

**EDGERTON CITY COUNCIL  
MEETING AGENDA  
CITY HALL, 404 EAST NELSON STREET  
May 27, 2021  
7:00 P.M.**

Two public hearings will be held during the May 27, 2021 Edgerton City Council meeting. Individuals wishing to speak at either of the public hearings must pre-register by completing this [registration form](#). Registration opens Monday afternoon/evening (coincides with publishing the agenda) and closes at noon (12:00 p.m.) on Wednesday, May 26. Individuals registering to speak at the public hearing will receive email confirmation after registration has closed. The City has established a limit of 30 speakers for each public hearing. If more than 30 individuals register, the 30 speakers will be determined by a random process. Speakers will be limited to 2 minutes each.

The Mayor may modify these procedures as needed to conduct an orderly and efficient meeting.

**Call to Order**

1. **Roll Call** \_\_\_\_ Roberts \_\_\_\_ Longanecker \_\_\_\_ Conus \_\_\_\_ Lewis \_\_\_\_ Smith \_\_\_\_ Beem
2. **Welcome**
3. **Pledge of Allegiance**

**Business Requiring Action**

4. **CONSIDER APPOINTMENT OF A CITY COUNCIL MEMBER TERM ENDING IN JANUARY 2024**

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

**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)*

5. Approve Minutes from May 13, 2021 Regular City Council Meeting
6. Approve a Lease Agreement with LEAF Capital Funding, LLC and a Maintenance Agreement with MAPS, Inc., for a Multi-Function Printer/Copier for City Offices Located at 305 E. Nelson
7. Approve Application FP2021-02, Final Plat for CY Edgerton Second Plat Generally Located Near the Southeast Corner of Homestead Lane and 191st Street, Edgerton, Kansas.
8. Approve Actual Project Costs and Final Acceptance of 56 Highway Multi-Use Trail Project

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

**Regular Agenda**

9. **Declaration.** At this time Council members may declare any conflict or communication they have had that might influence their ability to impartially consider today's issues.
10. **Introduction** of Brittany Paddock, New Recreation Coordinator

**Business Requiring Action**

**11. PUBLIC HEARING FOR RESOLUTION 05-27-21A TEMPORARILY WAIVING CITY PROHIBITION AS TO THE SALE AND CONSUMPTION OF ALCOHOLIC LIQUOR ON CERTAIN PUBLIC PROPERTY**

**12. CONSIDER RESOLUTION NO. 05-27-21A TEMPORARILY WAIVING CITY PROHIBITION AS TO THE SALE AND CONSUMPTION OF ALCOHOLIC LIQUOR ON CERTAIN PUBLIC PROPERTY**

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

**13. PUBLIC HEARING FOR RESOLUTION NO. 05-27-21B CONSENTING TO THE PARTIAL ASSIGNMENT OF A RESOLUTION OF INTENT FOR THE LOGISTICS PARK-KC, PHASE 2, FROM EDGERTON LAND HOLDING COMPANY, LLC TO ELHC LII, LLC, OR ITS SUCCESSORS IN INTEREST**

**14. CONSIDER RESOLUTION NO. 05-27-21B CONSENTING TO THE PARTIAL ASSIGNMENT OF A RESOLUTION OF INTENT FOR THE LOGISTICS PARK-KC, PHASE 2, FROM EDGERTON LAND HOLDING COMPANY, LLC TO ELHC LII, LLC, OR ITS SUCCESSORS IN INTEREST**

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

**15. CONSIDER ORDINANCE NO. 2079 AUTHORIZING BOND DOCUMENTS AND THE ISSUANCE OF THE CITY'S TAXABLE INDUSTRIAL REVENUE BONDS (ELHC LII, LLC PROJECT) SERIES 2021, FOR THE PURPOSE OF FINANCING AND PROVIDING TAX ABATEMENT FOR A DISTRIBUTION AND WAREHOUSE FACILITY**

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

**16. CONSIDER RESOLUTION NO. 05-27-21C DETERMINING THE INTENT OF THE CITY OF EDGERTON, KANSAS, TO ISSUE ITS TAXABLE INDUSTRIAL REVENUE BONDS IN THE APPROXIMATE AMOUNT OF \$12,000,000 TO PAY THE COST OF ACQUIRING, CONSTRUCTING AND EQUIPPING A COMMERCIAL FACILITY FOR THE BENEFIT OF CY EDGERTON LLC**

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

**17. CONSIDER ORDINANCE NO. 2080 AUTHORIZING BOND DOCUMENTS AND THE ISSUANCE OF THE CITY'S TAXABLE INDUSTRIAL REVENUE BONDS (CY EDGERTON LLC PROJECT) SERIES 2021, FOR THE PURPOSE OF FINANCING THE EXPANSION OF AN EXISTING SURFACE CONTAINER STORAGE LOT**

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

**18. CONSIDER RESOLUTION NO. 05-27-21D PROVIDING FOR A DEADLINE OF JUNE 21, 2021 TO RESTORE THE EXTERIOR CONDITION OF THE PROPERTY AT 1110**

**W. 7TH STREET, EDGERTON, KANSAS PURSUANT TO EDGERTON CITY CODE  
CHAPTER VIII, ARTICLE 3, SECTION 8-308**

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

**19. CONSIDER AGREEMENT WITH SWT DESIGN FOR GLENDELL ACRES PARK  
RENOVATION PROJECT**

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

**20. Report by the City Administrator**

- Pavement Preservation Program Update (2021 and 2022 Street Maintenance Project)
- Presentations by Representatives for 2022 Budget Requests
  - Frontier Days
  - Project Grad
  - Johnson County Utility Assistance
  - United Community Services
  - Miami County Conservation District
  - ElevateEdgerton!

**21. Report by the Mayor**

**22. Future Meeting Reminders:**

- May 27<sup>th</sup>: City Council Meeting – 7:00 PM
- June 8<sup>th</sup>: Planning Commission – 7:00PM
- June 10<sup>th</sup>: City Council Meeting – 7:00PM
- June 24<sup>th</sup>: City Council Meeting – 7:00PM

**23. CONSIDER RECESSING INTO EXECUTIVE SESSION PURSUANT TO K.S.A. 75-  
4319(B)(12) TO DISCUSS CERTAIN MATTERS RELATED TO SECURITY MEASURES  
AND PUBLIC SAFETY TO INCLUDE CITY ATTORNEY AND CITY ADMINISTRATOR**

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

**24. 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 FOR THE PURPOSES OF PENDING LITIGATION**

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

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

**EVENTS**

June 5<sup>th</sup>: Summer Kick-off Block Party and Movie Night  
June 18-19<sup>th</sup>: Frontier Days  
July 3<sup>rd</sup>: Edgerton's Community Picnic and Fireworks  
July 24<sup>th</sup>: Summer Movie Night  
August 7<sup>th</sup>: Summer Movie Night

**City of Edgerton, Kansas**  
**Minutes of City Council Regular Session**  
**May 13, 2021**

A Regular Session of the City Council (the Council) was held in the Edgerton City Hall, 404 E. Nelson, Edgerton, Kansas on May 13, 2021. The meeting convened at 7:01 PM with Mayor Roberts presiding.

**1. ROLL CALL**

Ron Conus	present
Clay Longanecker	present
Josh Lewis	present
Katee Smith	present
Josh Beem	present

With a quorum present, the meeting commenced.

Staff in attendance:

- City Administrator Beth Linn
- City Attorney Lee Hendricks
- City Clerk Alexandria Clower
- Development Services Director Katy Crow
- Finance Director Karen Kindle
- Accountant Justin Vermillion
- Public Works Director Dan Merkh
- CIP Manager Brian Stanley
- Public Works Director Trey Whitaker
- Marketing and Communications Manager Kara Banks

**2. WELCOME**

**3. PLEDGE OF ALLEGIANCE**

**Consent Agenda**

4. Approve Minutes from April 22, 2021 Regular City Council Meeting
5. Consider Resolution 05-13-21A Recognizing the Edgerton Summer Kickoff Block Party as a "Public Festival" for Purposes of the City's Noise Restrictions
6. Consider Resolution No. 05-13-21B Authorizing the Closure of Certain Public Streets During the Edgerton Summer Kickoff Block Party
7. Consider Resolution 05-13-21C Recognizing the Edgerton Frontier Days as a "Public Festival" for Purposes of the City's Noise Restrictions
8. Consider Resolution No. 05-13-21D Authorizing Special Event Permit For Sale And Consumption Of Alcoholic Liquor On Certain Public Property Within The City Of Edgerton, Kansas
9. Consider Resolution No. 05-13-21E Closing Certain Public Streets, Authorizing Permission to Use Requested City Buildings/Public Spaces, and the Approval of Additional Service Requests During Edgerton Frontier Days
10. Consider Resolution No. 05-13-21F for Temporary No Parking Related to Frontier Days



Councilmember Longanecker moved to approve the consent agenda. Seconded by Councilmember Lewis. The Consent Agenda was approved, 5-0.

### **Regular Agenda**

11. **Declaration.** There were no declarations made by any of the councilmembers.

### **Business Requiring Action**

#### **12. CONSIDER THE 2020 AUDIT OF FINANCIAL STATEMENTS AS PRESENTED BY VARNEY & ASSOCIATES**

Mr. Justin Vermillion, Accountant, addressed the Council. He stated for the 2020 financials and audit report, the City worked with April Swartz, the owner of Varney and Associates, CPA, LLC.

Mr. Vermillion introduced April Swartz to the Council.

Ms. Swartz addressed the council. She stated the audit went smoothly and commended the City's Finance Director and Staff for a fantastic job in preparing documents for the audit. She stated there were no adjusting entries and the financials reported at the end of year were accurate. She stated that included in the audit report is a Financial Statement required by the state of Kansas that outlines the advice and opinions from the auditors.

Ms. Swartz stated page 1 of the Financial Report outlines the Auditor's Report which states the auditors responsibility is to express an opinion on the financial statement based on the audit. She stated the audit is conducted in accordance with auditing standards generally accepted by the Kansas Municipal Audit and Accounting Guide (KMAAG). She stated the auditors believe that the audit evidence obtained was sufficient and appropriate to provide a basis for the audit opinion. She stated the last paragraph is considered adverse because the City does not report under the Generally Accepted Accounting Principles (GAAP) method, the City reports under the State of Kansas KMAAG method. She stated the second paragraph on page 2, states the audit was fairly stated in all material respects and is given a clean opinion, the highest form of opinion.

Ms. Swartz stated pages 3 and 4 shows the Actual Statement with all the funds of the City listed. She stated the numbers shown fluctuate depending on City projects. She stated there is roughly \$5.8 million in the Central Bank of the Midwest account, roughly \$9.8 million in the UMB Trust accounts and \$250.00 cash on hand.

Ms. Swartz stated page 15 compares budgeted funds to actual expenditures and the City of Edgerton is nearly \$3.3 million dollars under budget for the year. She stated page 16 shows the General Fund with prior year and current year actuals with the expenditures broken down into categories. She stated that while the line item can be over budget, the law applies to the fund in total, which brings the City's Total Expenditures under budget by roughly \$2.1 million.

Ms. Swartz stated the following pages show the City's funds with prior year actual and current

year actual.

Mayor Roberts asked in comparison to other cities, how does the City of Edgerton compare. Ms. Swartz stated when she first put the bid in for the City of Edgerton to do the audit, she thought because Edgerton was small, it would be easy. She stated Edgerton is by far her most complicated City. She stated Edgerton has as much or more going on than other cities like Manhattan or Emporia. She stated Edgerton is more complex than most of the Counties that they audit. She stated although Edgerton has much more and is more unique than that of other towns its size, the accounting staff here is great, and the audits are always clean.

Ms. Beth Linn, City Administrator, stated she would like to give a huge thank you to the accounting staff, Karen Kindle and Justin Vermillion for their hard work to complete the audit this year as well as thank the Governing Body for their allocation for the City staff.

Councilmember Longanecker moved to approve the 2020 Audit of Financial Statements, seconded by Councilmember Smith. The 2020 Audit was approved, 5-0.

**13. CONSIDER ORDINANCE NO. 2075 ADOPTING THE RECOMMENDATION OF THE EDGERTON PLANNING COMMISSION TO APPROVE APPLICATION ZA2021-06 FOR THE REZONING OF APPROXIMATELY 29.39 ACRES OF LAND LOCATED AT THE SOUTHEAST CORNER OF HOMESTEAD LANE AND 191ST STREET IN EDGERTON, KANSAS FROM JOHNSON COUNTY "RUR" (RURAL DISTRICT) ZONING TO CITY OF EDGERTON "L-P" (LOGISTICS PARK) ZONING DISTRICT.**

Ms. Katy Crow, Development Service Director, addressed the Council. She stated the City of Edgerton has received rezoning application ZA2021-06 from Omar Holtgraver requesting the rezoning of a 29.39 acre lot located at the southeast corner of Homestead Lane and 191<sup>st</sup> Street in Edgerton, Kansas from Johnson County "RUR" zoning to City of Edgerton "L-P" Logistics Park zoning.

Ms. Crow stated the parcel was annexed into the City of Edgerton in 2011. The current zoning designation of RUR is considered a holding designation and thus an appropriate zoning designation is required under the City of Edgerton Unified Development Code. She stated this request is to rezone the parcels to L-P, Logistics Park District (L-P) with the intent of expanding the current cargo container storage operations of Arrowhead Intermodal located on the adjacent parcel directly to the east.

Ms. Crow stated staff reviewed this rezoning application with respect to the Edgerton Comprehensive Plan, the Edgerton Unified Development Code and the laws of the State of Kansas, the "Golden Criteria" as established by the Supreme Court of Kansas in 1978.

She stated the Planning Commission held a Public Hearing on April 13, 2021 regarding this rezoning request and voted 4-0 to recommend approval of Application ZA2021-06 subject to the stipulations listed in the staff report.

Ms. Crow stated copies of the staff report and draft minutes are included with the packet. She stated staff received no further public comment for this application following Planning Commission action.

Ms. Crow stated the City Attorney has prepared the enclosed draft ordinance approving the recommendation of the Planning Commission based on the Planning Commission staff report.

Mayor Roberts invited Josh Cooley, owner of Arrowhead Intermodal to explain a little bit about the business and the growth of employees the company offers.

Mr. Cooley addressed the council. He stated this site is one of six cargo container maintenance and repair sites that operate in the Midwest. He added the operation in Edgerton is the second largest in the network. He stated when the company started, it started off very small and it has now grown to just under 80 people in the local market. He stated with the expansion, they are looking to grow to around 110 people. He stated due to the maintenance and repair aspect of the job, their company offers a higher paying wage than that of typical warehouse positions and offers full benefits. He stated as the company continues to grow, they are looking to expand into the southern tier of the Midwest in the Texas market.

Mayor Roberts asked what the average beginning wage is for their company.

Mr. Cooley replied an entry level position can start anywhere around \$15.00 an hour depending on their level of experience and can make anywhere up to around \$30.00 an hour with full benefits including retirement, insurance, paid leave, etc.

Councilmember Longanecker stated he has no complaints and that every time he drives by the lot looks clean and well put together.

Mr. Cooley stated his company tried to change the mold when they acquired Illinois Transport and was considered the Taj Mahal of the cargo container storage facilities and as the growth continues, they strive to replicate that reputation. He stated he appreciates Edgerton's willingness to see their company expand and grow. He stated when they first came to Edgerton, it was a startup, family-owned operation and he's thankful Arrowhead Intermodal has been given the opportunity to grow with their vision.

There were no further questions or comments from the Governing Body.

Councilmember Longanecker moved to approve Ordinance No. 2075 based on the recommendation of City Staff and the Planning Commission to include all stipulations outlined by City Staff and the Planning Commission. Councilmember Lewis seconded the motion. Ordinance No. 2075 was approved, 5-0.

**14. CONSIDER ORDINANCE NO. 2076 ADOPTING THE PLANNING COMMISSION'S RECOMMENDATION TO APPROVE A CONDITIONAL USE PERMIT (CU2021-02) ALLOWING A CARGO CONTAINER STORAGE, REPAIR OR MAINTENANCE FACILITY ON PROPERTY LOCATED AT 32355 W 191ST STREET, EDGERTON, KANSAS**



Ms. Crow addressed the council. She stated the reason for rezoning was the expansion of existing operations and combining the old parcel with the new parcel for one Conditional Use Permit giving one expiration date.

Ms. Crow stated the applicant, CY Edgerton, LLC (Arrowhead Intermodal Services) and Omar Holtgraver are the owners of the parcels of land. The BNSF Intermodal facility is located across the street from this operation and Logistics Park Kansas City industrial park is adjacent to this parcel on two sides.

Ms. Crow stated Arrowhead Intermodal Services currently operates a cargo container storage yard at this location. A Conditional Use Permit (CU11-15-2013) for those operations received approval from the Edgerton Governing Body on February 27, 2014 and was granted for a period of 10 years. She stated on April 13, 2021 the City of Edgerton Planning Commission considered and gave contingent approval to Final Site Plan FS2021-05 pending approval of this application. FS2021-05 would allow the expansion of current Arrowhead Intermodal Services operations onto the adjacent parcel directly west of current operations. She stated application CU2021-02 encompasses both phases of operations and would allow for the tracking of one expiration date should the new permit be issued. She stated the Final Site Plan includes a new 19,229 SF office and maintenance building along with a guard shack, entrance lanes for stacking and auxiliary lane on 191<sup>st</sup> Street to assist with truck traffic entering the site.

Ms. Crow stated pursuant to City of Edgerton Unified Development Code, cargo container storage, repair or maintenance facilities are considered a conditional use on parcels which contain an L-P zoning designation. She stated in order to recommend approval or disapproval of a proposed CUP, the Governing Body shall determine whether the proposed use is found to be generally compatible with surrounding development and is in the best interest of the City. In making such determination the UDC states that the Governing Body may consider all factors they deem relevant. In addition, Section 7.2(G) of the UDC details additional requirements to be considered when approving a CUP for a cargo container storage, repair or maintenance facility. City Staff has reviewed Application CU2021-02 with respect to all these requirements. She stated the staff report presented to the Planning Commission outlining the findings of staff's review is included in the packet.

Ms. Crow stated staff does go out and enforce requirements making sure everyone is in compliance. These permits are issued with stipulations that must be followed.

Ms. Crow stated on April 13, 2021 the City of Edgerton Planning Commission held a public hearing regarding Application CU2021-02. Upon conclusion of the public hearing, the Planning Commission recommended approval of Application CU2021-02 with stipulations outlined in the packet.

Ms. Crow stated there were several items noted during the review of Final Site Plan FS2021-05 which required revisions in order for staff to ensure compliance with Article 7. On April 28, 2021 the applicant submitted a revised Final Site Plan for staff to review pursuant to the stipulations made during the Planning Commission meeting on April 13, 2021. The applicant has made many of the necessary revisions to the Site Plan to meet the stipulations outlined during staff

review presented at the Planning Commission meeting. She stated staff continues to work with the applicant to approve the design of the auxiliary lane along 191<sup>st</sup> Street.

Ms. Crow stated staff recommends approval of CU2021-02 for a period of ten (10) years subject to the stipulations outlined by the Planning Commission.

Councilmember Longanecker moved to approve Ordinance No. 2076 based on the recommendation of the City Staff to include all stipulations outlined by the Planning Commission and City Staff. Seconded by Councilmember Lewis. Ordinance No. 2076 was approved, 5-0.

#### **15. CONSIDER THE AGREEMENT WITH RAFTELIS FINANCIAL CONSULTANTS, INC., FOR THE WATER SYSTEM ANALYSIS**

Mr. Dan Merkh, Public Works Director, addressed the council. He stated during the 2021 Budget process, Council directed staff to evaluate whether the City should retain the Water Utility operations. He stated since that time, staff has been working to gather information about the Water Utility assets and other data required for such an evaluation.

Mr. Merkh stated staff issued a Request for Qualifications (RFQ) in December 2020 seeking a firm to assist with the analysis. He stated in March 2021, staff met with Raftelis, the firm that performs the utility rate study updates for the City. Raftelis has extensive experience working with all sizes of water utilities and is familiar with the various aspects involved in the analysis the City needs. He stated staff worked with Raftelis to develop a scope of services for the analysis including; review of existing conditions and finances, review of future considerations and reports and presentations.

Mr. Merkh stated the cost per the agreement is \$24,800 and will be paid from the Water Fund Reserves. He stated there are sufficient reserves in excess of the policy requirement to cover this cost.

Mayor Roberts stated every year at budget, utility and water rates always come up. He stated this will hopefully get the answer for council and staff to better understand what direction the City should take.

Councilmember Lewis moved to approve the agreement with Raftelis Financial Consultants, seconded by Councilmember Longanecker. The Agreement was approved, 5-0.

#### **16. CONSIDER THE AGREEMENT WITH CBK, INC., FOR COLLECTION SERVICES**

Ms. Karen Kindle, Finance Director, addressed the council. She stated the City's operations generate accounts receivable for various items, from permits and licenses to utility bills and court fines. She stated most of the customers or defendants pay the amounts due on time, and for those that do not pay, the City has ways to compel collection of most of these fees, such as not issuing a building permit, shutting off the water, or warrants being issued for court matters.

Ms. Kindle stated there are some accounts receivable in which the City does not have a way to compel payments. She stated the final utility bill on an account is one item in which the only recourse for the City is to submit the debt to the Kansas Set Off Program. She stated this

program allows the Kansas Department of Administration to collect outstanding debt through payments from the State, such as tax refunds. She stated while the City has been able to collect some of the amounts due using this method, it only works if there is money due to the debtor from the State.

Ms. Kindle stated while the City can issue warrants for unpaid court fines, there is no guarantee that the defendant will come back to court and if so, that they will pay the amount due. She stated issuing a warrant and any subsequent jail time, only increases the amount due because there are fees associated with those situations.

Ms. Kindle stated many cities in Kansas are turning to collection agencies. She stated staff met with CBK, Inc., representative Chad Hollins, due to their long list of Kansas government clients, including Baldwin City, Lenexa, KCK, Prairie Village and over a hundred other cities and district courts. She stated CBK is a Topeka-based company that specializes in government collections within the State of Kansas, so their database of debtor information is extensive and updated often. She stated CBK has a portal where the City would submit debts for collections as well as obtain reports and information on accounts that have been placed with CBK for collection of those non-payments. She stated CBK is registered with the Kansas Set Off Program and can send debts to the program on the City's behalf and manage those accounts, freeing up staff time.

Ms. Kindle stated for non-court accounts, CBK charges a fee of 30% on the amount collected, which is subtracted from the money sent to the City. She stated for Court accounts, CBK charges a fee of 30% which is added to the amount owed. She stated these fees are standard in the industry and there is no direct cost to the City. She stated the payment for CBK's collection activities on behalf of the City are the fees collected.

Ms. Kindle stated the City has the option of passing an ordinance to allow the 30% fee to be added to the amount owed on non-court accounts, if Council would like this option, staff would bring back the required ordinance for consideration at the next council meeting.

Ms. Kindle stated the agreement with CBK has been reviewed and approved by the City Attorney.

Councilmember Lewis asked what the City Policy would be for how long it takes before sending a customer to collections.

Ms. Kindle stated once a final bill is generated, the customer has 30 days or so to pay that final bill. If not paid, the City sends them a second letter and then turns the account over if there is no response. Typically this gives customers 60 days to pay. She stated the process used now would be the same process moving forward, but it would be handled by CBK for payment.

Mr. Chad Hollins stated CBK serves in about 120 municipalities and the average success rate is around 30%. He stated CBK does things differently, not only do they send to Set Off, but they have a collection department as well as a legal practice side. He stated typically once an outstanding debt reaches the legal side of their business, they see a response from the customer; however, if by day 45 no contact has been made a list is sent to the city of customers CBK will file suit against. He stated this allows judgment to happen and gives them



the ability to garnish wages. He stated traditional collection agencies usually see about a 5-10 percent success rate and State Set Off Program is even lower than that.

Councilmember Longanecker asked if collection actions can cross state lines.

Mr. Hollins stated if judgement has to be moved to another state, CBK will then have to seek council approval and if it does cost more, the rate would go up from 30% to 50%, but they would need to have prior approval.

Councilmember Lewis asked how much the City annually loses from customers who do not pay.

Ms. Kindle stated over the last 5 years or so, court has seen around \$4,500.00 and utilities is around \$5,000.00. She stated prior to the last 2 years or so, the City has not been diligent in pursuing unpaid accounts.

Councilmember Conus asked if there was a threshold under which it is not worth going after a person.

Mr. Hollins stated anything older than 4 years and lower than \$25 is not worth pursuing with utilities, but anything related to court for any amount or time frame is worth pursuing.

Mayor Roberts stated he thinks it is a great idea to capture money back that the City has lost. Councilmember Lewis said he is not opposed to tacking on the 30% for utility customers. All Councilmembers agreed with this.

Mayor Roberts asked what the typical dollar amount was for bills that are unpaid and going to set off.

Ms. Kindle stated she has seen bills anywhere from \$50 to a couple hundred dollars.

Councilmember Longanecker moved to approve the agreement with CBK, Inc for Collection Services and advised staff to bring back an ordinance to allow the 30% fee be added to the amount owed on an unpaid account. Seconded by Councilmember Lewis. The Agreement was approved, 5-0.

**17. CONSIDER ORDINANCE 2077 AMENDING CHAPTER VIII, ARTICLE 5, SECTION 8-515 OF THE MUNICIPAL CODE OF THE CITY OF EDGERTON, KANSAS REGARDING PROHIBITED ACTS INVOLVING SOLID WASTE SERVICE TO INCLUDE POSSIBLE REMEDIES AND REPEALING ALL OTHER ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT THEREWITH**

Ms. Karen Kindle, Finance Director, addressed the council. She stated the City contracts with Gardner Disposal to provide trash collection containers and services to the City's customers. She stated in some instances, damage to the bin occurs and the City is then billed for the cost of repair or replacement of the carts. She stated City Code allows the City to charge the customer for the repair or replacement parts for the containers, however, the Code does not specifically allow the costs to be added to the customer's utility account. She stated currently staff sends a series of letters, and ultimately if the customer does not pay, the amount is then sent to the

Kansas Set Off Program. She stated that this method only works if there is money due to the customer from the State.

Ms. Kindle stated the Ordinance, if approved, would allow staff to add the repair cost to the customer's utility account, significantly increasing the chance of recouping the cost of the repair and reducing the amount of staff time spent trying to collect the amount due.

Councilmember Lewis asked how it is determined who is in the wrong for the damage.

Ms. Linn stated once a bill of damage is received, the first step is determining the extent and type of damage that has occurred and she will follow up with an internal administrative policy to outline the investigative process moving forward.

Ms. Kindle stated in the past when damage has occurred, the City's utility account technician has asked Gardner Disposal for proof that the customer has damaged the property before letters are sent requesting money to cover the extent of the damage.

Councilmember Smith moved to approve Ordinance No. 2077, seconded by Councilmember Longanecker. The Ordinance was approved, 5-0.

**18. CONSIDER ORDINANCE 2078 AMENDING CHAPTER XV, ARTICLE 1, SECTION 15-118 OF THE MUNICIPAL CODE OF THE CITY OF EDGERTON, KANSAS REGARDING PROHIBITED ACTS INVOLVING WATER SERVICE TO INCLUDE POSSIBLE REMEDIES AND REPEALING ALL OTHER ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT THEREWITH**

Ms. Karen Kindle addressed the council. She stated similar to damage on trash cars, the City has seen damage done to the meters and the antennas that pick up automated meter readings. She stated some of the damage the City has seen to the antennas has been the automated system being run over by a lawn mower. She stated currently when this happens, the City has to replace the damaged product. She stated this is yet another cost the water fund has to bear.

Ms. Kindle stated the City Code does currently allow the City to charge back the costs to the customer but does not allow the City to add these costs to the utility bill. She stated she worked with the City Attorney to prepare a new ordinance allowing these charges on the utility bill.

Ms. Beth Linn stated the City would first make sure the info is put out on the City's website, social media, and newsletters to make citizens aware of the changes because there are costs associated with this amendment to the code that directly impact customers.

Councilmember Conus asked how many times a replacement has occurred and what the costs are for that replacement.

Mr. Merkh, Public Works Director, stated there has been around a dozen or so replacements that have had to happen in the last year and it costs in the upwards of \$40 per replacement of the antenna.



Councilmember Lewis asked how it is determined that damage has been done.

Ms. Kindle stated the meters read automatically each month, so on meter read days, if a meter is not picking up the read, the utilities department will then go out and inspect said meter.

Ms. Linn stated for clarification, the City would only charge on damage to the meter due to negligence, not due to normal wear and tear.

Mr. Lee Hendricks, City Attorney, stated for clarification purposes, the City can currently collect on any damage done, but this is simply about the method of recouping those expenses and added them to the customers water bill instead of sending individual letters.

Councilmember Lewis moved to approve Ordinance No. 2078, seconded by Councilmember Longanecker. The ordinance was approved, 5-0.

#### **19. Report by the City Administrator**

- 1<sup>st</sup> Quarter Financials

Ms. Karen Kindle addressed the council. She stated the year-to-date totals encompass those until March 31<sup>st</sup> of this year. She stated the report included in the packet is broken down into columns including the Year-To-Date Actual, the adopted budget amount for 2021, percentage used, and the remaining budget left.

Ms. Kindle stated under the General Fund, the City has collected around \$1.5 million of property tax and PILOT together. She stated liquor tax is bringing in a lot more than what was expected when the budget was calculated for this year and the City has collected almost all of what was budgeted for the year in the first quarter alone. She stated the City is on track with Local Sales Tax, about a fourth of the way there. She stated Franchise Tax revenue continues to increase and the City is seeing about 50% of the budget line used. She stated there is revenue growing from Fines & Forfeitures, currently looking at about 90% percent of the budget line used in just the first quarter. She stated Investment Income is down and with the market changing quite a bit from last year, the City does not expect that amount to recover to the budgeted amount.

Ms. Kindle stated Expenditures should be close to 25% used. She stated IT is a little higher due to changing the Microsoft Licensing. She stated the City did not receive the refund from the original license until April.

Ms. Kindle mentioned there have been questions regarding the distribution schedule for Property Tax. She handed out a packet to the Council regarding the City of Edgerton General Fund with information including calculation method, distribution schedule and the assessed valuation of each line item making up the General Fund.

Ms. Kindle stated the City receives payments in January, March, June, September and October with the greatest amounts of those payments being received in January and June.

Ms. Kindle stated Sales Tax is made up of two components: the City's 1% tax on retail sales within the City and the City's share of County sales tax. She stated these two components also make up that of the Use Tax the City receives. She stated the City receives Sales and Use tax every month and it runs a month behind, so the City receives payment in May for the Sales and Use in April.

Ms. Kindle stated on the Revenue side of the Water Fund, the City is right on target with predicted amounts. She stated the City's Fund Balance is in excess of what the City requires in the reserves and it is within the budget authority.

Ms. Kindle stated on the Revenue side of the Sewer Fund, the City is right on target with forecasted amounts, as well. She stated as summer comes along and there is more watering of properties, there will most likely be an increase in sewer revenues. She stated the Fund Balance is within the budget authority.

- 2022 Budget Calendar

Ms. Kindle stated new legislation has been passed in relation to the budgeting process. She stated at the time the budget was published, she had not yet been to the annual budget training. She stated due to the changes from Senate Bill 13 the calendar is most likely going to change, but she would like to walk through the calendar items that will stay intact. She stated typically when decisions are made in legislation, the changes would go into effect the following budget year, but this time the changes go into effect this year.

Mayor Roberts stated these changes affect for all taxing jurisdictions with a mill levy, except the state.

Ms. Kindle stated on the 2022 Budget Calendar, Council has heard the presentation for the 2020 Audit. She stated on May 27<sup>th</sup>, ElevateEdgerton! and other organizations will be at Council to present their 2022 Funding Requests. She stated there will be one budget work session this year on July 15<sup>th</sup>. She stated all dates after the work session are subject to change because of SB 13, but the schedule currently calls for the budget to be finalized for publication by July 28<sup>th</sup> and the budget would be adopted at the Council Meeting on August 12<sup>th</sup>. She stated work will then begin on the 2023 budget in October with a budget work session October 14<sup>th</sup> for the 2022-2026 CIP, which would be adopted at the following Council Meeting on October 28<sup>th</sup>.

- Monthly Update – 502 E 2<sup>nd</sup> Street

Ms. Katy Crow addressed the council. She stated she has been conducting walk throughs and providing Council with a monthly report since January. She stated she met GBA on site and had a conversation with Mr. Abundiz. She stated significant progress has been made. She stated they have removed the pile of wood and 5<sup>th</sup> wheel trailer from the yard and the lot has been cleaned up nicely. She stated they were not able to do much to the exterior but have done the North and South walls. She stated the owners are hopeful that next month they will be able to do the other sides as well as the roof so they can move into the interior of the home.

Ms. Crow stated there are two more inspections before the July 22<sup>nd</sup> deadline provided by Council.

Councilmember Longanecker stated the deadline of July 22<sup>nd</sup> does not mean it has to be finished.

Ms. Crow stated that is correct and if council would like to grant more time, they can do that.

Mr. Hendricks stated it would be in the minutes that the Dangerous Structure has been resolved, assuming they have made progress, or an extension of time could be granted with monthly check-ins, etc.

Mayor Roberts stated the City Staff and community has dealt with this house for many years and he is proud of the progress and dedication this couple has to completing this house.

**20. Future Meeting Reminders:**

- May 27<sup>th</sup>: City Council Meeting – 7:00 PM
- June 8<sup>th</sup>: Planning Commission – 7:00 PM
- June 10<sup>th</sup>: City Council Meeting – 7:00 PM
- June 24<sup>th</sup>: City Council Meeting – 7:00 PM

**21. CONSIDER RECESSING INTO EXECUTIVE SESSION PURSUANT TO K.S.A. 75-4319(B)(12) TO DISCUSS CERTAIN MATTERS RELATED TO SECURITY MEASURES AND PUBLIC SAFETY TO INCLUDE CITY ATTORNEY, CITY ADMINISTRATOR AND EDGERTON'S COMMUNITY POLICING OFFICER, BRAD JOHNSON**

Councilmember Beem moved to recess into executive session pursuant to K.S.A 75-4319(B)(12) to include the City Attorney, City Administrator and Edgerton's Community Policing Officer for the purposes of security measures and public safety for 10 minutes.

Councilmember Smith seconded the motion. The meeting recessed into executive session at 8:24 PM, 5-0.

Councilmember Smith moved to return to open session with no action being taken. Councilmember Lewis seconded the motion. Open session resumed at 8:34 PM, 5-0.

**22. Report by the Mayor**

Mayor Roberts stated he understands Council's commitment to the community and in the last few weeks there has been 2 major occurrences of gun fire with over \$100,000 worth of damage done to date. He stated Council stands strong in not accepting this type of activity in or around the community. He stated there will be a strong approach of action taken with the company and city staff that he expects to be released the coming weekend. He stated the City and Governing Body do not take lightly the events that have happened and will not accept people randomly shooting without regard to their surroundings.

**23. 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 FOR THE PURPOSES OF CONTRACT NEGOTIATIONS**

Councilmember Smith moved to recess into executive session pursuant to K.S.A 75-4319(B)(2) to include the City Attorney and City Administrator for the purposes of contract negotiations for 15 minutes. Councilmember Lewis seconded the motion. The meeting recessed into executive session at 8:40 PM, 5-0.

Councilmember Smith motioned to return to open session with no action being taken. Councilmember Lewis seconded the motion. Open session resumed at 8:55 PM, 5-0

Councilmember Smith motioned to recess into executive session pursuant to K.S.A 75-4319(B)(2) for an additional 5 minutes. Councilmember Lewis seconded the motion. The meeting recessed into executive session at 9:00 PM, 5-0.

Councilmember Smith motioned to return to open session with no action being taken. Councilmember Lewis seconded the motion. Open session resumed at 9:05 PM, 5-0

Councilmember Smith motioned to recess into executive session pursuant to K.S.A 75-4319(B)(2) for an additional 5 minutes. Councilmember Lewis seconded the motion. The meeting recessed into executive session at 9:10 PM, 5-0.

Councilmember Longanecker motioned to return to open session with no action being taken. Councilmember Lewis seconded the motion. Open session resumed at 9:15 PM, 5-0

### **24. Adjourn**

Councilmember Smith moved to adjourn, seconded by Councilmember Lewis. The meeting adjourned at 9:15 PM.

Submitted by Alexandria Clower, City Clerk

## **EVENTS**

May 15<sup>th</sup>: City-Wide Clean-Up

June 5<sup>th</sup>: Summer Kick-off Block Party

June 18-19<sup>th</sup>: Frontier Days





**EDGERTON**  
global routes. local roots.

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

## City Council Action Item

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**Council Meeting Date:** May 27, 2021

**Department:** Administration

**Agenda Item: Consider a Lease Agreement with LEAF Capital Funding, LLC and a Maintenance Agreement with MAPS, Inc., for a Multi-Function Printer/Copier for City Offices Located at 305 E. Nelson**

**Background/Description of Item:**

In 2017, the City of Edgerton leased a Canon multi-function printer/copier from All Copy Products. This printer/copier was originally located in the offices at City Hall. The printer/copier was then moved to the Community Development offices at 305 E. Nelson to meet the printing needs of staff located there. The lease and the related maintenance contract for the printer/copier ends on May 31, 2021. The printer is old and at the end of its useful life. It lacks the ability to handle large file sizes in a timely manner and many of its parts are no longer available. Per the repair staff at All Copy Products, they will no longer provide service repairs for this model.

Staff utilized the cooperative purchasing associations of which the City is a member as well as the State of Kansas contract to obtain quotes for a replacement multi-function printer/copier. Staff developed specifications and sent a request for proposal to five firms that provide services under the cooperative purchasing contracts and received five responses.

Staff reviewed the responses received and visited the offices of four firms to see a demo of the proposed machine and interview the firms about the maintenance contract services they provide. After considering the proposals, the costs and the demos/interviews, staff is recommending the Kyocera machine and related maintenance agreement proposed by MAPS, Inc.

MAPS, Inc., is located in Lenexa and their service team averages 18 year of experience. Their service call response time is under four hours and starts with a phone call within one hour to begin troubleshooting the issue with City staff. MAPS, Inc., uses a software tool to monitor meter readings and toner levels. MAPS, Inc., also has a preventative maintenance program where if on site for a repair, they will check other maintenance items and handle those while onsite to reduce future down time. MAPS, Inc., stocks all of the parts and supplies at their warehouse in Lenexa and have been proactive in ordering parts/supplies to avoid the shortages we are seeing due to the pandemic.

The lease agreement and the maintenance contract have been submitted to the City Attorney for review/approval.

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

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**Funding Source:** General Fund – General Government

**Budget Allocated:** \$3,600

**Finance Director Approval:**  x  
Karen Kindle, Finance Director

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**Recommendation: Approve the Lease Agreement with LEAF Capital Funding, LLC, and the Maintenance Agreement with MAPS, Inc., for a Multi-Function Printer/Copier for City Offices located at 305 E. Nelson Subject to Approval by the City Attorney**

**Enclosed:** Summary of Proposals Received  
Lease Agreement with LEAF Capital Funding, LLC  
Maintenance Agreement with MAPS, Inc.

**Prepared by:** Karen Kindle, Finance Director

**City of Edgerton**  
**2021 Community Development Copier RFP**  
**Analysis of Responses**

<b>Company</b>	<b>Co-Op Contract</b>	<b>Make</b>	<b>Model</b>	<b>Est Monthly Cost</b>	<b>Est Annual Cost</b>	<b>Est Cost for 48 Month Term</b>
MAPS (Modern Advanced Print Solutions)	Omnia Partners	Kyocera	TASKalfa 3553ci	\$ 209.79	\$ 2,517.48	\$ 10,069.92
360 Document Solutions	Omnia Partners	Toshiba	eStudio 3515AC	\$ 215.98	\$ 2,591.76	\$ 10,367.04
Drexel Technologies	Sourcewell	Xerox	Altalink C8135/H2	\$ 217.18	\$ 2,606.16	\$ 10,424.64
Century Business Technologies	State of Kansas	Savin	IMC 3500 SPF Color System	\$ 232.08	\$ 2,784.96	\$ 11,139.84
SumnerOne	n/a	Canon	imageRUNNER C5740i	\$ 253.70	\$ 3,044.40	\$ 12,177.60
SumnerOne	SumnerOne SLG Contract	Konica Minolta	bizhub C360i	\$ 269.70	\$ 3,236.40	\$ 12,945.60
SumnerOne	Sourcewell	Konica Minolta	bizhub C360i	\$ 289.87	\$ 3,478.44	\$ 13,913.76



# LEASE AGREEMENT

1720A Crete Street, Moberly, MO 65270  
Phone: 800-662-3759, Fax: 800-426-2626

LESSEE LEGAL NAME: CITY OF EDGERTON		Telephone No: 9138936231	
Billing Address: 404 E NELSON, EDGERTON, KS 66021		Equipment Location (if other than Billing Address): 305 E NELSON, EDGERTON, KS 66021	
EQUIPMENT DESCRIPTION: (indicate quantity, new or used and include make, model, serial # and all attachments – see below and/or attached Schedule A)			
Unit Quantity	Description of Equipment Leased	Make and Type	Model Number
1	Kyocera TA 3553ci		
Serial Number			
BASE TERM IN MONTHS 48	TOTAL NUMBER OF LEASE PAYMENTS 48 @ \$139.23 (plus taxes)	END OF LEASE PURCHASE OPTION <input checked="" type="checkbox"/> Fair market value, plus taxes <input type="checkbox"/> 10% of Equipment cost, plus taxes <input type="checkbox"/> \$1 00, plus taxes (FMV unless another option is selected. You may not exercise a purchase option if you are in default. If you exercise a purchase option we will convey all of our right, title and interest in such Equipment to you on an AS-IS WHERE IS without warranty)	
		(a) Advance Payment: \$0 00	
		(b) Security Deposit: \$0 00	
		(c) Documentation Fee: \$95 00	
		Total due a + b + c =: \$95 00	

**\*\*If more than one lease payment is required as an Advance Payment, the balance will be applied to lease payments in inverse order, starting with the last lease payment. Your obligation to pay all amounts and perform all other obligations is non-cancellable, absolute, unconditional and not subject to abatement, set-off or defense.**

In this agreement ("Lease"), "we," "our," and "us" refers to LEAF Capital Funding, LLC as Lessor and "you" and "your" refer to the Lessee. You agree to lease the Equipment upon the following terms and conditions:

1. **LEASE PAYMENTS AND TERM:** The Lease is enforceable on you upon your execution. The term of the Lease shall commence on the date the Equipment is delivered to you ("Lease Commencement Date"). The first Lease Payment shall be due on the date we specify in the month following the Lease Commencement Date as set forth in our invoice, and the remaining Lease Payments will be due on the same day of each subsequent month (each, a "Payment Date") until paid in full. The Base Term shall commence on the date one month prior to the first Payment Date. We may charge you a portion of one Lease Payment for the period from the Lease Commencement Date until the first day of the Base Term ("Interim Rent"). The Interim Rent shall be due as invoiced. We may adjust the Lease Payments up to 15% if the actual costs are different than the estimate used to calculate the Lease Payments. On an annual basis, the Monthly Payment may be increased by a maximum of 15% of the amount previously then in effect.

2. **DELIVERY, ACCEPTANCE, USE AND REPAIR:** You are responsible for Equipment delivery and installation. You unconditionally accept the Equipment upon the earlier of (a) your oral or written acceptance of the Equipment, or (b) 10 days after delivery of the Equipment. You authorize us to fill in the Lease Commencement Date, serial numbers and other information. You will not move the Equipment from the above location without our written consent and are responsible for maintaining the Equipment in good repair. We are not responsible for Equipment or vendor failures.

3. **INDEMNIFICATION:** You agree to indemnify, defend and hold us harmless from and against any losses, damages, penalties, claims and suits, including attorneys' fees and expenses related to the ordering, manufacture, installation, ownership, condition, use, lease, possession, delivery or return of Equipment.

4. **LEASE EXPIRATION, RENEWAL:** Unless you notify us at least 90 days prior to the expiration of the Lease of your election to return or purchase the Equipment, this Lease will renew on a month-to-month basis at the same monthly Lease Payment until you either exercise the purchase option or provide us with at least 90 days notice and return the Equipment. If you return the Equipment, (i) it must be to the location we designate and you are responsible for all return costs and we may charge a Restocking Fee equal to one Lease Payment, and (ii) you must securely remove all data from any and all disk drives or magnetic media prior to returning the Equipment (and you are solely responsible for selecting an appropriate removal standard that meets your business needs and complies with applicable laws). You will pay us for any loss in value resulting from failure to maintain the Equipment in accordance with this Lease or for damages incurred in shipping and handling. If you exercise a purchase option we will convey all of our interest in such Equipment to you on an AS-IS WHERE IS basis without representation or warranty.

5. **LATE FEES AND CHARGES:** If any amount is not paid within three (3) days of when due, you agree to pay us a late charge equal to the lesser of 10% of the amount past due or the maximum legal amount. Amounts which are not paid within 30 days of when due shall accrue interest at 1 5% per month (or if less, the maximum legal rate) until paid. You agree to pay \$25 for each pay by phone and \$35 for each returned payment.

6. **NO WARRANTY:** We do not manufacture the Equipment and you have selected the Equipment and the supplier. **WE MAKE NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING THOSE OF MERCHANTABILITY OR FITNESS FOR A PURPOSE AND ARE NOT RESPONSIBLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES.**

7. **INSURANCE, RISK OF LOSS:** You bear all risk of loss or damage to the Equipment from its order until it is returned in the required condition or purchased by you ("Risk Period"). During the Risk Period you will maintain property and liability insurance on the Equipment acceptable to us, naming us loss payee and additional insured. If you do not provide us with proof of such insurance, we may secure insurance on the Equipment to cover our interests (and only our interests). If we obtain such insurance, you will pay us an additional amount for the cost of it and an administrative fee, the cost of which may be more than the cost to obtain your own insurance and on which we may make a profit.

8. **OWNERSHIP AND TAXES:** We own the Equipment (excluding licensed software). If you are deemed to own it, you grant us a security interest in the Equipment. You authorize us to file UCC financing statements to confirm our interest. You will pay, when due, all taxes, fines and penalties relating to the purchase, use, leasing and/or ownership of the Equipment. If we pay any taxes, (including property tax), fees or penalties on your behalf, you will pay us the amount we paid plus an administrative fee. You agree to pay us the documentation fee specified above or if not so specified, the greater of either \$125 or 0 5% of the Equipment cost. If we require an Equipment site inspection, or you request administrative services, you agree to reimburse our costs.

9. **DEFAULT:** If you or any guarantor do not pay us any amount within ten (10) days of its due date, or breach any terms of this Lease, any guaranty or any license relating to the Equipment, you will be in default. If you default, we may require you to do any combination of the following: (a) immediately pay all amounts then due, plus the present value of the remaining Lease Payments, Interim Rent and residual value of the Equipment, as determined by us, discounted at an annual rate of 3%; (b) return all of the Equipment; (c) allow us to repossess the Equipment; or (d) use any and all remedies available to us under applicable law. If you default, you agree to pay the cost of repossession and our attorney's fees and costs. In addition to all other charges and as reimbursement for expenses incurred and not as a penalty, we may require you to reimburse us for the phone calls, letters, and any additional expense incurred in the collection or servicing of this Lease for you. If we take possession of the Equipment, we may sell or otherwise dispose of it with or without notice, at a public or private sale, and apply the net proceeds (after we have deducted all costs related to the sale or disposition of the Equipment) to the amounts that you owe us. You agree that if notice of sale is required by law, 10 days' notice shall constitute reasonable notice. You remain responsible for any amounts that are due after we have applied such net proceeds. We may apply any security deposits to your obligations and if you do not default, the balance will be refunded without interest.

10. **ASSIGNMENT:** You have no right to sell or assign the Equipment or Lease. We may sell or assign our rights in the Lease and/or Equipment and the new owner will have all our rights but will not be subject to any claim or defense you have against us.

11. **ARTICLE 2A:** You agree this Lease is a "finance lease" as defined in Article 2A of the Uniform Commercial Code. You waive all rights and remedies conferred upon a lessee by Article 2A (508-522) of the UCC. You have received a copy of the Supply Contract or been informed of the identity of the Supplier and you may have rights under the Supply Contract and may contact the Supplier for a description of those rights.

12. **CREDIT INFORMATION:** You authorize us or any of our affiliates to obtain credit bureau reports, and make other credit inquiries that we deem necessary.

13. **CHOICE OF LAW: THIS LEASE WILL BE GOVERNED BY PENNSYLVANIA LAW. YOU CONSENT TO JURISDICTION IN THE STATE OR FEDERAL COURTS IN PENNSYLVANIA AND WAIVE ANY RIGHT TO A TRIAL BY JURY.**

14. **MISCELLANEOUS:** This Lease is the parties' entire agreement and can be amended only in writing signed by both parties. This Lease may be executed in counterparts (manually or by electronic means) and, when transmitted to us shall be binding upon you for all purposes. This Lease is not binding on us until we sign it. You agree not to raise as a defense to the enforcement of this Lease that it was executed or transmitted to us by electronic means. You will use the Equipment only for business purposes and not for personal, family or household use. The USA PATRIOT Act requires us to obtain, verify, and record information that identifies you thus we ask for your name, address and other information or documents that substantiate your identity.

ACCEPTED BY LESSEE: CITY OF EDGERTON	Print Name: _____	Title: _____
X _____	E-Mail Address: _____	Date: _____
Lessee Authorized Signature	Tax ID Number: 48-0734242	

**PERSONAL GUARANTY:** Undersigned guarantees that Lessee will make all payments and perform all other obligations under the Lease when due. Undersigned agrees that this is a guaranty of payment and not of collection, and that we can proceed directly against undersigned without first proceeding against Lessee or the Equipment. Undersigned also waives all suretyship defenses and notification if the Lessee is in default and consents to any extensions or modifications granted to Lessee. Undersigned will pay us all expenses (including attorneys' fees) we incur in enforcing our rights against undersigned or Lessee. If more than one person signs this guaranty, each agrees that his/her liability is joint and several. Undersigned authorizes us and our affiliates to obtain credit bureau reports and make inquiries regarding undersigned's personal credit. You consent to jurisdiction in the State or Federal courts in Pennsylvania and expressly waive any right to a trial by jury.

SIGNED X _____	Print Name: _____	E-Mail Address: _____
Accepted by: LEAF Capital Funding, LLC By: _____	Title: _____	Date: _____





**SCHEDULE A TO LEASE AGREEMENT  
(EQUIPMENT DESCRIPTION)**

Lease Application No.: **656920**

QNT	Equipment Description	New/Used	Make	Model	Serial Number
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**Location:** 305 E NELSON, EDGERTON, KS 66021

1	Kyocera TA 3553ci	New
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LESSEE: CITY OF EDGERTON

**LEAF CAPITAL FUNDING, LLC**

**BY:** \_\_\_\_\_

**BY:** \_\_\_\_\_

**PRINT NAME:** \_\_\_\_\_

**PRINT NAME:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_



**LEAF AUTOPAY PROGRAM**  
**(AUTHORIZATION TO DEBIT AND CREDIT ACCOUNT BY ACH)**

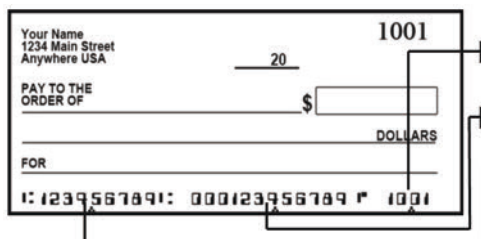
Customer Name: CITY OF EDGERTON

Application Number: 656920

In connection with the above referenced contract(s) ("Contract"), Customer(s) hereby authorize(s), **LEAF Capital Funding, LLC** AND/OR ITS AGENTS, SUCCESSORS AND ASSIGNS (collectively, "Company"), to initiate ACH credit and/or debit entries, and if necessary, adjust any credit and/or debit entries made in error to the account described below ("Account") at the financial institution named below ("Bank"). The authorization provided herein (this "Authorization") is intended to encompass all amounts due and to become due under the above Contract, including current and past due periodic payments, miscellaneous charges, taxes and late charges. This Authorization shall not be limited or deemed waived, nor shall Company assume any liability, if for any reason Company delays debiting the Account for amounts due under the Contract. FOR ADMINISTRATIVE PURPOSES, ALL DEBIT AND CREDIT ENTRIES SHALL APPEAR ON THE ACCOUNT AS BEING INITIATED BY **"LEASE SERVICES."**

BANK NAME: \_\_\_\_\_ ABA/ROUTING NUMBER: \_\_\_\_\_  
BRANCH: \_\_\_\_\_ ACCOUNT NAME: \_\_\_\_\_  
CITY: \_\_\_\_\_  
STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_ ACCOUNT NUMBER: \_\_\_\_\_

**(ATTACH A VOIDED CHECK ON THE ABOVE ACCOUNT)**



The check number is on the top and bottom right of the check - we do not need the check number.

**Account Number** is the middle group of 12 numbers on the bottom of your check.

**Routing Number** is the group of 9 numbers on the bottom left of your check.

Customer certifies that all information set forth above is true and correct. Customer agrees to give Company not less than twenty (20) days advance written notification of any termination or change in this Authorization, which shall remain in full force and effect until Company has received such written notification from Customer.

**Customer hereby acknowledges and agrees that the financial accommodations and periodic payments under the Contract have been agreed to by Company upon the condition that Company will be able to realize cost savings by administering the Contract using ACH debit and credit entries as authorized herein. If, for any reason, this Authorization is terminated or suspended or the Company is unable to administer the Contract by ACH debit and credit entries as authorized herein, Customer agrees that the periodic payments under the Contract may be increased by two percent (2%) until Company's ability to administer the Contract by ACH debit and credit entries as authorized herein has been restored to the reasonable satisfaction of Company.**

Signature: X \_\_\_\_\_ Customer Billing Contact Information  
Print Name: \_\_\_\_\_ (if different from information on left):  
Title: \_\_\_\_\_ Name: \_\_\_\_\_  
Date: \_\_\_\_\_ Title: \_\_\_\_\_  
Phone Number: \_\_\_\_\_ Phone Number: \_\_\_\_\_  
E-mail Address: \_\_\_\_\_ E-mail Address: \_\_\_\_\_

THE PERSON SIGNING ABOVE AFFIRMS THAT HE/SHE IS A DULY AUTHORIZED CORPORATE OFFICER OR OFFICIAL, PARTNER OR PROPRIETOR OF THE ABOVE NAMED CUSTOMER.

# Maintenance Agreement



Subject to the terms and conditions of this Agreement, MAPS, Inc. hereby agrees with the undersigned Customer to provide such maintenance and/or MPS services and/or products to the Customer as defined in this Agreement.

11630 W. 85th Street

Lenexa, KS 66214

PH: (913) 599-0500 FAX: (913) 599-0708

CUSTOMER	Customer Name CITY OF EDGERTON				Contract No. 916-01	
	Shipping Address 305 E. NELSON		City EDGERTON	State KS	Zip 66021	Account No. KW03
	Billing Address 404 E. NELSON		City EDGERTON	State KS	Zip 66021	Account No. KW03
	Contact Name KAREN KINDLE			Phone No. 913-893-6231		Fax No. 913-893-6232
	Email Address kkindle@edgertonks.org			Contract Dates 6/1/2021 - 5/31/2025		

TERM	Term	Equipment	Bill Code (exclude paper, transparencies, staples, etc)		Supplies Included:	
	<input type="checkbox"/> 5 Years (60 months)	<input checked="" type="checkbox"/> New	<input checked="" type="checkbox"/> Platinum	Includes all necessary service calls, labor, electrical and mechanical parts & specified supplies.	<input checked="" type="checkbox"/> Toner	<input type="checkbox"/> Staples
	<input checked="" type="checkbox"/> 4 Years (48 months)	<input type="checkbox"/> Recertified	<input type="checkbox"/> Gold	Includes all necessary service calls, labor, electrical and mechanical parts & one Maintenance Kit per monochrome device.	<input checked="" type="checkbox"/> Transfer Kit	
	<input type="checkbox"/> 3 Years (36 months)	<input type="checkbox"/> Used	<input type="checkbox"/> Silver	Includes all necessary service calls, labor, electrical & mechanical parts.	<input checked="" type="checkbox"/> Maintenance Kit	
	<input type="checkbox"/> 1Year (12 months)		<input type="checkbox"/> Bronze	Includes all necessary labor.	<input type="checkbox"/> Paper	<input type="checkbox"/> None

EQUIPMENT	Qty	Description/Model	Tag No.	Serial No.	Beginning Meters			
					Black	C/Accent	C/Gen Off	C/Pro
	1	KYOCERA TA-3553CI COLOR MFP	TBD	TBD	0		0	

CONTRACT	Monthly Base \$ Amt	Monthly Image Allowance				Monthly Overage/Excess Charges Per Page				Tag No.
		Black	C/Accent	C/Gen Off	C/Pro	Black	C/Accent	C/Gen Off	C/Pro	
	\$ 62.60	1,100		1,400		\$ 0.006		\$ 0.040		TBD

MAINTENANCE PLAN	<input checked="" type="checkbox"/> MAPS' MONTHLY PLAN	Comments: MAPS PRINTMATRIX mpsEXPRESS PLATINUM MAINTENANCE INCLUDES REPAIR SERVICE MECHANICAL PARTS, OEM TONER, CONSUMABLES, & TRAVEL. EXCLUDES STAPLES AND PAPER. PAGE VOLUMES BILLED MONTHLY IN ARREARS.
	<input type="checkbox"/> MAPS' QUARTERLY PLAN	
<input type="checkbox"/> MAPS' ANNUAL PLAN		
<p>The above referenced equipment is covered under the terms and conditions of this Agreement by MAPS, Inc. This Agreement includes above specified items and supplies necessary to keep the equipment in good operating condition during the coverage period in the normal business hours of 8:00 a.m. - 5:00 p.m. M-F.</p>		

<b>ATTACHMENTS</b>	<input type="checkbox"/> EXHIBIT A - "ADDITIONAL EQUIPMENT COVERED"	<input checked="" type="checkbox"/> NO EXHIBITS ATTACHED/APPLICABLE
	<input type="checkbox"/> EXHIBIT B - "CONNECTIVITY AND NETWORKING"	
	<input type="checkbox"/> EXHIBIT _____ - _____	
	<input type="checkbox"/> EXHIBIT _____ - _____	

<b>RESPONSIBILITIES</b>	1	<b>MAPS RESPONSE TIME GUARANTEE.</b> MAPS guarantees an average response time for service (excluding scheduled Preventative Maintenance) of four (4) to six (6) hours or less within the Kansas City metropolitan area Monday through Friday, 8:00 a.m. until 5:00 p.m., excluding holidays. The response time is calculated by recording the time of the Customer's call and subtracting it from the time our technician arrives at the location to repair the equipment. In the event that MAPS is unable to maintain its average response time for one (1) complete year, MAPS will credit five percent (5%) of the next three (3) months service contract base value.
	2	<b>MAPS FREE LOANER GUARANTEE.</b> If a contracted machine cannot be repaired within a reasonable time period, a loaner machine will be provided to the Customer at no additional charges and delivered within eight (8) business hours of such decision.
	3	<b>MAPS PREVENTATIVE MAINTENANCE GUARANTEE.</b> MAPS will systematically inspect and maintain equipment in order to maximize the operating life and minimize downtime. MAPS will provide the Customer with an inspection, cleaning, and lubrication for each contracted machine during the Agreement period. If a machine does not require service during the Agreement period, an inspection, cleaning, and lubrication will be performed as conveniently scheduled at the Customer's request. This Guarantee applicable only in KC metropolitan area.

<b>TERMS AND CONDITIONS</b>	1	<b>ENGAGEMENT.</b> In consideration of the performance, observance, and agreement by the Customer of the terms and conditions herein, MAPS agrees subject to the same, to perform all necessary maintenance and service on the equipment herein, unless the equipment malfunction is caused by fire, act of God, vandalism, customer misuse or neglect, or unauthorized modification or repairs.
	2	<b>TERM.</b> The initial term of this Agreement shall be for a period ending on the date shown and shall be automatically renewed for an additional period of twelve (12) months unless written notice of the termination is received by either party at least thirty (30) days and no more than (90) ninety days prior to the expiration of the initial term of the Agreement or any renewal term thereof. MAPS reserves the right to increase this Agreement on an annual basis as may be warranted by changing market conditions. This Agreement may not be cancelled for any reason. This Agreement may not be assigned by the Customer without the prior, written consent of MAPS, Inc.
	3	<b>COMPENSATION.</b> For the services provided by MAPS, Inc. under this Agreement, the Customer will pay any and all such amounts due, including the minimum monthly maintenance rate, any billable excess copy charges, applicable taxes, finance charges, late fees, and collection fees. This Agreement is subject to increased rates, based in part on such factors as service cost increases, manufacturer costs increases, and age of the equipment. If the Customer fails to make any payment when due under the terms and conditions hereunder and specified on invoices, or if the Customer is otherwise in default, Customer agrees that all remaining payments for the full term of this Agreement and any/all outstanding amounts shall become accelerated and due immediately. If the customer breaches this Agreement for any reason, MAPS may in its sole discretion invoice Customer the number of pages estimated to be remaining for the term based on the monthly average page counts. MAPS shall not be obligated to provide the guarantees and services herein this Agreement unless the Customer is current with all payments due MAPS hereunder this Agreement or any other transaction. If the Customer relocates the equipment, rates as provided herein may increase for the balance of the term.
	4	<b>CAPACITY/INDEPENDENT CONTRACTOR.</b> It is expressly understood and agreed that MAPS, Inc. is acting as an independent contractor and not as an employee in providing maintenance services hereunder. Both parties acknowledge that this Agreement does not create a partnership or joint venture between them.
	5	<b>EQUIPMENT CARE AND SUPPLIES.</b> Customer agrees to exert reasonable care in the operation of the equipment and any such consumable supply items not covered hereunder and as frequently are needed for maximum imaging quality. Only supplies (other than paper) that are produced by the Original Equipment Manufacturer (OEM) and/or MAPS, and obtained through MAPS may be used in conjunction with this Agreement. Both parties agree that applications with density coverage in excess 5% monochrome and twenty percent (20%) color (5% black, 20% color) may be subject to a per image surcharge. These percentages are based on 8.5" x 11" paper. Customer agrees to keep the supplies, if any, as provided in this Agreement in a safe place and only use them in the equipment specifically covered in this Agreement.
	6	<b>HOURS OF OPERATION.</b> All scheduled calls and intervening calls will be performed during the normal working hours of MAPS. Service calls requested for those other than the normal working hours of MAPS will be charged to the customer at the then current rate for after hours.
	7	<b>REPRESENTATIONS AND WARRANTIES.</b> Except as otherwise provided herein, there are no representations or warranties of any kind, express or implied with respect to services or products furnished hereunder, including merchantability or fitness for a particular purpose. Neither MAPS or the manufacturer shall be liable for any injury, loss, or damage, whether direct or consequential arising out of the use of, or the inability to use the product/equipment. Before using, Customer shall determine the suitability of the product for its intended use, and Customer assumes all risk and liability whatsoever in connection therewith.
	8	<b>MODIFICATION OF AGREEMENT.</b> Any amendment or modification of this Agreement or additional obligation assumed by either party will only be binding if evidenced in writing and signed by an authorized representative of each party.
	9	<b>SEVERABILITY.</b> In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or part, all other provisions will nevertheless continue to be valid and enforceable.
	10	<b>GOVERNING LAW.</b> This Agreement shall be governed by the laws of the State of Kansas without regard to any conflict of law rule hereof giving effect to the laws of any other jurisdiction.

<b>ACCEPTANCE</b>	THIS AGREEMENT IS <input checked="" type="checkbox"/> ACCEPTED <input type="checkbox"/> DECLINED BY		
	AUTHORIZED CUSTOMER SIGNATURE	TITLE	DATE
	AUTHORIZED MAPS SIGNATURE	TITLE	DATE





**EDGERTON**  
global routes. local roots.

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

## City Council Action Item

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**Council Meeting Date:** May 27, 2021

**Department:** Community Development

**Agenda Item: Consider Application FP2021-02, Final Plat for CY Edgerton Second Plat Generally Located Near the Southeast Corner of Homestead Lane and 191<sup>st</sup> Street, Edgerton, Kansas.**

### **Background/Description of Item:**

The City of Edgerton has received Application FP-2021-02 for the Final Plat of *CY Edgerton Second Plat*, generally located near the southeast corner of Homestead Lane and 191<sup>st</sup> Street, Edgerton, Kansas.

This parcel was annexed into the City of Edgerton on April 28, 2011. The Planning Commission held a public hearing for Preliminary Plat Application PP2021-02 on April 13, 2021. This Final Plat application aligns with the request made in that application.

This Final Plat request combines one parcel already platted with a parcel that is not platted. Arrowhead Intermodal Services currently conducts cargo container storage operations on the platted parcel. The applicant wishes to combine these two lots to accommodate the expansion of their cargo container storage operations. The new lot size which would total approximately 60.50 acres.

The parcel containing existing operations was rezoned from Johnson County RUR to City of Edgerton L-P on February 27, 2014 (Ordinance 966). A rezoning application for the second parcel was heard during a public hearing held on April 13, 2021 by the Planning Commission. Upon the conclusion of that public hearing, the Planning Commission recommended the second parcel for rezoning from Johnson County RUR to City of Edgerton L-P (Logistics Park District). In conjunction with the rezoning and plat applications, the applicant submitted a Conditional Use Permit (CUP) application, requesting a permit that would encompass all operations, existing and expanded. The public hearing for the CUP was also held on April 13, 2021 with the Planning Commission recommending approval for it as well. Both the rezoning and CUP applications were heard and approved by the Governing Body at the May 13, 2021 City Council meeting.

City staff has reviewed the Final Plat submittal for conformance with the approved Preliminary Plat and requirements in Section 13.3 of Article 13 of the Edgerton UDC. The applicant's engineer has updated the Final Plat as required by stipulations listed in the staff report and

the updated Final Plat is included here. This Final Plat has been reviewed by the City Engineer and found to be in compliance with City Code requirements.

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

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**Funding Source:** N/A

**Budget Allocated:** N/A

**Finance Director Approval:** N/A

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<p><b>Recommendation: Approve Application FP2021-02, Final Plat for CY Edgerton Second Plat Generally Located Near the Southeast Corner of Homestead Lane and 191<sup>st</sup> Street, Edgerton, Kansas.</b></p>
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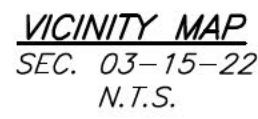
**Enclosed:**



- Revised Final Plat received May 10, 2021.
- Staff Report from April 13, 2021 Planning Commission including Final Plat Application FP2021-02
- Excerpt of April 13, 2021 Planning Commission Meeting Draft Minutes – CY Edgerton Second Plat portion only.

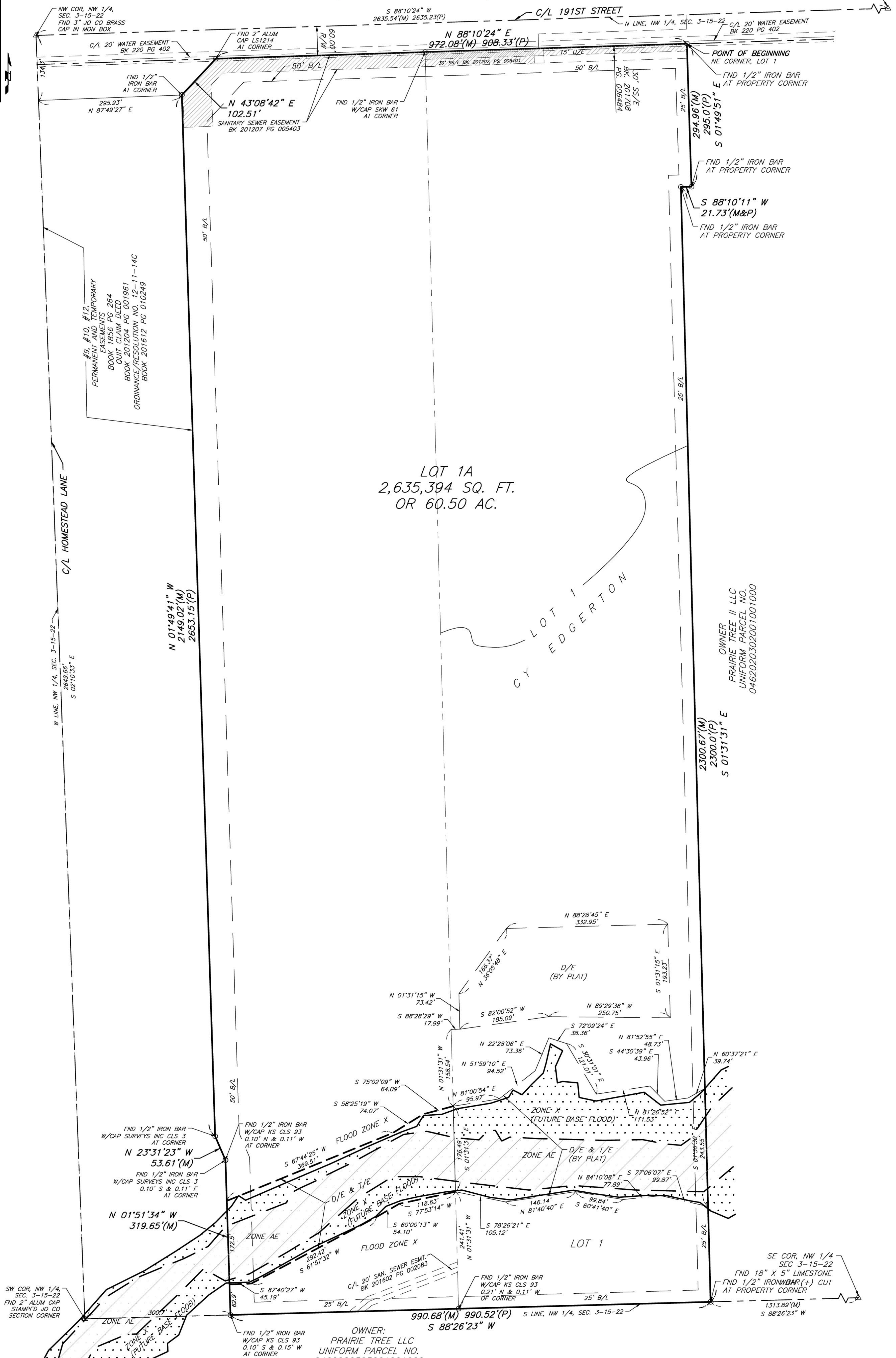
**Prepared by:** Katy Crow, Development Services Director



A REPLAT OF LOT 1, CY EDGERTON  
AND PART OF THE NW 1/4, SEC. 3, T. 15 S., R. 22 E.  
CITY OF EDGERTON, JOHNSON COUNTY, KANSAS



- △ - SECTION CORNER AS NOTED
- - MONUMENT FOUND AS NOTED
- - FOUND 1/2" IRON BAR AT CORNER UNLESS OTHERWISE NOTED
- - SET 1/2" x 24" IRON BAR W/ J&J SURVEY CAP.
- (P) - PLATTED DISTANCE
- (M) - MEASURED DISTANCE
- U/E - UTILITY EASEMENT
- B/L - BUILDING LINE
- D/E - DRAINAGE EASEMENT
- T/E - TRAIL EASEMENT
-  - ZONE AE
-  - ZONE X



<i>SHEET 2 OF 2</i>	<i>1</i>	<i>INITIAL SUBMITTAL</i>	<i>2-18-21</i>
	<i>2</i>	<i>REVISED PER COMMENTS</i>	<i>4-14-21</i>
	<i>3</i>	<i>REVISED PER COMMENTS</i>	<i>5-05-21</i>

Location: S:\21-026-191st. & Homestead\DRAWINGS\FINAL PLAT.dwg-Mon, 10/20/2021-9:04am



6500 NW TOWER DR., SUITE 102 • PLATTE WOODS, MO 64151  
PHONE (816)741-1017 • FAX (816)741-1018



5-10-21  
Date

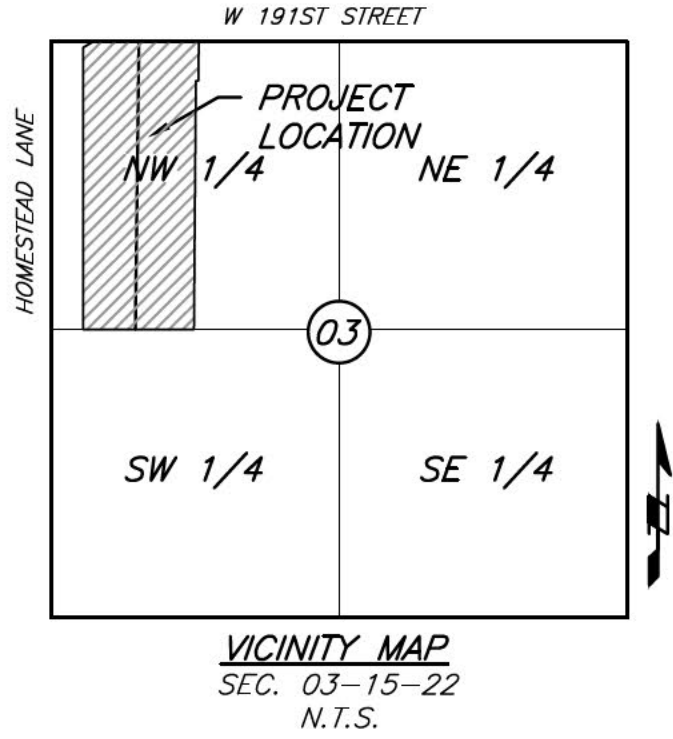
John B. Young PLS-1298

**CERTIFICATION:**

*I hereby certify that this drawing is based on an actual field survey made by me or under my direct supervision on the 5th day of February, 2021 and that the results are correctly shown and said survey meets or exceeds the current Kansas Minimum Standards for a Plat or Certificate of Survey, to the best of my knowledge and belief.*



FINAL PLAT  
CY EDGERTON  
A REPLAT OF LOT 1, CY EDGERTON  
AND PART OF THE NW 1/4, SEC. 3, T. 15 S., R. 22 E.  
CITY OF EDGERTON, JOHNSON COUNTY, KANSAS



PROPERTY DESCRIPTION:

A Tract of land being part of Lot 1, CY EDGERTON a subdivision and part of the Northwest Quarter of Section 3, Township 15 South, Range 22 East, in the City of Edgerton, Johnson County, Kansas, being more or particularly described as follows:

Beginning at the Northeast corner of said Lot 1; Thence along the East line of said Lot 1, the following three courses; Thence South 01°49'51" East, 294.96 feet; Thence South 88°10'11" West 21.73 feet; Thence South 01°31'31" East, 2,300.67 feet, to the South line of said Northwest Quarter, said point also being the Southeast corner of said Lot 1; Thence South 88°26'23" West, along said South line 990.68 feet, to the East Right-of-Way line of Homestead Lane as now established. Thence along said East Right-of-Way line the following four courses; Thence North 01°51'34" West, 319.65 feet; Thence North 23°31'23" West, 53.61 feet; Thence North 01°49'41" West 2,149.02 feet; Thence North 43°08'42" East, 102.51 feet, to the intersection with the South Right-of-Way line of 191st Street, as now established; Thence North 88°10'24" East, along said South Right-of-Way line, 972.08 feet to the Point of Beginning. Contains 2,635,394 square feet or 60.50 acres.

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:  
"CY EDGERTON"

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

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

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

An easement or license to enter upon, for the purpose of constructing, using, replacing, and maintaining a public trail and appurtenant work in any part of the easement, upon, over, and through those areas outlined and designated on this plat as "Trail Easement" or "T/E" is hereby granted to the City of Edgerton, Kansas.

EXECUTION:

IN TESTIMONY WHEREOF, the undersigned proprietor has caused this instrument to be executed this \_\_\_\_\_ day of \_\_\_\_\_ 2021

CY EDGERTON L.L.C.

Joshua Cooley President

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

BE IT REMEMBERED, that on this \_\_\_\_\_ day of \_\_\_\_\_ 2021, before me a Notary Public in and for said County and State, came Joshua Cooley, President of CY Edgerton, L.L.C., who is personally known to me to be the same person who executed the foregoing instrument of writing on behalf of said limited liability company, and he duly acknowledged the execution of the same to be the act and deed of said limited company.

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

My appointment expires: \_\_\_\_\_  
Notary Public

EXECUTION:

IN TESTIMONY WHEREOF, the undersigned proprietor has caused this instrument to be executed this \_\_\_\_\_ day of \_\_\_\_\_ 2021

Omar J Holtgraver Revocable Trust

Omar J Holtgraver Owner India L Holtgraver Co-Trustee  
STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

BE IT REMEMBERED, that on this \_\_\_\_\_ day of \_\_\_\_\_ 2021, before me a Notary Public in and for said County and State, came Omar J Holtgraver and India L Holtgraver, who is personally known to me to be the same person who executed the foregoing instrument of writing on behalf of said limited liability company, and he duly acknowledged the execution of the same to be the act and deed of said limited company.

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

My appointment expires: \_\_\_\_\_  
Notary Public

APPROVALS:

APPROVED by the Planning Commission of the City of Edgerton, Johnson County, Kansas, on this \_\_\_\_\_ day of \_\_\_\_\_ 2021.

John Daley, chairperson Jeremy Little, secretary

APPROVED by the Governing body of the City of Edgerton, Johnson County, Kansas, on this \_\_\_\_\_ day of \_\_\_\_\_ 2021

Donald Roberts, Mayor Alexandria Clower, City Clerk

APPROVED by the Zoning Administrator, on this \_\_\_\_\_ day of \_\_\_\_\_ 2021

Katy Crow, Zoning Administrator

GENERAL SURVEY NOTES:

- 1.) The plat of, C Y EDGERTON, part of the NORTHWEST QUARTER of SECTION 3, TOWNSHIP 15 SOUTH, RANGE 22 EAST, in the City of Edgerton, JOHNSON COUNTY, KANSAS is recorded in Plat Book 201708 at Page 006484 in the Register of Deeds Office in Johnson County, Kansas.
- 2.) Title Report # 1087235 dated January 8, 2021 at 8:00 AM provided by Stewart Title Company was provide by client.
- 3.) Bearings used on this survey are based on the KANSAS STATE PLANE NORTH ZONE of PT. of NW 1/4 SECTION 3-15-22 JOHNSON COUNTY, KANSAS SURVEY

FLOOD PLAIN:

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

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

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

SPECIAL FLOOD HAZARD AREAS (SFHASs), defined as areas of 1% annual chance of flood, ZONE AE defined as base flood elevations determined.

NOTES:

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

CLOSURE CALCULATIONS:

Precision, 1 part in: 744,309.917'  
Error distance: 0.00968'  
Error direction: N24°34'16"W  
Perimeter: 7204.92'

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

LOT INFORMATION					
LOT NO.	AREA	FRONT SETBACK	SIDE SETBACK	REAR SETBACK	BUILDING ENVELOPE
1A	2,635,394 S.F. 60.50 AC.	50'	25'	25'	2,368,560 S.F. 54,375 AC.

CLIENT:

Alex Bruggen  
ARCO CONSTRUCTION  
5015 NW Canal Street  
Riverside, Mo 64150  
Ph. No: (816) 278-1034

OWNER OF WEST HALF:

OMAR J. HOLTGRAVER  
INDIA L. HOLTGRAVER  
1979 HASKELL ROAD  
OTTAWA, KANSAS 66067  
Phone Number: (913) 856-8377

OWNER OF EAST HALF:

CY EDGERTON LLC  
20012 W South Arsenal Road  
Wilmington, IL 60481  
Phone Number: (708) 333-7510

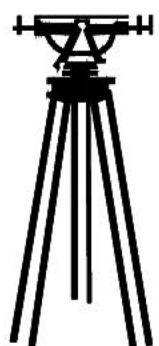
PROPERTY ADDRESS:

32355 W 191st & Homestead Lane  
Edgerton, Kansas 66021

SHEET 1 OF 2

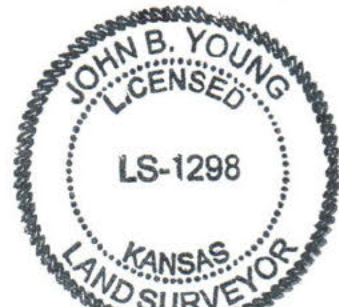
1	INITIAL SUBMITTAL	2-18-21
2	REVISED PER COMMENTS	4-14-21
3	REVISED PER COMMENTS	5-05-21

Location: S:\21.026-191st & Homestead\DRAWINGS\FINAL\PLAT.dwg-May 05, 2021-3:24pm



J & J  
SURVEY  
LLC

6500 NW TOWER DR., SUITE 102 • PLATTE WOODS, MO 64151  
PHONE (816)741-1017 • FAX (816)741-1018



5-5-21  
Date

John B. Young PLS-1298

CERTIFICATION:

I hereby certify that this drawing is based on an actual field survey made by me or under my direct supervision on the 5th day of February, 2021 and that the results are correctly shown and said survey meets or exceeds the current Kansas Minimum Standards for a Plat or Certificate of Survey, to the best of my knowledge and belief.



## STAFF REPORT

April 13, 2021

To: Edgerton Planning Commission  
Fr: Chris Clinton, Planning and Zoning Coordinator  
Re: **FP2021-02** Final Plat for *CY Edgerton Second Plat (Arrowhead)* generally located at the southeast corner of Homestead Lane and 191<sup>st</sup> Street.

### APPLICATION INFORMATION

**Applicant:** CY Edgerton  
32355 W 191<sup>st</sup> Street  
Edgerton, KS 66201

**Property Owner:** CY Edgerton, LLC  
20012 W South Arsenal Rd  
Wilmington, IL 60481

And

Omar Holtgraver  
1979 Haskell Road  
Ottawa, KS 66067

**Requested Action:** Final Plat approval for *Arrowhead*.

**Legal Description:** NW ¼ Section 3, Township 15 S, Range 22 E, in the City of Edgerton, Johnson County, Kansas; see attached application for complete legal description.

**Site Address/Location:** Southeast corner of Homestead Lane and 191<sup>st</sup> Street

**Existing Zoning and Land Uses:** L-P (Logistics Park) District Zoning

**Existing Improvements:** None

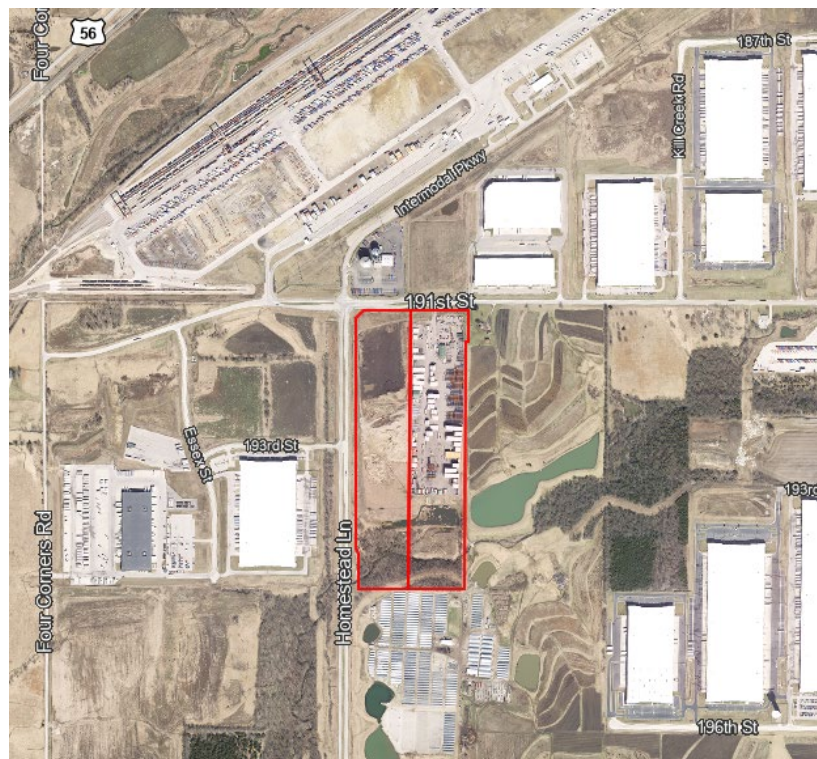
**Site Size:** Approximately 60.50 acres

### PROJECT DESCRIPTION

Application **FP2021-02**, Final Plat for *Arrowhead*, requests approval for the platting of one (1) lot. The new lot would have frontage along the south side of 191<sup>st</sup> Street right-of-way and the east side of Homestead Lane right-of-way. This Final Plat request is being made in preparation to expand the existing cargo container storage lot that is currently located on the eastern parcel. This Final Plat request aligns with the request made with Preliminary Plat Application PP2021-02, also

FP2021-02 Final Plat – Arrowhead

## Page 2



## INFRASTRUCTURE AND SERVICES

1. Current access to the parcels is from 191<sup>st</sup> Street.
2. Utilities and service providers.
  - a. Water Service – City of Edgerton.
  - b. Sanitary Sewer – City of Edgerton.
  - c. Electrical Service – Evergy.
  - d. Gas Service – Kansas Gas Service.
  - e. Police protection is provided by the City of Edgerton through the Johnson County Sheriff's Office.
  - f. Fire protection is provided by Johnson County Fire District #1.
3. Parcel is located within the Bull Creek watershed.

## FINAL PLAT REVIEW

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

1. Ownership of parcel. *The sale of the parcel from Omar and India Holtgraver has not been finalized so the Final Plat should reflect two property owners. **Update Final Plat.***
2. 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 must be monumented with a 2" x 24" metal bar. *All corners should be shown with set or found monuments and it must be confirmed that all the monuments have been set. The SE corner of the NW ¼, (3-15-22) is a supporting section corner. It is shown as calculated but the City Engineer believes the corner exists and reference ties also exist. This corner should be found or reset according to those ties. The plat should be revised based upon the location of this section corner. Additionally, Lot 1 needs to be labeled in the southeast corner. **Update Final Plat.***
3. 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. *City Engineer has indicated the closure error has not been provided. **Update Final Plat.***
4. Individual notation and a TABLE showing: lot area, setbacks, and building envelopes. *This table is missing and there is a building line setback going down the middle of the plat that needs to be removed as the set back is from the property lines. **Update Final Plat.***
5. All easements with widths, and roads with curve data. *Existing easements for the sanitary sewer pump station, force mains, and gravity sewer have not been shown. Additionally, a drainage and trail easement must be provided over the floodplain on the western half of the proposed plat that matches the drainage and trail easement on CY Edgerton Final Plat recorded with the Johnson County RTA on August 18, 2017. Additional utility easements may be necessary, and the plat should be reviewed by utility providers to confirm their requirements. **Update Final Plat.***
6. A written legal description from the survey. *Review legal description – phrase "SECOND PLAT" should be removed. **Update Final Plat.***
7. An instrument of dedication for all roads and easements. *There are typos in the dedication portion. **Update Final Plat.***

8. Private travel easements. *There is an existing access easement. Is this easement still needed or can it be vacated with this Final Plat? **Update Final Plat as needed.***
9. Certificate of the Governing Body with City Clerk's attest and Seal. *The City Clerk is not correct. **Update Final Plat.***
10. Edgerton City Planning Commission chair and secretary approval. *The names shown are not correct. **Update Final Plat.***
11. Certificate of the Register of Deeds. *Certificate needs to be added to plat. **Upon filing Final Plat with Johnson County Records and Tax Administration the Book/Page information will be added.***
12. Certificate of the Zoning Administrator. *The name of the Zoning Administrator is not correct. **Update Final Plat.***

#### **OTHER COMMENTS**

1. The Johnson County RTA limits plat document size to 36" x 30". *Submitted document is 42" x 30". **Submit document correctly sized for recording.***
2. The property address is incorrectly listed as Gardner, Kansas. ***Update Final Plat.***
3. A phone number needs to be provided for the property owner. ***Update Final Plat.***
4. There are several typographical errors which need to be corrected. ***Update Final Plat.***

#### **RECOMMENDATION**

City staff recommends **approval** of Application **FP2021-02** Final Plat for *Arrowhead*, subject to compliance with the following stipulations:

1. The commencement of any improvements shall not occur prior to the approval and endorsement of the Final Plat by the Governing Body and the submittal and approval of construction plans for all streets, sidewalks, storm water sewers, sanitary sewers, and water mains contained within the Final Plat. The property owner and/or developer shall work with City staff to determine the best possible placement for a storm water easement and shall dedicate said storm water easement on the submitted Final Plat.
2. The applicant shall meet all requirements of Recording a Final Plat as defined in Section 13.5 of the Edgerton Unified Development Code.
3. The applicant shall meet all requirements of Financial Assurances as defined in Section 13.7 of the Edgerton Unified Development Code.
4. All City Engineer comments related to the Stormwater Management Plan must be addressed.
5. All Final Plat requirements of the City listed above shall be met or addressed prior to recording of the Plat.
6. If the Final Plat is not recorded with the Johnson County Register of Deeds within one year after acceptance by the Governing Body, the plat will expire. Planning Commission re-approval and Governing Body re-acceptance is required for expired Final Plats.

#### **ATTACHMENTS**

- Application FP2021-02
- Final Plat, *Arrowhead*



☒ INITIAL SUBMISSION☐ RE-REVIEW

NAME OF PROPOSED SUBDIVISION: Arrowhead Phase III

LOCATION OR ADDRESS OF SUBJECT PROPERTY: W 191st Street and Homestead Lane

LEGAL DESCRIPTION: Northwest Quarter of Section 3, Township 15 South, Range 22 East, Johnson County, Kansas

CURRENT ZONING ON SUBJECT PROPERTY: 29.3 Agricultural CURRENT LAND USE: 1 Vacant

TOTAL AREA: \_\_\_\_\_ Acres      NUMBER OF LOTS: \_\_\_\_\_      AVG. LOT SIZE: N/A Sq. Ft.

DEVELOPER'S NAME(S): Joshua Cooley PHONE: 913-287-2752

COMPANY: CY Edgerton, LLC FAX: \_\_\_\_\_

MAILING ADDRESS: 32355 W. 191st St., Edgerton, Kansas 66201

PROPERTY OWNER'S NAME(S): Omar J Holtgraver PHONE: 913-980-8310

COMPANY: N/A FAX: \_\_\_\_\_

MAILING ADDRESS: 179 Haskell Rd., Ottawa, KS 66067

ENGINEER'S NAME(S): Clint Loumaster PHONE: 913-577-8266

COMPANY: George Butler Associates, Inc. FAX: \_\_\_\_\_

MAILING ADDRESS: 9801 Renner Boulevard Suite 300, Lenexa, KS 66219-9745

Street	City	State	Zip
9801 Renner Boulevard Suite 300	Lenexa	KS	66219-9745

SIGNATURE OF OWNER OR AGENT:

If not signed by owner, authorization of agent must accompany this application.

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

**FOR OFFICE USE ONLY**

Application No.: FP2021-02 Application Fee Paid: \$ 310\* Date Fee Paid: 3/4/21 Receipt # 10136771

Publication Fee Paid: \$ 172.50 Date Fee Paid: 4/1/21 Receipt # 33682337

Received By: Veronica Huffman \*300+\$10 per lot

## 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

vs. 12.12.19



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.

vs. 12.12.19

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**PROPERTY BOUNDARY LEGAL DESCRIPTION**  
**FROM J&J SURVEY DATED: FEBRUARY 5, 2021**

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PROJECT: Arrowhead Intermodal - 3  
20,000 SF New BTS  
ARCO Job No. K-710

LOCATION: 32355 W. 191<sup>st</sup> Street  
Edgerton, KS 66021

DATE: February 5, 2021

Deed descriptions

Book 5963, Page 691

A part of the Northwest Quarter of Section 3, Township 15 South, Range 22 East, Johnson County, Kansas, More Particularly described as follows:

Beginning at the Northwest corner of said Northwest Quarter; Thence North 90° East, along the North line of said Northwest Quarter, a distance of 1035.25 feet, Thence South 0° East, a distance of 740.36 feet; Thence South 90° East, a distance of 282.28 feet; Thence South 0°18'01" West, a distance of 1914.73 feet to a point on the South line of said Northwest Quarter; Thence North 89°44'38" West a distance of 1291.75 feet to the Southwest corner of said Northwest Quarter, Thence North 0°20'27" West, a distance of 2649.33 feet, to the point beginning, containing 74.72 acres.

Also, Lot1, Final PLAT of C Y EDGERTON, part of the Northwest Quarter of Section 3, Township 15 South, Range 22 East, in the City of Edgerton, Johnson County, Kansas

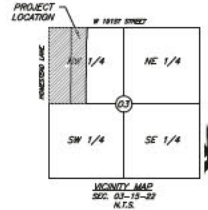
AND EXCEPT:

QUITCLAIM DEED Book 201204, Page 001961

a tract of land in the Northwest Quarter of Section 3, Township 15 South, Range 22 East of the 6<sup>th</sup> P.M., described as follows: Beginning at the Southwest corner of said Quarter Section: First course, Thence on an assumed bearing of North 88°26'03" East, 300.63 feet along the South line of said Quarter Section; Second course, Thence North 01°49'33" West, 319.56 feet; Third course, Thence North 23°37'38" West 53.85 feet; Fourth course, Thence North 01°49'33" West, 2148.99 feet; Fifth course, Thence North 43°14'32" East, 102.62 feet; Sixth course, Thence North 88°10'23" East 666.09 feet to the West line of a tract of land described in a deed recorded in Book 3047, Page 6 in the Register of Deeds office. JOHNSON COUNTY, KANSAS; Seventh course, Thence North 01°49'37" West, 30.00 feet along said West line; Eighth course, Thence North 88°10'23" East, 306.00 feet to the East line of said tract of land; Ninth course, Thence North 01°49'37" West 30.00 feet along said East line to the North line of said Quarter Section; Tenth course, Thence South 88°10'23" West, 1341.25 feet along said North line to the Northwest corner of said Quarter Section; Eleventh course, Thence South 02°10'09" East, 2649.70 feet along the West line of said Quarter Section to the point of beginning. The above described tract contains 19.00 acres, which includes 1.82 acres of existing right of way, resulting in an acquisition of 17.18 acres, more or less.



# FINAL PLAT CY EDGERTON SECOND PLAT A REPLAT OF LOT 1, CY EDGERTON AND PART OF THE NW 1/4, SEC. 3, T. 15 S., R. 22 E. CITY OF EDGERTON, JOHNSON COUNTY, KANSAS



## PROPERTY DESCRIPTION:

A tract of land being part of Lot 1, CY EDGERTON SECOND PLAT a subdivision and part of the Northwest Quarter of Section 3, Township 15 South, Range 22 East, in the City of Edgerton, Johnson County, Kansas, being more particularly described as follows:

Beginning at the Northeast corner of said Lot 1; Thence along the East line of said Lot 1, the following three courses: Thence South 01°49'31" East, 204.86 feet; Thence South 88°10'11" West 21.73 feet; Thence South 01°49'31" East, 204.86 feet; Thence South 88°10'11" West 21.73 feet; Thence along the South line of said Lot 1; Thence South 88°10'11" West, along said South line 995.68 feet; to the East Right-of-Way line of Homestead Lane as now established; Thence along said East Right-of-Way line the following four courses: Thence North 01°31'34" West, 318.65 feet; Thence North 27°31'23" West, 53.61 feet; Thence North 01°49'31" West 21.73 feet; Thence North 88°10'11" East, 102.51 feet; to the intersection with the South Right-of-Way line of 191st Street, as now established; Thence North 88°10'11" East, along said South Right-of-Way line, 972.08 feet to the Point of Beginning. Contains 2,635,394 square feet or 60.50 acres.

## DEFINITION:

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:

"CY EDGERTON SECOND PLAT"

The undersigned proprietor of said property shown on this plat does hereby dedicate for public use and public ways and thoroughfares, all parcels and parts of land indicated on said plat as streets, highways, places, roads, drives, lanes, passages, avenues and alleys not heretofore dedicated; where either easement rights have been granted to any person, utility or corporate on said parts of the land as dedicated, and any pipes, lines, poles and wires, conduits, ducts or cables heretofore installed thereupon and therein are required to be removed, in accordance with proposed improvements as now set forth, the undersigned proprietor hereby declares and agrees to indemnify the City of Edgerton, Kansas, from any expense incurred in the restoration of any such existing utility installation within said property shown.

An easement or license to enter upon, locate, construct, use and maintain or authorize the location, construction or maintenance and use of conduits, water, gas, sewer pipes, poles, wires, drainage facilities, irrigation systems, ducts and cables, and similar facilities, upon, over and under these areas outlined and designated on this plat as "Utility Easement" or "U/E" is hereby granted to the City of Edgerton, Kansas, with subordinate use of the same by other governmental entities and public utilities as may be authorized by state law. No such easement for said purposes. Utility easements shall be kept clear of obstructions that impair the strength or interfere with the use and/or maintenance of the public utilities located within the easement.

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

An easement or license to enter upon, for the purpose of constructing, using, replacing, and maintaining a public trail and appurtenant work in any part of the easement, upon, over, and through these areas outlined and designated on this plat as "Trail Easement" or "T/E" is hereby granted to the City of Edgerton, Kansas.

## EXHIBITION:

IN TESTIMONY WHEREOF, the undersigned proprietor has caused this instrument to be executed this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

CY EDGERTON LLC.

Joshua County, President

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

BE IT REMEMBERED, that on this \_\_\_\_\_ day of \_\_\_\_\_, 2021, before me a Notary Public in and for said County and State, came Joshua County, President of CY Edgerton, LLC, who is personally known to me to be the same person who executed the foregoing instrument of writing on behalf of said limited liability company, and he duly acknowledged the execution of the same to be the act and deed of said limited company.

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

Notary Public My appointment expires: \_\_\_\_\_

## APPROVALS:

APPROVED by the Planning Commission of the City of Edgerton, Johnson County, Kansas, on this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

Chuck Davis, chairperson Allen, O'Neil, secretary

APPROVED by the Governing Body of the City of Edgerton, Johnson County, Kansas, on this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

Donald Roberts, Mayor Jessica Reavis, City Clerk

APPROVED by the Zoning Administrator, on this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

Kenneth A. Cook, Zoning Administrator

## GENERAL SURVEY NOTES:

1.) The plat of CY EDGERTON, part of the NORTHWEST QUARTER of SECTION 3, TOWNSHIP 15 SOUTH, RANGE 22 EAST, in the City of Edgerton, JOHNSON COUNTY, KANSAS is recorded in Plat Book 201708 of Page 008484 in the Register of Deeds Office in Johnson County, Kansas.

2.) This Report # 1087235 dated January 8, 2021 at 8:00 AM provided by Stewart Title Company was provided by client.

3.) Readings used on this survey are based on the KANSAS STATE PLANE NORTH ZONE at FT. of NW 1/4 SECTION 3-15-22 JOHNSON COUNTY, KANSAS SURVEY.

## FLOOD PLANS:

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

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

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

SPECIAL FLOOD HAZARD AREAS (SFHAS), defined as areas of 1% annual chance of flood, ZONE AE defined as base flood elevations determined.

## CERTIFICATION:

I hereby certify that this drawing is based on an actual field survey made by me or under my direct supervision on the 25th day of February, 2021 and that the results are correctly shown and said survey meets or exceeds the current Kansas Minimum Standards for a Plat or Certificate of Survey, to the best of my knowledge and belief.



Joshua R. Young LS-1298



J & J SURVEY LLC  
1800 NW 10TH ST. SUITE 100 • PLATEAU, MO 64651  
PHONE: 816 741-1017 • FAX: 816 741-1018

Location: S:\21.026-191st & Homestead\DRAWINGS\FINALPLAT.dwg- Feb 24, 2021-1:02pm

INITIAL SUBMITTAL 2-18-21

SHEET 1 OF 1

**DRAFT EXCERPT  
MINUTES – APRIL 13, 2021 PLANNING COMMISSION MEETING**

**EDGERTON CITY HALL  
PLANNING COMMISSION MEETING  
April 13, 2021**

A regular session of the Edgerton Planning Commission (the Commission) was held in the Edgerton City Hall, 404 E. Nelson Edgerton, Kansas on April 13, 2021. The meeting convened when Chairperson John Daley called the meeting to order at 7:00 PM.

**ROLL CALL**

Jeremy Little	present
Charlie Crooks	present
Tim Berger	present
Deb Lebakken	present
John Daley	present

With a quorum present, the meeting commenced.

Staff in attendance:

- City Administrator Beth Linn
- City Attorney Lee Hendricks
- Development Services Director Katy Crow
- Planning and Zoning Coordinator Chris Clinton
- Marketing and Communications Director Kara Banks
- City Clerk Alex Clower

**11. CONSIDER FINAL PLAT APPLICATION FP2021-02 FOR ARROWHEAD PHASE III GENERALLY LOCATED AT THE SOUTHEAST CORNER OF HOMESTEAD LANE AND 191<sup>ST</sup> STREET.**

Chairperson Daley requested City Staff present their findings regarding the final plat.

Ms. Crow stated this item will also go to the Governing Body because of the easements being included on the plat. She explained the owners of the parcel need to be reflected on the map as the sale of the land is contingent on the project being approved. She said the City Engineer has requested the monuments be shown as well as other comments regarding to the survey of the property. There is a table that needs to be included on the plat. All of the easements proposed and existing need to be included on the plat. Ms. Crow noted some typing errors in the dedication portion of the plat. The signature blocks need to be updated on the plat as well. Ms. Crow stated City Staff does recommend approval with the following stipulations:

1. The commencement of any improvements shall not occur prior to the approval and



endorsement of the Final Plat by the Governing Body and the submittal and approval of construction plans for all streets, sidewalks, stormwater sewers, sanitary sewers, and water mains contained within the Final Plat. The property owner and/or developer shall work with City Staff to determine the best possible placement for a stormwater easement and shall dedicate said stormwater easement on the submitted Final Plat.

2. The applicant shall meet all requirements of Recording a Final Plat as defined in Section 13.5 of the Edgerton UDC.
3. The applicant shall meet all requirement of Financial Assurances as defined in Section 13.7 of the Edgerton UDC.
4. All City Engineer comments related to the Stormwater Management Plan must be addressed.
5. All Final Plat requirements of the City listed earlier shall be met or addressed prior to the recording of the Plat.
6. If the Final Plat is not recorded with the Johnson County Register of Deeds within one year after acceptance by the Governing Body, the plat will expire. Planning Commission re-approval and Governing Body re-acceptance is required for expired Final Plats.

There were no additional comments made by the applicant.

Commissioner Berger inquired what the time frame was to have the items noted corrected. Ms. Crow replied if the plat has not been recorded with the County within one (1) after the Governing Body accepts the plat, it will expire. She added that prior to the final plat being presented to the Governing Body, all corrections must be made. Once corrections are received the Final Plat would go to the council for acceptance at the next available meeting.

Commissioner Berger moved to recommend approval of Application FP2021-02 subject to the stipulations outlined by City Staff. Commissioner Crooks seconded the motion. Application FP2021 was recommended for approval, 4-0.



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## City Council Action Item

**Council Meeting Date:** May 27, 2021

**Department:** Public Works

### **Agenda Item: Consider Actual Project Costs and Final Acceptance of 56 Highway Multi-Use Trail Project**

**Background/Description of Item:**

At the 2017 Capital Improvement Program Work Session, the City Council allocated \$150,000 of the Logistics Park Kansas City (LPKC) Phase I Maintenance Fee towards Parks and Recreation Projects for 2017 and 2018. During the Capital Improvement Program discussion on June 7, 2018, City Council provided direction to move forward with the design of a multi-use path along Highway 56 to provide pedestrian/bicycle access from neighborhood/residences along Highway 56 to Dollar General, Edgerton Elementary, and other future development.

On August 23, 2018 City Council Approved the Agreement with BG Consultants for the engineering and design services for the Multi-Use Trail along 56 Highway from West 1<sup>st</sup> Street to West 8<sup>th</sup> Street. This project consists of approximately 2400 LF of multi-use trail that uses a section that is 10' wide.

On September 26, 2019 staff presented the results of the bidding process for the 56 Highway Multi-Use Trail Project. After the bid opening in September 2019, City Council rejected the bids due to costs significantly over budget. Staff was directed to look for options such as phasing this project with other projects, look for cooperative purchasing options and any other cost saving measures available. Project cost estimates through the bidding process are below:

<b>COMPETITIVE BIDDING PROJECT COSTS</b>	
<b>56 Highway Multi-Use Trail</b>	<b>Phase I &amp; II</b>
Legal/Land Acquisition	\$30,300
Design	\$28,220
Construction	\$261,644
City Engineer	\$722
Misc. (title work, recording fee)	\$14,931
<b>OVERALL TOTAL:</b>	<b>\$335,817</b>



**Cooperative Bidding:** On April 23, 2020, staff recommended the use of Johnson County Parks and Recreation cooperative bidding documents (Rieke Brothers and Updike Paving) to begin the construction of Phase I of the 56 Highway Multi-Use Trail. Cooperative bidding allows staff to utilize (i.e. piggy-back on) unit pricing that was competitively bid by another entity (JCPRD).

On August 13, 2020 staff again came before council to request the use of Rieke Brothers and Updike Paving to construct Phase II of the 56 Highway Multi-Use Trail. At that time the current CIP lists this project as two separate projects. Throughout the process of design and bidding, these Phases have been discussed as a single project. City Council approved the additional \$78,883 be allocated from LPKC Phase 1 Maintenance Fee. Sufficient funding exists in LPKC Phase 1 Maintenance Fee due to vacancy of the Assistant City Administrator Position in 2020.

Utilizing cooperative bidding estimates requires staff to estimate labor and materials for completion of the work. Below are the estimates prepared by Staff for each phase.

<b>COOPERATIVE BIDDING ESTIMATES</b>		
<b>56 Highway Multi-Use Trail</b>	<b>Phase I</b>	<b>Phase II</b>
Legal/Land Acquisition	\$3,743	\$38,647
Design	\$14,110	\$14,110
Estimated Construction	\$80,000	\$74,710
City Engineer	\$722	\$500
Misc. (title work, recording fee)	\$733	\$1,608
<b>TOTAL:</b>	<b>\$99,308</b>	<b>\$129,575</b>
<b>OVERALL TOTAL:</b>		<b>\$228,883</b>

As the project was completed, staff identified a couple of categories of work that required additional labor and/or materials that original estimated. Below is actual projects costs by category.

Actual construction costs exceed the estimated costs by \$38,504 due to additional labor needed by the grading and concrete contractor to bring site conditions to match design plans. **Staff recommends these additional costs be allocated from the same funding source as the rest of the project costs, the LPKC Phase I Maintenance Fee. This project was entirely funded by revenue from Logistics Park Kansas City. NO city general revenues were used for the project.**

<b>COOPERATIVE BIDDING ACTUAL PROJECT COSTS</b>		
<b>56 Highway Multi-Use Trail</b>	<b>Phase I</b>	<b>Phase II</b>
Legal/Land Acquisition	\$3,821	\$39,395
Design	\$14,560	\$16,588
Construction	\$74,939	\$115,350
City Engineer	\$722	\$722
Misc. (title work, recording fee)	\$283	\$1,007
<b>TOTAL:</b>	<b>\$94,325</b>	<b>\$173,062</b>
<b>OVERALL TOTAL:</b>		<b>\$267,387</b>

Staff would note that while the actual costs increased from estimate costs, the actual project costs were significantly lower than the competitive bids rejected by council in September 2019, a **total project savings of \$68,430**.

PROJECT COST COMPARISONS		
56 Highway Multi-Use Trail	Competitive Bid	Cooperative Bid (Actuals)
Legal/Land Acquisition	\$30,300	\$43,216
Design	\$28,220	\$31,148
Construction	\$261,644	\$190,289
City Engineer	\$722	\$1,444
Misc. (title work, recording fee)	\$14,931	\$1,290
<b>TOTAL:</b>	<b>\$335,817</b>	<b>\$267,387</b>
<b>OVERALL SAVINGS:</b>		<b>\$68,430</b>

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

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**Funding Source:** LPKC Phase 1 Maintenance Fee

**Budget Allocated:** \$228,883

x Karen E. Kindle

**Finance Director Approval:** Karen Kindle, Finance Director

<b>Recommendation: Approve Actual Project Costs and Final Acceptance of 56 Highway Multi-Use Trail Project</b>
--

**Enclosed:**

**Prepared by:** Dan Merkh, Public Works Director



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## City Council Action Item

**Council Meeting Date:** May 27, 2021

**Department:** Parks and Recreation

### **Agenda Item: Consider Resolution No. 05-27-21A Temporarily Waiving City Prohibition As To The Sale And Consumption Of Alcoholic Liquor On Certain Public Property**

#### **Background/Description of Item:**

Edgerton Frontier Days will be held June 18-19, 2021. The Edgerton Frontier Days Committee has requested permission to sell and serve alcoholic liquor (i.e. alcoholic beverages other than 3.2% beer [a/k/a cereal malt beverage]) at the Festival.

Chapter III, Article I, Section 3-202 of the Code of the City of Edgerton prohibits serving cereal malt beverages or alcoholic liquor within 200 feet of any church, school, nursing home, library, or hospital. This prohibition may be waived by the governing body after public notice, followed by a hearing and finding by the governing body that the proximity of the location, where the cereal malt beverage or alcoholic liquor will be served, is not adverse to the public welfare or safety.

City Council will hold a Public Hearing on May 27, 2021 prior to considering this resolution.

If approved, Resolution No. 05-27-21A would grant the waiver requested by the Frontier Days Association, with the following stipulations:

- The sale and consumption of alcoholic liquor shall be allowed in an area on Nelson Street between East Third Street and East Fourth Street (specifically designated and approved by the City Administrator)
- Between the hours of 6:00 pm and 11:59 pm on June 18, 2021.
- Between the hours of 2:00 pm and 11:59 pm on June 19, 2021.
- Point of sale for alcoholic liquor shall be 307 E. Nelson Street by properly licensed individuals or groups only
- No alcoholic liquor may be sold or dispensed in glass bottles or containers, only plastic, paper cups or cans may be used.

City staff will inform the Johnson County Sheriff's Office of the proposed request to serve alcoholic liquor on the above dates and hours.

**Related Ordinance(s) or Statue(s):** Chapter III, Article I, Section 3-202

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**Funding Source:** N/A

**Budget Allocated:** N/A

**Finance Director Approval:** N/A

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**Recommendation: Approve Resolution No. 05-27-21A Temporarily  
Waiving City Prohibition As To The Sale And Consumption Of Alcoholic  
Liquor On Certain Public Property**

**Enclosed:** Draft Resolution No. 05-27-21A

**Prepared by:** Kara Banks, Marketing and Communications Manager



## **RESOLUTION NO. 05-27-21A**

### **A RESOLUTION TEMPORARILY WAIVING CITY PROHIBITION AS TO THE SALE AND CONSUMPTION OF ALCOHOLIC LIQUOR ON CERTAIN PUBLIC PROPERTY**

**WHEREAS**, the 2021 annual celebration known as Frontier Days will be held June 18 through June 19 in the City of Edgerton, Kansas; and

**WHEREAS**, a request has been received by the City of Edgerton from the Edgerton Frontier Days Association for permission to sell and serve alcoholic liquor (i.e. alcoholic beverages other than 3.2% beer [a/k/a cereal malt beverage]) at its annual festival; and

**WHEREAS**, Chapter III, Article 1, Section 3-202 of the Code of the City of Edgerton prohibits the serving alcoholic liquor within 200 feet of a church, school, nursing home, library or hospital, but said prohibition may be waived by the governing body after public notice, followed by a hearing and finding by the governing body that the proximity of the location, where the cereal malt beverage or alcoholic liquor will be served, is not adverse to the public welfare or safety.

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

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

**SECTION TWO: Waiver Granted:** That the Governing Body, pursuant to Chapter III, Article I, Section 3-202 of the Edgerton City Code, hereby grants the waiver requested by the Frontier Days Association, with the following stipulations:

- a) The sale and consumption of alcoholic liquor shall be allowed in an area on Nelson Street between East Third Street and East Fourth Street (specifically designated and approved by the City Administrator) between the hours of 6:00 pm and 11:59 pm on June 18, 2021 and between the hours of 2:00 pm and 11:59 pm on June 19, 2021.
- b) The location of the point of sale for alcoholic liquor shall be 307 E. Nelson Street by properly licensed individuals or groups only.
- c) No alcoholic liquor may be sold or dispensed in glass bottles or containers, only plastic, paper cups or cans may be used.

**SECTION THREE - Effective Date:** This Resolution shall take effect and be in full force immediately after its adoption by the Governing Body.

ADOPTED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR OF THE CITY OF  
EDGERTON, KANSAS ON THE 27<sup>TH</sup> DAY OF MAY 2021.

ATTEST:

CITY OF EDGERTON, KANSAS

\_\_\_\_\_  
Alexandria Clower, City Clerk

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Lee W. Hendricks, City Attorney

## CITY OF EDGERTON, KANSAS

### COUNCIL AGENDA ITEM

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**Council Meeting Date:** May 27, 2021

**Agenda Item:** Public Hearing  
Partial Assignment of Resolution of Intent

**Subject:** IRBs and Property Tax Abatement for ELHC LII, LLC Project

**Hearing Notice Published:** May 19, 2021 in the *Gardner News*

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#### Summary:

The City has received an application for property tax abatement from ELHC LII, LLC. ELHC LII desires to construct an approximately 1,028,880 sq. ft. warehouse and distribution facility to be located at 20500 Corliss Road. In order for the City to issue industrial revenue bonds and grant property tax abatement, the City must first hold a public hearing, consider the cost-benefit report and then approve a partial assignment of the Master Resolution of Intent.

#### Public Hearing

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

#### Cost-Benefit Report

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

#### Partial Assignment of Resolution of Intent

The City previously adopted a Master Resolution of Intent for the benefit of Edgerton Land Holding Company, LLC ("Edgerton Land") for constructing various projects in The Logistics Park-Kansas City, Phase 2, and provided for the issuance of up to \$1,000,000,000 in industrial revenue bonds. The Master Resolution of Intent allows Edgerton Land to assign portions of the Master Resolution of Intent to various companies that locate within the park. The partial assignment of the Master Resolution of Intent assigns \$52,000,000 of the Master Resolution of Intent to ELHC LII for the purpose of constructing this project.

## **RESOLUTION NO. 05-27-21B**

### **RESOLUTION CONSENTING TO THE PARTIAL ASSIGNMENT OF A RESOLUTION OF INTENT FOR THE LOGISTICS PARK-KC, PHASE 2, FROM EDGERTON LAND HOLDING COMPANY, LLC TO ELHC LII, LLC, OR ITS SUCCESSORS IN INTEREST**

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**WHEREAS**, the City of Edgerton, Kansas (the “City”), desires to promote, stimulate and develop the general welfare and economic prosperity of the City and its inhabitants and thereby to further promote, stimulate and develop the general welfare and economic prosperity of the State of Kansas; and

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

**WHEREAS**, the City adopted Resolution No. 04-25-19A on April 25, 2019 (the “Resolution of Intent”) determining the intent of the City to issue its industrial revenue bonds in multiple series, the aggregate amount of all series not to exceed \$1,000,000,000 (the “Bonds”), to finance the costs of acquiring, constructing, reconstructing, improving and equipping the Logistics Park Phase Two Projects (as defined in the Resolution of Intent) for the benefit of Edgerton Land Holding Company, LLC (the “Developer”); and

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

**WHEREAS**, the Developer desires to assign \$52,000,000 of its interest in the Resolution of Intent to ELHC LII, LLC, a Kansas limited liability company (the “Company”), for the purposes of permitting the Company to acquire, construct and equip a commercial project, consisting of an approximately 1,028,880 sq. ft. warehouse and distribution facility (the “ELHC Project”), to be located at 20500 Corliss Road, Edgerton, Kansas; and

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

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

**Section 1. Partial Assignment of Resolution of Intent.** The Governing Body of the City hereby consents to the assignment by the Developer of \$52,000,000 of the Developer’s interest in the Resolution of Intent to the Company for the purposes of completing the ELHC Project, which is a Logistics Park Phase Two Project. The City agrees that the Company will now be entitled to the benefits of the Resolution of Intent to the same extent and on the same terms as the Developer with respect to the ELHC Project.

**Section 2. Authorization to Proceed.** The Company is authorized to proceed with the acquiring, constructing and equipping of the ELHC Project, and to advance such funds as may be necessary to



accomplish such purposes, and, to the extent permitted by law, the City will reimburse the Company for all expenditures paid or incurred therefor out of the proceeds of the Bonds.

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

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

**ADOPTED** this 27<sup>th</sup> day of May, 2021.

**CITY OF EDGERTON, KANSAS**

[SEAL]

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

ATTEST:

\_\_\_\_\_  
Alexandria Clower, City Clerk

Approved as to form:

\_\_\_\_\_  
Scott W. Anderson, Bond Counsel



**COLUMBIA CAPITAL**  
MUNICIPAL ADVISORS

6700 Antioch, Suite 250  
Merriam, Kansas 66204

Jeff White, Managing Member  
913.312.8077  
jwhite@columbiacapital.com

May 7, 2021

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

*RE: Cost-Benefit Analysis for ELHC LII, LLC*

Dear Beth:

Please find attached the results of our cost-benefit analysis related to the projected property tax abatement being considered by the City to applicant ELHC LII, LLC which plans to construct a 1,028,000 square foot industrial/warehouse/distribution facility in Phase 2 of Logistics Park Kansas City (**LPKC**). The purpose of this analysis is to satisfy the City's requirement pursuant to KSA 12-1749d or KSA 79-251(a)(1) to undertake a cost-benefit analysis before granting a property tax abatement. Consistent with City policy for development within LPKC, this analysis assumes the City will grant a 100% property tax abatement for 10 years with the applicant paying an annual payment-in-lieu-of-taxes equal to \$0.16 per building square foot on the project.

## **BACKGROUND**

In 2017 the Edgerton City Council approved an incentives program that provides ten-year property tax abatements for projects locating in Phase 2 of LPKC. The purpose of these abatements is to ensure that rents paid by the eventual users of buildings constructed by the master developer will be competitive against warehouse/distribution developments in Olathe, south Kansas City, Riverside and those located in other cities, including Dallas, Chicago, Memphis and Indianapolis. Like Edgerton, these communities also have incentives programs in place for warehouse and distribution facilities.

The master developer reports that, without the abatement incentives, large-scale warehouse and distribution facilities would not materialize in Phase 2 of LPKC and certainly not at the pace of development LPKC has seen in recent years: the presence of the abatements has been and will continue to be a necessary condition to the development of the project.

## **ABATEMENT MECHANICS**

Under Kansas law, every ad valorem tax abatement is a 100% abatement. Cities granting an abatement have the right to negotiate payments-in-lieu-of-tax (**PILOT**) payments from the abatement beneficiary to reduce the effective value of the abatement to that party. PILOT payments are distributed by Kansas counties to all taxing

jurisdictions affected by the abatement in the same proportion as regular property taxes.

Property tax abatements effectively defer a portion of the tax benefit on new development for a period of up to 10 years. Although property tax abatements can create a loss of status quo ante tax revenues for taxing jurisdictions, abatements at LPKC have a very limited impact on existing tax revenues. Because the vast majority of undeveloped land within the boundaries of LPKC is classified for property tax purposes as “farming or ranch operations,” status quo ante property taxes in the aggregate within LPKC tend to total less than \$50 per acre per year.

## ECONOMICS

The subject property is approximately 63 acres in size and will house a 1,028,000 square foot industrial/warehouse/distribution facility. Pursuant to the City’s agreement with the master developer, this analysis assumes the City will provide the applicant with a 100% property tax abatement for 10 years. We have further assumed that, consistent with its agreement with the master developer, the City will impose a \$0.16 per square foot per year PILOT, or \$96,000 per year.

The **table below reflects the immediate impact on property tax/PILOT receipts** from the subject property. For tax year 2019, the tax parcels involved in this transaction generated approximately \$39.40 of total property tax per acre. The table uses this figure and November 2020 levy rates published by Johnson County.

### DURING ABATEMENT

ENTITY	LEVY	% of TOTAL	EXISTING TAXES LOST	NEW PILOTs PAID	ANNUAL NET TAX GAIN/(LOSS)
State of KS	1.500	1.06%	\$ (24)	\$ 1,745	\$ 1,721
Johnson Co.	18.799	13.30%	(305)	21,874	21,569
JCCC	9.191	6.50%	(149)	10,694	10,545
JCPRD	3.093	2.19%	(50)	3,599	3,549
Edgerton	30.381	21.49%	(493)	35,350	34,858
USD 231 Uniform	20.000	14.15%	(324)	23,271	22,947
USD 231 Capital †	n/a	n/a	-	-	-
USD 231 Other	22.305	15.78%	(362)	25,953	25,592
USD 231 Bond	14.377	10.17%	(233)	16,729	16,495
Fire Dist #1	17.807	12.60%	(289)	20,720	20,431
Library	3.905	2.76%	(63)	4,544	4,480
	141.358	100.00%	\$ (2,293)	\$ 164,480	\$ 162,187

† The USD 231 Capital Levy will not be abated.

The purpose of tax abatement is to incentivize development that might not have happened without the incentive. The benefit of the public’s bargain is the net new taxes expected to accrue to all taxing jurisdictions when the abatement expires. Presuming a total tax burden of \$1.42 per square foot—consistent with similar facilities elsewhere in Johnson County—and the same levy rates in year 11, the table below **reflects the post-incentive tax benefit** the community might expect from this project.

**POST-ABATEMENT**

ENTITY	LEVY	% of TOTAL	EXISTING TAXES LOST	MODELED YEAR 11 TAX	ANNUAL NET TAX GAIN/(LOSS)
State of KS	1.500	1.00%	\$(24)	\$ 14,663	\$ 14,639
Johnson Co.	18.799	12.59%	(305)	183,768	183,463
JCCC	9.191	6.15%	(149)	89,846	89,697
JCPRD	3.093	2.07%	(50)	30,235	30,185
Edgerton	30.381	20.34%	(493)	296,987	296,494
USD 231 Uniform	20.000	13.39%	(324)	195,508	195,184
USD 231 Capital	8.000	5.36%	-	78,203	78,203
USD 231 Other	22.305	14.93%	(362)	218,040	217,679
USD 231 Bond	14.377	9.63%	(233)	140,541	140,308
Fire Dist #1	17.807	11.92%	(289)	174,071	173,782
Library	3.905	2.61%	(63)	38,173	38,110
	149.358	100.00%	\$ (2,293)	\$ 1,460,035	\$ 1,457,742

**COST-BENEFIT ANALYSIS DETAILS AND ASSUMPTIONS**

KSA 12-1749d(2) requires notification of anticipated abatements only to counties or school districts affected. As a result, our analysis focuses on financial impacts to the City, Johnson County and USD 231 Gardner/Edgerton Schools (the **District**). We have not calculated the cost-benefit impacts for other taxing jurisdictions. State law also requires the analysis to include “the effect of the exemption on state revenues.” Our modeling includes such an estimate.

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

- An evaluation of the direct costs and benefits of the project. Columbia’s model does not include indirect or “spin-off” effects as a result of input-output multipliers.
- A ten-year analysis timeframe, matching the maximum permitted term of the abatement.
- Direct costs to affected taxing jurisdictions as estimated by Columbia Capital based upon annual audits, proposed and adopted budgets, published tax rates and other publically available information for the taxing jurisdictions affected.
- Where applicable, reliance upon statistical data as reported by the United States Census Bureau and Kansas Department of Revenue.
- The use of a discount rate comprised of two components: a risk-free rate of return (the current yield of the on-the-run 10-year US Treasury) plus a risk premium of two (2) percent. The value of the discount rate is a proxy for the opportunity cost of the City (and other agencies) of foregoing the future property and/or sales tax revenues that would be generated by the development. Thought of another way, if the City had those revenues in hand and placed them

in an alternative investment with the same risk characteristics, what would be its expected rate of return?

#### **STATUTORY CHANGE EXEMPTING SCHOOL CAPITAL LEVY**

Reflecting a change adopted during the 2017 legislative session, this analysis assumes the District's capital levy (8 mills) will not be abated.

#### **USING THE COST-BENEFIT MODELING RESULTS**

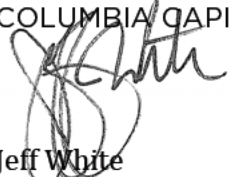
The output of the model is presented as the net present value benefit/(cost) of the project for the City, Johnson County and school district over the 10-year life of the abatement on each project. The net benefit (or, if negative, cost) of the incentive package is presented in today's dollars. The estimated impact on State revenues is presented in nominal (future value) terms. We also provide an estimated future value project contribution to the City's Public Infrastructure Fund (**PIF**). While the modeling shows a significant net present value benefit to the City, it is important to note that the majority of this net benefit is reinvested in Phase 2 of LPKC through the Public Infrastructure Fund which is the funding source for the majority of public infrastructure to be developed to serve Phase 2 of LPKC.

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

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

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

Respectfully submitted,  
COLUMBIA CAPITAL MANAGEMENT, LLC



Jeff White  
Managing Member





**SUMMARY OF COSTS AND BENEFITS**  
**City of Edgerton, Kansas**

**APPLICANT INFORMATION:**

<b>Application Date:</b>	4/14/21	<b>Summary of Incentives Provided:</b>	100% real property tax abatement for a 10 year period, as well as a construction sales tax exemption for materials, with a PILOT payment of \$0.16/s.f. per year.
<b>Firm Name:</b>	ELHC LII, LLC		
<b>Firm Address:</b>	4825 NW 41st St, Suite 500 Riverside, Missouri 64150		
<b>Firm Contact:</b>	Brent Miles 816-888-7380	<b>Building Size (sf):</b>	1,028,000

**SUMMARY OF INCENTIVE PACKAGE (LOCAL GOVERNMENT IMPACTS ONLY):**

Year	Property Tax Abatement		Construction Sales Tax Abatement		Direct Incentives		
	(%)	(\$)	(%)	(\$)	City	County	School
2	100	1,277,368	100	75,225	0	0	0
3	100	1,277,368	100	0	0	0	0
4	100	1,277,368	100	0	0	0	0
5	100	1,277,368	100	0	0	0	0
6	100	1,277,368	100	0	0	0	0
7	100	1,277,368	100	0	0	0	0
8	100	1,277,368	100	0	0	0	0
9	100	1,277,368	100	0	0	0	0
10	100	1,277,368	100	0	0	0	0
11	100	1,277,368	100	0	0	0	0

**PAYMENT IN LIEU OF TAXES RECEIPTS:**

City	County	School
(\$)	(\$)	(\$)
33,457	20,702	71,231
33,457	20,702	71,231
33,457	20,702	71,231
33,457	20,702	71,231
33,457	20,702	71,231
33,457	20,702	71,231
33,457	20,702	71,231
33,457	20,702	71,231
33,457	20,702	71,231
33,457	20,702	71,231
33,457	20,702	71,231

**SUMMARY OF PRESENT VALUE BENEFITS:**

City Summary				
Year	Total Benefits	Total Costs	Net Benefit	Net PV Benefit
2	805,065	340,831	464,234	424,138
3	804,143	340,831	463,312	404,603
4	804,143	340,831	463,312	386,736
5	804,143	340,831	463,312	369,658
6	804,143	340,831	463,312	353,334
7	804,143	340,831	463,312	337,731
8	804,143	340,831	463,312	322,817
9	804,143	340,831	463,312	308,561
10	804,143	340,831	463,312	294,935
11	804,143	340,831	463,312	281,911
	8,042,352	3,408,310	4,634,041	3,484,423

County Summary			
Total Benefits	Total Costs	Net Benefit	Net PV Benefit
312,699	295,393	17,306	15,811
237,117	222,022	15,095	13,182
237,222	222,022	15,200	12,688
237,332	222,022	15,310	12,215
237,448	222,022	15,426	11,764
237,569	222,022	15,547	11,333
237,697	222,022	15,675	10,922
237,831	222,022	15,809	10,528
237,971	222,022	15,949	10,153
238,119	222,022	16,097	9,794
2,451,005	2,293,591	157,414	118,392

School District Summary			
Total Benefits	Total Costs	Net Benefit	Net PV Benefit
804,613	633,252	171,361	156,561
812,357	639,424	172,933	151,020
812,357	639,424	172,933	144,351
812,357	639,424	172,933	137,976
812,357	639,424	172,933	131,883
812,357	639,424	172,933	126,059
812,357	639,424	172,933	120,492
812,357	639,424	172,933	115,172
812,357	639,424	172,933	110,086
812,357	639,424	172,933	105,224
8,115,825	6,388,067	1,727,757	1,298,824

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

<b>Number of jobs to be created :</b>	50
<b>Number of new residents:</b>	
City	0
County	12
School District	4
<b>Expected 10-Year Contribution to PIF:</b>	\$ 2,859,350
<b>Impact of exemption on state revenues:</b>	\$ (168,278)

## CITY OF EDGERTON, KANSAS

### COUNCIL AGENDA ITEM

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**Council Meeting Date:** May 27, 2021

**Agenda Item:** Ordinance Authorizing Bonds and Bond Documents

**Subject:** Industrial Revenue Bonds and Property Tax Abatement for the ELHC LII, LLC Project

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#### Summary:

The City received an application for industrial revenue bonds and property tax abatement from ELHC LII, LLC for an approximately 1,028,880 sq. ft. warehouse and distribution facility, to be located at 20500 Corliss Road (the "Project"). At this meeting, the City held a public hearing, considered the cost-benefit report and then approved an assignment resolution assigning a portion of the master resolution of intent from Edgerton Land Holding Company, LLC to ELHC LII, LLC. The building is being built on a speculative basis.

#### Ordinance:

The Ordinance authorizes the City to issue up to \$52,000,000 of industrial revenue bonds for the Project. This bond issue is commonly referred to as a "buy your own bonds bond issue." ELHC LII will be both the lessee on the project and the owner of the bonds. When the bonds are issued, ELHC LII will lease the project site to the City as is required by state law in order to issue industrial revenue bonds. The City will then sublease the project back to ELHC LII. ELHC LII will be obligated to repurchase the project at the conclusion of the tax abatement.

The bonds will be limited obligations of the City. This means that the City has to make payments on the bonds to ELHC LII as the owner of the bonds only to the extent the City receives payments from ELHC LII pursuant to the lease. If lease payments from ELHC LII 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 ELHC LII;
- (c) Lease Agreement whereby the City will lease the project to ELHC LII for the term of the tax abatement;
- (d) Bond Purchase Agreement whereby ELHC LII agrees to acquire the Bonds;
- (e) Performance Agreement whereby ELHC LII agrees to make certain payments-in-lieu of tax payments; and
- (f) Origination Fee Agreement whereby ELHC LII agrees to pay the origination fee to the City over time.

**ORDINANCE NO. 2079**

**AN ORDINANCE AUTHORIZING BOND DOCUMENTS AND THE ISSUANCE OF THE CITY'S TAXABLE INDUSTRIAL REVENUE BONDS (ELHC LII, LLC PROJECT) SERIES 2021, FOR THE PURPOSE OF FINANCING AND PROVIDING TAX ABATEMENT FOR A DISTRIBUTION AND WAREHOUSE FACILITY.**

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

**WHEREAS**, the governing body of the City has heretofore and does now find and determine that it is desirable, in order to promote, stimulate and develop the general economic welfare and prosperity of the City and the State of Kansas, that the City issue its Taxable Industrial Revenue Bonds (ELHC LII, LLC Project) Series 2021, in an aggregate maximum principal amount not to exceed \$52,000,000 (the "Bonds"), for the purpose of acquiring, constructing and equipping a commercial project, consisting of an approximately 1,028,880 sq. ft. warehouse and distribution facility, to be located at 20500 Corliss Road in Edgerton, Kansas, including land, buildings, structures, improvements, fixtures, machinery and equipment (the "Project"), and that the City lease the Project to ELHC LII, 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 the Bonds that the City enter into certain agreements, and that the City take certain other actions and approve the execution of certain other documents as herein provided;

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

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

**Section 2. Authorization of and Security for the Bonds.** The City is hereby authorized to issue and sell the Bonds for the purpose of providing funds to pay the cost of acquiring, purchasing, constructing, installing and equipping the Project. The Bonds shall be issued and secured pursuant to the herein authorized Indenture and shall bear such date, shall mature at such time, shall be in such denominations, shall bear interest at such rates, shall be in such form, shall be subject to redemption and other terms and conditions, and shall be issued in such manner, subject to such provisions, covenants and agreements, as are set forth in the hereafter defined Indenture. The Bonds shall be payable solely out of the rents, revenues and receipts derived by the City from the Project, and the Project and the net earnings derived by the City from the Project 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 Governing Body of the City (copies of which documents, upon execution thereof, shall be filed in the office of the City Clerk), with such

changes therein as shall be approved by the officers of the City executing such documents, such officers' signatures thereon being conclusive evidence of their approval thereof:

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

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

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

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

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

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

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

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

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

**PASSED** by the Governing Body of the City of Edgerton, Kansas, this 27<sup>th</sup> day of May, 2021.

\_\_\_\_\_  
Donald Roberts, Mayor

[SEAL]

ATTEST:

\_\_\_\_\_  
Alexandria Clower, City Clerk

Approved as to form:

\_\_\_\_\_  
Scott W. Anderson, Bond Counsel

ELHC LII, LLC Ordinance



## **CITY OF EDGERTON, KANSAS**

### **COUNCIL AGENDA ITEM**

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**Council Meeting Date:** May 27, 2021

**Agenda Item:** Resolution of Intent and Ordinance

**Subject:** CY Edgerton LLC Expansion Project

**Hearing Notice Published:** Not Required for Sales Tax Only IRBs

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#### **Summary:**

CY Edgerton LLC operates a surface container storage lot at the southeast corner of 191<sup>st</sup> Street and Homestead Lane. CY Edgerton constructed this lot in 2016. The City issued industrial revenue bonds at that time to allow CY Edgerton to benefit from a sales tax project exemption certificate. The prior bond issue has since matured. The project did not receive property tax abatement.

CY Edgerton now desires to construct an expansion to the existing surface container storage lot. CY Edgerton is requesting that the City issue up to \$12 million in industrial revenue bonds so that the expansion project is eligible for a sales tax project exemption certificate. The City will require a \$25,000 origination fee for issuing the industrial revenue bonds.

No ad valorem property tax abatement is being granted for this project.

#### **Public Hearing/Cost-Benefit Report**

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

#### **Resolution of Intent**

The Resolution of Intent evidences the City's intent to issue the industrial revenue bonds.

#### **Ordinance**

The Ordinance authorizes the City to issue the industrial revenue bonds and enter into the bond documents. The bond documents consist of the Base Lease, Lease Agreement, Trust Indenture and Bond Purchase Agreement. The bond documents are in substantially the same form as the 2016 bond issue.

## **RESOLUTION NO. 05-27-21C**

### **A RESOLUTION DETERMINING THE INTENT OF THE CITY OF EDGERTON, KANSAS, TO ISSUE ITS TAXABLE INDUSTRIAL REVENUE BONDS IN THE APPROXIMATE AMOUNT OF \$12,000,000 TO PAY THE COST OF ACQUIRING, CONSTRUCTING AND EQUIPPING A COMMERCIAL FACILITY FOR THE BENEFIT OF CY EDGERTON LLC**

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

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

**WHEREAS**, CY Edgerton LLC, a Kansas limited liability company (the “Company”), has requested the City to issue its industrial revenue bonds in the approximate principal amount of \$12,000,000 (the “Bonds”), for the purpose of financing the cost of acquiring, constructing, improving and equipping an expansion to an existing surface container storage lot and constructing improvements to the site (the “Project”) located at the southeast corner of 191<sup>st</sup> Street and Homestead Lane in Edgerton, Kansas, and to sublease the Project to the Company all pursuant to the Act; and

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

**WHEREAS**, the City is not granting an exemption from ad valorem taxes for the Project;

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

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

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

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

instruments and the taking of such action as may be necessary or advisable for the authorization and issuance of the Bonds by the City and take or cause to be taken such other action as may be required to implement this Resolution.

**Section 4. No Ad Valorem Tax Exemption.** No exemption from ad valorem taxes shall result from the issuance of the Bonds.

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

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

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

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

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

credit of the City, the State of Kansas or any other political subdivision thereof and shall not be payable in any manner by taxation.

**Section 9. Origination Fee.** The City will charge an origination fee of \$25,000 for the issuance of the Bonds. The origination fee shall be due in full at the time the Bonds are issued.

**Section 10. Further Action.** SA Legal Advisors LC, Bond Counsel for the City, and officers and employees of the City, are authorized to work with the purchaser of the Bonds, the Company, their respective counsel and others, to prepare for submission to and final action by the City all documents necessary to effect the authorization, issuance and sale of the Bonds and other actions contemplated hereunder.

**Section 11. Effective Date.** This Resolution shall take effect and be in full force immediately after its adoption by the Governing Body of the City.

**ADOPTED** May 27, 2021.

**CITY OF EDGERTON, KANSAS**

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Donald Roberts, Mayor

[SEAL]

ATTEST:

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Alexandria Clower, City Clerk

Approved as to form:

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Scott W. Anderson, Bond Counsel



## **CITY OF EDGERTON, KANSAS**

### **COUNCIL AGENDA ITEM**

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**Council Meeting Date:** May 27, 2021

**Agenda Item:** Resolution of Intent and Ordinance

**Subject:** CY Edgerton LLC Expansion Project

**Hearing Notice Published:** Not Required for Sales Tax Only IRBs

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#### **Summary:**

CY Edgerton LLC operates a surface container storage lot at the southeast corner of 191<sup>st</sup> Street and Homestead Lane. CY Edgerton constructed this lot in 2016. The City issued industrial revenue bonds at that time to allow CY Edgerton to benefit from a sales tax project exemption certificate. The prior bond issue has since matured. The project did not receive property tax abatement.

CY Edgerton now desires to construct an expansion to the existing surface container storage lot. CY Edgerton is requesting that the City issue up to \$12 million in industrial revenue bonds so that the expansion project is eligible for a sales tax project exemption certificate. The City will require a \$25,000 origination fee for issuing the industrial revenue bonds.

No ad valorem property tax abatement is being granted for this project.

#### **Public Hearing/Cost-Benefit Report**

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

#### **Resolution of Intent**

The Resolution of Intent evidences the City's intent to issue the industrial revenue bonds.

#### **Ordinance**

The Ordinance authorizes the City to issue the industrial revenue bonds and enter into the bond documents. The bond documents consist of the Base Lease, Lease Agreement, Trust Indenture and Bond Purchase Agreement. The bond documents are in substantially the same form as the 2016 bond issue.

**ORDINANCE NO. 2080**

**AN ORDINANCE AUTHORIZING BOND DOCUMENTS AND THE ISSUANCE OF THE CITY'S TAXABLE INDUSTRIAL REVENUE BONDS (CY EDGERTON LLC PROJECT) SERIES 2021, FOR THE PURPOSE OF FINANCING THE EXPANSION OF AN EXISTING SURFACE CONTAINER STORAGE LOT.**

**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 Taxable Industrial Revenue Bonds (CY Edgerton LLC Project) Series 2021, in an aggregate maximum principal amount not to exceed \$12,000,000, for the purpose of acquiring, constructing and equipping a commercial project, consisting of the expansion of an existing surface container storage lot located at the southeast corner of 191st Street and Homestead Lane in 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 GOVERNING BODY OF THE CITY OF EDGERTON, KANSAS, AS FOLLOWS:**

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

**Section 2. Authorization of and Security for the Bonds.** The City is hereby authorized to issue and sell its Taxable Industrial Revenue Bonds (CY Edgerton LLC Project) Series 2021, in an aggregate maximum principal amount not to exceed \$12,000,000 (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 BOKF, N.A., as trustee (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 27<sup>th</sup> day of May, 2021.

\_\_\_\_\_  
Donald Roberts, Mayor

[SEAL]

ATTEST:

\_\_\_\_\_  
Alexandria Clower, City Clerk

Approved as to form:

\_\_\_\_\_  
Scott W. Anderson, Bond Counsel



**EDGERTON**  
global routes. local roots.

404 East Nelson  
Edgerton, KS 66021  
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EDGERTONKS.ORG

## City Council Action Item

**Council Meeting Date:** May 13, 2021

**Department:** Community Development

**Agenda Item: Consider Resolution No. 05-27-21D Providing for a Deadline of June 21, 2021 to Restore the Exterior Condition of the Property at 1110 W. 7<sup>th</sup> Street, Edgerton, Kansas Pursuant to Edgerton City Code Chapter VIII, Article 3, Section 8-308.**

**Background/Description of Item:** On December 15, 2020 a fire occurred in the residence located at 1110 W. 7<sup>th</sup> Street. As a result of the Fire District gaining access to the home, the back door, the sliding glass door and one window had to be boarded up with plywood.

To date, the fire damage has not been repaired and plywood is still in place over these openings. Edgerton Municipal Code Chapter VIII, Article 3, Section 8-308 states that it is unlawful to keep the exterior condition of a structure deteriorated, dilapidated, or unsightly. Additionally, inoperable doors and windows five (5) months post-fire has a detrimental impact to adjoining property and the city overall.

The owner of the home is listed on Johnson County AIMS as Mikkel Allenbrand. On May 4, 2021, City Staff mailed notification to Ms. Allenbrand (certified, return receipt requested) and posted notice on the property to either abate the violation or request a hearing before the governing body to discuss the nuisance. As of May 24, 2021, no actions have been taken by the owner and the property remains in violation of Section 8-308.

Pursuant to Edgerton City Code Chapter VIII, Article 3, Section 8-311, as an alternative to prosecution, the public officer may present a resolution to the governing body for adoption authorizing the public officer or other agents of the city to abate the conditions causing the violation 10 days after the passage of the resolution. Should the whereabouts of the owner be unknown, Section 8-311 provides that publication of the notice for two consecutive weeks in the newspaper and posting a copy of the resolution on the premises may be used as the method of notification. The prepared resolution shall also provide notification that the costs incurred by the city shall be charged against the lot or parcel of ground on which the nuisance is located as provided in Section 8-314.

City Attorney has prepared Resolution No. 05-27-21D pursuant to Section 8-311 of the Edgerton City Code. Staff would recommend the Governing Body approve this resolution to find the existence of a broken window and unsecured doors a violation of the City Code and



instruct the public officer and Codes Enforcement Officer to cause the property to be repaired and made safe as is allowed in Section 8-311.

Resolution No. 05-27-21D also states that any and all costs incurred by the City of Edgerton, including attorneys' fees, shall be charged against the property as provided in Section 8-314, by having the City Clerk certify the costs of cleanup to Johnson County Clerk to be collected by the County Treasurer and paid to the City of Edgerton as other City taxes are collected and paid.

**Related Ordinance(s) or Statue(s):** – Edgerton City Code Chapter VIII, Article 3

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**Funding Source:** N/A

**Budget Allocated:** N/A

**Finance Director Approval:** N/A

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**Recommendation: Approve Resolution No. 05-27-21D Providing for a Deadline of June 21, 2021 to Restore the Exterior Condition of the Property at 1110 W. 7<sup>th</sup> Street, Edgerton, Kansas Pursuant to Edgerton City Code Chapter VIII, Article 3, Section 8-308.**

**Enclosed:**

- Edgerton City Code Chapter VIII, Article 3
- Resolution 5-27-21X
- Photos of 1110 W. 7<sup>th</sup> Street

**Prepared by:** Katy Crow, Development Services Director

limited to, door hangers, conspicuously posting notice of such order on the property, personal notification, telephone communication or first class mail. If the property is unoccupied and the owner is a nonresident, notice provided by this section shall be given by telephone communication or first class mail. (Ord. 792, 2005; Code 1995)

8-209. HEARING. If a hearing is requested within the 10 day period as provided in Section 8-206, such request shall be made in writing to the governing body. Failure to make a timely request for a hearing shall constitute a waiver of the person's right to contest the findings of the public officer before the governing body. The hearing shall be held by the governing body as soon as possible after the filing of the request therefore, and the person shall be advised by the city of the time and place of the hearing at least five days in advance thereof. At any such hearing, the person may be represented by counsel, and the person and the city may introduce such witnesses and evidence as is deemed necessary and proper by the governing body. The hearing need not be conducted according to the formal rules of evidence. Upon conclusion of the hearing, the governing body shall record its determination of the matter by means of adopting a resolution and serving the resolution upon the person in the manner provided in Section 8-208. (Ord. 792, 2005; Code 1995)

8-210. COSTS ASSESSED. If the city abates or removes the nuisance pursuant to section 8208, the city shall give notice to the owner or his or her agent by certified mail, return receipt requested, of the total cost of the abatement or removal incurred by the city. The notice shall also state that the payment is due within 30 days following receipt of the notice. The city also may recover the cost of providing notice, including any postage, required by this section. The notice shall also state that if the cost of the removal or abatement is not paid within the 30-day period, the cost of the abatement or removal shall be collected in the manner provided by K.S.A. 12-1,115, and amendments thereto, or shall be assessed as special assessments and charged against the lot or parcel of land on which the nuisance was located and the city clerk, at the time of certifying other city taxes, shall certify the unpaid portion of the costs and the county clerk shall extend the same on the tax rolls of the county against such lot or parcel of land and it shall be collected by the county treasurer and paid to the city as other city taxes are collected and paid. The city may pursue collection both by levying a special assessment and in the manner provided by K.S.A. 12-1,115, and amendments thereto, but only until the full cost and applicable interest has been paid in full. (Ord. 792, 2005; Code 1995))

### ARTICLE 3. ENVIRONMENTAL CODE

8-301. TITLE. This Article shall be known as the "Environmental Code." (Ord. 796, 2005; Code 1995)

8-302. LEGISLATIVE FINDING OF FACT. The governing body has found that there exist within the city unsightly and hazardous conditions due to: dilapidation, deterioration or disrepair of walls, siding, fences or structure exteriors; accumulations increasing the

hazards of accidents or other calamities; structural defects; uncleanness; unsightly stored or parked material, equipment, supplies, machinery, vehicles or parts thereof, and abandonment of tanks, or other storage units. Such conditions are inimical to the general welfare of the community in that they have a blighting influence on the adjoining properties, the neighborhood and the city, or are injurious to the health and safety of the residents of the city, or constitute a threat to the environment, and the health and safety of citizens, because of contamination to air, water, vegetation, and/or soil. The governing body desires to promote the public health, safety and welfare by the repair, removal, abatement, and regulation of such conditions in the manner hereafter provided. (Ord. 796, 2005; Code 1995)

8-303. PURPOSE. The purpose of this Article is to protect, preserve, upgrade, and regulate the environmental quality of industrial, commercial and residential neighborhoods in this city, by outlawing conditions which are injurious to the health, safety, welfare or aesthetic characteristics of the neighborhoods and to provide for the administration and enforcement thereof. (Ord. 796, 2005; Code 1995)

8-304. RULES OF CONSTRUCTION. For the purpose of this Article, the following rules of construction shall apply:

- (a) Any part thereof - Whenever the words premises, structure, building or yard are used they shall be construed as though they were followed by the words "or any part thereof."
- (b) Gender - Words of gender shall be construed to mean neuter, feminine or masculine, as may be applicable.
- (c) Number - Words of number shall be construed to mean singular or plural, as may be applicable.
- (d) Tense - Words of tense shall be construed to mean present or future, as may be applicable.
- (e) Shall - The word shall is mandatory and not permissive. (Ord. 796, 2005; Code 1995)

8-305. DEFINITIONS. The words and phrases listed below when used in this Article shall have the following meanings:

- (a) Abandoned Motor Vehicle - any motor vehicle which is not currently registered or tagged pursuant to K.S.A. 8-126 to 8-149 inclusive, as amended; or illegally parked; or incapable of moving under its own power; or in a junked or wrecked condition.
- (b) Abandoned Tank or Other Storage Unit – any abandoned tank or other storage unit that has been used for storage of any product that the public officer -- charged with the administration and enforcement of this article -- deems to constitute a threat to the environment, or the health and safety of citizens, because of risk of contamination to air, water, vegetation, and/or soil, or because of risk of explosion or fire. A tank or other storage unit shall be deemed abandoned after it is permanently taken out of service as a storage vessel for any reason, or which has not been used for active storage for a period of more than one year.

- (c) Accessory Structure - a secondary structure detached from the principal structure but on the same premises, including, but not limited to, garages, sheds, barns, or outbuildings.
- (d) Commercial or Industrial - used or intended to be used primarily for other than residential purposes.
- (e) Dilapidation, Deterioration or Disrepair - shall mean any condition characterized by, but not limited to: holes, breaks, rot, decay, crumbling, cracking, peeling or flaking paint, rusting, missing boards, broken doors, broken glass, deterioration of siding, visible damage from fire, wind, lack of maintenance, or other evidence of physical damage, neglect, lack of maintenance, excessive use or weathering.
- (f) Exterior - those parts of a structure which are exposed to the weather or subject to contact with the elements; including, but not limited to: sidings, facings, veneers, masonry, roofs, foundations, porches, screens, shutters, windows, doors or signs.
- (g) Garbage - without limitation any accumulation of animal, fruit or vegetable waste matter that results from the handling, preparation, cooking, serving, delivering, storage, or use of foodstuffs.
- (h) Person - any individual, individuals, corporation, partnership, unincorporated association, other business organization, committee, board, trustee, receiver, agent or other representative who has charge, care, control or responsibility for maintenance of any premises, regardless of status as owner, renter, tenant or lessee, whether or not in possession.
- (i) Premises - any lot, plot or parcel of land including the structures thereon. Premises shall also mean any lot, plot or parcel of land without any structures thereon.
- (j) Refuse - garbage and trash.
- (k) Residential - used or intended to be used primarily for human habitation.
- (l) Structure - anything constructed or erected which requires location on the ground or is attached to something having a location on the ground including any appurtenances belonging thereto.
- (m) Trash - combustible waste consisting of, but not limited to: papers, cartons, boxes, barrels, wood, excelsior, furniture, bedding, rags, leaves, yard trimmings, or tree branches and non-combustible waste consisting of, but not limited to: metal, tin, cans, glass, crockery, plastics, mineral matter, ashes, clinkers, or street rubbish and sweepings.
- (n) Weathered - deterioration caused by exposure to the elements.
- (o) Yard - the area of the premises not occupied by any structure. (Ord. 796, 2005; Ord. 775, 2005; Code 1995)

8-306. PUBLIC OFFICER. The governing body shall designate a public officer to be charged with the administration and enforcement of this Article. (Ord. 796, 2005; Code 1995)

8-307. ENFORCEMENT STANDARDS. No person shall be found in violation of this ordinance unless the public officer, after a reasonable inquiry and inspection of the premises, believes that conditions exist of a quality and appearance not commensurate with the character of the neighborhood. Such belief must be supported by evidence of a

level of maintenance significantly below that of the rest of the neighborhood. Such evidence shall include conditions declared unlawful under Section 8-308 but shall not include conditions which are not readily visible from any public place or from any surrounding private property. (Ord. 796, 2005; Code 1995)

8-308. UNLAWFUL ACTS It shall be unlawful for any person to allow to exist on any residential, commercial or industrial premises, conditions which are injurious to the health, safety or general welfare of the residents of the community or conditions which are detrimental to adjoining property, the environment, the neighborhood or the city. For the purpose of fair and efficient enforcement and administration, such unlawful conditions shall be classified as follows:

- (a) Exterior conditions (yard) shall include, but not be limited to, the scattering over or the parking, leaving, depositing, abandoning, or accumulation on or in the yard of any of the following:
  - (1) lumber, wire, metal, tires, concrete, masonry products, plastic products, supplies, equipment, machinery, auto parts, junk or refuse; or
  - (2) abandoned motor vehicles; or
  - (3) furniture, stoves, refrigerators, televisions, sinks, bicycles, lawn mowers, or other such items of personal property; or
  - (4) nauseous substances, carcasses of dead animals or places where animals are kept in an offensive manner; or
  - (5) abandoned tank or other storage unit.
- (b) Exterior conditions (structure) shall include, but not be limited to, deteriorated, dilapidated, or unsightly: (1) exteriors of any structure;
  - (2) exteriors of any accessory structure; or
  - (3) fences, walls, or retaining walls. (Ord. 796, Code 1995)

8-309. ORDER OF VIOLATION. (a) The governing body or its designee, as hereinafter named, shall serve upon the owner, any agent of the owner of the property or any other person, corporation, partnership or association found by the public officer to be in violation of Section 8-308 an order stating the violation. The order shall be served on the owner or agent of such property by certified mail, return receipt requested, or by personal service. If the property is unoccupied and the owner is a nonresident, then by mailing the order by certified mail, return receipt requested, to the last known address of the owner.

- (b) SAME; CONTENTS. The order shall state the condition(s) which is (are) in violation of Section 8-308. The notice shall also inform the person, corporation, partnership or association that:
  - i. He, she or they shall have 10 days from the date of serving the order to abate the condition(s) in violation of Section 8-308; or
  - ii. He, she or they, have 10 days from the date of serving the notice to request a hearing before the governing body of the matter as provided by Section 8-312;
  - iii. Failure to abate the condition(s) or to request a hearing within the time allowed may result in prosecution as provided by Section 8-310 and/or abatement of the condition(s) by the city as provided by Section 8-311.



- (c) If the owner or the agent of the owner of the property has failed to accept delivery or otherwise failed to effectuate receipt of a notice or order sent pursuant to this section during the preceding twenty-four month period, the governing body of the city may provide notice of the issuance of any further orders to abate or remove a nuisance from such property or provide notice of the order by such methods including, but not limited to, door hangers, conspicuously posting notice of such order on the property, personal notification, telephone communication or first class mail. If the property is unoccupied and the owner is a nonresident, notice provided by this section shall be given by telephone communication or first-class mail.
- (d) The City Code Enforcement Officer is hereby designated by the governing body for the purposes of issuing the order required herein. Such order shall be issued by the City Code Enforcement Officer upon the filing of a written statement of a violation of this Article. The order shall be issued in the name of the governing body; shall be served as required in this Article; and, shall contain all notices and other information as required by this Article; and, shall contain all notices and other information as required by the Article and K.S.A. 1617e, and amendments thereto. (Ord 2055, 2020; Ord. 932, 2012; Ord. 796, 2005; Code 1995)

8-310. PENALTY. The public officer may file a complaint in the municipal court against any person found to be in violation of Section 8-308, provided however, that such person shall first have been sent a notice as provided in Section 8-309 and that the person has neither alleviated the conditions causing the alleged violation nor requested a hearing before the governing body within the time periods specified in Section 8-309. Upon such complaint in the municipal court, any person found to be in violation of Section 8-308 shall upon conviction be punished by a fine of not less than \$50 nor more than \$100, or by imprisonment, for not more than 30 days, or by both such fine and imprisonment, for each offense. For the purposes of this ordinance, a separate offense shall be deemed committed on each day during or on which such violation is permitted to exist. (Ord. 796, 2005; Code 1995)

8-311. ABATEMENT. In addition to, or as an alternative to prosecution as provided in Section 8-310, the public officer may seek to remedy violations of this Article in the following manner. If a person to whom an order has been served pursuant to Section 8-309 has neither alleviated the conditions causing the alleged violation nor requested a hearing before the governing body within the time periods specified in Section 8-309, the public officer may present a resolution to the governing body for adoption authorizing the public officer or other agents of the city to abate the conditions causing the violation at the end of 10 days after passage of the resolution. The resolution shall further provide that the costs incurred by the city shall be charged against the lot or parcel of ground on which the nuisance was located as provided in Section 8-314. A copy of the resolution shall be served upon the person in violation in one of the following ways:

- (a) Personal service upon the person in violation;
- (b) Certified mail, return receipt requested; or

- (c) In the event the whereabouts of such person are unknown and the same cannot be ascertained in the exercise of reasonable diligence, an affidavit to that effect shall be made by the public officer and filed with the city clerk, and the serving of the resolution shall be made by publishing the same once each week for two consecutive weeks in the official city newspaper and by posting a copy of the resolution on the premises where such condition exists.
- (d) If the owner or the agent of the owner of the property has failed to accept delivery or otherwise failed to effectuate receipt of a notice or order sent pursuant to this section during the preceding twenty-four month period, the governing body of the city may provide notice of the issuance of any further orders to abate or remove a nuisance from such property or provide notice of the order by such methods including, but not limited to, door hangers, conspicuously posting notice of such order on the property, personal notification, telephone communication or first class mail. If the property is unoccupied and the owner is a nonresident, notice provided by this section shall be given by telephone communication or first class mail. (Ord. 796, 2005, Code 1995)

8-312. **HEARING BEFORE GOVERNING BODY.** If a hearing is requested within the 10 day period as provided in Section 8-309 such request shall be made in writing to the governing body. Failure to make a timely request for a hearing shall constitute a waiver of the person's right to contest the findings of the public officer before the governing body. The hearing shall be held by the governing body as soon as possible after the filing of the request therefor, and the person shall be advised by the city of the time and place of the hearing at least five days in advance thereof. At any such hearing, the person may be represented by counsel, and the person and the city may introduce such witnesses and evidence as is deemed necessary and proper by the governing body. The hearing need not be conducted according to the formal rules of evidence. Upon conclusion of the hearing, the governing body shall record its determination of the matter by means of adopting a resolution and serving the resolution upon the person in the manner provided in Section 8-311. (Ord. 796, 2005; Code 1995)

8-313. **APPEALS.** Any person affected by any determination of the governing body under Sections 8-311 or 8-312 may appeal such determination in the manner provided by K.S.A. 60-2101. (Ord. 796, 2005; Code 1995)

8-314. **COSTS ASSESSED.** If the city abates or removes the nuisance pursuant to section 8311, the city shall give notice to the owner or his or her agent by certified mail, return receipt requested, of the total cost of the abatement or removal incurred by the city. The notice shall also state that the payment is due within 30 days following receipt of the notice. The city also may recover the cost of providing notice, including any postage, required by this section. The notice shall also state that if the cost of the removal or abatement is not paid within the 30-day period, the cost of the abatement or removal shall be collected in the manner provided by K.S.A. 12-1,115, and amendments thereto, or shall be assessed as special assessments and charged against the lot or parcel of land on which the nuisance was located and the city clerk, at the time of certifying other city taxes, shall certify the

unpaid portion of the costs and the county clerk shall extend the same on the tax rolls of the county against such lot or parcel of land and it shall be collected by the county treasurer and paid to the city as other city taxes are collected and paid. The city may pursue collection both by levying a special assessment and in the manner provided by K.S.A. 12-1,115, and amendments thereto, but only until the full cost and applicable interest has been paid in full. (Ord. 796, 2005; Code 1995)

8-315. CONSTRUCTION. Nothing in this Article shall be construed to abrogate or impair the powers of the courts or of any department of the city to enforce any provisions of its laws nor to prevent or punish violations thereof. The powers conferred by this ordinance shall be in addition to and supplemental to the powers conferred by the Kansas Constitution, by any other law or by ordinance. (Ord. 796, 2005; )

#### ARTICLE 4. JUNKED/INOPERABLE MOTOR VEHICLES ON PRIVATE PROPERTY

8-401. FINDINGS OF GOVERNING BODY. The governing body finds that junked, wrecked, dismantled, inoperative or abandoned vehicles, recreational vehicles, trailers, truck campers, jet skis and boats affect the health, safety and general welfare of citizens of the city because they:

- (a) Serve as a breeding ground for flies, mosquitoes, rats and other insects and rodents;
- (b) Are a danger to persons, particularly children, because of broken glass, sharp metal protrusions, insecure mounting on blocks, jacks or other supports;
- (c) Are a ready source of fire and explosion;
- (d) Encourage pilfering and theft;
- (e) Constitute a blighting influence upon the area in which they are located;
- (f) Constitute a fire hazard because they frequently block access for fire equipment to adjacent buildings and structures. (Ord. 2056, 2020; Ord. 932, 2012; Ord. 794, 2005; Ord. 638, 1993)

8-402. DEFINITIONS. As used in this Article, unless the context clearly indicates otherwise:

- (a) Inoperable - means a condition of being junked, wrecked, wholly or partially dismantled, discarded, abandoned or unable to perform the function or purpose for which it was originally constructed.
- (b) Vehicle - means, without limitation, any automobile, truck, tractor or motorcycle which as originally built contained an engine, regardless of whether it contains an engine at any other time.
- (c) Recreational Vehicle – means a vehicular-type unit built on or for use on a chassis and designed primarily as living quarters for recreational, camping, vacation or travel use, and which has its own motive power or is mounted on or drawn by another vehicle.
- (d) Trailer – means every vehicle without motive power or an engine designed to be towed behind a motor vehicle.

RESOLUTION NO. 05-27-21D

A RESOLUTION IN THE CITY OF EDGERTON, KANSAS, PROVIDING FOR A DEADLINE OF JUNE 21, 2021, TO RESTORE THE EXTERIOR CONDITON OF THE PROPERTY AT 1110 WEST 7<sup>TH</sup> STREET IN THE CITY OF EDGERTON, JOHNSON COUNTY, KANSAS PURSUANT TO THE CITY OF EDGERTON CITY CODE, CHAPTER VIII, ARTICLE 3.

WHEREAS, on December 15, 2020 it was reported to the Development Services Director of the City of Edgerton by Johnson County Fire District #1, that there had been a fire in the residence located at 1110 W. 7<sup>th</sup> Street, Edgerton, Kansas (the "Property"), and the windows and doors at the residence were damaged during the extinguishing of the fire; and

WHEREAS given the immediate hazard to the public of possible access to the property as a result of the fire, the doors and windows at the Property were boarded up with plywood by the City; and

WHEREAS, the owner of the Property, Mikkel Allenbrand, whose whereabouts are unknown, has made no attempt to remedy or repair the exterior of the structure by repairing the damaged windows and doors at the Property so that the residence could return to a habitable condition; and

WHEREAS, pursuant to section 8-308 of the Edgerton Municipal Code it is unlawful for any person to allow to exist on any residential premises an exterior condition that is deteriorated, dilapidated, or unsightly; and

WHERAS, pursuant to Section 8-309 of the Edgerton City Code, notice was mailed and posted on the Property providing the owner ten (10) days to either abate the violation or request a hearing before the governing body to discuss the nuisance; and

WHEREAS, such notice was mailed to the Property owner and posted on the Property on May 4, 2021. No actions were taken by the owner and the Property remains in violation on 8-308; and

WHEREAS, pursuant to Section 8-311, as an alternative to prosecution the public officer may seek to remedy the violations of this Article by presenting a resolution to the governing body for adoption authorizing the public officer or other agents of the city to abate the conditions causing the violation at the end of 10 days after passage of the resolution; and

WHEREAS, the resolution shall further provide that the costs incurred by the city shall be charged against the lot or parcel of ground on which the nuisance was located as provided in Section 8-314 of the Municipal Code; and

BE IT RESOLVED BY THE CITY COUNCIL, CITY OF EDGERTON, JOHNSON COUNTY, KANSAS:

That pursuant to Section 8-308 of the Municipal Code, the City Council hereby finds that the existence of plywood over doors and windows and the accompanying fire damage are violations of the Municipal Code and the owner shall have until June 21, 2021 to abate this

violation, by restoring the windows and doors to an operational and safe condition. Should the violation not be abated to the satisfaction of the City by June 21, 2021 the City of Edgerton by its agent is hereby authorized to abate the conditions causing the violations and remove the plywood, repairing the doors and windows so as to remove the deteriorated, dilapidated, or unsightly exterior of the structure pursuant to 8-311. In addition, this resolution shall become effective after publication once each week for two consecutive weeks in the official city newspaper and by posting a copy of the resolution on the premises where this condition exists.

BE IT FURTHER RESOLVED:

That should it be necessary to abate these conditions, any and all costs incurred by the City of Edgerton, Kansas, including attorneys' fees, shall be charged against the above described property as provided in Section 8-314, and the City Clerk shall, at the time of certifying other taxes to the County Clerk, certify the costs of cleanup. The County Clerk shall extend the same on the tax roll and it shall be collected by the County Treasurer and paid to the City of Edgerton as other City taxes are collected and paid.

PASSED by the City Council on this 27<sup>th</sup> day of May, 2021.

APPROVED by the Mayor on this 27<sup>th</sup> day of May, 2021.

ATTEST:

\_\_\_\_\_  
ALEXANDRIA CLOWER, CITY CLERK

\_\_\_\_\_  
DONALD ROBERTS, MAYOR

APPROVED AS TO FORM:

\_\_\_\_\_  
LEE W. HENDRICKS, CITY ATTORNEY



**1110 W.7<sup>th</sup> Street – Violation of Chapter VIII, Article 3, Section 8-308**





1110 W.7<sup>th</sup> Street – Violation of Chapter VIII, Article 3, Section 8-308







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## City Council Action Item

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**Council Meeting Date:** May 27, 2021

**Department:** Public Works

### **Agenda Item: Consider Agreement With SWT Design for Glendell Acres Park Renovation Project**

#### **Background/Description of Item:**

On October 24, 2019 City Council approved the 2020-2024 CIP. In the CIP was Glendell Acres Park Renovation Project, with funding identified from the Park Impact Fee.

On November 12, 2020 City Council approved the next iteration of the CIP from 2021-2025 with Glendell Acres Park Renovation Project schedule updating, and no changes to the project cost.

This project includes the design and renovation of the park with new equipment, a finished sidewalk system, re-purposed greenspaces and landscaping. These design components will be determined by public engagement. The approved Parks Master Plan will govern the general design theme of the project.

Requests for Qualifications were sent out in April 2021 and due May 03, 2021 with a total of five (5) submissions. The selection committee (City Engineer, Public Works Director, Public Works Superintendent, CIP Project Manager, and Recreation Director) recommends SWT Design Group, LLC as the best, most qualified team for the project. The selection committee recommends the team based on their existing experience providing these services to municipalities both of similar size and larger populations. The team has also worked with the City on the Downtown Edgerton Plan.

The funding source for the project is identified as the Park Impact Fee, by the CIP. The budget for the project listed in the CIP is \$740,867. Staff is currently working with SWT Design to finalize the scope and fee for the project. A draft is provided in the packet. As the scope is revised during negotiations, the fee will be adjusted accordingly. Thus the staff recommends the contract fee to be approved as a not-to-exceed amount of \$87,780. Upon final approval from City Attorney and City Engineer staff recommends authorizing the Mayor to execute the agreement.

If approved, staff anticipates beginning the design of the project immediately with construction scheduled to be completed in 2022.

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

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**Funding Source:** Park Impact Fee

**Budget Allocated:** \$740,867

**Finance Director Approval:** ☒   
Karen Kindle, Finance Director

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**Recommendation: Approve Agreement With SWT Design for Glendell Acres Park Renovation Project, Pending Approval From City Attorney and City Engineer, Authorizing The Mayor to Execute the Agreement**

**Enclosed:** Draft Agreement for Professional Services

**Prepared by:** Dan Merkh, Public Works Director

**PROFESSIONAL  
SERVICES  
AGREEMENT  
CONSULTANT-CLIENT**

**THIS PROFESSIONAL SERVICES AGREEMENT (this "Agreement")** is made and entered into as of the \_\_\_\_\_ day \_\_\_\_\_, \_\_\_\_\_ (the "Effective Date") by and between \_\_\_\_\_, party of the first part, (the CONSULTANT), and CITY OF EDGERTON, KANSAS, party of the second part, (the CLIENT).

WHEREAS, the CLIENT is authorized and empowered to contract with the CONSULTANT for the purpose of obtaining Professional Services for the following improvement/services (hereinafter referred to as the "Project"):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

WHEREAS, the CONSULTANT is licensed in accordance with the laws of the State of Kansas and is qualified to perform the Professional Services desired by the CLIENT now therefore:

IT IS AGREED by and between the two parties aforesaid as follows:



## SECTION 1 – DEFINITIONS

As used in this Agreement, the following terms shall have the meanings ascribed herein unless otherwise stated or reasonably required by this contract, and other forms of any defined words shall have a meaning parallel thereto.

- 1.1 "Additional Services" means any Services requested by the CLIENT which are not covered by **Exhibit 1** of this Agreement.
- 1.2 "Agreement" means this contract and includes change orders issued in writing.
- 1.3 "CLIENT" or "Client" means the City of Edgerton.
- 1.4 "CONSULTANT" or "Consultant" means the company identified on page 1 and any additional parties they might employ (upon the approval of CLIENT) to perform pursuant to this contract.
- 1.5 "Contract Documents" means those documents so identified in the Agreement for this Project.. Terms defined in General Conditions shall have the same meaning when used in this Agreement unless otherwise specifically stated or in the case of a conflict in which case the definition used in this Agreement shall prevail in the interpretation of this Agreement.
- 1.6 "Engineering Documents" or "Architectural Documents" or "Survey Documents" means plans, specifications, reports, drawings, tracings, designs, calculations, computer models, sketches, notes, memorandums or correspondence related to the work described in Exhibit 1 attached hereto.
- 1.7 "Consulting Services" or "Engineering Services" or "Architectural Services" or "Survey Services" means the professional services, labor, materials, supplies, testing and other acts or duties required of the CONSULTANT under this Agreement, together with Additional Services as CLIENT may request and evidenced by a supplemental agreement pursuant to the terms of this Agreement.
- 1.8 "Services" is a description of the required work as shown in **Exhibit 1**.

## SECTION 2 – RESPONSIBILITIES OF CONSULTANT

- 2.1 SCOPE OF SERVICES: The CONSULTANT shall furnish and perform the various Professional Services of the Project to which this Agreement applies, as specifically provided in **Exhibit 1** for the completion of the Project.
- 2.2 GENERAL DUTIES AND RESPONSIBILITIES
  - 2.2.1. **Personnel:** The CONSULTANT shall assign qualified personnel to perform professional Services concerning the Project. At the time of execution of this Agreement, the parties anticipate that the following individual will perform as the principal point of contact on this Project.

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_

- 2.2.2. **Standard of Care:** In the performance of professional Services, CONSULTANT will use that level of care and skill ordinarily exercised by reputable members of CONSULTANT's profession currently practicing in the same locality under similar conditions.
- 2.2.3. **Independent Contractor:** The CONSULTANT is an independent contractor and as such is not an employee of the Client.
- 2.2.4. **Insurance:** CONSULTANT will maintain insurance for this Agreement, as specifically provided in **Exhibit 2**.
- 2.2.5. **Subcontracting of Service:** The CONSULTANT shall not subcontract or assign any of the Services to be performed under this Agreement without first obtaining the approval of the Client regarding the Services to be subcontracted or assigned and the firm or person proposed to perform the Services. Neither the CLIENT nor the CONSULTANT shall assign any rights or duties under this Agreement without the prior consent of the other party.
- 2.2.6. **Endorsement:** When applicable, the CONSULTANT shall sign and seal final plans, specifications, estimates and data furnished by the CONSULTANT according to Kansas Statutes and Rules and Regulations.
- 2.2.7. **Force Majeure:** Should performance of Services by CONSULTANT be affected by causes beyond its reasonable control, Force Majeure results. Force Majeure includes, but is not restricted to, acts of God; acts of a legislative, administrative or judicial entity; fires; floods; labor disturbances; epidemics; and unusually severe weather. CONSULTANT will be granted a reasonable time extension and the parties will negotiate an equitable adjustment to the price of any affected Work Order, where appropriate, based upon the effect of the Force Majeure on performance by CONSULTANT.
- 2.2.8. **Inspection of Documents:** The CONSULTANT shall maintain Project records for inspection by the CLIENT during the contract period and for five (5) years from the date of final payment.

## **SECTION 3 – CLIENT RESPONSIBILITIES**

### **3.1 GENERAL DUTIES AND RESPONSIBILITIES**

- 3.1.1. **Communication:** The CLIENT shall provide to the Consultant information and criteria regarding the CLIENT's requirement for the Project; examine and respond in a timely manner to the Consultant's submissions and give notice to the Consultant whenever the CLIENT observes or otherwise becomes aware of any defect in the Services. The CLIENT represents that all information they provide is accurate. CONSULTANT'S review and use of the information will be to the standard of care and any delays or additional costs due to inaccurate information will be the responsibility of the CLIENT.
- 3.1.2. **Access:** The CLIENT will provide access agreements for the Consultant to enter public and private property when necessary.
- 3.1.3. **Duties:** The CLIENT shall furnish and perform the various duties and Services in all phases of the Project which are outlined and designated in Exhibit 1 as the CLIENT's responsibility.
- 3.1.4. **Program and Budget:** The CLIENT shall provide full information stating the CLIENT's objectives, schedule, budget with reasonable contingencies and necessary design criteria so that CONSULTANT is able to fully understand the project requirements.

- 3.1.5. **Testing:** Any additional tests required to supplement the Scope of Services or tests required by law shall be furnished by the CLIENT.
- 3.1.6. **Legal, Insurance, Audit:** The CLIENT shall furnish all legal, accounting and insurance counseling Services as may be necessary at any time for the Project. The CLIENT shall furnish all bond forms required for the Project.
- 3.1.7. **Project Representative:** The CLIENT will assign the person indicated below to represent the CLIENT in coordinating this Project with the CONSULTANT, with authority to transmit instructions and define policies and decisions of the CLIENT.

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_

## SECTION 4 – PAYMENT

### 4.1 COMPENSATION

- 4.1.1. **Fee and Expense:** The CLIENT agrees to pay the CONSULTANT a fee based on the actual hours expended on the Project at the rates indicated in the attached Fee Schedule; Exhibit 3 and the actual reimbursable expenses permitted under this Agreement and incurred on the Project. This fee is based on the scope of Services outlined in Exhibit 1 of this Agreement. Payment is due within thirty (30) days of billing by the CONSULTANT and any late payment will incur an interest charge of one (1) percent per month.
- 4.1.2. **Hourly Rate:** Any Additional Services which are not set forth in this Agreement will be charged on the basis of the hourly rate schedule attached hereto as Exhibit 3. No Additional Services or costs shall be incurred without proper written authorization of the CLIENT.
- 4.1.3. **Reimbursable Expenses:** Reimbursable expenses shall be charged following approval by CLIENT. Reimbursable expenses include, but are not limited to, expenses of transportation in connection with the Project; expenses in connection with authorized out-of-town travel; expenses of printing and reproductions; postage; expenses of renderings and models requested by the CLIENT and other costs as authorized by the CLIENT.
- 4.1.4. **Billing:** CONSULTANT shall bill the CLIENT monthly for services and reimbursable expenses according to **Exhibit 3**. The bill submitted by CONSULTANT shall itemize the services and reimbursable expenses for which payment is requested, notwithstanding any claim for interest or penalty claimed in a CONSULTANT's invoice. The CLIENT agrees to pay within thirty (30) days of billing by the CONSULTANT and any late payment will incur an interest charge of one and (1) percent per month.
- 4.1.5. **Change in Scope:** For modifications in authorized scope of services or project scope and/or modifications of drawings and/or specifications previously accepted by the CLIENT, when requested by the CLIENT and through no fault of the CONSULTANT, the CONSULTANT shall be compensated for time and expense required to incorporate such modifications at CONSULTANT's standard hourly rates per Exhibit 3. CONSULTANT shall correct or revise errors or deficiencies in its designs, drawings or specifications without additional compensation when due to CONSULTANT's negligence, error or omission.

- 4.1.6. **Supplemental Agreement:** This Agreement may be amended to provide for additions, deletions and revisions in the Services or to modify the terms and conditions thereof by written amendment signed by both parties. The contract price and contract time may only be changed by a written supplemental agreement approved by the CLIENT, unless it is the result of an emergency situation, in which case the CLIENT may give verbal, e-mail or facsimile approval which shall be the same as written and approved supplemental agreement.

## SECTION 5 – MUTUAL PROVISIONS

### 5.1 TERMINATION

- 5.1.1. **Notice:** The CLIENT reserves the right to terminate this Agreement for either cause or for its convenience and without cause or default on the part of the CONSULTANT, by providing written notice of such termination to the CONSULTANT. Such notice will be with Twenty Four (24) hours' notice.

The CONSULTANT reserves the right to terminate this Agreement based on any material breach by the CLIENT, but only upon giving notice to CLIENT of the alleged breach and providing CLIENT thirty (30) days to cure such alleged breach.

Upon receipt of such notice from CLIENT, the CONSULTANT shall, at CLIENT's option as contained in the notice; Immediately cease all Services and meet with CLIENT to determine what Services shall be required of the CONSULTANT in order to bring the Project to a reasonable termination in accordance with the request of the CLIENT. The CONSULTANT shall also provide to the CLIENT digital and/or mylar copies of drawings and documents completed or partially completed at the date of termination. The CONSULTANT is entitled to terminate this agreement by providing thirty (30) days written notice.

- 5.1.2. **Compensation for Convenience Termination:** If CLIENT shall terminate for its convenience, as herein provided, CLIENT shall compensate CONSULTANT for all Services completed to date prior to receipt of the termination notice.
- 5.1.3. **Compensation for Default Termination:** If the CLIENT shall terminate for cause or default on the part of the CONSULTANT, the CLIENT shall compensate the CONSULTANT for the reasonable cost of Services completed to date of its receipt of the termination notice. Compensation shall not include anticipatory profit or consequential damages, neither of which will be allowed.
- 5.1.4. **Incomplete Documents:** Neither the CONSULTANT, nor its subconsultant, shall be responsible for errors or omissions in documents which are incomplete as a result of an early termination under this section, the CONSULTANT having been deprived of the opportunity to complete such documents and certify them as ready for construction and/or complete.

### 5.2 DISPUTE RESOLUTION

- 5.2.1. If a claim, dispute or controversy arises out of or relates to the interpretation, application, enforcement or performance of Services under this Agreement, CONSULTANT and CLIENT agree first to try in good faith to settle the dispute by negotiations between senior management of CONSULTANT and CLIENT. If such negotiations are unsuccessful, CONSULTANT and CLIENT agree to attempt to settle the dispute by good faith mediation. If the dispute cannot be settled through mediation, and unless otherwise mutually agreed, the dispute shall be settled by litigation in an appropriate court in Kansas. Except as

otherwise provided herein, each party shall be responsible for its own legal costs and attorneys' fees.

### 5.3 OWNERSHIP OF INSTRUMENTS OF SERVICE

5.3.1. Reports, drawings, plans or other documents (or copies) furnished to CONSULTANT by the CLIENT shall, at CLIENT's written request, be returned upon completion of the Services hereunder. Reports, drawings, plans, documents, software, field notes and work product (or copies thereof) in any form prepared or furnished by CONSULTANT under this Agreement are instruments of service. Exclusive ownership, copyright and title to all instruments of service remain with CONSULTANT. CLIENT is hereby granted a License to Use instruments of service with use limited to use on this project. The instruments of service are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the work or on any other project.

### 5.4 INDEMNIFY AND HOLD HARMLESS

5.4.1. CLIENT shall indemnify and hold CONSULTANT, its officers and employees harmless from and against any claim, judgment, demand or cause of action to the extent caused by: (i) CLIENT's breach of this Agreement; (ii) the negligent acts or omissions of CLIENT or its employees, contractors or agents.

5.4.2. CONSULTANT shall indemnify and hold CLIENT and its employees and officials from loss to the extent caused by: (i) CONSULTANT'S breach of this Agreement; (ii) incurred as a result of the negligence, errors or omissions of the CONSULTANT, its officers or employees in performance of Services pursuant to this Agreement.

### 5.5 ENTIRE AGREEMENT

5.5.1. This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, whether oral or written, covering the same subject matter. This Agreement may not be modified or amended except in writing mutually agreed to and accepted by both parties to this Agreement.

### 5.6 APPLICABLE LAW

5.6.1. This Agreement is entered into under and pursuant to, and is to be construed and enforceable in accordance with laws of the State of Kansas.

### 5.7 ASSIGNMENT OF AGREEMENT

5.7.1. This Agreement shall not be assigned or transferred by either the CONSULTANT or the CLIENT without the written consent of the other.

### 5.8 NO THIRD PARTY BENEFICIARIES

5.8.1. Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any third party.

### 5.9 COMPLIANCE WITH LAWS

5.10.1 CONSULTANT shall abide by known applicable federal, state and local laws, ordinances and regulations applicable to this Project until the Consulting Services required by this Agreement are completed consistent with the Professional Standard of Care. CONSULTANT

shall secure occupational and professional licenses, permits, etc., from public and private sources necessary for the fulfillment of its obligations under this Agreement.

5.10 TITLES, SUBHEADS AND CAPITALIZATION

5.11.1 Titles and subheadings as used herein are provided only as a matter of convenience and shall have no legal bearing on the interpretation of any provision of the Agreement. Some terms are capitalized throughout the Agreement but the use of or failure to use capitals shall have no legal bearing on the interpretation of such terms.

5.11 SEVERABILITY CLAUSE

5.11.1. Should any provision of this Agreement be determined to be void, invalid or unenforceable or illegal for whatever reason, such provisions shall be null and void; provided, however that the remaining provisions of this Agreement shall be unaffected hereby and shall continue to be valid and enforceable.

5.12 FIELD REPRESENTATION

5.12.1. Unless otherwise expressly agreed to in writing, CONSULTANT shall not be responsible for the safety or direction of the means and methods at the contractor's project site or their employees or agents, and the presence of CONSULTANT at the project site will not relieve the contractor of its responsibilities for performing the work in accordance with applicable regulations, or in accordance with project plans and specifications. If necessary, CLIENT will advise any contractors that Consultant's Services are so limited. CONSULTANT will not assume the role of "prime contractor", "constructor", "controlling employer", "supervisor" or their equivalents, unless the scope of such Services are expressly agreed to in writing.

5.13 HAZARDOUS MATERIALS

5.13.1. The CONSULTANT and the CONSULTANT's subconsultants shall have no responsibility for the discovery, presence, handling, removal or disposal or exposure of persons to hazardous materials in any form at the Project site.

5.14 AFFIRMATIVE ACTION

5.14.1. The CONSULTANT agrees to comply with the provisions of K.S.A. 44-1030 in the Kansas Acts Against Discrimination.

5.15 SPECIAL PROVISIONS

5.15.1. Special Provisions may be attached and become a part of this agreement as **Exhibit 4**.



IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**CONSULTANT:**

**CLIENT:**

\_\_\_\_\_  
**(Firm Name)**

**City of Edgerton,  
Kansas**

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

END OF CONSULTANT-CLIENT AGREEMENT



## **EXHIBIT 1**

### **SCOPE OF SERVICES**

### **“GLENDELL ACRES PARK RENOVATION”**

The proposed scope of work to be performed by SWT and associated compensation is as follows:

#### **ARTICLE 1 SCOPE OF SERVICES**

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##### **TASK 1: TOPOGRAPHIC SURVEY**

###### **Task 1a: Land Survey**

SWT will perform a topographic survey and include boundary information to be used in the renovation of Glendell Acres Park. The survey will show the existing concrete walk including the area between the properties located at 815 and 901 W. 4th Street to the street. Public utilities will be marked as shown by Kansas Digrity. The survey will show encroachments and existing easements. An easement will be plotted as needed to address the existing general utility easement on the two park parcels. The survey will locate the Western boundary line of 306 W. Edgerton and the North boundary lines of 306 and 302 W. Edgerton (homes at south end). The City of Edgerton will provide documentation of the properties to SWT Design.

###### **Task 1b: As-Built**

An as-built survey of the park will be created once the renovation has been completed. This will include locations of enhancements both horizontally and vertically.

**PRODUCTS OF TASK 1:** SWT Team shall produce clear, concise topographic survey that will be compliant for project scope. SWT Team will provide survey information and documentation to Client in an appropriate format. This information to include:

- One (1) Topographic Survey CAD file
- One (1) Topographic Survey PDF file
- One (1) Topographic Survey print copy (upon request)
- One (1) As-Built Survey file

**MEETINGS FOR TASK 1:**

- One (1) coordination meeting to review available documentation and discuss methods and schedule for survey work.

##### **TASK 2: COMMUNITY ENGAGEMENT / PROGRAM CONFIRMATION/ SCHEMATIC DESIGN**

**Task 2a: Kickoff Meeting** - Attend project “kick-off” meeting with Client. Agenda for this meeting to include, but not limited to:

- Confirm project schedule
- Identify utility, internal, and external plan review / coordination entities
- Review and discuss recent citizen survey information
- Review and confirm engagement strategy
- Site walk with project team

## **Task 2b: Initial Community Engagement 01**

**Task 2b.1:** SWT will work with Client to distribute notification for an initial engagement meeting. This notification is desired to be distributed through the schools to encourage families to attend the meeting. Additionally, City social media and website will be used to reinforce this messaging.

**Task 2b.2:** Meeting will be held in the park (weather permitting) during a movie night with a focus on engaging with the community and receiving input on the community desires for the park improvements. Using aerial maps and recent community survey feedback as a basis for discussion, this meeting will be an open house. In addition, boards indicating different types of play, pavilions, active, and passive recreation opportunities will be provided to gather feedback on preferences for park programming.

**Task 2b.3:** Provide digital versions of information provided at movie night on City's website or other online platform along with an online survey to collect information about preferences. This would be posted a few days after the in-park movie event.

## **Task 2c: Program Development and Concept Plan Alternatives**

**Task 2c.1:** Summarize feedback and review with Client to identify priority program items for the park improvements based on information collection in the park on the digital survey.

**Task 2c.2:** SWT to prepare two concept designs for the park improvements based on community input and priorities identified with Client. Concepts will be sketch plan graphics that represent the proposed program to a level of detail where quantity takeoffs and allowances can be identified to complete a budget check for each concept. Anticipated program will be confirmed with the community and staff but may include:

- Playground
- Shelter
- Loop walking trail and connection(s) to the city trail and sidewalk network
- Pump trail / skate park
- Open green space
- Lighting
- Site furnishings
- Landscape / Stormwater Management features

**Task 2c.3:** Review concepts and order of magnitude cost opinions with Client in preparation for Community Engagement Meeting 02. SWT will revise plans based on Client feedback.

## **Task 2d: Community Engagement 02**

**Task 2d.1:** SWT will present the two concept plans to the community for feedback on preferred direction or components from each concept they would like to see incorporated into the final design direction for the park improvements. The first event would be dedicated to the Glendell Acres Park project and could occur in the park again, or an indoor space provided by the City.

**Task 2d.2:** SWT will be present for two hours of the July 3<sup>rd</sup> community picnic in Martins Park to share concept alternatives and gather feedback from the community. This is provided in addition to the dedicated event in the previous Task.

**Task 2d.3:** Additionally, City social media and website will direct people to in-person meeting and an online survey to gather feedback from the Community.

## **Task 2e: Final Program Confirmation/Schematic Design and Mayor/City Council update**

**Task 2e.1:** SWT will refine a final park schematic design based on community input and update an order of magnitude cost opinion to reflect the consolidated design.

**Task 2e.2:** Review schematic design and order of magnitude cost opinion with Client and make revisions based on Client feedback.

**Task 2e.3: Mayor and City Council Update Presentation 01** - SWT will present schematic design plan and order of magnitude cost opinion to the Mayor and City Council as a progress update and to receive their feedback and comments.

**Task 2e.4:** An approved concept will be prepared based on feedback and coordination with Client following review with the Mayor and City Council. This plan and order of magnitude cost option will establish the design and budget allocation direction for development of design documents in the next phase of work.

**PRODUCTS OF TASK 2:** SWT shall produce clear, concise drawings that will be compliant to project scope. Upon approval of the Schematic Design and costing items for establishment basis of design for the next phase of work this Task will be complete. SWT will provide project information and documentation to Client in an appropriate format.

This information to include:

- Approved Final Schematic Design Plan – rendered graphic plan
- Approved final order of magnitude cost opinion - design services budgets
- Summary reports for community engagement and Mayor/City Council feedback

**MEETINGS FOR TASK 2:**

- One (1) Kickoff Meeting / Site Visit
- Three (3) Community Engagement Meetings
- Two (2) Online Surveys to gather feedback from the Community
- Two (2) Client Concept Design review – preliminary concepts and final concept
- One (1) Mayor and City Council final concept design presentation
- Weekly Client/ SWT Coordination Meetings – to reduce costs we propose virtual meetings for the most part, but milestones meeting like design reviews would be in-person

### **TASK 3: DESIGN SERVICES**

#### ***Task 3a: Design Development Documents***

Based on the park topographic survey, Client approved schematic design, and identified \$550,000.00 construction budget SWT shall prepare Design Development documents for the park improvements. The scope of work to be performed by SWT is as follows:

**Task 3a.1:** Create Design Development documents for the park improvements based on Task 2 input and deliverables. Documents may include program items as identified below from the RFQ scope of work as well as others identified during Task 2. Additional scope items that result in increased project budget or design complexity that require outside specialty consultants may qualify as Additional Services and will be reviewed and approved with Client before proceeding. RFQ identified scope of work items include:

- Playground
- Shelter
- Loop walking trail and connection(s) to the city trail and sidewalk network
- Pump trail / skate park
- Open green space
- Lighting
- Landscape / Buffer Planting
- Stormwater management
- Site Furnishings

**Task 3a.2:** Develop a preliminary estimate of probable construction costs based on Design Development Drawings and compare with Task 2 established budget allocation.

**Task 3a.3:** Meet with Client to review the Design Development drawing(s) and Cost Opinion. Evaluate drawings and costs to create an approved drawing package and budget (1 meeting).

**Task 3a.4:** SWT will assist Client in the selection of playground equipment, design, and manufacturer with the understanding that all equipment will be purchased directly by the Client and installed by the project general contractor.

- SWT to prepare playground equipment and surfacing design bid package based on approved design development layout. Package to include site plan with playground area, narrative description of design intent, and identification of budget for play equipment, surfacing, and installation.
- SWT will issue playground and surfacing package to selected playground vendor(s) and coordinate with vendor(s) to address questions during the bid period.
- SWT will collect playground submittals and schedule a design review meeting with Client to review submittals and select a playground vendor.
- Following selection of vendor, SWT will work with the chosen vendor and Client to modify submittal and/or site plan as needed to meet Client playground goals and budget.
- SWT to incorporate final playground design into construction document bid package. General Contractor will be responsible for playground installation and will be required to use the selected manufacturer's certified/approved installer for this work.

**Task 3a.5: Community Engagement 03** - SWT will present a Client-reviewed final Design Development site plan and selected park amenities package to the community for their review and as a project progress update. Feedback received will be reviewed with Client and taken into consideration for refinement of design details in the Construction Documents task. This meeting is more about sharing the final design rather than gathering feedback to refine the design. As such, we propose one in-person meeting either in the park or an indoor City facility to review this with the community. We also propose sharing the plans on the City's website, but do not recommend providing an online survey for the community engagement session.

**Task 3a.6: Mayor and City Council Update Presentation 02** - SWT will present the Design Development package to the Mayor and City Council for their review and as a project progress update. Feedback received will be reviewed with Client and taken into consideration for refinement of design details in the Construction Document task.

***Products of Task 3a:***

SWT shall produce clear, concise drawings depicting defined project scope including:

- One (1) 24" x 36" Client approved Site Plan
- Client approved Order-of-Magnitude Cost Opinion
- Playground Equipment and Surfacing selection

***Meetings for Task 3a:***

- Two (2) Design Development and Budget Review Meetings: one prior to community/council presentations and one following these presentations as confirmation before starting Task 3b
- One (1) Community Update Meeting
- One (1) Mayor and City Council Update Meeting
- One (1) Playground Design Submittal Review and Selection Meeting with Client
- Weekly Client/ SWT coordination meetings - to reduce costs we propose virtual meetings for the most part, but milestones meeting like design reviews would be in-person

### **Task 3b: Construction Documents**

Construction Documents will be based upon the Client's approval of Design Development documents, selected playground equipment, and budget developed for the project site work.

**Task 3b.1:** Prepare Construction Documents adequate to confirm pricing and final scope of the Project. Fix and describe the size and character of the Project elements in terms of size, shape, and appearance. Construction Documents and plans to include the elements described in Task 3a. Provide plans, sections, elevations, typical construction details, schedules, and final materials selections as needed.

**Task 3b.2:** Prepare technical specifications stating materials or products to be used. Provide samples and/or cut sheets of selected fixtures, furniture, site amenities, and finish materials.

**Task 3b.3:** Prepare estimate of probable costs and participate in cost opinion evaluation sessions with Client.

**Task 3b.4:** Meet with Client to review 50% Construction Document drawings and Cost Opinion (1 meeting).

**Task 3b.5:** Meet with Client to review 95% Construction Document drawings (1 meeting).

#### ***Products of Task 3b:***

SWT will provide the Client with one (1) set of reproducible drawings and one (1) set of bid specifications including an Order-of-Magnitude Cost Opinion. All drawings will be completed according to the specifications outlined in this Agreement. An electronic copy of the data will be provided in AutoCAD 2018 or later format.

#### ***Meetings for Task 3b:***

- One (1) Design and Budget Review Meeting with Client
- One (1) 50% Construction Document and Order-of-Magnitude Cost Opinion Review with Client
- One (1) 95% Construction Document and Order-of-Magnitude Cost Opinion Review with Client
- Weekly Client/ SWT coordination meetings - to reduce costs we propose virtual meetings for the most part, but milestones meeting like design reviews would be in-person

### **TASK 4: IMPLEMENTATION SERVICES**

*The proposed scope of work includes:*

#### **Task 4a: Bidding / Negotiation / Award**

**Task 4a.1:** Coordinate and provide bid package for distribution to contractors. Issue bid package to Drexel Technologies, or other agreed upon print shop or online plan room(s), for reproduction needs and distribution to contractors.

**Task 4a.2:** Provide addenda and clarification drawings as required. Update Construction Documents incorporating addenda into bid documents during bidding.

**Task 4a.3:** Conduct pre-bid meeting to answer project related questions and familiarize bidding contractors with the project.

**Task 4a.5:** Attend bid opening and assist the Client with the qualification of bidders and evaluation of their bids.

**Task 4a.6:** Provide awarded Contractor with final set of construction drawings (AutoCAD & PDF) and specifications including addenda.



#### ***Meetings for Task 4a:***

- One (1) Pre-bid Meeting – Client and Bidding Contractors
- One (1) Public Bid Opening / Bid Evaluation Meeting with Client
- One (1) Mayor and City Council Meeting for Client Presentation of Recommended Contractor
- Weekly Client/ SWT coordination meetings

#### **Task 4b: Construction Observation**

**Task 4b.1** As part of the Basic Design Services, SWT shall visit the site at intervals appropriate to the stage of construction, or as otherwise agreed upon in writing by the Client and SWT, to observe the progress and quality of the work (“Work”) completed by the contractor or contractors for this Project. Such visits and observation are not intended to be an exhaustive check or a detailed inspection of the Work, but rather are to allow SWT, as an experienced professional, to become generally familiar with the Work in progress and to determine, in general, if the Work is proceeding in accordance with the Construction Documents.

Based on this general observation, SWT shall keep the Client informed about the progress of the Work and shall endeavor to guard the Client against deficiencies in the Work.

SWT shall not supervise, direct, or have control over the Work, nor have any responsibility for the construction means, methods, techniques, sequences, or procedures selected by the Contractor, nor for the Contractor's safety precautions or programs in connection with the Work. These rights and responsibilities are solely those of the Contractor in accordance with the Construction Documents.

SWT shall not be responsible for any acts or omissions of the Contractor, subcontractor, any entity performing any portions of the Work, or any agents or employees of any of them. SWT does not guarantee the performance of the Contractor and shall not be responsible for the Contractor's failure to perform Work in accordance with the Construction Documents or any applicable laws, codes, rules, or regulations.

**Task 4b.2:** Conduct pre-construction meeting with the selected Contractor prior to beginning of construction. Meeting intended to review project schedule, submittal process, Client requirements, etc.

**Task 4b.3:** SWT shall review and approve or take other appropriate action on the Contractor submittals, such as shop drawings, product data, samples, and other data which the Contractor is required to submit, but only for the limited purpose of checking for conformance with the design concept and the information shown in the Construction Documents. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the Work with other trades, or construction safety precautions, all of which are the sole responsibility of the Contractor. SWT's review shall be conducted with reasonable promptness, while allowing sufficient time in SWT's judgment to permit adequate review. SWT shall report to the Client as soon as possible any deficiencies it discovers in such review. Review of a specific item shall not indicate that SWT has reviewed the entire assembly of which the item is a component. SWT shall not be responsible for any deviations from the Construction Documents not brought to the attention of SWT in writing by the Contractor. SWT shall not be required to review partial submissions or those for which submissions of correlated items have not been received.

**Task 4b.4:** Review mock-ups of materials for approval regarding workmanship and quality.

**Task 4b.5:** SWT shall maintain throughout the term of the Project copies of all shop drawings, mock-ups, and revised Construction Documents.

**Task 4b.6:** Provide field review of site construction, answer questions, and respond to Requests for Information (RFI), attend construction meetings, and prepare punch lists and final closeout.

**Task 4b.7:** SWT shall review Contractor's payment requests to confirm invoiced work has been completed or purchased. Following review, SWT will notify contractor of required changes or submit approved pay application to Client for payment.

**Task 4b.8:** SWT shall perform a punchlist review of project with Client following notice of substantial completion and submittal of initial punchlist from Contractor. SWT will prepare a punchlist review report and submit to Contractor for completion. Once complete SWT will perform a final project review with Client and Contractor to ensure all punchlist items have been completed and Client has received all documentation from Contractor.

***Meetings for Task 4b:***

- Pre-construction Kick-off Meeting with Selected Contractor
- On-site Observation Meetings (bi-weekly Contractor update meetings and as needed for specific site review or coordination items, not to exceed 15 man-trips total)
- One (1) Punch List Review Site Visit with Client
- One (1) Final Site Review Meeting with Client and Contractor
- Weekly Client/ SWT coordination meetings – we anticipate the majority of these would be in-person and on-site, however when topic discussion

End of Scope of Work



## **EXHIBIT 2**

### **CITY OF EDGERTON, KS INSURANCE REQUIREMENTS FOR DESIGN & CONSULTING SERVICES - 2020**

Consultant shall procure and maintain at its sole cost and expense, the following insurance coverage for the duration of the project and for a period of at least two (2) years (five years for professional liability insurance) following termination of this agreement, with minimum acceptable limits as follows:

**(1) COMMERCIAL GENERAL LIABILITY**

\$1,000,000 Per Occurrence

\$2,000,000 Aggregate

Coverage shall be written on ISO occurrence form CG 0001 or equivalent. Endorsements or policy provisions that limit contractual liability are not acceptable. It shall also name City, its officers, officials, employees, and agents as additional insureds on a primary basis, not contributing with any insurance maintained by the additional insured, using ISO additional insured endorsement CG 2010, or its equivalent, copies of which are required to be attached to the certificate of insurance.

**(2) WORKERS COMPENSATION - STATUTORY & EMPLOYERS LIABILITY**

\$100,000 Each Accident

\$500,000 Policy Limit - Disease

\$100,000 Each Employee – Disease

Coverage shall apply to all workers and employees related to the work, including sole proprietors, partners, members of an LLC, and officers of a corporation, regardless of whether or not such persons come under the statutory requirements to carry this coverage. Firms domiciled outside the state of Kansas must have "other states" coverage in effect.

**(3) PROFESSIONAL LIABILITY / ERRORS & OMISSIONS**

\$1,000,000 Per Claim

\$2,000,000 Aggregate

This coverage, shall apply to actual or alleged negligent wrongful acts, errors or omissions resulting in claim(s) for damages related to the work involving the operations of Consultant, and/or its sub-Consultant(s) if any are utilized in the completion of the work. If such policy is "claims-made" form, the retroactive date must be shown and must be before the date of the Agreement or the beginning of work set forth in the Agreement. This insurance must be maintained and evidence of insurance must be provided for at least Five (5) years after termination of this Agreement. If coverage is canceled or non-renewed and not replaced with another "claims-made" policy form with a Retroactive Date prior to the Agreement effective date, Consultant must purchase "extended reporting period" (tail) coverage for a minimum period representing at least Five (5) years after termination of this agreement.

**CITY OF EDGERTON, KS**  
**INSURANCE REQUIREMENTS FOR DESIGN & CONSULTING SERVICES – 2020, CONT'D**

**(4) WAIVER OF SUBROGATION**

Consultant, and in addition, its insurers, through policy endorsement, and to the fullest extent permitted by law, waives all rights against City, its officers, officials, employees, and agents for recovery of damages to the extent that these damages are covered by commercial general liability, commercial umbrella liability, business auto liability or workers compensation and employers liability insurance maintained per the requirements stated above.

**(5) CERTIFICATE OF INSURANCE**

Prior to commencing the work, Consultant shall furnish an acceptable certificate(s) of insurance, identifying insurers that write Consultant's coverages, with minimum Best's Guide Rating of A- and Class VIII or better, and authorized to do business in the state of Kansas. Certificate will evidence the required coverage and endorsements stated above. Should any of the above described policies be cancelled or non-renewed, the City shall first be provided 30 days prior written notice, except 10 days for non-payment of premium. This cancellation provision shall be indicated on the certificate of insurance. City also reserves the right to obtain copies of Consultant's policies to validate coverage in effect if certificates are ambiguous. Annually, Consultant agrees to provide a new/replacement formal certificate of insurance five (5) days prior to the expiration date. If any portion of the work is to be subcontracted, Consultant shall require that the subcontracted Consultant(s) shall comply with the same indemnification agreement terms and be required to provide and maintain all insurance coverages and provisions as stated above, with a formal certificate of insurance acceptable to City evidencing same. Self-Insured retentions must be declared to and approved by City. If consultant is self-insured for any of the above coverages, such self-insurance must be approved by City, which may require written guarantees for payment of self insured

losses and related investigation, administration, and defense costs. And it must provide claims handling procedures acceptable to the City. Acceptance of any certificate that does not comply with the above requirements shall not operate as a waiver of Consultant's obligations hereunder. And the fact that insurance is obtained by Consultant shall not be deemed to release or diminish the liability of Consultant including, without limitation, liability under the indemnity provisions of this contract. Damages recoverable by City shall not be limited by the amount of the required insurance coverage. Consultant shall notify City in writing as soon as possible after any occurrence that could potentially lead to any lawsuit and/or after it receives notice or knowledge of any demand, claim, cause of action, lawsuit, or action arising out of the work performed under this contract.





## EXHIBIT 2

### COST AND SCHEDULE

### “GLENDELL ACRES PARK RENOVATION”

#### ARTICLE 1: COMPENSATION and PAYMENTS

The fee for services outlined in this proposal is **\$87,780.00**, including direct expenses as defined in Article 2.

<b>Task 1: Topographic Survey and As-Builts Total:</b>	<b>\$15,190.00</b>
<b>Task 2: Community Engagement / Schematic Design Total:</b>	<b>\$19,530.00</b>
<b>Task 3: Design Services:</b>	
Task 2a: Design Development	\$19,765.00
Task 2b: Construction Documents	\$14,365.00
<b>Task 3 Total:</b>	<b>\$34,130.00</b>
<b>Task 4: Implementation Services:</b>	
Task 3a: Bidding/Negotiation/Award	\$ 3,500.00
Task 3b: Construction Observation	\$15,430.00
<b>Task 3 Total:</b>	<b>\$18,930.00</b>
<b>Project Total</b>	<b>\$87,780.00</b>

SWT will bill on a percentage of completion basis per task. Invoices will be emailed during the first week of each month. If a US Postal Service delivered invoice is required, please make the request in writing.

Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable thirty (30) days from the date printed on the invoice. Undisputed amounts unpaid thirty-one (31) days after the invoice's printed date may be assessed a late fee at a rate per annum, one percent (1%) over the prime rate as reported by *The Wall Street Journal*.

#### ARTICLE 2 DIRECT EXPENSES

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Direct Expenses are included in “Article 1 Compensation.” Direct expenses include mileage, lodging (surveyor only), and printing costs. This excludes any permitting or submittal fees to local or state agencies. We do not anticipate it being necessary for this project though.

#### ARTICLE 3 ADDITIONAL SERVICES AND HOURLY RATES

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Additional Services shall be provided if authorized or confirmed in writing by the Client, and shall be paid for by the Client in addition to the compensation for Basic Design Services. Additional Services will be compensated based upon a mutually agreed fee. If a fee is not mutually agreed to, the Additional Services will be billed at the hourly rates set forth herein. Incurred expenses associated with any Additional Services are in addition to the Additional Services Fee and will be reimbursed at cost.

Additional Services will be billed on an hourly basis at the following 2021 rates:

Partner	\$190.00
Senior Associate I	\$150.00
Civil Engineer I	\$150.00
Senior Associate II	\$135.00
Professional Land Surveyor	\$120.00
Associate	\$110.00
Civil Engineer I	\$110.00
Designer	\$ 95.00
Staff I	\$ 85.00
Staff II	\$ 80.00
Staff III	\$ 65.00
Administrative	\$ 70.00

#### ARTICLE 5 WORK NOT INCLUDED IN BASIC SERVICES

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- a. Soils/Geotechnical Investigation
- b. Structural Engineering
- c. Permitting and Review Fees
- d. Architectural Design
- e. Electrical Engineering
- f. Multiple Bid Sets, Outside of Playground Equipment Bid Package
- g. Property Consolidation Survey Scope

## ARTICLE 6 SCHEDULE

PHASE / MEETINGS	DATE
<b>1. Task 1 – Topographic Survey</b> <i>a. Collect Field Data and Research Easements/Property Boundaries Concurrently</i> <i>b. Develop topographic survey plan in CAD and deliver to City</i>	5/31/21 Through 6/13/21
<b>2. Task 2 – Community Engagement / Schematic Design</b> <i>a. Kick-off Meeting with City to Finalize Engagement &amp; Communication Plan [wk. of June 1]</i> <i>b. Community Engagement Meeting 01 (Preferences) – [wk. of June 8]</i> <i>c. Community Engagement Meeting 02 (Plan Alternatives) [July 3 Picnic]</i> <i>d. Community Engagement Meeting 02 (Separate Meeting) [wk. of July 8]</i> <i>d. Mayor/City Council Meeting (Present Preferred Plan) – [July 29, tentative]</i>	6/1/21 Through 7/30/21
<b>3. Task 3A – Design Services (Design Development)</b> <i>a. Deliver Design Development Documents (Plans and Cost Opinion) [Sept. 30]</i> <i>b. Meeting to Review DD Documents prior to Community Meeting 03 [wk. of Sept. 13]</i> <i>c. Community Engagement Meeting 03 (Present DD Plan) [wk. of Sept 20]</i>	8/1/21 Through 9/30/21
<b>4. Task 3B – Design Services (Construction Documents)</b> <i>a. Deliver 50% Construction Documents [Oct. 15]</i> <i>b. Meeting to Review 50% Construction Documents [wk. of Oct. 18]</i> <i>c. Deliver Bid Package for Playground Equipment [wk. of Oct. 25]</i> <i>d. Deliver 95% Construction Documents [Nov 12]</i> <i>e. Meeting to Review 95% Construction Documents and Playground Bids [wk. of Nov 15]</i> <i>f. Deliver 100% Construction Documents [Dec 3]</i> <i>g. Meeting to Review 100% Construction Documents [wk. of Dec 6]</i>	10/1/21 Through 12/15/21
<b>5. Phase 4A – Implementation Services (Bidding and Contractor Negotiations)</b> <i>a. Bid Package Distribution [wk. of Dec 13]</i> <i>b. Advertise for Bid [Dec 20 – Jan 20]</i> <i>c. Pre-Bid Meeting [Jan 6]</i> <i>d. Bids Due [Jan 20]</i> <i>e. Award Contractor, Begin Contract Negotiation Upon Approval (Council Meeting) [Jan 27]</i>	12/15/21 Through 2/28/22
<b>6. Phase 4B – Implementation Services (Construction Observation)</b> <i>a. Pre-Construction Meeting [wk. of March 1] sooner weather on contract execution permitting</i> <i>b. Expected Construction Period [Mar. 1 to June 30]</i> <i>c. Punch Lists Work Finalized [wk. of June 30]</i>	2/28/22 Through 6/30/22

**EXHIBIT 4**  
**SPECIAL PROVISIONS**

# Johnson County Utility Assistance Program

City of Edgerton - City Council  
May 2020





# History

- For over 30 years, Johnson County Government has an established Utility Assistance & Emergency Assistance program for low-income residents.
  - Each year the demand for assistance continues to grow.
  - The economic impact of COVID-19 will be felt for years.

# Why do residents need assistance?

- Bills too high (medical or utilities)
- Not able to work (disabled or retired)
- Housing cost increase
- Unemployed/Looking for work
- Low wages

# Johnson County Utility Assistance Program

- Financial assistance to qualifying individuals for past due electric, water, propane, gas, & wastewater utility bills.
- Johnson County Government partners with **14 cities, 5 local utility companies, faith based organizations, Community & Family Support Services** to provide assistance for our neighbors in need.

\$500,000 in funds contributed in 2020.

# Qualifications for Utility Assistance

- Residents must be a Johnson County resident (and reside in Edgerton to utilize the Edgerton funds)
- Residents must be at or below the 200% poverty level. Eligibility is based on the last 30 days of income.
- Residents must have a past due utility bill in their name
- Residents must provide a history of the account showing recent payments

# Dollar Matching

- City of Edgerton contributes “up to” \$150 per qualifying resident.
- Johnson County Government contributes “up to” \$200 per qualifying resident.
- Use of additional funds Water One, Atmos Gas-Share the Warmth, faith based, and Community & Family Social Services can also be utilized if available.



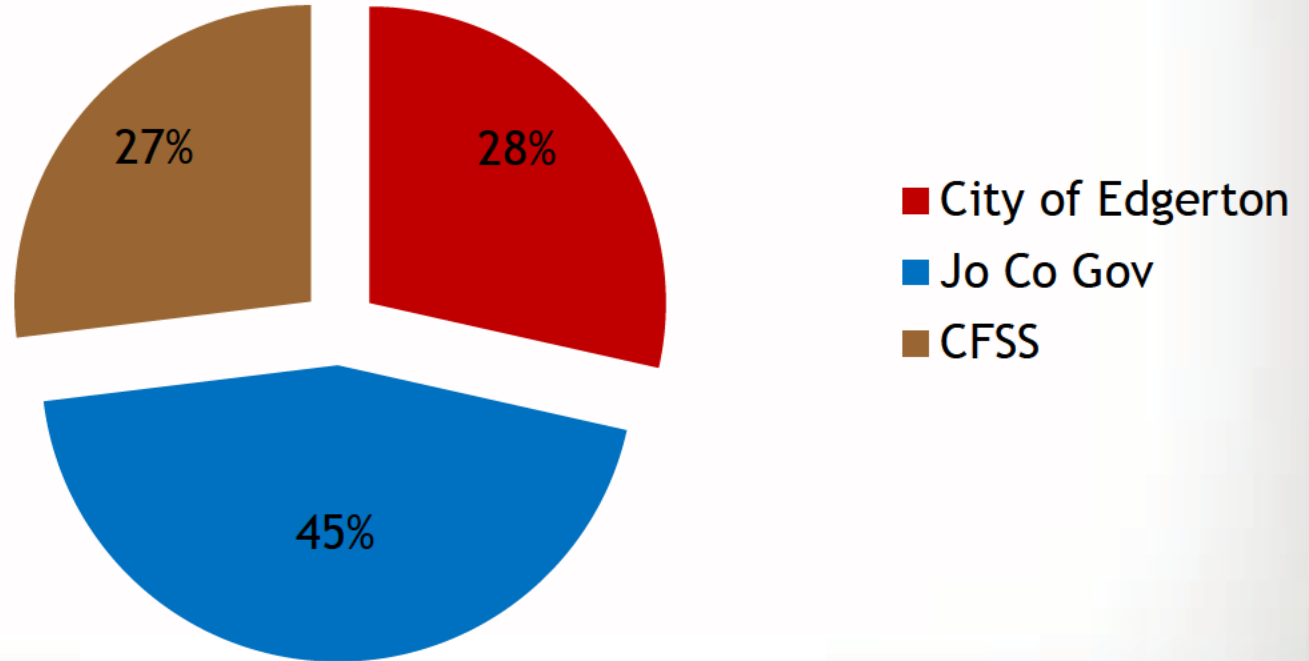
# City of Edgerton Pledge History

- City of Edgerton pledged \$3000 annually from 2015 - 2018.
  - In 2015, \$1,850.24 was utilized.
  - In 2016, \$1,861.55 was utilized.
  - In 2017, \$1,708.46 was utilized.
  - In 2018, \$1,116 was utilized.
- City of Edgerton has pledged \$2000 in 2019.
  - In 2019, \$1,061 was utilized.
- City of Edgerton pledged \$2000 in 2020.
  - In 2020, \$744 was utilized.

# Edgerton Stats

- In 2020, 8 households in Edgerton were served.
- Total amount of assistance including funds from City of Edgerton, Johnson County Government, and other resources \$2,659.

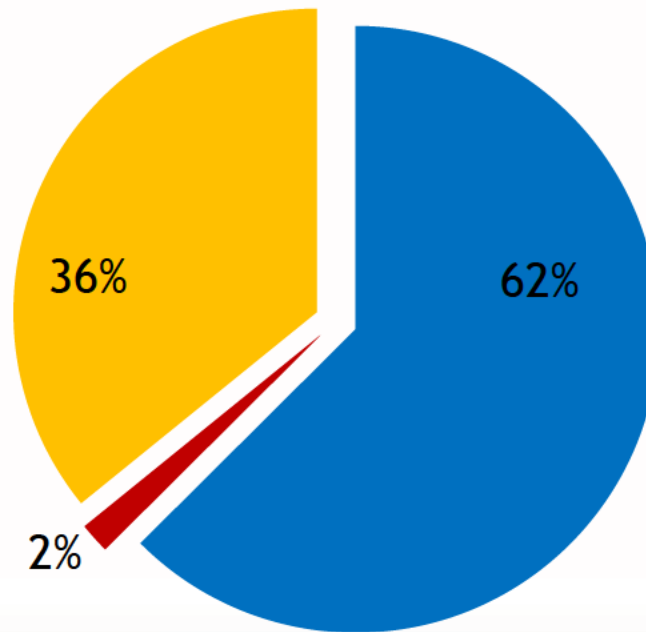
# Contributions Per Agency



# 2020 All Available Funds - \$2659

## Dollars Utilized

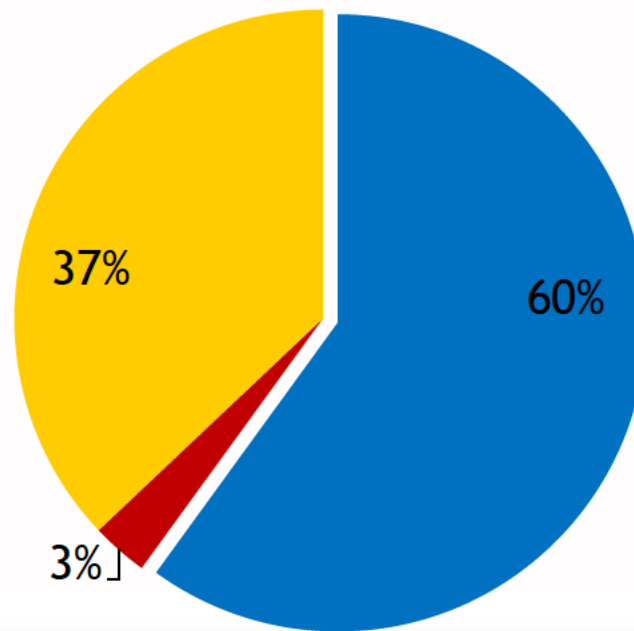
■ Electric ■ Gas ■ Water



# 2020 City of Edgerton Funds - \$744

## Dollars Utilized

■ Electric ■ Gas ■ Water





# Five Year History - City of Edgerton

	2016	2017	2018	2019	2020
Households	20	18	13	13	8
Total of Utility Assistance	\$6,382	\$6,900	\$3,715	\$3,431	\$2,659

# Raising Awareness

- We recognize the number of households we are serving from City of Edgerton has decreased over the past five years.
- Together we can raise awareness about the utility assistance program through:
  - City of Edgerton Newsletter
  - City of Edgerton Website
  - City of Edgerton Water Utility Bills
  - Chamber Newsletter
  - Social Media

# 2022 Request for Funding

- As of March 31<sup>st</sup>, 2021, \$2552.78 is remaining from the City of Edgerton funds. (rollover balance from 2020)
- In 2021, City of Edgerton pledged \$2000.
- We are requesting \$2000 from the City of Edgerton in 2022.

# Contact Information

## **Brandy Hodge**

Community Relations Manager  
Johnson County Human Services  
913.715.8866

[Brandy.Hodge@jocogov.org](mailto:Brandy.Hodge@jocogov.org)

## **Joanne Haworth**

Outreach Services Manager  
Johnson County Human Services  
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[Joanne.Haworth@jocogov.org](mailto:Joanne.Haworth@jocogov.org)



United Community Services  
of Johnson County

# ***2022 Human Service Fund (HSF)***

Edgerton City Council Meeting  
May 27, 2021



# ***What is the Human Service Fund?***

- A City-County partnership that supports priority health and human services and has been managed by UCS since 1990.
- General tax dollars are awarded to nonprofits which operate vital health and human service programs that meet needs of Johnson County residents who live with income at, below or near federal poverty level.
- Edgerton has invested resources to support services since 2012.

# ***Human Service Fund Focus***

- Programs that address well-being, personal safety and stability of JoCo residents.
- Programs that fit within safety net investment components of basic needs, work and incomes supports, or health, wellness and personal safety.
- Primary beneficiaries are residents at or below 200% FPL (\$43,920 for a family of 3)
  - ~15% of the population in Johnson County
  - ~27% of the population in Edgerton
- In 2021, 14 cities and county contributed \$395,176

# ***Human Service Fund Impact***

- Through a UCS managed competitive grant process, HSF supports 15 programs in providing safety net services.
  - CASA, CCNEK, El Centro, FosterAdopt, Growing Futures, Harvesters, HPC, Hillcrest, JoCoIHN, KCSL, KidsTLC, NCircle, Safehome, Salvation Army Family Lodge, Sunflower House
- In 2020, HSF grantees provided >168,000 units of service provided to > 37,000 individuals
  - >15,000 medical/dental appointments
  - >45,000 meals
  - >5,000 nights of safe shelter

# ***2022 Human Service Fund Request***

- Since 2012, Edgerton has supported HSF
- In 2020 and 2021, Edgerton provided \$2000
- In 2022, requesting \$2,500:
  - No increase in 2021
  - Increase in need, due to the pandemic
  - Launch of Small Grants Pool to support small human service focused non-profits in building grant capacity



To: Edgerton City Council

From: James Oltman – President, ElevateEdgerton!

Re: 2022 Funding Request

Date: 5/27/2021

#### Overview

ElevateEdgerton! has been operating as a public-private organization since the very beginning of 2017. Since formation ElevateEdgerton! has focused its efforts on residential development recruitment, commercial development recruitment, workforce development efforts and being a resource in the continued growth of Logistics Park Kansas City.

On June 16th, 2021 the ElevateEdgerton! Board of Directors will hold their third strategic planning session since the inception of ElevateEdgerton! to evaluate the current focused priorities set forth for ElevateEdgerton!. During this process they will evaluate the progress of the organization and refine as needed.

The purpose/mission of ElevateEdgerton!(EE!) is to promote/facilitate organized growth of the Edgerton, KS and Logistics Park Kansas City(LPKC) community by taking advantage of opportunities available because of the Burlington Northern Santa Fe Intermodal Facility.

#### **2020/2021 ElevateEdgerton! Priorities**

Residential Development  
Retail/Hotel/Service Industry Recruitment  
Workforce  
Investor Retention/Growth  
Rail-served development recruitment





## 2020/2021 ElevateEdgerton! Deliverables

- Housing development efforts
  - Maintain and update inventory of properties well positioned for residential development *(completed)*
  - Meet with potential housing developers about new residential construction in Edgerton *(ongoing)*
  - Compile data relevant to aiding housing development efforts *(Edgerton Housing Assessment completed April 2021)*
- Retail/commercial recruitment efforts
  - Continue to assess the needs of LPKC tenants and proceed accordingly *(On the Go Travel Center under construction)*
  - Maintain and update marketing material specifically geared towards commercial recruitment *(ongoing)*
  - Attend events and meetings geared towards active recruitment of retail/commercial
    - Commercial Developer meetings
    - ICSC Recon: Global Retail Convention *(2020/2021 event postponed to December 2021)*
- Workforce
  - Host monthly HR roundtable for all LPKC tenants *(restarting June 2021)*
  - Coordinate LPKC exclusive career fairs
  - Regional marketing for LPKC employment opportunities *(Ongoing)*
- Investor Retention/Growth
  - Continued effort on adding new strategic partnerships to ElevateEdgerton!
- Representing Edgerton within the region
  - Attend Planning Commission and City Council meetings when economic development opportunities are being discussed
  - Represent Edgerton at regional economic development events
    - Kansas City Area Development Council
    - KC Smartport
    - Kansas Economic Development Alliance
    - Southern Economic Development Council
    - Council of Supply Chain Management Professionals
- Community Services
  - New Resident bags *(Ongoing)*
  - Create an outlet for community news and events *(Ongoing)*

*Adapted to needs created by COVID Pandemic and facilitated COVID Vaccination Clinic for Edgerton Residents and LPKC Employees*



## 2021/2022 ElevateEdgerton! Deliverables

- Housing development efforts
  - Maintain and update inventory of properties well positioned for residential development
  - Meet with potential housing developers about new residential construction in Edgerton
  - Stay up to date on Economic Development Tools available to assist communities recruit housing development
- Retail/commercial recruitment efforts
  - Maintain and update marketing material specifically geared towards commercial recruitment
  - Attend events and meetings geared towards active recruitment of retail/commercial
- Workforce
  - Host monthly HR roundtable for all LPKC tenants
  - Coordinate LPKC exclusive career fairs
  - Regional marketing for LPKC employment opportunities
- Investor Retention/Growth
  - Continued effort on adding new strategic partnerships to ElevateEdgerton!
- Representing Edgerton within the region
  - Attend Planning Commission and City Council meetings when economic development opportunities are being discussed
  - Represent Edgerton in the economic development community
    - Kansas City Area Development Council
    - KC SmartPort
    - Kansas Economic Development Alliance
    - Southern Economic Development Council
    - Greater Kansas City Foreign Trade Zone
- Community Services
  - New Resident bags
  - Create an outlet for community news and events
  - Enable flexibility to adapt to unforeseen circumstances as we exit COVID pandemic



Requested funding amount:

\$55,000.00 cash contributions

\$10,000 in-kind contributions from City of Edgerton Marketing and Communications employee

\$10,000 targeted allocation – Commercial Development Recruiting Fund – Provides ability to leverage money from other partners for the purpose of commercial development recruitment activities:

- Data Collection – Targeted Industries
- Commercial development related marketing
- Enhance efforts to capitalize on the addition of the On the Go Travel Center

