

**EDGERTON CITY COUNCIL
MEETING AGENDA
CITY HALL, 404 EAST NELSON STREET
September 24, 2020
7:00 P.M.**

Executive Order 20-52 issued by Governor Kelly requires any person in Kansas to cover their mouth and nose with a mask or other face covering when they are in inside any public space such as City Hall. Executive Order 20-52 includes a number of exemptions, including children 5 and younger and those with medical conditions that prevent mask use. The entire executive order may be found here: <https://governor.kansas.gov/executive-order-no-20-52/>

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 September 10, 2020 Regular City Council Meeting
5. Approve Ordinance No. 2047 Adopting a Recommendation by the City Planning Commission to Approve Rezoning Application ZA2020-01 Comprising Approximately 11.2 Acres of Land at 33364 W. 191st Street [Generally Located South and West of the Intersection of 191st Street and Waverly Road] in Edgerton, Kansas From Johnson County "RUR" (Rural District) Zoning to City of Edgerton "L-P" (Logistics Park) Zoning District

Regular Agenda

6. **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.
7. **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.

Business Requiring Action

8. **PUBLIC HEARING REGARDING THE CREATION OF A COMMUNITY IMPROVEMENT DEVELOPMENT (CID) DISTRICT FOR ON THE GO TRAVEL CENTER**
9. **CONSIDER APPROVING ORDINANCE NO. 2048 THE CREATION OF A COMMUNITY IMPROVEMENT DISTRICT (ON THE GO TRAVEL PLAZA) AND LEVYING A CID SALES TAX WITHIN SUCH DISTRICT**

Motion: _____ Second: _____ Vote: _____

10. CONSIDER APPROVING RESOLUTION NO. 09-24-20A ESTABLISHING FEES AND RATES FOR UTILITIES WITHIN THE CITY OF EDGERTON, KANSAS

Motion: _____ Second: _____ Vote: _____

11. CONSIDER GENERATOR MAINTENANCE CONTRACT WITH FOLEY EQUIPMENT

Motion: _____ Second: _____ Vote: _____

12. CONSIDER JOHNSON COUNTY CORONAVIRUS RELIEF FUND SUBRECIPIENT GRANT AGREEMENT

Motion: _____ Second: _____ Vote: _____

13. Report By The City Administrator

- Marketing and Communications Quarterly Update

14. Report By the Mayor

15. Future Meeting Reminders:

- October 8th: City Council Meeting – 7:00 PM
- October 8th: City Council Work Session Regarding CIP
- October 13th: Planning Commission Meeting – 7:00 PM
- October 22nd: City Council Meeting – 7:00 PM
- October 22nd: City Council Work Session Regarding Code Enforcement

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

Motion: _____ Second: _____ Vote: _____

17. 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 FOR THE PURPOSES OF NON-ELECTED PERSONNEL

Motion: _____ Second: _____ Vote: _____

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

EVENTS

October 21st: Senior Lunch and Bingo at New City Church

October 25th: Halloween Party

October 27th: Municipal Court

City of Edgerton, Kansas
Minutes of City Council Regular Session
September 10, 2020

A Regular Session of the City Council (the Council) was held in the Edgerton City Hall, 404 E. Nelson Edgerton, Kansas on September 10, 2020. The meeting convened at 7:00 PM with Mayor Roberts presiding.

1. ROLL CALL

Ron Conus	present
Clay Longanecker	present
Josh Lewis	absent
Katee Smith	present
Josh Beem	present

With a quorum present, the meeting commenced.

Staff in attendance:

- City Administrator Beth Linn
- City Attorney Lee Hendricks
- City Clerk/Planning and Zoning Coordinator Chris Clinton
- Finance Director Karen Kindle
- Public Works Director Dan Merkh
- Public Works Superintendent Trey Whitaker
- Marketing and Communications Manager Kara Banks
- Customer Service Representative/Court Clerk Alex Clower

2. WELCOME

3. PLEDGE OF ALLEGIANCE

CONSENT AGENDA

4. Approve Minutes for August 27, 2020 Regular City Council Meeting
5. Approve Renewing Jeremy Little and Charlie Crooks appointments to the Edgerton Planning Commission, each for a three-year term expiring September 2023
6. Approve the Final Acceptance of Phase I of the South I-35 Gravity Sewer
7. Approve the Final Acceptance of Phase II of the South I-35 Gravity Sewer
8. Approve the Concurrence to Bid the 1st Street and Meriwood Lane Stormwater Repair Project
9. Approve Resolution 09-10-20C Waving the City's Compliance with Generally Accepted Accounting Principles for Financial Reporting and Causing Such Reports to be Prepared in Compliance with the Cash Basis and Budget Laws of the State of Kansas

Councilmember Longanecker motioned to approve the Consent Agenda, motion seconded by Councilmember Smith. The Consent Agenda was approved, 4-0.

Employee Introduction

Mr. Dan Merkh, Public Works Director, introduced Mr. Braden Hunsperger, who was hired on as a maintenance worker for Parks and Recreation. Mr. Merkh stated they are pleased to be fully staffed once more. Mr. Hunsperger addressed the Council. He said he started in landscaping then worked as electrician apprentice. He learned he likes working outdoors more than indoors and glad to be able to be doing just that. The Council welcomed him to Edgerton.

REGULAR AGENDA

10. Public Comments

- There were no public comments made at this time.

11. Declarations

- There were no declarations made by any of the Councilmembers.

BUSINESS REQUIRING ACTION

12. CONSIDER EAGLE SCOUT PROJECT PLAN FROM ZACHARY NORSBY FOR RESTORATION OF THE EDGERTON COMMUNITY MUSEUM PORCH INCLUDING A \$325.00 FUNDING REQUEST

Mr. Merkh addressed the Council. He stated Mr. Norsby originally approached the Council on August 8, 2019 to request a donation to fund his Eagle Scout Project at the Edgerton Community Museum. The project included restoring a section of the porch roof and replacement of the porch stairs and handrail. At that time, the Council directed Mr. Norsby to meet with City Staff to review a detailed project plan and return to Council with that detailed plan. He was also asked to solicit donations from outside sources prior to asking for funding from the Council. Mr. Norsby reached out to the building inspector on September 30, 2019 asking for guidance on what type of plans would be required. He was told that work on commercial space requires a Johnson County licensed contractor and that the 2006 IBC would be the code under which compliance would be reviewed.

Mr. Merkh explained on August 12, 2020, Mr. Norsby reached out to City Staff via email to state that the project scope had been tailored back to exclude the rebuilding of the steps and handrail so that a building permit and a commercial contractor would not be required. City Staff asked Mr. Norsby to provide a detailed plan that could be reviewed and evaluated. On September 1, 2020 City Staff met with Mr. Norsby at the Edgerton Community Museum along with a representative from GBA, the City's contracted service provider for building inspection services. It was determined at that time that the work being performed, which was listed as the splinting of beams, attaching a sheet of plywood, screen, and Tyvek, would not require a building permit.

Mr. Norsby approached the Council. He stated last year he ran into some complications with a contractor approving him, applying for a permit, and supervising the work. He explained he adjusted the work to where a building permit will no longer be required. The support beams will now be splinted of being replaced and the handrails will not be replaced.

Plywood will be added to the roof for aesthetic purposes and Tyveck will be added on top to protect the soffit from moisture penetration. Mr. Norsby explained the final steps will be to wash and scrape any of the old paint and repaint the porch with the same colors. He said the estimated price is \$313 and does include a fifty-dollar (\$50) discount from Home Depot. He is requesting a donation not to exceed \$325. Mr. Norsby stated as part of the request, he will need access to water for power washing, electricity for the use of any power tools, and restroom facilities as needed.

Mayor Roberts inquired to any concerns City Staff has. Mr. Merkh replied City Staff does not have any concerns at this time. Councilmember Longanecker asked if there was water access off the side of City Hall. Mr. Merkh answered City Staff will have to verify the location of any spigots for water access. Councilmember Longanecker stated the Museum can supply electricity. Mr. Norsby stated restroom access will be needed on a Sunday. Ms. Beth Linn, City Administrator, said City Staff could loan a key for City Hall to Mr. Norsby but asks him to coordinate with City Staff to ensure there is not a Hall rental or event that weekend.

Councilmember Longanecker motioned to approve a donation not to exceed \$325, the use of water from City Hall if it is available, restroom access at City Hall, and electricity from the Museum. Councilmember Smith seconded the motion. The donation and utility access was approved, 4-0.

13. CONSIDER RESOLUTION 09-10-20A AUTHORIZING THE IMPROVEMENT OR RE-IMPROVEMENT OF A MAIN TRAFFICWAY WITHIN THE CITY OF EDGERTON, KANSAS; AND PROVIDING FOR THE PAYMENT OF THE COSTS THERE OF

Ms. Karen Kindle, Finance Director, spoke before the Council. She stated at the August 27, 2020 Council Meeting, the Council took the first step in issuing the temporary notes to finance the Homestead Lane Intersection Project by approving Ordinance No. 2045 designating Homestead Lane as a main trafficway of the City. She said Resolution No. 09-10-20A is the next step towards issuing temporary notes to finance the project. The resolution authorizes the project and provides for the payment of the project costs. The resolution includes a description of the project and the cost of the project, as well as how much of the project will be funded with temporary notes.

Councilmember Longanecker inquired to what the plan is for paying the bonds back. Ms. Kindle replied eventually TIF revenues from the development will be used to pay off the loans. Ms. Linn explained this is used as a gap financing tool. The Notes provide a way to fund the work before TIF revenues come in. Mayor Roberts asked how other cities use this tool. Mr. Kevin Wempe, Bond Council, stated General Obligation Temporary Notes can be used as a permanent finance tool or it could be used to get to the permanent finance tool. Typical permanent finances are General Obligation Bonds, CID, or TIF revenues. The Temporary Notes will be establishing the revenues in the meantime. These are used to fund the construction to get the project to completion. Councilmember asked if these were two (2) year notes. Mr. Wempe replied they are. Mayor Roberts stated he has heard other cities use temporary notes throughout the development. Mr. Wempe recommends the temporary notes be used to close the gap between the permanent financing.

Councilmember Longanecker motioned to approve Resolution No. 09-10-20A which is authorizing the improvement or re-improvement of a main trafficway within the City of Edgerton, Kansas; and providing for the payment of the costs there of. Councilmember Beem seconded the motion. Resolution No. 09-10-20A was approved, 4-0.

14. CONSIDER APPROVING RESOLUTION 09-10-20B AUTHORIZING AND DIRECTING THE ISSUANCE, SALE AND DELIVERY OF GENERAL OBLIGATION TEMPORARY NOTES, SERIES 2020A, OF THE CITY OF EDGERTON, KANSAS; PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX, IF NECESSARY, FOR THE PURPOSE OF PAYING THE PRINCIPAL OF AND INTEREST ON SAID NOTES AS THEY BECOME DUE; MAKING CERTAIN COVENANTS AND AGREEMENTS TO PROVIDE FOR THE PAYMENT AND SECURITY THEREOF; AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS CONNECTED THEREWITH

Ms. Kindle informed the Council in 2019, the City issued general obligation temporary notes to finance the 2019 Street Reconstruction Project. Those notes mature on October 1, 2020. The City will pay off a portion of the principal and finance the remaining principal with the Series 2020A general obligation temporary notes. She explained in the development agreement with My Store III, which was approved on November 19, 2019, the City is required to construct an intersection at Homestead Lane and 200th Street. The construction costs for this project will also be financed with the Series 2020A general obligation temporary notes.

Ms. Kindle stated the Council has taken various actions over the last two meetings to issue the temporary notes. On August 13, 2020, the Council approved Resolution No. 08-13-20A which authorized the City to offer the temporary notes for sale and authorized the Mayor to execute a Note Purchase Agreement within certain parameters. She said on August 27, 2020 the Council approved Ordinance No. 2045 designating Homestead Lane as a main trafficway of the City. Ms. Kindle explained earlier this meeting, the Council approved Resolution No. 09-10-20A which authorized the Homestead Lane Intersection Project and the amount to be funded with temporary notes.

Ms. Kindle said the Financial Advisor requested a proposal from US Bank, the holder of the Series 2019A Notes, as well as a proposal from Intrust Bank. Only US Bank provided a proposal. US Bank proposed a two-year term with semi-annual interest payments and an interest rate of 0.86%, which is substantially less than the rate received on the Series 2019A Notes. The proposal also allows the City to make prepayments during the term of the notes. She informed the Council, the Mayor has executed a Note Purchase Agreement with US Bank, which was authorized by Resolution No. 08-13-20A. The Note Purchase Agreement documents US Bank's agreement to purchase the notes from the City and include various representations by the City and US Bank regarding the sale of the notes.

Ms. Kindle stated Resolution No. 09-10-20B contains the specifics for the notes, including the amount of the notes, the interest rate, the maturity date, repayment provisions, and other details. She said approval of Resolution No. 09-10-20B is the final step in the temporary notes process. If the Resolution is approved, the closing date for the notes would be September 24, 2020. The City Attorney has reviewed and approved the resolution and the Note Purchase Agreement.

Councilmember Smith inquired if the Series 2019A Notes were one (1) or 2-year term notes. Ms. Kindle answered they are a 1-year term and the Series 2020A will be 2-year term but can be paid at any time.

Councilmember Smith motioned to approve Resolution No. 09-10-20B authorizing and directing the issuance, sale, and delivery of General Obligation Temporary Notes, Series 2020A, of the City of Edgerton, Kansas; providing for the levy and collection of an annual tax, if necessary, for the purpose of paying the principal of and interest on said notes as they become due; making certain covenants and agreements to provide for the payment and security thereof; and authorizing certain other documents and actions connected therewith. Councilmember Longanecker seconded the motion. Resolution No. 09-10-20B was approved, 4-0.

15. CONSIDER THE PURCHASE OF A SEAL MASTER TR-125 DA CRACK SEALING MACHINE FROM SEAL MASTER OF KANSAS CITY

Mr. Merkh addressed the Council. He stated in 2019, the Council directed City Staff in the annual Budget that the Crack Seal Machine be added to the 2020 Vehicle and Equipment Budget for purchasing in the 2020 Budget Cycle. On August 22, 2019, the Council approved the budget for 2020, which included the purchase of this equipment. On June 25, 2020, the purchase of the Crack Seal Machine was confirmed during the annual Budget. On August 13, 2020, the Council approved the 2021 budget, which included the Current Program for Vehicle and Equipment: 2020-2021.

Mr. Merkh said at the present time, Public Works rents a machine from PMSI twice a year to handle some of the annual crack sealing duties. At times, the scheduling of the rental unit has been difficult, weather is not conducive for completing crack sealing activities, the transportations of the rental unit to and from PMSI is a considerable constraint in City Staff time and dedicating City Staff time to only completing crack sealing activities does not allow for flexibility in the work day. Mr. Merkh explained Crack Sealing is a preventative maintenance activity that is used to reduce the amount of water making its way through and into an asphalt roadway, or concrete joint. Crack sealing is one of the most cost effective and helpful preventative maintenance activities throughout the life of the roadway. He said with the continued investment in both improving the street network and more in-depth maintenance activities the addition of a Crack Seal Machine will provide the City the flexibility to provide preventative measures, reduce the response time to seal cracks, and expand the sealing program. The expansion of this program will include sealing activities following major maintenance and reconstruction projects.

Mr. Merkh explained the Vehicle and Equipment Policy requires the preparation of the specifications for the replacement of equipment with an effort for those to be as standard as possible to provide for economical and efficient repairs. It also requires that the City first use cooperative purchasing partnerships. City Staff used Sourcewell Cooperative Purchasing, formerly National Joint Powers Alliance (NJPA), to access competitively solicited bids and received 2 bids from local distributors/dealers. A third bid was obtained from a company outside Sourcewell to meet the requirements of the City's purchasing policy. The provided three (3) bids, all meeting minimum requirements. He stated City Staff recommends the

purchase of the lowest and best bid, a Seal Master TR-125 DA for \$57,804. This unit will be purchased from Seal Master of Kansas City and if approved, expenditures are scheduled to occur in 2020.

Councilmember Smith inquired if it is common for cities to own this type of equipment. Mr. Merkh replied that it is. Mayor Roberts explained the City did own a crack seal machine, but it was lost in the flood in 2017. The machine is important to help maintain the roads. Mr. Merkh agreed. He said many cities in the area do own this equipment. Councilmember Smith asked if Edgerton could rent it to other cities if Public Works is not using it to recoup some of the cost. Mr. Merkh replied there could be an issue with liability, but City Staff can look into it that option.

Councilmember Longanecker motioned to approve the purchase of a Seal Master TR-125 DA Crack Sealing Machine from Seal Master of Kansas City. Councilmember Beem seconded the motion. The purchase was approved, 4-0.

16. CONSIDER THE PURCHASE OF A MACK GRANITE 64FR (TANDEM AXLE DUMP TRUCK) TO BE PURCHASED FROM WESTFALL GMC TRUCK (MACK) AND THE CORRESPONDING EQUIPMENT UPFIT FROM AMERICAN EQUIPMENT

Mr. Merkh spoke before the Council. He said in 2019, the Council directed City Staff in the annual Budget that the Tandem Dump Truck be added to the 2020 Vehicle and Equipment Budget for purchasing in the 2020 Budget Cycle. On August 22, 2019, the Council approved the budget for 2020, which included the purchase of this equipment. On June 25, 2020, the purchase of the Tandem Dump Truck was confirmed during the annual Budget. On August 13, 2020, the Council approved the 2021 budget, which included the Current Program for Vehicle and Equipment: 2020-2021.

Mr. Merkh said with the proposed Tandem Axle Dump Truck, Public Works will have the capability to haul approximately sixteen (16) tons of material at one (1) time. With the ability to haul additional materials, this unit will allow City Staff to make fewer trips to pick up bulk material. The Tandem Dump Truck will handle much of the hauling of material for the Public Works Department. These essential functions include hauling of asphalt, rock, topsoil, and other bulk material used in the day-to-day operation of the Public Works Department. He stated with the growth at Logistics Park Kansas City (LPKC), and the corresponding increase in the number of roadways that the City must maintain, the addition of the Tandem Axle Dump Truck will make winter operations and snow removal more effective and efficient. This unit will replace the Tandem Axle Dump Truck lost in the 2017 flood. Mr. Merkh said this will be better equipped to handle the removal of ice better than the current trucks the City uses.

Mr. Merkh explained the Vehicle and Equipment Policy requires the preparation of the specifications for the replacement of equipment with an effort for those to be as standard as possible to provide for economical and efficient repairs. It also requires that the City first use cooperative purchasing partnerships. City Staff used Sourcewell Cooperative Purchasing, formerly NJPA, to access competitively solicited bids and received 3 bids from local distributors/dealers. From this process, 3 lowest bids were submitted, with all 3 meeting minimum requirements. Mr. Merkh said the upfit was competitively bid locally from the only

2 companies that specialize in snow removal items. Both companies submitted bids, with Kranz of Kansas City submitting an electronic system and material type that did not meet the minimum specifications. American Equipment's bid did meet minimum specifications and minimum requirements as requested. He stated City Staff recommends the purchase of the lowest and best bid, a Mack Granite 64FR (Tandem Axle Dump Truck) for \$233,542. Budget allocation for this equipment is \$250,000. This unit will be purchased through the Sourcewell Cooperative Purchasing, through Westfall GMC Truck (Mack) and the corresponding upfit will be completed by American Equipment. If approved, the expenditures are scheduled to occur in 2021 due to lead time in manufacturing.

Councilmember Longanecker inquired if the price shown included the price for the upfit of the snow removal items. Mr. Merkh answered it does. Mayor Roberts explained the City used to not have the equipment to effectively remove ice from roadways and would have to ask the County to do it. The City owned one for a short timeframe and it was a great value during that timeframe.

Councilmember Longanecker motioned to approve the purchase of a Mack Granite 64FR to be purchased from Westfall GMC Truck and the corresponding equipment upfit from American Equipment. Councilmember Smith seconded the motion. The purchase was approved, 4-0.

17. CONSIDER THE PURCHASE OF A CATERPILLAR 926 WHEEL LOADER, TO BE PURCHASED FROM FOLEY EQUIPMENT

Mr. Merkh spoke before the Council. He said in 2019, the Council directed City Staff in the annual Budget that the Wheel Loader be added to the 2020 Vehicle and Equipment Budget for purchasing in the 2020 Budget Cycle. On August 22, 2019, the Council approved the budget for 2020, which included the purchase of this equipment. On June 25, 2020, the purchase of the Wheel Loader was confirmed during the annual Budget. On August 13, 2020, the Council approved the 2021 budget, which included the Current Program for Vehicle and Equipment: 2020-2021.

Mr. Merkh explained the Wheel Loader is a unit that will handle much of the loading of material at the Public Work Facility. The essential function includes loading of salt during winter operations, loading of spoil/debris material for haul off, stock piling bulk material such as topsoil, mulch, rock, millings, and tree/vegetation both departmentally and residential drop off. The Wheel Loader has the capacity to complete other tasks in the field such as setting of manholes, pipe for stormwater, wastewater and water and removal activities related to large scale concrete work. Mr. Merkh said the Wheel Loader will serve as the key piece of equipment during winter operations for the loading of salt. This unit is the only way that City Staff will be able to load the proposed Tandem Axle Dump Truck and will handle the task of loading salt in the other winter operational vehicles with salt spreading capabilities. Currently City Staff uses a skid steer to load the salt.

Mr. Merkh explained the Vehicle and Equipment Policy requires the preparation of the specifications for the replacement of equipment with an effort for those to be as standard as possible to provide for economical and efficient repairs. It also requires that the City first use cooperative purchasing partnerships. City Staff used Sourcewell Cooperative Purchasing,

formerly NJPA, to access competitively solicited bids and received six (6) bids from local distributors/dealers and 1 who did not submit a bid. From this process, five (5) lowest bids were submitted, with 2 not meeting minimum requirements. He stated City Staff recommends the purchase of the lowest and best bid, a 2020 Caterpillar 926 Wheel Loader for \$183,844. Budget allocation for this equipment is \$200,000. This unit will be purchased through the Sourcewell Cooperative Purchasing, through Foley Equipment. If approved, the expenditures are scheduled to occur in 2020.

Mayor Roberts stated during the work session related to the equipment, there was a discussion about the safety of this item versus of what the City currently uses and does. He said this item makes loading salt a lot safer and it is impossible to put a price on safety.

Councilmember Longanecker motioned to approve the purchase of a Caterpillar 926 Wheel Loader to be purchased from Foley Equipment. Councilmember Smith seconded the motion. The purchase was approved, 4-0.

18. CONSIDER APPROVING AN AGREEMENT WITH VARNEY & ASSOCIATES, CPAS, LLC TO PREPARE THE CITY'S FINANCIAL AUDIT FOR FISCAL YEAR 2020

Ms. Kindle approached the Council. She said in 2015, the City conducted a Request for Proposal (RFP) for audit services and selected Varney & Associates, CPAs, LLC, to perform the annual audit of the City's financial statements. The RFP solicited audit services for 3 fiscal years from 2015 to 2017. In May of 2018, the Council approved a 3-year agreement with Varney & Associates to audit the financial statements from the fiscal years of 2018, 2019 and 2020 for a flat fee per year of \$8,400. The engagement letter for the 2020 audit was provided to the Council, as is the audit fee in the 2021 Budget. The City Attorney has reviewed and approved the engagement letter.

Mayor Roberts said he thought it was interesting the same firm is doing the audit for Unified School District #231 as well.

Councilmember Conus motioned to approve the agreement with Varney & Associates, CPAs, LLC to prepare the City's financial audit for the 2020 fiscal year. Councilmember Smith seconded the motion. The agreement was approved, 4-0.

19. CONSIDER APPROVING THE WATER CONSERVATION PLAN

Mr. Merkh addressed the Council. He said the City is required to have a Water Conservation Plan adopted by the Governing Body and filed with the Kansas Water Office (KWO). The City last approved the Water Conservation Plan in July 2016. The primary objective of the Water Conservation Plan for the City is to develop a long-term water conservation plan, which is addressed in the Long-Term Water Use Efficiency Section of the Plan, and short-term water emergency plans, addressed in the Drought Response Section of the Plan, to ensure City customers of an adequate water supply to meet their needs. He stated the efficient use of water also has the beneficial effect of limiting or postponing water distribution system expansion and thus limiting or postponing the resultant increases in costs, in addition to conserving the limited water resources of the State of Kansas.

Mr. Merkh stated the KWO has reviewed the Plan and recommended updates, including to update the City's latest water use history. Once approved by the Council, City Staff will submit the updated plan to the KWO, who will in turn submit the plan to the Division of Water Resources with a recommendation for approval. City Staff intends to bring the Plan to the Governing Body for review annually.

Councilmember Beem motioned to approve the Water Conservation Plan. Councilmember Longanecker seconded the motion. The Water Conservation Plan was approved, 4-0.

20. CONSIDER APPROVING RESOLUTION NO. 09-10-20D APPROVING THE WATER EMERGENCY PLAN FOR THE CITY OF EDGERTON, KANSAS, AND AUTHORIZING THE CITY ADMINISTRATOR TO IMPLEMENT SAID PLAN AS NEEDED

Mr. Merkh spoke before the Council. He said City Staff recommends the Council consider adoption of Resolution No. 09-10-20D which approves the updated Water Emergency Plan providing for the means of managing water resources in the event of an emergency or weather-related event. A Water Emergency Plan is a best management practice for water utilities and is required for water utilities by the KWO. The Plan was last approved by the Council on July 14, 2016. He explained the primary objective of the Water Emergency Plan for the City is to isolate and conserve an adequate supply of potable water during emergency conditions that will be used only to sustain human life and maintain acceptable standards of hygiene and sanitation. Other topics included in the Plan include Organizational Hierarchy, Mutual Aid, Emergency Equipment, and Supplies and Disaster Response. The Plan also includes critical contact information needed at time of an emergency. City Staff recommends the Water Emergency Plan be reviewed on an annual basis simultaneously with the Water Conservation Plan. The 2020 updates include new communication measures to include the City social media accounts and new contact information in Appendix A of the Plan.

Mayor Roberts commended City Staff on the Water Conservation and Water Emergency Plans. These items have not been updated recently, but City Staff did a wonderful job of making them easy to read and understand and bringing them up to today's standards. Councilmember Longanecker inquired if these items need to be updated annually. Mr. Merkh answered it is recommended they at least be reviewed yearly. Mayor Roberts said it should be reviewed but the content rarely changes. He has not seen the Water Emergency Plan implemented in Edgerton, but it is good to have one in place in case it needs to be used. Ms. Linn stated it is good for City Staff to review annually and know that the Plans are in place.

WALK ON ITEM: CONSIDER THE SELECTION OF RENAISSANCE INFRASTRUCTURE CONSULTING (RIC) TO PROVIDE CONSTRUCTION INSPECTION SERVICES FOR THE HOMESTEAD LANE INTERSECTION IMPROVEMENTS

Mr. Merkh stated on September 1, 2020, the City issued a Request for Qualifications seeking construction inspection services for the installation of the Homestead Lane Intersection Improvements. The Council awarded the construction of the project to Miles Excavating. Five (5) firms were selected for solicitation for services with two (2) responses. In the

solicitation, firms were asked to provide an explanation of their ability to perform the work, an ability to meet the schedule, the reason why they should be selected, an hourly rate sheet, and an estimate of hours needed to perform the work.

Mr. Merkh stated RIC proved to be the best firm to perform the work. This project is on a tight construction schedule, and RIC can meet this schedule. They are also a valued partner with the City and ElevateEdgerton!, having worked with the City on multiple occasions. RIC has an extensive knowledge of how Edgerton conducts projects. They also have a team with over thirty (30) years' experience.

Mr. Merkh stated City Staff and RIC will work to prepare an Agreement for Service. The Agreement will provide a scope of work to include such services as performing inspections, notification of the City of any significant issues or changes to the plans, providing detailed reports of construction activity, reviewing testing reports and pay estimates. The Agreement also includes an hourly rate schedule applicable for the term of the Agreement. The Agreement is structured similar to the Agreement for the City Engineer services where the City is only billed for actual hours of work performed. City Staff will work with RIC to best prioritize the use of their services to limit the project budget.

Mr. Merkh explained upon completion, the Agreement will be reviewed by the City Attorney. City Staff would recommend approval of the selection of RIC and authorizing the Mayor to execute the Agreement once approved by the City Attorney to expedite the ability for RIC to begin services immediately to meet the construction schedule.

Mayor Roberts stated he does not have any concerns regarding RIC doing the inspections. He stated BG Consultants is typically who the City contracts with, but they are the designers of this project, so it is best to not have them doing inspections on this project.

Councilmember Longanecker motioned to approve the selection of RIC to provide construction inspection services for the Homestead Lane intersection improvements. Councilmember Beem seconded the motion. RIC was selected to provide inspection services for the Homestead Lane intersection improvements, 4-0.

21. Report by The City Administrator

- Quarterly Report from the Johnson County Sheriff's Office

Deputy Brad Johnson, Johnson County Sheriff's Office, approached the council. He stated he used the data from the first of the year to the end of July and compared them to the statistics from 2019. All of the data does include everything from LPKC as that is in Edgerton City Limits.

Deputy Johnson explained Group A crimes are crimes against persons and property, such as robbery, battery, sexual offences. There appears to be a drastic change in the percentage because the numbers are low, and it is compared to other cities in the county. He stated the number of reported battery crimes stays pretty constant. There were 5 reports of forcible sex offenses in 2019 and those individuals were arrested, and none have been reported in 2020. He said most of the reports of criminal damage to

property have been juveniles who have not been in school and got bored. Most of those cases have been resolved. Deputy Johnson stated theft has dropped considerably as 2 people in town were committing most of the crimes. The Sheriff's office was able to arrest them even after US Marshals attempted to capture them. He explained drug and narcotics charges are up to forty-five (45) cases. He said this is actually good as the deputies are catching the perpetrators instead of not knowing about them. In all of 2019 there were forty-three (43) drug cases, and it is up to forty-five (45) cases as of the end of July, so the drugs are coming off the streets.

Deputy Johnson stated Group B offenses are crimes against society. He stated these cases are drunk driving, ordinance violations, and failure to appear warrants and similar crimes. Overall, there is an increase of forty-nine (49) compared from 2019. This is because those cases are being caught and taken care of and not sliding by. The Crime Index, which informs the public with how safe an area is, for Edgerton is eight percent (8%). He stated that is lower than Gardner, which is eleven percent (11%). Mayor Roberts said Gardner is touted as one of the safest cities in Kansas. Deputy Johnson said since Edgerton does not have its own police department, it gets grouped in with the Sheriff's Office. Last year, Edgerton's Crime Index was twelve percent (12%).

Ms. Linn stated City Staff has built a relationship with Deputy Johnson that has been extremely helpful. City Staff appreciates the funding provided from the Council to have Deputy Johnson dedicated to Edgerton. Deputy Johnson stated he has been able to build relationships with the residents and hold people accountable. He explained the sheriff assigned for this area would rotate every 2 to four (4) weeks and it would make it difficult to build those relationships. He is able to take time on smaller cases than before. He has not had many complaints for four-wheelers in quite some time, which is surprising to him, especially with kids being out of school for so long. He explained he has been able to help people and be a good presence in the City.

Deputy Johnson stated the Sheriff's presence in LPKC has been low as they have not had the resources for inspection and weight checks. The Sheriff's Office felt it was important to have more resources for these vehicles. Deputy Johnson stated he is now a certified commercial vehicle inspector. He has stopped some trucks and have helped get some drivers off the streets. He is certified to weigh trucks to see if they are overweight, but more scales will be needed. This will help keep overweight trucks off the roads, so the City does not have to continue to repair streets damaged by overly heavy loads. He knows a fine schedule is being drafted for this issue.

Deputy Johnson stated he patrols the 1 square mile that is residential Edgerton. He said he has recovered 5 stolen vehicles and 2 stolen trailers and has gotten drugs and weapons off the streets. From January 1, 2019 to July 31, 2019, there were 164 citations written in Edgerton. In the same time frame for 2020, 317 citations have been issued and that is without any traffic stops for 2 months due to the pandemic. Deputy Johnson said many of the traffic stops are drivers who are not from Edgerton. He said his biggest complaint is drivers not stopping at stop signs. He said he has issued twenty-six (26) stop sign tickets and many warnings. Out of those 317 citations, 262 tickets have been written by Deputy Johnson. This increase in traffic patrol has decreased accidents by fifty-seven percent (57%). He acknowledged it is a lot of tickets, but the

finances are cheaper than accident repair bills. Deputy Johnson said there have been only 3 injury accidents in Edgerton. He said he does ride his bike around as well.

Mayor Roberts said when Deputy Johnson first started, the position was for forty (40) hours a week but he does come in on other days as well. Deputy Johnson stated that is correct. He informed Council he does pick up some overtime shifts and starts his shift in Edgerton. He drives the residential areas during the late-night hours to ensure everyone is safe. His hours do rotate but he always comes into Edgerton each shift. Deputy Johnson said he is invested in this community and likes to ensure it is safe. Councilmember Longanecker said Deputy Johnson is making a big difference and appreciates it and inquired if there are a lot of speeding tickets issued. Deputy Johnson stated there has been. Mayor Roberts asked what the highest speed over the limit Deputy Johnson has seen. Deputy Johnson answered there has been a seventy (70) in a 45 miles per hour ticket issued that was in a construction zone while crews were onsite. Ms. Linn commented there have been some speeding citations issued for drivers going over ninety (90) in a thirty-five (35) zone. Deputy Johnson concurred and many trucks going sixty (60) on Homestead Lane. Those also lead to an inspection as well.

- Councilmember Longanecker asked about 502 E Martin. City staff has been notified of people working on the house. A couple that claims to be buying the house from the current owner are interested in repairing the structure. There has been a lot of work done already on the yard. City Staff has started the conversation on what will be owed and the scope of work to be done. City staff plans to meet with them to discuss all of the items that need to be done at that property. Beth said they had the 30 days to repair or demolish but the City has not reached that point yet. The city would like to see progress on the property. City Attorney Lee Hendricks added that if it were the same owner, he would be concerned about any promises to improve the property. Councilmember Longanecker said there were a lot of people working on the property. Ms. Linn said the City does have concerns and will have the structure inspected to ensure it is done correctly.
- Ms. Linn stated on August 8, 2020 a memorandum was signed by the President to allow employees deferment of their FICA social security taxes. She stated employers can opt out of that. The memorandum would allow employees to defer their social security tax from September 1, 2020 to December 31, 2020 but would have to be repaid when the employee files their 2020 tax return. When the memorandum was signed, there was little guidance from the federal government. City Staff has received information from the federal Treasury and the City's payroll software provider. Due to it being an optional deferral, the software company is not offering support for implementation. Ms. Linn explained City Staff does not have the manpower to handle that issue currently and the City would be required to pay back that money if an employee leaves during that time and opted for the deferment.
- Ms. Linn explained that due to the size of Johnson County, they have received \$116,000,000 in Coronavirus Aid, Relief, and Economic Security (CARES) funding. The County has set an amount for local governments to seek reimbursement of funds pertaining to the pandemic. The expenditures have to qualify for 1 of 2 reasons to be eligible for reimbursement. The first qualifying expenditures are expenditures actually

made to combat the virus. The City was able to get reimbursed \$5,500 from the County for items purchased to aid in social distancing and hygiene. The second qualifying reason are unbudgeted items for resource planning. Ms. Linn explained Cities can request funds for unbudgeted expenditures for future items to purchase. This would be a way for City Staff to purchase items to get the Council and Planning Commission meetings live streamed. City Staff has researched some options to do so and the cost would be around \$42,000 due of the way the room is set up and its multi-purpose use. She stated the system has to be portable which adds to the cost. City Staff was informed 3 cameras and nine (9) microphones would need to be set up. It would need to be easily set up by City Staff.

Ms. Linn stated City Staff has been looking into more mobile technology in the case City Staff has to work remotely again. Research into items for the Council and Planning Commission has also been done. City Staff is looking into upgrades in the ventilation system to prevent cleaning of the area after each event as well. She stated the City will be submitting those projects to the County to see what the County provides funding for. The City will allocate the funds received from the County accordingly. Ms. Linn stated Edgerton's share of the funds set aside is \$50,000. Councilmember Conus inquired if this would be a grant or something that would have to be paid back at a later time. Ms. Linn replied that whatever the County provides would be a grant and has to be spent by the end of the year or would have to be paid back. A consultant reviews all of the purchases to make sure it meets the federal guidelines. She said there has been a lot of work put into just getting the request submitted. Mayor Roberts said all of the funds have to be spent by the County by the end of the year as well. He stated he believes it is a way for the County to slow the process of allocating the funds and adding extra paperwork. Ms. Linn stated City Staff hopes to be able to recapture the funds of the utility late fees that were waived during the pandemic.

22. Report by the Mayor

- Mayor Roberts stated he does not have anything to report.

23. Future Meeting Reminders:

- September 24th: City Council Meeting – 7:00 PM
- September 24th: City Council Work Session Regarding All-Terrain Vehicles
- October 8th: City Council Meeting – 7:00 PM
- October 8th: City Council Work Session Regarding CIP
- October 13: Planning Commission Meeting – 7:00 PM
- October 22nd: City Council Meeting – 7:00 PM
- October 22nd: City Council Work Session Regarding Code Enforcement

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

Councilmember Smith motioned to recess 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 the City Attorney and the City Administrator for the purposes of contract negotiations for twenty (20) minutes. Councilmember Longanecker seconded the motion. The meeting recessed into executive session at 8:37 PM, 4-0.

Councilmember Smith motioned to return to open session with no action being taken. Councilmember Beem seconded the motion. Open session resumed at 8:57 PM, 4-0.

Councilmember Smith motioned to recess 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 the City Attorney and the City Administrator for the purposes of contract negotiations for 5 minutes. Councilmember Longanecker seconded the motion. The meeting recessed into executive session at 8:58 PM, 4-0.

Councilmember Smith motioned to return to open session with no action being taken. Councilmember Beem seconded the motion. Open session resumed at 9:03 PM, 4-0.

25. 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 consultation with an attorney deemed privileged in the attorney-client relationship to include the City Attorney, Public Works Director, and the City Administrator for the purposes of pending litigation for 5 minutes. Councilmember Beem seconded the motion. The meeting recessed into executive session at 8:29 PM, 4-0.

Councilmember Smith motioned to return to open session. Councilmember Longanecker seconded the motion. Open session resumed at 8:34 PM, 4-0.

Councilmember Longanecker motioned to approve a payment of \$79,160 to D & J Development for the purposes of land acquisition for sanitary sewer easements as specified in the eminent domain case. Councilmember Conus seconded the motion. The payment was approved, 4-0. Mr. Lee Hendricks, City Attorney, this can be paid tomorrow, and work can then start soon thereafter.

26. Adjourn

Ms. Linn stated the City has fulfilled the position of City Clerk. She stated it was an internal hire and Ms. Alex Clower will be transitioning from Customer Service Representative/Court Clerk to the City Clerk over the coming weeks.

Mayor Roberts reminded everybody about the Cops and Bobbers event this Saturday. Councilmember Conus volunteered to help out.

Councilmember Smith motioned to adjourn the meeting, seconded by Councilmember Beem. The motion carried and the meeting adjourned at 9:07 PM, 4-0.

EVENTS

September 12th: Cops and Bobbers at Edgerton Lake – 9 AM to Noon

September 16th: Senior Lunch and BINGO at New City Church

September 22nd: Municipal Court

City Council Action Item

Council Meeting Date: September 24, 2020

Department: Community Development

Agenda Item: Consider Ordinance No. 2047 Adopting A Recommendation By The City Planning Commission To Approve Rezoning Application ZA2020-01 Comprising Approximately 11.2 Acres Of Land at 33364 W. 191st Street [Generally Located South and West of the Intersection of 191st Street and Waverly Road] In Edgerton, Kansas From Johnson County "RUR" (Rural District) Zoning To City Of Edgerton "L-P" (Logistics Park) Zoning District.

Background/Description of Item: On July 29, 2020, the City of Edgerton received rezoning application ZA2020-01 from Fire District #1 Johnson County requesting the rezoning of two parcels from Johnson County RUR zoning to City of Edgerton L-P Logistics Park zoning.

The two parcels are adjacent to each other and are generally located south and west of the intersection of Waverly Road and 191st Street. The parcels were annexed into the City of Edgerton on March 27, 2014. The current zoning designation of RUR is considered a holding designation and thus an appropriate zoning designation is required under the City of Edgerton Unified Development Code. This request is to rezone the parcels to L-P, Logistics Park District (L-P) to accommodate a future Fire Station facility complete with bunk house, equipment bays, meeting spaces and administrative offices.

Staff reviewed this rezoning application with respect to the Edgerton Comprehensive Plan, the Edgerton Unified Development Code Zoning and Subdivision Regulations, and the laws of the State of Kansas, in particular the "Golden Criteria" as established by the Supreme Court of Kansas in 1978. The Planning Commission held a Public Hearing on September 8, 2020 regarding this rezoning request and has recommended approval of subject to the following stipulations:

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

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

Funding Source: N/A

Budget Allocated: N/A

Finance Director Approval: N/A

Recommendation: Approve Ordinance No. 2047 Adopting A Recommendation By The City Planning Commission To Approve Rezoning Application ZA2020-01 Comprising Approximately 11.2 Acres Of Land at 33364 W. 191st Street [Generally Located South and West of the Intersection of 191st Street and Waverly Road] In Edgerton, Kansas From Johnson County "RUR" (Rural District) Zoning To City Of Edgerton "L-P" (Logistics Park) Zoning District.

Enclosed:

- Ordinance No. 2047
- Staff Report from September 8, 2020 Planning Commission Meeting including Application ZA2020-01
- Draft minutes of September 8, 2020 Planning Commission Meeting

Prepared by: Katy Crow, Development Services Director

ORDINANCE NO. 2047

AN ORDINANCE ADOPTING THE RECOMMENDATION OF THE CITY OF EDGERTON PLANNING COMMISSION TO APPROVE APPLICATION ZA2020-01 FOR THE REZONING OF APPROXIMATELY 11.2 ACRES OF LAND AT 33364 W. 191ST STREET [GENERALLY LOCATED SOUTH AND WEST OF THE INTERSECTION OF 191ST STREET AND WAVERLY ROAD] IN EDGERTON, KANSAS FROM JOHNSON COUNTY "RUR" (RURAL DISTRICT) TO CITY OF EDGERTON "L-P" (LOGISTICS PARK) ZONING DISTRICT

WHEREAS, the Planning Commission of the City of Edgerton, Kansas received a request on July 29, 2020, from Fire District #1 Johnson County, the owner of two parcels of land totaling approximately 11.2 acres, generally located at 33364 W. 191st Street (south and west of the intersection of 191st Street and Waverly Road) in Edgerton, Kansas to rezone that property from Johnson County "RUR" (Rural District) to City of Edgerton "L-P" (Logistics Park) District; and

WHEREAS, following a public hearing in front of the Planning Commission on September 8, 2020 the Planning Commission has recommended that the rezoning request for that property – from Johnson County "RUR" (Rural District) to City of Edgerton "L-P" (Logistics Park) District -- be approved subject to certain conditions; and

WHEREAS, all required newspaper and mailing notifications were performed.

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

Section 1. That the following legally described property generally located at 33364 W. 191st Street (south and west of the intersection of 191st Street and Waverly Road) in Edgerton, Kansas is hereby rezoned from Johnson County "RUR" (Rural District) to City of Edgerton "L-P" (Logistics Park) District, and that City Staff is hereby directed to reflect said rezoning in the City's Official Zoning map and other City records:

THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 15, RANGE 22

BEGINNING AT THE NORTHWEST CORNER OF SAID NORTHEAST QUARTER; THENCE SOUTH 02°10'55" EAST ALONG THE WEST LINE OF SAID NORTHEAST QUARTER, 462.00 FEET; THENCE EASTERLY ALONG THE NORTH LINE OF WEST 191ST STREET AS NOW ESTABLISHED BY EMINENT DOMAIN CASE NO. 11CV09595 RECORDED IN BOOK 201111 AT PAGE 006124, WITH THE NEXT 4 COURSES; NORTH 87°49'37" EAST 253.39 FEET; A CURVE TO THE LEFT HAVING A RADIUS OF 1021.00 FEET AND AN ARC LENGTH OF 321.62 FEET; NORTH 69°46'54" EAST 1194.35 FEET TO A POINT 20.00 FEET SOUTH OF THE NORTH LINE OF SAID NORTHEAST QUARTER; NORTH 01°26'31" WEST 20.00 FEET TO A POINT ON THE NORTH LINE OF SAID NORTHEAST QUARTER; THENCE SOUTH 88°33'32" WEST 1705.79 FEET TO THE POINT OF BEGINNING. CONTAINING 11.41 ACRES OF LAND MORE OR LESS.

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

- a) All infrastructure requirements of the City for a property located in the "L-P" Logistics Park District shall be met.
- b) All platting requirements of the City for a property located in the "L-P" Logistics Park District shall be met.
- c) All Site Plan application requirements of the City for a property located in the "L-P" Logistics Park District shall be met.
- d) Prior to issuance of building permits, the property shall have a Site Plan which has been reviewed and approved by the City.

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

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

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

ADOPTED BY THE GOVERNING BODY AND APPROVED BY THE MAYOR OF THE CITY OF EDGERTON, KANSAS ON THE 24th DAY OF SEPTEMBER 2020.

CITY OF EDGERTON, KANSAS

By: _____
Donald Roberts, Mayor

ATTEST:

Christopher Clinton, City Clerk

APPROVED AS TO FORM:

Lee Hendricks, City Attorney



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STAFF REPORT

September 8, 2020

To: Edgerton Planning Commission
Fr: Katy Crow, Development Services Director
Re: Application **ZA-2020-01** Rezoning for two (2) parcels of land generally located at 33364 W. 191st Street, Edgerton, Kansas (north of 191st street and east of four Corners Road)

APPLICATION INFORMATION

Applicant:

Dennis Meyers, Agent
Fire District #1 Johnson County
490 New Century Parkway
New Century, KS 66031

Property Owner:

Fire District #1 Johnson County
490 New Century Parkway
New Century, KS 66031

Requested Action:

Rezoning from Johnson County RUR (Rural) to City of Edgerton L-P (Logistics Park) Zoning District.

Legal Description:

The northeast quarter of Section 4, Township 15, Range 22; see attached exhibits for complete description.

Site Address/Location:

33364 W. 191st Generally located south and west of the intersection of Waverly Road and 191st Street.

Existing Zoning and Land Uses:

Johnson County RUR (Rural)

Existing Improvements:

None

Site Size:

Approximately 11.2 acres.

REASON FOR REZONING REQUEST:

This property was annexed into the City of Edgerton on March 27, 2014. This rezoning is being requested for a future fire station with truck bays, a bunk house for the fire crew, administrative offices and meeting rooms. This fire station will serve logistics park development along with any residences or commercial developments in the response area. The Burlington Northern Santa Fe Railway (BNSF) intermodal facility is located adjacent to the subject site. Phase I of Logistics Park Kansas City (LPKC), is a 1,700-acre master-planned distribution and warehouse development anchored by the BNSF Railway intermodal facility,

which opened in late 2013. The location of a fire station adjacent to LPKC is to provide service delivery in that area of Edgerton along with south east Johnson County.

The subject property is surrounded by BNSF operations to the north and east, a developed L-P zoned parcel to the south which contains IP 21 (UPS), and Johnson County RUR also to the south and west. The parcel requesting rezoning is located between the existing 191st Street and the old vacated 191st Street. The parcel has frontage along 191st Street. The subject property is outlined in red and shown in Figures 1 and 2 below.

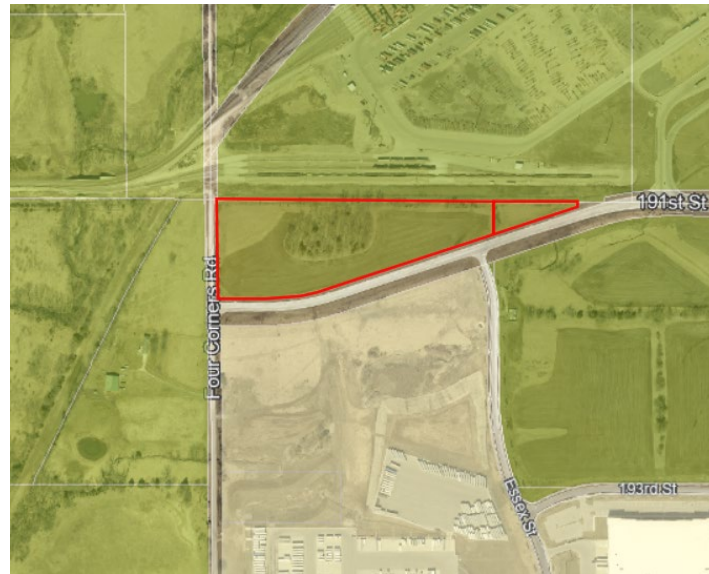


Figure 1



Figure 2

PROJECT DESCRIPTION

The rezoning request is to support a project which will build a fire station facility with ancillary administrative office uses.

INFRASTRUCTURE AND SERVICES

1. Access to the property would be from 191st Street.
2. Utilities and service providers.
 - a. Water - Johnson County Water District #7
 - b. Sanitary Sewer - City of Edgerton
 - c. Electrical Service - Kansas City Power & Light
 - d. Gas Service – Kansas Gas Service
 - e. Police service is provided by the city of Edgerton through the Johnson County Sheriff's Office
 - f. Fire protection is provided by Johnson County Fire District #1
3. Property is located within the Bull Creek watershed.

PROPERTY ZONING HISTORY

The subject property was annexed into the City of Edgerton on March 27, 2014. Prior to that, the property was in unincorporated Johnson County and as of this application it remains zoned Johnson County RUR.

STAFF ANALYSIS

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

Permitted uses within the L-P District include warehousing/distribution centers; motor freight transportation terminals; manufacturing, processing, fabrication or assembly of commodity – limited; and other permitted uses. A fire station would be an appropriate use as it is a support function for the tenants at LPKC, nearby commercial developments and residential housing.

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

1. **Need for the Proposed Change** - The applicant has requested L-P Zoning District designation to support construction of the project. Given the property's proximity to LPKC, the BNSF Railway intermodal facility and I-35, L-P Zoning District zoning is the most compatible designation for this use.
2. **Magnitude of the Change** - The existing RUR zoning is considered a holding designation. The Future Land Use Map contained in the Comprehensive Plan has the property designated as appropriate and acceptable for Business Park/Industrial uses. The proposed rezoning is compatible with the spirit and intent of future development outlined by the Comprehensive Plan and depicted by the Future Land Use Map. Due to

the property's proximity to LPKC, the BNSF Railway intermodal facility and interstate highway, the magnitude of the change is not considered extreme or rare when property is being developed for its designated and planned end use, in this case a fire station facility.

3. **Whether or not the change will bring harm to established property rights** - The subject property is adjacent to parcels containing L-P and Johnson County RUR zoning designations. If rezoned L-P as requested, a separate Site Plan review and approval will be required before building permits can be issued. Part of a Site Plan review will include attention to buffering and setbacks, stormwater management and transition of uses between adjoining uses and any proposed industrial use. This Site Plan review will help mitigate impacts that might occur to adjacent properties.
4. **Effective use of Land** – The L-P zoning designation at this location provides for a permitted use which is an effective and efficient use of the property due to its proximity to the BNSF Railway intermodal facility, LPKC and the interstate where new commercial development is occurring at the Homestead interchange. A fire station will provide a necessary public service to the surrounding community.
5. **The extent to which there is a need in the community for the uses allowed in the proposed zoning** - Construction of a fire station in this area allows for increased service delivery to the warehouses at LPKC, commercial development along the Homestead Lane interchange corridor, Big Bull Creek Park and nearby residences.
6. **The character of the neighborhood, including but not limited to zoning, existing and approved land use, platting, density (residential), natural features, and open space** – Continued development of the area will continue to include intermodal related uses and functions which support them. With the extensive, recently completed road improvements and the interchange at I-35 and Homestead Lane, the character of the area has changed from rural to industrial. The parcel to the north contains the BNSF intermodal facility and the parcel to the south contains Inland Port 21 where UPS is located. An undeveloped parcel also to the south contains an RUR designation. However, all development occurring in the immediate area has occurred on parcels containing an L-P zoning designation.
7. **Compatibility of the proposed zoning and uses permitted therein with the zoning and uses of nearby properties** - The proposed zoning is compatible with the existing development to the north, south and east. The undeveloped parcels to the south and west contain a RUR zoning designation. As is noted in the Future Land Use Map for this area, this area is designated as appropriate and acceptable for Business Park/Industrial uses. The City's Unified Development Code (UDC) states that the purpose of the L-P District is to create a limited multimodal industrial zone which provides for modern types of industrial uses or an industrial park. Limitations are placed on uses in the district to significantly restrict outside activities and the outside storage of materials, noise, vibration, etc. The site plan review process can mitigate impacts to adjacent properties with the proper attention to buffering and setbacks, stormwater management, and transition of uses.
8. **Suitability of the uses to which the property has been restricted under its existing zoning** - The existing Johnson County RUR zoning of the applicant property is not suitable for the proposed fire station facility use sought by the applicant. The Johnson County RUR zoning is primarily for single family rural residential. This type of use on a property annexed by the City, but zoned for agriculture, would not be

compatible or appropriate. Therefore, a rezoning to the L-P district is the most appropriate designation for the proposed use.

9. **Length of time the subject property has remained vacant under the current zoning designation** - Based upon available aerial photography, the property was vacant land with a possible agricultural use in unincorporated Johnson County, prior to its annexation into the City of Edgerton in 2014.
10. **The extent to which the zoning amendment may detrimentally affect nearby property** - A fire station facility is a public service entity which provides a much-needed emergency response function to the community. The proposed zoning is compatible with the uses occurring on the surrounding properties. The City's Unified Development Code (UDC) states the purpose of the L-P District is to create a limited multimodal industrial zone that provides for modern types of industrial uses or an industrial park. Limitations are placed on uses in the district to significantly restrict outside activities and the outside storage of materials, noise, vibration, etc. The site plan review process can mitigate impacts to adjacent properties with the proper attention to buffering and setbacks, stormwater management, and transition of uses.
11. **Consideration of rezoning applications requesting Planned Development Districts (PUD) for multifamily and non-residential uses should include architectural style, building materials, height, structural mass, siting, and lot coverage** - This is not a request for a PUD.
12. **The availability and adequacy of required utilities and services to serve the uses allowed in the proposed zoning. These utilities and services include, but are not limited to, sanitary and storm sewers, water, electrical and gas service, police and fire protection, schools, parks and recreation facilities and services, and other similar public facilities and services** - The subject property is located on 191st Street. 191st Street is a heavyweight corridor roadway which has the capacity to support development of the property. Utilities will be provided by the developer or the City in conjunction with development.
13. **The extent to which the uses allowed in the proposed zoning would adversely affect the capacity or safety of that portion of the road network influenced by the uses, or present parking problems in the vicinity of the property** - 191st Street is designated as a heavyweight corridor roadway and it is improved to a standard which can accommodate industrial development traffic in the area including large fire apparatus and emergency equipment. There are no known functional or safety issues occurring with the surrounding transportation network.
14. **The environmental impacts that the uses allowed in the proposed zoning would create (if any) including, but not limited to, excessive storm water runoff, water pollution, air pollution, noise pollution, excessive nighttime lighting or other environmental harm** - The City will follow National Pollutant Discharge Elimination System (NPDES) guidelines and stormwater management requirements which require any application to address runoff and water pollution mitigation measures as part of the development of the property. Mitigation of pollution in the form of air, noise, light, etc., will be addressed as part of the Site Plan review process.
15. **The economic impact on the community from the uses allowed in the proposed zoning** - A fire station provides a much-needed public service to the community and will benefit the residents and community in a positive way. Emergency

response times will be diminished with a fire station in the area and this in turn positively impacts the community.

16. **The relative gain (if any) to the public health, safety, and welfare from a denial of the rezoning application as compared to the hardship imposed upon the rezoning applicant from such denial** - There would be little relative gain, if any, to the public health, safety, and welfare from the denial of this zoning application. However, the City would be adversely impacted due to the loss of a valuable community service related to emergency and fire response activities.
17. **Consistency with the Comprehensive Plan, Capital Improvement Plan, ordinances, policies, and applicable City Code of the City of Edgerton** - The Comprehensive Plan for the City of Edgerton has the area which the property is in designated as appropriate for zoning and uses associated with business park and industrial zoning. City staff believes that the requested rezoning is compatible with the spirit and intent of future development outlined in the Comprehensive Plan and Future Land Use Map.
18. **The recommendation of professional staff** - See Recommendation below.

Recommendation:

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

1. All infrastructure requirements of the City shall be met;
2. All platting requirements of the City shall be met;
3. All Site Plan application requirements of the City shall be met;
4. Prior to issuance of building permits, the property shall be developed in accordance with a Site Plan reviewed and approved by the City.

Attachments:

- Application for Rezoning ZA2020-01
- Johnson County AIMS Map of Property
- City of Edgerton Future Land Use Map



Rezoning Application (Fee: \$250)

LOCATION OR ADDRESS OF SUBJECT PROPERTY: Northeast corner of Four Corners Rd and 191st Street

PURPOSE FOR REZONING: To construct a fire station for JCFD 1

REQUESTED REZONING CHANGE: FROM RUR TO LP
(Current Zoning) (Proposed Zoning)

LEGAL DESCRIPTION: See attached Survey 33364 W. 191st St.

CURRENT LAND USE: Farming / Ranch Land

PROPERTY OWNER'S NAME(S): Fire District #1 Johnson County PHONE: 913-764-7635

COMPANY: Fire District #1 Johnson County FAX: N/A

MAILING ADDRESS:	490 New Century Pkwy	New Century	KS	66031
	Street	City	State	Zip

APPLICANT/AGENTS NAME(S): Dennis Meyers PHONE: 816-392-5003

COMPANY: Fire District #1 Johnson County FAX: N/A

MAILING ADDRESS:	490 New Century Pkwy	New Century	KS	66031
	Street	City	State	Zip

ENGINEER/ARCHITECT'S NAME(S): Kile Morrison PHONE: 913-378-9533

COMPANY: Archimages, Inc. FAX: _____

MAILING ADDRESS:	14205 W 95th Street	Lenexa	KS	66215
	Street	City	State	Zip

SIGNATURE OF OWNER OR AGENT:

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

FOR OFFICE USE ONLY

Case No.: RZ-2A2020-01 Amount of Fee Paid: \$ 250⁰⁰ Date Fee Paid: 7/29/2020

Received By: Kathy Chow Date of Hearing: 9/08/2020

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

of the land within the notification area can be obtained from the Johnson County Department of Records and Tax Administration, or through a title insurance company (preferred method). A list of property owners within the notification area must be submitted with the application. In addition, the responsible fire protection district (if any), affected school districts, affected park districts and affected sanitary and/or drainage district shall appear on a separate list of notification. Additional parties, specified by the applicant, may appear on the notification list.

AFFIDAVIT OF COMPLIANCE: An affidavit (see attached Property Owner Notification Affidavit) concerning the mailing of property owner notification letters must be returned to the office of the City Clerk by no later than the Thursday preceding the public hearing.

PLANNING COMMISSION REVIEW AND DECISION: The Edgerton Planning Commission meets in the City Hall on the second Tuesday of every month. The agenda and staff reports will be available prior to the public hearing. The chairperson will open the public hearing for each case to hear presentations by the City staff, the owner or authorized agent, and the audience, respectively. After everyone has had the opportunity to speak, the Planning Commission will close or continue the public hearing to a later date. After the public hearing is closed, discussion will be limited to the Planning Commission and action will be taken in the form of a recommendation for approval or denial to the Governing Body.

PROTEST PERIOD: After the conclusion of the public hearing, a fourteen (14) day protest period begins. During the protest period, property owners within the notification area of the subject property may file a petition indicating their protest to the requested rezoning in the office of the City Clerk. The submission of valid protest petitions from property owners of twenty (20) percent of the land within the notification area of the subject property within the allotted time will require a three-quarter (¾) vote for approval by the Governing Body. Copies of protest petitions may be obtained in the office of the City Clerk.

GOVERNING BODY ACTION: After the protest period has concluded, the application will be placed on an agenda for the Governing Body Action (typically within thirty (30) days after the conclusion of the public hearing). The Governing Body will review the transcript of the public hearing and the recommendation of the Planning Commission and will take action by concurring with or overriding the Planning Commission recommendation, or by returning the request to the Planning Commission.

CHECKLIST

The following items shall be submitted with the rezoning application. All materials shall be submitted by applicant to the City Clerk at least 30 days in advance of a public hearing.

- ☐ Title or other suitable proof of ownership to the subject property.
- ☐ Legal description of the subject property either in the form of a certificate of survey or a lot and block reference to the official City Map.
- ☐ Sketch of the subject property drawn to scale that details the lot lines, existing features or building, drives and adjacent buildings, and the current use of existing buildings.
- ☐ Any supporting material as requested by the Zoning Administrator depending on the magnitude of the change and the possibility of detrimental effects on surrounding properties. Supporting materials may include, but are not limited to:
 - ☐ Topography at an appropriate scale
 - ☐ A Certificate of Survey
 - ☐ Environmental assessment
 - ☐ Surface water discharge analysis
 - ☐ Facilities and utilities suitability analysis
 - ☐ An analysis of existing wells, tanks and other sub-structures
 - ☐ Traffic and parking analysis
- ☐ List of the names and addresses of owners of all property situated within two hundred (200) feet of the property lines of the subject site. See details in instructions

Rezoning letters

BNSF

Po Box 961089

Fortworth, Tx 76131

ELHC

4825 NW 41st Apt 500

Riverside, Mo. 64150

William Shelton

19200 Four Corners

Edgerton, Ks 66021

Widmer Farms LLC

10841 Beverley St.

Overland Park, Ks. 66212

Johnson County Parks and Recreation

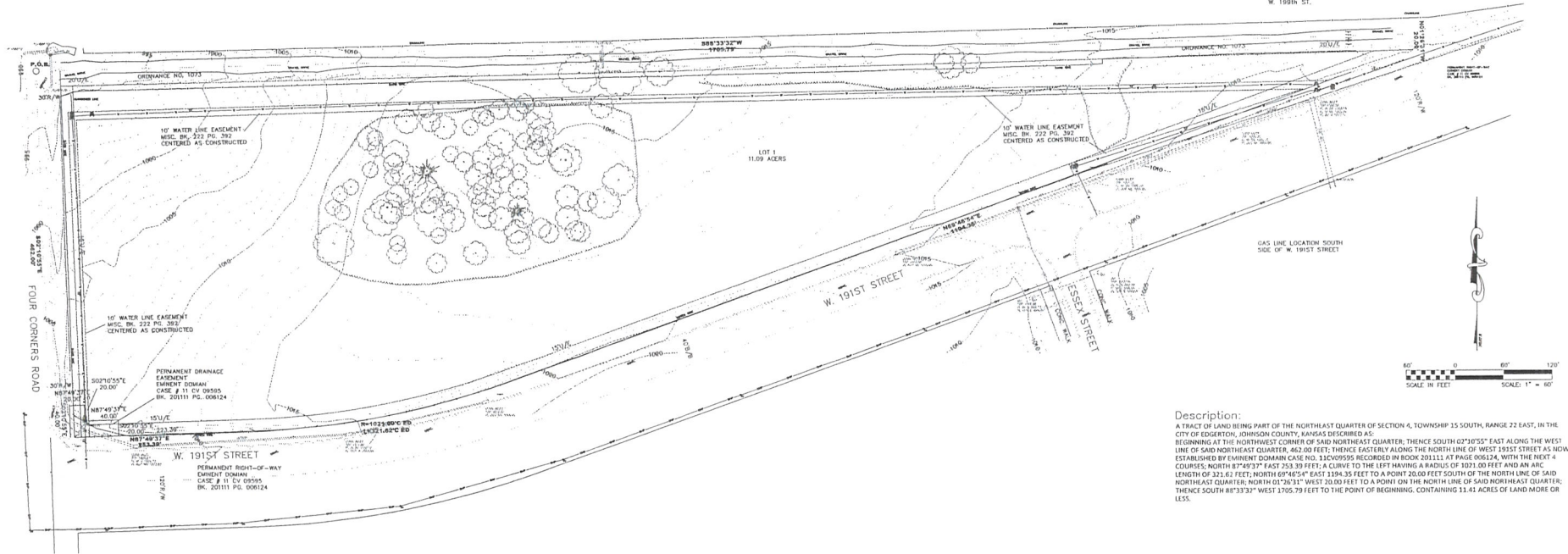
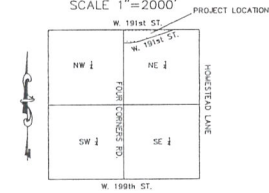
7900 Renner Rd

Shawnee, Ks 66219

PRELIMINARY PLAT
JOCO FIRE STATION #123

PART OF THE NE 1/4 OF SECTION 4-15-22
IN THE CITY OF EDGERTON, JOHNSON COUNTY, KANSAS

LOCATION MAP
SEC. 4-15-22
SCALE 1"=2000'



Description:
A TRACT OF LAND BEING PART OF THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 15 SOUTH, RANGE 22 EAST, IN THE CITY OF EDGERTON, JOHNSON COUNTY, KANSAS DESCRIBED AS:
BEGINNING AT THE NORTHWEST CORNER OF SAID NORTHEAST QUARTER; THENCE SOUTH 03°10'55" EAST ALONG THE WEST LINE OF SAID NORTHEAST QUARTER, 462.00 FEET; THENCE EASTERLY ALONG THE NORTH LINE OF WEST 191ST STREET AS NOW ESTABLISHED BY EMINENT DOMAIN CASE NO. 112CV00955 RECORDED IN BOOK 201111 AT PAGE 006124, WITH THE NEXT 4 COURSES, NORTH 87°49'37" EAST 233.39 FEET; A CURVE TO THE LEFT HAVING A RADIUS OF 1021.00 FEET AND AN ARC LENGTH OF 323.62 FEET; NORTH 69°45'54" EAST 1394.35 FEET TO A POINT 20.00 FEET SOUTH OF THE NORTH LINE OF SAID NORTHEAST QUARTER, NORTH 01°20'31" WEST 30.00 FEET TO A POINT ON THE NORTH LINE OF SAID NORTHEAST QUARTER; THENCE SOUTH 88°33'37" WEST 1705.79 FEET TO THE POINT OF BEGINNING, CONTAINING 11.41 ACRES OF LAND MORE OR LESS.

CERTIFICATION
RECEIVED AND PLACED ON RECORD THIS ____ DAY OF _____, 2020.

BY _____
KATY CROW, ZONING ADMINISTRATOR

REVIEW BY THE EDGERTON CITY PLANNING COMMISSION THIS ____ DAY OF _____, 2020.

BY _____
JOHN DAILY, CHAIR OF PLANNING COMMISSION

APPLICANT SIGNATURE: _____

REVIEWED BY: _____
CITY ENGINEER

DATE: _____

LEGEND

	DECIDUOUS TREE		WATER VALVE		TRAFFIC SIGNAL POLE
	CONIFEROUS TREE		FIRE HYDRANT		TV SPICE BOX
	BUSH		ELECTRIC METER		POWER SPICE BOX
	SHRUB		GAS VALVE		POST
	BOLLARD		CENTERLINE		MAIL BOX
	GRATE INLET ROUND		PROPERTY LINE		WATCH POINT
	GRATE INLET SQUARE		SECTION LINE		CP (CONTROL POINT)
	LIGHT POLE		BENCH MARK		GAS TEST
	GAS METER		FOUND MONUMENT AS NOTED		GAS REGULATOR
	MANHOLE		SET 1/2" BAR & CAP		SIAMEX CONNECTOR
	TELEPHONE POLE		CHSELED "		STEAM VALVE
	POWER POLE		YARD LIGHT		WATER FAUCET
	GUY WIRE		SINGLE POST SIGN		ELECTRIC
	TELEPHONE SPICE BOX		DOUBLE POST SIGN		EAVES DRAIN
	CURB INLET		DEED		ROOF DRAIN
	RAILROAD		MEASURED		PLASTIC
	FENCE		RADIALLY MEASURED		MARSH AREA
	CONTINUING LINE		POWER/PLAT		POST INDICATOR VALVE
			FOUND		PARKING METER
			RIGHT-OF-WAY		AREA INLET
			GAS		GRATE INLET
					CORRUGATED METAL ARCH PIPE
					FIBER OPTIC
					CLEAN OUT
					UTILITY POLE
					WATER BOX
					SANITARY SEWER
					STORM SEWER
					WATER
					TELEPHONE
					UNDERGROUND
					OVERHEAD
					CAST IRON PIPE
					CORRUGATED METAL PIPE
					REINFORCED CONCRETE PIPE
					VITRIFIED CLAY PIPE
					PLASTIC CORRUGATED PIPE
					CABLE TELEVISION
					ELECTRIC
					EAVES DRAIN
					ROOF DRAIN
					PLASTIC
					MARSH AREA
					POST INDICATOR VALVE
					PARKING METER
					AREA INLET
					GRATE INLET
					CORRUGATED METAL ARCH PIPE
					FIBER OPTIC
					CLEAN OUT
					UTILITY POLE
					WATER BOX

OWNER:
WESNER FARMS LLC, 10841 BEVERLY ST., OVERLAND PARK, KANSAS

APPLICANT:
FIRE DISTRICT #1-JOHNSON COUNTY, KANSAS

ZONING:
RURAL DISTRICT (RUR)

PROPOSED USE:
FIRE STATION

LAND AREA:
11.41 ACRES TOTAL
11.09 ACRES NET
0.32 ACRES STREET RIGHT-OF-WAY

FLOOD PLAIN:
THE SUBJECT PROPERTY IS LOCATED IN "ZONE X" (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOOD PLAIN) ACCORDING TO THE JOHNSON COUNTY, KANSAS FLOOD INSURANCE RATE MAP (FIRM), MAP NUMBER 2009101180, 2009101180, 2009101330 MAP REVISED DATE: AUGUST 3, 2009.

UTILITY SERVICE NOTE:
THE SUBJECT PROPERTY IS SERVICED BY RURAL WATER DISTRICT #7, KANSAS GAS SERVICE, CENTURYLINK, EVERETT, CITY OF EDGERTON, MEDACOM

Fire Station 123

Legal Description

BEGINNING AT THE NORTHWEST CORNER OF SAID NORTHEAST QUARTER; THENCE SOUTH 02°10'55" EAST ALONG THE WEST LINE OF SAID NORTHEAST QUARTER, 462.00 FEET; THENCE EASTERLY ALONG THE NORTH LINE OF WEST 191ST STREET AS NOW ESTABLISHED BY EMINENT DOMAIN CASE NO. 11CV09595 RECORDED IN BOOK 201111 AT PAGE 006124, WITH THE NEXT 4 COURSES; NORTH 87°49'37" EAST 253.39 FEET; A CURVE TO THE LEFT HAVING A RADIUS OF 1021.00 FEET AND AN ARC LENGTH OF 321.62 FEET; NORTH 69°46'54" EAST 1194.35 FEET TO A POINT 20.00 FEET SOUTH OF THE NORTH LINE OF SAID NORTHEAST QUARTER; NORTH 01°26'31" WEST 20.00 FEET TO A POINT ON THE NORTH LINE OF SAID NORTHEAST QUARTER; THENCE SOUTH 88°33'32" WEST 1705.79 FEET TO THE POINT OF BEGINNING. CONTAINING 11.41 ACRES OF LAND MORE OR LESS.

COPY

RESOLUTION 20-0002
of the
Board of Directors

The undersigned Directors of Fire District #1 – Johnson County, Kansas (the “Fire District”), hereby certify that the following Resolutions were duly adopted by them at a meeting held on July 14, 2020.

BE IT RESOLVED, pursuant to K.S.A. 19-3616(a) and (b), the Fire District is authorized to enter into contracts and acquire, lease, purchase and dispose of real property.

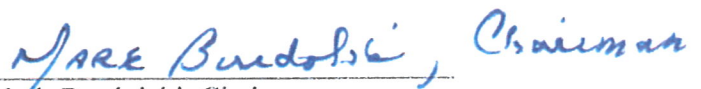
BE IT FURTHER RESOLVED, that the Fire District is hereby authorized to purchase the property located at the NEC 191st & Four Corners Road, Edgerton, Johnson County, Kansas (the “Property”), from Widmer Farms, L.L.C., a Kansas limited liability company, for the sum of \$900,000.00 plus closing cost. The Property is presently described as follows:

The Northeast Quarter of Section 4, Township 15, Range 22, lying North of 191st Street, in the City of Edgerton, Johnson County, Kansas; except that part in road.

Said legal description to be further defined by an ALTA Survey, which shall be completed prior to closing.

The Property is located within Tax Parcel ID Nos. BF221504-3005 and BF221504-3002 (contains other property).

BE IT FURTHER RESOLVED that Rob Kirk, as Fire Chief or Dennis Meyers as Deputy Fire Chief of said Fire District is authorized and directed to take such actions and execute such documents as necessary to carry out the above and foregoing Resolutions.


Mark Burdolski, Chairman


Keith Johnson, Director


Dr. Brian Cook, Director



Dennis Meyers <dennis.meyers@jocofd1.org>

FW: Rezoning request for approval and support

3 messages

Kim Bartalos <kbartalos@blockllc.com>

Tue, Jul 21, 2020 at 11:25 AM

To: Dennis Meyers <dennis.meyers@jocofd1.org>

Hi Dennis, will this work for your meeting tomorrow? Thank you for your email last night. I'll do my best to stay in touch. Thank you for extending your patience with me! - Kim

-----Original Message-----

From: bobdelta@netzero.net <bobdelta@netzero.net>

Sent: Friday, July 17, 2020 10:13 AM

To: Kim Bartalos <kbartalos@blockllc.com>Cc: haskinlawoffice@aol.com

Subject: Re: Rezoning request for approval and support

To whom it may concern,

Widmer Farms, LLC is supportive of the rezoning of the property at 191st street and Four Corners road that is under contract and being sold to Johnson County Fire District #1 provided that the rezoning does not take place until after the completion of the sale of the property.

Sincerely,
Robert S. Widmer
Widmer Farms, LLC

Sponsored by https://www.newser.com/?utm_source=part&utm_medium=uol&utm_campaign=rss_taglines_more

Anti-Mask Crowd Packs Utah Hearing on Masks

<http://thirdpartyoffers.netzero.net/TGL3241/5f11c00971c4540092e11st02vuc1>

NM Cop in Fatal Video: 'I'm Going to ... Choke You Out, Bro'

<http://thirdpartyoffers.netzero.net/TGL3241/5f11c009949f740092e11st02vuc2>

'Hey, Karen. Watch Your Mouth'

<http://thirdpartyoffers.netzero.net/TGL3241/5f11c009b608340092e11st02vuc3>**Dennis Meyers** <dennis.meyers@jocofd1.org>

Wed, Jul 22, 2020 at 6:52 AM

To: Kim Bartalos <kbartalos@blockllc.com>

We will check today thanks

[Quoted text hidden]

--

Dennis Meyers
Deputy Chief
Fire District #1 Johnson County
913 764 7635
dennis.meyers@jocofd1.org

Kim Bartalos <kbartalos@blockllc.com>

Wed, Jul 22, 2020 at 11:51 AM

To: Dennis Meyers <dennis.meyers@jocofd1.org>

Thanks Dennis! Please let me know how it goes. I'll call the title company when I get back to town and get a closing date set.

[Quoted text hidden]



Payment Confirmation

Payer Information:

Payment Made By: Dennis Meyers
Payment Made For: Fire District #1 Johnson County
Email:
Address: 490 New Century Pwy
New Century, KS 66031
Payment Description: Building Permit
Payment Date: 7/29/2020 9:48:55 AM

Auto-Pay

Save time and pay your bill automatically.

[>> Sign up now](#)

Business Name	Payment Method	Payment Account	Confirmation Number	Amount
City of Edgerton, KS (Misc. Payments)	MC	****5282	96041650	\$250.00

This notice confirms that the above payment was successfully submitted to our payment processor, PSN, and is currently being processed. Thank you for using PSN.

NOTE: While credit and debit cards generally are immediately approved, the transaction is not considered "paid" until the credit or debit card company has "settled" the payment which occurs most often within 24 hours. If there are any issues with your payment, PSN will send an email to the address you provided. To check on the progress of your payment, you can [log into your profile](#). Thanks for using PSN.

Contact Us

[PSN Customer Support](#) Submit your question and get a response within one business day.

Payment Processing Powered by Payment Service Network (PSN)

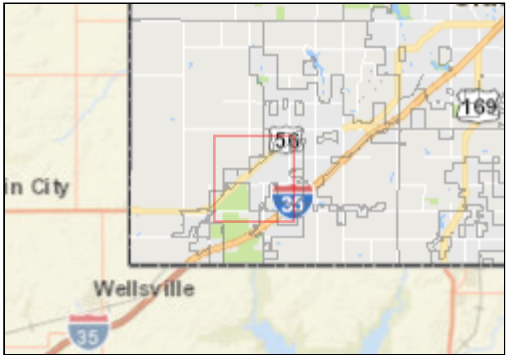
THIS COMMUNICATION IS INTENDED ONLY FOR THE ADDRESSEE(S) AND MAY CONTAIN INFORMATION THAT IS PRIVILEGED AND CONFIDENTIAL. YOU ARE HEREBY NOTIFIED THAT, IF YOU ARE NOT AN INTENDED RECIPIENT LISTED ABOVE, OR AN AUTHORIZED EMPLOYEE, OR AGENT OF AN ADDRESSEE OF THIS COMMUNICATION RESPONSIBLE FOR DELIVERING E-MAIL MESSAGES TO AN INTENDED RECIPIENT, ANY DISSEMINATION, DISTRIBUTION, OR REPRODUCTION OF THIS COMMUNICATION (INCLUDING ANY ATTACHMENTS HERETO) IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE NOTIFY US IMMEDIATELY BY A REPLY E-MAIL ADDRESSED TO THE SENDER AND PERMANENTLY DELETE THE ORIGINAL E-MAIL COMMUNICATION AND ANY ATTACHMENTS FROM ALL STORAGE DEVICES WITHOUT MAKING OR OTHERWISE RETAINING A COPY.



Johnson Co AIMS Map

LEGEND

AIMS Imagery: Current Imagery (2019)



Disclaimer: No person shall sell, give, reproduce, or receive for the purpose of selling or offering for sale, any portion of the data provided herein. Johnson County makes every effort to produce and publish the most current and accurate information possible. Johnson County assumes no liability whatsoever associated with the use or misuse of such data, and disclaims any representation or warranty as to the accuracy and currency of the data.

JOHNSON COUNTY
KANSAS
AIMS GIS & Mapping

9/2/2020

EDGERTON CITY HALL
PLANNING COMMISSION MEETING
REGULAR SESSION
September 8, 2020

The Edgerton Planning Commission met in regular session with Chairperson John Daley calling the meeting to order at 7:00 PM.

All present participated in the Pledge of Allegiance.

The Roll Call was answered, indicating those present were Chairperson John Daley, Commissioner Jeremy Little, Commissioner Tim Berger, and Commissioner Deb Lebakken via telephone. Commissioner Charlie Crooks was absent from the meeting. Also present were Development Services Director Katy Crow and Planning and Zoning Coordinator/City Clerk Chris Clinton.

The Planning and Zoning Coordinator/City Clerk announced a quorum was present.

CONSENT AGENDA

MINUTES

The approval of the minutes from the Regular Session held on August 11, 2020 were considered.

Commissioner Berger motioned to approve the consent agenda. Commissioner Little seconded the motion. The consent agenda was approved, 4-0.

NEW BUSINESS

PUBLIC HEARING – REZONING FOR 33364 W. 191ST STREET – APPLICATION ZA2020-01

Chairperson Daley introduced the application. Ms. Katy Crow, Development Services Director, stated this property was annexed into the City on March 27, 2014. The rezoning is being requested for a future fire station with truck bays, a bunk house for the fire crew, administrative offices, and meeting rooms. She said the fire station will serve the Logistics Park development along with any residences or commercial developments in the response area. The Burlington Northern Santa Fe Railway (BNSF) intermodal facility is located adjacent to the subject site. Ms. Crow stated the first Phase of Logistics Park Kansas City (LPKC), is a 1,700-acre master-planned distribution and warehouse development anchored by the BNSF Railway intermodal facility, which opened in late 2013. The location of a fire station to LPKC is to provide service delivery in that area of Edgerton along with southeast Johnson County. This fire station will serve Edgerton in conjunction with the current station located near downtown Edgerton.

Ms. Crow explained the subject property is surrounded by BNSF operations to the north and east. There is a developed L-P zoned parcel to the south which contains Inland Port (IP) XXI, UPS. There is also Johnson County zoned RUR parcels to the south and west of the parcel. She stated the parcel is located between the existing 191st Street and the vacated section of 191st Street. The parcel has frontage along 191st Street. Ms. Crow said access will be from 191st Street and Water Service will be provided by Johnson County Water District #7. Sanitary sewer will be supplied by the City of Edgerton, electrical service will be from Evergy, Kansas Gas Service will supply gas to the parcel and police service will be provided by the City through the Johnson County Sheriff's Office. The property is located within the Bull Creek Watershed. She explained the parcel retained the Johnson County zoning of RUR

from when it was annexed into the City.

Ms. Crow stated the Unified Development Code (UDC) outlines the purpose of the L-P zoning district, which is what the applicant has requested, is to create a limited multimodal industrial zone that provides for modern type industrial uses or industrial park to support activities related to trade, rail, and other transport services. Limitations are placed on the uses in the district to significantly restrict the outside activities and outside storage of materials, noise, vibrations, and other nuisances. Any activities conducted outside should be screened and buffered, and external effects such as excessive noise or odor should not extend beyond the property lines. Ms. Crow explained a fire station would be an appropriate use for the L-P zoning as it is a support function for the tenants at LPKC, nearby commercial developments and residential buildings.

Ms. Crow informed the Planning Commission that City Staff has reviewed the rezoning application with respect to the UDC, the laws of Kansas, and the "Golden Criteria" as established by the Supreme Court of Kansas in 1978. Ms. Crow outlined City Staff's review for the "Golden Criteria."

1. **Need for the Proposed Change.** The applicant has requested L-P Zoning District designation to support construction of the project. Given the property's proximity to LPKC, BNSF Railway intermodal facility, and Interstate 35 (I-35), L-P Zoning District zoning is the most compatible designation for this use.
2. **Magnitude of the Change.** The existing RUR zoning is considered a holding designation. The Future Land Use Map contained in the Comprehensive Plan has the property designated as appropriate and acceptable for Business Park/Industrial uses. The proposed rezoning is compatible with the spirit and intent of future development outlined by the Comprehensive Plan and depicted by the Future Land Use Map. Due to the property's proximity to LPKC, the BNSF Railway intermodal facility and I-35, the magnitude of the change is not considered extreme or rare when property is being developed for its designated and planned end use, in this case a fire station facility.
3. **Whether or Not the Change Will Bring Harm to Established Property Rights.** The subject property is adjacent to parcels containing L-P and Johnson County RUR zoning designations. If rezoned L-P as requested, a separate Site Plan review and approval will be required before building permits can be issued. Part of a Site Plan review will include attention to buffering and setbacks, stormwater management and transition of uses between adjoining uses and any proposed industrial use. This Site Plan review will help mitigate impacts that might occur to adjacent properties.
4. **Effective Use of Land.** The L-P zoning designation at this location provides for a permitted use which is an effective and efficient use of the property due to its proximity to the BNSF Railway intermodal facility, LPKC, and I-35 where new commercial development is occurring at the Homestead Lane interchange. A fire station will provide a necessary public service to the surrounding community.
5. **The Extent to Which There is a Need in the Community for the Uses Allowed in the Proposed Zoning.** Construction of a fire station in this area allows for increased service delivery to the warehouses at LPKC, commercial development along the Homestead Lane interchange corridor, Big Bull Creek Park, and nearby residences.
6. **The Character of the Neighborhood, Including but not Limited to Zoning, Existing and Approved Land Use, Platting, Density (Residential), Natural Features, and Open Spaces.** Continued development of the area will continue to include intermodal related uses and functions which support them. With extensive, recently completed road improvements and

the interchange at I-35 and Homestead Lane, the character of the area has changed from rural to industrial. The parcel to the north contains the BNSF intermodal facility and the parcel to the south contains Inland Port XXI where UPS is located. An undeveloped parcel to the south contains an RUR designation. However, all development occurring in the immediate area has occurred on parcels containing an L-P zoning designation.

7. **Compatibility of the Proposed Zoning and Uses Permitted Therein with the Zoning and Uses of Nearby Properties.** The proposed zoning is compatible with the existing development to the north, south, and east. The undeveloped parcels to the south and west contain a RUR zoning designation. As is noted in the Future Land Use Map for this area, this area is designated as appropriate and acceptable for Business Park/Industrial uses. The City's UDC states that the purpose of the L-P District is to create a limited multimodal industrial zone which provides for modern types of industrial uses or an industrial park. Limitations are placed on uses in the district to significantly restrict outside activities and the outside storage of materials, noise, vibration, and other nuisances. The Site Plan review process can mitigate impacts to adjacent properties with proper attention to buffering and setbacks, stormwater management, and transition of uses.
8. **Suitability to the Uses to Which the Property Has Been Restricted Under its Existing Zoning.** The existing Johnson County RUR zoning of the applicant property is not suitable for the proposed fire station facility use sought by the applicant. The Johnson County RUR zoning is primarily for single family rural residential. This type of use on a property annexed by the City, but zoned for agriculture, would not be compatible or appropriate. Therefore, a rezoning to the L-P district is the most appropriate designation for the proposed use.
9. **Length of Time the Subject Property has Remained Vacant Under the Current Zoning Designation.** Based upon available aerial photography, the property was vacant land with a possible agricultural use in unincorporated Johnson County, prior to its annexation into the City in 2014.
10. **The Extent to Which the Zoning Amendment may Detrimentially Affect Nearby Property.** A fire station facility is a public service entity which provides a much-needed emergency response function to the community. The proposed zoning is compatible with the uses occurring on the surrounding properties. The City's UDC states that the purpose of the L-P District is to create a limited multimodal industrial zone which provides for modern types of industrial uses or an industrial park. Limitations are placed on uses in the district to significantly restrict outside activities and the outside storage of materials, noise, vibration, and other nuisances. The Site Plan review process can mitigate impacts to adjacent properties with proper attention to buffering and setbacks, stormwater management, and transition of uses.
11. **Consideration of Rezoning Applications Requesting Planned Development Districts (PUD) for Multifamily and Non-residential Uses Should Include Architectural Style, Building Materials, Height, Structural Mass, Siting, and Lot Coverage.** This application is not a request for a PUD.
12. **The Availability and Adequacy of Required Utilities and Services to Serve the Uses Allowed in the Proposed Zoning. These utilities and Services Include, but are not Limited to, Sanitary and Storm Sewers, Water, Electrical and Gas Service, Police and Fire Protection, Schools, Parks and Recreation Facilities and Services, and other Similar Public Facilities and Services.** The subject property is located on 191st Street. This street is a heavyweight corridor roadway which has the capacity to support development of the property. Utilities will be provided by the developer or the City in conjunction with development.
13. **The Extent to Which the Uses Allowed in the Proposed Zoning Would Adversely Affect the Capacity or Safety of that Portion of the Road Network Influenced by the**

Uses, or Present Parking Problems in the Vicinity of the Property. 191st Street is designated as a heavyweight corridor roadway and it is improved to a standard which can accommodate industrial development traffic in the area including large fire apparatus and emergency equipment. There are no known functional or safety issues occurring with the surrounding transportation network.

14. **The Environmental Impacts that the Uses Allowed in the Proposed Zoning Would Create (if any) Including, but not Limited to, Excessive Storm Water Runoff, Water Pollution, Air Pollution, Noise Pollution, Excessive Nighttime Lighting or Other Environmental Harm.** The City will follow National Pollutant Discharge Elimination System (NPDES) guidelines and stormwater management requirements which require any application to address runoff and water pollution mitigation measures as part of the development of the property. Mitigation of pollution in the form of air, noise, light, and other pollutants will be addressed as part of the Site Plan review process.
15. **The Economic Impact on the Community from the Uses Allowed in the Proposed Zoning.** A fire station provides a much-needed public service to the community in a positive way. Emergency response times will be diminished with a fire station in the area and this in turn positively impacts the community.
16. **The relative gain (if any) to the Public Health, Safety, and Welfare From a Denial of the Rezoning Application as Compared to the Hardship Imposed Upon the Rezoning Applicant From Such Denial.** There would be little relative gain, if any, to the public health, safety, and welfare from the denial of this zoning application. However, the City would be adversely impacted due to the loss of a valuable community service related to emergency and fire response activities.
17. **Consistency with the Comprehensive Plan, Capital Improvement Plan, Ordinances, Policies, and Applicable City Code of the City of Edgerton.** The Comprehensive Plan for the City has the area which the property is in designated as appropriate for zoning and uses associated with business park and industrial zoning. City Staff believes that the requested rezoning is compatible with the spirit and intent of future development outlined in the Comprehensive Plan and Future Land Use Map.
18. **The Recommendation of Professional Staff.** City Staff recommends approval of the proposed rezoning of the subject property from Johnson County RUR, to the City of Edgerton Logistics Park District (L-P) with the following stipulations:
 - a. All infrastructure requirements of the City shall be met,
 - b. All platting requirement of the City shall be met,
 - c. All Site Plan application requirements of the City shall be met,
 - d. And prior to issuance of building permits, the property shall be developed with a Site Plan reviewed and approved by the City.

Deputy Chief Dennis Meyers, Johnson County Fire District #1, said the fire department likes to get to everything in LPKC in under five (5) minutes, but they currently are unable to do that with the current locations of their stations. He explained the District's headquarters will be moved to this facility as well and this new station will also serve the residential area of Edgerton as it is the closest to back up the current location in downtown Edgerton. Chairperson Daley inquired to where the current location of the District's headquarters is. Deputy Chief Meyer answered it is in New Century.

Chairperson Daley opened the public hearing. No public comments were made. Commissioner Berger motioned to close the public hearing. Commissioner Little seconded the motion. The public hearing was closed, 4-0.

Commissioner Berger motioned to recommend approval of the rezoning of **Application ZA2020-01**, 33364 W 191st Street from Johnson County RUR to City of Edgerton L-P to the Governing Body. Commissioner Lebakken seconded the motion. Application ZA2020-01 was approved, 4-0. Ms. Crow stated this will now go before the Governing Body on October 8, 2020. She explained the reason for the date being next month is due to the protest petition timeframe of fourteen (14) days.

FUTURE MEETING

The next Planning Commission meeting is scheduled for October 13, 2020 at 7:00 PM. Ms. Crow explained there is a Final Site Plan and Plat applications regarding the same parcels the rezoning case that was just passed will be presented to the Planning Commission.

ADJOURNMENT

Motion by Commissioner Berger to adjourn the meeting, Commissioner Little seconded. Motion was approved, 4-0. The meeting was adjourned at 7:22 PM.

Submitted by Chris Clinton, Planning and Zoning Coordinator/City Clerk

CITY OF EDGERTON, KANSAS

COUNCIL AGENDA ITEM

Council Meeting Date: September 24, 2020

Agenda Item: Ordinance Authorizing Creation of a Community Improvement District

Subject: On The Go Travel Plaza

Summary:

My Store III, Inc. (“Developer”) is constructing a truck stop, truck parking, truck maintenance facility, truck wash, restaurants, and associated infrastructure improvements on 12.162 acres located in the northeast corner of Interstate 35 and Homestead Lane. The Developer and the City previously entered into an Amended and Restated Development Agreement to set forth certain agreements with respect to the development.

The Amended and Restated Development Agreement provides that the Developer will develop the project and the City will consider various incentives, including a 1% CID sales tax with the proceeds going to the City to reimburse the City for certain public infrastructure improvements.

In order to create a Community Improvement District, the City must comply with the following steps:

1. The City must receive a petition from the Developer to create the district;
2. The City must adopt a resolution giving notice of a public hearing on the creation of the district that is published once a week for two consecutive weeks and sent by certified mail to all owners at least 10 days before the hearing;
3. The City must hold a public hearing at least 7 days after the last publication;
4. The City must adopt an ordinance creating the district; and
5. The ordinance must be recorded.

The City has just held a public hearing on the creation of the CID and the levying of the 1% sales tax. The next step in the process is approval of the Ordinance to create the CID and levy the sales tax.

Ordinance:

The Ordinance creates the Community Improvement District (On The Go Travel Plaza) and levies the 1% CID sales tax.

Future Action:

All of the CID sales tax proceeds are going to the City to reimburse the City for certain public infrastructure improvements. The City may want the Developer to agree to provide certain information in connection with the CID sales tax. If this Ordinance is approved, the City may be asked at a future meeting to approve a short-form CID development agreement with the Developer to provide certain financial information and perform other duties.

AFFIDAVIT OF RECEIPT OF HEARING LETTER

STATE OF KANSAS)
) ss:
COUNTY OF JOHNSON)

I, the undersigned, Moussa Sobaiti, do upon my oath state and depose the following:

a. That I am the President and CEO of My Store III, Inc., a Kansas corporation (the "Company");

b. That the Company received the letter attached hereto as **Exhibit A** from the City of Edgerton, Kansas by certified mail more than ten days prior to the date of the public hearing referenced in the letter; and

c. That the Company continues to be the owner of the real property described in the letter attached hereto as **Exhibit A**.

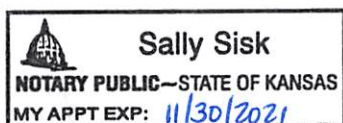
Dated this 15th day of September, 2020.



Moussa Sobaiti

Subscribed in my presence and sworn to before me by the said Affiant on this 15th day of September, 2020.

[Seal]





NOTARY PUBLIC IN AND FOR THE
STATE OF KANSAS

Exhibit A



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

August 31, 2020

VIA CERTIFIED MAIL

My Store III Inc.
14728 W. 93rd Street
Lenexa, Kansas 66215

Re: Community Improvement District (On the Go Travel Plaza)
Edgerton, Kansas

Dear Sir or Madam:

Pursuant to K.S.A. 12-6a29, enclosed please find a copy of Resolution No. 08-27-20B providing notice of a public hearing on September 24, 2020 at 7:00 p.m. The public hearing is concerning the creation of a community improvement district and the imposition of a 1% community improvement district sales tax. The Resolution was adopted by the City Council on August 27, 2020.

Please call me at (913) 893-6231 if you have questions.

Sincerely,

A handwritten signature in black ink, appearing to read 'Beth Linn', is written over the printed name.

Beth Linn
City Administrator

Enclosure

cc: Scott Anderson, SA Legal Advisors LC

RESOLUTION NO. 08-27-20B

**A RESOLUTION PROVIDING FOR NOTICE OF A PUBLIC HEARING
TO CONSIDER THE ESTABLISHMENT OF A COMMUNITY
IMPROVEMENT DISTRICT (ON THE GO TRAVEL PLAZA)**

WHEREAS, K.S.A. 12-6a26 *et seq.*, as amended, establishes the Community Improvement District Act (the "Act") for economic development and any other purpose for which public money may be expended; and

WHEREAS, a city is authorized to create a community improvement district (the "CID") to assist with the financing of eligible projects, provided the city complies with the procedures set forth in the Act; and

WHEREAS, the City of Edgerton, Kansas (the "City") has received a petition (the "Petition") from the owners of record of 100% of the land within the proposed CID and the owners of 100% by assessed value of the land area within the proposed CID generally described as 12.162 acres located in the northeast corner of Interstate 35 and Homestead Lane and legally described in **Section 8** of this Resolution; and

WHEREAS, in order to assist in the development and redevelopment of the CID project, the City desires to consider the establishment of a CID as requested by Petitioner and in accordance with the Act; and

WHEREAS, K.S.A. 12-6a29 provides that any city proposing to establish a CID must adopt a resolution stating that the city is considering the establishment of a CID and include in such resolution notice that a public hearing will be held to consider the establishment of the CID.

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

Section 1. A public hearing to consider the advisability of creating a CID shall be held at the City Council meeting on September 24, 2020, at 7:00pm, or as soon thereafter as practical, at the Edgerton Community Building, 404 E. Nelson Street, Edgerton, Kansas.

Section 2. The general nature of the CID project (the "CID Project") includes the construction of public infrastructure in, adjacent to or substantially for the benefit of, the private project located within the CID, including, but not limited to, roads, storm sewer, sidewalks, trails, street lights, traffic signals, and sanitary sewer, along with ongoing operation and maintenance costs and other any other items or uses associated with the CID project as authorized by the Act.

Section 3. The estimated total cost of the CID Project is \$1,707,033.

Section 4. The proposed method of financing the CID Project is through a combination of City funds, City debt financing and pay-as-you-go CID financing reimbursed with a CID sales tax in the amount of one percent (1%). The City will not be issuing full faith and credit bonds to finance this proposed CID Project.

Section 5. The amount of the CID sales tax to be levied is one percent (1%) for a term of twenty-two (22) years from the date the CID sales tax is first collected. The proposed start date for collecting the CID sales tax is January 1, 2021.

Section 6. There will be no CID special assessment levied on the property as a result of the CID petition.

Section 7. A map of the proposed CID is attached as **Exhibit A**.

Section 8. The legal description of the proposed CID is as follows:

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.

Section 9. The Governing Body shall consider findings necessary for the establishment of the proposed CID.

Section 10. The City Clerk shall mail a copy of this Resolution by certified mail, return receipt requested, to each owner and occupant of land within the proposed CID

Project area at least 10 days prior to the date of the public hearing. The City Clerk shall publish this Resolution at least once each week for two consecutive weeks in the official city newspaper with the second publication occurring at least seven days prior to the date fixed for the public hearing.

Section 11. This Resolution shall be in full force and effect from and after its adoption.

ADOPTED this 27th day of August, 2020.

CITY OF EDGERTON, KANSAS

[SEAL]

By: _____/s/_____
Donald Roberts, Mayor

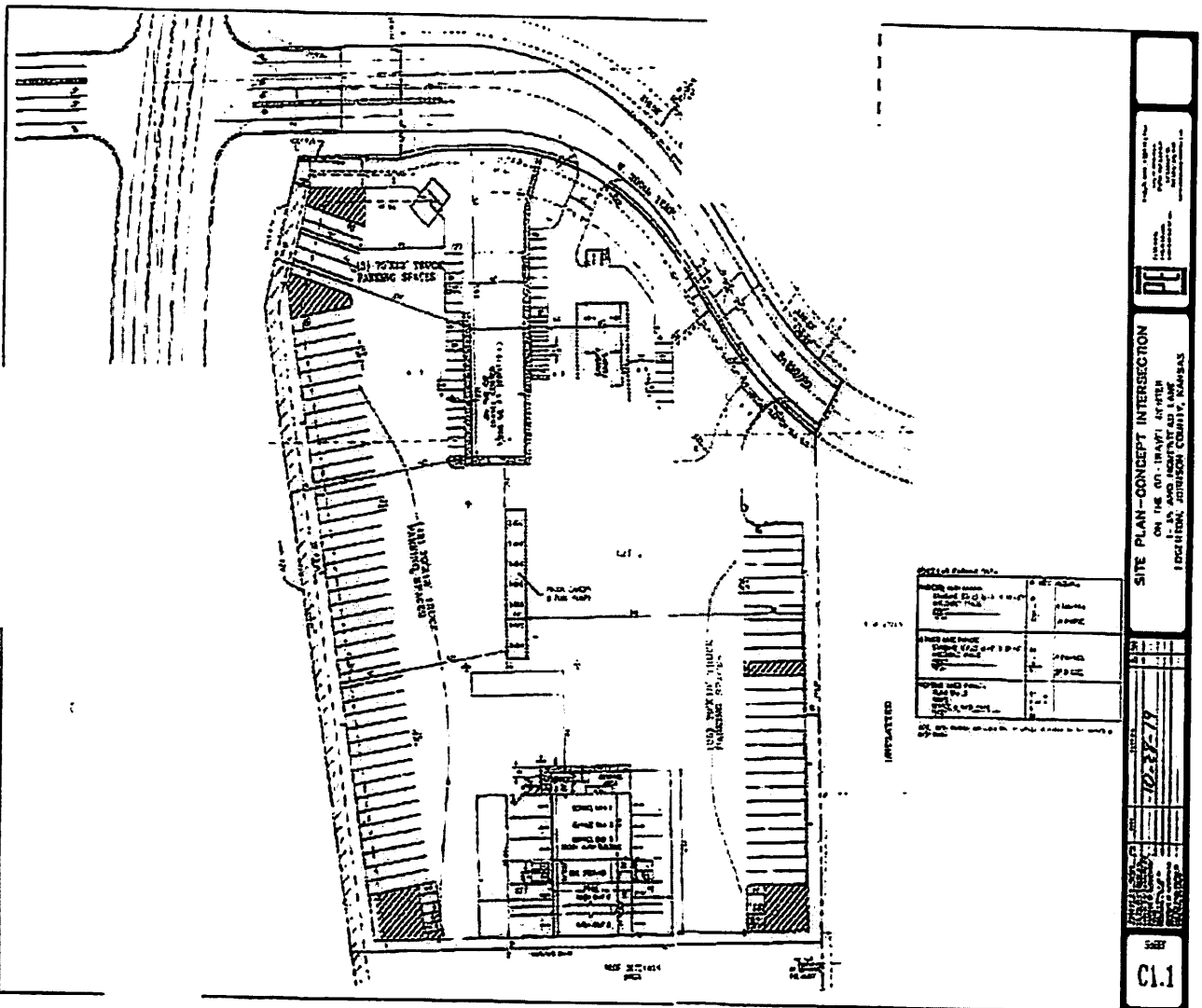
ATTEST:

_____/s/_____
Chris Clinton, City Clerk

Approved as to form:

_____/s/_____
Scott W. Anderson
Economic Development Counsel

Map of Boundaries of CID



[Published in *The Gardner News* on September 30, 2020]

ORDINANCE NO. 2048

AN ORDINANCE AUTHORIZING THE CREATION OF A COMMUNITY IMPROVEMENT DISTRICT (ON THE GO TRAVEL PLAZA) AND LEVYING A CID SALES TAX WITHIN SUCH DISTRICT.

WHEREAS, K.S.A. 12-6a26 *et seq.* (the “Act”) authorizes the Governing Body of a city to create a community improvement district to finance projects within a defined area of the city and to levy a community improvement district sales tax upon receipt of a petition signed by the owners of more than 55% of the land area within the proposed district, and signed by owners collectively owning more than 55% by assessed value of the land area within the proposed district; and

WHEREAS, a Petition for the Creation of a Community Improvement District (On The Go Travel Plaza) (the “Petition”) was filed with the City of Edgerton, Kansas (the “City”) on August 26, 2020, proposing the creation of the Community Improvement District (On The Go Travel Plaza) (the “District”) under the Act and the imposition of a 1% community improvement district sales tax (the “CID Sales Tax”) in order to pay the costs of projects as described in the Petition (the “Projects”); and

WHEREAS, the Petition was signed by My Store III, Inc., a Missouri corporation (the “Property Owner”), the owner of record of 100% of the land area contained in the proposed District and the owner of 100% by assessed value of the land area contained within the proposed District; and

WHEREAS, pursuant to Resolution No. 08-27-20B, the City provided notice that it would hold a public hearing on September 24, 2020 to consider establishing the District, and on such date the Governing Body conducted a public hearing to consider establishing the District, all in accordance with the Act; and

WHEREAS, the Act provides that upon conclusion of the public hearing the Governing Body, by majority vote, may create the District by adoption of an Ordinance and authorize the Projects therein; and

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

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

Section 1. Creation of Community Improvement District; Boundaries. The

Governing Body hereby finds and determines that it is advisable to create, in accordance with the provisions of the Act, the District within the City to be referred to as the Community Improvement District (On The Go Travel Plaza). A map generally outlining the boundaries of the proposed District is attached as **Exhibit A** hereto and incorporated by reference herein. A legal description of the boundaries of the proposed District is set forth on **Exhibit B** attached hereto and incorporated by reference herein.

Section 2. Authorization of Community Improvement District Projects and Estimated Costs. The Projects consist of the construction of public infrastructure in, adjacent to or substantially for the benefit of, the private project located within the District, including, but not limited to, roads, storm sewer, sidewalks, trails, street lights, traffic signals, and sanitary sewer, along with ongoing operation and maintenance costs and any other items or uses authorized by the Act. The total estimated cost of the Projects is \$1,707,033.

Section 3. Method of Financing.

(a) The Projects will be financed with the CID Sales Tax levied pursuant to the provisions of the Act and the costs of the Projects will be reimbursed on a pay-as-you-go basis, as defined in the Act. The CID Sales Tax shall be effective January 1, 2021 and extend for the term of the CID.

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

(c) There will be no special assessments authorized or levied.

Section 4. Segregation of CID Sales Tax. The CID Sales Tax collected shall be deposited into a special fund of the City to be designated as the Community Improvement District Revenue Fund (On The Go Travel Plaza). The CID Sales Tax collected shall be used to reimburse the costs of the Projects.

Section 5. Recording. The City Clerk shall file a certified copy of this Ordinance with the Register of Deeds of Johnson County, Kansas.

Section 6. Term of District. The term of the District shall continue for a term of 22 years from the date the State Director of Taxation begins collecting the CID Sales Tax or until the approved District eligible costs up to a maximum of \$1,707,033 are paid, whichever occurs first. The City shall record written evidence of the termination of the District with the Register of Deeds of Johnson County, Kansas when the District is terminated.

Section 7. Effective Date. This Ordinance shall take effect and be in full force from and after its passage by the Governing Body of the City and publication once in the official City newspaper. After publication of this Ordinance, the City Clerk is directed to provide the Kansas Department of Revenue with a copy of this Ordinance notifying them of the establishment of the District and the levy of the CID Sales Tax.

PASSED by the Council of the City of Edgerton, Kansas, this 24th day of September, 2020.

Donald Roberts, Mayor

[SEAL]

ATTEST:

Chris Clinton, City Clerk

Approved as to form:

Scott W. Anderson, Bond Counsel

Community Improvement District (On The Go Travel Plaza)

MAP OF CID DISTRICT

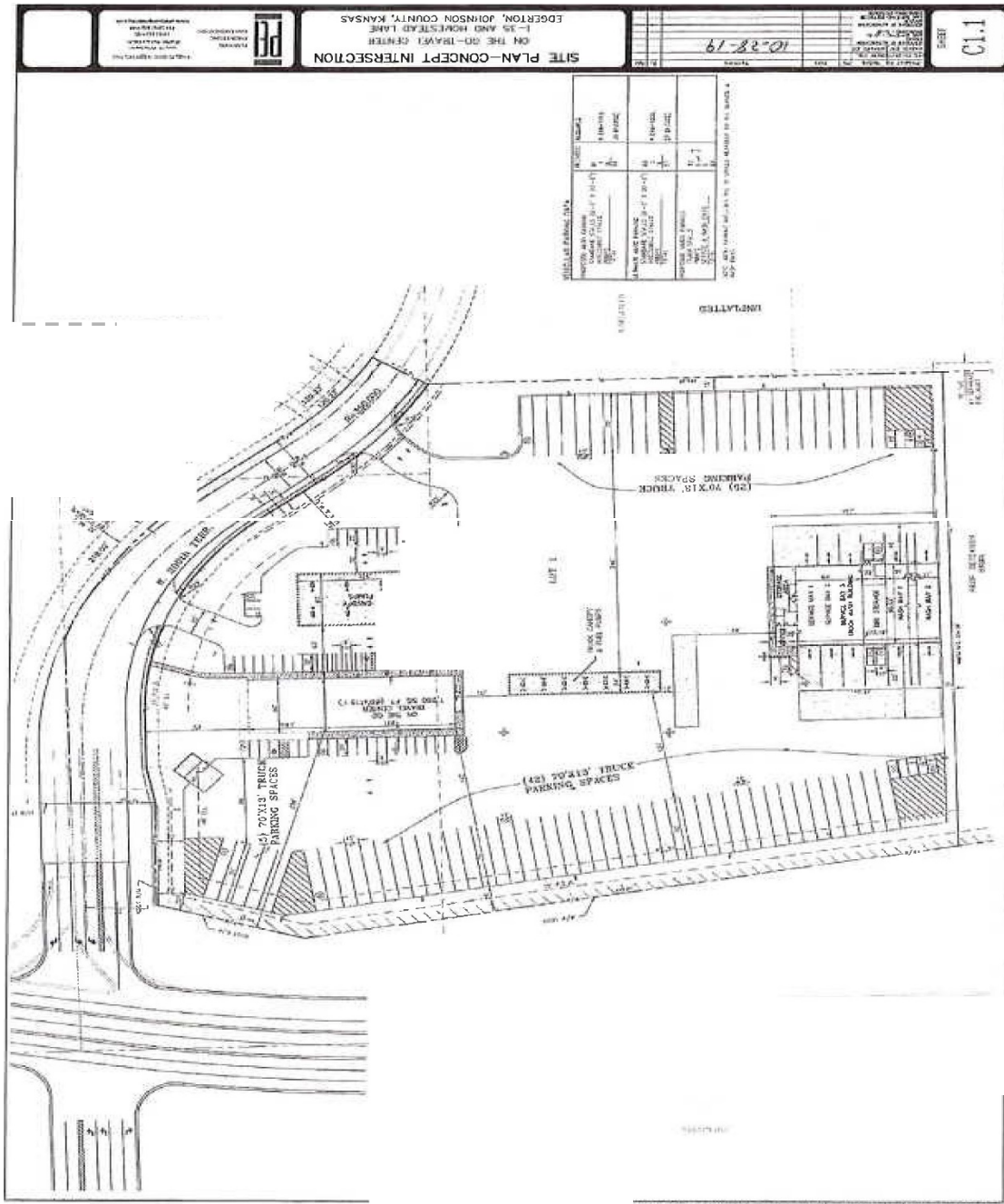


EXHIBIT B

LEGAL DESCRIPTION OF CID DISTRICT

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.

City Council Action Item

Council Meeting Date: September 24, 2020

Department: Administration

Agenda Item: Consider Resolution No. 09-24-20A Establishing Fees and Rates for Permits, Licenses and Services with the City of Edgerton, Kansas

Background/Description of Item:

Water/Wastewater Rates for 2021

In 2020, Raftelis Financial Consultants (RFC) completed the annual update to the rate study for both the water and wastewater utilities. In their report, Raftelis recommends a small rate increase in each year of the forecast period in order to avoid large rate increases in the later years of the forecast period. The 2021 rate increases listed below were recommended by RFC and approved by the City Council on August 13, 2020 in the 2021 Budget. Total rate increase for the typical Edgerton customer is \$1.50 per month, which is less than a cup of coffee, one gallon of gas or a candy bar.

Utility	2021 Rate Increase	Typical Customer Bill 2021 (3,000 gallons)	Typical Customer Bill Current (3,000 gallons)
Water	\$0.61	\$39.66	\$39.05
Wastewater	\$0.89	\$30.18	\$29.29

Raftelis Financial Consultants (RFC) also completed the annual update to the rate study for the wholesale wastewater rate as required in the City's Agreement to provide Wastewater Treatment for the City of Gardner. RFC recommends a small rate increase to the wholesale wastewater rate of \$0.29 per 1,000 gallons.

Utility	2021 Rate Increase	City of Gardner Typical Bill 2021 (150,000 gallons)	City of Gardner Typical Bill Current (150,000 gallons)
Wholesale Wastewater	\$1,305 (\$43.50 per day)	\$16,425	\$15,120

The attached fee resolution formally adopts the rate increases and sets the effective date as the **January 1, 2021, utility bills**. Enclosed is a chart that compares the amount of a typical customer bill for Edgerton and other nearby cities.

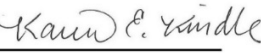
Temporary Certificate of Occupancy Extension Fee

Pursuant to Edgerton Municipal Code Chapter 4, Article 1, Section 4-102, the City has adopted the "Code of Regulations for Buildings and Construction", 2010 Edition. As noted in this Code of Regulations (Article 2, Section 4(c)), a Temporary Certificate of Occupancy (TCO) may be issued for 60 days with an additional 30 days being granted upon written request and the payment of a \$100 fee. This fee is not included in the Fee Resolution and as a housekeeping item, should be added under the Zoning and Development Fees section, which begins on page 12.

Related Ordinance(s) or Statute(s): Ordinance No. 1006

Funding Source: n/a

Budget Allocated: n/a

x 

Finance Director Approval:

Karen Kindle, Finance Director

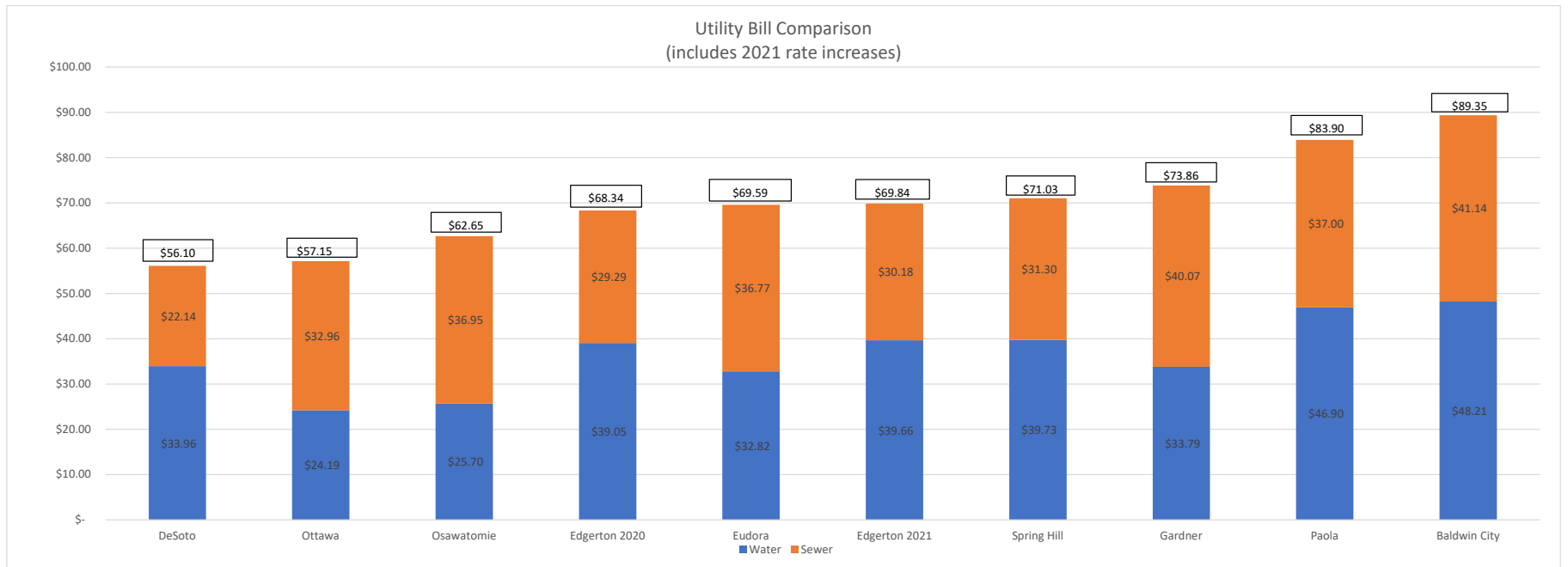
<p>Recommendation: Approve Resolution No. 09-24-20A Establishing Fees and Rates for Permits, Licenses and Services Within the City of Edgerton, Kansas.</p>
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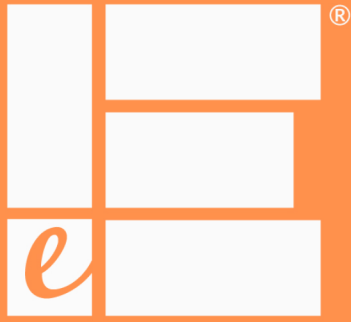
Enclosed: Utility Bill Comparison Chart
Utility Rate Change Information Sheet
Proposed Fee Resolution Changes
Resolution No. 09-24-20A

Prepared by: Karen Kindle, Finance Director

City of Edgerton
Comparison of Utility Rates - Water and Wastewater
9/24/2020

Service	City									
	DeSoto	Ottawa	Osawatomie	Edgerton 2020	Eudora	Edgerton 2021	Spring Hill	Gardner	Paola	Baldwin City
Water	\$ 33.96	\$ 24.19	\$ 25.70	\$ 39.05	\$ 32.82	\$ 39.66	\$ 39.73	\$ 33.79	\$ 46.90	\$ 48.21
Sewer	\$ 22.14	\$ 32.96	\$ 36.95	\$ 29.29	\$ 36.77	\$ 30.18	\$ 31.30	\$ 40.07	\$ 37.00	\$ 41.14
Total	\$ 56.10	\$ 57.15	\$ 62.65	\$ 68.34	\$ 69.59	\$ 69.84	\$ 71.03	\$ 73.86	\$ 83.90	\$ 89.35





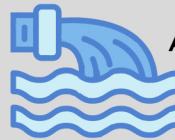
CITY OF EDGERTON UTILITY RATES



WATER RATES

AVERAGE CUSTOMER CURRENTLY
PAYS \$39.05 PER MONTH

2021 PROPOSED RATE
\$39.66 PER MONTH



SEWER RATES

AVERAGE CUSTOMER CURRENTLY
PAYS \$29.29 PER MONTH

2021 PROPOSED RATE
\$30.18 PER MONTH

Total rate change: \$1.50 per month

For the average customer

That's less than...



One 24-pack of crayons



One gallon of gas



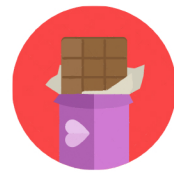
One gallon of milk



One cup of coffee



One song download



One candy bar

PUBLIC OFFENSES

Worthless Check/Returned Check/Dishonored Instrument	\$25.00
Abatement Administrative Fee	\$50.00 per abatement

UTILITIES - WATER

Water Rate

WATER

[Customer Service Charge + Vol. Rate = Monthly Bill]

Customer Service Charge

Meter Size	Inside City	Outside City
5/8"	\$20.83 <u>21.15</u>	\$31.23 <u>31.70</u>
1"	\$24.76 <u>25.14</u>	\$37.13 <u>37.69</u>
1 1/2"	\$31.30 <u>31.77</u>	\$46.95 <u>47.65</u>
2"	\$39.17 <u>39.76</u>	\$58.75 <u>59.63</u>
3"	\$57.52 <u>58.39</u>	\$86.26 <u>87.55</u>
4"	\$83.71 <u>84.97</u>	\$125.57 <u>127.45</u>
6"	\$149.22 <u>151.46</u>	\$223.82 <u>227.18</u>
8"	\$227.84 <u>231.26</u>	\$341.76 <u>346.89</u>

Volumetric Rate

Tiers	Inside City	Outside City
0-2,000	\$4.29 <u>4.36</u>	\$6.43 <u>6.53</u>
2,001-10,000	\$9.64 <u>9.79</u>	\$14.45 <u>14.67</u>
>10,000	\$13.30 <u>13.50</u>	\$19.93 <u>20.23</u>

Water System Development Fees

System Development Fee (based on size of water meter)

UTILITIES - WASTEWATER

Wastewater Rate

WASTEWATER

[Customer Service Charge + Vol. Rate = Monthly Bill]

Customer Service Charge

~~\$6.55~~6.75

Volumetric Rate

~~\$7.58~~7.81 [per 1,000 gallons]¹

LPKC Infrastructure

\$1.00 [per 1,000 gallons]

¹ For residential use properties, Section 15-305(b) of Article 3 of Chapter XV of the City Code will determine the level of gallons.

Wastewater System Development Fees

System Development Fee (based on size of water meter)

METER SIZE	CHARGES
5/8"	\$4,800
3/4"	\$6,600
1"	\$12,000
1.5"	\$24,000
2"	\$38,400
3"	\$72,000
4"	\$120,000
6"	\$240,000
8"	\$384,000

Wastewater Connection Fees

Connection Charge and Inspection Fee \$750.00

Wholesale Wastewater Rate

gallons] ~~\$3.36~~3.65 [per 1,000

Private Disposal System Fees

Installation Permit	\$250.00
Significant Alteration and Repair Permit	\$100.00
Minor Repair	\$50.00
Non-Residential Annual Operation Permit	\$50.00

Preliminary Plat Re-review Fee	\$300.00 plus \$10 per lot
Final Plat Fee	\$300.00 plus \$10.00 per lot plus publication fees
Final Plat Re-review Fee	\$300.00 plus \$10 per lot
Lot Split Fee	\$100.00
Street Excise Tax	\$0.10 per square foot of final plat
Park Impact Fee/Residential	\$300.00 per lot
Park Impact Fee/Commercial	\$0.08 per square foot of building
Park Impact Fee/Industrial	\$0.08 per square foot of building
New Street Light Fee	\$250.00
New Public Improvement Inspection Fee	Actual cost of inspection + 2% administrative fee
Street/Stormwater	
Water/Sewer	Actual cost of inspection
Land Disturbance (greater than one acre)	\$250.00
Flood Plain Development Permit	\$75.00
Zoning Verification Letter	\$75.00 per request
<u>Temporary Certificate of Occupancy Extension</u>	<u>\$100 per request</u>

Sign Fees

Home Occupation Sign	\$35.00
Temporary/Banner Sign	\$35.00
Pole Sign	\$125.00
Monument Sign	\$35.00
Façade/Wall Sign	\$35.00
Mobile Home Park Sign	\$35.00
Subdivision Name Sign	\$35.00
Apartment Complex Name Sign	\$35.00

SECTION 2: Effective Date. This Resolution shall become effective upon adoption by the Governing Body with the changes to the water and wastewater rates becoming effective on the January 1, 2021 utility bill.

RESOLUTION NO. 09-24-20A

A RESOLUTION ESTABLISHING FEES AND RATES FOR PERMITS, LICENSES AND SERVICES WITHIN THE CITY OF EDGERTON, KANSAS.

WHEREAS, pursuant to Ordinance No. 1006, the City Council indicated that all City Fees that previously were spread throughout the City Code, and would require an Ordinance amending that particular part of the Code to change the fee, would instead be consolidated into a City Fee Resolution such that all fees could be better monitored and, any revisions thereto, could be accomplished via resolution instead of an ordinance; and

WHEREAS, City Staff continues to work on consolidating said fees into this Fee Resolution and, as those fees are added in, revised versions of this Resolution will be presented for Council approval.

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

SECTION 1: FEES.

The following fees shall be due and payable to the City Clerk:

OPEN RECORDS

Inspection Fee, if item is not readily available	\$20.00 per request
Copying Fee (no charge for first ten (10) pages)	\$0.10 per page after first ten
Mailing Fee	Actual mailing costs
Facsimile charges	\$1.00 / \$0.10 per page
Searches by staff, three (3) hours or more	\$25.00 per hour

ANIMAL CONTROL

Animal Registration Fees:

Neutered/Spayed dog or cat	\$5.00
Unneutered/Non-spayed dog or cat	\$25.00
Seniors (60 plus) with neutered/spayed dog or cat	\$No Charge
Chicken registration	\$50.00
Chicken registration for senior residents (60 plus)	\$25.00
Breeder Fee	\$500.00
Late Registration Fee	\$25.00
Duplicate Tag Fee	\$1.00

Animal Redemption Fees:

Registered	
First pick up	\$No charge
Second pick up	\$50.00

Third pick up	\$100.00
Non-Registered, Neutered/Spayed First pick up	\$50.00
Non-Registered, Unneutered/unspayed First pick up	\$100.00
City provided rabies vaccination	\$50.00
Habitual Violator (dog picked up more than three times in one year)	\$250.00
Boarding Fee	\$10.00 per day

BEVERAGES

Cereal Malt Beverages

General Retailer	\$100.00	
Limited Retailer		\$35.00
Change of Location Fee		\$5.00

Drinking Establishments

License Fee – Biennial occupation tax	\$500.00
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Private Club

License Fee – Class A Biennial occupation tax	\$500.00
License Fee – Class B Biennial occupation tax	\$500.00

Special Event

Permit Fee	\$50.00
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Caterer

Permit Fee	\$250.00
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Retail

Permit Fee Biennial occupation tax	\$500.00
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BUILDINGS AND CONSTRUCTION

Permit Fees – Non-Residential Building

<i>Total Valuation</i>	<i>Fee</i>
\$1.00 to \$500	\$22.00
\$501.00 to \$2,000.00	\$22.00 for the first \$500.00 plus \$2.75 for each additional \$100.00, or fraction thereof, to and including \$2,000.00
\$2,001.00 to \$25,000.00	\$63.00 for the first \$2,000.00 plus \$12.50 for each additional \$1,000.00, or fraction thereof, to and including \$25,000.00
\$25,001 to \$50,000.00	\$352.00 for the first \$25,000.00 plus \$9.00 for each additional \$1,000.00, or fractions thereof, to and including \$50,000.00
\$50,001.00 to \$100,000.00	\$580.00 for the first \$50,000.00 plus \$6.25 for each additional \$1,000.00, or fraction thereof, to and including \$100,000.00
\$100,001.00 to \$500,000.00	\$895.00 for the first \$100,000.00 plus \$5.00 for each additional \$1,000.00, or fraction thereof, to and including \$500,000.00
\$500,000.00 to \$1,000,000.00	\$2,855 for the first \$500,000.00 plus \$4.25 for each additional \$1,000.00, or fraction thereof, to and including \$1,000,000.00
\$1,000,000.01 and up	\$4,955.00 for the first \$1,000,000.00 plus \$2.75 for each additional \$1,000.00, or fraction thereof

A plan review fee shall be assessed at sixty-five percent (65%) of the calculated building permit fee.

Other Inspections and Fees

Inspections outside of normal business hours (minimum charge – two hours)	\$50.00 per hour
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Re-inspection fees assessed	\$50.00 per hour
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Inspections for which no fee is specifically indicated (minimum charge – one-half hour)	\$50.00 per hour
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Additional plan review required by changes, additions or revisions to plans (or total hourly cost to the juris- diction, whichever is greatest. Cost shall include supervision, overhead, equipment, hourly wages and fringe benefits of employees involved)	\$50.00 per hour
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For use of outside consultants for plan checking Actual Costs
or inspections (costs include administrative and
overhead costs)

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.

A plan review fee shall be assessed at sixty-five percent (65%) of the calculated building permit fee.

Other Inspections and Fees

Inspections outside of normal business hours (minimum charge – two hours)	\$50.00 per hour
Re-inspection fees assessed	\$50.00 per hour
Inspections for which no fee is specifically indicated (minimum charge – one-half hour)	\$50.00 per hour
Additional plan review required by changes, additions or revisions to plans (or total hourly cost to the jurisdiction, whichever is greatest. Cost shall include supervision, overhead, equipment, hourly wages and fringe benefits of employees involved)	\$50.00 per hour
For use of outside consultants for plan checking or inspections (costs include administrative and overhead costs)	Actual Costs
Certificate of Occupancy	\$10.00
Fire Review and Inspection - Core and Shell 100 square feet to 12,500 square feet Multi-Family (R-3) Commercial Zoning Districts (C-D, C-1, C-2) Industrial Zoning Districts (B-P, L-P, I-G, I-H)	\$250.00
Fire Review and Inspection - Tenant Finish 100 square feet to 12,500 square feet Multi-Family (R-3) Commercial Zoning Districts (C-D, C-1, C-2)	\$250.00

Industrial Zoning Districts (B-P, L-P, I-G, I-H)

Fire Review and Inspection	\$0.02 per square foot
- Core and Shell	
12,501.00 square feet or greater	
Multi-Family (R-3)	
Commercial Zoning Districts (C-D, C-1, C-2)	
Industrial Zoning Districts (B-P, L-P, I-G, I-H)	

Fire Review and Inspection	\$0.02 per square foot
- Tenant Finish	
12,501 square feet or greater	
Multi-Family (R-3)	
Commercial Zoning Districts (C-D, C-1, C-2)	
Industrial Zoning Districts (B-P, L-P, I-G, I-H)	

Permit Fees - Fuel Gas Code

Issuance of Permit	\$50.00
Issuance of Permit for senior residents (60 plus)	\$25.00
Supplemental Permit	\$50.00
Inspection outside normal business hours	\$50.00 per hour
Re-inspection	\$50.00 per hour
Additional plan review required by changes, additions or revisions to approved plans (minimum charge – one hour)	\$50.00 per hour

Permit Fees – Plumbing Code

Issuance of Permit	\$50.00
Issuance of Permit for senior residents (60 plus)	\$25.00
Supplemental Permit	\$50.00
Inspection outside normal business hours	\$50.00 per hour
Re-inspection	\$50.00 per hour
Additional plan review required by changes, additions or revisions to approved plans (minimum charge – one hour)	\$50.00 per hour

Permit Fees – Mechanical Code

Issuance of Permit	\$50.00
Issuance of Permit for senior residents (60 plus)	\$25.00
Supplemental Permit	\$50.00
Inspection outside normal business hours	\$50.00 per hour
Re-inspection	\$50.00 per hour
Additional plan review required by changes, additions or revisions to approved plans (minimum charge – one hour)	\$50.00 per hour

Permit Fees – Electrical Code

Issuance of Permit	\$50.00
Issuance of Permit for senior residents (60 plus)	\$25.00
Supplemental Permit	\$50.00
Issuance of annual permit	\$250.00
Inspection outside normal business hours	\$50.00 per hour
Re-inspection	\$50.00 per hour
Additional plan review required by changes, additions or revisions to approved plans (minimum charge – one hour)	\$50.00 per hour

Moving Buildings

House/building/derrick or other structure permit	\$5.00
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Oil and Gas Wells

Permit Fee	\$150.00 per well
License Fee	\$25.00 per well

Fire Insurance Proceeds Fund

Final Settlement Funds (K.S.A. 40-3901 <u>et seq.</u>)	\$5000.00 or 10% of covered claim payment, whichever is less
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BUSINESS LICENSE

General License	\$5.00
Solicitor's License – Investigation Fee	\$50.00
Solicitor's License – Issuance Per day	\$25.00
Solicitor's License – Six Months	\$250.00
Adult Entertainment Business License	\$250.00
Adult Entertainment Manager's License	\$20.00
Adult Entertainers License	\$20.00
Adult Entertainment Service's License	\$20.00
Mobile Food Vender License	\$100.00
Block Party	\$25.00

FIREWORKS

Fireworks – Temporary Retail Sale Application Fee	\$500.00
Fireworks – Temporary Retail Sale Bond	\$1000.00
Public Display Application Fee	\$100.00

SOLID WASTE

Customer Unit Charge – Monthly (One trash container and one recycle container)	\$7.50
Extra Container Charge – Monthly	\$5.00
Extra Recycle Container – Monthly	\$1.00

PUBLIC PROPERTY

Community Hall Rental – Residents (24-hrs midnight)	\$100.00
Community Hall Rental – Non-Residents (24 -hrs midnight)	\$150.00
Rental Deposit Required for Rental (Refundable) (Due at time of Reservation)	\$50.00
Overnight Camping (by special permit)	\$10.00
Martin Creek Park Lights	
-Ball field #1 Lights	\$20 / hour
-Horse Shoe Pit Lights	\$20 / hour
Right-Of-Way Permit	\$100.00

PUBLIC OFFENSES

Worthless Check/Returned Check/Dishonored Instrument	\$25.00
Abatement Administrative Fee	\$50.00 per abatement

UTILITIES - WATER

Water Rate

WATER

[Customer Service Charge + Vol. Rate = Monthly Bill]

Customer Service Charge

Meter Size	Inside City	Outside City
5/8"	\$21.15	\$31.70
1"	\$25.14	\$37.69
1 1/2"	\$31.77	\$47.65
2"	\$39.76	\$59.63
3"	\$58.39	\$87.55
4"	\$84.97	\$127.45
6"	\$151.46	\$227.18
8"	\$231.26	\$346.89

Volumetric Rate

Tiers	Inside City	Outside City
0-2,000	\$4.36	\$6.53
2,001-10,000	\$9.79	\$14.67
>10,000	\$13.50	\$20.23

Water System Development Fees

System Development Fee (based on size of water meter)

<u>METER SIZE</u>	<u>CHARGES</u>
5/8"	\$4,300
1"	\$10,750
1.5"	\$21,500
2"	\$34,400
3"	\$64,500
4"	\$107,500
6"	\$215,000
8"	\$344,000

Water Connection Fees

Connections Charge: Inside City - Regular ($\frac{3}{4}$ -inch service, with $\frac{3}{4}$ -inch by 5/8 inch-meter)	\$1,250.00
Connections Charge: Outside City - Regular ($\frac{3}{4}$ -inch service, with $\frac{3}{4}$ -inch by 5/8-inch meter)	\$7,500.00
Connections Charge: Other Sizes	TBD by Governing Body
Water Service Application (inside city limits)	\$30.00
Water Service Application (outside city limits)	\$75.00
Reconnection Fee, during normal business hours	\$25.00
Reconnection Fee, during non-business hours	\$100.00
Meter Testing (if meter is correct)	\$10.00
Hydrant Meter Refundable Deposit	\$1,500.00

UTILITIES - WASTEWATER

Wastewater Rate

WASTEWATER

[Customer Service Charge + Vol. Rate = Monthly Bill]

Customer Service Charge

\$6.75

Volumetric Rate

\$7.81 [per 1,000 gallons]¹

LPKC Infrastructure

\$1.00 [per 1,000 gallons]

¹ For residential use properties, Section 15-305(b) of Article 3 of Chapter XV of the City Code will determine the level of gallons.

Wastewater System Development Fees

System Development Fee (based on size of water meter)

<u>METER SIZE</u>	<u>CHARGES</u>
5/8"	\$4,800
3/4"	\$6,600
1"	\$12,000
1.5"	\$24,000
2"	\$38,400
3"	\$72,000
4"	\$120,000
6"	\$240,000
8"	\$384,000

Wastewater Connection Fees

Connection Charge and Inspection Fee \$750.00

Wholesale Wastewater Rate

\$3.65 [per 1,000 gallons]

Private Disposal System Fees

Installation Permit	\$250.00
Significant Alteration and Repair Permit	\$100.00
Minor Repair	\$50.00
Non-Residential Annual Operation Permit	\$50.00
(first year fee included in Installation Permit Fee)	

Septic/Holding Tank Removal	\$100.00
Inspection, non-business hours (2-hour charge minimum, additional to inspection fee)	\$15.00 per hour

ZONING AND DEVELOPMENT FEES

Manufactured Home Park License	\$100.00
Temporary Mobile Home Fee	\$25.00
Planned Unit Development:	
Conceptual Plan/Preliminary Plat Fee	\$200.00 plus \$2.00 per lot
Final Plan/Final Plat Fee	\$300.00 plus \$5.00 per lot
Board of Zoning Appeals Variance or Appeal Fee	\$250.00 plus publication fees
Rezoning Fee	\$250.00
Conditional/Special Use Permit Fee	
Residential Zoning Districts	\$100.00 plus publication fees
Non-Residential Zoning Districts	\$1,000.00 plus publication fees
Temporary Construction Activities	
Permit Fee	\$500.00
Amended Application Requiring Another Planning Commission Review, Post Approval	\$250.00
Expired Permit – treated as a new permit	\$500.00
Blasting Permit (one (1) year)	\$500.00
Home Occupation Permit Fee	\$5.00
Preliminary/Final Site Plan Fee	\$200.00 plus \$10.00 per acre plus publication fees
Site Plan Re-review Fee	\$200.00 plus \$1.00 per acre
Revised Site Plan Fee	
Requiring Planning Commission Approval	\$250.00
Requiring Zoning Administrator Approval	\$100.00
Preliminary Plat Fee	\$300.00 plus \$10.00 per lot plus publication fees
Preliminary Plat Re-review Fee	\$300.00 plus \$10 per lot

Final Plat Fee	\$300.00 plus \$10.00 per lot plus publication fees
Final Plat Re-review Fee	\$300.00 plus \$10 per lot
Lot Split Fee	\$100.00
Street Excise Tax	\$0.10 per square foot of final plat
Park Impact Fee/Residential	\$300.00 per lot
Park Impact Fee/Commercial	\$0.08 per square foot of building
Park Impact Fee/Industrial	\$0.08 per square foot of building
New Street Light Fee	\$250.00
New Public Improvement Inspection Fee	Actual cost of inspection + 2% administrative fee Actual cost of inspection
Street/Stormwater	
Water/Sewer	
Land Disturbance (greater than one acre)	\$250.00
Flood Plain Development Permit	\$75.00
Zoning Verification Letter	\$75.00 per request
Temporary Certificate of Occupancy Extension	\$100 per request

Sign Fees

Home Occupation Sign	\$35.00
Temporary/Banner Sign	\$35.00
Pole Sign	\$125.00
Monument Sign	\$35.00
Façade/Wall Sign	\$35.00
Mobile Home Park Sign	\$35.00
Subdivision Name Sign	\$35.00
Apartment Complex Name Sign	\$35.00

SECTION 2: Effective Date. This Resolution shall become effective upon adoption by the Governing Body with the changes to the water and wastewater rates becoming effective on the January 1, 2021 utility bill.

SECTION 3: Repealer. Any fees or resolutions inconsistent herewith are hereby repealed and said City Code references (along with other specific fee references throughout the City Code that will now be controlled by the Fee Resolution) will be formally withdrawn via a future ordinance.

ADOPTED BY THE GOVERNING BODY OF THE CITY OF EDGERTON, KANSAS ON THIS 24th DAY of SEPTEMBER, 2020.

DONALD ROBERTS, MAYOR

ATTEST:

CHRISTOPHER CLINTON, CITY CLERK

APPROVED AS TO FORM:

LEE W. HENDRICKS, CITY ATTORNEY

City Council Action Item

Council Meeting Date: September 24, 2020

Department: Utilities

Agenda Item: Consider Generator Maintenance Contract through Foley Equipment

Background/Description of Item:

In July, 2020, City Staff solicited bids for onsite generator maintenance for five (5) of the six (6) generators the Utility Department uses to provide backup power to lift stations and the treatment plant. The sixth generator is still under warranty, upon completion of the warranty period staff will obtain a maintenance contract for this as well.

Generators are relied upon when there is an interruption of power. Maintenance includes inspections every 6 months to include the checking of oil, filters, coolant and taking fuel samples. There is also a two (2) hour load bank test, which puts the generator under a load to ensure it can handle the power demands should a power interruption occur.

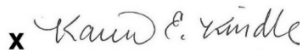
Three quotes were submitted, as required by our purchasing policy. Staff recommends the selection of the lowest and best bid from Foley Equipment.

These agreements are for 3 years, and include language summarizing the Kansas Cash Basis Law, as provided by City Attorney.

Related Ordinance(s) or Statue(s):

Funding Source: 2021 Operating Budget (Sewer Fund – Treatment Plant and Sewer Fund – Lift Stations)

Budget Allocated: \$9,317

x 

Finance Director Approval:

Karen Kindle, Finance Director

Recommendation: Approve the Generator Maintenance Contracts with Foley Equipment and Authorize the Mayor to Execute the Contract.

Enclosed: Requisition Form
Contracts for each generator

Prepared by: Dan Merkh, Public Works Director

VEHICLE & EQUIPMENT

Vehicle or equipment requested: _____ Date: _____

Describe need for vehicle or equipment: _____

Describe bid process and attach documentation: _____

9317

REQUESTED ACC/VEH/EQUIP	NEW/ USED	NAME / DESCRIPTION	COST	TRADE IN	ACTUAL	RECOMMEND
			\$	\$	\$	<input type="checkbox"/>
			\$	\$	\$	<input type="checkbox"/>
			\$	\$	\$	<input type="checkbox"/>
			\$	\$	\$	<input type="checkbox"/>
			\$	\$	\$	<input type="checkbox"/>

Requested by: Michael Mabrey Date: _____

Account Number: _____ Budget Available: ☐ \$9317.00

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

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

vs. 3.17.16



FOLEY EQUIPMENT CO.

Foley Maintenance Plan

Electric Power Generation

(EVEN PAY PER SERVICE)

Agreement Number

19E0528-1611

Customer:	City of Edgerton	Manufacturer:	Caterpillar
Contact Person:	Mike Mabrey	Model:	C18
Telephone:	913.709.7278	Serial Number:	EKW01561
Address:	20590 Homestead Lane Edgerton, KS 66027	Hour Meter:	49
E-Mail:	mmabrey@edgertonks.org	Unit ID Number:	BBCWWTP

This Agreement between Foley Equipment Company ("Foley") and ("Customer") shall be in effect from 1/2021 and shall terminate 36 months thereafter or upon Equipment reaching 299 hours of operation or 6 services, whichever comes first.

SERVICES:

Foley shall provide parts and labor to perform the applicable Foley Maintenance Plan (FMP) as defined in the Planned Maintenance Inspection Report. Customer agrees to allow Foley proper access to perform the services during normal business hours, unless otherwise agreed to in writing by Foley and contained within this agreement. If Customer requests work to be done on an overtime basis, Customer shall pay the differential between Foley's overtime and regular time charges. Customer will be furnished a copy of the Planned Maintenance Inspection Report detailing all items inspected, serviced, or replaced.

SERVICE INTERVALS:

These services will be performed semi-annually. The first service will be performed 1/2021. Foley will schedule services based off date & usage, we will contact Customer prior to dispatch to verify usage. Customer may contact Foley and schedule next service due should service interval occur sooner than expected. Foley is not responsible for any parts or labor for services at intervals less than semi-annually. The KW is 600 and the voltage is 277/480 & the Amps are 0 on this unit.

PAYMENT:

These services shall be provided for a Pay Per Service price of \$1,431.95 plus any applicable tax. Payment is due upon receipt of Foley's invoice. This pricing is based upon acceptance of Foley's standard terms and conditions.

EXCLUSIONS:

Travel time and mileage costs in excess of 6 round trips from a Foley Service location will be at an additional charge at Foley's current published rate. Parts and/or labor other than those specifically required to perform the services as defined in the Planned Maintenance Inspection Report will be an additional charge.

ADDITIONAL INCLUSIONS/EXCLUSIONS/COMMENTS:

This is a 36 month agreement. It includes an annual and semi-annual each year. The annual includes oil, filters, oil, coolant, and fuel samples. The semi-annual includes oil sample. There is a 2 hour load bank test included each year. They both will have a thorough inspection completed by a qualified Foley technician. You will receive the sample results and inspection sheets for your files. **This Agreement is subject to the Kansas Cash Basis Law, K.S.A. 10-1101. Any automatic renewal of the terms of the Agreement shall create no legal obligation on the part of the City of Edgerton. The City of Edgerton is obligated only to pay periodic payments or monthly installments under the Agreement as may lawfully be made from (a) funds budgeted and appropriated for that purpose during the City of Edgerton's current budget year or (b) funds made available from any lawfully operated revenue producing source.**

This Agreement shall be subject to the terms and conditions specified at: <http://www.foleyeq.com/fmptterms> (case sensitive, no caps), which are incorporated herein by reference

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

Customer

Signed

Date

Printed Name

Title

Foley Equipment

Signed

Date

Printed Name

Title





FOLEY EQUIPMENT CO.

Foley Maintenance Plan

Electric Power Generation

(EVEN PAY PER SERVICE)

Agreement Number

19E0528-1612

Customer:	City of Edgerton	Manufacturer:	Caterpillar
Contact Person:	Mike Mabrey	Model:	D40-6
Telephone:	913.709.7278	Serial Number:	GLD01442
Address:	20590 Homestead Lane Edgerton, KS 66027	Hour Meter:	31
E-Mail:	mmabrey@edgertonks.org	Unit ID Number:	1MF Lift Station

This Agreement between Foley Equipment Company ("Foley") and ("Customer") shall be in effect from 1/2021 and shall terminate 36 months thereafter or upon Equipment reaching 281 hours of operation or 6 services, whichever comes first.

SERVICES:

Foley shall provide parts and labor to perform the applicable Foley Maintenance Plan (FMP) as defined in the Planned Maintenance Inspection Report. Customer agrees to allow Foley proper access to perform the services during normal business hours, unless otherwise agreed to in writing by Foley and contained within this agreement. If Customer requests work to be done on an overtime basis, Customer shall pay the differential between Foley's overtime and regular time charges. Customer will be furnished a copy of the Planned Maintenance Inspection Report detailing all items inspected, serviced, or replaced.

SERVICE INTERVALS:

These services will be performed semi-annually. The first service will be performed 1/2021. Foley will schedule services based off date & usage, we will contact Customer prior to dispatch to verify usage. Customer may contact Foley and schedule next service due should service interval occur sooner than expected. Foley is not responsible for any parts or labor for services at intervals less than semi-annually. The KW is 40 and the voltage is 277/480 & the Amps are 0 on this unit.

PAYMENT:

These services shall be provided for a Pay Per Service price of \$620.99 plus any applicable tax. Payment is due upon receipt of Foley's invoice. This pricing is based upon acceptance of Foley's standard terms and conditions.

EXCLUSIONS:

Travel time and mileage costs in excess of 6 round trips from a Foley Service location will be at an additional charge at Foley's current published rate. Parts and/or labor other than those specifically required to perform the services as defined in the Planned Maintenance Inspection Report will be an additional charge.

ADDITIONAL INCLUSIONS/EXCLUSIONS/COMMENTS:

This is a 36 month agreement. It includes an annual and semi-annual each year. The annual includes oil, filters, oil, coolant, and fuel samples. The semi-annual includes oil sample. There is a 2 hour load bank test only 2 times in this 3 year agreement, to be completed 2021 and 2023. They both will have a thorough inspection completed by a qualified Foley technician. You will receive the sample results and inspection sheets for your files. **This Agreement is subject to the Kansas Cash Basis Law, K.S.A. 10-1101. Any automatic renewal of the terms of the Agreement shall create no legal obligation on the part of the City of Edgerton. The City of Edgerton is obligated only to pay periodic payments or monthly installments under the Agreement as may lawfully be made from (a) funds budgeted and appropriated for that purpose during the City of Edgerton's current budget year or (b) funds made available from any lawfully operated revenue producing source.**

This Agreement shall be subject to the terms and conditions specified at: <http://www.foleyeq.com/fmptterms> (case sensitive, no caps), which are incorporated herein by reference

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

Customer	Signed _____	Date _____
	Printed Name _____	Title _____
Foley Equipment	Signed _____	Date _____
	Printed Name _____	Title _____





FOLEY EQUIPMENT CO.

Foley Maintenance Plan

Electric Power Generation

(EVEN PAY PER SERVICE)

Agreement Number

19E0528-1613

Customer:	City of Edgerton	Manufacturer:	Caterpillar
Contact Person:	Mike Mabrey	Model:	D80-8
Telephone:	913.709.7278	Serial Number:	L4R00442
Address:	20590 Homestead Lane Edgerton, KS 66027	Hour Meter:	9
E-Mail:	mmabrey@edgertonks.org	Unit ID Number:	Lift Station

This Agreement between Foley Equipment Company ("Foley") and ("Customer") shall be in effect from 1/2021 and shall terminate 36 months thereafter or upon Equipment reaching 259 hours of operation or 6 services, whichever comes first.

SERVICES:

Foley shall provide parts and labor to perform the applicable Foley Maintenance Plan (FMP) as defined in the Planned Maintenance Inspection Report. Customer agrees to allow Foley proper access to perform the services during normal business hours, unless otherwise agreed to in writing by Foley and contained within this agreement. If Customer requests work to be done on an overtime basis, Customer shall pay the differential between Foley's overtime and regular time charges. Customer will be furnished a copy of the Planned Maintenance Inspection Report detailing all items inspected, serviced, or replaced.

SERVICE INTERVALS:

These services will be performed semi-annually. The first service will be performed 1/2021. Foley will schedule services based off date & usage, we will contact Customer prior to dispatch to verify usage. Customer may contact Foley and schedule next service due should service interval occur sooner than expected. Foley is not responsible for any parts or labor for services at intervals less than semi-annually. The KW is 80 and the voltage is 277/480 & the Amps are 0 on this unit.

PAYMENT:

These services shall be provided for a Pay Per Service price of \$752.08 plus any applicable tax. Payment is due upon receipt of Foley's invoice. This pricing is based upon acceptance of Foley's standard terms and conditions.

EXCLUSIONS:

Travel time and mileage costs in excess of 6 round trips from a Foley Service location will be at an additional charge at Foley's current published rate. Parts and/or labor other than those specifically required to perform the services as defined in the Planned Maintenance Inspection Report will be an additional charge.

ADDITIONAL INCLUSIONS/EXCLUSIONS/COMMENTS:

This is a 36 month agreement. It includes an annual and semi-annual each year. The annual includes oil, filters, oil, coolant, and fuel samples. The semi-annual includes oil sample. There is a 2 hour load bank included each year. They both will have a thorough inspection completed by a qualified Foley technician. You will receive the sample results and inspection sheets for your files. **This Agreement is subject to the Kansas Cash Basis Law, K.S.A. 10-1101. Any automatic renewal of the terms of the Agreement shall create no legal obligation on the part of the City of Edgerton. The City of Edgerton is obligated only to pay periodic payments or monthly installments under the Agreement as may lawfully be made from (a) funds budgeted and appropriated for that purpose during the City of Edgerton's current budget year or (b) funds made available from any lawfully operated revenue producing source.**

This Agreement shall be subject to the terms and conditions specified at: <http://www.foleyeq.com/fmptterms> (case sensitive, no caps), which are incorporated herein by reference

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

Customer

Signed

Date

Printed Name

Title

Foley Equipment

Signed

Date

Printed Name

Title





FOLEY EQUIPMENT CO.

Foley Maintenance Plan

Electric Power Generation

(EVEN PAY PER SERVICE)

Agreement Number

19E0528-1614

Customer:	City of Edgerton	Manufacturer:	MTU
Contact Person:	Mike Mabrey	Model:	8V1600DS400
Telephone:	913.709.7278	Serial Number:	95010601634
Address:	20590 Homestead Lane Edgerton, KS 66027	Hour Meter:	112
E-Mail:	mmabrey@edgertonks.org	Unit ID Number:	0

This Agreement between Foley Equipment Company ("Foley") and ("Customer") shall be in effect from 1/2021 and shall terminate 36 months thereafter or upon Equipment reaching 362 hours of operation or 6 services, whichever comes first.

SERVICES:

Foley shall provide parts and labor to perform the applicable Foley Maintenance Plan (FMP) as defined in the Planned Maintenance Inspection Report. Customer agrees to allow Foley proper access to perform the services during normal business hours, unless otherwise agreed to in writing by Foley and contained within this agreement. If Customer requests work to be done on an overtime basis, Customer shall pay the differential between Foley's overtime and regular time charges. Customer will be furnished a copy of the Planned Maintenance Inspection Report detailing all items inspected, serviced, or replaced.

SERVICE INTERVALS:

These services will be performed semi-annually. The first service will be performed 1/2021. Foley will schedule services based off date & usage, we will contact Customer prior to dispatch to verify usage. Customer may contact Foley and schedule next service due should service interval occur sooner than expected. Foley is not responsible for any parts or labor for services at intervals less than semi-annually. The KW is 375 and the voltage is 480 & the Amps are 0 on this unit.

PAYMENT:

These services shall be provided for a Pay Per Service price of \$1,090.90 plus any applicable tax. Payment is due upon receipt of Foley's invoice. This pricing is based upon acceptance of Foley's standard terms and conditions.

EXCLUSIONS:

Travel time and mileage costs in excess of 6 round trips from a Foley Service location will be at an additional charge at Foley's current published rate. Parts and/or labor other than those specifically required to perform the services as defined in the Planned Maintenance Inspection Report will be an additional charge.

ADDITIONAL INCLUSIONS/EXCLUSIONS/COMMENTS:

This is a 36 month agreement. It includes an annual and semi-annual each year. The annual includes oil, filters, oil, coolant, and fuel samples. The semi-annual includes oil sample. There is a 2 hour load bank test included only twice in the 3 year agreement. To be performed 2021 & 2023. They both will have a thorough inspection completed by a qualified Foley technician. You will receive the sample results and inspection sheets for your files. **This Agreement is subject to the Kansas Cash Basis Law, K.S.A. 10-1101. Any automatic renewal of the terms of the Agreement shall create no legal obligation on the part of the City of Edgerton. The City of Edgerton is obligated only to pay periodic payments or monthly installments under the Agreement as may lawfully be made from (a) funds budgeted and appropriated for that purpose during the City of Edgerton's current budget year or (b) funds made available from any lawfully operated revenue producing source.**

This Agreement shall be subject to the terms and conditions specified at: <http://www.foleyeq.com/fmptterms> (case sensitive, no caps), which are incorporated herein by reference

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

Customer	Signed _____	Date _____
	Printed Name _____	Title _____
Foley Equipment	Signed _____	Date _____
	Printed Name _____	Title _____





FOLEY EQUIPMENT CO.

Foley Maintenance Plan

Electric Power Generation

(EVEN PAY PER SERVICE)

Agreement Number

19E0528-1615

Customer:	City of Edgerton	Manufacturer:	MTU
Contact Person:	Mike Mabrey	Model:	0M924LA
Telephone:	913.709.7278	Serial Number:	95130600734
Address:	20590 Homestead Lane Edgerton, KS 66027	Hour Meter:	164
E-Mail:	mmabrey@edgertonks.org	Unit ID Number:	0

This Agreement between Foley Equipment Company ("Foley") and ("Customer") shall be in effect from 1/2021 and shall terminate 36 months thereafter or upon Equipment reaching 414 hours of operation or 6 services, whichever comes first.

SERVICES:

Foley shall provide parts and labor to perform the applicable Foley Maintenance Plan (FMP) as defined in the Planned Maintenance Inspection Report. Customer agrees to allow Foley proper access to perform the services during normal business hours, unless otherwise agreed to in writing by Foley and contained within this agreement. If Customer requests work to be done on an overtime basis, Customer shall pay the differential between Foley's overtime and regular time charges. Customer will be furnished a copy of the Planned Maintenance Inspection Report detailing all items inspected, serviced, or replaced.

SERVICE INTERVALS:

These services will be performed semi-annually. The first service will be performed 1/2021. Foley will schedule services based off date & usage, we will contact Customer prior to dispatch to verify usage. Customer may contact Foley and schedule next service due should service interval occur sooner than expected. Foley is not responsible for any parts or labor for services at intervals less than semi-annually. The KW is 80 and the voltage is 480 & the Amps are 0 on this unit.

PAYMENT:

These services shall be provided for a Pay Per Service price of \$676.54 plus any applicable tax. Payment is due upon receipt of Foley's invoice. This pricing is based upon acceptance of Foley's standard terms and conditions.

EXCLUSIONS:

Travel time and mileage costs in excess of 6 round trips from a Foley Service location will be at an additional charge at Foley's current published rate. Parts and/or labor other than those specifically required to perform the services as defined in the Planned Maintenance Inspection Report will be an additional charge.

ADDITIONAL INCLUSIONS/EXCLUSIONS/COMMENTS:

This is a 36 month agreement. It includes an annual and semi-annual each year. The annual includes oil, filters, oil, coolant, and fuel samples. The semi-annual includes oil sample. There is a 2 hour load bank test included only twice in this agreement. To be performed 2021 & 2023. They both will have a thorough inspection completed by a qualified Foley technician. You will receive the sample results and inspection sheets for your files. **This Agreement is subject to the Kansas Cash Basis Law, K.S.A. 10-1101. Any automatic renewal of the terms of the Agreement shall create no legal obligation on the part of the City of Edgerton. The City of Edgerton is obligated only to pay periodic payments or monthly installments under the Agreement as may lawfully be made from (a) funds budgeted and appropriated for that purpose during the City of Edgerton's current budget year or (b) funds made available from any lawfully operated revenue producing source.**

This Agreement shall be subject to the terms and conditions specified at: <http://www.foleyeq.com/fmptterms> (case sensitive, no caps), which are incorporated herein by reference

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

Customer	Signed _____	Date _____
	Printed Name _____	Title _____
Foley Equipment	Signed _____	Date _____
	Printed Name _____	Title _____



City Council Action Item

Council Meeting Date: September 24, 2020

Department: Administration

Agenda Item: Consider Johnson County Coronavirus Relief Fund Subrecipient Grant Agreement

Background/Description of Item:

On March 27, 2020, the President signed the Coronavirus Aid, Relief and Economic Security Act (CARES Act) which provides \$150 billion in direct aid specifically for COVID-19 related expenses to state and local governments with a population greater than 500,000 people. Johnson County has received \$116 million in CARES Act funding and has set aside \$17 million for cities within the county to help with COVID-19 related expenses. Each city's allocation is based on population. The cities receive their share of the allocation by submitting reimbursement requests for expenses incurred.

To be eligible to receive its share of the funding, the City of Edgerton must sign the Johnson County Coronavirus Relief Fund Subrecipient Grant Agreement. The agreement contains the stipulations related to the grant funds including the City's responsibilities, requirements for access to and maintenance of records, audit requirements, repayment of unspent funds, etc.

Because the City of Edgerton expects to have less than \$750,000 in federal grant awards in 2020, the City won't be required to include the federal single audit procedures for its 2020 audit.

The documents have been submitted to the City Attorney for review.

Related Ordinance(s) or Statue(s):

Funding Source: n/a

Budget Allocated: n/a

Finance Director Approval:

x 
Karen Kindie, Finance Director

Recommendation: Approve the Johnson County Coronavirus Relief Fund Subrecipient Grant Agreement subject to the approval of the City Attorney.

Enclosed: Johnson County Coronavirus Relief Fund Subrecipient Grant Agreement

Prepared by: Karen Kindle, Finance Director

Johnson County Coronavirus Relief Fund Subrecipient Grant Agreement

(i) Subrecipient agency name (must match the name associated with its unique entity identifier) City of Edgerton, Kansas		(ii) Unique entity identifier (i.e., DUNS) 783874530	(iii) Federal Award Identification Number (FAIN) TBD
(iv) Federal Award Date MARCH 1, 2020 - DECEMBER 30, 2020	(v) Subrecipient agency Period of Performance Start and End Date MARCH 1, 2020 - DECEMBER 30, 2020		
(vi) Amount of Federal Funds Obligated to the subrecipient agency by this action: \$56,034.60	(vii) Total Amount of Federal Funds Obligated to the subrecipient agency \$56,034.60	(viii) Total Amount of the Federal Award Committed to the subrecipient agency \$5,148.56	
(ix) Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA) CORONAVIRUS RELIEF – Johnson County, Kansas Local Taxing Jurisdiction Support			
(x) Federal awarding agency: DEPARTMENT OF THE TREASURY	Pass-through entity: JOHNSON COUNTY	Awarding official name and contact information: Thomas G. Franzen, Director of Treasury & Financial Management Office of Treasury & Financial Management Thomas.Franzen@jocogov.org	
(xi) CFDA Number and Name (the pass-through entity must identify the dollar amount made available under each Federal award and the CFDA number at time of disbursement) 21.019 - CORONAVIRUS RELIEF FUND		(xii) Identification of whether the award is R&D NO	
(xiii) Indirect cost rate for the Federal Award NOT ELIGIBLE	Award payment method (reimbursement or lump sum payment) Reimbursement	Is the agency a subrecipient for the purposes of this agreement? Yes	

JOHNSON COUNTY

Name, Title: Thomas G. Franzen, Director

Signature: 

Date: 09/05/2020

RECIPIENT

Name, Title: _____

Signature: _____

Date: _____

1. Purpose of Agreement. This Agreement is made by and between Johnson County, a municipal corporation ("the County") a Subrecipient Grant Agreement, ("Agreement") to set forth the terms and conditions under which the County will provide City of Edgerton, Kansas ("Recipient") with \$56,034.60 as a grant to be used to reimburse necessary expenditures incurred due to the COVID-19 emergency during the period of March 1, 2020 through December 30, 2020.

2. Scope of Eligible Expenditures. Grant funds may only be used to pay or reimburse eligible expenditures as described in **Attachment A** ("Federal Terms and Conditions"), consistent with details in **Attachment C** ("Scope of Work"). No grant funds may be used to pay or reimburse costs reimbursed under any other federal or state program, damages covered by insurance, reimbursement to donors for donated items or services, legal settlements, or severance pay.

3. Recipient Responsibilities. The grant funds provided herein are an allocation of the coronavirus relief fund, as created in section 5001 of H.R. 748, of the CARES Act. Recipient agrees to administer the grant proceeds consistent with this Agreement, in accordance with the applicable provisions of the CARES Act, any future applicable guidance issued by the U.S. Department of the Treasury and any other applicable federal provisions, as currently described at **Attachment A**. Recipient shall provide the County with certification **Attachment B** that grant funds were used for eligible expenditures.

4. Access to and Maintenance of Records. Recipient shall maintain internal controls, accounts and records, including personnel, property, financial, and programmatic records and other such records as may be deemed necessary by the County, consistent with Uniform Guidance as described in the Federal Terms and Conditions and for a period of six (6) years to ensure proper accounting for all grant funds and compliance with this Agreement. Recipient acknowledges that records may be subject to disclosure under the Public Records Act.

Recipient shall agree that the County or any duly authorized representatives, shall have, at any time and from time to time during normal business hours, access to any work product, books, documents, papers, and records of the Recipient which are related to this Agreement, for the purpose of inspection, audits, examinations, and making excerpts, copies and transcriptions.

5. Audit. If Recipient expends \$750,000 or more in federal awards from any and/or all sources in any fiscal year including under this Agreement, Recipient shall procure and pay for a single audit or program-specific audit for that fiscal year. Upon completion of each audit, Recipient shall: (i) submit to the County the reporting package specified in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards at 2 CFR Part 200, Subpart F - Audit Requirements, reports required by the program-specific audit guide (if applicable), and a copy of any management letters issued by the auditor; (ii) submit to the County follow-up and developed corrective action plans for all audit findings. If Recipient is a subrecipient and expends less than \$750,000 in federal awards from any and/or all sources in any fiscal year including this Agreement, Recipient shall notify the County they did not meet the single audit requirement. Recipient shall send all single audit documentation to Becky.Jones@jocogov.org.

6. Termination. Upon seven (7) days-notice, the County may terminate this agreement for convenience. Any unspent grant proceeds shall be immediately returned to the County.

7. Repayment of Funds. If Recipient has unspent grant proceeds on hand as of December 30, 2020, Recipient shall return all unspent grant proceeds to the County within ten (10) calendar days. If any funds provided to recipient were used in a manner that is not consistent or allowable as outlined in this agreement or in **Attachment A** "Federal Terms and Conditions," recipient shall return funds to County in the amount determined to be ineligible.

8. Conflict of Interest. Recipient designees, agents, members, officers, employees, consultants, and any other public official who exercises or who has exercised any functions or responsibilities with respect to the program during his or her tenure, or who is in a position to participate in a decision-making process or gain inside information with regard to the program, are barred from any interest, direct or indirect, in any grant or proceeds of the program, or benefit there from, which is part of this Agreement at any time during or after such person's tenure.

9. Governing Laws. This Agreement shall be governed by and construed in accordance with the laws of the State of Kansas. The venue of any suit or arbitration arising under this Agreement shall be in Johnson County, Kansas and if a lawsuit, in Johnson County Superior Court.

10. Indemnification; Recoupment. Recipient shall, at its cost and expense, protect, defend, indemnify, and hold harmless the County, its directors, officers, employees, and agents, from and against any and all demands, liabilities, causes of action, costs and expenses (including attorneys' fees), claims, judgments, or awards of damages, arising out of or in any way resulting from the acts or omissions of Recipient, its directors, officers, employees, or agents, relating in any way to the Recipient's performance under the Agreement. These indemnification obligations shall survive the termination of the Agreement. Recipient further agrees that it is financially responsible for and will repay the County any and all indicated amounts following an audit exception which occurs due to Recipient's failure, for any reason, to comply with the terms of this Agreement.

ATTACHMENTS

A – Federal Terms and Conditions

B – Certification

C – Program Scope

Johnson County Coronavirus Relief Fund Subrecipient Grant Agreement

ATTACHMENT A – Federal Terms and Conditions

PROVISIONS REQUIRED BY LAW DEEMED INSERTED.

Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included therein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either party, the Agreement shall be physically amended to make such insertion or corrections.

CORONAVIRUS RELIEF FUND, SECTION 5001 CARES ACT

The funds provided to Recipient are available under section 601(d) of the Social Security Act, as added by section 5001 of the CARES Act.

The Recipient certifies that the funds under this Agreement shall only be used to cover costs that:

1. Are necessary expenditures incurred due to the public health emergency with respect to COVID-19;
2. [For governmental entities only] Were not accounted for in the budget most recently approved as of March 27, 2020. A cost meets this requirement if:
 - a. The cost cannot lawfully be funded using a line item, allotment, or allocation within that budget;
OR
 - b. The cost is for a substantially different use from any expected use of funds in such a line item, allotment, or allocation; and
3. Were incurred during the period that begins on March 1, 2020 and ends on December 30, 2020.

Funds may NOT be used by governmental entities to fill shortfalls in government revenue to cover expenditures that would not otherwise qualify under the statute. Although a broad range of uses is allowed, revenue replacement is not a permissible use for governmental entities. The funds may only be used for **operating** expenditures.

1. ELIGIBLE EXPENSES. There are six primary eligible cost categories. These cost categories and their eligible cost sub-categories are as follows:

- a. Medical expenses such as:
 - a. COVID-19 related expenses of public hospitals, clinic, and similar facilities.
 - b. Expenses of establishing temporary public medical facilities and other measures to increase COVID-19 treatment capacity, including related construction costs.
 - c. Costs of providing COVID-19 testing, including serological testing.
 - d. Emergency medical response expenses, including emergency medical transportation, related to COVID-19.
 - e. Expenses for establishing and operating public telemedicine capabilities for COVID-19 related treatment.

- b. Public health expenses such as:
 - a. Expenses for communication and enforcement by State, territorial, local and Tribal governments of public health order related to COVID-19.
 - b. Expenses for acquisition and distribution of medical and protective supplies, including sanitizing products and personal protective equipment, for medical personnel, police officers, social workers, child protection services, and child welfare officers, direct service providers for older adults and individuals with disabilities in community settings, and other public health or safety workers in connection with the COVID-19 public health emergency.
 - c. Expenses for disinfection of public areas and other facilities, e.g., nursing homes, in response to the COVID-19 public health emergency.
 - d. Expenses for technological assistance to local authorities or other entities on mitigation of COVID-19 related threats to public health and safety.
 - e. Expenses for public safety measures undertaken in response to COVID-19.
 - f. Expenses for quarantining individuals.
- c. Payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency.
- d. Expenses of actions to facilitate compliance with COVID-19 related public health measures such as:
 - a. Expenses for food delivery to residents, including, for example, senior citizens and other vulnerable populations, to enable compliance with COVID-19 public health precautions.
 - b. Expenses to facilitate distance learning, including technological improvements, in connection with school closings to enable compliance with COVID-19 precautions.
 - c. Expense to improve telework capabilities for public employees to enable compliance with COVID-19 public health precautions.
 - d. Expenses of providing paid sick and paid family medical leave to public employees to enable compliance with COVID-19 public health precautions.
 - e. COVID-19 related expenses of maintaining state prisons and county jails, including as it relates to sanitation and improvement of social distancing measures, to enable compliance with COVID-19 public health precautions.
 - f. Expenses for care for homeless populations provided to mitigate COVID-19 effects and enable compliance with COVID-19 public health precautions.
- e. Expenses associated with the provision of economic support in connection with the COVID-19 public health emergency, such as:
 - a. Expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures.[Note, this is the eligible expenditure subcategory applicable to this grant].
 - b. Expenditures related to a state, territorial, local or Tribal government payroll support system for those employees whose work duties are substantially dedicated to mitigating or responding to the COVID-19 public health emergency.
 - c. Unemployment insurance costs related to the COVID-19 public health emergency if such costs will not be reimbursed by the federal government pursuant to the CARES Act or otherwise.
- f. Any other COVID-19 related expenses reasonably necessary to the function of government that satisfy the fund's eligibility criteria.

2. INELIGIBLE EXPENSES.

Non-allowable expenditures include, but are not limited to:

- a. Expenses for the state share of Medicaid.

- b. Damages covered by insurance.
- c. Payroll or benefits expenses for employees whose work duties are not substantially dedicated to mitigating or responding to the COVID-19 public health emergency.
- d. Expenses that have been or will be reimbursed under any federal program.
- e. Reimbursement to donor for donated items or services.
- f. Workforce bonuses other than hazard pay or overtime.
- g. Severance pay.
- h. Legal settlements.
- i. Expenditures prohibited under the Health and Human Services requirements outlined in the next section.

PUBLICATIONS. Any publications (written, visual or sound) but excluding press releases, newsletters, and issue analyses, issued by Recipient describing programs or projects funded in whole or in part with federal funds under this Agreement, shall contain the following statements:

“This project was supported by a grant awarded by the US Department of the Treasury. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the US Department of the Treasury.”

UNIFORM GUIDANCE. The recipient understands that use of funds pursuant to this agreement must adhere to official federal guidance issued, or issued in the future, on what constitutes an eligible expenditure and to all requirements applicable to CRF funds including applicable requirements of 2 C.F.R. §200 (specifically including 2 C.F.R. §200.303 regarding internal controls, 2 C.F.R. §§ 200.330 through 200.332 regarding subrecipient monitoring and management, and subpart F regarding audit requirements).

Subaward Language and Federal Clauses **Federal Award Identification (reference 2 CFR 200.330-332)**

Pursuant to the Uniform Administrative Requirements, Cost Principles, and Audit Requirement for Federal Awards, found in the Code of Federal Regulations (CFR) at 2 CFR 200, §200.330 requires that an agency **must decide to make a determination whether the scope of work falls under a Subrecipient or Contractor relationship.**

The non-Federal entity may concurrently receive Federal awards as a recipient, a subrecipient, and a contractor, depending on the substance of its agreements with Federal awarding agencies and pass-through entities. Therefore, a pass-through entity must make case-by-case determinations whether each agreement it makes for the disbursement of Federal program funds casts the party receiving the funds in the role of a subrecipient or a contractor. The Federal awarding agency may supply and require recipients to comply with additional guidance to support these determinations provided such guidance does not conflict with this section.

(a) *Subrecipients.* A subaward is for the purpose of carrying out a portion of a Federal award and creates a Federal assistance relationship with the subrecipient. Characteristics which support the classification of the non-Federal entity as a subrecipient include when the non-Federal entity:

- (1) Determines who is eligible to receive what Federal assistance;
- (2) Has its performance measured in relation to whether objectives of a Federal program were met;
- (3) Has responsibility for programmatic decision making;

- (4) Is responsible for adherence to applicable Federal program requirements specified in the Federal award; and
- (5) In accordance with its agreement, uses the Federal funds to carry out a program for a public purpose specified in authorizing statute, as opposed to providing goods or services for the benefit of the pass-through entity.

(b) *Contractors.* A contract is for the purpose of obtaining goods and services for the non-Federal entity's own use and creates a procurement relationship with the contractor. Characteristics indicative of a procurement relationship between the non-Federal entity and a contractor are when the contractor:

- (1) Provides the goods and services within normal business operations;
- (2) Provides similar goods or services to many different purchasers;
- (3) Normally operates in a competitive environment;
- (4) Provides goods or services that are ancillary to the operation of the Federal program; and
- (5) Is not subject to compliance requirements of the Federal program as a result of the agreement, though similar requirements may apply for other reasons.

(c) *Use of judgment in making determination.* In determining whether an agreement between a pass-through entity and another non-Federal entity casts the latter as a subrecipient or a contractor, the substance of the relationship is more important than the form of the agreement. All of the characteristics listed above may not be present in all cases, and the pass-through entity must use judgment in classifying each agreement as a subaward or a procurement contract.

The subawardee must be in compliance with the below and must note the required information in their subaward agreements:

- (1) A requirement that the subrecipient permit the pass-through entity and auditors to have access to the subrecipient's records and financial statements as necessary for the pass-through entity to meet the requirements of this part; and
- (2) Appropriate terms and conditions concerning closeout of the subaward.
- (3) All requirements imposed by the pass-through entity on the subrecipient so that the Federal award is used in accordance with Federal statutes, regulations and the terms and conditions of the Federal award;
- (4) Any additional requirements that the pass-through entity imposes on the subrecipient in order for the pass-through entity to meet its own responsibility to the Federal awarding agency including identification of any required financial and performance reports;
- (5) Evaluate each subrecipient's risk of noncompliance with Federal statutes, regulations, and the terms and conditions of the subaward for purposes of determining the appropriate subrecipient monitoring described in paragraphs (d) and (e) of this section, which may include consideration of such factors as:
 - (a) The subrecipient's prior experience with the same or similar subawards;
 - (b) The results of previous audits including whether or not the subrecipient receives a Single Audit in accordance with Subpart F—Audit Requirements of this part, and the extent to which the same or similar subaward has been audited as a major program;
 - (c) Whether the subrecipient has new personnel or new or substantially changed systems; and
 - (d) The extent and results of Federal awarding agency monitoring (e.g., if the subrecipient also receives Federal awards directly from a Federal awarding agency).
- (6) Consider imposing specific subaward conditions upon a subrecipient if appropriate as described in §200.207 Specific conditions.

(7) Monitor the activities of the subrecipient as necessary to ensure that the subaward is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of the subaward; and that subaward performance goals are achieved. Pass-through entity monitoring of the subrecipient must include:

- (a) Reviewing financial and performance reports required by the pass-through entity.
- (b) Following-up and ensuring that the subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to the subrecipient from the pass-through entity detected through audits, on-site reviews, and other means.
- (c) Issuing a management decision for audit findings pertaining to the Federal award provided to the subrecipient from the pass-through entity as required by §200.521 Management decision.

(8) Depending upon the pass-through entity's assessment of risk posed by the subrecipient (as described in paragraph (b) of this section), the following monitoring tools may be useful for the pass-through entity to ensure proper accountability and compliance with program requirements and achievement of performance goals:

- (a) Providing subrecipients with training and technical assistance on program-related matters; and
- (b) Performing on-site reviews of the subrecipient's program operations;
- (c) Arranging for agreed-upon-procedures engagements as described in §200.425 Audit services.

(9) Verify that every subrecipient is audited as required by Subpart F—Audit Requirements of this part when it is expected that the subrecipient's Federal awards expended during the respective fiscal year equaled or exceeded the threshold set forth in §200.501 Audit requirements.

(10) Consider whether the results of the subrecipient's audits, on-site reviews, or other monitoring indicate conditions that necessitate adjustments to the pass-through entity's own records.

(11) Consider taking enforcement action against noncompliant subrecipients as described in §200.338 Remedies for noncompliance of this part and in program regulations.

HEALTH AND HUMAN SERVICES

As applicable (specifically including to any expenditure funded with coronavirus relief funds or public health funds), the Contractor or Recipient (herein each referred to as "Contractor") shall adhere to the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS awards as codified in 45 CFR Part 75 effective December 26, 2014, the HHS Grants Policy Statement, and the Contract Provisions below.

APPENDIX II TO 45 CFR 75—CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

In addition to other provisions required by the HHS agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

The following statutory provisions also apply:

General Provisions in FY 2020 Consolidated Appropriation

(PL 116-94, December 20, 2019, 133 Stat 2534 – Division A, Title V)

1. EXECUTIVE PAY

The Contractor agrees that none of the funds paid through this contract shall be used to pay the salary of an individual, through a grant or other extramural mechanism, at a rate in excess of Executive Level II.

(Sec. 202)

2. GUN CONTROL ADVOCACY

The Contractor agrees that none of the funds paid through this contract may be used, in whole or in part, to advocate or promote gun control.

(Sec. 210)

3. LOBBYING

(a) The Contractor agrees that none of the funds paid through this contract shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the Congress or any State or local legislature or legislative body, except in presentation to the Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government, except in presentation to the executive branch of any State or local government itself.

(b) The Contractor agrees that none of the funds paid through this contract shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.

(c) The prohibitions in subsections (a) and (b) shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.

(Sec. 503)

4. ABORTIONS

(a) The Contractor agrees that none of the funds paid through this contract, and none of the funds in any trust fund paid through this contract, shall be expended for any abortion.

(b) The Contractor agrees that none of the funds paid through this contract, and none of the funds in any trust fund paid through this contract, shall be expended for health benefits coverage that includes coverage of abortion.

(c) The term “health benefits coverage” means the package of services covered by a managed care provider or organization pursuant to a contract or other arrangement.

(Sec. 506)

5. LIMITATIONS ON ABORTION FUNDING PROHIBITIONS

(a) The limitations established in the preceding section shall not apply to an abortion—

- (1) if the pregnancy is the result of an act of rape or incest; or
- (2) in the case where a woman suffers from a physical disorder, physical injury, or physical illness, including a life-endangering physical condition caused by or arising from the pregnancy itself, that would, as certified by a physician, place the woman in danger of death unless an abortion is performed.

(b) Nothing in the preceding section shall be construed as prohibiting the expenditure by a State, locality, entity, or private person of State, local, or private funds (other than a State's or locality's contribution of Medicaid matching funds).

(c) Nothing in the preceding section shall be construed as restricting the ability of any managed care provider from offering abortion coverage or the ability of a State or locality to contract separately with such a provider for such coverage with State funds (other than a State's or locality's contribution of Medicaid matching funds).

(d)(1) The Contractor agrees it will not subject any institutional or individual health care entity to discrimination on the basis that the health care entity does not provide, pay for, provide coverage of, or refer for abortions.

(2) In this subsection, the term "health care entity" includes an individual physician or other health care professional, a hospital, a provider-sponsored organization, a health maintenance organization, a health insurance plan, or any other kind of health care facility, organization, or plan.

(Sec. 507)

6. EMBRYO RESEARCH

(a) The Contractor agrees that none of the funds paid through this contract may be used for—

(1) the creation of a human embryo or embryos for research purposes; or

(2) research in which a human embryo or embryos are destroyed, discarded, or knowingly subjected to risk of injury or death greater than that allowed for research on fetuses in utero under 45 CFR 46.204(b) and section 498(b) of the Public Health Service Act (42 U.S.C. 289g(b)).

(b) For purposes of this section, the term "human embryo or embryos" includes any organism, not protected as a human subject under 45 CFR 46 as of December 20, 2019, that is derived by fertilization, parthenogenesis, cloning, or any other means from one or more human gametes or human diploid cells.

(Sec. 508)

7. PROMOTION OF LEGALIZATION OF CONTROLLED SUBSTANCES

(a) The Contractor agrees that none of the funds paid through this contract may be used for any activity that promotes the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established by section 202 of the Controlled Substances Act except for normal and recognized executive-congressional communications.

(b) The limitation in subsection (a) shall not apply when there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance or that federally sponsored clinical trials are being conducted to determine therapeutic advantage.

(Sec. 509)

8. DISTRIBUTION OF INTENTIONALLY FALSE INFORMATION

The Contractor agrees that none of the funds paid through this contract may be used to disseminate information that is deliberately false or misleading.

(Sec. 515(b))

9. PORNOGRAPHY

(a) The Contractor agrees that none of the funds paid through this contract may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography.

(b) Nothing in subsection (a) shall limit the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.

(Sec. 520)

10. ACORN OR ITS AFFILIATES OR SUBSIDIARIES

The Contractor agrees that none of the funds paid through this contract may be provided to the Association of Community Organizations for Reform Now (ACORN), or any of its affiliates, subsidiaries, allied organizations, or successors.

(Sec. 521)

11. NEEDLE EXCHANGE

The Contractor agrees that none of the funds paid through this contract shall be used to purchase sterile needles or syringes for the hypodermic injection of any illegal drug: *Provided*, That such limitation does not apply to the use of funds for elements of a program other than making such purchases if the relevant State or local health department, in consultation with the Centers for Disease Control and Prevention, determines that the State or local jurisdiction, as applicable, is experiencing, or is at risk for, a significant increase in hepatitis infections or an HIV outbreak due to injection drug use, and such program is operating in accordance with State and local law.

(Sec. 527)

GOVERNMENT-WIDE GENERAL PROVISIONS

(PL 116-93, December 20, 2019, 133 Stat 2317 – Division C, Title VII)

12. PROPAGANDA

The Contractor agrees that none of the funds paid through this contract shall be used directly or indirectly, including by subcontractors, for publicity or propaganda purposes within the United States not heretofore authorized by the Congress.

(Sec. 718)

13. PRIVACY ACT

The Contractor agrees that none of the funds paid through this contract may be used in contravention of section 552a of title 5, United States Code (popularly known as the Privacy Act), and regulations implementing that section.

(Sec. 732)

14. CONFIDENTIALITY AGREEMENTS

(a) The Contractor agrees that it will not require employees or subcontractors seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(b) The limitation in subsection (a) shall not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(Sec. 742)

15. NONDISCLOSURE AGREEMENTS

These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger

to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling.
(Sec. 743)

16. UNPAID FEDERAL TAX LIABILITY

The Contractor agrees that it does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, unless a Federal agency has considered suspension or debarment of the Contractor and has made a determination that this further action is not necessary to protect the interests of the Government.

The Contractor agrees it will not subcontract with any corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, unless a Federal agency has considered suspension or debarment of the corporation and has made a determination that this further action is not necessary to protect the interests of the Government.

(Sec. 744)

17. CRIMINAL FELONY LIMITATION

The Contractor agrees that it was not convicted of a felony criminal violation under any Federal law within the preceding 24 months, unless a Federal agency has considered suspension or debarment of the corporation and has made a determination that this further action is not necessary to protect the interests of the Government.

The Contractor agrees it will not subcontract with any that was convicted of a felony criminal violation under any Federal law within the preceding 24 months, unless a Federal agency has considered suspension or debarment of the corporation and has made a determination that this further action is not necessary to protect the interests of the Government.

(Sec. 745)

OTHER APPROPRIATION PROVISIONS

18. CHIMPANZEES

The Contractor agrees that none of the funds paid through this contract shall be used on any project that entails the capture or procurement of chimpanzees obtained from the wild.

(42 U.S.C. 289d note)

Other Statutory Provisions

19. TRAFFICKING IN PERSONS

This contract is subject to the requirements of Section 106 (g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104)

(a) The Contractor, Contractor's employees, and any subcontractors or subcontractors' employees may not:

- (1) Engage in severe forms of trafficking in persons during the period of time that the contract that this contract is in effect;
- (2) Procure a commercial sex act during the period of time that this contract is in effect; or
- (3) Use forced labor in the performance of this contract or subcontracts.

(b) Violations of the prohibitions in paragraph (a) include –

- (1) Those committed by the Contractor; or
- (2) Those committed by the Contractor's employee or a subcontractor through conduct that is either -
 - i. Associated with performance of this contract; or
 - ii. Imputed to the Contractor or subcontractor using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR part 376.

(c) The Contractor must inform Johnson County immediately of any information it receives from any source alleging a violation of paragraph (a).

(d) Definitions. For purposes of this contract:

- (1) "Employee" means either:
 - i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
 - ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
- (2) "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
- (3) "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

(Section 106 (g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104))

20. WHISTLEBLOWER PROTECTIONS

The Contractor is hereby given notice that the 48 CFR section 3.908, implementing section 828, entitled "Pilot Program for Enhancement of Contractor Employee Whistleblower protections," of the National Defense Authorization Act (NDAA) for Fiscal Year (FY) 2013 (Pub. L. 112-239, enacted January 2, 2013) applies to this contract.

21. HUMAN SUBJECTS PROTECTIONS

If any activities under this contract will involve human subjects in any research activities, the Contractor must provide satisfactory assurance of compliance with the participant protection requirement of the HHS/OASH Office of Human Research Protection (OHRP) prior to implementation of those research components. This assurance should be submitted to the OHRP in accordance with the appropriate regulations.

22. FRAUD, ABUSE AND WASTE

The HHS Inspector General accepts tips and complaints from all sources about potential fraud, waste, abuse, and mismanagement in Department of Health and Human Services' programs.

**Johnson County Coronavirus Relief Fund
Subrecipient Grant Agreement
ATTACHMENT B – Certification**

I, _____, am the _____ of the CITY OF EDGERTON of Johnson County, Kansas and I certify that:

1. I have authority and approval from the governing body on behalf of CITY OF EDGERTON to accept proceeds from the County per the Agreement for COVID-19 Relief Funds by and between the County and CITY OF EDGERTON from the County's allocation of the Coronavirus Relief Fund as created by section 5001 of H.R. 748, the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act") for eligible expenditures included on the corresponding invoice voucher for report period [March 1, 2020 through December 30, 2020].
2. I understand that as additional federal guidance becomes available, a contract amendment to the agreement between the County and CITY OF EDGERTON may become necessary and agree to execute necessary amendments.
3. I understand the County will rely on this certification as a material representation in processing this reimbursement.
4. I certify the use of funds submitted for reimbursement from the Coronavirus Relief Fund under this contract were used only to cover those costs that:
 - a. Are necessary expenditures incurred due to the public health emergency with respect to COVID-19;
 - b. Were not accounted for in the budget most recently approved as of March 27, 2020 for CITY OF EDGERTON [THIS CERTIFICATION REQUIRED ONLY OF LOCAL GOVERNMENT];
 - c. Were incurred during the period that begins on March 1, 2020 and ends on December 30, 2020.
5. I understand the use of funds pursuant to this certification must adhere to official federal guidance issued or to be issued on what constitutes a necessary expenditure. We have reviewed the guidance established by U.S. Department of the Treasury as described in Attachment A to the Agreement and certify costs meet the required guidance. Any funds expended by CITY OF EDGERTON or its subcontractor or subrecipients in a manner that does not adhere to official federal guidance shall be returned to the County.
6. I understand the CITY OF EDGERTON receiving funds pursuant to this certification shall retain documentation of all uses of the funds, including but not limited to invoices and/or sales receipts in a manner consistent with §200.333 Retention requirements for records of 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance). Such documentation shall be produced to the County upon request and may be subject to audit by the State Auditor.
7. I understand any funds provided pursuant to this certification cannot be used for expenditures for which the CITY OF EDGERTON has received any other emergency COVID-19 supplemental funding whether state, federal or private in nature, for that same expense.

I hereby certify that I have read the above certification, and that the information and my statements provided herein by me are true and correct to the best of my knowledge, and by my signature on this document, acknowledge my understanding that any intentional or negligent misrepresentation or falsification of any of the information in this document could subject me to punishment under federal and/or civil liability and/or in criminal penalties, including but not limited to fine or imprisonment or both under Title 18, United States Code, Sec. 1001, et seq. and punishment under federal law.

Printed Name

Signature

Title

Date

**Johnson County Coronavirus Relief Fund
Subrecipient Grant Agreement**

ATTACHMENT C - PROGRAM SCOPE OF WORK

1. Introduction

On April 22, 2020, Johnson County received an allocation of \$116,311,033.60 for expenses related to the Coronavirus public health emergency. This funding is being provided to support Johnson County's COVID-19 relief and response strategies, including assistance to local governments, other local taxing jurisdictions, hospitals, K-12 schools, higher education institutions, small businesses, long-term care facilities, and not-for-profit organizations within the County that have been adversely affected by incurred COVID-19 expenditures, closures, cancellations, and loss of work during the COVID-19 public health emergency.

2. Program Objectives/Outcomes

Johnson County has established a three phased allocation plan to address the COVID-19 pandemic in our community. A high-level structure of the three phases is as follows:

Phase 1 of the plan, 40% - 50% of the allocation, focuses on the needs of local governments and other taxing jurisdictions within Johnson County. This includes reimbursement for expenses such as personal protective equipment (PPE), modifications to facilities to accommodate the need to social distance and other protective measures, additional cleaning and disinfection of facilities and equipment, telework needs to allow public employees to work remotely, as well as payroll costs for public health and safety employees whose services are substantially dedicated to mitigating or responding to the COVID-19 pandemic.

Phase 2 of the plan, 30% - 50% of the allocation, focuses on community re-investment. Consistent with the Board of County Commissioner's previously identified priorities, community survey responses, and effects of the COVID-19 pandemic, six funding priorities will be addressed in this phase. These priorities include: 1) Mental Health, 2) Aging, 3) Housing, 4) Workforce Development 5) Small Business Support, and 6) Digital Access.

Phase 3 of the plan, 10% - 30% of the allocation, focuses on contingency funds, additional re-investments in local government and the community, and allowance for any unused funds.

3. Eligible Expenditures

The grant funds must be used for activities in response to COVID-19. The funds should only be used for costs that comply with all federal requirements set for the Treasury's Coronavirus Relief Fund (detailed in Attachment A "Federal Terms and Conditions"). Expenditures must be incurred in the period from March 1, 2020, through December 30, 2020, and must be recorded and documented using the generally accepted accounting principles and the provisions of Title 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements.

Expenditures may fall in the following categories:

- Acute financial impact directly from the outbreak of COVID-19
- Emergency circumstances and needs directly resulting from the outbreak of COVID-19 reimbursing the costs of business interruption caused by required closures

The following list provides some examples of eligible expenditures:

- Loss of income and/or loss of opportunity
- Facility changes to adhere to public health guidance such as physical distancing
- Additional staff to monitor compliance with public health guidelines
- Increased sanitation and cleaning
- Equipment and software to move programming online to limit necessity for in-person interaction
- Marketing to publicize reopening and associated public health measures
- Materials to facilitate safe opening (e.g., PPE, sanitation supplies, plexiglass barriers, markers, signage)
- Technical assistance to facilitate safe re-opening

4. Grant Documentation & Reporting

EXHIBIT #	Form/Report	Short Description	Interval
1	Pre-award: risk assessment questionnaire (complete)	Short survey to understand organization's administrative capacity	With the intake form preceding agreement signing
2	An expenditure report detailing all expenditures up to the grant amount	A standard report generated from the organization's official accounting system or sufficient documentation to demonstrate grant expenditures, payee, and date of transaction	Within 30 days of final payment utilizing grant funds
3	Documentation to substantiate all expenditures up to the grant amount	Invoices, receipts, contracts, quotes, payroll and timekeeping records, general ledger reports, etc.	Within 30 days of final payment utilizing grant funds