

**EDGERTON CITY COUNCIL
MEETING AGENDA
CITY HALL, 404 EAST NELSON STREET
May 24, 2018
7:00 P.M.**

Call to Order

1. **Roll Call** ____ Roberts ____ Longanecker ____ Brown ____ Conus ____ Lewis
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 for May 10, 2018 Regular City Council Meeting
5. Consider Resolution No. 05-24-18A Approving The Mayoral Appointments For The City Treasurer, City Prosecutor, Municipal Judge, And City Attorney For The City Of Edgerton, Kansas
6. Consider the Purchase of a 2018 Mahindra 2555 Compact Utility Tractor
7. Consider the Purchase of a Caterpillar CB24 Asphalt Roller
8. Consider Resolution 05-24-18B Authorizing the Closure of Certain Public Streets During the Edgerton Summer Kickoff Block Party
9. Consider Resolution 05-24-18C Recognizing the Edgerton Summer Kickoff Block Party as a "Public Festival" for Purposes of the City's Noise Restrictions
10. Consider Final Acceptance of the Dollar General/Project Eisenhower Public Infrastructure and Authorize Final Payment to Colby Series 17, LLC
11. Consider Final Acceptance of Arrowhead Sanitary Sewer and Authorize Final Payment
12. Consider Resolution 05-24-18D Appointing Rachel James as City Clerk and Scott Peterson as Deputy City Clerk
13. Consider Resolution 05-24-18E Approving Banking Resolution with Central Bank of the Midwest

Regular Agenda

14. **Public Comments.** Persons who wish to address the City Council regarding items not on the agenda and that are under the jurisdiction of the City Council may do so when called upon by the Mayor. Comments on personnel matters and matters pending before court or other outside tribunals are not permitted. Please notify the City Clerk before the meeting if you wish to speak. Speakers are limited to three (3) minutes. Any presentation is for informational purposes only. No action will be taken.
15. **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.
16. Presentation by Gardner Edgerton Chamber of Commerce for 2019 Fiscal Year Budget Request.

Business Requiring Action

17. **PUBLIC HEARING REGARDING A REQUEST BY THE FRONTIER DAYS ASSOCIATION FOR A WAIVER (AS ALLOWED PURSUANT TO SECTION 3-202 OF ARTICLE 1 OF CHAPTER III OF THE CITY CODE) FROM THE PROHIBITION AGAINST SERVING ALCOHOLIC LIQUOR WITHIN 300 FEET OF THE LIBRARY FOR THE JUNE 15 AND 16, 2018 ANNUAL FRONTIER DAYS FESTIVAL**

18. **CONSIDER RESOLUTION NO. 05-24-18F AUTHORIZING SPECIAL EVENT PERMIT FOR SALE AND CONSUMPTION OF ALCOHOLIC LIQUOR ON CERTAIN PUBLIC PROPERTY WITHIN THE CITY OF EDGERTON, KANSAS**

Motion: _____ Second: _____ Vote: _____

19. **CONSIDER ORDINANCE NO. 1081 ADOPTING A RECOMMENDATION BY THE CITY OF EDGERTON PLANNING COMMISSION TO APPROVE REZONING OF APPROXIMATELY 120 ACRES OF LAND [LOCATED ON THE NORTHEAST CORNER OF FOUR CORNERS ROAD AND 199TH STREET] IN EDGERTON, KANSAS FROM JOHNSON COUNTY RUR, RURAL ZONING TO CITY OF EDGERTON L-P LOGISTICS PARK ZONING DISTRICT.**

Motion: _____ Second: _____ Vote: _____

20. **CONSIDER ORDINANCE NO. 1082 AUTHORIZING THE CREATION OF THE LPKC DISTRICT NO. 1 COMMUNITY IMPROVEMENT DISTRICT, LEVYING SPECIAL ASSESSMENTS WITHIN SUCH DISTRICT, AND APPROVING A DEVELOPMENT AGREEMENT.**

Motion: _____ Second: _____ Vote: _____

21. **Report by the City Administrator**

22. **Report by the Mayor**

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

- June 2nd: 6:30-9:00 PM – Summer Kickoff Block Party
- June 2nd: 9:00-11:00 PM – Downtown Summer Movie Night
- June 7th 7:00 PM – Budget Work Session and Citizen Survey Review
- June 15th-16th – Edgerton Frontier Days
- June 20th: 12:00 PM – Senior Lunch

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

City of Edgerton, Kansas
Minutes of City Council Regular Session
May 10, 2018

A Regular Session of the City Council was held in the Edgerton City Hall, 404 E. Nelson Edgerton, Kansas on May 10, 2018. The meeting convened at 7:00 p.m. with Mayor Roberts presiding.

1. ROLL CALL

Ron Conus	present
Clay Longanecker	present
Josh Lewis	present
Jody Brown	present

With a quorum present, the meeting commenced.

Staff in attendance:

- City Administrator Beth Linn
- Assistant City Administrator/Interim City Clerk Scott Peterson
- City Attorney Lee Hendricks
- Parks Maintenance Bob McVey
- Development Services Director Katy Crow
- Finance Director Karen Kindle
- Public Works Superintendent Trey Whitaker

2. WELCOME

3. PLEDGE OF ALLEGIANCE

CONSENT AGENDA

4. Minutes for April 25 Special City Council Meeting were considered
5. Minutes for April 26 Regular City Council Meeting were considered
6. Resolution 05-10-18A Appointing Katy Crow as Zoning Administrator for the City of Edgerton was considered
7. Final Acceptance of North Widmer Main & Lift Station and Authorize Final Payment was considered
8. Final Acceptance of North Widmer Gravity Main Extension and Authorize Final Payment was considered
9. Final Acceptance of Big Industrial Lift Station and Force Main and Authorize Final Payment was considered
10. Final Acceptance of Big Industrial Phase I Main and Authorize Final Payment was considered
11. Final Acceptance of Big Industrial Phase II and Authorize Final Payment was considered
12. Three-Year Agreement with Varney & Associates, CPAs, LLC, to Prepare the City's Financial Audit for Fiscal Years 2018, 2019 and 2020 was considered
13. Approval of 2018 Annual Street Maintenance Program, with McAnany Construction, Inc for Ultrathin Bonded Asphalt Surface & Mill and Overlay was considered

At the request of Mayor Roberts, Consent Agenda Item #4 was removed for further discussion.

Motion by Brown, Second by Longanecker, to approve the Consent Agenda Items #5-13. Motion was approved 4-0.

Mayor Roberts presented an updated Consent Agenda Item #4, Minutes for April 25 Special City Council Meeting. The updated item had minor edits made to the original by City Attorney Lee Hendricks.

Motion by Longanecker, Second by Lewis, to approve Consent Agenda Item #4. Motion was approved 4-0.

REGULAR AGENDA

14.Public Comments.

There were no public comments for the May 10, 2018 meeting.

15.Declaration. None.

16. CONSIDER RESOLUTION NO. 05-10-18D AUTHORIZING THE CLOSURE OF CERTAIN PUBLIC STREETS DURING THE EDGERTON FRONTIER DAYS FESTIVAL, PERMISSION TO USE REQUESTED CITY BUILDINGS/PUBLIC SPACES, AND THE APPROVAL OF ADDITIONAL SERVICE REQUESTS

Assistant City Administrator Scott Peterson presented the resolution to Council. The Frontier Days Committee is requesting the closure of the same streets as previous years for the Frontier Days Festival, to be held June 15th and 16th; the only exception to the request road closures is to East 4th Street, which the Frontier Days Committee and City Staff are requesting to be closed further North to McCarty Street, which is farther than in previous years. Mayor Roberts requested that City Staff ensure that handicap parking is made available and easily accessible for the Frontier Days festival. Mr. Peterson replied that they would make sure to accommodate handicap parking.

Motion by Longanecker, Second by Lewis, to approve Resolution 05-10-18D. Motion was approved 4-0.

17. PUBLIC HEARING REGARDING A REQUEST BY THE FRONTIER DAYS ASSOCIATION FOR A WAIVER (AS ALLOWED PURSUANT TO SECTION 3-202 OF ARTICLE 1 OF CHAPTER III OF THE CITY CODE) FROM THE PROHIBITION AGAINST SERVING ALCOHOLIC LIQUOR WITHIN 300 FEET OF THE LIBRARY FOR THE JUNE 15 AND 16, 2018 ANNUAL FRONTIER DAYS FESTIVAL

Mayor Roberts announced that this Public Hearing would be held at the next regularly scheduled City Council Meeting, Thursday, May 24, 2018, to provide staff time to provide proper notification and advertisement of the hearing.

18. CONSIDER RESOLUTION NO. 05-10-18E TEMPORARILY WAIVING CITY PROHIBITION AS TO THE SALE AND CONSUMPTION OF ALCOHOLIC LIQUOR ON CERTAIN PUBLIC PROPERTY, AND RECOGNIZING FRONTIER DAYS AS A "PUBLIC FESTIVAL" FOR PURPOSES OF THE CITY'S NOISE RESTRICTIONS

Due to the previous item being held at the next City Council meeting, Mayor Roberts requested that this item be tabled until the May 24 City Council Meeting.

Motion by Brown, Second by Longanecker, to table Resolution 05-10-18E until the May 24 City Council Meeting. Motion was approved 4-0.

19. CONSIDER RESOLUTION NO. 05-10-18F AUTHORIZING SPECIAL EVENT PERMIT FOR SALE AND CONSUMPTION OF ALCOHOLIC LIQUOR ON CERTAIN PUBLIC PROPERTY WITHIN THE CITY OF EDGERTON, KANSAS

Assistant City Administrator Scott Peterson presented the resolution to Council. This is the resolution required by state law for the City Council to approve to allow for the sale of alcohol on public property. The alcohol at the Frontier Days festival will be kept and sold out of the garage at 305 E Nelson, which is owned by the City.

Motion by Lewis, Second by Brown to approve Resolution 05-10-18F. Motion was approved 4-0.

20. PUBLIC HEARING REGARDING RESOLUTION NO. 05-10-18G DETERMINING THE INTENT OF THE CITY OF EDGERTON, KANSAS, TO ISSUE ITS INDUSTRIAL REVENUE BONDS IN THE MAXIMUM AMOUNT OF \$100,000,000 TO PAY THE COST OF ACQUIRING, CONSTRUCTING AND EQUIPPING COMMERCIAL FACILITIES FOR THE BENEFIT OF WELLSVILLE FARMS, LLC, OR ITS ASSIGNS

Mayor Roberts opened the Public Hearing.

There were no public comments.

Scott Anderson, Bond Counsel, presented the resolution and cost benefit report to the Council. The resolution, if approved, would issue industrial revenue bonds to the Kubota facility currently under construction, which was previously referred to as Project Mustang.

Mayor Roberts closed the Public Hearing.

There were no comments by City Council.

21. CONSIDER RESOLUTION NO. 05-10-18G DETERMINING THE INTENT OF THE CITY OF EDGERTON, KANSAS, TO ISSUE ITS INDUSTRIAL REVENUE BONDS IN THE MAXIMUM AMOUNT OF \$100,000,000 TO PAY THE COST OF ACQUIRING, CONSTRUCTING AND EQUIPPING COMMERCIAL FACILITIES FOR THE BENEFIT OF WELLSVILLE FARMS, LLC, OR ITS ASSIGNS

Scott Anderson, Bond Counsel, stood for questions from the City Council. The Resolution of Intent (ROI) follows the same format as previous ROIs approved by Council. The exception to this ROI is that it does not have a "Master" ROI that it applies to, but instead applies specifically to this project alone.

Due to the size of the project, Mr. Anderson stated that it would probably be later in the year before staff would be back before Council to issue the Industrial Revenue Bonds.

Mayor Roberts stated that due to the size of the project, the City will be over doubling its net assessed value when it is constructed.

Motion by Longanecker, Second by Brown, to approve Resolution 05-10-18G. Motion was approved 4-0.

22. CONSIDER ORDINANCE NO. 1080 AUTHORIZING BOND DOCUMENTS AND THE ISSUANCE OF THE CITY'S INDUSTRIAL REVENUE BONDS (COLDPOINT LOGISTICS REAL ESTATE, LLC SECOND EXPANSION PROJECT) SERIES 2018, FOR THE PURPOSE OF FINANCING AND PROVIDING TAX ABATEMENT FOR A WAREHOUSE AND COLD-STORAGE DISTRIBUTION FACILITY

Scott Anderson, Bond Council, also presented this ordinance to the Council. Mr. Anderson stated that this is the third phase of Industrial Revenue Bonds (IRBs) for the Coldpoint facility. Due to the nature of the facility, and it being constructed in phases, the IRBs for this project are also issued in phases. This will be the third issues phase of IRBs. The first phase was approved in 2016, the second in 2017. The third phase of bonds will officially begin in 2019. Mr. Anderson reminded the Council that each phase of bonds has its own abatement sunset schedule, so they do not reset each time a new phase is issued.

Motion by Longanecker, Second by Brown to approve Ordinance 1080. Motion was approved 4-0.

23. REPORT BY THE CITY ADMINISTRATOR

City Administrator Beth Linn introduced Karen Kindle, Finance Director, to discuss the Quarterly Financial Report for this past quarter. Ms. Kindle stated that revenues and expenditures are generally meeting expectations, although in some departments, like Parks and Recreation, the busy seasons haven't started yet.

Ms. Linn asked the City Council for direction on a possible sewer meter at the Midwest Gateway facilities at the Logistics Park. Ms. Linn stated that the owners of Midwest Gateway have requested a separate sewer meter, instead of being charged for water usage. Ms. Linn

stated that staff have been unable to find a meter that is compatible with the City's utility software, and the City has never received a request like this before. Council stated that the property should follow the same code as the rest of the properties in the City, and therefore should not be allowed to have a separate sewer meter.

24.REPORT BY THE MAYOR

None.

25.FUTURE MEETING/EVENT REMINDERS

- May 16th 12:00 PM – Senior Lunch
- May 24th 7:00 PM – City Council Meeting
- June 2nd: 6:30-9:00 PM – Summer Kickoff Block Party
- June 2nd: 9:00-11:00 PM – Downtown Summer Movie Night
- June 7th 7:00 PM – Budget Work Session and Citizen Survey Review
- June 15th-16th – Edgerton Frontier Days

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

Motion by Lewis, Second by Longanecker to recess into Executive Session for twenty minutes. Motion was approved 4-0.

The Open Session recessed at 7:54 p.m.

The Executive Session convened at 8:02 pm.

Motion by Lewis, Second by Longanecker to continue the Executive Session for an additional ten minutes. The Executive Session continued at 8:23 pm.

RECONVENE INTO OPEN SESSION

Motion by Lewis, Second by Longanecker to reconvene into Open Session. Motion was approved 4-0. The Open Session reconvened at 8:34 pm.

27.ADJOURN

Motion by Brown, Second by Lewis, to adjourn. Motion was approved 4-0. The meeting adjourned at 8:34 pm.



EDGERTON
global routes. local roots.

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

City Council Action Item

Council Meeting Date: May 24, 2018

Agenda Item #:

Department: Administration

Agenda Item: Consider Resolution No. 05-24-18A Approving The Mayoral Appointments For The City Treasurer, City Prosecutor, Municipal Judge, And City Attorney 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 a 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.

Draft Resolution 05-24-18A includes appointment for City Treasurer, City Prosecutor, Municipal Judge, and City Attorney as listed below.

City Treasurer: Irene Eastwood
City Prosecutor: Gerald Merrill
Municipal Judge: Karen Torline
City Attorney: Lee Hendricks

Related Ordinance(s) or Statue(s): Edgerton City Code Chapter 1, Article 3, Section 301

Funding Source: N/A

Budget Allocated: N/A

Finance Director Approval: N/A

Recommendation: Approve Resolution No. 05-24-18A Approving The Mayoral Appointments For The City Treasurer, City Prosecutor, Municipal Judge, And City Attorney For The City Of Edgerton, Kansas

Enclosed:

Draft Resolution No. 05-24-18A

Prepared by: Beth Linn, City Administrator

RESOLUTION NO. 05-24-18A

A RESOLUTION APPROVING THE MAYORAL APPOINTMENTS FOR THE CITY TREASURER, CITY PROSECUTOR, MUNICIPAL JUDGE, AND CITY ATTORNEY 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:

Irene Eastwood to serve as City Treasurer;
Gerald Merrill to serve as City Prosecutor;
Karen Torline to serve as Municipal Judge; and
Lee Hendricks to serve as City Attorney

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 24th DAY OF MAY, 2018.

CITY OF EDGERTON, KANSAS

By: _____
Donald Roberts, Mayor

ATTEST:

Scott Peterson, Interim City Clerk

APPROVED AS TO FORM:

Lee W. Hendricks, City Attorney

City Council Action Item

Council Meeting Date: May 24, 2018

Agenda Item #:

Department: Fleet: Vehicle and Equipment, Parks

Agenda Item: Consider the Purchase of a Compact Utility Tractor

Background/Description of Item:

In 2015, the Edgerton City Council adopted a revised Vehicle and Equipment Replacement Policy. The stated purpose of the policy is to provide effective guidelines for administering and accounting for the City's vehicle and equipment replacement; to provide a framework for decisions relating to replacement; and to act as a budgeting guide for the Governing Body and Staff.

The 2017 Vehicle and Equipment Replacement Schedule identified the recommendation for a new purchase of a Utility Tractor. This request was made due the outgoing unit had come to the end of its useful life, as well the operations and maintenance in the parks have continued to increase and the need for a larger unit with more capacity was determined.

Per the Vehicle and Equipment schedule this unit was slated for replacement until 2017; however, the existing Compact Utility Tractor was damaged in the flood on August 22nd, sustaining a total loss of the unit. Staff identified the need to push this purchase to 2018, as the need to replace and purchase task critical equipment took priority.

Consistent with the City's Purchasing Policy, staff obtained at least three written quotes for the purchase of a Compact Utility Tractor complete with loader attachment and supporting bucket, core aerator and additional set of turf tire and wheels. Staff researched companies and collected proposals from three different dealers within the Metro area based on prior research and networking with other municipalities.

The Compact Utility Tractor is a key component in the day to day maintenance activities within the City of Edgerton Parks. The proposed unit has increased capacity, this includes horsepower, increased implement capacity which will allow staff the option to utilize more attachments as needs are identified. This Compact Utility Tractor includes a loader attachment, this unit will be set up with the ability to utilize the front attachments from the John Deere skid loader that was a total loss in the flood. In addition, Mahindra provides a seven (7) year powertrain warranty, this exceeds the warranty provided by the other manufactures significantly.

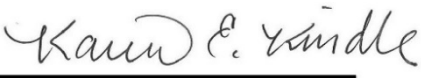
This unit provides Parks Staff the capability to core aerate, spread granular fertilizer and weed control, chemical spray application, drag baseball infields, load and unload material, remove debris, maintain and upkeep green spaces and open fields, and the multitude of other Parks activities and tasks. This unit will also expand the capability of snow removal in Parks, parking lots and provide additional capability of loading salt as necessary or if needed.

Related Ordinance(s) or Statue(s):

Funding Source: Vehicle and Equipment Reserve - General

Budget Allocated:

Finance Director Approval:

X 

Karen Kindle, Finance Director

<p>Recommendation: Approve the purchase of a 2018 Mahindra 2555 Compact Utility Tractor an Amount not to Exceed \$37,350.00</p>
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Enclosed: Compact Utility Tractor Vehicle & Equipment Request Form
Bid Documents

Prepared by: Trey Whitaker, Public Works Superintendent
Bob McVey, Parks Maintenance Technician II

VEHICLE & EQUIPMENT

Vehicle or equipment requested: Compact Utility Tractor Date: 4/20/18

Describe need for vehicle or equipment: The Compact Utility Tractor is a key component in the day to day maintenance activities within the City Parks. The proposed unit has increased capacity, this includes horsepower, increased implement capacity which will allow staff the option to utilize more attachments as needs are identified. This unit is the replacement of the totaled Compact Utility Tractor, the new unit specifications exceed that of the outgoing unit.

Describe bid process and attach documentation: Consistent with the City's Purchasing Policy, staff obtained three written quotes from Heritage Tractor (John Deere), Romans Power Equipment (Kubota), Lane Diesel (Massey Ferguson) and Blue Valley Tractor (Mahindra). Staff Recommends the purchase of the Mahindra 2555 HST Compact Utility Tractor from Heritage Tractor. The proposed unit is available within a month of order, the other units that were bid have a lead time of 3 to 6 months.

REQUESTED ACC/VEH/EQUIP	NEW/ USED	NAME / DESCRIPTION	COST	TRADE IN	ACTUAL	RECOMMEND
EQUIP	New	John Deere 4044r	\$ 44,263.60	\$	\$ 44,263.60	<input type="checkbox"/>
EQUIP	New	Kubota L4760	\$ 45,320.00	\$	\$ 45,320.00	<input type="checkbox"/>
EQUIP	New	Massey Ferguson 17	\$ 46,364.00	\$	\$ 46,364.00	<input type="checkbox"/>
EQUIP	New	Mahindra 2555 HST	\$ 37,350.00	\$	\$ 37,350.00	<input checked="" type="checkbox"/>
SELECT	SELEC		\$	\$	\$	<input type="checkbox"/>

Requested by: Bob McVey Date: 4/20/18

Account Number: 10-05-8040 Budget Available: ☐

City Administrator Approval (\$15,000): _____ Date: _____

City Council Approval (> \$15,000): _____ Date: _____



JOHN DEERE

Quote Id: 17174259

**ALL PURCHASE ORDERS MUST BE MADE OUT
TO (VENDOR):**

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

**ALL PURCHASE ORDERS MUST BE SENT
TO DELIVERING DEALER:**

Heritage Tractor, Inc.
19905 W 157th Street
Olathe, KS 66062
913-529-2376
hti@heritagetractor.com

Prepared For:

City Of Edgerton



Proposal For:

Delivering Dealer:

Rowdy Reed

Heritage Tractor, Inc.
19905 W 157th Street
Olathe, KS 66062

hti@heritagetractor.com

Quote Prepared By:

Rowdy Reed
creed@heritagetractor.com

Date: 13 April 2018

Offer Expires: 13 May 2018

Confidential

**JOHN DEERE****ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):**

Deere & Company
 2000 John Deere Run
 Cary, NC 27513
 FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Heritage Tractor, Inc.
 19905 W 157th Street
 Olathe, KS 66062
 913-529-2376
 hti@heritagetractor.com

Quote Summary**Prepared For:**

City Of Edgerton
 Po Box 255
 Edgerton, KS 66021
 Business: 913-893-6801

Delivering Dealer:

Heritage Tractor, Inc.
 Rowdy Reed
 19905 W 157th Street
 Olathe, KS 66062
 Phone: 913-529-2376
 creed@heritagetractor.com

Quote ID: 17174259
Created On: 13 April 2018
Last Modified On: 13 April 2018
Expiration Date: 13 May 2018

Equipment Summary	Suggested List	Selling Price	Qty	Extended
JOHN DEERE 4044R Compact Utility Tractor (33 PTO hp) Contract: KS Lawn Equipment Contract 44069 (PG 18 CG 22) Price Effective Date: April 13, 2018	\$ 40,642.00	\$ 33,123.21 X	1 =	\$ 33,123.21
JOHN DEERE 440R Loader Contract: KS Lawn Equipment Contract 44069 (PG 18 CG 22) Price Effective Date: April 13, 2018	\$ 5,789.00	\$ 4,718.03 X	1 =	\$ 4,718.03
3 Point Hitch Downforce Kit Contract: KS Lawn Equipment Contract 44069 (PG 18 CG 22) Price Effective Date: April 13, 2018	\$ 1,094.50	\$ 892.02 X	1 =	\$ 892.02
27x10.5-15 (4PR R3 Turf 2 Pos.) Front Wheels and Tires Contract: KS Lawn Equipment Contract 44069 (PG 18 CG 22) Price Effective Date: April 13, 2018	\$ 707.30	\$ 576.45 X	1 =	\$ 576.45
44x18-20 (4PR, R3 Turf, 1 Position) Rear Wheels & Tires Contract: KS Lawn Equipment Contract 44069 (PG 18 CG 22) Price Effective Date: April 13, 2018	\$ 1,885.40	\$ 1,536.60 X	1 =	\$ 1,536.60
Frontier CA2072 - 6 Ft. Standard Duty Core Aerator Contract: KS Lawn Equipment Contract 44069 (PG 18 CG 22) Price Effective Date: April 13, 2018 Salesperson : X _____	\$ 4,193.00	\$ 3,417.29 X	1 =	\$ 3,417.29
			Accepted By : X _____	

Confidential



JOHN DEERE

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TO (VENDOR):**

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

**ALL PURCHASE ORDERS MUST BE SENT
TO DELIVERING DEALER:**

Heritage Tractor, Inc.
19905 W 157th Street
Olathe, KS 66062
913-529-2376
hti@heritagetractor.com

Equipment Total

\$ 44,263.60

* Includes Fees and Non-contract items

Quote Summary

Equipment Total	\$ 44,263.60
Trade In	
SubTotal	\$ 44,263.60
Est. Service	\$ 0.00
Agreement Tax	
Total	\$ 44,263.60
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 44,263.60

Salesperson : X _____

Accepted By : X _____

Confidential



Selling Equipment

Quote Id: 17174259 Customer Name: CITY OF EDGERTON

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Heritage Tractor, Inc.
19905 W 157th Street
Olathe, KS 66062
913-529-2376
hti@heritagetractor.com

JOHN DEERE 4044R Compact Utility Tractor (33 PTO hp)

Contract: KS Lawn Equipment Contract 44069 (PG 18 CG 22)

Suggested List *

\$ 40,642.00

Price Effective Date: April 13, 2018

Selling Price *

\$ 33,123.21

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
0321LV	4044R Compact Utility Tractor (33 PTO hp)	1	\$ 31,076.00	18.50	\$ 5,749.06	\$ 25,326.94	\$ 25,326.94
Standard Options - Per Unit							
0202	United States	1	\$ 0.00	18.50	\$ 0.00	\$ 0.00	\$ 0.00
0409	English Operator's Manual and Decal Kit	1	\$ 0.00	18.50	\$ 0.00	\$ 0.00	\$ 0.00
1520	eHydro	1	\$ 0.00	18.50	\$ 0.00	\$ 0.00	\$ 0.00
1795	Less Loader	1	\$ 0.00	18.50	\$ 0.00	\$ 0.00	\$ 0.00
2050	Cab with Standard Seat	1	\$ 8,289.00	18.50	\$ 1,533.47	\$ 6,755.53	\$ 6,755.53
2660	Factory Installed Stereo	1	\$ 471.00	18.50	\$ 87.14	\$ 383.86	\$ 383.86
4060	iMatch Quick Hitch Category 1	1	\$ 291.00	18.50	\$ 53.84	\$ 237.16	\$ 237.16
5091	Wheel Spacer	1	\$ 420.00	18.50	\$ 77.70	\$ 342.30	\$ 342.30
5240	16.9-24 (6PR, R4 Industrial, 2 Position)	1	\$ -40.00	18.50	\$ -7.40	\$ -32.60	\$ -32.60
6240	10-16.5 (6PR, R4 Industrial, 2 Position)	1	\$ 135.00	18.50	\$ 24.98	\$ 110.02	\$ 110.02
Standard Options Total			\$ 9,566.00		\$ 1,769.73	\$ 7,796.27	\$ 7,796.27
Value Added Services Total			\$ 0.00			\$ 0.00	\$ 0.00
Suggested Price							\$ 33,123.21
Total Selling Price			\$ 40,642.00		\$ 7,518.79	\$ 33,123.21	\$ 33,123.21

JOHN DEERE 440R Loader

Selling Equipment

Quote Id: 17174259 **Customer Name:** CITY OF EDGERTON

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Heritage Tractor, Inc.
19905 W 157th Street
Olathe, KS 66062
913-529-2376
hti@heritagetractor.com

Contract: KS Lawn Equipment Contract 44069 (PG 18 CG 22)							Suggested List *
							\$ 5,789.00
Price Effective Date: April 13, 2018							Selling Price *
							\$ 4,718.03
* Price per item - includes Fees and Non-contract items							
Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
1390P	440R Loader	1	\$ 6,218.00	18.50	\$ 1,150.33	\$ 5,067.67	\$ 5,067.67
Standard Options - Per Unit							
0202	United States	1	\$ 0.00	18.50	\$ 0.00	\$ 0.00	\$ 0.00
0409	English	1	\$ 0.00	18.50	\$ 0.00	\$ 0.00	\$ 0.00
1402	Mounting frame	1	\$ 0.00	18.50	\$ 0.00	\$ 0.00	\$ 0.00
2401	440R Standard loader non-self-leveling (NSL)	1	\$ 0.00	18.50	\$ 0.00	\$ 0.00	\$ 0.00
4401	Hoses to tractor mid-valve	1	\$ 0.00	18.50	\$ 0.00	\$ 0.00	\$ 0.00
5371	Deluxe hood guard	1	\$ 140.00	18.50	\$ 25.90	\$ 114.10	\$ 114.10
6995	Less ballast box	1	\$ 0.00	18.50	\$ 0.00	\$ 0.00	\$ 0.00
7410	Skid Steer carrier	1	\$ 305.00	18.50	\$ 56.43	\$ 248.57	\$ 248.57
8750	Less bucket	1	\$ -874.00	18.50	\$ -161.69	\$ -712.31	\$ -712.31
Standard Options Total			\$ -429.00		\$ -79.36	\$ -349.64	\$ -349.64
Suggested Price							\$ 4,718.03
Total Selling Price			\$ 5,789.00		\$ 1,070.97	\$ 4,718.03	\$ 4,718.03

3 Point Hitch Downforce Kit

Contract: KS Lawn Equipment Contract 44069 (PG 18 CG 22)

Suggested List *
\$ 1,094.50

Price Effective Date: April 13, 2018

Selling Price *
\$ 892.02

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
BLV109 68	3 Point Hitch Downforce Kit	1	\$ 1,094.50	18.50	\$ 202.48	\$ 892.02	\$ 892.02

Selling Equipment

Quote Id: 17174259 **Customer Name:** CITY OF EDGERTON

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Heritage Tractor, Inc.
19905 W 157th Street
Olathe, KS 66062
913-529-2376
hti@heritagetractor.com

Suggested Price				\$ 892.02
Total Selling Price	\$ 1,094.50	\$ 202.48	\$ 892.02	\$ 892.02

27x10.5-15 (4PR R3 Turf 2 Pos.) Front Wheels and Tires

Contract: KS Lawn Equipment Contract 44069 (PG 18 CG 22)

Suggested List *
\$ 707.30

Price Effective Date: April 13, 2018

Selling Price *
\$ 576.45

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
BLV108 74	27x10.5-15 (4PR R3 Turf 2 Pos.) Front Wheels and Tires	1	\$ 707.30	18.50	\$ 130.85	\$ 576.45	\$ 576.45

Suggested Price				\$ 576.45
Total Selling Price	\$ 707.30	\$ 130.85	\$ 576.45	\$ 576.45

44x18-20 (4PR, R3 Turf, 1 Position) Rear Wheels & Tires

Contract: KS Lawn Equipment Contract 44069 (PG 18 CG 22)

Suggested List *
\$ 1,885.40

Price Effective Date: April 13, 2018

Selling Price *
\$ 1,536.60

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
BLV108 75	44x18-20 (4PR, R3 Turf, 1 Position) Rear Wheels & Tires	1	\$ 1,885.40	18.50	\$ 348.80	\$ 1,536.60	\$ 1,536.60

Suggested Price				\$ 1,536.60
Total Selling Price	\$ 1,885.40	\$ 348.80	\$ 1,536.60	\$ 1,536.60

Selling Equipment

Quote Id: 17174259 **Customer Name:** CITY OF EDGERTON

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Heritage Tractor, Inc.
19905 W 157th Street
Olathe, KS 66062
913-529-2376
hti@heritagetractor.com

Frontier CA2072 - 6 Ft. Standard Duty Core Aerator

Contract: KS Lawn Equipment Contract 44069 (PG 18 CG 22)

Suggested List *

\$ 4,193.00

Price Effective Date: April 13, 2018

Selling Price *

\$ 3,417.29

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
1132XF	CA2072 - 6 Ft. Standard Duty Core Aerator	1	\$ 3,458.00	18.50	\$ 639.73	\$ 2,818.27	\$ 2,818.27
Standard Options - Per Unit							
9000	Steel Weight Tank Quantity 2 (2 Required per Machine)	1	\$ 735.00	18.50	\$ 135.98	\$ 599.02	\$ 599.02
Standard Options Total			\$ 735.00		\$ 135.98	\$ 599.02	\$ 599.02
Suggested Price							\$ 3,417.29
Total Selling Price			\$ 4,193.00		\$ 775.71	\$ 3,417.29	\$ 3,417.29

Extended Repair Plan Proposal

PowerGard™ Protection Plan Residential

Date : April 13, 2018

Machine/Use Information		Plan Description	Price	
Manufacturer	JOHN DEERE	Plan Type:	Deductible:	
Equipment Type	4044R TRAC	Coverage:	Quoted Price	\$ 0.00
Model	4044R TRAC	Total Months:		
		Total Hours:		

THIS PROPOSAL IS VALID FOR 30-DAYS FROM DATE ISSUED. GRACE pricing is offered only early during the Deere basic warranty period and has no surcharges. After this period, DELAYED PURCHASE pricing (surcharged) is offered later during the John Deere Basic Warranty. Many PowerGard quotes presented in the Delayed Purchase Period will require inspection/certification process and must also pass fluid testing. The Total Months and Total Hours listed above include the John Deere Basic Warranty terms (24 months / 2000 hours on Tractors, 24 months on Golf & Turf Products, 12 months for all AG Harvesting and Sprayer equipment, and 12 months/1000 hours on most Gator Utility Vehicles). "Limited" Plan coverage = Engine & Powertrain only. "Comprehensive" Plan coverage = Full Machine.

Proposal Prepared for:

I have been offered this coverage and

Customer Name - Please Print

☐ **I ACCEPT** the Residential plan

☒ **I DECLINE** the Residential plan

Customer Signature

If declined, I fully understand that my equipment listed above is not covered for repair expenses due to component failures beyond the original basic warranty period provided by John Deere.

Note : This is not a contract. For specific PowerGard™ Protection plan Residential coverage, please refer to the terms and conditions on John Deere's public website(www.JohnDeere.com) under Services & Support >Warranty > Extended Warranties > PowerGard protection plan Residential.

PowerGard™ Protection Plan Residential (Residential plan) is:

The PowerGard™ Protection Plan Residential is an extended repair plan that provides parts and labor coverage up to four years beyond the manufacturer's warranty. It is available on all riding lawn equipment, zero-turn radius mowers, utility vehicles, utility tractors and compact utility tractors. Your John Deere equipment will be in the hands of qualified, certified technicians from John Deere dealers using Genuine John Deere Parts.

Not covered under a Residential plan:

Residential plans do not cover routine maintenance services or items normally designed to be replaced by the purchaser due to normal wear and tear. They do not cover any product used for commercial or rental applications. They also do not cover repairs for damage from accident, misuse, fire, theft, or exposure to weather conditions such as lightning, hail, flood or water. See the actual PowerGard™ Protection Plan Residential Terms and Conditions for a complete listing of coverage, and limitations and conditions under the program.

Benefits of a Residential plan:

- Offer the choice of adding up to 4 years of repair coverage beyond the machine's factory warranty.
- Do not require preapproval before repairs are made by the authorized John Deere dealership.
- Is transferable by the original purchaser for the balance of the original agreement period.
- Ensures higher resale value and makes equipment more marketable during sale or trade-in.
- Comprehensive Plans:
 - No deductibles and no out-of-pocket costs on covered repairs.
 - Free transportation for factory warranty and extended repair plan repairs for the term of the plan(Note:A surcharge may apply for machines located outside of the dealership's normal service area).
- Limited Powertrain Plans:
 - Low deductibles on covered repairs
 - Do not provide transportation coverage

ROMANS Outdoor Power

Quote

203 Crestview Circle
Louisburg, KS 66053

(913) 837-5225

QUOTE TO

City of Edgerton, Kansas
[404 E Nelson](#)
Edgerton, KS 66021

SHIPPED TO:
Same

INVOICE DATE April 16, 2018
OUR ORDER NO.
YOUR ORDER NO.
TERMS
SALES REP Dave Rohl
SHIPPED VIA
F.O.B.
PREPAID or COLLECT

Sales Tax Rate

QUANTITY		UNIT PRICE	AMOUNT
1	Kubota L4760 HSTC tractor w/ LA1055 loader/bucket		\$39,000.00
1	Land Pride CA1572 core aerator		\$1,550.00
1	Top-n-tilt kit (down pressure kit)		\$871.00
1	2 sets of rear hydraulic remotes (required for top-n-tilt)		\$1,383.00
1	1 set rear wheel weights (64lbs each side)		\$158.00
1	Extra set of turf tires/wheels		\$2,358.00
Price includes all rebates and discounts; delivery; and a full tank of fuel.			
		SUBTOTAL	\$45,320.00
		TAX	Gov't Exempt
		FREIGHT	included
DIRECT ALL INQUIRIES TO: Dave Rohl (913) 837-5225 email: daverohl@gmail.com		MAKE ALL CHECKS PAYABLE TO: Romans Outdoor Power Attn: Accounts Receivable 203 Crestview Circle Louisburg, KS 66053	

THANK YOU FOR YOUR BUSINESS!

Q U O T A T I O N

PAGE: 1

BLUE VALLEY TRACTOR & SUPPLY
PO BOX 219
STILWELL, KS 66085
Phone #: (913)681-8088
Fax #: (913)681-8091

PHONE #: (316)215-4442
CELL #: (913)800-0248
ALT. #: (913)634-5707
P.O.#:
TERMS: Net 10th EOM
SALES TYPE: Quote

DATE: 4/20/2018
ORDER #: 76172
CUSTOMER #: 100429
CP: Clinton D
LOCATION: 1
STATUS: Active

BILL TO 100429

CITY OF EDGERTON
TEAGAN MEADORS
404 E. NELSON, PO BOX 255
EDGERTON, KS 66021

SHIP TO

CITY OF EDGERTON
P.O. BOX 255
EDGERTON, KS 66021

MFR	PRODUCT NUMBER	DESCRIPTION	QTY	PRICE	NET	TOTAL
MAH	25554CHIL	2555, CAB, HST, MAHINDRA TRACTOR W/LOADER WITH HEAT/AIR/RAIDO	1	\$41,530.00	\$34,000.00	\$34,000.00

Prices are valid for 30 days and/or while supplies last. Program restrictions may apply. Payment is due in full at time of delivery or customer pickup. Finance fees may apply. No returns after 7 days. No returns on special ordered products. Returned items are subject to a 25% restocking fee.

SUBTOTAL:	\$34,000.00
TAX:	\$0.00
ORDER TOTAL:	<u>\$34,000.00</u>

Authorized By: _____

Q U O T A T I O N

PAGE: 1

BLUE VALLEY TRACTOR & SUPPLY
PO BOX 219
STILWELL, KS 66085
Phone #: (913)681-8088
Fax #: (913)681-8091

PHONE #: (316)215-4442
CELL #: (913)800-0248
ALT. #: (913)634-5707
P.O.#:
TERMS: Net 10th EOM
SALES TYPE: Quote

DATE: 4/20/2018
ORDER #: 76173
CUSTOMER #: 100429
CP: Clinton D
LOCATION: 1
STATUS: Active

BILL TO 100429

CITY OF EDGERTON
TEAGAN MEADORS
404 E. NELSON, PO BOX 255
EDGERTON, KS 66021

SHIP TO

CITY OF EDGERTON
P.O. BOX 255
EDGERTON, KS 66021

MFR	PRODUCT NUMBER	DESCRIPTION	QTY	PRICE	NET	TOTAL
MAH	KPL3PT72	72 IN 3 PT AERATOR-12 PLUG WITH HYDRAULIC DOWN PRESSURE	1	\$3,430.00	\$3,350.00	\$3,350.00

Prices are valid for 30 days and/or while supplies last. Program restrictions may apply. Payment is due in full at time of delivery or customer pickup. Finance fees may apply. No returns after 7 days. No returns on special ordered products. Returned items are subject to a 25% restocking fee.

SUBTOTAL:	\$3,350.00
TAX:	\$0.00
ORDER TOTAL:	\$3,350.00

Authorized By: _____

1366 Toulon Ave Hays, KS 67601 785-735-2651
 815 W Hwy 36 Smith Center, KS 66967 785-282-6861
 1280 S Country Club Dr Colby, KS 67701 785-462-2412
 15 SE 90 Ave Ellinwood, KS 67526 620-564-2255
 15 N Old Hwy 75 Sabetha, KS 66534 785-284-3401
 144 W Farrelly Rd Salina, KS 67401 785-825-8177



603 N Ash St Hillsboro, KS 67063 620-947-3182
 1200 NW Hwy 24 Topeka, KS 66608 785-267-8137
 201 W 35th Pkwy Chanute, KS 66720 620-431-6700
 4575 E Hwy 50 Plaza Garden City, KS 67846 620-260-9379
 1210 S 2nd Ave Dodge City, KS 67801 620-371-6906
 800 Wilbeck Dr S. Hutchinson, KS 67505 620-665-6565

Ship To: SAME AS BELOW

Invoice To: City of Edgerton
 404 EAST NELSON
 Edgerton KS 66021

Branch 08 - TOPEKA		
Date 04/20/2018	Time 9:50:03 (O)	Page 1
Account No BOB008	Phone No	Est No 01 Q00379
Ship Via		Purchase Order 16503880
Tax ID No		
DENNIS LOEWEN		Salesperson DL

EQUIPMENT

Description ** Q U O T E ** EXPIRY DATE: 04/30/2018 Amount

Stock #: ? Serial #: 38805.00

Original Order #: 16503880

Options:

72533375 - DL125 SS Assy Ctr Loader Pkg

72530292 - MF1742 - 12x12 PS Cab JS

7496745M - F10-16.5 6PR SS TL/R14.9-24 R4

72530397 - SMV PKG-ASM CENTER

4330403M92M - T Hook Slot Bracket - 1700's

72533680ML - 72" Skidsteer Bucket

72530176 - Tool Box - Cab

4326636M1M - 5 Year Powertrain Warranty Dec

Sale # 01 Subtotal: 38805.00
 TOTAL: 38805.00

Authorization: Subtotal: 38805.00
 Quote Total: 38805.00

Thank You For Your Business!



"doing what it takes"

Quote

Additional Line Items

1. 2 nd remote valve	\$2,300.00
2. Add a set of turf tires with rims	\$1,829.00
3. Hydraulic top link	\$880.00
4. 72" (66"working width) Core aerator	\$2,550.00



MF 1742



(F.O.B. Port of Entry)

MASSEY FERGUSON®

TRACTOR FEATURES

POWER TRAIN

- Engine:
 - 41.6 Rated HP Mitsubishi 3-Cylinder liquid cooled Diesel, 1.7L (101 cu in) Direct Injection, Turbocharged and Intercooled, Electronic Engine Control
 - 32.8 PTO HP @ 2500 RPM - Shuttle
 - 31.6 PTO HP @ 2500 RPM - Hydrostatic
 - Emission Standard Category: Tier 4
- Dual Element Dry Type Air Cleaner
- Transmission:
 - 12F/12R Power Shuttle with 4 Synchronized Gears and 3 Ranges.
- Servo-HST Electronic Hydrostatic Transmission with 3 Ranges, Cruise Control, Stall Guard, Max Speed Control and Response Control
- Sealed Wet Disc Brakes
- Pedal Operated Rear Differential Lock
- PTO:
 - Rear - 540 RPM Independent Electro Hydraulic
 - Mid - Optional 2000 RPM Independent

HYDRAULIC SYSTEM

- 3-Point Hitch Cat I with Position Control Standard, Draft Control Optional
- Lift Capacity @ 24 inches - 2,535 lb (1150 kg)
- Telescopic Stabilizers
- Telescopic Draft Link Ends
- Dual Engine Driven Gear Pump
- Flow at Remotes 11.6 GPM (43.8 LPM)
- Hydrostatic Power Steering
- One Rear Remote Valve Standard on Cab Models, up to 3 Possible. Loader Joystick Standard

INSTRUMENTS

- Combination Digital and Analog Front Dash Display
- Tachometer and Hour Meter
- Temperature and Fuel Gauges
- Warning Lights: High Beam Indicator, Engine Oil Pressure, PTO Engagement, Battery Charge (alt) Indicator, Glow Plug Indicator and Flasher Indicators
- Key Operated Electronic Fuel Shutoff and Glow Plug Control

OTHER STANDARD FEATURES

- ISO Mounted Flat Platform w/ Molded Rubber Floor Mat
- One Piece Tilt-up Hood
- 3 Position Tilt Steering
- Deluxe Adjustable Suspension Seat with Arm Rest
- 2 Post Folding ROPS and Retractable Seat Belt
- Turn Signals, Flashers, Tail Lights and SMV Emblem
- 4 Headlights

CAB FEATURES

- Heating and Air Conditioning
- Wired for Radio and Speakers
- Front and Rear Wiper / Washer
- 2 Front Work Lights
- 2 Rear Work Lights
- Rear and Side opening Windows
- Right and Left Entry Doors
- Right and Left External Mirrors
- Deluxe Digital Display with Ground Speed, Engine Coolant, Temperature, Fuel Level & Diagnostic Readout
- ROPS Certified
- Recirculation Filter

- **Note: 3-Point Backhoe Installation Voids Warranty**

IMPLEMENT FEATURES

MF DL125 LOADER

- One Piece Main Frame with Tapered Arms and Single Cross Member
- Quick Attach Loader Frame Mount with Pin Lock
- Built-in Parking Stands
- (2) 2.4 inch Double Acting Lift Cylinders
- (2) 2.4 inch Double Acting Bucket Cylinders
- Hydraulic Lines Routed Inside Main Frame for Protection and Visibility
- 3rd Function Capable, Soft-Drive Capable
- Galvanized Steel Bushings with Recessed Grease Points
- Universal Skid Steer Implement Attachment
- Grille Guard Standard
- Fits MF1736 and MF1742 Compact Tractor Models with R1 AG, R3 Turf, or R4 Industrial Tires
- Maximum Lift Height: 102.4 Inches at Pivot
- Lift Capacity to Full Height @ 19.6 inches Forward of Pivot Pin: 1300 lbs
- Breakout Force: 2190 lbs
- Rated Hydraulic Pressure: 2277 PSI

January 2018





OGDEN CORE AERATOR

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[PRODUCT INDEX](#)
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[BACK](#)
[SECTIONS - A B C D E F G H I J - SECTIONS](#)

[CONTACT US](#)
800-982-1280
Email Questions or Comments

OGDEN CORE AERATOR



Features:

- *Cat I Quick Hitch Compatible*
 - *Hardened Steel Spoons*
- *No maintenance Teflon-coated Bushings*
 - *Reinforced weight deck*
 - *Flip-up Parking Stands*
- *1-1/4" Shaft & reinforced structure*

SPECIFICATIONS

Model	OGA160	OGA172
Working Width	54"	66"
Overall Width	62"	72"
Approx. Weight	410 lbs.	492 lbs.
Number of Spoons	80	96
Number of Gangs	10	12

City Council Action Item

Council Meeting Date: May 24, 2018

Agenda Item #:

Department: Public Works

Agenda Item: Consider Purchase of Vibratory Roller

Background/Description of Item:

In 2015, the Edgerton City Council adopted a revised Vehicle and Equipment Replacement Policy. The stated purpose of the policy is to provide effective guidelines for administering and accounting for the City's vehicle and equipment replacement; to provide a framework for decisions relating to replacement; and to act as a budgeting guide for the Governing Body and Staff.

At the Council Meeting on April 23rd, 2015, City Council approved the purchase of the Dynapac CC90G Vibratory Roller. Per the Vehicle and Equipment schedule this unit was not slated for replacement until 2025; however, the roller was damaged in the flood on August 22nd, sustaining a total loss of the unit.

Consistent with the City's Purchasing Policy, staff obtained at least three written quotes for the purchase of a Vibratory Asphalt Roller complete with safety lighting, roll over protection and extended premier warranty with travel. Staff researched companies and collected proposals from three different dealers within the Metro area based on prior research and networking with other municipalities.

The proposed replacement unit moves up a size in capacity and increases the roller drum width. The Dynapac CC90G Vibratory Roller was a 36" drum unit with an operating capacity of 1.5-tons. The proposed replacement unit is a Caterpillar CB24B, this unit has a 48" drum size, which increases the productivity per pass, additionally; this unit has an operating capacity of 3 tons. Moving up to the 3-ton unit allows for better compaction of base and surface material, this will reduce the number of passes required to properly compact a given asphalt patch, with the wider drum this unit will also allow for a reduced number of passes as well.

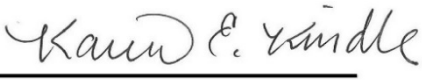
After demoing each of the proposed units, staff's recommendation was made due to the ease of operation, increased compaction levels, operators level of comfort with the machine including visibility, control format and shade canopy, and the premier warranty. The Caterpillar CB24B was quoted with premier warranty at 3-year/1000 hrs. with the travel. Other vendors and corresponding manufactures did not offer this level of service and with a 1-year warranty.

As we grow in our ongoing maintenance activities this unit will complement that growth and provide a vibratory roller that will better align with future needs.

Related Ordinance(s) or Statue(s):

Funding Source: Equipment Reserve Fund - General

Budget Allocated: Amount included in 2019 Vehicle & Equipment Schedule.

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

<p>Recommendation: Approve the purchase of Caterpillar CB24 Asphalt Roller in an amount not to exceed \$39,163.</p>
--

Enclosed: Vibratory Roller Vehicle & Equipment Request Form
 Bid Documents

Prepared by: Trey Whitaker, Public Works Superintendent

VEHICLE & EQUIPMENT

Vehicle or equipment requested: CAT CB24B Roller Date: 4/16/18

Describe need for vehicle or equipment: Replacement of the totaled roller from the August 22nd 2018 flood. This unit is a key component in the City's asphalt maintenance program. Staff recommends increasing the capacity of the existing unit to provide better more efficient asphalt patching activates. The added capacity (weight) and will help to grow with the City of Edgerton's future asphalt needs. Moving up to this size unit will better equip staff to provide a better final product.

Describe bid process and attach documentation: Staff solicited for bids from multiple vendors/manufactures, staff received 3 official bids from Caterpillar, Kirby-Smith Machinery, inc. and The Victor L. Phillips co. After demoing each of these units that Staff identified that the Caterpillar provided better compaction, ease of operation, and the additional capacity to grow with the future asphalt needs of the department. Additionally the Caterpillar offers a 3 year/1000 hrs warranty, with premier service, this is similar to what is provided with the grader.

REQUESTED ACC/VEH/EQUIP	NEW/ USED	NAME / DESCRIPTION	COST	TRADE IN	ACTUAL	RECOMMEND
EQUIP	New	CAT CB24B ROLLER	\$ 39,163.00	\$	\$ 39,163.00	<input checked="" type="checkbox"/>
EQUIP	New	HAMM HD 12 vv	\$ 37,300.00	\$	\$ 37,300.00	<input type="checkbox"/>
EQUIP	New	DYNAPAC CC1100	\$ 34,965.00	\$	\$ 34,965.00	<input type="checkbox"/>
SELECT	SELE		\$	\$	\$	<input type="checkbox"/>
SELECT	SELE		\$	\$	\$	<input type="checkbox"/>

Requested by: _____ Date: 4/16/18

Account Number: 10-05-8040 Budget Available: ☐ _____

City Administrator Approval (\$15,000): _____ Date: _____

City Council Approval (> \$15,000): _____ Date: _____

vs. 3.17.16

January 26, 2018

City of Edgerton

Attn: Cody Ferris

Re: Dynapac Double Drum Roller Proposal

Dear Cody,

Per your request see the following proposal:

1 – New Dynapac CC1000 Double Drum Asphalt Roller, 39" Wide Drums, Operating weight of approximately 3700 lbs., Kubota 24HP Diesel Engine, etc..... \$31,890.00

1 – New Dynapac CC1100 Double Drum Asphalt Roller, 42" Wide Drums, Operating weight of approximately 5,300 lbs., Kubota 25HP Diesel Engine, etc.....\$34,965.00

Above prices does not include any applicable taxes. Prices are FOB VLP-KC. Lead-time is approximately 4-6 weeks from receipt of signed order. Manufacturer's warranty is one year from invoice date. Quote is good for 30 days.

See enclosed brochure for both the CC1000 and CC1100 for more detailed information. If you have any questions please let me know. I look forward to hearing back from you soon.

Thank you,

Rob Maggard
Used Equipment Manager
Sales Representative
Case Product Specialist
The Victor L. Phillips Company
816-241-9290
rmaggard@vlpco.com

January 26, 2018

City of Edgerton

Attn: Cody Ferris

Re: Dynapac Double Drum Roller Proposal

Dear Cody,

Per your request see the following proposal:

1 – New Dynapac CC1000 Double Drum Asphalt Roller, 39" Wide Drums, Operating weight of approximately 3700 lbs., Kubota 24HP Diesel Engine, etc..... \$31,890.00

1 – New Dynapac CC1100 Double Drum Asphalt Roller, 42" Wide Drums, Operating weight of approximately 5,300 lbs., Kubota 25HP Diesel Engine, etc.....\$34,965.00

Above prices does not include any applicable taxes. Prices are FOB VLP-KC. Lead-time is approximately 4-6 weeks from receipt of signed order. Manufacturer's warranty is one year from invoice date. Quote is good for 30 days.

See enclosed brochure for both the CC1000 and CC1100 for more detailed information. If you have any questions please let me know. I look forward to hearing back from you soon.

Thank you,

Rob Maggard
Used Equipment Manager
Sales Representative
Case Product Specialist
The Victor L. Phillips Company
816-241-9290
rmaggard@vlpco.com

Trey Whitaker

From: Phillip Brown <PBrown@Kirby-Smith.com>
Sent: Monday, March 26, 2018 10:27 AM
To: Trey Whitaker
Subject: HD 12 VV Hamm Roller
Attachments: Hamm HD12

Good morning Trey,

Thanks for giving me a couple minutes of your time the other day.

Below is the info on the used roller I have here on the yard.

Hamm HD 12 VV

47" double drum vibratory roller
2015
92 hours

Options:

- AIR CLEANER RESTRICTION IND LIGHT
- ARTICULATED TANDEM ROLLER WITH 2 VIBRATORY DRUMS
- DIESEL 30 HP
- DRUM: 47.2 WIDE X 28.3 DIAMETER 2 DRUM OFFSET
- HATZ 4W35 WATER-COOLED 4 CYL
- HORN EMERGENCY STOP BUTTON. SPRINKLER SYSTEM:
- HOURMETER PARKING BRAKE IND LIGHT LOW ENGINE OIL
- NOZZLES 50 GAL CAP OTHER: ROPS (2 POST)
- OPERATING WEIGHT 5942 LBS
- PRESSURE WARNING LIGHT ALTERNATOR CHARGE LIGHT
- PRESSURIZED SPRINKLER SYTEM W/ELEC PUMP INTERVAL
- SIGNALS AND FLASHERS. BACKUP ALARM
- SWITCH WATER FILTER HAND SERVICEABLE SPRINKLER
- W/SEAT BELT FRONT AND REAR WORK LIGHTS TURN

Sale Price this unit \$31,800

New Sale price **\$37,300**

Let me know if you are interested we could do a 3-4 month 100% applied RPO if you wanted.

Thanks,

Phil Brown

Rental Sales Representative

Kirby-Smith Machinery, Inc.

8320 Ruby Avenue

Kansas City, KS 66111

PBrown@Kirby-Smith.com

Main 913-850-6300

Cell 816-401-2635

WWW.Kirby-Smith.com



SALES AGREEMENT

DATE Feb 08, 2018

Foley Equipment Company, 1550 S. West Street, Wichita, KS 67213 Phone:(316) 943-4211

PURCHASER	CITY OF EDGERTON			
STREET ADDRESS	PO BOX 255			
CITY/STATE	EDGERTON, KS	COUNTY	JOHNSON	
POSTAL CODE	66021	PHONE NO.	913 893 6231	
EQUIPMENT	TREY WHITTAKER			
CUSTOMER CONTACT:	PRODUCT SUPPORT TREY WHITTAKER			
INDUSTRY CODE:	LEGISLATIVE BODIES (9121)		PRINCIPAL WORK CODE	F.O.B. AT: Kansas City, MO
CUSTOMER NUMBER	011629	Sales Tax Exemption # (if applicable)	CUSTOMER PO NUMBER	
		N/A		
PAYMENT TERMS: (All terms and payments are subject to Finance Company - OAC approval)				
NET PAYMENT ON RECEIPT OF INVOICE	<input checked="" type="checkbox"/>	NET ON DELIVERY	<input type="checkbox"/>	FINANCIAL SERVICES <input type="checkbox"/> CSC <input type="checkbox"/> LEASE
CASH WITH ORDER	\$0.00	BALANCE TO FINANCE	\$0.00	CONTRACT INTEREST RATE 0.00
PAYMENT PERIOD		PAYMENT AMOUNT	\$0.00	NUMBER OF PAYMENTS 0
				OPTIONAL BUY-OUT
DESCRIPTION OF EQUIPMENT ORDERED / PURCHASED				
MAKE: CATERPILLAR	MODEL: CB24B		YEAR: 2017	
STOCK NUMBER: QGN0479	SERIAL NUMBER: 02X401001			
CB24B UTILITY COMPACTOR	364-2303	SWITCH, BATTERY DISCONNECT	364-2297	
CB24B 2017		TRAVEL CONTROL, COVER GP	432-8451	
ENGINE T4F	364-2272	Canopy, Foldable	364-2288	
PROPEL, STANDARD	364-2313	Install Foldable Canopy		
HYDRAULIC OIL, STANDARD	364-2282			
LIGHTING PACKAGE, STANDARD	432-6053			
SEAT, WITH SAFETY SWITCH	364-2277			
BELT, SEAT, 2" SUSPENSION	376-7962			
SUPPORT, SLIDING FOR SEAT	364-2279			
ROPS, FOLDABLE	364-2287			
PRODUCT LINK INSTALLATION	463-3786			
PRODUCT LINK, CELLULAR PL641	454-5454			
INSTRUCTIONS, NORTH AMERICAN	364-2281			
SERIALIZED TECHNICAL MEDIA KIT	421-8926			
ROLL ON-ROLL OFF	0G-0044			
TRADE-IN EQUIPMENT		SELL PRICE	\$54,628.00	
MODEL:	YEAR:	SN.:	EXT WARRANTY	
PAYOUT TO:	AMOUNT:	PAID BY:	\$785.00	
MODEL:	YEAR:	SN.:	NJPA DISCOUNT 19% OF LIST	
PAYOUT TO:	AMOUNT:	PAID BY:	(\$10,528.00)	
MODEL:	YEAR:	SN.:	PDI	
PAYOUT TO:	AMOUNT:	PAID BY:	\$578.00	
MODEL:	YEAR:	SN.:	NET BALANCE DUE	
PAYOUT TO:	AMOUNT:	PAID BY:	\$45,463.00	
MODEL:	YEAR:	SN.:	CUSTOMER LOYALTY DISCOUNT	
PAYOUT TO:	AMOUNT:	PAID BY:	(\$6,300.00)	
MODEL:	YEAR:	SN.:	PLUS ANY APPLICABLE TAXES	
PAYOUT TO:	AMOUNT:	PAID BY:	\$39,163.00	
ALL TRADE-INS ARE SUBJECT TO EQUIPMENT BEING IN "AS INSPECTED CONDITION" BY VENDOR AT TIME OF DELIVERY OF REPLACEMENT MACHINE PURCHASE ABOVE.		ACH Information:		
PURCHASER HEREBY SELLS THE TRADE-IN EQUIPMENT DESCRIBED ABOVE TO THE VENDOR AND WARRANTS IT TO BE FREE AND CLEAR OF ALL CLAIMS, LIENS, MORTGAGES AND SECURITY INTEREST EXCEPT AS SHOWN ABOVE.		Bank = Wells Fargo NA		
		ABA number 121000248		
		Account number 4121956387		
		Email remittance advice to ACHPMTS@foleyeq.com		
<input checked="" type="checkbox"/> CATERPILLAR EQUIPMENT WARRANTY		<input type="checkbox"/> USED EQUIPMENT WARRANTY		
INITIAL		INITIAL		
The customer acknowledges that he has received a copy of the Foley Equipment Company/Caterpillar Warranty and has read and understood said warranty. Scheduled oil sampling (S.O.S.) is mandatory with this warranty. The customer is responsible for taking oil samples at designated intervals from all power train components and failure to do so may result in voiding the warranty. Warranty applicable including expiration date where necessary: 12 months unlimited hours		All used equipment is sold as is where is and no warranty is offered or implied except as specified here:		
36 Month / 1000 Hour Premier Warranty W/Travel		Warranty applicable:		
CSA:				
NOTES:				

☐ By checking this box, the assignment denoted in item No. 9 on the back of the contract applies. ☒ By checking this box, the assignment denoted in item No. 9 on the back of the contract does not apply.

This order is not valid until approved by Sales Manager

THIS AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS ON THE REVERSE

Foley Equipment Company		PURCHASER	
ORDER RECEIVED BY	John Pamperin	APPROVED AND ACCEPTED ON	
	REPRESENTATIVE	CITY OF EDGERTON	
			PURCHASER
	SALES MANAGER	BY	SIGNATURE
			TITLE

TERMS AND CONDITIONS

- 1.Seller reserves the right to accept or reject this order and shall not be required to give any reason for non-acceptance.
- 2.This order, when accepted by Seller, shall become a binding contract, but shall be subject to strikes, lockouts, accidents, fire, delays in manufacturing or transportation, acts of God, embargoes, or governmental action, or any other causes beyond the control of the Seller, whether the same as or different from the matters and things hereinbefore enumerated, and any of said causes shall absolutely absolve the Seller from any liability to the buyer under the terms hereof.
- 3.Unless the equipment is paid in full in cash at the time of delivery, Seller retains and Buyer hereby grants to Seller a purchase-money security interest in the equipment, including all accessories, spare parts, special fittings, and tools thereof, and all additions, accessions, increases, improvements, renewals, substitutions, or replacements thereof (collectively, the "Collateral"), together with all proceeds from any sale or other disposition of all or any part of the Collateral to secure the full amount owed therefore, together with all interest, fees, and penalties. Unless Buyer shall execute a separate security agreement with Seller covering the Collateral, this Agreement shall constitute a security agreement for the Collateral. Promptly upon request, Buyer agrees to execute a note or other evidence of Buyer's indebtedness for the Collateral, which shall only constitute evidence of such indebtedness and not a payment or satisfaction of such indebtedness. Promptly upon request, Buyer shall, at its expense, do any act and execute, acknowledge, deliver, file, register, record, and ratify all documents requested by Seller, in Seller's discretion, to perfect Seller's security interest in the Collateral, including but not limited to, any financing statements. Buyer hereby irrevocably appoints Seller its attorney-in-fact, which such appointment shall be coupled with an interest, to do such acts and to execute and file all such documents on Buyer's behalf, which power is coupled with an interest, and which power is delegable by Seller. Buyer acknowledges that Seller's signature or the signature of its delegate on such documents to be the same as Buyer's own for all purposes and with the present intent to authenticate the document. Buyer represents and warrants to Seller that (a) Buyer has the power to make, deliver, and perform under this Agreement, (b) the person executing this Agreement is authorized to do so on behalf of Buyer, (c) this Agreement constitutes a valid obligation of Buyer, legally binding upon it and enforceable in accordance with its terms; (d) all credit, financial, and other information submitted to Seller in connection with this Agreement is and shall be true, correct, and complete; (e) the Buyer: if an individual, has his or her principal residence in Kansas or Missouri, or in state otherwise indicated on the front of this order, if a registered entity, is registered under the laws of the State of Kansas or Missouri, or in state otherwise indicated on front of this order; if a non-registered entity, has its principal place of business in Kansas or Missouri, or in state otherwise indicated on front of this order; (f) Buyer's name set forth on the front of this Agreement is Buyer's full, legal name; and (g) the Collateral is and shall remain located in the State of Kansas or Missouri or state otherwise indicated on the front of this order. A breach by Buyer in the terms, representations, or warranties of this Agreement or the terms of any invoice for the equipment hereunder, including but not limited to, failure to pay in full the amount owed for the equipment within the time periods stated herein or on any such invoice, shall constitute an event of default, and all amounts owing to Seller shall be immediately due, and Seller shall have all rights and remedies in law or in equity, including but not limited to, the Kansas or Missouri Uniform Commercial Code, and as set forth herein.
- 4.Unless Shipment is provided by Seller, the Seller's responsibility for shipment ceases upon delivery to the transportation company and any claims for shortages, delays or damages occurring thereafter shall be made by the Buyer direct to the transportation company. Any claims against the Seller for shortages in shipments shall be made within fifteen days after receipt of shipment
- 5.The Buyer agrees that this order shall not be countermanded by him, and that when it is accepted (and until the execution and delivery of the contract or contracts and Note or Notes required to consummate the sale as above specified) it will cover all agreements between the parties relative to this transaction, and that the Seller is not bound by any representative or terms made by any agent relative to this transaction which are not embodied herein.
- 6.DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY. Buyer understands and agrees that Seller is not the manufacturer of the Equipment; the Equipment is of a size, design, capacity, description, and manufacture selected by Buyer; Buyer is satisfied that the Equipment is suitable and fit for its intended purposes, including without limitation compliance with air quality or other environmental requirements. Buyer is solely responsible to know, understand, and comply with all requirements applicable to the jurisdictions where the Equipment will be used. The Equipment described herein as "new" is sold subject to such warranties as are made in writing by the manufacturer of the Equipment thereof. Except to the extent a special warranty is made by Seller in writing and executed by Seller's authorized representative, SELLER MAKES NO REPRESENTATIONS OR WARRANTIES CONCERNING THE EQUIPMENT, MATERIALS CONTAINED IN THE EQUIPMENT, OR BUYER'S USE THEREOF, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR TITLE. SELLER SHALL NOT BE LIABLE TO BUYER OR ANY THIRD PARTY FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THE TRANSACTION CONTEMPLATED HEREUNDER, WHETHER AN ACTION BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), OR ANY OTHER LEGAL THEORY, INCLUDING, BUT NOT LIMITED TO, LOSS OF ANTICIPATED PROFITS, OR BENEFITS OF USE OR LOSS OF BUSINESS, EVEN IF SELLER IS APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING. THE MAXIMUM EXTENT OF SELLER'S LIABILITY TO BUYER SHALL BE THE TOTAL AMOUNT OF ANY PAYMENTS MADE BY BUYER TO SELLER.
- 7.Consumer Laws. The laws of certain jurisdictions prohibit the limitation of certain warranties and the remedies and damages for the breach of such warranties. If any provision of this Agreement is in conflict with any statute or rule of law of any state or district in which jurisdiction may lie for enforcement, then such provision shall be deemed null and void to the extent but only to the extent that it may conflict therewith; and the remaining provisions hereof shall not be invalidated, but may be reformed by the court to the extent necessary to protect the rights of the parties.
- 8.If this equipment is being rented with an option to purchase, all service and repairs performed on this machine must be in accordance with the manufacturer's recommendation, using parts only from the manufacturer of this machine. Buyer agrees that Buyer is responsible to obtain all insurance coverage for equipment while it is being rented from seller. Buyer agrees to be bound by the terms of any rental agreement with the seller of the equipment in addition to terms of this agreement.
9. Notice is hereby given that Foley Equipment Company has assigned its rights under this sales contract to CATD Exchange Services, LLC to sell the rental equipment described herein and, if applicable, to purchase trade-in property described herein.
10. In the event this machine is equipped with Product Link, I understand data concerning this machine, its condition, and its operation is being transmitted by Product Link to Caterpillar Inc., its affiliates (Caterpillar), and/or its dealers to better serve me and to improve upon Caterpillar products and services. The information transmitted may include: machine serial number, machine location, and operational data, including but not limited to: fault codes, emissions data, fuel usage, service meter hours, software and hardware version numbers, and installed attachments. Caterpillar will not sell or rent collected information to any other third party and will exercise reasonable efforts to keep the information secure. Caterpillar Inc. recognizes and respects customer privacy. I agree to allow this data to be accessed by Caterpillar and/or its dealers.

Buyer's Initials _____



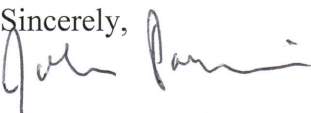
Trey Whitaker, Public Works Superintendent
City of Edgerton, KS

Trey, just a quick note to advise you that CATERPILLAR Financial is currently offering financing that would be applicable to the CB24B Roller we have discussed.

The term is 0% for 12 months from purchase / 12 monthly payments.

If I can answer any questions please call.

I have updated the proposal to include a “foldable canopy” that attaches to the ROPS as per your request.

Sincerely,


John Pamperin, Governmental Sales

www.foleyeq.com

KANSAS

Chanute
501 W. 35th Pkwy.
Chanute, KS 66720
(620) 431-3600

Colby
1080 S. Range Ave.
Colby, KS 67701
(785) 462-3913

MISSOURI

Kansas City
5701 E. 87th Street
Kansas City, MO 64132
(816) 753-5300

Concordia
1805 Lincoln St.
Concordia, KS 66901
(785) 243-1960

Dodge City
1600 E. Wyatt Earp Blvd.
Dodge City, KS 67801
(620) 225-4121

Sedalia
1040 Sedalia Road
Sedalia, MO 65301
(660) 829-7400

Great Bend
701 E. Tenth St.
Great Bend, KS 67530
(620) 792-5246

Liberal
1701 E. 5th St.
Liberal, KS 67901
(620) 626-6555

St. Joseph
3619 Pear Street
St. Joseph, MO 64503
(816) 233-2516

Manhattan
5104 Skyway Dr.
Manhattan, KS 66503
(785) 537-2101

Olathe
15854 S. 169 Hwy
Olathe, KS 66062
(913) 393-0303

Salina
529 N. Broadway
Salina, KS 67401
(785) 825-4661

Topeka
1737 SW 42nd St.
Topeka, KS 66609
(785) 266-5770

Wichita
1550 S. West St.
Wichita, KS 67213
(316) 943-4211

**Caterpillar Midwest Sales
& Distribution Center**
1601 E. 77th St. North
Park City, KS 67147
(316) 943-4211



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

City Council Action Item

Council Meeting Date: May 24, 2018

Agenda Item #: No. 05-24-18B

Department: Parks and Recreation

Agenda Item: Consider Resolution No. 05-24-18B Authorizing the Closure of Certain Public Streets During the Edgerton Summer Kickoff Block Party

Background/Description of Item: On Saturday, June 2nd, the City of Edgerton will host the Summer Kickoff Block Party in Downtown Edgerton. The event includes a block party with inflatables, games, DJ, face painting, contests and more from 6:30 PM to 9:00 PM. Once the sun goes down, the City will host the first Downtown Summer Movie Night featuring Despicable Me 3.

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

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

Related Ordinance(s) or Statue(s):

Funding Source:

Budget Allocated:

Finance Director Approval:

Recommendation: Approve Resolution No. 05-24-18B Authorizing the Closure of Certain Public Streets During the Edgerton Summer Kickoff Block Party

Enclosed: Resolution No. 05-24-18B

Prepared by: Madeline Becker, Parks and Recreation Coordinator

RESOLUTION NO. 05-24-18B

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

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

WHEREAS, the City has determined that the closure of certain streets would be beneficial to the safety and enjoyment of the Summer Kickoff Block Party; and

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

WHEREAS, the following public streets shall be closed to vehicular traffic during Edgerton Summer Kickoff Block Party between 5:00 PM until 11:00 PM on June 2, 2018:

- Nelson Street between East 4th Street to East 3rd Street

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

SECTION ONE: EFFECTIVE DATE

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

ADOPTED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR OF THE CITY OF EDGERTON, KANSAS ON THE 24TH DAY OF MAY, 2018.

ATTEST:

CITY OF EDGERTON, KANSAS

Scott Peterson, City Clerk

By: _____
Donald Roberts, Mayor

APPROVED AS TO FORM:

Lee W. Hendricks, City Attorney



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404 East Nelson
Edgerton, KS 66021
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EDGERTONKS.ORG

City Council Action Item

Council Meeting Date: May 24, 2018

Agenda Item #: No. 05-24-18C

Department: Parks and Recreation

Agenda Item: Consider Resolution 05-24-18C Recognizing the Edgerton Summer Kickoff Block Party as a "Public Festival" for Purposes of the City's Noise Restrictions

Background/Description of Item: On Saturday, June 2nd, the City of Edgerton will host the Summer Kickoff Block Party in Downtown Edgerton. The event includes a block party with inflatables, games, DJ, face painting, contests and more from 6:30 PM to 9:00 PM. Once the sun goes down, the City will host the first Downtown Summer Movie Night featuring Despicable Me 3.

Within this resolution is permission to waive the City's noise restrictions on the evening of Saturday, June 2. It is anticipated that the event will be completed by 11 p.m. that evening.

Related Ordinance(s) or Statue(s): Article 6 of Chapter XI of the Code of the City of Edgerton

Funding Source:

Budget Allocated: _____

Finance Director Approval:

Recommendation: Approve Resolution 05-24-18C Recognizing the Edgerton Summer Kickoff Block Party as a "Public Festival" for Purposes of the City's Noise Restrictions

Enclosed: Resolution 05-24-18C

Prepared by: Madeline Becker, Parks and Recreation Coordinator

RESOLUTION NO. 05-24-18C

A RESOLUTION RECOGNIZING SUMMER KICKOFF BLOCK PARTY AS A "PUBLIC FESTIVAL" FOR THE PURPOSES OF THE CITY'S NOISE RESTRICTIONS

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

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

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

SECTION ONE: Summer Kickoff Block Party a "Public Festival": Edgerton Summer Kickoff Block Party is hereby recognized as a public festival and, therefore, the noise restrictions contained within Article 6 of Chapter XI of the Code of the City of Edgerton shall not apply to noise and sounds made or generated by the public festival to be held on June 2, 2018.

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 24TH DAY OF MAY 2018.

ATTEST:

CITY OF EDGERTON, KANSAS

Scott Peterson, City Clerk

By: _____
Donald Roberts, Mayor

APPROVED AS TO FORM:

Lee W. Hendricks, City Attorney

City Council Action Item

Council Meeting Date: May 24th, 2018

Agenda Item #:

Department: Public Works & Utilities

Agenda Item: Consider Final Acceptance of the Dollar General/Project Eisenhower Public Infrastructure and Authorize Final Payment to Colby Series 17, LLC.

Background/Description of Item:

On October 26th, 2017 the City Council approved the Resolution of Intent for industrial revenue bonds for Colby Series 17, LLC. This resolution encompassed the construction and equipping of an approximately 7,500 sq. ft. retail building, located at 106 West 3rd Street in Edgerton, Kansas. As part of this new construction the City requested addressing the supporting infrastructure.

New Section of W 3rd Street was extended off 56 Highway to the south. This section of roadway was constructed as a 36' roadway at 8" concrete and approximately 250' in length. This project also included all the supporting infrastructure including the addition of stormwater, sidewalk and trail, and the necessary supporting ADA items. This improvement provided access to the Dollar General

Extension of the City's water main was constructed to provide service to the Dollar General Facility. This extension was approximately 700' of 8" PVC, that extends from the east along 56 Highway, this was extended from the existing stub to just east of W 3rd Street, and includes the service to the building and the addition of a fire hydrant located on the south-east corner of 56 Highway and W 3rd Street.

Extension of the City's sanitary sewer main was constructed to provide service to the Dollar General Facility. The extension was approximately 200' of 8" PVC and the addition of 2 manhole vaults. This service was extended from the existing sanitary main south of the facility.

BG Consultants as City's Inspection has performed final inspection and noted project for final acceptance. There are a few items noted by the Inspector that Contractor will be addressed during the warranty period next spring. Staff would recommend City Council formally close the

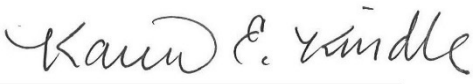
West 3rd Street Public Improvements, Dollar General Water Main extension, and the Dollar General Sanitary Sewer Main extension.

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

Funding Source: Street Excise Tax Fund (street construction), Water Reserve Fund (water line construction), Sewer System Development Fund (sewer line construction)

Budget Allocated: Project was approved in the development agreement with Colby Series 17, LLC approved by Council.

Finance Director Approval:

X 

Karen Kindle, Finance Director

<p>Recommendation: Approve Final Acceptance of the Dollar General/Project Eisenhower Public Infrastructure and Authorize Final Payment to Colby Series 17, LLC.</p>
--

Enclosed: Email from BG Consultants regarding Project Completion.

Prepared by:

Trey Whitaker * Public Works Superintendent

Colby Series 17, LLC

13356 Metcalf Avenue
Overland Park, KS 66213

Reimbursement Request #1: \$45,180.00

February 16, 2018

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

Re: Development Agreement by and among **Colby Series 17, LLC, Copeland Development & Construction Co., Inc** and the **City of Edgerton, Kansas** regarding certain public improvements as defined in the Agreement.

Dear Ms. Linn,

We are requesting reimbursement of **\$45,180.00** (forty-five thousand, one hundred eighty dollars and no cents) as outlined in the above agreement.

Please find enclosed:

- 1) Copeland Development & Construction Co., Inc – Application #1
- 2) Lien Waiver
- 3) Colby Series 17, LLC – cancelled check #393 represented payment.

If you have questions or need additional information, do not hesitate to contact me.

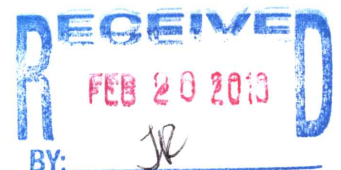
Sincerely,



Leland Swartz
913-738-9100, ext. 104
lee@colbycapital.com

cc City Engineer

Enclosures



APPLICATION AND CERTIFICATE FOR PAYMENT		AIA DOCUMENT G 702		PAGE 1 OF 2 PAGES	
OWNER: Colby Series 17, LLC 13356 Metalf Overland Park, Kansas 66213		PROJECT: City Improvements - Edgerton, KS 106 W 3rd Street Edgerton, KS 66021		APPLICATION NO: 1	
CONTRACTOR: Copeland Development & Construction Co., Inc. 101 Vine Street Chillicothe, MO 64601		ARCHITECT: Abeln & Associates Architect's P.A. 11827 W. 112th Street Suite 220 Overland Park, Kansas 66210		PERIOD TO: 01/30/18	
CONTRACTOR'S APPLICATION FOR PAYMENT		ARCHITECT'S CERTIFICATE FOR PAYMENT		PROJECT NO: 756-17 CONTRACT FOR: City Improvements - Edgerton, KS CONTRACT DATE: 10/30/17	
CHANGE ORDER SUMMARY		DEDUCTIONS			
Change Orders approved in previous months by Owner				1. ORIGINAL CONTRACT SUM 295,077.00	
Approved this Month				2. Net Change by Change Orders 0.00	
No.		Date Approved		3. CONTRACT SUM TO DATE (1+2) 295,077.00	
1.				4. TOTAL COMPLETED & STORED TO DATE 50,200.00	
2.				4a. LESS DIRECT PAYMENTS BY OWNER	
3.				5. RETAINAGE: 10%	
4.				a. 10% of completed work \$ 5,020.00	
5.				b. 10% of column D + E on G703	
6.				10% of Stored Material \$ 0.00	
7.				Total Retainage (line 5a+5b or Total in Column 1 of G703) 5,020.00	
8.				6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total) 45,180.00	
TOTALS		0.00		7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) 45,180.00	
Net change by Change Orders		0.00		8. CURRENT PAYMENT DUE 45,180.00	
The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that the current payment shown herein is now due.				9. BALANCE TO FINISH, PLUS RETAINAGE (Line 3 less line 6) 249,897.00	
CONTRACTOR: Copeland Development & Construction Co., Inc.		County of Livingston		State of Missouri	
By: <i>[Signature]</i>		Subscribed and sworn to me on 01/30/18		Notary Public: <i>[Signature]</i>	
Date: 01/30/18		My Commission expires: 07-31-18		AMOUNT CERTIFIED: \$	
ARCHITECT'S CERTIFICATE FOR PAYMENT				(Attach explanation if AMOUNT CERTIFIED differs from the amount applied for).	
In accordance with the Contract Documents, based upon on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of his knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents and the Contractor is entitled to payment of the AMOUNT CERTIFIED.				ARCHITECT: Abeln & Associates Architect's P.A.	
NOTICE TO OWNER				Date:	
FAILURE OF THIS CONTRACTOR TO PAY THOSE PERSONS SUPPLYING MATERIAL OR SERVICES TO COMPLETE THIS CONTRACT CAN RESULT IN THE FILING OF A MECHANIC'S LIEN ON THE PROPERTY WHICH IS THE SUBJECT OF THIS CONTRACT, PURSUANT TO CHAPTER 429, RSMo. TO AVOID THIS RESULT, YOU MAY ASK THIS CONTRACTOR FOR "LIEN WAIVERS" FROM ALL PERSONS SUPPLYING MATERIAL OR SERVICES FOR THE WORK DESCRIBED IN THIS CONTRACT. FAILURE TO SECURE LIEN WAIVERS MAY RESULT IN YOUR PAYING FOR LABOR AND MATERIAL TWICE.					

CONTINUATION SHEET

AIA Document G702. APPLICATION AND CERTIFICATE FOR PAYMENT, containing

Contractor's signed Certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NUMBER: 1
 APPLICATION DATE: 01/30/18
 PERIOD FROM: 01/01/18
 TO: 01/30/18
 ARCHITECT'S PROJECT NO: 756-17

A item no.	B description	C scheduled value	D	E		materials presently stored	G total completed & stored to date (D+E+F)	% G/C	H balance to finish (C-G)	retainage
			work completed from previous applications	work completed this period	work in place					
155A	Street - Phase 1 Installation	139,890.00		39,276.00			39,276.00	28%	100,614.00	3,927.60
155B	Street - Phase 2 Extension	49,054.00		10,924.00			10,924.00	22%	38,130.00	1,092.40
158A	Sanitary Sewer Main Extension	26,383.00							26,383.00	
159A	Water Main Extension	79,750.00							79,750.00	
SUBTOTAL PAGE # 2		295,077.00	0.00	50,200.00		0.00	50,200.00	17%	244,877.00	5,020.00

WAIVER & RELEASE OF LIEN

Project: City Improvements - Edgerton, KS

Date: January 30, 2018

Owner: Colby Series 17, LLC

Contract or Reference No. 756-17 Application # 1

WHEREAS THE UNDERSIGNED (X) Contractor, () Subcontractor, () Supplier, () Architect or Engineer, Or ()
Copeland Dev. & Const. Co., Inc. has provided labor, services, materials or equipment, for the above project, under and agreed with:
Colby Series 17, LLC in its capacity as () Owner or
Owner's agent, () Contractor, () Subcontractor, () Architect or Engineer

Section A: (check and initial only one of the following):

(**X**) **PARTIAL WAIVER AND RELEASE: IN CONSIDERATION OF PARTIAL PAYMENT** for labor, services, materials or equipment
provided in the amount of: Forty Five Thousand One Hundred Eighty & 00/100 Dollars (\$ 45,180.00),
covering the following Partial Payment Request(s) or Invoice(s): (attach additional pages if necessary)

DATE:
01/30/18

PAY REQUEST OR INVOICE NUMBER
756-17 #1

AMOUNT
\$ 45,180.00

together with any previous payment(s) already received, but excluding any retainage or any labor, services, materials or equipment
provided after the date of: January 30, 2018

() **FINAL WAIVER AND RELEASE: IN CONSIDERATION OF FINAL PAYMENT** for all labor, services, materials or equipment
provided in the amount of: _____ Dollars
(\$ _____) **THE UNDERSIGNED DOES HEREBY WAIVER AND RELEASE** all bond claims, liens or claims or right of lien,
statutory or otherwise, against the property, project, Owner and any sureties for labor, services, materials or equipment as provided by
the Undersigned, but only to the extent of payment received, as indicated above and as limited below:

() **CONDITIONAL RELEASE: THIS WAIVER AND RELEASE IS CONTINGENT UPON RECEIPT OF PAYMENT** and final bank clearance of
said remittance in the above amount, the remittance identified as payment and endorsed by the Undersigned marked "paid" or otherwise
cancelled by the bank against which said remittance was drawn, shall constitute conclusive proof that said Invoice or pay request was paid
and that payment thereof was received by the Undersigned, and thereupon, this waiver and release shall become effective automatically
without the requirement of any further act, acknowledgment or receipt on the part of the Undersigned.

ADDITIONALLY, THE UNDERSIGNED ACKNOWLEDGES RECEIPT of the total amount of \$ _____ in
previous payment and does hereby grant unconditional release of all above described claims for that amount.

() **UNCONDITIONAL RELEASE: THE UNDERSIGNED ACKNOWLEDGES RECEIPTS OF PAYMENT** in the above Amount for labor,
services, materials or equipment as described herein, and does hereby grant this release unconditionally.

THE PERSON signing below does hereby certify that he/she is fully authorized and empowered to execute this instrument and to bind the
Undersigned hereto, and does in fact so execute this instrument.

COMPANY NAME: Copeland Dev. & Const. Co., Inc.

STATE OF Missouri)

ADDRESS: 101 Vine Street
Chillicothe, MO 64601

)ss.

COUNTY OF Livingston)

Signed: [Signature]
Title: President

Subscribed and sworn to before me this 30th day of Jan, 2018
NOTARY PUBLIC: [Signature]

Signed: [Signature]
My Commission Expires: 01 31 18

(Notary Seal)



ORIGINAL DOCUMENT PRINTED ON CHEMICAL REACTIVE PAPER WITH MICROPUNCHED BORDER

Colby Series 17, LLC
13356 Metcalf Avenue
Overland Park, KS 66213

Crossfirst Bank
4707 W 135th Street
Leawood, KS 66224

393

101015282

**** FORTY FIVE THOUSAND ONE HUNDRED EIGHTY AND 00/100 DOLLARS

TO THE ORDER OF 02/06/2018 \$45,180.00**

Copeland Development & Construction Inc
101 Vine
Chillicothe, MO 64601

[Signature]

THIS DOCUMENT CONTAINS HEAT SENSITIVE INK. VIBRATION OR PRESS HERE, WHEN HEAT IS APPLIED, IMAGE DISAPPEARS WITH HEAT.

⑆00393⑆ ⑆101015282⑆ 201875742⑆

For Deposit Only
Acct# 1213205
GENERAL ACCOUNT
2018-02-14
0886586039
>101217886<
COPELAND DEVELOPMENT & CO

Colby Series 17, LLC
13356 Metcalf Avenue
Overland Park, KS 66213

Crossfirst Bank
4707 W 135th Street
Leawood, KS 66224

393

101015282

**** FORTY FIVE THOUSAND ONE HUNDRED EIGHTY AND 00/100 DOLLARS

TO THE ORDER OF 02/06/2018 \$45,180.00**

Copeland Development & Construction Inc
101 Vine
Chillicothe, MO 64601

[Signature]

THIS DOCUMENT CONTAINS HEAT SENSITIVE INK. VIBRATION OR PRESS HERE, WHEN HEAT IS APPLIED, IMAGE DISAPPEARS WITH HEAT.

⑆00393⑆ ⑆101015282⑆ 201875742⑆

Colby Series 17, LLC13356 Metcalf Avenue
Overland Park, KS 66213Crossfirst Bank
4707 W 135th Street
Leawood, KS 66224

393

101015282

**** FORTY FIVE THOUSAND ONE HUNDRED EIGHTY AND 00/100 DOLLARS

TO THE
ORDER OF

02/06/2018

\$45,180.00**

Copeland Development & Construction Inc
101 Vine
Chillicothe, MO 64601

THIS DOCUMENT CONTAINS HEAT SENSITIVE INK. TOUCH OR PRESS HERE - RED IMAGE DISAPPEARS WITH HEAT.

⑈00393⑈⑈ 101015282⑈ 201757427

DATE:02/06/2018 CK#:393 TOTAL:\$45,180.00** BANK:Colby Series 17, LLC(colby17)
PAYEE:Copeland Development & Construction Inc(copdev)

Job(Prop)	Categ(Acct)	Invoice - Date	Description	Amount
edgertonk(colby17)	100302(18000000)	Edgerton, KS 756-17 1	Edgerton, KS 756-17 1 City Improveme	45,180.00
				<hr/> 45,180.00

DATE:02/06/2018 CK#:393 TOTAL:\$45,180.00** BANK:Colby Series 17, LLC(colby17)
PAYEE:Copeland Development & Construction Inc(copdev)

Job(Prop)	Categ(Acct)	Invoice - Date	Description	Amount
edgertonk(colby17)	100302(18000000)	Edgerton, KS 756-17 1	Edgerton, KS 756-17 1 City Improveme	45,180.00
				<hr/> 45,180.00

Colby Series 17, LLC

13356 Metcalf Avenue
Overland Park, KS 66213

Reimbursement Request #3: \$147,414.90

April 16, 2018

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

Re: Development Agreement by and among **Colby Series 17, LLC, Copeland Development & Construction Co., Inc** and the **City of Edgerton, Kansas** regarding certain public improvements as defined in the Agreement.

Dear Ms. Linn,


We are requesting reimbursement of \$147,414.90 (one hundred forty-seven thousand, four hundred, fourteen dollars and ninety cents) as outlined in the above agreement.

Please find enclosed:

- 1) Copeland Development & Construction Co., Inc – Application #3
- 2) Lien Waiver
- 3) Colby Series 17, LLC –check #438 representing payment.

If you have questions or need additional information, do not hesitate to contact me.

Sincerely,



Leland Swartz
913-738-9100, ext. 104
lee@colbycapital.com

cc City Engineer

Enclosures

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G 702

PAGE 1 OF 2 PAGES

OWNER: Colby Series 17, LLC

PROJECT: City Improvements - Edgerton, KS

APPLICATION NO:

3

13356 Metcalf
Overland Park, Kansas 66213106 W 3rd Street
Edgerton, KS 66021

PERIOD TO:

03/30/18

CONTRACTOR: Copeland Development & Construction Co., Inc.

ARCHITECT: Abeln & Associates Architect's P.A.

ARCHITECT'S

101 Vine Street
Chillicothe, MO 6460111827 W. 112th Street Suite 220
Overland Park, Kansas 66210

PROJECT NO:

756-17

CONTRACT FOR:

City Improvements - Edgerton, KS

CONTRACTOR'S APPLICATION FOR PAYMENT

CONTRACT DATE:

10/30/17

CHANGE ORDER SUMMARY

Change Orders approved in previous months by Owner	ADDITIONS	DEDUCTIONS
Approved this Month		
No.	Date Approved	

1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
TOTALS		0.00
Net change by Change Orders		0.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that the current payment shown herein is now due.

CONTRACTOR: Copeland Development & Construction Co., Inc.

By:  Date: 03/30/18

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based upon on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of his knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

By:

Date:

NOTICE TO OWNER

FAILURE OF THIS CONTRACTOR TO PAY THOSE PERSONS SUPPLYING MATERIAL OR SERVICES TO COMPLETE THIS CONTRACT CAN RESULT IN THE FILING OF A MECHANIC'S LIEN ON THE PROPERTY WHICH IS THE SUBJECT OF THIS CONTRACT, PURSUANT TO CHAPTER 429-RSMO. TO AVOID THIS RESULT, YOU MAY ASK THIS CONTRACTOR FOR "LIEN WAIVERS" FROM ALL PERSONS SUPPLYING MATERIAL OR SERVICES FOR THE WORK DESCRIBED IN THIS CONTRACT. FAILURE TO SECURE LIEN WAIVERS MAY RESULT IN YOUR PAYING FOR LABOR AND MATERIAL TWICE.

AMOUNT CERTIFIED: \$
(Attach explanation if AMOUNT CERTIFIED differs from the amount applied for).
ARCHITECT: Abeln & Associates Architect's P.A.

6. TOTAL EARNED LESS RETAINAGE
(Line 4 less Line 5 Total)
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)
8. CURRENT PAYMENT DUE
9. BALANCE TO FINISH, PLUS RETAINAGE
(Line 3 less line 5)

295,077.00
147,662.10
147,414.90
0.00



State of Missouri
Notary Public: Jessica Shaffer
My Commission expires: 07-31-19
County of Livingston
03/30/18

a. 0% of completed work \$ 0.00
b. 0% of column D + E on G703 \$ 0.00
(% of column F on G703)
Total Retainage (line 5a+5b or Total in Column I of G703) 0.00

CONTINUATION SHEET

PAGE 2 OF 2 PAGES

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NUMBER: 3
APPLICATION DATE: 03/30/18
PERIOD FROM: 03/01/18
TO: 03/30/18
ARCHITECT'S PROJECT NO: 756-17

A item no.	B description	C scheduled value	D		E	materials presently stored	G		H	I
			work completed from previous applications	work in place this period			total completed & stored to date (D+E+F)	% C/C	balance to finish (C-G)	retainage
155A	Street - Phase 1 Installation	139,890.00	44,900.00	94,990.00			139,890.00	100%	0.00	0.00
155B	Street - Phase 2 Extension	49,054.00	13,036.00	36,018.00			49,054.00	100%	0.00	0.00
158A	Sanitary Sewer Main Extension	26,383.00	26,383.00				26,383.00	100%	0.00	0.00
159A	Water Main Extension	79,750.00	79,750.00				79,750.00	100%	0.00	0.00
SUBTOTAL PAGE # 2		295,077.00	164,069.00	131,008.00		0.00	295,077.00	100%	0.00	0.00

WAIVER & RELEASE OF LIEN

Project: City Improvements - Edgerton, KS

Date: March 30, 2018

Owner: Colby Series 17, LLC

Contract or Reference No. 756-17 Application # 3

WHEREAS THE UNDERSIGNED (X) Contractor, () Subcontractor, () Supplier, () Architect or Engineer, Or () Copeland Dev. & Const. Co., Inc., has provided labor, services, materials or equipment, for the above project, under and agreed with: Colby Series 17, LLC in its capacity as () Owner or Owner's agent, () Contractor, () Subcontractor, () Architect or Engineer

Section A: (check and initial only one of the following):

() PARTIAL WAIVER AND RELEASE: IN CONSIDERATION OF PARTIAL PAYMENT for labor, services, materials or equipment provided in the amount of: _____ Dollars (\$ _____), covering the following Partial Payment Request(s) or Invoice(s): (attach additional pages if necessary)

DATE:
03/30/18

PAY REQUEST OR INVOICE NUMBER
756-17 #3

AMOUNT
\$ 147,414.90

together with any previous payment(s) already received, but excluding any retainage or any labor, services, materials or equipment provided after the date of: _____,

(X) FINAL WAIVER AND RELEASE: IN CONSIDERATION OF FINAL PAYMENT for all labor, services, materials or equipment provided in the amount of: One Hundred Forty Seven Thousand Four Hundred Fourteen & 90/100 Dollars (\$ 147,414.90) THE UNDERSIGNED DOES HEREBY WAIVER AND RELEASE all bond claims, liens or claims or right of lien, statutory or otherwise, against the property, project, Owner and any sureties for labor, services, materials or equipment as provided by the Undersigned, but only to the extent of payment received, as indicated above and as limited below:

() CONDITIONAL RELEASE: THIS WAIVER AND RELEASE IS CONTINGENT UPON RECEIPT OF PAYMENT and final bank clearance of said remittance in the above amount, the remittance identified as payment and endorsed by the Undersigned marked "paid" or otherwise cancelled by the bank against which said remittance was drawn, shall constitute conclusive proof that said invoice or pay request was paid and that payment thereof was received the by Undersigned, and thereupon, this waiver and release shall become effective automatically without the requirement of any further act, acknowledgment or receipt on the part of the Undersigned.

ADDITIONALLY, THE UNDERSIGNED ACKNOWLEDGES RECEIPT of the total amount of \$ _____ in previous payment and does hereby grant unconditional release of all above described claims for that amount.

() UNCONDITIONAL RELEASE: THE UNDERSIGNED ACKNOWLEDGES RECEIPTS OF PAYMENT in the above Amount for labor, services, materials or equipment as described herein, and does hereby grant this release unconditionally.

THE PERSON signing below does hereby certify that he/she is fully authorized and empowered to execute this instrument and to bind the Undersigned hereto, and does in fact so execute this instrument.

COMPANY NAME: Copeland Dev. & Const. Co., Inc.

STATE OF Missouri

ADDRESS: 101 Vine Street
Chillicothe, MO 64601

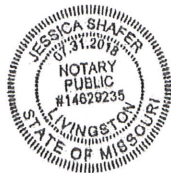
Signed: J. Dandridge
Title: President

COUNTY OF Livingston

Subscribed and sworn to before me this 30th day of March, 2018
NOTARY PUBLIC

Signed: Jenica Shaffer
My Commission Expires: 07-31-18

{Notary Seal}



Colby Series 17, LLC13356 Metcalf Avenue
Overland Park, KS 66213Crossfirst Bank
4707 W 135th Street
Leawood, KS 66224**438**

101015282

**** ONE HUNDRED FORTY SEVEN THOUSAND FOUR HUNDRED FOURTEEN AND 90/100 DOLLARS

TO THE
ORDER OF

04/16/2018

\$147,414.90*

Copeland Development & Construction Inc
101 Vine
Chillicothe, MO 64601SAFEGUARD SECURE
SAFEGUARD SECURE
MP

THIS DOCUMENT CONTAINS HEAT SENSITIVE INK. TOUCH OR PRESS HERE - RED IMAGE DISAPPEARS WITH HEAT.

⑈00438⑈ 101015282⑈ 201757427⑈

DATE:04/16/2018 CK#:438 TOTAL:\$147,414.90* BANK:Colby Series 17, LLC(colby17)
PAYEE:Copeland Development & Construction Inc(copdev)

Job(Prop)	Categ(Acct)	Invoice - Date	Description	Amount
edgertonk(colby17)	100048(22200000)	R-Edgerton, KS 756-17 2	Invoice# Edgerton, KS 756-17 2 Reten	3,927.60
edgertonk(colby17)	100048(22200000)	R-Edgerton, KS 756-17 2	Invoice# Edgerton, KS 756-17 2 Reten	1,092.40
edgertonk(colby17)	100302(22200000)	R-Edgerton 756-17 2	Cit Invoice# Edgerton 756-17 2 City Impr	562.40
edgertonk(colby17)	100302(22200000)	R-Edgerton 756-17 2	Cit Invoice# Edgerton 756-17 2 City Impr	211.20
edgertonk(colby17)	100302(22200000)	R-Edgerton 756-17 2	Cit Invoice# Edgerton 756-17 2 City Impr	2,638.30
edgertonk(colby17)	100302(22200000)	R-Edgerton 756-17 2	Cit Invoice# Edgerton 756-17 2 City Impr	7,975.00
edgertonk(colby17)	100302(18000000)	Edgerton, KS 756-17 3	C Edgerton, KS 756-17 3 City Improve	94,990.00
edgertonk(colby17)	100302(18000000)	Edgerton, KS 756-17 3	C Edgerton, KS 756-17 3 City Improve	36,018.00
				147,414.90

DATE:04/16/2018 CK#:438 TOTAL:\$147,414.90* BANK:Colby Series 17, LLC(colby17)
PAYEE:Copeland Development & Construction Inc(copdev)

Job(Prop)	Categ(Acct)	Invoice - Date	Description	Amount
edgertonk(colby17)	100048(22200000)	R-Edgerton, KS 756-17 2	Invoice# Edgerton, KS 756-17 2 Reten	3,927.60
edgertonk(colby17)	100048(22200000)	R-Edgerton, KS 756-17 2	Invoice# Edgerton, KS 756-17 2 Reten	1,092.40
edgertonk(colby17)	100302(22200000)	R-Edgerton 756-17 2	Cit Invoice# Edgerton 756-17 2 City Impr	562.40
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edgertonk(colby17)	100302(22200000)	R-Edgerton 756-17 2	Cit Invoice# Edgerton 756-17 2 City Impr	2,638.30
edgertonk(colby17)	100302(22200000)	R-Edgerton 756-17 2	Cit Invoice# Edgerton 756-17 2 City Impr	7,975.00
edgertonk(colby17)	100302(18000000)	Edgerton, KS 756-17 3	C Edgerton, KS 756-17 3 City Improve	94,990.00
edgertonk(colby17)	100302(18000000)	Edgerton, KS 756-17 3	C Edgerton, KS 756-17 3 City Improve	36,018.00
				147,414.90



EDGERTON
global routes. local roots.

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

City Council Action Item

Council Meeting Date: May 24, 2018

Agenda Item #:

Department: Administration

Agenda Item: Consider Resolution 05-24-18E Approving Banking Resolution with Central Bank of the Midwest

Background/Description of Item:

The City maintains accounts at Central Bank of the Midwest to carry out the business of the City. In May, 2014, the Governing Body passed Resolution No.05-22-14C documenting banking authority for staff and members of the Governing Body. Staff has reviewed this resolution and determined that updates are needed to reflect current staff.

Changes to the banking resolution are:


- Changed the name of the bank from Metcalf Bank to Central Bank of the Midwest. Since the last banking resolution, the bank has changed its name.
- Added Scott Peterson to the list of staff authorized to discuss the City's general accounts as well as the Municipal Court account.
- Changed the title for Karen Kindle from Accountant to Finance Director.
- Removed Karen Weston.

Staff will use this banking resolution to work with the bank to update their records for the City's accounts.

Related Ordinance(s) or Statue(s): Resolution No. 05-22-14C

Funding Source: n/a - this resolution denotes who has authority regarding the City's bank accounts at Central Bank of the Midwest.

Budget Allocated: n/a

X 

Finance Director Approval:

Karen Kindle, Finance Director

Recommendation: Approve Resolution 05-24-18E, Banking Resolution with Central Bank of the Midwest

Enclosed: Banking Resolution

Prepared by:

Karen Kindle * Finance Director

RESOLUTION NO. 05-24-18E

WHEREAS, the City of Edgerton, Kansas, maintains accounts at Central Bank of the Midwest; and

WHEREAS, the City Council wishes to designate by Resolution those members of the Governing Body and City of Edgerton Staff who are authorized to discuss accounts, withdraw funds, endorse or authorize checks, amend online banking preferences, be listed as authorized signors and take any and all other actions listed below involving City accounts at Central Bank of the Midwest.

NOW, THEREFORE, BE IT RESOLVED, that Central Bank of the Midwest, (“Financial Institution”) is hereby designated a depository of the City of Edgerton, Kansas, for the purpose of banking services, and that with the exception of Municipal Court Account #***82, which is described further below the following individuals are authorized to discuss with Financial Institution any and all City accounts:

<u>Name</u>	<u>Title</u>
Donald Roberts	Mayor
Elizabeth Linn	City Administrator
Scott Peterson	Assistant City Administrator
Rachel James	City Clerk
Karen Kindle	Finance Director
Irene Eastwood	City Treasurer

BE IT FURTHER RESOLVED that the following individuals are hereby individually authorized to open any deposit or checking accounts in the name of the City; to endorse or authorize checks and orders for the payment of money; and withdraw funds on deposit with Financial Institution and shall be listed as signers on said account signature cards. This authority shall be for all City accounts with the exception of Municipal Court Account #***82 which is described further below:

<u>Name</u>	<u>Title</u>
Donald Roberts	Mayor
Elizabeth Linn	City Administrator
Rachel James	City Clerk
Irene Eastwood	City Treasurer

BE IT FURTHER RESOLVED that the following individuals acting individually, are authorized to instruct Financial Institution, either by written or verbal instructions, to make changes to the set up of the on-line banking system.

<u>Name</u>	<u>Title</u>
Donald Roberts	Mayor
Elizabeth Linn	City Administrator

BE IT FURTHER RESOLVED that for Municipal Court Account, account #***82, the following individuals are hereby individually authorized to endorse or authorize checks and

orders for the payment of money; and withdraw funds on deposit with Financial Institution in Municipal Court Account, account #***82, and shall be listed as signers on said account signature cards:

<u>Name</u>	<u>Title</u>
Donald Roberts	Mayor
Elizabeth Linn	City Administrator

BE IT FURTHER RESOLVED that the following individuals are hereby authorized to discuss Municipal Court Account, account #***82:

<u>Name</u>	<u>Title</u>
Donald Roberts	Mayor
Elizabeth Linn	City Administrator
Scott Peterson	Assistant City Administrator
Karen Kindle	Finance Director

BE IT FURTHER RESOLVED that the City acknowledges and agrees that Financial Institution may rely on alternative signature and verification codes issued to or obtained from the individual(s) named on this resolution. The Term “alternative signature and verification codes” includes, but is not limited to, facsimile signatures on file with the Financial Institution, personal identification numbers (PIN), and digital signatures. If a facsimile signature specimen has been provided on this resolution, (or that is filed separately by the City with Financial Institution from time to time) Financial Institution is authorized to treat the facsimile signature as the signature of the individual(s) regardless of by whom or by what means the facsimile signature may have been affixed so long as it resembles the facsimile signature on file.

BE IT FURTHER RESOLVED that this resolution shall continue in force and Central Bank of the Midwest may consider the facts concerning and holders of said offices, respectively, and their signatures, to be and continue as set forth herewith until written notice to the contrary is duly served on said financial institution.

ADOPTED THIS 24 DAY OF MAY, 2018,

By: _____
Donald Roberts, Mayor

ATTEST:

Scott Peterson, City Clerk

City Council Action Item

Council Meeting Date: May 24, 2018

Agenda Item #: 19

Department: Parks and Recreation

Agenda Item: Consider Resolution No. 05-24-18F Temporarily Waiving City Prohibition As To The Sale And Consumption Of Alcoholic Liquor On Certain Public Property, And Recognizing Frontier Days As A "Public Festival" For Purposes Of The City's Noise Restrictions

Background/Description of Item:

Edgerton Frontier Days will be held June 15-16, 2018. The Edgerton Frontier Days Committee has requested permission to sell and serve alcoholic liquor (i.e. alcoholic beverages other than 3.2% beer [a/k/a cereal malt beverage]) at the Festival.

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

City Council will hold a Public Hearing on May 24, 2018 prior to considering this resolution.

If approved, Resolution No. 05-24-18F would grant the waiver requested by the Frontier Days Association, with the following stipulations:

- The sale and consumption of alcoholic liquor shall be allowed in an area on Nelson Street between East Third Street and East Fourth Street (specifically designated and approved by the City Administrator)
- Between the hours of 6:00 pm and 11:59 pm on June 15, 2018.
- Between the hours of 2:00 pm and 11:59 pm on June 16, 2018.
- Point of sale for alcoholic liquor shall be 307 E. Nelson Street by properly licensed individuals or groups only
- No alcoholic liquor may be sold or dispensed in glass bottles or containers, only plastic, paper cups or cans may be used.

Also within this same resolution is permission to waive the City's noise restrictions in order for all to enjoy music as part of the festival on Friday June 15 and Saturday June 16. It is anticipated that both concerts will be completed by 11:59 p.m. each evening.

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

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

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

Funding Source: N/A

Budget Allocated: N/A

Finance Director Approval: N/A

<p>Recommendation: Approve Resolution No. 05-24-18F Temporarily Waiving City Prohibition As To The Sale And Consumption Of Alcoholic Liquor On Certain Public Property, And Recognizing Frontier Days As A "Public Festival" For Purposes Of The City's Noise Restrictions</p>

Enclosed:

Draft Resolution No. 05-24-18F

Prepared by: Scott Peterson, Assistant City Administrator

RESOLUTION NO. 05-24-18F

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

WHEREAS, the 2018 annual celebration known as Frontier Days will be held June 15 through June 16 in the City of Edgerton, Kansas; and

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

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

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

WHEREAS, the City wishes to recognize this event as a "public festival" and to be exempt from any noise or sound restrictions during the pendency of the event.

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

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

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

- a) The sale and consumption of alcoholic liquor shall be allowed in an area on Nelson Street between East Third Street and East Fourth Street (specifically designated and approved by the City Administrator) between the hours of 6:00 pm and 11:59 pm on June 15, 2018 and between the hours of 2:00 pm and 11:59 pm on June 16, 2018.

- b) The location of the point of sale for alcoholic liquor shall be 307 E. Nelson Street by properly licensed individuals or groups only.
- c) No alcoholic liquor may be sold or dispensed in glass bottles or containers, only plastic, paper cups or cans may be used.

SECTION THREE: Frontier Days a "Public Festival": Edgerton Frontier Days is recognized as a public festival and, therefore, the noise restrictions contained within Article 6 of Chapter XI of the Code of the City of Edgerton shall not apply to noise and sounds made or generated by the 2018 public festival on June 15 and 16.

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

ADOPTED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR OF THE CITY OF EDGERTON, KANSAS ON THE 24TH DAY OF MAY 2018.

ATTEST:

CITY OF EDGERTON, KANSAS

Scott Peterson, Interim City Clerk

By: _____
Donald Roberts, Mayor

APPROVED AS TO FORM:

Lee W. Hendricks, City Attorney

City Council Action Item

Council Meeting Date: May 24, 2018

Agenda Item #:

Department: Community Development

Agenda Item: Consider Ordinance No. 1081 Adopting A Recommendation By The City Planning Commission To Approve Rezoning Of Approximately 120 Acres Of Land [Located On The Northeast Corner Of Four Corners Road and 199th Street] In Edgerton, Kansas From Johnson County RUR, Rural Zoning To City Of Edgerton L-P Logistics Park Zoning District

Background/Description of Item: The City of Edgerton received an application ZA-2018-02 for rezoning from Edgerton Land Holding Company, LLC represented by NorthPoint Development, LLC requesting to rezone approximately 120 acres located on the northeast corner of Four Corners Road and 199th Street from Johnson County RUR to City of Edgerton Logistics Park (L-P) zoning. The majority of the property requested to be rezoned was annexed into the City of Edgerton on March 27, 2014 with a small remnant parcel annexed in on March 22, 2018. NPD Management LLC has requested to rezone the parcel to Logistics Park District (L-P) to accommodate future intermodal-related, logistics park development as part of Logistics Park Kansas City Phase II.

Staff reviewed this rezoning application with respect to the Edgerton Comprehensive Plan, Zoning and Subdivision Regulations, and the laws in Kansas, in particular the "Golden Criteria" as established by the Supreme Court of Kansas in 1978. Attached is the staff report including the review of this rezoning based on the Golden Criteria. The Planning Commission held a public hearing on May 8, 2018 regarding this rezoning. The Planning Commission recommended approval of the application with the following stipulations:

1. All infrastructure requirements of the City shall be met.
2. All platting requirements of the City shall be met.
3. All Site Plan application requirements of the City shall be met.
4. Prior to issuance of building permits, the property shall have an approved Site Plan reviewed and approved by the City.

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

Funding Source: N/A

Budget Allocated: N/A

Finance Director Approval: N/A

Recommendation: Approve Ordinance No. 1081 Adopting A Recommendation By The City Planning Commission To Approve Rezoning Of Approximately 120 Acres Of Land [Located At The Northeast Corner Of Four Corners Road and 199th Street] In Edgerton, Kansas From Johnson County RUR, Rural Zoning To City Of Edgerton L-P Logistics Park Zoning District

Enclosed:

- Ordinance No. 1081
- Staff Report from May 8, 2018 Planning Commission
- Application ZA-2018-02
- Draft minutes of May 8, 2018 Planning Commission Meeting

Prepared by: Katy Crow, Development Services Director

ORDINANCE NO. 1081

AN ORDINANCE ADOPTING A RECOMMENDATION BY THE CITY OF EDGERTON PLANNING COMMISSION TO APPROVE REZONING OF APPROXIMATELY 120 ACRES OF LAND [LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF FOUR CORNERS ROAD AND 199TH STREET] IN EDGERTON, KANSAS FROM JOHNSON COUNTY "RUR" RURAL DISTRICT TO CITY OF EDGERTON "L-P" LOGISTICS PARK ZONING DISTRICT

WHEREAS, the Planning Commission has recommended that a rezoning request -- from Johnson County "RUR" Rural District to City of Edgerton "L-P" Logistics Park District -- be approved (with certain conditions) for approximately 120 acres of land, located at the northeast corner of the intersection of Four Corners Road and 199th Street in Edgerton; and

WHEREAS, all newspaper and mailed notifications were performed and a public hearing was properly held before the City Planning Commission on May 8, 2018.

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

Section 1. That the following legally described property (located at the northeast corner of the intersection of Four Corners Road and 199th Street) is hereby rezoned from Johnson County "RUR" Rural District to City of Edgerton "L-P" Logistics Park Zoning District, and City Staff is directed to reflect said rezoning in the City's Official Zoning map and other City records:

Overall (Tract 1 & 2)

THE NORTH HALF OF THE SOUTHEAST QUARTER, AND THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 15, RANGE 22 IN THE CITY OF EDGERTON, JOHNSON COUNTY, KANSAS, BEING DESCRIBED AS FOLLOWS;

BEGINNING AT THE NORTHWEST CORNER OF SAID SOUTHEAST QUARTER; THENCE NORTH 88 DEGREES 34 MINUTES 30 SECONDS EAST ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER A DISTANCE OF 2633.20 FEET TO THE NORTHEAST CORNER OF SAID SOUTHEAST QUARTER; THENCE SOUTH 02 DEGREES 12 MINUTES 09 SECONDS EAST ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER A DISTANCE OF 1315.72 FEET; THENCE SOUTH 88 DEGREES 32 MINUTES 43 SECONDS WEST ALONG THE SOUTH LINE OF THE NORTH HALF OF SAID SOUTHEAST QUARTER A DISTANCE OF 1317.46 FEET; THENCE SOUTH 02 DEGREES 11 MINUTES 37 SECONDS EAST ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SOUTHEAST QUARTER A DISTANCE OF 1316.95 FEET TO A POINT ON THE SOUTH LINE OF SAID SOUTHEAST QUARTER; THENCE SOUTH 88 DEGREES 29 MINUTES 30 SECONDS WEST ALONG SAID SOUTH LINE A DISTANCE OF 1317.65 FEET TO THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER; THENCE NORTH 02 DEGREES 09 MINUTES 20 SECONDS WEST ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER A DISTANCE OF 2635.26 FEET TO THE POINT OF BEGINNING. CONTAINS: 5,202,152 SQUARE FEET OR 119.425 ACRES MORE OR LESS. SUBJECT TO THAT PART TAKEN AND USED FOR ROAD RIGHT OF WAY.

Section 2. The above rezoning is expressly conditioned on the following:

- a) All infrastructure requirements of the City shall be met.
- b) All platting requirements of the City shall be met.
- c) All Site Plan application requirements of the City shall be met.
- d) Prior to issuance of building permits, the property shall have an approved Site Plan reviewed and approved by the City.

Section 3. That the Governing Body, in making its decision on the rezoning, considered City Staff's comments and recommendations. The Governing Body also based its decision on the following criteria:

- a) The character of the neighborhood, including but not limited to: zoning, existing and approved land use, platting, density (residential), natural features, and open space.
- b) Compatibility of the proposed zoning and uses permitted therein with the zoning and uses of nearby properties.
- c) The extent to which the zoning amendment may detrimentally affect nearby property has been addressed.
- d) The relative gain (if any) to the public health, safety, and welfare from a denial of the rezoning application as compared to the hardship imposed upon the rezoning applicant from such denial.
- e) Consistency with the Comprehensive Plan, Utilities and Facilities Plans, Capital Improvement Plan, Area Plans, ordinances, policies, and applicable City Code of the City of Edgerton.

Section 4. This ordinance shall take effect and be enforced 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 24th DAY OF MAY, 2018.

CITY OF EDGERTON, KANSAS

By: _____
Donald Roberts, Mayor

ATTEST:

Scott Peterson, Interim City Clerk

APPROVED AS TO FORM:

Lee Hendricks, City Attorney



EDGERTON
global routes. local roots.

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

STAFF REPORT

May 8, 2018

To: Edgerton Planning Commission
Fr: Katy Crow, Development Services Director
Re: Application ZA-2018-02 Rezoning for a parcel of land generally located at the NE corner of the intersection at 199th Street and Four Corners Road, extending east to Homestead Lane.

APPLICATION INFORMATION

Applicant: NorthPoint Development LLC
4825 NW 41st Street, Suite 500
Riverside, MO 64150

Property Owner: Edgerton Land Holding Company LLC
4825 NW 41st Street, Suite 500
Riverside, MO 64150

Requested Action: Rezoning from Johnson County RUR, Rural zoning to L-P, Logistics Park Zoning District, City of Edgerton.

Legal Description: N1/2 of SE Quarter and SW Quarter of SE Quarter of Section 4, Township 15, Range 22 in the City of Edgerton, Kansas. See attached exhibits.

Site Address/Location: The NE corner at the intersection of Four Corners Road and 199th Street, east to Homestead Lane.

Existing Zoning and Land Uses: Johnson County Rural (RUR) and agricultural uses.

Existing Improvements: None.

Site Size: Approximately 120 acres.

REASON FOR REZONING REQUEST:

The majority of this land was annexed into the City of Edgerton on March 27, 2014 with a small remnant parcel annexed in on March 22, 2018. This rezoning is being requested for future intermodal-related, logistics park development. The Burlington Northern Santa Fe Railway (BNSF) intermodal facility is currently under development approximately one-half mile north of the subject site. Logistics Park Kansas City (LPKC), is a 1,700 -acre master-planned

distribution and warehouse development anchored by BNSF Railway's intermodal facility, which opened in late 2013. Companies located at LPKC benefit from significant transportation savings and direct access to heavy-haul corridors.

The subject property is surrounded by parkland owned by Johnson County Parks & Recreation District on the west, existing LPKC operations to the north, the low-density rural, single-family residential development Pepper Tree Farms to the south across W 199th Street and landscape nursery operations across Homestead Lane to the east. The proposed rezoning parcel has frontage along Four Corners Road, Homestead Lane and W 199th Street. The subject property is outlined in red and shown in Figures 1 and 2 below.



Figure 1

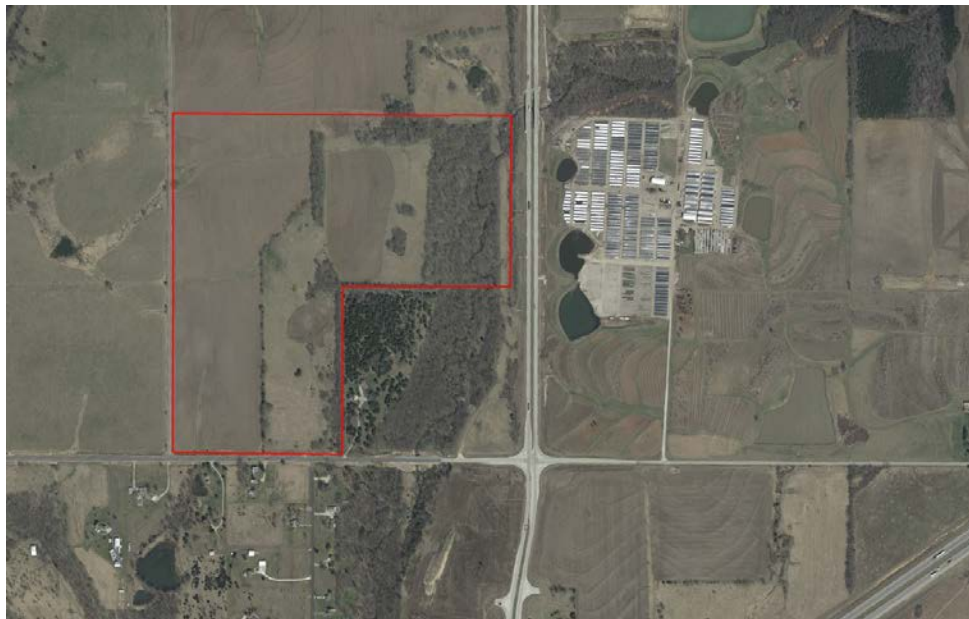


Figure 2

PROJECT DESCRIPTION

The rezoning request is to support a project which will construct and operate warehouse and distribution facilities with ancillary office uses.

INFRASTRUCTURE AND SERVICES

1. Access to the property would be from 199th Street.
2. Utilities and service providers.
 - a. Water - Johnson County Water District #7
 - b. Sanitary Sewer - City of Edgerton
 - c. Electrical Service - Kansas City Power & Light
 - d. Gas Service – Kansas Gas Service
 - e. Police service is provided by the city of Edgerton through the Johnson County Sheriff's Office
 - f. Fire protection is provided by Johnson County Fire District #1
3. Property is located within the Bull Creek watershed, Marais De Cygnes river basin.

PROPERTY ZONING HISTORY

The majority of the subject property was annexed into the City of Edgerton on March 27, 2014 with a small remnant parcel annexed in on March 22, 2018. Prior to that, the property was in unincorporated Johnson County and as of this application it remains zoned Johnson County RUR, in accordance with Article 1, Section 1.9 of the Edgerton Unified Development Code.

STAFF ANALYSIS

The applicant has requested rezoning to L-P, Logistics Park. The City's Unified Development Code (UDC) states the purpose of the L-P District is to create a limited multimodal industrial zone that provides for a modern type of industrial uses or industrial park to support activities related to trade, rail and other transport services. Limitations are placed on the uses in the district to significantly restrict the outside activities and outside storage of materials, noise, vibration, etc. The UDC also states manufacturing uses should be conducted within a totally enclosed building. Any activities conducted outside should be screened and buffered, and external effects such as excessive noise or odor should not extend beyond the property lines.

Permitted uses within the L-P District include warehousing/distribution centers; motor freight transportation terminals; manufacturing, processing, fabrication or assembly of commodity – limited; and other permitted uses.

Staff has reviewed this rezoning application with respect to the Edgerton Unified Development Code, the laws of Kansas, and the "Golden Criteria" as established by the Supreme Court of Kansas in 1978. The following is staff's review.

1. **Need for the Proposed Change** - The applicant has requested L-P Zoning District designation to support construction of the project. Given the property's proximity to LPKC, the BNSF Railway intermodal facility and the highway L-P Zoning District is the most compatible designation for these uses.
2. **Magnitude of the Change** - The existing County zoning is considered a holding designation. The Future Land Use Map contained in the Comprehensive Plan has the

property designated as appropriate and acceptable for Business Park/Industrial uses. Staff believes the proposed rezoning is compatible with the spirit and intent of future development outlined by the Comprehensive Plan and depicted by the Future Land Use Map. Due to the property's proximity to LPKC, the BNSF Railway intermodal facility and interstate highway, the magnitude of the change is not considered extreme or rare when property is being developed for its designated and planned end use, in this case industrial development.

3. **Whether or not the change will bring harm to established property rights** - The subject property is predominately surrounded by undeveloped acreage, road right-of-way and low-density rural single-family residential uses. If rezoned L-P, as requested, a separate Site Plan review and approval will be required before building permits can be issued. Part of a Site Plan review will include attention to buffering and setbacks, stormwater management and transition of uses between adjoining uses and any proposed industrial use. This Site Plan review will help mitigate impacts that might occur to adjacent properties.
4. **Effective use of Land** - L-P District permitted uses at this location is an effective and efficient use of the property due to its proximity to the BNSF Railway intermodal facility, LPKC and the interstate.
5. **The extent to which there is a need in the community for the uses allowed in the proposed zoning** - Construction of warehousing, distribution, limited manufacturing and related facilities near the intermodal facility allows an inland port for goods in transit, by reducing truck traffic in the surrounding area and allowing for more efficient use of the supply chain.
6. **The character of the neighborhood, including but not limited to: zoning, existing and approved land use, platting, density (residential), natural features, and open space** – The area continues to undergo intermodal development and with the extensive road improvements, and the interchange at I-35 and Homestead Lane, the character of the area is changing from rural to industrial. Properties to the south of the applicant property remain in unincorporated Johnson County, with a mixture of rural residential acreage, vacant land, and farming. Property to the east, while still in agriculture use, are developing with Industrial, Logistic Park Uses. Property to the west includes Milldale Farms, a regional park with floodplain areas and will generally remain undeveloped, providing open space, wildlife corridors, stream way buffers, and hiking, biking, and pedestrian corridors.
7. **Compatibility of the proposed zoning and uses permitted therein with the zoning and uses of nearby properties** - The proposed zoning is compatible with the planned future uses of the surrounding property, specifically to the north and east. The City's Unified Development Code (UDC) states the purpose of the L-P District is to create a limited multimodal industrial zone that provides for modern types of industrial uses or an industrial park. Limitations are placed on uses in the district to significantly restrict outside activities and the outside storage of materials, noise, vibration, etc. The site plan review process can mitigate impacts to adjacent properties with the proper attention to buffering and setbacks, stormwater management, and transition of uses.
8. **Suitability of the uses to which the property has been restricted under its existing zoning** - The existing Johnson County RUR zoning of the applicant property is not suitable for the proposed distribution warehouse and limited manufacturing industrial use sought by the applicant. The Johnson County RUR zoning is a County designation primarily for agricultural use; an industrial use in a property annexed by

the City but zoned for agriculture by the County would not be compatible or appropriate. Therefore, a rezoning to the L-P district is the most appropriate designation for the proposed use.

9. **Length of time the subject property has remained vacant under the current zoning designation** - Based upon available aerial photography, prior to annexation the property was agricultural use in unincorporated Johnson County for the previous 70-plus years.
10. **The extent to which the zoning amendment may detrimentally affect nearby property** - The proposed zoning is compatible with the planned future uses of the surrounding property, specifically to the adjacent north and to the east adjacent to Waverly Road. The City's Unified Development Code (UDC) states the purpose of the L-P District is to create a limited multimodal industrial zone that provides for modern types of industrial uses or an industrial park. Limitations are placed on uses in the district to significantly restrict outside activities and the outside storage of materials, noise, vibration, etc. The site plan review process can mitigate impacts to adjacent properties with the proper attention to buffering and setbacks, stormwater management, and transition of uses.
11. **Consideration of rezoning applications requesting Planned Development Districts (PUD) for multifamily and non-residential uses should include architectural style, building materials, height, structural mass, siting, and lot coverage** - This is not a request for a PUD.
12. **The availability and adequacy of required utilities and services to serve the uses allowed in the proposed zoning. 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** - The subject property is bordered by Four Corners Road, Homestead Lane, and 199th Street. Staff is evaluating the current capacity of 199th Street. Depending on how the property is developed and the type of access sought, these roads could require improvements to better accommodate the anticipated development of this property. Homestead Lane and the intersection at 199th Street have already been improved to a standard that will accommodate industrial development. Utilities will be provided by the developer or the City in conjunction with development of the property.
13. **The extent to which the uses allowed in the proposed zoning would adversely affect the capacity or safety of that portion of the road network influenced by the uses, or present parking problems in the vicinity of the property – Homestead Lane and the intersection at 199th Street are improved to a standard that can accommodate industrial development traffic in the area. The City is in discussions regarding Four Corners Road and 199th Street to determine what improvements, if any, are needed so appropriate access can be achieved and the surrounding transportation network function.**
14. **The environmental impacts that the uses allowed in the proposed zoning 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** - The City will follow National Pollutant Discharge Elimination System (NPDES) guidelines and stormwater management requirements which require any application to address runoff and water pollution mitigation measures as part of the development of the property. Mitigation of

pollution in the form of air, noise, light, etc., will be addressed as part of the Site Plan review process.

15. **The economic impact on the community from the uses allowed in the proposed zoning** - Uses allowed in the L-P District, have the potential to benefit the residents and community in a positive way by providing jobs, economic opportunities and tax revenue to respective jurisdictions.
16. **The relative gain (if any) to the public health, safety, and welfare from a denial of the rezoning application as compared to the hardship imposed upon the rezoning applicant from such denial** - There would be little relative gain, if any, to the public health, safety, and welfare from the denial of this zoning application. However, The City would be adversely impacted due to the lost opportunities for jobs, economic activity and tax revenue if the anticipated logistics park uses and facilities were to locate in another community.
17. **Consistency with the Comprehensive Plan, Capital Improvement Plan, ordinances, policies, and applicable City Code of the City of Edgerton** - The Comprehensive Plan for the City of Edgerton has the area which the property is in designated as appropriate for zoning and uses associated with business park and industrial zoning. City staff believes that the requested rezoning is compatible with the spirit and intent of future development outlined in the Comprehensive Plan, the Johnson County Southwest Area Plan and Future Land Use Map.
18. **The recommendation of professional staff** - See Recommendation below

Recommendation:

City staff recommends **approval** of the proposed rezoning of the subject property from Johnson County RUR, to City of Edgerton Logistics Park District (L-P) with the following stipulations:

1. All infrastructure requirements of the City shall be met.
2. All platting requirements of the City shall be met.
3. All Site Plan application requirements of the City shall be met.
4. Prior to issuance of building permits, the property shall have an approved Site Plan reviewed and approved by the City.

Reasons for Recommendation for Rezoning: (Incorporate all or part of #1-18 above in motion)

Attachments:

- Application for Rezoning ZA2018-02 including ALTA/NSPS Land Title Survey Drawing
- City of Edgerton Future Land Use Map

LOCATION OR ADDRESS OF SUBJECT PROPERTY: NE Corner of Four Corners Road and 199th Street (property not addressed)PURPOSE FOR REZONING: For purposes of constructing and operating a warehouse with ancillary office usesREQUESTED REZONING CHANGE: FROM RUR & UTILITY TO L-P
(Current Zoning) (Proposed Zoning)LEGAL DESCRIPTION: See attached sheetCURRENT LAND USE: AgriculturalPROPERTY OWNER'S NAME(S): Edgerton Land Holding Company LLC PHONE: 816-888-7380

COMPANY: _____ FAX: _____

MAILING ADDRESS: 4825 NW 41st Street, Suite 500 Riverside MO 64150
Street City State ZipAPPLICANT/AGENTS NAME(S): Chris Chancellor (representing the property owner) PHONE: 816-888-7380COMPANY: NorthPoint Development LLC FAX: 816-888-7399MAILING ADDRESS: 4825 NW 41st Street, Suite 500 Riverside MO 64150
Street City State ZipENGINEER/ARCHITECT'S NAME(S): Steve Warger/Patrick Cassity PHONE: 816-800-0950COMPANY: Renaissance Infrastructure Consulting FAX: _____MAILING ADDRESS: 5015 NW Canal Street, Suite 100 Riverside MO 64150
Street City State ZipSIGNATURE OF OWNER OR AGENT:  _____

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

FOR OFFICE USE ONLYCase No.: RZ-2018-02 Amount of Fee Paid: \$ 250⁰⁰ Date Fee Paid: 250⁰⁰Received By: Debra S Bragg Date of Hearing: 4/10/18**REZONING INSTRUCTIONS**

CERTIFIED LETTERS: The applicant will be responsible for mailing notices (see attached Property Owner Notification Letter) of the public hearing for the requested rezoning by certified mail, return receipt requested, to all owners of land within the notification area: two hundred (200) feet within the city limit, one thousand (1,000) feet in the unincorporated area of the subject property. These notices must be sent a minimum of twenty (20) days prior to the public hearing. Information regarding ownership

vs. 9-9-11

EDGERTON COMMUNITY BUILDING
PLANNING COMMISSION MEETING
REGULAR SESSION
May 8, 2018

The Edgerton Planning Commission met in regular session with Chair John Daley calling the meeting to order at 7:03 p.m.

All present participated in the Pledge of Allegiance.

The Roll Call was answered, indicating those present were: Commissioners John Daley, Katee Smith, and Josh Beem. Absent were Commissioners Andrew Merriman and Erik Erazo. Also present were: City Administrator Beth Linn, Development Services Director Katy Crow, and Recording Officer Debra Gragg.

The Recording Officer announced a quorum was present.

ELECTION OF OFFICERS FOR 2018-2019

After brief discussion, the members nominated the following list of officers: John Daley – Chair; Katee Smith – Vice-Chair; and Andrew Merriman – Secretary.

Motion by Beem, seconded by Smith, to accept and approve the nominations for Planning Commission officers for 2018-2019. The motion was approved, 3-0.

CONSENT AGENDA

Motion by Smith, seconded by Beem, to approve the item as presented in the Consent Agenda. Motion was approved, 3-0.

MINUTES

- A. Minutes for the Regular Session of April 10, 2018 were considered and approved.

NEW BUSINESS

PUBLIC HEARING – REZONING FOR NORTHEAST CORNER OF FOUR CORNERS ROAD AND 199TH STREET, ZA2018-02

The opening of a public hearing in regard to rezoning application, ZA2018-02, pertaining to the rezoning of property from Johnson County RUR and UTILITY to City of Edgerton L-P (Logistics Park) located in the Northeast Corner of Four Corners Road and 199th Street, containing approximately 119.425 acres, more or less. Applicant: NorthPoint Development LLC/Edgerton Land Holding Company LLC Management Engineer: Renaissance Infrastructure Consulting

The Development Services Director overviewed the history and reason for the rezoning request. She indicated the majority of the property was annexed in March 2014 with a small remnant annexed earlier in 2018. She noted the rezoning is request for future intermodal-related, logistics park development. She also noted the property is surrounded by Johnson County Parks and Recreation district, LPKC operations, low-density rural, single-family, and landscape nursery operations. The project has frontage along Four Corners Road, Homestead Land and West 199th Street.

Ms. Crow stated the applicant's request is for L-P, Logistics Park and overviewed the proposed uses within the noted district. She also noted staff reviewed the application in respect to the Unified Development Code, laws of Kansas and the "Golden Criteria."

Ms. Crow stated due to proximity to the LPKC, BNSF railway intermodal facility and the interstate, the L-P zoning district is the most compatible, adding the Future Land Use Map contained in the Comprehensive Plan has the property designated as appropriate and acceptable for business park/industrial uses, adding this change is not considered extreme or rare in the development. She noted the Site Plan review will help to mitigate impacts that might occur to the adjacent properties, which could include buffering, setbacks, stormwater management, and transition of uses.

The Commissioners were informed the request is an effective use of the land due to the proximity of the BNSF Railway intermodal, LPKC and Interstate 35. It was also noted the need for the community would be enhanced due to uses related to nearby facilities which allows for inland port for goods in transit, and by reducing truck traffic in area and allowing for more efficient use of the supply chain.

Ms. Crow also noted the area continues to add intermodal development with major road improvements, adding the character of the area is changing from rural to industrial. It was noted properties south of this area contain a mixture of unincorporated Johnson County which includes residential, vacant, and farm lands. It was also noted property to east is beginning to develop with industrial and Logistics Park uses; and to the west is located Milldale Farms, regional park with flood plain areas which will generally remain undeveloped, providing for open space, wildlife, stream way buffers, hiking, biking and pedestrian uses. The Development Services Director also noted the proposed zoning is compatible with the planned future uses of the surround property, which includes limitations on use for outside activities and storage of materials, noise, vibration, etc., with site plan reviews to provide potential mitigation of impacts to adjacent properties with attention to buffering, setbacks, stormwater management, and transition of uses. In addition, it was noted the existing zoning is not suitable for the proposed distribution warehouse and limited manufacturing industrial use for which the applicant is requesting, noting the L-P district is the most appropriate usage.

The Commissioners were informed this property has remained vacant under the current zoning for at least 70 years. They were also informed the proposed request is compatible with planned future uses of the surrounding property, specifically to the adjacent north and east adjacent to Waverly Road. It was noted the property is surrounded by Four Corners Road, Homestead Lane and 199th Street. They were informed staff is evaluating the capacity of 199th Street to determine if improvements to accommodate the anticipated development is needed. It was stated that Homestead Lane and intersection at 199th Street has been improved to the standard which will accommodate industrial development. They were informed the developer or the City will determine how other utilities will be added to accommodate the needs of the project. The roadway network, which includes Homestead Lane and intersection at 199th Street, is improved to accommodate industrial traffic, staff is reviewing Four Corners Road and 199th Street to determine any needs necessary.

Ms. Crow focused on the environmental impacts and informed the Planning Commission the City follows the National Pollutant Discharge Elimination System (NPDES) guidelines, adding the requirements will be reviewed and addressed as part of the Site Plan review.

Staff noted the uses allowed in the requested zoning has the potential to benefit the community in the positive by providing jobs, tax revenue and economic opportunities. It was also stated that denial of this request would not significantly add to the public health, safety or welfare. It was noted the Comprehensive plan has the area designated as appropriate for zoning and uses associated with business park and industrial zoning, adding staff believes the requested rezoning is compatible with the spirit and intent of future development as outlined in the Comprehensive Plan, Johnson County Southwest Area Plan and Future Land Use Map. Staff recommends approval with certain stipulations.

Chris Chancellor, representing ELHC, stated his concurrence with staff's comments and recommendations. He stated the utilities are available to serve on the north side.

Chair Daley opened the public hearing.

James Cahill, 19901 Peppertree Lane, Edgerton, KS stated he was interested in the timeline of the project.

Motion by Smith, seconded by Beem, to close the hearing. Motion passed 3-0.

City Administrator Beth Linn stated the preliminary plat and site plan will be considered at the next Planning Commission meeting and more information regarding the project will be known then.

Motion by Smith, seconded by Beem, to approve the rezoning requested with the following stipulations: 1.) All infrastructure requirements of the City shall be met; 2.) All platting requirements of the City shall be met; 3.) All Site Plan application requirements of the City shall be met; and 4.) Prior to issuance of the building permits, the property shall have an approved Site Plan reviewed and approved by the City. The motion was approved, 3-0.

Ms. Linn announced the rezoning request would be considered by the Edgerton City Council on May 24, 2018.

FUTURE MEETING

The next meeting is scheduled for June 12, 2018.

ADJOURNMENT

Motion by Beem, seconded by Smith, to adjourn. Motion was approved, 3-0.

The meeting adjourned at 7:26 p.m.

Submitted by:

Debra S. Gragg
Recording Officer

CITY OF EDGERTON, KANSAS

COUNCIL AGENDA ITEM

Council Meeting Date:	May 24, 2018
Agenda Item:	Ordinance Authorizing Creation of LPKC District No. 1 CID
Subject:	Community Improvement District and Development Agreement for LPKC District No. 1

Summary:

In Article 6 of the Phase 2 Development Agreement for the Logistics Park, the City agreed to allow the Developer to petition the City for the creation of a community improvement district on some or all of the Phase Two Land. The parties agreed that the Petition could only seek financing by special assessments and would be funded on a pay-as-you go method. The Development Agreement further provided that the special assessments would be equal to \$0.05 a sq. ft. for all structures constructed within the district that are 50,000 sq. ft. or larger and constitute a warehouse, manufacturing or distribution facility. The special assessments shall run for a 10-year term that coincides with the term of property tax abatement for the project.

The Developer has submitted a Petition to create the LPKC District No. 1 Community Improvement District. The Developer has certified that it owns 100% of the land within the District. The District covers what is known as the Kubota project. The Petition requests the City to levy the special assessments provided for in the Development Agreement. The special assessments will be used to pay for the demolition of existing improvements within the district and the design and construction of utility infrastructure improvements to accommodate industrial facilities to be constructed within the district. The total estimated costs of these projects is anticipated to be \$2 million.

Ordinance:

The Ordinance creates the LPKC District No. 1 Community Improvement District and levies the special assessments. The Ordinance also approves the Development Agreement. The Development Agreement contains the mechanisms for reimbursement of project costs to the Developer. The Development Agreement also provides that the district will continue until such time that the City and the Developer agree that the project is complete.

[Published in *The Gardner News* on May 30, 2018]

ORDINANCE NO. 1082

AN ORDINANCE AUTHORIZING THE CREATION OF THE LPKC DISTRICT NO. 1 COMMUNITY IMPROVEMENT DISTRICT, LEVYING SPECIAL ASSESSMENTS WITHIN SUCH DISTRICT, AND APPROVING A DEVELOPMENT AGREEMENT.

WHEREAS, K.S.A. 12-6a26 *et seq.* (the “Act”) authorizes the Governing Body of a city to create a community improvement district to finance projects within a defined area of the city and to levy community improvement district special assessments upon receipt of a petition signed by the owners of all of the land area within the proposed district if full faith and credit bonds will not be issued; and

WHEREAS, a Petition for the Creation of a Community Improvement District (LPKC District No. 1) (the “Petition”) was filed with the City on May 18, 2018, proposing the creation of the LPKC District No. 1 Community Improvement District (the “District”) under the Act and the imposition of community improvement district special assessments (the “CID Special Assessments”) in order to pay the costs of projects as described in the Petition (the “Projects”); and

WHEREAS, the Petition was signed by Wellsville Farms, LLC, a Missouri limited liability company (the “Property Owner”), the owner of record of 100% of the land area contained in the proposed District and the owner of 100% by assessed value of the land area contained within the proposed District; and

WHEREAS, the Governing Body of the City of Edgerton, Kansas (the “City”) hereby finds and determines it to be advisable to create the District and set forth the boundaries thereof, authorize the Projects as described herein, approve the estimated costs of the Projects and approve the method of financing the same, all in accordance with the provisions of the Act; and

WHEREAS, the Governing Body of the City also desires to approve the LPKC District No. 1 Development Agreement dated June 1, 2018 (the “Development Agreement”), between the City and the Property Owner, to provide for the financing of the Projects.

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

Section 1. Creation of Community Improvement District; Boundaries. That the Governing Body hereby finds and determines that it is advisable to create, in accordance with the provisions of the Act, the District within the City to be referred to as the LPKC District No. 1 Community Improvement District. A map generally outlining the boundaries of the proposed District is attached as **Exhibit A** hereto and incorporated by reference herein. A legal description of the boundaries of the proposed District is set forth on **Exhibit B** attached hereto and

incorporated by reference herein.

Section 2. Authorization of Community Improvement District Projects and Estimated Costs. The Projects consist of the demolition of existing improvements and the design and construction of utility infrastructure improvements to accommodate industrial facilities to be constructed within the District. The total estimated cost of the Projects is \$2,000,000.

Section 3. Method of Financing.

(a) The Projects will be financed with the CID Special Assessments levied pursuant to the provisions of the Act and the costs of the Projects will be reimbursed on a pay-as-you-go basis, as defined in the Act. The CID Special Assessments are hereby imposed on all vertical structures within the District that require a building permit to construct that constitute a warehouse, distribution, manufacturing, value-added assembly and/or office facility that is at least 50,000 square feet in size (each, an "Improvement"). The CID Special Assessment levied against each Improvement shall be an annual amount equal to the square footage of the Improvement multiplied by \$0.05. The CID Special Assessment shall be levied for a ten-year term, commencing during the calendar year following the year industrial revenue bonds are issued by the City for the Improvement, and may be paid in two installments in the same manner property taxes are paid.

(b) There will be no issuance of bonds, including full faith and credit bonds, pursuant to the Act.

(c) There will be no District sales tax.

Section 4. Segregation of CID Special Assessments. The CID Special Assessments collected shall be deposited into a special fund of the City to be designated as the LPKC District No. 1 Community Improvement District Revenue Fund. The CID Special Assessments collected shall be used to reimburse the costs of the Projects.

Section 5. Development Agreement. The Development Agreement, in substantially the form presented to the Governing Body of the City at this meeting, is hereby approved, and the Mayor and City Clerk are hereby authorized to execute and deliver the Development Agreement.

Section 6. Recording. The City Clerk shall file a certified copy of this Ordinance with the Register of Deeds of Johnson County, Kansas

Section 7. Term of District. The term of the District shall continue until such time that the District is terminated in the manner set forth in the Development Agreement. The City shall record written evidence of the termination of the District with the Register of Deeds of Johnson County, Kansas when the District is terminated.

Section 8. Effective Date. This Ordinance shall take effect and be in full force from and after its passage by the Governing Body of the City and publication once in the official City newspaper.

PASSED by the Council of the City of Edgerton, Kansas, this 24th day of May, 2018.

Donald Roberts, Mayor

[SEAL]

ATTEST:

Scott Peterson, Interim City Clerk

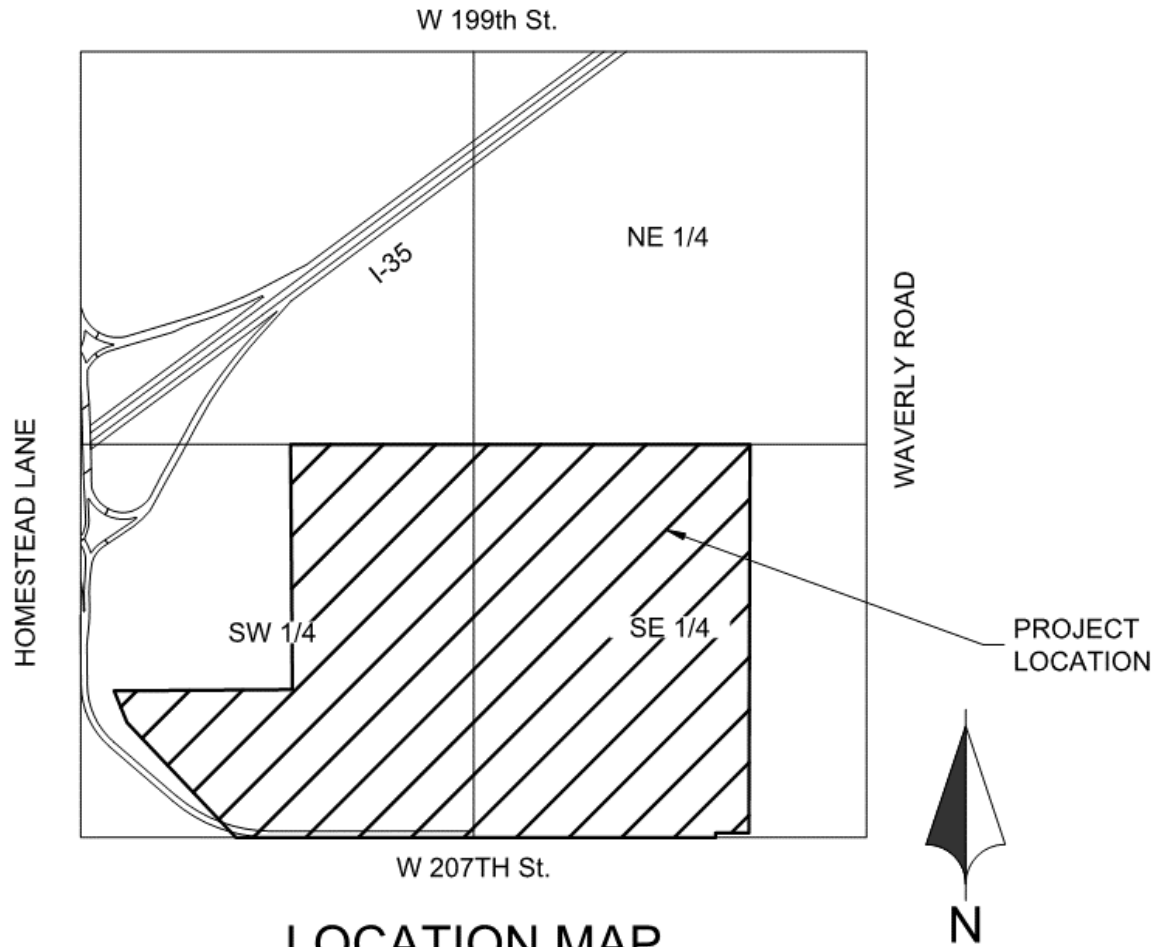
Approved as to form:

Scott W. Anderson, Bond Counsel

LPKC District No. 1 Community Improvement District

EXHIBIT "A"

MAP OF CID DISTRICT



LOCATION MAP

SECTION 15-10S-22E

EXHIBIT "B"

LEGAL DESCRIPTION OF CID DISTRICT

All that part of the Southeast and Southwest Quarters of Section 10, Township 15 South, Range 22 East of the Sixth Principal Meridian, together with all that part of Lots 1 thru 4, inclusive, ROCKWALL ESTATES, a platted subdivision, all in the City of Edgerton, Johnson County, Kansas, more particularly described as follows:

Beginning at the South Quarter corner of said Section 10; thence on Kansas State Plane North Zone bearings, South 88°11'14" West, coincident with the South line of the Southwest Quarter of said Section 10, a distance of 1,686.12 feet; thence departing said South line, North 45°15'45" West, coincident with the centerline of Homestead Road, as it now exists, a distance of 1,235.76 feet; thence departing said centerline, North 02°16'47" West a distance of 106.90 feet; thence North 87°45'15" East a distance of 1,237.62 feet; thence North 02°16'53" West a distance of 1,626.96 feet to a point on the North line of the Southwest Quarter of said Section 10; thence North 88°01'05" East, coincident with the North line of said Southwest Quarter, a distance of 1,292.89 feet to the Northwest corner of the Southeast Quarter of said Section 10; thence North 88°18'55" East, coincident with the North line of said Southeast Quarter, a distance of 1,788.29 feet; thence departing said North line, South 01°48'46" East a distance of 2,589.48 feet to a point on the North right-of-way line of 207th Street, as it now exists; thence South 88°09'59" West, coincident with said North right-of-way line, a distance of 223.41 feet to the Southwest corner of said Lot 4, ROCKWALL ESTATES; thence departing said North right-of-way line, South 02°17'25" East, a distance of 50.00 feet to a point on the South line of said Southeast Quarter; thence South 88°09'59" West, coincident with said South line, a distance of 1,545.62 feet to the Point of Beginning, containing 8,971,222 square feet, or 205.951 acres, more or less.