

**EDGERTON CITY COUNCIL
MEETING AGENDA
CITY HALL, 404 EAST NELSON STREET
September 12, 2024
7:00 P.M.**

Call to Order

1. **Roll Call**

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

2. **Welcome**

3. **Pledge of Allegiance**

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

4. Approve Minutes from August 22, 2024 Regular City Council Meeting
5. Approve Application PUD2024-0101, Revised Final PUD Plan/Plat for Dwyer Farms, Phase 2, located southwest of the intersection of Braun Street/207th Street and W. 8th Street/Edgerton Road, Edgerton, Kansas
6. Approve Resolution No. 09-12-24A Approving the Mayoral Appointment for Certain Public Officials for the City of Edgerton, Kansas
7. Approve Concurrence to Bid 2024 CDBG Sanitary Sewer Rehabilitation Project

Motion: _____ Second: _____ Vote: _____

Regular Agenda

8. **Declaration.** At this time Council members may declare any conflict or communication they have had that might influence their ability to impartially consider today's issues.
9. **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

- 10. CONSIDER RESOLUTION NO. 09-12-24B AUTHORIZING THE CITY OF EDGERTON, KANSAS TO CONSENT TO A PARTIAL ASSIGNMENT OF A TIF AND A CID DEVELOPMENT AGREEMENT AND AUTHORIZING THE AMENDMENT OF BOND DOCUMENTS FOR THE EDGERTON CROSSING WOODSTONE PROJECT**

Motion: _____ Second: _____ Vote: _____

- 11. CONSIDER ORDINANCE NO. 2167 ADOPTING THE PLANNING COMMISSION'S RECOMMENDATION TO APPROVE THE RENEWAL OF A CONDITIONAL USE PERMIT (CU2024-0100) ALLOWING BILLBOARD FOR AD TREND, LLC ON THE PROPERTY LOCATED AT 36450 FRONTAGE ROAD, EDGERTON, KANSAS**

Motion: _____ Second: _____ Vote: _____

- 12. CONSIDER ORDINANCE NO. 2168 ADOPTING THE PLANNING COMMISSION'S RECOMMENDATION TO APPROVE THE RENEWAL OF A CONDITIONAL USE PERMIT (CU2024-0101) ALLOWING BILLBOARD FOR AD TREND, LLC ON THE PROPERTY LOCATED AT 36450 FRONTAGE ROAD, EDGERTON, KANSAS**

Motion: _____ Second: _____ Vote: _____

- 13. PUBLIC HEARING TO DISCUSS A POSSIBLE DANGEROUS AND UNSAFE BUILDING EXISTING AT 301 E 5TH STREET IN THE CITY OF EDGERTON, JOHNSON COUNTY, KANSAS PURSUANT TO RESOLUTION 07-11-24A AND CITY OF EDGERTON MUNICIPAL CODE CHAPTER IV, ARTICLE 11, SECTION 4-1107**

- 14. CONSIDER ORDINANCE NO. 2169 AMENDING ARTICLE 3 – AGRICULTURAL AND RESIDENCE DISTRICTS - OF THE UNIFIED DEVELOPMENT CODE (UDC) OF THE CITY OF EDGERTON, KANSAS AND REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT THEREWITH**

Motion: _____ Second: _____ Vote: _____

- 15. CONSIDER CHANGE ORDER TO CONTRACT WITH INCITE DESIGN STUDIO FOR CONSTRUCTION PHASE SERVICES AS PART OF THE GREENSPACE PROJECT FOR \$53,580**

Motion: _____ Second: _____ Vote: _____

16. CONSIDER CHANGE ORDER #16 TO CONTRACT WITH COMBES CONSTRUCTION FOR ADDITIONAL PAVEMENT RELATED TO CONSTRUCTION OF THE GREENSPACE PROJECT

Motion: _____ Second: _____ Vote: _____

17. Report by the City Administrator

- Discussion Regarding Updated Park Regulations

18. Report by the Mayor

19. Future Meeting Reminders:

- September 26: City Council Meeting – 7:00 PM
- October 8: Planning Commission – 7:00 PM
- October 10: City Council Meeting – 7:00 PM
- October 10: CIP Budget Work Session – Following Council Meeting
- October 24: City Council Meeting – 7:00PM

20. Adjourn Motion: _____ Second: _____ Vote: _____

EVENTS

9/18: Senior Lunch & BINGO
9/21: Cops N Bobbers
9/21: Spooky Movie Night: Hocus Pocus
9/28: Pumpkin Yoga
9/28: Park Poker
10/4 – 10/5: Meat Inferno
10/8: Tales for Tots
10/22: Royal Iced Candy Corn Cookie
10/28: Spooktacular Jack-O-Lantern Showcase

**City of Edgerton, Kansas
Minutes of City Council Regular Session
August 22, 2024**

A Regular Session of the City Council was held in the Edgerton City Hall, 404 E. Nelson, Edgerton, Kansas August 22, 2024. The meeting convened at 7:00PM with Mayor Roberts presiding.

1. ROLL CALL

Clay Longanecker	present
Josh Lewis	absent
Deb Lebakken	present
Bill Malloy	present
Ron Conus	present

With a quorum present, the meeting commenced.

Staff in attendance:

- City Administrator, Beth Linn
- City Clerk, Alex Clower
- City Attorney, Todd Luckman
- Assistant to the City Administrator, Kara Banks
- Public Works Director, Dan Merkh
- Public Works Superintendent, Trey Whitaker
- Parks and Recreation Director, Levi Meyer
- Development Services Director, Zach Moore
- Director of Finance, Karen Kindle
- Recreation Superintendent, Brittany Paddock

2. WELCOME. Mayor Roberts welcomed all in attendance.

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

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

4. Approve Minutes from August 8, 2024 Regular City Council Meeting

Councilmember Longanecker moved to approve the Consent Agenda, seconded by Councilmember Lebakken. The Consent Agenda was approved, 4-0.

Regular Agenda

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

6. **Public Comments.** There were no public comments made.

7. **Proclamation.** Honoring Raymond "Ray" Braun on his posthumous induction into the Gardner Edgerton Unified School District 231 Alumni Hall of Fame and setting August 22, 2024 as Ray Braun day.

Mr. Charlie Troutner proudly accepted the proclamation on behalf of the Braun family. He stated the family was watching on Facebook live. He stated this will be included as part of the museum tribute to Mr. Braun.

8. **Introduction** of New Hire Trenton Fowler, Public Works Maintenance Technician I. Mayor Roberts stated he will push this item to a future meeting.

Business Requiring Action

9. **CONSIDER AN AGREEMENT WITH BG CONSULTANTS, INC. FOR TECHNICAL SPECIFICATIONS AND STANDARD DETAILS UPDATE**

Mr. Merkh addressed the Council. He stated in October 2023, staff presented the 2024-2028 Unfunded CIP Projects, which included the Technical Specifications as a project recommended for funding. He stated the adopted CIP Budget included this project as funded for 2024 and 2025. He stated as presented, this project will prepare technical specifications, design criteria, and standard details for the various infrastructure types, primarily street and sanitary sewer. He stated as development continues, having set standards will allow developers to know the clear expectations for city-owned infrastructure. He stated currently, the city has its own water technical specifications and quotes outside sources for standards, such as the APWA. He stated having city specific standards will incorporate lessons learned from past development as well as provide a more accessible set of information to developers. He stated this would consist of streets, stormwater, sanitary sewer, water, streetlighting, and any other areas that come up during the project.

He stated staff recommends utilizing our on-call agreement with BG Consultants for Technical Specification and Standard Details Update. He stated selection of BG Consultants will expedite the start date for the project. He stated in addition, the City Engineer, has been involved in many other aspects of the design and development of projects within Edgerton and are familiar with our existing standards and specifications.

He stated staff and BG Consultants will utilize the same agreement for services as previously agreed upon for other City projects as the City Engineer. He stated the agreement work order will be billed based on actual hours worked on the projects for a not to exceed amount of \$45,000. He stated the technical specifications to be included in this scope of work are in the attached work order.

Mayor Roberts asked when they can expect the work to be completed.

Mr. Merkh stated it would likely be the later part of next year.

Councilmember Longanecker asked if the Olathe specs are what the City currently uses right now.

Mr. Merkh stated that is the starting point.

Ms. Linn stated the City has used standards from surrounding municipalities in the past, but nothing has been adopted.

With no further questions or comments, Mayor Roberts requested motion to approve the agreement with BG Consultants for Technical Specifications and Standard Details Update for an amount not to exceed \$45,000.

Councilmember Longanecker moved to approve the motion, seconded by Councilmember Malloy. The agreement was approved, 4-0.

10. PUBLIC HEARING FOR RESOLUTION NO. 08-22-24A OF THE CITY OF EDGERTON, KANSAS TO LEVY A PROPERTY TAX RATE EXCEEDING THE REVENUE NEUTRAL RATE

Ms. Kindle addressed the Council. She stated we are in the last few steps of the 2025 Budget process. She stated the first part is the public hearing to consider exceeding the revenue neutral rate (RNR).

Ms. Linn played a video that explains how property taxes are calculated and disbursed among taxing jurisdictions. The video is available on the City's website at [this link](#).

Ms. Kindle stated SB13 became effective in March 2021. SB13 created the RNR. Based on the previous years property tax revenue and the current years assessed values, the estimated mill rate set is 25.990, a decrease from 2024. She stated the 2025 budget was prepared using the previous mill rate.

She stated at the Council Meeting on June 10, 2021, the City's Financial Advisor and City staff presented information about SB 13 and asked for direction from the Council regarding suggested adjustments to the RNR. She stated the resulting policy direction document is attached.

The property tax revenue amount included in the 2025 General Fund Budget was calculated based on these adjustments.

Mayor Roberts opened the public hearing at 7:16PM

With no question or comments, Mayor Roberts then closed the public hearing at 7:16PM.

11. CONSIDER RESOLUTION NO. 08-22-24A OF THE CITY OF EDGERTON, KANSAS TO LEVY A PROPERTY TAX RATE EXCEEDING THE REVENUE NEUTRAL RATE

Ms. Kindle stated the City is required to hold a RNR Public Hearing and pass a resolution setting the mill rate to be used for the 2025 Budget. She stated the attached draft Resolution No. 08-22-24A establishes the City's estimated mill rate at 29.550 mills.

With no questions or comments, Mayor Roberts requested motion to approve Resolution No. 08-22-24A, exceeding the revenue neutral rate.

Councilmember Longanecker moved to approve the motion, seconded by Councilmember Malloy. Resolution No. 08-22-24A was approved, 4-0.

12. PUBLIC HEARING FOR THE PROPOSED 2025 BUDGET

Ms. Linn played the Budget 101 video as found on the City's website at [this link](#). The budget sets the maximum amount of money that the City can spend each year. The budget details how the City uses its resources to meet community priorities and organizational objectives.

Ms. Kindle stated in July, the City held a work session to review all funds. She stated the current budget for approval has been updated to reflect the changes made as requested by Council. She stated these changes included reducing the allocation to Frontier Days and reducing the allocation to Project Grad.

She stated we also received the TIF information back from the County Clerk and that has now been added to the packet. She stated the last piece was a little more detail on the properties coming off of abatement. The information shows what they currently pay for PILOT, their assessed value today and then what we can expect with the estimated mill rate.

She stated for vehicles and equipment, part of that presentation at the budget work session included three items on the unfunded equipment list that staff recommended Council consider funding in 2029. The three items are the Brine Manufacturing System and two Outdoor Brine Storage Tanks. She stated council gave consensus to fund all three items. Staff has incorporated those items into Exhibit B.

Mayor Roberts opened the public hearing at 7:24PM.

Mayor Roberts then asked if there were any questions or comments regarding the Public Hearing for the 2025 Proposed Budget

With no questions or comments, Mayor Roberts then closed the public hearing at 7:25PM.

13. CONSIDER THE 2025 RECOMMENDED BUDGET

Ms. Kindle stated if the budget is approved, Council will sign the certificate page and submit to the county by the deadline provided.

Mayor Roberts asked if there were any questions or comments.

With no questions or comments, Mayor Roberts requested motion to approve the 2025 Recommended Budget as presented by staff.

Councilmember Longanecker moved to approve the motion, seconded by Councilmember Lebakken. The 2025 Budget was approved, 3-1 with Councilmember Conus voting against.

14. PUBLIC HEARING FOR RESOLUTION NO. 08-22-24B TEMPORARILY WAIVING CITY PROHIBITION AS TO THE SALE AND CONSUMPTION OF ALCOHOLIC LIQUOR ON CERTAIN PUBLIC PROPERTY FOR MEAT INFERNO EVENT

Ms. Paddock addressed the council. She stated the annual barbecue contest Meat Inferno event is coming to Edgerton October 4th – 5th. She stated the Resolution for approval would allow for alcohol sales and consumption at the event on Friday night. She stated the Public Hearing and approval of the Resolution allows the City to temporarily waive the prohibition of this sale and consumption on public property.

Mayor Roberts opened the public hearing at 7:27PM.

With no questions or comments, Mayor Roberts then closed the Public Hearing at 7:27PM.

15. CONSIDER RESOLUTION NO. 08-22-24B TEMPORARILY WAIVING CITY PROHIBITION AS TO THE SALE AND CONSUMPTION OF ALCOHOLIC LIQUOR ON CERTAIN PUBLIC PROPERTY FOR MEAT INFERNO EVENT

With no questions or comments, Mayor Roberts requested motion to approve Resolution No. 08-22-24B, allowing for the temporary waiving of the prohibition of sale and consumption of alcohol on certain public property for the Meat Inferno event on October 4th.

Councilmember Lebakken moved to approve the motion, seconded by Councilmember Longanecker. Resolution No. 08-22-24B was approved, 4-0.

16. CONSIDER RESOLUTION NO. 08-22-24C AUTHORIZING SPECIAL EVENT PERMIT FOR SALE AND CONSUMPTION OF ALCOHOLIC LIQUOR ON CERTAIN PUBLIC PROPERTY WITHIN THE CITY OF EDGERTON, KANSAS

Ms. Paddock stated this resolution for approval will authorize the sale and consumption of alcohol on certain public property on October 4th for the Meat Inferno event.

With no questions or comments, Mayor Roberts requested motion to approve Resolution No. 08-22-24C, authorizing the special event permit for sale and consumption of alcohol on certain public property on October 4th for the Meat Inferno event.

Councilmember Lebakken moved to approve the motion, seconded by Councilmember Longanecker. Resolution No. 08-22-24C was approved, 4-0.

17. CONSIDER RESOLUTION NO. 08-22-24D AUTHORIZING THE CLOSURE OF CERTAIN PUBLIC STREETS FOR MEAT INFERNO.

Ms. Paddock stated the closure of streets remains roughly the same as in years past. It is adjusted slightly to accommodate the construction crew since the City is closing Nelson St.

Mayor Roberts asked if there are going to be detours.

Ms. Paddock stated there will be a truck route detour. She stated they will put up signs to direct them over the bridge.

With no further questions or comments, Mayor Roberts requested motion to approve Resolution No. 08-22-24D, authorizing the closure of certain public streets for Meat Inferno.

Councilmember Longanecker moved to approve the motion, seconded by Councilmember Malloy. Resolution No. 08-22-24D was approved, 4-0.

18. CONSIDER RESOLUTION NO. 08-22-24E FOR TEMPORARY NO PARKING RELATED TO MEAT INFERNO

Ms. Paddock reviewed the no parking/street closure map for the event. She stated staff is requesting that parking be prohibited along certain streets during the event to help with traffic around the event and protect pedestrian safety. She stated staff is requesting no parking on certain streets as listed from October 3rd at 12:00PM to October 7th at 12:00PM.

With no questions or comments, Mayor Roberts requested motion to approve Resolution No. 08-22-24E, allowing for temporary no parking on certain public streets for the Meat Inferno event.

Councilmember Malloy moved to approve the motion, seconded by Councilmember Longanecker. Resolution No. 08-22-24E was approved, 4-0.

19. CONSIDER RESOLUTION NO. 08-22-24F APPROVAL OF INDEMNITY AGREEMENT BETWEEN THE CITY AND THE EDGERTON UNITED METHODIST CHURCH FOR USE OF THE CHURCH PARKING LOTS DURING THE MEAT INFERNO EVENT

Ms. Paddock stated in previous years, the City has entered into an agreement with the Edgerton United Methodist Church to use their parking lots for the Meat Inferno event. She stated the the church is requesting that larger trailers not be parked on their paved parking lot. She stated the agreement states they are allowed to have a booth at the event if they choose, and they are covered on the City's insurance for the duration of the event. She stated the agreement has already been signed by the church.

With no questions or comments, Mayor Roberts requested motion to approve Resolution No. 08-22-24F, approving the indemnity agreement with the Edgerton United Methodist Church.

Councilmember Longanecker moved to approve the motion, seconded by Councilmember Lebakken. Resolution No. 08-22-24F was approved, 4-0.

20. Report by the City Administrator

- Recreation Update

Ms. Paddock gave an update on the summer programs offered by the city. She stated there was as steady increase in attendance compared to previous years as well as a few more classes offered. She stated the step into spring walking challenge was more popular than what she thought it would have been.

Mayor Roberts and Council thanked Brittany for all her hard work to provide these events for the community.

- 312 E 5th Street Update

Mr. Moore addressed the Council. He stated at the May, Council declared this property dangerous or unsafe. The Resolution approved at that meeting required the property owner to take action to resolve the structure by demolition or repair. He stated in June, an update was given on the progress that had occurred, in which they needed more time. Council then gave that extension until July 11th and again gave another extension at that council date. He stated they are looking for quotes to either demolish or repair. He stated a note was made about the basement egress doors at that council meeting, those have now been secure and locked. He stated they are now waiting on bids and since publication of the packet, he has learned the structural engineer report will not be complete until mid-September and their hope is to have a determination by then. He stated tonight the property owner is requesting additional time. He stated a representative for the property owner is in attendance tonight.

Councilmember Longanecker asked if they have decided yet to rehab or tear it down. He said he thought that is what the Council is waiting on.

Ms. Ashlee Yager, representative for the owners of the property stated there are a lot of players in this - from the owner to government to stake holders with interest in the property. She stated the owner wants to complete an equity analysis to know if it makes sense to repair and sell a habitable structure or is it too far gone that they should demolish. She stated the structural engineer has come out and they are working on getting a written report, which is due September 3rd. She stated this report will identify specific issues to

address. At that time, bids for repair can go out. She stated once those costs are then analyzed, an equity analysis and informed decision can be made. She stated the goal is the middle of September. She stated there are a few action items that are out of her clients hands, but they are pushing to get information as soon as possible. She stated they would request kindness and grant an extension until the end of September. They're hoping for the full project plan by October 10th.

Councilmember Longanecker asked if this plan could be guaranteed by that date.

She stated the hope is that they would know something by September 26th but vendors and contractors should for sure be in place by October 10th.

Mayor Roberts stated they really just want to know what the driving direction is for this structure. He encouraged the owners not to wait until contractors are in place before telling the City what the plan is for the property.

She stated she will provide updates as soon as they come through and advise the City as soon as info is finalized. She stated it depends though what council is asking for. She asked do they want to know demo or repair plan, or if they want project plan. If it's project plan, that requires more time.

Mayor Roberts stated he wants to know what direction the client chooses. He added Council is not dictating what direction the owner should choose, but Council needs to know something.

Councilmember Conus stated he does not see why this needs to be prolonged after September 3rd.

She stated they will not have all of the relevant information on September 3rd, only the structural engineer report is due then. She stated after that, they will then request bids. She stated they cannot make a decision until they have information on financial obligations. She stated they have to have finance models to view, and once they are prepared, they can then have an answer. She stated they would request to have until September 26th for that to take place.

Mayor Roberts stated they want an update on September 26th.

She stated she understands the bids are not of the concern of the council, but they have to be received for owner to understand if the building is worth repairing.

Mayor Roberts stated this is the same thing they heard the first two months and no decisions have been made. He stated he would like to know, in good faith, what the decision will be. He stated the first two months in talking about this resolution they were working on bids, and now, they are still working on bids. He stated the City could have moved forward on this resolution three months go, but did not because we wanted to work with the property owner. He stated they are very interested to know the answer here.

Councilmember Malloy asked what date the structural engineer visited the property. He stated the report stated July 11th they were planned, but it seems like they are dragging their feet and keep giving the same excuses.

She stated the first structural engineer fell through and the owners had to secure a second. She stated they might be on their third at this point.

Mayor Roberts stated he is willing to go to September 26th but want a direction point by then. He requested motion to extend to September 26th to have finalized plan in place.

Councilmember Conus moved to approve, seconded by Councilmember Longanecker. Councilmembers were unanimously in favor of that approach. The motion was approved, 4-0.

WALK ON: Gardner Edgerton Student Council Request

Representatives from the Gardner Edgerton Student Council came with a request. They stated this year they have set an ambitious goal to raise \$9,000 to be able to give out homecoming shirts to every student to unify the student body. She stated they want to provide the shirts for free so those students that may not have the resources are able to participate. She stated they are requesting a \$100 donation from different organizations.

Mayor Roberts stated typically to have funding requests heard and approved, this would have had to be presented in May to get next year's funding. He stated they missed that deadline for the city to give. He stated however he himself would like to challenge council to give \$20 and if each member gives, they will have met their \$100 goal. He thanked the students for serving on student council and being willing to step up and ask. Council members opened their wallets and each gave \$20 to the students.

- Discussion Regarding Residential Solid Waste Contract

Ms. Linn stated at the end of 2024 the contract with Gardner Disposal will conclude. The contract language does include an option to extend the contract by two years. She asked Council how they would like to move forward.

Mayor Roberts stated the overall public response is that Gardner Disposal is miles ahead of the previous providers.

Councilmember Longanecker stated he would have to agree and he would like to negotiate an extension of the current contract if possible.

The consensus of the Governing Body was to move forward in negotiation of the current contract with Gardner Disposal.

21. Report by the Mayor

Mayor Roberts stated he had no report to give.

22. Future Meeting Reminders

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

23. Adjourn

Councilmember Lebakken moved to adjourn, seconded by Councilmember Longanecker. The meeting was adjourned at 8:10PM with a 4-0 vote.

Submitted by Alex Clower, City Clerk

City Council Action Item

Council Meeting Date: September 12, 2024

Department: Community Development

Agenda Item: Consider Application PUD2024-0101, Revised Final PUD Plan/Plat for Dwyer Farms, Phase 2, located southwest of the intersection of Braun Street/207th Street and W. 8th Street/Edgerton Road, Edgerton, Kansas.

Background/Description of Item:

The Final PUD Plan/Plat was approved by the Planning Commission on July 9, 2024 and was approved by the City Council on July 25, 2024, and has not yet been recorded. On August 13, 2024, City staff received a request from the engineer for Phase II of the Dwyer Farms subdivision to renumber the lots of the Phase II final plat. The previously approved final plat for Phase II did not begin numbering the lots of Phase II sequentially with the lot numbers from Phase I, resulting in Lot 1 of Phase II being next to Lot 1 of Phase I, which could lead to future confusion in the legal descriptions of adjacent lots.

As renumbering the lots on the plat would change the legal descriptions of each future lot, the plat must be rereviewed and reapproved by the Planning Commission and City Council with the changes reflected on the face of the plat. The renumbering of the lots is the only change to the plat that is occurring to the face of the plat.

Enclosed are the PUD2024-0101 Dwyer Farms Phase II portion of the September 10, 2024 Planning Commission packet, and the PUD2024-0101 Dwyer Farms Phase II portion of the July 25, 2024 City Council packet, where the Final PUD Plan/Plat was previously approved. Should the revised Final Plat be pulled from the Consent Agenda at the September 10, 2024 Planning Commission meeting, an update will be provided to the City Council at the September 12, 2024 meeting.

Related Ordinance(s) or Statue(s): K.S.A. 12-741, K.S.A 12-749, K.S.A. 12-752.

Funding Source: N/A

Budget Allocated: N/A

Finance Director Approval: N/A

Recommendation: Approve Application PUD2024-0101, Revised Final PUD Plan/Plat for Dwyer Farms, Phase 2, located southwest of the intersection of Braun/207th Street and 8th Street/Edgerton Road, Edgerton, Kansas.

Enclosed:

- September 10, 2024 Planning Commission Packet – PUD2024-0101 Dwyer Farms Phase II portion only
- July 25, 2024 City Council Packet – PUD2024-0101 Dwyer Farms Phase II portion only

Prepared by: Zachary Moore, Development Services Director



MEMORANDUM

Date: September 10, 2024
To: City of Edgerton Planning Commission
From: Chris Clinton, Planning and Zoning Coordinator
Re: Revision to the PUD2024-0101 Final Plat

The final plat for 'Dwyer Farms Phase II' was approved by Planning Commission on July 9, 2024 and was approved by the City Council on August 8, 2024, and has not yet been recorded. On August 13, 2024, City staff received a request from the engineer for Phase II of the Dwyer Farms subdivision to renumber the lots of the Phase II plat. The Engineer stated that the numbering of the lots from Phase I was not continued onto the second plat resulting in Lot 1 of the first plat adjacent to Lot 1 of the second plat, which could lead to future confusion in the legal descriptions of adjacent lots being very similar to each other. After consulting with the City Attorney, the renumbering of the plat would change the legal description of each lot and therefore must be rereviewed by the Planning Commission and reapproved by the Governing Body. The renumbering of the lots is the only change being made to the plat. Enclosed is the original packet for Planning Unit Development PUD2024-0101, which includes the Final Plat, and the revised Final Plat.

Staff recommends approval of the revised plat, as stipulated in the enclosed Planning Commission packet.

Attachments:

- Revised 'Dwyer Farms Phase II' Final Plat
- July 9, 2024 PUD2024-0101 Planning Commission Packet



RESERVED FOR
ROD FILING STAMP

OWNER'S CERTIFICATE

STATE OF ARKANSAS)
COUNTY OF WASHINGTON) SS

The undersigned proprietors to the above described tract of land have caused the same to be subdivided in the manner as shown on the accompanying plat, which subdivision and plat shall hereinafter be known as "Dwyer Farms Phase II".

The undersigned proprietors of said property shown on this plat do hereby dedicate for public use and public ways and thoroughfares, all parcels and parts of land indicated on said plat as streets, terraces, places, roads, avenues, lanes, and alleys. All parcels and parts of land indicated on said plat as "Egress-Egress Easement" or "I.E.E." shall be for pedestrian access only.

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

An easement to lay, construct, alter, repair, replace or operate one or more sewer lines and all appurtenances convenient for the collection of sanitary sewage, together with the right of ingress and egress, over and through those areas designated as "sanitary sewer easement" or "S/E" on this plat are hereby dedicated to the City of Edgerton, Kansas. Sanitary Sewer Easements shall be kept clear of obstructions that impair the strength or interfere with the use and/or maintenance of sanitary sewer facilities located within the easement.

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

The undersigned proprietors of the above described land hereby consent and agree that the Board of County Commissioners of Johnson County, Kansas, shall have the power to release such land proposed to be dedicated for public ways and thoroughfares, or parts thereof, for public use from the lien and effect of any special assessments, and that the amount of the unpaid special assessments on such land dedicated shall become and remain a lien on the remainder of this land fronting and abutting on such dedicated public ways or thoroughfares.

The undersigned proprietors of said property shown on this plat do hereby dedicate for public use and public ways and thoroughfares, all parcels and parts of land indicated on said plat as streets, terraces, places, roads, avenues, lanes, avenues, and alleys not heretofore dedicated. Where present easement rights have been granted to any person, utility, or corporation on said parts of the land so dedicated, and any pipes and wires, conduits, ducts, or cables heretofore installed proposed improvements as now set forth, the undersigned proprietors hereby absolve and agree to indemnify the City of Edgerton from any expense incident to the relocation of any such existing utility installations within said project easement.

Given under my hand at _____, Kansas this _____ day of _____, 2024.

ARG Land Holdings, LLC

Josh Carson, Managing Member

NOTARY CERTIFICATE

STATE OF ARKANSAS)
COUNTY OF WASHINGTON) SS

BE IT REMEMBERED, that on this _____ day of _____, 2024, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came _____, Josh Carson, Managing Member of ARG Land Holdings, LLC

who is personally known to me to be the same person who executed the within instrument of writing, and such person duly acknowledged the execution of the same for himself and the use and purpose herein set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Notarial Seal on the day and year last above written.

Notary Public: _____ My Commission Expires: _____

CERTIFICATE OF THE GOVERNING BODY

STATE OF KANSAS)
COUNTY OF JOHNSON) SS

APPROVED BY, the Governing Body of the City of Edgerton, Johnson County, Kansas, this _____ day of _____, 2024.

Donald Roberts, Mayor ATTEST: Alexandra Clower, City Clerk

DESCRIPTION:

A tract of land in the North Half of the Northeast Quarter of Section 13, Township 15 South, Range 21 East of the South Principal Meridian, Johnson County, Kansas described as follows:

Beginning at the Northwest Corner of the Northeast Quarter of said Section 13, thence N 88°17'51" E 1091.83 feet along the North Line of the North Half of the Northeast Quarter of said Section 13 thence S 01°38'01" E 190.00 feet; thence S 88°17'51" W 10.55 feet; thence S 02°05'58" E 158.00 feet; thence N 88°17'51" E 107.17 feet; thence S 19°12'24" E 292.89 feet; thence On a curve to the left with a radius of 210.00 feet, an arc distance of 64.93 feet, chord being S 10°18'56" W 64.67 feet; thence S 01°27'28" E 8.70 feet; thence S 88°17'51" W 6.87 feet; thence S 01°42'13" E 164.28 feet; thence N 88°17'51" E 140.84 feet; thence S 01°48'53" E 119.84 feet; thence N 88°17'51" E 150.07 feet; thence S 01°47'50" E 179.00 feet; thence S 88°12'29" W 210.00 feet; thence S 88°14'25" W 147.02 feet; thence S 88°12'50" W 57.22 feet; thence N 45°02'31" W 250.10 feet; thence N 13°58'08" W 217.50 feet; thence S 87°59'02" W 65.30 feet; thence N 87°59'02" W 50.00 feet; thence S 88°17'51" W 120.00 feet to the West Line of the North Half of the Northeast Quarter of said Section 13, thence N 02°00'58" W 14.39 feet; thence S 87°59'02" W 50.00 feet; thence N 02°00'58" W 65.30 feet (S)

Subject to easements and recordings of record.

SURVEYOR'S CERTIFICATE

STATE OF KANSAS)
COUNTY OF JOHNSON) SS

I, the undersigned, do hereby certify that I am a Professional Surveyor in the State of Kansas, with competence and proficiency in land surveying; and that the hereinafter described property was surveyed and subdivided by me, or under my supervision, that all subdivision regulations have been complied with in the preparation of this plat, and that all the monuments shown herein actually exist and their positions are correctly shown to the best of my knowledge and belief.

Given under my hand and seal at Manhattan, Kansas, this _____ day of _____, A.D., 2024.

Fieldwork for this project was completed on 1-13-2023.

SMH Consultants
By: Tim Sloan



CERTIFICATE OF THE PLANNING COMMISSION

STATE OF KANSAS)
COUNTY OF JOHNSON) SS

APPROVED BY, the Planning Commission of the City of Edgerton, Johnson County, Kansas, this _____ day of _____, 2024.

CERTIFICATE OF THE ZONING ADMINISTRATOR

STATE OF KANSAS)
COUNTY OF JOHNSON) SS

APPROVED BY, the Zoning Administrator of the City of Edgerton, Johnson County, Kansas, this _____ day of _____, 2024.

Zachary Moore, Zoning Administrator

**Final Plat
DWYER FARMS PHASE II**
Part of the Northeast Quarter of Section 13, Township 15 South, Range 21 East, in the City of Edgerton, Kansas



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CENTERLINE CURVE DATA table with columns: CURVE #, RADIUS, LENGTH, CHORD, DELTA, TANGENT, BEARING.

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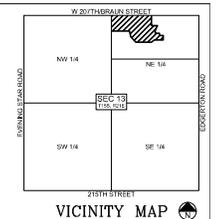
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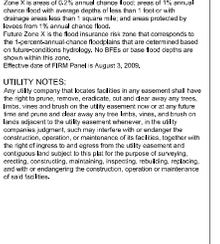
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VICINITY MAP

NOTES:
No easements, restrictions, reservations, setbacks, or other matter of record, if any, affecting the title of this property are shown, except as stated and as per the Title Commitment 62463036 by Security Title.
No gaps or overlaps exist.
There are no lines of possession that affect this survey.
There are no buildings on the subject property.
Zoning: "R-10"
Tract A is maintained by Subdivision Sign and will be owned and managed by the Homeowners Association.
Building shown on this plat as surveyed by Public Work and/or Survey.
Right-of-Way:
Front Yard = 30.00 feet
Rear Yard = 20.00 feet
Side Yard = 5.00 feet
Corner Lot Front Yard = 26.00 feet
Corner Lot Side Yard Facing ROW = 15.00 feet
Roadside Clearances of 10.00 feet.
Existing Easements to be located with the plat:
Book 202402, Page 001253
Book 202402, Page 001255
Book 202402, Page 001255
Book 202402, Page 001257
Books of Easements in the North Line of the Northeast Quarter, see the listing in 08175115.
FLOODPLAIN MAP:
Hood Insurance Rate Map, Map Number: 2019IC01320, identify the property as situated in Zone X and Future Base Flood Zone X. Zone X is an area of 1% annual chance flood. Areas of 1% annual chance flood have average depths of less than 1 foot with drainage areas less than 1 square mile and areas protected by levees from 1% annual chance flood.
Future Zone X is the flood insurance risk zone that corresponds to the levee construction chance flood areas that are determined based on meteorological hydrology. No BFEs or base flood depths are shown within this zone.
Effective date of FIRMS Plan is August 3, 2006.
UTILITY NOTES:
Any utility company that manages facilities in any easement shall have the right to place, remove, relocate, cut and/or bury any lines, poles, wires and/or cables on the utility easement. Use of any future lines and poles and/or wires on any future lines, wires, and/or cables on the utility easement, or maintenance of the facilities, together with the right of ingress to and egress from the utility easement and easement located subject to this plat for the purpose of surveying, recording, conveying, marketing, investing, subdividing, subdividing, and with any easements the construction, operation or maintenance of said facilities.

LEGEND



LEGEND



SMH CONSULTANTS

Civil Engineering • Land Surveying • Professional Architecture
www.smhconsultants.com
Manhattan, KS • HQ P: (785) 778-5611 • Dodge City, KS P: (620) 255-1092
Kansas City, P: (913) 444-8015 • Colorado Springs, P: (719) 522-4462
Drawn By: SAS/ASJ/Project 2401-009 TDS #68

JULY 2024

DWYER FARMS, PHASE II

Application PUD2024-0101

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

QUICK FACTS

PROJECT SUMMARY AND REQUESTED APPROVALS

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

Owner and Applicant

Josh Carson, Agent of
ARG Land Holdings, LLC

Existing Zoning and Land Use

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

Parcel Size

23.80± acres

Staff Report Prepared by

Chris Clinton



BACKGROUND

1. Proposal

The Applicant, ARG Land Holdings, LLC, a subsidiary of Rausch Coleman Homes, has submitted a Final PUD Plan and Plat for a 23.80-acre parcel of land at the southwest corner of 8th Street/Edgerton Road and Braun Street/207th Street. This is the second phase of the subdivision of Dwyer Farms, which overall will consist of 275 single-family homes. Article VI of the UDC, Section 6.2, requires that the Planning Commission review the Final Development Plan and Plat prior to the Governing Body's review and consideration. This application does not require a public hearing.

2. Subject Site

The subject property was annexed into the City of Edgerton on April 14, 2022 and was later zoned to the PUD (Planned Unit Development) on August 11, 2022 under the terms and conditions of Ordinance 2113. Also on August 11, 2022, the Governing Body of Edgerton approved the Conceptual Plan for the Dwyer Farms Planned Unit Development (PUD2022-01), which this Final PUD Plan/Plat is consistent with. This proposal is the second development proposal on the subject property that the City has received. The first phase of the development was approved by the Planning Commission on June 13, 2023. That development is still on going.

3. Lots and Tracts

The applicant is proposing 105 single-family residential lots and one (1) common tract. The lots in this phase will range from 6,000 square feet to 10,707 square feet, with an average lot size of 7,428 square feet. The proposed tract, Tract A, will be used for monument signage for the subdivision and will be maintained by the Homeowners' Association (HOA).

PUD REVIEW

1. Standards for Planned Unit Developments

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

- a. **Comprehensive Plan:** The UDC requires the proposed development to conform with the objectives of the Comprehensive Plan of Edgerton. The proposal of a 105-lot phase of a subdivision directly aligns with the Future Land Use Map designation of the property as 'Low-to-Medium Density Residential.' The proposal also aligns with many goals, policies, and action items in the Comprehensive Plan. Those goals, policies, and action items include, but are not limited to:
 - a. **Goal 2.4:** *"Coordinate land use planning with transportation and other public investments."*
 - i. Policy 2.4.1: *"Limit the use of cul-de-sacs and dead-end streets to promote connectivity when approving new development."*
 - ii. Policy 2.4.2: *"Promote new development to include collector streets to help with circulation within and into the site."*
 - b. **Goal 4.1:** *"Increase housing diversity in Edgerton."*
 - c. **Goal 4.2:** *"Promote best practices for all proposed residential development."*
 - i. Policy 4.2.3: *"Plan for appropriate infrastructure to support development."*

Figure 1 Future Land Use Map

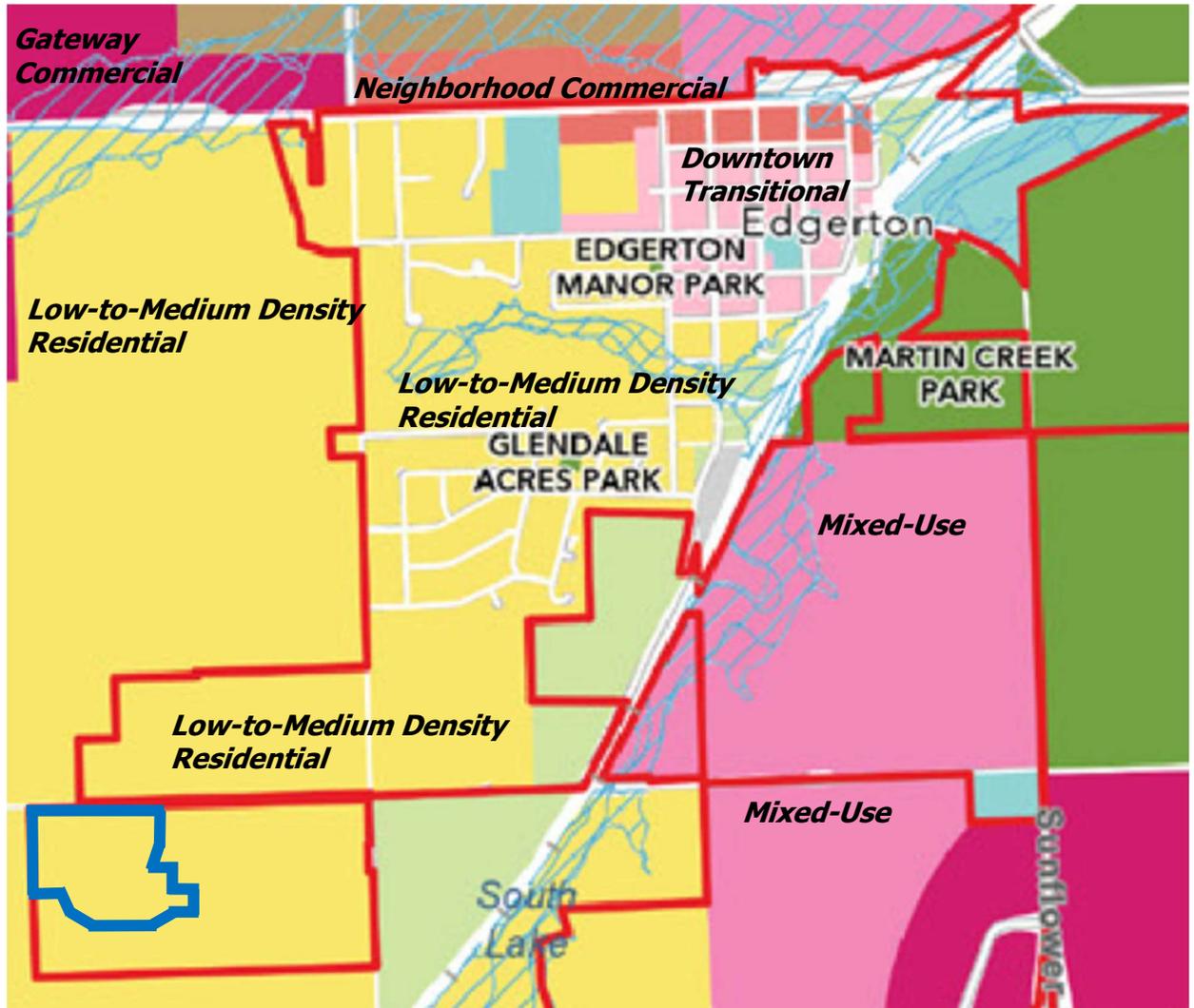


Figure 1 – Subject Property Outlined in Blue

- b. **Compatibility:** The proposed use of single-family homes and associated open space is compatible with the surrounding development, as is required by the UDC, and will not have a detrimental influence on the surrounding properties.
- c. **Net Density:** Table 1 below shows the net density of the Conceptual PUD (PUD2022-01) as approved by the Governing Body and how it relates to Phases I & II of the Dwyer Farms development. The densities, measured in dwelling units per acre (du/ac), of Phases I and II combined is consistent with the approved Conceptual Plan.

Table 1

Conceptual PUD (PUD2022-01)	Phase I (PUD2023-01)	Phase II (PUD2024-0101)	Phases I & II Combined
3.42 du/ac	2.61 du/ac	4.41 du/ac	3.33 du/acre

- d. **Site Ownership:** The UDC requires the site be under single ownership or unified control. The subject 23.80± acres of land is under one common ownership.
- e. **Space Between Buildings:** A reduction in the minimum separation between single-family detached dwelling units from 16 feet to 10 feet was approved with the Conceptual PUD Plan (PUD2022-01), with the stipulation that fire-rated materials be used during construction. The applicant has not changed this request and a stipulation requiring fire-rated construction materials has been added as a stipulation to staff’s recommendation.
- f. **Yards:** The following lot sizes and setbacks were approved in PUD Conceptual Plan PUD2022-01 and will apply as the minimum district standards for development subject to Ordinance 2113:

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

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

- g. **Parking Standards:** Adequate parking will be provided for each single-family home constructed in this phase, as each home will have a two- or three-car garage, and two spaces in the driveway. This is consistent with what was approved with the Conceptual PUD Plan (PUD2022-01)
- h. **Traffic:** The applicant provided a Traffic Impact Study (TIS) with their Conceptual PUD Plan (PUD2022-01), which identified that no turn lanes into the site would be warranted with the development of this subdivision. Each lot in this subdivision will have direct access to a public street on the interior of the development, and no lot will have direct vehicular access to either 8th Street or Braun Street. The road network internal to the site will provide access to both 8th Street and Braun Street, and there will be two (2) street stubs internal to the site, that will provide connections to future phases. There is an additional street stub that terminates the proposed 208th Street at the property line. Another development to the west could connect to this stub if that developer chooses to do so.

DEVELOPMENT STANDARDS

1. Landscape Plan and Signage

The applicant has provided a landscape plan, as is required by the Unified Development Code (UDC). Each proposed lot has one tree proposed in the front yard and each of the internal tracts are lined with deciduous trees. Braun Street will have trees planted where residential lots are adjacent to the right-of-way. The monument sign was approved earlier in 2024 by the Planning Commission as part of application PUD2024-0100. As part of the approval of that

application, it was stipulated that a landscape plan must be provided and approved by the Zoning Administrator. The landscape was provided and has been approved.

2. Sidewalk, Paths, and Cycle Trails

A sidewalk will be provided on one side of all internal public streets by the developer and a sidewalk will be constructed by the City on the south side of Braun Street, which the applicant has agreed to dedicate right-of-way for. The size and location of the sidewalks along Braun Street are to be determined by the City in the future.

3. Housing Styles

In the PUD Conceptual Plan PUD2023-01, the applicant provided five (5) models that could be used as possible floorplans for buyers to select from. The applicant has not provided any floorplans for this phase. The floorplans must be provided prior to the approval of the Final Plat and certification of the Zoning Administrator.

4. Stormwater

The applicant has submitted a stormwater study that has been reviewed. The City Engineer is requiring a resubmittal of the stormwater study as there is conflicting information in the report. The stormwater study must be approved prior to the Final Plat being certified by the Zoning Administrator.

5. Public Infrastructure

Plans have been submitted for public infrastructure. The City Engineer has been working with the applicant to ensure that all City standards are met. All comments and details must be approved by the City prior to the start of any public infrastructure construction.

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

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

NOTICE OF CITY CODES AND PERMITS

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

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

DOCUMENTS INCLUDED IN PACKET

Sheet #	Title	Date on Document
Application	Application for PUD2024-0101	April 23, 2024
1	Final Plat - Dwyer Farms, Unit 1	June 2024
2	Sheet 3 – Site Plan	June 26, 2024
3	Sheet 4 – Utility Plan	June 26, 2024
4	Sheet 20 – Grading Plan	June 26, 2024
5	Sheet 21 – Grading Plan	June 26, 2024
6	Sheet 65 – Landscape Plan	May 22, 2024
7	Sheet 66 – Landscape Plan	May 22, 2024
8	Sheet 67 – Landscape Plan	May 22, 2024
9	Sheet 68 – Landscape Plan	May 22, 2024

STAFF RECOMMENDATION

Staff recommends approval of PUD Final Plan/Plat **Application PUD2024-0101** for *Dwyer Farms, Phase II*, as submitted, subject to the following stipulations:

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

Note: For Application PUD2024-0101 the Planning Commission will be recommending either approval or denial of the application to the Governing Body. If the Planning Commission recommends approval, the Application will be presented to the Governing Body on July 25, 2024.



Planned Unit Development Application - Final Plan and Plat

NAME OF PLANNED UNIT DEVELOPMENT (PUD): Dwyer Farms, Phase II

LOCATION OR ADDRESS OF SUBJECT PROPERTY: Sec 13 - T15S - R21E

ASSOCIATED PUD CONCEPTUAL PLAN APPLICATION: PUD2024-01

CURRENT SITE OWNERSHIP: Josh Carson - Manager PHONE: 479-455-9090

COMPANY: ARG Land Holdings, LLC EMAIL: josh.carson@rch.com

MAILING ADDRESS: 4058 N. College Ave., Ste. 300, Fayetteville, AR 72704

PROPOSED SITE OWNERSHIP: PHONE:

COMPANY: EMAIL:

MAILING ADDRESS: Street City State Zip

ENGINEER/ARCHITECT'S NAME(S): Lee Ryherd PHONE: 913-444-9615

COMPANY: SMH Consultants EMAIL: lryherd@smhconsultants.com

MAILING ADDRESS: 5201 Johnson Drive, Suite 405 Mission, KS 66205

SIGNATURE OF OWNER OR AGENT: DocuSigned by: Josh Carson

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

FOR OFFICE USE ONLY

Case No.: PUD- Amount Paid: Date Paid: Receipt #:

Planning Commission Meeting Date: Council Meeting Date:

Received By:

PUD INSTRUCTIONS

Approval of a Planned Unit Development proposal shall follow the procedures used for a change to the official zoning map as outlined in Article 9 of the Unified Development Code of the City of Edgerton (UDC) – Land Use Determination Procedures.

SUBMITTAL DEADLINE: The applicant shall submit an application at least forty-nine (49) calendar days prior to the meeting.

PUD Final Application Checklist

The PUD application will not be considered complete until all of the following items have been received.

- Completed PUD application with the associated fees:
 - Final Plan/Final Plat Fee - \$300 plus \$5.00 per lot
 - If special planning, engineering, architectural or other consultants must be retained by the City for review of the proposed Planned Unit Development, the petitioner shall be so notified, and all costs for said consultants expended by the City - not covered by the filing fee - shall be reimbursed by the petitioner.

- Legal Description – a word document containing the legal description of the property will be submitted with an electronic copy of the Conceptual Plan.

- A Final Plan and Final Plat submitted in accordance with Article 6 of the UDC – Planned Unit Development District, shall include the following:
 - 1. Accurate legal description of:
 - a) The entire area under immediate development within the planned development.
 - b) Each separate unsubdivided use area, including common open space.

 - 2. Planned Unit Development Plat of all lands which are part of the Final Plat being submitted and which meets all the requirements for a Final Plat as outlined in UDC Article 13 – Subdivision Approval Procedures

 - 3. Designation of the location of the building pads, or areas, or setback lines or setback standards for all buildings to be constructed.

 - 4. Certificates, seals, and signatures required for the dedication of lands, and recording the document.

 - 5. Tabulation of separate unsubdivided use area including land area, number of buildings, number of dwelling units, and dwelling units per acre.

 - 6. Common Open Space Documents. All common open space shall be either conveyed a not-for-profit corporation or entity established for the purpose of benefiting the owners and residents of the Planned Unit Development, or retained by the developer with legally binding guarantees, in a form approved by the City Attorney, verifying that the common open space will permanently be preserved as open area. All land conveyed to a not-for-profit corporation or like entity shall be subject to the right of said corporation to impose a legally enforceable lien for maintenance and improvement of the common open space.

 - 7. Final Systems Plans. Final plans, with all required detail, shall be submitted, including:
 - a) Engineering plans showing how the site is to be serviced with sewer, water, well, and/or septic systems (as agreed to during the Preliminary Plat Stage).
 - b) Lighting plans.
 - c) Drainage and storm water retention and detention plans.
 - d) Road plans, including curbs and gutters, on-site/off-site signalization, acceleration, deceleration lanes, etc
 - e) Sidewalk, paths, and cycle trails.

 - 8. Landscape Plans showing the type and location of plant material, berms, and other aesthetic treatments.

- 9. **Public Facilities.** All on-site and/or off-site public facilities and improvements made necessary as a result of the Planned Unit Development shall be either constructed in advance of the approval of the Final Plat or subdivider's bond or approved letters of credit posted to guarantee construction of the required improvements. The subdivider's bond or approved letters of credit, payable to the City of Edgerton, shall be sufficient to cover the full cost of the improvements plus ten (10) percent. Detailed construction plans shall be submitted for all public facilities to be built.
- 10. **Construction Plans** shall be submitted for the design, construction, or installation of site amenities; including buildings, landscaping, lakes, and other site improvements.
- 11. **Construction Schedule.** A final construction schedule shall be submitted for that portion of the Planned Unit Development for which approval is being requested.
- 12. **Delinquent Taxes.** A certificate shall be furnished from the appropriate County official that no delinquent taxes exist and that all special assessments constituting a lien on the whole or any part of the property of the Planned Unit Development have been paid.
- 13. **Covenants.** Final agreements, provisions, or covenants which will govern the use, maintenance and continued protection of the Planned Unit Development shall be approved by the City and recorded at the same time as the Final Planned Unit Development Plat.

RESERVED FOR RFD FILING STAMP
RESERVED FOR COUNTY SURVEYOR STAMP

OWNER'S CERTIFICATE

STATE OF ARKANSAS)
COUNTY OF WASHINGTON) SS

The undersigned proprietors to the above described tract of land have caused the same to be subdivided in the manner as shown on the accompanying plan, which subdivision and plat shall hereinafter be known as "Dwyer Farms Phase II".

The undersigned proprietors of said property shown on this plat do hereby dedicate for public use and public ways and thoroughfares, all parcels and parts of land indicated on said plat as streets, terraces, alleys, roads, avenues, lanes, and alleys. All parcels and parts of land indicated on said plat as "Egress-Egress Easement" or "E.E." shall be for pedestrian access only.

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

An easement to lay, construct, alter, repair, replace or operate one or more sewer lines and all appurtenances convenient for the collection of sanitary sewage, together with the right of ingress and egress, over and through those areas designated as "sanitary sewer easement" or "SSE" on this plat are hereby dedicated to the City of Edgerton, Kansas. Sanitary Sewer Easements shall be kept clear of obstructions that impair the strength or interfere with the use and/or maintenance of sanitary sewer facility located within the easement.

An easement or license to enter upon, locate, construct, use and maintain or authorize the location, construction, maintenance of use of conduit, surface drainage facilities, subsurface drainage facilities and similar facility, upon, over, under and through those areas outlined and designated as "drainage easement" or "DE" on this plat are hereby dedicated to the City of Edgerton, Kansas. Drainage Easements shall be kept clear of obstructions that impair the strength or interfere with the use and/or maintenance of drainage facilities located within the easement.

The undersigned proprietors of the above described land hereby consent and agree that the Board of County Commissioners of Johnson County, Kansas, shall have the power to release such land proposed to be dedicated for public ways and thoroughfares, or parts thereof, for public use from the lien and effect of any special assessments, and that the amount of the uncollected special assessments on such land dedicated shall become and remain a lien on the remainder of this land fronting and abutting on such dedicated public ways or thoroughfares.

The undersigned proprietors of said property shown on this plat do hereby dedicate for public use and public ways and thoroughfares, all parcels and parts of land indicated on said plat as streets, terraces, alleys, roads, avenues, lanes, avenues, and alleys not heretofore dedicated. Where prior easement rights have been granted to any person, utility, or corporation in part of this land so dedicated, and any pipes and wires, conduits, ducts, or cables heretofore installed proposed improvements as now set forth, the undersigned proprietors hereby absolve and agree to indemnify the City of Edgerton from any expense incident to the relocation of any such existing utility installations within said premises.

Given under my hand at _____, Kansas this _____ day of _____, 2024.

ARG Land Holdings, LLC
John Carson, Managing Member

NOTARY CERTIFICATE

STATE OF ARKANSAS)
COUNTY OF WASHINGTON) SS

BE IT REMEMBERED, that on this _____ day of _____, 2024, before me, the undersigned, a notary public in and for the County and State aforesaid, came _____
Josh Carson, Managing Member of ARG Land Holdings, LLC

who is personally known to me to be the same person who executed the within instrument of writing, and each person duly acknowledged the execution of the same for himself and the use and purposes herein set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Notarial Seal on the day and year last above written.

Notary Public: _____
My Commission Expires: _____

CERTIFICATE OF THE GOVERNING BODY

STATE OF KANSAS)
COUNTY OF JOHNSON) SS

John Dalby, Chairman
Tina Methos, Secretary

APPROVED BY, the Governing Body of the City of Edgerton, Johnson County, Kansas,
this _____ day of _____, 2024.

ATTEST: _____
Alex Clower, City Clerk

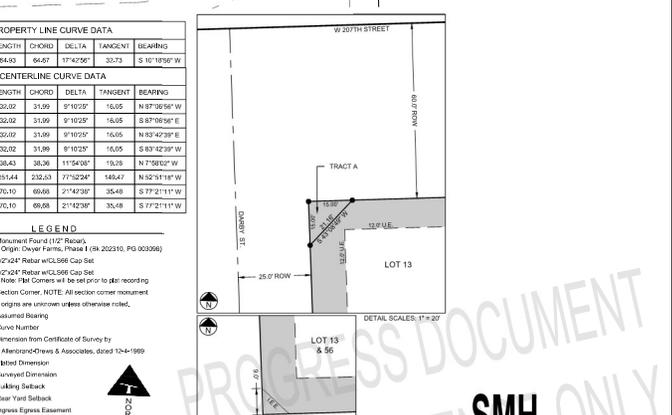
Donald Roberts, Mayor
Zachary Moore, Zoning Administrator

Reviewed in accordance with KSA 98-2005 on this _____ day of _____, 2024.
Approved: _____
License Number: _____ Date: _____

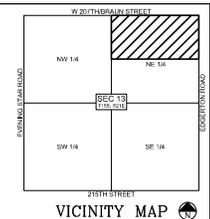
**Final Plat
DWYER FARMS PHASE II**
Part of the Northeast Quarter of Section 13, Township 15 South, Range 21 East, in the City of Edgerton, Kansas



LOT DATA	LOT DATA	LOT DATA	LOT DATA	LOT DATA	LOT DATA
LOT #	502 FT	LOT #	502 FT	LOT #	502 FT
1	9068.87	2	2795.10	3	2920.10
4	10148.87	5	2174.34	6	2920.10
7	9695.25	8	2643.34	9	2920.10
10	10148.87	11	2174.34	12	2920.10
13	10148.87	14	2174.34	15	2920.10
16	9695.25	17	2643.34	18	2920.10
19	10148.87	20	2174.34	21	2920.10
22	9695.25	23	2643.34	24	2920.10
25	10148.87	26	2174.34	27	2920.10
28	9695.25	29	2643.34	30	2920.10
31	10148.87	32	2174.34	33	2920.10
34	9695.25	35	2643.34	36	2920.10
37	10148.87	38	2174.34	39	2920.10
40	9695.25	41	2643.34	42	2920.10
43	10148.87	44	2174.34	45	2920.10
46	9695.25	47	2643.34	48	2920.10
49	10148.87	50	2174.34	51	2920.10
52	9695.25	53	2643.34	54	2920.10
55	10148.87	56	2174.34	57	2920.10
58	9695.25	59	2643.34	60	2920.10
61	10148.87	62	2174.34	63	2920.10
64	9695.25	65	2643.34	66	2920.10
67	10148.87	68	2174.34	69	2920.10
70	9695.25	71	2643.34	72	2920.10
73	10148.87	74	2174.34	75	2920.10
76	9695.25	77	2643.34	78	2920.10
79	10148.87	80	2174.34	81	2920.10
82	9695.25	83	2643.34	84	2920.10
85	10148.87	86	2174.34	87	2920.10
88	9695.25	89	2643.34	90	2920.10
91	10148.87	92	2174.34	93	2920.10
94	9695.25	95	2643.34	96	2920.10
97	10148.87	98	2174.34	99	2920.10
100	9695.25	101	2643.34	102	2920.10
103	10148.87	104	2174.34	105	2920.10



Reviewed in accordance with KSA 98-2005 on this _____ day of _____, 2024.
Approved: _____
License Number: _____ Date: _____



VICINITY MAP

Notes:
No easements, restrictions, reservations, setbacks, or other matter of record, if any, affecting the title of this property are shown, except as indicated and as per the Title Commitment #2468368 by Security Title, Inc.
No gaps or overlaps exist.
There are no claims of possession that affect this survey.
There are no buildings on the subject property.
Zoning: "R-30"
Tract A is intended for Subdivision and will be owned and managed by the Homeowners Association.
All shown on this plat as surveyed by Public Water and/or Sewer.
Building Setbacks:
Front Yard - 3.00 feet
Rear Yard - 2.00 feet
Side Yard - 3.00 feet
Corner Lot Front Yard - 3.00 feet
Corner Lot Side Yard Facing ROW - 15.00 feet
Boundary Clearances of 10.00 feet.
Existing Easements to be located with the plat:
Book 202402, Page 001253
Book 202402, Page 001254
Book 202402, Page 001255
Book 202402, Page 001256
Book 202402, Page 001257
FLOODPLAIN NOTE:
Flood Insurance Rate Map, Map Number 20201020120G, identify this property as situated in Zone X and Future Base Flood, Zone X, Zone Xc areas of CE1, which shows a Flood, areas of 1% annual chance flood with average depths of less than 1 foot and through areas less than 1 foot high, and areas protected by levees from 1% annual chance flood.
Future Base Flood is the flood magnitude that is returned based on the 100-year return period. Floodplains that are returned based on return periods of 10, 20, 50, 100, or 200 years are shown within this zone.
Elevation data from FEMA Panel 8 August 3, 2006.
UTILITY NOTES:
Any utility company that locates facilities in any easement shall have the right to place, install, maintain, and use their lines, pipes, conduits, cables, and other facilities in the utility easement or wherever, in the utility easement, judgment, location, or maintenance of the facilities. Together with the right to place, install, maintain, and use their lines, pipes, conduits, cables, and other facilities for the purpose of servicing, locating, constructing, maintaining, inspecting, installing, and other work with or endangering the construction, operation or maintenance of said facilities.

STATE OF ARKANSAS)
COUNTY OF WASHINGTON) SS

BE IT REMEMBERED, that on this _____ day of _____, 2024, before me, the undersigned, a notary public in and for the County and State aforesaid, came _____
Josh Carson, Managing Member of ARG Land Holdings, LLC

who is personally known to me to be the same person who executed the within instrument of writing, and each person duly acknowledged the execution of the same for himself and the use and purposes herein set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Notarial Seal on the day and year last above written.

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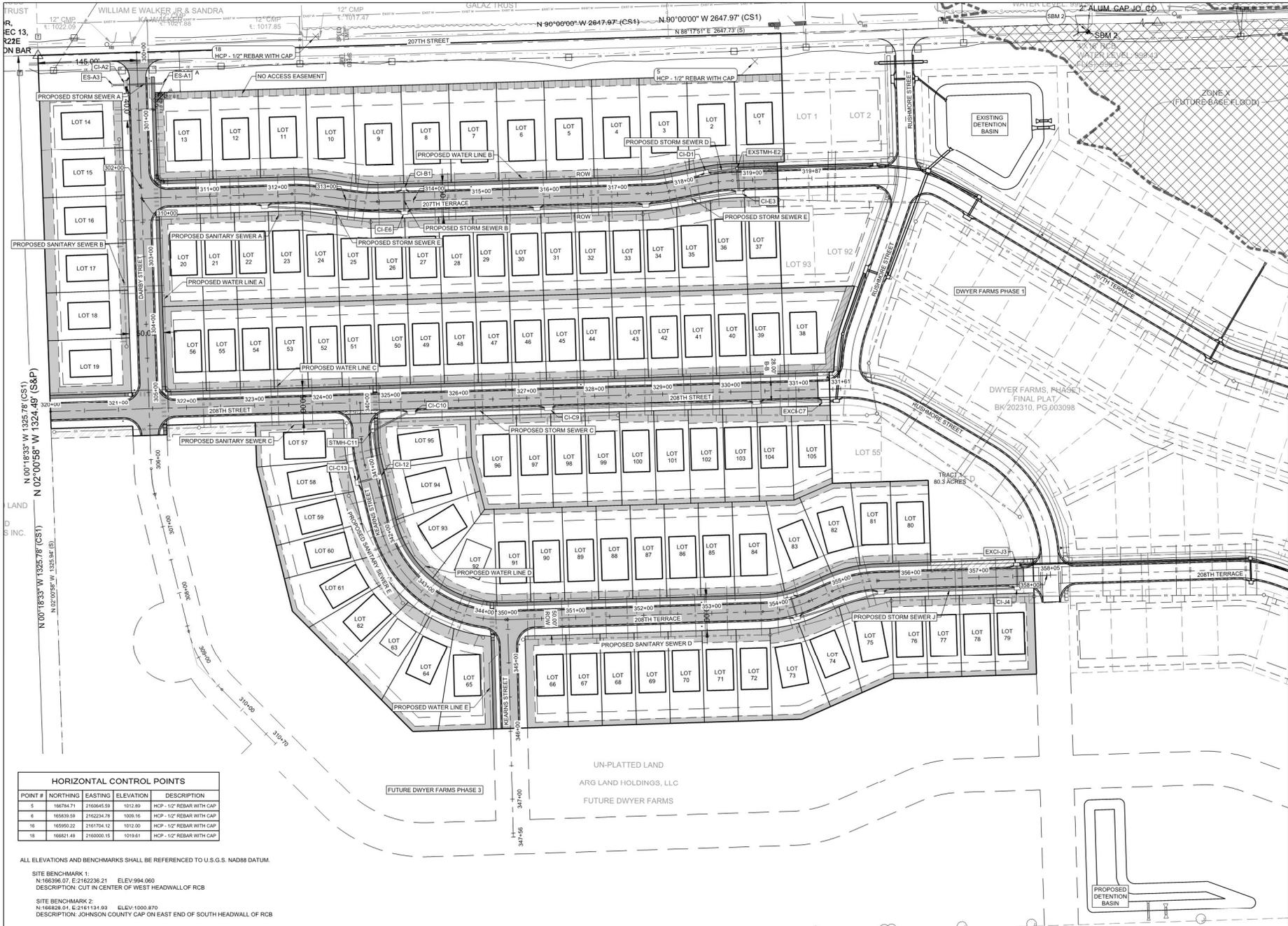
APPROVED BY, the Governing Body of the City of Edgerton, Johnson County, Kansas,
this _____ day of _____, 2024.

ATTEST: _____
Alex Clower, City Clerk

Donald Roberts, Mayor
Zachary Moore, Zoning Administrator

Reviewed in accordance with KSA 98-2005 on this _____ day of _____, 2024.
Approved: _____
License Number: _____ Date: _____

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Kansas City, MO • P: (816) 444-8015 • Colorado Springs, CO • P: (719) 462-1945
Drawn By: SAS/ASJ/Project 2401-009 TDS #68
JUNE 2024



HORIZONTAL CONTROL POINTS				
POINT #	NORTHING	EASTING	ELEVATION	DESCRIPTION
5	166784.71	216684.59	1012.85	HCP - 1/2" REBAR WITH CAP
6	165839.59	216224.79	1009.16	HCP - 1/2" REBAR WITH CAP
16	165960.22	2161704.12	1012.00	HCP - 1/2" REBAR WITH CAP
18	166821.40	216000.15	1019.61	HCP - 1/2" REBAR WITH CAP

ALL ELEVATIONS AND BENCHMARKS SHALL BE REFERENCED TO U.S.G.S. NAD88 DATUM.

SITE BENCHMARK 1:
 N:166396.07, E:216226.21 ELEV:994.060
 DESCRIPTION: CUT IN CENTER OF WEST HEADWALL OF RCB

SITE BENCHMARK 2:
 N:166828.04, E:2161134.93 ELEV:1000.870
 DESCRIPTION: JOHNSON COUNTY CAP ON EAST END OF SOUTH HEADWALL OF RCB



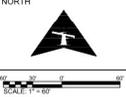
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DWYER FARMS SUBDIVISION, PHASE II
 CONSTRUCTION DOCUMENTS
 EDGERTON, KANSAS



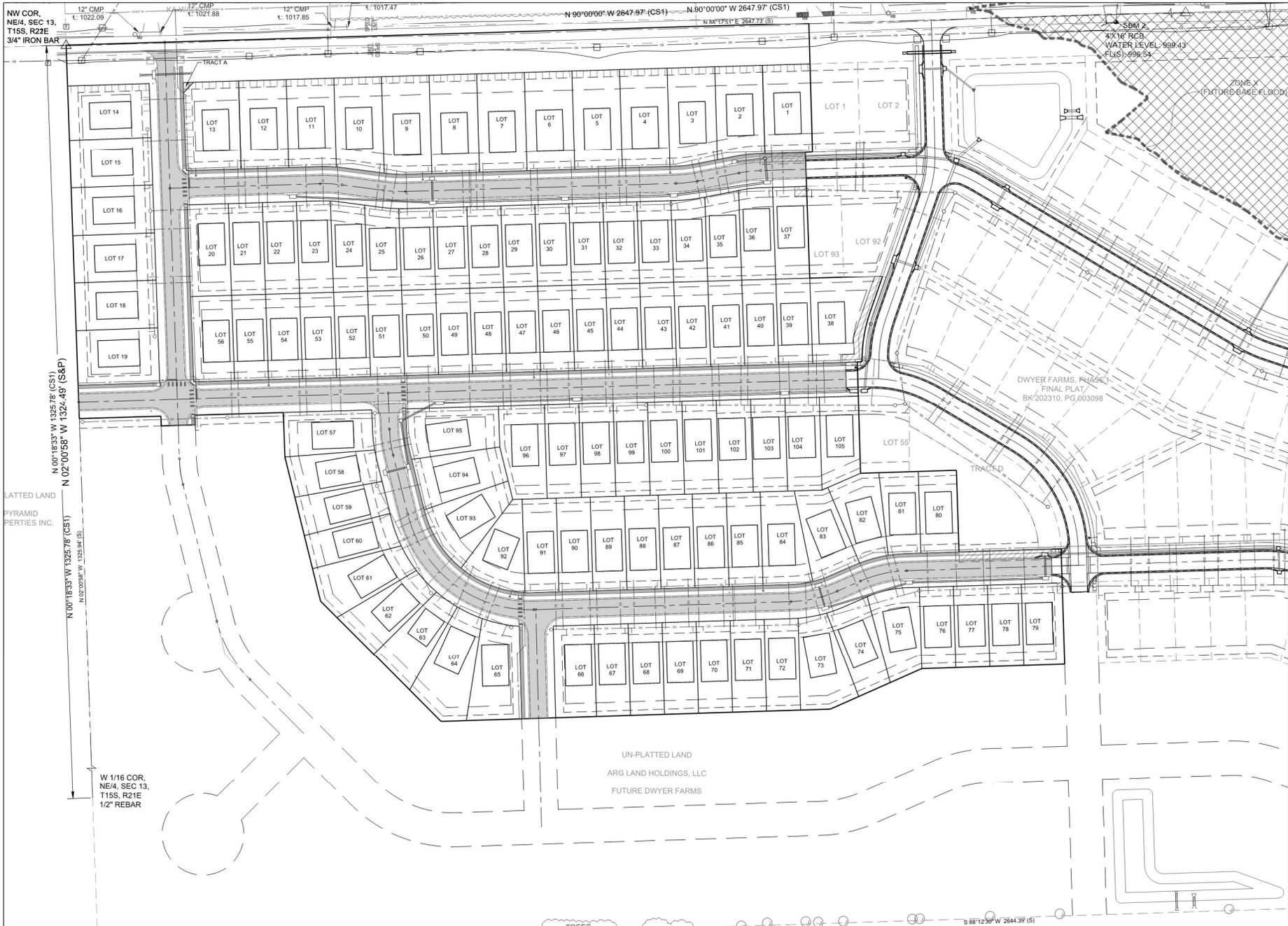
REVISION	DATE	DESCRIPTION
1	06/28/2024	FINAL PLAN



PROJECT # 2401-0009
 CHECKED BY: LJR
 DRAWN BY: JMT

DATE: 06-28-2024
 SHEET # **3**

TOTAL SHEETS 91



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DWYER FARMS SUBDIVISION, PHASE II
CONSTRUCTION DOCUMENTS
EDGERTON, KANSAS



REVISION	DATE	DESCRIPTION



SCALE: 1" = 60'

PROJECT # 2401-0009
CHECKED BY: LJR
DRAWN BY: JMT

DATE: 06-28-2024

SHEET #

4

TOTAL SHEETS 91

OR.
SEC 13,
R21E
ION BAR

D LAND
MID
ES INC.

W 1/16 COR.
N 1/4, SEC 13,
T7S, R21E
1/2" REBAR



- COMPACTION AND MATERIAL GUIDELINES
1. IN THE EVENT THE BORROW AREA TO SUPPLY FILL MATERIAL TO THIS SITE IS OVER ONE ACRE, THE CONTRACTOR IS REQUIRED TO OBTAIN COVERAGE UNDER THE CONSTRUCTION STORMWATER GENERAL PERMIT THROUGH KDE FOR THAT BORROW SITE.
 2. ALL SOIL BROUGHT TO THE SITE AND IN SITU SHALL BE COMPACTED BY ROLLING WITH A SHEEPSFOOT ROLLER OR BY MECHANICAL TAMPING.
 3. THE SHEEPSFOOT ROLLER, WHEN FULLY LOADED, SHALL HAVE A LOAD ON EACH TAMPER FOOT NOT LESS THAN 200 POUNDS PER SQUARE INCH OF CROSS-SECTIONAL AREA.
 4. ENOUGH MOISTURE SHALL BE PRESENT IN THE SOIL TO OBTAIN A DENSITY EQUAL TO, OR GREATER THAN 95% OF MAXIMUM DENSITY AS DETERMINED BY THE STANDARD PROCTOR DENSITY TEST BEFORE PLACING THE NEXT LIFT. CONTRACTOR SHALL PROVIDE UP TO 5 STANDARD PROCTORS OF FILL MATERIAL FOR UTILIZATION BY THE CITY IN TESTING COMPACTION.
 5. ALL FILL MATERIAL SHALL BE APPROVED BY A LICENSED ENGINEER.
 6. ALL FILL MATERIAL SHALL HAVE ROCK NO LARGER THAN 3" DIAMETER. EACH LIFT SHALL CONSIST OF 12-INCH LOOSE LIFTS OR LESS PRIOR TO COMPACTION.
 7. THE CONTRACTOR IS RESPONSIBLE FOR ALL DENSITY TESTS AND PROCTOR INFORMATION FOR TESTING. ANY TEST REPORTS TAKEN FOR THE WEEK SHALL BE SUBMITTED TO THE OWNER AND THE CITY OF EDGERTON BY FRIDAY AFTERNOON OF THAT WEEK.
 8. ALL STRIPPED TOPSOIL SHALL BE STOCKPILED ON SITE FOR RE-USE.
 9. CONTRACTOR SHALL NOT DISTURB MORE THAN 750,000 SF AT A TIME, TO COMPLY WITH STORM WATER POLLUTION PREVENTION PLAN (SWPPP).
 10. EXISTING GRADE SHOWN IN PLANS REPRESENTS DWYER FARMS PHASE I PROPOSED GRADING. CONTRACTOR TO VERIFY FIELD CONDITIONS AND COORDINATE DISCREPANCIES WITH ENGINEER.



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DWYER FARMS SUBDIVISION, PHASE II
CONSTRUCTION DOCUMENTS
EDGERTON, KANSAS



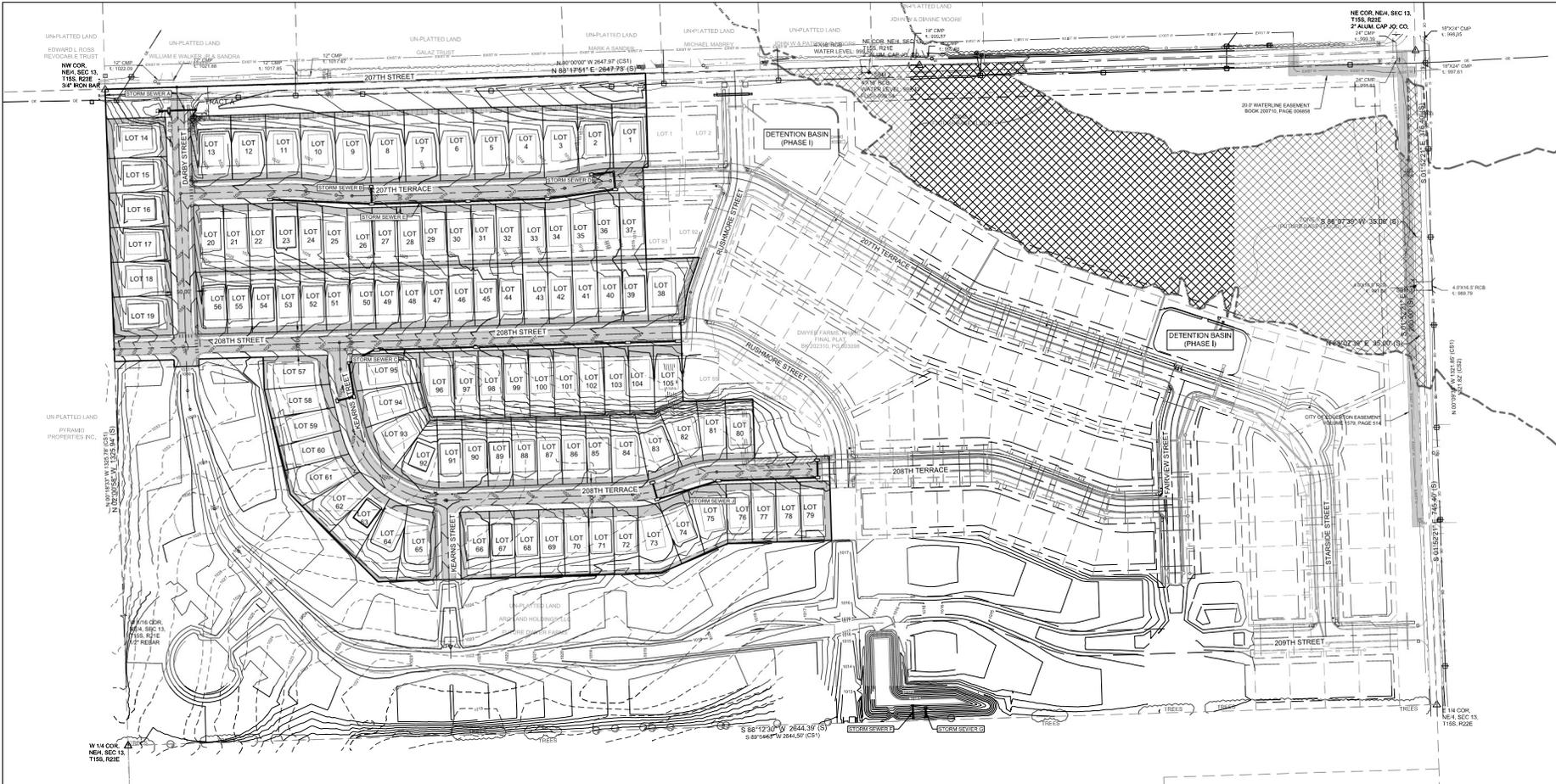
REVISION DESCRIPTION	
DATE	(DDMMYY)
NORTH	

PROJECT # 2401-0009
CHECKED BY: LJR
DRAWN BY: JMT

DATE: 06-28-2024

SHEET # **20**

TOTAL SHEETS 91



COMPACTION AND MATERIAL GUIDELINES

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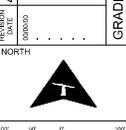


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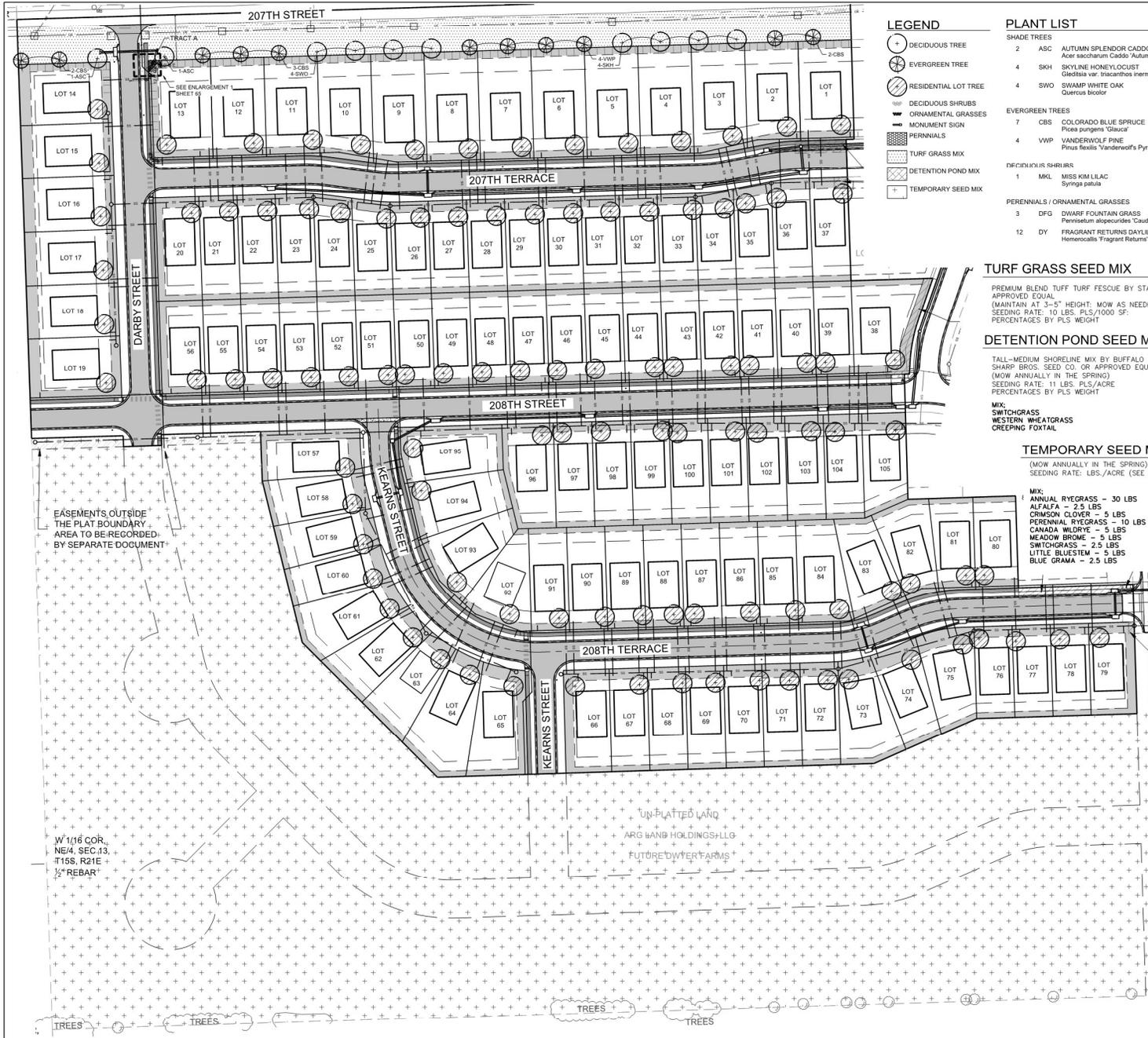
REVISION	DATE	DESCRIPTION



PROJECT #: 24014-009
 CHECKED BY: LJR
 DRAWN BY: JMT
 DATE: 06-29-2024

SHEET # **21**
 TOTAL SHEETS 91

GRADING PLAN



LEGEND

- DECIDUOUS TREE
- EVERGREEN TREE
- RESIDENTIAL LOT TREE
- DECIDUOUS SHRUBS
- ORNAMENTAL GRASSES
- MONUMENTAL SIGN
- PERENNIALS
- TURF GRASS MIX
- DETENTION POND MIX
- TEMPORARY SEED MIX

PLANT LIST

- SHADE TREES**
- 2 ASC AUTUMN SPLENDOR CADDIS SUGAR MAPLE[®] CAL
Acer saccharum Caddis 'Autumn Splendor' SINGLE TRUNK
 - 4 SKH SKYLINE HONEYLOCUST
Gleditsia var. 'Incarthos nemis' 'Skycole' 2" CAL SINGLE TRUNK
 - 4 SWO SWAMP WHITE OAK
Quercus bicolor 2" CAL SINGLE TRUNK
- EVERGREEN TREES**
- 7 CBS COLORADO BLUE SPRUCE
Picea pungens 'Glauc' 6' HT SINGLE TRUNK
 - 4 VWP VANDERWOLF PINE
Pinus strobus 'Vanderwolf's Pyramid' 6' HT SINGLE TRUNK
- DECIDUOUS SHRUBS**
- 1 MKL MISS KIM LILAC
Syringa patula 5 GAL 18"-24" HT.
- PERENNIALS / ORNAMENTAL GRASSES**
- 3 DFG DWARF FOUNTAIN GRASS
Pennisetum alopecuroides 'Caudatum' 1 GAL ESTABLISHED
 - 12 DY FRAGRANT RETURNS DAYLILY
Hemerocallis 'Fragrant Returns' 1 GAL ESTABLISHED

TURF GRASS SEED MIX

PREMIUM BLEND TURF TURF FESCUE BY STAR SEED OR APPROVED EQUAL (MAINTAIN AT 3"-5" HEIGHT; MOW AS NEEDED)
SEEDING RATE: 10 LBS. PLS/1000 SF;
PERCENTAGES BY PLS WEIGHT

DETENTION POND SEED MIX

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

MIX:
SWITCHGRASS
WESTERN WHEATGRASS
CREEPING FOXTAIL

TEMPORARY SEED MIX

(MOW ANNUALLY IN THE SPRING)
SEEDING RATE: LBS./ACRE (SEE BELOW)

- MIX:**
- 1 ANNUAL RYEGRASS - 30 LBS
 - 1 ALFALFA - 2.5 LBS
 - 1 CRIMSON CLOVER - 5 LBS
 - 1 PERENNIAL RYEGRASS - 10 LBS
 - 1 CANADA WILDRYE - 5 LBS
 - 1 MEADOW BROME - 5 LBS
 - 1 SWITCHGRASS - 2.5 LBS
 - 1 LITTLE BLUESTEM - 5 LBS
 - 1 BLUE GRAMA - 2.5 LBS

RESIDENTIAL LOT TREE LIST

- AUTUMN GOLD GINKGO
Ginkgo biloba 'Autumn Gold' 2" CAL SINGLE TRUNK
- AUTUMN SPLENDOR CADDIS SUGAR MAPLE
Acer saccharum Caddis 'Autumn Splendor' 2" CAL SINGLE TRUNK
- BLUE ATLAS CEDAR
Cedrus atlantica 'Glauc' 6' HT SINGLE TRUNK
- COLORADO BLUE SPRUCE
Picea pungens 'Glauc' 6' HT SINGLE TRUNK
- ESPRESSO KENTUCKY COFFEETREE
Gymnocladia dioica 'Espresso' 2" CAL SINGLE TRUNK
- HERITAGE RIVER BIRCH
Betula nigra 'Cult' 2" CAL SINGLE TRUNK
- LACEBARK ELM
Ulmus parvifolia 2" CAL SINGLE TRUNK
- PIN OAK
Quercus palustris 2" CAL SINGLE TRUNK
- SHADEMASTER HONEYLOCUST
Gleditsia var. 'Incarthos nemis' 'Shademaster' 2" CAL SINGLE TRUNK
- SKYLINE HONEYLOCUST
Gleditsia var. 'Incarthos nemis' 'Skycole' 2" CAL SINGLE TRUNK
- SWAMP WHITE OAK
Quercus bicolor 2" CAL SINGLE TRUNK
- STATE STREET MAPLE
Acer nysebaei 'Morton' 2" CAL SINGLE TRUNK
- VANDERWOLF PINE
Pinus strobus 'Vanderwolf's Pyramid' 6' HT SINGLE TRUNK

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

UTILITY SCREENING PLANT LIST

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

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



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DWYER FARMS SUBDIVISION, PHASE II
PROGRESS DOCUMENTS NOT FOR CONSTRUCTION
EDGERTON, KANSAS

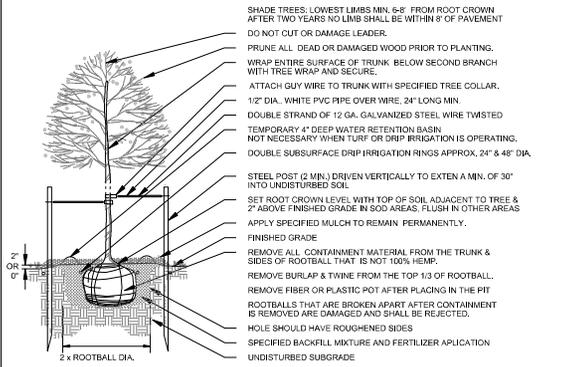
UN-PLATTED LAND
ARCO LAND HOLDINGS, LLC
FUTURE DWYER FARMS

REVISION DATE (DESCRIPTION)
DATE (DESCRIPTION)
NORTH
SCALE 1" = 60'
PROJECT # 2401-0009
CHECKED BY: KML
DRAWN BY: KML
DATE: 05-22-2024
SHEET #

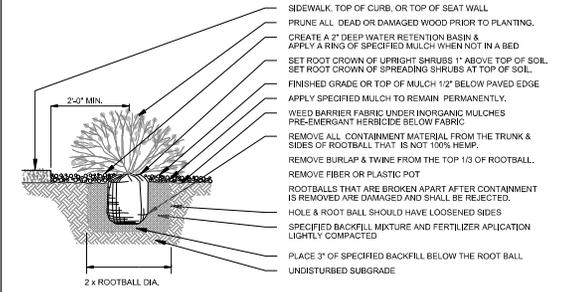


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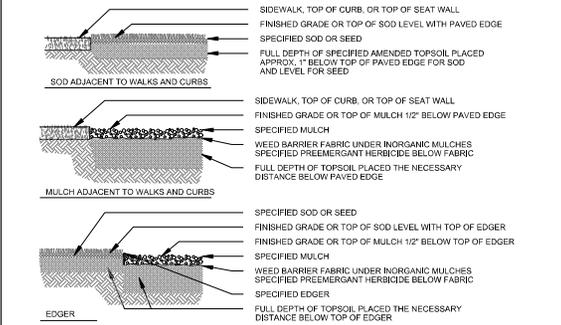
TOTAL SHEETS 92



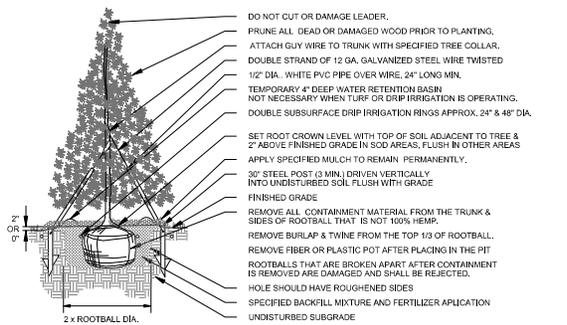
1 DECIDUOUS TREE PLANTING
65 NOT TO SCALE



2 SHRUB PLANTING
65 NOT TO SCALE

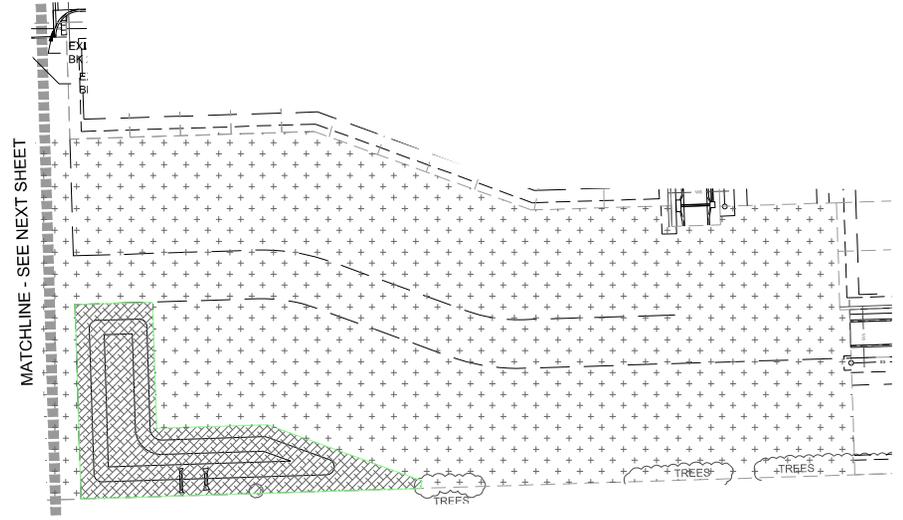


3 EDGE TREATMENT
65 NOT TO SCALE

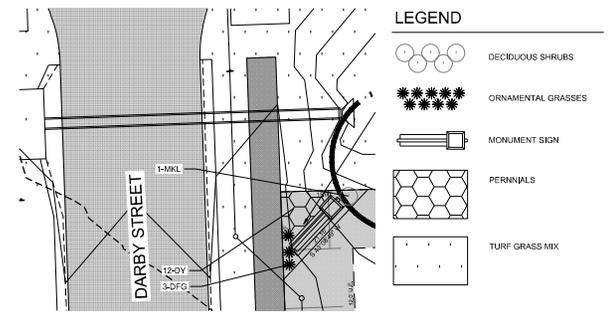


4 EVERGREEN TREE PLANTING
65 NOT TO SCALE

- LEGEND**
- DECIDUOUS TREE
 - EVERGREEN TREE
 - RESIDENTIAL LOT TREE
 - DECIDUOUS SHRUBS
 - ORNAMENTAL GRASSES
 - MONUMENT SIGN
 - PERENNIALS
 - TURF GRASS MIX
 - DETENTION POND MIX
 - TEMPORARY SEED MIX



6 LANDSCAPE PLAN
65 SCALE: 1"=60'-0"



5 PLANTING ENLARGEMENT 1
65 NOT TO SCALE

SECTION 02000 LANDSCAPING

PART 1 GENERAL

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

1.2 SUMMARY

- 1. Section 02000-Include:
1. Topsoil
2. Organic Soil/soil
3. Fertilizer
4. Mulch
5. Staking Material/ Tree Wrap
6. Water
7. Geotextile Fabric
8. Edger
10. Soil
12. Plant Materials
13. Mulch/soil
14. Hydromulch

B. Related Sections:

- 1. Section 0210 - Site Clearing
2. Section 0220 - Earthwork
3. Section 0230 - Landscape Irrigation
4. Section 0270 - Landscape and Irrigation Maintenance

1.3 QUALITY ASSURANCE

- 1. Contractor Qualifications:
1. The Landscape Contractor shall have a primary place of business within one hundred fifty (150) miles of the project site.

- 2. The Landscape Contractor shall be a local ANA or ALCA certified landscape business capable of performing the work in a timely fashion.

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

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

- 5. References Standards:
1. ANSI Z90.1 - American Standard for Nursery Stock - current edition
2. American Sod Producers Association (ASPA) "Specifications for Turfgrass Seed Materials and Transporting/Installation"

- 3. Quality of Work Materials: The Contractor shall furnish all materials and perform all work in accordance with these specifications, drawings, and annotations provided by the Landscape Architect or Owner's Representative hereafter also referred to as Landscape Architect. The work shall include everything shown on the drawings and required by the specifications and anything which in the judgment of the Landscape Architect is needed for the proper planning or required by the specifications. The Contractor shall cooperate with the Landscape Architect to limit the number of substitutions in the drawings, details or specifications that cause omissions, omissions, or omissions that will not be used or workmanship to be allowed and the work may proceed in the most efficient and effective manner.

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

- 5. SUBSTITUTIONS:
1. Approval of Substitute: Do not proceed with ordering, purchase or delivery of materials prior to receipt of approved substitute. Substitutions 8 days from landscape architect or Owner.

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

- 3. Plant tags shall be submitted, packaged with a detailed list of materials, processed in this project, including Description, Manufacturer/Supplier, and Model.

- 4. Plant tags shall not be admitted, but remain attached to the plants until Final Acceptance. After Final Acceptance Contractor shall remove all plant tags.

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

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

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

- 4. Testing: Contractor shall perform and submit the following tests to the Landscape Architect prior to proceeding with soil preparation or installation of plant material:
1. Submit soil test for nitrogen, phosphorus and potassium (NPK) (topsoil or unamended). Test shall include all metals and micronutrients, organic matter, and amendment recommendations from the testing laboratory. Each test shall be taken from at least three (3) sample locations to provide an accurate cross section of the soils. The Landscape Architect may require additional testing if any significant discrepancies are shown by the tests.

- 2. Submit soil test for Organic Amendment. Test shall include all metals and micronutrients, organic matter, and carbon nitrogen ratio.

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

- 15. PROTECTION
A. Before commencing work, all trees and shrubs that are to be saved must be protected from damage by the placement of snow fencing for visibility or some other suitable protective procedure approved by the Landscape Architect. No work may begin until this requirement is fulfilled.

- B. In order to avoid damage to roots, bark and/or trunks, no truck or other equipment shall be driven or parked within the protection zone or within the tree height zone or a covered parking area or traffic lane.

- C. The Contractor shall use any and all precautionary measures when performing work around trees, shrubs, perennials, utilities and any other features either existing or previously installed under this Contract.

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

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

- 17. RIGHT OF REJECTION
A. The Landscape Architect reserves the right to reject at any time or place prior to Final Acceptance all plant materials, which in the Landscape Architect's opinion are of inadequate or inferior quality or quantity for quality, grade and variety, but other requirements are not waived even though visual inspection meets in appearance. Plants may be inspected where available; however, inspection at the site shall not constitute approval. Plants shall be kept dry and in effectiveness until such time as Final Acceptance. Rejected materials shall be removed from the site within 24 hours.

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

1.8 MAINTENANCE OPERATIONS BEFORE FINAL ACCEPTANCE

- A. Plant care shall begin immediately after each plant is satisfactorily installed and shall continue throughout the life of the contract until Final Acceptance of the project or for the minimum term listed in the following instructions, whichever is longer.
B. Trees and Shrubs: Maintenance shall include, but not be limited to, replacing mulch that has been displaced by erosion or other means, watering and refreshing water (irrigate or trickle, maintaining stakes and gullys, watering when needed or directed, and performing any other work required to keep the plants in healthy condition.
C. Sod: Maintain for at least 30 days after the date of installation, and longer, as may be required for acceptable establishment.
1. At the end of the 30-day maintenance period, fertilize new sod areas with 1 pound of actual nitrogen per 1000 square feet of sod area.
2. Maintain area and assist in watering, fertilizing, weeding, mowing, pruning, and other operations such as irrigating, repgrading and repgrading as required to establish grasses, lawns or other base areas. Provide protection against disease and insect damage.
D. Seeded Areas: For not less than 30 days, after the date of installation, and longer as may be necessary for acceptable erosion control and seed germination and emergence.
1. Maintain seeded areas by watering, controlling weed growth, repgrading, regrading and raking/rolling as required to ensure that seeded areas are in vigorous growing condition and free of erosion areas.
E. Annual, Perennial and Groundcover Beds: Maintain by watering, controlling weed growth, repgrading, re-making, fertilizing, and controlling pests as required to ensure vigorous growth and erosion control.
F. Contractor shall remove and replace all dead, defective and/or rejected plants as required before Final Acceptance.
G. One week month, for the first year of operation following Final Acceptance, provide on-site consultation with Owner's operating personnel. This shall include up to 4 hours time per month.

1.9 WARRANTY

- A. The condition of all new plant materials is the responsibility of the Contractor until final acceptance. Any replacement of plant materials that may be necessary shall be at the expense of the Contractor.
B. Warranty for the following live material, for the specified period after the date of Final Acceptance. Unless noted otherwise on the plan:
1. Trees, Shrubs, Vines, Groundcovers and Perennials: Warranty for a period of one (1) year from the date of Final Acceptance, against defects including death and unsatisfactory growth.
2. Seeded Areas: Warranty for a period of one (1) year after the date of Final Acceptance.
a. The seeded areas must have healthy uniform grass growth, with no bare spots greater than one square foot, or exceeding 3% of any seeded area.
b. The seeded areas shall have no major settlement or become waterlogged in wetted swales. Should settlement occur, it shall be compacted within 30 days and reseed affected areas.
3. Sodded Areas: Warranty for a period of one (1) year after the date of Final Acceptance.
a. The sodded areas must have healthy uniform grass growth, with no bare spots greater than two square inches.
b. The sodded areas shall have no major settlement or become waterlogged in wetted swales. Should settlement occur, it shall be compacted within 30 days and reseed affected areas.
4. Annually: Warranty for a period coinciding with their normal growing season.

- C. Edger: Edger shall be 4 inch deep, 18 inch thickness, interlocking steel edger, painted green with a mandrel, not flat top, stamped with metal studs sufficiently to hold in place, and installed per manufacturer's recommendations. Use Herson or approved equivalent. Submit manufacturer's product data or approval.
2.10. SOD
A. Sod shall be a quality grown, certified blend, complying with applicable local and Federal regulations and complying with ASPA "Specifications for Turfgrass Seed Materials and Transporting/Installation". See plan for seed mixture and rates. The sod shall have a vigorous and healthy root system and top growth and shall have been regularly fertilized, weeded, mowed, sprayed and shall not be from objectionable weeds and/or grasses. Sod strip shall have from 5000 inch minimum to one-inch maximum thickness of soil adhering to root system, cut into strips 16 inches maximum width by 4-inch minimum height. Sod shall be spaced out, or sod with sod, which breaks, tears or crumbles away will not be accepted. Sod cut for more than 30 hours will not be accepted. Sod shall be kept moist, protected from sun, heat and wind in transport and after delivery. Prior to cutting, the sod shall be evenly mowed to a 3/8-inch length of leaf or less and not more than 1/4 inch thick.
2.11. SEED
A. Seed Materials shall be purchased from a reputable seed dealer complying with requirements specified. Each seed type shall be appropriate for the growing medium in which it is used. See plan for seed mixture and rates. Seed Mix shall be free from all objectionable weeds and/or grasses. Seed mix shall be free from 5000 inch minimum to one-inch maximum thickness of soil adhering to root system, cut into strips 16 inches maximum width by 4-inch minimum height. Sod shall be spaced out, or sod with sod, which breaks, tears or crumbles away will not be accepted. Sod cut for more than 30 hours will not be accepted. Sod shall be kept moist, protected from sun, heat and wind in transport and after delivery. Prior to cutting, the sod shall be evenly mowed to a 3/8-inch length of leaf or less and not more than 1/4 inch thick.
2.12. EROSION CONTROL FABRIC
A. Erosion control fabric shall be a single or double knit woven in a photodegradable plastic monomer woven with steel wire staples 8 inches long. Install per manufacturer's instructions. Use Oculite Super knit blankets by American Erosion Control or approved equal.
2.13. PLANT MATERIALS
A. All Plants: Shall be the species sub-species or cultivar designation on the drawings. No substitutions will be accepted without prior written approval of the Landscape Architect. All plants shall meet or exceed the code of the standards currently written by the "Colorado Nursery Act" and established by the American Association of Nurserymen as well as the ANSI Z90.1 "American Standard for Nursery Stock". latest version, but approved to meet the following additional requirements:
1. Unless specifically noted otherwise, all plants shall be of selected specimen quality, exceptionally heavy, symmetrical, highly bushy, and in flower or in bud in development and appearance as to location in form, number of branches, compactness and symmetry. All plants shall have a normal habit of growth, and be free from any disease, pest infestation or insect damage.
2. Plants shall be free of disease, insect pests, eggs or larvae.
3. Plants shall not be pruned before delivery.
4. All plants shall have been grown under dramatic conditions similar to those in the locality of the site of the project under construction or have been acclimated to such conditions for at least two (2) years.
5. All plants designated leaf and burrless (BAB) must be moved with the root systems as solid units with bags of earth firmly wrapped with burlap plastic light and secure with hemp twine and a wire basket that has been fastened to the ball. The diameter and depth of the balls of earth must be sufficient to encompass the fibrous root feeding systems necessary for the healthy development of the plant and comply with ANSI Z90.1. No burlap shall be accepted when the ball of earth surrounding the roots has become completely or partially broken or during the process of delivery. All plants not cannot be damaged as once must be handled by setting in the ground and covering the balls with soil or mulch and then watering. Mulch and/or twine made from holly is preferable to synthetic fibers such as nylon.
B. Deciduous Shade and Ornamental Trees: Provide BAB trees of sizes listed on the plans. Sizes indicate minimum height or caliper. All deciduous shade and ornamental trees shall have full, well-shaped canopies.
1. Trees with abrasion of the bark, sunscald, disfiguring knots or fresh cuts of limbs over one inch (1") which have not completely calloused out shall be rejected.
2. The trunk of each tree shall be a single trunk growing from a single unimulated crown of roots, unless specified as "dumb form".
3. Deciduous Shrubs: Provide shrubs of sizes listed on the plans. Sizes indicate minimum container size, height or spread as indicated. The size in square shall be used for spreading shrubs and height for more upright types or shrubs shall have less than minimum number of canes required by ANSI Z90.1.
1. The thickness of each shrub shall correspond to the trade designation "No. 1", single stemmed or thin three stems that do not diverge. The side branches must be green, well-twigged, and the plant as a whole well-branched to the ground. The shrubs must be compact, free from disease, insect, fungus or other pest or branch injury.
2. Evergreen Shrubs: Provide shrubs of sizes listed on the plans. Sizes indicate minimum container size, height or spread as indicated. The size in square shall be used for spreading and spreading-type shrubs and height for other types, such as globe, dwarf and weeping types. The thickness of each shrub shall correspond to the trade designation "No. 1", single stemmed or thin three stems that do not diverge. The side branches must be green, well-twigged, and the plant as a whole well-branched to the ground. The shrubs must be compact, free from disease, insect, fungus or other pest or branch injury.
E. Evergreen Trees: Provide evergreen trees of sizes listed on the plans. Sizes indicate minimum height. All evergreen trees shall be unimulated and full to the ground.
1. Privet ball and buffed (BAB) or mechanical, scab-free evergreen trees.
2. All cultivated evergreen trees shall have a minimum total to trunk caliper ratio of 10 to 1 in inches of total ball diameter per each one inch of trunk caliper and comply with ANSI Z90.1.
2.14. MINERAL ENRICHMENT
A. Pre-mixed Fertilizer: Shall be "Turflon" as manufactured by Blanco Company or approved substitution. Apply as per manufacturer's recommendations for seed coating.
PART 3 EXECUTION
1. Site Excavation and Storage
See Site Excavation 2200 section 3.00 Topsoil Excavation
2. WEED BARRIER FABRIC
A. The weed barrier fabric shall be placed over the soil in all planting areas not to be seeded or sodded, or mulched beds that have an organic material. The mat shall be secured in place by soil pins per the details.

3.1 TOPSOIL PLACEMENT

- A. Work Included: Place stockpiled or imported topsoil in landscaped areas and to a minimum depth of 6" unless noted otherwise on the plan or specified otherwise herein.
B. Area: All color-coded areas within the limit of contract, except surfaces occupied by buildings and structures, paving, and except areas indicated as undisturbed, shall be topsoiled.
C. Preparation: Disk, drag, harrow or hand rake substrate to a minimum depth of three inches (3") to provide loose topsoil.

- D. Placement of Topsoil: Place no topsoil until subgrade has been approved. Follow planting layout (also subgrade surface grade of channels, berms, etc.). Compact topsoil to firm surface with minimum depth as defined in the notes. If there is any discrepancy the plan will have precedence over the notes and the notes over the plan. Topsoil shall be placed so that after final settlement of the plan will be within 1/8" of the existing ground and the surface will conform to the elevations shown on the drawings. Contractor to maintain surface and place any additional topsoil necessary to replace that eroded in Final Acceptance.
E. Topsoil which must be transported across finished walks, shall be delivered in such a manner that no damage will be done to the walks. The Contractor shall be responsible for the repair of such damage.

3.2 FINISH AND FINE GRADING

- A. Positive Surface Drainage: The Contractor shall finish and fine grade the project area to establish an even and well-drained grade over the entire surface. Positive surface drainage shall be assured, and there shall be no depressions, subsequent settling or irregularities in the finished grade.
B. Transitional Areas: At any transitional point or line where one plane intersects another, such as from a sloping area to a flat area, provide a smooth and gentle transition shall be made. There shall be no abrupt changes in grade unless specifically noted otherwise. There shall also be a smooth transition between existing turf and new turf.

3.3 AMENDMENTS FOR SOIL PREPARATION

- A. Soil Preparation: Schedule of soil mixes and soil amending for various impact areas are listed below for listing purposes only. Final amendment schedule shall be determined by the Landscape Architect based on soils tests per the Landscape Architect (see 02000, 1.4, D, 1).

- 1. Permanently Seeded Areas of Driveway, Riparian & Wetland Basins: Provide no less than the following quantities of specified amendment materials:
Organic Soil Amendment: 4 cubic yards per 1000 sq. ft.
Commercial Fertilizer (20-10-10): 2 lbs. per 1000 sq. ft.
Superphosphate (20% P2O5): 10 lbs. per 1000 sq. ft.
Peatmoss, add 1.5 lbs actual 800 g 1000 sq. ft.
Invo add 0.5 lbs actual Fe per 1000 sq. ft.

- 2. Sodded and Permanently Seeded Areas of Borders & Feature Basins: Provide no less than the following quantities of specified amendment materials. Other types of soil or seed refer to supplier recommendations.
Organic Soil Amendment: 4 cubic yards per 1000 sq. ft.
Commercial Fertilizer (20-10-10): 10 lbs. per 1000 sq. ft.
Superphosphate (20% P2O5): 10 lbs. per 1000 sq. ft.
Invo add 1.0 lbs actual 800 g 1000 sq. ft.
Invo add 0.5 lbs actual Fe per 1000 sq. ft.

- 3. Shrub, Groundcover and Annual/Perennial Beds: Provide no less than the following quantities of specified amendment materials. Other types of soil or seed refer to supplier recommendations.
Organic Soil Amendment: 4 cubic yards per 1000 sq. ft.
Commercial Fertilizer (20-10-10): 10 lbs. per 1000 sq. ft.
Superphosphate (20% P2O5): 10 lbs. per 1000 sq. ft.
Peatmoss, add 1.5 lbs actual 800 g 1000 sq. ft.
Invo add 0.5 lbs actual Fe per 1000 sq. ft.

- 4. Bedcut for lower portion of tree and shrubs in bed below of adjacent amended top soil (per ANSI Z90.1) shall be as follows:
Planting Pit Excavated Soil: 3/4 cu. yd.
Backfill: One 2-cu yd bag of perlite for each 12 inch of tree trunk caliper and one bag per 12 inches height or spread, whichever is greater, of each shrub.

3.4 SOIL PREPARATION

- A. The Contractor shall complete finished grading of all landscaped areas.
B. Sodded/Seeded Areas: Spread specified amendment materials evenly over entire area and thoroughly incorporate by mixing before placing, mounding or laying during final "top" to the full depth of topsoil. The area shall then be raked and rolled receiving all organic wastes, rocks, sticks, roots and debris. The soil surface shall be smooth, loose and of the texture, staying one inch below all paving grades.
C. Shrub, Groundcover and Annual/Perennial Beds: Spread specified amendment materials evenly over bed and areas immediately surrounding by mixing before placing, mounding or laying during final "top" to the full depth of topsoil. The area shall then be raked and rolled receiving all organic wastes, rocks, sticks, roots and debris. The soil surface shall be smooth and loose and of the texture, staying one inch below all paving grades.

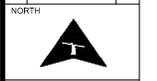
- D. Weeding agents shall be incorporated with other amendment material at all dry days per manufacturer's recommendations. Use in seeded areas, areas to be seeded.
E. Treats areas to specified condition if needed or otherwise dictated after the grading and prior to planting.
2. TREE AND SHRUB PLANTING OPERATIONS
A. Scheduling: Planting operations shall be performed at a steady rate of work unless weather conditions make it impossible to work. No job order shall be altered in force or ground.
B. Soil Conditions:
1. If rock or other underground obstruction is encountered, the Landscape Architect may require plant pits to be relocated, the pits enlarged or the plants located from the contract.
2. Plant Pit Draining: If random tree/bush holes (minimum 20") throughout the site but in particular in plant pits near the building, fill with water and allow for leachback (24 hours). At the end of leachback (24 hours), check back for drainage of water. Roll the water and inspect again at leachback (24 hours). If the water has not percolated completely into soil, contact Landscape Architect for additional measures to insure proper drainage.
C. Delivery and Storage: Plants transported to the project in open vehicles shall be covered with tarps or other suitable covers securely fastened to the body of the vehicle to prevent injury to the plants. Clean vehicles shall be adequately cleaned to prevent overloading of plants. Evidence of inadequate protection following shipping, overloading or use of transport or improper handling or storage shall be cause for rejection. All plants shall be kept moist, cool, and protected. Such protective shall encompass the entire period during which the plants are in transit, being handled, or in an temporary storage.
D. Planting:
1. Planting Pits: holes for trees shall be at least two times the diameter of the root system. Holes for shrubs, perennials and vines shall be at least twice inches (12") greater in diameter than the spread of the root system.
2. Plants shall be planted in the center of the holes and at the depth shown on the drawings. Do not rock or bank much to raise roots to tree holes.
3. Root Systems: BAB plants shall be planted with root balls intact and uncut. After being placed in the pit, all BAB plant material shall have all contained material from the trunk and sides of root ball that is not 100% hemp. This includes the wire basket and nylon twine. After backfilling and amending the lower 20% of the pit remove the remaining twine or twine from the top 20% of the root ball as well as the twine. If the plant is in a plastic pot in a fiber liner, remove the fiber liner before placing the plant in the pit. Container grown plants shall have root mass evenly on all sides prior to planting to plants into the growing root bed.
4. Bedcut: Place specified amendment ball in maximum 18-inch (18") layers and then water each layer to settle the soil below the mat layer to settle. Mat shall be tightly tamped under the layers and the water should be kept until it infiltrates fully after setting (no mechanical compaction will be allowed).
5. Sizing: A sizer shall be provided around each plant as shown on the drawings and all success not mulched beds shall be mulched with specified mat to a depth of three inches (3").
6. Weeding: Plants shall be weeded with water within the first twenty-four hours after planting. Water shall be applied to keep plants to soak in thoroughly without dripping soil.
1. Pruning: Prune, thin out, and shape trees and shrubs after planting in accordance with good horticultural practice. Prune trees and shrubs in a way that retains their spread and natural character (do not cut top or live trees).
2. Remove only insect or dead branches from flowering trees.
2. Remove and reduce unneeded pruned or misshapen stock resulting from improper pruning.
F. Ongoing Weeding and Watering:
1. Guy and stake trees immediately after planting, as shown on planting lists.
2. Weep deciduous tree trunks per planting details after three to ten days. Before weeping, Landscape Architect to inspect tree trunks for injury, improper pruning, and insect infestation. Landscape Contractor shall remove all weeping by May 2.
3. WEED BARRIER FABRIC
A. The weed barrier fabric shall be placed over the soil in all planting areas not to be seeded or sodded, or mulched beds that have an organic material. The mat shall be secured in place by soil pins per the details.



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Dwyer Farms Subdivision, Phase II
PROGRESS DOCUMENTS NOT FOR CONSTRUCTION
EDGERTON, KANSAS

Table with 2 columns: REVISION, DESCRIPTION. Contains revision details for the drawing.



PROJECT #: 2401-0009
CHECKED BY: KML
DRAWN BY: KML
DATE: 05-22-2024

SHEET # 67
TOTAL SHEETS 92

City Council Action Item

Council Meeting Date: July 25, 2024

Department: Community Development

Agenda Item: Consider Application PUD2024-0101, Final PUD Plan/Plat for Dwyer Farms, Phase 2, located southwest of the intersection of Braun Street/207th Street and W. 8th Street/Edgerton Road, Edgerton, Kansas.

Background/Description of Item:

Rausch Coleman Homes submitted Application PUD2024-0101, for a Final PUD Plan/Plat of Dwyer Farms, Phase 2 at the southwest corner of Braun Street/ 207th Street and 8th Street/Edgerton Road. This proposal is the second phase of a phased development of single-family homes that will include 275 residences when completed. This phase includes 105 single-family residential lots and one (1) common tract on 23.80± acres, equating to a net density of 4.41 units per acre. The common tract will all be owned and maintained by the Homeowner's Association and will be used for landscaping and a subdivision monument sign.

Included with this Final PUD Plan/Plat application is the request to accept the dedication of land for public use for Utility Easements (U/E), Drainage Easements (D/E), Ingress-Egress Easements (I/E.E), Sanitary Sewer Easements (S/E) and public street right-of-way for Braun Street/W. 207th Street, as well as the road network on the interior of the development.

The subject 23.80± acre parcel of land was annexed into the City of Edgerton in April 2022, and was subsequently rezoned to the PUD District (ZA2022-01) in August 2022. The Conceptual PUD Plan was also approved by the Governing Body in August 2022 with Ordinance 2114 (attached), and this Final PUD Plan/Plat is consistent with the previously approved Conceptual PUD (PUD2022-01).

The Planning Commission voted to recommend approval of PUD2024-0101, the Final PUD Plan/Plat for Dwyer Farms, Phase 2 at their July 9, 2024 meeting.

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

Related Ordinance(s) or Statue(s): K.S.A. 12-741, K.S.A 12-749, K.S.A. 12-752.

Funding Source: N/A

Budget Allocated: N/A

Finance Director Approval: N/A

Recommendation: Approve Application PUD2024-0101, Final PUD Plan/Plat for Dwyer Farms, Phase 2, located southwest of the intersection of Braun/207th Street and 8th Street/Edgerton Road, Edgerton, Kansas.

Enclosed:

- Ordinance 2114, approving PUD2022-01.
- PUD2024-0101 Planning Commission Packet from July 9, 2024 Meeting
- Excerpt of July 9, 2024 Planning Commission Meeting Draft Minutes – PUD2024-0101 portion only.

Prepared by: Zachary Moore, Development Services Director

ORDINANCE NO. 2114

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

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

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

WHEREAS, the Zoning Administrator and the Planning Commission of the City of Edgerton, Kansas received a request for approval of a Conceptual Plan from Jesse Fulcher, applicant representative for the owners, Dennis L. Dwyer, Vickie J. Dwyer, David L. Dwyer and Kendra L. Dwyer, and developer, Rausch Coleman Homes, for a parcel of land totaling approximately 80.4 acres, generally located at the southwest corner of 207th Street/Braun Street and 8th Street/Edgerton Road in Edgerton, Kansas along with the required Planned Unit Development fees; and

WHEREAS, a public hearing was noticed and held in front of the Planning Commission on July 12, 2022, as required by the Uniform Development Code; and

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

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

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

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

The North Half of the Northeast Quarter of Section 13, Township 15 South, Range 21 East, Johnson County, Kansas, EXCEPT that part described as follows:

All that part of the Northeast Quarter of Section 13, Township 15, Range 21, Johnson County, Kansas, more particularly described as follows:

Beginning at a point on the East line of said Northeast $\frac{1}{4}$ of said Section 13 and 376.40 feet South of the Northeast corner thereof; thence West a distance of 35.00 feet; thence South parallel to the East line of said Northeast $\frac{1}{4}$ a distance of 200 feet; thence

East a distance of 35.00 feet; thence North along the East line of said Northeast ¼ a distance of 200.00 feet to the point of beginning, all subject to that part thereof dedicated for existing public road right-of-way containing 0.161 acres, including 0.092 acres, more or less, of existing public road right-of-way and 0.069 acres, more or less, of new right-of-way.

Section 2. The above approval for the Concept Plan for Planned Unit Development is expressly conditioned on the following:

- a) Compliance with the stipulations stated in the Planning Commission Staff Reports for Application PUD2022-01.
- b) Adherence to the requirements outlined in the Development Agreement for this parcel as mutually agreed to by the Developer and the City.
- c) The submission and approval of a Final Plan and Final Plat as required by section 6.4 of the Unified Development Code.
- d) Strict adherence to all requirements of Article 6 of the Edgerton Unified Development Code, the remainder of the Unified Development Code, city ordinances and regulations.

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

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

ADOPTED BY THE GOVERNING BODY AND APPROVED BY THE MAYOR OF THE CITY OF EDGERTON, KANSAS ON THE 11th DAY OF AUGUST, 2022.

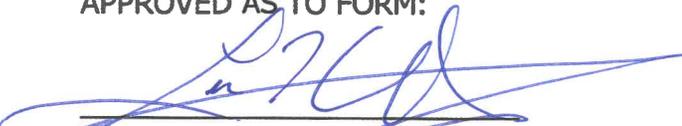
CITY OF EDGERTON, KANSAS

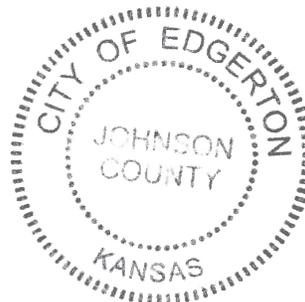
By: 
Donald Roberts, Mayor

ATTEST:


Christopher Clinton, Deputy City Clerk

APPROVED AS TO FORM:


Lee Hendricks, City Attorney



DWYER FARMS, PHASE II

Application PUD2024-0101

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

QUICK FACTS

PROJECT SUMMARY AND REQUESTED APPROVALS

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

Owner and Applicant

Josh Carson, Agent of
ARG Land Holdings, LLC

Existing Zoning and Land Use

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

Parcel Size

23.80± acres

Staff Report Prepared by

Chris Clinton



BACKGROUND

1. Proposal

The Applicant, ARG Land Holdings, LLC, a subsidiary of Rausch Coleman Homes, has submitted a Final PUD Plan and Plat for a 23.80-acre parcel of land at the southwest corner of 8th Street/Edgerton Road and Braun Street/207th Street. This is the second phase of the subdivision of Dwyer Farms, which overall will consist of 275 single-family homes. Article VI of the UDC, Section 6.2, requires that the Planning Commission review the Final Development Plan and Plat prior to the Governing Body's review and consideration. This application does not require a public hearing.

2. Subject Site

The subject property was annexed into the City of Edgerton on April 14, 2022 and was later zoned to the PUD (Planned Unit Development) on August 11, 2022 under the terms and conditions of Ordinance 2113. Also on August 11, 2022, the Governing Body of Edgerton approved the Conceptual Plan for the Dwyer Farms Planned Unit Development (PUD2022-01), which this Final PUD Plan/Plat is consistent with. This proposal is the second development proposal on the subject property that the City has received. The first phase of the development was approved by the Planning Commission on June 13, 2023. That development is still on going.

3. Lots and Tracts

The applicant is proposing 105 single-family residential lots and one (1) common tract. The lots in this phase will range from 6,000 square feet to 10,707 square feet, with an average lot size of 7,428 square feet. The proposed tract, Tract A, will be used for monument signage for the subdivision and will be maintained by the Homeowners' Association (HOA).

PUD REVIEW

1. Standards for Planned Unit Developments

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

- a. **Comprehensive Plan:** The UDC requires the proposed development to conform with the objectives of the Comprehensive Plan of Edgerton. The proposal of a 105-lot phase of a subdivision directly aligns with the Future Land Use Map designation of the property as 'Low-to-Medium Density Residential.' The proposal also aligns with many goals, policies, and action items in the Comprehensive Plan. Those goals, policies, and action items include, but are not limited to:
 - a. **Goal 2.4:** *"Coordinate land use planning with transportation and other public investments."*
 - i. Policy 2.4.1: *"Limit the use of cul-de-sacs and dead-end streets to promote connectivity when approving new development."*
 - ii. Policy 2.4.2: *"Promote new development to include collector streets to help with circulation within and into the site."*
 - b. **Goal 4.1:** *"Increase housing diversity in Edgerton."*
 - c. **Goal 4.2:** *"Promote best practices for all proposed residential development."*
 - i. Policy 4.2.3: *"Plan for appropriate infrastructure to support development."*

Figure 1 Future Land Use Map

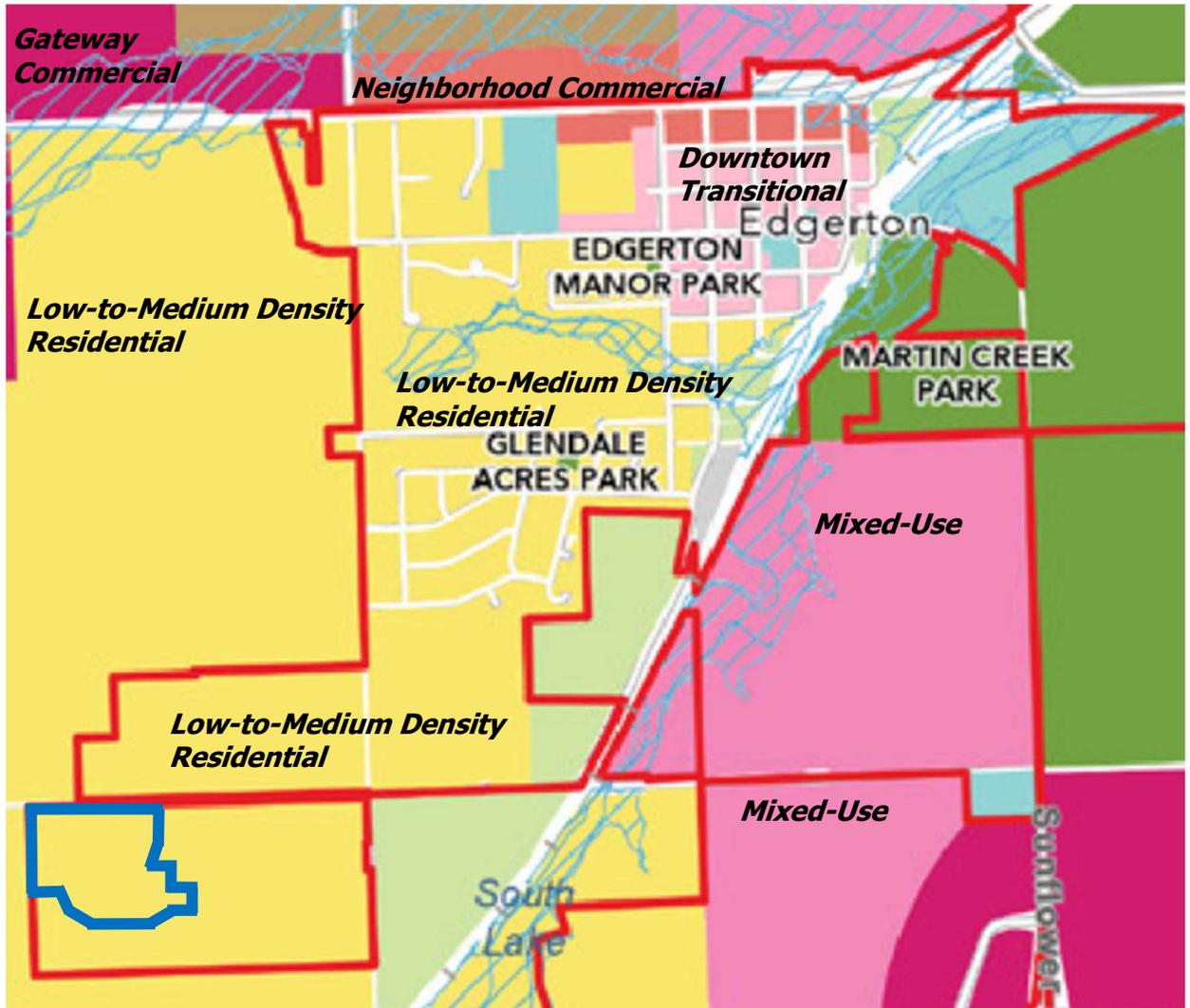


Figure 1 – Subject Property Outlined in Blue

- b. **Compatibility:** The proposed use of single-family homes and associated open space is compatible with the surrounding development, as is required by the UDC, and will not have a detrimental influence on the surrounding properties.
- c. **Net Density:** Table 1 below shows the net density of the Conceptual PUD (PUD2022-01) as approved by the Governing Body and how it relates to Phases I & II of the Dwyer Farms development. The densities, measured in dwelling units per acre (du/ac), of Phases I and II combined is consistent with the approved Conceptual Plan.

Table 1

Conceptual PUD (PUD2022-01)	Phase I (PUD2023-01)	Phase II (PUD2024-0101)	Phases I & II Combined
3.42 du/ac	2.61 du/ac	4.41 du/ac	3.33 du/acre

- d. **Site Ownership:** The UDC requires the site be under single ownership or unified control. The subject 23.80± acres of land is under one common ownership.
- e. **Space Between Buildings:** A reduction in the minimum separation between single-family detached dwelling units from 16 feet to 10 feet was approved with the Conceptual PUD Plan (PUD2022-01), with the stipulation that fire-rated materials be used during construction. The applicant has not changed this request and a stipulation requiring fire-rated construction materials has been added as a stipulation to staff’s recommendation.
- f. **Yards:** The following lot sizes and setbacks were approved in PUD Conceptual Plan PUD2022-01 and will apply as the minimum district standards for development subject to Ordinance 2113:

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

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

- g. **Parking Standards:** Adequate parking will be provided for each single-family home constructed in this phase, as each home will have a two- or three-car garage, and two spaces in the driveway. This is consistent with what was approved with the Conceptual PUD Plan (PUD2022-01)
- h. **Traffic:** The applicant provided a Traffic Impact Study (TIS) with their Conceptual PUD Plan (PUD2022-01), which identified that no turn lanes into the site would be warranted with the development of this subdivision. Each lot in this subdivision will have direct access to a public street on the interior of the development, and no lot will have direct vehicular access to either 8th Street or Braun Street. The road network internal to the site will provide access to both 8th Street and Braun Street, and there will be two (2) street stubs internal to the site, that will provide connections to future phases. There is an additional street stub that terminates the proposed 208th Street at the property line. Another development to the west could connect to this stub if that developer chooses to do so.

DEVELOPMENT STANDARDS

1. Landscape Plan and Signage

The applicant has provided a landscape plan, as is required by the Unified Development Code (UDC). Each proposed lot has one tree proposed in the front yard and each of the internal tracts are lined with deciduous trees. Braun Street will have trees planted where residential lots are adjacent to the right-of-way. The monument sign was approved earlier in 2024 by the Planning Commission as part of application PUD2024-0100. As part of the approval of that

application, it was stipulated that a landscape plan must be provided and approved by the Zoning Administrator. The landscape was provided and has been approved.

2. Sidewalk, Paths, and Cycle Trails

A sidewalk will be provided on one side of all internal public streets by the developer and a sidewalk will be constructed by the City on the south side of Braun Street, which the applicant has agreed to dedicate right-of-way for. The size and location of the sidewalks along Braun Street are to be determined by the City in the future.

3. Housing Styles

In the PUD Conceptual Plan PUD2023-01, the applicant provided five (5) models that could be used as possible floorplans for buyers to select from. The applicant has not provided any floorplans for this phase. The floorplans must be provided prior to the approval of the Final Plat and certification of the Zoning Administrator.

4. Stormwater

The applicant has submitted a stormwater study that has been reviewed. The City Engineer is requiring a resubmittal of the stormwater study as there is conflicting information in the report. The stormwater study must be approved prior to the Final Plat being certified by the Zoning Administrator.

5. Public Infrastructure

Plans have been submitted for public infrastructure. The City Engineer has been working with the applicant to ensure that all City standards are met. All comments and details must be approved by the City prior to the start of any public infrastructure construction.

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

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

NOTICE OF CITY CODES AND PERMITS

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

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

DOCUMENTS INCLUDED IN PACKET

Sheet #	Title	Date on Document
Application	Application for PUD2024-0101	April 23, 2024
1	Final Plat - Dwyer Farms, Unit 1	June 2024
2	Sheet 3 – Site Plan	June 26, 2024
3	Sheet 4 – Utility Plan	June 26, 2024
4	Sheet 20 – Grading Plan	June 26, 2024
5	Sheet 21 – Grading Plan	June 26, 2024
6	Sheet 65 – Landscape Plan	May 22, 2024
7	Sheet 66 – Landscape Plan	May 22, 2024
8	Sheet 67 – Landscape Plan	May 22, 2024
9	Sheet 68 – Landscape Plan	May 22, 2024

STAFF RECOMMENDATION

Staff recommends approval of PUD Final Plan/Plat **Application PUD2024-0101** for *Dwyer Farms, Phase II*, as submitted, subject to the following stipulations:

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

Note: For Application PUD2024-0101 the Planning Commission will be recommending either approval or denial of the application to the Governing Body. If the Planning Commission recommends approval, the Application will be presented to the Governing Body on July 25, 2024.



NAME OF PLANNED UNIT DEVELOPMENT (PUD): Dwyer Farms, Phase II

LOCATION OR ADDRESS OF SUBJECT PROPERTY: Sec 13 - T15S - R21E

ASSOCIATED PUD CONCEPTUAL PLAN APPLICATION: PUD2024-01

CURRENT SITE OWNERSHIP: Josh Carson - Manager PHONE: 479-455-9090

COMPANY: ARG Land Holdings, LLC EMAIL: josh.carson@rch.com

MAILING ADDRESS: 4058 N. College Ave., Ste. 300, Fayetteville, AR 72704
Street City State Zip

PROPOSED SITE OWNERSHIP: _____ PHONE: _____

COMPANY: _____ EMAIL: _____

MAILING ADDRESS: _____
Street City State Zip

ENGINEER/ARCHITECT'S NAME(S): Lee Ryherd PHONE: 913-444-9615

COMPANY: SMH Consultants EMAIL: lryherd@smhconsultants.com

MAILING ADDRESS: 5201 Johnson Drive, Suite 405 Mission, KS 66205
Street City State Zip

SIGNATURE OF OWNER OR AGENT:  _____
A6941A3A7D68490...

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

FOR OFFICE USE ONLY

Case No.: PUD-_____ Amount Paid: _____ Date Paid: _____ Receipt #: _____

Planning Commission Meeting Date: _____ Council Meeting Date: _____

Received By: _____

PUD INSTRUCTIONS

Approval of a Planned Unit Development proposal shall follow the procedures used for a change to the official zoning map as outlined in Article 9 of the Unified Development Code of the City of Edgerton (UDC) – Land Use Determination Procedures.

SUBMITTAL DEADLINE: The applicant shall submit an application at least forty-nine (49) calendar days prior to the meeting.

PUD Final Application Checklist

The PUD application will not be considered complete until all of the following items have been received.

- Completed PUD application with the associated fees:
 - Final Plan/Final Plat Fee - \$300 plus \$5.00 per lot
 - If special planning, engineering, architectural or other consultants must be retained by the City for review of the proposed Planned Unit Development, the petitioner shall be so notified, and all costs for said consultants expended by the City - not covered by the filing fee - shall be reimbursed by the petitioner.

- Legal Description – a word document containing the legal description of the property will be submitted with an electronic copy of the Conceptual Plan.

- A Final Plan and Final Plat submitted in accordance with Article 6 of the UDC – Planned Unit Development District, shall include the following:
 - 1. Accurate legal description of:
 - a) The entire area under immediate development within the planned development.
 - b) Each separate unsubdivided use area, including common open space.

 - 2. Planned Unit Development Plat of all lands which are part of the Final Plat being submitted and which meets all the requirements for a Final Plat as outlined in UDC Article 13 – Subdivision Approval Procedures

 - 3. Designation of the location of the building pads, or areas, or setback lines or setback standards for all buildings to be constructed.

 - 4. Certificates, seals, and signatures required for the dedication of lands, and recording the document.

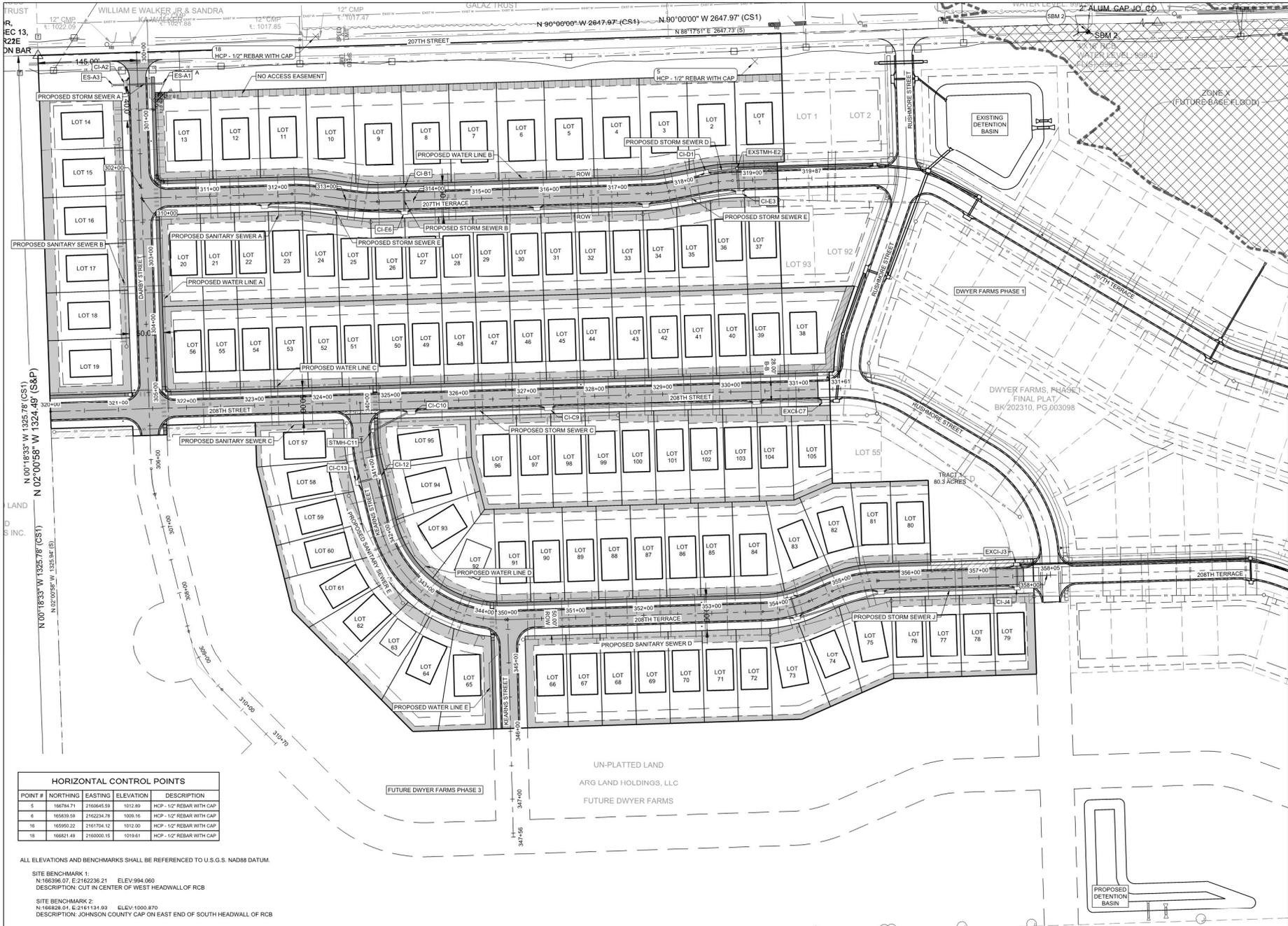
 - 5. Tabulation of separate unsubdivided use area including land area, number of buildings, number of dwelling units, and dwelling units per acre.

 - 6. Common Open Space Documents. All common open space shall be either conveyed a not-for-profit corporation or entity established for the purpose of benefiting the owners and residents of the Planned Unit Development, or retained by the developer with legally binding guarantees, in a form approved by the City Attorney, verifying that the common open space will permanently be preserved as open area. All land conveyed to a not-for-profit corporation or like entity shall be subject to the right of said corporation to impose a legally enforceable lien for maintenance and improvement of the common open space.

 - 7. Final Systems Plans. Final plans, with all required detail, shall be submitted, including:
 - a) Engineering plans showing how the site is to be serviced with sewer, water, well, and/or septic systems (as agreed to during the Preliminary Plat Stage).
 - b) Lighting plans.
 - c) Drainage and storm water retention and detention plans.
 - d) Road plans, including curbs and gutters, on-site/off-site signalization, acceleration, deceleration lanes, etc
 - e) Sidewalk, paths, and cycle trails.

 - 8. Landscape Plans showing the type and location of plant material, berms, and other aesthetic treatments.

- 9. **Public Facilities.** All on-site and/or off-site public facilities and improvements made necessary as a result of the Planned Unit Development shall be either constructed in advance of the approval of the Final Plat or subdivider's bond or approved letters of credit posted to guarantee construction of the required improvements. The subdivider's bond or approved letters of credit, payable to the City of Edgerton, shall be sufficient to cover the full cost of the improvements plus ten (10) percent. Detailed construction plans shall be submitted for all public facilities to be built.
- 10. **Construction Plans** shall be submitted for the design, construction, or installation of site amenities; including buildings, landscaping, lakes, and other site improvements.
- 11. **Construction Schedule.** A final construction schedule shall be submitted for that portion of the Planned Unit Development for which approval is being requested.
- 12. **Delinquent Taxes.** A certificate shall be furnished from the appropriate County official that no delinquent taxes exist and that all special assessments constituting a lien on the whole or any part of the property of the Planned Unit Development have been paid.
- 13. **Covenants.** Final agreements, provisions, or covenants which will govern the use, maintenance and continued protection of the Planned Unit Development shall be approved by the City and recorded at the same time as the Final Planned Unit Development Plat.



HORIZONTAL CONTROL POINTS				
POINT #	NORTHING	EASTING	ELEVATION	DESCRIPTION
5	166794.71	2166845.59	1012.85	HCP - 1/2" REBAR WITH CAP
6	165839.59	2162234.79	1009.16	HCP - 1/2" REBAR WITH CAP
16	165990.22	2161704.12	1012.00	HCP - 1/2" REBAR WITH CAP
18	166821.49	2160000.15	1019.61	HCP - 1/2" REBAR WITH CAP

ALL ELEVATIONS AND BENCHMARKS SHALL BE REFERENCED TO U.S.G.S. NAD88 DATUM.

SITE BENCHMARK 1:
 N:166396.07, E:2162236.21 ELEV:994.069
 DESCRIPTION: CUT IN CENTER OF WEST HEADWALL OF RCB

SITE BENCHMARK 2:
 N:166828.04, E:2161134.93 ELEV:1000.870
 DESCRIPTION: JOHNSON COUNTY CAP ON EAST END OF SOUTH HEADWALL OF RCB



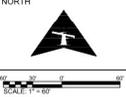
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 Colorado Springs, CO
 (719) 465-2145

DWYER FARMS SUBDIVISION, PHASE II
 CONSTRUCTION DOCUMENTS
 EDGERTON, KANSAS



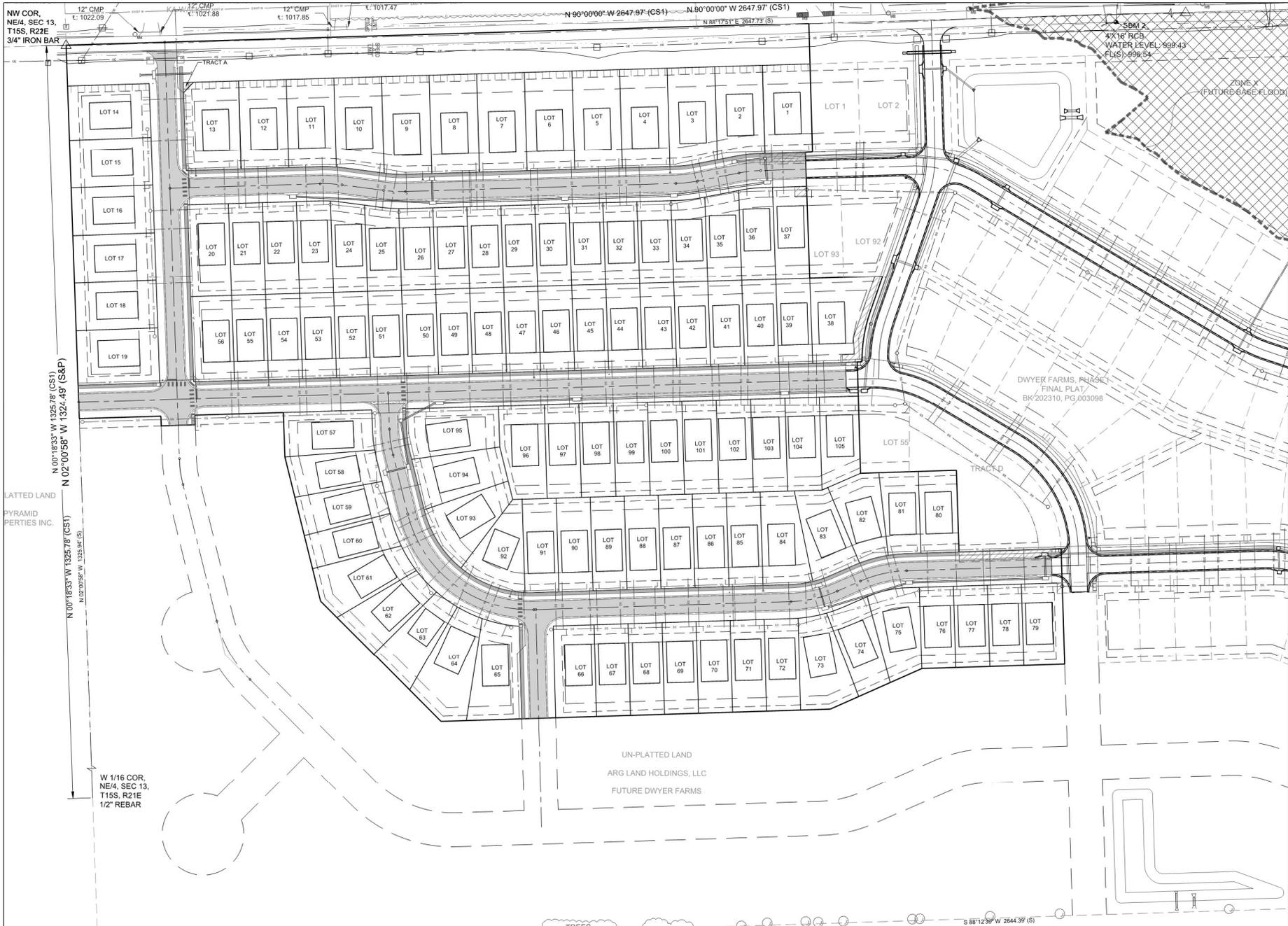
REVISION	DATE	DESCRIPTION
1	06/28/2024	FINAL PLAN



PROJECT # 2401-0009
 CHECKED BY: LJR
 DRAWN BY: JMT

DATE: 06-28-2024
 SHEET # **3**

TOTAL SHEETS 91



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(719) 465-2145

DWYER FARMS SUBDIVISION, PHASE II
CONSTRUCTION DOCUMENTS
EDGERTON, KANSAS



REVISION	DATE	DESCRIPTION



SCALE: 1" = 60'

PROJECT # 2401-0009
CHECKED BY: LJR
DRAWN BY: JMT

DATE: 06-28-2024

SHEET #

4

TOTAL SHEETS 91

OR.
SEC 13,
R22E
ION BAR

D LAND
MID
ES INC.

W 1/16 COR.
N 1/4, SEC 13,
T7S, R21E
1/2" REBAR



- COMPACTION AND MATERIAL GUIDELINES
1. IN THE EVENT THE BORROW AREA TO SUPPLY FILL MATERIAL TO THIS SITE IS OVER ONE ACRE, THE CONTRACTOR IS REQUIRED TO OBTAIN COVERAGE UNDER THE CONSTRUCTION STORMWATER GENERAL PERMIT THROUGH KDE FOR THAT BORROW SITE.
 2. ALL SOIL BROUGHT TO THE SITE AND IN SITU SHALL BE COMPACTED BY ROLLING WITH A SHEEPSFOOT ROLLER OR BY MECHANICAL TAMPING.
 3. THE SHEEPSFOOT ROLLER, WHEN FULLY LOADED, SHALL HAVE A LOAD ON EACH TAMPER FOOT NOT LESS THAN 200 POUNDS PER SQUARE INCH OF CROSS-SECTIONAL AREA.
 4. ENOUGH MOISTURE SHALL BE PRESENT IN THE SOIL TO OBTAIN A DENSITY EQUAL TO, OR GREATER THAN 90% OF MAXIMUM DENSITY AS DETERMINED BY THE STANDARD PROCTOR DENSITY TEST BEFORE PLACING THE NEXT LIFT. CONTRACTOR SHALL PROVIDE UP TO 5 STANDARD PROCTORS OF FILL MATERIAL FOR UTILIZATION BY THE CITY IN TESTING COMPACTION.
 5. ALL FILL MATERIAL SHALL BE APPROVED BY A LICENSED ENGINEER.
 6. ALL FILL MATERIAL SHALL HAVE ROCK NO LARGER THAN 3" DIAMETER. EACH LIFT SHALL CONSIST OF 12-INCH LOOSE LIFTS OR LESS PRIOR TO COMPACTION.
 7. THE CONTRACTOR IS RESPONSIBLE FOR ALL DENSITY TESTS AND PROCTOR INFORMATION FOR TESTING. ANY TEST REPORTS TAKEN FOR THE WEEK SHALL BE SUBMITTED TO THE OWNER AND THE CITY OF EDGERTON BY FRIDAY AFTERNOON OF THAT WEEK.
 8. ALL STRIPPED TOPSOIL SHALL BE STOCKPILED ON SITE FOR RE-USE.
 9. CONTRACTOR SHALL NOT DISTURB MORE THAN 750,000 SF AT A TIME, TO COMPLY WITH STORM WATER POLLUTION PREVENTION PLAN (SWPPP).
 10. EXISTING GRADE SHOWN IN PLANS REPRESENTS DWYER FARMS PHASE I PROPOSED GRADING. CONTRACTOR TO VERIFY FIELD CONDITIONS AND COORDINATE DISCREPANCIES WITH ENGINEER.

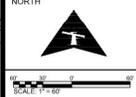


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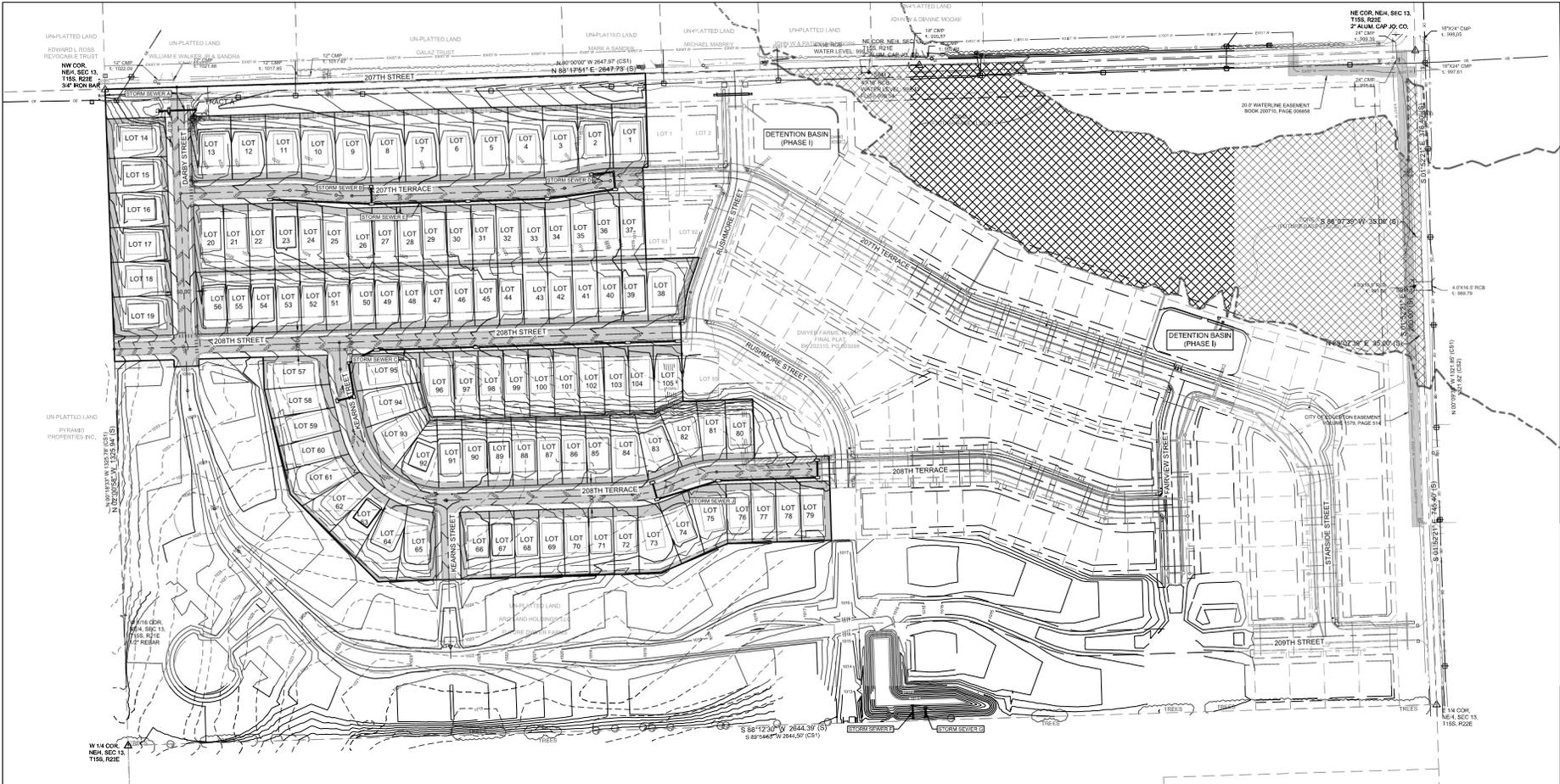


REVISION DESCRIPTION	
DATE	(DRAWN)
NORTH	



PROJECT # 2401-0009
CHECKED BY: LJR
DRAWN BY: JMT
DATE: 06-28-2024

SHEET # **20**
TOTAL SHEETS 91



COMPACTION AND MATERIAL GUIDELINES

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9. CONTRACTOR SHALL NOT DISTURB MORE THAN 750,000 SF AT A TIME, TO COMPLY WITH STORM WATER POLLUTION PREVENTION PLAN (SWPPP).
10. EXISTING GRADE SHOWN IN PLANS REPRESENTS DWYER FARMS PHASE I PROPOSED GRADING. CONTRACTOR TO VERIFY FIELD CONDITIONS AND COORDINATE DISCREPANCIES WITH ENGINEER.

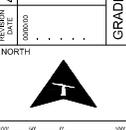


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DWYER FARMS SUBDIVISION, PHASE II
 CONSTRUCTION DOCUMENTS
 EDGERTON, KANSAS



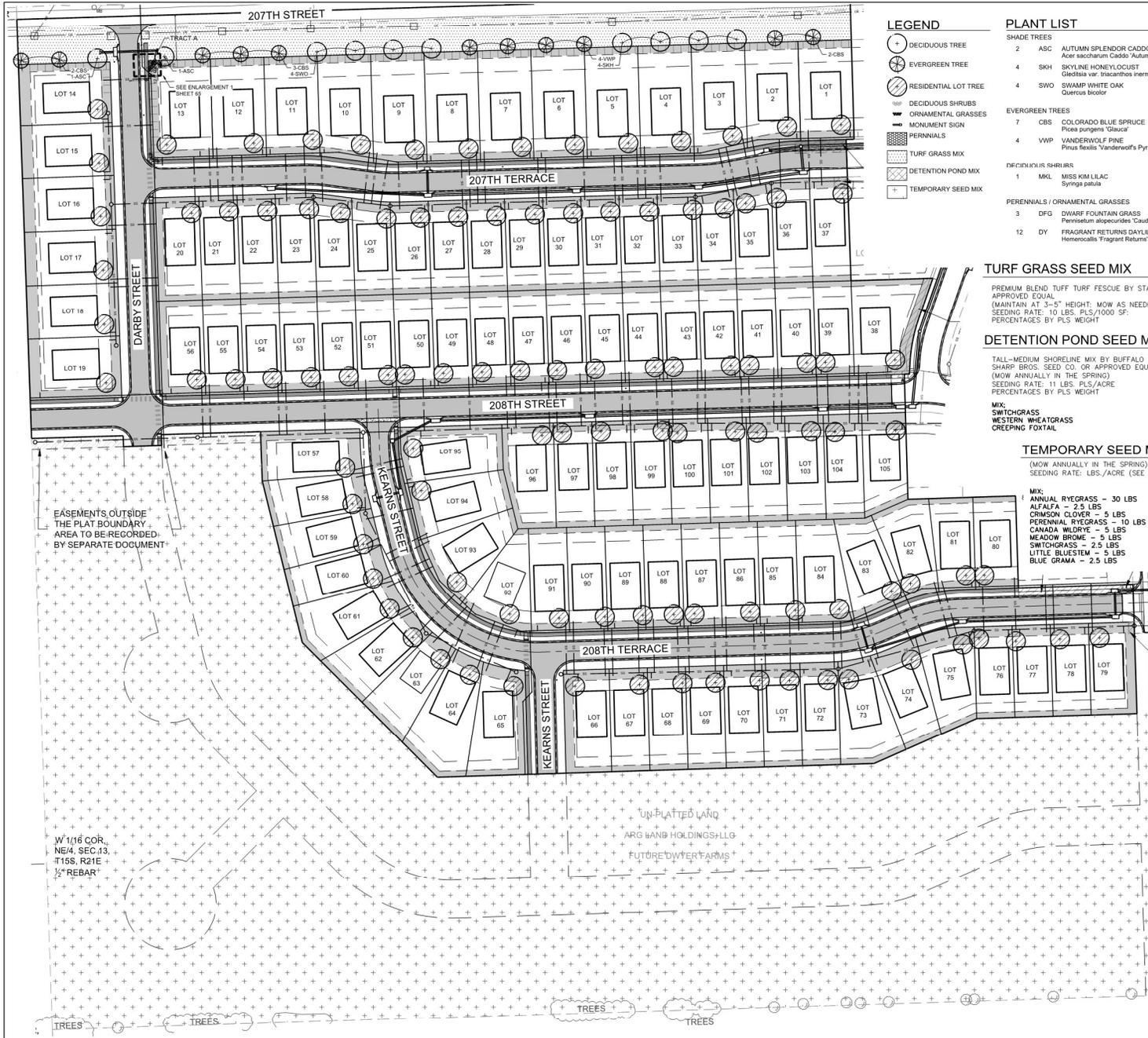
REVISION	DATE	DESCRIPTION



PROJECT #: 24014-009
 CHECKED BY: LJR
 DRAWN BY: JMT
 DATE: 06-29-2024

SHEET # **21**
 TOTAL SHEETS 91

GRADING PLAN



LEGEND

- DECIDUOUS TREE
- EVERGREEN TREE
- RESIDENTIAL LOT TREE
- DECIDUOUS SHRUBS
- ORNAMENTAL GRASSES
- MONUMENTAL SIGN
- PERENNIALS
- TURF GRASS MIX
- DETENTION POND MIX
- TEMPORARY SEED MIX

PLANT LIST

- SHADE TREES**
- 2 ASC AUTUMN SPLENDOR CADDO SUGAR MAPLE[®] CAL
Acer saccharum Caddo 'Autumn Splendor'
 - 4 SKH SKYLINE HONEYLOCUST
Gleditsia var. 'Incarthos nemis 'Skycole'
 - 4 SWO SWAMP WHITE OAK
Quercus bicolor
- EVERGREEN TREES**
- 7 CBS COLORADO BLUE SPRUCE
Picea pungens 'Glaucia'
 - 4 VWP VANDERWOLF PINE
Pinus strobus 'Vanderwolf's Pyramid'
- DECIDUOUS SHRUBS**
- 1 MKL MISS KIM LILAC
Syringa patula
- PERENNIALS / ORNAMENTAL GRASSES**
- 3 DFG DWARF FOUNTAIN GRASS
Pennisetum alopecuroides 'Caudatum'
 - 12 DY FRAGRANT RETURNS DAYLILY
Hemerocallis 'Fragrant Returns'

TURF GRASS SEED MIX

PREMIUM BLEND TURF TURF FESCUE BY STAR SEED OR APPROVED EQUAL (MAINTAIN AT 3-5" HEIGHT; MOW AS NEEDED) SEEDING RATE: 10 LBS. PLS/1000 SF; PERCENTAGES BY PLS WEIGHT

DETENTION POND SEED MIX

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

MIX:
SWITCHGRASS
WESTERN WHEATGRASS
CREEPING FOXTAIL

TEMPORARY SEED MIX

(MOW ANNUALLY IN THE SPRING) SEEDING RATE: LBS./ACRE (SEE BELOW)

MIX:
ANNUAL RYEGRASS - 30 LBS
ALFALFA - 2.5 LBS
CRIMSON CLOVER - 5 LBS
PERENNIAL RYEGRASS - 10 LBS
CANADA WILD RYE - 5 LBS
MEADOW BROME - 5 LBS
SWITCHGRASS - 2.5 LBS
LITTLE BLUESTEM - 5 LBS
BLUE GRAMA - 2.5 LBS

RESIDENTIAL LOT TREE LIST

- AUTUMN GOLD GINKGO
Ginkgo biloba 'Autumn Gold' 2" CAL SINGLE TRUNK
- AUTUMN SPLENDOR CADDO SUGAR MAPLE
Acer saccharum Caddo 'Autumn Splendor' 2" CAL SINGLE TRUNK
- BLUE ATLAS CEDAR
Cedrus atlantica 'Glaucia' 6" HT. SINGLE TRUNK
- COLORADO BLUE SPRUCE
Picea pungens 'Glaucia' 6" HT. SINGLE TRUNK
- ESPRESSO KENTUCKY COFFEETREE
Gymnocladia dioica 'Espresso' 2" CAL SINGLE TRUNK
- HERITAGE RIVER BIRCH
Betula nigra 'Cult' 2" CAL SINGLE TRUNK
- LACEBARK ELM
Ulmus parviflora 2" CAL SINGLE TRUNK
- PIN OAK
Quercus palustris 2" CAL SINGLE TRUNK
- SHADEMASTER HONEYLOCUST
Gleditsia var. 'Incarthos nemis 'Shademaster' 2" CAL SINGLE TRUNK
- SKYLINE HONEYLOCUST
Gleditsia var. 'Incarthos nemis 'Skycole' 2" CAL SINGLE TRUNK
- SWAMP WHITE OAK
Quercus bicolor 2" CAL SINGLE TRUNK
- STATE STREET MAPLE
Acer nysebaei 'Morton' 2" CAL SINGLE TRUNK
- VANDERWOLF PINE
Pinus strobus 'Vanderwolf's Pyramid' 6" HT. SINGLE TRUNK

UTILITY SCREENING PLANT LIST

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

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



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PROGRESS DOCUMENTS NOT FOR CONSTRUCTION
EDGERTON, KANSAS

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

REVISION	DATE	DESCRIPTION

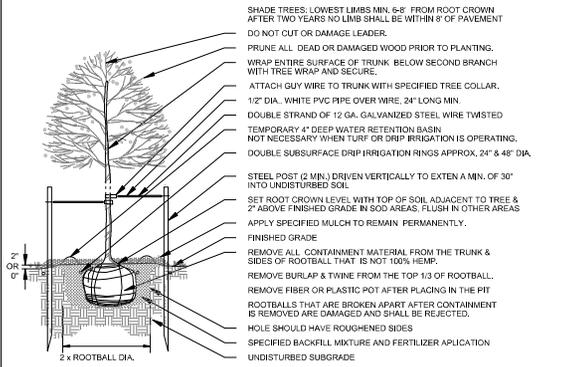


PROJECT # 2401-0009
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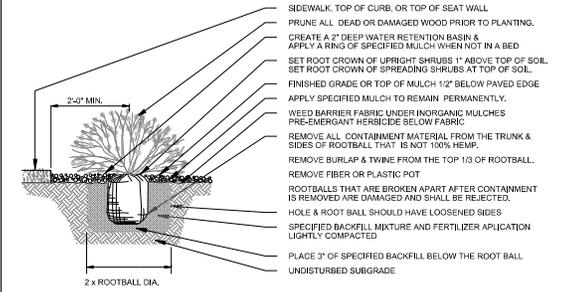
DATE: 05-22-2024

SHEET # **65**

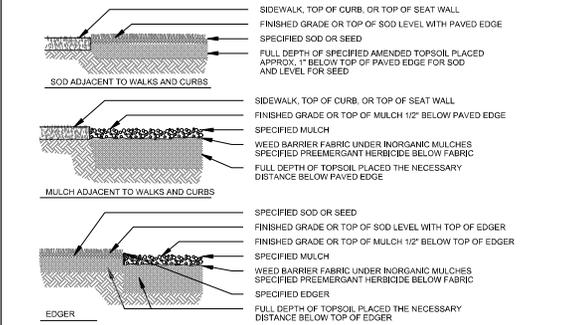
TOTAL SHEETS 92



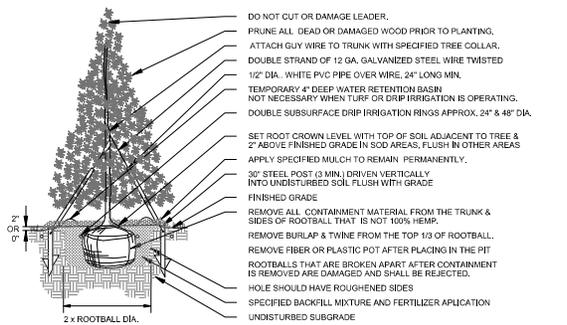
1 DECIDUOUS TREE PLANTING
65 NOT TO SCALE



2 SHRUB PLANTING
65 NOT TO SCALE

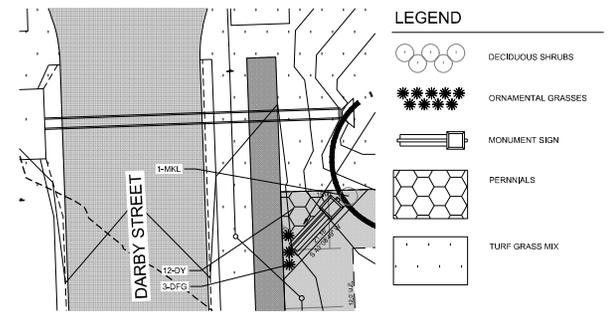
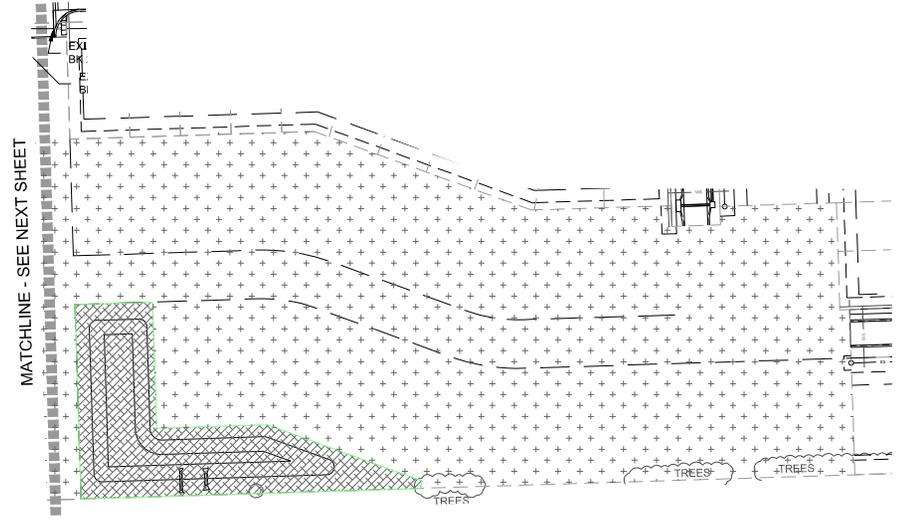


3 EDGE TREATMENT
65 NOT TO SCALE



4 EVERGREEN TREE PLANTING
65 NOT TO SCALE

- LEGEND**
- DECIDUOUS TREE
 - ⊗ EVERGREEN TREE
 - ▨ RESIDENTIAL LOT TREE
 - ⊙ DECIDUOUS SHRUBS
 - ▨ ORNAMENTAL GRASSES
 - ▭ MONUMENT SIGN
 - ▨ PERENNIALS
 - ▨ TURF GRASS MIX
 - ▨ DETENTION POND MIX
 - ⊕ TEMPORARY SEED MIX

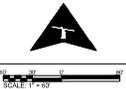


5 PLANTING ENLARGEMENT 1
65 NOT TO SCALE

REVISION	DATE	DESCRIPTION
0	08/08/19	

NORTH

SCALE: 1"=60'-0"



PROJECT #: 249-1-0019
CHECKED BY: KML
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DATE: 05-22-2024

SHEET #

66

TOTAL SHEETS 92

3.7 MULCH, BREEZE, GRAVEL, ROCK & COBBLE

Apply materials so that the top of their surface is level with adjacent finished grade as detailed and they are the minimum depth specified after settlement and compaction. River rock shall be used unless defined differently in the notes.

A. Specified river rock shall be spaced at a minimum four (4) inch depth for shrubs, ornamental grasses, perennials & trees in beds unless defined differently on the plan or in the notes.

3.8 SOO

- A. Area: All areas outlined on the plan.
- B. Preparation for Soeding: Soeded areas shall be free of debris and no larger than 12" which may hinder filling, soeding, final grading or subsequent operations. Accumulated debris shall be disposed of off-site. All soeded areas on slopes of three or one (3:1) or greater shall be secured with stakes.
- C. Fining Grades: Perform final grading required to maintain drainage into catch basins, drainage structures, etc., and as required to provide a smooth, well-drained surface prior to seeding. Erosion treated grasses of seed area such that drainage of storm and irrigation waters will occur and ponding of water will be prevented.
- D. Irrigation Heads: Adjust irrigation heads to proper watering height according to depth of the seed material, but lower than compacted grade below height to enable lawn mowers to freely cut grass without damage to irrigation systems. Adjust irrigation heads to proper watering height for uncovered areas to prevent matting grass from obstructing the stream of water.

E. Sod Placement:

- 1. Lay sod on soil that is slightly moist, with ends and sides of sod pieces butted tightly together, and laid in continuous rows with longest dimensions parallel to contour.
- 2. Stagger wet/dry joints between sod strips and compact by rolling so sod will be incorporated with ground surface. Ensure tight joints between adjacent pieces.
- 3. Cut all rows terminating on designated property lines equally to a straight line.
- 4. Add topsoil along exposed edges to match adjacent grade. Heather topsoil not approximately 1-foot from edge of sod.
- 5. Lay sod flush with adjacent walks, curbs, etc.
- 6. Protection of Sod Areas: Physics barriers as required to prevent pedestrian or vehicular traffic over newly soeded areas until completion and acceptance of work.
- 7. Soil shall be stable in all areas with a slope greater than 3:1.

F. Watering: Water sod upon completion of convenient work areas until installation is complete and irrigation system can be operated under full control. Water sufficiently to moisten subsoil at least 2" deep, and in manner not to cause erosion or damage to adjacent finished surfaces. Upon completion sod shall be watered by a permanent ground irrigation system.

3.9 SEEDING

A. Area: All areas outlined on the plan, any disturbed areas off-site, and non-disturbed native grass areas.

B. Seed Bed Preparation:

- 1. Loosen soil to a depth of six inches (6") by approved method of scarification/Remove stones or foreign matter over one inch (1") in diameter.
- 2. Grade areas to final grades, filling as needed or removing surplus dirt and leveling areas to a smooth, uniform grade as indicated on grading plans. All lawn areas shall slope to drain. Where no grades are shown, areas shall have a smooth and uniform grade between existing or fixed controls such as walls, curbs, catch basins, steps in driveway or bulging and elevations shown on plans. Roll, scarify, rake and thatch lawn areas as necessary to obtain true, even lawn surfaces. All final grades shall meet approval of the Landscape Architect, before grass seed is sown.
- 3. Seed beds should be permitted to settle or should be firmed by rolling before seedings are made.

C. Seeding shall not be performed in windy weather, or when the ground is frozen.

D. Scheduling:

- 1. Non-irrigated seeding shall be performed either during the Spring Planting Season or the Fall Planting Season. Planting seasons shall be defined as that period of time in the spring or fall, leaving healthy growth of grasses in the locality in which the seeding is done, in accordance with the recommendations of the local Cooperative Extension Service.
- 2. In the event that irrigated or non-irrigated seeding operations are completed before the fall for adequate germination and/or growth, maintenance shall continue into the following growing season or until a uniform stand of the specified grasses has been established.

3. Supplemental Irrigation, See Erosion Control Specs.

E. Seeding & Mulching:

- 1. At seeding rates for dryland applications, add 50% for broad cast seed and 100% for hydroseed or brillion seed.
- 2. Seeding and hydro mulching shall be done in two (2) directions at right angles to each other.
- 3. In larger areas seed shall be sowed evenly with an approved mechanical drill. Cut-backhoe or approved similar equipment may be used to cover the seed and to firm the seedbed in one operation. Refer to seed supplier for appropriate seeding depth of specific seed mixes. Refer to landscape plan for seed mix and rate. These larger areas shall also have wheel striae compact into the soil at the rate of two tons per acre.
- 4. In smaller areas inaccessible to mechanical seeder, the seed shall be broadcast cast and the seed bed shall be prepared by hand raking. Refer to seed supplier for appropriate seeding depth of specific seed mixes. Refer to landscape plan for seed mix and rate. These smaller areas shall be hydroseeded after seeding. Irrigated seed areas are to be hydroseeded with 2,000 lbs per acre of hydro mulch and topsoil. Nonirrigated seed areas are to be hydroseeded with 4,000 lbs per acre of hydro mulch and topsoil. Watering by hand or with portable equipment is not considered irrigation.
- 5. Erosion control fabric shall be used on all seeded and hydro mulched slopes 4:1 or greater (steeper). Install per manufacturer recommendations.

F. Watering: Water the seeded areas to provide adequate moisture for germination and to support grass until fully established. All areas of the site shall be watered in such a way as to prevent erosion due to excessive quantities applied over small areas and to avoid damage to the finished surface.

- 1. The surface layer of soil for soeded areas must be moist during the germination period. Water twice the first week and once per week thereafter with a fine spray. Do so as needed to supplement rainfall and reach a six inch minimum depth each time.

2. Make weekly inspections to determine the moisture content of the soil and adjust the watering schedule.

3. Seeded areas may be revegetated & watered by portable equipment. The Contractor shall furnish his own portable tanks, pumps, hose, pipe, connections, nozzles, and any other equipment required to transport the water from the available source and apply it to the soeded areas in an approved manner.

4. Seeded areas may be watered by an irrigation system. This system may be supplementary or Temporary. Supplementary irrigation will be permanent and located in grounds. Supplementary systems shall be operated to prevent erosion or damage during a period of drought in addition to establishment, but not operated on a regular basis after establishment. Temporary irrigation can be above the ground and may be removed & re-located after establishment.

5. After grass growth has established, all areas or parts of areas, which fail to show uniform stand of grass for any reason whatsoever, shall be reseeded in accordance with the plans and as specified herein. Such areas and parts of areas shall be reseeded repeatedly until all areas are covered with a satisfactory growth of grass or at additional cost to the Owner.

H. Protection: Protect soeded areas against trespassing while the grass is germinating. Furnish and install fences, signs, barriers or any other necessary temporary protective devices. The Contractor at his expense shall repair damage resulting from trespass, erosion, washout, settlement or other causes.

- 1. Remove all fences, signs, barriers or other temporary protective devices after Final Acceptance.

3. RESTORATION AND CLEANING

- A. Restoration and Repair: Properly repair sprinkler head or other irrigation system components, or other underground pipe or electric wiring damaged by this work.
- B. Erosion Materials and Debris: Remove pallets, unseed soil, and other debris from the Project site. Clean paved areas over which operators have been conducted.

END OF SECTION

SECTION 02970
LANDSCAPE AND IRRIGATION MAINTENANCE

PART 1 - GENERAL

1.1 WORK INCLUDED

A. The Landscape Contractor shall provide with the bid, a written proposal for landscape maintenance with the Owner. If the Landscape Contractor is not a Licensed Contractor for the work, the Landscape Contractor shall sub contract with a certified qualified landscape maintenance contractor and shall provide any such contracting information with the bid. The accepted proposal and maintenance contract will be for a period of 1 year. Maintenance will begin immediately after Final Acceptance of the landscaping and irrigation by the Owner. The Landscape contractor shall provide examples of these other bid projects maintained by the Landscape contractor or its subcontractor.

B. Landscape maintenance shall include all necessary watering, calibration, weeding, pruning, wound dressing, disease and insect control, protective covering, strap-tensioning items when bent or sag, adjustments of plants which walk in any direction, law, mowing of turf areas, replacement of mulch that has been displaced by erosion or other means, filling and/or regrading eroded areas, reseeding or regrading any eroded or dead areas, repairing and rewatering of water pipes or valves. Removal of all rubbish, waste, bark, and equipment used in the execution of the contract at the end of each work day, and any other projects as consistent with good horticultural practice necessary to insure normal, vigorous and healthy growth of all plant material are also part of this maintenance contract.

C. During the first year of the maintenance contract, any replacement of plant material shall be the responsibility of the Landscape Contractor as part of the installation contract with exceptions as set forth in Section 2900, 1.3. Any other replacement of plant material shall be included in the Maintenance Contract.

D. Landscape maintenance contractor shall purchase and maintain Contractor's general liability insurance in the amount of \$1,000,000. Certification of such insurance shall be filed with the Owner prior to the commencement of the work.

1.2 QUALITY ASSURANCE

A. Work Force: Contractor's representative shall be experienced and A.N.A. certified in landscape maintenance and shall be available on 24 hour basis for emergency repairs.

B. Materials: All materials used shall conform to the Landscape and irrigation specifications sections 2900 and 2910.

C. Upon notification by the manager station in no time to correct any problems which affect safety, health of the public, or property image the manager may take whatever action necessary to remedy the situation. All costs associated with such work shall be deducted from any payments due the Contractor.

1.3 MAINTENANCE SCHEDULE

A. Maintenance contractor shall provide as part of the bid a maintenance schedule and report to owner the Landscape Architect. Daily scheduling of maintenance work shall be coordinated with the Owner.

B. The report shall detail all planned and periodic maintenance activities, and all materials and application rates.

C. Any subcontractors shall be listed in the report including certification and insurance information.

PART 2 - EXECUTION

2.1 IRRIGATION

A. The irrigation system shall be used by the maintenance contractor for the watering program, but any failure of the system does not eliminate the Contractor's responsibility of maintaining the desired level of moisture necessary to maintain vigorous, healthy growth.

B. The quantity of water applied at one time shall be sufficient to penetrate the soil to a minimum of eight inches (8") in shrub beds and six inches (6") in turf areas at a rate which will prevent saturation of the soil and excessive water runoff (may require multiple applications based on soil absorption of water).

C. On-site water shall be furnished by the Owner. Hoses and other watering equipment shall be furnished by the Contractor.

D. Watering: All trees, shrubs and bermuda grass shall be irrigated monthly during the winter. Each tree shall receive a minimum of 70 gallons of water per application, ground cover areas shall receive 1" of water per application, each shrub shall receive a minimum of 20 gallons of water per application, and refer to the supplier's recommendations for winter watering of the bermuda grass. Water shall be hand applied at a rate that allows the water to soak into the root zone.

- 1. Do not irrigate when temperatures will fall below 30 degrees within 24 hours.
- 2. Irrigation system may be used for the water application only when temperatures will remain above freezing for several days. Immediately following irrigation refer the winter shut down procedure.

2.2 WEEDING

A. Maintenance contractor shall keep all planting areas (including tree rings) free from weeds and undesirable grasses by a method and by materials approved by the A.N.A.

2.3 MULCHING

A. Mulch shall be maintained at the proper depth in all shrub beds, ground cover areas, annual beds, and tree rings according to the original drawings and specifications.

B. Mulch displaced by erosion, wind, or irrigation activities shall be removed from all walks, drives, and turf areas and replaced in the beds.

C. All bark mulch beds to be top dressed annually.

2.4 DISEASE AND INSECT PEST CONTROL

A. Inspect all plant material at least once a month to locate any disease or insect pest infestations. Upon the discovery of any disease or insect pest infestation, identify, or have identified, the nature or species of the infestation. A method of control in accordance with common A.N.A. standards shall be immediately implemented.

B. Apply all pesticides and fungicides according to label directions and take any precautions necessary to protect people and any other plant material from the chemicals.

2.5 FERTILIZING

A. Maintenance contractor is to fertilize plant material on a regularly scheduled program to fit the requirements of the plant materials to maintain vigorous and healthy plant growth.

B. Shrub beds, ground cover, turf, and annuals shall receive granular fertilizer and trees shall receive fertilizer through a root feeding injection system.

2.6 PRUNING AND REPAIR

A. The amount of pruning shall be limited to the minimum necessary to remove dead or injured twigs and branches and to compensate for the loss of nodes as a result of transplanting operation and/or to maintain safety in vehicle air use areas. Pruning shall be done in such a manner as to not change the natural habit or shape of the plant. All cuts shall be made nearby but leaving the weaker outer at the crotch but no stubs.

2.7 MOWING

A. Mow all grass areas to regular intervals to maintain the grass at a height of 2" to 3". Mow at intervals so that no more than 1/3 of the blade length of 1" is removed at each mowing.

B. Mow grass areas in such a manner as to prevent clippings from blowing on paved areas, and sidewalks. Clean up after mowing shall include sweeping or blowing of paved areas and sidewalks to clear them from mowing debris.

C. Edges of curbs and sidewalks shall be trimmed at least twice monthly.

D. Irrigation system shall be checked for damage and repaired following each mowing operation.

2.8 STAKING AND TREE WRAP

A. Deciduous tree trunks shall be wrapped by Nov. 15 and stakes shall be removed by May 21.

B. All trees staked or guyed as part of installation shall have stakes or guys removed after 1 year for spring installations or 1.5 years for fall installations.

2.9 ANNUALS

A. Annuals shall be installed 3-4 times during the growing season. Color palette, quantity, and specific variety shall be approved by manager prior to installation.

2.10 CLEAN UP

A. During the course of maintenance or during, excess waste materials shall be continuously and promptly removed at the end of each work day.

2.11 GENERAL IRRIGATION

A. Landscape maintenance contractor shall maintain the irrigation system in good operating condition through monthly inspections of all system components and make repairs as necessary. This includes checking and verifying operation in each zone, the alignment of heads, rain sensors, controller, and check valves.

B. Landscape maintenance contractor shall make every effort to conserve water by adjusting the programming to allow for weather changes and growth seasons. Irrigation operations should be conducted between 5:00am and 8:00 PM unless other hours are requested by the management.

2.12 WINTER IRRIGATION SHUT DOWN

A. When cold weather approaches and the chance for freezing conditions exist, the system should be drained after each use.

B. Winter shut down procedure as follows:

- 1. Shut water off at main gate valve
- 2. Operate all manual drain valves
- 3. Blow out each section twice with compressed air
- 4. Set controller to cycle through each section the minimum time available, one day, through Winter months
- 5. If backflow prevention is installed with unions, remove and store out of the weather.

2.13 SPRING IRRIGATION START UP

A. Spring start up procedure as follows:

- 1. Reinstall backflow prevention
- 2. Close all manual drain valves
- 3. Slowly turn water on
- 4. Cycle through each station manually until all air has escaped the system.
- 5. Check for leaks and proper alignment of heads
- 6. Repair and adjust system as required for proper operation

2.14 IRRIGATION COMPONENT REPLACEMENT

A. If replacement of component parts in the irrigation system becomes necessary after normal use, and after the original period of warranty has expired (Section 2810, 3.3), the Owner is responsible for the expense of these replacement components, if such has been in violation of these items on the part of the maintenance contractor.

2.15 MAINTENANCE CONTRACT

A. These terms and conditions herein outlined shall be attached and made a part of a maintenance contract with the Owner.

2.16 TERMINATION OF THE MAINTENANCE CONTRACT

A. If the Owner fails to make payment for a period of ninety (90) days without written clarification, the maintenance contractor may, upon twelve (12) additional days' written notice to the Owner, terminate the contract and recover from the Owner, payment for all work executed and for any proven loss sustained upon any materials, equipment, or tools, including reasonable profit and charges applicable to the maintenance contract.

B. If the maintenance contractor defaults or persistently fails or neglects to carry out the work in accordance with the maintenance contract, the Owner, after twelve (12) days' written notice to the maintenance contractor, and without prejudice to any other remedy they may have, may make good such deficiencies and deduct the cost thereof, including compensation for additional services made necessary thereby, from the payments due or thereafter due the contractor, or at their option, may terminate the contract.

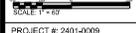
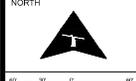
END OF SECTION



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Dwyer Farms Subdivision, Phase II
PROGRESS DOCUMENTS NOT FOR CONSTRUCTION
EDGERTON, KANSAS

REVISION DATE	DESCRIPTION



PROJECT #: 2401-2009
CHECKED BY: KML
DRAWN BY: KML

DATE: 05-22-2024

SHEET # 68

TOTAL SHEETS 92

6. PUD2024-0101: FINAL PLANNED UNIT DEVELOPMENT AND PLAT APPLICATION FOR DWYER FARMS LOCATED ON THE SOUTHWEST CORNER OF BRAUN/207TH STREET AND 8TH STREET/EDGERTON ROAD

Mr. Lee Ryherd, SMH Consultants, spoke before the Commission. He stated this application is for Phase II of the Dwyer Farms subdivision. Phase I started in 2022 and this will be a continuation of the development to the west and will be comprised of 105 lots and one (1) common tract for a monument sign off Braun/207th Street. There is one (1) additional connection from Braun/207th Street proposed and the streets from Phase I will be continued into Phase II. The property to the west will be able to connect to one of the streets as future development occurs. He explained that all of the utilities will be installed to all of the proposed lots. The stormwater and sanitary sewer infrastructure will be continued from Phase I into Phase II. Mr. Ryherd said the watermain is accessible across Braun/207th Street. Gas and power will be extended to the site by the appropriate company. Landscaping will be provided as was agreed upon in the Conceptual Plan, which was one (1) tree per lot. Landscaping will also be provided along Braun/207th Street as shown on the Landscaping Plan that was provided. He stated the monument sign will be like the sign in the northeast corner of Phase I. He stated that the lighting plan and architectural floor plans will be provided to City staff later.

Mr. Zachary Moore, Development Services Director, spoke to the Commission. He stated the application request is for a Final Planned Unit Development (PUD) Plan and Plat for the second phase of the Dwyer Farms subdivision. The property was annexed in April of 2022 then later rezoned to Planned Unit Development (PUD) in August of 2022. The Conceptual Plan was also approved by the Governing Body in August of 2022. On June 13, 2023, the Commission approved Phase I of the Dwyer Farms subdivision and construction is currently on going. Mr. Moore explained Phase II is proposed to have 105 lots with one (1) common tract. The lots will range from 6,000 square feet to just over 10,000 square feet with an average lot size of just under 7,500 square feet. The tract will be owned and maintained by the Homeowners' Association.

He said City staff reviewed the submittal against Article 6 and 13 of the Unified Development Code (UDC). The first requirement of Article 6 is that the proposal must conform with the objectives of the Comprehensive Plan. Mr. Moore stated that three (3) goals of recently adopted Comprehensive Plan are being met with this proposal:

- Goal 2.4: Coordinate land use planning with transportation and other public investments.
- Goal 4.1: Increase housing diversity in Edgerton.
- Goal 4.2: Promote best practices for all proposed residential development.

The Future Land Use Map (FLUM) also shows the subject property to be used as low-to-medium density residential and the proposal is compatible with the existing neighborhood. Mr. Moore explained that the net density proposed in Phase II is consistent with the previously approved Conceptual Plan. The site is under one (1) ownership as required by the UDC.

Mr. Moore said the applicant has requested a side yard setback of five (5) feet, which was approved in the Conceptual Plan and the first phase of the development. This would result in

a space between buildings of ten (10) feet. A stipulation of approval has been added for the use of fire rated materials to be used for exterior materials. The proposed setbacks meet what was approved in the Conceptual Plan. The front yard setback is proposed as 28 feet, rear yard setback proposed is 20 feet, and the corner yard setback that is proposed is 15 feet. Off-street parking will be provided as each previously provided floor plan has either a two (2) or three (3) car garage with two (2) additional parking spaces in the driveway. Mr. Moore said the proposed PUD will follow the Traffic Impact Study that was previously approved. The landscape plan and signage dose meet the UDC requirements, and the applicant will provide a sidewalk on one (1) side of all interior streets.

Mr. Moore said City staff recommends approval of PUD Final Plan and Plat for Phase II of Dwyer Farms with the following stipulations:

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

Chairperson Daley inquired if the City is requiring basements on the homes. Mr. Moore replied that there have not been any formal building permit submittals at this time, but basements are not required. Chairperson Daley thought a shelter of some sort was required. Mr. Moore answered that when the building code was adopted, the Governing Body voted to amend the building code to allow a property owner to sign an affidavit opting out of having a storm shelter provided in a new house being constructed. Chairperson Daley inquired as to who submits the affidavit. Mr. Moore answered the property at the time of building permit submittal submits the affidavit.

Chairperson Daley inquired as to what the status of Phase I is currently. Mr. Kyle Jones, Rausch Coleman Homes, replied that they are currently working on constructing the streets and then other utility infrastructure will be constructed. He stated they have no control as to when the utilities will be completed as construction of those are done by each utility company. Once the roads are completed, Rausch Coleman then plans on applying for building permits, which they hope is to be in August. Chairperson Daley asked if the homes were to be constructed on a slab and not a basement. Mr. Jones stated that is correct and will have an option for buyers to add a storm shelter to their home, but as the owner at the time of building permit submittal, Rausch Coleman will be opting out of the storm shelter requirements.

Commissioner Mueller moved to recommend approval of Application PUD2024-0101 with the stipulations outlined by City staff to the Governing Body, seconded by Commissioner Little. Application PUD2024-0101 was recommended for approval with the stipulations, 3-0.

City Council Action Item

Council Meeting Date: September 12, 2024

Department: Administration

Agenda Item: Consider Resolution No. 09-12-24A Approving the Mayoral Appointment for Certain Public Officials for the City of Edgerton, Kansas

Background/Description of Item:

Chapter 1, Article 3, Section 301 of the Edgerton City Code states that at the first regular meeting in May of each year the Mayor, by and with the consent of the Council, shall appoint the City Clerk and City Treasurer, and may appoint a City Attorney, Municipal Judge and such other officers as may be deemed necessary for the best interest of the City.

The previous Resolution approved in May 2024 named Lee Hendricks as the City Attorney. Mr. Hendricks is no longer working in that capacity for the City; thus, the resolution should be updated to reflect such. The only change made to this previously approved resolution is the naming of Stumbo Hanson, LLP designee as the City Attorney effective immediately.

Draft Resolution 09-12-24A includes the following appointments to serve the City of Edgerton:

Alexandria Clower as City Clerk
Alex Firth as Assistant City Clerk
Karen Kindle as City Treasurer
Stumbo Hanson, LLP, designee for City Attorney
Nate Sutton as Municipal Judge
Tom Barnes II as Municipal Prosecutor
David Hamby as City Engineer

Related Ordinance(s) or Statue(s): Article 3, Section 1-301 of the Edgerton Municipal Code.

Funding Source: N/A

Budget Allocated: N/A

Finance Director Approval: N/A

Recommendation: Approve Resolution No. 09-12-24A Approving the Mayoral Appointments for Certain Public Officials for the City of Edgerton, Kansas

Enclosed: Draft Resolution No. 09-12-24A

Prepared by: Alex Clower, City Clerk

RESOLUTION NO. 09-12-24A

A RESOLUTION APPROVING THE MAYORAL APPOINTMENTS FOR CERTAIN PUBLIC OFFICIALS FOR THE CITY OF EDGERTON, KANSAS

WHEREAS, City Code requires the Mayor to appoint certain public officials;

WHEREAS, the appointments named below meet all qualifications set forth by City Code;

WHEREAS, the Mayor hereby appoints, subject to the approval of the City Council, the individuals named below to fill the public appointments for the City of Edgerton, Kansas;

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

SECTION ONE: The City Council hereby approves the following Mayoral appointments to serve the City of Edgerton:

Alexandria Clower as City Clerk
Alex Firth as Assistant City Clerk
Karen Kindle as City Treasurer
Stumbo Hanson, LLP Designee as City Attorney
Nate Sutton as Municipal Judge
Tom Barnes II as Municipal Prosecutor
David Hamby as City Engineer

SECTION TWO: EFFECTIVE DATE

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

ADOPTED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR OF THE CITY OF EDGERTON, KANSAS ON THE 12TH DAY OF SEPTEMBER, 2024.

CITY OF EDGERTON, KANSAS

By: _____
Donald Roberts, Mayor

ATTEST:

Alexandria Clower, City Clerk

APPROVED AS TO FORM:

TODD LUCKMAN for
Stumbo Hanson, LLP, City Attorneys

City Council Action Item

Council Meeting Date: September 12, 2024

Department: Public Works

Agenda Item: Consider Concurrence to Bid 2024 CDBG Sanitary Sewer Rehabilitation Project

Background/Description of Item:

On May 25, 2023 City Council approved the submission of an application to Johnson County for the 2nd and Hulett Sanitary Sewer Project for Community Development Block Grant (CDBG) funding.

In October of 2023 Johnson County notified staff of the proposed award of the partial funding request (\$91,512).

On April 25, 2024, City Council approved the contract with Tetra Tech for the design of the project and scope.

The project includes analysis of the existing collection system, as well as design of the improvements. Most of the proposed work will be lining of Vitrified Clay Pipe (VCP) with a cured-in-place liner (CIPP). Some areas within the project will include various forms of repair. Other forms of work include manhole repairs and point repairs within collection lines. The entirety of the project will be prioritized and balanced with the anticipated project budget.

At a future council meeting, staff will provide the results for the bidding process.

For this project, staff anticipates the bidding schedule as follows: (subject to change)

- Advertisement for Bidding: September to October 2024
- Bid Opening: October 2024
- Award Bid: October 2024
- Construction to Begin: mid October 2024
- Construction Complete: December 2024

Related Ordinance(s) or Statue(s):

<u>Funding Source:</u>	Sewer Fund:	\$53,500
	CDBG:	\$91,512

Budget Allocated: \$145,012

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

Agenda Item: Approve Concurrence to 2024 CDBG Sanitary Sewer Rehabilitation Project
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Enclosed: N/A

Prepared by: Dan Merkh, Public Works Director

CITY OF EDGERTON, KANSAS

COUNCIL AGENDA ITEM

Council Meeting Date: September 12, 2024

Agenda Item: Resolution Approving Consents to Partial TIF and CID Assignment

Subject: Edgerton Crossing Woodstone Project

The Edgerton Crossing project has both tax increment financing and a community improvement district sales tax levy in place. The City and the Developer previously entered into a Disposition and Development Agreement and a CID Development Agreement to govern collection and disbursement of the TIF and CID revenues.

Woodstone has previously sold a portion of the project to Maverik, Inc. Maverik is developing the travel center portion of the project. As part of the sale, Woodstone assigned certain of the obligations under the TIF and CID Development Agreements to Maverik. This assignment of obligations required the consent of the City, which Woodstone obtained in October 2023.

Woodstone desires to sell an additional 2.15 acres of the project site to Maverik, Inc. This additional ground will allow Maverik to expand the parking lot for the travel center. As part of the sale, Woodstone desires to assign certain of the obligations under the TIF and CID Development Agreements to Maverik. This assignment of obligations requires the consent of the City. This form of assignment is identical to the assignment executed by the City in 2023.

In March 2024, the City issued industrial revenue bonds for the construction of infrastructure on the site currently under contract to be sold to Maverik. Since Maverik is acquiring this additional ground, the City needs to amend the legal description in the bond documents to remove the additional ground Maverik is purchasing. The bonds were issued solely for the purpose of allowing Woodstone to utilize a sales tax exemption certificate on construction materials.

The Resolution authorizes the City to consent to the partial assignment of certain obligations under the TIF and CID Development Agreements to Maverik. The Resolution also authorizes the amendment of the Base Lease, Lease Agreement and Assignment of Lease Agreements to amend the legal description to remove the additional ground Maverik is purchasing.

The Development Agreement with Woodstone contains a project construction schedule. The partial assignments do not alter the construction schedule or the consequences of not meeting the construction schedule.

RESOLUTION NO. 09-12-24B

**RESOLUTION AUTHORIZING THE CITY OF EDGERTON,
KANSAS TO CONSENT TO A PARTIAL ASSIGNMENT OF A
TIF AND A CID DEVELOPMENT AGREEMENT AND
AUTHORIZING THE AMENDMENT OF BOND DOCUMENTS
FOR THE EDGERTON CROSSING WOODSTONE PROJECT**

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

WHEREAS, Woodstone Properties, LLC, a Missouri limited liability company (the “Developer”), is developing two hotels, a conference center, a travel center, restaurants, office and retail space (the “Project”) west of Homestead Lane and north of Interstate 35 in the Homestead Lane Retail TIF District; and

WHEREAS, the Developer and the City have previously entered into a Disposition and Development Agreement dated December 1, 2021 (the “TIF Development Agreement”), to govern certain development obligations and the collection and disbursement of tax increment financing (“TIF”) revenues with respect to the Project; and

WHEREAS, the Developer and the City have previously entered into a CID Development Agreement dated December 1, 2021, as amended by the First Amendment to CID Development Agreement dated October 14, 2022 (as amended, the “CID Development Agreement”), to govern certain development obligations and the collection and disbursement of a community improvement district (“CID”) sales tax levied within the Project; and

WHEREAS, the Developer has previously sold a portion of the Project site to Maverik, Inc., a Utah corporation (“Maverik”) to allow Maverik to construct the travel center portion of the Project; and

WHEREAS, the City has previously consented to a partial assignment of certain obligations under the TIF Development Agreement and the CID Development Agreement to Maverik; and

WHEREAS, the Developer is selling an additional 2.15 acres of the Project site to Maverik to allow Maverik to expand its parking lot; and

WHEREAS, the Developer has requested that the City consent to another partial assignment of certain obligations under the TIF Development Agreement and the CID Development Agreement to Maverik; and

WHEREAS, the City desires to consent to such partial assignment on the terms provided for herein; and

WHEREAS, the City has previously issued its Taxable Industrial Revenue Bonds (Woodstone Properties, LLC Project) Series 2023, in an aggregate maximum principal amount not to exceed \$4,000,000 (the “Bonds”), for the purpose of making the necessary site preparation and appurtenances necessary and convenient for the Woodstone project; and

WHEREAS, in connection with the issuance of the Bonds, the Developer leased the Woodstone project site to the City pursuant to a Base Lease Agreement dated as of March 1, 2024 (the “Base Lease”), between the Developer and the City, and the City subleased the Woodstone project site to the Developer pursuant to a Lease Agreement dated as of March 1, 2024 (the “Lease Agreement”), between the City and the Developer; and

WHEREAS, the City assigned its interest in the Base Lease and the Lease Agreement to BOKF, N.A., as Bond trustee (the “Trustee”) pursuant to an Assignment of Lease Agreements dated March 5, 2024 (the “Assignment of Leases”), from the City to the Trustee; and

WHEREAS, the Developer has requested that the portion of the Project site being sold to Maverik (the “Lot 1A Property”) be removed from the Bond issue by amending the Base Lease, Lease Agreement and Assignment of Leases;

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

Section 1. Approval of Partial Assignment of Certain TIF Obligations. The Governing Body hereby approves the form of Partial Assignment and Assumption Agreement in substantially the form attached hereto as **Exhibit A** (the “TIF Assignment”), which TIF Assignment assigns certain obligations under the TIF Development Agreement from Developer to Maverik.

Section 2. Approval of Partial Assignment of Certain CID Obligations. The Governing Body hereby approves the form of Partial Assignment and Assumption Agreement in substantially the form attached hereto as **Exhibit B** (the “CID Assignment”), which CID Assignment assigns certain obligations under the CID Development Agreement from Developer to Maverik.

Section 3. Approval of Supplemental Bond Documents. The Governing Body hereby approves the form of the First Supplemental Base Lease between the Developer and the City, in substantially the form of **Exhibit C** (the “First Supplemental Base Lease”), which amends the Base Lease to remove the Lot 1A Property. The Governing Body hereby approves the form of the First Supplemental Lease Agreement between the City and the Developer, in substantially the form of **Exhibit D** (the “First Supplemental Lease”), which amends the Lease Agreement legal description to remove the Lot 1A Property. The Governing Body hereby approves the form of the Amendment to Assignment of Leases from the City to the Trustee, in substantially the form of **Exhibit E** (the “Assignment Amendment”), which amends the Assignment of Leases legal description to remove the Lot 1A Property.

Section 4. Execution of Documents. The Mayor of the City is hereby authorized to execute the consents to the TIF Assignment and the CID Assignment, and the First Supplemental Base Lease, First Supplemental Lease, and Assignment Amendment, each in substantially the forms presented to and reviewed by the Governing Body at this meeting (copies of which upon execution shall be filed in the office of the City Clerk), with such changes therein as shall be approved by the Mayor, the Mayor's signature thereon being conclusive evidence of his approval thereof. The City Clerk of the City is hereby authorized and directed to attest to and affix the seal of the City to the foregoing documents.

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 Resolution and to carry out, comply with and perform the duties of the City with respect to the TIF Assignment, the CID Assignment, the First Supplemental Base Lease, the First Supplemental Lease and the Assignment Amendment.

Section 6. Effective Date. This Resolution shall take effect and be in full force immediately after its adoption by the Governing Body.

ADOPTED this 12th day of September, 2024.

CITY OF EDGERTON, KANSAS

By: _____
Donald Roberts, Mayor

[SEAL]

ATTEST:

Alexandria Clower, City Clerk

Approved as to form:

Scott W. Anderson
Economic Development Counsel

EXHIBIT A
FORM OF TIF ASSIGNMENT

PARTIAL ASSIGNMENT AND ASSUMPTION AGREEMENT
(Edgerton Crossing Woodstone Project)

This **PARTIAL ASSIGNMENT AND ASSUMPTION AGREEMENT** (this "Assignment") is entered into as of September __, 2024 ("Effective Date") by and among WOODSTONE PROPERTIES, L.L.C., a Missouri limited liability company ("Assignor") and MAVERIK, INC., a Utah corporation ("Assignee"). Assignor and Assignee together are the "Parties".

RECITALS:

A. Assignor is a party to that certain Disposition and Development Agreement entered into by the City of Edgerton, Kansas ("City") and Assignor and dated as of December 1, 2021 (the "Development Agreement"), which provided for the redevelopment of approximately forty-two acres of land located in Edgerton, Kansas, as legally described on **Exhibit A** attached hereto (the "Property"). Capitalized terms not defined in this Assignment have the meanings provided in the Development Agreement.

B. On July 22, 2024, Assignor and Assignee entered into that certain Purchase and Sale Agreement, as it may be amended or assigned from time to time, whereby Assignor agreed to sell, and Assignee agreed to purchase, a portion of the Property, as legally described on **Exhibit B** attached hereto (the "Assigned Property").

C. The Development Agreement provides that Assignor shall not assign, or otherwise transfer, the Development Agreement, or any of its rights or obligations under the Development Agreement, without the prior written consent of the City. Additionally, in the event of an assignment consented to by the City, the proposed transferee/assignee shall enter into an agreement, pursuant to which such assignee shall assume the obligations of Assignor under the Development Agreement and agree to be subject to all of the obligations, conditions and restrictions to which Assignor is subject (or, in the event the transfer is of or relates to only a portion of the Property, then such obligations, conditions and restrictions to the extent that they relate to such portion).

D. Pursuant to Section 1.5 of the Development Agreement, Assignor now desires to assign to Assignee all its rights, duties, and obligations under the Development Agreement with respect to the Assigned Property, except for Assignor's right to receive TIF Revenues (or any other incentive revenue or reimbursement) and Assignor's obligation to comply with the Project Schedule.

NOW, THEREFORE, in consideration of the foregoing recitals, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby represent, warrant, and agree as follows:

1. The above Recitals are hereby incorporated into this Assignment in full and form an integral part thereof.

2. Assignor sells, assigns, transfers, and conveys to Assignee all of Assignor's rights and obligations under the Development Agreement with respect to the Assigned Property, except for Assignor's right to receive TIF Revenues (or any other incentive revenue or reimbursement) and Assignor's obligation to comply with the Project Schedule.

3. Assignee accepts the assignment to it of all of Assignor's rights, title, and interest in and to the Development Agreement with respect to the Assigned Property, except for Assignor's right to receive TIF Revenues (or any other incentive revenue or reimbursement) and Assignor's obligation to comply with the Project Schedule. Assignee hereby assumes all the duties and obligations of Assignor under the Development Agreement with respect to the Assigned Property arising or accruing from and after the Effective Date, except the obligation to comply with the Project Schedule. Assignee hereby covenants and agrees to fully and faithfully perform, observe, and comply with, and to be subject to, all the covenants, agreements, conditions, restrictions, and other terms and provisions stated in the Development Agreement that, pursuant to its terms, are to be performed, observed and complied with by the Assignor thereunder with respect to the Assigned Property, from and after the Effective Date, pursuant to the terms of this Assignment. Assignor and its successors and assigns shall cooperate with Assignee concerning the Development Agreement as reasonably requested by Assignor.

4. Assignor does hereby agree to indemnify, defend, and hold harmless Assignee from and against any and all costs, expenses, claims, losses or damages (including attorney's fees and all costs of defense) arising with respect to the Development Agreement prior to the Effective Date. Assignee does hereby agree to indemnify, defend, and hold harmless Assignor from and against any and all costs, expenses, claims, losses or damages (including attorney's fees and costs of defense) arising with respect to Assignor's duties and obligations under the Development Agreement that Assignee has assumed with respect to the Assigned Property from and after the Effective Date.

5. Upon approval of this Assignment by the City, Assignor shall be released from all of its assigned obligations under the Development Agreement accruing after the Effective Date of this Assignment.

6. In the Development Agreement, Assignor has agreed to comply with the construction schedule set forth in the Development Agreement dated September 10, 2021, as amended (the "Master Agreement"), between the Assignor and the City. The parties acknowledge that failure to comply with the construction schedule set forth in the Master Agreement shall constitute an event of default under the Development Agreement with respect to all of the Property, including the Assigned Property.

7. All rights, benefits and obligations of Assignor and Assignee hereunder shall inure to and bind Assignor and Assignee, respectively, and this Assignment shall be binding upon and inure to the benefit of the Parties' respective successors and assigns.

8. This Assignment shall be governed by the laws of the State of Kansas.

9. This Assignment may be executed in one or more counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one agreement.

10. Assignor and Assignee shall each pay its own costs and expense, including attorney's fees, incurred by such party or on its behalf in connection with this Assignment and the transactions contemplated herein.

IN WITNESS WHEREOF, the parties have executed this Assignment as of the Effective Date.

ASSIGNOR:

WOODSTONE PROPERTIES, L.L.C.,
a Missouri limited liability company

By: _____
John Shannon McMurdo, Manager

STATE OF _____)
) ss.
COUNTY OF _____)

On this ____ day of September, 2024, before me personally appeared John Shannon McMurdo, to me personally known, who being by me duly sworn did say that he is the Manager of Woodstone Properties, L.L.C., a Missouri limited liability company, and that said instrument was signed and delivered on behalf of said limited liability company and acknowledged to me that he executed same as the free act and deed of said limited liability company.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.

Notary Public
Printed Name: _____

My Commission Expires:

IN WITNESS WHEREOF, the City consents to this Assignment as of the Effective Date.

CITY:

CITY OF EDGERTON, KANSAS

By: _____
Donald Roberts, Mayor

ATTEST:

Alexandria Clower, City Clerk

STATE OF KANSAS)
) ss.
COUNTY OF JOHNSON)

On this ____ day of September, 2024, before me personally appeared Donald Roberts and Alexandria Clower, to me personally known, who being by me duly sworn did say that they are the Mayor and City Clerk, respectively, of the City of Edgerton, Kansas, and that said instrument was signed and delivered on behalf of said City and acknowledged to me that they executed same as the free act and deed of said City.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.

Notary Public

Printed Name: _____

My Commission Expires:

EXHIBIT A

PROPERTY LEGAL DESCRIPTION

The East One-Third (1/3) of the Northeast Quarter (NE ¼) excluding that part in roads and Highways of Section 9, Township 15, Range 22, in the City of Edgerton, Johnson County, Kansas.

EXHIBIT B

ASSIGNED PROPERTY LEGAL DESCRIPTION

A portion of Lot 1, Block 2, Edgerton Crossing First Plat to the City of Edgerton, Johnson County, Kansas, described as follows by James Meis, PS 1533 on January 1st, 2024:

Commencing at the Northwest corner of Lot 1, Block 2, Edgerton Crossing First Plat; Thence South 02 degrees 02 minutes 18 seconds East, along the West line of said Lot 1, a distance of 174.49 feet to the Point of Beginning; Thence North 87 degrees 57 minutes 42 seconds East, a distance of 290.30 feet; Thence South 62 degrees 02 minutes 18 seconds East, a distance of 113.58 feet; Thence South 02 degrees 02 minutes 18 seconds East, parallel with the West line of said Lot 1, a distance of 191.21 feet; Thence South 87 degrees 57 minutes 42 seconds West, a distance of 392.18 feet to the West line of said Lot 1; Thence a non-tangent curve to the left, along the West line of said Lot 1, having a radius of 260.00 feet, an arc length of 42.83 feet, a chord bearing of North 02 degrees 40 minutes 52 seconds East and a chord length of 42.78 feet; Thence North 02 degrees 02 minutes 18 seconds West, along the West line of said Lot 1, a distance of 205.36 feet to the Point of Beginning.

Also known as Lot 1A set forth on the Lot Split Survey recorded January 18, 2024 in Book 202401 at Page 002800.

EXHIBIT B

FORM OF CID ASSIGNMENT

**PARTIAL ASSIGNMENT AND ASSUMPTION AGREEMENT
(Edgerton Crossing Woodstone Project)**

This **PARTIAL ASSIGNMENT AND ASSUMPTION AGREEMENT** (this "Assignment") is entered into as of September _____, 2024 ("Effective Date") by and among WOODSTONE PROPERTIES, L.L.C., a Missouri limited liability company ("Assignor") and MAVERIK, INC., a Utah corporation ("Assignee"). Assignor and Assignee together are the "Parties".

RECITALS:

A. Assignor is the owner and holder of certain rights and obligations as set forth in that certain CID Development Agreement entered into by the City of Edgerton, Kansas ("City") and Assignor and dated as of December 1, 2021, as amended by that certain First Amendment to CID Development Agreement dated as of October 14, 2022 (collectively, the "CID Development Agreement"), which formalizes the development and financing for approximately forty-two acres of land located in Edgerton, Kansas, as legally described on **Exhibit A** attached hereto (the "Property"). Capitalized terms not defined in this Assignment have the meanings provided in the CID Development Agreement.

B. On July 22, 2024, Assignor and Assignee entered into that certain Purchase and Sale Agreement, as it may be amended or assigned from time to time, whereby Assignor agreed to sell, and Assignee agreed to purchase, a portion of the Property, as legally described on **Exhibit B** attached hereto (the "Assigned Property").

C. Section 7.01 of the CID Development Agreement provides that the rights, duties, and obligations of the Assignor under the CID Development Agreement may not be assigned, in whole or in part, to another entity, without the prior approval of the City, which approval shall not be unreasonably withheld, conditioned, or delayed.

D. Assignor now desires to assign to Assignee all its rights, duties, and obligations under the CID Development Agreement with respect to the Assigned Property, except for Assignor's right to receive the CID Revenues (or any other incentive revenue or reimbursement).

NOW, THEREFORE, in consideration of the foregoing recitals, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby represent, warrant, and agree as follows:

1. The above Recitals are hereby incorporated into this Assignment in full and form an integral part thereof.

2. Assignor sells, assigns, transfers, and conveys to Assignee all of Assignor's rights and obligations under the CID Development Agreement with respect to the Assigned Property, except for Assignor's right to receive CID Revenues (or any other incentive revenue or reimbursement).

3. Assignee accepts the assignment to it of all of Assignor's rights, title, and interest in and to the CID Development Agreement with respect to the Assigned Property, except for Assignor's right to receive CID Revenues (or any other incentive revenue or reimbursement). Assignee hereby assumes all the duties and obligations of Assignor under the CID Development Agreement with respect to the Assigned Property arising or accruing from and after the Effective Date. Assignee hereby covenants and agrees to fully and faithfully perform, observe, and comply with, and to be subject to, all the covenants, agreements, conditions, restrictions, and other terms and provisions stated in the CID Development Agreement that, pursuant to its terms, are to be performed, observed and complied with by the Assignor thereunder with respect to the Assigned Property, from and after the Effective Date, pursuant to the terms of this Assignment. Assignor and its successors and assigns shall cooperate with Assignee concerning the CID Development Agreement as reasonably requested by Assignor.

4. Assignor does hereby agree to indemnify, defend, and hold harmless Assignee from and against any and all costs, expenses, claims, losses or damages (including attorney's fees and all costs of defense) arising with respect to the CID Development Agreement prior to the Effective Date. Assignee does hereby agree to indemnify, defend, and hold harmless Assignor from and against any and all costs, expenses, claims, losses or damages (including attorney's fees and costs of defense) arising with respect to Assignor's duties and obligations under the CID Development Agreement that Assignee has assumed with respect to the Assigned Property from and after the Effective Date.

5. Upon approval of this Assignment by the City, Assignor shall be released from all of its assigned obligations under the CID Development Agreement accruing after the Effective Date of this Assignment.

6. All rights, benefits and obligations of Assignor and Assignee hereunder shall inure to and bind Assignor and Assignee, respectively, and this Assignment shall be binding upon and inure to the benefit of the Parties' respective successors and assigns.

7. The parties acknowledge that an event of default under the Development Agreement (as defined in the CID Development Agreement) shall continue to be a "Developer Event of Default" under the CID Development Agreement with respect to all of the Property, including the Assigned Property.

8. This Assignment shall be governed by the laws of the State of Kansas.

9. This Assignment may be executed in one or more counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one agreement.

10. Assignor and Assignee shall each pay its own costs and expense, including attorney's fees, incurred by such party or on its behalf in connection with this Assignment and the transactions contemplated herein.

IN WITNESS WHEREOF, the parties have executed this Assignment as of the Effective Date.

ASSIGNOR:

WOODSTONE PROPERTIES, L.L.C.,
a Missouri limited liability company

By: _____
John Shannon McMurdo, Manager

STATE OF _____)
) ss.
COUNTY OF _____)

On this ____ day of September, 2024, before me personally appeared John Shannon McMurdo, to me personally known, who being by me duly sworn did say that he is the Manager of Woodstone Properties, L.L.C., a Missouri limited liability company, and that said instrument was signed and delivered on behalf of said limited liability company and acknowledged to me that he executed same as the free act and deed of said limited liability company.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.

Notary Public
Printed Name: _____

My Commission Expires:

IN WITNESS WHEREOF, the City consents to this Assignment as of the Effective Date.

CITY:

CITY OF EDGERTON, KANSAS

By: _____
Donald Roberts, Mayor

ATTEST:

Alexandria Clower, City Clerk

STATE OF KANSAS)
) ss.
COUNTY OF JOHNSON)

On this ___ day of September, 2024, before me personally appeared Donald Roberts and Alexandria Clower, to me personally known, who being by me duly sworn did say that they are the Mayor and City Clerk, respectively, of the City of Edgerton, Kansas, and that said instrument was signed and delivered on behalf of said City and acknowledged to me that they executed same as the free act and deed of said City.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.

Notary Public

Printed Name: _____

My Commission Expires:

EXHIBIT A

PROPERTY LEGAL DESCRIPTION

The East One-Third (1/3) of the Northeast Quarter (NE ¼) excluding that part in roads and Highways of Section 9, Township 15, Range 22, in the City of Edgerton, Johnson County, Kansas.

EXHIBIT B

ASSIGNED PROPERTY LEGAL DESCRIPTION

A portion of Lot 1, Block 2, Edgerton Crossing First Plat to the City of Edgerton, Johnson County, Kansas, described as follows by James Meis, PS 1533 on January 1st, 2024:

Commencing at the Northwest corner of Lot 1, Block 2, Edgerton Crossing First Plat; Thence South 02 degrees 02 minutes 18 seconds East, along the West line of said Lot 1, a distance of 174.49 feet to the Point of Beginning; Thence North 87 degrees 57 minutes 42 seconds East, a distance of 290.30 feet; Thence South 62 degrees 02 minutes 18 seconds East, a distance of 113.58 feet; Thence South 02 degrees 02 minutes 18 seconds East, parallel with the West line of said Lot 1, a distance of 191.21 feet; Thence South 87 degrees 57 minutes 42 seconds West, a distance of 392.18 feet to the West line of said Lot 1; Thence a non-tangent curve to the left, along the West line of said Lot 1, having a radius of 260.00 feet, an arc length of 42.83 feet, a chord bearing of North 02 degrees 40 minutes 52 seconds East and a chord length of 42.78 feet; Thence North 02 degrees 02 minutes 18 seconds West, along the West line of said Lot 1, a distance of 205.36 feet to the Point of Beginning.

Also known as Lot 1A set forth on the Lot Split Survey recorded January 18, 2024 in Book 202401 at Page 002800.

EXHIBIT C

FORM OF FIRST SUPPLEMENTAL BASE LEASE

FIRST SUPPLEMENTAL BASE LEASE AGREEMENT

Dated as of September 1, 2024

Between

**WOODSTONE PROPERTIES, L.L.C.,
As Lessor**

AND

**CITY OF EDGERTON, KANSAS,
As Lessee**

Relating to:

**\$4,000,000
(Aggregate Maximum Principal Amount)
City of Edgerton, Kansas
Taxable Industrial Revenue Bonds
(Woodstone Properties, LLC Project)
Series 2024**

FIRST SUPPLEMENTAL BASE LEASE AGREEMENT

THIS FIRST SUPPLEMENTAL BASE LEASE AGREEMENT dated as of September 1, 2024 (the “First Supplemental Base Lease”), between **WOODSTONE PROPERTIES, L.L.C.**, a limited liability company organized and existing under the laws of the State of Missouri (the “Company”), as lessor, and the **CITY OF EDGERTON, KANSAS**, a municipal corporation organized and existing under the laws of the State of Kansas (the “City”), as lessee, and;

WITNESSETH:

WHEREAS, the City has issued its Taxable Industrial Revenue Bonds (Woodstone Properties, LLC Project) Series 2024, in the aggregate maximum principal amount of \$4,000,000, pursuant to a Trust Indenture dated as of March 1, 2024 (the “Indenture”), between the City and BOKF, N.A., as trustee (the “Trustee”), for the purpose of acquiring, constructing and equipping the Project (as defined in the Indenture); and

WHEREAS, the City leased the Project from the Company pursuant to a Base Lease Agreement dated as of March 1, 2024 (the “Original Base Lease”), between the City and the Company, and the City leased the Project to the Company pursuant to a Lease Agreement dated as of March 1, 2024, between the City and the Company; and

WHEREAS, the Company has requested that the City amend the description of the Project Site described in **Exhibit A** to the Original Base Lease; and

WHEREAS, pursuant to the provisions of **Section 9.4** of the Original Base Lease, the City and the Company may amend the Original Base Lease with the consent of the Trustee;

NOW, THEREFORE, in consideration of the premises and the mutual representations, covenants and agreements herein contained, the City and the Company do hereby represent, covenant and agree as follows:

AGREEMENT:

Section 1.1. Definitions. Capitalized terms used in this First Supplemental Base Lease but not defined herein shall have the meaning given to such terms in the Original Base Lease.

Section 1.2. Amendment to Project Site. **Exhibit A** to the Original Base Lease is amended by deleting the legal description on **Exhibit A** and replacing it with the legal description set forth on **Exhibit A** to this First Supplemental Base Lease.

Section 1.3. Governing Law. This First Supplemental Base Lease shall be governed by the laws of the State of Kansas.

Section 1.4. Execution in Counterparts. This First Supplemental Base Lease may be executed simultaneously in several counterparts, each of which shall be deemed to be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this First Supplemental Base Lease to be executed in their respective corporate names, all as of the date first above written.

CITY OF EDGERTON, KANSAS

By: _____
Donald Roberts
Mayor

[SEAL]

ATTEST:

Alexandria Clower
City Clerk

WOODSTONE PROPERTIES, L.L.C.,
a Missouri limited liability company

By: _____
J. Shannon McMurdo
Manager

CONSENT OF TRUSTEE

BOKF, N.A., as trustee, hereby consents to the execution and delivery of this First Supplemental Base Lease Agreement dated as of September 1, 2024, between Woodstone Properties, L.L.C., a Missouri limited liability company, and the City of Edgerton, Kansas (the “City”), relating to the City’s Taxable Industrial Revenue Bonds (Woodstone Properties, L.L.C. Project), Series 2024.

BOKF, N.A.

By: _____

EXHIBIT A

LEGAL DESCRIPTION

Lot 1 and Tracts A, B, and C, Block 1, and Tract A, Block 3, EDGERTON CROSSING, FIRST PLAT, a subdivision in the City of Edgerton, Johnson County, Kansas.

EXHIBIT D

FORM OF FIRST SUPPLEMENTAL LEASE

FIRST SUPPLEMENTAL LEASE AGREEMENT

Dated as of September 1, 2024

Between

**CITY OF EDGERTON, KANSAS,
As Lessor**

AND

**WOODSTONE PROPERTIES, L.L.C.,
As Lessee**

Relating to:

**\$4,000,000
(Aggregate Maximum Principal Amount)
City of Edgerton, Kansas
Taxable Industrial Revenue Bonds
(Woodstone Properties, LLC Project)
Series 2024**

FIRST SUPPLEMENTAL LEASE AGREEMENT

THIS FIRST SUPPLEMENTAL LEASE AGREEMENT dated as of September 1, 2024 (the “First Supplemental Lease”), between the **CITY OF EDGERTON, KANSAS**, a municipal corporation organized and existing under the laws of the State of Kansas (the “City”), as lessor, and **WOODSTONE PROPERTIES, L.L.C.**, a Missouri limited liability company (the “Company”), as lessee;

WITNESSETH:

WHEREAS, the City has issued its Taxable Industrial Revenue Bonds (Woodstone Properties, LLC Project) Series 2024, in the aggregate maximum principal amount of \$4,000,000, pursuant to a Trust Indenture dated as of March 1, 2024 (the “Indenture”), between the City and BOKF, N.A., as trustee (the “Trustee”), for the purpose of acquiring, constructing and equipping the Project (as defined in the Indenture); and

WHEREAS, the City leased the Project from the Company pursuant to a Base Lease Agreement dated as of March 1, 2024, between the City and the Company, and the City leased the Project to the Company pursuant to a Lease Agreement dated as of March 1, 2024 (the “Original Lease”), between the City and the Company; and

WHEREAS, the Company has requested that the City amend the description of the Project Site described in **Exhibit D** to the Original Lease; and

WHEREAS, pursuant to the provisions of **Section 1202** of the Indenture and **Section 14.1** of the Original Lease, the City and the Company may amend the Original Lease with the consent of the Bondholders and the Trustee;

NOW, THEREFORE, in consideration of the premises and the mutual representations, covenants and agreements herein contained, the City and the Company do hereby represent, covenant and agree as follows:

AGREEMENT:

Section 1.1. Definitions. Capitalized terms used in this First Supplemental Lease but not defined herein shall have the meaning given to such terms in the Original Lease.

Section 1.2. Amendment to Project Site. **Exhibit D** to the Original Lease is amended by deleting the legal description on **Exhibit D** and replacing it with the legal description set forth on **Exhibit A** to this First Supplemental Lease.

Section 1.3. Governing Law. This First Supplemental Lease shall be governed by the laws of the State of Kansas.

Section 1.4. Execution in Counterparts. This First Supplemental Lease may be executed simultaneously in several counterparts, each of which shall be deemed to be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this First Supplemental Lease to be executed in their respective corporate names, all as of the date first above written.

CITY OF EDGERTON, KANSAS

By: _____
Donald Roberts
Mayor

[SEAL]

ATTEST:

Alexandria Clower
City Clerk

WOODSTONE PROPERTIES, LLC,
a Missouri limited liability company

By: _____
Shannon McMurdo
Manager

CONSENT OF TRUSTEE

BOKF, N.A., as trustee, hereby consents to the execution and delivery of this First Supplemental Lease Agreement dated as of September 1, 2024, between the City of Edgerton, Kansas (the “City”), and Woodstone Properties, L.L.C., a Missouri limited liability company, relating to the City’s Taxable Industrial Revenue Bonds (Woodstone Properties, LLC Project), Series 2024.

BOKF, N.A.

By: _____

CONSENT OF BONDHOLDER

Woodstone Properties, L.L.C., a Missouri limited liability company, as the owner of all of the outstanding City of Edgerton, Kansas (the “City”) Taxable Industrial Revenue Bonds (Woodstone Properties, LLC Project), Series 2024, consents to the execution and delivery of this First Supplemental Lease Agreement dated as of September 1, 2024, between the City and Woodstone Properties, L.L.C., a Missouri limited liability company.

WOODSTONE PROPERTIES, LLC,
a Missouri limited liability company

By: _____
Shannon McMurdo
Manager

EXHIBIT A

LEGAL DESCRIPTION

Lot 1 and Tracts A, B, and C, Block 1, and Tract A, Block 3, EDGERTON CROSSING, FIRST PLAT, a subdivision in the City of Edgerton, Johnson County, Kansas.

EXHIBIT E

FORM OF ASSIGNMENT AMENDMENT

**AMENDMENT TO
ASSIGNMENT OF LEASE AGREEMENTS**

WHEREAS, the **CITY OF EDGERTON, KANSAS**, a municipal corporation organized under the laws of the State of Kansas (the “City”), has delivered an Assignment of Lease Agreements dated March 5, 2024 (the “Assignment of Leases”) to BOKF, N.A., as bond trustee (the “Trustee”), pursuant to a Trust Indenture dated as of March 1, 2024, which Trust Indenture authorized the issuance of the City’s Taxable Industrial Revenue Bonds (Woodstone Properties, LLC Project), Series 2024 (the “Bonds”); and

WHEREAS, in connection with the issuance of the Bonds, the City and the Woodstone Properties, L.L.C., a Missouri limited liability company (“Woodstone”), entered into a Base Lease Agreement dated as of March 1, 2024 (the “Base Lease”) and a Lease Agreement dated as of March 1, 2024 (the “Lease Agreement”); and

WHEREAS, the City and Woodstone have now entered into a First Supplemental Base Lease dated as of September 1, 2024, and a First Supplemental Lease Agreement dated as of September 1, 2024, to amend the legal description in the Base Lease and Lease Agreement; and

WHEREAS, the parties desire to amend the legal description in the Assignment of Leases to confirm with the legal description in the First Supplemental Base Lease and First Supplemental Lease.

NOW, THEREFORE, the parties agree that the legal description in Exhibit A to the Assignment of Leases is hereby amended to the attached **Exhibit A**.

Dated: September ____, 2024.

CITY OF EDGERTON, KANSAS

[SEAL]

By: _____
Donald Roberts
Mayor

ATTEST:

Alexandria Clower
City Clerk

BOKF, N.A.,
as Trustee

By: _____
Kenneth J. Dotson
Senior Vice President

EXHIBIT A

PROPERTY SUBJECT TO LEASE AGREEMENT

Lot 1 and Tracts A, B, and C, Block 1, and Tract A, Block 3, EDGERTON CROSSING, FIRST PLAT, a subdivision in the City of Edgerton, Johnson County, Kansas.

City Council Action Item

Council Meeting Date: September 12, 2024

Department: Community Development

Agenda Item: Consider Ordinance No. 2167 Adopting The Planning Commission's Recommendation To Approve The Renewal Of A Conditional Use Permit (CU2024-0100) Allowing Billboard For Ad Trend, LLC On The Property Located At 36450 Frontage Road, Edgerton, Kansas.

Background/Description of Item:

The City of Edgerton has received Application CU2024-0100 requesting a Conditional Use Permit (CUP) for a billboard for Ad Trend, LLC, located at the northern portion of the property at 36450 Frontage Road. New billboards are not permitted within the City of Edgerton, however, this billboard has existed since 2010, when it received its first Conditional Use Permit (CUP) from the City. The permit has been renewed since then, and the current CUP is set to expire in October of this year.

In order to recommend approval or disapproval of a proposed CUP, the Governing Body shall determine whether the proposed use is found to be generally compatible with surrounding development and is in the best interest of the City. In making such determination, Article 7, Section 7.1(C) of the UDC states that the Governing Body may consider all factors they deem relevant. City Staff has reviewed Application CU2024-0100 with respect to all these requirements and staff's analysis can be found in the staff report from the August 13 Planning Commission meeting, which is included in this packet. The staff report presented to the Planning Commission outlining the findings of staff's review is included in the packet.

On August 13, 2024 the City of Edgerton Planning Commission held a public hearing regarding Application CU2024-0100, and the Planning Commission recommended approval of the Conditional Use Permit, as stipulated in the staff report, with a 4-0 vote. No members of the public spoke at the public hearing.

Related Ordinance(s) or Statue(s): UDC, Article 7

Funding Source: N/A

Budget Allocated: N/A

Finance Director Approval: N/A

Recommendation: Approve Ordinance No. 2167 Adopting The Planning Commission's Recommendation To Approve A Conditional Use Permit (CU2024-0100) Allowing The Renewal of a Billboard Located At 36450 Frontage Road, Edgerton, Kansas

Enclosed:

- Draft Ordinance No. 2167
- CU2024-0100 Staff Report prepared for the August 13, 2024 Planning Commission Meeting
- Excerpt from draft Minutes – August 13, 2024 Planning Commission Meeting

Prepared by: Zachary Moore, Development Services Director

AD TREND, LLC NORTHERN BILLBOARD

Application CU2024-0100
36450 Frontage Road

QUICK FACTS

PROJECT SUMMARY AND REQUESTED APPROVALS

The Applicant is requesting approval of a Conditional Use Permit for a billboard located at 36450 Frontage Road.

Owner and Applicant

Mico, Inc., Property Owner; Ad Trend, Billboard Owner and Applicant

Existing Zoning and Land Use

The property is currently zoned C-2 (Heavy Service Commercial) District. A residential building and three (3) commercial buildings are on the property.

Parcel Size

16.09± acres

Staff Report

Prepared by

Chris Clinton



BACKGROUND

1. *Proposal*

The applicant is requesting a renewal of Conditional Use Permit CU2019-02 on the subject property for the northern billboard on the subject property. The southern billboard will require a separate Conditional Use Permit (CUP) and will also be presented to the Planning Commission at the August 13, 2024 meeting.

2. *Subject Site History*

The 16.09± acre subject property was annexed on February 28, 2008 (Ordinance 836) and was rezoned to the C-2 (Heavy Service Commercial) District on April 24, 2008 (Ordinance 838). The Governing Body approved CUP-02-05-10 on March 25, 2010 allowing for the construction of the billboard and that CUP expired in 2015. In 2019, City staff notified the property owner of the expired CUP, which was then renewed on October 10, 2019. With the CUP expiring on October 10, 2024, the applicant wishes to renew the CUP.

On August 8, 2019, the Governing Body adopted amendments to the Unified Development Code (UDC) prohibiting billboards in the City of Edgerton. The application in 2019 was submitted prior to those amendments being adopted. Per Section 7.1.B of the UDC the Planning Commission, in accordance with the procedures and standards of the UDC, may recommend the Governing Body authorize buildings, structures, and uses as conditional uses in the specific instances and particular districts set forth provided that the location is appropriate, consistent with the Comprehensive Plan, that the public health, safety, morals, and general welfare will not be adversely affected, and that necessary safeguards will be provided surrounding property, persons, and neighborhood values, and further provided that the additional standards of Article 7 specified as a condition of approval.

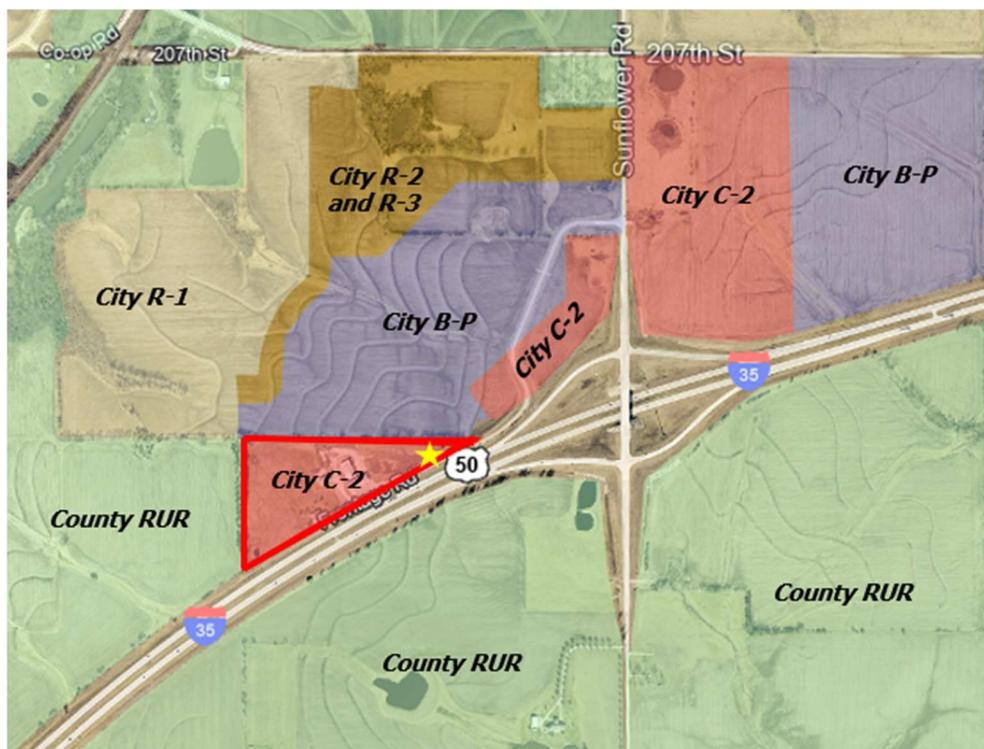


Figure 1 – Zoning Map. Subject Property Outlined in Red. General location of billboard indicated by the Yellow star

CONDITIONAL USE PERMIT REVIEW

Figure 2 below shows the future land use designation for the area, with the subject property outlined in black:

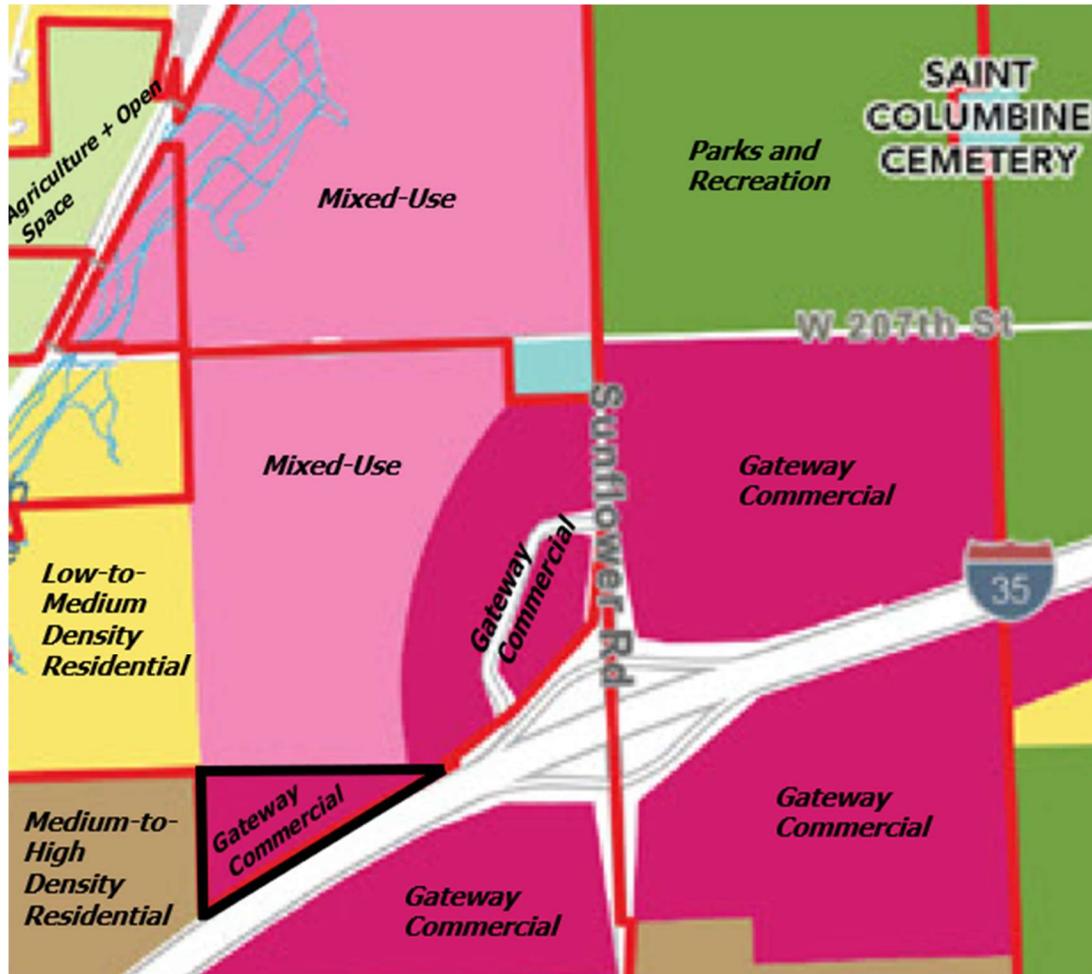


Figure 2

City staff reviewed the Conditional Use Permit under the requirements outlined in Article 7 – Conditional Uses of the UDC.

The purpose of this article is to provide for certain uses, which because of their unique characteristics cannot be distinctly listed as a permitted use in a particular zoning district. The Planning Commission may recommend approval of Conditional Uses to the Governing Body after consideration in each case of the impact of such uses upon neighboring uses, the surrounding area, and the public need for the particular use at the particular location. Limitations and standards are herein established to ensure the use's consistency with the character, uses and activities in the zoning district. Before any Conditional Use may be approved, the Governing Body shall review the record of the public hearing held by the Planning Commission.

The Planning Commission, in accordance with the procedures and standards of the UDC, may recommend the Governing Body authorize buildings, structures, and uses as Conditional Uses in specific instances and in particular districts set forth provided that:

- a. the location is appropriate and consistent with the Comprehensive Plan;
- b. that the public health, safety, morals, and general welfare will not be adversely affected;
- c. the necessary safeguards will be provided to surrounding property, persons, and neighborhood values; and
- d. further provide that additional standards of this Article be specified as a condition of approval.

Section 7.1 Issuance of Conditional Uses

Criteria. In order to recommend approval or disapproval of a proposed conditional use permit, both the Planning Commission and the Governing Body shall determine whether the proposed use is found to be generally compatible with surrounding development and is in the best interest of the City. In making such determination, the Planning Commission and Governing Body may consider all factors they deem relevant to the questions of compatibility and the best interest of the City, including the following:

1. The extent to which there is a need in the community for the proposed use.
 - a. *This is one (1) of two (2) billboards that are located within the City of Edgerton, and under the current UDC, no other billboards may be constructed.*
2. The character of the neighborhood, including but not limited to: zoning, existing and approved land use, platting, density (residential), natural features, and open space.
 - a. *The subject property abuts right-of-way for Interstate 35 (I-35), allowing for traffic to view the sign. The zoning of the parcel is C-2 with one (1) family residential building that is currently occupied. One (1) other building on the site is currently occupied as a business, while the other two (2) buildings are unoccupied. The area surrounding the subject property is undeveloped.*
3. The nature and intensity of the proposed use and its compatibility with the zoning and uses of nearby properties. Such determination should include the location, nature, and height of structures, walls, fences, and other improvements connected with the proposed use, their relation to adjacent property and uses, and the need for buffering and screening.
 - a. *To the immediate south of the subject property is I-35, which is the most appropriate location for this use. The sign is approximately 672 square feet, and the only other nearby structures are on the subject property itself. There are no other improvements near the billboard.*
4. Suitability of the uses of the property without the proposed conditional use permit.
 - a. *There are many uses listed in the UDC that are available for the property owner to pick from that do not require a CUP. The billboard is no longer a permitted use due to amendments made to the UDC, making this request unique.*
5. Length of time the subject property has remained vacant without the proposed conditional use permit.
 - a. *Per Johnson County AIMS, there has been a structure on the parcel since at least 1993. The residential building is occupied and there is a business in one (1) of the other buildings on the subject property. The billboard has been located on the property since 2010 and City staff has not received any complaints regarding the billboard.*

6. The extent to which the proposed use may detrimentally affect nearby property.
 - a. *The nearby properties are not detrimentally affected by the sign. City staff has not received any complaints regarding the sign in the 14 years it has been on the property.*
7. The adequacy of ingress and egress to and within the site of the proposed use, traffic flow and control, the adequacy of off-street parking and loading areas, the adequacy of required yard and open space requirements and sign provisions.
 - a. *Traffic flow and control is not applicable to this request as it is specifically for the sign. While the currently adopted UDC does not have provisions for billboards, the existing billboard complies with previously adopted development standards.*
8. The availability and adequacy of required utilities and services to serve the proposed use. These utilities and services include, but are not limited to, sanitary and storm sewers, water, electrical and gas service, police and fire protection, schools, parks and recreation facilities and services, and other similar public facilities and services.
 - a. *The only utility that would be needed for the billboard is electricity, which is already onsite via Evergy.*
9. The extent to which the proposed use would adversely affect the capacity or safety of that portion of the road network influenced by the proposed use, or present parking problems in the vicinity of the property.
 - a. *The billboard would not affect the capacity or safety of the road network or present any parking problems.*
10. The environmental impacts that the proposed use would create (if any) including, but not limited to, excessive storm water runoff, water pollution, air pollution, noise pollution, excessive nighttime lighting or other environmental harm.
 - a. *The only possible impact of the billboard would be nighttime lighting, however City staff has not received any complaints regarding the lighting of the sign.*
11. The economic impact of the proposed use on the community.
 - a. *The sign could be utilized to attract businesses and travelers into Edgerton, leading to a potential increase in property tax and/or sales tax.*
12. The relative gain (if any) to the public health, safety, and welfare from a denial of the application for conditional use permit as compared to the hardship imposed upon the conditional use applicant from such denial.
 - a. *There would be little to no gain to the public health, safety, and welfare of the City of Edgerton should this request be denied. If the request is denied, the applicant would be required to remove the billboards from the property, which would be a significant hardship. Due to that potential hardship, City staff recommends the approval of the CUP for five (5) years.*
13. Consistency with the Comprehensive Plan, Capital Improvement Plan, ordinances, policies, and applicable City Code of the City of Edgerton, and the general safety, health, comfort and general welfare of the community.
 - a. *The Future Land Use Map (FLUM) within the Comprehensive Plan designates the subject property as Gateway Commercial, and the billboard is consistent with the FLUM. While the UDC does not allow new billboards currently, the Planning Commission does have the authority to recommend approval of a CUP for a structure per Section 7.1.B.*

14. In addition to the above criteria, the recommendation of professional staff is also required per Ordinance 798 (2005). Staff recommendation is addressed in the Recommendations Section of this Staff Report.

DOCUMENTS INCLUDED IN PACKET

Sheet #	Title	Date on Document
1	Photos of Current Billboard	

STAFF RECOMMENDATION

Staff recommends approval of Rezoning **Application CU2024-0100**, *Ad Trend, LLC Northern Billboard* with the following stipulations:

1. The sign must be kept in good condition. If repairs to the sign are required, the repairs must be in accordance with the time frame of the City of Edgerton UDC. Failure to maintain the sign will result in revocation of the CUP.
2. This CUP will be valid for five (5) years from the date of approval by the City of Edgerton Governing Body.

Note: For Application CU2024-0100 the Planning Commission is the recommending body for the application to the Governing Body. The Application will be presented to the Governing Body on September 12, 2024.



Aug 6, 2024 7:55:00 AM

**36452 Frontage Road Edgerton
Johnson County Kansas**

6. CU2024-0100: CONDITIONAL USE PERMIT APPLICATION FOR THE NORTHERN BILLBOARD SIGN LOCATED AT 36450 FRONTAGE ROAD

Mr. Mike Dahir, Ad Trend, LLC, spoke before the Commission. He stated this application is for the northern sign on the property and the southern sign will be addressed in the next application for the sign to the south. He explained this is a request to renew the conditional use permit (CUP) that will expire later this year. The current zoning of the parcel is C-2. To the north, the property is zoned B-P. There is also City R-1, R-2, and R-3 to the north. Another C-2 zoned parcel is to the northeast. To the west, the parcels are zoned County Rural, and the property immediately to the south is the interstate, Interstate 35 (I-35). He said the signs have adhered to the Conditional Use Permit (CUP), Unified Development Code (UDC), and other requirements. They are agreeable to the staff stipulations listed in the staff report. There have not been any complaints of the sign in the 14 years it has been present.

Chairperson Daley opened the public hearing. There were no comments made by the public. Commissioner Little moved to close the public hearing. Commissioner Draskovich seconded the motion. The public hearing was closed, with a 3-0 vote.

Mr. Chris Clinton, Planning and Zoning Coordinator, addressed the Commission. He stated the request is for a renewal of CUP CU2019-02, which is for the northern billboard located at 36450 Frontage Road. The southern billboard will require a separate public hearing and action and will be heard later during the August 13, 2024 meeting. The 16.09± acre site was annexed into the City of Edgerton on February 28, 2008 and later rezoned to C-2, Heavy Service Commercial, on April 24, 2008. The first CUP was approved on March 25, 2010, which allowed for the construction of the billboards. The latest renewal of the CUP was on October 10, 2019 for five (5) years, so the CUP is set to expire in October of this year.

He explained that in August of 2019, the UDC was amended to prohibit construction of any new billboards in the City of Edgerton. Prior to those amendments being adopted, discussions were had with the property owners regarding renewals of the CUPs for the billboards. Mr. Clinton said the UDC does provide the Planning Commission authority to recommend a CUP for structures as long as they meet the requirements for a CUP provided in Article 7. City staff reviewed the request against the standards outlined in Article 7 of the UDC that the Planning Commission may recommend a CUP to the Governing Body. Those standards are the location is appropriate and consistent with the Comprehensive Plan; that the public health, safety, morals, and general welfare will not be adversely affected; the necessary safeguards will be provided to surrounding property, persons, and neighborhood values; and any additional standards outlined in Article 7 specified as a condition of approval.

Mr. Clinton stated that Section 7.1 of the UDC lists the criteria that the Planning Commission must take into account when making a determination as to whether or not the CUP should be recommended for approval. He said there are 14 different criteria, but only a select few will be highlighted along with staff's determination of the criteria. The remaining criteria are outlined in the Staff Report.

He said the first criteria is the character of the neighborhood, such as the zoning, existing land use, residential density, and open space. The subject property abuts right-of-way for Interstate 35 (I-35) and is zoned C-2. There is one (1) single family residential building that

is currently occupied on the subject parcel, a business occupies another building, and the remaining two buildings on the subject parcel are unoccupied.

He stated the nature and intensity of the proposed use and its compatibility with the zoning and uses of nearby properties is the next criteria. I-35 is to the immediate south, which would make the location of the signs ideal. The billboard is approximately 672 square feet and is one of the few structures on the subject parcel. There are no other developments around the subject parcel.

Mr. Clinton explained the third criteria is the extent to which the proposed use may detrimentally affect the nearby property. The billboard has been on the subject property for 14 years, and City staff has not received any complaints so there are no detrimental affects to nearby properties.

The next highlighted criteria asks if there would be any gain to the public health, safety, and welfare from a denial of the application versus the hardship imposed by the denial of the application imposed on the application. Mr. Clinton stated that there would not be a gain to the public health, safety, or welfare to the denial of the application. He explained the hardship imposed on the applicant would be significant as the billboard would then have to be removed.

He said the next criteria is looking into the consistency with the Comprehensive Plan. The Future Land Use Map in the recently adopted Comprehensive Plan has the subject property designated as Gateway Commercial This billboard is consistent with the Future Land Use Map designation.

Mr. Clinton stated the final criterion is staff's recommendation. City staff recommends approval of CUP Application CU2024-0100 with the following stipulations:

1. The sign must be kept in good condition. If repairs to the sign are required, the repairs must be in accordance with the time frame of the City of Edgerton UDC. Failure to maintain the sign will result in revocation of the CUP.
2. This CUP will be valid for five (5) years from the date of approval by the City of Edgerton Governing Body.

Commissioner Little inquired as to how the messages on the sign are decided on. Chairperson Daley stated that the City cannot dictate what is put on the sign. Commissioner Little acknowledged that fact, but he was curious if the company knew what is being put on the billboard. Mr. Dahir replied that there are stipulations in the lease agreement. The company does have the final say as to what sign is displayed on the billboard.

Commissioner Mathos moved to recommend approval of Application CU2024-0100 with the stipulations outlined by City staff to the Governing Body, seconded by Commissioner Draskovich. Application CU2024-0100 was recommended for approval as stipulated, with a 4-0 vote.

ORDINANCE NO. 2167

AN ORDINANCE ADOPTING THE RECOMMENDATION OF THE CITY OF EDGERTON PLANNING COMMISSION TO APPROVE A CONDITIONAL USE PERMIT (CU2024-0100) ALLOWING A BILLBOARD IN THE C-2 (HEAVY SERVICE COMMERCIAL) DISTRICT LOCATED AT 36450 FRONTAGE ROAD, EDGERTON, KANSAS

WHEREAS, the City of Edgerton, Kansas received Application CU2024-0100 for a Conditional Use Permit from Ad Trend, LLC (the "Applicant") on June 29, 2024 for the property located at 36450 Frontage Road, Edgerton, Kansas (the "Property"); and

WHEREAS, both at the time of application and at the time of the signing of this Ordinance, the property is owned by Mico, Inc. (the "Owner"); and

WHEREAS, the Owner has signed and submitted an affidavit granting the Applicant the permission to apply for a Conditional Use Permit on the Property; and

WHEREAS, the Applicant is requesting permission to operate, pursuant to the terms of a Conditional Use Permit, a billboard; and

WHEREAS, the Edgerton Planning Commission held a public hearing on August 13, 2024 on the requested Conditional Use Permit in accordance with the requirements as set forth in the Edgerton Zoning Regulations; and

WHEREAS, the Edgerton Planning Commission voted to approve the Conditional Use Permit request for a period of five (5) years, conditioned on the following being adhered to by the Applicant and any future owner or tenant of the Property within that five-year period.

1. The sign must be kept in good condition. If repairs to the sign are required, the repairs must be in accordance with the time frame of the City of Edgerton UDC. Failure to maintain the sign will result in revocation of the CUP.
2. This CUP will be valid for five (5) years from the date of approval by the City of Edgerton Governing Body.

WHEREAS, the City Governing Body, after reviewing the Conditional Use Permit and considering the criteria set forth in Article 7 of the City Zoning regulations and the recommendations of the Planning Commission, finds the Conditional Use Permit should be approved upon the terms described above.

WHEREAS, all required newspaper and mailing notifications were performed.

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

Section 1. The proposed Conditional Use Permit for a Billboard is hereby approved for the property located at 36450 Frontage Road, Edgerton, Kansas.

Section 2. The Conditional Use Permit approved by this Ordinance is expressly

conditioned on the Applicant/Owner's strict compliance with the two (2) conditions set forth above, which were recommended by the Edgerton City staff, Planning Commission, and approved by the Edgerton City Council.

Section 3. The validity of this Conditional Use Permit is conditioned upon the strict compliance by the Applicant/Owner with the provisions contained herein as well as strict compliance with the City of Edgerton Zoning Regulations. Should the Applicant/Owner fail to comply with any term or provision thereof and should such failure continue following written notice from the City to the Applicant/Owner specifying the breach and actions to be taken to cure the same, then, at the direction of the City Administrator, the Applicant/Owner will be notified that this Conditional Use Permit is revoked, and all uses permitted herein on the Property must immediately cease. Reinstatement following default may only occur through action of the Governing Body. Wholly separate and apart from the specific conditions of the City's Zoning Regulations are the City's interest and duties to protect the public health, safety and welfare. The Applicant/Owner agrees that this Ordinance shall not operate or be construed to impede or impair the lawful function of City government operation in this area.

Section 4. This Ordinance shall take effect and be enforced from and after its publication once in the official City newspaper. All Zoning Regulations of the City of Edgerton, Kansas affecting the use of the Property heretofore described which are inconsistent with this Ordinance are hereby made inapplicable to said Property until the Conditional Use Permit expires, is vacated, or is declared null and void.

ADOPTED BY THE GOVERNING BODY AND APPROVED BY THE MAYOR OF THE CITY OF EDGERTON, KANSAS ON THE 12th DAY OF SEPTEMBER, 2024.

CITY OF EDGERTON, KANSAS

By: _____
Donald Roberts, Mayor

ATTEST:

Alexandria Clower, City Clerk

APPROVED AS TO FORM:

TODD LUCKMAN for
Stumbo Hanson, LLP, City Attorneys

City Council Action Item

Council Meeting Date: September 12, 2024

Department: Community Development

Agenda Item: Consider Ordinance No. 2168 Adopting The Planning Commission's Recommendation To Approve The Renewal Of A Conditional Use Permit (CU2024-0101) Allowing Billboard For Ad Trend, LLC On The Property Located At 36450 Frontage Road, Edgerton, Kansas.

Background/Description of Item:

The City of Edgerton has received Application CU2024-0101 requesting a Conditional Use Permit (CUP) for a billboard for Ad Trend, LLC, located at on the southern portion of the property at 36450 Frontage Road. New billboards are not permitted within the City of Edgerton, however, this billboard has existed since 2010, when it received its first Conditional Use Permit (CUP) from the City. The permit has been renewed since then, and the current CUP is set to expire in October of this year.

In order to recommend approval or disapproval of a proposed CUP, the Governing Body shall determine whether the proposed use is found to be generally compatible with surrounding development and is in the best interest of the City. In making such determination, Article 7, Section 7.1(C) of the UDC states that the Governing Body may consider all factors they deem relevant. City Staff has reviewed Application CU2024-0101 with respect to all these requirements and staff's analysis can be found in the staff report from the August 13 Planning Commission meeting, which is included in this packet. The staff report presented to the Planning Commission outlining the findings of staff's review is included in the packet.

On August 13, 2024 the City of Edgerton Planning Commission held a public hearing regarding Application CU2024-0101, and the Planning Commission recommended approval of the Conditional Use Permit, as stipulated in the staff report, with a 4-0 vote. No members of the public spoke at the public hearing.

Related Ordinance(s) or Statue(s): UDC, Article 7

Funding Source: N/A

Budget Allocated: N/A

Finance Director Approval: N/A

Recommendation: Approve Ordinance No. 2168 Adopting The Planning Commission's Recommendation To Approve A Conditional Use Permit (CU2024-0101) Allowing The Renewal of a Billboard Located At 36450 Frontage Road, Edgerton, Kansas

Enclosed:

- Draft Ordinance No. 2168
- CU2024-0101 Staff Report prepared for the August 13, 2024 Planning Commission Meeting
- Excerpt from draft Minutes – August 13, 2024 Planning Commission Meeting.

Prepared by: Zachary Moore, Development Services Director

AD TREND, LLC SOUTHERN BILLBOARD

Application CU2024-0101
36450 Frontage Road

QUICK FACTS

PROJECT SUMMARY AND REQUESTED APPROVALS

The Applicant is requesting approval of a Conditional Use Permit for a billboard located at 36450 Frontage Road.

Owner and Applicant

Mico, Inc., Property Owner; Ad Trend, Billboard Owner and Applicant

Existing Zoning and Land Use

The property is currently zoned C-2 (Heavy Service Commercial) District. A residential building and three (3) commercial buildings are on the property.

Parcel Size

16.09± acres

Staff Report

Prepared by

Chris Clinton



BACKGROUND

1. *Proposal*

The applicant is requesting a renewal of Conditional Use Permit CU2019-02 on the subject property for the southern billboard on the subject property. The northern billboard will require a separate Conditional Use Permit (CUP) and will also be presented to the Planning Commission at the August 13, 2024 meeting.

2. *Subject Site History*

The 16.09± acre subject property was annexed on February 28, 2008 (Ordinance 836) and was rezoned to the C-2 (Heavy Service Commercial) District on April 24, 2008 (Ordinance 838). The Governing Body approved CUP-02-05-10 on March 25, 2010 allowing for the construction of the billboard and that CUP expired in 2015. In 2019, City staff notified the property owner of the expired CUP, which was then renewed on October 10, 2019. With the CUP expiring on October 10, 2024, the applicant wishes to renew the CUP.

On August 8, 2019, the Governing Body adopted amendments to the Unified Development Code (UDC) prohibiting billboards in the City of Edgerton. The application in 2019 was submitted prior to those amendments being adopted. Per Section 7.1.B of the UDC the Planning Commission, in accordance with the procedures and standards of the UDC, may recommend the Governing Body authorize buildings, structures, and uses as conditional uses in the specific instances and particular districts set forth provided that the location is appropriate, consistent with the Comprehensive Plan, that the public health, safety, morals, and general welfare will not be adversely affected, and that necessary safeguards will be provided surrounding property, persons, and neighborhood values, and further provided that the additional standards of Article 7 specified as a condition of approval.

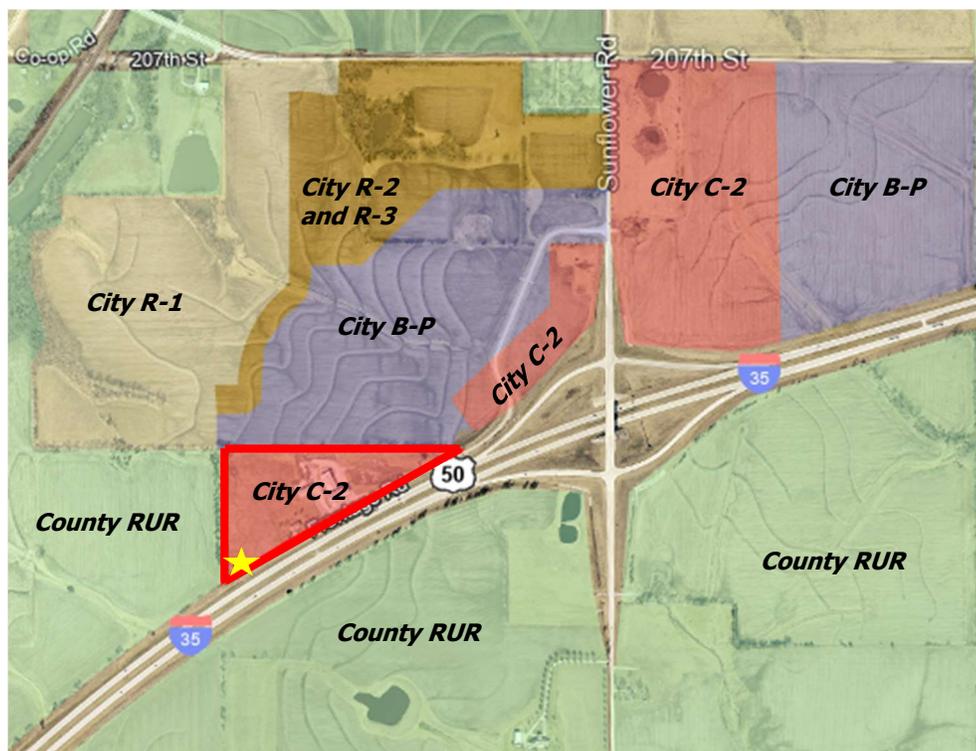


Figure 1 – Zoning Map. Subject Property Outlined in Red. General location of billboard indicated by the Yellow star

CONDITIONAL USE PERMIT REVIEW

Figure 2 below shows the future land use designation for the area, with the subject property outlined in black:

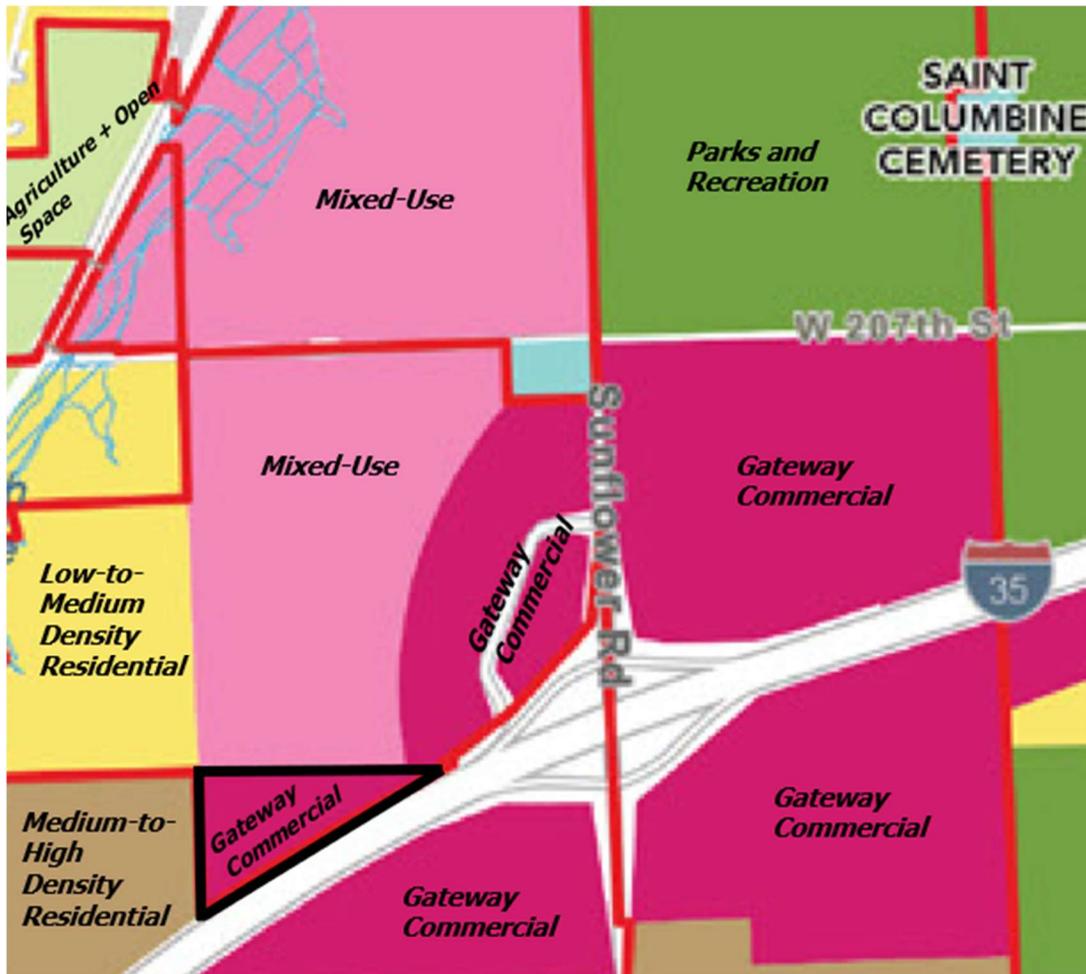


Figure 2

City staff reviewed the Conditional Use Permit under the requirements outlined in Article 7 – Conditional Uses of the UDC.

The purpose of this article is to provide for certain uses, which because of their unique characteristics cannot be distinctly listed as a permitted use in a particular zoning district. The Planning Commission may recommend approval of Conditional Uses to the Governing Body after consideration in each case of the impact of such uses upon neighboring uses, the surrounding area, and the public need for the particular use at the particular location. Limitations and standards are herein established to ensure the use's consistency with the character, uses and activities in the zoning district. Before any Conditional Use may be approved, the Governing Body shall review the record of the public hearing held by the Planning Commission.

The Planning Commission, in accordance with the procedures and standards of the UDC, may recommend the Governing Body authorize buildings, structures, and uses as Conditional Uses in specific instances and in particular districts set forth provided that:

- a. the location is appropriate and consistent with the Comprehensive Plan;
- b. that the public health, safety, morals, and general welfare will not be adversely affected;
- c. the necessary safeguards will be provided to surrounding property, persons, and neighborhood values; and
- d. further provide that additional standards of this Article be specified as a condition of approval.

Section 7.1 Issuance of Conditional Uses

Criteria. In order to recommend approval or disapproval of a proposed conditional use permit, both the Planning Commission and the Governing Body shall determine whether the proposed use is found to be generally compatible with surrounding development and is in the best interest of the City. In making such determination, the Planning Commission and Governing Body may consider all factors they deem relevant to the questions of compatibility and the best interest of the City, including the following:

1. The extent to which there is a need in the community for the proposed use.
 - a. *This is one (1) of two (2) billboards that are located within the City of Edgerton, and under the current UDC, no other billboards may be constructed.*
2. The character of the neighborhood, including but not limited to: zoning, existing and approved land use, platting, density (residential), natural features, and open space.
 - a. *The subject property abuts right-of-way for Interstate 35 (I-35), allowing for traffic to view the sign. The zoning of the parcel is C-2 with one (1) family residential building that is currently occupied. One (1) other building on the site is currently occupied as a business, while the other two (2) buildings are unoccupied. The area surrounding the subject property is undeveloped.*
3. The nature and intensity of the proposed use and its compatibility with the zoning and uses of nearby properties. Such determination should include the location, nature, and height of structures, walls, fences, and other improvements connected with the proposed use, their relation to adjacent property and uses, and the need for buffering and screening.
 - a. *To the immediate south of the subject property is I-35, which is the most appropriate location for this use. The sign is approximately 672 square feet, and the only other nearby structures are on the subject property itself. There are no other improvements near the billboard.*
4. Suitability of the uses of the property without the proposed conditional use permit.
 - a. *There are many uses listed in the UDC that are available for the property owner to pick from that do not require a CUP. The billboard is no longer a permitted use due to amendments made to the UDC, making this request unique.*
5. Length of time the subject property has remained vacant without the proposed conditional use permit.
 - a. *Per Johnson County AIMS, there has been a structure on the parcel since at least 1993. The residential building is occupied and there is a business in one (1) of the other buildings on the subject property. The billboard has been located on the property since 2010 and City staff has not received any complaints regarding the billboard.*

6. The extent to which the proposed use may detrimentally affect nearby property.
 - a. *The nearby properties are not detrimentally affected by the sign. City staff has not received any complaints regarding the sign in the 14 years it has been on the property.*
7. The adequacy of ingress and egress to and within the site of the proposed use, traffic flow and control, the adequacy of off-street parking and loading areas, the adequacy of required yard and open space requirements and sign provisions.
 - a. *Traffic flow and control is not applicable to this request as it is specifically for the sign. While the currently adopted UDC does not have provisions for billboards, the existing billboard complies with previously adopted development standards.*
8. The availability and adequacy of required utilities and services to serve the proposed use. These utilities and services include, but are not limited to, sanitary and storm sewers, water, electrical and gas service, police and fire protection, schools, parks and recreation facilities and services, and other similar public facilities and services.
 - a. *The only utility that would be needed for the billboard is electricity, which is already onsite via Evergy.*
9. The extent to which the proposed use would adversely affect the capacity or safety of that portion of the road network influenced by the proposed use, or present parking problems in the vicinity of the property.
 - a. *The billboard would not affect the capacity or safety of the road network or present any parking problems.*
10. The environmental impacts that the proposed use would create (if any) including, but not limited to, excessive storm water runoff, water pollution, air pollution, noise pollution, excessive nighttime lighting or other environmental harm.
 - a. *The only possible impact of the billboard would be nighttime lighting, however City staff has not received any complaints regarding the lighting of the sign.*
11. The economic impact of the proposed use on the community.
 - a. *The sign could be utilized to attract businesses and travelers into Edgerton, leading to a potential increase in property tax and/or sales tax.*
12. The relative gain (if any) to the public health, safety, and welfare from a denial of the application for conditional use permit as compared to the hardship imposed upon the conditional use applicant from such denial.
 - a. *There would be little to no gain to the public health, safety, and welfare of the City of Edgerton should this request be denied. If the request is denied, the applicant would be required to remove the billboards from the property, which would be a significant hardship. Due to that potential hardship, City staff recommends the approval of the CUP for five (5) years.*
13. Consistency with the Comprehensive Plan, Capital Improvement Plan, ordinances, policies, and applicable City Code of the City of Edgerton, and the general safety, health, comfort and general welfare of the community.
 - a. *The Future Land Use Map (FLUM) within the Comprehensive Plan designates the subject property as Gateway Commercial, and the billboard is consistent with the FLUM. While the UDC does not allow new billboards currently, the Planning Commission does have the authority to recommend approval of a CUP for a structure per Section 7.1.B.*

14. In addition to the above criteria, the recommendation of professional staff is also required per Ordinance 798 (2005). Staff recommendation is addressed in the Recommendations Section of this Staff Report.

DOCUMENTS INCLUDED IN PACKET

Sheet #	Title	Date on Document
1	Photos of Current Billboard	

STAFF RECOMMENDATION

Staff recommends approval of Rezoning **Application CU2024-0101**, *Ad Trend, LLC Southern Billboard* with the following stipulations:

1. The sign must be kept in good condition. If repairs to the sign are required, the repairs must be in accordance with the time frame of the City of Edgerton UDC. Failure to maintain the sign will result in revocation of the CUP.
2. This CUP will be valid for five (5) years from the date of approval by the City of Edgerton Governing Body.

Note: For Application CU2024-0101 the Planning Commission is the recommending body for the application to the Governing Body. The Application will be presented to the Governing Body on September 12, 2024.



Aug 6, 2024 7:56:15 AM

**36540 Frontage Road Edgerton
Johnson County Kansas**

7. CU2024-0101: CONDITIONAL USE PERMIT APPLICATION FOR THE SOUTHERN BILLBOARD SIGN LOCATED AT 36450 FRONTAGE ROAD

Mr. Dahir spoke before the Commission. He explained this application is for the southern billboard and all of the other information provided during his presentation for CU2024-0100 is the same for this application.

Chairperson Daley opened the public hearing. No comments were made at this time. Commissioner Little moved to close the public hearing, and the motion was seconded by Commissioner Draskovich. The public hearing was closed, with a 3-0 vote.

Mr. Chris Clinton, Planning and Zoning Coordinator, addressed the Commission. He stated the request for this application is for approval of a CUP of the southern billboard located at 36450 Frontage Road. This is the same property as CUP Application CU2024-0100 and the information is the same. The 16.09± acre property was annexed into the City of Edgerton on February 28, 2008 then rezoned to C-2 on April 24, 2008. The first CUP was approved on March 25, 2010 with the latest renewal being on October 10, 2019. It was renewed for five (5) years, so the CUP expires in October of this year. Mr. Clinton said the August 2019 amendments to the UDC also affect this billboard. City staff used the standards outlined previously and will point out the same criteria for this request as that made in CU2024-0100 and provide City staff's determination on the criteria.

Mr. Clinton stated the character of the neighborhood, such as zoning, land use, residential density, and open space is the first criterion. The property abuts I-35 and is zoned C-2 and the only development in the area is on the subject property. The second criterion is the nature and density of the proposed use. The subject property is adjacent to I-35 and is one (1) of the structures on the property with no other properties having any structures. The third criterion is any detrimental effect to nearby properties. Mr. Clinton stated the signs have been on the subject property for 14 years and there have been no complaints submitted to City staff. The next criterion is the relative gain, if any, to denial versus the potential hardship on the applicant. He stated there wouldn't be any gain to the public health, safety, or welfare, however the applicant would be required to remove the billboard if the CUP is denied. Mr. Clinton explained the next criterion was consistency with the Comprehensive Plan. The Future Land Use Map in the Comprehensive Plan designates the subject property as Gateway Commercial, which the billboard is consistent with.

Mr. Clinton stated the final criterion is staff's recommendation. City staff recommends approval of CUP Application CU2024-0101 with the following stipulations:

1. The sign must be kept in good condition. If repairs to the sign are required, the repairs must be in accordance with the time frame of the City of Edgerton UDC. Failure to maintain the sign will result in revocation of the CUP.
2. This CUP will be valid for five (5) years from the date of approval by the City of Edgerton Governing Body.

Commissioner Draskovich moved to recommend approval of Application CU2024-0101 with the stipulations outlined by City staff to the Governing Body, seconded by Commissioner

Mathos. Application CU2024-0101 was recommended for approval as stipulated, with a 4-0 vote.

8. **UDCA2024-0001: PROPOSED AMENDMENTS TO ARTICLE 3 OF THE EDGERTON UNIFIED DEVELOPMENT CODE**

Mr. Zachary Moore, Development Services Director, spoke before the Commission. He explained that the UDC outlines standards for Single Family Residential (R-1) zoned property. The standards for driveways in R-1 are the minimum width and materials the driveway is made of. Mr. Moore explained City staff is requesting direction from the Commission for additional standards on driveways and to create fence regulations for R-1 zoned properties.

Mr. Moore began with going through the requirements currently listed in the UDC for driveways. The required minimum width of a driveway is 18 feet and there is no maximum width at the approach. He explained that this could become an issue for the City when street projects that requires replacing drive approaches, it could lead to large expanses of replacing driveway approaches. It will also be aesthetically pleasing to have a standard width. He stated City staff is recommending a maximum width of 35% of the lot width or a 30-foot maximum at the right-of-way. The minimum width of 18 feet would remain. For a 70-foot-wide lot, which is what the UDC minimum lot width in R-1, would be 24.5 feet. The minimum driveway width of 18 feet is equivalent to the width of two (2) parking stalls side-by-side. A two and a half (2.5) foot flare where the driveway meets the street would be permitted on each side of the driveway. Mr. Moore stated that the connection point at the street would be 35 feet, which is the maximum width that the City allows at Logistics Park Kansas City (LPKC). Mr. Moore clarified that the driveway may widen once the driveway is two (2) feet behind the property line, up to the maximum lot coverage, so additional parking can be added.

Mr. Moore said that these proposed changes is for the R-1 zoning designation, nothing in A-G or other residentially zoned parcels. Any new construction, new driveways, or expansions for the driveway will need to meet the updates, if they are adopted. Any existing conditions can remain once the amendments are adopted and maintenance can be done on existing driveways, but no new gravel driveways or parking areas will be allowed.

Mr. Moore explained City staff is recommending that the UDC be amended to limit the number of driveways that can service a lot. The proposal would limit any single-family residence be limited to one (1) driveway connection to the public right-of-way, either from a street or alley. Gated driveways would be permitted; however, the gate would need to be setback as to not impede traffic either in the street or pedestrians utilizing the sidewalk. Therefore, City staff proposes a setback of 25 feet for driveway gates. The gates would also be required to meet fire access requirements. The final item that is proposed regarding driveways is that of the material used to construct the driveway. He stated the current standard states that asphalt or concrete must be used for the driveway. City staff is proposing to add to that standard to help clarify precisely what can and cannot be used. City staff recommends that asphalt millings be prohibited, as with gravel. The UDC should state that the driveway must be a paved surface. Mr. Moore said City staff would also find it beneficial to allow brick pavers to be used as an accent material for driveways. The pavers would need to be laid on concrete and cannot be in the public right-of-way. He explained not allowing the pavers in the City would mean if the City were working on the street and the approach is being replaced, the City will not be

ORDINANCE NO. 2168

AN ORDINANCE ADOPTING THE RECOMMENDATION OF THE CITY OF EDGERTON PLANNING COMMISSION TO APPROVE A CONDITIONAL USE PERMIT (CU2024-0101) ALLOWING A BILLBOARD IN THE C-2 (HEAVY SERVICE COMMERCIAL) DISTRICT LOCATED AT 36450 FRONTAGE ROAD, EDGERTON, KANSAS

WHEREAS, the City of Edgerton, Kansas received Application CU2024-0101 for a Conditional Use Permit from Ad Trend, LLC (the "Applicant") on June 29, 2024 for the property located at 36450 Frontage Road, Edgerton, Kansas (the "Property"); and

WHEREAS, both at the time of application and at the time of the signing of this Ordinance, the property is owned by Mico, Inc. (the "Owner"); and

WHEREAS, the Owner has signed and submitted an affidavit granting the Applicant the permission to apply for a Conditional Use Permit on the Property; and

WHEREAS, the Applicant is requesting permission to operate, pursuant to the terms of a Conditional Use Permit, a billboard; and

WHEREAS, the Edgerton Planning Commission held a public hearing on August 13, 2024 on the requested Conditional Use Permit in accordance with the requirements as set forth in the Edgerton Zoning Regulations; and

WHEREAS, the Edgerton Planning Commission voted to approve the Conditional Use Permit request for a period of five (5) years, conditioned on the following being adhered to by the Applicant and any future owner or tenant of the Property within that five-year period.

1. The sign must be kept in good condition. If repairs to the sign are required, the repairs must be in accordance with the time frame of the City of Edgerton UDC. Failure to maintain the sign will result in revocation of the CUP.
2. This CUP will be valid for five (5) years from the date of approval by the City of Edgerton Governing Body.

WHEREAS, the City Governing Body, after reviewing the Conditional Use Permit and considering the criteria set forth in Article 7 of the City Zoning regulations and the recommendations of the Planning Commission, finds the Conditional Use Permit should be approved upon the terms described above.

WHEREAS, all required newspaper and mailing notifications were performed.

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

Section 1. The proposed Conditional Use Permit for a Billboard is hereby approved for the property located at 36450 Frontage Road, Edgerton, Kansas.

Section 2. The Conditional Use Permit approved by this Ordinance is expressly

conditioned on the Applicant/Owner's strict compliance with the two (2) conditions set forth above, which were recommended by the Edgerton City staff, Planning Commission, and approved by the Edgerton City Council.

Section 3. The validity of this Conditional Use Permit is conditioned upon the strict compliance by the Applicant/Owner with the provisions contained herein as well as strict compliance with the City of Edgerton Zoning Regulations. Should the Applicant/Owner fail to comply with any term or provision thereof and should such failure continue following written notice from the City to the Applicant/Owner specifying the breach and actions to be taken to cure the same, then, at the direction of the City Administrator, the Applicant/Owner will be notified that this Conditional Use Permit is revoked, and all uses permitted herein on the Property must immediately cease. Reinstatement following default may only occur through action of the Governing Body. Wholly separate and apart from the specific conditions of the City's Zoning Regulations are the City's interest and duties to protect the public health, safety and welfare. The Applicant/Owner agrees that this Ordinance shall not operate or be construed to impede or impair the lawful function of City government operation in this area.

Section 4. This Ordinance shall take effect and be enforced from and after its publication once in the official City newspaper. All Zoning Regulations of the City of Edgerton, Kansas affecting the use of the Property heretofore described which are inconsistent with this Ordinance are hereby made inapplicable to said Property until the Conditional Use Permit expires, is vacated, or is declared null and void.

ADOPTED BY THE GOVERNING BODY AND APPROVED BY THE MAYOR OF THE CITY OF EDGERTON, KANSAS ON THE 12th DAY OF SEPTEMBER, 2024.

CITY OF EDGERTON, KANSAS

By: _____
Donald Roberts, Mayor

ATTEST:

Alexandria Clower, City Clerk

APPROVED AS TO FORM:

TODD LUCKMAN for
Stumbo Hanson, LLP, City Attorneys

City Council Action Item

Council Meeting Date: September 12, 2024

Department: Community Development

Agenda Item: Hold Public Hearing To Discuss A Possible Dangerous and Unsafe Building Existing At 301 E. 5th Street In The City Of Edgerton, Johnson County, Kansas Pursuant to Resolution 07-11-24A And City of Edgerton Municipal Code, Chapter IV, Article 4, Section 4-1107.

Background/Description of Item:

On July 11, 2024, the City Council adopted Resolution 07-11-24A, which set a date of September 12, 2024 to conduct a public hearing regarding the property at 301 E. 5th Street, pursuant to Section 4-1105 of the Edgerton Municipal Code and K.S.A. 12-1752. This public hearing provides an opportunity for the property's owner, owner's agent, any lien holders of record, and any occupant of the property to appear and show cause why such structure should not be condemned and ordered repaired or demolished.

Since Resolution 07-11-24A was adopted, the Resolution has been published twice in the Legal Record (July 16 and July 23), in accordance with State law and City Code requirements. Staff has been in contact with the property owner (Danny O'Neal) and has met with him on site. The owner has taken steps to improve the structure by obtaining a permit to repair the roof on the southwest portion of the house and by reconnecting the house to the electrical meter with power having been turned back on September 9, 2024.

Upon further inspection of the structure, what appeared to have been the structural foundation in the northeast and southeast corner of the structure that was identified in the enclosed Building Official's Inspection Report dated June 21, 2024 turned out to be a pier foundation that is in good condition that staff has no concern of the structural integrity of. Additionally, the property owner has cleaned the tree debris referenced in the Building Official's Inspection Report from the property.

Due to the actions taken by the property owner as described above, staff no longer has concerns of the property potentially dangerous or unsafe and recommends that a resolution declaring the property as such not be adopted.

Should the City Council find the property to be dangerous or unsafe following the public hearing, staff will prepare a resolution for the September 26 City Council meeting.

Related Ordinance(s) or Statute(s): Municipal Code Chapter IV, Article 11; KSA 12-1752

Funding Source: N/A

Budget Allocated: N/A

Finance Director Approval: N/A

Recommendation: Close Public Hearing Discussing A Possible Dangerous and Unsafe Building Existing At 301 E. 5th Street In The City Of Edgerton, Johnson County, Kansas Pursuant to Resolution 07-11-24A And City of Edgerton Municipal Code, Chapter IV, Article 4, Section 4-1107

Prepared by: Zachary Moore, Development Services Director

Enclosed:

1. Resolution 07-11-24A
2. Excerpt of Minutes from the July 11, 2024 City Council Meeting Pertaining to Resolution 07-11-24A
3. Letter from Property Owner
4. Building Official's Request for Condemnation/Inspection Report Dated June 21, 2024

RESOLUTION NO. 07-11-24A

A RESOLUTION IN THE CITY OF EDGERTON, KANSAS, ESTABLISHING THE TIME AND PLACE FOR A PUBLIC HEARING TO DETERMINE WHETHER A PROPERTY LOCATED AT 301 EAST 5TH STREET IN THE CITY OF EDGERTON, JOHNSON COUNTY, KANSAS IS A DANGEROUS OR UNSAFE STRUCTURE, PURSUANT TO CITY OF EDGERTON CITY CODE, CHAPTER IV, ARTICLE 11, SECTION 4-1105.

WHEREAS, the Public Officer has filed with the Governing Body a written statement charging that the structure located upon the property at 301 E. 5th Street, Edgerton, Kansas (the "Property"), is, in his determination, unsafe or dangerous; and

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

Section 1: That pursuant to Section 4-1105 and K.S.A. 12-1752, the owner, the owner's agent, any lien holders of record and any occupant of the Property may appear and show cause why such structure should not be condemned and ordered repaired or demolished at 7:00 P.M. on September 12, 2024 in the City Council Chambers, 404 East Nelson Street, Edgerton. Kansas.

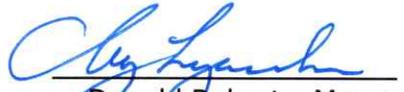
Section 2: This resolution shall be in full force and effect from and after its adoption by the Governing Body and the City Clerk shall cause it to be published once each week for two consecutive weeks on the same day of each week in the official city newspaper as required by Edgerton Municipal Code Chapter IV, Article 11, Section 4-1106 and K.S.A. 12-1752.

BE IT FURTHER RESOLVED:

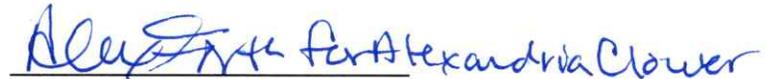
That all costs incurred by the City of Edgerton, Kansas, for any repairs, alterations, improvements, vacating, removal, or demolition, including making the site safe shall be assessed against the Property as provided in Section 4-1111 of the City Code. Should those amounts go unpaid, the County Clerk shall extend the same on the tax roll and it shall be collected by the County Treasurer and paid to the City of Edgerton as other City taxes are collected and paid.

PASSED By the City Council on this this 11th day of July, 2024.

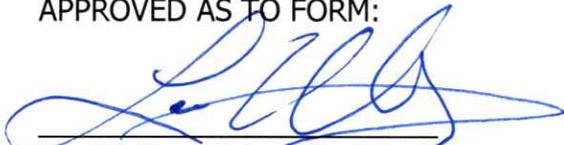
APPROVED BY the Mayor on this 11th day of July, 2024


Donald Roberts, Mayor

ATTEST:


Alexandria Clower, City Clerk

APPROVED AS TO FORM:


Lee W. Hendricks, City Attorney

Ryan Murray with ETC Institute presented the survey data.

The purpose of doing this survey is for the city to ask questions and see the improvements in categories. Mr. Murray stated that the city does a good job with asking similar questions over the years to target the satisfaction of the populus and target some pressure points.

This is the 6th survey done with Edgerton since 2013. It takes about 13 – 18 minutes completed online. He stated that Edgerton continues to trend well compared with other communities. Benchmarks compared to the national average are significantly above average.

He stated comparative disadvantages that resulted from the survey were the adequacy of city street lighting and infrastructure, which is very common in smaller towns.

Councilmember Longanecker stated that he hopes that the next survey residents remember the major street construction that we will be doing this year.

Councilmember Conus added that even if we were to resurface every road in Edgerton there would be complaints of some sort.

Beth stated that sometimes residents will see a street being resurfaced in another neighborhood and forget that their street was touched 3-5 years ago.

She added the City has quite a few major projects that have a lot longer of a lead time from beginning to end and she is hoping that these projects like the Greenspace, Glendale Park and other park upgrades in the city will be recognized by the time the next survey is released in 2026.

Mr. Murray stated the percentage of return is high compared to other communities. Edgerton gets about 33% of surveys back when other communities are closer to 20%.

Council thanks Mr. Murray for the results.

9. **CONSIDER RESOLUTION NO. 07-11-24A PROVIDING FOR A HEARING TO DISCUSS A POSSIBLE DANGEROUS AND UNSAFE BUILDING EXISTING AT 301 E. 5TH STREET IN THE CITY OF EDGERTON, JOHNSON COUNTY, KANSAS PURSUANT TO CITY OF EDGERTON MUNICIPAL CODE, CHAPTER IV, ARTICLE 4, SECTION 4-1105**

Development Services Director Zachary Moore stated that Jim Brown, city building inspector, did an inspection and report which is exhibit A.

Councilmember Longanecker says that he went by the property earlier today and there is not a lot happening with the property and that we should pursue action in the best interest of the city.

Councilmember Lebakken says that she did see that there was someone at the property last Friday working over there.

Councilmember Lebakken moved to approve, seconded by Councilmember Malloy. The agreement was approved, 4-0.

10. CONSIDER AMENDMENT TO THE COOPERATION AGREEMENT WITH THE BOARD OF COUNTY COMMISSIONERS OF JOHNSON COUNTY, KANSAS FOR RENEWING PARTICIPATION IN THE JOHNSON COUNTY URBAN COUNTY FOR PARTICIPATION IN THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG), HOME INVESTMENT PARTNERSHIPS (HOME), AND EMERGENCY SOLUTIONS GRANT (ESG)

CIP Project Manager Holly Robertson stated there are three programs that the City is able to participate in: Community Development Block Grant (CDBG), Home Investment Partnerships (HOME), and Emergency Solutions Grant (ESG).

On June 27, 2024, Johnson County Planning, Housing & Community Development issued an amendment to the Cooperation Agreement to the City. The amendment is necessary for the County to continue to meet HUD requirements for cooperation agreements for Urban County Qualifications.

Councilmember Lebakken asked how the word curing was being used in this situation. Ms. Robertson answered curing essentially means remedy in this instance. For example, if a house was out of code and had to be cited for code violations.

Councilmember Conus moved to approve the motion, seconded by Councilmember Longanecker. The motion was approved, 4-0.

11. CONSIDER ORDINANCE NO. 2162 AUTHORIZING THE EXECUTION OF A LOAN AGREEMENT BETWEEN THE CITY OF EDGERTON, KANSAS AND THE STATE OF KANSAS, ACTING BY AND THROUGH THE KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT FOR THE PURPOSE OF OBTAINING A LOAN FROM THE KANSAS WATER POLLUTION CONTROL REVOLVING FUND FOR THE PURPOSE OF FINANCING A WASTEWATER TREATMENT PROJECT; ESTABLISHING A DEDICATED REVENUE FOR REPAYMENT OF SUCH LOAN; AUTHORIZING AND APPROVING CERTAIN DOCUMENTS IN CONNECTION THEREWITH; AND AUTHORIZING CERTAIN OTHER ACTIONS IN CONNECTION WITH THE LOAN AGREEMENT.

Public Works Director Dan Merkh presented the Dwyer Sewer Sanitary Sewer Extension project.

Councilmember Conus asked if those funds from the development go anywhere besides the City. Ms. Linn answered no.

My response for the Edgerton City Council:

Ten years ago I started investing my money in this town. I have bought several homes, spent my life savings plus more because I knew Edgerton was going to grow. I believed Edgerton was a great town with great potential, although I had others who didn't agree with my beliefs. It was the greatest thing I have ever done. I love this town. I have no regrets. My dad was my true mentor and he guided me to all my investments. He had great faith in me and knew my lifelong desires.

301 E. 5th St. has great potential for resale or for a rental property. This is my list of the new work I have done to upgrade this home over the last two years. I have electric to the home, water and sewer service. I have completed all of the upgrades with professional quality.

New Items Added

1. HVAC furnace
2. Plumbing to bath, water heater, kitchen and laundry
3. Water Heater
4. Vinyl double-pane windows
5. Carpet in primary bedroom
6. Cabinets in kitchen
7. Moved electric panel to new location (Permitted)
8. Electrical (Plugs, Switches, Light Fixtures)
9. Ductwork to all rooms
10. Doors and jambs
11. Front entry door
12. Roof on southwest corner of house (Permitted)
13. Vinyl siding on outside south wall of the primary bedroom

Repairs

1. Rebuilt the kitchen sub-floor with $\frac{3}{4}$ " plywood
2. Every restored the service line on 9/9/24 which was impacted by a storm

Comments

My current stage in the remodel upgrade is at drywall, paint and flooring

I own several homes in this town and have remodeled each house so that the home is in like-new condition and is rented currently. I strive to make every house a home that I, myself, would be proud to live in.

I am retired and live on a fixed income. I spend everything I can to keep all my homes updated to better the community. Zach and the building inspector have been great to work with and help me through the process to reach my goals of completing this home to be either sold or rented. I'm asking you, the City Council, to trust in me and have confidence in me that I will follow through on my goals on this home. I do believe my past record with my properties makes a true statement of my commitment to this great city.



Building Official's Request for Condemnation

The City of Edgerton Community Development Department has determined that the following structure is dangerous and unsafe as defined by the Municipal Code and Kansas Statutes Annotated.

Request By: Jim Brown, CBO, LEED Green Associate

Date: 06/21/2024

Address: 301 E 5th Street

KS Uniform Parcel #: 0462030701012001000

City of Edgerton, Kansas.

Legal Description: CITY OF EDGERTON (MARTIN) LTS 1-6 EX PT IN SE CR LT 1 2BLK 22 EDC 355

Occupancy Status: Vacant.

Building Description: Residential building

Zoning: R-1

Appraised value of the structure: \$107,500 (Per Johnson Co. Appraiser's office as of June 2024)

Taxes and other assessments owed: Taxes are current. Not aware of other assessments.

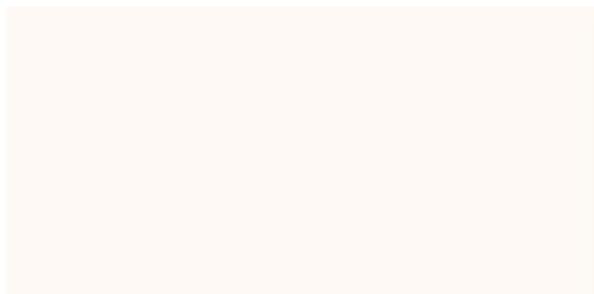
Background:

The structure at 301 E 5th Street is a 1,068 square foot single family structure constructed in 1900. The property is currently zoned R-1 (Single Family Residence District). The property area is .41 acres.

Owner 1: Danny P. O'Neal
26845 W 207th Street
Gardner, KS 66030

Owner 2: Jane A. O'Neal
26845 W 207th Street
Gardner, KS 66030

On June 3, 2024, in response to complaints received involving an unoccupied, vacant and dilapidated structure located at 301 E 5th Street an investigation was carried out. During this investigation, several significant violations were observed and documented as noted in the inspection report (attached).



DANGEROUS STRUCTURES INSPECTION

Municipal Code Chapter IV, Article 11

Following an inspection of the subject property at 301 E. 5th Street, the City Inspector found the following:

1. The structural foundation elements located at the southeast and northeast corners are in extreme disrepair and has reached its limit state. The current condition demonstrates a lack of stability in supporting the imposed loads.
2. The roof structure shows evidence of extreme dilapidation and deterioration.
3. The electrical service is in disrepair whereas the mast and weather head has broken away from the meter base. The electrical meter and housing has been removed. The gas meter has been removed. There is no evidence of active utilities for this structure.
4. The building is vacant, leading to its enticement as an attractive nuisance, which may contribute to harboring of vagrants and other unauthorized persons.
5. In addition to the violations noted on the principal dwelling, there exists a large amount of tree debris in the rear yard.

All dangerous buildings and structures are hereby declared to be a public nuisance and shall be vacated, repaired and/or demolished in accordance with the procedures specified in the Municipal Code and under authority of Kansas Statutes Annotated KSA 12-1750 through 12- 1756a.

City Council Action Item

Council Meeting Date: September 12, 2024

Department: Community Development

Agenda Item: Consider Ordinance No. 2169 Amending Article 3 – Agricultural and Residence Districts - Of The Unified Development Code (UDC) Of The City Of Edgerton, Kansas And Repealing All Ordinances Or Parts Of Ordinances In Conflict Therewith

Background/Description of Item:

The City of Edgerton’s Uniform Development Code (UDC) was adopted to encourage the most appropriate use of land and to ensure the logical and compatible growth of various districts within the City. The UDC is intended to implement the planning goals and policies contained in the Envision Edgerton 2050 Comprehensive Plan, other planning documents, and policies of the City Council and Planning Commission.

During a recent review of the Unified Development Code (UDC), staff identified a section of the Code that should be updated to help promote the character of the City as the it grows. This section of the UDC pertains directly to properties zoned R-1 (Single Family Residences). These proposed updates will introduce new standards for driveways, further clarify existing language regarding driveway materials, and implement new standards for fences.

This proposed update will provide additional clarification of what materials may be used for residential driveways. The current UDC states that all driveways to a single-family residential unit must be 18 feet in width and constructed with concrete or asphalt. The new proposed language further clarifies that concrete or asphalt pavement must be used for driveway construction, but also provides a list of prohibited driveway materials such as gravel, crushed rock and asphalt millings. The current UDC does not allow the use of loose aggregate materials today, such as gravel, this proposed language is recommended to further clarify that to readers.

The current UDC establishes a minimum width of residential driveways (18 feet) but does not have an established maximum width. Staff recommends that a driveway width maximum be implemented that would allow a driveway to be a maximum of 35% of the lot width that the driveway serves, but in no case may a driveway be greater than 30 feet wide. A driveway would also be permitted to have a 2 ½ foot flare on either side at the approach in addition to the maximum width.

During the public hearing at the August 13, 2024 Planning Commission meeting, the Planning Commission recommended that language be added to the proposed updates allowing the Zoning

Administrator to permit, on a case-by-case basis, an alternate or otherwise prohibited material when a driveway is longer than 50 feet from the public right-of-way, provided that the alternative material not be located any closer than 50 feet from the public right-of-way.

Regarding fences, staff is proposing new maximum fence heights for front yards (3 ½ feet) and side & rear yards (6 feet). Fences will also be required to be at least 50% transparent in front yards, which could be constructed of decorative aluminum, wrought iron, chain link, split rail, wood picket, or a material similar to those. If a gated pedestrian entryway is proposed in the front yard, the gated entry feature is permitted to reach a maximum of 8 feet in height, for a span of 6 feet in width at the sidewalk on private property.

As stated previously, a public hearing was held at the August 13, 2024 Edgerton Planning Commission meeting, where no members of the public spoke. The Planning Commission recommended approval of the proposed updates to Article 3 of the UDC as presented with the addition of language allowing the Zoning Administrator to approve alternative driveway materials on a case-by-case basis no less than 50 feet back from the public right-of-way. This language has been included in the enclosed draft ordinance.

A copy of the memo to the Planning Commission and draft minutes from the August 13, 2024 Planning Commission meeting are included within this packet.

Related Ordinance(s) or Statue(s): Edgerton UDC Article 3, Section 3.2.F

Funding Source: N/A

Budget Allocated: N/A

Finance Director Approval: N/A

Recommendation: Approve Ordinance No. 2169 Amending Article 3 – Agricultural and Residence Districts – Of The Unified Development Code (UDC) And Repealing All Ordinances Or Parts Of Ordinances In Conflict Therewith

Enclosed: Planning Commission Memo – August 13, 2024 Meeting
Planning Commission Minutes – August 13, 2024 Meeting
DRAFT Ordinance 2169

Prepared by: Zachary Moore, Development Services Director



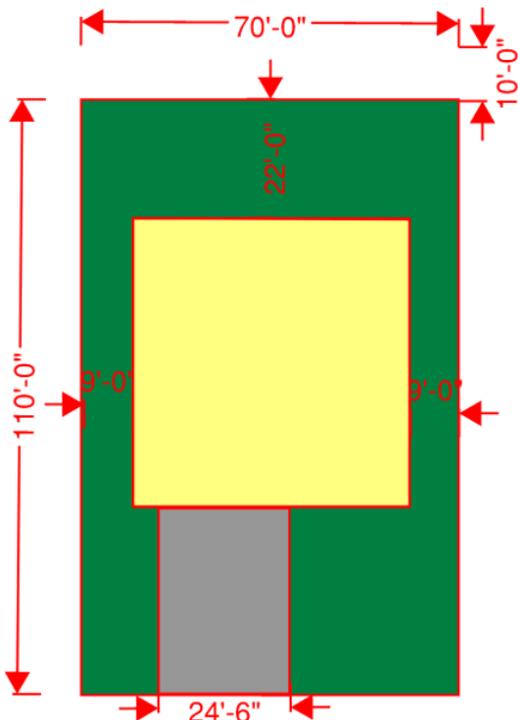
MEMORANDUM

Date: August 13, 2024
 To: City of Edgerton Planning Commission
 From: Zachary Moore, Development Services Director
 Re: Public Hearing for UDCA2024-0001 For Amendments to Article 3 (Agriculture and Residence Districts) of the Edgerton Unified Development Code (UDC) – specifically Driveways and Fences

The current Unified Development Code (UDC) includes standards for driveways in the R-1 District, but the currently adopted standards are limited to minimum width and driveways must be constructed with specific materials. Regarding fences, there are currently no standards for fences in the R-1 District adopted, which could allow for installation of fences that would not be consistent with the character of the City that we would like to see continue as we grow. Staff has identified several design criteria for both driveways and fences that will help promote the residential character that the City desires.

Driveways - Width

The current UDC requires that driveways be a minimum of 18 feet in width, however, that does not include a maximum width that a driveway can be at the drive approach. This can lead to large spans of paved material within the City right-of-way, that the City may need to replace if a reconstruction project takes place. Additionally, large spans of paved material limit the amount of green space that is in the front yard, which can appear unsightly.



Staff proposes that the current standard of minimum width of 18 feet remain. This width is typical to accommodate two (2) passenger vehicles, as the standard dimension for a parking stall is 9 feet by 18-20 feet. Staff recommends introducing a driveway width maximum (to be measured at the right-of-way/property line) of 35% of the total lot width, but in no case to exceed 30 feet in width at the right-of-way line. In addition to the maximum 30 foot width, a driveway may include 2 ½ foot flared 'wings' on either side of the driveway.

The driveway may expand in width beginning 2 feet set back of the right-of-way/property line, provided that the maximum lot coverage for the lot is not exceeded.

For instance, the minimum lot width for a lot zoned R-1 (Single Family Residences) in the City is 70 feet. For a lot of this size, the driveway may be between 18 feet and 24 ½ feet, with a 2 ½ foot wing on either side of the driveway. The image to the left depicts the maximum width of a driveway on the minimum lot size in Edgerton.

Driveways – Number Of

The Edgerton UDC currently does not place a maximum on the number of driveways that can service a lot. Staff is proposing that any single-family residence be limited to a maximum of one (1) new driveway connection to the public right-of-way, whether that be platted street right-of-way or alley right-of-way.

Gated Driveways

The current UDC does not speak to setback requirements for gated driveways. Should a property owner wish to add a gate to their driveway, the gate should be set back far enough on the property to ensure that the flow of traffic in the right-of-way does not get blocked and that vehicles awaiting entry through the gate do not impede the sidewalk. To account for this, staff recommends that a gate for a driveway be placed 25 feet back from the right-of-way/property line.

Driveways – Material

The Edgerton UDC currently requires that all new driveways be constructed of asphalt or concrete. Staff is recommending that additional standards be added to driveway material requirements, specifically clarifying that the asphalt or concrete must be paved, and not asphalt millings. Additionally, staff is proposing that brick pavers may be used as an accent material on driveways, provided that they are laid on concrete. In no case may brick pavers used as an accent be placed in the public right-of-way.

In scenarios where the City must replace a driveway following a construction project, the City will replace the damaged portion of the driveway with concrete.

Fences – Height

The Edgerton UDC permits fences as an accessory to a home in the R-1 District, however, the Code does not have any standards for fences currently. Staff is recommending that height maximums be implemented for fences in the R-1 District. Staff is recommending that the maximum fence height be six (6) feet for side and rear yards and 3 ½ feet for front yards. When applying the height maximum, the front line of the house will serve as the dividing line. In no case may a fence be greater than 3 ½ feet in height when located between the front line of the house and the right-of-way line. The one exception to this height maximum would be if a property owner wishes to construct an entry gateway at a sidewalk connection to the property. A gateway may be placed at the sidewalk connection to the public sidewalk and may not exceed 8 feet in height nor 6 feet in width.

Fences – Material

As mentioned above, the UDC permits fences as an accessory to a home in the R-1 District, however, the UDC does not include any fencing material standards. To ensure that the community has a welcoming appearance, staff recommends adding material requirements for fences. Staff recommends that fences in the front yard (as defined above) must be at least 50% transparent (i.e. split rail, decorative aluminum, chain link, etc.).

All fences must be made of one of the following types of construction or similar: brick or stone walls or pillars, wood stockade, wood lattice, chain link, split rail, wood rail, wrought iron, decorative aluminum, spaced picket fence, imitation vinyl, or composite fence panel. In no scenario may barbed wire, chicken wire, or above ground electric fencing be used.

Conclusion

Staff requests that the Commissioners provide any additional feedback regarding **Article 3** as it relates to fences and driveways. Staff will collect final comments or feedback and incorporate them into a final

version of these Articles, which would be presented to the City Council for review, consideration, and adoption. Prior to presentation to the City Council, staff will provide a revised copy of the UDC to the City Attorney for review.

Please note that should this update be approved, driveways in the City may remain in their current condition as of the date of adoption and may be improved, so long as any existing legal nonconformities are increased upon.

Mathos. Application CU2024-0101 was recommended for approval as stipulated, with a 4-0 vote.

8. **UDCA2024-0001: PROPOSED AMENDMENTS TO ARTICLE 3 OF THE EDGERTON UNIFIED DEVELOPMENT CODE**

Mr. Zachary Moore, Development Services Director, spoke before the Commission. He explained that the UDC outlines standards for Single Family Residential (R-1) zoned property. The standards for driveways in R-1 are the minimum width and materials the driveway is made of. Mr. Moore explained City staff is requesting direction from the Commission for additional standards on driveways and to create fence regulations for R-1 zoned properties.

Mr. Moore began with going through the requirements currently listed in the UDC for driveways. The required minimum width of a driveway is 18 feet and there is no maximum width at the approach. He explained that this could become an issue for the City when street projects that requires replacing drive approaches, it could lead to large expanses of replacing driveway approaches. It will also be aesthetically pleasing to have a standard width. He stated City staff is recommending a maximum width of 35% of the lot width or a 30-foot maximum at the right-of-way. The minimum width of 18 feet would remain. For a 70-foot-wide lot, which is what the UDC minimum lot width in R-1, would be 24.5 feet. The minimum driveway width of 18 feet is equivalent to the width of two (2) parking stalls side-by-side. A two and a half (2.5) foot flare where the driveway meets the street would be permitted on each side of the driveway. Mr. Moore stated that the connection point at the street would be 35 feet, which is the maximum width that the City allows at Logistics Park Kansas City (LPKC). Mr. Moore clarified that the driveway may widen once the driveway is two (2) feet behind the property line, up to the maximum lot coverage, so additional parking can be added.

Mr. Moore said that these proposed changes is for the R-1 zoning designation, nothing in A-G or other residentially zoned parcels. Any new construction, new driveways, or expansions for the driveway will need to meet the updates, if they are adopted. Any existing conditions can remain once the amendments are adopted and maintenance can be done on existing driveways, but no new gravel driveways or parking areas will be allowed.

Mr. Moore explained City staff is recommending that the UDC be amended to limit the number of driveways that can service a lot. The proposal would limit any single-family residence be limited to one (1) driveway connection to the public right-of-way, either from a street or alley. Gated driveways would be permitted; however, the gate would need to be setback as to not impede traffic either in the street or pedestrians utilizing the sidewalk. Therefore, City staff proposes a setback of 25 feet for driveway gates. The gates would also be required to meet fire access requirements. The final item that is proposed regarding driveways is that of the material used to construct the driveway. He stated the current standard states that asphalt or concrete must be used for the driveway. City staff is proposing to add to that standard to help clarify precisely what can and cannot be used. City staff recommends that asphalt millings be prohibited, as with gravel. The UDC should state that the driveway must be a paved surface. Mr. Moore said City staff would also find it beneficial to allow brick pavers to be used as an accent material for driveways. The pavers would need to be laid on concrete and cannot be in the public right-of-way. He explained not allowing the pavers in the City would mean if the City were working on the street and the approach is being replaced, the City will not be

responsible for putting pavers in the approach. Commissioner Draskovich recommended that loose aggregate be added to the prohibited materials so it would also include sand, pea gravel, and other similar materials.

Mr. Moore stated regarding fences, they are allowed as an accessory structure, but there are no regulations on fences. City staff is proposing height limits and material restrictions for fences. The first height limitation will be for fences in front yard. This will be fences located between the front of the house and the street. Mr. Moore explained that if the garage is set forward from the house, then the fence height would be from the front of the garage to the street. The proposed height limit would be three and a half (3.5) feet, which was decided on as that is the height listed in the Manual on Uniform Traffic Control Devices as the standard eye height for a passenger car, and the fence must be at least 50% transparent. This would require the material be lattice, chain link, wrought iron, or other similar materials. This would prevent any walls or stockade-style privacy fences in the front yard. Mr. Moore stated that these requirements would be for new fences or future development only. He said an exception to the height requirement in the front yard would be for a gated entryway, like an ornamental gate, with the maximum height of eight (8) feet and a maximum width of six (6) feet. For the side and rear yard, a fence would be allowed to be a maximum of six (6) feet in height. Mr. Moore explained the materials for fences in the side and rear yard will be allowed to be stone, wood stockade, wood lattice, chain link, split rail, wood rail, wrought iron, decorative aluminum, spaced picket fence, imitation vinyl, or composite fence panel. He said that existing fences not meeting this material list will not have to be removed, but it cannot be replaced with a prohibited material. Commissioner Draskovich stated that this would be a normal type of fence in the side and rear yard and no eyesores in the front yard. He clarified that no above ground electric fence could be used. Mr. Moore stated that is correct.

Chairperson Daley opened the public hearing. There were no comments made at this time. Commissioner Mathos moved to close the public hearing. The motion was seconded by Commissioner Little. The public hearing was closed, with a 3-0 vote.

Commissioner Draskovich recommended that concrete not be required for a driveway on a large residential lot. He explained that it would become cost prohibitive to develop those lots if a full concrete drive is required. He recommended that a limit be set on how long a concrete driveway must be. Mr. Moore inquired if it should be a footage setback or to allow the Zoning Administrator the authority to make case-by-case determinations. Commissioner Draskovich added that an apron of some sort will be needed to keep gravel or other material off of the roadway and require a concrete pad at the house as well to help seal the garage. Commissioner Mathos stated she likes allowing the Zoning Administrator to make case-by-case determination. Chairperson Daley agreed that the Zoning Administrator should have that authority however there should be a set amount that should have to be concrete or pavement. Commissioner Draskovich said the setbacks are typically the same in a neighborhood and there should be a minimum distance that must be paved or concrete. Mr. Moore suggested to add language of allowing the Zoning Administrator to approve alternative materials on a case-by-case basis, but in no case may the driveway length be less than 50 feet. That way it is always at least to the front yard setback, then there would be minimum impact on public right-of-way. He explained that the current development trend is to have more and more dense subdivisions. He stated he will create different options of requirements to the Governing

Body for them to consider. The Commission agreed it was best to not require longer driveways to be fully paved.

Commissioner Little stated that he has a retaining wall and gravel parking area on the side of his house. He and his family have considered getting a travel trailer and the parking area would need to be expanded. He inquired as to what constitutes a driveway versus a parking pad or area. Mr. Moore stated prior to adoption of the amendments, he and Mr. Clinton will catalog what conditions are existing. A gravel parking area or pad would be an extension of the driveway. He stated that a gravel driveway or parking area is not permitted under the current UDC. Commissioner Little inquired a property owner had to drive through grass to get to the parking area. Mr. Moore answered it would still be considered part of a driveway. Chairperson Daley stated there was a church that wanted to put gravel down for a driveway and wasn't allowed to.

Chairperson Daley asked if the amendments would need to come back to the Commission. Mr. Moore replied that City staff has received enough direction from the Commission to draft an ordinance, so not necessarily, unless the Commission would like to see the amendments prior to the Governing Body wants to see it again. The only item that might need to be revisited, would be the case-by-case clause for the driveways. He explained that if the Governing Body has other direction, it will then come back to the Commission. He stated he can present a brief recap what the Governing Body does regarding the amendments. The Commission agreed for a recap after the Governing Body makes a decision.

Commissioner Mathos moved to recommend approval of the proposed amendments to Article 3 of the UDC. Commissioner Draskovich seconded the motion. The amendments were recommended for approval, 4-0.

9. FUTURE MEETING REMINDERS

Chairperson Daley stated that the next regular session is scheduled for September 10, 2024; October 8, 2024; and November 12, 2024.

10. ANNOUNCEMENTS

There were no announcements made at this time.

11. ADJOURN

Commissioner Little moved to adjourn the meeting. Commissioner Mathos seconded the motion. The meeting was adjourned at 7:48 PM, 4-0.

Submitted by Chris Clinton, Planning and Zoning Coordinator

ORDINANCE NO. 2169

AN ORDINANCE AMENDING ARTICLE 3 OF THE UNIFIED DEVELOPMENT CODE OF THE CITY OF EDGERTON, KANSAS REGARDING REGULATIONS FOR FENCES AND DRIVEWAYS WITHIN THE R-1 (SINGLE FAMILY RESIDENCES) ZONING DISTRICT AND REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT THEREWITH.

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

SECTION 1. Article 3, Section 3.2.F of the Edgerton Unified Development Code shall be amended to read as follows:

F. District Regulations.

1. Storage or use of accessory uses such as boats, boat trailers, camper trailers, jet skis, and other similar recreational vehicles up to a maximum of three such uses or devices is allowed, provided said uses are located within required rear yards or within established side yards. Such uses shall not include the outdoor storage or parking of commercial trucks or buses that exceed a three-ton manufacturer's rating hauling capacity, except school buses parked in driveways during the daylight hours.
2. Three off-street parking places shall be provided for each residence, one of which may be in the garage. Such parking space shall be at least nine (9) feet by twenty (20) feet.
3. Each new single-family dwelling unit constructed after the adoption of this ordinance shall construct one attached garage. A garage connected by a breezeway shall comply with this provision.
4. Each single-family home is permitted to have no more than one (1) driveway that connects to a public right-of-way.
5. All driveways to a single-family residential unit must meet the following criteria:
 - a. The minimum permitted width of a driveway is 18 feet.
 - b. The maximum permitted width of a driveway is 35% of the width of the lot, however, in no case may a driveway be wider than 30 feet.
 - i) A 2 ½ foot paved wing may be placed on either side of the driveway at the approach, in addition to the maximum width of the driveway.
 - c. All driveways must be constructed of paved asphalt or paved concrete. Brick pavers may be used as an accent material on driveways, only if laid on concrete. The use of brick pavers is not permitted within the public right-of-way.
 - d. The use of asphalt millings or any loose aggregate material as a driveway surface is prohibited. This includes but is not limited to gravel, chip-seal material, crushed rock or stone, ballast sand, or similar material.
 - i) For driveways greater than 50 feet in length, the Zoning Administrator may review and consider approval of alternative materials upon written request, on a case-by-case basis. However, in no case may the alternative material be used closer than 50 feet from the public right-of-way.
 - e. A driveway is permitted to be gated, provided that the gate blocking the driveway be set back a minimum of 25 feet from the public right-of-way line.
 - i) All gates must be compliant with all Fire Code requirements.
6. All fences in the R-1 District must meet the following criteria:
 - a. Front yard fences:

- i) Maximum Height: 3 ½ feet
 - a. A pedestrian entryway with a gate may reach a maximum of 8 feet tall if placed at a sidewalk, not to exceed 6 feet in width.
 - ii) Minimum Opacity: 50%
 - iii) Permitted Materials: Chain link, vinyl-coated chain link, wood or vinyl picket, decorative aluminum or wrought iron with or without decorative columns, split rail, wood lattice, or similar material.
 - iv) Prohibited Materials: Razor wire, chicken wire, barbed wire, above ground electrical wire, corrugated metal, woven/welded wire, line wire or similar wire or metal material.
- b. Side and rear yard fences:
- i) Maximum Height: 6 feet
 - ii) Permitted Materials: Brick or stone walls or pillars, wood stockade, wood lattice, chain link, vinyl-coated chain link, split rail, wrought iron, decorative aluminum, vinyl or imitation vinyl, composite fence panel, spaced picket fence, or similar material.
 - iii) Prohibited Materials: Razor wire, chicken wire, barbed wire, above ground electrical wire, corrugated metal, woven/welded wire, line wire or similar wire or metal material.

SECTION 2. REPEAL OF CONFLICTING ORDINANCES. All ordinances or sections of ordinances in conflict herewith are hereby repealed.

SECTION 3. EFFECTIVE DATE. This ordinance shall take effect and be in force from and after its passage, approval and publication once in the City's official paper.

PASSED by the Council and APPROVED by the Mayor on this 12th Day of September, 2024

DONALD ROBERTS, Mayor

ATTEST:

ALEXANDRIA CLOWER, City Clerk

APPROVED AS TO FORM:

TODD LUCKMAN for
Stumbo Hanson, LLP, City Attorneys

City Council Action Item

Council Meeting Date: September 12, 2024

Department: Public Works

Recommendation: Approve Change Order to Contract with Incite Design Studio for Construction Phase Services as part of The Greenspace Project for \$53,580.

Background/Description of Item:

On August 26, 2021 City Council approved a contract with Incite Design Studio for the design of The Greenspace. The project scope and budget were defined, and an update was brought to City Council on September 8, 2022. In late 2022, the design for The Greenspace was completed and on December 15, 2022, Council approved a contract with Incite Design Studios for Construction Phase Services (Phase 2). Then in February of 2023 City Council approved the concurrence to bid for construction of the Greenspace and the contract for construction was awarded to Combes Construction in July of 2023.

Construction phase services include:

- Construction Contract Negotiations
- Preparation of Project Manual and Project Specifications
- Construction Administration
 - Submittal Review
 - Design Review/Designs during Construction
- Additional Survey during Construction

Supplemental Services were listed in the original contract document as additional costs if required or requested by the Owner. A re-design for the oven hood was required and approved by the City Administrator to accommodate the approved oven for the facility. Third Party Special Inspection Services are also required to ensure quality assurance of the construction materials placed during construction. IDS contracted the inspection and testing services through a third-party contractor and passed the cost to Edgerton without a markup. Both these additional services and costs included in this change order are shown in the table on the following page.



ORIGINAL CONTRACT \$ 615,193.00

Description	Amount	Authority	Approval Status
MEP Re-design for Oven Hood	\$ 4,000.00	City Administrator	Yes
Third Party Special Inspections and Testing	\$31,660.00	City Council	Pending
Additional Testing and Inspection Services	\$ 17,920.00	City Council	Pending
TOTAL CONTRACT TO DATE WITH CHANGE ORDERS	\$ 668,773.00		

This change order encompasses modifications encountered at this point in the construction schedule and does not include the final overrun/underrun for the project. Currently there are funds available in miscellaneous contingency budget items that could cover this change order within the Greenspace total project cost.

Therefore, it is the recommendation of Staff to approve this change order for construction phase services of the Greenspace to Incite Design Studio.

Related Ordinance(s) or Statue(s):

Funding Source: General Obligation Bonds

Budget Allocated: \$ 8,704,950

x 

Finance Director Approval: Karen Kindle, Finance Director

Recommendation: Approve Change Order to Contract with Incite Design Studio for Construction Phase Services as part of The Greenspace Project for \$53,580.

Enclosed: AIA G801 – Notice of Additional Services

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



AIA Document G801™ – 2017

Notice of Additional Services

PROJECT: *(name and address)*
Greenspace
Edgerton, KS

AGREEMENT INFORMATION:
Date: 08/26/2024

NOTICE INFORMATION:
Notice Number: 001
Date: 08/26/2024

OWNER: *(name and address)*
City of Edgerton
404 E Nelson St
Edgerton, KS 66021

ARCHITECT: *(name and address)*
incite Design Studio
110 W. 18th Street
Kansas City, MO 64108

Select as appropriate:

- ADDITIONAL SERVICES THAT REQUIRE THE OWNER'S WRITTEN AUTHORIZATION TO PROCEED**
(Refer to the Owner-Architect Agreement for a list of Additional Services that require the Owner's written authorization to proceed.)

The Architect hereby notifies the Owner of the need, and requests the Owner's authorization, to perform the following Additional Services:

(Describe the proposed Additional Services and explain the facts and circumstances giving rise to their need.)

*MEP Cooking Hood Redesign Fee
Braun Intertek Special Inspections - Original Proposal
Braun Intertek Special Inspections - Change Order 01 Estimate*

Compensation Adjustment:

MEP Redesign - \$4,000
Braun Intertek Original Proposal - \$31,660
Braun Intertek Change Order 01 Estimate - \$17,920

Schedule Adjustment:

- ADDITIONAL SERVICES TO AVOID DELAY IN CONSTRUCTION**
(Refer to the Owner-Architect Agreement for a list of Additional Services that the Architect may provide to avoid delay in Construction.)

The Architect hereby notifies the Owner of the need to perform the following Additional Services:
(Describe the Additional Services and explain the facts and circumstances giving rise to their need.)

Compensation Adjustment:

Schedule Adjustment:

Note: The Architect may have already begun to provide these services to avoid delay in the Construction Phase of the Project. If the Owner determines that all or parts of these services are not required and elects to discontinue these services, the Owner must promptly notify the Architect and compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

ISSUED BY THE ARCHITECT:

incite Design Studio

ARCHITECT (Firm name)



SIGNATURE

Patrick Smith, Office Director

PRINTED NAME AND TITLE

9-4-24

DATE

OWNER'S AUTHORIZATION, IF REQUIRED:

City of Edgerton

OWNER (Firm name)

SIGNATURE

Beth Linn, City Administrator

PRINTED NAME AND TITLE

DATE

City Council Action Item

Council Meeting Date: September 12, 2024

Department: Public Works

Agenda Item: Consider Change Order #16 to Contract with Combes Construction for Additional Pavement related to Construction of The Greenspace Project

Background/Description of Item:

On July 13, 2023, City Council awarded the contract with Combes Construction, LLC for construction of The Greenspace Project for \$6,761,000.00. Construction began in August of 2023.

The City’s Purchasing Policy sets the approval authority for change orders as summarized in the table below.

Change Order Amount	Authorizing Party
<ul style="list-style-type: none"> • Less than 10% of the approved amount for the project or item; and • Less than \$15,000; and • Does not cause the project/item to exceed the budget for the project/item. 	City Administrator
Greater than 10% of the approved amount for the project or item	Governing Body
Greater than \$15,000	Governing Body
Causes the project/item budget to be exceeded	Governing Body

In March of this year City Council was updated about Change Orders #1, #2, #4, and #5 that were approved within the authority of the City Administrator. At that same council meeting City Council approved Change Order #6 related to access controls and security modifications that required Council authorization. Then in April of this year City Council approved Change Order #8 to rebuild the sanitary sewer connection for the library.

Since the last update to Council, Change Orders #3, and #9-#13 were approved. According to the purchasing policy, these change orders are within the authority of the City Administrator. A summary of those approved change orders is below.

- **Change Order #3:** is an increase (+\$6,339) to have Combes Construction perform an electrical breaker coordination study as required per building code, but not included in the contract documents.
- **Change Order #9:** is an increase (+\$90) to have Combes Construction procure a dishwasher or the appropriate size for the kitchen.
- **Change Order #10:** is an increase (+\$5,486.00) for Combes Construction to build secured cabinetry in the Community Room to house the audio visual and network equipment for this space. This change order was requested by the City.
- **Change Order #11:** is an increase (+\$2,913.00) for Combes Construction for upgrade the electrical system in the storage room to provide sufficient power for an increase number of appliances to use this space. This change order was requested by the City.
- **Change Order #12:** is an increase (+\$1,449.00) for Combes Construction for subcontract specialty equipment to cut the existing sidewalk from the exterior walls of the businesses along Nelson to create a smooth transition to the new sidewalk.
- **Change Order #13:** is an increase (+\$4,469.00) for Combes Construction to remove and replace additional concrete pavement in the library parking lot. This change order was requested by the City.

According to the purchasing policy, Change Order #16 requires approval by the Governing Body.

- **Change Order #16:** is an increase not to exceed (+\$29,728.00) to have Combes Construction and their subcontractors rebuild the asphalt pavement along East 3rd Street where the alley behind the Greenspace will connect to the road and along Martin where the new parking lot entrance will connect to the road. The asphalt in these areas was found to be very thin, less than 2 inches thick in some areas and in poor condition. City Staff requested Combes estimate a maximum not exceed number to restabilize the pavement subgrade and place new asphalt along segments of E 3rd Street and Martin Street.

The design team has reviewed all change orders and finds the costs to be reasonable and appropriate for the scope of work involved. The table below shows the previously approved change orders to date and recommended Change Order #16 for consideration by City Council.

If Change Order #16 is approved by City Council, the contract amount would be revised from \$6,761,000.00 to \$6,870,489 (+\$109,489).

		ORIGINAL CONTRACT	\$ 6,761,000.00		
Change Order Number	Description	Amount	Authority	Approval Status	
1	West Tree Removal	\$ 3,696.00	City Administrator	Yes	
2	Added Conduit (Fiber)	\$ 2,950.00	City Administrator	Yes	
3	Breaker Coordination Study	\$ 6,339.00	City Administrator	Yes	
4	Panelboard Credit	\$ (1,263.00)	City Administrator	Yes	
5	ATS Credit	\$ (10,013.00)	City Administrator	Yes	
6	Access Controls and Security Modifications	\$ 41,396.00	City Council	Yes	
7	Temporary Junction Box	\$ 2,550.00	City Administrator	Yes	
8	Library Sewer	\$ 19,699.00	City Council	Yes	
9	Dishwasher Upgrade	\$ 90.00	City Administrator	Yes	
10	AV Cabinet/Casework	\$ 5,486.00	City Administrator	Yes	
11	Storage Room Electrical Upgrades	\$ 2,913.00	City Administrator	Yes	
12	Flush Cut @ Ext Building on Nelson	\$ 1,449.00	City Administrator	Yes	
13	Library Sewer Additional Pavement	\$ 4,469.00	City Administrator	Yes	
16	Additional Pavement along E 3rd and Martin	\$ 29,728.00	City Council	No	
		TOTAL CONTRACT TO DATE WITH CHANGE ORDERS	\$ 6,870,489.00		

These change orders encompass modifications encountered at this point in the construction schedule and do not include the final overrun/underrun of quantities for the project. Contractually the project substantial completion is set for February of 2025. Any additional change orders, including the final change order, will be forwarded for authorization (as needed by policy) at a future Council date.

On September 9, 2022 an updated project scope and budget was approved by Council with an overall project cost of \$8,704,500. The change orders with Combes Construction are within the project budget.

Therefore, it is the recommendation of Staff to approve Change Order #16 for construction of the Greenspace to Combes Construction.

Related Ordinance(s) or Statue(s):

Funding Source: General Obligation Bonds

Budget Allocated: \$ 8,704,950

x Karen E. Kindle

Finance Director Approval: Karen Kindle, Finance Director

Recommendation: Approve Change Order #16 to Contract with Combes Construction for Additional Pavement related to Construction of The Greenspace Project for a Maximum Not to Exceed of \$29,728.00.

Enclosed: Potential Change Order #16

Prepared by: Dan Merkh, Public Works Director

COMBES POTENTIAL CHANGE ORDER REQUEST NO. 16
 Architect's Proposal Request No.
 COMBES JOB # 2330

DESCRIPTION: 3rd Street & Martin Street Asphalt Replacement

	QTY	UNIT	U.P.	TOTAL
COMBES LABOR				
Operator	12	hr	90.00	0.00
				1,080.00
SUBTOTAL LABOR				1,080.00
COMBES MATERIAL / EQUIPMENT				
CB Trucking	8	hr	135.00	0.00
				1,080.00
Dump Fees	6	ls	88.00	0.00
				528.00
SUBTOTAL MATERIAL / EQUIPMENT				1,608.00
SUBCONTRACT				
Fine Cut	280	LF	10.00	2,800.00
Updike Paving	285	SY	78.05	22,244.25
SUBTOTAL SUBCONTRACT				25,044.25
SUBTOTAL: Labor, Material, Subcontractor (raw cost)				27,732.25
Less: Allowance Budgeted (raw cost)				0.00
SUBTOTAL THIS PROPOSAL				27,732.25
Sales Tax on Combes Material	NA	%		0.00
Burden on Combes Labor	38	%		410.40
SUBTOTAL WITH TAX/Combes LABOR BURDEN				28,142.65
Fee on Combes Work	10	%		309.84
Fee on Sub Work	5	%		1,252.21
SUBTOTAL WITH Combes Fee				29,704.70
Builders Risk Insurance				
Performance & Payment Bonds	0.08	%		23.76
TOTAL THIS PROPOSAL				\$ 29,728