

**EDGERTON CITY COUNCIL
MEETING AGENDA
CITY HALL, 404 EAST NELSON STREET
July 24, 2025
7:00 P.M.**

NOTE: The City of Edgerton's new street sweeper will be available for the public to view in front of City Hall beginning at 6:45 p.m. before the City Council meeting begins.

Call to Order

1. Roll Call

_____ Roberts _____ Longanecker _____ Lewis _____ Conus _____ Lebakken _____ Malloy

2. Welcome

3. Pledge of Allegiance

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

4. Approve Minutes from July 10, 2025, Regular City Council Meeting

Motion: _____ Second: _____ Vote: _____

Regular Agenda

5. 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.

6. Public Comments. Members of the public are welcome to present their items of concern to the City Council. The Council will not discuss or debate these items, nor will the Council make decisions on items presented during this time. Speakers should address their comments to City Council only not members of the audience or staff.

Persons wishing to address the City Council must sign-up before the meeting begins. Speakers must provide their name and address for the record and are limited to three (3) minutes. The maximum time limit for all speakers will be a total of thirty (30) minutes.

Written comments must be submitted by close of business on the day prior to the meeting at CityClerk@edgertonks.org. Written comments shall include name and address for the record.

Business Requiring Action

7. CONSIDER ORDINANCE NO. 2180 DESIGNATING CERTAIN STREETS AS MAIN TRAFFICWAYS

Motion: _____ Second: _____ Vote: _____

8. **CONSIDER RESOLUTION 07-24-25A OF THE CITY OF EDGERTON, KANSAS, AUTHORIZING IMPROVEMENTS TO THE CITY PUBLIC WATER SUPPLY SYSTEM AND PROVIDING FOR THE PAYMENT OF THE COSTS THEREOF**

Motion: _____ Second: _____ Vote: _____

9. **CONSIDER RESOLUTION 07-24-25B CONSENTING TO THE ASSIGNMENT OF A BASE LEASE, LEASE AGREEMENT AND OTHER BOND DOCUMENTS IN CONNECTION WITH THE CITY'S INDUSTRIAL REVENUE BONDS (COLDPOINT LOGISTICS REAL ESTATE, LLC), SERIES 2016, AND AUTHORIZING EXECUTION OF RELATED DOCUMENTS**

Motion: _____ Second: _____ Vote: _____

10. **CONSIDER RESOLUTION NO. 07-24-25C CONSENTING TO THE ASSIGNMENT OF A BASE LEASE, LEASE AGREEMENT AND OTHER BOND DOCUMENTS IN CONNECTION WITH THE CITY'S INDUSTRIAL REVENUE BONDS (COLDPOINT LOGISTICS REAL ESTATE, LLC FIRST EXPANSION PROJECT), SERIES 2017, AND AUTHORIZING EXECUTION OF RELATED DOCUMENTS**

Motion: _____ Second: _____ Vote: _____

11. **CONSIDER RESOLUTION 07-24-25D CONSENTING TO THE ASSIGNMENT OF A BASE LEASE, LEASE AGREEMENT AND OTHER BOND DOCUMENTS IN CONNECTION WITH THE CITY'S INDUSTRIAL REVENUE BONDS (COLDPOINT LOGISTICS REAL ESTATE, LLC SECOND EXPANSION PROJECT), SERIES 2018, AND AUTHORIZING EXECUTION OF RELATED DOCUMENTS**

Motion: _____ Second: _____ Vote: _____

12. **CONSIDER RESOLUTION NO. 07-24-25E CONSENTING TO THE ASSIGNMENT OF A BASE LEASE, LEASE AGREEMENT AND OTHER BOND DOCUMENTS IN CONNECTION WITH THE CITY'S INDUSTRIAL REVENUE BONDS (COLDPOINT LOGISTICS REAL ESTATE, LLC THIRD EXPANSION PROJECT), SERIES 2019, AND AUTHORIZING EXECUTION OF RELATED DOCUMENTS**

Motion: _____ Second: _____ Vote: _____

13. **CONSIDER APPLICATION PUD2025-0002, FINAL PUD PLAN/PLAT FOR DWYER FARMS, PHASE 3, LOCATED SOUTHWEST OF THE INTERSECTION OF BRAUN STREET/207TH STREET AND W. 8TH STREET/EDGERTON ROAD, EDGERTON, KANSAS**

Motion: _____ Second: _____ Vote: _____

14. CONSIDER APPROVAL OF CHANGE ORDER #1 TO KANSAS HEAVY CONSTRUCTION, LLC FOR THE EAST 2ND STREET/EDGEWOOD AND EAST 3RD STREET RECONSTRUCTION PROJECT IN THE AMOUNT OF \$59,075

Motion: _____ Second: _____ Vote: _____

15. Report by the City Administrator

16. Report by the Mayor

17. Future Meeting Reminders:

August 12: Planning Commission Meeting

August 14: City Council Meeting

August 28: City Council Meeting

September 9: Planning Commission Meeting

September 11: City Council Meeting

18. Adjourn

EVENTS

July 23: Dog Bite Prevention

July 25: Sunset at the Lake: Step-by-Step Painting Class

July 26: Popsicles and Puzzle Race

July 28: Adulting 101 for Teens

July 29: Toddler Gym Jam

July 30: Creative Kids Art Series-Audubon Watercolor Sea Creatures

July 31 Diamond Painting

City of Edgerton, Kansas
Minutes of City Council Regular Session
July 10, 2025

A Regular Session of the City Council was held in the Edgerton City Hall, 404 E. Nelson, Edgerton, Kansas July 10, 2025. The meeting convened at 7:00 PM with Mayor Roberts presiding.

1. ROLL CALL

Donald Roberts	Present
Clay Longanecker	Present
Josh Lewis	Present
Deb Lebakken	Present
Bill Malloy	Present
Ron Conus	Present

With a quorum present, the meeting commenced.

Staff in attendance: City Administrator, Beth Linn
Assistant to the City Administrator, Kara Banks
Interim City Clerk, Alex Firth
City Attorney, Todd Luckman
Finance Director, Karen Kindle
Senior Accountant, Justin Vermillion
Development Services Director, Zach Moore
Parks and Recreation Director, Levi Meyer
Construction Inspector, Todd Veeman
Public Works Foreman, Chase Forester
Parks & Recreation Maintenance Tech II, Colton Hamilton

2. WELCOME. Mayor Roberts welcomed all in attendance.

3. PLEDGE OF ALLEGIANCE. All present participated in the Pledge of Allegiance.

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

4. Approve Minutes from June 12, 2025, Regular City Council Meeting
5. Resolution Approving an Assignment of Bond Documents, Collateral Assignment, and Subordination Agreement
6. Consider Final Acceptance for Emergency Repair on Culvert Pipe on 191st Street for \$29,790.00 to Kansas Heavy Construction and Return Remaining Funds of \$770.00 to the Unencumbered Fund Balance in the General Fund

Councilmember Longanecker moved to approve, seconded by Councilmember Malloy. The minutes were approved, 5-0.

Regular Agenda

7. **Declaration.** Council members had nothing to declare.

8. Public Comments.

Mr. Bill LaFalce at 516 W 4th St addressed the Council. Mr. La Falce stated that he was able to receive the Storm Water Master Plan and thanked staff for getting this plan to him in a timely manner. Mr. La Falce voiced concerns that the suggested projects would not completely fix flooding issues and suggested the plan be updated or amended to expand the scope of the project affecting homes in the neighborhood known as "The Horseshoe." Mr. La Falce stated that the City needed to re-evaluate the budget of this project in the Stormwater Plan. He thanked City Council for their time.

Business Requiring Action

9. Report by the City Administrator

Ms. Linn stated that if any City Council member would like to see the new street sweeper they can come early to the next City Council meeting on July 24th at 6:45pm.

Ms. Linn called attention to the many activities in the Parks and Recreation Department happening this summer, specifically the hunter safety course. She stated participants must register by July 24 and we have not met that minimum yet. Mayor Roberts stated that it is hard to get a hunter safety course. Mr. Malloy asked if we have posted on social, Ms. Linn stated that we have posted on social media.

Ms. Linn also stated the movie night that is scheduled for Friday, July 11th is incorrectly listed on tonight's agenda for July 10, 2025, but there may be some weather that would impact the movie.

10. Report by the Mayor

Mayor Roberts did not have anything to report.

11. Future Meeting Reminders

Mayor Roberts reminded the Council of the future meetings for the Council and Planning Commission.

12. Adjourn

Councilmember Lewis moved to adjourn, seconded by Councilmember Lebakken. The meeting was adjourned at 7:09 pm with a 5-0 vote.

Submitted by Alex Firth, Interim City Clerk.

CITY OF EDGERTON, KANSAS

COUNCIL AGENDA ITEM

Council Meeting Date: July 24, 2025

Agenda Item: Ordinance designating certain streets as main trafficways; Resolution authorizing the issuance of general obligation notes or bonds for water system improvements

Subject: General Obligation Bond Authorizations – Street and Water Projects

The City anticipates future capital needs to address street and water system projects throughout the City. The two action items tonight are an initial step to potentially issuing general obligation (GO) notes or bonds to finance certain projects within the City, as further described in the action items.

Importantly, these action items preserve the potential for the City to later reimburse itself with tax-exempt note or bond proceeds for costs incurred with respect to these projects. **These action items do not obligate the City to issue notes or bonds for these projects; such issuances would be subject to future action by the Council.**

Ordinance – Street Improvements. Pursuant to K.S.A. 12-685 *et seq.*, authorizing the issuance of GO notes or bonds for street improvement projects involves a two-step process. The first step is the passage and publication of an ordinance designating the streets as main trafficways. The second step is adopting a resolution authorizing the issuance of GO notes or bonds to finance the improvement of such main trafficways. Upon approval of the Ordinance, it will be published in the newspaper, and a resolution approving GO financing of the streets will be presented at a future Council meeting.

Resolution – Water System Improvements. Pursuant to K.S.A. 65-163d through 65-163u, cities that operate a public water supply system may authorize the issuance of GO notes or bonds to finance improvements to such system by adoption of a resolution. This Resolution authorizes maximum amounts of GO notes or bonds for three future water system improvements anticipated to serve the Dwyer Farms development.

ORDINANCE NO. 2180

AN ORDINANCE DESIGNATING CERTAIN STREETS WITHIN THE CITY OF EDGERTON, KANSAS, AS MAIN TRAFFICWAYS.

WHEREAS, K.S.A. 12-685 *et seq.* (the “Act”) provides that the governing body of any city is authorized and empowered to designate and establish, by ordinance, as a main trafficway, any existing or proposed street, boulevard, avenue or part thereof, within such city, the primary function of which is, or shall be, the movement of through traffic between areas of concentrated activity within the city or between such areas within the city and traffic facilities outside the city performing the function of a major trafficway; and such designation by the governing body shall be final and conclusive; and

WHEREAS, the governing body of the City of Edgerton, Kansas (the “City”), hereby finds and determines that certain streets within the City should be designated and established as main trafficways as provided by and under the authority of the Act.

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

Section 1. Designation. It is hereby authorized, ordered and directed, under the authority of the Act, that the streets hereinafter set forth located within the limits of the City are hereby designated and established as main trafficways:

Street Name
191st Street
W. 8th Street
Braun Street
199th Street

Section 2. Reimbursement. The City plans to make expenditures to finance improvements to the main trafficways listed herein in an amount not to exceed \$25,000,000 and may issue bonds to reimburse such expenditures made on or after the date which is 60 days before the date of this Ordinance, pursuant to Treasury Regulation § 1.150-2.

Section 3. Effective Date. This Ordinance shall take effect and be of force from and after its passage by the governing body of the City, approval by the Mayor and publication of this Ordinance or a summary thereof in the official City newspaper.

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PASSED by the governing body of the City on July 24, 2025 and **APPROVED AND SIGNED** by the Mayor.

(SEAL)

Clay Longanecker, City Council President

ATTEST:

Alex Firth, Interim City Clerk

APPROVED AS TO FORM ONLY:

Gilmore & Bell, P.C.,
Bond Counsel to City

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CITY OF EDGERTON, KANSAS

COUNCIL AGENDA ITEM

Council Meeting Date: July 24, 2025

Agenda Item: Ordinance designating certain streets as main trafficways; Resolution authorizing the issuance of general obligation notes or bonds for water system improvements

Subject: General Obligation Bond Authorizations – Street and Water Projects

The City anticipates future capital needs to address street and water system projects throughout the City. The two action items tonight are an initial step to potentially issuing general obligation (GO) notes or bonds to finance certain projects within the City, as further described in the action items.

Importantly, these action items preserve the potential for the City to later reimburse itself with tax-exempt note or bond proceeds for costs incurred with respect to these projects. **These action items do not obligate the City to issue notes or bonds for these projects; such issuances would be subject to future action by the Council.**

Ordinance – Street Improvements. Pursuant to K.S.A. 12-685 *et seq.*, authorizing the issuance of GO notes or bonds for street improvement projects involves a two-step process. The first step is the passage and publication of an ordinance designating the streets as main trafficways. The second step is adopting a resolution authorizing the issuance of GO notes or bonds to finance the improvement of such main trafficways. Upon approval of the Ordinance, it will be published in the newspaper, and a resolution approving GO financing of the streets will be presented at a future Council meeting.

Resolution – Water System Improvements. Pursuant to K.S.A. 65-163d through 65-163u, cities that operate a public water supply system may authorize the issuance of GO notes or bonds to finance improvements to such system by adoption of a resolution. This Resolution authorizes maximum amounts of GO notes or bonds for three future water system improvements anticipated to serve the Dwyer Farms development.

RESOLUTION NO. 07-24-25A

A RESOLUTION OF THE CITY OF EDGERTON, KANSAS, AUTHORIZING IMPROVEMENTS TO THE CITY PUBLIC WATER SUPPLY SYSTEM AND PROVIDING FOR THE PAYMENT OF THE COSTS THEREOF.

WHEREAS, K.S.A. 65-163d through 65-163u, as amended (the “Act”), authorizes any municipality to acquire, construct, reconstruct, improve, equip, rehabilitate or extend all or any part of a public water supply system and to issue general obligation bonds to pay all or part of any costs thereof; and

WHEREAS, the City of Edgerton, Kansas (the “City”) is a municipality within the terms of the Act and operates a public water supply system, as said term is defined in the Act (the “System”); and

WHEREAS, the governing body of the City hereby finds and determines that it is necessary and advisable to improve the System by providing for the construction and financing of the Project (as defined below) and providing for the payment of the costs thereof by the issuance of general obligation bonds.

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

Section 1. Project Authorization. It is hereby authorized, ordered and directed that the System be improved by constructing the follow improvements (collectively, the “Project”):

<u>Improvement</u>	<u>Description</u>	<u>Amount</u>
Dwyer Farms Waterline Improvements	Design and installation of upgraded waterline along 8th Street and Edgerton Road.	\$620,300
Dwyer Farms Water Connections Phase 1	Design and installation of two connections for Phase 1 of the Dwyer Farms residential development including the installation of waterline to make the connections to the development.	291,500
Dwyer Farms Water Connections Phase 2	Design and installation of one connection for Phase 2 of the Dwyer Farms residential development.	121,500

Section 2. Project Financing. The estimated costs of the Project, including construction, engineering fees, acquisition of right-of-way and easements, contingencies and administrative expenses is \$1,033,300. The costs of the Project shall be payable from the proceeds of general obligation bonds of the City issued under authority of the Act (the “Bonds”) in an amount not to exceed \$1,033,300 plus costs of issuance and interest on any temporary financing.

Section 3. Reimbursement. The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of this Resolution, pursuant to Treasury Regulation §1.150-2.

Section 4. Effective Date. This Resolution shall take effect and be in full force from and after its adoption by the governing body of the City.

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ADOPTED AND APPROVED by the governing body of the City of Edgerton, Kansas, on July 24, 2025.

(Seal)

Clay Longanecker, City Council President

ATTEST:

Alex Firth, City Clerk

APPROVED AS TO FORM ONLY:

Gilmore & Bell, P.C.
Bond Counsel to City

CITY OF EDGERTON, KANSAS

COUNCIL AGENDA ITEM

Council Meeting Date: July 24, 2025

Agenda Item: Resolutions Approving an Assignment of Bond Documents

Subject: ColdPoint Logistics Real Estate Phase 1
ColdPoint Logistics Real Estate Phase 2
ColdPoint Logistics Real Estate Phase 3
ColdPoint Logistics Real Estate Phase 4

The City issued a series of bonds in 2016 to finance the costs of constructing the ColdPoint project at the Logistics Park. In 2017, 2018 and 2019, the City issued three more series of bonds to finance three expansion projects to the ColdPoint project.

In late 2024, Coldpoint Logistics Real Estate, LLC, transferred the project and assigned its rights and interests in the bonds and related documents to Coldpoint Bidco, LLC (which has since been renamed Lineage CP, LLC).

Lineage CP, LLC now desires to undergo a merger, with the resulting entity being Lineage Logistics MTC, LLC, a Maryland limited liability company.

There is a separate resolution approving the assignment for each series of bonds. Each resolution approves the Assignment and Assumption of IRB Documents and a related Estoppel Certificate. The assignment document transfers all of Lineage CP, LLC's interest in the bonds and bond documents for each project to the entity resulting from the merger.

The assignment documents and Estoppel Certificates are in substantially the form of the same documents used to accomplish the assignments from late 2024. Samples of each are on file with the City Clerk.

The bond documents require that the City consent to any assignment. Accordingly, each assignment has a consent page for the acting Mayor to sign acknowledging the City's consent to the assignment.

The assignment does not alter the amount or term of tax abatement for each phase of the project.

RESOLUTION NO. 07-24-25B

A RESOLUTION CONSENTING TO THE ASSIGNMENT OF A BASE LEASE, LEASE AGREEMENT AND OTHER BOND DOCUMENTS IN CONNECTION WITH THE CITY'S INDUSTRIAL REVENUE BONDS (COLDPOINT LOGISTICS REAL ESTATE, LLC), SERIES 2016, AND AUTHORIZING EXECUTION OF RELATED DOCUMENTS

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

WHEREAS, the City issued its Industrial Revenue Bonds (Coldpoint Logistics Real Estate, LLC Project), Series 2016 (the "Bonds"), in the aggregate maximum principal amount of \$36,100,000, pursuant to a Trust Indenture dated as of December 1, 2016 (as may be supplemented and amended, the "Indenture"), between the City and BOKF, N.A., as successor trustee (the "Trustee"), for the purpose of acquiring, purchasing, improving, equipping and constructing a commercial project described therein (the "Project"); and

WHEREAS, the Project was leased by Coldpoint Logistics Real Estate, LLC, a Kansas limited liability company ("Coldpoint"), to the City pursuant to a Base Lease Agreement dated as of December 1, 2016, as supplemented and amended by a First Supplemental Base Lease Agreement dated as of June 1, 2018 (together, the "Base Lease"), between Coldpoint and the City, and the Project was subleased by the City to Coldpoint pursuant to a Lease Agreement dated as of December 1, 2016, as supplemented and amended by a First Supplemental Lease Agreement dated as of June 1, 2018 (together, the "Lease Agreement"), between the City and Coldpoint; and

WHEREAS, pursuant to an Assignment and Assumption of IRB Documents dated November 1, 2024, Coldpoint, with the consent of the City, assigned its interest in the Base Lease, Lease Agreement, Indenture, the Performance Agreement dated as of December 1, 2016, as modified by a First Amendment to Performance Agreement dated as of June 1, 2018 (together, the "Performance Agreement"), between the City and Coldpoint, the Origination Fee Agreement dated as of December 1, 2016 (the "Origination Fee Agreement"), between the City and Coldpoint, the Bond Purchase Agreement dated December 1, 2016 (the "Bond Purchase Agreement"), among the City and Coldpoint, as purchaser and as the company, and all other documents executed in connection with the Bonds that are included in the transcript of proceedings for the Bonds (collectively, the "Other Bond Documents"), to Lineage CP, LLC (fka ColdPoint BidCo, LLC), a Delaware limited liability company (the "Assignor"); and

WHEREAS, Assignor is requesting the City's consent to the assignment of Assignor's interest under the Base Lease, Lease Agreement, Indenture, the Performance Agreement, the Origination Fee Agreement, the Bond Purchase Agreement, and the Other Bond Documents to Lineage Logistics MTC, LLC, a Maryland limited liability company (the "Assignee"); and

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

WHEREAS, the City desires to consent to the assignment of Assignor's interest under the Base Lease, Lease Agreement, Indenture, Performance Agreement, Origination Fee Agreement, the Bond

Purchase Agreement and the Other Bond Documents to the Assignee and approve execution of any necessary and related documents.

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

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

Section 2. Authorization and Execution of Consent to Assignment. The Governing Body hereby approves of the form of the Assignment and Assumption of IRB Documents (the "Assignment") in substantially the form attached to the item summary presented to and reviewed by the Governing Body of the City at this meeting (a copy of which document, upon execution thereof, shall be filed in the office of the City Clerk). The Mayor of the City is hereby authorized and directed to execute and deliver the consent to the Assignment for and on behalf of and as the act and deed of the City, in substantially the form presented to and reviewed by the Governing Body of the City. The City Clerk of the City is hereby authorized and directed to attest to and affix the seal of the City, if required, to the Assignment.

Section 3. Authorization and Execution of Estoppel. The Governing Body hereby approves of the form of the Estoppel Certificate (the "Estoppel") in substantially the form attached to the item summary presented to and reviewed by the Governing Body of the City at this meeting (a copy of which document, upon execution thereof, shall be filed in the office of the City Clerk). The Mayor of the City is hereby authorized and directed to execute and deliver the Estoppel for and on behalf of and as the act and deed of the City, in substantially the form presented to and reviewed by the Governing Body of the City. The City Clerk of the City is hereby authorized and directed to attest to and affix the seal of the City, if required, to the Estoppel.

Section 4. Further Authority. The Mayor is hereby authorized and directed to execute and deliver such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution (copies of said documents shall be filed in the records of the City) for and on behalf of and as the act and deed of the City. The City Clerk is hereby authorized and directed to attest to and affix the seal of the City to such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution.

Section 5. 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 24th day of July, 2025.

CITY OF EDGERTON, KANSAS

[SEAL]

By: _____
Clay Longanecker, City Council President

ATTEST:

Alex Firth, Interim City Clerk

Approved as to form:

Gilmore & Bell, P.C., Bond Counsel to City

Assignment Resolution
Coldpoint 1

CITY OF EDGERTON, KANSAS

COUNCIL AGENDA ITEM

Council Meeting Date: July 24, 2025

Agenda Item: Resolutions Approving an Assignment of Bond Documents

Subject: ColdPoint Logistics Real Estate Phase 1
ColdPoint Logistics Real Estate Phase 2
ColdPoint Logistics Real Estate Phase 3
ColdPoint Logistics Real Estate Phase 4

The City issued a series of bonds in 2016 to finance the costs of constructing the ColdPoint project at the Logistics Park. In 2017, 2018 and 2019, the City issued three more series of bonds to finance three expansion projects to the ColdPoint project.

In late 2024, Coldpoint Logistics Real Estate, LLC, transferred the project and assigned its rights and interests in the bonds and related documents to Coldpoint Bidco, LLC (which has since been renamed Lineage CP, LLC).

Lineage CP, LLC now desires to undergo a merger, with the resulting entity being Lineage Logistics MTC, LLC, a Maryland limited liability company.

There is a separate resolution approving the assignment for each series of bonds. Each resolution approves the Assignment and Assumption of IRB Documents and a related Estoppel Certificate. The assignment document transfers all of Lineage CP, LLC's interest in the bonds and bond documents for each project to the entity resulting from the merger.

The assignment documents and Estoppel Certificates are in substantially the form of the same documents used to accomplish the assignments from late 2024. Samples of each are on file with the City Clerk.

The bond documents require that the City consent to any assignment. Accordingly, each assignment has a consent page for the acting Mayor to sign acknowledging the City's consent to the assignment.

The assignment does not alter the amount or term of tax abatement for each phase of the project.

RESOLUTION NO. 07-24-25C

A RESOLUTION CONSENTING TO THE ASSIGNMENT OF A BASE LEASE, LEASE AGREEMENT AND OTHER BOND DOCUMENTS IN CONNECTION WITH THE CITY'S INDUSTRIAL REVENUE BONDS (COLDPOINT LOGISTICS REAL ESTATE, LLC FIRST EXPANSION PROJECT), SERIES 2017, AND AUTHORIZING EXECUTION OF RELATED DOCUMENTS

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

WHEREAS, the City issued its Industrial Revenue Bonds (Coldpoint Logistics Real Estate, LLC Project), Series 2017 (the "Bonds"), in the aggregate maximum principal amount of \$23,800,000, pursuant to a Trust Indenture dated as of October 1, 2017 (as may be supplemented and amended, the "Indenture"), between the City and BOKF, N.A., as trustee (the "Trustee"), for the purpose of acquiring, purchasing, improving, equipping and constructing a commercial project described therein (the "Project"); and

WHEREAS, the Project was leased by Coldpoint Logistics Real Estate, LLC, a Kansas limited liability company ("Coldpoint"), to the City pursuant to a Base Lease Agreement dated as of October 1, 2017, as supplemented and amended by a First Supplemental Base Lease Agreement dated as of June 1, 2018 (together, the "Base Lease"), between Coldpoint and the City, and the Project was subleased by the City to Coldpoint pursuant to a Lease Agreement dated as of October 1, 2017, as supplemented and amended by a First Supplemental Lease Agreement dated as of June 1, 2018 (together, the "Lease Agreement"), between the City and Coldpoint; and

WHEREAS, pursuant to an Assignment and Assumption of IRB Documents dated November 1, 2024, Coldpoint, with the consent of the City, assigned its interest in the Base Lease, Lease Agreement, Indenture, the Performance Agreement dated as of October 1, 2017, as modified by a First Amendment to Performance Agreement dated as of June 1, 2018 (together, the "Performance Agreement"), between the City and Coldpoint, the Origination Fee Agreement dated as of October 1, 2017 (the "Origination Fee Agreement"), between the City and Coldpoint, the Bond Purchase Agreement dated October 20, 2017 (the "Bond Purchase Agreement"), among the City and Coldpoint, as purchaser and as the company, and all other documents executed in connection with the Bonds that are included in the transcript of proceedings for the Bonds (collectively, the "Other Bond Documents"), to Lineage CP, LLC (fka ColdPoint BidCo, LLC), a Delaware limited liability company (the "Assignor"); and

WHEREAS, Assignor is requesting the City's consent to the assignment of Assignor's interest under the Base Lease, Lease Agreement, Indenture, the Performance Agreement, the Origination Fee Agreement, the Bond Purchase Agreement, and the Other Bond Documents to Lineage Logistics MTC, LLC, a Maryland limited liability company (the "Assignee"); and

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

WHEREAS, the City desires to consent to the assignment of Assignor's interest under the Base Lease, Lease Agreement, Indenture, Performance Agreement, Origination Fee Agreement, the Bond Purchase Agreement and the Other Bond Documents to the Assignee and approve execution of any necessary and related documents.

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

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

Section 2. Authorization and Execution of Consent to Assignment. The Governing Body hereby approves of the form of the Assignment and Assumption of IRB Documents (the "Assignment") in substantially the form attached to the item summary presented to and reviewed by the Governing Body of the City at this meeting (a copy of which document, upon execution thereof, shall be filed in the office of the City Clerk). The Mayor of the City is hereby authorized and directed to execute and deliver the consent to the Assignment for and on behalf of and as the act and deed of the City, in substantially the form presented to and reviewed by the Governing Body of the City. The City Clerk of the City is hereby authorized and directed to attest to and affix the seal of the City, if required, to the Assignment.

Section 3. Authorization and Execution of Estoppel. The Governing Body hereby approves of the form of the Estoppel Certificate (the "Estoppel") in substantially the form attached to the item summary presented to and reviewed by the Governing Body of the City at this meeting (a copy of which document, upon execution thereof, shall be filed in the office of the City Clerk). The Mayor of the City is hereby authorized and directed to execute and deliver the Estoppel for and on behalf of and as the act and deed of the City, in substantially the form presented to and reviewed by the Governing Body of the City. The City Clerk of the City is hereby authorized and directed to attest to and affix the seal of the City, if required, to the Estoppel.

Section 4. Further Authority. The Mayor is hereby authorized and directed to execute and deliver such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution (copies of said documents shall be filed in the records of the City) for and on behalf of and as the act and deed of the City. The City Clerk is hereby authorized and directed to attest to and affix the seal of the City to such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution.

Section 5. 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 24th day of July, 2025.

CITY OF EDGERTON, KANSAS

[SEAL]

By: _____
Clay Longanecker, City Council President

ATTEST:

Alex Firth, Interim City Clerk

Approved as to form:

Gilmore & Bell, P.C., Bond Counsel to City

Assignment Resolution
Coldpoint 2

CITY OF EDGERTON, KANSAS

COUNCIL AGENDA ITEM

Council Meeting Date: July 24, 2025

Agenda Item: Resolutions Approving an Assignment of Bond Documents

Subject: ColdPoint Logistics Real Estate Phase 1
ColdPoint Logistics Real Estate Phase 2
ColdPoint Logistics Real Estate Phase 3
ColdPoint Logistics Real Estate Phase 4

The City issued a series of bonds in 2016 to finance the costs of constructing the ColdPoint project at the Logistics Park. In 2017, 2018 and 2019, the City issued three more series of bonds to finance three expansion projects to the ColdPoint project.

In late 2024, Coldpoint Logistics Real Estate, LLC, transferred the project and assigned its rights and interests in the bonds and related documents to Coldpoint Bidco, LLC (which has since been renamed Lineage CP, LLC).

Lineage CP, LLC now desires to undergo a merger, with the resulting entity being Lineage Logistics MTC, LLC, a Maryland limited liability company.

There is a separate resolution approving the assignment for each series of bonds. Each resolution approves the Assignment and Assumption of IRB Documents and a related Estoppel Certificate. The assignment document transfers all of Lineage CP, LLC's interest in the bonds and bond documents for each project to the entity resulting from the merger.

The assignment documents and Estoppel Certificates are in substantially the form of the same documents used to accomplish the assignments from late 2024. Samples of each are on file with the City Clerk.

The bond documents require that the City consent to any assignment. Accordingly, each assignment has a consent page for the acting Mayor to sign acknowledging the City's consent to the assignment.

The assignment does not alter the amount or term of tax abatement for each phase of the project.

RESOLUTION NO. 07-24-25D

A RESOLUTION CONSENTING TO THE ASSIGNMENT OF A BASE LEASE, LEASE AGREEMENT AND OTHER BOND DOCUMENTS IN CONNECTION WITH THE CITY'S INDUSTRIAL REVENUE BONDS (COLDPOINT LOGISTICS REAL ESTATE, LLC SECOND EXPANSION PROJECT), SERIES 2018, AND AUTHORIZING EXECUTION OF RELATED DOCUMENTS

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

WHEREAS, the City issued its Industrial Revenue Bonds (Coldpoint Logistics Real Estate, LLC Second Expansion Project), Series 2018 (the "Bonds"), in the aggregate maximum principal amount of \$28,000,000, pursuant to a Trust Indenture dated as of May 1, 2018 (the "Indenture"), between the City and BOKF, N.A., as trustee (the "Trustee"), for the purpose of acquiring, purchasing, improving, equipping and constructing a commercial project described therein (the "Project"); and

WHEREAS, the Project was leased by Coldpoint Logistics Real Estate, LLC, a Kansas limited liability company ("Coldpoint"), to the City pursuant to a Base Lease Agreement dated as of May 1, 2018, (the "Base Lease"), between Coldpoint and the City, and the Project was subleased by the City to Coldpoint pursuant to a Lease Agreement dated as of May 1, 2018, (the "Lease Agreement"), between the City and Coldpoint; and

WHEREAS, pursuant to an Assignment and Assumption of IRB Documents dated November 1, 2024, Coldpoint, with the consent of the City, assigned its interest in the Base Lease, Lease Agreement, Indenture, the Performance Agreement dated as of May 1, 2018 (the "Performance Agreement"), between the City and Coldpoint, the Origination Fee Agreement dated as of May 1, 2018 (the "Origination Fee Agreement"), between the City and Coldpoint, the Bond Purchase Agreement dated May 29, 2018 (the "Bond Purchase Agreement"), among the City and Coldpoint, as purchaser and as the company, and all other documents executed in connection with the Bonds that are included in the transcript of proceedings for the Bonds (collectively, the "Other Bond Documents"), to Lineage CP, LLC (fka ColdPoint BidCo, LLC), a Delaware limited liability company (the "Assignor"); and

WHEREAS, Assignor is requesting the City's consent to the assignment of Assignor's interest under the Base Lease, Lease Agreement, Indenture, the Performance Agreement, the Origination Fee Agreement, the Bond Purchase Agreement, and the Other Bond Documents to Lineage Logistics MTC, LLC, a Maryland limited liability company (the "Assignee"); and

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

WHEREAS, the City desires to consent to the assignment of Assignor's interest under the Base Lease, Lease Agreement, Indenture, Performance Agreement, Origination Fee Agreement, the Bond Purchase Agreement and the Other Bond Documents to the Assignee and approve execution of any necessary and related documents.

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

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

Section 2. Authorization and Execution of Consent to Assignment. The Governing Body hereby approves of the form of the Assignment and Assumption of IRB Documents (the "Assignment") in substantially the form attached to the item summary presented to and reviewed by the Governing Body of the City at this meeting (a copy of which document, upon execution thereof, shall be filed in the office of the City Clerk). The Mayor of the City is hereby authorized and directed to execute and deliver the consent to the Assignment for and on behalf of and as the act and deed of the City, in substantially the form presented to and reviewed by the Governing Body of the City. The City Clerk of the City is hereby authorized and directed to attest to and affix the seal of the City, if required, to the Assignment.

Section 3. Authorization and Execution of Estoppel. The Governing Body hereby approves of the form of the Estoppel Certificate (the "Estoppel") in substantially the form attached to the item summary presented to and reviewed by the Governing Body of the City at this meeting (a copy of which document, upon execution thereof, shall be filed in the office of the City Clerk). The Mayor of the City is hereby authorized and directed to execute and deliver the Estoppel for and on behalf of and as the act and deed of the City, in substantially the form presented to and reviewed by the Governing Body of the City. The City Clerk of the City is hereby authorized and directed to attest to and affix the seal of the City, if required, to the Estoppel.

Section 4. Further Authority. The Mayor is hereby authorized and directed to execute and deliver such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution (copies of said documents shall be filed in the records of the City) for and on behalf of and as the act and deed of the City. The City Clerk is hereby authorized and directed to attest to and affix the seal of the City to such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution.

Section 5. 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 24th day of July, 2025.

CITY OF EDGERTON, KANSAS

[SEAL]

By: _____
Clay Longanecker, City Council President

ATTEST:

Alex Firth, Interim City Clerk

Approved as to form:

Gilmore & Bell, P.C., Bond Counsel to City

Assignment Resolution
Coldpoint 3

CITY OF EDGERTON, KANSAS

COUNCIL AGENDA ITEM

Council Meeting Date: July 24, 2025

Agenda Item: Resolutions Approving an Assignment of Bond Documents

Subject: ColdPoint Logistics Real Estate Phase 1
ColdPoint Logistics Real Estate Phase 2
ColdPoint Logistics Real Estate Phase 3
ColdPoint Logistics Real Estate Phase 4

The City issued a series of bonds in 2016 to finance the costs of constructing the ColdPoint project at the Logistics Park. In 2017, 2018 and 2019, the City issued three more series of bonds to finance three expansion projects to the ColdPoint project.

In late 2024, Coldpoint Logistics Real Estate, LLC, transferred the project and assigned its rights and interests in the bonds and related documents to Coldpoint Bidco, LLC (which has since been renamed Lineage CP, LLC).

Lineage CP, LLC now desires to undergo a merger, with the resulting entity being Lineage Logistics MTC, LLC, a Maryland limited liability company.

There is a separate resolution approving the assignment for each series of bonds. Each resolution approves the Assignment and Assumption of IRB Documents and a related Estoppel Certificate. The assignment document transfers all of Lineage CP, LLC's interest in the bonds and bond documents for each project to the entity resulting from the merger.

The assignment documents and Estoppel Certificates are in substantially the form of the same documents used to accomplish the assignments from late 2024. Samples of each are on file with the City Clerk.

The bond documents require that the City consent to any assignment. Accordingly, each assignment has a consent page for the acting Mayor to sign acknowledging the City's consent to the assignment.

The assignment does not alter the amount or term of tax abatement for each phase of the project.

RESOLUTION NO. 07-24-25E

A RESOLUTION CONSENTING TO THE ASSIGNMENT OF A BASE LEASE, LEASE AGREEMENT AND OTHER BOND DOCUMENTS IN CONNECTION WITH THE CITY'S INDUSTRIAL REVENUE BONDS (COLDPOINT LOGISTICS REAL ESTATE, LLC THIRD EXPANSION PROJECT), SERIES 2019, AND AUTHORIZING EXECUTION OF RELATED DOCUMENTS

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

WHEREAS, the City issued its Industrial Revenue Bonds (Coldpoint Logistics Real Estate, LLC Third Expansion Project), Series 2019 (the "Bonds"), in the aggregate maximum principal amount of \$26,000,000, pursuant to a Trust Indenture dated as of September 1, 2019 (as may be supplemented and amended, the "Indenture"), between the City and BOKF, N.A., as trustee (the "Trustee"), for the purpose of acquiring, purchasing, improving, equipping and constructing a commercial project described therein (the "Project"); and

WHEREAS, the Project was leased by Coldpoint Logistics Real Estate, LLC, a Kansas limited liability company ("Coldpoint"), to the City pursuant to a Base Lease Agreement dated as of September 1, 2019 (the "Base Lease"), between Coldpoint and the City, and the Project was subleased by the City to Coldpoint pursuant to a Lease Agreement dated as of September 1, 2019 (the "Lease Agreement"), between the City and Coldpoint; and

WHEREAS, pursuant to an Assignment and Assumption of IRB Documents dated November 1, 2024, Coldpoint, with the consent of the City, assigned its interest in the Base Lease, Lease Agreement, Indenture, the Performance Agreement dated as of September 1, 2019 (the "Performance Agreement"), between the City and Coldpoint, the Origination Fee Agreement dated as of September 1, 2019 (the "Origination Fee Agreement"), between the City and Coldpoint, the Bond Purchase Agreement dated September 23, 2019 (the "Bond Purchase Agreement"), among the City and Coldpoint, as purchaser and as the company, and all other documents executed in connection with the Bonds that are included in the transcript of proceedings for the Bonds (collectively, the "Other Bond Documents"), to Lineage CP, LLC (fka ColdPoint BidCo, LLC), a Delaware limited liability company (the "Assignor"); and

WHEREAS, Assignor is requesting the City's consent to the assignment of Assignor's interest under the Base Lease, Lease Agreement, Indenture, the Performance Agreement, the Origination Fee Agreement, the Bond Purchase Agreement, and the Other Bond Documents to Lineage Logistics MTC, LLC, a Maryland limited liability company (the "Assignee"); and

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

WHEREAS, the City desires to consent to the assignment of Assignor's interest under the Base Lease, Lease Agreement, Indenture, Performance Agreement, Origination Fee Agreement, the Bond Purchase Agreement and the Other Bond Documents to the Assignee and approve execution of any necessary and related documents.

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

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

Section 2. Authorization and Execution of Consent to Assignment. The Governing Body hereby approves of the form of the Assignment and Assumption of IRB Documents (the "Assignment") in substantially the form attached to the item summary presented to and reviewed by the Governing Body of the City at this meeting (a copy of which document, upon execution thereof, shall be filed in the office of the City Clerk). The Mayor of the City is hereby authorized and directed to execute and deliver the consent to the Assignment for and on behalf of and as the act and deed of the City, in substantially the form presented to and reviewed by the Governing Body of the City. The City Clerk of the City is hereby authorized and directed to attest to and affix the seal of the City, if required, to the Assignment.

Section 3. Authorization and Execution of Estoppel. The Governing Body hereby approves of the form of the Estoppel Certificate (the "Estoppel") in substantially the form attached to the item summary presented to and reviewed by the Governing Body of the City at this meeting (a copy of which document, upon execution thereof, shall be filed in the office of the City Clerk). The Mayor of the City is hereby authorized and directed to execute and deliver the Estoppel for and on behalf of and as the act and deed of the City, in substantially the form presented to and reviewed by the Governing Body of the City. The City Clerk of the City is hereby authorized and directed to attest to and affix the seal of the City, if required, to the Estoppel.

Section 4. Further Authority. The Mayor is hereby authorized and directed to execute and deliver such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution (copies of said documents shall be filed in the records of the City) for and on behalf of and as the act and deed of the City. The City Clerk is hereby authorized and directed to attest to and affix the seal of the City to such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution.

Section 5. 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 24th day of July, 2025.

CITY OF EDGERTON, KANSAS

[SEAL]

By: _____
Clay Longanecker, City Council President

ATTEST:

Alex Firth, Interim City Clerk

Approved as to form:

Gilmore & Bell, P.C., Bond Counsel to City

Assignment Resolution
Coldpoint 4

City Council Action Item

Council Meeting Date: July 24, 2025

Department: Community Development

Agenda Item: Consider Application PUD2025-0002, Final PUD Plan/Plat for Dwyer Farms, Phase 3, located southwest of the intersection of Braun Street/207th Street and W. 8th Street/Edgerton Road, Edgerton, Kansas.

Background/Description of Item:

Rausch Coleman Homes submitted Application PUD2025-0002, for a Final PUD Plan/Plat of Dwyer Farms, Phase 3 at the southwest corner of Braun Street/ 207th Street and 8th Street/Edgerton Road. This proposal is the third phase of a phased development of single-family homes that will include 279 residences when completed. This phase includes 81 single-family residential lots and two (2) common tracts on 20.92± acres, equating to a net density of 3.82 units per acre. The common tracts will all be owned and maintained by the Homeowner's Association and will be used as open space.

Included with this Final PUD Plan/Plat application is the request to accept the dedication of land for public use for Utility Easements (U/E), Drainage Easements (D/E) and public street right-of-way for streets on the interior of the Dwyer Farms development, which connect to previous phases of development. This phase includes a street stub along the southern property line for Rushmore Street, that will connect to future development of the property to the south.

The subject 20.92± acre parcel of land was annexed into the City of Edgerton in April 2022, and was subsequently rezoned to the PUD District (ZA2022-01) in August 2022 along with phases 1 and 2. The Conceptual PUD Plan for 275 lots was approved by the Governing Body in August 2022 with Ordinance 2114 and a revised Conceptual PUD Plan/Plat was approved by the Governing Body in May 2025 with Ordinance 2179 (attached). The revised Conceptual PUD Plan/Plat added four (4) additional lots to the subdivision, bringing the total to 279 lots. This Final PUD Plan/Plat is consistent with the previously approved revised Conceptual PUD (PUD2025-0001).

The Planning Commission voted to recommend approval of PUD2025-0002, the Final PUD Plan/Plat for Dwyer Farms, Phase 3 at their July 8, 2025 meeting, with stipulations included in the staff report.

City staff has reviewed the Final PUD Plan/Plat submittal for conformance with the approved Conceptual PUD Plan and requirements in Articles 6 and 13 of the Edgerton UDC. The applicant's engineer will update the Final Plat as required by stipulations listed in the staff report prior to

the Final Plat being recorded with the County. 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. 12-741, K.S.A 12-749, K.S.A. 12-752.

Funding Source: N/A

Budget Allocated: N/A

Finance Director Approval: N/A

Recommendation: Approve with stipulations recommended by the Planning Commission Application PUD2025-0002 for Final PUD Plan/Plat for Dwyer Farms, Phase 3, located southwest of the intersection of Braun/207th Street and 8th Street/Edgerton Road, Edgerton, Kansas.

Enclosed:

- Ordinance 2179, approving PUD2025-0001
- PUD2025-0002 Planning Commission Packet from July 8, 2024 Meeting
- Excerpt of July 8, 2025 Planning Commission Meeting Draft Minutes – PUD2025-0002 portion only.

Prepared by: Zachary Moore, Development Services Director

ORDINANCE NO. 2179

AN ORDINANCE ADOPTING THE RECOMMENDATION OF THE CITY OF EDGERTON PLANNING COMMISSION TO APPROVE THE PLANNED UNIT DEVELOPMENT (PUD) CONCEPTUAL PLAN FOR 80.4 ACRES LOCATED AT THE SOUTHWEST CORNER OF 207TH STREET/BRAUN STREET AND 8TH STREET/EDGERTON ROAD.

WHEREAS, the purpose of the Planned Unit Development regulations of the Edgerton Unified Development Code is to encourage and allow more creative and imaginative design of land developments than is possible under district zoning regulations; and

WHEREAS, pursuant to those regulations, an applicant is required to submit a request for approval of a Conceptual Plan to the Zoning Administrator, which is in turn submitted to the Planning Commissioner for public hearing, review and recommendation; and

WHEREAS, the Zoning Administrator and the Planning Commission of the City of Edgerton, Kansas received a request for approval of a Revised Conceptual PUD Plan/Plat from Lee Ryherd, applicant representative for the owners, Kansas LD, LLC, for a parcel of land totaling approximately 80.4 acres, generally located at the southwest corner of 207th Street/Braun Street and 8th Street/Edgerton Road in Edgerton, Kansas along with the required Planned Unit Development fees; and

WHEREAS, a public hearing was noticed and held in front of the Planning Commission on April 8, 2025, as required by the Unified Development Code; and

WHEREAS, following such hearing the Planning Commission recommended that the Conceptual Plan be approved subject to certain conditions; and

WHEREAS, the Edgerton City Council wishes to take action on that recommendation.

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

Section 1. That the Revised Conceptual Plan for Planned Unit Development for the following legally described property generally located at the southwest corner of 207th Street/Braun Street and 8th Street/Edgerton Road, in Edgerton, Kansas is hereby approved, subject to the conditions below:

The North Half of the Northeast Quarter of Section 13, Township 15 South, Range 21 East of the 6th PM, Johnson County, Kansas.

Section 2. The above approval for the Revised Conceptual Plan/Plat for Planned Unit Development is expressly conditioned on the following:

- 1) The approval requirements of Ordinance 2114, including but not limited to the building design standards, landscaping, CCRs, etc. are still applicable under this proposal and ordinance.
- 2) Prior to issuance of a building permit for Phase III of the Conceptual PUD

Plan/Plat, a Final Plan/Plat must be approved by the Governing Body following review by the Planning Commission, and the plat must be recorded with Johnson County.

Section 3. That City Staff is hereby directed to reflect said approval on the City's Official Zoning map and other City records.

Section 4. This ordinance shall take effect from and after its publication once in the official City newspaper.

ADOPTED BY THE GOVERNING BODY AND APPROVED BY THE MAYOR OF THE CITY OF EDGERTON, KANSAS ON THE 8th DAY OF MAY, 2025.

CITY OF EDGERTON, KANSAS

By: 
DONALD ROBERTS, Mayor

ATTEST:


ALEX FIRTH, Interim City Clerk

APPROVED AS TO FORM:


TODD A. LUCKMAN, for
Stumbo Hanson, LLP-City Attorneys

DWYER FARMS, PHASE III

Application PUD2025-0002

Southwest Corner of Braun Street/207th Street and 8th Street/Edgerton Road

QUICK FACTS

PROJECT SUMMARY AND REQUESTED APPROVALS

The Applicant requests approval of a Final Planned Unit Development Plan/Plat for single-family residential development.

Owner and Applicant

Kyle Jones, Agent of
Kansas LD, LLC

Existing Zoning and Land Use

Currently zoned PUD
(Planned Unit
Development) with no
current development on
the subject property.

Parcel Size

20.92± acres

Staff Report Prepared by

Chris Clinton



BACKGROUND

1. Proposal

The Applicant, Kansas LD, LLC, a subsidiary of Lennar, has submitted a Final PUD Plan and Plat for a 20.92-acre parcel of land at the southwest corner of 8th Street/Edgerton Road and Braun Street/207th Street. This is the third phase of the subdivision of Dwyer Farms, which overall will consist of 279 single-family homes. Article VI of the Unified Development Code (UDC), Section 6.2, requires that the Planning Commission review the Final Development Plan and Plat prior to the Governing Body's review and consideration. This application does not require a public hearing.

2. Subject Site

The subject property was annexed into the City of Edgerton on April 14, 2022 and was later zoned to the PUD (Planned Unit Development) District on August 11, 2022 under the terms and conditions of Ordinance 2113. Also on August 11, 2022, the Governing Body of Edgerton approved the Conceptual Plan for the Dwyer Farms Planned Unit Development (PUD2022-01). Phases I and II of the subdivision had Final Plan/Plats approved under PUD2022-01 by the Planning Commission on June 13, 2023 and July 9, 2024, respectively. Earlier this year, the Planning Commission held a public hearing regarding the Revised Conceptual Plan (PUD2025-0001) for the Dwyer Farms Planned Unit Development, which was later approved by the Governing Body, which this Final PUD Plan/Plat is consistent with. This proposal is the third development proposal on the subject property that the City has received and is consistent with the revised Conceptual PUD, which was approved by the City Council on May 8, 2025.

3. Lots and Tracts

The applicant is proposing 81 single-family residential lots and two (2) common tracts. The lots in this phase will range from 6,000 square feet to 14,954 square feet, with an average lot size of 7,490 square feet. The proposed tracts, Tract A and Tract B, will be used for open space and will be maintained by the Homeowners' Association (HOA).

PUD REVIEW

1. Standards for Planned Unit Developments

Section 6.1.C of the Unified Development Code (UDC) sets requirements for all Planned Unit Developments (PUD). City staff reviewed the application in accordance with the requirements of the UDC.

- a. **Comprehensive Plan:** The UDC requires the proposed development to conform with the objectives of the Comprehensive Plan of Edgerton. The proposal of an 80-lot phase of a subdivision directly aligns with the Future Land Use Map designation of the property as 'Low-to-Medium Density Residential.' The proposal also aligns with many goals, policies, and action items in the Comprehensive Plan. Those goals, policies, and action items include, but are not limited to:
 - a. **Goal 2.4:** *"Coordinate land use planning with transportation and other public investments."*
 - i. Policy 2.4.1: *"Limit the use of cul-de-sacs and dead-end streets to promote connectivity when approving new development."*
 - ii. Policy 2.4.2: *"Promote new development to include collector streets to help with circulation within and into the site."*
 - b. **Goal 4.1:** *"Increase housing diversity in Edgerton."*
 - c. **Goal 4.2:** *"Promote best practices for all proposed residential development."*

- i. Policy 4.2.1: "Promote organic growth and limit leapfrog development."
- ii. Policy 4.2.2: "Limit cul-de-sacs to allow for greater thru connection in the roadway network."
- iii. Policy 4.2.3: "Plan for appropriate infrastructure to support development."

Figure 1 Future Land Use Map

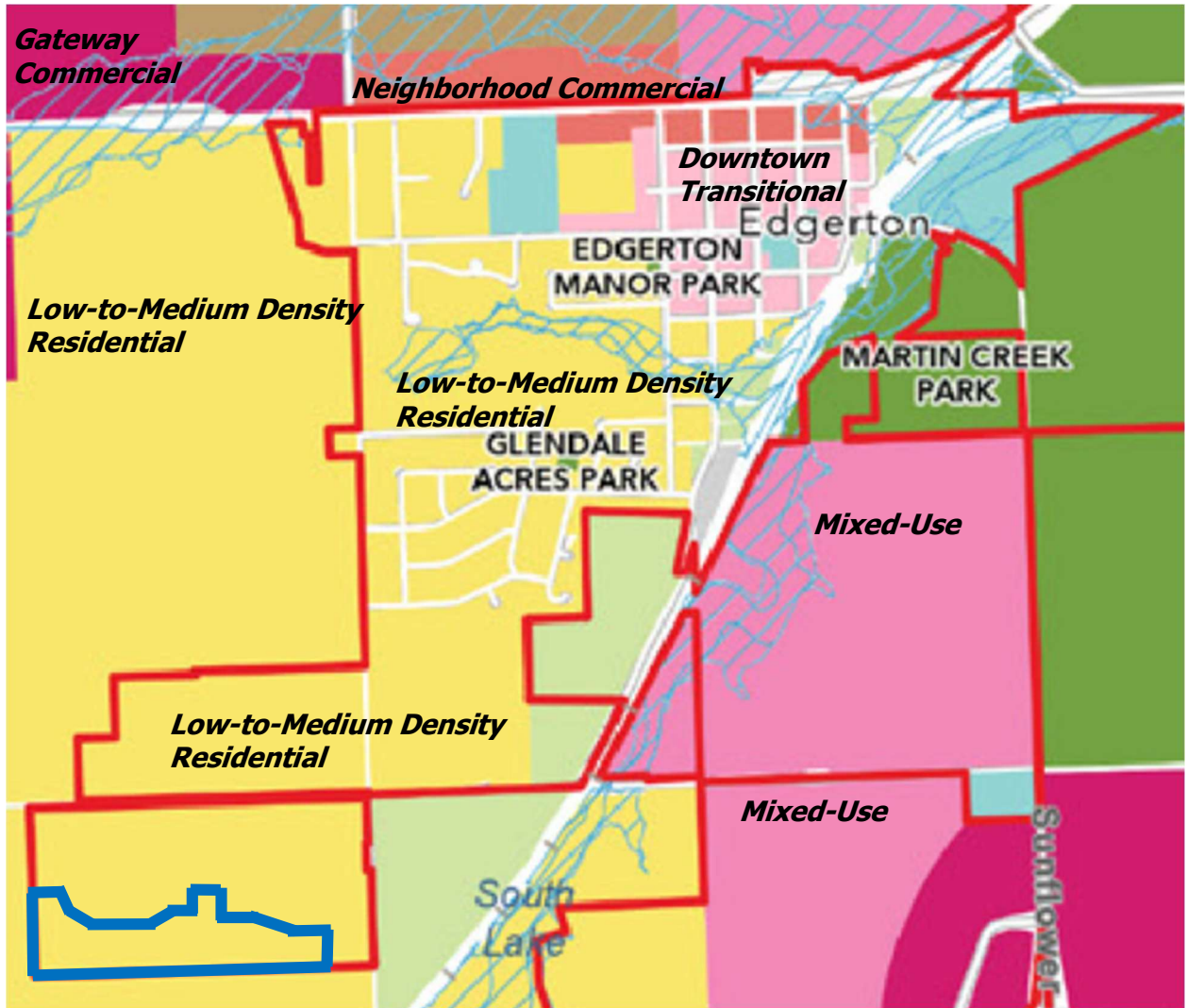


Figure 1 – Subject Property Outlined in Blue

- b. **Compatibility:** The proposed use of single-family homes and associated open space is compatible with the surrounding development, as is required by the UDC, and will not have a detrimental influence on the surrounding properties.
- c. **Net Density:** Table 1 below shows the net density of the Revised Conceptual PUD (PUD2025-0001) as approved by the Governing Body and how it relates to each Phase of the Dwyer Farms development. The density of Phase III of Dwyer Farms, measured in dwelling units per acre (du/ac), is higher than the approved Revised Conceptual Plan, however, it is not as high as Phase II and is higher than Phase I. This is the final phase

of the development and will bring the overall development within compliance with the approved Conceptual Plan PUD2025-0001.

Table 1

Conceptual PUD (PUD2025-0001)	Phase I (PUD2023-01)	Phase II (PUD2024-0101)	Phases III (Proposed)
3.47 du/ac	2.61 du/ac	4.41 du/ac	3.82 du/ac

- d. **Site Ownership:** The UDC requires the site be under single ownership or unified control. The subject 20.92± acres of land is under one common ownership.
- e. **Space Between Buildings:** A reduction in the minimum separation between single-family detached dwelling units from 16 feet to 10 feet was approved with the Conceptual PUD Plan (PUD2022-01), with the stipulation that fire-rated materials be used during construction. Those requirements were not changed when the Revised Conceptual Plan was adopted. The applicant has not changed this request and a stipulation requiring fire-rated construction materials has been added as a stipulation to staff’s recommendation.
- f. **Yards:** The following lot sizes and setbacks were approved in PUD Conceptual Plan PUD2022-01 and remain unchanged with the adoption of the Revised Conceptual Plan PUD2025-0001. The lot sizes will apply as the minimum district standards for development subject to Ordinance Number 2179:

DIMENSION	PUD2022-01/PUD2025-0001
Interior Lot Width	50 feet
Front Yard Setback	28 feet
Rear Yard Setback	20 feet
Side Yard Setback	5 feet
Corner Yard Setback	15 feet

The development proposal will use the same proposed lot widths and setbacks that the applicant requested and was approved with the Conceptual Plan (PUD2022-01) and Revised Conceptual Plan (PUD2025-0001). As stipulated in the PUD Conceptual Plan, the requested and approved 5-foot side yard setbacks remain with this proposal, provided that fire-rated materials are used during construction. This is recommended as a stipulation of approval with this proposal, as is mentioned in Section e above.

- g. **Parking Standards:** Adequate parking will be provided for each single-family home constructed in this phase, as each home will have a two- or three-car garage, and two spaces in the driveway. This is consistent with what was approved with the Conceptual PUD Plan (PUD2022-01) and the Revised Conceptual PUD Plan (PUD2025-0001)
- h. **Traffic:** The applicant provided a Traffic Impact Study (TIS) with their Conceptual PUD Plan (PUD2022-01), which identified that no turn lanes into the site would be warranted with the development of this subdivision. The findings of that TIS were not altered in the Revised Conceptual Plan PUD2025-0001. Each lot in this subdivision will have direct access to a public street on the interior of the development, and no lot will have direct vehicular access to either 8th Street or Braun Street. The road network internal to the site that will be completed with Phases I and II will provide access to both 8th Street and Braun Street.

There is an additional street stub that terminates the proposed Rushmore Street at the southern property line. Future development to the south could connect to this stub if that developer chooses to do so.

DEVELOPMENT STANDARDS

The applicant has provided many of the required documents outlined by the UDC. The landscape plan proposes one (1) tree in the front yard of each lot, consistent with the previous phases of the development that were approved by the Planning Commission and Governing Body. This phase of the development does not include any proposed signage. A sidewalk is shown on one side of all the public streets. The developer will need to work with the City to ensure proper connections are made to the sidewalks of previous stages of development. The stormwater study for the entire development has been completed and approved by the City Engineer. The applicant will need to continue working with the City Engineer to ensure that the public infrastructure plans meet all the City's standards. All comments and details must be approved by the City Engineer prior to the commencement of any construction of public infrastructure. In the previous phases, the applicant provided possible floorplans for each phase of the development. At this time, the applicant has not provided any floorplans for the third phase. The floorplans must be provided prior to the certification of the Zoning Administrator and recording of the plat.

PLAT DOCUMENT REVIEW – UDC SECTIONS 6.4.A.3 AND 13.3.G

A part of the Final PUD is the Final Plat for the subject parcel. The Final Plat must meet all of the requirements in Section 6.4.A and Section 13.3.G of the UDC in addition to the Johnson County Subdivision Plat requirements. The City Engineer is reviewing all of the public infrastructure plans in conjunction with the plat. If additional easements or rights-of-way are needed for the public infrastructure, they must be provided on the plat. The final plat will not be certified by the Zoning Administrator until all public infrastructure plans have been approved by the City Engineer. The Parcel Area Table must also be corrected to include all of the proposed lots prior to the certification of the Zoning Administrator.

The City Engineer has reviewed the plat. All of the City Engineer's comments must be addressed prior to certification of the Zoning Administrator. The City Engineer is requiring that all easements be either utility easements or drainage easements. No sewer easements should be used on the plat and the Sanitary Sewer Easement language must be removed from the Owner's Certificate. There is an easement between Lots 248 and 249 that must meet that easement requirement. Notes on the plat indicate there are easements to be vacated, however, it is not made clear that new easements are being dedicated to replace those easements. Any new easements must be indicated by shading or hatching appropriately on the face of the plat.

NOTICE OF CITY CODES AND PERMITS

The Applicant is subject to all applicable City codes – whether specifically stated in this report or not – including, but not limited to, Zoning, Buildings and Construction, Subdivisions, and Sign Code. The Applicant is also subject to all applicable local, State, and Federal laws.

Various permits may be required in order to complete this project. Please contact the Building Codes Division of the Community Development Department for more information about City permits. The project may also be subject to obtaining permits and/or approvals from other local, County, State, or Federal agencies.

DOCUMENTS INCLUDED IN PACKET

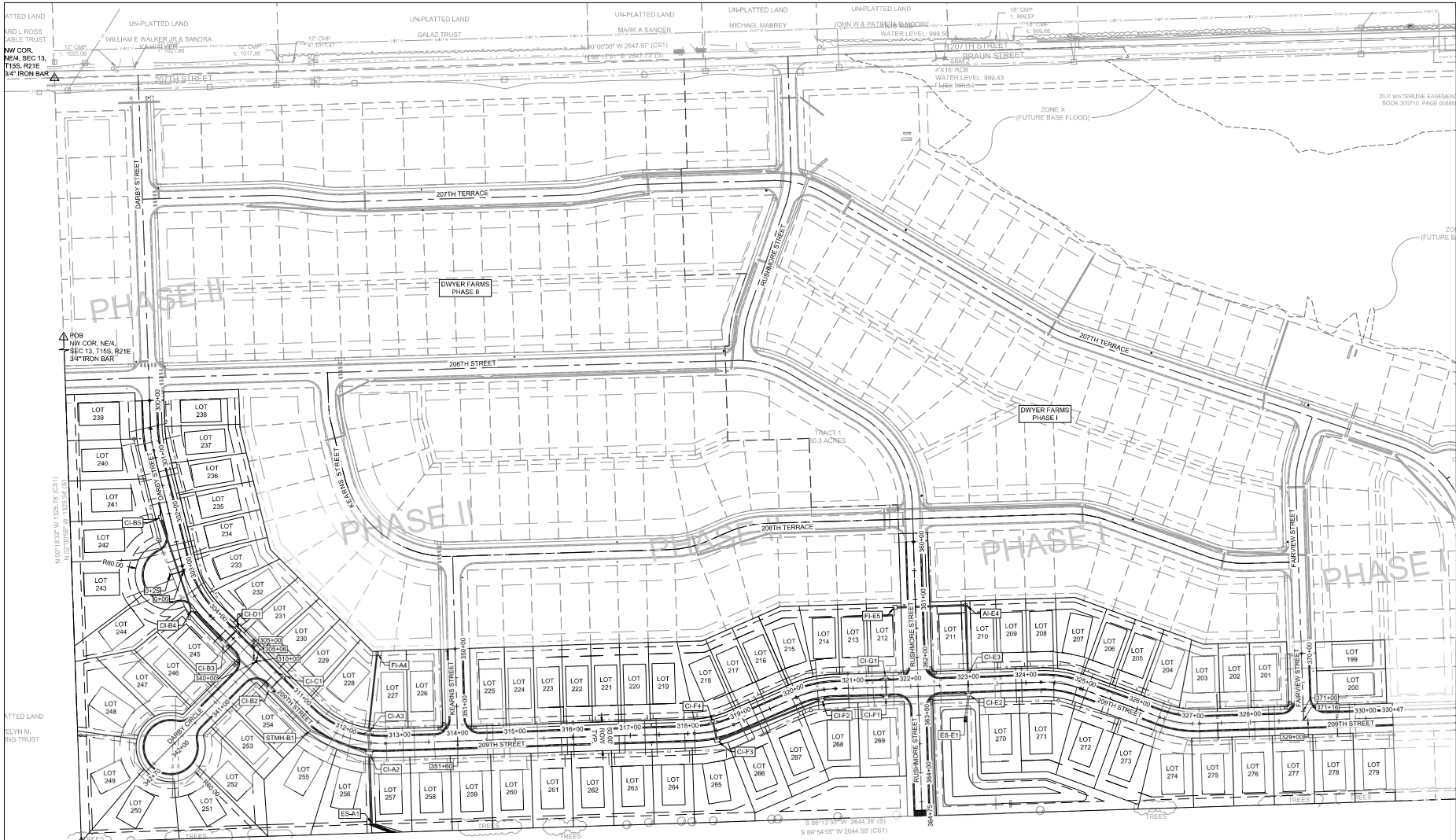
Sheet #	Title	Date on Document
1	Final Plat - Dwyer Farms Phase III	June 2025
2	Sheet 3 – Site Plan	May 20, 2025
3	Sheet 4 – Utility Plan	May 20, 2025
4	Sheet 17 – Grading Plan	May 20, 2025
5	Sheet 18 – Detailed Grading Plan	May 20, 2025
6	Sheet 56 – Landscape Plan	May 20, 2025
7	Sheet 57 – Landscape Plan	May 20, 2025
8	Sheet 58 – Landscape Plan	May 20, 2025

STAFF RECOMMENDATION

Staff recommends approval of PUD Final Plan/Plat **Application PUD2025-0002** for *Dwyer Farms, Phase III*, as submitted, subject to the following stipulations:

1. Prior to the plat being recorded, the following must occur:
 - a. Floorplans for the models of home to be constructed during this Phase must be provided.
 - b. Public infrastructure plans must be approved by the City Engineer. Any necessary changes to the plat based on the review of those plans must be made prior to plat recording.
 - c. The exterior corner in the boundary of a subdivision of land must be monumented prior to the recording of the plat.
 - d. The plat must be revised to reflect of the proposed lots and tracts in the Parcel Area Table.
2. Fire-rated materials must be used in construction of homes in lieu of the Planning Commission and Governing Body permitting a 5-foot side yard setback and minimum 10-foot separation between buildings.

Note: For Application PUD2025-0002 the Planning Commission will be recommending body to the Governing Body. The Application will be presented to the Governing Body on July 24, 2025.



HORIZONTAL CONTROL POINTS				
POINT #	NORTHING	EASTING	ELEVATION	DESCRIPTION
5	100756.71	210045.20	1012.89	HCP - 10" REBAR WITH CAPS
6	105839.29	210224.78	1005.10	HCP - 10" REBAR WITH CAPS
16	105950.22	210170.12	1015.00	HCP - 10" REBAR WITH CAPS
17	105784.72	210045.20	1012.89	HCP - 10" REBAR WITH CAPS
18	105021.40	210000.15	1019.61	HCP - 10" REBAR WITH CAPS

ALL ELEVATIONS AND BENCHMARKS SHALL BE REFERENCED TO U.S.G.S. NAD83 DATUM.

SITE BENCHMARK 1:
 N:166396.07, E:216236.21 ELEV 994.050
 DESCRIPTION: CUT IN CENTER OF WEST HEADWALL OF RCB

SITE BENCHMARK 2:
 N:166320.94, E:2161134.93 ELEV 1000.870
 DESCRIPTION: JOHNSON COUNTY CAP ON EAST END OF SOUTH HEADWALL OF RCB



www.smhconsultants.com
 Civil Engineering • Land Surveying
 Landscape Architecture

Manhattan, KS - HQ
 765.775.0051

Topeka, KS - OFFICE
 785.255.4652

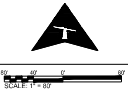
Kansas City
 (816) 444-4655

Colorado Springs, CO
 (719) 465-2145

DWYER FARMS SUBDIVISION, PHASE III
 CONSTRUCTION DOCUMENTS
 EDGERTON, KANSAS



REVISION	DATE	DESCRIPTION
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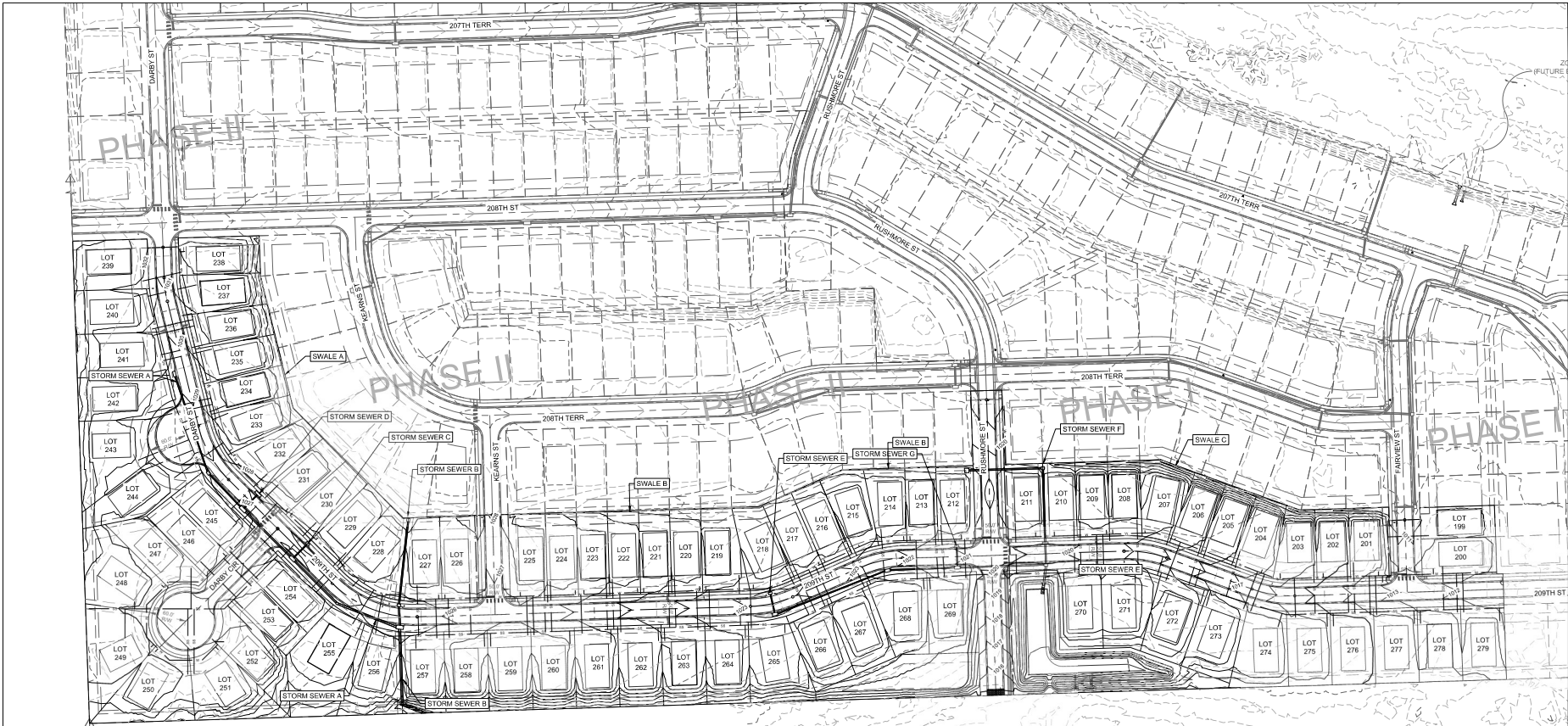


PROJECT #: 24124-0467
 CHECKED BY: LJR
 DRAWN BY: CLW

DATE: 05/20/2025

SHEET # **3**

TOTAL SHEETS 84



- SOILS/FILL LOCATED WITHIN THE BUILDING PAD SHALL BE TESTED BY LICENSED GEOTECHNICAL ENGINEER AS COMPACTED TO 95% STANDARD PROCTOR. CONSTRUCTION IN ACCORDANCE WITH HUD HANDBOOK 4140.3, DATA SHEET 716, AND FREE FROM ORGANICS.
- ALL PADS SHALL BE CONSTRUCTED WITHIN ±0.25' OF PAD ELEVATION. ALL PADS SHALL BE CONSTRUCTED TO BE LEVEL WITHIN ±0.2'.
- PAD DRAINAGE PATTERN IS TO GENERALLY COMPLY WITH ONE OF THE THREE TYPICAL PHA-HUD LOT GRADING STANDARDS.
- PAD DRAINAGE PATTERN SHALL BE AT A MINIMUM GRADE OF 1.0%.
- CONTRACTOR SHALL COORDINATE LOT AND BUILDING PAD GRADING WITH OWNER PRIOR TO PROJECT COMMENCEMENT.
- CONTRACTOR SHALL UNDERCUT PADS BY 4" IF ROCK IS ENCOUNTERED IN THE BUILDING PAD. COORDINATE WITH OWNER.
- DIRT IN ROW TO BE NO HIGHER THAN LEVEL WITH BACK OF CURB AND GRADED AT 1% (OR MINIMUM ALLOWABLE BY CODE).
- EACH LOT SHALL HAVE PINS AT ALL LOT CORNERS AND A 6" T-POST MARKING PIN LOCATION.
- IN THE EVENT THE BORROW AREA TO SUPPLY FILL MATERIAL TO THIS SITE IS OVER ONE ACRE, THE CONTRACTOR IS REQUIRED TO OBTAIN COVERAGE UNDER THE CONSTRUCTION STORMWATER GENERAL PERMIT THROUGH KCMH FOR THAT BORROW SITE.
- ALL SOIL BROUGHT TO THE SITE AND IN SITU SHALL BE COMPACTED BY ROLLING WITH A SHEEPSFOOT ROLLER OR BY MECHANICAL TAMPING.
- THE SHEEPSFOOT ROLLER, WHEN FULLY LOADED, SHALL HAVE A LOAD ON EACH TAMPER FOOT NOT LESS THAN 200 POUNDS PER SQUARE INCH OF CROSS-SECTIONAL AREA.
- ENOUGH MOISTURE SHALL BE PRESENT IN THE SOIL TO OBTAIN A DENSITY EQUAL TO OR GREATER THAN 95% OF MAXIMUM DENSITY AS

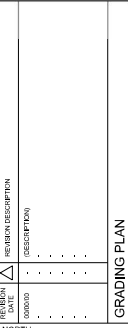
- DETERMINED BY THE STANDARD PROCTOR DENSITY TEST BEFORE PLACING THE NEXT LIFT. CONTRACTOR SHALL PROVIDE UP TO 5 STANDARD PROCTORS OF FILL MATERIAL FOR UTILIZATION BY THE CITY IN TESTING COMPACTION.
- ALL FILL MATERIAL SHALL BE APPROVED BY A LICENSED ENGINEER.
- ALL FILL MATERIAL SHALL HAVE ROCK NO LARGER THAN 3" DIAMETER. EACH LIFT SHALL CONSIST OF 12-INCH LOOSE LIFTS OR LESS PRIOR TO COMPACTION.
- IN AREAS OF GRADING CONSISTING OF FILL GREATER THAN 12-INCHES, COMPACTION TESTING SHALL BE PERFORMED ON EVERY LOT APPROXIMATELY 50 FEET FROM THE FRONT YARD LOT LINE AT THE CENTER OF THE LOT. IF COMPACTION DOES NOT EXTEND 50 FEET BEYOND THE PROPERTY LINE THEN TESTING SHALL BE PERFORMED AT A LOCATION APPROXIMATELY HALFWAY BETWEEN THE PROPERTY LINE AND FURTHEST EXTENT OF COMPACTION FROM THE PROPERTY LINE AT THE CENTER OF THE LOT. COMPACTION TESTING RELATED TO GRADING SHALL BE PERFORMED ON EVERY LIFT UNLESS A PRECEDING LIFT PASSES. IN THAT CASE TESTING SHALL BE PERFORMED ON EVERY OTHER LIFT UNLESS A LIFT FAILS AT WHICH TIME THE FAILED LIFT MUST BE RE-COMPACTED, TESTED, AND THE FOLLOWING LIFT MUST ALSO PASS. IF THE FOLLOWING LIFT PASSES THEN TESTING CAN RESUME ON EVERY OTHER LIFT.
- THE CONTRACTOR IS RESPONSIBLE FOR ALL DENSITY TESTS AND PROCTOR INFORMATION FOR TESTING. ANY TEST REPORTS TAKEN FOR THE WEEK SHALL BE SUBMITTED TO THE OWNER BY FRIDAY AFTERNOON OF THAT WEEK.
- ALL STRIPPED TOPSOIL SHALL BE STOCKPILED ON SITE FOR RE-USE.
- CONTRACTOR SHALL NOT DISTURB MORE THAN 750,000 SF AT A TIME, TO COMPLY WITH STORM WATER POLLUTION PREVENTION PLAN (SWPPP).
- EXISTING GRADE SHOWN BASED OFF OF PHASE I PROPOSED GRADINGS. QUANTITIES ARE BASED ON DRONE SURFACE OBTAINED AUGUST 8, 2024.

Curve Table					
Curve #	Length	Radius	Delta	Chord Distance	Chord Length
C1	35.43	185.00	11°54'	N7°58'02"W	38.26
C2	108.49	185.00	31°03'	N29°28'49"W	94.26
C3	99.27	60.00	190°34'	S19°31'04"E	119.49
C4	51.30	60.00	49°34'	S38°08'14"W	55.30
C5	158.25	185.00	48°48'	N69°20'01"W	142.26
C6	76.10	185.00	21°43'	S77°21'11"W	68.69
C7	76.10	185.00	21°43'	S77°21'11"W	68.69
C8	70.33	185.00	21°43'	N80°56'52"W	68.61
C9	70.33	185.00	21°43'	N80°56'52"W	68.61

Parcel Area Table	
Parcel #	Area
199	6000.01
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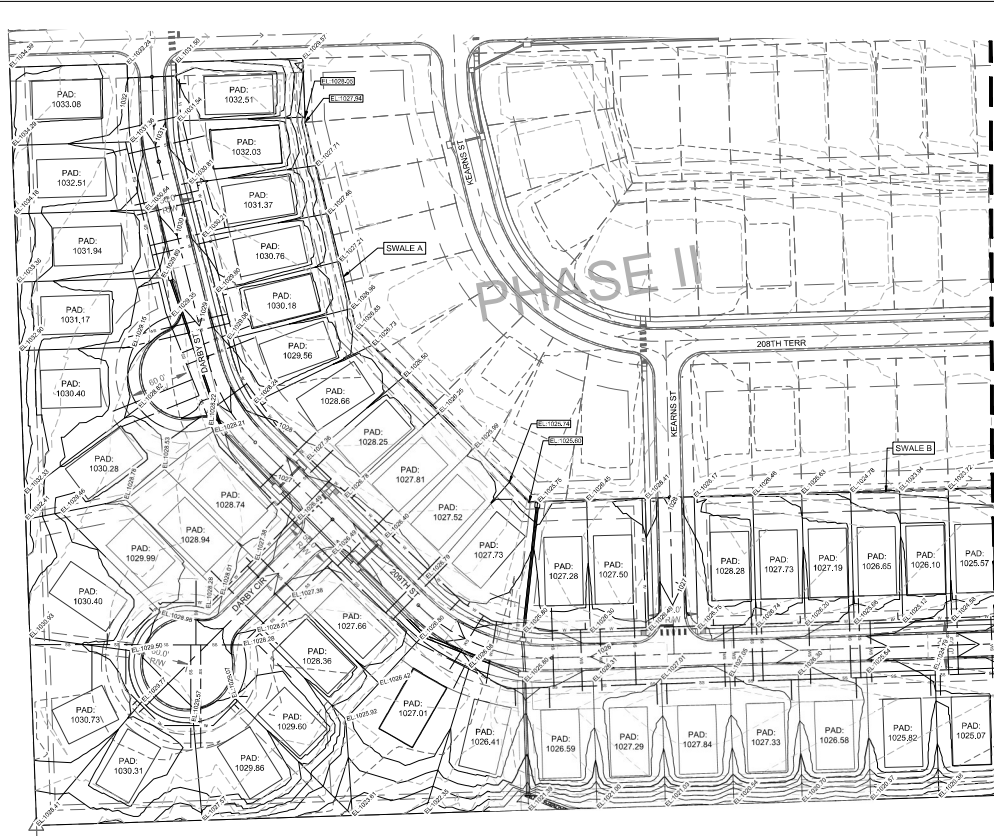


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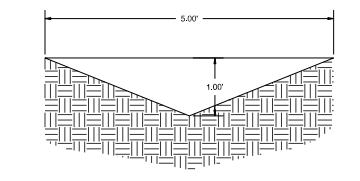
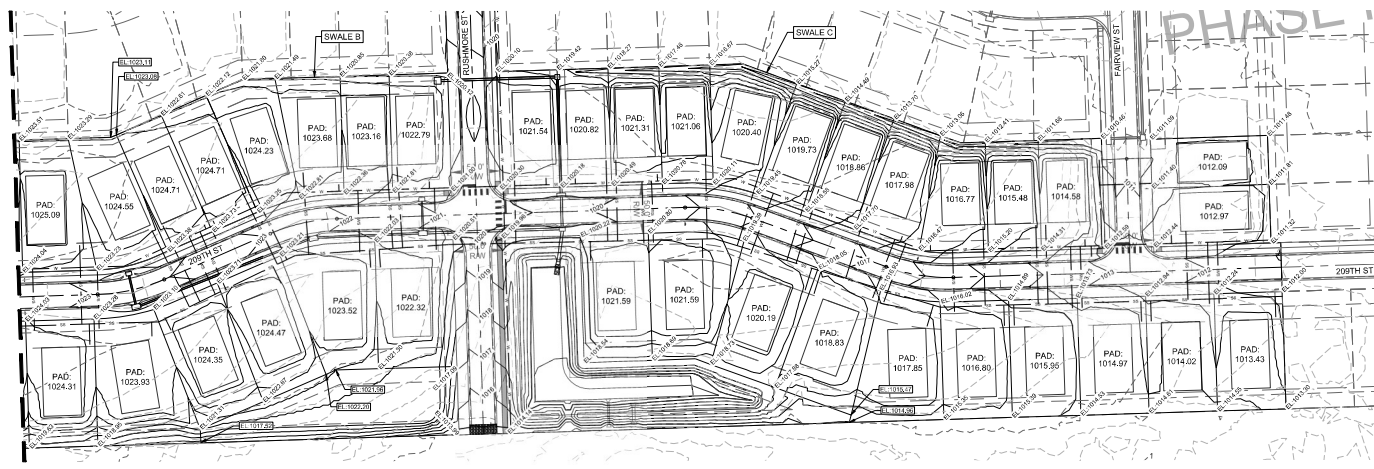
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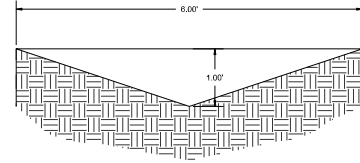
TOTAL SHEETS 84



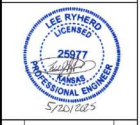
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- ALL PADS SHALL BE CONSTRUCTED WITHIN $\pm 0.2'$ OF PAD ELEVATION. ALL PADS SHALL BE CONSTRUCTED TO BE LEVEL WITHIN $\pm 0.2'$. THE DESIGN PAD ELEVATIONS INDICATE THE DESIGN TOP OF DIRT PAD.
- PAD DRAINAGE PATTERN IS TO GENERALLY COMPLY WITH ONE OF THE THREE TYPICAL FHA-HUD LOT GRADING STANDARDS.
- PAD DRAINAGE PATTERN SHALL BE AT A MINIMUM GRADE OF 1.0%.
- CONTRACTOR SHALL COORDINATE LOT AND BUILDING PAD GRADING WITH OWNER PRIOR TO PROJECT COMMENCEMENT.
- CONTRACTOR SHALL UNDERCUT PADS BY 42" IF ROCK IS ENCOUNTERED IN THE BUILDING PAD. COORDINATE WITH OWNER.
- DIRT IN ROW TO BE NO HIGHER THAN LEVEL WITH BACK OF CURB AND GRADED AT 0% (OR MINIMUM ALLOWABLE BY CODE).
- EACH LOT SHALL HAVE PINS AT ALL LOT CORNERS AND A 6" T-POST MARKING PIN LOCATION.
- IN THE EVENT THE BORROW AREA TO SUPPLY FILL MATERIAL TO THIS SITE IS OVER ONE ACRE, THE CONTRACTOR IS REQUIRED TO OBTAIN COVERAGE UNDER THE CONSTRUCTION STORMWATER GENERAL PERMIT THROUGH KDHE FOR THAT BORROW SITE.
- ALL SOIL BROUGHT TO THE SITE AND IN SITU SHALL BE COMPACTED BY ROLLING WITH A SHEEPSFOOT ROLLER OR BY MECHANICAL TAMPING.
- THE SHEEPSFOOT ROLLER, WHEN FULLY LOADED, SHALL HAVE A LOAD ON EACH TAMPER FOOT NOT LESS THAN 200 POUNDS PER SQUARE INCH OF CROSS-SECTIONAL AREA.
- ENOUGH MOISTURE SHALL BE PRESENT IN THE SOIL TO OBTAIN A DENSITY EQUAL TO OR GREATER THAN 95% OF MAXIMUM DENSITY AS DETERMINED BY THE STANDARD PROCTOR DENSITY TEST BEFORE PLACING THE NEXT LIFT. CONTRACTOR SHALL PROVIDE UP TO 5 STANDARD PROCTORS OF FILL MATERIAL FOR UTILIZATION BY THE CITY IN TESTING COMPACTION.
- ALL FILL MATERIAL SHALL BE APPROVED BY A LICENSED ENGINEER.
- ALL FILL MATERIAL SHALL HAVE ROCK NO LARGER THAN 3" DIAMETER. EACH LIFT SHALL CONSIST OF 12-INCH LOOSE LIFTS OR LESS PRIOR TO COMPACTION.
- IN AREAS OF GRADING CONSISTING OF FILL GREATER THAN 12-INCHES, COMPACTION TESTING SHALL BE PERFORMED ON EVERY LOT APPROXIMATELY 50 FEET FROM THE FRONT YARD LOT LINE AT THE CENTER OF THE LOT. IF COMPACTION DOES NOT EXTEND 50 FEET BEYOND THE PROPERTY LINE THEN TESTING SHALL BE PERFORMED AT A LOCATION APPROXIMATELY HALF-WAY BETWEEN THE PROPERTY LINE AND FURTHEST EXTENT OF COMPACTION FROM THE PROPERTY LINE AT THE CENTER OF THE LOT. COMPACTION TESTING RELATED TO GRADING SHALL BE PERFORMED ON EVERY LIFT UNLESS A PRECEDING LIFT PASSES. IN THAT CASE TESTING SHALL BE PERFORMED ON EVERY OTHER LIFT UNLESS A LIFT FAILS AT WHICH TIME THE FAILED LIFT MUST BE RE-COMPACTED, TESTED, AND THE FOLLOWING LIFT MUST ALSO PASS. IF THE FOLLOWING LIFT PASSES THEN TESTING CAN RESUME ON EVERY OTHER LIFT.
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- ALL STRIPPED TOPSOIL SHALL BE STOCKPILED ON SITE FOR RE-USE.
- CONTRACTOR SHALL NOT DISTURB MORE THAN 750,000 SF AT A TIME, TO COMPLY WITH STORM WATER POLLUTION PREVENTION PLAN (SWPPP).
- *EXISTING GRADE SHOWN BASED OFF OF PHASE II PROPOSED GRADING.



SWALE A & B TYPICAL SECTION
(NOT TO SCALE)

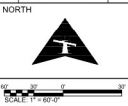


SWALE C TYPICAL SECTION
(NOT TO SCALE)





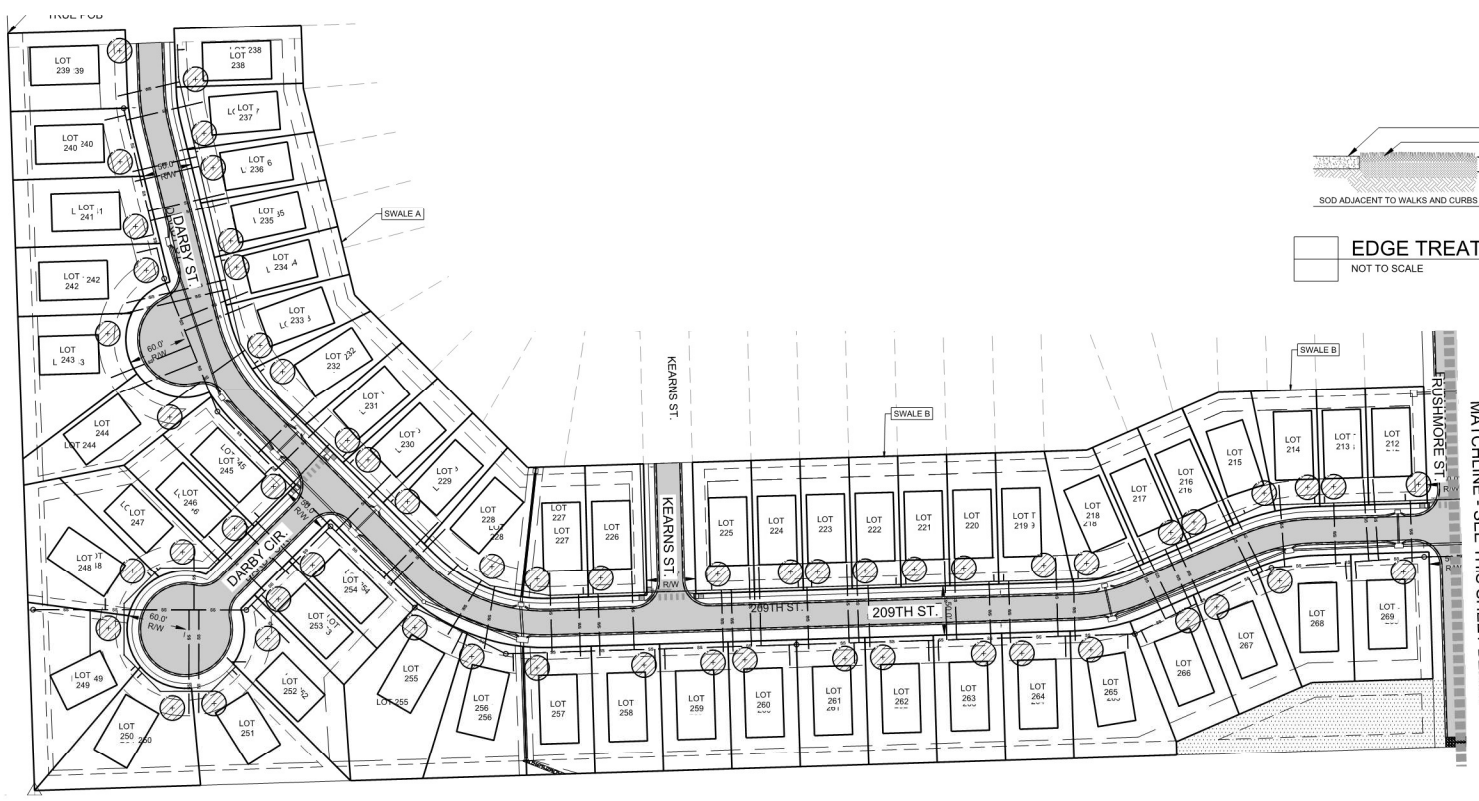
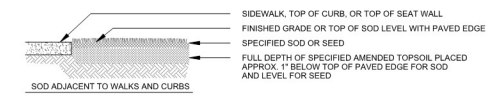
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PROJECT # 2412-0447
CHECKED BY: LJR
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DATE: 05/20/2025
SHEET # **56**

TOTAL SHEETS 84



MATCHLINE - SEE THIS SHEET BELOW

- LEGEND**
- RESIDENTIAL LOT TREE
 - TURF GRASS MIX
 - DETENTION POND MIX

TURF GRASS SEED MIX

PREMIUM BLEND TURF TURF FESCUE BY STAR SEED OR APPROVED EQUAL
(MAINTAIN AT 3"-5" HEIGHT, MOW AS NEEDED)
SEEDING RATE: 10 LBS. PLS./ACRE
PERCENTAGES BY PLS WEIGHT

DETENTION POND SEED MIX

TALL-MEDIUM SHORELINE MIX BY BUFFALO BRAND SHARP BROS. SEED CO. OR APPROVED EQUAL
(MOW ANNUALLY IN THE SPRING)
SEEDING RATE: 11 LBS. PLS./ACRE
PERCENTAGES BY PLS WEIGHT

MIX:
SWITCHGRASS
WESTERN WHEATGRASS
CREEPING FORTAL

RESIDENTIAL LOT TREE LIST

AUTUMN GOLD GINKGO <i>Ginkgo biloba 'Autumn Gold'</i>	2" CAL SINGLE TRUNK
AUTUMN SPLENDOR CADDO SUGAR MAPLE <i>Acer saccharum Caddo 'Autumn Splendor'</i>	2" CAL SINGLE TRUNK
BLUE ATLAS CEDAR <i>Cedrus atlantica 'Glauca'</i>	6" HT SINGLE TRUNK
COLORADO BLUE SPRUCE <i>Picea pungens 'Glauca'</i>	6" HT SINGLE TRUNK
ESPRESSO KENTUCKY COFFEETREE <i>Gymnocladia dioica 'Espresso'</i>	2" CAL SINGLE TRUNK
HERITAGE RIVER BIRCH <i>Betula nigra 'Cully'</i>	2" CAL SINGLE TRUNK
LACEBARK ELM <i>Ulmus parviflora</i>	2" CAL SINGLE TRUNK
PIN OAK <i>Quercus palustris</i>	2" CAL SINGLE TRUNK
SHADEMASTER HONEYLOCUST <i>Gleditsia var. inaequalis 'Shademaster'</i>	2" CAL SINGLE TRUNK
SKYLINE HONEYLOCUST <i>Gleditsia var. inaequalis 'Skyline'</i>	2" CAL SINGLE TRUNK
SWAMP WHITE OAK <i>Quercus bicolor</i>	2" CAL SINGLE TRUNK
STATE STREET MAPLE <i>Acer nyctagine 'Morton'</i>	2" CAL SINGLE TRUNK
VANDERWOLF PINE <i>Pinus flexilis 'Vanderwolf's Pyramid'</i>	6" HT SINGLE TRUNK

*RESIDENTIAL TREE LOT LOCATIONS WILL NEED TO BE ADJUSTED IN THE FIELD BASED ON UTILITY & DRIVEWAY LOCATIONS, CONTRACTOR WILL MAKE AN EFFORT TO EVENLY SPACE STREET TREES INSTALLATION. TREE SPECIES SHALL BE SELECTED BY DEVELOPER &/OR HOMEOWNER

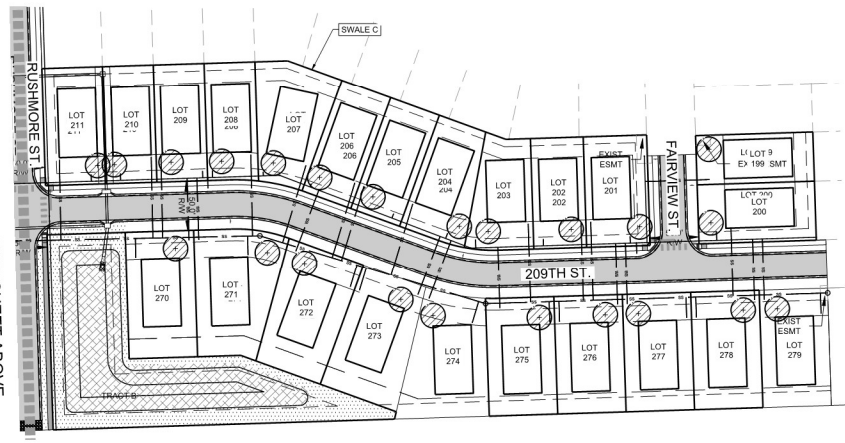
UTILITY SCREENING PLANT LIST

EVERGREEN SHRUBS

COMPACT ANDORA JUNIPER <i>Juniperus horizontalis 'Plumosa Compacta'</i>	5 GAL
GLOBE BLUE SPRUCE <i>Picea pungens 'Glauca Globosa'</i>	18"-24" HT.
SEA GREEN JUNIPER <i>Juniperus chinensis 'Sea Green'</i>	18"-24" HT.
WINTERGREEN BOXWOOD <i>Buxus microphylla 'Wintergreen'</i>	5 GAL
	18"-24" HT.
DECIDUOUS SHRUBS	
ANTHONY WATER SPIREA <i>Spiraea bumalda 'Anthony Waterer'</i>	5 GAL
	18"-24" HT.
KELSEY DOGWOOD <i>Cornus sericea 'Kelsey'</i>	5 GAL
	18"-24" HT.
MISS KIM LILAC <i>Syringa patula</i>	5 GAL
	18"-24" HT.
PURPLE LEAF SANDCHERRY <i>Prunus cistena</i>	5 GAL
	18"-24" HT.
SUMMER WINE NINEBARK <i>Physocarpus opulifolius 'Seward'</i>	5 GAL
	18"-24" HT.
ORNAMENTAL GRASSES	
AUTUMN FLAME GRASS <i>Miscanthus purpurascens</i>	1 GAL ESTABLISHED
BLONDE AMBITION GRAMA GRASS <i>Bouteloua gracilis 'Blonde Ambition'</i>	1 GAL ESTABLISHED
HEAVY METAL SWITCHGRASS <i>Panicum virgatum 'Heavy Metal'</i>	1 GAL ESTABLISHED
KARL FOERSTER FEATHER REED GRASS <i>Calamagrostis x acutiflora 'Karl Foerster'</i>	1 GAL ESTABLISHED
THE BLUES LITTLE BLUESTEM <i>Schizanthus scoparium 'The Blues'</i>	1 GAL ESTABLISHED

*THE SCREENING OF UTILITIES BOXES WILL BE DETERMINED BY DEVELOPER AS HOMES DEVELOP SO THAT PLANTINGS CAN BE COORDINATED WITH DRIVEWAYS AND UTILITIES. THE ABOVE PLANT LIST IS TO USED TO SCREEN THE UTILITIES AS NEEDED.

MATCHLINE - SEE THIS SHEET ABOVE



LANDSCAPE PLAN

**SECTION 03000
LANDSCAPING**

PART 1 GENERAL

1.1 RELATED DOCUMENTS

A. Provision established within the General and Supplementary Conditions of the Contract, Division 1 - General Requirements, and the Construction Documents are collectively applicable to this section.

1.2 SUMMARY

A. Section 03000 includes:

1. Topsoil
2. Organic Soil Amendment
3. Fertilizer
4. Mulches
5. Staining Mineral-Free Topsoil
6. Water
7. Geotextile Fabric
8. Erosion
10. Sod
11. Seed
12. Plant Materials
13. Irrigation
14. Hydro-mulch

B. Related Sections:

1. Section 02110 - Site Clearing
2. Section 02200 - Earthwork
3. Section 02310 - Landscape Irrigation
4. Section 02910 - Landscape and Irrigation Maintenance

1.3 QUALITY ASSURANCE

A. Contractor Qualifications:

1. The Landscape Contractor shall have no primary place of business within one hundred fifty (150) miles of the project site.

2. The Landscape Contractor shall be a local ANA or ALCA, certified business capable of performing the work as defined herein.

3. Work using skilled persons perform the trades required for executing the work in a neat, orderly and responsible manner with recognized standards of workmanship.

4. Landscape Contractor shall have not less than five years of successful experience in installation of similar work. If requested by the Owner and/or Landscape Architect, submit a list of three projects completed in the last two years of similar conductivity to the project with name and location of project, Owner's name and telephone number, and name of landscape architect firm and telephone number.

B. Reference Standards:

1. ANSI Z90.1 "American Standard for Nursery Stock" current edition

2. American Sod Producers Association (ASPA) "Specifications for Turfgrass Seed Materials and Transplanting Protocols"

C. Quality of Work and Materials: The Contractor shall furnish all materials and perform all work in accordance with these specifications, drawings, and instructions provided by the Landscape Architect or Owner's Representative hereafter (all referred to as Landscape Architect). The work shall include everything shown on the drawings and required by the specifications and anything which is in the judgment of the Landscape Architect to be added to what is shown on the drawings or required by the specifications. The Contractor shall cooperate with the Landscape Architect to limit or avoid or discrepancy in the drawings, details or specifications that cause delay, inconvenience, or incommensurate with the use of poor workmanship to be allowed, and that the work may proceed in the most efficient and effective manner.

D. Weather Conditions: Work must be carried out only during weather conditions favorable to landscape construction and the health and welfare of plants. The Landscape Architect shall determine the suitability of each weather condition.

1.4 SUBMITTALS

A. Approval of Submittals: Do not proceed with ordering, purchase or delivery of materials prior to receipt of approved submittals. Submittals to be from Landscape Architect or Owner:

1. Materials for all items specified herein. Provide 3 copies of all product data sheets, cut sheets or test results and 2 samples of all materials to the Landscape Architect for review.

2. Soils with top and subsamples and detailed of materials processed in this project, including Description, Manufacturer/Supplier, and Model.

3. Plant tags shall not be submitted but remain attached to the plants until Final Acceptance. After Final Acceptance Contractor shall remove all plant tags.

C. Substitutions:

1. Substitutions shall be made only with the written approval of the Landscape Architect. Substitutions will not be considered prior to opening of the bids.

2. Substitution of plant material will be made only on the basis of proof of unavailability.

3. Provide 5 copies of a written request for substitution to the Landscape Architect for approval. Do not proceed with purchase or installation of materials prior to receipt of approval from Landscape Architect. Include with the request proof of unavailability, product data, and supplier.

D. Testing: Contractor shall perform and submit the following tests to the Landscape Architect prior to proceeding with soil preparation or installation of plant material:

1. Submit soil test for imported topsoil and soil tested (stockpiled or unstockpiled). Test shall include all aspects and microorganisms, organic matter, and amendment recommendations from the testing laboratory. Each test shall be taken from at least three (3) sample locations to provide an accurate cross section of the soil. The Landscape Architect may require additional testing if any significant discrepancy is shown by the tests.

2. Submit soil test for Organic Amendment. Test shall include all macro and microorganisms, organic matter, and carbon nitrogen ratio.

E. Record of Purchases: Package tags and receipts for all topsoil, soil amendments, fertilizers, mulch, fabric, seed, or sod shipped/sold to the Landscape Architect prior to installation.

1.5 PROTECTION

A. Before commencing work, notes and details that are to be saved must be protected from damage by the placement of snow fencing for 4x10 ft or some other suitable protective procedure approved by the Landscape Architect. No work may begin until this requirement is fulfilled.

B. In order to avoid damage to roots, bark or lower trunks, no stax or other equipment shall be allowed or parked within the protection zone, unless the tree height over a covered parking area or traffic lane.

C. The Contractor shall carry and all precautionary measures when performing work around trees, walks, pavements, utilities and any other features either existing or previously installed under this Contract.

D. The Contractor shall adjust depth of earthwork and soil preparation when working immediately adjacent to any of the aforementioned features in order to prevent disturbing tree roots, undermining walks and pavements, and damage in general to any existing or newly incorporated items.

1.6 FINAL ACCEPTANCE

A. Final Acceptance: Within ten days of Contractor's notification that the entire Project is complete, Landscape Architect will review installation. If Final Acceptance is not given, the Landscape Architect will prepare a punch list of pending items that, upon completion by Contractor and subsequent review and approval, will signify Final Acceptance. The Contractor shall complete and submit the punch list of corrections within 10 calendar days from the date issued.

1.7 RIGHT OF REJECTION

A. The Landscape Architect reserves the right to reject at any time or place prior to Final Acceptance all plant materials which in the Landscape Architect's opinion do not meet specifications or are otherwise defective in quality, size and variety, but other requirements are not waived even though initial inspection results in approval. Plants may be inspected where available; however, inspection at the site is not a warranty that the plants will be kept by or be substituted with a different plant prior to Final Acceptance. Rejected materials shall be removed from the site within 24 hours.

B. The Contractor shall schedule the inspection and tagging of plants by the Landscape Architect at the supplier prior to delivery, to be completed in one visit. Any further inspection required due to plants being unavailable to reinspect or not meeting specifications shall be charged to the Contractor at the current hourly rate plus travel expenses if applicable for Landscape Architect's personnel performing the inspection.

1.8 MAINTENANCE OPERATIONS BEFORE FINAL ACCEPTANCE

A. The plant tags shall be immediately affixed to each plant as satisfactorily installed and shall continue throughout the life of the contract until Final Acceptance of the project or for the minimum lifetime in the following instructions, whichever is longer.

B. Trees and Shrubs: Maintenance shall include, but not be limited to, re-sterilizing mulch that has been displaced by erosion or other factors, reapplying and recharging water rings or saucers, maintaining stakes and galls, watering when needed or drought, and performing any other work required to keep the plants in a healthy condition.

C. Sod: Maintain for not less than 30 days after the date of installation, and longer, as may be required for acceptable establishment.

1. At the end of the 30-day maintenance period, fertilize new sod areas with 1 pound of actual nitrogen per 1000 square foot of sod area.

2. Maintain new sod areas by watering, fertilizing, weeding, mowing, pruning, and other operations such as mowing, regrading, and regrading as required to establish grasses. Use of erodible or bare areas. Provide protection against disease and insect damage.

D. Stocked Areas: For not less than 30 days after the date of installation, and longer as may be necessary for acceptable erosion control and seed germination and emergence.

1. Maintain seeded areas by watering, controlling weed growth, regrading, mulching and mulching as required to assure that seeded areas are in vigorous growth condition and free of eroded areas.

E. Annual, Perennial and Biennial Bed: Maintain by watering, controlling weed growth, regrading, re-mulching, fertilizing, and controlling pests as required to assure vigorous growth and erosion control.

F. Contractor shall remove and replace all dead, defective and/or rejected plants as required before Final Acceptance.

G. Once each month, for the first year of operation following Final Acceptance, provide on-site consultation with Owner's operating personnel. This shall include up to 4 hours time per month.

1.9 WARRANTY

A. The condition of all new plant materials is the responsibility of the Contractor until final acceptance. Any replacement of plant materials that may be necessary shall be at the expense of the Contractor.

B. Warranty for Irrigation Materials: for the specified period after the date of Final Acceptance. Unless noted otherwise in the bid.

1. Trees, Shrubs, Vines, Groundcovers and Perennials: Warranty for a period of one (1) year from the date of Final Acceptance, against defects including death and unsatisfactory growth.

2. Seeded Areas: Warranty for a period of one (1) year after the date of Final Acceptance.

A. The seeded areas must have healthy uniform grass growth, with no bare spots greater than one square foot, or exceeding 3% of any seeded area.

B. The seeded areas must have major settlement or become waterlogged in seeded swales. Should settlement occur, fill and compact wetted areas and reseed affected areas.

3. Stocked Areas: Warranty for a period of one (1) year after the date of Final Acceptance.

A. The stocked areas must have healthy uniform grass growth, with no bare spots greater than one square inch.

B. The stocked areas shall have no major settlement or become waterlogged in seeded swales. Should settlement occur, fill and compact wetted areas and reseed affected areas per these specifications.

4. Annually: Warranty for a period coinciding with their normal growing season.

C. Replacements:

1. Replacements under this warranty shall be at no additional cost to the Owner and shall be determined by the Landscape Architect.

2. Remove plants that fall during the warranty period immediately. Make measurements during the appropriate planting or growing season. At the end of the warranty period, replace any plant material which is in poor health or of doubtful good health as determined by the Landscape Architect, unless the option of the Landscape Architect is available to extend the warranty period. A written inspection will be conducted at the end of the extended warranty period, if any, to determine acceptance or rejection.

Replacements during this time is in accordance with these Specifications and Contract Drawings and all of the Contractor's covenants. All areas damaged by replacement operations are to be fully repaired at the Contractor's expense to their original condition as specified.

D. Exceptions:

1. Inadequate or improper maintenance by the Owner shall not cause for replacement; provided the Contractor shall have submitted thorough the warranty period a monthly report to report to the Owner of irrigation or inadequate maintenance practices and recommended remedial actions.

2. Defects resulting from neglect by Owner, abuse or damage by others, vandalism, or unusual phenomena or incidents, which are beyond the Contractor's control, shall not alter the warranty.

PART 2 PRODUCTS

2.1 TOPSOIL:

A. Natural: Heels soil possessing the characteristics of representative topsoil in the vicinity which produces a heavy growth, free of stones over 1 inch in diameter, refuse, debris, tree roots, stiles, noxious weeds, sabs, soil sealants, toxic substances or other material which would be detrimental to plant growth or hinder planting operations.

B. The Contractor is to verify the quantity and quality of stockpiled topsoil and provide samples (see 02060, 1.4. D., 1). The Contractor shall supply any additional topsoil needed as notational costs. See Endnotes 6 notes for storage and placement of topsoil.

2.2 IMPORTED TOPSOIL:

A. Shall be fertile, friable, sandy bank topsoil and shall be obtained from a well-drained site. It shall be without admixture of subsoil and shall be free of stones over 1 inch in diameter, refuse, debris, tree roots, stiles, noxious weeds, sabs, soil sealants, toxic substances or other material which would be detrimental to plant growth or hinder planting operations.

B. Imported Topsoil shall not be delivered or used while in a frozen or muddy condition.

C. Imported topsoil as determined by the test shall have an acidity range of pH 6.0 to 7.5 and shall contain not less than 3% organic matter as defined to loss on ignition of macerated samples dried at 100°C overnight. Topsoil shall have 2% of silt, 1% construction and a volume absorption ratio of less than 10.

D. Topsoil shall meet the following mechanical analysis:

	Percentage	Retention %
1/4 inch screen	100	0.0
20 mesh screen	99.0	0.4
No. 100 mesh sieve	80.0	0.60

E. The Landscape Architect reserves the right to inspect topsoil at its source to determine whether or not it meets the requirements specified and to approve the depth to which it is to be spread.

2.3 FERTILIZER:

A. Fertilizer shall be delivered to the site, mixed as specified, in the original unopened standard size bags showing weight, analysis and name of manufacturer. Containers shall bear the manufacturer's guaranteed statement of analysis or a manufacturer's certificate of compliance covering analysis. These shall be furnished to the Landscape Architect. Store fertilizer in a weatherproof place and in such a manner that it shall be kept dry and be inaccessible to children.

B. Superphosphate: Soluble in water, minimum 16% to 20% available phosphoric acid.

C. Commercial Fertilizer: Complete fertilizer containing the following percentages of available plant nutrients:

1. Tablets: For trees and shrubs, provide 100 ppm nitrogen long lasting, slow release tablets weighing 21 grams with an analysis of 20-10-10, and a potential acidity of not more than 5% by weight.
2. Granular: For trees, vines, flowers and groundcovers, provide a granular, slow release, commercial fertilizer with an analysis of 20-10-10.

2.4 ORGANIC SOIL AMENDMENT:

A. Organic soil amendment shall be a composed organic wood and manure based product with carbon to nitrogen ratio between 15:1 and 30:1, with a pH of 6.0 to 8, and soil content below 6 micron. Unless noted otherwise on the plan.

B. The organic soil amendment shall be free from all viable weed seeds, and be freely shredded to pass 70% through 10" mesh screen.

2.5 ADDITIONAL SOIL AMENDMENT:

A. Mixing agents shall be dry form Rovimex or approved equal.

2.6 MULCHES:

A. Shredded Curlew Mulch; Submit samples.

2.8 STAINING MATERIAL AND TREE WRAP:

A. The finish: Shall be frost quality, 4x4x4 white, bituminous impregnated tape, corrugated or crepe paper, brown in color, specifically manufactured for tree wrapping.

1. Secure tree wrap with a knifed nylon tape strapting specifically designed for being plant material. No string, cord, or other non-plastic material will be accepted.

B. Dates: Shall be within 6 foot x 2-inch diameter wooden batten pole pine or 6 foot green steel T posts 1.3x Certified ASTM/AISI with black or red T posts as determined by the notes, shall be erodible section of these specifications. From Hutchinson Western of Equal.

C. Fabric Tree Covers: These shall be secured to stakes using minimum 2-inch wide non-toxic webbing with grommets for attachment of 1/2-inch diameter straps and stakes. Straps shall be secured in relation to tree center so that grommets and wire do not touch trunk.

1. Fire-retardant fabrics PS-1, non-toxic herbicide free color straps, or approved substitution.

D. Wire: Shall be 17 gauge galvanized steel wire.

E. General:

1. Evergreen trees that are not protected and taller than wire have wire tags threaded through trunk or plastic hose sections which are knotted around the tree trunk.

2. Fabric tree covers will not be acceptable on evergreen trees taller than eight-foot (8').

3. All wire shall be covered with 1/2" diameter white PVC pipe. Refer to details for length.

2.9 WATER:

A. The Owner shall provide an on-site water for the execution and maintenance of the work to the Contractor at no expense. The Contractor shall furnish his own and water-saving equipment.

2.10 WEED BARRIER FABRIC:

A. Weed barrier fabric shall be a 2-mil woven needle punched polypropylene material that shall be at least 70% ultra violet light resistant and have a water vapor rate of at least 75 perms (M.V.Q.). Use Rovimex or approved fabric by Western Landscape & Geositive Slope of approved equal. Submit sample and product data sheet.

2.11 EROSION:

A. Erosion shall be staked unless otherwise noted other otherwise on the plan.

B. Erosion shall be 4-inch depth, 18 inch thickness, interlocking steel edge, painted green with a rounded top not to exceed with metal stakes sufficiently to hold in place, and installed per manufacturer's recommendations. Use Rovimex or approved equal of approved equal.

2.12 SOD:

A. Sod shall be a locally grown, certified blend, complying with applicable local and Federal regulations and complying with ASPA "Specifications for Turfgrass Sod Materials and Transplanting Information". See plan for seed mixture and rates. The sod shall have a vigorous and healthy root system and top growth and shall have regularly left-hand, wetted, moist splayed and shall be free from objectionable weeds and/or grasses. Sod strips shall have from 5000 to 6000 minimum to one-inch maximum thickness of soil adhering to root system, cut into strips 16-inch maximum width by 4-foot minimum length. Sod, sodd, sodd and sod, or sod with soil, which breaks, tears or crumbles away will not be accepted. Sod cut for more than 30 hours will not be accepted. Sod shall be kept moist, protected from sun, heat or wind in transport and after delivery. Prior to cutting, the sod shall be evenly mowed for a 1/8-inch length of each crown but not more than 1/4 inch.

2.13 SEED:

A. Seed mixes shall be purchased from a reputable source after complying with requirements specified. Each seed mix shall be appropriate for the specific region in which it is used. See plan for seed mixture and rates. Seed mix shall be free from all objectionable weeds and/or grasses. Seed mix shall have from 5000 to 6000 minimum to one-inch maximum thickness of soil adhering to root system, cut into strips 16-inch maximum width by 4-foot minimum length. Sod, sodd, sodd and sod, or sod with soil, which breaks, tears or crumbles away will not be accepted. Sod cut for more than 30 hours will not be accepted. Sod shall be kept moist, protected from sun, heat or wind in transport and after delivery. Prior to cutting, the sod shall be evenly mowed for a 1/8-inch length of each crown but not more than 1/4 inch.

2.14 FERTILIZERS:

A. Soil mixes shall be purchased from a reputable source after complying with requirements specified. Each seed mix shall be appropriate for the specific region in which it is used. See plan for seed mixture and rates. Seed mix shall be free from all objectionable weeds and/or grasses. Seed mix shall have from 5000 to 6000 minimum to one-inch maximum thickness of soil adhering to root system, cut into strips 16-inch maximum width by 4-foot minimum length. Sod, sodd, sodd and sod, or sod with soil, which breaks, tears or crumbles away will not be accepted. Sod cut for more than 30 hours will not be accepted. Sod shall be kept moist, protected from sun, heat or wind in transport and after delivery. Prior to cutting, the sod shall be evenly mowed for a 1/8-inch length of each crown but not more than 1/4 inch.

B. Submit certification tags verifying seed purity and purity of a signed statement certifying that the seed furnished is from all that has been tested by a recognized laboratory.

2.12 EROSION CONTROL FABRIC:

A. Erosion control fabric shall be a single or multiple layered material in a photodegradable plastic resin secured with steel wire stakes 8 inches long. Install per manufacturer's instructions. Use Outlast brand (Markets by American Sod Company) or approved equal.

2.13 PLANT MATERIALS:

A. All plants shall be the species, subspecies or cultivar designated on the drawings. No substitutions will be accepted without prior written approval of the Landscape Architect. All plants shall meet or exceed the code of the standards currently maintained by the "Colorado Nursery Act" as established by the American Association of Nurserymen as well as the ANSI Z90.1 "American Standard for Nursery Stock". Listed species not included herein shall be subject to the following additional requirements:

1. Unless specifically noted otherwise, all plants shall be of selected specimen quality, exceptionally heavy, symmetrical, tightly knit, and branched or trained to their development and appearance as to be superior in form, number of branches, compactness and symmetry. All plants shall have a normal root ball in season, healthy, vigorous plants with well-developed root systems.

2. Plants shall be free of disease, insect pests, eggs or larvae.

3. Plants shall not be potted below delivery.

4. All plants shall have been grown under dramatic conditions similar to those in the locality of the site of the project under construction and must have been acclimated to such conditions for at least two (2) years.

5. All plants designated tall and bushier (BAB) must be moved with the root system as noted units with bags of both 7-mil polypropylene with built-up pivot light and secured with three wire and wire bales that has been banded to the ball. The diameter and length of the balls of earth must be sufficient to encompass the former root feeding system necessary for the healthy development of the plant and comply with ANSI 700.1. No burlap shall be accepted when the ball of earth surrounding the roots has been loosely crumbled or broken prematurely to or during the process of delivery. All plants that cannot be banded at once must be banded (C) by setting in the ground and covering the balls with soil or mulch and then watering. Mulch and bales made from holly is preferable to synthetic holly such as nylon.

B. Deciduous Shade and Ornamental Trees: Provide BAB trees of sizes listed on the plan. Sizes indicate minimum height and caliper. All deciduous shade and ornamental trees shall have full, well-shaped canopy.

1. Trees with abrasion of the bark, sunscald, disfiguring knots or fresh cuts of limbs over one inch (1") which have not completely healed shall not be accepted.

2. The trunk of each tree shall be a single trunk growing from a single unimulched crown of roots, unless specified as "dorm leader" and then number of leaders required by ANSI Z90.1.

C. Deciduous Shrubs: Provide shrubs of sizes listed on the plan. Sizes indicate minimum container size, height or spread as indicated. The size is spread shall be used for spreading shrubs and height for more upright types none shall have less than minimum number of leaves required by ANSI Z90.1.

1. The thickness of each shrub shall correspond to the trade classification "No. 1". Single stemmed or thin shrubs shall not be accepted. The side branches must be green, well developed, and the plant as a whole well branched to the ground. The plants must be in root condition, free from dead wood, broken or other root or branch injuries.

D. Evergreen Shrubs: Provide shrubs of sizes listed on the plan. Sizes indicate minimum container size, height or spread as indicated. The size is spread shall be used for spreading and semi-erecting type and height for other types, such as globe, oval, and weeping shrubs.

1. The thickness of each shrub shall correspond to the trade classification "No. 1". Single stemmed or thin shrubs shall not be accepted. The side branches must be green, well developed, and the plant as a whole well branched to the ground. The plants must be in root condition, free from dead wood, broken or other root or branch injuries.

E. Evergreen Trees: Provide evergreen trees of sizes listed on the plan. Sizes indicate minimum height. All evergreen trees shall be unbranched and full to the ground.

1. Privet ball and bushdog (BAB) to mechanical, spaced-out evergreen trees.

2. All deciduous evergreen trees shall have a minimum notal to trunk caliper ratio of 10 to 1 to 10 inches of notal diameter per each one inch of trunk caliper and comply with ANSI Z90.1.

2.14N-EMERGENT HERBICIDE:

A. Pre-emergent Herbicide: Shall be "Treflan" as manufactured by Banner Company or approved substitution. Apply as per manufacturer's recommendations for weed control.

PART 3 EXECUTION

3.1 TOPSOIL EXCAVATION & STORAGE:

See Site Erection 2230 section 3.0M Topsoil Excavation

3.1 TOPSOIL PLACEMENT:

A. Work Included: Place stockpiled or imported topsoil in landscaped areas and to a minimum depth of 6" unless noted otherwise on the plan or specified otherwise herein.

B. Area: All exterior ground within the limit of contract, except surfaces occupied by buildings and structures, paving, and except areas indicated as undisturbed, shall be topsoiled.

C. Preparation: Disk, drag, harrow and rake substrate to a minimum depth of three inches (3") to provide good topsoil contact over the entire surface. Profile surface erosion shall be removed, and there shall be no depressions, subsequent settling or irregularities in the finished grade.

D. Placement of Topsoil: Place no topsoil until subgrade has been approved. Before placing topsoil, rake subsoil surface clean of stones, debris, and roots. Compact topsoil to firm by water with minimum depth as defined in the notes. If there is any discrepancy the plan will have provisions over the notes and the notes over the details. Topsoil shall be placed no earlier than 48 hours after final preparation and be in suitable drainage and the surface shall conform to the elevations shown on the drawings. Contractor to maintain surface and place any additional topsoil necessary to replace that eroded in Final Acceptance.

E. Topsoil which must be transported across finished walks, shall be delivered in such a manner that no damage will be done to the walks. The Contractor shall be responsible for the repair of such damage.

3.2 FINISH AND FINE GRADING:

A. Positive Surface Drainage: The Contractor shall finish and fine grade the project area to establish an even and well-matched grade over the entire surface. Positive surface drainage shall be assured, and there shall be no depressions, subsequent settling or irregularities in the finished grade.

B. Transitional Areas: At any transitional point or line where one plane intersects another, such as from a sloping area to a level area, a smooth and gentle transition shall be made. There shall be no abrupt changes in grade unless specifically noted otherwise. There shall also be a smooth transition between existing turf and new turf.

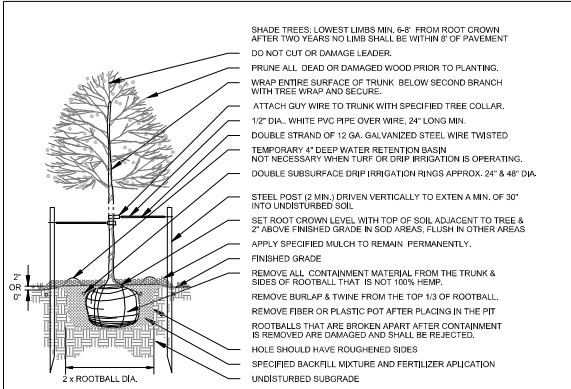
3.3 AMENDMENTS FOR SOIL PREPARATION:

A. Soil Preparation: Schedule of soil mixes and soil amending for various impact areas are listed below (for listing purposes only). Final amendment schedule shall be determined by the Landscape Architect based on tests provided by the Landscape Contractor (see 0906, 1.4, D., 1).

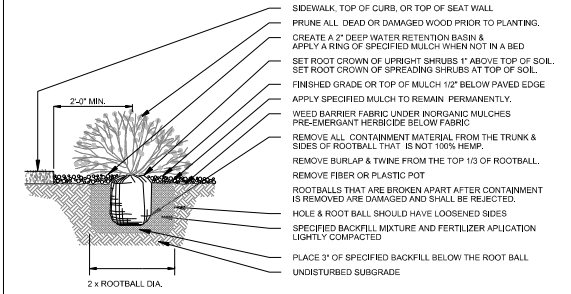
1. Permanently Seeded Areas of Dryland, Riparian & Wetland Areas: Provide not less than the following quantities of specified amendment materials:

Organic Soil Amendment: 4 cubic yards per 1000 s.f.

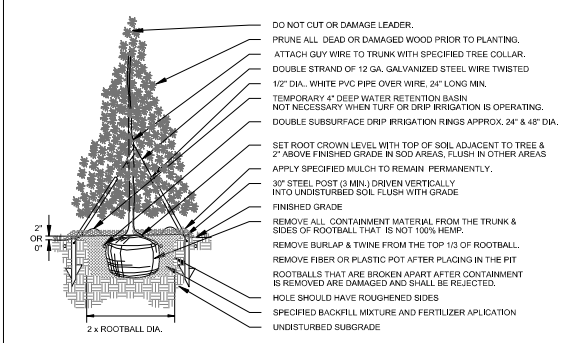
Commercial Fertilizer (20-10-10): 1



1 DECIDUOUS TREE PLANTING
65 NOT TO SCALE



2 SHRUB PLANTING
65 NOT TO SCALE



4 EVERGREEN TREE PLANTING
65 NOT TO SCALE

- 3.7 MULCH, BREZE, GRAVEL, ROCK & CORBLE
- Apply materials so that the top of their surface is level with adjacent finished grade as detailed and they are the minimum depth specified after settlement and compaction. River rock shall be used unless defined differently in the notes.
- A. Specified river rock shall be spread at a minimum four (4) inch depth for shrubs, ornamental grasses, perennials & trees in beds unless defined differently on the plan or in the notes.
- 3.8 SOO
- A. Area: All areas outlined on the plan.
- B. Preparation for Soaking: Soaked areas shall be free of debris and roots larger than 1/2" which may hinder filling, soaking, from grading or subsequent operations. Accurate locations shall be depicted of debris. All soaked areas on slopes of three to one (3:1) or greater shall be secured with stakes.
- C. Finishing Grades: Perform final grading required to maintain drainage into catch basins, drainage structures, etc., and as related to provide a smooth, well-drained surface prior to proceeding. Ensure that drainage of soil are such that drainage of storm and irrigation waters will occur and ponding of water will be prevented.
- D. Irrigation Heads: Adjust irrigation heads to proper watering height according to depth of the soil mounted but lower than maximum grade below height to maintain flow to freely cut grass without damage to irrigation systems. Adjust irrigation heads to proper watering height for unmowed areas to prevent mature grass from obscuring the stream of water.
- E. Sod Placement:
1. Lay sod on soil that is slightly moist, with ends and sides of sod pieces butted tightly together, and laid in continuous rows with long dimensions parallel to curb.
 2. Stagger vertical joints between sod sections and compact by rolling so sod will be incorporated with ground surface. Insure tight joints between adjacent sods.
 3. Cut all rows terminating on designated property lines equally to a straight line.
 4. Add topsoil along exposed edges to match adjacent grade. Reather topsoil to approximately 1 foot from edge of sod.
 5. Lay sod back with adjacent walks, curbs, etc.
 6. Protection of Sod Areas: Provide barriers as required to prevent pedestrian or vehicular traffic over newly sodded areas until completion and acceptance of work.
 7. Sod shall be stored in all areas with a slope greater than 3:1.
- F. Watering: Water sod upon completion of convenient work area until installation is complete and irrigation system can be operated under full control. Water sufficiently to moisten subsoil at least 2" deep, and in manner not to cause erosion or damage to adjacent finished surfaces. Upon completion sod shall be watered by a permanent in ground irrigation system.

- 3.9 SEEDING
- A. Area: All areas outlined on the plan, any disturbed areas details, and nondisturbed native grass areas.
- B. Seed Bed Preparation:
1. Loosen soils to a depth of six inches (6") by approved method of scarification. Remove stones or foreign matter over one inch (1") in diameter.
 2. Grade areas to finish grades, filling as needed or removing surplus dirt and finishing areas to a smooth, uniform grade as indicated on grading plans. All lower areas shall slope to drain. Where no grades are shown, areas shall have a smooth and uniform grade between existing finished curbs, sidewalks, curbs, catch basins, steps in driveway or bulging and depressions shown on plans. Roll, scarify, rake and final lawn areas as necessary to obtain true, even lawn surfaces. All final grades shall meet approval of the Landscape Architect, before grass seed is sown.
 3. Seed beds should be permitted to settle or should be firm by rolling before seeding runs are made.
 4. Seeding shall not be performed in windy weather, or when the ground is frozen.
 5. Scheduling:
 1. Non-irrigated seeding shall be performed either during the Spring Raining Season or the Fall Planting Season. Planting seasons shall be defined as that period of time in the spring or fall, having healthy growth of grasses in the locality in which the seeding is done, in accordance with the recommendations of the local Cooperative Extension Service.
 2. In areas that require irrigated or nonirrigated seeding operations are completed according to the plan for adequate germination and growth, maintenance shall continue into the following growing season or until a uniform stand of the specified grasses has been established.
 6. Supplemental irrigation, See Erosion Control Specs.
- C. Seeding & Mulching:
1. At seeding rates area for seeded applications, add 50% for broadcast seed and 100% for hydroseed or billion seeded.
 2. Seeding and hydro mulching shall be done in two (2) directions at right angles to each other.
 3. In larger areas seed shall be sown evenly with an approved mechanical drill. Cut-spreader or approved similar equipment may be used to cover the seed and to broadcast the seed in one operation. Refer to seed supplier for appropriate seeding depth of specific seed mixes. Refer to landscape plan for seed mix and rate. These larger areas shall also have wheat straw applied into the soil at no rate of two tons per acre.
 4. In smaller areas inaccessible to mechanical seeders, the seed shall be broadcast cast and the seed bed be prepared by hand raking. Refer to seed supplier for appropriate seeding depth of specific seed mixes. Refer to landscape plan for seed mix and rate. These smaller areas shall be hydroseeded after seeding. Irrigated seed areas are to be hydroseeded with 2,000 lbs per acre of hydro mulch and soilifier. Nonirrigated seed areas are to be hydroseeded with 4,000 lbs per acre of hydro mulch and soilifier. Watering by hand with portable equipment is not considered in plan.
 5. Erosion control fabric shall be used on all seeded and hydro mulched slopes 4:1 or greater (steeper). Install per manufacturer recommendations.
 6. Watering: Water the seeded areas to provide adequate moisture for germination and to support grass until fully established. All areas of the site shall be watered in such a way as to prevent erosion due to excessive quantities applied over small areas and to avoid damage to the finished surface.
 1. The surface layer of soil for seeded areas must be kept moist during the germination period. Water twice the first week and once per week thereafter with a fine spray. Do so as needed to supplement natural rainfall and reach a six inch minimum depth each time.
 2. Make weekly inspections to determine the moisture content of the soil and adjust the watering schedule.
 3. Seeded areas may be irrigated & watered by portable equipment. The Contractor shall furnish his own portable tanks, pumps, hoses, pipe connections, nozzles, and any other equipment required to transport the water from the available source and apply it to the seeded areas in an approved manner.
 4. Seeded areas may be watered by an irrigation system. This system may be supplementary or Temporary. Supplementary irrigation will be permanent and located in ground. Supplementary irrigation shall be operated as a regular basis after establishment during a period of drought in addition to establishment, but not operated as a regular basis after establishment. Temporary irrigation can be above the ground and may be removed 1 to 2 weeks after establishment.
 5. After grass growth has started, all areas of grass, which fail to show uniform stands of grass for any reason whatsoever shall be reseeded in accordance with the plans and as specified herein. Cut and plant parts of grass that is reseeded repeatedly until areas are covered with a satisfactory grass of grasses, or a root nodal root to the Owner.
- D. Protection: Protect seeded areas against trespassing while the grass is germinating. Furnish and install fences, signs, barriers or any other necessary temporary protective devices. The Contractor at his expense shall repair damage resulting from trespass, erosion, washout, settlement or other causes.
- E. Remove all fences, signs, barriers or other temporary protective devices after Final Acceptance.

- 3.10 RESTORATION AND CLEANING
- A. Restoration and Repair: Properly repair sprinker head or other irrigation system components, or other underground pipe or anything damaged by this work.
- B. Erosion Materials and Debris: Remove pallets, unused sod, and other debris from the Project site. Clean paved areas over which operators have been conducted.
- END OF SECTION

- SECTION 02070
LANDSCAPE AND IRRIGATION MAINTENANCE
- PART 1 GENERAL
- 1.1 WORK INCLUDED
- A. The Landscape Contractor shall provide with the bid a written proposal for landscape maintenance with the Owner. If the Landscape Contractor is not qualified to perform the work, the Landscape Contractor shall sub contract with a certified qualified landscape maintenance contractor and shall provide any such contracting information with the bid. The accepted proposal and maintenance contract will be for a period of 1 year. Maintenance will begin immediately after Final Acceptance of the landscaping and irrigation by the Owner. The Landscape contractor shall provide examples of these other bid projects maintained by the Landscape contractor or its subcontractor.
- B. Landscape maintenance shall include all necessary watering, adjustment, weeding, pruning, mound dressing, disease and insect control, protective spraying, straptinger plants which bear or long, adjustments of plants which walk in any damaged lawns, mowing of turf areas, replacement of mulch that has been displaced by erosion or other means, filling and/or regrading eroded areas, mounding or regrading any eroded or soil loss areas, repairing and re-laying of water marks or easements, removal of all debris, waste, logs, and equipment used in the execution of the contract at the end of each work day, and any other procedure consistent with good horticultural practice necessary to meet normal, vigorous and healthy growth of all plant material as part of this maintenance contract.
- C. During the first year of the maintenance contract, any replacement of plant material shall be the responsibility of the Landscape Contractor as part of the installation contract with exceptions as set in Section 2500, 1.3. Any other replacement of plant material shall be included in the Maintenance Contract.
- D. Landscape maintenance contractor shall purchase and maintain Contractor's general liability insurance in the amount of \$1,000,000. Certification of such insurance shall be filed with the Owner prior to the commencement of the work.
- 1.2 QUALITY ASSURANCE
- A. Work Force: Contractor's representative shall be experienced and A.N.A. certified in landscape maintenance and shall be available on 24 hour basis for emergency repairs.
- B. Material: All materials used shall conform to the landscape and irrigation specifications sections 2900 and 2910.
- C. If upon notification by the manager action is not taken to correct any problem which affects safety, health of the public, or property image the manager may take whatever action necessary to remedy the situation. All costs associated with such work shall be deducted from any payments due the Contractor.
- 1.3 MAINTENANCE SCHEDULE
- A. Maintenance contractor shall provide as part of the bid a maintenance schedule and report to owner the Landscape Architect. Daily record of maintenance work activities shall be incorporated with the Owner.
- B. The report shall detail all planned and periodic maintenance activities, and all materials and application rates.
- C. Any substitutions shall be listed in the report including notification and insurance information.

- PART 2 EXECUTION
- 2.1 IRRIGATION
- A. The irrigation system shall be used by the maintenance contractor for the watering program, but any failure of the system does not eliminate the Contractor's responsibility of maintaining the desired level of moisture necessary to maintain vigorous, healthy growth.
- B. The quantity of water applied at one time shall be sufficient to penetrate the soil to a minimum of eight inches (8") in shrub beds and six inches (6") in turf areas at a rate which will prevent saturation of the soil and excessive water runoff (may require multiple applications aimed at water absorption of water).
- C. All site water shall be furnished by the Owner. Hoses and other watering equipment shall be furnished by the Contractor.
- D. Watering: All trees, shrubs and herbaceous grass shall be irrigated monthly during the winter. Each use shall receive a minimum of 70 gallons of water per application, ground cover areas shall receive 1" of water per application, each shrub shall receive a minimum of 20 gallons of water per application, and refer to supplier's recommendations for winter watering of the bromeliads grass. Water shall be hand applied at a rate that allows the water to soak into the root zone.
1. Do not irrigate when temperatures will fall below 30 degrees within 24 hours.
 2. Irrigation system may be used for the water application only when temperatures will remain above freezing for several days. Immediately following irrigation refer the writer shut down procedure.
- 2.2 WEEDING
- A. Maintenance contractor shall keep all planting areas (including tree rings) free from weeds and undesirable grasses by a method and by material approved by the A.N.A.
- 2.3 MULCHING
- A. Mulch shall be maintained at the proper depth in all shrub beds, ground cover areas, annual beds, and tree rings according to the original drawings and specifications.
- B. Mulch displaced by erosion, wind, or irrigation activities shall be removed from all walks, drives, and turf areas and replaced in the beds.
- C. All bark mulch beds to be top dressed annually.
- 2.4 DISEASE AND INSECT PEST CONTROL
- A. Inspect all plant material at least once a month to locate any disease or insect pest infestations. Upon the discovery of any disease or insect pest problem, identify, or have identified, the nature or species of the infestation. A method of control in accordance with common A.N.A. standards shall be immediately implemented.
- B. Apply all pesticides and fungicides according to label directions and take any precautions necessary to protect people and any other plant material from the chemicals.
- 2.5 FERTILIZING
- A. Maintenance contractor is to fertilize plant material on a regularly scheduled program to fit the requirements of the plant material to maintain vigorous and healthy plant growth.
- B. Shrub beds, ground cover, turf, and annuals shall receive granular fertilizer and trees shall receive fertilizer through a root feeding injection system.
- 2.6 PRUNING AND REPAIR
- A. The amount of pruning shall be limited to the minimum necessary to remove dead or injured twigs and branches and to compensate for the loss of roots as a result of formulating operation under to maintain healthy and versatile use areas. Pruning shall be done in such a manner as to not change the natural habit or shape of the plant. All cuts shall be made nearly flush, leaving the swollen outer of the cut to heal itself.
- 2.7 MOWING
- A. Mow grass areas in regular intervals to maintain the grass at a height of 2" to 3". Mow at intervals so that no more than 1/3 of the blade length or 1" is removed at each mowing.
- B. Mow grass areas in such a manner as to prevent dishing from blowing on paved areas, and sidewalks. Cleanse after mowing shall include sweeping or blowing of paved areas and sidewalks to clear them from mowing debris.
- C. Edges of curbs and sidewalks shall be trimmed at least two monthly.
- D. Irrigation system shall be checked for damage and repaired following each mowing operation.
- 2.8 STAKING AND TREE WRAP
- A. Disturbed tree trunks shall be wrapped by Nov. 15 and wrappings shall be removed by May 21.
- B. All trees staked or guyed as part of installation shall have stakes or guys removed after 1 year for spring installations or 1.5 years for fall installations.
- 2.9 ANNUALS
- A. Annuals shall be installed 2-4 times during the growing season. Color palette, quantity, and specific variety shall be approved by manager prior to installation.
- 2.10 CLEAN UP
- During the course of maintenance or during, excess waste materials shall be continuously and promptly removed at the end of each work day.
- 2.11 GENERAL IRRIGATION
- A. Landscape maintenance contractor shall maintain the irrigation system in good operating condition through monthly inspections of all system components and make repairs as needed. This includes checking and verifying operation in each zone, the alignment of heads, rain sensors, controller, and check valves.
- B. Landscape maintenance contractor shall make every effort to conserve water by adjusting the programming to allow for weather changes and growth seasons. Irrigation operations should be conducted between 5:00am and 8:00 PM unless other hours are requested by the management.

- 2.12 WINTER IRRIGATION SHUT DOWN
- A. When cold weather approaches and the chance for freezing conditions exist, the system should be drained after each use.
- B. Winter shut down procedures as follows:
1. Shut water off at main gate valve
 2. Operate all manual drain valves
 3. Blank out each section valve with compressed air
 4. Set controller to zero through each section the minimum time available, once a day through Winter months
 5. If backflow prevention is installed with air valves, remove and store out of the weather.
- 2.13 SPRING IRRIGATION START UP
- A. Spring start up procedure as follows:
1. Reinstall backflow prevention
 2. Close all manual drain valves
 3. Flush run water on
 4. Cycle through each station manually until all air has escaped the system.
 5. Check for leaks and proper alignment of heads
 6. Repair and adjust system as required for proper operation
- 2.14 IRRIGATION COMPONENT REPLACEMENT
- All replacement of component parts in the irrigation system becomes necessary after normal use, and after the original period of warranty has expired (Section 2810, 3.03), the Owner is responsible for the expense of these replacement components, if there has been no misunderstanding of these terms on the part of the maintenance contractor.
- 2.15 MAINTENANCE CONTRACT
- A. These terms and conditions herein outlined shall be attached and made a part of a maintenance contract with the Owner.
- 2.16 TERMINATION OF THE MAINTENANCE CONTRACT
- All the Owner fails to make payment for a period of ninety (90) days without written clarification, the maintenance contractor may, upon twelve (12) additional days' written notice to the Owner, terminate the contract and recover from the Owner, payment for all work executed and for any proven loss sustained upon any materials, equipment, or tools, including reasonable profit and charges applicable to the maintenance contract.
- B. If the maintenance contractor defaults or persistently fails or neglects to carry out the work in accordance with the maintenance contract, the Owner, after twelve (12) days' written notice to the maintenance contractor, and without prejudice to any other remedy they may have, may make good such default and deduct the cost thereon, including compensation for additional services made necessary thereby, from the payments due or hereafter due the contractor, or at their option, may terminate the contract.

END OF SECTION



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DWYER FARMS SUBDIVISION, PHASE III
CONSTRUCTION DOCUMENTS
EDGERTON, KANSAS



REVISION	DATE	DESCRIPTION



PROJECT #: 2412-0467
CHECKED BY: LRW
DRAWN BY: CLW

DATE: 05/20/2025

SHEET # 58

TOTAL SHEETS 84

LANDSCAPE SPECIFICATIONS & DETAILS

**PLANNING COMMISSION
July 8, 2025 Minutes**

A regular session of the Edgerton Planning Commission (the Commission) was held in the Edgerton City Hall, 404 E. Nelson Street, Edgerton, Kansas on July 8, 2025. The meeting was convened when Vice Chair Jeremy Little called the meeting to order at 7:00 PM.

1. ROLL CALL

Jeremy Little	present
Tina Mathos	absent
Adam Draskovich	absent
Ray Soemer	present
Jordyn Mueller	present

With a quorum present, the meeting commenced.

Staff in attendance: Zachary Moore, Development Services Director
Chris Clinton, Planning and Zoning Coordinator

2. **WELCOME** Vice Chair Little welcomed all in attendance to the meeting.
3. **PLEDGE OF ALLEGIANCE** All present participated in the Pledge of Allegiance.

CONSENT AGENDA

4. Minutes from the June 10, 2025 Planning Commission Meeting.

Commissioner Mueller moved to approve the Consent Agenda. The motion was seconded by Commissioner Soemer. The Consent Agenda was approved, 3-0.

Regular Agenda

5. **Declaration.** There were no declarations made.

Business Requiring Action

New Business

6. **PUD2025-0002: FINAL PLANNED UNIT DEVELOPMENT PLAN/PLAT FOR DWYER FARMS PHASE III LOCATED ON THE SOUTHWEST CORNER OF 8TH STREET/EDGERTON ROAD AND BRAUN STREET/ W. 207TH STREET.**

Vice Chair Little requested the applicant present their application to the Commission.

Mr. Lee Ryherd with SMH Consultants, project engineer, addressed the Commission. He stated they are requesting approval of the third and final phase of the subdivision. He stated the third phase is on the southern and western portion of the entire development. The phase will

be comprised of 82 lots and two (2) tracts. One (1) tract will be used for detention which is currently under construction with Phase II of the development but will be dedicated as part of this plat. He explained that the plat is solely comprised of residential lots, dedicated rights-of-way and utility easements.

Vice Chair Little asked City staff to present their findings and the Staff Report.

Mr. Chris Clinton, Planning and Zoning Coordinator, spoke before the Commission. He said that the applicant is requesting approval of a Final Planned Unit Development (PUD) Plan and Plat for the third and final phase of the Dwyer Farms subdivision. The proposal is comprised of 81 single-family residential lots and two (2) common tracts over 20.92± acres. There are no current developments on the area of land proposed for this phase.

The property was annexed into the City of Edgerton on April 14, 2022, and then later zoned to the Planned Unit Development (PUD) District on August 11, 2022 under the terms and conditions of Ordinance No. 2113. Also on that date, the Governing Body did approve the Conceptual Plan for the development. The Plan/Plat of the first phase was approved on June 13, 2023, and the second phase Plan/Plat was approved on July 9, 2024. Earlier in 2025, the Commission held a public hearing regarding the Revised Conceptual Plan for the subdivision. That Revised Conceptual Plan was later approved by the Governing Body on May 8, 2025. The proposed Phase III is consistent with the Revised Conceptual Plan.

Mr. Clinton explained that Section 6.1.C of the Unified Development Code (UDC) sets requirements for all PUDs. One of the requirements is that the proposal conforms with the objectives of the Comprehensive Plan. This application directly aligns with the Future Land Use Map designation of the property as Low-to-Medium Density Residential. The proposal also aligns with many goals, policies, and action items, which include but are not limited to Goal 2.4: coordinate land use planning with transportation and other public investments; Goal 4.1: increase housing diversity in Edgerton; and Goal 4.2: promote best practices for all proposed residential development. The UDC requires the net density to be reviewed for all PUDs. The density of the Revised Conceptual Plan is 3.47 dwelling units per acre (du/ac) and the proposed density of Phase III is 3.82 du/ac. While the proposed density is higher than the Conceptual Plan, the density is not as high as Phase II, 4.41 du/ac, and will bring the entire development in compliance of the Conceptual PUD. Mr. Clinton stated that the proposed yard setbacks meet the Revised Conceptual Plan. As stated in the Conceptual Plan, the five (5) foot side yard setback will be allowed, provided that of fire-rated materials are used in construction of those homes.

He stated that the applicant has shown one (1) tree per lot in the front yard, which is consistent with the previous phases of development. A sidewalk will be constructed on one (1) side of each public street, and the City and developer will work together to ensure proper connections are made to the existing infrastructure. All infrastructure plans will need to meet the City's requirements, and all comments and details must be approved by the City Engineer prior to the commencement of any construction of public infrastructure. Previously, the applicant provided possible floorplans for the phases of development. Currently, no floorplans have been provided for the third phase. The floorplans must be provided prior to the certification of the Zoning Administrator and recording of the plat.

Mr. Clinton informed the Commission that part of the application is a Final Plat. The Final Plat must meet the requirements in Section 6.4.A and Section 13.3.G of the UDC in addition to the Johnson County Subdivision Plat requirements. The City Engineer is reviewing all of the public infrastructure plans in conjunction with the Plat. It is possible that additional easements or rights-of-way will be needed for the public infrastructure, and if they are, they are to be shown on the Plat. The Zoning Administrator will not certify the plat until all public infrastructure plans have been approved by the City Engineer. The Parcel Area Table must also be corrected to include all of the proposed lots prior to the certification of the Zoning Administrator. The City Engineer is also requiring that all easements be either utility easements or drainage easement and no sewer easements be used on the Plat. This will require the Sanitary Sewer Easement language be removed from the Owner's Certificate. The proposed easement between Lots 248 and 249 must be corrected to meet the easement requirement. There are also easements to be vacated by this Plat, but it is not made clear that new easements are being dedicated replacing those vacated easements. Any new easement must be indicated by shading or hatching appropriately on the face of the Plat.

City staff does recommend approval of PUD Final Plan/Plat Application PUD2025-0002 for Dwyer Farms, Phase III with the following stipulations:

1. Prior to the plat being recorded, the following must occur:
 - a. Floorplans for the models of homes to be constructed during this Phase must be provided.
 - b. Public infrastructure plans must be approved by the City Engineer. Any necessary changes to the Plat based on the review of those plans must be made prior to the Plat being recorded.
 - c. The exterior corner of the boundary of a subdivision of land must be monumented prior to the recording of the Plat.
 - d. The Plat must be revised to reflect the proposed lots and tracts in the Parcel Area Table.
2. Fire-rated material must be used in construction of homes in lieu of the Planning Commission and Governing Body permitting a five (5) foot side yard setback and minimum 10-foot separation between buildings.

Vice Chair Little inquired as to what the language about the sanitary sewer easements involved and if that fell under the public infrastructure stipulation. Mr. Clinton replied that the requirement was made by the City Engineer to remove the language from the Owner's Certificate on the Plat. Removing the language would not allow the dedication of any sanitary sewer easements and require all sanitary sewer infrastructure be in utility easements. Mr. Zachary Moore, Development Services Director, added that a utility easement allows for different types of infrastructure to be placed within the easement and greater flexibility for City staff to do work on different infrastructure within said easement. A sanitary sewer easement only allows for sanitary sewer infrastructure and work in that area.

Commissioner Mueller moved to recommend approval of PUD2025-0002, Final Plan/Plat for Dwyer Farms Phase III with the stipulations outlined by City staff. The motion was seconded by Commissioner Soemer. PUD2025-0002 was recommended for approval with the stipulations, 3-0.

City Council Action Item

Council Meeting Date: July 24, 2025

Department: Public Works

Agenda Item: Consider Approval of Change Order #1 to Kansas Heavy Construction, LLC for the East 2nd Street/Edgewood and East 3rd Street Reconstruction Project in the amount of \$59,075.

Background/Description of Item:

On June 8, 2023, City Council approved the professional services agreement with Renaissance Infrastructure Consulting, Inc. (RIC) for the design of the East 2nd Street Reconstruction Project. The project scope was adjusted during design to include Edgewood and East 3rd Street.

On December 12, 2024, City Council approved the concurrence to bid for the total combined project scope. On April 24, 2025, City Council approved a budget adjustment for the project to set the total budget at \$6,916,958. That same night City Council awarded the construction contract to Kansas Heavy Construction in the amount of \$5,191,817. In June 2025, Kansas Heavy began construction.

During the submittal and materials procurement stage, two bid items were identified with incorrect quantities. This includes increasing the number water services reconnections from 9 to 11 and number of fire hydrants from 3 to 8.

Additionally, during initial construction one water service line was encountered in a different location than original estimated resulting in the need for a new connection to the main. Lastly a large tree was not included in the original plan set for removal but conflicts with planned stormwater infrastructure along 2nd Street.

These four items are included in Change Order #1 and summarized below.

Description	Bid Quantity	Adjusted Quantity	Price Increase
Water Service Reconnection	9	11	\$5,000
Fire Hydrant Assembly	3	8	\$42,750
Service Line Relocation/Reconnection	NA	1	\$5,825
Tree Removal	NA	1	\$5,500
Total Change Order #1			\$59,075
Revised Contract Total			\$5,250,892

The total for Change Order #1 is \$59,075 (\$50,000 allocated to Utility Relocation and the remainder allocated to contingency) all within the project budget.

The total project funding consists of PIF LPKC Phase 1, Street Excise Tax, interest allocation, and KDOT Cost Share.

City staff recommends approval of Change Order #1 to Kansas Heavy Construction, LLC for the East 2nd Street/Edgewood and East 3rd Street Reconstruction Project.

Related Ordinance(s) or Statue(s):

<u>Funding Source:</u>	PIF LPKC Phase 1:	\$4,762,496
	Street Excise Tax:	\$427,500
	Interest Allocation:	\$726,962
	KDOT Cost Share:	\$1,000,000

Budget Allocated: \$4,762,496 (E. 2nd Street/Edgewood) and \$427,500 (E. 3rd Street) combined and revised to \$6,916,958

Finance Director Approval: 
Karen Kindle, Finance Director

Agenda Item: Approve Change Order #1 to Kansas Heavy Construction, LLC for the East 2nd Street/Edgewood and East 3rd Street Reconstruction Project in the amount of \$59,075 Increasing the Total Contract Amount to \$5,250,892.00.

Enclosed: Kansas Heavy Change Order #1

Prepared by: Holly Robertson, P.E. – CIP Project Manager

