

**EDGERTON CITY COUNCIL
MEETING AGENDA
CITY HALL, 404 EAST NELSON STREET
April 23, 2020
7:00 P.M.**

To reduce the spread of COVID-19, Edgerton City Hall is closed to the public **EXCEPT FOR DURING OPEN PUBLIC MEETINGS.**

In compliance with the guidance issued by the State of Kansas Attorney General, the City of Edgerton remains subject to the Kansas Open Meetings Act (KOMA) and is taking actions as necessary and reasonable under the circumstances of the emergency declaration to advance the conduct of governmental affairs and ensure the transaction of government business is open to the public.

Any resident wishing to attend City Council meeting may do so and is required to practice the social distancing guidelines as established by the State of Kansas and Center for Disease Control (CDC). The room will be set up to be in compliance with these requirements. The City Council members will not be physically present in the room.

Any member of the public wishing to provide general public comment or comment about an agenda item without attending the meeting in person may do so by email to Kara Banks (kbanks@edgertonks.org). If you are unable to email the comments, you may call the following number, and staff will report your comment on your behalf. (913) 893-6231. Any comments should be submitted by phone or email by noon (12:00 PM) on day of the scheduled meeting.

Call to Order

1. **Roll Call** ____ Roberts ____ Longanecker ____ Conus ____ Lewis ____ Smith ____ Beem
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 April 9, 2020 Regular City Council Meeting

Regular Agenda

5. **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.
6. **Declaration.** At this time Council members may declare any conflict or communication they have had that might influence their ability to impartially consider today's issues.
7. **Discussion Regarding Possible Changes to the Fee Resolution**

Business Requiring Action

8. CONSIDER THE 2019 AUDIT OF FINANCIAL STATEMENTS AS PRESENTED BY VARNEY & ASSOCIATES

Motion: _____ Second: _____ Vote: _____

9. CONSIDER RESOLUTION 04-23-20A SETTING A DATE FOR A PUBLIC HEARING REGARDING THE EDGERTON HOMESTEAD LANE RETAIL DISTRICT REDEVELOPMENT (TIF) DISTRICT PROJECT PLAN A1

Motion: _____ Second: _____ Vote: _____

10. CONSIDER USING JOHNSON COUNTY'S COOPERATIVE CONTRACT LANGUAGE TO UTILIZE MAX RIEKE BROS. AND UPDIKE PAVING CORP. FOR THE CONSTRUCTION PHASE I OF THE 56 HIGHWAY MULTI-USE TRAIL

Motion: _____ Second: _____ Vote: _____

11. CONSIDER PROFESSIONAL SERVICES AGREEMENT BETWEEN CITY OF EDGERTON AND BURN & MCDONNELL INC. FOR 2020 WASTEWATER MASTER PLAN

Motion: _____ Second: _____ Vote: _____

12. Report By The City Administrator

- Quarterly Updates

13. Report By the Mayor

- Report on Impact of COVID-19 to City Operations

14. Future Meeting/Event Reminders:

- May 12th: Planning Commission Meeting – 7:00 PM
- May 14th: City Council Meeting – 7:00 PM
- May 28th: City Council Meeting – 7:00 PM
- June 9th: Planning Commission Meeting – 7:00 PM
- June 11th: City Council Meeting – 7:00 PM
- June 25th: City Council Meeting – 7:00 PM

15. Adjourn Motion: _____ Second: _____ Vote: _____

EVENTS

April 27th: Camping Day-CANCELED

April 28th: Municipal Court – CONTINUED to May 26th

May 4th: Youth Art Class: Kinetic Sand and Sand Painting

May 11th: Youth Cooking Class: Cinnamon Disks and Rock Candy

City of Edgerton, Kansas
Minutes of City Council Regular Session
April 9, 2020

A Regular Session of the City Council (the Council) was held in the Edgerton City Hall, 404 E. Nelson Edgerton, Kansas on April 9, 2020. The meeting convened at 7:00 PM with Mayor Roberts presiding.

1. ROLL CALL

Ron Conus	present via videoconference
Clay Longanecker	present via telephone
Josh Lewis	present via videoconference
Katee Smith	present via videoconference
Josh Beem	present via videoconference

With a quorum present, the meeting commenced.

Staff in attendance:	City Administrator Beth Linn
	City Attorney Lee Hendricks via videoconference
	City Clerk/Planning and Zoning Coordinator Chris Clinton
	Development Services Director Katy Crow via videoconference
	Finance Director Karen Kindle via videoconference
	Public Works Director Dan Merkh
	Marketing and Communications Manager Kara Banks via videoconference

2. WELCOME

Mayor Roberts welcomed a representative from the Johnson County Sheriff's office and Johnson County Fire District Number One. He listed City Staff who is present in person and who is joining the meeting via videoconference. Mayor Roberts outlined some guidelines for the meeting. He requested all speakers to speak slowly and clearly, this may cause a slower pace to the meeting than the City is accustomed to. Mayor Roberts asked for all remote participants to have their microphones muted while not speaking and to turn the video feed off as to not distract people who are present. He explained minutes are being taken in person so there are no technical issues disrupting the proceedings of the meeting. Councilmembers were asked to be conscious of the technical limitations and state their name so they can be acknowledged and recognized. Mayor Roberts stated there are to be no email chains between councilmembers so there can be no subsequent meetings attached to this meeting so the City can comply with the Kansas Open Meetings Act (KOMA). Mayor Roberts informed the audience that they are to speak from their seats to remain socially distant as the seats are spaced at least six (6) feet apart and utilize the designated speaking area if comments are to be made.

Mr. Merkh recommended people who call in via Microsoft Teams to mute themselves as well. Mayor Roberts stated all the councilmembers besides Councilmember Longanecker should be on videoconference, but callers can mute themselves by dialing star six (*6).

Councilmember Longanecker inquired if Councilmembers Beem and Conus were on videoconference as he did not hear their responses during roll call. Mayor Roberts stated all members of the Council are present as he can see who is on the videoconference, but some did not unmute their microphones in time to answer roll call.

3. PLEDGE OF ALLEGIANCE

CONSENT AGENDA

4. Approve Minutes for March 26, 2020 Regular City Council Meeting.
5. Approve Agreement with Raftelis Financial Consultants for Utility Rate Study Update.

Councilmember Longanecker motioned to approve the Consent Agenda, motion seconded by Councilmember Smith. The Consent Agenda was approved, 5-0.

REGULAR AGENDA

6. Public Comments.

There were no public comments made at this time.

7. Declaration.

None of the Councilmembers had any declarations at this time.

BUSINESS REQUIRING ACTION

8. CONSIDER ORDINANCE NO. 2036 AUTHORIZING BOND DOCUMENTS AND THE ISSUANCE OF THE CITY'S INDUSTRIAL REVENUE BONDS (ELHC VII, LLC PROJECT) SERIES 2020, FOR THE PURPOSE OF FINANCING AND PROVIDING TAX ABATEMENT FOR A WAREHOUSE AND DISTRIBUTION FACILITY

Mr. Scott Anderson, Bond Council, addressed the Council. He stated the City received an application for property tax abatement from ELHC VII, LLC for a project located in Logistics Park Kansas City (LPKC), consisting of an approximately 952,000 square foot warehouse and distribution facility, to be located at 30901 W. 185th Street, Edgerton, Kansas (the "Project").

He explained the City has previously adopted Resolution No. 07-08-10A on July 8, 2010, Resolution No. 04-25-13A on April 25, 2013, and Resolution No. 04-09-15A on April 9, 2015 (collectively, the "Resolution of Intent") expressing the intent of the City to issue its industrial revenue bonds in multiple series, the aggregate amount of all series not to exceed \$1,000,000,000 to finance the costs of acquiring, constructing, reconstructing, improving and equipping various projects within The Logistics Park-KC for the benefit of Edgerton Land Holding Company, LLC, or its assigns (the "Developer"). The City adopted Resolution No. 01-23-20C on January 23, 2020 (the "Assignment Resolution") consenting to the assignment of \$45,000,000 of the Developer's interest in the Resolution of Intent to ELHC VII, LLC for the Project. Prior to adopting the Assignment Resolution, the City held a public hearing on the Project and considered the cost-benefit report.

Mr. Anderson stated the Ordinance authorizes the City to issue up to \$45,000,000 of industrial revenue bonds for the Project. This bond issue is commonly referred to as a "buy your own bonds bond issue." ELHC VII will be both the lessee on the project and the owner of the bonds. When the bonds are issued, ELHC VII will lease the project site to the City as is required by state law in order to issue industrial revenue bonds. The City will then sublease the project back to ELHC VII. ELHC VII will be obligated to repurchase the project at the conclusion of the tax abatement.

He informed the Council the bonds will be limited obligations of the City. This means that the City makes payments on the bonds to ELHC VII as the owner of the bonds only to the extent the City receives payments from ELHC VII pursuant to the lease. If lease payments from ELHC VII are insufficient to cover scheduled debt service on the bonds, the City is not obligated to make up any shortfall from any other funds of the City. The bonds are not a general obligation of the City and do not count against the City's debt limit. Mr. Anderson outlined the documents the Ordinance authorizes the City to enter into.

Mr. Anderson said the Project is to be completed this summer other than the tenant improvements on the interior of the warehouse. The Developer has requested the bonds be issued this spring. He said these are similar to bonds that have been issued throughout projects in LPKC.

Councilmember Longanecker motioned to approve Ordinance No. 2036, seconded by Councilmember Smith. Ordinance No. 2036 was approved, 5-0.

9. Report by the City Administrator

Ms. Beth Linn, City Administrator, stated she has nothing to report for this meeting.

10. Report by the Mayor

- Report on Impact of COVID-19 to City Operations

Mayor Roberts said this is going to be a joint report with Ms. Linn. He said the Board of County Commissioners (BOCC) has put out a COVID-19 dashboard that shows the number of tests conducted and the percentage of positive cases. Mayor Roberts stated the dashboard shows 12.5% of the tests done in the 66021 ZIP Code have come back positive, but that equates to less than five (5) positive cases. He said the 66030 shows a 0% positive test, but he is aware of five (5) to (10) cases in that zip code. Mayor Roberts stated this is a test site and it will look different when the full site is up and operational. The BOCC does plan on showing the number of confirmed cases. The dashboard will also show what hospital beds and ventilators are available so the status of the hospitals will be known. Mayor Roberts acknowledged there are a lot of models showing when the peak of the pandemic is supposed to happen in this area, but the top six (6) models all give different dates. Even after the peak, it is possible for this to happen again as well.

Mayor Roberts stated he and Ms. Linn have drafted a memorandum that outlines what has been done on many levels to stop the spread of COVID-19.

Mayor Roberts said at the Federal level, the Centers for Disease Control and Prevention (CDC) has recommended the use of a cloth face covering in public setting where other social distancing measures are difficult to maintain, especially in areas of significant community-based transmission. Mary Roberts explained the City is adhering to this recommendation as the City Staff present is all wearing masks. Social distancing is still widely recommended by keeping at least six (6) feet between yourself and other people outside of your home and avoiding crowded areas and mass gatherings. Mayor Roberts said the meeting area was set up to have chairs six (6) feet apart to meet this recommendation.

Mayor Roberts said it has been difficult to keep up with the State as things are changing quickly due to some political struggles. Mayor Roberts recommend community leaders practice social distancing and any church service be attended virtually or under the guidance of social distancing.

He stated the State stay at home order is not as strong as the one issued by Johnson County as it lacks clarity if it is forcible locally or not. The Executive Order that establishes Kansas Essential Function Framework outlines what must remain operational during the stay home order. Mayor Roberts explained City government functions fall into the essential category.

Ms. Linn stated the State has expanded the list of places that returning travelers must home quarantine after visiting. She explained there are other areas in the nation that have more cases. Ms. Linn said the State will expand testing but has provided guidance on how to prioritize who gets tested first. The State has also updated the guidelines for people who have mild symptoms. The patient is to self-isolate at home for seven (7) days after the onset of the illness or for seventy-two (72) hours after the fever is resolved without the aid of medication, whichever is longer.

Mayor Roberts said the Kansas Attorney General (AG) has said the KOMA requirements still need to be met. The meetings can happen online but still open to the public. He said there are many ways to have a meeting, but the public must be allowed to be involved, either in person or online. Mayor Roberts said Minutes are being taken and are always provided after they are approved.

Mayor Roberts said the District Court in Johnson County is completely virtual. This is affecting the City's cases going before the Court. He said the Municipal Court has been affected as cases have been continued from March to April. City Staff is researching in ways to hold a virtual court here in Edgerton.

Mr. Lee Hendricks, City Attorney, stated Mayor Roberts was correct when he stated KOMA is still in effect. The AG's office has released a lot of documents that state KOMA is still in effect and municipalities must take reasonable approach to meet the requirements. The numbers of public attending meetings are lower across the State, but they still need to be allowed to participate. Mayor Roberts said the League of Kansas Municipalities stated that the meetings still need to be held at least once per month, per

State Statute. Mr. Hendricks replied that is correct and small cities can do the basics, but the meetings still need to be held at least once a month.

Ms. Linn stated Kansas Statute prescribes power to the Mayor to declare a state of local disaster emergency upon finding that a disaster has occurred, or the threat there is imminent within a City of the third class. Ms. Linn explained the Mayor has done so and has taken steps to enact ways for the City to help slow the spread of the disease. All City events have been canceled for March and April. Last meeting, the Council discussed the suspension of utility disconnects and the suspension of any delinquent penalty while the Statewide stay at home order is in effect. Ms. Linn said the Mayor closed City Hall to the public starting March 24, 2020 during the stay at home order as well. All City of Edgerton employees have been declared "Emergency Responders" as is defined by the Families First Coronavirus Response Act. This allows for extra sick time and an expansion of the Family and Medical Leave Act if the employee or a member of their household becomes ill with COVID-19.

Ms. Linn stated with those Executive Orders, the operations of the City have changed. City Hall is more remote now. Any employee who could work from home, now is. The phones still ring like the employee was stationed at City Hall. City Hall may be closed to the public, but it is still operational. There are some employees who still need to be in Edgerton. Those employees have been dispersed throughout City locations to social distance public works and park maintenance employees from one another. Any meeting City Staff has is done either through email, phone or Microsoft Teams, like the Council meetings. Ms. Linn said City Staff are wearing cloth masks whenever in public.

Ms. Linn explained City Staff has started monitoring certain categories of revenues and limiting certain categories of expenditures to assist the City in analyzing which revenues and expenditures may be impacted by COVID-19 related actions from multiple layers of governments. Ms. Linn stated the City has received the January remittance of ad valorem property tax. The State legislature has discussed delaying the second payment to July, a month later than normal. Mortgage companies will most likely still make these payments on time, but if it is delayed, then the remittance to the City will be delayed by two (2) or three (3) months. The LPKC Payment in Lieu of Taxes (PILOT) payments are collected the same as ad valorem property tax, but if payments are not made, then the abatement can be revoked. Ms. Linn said City Staff does not expect any delays in those payments. The City will most likely see a decrease in the amount of sales tax the City gets from the County, which are submitted to the City two months after it is collected. City Staff will not know the impact of this until May or June. Ms. Linn explained City Staff does not anticipate a decline in industrial permits. A small dip in revenues is expected as Council decided not to charge delinquent fees on utility bills while the stay at home order is in effect.

Ms. Linn informed the Council that City Staff has placed a hold on the recruitment of four positions. Those positions equate to 20% of the Staff. Even with the impact, City Staff is able to ensure services are still being provided. Once the financial repercussions of COVID-19 are understood, recruitment will continue as financially possible. Ms. Linn stated all continuing education and conference travel has been suspended for City Staff. This is critical to keeping the team current in training and certifications, so these

opportunities will be rescheduled. Ms. Linn stated the Council adopted a policy regarding the level of reserves the City will maintain in the operating funds, General Fund, Water Fund and Sewer Fund. The policy requires the City to maintain between 17% and 25% of budgeted expenditures, excluding transfers. The reserve funds are maintained for emergencies such as the one the City is facing right now. The reserves in all three (3) funds are in compliance of this policy as of March 31, 2020.

Mayor Roberts understands it is a lot of information for the Council to process. He said it is important to keep the Council updated on the process and status of the City. The reduction in City Staff does not include some of the positions the City has open, so the City is closer to about 35% away from being fully staffed. Edgerton should not have as much of an impact financially as other municipalities due to NorthPoint still being busy.

11. Future Meeting/Event Reminders:

- April 14th: Planning Commission Meeting – 7:00 PM
- April 23rd: City Council Meeting – 7:00 PM
- May 5th: Planning Commission Meeting – 7:00 PM
- May 14th: City Council Meeting – 7:00 PM
- May 28th: City Council Meeting – 7:00 PM

12. 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, COMMUNITY DEVELOPMENT DIRECTOR AND CITY ADMINISTRATOR FOR THE PURPOSES OF CONTRACT NEGOTIATIONS.

Mayor Roberts informed the Council this process might be difficult, but City Staff has figured out a way to make it work. He explained the open session videoconference will continue while Ms. Linn sends a new link to a different meeting for the Councilmembers to join after a motion to adjourn carries. Once the executive session is complete, Councilmembers are to rejoin the open session meeting and vote to return to open session.

Councilmember Smith motioned to recess into executive session pursuant to K.S.A. 75-4319 (b)(2) for the purpose of discussing contract negotiations to include the City Attorney, Community Development Director and City Administrator for ten (10) minutes. Councilmember Beem seconded, the motioned carried, 5-0. Open session recessed at 7:55 PM.

Councilmember Longanecker motioned to return to open session, Councilmember Smith seconded the motion. The meeting returned to open session at 8:05 PM, 5-0.

13. 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, PUBLIC WORKS DIRECTOR AND CITY ADMINISTRATOR FOR THE PURPOSES OF PENDING LITIGATION.

Councilmember Smith motioned to recess into executive session pursuant to K.S.A. 75-4319 (b)(2) for the purpose of discussing pending litigation to include the City Attorney, Public Works Director and City Administrator for ten (10) minutes. Councilmember Beem seconded, the motioned carried, 5-0. Open session recessed at 8:14 PM.

Councilmember Smith motioned to return to open session, Councilmember Lewis seconded the motion. The meeting returned to open session at 8:24 PM, 5-0.

Mayor Roberts stated City Council and Planning Commission Meetings will be held in this fashion until the stay at home order is lifted. He said this is not preferred but is what is best for the community.

14. **Adjourn**

Councilmember Smith motioned to adjourn the meeting, seconded by Councilmember Longanecker. The motion carried and the meeting adjourned at 8:25 PM.

EVENTS

April 13th: Cooking Class-CANCELED

April 17th: ARTbor Day Contest project photo submission deadline via City's Facebook Page or emailed to Kara Banks (kbanks@edgertonks.org)

April 27th: Camping Day-CANCELED

May 4th: Youth Art Class: Kinetic Sand and Sand Painting

May 11th: Youth Cooking Class-CANCELED

MEMORANDUM

Date: April 23, 2020

To: Mayor Donald Roberts

From: Katy Crow, Development Services Director

Re: Fee Resolution Review – Senior Fee Reductions for Chicken Permits and Home Maintenance Building Permits

At the March 26, 2020 Edgerton City Council meeting the Governing Body requested staff review the Fee Resolution and provide an analysis related to fee reductions for senior residents. The specific fees requested for review were 1) chicken permits and 2) building permits for home maintenance items. Staff has reviewed this request and respectfully submits the following findings.

In reviewing the current Edgerton Fee Resolution, it should be noted that the schedule allows a discounted price for Animal Registration of a dog or cat. Residents 60 years of age and over may register a spayed or neutered cat or dog free of charge. The standard registration price for spayed or neutered animals is \$5 for Edgerton residents. If the animal is not spayed or neutered, a fee of \$25 is charged to all residents

Chicken Permits (Chapter II, Article 2, Sections 2-201 through 2-203)

- Currently, the cost for a one-year chicken permit is \$50. Only female chickens are allowed, with a limit of 6 chickens 16 weeks or older, or one clutch (eight chicks) per tract of land.
- Permits are to be renewed annually and the renewal date is driven by approval/issuance date and not calendar year with renewal due on or before the expiration date. This is different than large animal permits which are renewed annually at calendar year end.
- To date, two permits have been issued with a third permit in the works. None have been for senior residents.
- When a resident is interested in keeping a home coop, the following steps are performed:
 - Staff fields questions and assists the resident with application completion.
 - Upon receipt of application, staff obtains any missing application information and performs an initial inspection of the coop to ensure compliance with Edgerton Municipal Code. This includes taking pictures to document the status of the coop when initially installed.

- We have not yet had a permit reach the one year annual renew date (the first one will be expiring within the next week or two and staff is currently reaching out to that resident), but at that time staff would contact the resident to determine their intent to renew and reinspect the coop for compliance.
- Staff would recommend the annual chicken permit amount be reduced to \$25 for seniors 60 years old and over.

Building Permits – Basic Fuel Code, Plumbing Code, Mechanical Code, Electrical Code and Residential Permit Fees

- The current permit fee for a residential basic fuel gas code, plumbing, mechanical or electrical permit is \$50.
- Types of permits included in this are: hot water heaters, HVAC, basic electrical work, sewer repairs, etc. These permits would be considered maintenance type repairs.
- Typically, these permits are for things that require the connection to a utility and involve a life safety component that could impact adjacent homeowners.
- Permit fees for larger scale projects (decks, roofing, pools, room additions, etc.) are calculated on a sliding scale using the project valuation as the basis. With the exception of roofing, these permits are typically more of a home improvement, not a home maintenance, type item. They also tend to involve a plans review component and multiple onsite inspections.
- While a home maintenance type item the roofing permits we have seen were homeowner's insurance replacement due to hailstorm damage.
- The fee schedule for these permits is a sliding scale with fees beginning at \$13 for valuations up to \$500. The fees then increase \$1.50 for each additional \$100 or a fraction thereof up to a \$2000 valuation. For example:
 - a \$1,000 valuation would result in a \$20.50 building permit;
 - a \$1,500 valuation would result in a \$28 building permit; and
 - a \$2,000 valuation would result in a \$35.50 building permit.
- Valuations from \$2001 to \$25,000 are \$35.50 for the first \$2000 plus \$8 for each additional \$1000 or fraction thereof. For example:
 - a \$5000 valuation would result in a \$59.50 building permit;
 - a \$10,000 valuation would result in a \$99.50 building permit; and
 - a \$25,000 valuation would result in a \$219.50 building permit.
- See Page 4 for the entire building permit sliding scale for fees on values above \$25,000.
- These sliding scale fees are less than unincorporated Johnson County which also charges a fixed plans review fee of \$50 for residential building permits.
- For the first 3 months of 2020, staff has received 12 residential building permits. See the chart on page 5 for the breakdown of type and permit valuation.

- Staff recommends that the flat rate \$50 fee for maintenance type items (Basic Fuel Code, Plumbing Code, Mechanical Code and Electrical Code) be reduced to \$25 for seniors 60 and over.
- Staff recommends that the sliding scale fee not be reduced at this time due to the staff time required to review the plans and perform inspections.

Attachments: Permit fee valuation scale and 2020 residential permits issued to date.

Permit Fees – Residential Building

<i>Total Valuation</i>	<i>Fee</i>
\$1 to \$500	\$13
\$501 to \$2,000	\$13 for first \$500.00 plus \$1.50 for each additional \$100.00 or fraction thereof, to and including \$2,000
\$2,001 to \$25,000	\$35.50 for the first \$2,000.00 plus \$8.00 for each additional \$1,000 or fraction thereof, to and including \$25,000.
\$25,001 to \$50,000	\$219.50 for the first \$25,000 plus \$6.50 for each additional \$1,000 or fraction thereof, to and including \$50,000.
\$50,001 to \$100,000	\$381.00 for the first \$50,000 plus \$4.00 for each additional \$1,000 or fraction thereof, to and including \$100,000.
\$100,001 to \$500,000	\$582.00 for the first \$100,000 plus \$3.00 for each additional \$1,000 or fraction thereof, to and including \$500,000.
\$500,000 and up	\$1782.00 for the first \$500,000 plus \$2.00 for each additional \$1,000 or fraction thereof.

2020 Residential Permits issued to date:

Number of Permits	Type	Valuation	Permit Cost
7	Re Roof Permits	\$4,969 - \$12,886	\$59.50 - \$123.50
1	Solar Panel Install	\$30,000	\$252.00
1	Carport Finish	\$500	\$13.00
1	Electrical	\$300	\$50
1	Foundation Repair	\$3,000	\$43.50
1	Sewer Repair	\$3,200	\$50

City Council Action Item

Council Meeting Date: April 23, 2020

Department: Administration

Agenda Item: Consider the 2019 Audit of Financial Statements as Presented by Varney & Associates

Background/Description of Item:

On May 10, 2018, City Council approved a contract with Varney & Associates, CPAs, LLC, for the audit of the 2018, 2019 and 2020 financial statements. The 2019 Audit of Financial Statements is now complete.

The objective of the audit is the expression of an opinion as to whether the City's financial statements are fairly presented, in all material respects, in conformity with the Kansas prescribed basis of accounting. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. The auditors perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws and governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity.

The audit procedures include tests of documentary evidence supporting the transactions recorded in the accounts and may include direct confirmation of certain assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. The audit also includes obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures.

A representative from Varney & Associates will present their findings to the City Council on April 23, 2020. The final Audit of Financial Statements will be presented to City Council that evening.

Related Ordinance(s) or Statue(s): K.S.A. 44-1030

Funding Source: N/A

Budget Allocated: N/A

x Karen E. Kindle

Finance Director Approval: Karen Kindle, Finance Director

Recommendation: Accept the 2019 Audit of Financial Statements as presented by Varney & Associates, CPAs, LLC.

Enclosed: Copies of the Audit Report will be available the evening of the meeting.

Prepared by: Karen Kindle, Finance Director

CITY OF EDGERTON, KANSAS

COUNCIL AGENDA ITEM

Council Meeting Date: April 23, 2020

Agenda Item: Resolution Setting Public Hearing

Subject: Edgerton Homestead Lane Retail TIF District
Project Plan A1

Summary:

On August 22, 2019, the City created the Homestead Lane Retail TIF District on property generally located at the northeast and northwest corners of Interstate 35 and Homestead Lane (the “District”). Pursuant to an Amended and Restated Development Agreement with My Store III Inc. (the “Developer”), the City agreed to consider a TIF project plan for the redevelopment of 12.162 acres located in the northeast corner of Interstate 35 and Homestead Lane (the “Project Plan Area”) that is within the District.

The Developer proposes to construct a truck stop, truck parking, truck maintenance facility, truck wash, restaurants, and associated infrastructure improvements on the Project Plan Area. The City proposes to construct an interchange and other necessary public infrastructure improvements. Together, these improvements are referred to as “Project Plan A1.”

In order to create a project plan within a TIF District, the City needs to take the following actions:

1. Prepare a feasibility study;
2. Prepare a project plan;
3. Have the project plan considered by the Planning Commission;
4. Set a date for a public hearing on the project plan;
5. Notify the county, school district and property owners and publish notice of the public hearing; and
6. Approve an ordinance creating the project plan.

The City has caused a feasibility study to be prepared by Columbia Capital. The City has also caused Project Plan A1 to be prepared.

On April 14, 2020, the Edgerton Planning Commission approved a resolution finding that Project Plan A1 is consistent with the intent of the comprehensive plan for development of the City.

The City now needs to set a date for the public hearing on Project Plan A1. The resolution sets May 28 as the date for the public hearing.

RESOLUTION NO. 04-23-20A

A RESOLUTION PROVIDING FOR NOTICE OF A PUBLIC HEARING TO CONSIDER ADOPTION OF REDEVELOPMENT PROJECT PLAN A1 FOR THE HOMESTEAD LANE RETAIL TIF DISTRICT

WHEREAS, on August 22, 2019, pursuant to K.S.A. 12-1770 *et seq.*, as amended (the “Act”), and Ordinance No. 2021 of the City of Edgerton, Kansas (the “City”), and in order to promote, stimulate and develop the general and economic welfare of City, the Governing Body established a redevelopment district generally located at the northeast and northwest corners of Interstate 35 and Homestead Lane referred to as the Homestead Lane Retail TIF District (the “District”); and

WHEREAS, the Governing Body desires to consider adoption of Redevelopment (TIF) Project Plan A1 (“Project Plan A1”) in accordance with the Act, which provides for the redevelopment of 12.162 acres located in the northeast corner of Interstate 35 and Homestead Lane (the “Project Plan A1 Area”) by constructing a truck stop, truck parking, truck maintenance facility, truck wash, restaurants, and associated infrastructure improvements (the “Private Project”); and

WHEREAS, a feasibility study was completed which indicates the benefits derived from Project Plan A1 are significant; and

WHEREAS, on April 14, 2020, the City Planning Commission reviewed Project Plan A1 and passed a resolution finding that Project Plan A1 is consistent with the intent of the comprehensive general plan for the development of the City;

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

Section 1. A public hearing to consider adoption of Project Plan A1 shall be held at the City Council meeting on May 28, 2020, at 7:00pm, or as soon thereafter as practical, at the Edgerton Community Building, 404 E. Nelson Street, Edgerton, Kansas.

Section 2. The boundaries of the District are set forth in **Exhibit A**.

Section 3. The boundaries of the Project Plan A1 Area that is the subject of Project Plan A1 is set forth in **Exhibit B**. A sketch depicting the Project Plan A1 Area to be redeveloped as Project Plan A1 is attached as **Exhibit C**.

Section 4. Project Plan A1, including the feasibility study and a description and map of the area to be redeveloped, are available for inspection during regular business hours in the office of the City Clerk. Because no relocation is required by the Project Plan, no relocation assistance plan is included, and there are no financial guarantees of prospective developers.

SECTION 5: The City Clerk shall mail a copy of this Resolution and a copy of Project Plan A1 by certified mail, return receipt requested, to the Board of County Commissioners of Johnson County, Kansas, and the Board of Education of Unified School District No. 231, Johnson County, Kansas. The City Clerk shall also mail copies of the above by certified mail to each owner and occupant of land within the Project Plan A1 Area not more than 10 days following the date of adoption of this Resolution.

SECTION 6: This Resolution shall be published by the City Clerk once in the official City newspaper not less than one week or more than two weeks preceding the date fixed for the public hearing.

Section 7. This Resolution shall be in full force and effect from and after its adoption.

ADOPTED this 23rd day of April, 2020.

CITY OF EDGERTON, KANSAS

[SEAL]

By: _____
Mayor

ATTEST:

City Clerk

Approved as to form:

Scott W. Anderson
Economic Development Counsel

EXHIBIT A

LEGAL DESCRIPTION OF HOMESTEAD LANE RETAIL REDEVELOPMENT DISTRICT

Kansas Uniform Parcel # 046-202-09-0-10-01-009.02-0

TRACT I:

All that part of the Southeast Quarter of Section 9, Township 15, Range 22, Johnson County, Kansas, described as follows: Commencing at the Northeast corner of the Southeast Quarter of Section 9; thence North 89 degrees 50 minutes 55 seconds West, along the North line of the Southeast Quarter of said Section 9, 150 feet to the point of beginning, said point being on the Northerly right-of-way line of I-35 Highway; thence South 0 degrees 34 minutes 28 seconds East, along the Northerly right-of-way line of said I-35 Highway, 278.50 feet; thence South 54 degrees 55 minutes 40 seconds West, along the Northerly right-of-way line of said I-35 Highway, 255.31 feet; thence South 61 degrees 00 minutes 19 seconds West, along the Northerly right-of-way line of said I-35 Highway, 100.51 feet; thence South 55 degrees 17 minutes 10 seconds West, along the Northerly right-of-way of said I-35 Highway, 300.00 feet; thence South 49 degrees 33 minutes 32 seconds West, along the Northerly right-of-way line of said I-35 Highway, 100.45 feet; thence South 55 degrees 17 minutes 10 seconds West, along the Northerly right-of-way line of said I-35 Highway, 332.33 feet; thence Southwesterly along the Northerly right-of-way line of said I-35 Highway on a curve to the Right having a radius of 22,768.30 feet, 1,865.80 feet, to a point on the West line of the Southeast Quarter of said Section 9; thence North 0 degrees 27 minutes 14 seconds West, along the West line of the Southeast Quarter of said Section 9, 1,904.32 feet to the Northwest corner of the Southeast Quarter of said Section 9; thence South 89 degrees 50 minutes 55 seconds East, 2,480.69 feet to the Point of Beginning, except those parts in streets or roads.

And except

A tract of land lying in the Southeast Quarter of Section 9, Township 15, Range 22, Johnson County, Kansas, being more particularly described as follows:

Commencing on the Northeast corner of the Southeast Quarter of said Section 9; thence North 89 degrees 50 minutes 55 seconds West, along the North line of the Southeast Quarter of said Section 9, 150.00 feet to the Northerly right-of-way line of I-35 Highway; thence along said Northerly right-of-way line South 00 degrees 34 minutes 28 seconds East, 278.50 feet; thence continuing along said Northerly right-of-way line South 54 degrees 55 minutes 40 seconds West, 255.31 feet; thence continuing along said Northerly right-of-way line South 61 degrees 00 minutes 19 seconds West, 100.51 feet; thence continuing along said Northerly right-of-way line South 55 degrees 17 minutes 10 seconds West, 300.00 feet; thence continuing along said Northerly right-of-way line South 49 degrees 33 minutes 32 seconds West, 21.40 feet to the point of beginning; thence continuing South 48 degrees 33 minutes 32 seconds West along said Northerly right-of-way line of I-35 Highway, 79.05 feet; thence continuing along said Northerly right-of-way line South 55 degrees 17 minutes 10 seconds West, 332.23 feet; thence Southwesterly, along said Northerly right-of-way line, along a curve to the Right, having a radius of 22,768.30 feet, a central angle of 04 degrees 41 minutes 43 seconds, 1,865.80 feet to the West line of the Southeast Quarter of Section 9; thence North 00 degrees 27 minutes 14 seconds West along said West line of the Southeast Quarter of Section 9, 1,242.01 feet; thence South 89 degrees 54 minutes 42 seconds East, 1,918.60 feet to the point of beginning, except that part in road and highway.

TRACT II:

Beginning at a point 679.74 feet West of the Southeast corner of the Northeast Quarter of Section 9, Township 15, Range 22, Johnson County, Kansas; thence North 330 feet; thence West 1320 feet; thence South 330 feet;

thence East 1320 feet to the point of beginning, except those parts in streets or roads.

And:

A tract of land in the South Half of the Northeast Quarter of Section 9, Township 15, Range 22, Johnson County, Kansas, being more particularly described as follows:

Beginning at a point 879.74 West and 330.00 feet North of the Southeast corner of the Northeast Quarter of Section 9, Township 15, Range 22, Johnson County, Kansas; thence West 1320.00 feet to the center of a cul-de-sac; thence North 330.00 feet along the center line of an access road; thence East 330.00 feet and along the center line of said access road; thence continuing East 990.00 feet; thence South 330.00 feet to the point of beginning, except that part thereof in streets, roads or public right-of-way.

Except:

All that part of the Northeast Quarter of Section 9, Township 15, Range 22, Johnson County, Kansas described as follows:

Commencing at the Southeast corner of the Northeast Quarter of said Section 9; thence North 89 degrees 50 minutes 55 seconds West along the South line of the Northeast Quarter of said Section 9, 879.74 feet to the true point of beginning; thence North 00 degrees 21 minutes 18 seconds West parallel to the East line of said Section 9, 680.00 feet; thence North 89 degrees 50 minutes 55 seconds West 980.53 feet; thence South 00 degrees 27 minutes 14 seconds East along the Easterly right-of-way line of Pepper Tree Lane, 25.00 feet; thence North 89 degrees 50 minutes 55 seconds West along the Southerly right-of-way line of Pepper Tree Lane, 300.00 feet; thence South 00 degrees 27 minutes 18 seconds East, 50.00 feet; thence South 89 degrees 50 minutes 55 seconds East, 350.00 feet; thence South 31 degrees 48 minutes 49 seconds East, 63.40 feet; thence South 01 degrees 02 minutes 55 seconds East, 107.74 feet; thence South 39 degrees 42 minutes 31 seconds West, 27.31 feet; thence South 12 degrees 18 minutes 34 seconds East, 32.12 feet; thence South 39 degrees 22 minutes 58 seconds East, 35.76 feet; thence South 88 degrees 39 minutes 55 seconds East, 48.26 feet; thence North 78 degrees 35 minutes 27 seconds East, 29.31 feet; thence North 53 degrees 35 minutes 10 seconds East, 26.17 feet; thence North 43 degrees 04 minutes 52 seconds East, 17.52 feet; thence South 51 degrees 56 minutes 36 seconds East, 76.15 feet; thence South 89 degrees 50 minutes 55 seconds East, 252.55 feet; thence South 00 degrees 21 minutes 18 seconds East, 330.00 feet; to a point on the South line of the Northeast Quarter of said Section 9; thence South 89 degrees 50 minutes 55 seconds East along the South line of the Northeast Quarter of said Section 9, 442.00 feet to the point of beginning.

Kansas Uniform Parcel # 046-202-09-0-10-01-001.00-0

The East One-Third (1/3) of the Northeast Quarter (NE 1/4) excluding that part in roads and Highways of Section 9, Township 15, Range 22, in the City of Edgerton, Johnson County, Kansas.

Kansas Uniform Parcel # 046-202-10-0-20-01-002.00-0

Part of the Northwest One-Quarter of Section 10, Township 15 South, Range 22 East of the 6th Principal Meridian, Johnson County, Kansas. Lying North of Highway 35 as now established, being more particularly described as follows:

Commencing at the Northwest corner of the Northwest 1/4, Section 10, Township 15 South, Range 22 East; thence South 02 degrees 03 minutes 46 seconds East along the West line of the said Northwest 1/4 a distance of 991.99 feet to a point; thence North 87 degrees 35 minutes 22 seconds East, 280.86 feet to the TRUE POINT OF BEGINNING; thence continuing North 87 degrees 35 minutes 22 seconds East, 362.18 feet to a point; thence South 02 degrees 03 minutes 46 seconds East, 342.19 feet (deeded 342.20 feet) to a point on the North line of the South 1/2 of the said Northwest 1/4; thence North 88 degrees 12 minutes 35 seconds East along the said North line, 1487.52 feet to a point on the Northwestern right-of-way of Highway I-35 as recorded in Book 201108, Page 001191; thence South 53 degrees 32 minutes 58 seconds West along the said highway right-of-way, 737.13 feet (decd 737.07 feet) to a point; thence South 64 degrees 51 minutes 34 seconds West along said highway right-of-way, 509.90 feet to a point; thence South 85 degrees 06 minutes 40 seconds West along said highway right-of-way, 821.52 feet to a point; thence North 10 degrees 04 minutes 47 seconds West along said highway right-of-way, 802.50 feet to a point; thence North 15 degrees 12 minutes 50 seconds East along said highway right-of-way, 141.15 feet to a point; thence North 88 degrees 57 minutes 08 seconds East along said highway right of way, 116.36 feet to a point; thence North 0 degrees 38 minutes 21 seconds West along said highway right-of-way, 76.41 feet to the TRUE POINT OF BEGINNING. Except part in road and highway.

Kansas Uniform Parcel # 046-202-10-0-20-01-001.00-0

The North Half of the Northwest Quarter of Section 10, Township 15, Range 22, in Johnson County, Kansas, and

The North 25 Acres of Southeast Quarter, Northwest Quarter Section 10, Township 15, Range 22, Johnson County, Kansas, and

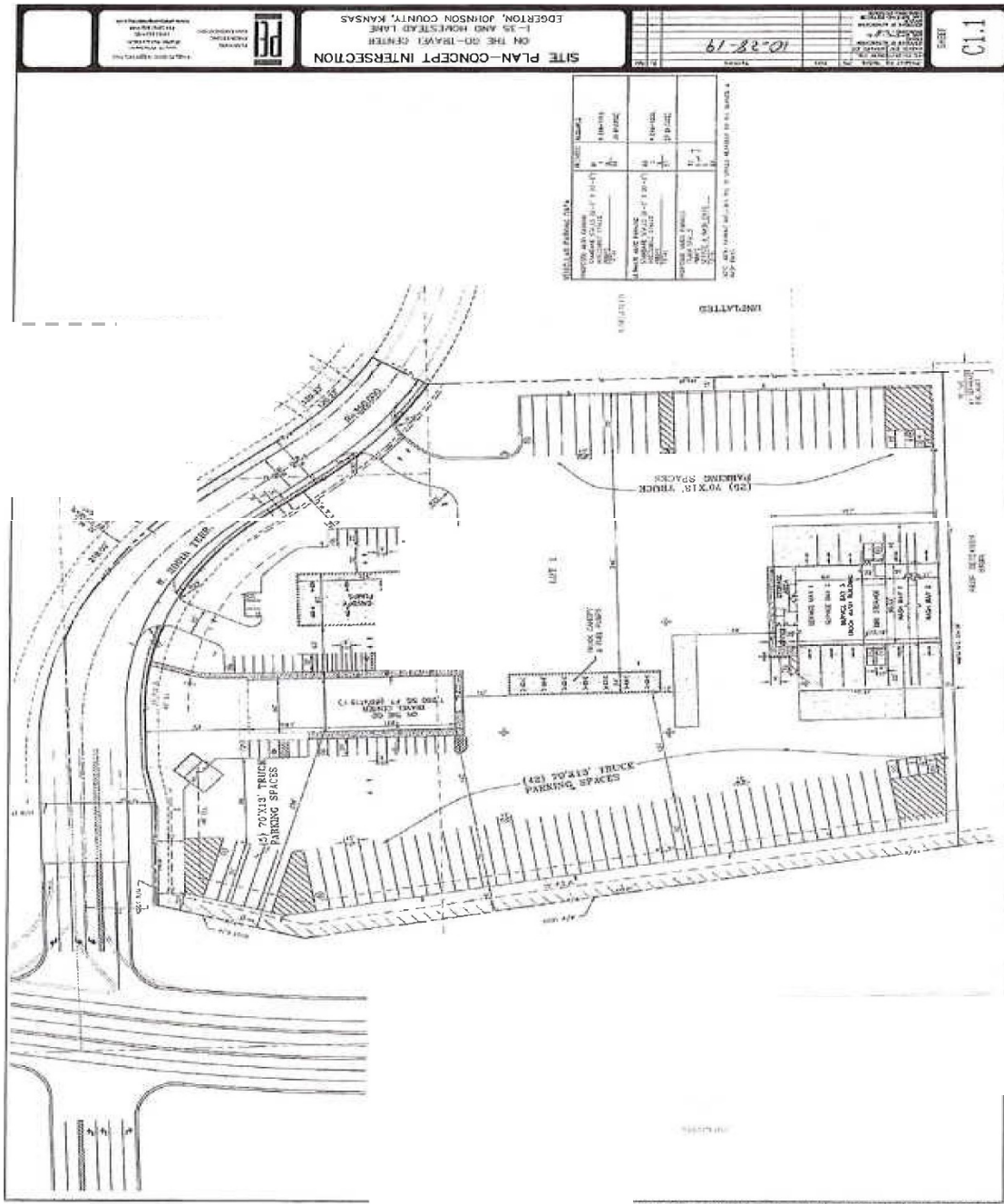
The West Half (W 1/2) of the South Half (S 1/2) of the Northwest Quarter (NW 1/4), and the South Fifteen Acres (S 15 Acres) of the East Half (E 1/2) of the South Half (S 1/2) of the Northwest Quarter of Section Ten (10), Township Fifteen (15) Range Twenty Two (22), Johnson County, Kansas, containing Fifty Five (55), acres, more or less, and

All of Lot 6 Except the South 514.50 feet of the east 121.7 feet; and except the South 145 feet of the West 100.3 feet of the East 222 feet of County Clerk's subdivision of the NW 1/4 of Section 7, Township 15, Range 22, in Johnson County, Kansas.

EXHIBIT B
LEGAL DESCRIPTION OF PROJECT PLAN A1 AREA

All that part of the NW 1/4 of Section 10, Township 15, Range 22, in Johnson County, Kansas, more particularly described as follows: Commencing at the Northwest corner of the NW 1/4 of said Section 10; thence S 2° 03' 46" E, along the West line of the NW 1/4 of said Section 10, a distance of 991.99 feet; thence N 87° 35' 22" E, a distance of 280.86 feet, to a point on the North right-of-way line of Interstate Highway No. 35, as established in the Warranty Deed recorded in Book 201108 at Page 001191, in the Office of the Register of Deeds, Johnson County, Kansas, said point also being the true point of beginning; thence continuing N 87° 35' 22" E, a distance of 185.94 feet; thence Easterly and Southeasterly, along a curve to the right having a radius of 390.00 feet, a central angle of 32° 01' 48" and whose initial tangent bearing is S 69° 47' 26" E, an arc distance of 218.02 feet, to the point of tangency; thence S 37° 45' 38" E, a distance of 93.64 feet, to a point of curvature; thence Southeasterly and Easterly, along a curve to the left having a radius of 320.00 feet and a central angle of 21° 31' 36", an arc distance of 120.23 feet; thence S 30° 41' 48" W, a distance of 59.41 feet, to a point on the North line of the South Half of the NW 1/4 of said Section 10; thence S 1° 47' 20" E, a distance of 638.10 feet, to a point on the North right-of-way line of said Interstate Highway No. 35; thence S 85° 06' 40" W, along the North right-of-way line of said Interstate Highway No. 35, a distance of 509.79 feet; thence N 10° 04' 47" W, along the North right-of-way line of said Interstate Highway No. 35, a distance of 802.50 feet; thence N 15° 12' 54" E, along the North right-of-way line of said Interstate Highway No. 35, a distance of 141.15 feet; thence N 88° 57' 08" E, along the North right-of-way line of said Interstate Highway No. 35, a distance of 116.36 feet; thence N 0° 38' 21" E, along the North right-of-way line of said Interstate Highway No. 35, a distance of 76.42 feet, to the true point of beginning, containing 12.162 acres, more or less.

Map of Boundaries of Project Plan A1 Area



**EDGERTON HOMESTEAD LANE RETAIL DISTRICT
REDEVELOPMENT (TIF) DISTRICT
PROJECT PLAN A1**

(On the Go Travel Plaza)

In accordance with K.S.A. 12-1770 *et seq.*, as amended (the “**Act**”), to promote, stimulate and develop the general and economic welfare of the city of Edgerton, Kansas (“**City**”), the Edgerton City Council adopted Ordinance No. 2021 on August 22, 2019, establishing a Redevelopment (TIF) District (the “**District**”). The District is legally described in attached **Exhibit A**. The City has identified multiple development projects located within the District.

The Act allows one or more TIF projects to be undertaken by a city within an established district and any such project plan may be implemented in separate development stages. To date, the City has not approved any TIF project plans in the District.

The City desires to establish Project Plan A1 as described herein (the “**Project Plan**”). The Project Plan will incorporate approximately 12.162 acres located in the northeast corner of Interstate 35 and Homestead Lane and is legally described on **Exhibit B** (the “**Project Plan Area**”). The Developer for the Project Plan is My Store III Inc., a Kansas corporation (the “**Developer**”). The Developer entered into an Amended and Restated Development Agreement with the City dated December 2, 2019 (“**Development Agreement**”) and, in accordance with the terms and conditions of the Development Agreement, the Developer will develop the Project Plan Area.

Anticipated within the Project Plan is construction of a truck stop, truck parking, truck maintenance facility, truck wash, restaurants, and associated infrastructure, all of which are more specifically described in **Section 5** herein (the “**Private Project**”).

The Project Plan shall extend for a period of twenty years from the date the Project Plan is approved by the City (the “**Project Plan Term**”). The incremental ad valorem property taxes (as defined by the Act) generated from the real property within the Project Plan Area during the Project Plan Term in excess of the amount of real property taxes collected for the base year assessed valuation shall constitute the “**TIF Revenues.**” In accordance with the Act and in cooperation with the Planning Commission, the City prepared the Project Plan.

1. Financial Feasibility.

Columbia Capital Management, LLC prepared a Financial Feasibility Study (“**Feasibility Study**”) for the Project Plan, a copy of which is attached hereto as **Exhibit E**. Projections on development in the Project Plan Area were provided by the Developer. The Feasibility Study incorporates a number of assumptions, including a constant mill levy of 118.567, which excludes the 20 mill school levy, the 8 mill school capital levy and the 1.5 State mill levy. The mill levy may vary each year of the TIF Term based on legislative

actions and budgetary decisions made by the individual taxing jurisdictions. The Feasibility Study also assumes property tax collection at 100%, Private Project completion by December 31, 2020, and a 0% annual increase in appraised valuation after the Private Project is fully constructed and stabilized.

The Developer will advance funds necessary to construct the Private Project and to pay the costs associated with the estimated and approved private TIF eligible reimbursable costs set forth generally on **Exhibit C** attached hereto (the “**Private TIF Reimbursable Costs**”). The Developer will subsequently be reimbursed with TIF Revenues received by the City on a “pay-as-you-go” basis. Such advances and reimbursements will be made in accordance with the terms of a Disposition and Development Agreement to be entered into between the City and the Developer (the “**DDA**”). The Private TIF Reimbursable Costs are set forth in more detail in the DDA. The City also identified various public reimbursable costs set forth generally on **Exhibit C** which include reimbursement for the cost associated with public infrastructure in, adjacent to or substantially for the benefit of the District (the “**Public TIF Reimbursable Costs**”), which costs are eligible for TIF reimbursement in accordance with the TIF District Plan and the terms of the DDA. Collectively, the Private TIF Reimbursable Costs and Public TIF Reimbursable Costs are referred to as the “**TIF Reimbursable Costs**”.

There is an estimated total of \$3,147,395 in TIF Reimbursable Costs identified with the Project Plan, but reimbursement of TIF Reimbursable Costs is dependent upon the amount of TIF Revenues generated within the Project Plan Area during the Project Plan Term and received by the City, and shall be paid in accordance with the amount, priority and duration set forth in the DDA. In no event will any TIF Reimbursable Costs be reimbursed in an amount that exceeds the amount of TIF Revenues available.

The Feasibility Study indicates that if projected development, assessed values and tax revenues are accurate, TIF Revenues will be sufficient to reimburse the Developer for a portion of the approved Private TIF Reimbursable Costs. Other revenue sources, including but not limited to private equity, are available to meet Private TIF Reimbursable Costs and other private development costs associated with the Private Project. TIF Reimbursable Costs must (1) be reasonably approved by the City in accordance with the terms of the DDA; (2) meet the definition of “redevelopment project cost” set out in K.S.A. 12-1770a(o), as amended; (3) be authorized in this Project Plan and in the TIF District Plan; and (4) be in compliance with the terms for reimbursement and prioritization described with particularity in the DDA.

The City has authorized a maximum reimbursement of \$1,440,362 to Developer for Private TIF Reimbursable Costs and anticipates reimbursing Developer for such Private TIF Reimbursable Costs incurred and paid by the Developer with available TIF Revenues generated during the twenty (20) year Project Plan Term. The Public TIF Reimbursable Costs total \$1,707,033 plus the annual TIF Administrative Fee and will be reimbursed to the City with available TIF Revenues in the time and priority set forth in the DDA. Based on the current projections and cash flow analysis contained in the Feasibility Study, it is determined that the Project benefits, TIF Revenues and other available revenues, exceed the TIF Reimbursable Costs, and that the TIF Revenues and other available revenue

sources, including private revenue sources for the private costs, should be sufficient to pay for such TIF Reimbursable Costs. For any improvements constructed by Developer in the Project Plan, the Developer is responsible for all expenses, including but not limited to, Private TIF Reimbursable Costs, even if they exceed the amount of available TIF Revenues. The City reserves the right to amend the specific approved TIF Reimbursable Costs, and the amount, duration and prioritization thereof, to conform to the provisions of the DDA. The City may also amend this Project Plan in accordance with state law and the DDA.

In summary, assuming the Project Plan approval in the second quarter of 2020 with construction commencing mid-year 2020 and complete by December 31, 2020, the City anticipates the ad valorem property tax increment will generate approximately \$2.1 million over the Project Plan Term (the “**Estimated Total TIF Revenue Projection**”). The Developer will be responsible for all expenses of Developer, including the Private TIF Reimbursable Costs, above the TIF Revenue generated from the Project Plan and allocated to the Private TIF Reimbursable Costs during the Project Plan Term. If the TIF Revenue does not meet the estimated total TIF Reimbursable Costs, the City shall be under no obligation to provide financial assistance to Developer beyond the TIF Revenues actually generated from the Project Plan Area in accordance with the distribution formula and term set out in the DDA. A summary of the feasibility assumptions and Estimated Total TIF Revenue Projection is included in **Exhibit E**.

2. Redevelopment District Plan and Redevelopment (TIF) Project Plan A1.

Redevelopment District Plan

The TIF District area includes the land within the City of Edgerton, Kansas as legally described on **Exhibit A**, but generally described as an area located at the northeast and northwest corners of Interstate 35 and Homestead Lane. The Redevelopment (TIF) District Plan for the Homestead Lane Retail TIF District contemplates development of truck stops, truck maintenance facilities, restaurants, hotels and other transportation and workforce related services (the “**Homestead TIF Projects**”). The Homestead TIF Projects serve The Logistics Park – Kansas City and the BNSF Railway Intermodal.

In accordance with the Homestead Lane Retail TIF District Plan, TIF increment may be used to pay for eligible project expenses within specific project areas for such items including, but not limited to, public infrastructure, land acquisition, site preparation, street improvements and their appurtenances, sidewalks, storm and sanitary sewers, utility improvements as permitted in the Act, parks, parking facilities, landscaping, water mains, storm water detention, sculptures and public art, and plazas.

Redevelopment (TIF) Project Plan A1

The Project Plan incorporates approximately 12.162 acres located in the northeast corner of Interstate 35 and Homestead Lane, all within the Homestead Lane Retail TIF District. The Project Plan Area is legally described in **Exhibit B**. The Project Plan consists of a truck stop, truck parking, truck maintenance facility, truck wash, restaurants, and

associated infrastructure improvements, all of which are more specifically described in **Section 5** herein.

3. Map of Redevelopment Project Plan Area.

A map of the Project Plan Area is attached as **Exhibit D**.

4. Relocation Assistance Plan.

No relocation is required with the Project Plan. Accordingly, there is no relocation assistance plan.

5. Description of the Buildings and Facilities Proposed to be Constructed or Improved.

The Private Project part of Project Plan A1 consists of a truck stop, convenience store, truck maintenance facility, truck wash and restaurants. Private TIF Reimbursable Costs incurred as a result of Project Plan A1 include, but are not limited to, land acquisition within the Project Plan area, architectural and engineering costs associated with the site improvements (but excluding all other vertical buildings to be owned or leased by the Developer), infrastructure improvements, site development, surface parking, lighting, landscaping, hardscape, utilities located within the right-of-way, sidewalks, and related site amenities (insofar as landscaping, hardscaping, utilities, sidewalks and related amenities are not contained in the Public Project Improvements), interest during construction and TIF Fee. The Private Project part of Project Plan A1 also consists of a public street, sidewalks, storm sewer, curbs, street lighting and sanitary sewer. The Private TIF Reimbursable Costs are described in more detail in the DDA.

The Public Project part of Project Plan A1 consists of certain public infrastructure improvements, adjacent to or substantially for the benefit of the District, including a new interchange and traffic signals (the “**Public Project Improvements**”). The Public TIF Reimbursable Costs are described in more detail in the DDA.

6. Other Relevant Information.

- a. Reimbursement of TIF Reimbursable Costs shall be made from ad valorem property tax increment (as defined in the Act) actually received by the City from the Project Plan Area and deposited into the special fund established by the City in accordance with K.S.A. 12-1778 (the “**Homestead Lane Project Plan Fund**”).
- b. If sufficient TIF Revenues are not available to pay all of the Private TIF Reimbursable Costs, the City is under no obligation to reimburse Private TIF Reimbursable Costs from any other public source. It is contemplated that TIF Reimbursable Costs also will be reimbursed by proceeds from a Community Improvement District that will be formed later.

- c. Prior to any reimbursement of Private TIF Reimbursable Costs, Developer and City shall enter into a separate, valid and enforceable DDA. A detailed description of all TIF Reimbursable Costs, and the procedure for distribution, reimbursement amount and priority of payment of the TIF Reimbursable Costs is set out in the DDA and consistent with the Project Plan.
- d. The City does not anticipate issuing TIF Bonds. Upon future request of Developer, the City shall reasonably consider any such request to issue TIF Bonds if the market can feasibly support such a bond issue and if the TIF Revenues and any other collateral provided for such TIF Bonds, provide reasonable assurance that the principal of and interest on the TIF Bonds will be paid on a timely basis. A decision on whether or not a TIF Bond issue is feasible and adequately secured will be the City's final decision and within the City's sole discretion. The City is under no obligation to issue TIF Bonds and makes no commitment to do so.

EXHIBIT A

LEGAL DESCRIPTION OF HOMESTEAD LANE RETAIL REDEVELOPMENT DISTRICT

Kansas Uniform Parcel # 046-202-09-0-10-01-009.02-0

TRACT I:

All that part of the Southeast Quarter of Section 9, Township 15, Range 22, Johnson County, Kansas, described as follows: Commencing at the Northeast corner of the Southeast Quarter of Section 9; thence North 89 degrees 50 minutes 55 seconds West, along the North line of the Southeast Quarter of said Section 9, 150 feet to the point of beginning, said point being on the Northerly right-of-way line of I-35 Highway; thence South 0 degrees 34 minutes 28 seconds East, along the Northerly right-of-way line of said I-35 Highway, 278.50 feet; thence South 54 degrees 55 minutes 40 seconds West, along the Northerly right-of-way line of said I-35 Highway, 255.31 feet; thence South 61 degrees 00 minutes 19 seconds West, along the Northerly right-of-way line of said I-35 Highway, 100.51 feet; thence South 55 degrees 17 minutes 10 seconds West, along the Northerly right-of-way line of said I-35 Highway, 300.00 feet; thence South 49 degrees 33 minutes 32 seconds West, along the Northerly right-of-way line of said I-35 Highway, 100.45 feet; thence South 55 degrees 17 minutes 10 seconds West, along the Northerly right-of-way line of said I-35 Highway, 332.33 feet; thence Southwesterly along the Northerly right-of-way line of said I-35 Highway on a curve to the Right having a radius of 22,768.30 feet, 1,865.80 feet, to a point on the West line of the Southeast Quarter of said Section 9; thence North 0 degrees 27 minutes 14 seconds West, along the West line of the Southeast Quarter of said Section 9, 1,904.32 feet to the Northwest corner of the Southeast Quarter of said Section 9; thence South 89 degrees 50 minutes 55 seconds East, 2,480.69 feet to the Point of Beginning, except those parts in streets or roads.

And except

A tract of land lying in the Southeast Quarter of Section 9, Township 15, Range 22, Johnson County, Kansas, being more particularly described as follows:

Commencing on the Northeast corner of the Southeast Quarter of said Section 9; thence North 89 degrees 50 minutes 55 seconds West, along the North line of the Southeast Quarter of said Section 9, 150.00 feet to the Northerly right-of-way line of I-35 Highway; thence along said Northerly right-of-way line South 00 degrees 34 minutes 28 seconds East, 278.50 feet; thence continuing along said Northerly right-of-way line South 54 degrees 55 minutes 40 seconds West, 255.31 feet; thence continuing along said Northerly right-of-way line South 61 degrees 00 minutes 19 seconds West, 100.51 feet; thence continuing along said Northerly right-of-way line South 55 degrees 17 minutes 10 seconds West, 300.00 feet; thence continuing along said Northerly right-of-way line South 49 degrees 33 minutes 32 seconds West, 21.40 feet to the point of beginning; thence continuing South 48 degrees 33 minutes 32 seconds West along said Northerly right-of-way line of I-35 Highway, 79.05 feet; thence continuing along said Northerly right-of-way line South 55 degrees 17 minutes 10 seconds West, 332.23 feet; thence Southwesterly, along said Northerly right-of-way line, along a curve to the Right, having a radius of 22,768.30 feet, a central angle of 04 degrees 41 minutes 43 seconds, 1,865.80 feet to the West line of the Southeast Quarter of Section 9; thence North 00 degrees 27 minutes 14 seconds West along said West line of the Southeast Quarter of Section 9, 1,242.01 feet; thence South 89 degrees 54 minutes 42 seconds East, 1,918.80 feet to the point of beginning, except that part in road and highway.

TRACT II:

Beginning at a point 679.74 feet West of the Southeast corner of the Northeast Quarter of Section 9, Township 15, Range 22, Johnson County, Kansas; thence North 330 feet; thence West 1320 feet; thence South 330 feet;

thence East 1320 feet to the point of beginning, except those parts in streets or roads.

And:

A tract of land in the South Half of the Northeast Quarter of Section 9, Township 15, Range 22, Johnson County, Kansas, being more particularly described as follows:

Beginning at a point 879.74 West and 330.00 feet North of the Southeast corner of the Northeast Quarter of Section 9, Township 15, Range 22, Johnson County, Kansas; thence West 1320.00 feet to the center of a cul-de-sac; thence North 330.00 feet along the center line of an access road; thence East 330.00 feet and along the center line of said access road; thence continuing East 990.00 feet; thence South 330.00 feet to the point of beginning, except that part thereof in streets, roads or public right-of-way.

Except:

All that part of the Northeast Quarter of Section 9, Township 15, Range 22, Johnson County, Kansas described as follows:

Commencing at the Southeast corner of the Northeast Quarter of said Section 9; thence North 89 degrees 50 minutes 55 seconds West along the South line of the Northeast Quarter of said Section 9, 879.74 feet to the true point of beginning; thence North 00 degrees 21 minutes 18 seconds West parallel to the East line of said Section 9, 680.00 feet; thence North 89 degrees 50 minutes 55 seconds West 980.53 feet; thence South 00 degrees 27 minutes 14 seconds East along the Easterly right-of-way line of Pepper Tree Lane, 25.00 feet; thence North 89 degrees 50 minutes 55 seconds West along the Southerly right-of-way line of Pepper Tree Lane, 300.00 feet; thence South 00 degrees 27 minutes 18 seconds East, 50.00 feet; thence South 89 degrees 50 minutes 55 seconds East, 350.00 feet; thence South 31 degrees 48 minutes 49 seconds East, 63.40 feet; thence South 01 degrees 02 minutes 55 seconds East, 107.74 feet; thence South 39 degrees 42 minutes 31 seconds West, 27.31 feet; thence South 12 degrees 18 minutes 34 seconds East, 32.12 feet; thence South 39 degrees 22 minutes 58 seconds East, 35.76 feet; thence South 88 degrees 39 minutes 55 seconds East, 48.26 feet; thence North 78 degrees 35 minutes 27 seconds East, 29.31 feet; thence North 53 degrees 35 minutes 10 seconds East, 26.17 feet; thence North 43 degrees 04 minutes 52 seconds East, 17.52 feet; thence South 51 degrees 56 minutes 36 seconds East, 76.15 feet; thence South 89 degrees 50 minutes 55 seconds East, 252.55 feet; thence South 00 degrees 21 minutes 18 seconds East, 330.00 feet; to a point on the South line of the Northeast Quarter of said Section 9; thence South 89 degrees 50 minutes 55 seconds East along the South line of the Northeast Quarter of said Section 9, 442.00 feet to the point of beginning.

Kansas Uniform Parcel # 046-202-09-0-10-01-001.00-0

The East One-Third (1/3) of the Northeast Quarter (NE 1/4) excluding that part in roads and Highways of Section 9, Township 15, Range 22, in the City of Edgerton, Johnson County, Kansas.

Kansas Uniform Parcel # 046-202-10-0-20-01-002.00-0

Part of the Northwest One-Quarter of Section 10, Township 15 South, Range 22 East of the 6th Principal Meridian, Johnson County, Kansas. Lying North of Highway 35 as now established, being more particularly described as follows:

Commencing at the Northwest corner of the Northwest 1/4, Section 10, Township 15 South, Range 22 East; thence South 02 degrees 03 minutes 46 seconds East along the West line of the said Northwest 1/4 a distance of 991.99 feet to a point; thence North 87 degrees 35 minutes 22 seconds East, 280.86 feet to the TRUE POINT OF BEGINNING; thence continuing North 87 degrees 35 minutes 22 seconds East, 362.18 feet to a point; thence South 02 degrees 03 minutes 46 seconds East, 342.19 feet (deeded 342.20 feet) to a point on the North line of the South 1/2 of the said Northwest 1/4; thence North 88 degrees 12 minutes 35 seconds East along the said North line, 1487.52 feet to a point on the Northwestern right-of-way of Highway I-35 as recorded in Book 201108, Page 001191; thence South 53 degrees 32 minutes 58 seconds West along the said highway right-of-way, 737.13 feet (deed 737.07 feet) to a point; thence South 64 degrees 51 minutes 34 seconds West along said highway right-of-way, 509.90 feet to a point; thence South 85 degrees 06 minutes 40 seconds West along said highway right-of-way, 821.52 feet to a point; thence North 10 degrees 04 minutes 47 seconds West along said highway right-of-way, 802.50 feet to a point; thence North 15 degrees 12 minutes 50 seconds East along said highway right-of-way, 141.15 feet to a point; thence North 88 degrees 57 minutes 08 seconds East along said highway right of way, 116.36 feet to a point; thence North 0 degrees 38 minutes 21 seconds West along said highway right-of-way, 76.41 feet to the TRUE POINT OF BEGINNING. Except part in road and highway.

Kansas Uniform Parcel # 046-202-10-0-20-01-001.00-0

The North Half of the Northwest Quarter of Section 10, Township 15, Range 22, in Johnson County, Kansas, and

The North 25 Acres of Southeast Quarter, Northwest Quarter Section 10, Township 15, Range 22, Johnson County, Kansas, and

The West Half (W 1/2) of the South Half (S 1/2) of the Northwest Quarter (NW 1/4), and the South Fifteen Acres (S 15 Acres) of the East Half (E 1/2) of the South Half (S 1/2) of the Northwest Quarter of Section Ten (10), Township Fifteen (15) Range Twenty Two (22), Johnson County, Kansas, containing Fifty Five (55), acres, more or less, and

All of Lot 6 Except the South 514.50 feet of the east 121.7 feet; and except the South 145 feet of the West 100.3 feet of the East 222 feet of County Clerk's subdivision of the NW 1/4 of Section 7, Township 15, Range 22, in Johnson County, Kansas.

EXHIBIT B
LEGAL DESCRIPTION OF PROJECT PLAN AREA

All that part of the NW 1/4 of Section 10, Township 15, Range 22, in Johnson County, Kansas, more particularly described as follows: Commencing at the Northwest corner of the NW 1/4 of said Section 10; thence S 2° 03' 46" E, along the West line of the NW 1/4 of said Section 10, a distance of 991.99 feet; thence N 87° 35' 22" E, a distance of 280.86 feet, to a point on the North right-of-way line of Interstate Highway No. 35, as established in the Warranty Deed recorded in Book 201108 at Page 001191, in the Office of the Register of Deeds, Johnson County, Kansas, said point also being the true point of beginning; thence continuing N 87° 35' 22" E, a distance of 185.94 feet; thence Easterly and Southeasterly, along a curve to the right having a radius of 390.00 feet, a central angle of 32° 01' 48" and whose initial tangent bearing is S 69° 47' 26" E, an arc distance of 218.02 feet, to the point of tangency; thence S 37° 45' 38" E, a distance of 93.64 feet, to a point of curvature; thence Southeasterly and Easterly, along a curve to the left having a radius of 320.00 feet and a central angle of 21° 31' 36", an arc distance of 120.23 feet; thence S 30° 41' 48" W, a distance of 59.41 feet, to a point on the North line of the South Half of the NW 1/4 of said Section 10; thence S 1° 47' 20" E, a distance of 638.10 feet, to a point on the North right-of-way line of said Interstate Highway No. 35; thence S 85° 06' 40" W, along the North right-of-way line of said Interstate Highway No. 35, a distance of 509.79 feet; thence N 10° 04' 47" W, along the North right-of-way line of said Interstate Highway No. 35, a distance of 802.50 feet; thence N 15° 12' 54" E, along the North right-of-way line of said Interstate Highway No. 35, a distance of 141.15 feet; thence N 88° 57' 08" E, along the North right-of-way line of said Interstate Highway No. 35, a distance of 116.36 feet; thence N 0° 38' 21" E, along the North right-of-way line of said Interstate Highway No. 35, a distance of 76.42 feet, to the true point of beginning, containing 12.162 acres, more or less.

EXHIBIT C
TIF Reimbursable Costs– Project Plan A1

The following items are estimated TIF eligible private and public costs for reimbursement with TIF Revenues generated from Project Plan A1. The priority and duration of reimbursement is set forth in the DDA.

Description of Expenditure		Reimbursement to:	Maximum Reimbursement
Eligible TIF Fees (excluding Annual Administrative Fee)		Developer ¹	\$14,403.62
Private TIF Reimbursable Costs paid by Developer, including:	Estimated Costs	Developer	\$4,143,271 ^{2,3}
a. Public Street Improvements	594,220		
b. Land Acquisition	850,000		
c. Site Work Improvements	1,869,051		
d. Parking	780,000		
e. Architecture and Engineering	50,000		
f. Annual Administrative TIF Fee (0.5% of annual TIF Revenues Reimbursed to Developer)	TBD		
Maximum Aggregate Private TIF Reimbursable Costs			\$1,440,362⁴
Public TIF Reimbursable Costs paid by City, including: The City's costs associated with public infrastructure improvements, adjacent to or substantially for the benefit of the District, including a new interchange and traffic signals	1,500,000	City	
Sanitary Sewer Easements	200,000	City	
TIF Study	7,033		
Maximum Aggregate Public TIF Reimbursable Costs			\$1,707,033
Maximum Aggregate TIF Reimbursable Costs (excluding the City Annual Administrative Fee which is TBD)			\$3,147,395

Notwithstanding any other provision of this Plan to the contrary, reimbursable expenditures shall at all times be consistent with the Act, including judicial interpretation of the Act.

¹ The TIF Fee is based upon 1% of the Private TIF reimbursable Costs in the estimated amount of \$1,440,362 (which amount represents the Total Private TIF Reimbursable Costs less the TIF Fee). This total excludes the Annual Administrative TIF Fee as it is TBD based upon eligible TIF Revenue disbursed. This sum shall be reimbursed to Developer if it has been paid by Developer and if not, it shall be deducted from the first Private TIF Reimbursable Cost payment (and thereafter until paid in full) and paid to the City.

- ² This amount includes sums which may be included in a subsequent Community Improvement District. At the time of certifying its costs to the City, Developer must elect the Project Plan and the incentive source for which it desires reimbursement and it shall not submit those same costs for reimbursement from any other reimbursement source.
- ³ The amount of the total Public TIF Reimbursable Costs does not include a sum for the Annual Administrative TIF Fee as this amount is to be determined as it is based upon the annual amount of TIF Revenues disbursed to Developer.
- ⁴ The Total Maximum Aggregate of TIF Reimbursable Costs does not include a sum for the Annual Administrative TIF Fee as this amount is to be determined as it is based upon the annual amount of TIF Revenues disbursed to Developer.

EXHIBIT D TIF PROJECT PLAN A1 AREA

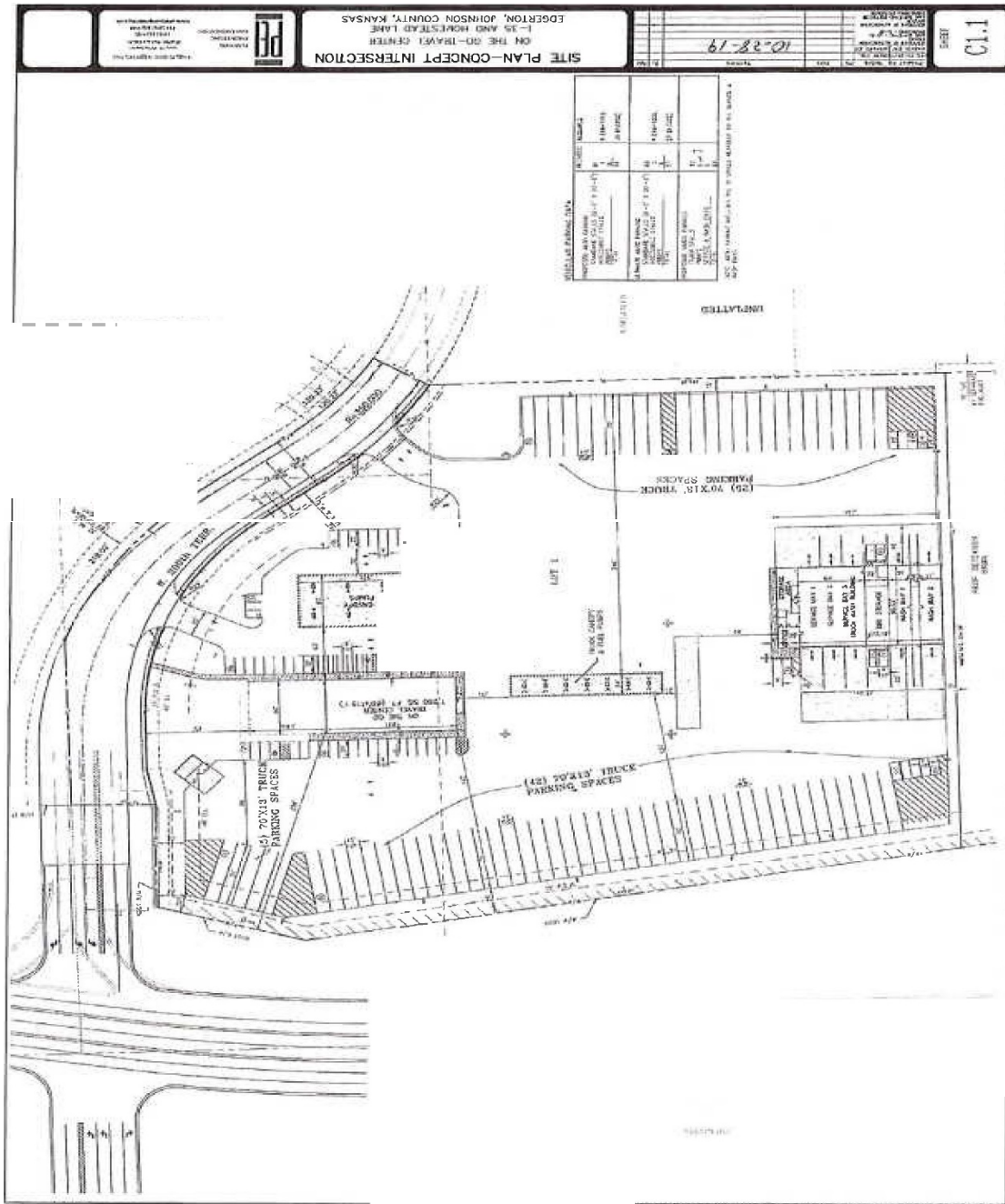


EXHIBIT E

FINANCIAL FEASIBILITY STUDY



City of Edgerton, Kansas

Edgerton Homestead Lane Tax Increment Financing District
Project Plan #A1

Financial Analysis | March 2020





Columbia Capital Management, LLC
6330 Lamar Avenue, Suite 200
Overland Park, Kansas 66202
913.312.8077

Jeff White
Managing Member
jwhite@columbiacapital.com

Columbia Capital is an SEC-registered investment adviser and a registered municipal advisor. Columbia Capital provides advice as a fiduciary to its clients.



INTRODUCTION

My Store III, Inc., a Kansas corporation (the “Developer”), requests the City of Edgerton (“City”) approve a tax increment financing project plan at the northeast corner of Interstate 35 and Homestead Lane in Edgerton (the “Plan”). The Plan would be the first project plan area within the Edgerton Homestead Lane Tax Increment Financing District, created by the City on August 22, 2019, (the “District”) and would result in the construction of a travel center with supporting commercial uses as more fully defined below (the “Project”). The Developer is in good standing as of March 20, 2020, according to the records of the Kansas Secretary of State.

The purpose of this financial analysis (the “Analysis”) is to satisfy the requirements of Kansas statutes related to the development of tax increment financing district (KSA 12-1770 *et seq.*), specifically the requirement found at KSA 12-1772(a)(1).

Tax increment financing (TIF) is a tool that allows a city to identify a defined geographic area within which certain taxes, including *ad valorem* property taxes, sales taxes and other revenues, may be captured for a period of limited duration and redirected to the payment or reimbursement of certain eligible project costs.

In Kansas, TIF is limited to a 20-year duration from the effective date of a project plan, capturing incremental property taxes (i.e., those net new taxes created by the development above base year levels) plus other taxes pledged by the City for capture at its discretion, including but not limited to sales taxes and other locally-levied taxes and fees.

The Plan contemplates the capture of 50% of incremental *ad valorem* property taxes for the full 20 years permitted by statute, up to a cap of \$1,440,362. The City further agreed to issue industrial revenue bonds to provide the Project with a sales tax exemption on construction labor and materials through the statutory industrial revenue bond (IRB) mechanism. We estimate the value of that exemption to be approximately \$400,000.

The Developer reports a \$10.8 million total development cost budget for the Project based upon the assumptions described herein.

RELATIONSHIPS

Columbia Capital Management, LLC (the “Financial Advisor”) is a registered municipal advisor and serves as the City’s financial advisor. The City engaged the Financial Advisor to provide a financial evaluation of the Plan and to make certain statutory findings. The Financial Advisor is not now, nor has ever been, engaged by the Developer or its related entities to provide it with similar services.

The Financial Advisor serves as a fiduciary to the City. The reader’s interests may vary from those of the City’s.

RELIANCE

This Analysis is not a projection of the likelihood of success of the project proposed in the Plan and as described more fully herein. In preparing this analysis, the Financial Advisor relied upon certain data and information supplied to it by the Developer, contained both in the Plan, delivered to the City and provided to it separately. Except where noted herein, the Financial Advisor has relied upon this data and information without independently verifying the veracity or reliability of such information. The Analysis may not be used except in the context of the City’s review of the Developer’s request for TIF incentives. The Analysis assumes all components of the Project are developed as described herein.

As with any work of this kind, the Analysis is almost exclusively forward-looking. The reader should note that small changes in modeling inputs could have significant impacts on modeled financial outcomes. The reader must consider this Analysis in light of contractual arrangements that the City would expect to undertake with the Developer to formalize the development components of the Plan and their anticipated timing for completion.

THE PROJECT

According to the Developer’s application for TIF, the Project includes:

- Truck stop with at least six diesel refueling stations and 16 regular fuel refueling stations
- Truck parking
- Bathrooms with showers
- Internal food preparation
- Convenience store
- Truck scales
- Truck maintenance facility
- Truck wash
- One in-store fast-food franchisee

The Project also includes required infrastructure to support the development, including work in the public right-of-way.

SOURCES OF FUNDS

The According to the Developer's lender, Mutual Savings Association, the sources of the funds for the Project are as follows:

SOURCE	
Equity	\$ 409,500
Bank Loan	10,374,000
TOTAL DEVELOPMENT COSTS	\$ 10,783,500

As the Developer has already acquired land equal to the amount of the equity contribution, the equity is already in place. The lender provided us with a conditional bank loan offer for the \$10.374 million construction loan.

DEVELOPMENT BUDGET AND PROJECT COST

The Developer's most recent project budget, provided to us on March 21, 2020, shows the following expected total development costs. We have estimated amounts that would be potentially eligible for reimbursement from TIF:

USE	TOTAL BUDGET	EST. TIF ELIGIBLE
Public Improvements		
Public Street	\$ 594,220	\$ 594,220
Acquisition & Site Preparation		
Land Acquisition	850,000	850,000
Site Work Improvements	1,869,051	1,869,051
Utilities	1,126,975	-
Parking	780,000	780,000
Vertical Construction		
Vertical Building Construction	3,281,927	-
Fuel Canopies & Equipment	1,150,000	-
FF&E	715,000	-
Soft Costs		
Architecture & Engineering	300,000	50,000
Transaction Costs		
Construction Interest	116,327	-
TOTAL DEVELOPMENT COSTS	\$ 10,783,500	\$ 4,143,271

Pursuant to the development agreement by and between the City and the Developer, TIF reimbursement is limited to \$1,440,362.

DEVELOPMENT SCHEDULE

We understand from the Developer that the Project will break ground immediately. The development agreement requires completion by the end of 2021.

OPERATING AND INCENTIVES PROJECTIONS

The Developer provided us with a third-party market study performed SFS Corporation and dated September 9, 2019 (the “Market Study”). The Market Study identifies likely non-fuel, stabilized retail sales at approximately \$3.8 million annually, not including sales from the fast food franchisee. Further, including all revenue sources, the Market Study projects strong net income from the Project each year, evidence that the Developer should have sufficient wherewithal to cover all operating costs plus annual debt service. The Developer projects post-completion assessed valuation of approximately \$3.7 million.

Developer Benefits. Because its TIF incentives will inure to the Developer over time as revenues are generated by the project, the Developer must provide for the full costs of the project upfront. TIF reimbursements become, in effect, non-operating income to the project to offset annual debt service costs.

The table below presents the Developer’s projected stabilized debt service coverage based upon the Market Study, Developer estimates of property tax valuation of the completed project and our estimates of likely incentive revenues:

DEBT SERVICE COVERAGE	
Net Operating Income	\$ 1,923,127
TIF Reimbursement	54,527
Total Available for Debt Service	\$ 1,977,654
Estimated Annual Debt Service	769,095
Estimated Debt Service Coverage	2.57x

Based upon the foregoing assumptions, and further assuming no growth in base assessed valuation or the sales tax base for the project, we project the TIF to generate approximately \$2.1 million over its life. According to the development by and between the City and the Developer, TIF incremental revenues will be split equally between the parties.

Incentive Proceeds Available for City Public Infrastructure Costs. In addition to its approximately \$1.0 million share of the TIF incremental revenues (again, assuming no assessed valuation growth over time, the City, with the consent of the Developer, will create a community improvement district (CID), the boundaries of which will be coterminous with the TIF. All CID revenues will be directed to public infrastructure costs related to the project. Based upon the Developer’s projections of retail sales for the project, applying a factor for non-taxable sales and assuming no growth in the sales tax base over time, we project the CID will generate approximately \$0.8 million over its life.

STATUTORY FINDINGS

Based upon our review of the information provided by the Developer, we find the following:

- the estimated total development costs of the Project are \$10,783,500
- this total development cost will be initially paid through a combination of Developer equity and private financing, each of which are in place

- the Developer's projected net operating income from the Project at stabilization, including the benefit of TIF reimbursement, exceeds its expected costs of servicing the debt in that year and each subsequent year

As such, the Plan's benefits and TIF revenue and other available revenues under subsection (a)(1) of K.S.A. 12-1774, and amendments thereto, are expected to exceed or be sufficient to pay for the Plan's project costs. The Plan will have no effect on any outstanding special obligation bonds payable from the revenues described in K.S.A. 12-1774(a)(1)(D), and amendments thereto.

City Council Action Item

Council Meeting Date: April 23, 2020

Department: Public Works

Agenda Item: Consider Using Johnson Counties Cooperative Contract Language to Utilize Max Rieke Bros. and Updike Paving Corp. for the Construct Phase I of the 56 Highway Multi-Use Trail

Background/Description of Item:

In 2019, the City of Edgerton completed the design of the Highway 56 Trail Project. City Council allocated a total of \$150,000 for the total Highway 56 Trail project. In September 2019, the City held a public letting where six (6) contractor provided bids. The bid tabulation is outlined below.

	Base Bid (concrete)	Alternate #1 (asphalt)	Base Bid w/Alt. #1
Engineer's Est.	\$217,617	\$(48,425)	\$233,192
Bryant & Bryant Construction, Inc.	\$261,865.50	No Bid	N/A
Pyramid Contractors, Ins.	\$282,272.60	\$(20,629.05)	\$261,643.55
Mega Industries Corporation	\$301,702	\$9,685	\$311,387
Cohorst Enterprises, Inc.	\$307,658.70	\$(63,921)	\$243,738.70
Miles Excavating, Inc.	\$365,818.53	\$(14,914.90)	\$350,903.63
Kansas Heavy Construction LLC.	\$432,400.60	\$3,874	\$436,274.60

After the bid opening in September 2019, City Council rejected the bids due to costs significantly over budget. Staff was directed to look for options such as phasing this project with other projects, look for cooperative purchasing options and any other cost saving measures available.

Asphalt vs. Concrete

During the design phase of the 56 Highway Multi-Use Trail project, staff looked at the option for both constructing the trail out of Asphalt or Concrete. The typical section used in the Project Manual was 6" of concrete reinforced with fibermesh and the alternate was 8" of asphalt. At this time staff pursued the base bid for the concrete section. These sections of pavement will provide similar life spans, however; the maintenance activities will be different.

Concrete

- Life span of well-maintained concrete can be 25 years.
 - Preventative Maintenance: Annually
 - Minimal maintenance activities – Sweeping and cleaning after winter operations.
 - Maintenance: Between years 6 & 7
 - Joint Sealant: removal and replacement
 - Localized Repair
 - Major Maintenance: Year 15 and beyond.
 - Panel Replacement
 - Reconstruction
 - At the point that previous maintenance activities designate

Asphalt

- Life span of well-maintained asphalt can be 25 years.
 - Preventative Maintenance – Annually or Bi-annually
 - Crack sealing.
 - Localized patching both surface and full depth
 - Maintenance: Between years 6 & 7
 - Crack Sealing prior to surface treatment
 - Major Patching Activities prior to surface treatment
 - Surface treatment
 - Slurry Seal, Chip Seal or similar
 - Major Maintenance: between year 13 to 15
 - Overlay or Mill & Overlay
 - UBAS if applicable
 - Reconstruction:
 - At the point that previous maintenance activities designate

While these designs offer similar pavement life span, the asphalt will require more ongoing maintenance. This additional maintenance will be conducted in-house by staff and can be lumped in with annual street maintenance program.

Cooperative Bidding

Working with Johnson County Parks and Recreation we have access to cooperative purchasing for Asphalt Trail work. This includes hourly cost for site work and the asphalt trail paving. This is similar to what was used to complete the reconstruction of the Martin Creek Park Trail in 2018. Using the cost breakdown from the Martin Creek Park Project in 2018 and recent estimates by the contractor, we have built a basic cost structure. Basic estimates are outlined below.

Phase I Highway 56 Trail Project Details:

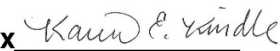
- **Trail Design:** 6" Asphalt Trial design with 6" of aggregate base and 10 feet geo textile fabric.
- **Project Location:** South side of 56 Highway, from 1st Street to Edgerton Elementary School drive (approximately 1123 Linear Feet).
- **Project Cost Breakdown:** \$80,000
 - \$50,000 (Sitework \$22,500 / Asphalt \$28,000)
 - \$30,000 (estimate for a couple of construction elements outside of the scope of the cooperative purchasing agreement with Johnson County). Includes a fire hydrant relocation and a low water crossing structure for the creek crossing at the Dollar General Property. Staff used local contractors to prepare an estimate for the cost for these elements.
 - Total allocated budget for this portion of the project was \$85,300

Staff continues the condemnation process to secure the necessary easements for Phase II (Edgerton Elementary west to West 8th Street). Once easements have been acquired, staff will bring forward Phase II for council consideration of construction.

Related Ordinance(s) or Statue(s):

Funding Source: CIP Budget – LPKC Phase 1 Maintenance Fee

Budget Allocated: \$85,300

x 

Finance Director Approval: Karen Kindle, Finance Director

Recommendation: Consider Using Johnson Counties Cooperative Contract Language to Utilize Max Rieke Bros. and Updike Paving Corp. for the Construct Phase I of the 56 Highway Multi-Use Trail

Enclosed: Johnson County Notice of Award – Updike Paving, Contract#PRK-2017-015-01
Johnson County Notice of Award – Max Rieke & Bros., Contract#PRK-2018-022

Prepared by: Dan Merkh, Public Works Director



JOHNSON COUNTY
Park & Recreation
District

**BOARD OF PARK &
RECREATION
COMMISSIONERS
2017**

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Nancy Wallerstein, *Vice Chair*
Steven Baru, *Secretary*
Chris Carroll, *Treasurer*
George J. Schlagel,
Asst. Secretary, Asst. Treasurer
Michael Pirner, *Board Member*
Leslee Rivarola, *Board Member*
Steven C. Klika, *BOCC Member*

EXECUTIVE DIRECTOR
Jill Geller

OUR MISSION
Enhance the quality of life in
Johnson County by providing
high-quality parks, services and
recreation programs.

**JCPRD ADMINISTRATION
SHAWNEE MISSION PARK**

7900 Renner Road
Shawnee Mission, KS 66219

913-438-7275(PARK)



**BOARD OF COUNTY
COMMISSIONERS**

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Ronald L. Shaffer, *First District*
James P. Allen, *Second District*
Steven C. Klika, *Third District*
Jason Osterhaus, *Fourth District*
Michael Ashcraft, *Fifth District*
Mike Brown, *Sixth District*

September 26, 2017

Updike Paving Corporation
Attn: Shawn Updike, President
22613 W. 50th Street
Shawnee, KS 66226
913-851-9988 tel
913-851-9989 fax

RE: Notice of Award – 2017 Misc Asphalt Work – IDIQ,
Bid Request# PRK 2017-015, Contract# PRK 2017-015-01

Dear Mr. Updike,

The Johnson County Park and Recreation Board of Commissioners accepted and approved your unit bids for the above-referenced project at their regular Board meeting on September 20, 2017. You will be the Primary Contractor.

Item #1 - Provide and Install 3" depth BM-2 (single lift) per SY	<u>\$9.90</u>
Item #2 - Provide and Install 4" depth BM-2 (single lift) per SY	<u>\$13.30</u>
Item #3 - Provide and Install 4" depth BM-2B + 2" depth BM-2 per SY	<u>\$18.97</u>
Item #4 - Provide and Install 6" depth AB-3 per SY	<u>\$8.90</u>
Item #5 - Provide and Install 2" Overlay 2" depth BM-2 per SY	<u>\$7.10</u>
Item #6 - Demolish and Dispose of existing asphalt Per SY	<u>\$5.50</u>
Item #7 - Saw cut (for demolition) Existing Pavement per LF	<u>\$1.70</u>
Item #8 - Cold Mill 2" depth pavement & Prep for Overlay per SY	<u>\$3.54</u>
Item #9 - Mobilization & Demobilization – per Dispatch Order	<u>\$950</u>

The prices are established based upon the August 2017 KDOT Computed Monthly Asphalt Material Index, which is 330 Dollars / Short Ton.

Please forward a certificate of insurance to JCPRD per the bid specifications prior to the start of your first job.

Jim Wilson, Cliff Middleton, or Megan Merryman will be your contacts for most projects related to this bid. We can be reached in the Park Planning Office at (913) 438-7275 if you have any questions. You may also be contacted by Bill Maasen, Superintendent of Parks and Golf Courses or any of the park managers for some projects.

We look forward to working with you on this project. Please feel free to contact me if you have any questions.

Sincerely,


Jim Wilson
Project Manager, JCPRD

Attachment: Bid Tabulation Sheet
Executed / Authorized Bid Proposal Form

BID PROPOSAL

JOHNSON COUNTY PARK AND RECREATION DISTRICT
7900 Renner Road, Shawnee, Kansas 66219

The undersigned proposes to furnish to the Johnson County Park and Recreation District the item(s) Bid on below in accordance with the attached Terms & Conditions and Bid Specifications. The sealed Bids will be accepted by JCPRD at JCPRD's Administration Office located at 7900 Renner Road, Shawnee, Kansas, **until 2:00 P.M. on Tuesday, August 29, 2017.**

2017 MISC ASPHALT WORK -IDIQ

Upon submitting a Bid, the Bidder agrees to comply with all applicable laws governing Contract labor in the State of Kansas.

<u>ITEM</u>	<u>UNIT PRICE</u>	<u>ESTIMATED QUANTITY</u>
Item#1 – Provide and Install 3" depth BM2 (single lift) Per Square Yard	<u>9.90</u>	5,000 SY
Item#2 – Provide and Install 4" depth BM2 (single lift) Per Square Yard	<u>13.30</u>	3,000 SY
Item#3 – Provide and Install 4" depth BM2B + 2" depth BM2 (6" total depth) Per Square Yard	<u>18.97</u>	1,000 SY
Item #4 – Provide and Install 6" depth AB3 Per Square Yard	<u>8.90</u>	500 SY
Item #5 – Provide and Install 2" depth BM2 Asphalt Overlay Per Square Yard	<u>7.10</u>	4,000 SY
Item #6 – Demolish and Dispose of Existing Asphalt Pavement Per Square Yard	<u>5.50</u>	500 SY
Item #7 – Sawcut (for demolition) Existing Pavement Per Lineal Foot	<u>1.70</u>	500 LF
Item #8 – Cold Mill 2" depth pavement and Prep for Asphalt Overlay Per Square Yard	<u>3.54</u>	500 SY
Item #9 – Mobilization & Demobilization Per Dispatch Order (Item #9 is a single combined pay item for both arrival and departure from a Job)	<u>950</u>	EA Per Job

ESTIMATED QUANTITIES: The quantities indicated on the Bid Sheet are estimated only. Any Contract entered into will be of the "open end" type. The Contractor will deliver such quantities as may be ordered, and the Contract shall be binding only for the actual quantities ordered during the Contract period. Orders will be issued throughout the Contract period as needs are determined.

REFERENCES: Bidders shall submit with their Bid a resume of past experience complete with references.

The undersigned Bidder acknowledges Addenda Nos. 1 to 2 inclusive, have been received and considered in the preparation of this proposal.

The Bidder hereby certifies that this Bid is genuine and is not made in the interest of or on behalf of any undisclosed person, firm, or corporation that the Bidder has not sought, by collusion or otherwise, to obtain for himself an advantage over any other Bidder.

Bid Proposal Submitted by:

Updike Paving Corp.
(Name of Partnership, Corporation, or Individual)

Shawn Updike
(Name of Authorized Representative)

Pres.
(Title of Authorized Representative)

[Signature] 8/28/17
(Signature of Authorized Individual) (Date)

PO Box 860412 7211 Douglas Ave.
(Street Address)

Shawnee, Ks. 66286 Kansas City, Ks. 66106
(City, State, Zip Code)

913-851-9988
(Telephone)

913-851-9989
(Fax)

Bid Acceptance by JCPRD:

[Signature] 9/20/2017
Paul Snider, Chair JCPRDBOC (Date)

Approved as to Form:

[Signature]
Ernest C. Ballweg, JCPRD Legal Counsel
This section is optional.

Does not affect bid award.

COOPERATIVE PURCHASING BY OTHER INSTITUTIONS UNDER THIS CONTRACT

If Johnson County awarded you the proposed contract, would you sell under the prices and terms of this contract to any Municipal, County Public Utility, Hospital, or Educational Institution having membership in the Mid-America Council of Public Purchasing and located within the Greater Kansas

City Metropolitan Trade Area? (All deliveries shall be F.O.B. Destination and there shall be no obligations on the part of any member of said Council to utilize this contract).

(Check one) Yes ☒ No ☐

Initials SH

PURCHASING CARD PAYMENTS:

Does your firm or agency allow for the payment of goods or services via purchasing cards, typically Visa or Mastercard?

YES ☐ NO ☒

INITIALS: SH

Johnson County Park & Recreation District

BID TABULATION

Project Name: 2017 MISCELLANEOUS ASPHALT WORK IDIQ

Bid Request Number: PRK-2017-015

JCPRD Administration Building, 7900 Renner Road, Shawnee, Kansas

Bid Opening Date/Time: Tuesday, August 29, 2017 at 2:00 pm

Company	Item #1	Item #2	Item #3	Item #4	Item #5	Item #6	Item #7	Item #8	Item #9	Acknow Addenda 1-2
Advanced Asphalt Paving and Concrete	10.33	13.76	24.65	13.50	7.55	16.00	2.50	16.50	3000.00	yes
Blacktop Paving Maintenance Inc.	12.40	15.60	25.20	8.30	7.75	20.30	2.20	13.00	1000.00	yes
McAnany Construction	18.00	22.00	30.00	22.00	14.00	16.00	10.00	6.00	1000.00	no acknow
Superior Bowen Asphalt Company	10.50	13.50	20.00	8.50	8.25	10.00	1.50	3.00	900.00	yes
Udike Paving Corporation	9.90	13.30	18.97	8.90	7.10	5.50	1.70	3.54	950.00	yes
SUPERINTENDENT's Estimate	12.50	16.56	24.25	10.40	9.00	18.00	3.50	5.00	1500.00	

List of Bid Items

- Item #1 - Provide and Install 3" depth BM2 (single lift) per square yard
- Item #2 - Provide and Install 4" depth BM2 (single lift) per square yard
- Item #3 - Provide and Install 4" depth BM2B + 2" depth BM2 (6" total depth) per square yard
- Item #4 - Provide and Install 6" depth AB3 per square yard
- Item #5 - Provide and Install 2" depth BM2 asphalt overlay per square yard
- Item #6 - Demolish and Dispose of existing asphalt pavement per square yard
- Item #7 - Sawcut (for demolition) existing pavement per lineal foot
- Item #8 - Cold Mill 2" depth pavement and prep for asphalt overlay per square yard
- Item #9 - Mobilization and demobilization per dispatch order

STAFF RECOMMENDATION:

Staff recommend accepting bids from Udike Paving Corporation as the Primary Contractor on all items.

In addition, staff recommend accepting all bids submitted by Superior Bowen Asphalt Company as a Supplementary Contractor.

In addition, staff recommend accepting bids 1,2,4,5,7, and 9 submitted by Blacktop Maintenance Inc. as a Supplementary Contractor.



Updike Paving Corp.
P.O. Box 860412
Shawnee, Ks. 66286

Phone: 913-851-9988
Fax: 913-851-9989

September 9th, 2019

Johnson County Park and Recreation District
7900 Renner Road
Shawnee, Ks. 66219

Attn: Jim Wilson

Re: 2017 Misc. Asphalt Work:

Dear Ms. Geller,

Updike Paving Corp. would like to extend the 2017 JCPRD Miscellaneous Asphalt Work Contract, Bid Request Number: 2017-015-01, per the Option to Renew Contract clause, for an additional 12 month term, ending September 09, 2020. The contract extension shall be the same rates, terms, and conditions of the Initial contract period, subject to the price increase/ decrease section of the contract pricing modifications.

Sincerely,

Shawn Updike
Updike Paving Corp.

A handwritten signature in dark ink, appearing to read "Noelle Testa".

7/30/19

NOELLE TESTA, CFO

JCPRD

BID FORM

Bid Request No. **PRK-2018-022**

JOHNSON COUNTY PARK AND RECREATION DISTRICT
7900 Renner Road, Shawnee, Kansas 66219

The undersigned proposes to furnish to the Johnson County Park and Recreation District, the item(s) below in accordance with the detailed specifications and plans:

Hourly Heavy Equipment Operator/Rental

The Bidder declares that the term-and-supply specifications, potential work locations, and conditions affecting the Work have been carefully examined, including availability of labor, materials, equipment and services and shall provide equipment rental and operation services at the price set forth below.

The undersigned Bidder proposes to provide rental and operation of heavy equipment as described in the specifications for each line item Price of:

Line Item (Equipment Type):	Unit Hourly Rate Equipment with Operator: (Supplier Bid Cost)
1. Caterpillar 627 Scraper	\$ 200.00
2. Caterpillar 277 Track Unloader	\$ 118.00
3. Caterpillar 140G Blade	\$ 140.00
4. Tandem Dump Truck, 13 Ton	\$ 100.00
5. Truck with End Dump Trailer, 22 Ton	\$ 115.00
6. Dump Truck – Articulated 6 x 6 Off-Road	\$ 140.00
7. Trackhoe 40,000 lb. w/ Breaker	\$ 250.00
8. Track Backhoe, 50,000 lb. w/ Long Stick	\$ 185.00
9. Track Backhoe 200	\$ 140.00
10. Track Backhoe 270	\$ 150.00
11. Track Backhoe 120	\$ 125.00
12. Track Backhoe 350	\$ 175.00
13. Track Backhoe 325	\$ 155.00
14. Track Backhoe 400	\$ 185.00
15. Caterpillar 973 Loader	\$ 170.00
16. Caterpillar 953 Loader	\$ 125.00
17. Caterpillar 963 Loader	\$ 150.00
18. Case 450 Dozer	\$ 125.00
19. Case 550 Dozer	\$ 125.00
20. Case LGP Dozer	\$ 130.00
21. Case 700 Dozer	\$ 130.00
22. Roller-Steelwheel & Rubber Tire	\$ 105.00
23. 1845 Unloader	\$ 120.00
24. Vibratory Sheepsfoot Roller / Compactor	\$ 105.00
25. Boom Truck	\$ 140.00
26. Water Truck	\$ 125.00
27. Barrel Grinder, requires additional equipment / operator rental item to feed material and operate grinder remotely	\$ 250.00
28. 6" Water / Trash Pump, gas operated, requires JCPRD to provide staff to supervise operation of unit	\$ 45.00

Failure to state all costs associated with the service being provided including disclosure of any anticipated travel, printing, or other miscellaneous costs may result in such fees not being honored or paid by the JCPRD.

The undersigned Bidder acknowledges Addenda Nos. 0 to 0 inclusive, have been received and considered in the preparation of this bid proposal.

The undersigned Bidder understands and agrees that, if notified that JCPRD has accepted this bid proposal, this Bid form will be authorized by the Owner and will serve as the Agreement for this Work.

The Bidder hereby certifies that this Bid is genuine and is not made in the interest of or on behalf of any undisclosed person, firm, or corporation that the Bidder has not sought by collusion or otherwise to obtain for himself an advantage over any other Bidder.

Bid Proposal Submitted by:

Max Rieke & Brothers, Inc.
(Name of Partnership, Corporation, or Individual)

By: Leona Rieke Young
(Printed Name of Authorized Representative)

Address: 15400 Midland Drive
Shawnee, KS 66217

Title: Corporate Secretary
(Title of Authorized Representative)

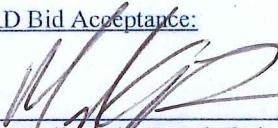
Telephone Number: 913 631 7111

Fax Number: 913 631 0484

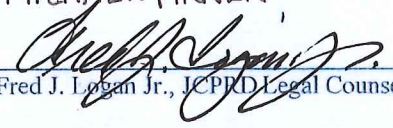

Signature: _____

(Signature of Authorized Representative)

JCPRD Bid Acceptance:


Nancy Wallenstein, Board Chair
MICHAEL PIRNER

Date 1/16/19


Fred J. Logan Jr., JCPRD Legal Counsel

Date 1/16/19

FORM 6
ADDITIONAL PROPOSED COST

Mobilization Cost:

Please provide Supplier's method for determining mobilization costs, including standard rates for mileage, etc.

Mobilization is calculated at \$150 per hour for the time it takes to mobilize the piece of equipment. If pieces are being moved between JCPRD projects the time is split between the projects. As the projects are all over the Johnson County area there is no set way for us to charge besides actual time involved.

Additional Personnel Costs:

Personnel:	Hourly Cost:
26. Jobsite Foreman (to be used only as required, per project)	\$ 95.00
27. Jobsite Laborer (to be used only as required, per project)	\$ 80.00

*Unit Hourly Rate includes both equipment and operator costs associated with respective pieces of equipment. Additional Personnel costs apply only when the particular scope of work for a project requires additional supervision (beyond that which the Owner will provide) or non-equipment related labor. Owner will direct supplier as to the necessity of a jobsite Foreman

SUBMITTED

Leona Rieke Young

Signature

Corporate Secretary

Title

Authorized Representative of

Max Rieke & Brothers, Inc.

Firm Name

15400 Midland Drive

Address

Shawnee, KS 66217

City and State


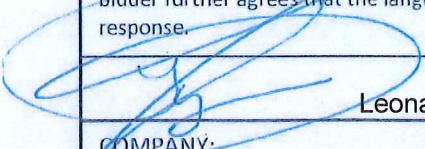
913-631-7111

Telephone No.

12-20-2018

Date

INVITATION FOR BID

 <p>JOHNSON COUNTY Park & Recreation District</p> <p>JOHNSON COUNTY PARK & RECREATION DISTRICT Administration Building Shawnee Mission Park 7900 Renner Road Shawnee Mission, Kansas 66219</p>	<p>BID NO: PRK 2018-020 DATE: 11/13/2018 JCPRD REPRESENTATIVE: Mark Allen, Project Manager PHONE: (913) 826-3429 FAX: (913) 492-7275 EMAIL: mark.allen@jocogov.org</p>
<p>RETURN BID NO LATER THAN: Thursday 12/20/2018 at 2:00pm(CST)</p> <p>OPENING DATE: Thursday 12/20/2018 OPENING TIME: 2:00pm (CST) OPENING LOCATION: Shawnee Mission Park, Boardroom 7900 Renner Rd, Shawnee Mission, Kansas 66219 Local Time (CST) on a clock designated by JCPRD Representative.</p>	<p>RETURN BID TO: Submit bid proposal electronically on IonWave: https://jocogov.ionwave.net following Instructions in this document. Note that supplier must be registered at least 2 days (48 HOURS) prior to bid submission to successfully upload.</p>
<p>DESCRIPTION:</p> <p>2019 JCPRD Hourly Heavy Equipment with Operator Rental</p> <p>ANNUAL IDIQ (INDEFINITE DELIVERY / INDEFINITE QUANTITY) CONTRACT FOR RENTAL AND DELIVERY OF HEAVY CONSTRUCTION EQUIPMENT PROVIDED WITH OPERATOR AT HOURLY RATES</p> <p>7900 Renner Road Shawnee Mission, Kansas 66219</p>	
<p>The bidder hereby agrees to furnish items and/or services, pursuant to all requirements and specifications contained in this Invitation for Bid, including the attached Standard Terms and Conditions, Special Conditions, and Bid Overview, all of which are hereby incorporated by reference. The bidder further agrees that the language of the Invitation for Bid and attached documents shall govern in the event of a conflict with bidder's response.</p>	
<p> Leona Rieke Young MUST BE SIGNED TO BE VALID</p>	
<p>COMPANY: Max Rieke & Brothers, Inc. DATE: 12-20-2018</p>	
<p>MAILING ADDRESS: P.O. Box 860227 PHONE: 913-631-7111</p>	
<p>CITY: Shawnee STATE: KS ZIP: 66286-0227</p>	
<p>E-MAIL: Leona@MaxRieke.com</p>	
<p>TITLE OF AUTHORIZED REPRESENTATIVE: Corporate Secretary</p>	

City Council Action Item

Council Meeting Date: April 23, 2020

Department: Public Works

Agenda Item: Consider Professional Services Agreement between City of Edgerton and Burns & McDonnell Inc. for 2020 Wastewater Master Plan

Background/Description of Item:

On February 19, 2020, the City of Edgerton issued a Request for Qualifications seeking engineering teams for the analysis of the wastewater system and development of a Master Plan. The Project includes inventory and analysis of the existing collections system, existing lift stations, and existing wastewater treatment plant. The Project will review existing development patterns, as well as target future development and system expansion. Also included in this project is a review of the Inflow and Infiltration (I&) into the system. I&I is the wastewater system receiving stormwater, then conveying it to the plant for treatment. The Project is to provide a list of prioritized projects to add to the City's CIP list. This serves as a roadmap to our wastewater system, prioritizing projects to improve existing infrastructure and propose appropriately timed installation of new infrastructure, both to improve efficiencies and be better suited to receive development as it arises.

Requests for Qualifications were due March 23, 2020 and interviews with the short-listed teams were conducted on April 2. The selection committee (City Administrator, City Engineer, Public Works Director, and Utilities Superintendent) recommends Burns & McDonnell Engineering Company Inc. as the best, most qualified team for the project. The selection committee recommends the team based on their existing experience providing these services to municipalities both of similar size and larger populations. Burns & McDonnell is partnering with TREKK, who is known to be the experts in I&I. Burns & McDonnell were the engineers of record for the current Big Bull Creek Wastewater Treatment Plant.

Enclosed is the draft Professional Services Agreement between the City of Edgerton and Burns & McDonnell for the project. The Professional Services Agreement is still under review by both Burns & McDonnell and the City. All revisions are pending approval from City Engineer, City's Insurance representative, and City Attorney.

The funding source for the project is identified as the System Development Fee – Sewer, by the CIP. The budget for the project listed in the CIP is \$275,000. Staff has reviewed the proposed scope, initially making adjustments to end up with a scope that balances good stewardship of funds while having a bill of work that still provides a reliable analysis of our system and tools to use in the future. After negotiating scope and fee with the consultant, the

price for services is \$279,073. Staff has reviewed the available funds to find the additional cost of \$4,073 can be absorbed by the System Development Fee – Sewer.

Related Ordinance(s) or Statue(s):

Funding Source: System Development Fee - Sewer

Budget Allocated: \$275,000

x Karen E. Kindle

Finance Director Approval:

Karen Kindle, Finance Director

Recommendation: Approve Professional Services Agreement between City of Edgerton and Burns & McDonnell Inc. for 2020 Wastewater Master Plan pending changes from City Attorney and authorize the Mayor to execute the Agreement.

Enclosed: Draft Agreement

Prepared by: Dan Merkh, Public Works Director



LETTER AGREEMENT FOR PROFESSIONAL SERVICES

April 20, 2020

Dan Merkh, Public Works Director
City of Edgerton
404 East Nelson, Edgerton, KS 66021

Re: Professional Engineering Services for 2020 Wastewater Master Plan

Dear Mr. Merkh,

In accordance with your request of February 19, 2020, we are pleased to submit our letter agreement for engineering Services on the referenced Project as follows. If acceptable, please sign where indicated and return a fully executed copy to the undersigned. Any changes you make are subject to our acceptance in writing. For purposes of this Agreement, City of Edgerton is hereafter referred to as the CLIENT and Burns & McDonnell Engineering Company, Inc. is hereafter referred to as the ENGINEER.

PROJECT:

CLIENT requests ENGINEER to provide Services as set out in this Letter Agreement on the following Project.

- A. ENGINEER will provide Wastewater Master Plan services that will identify and prioritize areas of concern, capital projects, operational costs in a city-wide wastewater master plan.

SCOPE OF SERVICES:

The Services to be provided by ENGINEER for CLIENT are as follows:

- A. The Services are set out more fully in the attached Exhibit A.

RESPONSIBILITIES OF CLIENT:

It is our understanding CLIENT will provide the following:

- A. Assistance by placing at ENGINEER's disposal all available information pertinent to the Scope of Services on this Project, including previous reports and any other data relative thereto. ENGINEER shall rely on information made available by CLIENT as accurate without independent verification.

COMPENSATION:

- A. Amount of Payment

- 1. For Services performed, CLIENT shall pay ENGINEER as follows:

- a. For time spent by personnel, payment at the hourly rates indicated in the attached "Schedule of Hourly Professional Service Billing Rates" Form BMR920. Such rates include overhead and profit. The rate schedule is effective to December 31, 2020, and will be increased annually thereafter.
 - b. For reproduction, photocopy, telephone, fax, normal computer usage and computer-aided drafting (CAD), and mail, a technology charge per labor hour as specified on the rate schedule in effect at the time the Service is provided.



City of Edgerton
April 20, 2020
Page 2 of 2

- c. For expenses incurred by ENGINEER, such as authorized travel and subsistence, including airfare, food, lodging, automobile rental, commercial services, and incidental expenses, the cost to ENGINEER.
 - d. For company vehicle usage, and testing apparatus, amounts will be charged according to the ENGINEER's standard rates in effect at the time the Service is provided.
 - e. For Services rendered by other firms or individuals as subcontractors to ENGINEER, including but not limited to surveying, real property descriptions, soil borings, subsurface investigations, laboratory testing, field quality control tests, environmental data base search, photos, or other activities required or requested by CLIENT, the same will be billed at the cost to ENGINEER. Expenses incurred by such outside ENGINEERS in service to CLIENT shall be reimbursable in accordance with 1.c. above.
2. Taxes: Any sales or use taxes, or their equivalent, imposed by state, local or other authorities shall be in addition to the compensation stated under "Amount of Payment."
3. Total payment for the Scope of Services described herein including is not to exceed Two Hundred Seventy-nine Thousand and Seventy-three Dollars (\$ 279,073.00), which amount shall not be exceeded without prior written consent of CLIENT.

TERMS AND CONDITIONS:

The attached Terms and Conditions for Professional Services is incorporated and made a part of this Agreement.

We appreciate the opportunity to present this Proposal. If it is acceptable, please sign and return one copy for our file.

BURNS & MCDONNELL ENGINEERING
COMPANY, INC.

CITY OF EDGERTON

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Enclosures:

Exhibit A: Scope of Services
Schedule of Hourly Professional Service Billing Rates
Terms and Conditions for Professional Services



**Exhibit A - Scope of Services
City of Edgerton, Kansas**

2020 Wastewater Master Plan

Scope of Services:

This scope of services describes the work elements to be performed by Burns & McDonnell Engineering Company, Inc. (hereinafter referred to as ENGINEER) in development of a sanitary sewer model for the system serving the City of Edgerton, KS (hereinafter referred to as CITY). This scope includes details of tasks that are anticipated for the work. The details of each task are to a level that is reasonably foreseeable as of April 2020.

ENGINEER is contracting with TREKK (SUBCONTRACTOR) for collection of flow data and field data in support of I&I identification and sanitary sewer model for the system serving the CITY. The details of each task to be completed by SUBCONTRACTOR is included in Attachment A1.

Task 1: Project Management and Controls

- A. The ENGINEER will provide a Project Manager to organize and lead an integrated team of CITY staff and ENGINEER's staff to provide both strategic and day-to-day oversight and direction to all activities of the City's wastewater master plan. The Project Manager will be available to attend one (1) progress meeting per month at the CITY's offices or through conference calls as permitted.
- B. The project team will attend up to four (4) coordination additional meetings at the CITY's offices or through conference calls as permitted. It is anticipated these meetings will align with the following task items:
 - a. Inflow and Infiltration Investigation
 - b. Hydraulic and Hydrologic Model Build
 - c. Development of Future Growth Projections
 - d. Capital Improvement Project Development

Task 2: Collect Flow Data and Rainfall Data

- A. TREKK will conduct a GIS map review to define flow monitoring basins/meter locations that will be used as a basis for quantifying I/I and model calibration. A field site assessment of potential flow monitoring sites will be made to determine, in general, the most suitable flow monitoring locations based on the following conditions:
 - Suitability for Accurate Metering - The accuracy of the open channel flow metering will depend on numerous variables and it is imperative that they be controlled as much as possible. For this reason, reconnaissance inspections will be performed to identify the best sites for metering and to minimize error-causing factors such as changes in pipe alignment and size, interruption of channel flow by side inlets and turbulence caused by uneven channels. If unfavorable conditions for flow monitoring exist at a proposed site, TREKK will evaluate

upstream and downstream alternative sites and recommend the best site for the flow meter installation.

- Safety - It is equally important that the proposed sites conform to TREKK's requirements for safe operating conditions. If the site falls outside of these requirements, alternate sites that are suitable based on safety requirements will be selected upon further consultation with the CITY.

TREKK shall complete site assessment forms for each final flow monitoring location agreed upon with the City.

- B. TREKK shall calibrate and install five (5) flow meters and associated hardware for the project. To ensure that all equipment is functioning properly, and the best results are obtained, TREKK crews will re-visit each site one week after initial installation and verify operation and accuracy. The one-week site visits shall include the upload and interrogation of all level and velocity data, meter calibration (as needed), battery replacement, sensor cleaning, and other diagnostic checks.
- C. The flow monitors shall be maintained by TREKK by conducting site visits on a bi-weekly basis (every two weeks). Maintenance visits shall include the upload and interrogation of all flow data, meter calibration (as needed), velocity profiling, battery replacement, sensor cleaning, and other diagnostic checks.

Flow monitors shall remain in place for a minimum of a 60-day continuous period. TREKK will remove the meters unless it is recommended and approved by City to keep them in place.

- D. TREKK shall collect and utilize rain data provided by nearby Stormwatch monitoring stations. Additionally, TREKK shall provide one (1) temporary electronic tipping bucket rain gauge at the WWTP. Rain data will be processed and incorporated into the 15-minute flow data deliverable spreadsheets. A Thiessen analysis will be completed to appropriately distribute rainfall data across the flow meter basins.
- E. During and following completion of the flow monitoring, TREKK will process the gathered data and develop tabular and graphical summaries. The impact of silt and debris will be evaluated, and any necessary data adjustments will be made at this time. Hydrographs, level and velocity graphs, and scatterplots will be created for each site.
- F. Following the completion of the flow monitoring and data analysis activities, TREKK shall provide raw data, final flow and rainfall data, hydrographs, and scattergraphs in electronic format (excel spreadsheets). Site assessment/installation forms for each site will also be provided.

Task 3: Priority Area SSES

- A. *Manhole Inspections and GIS System Characterization (50 manholes)* Manhole inspections will be conducted by two-person crews to collect GPS coordinates, update/characterize the GIS network, and identify structural and I/I deficiencies. Each

structural component of the manhole will be inspected and assigned a NASSCO MACP condition rating or other rating system agreed upon with the City. Photographic records will be used to supplement and substantiate manhole inspection observations and recommendations. All manhole inspection data will be digitally recorded as work progresses.

Visual inspections of all incoming and outgoing pipes of all accessible manhole structures inspected will be conducted. This shall include private service laterals that enter into manholes. Photographs shall be taken of line segments from inside the manhole, showing cracked pipe; offset joints greater than 1", partially or fully collapsed pipe; or obstructions such as roots, debris, or grease. Each photograph shall be properly annotated and attached to the specific inspection record. Data shall be recorded on field inspection forms for entry into the electronic database.

The field crews shall commit a minimum of 20 minutes of searching for a manhole before classifying it as "could not locate" or "buried" in order for the manhole inspection to be counted for payment. A list and general vicinity of manholes that could not be inspected because they were buried or crews were unable to locate will be tabulated and provided to the City's utility's department to be located and uncovered. TREKK will then follow-up with an inspection of the manhole once it is located and made accessible by the City.

Traffic safety precautions will be followed at all times and all field technicians will wear safety vest or work shirts that are designed for high visibility to allow for greater protection for themselves and the public.

Following field inspections, the GPS and physical data collected will be used to update the GIS network. Updated sanitary sewer structure and sanitary sewer main feature classes will be provided in a GIS geodatabase.

- B. *Model Network Field Data and Elevation Collection (outside SSES Area - 20 structures):* Following the data gap analysis to complete the building of the model network, field inspections will be completed on specific areas with missing data. GPS coordinates, flow line elevations, and other physical data needed to complete the model network will be collected in the field.
- C. *Sewer Cleaning and CCTV Inspection (1,000 lf):* Sewer cleaning and CCTV inspections will be completed for the line segments directly upstream of the pump station including the creek crossing suspected of contributing I/I. The purpose of the sewer line cleaning is to clean the sewers of debris and any flow obstructions to allow the CCTV camera to pass through the sewer for inspection and documentation of defects. Sewer cleaning efforts will be conducted with industry standard cleaning equipment. This equipment will be capable of jetting the sewer at 80 GPM and 2500 PSI. This equipment will also be capable of removing debris from the system with a vacuum system.

The City will provide a location for debris disposal within the City limits at no charge to TREKK. TREKK shall be responsible for transport of debris to disposal location. TREKK shall be able to utilize water from the City's potable water system for cleaning operation, but shall be responsible for obtaining a water meter from City and shall assume responsibility for required deposit and for payment of the water used.

CCTV inspections will be conducted utilizing a camera with pan and tilt capabilities. The pulling or pushing cable or tractor unit shall have a footage meter so that the location of the TV camera and point of observation will be known at all times with reference from the starting manhole. The camera shall pan to all service connections to allow for the evaluation of the condition of the connection and to view inside the service connection. The camera shall also pan to significant structural defects and/or I/I sources. The direction of the camera will be noted. The display will always begin with the numbering from upstream manhole to downstream manhole. If a reverse setup is attempted, the same numbering system shall be used; however the direction of camera shall be switched. In the event that an unrecorded manhole is encountered, television inspection will halt. A new manhole number will be assigned (to be provided by City). Changes will be noted within the GIS network.

The camera shall be moved through the sanitary sewer line in either direction at a uniform rate, stopping when necessary to insure proper documentation of the sewer condition and lateral connections, but in no case will the television camera be pulled at a speed greater than 30 feet per minute. If, during the inspection operation the television camera will not pass through the sewer line due to an obstruction that cannot be removed through light cleaning of the sewer, the technician shall reset his equipment in a manner so that the inspection can be performed from the opposite direction. If, again, the camera fails to pass through the entire sewer, the location and cause of camera blockage will be documented and information provided to the City.

All informational data on the pipes will be collected in NASSCO PACP format and delivered on an external hard drive to the City at the conclusion of the project. Computer generated television inspection reports created with Granite XP Software, or similar pipeline condition software, will be produced at the conclusion of the job and submitted with the videos. Reports will contain upstream manhole, downstream manhole, street address, date, pipe diameter, pipe material, direction of inspection, line footage, lateral and observation locations, and digital photos of defects and their respective severity.

- D. *Engineer Data Review and Rehabilitation Recommendation:* Following the completion of the field inspections, TREKK will complete a design-based review of manhole and CCTV data to establish a bid-ready list of manholes and sewer mains recommended for repair. Manhole data, CCTV videos, and field photos will be reviewed thoroughly to determine specific repairs and estimated costs. Recommendations for open cut or

trenchless repairs will be made based on the severity of defects, existing ovality of the pipe, as well as access/surface considerations. Defective service connections will be included in the recommended repairs utilizing both trenchless and open cut methods. Repairs will generally be categorized as Priority 1, Priority 2, and Priority 3 to allow the City budget and plan for immediate and long term repairs.

- E. *Prepare Manhole and Sewer Main Rehabilitation Schedule*: Upon the completion of the rehabilitation recommendations for manholes and sewer mains, TREKK will meet with the City to discuss the findings and future planned construction projects that may affect the recommendations and rehabilitation construction schedule. Any non-typical sewer rehabilitation repairs that require additional design and/or surveying outside the scope of work will be discussed with the City at this time. Following City approval of final repair recommendations, TREKK will prepare the following deliverables:
- Prioritized manhole rehabilitation schedule with costs
 - Prioritized sewer main rehabilitation schedule with costs
 - Map of final rehabilitation plan
- F. TREKK will provide a draft report for review and comments. The report will summarize flow monitoring, inspection activities and the rehabilitation recommendations for the targeted SSES area. Recommendations for next steps of the I/I removal efforts will also be included. Additionally, TREKK shall submit the following deliverables:
- Flow and rainfall monitoring data.
 - Manhole data along with photos.
 - Updated sanitary sewer structure and sanitary sewer main feature classes in a GIS geodatabase.
 - CCTV inspection data and reports.
 - Prioritized manhole defect/rehabilitation schedule with costs
 - Prioritized line rehabilitation schedule with costs

TREKK will maintain a copy of all data submitted to the City and will be available by phone, email and in person to meet with the City to discuss any questions the City may have regarding the project.

TREKK will meet with the City, following their review of the draft report, to discuss any questions the City may have. A final report will be submitted after review comments have been added. Four (4) copies of the final report will be submitted in both hard copy and in electronic format.

Task 4: Flow and Rainfall Data Analysis

- A. The flow and rainfall data collected in Task 2 will require processing for use in the hydraulic model and I/I quantification. Principal components of wastewater system flows will be deconstructed from the flow meter hydrographs in the following general manner:
- a. Provide an analysis of flow metering data to estimate average dry weather flow (ADWF) and peak dry weather flow (PDWF).

- b. Develop and provide ADWF curves for each metering site. These curves will reflect 15-minute interval variations over time to produce a weekly average.
- c. Provide an analysis of flow metering data to **estimate wet weather peaking factors, inflow, infiltration, and total I/I** volumes and prioritize meter catchments for inflow and infiltration investigations.
- d. Identify up to five (5) rainfall events for calibration utilizing data from up to three (3) rain gauges: two (2) from StormWatch and one (1) provided by the CITY.

Task 5: Model Development:

- A. Consultant will gather and compile geospatial data and review for completeness and consistency for development of a functional wastewater hydraulic model. The current geospatial data in AIMs will be used initially to develop and build the hydraulic model.
- B. Data gaps requiring field investigation will be identified and documented in a data gap executive summary. From there the data gaps will be prioritized based on necessity within the model and discussions with the CITY. The prioritized list will be used to determine the manholes investigated in Task 3.
- C. Development of a hydraulic model using hydraulic modeling software will be completed. The hydraulic model will incorporate 12-inch diameter and larger pipes and up to six (6) lift stations through the use of pump curves and SCADA information. Smaller diameter pipes will be incorporated as needed for connectivity or future buildout.
 - a. Population data will be provided by the CITY.

Task 6: Model Calibration

- A. The system hydraulic model developed in Task 5 will be used for the hydraulic and hydrologic (H&H) calibration of the CITY's sewer system hydraulic model.
 - a. Perform dry and wet weather calibration for up to five (5) flow meters. Calibration consists of modifying model parameters to be consistent with monitored, observed flows in the system.

Task 7: Existing and Future Conditions Analysis

- A. The calibrated hydraulic model produced in Task 6 will be used to evaluate the existing CITY sewer system for hydraulic restrictions and sanitary sewer overflows (SSOs).
 - a. Use the calibrated model to estimate existing flows (hydrographs, peak flow rate, flow volume) conveyed by the system. Identify issues, including, but not limited to, flow constrictions, surcharging, and overflows in the system. The Design Rainfall used for the evaluation will be the NOAA Atlas 14 distribution.
 - b. Prepare and utilize the calibrated model to estimate future flow conditions (hydrographs, peak flow rate, flow volume) conveyed by the system using future population projections provided by the CITY. Identify issues, including, but not limited to flow constrictions, surcharging, and overflows in the system utilizing a trigger method approach. The Design Rainfall used for the evaluation will be the NOAA Atlas 14 distribution.

- c. Develop a capacity analysis tool in Excel format for evaluating available system capacity based on the existing conditions model and flows.**
- d. Develop a capacity heat map based on the existing conditions flows.**

Task 8: Capital Improvements Plan

- A. The results of the analyses conducted in Task 7 will be used to develop an existing and future year Capital Improvements Plan. The Plan will also include phasing of proposed sewer improvements, in consultation with the CITY.
 - a. Develop planning level existing and future sewer improvements based on the results of analyses conducted in Task 7 and planning level cost of improvements.
 - b. Develop trigger for each CIP. Sewer improvements will be sized for full pipe flow.
 - c. Develop phasing of proposed sewer improvements in consultation with the CITY.

Task 9: Wastewater Facilities Existing Data Review

- A. Influent flows from hydraulic model developed in Task 6 will be used for projecting hydraulic inputs into the WWTP, including
 - a. Average day
 - b. Max day
 - c. Peak (for IPS)
- B. Existing influent wastewater characterization will be developed using existing influent water quality data provided by the City. Additional water quality sampling, testing and analysis for constituents that have not been previously evaluated by the City are outside of the scope of work.
- C. Work with City to develop probable wastewater loading characterization for new land use areas.
- D. Work with City to develop any additional flow or organic loading allocation for industrial loadings not identified through land use evaluation.
- E. Meet with the City to review common effective industrial pre-treatment ordinances for municipalities and develop a recommended pre-treatment ordinance language for consideration by the City for implementation. Provide the City with a high-level list of common industrial/commercial wastewater constituents and categorize the constituents as manageable, beneficial, or unmanageable by the Big Bull Creek WWTP (BBCWWTP).

Task 10: Condition and Capacity Assessment

- A. Evaluate and confirm the condition and hydraulic and organic capacity of the major unit processes of the BBCWWTP. This evaluation will be performed based on the following efforts:
 - a. Capacities as established/reported in the as-built documents (drawings, submittals, O&M manuals) developed during BBCWWTP construction and startup

- b. Capacities and condition as reported by City staff
 - c. Age of the major unit process assets
 - B. Lead a discussion with representatives from KDHE to determine the likely timing for changes in water quality requirements on the NPDES permit for the BBCWWTP as well as projections of the new permit requirements. Discussion is budgeted based on teleconference.
 - C. Based on the flow and loading projections and identified existing capacity, develop a summary report describing the existing deficiencies in treatment that the existing treatment plant would experience under two different conditions (24 MH):
 - a. Increased flow at similar loading on a concentration basis, maintaining the current NPDES permit.
 - b. Increased flow at similar loading under a more restrictive NPDES permit
 - D. Review the results of this analysis with the City and provide a summary report.
 - E. Meet with the City to identify what process updates and modifications could be performed to meet increased flow and /or loading demands for each of the following unit processes:
 - a. Influent pumping
 - b. Grit removal and screening
 - c. Biological nutrient removal
 - d. Tertiary filtration (evaluate the need for a second or a different filter)
 - e. Disinfection (consider planned expansion only)
 - f. Sludge stabilization (consider planned expansion only)
 - g. Sludge dewatering and disposal (evaluate a second centrifuge or different process)
- Modifications will consider capital cost, operational complexity, performance, resilience, and expandability.
- F. Provide a high-level evaluation of the current plantwide SCADA system for security, expandability, and resilience. Evaluate what would be required to expand the SCADA capabilities so that remote operation of the facility would be possible. Evaluate the costs and benefits of using the existing physical IT infrastructure vs. migrating to a 3rd party cloud-based service. Based on input from the City, provide a final recommendation and cost for SCADA upgrade.

Task 11: Capital Projects

- A. Based on the analysis, develop a list of capital projects anticipated for the BBCWWTP driven by hydraulic loading, organic loading, condition, or permit conditions. The project will include a cost, narrative, driver, and approximate project duration. For the purposes of establishing the budget for this scope of work, no more than fifteen (15) capital projects will be developed.
- B. Develop an algorithm that will attribute combinations of incremental flow and loading to specific capital projects. Using this algorithm, develop an Excel™ spreadsheet-based

planning tool with a dedicated user interface. The planning tool will allow the user to input conditions and the planning tool will produce a schedule of necessary capital projects for implementation. The planning tool will include instructions for the City on how to modify and add more capital projects.

- C. Provide a training class on planning tool utilization.

Deliverables:

1. Wastewater Master Plan and Capital Improvements Plan for existing and future sewer improvements. This will be delivered in digital format only.
2. A final deliverable will be provided to the City that includes a narrative of the evaluation that was performed for the BBCWWTP, a description of the identified capital projects, and a written instruction set of utilizing the planning tool. A “default” planning scenario will be provided, laying out needed capital projects based on defined growth and development. The default scenario will be approved by the City in advance.

Optional Services:

- A. Manhole Inspections and GIS System Characterization (100 manholes)
Manhole inspections will be conducted by two-person crews to collect GPS coordinates, update/characterize the GIS network, and identify structural and I/I deficiencies. Each structural component of the manhole will be inspected and assigned a NASSCO MACP condition rating or other rating system agreed upon with the City. Photographic records will be used to supplement and substantiate manhole inspection observations and recommendations. All manhole inspection data will be digitally recorded as work progresses.

Visual inspections of all incoming and outgoing pipes of all accessible manhole structures inspected will be conducted. This shall include private service laterals that enter into manholes. Photographs shall be taken of line segments from inside the manhole, showing cracked pipe; offset joints greater than 1”, partially or fully collapsed pipe; or obstructions such as roots, debris, or grease. Each photograph shall be properly annotated and attached to the specific inspection record. Data shall be recorded on field inspection forms for entry into the electronic database.

The field crews shall commit a minimum of 20 minutes of searching for a manhole before classifying it as “could not locate” or “buried” in order for the manhole inspection to be counted for payment. A list and general vicinity of manholes that could not be inspected because they were buried or crews were unable to locate will be tabulated and

provided to the City's utility's department to be located and uncovered. TREKK will then follow-up with an inspection of the manhole once it is located and made accessible by the City.

Traffic safety precautions will be followed at all times and all field technicians will wear safety vest or work shirts that are designed for high visibility to allow for greater protection for themselves and the public.

Following field inspections, the GPS and physical data collected will be used to update the GIS network. Updated sanitary sewer structure and sanitary sewer main feature classes will be provided in a GIS geodatabase.

B. Smoke Testing (36,000 lf)

Smoke testing will be conducted on all line segments located within the Study Area to identify I/I sources from both the public and private sector. Each positively identified source will be photographically documented, precisely located with GPS coordinates, and referenced to allow for efficient repair. The high rated smoke blowers combined with the use of liquid smoke allow for continuous and constant smoke production while the field crew canvasses the area over and adjacent to the lines and conducts a perimeter check of all buildings in close proximity for evidence of smoke.

Smoke testing activities will include a minimum of 48 hours advance notification to all residents within the study areas. Notification will be done by placement of door hangers on homes and businesses. The notice will include general information about the testing; including instructions to fill infrequently used plumbing traps with water and a tablespoon of cooking oil to prohibit smoke from entering buildings via service lines. Additionally, daily notification of smoke testing boundaries will be provided via e-mail to Fire Dispatch, City Utilities and other designated personnel as determined in the Project Kick-off Meeting.

C. Dye Testing and I/I Source Verification

Follow-up dyed water testing of suspected I/I sources identified during the smoke testing will be performed to verify direct connection to the sanitary sewer system and quantify leakage. A fluorescent dye will be washed down any suspected I/I connection. This will be accomplished by placing the dye directly into the identified source and running an adequate amount of water to ensure that the dye has a sufficient amount of time to be observed in the downstream manhole. Presence of dyed water in the system downstream of the test verifies the I/I source connection. Photographic records will be made of each confirmed source identified during dyed water testing. Some dye water testing may

require the coordination with CCTV crews to locate/verify specific connection location of I/I sources.

D. Sewer Cleaning and CCTV Inspection (9,000 lf)

All data gathered from smoke testing and manhole/visual pipe inspections shall be analyzed for further pipe cleaning and internal television (CCTV) inspections. It is estimated that approximately 25% of the lines will require CCTV inspection, based on the age and pipe material in the area.

The purpose of the sewer line cleaning is to clean the sewers of debris and any flow obstructions to allow the CCTV camera to pass through the sewer for inspection and documentation of defects. Sewer cleaning efforts will be conducted with industry standard cleaning equipment. This equipment will be capable of jetting the sewer at 80 GPM and 2500 PSI. This equipment will also be capable of removing debris from the system with a vacuum system. It is understood that if the effort to clean the pipe requires more than 3 passes with the standard nozzle, heavy cleaning hourly rates will begin to apply.

The City will provide a location for debris disposal within the City limits at no charge to TREKK. TREKK shall be responsible for transport of debris to disposal location. TREKK shall be able to utilize water from the City's potable water system for cleaning operation, but shall be responsible for obtaining a water meter from City and shall assume responsibility for required deposit and for payment of the water used.

CCTV inspections will be conducted utilizing a camera with pan and tilt capabilities. The pulling or pushing cable or tractor unit shall have a footage meter so that the location of the TV camera and point of observation will be known at all times with reference from the starting manhole. The camera shall pan to all service connections to allow for the evaluation of the condition of the connection and to view inside the service connection. The camera shall also pan to significant structural defects and/or I/I sources. The direction of the camera will be noted. The display will always begin with the numbering from upstream manhole to downstream manhole. If a reverse setup is attempted, the same numbering system shall be used; however the direction of camera shall be switched. In the event that an unrecorded manhole is encountered, television inspection will halt. A new manhole number will be assigned (to be provided by City). Changes will be noted within the GIS network.

The camera shall be moved through the sanitary sewer line in either direction at a uniform rate, stopping when necessary to insure proper documentation of the sewer

condition and lateral connections, but in no case will the television camera be pulled at a speed greater than 30 feet per minute. If, during the inspection operation the television camera will not pass through the sewer line due to an obstruction that cannot be removed through light cleaning of the sewer, the technician shall reset his equipment in a manner so that the inspection can be performed from the opposite direction. If, again, the camera fails to pass through the entire sewer, the location and cause of camera blockage will be documented and information provided to the City.

All informational data on the pipes will be collected in NASSCO PACP format and delivered on an external hard drive to the City at the conclusion of the project. Computer generated television inspection reports created with Granite XP Software, or similar pipeline condition software, will be produced at the conclusion of the job and submitted with the videos. Reports will contain upstream manhole, downstream manhole, street address, date, pipe diameter, pipe material, direction of inspection, line footage, lateral and observation locations, and digital photos of defects and their respective severity.

E. Engineer Data Review and Rehabilitation Recommendations

Following the completion of the field inspections, TREKK will complete a design-based review of manhole and CCTV data to establish a bid-ready list of manholes and sewer mains recommended for repair. Manhole data, CCTV videos, and field photos will be reviewed thoroughly to determine specific repairs and estimated costs. Recommendations for open cut or trenchless repairs will be made based on the severity of defects, existing ovality of the pipe, as well as access/surface considerations. Defective service connections will be included in the recommended repairs utilizing both trenchless and open cut methods. Repairs will generally be categorized as Priority 1, Priority 2, and Priority 3 to allow the City budget and plan for immediate and long term repairs.

F. Prepare Manhole and Sewer Main Rehabilitation Schedule

Upon the completion of the rehabilitation recommendations for manholes and sewer mains, TREKK will meet with the City to discuss the findings and future planned construction projects that may affect the recommendations and rehabilitation construction schedule. Any non-typical sewer rehabilitation repairs that require additional design and/or surveying outside the scope of work will be discussed with the City at this time. Following City approval of final repair recommendations, TREKK will prepare the following deliverables:

- a. Prioritized manhole rehabilitation schedule with costs
- b. Prioritized sewer main rehabilitation schedule with costs
- c. Map of final rehabilitation plan

Task TM and Data Deliverables

- G. TREKK will provide a draft report for review and comments. The report will summarize flow monitoring, inspection activities and the rehabilitation recommendations for the targeted SSES area. Additionally, TREKK shall submit the following deliverables:
- a. Flow and rainfall monitoring data.
 - b. Manhole and smoke testing data along with photos.
 - c. Updated sanitary sewer structure and sanitary sewer main feature classes in a GIS geodatabase.
 - d. CCTV inspection data and reports.
 - e. Prioritized manhole defect/rehabilitation schedule with costs
 - f. Prioritized line rehabilitation schedule with costs

TREKK will maintain a copy of all data submitted to the City and will be available by phone, email and in person to meet with the City to discuss any questions the City may have regarding the project.

TRKK will meet with the City, following their review of the draft report, to discuss any questions the City may have. A final report will be submitted after review comments have been added. Four (4) copies of the final report will be submitted in both hard copy and in electronic format.

Method of Payment:

The Base Scope of Services consisting of Tasks 1 through 8 noted is not to exceed \$377,837, which amount shall not be exceeded without prior written consent of CITY.

Schedule of Hourly Professional Service Billing Rates

Position Classification	Classification Level	Hourly Billing Rate
General Office*	5	\$64.00
Technician*	6	\$81.00
Assistant*	7	\$93.00
	8	\$129.00
	9	\$151.00
Staff*	10	\$175.00
	11	\$189.00
Senior	12	\$213.00
	13	\$237.00
Associate	14	\$245.00
	15	\$249.00
	16	\$252.00
	17	\$257.00

Notes

1. Position classifications listed above refer to the firm's internal classification system for employee compensation. For example, "Associate", "Senior", etc., refer to such positions as "Associate Engineer", "Senior Architect", etc.
2. For any nonexempt personnel in positions marked with an asterisk (*), overtime will be billed at 1.5 times the hourly labor billing rates shown.
3. Project time spent by corporate officers will be billed at the Level 17 rate plus 25 percent.
4. A charge will be applied at a rate of \$9.95 per labor hour for technology usage, software, hardware, printing & reprographics, shipping and telecommunications. Specialty items are not included in the technology charge.
5. Monthly invoices will be submitted for payment covering services and expenses during the preceding month. Invoices are due upon receipt. A late payment charge of 1.5% per month will be added to all amounts not paid within 30 days of the invoice date.
6. The services of contract/agency and/or any personnel of a Burns & McDonnell subsidiary or affiliate shall be billed to Owner according to the rate sheet as if such personnel is a direct employee of Burns & McDonnell.
7. The rates shown above are effective for services through December 31, 2020, and are subject to revision thereafter.



TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

Project: 2020 Wastewater Master Plan	Date of Letter, Proposal, or Agreement: April 20, 2020
Client: City of Edgerton	Client Signature:

1. SCOPE OF SERVICES

For the above-referenced Project, Burns & McDonnell Engineering Company, Inc. (BMcD) will perform the services set forth in the above-referenced Letter, Proposal, or Agreement, in accordance with these Terms and Conditions. BMcD has relied upon the information provided by Client in the preparation of the Proposal, and shall rely on the information provided by or through Client during the execution of this Project as complete and accurate without independent verification.

2. PAYMENTS TO BMCD

A. Compensation will be as stated in the above-referenced Letter, Proposal, or Agreement. Statements will be in BMcD's standard format and are payable upon receipt. Time is of the essence in payment of statements, and timely payment is a material part of the consideration of this Agreement. A late payment charge will be added to all amounts not paid within 30 days of statement date and shall be calculated at 1.5 percent per month from statement date. Client shall reimburse any costs incurred by BMcD in collecting any delinquent amount, including reasonable attorney's fees. If a portion of BMcD's statement is disputed, Client shall pay the undisputed portion by the due date. Client shall advise BMcD in writing of the basis for any disputed portion of any statement.

B. Taxes as may be imposed on professional consulting services by state or local authorities shall be in addition to the payment stated in the above-referenced Letter, Proposal, or Agreement.

3. INSURANCE

A. During the course of performance of its services, BMcD will maintain the following insurance: Professional Liability insurance with a limit of \$1,000,000 per claim and in the aggregate; Worker's Compensation insurance with limits as required by statute, Employer's Liability insurance with limits of \$1,000,000, Commercial General Liability with limits of \$1,000,000 per occurrence and \$2,000,000 general aggregate, and Automobile Liability insurance with combined single limit of \$1,000,000 per accident.

B. If the Project involves on-site construction, construction contractors shall be required to provide (or Client may provide) Owner's Protective Liability Insurance naming Client as a Named Insured and BMcD as an Additional Insured or to endorse Client and BMcD using ISO forms CG 20 10 0704 & CG 20 37 0704 endorsements or their equivalents as Additional Insureds on all construction contractor's liability insurance policies covering claims for personal injuries and property damage in at least the amounts required of BMcD in 3A above. Construction contractors shall be required to provide certificates evidencing such insurance to Client and BMcD. Contractor's compensation shall include the cost of such insurance including coverage for contractual and indemnification obligations herein.

C. Client and BMcD release each other and waive all rights of subrogation against each other and their officers, directors, agents, or employees for damage covered by property insurance and self-insurance during and after the completion of BMcD's services. A provision similar to this shall be incorporated into all construction contracts entered into by Client, and all construction contractors shall be required to provide additional insured coverage and waivers of subrogation in favor of Client and BMcD for damage covered by any construction contractor's policies of insurance.

4. INDEMNIFICATION

A. To the extent allowed by law, Client will require all construction contractors to indemnify, defend, and hold harmless Client and BMcD from any and all loss where loss is caused or alleged to be caused in

whole or in part by the construction contractors, their employees, agents, subcontractors or suppliers.

B. If this Project involves construction and BMcD does not provide consulting services during construction including, but not limited to, on-site monitoring, site visits, site observation, shop drawing review, and/or design clarifications, Client agrees to indemnify and hold harmless BMcD from any liability arising from this Project or Agreement, except to the extent caused by BMcD's negligence.

C. Client may make and retain copies for information and reference in connection with the use and occupancy of the Project by Client and others; however, such documents are not intended or represented to be suitable for reuse by Client or others outside of this agreement. Any reuse without written verification or adaptation by BMcD for the specific purpose intended or construction of the intended project by a builder or design builder other than BMcD will be at Client's sole risk and without liability or legal exposure to BMcD, or to BMcD's independent professional associates or consultants, and Client shall indemnify and hold harmless BMcD and BMcD's independent professional associates or consultants from and against all claims, damages, losses, and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation by BMcD will entitle BMcD to further compensation at rates to be agreed upon by Client and BMcD.

5. PROFESSIONAL RESPONSIBILITY- LIMITATION OF REMEDIES

A. BMcD will exercise reasonable skill, care, and diligence in the performance of its services and will carry out its responsibilities in accordance with customarily accepted professional practices. If BMcD fails to meet the foregoing standard, BMcD will perform at its own cost, the professional services necessary to correct errors and omissions reported to BMcD in writing within one year from the completion of BMcD's services for the Project. No warranty, express or implied, is included in this Agreement or regarding any drawing, specification, or other work product or instrument of service.

B. In no event will BMcD be liable for any special, indirect, or consequential damages including, without limitation, damages or losses in the nature of increased Project costs, loss of revenue or profit, lost production, claims by customers of Client, and/or governmental fines or penalties.

C. BMcD's aggregate liability for all damages connected with its services for the Project not excluded by the preceding subparagraph, whether or not covered by BMcD's insurance, will not exceed \$275,000.

D. These mutually negotiated obligations and remedies stated in this Paragraph 5, Professional Responsibility – Limitation of Remedies, are the sole and exclusive obligations of BMcD and remedies of Client, whether liability of BMcD is based on contract, warranty, strict liability, tort (including negligence), indemnity, or otherwise.

6. PERIOD OF SERVICE AND SCHEDULE

A. The provisions of this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion of the services stated in the Proposal. BMcD's obligation to render services hereunder will extend for a period that may reasonably be required for the completion of said services. BMcD shall make reasonable efforts to comply with deliverable schedules (if any) and consistent with BMcD's professional responsibility.

B. BMcD shall not be responsible for delays caused by factors beyond BMcD's reasonable control, including but not limited to delays because of a force majeure, strikes, lockouts, work slowdowns or stoppages,

government regulation, industry shutdowns, power or server outages, Acts of God, widespread infectious disease outbreaks (including, but not limited to epidemics and pandemics), failure of any governmental or other regulatory authority to act in a timely manner, failure of the Client to furnish timely information or approve or disapprove of BMcD's services or work product, or delays caused by faulty performance by the Client's contractor or other consultants, of any level. When such delays beyond BMcD's reasonable control occur, the Client agrees that BMcD shall not be responsible for delays or damages, nor shall BMcD be deemed in default of this Agreement.

7. COMPUTER PROGRAMS OR MODELS

Any use, development, modification, or integration by BMcD of computer models or programs does not constitute ownership or a license to Client to use or modify such computer models or programs.

8. ELECTRONIC MEDIA AND DATA TRANSMISSIONS

A. Any electronic media (computer disks, tapes, etc.) or data transmissions furnished (including Project Web Sites or CAD file transmissions) are for Client information and convenience only. Such media or transmissions are not to be considered part of BMcD's instruments of service. BMcD, at its option, may remove all indicia of its ownership and involvement from each electronic display.

B. BMcD shall not be liable for loss or damage directly or indirectly, arising out of Client's use of electronic media or data transmissions.

9. DOCUMENTS

A. All documents prepared by BMcD pursuant to this Agreement are instruments of service in respect of the Project specified herein. They are not intended or represented to be suitable for reuse by Client or others in extensions of the Project beyond that now contemplated or on any other Project. Any reuse, extension, or completion by Client or others without written verification, adaptation, and permission by BMcD for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to BMcD.

B. In the event that BMcD is to reuse, copy or adapt all or portions of reports, plans, or specifications prepared by others, Client represents that Client either possesses or will obtain permission and necessary rights in copyright, patents, or other proprietary rights and will be responsible for any infringement claims by others. Client warrants the completeness, accuracy, and efficacy of the information, data, and design provided by or through Client (including prepared for Client by others), for which BMcD shall rely on to perform and complete its services.

10. ESTIMATES, SCHEDULES, FORECASTS, AND PROJECTIONS

Evaluations of the Client's budget for the cost of the Work, and any cost estimates, opinions and projections prepared by BMCD relating to construction costs, operation and maintenance costs, equipment characteristics and performance, schedules, and operating results are based on BMCD's experience, qualifications, and judgment as a design and construction professional. It is recognized, however, that neither the BMCD nor the Client has control over the weather, cost and availability of labor, material and equipment, labor productivity, contractors' procedures and methods, unavoidable delays, or its methods of determining prices, economic or negotiating conditions, competitive bidding or market conditions, and other factors affecting such cost opinions or projections. Accordingly, the BMCD cannot and does not warrant or represent that actual rates, costs, performance, schedules, bids or negotiated prices will not vary from the Client's budget for the cost of the Work, or from any estimate of the cost of the Work, or opinion or evaluation, prepared or agreed to by the BMCD. In addition, the uncertainty and potential disruptions to the labor and work force and supply chain caused by a regional, national or global outbreak and spread of an infectious disease, such as COVID-19, may have an impact on this Project, the exact cost and duration of which can neither be predicted nor controlled by either the BMCD or the Client. Therefore, BMCD has not included any contingency for disease-related impacts in its opinions and projections.

11. POLLUTION

In view of the uncertainty involved in investigating and recommending solutions to environmental problems and the abnormal degree of risk of claims imposed upon BMcD in performing such services, notwithstanding the responsibility of BMcD set forth in Paragraph 5A to the maximum extent allowed by law, Client agrees to release, defend,

indemnify and hold harmless BMcD and its officers, directors, employees, agents, consultants and subcontractors from all liability, claims, demands, damages, losses, and expenses including, but not limited to, claims of Client and other persons and organizations, reasonable fees and expenses of attorneys and consultants, and court costs, except where there has been a final adjudication that the damages were caused by BMcD's willful disregard of its obligations under this Agreement. Such indemnification includes claims arising out of, or in any way relating to, the actual, alleged, or threatened dispersal, escape, or release of, or failure to detect or contain, chemicals, wastes, liquids, gases, or any other material, irritant, contaminant, or pollutant.

12. ON-SITE SERVICES

A. Project site visits by BMcD during investigation, observation, construction or equipment installation, or the furnishing of Project representatives shall not make BMcD responsible for construction means, methods, techniques, sequences, or procedures; for construction safety precautions or programs; or for any construction contractor(s)' failure to perform its work in accordance with the contract documents.

B. Client shall disclose to BMcD the location and types of any known or suspected toxic, hazardous, or chemical materials or wastes existing on or near the premises upon which work is to be performed by BMcD's employees or subcontractors. If any hazardous wastes not identified by Client are discovered after a Project is undertaken, Client and BMcD agree that the scope of services, schedule, and compensation may be adjusted accordingly. Client agrees to release BMcD from all damages related to any pre-existing pollutant, contaminant, toxic, or hazardous substance at the site.

13. CHANGES

Client shall have the right to make changes within the general scope of BMcD's services, with an appropriate change in compensation and schedule, upon execution of a mutually acceptable amendment or change order signed by authorized representatives of Client and BMcD.

14. TERMINATION

Services may be terminated by Client or BMcD by seven (7) days' written notice in the event of substantial failure to perform in accordance with the terms hereof by the other party through no fault of the terminating party. If so terminated, Client shall pay BMcD all amounts due BMcD for all services properly rendered and expenses incurred to the date of receipt of notice of termination, plus reasonable costs incurred by BMcD in terminating the services. In addition, Client may terminate the services for Client's convenience upon payment of twenty percent of the yet unearned and unpaid estimated, lump sum, or not-to-exceed fee, as applicable.

15. DISPUTES, NEGOTIATIONS, MEDIATION

A. If a dispute arises relating to the performance of the services to be provided and, should that dispute result in litigation, it is agreed that the substantially prevailing party (as determined in equity by the court) shall be entitled to recover all reasonable costs of litigation, including staff time, court costs, attorney's fees and other related expenses.

B. The parties shall participate in good faith negotiations to resolve any and all disputes. Should negotiations fail, the parties agree to submit to and participate in a third party-facilitated mediation as a condition precedent to resolution by litigation. Unless otherwise agreed to, mediation shall be conducted under the rules of the American Arbitration Association and shall be held in Kansas City, Missouri.

C. The parties agree that any dispute between them, including any action against an officer, director or employee of a party, arising out of or related to this Agreement, whether in contract or tort, not resolved through direct negotiation and mediation, shall be resolved by litigation in the state or federal courts located in Jackson County, Missouri, and each party expressly consents to jurisdiction therein. Any litigation to compel or enforce, or otherwise affect the mediation shall be in state or federal courts located in Kansas, and each party expressly consents to jurisdiction therein.

D. Causes of action between the parties shall accrue, and applicable statutes of limitation shall commence to run the date BMcD's services are substantially complete.

16. WITNESS FEES

A. BMcD's employees shall not be retained as expert witnesses, except by separate written agreement.

B. Client agrees to pay BMcD pursuant to BMcD's then current schedule of hourly labor billing rates for time spent by any employee of BMcD responding to any subpoena by any party in any dispute as an occurrence witness or to assemble and produce documents resulting from BMcD's services under this Agreement.

17. CONTROLLING LAW

This Agreement shall be subject to, interpreted and enforced according to the laws of the State of Kansas without regard to any conflicts of law provisions.

18. RIGHTS AND BENEFITS – NO ASSIGNMENT

BMcD's services will be performed solely for the benefit of Client and not for the benefit of any other persons or entities. Neither Client nor BMcD shall assign or transfer interest in this Agreement without the written consent of the other.

19. ENTIRE CONTRACT

These Terms and Conditions and the above-referenced Letter, Proposal, or Agreement contain the entire agreement between BMcD and Client relative to BMcD's services for the Project herein. All previous or contemporaneous agreements, representations, promises, and conditions relating to BMcD's services for the Project are superseded. Since terms contained in purchase orders do not generally apply to professional services, in the event Client issues to BMcD a purchase order, no preprinted terms thereon shall become part of this Agreement. Said purchase order documents, whether or not signed by BMcD, shall be considered only as an internal document of Client to facilitate administrative requirements of Client's operations.

20. SEVERABILITY

Any unenforceable provision herein shall be amended to the extent necessary to make it enforceable; if not possible, it shall be deleted and all other provisions shall remain in full force and affect.

- END -

City of Edgerton - 1st Quarter 2020 Report
General Fund (Unaudited)

	YTD Actual	2020 Budget	% Used	Remaining
Revenues:				
Ad Valorem Tax	\$ 1,254,357	\$ 1,931,860	64.9%	\$ (677,503)
LPKC PILOT	\$ -	\$ 483,853	0.0%	\$ (483,853)
Delinquent Tax	\$ 6,157	\$ -	n/a	\$ 6,157
Motor Vehicle Tax	\$ 15,268	\$ 52,969	28.8%	\$ (37,701)
Recreational Vehicle Tax	\$ 322	\$ 933	34.5%	\$ (611)
16/20M Vehicle Tax	\$ 232	\$ 372	62.4%	\$ (140)
Local Alcoholic Liquor Tax	\$ 553	\$ 2,780	19.9%	\$ (2,227)
Compensating Use Tax	\$ 68,702	\$ 183,600	37.4%	\$ (114,898)
Local Sales Tax	\$ 207,949	\$ 765,000	27.2%	\$ (557,051)
Franchise Tax	\$ 44,895	\$ 110,000	40.8%	\$ (65,105)
Licenses & Permits	\$ 52,982	\$ 756,300	7.0%	\$ (703,318)
Charges for Services	\$ 39,988	\$ 118,000	33.9%	\$ (78,012)
Fines & Forfeitures	\$ 7,705	\$ 30,000	25.7%	\$ (22,295)
Miscellaneous	\$ 24,592	\$ -	n/a	\$ 24,592
Investment Income	\$ 5,399	\$ 15,000	36.0%	\$ (9,601)
Total Revenue	\$ 1,729,101	\$ 4,450,667	38.9%	\$ (2,721,566)
Transfers from Other funds:	\$ 2,752	\$ -	n/a	\$ (2,752)
Total Sources	\$ 1,731,853	\$ 4,450,667	38.9%	\$ 2,718,814.00
Expenditures:				
General Government	\$ 184,823	\$ 961,959	19.2%	\$ 777,136
Law Enforcement	\$ 3,797	\$ 502,868	0.8%	\$ 499,071
Public Works	\$ 109,114	\$ 596,688	18.3%	\$ 487,574
Parks	\$ 33,030	\$ 253,490	13.0%	\$ 220,460
Facilities	\$ 23,995	\$ 115,450	20.8%	\$ 91,455
Fleet Maintenance	\$ 10,050	\$ 51,200	19.6%	\$ 41,150
Community Development	\$ 52,154	\$ 356,153	14.6%	\$ 303,999
Economic Development	\$ 66,263	\$ 507,200	13.1%	\$ 440,937
Information Technology	\$ 24,450	\$ 57,631	42.4%	\$ 33,181
Employee Benefits	\$ 99,140	\$ 484,532	20.5%	\$ 385,392
Total Expenditures	\$ 606,816	\$ 3,887,171	15.6%	\$ 3,280,355
Sources Over(Under) Expenditures:	\$ 1,125,037	\$ 563,496		
Transfers to Other Funds:				
Transfer to Equipment Reserve Fund-General	\$ -	\$ 325,000	0.0%	\$ 325,000
Transfer to Capital Projects Fund	\$ 27	\$ 150,000	0.0%	\$ 149,973
Total	\$ 27	\$ 475,000		
Total Uses	\$ 606,843	\$ 4,362,171	13.9%	\$ 3,755,328
Sources Over(Under) Uses:	\$ 1,125,010	\$ 88,496		
Beginning Fund Balance	\$ 1,698,768	\$ 1,617,667		
Estimated Ending Fund Balance		\$ 1,706,163		
Unaudited Ending Fund Balance	\$ 2,823,778			
Reserve Required				
17% of 2020 budgeted expenditures	\$ 710,819			
25% of 2020 budgeted expenditures	\$ 1,021,793			
Budget Authority				
2020 Budget Authority	\$ 6,068,334			
Remaining 2020 Budget Authority	\$ 5,461,491			
% of Budget Authority Used	10.0%			

City of Edgerton - 1st Quarter 2020 Report
Water Fund (Unaudited)

	YTD Actual	2020 Budget	% Used	Remaining
Revenues:				
Charges for Services	\$ 110,250	\$ 462,450	23.8%	\$ (352,200.00)
Fines & Forfeitures	\$ 3,857	\$ 23,000	16.8%	\$ (19,143.00)
Miscellaneous	\$ -	\$ -	n/a	\$ -
Investment Income	\$ 440	\$ 2,000	22.0%	\$ (1,560.00)
Total Revenue	\$ 114,547	\$ 487,450	23.5%	\$ (372,903.00)
Transfers from Other funds:	\$ -	\$ -	n/a	\$ -
Total Sources	\$ 114,547	\$ 487,450	23.5%	\$ 372,903.00
Expenditures:				
Fleet Maintenance	\$ 757	\$ 4,200	18.0%	\$ 3,443
Information Technology	\$ 6,531	\$ 32,559	20.1%	\$ 26,028
Production	\$ 56,804	\$ 175,000	32.5%	\$ 118,196
Distribution	\$ 14,180	\$ 46,740	30.3%	\$ 32,560
Administrative-Water	\$ 20,174	\$ 125,815	16.0%	\$ 105,641
Employee Benefits	\$ 7,797	\$ 32,042	24.3%	\$ 24,245
Debt Service	\$ 48,673	\$ 97,345	50.0%	\$ 48,672
Total Expenditures	\$ 154,916	\$ 513,701	30.2%	\$ 358,785
Sources Over(Under) Expenditures:	\$ (40,369)	\$ (26,251)		
Transfers to Other Funds:				
Transfer to Equipment Reserve Fund-Water	\$ -	\$ -	n/a	\$ -
Transfer to Capital Projects Fund	\$ -	\$ -	n/a	\$ -
Total	\$ -	\$ -		
Total Uses	\$ 154,916	\$ 513,701	30.2%	
Sources Over(Under) Uses:	\$ (40,369)	\$ (26,251)		
Beginning Fund Balance	\$ 191,220	\$ 219,376		
Estimated Ending Fund Balance		\$ 193,125		
Unaudited Ending Fund Balance	\$ 150,851			
Reserve Required				
17% of 2020 budgeted expenditures	\$ 87,329			
25% of 2020 budgeted expenditures	\$ 128,425			
Budget Authority				
2020 Budget Authority	\$ 706,825			
Remaining 2020 Budget Authority	\$ 551,909			
% of Budget Authority Used	21.9%			

City of Edgerton - 1st Quarter 2020 Report
Sewer Fund (Unaudited)

	YTD Actual	2020 Budget	% Used	Remaining
Revenues:				
Charges for Services	\$ 133,647	\$ 741,000	18.0%	\$ (607,353)
Licenses & Permits	\$ 150	\$ -	n/a	\$ 150
Miscellaneous	\$ -	\$ -	n/a	\$ -
Investment Income	\$ 1,859	\$ 3,500	53.1%	\$ (1,641)
Total Revenue	\$ 135,656	\$ 744,500	18.2%	\$ (608,844)
Transfers from Other funds:	\$ -	\$ -	n/a	\$ -
Total Sources	\$ 135,656	\$ 744,500	18.2%	\$ 608,844
Expenditures:				
Fleet Maintenance	\$ 709	\$ 4,700	15.1%	\$ 3,991
Information Technology	\$ 6,532	\$ 33,326	19.6%	\$ 26,794
Treatment Plant	\$ 16,942	\$ 204,945	8.3%	\$ 188,003
Sewer Line Maintenance	\$ 271	\$ 7,100	3.8%	\$ 6,829
Lift Stations/Vaults	\$ 3,067	\$ 21,114	14.5%	\$ 18,047
Administrative-Sewer	\$ 70,409	\$ 223,811	31.5%	\$ 153,402
Employee Benefits	\$ 13,597	\$ 56,193	24.2%	\$ 42,596
Debt Service	\$ 47,219	\$ 94,438	50.0%	\$ 47,219
Total Expenditures	\$ 158,746	\$ 645,627	24.6%	\$ 486,881
Sources Over(Under) Expenditures:	\$ (23,090)	\$ 98,873		
Transfers to Other Funds:				
Transfer to Equipment Reserve Fund-Sewer	\$ -	\$ 50,000	n/a	\$ 50,000
Transfer to Capital Projects Fund	\$ -	\$ 100,000	n/a	\$ 100,000
Total	\$ -	\$ 150,000		
Total Uses	\$ 158,746	\$ 795,627	20.0%	\$ 636,881
Sources Over(Under) Uses:	\$ (23,090)	\$ (51,127)		
Beginning Fund Balance	\$ 508,001	\$ 476,681		
Estimated Ending Fund Balance		\$ 425,554		
Unaudited Ending Fund Balance	\$ 484,911			
Reserve Required				
17% of 2020 budgeted expenditures	\$ 109,757			
25% of 2020 budgeted expenditures	\$ 161,407			
Budget Authority				
2020 Budget Authority	\$ 1,221,181			
Remaining 2020 Budget Authority	\$ 1,062,435			
% of Budget Authority Used	13.0%			