

**EDGERTON CITY COUNCIL  
MEETING AGENDA  
CITY HALL, 404 EAST NELSON STREET  
May 11, 2017**

**Call to Order**

1. **Roll Call** \_\_\_\_ Roberts \_\_\_\_ Longanecker \_\_\_\_ Crooks \_\_\_\_ Brown \_\_\_\_ Crist \_\_\_\_ Conus
2. **Welcome**
3. **Pledge of Allegiance**

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

4. Agenda Approval
5. Approve Minutes from April 13, 2017 City Council Meeting
6. Approve Minutes from April 27, 2017 City Council Meeting

**Regular Agenda**

7. **Public Comments.** Persons who wish to address the City Council regarding items not on the agenda and that are under the jurisdiction of the City Council may do so when called upon by the Mayor. Comments on personnel matters and matters pending before court or other outside tribunals are not permitted. Please notify the City Clerk before the meeting if you wish to speak. Speakers are limited to three (3) minutes. Any presentation is for informational purposes only. No action will be taken.
8. **Declaration.** At this time Council members may declare any conflict or communication they have had that might influence their ability to impartially consider today's issues.

**Business Requiring Action**

9. **CONSIDER RESOLUTION NO. 05-11-17B AUTHORIZING THE CLOSURE OF CERTAIN PUBLIC STREETS DURING THE EDGERTON FRONTIER DAYS FESTIVAL, PERMISSION TO USE REQUESTED CITY BUILDINGS/PUBLIC SPACES, AND THE APPROVAL OF ADDITIONAL SERVICE REQUESTS**

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

10. **PUBLIC HEARING REGARDING A REQUEST BY THE FRONTIER DAYS ASSOCIATION FOR A WAIVER (AS ALLOWED PURSUANT TO SECTION 3-202 OF ARTICLE 1 OF CHAPTER III OF THE CITY CODE) OF THE PROHIBITION AGAINST SERVING ALCOHOLIC LIQUOR WITHIN 300 FEET OF THE LIBRARY FOR THE JUNE 16 AND 17, 2017 FOR THE ANNUAL FRONTIER DAYS FESTIVAL**

11. **CONSIDER RESOLUTION NO. 05-11-17C TEMPORARILY WAIVING CITY PROHIBITION AS TO THE SALE AND CONSUMPTION OF ALCOHOLIC LIQUOR ON CERTAIN PUBLIC PROPERTY, AND RECOGNIZING FRONTIER DAYS AS A "PUBLIC FESTIVAL" FOR PURPOSES OF THE CITY'S NOISE RESTRICTIONS**

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

**12. CONSIDER RESOLUTION NO. 05-11-17D AUTHORIZING SPECIAL EVENT PERMIT FOR SALE AND CONSUMPTION OF ALCOHOLIC LIQUOR ON CERTAIN PUBLIC PROPERTY WITHIN THE CITY OF EDGERTON, KANSAS**

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

**13. CONSIDER RESOLUTION NO. 05-11-17E APPROVING A FIVE-YEAR CITY/COUNTY STREET IMPROVEMENT PROGRAM**

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

**14. CONSIDER ORDINANCE NO. 1054 AUTHORIZING THE CITY OF EDGERTON, KANSAS, TO ENTER INTO AN ECONOMIC DEVELOPMENT GRANT AGREEMENT WITH SPECTRUM BRANDS, INC. AND AN AGREEMENT WITH THE SECRETARY OF THE KANSAS DEPARTMENT OF TRANSPORTATION FOR REIMBURSEMENT FOR THE COSTS OF A STREET PROJECT**

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

**15. CONSIDER LPKC SEWER MASTER PLAN**

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

**16. Report by the City Administrator**

**17. Report by the Mayor**

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

- May 16<sup>th</sup> 4:00pm – 5:30 PM – Gardner Edgerton Regional Meeting at Gardner City Hall
- May 17<sup>th</sup> Noon – Senior Lunch
- May 25<sup>th</sup> 7:00 PM – City Council Meeting
- June 8<sup>th</sup> 7:00 PM – City Council Meeting and Budget Work Session
- June 6<sup>th</sup> 6:00 PM – Planning Commission Work Session
- June 13<sup>th</sup> 7:00 PM – Planning Commission
- June 3<sup>rd</sup> 6:30 – 11:00 PM – Summer Kickoff Block Party and Movie Night
- June 16<sup>th</sup> and 17<sup>th</sup> – Edgerton Frontier Days
- June 21<sup>st</sup> Noon – Senior Lunch
- June 22<sup>nd</sup> 7:00 PM – City Council Meeting
- July 3<sup>rd</sup> 6:00 PM – Community Picnic and Fireworks Show

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

City of Edgerton, Kansas  
Minutes of City Council Regular Session  
April 13, 2017

A Regular Session of the City Council was held in the Edgerton City Hall, 404 E. Nelson Edgerton, Kansas on April 13, 2017. The meeting convened at 7:00 p.m. with Mayor Roberts presiding.

**1. ROLL CALL**

Clay Longanecker	present
Darius Crist	present
Jody Brown	present
Ron Conus	present
Cindy Crooks	absent

With a quorum present, the meeting commenced.

Staff in attendance:      City Administrator Beth Linn  
                                    Community Development Director Kenneth Cook  
                                    City Attorney Patrick Reavey  
                                    Public Works Superintendent Trey Whitaker

**2. WELCOME**

**3. PLEDGE OF ALLEGIANCE**

**CONSENT AGENDA**

- 4. Agenda Approval was considered
- 5. Minutes of February 9, 2017 were considered
- 6. Minutes of February 23, 2017 were considered
- 7. Minutes for March 9, 2017 were considered
- 8. Minutes for March 23, 2017 were considered

Motion by Brown, seconded by Crist, to approve the Consent Agenda.

Motion was approved, 4-0.

**9. PUBLIC COMMENTS**

None

**10. DECLARATION**

None

**11. PRESENTATION BY JOHNSON COUNTY CERT**

City Administrator Beth Linn introduced Johnson County Fire District 1 Captain Aaron Winkler and Justin Delong with Johnson County CERT. Community Emergency Response Team (CERT) educates citizens about disaster preparedness. CERT also trains citizens in basic disaster response skills. Johnson County Community Emergency Response Team is requesting a donation of \$1000.00. Fire Chief Rob Kirk was present and gave some background information about the fire station in Edgerton. The Edgerton station used to only staff one person, two years ago that increased to two people. At the present time, we have three fire fighters stationed in Edgerton. Chief Kirk informed all present they still have a volunteer program that has continued for the last twenty five years. He noted the volunteers are very valuable to our community.

Motion by Longanecker, seconded by Crist, to approve the request for donation of \$1000.00.

Motion was approved, 4-0.

The Council took a short break for pictures with the CERT volunteers and the Johnson County Fire District Personal.

**BUSINESS REQUIRING ACTION**

**CLARIFY OWNERSHIP OF MUSEUM**

**12. ACTION TO CLARIFY OWNERSHIP OF THE EDGERTON COMMUNITY MUSEUM STRUCTURE WAS CONSIDERED.**

Beth Linn, City Administrator, presented information about the Edgerton Community Museum Structure at 406 E. Nelson. It was previously understood by both the City of Edgerton and the Edgerton Historic Society that the ground and the structure at 406 E. Nelson were owned by the City of Edgerton. Based on recent research by EHS members, the ownership of the structure has come into question. It seems unclear whether the structure was originally deeded from the previous owner to the City of Edgerton or EHS. Mary Pritchard, on behalf of EHS, confirmed the desire for the City to own the structure. The City of Edgerton owns the ground at 406 E. Nelson.

Motion by Longanecker, seconded by Crist, to approve Patrick Reavey to prepare a quit claim deed to clarify that the City of Edgerton owns the structure at 406 E. Nelson.

Motion was approved, 4-0.

**2016 AUDIT OF FINANCIAL STATEMENTS**

**13. THE 2016 AUDIT OF FINANCIAL STATEMENTS AS PRESENTED BY VARNEY & ASSOCIATES WAS CONSIDERED**

City Administrator Beth Linn introduced April Swartz a representative from Varney & Associates, who presented the 2016 Audit of Financial Statements to the City Council. Mayor and Council were presented with an unqualified audit and informed that the audit letter forthcoming will have no management comments. April commended the staff for preparation done for completion of the

audit. Beth Linn thanked April and Varney & Associates for conducting the audit. Ms. Linn also thanked all staff members that assisted with the audit.

Motion by Brown, seconded by Longanecker, to accept the 2016 Audit of Financial Statements.

Motion was approved, 4-0.

#### **14. REPORT BY THE CITY ADMINISTRATOR**

Ms. Linn reported that District Court Judge has ruled in favor of the City of Edgerton to find it necessary to acquire the remaining five easements for construction of the sidewalk as legal use of eminent domain. The appraisers for valuation of those easements have been appointed and have forty-five days to complete that process. The public bid opening will be held on April 20<sup>th</sup>, 2017 at 9:00 am. Eight contractors attended the pre-bid meeting. Award of the construction contract will be considered by City Council on the 27<sup>th</sup> of April. Substantial project completion date expected for August 1, 2017.

Next is a report on previous resident concerns regarding a desire for street maintenance within the residential portion of Edgerton. This type of street maintenance is considered annually during the capital improvement work session scheduled for April 20<sup>th</sup> at 7:00 PM. The second resident raised concern regarding the JB Hunt property, particularly disposal of trash and stormwater runoff. Staff has been in contact with JB Hunt. Some clean up has occurred with regard to trash disposal. Kenny Cook, Community Development Director, David Hamby, City Engineer, and the Engineer for JB Hunt are working on a solution to the problems at JB Hunt. Staff will require JB Hunt to submit a schedule and remind them of the requirements of their operation due to being a conditional use permit.

The three-party agreement for LPKC allows 207<sup>th</sup> Street Grade Separation to begin design in 2017. Staff expects to release a Request for Qualifications for Design Engineer within the next 60 days. This project will be constructed using traditional design-bid-build method.

The 2018 budget calendar may need to be updated, will keep everyone posted.

The new Assistant City Administrator Scott Peterson starts on Monday.

#### **15. REPORT BY THE MAYOR**

None

#### **13. FUTURE MEETINGS/EVENT REMINDERS**

- ✓ April 19<sup>th</sup> Noon – Senior Lunch
- ✓ April 20<sup>th</sup> 7:00 PM – City Council Work Session:2018 Budget
- ✓ April 27<sup>th</sup> 7:00 PM – City Council Meeting
- ✓ May 4<sup>th</sup> – Gardner Edgerton Chamber of Commerce Annual Dinner
- ✓ May 11<sup>th</sup> 7:00 PM – City Council Meeting
- ✓ May 25<sup>th</sup> 7:00 PN – City Council Meeting

#### **15. ADJOURN**

Motion by Brown, seconded by Crist, to adjourn the meeting.

Motion was approved, 4-0. Meeting adjourned at 7:48 p.m.

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Janeice L. Rawles  
City Clerk

**Approved by the Governing Body on**

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City of Edgerton, Kansas  
Minutes of City Council Regular Session  
April 27, 2017

A Regular Session of the City Council was held in the Edgerton City Hall, 404 E. Nelson Edgerton, Kansas on April 27, 2017. The meeting convened at 7:00 p.m. with Mayor Roberts presiding.

**1. ROLL CALL**

Clay Longanecker	present
Darius Crist	present
Jody Brown	present
Ron Conus	present
Cindy Crooks	present

With a quorum present, the meeting commenced.

Staff in attendance:

- City Administrator Beth Linn
- Assistant City Administrator Scott Peterson
- Community Development Director Kenneth Cook
- City Attorney Patrick Reavey
- Public Works Superintendent Trey Whitaker

**2. WELCOME**

**3. PLEDGE OF ALLEGIANCE**

**CONSENT AGENDA**

4. Agenda Approval was considered
5. Easement for Edgerton Wastewater Treatment Plant Conversion Project was considered
6. Easements for West 8<sup>th</sup> Street Sidewalk Project were considered
7. Application FP2016-04, Final Plat, Midwest Gateway and Accept any Dedications was considered
8. Recommendation of Engineer to Award Construction of the West 8<sup>th</sup> Street Sidewalk Improvements to Phillips Constructionks, LLC and Authorize the Mayor to execute the Contract was considered
9. Authorization for Construction of LPKC Sewer Interceptor, Phase II was considered

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

Motion was approved, 5-0

**10. PUBLIC COMMENTS**

None

**11. DECLARATION**

None

**BUSINESS REQUIRING ACTION**

**WIDMER PUBLIC STREET PHASE I**

**12. RECOMMENDATION OF ENGINEER TO AWARD CONSTRUCTION OF WIDMER PUBLIC STREET PHASE I TO CLARKSON CONSTRUCTION COMPANY AND AUTHORIZE THE MAYOR TO EXECUTE THE CONTRACT WAS CONSIDERED.**

Bid opening was held on the 18<sup>th</sup> of April, with a total of three bids received. Clarkson Construction Company submitted the low bid; staff's opinion is that Clarkson is qualified to construct this project. No general fund dollars will be used for the construction of the project, funds will be from Kansas Department of Transportation and from the public infrastructure fund. A notice to proceed will be issued on April 28, 2017 with substantial completion by June 15 and final completion by July, 2017.

Motion by Longanecker, seconded by Brown, to approve Clarkson Construction Company for the Widmer Public Street, Phase 1 project.

Motion was approved, 5-0

- \* Mayor Roberts introduced Kevin O'Brien with The Reilly Group, city insurance company. Mr. O'Brien was here to discuss the Pollution Liability and the termination of coverage for the East Nelson Street Wastewater Treatment Plant. A proposed 1,2, or 3 year tail plan was offered, a tail plan extends the date in which claims occurred prior to 05-15-2017 are actually reported. The policy has changed and now allows a 90 day timeframe for decision of coverage. Mayor and City Council agreed that the 90 day timeframe should allow time for any claims to be submitted.

**191<sup>ST</sup> AND WAVERLY TRAFFIC SIGNAL**

**13. RECOMMENDATION OF ENGINEER TO AWARD CONSTRUCTION OF 191<sup>ST</sup> AND WAVERLY TRAFFIC SIGNAL TO J. WARREN CO., INC. AND AUTHORIZE THE MAYOR TO EXECUTE THE CONTRACT WAS CONSIDERED.**

Beth Linn, City Administrator, provided the background information for the construction of 191<sup>st</sup> and Waverly Traffic Signal project. The public bid opening was held on April 11, 2017 with a total of four bids received. All bids came in below the engineer's estimate. One bid was rejected due to failure to submit the entire project manual and required accompanying contract provisions. It is the opinion of staff and City Engineer that J. Warren Co. is qualified to construct this project and recommended for award of construction.

Motion by Crooks, seconded by Longanecker, to reject the incomplete bid and approve the bid from J. Warren Co.

Motion was approved, 5-0.



**ORDINANCE NO 1053 REZONING**

- 14. ORDINANCE NO 1053 ADOPTING A RECOMMENDATION BY THE CITY PLANNING COMMISSION TO APPROVE REZONING OF APPROXIMATELY 80 ACRES OF LAND (EAST SIDE OF MONTROSE STREET AND SOUTH OF 183<sup>RD</sup> Street) in EDGERTON, KANSAS FROM JOHNSON COUNTY RUR, RURAL, TO THE L-P, LOGISTICS PARK DISTRICT WAS CONSIDERED.**

Kenny Cook, Community Development Director, presented information about the zoning change. The zoning of approximately 80 acres in Edgerton, Kansas from Johnson county RUR, RURAL, to the L-P Logistics Park District is being considered.

Motion by Longanecker, seconded by Brown, to approve Ordinance No. 1053.

Motion approved, 5-0.

**15. CONSIDER APPROVAL OF PARKS MASTER PLAN**

After some review and discussion, Mayor and City Council indicated they need more time to review the Parks Master Plan.

Motion by Longanecker, seconded by Brown, to table the Parks Master Plan until a future meeting.

Motion was approved, 5-0.

**PUBLIC HEARING-RESOLUTION NO 04-27-17A**

- 16. PUBLIC HEARING REGARDING RESOLUTION NO 04-27-17A CONSENTING TO THE PARTIAL ASSIGNMENT OF A RESOLUTION OF INTENT FROM EDGERTON LAND HOLDING COMPANY, LLC TO ELHC VI, LLC, OR ITS SUCCESSORS IN INTEREST WAS CONSIDERED.**

The City of Edgerton's bond counsel Scott Anderson was present to give information on IRB'S (Internal Revenue Bond) and answer any questions. The Public Hearing opened at 7:26, and with no questions or concerns the Public Hearing closed at 7:27.

**RESOLUTION NO 04-27-17A**

- 17. RESOLUTION NO 04-27-17A CONSENTING TO THE PARTIAL ASSIGNMENT OF A RESOLUTION OF INTENT FROM EDGERTON LAND HOLDING COMPANY, LLC TO ELHC VI, LLC, OR ITS SUCCESSORS IN INTEREST WAS CONSIDERED.**

The public hearing was held and the cost benefit summary was issued, time now to approve the assignment of a resolution of intent. Mayor Roberts addressed the School District #231 letter.

Motion by Longanecker, seconded by Brown, to approve Resolution No 04-27-17A.

Motion was approved, 5-0.

**PUBLIC HEARING 04-27-17B**

- 18. PUBLIC HEARING REGARDING RESOLUTION NO. 04-27-17B CONSENTING TO THE PARTIAL ASSIGNMENT OF A RESOLUTION OF INTENT FROM EDGERTON LAND HOLDING COMPANY, LLC TO ELHC IX, LLC, OR ITS SUCCESSORS IN INTEREST WAS CONSIDERED.**

Mayor Roberts opened public hearing at 7:40 and there being no questions or concerns the public hearing was closed at 7:41 pm.

**RESOLUTION NO 04-27-17B**

- 19. RESOLUTION NO. 04-27-17B CONSENTING TO THE PARTIAL ASSIGNMENT OF A RESOLUTION OF INTENT FROM EDGERTON LAND HOLDING COMPANY, LLC TO ELHC IX, LLC, OR ITS SUCCESSORS IN INTEREST WAS CONSIDERED.**

Motion by Brown, seconded by Longanecker, to approve Resolution No. 04-27-17B.

Motion was approved, 5-0.

**PUBLIC HEARING 04-27-17C**

- 20. PUBLIC HEARING REGARDING RESOLUTION NO. 04-27-17C CONSENTING TO THE PARTIAL ASSIGNMENT OF A RESOLUTION OF INTENT FROM EDGERTON LAND HOLDING COMPANY, LLC TO ELHC XXI, LLC, OR ITS SUCCESSORS IN INTEREST WAS CONSIDERED.**

Mayor Roberts opened public hearing at 7:42 and there being no questions or concerns the public hearing was closed at 7:42 pm.

**RESOLUTION NO. 04-27-17C**

- 21. RESOLUTION NO. 04-27-17C CONSENTING TO THE PARTIAL ASSIGNMENT OF A RESOLUTION OF INTENT FROM EDGERTON LAND HOLDING COMPANY, LLC TO ELHC XXI, LLC, OR ITS SUCCESSORS IN INTEREST WAS CONSIDERED.**

Motion by Crooks, seconded by Crist, to approve Resolution no. 04-27-17C.

Motion was approved, 5-0.

**PUBLIC HEARING 04-27-17D**

- 22. PUBLIC HEARING REGARDING RESOLUTION NO. 04-27-17D CONSENTING TO THE PARTIAL ASSIGNMENT OF A RESOLUTION OF INTENT FROM EDGERTON LAND HOLDING COMPANY, LLC TO COLDPOINT LOGISTICS REAL ESTATE, LLC, OR ITS SUCCESSORS IN INTEREST WAS CONSIDERED.**

Mayor Roberts opened public hearing at 7:45 and there being no questions or concerns the public hearing was closed at 7:46 pm.

**RESOLUTION NO. 04-27-17D**

- 23. RESOLUTION NO. 04-27-17D CONSENTING TO THE PARTIAL ASSIGNMENT OF A RESOLUTION OF INTENT FROM EDGERTON LAND HOLDING COMPANY, LLC TO COLDPOINT LOGISTICS REAL ESTATE, LLC, OR ITS SUCCESSORS IN INTEREST WAS CONSIDERED.**

Motion by Brown, seconded by Longanecker, to approve Resolution No 04-27-17D.

Motion was approved, 5-0.

**RESOLUTION NO. 04-27-17E**

- 24. RESOLUTION NO. 04-27-17E CONSENTING TO THE ASSIGNMENT OF A BASE LEASE, LEASE AGREEMENT AND OTHER BOND DOCUMENTS IN CONNECTION WITH THE CITY'S INDUSTRIAL REVENUE BONDS (ELHC II, LLC PROJECT), SERIES 2013, AND AUTHORIZING A COLLATERAL ASSIGNMENT, ESTOPPEL AND SUBORDINATION AGREEMENT WAS CONSIDERED.**

Motion by Longanecker, seconded by Crooks to approve Resolution numbers 04-27-17E through 04-27-17W (agenda items 24-42) consenting to the supplemental base leases, lease agreements and performance agreements for the 9 ELHC projects referenced therein and consenting to the assignment of 10 ELHC projects from the ELHC entities referenced therein to the new joint venture entities referenced in the resolutions.

Mayor reported that it has been moved and seconded to approve Resolution numbers 04-27-17E through 04-27-17W consenting to the supplemental base leases, lease agreements and performance agreements for the 9 ELHC projects referenced therein and consenting to the assignment of 10 ELHC entities referenced therein to the new joint venture entities referenced in the resolutions.

Would any Council Member like to pull any of the Resolutions out for individual discussion?

Hearing none, would the clerk please call the vote.

Conus-Yea; Crooks-Yea; Longanecker-Yea; Brown-Yea; Crist-Yea; Motion was approved, 5-0.

**RESOLUTION NO 04-17-17F**

- 25. RESOLUTION NO. 04-27-17F CONSENTING TO A FIRST SUPPLEMENTAL BASE LEASE, FIRST SUPPLEMENTAL LEASE AGREEMENT AND FIRST AMENDMENT TO PERFORMANCE AGREEMENT IN CONNECTION WITH THE CITY'S INDUSTRIAL REVENUE BONDS (ELHC IV, LLC PROJECT), SERIES 2014 WAS CONSIDERED AND APPROVED.**

**RESOLUTION NO 04-17-17G**

- 26. RESOLUTION NO. 04-27-17G CONSENTING TO THE ASSIGNMENT OF A BASE LEASE, LEASE AGREEMENT AND OTHER BOND DOCUMENTS IN CONNECTION WITH THE CITY'S INDUSTRIAL REVENUE BONDS (ELHC IV, LLC PROJECT), SERIES 2014, AND AUTHORIZING A COLLATERAL ASSIGNMENT, ESTOPPEL AND SUBORDINATION AGREEMENT WAS CONSIDERED AND APPROVED.**

**RESOLUTION NO 04-27-17H**

- 27. RESOLUTION NO. 04-27-17H CONSENTING TO A FIRST SUPPLEMENTAL BASE LEASE, FIRST SUPPLEMENTAL LEASE AGREEMENT AND FIRST AMENDMENT TO PERFORMANCE AGREEMENT IN CONNECTION WITH THE CITY'S INDUSTRIAL REVENUE BONDS (ELHC V, LLC PROJECT), SERIES 2016 WAS CONSIDERED AND APPROVED.**

**RESOLUTION NO 04-27-17I**

- 28. RESOLUTION NO. 04-27-17I CONSENTING TO THE ASSIGNMENT OF A BASE LEASE, LEASE AGREEMENT AND OTHER BOND DOCUMENTS IN CONNECTION WITH THE CITY'S INDUSTRIAL REVENUE BONDS (ELHC V, LLC PROJECT), SERIES 2016, AND AUTHORIZING A COLLATERAL ASSIGNMENT, ESTOPPEL AND SUBORDINATION AGREEMENT WAS CONSIDERED AND APPROVED.**

**RESOLUTION NO 04-27-17J**

- 29. RESOLUTION NO. 04-27-17J CONSENTING TO A FIRST SUPPLEMENTAL BASE LEASE, FIRST SUPPLEMENTAL LEASE AGREEMENT AND FIRST AMENDMENT TO PERFORMANCE AGREEMENT IN CONNECTION WITH THE CITY'S INDUSTRIAL REVENUE BONDS (ELHC XI, LLC PROJECT), SERIES 2015 WAS CONSIDERED AND APPROVED.**

**RESOLUTION NO 04-27-17K**

- 30. RESOLUTION NO. 04-27-17K CONSENTING TO THE ASSIGNMENT OF A BASE LEASE, LEASE AGREEMENT AND OTHER BOND DOCUMENTS IN CONNECTION WITH THE CITY'S INDUSTRIAL REVENUE BONDS (ELHC XI, LLC PROJECT), SERIES 2015, AND AUTHORIZING A COLLATERAL ASSIGNMENT, ESTOPPEL AND SUBORDINATION AGREEMENT WAS CONSIDERED AND APPROVED.**

**RESOLUTION NO 04-27-17L**

- 31. RESOLUTION NO. 04-27-17L CONSENTING TO A FIRST SUPPLEMENTAL BASE LEASE, FIRST SUPPLEMENTAL LEASE AGREEMENT AND FIRST AMENDMENT TO PERFORMANCE AGREEMENT IN CONNECTION WITH THE CITY'S INDUSTRIAL REVENUE BONDS (ELHC XII, LLC PROJECT), SERIES 2015 WAS CONSIDERED AND APPROVED.**

**RESOLUTION NO 04-27-17M**

- 32. RESOLUTION NO. 04-27-17M CONSENTING TO THE ASSIGNMENT OF A BASE LEASE, LEASE AGREEMENT AND OTHER BOND DOCUMENTS IN CONNECTION WITH THE CITY'S INDUSTRIAL REVENUE BONDS (ELHC XII, LLC PROJECT), SERIES 2015, AND AUTHORIZING A COLLATERAL ASSIGNMENT, ESTOPPEL AND SUBORDINATION AGREEMENT WAS CONSIDERED AND APPROVED.**

**RESOLUTION NO 04-27-17N**

- 33. RESOLUTION NO. 04-27-17N CONSENTING TO A SECOND SUPPLEMENTAL BASE LEASE, SECOND SUPPLEMENTAL LEASE AGREEMENT AND FIRST AMENDMENT TO PERFORMANCE AGREEMENT IN CONNECTION WITH THE CITY'S INDUSTRIAL REVENUE BONDS (ELHC XIV, LLC PROJECT), SERIES 2015 AND SERIES 2016 WAS CONSIDERED AND APPROVED.**

**RESOLUTION NO 04-27-17O**

- 34. RESOLUTION NO. 04-27-17O CONSENTING TO THE ASSIGNMENT OF A BASE LEASE, LEASE AGREEMENT AND OTHER BOND DOCUMENTS IN CONNECTION WITH THE CITY'S INDUSTRIAL REVENUE BONDS (ELHC XIV, LLC PROJECT), SERIES 2015, AND AUTHORIZING A COLLATERAL ASSIGNMENT, ESTOPPEL AND SUBORDINATION AGREEMENT WAS CONSIDERED AND APPROVED.**

**RESOLUTION NO 04-27-17P**

- 35. RESOLUTION NO. 04-27-17P CONSENTING TO A FIRST SUPPLEMENTAL BASE LEASE, FIRST SUPPLEMENTAL LEASE AGREEMENT AND FIRST AMENDMENT TO PERFORMANCE AGREEMENT IN CONNECTION WITH THE CITY'S INDUSTRIAL REVENUE BONDS (ELHC XV, LLC PROJECT), SERIES 2016 WAS CONSIDERED AND APPROVED.**

**RESOLUTION NO 04-27-17Q**

- 36. RESOLUTION NO. 04-27-17Q CONSENTING TO THE ASSIGNMENT OF A BASE LEASE, LEASE AGREEMENT AND OTHER BOND DOCUMENTS IN CONNECTION WITH THE CITY'S INDUSTRIAL REVENUE BONDS (ELHC XV, LLC PROJECT), SERIES 2016, AND AUTHORIZING A COLLATERAL ASSIGNMENT, ESTOPPEL AND SUBORDINATION AGREEMENT WAS CONSIDERED AND APPROVED.**

**RESOLUTION NO 04-27-17R**

- 37. RESOLUTION NO. 04-27-17R CONSENTING TO A FIRST SUPPLEMENTAL BASE LEASE, FIRST SUPPLEMENTAL LEASE AGREEMENT AND FIRST AMENDMENT TO PERFORMANCE AGREEMENT IN CONNECTION WITH THE CITY'S INDUSTRIAL REVENUE BONDS (ELHC XXXI, LLC PROJECT), SERIES 2016 WAS CONSIDERED AND APPROVED.**

**RESOLUTION NO 04-27-17S**

- 38. RESOLUTION NO. 04-27-17S CONSENTING TO THE ASSIGNMENT OF A BASE LEASE, LEASE AGREEMENT AND OTHER BOND DOCUMENTS IN CONNECTION WITH THE CITY'S INDUSTRIAL REVENUE BONDS (ELHC XXXI, LLC PROJECT), SERIES 2016, AND AUTHORIZING A COLLATERAL ASSIGNMENT, ESTOPPEL AND SUBORDINATION AGREEMENT WAS CONSIDERED AND APPROVED.**

**RESOLUTION NO 04-27-17T**

- 39. RESOLUTION NO. 04-27-17T CONSENTING TO A FIRST SUPPLEMENTAL BASE LEASE, FIRST SUPPLEMENTAL LEASE AGREEMENT AND FIRST AMENDMENT TO PERFORMANCE AGREEMENT IN CONNECTION WITH THE CITY'S INDUSTRIAL REVENUE BONDS (ELHC XXXII, LLC PROJECT), SERIES 2016 WAS CONSIDERED AND APPROVED.**

**RESOLUTION NO 04-27-17U**

- 40. RESOLUTION NO. 04-27-17U CONSENTING TO THE ASSIGNMENT OF A BASE LEASE, LEASE AGREEMENT AND OTHER BOND DOCUMENTS IN CONNECTION WITH THE CITY'S INDUSTRIAL REVENUE BONDS (ELHC XXXII, LLC PROJECT), SERIES 2016, AND AUTHORIZING A COLLATERAL ASSIGNMENT, ESTOPPEL AND SUBORDINATION AGREEMENT WAS CONSIDERED AND APPROVED.**

**RESOLUTION NO 04-27-17V**

- 41. RESOLUTION NO. 04-27-17V CONSENTING TO A FIRST SUPPLEMENTAL BASE LEASE, FIRST SUPPLEMENTAL LEASE AGREEMENT AND FIRST AMENDMENT TO PERFORMANCE AGREEMENT IN CONNECTION WITH THE CITY'S INDUSTRIAL REVENUE BONDS (ELHC XXXIII, LLC PROJECT), SERIES 2016 WAS CONSIDERED AND APPROVED.**

**RESOLUTION NO 04-27-17W**

- 42. RESOLUTION NO. 04-27-17W CONSENTING TO THE ASSIGNMENT OF A BASE LEASE, LEASE AGREEMENT AND OTHER BOND DOCUMENTS IN CONNECTION WITH THE CITY'S INDUSTRIAL REVENUE BONDS (ELHC XXXIII, LLC PROJECT), SERIES 2016, AND AUTHORIZING A COLLATERAL ASSIGNMENT, ESTOPPEL AND SUBORDINATION AGREEMENT WAS CONSIDERED AND APPROVED.**

**43. REPORT BY THE CITY ADMINISTRATOR**

The Gardner Edgerton Chamber of Commerce Annual Dinner is Thursday May 4<sup>th</sup>; there are four chairs for the City of Edgerton.

The Personnel Manual should be ready in May.

**44. REPORT BY THE MAYOR**

None

**45. FUTURE MEETING/ EVENT REMINDERS:**

- April 29th, 10:00 am - Big Bull Creek Park Groundbreaking Ceremony (1/4 mile north of W. 207th Street on Sunflower Road)
- May 4th – Gardner Edgerton Chamber of Commerce Annual Dinner
- May 11th 7:00 PM – City Council Meeting and Budget Work Session
- May 16th 4:00 – 5:30 PM – Gardner Hosts Regional Meeting, Gardner City Hall
- May 25th 7:00 PM – City Council Meeting

**46. Adjourn** Motion: Crooks      Second: Brown      Vote:      5-0

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Janeice L. Rawles  
City Clerk

**Approved by the Governing Body on**

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## AGENDA ITEM INFORMATION FORM

**Agenda Item:** Consider Resolution No. 05-11-17A Authorizing the Closure of Certain Public Streets During the Edgerton Summer Kickoff Block Party

**Department:** Parks and Recreation

**Background/Description of Item:** On Saturday, June 3<sup>rd</sup>, the City of Edgerton will host the Summer Kickoff Block Party in Downtown Edgerton. The event includes a block party with inflatables, games, DJ, face painting, contests and more from 6:30 PM to 9:00 PM. Once the sun goes down, the City will host the first Downtown Summer Movie Night featuring Moana.

To support this event, the Parks and Recreation Coordinator has requested the closure of Nelson Street (between East 4<sup>th</sup> Street and East 3<sup>rd</sup> Street) from 5:00 PM – 11:00 PM.

City staff has reviewed the proposed street closures and does not anticipate any conflicts or issues. City staff will inform the Johnson County Sheriff's Office, Johnson County Fire District 1 and Johnson County Med-Act of the proposed closings.

Enclosure: Draft Resolution No. 05-11-17A  
Summer Kickoff Block Party Special Event Application

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

**Recommendation:** Approve Resolution No. 05-11-17A Authorizing the Closure of Certain Public Streets During the Edgerton Summer Kickoff Block Party

**Funding Source:** N/A

Prepared by: Tegan Meadors, Parks and Recreation Coordinator  
Date: May 8, 2017

**RESOLUTION NO. 05-11-17A**

**A RESOLUTION APPROVING THE CLOSURE OF THE PUBLIC STREETS NAMED HEREIN DURING THE EDGERTON SUMMER KICKOFF BLOCK PARTY**

**WHEREAS**, the City Council of the City of Edgerton, Kansas wishes to provide a safe and enjoyable Summer Kickoff Block Party and;

**WHEREAS**, City staff has reviewed the proposed street closures and does not anticipate any conflicts or issues that would prevent said closures;

**WHEREAS**, the following public streets shall be closed to vehicular traffic during Edgerton Summer Kickoff Block Party between 5:00 PM until 11:00 PM on June 3, 2017:

- Nelson Street between East 4<sup>th</sup> Street to East 3<sup>rd</sup> Street

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EDGERTON, KANSAS** that the City hereby authorizes the closure of the public streets named above for the duration named above for the Edgerton Summer Kickoff Block Party.

**SECTION ONE: EFFECTIVE DATE**

This Resolution shall take effect and be in full force immediately after its adoption by the Governing Body.

ADOPTED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR OF THE CITY OF EDGERTON, KANSAS ON THE 11<sup>TH</sup> DAY OF MAY, 2017.

ATTEST:

**CITY OF EDGERTON, KANSAS**

\_\_\_\_\_  
Janeice Rawles, City Clerk

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

APPROVED AS TO FORM:

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





**City of Edgerton, Kansas**  
**Special Event Permit Application**

Date Stamp Received:

Received by:

**Cover Page**

Summer Kickoff Block Party, 6-3-17

Attachments Included with Application:

☒ List of services requested by the City and/or County

☒ Map Description of publicly owned property for event

☐ Description of publicly owned vehicles/equipment for event

☐ Classification of dangerous and/or exotic animals

☒ Operator's Certificate of Insurance

☐ Sponsoring Agency's Certificate of Insurance

☐ Completed Indemnification Statement

☒ Site/Route/Staging/Dispersion/Parking Plans (Including, but not limited to, bulleted items below)

- Assembly areas
- Fire hydrant locations
- Normal routes of fire department vehicle access (20 Foot-wide minimum)
- Main Entrances/Exits
- Food Vendor Fire Extinguishers, with minimum rating of 2A10BC
- Ensure Extension Cord(s) used to power food production or other portable equipment is minimum 12-gauge.
- Vendor Sites (includes food, merchant, non-commercial vendor)
- Barricade/signs
- Street/Sidewalk closures

☐ Fee

☒ Emergency Plan (for reporting fire or other emergency)



## City of Edgerton, Kansas Special Event Permit Application

Submit this application, with supporting documentation and fees to:

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

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

### APPLICANT INFORMATION (Primary Contact):

Name: Scott Peterson  
Address: 404 E Nelson Edgerton Zip Code: 66021  
Driver's License Number and State Issue: KS K02-04-3891  
Home phone: N/A Cell phone: 816-734-5390  
E-Mail: speterson@edgertonks.org Employer's Number: 913-893-6231

### OPERATOR/ORGANIZATION/AUTHORIZED MEMBER/SPONSOR:

Operator/Organization/Authorized Member/Sponsor:

City of Edgerton  
Address: 404 E. Nelson, Edgerton Zip Code: 66021  
Business Phone: 913-893-6231 Fax: 913-893-6231  
E-Mail: tmeadors@edgertonks.org Web-Site: www.edgertonparks.org  
Is the event for profit? Yes ☒ No

If no, who is beneficiary: \_\_\_\_\_

Registration/Entry Fee for event? Yes ☒ No

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

### EVENT INFORMATION:

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

Date/s of Event: 6-3-17

Hours of Event: 6:30 pm - 11 pm

Location of Event: Downtown Edgerton (greenspace at 319 E. Nelson and Nelson St. from 3<sup>rd</sup> St to 4<sup>th</sup> St.)  
★ See Map Attached. 1

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

Event Details: NO Alcohol/Cereal Malt Beverage Served  
NO Alcohol /Cereal Malt Beverage Sales  
1 Number of Food Vendors  
0 Number of Merchant Vendors  
0 Number of Non-Commercial Vendors  
NO Animals  
Yes Street/Sidewalk Closure  
see Attached Map

**Equipment at Event:**

Yes Amplified Speaking/Music  
Hours: 6pm to 11pm  
Yes Portable Restrooms  
DJ + Movie Set Stage/Props/Production  
Yes Dumpsters/Receptacles  
Yes Signage  
\_\_\_\_ Barricades (Number of volunteers staffing)  
\_\_\_\_ Other item/s: \_\_\_\_\_

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

Food Vendor Tax Information: Food vendor is not making sales at event. The  
Merchant Vendor Tax Information: \_\_\_\_\_ vendor will be  
serving custards + what are

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

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

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

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

**APPLICANT'S STATEMENT OF AGREEMENT:**

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

Scott E. Peterson, Assistant City Administrator  
Name of Applicant and Title, if any (Print or type)

SAEP  
Signature of Applicant

Date: 05/04/17



**Street Closure Request:**

**Street:** East Nelson St. from 4<sup>th</sup> St. to 3<sup>rd</sup> St.

**Date:** Saturday, June 3, 2017

**Begin Time:** 5pm

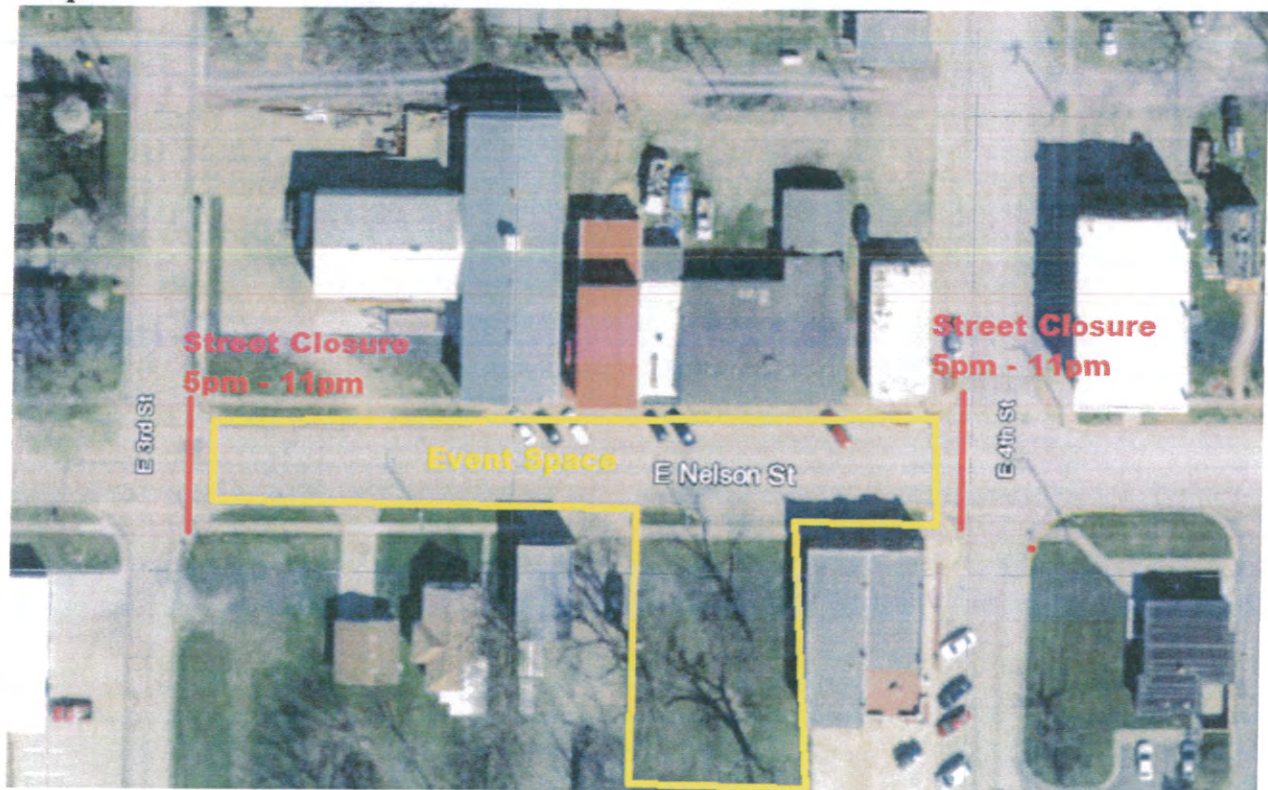
**End Time:** 11pm

**General Event Information:** Please see flyer attached.

**Emergency Plan:** During an emergency, the Parks and Recreation Coordinator or another City staff member, will contact the Johnson County Sheriff's Office or the Fire Dept. immediately.

**Weather:** This event will be weather-dependent. The event will be cancelled in the case of severe weather. Edgerton does not have a designated storm Shelter.

**Note:** The Fire Department and Cops N' Bobbers organization will be participating in this event.

**Map:**



# SUMMER KICKOFF

## BLOCK PARTY

**Saturday, June 3 · Downtown Edgerton (319 E. Nelson)**

**6:30 p.m. – 9:00 p.m.** Block Party

**9:00 p.m. – 11:00 p.m.** Downtown Summer Movie Night

Help us kick off the summer right with a community block party! The fun begins at 6:30 p.m. with inflatables and games, music by DJ Phil Davis, face painting, contests and prizes! The Fire Department will be set up with a fun activity and Docey Dandies will give an introduction to square dancing and a line dancing tutorial! Don't be late, the **first 200 guests will receive a free Sheridan's Frozen Custard treat!**

Once the sun goes down, stick around for the first Downtown Summer Movie Night of the year! We'll be showing **Moana** on the big screen in the green space. Concessions will be available. Please bring your own chairs and blankets as seating will not be provided.



## AGENDA ITEM INFORMATION FORM

**Agenda Item:** Consider Resolution No. 05-11-17B Authorizing the Closure of Certain Public Streets During the Edgerton Frontier Days Festival, Permission to use requested City Buildings/Public Spaces, and the approval of additional Service Requests.

**Department:** Parks and Recreation

**Background/Description of Item:** The Edgerton community celebrates it's heritage with their annual Frontier Days. Since 1971 this celebration has brought the town together through carnival, craft, sports, music and parade. This year's event will take place Friday June 16<sup>th</sup> – Saturday, June 17<sup>th</sup>. Full schedule of details may be found at the event website at <https://frontier-days.com/>. The event is supported by the Edgerton Frontier Days Association.

Similar to recent years, the Edgerton Frontier Days Association has made several requests to support the event that includes closure of various public streets, use of certain city facilities/public spaces, etc. Below is a summary of those requests. Additionally, please find enclosed a draft resolution to approve those requests.

### **Street Closure**

The Edgerton Frontier Days Committee has requested the closure of the following street beginning at 9:00 AM on Tuesday, June 13<sup>th</sup> until 12:00 PM on Sunday, June 18<sup>th</sup>:

- East 4<sup>th</sup> Street between Nelson and McCarty Streets;

The Edgerton Frontier Days Committee has requested the closure of the following streets beginning at 9am on Friday, June 16<sup>th</sup> until 12:00 PM on Sunday, June 18<sup>th</sup>.

- East 4<sup>th</sup> Street between Nelson and south to the nearest alley;
- Nelson Street between 3<sup>rd</sup> and East 4<sup>th</sup> Streets and;
- Nelson Street between East 4<sup>th</sup> Street to the Metcalf Bank drive located on Nelson Street

The Edgerton Frontier Days Committee has requested the closure of the following street on Saturday, June 17<sup>th</sup> for the community parade.

- Nelson Street between West 8<sup>th</sup> Street to East 5<sup>th</sup> Street.

### **Use of City Facilities/Public Spaces**

The Edgerton Frontier Days Committee has requested permission to use the following City Facilities/Public Spaces during the time of the festival:

- Downtown greenspace along with all designated streets and sidewalks that are request as street closures;
- Office and garage located at 305 E. Nelson;
- City Hall;
- Downtown Maintenance shop beginning on Monday, June 12<sup>th</sup> at 8:00 AM.

### **Additional Service Requests**

The Edgerton Frontier Days Committee has requested the following additional Service Requests to support the festival:

- City to hang street banners by Wednesday, June 14<sup>th</sup>;

- City to order event dumpsters and trash bins for the festival days;
- City to issue camping permits to carnival workers at Edgerton Lake for the week prior to the festival and during the festival.

City staff has reviewed the proposed street closures, the facility/public space use requests, and other service requests and does not anticipate any conflicts or issues.

City staff recommends approving all requests pending proof of the following:

- Certificate of Insurance for Edgerton Frontier Days with the City of Edgerton additionally insured.
- Certificate of Insurance for each Vendor with the City of Edgerton additionally insured.

If approved, City staff will inform the Johnson County Sheriff's Office and Johnson County Fire District 1 of the proposed closings.

City Attorney has not yet reviewed the draft resolution; however, will provide any changes during council meeting.

Enclosure: Draft Resolution No. 05-11-17B  
Frontier Days Special Event Application

<b>Related Ordinance(s) or Statute(s):</b>
--

<b>Recommendation:</b> Approve Resolution No. 05-11-17B Authorizing the Closure of Certain Public Streets During the Edgerton Frontier Days Festival, Permission to use requested City Buildings/Public Spaces, and the approval of additional Service Requests.
--

<b>Funding Source:</b> N/A
----------------------------

Prepared by: Tegan Meadors, Parks and Recreation Coordinator  
Date: May 8, 2017



## **RESOLUTION NO. 05-11-17B**

### **A RESOLUTION APPROVING THE CLOSURE OF THE PUBLIC STREETS NAMED HEREIN AND USE OF CITY FACILITIES/PUBLIC SPACES DURING THE EDGERTON FRONTIER DAYS FESTIVAL**

**WHEREAS**, the City Council of the City of Edgerton, Kansas wishes to provide a safe and enjoyable Frontier Days Festival and;

**WHEREAS**, City staff has reviewed the proposed street closures and does not anticipate any conflicts or issues that would prevent said closures;

**WHEREAS**, the following public streets shall be closed to vehicular traffic during Edgerton Frontier Days between 9:00 AM on June 13, 2017 until 12:00 PM on June 18, 2017:

- East 4th Street between Nelson and McCarty Streets;

**WHEREAS**, the following public streets shall be closed to vehicular traffic during Edgerton Frontier Days between 9:00 AM on June 16, 2017 until 12:00 PM on June 18, 2017:

- East 4th Street between Nelson and south to the nearest alley;
- Nelson Street between East 3rd and East 4th Streets and;
- Nelson Street between East 4th Street to the Metcalf Bank drive located on Nelson Street

**WHEREAS**, the following public streets shall be closed to vehicular traffic during Edgerton Frontier Days on June 17, 2017 during the Frontier Days Parade: Nelson Street from West 8th to East 5th Streets

**WHEREAS**, the following City owned facilities and public spaces will be reserved for the use of Edgerton Frontier Days.

- Downtown Greenspace along with all designated streets and sidewalks that are requested as street closures
- Office and garage located at 305 E. Nelson
- City Hall
- Downtown Maintenance shop

**WHEREAS**, the following service requests will be carried out by the City.

- Hang street banners.
- Provide event dumpsters and trash bins.
- Issue camping permits to carnival workers at Edgerton Lake for the week prior to the festival and during the festival.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EDGERTON, KANSAS** that the City hereby authorizes the closure of the public streets named above for the duration named above for the Edgerton Frontier Days Festival.

**SECTION ONE: EFFECTIVE DATE**

This Resolution shall take effect and be in full force immediately after its adoption by the Governing Body.

ADOPTED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR OF THE CITY OF EDGERTON, KANSAS ON THE 11<sup>TH</sup> DAY OF MAY, 2017.

ATTEST:

**CITY OF EDGERTON, KANSAS**

\_\_\_\_\_  
Janeice Rawles, City Clerk

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

APPROVED AS TO FORM:

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

**City of Edgerton, Kansas**  
**Special Event Permit Application**

**Cover Page**

Edgerton Frontier Days, 5-8-17

Attachments Included with Application:

☒ List of services requested by the City and/or County

☒ Description of publicly owned property for event

☐ Description of publicly owned vehicles/equipment for event

☐ Classification of dangerous and/or exotic animals

Pending ☐ Operator's Certificate of Insurance

Pending ☐ Sponsoring Agency's Certificate of Insurance

☐ Completed Indemnification Statement

☒ Site/Route/Staging/Dispersal/Parking Plans (Including, but not limited to, bulleted items below)

- Assembly areas
- Fire hydrant locations
- Normal routes of fire department vehicle access (20 Foot-wide minimum)
- Main Entrances/Exits
- Food Vendor Fire Extinguishers, with minimum rating of 2A10BC
- Ensure Extension Cord(s) used to power food production or other portable equipment is minimum 12-gauge.
- Vendor Sites (includes food, merchant, non-commercial vendor)
- Barricade/signs
- Street/Sidewalk closures

☒ Fee

☐ Emergency Plan (for reporting fire or other emergency)



## City of Edgerton, Kansas Special Event Permit Application

Submit this application, with supporting documentation and fees to:

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

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

### APPLICANT INFORMATION (Primary Contact):

Name: Glyn Powers, president  
Address: 1606 W. 8<sup>th</sup> St. Edgerton KS Zip Code: 66021  
Driver's License Number and State Issue: K 02-40-4556 Ks.  
Home phone: \_\_\_\_\_ Cell phone: 913-238-9539  
E-Mail: \_\_\_\_\_ Employer's Number: \_\_\_\_\_

### OPERATOR/ORGANIZATION/AUTHORIZED MEMBER/SPONSOR:

Operator/Organization/Authorized Member/Sponsor:

Edgerton Frontier Days Association  
Address: P.O. Box 222, Edgerton Ks. Zip Code: 66021  
Business Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
E-Mail: \_\_\_\_\_ Web-Site: WWW.FrontierDays.Com  
Is the event for profit? \_\_\_\_\_ Yes X No

If no, who is beneficiary: \_\_\_\_\_

Registration/Entry Fee for event? X Yes \_\_\_\_\_ No For Craft & Food Vendors

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

### EVENT INFORMATION:

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

Date/s of Event: June 16 & 17, 2017  
Hours of Event: 6/16 4pm - 12 midnight, 6/17 9am - 12 midnight  
Location of Event: Downtown City of Edgerton on Nelson St  
& 4<sup>th</sup> Street

- Designated Parking Spots
- Edgerton City Lake
- Edgerton Elementary
- Martin Creek Park



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

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

### Equipment at Event:

☒ Amplified Speaking/Music  
Hours: 6/16 4pm to 12 midnight / 6/17 9am to 12 midnight  
☒ Portable Restrooms  
☒ Stage/Props/Production  
☒ Dumpsters/Receptacles  
☒ Signage  
☒ Barricades (Number of volunteers staffing)  
Other item/s: \_\_\_\_\_

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

Food Vendor Tax Information: \_\_\_\_\_  
Merchant Vendor Tax Information: \_\_\_\_\_

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

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

Other Requests:

- Permission to use the house & garage at 305 E. Nelson
- Green Space & Old City Building

**Street Closure Requests:**

- The Edgerton Frontier Days Committee requestes the closure of the following street beginning at 9am on Tuesday, June 13<sup>th</sup> until Noon on Sunday, June 18<sup>th</sup>.
  - East 4<sup>th</sup> Street between Nelson and McCarty Streets.
- The Edgerton Frontier Days Committee requests the closure of the following streets beginning at 9am on Friday, June 16<sup>th</sup> until Noon on Sunday, June 18<sup>th</sup>.
  - East 4<sup>th</sup> Street between Nelson and south to nearest alley;
  - Nelson Street between East 3<sup>rd</sup> Street and East 4<sup>th</sup> Street and;
  - Nelson Street between East 4<sup>th</sup> Street to the Metcalf Bank drive located on Nelson Street.
- The Edgerton Frontier Days Committee requests the closure of the following streets on Saturday, June 17<sup>th</sup>.
  - Nelson Street between West 8<sup>th</sup> Street to East 5<sup>th</sup> Street.

**Facility/Public Space Use Requests:**

- Permission to use the downtown greenspace along with all designated streets and sidewalks that are requested as street closures.
- Permission to use the office and garage located at 305 E. Nelson during the time of the festival.
- Permission to use City Hall during the time of the festival.
- Permission to use downtown maintenance shop beginning on Monday 6/12 at 8am.

**Liquor Serving & Sales Requests:**

- The Edgerton Frontier Days Committee has request that the City grant approval of liquor being served and sold at the festival from 2pm – 11:59pm on Friday, June 16<sup>th</sup> and Saturday, June 17<sup>th</sup>. If approved by the City the Committee will apply for the liquor license with Kansas Alcoholic Beverage Control Division and will provide license to the City.

**Service Requests:**

- City to hang street banners by Wednesday, June 14<sup>th</sup>.
- City to order event dumpsters and trash bins for festival days.
- Issue camping permits to carnival workers at Edgerton Lake for the week prior to festival and during the festival.

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

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

**APPLICANT'S STATEMENT OF AGREEMENT:**

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

Glyn R. Powers, president  
Name of Applicant and Title, if any (Print or type)

Glyn R Powers  
Signature of Applicant

Date: 5-1-17





**P1** Edgerton City Lake: 36400 E. Nelson

**P2** Edgerton Elementary School: 400 W. Nelson

**P3** Martin Creek Park: 20200 Sunflower Rd.

*There will be no transportation from parking sites to the event site.*



# **City of Edgerton**

## **Event Traffic Control Plan**

**Event:** Edgerton Frontier Days

**Date(s) plan is in effect:** 6/13/17 – 6/18/17

## **Alternate Truck Route**

See Map attached.

### **Alternate Truck Route Message Boards**

**Set up Date:** Tuesday 6/13/17 by 9am

**Removal Date:** Sunday 6/18 anytime (or a later date, whichever is cheaper)

**# of message boards:** 3

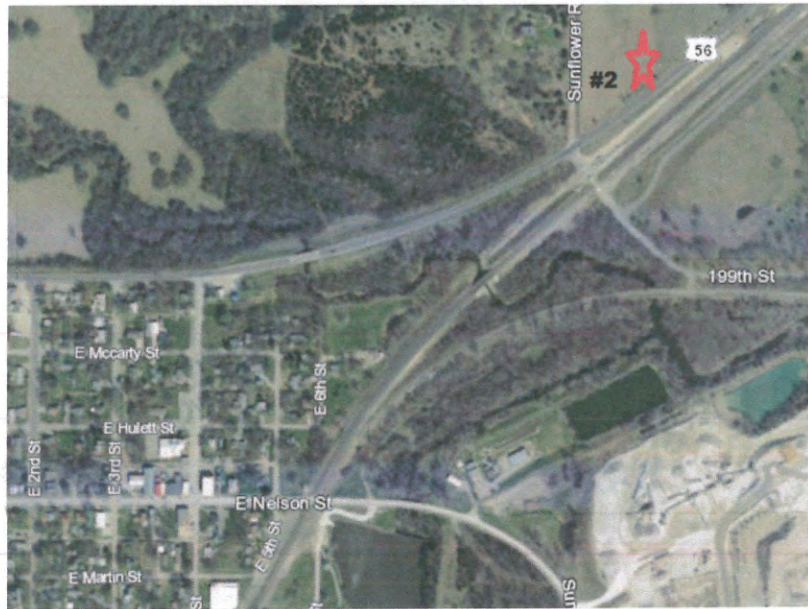
#### **1. Sunflower Rd. Northbound**

- a. Address: Near 207<sup>th</sup> St. and Sunflower Road, Edgerton, KS, 66021
- b. Location details: Northbound traffic needs enough time to read all text.
- c. Text: EVENT IN DOWNTOWN. ALT TRUCK ROUTE. USE 207<sup>TH</sup> TO CO-OP RD.



#### **2. 56 HWY Westbound**

- a. Address: Near Sunflower Rd. and 56 HWY, Edgerton, KS 66021
- b. Location details: Along 56 HWY for Westbound traffic
- c. Text: EVENT IN DOWNTOWN. ALT TRUCK ROUTE. USE 2<sup>ND</sup> ST TO 207<sup>TH</sup> ST.



### 3. 56 HWY Eastbound

- Address: Near 8<sup>th</sup> St. and 56 HWY, Edgerton, KS 66021
- Location: Along 56 HWY for Eastbound Traffic
- Text: EVENT IN DOWNTOWN. ALT TRUCK ROUTE. USE 2<sup>ND</sup> ST TO 207<sup>TH</sup> ST.

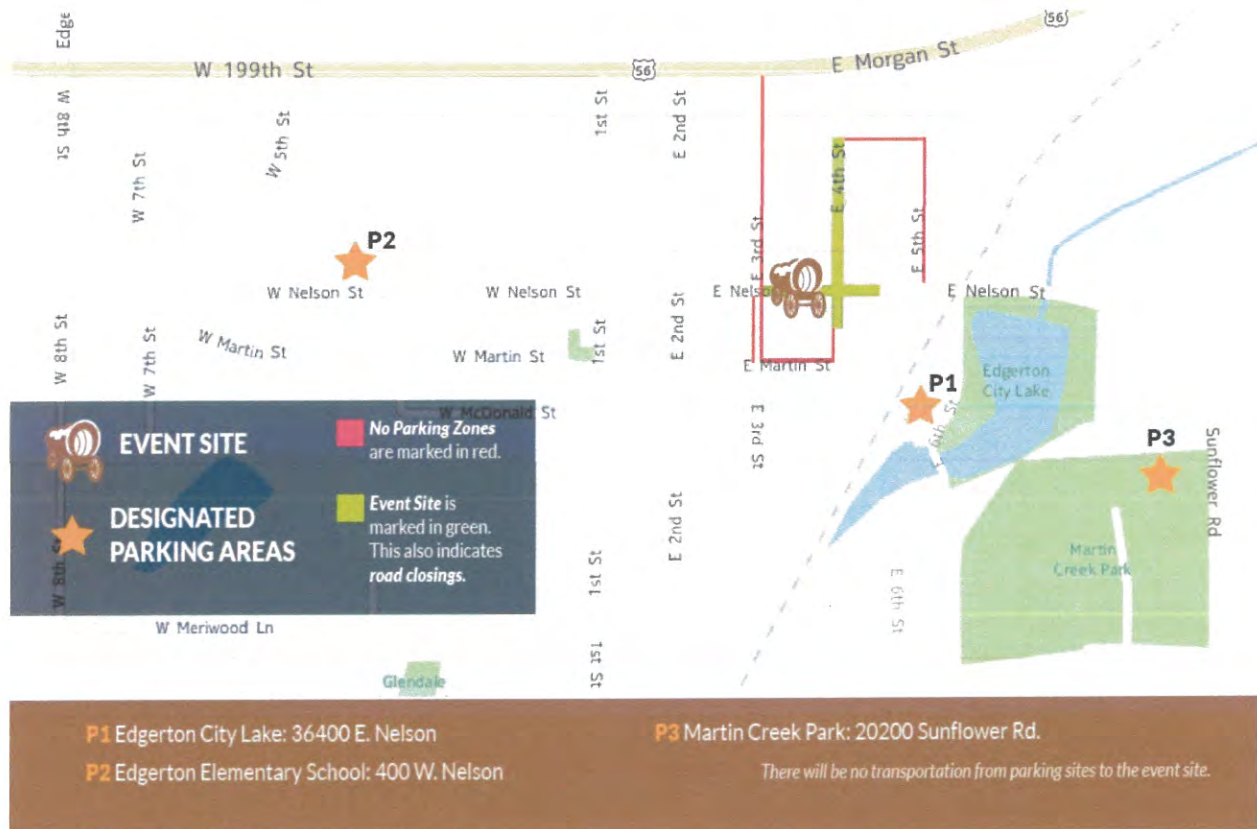




*City of Edgerton Kansas  
City Map*



## Street Closures and No Parking Zones



### Timing:

- Tuesday 6/13/17 (9am)
  - Street closures on 4<sup>th</sup> Street, from Nelson to McCarty St. are in affect at 9am on Tuesday 6/13/17 to allow for carnival set up.
- Friday 6/16/17 (9am)
  - All other street closures are in affect at 9am on Friday 6/16/17.
  - No Parking Zones are in affect at 9am on Friday 6/16/17.
- Sunday 6/18/17 (Noon)
  - All Street closures and No Parking Zones will no longer be in affect at Noon on Sunday 6/18/17.

## **Notifying Local Businesses**

City staff will notify local businesses who may be affected by street closures, the alternate truck route, and no parking zones 2 weeks prior to event dates. This includes all downtown businesses and the quarry.

## AGENDA ITEM INFORMATION FORM

**Agenda Item:** Consider Resolution No. 05-11-17C Temporarily Waiving City Prohibition As To The Sale And Consumption Of Alcoholic Liquor On Certain Public Property, And Recognizing Frontier Days As A "Public Festival" For Purposes Of The City's Noise Restrictions

**Department:** Parks and Recreation

**Background/Description of Item:** Edgerton Frontier Days will be held June 16-17, 2017. The Edgerton Frontier Days Committee has requested permission to sell and serve alcoholic liquor (i.e. alcoholic beverages other than 3.2% beer [a/k/a cereal malt beverage]) at the Festival.

Chapter III, Article I, Section 3-202 of the Code of the City of Edgerton prohibits serving cereal malt beverages or alcoholic liquor within 300 feet of a library (as well as other buildings/institutions). This prohibition may be waived by the governing body after public notice, followed by a hearing and finding by the governing body that the proximity of the location, where the cereal malt beverage or alcoholic liquor will be served, is not adverse to the public welfare or safety.

City Council will hold a Public Hearing on May 11, 2017 prior to considering this resolution.

If approved, Resolution No. 05-11-17C would grant the waiver requested by the Frontier Days Association, with the following stipulations:

- The sale and consumption of alcoholic liquor shall be allowed in an area on Nelson Street between East Third Street and East Fourth Street (specifically designated and approved by the City Administrator)
- Between the hours of 6:00 pm and 11:59 pm on June 16, 2017.
- Between the hours of 2:00 pm and 11:59 pm on June 17, 2017.
- Point of sale for alcoholic liquor shall be 307 E. Nelson Street by properly licensed individuals or groups only
- No alcoholic liquor may be sold or dispensed in glass bottles or containers, only plastic, paper cups or cans may be used.

Also within this same resolution is permission to waive the City's noise restrictions in order for all to enjoy music as part of the festival on Friday June 16 and Saturday June 17. It is anticipated that both concerts will be completed by 11:59 p.m. each evening.

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

City Attorney has not yet reviewed the resolution and will provide any changes at City Council meeting.

Enclosure: Draft Resolution 05-11-17C

**Related Ordinance(s) or Statute(s):** Edgerton City Code Chapter III, Article 1, Section 3-202 and Chapter XI, Article 6

## **RESOLUTION NO. 05-11-17C**

### **RESOLUTION TEMPORARILY WAIVING CITY PROHIBITION AS TO THE SALE AND CONSUMPTION OF ALCOHOLIC LIQUOR ON CERTAIN PUBLIC PROPERTY, AND RECOGNIZING FRONTIER DAYS AS A “PUBLIC FESTIVAL” FOR PURPOSES OF THE CITY’S NOISE RESTRICTIONS**

**WHEREAS**, the 2017 annual celebration known as Frontier Days will be June 16 through June 17 in the City of Edgerton, Kansas; and

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

**WHEREAS**, Chapter III, Article 1, Section 3-202 of the Code of the City of Edgerton prohibits serving cereal malt beverages or alcoholic liquor within 300 feet of a library (as well as other buildings/institutions), but said prohibition may be waived by the governing body after public notice, followed by a hearing and finding by the governing body that the proximity of the location, where the cereal malt beverage or alcoholic liquor will be served, is not adverse to the public welfare or safety; and

**WHEREAS**, Article 6 of Chapter XI of the Code of the City of Edgerton regulates the levels of noise and sound within the City but said regulations do not apply when the governing body recognizes the event where the noise and sound is to occur as a “public festival”.

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

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

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

- a) The sale and consumption of alcoholic liquor shall be allowed in an area on Nelson Street between East Third Street and East Fourth Street (specifically designated and approved by the City Administrator) between the hours of 6:00 pm and 11:59 pm on June 16, 2017 and between the hours of 2:00 pm and 11:59 pm on June 17, 2017.
- b) The location of the point of sale for alcoholic liquor shall be 307 E. Nelson Street by properly licensed individuals or groups only.



- c) No alcoholic liquor may be sold or dispensed in glass bottles or containers, only plastic, paper cups or cans may be used.

**SECTION THREE: Frontier Days a “Public Festival”:** Edgerton Frontier Days is recognized as a public festival and, therefore, the noise restrictions contained within Article 6 of Chapter XI of the Code of the City of Edgerton shall not apply to noise and sounds made or generated by the 2017 public festival on June 16 and 17.

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

ADOPTED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR OF THE CITY OF EDGERTON, KANSAS ON THE 11<sup>TH</sup> DAY OF MAY 2017.

ATTEST:

**CITY OF EDGERTON, KANSAS**

\_\_\_\_\_  
Janeice Rawles, City Clerk

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

APPROVED AS TO FORM:

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

**Recommendation:** Approve Resolution No. 05-11-17C Temporarily Waiving City Prohibition As To The Sale And Consumption Of Alcoholic Liquor On Certain Public Property, And Recognizing Frontier Days As A "Public Festival" For Purposes Of The City's Noise Restrictions

**Funding Source:** N/A

Prepared by: Tegan Meadors, Parks and Recreation Coordinator  
Date: May 11, 2017

## AGENDA ITEM INFORMATION FORM

**Agenda Item:** Consider Resolution No. 05-11-17D Authorizing Special Event Permit For Sale And Consumption Of Alcoholic Liquor On Certain Public Property Within The City Of Edgerton, Kansas

**Department:** Administration

**Background/Description of Item:** Edgerton Frontier Days will be held June 16-17, 2016. The Edgerton Frontier Days Committee has requested permission to sell and serve alcoholic liquor (i.e. alcoholic beverages other than 3.2% beer [a/k/a cereal malt beverage]) at the Festival.

Chapter III, Article 5 of the Edgerton City Code requires that an entity desiring to sell and serve alcoholic liquor on public property at an event open to the public, in addition to obtaining the required permit from the State of Kansas, must also apply and obtain a Special Event Permit from the City.

If approved, Resolution No. 05-11-17D would authorize the City Clerk to issue the Frontier Days Association a Special Event Permit for sale and consumption of alcoholic liquor per the requirements contained within Article 5 and with the following additional stipulations:

- The sale and consumption of alcoholic liquor shall be allowed in an area on Nelson Street between East Third Street and East Fourth Street (specifically designated and approved by the City Administrator)
- Between the hours of 6:00 pm and 11:59 pm on June 17, 2016
- Between the hours of 2:00 pm and 11:59 pm on June 18, 2016.
- Point of sale for alcoholic liquor shall be 307 E. Nelson Street by properly licensed individuals or groups only
- No alcoholic liquor may be sold or dispensed in glass bottles or containers, only plastic, paper cups or cans may be used.

Additionally, the resolution states that in appreciation for the many benefits enjoyed by the community from the annual Frontier Days festival, waives any City application or permit fees for issuance of the Special Event Permit.

City Attorney has not yet reviewed the draft Resolution and will provide any changes at City Council meeting.

Enclosure: Resolution 05-11-17D

**Related Ordinance(s) or Statute(s):** Edgerton City Code Chapter III, Article 5

**Recommendation:** Approve Resolution No. 05-11-17D Authorizing Special Event Permit For Sale And Consumption Of Alcoholic Liquor On Certain Public Property Within The City Of Edgerton, Kansas

**Funding Source:** N/A

Prepared by: Beth Linn, City Administrator  
Date: May 8, 2017

## **RESOLUTION NO. 05-11-17D**

### **RESOLUTION AUTHORIZING SPECIAL EVENT PERMIT FOR SALE AND CONSUMPTION OF ALCOHOLIC LIQUOR ON CERTAIN PUBLIC PROPERTY WITHIN THE CITY OF EDGERTON, KANSAS**

**WHEREAS**, the 2017 annual celebration known as Frontier Days is scheduled for June 16 through June 17 in the City of Edgerton, Kansas; and

**WHEREAS**, Article 5 of Chapter III of the Code of the City of Edgerton requires that an entity desiring to sell and serve alcoholic liquor on public property at an event open to the public, in addition to obtaining the required permit from the State of Kansas, must also apply and obtain a Special Event Permit from the City; and

**WHEREAS**, a request has been received by the City of Edgerton from the Edgerton Frontier Days Association for a Special Event Permit to sell and serve alcoholic liquor (i.e. alcoholic beverages other than 3.2% beer [a/k/a cereal malt beverage]) at its annual festival on June 16 and 17, 2017.

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

**SECTION ONE: Special Event Permit Authorized:** That the Governing Body does hereby authorize the City Clerk, in accordance with Article 5 of Chapter III of the Edgerton City Code, to issue the Frontier Days Association a Special Event Permit for sale and consumption of alcoholic liquor per the requirements contained within Article 5 and with the following additional stipulations:

- a) The Special Event Permit provided for herein is only valid if the required permit from the State of Kansas is obtained by the Frontier Days Association.
- b) The sale and consumption of alcoholic liquor shall be allowed in an area on Nelson Street between East Third Street and East Fourth Street (specifically designated and approved by the City Administrator) between the hours of 6:00 pm and 11:59 pm on June 16, 2017 and between the hours of 2:00 pm and 11:59 pm on June 17, 2017.
- c) The location of the point of sale for alcoholic liquor shall be 307 E. Nelson Street by properly licensed individuals or groups only.
- d) No alcoholic liquor may be sold or dispensed in glass bottles or containers, only plastic, paper cups or cans may be used.

**SECTION TWO: Waiver of Application Fees:** The City of Edgerton, in appreciation for the many benefits enjoyed by the community from the annual Frontier Days festival, waives any City application or permit fees for issuance of the Special Event Permit.

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

ADOPTED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR OF THE CITY OF EDGERTON,  
KANSAS ON THE 11<sup>TH</sup> DAY OF MAY 2017.

ATTEST:

**CITY OF EDGERTON, KANSAS**

\_\_\_\_\_  
Janeice Rawles, City Clerk

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

APPROVED AS TO FORM:

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

## AGENDA ITEM INFORMATION FORM

**Agenda Item:** Consider Resolution No. 05-11-17E Approving A Five-Year City/County Street Improvement Program

**Department:** Public Works

**Background/Description of Item:** Each year, the cities in Johnson County are invited to submit projects to be considered for the five-year city/county street improvement program through the County Assistance Road System (CARS) program. The CARS program provides funds to the cities of Johnson County to construct and maintain their major arterials.

Using a scoring system, Johnson County selects projects and allocates funds. The County pays 50% of the project's construction and construction inspection costs. Cities are responsible for design, right-of-way, and utility relocation costs. Types of projects eligible for the CARS program are: Capacity Improvements (additional lanes), Major Maintenance (overlays, patching), System Management (intersection improvements, traffic signals, turn lanes), Bridges (replacement or rehabilitation), and Route Enhancements (sidewalks, bike paths, lights.)

The City of Edgerton has submitted three projects listed below to be considered in the CARS 2018-2022 program.

2017: Nelson Street adjacent to the Quiet Zone. Design has been approved and forwarded on to BNSF for approval. CARS grant awarded for \$98,000. Total project cost \$244,500.

2018: 4<sup>th</sup> Street and Nelson Intersection Improvements

2020: 207<sup>th</sup> Street Grade Separation

This submittal confirms Edgerton's priority project for 2018 as 4<sup>th</sup> Street and Nelson Intersection Improvements. Each city is required to submit a resolution of support approved by the Governing Body. Exact scope of the 4<sup>th</sup> Street and Nelson Intersection Improvements project can be refined over the next several months based on information gathered as part of the Planning Sustainable Places Grant related to transportation in Downtown Edgerton.

Please find enclosed with the packet draft Resolution No. 05-11-17C, map of the location of the 2018-2022 projects and CARS Form A including the project details and supporting maps. For 2018, the CARS program (if project is approved) would pay for 50% of the construction costs at \$202,258. The City would be responsible for the remaining costs at \$303,387. Assuming the project will get funded, the Governing Body allocated general CIP funds in 2018 in the Five-Year Capital Improvement Program to for this project.

City Attorney will provide any changes/comments during the City Council meeting.

Enclosure: Draft Resolution 05-11-17E  
Map of Projects  
CARS Form A and additional project details

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

**Recommendation:** Approve Resolution 05-11-17E Approving A Five-Year City/County Street Improvement Program

**Funding Source:** Capital Improvement Fund

Prepared by: Trey Whitaker, Public Works Superintendent and Beth Linn, City Administrator  
Date: May 11, 2017

**RESOLUTION NO. 05-11-17E**

**A RESOLUTION APPROVING A FIVE-YEAR CITY/COUNTY STREET IMPROVEMENT PROGRAM**

**WHEREAS**, the City is desirous of obtaining County funds for certain street improvement projects within the City; and

**WHEREAS**, in order to have projects considered for the 2018-2022 CARS Program by the Johnson County Board of Commissioners, the Governing Body must submit a written five-year road improvement program request; and

**WHEREAS**, all requests must be accompanied by a resolution which provides that included projects have been reviewed and approved by the Governing Body.

**NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF EDGERTON, KANSAS**, that the attached Five-Year City/County Street Improvement Program has been reviewed and approved for submittal to the Johnson County Board of Commissioners as the City's 2018-2021 CARS Program request. This Resolution will become effective upon its adoption by the Governing Body.

ADOPTED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR OF THE CITY OF EDGERTON, KANSAS ON THE 11<sup>th</sup> DAY OF MAY 2017.

ATTEST:

**CITY OF EDGERTON, KANSAS**

\_\_\_\_\_  
Janeice Rawles, City Clerk

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

APPROVED AS TO FORM:

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

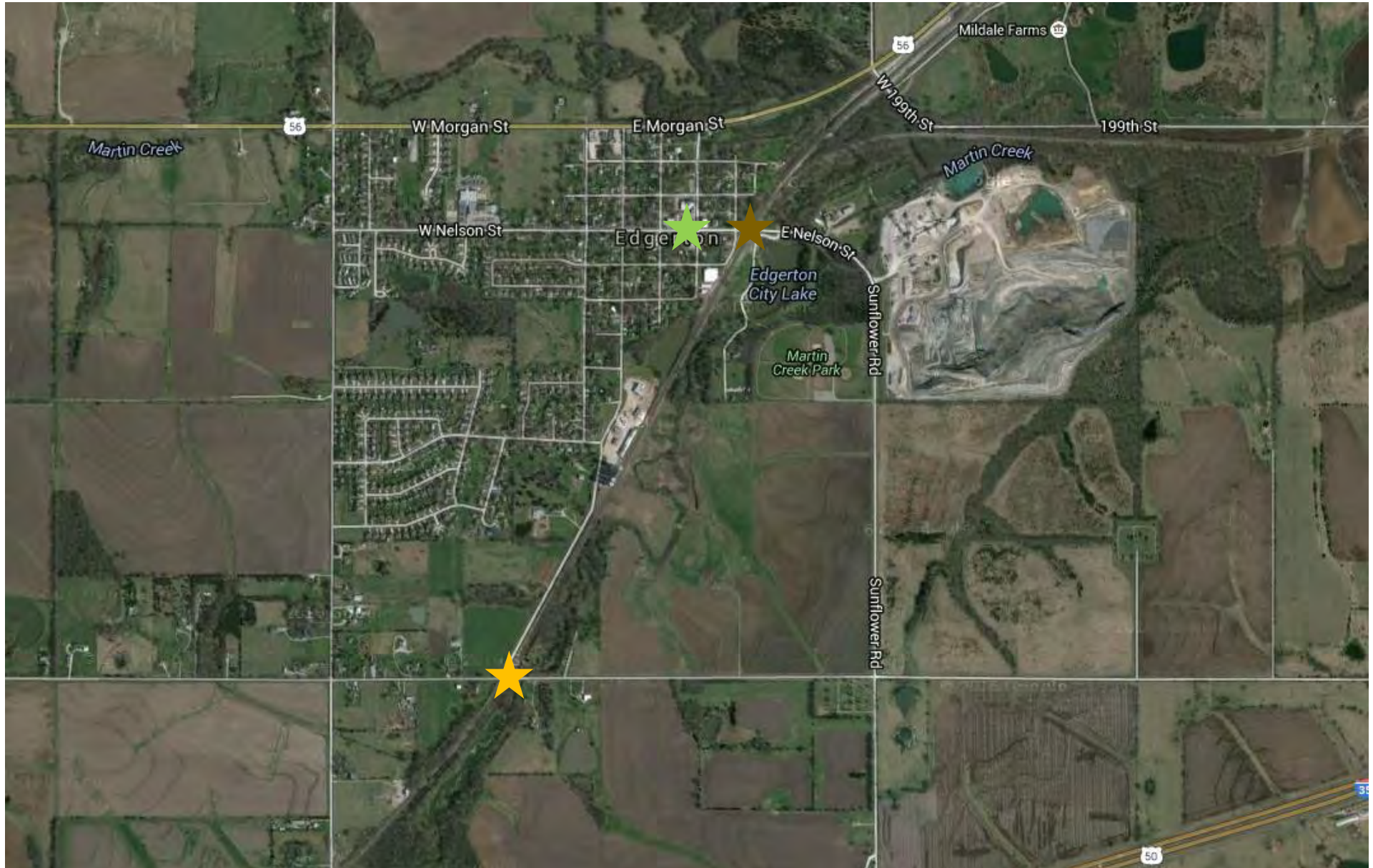


## City of Edgerton 2017-2021 CARS Project Applications

★ 2017

★ 2018

★ 2020



**CARS Form A**  
**2018--2022 Project Application for the**  
**County Assistance Road System (CARS) Program**

*Submit one form for each project. Make copies of this form as needed.*

*Complete & Return by May 4, 2017*

**Submitting City:** City of Edgerton **Number 1 Priority (Y/N)** Y

**Project Location:** 4th Street and Nelson Street Intersection

**Joint Project With:** \_\_\_\_\_ **Administrating City:** City of Edgerton

**Contact Name & Title:** Trey Whitaker, Public Works Superintendent

**Estimated Project Schedule: Start Date (mo/yr):** 06/18 **Completion Date (mo/yr):** 12/18

**Current Average Daily Traffic (ADT):** 2275 **Accident History (Prior 3 Years):** \_\_\_\_\_

**Project Type:** Major Maintenance (Capacity, Major Maintenance, Bridge Replacement, Bridge Rehabilitation, Route Enhancement, System Management)

**Current Level of Service (LOS) [System Management Projects Only]:** \_\_\_\_\_

**Sufficiency Rating (Bridge Projects):** \_\_\_\_\_ **Pavement Condition:** Good ☐ Fair ☒ Poor ☐

**Detailed Description of Existing Facility:**

The intersection of 4th Street and Nelson Street in Edgerton is currently asphalt pavement. Both Nelson Street and 4th Street east of Nelson are truck routes. This intersection is just north of Edgerton Quarry. Many of the trucks hauling materials from the quarry going north and west use this route to access Highway 56. The roadway/intersection pavement is beginning to fail and has been shoved in several areas; additionally, this corner sees a lot of pedestrian traffic as it includes City Hall, Post Office

**Detailed Description of Project Scope:**

This project would remove the existing asphalt pavement and replace all four legs of the intersection (plus Nelson/4th St) with concrete pavement. Use of concrete pavement would better accommodate the volume of large trucks on this route and particularly their turning movements from Nelson Street to 4th Street. The project would evaluate the use of traffic calming measures such as curb bump-outs or pavement markings to encourage traffic to obey posted speed limits and be aware of pedestrians walking in downtown.

**Project Cost Information \***

1. Design cost:		\$ 101,129
2. Right-of-way acquisition cost:		
3. Utility relocation cost:		
4. Construction cost:		\$ 404,517
5. Construction engineering cost:		
Total project cost:		\$ 505,646

**Calculation of CARS Eligible costs:**

A. Sum item # 4 & 5 above	(+)	\$ 404,517
B. Federal Aid Participation	(-)	
C. State Aid Participation	(-)	
D. Other Non-local Participation	(-)	
Subtotal (CARS eligible costs)		\$ 404,517
CARS funding request		\$ 202,258
(Request cannot exceed 50% of the CARS eligible costs)		

**Funding participation by other cities:**

City Name: \_\_\_\_\_ Funding: \_\_\_\_\_  
City Name: \_\_\_\_\_ Funding: \_\_\_\_\_

\*Program policies require that a licensed professional engineer prepare and seal construction cost estimates for upcoming fiscal year projects (i.e., 2017 Program Projects). A copy of the sealed estimates **must** be furnished for all 2018 CARS Program requests.

## **Preliminary Engineering Report**

# **County Assistance Road System (CARS) Program**

## **4th Street and Nelson Street Improvements City Of Edgerton**



**April 2017  
17-1021L**

## **INTRODUCTION**

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The content of this report was coordinated with City of Edgerton City Council Members and City Staff in order to address the community's transportation needs. After careful consideration, the City has determined the focus for this application will be improvements to Nelson Street between East 4<sup>th</sup> Street and East 5<sup>th</sup> Street, the intersections of 4<sup>th</sup> Street and Nelson Street, 4<sup>th</sup> Street between Nelson and Hulett, and associated sidewalk and ADA improvements. This report discusses and documents the condition of this area and the proposed improvements. This report also provides an estimate of project costs.

- Improvements discussed in this report will be ADA accessible.
- All of the improvements discussed in this report are located within existing City Right-of-Way.

### **Project Need and Justification**

All driving surfaces are currently asphalt pavement. This project is just west of Mid-States Materials' Edgerton Quarry. The entire route is quarry haul road truck routes. A significant number of trucks haul various rock products from the quarry via Nelson Street and 4<sup>th</sup> Street to access US Highway 56. The roadway/intersection pavement is beginning to show haul road type distress. This area also carries a considerable amount of pedestrian traffic as it includes City Hall, the Post Office, a bank, and the Johnson County Library in Edgerton.

## **DETAILED DESCRIPTION OF PROJECT SCOPE**

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The Nelson intersection will be replaced. This project would remove the existing asphalt pavement beginning at 5<sup>th</sup> and Nelson, west on Nelson to 4<sup>th</sup> and then north to Hulett Street and replace it with

Portland cement concrete pavement.

Sidewalks will be replaced.

Ramps complying with the US Department of Justice ADA Guidelines will be constructed in each quadrant of each intersection. An ADA ramp will be placed north of the Post Office and at the Methodist Church where existing noncompliant accesses are located on the west side of 4<sup>th</sup> Street north of Nelson. A new ADA ramp will be placed midway between the alley and Nelson on the east side of 4<sup>th</sup> Street.

Sixty degree parking with ADA compliant spaces will be painted on the east side of 4<sup>th</sup> Street along City Hall between the alley and Nelson Street.

The project would evaluate the use of traffic calming measures such as curb bump-outs or pavement markings to encourage traffic to obey posted speed limits and be aware of pedestrians walking in downtown. All improvements will be coordinated with the Downtown Edgerton Plan funded by the Mid-America Regional Council as a part of the Council's Planning Sustainable Places initiative.

Item #	Description	Quantity	Unit	Unit Price	Total Price
<b>Nelson Street Improvements between 5th Street and 4th Street</b>					
1.	Contractor Construction Staking	1	LS	\$ 1,000.00	\$ 1,000.00
2.	Mobilization	1	LS	\$ 6,000.00	\$ 6,000.00
3.	Clearing and Grubbing	1	LS	\$ 2,000.00	\$ 2,000.00
4.	Permanent Signing	1	LS	\$ 500.00	\$ 500.00
5.	Temporary Erosion Control	1	LS	\$ 850.00	\$ 850.00
6.	Traffic Control	1	LS	\$ 2,000.00	\$ 2,000.00
7.	Seeding, Fertilizing and Mulching	1	LS	\$ 750.00	\$ 750.00
8.	Rock Excavation (Pavement Removal)	184	CY	\$ 20.50	\$ 3,772.00
9.	Concrete Pavement (8" NRDJ)(KCMMB)	1101	SY	\$ 51.25	\$ 56,426.25
10.	Aggregate Base (AB-3)(6")	1320	SY	\$ 10.00	\$ 13,200.00
11.	Curb and Gutter, Combined (AE)	572	LF	\$ 25.60	\$ 14,643.20
12.	Sidewalk Construction (4")(AE)	289	SY	\$ 30.70	\$ 8,872.30
13.	Sidewalk Ramp (AE)	18	SY	\$ 145.00	\$ 2,610.00
Construction Subtotal =					\$ 112,623.75
+20% Construction Contingency =					\$ 22,524.75
Construction Total =					\$ 135,148.50
+25% Engineering, Inspection, Admin. =					\$ 33,787.13
Project Total =					\$ 168,935.63

**4th Street Intersection Improvements**

1.	Contractor Construction Staking	1	LS	\$ 770.00	\$ 770.00
2.	Mobilization	1	LS	\$ 5,300.00	\$ 5,300.00
3.	Clearing and Grubbing	1	LS	\$ 1,550.00	\$ 1,550.00
4.	Permanent Signing	1	LS	\$ 770.00	\$ 770.00
5.	Temporary Erosion Control	1	LS	\$ 770.00	\$ 770.00
6.	Traffic Control	1	LS	\$ 1,550.00	\$ 1,550.00
7.	Seeding, Fertilizing and Mulching	1	LS	\$ 510.00	\$ 510.00
8.	Rock Excavation (Pavement Removal)	123	CY	\$ 20.50	\$ 2,521.50
9.	Concrete Pavement (8" NRDJ)(KCMMB)	739	SY	\$ 51.25	\$ 37,873.75
10.	Aggregate Base (AB-3)(6")	647	SY	\$ 10.25	\$ 6,631.75
11.	Curb and Gutter, Combined (AE)	196	LF	\$ 25.60	\$ 5,017.60
12.	Sidewalk Construction (4")(AE)	84	SY	\$ 30.70	\$ 2,578.80
13.	Sidewalk Ramp (AE)	69	SY	\$ 145.00	\$ 10,005.00
Construction Subtotal =					\$ 75,848.40
+20% Construction Contingency =					\$ 15,169.68
Construction Total =					\$ 91,018.08
+25% Engineering, Inspection, Admin. =					\$ 22,754.52
Project Total =					\$ 113,772.60

**4th Street Improvements between Nelson Street and Hulett Street**

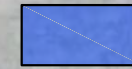
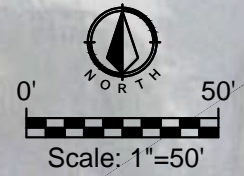
1.	Contractor Construction Staking	1	LS	\$ 1,000.00	\$ 1,000.00
2.	Mobilization	1	LS	\$ 6,000.00	\$ 6,000.00
3.	Clearing and Grubbing	1	LS	\$ 2,000.00	\$ 2,000.00
4.	Permanent Signing	1	LS	\$ 500.00	\$ 500.00
5.	Temporary Erosion Control	1	LS	\$ 850.00	\$ 850.00
6.	Traffic Control	1	LS	\$ 2,000.00	\$ 2,000.00
7.	Seeding, Fertilizing and Mulching	1	LS	\$ 750.00	\$ 750.00
8.	Rock Excavation (Pavement Removal)	231	CY	\$ 20.50	\$ 4,735.50
9.	Concrete Pavement (8" NRDJ)(KCMMB)	1386	SY	\$ 51.25	\$ 71,032.50
10.	Aggregate Base (AB-3)(6")	1663	SY	\$ 10.00	\$ 16,630.00
11.	Curb and Gutter, Combined (AE)	560	LF	\$ 25.60	\$ 14,336.00
12.	Sidewalk Construction (4")(AE)	545	SY	\$ 30.70	\$ 16,731.50
13.	Retaining Wall	40	LF	\$ 55.00	\$ 2,200.00
14.	Sidewalk Ramp (AE)	68	SY	\$ 145.00	\$ 9,860.00
Construction Subtotal =					\$ 148,625.50
+20% Construction Contingency =					\$ 29,725.10
Construction Total =					\$ 178,350.60
+25% Engineering, Inspection, Admin. =					\$ 44,587.65
Project Total =					\$ 222,938.25

**Summary**

Nelson Street Improvements between 5th Street and 4th Street	\$ 168,935.63
5th Street Intersection Improvements	\$ 113,772.60
4th Street Improvements between Nelson Street and Hewlett Street	\$ 222,938.25
<b>Total</b>	<b>\$ 505,646.48</b>



Hulett St.



Improvements Needed



2017 Improvements

4th Street

5th Street

Nelson St.

**CARS Form A**  
**2018--2022 Project Application for the**  
**County Assistance Road System (CARS) Program**

*Submit one form for each project. Make copies of this form as needed.*

*Complete & Return by May 4, 2017*

**Submitting City:** City of Edgerton **Number 1 Priority (Y/N)** Y

**Project Location:** 207th Street and Co-Op Road (2nd Street)

**Joint Project With:** \_\_\_\_\_ **Administrating City:** City of Edgerton

**Contact Name & Title:** Trey Whitaker, Public Works Superintendent

**Estimated Project Schedule: Start Date (mo/yr):** 1/20 **Completion Date (mo/yr):** 12/20

**Current Average Daily Traffic (ADT):** Refer to Map

**Accident History (Prior 3 Years):** 0

**Project Type:** Capacity (Capacity, Major Maintenance, Bridge Replacement, Bridge Rehabilitation, Route Enhancement, System Management)

**Current Level of Service (LOS) [System Management Projects Only]:** \_\_\_\_\_

**Sufficiency Rating (Bridge Projects):** \_\_\_\_\_ **Pavement Condition:** Good ☐ Fair ☒ Poor ☐

**Detailed Description of Existing Facility:**

Today, 207th St and Co-op Rd is an at-grade, skewed intersection. Just east of this intersection is a crossing of the BNSF Transcon Railway and a creek. Both 207th St and Co-op Rd are truck routes. The 207th RR crossing is one of three crossings within approx 7,000 feet. This is shorter than nearly all intermodal trains (12,000 ft). If an intermodal train malfunctions or is delayed blocking the three crossings simultaneously, public safety vehicles (police, fire, ems) cannot access the Edgerton residential population from I-35. Often this blockage is not known until the vehicles arrive. The detour (either Gardner or Wellsville) is 13 miles drastically affecting response times.

**Detailed Description of Project Scope:**

The 207th Street Grade Separation project would construct a new bridge for 207th St over the BNSF Railway and the creek. It would also include improvements to the intersection of 207th St and Co-op Rd to improve the angle/method of intersection. Constructing this grade separation would allow continuous flow of traffic, particularly public safety response vehicles, to Edgerton from Interstate 35 regardless of any delay or blocking of the railroad crossing. The project would include amenities in the grade separations for bicycle and pedestrians as well.

**Project Cost Information \***

1. Design cost:		\$ 1,500,000
2. Right-of-way acquisition cost:		\$ 500,000
3. Utility relocation cost:		\$ 250,000
4. Construction cost:		\$ 12,000,000
5. Construction engineering cost:		\$ 750,000
Total project cost:		\$ 15,000,000

**Calculation of CARS Eligible costs:**

A. Sum item # 4 & 5 above	(+)	\$ 12,750,000
B. Federal Aid Participation	(-)	\$ 1,000,000
C. State Aid Participation	(-)	\$ 0
D. Other Non-local Participation	(-)	\$ 0
Subtotal (CARS eligible costs)		\$ 11,750,000
CARS funding request		\$ 1,000,000

(Request cannot exceed 50% of the CARS eligible costs)

**Funding participation by other cities:**

City Name: N/A Funding: \_\_\_\_\_  
City Name: \_\_\_\_\_ Funding: \_\_\_\_\_

\*Program policies require that a licensed professional engineer prepare and seal construction cost estimates for upcoming fiscal year projects (i.e., 2017 Program Projects). A copy of the sealed estimates **must** be furnished for all 2018 CARS Program requests.



## CITY OF EDGERTON, KANSAS

### COUNCIL AGENDA ITEM

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**Council Meeting Date:** May 11, 2016

**Agenda Item:** Ordinance No.

**Subject:** KDOT Grant and Spectrum Grant for ELHC XXXIII, LLC Project

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#### Summary:

The City previously issued \$46,350,000 Industrial Revenue Bonds (ELHC XXXIII, LLC Project) for the construction of an approximately 927,000 sq. ft. spec warehouse and distribution facility located at 31100 W. 196<sup>th</sup> Street in Edgerton, Kansas. As announced in February 2017, ELHC plans to sublease the entire building to Spectrum Brands, Inc. to centralize their Hardware and Home Improvement (HHI) division into a single distribution center in Edgerton. When its complete with its transition of operations from California and North Carolina to Edgerton, Spectrum Brands will have approximately 315 jobs in Edgerton.

During the business recruitment efforts, it became clear that additional incentive was needed to compete with nationwide industrial markets such as Dallas, Chicago and Indianapolis. The City of Edgerton worked with the Kansas Department of Transportation to identify a “local last mile” project directly related to the economic development investment by Spectrum Brands. KDOT approved an Economic Development Grant to the City of Edgerton for Widmer Public Streets Phase I project in the amount of \$1MM in support of Spectrum’s location to LPKC. Similar to the economic development grant received from KDOT for Montrose Street Phase II project adjacent to Amazon, this grant allows the City of Edgerton to allocate dollars from the Public Infrastructure Fund be granted to Spectrum over time. No City general fund dollars are required for construction of the street project or for the economic development grant. In contrast, the economic development grant from KDOT does not require any reimbursement which allows previously allocated funds for Widmer Streets Phase I to be allocated for other projects. Finally, similar to the Amazon grant, this grant requires Spectrum to commit to involvement in the Edgerton community.

The Ordinance approves two agreements:

1. \$1 million economic development grant from KDOT whereby KDOT will agree to reimburse the City for up to \$1 million of the costs of the construction of 193<sup>rd</sup> Street from Essex Road to Homestead Land and Essex Road from 191<sup>st</sup> Street south 2,300 linear feet.
2. \$1 million grant from the City to Spectrum Brands, Inc. which will be paid in \$50,000 increments over a 10-year period. The grant is being made pursuant to the City’s home rule authority and is subject to the availability of funds in the public infrastructure fund. Significant covenants include:
  - a. Spectrum must enter into a lease for the grant to be effective.
  - b. KDOT must enter into the grant with the City for the Spectrum grant to be effective.
  - c. Grant payable solely from funds in the public infrastructure fund.
  - d. Grant will require an amendment to the Master Trust Indenture.
  - e. No grant payments before facility is operational.
  - f. Grants payments will stop if Spectrum vacates property.
  - g. Spectrum commits to participate in community events substantially similar to its community involvement efforts in other jurisdictions where Spectrum Brands facilities are located. These efforts may, but need not, include giving locally of cash or product donation and employee volunteer time.

[Summary Published in *The Gardner News* on May 17, 2016]

**ORDINANCE NO. 1054**

**AN ORDINANCE AUTHORIZING THE CITY OF EDGERTON, KANSAS, TO ENTER INTO AN ECONOMIC DEVELOPMENT GRANT AGREEMENT WITH SPECTRUM BRANDS, INC. AND AN AGREEMENT WITH THE SECRETARY OF THE KANSAS DEPARTMENT OF TRANSPORTATION FOR REIMBURSEMENT FOR THE COSTS OF A STREET PROJECT**

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

**WHEREAS**, the City has previously entered into an Amended and Restated Public Infrastructure Financing Plan dated as of July 15, 2015 (the “Financing Plan”) with Edgerton Land Holding Company, LLC, a Kansas limited liability company, and BNSF Railway Company, a Delaware corporation, for the development of an intermodal facility and a logistics park; and

**WHEREAS**, the City has previously issued its Industrial Revenue Bonds (ELHC XXXIII, LLC Project) Series 2016, in an aggregate maximum principal amount not to exceed \$46,350,000, for the purpose of acquiring, constructing and equipping an approximately 927,000 sq. ft. warehouse and distribution facility located at 31100 W. 196<sup>th</sup> Street, Edgerton, Kansas (the “Facility”), and the City subleased the Facility to ELHC XXXIII, LLC, a Kansas limited liability company (the “ELHC”); and

**WHEREAS**, Spectrum Brands, Inc., a Delaware corporation (the “Company”) desires to sublease the Facility from ELHC on the condition that it receive an \$1,000,000 economic development grant (the “Grant”) from the City; and

**WHEREAS**, Article 12, Section 5 of the Kansas Constitution gives the City home rule authority and, pursuant to such authority, the City is authorized to make economic development grants to facilitate economic development; and

**WHEREAS**, the Secretary of the Kansas Department of Transportation (“KDOT”) has presented the City with an Agreement (the “KDOT Agreement”) whereby KDOT proposes to reimburse the City for up to \$1,000,000 of the costs of constructing 193<sup>rd</sup> Street from Essex Road to Homestead Lane and Essex Road from 191<sup>st</sup> Street south 2,300 linear feet (the “Street Project”) on the condition that the Company lease the Facility from ELHC;

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

**Section 1. Findings of Fact.** The City finds and determines that the Grant is necessary to induce the Company to sign a lease and occupy the Facility. The City further finds and determines that the Company's use of the Facility will create a substantial number of jobs and other benefits for the community and will promote the public interest and public welfare of the community.

**Section 2. Approval of Grant.** The City hereby approves the Grant being made to the Company in an amount of \$1,000,000. The Grant shall be paid over an approximately ten-year term solely from funds on deposit in the public infrastructure fund created in the Financing Plan. The Grant shall not be a general obligation of the City, and shall be subject to the provisions of the Kansas cash basis law, the Kansas budget law, and other laws of the State of Kansas.

**Section 3. Approval of Street Project and KDOT Reimbursement.** The City hereby approves of constructing the Street Project and accepting the reimbursement of up to \$1,000,000 of the costs of the Street Project from KDOT.

**Section 4. Authorization of Documents.** The City is hereby authorized to enter into the Agreement with the Company in substantially the form of **Exhibit A** (the "Grant Agreement"), with such changes therein as shall be approved by the officers of the City executing such documents, such officers' signatures thereon being conclusive evidence of their approval thereof. The City is hereby authorized to enter into the KDOT Agreement in substantially the form of **Exhibit B**, with such changes therein as shall be approved by the officers of the City executing such documents, such officers' signatures thereon being conclusive evidence of their approval thereof.

**Section 5. Execution of Documents.** The Mayor of the City is hereby authorized and directed to execute the Grant Agreement, the KDOT Agreement and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance, for and on behalf of and as the act and deed of the City. The City Clerk of the City is hereby authorized and directed to attest to and affix the seal of the City to the Grant Agreement, the KDOT Agreement and such other documents, certificates and instruments as may be necessary.

**Section 6. Further Authority.** The City shall, and the officers, employees and agents of the City are hereby authorized and directed to, take such action, expend such funds and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance and to carry out, comply with and perform the duties of the City with respect to the Grant Agreement and the KDOT Agreement.

**Section 7. Effective Date.** This Ordinance shall take effect and be in force from and after its passage, approval and publication in summary form in the official City newspaper.

**PASSED** by the Council of the City of Edgerton, Kansas, this 11<sup>th</sup> day of May, 2017.

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Donald Roberts, Mayor

[SEAL]

ATTEST:

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Janeice Rawles, City Clerk

Approved as to form:

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Scott W. Anderson, Bond Counsel

## Exhibit A

### **ECONOMIC DEVELOPMENT GRANT AGREEMENT (ELHC XXXIII, LLC PROJECT – SPECTRUM BRANDS GRANT)**

**THIS ECONOMIC DEVELOPMENT GRANT AGREEMENT** (the “Agreement”) is made this \_\_\_\_ day of May, 2017, between the **City of Edgerton, Kansas**, a municipal corporation (the “City”), and Spectrum Brands, Inc., a Delaware corporation (“Spectrum Brands”).

#### **RECITALS:**

**A.** ELHC XXXIII, LLC, a Kansas limited liability company (“ELHC”), is constructing an approximately 927,000 sq. ft. warehouse and distribution facility located at 31100 W. 196<sup>th</sup> Street, Edgerton, Kansas (the “Facility”), using the proceeds of not to exceed \$46,350,000 of the City’s Industrial Revenue Bonds (ELHC XXXIII, LLC Project) Series 2016 (the “Bonds”);

**B.** In connection with the issuance of the Bonds, ELHC leased the Facility to the City pursuant to a Base Lease Agreement dated as of August 1, 2016, and the City subleased the Facility to ELHC pursuant to a Lease Agreement dated as of August 1, 2016;

**C.** Spectrum Brands now desires to sublease the entire Facility from ELHC for the purpose of operating a distribution center on the condition that the City agree to provide an economic development grant to Spectrum Brands;

**D.** The City desires Spectrum Brands’ presence at the Facility for furthering the public purposes for which the Bonds were issued and for the potential for economic benefits which could result from Spectrum Brands’ presence, including but not limited to the possibility for creation of jobs and for investment of private capital in the local economy; and

**E.** In recognition of such benefits and as set forth in Ordinance No. \_\_\_\_ approved by the City on May 11, 2017, the City is willing to make an economic development grant to Spectrum Brands on the terms and conditions set forth in this Agreement.

#### **AGREEMENTS:**

**NOW, THEREFORE**, in consideration of the mutual terms, covenants and conditions contained herein, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

**Section 1. Economic Development Grant.** Subject to the conditions precedent in **Section 2** and the availability of funds as described in **Section 3**, and compliance by Spectrum Brands with the other terms and provisions of this Agreement, the City agrees to make an economic development grant in the amount of \$1,000,000 (the “Grant”) to Spectrum Brands. The Grant shall be paid on the following dates (or, if such date is not a business day, the next succeeding business day) and in the following amounts (each, a “Grant Payment”):

April 1, 2019	\$50,000	April 1, 2024	\$50,000
November 1, 2019	\$50,000	November 1, 2024	\$50,000
April 1, 2020	\$50,000	April 1, 2025	\$50,000
November 1, 2020	\$50,000	November 1, 2025	\$50,000
April 1, 2021	\$50,000	April 1, 2026	\$50,000
November 1, 2021	\$50,000	November 1, 2026	\$50,000
April 1, 2022	\$50,000	April 1, 2027	\$50,000
November 1, 2022	\$50,000	November 1, 2027	\$50,000
April 1, 2023	\$50,000	April 1, 2028	\$50,000
November 1, 2023	\$50,000	November 1, 2028	\$50,000

Notwithstanding the foregoing, no Grant Payment shall be paid until such time that the Facility has been completed and Spectrum Brands is engaged in one or more of the Permitted Uses (as defined in **Section 4**) at the Facility, at which time the Facility shall be deemed “Operational.” Any Grant Payment due prior to the Facility being deemed Operational shall be paid by the City within sixty days following the date the Facility becomes Operational.

**Section 2. Conditions Precedent to Grant.** The obligation of the City to make the Grant is conditioned on the occurrence of both of the following events:

- (a) Spectrum Brands entering into a lease agreement with ELHC for the Facility for a term of at least ten years (the “Spectrum Brands Lease”). The City’s legal counsel and the City’s City Administrator shall have an opportunity to review a copy of the Spectrum Brands Lease at the offices of ELHC, or other location mutually agreeable to the City and Spectrum Brands, to verify that this condition precedent has been satisfied. If the City’s legal counsel and the City’s City Administrator have requested and have not been given the opportunity to review the Spectrum Brands Lease prior to August 1, 2017, or by other such date mutually agreeable to the City and Spectrum Brands, this Agreement shall be deemed terminated and shall have no legal force or effect; and
- (b) The City and the Secretary of the Kansas Department of Transportation (“KDOT”) entering into an agreement whereby KDOT agrees to reimburse the City for up to \$1,000,000 of the costs of constructing 193<sup>rd</sup> Street from Essex Road to Homestead Lane and Essex Road from 191<sup>st</sup> Street south approximately 2,300 linear feet.

**Section 3. Grant Paid Solely from Public Infrastructure Fund.** Spectrum Brands acknowledges that the City, Edgerton Land Holding Company, LLC, a Kansas limited liability company, and BNSF Railway Company, a Delaware corporation, have entered in to an Amended and Restated Public Infrastructure Financing Plan dated as of July 15, 2015 (the “Financing Plan”). Section 2 of the Financing Plan created a Public Infrastructure Fund (as defined in the Financing Plan), and the City agreed to deposit certain Sources of Funds (as defined in the Financing Plan) in the Public Infrastructure Fund to complete certain public infrastructure improvements for the intermodal and logistics park. Pursuant to the terms of the Financing Plan, the City and Commerce Bank, as trustee (the “Trustee”) entered in to a Master Trust Indenture dated as of December 1, 2015 (the “Master Indenture”) whereby the City and the Trustee agreed that the Trustee would administer the Public Infrastructure Fund, and the City now deposits all Sources of Funds in a Revenue Fund created in the Master Indenture.

The City agrees that it will cause the Master Indenture to be amended to create a Spectrum Brands Distribution Fund for the purpose of paying amounts owed under this Agreement. The City agrees that the

Trustee will be directed to deposit Sources of Funds received by it in the Spectrum Brands Distribution Fund according to the waterfall provisions in the Master Indenture, as amended, and it will further direct the Trustee to make each Grant Payment to Spectrum Brands only to the extent funds are available in such account and in accordance with the priority of payment provisions provided for in the Master Indenture. The obligation of the City to make each Grant payment is not a general obligation of the City and does not constitute an indebtedness of the City within the meaning of any constitutional or statutory debt limitation or restriction, and each Grant Payment is not payable in any manner by taxation. Spectrum Brands acknowledges that it has reviewed the Financing Plan and the Master Indenture.

**Section 4. Permitted Use of Facility.** The Facility may be used by Spectrum Brands for the purpose of receiving, storing, assembling, shipping, distributing, preparing and selling locksets, hardware, plumbing fixtures and other Spectrum Brands products; the parking, storage and use (including driving into and through the Facility for loading and unloading) of trucks and trailers; processing customer returns; light manufacturing, assembly and repairs; general warehouse, office and data center use; printing; ancillary and related uses for any of the foregoing (the “Permitted Uses”).

**Section 5. Agreement of Spectrum Brands to Maintain Active Operations.** Spectrum Brands agrees to use the Facility for one or more of the Permitted Uses and agrees to employ more than a nominal number of employees at the Facility, unless the Facility is closed for remodeling or repairs for a period not to exceed three months.

**Section 6. Voluntary Community Involvement.** Upon terms and conditions to which the parties may later agree during the term of this Agreement, Spectrum Brands will use reasonable efforts to participate in community events substantially similar to its community involvement efforts in other jurisdictions where Spectrum Brands facilities are located. These efforts may, but need not, include giving locally of cash or product donation and employee volunteer time.

**Section 7. Termination of Agreement.** This Agreement shall terminate upon the earlier of (a) the City’s election following its notice to Spectrum Brands of a breach by Spectrum Brands of its obligations under this Agreement and the expiration of a 45-day cure period, or (b) the date the final Grant Payment is made to Spectrum Brands. If this Agreement is terminated pursuant to clause (a) of the preceding sentence, the City shall have no obligation to make any Grant Payments which would become due after the expiration of Spectrum Brands’s opportunity to cure. Notwithstanding anything contrary herein, if any Grant Payment is not made within ninety (90) days of the dates set forth in Section 1 of this Agreement, Spectrum Brands may elect, in its sole discretion, to terminate this Agreement.

**Section 8. Binding Effect; Governing Law.** This Agreement shall be binding on and inure to the benefit of the parties and their respective officers, directors, shareholders, agents, attorneys, employees, successors, successors in interest and assigns. This Agreement shall be governed by and construed according to the laws of the State of Kansas.

**Section 9. Representations.** Each party represents and warrants that it (a) has made due and diligent inquiry into the facts and matters which are the subject matter of this Agreement; (b) fully understands the legal effect of this Agreement; and (c) is duly authorized and empowered to execute, deliver and perform this Agreement according to its terms and conditions.

**Section 10. No Waiver of Breach.** No waiver of any condition or covenant contained in this Agreement or any breach thereof shall be taken to constitute a waiver of any subsequent condition, covenant or breach.



**Section 11. Assignment.** Subject to Spectrum Brands' rights of assignment or delegation provided herein, this Agreement may not be assigned or transferred by either party, in whole or part, to any other person, firm, corporation, or entity without the prior, express, written consent of the other party. Notwithstanding anything to the contrary herein, Spectrum Brands may assign this Agreement and its rights under it or delegate its obligations under this Agreement to (i) any entity controlling, controlled by or under common control with Spectrum Brands, (ii) any entity resulting from the merger or consolidation of or with Spectrum Brands, or any entity controlling, controlled by or under common control with Spectrum Brands, (iii) any person or entity that acquires all (or substantially all) of the assets of Spectrum Brands, or any entity controlling, controlled by or under common control with Spectrum Brands, or (iv) any successor of Spectrum Brands, or any entity controlling, controlled by or under common control with Spectrum Brands, by reason of public offering, reorganization, dissolution, or sale of stock, membership or partnership interests or assets. Spectrum Brands may exercise such rights of assignment or delegation in the preceding sentence following at least seven (7) days' prior written notice to the City.

**Section 12. Entire Agreement; Amendments in Writing.** This Agreement and the acts provided for herein is the entire agreement between the parties with respect to the subject matter hereof, the terms and provisions of this Agreement are contractual and not mere recitals and no alterations, amendment, modification, or interpretation hereof shall be binding unless in writing and signed by all parties.

**Section 13. Notice Addresses.** Any notice provided under this Agreement shall be sent by both email and first-class mail to the following email addresses and addresses:

If to the City:	Edgerton City Hall Attention: City Administrator 404 E. Nelson Street Edgerton, Kansas 66021 Email: <a href="mailto:blinn@edgertonks.org">blinn@edgertonks.org</a>
With a copy to:	SA Legal Advisors LC Attention: Scott W. Anderson 8801 Renner Blvd., Suite 403 Lenexa, Kansas 66219 Email: <a href="mailto:sanderson@SALegalAdvisors.com">sanderson@SALegalAdvisors.com</a>
If to Spectrum Brands:	Spectrum Brands, Inc. Attention: Assistant General Counsel 3001 Deming Way Middleton, WI 53562 Email: <a href="mailto:art.garcia@spectrumbrands.com">art.garcia@spectrumbrands.com</a>

**Section 14. Payment Instructions.** Each Grant Payment shall be delivered via U. S. Mail, or a nationally-recognized overnight courier service such as UPS or FedEx, and sent to the notice address specified above.

**Section 15. Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original but all of which together shall be deemed to be one and the same instrument.

**Section 16. Effective Date.** This Agreement is effective hereto on the date first above written (“Effective Date”), and the term of this Agreement is the duration between the Effective Date and the date it terminates.

**IN WITNESS WHEREOF**, this Agreement has been executed by the parties hereto on the date first above written.

**CITY:**

**CITY OF EDGERTON, KANSAS**

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

Attest:

\_\_\_\_\_  
Janeice Rawles  
City Clerk

Approved as to form:

\_\_\_\_\_  
Scott W. Anderson  
City Economic Development Counsel

**SPECTRUM BRANDS, INC.**  
a Delaware corporation

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

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

Date: \_\_\_\_\_

PROJECT NO. 46 KA-4547-01  
CONSTRUCTION  
CITY OF EDGERTON, KANSAS

## AGREEMENT

This Agreement is between the **Secretary of Transportation**, Kansas Department of Transportation (KDOT) (the “Secretary”) and the **City of Edgerton, Kansas** (“City”), collectively, the “Parties.”

### RECITALS:

- A. The City has requested and the Secretary has authorized a construction project, as further described in this Agreement.
- B. Pursuant to the laws of Kansas, including K.S.A. 2013 Supp. 68-2314b, the Secretary is authorized to provide assistance to cities for roads and bridges not on the state highway systems, and is further authorized to provide transportation improvement assistance for transportation-sensitive economic opportunities on a local basis.
- C. Cities may, under certain circumstances, enter into agreements with the Secretary for the financing and construction of local streets.

**NOW THEREFORE**, in consideration of these premises and the mutual covenants set forth herein, the Parties agree to the following terms and provisions.

### ARTICLE I

**DEFINITIONS:** The following terms as used in this Agreement have the designated meanings:

- 1. **“Agreement”** means this written document, including all attachments and exhibits, evidencing the legally binding terms and conditions of the agreement between the Parties.
- 2. **“City”** means City of Edgerton, Kansas, with its principal place of business at 404 E. Nelson, Edgerton, KS, 66021.
- 3. **“Construction”** means the work done on the Project after Letting, consisting of building, altering, repairing, improving or demolishing any structure, building or highway; any drainage, dredging, excavation, grading or similar work upon real property.
- 4. **“Construction Contingency Items”** means unforeseeable elements of cost within the defined project scope identified after the Construction phase commences.
- 5. **“Construction Engineering”** means inspection services, material testing, engineering consultation and other reengineering activities required during Construction of the Project.

6. **“Consultant”** means any engineering firm or other entity retained to perform services for the Project.
7. **“Contractor”** means the entity awarded the Construction contract for the Project and any subcontractors working for the Contractor with respect to the Project.
8. **“Design Plans”** means design plans, specifications, estimates, surveys, and any necessary studies or investigations, including, but not limited to, environmental, hydraulic, and geological investigations or studies necessary for the Project under this Agreement.
9. **“Effective Date”** means the date this Agreement is signed by the Secretary or the Secretary’s designee.
10. **“Encroachment”** means any building, structure, farming, vehicle parking, storage or other object or thing, including but not limited to signs, posters, billboards, roadside stands, fences, or other private installations, not authorized to be located within the Right of Way which may or may not require removal during Construction pursuant to the Design Plans.
11. **“FHWA”** means the Federal Highway Administration, a federal agency of the United States.
12. **“Hazardous Waste”** includes, but is not limited to, any substance which meets the test of hazardous waste characteristics by exhibiting flammability, corrosivity, or reactivity, or which is defined by state and federal laws and regulations, and any pollutant or contaminant which may present an imminent and substantial danger to the public health or welfare, including but not limited to leaking underground storage tanks. Any hazardous waste as defined by state and federal laws and regulations and amendments occurring after November 11, 1991, is incorporated by reference and includes but is not limited to: (1) 40 C.F.R. § 261 et seq., Hazardous Waste Management System; Identification and Listing of Hazardous Waste; Toxicity Characteristics Revisions; Final Rule; (2) 40 C.F.R. § 280 et seq., Underground Storage Tanks; Technical Requirements and State Program Approval; Final Rules; (3) 40 C.F.R. § 300, National Oil and Hazardous Substances Pollution Contingency Plan; Final Rule; and (4) K.S.A. 65-3430 et seq., Hazardous Waste.
13. **“KDOT”** means the Kansas Department of Transportation, an agency of the state of Kansas, with its principal place of business located at 700 Southwest Harrison Street, Topeka, KS, 66603-3745.
14. **“Letting” or “Let”** means the process of receiving bids prior to any award of a Construction contract for any portion of the Project.
15. **“Non-Participating Costs”** means the costs of any items or services which the Secretary, acting on his own behalf, reasonably determines are not Participating Costs.

16. **“Notice of Acceptance”** means a written notification from the Secretary that the Secretary has received certification from the City that the Project has been completed in compliance with the Project plans, specifications, and applicable standards and that the Secretary accepts the construction provided for and contemplated by the Agreement as completed in accordance with the requirements of this Agreement.
17. **“Participating Costs”** means expenditures for items or services which are an integral part of highway, bridge and road construction projects, as reasonably determined by the Secretary.
18. **“Parties”** means the Secretary of Transportation and KDOT, individually and collectively, and the City.
19. **“Preliminary Engineering”** means pre-construction activities, including but not limited to design work, generally performed by a consulting engineering firm that takes place before Letting.
20. **“Project”** means all phases and aspects of the Construction endeavor to be undertaken by the City, as and when authorized by the Secretary prior to Letting, being: **Construction of 193rd Street from Essex Road to Homestead Lane and Essex Road from 191st Street south 2,300 linear feet**, and is the subject of this Agreement.
21. **“Project Limits”** means that area of Construction for the Project, including all areas between and within the Right of Way boundaries as shown on the Design Plans.
22. **“Responsible Bidder”** means one who makes an offer to construct the Project in response to a request for bid with the technical capability, financial capacity, human resources, equipment, and performance record required to perform the contractual services. The bidder must be eligible and listed on KDOT’s prequalified list.
23. **“Right of Way”** means the real property and interests therein necessary for Construction of the Project, including fee simple title, dedications, permanent and temporary easements, and access rights, as shown on the Design Plans.
24. **“Secretary”** means the Secretary of Transportation of the state of Kansas, and his or her successors and assigns.
25. **“Spectrum Brands”** means Spectrum Brands Hardware and Home Improvement Division with its principal place of business located at 601 Ray O Vac Dr, Madison, WI 53711.
26. **“Utilities” or “Utility”** means all privately, publicly or cooperatively owned lines, facilities and systems for producing, transmitting or distributing communications, power, electricity, light, heat, gas, oil, crude products, water, steam, waste, and other similar commodities, including non-transportation fire and police communication systems which directly or indirectly serve the public.

## ARTICLE II

### SECRETARY RESPONSIBILITIES:

1. **Technical Information on Right of Way Acquisition.** The Secretary will provide technical information upon request to help the City acquire rights of way in accordance with the laws and with procedures established by KDOT's Bureau of Right of Way and the Office of Chief Counsel such that the City may obtain participation of state funds in the cost of the Project.
2. **Payment of Costs.** The Secretary agrees to reimburse the City for one hundred percent (100%) of the total actual costs of Construction (which includes the costs of all Construction Contingency Items), but not to exceed \$1,000,000.00 for the Project. The Secretary shall not be responsible for the total actual costs of Preliminary Engineering, Construction Engineering, Right of Way, or Utility adjustments for the Project.
3. **Reimbursement Payments.** The Secretary agrees to make partial payments to the City for amounts not less than \$1,000 and no more frequently than monthly. Such payments will be made after receipt of proper billing and approval by a licensed professional engineer employed by the City that the Project is being constructed within substantial compliance of the Design Plans.
4. **Verification of Development is a Condition Precedent to Reimbursement.** The Secretary shall not reimburse the City until the Secretary receives verification from the City that development necessitating the Project is underway. Verification for the Project may consist of evidence of construction, such as a building permit, for the Spectrum Brands distribution facility. Failure to submit verification of development by Spectrum Brands shall result in the Secretary cancelling the Project.

## ARTICLE III

### CITY RESPONSIBILITIES:

1. **Legal Authority.** The City agrees to adopt all necessary ordinances and/or resolutions and to take such administrative or legal steps as may be required to give full effect to the terms of this Agreement.
2. **Design and Specifications.** The City shall be responsible to make or contract to have made Design Plans for the Project.
3. **Letting and Administration by City.** The City shall Let the contract for the Project and shall award the contract to the lowest Responsible Bidder upon concurrence in the award by the Secretary. The City further agrees to administer the construction of the Project in accordance with the Design Plans, and the documents set forth in Article III, paragraph 4 below, and to administer the payments due the Contractor, including the portion of the cost borne by the Secretary.



4. **Conformity with State and Federal Requirements.** The City shall be responsible to design the Project or contract to have the Project designed in conformity with the state and federal design criteria appropriate for the Project in accordance with the current Local Projects LPA Project Development Manual, Bureau of Local Project's (BLP) project memorandums, the current KDOT Design Manual, Geotechnical Bridge Foundation Investigation Guidelines, Bureau of Design's road memorandums, the current version of the KDOT Standard Specifications for State Road and Bridge Construction with Special Provisions, and with any necessary Project Special Provisions required by the Secretary or by the City with the Secretary's concurrence, A Policy on Geometric Design of Highways and Streets of the American Association of State Highway and Transportation Officials Policy, the KDOT Access Management Policy, the KDOT Access Management Construction Project Guidelines, and the latest version, as adopted by the Secretary, of the Manual on Unified Traffic Control Devices (MUTCD), as applicable.

5. **Submission of Design Plans to Secretary.** Upon their completion, the City shall have the Design Plans submitted to the Secretary by a licensed professional engineer attesting to the conformity of the Design Plans with the items in Article III, paragraph 4 above. The Design Plans must be signed and sealed by the licensed professional engineer responsible for preparation of the Design Plans. In addition, geological investigations or studies must be signed and sealed by either a licensed geologist or licensed professional engineer in accordance with K.S.A. 74-7042, who is responsible for the preparation of the geological investigations or studies.

6. **Consultant Contract Language.** The City shall include language requiring conformity with Article III, paragraph 4 above, in all contracts between the City and any Consultant with whom the City has contracted to perform services for the Project. In addition, any contract between the City and any Consultant retained by them to perform any of the services described or referenced in this paragraph for the Project covered by this Agreement must contain language requiring conformity with Article III, paragraph 4 above. In addition, any contract between the City and any Consultant with whom the City has contracted to prepare and certify Design Plans for the Project covered by this Agreement must also contain the following provisions:

(a) **Completion of Design.** Language requiring completion of all plan development stages no later than the current Project schedule's due dates, exclusive of delays beyond the Consultant's control.

(b) **Progress Reports.** Language requiring the Consultant to submit to the City (and to the Secretary upon request) progress reports at monthly or at mutually agreed intervals in conformity with the official Project schedule.

(c) **Third Party Beneficiary.** Language making the Secretary a third party beneficiary in the agreement between the City and the Consultant. Such language shall read:

“Because of the Secretary of Transportation of the State of Kansas’ (Secretary’s) obligation to administer state funds, federal funds, or both, the Secretary shall be a third party beneficiary to this agreement between the City and the Consultant. This third party beneficiary status is for the limited

purpose of seeking payment or reimbursement for damages and costs the Secretary or the City or both incurred or will incur because the Consultant failed to comply with its contract obligations under this Agreement or because of the Consultant's negligent acts, errors, or omissions. Nothing in this provision precludes the City from seeking recovery or settling any dispute with the Consultant as long as such settlement does not restrict the Secretary's right to payment or reimbursement."

7. **Responsibility for Adequacy of Design.** The City shall be responsible for and require any consultant retained by it to be responsible for the adequacy and accuracy of the Design Plans for the Project. Any review of these items performed by the Secretary or Secretary's representatives is not intended to and shall not be construed to be an undertaking of the City's and its Consultant's duty to provide adequate and accurate Design Plans for the Project. Reviews by the Secretary are not done for the benefit of the Consultant, the construction Contractor, the City, any other political subdivision, or the traveling public. The Secretary makes no representation, express or implied warranty to any person or entity concerning the adequacy or accuracy of the Design Plans for the Project, or any other work performed by the Consultant or the City.

8. **Performance Bond.** The City further agrees to require the Contractor to provide a performance bond in a sum not less than the amount of the contract as awarded.

9. **Plan Retention.** The City will maintain a complete set of final Design Plans reproducible, as-built prints, approved shop drawings, and structural materials certification for five (5) years after the Project's completion. The City further agrees to make such reproducible, prints, drawings, and certifications available for inspection by the Secretary upon request. The City shall provide access to or copies of all the above-mentioned documents to the Secretary.

10. **General Indemnification.** To the extent permitted by law and subject to the maximum liability provisions of the Kansas Tort Claims Acts as applicable, the City will defend, indemnify, hold harmless, and save the Secretary and the Secretary's authorized representatives from any and all costs, liabilities, expenses, suits, judgments, damages to persons or property, or claims of any nature whatsoever arising out of or in connection with the provisions or performance of this Agreement by the City, the City's employees, agents, subcontractors or its consultants. The City shall not be required to defend, indemnify, or hold the Secretary harmless for negligent acts or omissions of the Secretary or Secretary's authorized representatives or employees.

11. **Indemnification by Contractors.** The City agrees to require the Contractor to indemnify, hold harmless, and save the Secretary and the City from personal injury and property damage claims arising out of the act or omission of the Contractor, the Contractor's agent, subcontractors (at any tier), or suppliers (at any tier). If the Secretary or the City defends a third party's claim, the Contractor shall indemnify the Secretary and the City for damages paid to the third party and all related expenses either the Secretary or the City or both incur in defending the claim.

12. **Authorization of Signatory.** The City shall authorize a duly appointed representative to sign for the City any or all routine reports as may be required or requested by the Secretary in the completion of the Project.

13. **Right of Way.** The City agrees to the following with regard to Right of Way:

(a) **Right of Way Acquisition.** The City will, in its own name, as provided by law, acquire by purchase, dedication or condemnation all the Right of Way shown on the final Design Plans in accordance with the schedule established by City. The City agrees the necessary Right of Way shall be acquired in compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended by the Surface Transportation and Uniform Relocation Assistance Act of 1987, and administrative regulations contained in 49 C.F.R. Part 24, entitled Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs. The City shall certify to the Secretary, on forms provided by the KDOT's Bureau of Local Projects, such Right of Way has been acquired. The City further agrees it will have recorded in the Office of the Register of Deeds all Right of Way, deeds, dedications, permanent easements and temporary easements.

(b) **Right of Way Documentation.** The City will provide all legal descriptions required for Right of Way acquisition work. Right of way descriptions must be signed and sealed by a licensed land surveyor responsible for the preparation of the Right of Way descriptions. The City further agrees to acquire Right of Way in accordance with the laws and with procedures established by KDOT's Bureau of Right of Way and the Office of Chief Counsel. The City agrees copies of all documents, including recommendations and coordination for appeals, bills, contracts, journal entries, case files, or documentation requested by the Office of Chief Counsel will be delivered within the time limits set by the Secretary.

(c) **Relocation Assistance.** The City will contact the Secretary if there will be any displaced person on the Project prior to making the offer for the property. The Parties mutually agree the Secretary will provide relocation assistance for eligible persons as defined in the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended by the Surface Transportation and Uniform Relocation Assistance Act of 1987, and as provided in 49 C.F.R. Part 24, entitled Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs, and in general accordance with K.S.A. 58-3501 to 58-3507, inclusive, and Kansas Administrative Regulations 36-16-1 et seq.

(d) **Non-Highway Use of Right of Way.** Except as otherwise provided, all Right of Way provided for the Project shall be used solely for public street purposes. Any disposal of or change in the use of Right of Way or in access after Construction of the Project will require prior written approval by the Secretary.

(e) **Trails and Sidewalks on Right of Way.** Intentionally deleted.

14. **Removal of Encroachments.** The City shall initiate and proceed with diligence to remove or require the removal of all Encroachments either on or above the limits of the Right of Way within its jurisdiction as shown on the final Design Plans for this Project. It is further agreed all such Encroachments will be removed before the Project is advertised for Letting; except the Secretary may permit the Project to be advertised for Letting before such Encroachment is fully removed if the Secretary determines the City and the owner of the Encroachment have fully provided for the physical removal of the Encroachment and such removal will be accomplished within a time sufficiently short to present no hindrance or delay to the Construction of the Project.

15. **Future Encroachments.** Except as provided by state and federal laws, the City agrees it will not in the future permit Encroachments upon the Right of Way of the Project, and specifically will require any gas and fuel dispensing pumps erected, moved, or installed along the Project be placed no less than the distance permitted by the National Fire Code from the Right of Way line.

16. **Utilities.** The City agrees to the following with regard to Utilities:

(a) **Utility Relocation.** The City will move or adjust, or cause to be moved or adjusted, and will be responsible for such removal or adjustment of all existing Utilities necessary to construct the Project in accordance with the final Design Plans. New or existing Utilities to be installed, moved, or adjusted will be located or relocated in accordance with the current version of the KDOT Utility Accommodation Policy (UAP), as amended or supplemented.

(b) **Status of Utilities.** The City shall furnish the Secretary a list identifying existing and known Utilities affected, together with locations and proposed adjustments of the same and designate a representative to be responsible for coordinating the necessary removal or adjustment of Utilities.

(c) **Time of Relocation.** The City will expeditiously take such steps as are necessary to facilitate the early adjustment of any Utilities, initiate the removal or adjustment of the Utilities, and proceed with reasonable diligence to prosecute this work to completion. The City shall certify to the Secretary on forms supplied by the Secretary that all Utilities required to be moved prior to Construction have either been moved or a date provided by the City as to when, prior to the scheduled Letting and Construction, Utilities will be moved. The City shall move or adjust or cause to be moved or adjusted all necessary Utilities within the time specified in the City's certified form except those necessary to be moved or adjusted during Construction and those which would disturb the existing street surface. The City will initiate and proceed to complete adjusting the remaining Utilities not required to be moved during Construction so as not to delay the Contractor in Construction of the Project.

(d) **Permitting of Private Utilities.** The City shall certify to the Secretary all privately owned Utilities occupying public Right of Way required for the Construction of the Project are permitted at the location by franchise, ordinance, agreement or permit and

the instrument shall include a statement as to which party will bear the cost of future adjustments or relocations required as a result of street or highway improvements.

(e) Indemnification. To the extent permitted by law, the City will indemnify, hold harmless, and save the Secretary and the Contractor for damages incurred by the Secretary and Contractor because identified Utilities have not been moved or adjusted timely or accurately.

(f) Cost of Relocation. Except as provided by state and federal laws, the expense of the removal or adjustment of the Utilities located on public Right of Way shall be borne by the owners. The expense of the removal or adjustment of privately owned Utilities located on private Right of Way or easements shall be borne by the City except as provided by state and federal laws.

17. **Hazardous Waste**. The City agrees to the following with regard to Hazardous Waste:

(a) Removal of Hazardous Waste. The City shall locate and be responsible for remediation and cleanup of any Hazardous Waste discovered within the Project Limits. The City shall take appropriate action to cleanup and remediate any identified Hazardous Waste prior to Letting. The City will also investigate all Hazardous Waste discovered during Construction and shall take appropriate action to cleanup and remediate Hazardous Waste. The standards to establish cleanup and remediation of Hazardous Waste include, but are not limited to, federal programs administered by the Environmental Protection Agency, State of Kansas environmental laws and regulations, and local government standards where the Hazardous Waste is located.

(b) Responsibility for Hazardous Waste Remediation Costs. The City shall be responsible for all damages, fines or penalties, expenses, fees, claims and costs incurred from remediation and cleanup of any Hazardous Waste within the Project Limits which is discovered prior to Letting or during Construction.

(c) Hazardous Waste Indemnification. The City shall hold harmless, defend, and indemnify the Secretary, the Secretary's agents and employees from all claims, including contract claims and associated expenses, and from all fines, penalties, fees or costs imposed under state or federal laws arising out of or related to any act of omission by the City in undertaking cleanup or remediation for any Hazardous Waste.

(d) No Waiver. By signing this Agreement the City has not repudiated, abandoned, surrendered, waived or forfeited its right to bring any action, seek indemnification or seek any other form of recovery or remedy against any third party responsible for any Hazardous Waste on any Right of Way within the Project limits. The City reserves the right to bring any action against any third party for any Hazardous Waste on any Right of Way within the Project limits.

18. **Inspections.** The City is responsible to provide Construction Engineering for the Project in accordance with the documents identified in Article III, paragraph 4 above.

(a) **By City Personnel.** City personnel who are fully qualified to perform the inspection services in a competent and professional manner may be utilized by the City to inspect the Project, in which case the City shall provide the Secretary with a list of such personnel who will act as the assigned inspectors and their certifications.

(b) **By a Consultant.** If the City does not have sufficient qualified engineering employees to accomplish the Construction Engineering on this Project, it may engage the professional services of a qualified consulting engineering firm to do the necessary services. However, any Consultant retained must represent it is in good standing and full compliance with the statutes of the State of Kansas for registration of professional engineers, the FHWA, and all Federal agencies, provide personnel who are fully qualified to perform the services in a competent and professional manner, and provide the Secretary with a list of assigned inspectors and their certifications.

(c) **Protective Clothing.** The City will require at a minimum all City personnel and all Consultant personnel performing Construction Engineering comply with the high visibility apparel requirements of the *KDOT Safety Manual*, Chapter 4, Section 8 Fluorescent Vests. If the City executes an agreement for Construction Engineering, the agreement shall contain this requirement as a minimum. The City may set additional clothing requirements for adequate visibility of personnel.

19. **Corrective Work.** Representatives of the Secretary may make periodic inspections of the Project and the records of the City as may be deemed necessary or desirable. The City will direct or cause its contractor to accomplish any corrective action or work required by the Secretary's representative as needed for a determination of state participation. The Secretary does not undertake (for the benefit of the City, the Contractor, the Consultant, or any third party) the duty to perform day-to-day detailed inspection of the Project or to catch the Contractor's errors, omissions or deviations from the final Design Plans.

20. **Traffic Control.** The City agrees to the following with regard to traffic control for the Project:

(a) **Temporary Traffic Control.** The City shall provide a temporary traffic control plan within the Design Plans, which includes the City's plan for handling multi-modal traffic during Construction, including detour routes and road closings, if necessary, and installation of alternate or temporary pedestrian accessible paths to pedestrian facilities in the public Right of Way within the Project Limits. The City's temporary traffic control plan must be in conformity with the latest version of the Manual on Uniform Traffic Control Devices (MUTCD), as adopted by the Secretary, and be in compliance with the American Disabilities Act of 1990 (ADA) and its implementing regulations at 28 C.F.R. Part 35, and FHWA rules, regulations, and guidance pertaining to the same. The Secretary or the Secretary's authorized representative may act as the City's agent with full authority to determine the dates when any road closings will commence and terminate. The Secretary

or the Secretary's authorized representative shall notify the City of the determinations made pursuant to this section.

(b) Permanent Traffic Control. The location, form and character of informational, regulatory and warning signs, of traffic signals and of curb and pavement or other markings installed or placed by any public authority, or other agency as authorized by K.S.A. 8-2005, must conform to the manual and specifications adopted under K.S.A. 8 2003, and any amendments thereto are incorporated by reference.

(c) Parking Control. The City will control parking of vehicles on the City streets throughout the length of the Project covered by this Agreement. On street parking will be permitted until such time as parking interferes with the orderly flow of traffic along the street.

(d) Traffic Movements. The arterial characteristics inherent in the Project require uniformity in information and regulations to the end that traffic may be safely and expeditiously served. The City shall adopt and enforce rules and regulations governing traffic movements as may be deemed necessary or desirable by the Secretary.

21. Access Control. The City will maintain the control of access rights and prohibit the construction or use of any entrances or access points along the Project within the City other than those shown on the final Design Plans and in accordance with the KDOT Access Management Policy, unless prior approval is obtained from the Secretary.

22. Economic Development Determination. The City shall quantify the impact of the Project on economic development and submit to the Secretary information detailing the number of jobs created, average salary, and other economic benefits generated due to economic development activities associated with the Project. This information shall be submitted within one year of Notice of Acceptance of the Project.

23. Maintenance. When the Project is completed and final acceptance is issued, the City will, at its own cost and expense, maintain the Project and will make ample provision each year for such maintenance. If notified by the State Transportation Engineer of any unsatisfactory maintenance condition, the City will begin the necessary repairs within thirty (30) days and will prosecute the work continuously until it is satisfactorily completed.

24. Financial Obligation. The City will be responsible for one hundred percent (100%) of the total actual costs of Construction (which includes the costs of all Construction Contingency Items) that exceed \$1,000,000.00 for the Project. Further, the City agrees to be responsible for one hundred percent (100%) of the total actual costs of Preliminary Engineering, Construction Engineering, Right of Way, and Utility adjustments for the Project. The City shall also be responsible for any Non-Participating Costs incurred for the Project.

25. Prior Costs Incurred. The City shall be responsible for one hundred percent (100%) of any Project costs incurred by the City for the Project prior to the funding for the Project being authorized, obligated, and approved by the Secretary.



26. **Audit.** The City will participate and cooperate with the Secretary in an annual audit of the Project. The City shall make its records and books available to representatives of the Secretary for audit for a period of five (5) years after date of final payment under this Agreement. If any such audits reveal payments have been made with state funds by the City for items considered Non-Participating Costs, the City shall promptly reimburse the Secretary for such items upon notification by the Secretary.

27. **Accounting.** Upon request by the Secretary and in order to enable the Secretary to report all costs of the Project to the legislature, the City shall provide the Secretary an accounting of all actual Non-Participating Costs which are paid directly by the City to any party outside of the Secretary and all costs incurred by the City not to be reimbursed by the Secretary for Preliminary Engineering, Right of Way, Utility adjustments, Construction, and Construction Engineering work phases, or any other major expense associated with the Project.

28. **Cancellation by City.** If the City cancels the Project or fails to provide verification of development, it will reimburse the Secretary for any costs incurred by the Secretary prior to the cancellation of the Project. The City agrees to reimburse the Secretary within thirty (30) days after receipt by the City of the Secretary's statement of the cost incurred by the Secretary prior to the cancellation of the Project.

## ARTICLE IV

### GENERAL PROVISIONS:

1. **Incorporation of Documents.** The final Design Plans, special provisions, Construction Contract Proposal (as available), the Project Procedures Manuals, the agreement estimate for Construction Engineering services (if applicable) and other Special Attachments are all essential documents of this Agreement and are hereby incorporated by reference and made a part of this Agreement.

2. **Compliance with Federal and State Laws.** The City agrees to comply with all appropriate state and federal laws and regulations applicable to the Project.

3. **Civil Rights Act.** The Special Attachment No. 1, pertaining to the implementation of the Civil Rights Act of 1964, is attached and made a part of this Agreement.

4. **Contractual Provisions.** The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 06-12), which is attached hereto, are hereby incorporated in this contract and made a part hereof.

5. **Headings.** All headings in this Agreement have been included for convenience of reference only and are not to be deemed to control or affect the meaning or construction or the provisions herein.

6. **Binding Agreement.** This Agreement and all contracts entered into under the provisions of this Agreement shall be binding upon the Secretary and the City and their successors in office.

7. **No Third Party Beneficiaries.** No third party beneficiaries are intended to be created by this Agreement and nothing in this Agreement authorizes third parties to maintain a suit for damages pursuant to the terms or provisions of this Agreement.

**IN WITNESS WHEREOF** the Parties have caused this Agreement to be signed by their duly authorized officers as of the Effective Date.

ATTEST: CITY OF EDGERTON, KANSAS

CITY CLERK (Date) Donald Roberts, Mayor

(SEAL) Kansas Department of Transportation  
Secretary of Transportation

BY: Catherine Patrick, P.E. (Date)  
State Transportation Engineer

**CONTRACTUAL PROVISIONS ATTACHMENT**

**Important:** This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

"The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 06-12), which is attached hereto, are hereby incorporated in this contract and made a part thereof."

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
2. **Kansas Law and Venue:** This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.
3. **Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges-hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
4. **Disclaimer Of Liability:** No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).
5. **Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

Contractor agrees to comply with all applicable state and federal anti-discrimination laws.

The provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting State agency cumulatively total \$5,000 or less during the fiscal year of such agency.

6. **Acceptance Of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.
8. **Representative's Authority To Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
9. **Responsibility For Taxes:** The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
10. **Insurance:** The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.
11. **Information:** No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.
12. **The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."
13. **Campaign Contributions / Lobbying:** Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.

## KANSAS DEPARTMENT OF TRANSPORTATION

Special Attachment  
To Contracts or Agreements Entered Into  
By the Secretary of Transportation of the State of Kansas

NOTE: Whenever this Special Attachment conflicts with provisions of the Document to which it is attached, this Special Attachment shall govern.

THE CIVIL RIGHTS ACT OF 1964, and any amendments thereto,  
REHABILITATION ACT OF 1973, and any amendments thereto,  
AMERICANS WITH DISABILITIES ACT OF 1990, and any amendments thereto,  
AGE DISCRIMINATION ACT OF 1975, and any amendments thereto,  
EXECUTIVE ORDER 12898, FEDERAL ACTIONS TO ADDRESS ENVIRONMENTAL JUSTICE IN MINORITY  
POPULATIONS AND LOW INCOME POPULATIONS 1994, and any amendments thereto,  
49 C.F.R. Part 26.1 (DBE Program), and any amendments thereto

### NOTIFICATION

The Secretary of Transportation for the State of Kansas, in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964 (78 Stat. 252), §504 of the Rehabilitation Act of 1973 (87 Stat. 355) and the Americans with Disabilities Act of 1990 (42 USC 12101), the Age Discrimination Act of 1975 (42 USC 6101), the regulations of the U.S. Department of Transportation (49 C.F.R., Part 21, 23, and 27), issued pursuant to such Act, Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low Income Populations (1994), and the DBE Program (49 C.F.R., Part 26.1), hereby notifies all contracting parties that, the contracting parties will affirmatively ensure that this contract will be implemented without discrimination on the grounds of race, religion, color, gender, age, disability, national origin, or minority populations and low income populations as more specifically set out in the following “Nondiscrimination Clauses”.

### CLARIFICATION

Where the term “Consultant” appears in the following “Nondiscrimination Clauses”, the term “Consultant” is understood to include all parties to contracts or agreements with the Secretary of Transportation of the State of Kansas.

### Nondiscrimination Clauses

During the performance of this contract, the Consultant, or the Consultant’s assignees and successors in interest (hereinafter referred to as the “Consultant”), agrees as follows:

- 1) Compliance with regulations: The Consultant will comply with the regulations of the U.S. Department of Transportation relating to nondiscrimination in its federally-assisted programs and codified at Title 49, Code of Federal Regulations, Parts 21, 23 and 27, (hereinafter referred to as the “Regulations”). The Regulations are herein incorporated by reference and made a part of this contract.
- 2) Nondiscrimination: The Consultant, with regard to the work performed by the Consultant after award and prior to the completion of the contract work, will not discriminate on the grounds of race, religion, color, gender, age, disability, national origin or minority populations and low income populations in the selection and retention of subcontractors, including in the procurements of materials and leases of equipment. The Consultant will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- 3) Solicitations for Subcontractors, including Procurements of Material and Equipment: In all solicitations, either competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract including procurements of materials and equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant’s obligation under this contract and the Regulations relative to nondiscrimination on the grounds of race, religion, color, gender, age, disability, national origin or minority populations and low income populations.

- 4) Information and Reports: The Consultant will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and the Secretary of the Transportation of the State of Kansas will be permitted access to the Consultant's books, records, accounts, other sources of information, and facilities as may be determined by the Secretary of Transportation of the State of Kansas to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the Secretary of Transportation of the State of Kansas and shall set forth what efforts it has made to obtain the information.
- 5) Employment: The Consultant will not discriminate against any employee or applicant for employment because of race, religion, color, gender, age, disability, or national origin.
- 6) Sanctions for Noncompliance: In the event of the Consultant's noncompliance with the nondiscrimination provisions of this contract, the Secretary of Transportation of the State of Kansas shall impose such contract sanctions as the Secretary of Transportation of the State of Kansas may determine to be appropriate, including, but not limited to,
  - (a) withholding of payments to the Consultant under the contract until the Consultant complies, and/or
  - (b) cancellation, termination or suspension of the contract, in whole or in part.
- 7) Disadvantaged Business Obligation
  - (a) Disadvantaged Business as defined in the Regulations shall have a level playing field to compete for contracts financed in whole or in part with federal funds under this contract.
  - (b) All necessary and reasonable steps shall be taken in accordance with the Regulations to ensure that Disadvantaged Businesses have equal opportunity to compete for and perform contracts. No person(s) shall be discriminated against on the basis of race, color, gender, or national origin in the award and performance of federally-assisted contracts.
  - (c) The Consultant, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Consultant shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of Federally-assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.
- 8) Executive Order 12898
  - (a) To the extent permitted by existing law, and whenever practical and appropriate, all necessary and reasonable steps shall be taken in accordance with Executive Order 12898 to collect, maintain, and analyze information on the race, color, national origin and income level of persons affected by programs, policies and activities of the Secretary of Transportation of the State of Kansas and use such information in complying with Executive Order 12898.
- 9) Incorporation of Provisions: The Consultant will include the provisions of paragraphs (1) through (8) in every subcontract, including procurements of materials and equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. The Consultant will take such action with respect to any subcontract or procurement as the Secretary of Transportation of the State of Kansas may direct as a means of enforcing such provisions including sanctions for noncompliance: PROVIDED, however, that, in the event a Consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Consultant may request the State to enter into such litigation to protect the interests of the State.

## AGENDA ITEM INFORMATION FORM

**Agenda Item:** Consider LPKC Sewer Master Plan

**Department:** Utilities

**Background/Description of Item:** The List of Projects within the Amended and Restated Infrastructure Financing Plan does not include any sanitary sewer projects for Logistics Park Kansas City (LPKC). City staff requested that Edgerton Land Holding Company (ELHC) prepare a Master Plan to consider how sanitary sewer service can be provided to LPKC.

Please find enclosed the draft Sewer Master Plan as developed by ELHC and reviewed by city staff. The plan is divided into two main categories Publicly and Privately Funded Projects. Publicly funded projects are the type of project that provide the system infrastructure to serve as the backbone to provide sanitary sewer service to several buildings or areas of the park. Privately funded projects are smaller main extension projects to extend sanitary sewer service to one or two buildings.

The Publicly Funded projects have been further divided into the following categories.

Constructed Projects – This project has been authorized by City Council and funded by ELHC. Both City Council and staff requested the consider these projects in the context of the entire master plan.

- **SE Interceptor Phase I:** This project initiates at the manhole on the east side of Homestead Lane just north of 199<sup>th</sup> Street. It travels northeast over property owned by Prairie Tree north of IP 31, 32, 33 crossing Waverly Road. This project was initiated to provide sewer service to Amazon. It is shown in pink on the enclosed map.

Projects Under Design – These projects are under design by ELHC to support existing buildings or buildings under construction.

- **SE Interceptor Phase II:** This project extends north of IP 32 then east to extend the sewer interceptor to serve IP 11, 12 and 13 and IP 2 and 5. Shown in yellow.
- **Big Industrial Phase I:** ELHC and staff evaluated several options to best serve this area of the park including lifting up to rail serve, purchasing the private BNSF sewer line and constructing a parallel line to BNSF. After completing the analysis, ELHC together with staff recommends the construction of a lift station at 185<sup>th</sup> Street and Waverly and force main to the IMF lift station. This also includes the gravity line parallel to Waverly Road north of 185<sup>th</sup> Street. Shown in brown.
- **Big Industrial Phase II:** This project includes gravity main to serve the Big Industrial area of LPKC. Shown in green.
- **North Widmer Main and Lift Station:** This project would construct gravity main to serve IP 21 and 22 with capacity to serve future commercial/retail development on the Widmer property. The gravity main would connect to a lift station preferred to be at the NW corner of the Widmer property that would pump to the manhole at the southwest corner of 191<sup>st</sup> Street and Homestead Lane. Shown in light blue.

Future Projects – These projects are concepts to provide sanitary sewer service to future buildings.

- **South Widmer Main and Lift Station:** This project would construct a gravity main and lift station to cross the creek. Shown in dark blue.

- **Rail Serve:** This project would construct gravity main nearly the entire length of the rail serve property and construct a lift station to pump under the rail line at the far southwest corner of the IMF property. Shown in purple.

Total Estimated costs for the Publicly Funded projects is \$8,984,046.30. Similar to other infrastructure projects, no city general funds would be allocated for these projects. If added as a project to the LPKC List of Projects, all costs would be funded by the Public Infrastructure Fund.

Total Estimated costs for the Privately Funded projects is \$971,298.90. These projects include main extensions to serve individual buildings; therefore, these projects would not be included in the List of Project and all costs for design and construction would be borne by ELHC.

Once City Council approves the Master Plan and provides direction for which projects to include in the LPKC List of Projects, city staff anticipates bringing documentation (Exhibit B from the Amended and Restated Infrastructure Financing Plan) to add those projects to City Council on May 25<sup>th</sup> for consideration to become approved projects for the LPKC List of Projects.

Once an approved project on the list, ELHC would be able commence design and construction with any of the approved projects (similar to what currently occurs for street infrastructure) as needed to support the construction at LPKC. City staff and Kansas Department of Health and Environment (KDHE) would still review and approve design plans prior to construction. Additionally, any public sewer project requires full-time inspection during construction. Once a project is complete and final inspection has occurred, City Council would take formal action to accept the public infrastructure.

Enclosure: LPKC Sewer Master Plan Map  
LPKC Sewer Master Plan Opinion of Probable Costs

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

**Recommendation:** Approve LPKC Sewer Master Plan and Direct Staff to Prepare Documentation to Add Certain Projects to List of Approved Projects in LPKC Financing Plan

**Funding Source:** Public Infrastructure Fund

Prepared by: Beth Linn, City Administrator  
Date: May 8, 2017

**Opinion of Probable Construction Costs**  
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**PUBLICLY FUNDED PROJECTS**

**Constructed Projects**

**SE Interceptor Phase I**

No.	Item	Unit	Quantity	Unit Cost	Cost
1	Mobilization	LS	1	\$31,000.00	\$31,000.00
2	Clearing, Grubbing, and Demolition	LF	2250	\$15.70	\$35,325.00
3	5' Dia. Std. Concrete Manhole	EA.	18	\$5,975.00	\$107,550.00
4	4' Dia. Std. Concrete Manhole	EA	5	\$5,135.00	\$25,675.00
5	6' Dia. Drop Manhole	EA	1	\$12,150.00	\$12,150.00
6	10" PVC (SDR 26)	LF	1515	\$52.50	\$79,537.50
7	18" PVC (PS 115)	LF	5802	\$84.40	\$489,688.80
8	8" x 8" x 8" Tee	EA	1	\$575.00	\$575.00
9	10" x 10" x 8" Tee	EA	1	\$600.00	\$600.00
10	Concrete Cutoff Wall (8' Tall)	LF	36	\$245.00	\$8,820.00
11	Impervious Ditch Check	LF	10	\$150.00	\$1,500.00
12	KDOT Light 18" Rip-rap	CY	23	\$75.00	\$1,725.00
13	Rock Ditch Liner (D <sub>50</sub> =2")	CY	4	\$50.00	\$200.00
14	Bore Casing Pipe for 10" Pipe	LF	66	\$1,160.00	\$76,560.00
15	Blasted Trench Rock Excavation	CY	5574	\$38.00	\$211,812.00
16	Breaker Trench Rock Excavation	CY	2555	\$80.00	\$204,400.00
17	Erosion Control	LS	1	\$8,845.00	\$8,845.00
18	Seeding & Restoration	LF	5300	\$6.75	\$35,775.00
19	Rock Excavation	LS	1	\$260,790.70	\$260,790.70

Construction Total \$1,592,529.00

Design Fee \$55,870.00

**Total Design & Construction Cost \$1,648,399.00**

**Total Publicly Funded Constructed Projects \$1,648,399.00**

**Projects Under Design**

**SE Interceptor Phase II**

No.	Item	Unit	Quantity	Unit Cost	Cost
1	Mobilization	LS	1	\$24,300.00	\$24,300.00
2	Clearing & Grubbing	LS	1	\$27,000.00	\$27,000.00
3	6" PVC (SDR-26)	LF	20	\$30.00	\$600.00
4	8" PVC (SDR-26)	LF	20	\$31.00	\$620.00
5	10" PVC (SDR-26)	LF	141	\$35.00	\$4,935.00
6	12" PVC (SDR-26)	LF	2608	\$35.00	\$91,280.00
7	18" PVC (PS 115)	LF	2144	\$46.00	\$98,624.00
8	12" x 12" x 8" Tee	EA	2	\$350.00	\$700.00
9	18" x 18" x 6" Tee	EA	2	\$790.00	\$1,580.00
10	4' Dia. Std. Concrete Manhole	EA	8	\$2,900.00	\$23,200.00
11	5' Dia. Std. Concrete Manhole	EA.	9	\$4,810.00	\$43,290.00
12	Jack & Bore w/ 28" Steel Casing Pipe	LF	112	\$773.00	\$86,576.00
13	Jack & Bore w/ 22" Steel Casing Pipe	LF	472	\$773.00	\$364,856.00
14	8" Cutoff Wall	LF	53	\$90.00	\$4,770.00
15	Impervious Ditch Check	LF	10	\$190.00	\$1,900.00



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16	KDOT Light 18 Rip-Rap	CY	24	\$55.00	\$1,320.00
17	Erosion Control	LS	1	\$17,550.00	\$17,550.00
18	Seeding & Restoration	LS	1	\$13,500.00	\$13,500.00
19	Construction Staking	LS	1	\$6,300.00	\$6,300.00
20	Rock Excavation	LS	1	\$270,000.00	\$270,000.00

Construction Subtotal \$1,082,901.00

Contingencies (10%) \$108,290.10

Design & Survey Fee \$47,640.00

**Total Design & Construction Cost \$1,238,831.10**

**Big Industrial Phase I**

No.	Item	Unit	Quantity	Unit Cost	Cost
1	Mobilization	LS	1	\$4,893.75	\$4,893.75
2	4' Dia. Std. Concrete Manhole	EA	5	\$2,900.00	\$14,500.00
3	8" PVC (SDR 26)	LF	10	\$40.00	\$400.00
4	10" PVC (SDR 26)	LF	1459	\$45.25	\$66,019.75
5	10" DIP (Class 52)	LF	250	\$87.00	\$21,750.00
6	10" x 10" x 8" Tee	EA	1	\$600.00	\$600.00
7	8' x 8' Storm Junction Box	EA	1	\$16,900.00	\$16,900.00
8	Connect to Lift Station	EA	1	\$5,000.00	\$5,000.00
9	Jack & Bore w/ 24" Steel Casing Pipe	LF	75	\$706.00	\$52,950.00
10	4" Air Release Valve	EA	2	\$7,500.00	\$15,000.00
11	Lift Station w/ Generator	LS	1	\$262,000.00	\$262,000.00
12	4" PVC Forcemain	LF	4166	\$35.00	\$145,810.00
13	Directional Drill	LF	345	\$75.00	\$25,875.00
14	Erosion Control	LS	1	\$7,720.00	\$7,720.00
15	Seeding & Restoration	LS	1	\$3,750.00	\$3,750.00
16	Construction Staking	LS	1	\$2,500.00	\$2,500.00
17	Performance & Maintenance Bond	LS	1	\$11,000.00	\$11,000.00

Construction Subtotal \$656,668.50

Contingencies (20%) \$131,333.70

Design & Survey Fee \$60,000.00

**Total Design & Construction Cost \$848,002.20**

**Big Industrial Phase II**

No.	Item	Unit	Quantity	Unit Cost	Cost
1	Mobilization	LS	1	\$10,000.00	\$10,000.00
2	4' Dia. Std. Concrete Manhole	EA	5	\$2,900.00	\$14,500.00
3	8" PVC (SDR 26)	LF	30	\$40.00	\$1,200.00
4	10" PVC (SDR 26)	LF	1576	\$45.25	\$71,314.00
5	10" x 10" x 8" Tee	EA	3	\$575.00	\$1,725.00
6	6" Concrete Encasement	LF	25	\$100.00	\$2,500.00
7	Erosion Control	LS	1	\$8,000.00	\$8,000.00
8	Seeding & Restoration	LF	1	\$4,000.00	\$4,000.00
9	Construction Staking	LS	1	\$2,500.00	\$2,500.00

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Construction Subtotal	\$115,739.00
Contingencies (10%)	\$11,574.00
Design & Survey Fee	\$16,075.00
<b>Total Design &amp; Construction Cost</b>	<b>\$143,388.00</b>

**North Widmer Main & Lift Station**

No.	Item	Unit	Quantity	Unit Cost	Cost
1	Mobilization	LS	1	\$30,000.00	\$30,000.00
2	Clearing, Grubbing, and Demolition	LS	1	\$20,000.00	\$20,000.00
3	4' Dia. Std. Concrete Manhole	EA.	7	\$3,000.00	\$21,000.00
4	8" PVC (SDR 26)	LF	20	\$45.00	\$900.00
5	10" PVC (SDR 26)	LF	1130	\$50.00	\$56,500.00
6	10" x 10" x 8" Tee	EA	2	\$600.00	\$1,200.00
7	200 GPM Lift Station w/ Generator	LS	1	\$300,000.00	\$300,000.00
8	4" PVC Forcemain	EA	1600	\$30.00	\$48,000.00
9	4" 45 Degree PVC Bend	EA	5	\$300.00	\$1,500.00
10	4" Air Release Valve	EA	2	\$7,500.00	\$15,000.00
11	Connect to Existing Manhole	EA	1	\$2,500.00	\$2,500.00
12	6" Concrete Encasement	LF	47	\$100.00	\$4,700.00
13	Erosion Control	LS	1	\$10,000.00	\$10,000.00
14	Seeding & Restoration	LS	1	\$5,000.00	\$5,000.00
15	Construction Staking	LS	1	\$3,000.00	\$3,000.00

Construction Subtotal	\$519,300.00
Contingencies (20%)	\$103,860.00
Design & Survey Fee	\$52,450.00
<b>Total Design &amp; Construction Cost</b>	<b>\$675,610.00</b>

**Total Projects Under Design      \$2,905,831.30**

**Future Projects**

**South Widmer Main & Lift Station**

No.	Item	Unit	Quantity	Unit Cost	Cost
1	Mobilization	LS	1	\$20,000.00	\$20,000.00
2	Clearing, Grubbing, and Demolition	LS	1	\$15,000.00	\$15,000.00
3	4' Dia. Std. Concrete Manhole	EA.	7	\$3,000.00	\$21,000.00
4	8" PVC (SDR 26)	LF	20	\$45.00	\$900.00
5	10" PVC (SDR 26)	LF	2089	\$50.00	\$104,450.00
6	10" x 10" x 8" Tee	EA	2	\$600.00	\$1,200.00
7	200 GPM Lift Station w/ Generator	LS	1	\$300,000.00	\$300,000.00
8	4" PVC Forcemain	EA	536	\$30.00	\$16,080.00
9	4" 45 Degree PVC Bend	EA	4	\$300.00	\$1,200.00
10	4" Air Release Valve	EA	1	\$7,500.00	\$7,500.00
11	Connect to Existing Manhole	EA	1	\$2,500.00	\$2,500.00
12	Erosion Control	LS	1	\$10,000.00	\$10,000.00
13	Seeding & Restoration	LS	1	\$5,000.00	\$5,000.00
14	Construction Staking	LS	1	\$3,000.00	\$3,000.00

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Construction Subtotal	\$507,830.00
Contingencies (20%)	\$101,566.00
Design & Survey Fee	\$52,450.00
<b>Total Design &amp; Construction Cost</b>	<b>\$661,846.00</b>

**Rail Serve**

No.	Item	Unit	Quantity	Unit Cost	Cost
1	Mobilization	LS	1	\$50,000.00	\$50,000.00
2	Clearing, Grubbing, and Demolition	LS	1	\$130,000.00	\$130,000.00
3	Unclassified Excavation	CY	99204	\$10.00	\$992,040.00
4	4' Dia. Std. Concrete Manhole	EA.	6	\$5,000.00	\$30,000.00
5	5' Dia. Std. Concrete Manhole	EA.	7	\$6,000.00	\$42,000.00
6	4' Dia. Inside Drop Coated Concrete Manhole	EA	1	\$10,000.00	\$10,000.00
7	6' Dia. Inside Drop Coated Concrete Manhole	EA	1	\$15,000.00	\$15,000.00
8	12" PVC (SDR 26)	LF	1600	\$60.00	\$96,000.00
9	15" PVC (PS115)	LF	1193	\$75.00	\$89,475.00
10	18" PVC (PS115)	LF	2666	\$85.00	\$226,610.00
11	12" x 12" x 8" Tee	EA	1	\$700.00	\$700.00
12	15" x 15" x 8" Tee	EA	2	\$800.00	\$1,600.00
13	18" x 18" x 8" Tee	EA	4	\$900.00	\$3,600.00
14	1200 GPM Lift Station w/ Generator	LS	1	\$400,000.00	\$400,000.00
15	8" PVC Service Line	LF	70	\$45.00	\$3,150.00
16	12" PVC Forcemain	LF	4895	\$40.00	\$195,800.00
17	20" Casing Pipe & Boring	LF	655	\$1,000.00	\$655,000.00
18	Erosion Control	LS	1	\$24,000.00	\$24,000.00
19	Seeding & Restoration	LS	1	\$50,000.00	\$50,000.00

Construction Subtotal	\$3,014,975.00
Contingencies (20%)	\$602,995.00
Design & Survey Fee	\$150,000.00
<b>Total Construction Cost</b>	<b>\$3,767,970.00</b>

**Total Future Projects \$4,429,816.00**

<b>Total Publicly Funded Constructed Projects</b>	<b>\$1,648,399.00</b>
<b>Total Publicly Funded Projects Under Design</b>	<b>\$2,905,831.30</b>
<b>Total Publicly Funded Future Projects</b>	<b>\$4,429,816.00</b>
<b>Total Publicly Funded Design &amp; Construction Cost</b>	<b>\$8,984,046.30</b>

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**PRIVATELY FUNDED PROJECTS**

**Constructed Projects**

**Main Extension to IP XV**

No.	Item	Unit	Quantity	Unit Cost	Cost
1	Mobilization	LS	1	\$9,482.00	\$9,482.00
2	Clearing & Grubbing	LS	1	\$5,000.00	\$5,000.00
3	Unclassified Excavation	CY	6390	\$4.50	\$28,755.00
4	Rock Excavation	CY	975	\$40.00	\$39,000.00
5	4' Dia. Std. Concrete Manhole	EA	3	\$3,700.00	\$11,100.00
6	8" PVC (SDR 26)	LF	790	\$40.00	\$31,600.00
7	8" Class 55 DIP	LF	135	\$74.00	\$9,990.00
8	MH Stub 8" PVC (SDR 26)	LF	10	\$45.00	\$450.00
9	7' x 4' Std. Junction Box	EA	1	\$8,000.00	\$8,000.00
10	Flowable Fill	CY	108	\$19.00	\$2,052.00
11	20" Casing Pipe & Boring	LF	51	\$600.00	\$30,600.00
12	Erosion Control	LS	1	\$2,500.00	\$2,500.00
13	Seeding & Restoration	LS	1	\$3,000.00	\$3,000.00
Construction Subtotal					\$181,529.00
Design Fee					\$18,500.00
<b>Total Design &amp; Construction Cost</b>					<b>\$200,029.00</b>

**Main Extension to IP XXXI & XXXII**

No.	Item	Unit	Quantity	Unit Cost	Cost
1	Mobilization	LS	1	\$8,415.00	\$8,415.00
2	Clearing, Grubbing, and Demolition	LS	1	\$4,300.00	\$4,300.00
3	Unclassified Excavation	CY	3500	\$4.50	\$15,750.00
4	4' Dia. Std. Concrete Manhole	EA	4	\$3,600.00	\$14,400.00
5	8" PVC (SDR 26)	LF	1061	\$45.00	\$47,745.00
6	8" x 8" x 8" Wye	EA	2	\$500.00	\$1,000.00
7	20" Casing Pipe & Assembly Parts	LF	30	\$225.00	\$6,750.00
8	Erosion Control	LS	1	\$1,600.00	\$1,600.00
9	Seeding & Restoration	LS	1	\$2,500.00	\$2,500.00
Construction Subtotal					\$102,460.00
Design Fee					\$13,975.00
<b>Total Design &amp; Construction Cost</b>					<b>\$116,435.00</b>

**Total Privately Funded Constructed Projects      \$316,464.00**

**Projects Under Construction**

**Main Extension to IP II & V (A Portion of SE Interceptor Phase II)**

No.	Item	Unit	Quantity	Unit Cost	Cost
1	Mobilization	LS	1	\$2,700.00	\$2,700.00
2	Clearing & Grubbing	LS	1	\$3,000.00	\$3,000.00
3	8" PVC (SDR-26)	LF	1231	\$31.00	\$38,161.00
4	8" x 8" x 8" Tee	EA	2	\$50.00	\$100.00
5	4' Dia. Std. Concrete Manhole	EA	4	\$2,900.00	\$11,600.00

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6	8" Cutoff Wall	LF	57	\$90.00	\$5,130.00
7	Impervious Ditch Check	LF	10	\$190.00	\$1,900.00
8	KDOT Light 18 Rip-Rap	CY	42	\$55.00	\$2,310.00
9	Remove & Replace Concrete Drive	SY	118	\$60.00	\$7,080.00
10	Remove & Replace Curb & Gutter	LF	82	\$24.00	\$1,968.00
11	Erosion Control	LS	1	\$1,950.00	\$1,950.00
12	Seeding & Restoration	LS	1	\$1,500.00	\$1,500.00
13	Construction Staking	LS	1	\$700.00	\$700.00
14	Rock Excavation	LS	1	\$30,000.00	\$30,000.00

Construction Subtotal	\$108,099.00
Contingencies (10%)	\$10,809.90
Design & Survey Fee	\$5,000.00
<b>Total Design &amp; Construction Cost</b>	<b>\$123,908.90</b>

**Total Privately Funded Under Construction Projects      \$123,908.90**

**Future Projects**

**IP XL Private Lift Station & Forcemain**

No.	Item	Unit	Quantity	Unit Cost	Cost
1	Mobilization	LS	1	\$20,000.00	\$10,000.00
2	100 GPM Lift Station w/ Generator (Private)	LS	1	\$150,000.00	\$150,000.00
3	3" PVC Forcemain	LF	3067	\$25.00	\$76,675.00
4	16" Casing Pipe	LF	120	\$200.00	\$24,000.00
5	Connect to Existing Manhole	EA	1	\$1,000.00	\$1,000.00
6	Erosion Control	LS	1	\$1,500.00	\$1,500.00
7	Seeding & Restoration	LF	3100	\$7.50	\$23,250.00

Construction Subtotal	\$286,425.00
Contingencies (20%)	\$57,285.00
Design & Survey Fee	\$12,500.00
<b>Total Construction Cost</b>	<b>\$356,210.00</b>

**Main Extension to IP I**

No.	Item	Unit	Quantity	Unit Cost	Cost
1	Mobilization	LS	1	\$20,000.00	\$20,000.00
2	Clearing, Grubbing, and Demolition	LF	700	\$15.00	\$10,500.00
3	Unclassified Excavation	CY	4278	\$10.00	\$42,780.00
4	4' Dia. Std. Concrete Manhole	EA	2	\$5,500.00	\$11,000.00
5	10" PVC (SDR 26)	LF	770	\$55.00	\$42,350.00
6	10" x 10" x 8" Wye	EA	1	\$600.00	\$600.00
7	8" PVC Service Line	LF	10	\$45.00	\$450.00
8	Erosion Control	LS	1	\$1,500.00	\$1,500.00
9	Seeding & Restoration	LF	800	\$7.50	\$6,000.00

Construction Subtotal	\$135,180.00
Contingencies (20%)	\$27,036.00
Design & Survey Fee	\$12,500.00
<b>Total Construction Cost</b>	<b>\$174,716.00</b>

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Total Privately Funded Future Projects	\$530,926.00
Total Privately Funded Constructed Projects	\$316,464.00
Total Privately Funded Under Construction Projects	\$123,908.90
Total Privately Funded Future Projects	\$530,926.00
Total Privately Funded Design & Construction Cost	\$971,298.90
Total Publicly Funded Design & Construction Cost	\$8,984,046.30
Total Privately Funded Design & Construction Cost	\$971,298.90
Total Masterplan Design & Construction Cost	\$9,955,345.20



NO.	BY	QD	DATE	REVISION
8.	PJO	CRT	05/05/17	Overall Layout REVISED
7.	PJO	CRT	04/07/17	Overall Layout REVISED
6.	PJO	CRT	11/7/17	Overall Sanitary Sewer Layout REVISED
5.	BEC	CRT	12/20/16	Updated In-Plant Facility Flow Main and Gravity Line
4.	PJO	CRT	10/16/16	Overall Sanitary Sewer Layout
3.	PJO	CRT	07/06/16	Overall Sanitary Sewer Layout
2.	BAM	CRT	7/11/16	Overall Layout Revised
1.	RLV	CRT	06/27/16	Revised Final City Comments

