

**EDGERTON CITY COUNCIL
MEETING AGENDA
CITY HALL, 404 EAST NELSON STREET
June 9, 2022
7:00 P.M.**

Call to Order

1. **Roll Call** _____ Roberts _____ Longanecker _____ Lewis _____ Beem
_____ Stambaugh _____ Lebakken
2. **Welcome**
3. **Pledge of Allegiance**

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

4. Approve Minutes from May 26, 2022 Regular City Council Meeting
5. Approve an Agreement with Metropoint Services, LLC to Provide Janitorial Services for the Edgerton City Hall and Auxiliary Office Space

Motion: _____ Second: _____ Vote: _____

Regular Agenda

6. **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.
7. **Public Comments.** The City of Edgerton encourages public participation in local governance issues. To facilitate an efficient and effective meeting, persons wishing to address the City Council must sign-up before the meeting begins. Speakers must provide their name and address for the record and are limited to three (3) minutes. The maximum time limit for all speakers will be thirty (30) minutes. Comments on personnel matters or matters pending before court/other outside tribunals are not permitted. Any comments are for informational purposes only. No action will be taken.

The Mayor may modify these provisions, as necessary. The Mayor may limit any unnecessary, off-topic, or redundant comments or presentations. Speakers should address their comments to City Council members only and should not speak to fellow audience members. City Council members will not engage in a dialogue or debate with speakers. Speakers and audience members should conduct themselves in a civil and respectful manner. Disruptive conduct may result in removal from the meeting.

Business Requiring Action

8. **CONSIDER RESOLUTION NO. 06-09-22A DETERMINING THE INTENT OF THE CITY OF EDGERTON, KANSAS, TO ISSUE ITS TAXABLE INDUSTRIAL REVENUE BONDS IN THE APPROXIMATE AMOUNT OF \$5,000,000 TO PAY THE COST OF IMPROVING AND EQUIPPING A COMMERCIAL FACILITY FOR THE BENEFIT OF COLDPOINT LOGISTICS WAREHOUSE, LLC**

Motion: _____ Second: _____ Vote: _____

9. **CONSIDER ORDINANCE NO. 2109 AUTHORIZING BOND DOCUMENTS AND THE ISSUANCE OF THE CITY'S TAXABLE INDUSTRIAL REVENUE BONDS (COLDPOINT SOLAR PROJECT) SERIES 2022, FOR THE PURPOSE OF FINANCING THE COST OF SOLAR EQUIPMENT**

Motion: _____ Second: _____ Vote: _____

10. **CONSIDER ORDINANCE NO. 2110 ANNEXING CERTAIN LAND INTO THE CITY OF EDGERTON, KANSAS**

Motion: _____ Second: _____ Vote: _____

11. **CONSIDER UPDATED VEHICLE AND EQUIPMENT REPLACEMENT POLICY**

Motion: _____ Second: _____ Vote: _____

12. **CONSIDER AGREEMENTS WITH ADOPT A HIGHWAY TO SPONSOR HIGHWAY 56 (NORTHBOUND AND SOUTHBOUND) FROM 8TH ST. TO SUNFLOWER ROAD FOR LITTER REMOVAL SERVICES**

Motion: _____ Second: _____ Vote: _____

13. **Report by the City Administrator**

- Response to Douglas County Regarding City of Clearfield Public Hearing
- Information on Application to Johnson County for Temporary Use Permit for Bettis Asphalt for temporary asphalt plant at Edgerton Quarry (20125 Sunflower Road)

14. **Report by the Mayor**

15. **Future Meeting Reminders:**

- June 14th: Planning Commission – 7:00PM
- June 23rd: City Council Meeting – 7:00PM
- July 7th: City Council Budget Work Session – 7:00PM
- July 12th: Planning Commission – 7:00PM
- July 14th: City Council Meeting – 7:00PM
- July 28th: City Council Meeting – 7:00PM

16. **CONSIDER RECESSING INTO EXECUTIVE SESSION PURSUANT TO K.S.A. 75-4319(B)(2) FOR CONSULTATION WITH AN ATTORNEY DEEMED PRIVILEGED IN THE ATTORNEY-CLIENT RELATIONSHIP TO INCLUDE CITY ATTORNEY AND CITY ADMINISTRATOR FOR THE PURPOSES OF POTENTIAL LITIGATION**

Motion: _____ Second: _____ Vote: _____

17. **Adjourn** Motion: _____ Second: _____ Vote: _____

EVENTS

June 10th: Tie-Dye T-Shirts
June 12th: Father's Day Toolbox Card
June 13th: Dog Days of Summer
June 14th: Tales for Tots
June 15th: Senior Lunch & BINGO
June 17th - 18th: 51st Annual Frontier Days
June 20th: Edgerton Community Blood Drive
June 22nd: Craft Night: Independence Day Wreath
June 24th: Kids Create: Watermelon Slime

City of Edgerton, Kansas
Minutes of City Council Regular Session
May 26, 2022

A Regular Session of the City Council (the Council) was held in the Edgerton City Hall, 404 E. Nelson, Edgerton, Kansas on May 26, 2022. The meeting convened at 7:03 PM with Mayor Roberts presiding.

1. ROLL CALL

Clay Longanecker	present
Josh Lewis	present
Josh Beem	present
Josie Stambaugh	present

With a quorum present, the meeting commenced.

Staff in attendance:

- City Administrator, Beth Linn
- City Attorney, Lee Hendricks
- City Clerk, Alex Clower
- Public Works Director, Dan Merkh
- Public Works Superintendent, Trey Whitaker
- CIP Manager, Brian Stanley
- Finance Director, Karen Kindle
- Accountant, Justin Vermillion
- Development Services Director, Katy Crow
- Marketing & Communications Manager, Kara Banks
- Planning & Zoning Coordinator, Chris Clinton

2. WELCOME

3. PLEDGE OF ALLEGIANCE

Business Requiring Action

4. CONSIDER APPOINTMENT OF DEB LEBAKKEN TO CITY COUNCIL MEMBER

Mayor Roberts stated Ms. Lebakken has served for many years on Planning Commission. He stated he would like to suggest the appointment of Ms. Lebakken to fulfill the term of the vacant seat on Council. He stated he believes she will be a great asset to Council and provide valuable opinions for the community and growth of Edgerton.

Councilmember Longanecker moved to approve the appointment of Ms. Lebakken as Councilmember, seconded by Councilmember Lewis. The appointment was approved 3-1, with Councilmember Stambaugh voting against.

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

5. Approve Minutes from May 12, 2022 Regular City Council Meeting
6. Approve Appointment of Adam Draskovich to the Edgerton Planning Commission for a term ending in September 2022
7. Approve Final Acceptance for 2021 CDBG 7th and Nelson Sanitary Sewer Rehabilitation Project

Councilmember Longanecker requested to remove item 6 for further discussion.

Councilmember Lewis moved to approve items 5 and 7 of the consent agenda, seconded by Councilmember Longanecker. The items were approved, 5-0.

Mayor Roberts stated item 6 is the recommendation to appoint Mr. Adam Draskovich to Planning Commission to fulfill Tim Berger's term ending in September 2022. He invited Mr. Draskovich to introduce himself to the Governing Body.

Mr. Draskovich stated he has lived in Egerton for 12 years and currently works for Burlington Northern Santa Fe. He stated he loves living here, he like the rural aspect that Edgerton offers but also encourages the expansion and growth.

Mayor Roberts stated he believes Adam will provide a great resource to Planning Commission and does what he feels is best for the community.

Councilmember Longanecker moved to approve the appointment of Mr. Draskovich to the Planning Commission for a term ending in September 2022, seconded by Councilmember Beem. The appointment was approved, 5-0.

Regular Agenda

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

9. **Public Comments.**

Sue Pearce, 20465 S. Gardner Rd., addressed the Council. She stated she would like to bring concerns forward again related to Martin Street and provided the Governing Body with pictures of the property.

She stated whenever there is rain, the run-off goes into the property, and it pools and floods the inside of the home. She stated at the fire hydrant there is a hole under the curb. She stated this house is brand new inside and has great tenants with young children who now have to use sandbags to try to prevent flooding in their home. She stated she would also like to note the property next door has seemingly been under construction for years now with no work being done. She stated there is no grass and the home is sitting unfinished. She asked how this property owner gets by without violation for neglecting their property.

Councilmember Beem confirmed which house was the one under construction.

Ms. Pearce stated yes, the home is next door to the West Side of 113 W Martin, belonging to Danny O'Neal. She asked for silt fences to be put up to help stop the erosion going into the driveway. She stated she realizes there is a lot going on and would like Council to consider come October that there are other neighborhoods that really need streets fixed before 2nd Street is worked on again.

Councilmember Stambaugh asked how response times for the community would be impacted if the fire station relocates.

Mayor Roberts stated within the agreement with the Johnson County Fire District No. 1 (JCFD1), the City waived permit fees, etc. for the construction of the new station located within LPKC and in return JCFD1 agreed to always have a station at its current location in Downtown Edgerton or within 1 mile of the current Downtown Edgerton station.

10. **Presentations** by Representatives from Outside Agencies for 2023 Budget Requests

Ms. Linn stated as part of the budget process, the city invites representatives from outside funding agencies to present to the governing body what their program is about and request funding for the following budget year. She stated council then gives a consensus direction for funding that staff will then put into the budget which will be formally adopted in September.

- **Project Grad, Andrea Kleinsorge**

Ms. Kleinsorge addressed the Council. She stated in the past the Governing Body has been generous to give \$3,000 to Project Grad, but this year they are asking for \$5,000 due to increases in overall costs for food, facility space, and equipment. She stated the class size has grown tremendously. In 2022 the graduating class was 383, and in 2023 the class size is close to 500.

Mayor Roberts stated he is a huge supporter of Project Grad.

Ms. Kleinsorge stated they would appreciate any amount given.

The Governing Body unanimously agreed to the funding request of \$5,000 for the 2023 Budget.

- **Robert Cook Memorial Vo-Tech Scholarship, Jim Dean**

Mr. Dean addressed the Council. He stated the scholarship was established to memorialize Robert Cook who was a long-time resident of the Gardner-Edgerton area and an auto mechanic. He stated after Cook passed, a group of his friends decided to establish a Vo-Tech Scholarship in his name. The first scholarships were given away in 2018. He stated this year, they want to provide more scholarships, which is why they are requesting money from the Governing Body. He stated they are requesting a donation for a \$1,000 scholarship that will be earmarked for an Edgerton resident. He stated the hope is to grow and give larger scholarships to Vo-Tech students for their career paths.

Mayor Roberts stated this is a new request for the city. He stated there is a huge demand for Vo-Tech jobs and a lot of them are local today. He stated if Council chooses to fund it, the scholarship will go toward an Edgerton student and help them start a career.

Councilmember Lewis stated he thinks this is a great idea. He stated vocational schools are great and need to be recognized as an excellent career pathway for young people. He stated he would like to see 2 scholarships awarded for \$1,000 each.

Mayor Roberts reiterated that this is preliminary, but Council can decide to do two scholarships as a place holder and approve them at budget time.

Councilmember Lewis stated this is something kids should be proud of doing.

The Governing Body unanimously agreed to fund two scholarships in the amount of \$1,000 each for the 2023 Budget.

- Frontier Days, John Daley

Mr. Daley addressed the council. He stated the City's donation is what keeps Frontier Days going. He stated the costs continue to rise, so they are requesting \$27,500 so Frontier Days committee can pay a little more to keep costs low for the community.

Mayor Roberts asked Mr. Daley to talk about some of the highlights of the festival.

Mr. Daley stated they are bringing back the Western Show this year with gun fights, etc. They will have four bands playing, including three local bands, and a cast iron cook-off that they hope to continue for many years.

Councilmember Longanecker stated community events and donations like this are what sets Edgerton apart. As property values are increasing, the city continues to lower the mill levy. Inflation is impacting everyone and to continue to donate to events like this, Council has to keep the tax base steady.

Mayor Roberts stated this event has been alive for 51 years.

Mr. Daley stated other than the 3rd of July fireworks, this event brings the most people out into the community.

The Governing Body unanimously agreed to the funding request of \$27,500 for the 2023 Budget.

- Johnson County Utility Assistance, Joanne Haworth

Ms. Haworth addressed the Council. She stated Johnson County Utility Assistance is handling more case management this last year with COVID. She stated they provide funding to families to help pay bills. As part of the program, they have a 501C3 catch all account that is set up to

for those that would otherwise not be granted funding. She stated Edgerton statistics show that 6 households were served in 2021 with the dollars utilized most for electric and water services. She stated the number of households served in Edgerton continue to decrease. Due to this, they are requesting a lesser amount for 2023 because of roll over funding that is still available from previous years. She stated currently \$2,059.25 is remaining for Edgerton funds. In 2021 the city pledged \$2,000, but this budget season they are requesting \$1,500.

Ms. Linn stated staff regularly refers residents to Johnson County Utility Assistance who call or come in with concerns about an inability to make bill payments.

Councilmember Longanecker asked how people who are outside city limits but have an Edgerton address receive funds.

Ms. Linn stated this program is also available in the County, so they would apply the same but would not receive the Edgerton specific funds.

Ms. Haworth agreed and stated they try their best to find resources for people as much as possible and turn very few away with no help.

The Governing Body unanimously agreed to the funding request of \$1,500 for the 2023 Budget.

- United Community Services (HSF), Julie Brewer

Ms. Brewer addressed the Council. She stated recently they partnered with MARC for a Planning Commission Members meeting for housing development. She stated they come out a couple times a year and have been receiving support from Edgerton since 2012. She stated the priority of UCS is to provide programs that support the well-being, personal safety, and stability of Johnson County residents with the primary beneficiaries being residents at or below 200% of the federal poverty line. She stated in 2022, they opened a small grants pool for less than \$5,000 to growing nonprofits. She stated for this next budget season, they are requesting \$2,500, the same amount that was provided last year as support.

Mayor Roberts stated he appreciates all the work UCS does and that they advocate for human service activities for public transportation, etc. He added they are always data driven to provide services that match the needs of the communities they serve.

Ms. Brewer stated she is thankful for the continued support of Edgerton and that the Mayor serves on the board and has for four years. She stated it is always great to have those people on the board who bring ideas and needs to help the communities.

The Governing Body unanimously agreed to the funding request of \$2,500 for the 2023 Budget.

- Miami County Conservation District, Lesley Rigney

Ms. Rigney addressed the council. She stated the Miami Co. Conservation District sponsors the Hillsdale watershed. She stated for the last 6 years, Edgerton had been one of the entities to

contribute to matching funds. She stated they are requesting \$5,000 for 2023 budget year. She stated the Miami Co. Conservation District works to find ways to reduce pollutants in the soil, water, etc. in the surrounding area. She stated currently work being done is based on the impairment of Hillsdale Lake, which means the lake is taking in more nutrients than it can process. She stated funding comes from the state and is going into their 7th year in the program, which awards \$300,000 every three years. She stated there are goals in place and new strategies to continue to look for ways to reduce nutrient loading in the lake. She stated in this next 3-year term, they are looking at simplifying their strategies and working to improve the function of surrounding landscapes, such as native landscaping for cities, cover crops for farmers, etc.

Councilmember Longanecker asked about the intermodal and stated the Miami County Conservation District had said last year that it was quite a big problem.

Ms. Rigney stated it is a hot topic in the watershed because impervious surfaces cause drainage into a small area. She stated the water coming off hard surfaces include things like salt, chemicals and heat.

Ms. Linn stated she would like to point out that Council and Planning Commission had asked staff to reach out to KDHE to work with them and included Ms. Rigney in those conversations. She stated last fall, the City hosted KDHE and toured LPKC to see the measures Edgerton has already taken and put in place to protect the watershed. She stated this next week, they will be hosting Hillsdale area water at the Learning and Career Center, and they are excited to have more conversations and learn about what can be done to improve the watershed with the surrounding communities, which will put everyone on the same page.

Councilmember Longanecker stated he would like to hold off on donation until after that meeting.

Ms. Linn stated staff is asking that there be direction given as a place holder, but the amount donated can change later if need be. She stated it would be staff's suggestion that \$5,000 be a place holder and changes can be made during the budget process.

Mayor Roberts stated Edgerton uses best management practices, but there is always room to improve. He asked Ms. Rigney to explain how they know they are reducing the nutrient loading rates.

Ms. Rigney stated every project with watershed funding is modeled so they can tell how much is spent per pound of Phosphorous removed or prevented from running off.

Mayor Roberts asked if there is a point testing is done to confirm those numbers.

Ms. Rigney stated the lake is still an impaired water body. All funds are targeted within a 3-mile buffer area, and they are not there yet to give a definitive answer. She stated modeling is done, but they do not have measured results. She stated she does not see Hillsdale Lake being de-listed anytime soon.

Councilmember Longanecker asked how often tests are done.

Ms. Rigney stated every few years the state will do intensive testing on each of the lakes, and anyone can sign up to view the results.

Councilmember Longanecker asked if there has been any reduction in farm chemicals.

Ms. Rigney stated the KDHE takes their data and analyzes it. She stated it is a complicated process because they cannot test every month. She stated testing is done occasionally, they do edge field testing. She stated what they do know is that there are more cover crops seen in farm fields now which is huge in reducing chemical run off.

Councilmember Longanecker asked if lakes ever get de-listed.

Ms. Rigney stated it is very rare and it happens more often to rivers or streams than it does to lakes. She stated she can say, in the last 6 years there is a difference in this area like cover crops being established.

Councilmember Longanecker asked where the dollars go that are donated from the city.

Ms. Rigney stated it is different every year. She stated match dollars may go to funding education at the High School, cost share with city residents on implementing a native rain garden, etc. She stated they do have a new program called Contain the Rain, which is \$1,000 per resident with these cost share funds. She stated they have helped people in Gardner access those funds. Edgerton residents are eligible for a native plant cost-share program of up to \$1,000 through the Hillsdale Watershed Coalition.

The Governing Body unanimously agreed to the funding request of \$5,000 as a place holder for the 2023 Budget.

- ElevateEdgerton!, James Oltman

Mr. Oltman addressed the Council. He introduced the Board Chairman, Chip Corcoran, and Vice Chair, Eric Goodman, in the audience. He referenced the memo provided in the Council Packet and gave the overview of ElevateEdgerton! and walked through the community contributions since January 2021. He pointed out that prior to 2017, the city had a contract for the same services with Southwest Johnson County Economic Development Corporation, in the amount of \$35,000/year. He stated SWJCEDC split their efforts between the City of Edgerton, Gardner, and New Century.

He referenced the 2023 Scope of Economic Development Services as provided in the packet and requested \$55,000 cash contribution, which includes \$10,000 in-kind contribution for services provided by the City's Marketing and Communications Manager, as well as \$10,000 of targeted allocation funding. He stated the target allocation funding is unbudgeted and is submitted to

the city as a reimbursement. He stated it will only be paid if it is something that is taken advantage of.

Councilmember Longanecker asked if this is the same request amount as last year.

Mr. Oltman stated yes, this will be the 4th year they are requesting the same amount. He stated with the increased support of memberships every year and being fiscally responsible with their budget they have been able to keep the contract stable.

Councilmember Stambaugh stated she would like more information before she votes in favor. She stated she had asked for detailed financials and has yet to receive them. She asked Mr. Oltman if ElevateEdgerton! will be more open with how they spend the \$55,000 donation.

Mr. Oltman stated the Scope of Services provided in the packet is where the money goes.

Councilmember Stambaugh stated she remembers specifically that Mr. Oltman spent 4 months working on trying to get residential development to no avail. She asked what the goals are this year for that.

Mr. Oltman stated as it pertains to residential development there are currently a host of unique challenges, with most, if not all, of them being out of the control of the City or ElevateEdgerton!. He stated this includes land availability, utilities, sale price, investment by a developer, etc. He stated what they can do is raise awareness of Edgerton as a viable market and that has been done by completing the housing study. He stated projects take time but he is cautiously optimistic that they will begin to see fruits of the efforts in the very near future.

Mayor Roberts stated Gardner had infield lots available and those were developed quickly, but Edgerton does not have those. He stated the challenge is that Edgerton does not have small parcels available. He stated had we had those small parcels, he is confident that years ago Edgerton would have seen development.

Councilmember Stambaugh stated she would like more clarity.

Councilmember Lewis stated as a new Councilmember he had the same question, but now in his 5th year on Council, he can see where the money goes, especially on the commercial side. He stated it is just a matter of time for residential development. He stated a good chunk of the growth is attributed to ElevateEdgerton! going to meetings, conferences, etc. and talking to developers. He stated he believes the city has seen growth with the investment put in.

Councilmember Stambaugh asked Mr. Oltman if he follows the citizens page on Facebook and asked if he has seen the comments and reviews on the truck stop, as it is one of the bullet points on the contributions made to the city.

Mayor Roberts stated Mr. Oltman cannot and does not control the businesses that are in Edgerton, rather he facilitates the development of commercial and residential growth. He stated

if people feel the way they do, they need to contact the state as they are the agency to correct the issues.

Ms. Linn stated the majority of the issues that people are raising about the truck stop are regulated by the state, not the city.

Mayor Roberts stated the job of ElevateEdgerton! is to attract development, not maintain it.

The Governing Body unanimously agreed to the entire funding request to include \$55,000 annual contribution; \$10,000 in kind contributions from the City of Edgerton Marketing and Communications Manager; and up to \$10,000 reimbursement targeted allocation for Commercial Development Recruiting Fund for the 2023 Budget.

Business Requiring Action

11. CONSIDER ORDINANCE NO. 2106 ADOPTING THE PLANNING COMMISSION'S RECOMMENDATION TO APPROVE AN AMENDMENT TO THE EDGERTON UNIFIED DEVELOPMENT CODE TO INCLUDE ARTICLE 9, SECTIONS 9.1 (B)(7) AND 9.6(E) AND REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT THEREWITH

Ms. Crow addressed the Council. She stated the following ordinances are being brought forward for approval on the Planning Commission's recommendation to amend the Unified Development Code to reflect a change in deadlines for Planning Commission items. She stated Planning Commission has asked to receive their packets earlier than the Friday before the Tuesday meeting, and in doing so, the deadlines for specific applications will have to be moved earlier. She stated there are three sections of the code that must be amended, so each ordinance following specifically outlines those sections.

Councilmember Longanecker moved to approve the ordinance, seconded by Councilmember Lewis. Ordinance No. 2106 was approved, 5-0.

12. CONSIDER ORDINANCE NO. 2107 ADOPTING THE PLANNING COMMISSION'S RECOMMENDATION TO APPROVE AN AMENDMENT TO THE EDGERTON UNIFIED DEVELOPMENT CODE TO INCLUDE ARTICLE 10, SECTION 10.1(E) AND REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT THEREWITH

Councilmember Beem moved to approve the ordinance, seconded by Councilmember Longanecker. Ordinance No. 2107 was approved, 5-0.

13. CONSIDER ORDINANCE NO. 2108 ADOPTING THE PLANNING COMMISSION'S RECOMMENDATION TO APPROVE AN AMENDMENT TO THE EDGERTON UNIFIED DEVELOPMENT CODE TO INCLUDE ARTICLE 13, SECTIONS 13.3(B)(1) AND 13.3(F)(1) AND REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT THEREWITH

Councilmember Lewis moved to approve the ordinance, seconded by Councilmember Lebakken. Ordinance No. 2108 was approved, 5-0.

14. CONSIDER AWARD OF CONSTRUCTION OF NELSON STREET FROM EAST 3RD STREET TO WEST 8TH STREET (CARS) PROJECT, INCLUDING STREET MAINTENANCE PROGRAM 2022 ROADWAY SECTIONS (WEST 5TH STREET & WEST MARTIN STREET) TO MCANANY CONSTRUCTION INC. AND AUTHORIZE THE MAYOR TO EXECUTE THE CONTRACT

Mr. Merkh addressed the Council. He stated in March 2022, the Governing Body approved the concurrence to bid the Nelson Street from East 3rd to West 8th (CARS) project. He stated the City held a public bid opening and received a single bid from McAnany Construction Inc. He stated the bid received exceeded the project budget and the engineers estimate. After discussions with the City Engineer, staff and the city engineer are recommending waiving the Engineer's Estimate and awarding the project to McAnany Construction Inc. He stated after discussing options with the City Engineer, staff recommends prioritizing budgeted funds to focus on the specific scope of work as outlined in the packet with a not to exceed budget of \$279,280.

Councilmember Lewis asked for more information regarding reduction of surfaces, amount of curb and gutter, etc.

Mr. Merkh stated after walking the project location, varying levels of degradation in the curb were identified and staff compiled linear footage of curb needing replaced. He stated UBAS and curb repair are not connected, but they were listed as part of the project to complete work at same place and same time. He stated it is not in budget to complete all curb and gutter, but instead they would complete about half while focusing on the higher failed areas. He stated the remaining portions that need to be done, can be completed in-house or at a later date. He stated as far as concrete drive, instead of cutting into driveways and removing curb, they would stay on the roadways and focus on sections needing replaced.

He stated McAnany has completed similar work for the city in the past and staff is very familiar with the quality performed.

Councilmember Longanecker moved to approve the construction award to McAnany Construction Inc. and authorizes the Mayor to execute the contract, seconded by Councilmember Stambaugh. The motion was approved, 5-0.

15. Report by the City Administrator

- Water Emergency & Conservation Plan Annual Review

Mr. Merkh addressed the Council. He stated in September 2020, City Council approved the Water Conservation Plan and Water Emergency Plan and are required to review these plans annually. He stated if any changes are made, approval is required by the Council and then submitted to the state for review and acceptance. He stated major revisions were completed in

2020 and no substantial revisions to the plans are recommended at this time. He stated there were minor revisions made, which have been noted in the memo provided in the packet.

Councilmember Longanecker asked what the updating of gallons means.

Mr. Merkh stated it's updated to reflect the numbers that are accurate with today's data.

Ms. Linn stated there is no formal motion on this item, the minutes are to reflect that the item has been presented to and reviewed by Council to submit to the state for acceptance.

- Public Notice from Douglas County

Ms. Linn handed out a Public Notice from Douglas County along with a memo from 2021 from Mayor Roberts to Miami County.

She stated similar to the request in 2021 from Miami County regarding a petition they received for incorporation, Douglas County has received a petition and as part of their process, they have to notify surrounding City's/County's of their public hearing date. She stated they are requesting public comment and will hold the hearing on June 15, 2022. She stated she is just notifying the Governing Body that they have received the notification and asked if Council would like to respond similarly to the City's response to Miami County.

Mayor Roberts stated it is the County's decision to decide if a new city is created.

Councilmember Longanecker asked if this is related to solar.

Mayor Roberts stated it could be. In Johnson County, they are allowing a buffer for cities but he is not sure what other counties regulations are.

Councilmember Stambaugh stated she would like to review the information prior to approving a letter being sent with the opinion of the City.

Ms. Linn clarified the letter sent in 2021 to Miami County was sent at the direction of the Governing Body and signed by the Mayor on behalf of Council as a whole. She stated they asked specific questions and the city simply answered them, there was no opinion given. She stated it would be the same intent for a letter sent to Douglas County.

She asked that the governing body review and bring back any questions or comments to the next meeting so there is time to send on to Douglas County prior to their Public Hearing.

Mr. Hendricks stated the letter is not an opinion letter, it is a letter that specifically states how Edgerton handles specific processes. He stated he would suggest the City send the same letter to Douglas County, stating how we approach certain matters and does not provide an opinion on said matter.

16. Report by the Mayor

Mayor Roberts had no report to give at this time.

17. Future Meeting Reminders:

- June 9th: City Council Meeting – 7:00PM
- June 14th: Planning Commission – 7:00PM
- June 23rd: City Council Meeting – 7:00PM
- July 7th: City Council 2023 Budget Work Session – 7:00PM
- July 12th: Planning Commission – 7:00PM
- July 14th: City Council Meeting – 7:00PM
- July 28th: City Council Meeting – 7:00PM

18. Adjourn

Councilmember Lewis moved to adjourn, seconded by Councilmember Stambaugh. All in favor.
The meeting was adjourned at 8:56 PM.

Submitted by Alexandria Clower, City Clerk

City Council Action Item

Council Meeting Date: June 9, 2022

Department: Administration

Agenda Item: Consider an Agreement with Metropoint Services, LLC to Provide Janitorial Services for the Edgerton City Hall and Auxiliary Office Space

Background/Description of Item:

In January 2022, Edgerton City Council approved a month-to-month contract extension with the Clements Cleaning Service, the City's vendor since February 2012, to provide janitorial services for Edgerton City Hall and Auxiliary Office spaces. Unfortunately following that approval, Clements Cleaning Service notified the City that they were not able to fulfill the Agreement.

In February 2022, the City issued a Request for Bids for Janitorial Services. Unfortunately, the City did not receive any valid bids. Following that, staff had further discussions with various providers of commercial janitorial services in an effort to secure a provider.

The City received an official proposal from Metropoint Services, LLC (Metropoint). Metropoint has agreed to all of the services covered in the Request for Bid and the enclosed Agreement as drafted by the City Attorney.

Term of Agreement

If approved, the Agreement would become effective following approval by the City Council and would terminate on December 31, 2022. The contract may be terminated by the City at the end of the contract term unless the City and Contractor have mutually agreed upon an extension no later than thirty days (30) prior to the expiration date, unless otherwise mutually agreed upon by the parties. All subsequent contract extensions, if any, shall be in increments of one (1) year.

The Contractor may terminate the Contract upon no less than thirty (30) days written notice of termination prior to the date Contractor wishes to terminate. City may terminate this agreement at any time.

Cost of Services

City agrees to pay Contractor as follows for services rendered pursuant to this Agreement.

- \$250 for monthly (4-5 times/month) cleaning of City Hall
- \$190 for monthly (2 times/month) cleaning of 305 E. Nelson
- \$180 for monthly (2 times/month) cleaning of 312 E. Nelson, Studio B

Estimated total for remainder of 2022: \$4,340

Related Ordinance(s) or Statue(s):

Funding Source: General – Facilities – Building/Ground Maintenance

Budget Allocated: \$19,000

Finance Director Approval:

x Karen E. Kindle
Karen Kindle, Finance Director

Recommendation: Approve an Agreement with Metropoint Services, LLC to Provide Janitorial Services for the Edgerton City Hall and Auxiliary Office Space

Enclosed: Draft Agreement

Prepared by: Beth Linn, City Administrator

INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 2022, by and between the City of Edgerton, Kansas, a Kansas municipal corporation, hereinafter referred to as "City", and Metropoint Services, LLC, hereinafter referred to as "Contractor".

WITNESSETH:

WHEREAS, City desires to employ the services of Contractor, as an independent contractor, to provide janitorial services (hereinafter "Services") for the City; and

WHEREAS, said Contractor desires to accept employment as an independent contractor for Edgerton, Johnson County, Kansas, subject to all the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained, the parties agree as follows:

SECTION ONE-DUTIES; SCOPE

The City hereby agrees to employ Contractor, as an independent contractor and not an employee, to provide Services for City Hall located at 404 E. Nelson Street, Edgerton, KS, for the City offices at 305 E. Nelson Street, Edgerton, KS and for the City offices at 312 E. Nelson, Studio B as provided herein. The Services to be furnished under this agreement shall consist of all cleaning and janitorial services necessary to maintain City Hall and City offices in a clean and orderly condition in accordance with general commercial practices.

The total area of **City Hall (cleaned on a weekly basis)** shall consist of the lobby, City Administrator Office, Assistant City Administrator Office, Administrative Staff Offices and File Room, City Hall with Kitchen and Men's and Women's Restroom.

The total area of **312 E. Nelson Street, Studio B (cleaned twice monthly)** shall consist of office space, kitchen, bathroom, conference room and hardwood stairs leading to upstairs unit.

The total area of **305 E. Nelson (cleaned twice monthly)** shall consist of office space, kitchen, bathroom and hardwood floors.

The Services required by this Agreement shall be performed in a manner acceptable to management. The Services covered by this Agreement shall be performed on the frequency described above, on a day determined by the Contractor, except as otherwise provided herein, at such times and in such manner as not to interfere with office operations and rentals of City Hall as directed by the City Administrator, or designee. The Contractor shall provide cleaning dates to City staff no later than 48 hours in advance.

The City shall provide a wet mop and a dry mop for use at City facilities. All other materials and equipment, including tools, required for the performance of this Agreement shall be furnished by the Contractor.

The following Services shall be provided at all three locations upon every cleaning:

- a) Vacuum carpeted floors
- b) Dry mop and/or sweep linoleum floors
- c) Clean/dust all window sills, furniture, kitchen counters, table tops and similar horizontal surfaces
- d) Empty wastebaskets and recycle bins. All trash and recycling shall be placed in designated containers.

- e) Fully Clean Restrooms
- f) Wet mop floors
- g) Clean sinks, toilets and mirrors.
- h) Replenish toilet tissue and paper towels. Toilet tissue and paper towels supplied by the City.
- i) Clean water fountains
- j) Clean entrance doors and office window glass.
- k) Damp mop linoleum
- l) Remove soiled areas and spots from the carpet, wood floors and upholstered chairs

The following Services shall be provided on an as-needed basis:

- a) Dust and/or clean tops of doors, cabinets, baseboards, exposed pipes, etc.
- b) Dust and remove spots from walls, woodwork
- c) Vacuum carpets with heavy duty carpet cleaner

SECTION TWO -TERM

This Agreement will become effective following approval by the City Council and shall terminate on December 31, 2022. The contract may be terminated by the City at the end of the contract term unless the City and Contractor have mutually agreed upon an extension no later than thirty days (30) prior to the expiration date, unless otherwise mutually agreed upon by the parties. All subsequent contract extensions, if any, shall be in increments of one (1) year.

The Contractor may terminate the Contract upon no less than thirty (30) days written notice of termination prior to the date Contractor wishes to terminate. City may terminate this agreement at any time.

SECTION THREE- COMPENSATION

City agrees to pay Contractor as follows for services rendered pursuant to this Agreement.

- \$250 for monthly (4-5 times/month) cleaning of City Hall
- \$190 for monthly (2 times/month) cleaning of 305 E. Nelson
- \$180 for monthly (2 times/month) cleaning of 312 E. Nelson, Studio B

Contractor shall prepare and present a monthly invoice to the City setting forth time spent performing duties pursuant to this Agreement. Said invoice shall not include time spent by Contractor traveling to and from City facilities. City agrees to process payment provided by Contractor for services rendered during the month upon receipt of the invoice. Payment is made via direct deposit to the bank account number provided by the Contractor.

SECTION FOUR- DUTY TO DEFEND AND INDEMNIFY

In accordance with Kansas law, the City agrees to defend and indemnify Contractor for any claims made against Contractor, excepting claims involving negligence or misuse by Contractor or its subcontractors, for actions or inactions by Contractor while acting within the scope of this Agreement.

SECTION FIVE – CONFIDENTIALITY AND NON-DISCLOSURE

The identity and personal information of citizens, the City's work product and office operations must be kept strictly confidential at all times. Although Contractor is authorized to provide services on behalf of City, as an express condition of this Agreement it is agreed that Contractor and any employees or subordinates performing work under Contractor's direction shall absolutely maintain confidential any information learned during the course of Contractor's work for City. Any indiscretion is grounds for immediate termination of Contractor.

SECTION SIX- GENERAL PROVISIONS

The text herein shall constitute the entire agreement between the parties. This Agreement shall become effective upon execution by Contractor and execution by the Mayor after approval by the City Council. Contractor shall be paid at the current monthly rate for any services performed prior to this Agreement becoming effective.

SECTION SEVEN- CHOICE OF LAW

This Agreement is to be construed and enforced in accordance with the laws of the State of Kansas and any action to enforce this Agreement shall be brought in the Johnson County District Court.

SECTION EIGHT- MODIFICATION

This Agreement cannot be modified or changed by any verbal statement, promise or agreement and no modification, change nor amendment, shall be binding on the parties unless it shall have been agreed to in writing.

IN WITNESS WHEREOF, the parties set their hands the day and year first above shown.

METROPOINT SERVICES LLC:

CITY OF EDGERTON, KANSAS

Asher Phillips

By: _____
Donald Roberts, Mayor

APPROVED AS TO FORM:

ATTEST:

Lee W. Hendricks, City Attorney

Alexandria Clower, City Clerk

CITY OF EDGERTON, KANSAS

COUNCIL AGENDA ITEM

Council Meeting Date: June 9, 2022

Agenda Item: Resolution of Intent and Ordinance

Subject: ColdPoint Solar Project

Hearing Notice Published: Not Required for Sales Tax Only IRBs

Summary:

ColdPoint Logistics operates a cold-storage distribution facility at 31301 W. 181st Street. The City has issued industrial revenue bonds for the existing facility and three separate expansion projects.

ColdPoint Logistics desires to install solar equipment on top of the existing facility. ColdPoint has requested that the City issue up to \$5 million in industrial revenue bonds to enable ColdPoint to utilize a sales and use project exemption certificate for the solar equipment.

No ad valorem property tax abatement is being granted as a result of this bond issue. Each of the four phases of the existing ColdPoint facility is under a separate 10-year property tax abatement. The four phases of tax abatement expire starting in 2026 for the first phase and ending in 2029 for the last phase. This bond issue will have no impact on the existing property tax abatements.

Public Hearing/Cost-Benefit Report

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

Resolution of Intent

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

Ordinance

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

RESOLUTION NO. 06-09-22A

A RESOLUTION DETERMINING THE INTENT OF THE CITY OF EDGERTON, KANSAS, TO ISSUE ITS TAXABLE INDUSTRIAL REVENUE BONDS IN THE APPROXIMATE AMOUNT OF \$5,000,000 TO PAY THE COST OF IMPROVING AND EQUIPPING A COMMERCIAL FACILITY FOR THE BENEFIT OF COLDPOINT LOGISTICS WAREHOUSE, LLC.

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

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

WHEREAS, ColdPoint Logistics Warehouse, LLC, a Kansas limited liability company (the “Company”), has requested the City to issue its industrial revenue bonds in the approximate principal amount of \$5,000,000 (the “Bonds”), for the purpose of improving and equipping a commercial facility, consisting of the addition of solar and other equipment and improvements to an existing cold-storage distribution facility located at 31301 W. 181st Street, Edgerton, Kansas (the “Project”), and to sublease the Project to the Company all pursuant to the Act; and

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

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

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

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

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

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

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

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

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

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

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

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

Section 9. Further Action. SA Legal Advisors LC, Bond Counsel for the City, and officers and employees of the City, are authorized to work with the purchaser of the Bonds, the Company, their respective counsel and others, to prepare for submission to and final action by the City all documents necessary to effect the authorization, issuance and sale of the Bonds and other actions contemplated hereunder.

Section 10. Effective Date. This Resolution shall take effect and be in full force immediately after its adoption by the Governing Body of the City.

ADOPTED June 9, 2022.

CITY OF EDGERTON, KANSAS

Donald Roberts, Mayor

[SEAL]

ATTEST:

Alexandria Clower, City Clerk

Approved as to form:

Scott W. Anderson, Bond Counsel

CITY OF EDGERTON, KANSAS

COUNCIL AGENDA ITEM

Council Meeting Date: June 9, 2022

Agenda Item: Resolution of Intent and Ordinance

Subject: ColdPoint Solar Project

Hearing Notice Published: Not Required for Sales Tax Only IRBs

Summary:

ColdPoint Logistics operates a cold-storage distribution facility at 31301 W. 181st Street. The City has issued industrial revenue bonds for the existing facility and three separate expansion projects.

ColdPoint Logistics desires to install solar equipment on top of the existing facility. ColdPoint has requested that the City issue up to \$5 million in industrial revenue bonds to enable ColdPoint to utilize a sales and use project exemption certificate for the solar equipment.

No ad valorem property tax abatement is being granted as a result of this bond issue. Each of the four phases of the existing ColdPoint facility is under a separate 10-year property tax abatement. The four phases of tax abatement expire starting in 2026 for the first phase and ending in 2029 for the last phase. This bond issue will have no impact on the existing property tax abatements.

Public Hearing/Cost-Benefit Report

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

Resolution of Intent

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

Ordinance

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

ORDINANCE NO. 2109

AN ORDINANCE AUTHORIZING BOND DOCUMENTS AND THE ISSUANCE OF THE CITY'S TAXABLE INDUSTRIAL REVENUE BONDS (COLDPOINT SOLAR PROJECT) SERIES 2022, FOR THE PURPOSE OF FINANCING THE COST OF SOLAR EQUIPMENT.

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

WHEREAS, the governing body of the City has heretofore and does now find and determine that it is desirable in order to promote, stimulate and develop the general economic welfare and prosperity of the City and the State of Kansas that the City issue its Taxable Industrial Revenue Bonds (ColdPoint Solar Project) Series 2022, in an aggregate maximum principal amount not to exceed \$5,000,000, for the purpose of improving and equipping a commercial facility, consisting of the addition of solar and other equipment and improvements to an existing cold-storage distribution facility located at 31301 W. 181st Street, Edgerton, Kansas (the "Project"), and that the City lease the Project to ColdPoint Logistics Warehouse, LLC, a Kansas limited liability company (the "Company"); and

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

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

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

Section 2. Authorization of and Security for the Bonds. The City is hereby authorized to issue and sell its Taxable Industrial Revenue Bonds (ColdPoint Solar Project) Series 2022, in an aggregate maximum principal amount not to exceed \$5,000,000 (the "Bonds"), for the purpose of providing funds to pay the cost of the Project. The Bonds shall be issued and secured pursuant to the herein authorized Indenture and shall bear such date, shall mature at such time, shall be in such denominations, shall bear interest at such rates, shall be in such form, shall be subject to redemption and other terms and conditions, and shall be issued in such manner, subject to such provisions, covenants and agreements, as are set forth in the hereafter defined Indenture. The Bonds shall be payable solely out of the rents, revenues and receipts derived by the City from the Project, and the Project and the net earnings derived by the City from the Project shall be pledged and assigned to the hereafter defined Trustee as security for payment of the Bonds as provided in the Indenture.

Section 3. Authorization of Documents. The City is hereby authorized to enter into the following documents, in substantially the forms presented to and reviewed by the Council of the City (copies of which documents, upon execution thereof, shall be filed in the office of the City Clerk), with such changes

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

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

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

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

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

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

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

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

PASSED by the Council of the City of Edgerton, Kansas, this 9th day of June, 2022.

Donald Roberts, Mayor

[SEAL]

ATTEST:

Alexandria Clower, City Clerk

Approved as to form:

Scott W. Anderson, Bond Counsel

City Council Action Item

Council Meeting Date: June 9, 2022

Department: Administration

Agenda Item: Consider Ordinance No. 2110 Annexing Certain Land Into The City Of Edgerton, Kansas

Background/Description of Item:

The City of Edgerton has received a Consent for Annexation application for property currently located in Johnson County, Kansas. A copy of the Consent for Annexation form is included in the packet.

Kansas Statute 12-520 states that the governing body of any city, by ordinance, may annex land to such city if that land adjoins the city and a written petition for consent to annexation is filed with the city. The property owner has filed the required petition for Consent for Annexation. The property is contiguous to property within the City of Edgerton corporate city limits.

The enclosed draft ordinance was prepared by the City Attorney

Related Ordinance(s) or Statue(s):

Funding Source: N/A

Budget Allocated: N/A

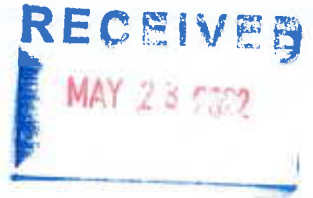
Finance Director Approval: N/A

Recommendation: Approve Ordinance No. 2110 Ordinance Annexing Certain Land Into The City Of Edgerton, Kansas

Enclosed: Consent for Annexation Application
Map of Parcel
Draft Ordinance No. 2110

Prepared by: Katy Crow, Development Services Director

CONSENT FOR ANNEXATION FORM
(Adjoining Property by Request)



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

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

[Insert or attach full legal description]

Parcel 4F221504-4003 Tax ID R176490 Cen. 200910537.012057

The undersigned further warrants and guarantees that they are the only owner(s) of record of the land.

OWNERS OF LAND TO BE ANNEXED:

Riley's Survivor Trust - Daniel Riley POA 5/23/22
Signature Printed Name Date

Daniel W Riley Daniel W Riley POA. 5/23/22
Signature Printed Name Date

Signature Printed Name Date

Signature	Printed Name	Date
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CITY OF EDGERTON, KANSAS
Consent for Annexation Instructions

PRE-ANNEXATION CONFERENCE: Property owners seeking annexation into the City of Edgerton should contact the City Administrator to schedule a meeting to discuss their annexation request. This pre-annexation meeting will help both parties understand the intent of the annexation. The property owners will also have the opportunity to learn about the process and a timeline for the procedures.

CONSENT FORM: The owners of record must complete and sign a Consent for Annexation form provided by the City. Such form shall have the full legal description of the property being sought for annexation inserted in the form or attached to the form. Applicants may obtain a copy of the full legal description from the Johnson County Records and Tax Administration located at 111 S. Cherry Street, Suite 1200, Olathe, KS 66061. Obtaining a copy of the legal description may require a fee charged by Johnson County Records and Tax Administration. The City will not accept abbreviated legal descriptions from Johnson County AIMS or otherwise on the Consent for Annexation form.

FEES: There are no fees for a Consent Annexation.

NON-CONTIGUOUS ANNEXATION: In most circumstances, properties must be contiguous or adjacent to the existing corporate limits of the City in order to be annexed. The City may, however, agree to annex a property that is not contiguous or adjacent to the corporate limits. This method of annexation is also known as "island" annexation and requires the approval of the Johnson County Board of County Commissioners. Applicants seeking annexation where they would not meet the contiguous or adjacent requirements are asked to submit an application to the City.

The Governing Body will consider a resolution requesting the Johnson County Board of County Commissioners (the "BOCC") to review and consider the annexation request. Following its adoption by the Governing Body, the resolution will be sent to the BOCC for their action. The BOCC is required to determine whether the annexation request will hinder the proper growth and development of the area or that of any other unincorporated city in the county. The BOCC has thirty (30) days following the receipt of the request from the City to make a determination. No specific notification or public hearing on the issue is required, nor is a Plan for the Extension of Services. Following approval by the BOCC, an annexation ordinance will be forwarded to the Governing Body for review and consideration. Applicants should allow at least two months for island annexation proceedings.

ANNEXATION AGREEMENT: In some cases, the City may require an annexation agreement with a property owner to address any issues that may affect the provision of public services, infrastructure, or other outstanding items concerning the annexation request. The agreement will be prepared by the City following negotiation with the property owners. The City Council will review and consider the approval of the annexation agreement inclusive of and simultaneous to the annexation ordinance.

32710

STAFF REVIEW: All applications for Consent Annexation will be reviewed by City staff. Such review shall provide the Governing Body with the anticipated impact on public services that would result from the annexation. Such factors that will be considered include the impact on: streets and sidewalks, water and sewer utilities, police and fire protection, planning and zoning implications, and financial considerations. Staff will review the request in conjunction with the Comprehensive Plan and Future Land Use Map. Staff will also review the legality of the proposed annexed to determine if state statutes are met prior to moving the application forward to the Governing Body. Staff will prepare a memorandum outlining the anticipated affect on City services, which will be presented to the Governing Body.

GOVERNING BODY REVIEW AND DECISION: Applications for Consent Annexation should be filed with the City Clerk two weeks in advance of a City Council meeting. City Council meets on the second and fourth Thursdays of the month. Applications not meeting the submittal deadline will be considered at the next regular Council meeting. The Governing Body will review the recommendation of the City Administrator and will take action. The Governing Body is not required to approve any request for Consent Annexation.

PUBLICATION AND FILING: Following approval of an ordinance annexing land by the Governing Body, the City shall publish the ordinance in the next edition of the official City newspaper. Staff will file the ordinance with the Johnson County Records and Tax Administration. The publication date shall be the effective date of the annexation ordinance.

REZONING: Section 1.9 of the Unified Development Code requires that all property annexed into the City limits shall carry the county zoning designation for sixty (60) days following the effective date of the annexation. Following the effective date of the annexation, the property owner may apply for rezoning of the annexed property. The Planning Commission shall also prepare an amendment to the zoning map for the annexed property, conduct the necessary public hearing, and submit a rezoning recommendation to the Governing Body for approval.

QUESTIONS: Contact Beth Linn, City Administrator at (913) 893-6231 x115. Applicants may also email the City Administrator at blinn@edgertonks.org.

This
CERTIFICATE OF TRUST

prepared for

DANIEL W. RILEY

Parman & Easterday
10740 Nall, Suite 160
Overland Park, Kansas 66211
ph(913) 385-9400 fax(913) 385-9422
© Joseph Esry
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Certificate of Trust

The undersigned Trustor and Trustee hereby certifies the following:

1. This Certificate of Trust refers to the RILEY LIVING TRUST, dated October 4, 2001, RILEY SURVIVOR'S TRUST, and RILEY FAMILY TRUST, dated October 4, 2001.
2. The address of the Trustors is 10115 W. 47th Street, Merriam, Kansas 66203.
3. The initial Trustees of the Trust were:

GEORGE M. RILEY
JOAN C. RILEY

4. The present Trustee is:

DANIEL W. RILEY

5. The Trust is a grantor trust under the provisions of Sections 673-677 of the Code. The Social Security Number of the Trustor, JOAN C. RILEY may be used as the Taxpayer Identification Number (TIN) or (EIN) for the trust.
6. The Trustee under the Trust Agreement is authorized to acquire, sell, convey, encumber, lease, borrow, manage and otherwise deal with interests in real and personal property in our Trust name. All powers of the Trustee are fully set forth in Article Fourteen of the Trust Agreement.
7. The Trust has not been revoked and there have been no amendments limiting the powers of the Trustee over trust property.
8. No person or entity paying money to or delivering property to the Trustee shall be required to see to its application. All persons relying on this document regarding the Trustee and her powers over trust property shall be held harmless for any resulting loss or liability from such reliance. A copy of this Certificate of Trust shall be just as valid as the original.

RELIANCE ON THIS CERTIFICATION

This certification is made under Kan. Stat. Ann. § 58a-1013 and is signed by all currently acting Trustees. Any transaction entered into by a person acting in reliance on this certification is enforceable against the trust assets.

KANSAS STATUTE ANNOTATED § 58A-1013 PROVIDES THAT ANY PERSON WHO REFUSES TO ACCEPT THIS CERTIFICATION IN LIEU OF THE ORIGINAL TRUST DOCUMENT WILL BE LIABLE FOR DAMAGES, INCLUDING ATTORNEY'S FEES, INCURRED AS A RESULT OF THAT REFUSAL, IF THE COURT DETERMINES THAT THE PERSON ACTED IN BAD FAITH IN REQUESTING THE TRUST DOCUMENT.

The undersigned certifies that the statements in this Certificate of Trust are true and correct and that it was executed in the County of Johnson, County on 01/14, 2022

Trustor:

Trustee:

Joan C. Riley
JOAN C. RILEY

Daniel W. Riley
DANIEL W. RILEY

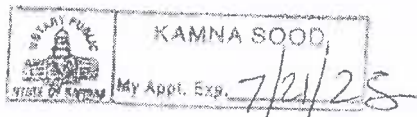
STATE OF Kansas)

COUNTY OF Johnson)

This instrument was acknowledged before me on 01/14, 2022 by JOAN C. RILEY, Trustor.

beaudry
Officer's Signature

My Commission Expires: 7/21/25



STATE OF Kansas)

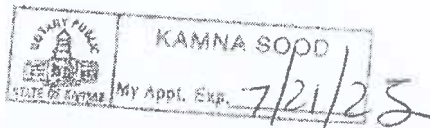
COUNTY OF Johnson)

This instrument was acknowledged before me on 01/14, 2022 by DANIEL W. RILEY, Trustee.

Kamna Sood
Officer's Signature

My Commission Expires: 7/21/25

Daniel W. Riley
John Riley



Prepared by:
Joseph Esry
Parman & Easterday
10740 Nall, Suite 160
Overland Park, Kansas 66211
Phone (913) 385-9400 fax (913) 385-9422

SPACE ABOVE FOR RECORDER'S USE

RECORDING REQUESTED BY
PARMAN & EASTERDAY, LLP
WHEN RECORDED MAIL TO:
10740 NALL, SUITE 160
OVERLAND PARK, KANSAS 66211
SPACE ABOVE FOR RECORDER'S USE

DOCUMENTARY TRANSFER TAX -0-
KSA 79-1437 E(A) #7

Trustee's Deed

APN:

DATE OF DOCUMENT: June 16, 2017

THIS TRUSTEE'S DEED is made by and between JOAN C. RILEY, as Trustee, and solely in her capacity as Trustee, of the RILEY LIVING TRUST, dated October 4, 2001, as GRANTOR, and JOAN C. RILEY, Trustee, or Her Successors in Trust, under the RILEY SURVIVOR'S TRUST, dated October 4, 2001 and JOAN C. RILEY, Trustee, or Her Successors in Trust, under the RILEY FAMILY TRUST, dated October 4, 2001, as GRANTEES.

WITNESSETH: THAT GRANTOR, In consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by GRANTOR, does hereby Grant, Bargain, Sell, Convey and Confirm to GRANTEES, the following described real property (the Property) situated in the County of JOHNSON State of KANSAS, to wit:

SEE LEGAL DESCRIPTION ON ATTACHED EXHIBIT "A"

AN UNDIVIDED ONE-HALF (1/2) INTEREST TO:

JOAN C. RILEY, TRUSTEE, OR HER SUCCESSORS IN TRUST, UNDER THE RILEY SURVIVOR'S TRUST, DATED OCTOBER 4, 2001

and

AN UNDIVIDED ONE-HALF (1/2) INTEREST TO:

JOAN C. RILEY, TRUSTEE, OR HER SUCCESSORS IN TRUST, UNDER THE RILEY FAMILY TRUST DATED, OCTOBER 4, 2001

Subject to all easements, restrictions and reservations, if any, now of record.

TO HAVE AND TO HOLD the Property aforesaid with all and singular, the rights, privileges, appurtenances and immunities thereto belonging or in any wise appertaining unto GRANTEES, and unto the heirs and assigns of such survivor forever; GRANTOR hereby covenants that GRANTOR is lawfully seized of an indefeasible estate in fee of the Property herein conveyed; that GRANTOR has good right to convey the same; that the Property is free and clear from any encumbrance done or suffered by GRANTOR, except as stated above and except for all taxes and assessments, general and special, not now due and payable; and that GRANTOR will warrant and defend the title to the said Property unto GRANTEES against the lawful claims and demands of all persons claiming under GRANTOR.

GRANTOR warrants to GRANTEES that GRANTOR is conveying the Property pursuant to the provisions of the RILEY LIVING TRUST, dated October 4, 2001. GRANTOR further warrants to GRANTEES that said TRUST is in full force and effect as of the date hereof and has not been amended, modified, or revoked, and that GRANTOR is the duly constituted trustee or successor trustee of said TRUST. GRANTOR covenants to GRANTEES that this conveyance is made pursuant to the authority granted to GRANTOR by said TRUST, and the consideration received by GRANTOR is in full accordance with the provisions of said TRUST.

IN WITNESS WHEREOF The GRANTOR has executed this instrument this June 16, 2017.


JOAN C. RILEY, TRUSTEE

STATE OF KANSAS)
COUNTY OF JOHNSON)

On this June 16, 2017 before me personally appeared JOAN C. RILEY, Trustee of the RILEY LIVING TRUST, dated October 4, 2001, to me known to be the person (s) described in and who executed the foregoing instrument, and acknowledged that she executed the same as his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.





NOTARY PUBLIC

Emily Price

NOTARY PRINT NAME

MY COMMISSION EXPIRES

**TRUSTEE'S DEED
EXHIBIT "A"**

LOT 1, BLOCK 1, METCALF VIEW, A SUBDIVISION IN THE CITY OF OVERLAND PARK, JOHNSON COUNTY, KANSAS.

SUBJECT TO EASEMENTS, RESERVATIONS, RESTRICTIONS, PARTY WALL AGREEMENTS OF RECORD, ZONING LAWS, EXISTING LEASES AND TENANCIES, IF ANY, AND SUBJECT TO AD VALOREM TAXES AND SPECIAL ASSESSMENTS NOW LEVIED OR ASSESSED AGAINST SAID PREMISES AND SUBJECT TO ANY STATE OF FACTS AN ACCURATE UP-TO-DATE SURVEY WOULD DISCLOSE.

AND

THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 4, TOWNSHIP 15, RANGE 22, EDGERTON, JOHNSON COUNTY, KANSAS.

EXCEPT THE FOLLOWING:

A TRACT OF LAND SITUATED IN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 15 SOUTH, RANGE 22 EAST OF THE SIXTH PRINCIPAL MERIDIAN, IN JOHNSON COUNTY, KANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 4; THENCE SOUTH 88 DEGREES 29' 12" WEST (ALL BEARINGS DESCRIBED HEREIN ARE REFERENCED TO THE JOHNSON COUNTY HORIZONTAL CONTROL NETWORK AS PUBLISHED AUGUST 1998) ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 4, A DISTANCE OF 662.04 FEET TO THE TRUE POINT OF BEGINNING, SAID POINT BEING THE SOUTHWEST CORNER OF THE EAST 20 ACRES OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 4; THENCE CONTINUING SOUTH 88 DEGREES 29' 12" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 655.67 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 4; THENCE NORTH 02 DEGREES 11' 59" WEST ALONG THE WEST LINE OF THE SOUTHEAST QUARTER, OF THE SOUTHEAST QUARTER OF SAID SECTION 4, A DISTANCE OF 1,316.77 FEET TO THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER, OF THE SOUTHEAST QUARTER OF SAID SECTION 4; THENCE SOUTH 88 DEGREES 31' 47" EAST ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 4, A DISTANCE OF 655.44 FEET TO THE NORTHWEST CORNER OF THE EAST 20 ACRES OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 4, THENCE SOUTH 02 DEGREES 12' 35" EAST ALONG THE WEST LINE OF SAID EAST 20 ACRES, A DISTANCE OF 1,316.28 FEET TO THE TRUE POINT OF BEGINNING, EXCEPT THAT PART IN ROAD.

****THIS PROPERTY IS SUBJECT TO LIFE ESTATE RETAINED BY GEORGE A. RILEY AND ROZELLA RILEY, HUSBAND AND WIFE.**

AND

ALL OF THE WEST $\frac{1}{2}$ OF THE EAST $\frac{1}{2}$ OF BLOCK 62, RESURVEY OF BLOCKS 29, 30, 31 AND 35 TO 58 INCLUSIVE, SOUTH PARK, A SUBDIVISION IN THE CITY OF MERRIAM, JOHNSON COUNTY, KANSAS, MORE PARTICULARLY DESCRIBED AS EAST $\frac{1}{2}$ OF SAID BLOCK 62, EXCEPT BEGINNING AT THE NORTHEAST CORNER OF SAID BLOCK 62, THENCE SOUTH 633.23 FEET ALONG THE EAST LINE OF SAID BLOCK 62 TO THE SOUTH LINE OF SAID BLOCK 62, THENCE WEST ALONG THE SAID SOUTH LINE 162.04 FEET, THENCE NORTH 633.32 FEET TO THE NORTH LINE OF SAID BLOCK 62, THENCE EAST ALONG SAID NORTH LINE 162 FEET TO THE POINT OF BEGINNING.

AND

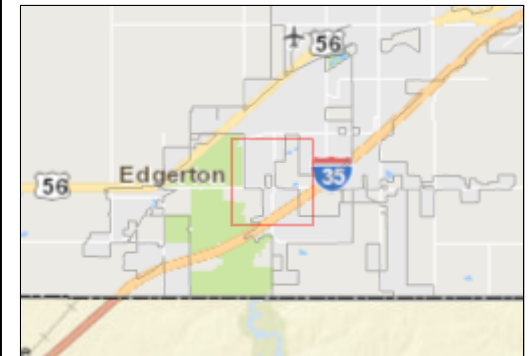
LOT 14, PRAIRIE VILLAS AT FALCON VALLEY, SIXTH PLAT, A SUBDIVISION IN THE CITY OF LENEXA, JOHNSON COUNTY, KANSAS



Johnson Co AIMS Map

LEGEND

AIMS Imagery: Current Imagery (2021)



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JOHNSON COUNTY
KANSAS
AIMS GIS & Mapping

6/3/2022

ORDINANCE NO. 2110

AN ORDINANCE ANNEXING CERTAIN LAND INTO THE CITY OF EDGERTON, KANSAS

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

WHEREAS, the tract of land described below adjoins the City of Edgerton; and

WHEREAS, written Consent for Annexation of such tract, signed by the owners thereof, was filed with the City of Edgerton on or about May 23, 2022; and

WHEREAS, the City desires to annex this tract of land into the City of Edgerton, pursuant to K.S.A. § 12-520(a)(7).

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

Section 1. The following described tract of land is hereby annexed into the City of Edgerton, Kansas, upon the voluntary petition of the owners thereof, pursuant to K.S.A. § 12-520(a)(7):

Tract (Parcel No. 4F221504-4003)

THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 4, TOWNSHIP 15, RANGE 22, EDGERTON, JOHNSON COUNTY, KANSAS.

EXCEPT,

A TRACT OF LAND SITUATED IN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 15 SOUTH, RANGE 22 EAST OF THE SIXTH PRINCIPAL MERIDIAN, IN JOHNSON COUNTY, KANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER, OF THE SOUTHEAST QUARTER OF SAID SECTION 4; THENCE SOUTH 88°29'12" WEST (ALL BEARINGS DESCRIBED HEREIN ARE REFERENCED TO THE JOHNSON COUNTY HORIZONTAL CONTROL NETWORK AS PUBLISHED AUGUST 1998) ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 4, A DISTANCE OF 662.04 FEET TO THE TRUE POINT OF BEGINNING, SAID POINT BEING THE SOUTHWEST CORNER OF THE EAST 20 ACRES OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 4; THENCE CONTINUING SOUTH 88°29'12" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 655.67 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 4; THENCE NORTH 02°11'59" WEST ALONG THE WEST LINE OF THE SOUTHEAST QUARTER, OF THE SOUTHEAST QUARTER OF SAID SECTION 4, A DISTANCE OF 1,316.77 FEET TO THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER, OF THE SOUTHEAST QUARTER OF SAID SECTION 4; THENCE SOUTH 88°31'47" EAST ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 4, A DISTANCE OF 655.44 FEET TO THE NORTHWEST CORNER OF THE EAST 20 ACRES OF THE

SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 4, THENCE SOUTH 02°12'35" EAST ALONG THE WEST LINE OF SAID EAST 20 ACRES, A DISTANCE OF 1,316.28 FEET TO THE TRUE POINT OF BEGINNING, EXCEPT THAT PART IN ROAD.

AND EXCEPT,

A tract of land in the Southeast Quarter of Section 4, Township 15 South, Range 22 East of the 6th P.M., described as follows: BEGINNING at the Southeast corner of said Quarter Section; FIRST COURSE, thence on an assumed bearing of South 88 degrees 29 minutes 07 seconds West, 656.98 feet along the South line of said Quarter Section; SECOND COURSE, thence North 01 degree 30 minutes 53 seconds West, 20.00 feet to the Northerly right of way line of existing 199th Street; THIRD COURSE, thence North 61 degrees 55 minutes 13 seconds East, 111.80 feet; FOURTH COURSE, thence North 88 degrees 29 minutes 07 seconds East, 350.00 feet; FIFTH COURSE, thence North 70 degrees 39 minutes 15 seconds East, 194.76 feet to the Westerly right of way line of existing Homestead Lane; SIXTH COURSE, thence North 02 degrees 12 minutes 32 seconds West, 1186.18 feet along said Westerly right of way line to the North line of the Southeast Quarter of said Southeast Quarter Section; SEVENTH COURSE, thence North 88 degrees 31 minutes 39 seconds East, 20.00 feet along said North line to the Northeast corner of said Southeast Quarter of the Southeast Quarter Section; EIGHTH COURSE, thence South 02 degrees 12 minutes 32 seconds East, 1315.81 feet along the East line of said Quarter Section to the POINT OF BEGINNING.

Section 2. An official copy of the Consent for Annexation shall be attached to a copy of this ordinance and shall be filed with the City Clerk to be open for inspection and available to the public at all reasonable hours.

Section 3. The Clerk of the City of Edgerton, Kansas shall cause a certified copy of this ordinance to be filed with the County Clerk, Register of Deeds and the County Election Commissioner of Johnson County, Kansas.

Section 4. This Ordinance shall become effective upon its publication in the official City newspaper.

PASSED by the Council and APPROVED by the mayor on this 9th day of June, 2022.

DONALD ROBERTS, Mayor

ATTEST:

ALEXANDRIA CLOWER, City Clerk

APPROVED AS TO FORM:

LEE W. HENDRICKS, City Attorney

City Council Action Item

Council Meeting Date: June 9, 2022

Department: Administration

Agenda Item: Consider Updated Vehicle and Equipment Replacement Policy

Background/Description of Item:

On April 23, 2015, the Governing Body approved the Vehicle and Equipment Replacement Policy. Staff has reviewed the policy and is proposing some updates to the policy. Attached is the redlined version of the policy showing the proposed changes. Also attached is a clean version of the policy which incorporates the proposed changes.

Proposed Changes to the Policy

- Some of the changes replace "Department Head" with "staff" to reflect that responsibility for management of the City's fleet has been centralized with staff in Public Works in recent years.
- Section 4 "Purchases and Acquisition" was updated to reference the City's Purchasing Policy and to remove purchasing language in order to keep purchasing procedures solely within the purchasing policy.
- Section 7 "Disposal of Vehicles and Equipment" was updated to clarify that timing of approval of the disposition of a vehicle/piece of equipment will occur in conjunction with the approval of the purchase of the replacement vehicle/piece of equipment.
- The Estimated Useful Life of Vehicles and Equipment chart in Appendix A was broken down into two charts: (1) Vehicles and (2) Equipment. In addition, the Vehicles chart now shows vehicles by the Federal Highway Administration classification types.
- Other changes to the chart include the following changes to estimated useful life time frames/units of usage based on industry standards, type of usage (i.e., used for plowing), staff experience with the vehicle/equipment type over time, etc.

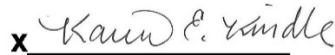
Vehicle/Equipment Classification	Estimated Useful Life Current Policy	Estimated Useful Life Proposed Policy
Class 5 – 1 Ton Truck	10 years/100,000 miles	10 years/75,000 miles
Class 6 – 1 ½ - 1 ¾ Ton Truck	10 years/100,000 miles	10 years/75,000 miles
Class 7 – Single Axle	10 years/70,000 miles	10 years/75,000 miles
Class 8 – Tandem Axle	10 years/70,000 miles	10 years/75,000 miles
Aerial Lift/Bucket Truck	10 years	10 years/50,000 miles

Class 6 – Street Sweeper	10 years/5,000 – 6,000 hours	7 years/50,000 miles/2,000 hours
Utility Trailer/Equipment Trailer	15 years	10 years
Mower	1,500 hours	1,000 hours
Excavator/Backhoe	13 years/4,000-5,000 hours	10 years/1,500 hours
Compact Loader	Not listed	7 years/1,500-2,000 hours
Wheel Loader	Not listed	10 years/2,500 hours
Tractor	Not listed	10 years/2,500 hours
Sewer Jetter	15 years/4,000 hours	15 years/2,500 hours
Road Grader	13 years	15 years/1,500-2,000 hours
Roller	13 years	10 years/1,000 hours
Crack Seal Machine	13 years	10 years/1,000 hours
UTV	Not listed	10 years/2,000 hours
Storm Siren	10 years	25 years

Related Ordinance(s) or Statue(s): Vehicle and Equipment Policy approved on April 23, 2015.

Funding Source: N/A

Budget Allocated: N/A

x 

Finance Director Approval: Karen Kindle, Finance Director

Recommendation: Approve the Vehicles and Equipment Replacement Policy

Enclosed: Vehicles and Equipment Replacement Policy – red line version

Prepared by: Karen Kindle, Finance Director

City of Edgerton
Vehicle and Equipment Replacement Policy

1. Policy Objective

The objective of the Vehicle and Equipment Replacement Policy is to provide effective guidelines for administering and accounting for the City's vehicle and equipment replacement so that the City's fleet is ready to serve daily operations as well as emergency operations at any time; to act as a framework for decisions related to long-range vehicle and equipment replacement; and to act as a budgeting guide for the Governing Body and staff.

2. Vehicle and Equipment Replacement Schedule

Annually, as part of the budget process, the City Administrator and the Department Heads shall update the inventory schedule of all City vehicles and equipment. The schedule should include detailed information about the equipment, its condition, estimated replacement year, estimated replacement cost and how the vehicle or equipment should be allocated among general City operations, water operations and sewer operations. The schedule shall be the basis of budget discussions and decisions regarding vehicle and equipment replacement. The schedule shall be presented to the Governing Body along with other budget information and approved when the budget is adopted each year.

3. Replacement Considerations

The Schedule of Estimated Useful Lives in Appendix A should be used as a guide for replacing vehicles and equipment. In addition to the estimated useful life, the items listed below should also be considered when determining if a vehicle or piece of equipment should be replaced.

- Maintenance and repair costs
- Performance
- Resale value
- Dependability
- Major mechanical failures
- Technological changes
- Fuel consumption
- Physical appearance
- Safety issues
- Obsolescence
- Type of usage

4. Purchasing and Acquisition

Purchases of vehicles and equipment shall be made in accordance with the City's Purchasing Policy, City Code and other applicable ordinances, resolutions and state law.

~~Purchases of vehicles and equipment should first attempt to utilize existing cooperative purchasing partnerships as outlined in the City's Purchasing Policy. When purchasing vehicles under cooperative purchasing partnerships, City staff should also research available comparable used vehicles available in the Kansas City metropolitan area. Information on comparable used vehicles should be presented along with cooperative purchase information when seeking approval from the Governing Body.~~

5. Financing

As part of the annual budget process, the City Administrator shall submit to the Governing Body a recommendation for the financing of all proposed vehicles and equipment that are planned for that budget year.

City of Edgerton
Vehicle and Equipment Replacement Policy

The following financing methods may be considered by the City Administrator for all vehicles and equipment.

- A. Pay as You Go Financing (PAYG): Utilizes current year revenues or reserves. This is the preferred method of financing vehicles and equipment.
- B. General Obligation Bonds: General obligation bonds will not be issued for vehicles or equipment where the acquisition cost is less than \$250,000. The City will structure the general obligation bond debt for vehicles and equipment to mature over 10 – 15 years or the useful life of the vehicle or equipment, whichever is less with at least 60% of the debt service amortization in the first 10 years of the issue.
- C. Lease and Lease Purchase: Lease obligations and other long-term agreements may be used as a flexible, financial alternative for acquiring vehicles and equipment. The City will plan issuance of lease obligations and other long-term financing agreements according to the following guidelines.
 - a. The City Administrator, or designee, will determine and document the justification for each proposed lease transaction. The justification should include an explanation for not recommending PAYG financing or general obligation debt financing. An analysis of various financing strategies should be performed to allow for the lowest possible cost to the City.
 - b. Each transaction will include lease payments and a cash flow statement over the life of the transaction.
 - c. The scheduled maturity shall not exceed the anticipated useful life of the item, and in no case shall exceed 20 years.

6. Maintenance and Repair

The ~~Department Heads~~City staff will be responsible for all maintenance necessary for the continued operation for the City's vehicles and equipment. The ~~Department Heads~~City staff shall be responsible for determining what specific types of maintenance will be done in-house and what types will be sent to a mechanic. In making this determination, the following factors should be considered:

- A. Cost of in-house maintenance
- B. Time needed to completed maintenance task
- C. Knowledge of Department with specific maintenance task
- D. Experience of Department with specific maintenance task
- E. Ability to attain necessary parts in a timely manner.

If maintenance is determined to be sent to a mechanic, ~~staff~~the Department Head, or designee, shall be responsible for complying with the City's Purchasing Policy. ~~The Department Head, or designee~~City staff shall maintain documentation of all maintenance and repairs for vehicles and equipment.

7. Disposition of Vehicles and Equipment

When it is determined that a vehicle or equipment should be replaced, the City should dispose of the replaced item using the method that will produce the greatest amount of value for the City. The acceptable disposal methods are listed below. The City Council will approve assets for disposal and the disposal method at the time of purchase of the replacement item. Vehicles and equipment will not be sold to employees of the City.

- A. Trade-in – the vehicle or equipment is traded in on the new vehicle or equipment and the price of the new vehicle or equipment is reduced.
- B. Sold at Auction - The City should use a reputable auction service, including on-line auction services. The City should receive a detailed accounting of the sale price for each item sold.
- C. Scrap – The vehicle or equipment is sold for scrap metal or it is kept on hand for parts.

City of Edgerton
Vehicle and Equipment Replacement Policy

D. Destroyed – The vehicle or equipment was destroyed.

Money received from the sale of vehicles and equipment shall be deposited into the Equipment Reserve Funds for general City operations, water operations and sewer operations. The sale proceeds should be allocated among the three funds according to the allocation percentages for each item as listed on the Vehicle and Equipment Replacement Schedule

8. Insurance

The City shall maintain at least the minimum state required insurance coverage on all vehicles and equipment. When new vehicles or equipment are purchased, the City Clerk shall notify the City's insurance agent to add the vehicle or equipment to the City's policy. When vehicles or equipment are sold/traded in/scrapped/destroyed, ~~the Department Head~~City staff shall notify the City Clerk who will notify the City's insurance agent that the items should be removed from the City's policy.

9. Responsibility for Enforcement

The City Administrator has overall responsibility for enforcement of this policy.

10. Effective Date

This policy shall take effect and be in force from and after its passage and approval.

**City of Edgerton
Vehicle and Equipment Replacement Policy**

Appendix A

Estimated Useful Life of Vehicles and Equipment

Item Type	Useful Life in Years	Mileage/Number of Hours
Non-Truck Vehicle	10	100,000 miles
Pickup Trucks (1-ton or less)	10	100,000 miles
Heavy Trucks (greater than 1-ton)	10	100,000 miles
Mowers	n/a	1,500 hours
Dump Trucks	10	70,000 miles
Back Hoe	13	5,000 — 6,000 hours
Uni-Loader	13	4,000 — 5,000 hours
Bucket Truck	10	
Sewer Jetter	15	4,000 hours
Street Sweeper	10	5,000 — 6,000 hours
Snow Blade	10	
Utility Trailer	10	
Salt Spreader	10	
Road Grader	13	
Roller	13	
Crack Seal Machine	13	
Storm Siren	10	
Radio	10	
Water Meter	10	

**City of Edgerton
Vehicle and Equipment Replacement Policy**

<u>Vehicle Classification</u>	<u>Useful Life -Years</u>	<u>Units of Usage</u>
<u>Class 2 - Light Duty Truck</u>	<u>10</u>	<u>100,000 Miles</u>
<u>Class 3 - 1/2 Ton Truck</u>	<u>10</u>	<u>100,000 Miles</u>
<u>Class 4 - 3/4 Ton Truck</u>	<u>10</u>	<u>100,000 Miles</u>
<u>Class 5 - 1 Ton Truck</u>	<u>10</u>	<u>75,000 Miles</u>
<u>Class 6 - 1 1/2 - 1 3/4 Ton Truck</u>	<u>10</u>	<u>75,000 Miles</u>
<u>Class 7 - Single Axle</u>	<u>10</u>	<u>75,000 Miles</u>
<u>Class 8 - Tandem Axle</u>	<u>10</u>	<u>75,000 Miles</u>
<u>Aerial Lift/Bucket Truck</u>	<u>10</u>	<u>50,000 Miles</u>
<u>Class 6 - Street Sweeper</u>	<u>7</u>	<u>50000 / 2000 hrs.</u>
<u>Utility Trailer / Equipment Trailer</u>	<u>15</u>	<u>N/A</u>

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<u>Equipment Classification</u>	<u>Useful Life -Years</u>	<u>Units of Usage</u>
<u>Mower</u>	<u>n/a</u>	<u>1000 hrs.</u>
<u>Excavator/Backhoe</u>	<u>10</u>	<u>1500 hrs.</u>
<u>Compact Loader</u>	<u>7</u>	<u>1500 - 2000 hrs.</u>
<u>Wheel Loader</u>	<u>10</u>	<u>2500 hrs.</u>
<u>Tractor</u>	<u>10</u>	<u>2500 hrs.</u>
<u>Sewer Jetter</u>	<u>15</u>	<u>2500 hrs.</u>
<u>Road Grader</u>	<u>15</u>	<u>1500 - 2000 hrs.</u>
<u>Roller</u>	<u>10</u>	<u>1000 hrs.</u>
<u>Crack Seal Machine</u>	<u>10</u>	<u>1000 hrs.</u>
<u>UTV</u>	<u>10</u>	<u>2000 hrs.</u>
<u>Storm Siren</u>	<u>1025</u>	<u>N/A</u>
<u>Radio</u>	<u>10</u>	<u>N/A</u>
<u>Water Meter</u>	<u>10</u>	<u>N/A</u>

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Note: This schedule is a guide for replacing vehicles and equipment. In addition to the estimated useful life noted in the charts above, staff will consider other factors listed in Section 3 above including maintenance and repair costs; performance; resale value; dependability; major mechanical failures; technological changes; fuel consumption; physical appearance; safety issues; obsolescence; type of usage; etc.

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City Council Action Item

Council Meeting Date: June 9, 2022

Department: Administration

Agenda Item: Consider Agreements with Adopt A Highway to Sponsor Highway 56 (northbound and southbound) from 8th St. to Sunflower Road for Litter Removal Services

Background/Description of Item:

On April 28, 2022 Mayor Roberts presented the City Council with a proposal to consider a pilot program to enter an agreement for litter removal services with the Kansas Department of Transportation for their Sponsor-A-Highway program. At the time, the final costs and agreement had not yet been provided but it was estimated to be \$6,000 a year for this program and cleaning would occur 12 times a year in the designated area(s). This item was in response to several discussions with a property owner along Highway 56 experiencing significant accumulation of trash on their property just north of Highway 56.

City Council directed staff to work with Adopt-A-Highway to draft two agreements for these services along 56 Highway, from 8th Street to Sunflower Road as a pilot program. KDOT/Adopt-A-Highway require separate agreements for northbound vs southbound Highway 56.

Term of the Agreement

The draft agreements are for Adopt-A-Highway standard period of 2 years after the installation of the Sponsor's (i.e., the City's) recognition signage and would consist of litter removal services both Northbound and Southbound of 56 Highway, from 8th St. (Edgerton Rd.) to Sunflower Rd.

The City of Edgerton may terminate the agreements for any reason with 90 days written notice as described in the attached agreements. Following the 2 Years sponsorship, the agreements will automatically renew for successive 2 Years periods, unless written notice is given by either party to terminate the agreement at least (90) days prior to the renewal date.

Cost of Sponsorship

The monthly payment terms of these agreements listed below include both northbound and southbound Highway 56. There is a onetime set up and sign fee of \$600 per direction if the City desires.

- Initial deposit of \$1000 to be applied to the first and last month of services
- 22 remaining payments for months 2-23 at \$500 a month

Grand total: \$6,000 per year; \$12,000 over two-year agreements

The Agreements state that the sponsor will be notified upon renewal if the sponsorship fee will increase more than 5% during any of the successive sponsorship periods.

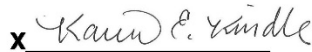
The Adopt-A-Highway Litter Removal Service of America is responsible for the cleaning of the sponsored area throughout the term of the agreement.

The City Attorney has reviewed and approved the language within the Contract for Adopt-a-Highway.

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

Funding Source: General Fund – General Government

Budget Allocated: The item was not included in the 2022 Budget. However, the trash contract bids were lower than what was budgeted. The savings on the trash contract will be used to fund the Adopt-A-Highway services.

x 

Finance Director Approval: Karen Kindle, Finance Director

<p>Recommendation: Approve Agreements with Adopt A Highway to Sponsor Highway 56 (northbound and southbound) from 8th St. to Sunflower Road for Litter Removal Services</p>

Enclosed: Northbound and Southbound Adopt-A-Highway Sponsorship Agreement

Prepared by: Alexandria Clower, City Clerk



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ADOPT A HIGHWAY SPONSOR AGREEMENT

The "Sponsor" listed below agrees to pay the cost of litter removal on the section of highway identified herein, as allowed under a permit to be obtained pursuant to the Adopt A Highway program, offered and supervised by the Department of Transportation (DOT).

Sponsor: City of Edgerton, KS #01
Legal Company Name: City of Edgerton, KS
Name on Sign: City of Edgerton, KS
Address: 404 E Nelson St.
Edgerton, KS 66021
Telephone: (913) 893-6231 **Fax:** (913) 893-6232
Contact: Donald Roberts
Location: 56
8th St (Edgerton Rd) to Sunflower Rd
38.76765, -95.01954 to 38.76931, -95.00085
Segment: NB
Level of Service: 6X

#1. ADOPT-A-HIGHWAY Litter Removal Service of America, Inc. ("AAH- LRSA") Duties:

#1a. AAH-LRSA will act as the Sponsors agent to obtain all permits and approvals required by the DOT.

#1b. AAH-LRSA shall arrange for Sponsor's Recognition Panel to be placed on the sign along the side of the highway at a location determined by the DOT. The graphics for the panel displaying the sponsor's name shall be approved by the sponsor prior to installation. Sponsor shall provide AAH-LRSA with artwork for the recognition panel within 14 days of execution of this agreement. AAHLRSA, Inc. shall not be responsible for the sign itself including but not limited to placement and maintenance as this is the responsibility of the Department of Transportation.

#1c. For a period of 2 Years after the installation of the Sponsor's recognition signage, AAH-LRSA will provide trash and litter removal services in accordance with all DOT rules and regulations, subject to weather or circumstances beyond the control of AAH-LRSA

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#2. Sponsors Duty Under Agreement: Payment Terms

#2a. Payment Terms: Sponsor agrees to pay AAH-LRSA, 22 payments of \$250.00 over a period of:2 Years to be paid Monthly upon receipt . An initial deposit of\$500.00, to be applied to the first and the last month, shall be paid by the Sponsor at time of contract signing, in addition to the one time set up/sign fee of \$600.00. Billing will commence upon installation of sponsor panel. Half of the deposit will be applied to the first month and billing will commence the following month. Sponsor may terminate agreement for any reason with 90 days written notice, if such notice is not provided within the first twelve (12) months after sponsor panel installation, this agreement continues as stated. If agreement is terminated following 90 days notice in the first year, that portion of the deposit to be applied to the last month of the agreement shall be applied to the last month of the shortened term. Sponsor shall owe nothing thereafter. Ninety day non-renewal notification by sponsor must be sent via email to accounting@adoptahighway.net.

#2b. Following the 2 Years sponsorship, this agreement will automatically renew for successive 2 Years periods, unless written notice is given by either party to terminate the agreement at least (90) days prior to the renewal date. Ninety day non-renewal notification by sponsor must be sent via e-mail to accounting@adoptahighway.net. The sponsor will be notified upon renewal if the sponsorship fee will increase more than 5% during any of the successive sponsorship periods.

#2c. In addition to the above charges, the sponsor agrees that a separate set up/sign fee of \$600.00 (as previously mentioned in paragraph #2a) will be due upon execution of this agreement. This fee includes one standard color sign with company name/logo. Additional charges may apply in the event of damage to either recognition or background panel, city or state specification changes or company name/logo changes.

#2d. If this Agreement is breached by Sponsor for failure to pay any installment when due, AAH-LRSA may at their discretion and without notice to Sponsor, terminate this agreement, stop AAH-LRSA performance under this agreement, and cause the Sponsor's Recognition panel to be removed from the highway. In the event of a breach, Sponsor shall pay the sum due prior to the date that AAH-LRSA suspends performance, and in addition, as liquidated damages for future damages to AAH-LRSA, a sum equal to one-third (1/3) of the remaining balance due under the term of the agreement.

#2e. A late fee of (4%) of each installment not paid within 30 days, shall be paid with the next regular installment.



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#2f. As the Department of Transportation holds AAH-LRSA responsible for cleaning each adopted area throughout the term of the permit, whether or not the sponsor's recognition signage is in place, there will be no interruption in billing or service in the event that a sponsor's recognition panel is removed from the highway as a result of unforeseen events. If the sign is removed for more than sixty (60) days, the sponsor has the right to suspend the term of the contract with AAH-LRSA until the signage has been reinstalled at which time the contract period will resume.

#2g. In the event that the DOT requires maintenance to begin, the 2 Years term will begin the month cleaning is required by the DOT.

#2h. Permits are issued by the Department of Transportation. Cancellation or interference with the status of the permit by the sponsor will not excuse the sponsor's obligation to fulfill the contract with AAH-LRSA.

#3 Governing Laws and Attorney Fees

#3a. This agreement shall be governed by the laws of the State in which the section of highway is located. If either party is found to be in default of this agreement, and judgment is issued against said party for its default, then said party in default agrees to pay reasonable attorney's fees and costs incurred by the non-defaulting party in enforcing this agreement.

#3b. In the event the DOT changes the required maintenance or the scope of work on the permit, AAH-LRSA reserves the right to terminate its obligation to provide the services required under this agreement, provided any funds collected from the sponsor in excess of those earned by AAH-LRSA shall be immediately refunded.

#4 Entire Agreement: Modifications

#4a. This is the entire contract between the parties; any modifications must be in writing.



ADOPT-A-HIGHWAY
LITTER REMOVAL SERVICE OF AMERICA, INC.

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If the above is the agreement of the parties please sign below. The person signing this contract in their representative capacity represents that they have the authority of their company to do so.

Alejandro Macia
Adopt-A-Highway Litter Removal Service of America, Inc.

Date

Donald Roberts
Mayor
City of Edgerton, KS #01
City of Edgerton, KS
E-mail Address: mayor@edgertonks.org,

Date

For billing purposes please provide us with the following information:

All invoices will be sent via E-mail
Accounts Payable Contact Information:

Sponsor Full Company Legal Name: City of Edgerton, KS

Contact: _____

E-mail address for electronic billing: _____

Phone # _____ Fax # _____ P.O. # _____



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ADOPT A HIGHWAY SPONSOR AGREEMENT

The "Sponsor" listed below agrees to pay the cost of litter removal on the section of highway identified herein, as allowed under a permit to be obtained pursuant to the Adopt A Highway program, offered and supervised by the Department of Transportation (DOT).

Sponsor: City of Edgerton, KS #02
Legal Company Name: City of Edgerton, KS
Name on Sign: City of Edgerton, KS
Address: 404 E Nelson St.
Edgerton, KS 66021
Telephone: (913) 893-6231 **Fax:** (913) 893-6232
Contact: Donald Roberts
Location: 56
Sunflower Rd 8th St (Edgerton Rd) to
38.76765, -95.01954 to 38.76931, -95.00085
Segment: SB
Level of Service: 6X

#1. ADOPT-A-HIGHWAY Litter Removal Service of America, Inc. ("AAH- LRSA") Duties:

#1a. AAH-LRSA will act as the Sponsors agent to obtain all permits and approvals required by the DOT.

#1b. AAH-LRSA shall arrange for Sponsor's Recognition Panel to be placed on the sign along the side of the highway at a location determined by the DOT. The graphics for the panel displaying the sponsor's name shall be approved by the sponsor prior to installation. Sponsor shall provide AAH-LRSA with artwork for the recognition panel within 14 days of execution of this agreement. AAHLRSA, Inc. shall not be responsible for the sign itself including but not limited to placement and maintenance as this is the responsibility of the Department of Transportation.

#1c. For a period of 2 Years after the installation of the Sponsor's recognition signage, AAH-LRSA will provide trash and litter removal services in accordance with all DOT rules and regulations, subject to weather or circumstances beyond the control of AAH-LRSA

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#2. Sponsors Duty Under Agreement: Payment Terms

#2a. Payment Terms: Sponsor agrees to pay AAH-LRSA, 22 payments of \$250.00 over a period of: 2 Years to be paid Monthly upon receipt. An initial deposit of \$500.00, to be applied to the first and the last month, shall be paid by the Sponsor at time of contract signing, in addition to the one time set up/sign fee of \$600.00. Billing will commence upon installation of sponsor panel. Half of the deposit will be applied to the first month and billing will commence the following month. Sponsor may terminate agreement for any reason with 90 days written notice, if such notice is not provided within the first twelve (12) months after sponsor panel installation, this agreement continues as stated. If agreement is terminated following 90 days notice in the first year, that portion of the deposit to be applied to the last month of the agreement shall be applied to the last month of the shortened term. Sponsor shall owe nothing thereafter. Ninety day non-renewal notification by sponsor must be sent via email to accounting@adoptahighway.net.

#2b. Following the 2 Years sponsorship, this agreement will automatically renew for successive 2 Years periods, unless written notice is given by either party to terminate the agreement at least (90) days prior to the renewal date. Ninety day non-renewal notification by sponsor must be sent via e-mail to accounting@adoptahighway.net. The sponsor will be notified upon renewal if the sponsorship fee will increase more than 5% during any of the successive sponsorship periods.

#2c. In addition to the above charges, the sponsor agrees that a separate set up/sign fee of \$600.00 (as previously mentioned in paragraph #2a) will be due upon execution of this agreement. This fee includes one standard color sign with company name/logo. Additional charges may apply in the event of damage to either recognition or background panel, city or state specification changes or company name/logo changes.

#2d. If this Agreement is breached by Sponsor for failure to pay any installment when due, AAH-LRSA may at their discretion and without notice to Sponsor, terminate this agreement, stop AAH-LRSA performance under this agreement, and cause the Sponsor's Recognition panel to be removed from the highway. In the event of a breach, Sponsor shall pay the sum due prior to the date that AAH-LRSA suspends performance, and in addition, as liquidated damages for future damages to AAH-LRSA, a sum equal to one-third (1/3) of the remaining balance due under the term of the agreement.

#2e. A late fee of (4%) of each installment not paid within 30 days, shall be paid with the next regular installment.



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#2f. As the Department of Transportation holds AAH-LRSA responsible for cleaning each adopted area throughout the term of the permit, whether or not the sponsor's recognition signage is in place, there will be no interruption in billing or service in the event that a sponsor's recognition panel is removed from the highway as a result of unforeseen events. If the sign is removed for more than sixty (60) days, the sponsor has the right to suspend the term of the contract with AAH-LRSA until the signage has been reinstalled at which time the contract period will resume.

#2g. In the event that the DOT requires maintenance to begin, the 2 Years term will begin the month cleaning is required by the DOT.

#2h. Permits are issued by the Department of Transportation. Cancellation or interference with the status of the permit by the sponsor will not excuse the sponsor's obligation to fulfill the contract with AAH-LRSA.

#3 Governing Laws and Attorney Fees

#3a. This agreement shall be governed by the laws of the State in which the section of highway is located. If either party is found to be in default of this agreement, and judgment is issued against said party for its default, then said party in default agrees to pay reasonable attorney's fees and costs incurred by the non-defaulting party in enforcing this agreement.

#3b. In the event the DOT changes the required maintenance or the scope of work on the permit, AAH-LRSA reserves the right to terminate its obligation to provide the services required under this agreement, provided any funds collected from the sponsor in excess of those earned by AAH-LRSA shall be immediately refunded.

#4 Entire Agreement: Modifications

#4a. This is the entire contract between the parties; any modifications must be in writing.



ADOPT-A-HIGHWAY
LITTER REMOVAL SERVICE OF AMERICA, INC.

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If the above is the agreement of the parties please sign below. The person signing this contract in their representative capacity represents that they have the authority of their company to do so.

Alejandro Macia
Adopt-A-Highway Litter Removal Service of America, Inc.

Date

Donald Roberts
Mayor
City of Edgerton, KS #02
City of Edgerton, KS
E-mail Address: mayor@edgertonks.org,

Date

For billing purposes please provide us with the following information:

All invoices will be sent via E-mail
Accounts Payable Contact Information:

Sponsor Full Company Legal Name: City of Edgerton, KS

Contact: _____

E-mail address for electronic billing: _____

Phone # _____ Fax # _____ P.O. # _____