

**EDGERTON CITY COUNCIL  
MEETING AGENDA  
CITY HALL, 404 EAST NELSON STREET  
November 8, 2018  
7:00 P.M.**

**Call to Order**

1. **Roll Call** \_\_\_\_ Roberts \_\_\_\_ Longanecker \_\_\_\_ Brown \_\_\_\_ Conus \_\_\_\_ Lewis \_\_\_\_ Smith
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 October 25, 2018 Regular City Council Meeting
5. Approve Year-End Longevity Bonus for Employees
6. Approve Facility Use and Maintenance Agreement with Edgerton Historic Society for Edgerton Community Museum
7. Approve Agreement Renewing an Existing Facility Use and Maintenance Agreement for the Bank of Knowledge and Authorizing its use by the Board of Directors of the Johnson County Library as a Library Facility
8. Approve Animal Permit for Marvin Vail at 1405 W. 8<sup>th</sup> Street
9. Approve Animal Permit for Rick Magee at 1301 W. 8<sup>th</sup> Street
10. Approve Animal Permit for Glyn R. Powers at 1606 W. 8<sup>th</sup> Street
11. Approve Animal Permit for H.M. and B.K. Damet at 202 W. 8<sup>th</sup> Street PO Box 66
12. Approve Animal Permit for Jarold Owens at 410 W. Braun
13. Approve Animal Permit for Galaz Trust, Sergio Galaz, Trustee at 11566 S. Burch Cr Olathe KS 66061
14. Approve Animal Permit for Darius Crist at 510 W. Braun Street
15. Approve Animal Permit for Michael Mabrey 1200 W. Braun Street
16. Accept 207<sup>th</sup> Street and Homestead Lane Easements and Right of Ways

**Regular Agenda**

17. **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.
18. **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.
19. Presentation by Public Works Regarding Snow/Ice Removal for Winter 2018/2019

**Business Requiring Action**

20. **CONSIDER RESOLUTION 11-08-18A A RESOLUTION DETERMINING THE INTENT OF THE CITY OF EDGERTON, KANSAS, TO ISSUE ITS INDUSTRIAL REVENUE BONDS IN THE MAXIMUM AMOUNT OF \$17,000,000 TO PAY THE COST OF**

**ACQUIRING, CONSTRUCTING AND EQUIPPING A COMMERCIAL PROJECT FOR THE BENEFIT OF NORTHPOINT DEVELOPMENT, LLC.**

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

**21. CONSIDER RESOLUTION 11-08-18B A RESOLUTION AUTHORIZING THE CITY TO EXECUTE AND DELIVER A THIRD AMENDMENT TO MASTER TRUST INDENTURE**

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

**22. CONSIDER ORDINANCE NO. 1094 AN ORDINANCE AUTHORIZING THE CITY OF EDGERTON, KANSAS, TO ISSUE HOME RULE REVENUE BONDS (LOGISTICS PARK INFRASTRUCTURE PROJECTS) SERIES 2018A, IN AN AGGREGATE MAXIMUM PRINCIPAL AMOUNT NOT TO EXCEED \$10,000,000, FOR THE PURPOSE OF PROVIDING FUNDS TO PAY OR REIMBURSE THE COSTS OF PUBLIC INFRASTRUCTURE IMPROVEMENTS; AND APPROVING CERTAIN DOCUMENTS AND ACTIONS IN CONNECTION WITH THE ISSUANCE OF THE BONDS.**

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

**23. CONSIDER AGREEMENT WITH COLUMBIA CAPITAL FOR FINANCIAL ADVISORY SERVICES RELATED TO THE LPKC PHASE II MASTER TRUST INDENTURE AND HOME RULE REVENUE BONDS FOR LPKC PHASES I AND II**

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

**24. CONSIDER APPROVAL OF CONTRACT WITH ElevateEdgerton! FOR ECONOMIC DEVELOPMENT SERVICES FOR 2019**

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

**25. CONSIDER APPROVAL OF OFF-ALIGNMENT DESIGN AND FOREGO USE OF FEDERAL FUNDING FOR 207<sup>TH</sup> STREET GRADE SEPARATION PROJECT**

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

**26. Report by the City Administrator**

**27. Report by the Mayor**

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

- November 12<sup>th</sup>: Veteran's Day, City Offices Closed
- November 13<sup>th</sup>: 7 PM – Planning Commission
- November 21<sup>st</sup>: Noon – Senior Lunch
- November 22<sup>nd</sup>: 7 PM – City Council Meeting - Cancelled
- November 22<sup>nd</sup> and 23<sup>rd</sup> – Thanksgiving, City Offices Closed

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

**City of Edgerton, Kansas**  
**Minutes of City Council Regular Session**  
**October 25, 2018**

A Regular Session of the City Council was held in the Edgerton City Hall, 404 E. Nelson Edgerton, Kansas on October 25, 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
Katee Smith	present
Jody Brown	present

With a quorum present, the meeting commenced.

Staff in attendance:	City Administrator Beth Linn
	Assistant City Administrator Scott Peterson
	City Clerk Rachel James
	City Attorney Lee Hendricks
	Development Services Director Katy Crow
	Finance Director Karen Kindle
	Public Works Director Dan Merkh
	Public Works Superintendent Trey Whitaker
	Utility Superintendent Mike Mabrey
	Parks Maintenance Bob McVey
	City Engineer David Hambey

**2. WELCOME**

**3. PLEDGE OF ALLEGIANCE**

**CONSENT AGENDA**

- 4.** Approve Minutes for October 18, 2018 Regular City Council Meeting
- 5.** Consider Final Plat of Logistics Park Kansas City Southwest
- 6.** Consider Final Acceptance of Nelson Street Water Line Community Development Block Grant (CDBG) Project and Authorize Final Payment to Wiedenmann Inc.

Motion by Brown, Second by Longanecker, to approve consent agenda.

Motion was approved, 5-0.

**REGULAR AGENDA**

- 7. Public Comments.** None.

**8. Declaration.** None.

**BUSINESS REQUIRING ACTION**

**9. CONSIDER ORDINANCE NO. 1091 ADOPTING A RECOMMENDATION BY THE CITY PLANNING COMMISSION TO APPROVE REZONING OF APPROXIMATELY 30 ACRES OF LAND [LOCATED DIRECTLY NORTH OF 31800 W. 196<sup>TH</sup> STREET AND EAST OF 32285 W. 191<sup>ST</sup> STREET] IN EDGERTON, KANSAS FROM JOHNSON COUNTY RUR, RURAL ZONING TO CITY OF EDGERTON L-P LOGISTICS PARK ZONING DISTRICT**

Katy Crow, Development Services Director, presented the recommendation from Planning Commission to approve the request by Harold J. Curry, Trustee of the Curry's Survivor's Trust to rezone approximately 30 acres of land from Johnson County RUR, Rural Zoning to City of Edgerton L-P Logistics Park Zoning District.

The land was annexed into the City of Edgerton on August 9, 2018. The Planning Commission determined that the Golden Criteria were met, and they voted to recommend approving the rezoning with the listed stipulations.

Councilmember Smith asked what the line leading up to the parcel indicated. Ms. Crow stated that this is a flag parcel and that is the driveway portion of the parcel.

Motion by Longanecker, Second by Smith to approve Ordinance No. 1091.

Motion was approved, 5-0.

**10. CONSIDER ORDINANCE NO. 1092 ADOPTING A RECOMMENDATION BY THE CITY PLANNING COMMISSION TO APPROVE REZONING OF APPROXIMATELY 30 ACRES OF LAND [FOUR PARCELS GENERALLY LOCATED SOUTH OF THE INTERSECTION OF WAVERLY ROAD AND 191ST STREET] IN EDGERTON, KANSAS FROM JOHNSON COUNTY RUR, RURAL ZONING TO CITY OF EDGERTON L-P LOGISTICS PARK ZONING DISTRICT**

Katy Crow, Development Services Director, presented the recommendation from Planning Commission to approve the request by the Hastings Family Holdings LLC to rezone approximately 30 acres of land from Johnson County RUR, Rural Zoning to City of Edgerton L-P Logistics Park Zoning District.

The Hastings Family Holdings LLC has made the request in order to accommodate an expansion of their current cargo container storage operation. The Planning Commission determined that the Golden Criteria were met, and they voted to recommend approving the rezoning with the listed stipulations.

Motion by Longanecker, Second by Brown to approve Ordinance No. 1092.

Motion was approved, 5-0.



**11. CONSIDER ORDINANCE NO. 1093 ADOPTING A RECOMMENDATION BY THE CITY PLANNING COMMISSION TO APPROVE REZONING OF APPROXIMATELY 1.43 ACRES OF LAND [LOCATED AT 310 W. 8TH STREET] IN EDGERTON, KANSAS FROM NO ZONING DESIGNATION TO CITY OF EDGERTON R-1 SINGLE FAMILY RESIDENCE DISTRICT**

Katy Crow, Development Services Director, presented the recommendation from Planning Commission to approve the request by Victor Smith to rezone from No Zoning Designation to City of Edgerton R-1 Single Family Residence District.

The parcel is approximately 1.43 acres and was previously annexed into City of Edgerton on September 25, 2014. It is believed by staff that the zoning designation was lost in the JoCo AIMS system when the property was first annexed. Specifically, when the Road changed from Edgerton Road to 8<sup>th</sup> Street, the zonings were lost in the AIMS system. The Planning Commission determined that the Golden Criteria were met, and they voted to recommend approving the rezoning with the listed stipulations.

Motion by Lewis, Second by Smith to approve Ordinance No. 1093.

Motion was approved, 5-0.

**12. CONSIDER PURCHASE OF THE PUBLIC WORKS REPLACEMENT TRUCK THROUGH THE MID AMERICA REGIONAL COUNCIL'S METRO VEHICLE BID LIST**

Trey Whitaker, Public Works Superintendent, introduced specifications for the replacement Public Works Truck due for replacement in 2018 as part of the Vehicle and Equipment Replacement Schedule.

Mr. Whitaker stated increasing the capacity of the vehicle from an F-250 to an F-350 would benefit the City by allowing staff to work at multiple job sites and ensure safe towing capacity of equipment to various job sites. Staff used the Mid America Regional Council (MARC) Cooperative Vehicle Bid List and the overall low bid, for a 2019 Ford F-350 Cab & Chassis Crew Cab, 4X4, 60" Cab to Axle, and necessary upfits, was from Shawnee Mission Ford for a total of \$31,760.

Staff also priced used vehicles within a 500-mile radius. Councilmember Longanecker ask if they would also have the \$10,000 upfit? Mr. Whitaker responded that yes, the upfit would be necessary and the used vehicle would not come with a warrantee.

Mr. Whitaker overviewed the necessity for higher capacity trucks in the winter for snow removal and preparing the streets. Councilmember Conus questioned if the City brined the streets before the flood. Mr. Whitaker affirmed that the City had previously had this capacity, but the equipment was destroyed in the flood. Mr. Whitaker overviewed the street brining process for Council and stated KDOT now completes the pre-treatment of streets.

Motion by Longanecker, Second by Brown to approve the purchase of a Public Works replacement truck through the Mid America Regional Council's Metro Vehicle Bid List.

Motion was approved, 5-0.

**13. Report by the City Administrator** None.

**14. Report by the Mayor** None.

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

- October 28<sup>th</sup>: 7PM – Halloween Party
- November 8<sup>th</sup>: 7PM – City Council Meeting
- November 13<sup>th</sup>: 7PM – Planning Commission
- November 21<sup>st</sup>: Noon – Senior Lunch
- November 22<sup>nd</sup>: 7PM – City Council Meeting – Cancelled
- November 22<sup>nd</sup> and 23<sup>rd</sup> – Thanksgiving, City Offices Closed

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

Motion by Brown, Second by Lewis to recess into an executive session pursuant to K.S.A. 75-4319(b)(2) for contract negotiations and to include City Attorney, City Administrator, and Development Services Director for ten (10) minutes was considered.

Motion was approved 5-0.

Meeting recessed at 7:19 pm. Meeting reconvened at 7:29 pm.

Motion by Brown, Second by Smith to return to regular session.

Motion was approved 5-0.

Motion by Brown, Second by Longanecker to recess into an executive session pursuant to K.S.A. 75-4319(b)(2) for contract negotiations and to include City Attorney and City Administrator for fifteen (15) minutes was considered.

Meeting recessed at 7:30 pm. Meeting reconvened at 7:46 pm

Motion by Brown, Second by Longanecker to recess into an executive session pursuant to K.S.A. 75-4319(b)(2) for contract negotiations and to include City Attorney and City Administrator for fifteen (15) minutes was considered.

Meeting recessed at 7:48 pm. Meeting reconvened at 8:05 pm.

Motion by Smith, Second by Longanecker to return to regular session.

Motion was approved 5-0.

**17. Adjourn**

Motion by Brown, Second by Smith to adjourn.

Motion was approved 5-0.

The meeting adjourned at 8:08 pm.

## City Council Action Item

**Council Meeting Date:** November 8, 2018

**Department:** Administration

### **Agenda Item: Consider Approval of Year-End Longevity Bonus for Employees**

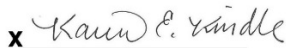
**Background/Description of Item:**

Historically, the City of Edgerton has thanked its long-term employees for their years of service with a longevity bonus at year-end. The bonus has been awarded based on \$1.50 per month of employment with the City. Using this methodology, annual bonuses would total \$1,708.50 and would range from \$50 to \$516.00. Employees who have not worked for the City for at least thirty-three months and part-time employees would receive a minimum \$50 bonus. Funding for the longevity bonus should it be approved was allocated in each fund (General, Water, Sewer) as part of the approved 2018 budget. The City of Edgerton Personnel Rules and Regulations state "Annual longevity pay may be given at the discretion of the Governing Body."

**Related Ordinance(s) or Statue(s):** Personnel Rules and Regulations

**Funding Source:** General Fund, Water Fund, Sewer Fund

**Budget Allocated:**

x 

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

**Recommendation: Approve the Year-End Longevity Bonus for employees.**

**Prepared by:** Karen Kindle, Finance Director

## City Council Action Item

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**Council Meeting Date:** November 8, 2018

**Department:** Administration

### **Agenda Item: Consider Facility Use and Maintenance Agreement with Edgerton Historic Society for Edgerton Community Museum**

**Background/Description of Item:**

In 2013, the Edgerton Historic Society opened the Edgerton Community Museum ("Museum") at 406 East Nelson adjacent to City Hall. In December 2013 and annually since, Edgerton City Council approved a Facility Use and Maintenance Agreement with the Historic Society for the use of the museum building similar to the Agreement with Johnson County Library since it is housed in a building owned by the City.

The enclosed draft agreement continues that arrangement for 2019. The only recommended change other than updating dates and personnel is it clarify the compliance of the building with state and federal requirements. The agreement states that the City will provide a building fully complaint with all state and federal requirements. However, later states that the Museum may only operate on the first floor until ADA improvements are made to the second floor. Therefore City Attorney recommended amending Section 3 (1) to except the second floor from the requirements of full compliance.

The agreement contemplates that EHS would agree to pay the city a monthly Usage and Maintenance Fee. In the past years, City Council set the fee at \$1. For 2019, City Council may determine an appropriate amount and insert it into the agreement.

The agreement was previously reviewed and approved by the City Attorney. Additionally, the updated agreement will be provided to the Edgerton Historic Society (EHS).

The draft agreement is valid for one year beginning January 1, 2019 through December 31, 2019. Either party may elect not to renew the agreement with two months prior notice.

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

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**Funding Source:** N/A

**Budget Allocated:** N/A

**Finance Director Approval:** N/A

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<b>Recommendation: Approve Facility Use and Maintenance Agreement with Edgerton Historic Society for Edgerton Community Museum</b>
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**Enclosed:**

- Draft Facility Use and Maintenance Agreement

**Prepared by:**        **Scott Peterson,** Assistant City Administrator

## **FACILITY USE AND MAINTENANCE AGREEMENT**

THIS FACILITY USE AND MAINTENANCE AGREEMENT (the Agreement) is made this \_\_\_\_ day of December, 201~~8~~<sup>7</sup>, by and between the City of Edgerton (the City) and the Board of Directors of the Edgerton Historic Society (EHS). The parties agree as follows:

**SECTION ONE:** The City's Agreement to Make a Facility Available for the Edgerton Community Museum. The City owns a former home located at 406 East Nelson (hereinafter "the Facility") and desires to enter into a Use and Maintenance Agreement (hereinafter "the Agreement") authorizing EHS to use an agreed area of the Facility (hereinafter the "Museum") for the purposes of establishing and maintaining the Edgerton Community Museum.

**SECTION TWO:** EHS's Agreement to Maintain a Museum at the Facility. EHS has approved the establishment and maintenance of the Edgerton Community Museum at the Facility, and EHS desires to establish and maintain a public museum at the Facility.

### **SECTION THREE: CITY'S RESPONSIBILITIES**

1. Making the Facility Ready for Use; Compliance with Codes and Laws. The City agrees that it shall, at its sole expense, prepare the Facility and the Museum Site for use by EHS. The City warrants that the Facility and the Museum Site will be completed in a manner that assures that the Facility and the Museum Site will be in compliance with all federal, state, county, and city laws and building and zoning codes (~~necessary ADA improvements to the second floor excepted~~), and that the City will, at its sole expense, bring the Facility or Museum Site into compliance with such laws or codes, in the event that the parties are advised of a violation of any one of such laws or codes.
2. Signage. The City agrees that EHS shall be permitted to place appropriate signs on the exterior of the Facility or on the property identifying the museum, subject to City zoning and building codes.
3. Maintenance of the Facility. The City agrees that it will, at its sole expense, maintain the grounds and sidewalk surrounding the Facility; mow the grass; remove snow and ice from the parking lot, ADA ramp and sidewalk areas around the Facility (not including the porch); maintain all electrical, plumbing, mechanical, heating, ventilation, and air condition systems in good repair; maintain the floors, roof, walls, windows, entry areas and common areas of the Facility in a manner that makes the Facility safe and free of hazards for use by EHS patrons; arrange for pest and insect control; and arrange for capital improvements of the Facility that are needed to assure that the Facility is in good condition for use by EHS patrons and the citizens of Edgerton. EHS may perform capital improvements to the museum but only with the written consent and approval of the City. The City may enter the Museum at any time to inspect and/or verify building structure and/or systems are functioning properly.
4. Utilities. The City will be responsible to make all payments due for utilities used ~~at~~<sup>for</sup> the Museum Site.

#### SECTION FOUR: EHS'S RESPONSIBILITIES

1. Agreement to Use the Museum Site. EHS agrees to establish and maintain a public community museum at the Museum Site of the Facility. The parties agree that museum services and selection of materials are the sole prerogative of EHS.
2. Museum Operations. During the term of this Agreement, EHS shall operate the hours of the museum as determined by EHS so long as those hours of operation are within those that the Edgerton Library is open to the public. The Edgerton Library provides public restroom facilities to the patrons of the museum. Exhibits within the museum open to the public shall only operate on the first floor of the museum until such time as accommodations for ADA accessibility requirements are made to the second floor. The second floor of the museum shall be used for storage purposes only with access to that storage limited to members of the EHS.
3. Usage of Facilities for City Functions. EHS agrees to allow the City to use the Facility for City functions following reasonable notice if the Facility is not otherwise reserved for use by another party.
4. Usage and Maintenance Fee. EHS agrees to pay the City a Usage and Maintenance Fee (hereinafter the "Fee") in the sum of \$ \_\_\_\_ **per year**. The Fee shall be paid annually by the first day of the year.
5. Security. EHS shall be solely responsible for securing the Museum Site and safeguarding EHS materials used in the operation of the public community museum at the Museum Site. The City agrees all such security measures are the sole prerogative of EHS. The City will control the locks for entrance into the building including providing a key for use by EHS and changing the locks as necessary.
6. Maintenance of Museum Site and Payment of Utilities. EHS agrees to maintain and keep in good repair the Museum Site (excluding capital improvements to the common areas, walls, floors, or ceiling) and agrees, at its sole expense, to contract for custodial services for the Museum Site.
7. Use of Exterior of Property. EHS may place historical artifacts on the surrounding grounds with permission from the City.

#### SECTION FIVE: FAILURE TO MAKE REPAIRS

The City agrees to respond promptly when advised pursuant to Section Three of this Agreement of needed repairs or service to the Facility, the surrounding grounds, sidewalks, and parking. In the event that the City does not, within a reasonable period of time, respond to the call for repair or services, EHS may undertake such repair or service on its own, and the City agrees to reimburse EHS for the reasonable cost of any such repair or service.

#### SECTION SIX: TERM



The term of this Agreement shall be one year beginning January 1, 201~~8~~<sup>7</sup> through December 31, 201~~8~~<sup>7</sup>. In the event that one of the parties elects not to renew this Agreement, it shall give the other party two months prior written notice of its intent not to renew.

## **SECTION SEVEN: INSURANCE AND HOLD HARMLESS**

1. City's Insurance. The City agrees to maintain insurance for the structure.
2. EHS's Insurance. EHS agrees to maintain throughout the term of this lease (and provide The City with a formal Accord 25 certificate of insurance documenting such coverage is in force), the following minimum coverages:
  - a. Commercial General Liability on an occurrence basis, with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 aggregate. The City shall be included as an additional insured, on a primary basis, non-contributory with any other insurance carried by The City.
  - b. Commercial Property insurance covering all items of EHS property on the premises and tenant improvements and alterations. The City and EHS hereby waive and request that their insurers waive any right of recovery/subrogation against each other on account of any loss or damage to property, to the extent covered by the commercial property insurance required above.
  - c. Workers Compensation insurance providing statutory benefits to EHS employees and employers liability insurance with limits of not less than \$500,000.
  - d. Directors & Officers and Employment Practices Liability insurance with a per claim limit of not less than \$500,000, and with defense costs provided in addition to such limit of liability. EPL coverage is also to extend to third party claimants.
3. Hold Harmless. Each party agrees to protect, defend, indemnify and hold the party and their officers, employees, and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees, or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly out of its error, omission or negligent act.
4. Waiver of Subrogation. Each of the parties releases the other party from all liability for damage due to any act or neglect of the other party (except as hereinafter provided) occasioned to property owned by the parties which is or might be incident to or the result of a fire or any other casualty against loss for which either of the parties is now carrying or hereafter may carry insurance; provided, however, that these releases shall not apply to any loss or damage occasioned by the willful, wanton, or premeditated negligence of either of the parties, and the parties hereto further covenant that any insurance that they obtain on their respective properties shall contain an appropriate provision whereby the insurance company, or companies, consent to the mutual release of liability contained in this paragraph.
5. Kansas Tort Claims Act. Nothing herein shall be construed as the City waiving its immunities and liability limitations afforded to the City by the Kansas Tort Claims Act.

IN WITNESS WHEREOF, the parties have set their hands this \_\_\_\_\_ day of December, 2018<sup>7</sup>.

CITY OF EDGERTON, KANSAS

BOARD OF DIRECTORS OF THE  
EDGERTON HISTORIC SOCIETY

\_\_\_\_\_  
Donald Roberts, Mayor

\_\_\_\_\_  
Chair

ATTEST:

ATTEST:

\_\_\_\_\_  
~~Rachel James~~<sup>Janeice Rawles</sup>, City Clerk

\_\_\_\_\_  
Secretary

APPROVED AS TO FORM:

APPROVED AS TO FORM:

\_\_\_\_\_  
Lee W. Hendricks, City Attorney

\_\_\_\_\_  
Attorney



**EDGERTON**  
global routes. local roots.

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Edgerton, KS 66021  
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## City Council Action Item

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**Council Meeting Date:** November 8, 2018

**Department:** Administration

**Agenda Item: Consider Approval of Agreement Renewing an Existing Facility Use and Maintenance Agreement for the Bank of Knowledge and Authorizing Its Use by the Board of Directors of the Johnson County Library as a Library Facility**

**Background/Description of Item:**

On December 12, 2009, the City of Edgerton approved an agreement with the Board of Directors for the Johnson County Library for the use of the Bank of Knowledge as a library facility for the citizens of Edgerton. The full length of the agreement was five years.

Due to Kansas cash basis laws the agreement must now be renewed each year by the Governing Body. This resolution renews the agreement from January 1, 2019 to December 31, 2019. The agreement includes minor changes shown in red suggested by Edgerton City Attorney. The fees for 2019 remain the same.

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

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**Funding Source:** N/A

**Budget Allocated:** N/A

**Finance Director Approval:**

**Recommendation: Approve Agreement Renewing an Existing Facility Use and Maintenance Agreement for the Bank of Knowledge and Authorizing Its Use by the Board of Directors of the Johnson County Library as a Library Facility**

**Enclosed:**

- N/A

**Prepared by:** Scott Peterson, Assistant City Administrator

## **FACILITY USE AND MAINTENANCE AGREEMENT**

THIS FACILITY USE AND MAINTENANCE AGREEMENT (the Agreement) is made this \_\_\_\_\_ day of ~~December~~November, 2018~~7~~, by and between the City of Edgerton (the City) and the Board of Directors of the Johnson County Library (JCL). The parties agree as follows:

**SECTION ONE:** City's Agreement to Make a Facility Available for a Branch Library. The City owns the former Edgerton Bank building located at \_\_\_\_\_ (hereinafter "the Facility") and desires to authorize JCL to use an agreed area of the Facility (hereinafter the "Library Site") for the purposes of establishing and maintaining a public library.

**SECTION TWO:** JCL's Agreement to Maintain a Branch Library at the Facility. JCL and the Board of County Commissioners of Johnson County, Kansas, previously approved the establishment and maintenance of a branch facility of the Johnson County Library at the Facility and JCL desires to continue maintaining a public library at the Library Site.

### **SECTION THREE: CITY'S RESPONSIBILITIES**

1. Making the Facility Ready for Use; Compliance with Codes and Laws. The City agrees that it shall, at its sole expense, maintain the Facility and the Library Site for use by JCL. The City warrants that the Facility and the Library Site will be maintained in a manner that assures that the Facility and the Library Site will be in compliance with all federal, state, county, and city laws and building and zoning codes, and that the City will, at its sole expense, bring the Facility or Library Site into compliance with such laws or codes, in the event that the parties are advised of a violation of any one of such laws or codes.
2. Signage. The City agrees that JCL shall continue to be permitted to place appropriate signs on the exterior of the Facility identifying the library, subject to City zoning and building codes.
3. Maintenance of the Facility. The City agrees that it will, at its sole expense, maintain the grounds and sidewalk surrounding the Facility; mow the grass; remove snow and ice from parking and sidewalk areas around the Facility; maintain all electrical, plumbing, mechanical, heating, ventilation, and air condition systems in good repair; maintain the floors, roof, walls, windows, entry areas and common areas of the Facility in a manner that makes the Facility safe and free of hazards for use by JCL patrons; arrange for pest and insect control; and arrange for capital improvements of the Facility that are needed to assure that the Facility is in good condition for use by JCL patrons and the citizens of Edgerton.

### **SECTION FOUR: JCL'S RESPONSIBILITIES**

1. Agreement to Use the Library Site. JCL agrees to continue to maintain a public library at the Library Site of the Facility. The parties agree that library services, selection of materials, and establishment of hours of service are the sole prerogative of JCL.

2. Library Operations. During the term of this Agreement, JCL shall operate the hours of the library as determined by JCL with no prior approval from the City. The City, however, may recommend changes to the operational hours of the library, and JCL agrees to reasonably consider such recommendations.
3. Usage of Facilities for City Functions. JCL agrees to allow the City to use the Facility for City functions upon reasonable notice, and in the event the Facility is not otherwise reserved for use by another party during regular library hours of service.
4. Usage and Maintenance Fee. JCL agrees to pay the City a Usage and Maintenance Fee (hereinafter the "Fee") in the sum of \$500.00 per month. The Fee shall be paid monthly by the first day of the each month.
5. Security. JCL shall be solely responsible for securing the Library Site and safeguarding JCL materials used in the operation of the public library at the Library Site. The City agrees all such security measures are the sole prerogative of JCL.
6. Maintenance of Library Site and Payment of Utilities. JCL agrees to maintain and keep in good repair the Library Site (excluding capital improvements to the common areas, walls, floors, or ceiling) and agrees, at its sole expense, to contract for custodial services for the Library Site and to make all payments due for utilities used for the Library Site in a timely manner.

## **SECTION FIVE: FAILURE TO MAKE REPAIRS**

The City agrees to respond promptly when advised of needed repairs or service for the Facility, the surrounding grounds, sidewalks, and parking. In the event that the City does not, within a reasonable period of time, respond to the call for repair or services, JCL may undertake such repair or service on its own, and the City agrees to reimburse JCL for the reasonable cost of any such repair or service.

## **SECTION SIX: TERM**

The term of this Agreement shall be one year beginning January 1, 2019~~87~~ through December 31, 2019~~87~~, upon execution by the parties of a Resolution renewing the Agreement. In the event that one of the parties elects not to renew this Agreement, it shall give the other party six months prior written notice of its intent not to renew.

## **SECTION SEVEN: INSURANCE AND HOLD HARMLESS**

1. City's Insurance. The City shall maintain commercial general liability insurance for the Facility in the amount of at least \$500,000 per occurrence. Such insurance shall include provisions providing for the City to indemnify, defend, and hold JCL harmless for all loss that may occur or be claimed on or about The Facility resulting from the City's acts or omissions, or of its agents or employees. The City also agrees to carry Workers Compensation insurance for its employees, and maintain

adequate insurance on any personal property used, stored, or kept at The Facility by the City. The City agrees to furnish JCL with certificates of insurance reflecting the above requirements.

2. JCL's Insurance. JCL shall maintain commercial general liability insurance for such premises and its operations at the Facility in the amount of at least \$500,000 per occurrence, and shall name City as an additional insured. Such insurance shall also include provisions providing for JCL to indemnify, defend, and hold City harmless for all loss that may occur or be claimed on or about The Facility resulting from JCL's acts or omissions, or the acts or omissions of its agents, employees, or invitees. JCL also agrees to carry Workers Compensation insurance for its employees, and maintain adequate insurance on its personal property used, stored, or kept at The Facility. JCL agrees to furnish City with certificates of insurance reflecting the above requirements, or to provide certification that all such requirements are being met through insurance provided on behalf of JCL by Johnson County Risk Management.
3. Waiver of Subrogation. Each of the parties releases the other party from all liability for damage due to any act or neglect of the other party (except as hereinafter provided) occasioned to property owned by the parties which is or might be incident to or the result of a fire or any other casualty against loss for which either of the parties is now carrying or hereafter may carry insurance; provided, however, that these releases shall not apply to any loss or damage occasioned by the willful, wanton, or premeditated negligence of either of the parties, and the parties hereto further covenant that any insurance that they obtain on their respective properties shall contain an appropriate provision whereby the insurance company, or companies, consent to the mutual release of liability contained in this paragraph.
4. Kansas Tort Claims Act. Nothing herein shall be construed as either the City or JCL waiving the immunities and liability limitations afforded to them by the Kansas Tort Claims Act. Additionally, the parties specifically agree that the terms of this section, and the terms of this agreement, shall be subject to and limited by the Kansas Cash Basis Law (K.S.A. 10-1101 *et seq.*) and the Kansas Budget Law (K.S.A. 79-2935 *et seq.*), and amendments thereto.

IN WITNESS WHEREOF, the parties have set their hands this \_\_\_\_ day of ~~December~~November, 20187.

CITY OF EDGERTON, KANSAS

BOARD OF DIRECTORS OF THE JOHNSON  
COUNTY LIBRARY

\_\_\_\_\_  
Donald Roberts, Mayor

\_\_\_\_\_  
Pamela Robinson, Chair

ATTEST:

ATTEST:

\_\_\_\_\_  
~~Janeice Rawles~~Rachel A. James, City Clerk

\_\_\_\_\_  
Secretary

APPROVED AS TO FORM:

---

Lee W. Hendricks, City Attorney

APPROVED AS TO FORM:

---

Fred J. Logan, Jr., Attorney



# CITY OF EDGERTON, KANSAS

404 E. Nelson, P.O. Box 255  
Edgerton, Kansas 66021  
(913) 893-6231

## APPLICATION FOR ANIMAL PERMIT

Application for permit to keep animals and or fowl in the city limits of Edgerton, Kansas

Marvin Vail the owner, keeper, lessee, occupant or person in charge of the following described property in the City of Edgerton, Kansas containing \_\_\_\_\_ acres.

Address and Legal Description of Property (long legal's may be attached)

Do hereby make application to the Governing body of the City of Edgerton to Keep:

Number of Animals: 1 Description of animal (one per acre): calf  
Number of Fowls: 3 Description of fowls (five per acre): chickens

I agree to abide by all rules and regulations of the City of Edgerton concerning the keeping of animals and fowls.

Marvin Vail  
Signature of applicant

10/30/18  
Date

1405 W. 8th Street  
Address of applicant

816.985.9677  
Phone number

Application Approved this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by the Governing Body of the City of Edgerton

**PERMIT VALID FOR ONE YEAR FROM DATE OF APPROVAL**

October 1<sup>st</sup>, 2018

Marvin Vail  
1405 West 8<sup>th</sup> Street  
Edgerton, KS 66021

Dear Mr. Vail,

It's time to re-new your animal permit for 2019. Please see the attached animal permit application. **Applications are due on or before November 30<sup>th</sup>, 2018** for the 2019 calendar year. If you have any questions, please call me at 913-893-6231. Thank you.

**Charlie Lydon** Code Enforcement/Animal Control  
City of Edgerton, KS  
404 East Nelson Street  
Edgerton, KS 66021  
913.893.6231 ext.119

# CITY OF EDGERTON, KANSAS

404 E. Nelson, P.O. Box 255  
Edgerton, Kansas 66021  
(913) 893-6231

## APPLICATION FOR ANIMAL PERMIT

Application for permit to keep animals and or fowl in the city limits of Edgerton, Kansas

Rick Magee the owner, keeper, lessee, occupant or person in  
charge of the following described property in the City of Edgerton, Kansas containing  
6.84 acres.

Address and Legal Description of Property (long legal's may be attached)

Do hereby make application to the Governing body of the City of Edgerton to Keep:

Number of Animals: 6 Description of animal (one per acre): cattle

Number of Fowls: 20 Description of fowls (five per acre): chickens

I agree to abide by all rules and regulations of the City of Edgerton concerning the  
keeping of animals and fowls.

Rick Magee  
Signature of applicant

10-12-18  
Date

1301 W. 8th  
Address of applicant

913 893 6596  
Phone number

Application Approved this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by the  
Governing Body of the City of Edgerton

**PERMIT VALID FOR ONE YEAR FROM DATE OF APPROVAL**



# CITY OF EDGERTON, KANSAS

404 E. Nelson, P.O. Box 255  
Edgerton, Kansas 66021  
(913) 893-6231

## APPLICATION FOR ANIMAL PERMIT

Application for permit to keep animals and or fowl in the city limits of Edgerton, Kansas

Glyn R. Powers the owner, keeper, lessee, occupant or person in charge of the following described property in the City of Edgerton, Kansas containing 3.39 acres.

Address and Legal Description of Property (long legal's may be attached)

SEE ATTACHED

Do hereby make application to the Governing body of the City of Edgerton to Keep:

Number of Animals: 3 Description of animal (one per acre): Goats

Number of Fowls: 15 Description of fowls (five per acre): Chickens

I agree to abide by all rules and regulations of the City of Edgerton concerning the keeping of animals and fowls.

Glyn R. Powers  
Signature of applicant

10-10-18  
Date

1606 W. 8<sup>th</sup> St.  
Address of applicant

913-238-9539  
Phone number

Application Approved this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by the Governing Body of the City of Edgerton

**PERMIT VALID FOR ONE YEAR FROM DATE OF APPROVAL**

# CITY OF EDGERTON, KANSAS

404 E. Nelson, P.O. Box 255  
Edgerton, Kansas 66021  
(913) 893-6231

## APPLICATION FOR ANIMAL PERMIT

Application for permit to keep animals and or fowl in the city limits of Edgerton, Kansas

H.M. & B.K. DAME the owner, keeper, lessee, occupant or person in charge of the following described property in the City of Edgerton, Kansas containing 3.5 acres.

Address and Legal Description of Property (long legal's may be attached)

Southwest corner of S6 Highway & Edgerton Road  
202 W. 8<sup>th</sup> 3.5 Acres 3 in city .5 in county

Do hereby make application to the Governing body of the City of Edgerton to Keep:

Number of Animals: 3 Description of animal (one per acre): horse/cattle/buffalo

Number of Fowls: 12 Description of fowls (five per acre): Dark/chicken/pheasants

I agree to abide by all rules and regulations of the City of Edgerton concerning the keeping of animals and fowls.

H.M. Dame  
Signature of applicant

10/10/2018  
Date

202 W. 8<sup>th</sup> Box 66  
Address of applicant

913 915 5552  
Phone number

Application Approved this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by the Governing Body of the City of Edgerton

**PERMIT VALID FOR ONE YEAR FROM DATE OF APPROVAL**

# CITY OF EDGERTON, KANSAS

404 E. Nelson, P.O. Box 255  
Edgerton, Kansas 66021  
(913) 893-6231

## APPLICATION FOR ANIMAL PERMIT

Application for permit to keep animals and or fowl in the city limits of Edgerton, Kansas

Jarold Owens the owner, keeper, lessee, occupant or person in  
charge of the following described property in the City of Edgerton, Kansas containing  
10 acres.

Address and Legal Description of Property (long legal's may be attached)

See Attached

Do hereby make application to the Governing body of the City of Edgerton to Keep:

Number of Animals: 10 Description of animal (one per acre): Horses + Cows

Number of Fowls: \_\_\_\_\_ Description of fowls (five per acre): \_\_\_\_\_

I agree to abide by all rules and regulations of the City of Edgerton concerning the  
keeping of animals and fowls.

[Signature]  
Signature of applicant

10-10-18  
Date

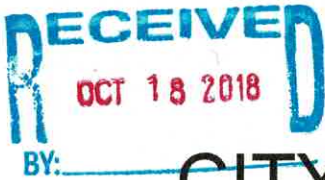
410 W BRAUN  
Address of applicant

913-893-9762  
Phone number

Application Approved this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by the  
Governing Body of the City of Edgerton

**PERMIT VALID FOR ONE YEAR FROM DATE OF APPROVAL**





# CITY OF EDGERTON, KANSAS

404 E. Nelson, P.O. Box 255  
Edgerton, Kansas 66021  
(913) 893-6231

## APPLICATION FOR ANIMAL PERMIT

Application for permit to keep animals and or fowl in the city limits of Edgerton, Kansas

GALAZ TRUST  
SERGIO GALAZ TRUSTEE the owner, keeper, lessee, occupant or person in  
charge of the following described property in the City of Edgerton, Kansas containing  
8.75 acres.

Address and Legal Description of Property (long legal's may be attached)

1300 W BRAUN ST  
CALVES BELONG TO:  
ALBERT CHAPMAN  
37305 W 207th ST.  
EDGERTON, KS 66021  
913-485-4698

Do hereby make application to the Governing body of the City of Edgerton to Keep:

Number of Animals: 5 Description of animal (one per acre): CALVES

Number of Fowls: 0 Description of fowls (five per acre): \_\_\_\_\_

I agree to abide by all rules and regulations of the City of Edgerton concerning the  
keeping of animals and fowls.

[Signature]  
Signature of applicant

10/11/18  
Date

11566 S. BUREN CR OLAHIE KS 66061 913-219-7741  
Address of applicant Phone number

Application Approved this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by the  
Governing Body of the City of Edgerton

**PERMIT VALID FOR ONE YEAR FROM DATE OF APPROVAL**

# CITY OF EDGERTON, KANSAS

404 E. Nelson, P.O. Box 255  
Edgerton, Kansas 66021  
(913) 893-6231

## APPLICATION FOR ANIMAL PERMIT

Application for permit to keep animals and or fowl in the city limits of Edgerton, Kansas

Darius Crist the owner, keeper, lessee, occupant or person in charge of the following described property in the City of Edgerton, Kansas containing 5 acres.

Address and Legal Description of Property (long legal's may be attached)

See Attachment

Do hereby make application to the Governing body of the City of Edgerton to Keep:

Number of Animals: 5 Description of animal (one per acre): cattle

Number of Fowls: 25 Description of fowls (five per acre): chickens

I agree to abide by all rules and regulations of the City of Edgerton concerning the keeping of animals and fowls.

Darius Crist  
Signature of applicant

Oct. 19, 2018  
Date

510 W. Braun St.  
Address of applicant

913-963-6346  
Phone number

Application Approved this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by the Governing Body of the City of Edgerton

**PERMIT VALID FOR ONE YEAR FROM DATE OF APPROVAL**



# CITY OF EDGERTON, KANSAS

404 E. Nelson, P.O. Box 255  
Edgerton, Kansas 66021  
(913) 893-6231

## APPLICATION FOR ANIMAL PERMIT

Application for permit to keep animals and or fowl in the city limits of Edgerton, Kansas

Michael Mabry the owner, keeper, lessee, occupant or person in charge of the following described property in the City of Edgerton, Kansas containing ~~4.5~~ 4.39 acres.

Address and Legal Description of Property (long legal's may be attached)

1200 W Brown -  
12-15-21 BG 1125.19' E SW CR SE 1/4 E 198.69' N 986.43' W  
198.76' S 986.38' TO POB 4.5 ACS M/L EDC 129 IB

Do hereby make application to the Governing body of the City of Edgerton to Keep:

Number of Animals: 4 Description of animal (one per acre): Horse - cow - goats

Number of Fowls: 22 Description of fowls (five per acre): chickens

I agree to abide by all rules and regulations of the City of Edgerton concerning the keeping of animals and fowls.

[Signature]  
Signature of applicant

10-22-18  
Date

1200 W Brown Edgerton KS  
Address of applicant

913-207-3571  
Phone number

Application Approved this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by the Governing Body of the City of Edgerton

**PERMIT VALID FOR ONE YEAR FROM DATE OF APPROVAL**

## CITY OF EDGERTON, KANSAS

### COUNCIL AGENDA ITEM

---

**Council Meeting Date:** November 8, 2018  
**Agenda Item:** Resolution of Intent  
**Subject:** NorthPoint Yard Project  
**Hearing Notice Published:** No Hearing Notice Required

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#### **Summary:**

The City has received an application for the issuance of not to exceed \$17 million of industrial revenue bonds from NorthPoint Development, LLC for the construction and equipping of a storage container lot facility to be located at the southeast corner of 191<sup>st</sup> and Homestead Lane in Edgerton, Kansas. The developer is requesting that the bonds be issued so that the project is eligible for a sales tax exemption certificate to be used for construction materials and personal property.

No ad valorem property tax abatement will be granted for this project at any time. Because there is no property tax abatement, a public hearing is not required for this project.

## **RESOLUTION NO. 11-08-18A**

### **A RESOLUTION DETERMINING THE INTENT OF THE CITY OF EDGERTON, KANSAS, TO ISSUE ITS INDUSTRIAL REVENUE BONDS IN THE MAXIMUM AMOUNT OF \$17,000,000 TO PAY THE COST OF ACQUIRING, CONSTRUCTING AND EQUIPPING A COMMERCIAL PROJECT FOR THE BENEFIT OF NORTHPOINT DEVELOPMENT, LLC.**

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

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

**WHEREAS**, Northpoint Development, LLC, a Missouri limited liability company (the “Company”), has requested the City to issue its industrial revenue bonds in the maximum principal amount of \$17,000,000 (the “Bonds”), for the purpose of financing the cost of acquiring, constructing and equipping a commercial project, consisting of a container storage lot facility (the “Project”) to be located at the southeast corner of 191<sup>st</sup> and Homestead Lane, Edgerton, Kansas, and to sublease the Project to the Company all pursuant to the Act; and

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

**WHEREAS**, the City will not grant an exemption from ad valorem taxes for the Project;

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

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

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

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

instruments and the taking of such action as may be necessary or advisable for the authorization and issuance of the Bonds by the City and take or cause to be taken such other action as may be required to implement this Resolution.

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

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

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

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

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

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

credit of the City, the State of Kansas or any other political subdivision thereof and shall not be payable in any manner by taxation.

**Section 9. Origination Fee.** The City will charge a \$17,000 origination fee for the issuance of the Bonds.

**Section 10. Further Action.** SA Legal Advisors LC, Bond Counsel for the City, and officers and employees of the City, are authorized to work with the purchaser of the Bonds, the Company, their respective counsel and others, to prepare for submission to and final action by the City all documents necessary to effect the authorization, issuance and sale of the Bonds and other actions contemplated hereunder.

**Section 12. Effective Date.** This Resolution shall take effect and be in full force immediately after its adoption by the Governing Body of the City.

**ADOPTED** November 8, 2018.

**CITY OF EDGERTON, KANSAS**

(Seal)

\_\_\_\_\_  
Donald Roberts, Mayor

ATTEST:

\_\_\_\_\_  
Rachel A. James, City Clerk

Approved as to form:

\_\_\_\_\_  
Scott W. Anderson, Bond Counsel

**CITY OF EDGERTON, KANSAS**

**COUNCIL AGENDA ITEM**

---

**Council Meeting Date:** November 8, 2018

**Agenda Item:** Third Amendment to Master Trust Indenture

**Subject:** Logistics Park Home Rule Revenue Bonds

---

**Summary:**

The City previously entered into a Master Trust Indenture with Commerce Bank to provide for the administration and distribution of funds being held in the Public Infrastructure Fund pursuant to the Amended and Restated Public Infrastructure Financing Plan for the intermodal and logistics park. The Master Indenture creates various funds and accounts and directs the trustee how to spend money in those funds and accounts. The Master Indenture has been amended twice to revise the flow of funds.

The Third Amendment to Master Trust Indenture amends the manner in which the City's annual administrative fee is paid from the public infrastructure fund. Currently, the annual administrative fee is paid each year from non-origination fee funds available in the public infrastructure funds. Historically, there have not been sufficient non-origination fee funds available to pay the administrative fee in full.

Under the Third Amendment, if there is not sufficient non-origination fee funds available to pay the administrative fee, the deficiency will be paid from the origination fee fund. Any amount paid from the origination fee fund will need to be deposited in the City's economic development fund.

## **RESOLUTION NO. 11-08-18B**

### **A RESOLUTION AUTHORIZING THE CITY TO EXECUTE AND DELIVER A THIRD AMENDMENT TO MASTER TRUST INDENTURE**

**WHEREAS**, the City of Edgerton, Kansas (the “City”) has previously entered into a Master Trust Indenture dated as of December 1, 2015, as supplemented and amended by the First Amendment to Master Trust Indenture dated as of April 1, 2016 and the Second Amendment to Master Trust Indenture dated as of July 1, 2017 (together, “Original Indenture”) with Commerce Bank, as trustee (the “Trustee”), for the purpose of administering revenues collected by the City pursuant to the Amended and Restated Public Infrastructure Financing Plan dated July 15, 2015 (the “Financing Plan”), among the City, Edgerton Land Holding Company, LLC, a Kansas limited liability company (“ELHC”), and BNSF Railway Company, a Delaware corporation; and

**WHEREAS**, the City has previously issued its Home Rule Revenue Bonds (Logistics Park Infrastructure Projects), Series 2015A, in the aggregate principal amount not to exceed \$10,155,000 (the “Bonds”), pursuant to the Original Indenture for the purpose of providing funds to pay the costs of acquiring and completing certain public infrastructure improvements described in the Financing Plan; and

**WHEREAS**, all of the Bonds were purchased and are currently owned by ELHC; and

**WHEREAS**, the City and the Trustee, with the consent of ELHC, desire to amend the Original Indenture by entering into a Third Amendment to Master Trust Indenture dated as of November 1, 2018 (the “Third Amendment”), between the City and the Trustee, to modify the flow of revenues in the Original Indenture; and

**WHEREAS**, ELHC desires to consent to the Third Amendment;

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

**Section 1. Approval of Third Amendment.** The form of the Third Amendment, which is attached hereto as **Exhibit A**, is hereby approved.

**Section 2. Execution of Third Amendment.** The Mayor of the City is hereby authorized to enter into the Third Amendment, in substantially the form attached to this Resolution but with such changes as may be approved by the Mayor, the Mayor’s signature thereon being conclusive evidence of his approval thereof. The City Clerk of the City is hereby authorized and directed to attest to and affix the seal of the City to the Third Amendment.

**Section 3. Further Authority.** The City shall, and the officers, employees and agents of the

City are hereby authorized and directed to, take such action, expend such funds and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution and to carry out, comply with and perform the duties of the City with respect to the Third Amendment.

**Section 4. Effective Date.** This Resolution shall take effect and be in full force immediately after its adoption by the City Council.

**ADOPTED** this 8<sup>th</sup> day of November, 2018.

**CITY OF EDGERTON, KANSAS**

(Seal)

\_\_\_\_\_  
Donald Roberts, Mayor

ATTEST:

\_\_\_\_\_  
Rachel A. James, City Clerk

Approved as to form:

\_\_\_\_\_  
Scott W. Anderson, Bond Counsel



**EXHIBIT A**  
**FORM OF THIRD AMENDMENT**

---

**THIRD AMENDMENT TO  
MASTER TRUST INDENTURE**

**Dated as of October 1, 2018**

**Between**

**CITY OF EDGERTON, KANSAS**

**And**

**COMMERCE BANK,  
as Trustee**

**\$100,000,000 (Maximum Aggregate Principal Amount)  
CITY OF EDGERTON, KANSAS  
HOME RULE REVENUE BONDS  
(LOGISTICS PARK INFRASTRUCTURE PROJECTS)**

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**THIRD AMENDMENT TO  
MASTER TRUST INDENTURE**

**TABLE OF CONTENTS**

	<u><b>Page</b></u>
Parties .....	1
Recitals .....	1
 <u><b>ARTICLE I</b></u>  <b>DEFINITIONS</b>	
Section 101. Definitions .....	1
 <u><b>ARTICLE II</b></u>  <b>AMENDMENTS TO ORIGINAL INDENTURE</b>	
Section 201. Disbursements from Revenue Fund.....	3
 <u><b>ARTICLE III</b></u>  <b>MISCELLANEOUS PROVISIONS</b>	
Section 301. Provisions of Original Indenture Not Otherwise Modified .....	6
Section 302. Consent of Bondowners.....	6
Section 303. Execution in Counterparts .....	6
Section 304. Governing Law .....	6
Signatures .....	S-1

\* \* \*

## THIRD AMENDMENT TO MASTER TRUST INDENTURE

This **THIRD AMENDMENT TO MASTER TRUST INDENTURE** dated as of October 1, 2018 (the **“Third Amendment”**), is entered into between the **CITY OF EDGERTON, KANSAS** (the **“City”**), a Kansas municipal corporation, and **COMMERCE BANK**, a trust and banking corporation organized and existing under the laws of the State of Missouri and qualified under the laws of the State of Missouri to accept and administer the trusts hereby created and having a corporate trust office in Kansas City, Missouri, as corporate trustee (the **“Trustee”**).

### RECITALS

1. The City and the Trustee are parties to that certain Master Trust Indenture dated as of December 1, 2015 (the **“Master Indenture”**), as supplemented and amended by the First Amendment to Master Trust Indenture dated as of April 1, 2016 (the **“First Amendment”**), and the Second Amendment to Master Trust Indenture dated as of July 1, 2017 (the **“Second Amendment,”** and together with the Master Indenture and the First Amendment, the **“Original Indenture”**).

2. The City and the Trustee desire to amend the Original Indenture to amend the flow of Revenues in the Original Indenture.

3. **Section 1002** of the Original Indenture permits the City and the Trustee to enter into Supplemental Indentures to amend the Original Indenture with the consent of the Owners of not less than a majority in principal amount of Bonds and Notes then Outstanding affected by such Supplemental Indenture.

4. Edgerton Land Holding Company, LLC (**“ELHC”**), as the Owner of 100% of the Outstanding Bonds, desires to consent to this Third Amendment. No Notes are currently Outstanding.

5. This Third Amendment constitutes a Supplemental Indenture under the Original Indenture.

**NOW, THEREFORE**, the City covenants and agrees with the Trustee as follows:

### ARTICLE I

#### DEFINITIONS

**Section 101. Definitions.** Words and terms which are not otherwise defined herein shall have the same meanings ascribed to them in the Original Indenture. In addition, the following words and terms used in this Second Amendment shall have the following meanings:

**“Economic Development Fund”** means the Economic Development Fund held in the City’s treasury.

**“First Amendment”** means the First Amendment to Master Trust Indenture dated as of April 1, 2016, between the City and the Trustee.

**“Indenture”** means the Original Indenture, as amended and supplemented by the First Amendment, the Second Amendment and this Third Amendment, and as from time to time further

amended and supplemented by Supplemental Indentures in accordance with the provisions of the Original Indenture.

**“Original Indenture”** means the Master Trust Indenture dated as of December 1, 2015, between the City and the Trustee, as supplemented and amended by the First Amendment and the Second Amendment.

**“Second Amendment”** means the Second Amendment to Master Trust Indenture dated as of July 1, 2017, between the City and the Trustee.

**“Third Amendment”** means this Third Amendment to Master Trust Indenture dated as of October 1, 2018, between the City and the Trustee.

## ARTICLE II

### AMENDMENTS TO ORIGINAL INDENTURE

**Section 201. City Maintenance and Administrative Fund.** Section 507 of the Original Indenture is amended by deleting said provision and replacing it with the following:

**Section 507. City Maintenance and Administrative Fund.**

(a) On and after January 1 of each year, commencing January 1, 2019, the City shall deliver a City's Certificate to the Trustee and ELHC stating the amount that the City is entitled to withdraw from the City Maintenance and Administrative Fund pursuant to **Section 7.7** of the Project Agreement (the amount certified in such certificate being referred to herein as the "**Administrative Payment Amount**").

(b) If in any year the City fails to deliver such certificate as required by paragraph (a), the Trustee shall rely on the certificate delivered to it by the City for the prior Fiscal Year to determine the Administrative Payment Amount for such year.

(c) On or before December 30, 2015, and on June 1 (or the first Business Day thereafter) of each year thereafter, or as soon thereafter as Revenues are available, but not after December 31, 2018, an amount equal to the Administrative Payment Amount shall be transferred from the City Maintenance and Administrative Fund to the City. If sufficient funds are not on deposit in the City Maintenance and Administrative Fund to pay the entire Administrative Payment Amount, the Trustee shall transfer funds in multiple transfers as funds become available until the entire Administrative Payment Amount has been transferred to the City.

(d) On or after January 1 of each year (or the first Business Day thereafter), commencing January 1, 2019, or as soon thereafter as Revenues are available, an amount equal to the Administrative Payment Amount shall be transferred from the City Maintenance and Administrative Fund to the City. If sufficient funds are not on deposit in the City Maintenance and Administrative Fund to pay the entire Administrative payment amount, the Trustee shall transfer funds in multiple transfers as funds become available until the entire Administrative Payment Amount has been transferred to the City.

(e) If on February 1 of each year (or the first Business Day thereafter), commencing February 1, 2019, the City has not been paid in full for the prior year's Administrative Payment Amount (the amount of such shortfall being the "**Administrative Fee Deficit**"), the Trustee shall withdraw an amount equal to the Administrative Fee Deficit from the Origination Fee Account of the Revenue Fund and pay to the City such amount for deposit in the Economic Development Fund.

**Section 202. Disbursements From Revenue Fund.** Section 514 of the Original Indenture is amended by deleting said provision and replacing it with the following:

**Section 514. Disbursements from Revenue Fund.**

(a) No later than the first Business Day of each month, the Trustee shall withdraw from the Revenue Fund and credit to the following Funds and Accounts the amounts set forth below in the following order:

(1) From the General Account of the Revenue Fund, to the Trustee and other applicable payees, all amounts necessary to pay actual ongoing expenses such as Trustee fees, remarketing fees, auction fees and similar ongoing bond-related expenses when due.

(2) Upon receipt of a City's Certificate stating that rebate is owed on any Tax-exempt Bonds, first from the General Account of the Revenue Fund and then from the Origination Fee Account of the Revenue Fund, funds required to be deposited in such Series Rebate Account to pay rebate on such Series of Bonds until such certified amount has been deposited in the applicable Series Rebate Account.

(3) From the Origination Fee Account of the Revenue Fund to the Priority Indebtedness Fund, the amount, if any, required so that the balance in the Priority Indebtedness Fund shall equal the Priority Indebtedness Annual Debt Service.

(4) From the General Account of the Revenue Fund to the Priority Indebtedness Fund, the amount, if any, required so that the balance in the Priority Indebtedness Fund shall equal the Priority Indebtedness Annual Debt Service.

(5) From the Origination Fee Account of the Revenue Fund to the Priority Indebtedness Reserve Fund, the amount, if any, required so that the balance in the Priority Indebtedness Reserve Fund shall equal the Priority Indebtedness MADS.

(6) From the General Account of the Revenue Fund to the Priority Indebtedness Reserve Fund, the amount, if any, required so that the balance in the Priority Indebtedness Reserve Fund shall equal the Priority Indebtedness MADS.

(7)

(a) Commencing on June 1 of each year and ending when the Administrative Payment Amount has been transferred for

such year but not later than December 31, 2018, from the General Account of the Revenue Fund to the City Maintenance and Administrative Fund, an amount equal to the Administrative Payment Amount.

(b) Commencing on January 1, 2019, and on January 1 of each year thereafter, from the General Account of the Revenue Fund to the City Maintenance and Administrative Fund, an amount equal to the Administrative Payment Amount.

(c) Commencing on February 1, 2019, and on February 1 of each year thereafter, and continuing until the entire Administrative Payment Deficit has been paid, from the Origination Fee Account of the Revenue Fund to the Economic Development Fund, an amount equal to the Administrative Payment Deficit.

(8) Commencing January 1, 2018, first from the General Account of the Revenue Fund and then from the Origination Fee Account of the Revenue Fund, pro rata to the Amazon Distribution Fund and the Spectrum Distribution Fund, an amount equal to (A) the cumulative amount of all unpaid payments previously due to Amazon pursuant to **Section 202(c)** of the First Amendment or Spectrum pursuant to **Section 202(c)** of the Second Amendment, plus (B) the amount due to Amazon and Spectrum on any Payment Date that falls within 175 days of the date of calculation; provided, however, the amount on deposit in the Amazon Distribution Fund shall never exceed the sum of all amounts due to Amazon on the next Payment Date and the amount on deposit in the Spectrum Distribution Fund shall never exceed the sum of all amounts due to Spectrum on the next Payment Date;

(9) First from the Origination Fee Account of the Revenue Fund and then from the General Account of the Revenue Fund, to the Grade Separation Construction Fund, an amount equal to the Grade Separation Project Amount until such time that the cumulative amount of all transfers pursuant to this subparagraph (8) totals the Grade Separation Project Amount.

(10) First from the Origination Fee Account of the Revenue Fund and then from the General Account of the Revenue Fund, the sum of (i) the cumulative total of all ELHC Advanced Funds, less (ii) the cumulative total of all amounts repaid to ELHC pursuant to this subparagraph (10), shall be paid to ELHC.

(11) First from the Origination Fee Account of the Revenue Fund and then from the General Account of the Revenue Fund, to the Debt Service Fund, for credit to each Series Debt Service Account, on a parity with the transfer to each other Series Debt Service Account, the amount, if any, required so that the balance in said Account shall equal the Required Interest



with respect to the related Series of Bonds; provided that, if the amount on deposit in the Revenue Fund is insufficient to make the deposits required by this subsection, such amount shall be deposited into each Series Debt Service Account on a pro rata basis based on the amount of each such required deposit.

(12) First from the Origination Fee Account of the Revenue Fund and then from the General Account of the Revenue Fund, to the Debt Service Fund, for credit to each Series Debt Service Account, on a parity with the transfer to each other Series Debt Service Account, the amount, if any, required so that the balance in said Account shall equal the Required Principal with respect to the related Series of Bonds; provided that, if the amount on deposit in the Revenue Fund is insufficient to make the deposits required by this subsection, such amount shall be deposited into each Series Debt Service Account on a pro rata basis based on the amount of each such required deposit.

(13) First from the Origination Fee Account of the Revenue Fund and then from the General Account of the Revenue Fund, to the Developer Debt Fund, the amount, if any, required so that the balance in said Account shall equal the principal and interest due on all Notes; provided that, if the amount on deposit in the Revenue Fund is insufficient to pay principal and interest due on all Notes, such amount shall be deposited with respect to each Note first to pay interest and then to pay principal in such order as is provided in **Section 510**.

(14) All moneys remaining in the Revenue Fund after making the transfers described in clauses (1) through (13) above shall be transferred to the City Distribution Fund.

(b) In the event that other amounts are pledged to the repayment of the Bonds pursuant to a Supplemental Indenture, such amounts shall be applied as provided in such Supplemental Indenture.

### **ARTICLE III**

#### **MISCELLANEOUS PROVISIONS**

**Section 301. Provisions of Original Indenture Not Otherwise Modified.** Except as expressly modified or amended hereby, the Original Indenture shall remain in full force and effect. To the extent of any conflict between the terms of the Original Indenture and this Third Amendment, the terms of this Third Amendment shall control.

**Section 302. Consent of Bondholders.** Pursuant to **Section 1002** of the Original Indenture, ELHC, as the Owner of 100% of the Outstanding Bonds, consents to this Third Amendment by executing the consent attached hereto.

**Section 303. Execution in Counterparts.** This Third Amendment may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, but all such counterparts shall together constitute but one and the same instrument.

**Section 304. Governing Law.** This Third Amendment shall be governed by and construed in accordance with the laws of the State of Kansas.

**[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]**

**IN WITNESS WHEREOF**, the City and the Trustee have caused this Third Amendment to Master Trust Indenture to be duly executed by their duly authorized representatives, as of the day and year first above written.

**CITY OF EDGERTON, KANSAS**

[SEAL]

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

ATTEST:

\_\_\_\_\_  
Rachel James  
City Clerk

**COMMERCE BANK**, as Trustee

By: \_\_\_\_\_  
William E. Ekey  
Senior Vice President

ATTEST:

By: \_\_\_\_\_  
Jessica Haeefe  
Assistant Secretary

**CONSENT OF EDGERTON LAND HOLDING COMPANY, LLC TO  
THIRD AMENDMENT TO MASTER TRUST INDENTURE**

Edgerton Land Holding Company, LLC, a Kansas limited liability company, as the Owner of 100% of the Outstanding Bonds issued pursuant to the Master Trust Indenture dated as of December 1, 2015, as supplemented and amended by the First Amendment to Master Trust Indenture dated as of April 1, 2016, the Second Amendment to Master Trust Indenture dated as of July 1, 2017 (together, “Original Indenture”), between the City of Edgerton, Kansas (the “City”) and Commerce Bank, as trustee (the “Trustee”), pursuant to **Section 1002** of the Original Indenture, consents to the execution and delivery of the Third Amendment to Master Trust Indenture dated as of October 1, 2017, between the City and the Trustee, by the City and the Trustee.

All capitalized terms used herein but not defined shall have the meaning given to such terms in the Original Indenture.

**EDGERTON LAND HOLDING COMPANY, LLC**  
a Kansas limited liability company

By: NorthPoint Development, LLC  
a Missouri limited liability company  
Its: Manager

By \_\_\_\_\_  
Nathaniel Hagedorn, Manager

## **CITY OF EDGERTON, KANSAS**

### **COUNCIL AGENDA ITEM**

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**Council Meeting Date:** November 8, 2018

**Agenda Item:** Ordinance Authorizing Series 2018A Home Rule Revenue Bonds

**Subject:** Home Rule Revenue Bonds for Public Infrastructure Improvements

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#### **Summary:**

Both the City and NorthPoint have been spending funds, or plan to spend funds, on the following projects:

- Waverly Road
- Widmer Public Street
- 183<sup>rd</sup> Street
- 181<sup>st</sup> Street, Phase 1
- 181<sup>st</sup> Street, Phase 2
- 207<sup>th</sup> Street Grade Separation

The agreements with NorthPoint provide that money spent on public infrastructure projects by NorthPoint accrues interest at 9.5%. Once home rule revenue bonds are issued to reimburse or pay for project costs, the interest rate is reduced to a tax-exempt equivalent rate (currently 5.985%).

The Ordinance authorizes the City to issue up to \$10 million of home rule revenue bonds to reimburse or pay for the costs of the projects. The issuance of the bonds will convert the interest rate accruing on the costs paid by NorthPoint from a taxable 9.5% interest rate to a tax-exempt rate of 5.985%. This interest savings will ultimately result in more funds being available in the public infrastructure fund. The issuance of the bond will also allow the City to be reimbursed for funds it has spent or plans to spend on the projects listed above.

**ORDINANCE NO. 1094**

**AN ORDINANCE AUTHORIZING THE CITY OF EDGERTON, KANSAS, TO ISSUE HOME RULE REVENUE BONDS (LOGISTICS PARK INFRASTRUCTURE PROJECTS) SERIES 2018A, IN AN AGGREGATE MAXIMUM PRINCIPAL AMOUNT NOT TO EXCEED \$10,000,000, FOR THE PURPOSE OF PROVIDING FUNDS TO PAY OR REIMBURSE THE COSTS OF PUBLIC INFRASTRUCTURE IMPROVEMENTS; AND APPROVING CERTAIN DOCUMENTS AND ACTIONS IN CONNECTION WITH THE ISSUANCE OF THE BONDS.**

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

**WHEREAS**, the City, Edgerton Land Holding Company, LLC, a Kansas limited liability company (“ELHC”), and BNSF Railway Company, a Delaware corporation, entered into an Amended and Restated Public Infrastructure Financing plan dated July 15, 2015 (the “Financing Plan”), to provide for the financing and construction of certain Public Infrastructure Improvements (as defined in the Financing Plan) located within the Logistics Park-Kansas City; and

**WHEREAS**, the Financing Plan requires the City to collect certain Sources of Funds (as defined in the Financing Plan) and deposit the Sources of Funds in a Public Infrastructure Fund (as defined in the Financing Plan); and

**WHEREAS**, the Financing Plan anticipates that the City will utilize certain Funding Mechanisms (as defined in the Financing Plan) to fund Public Infrastructure Improvements, one of which is the issuance of home rule revenue bonds pursuant to Article 12, Section of 5 of the Kansas Constitution (the “Act”); and

**WHEREAS**, the Financing Plan also anticipates that the Sources of Funds held by the City in the Public Infrastructure Fund will be transferred to a trustee to be held and administered pursuant to an indenture;

**WHEREAS**, the City has entered into a Master Trust Indenture dated as of December 1, 2015 (as supplemented and amended, the “Master Indenture”) with Commerce Bank (the “Trustee”), pursuant to which the Sources of Funds are held and distributed by the Trustee and which provides for the issuance of up to \$100 million in home rule revenue bonds; and

**WHEREAS**, pursuant to the Act, the City is authorized to determine its local affairs and government, and pursuant to and in furtherance of the purposes of the Act and the Financing Plan, the City proposes to issue its Home Rule Revenue Bonds (Logistics Park Infrastructure Projects), Series 2018A, in the aggregate principal amount not to exceed \$10,000,000 (the “Bonds”) for the purpose of providing funds to pay or reimburse the costs of acquiring and completing the Public Infrastructure Improvements described in the Supplemental Indenture (hereafter defined) (the “Projects”); and

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

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

**Section 1. Authorization for the Acquisition and Completion of the Projects.** The City is hereby authorized to provide for the acquisition and completion of the Projects, all in the manner and as more particularly described in the Financing Plan, the Master Indenture and the Supplemental Indenture (hereafter defined).

**Section 2. Authorization of and Security for the Bonds.** The City is hereby authorized to issue and sell the Bonds for the purpose of providing funds to pay or reimburse the cost of acquiring and completing the Projects. The Bonds shall be issued and secured pursuant to the Master Indenture and Supplemental Indenture, and shall bear such date, shall mature at such time, shall be in such denominations, shall bear interest at such rates, shall be in such form, shall be subject to redemption and other terms and conditions, and shall be issued in such manner, subject to such provisions, covenants and agreements, as are set forth in the Master Indenture and Supplemental Indenture. The Bonds shall be payable solely out of the funds provided for in the Master Indenture and Supplemental Indenture, which shall be pledged and assigned to the Trustee as security for payment of the Bonds as provided in the Master Indenture and Supplemental Indenture.

**Section 3. Authorization of Documents.** The City is hereby authorized to enter into the following documents, in substantially the forms presented to and reviewed by the Council of the City (copies of which documents, upon execution thereof, shall be filed in the office of the City Clerk), with such changes therein as shall be approved by the officers of the City executing such documents, such officers' signatures thereon being conclusive evidence of their approval thereof:

- (a) Master Indenture;
- (b) Supplemental Master Trust Indenture No. 2 dated the date set forth therein (the "Supplemental Indenture"), which supplements the Master Indenture and describes the terms of the Bonds, the sources and uses of funds, and other matters;
- (c) Bond Placement Agreement dated the date set forth therein (the "Placement Agreement"), among the City, Commerce Bank, as Placement Agent, and ELHC, as Purchaser, pursuant to which the Bonds will be placed to ELHC; and
- (d) Tax Certificate dated the date set forth therein (the "Tax Certificate"), between the City and the Trustee, containing certain covenants and restrictions relating to the Bonds and the Projects and the use of proceeds of the Bonds.

**Section 4. Execution of Bond and Documents.** The Mayor of the City is hereby authorized and directed to execute the Bonds and to deliver the Bonds to the Trustee for authentication for and on behalf of and as the act and deed of the City in the manner provided in the Master Indenture and Supplemental Indenture. The Mayor of the City is hereby authorized and directed to execute the Master Indenture, the Supplemental Indenture, the Placement Agreement, the Tax Agreement and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the



intent of this Ordinance, for and on behalf of and as the act and deed of the City. The City Clerk of the City is hereby authorized and directed to attest to and affix the seal of the City to the Bonds, the Master Indenture, the Supplemental Indenture, the Placement Agreement, the Tax Agreement and such other documents, certificates and instruments as may be necessary.

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

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

**PASSED** by the Governing Body of the City of Edgerton, Kansas, this 8<sup>th</sup> day of November, 2018.

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Donald Roberts, Mayor

[SEAL]

ATTEST:

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Rachel A. James, City Clerk

Approved as to form:

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Scott W. Anderson, Bond Counsel

## City Council Action Item

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**Council Meeting Date:** November 8, 2018

**Department:** Administration

### **Agenda Item: Consider Agreement with Columbia Capital for Financial Advisory Services Related to the LPKC Phase II Master Trust Indenture and Home Rule Revenue Bonds for LPKC Phases I and II**

**Background/Description of Item:**

Columbia Capital has provided financial advisory services to the City for many years. The City has utilized their services for matters relating to the LPKC Phase I master trust indenture and home rule revenue bonds. Because of their experience with that process, staff recommends utilizing Columbia Capital for the LPKC Phase II master trust indenture and home rule revenue bonds for both LPKC Phase I and Phase II.

Enclosed is the agreement for these services. The fees are paid to Columbia Capital only when home rule revenue bonds are issued and are paid from the bond proceeds. No general City revenues are used to pay these fees.

The fee structure proposed is:

- \$40,000 upon the issuance of the first series of home rule revenue bonds for LPKC Phase II, which covers services for the development of the master trust indenture and the first home rule revenue bond issue;
- \$15,000 for each subsequent home rule revenue bond issuance for either LPKC Phase I or Phase II.

The City Attorney has reviewed and approved the agreement with no changes.

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

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**Funding Source:** Fees for advisory services will be paid at the time of closing on the home rule revenue bonds from the bond proceeds. No general City funds will be used to pay for these services.

**Budget Allocated:** N/A

x Karen E. Kindle

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

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**Recommendation: Approve the agreement with Columbia Capital for Financial Advisory Services Related to the LPKC Phase II Master Trust Indenture and Home Rule Revenue Bonds for LPKC Phase I and Phase II.**

**Enclosed:** Agreement with Columbia Capital for Financial Advisory Services

**Prepared by:**

**Karen Kindle** \* Finance Director



6330 Lamar, Suite 200  
Overland Park, Kansas 66202

**Jeff White**, Principal  
913.312.8077  
jwhite@columbiacapital.com

October 4, 2018

Ms. Beth Linn  
City Administrator  
City of Edgerton, Kansas

*Via Electronic Mail*

Dear Beth:

Thank you for the opportunity to continue to serve the City! The purpose of this letter is to document our scope of services and fees related to the City's planned bond issuances in support of both Logistics Park Kansas City (LPKC) Phase I and Phase II.

#### **TRANSACTIONS**

We understand that the City seeks to create a master trust indenture (MTI) to support the issuance of revenue bonds related to LPKC Phase II, as well as to issue additional series of revenue bonds via supplemental indentures now and in the future under the MTIs for both LPKC Phase I and Phase II. At this time, we understand that the developer, NorthPoint (or affiliates), will be the purchaser of the bonds. Our scope of services and fee proposal under this engagement do not extend to bonds offered to the public through a limited or full offering.

#### **FINANCIAL ADVISORY SERVICES**

We propose to continue serve as the City's financial advisor with respect to these transactions. We will provide full-service financial advisory services, including coordinating approvals with City staff and governing body, negotiating terms and conditions of the financing on behalf of the City, reviewing and commenting on bond documents, and working with various counsel to ensure timely and successful closings on the financings. To the extent the transactions are supported by disclosure documents (official statements, offering memoranda, etc.), our engagement will include the review of those documents.

For our work on creating the MTI structure for LPKC Phase II, including the first series of bonds issued under such MTI, we propose a fixed fee of \$40,000. For each additional series of bonds issued under either MTI, we propose a fixed fee of \$15,000. Our fees for this work are contingent upon successful closing; we expect the fees will be paid from bond proceeds.

In addition to the fees identified above, Columbia proposes to seek reimbursement for its actual out-of-pocket expenses associated with the services described above. Columbia will invoice for reimbursed expenses periodically, but not more than monthly.

### **REGULATORY COMPLIANCE**

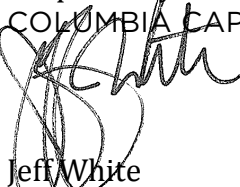
Pursuant to the full implementation of the US Securities and Exchange Commission (SEC) effective July 1, 2014, only registered municipal advisors and SEC-registered investment advisers may advise on the investment of proceeds of municipal bonds. Except under certain limited exceptions and exclusions, only registered municipal advisors may provide municipal bond issuers, like the City, advice with respect to municipal bonds and other municipal financial products. Columbia Capital maintains both registrations. We have provided to you with this engagement letter our standard disclosures. We will timely notify the City of any change in our registration status.

### **TERM OF AGREEMENT**

This agreement will expire on December 31, 2023, but may be extended from time to time at the discretion of the City. Either party may terminate the agreement upon 60 days' written notice to the other party. The City agrees to compensate Columbia for work in progress (if any) upon termination.

If these terms are satisfactory to the City, please provide your signature below and return an executed copy to me. We look forward to continuing our long-standing relationship with you!

Respectfully submitted,  
COLUMBIA CAPITAL MANAGEMENT, LLC



Jeff White  
Principal

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### **ACKNOWLEDGED AND APPROVED:**

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Donald Roberts, Mayor  
City of Edgerton

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Date

## City Council Action Item

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**Council Meeting Date:** November 8, 2018

**Department:** Administration

### **Agenda Item: Consider Approval of Contract with ElevateEdgerton! For Economic Development Services for 2019**

**Background/Description of Item:**

ElevateEdgerton! was formed in early 2017 as a public-private entity dedicated to driving development to Edgerton. In summer 2018, James Oltman, President for ElevateEdgerton!, presented to the Edgerton City Council the request for 2019 funding allocation as part of the annual budget process. City Council approved this funding request of \$50,000 for inclusion in the approved 2019 Budget.

Similar to other partner entities, typically the City of Edgerton has done an annual agreement for this type of funding allocation. Please find enclosed a draft agreement for economic development services for 2019 with ElevateEdgerton! Following the draft agreement is the proposed Work Plan as referenced in the agreement.

Attracting businesses to the City is a time consuming process that requires specialized knowledge and strong relationships with state agencies, utilities, businesses, developers and real estate professionals. Due to the significant importance of continued development and growth of the business sector within the City, staff recommends the City Council continue to secure these services from ElevateEdgerton!.

As budgeted, the agreement is for the same amount as 2018 at \$50,000. The term of this agreement shall be for one year commencing on January 1, 2019 and terminating on December 31, 2019.

The City Attorney has reviewed the Agreement and provided minor housekeeping changes as shown in tracked changes in the draft agreement.

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

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**Funding Source:** General Fund-Economic Development

**Budget Allocated:** \$50,000

**Finance Director Approval:**

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

**Recommendation: Approve Consider Approval of Contract with ElevateEdgerton! For Economic Development Services for 2019**

**Enclosed:**

- Draft Agreement with ElevateEdgerton! and Work Plan

**Prepared by:** Beth Linn, City Administrator

## AGREEMENT

THIS CONTRACT FOR ECONOMIC DEVELOPMENT SERVICES ("Renewal") is made and entered into as of this \_\_\_\_ day of November, 2018, by and between the City of Edgerton, Kansas (the "City") and ElevateEdgerton! (~~the~~ "EDC"), a Kansas not-for-profit corporation.

~~The~~ EDC has been organized by representatives of the business community and certain government agencies in and around the City of Edgerton, Kansas for the purpose of promoting economic growth in the area, and

The City of Edgerton desires to procure from ~~the~~ EDC certain services in support of the City's plan for continued economic development and growth.

Therefore, in consideration of the mutual covenants herein contained the parties agree as follows:

1. **SERVICES.** ~~The~~ EDC agrees to provide, through its professional staff, the following services to the City:

a. **MARKETING.** ~~The~~ EDC shall provide support to the City and its staff in marketing the business advantages to potential corporate residents, which support shall include, but is not limited to, market research, accumulation of data concerning prospective tenants, development and distribution of marketing materials, attendance at trade shows, conventions and other events where appropriate market intelligence can be gained, and other activities deemed appropriate by the parties. ~~The~~ EDC shall initiate such activities as it deems appropriate to ensure that the City is well represented in the commercial and industrial real estate market both regionally and nationally.

b. **EXISTING BUSINESS RELATIONS.** ~~The~~ EDC, through its professional staff, shall assist the City and its staff in establishing and maintaining relationships with the existing businesses, to assist those businesses in developing and expanding their facilities at the City and to identify and pursue potential linkages with other businesses who may be candidates for locating to the City. EDC staff shall specifically and purposefully offer its services to each and every business in the City. ~~The~~ EDC shall develop a means of annually contacting the managers of these businesses informing them about the services available through ~~the~~ EDC. EDC staff shall annually survey these businesses to update information about expansion opportunities.

c. **BUSINESS RECRUITMENT.** ~~The~~ EDC shall initiate an aggressive program to identify and recruit new businesses to the City. ~~The~~ EDC shall undertake specific efforts to identify target businesses by industry and by name, to inform those businesses of the opportunities for locating to the City, and to follow-up with qualified prospects in order to prepare development proposals. EDC staff shall participate in joint efforts at the local, regional and state levels to recruit new businesses to the City.

d. **DEVELOPMENT PROPOSALS.** EDC staff shall assist existing businesses and prospective new businesses in preparing development proposals for the consideration of the City. EDC staff shall become familiar with every aspect of economic development as it applies to the



City, and shall develop an understanding of the City's objectives in developing the commercial and industrial sectors of the City. EDC staff shall act as facilitator for prospective business development and shall assist in the presentation of the development proposal to the various jurisdictions having oversight on the development in the City. EDC staff shall strive to develop a "one-stop shopping" approach for development proposals so that a proponent of a project can get virtually all of his or her questions answered by or through ~~the~~ EDC staff.

2. **PERFORMANCE STANDARDS.** ~~The~~ EDC shall establish a plan of work in which the specific activities to be performed by ~~the~~ EDC staff are delineated. Such plan of work shall specifically address the nature and scope of services to be provided to the City and shall establish performance criteria by which ~~the~~ EDC staff's individual performance will be measured. Such plan of work shall be prepared annually and shall be subject to the approval of the City Administrator prior to adoption by the board of directors of ~~the~~ EDC.

3. **COMPENSATION.** In consideration of the services to be provided by ~~the~~ EDC, the City shall pay to ~~the~~ EDC the sum of \$50,000, payable on the first day of the month of February. ~~The~~ EDC shall prepare an invoice for the payment and submit such invoice to the City 30 days prior to the scheduled payment.

4. **TERM.** The term of this agreement shall be for one year commencing on January 1, 2019, and terminating on December 31, 2019.

5. **RENEWAL.** This agreement may be renewed annually by mutual agreement of the parties.

6. **NO AGENCY RELATIONSHIP.** Notwithstanding anything to the contrary contained in this Agreement, ~~the~~ EDC and its employees shall not hold itself or themselves out as, and shall not be, an agent for the City. Neither ~~the~~ EDC nor its employees shall have authority to enter into agreements, leases, or other commitments on behalf of the City.

7. **INDEMNITY.** Each party to this agreement agrees to and shall defend and hold harmless the other for the negligent acts and omissions of such party and its agents, employees and contractors, provided, however, nothing herein shall be construed as a waiver by either party of any limitation of liability provided under the Kansas Tort Claims Act.

8. **INSURANCE.** ~~The~~ EDC shall be solely responsible for obtaining all insurance coverages that it deems necessary or desirable in connection with its business and its obligations under this Agreement, including, but not limited to, general liability, workers compensation, and automobile liability coverage. Should it deem beneficial, the City may request copies of such insurance coverage from EDC.

9. **TERMINATION.** In the event one party breaches this Agreement the other party may declare this Agreement in default. The non-breaching party may terminate this Agreement upon thirty days notice to the breaching party and this Agreement shall thereafter terminate unless the default is cured within such thirty days.

10. **DUTIES UPON EXPIRATION OR TERMINATION.** It is acknowledged and agreed that in the course of performing its obligations under this Agreement ~~the~~ EDC will compile and prepare certain

market information, client lists, data bases and other information relating to the City operations, businesses, prospective businesses, and other information, all of which shall become the property of the City upon the expiration or early~~yier~~ termination of this Agreement. EDC agrees to deliver to the City all such information not later than the fifth business day following the expiration or early~~yier~~ termination of the Agreement. All such information shall be kept confidential by EDC following the expiration or early~~yier~~ termination of this Agreement and EDC agrees not to disclose such information to any third party except as required by law.

**11. FUNDING.** The parties acknowledge that ~~the~~-EDC's ability to fulfill the terms of this Agreement is contingent upon continued funding by its members, and that such funding is currently primarily comprised of voluntary contributions. EDC shall make reasonable efforts to gain continuing financial support through expanded membership and through other funding sources, such as grants-in-aid and service contracts with other agencies and organizations.

**IN WITNESS WHEREOF**, the parties hereto have set their hand this 8<sup>th</sup> day of November, 2018, at Johnson County, Kansas.

ELEVATEEDGERTON!

CITY OF EDGERTON, KANSAS

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James Oltman, President

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Donald Roberts, Mayor



## **2019 ElevateEdgerton! Priorities**

*Residential Development*  
*Commercial/Retail Recruitment*  
*Workforce Development*

*Investor Retention/Growth*  
*Representing Edgerton within the region*

## **2019 ElevateEdgerton! Deliverables**

- **Residential development efforts**
  - Compile an inventory of properties well positioned for residential development
    - **Estimated completion late 2018**
  - Meet with potential housing developers about new residential construction in Edgerton
    - **In progress**
- **Retail/commercial recruitment efforts**
  - Survey current LPKC tenants for information regarding business operation needs
    - **In progress – continuous**
  - Hotel feasibility study
    - **Completed – October 2018**
  - Create marketing material specifically geared towards commercial recruitment
    - **Estimated completion early 2019**
  - Attend events and meetings geared towards active recruitment of retail/commercial
    - Hotel developer meeting
      - **Currently ongoing - Estimated completion 2019**
    - ICSC Recon: Global Retail Convention
      - **Estimated May 2019**



- **Workforce**
  - Host monthly HR roundtable for all LPKC tenants
    - **Ongoing**
  - Host Supply Chain career luncheon for high school guidance and career counselors
    - **Completed August 2018**
  - Work with LPKC tenants and regional high school to create a work release program for high school seniors
    - **In progress – estimated roll out end 2018 – LPKC Career Connect**
- **Investor Retention/Growth**
  - Continued effort on adding new strategic partnerships to ElevateEdgerton!
    - **Ongoing**
- **Representing Edgerton within the region**
  - Attend Planning Commission and City Council meetings when economic development opportunities are being discussed
    - **Ongoing**
  - Attend and report at Gardner – Edgerton Chamber of Commerce Board meetings
    - **Ongoing**
  - Represent Edgerton at regional economic development events (**Ongoing**)
    - Kansas City Area Development Council
    - KC Smartport
    - Kansas Economic Development Alliance
    - Southern Economic Development Council
    - Council of Supply Chain Management Professionals

## City Council Action Item

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**Council Meeting Date:** November 8, 2018

**Department:** Administration

### **Agenda Item: Consider Approval of Off-Alignment Design and Forego Use of Federal Funding for 207<sup>th</sup> Street Grade Separation Project**

**Background/Description of Item:**

After the October 25, 2018 City Council meeting, the Council held a work session regarding the 207<sup>th</sup> Street Grade Separation Project. The work session was conducted by representatives from HDR and RIC, the design team leading the project. The design team introduced the Council to the final two design alternatives, having pared the options down from three after the public open house on April 19, 2018. The two designs presented were one on-alignment and one off-alignment option for the road and bridge. The design team also presented preliminary engineer's estimates for each option and presented the pros and cons of accepting the \$500,000 in federal funds that had been awarded to the project. Among the factors for consideration for accepting federal funds would be the increased workload for staff to ensure that compliance is met with the federal regulations that come with accepting federal funding, as well as the increased cost to ensure that prevailing wage is met.

At the conclusion of the work session, the Council reached a consensus that it would not accept the awarded federal grant funds. In addition, the Council also reached a consensus that the Off-Alignment design option was their preferred option for the project. The benefits to the Off-Alignment design include being able to keep 207<sup>th</sup> Street open during construction, and having a shorter bridge, making it a cheaper alternative to the On-Alignment design. As such, staff is requesting that Council vote on their decision in open session as a matter of public record.

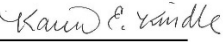
If approved, staff would direct the design team to move forward with the design of the off-alignment project. This phase of the project will take up to a year, and staff anticipates it will take most of 2019 to acquire the necessary property, easements, and rights-of-way for the project. After the project has completed design the City will then go out to bid for a contractor to build the road and bridge, with construction starting in early 2020 and reaching completion by early 2021.

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

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**Funding Source:** Public Infrastructure Fund, CARS Grant

**Budget Allocated:** \$15,000,000

x 

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

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<p><b>Recommendation: Recommend Approval of Off-Alignment Design and Forego Use of Federal Funding for 207<sup>th</sup> Street Grade Separation Project</b></p>
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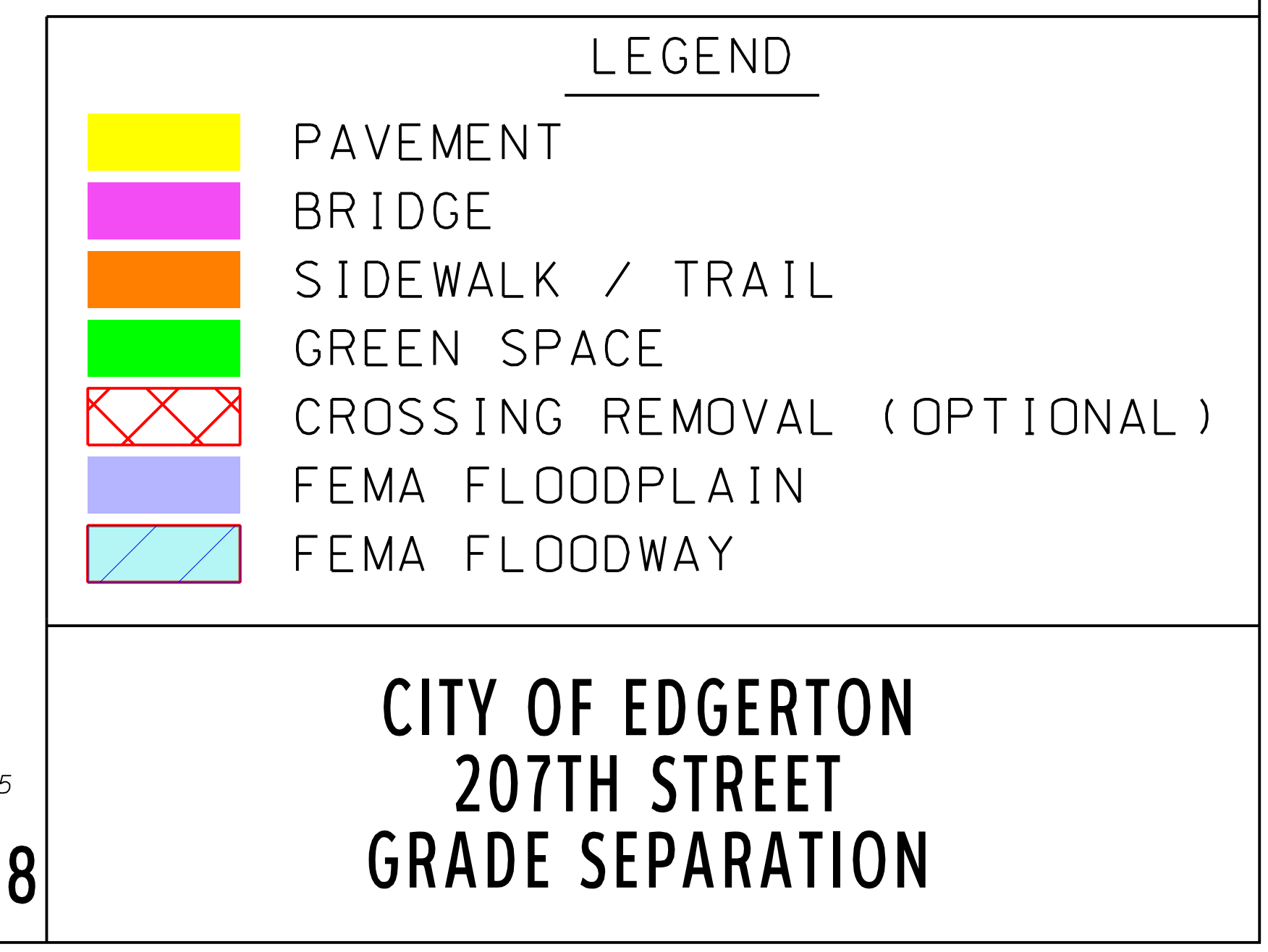
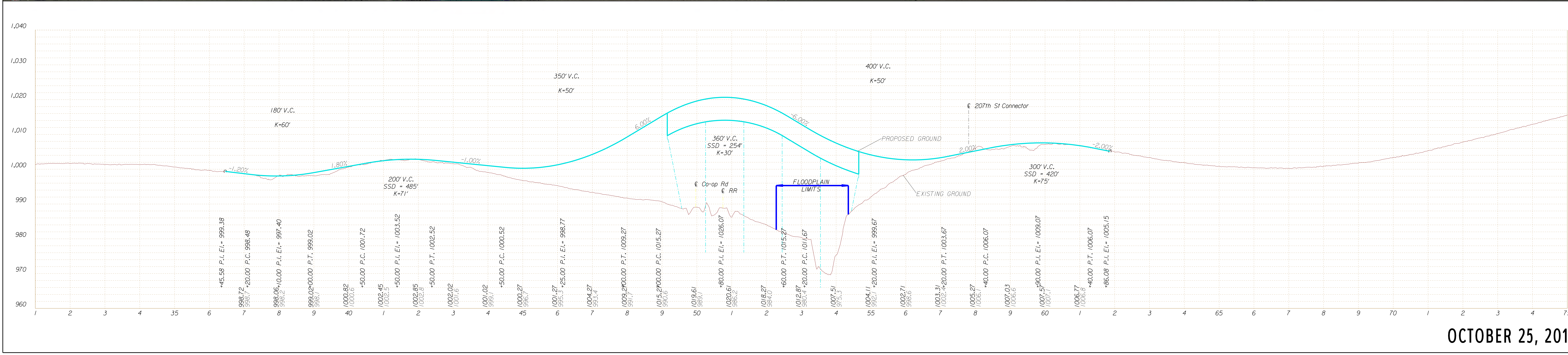
**Enclosed:**

- Preliminary Off-Alignment Grade Separation Design
- Preliminary Estimates Summary Sheet

**Prepared by:**

**Scott Peterson** \* Assistant City Administrator



[illegible]



		On-Alignment						Off - Alignment									
		With Federal Funds		Without Federal Funds		Difference	With Federal Funds		Without Federal Funds		Difference						
A)	2020 Construction Cost	\$	9,689,606.33	\$	9,522,522.46	\$	167,083.87	\$	9,298,920.16	\$	8,988,433.44	\$	310,486.72				
B)	Engineering																
	Preliminary Engineering	\$	775,168.51	(8%)	\$	761,801.80	(8%)	\$	13,366.71	\$	743,913.61	(8%)	\$	24,838.94			
	Construction Engineering	\$	290,688.19	(3%)	\$	285,675.67	(3%)	\$	5,012.52	\$	278,967.60	(3%)	\$	9,314.60			
C)	Inspection & Testing	\$	678,272.44	(7%)	\$	476,126.12	(5%)	\$	202,146.32	\$	650,924.41	(7%)	\$	449,421.67	(5%)	\$	201,502.74
D)	Utility Relocation	\$	328,000.00		\$	328,000.00		\$	-	\$	77,000.00		\$	77,000.00		\$	-
E)	Project Adminiatration (City Engineer)	\$	193,792.13	(2%)	\$	190,450.45	(2%)	\$	3,341.68	\$	185,978.40	(2%)	\$	179,768.67	(2%)	\$	6,209.73
F)	Total Project Cost	\$	11,955,527.59		\$	11,564,576.50		\$	390,951.09	\$	11,235,704.19		\$	10,683,351.46		\$	552,352.73
G)	Federal Funds (STPM-KS)	\$	(505,000.00)		\$	-		\$	(505,000.00)	\$	(505,000.00)		\$	-		\$	(505,000.00)
H)	Project Cost for City of Edgerton	\$	11,450,527.59		\$	11,564,576.50		\$	(114,048.91)	\$	10,730,704.19		\$	10,683,351.46		\$	47,352.73

Note: Right of Way cost is excluded from the project estimate