

**EDGERTON CITY COUNCIL
MEETING AGENDA
CITY HALL, 404 EAST NELSON STREET
November 12, 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 October 22, 2020 Regular City Council Meeting
5. Approve Minutes for October 30, 2020 Special Council Meeting
6. Approval of the City of Edgerton Parks Master Plan
7. Consider Approval of 2021 Funding Recommendations for the Human Service Fund
8. Consider Approval of Agreement Renewing an Existing Facility Use and Maintenance Agreement for the Bank of Knowledge and Authorizing Its Use by the Board of Directors of the Johnson County Library as a Library Facility
9. Consider Final Plat for Johnson County Fire District #1
10. Approve Large Animal Permit for Toby Carpenter, 715 W 8th St.
11. Approve Large Animal Permit for Galez Trust (Sergio Galez, Trustee), 1300 W Braun St.
12. Consider Approval of Year-End Longevity Bonus for Employees
13. Approval Ordinance No. 2049 Providing for the Range of Salaries and Compensation of Various City Officers and Employees
14. Consider Cloud Agreement with Microsoft
15. Consider the Selection of Renaissance Infrastructure Consulting to Provide Construction Inspection Services For The 1st & Meriwood Stormwater Improvements Project

Regular Agenda

16. **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.
17. **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.
18. **Presentation.** 2020-2021 Snow and Ice Control.

Business Requiring Action

19. CONSIDER FACILITY USE AND MAINTENANCE AGREEMENT WITH EDGERTON HISTORIC SOCIETY FOR EDGERTON COMMUNITY MUSEUM

Motion: _____ Second: _____ Vote: _____

20. CONSIDER APPROVAL ORDINANCE NO. 2050 AUTHORIZING BOND DOCUMENTS AND THE ISSUANCE OF THE CITY'S TAXABLE INDUSTRIAL REVENUE BONDS (MY STORE III, INC PROJECT) FOR THE PURPOSE OF FINANCING A COMMERCIAL FACILITY

Motion: _____ Second: _____ Vote: _____

21. APPROVE RESOLUTION 11-12-20A CONSENTING TO THE ASSIGNMENT OF A BASE LEASE, LEASE AGREEMENT AND OTHER BOND DOCUMENTS IN CONNECTION WITH THE CITY'S INDUSTRIAL REVENUE BONDS (ELHC VI, LLC PROJECT), SERIES 2017, AND AUTHORIZING A COLLATERAL ASSIGNMENT, ESTOPPEL AND SUBORDINATION AGREEMENT

Motion: _____ Second: _____ Vote: _____

22. APPROVE RESOLUTION 11-12-20B CONSENTING TO THE ASSIGNMENT OF A BASE LEASE, LEASE AGREEMENT AND OTHER BOND DOCUMENTS IN CONNECTION WITH THE CITY'S INDUSTRIAL REVENUE BONDS (ELHC VIII, LLC PROJECT), SERIES 2016, AND AUTHORIZING A COLLATERAL ASSIGNMENT, ESTOPPEL AND SUBORDINATION AGREEMENT

Motion: _____ Second: _____ Vote: _____

23. CONSIDER A CONTRACT WITH ElevateEdgerton! FOR ECONOMIC DEVELOPMENT SERVICES FOR 2021

Motion: _____ Second: _____ Vote: _____

24. CONSIDER ADOPTION OF THE 2021-2025 CIP

Motion: _____ Second: _____ Vote: _____

25. CONSIDER APPROVAL OF ORDINANCE NO. 2051 AMENDING CHAPTER VIII, ARTICLE 9, OF THE CITY CODE OF THE CITY OF EDGERTON, KANSAS AND REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT THEREWITH

Motion: _____ Second: _____ Vote: _____

26. CONSIDER APPROVAL OF ORDINANCE NO. 2052 AMENDING CHAPTER XIV, ARTICLE 2 OF THE MUNICIPAL CODE OF THE CITY OF EDGERTON, KANSAS TO

INCLUDE CODE SECTION 14-207 REGARDING THE PROHIBITION OF SPILLING LOADS ON HIGHWAYS AND REPEALING ALL OTHER ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT THEREWITH

Motion: _____ Second: _____ Vote: _____

- 27. CONSIDER APPROVAL OF ORDINANCE NO. 2053 AMENDING CHAPTER XIV, ARTICLE 2 OF THE MUNICIPAL CODE OF THE CITY OF EDGERTON, KANSAS TO INCLUDE CODE SECTION 14-206 REGARDING LIMITATIONS ON VEHICLE HEIGHT, WEIGHT, LENGTH AND WIDTH ON HIGHWAYS**

Motion: _____ Second: _____ Vote: _____

- 28. CONSIDER BLACKDOT LEASE PURCHASE TERM SHEET ON BEHALF OF AT&T COMMUNICATIONS FOR THE WIRELESS ANTENNAS MOUNTED ON THE EDGERTON MANOR WATER TOWER LOCATED AT 408 1ST STREET, EDGERTON, KANSAS**

Motion: _____ Second: _____ Vote: _____

- 29. Report By the City Administrator**

- 30. Report By the Mayor**

- 31. Future Meeting Reminders:**

- December 8th: Planning Commission Meeting – 7:00 PM
- December 10th: City Council Meeting – 7:00 PM
- January 12th: Planning Commission Meeting – 7:00 PM
- January 14th: City Council Meeting – 7:00 PM
- January 28th: City Council Meeting – 7:00 PM

- 32. Adjourn** Motion: _____ Second: _____ Vote: _____

EVENTS

November 26th – 27th: City Hall Closed for Thanksgiving Holiday

December 4th: Mayor's Christmas Tree Lighting Ceremony

December 25th: City Hall Closed for Christmas Day

January 1st: City Hall Closed for New Years Day

City of Edgerton, Kansas
Minutes of City Council Regular Session
October 22, 2020

A Regular Session of the City Council (the Council) was held in the Edgerton City Hall, 404 E. Nelson Edgerton, Kansas on October 22, 2020. The meeting convened at 7:00 PM with Mayor Roberts presiding.

1. ROLL CALL

Ron Conus	present
Clay Longanecker	present
Josh Lewis	present
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 Alexandria Clower
- Development Director Katy Crow
- Finance Director Karen Kindle
- Accountant Justin Vermillion
- Public Works Superintendent Trey Whitaker
- Marketing and Communications Manager Kara Banks
- Code Enforcement/Animal Control Officer Charlie Lydon

2. WELCOME

3. PLEDGE OF ALLEGIANCE

CONSENT AGENDA

4. Approve Minutes for October 8, 2020 Regular City Council Meeting
5. Consider Approving Resolution 10-22-20A Providing for a Hearing to Discuss a Possible Dangerous and Unfit Structure Existing at 502 East 2nd St. in the City of Edgerton, Kansas Pursuant to City of Edgerton City Code, Chapter IV, Article 4, Section 4-405
6. Approve One-Year Contract Extension with Clements Cleaning Service to Provide Janitorial Services for the Edgerton City Hall and Auxiliary Office Space for 2021
7. Approve Large Animal Permit for Darius Crist, 510 W Braun St.
8. Approve Large Animal Permit for Homer M. & Billie K. Damet, 202 W 8th St.
9. Approve Large Animal Permit for Michael Mabrey, 1200 W Braun St.
10. Approve Large Animal Permit for Rick Magee, 1301 W 8th St.
11. Approve Large Animal Permit for Marvin Vail, 1405 W 8th St.
12. Approve Contract with Weather or Not, Inc. To Provide Weather Forecasting Services

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

REGULAR AGENDA

13. Public Comments

- There were no public comments made at this time.

14. Declarations

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

BUSINESS REQUIRING ACTION

15. CONSIDER RECOMMENDATION OF CITY ENGINEER TO AWARD CONSTRUCTION OF 1ST AND MERIWOOD STREET STORMWATER REPAIR PROJECT TO J. RICHARDSON CONSTRUCTION CO AND AUTHORIZE THE MAYOR TO EXECUTE THE CONTRACT

Ms. Linn, City Administrator, addressed the council. She stated that on October 24, 2019, City Council approved the 2020-2024 Capital Improvement Program which included the 1st Street and W. Meriwood Street Stormwater Repairs. She stated that on June 11, 2020, City Council approved the agreement with BG Consultants for the engineering and design services for 1st and Meriwood Street Stormwater Repair Project. The project consists of replacement of the cross-road pipe in the west road right-of-way of 1st Street and crossing under W. Meriwood Street. She said this section of storm water pipe (approximately 45 linear feet) has caused issues in the area including water overtopping the roadway, residential flooding issues, degradation of stormwater network in the area and damage to the edge of the adjacent roadways.

Ms. Linn stated that on October 13, 2020, the bid letting was conducted. Six (6) bids were received that ranged from \$42,579.68 to \$135,586.80, with the engineer's estimate of \$59,912.50. The lowest bid was submitted by J. Richardson Construction Co. She stated that staff recommends awarding the lowest and best bid to J. Richardson Construction Co. in a contract amount not to exceed \$42,579.68.

Ms. Linn said that J. Richardson Co. is not a company that the city has worked with before, but with the research done by the city engineer and their reference work from other municipalities, the city is excited to have the opportunity to work with a new company and expand our relationships with local contractors.

Councilmember Lewis asked if there was a visible difference in the bids received from the different contractors to have such a wide range between the lowest and highest bidder. Ms. Linn explained that because it is a closed bid and contractors are submitting bids from all over, their line items can range in different costs from different companies. Mayor Roberts stated that in his research of J. Richardson Co., he found that they are often a sub-contractor, which could play a role in their bid being lower than some general contractors and major companies.

Councilmember Longanecker motioned to approve the recommendation of City Engineer to Award Construction of 1st and Meriwood Street Stormwater Repair Project to J. Richardson Construction Company, motion seconded by Councilmember Conus. Motion was approved, 5-0

16. Report by The City Administrator

- Quarterly Financial Report by the Finance Director

Ms. Karen Kindle addressed the council. She stated the City is on track for the 2020 budget year and that expenditures and revenues continue to remain within the estimates of the 2020 budget.

Councilmember Lewis asked about the lack of revenue in the Payment In Lieu Of Taxes (PILOT) budget line, questioning if construction out at Logistics Park Kansas City (LPKC) will get back on track this year. Ms. Linn stated that there are no plans for construction this year, but that hopefully there will be some movement after the first of the year. Mayor Roberts stated that if the city sees revenue in that budget line, the city also sees expenditures. If the city sees no revenue, the city has no expenditures.

Ms. Kindle spoke about the transfer to equipment reserve and capital projects fund. She said the City will be on track by the end of the year.

Councilmember Conus asked for more information about the budget reserves and if those were set by the governing body or were statutorily required. Ms. Kindle responded that the reserve policy is set by council, based on advice from the City's financial advisor and best practices.

Councilmember Smith asked about what type of transactions fall into the miscellaneous budget line. Ms. Kindle responded that these are items like scrap or trash stickers that are returned to the general fund.

Ms. Kindle went through the water and sewer funds. The fines and forfeitures budget line in the water fund is behind estimates because the City waived penalties during the Stay-At-Home Order from May through July. She said the City is on track for debt service because all payments have been made.

- Parks Master Plan Discussion

Ms. Linn handed out the current Parks Master Plan with few edits since it was first brought to council in 2017. She asked Council Members to review it in hopes that staff can bring it back for final approval and finalize at the first meeting in November.

- CARES Funding Update

Ms. Linn gave updates on the city's response related to CARES funding through Johnson County, KS.

Ms. Linn stated that the city has been reimbursed for expenditures related to COVID-19 through the CARES Act. Phase 1 included Edgerton making reimbursement requests for expenditures the city has already made, for example; masks, personal protective equipment, Plexiglas, etc. The City of Edgerton has received a total reimbursement of \$8,502.00 for this phase.

Ms. Linn stated the second phase of this funding is the Resource Planning Process, which is where the city submits for allocated dollars that will be spent on future projects and purchases. In this process, the city submitted for certain categories related to telework, additional supplies such as Plexiglas, and replacement of the HVAC system that feeds city hall. These items must consist of items that were not previously budgeted expenses. She stated the county has approved purchases that will be reimbursed in full, up to a total amount of \$66,852.00. These approved funds must be spent by December 30, 2020.

Ms. Linn requested authority from council as the City Administrator, to approve those purchases needed for future use during COVID-19, with no impact to the operating budget. Expenses would not exceed the amount allocated from Johnson County for the City of Edgerton.

Councilmember Lewis asked what kind of equipment the city is looking at purchasing. Ms. Linn explained the city will use the money for telework, remote meetings, moving server information to the cloud to make it more accessible to employees, upgrade the phone system, barrier supplies, etc.

Councilmember Longanecker motioned to approve granting the City Administrator authority to approve purchases related to CARES Funding, Resource Planning, motion seconded by Councilmember Lewis. Motion was approved. 5-0.

17. Report by the Mayor

- Mayor Roberts had nothing to report at this time.

18. Future Meeting Reminders:

- November 10th: Planning Commission Meeting – 7:00PM
- November 12th: City Council Meeting – 7:00PM
- November 26th: City Council Meeting – CANCELED
- December 8th: Planning Commission Meeting – 7:00PM
- December 10th: City Council Meeting – 7:00PM

18.5. 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 Beem 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 City Administrator for the purposes of contract negotiations for 5 minutes. Councilmember Smith seconded the motion. The meeting recessed into executive session at 7:40 PM, 5-0.

Councilmember Smith motioned to return to open session with no action being taken. Councilmember Lewis seconded the motion. Open session resumed at 7:45 PM, 5-0.

19. 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

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 for the purposes of non-elected personnel for 20 minutes. Councilmember Lewis seconded the motion. The meeting recessed into executive session at 7:55 PM, 5-0.

Councilmember Longanecker motioned to return to open session with no action being taken. Councilmember Smith seconded the motion. Open session resumed at 8:15 PM, 5-0.

Councilmember Longanecker 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 for the purposes of non-elected personnel for an additional 5 minutes. Councilmember Smith seconded the motion. The meeting recessed into executive session at 8:15 PM, 5-0.

Councilmember Conus motioned to return to open session with no action being taken. Councilmember Lewis seconded the motion. Open session resumed at 8:20 PM, 5-0.

Councilmember Longanecker motioned to approve the City Administrator's annual review with a high-quality standard giving a 3.5% compensation increase to be initiated in the next pay-period. Motion seconded by councilmember Smith. Motion was approved 5-0.

20. Adjourn

Councilmember Smith motioned to adjourn the meeting, seconded by Councilmember Beem. The motion carried and the meeting adjourned at 8:25 PM, 5-0.

EVENTS

October 25th: Frontier Days Halloween Party

November 11th: City Hall Closed for Veterans Day

November 26th – 27th: City Hall Closed for Thanksgiving Holiday

December 4th: Mayor's Christmas Tree Lighting Ceremony

City of Edgerton, Kansas
Minutes of City Council Special Meeting
October 30, 2020

A Special Session of the City Council (the Council) was held in the Edgerton City Hall, 404 E. Nelson Edgerton, Kansas on October 30, 2020. The meeting convened at 7:01 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
Development Director Katy Crow
Finance Director Karen Kindle via phone
Public Works Director Dan Merkh
Marketing and Communications Manager Kara Banks

2. WELCOME

3. PLEDGE OF ALLEGIANCE

Consent Agenda

4. Confirm Request for A Special Meeting of The Edgerton City Council

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

Councilmember Lewis joined via phone at 7:03 p.m.

Regular Agenda

5. Public Comments

There were no public comments made at this time.

6. Declaration.

There were no declarations made by any of the Council Members.

Business Requiring Action

7. CONSIDER THE AMENDED 2021 BUDGET

Mayor Roberts thanked Johnson County Fire District #1 for bringing this budget problem to his attention. He said without their information, the City would not have been able to correct the problem created by the County. He stated the County must certify the budget numbers by Nov. 1.

City Administrator Beth Linn explained the timeline for County's annual valuation process. Jan. 1 is valuation date for all property in Johnson County for the current appraisal year roll. On January 29, Edgerton provided the County with IRB exemption filings for three buildings: Kubota, Hostess and Coldpoint Phase 4. On March 1, Johnson County mailed out Notices of Appraised Value to real property owners. On March 2, the County met with the City of Edgerton to provide property revaluations for 2020, including the preliminary appraised value and a list of pending exemptions. On June 1, the County Appraisers Office certifies the appraisal roll to Records and Tax Administration (RTA). On June 12, the County sends lists of pending exemptions. On June 15, Johnson County provides City Staff with a follow-up list of pending exemptions. This list does not include the exemption for Coldpoint Phase 4. Ms. Linn explained that this valuation number, as provided by the County, is used by the City to set the annual budget. On August 25, the City certifies the Council-approved budget to Johnson County. Then in the last week of October, Mayor Roberts had a conversation with Fire District No. 1 that they had an unexpected drop in valuation. He reached out to the County to find out what was behind the valuation drop. Ms. Linn said that's when it was discovered that to achieve our budget request, the County was going to increase the mill rate to 32.045 for City of Edgerton residents.

Finance Director Karen Kindle explained that the budget was set based on the \$54 million assessed value, which included the exemptions that were still pending. Sometime after the City's budget was passed, the County's valuation for Edgerton was reduced to \$51 million to include the exemption for Coldpoint Phase 4.

Ms. Linn asked Council Members if they wanted to reduce the City's budget to lower the mill rate back to where Council originally planned to set it at 30.381. She said there was no way the City could have known the assessed values would be changed.

Councilmember Longanecker asked what happens to Coldpoint now. Ms. Linn explained that Coldpoint will receive their abatement per usual, but the lack of Coldpoint Phase 4 inclusion on the exemptions list meant that the City's expected revenues were based on incorrect numbers.

Ms. Linn explained the amended budget, which delays hiring of vacant positions for a Building Inspector, Parks and Recreation Coordinator and Assistant City Administrator. Councilmember Longanecker asked if these cuts will put stress on staff. Ms. Linn explained that this was the easiest way to make cuts in a limited amount of time. She said the lack of staff is impactful, but that City employees will continue to wear multiple hats until those positions could be filled.

Councilmember Smith asked if there was more time, could the City cut projects? Ms. Linn said that was possible, but not many projects are funded through the general fund.

Councilmember Lewis said in hindsight, it was good that the Council did not vote to lower a full mill during the 2020 budget year. Mayor Roberts responded that it would have been extremely

difficult to make up that difference, but he added that the real problem is that the County did not provide the City the correct information, which is unlike other cities in Johnson County where one project probably would not make that much difference. Councilmember Lewis questioned if this vote was just to delay hiring of some positions. Mayor Roberts said yes.

Councilmember Longanecker motioned to approve the Amended 2021 Budget, motion seconded by Councilmember Conus. Motion was approved 5-0.

8. Adjourn

Councilmember Smith motioned to adjourn; motion seconded by Councilmember Beem. The motion carried and the meeting adjourned at 7:34 PM, 5-0.

City Council Action Item

Council Meeting Date: November 12, 2020

Department: Administration

Agenda Item: Consider the Parks Master Plan

Background/Description of Item: In both 2015 and 2018, the annual Citizen Surveys ranked "quality of city parks and facilities" as the second most important priority for the City of Edgerton to emphasize over the next two years. During the Capital Improvement Plan Work Session in 2015, City Council selected the Parks Master Plan as a priority project. To achieve this, Edgerton contracted with a consulting team and began developing the plan in May 2016. By studying the existing parks system and understanding the current levels of service the city provides, gaps and areas for improvements were identified to shape this Master Plan. By adding this plan to its resources, Edgerton will have opportunities to look further ahead and make improvements that will last for generations to come.

In March 2017, the consulting team presented the draft Parks Master Plan to the City council during a work session. During the work session, City Council generally agreed with the plan and directed staff to bring back the final document for formal approval. Bringing back the final document for approval took significantly more time than expected due to changes in city staff, the consulting team and the city's former marketing and communications team.

The final Parks Master Plan document is now ready for consideration of formal approval by the Governing Body. Below is a brief highlight from the Executive Summary.

Goals

As part of the process, the community identified six primary goals for the inaugural Parks Master Plan for the City of Edgerton:

- 1) Provide strategies for the future development of parks
- 2) Identify funding opportunities for parks and recreation development
- 3) Create an approach for park management
- 4) Establish a park and recreation system that allows all residents access to quality outdoor experiences
- 5) Ensure that the park system reflects the needs of the community
- 6) Establish levels of service for the department of Parks and Recreation

The Process

The project included a robust community engagement process with a combination of techniques including surveys, stakeholder groups and public open houses to listen and generate dialogue

about the specific needs of residents. Over 100 surveys were completed and returned in the process.

Summary of Findings:

Through the collection of stakeholder and public feedback, evaluation and analysis of existing parks, study of comparative communities and benchmarking with regional and national standards, the master plan outlines a summary of findings for the City of Edgerton.

From the public engagement process, we heard four common themes including:

- the desire for a more connected trail system
- interest in a civic center or community building
- addition of a aquatic facility
- improved conditions and facilities in existing parks

Based upon eight comparative communities, and benchmarking Edgerton against national and regional standards, the design team identified the following conclusions:

- Edgerton currently has approximately 26 acres of parkland per 1,000 residents which far exceeds the National Recreation and Parks Association standard of 10 acres of parkland per 1,000 residents AND the 2020 guidelines from the Johnson County Parks and Recreation District of 12 acres per 1,000
- Edgerton has fewer dedicated park staff per resident and per acreage than other communities.
- Edgerton does not currently have sufficient resources to support a pool.
- Edgerton currently exceeds NRPA guidelines for trails, but many of the trails in Edgerton are segmented and end abruptly. Connectivity is critical.

Summary of Recommendations

Based on all the information collected and discussing results with the governing body, the following recommendations are listed as priorities for the City of Edgerton:

- Develop a more connected trail system
- Design and construct a civic building to include a small aquatic feature such as a splash pad
- Improve and maintain existing parks

The master plan recommends adopting the following service radii based on park type:

- Community Parks/Facilities: 3 miles
- Neighborhood Parks: ½ mile
- Linear Park: Connectivity as a priority
- Special Purpose Parks: as needed

The master plan recommends a signage plan with two 2 different styles of sign park style, size and location.

- Type A is the option that utilizes stone and colors found in nature to blend into the park surrounding throughout the city. It is anticipated this option will be used for the park properties located throughout more residential area of the community.
- Type B is the more modern sign package featuring the use of the city's branding color, clean lines and the use of the color grey and the metal mesh material to have a more

industrial feel. This sign family would be best showcased when used near industrial properties.

Funding Resources

Funding resources are organized in the Parks Master Plan in two categories: current funding resources and alternative funding resources. Current funding resources reflect practices currently being used or developed by the City of Edgerton while alternative funding sources represent recommended funding outlets that are not currently being utilized. Suggestions for alternative funding resources include:

- Adding user fees as park improvements are made
- Taxes
- Ensure Development Standards / Land Planning Concepts are Established
- Develop a Partnership with Health and Wellness Institutions
- Create a "Friends of Edgerton Parks and Recreation" as a Non-Profit Organization
- Grants

Appendix A

Appendix A provides recommendations for design guidelines for neighborhood parks and linear parks. These recommendations can help the City as it crafts language for the Unified Development Code. Park type design guidelines are suggestions for what acreage, connectivity, and amenities are appropriate for neighborhood and linear parks. Design guidelines are outlined for these types of parks because it is likely that neighborhood and linear parks will be needed as development expands.

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

Funding Source: N/A

Budget Allocated: N/A

Finance Director Approval: N/A

Recommendation: Approve the Parks Master Plan
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Enclosed: Draft Parks Master Plan

Prepared by: Beth Linn, City Administrator

EDGERTON PARKS MASTER PLAN

APRIL 21 2017



Acknowledgments

City of Edgerton Governing Body

Donald Roberts - Mayor

Clay Longanecker - Council President

Cindy Crooks - City Council

Darius Crist - City Council

Ron Conus - City Council

Jody Brown - City Council

City of Edgerton Staff

Stakeholder Group

Katee Smith

Desi Goans

Cindy Crooks

Yvette Hinojosa

Linda Florence

Virgil Florence

Glyn Powers

Ken Newcome

Chad Courtois

Mike Phillips

Ronak Patel

Darshita Patel

Steve Friend

Jeff Stewart

Document Prepared By



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Edgerton Kansas |

Executive Summary

This document provides a summary of the Parks Master Plan and is presented here as a synopsis of the process and recommendations contained in the Master Plan.

Introduction

For many years, Edgerton has been committed to providing quality parks to its residents and continues to build a robust and vibrant park system. In 2013, Edgerton conducted a Citizen Survey and found that residents wanted to see more of an emphasis on the City's Park System (2013 Edgerton Citizen Survey). In 2014, the City Council responded to the residents and began focusing even more on these services by adding a Parks and Recreation Department. Since that time, Edgerton continues to focus on key resources to make advancements with the future in mind.

In 2017, City Council responded even further to the public's desire by completing its first parks master plan. To achieve this, Edgerton contracted with a consulting team and began developing the plan in May 2016. By studying the existing parks system and understanding the current levels of service the city is providing, gaps and areas of improvements were identified to shape this Master Plan. By adding this plan to its resources, Edgerton will have opportunities to look further ahead and make improvements that will last for generations to come.

Purpose of Plan

The City of Edgerton anticipates population growth as the City continues to attract diverse development. By 2040 Edgerton is expected to have a population of 2,740 residents (Felsburg Holt+ Ullevig, RDG Planning + Design, & CFS Engineers, 2013). The purpose of this parks master plan is to develop a comprehensive vision for the development and preservation of recreation and open spaces. A healthy parks and trail system provides opportunities for all citizens of the community to:

- + Rest, relax, and revitalize
- + Increase physical activity
- + Connect with nature
- + Connect and engage socially with other citizens
- + Reduce fuel and vehicular emissions through increased pedestrian and bikeway connections

Goals

The inaugural Parks and Recreation Masterplan for the City of Edgerton, Kansas has six primary goals:

- + Provide strategies for the future development of parks
- + Identify funding opportunities for parks and recreation development
- + Create an approach for park management
- + Establish a park and recreation system that allows all residents access to quality outdoor experiences
- + Ensure that the park system reflects the needs of the community
- + Establish levels of service for the department of Parks and Recreation

The Process

The planning process consisted of the 5 following phases:

1. Project Kick Off
2. Public and Stakeholder Involvement
3. Master Plan Recommendations
4. Implementation Strategy
5. Final Masterplan Document

Throughout these phases, a key component to creating the final master plan was through public input and participation. Residents were offered a variety of opportunities to participate including a citywide citizen survey, a citizen park worksheet, two stakeholder interviews, two public open houses, and a City Council presentation. The information received from these community input processes was applied to the overall planning process.

The preliminary plan was presented to the City Council in a Work Session on March 16, 2017. The final plan was completed and presented to the City Council on [April 27, 2017](#).

Summary of Findings

Through the collection of stakeholder and public feedback, evaluation and analysis of existing parks, study of comparison communities, and benchmarking with regional and national standards, the master plan outlines a summary of findings for the City of Edgerton.

Current Parks + Connectivity (page 30)

This portion of the master planning focused on evaluating Edgerton's current parks and trails, and providing recommendations on how they could be improved to align more closely with the community current and future needs.

The following is a list of park classifications.

- + Neighborhood Park
- + Community Park
- + Regional Park
- + Linear Parks/Linkages
- + Special Purpose Park

Community Interests (page 68)

Results of the public engagement process yielded four common themes:

- + Desire for a more connected trail system
- + Interest in a civic center or community building
- + Addition of an aquatic facility
- + Improved conditions and facilities in existing parks

Community Comparison Study (page 69)

Based upon eight comparative communities, and benchmarking Edgerton against national and regional standards, the design team identified the following significant conclusions:

- + Edgerton currently has approximately 26 acres of parkland for 1,000 residents, which far surpasses the National Recreation and Parks Association standard of 10 acres of parkland per 1,000 residents and the 2020 Guidelines from the Johnson County Parks and Recreation Department of 12 acres of parkland per 1,000 residents.
- + Edgerton has fewer dedicated park staff per resident than other communities.
- + Edgerton does not currently have sufficient resources to support a pool.
- + Edgerton currently exceeds NRPA guidelines for trails, but many of the trails in Edgerton are segmented and end abruptly. Connectivity is critical.

Level of Service (page 44)

The following charts summarize the existing levels of service in Edgerton. The charts also include the recommended levels of service which will be referred to in the next section.

Level of Service Comparison Park Acres / 1000 Residents			
Current Edgerton Park Acreage	Comparable Cities Average Park Acreage	JCPRD 2020 Standard for Community Parks, Facilities and Neighborhood Parks Acreage	NRPA Standard for Park Acreage
26 acres / 1,000 residents	21 acres / 1000 residents	12 acres/ 1,000 residents	10 acres/ 1,000 residents

Field & Facilities Needs Summary			
Facility Type	Existing facilities or Acreage	NRPA Standard / population	Today's needs by NRPA Standards
Baseball/Softball Fields	2	1/5,000 - unlighted. 1/30,000 Lighted	Meets current pop.
Football/Soccer Field	1	1/20,000 - 1/10,000	Meets current pop.
Basketball Court	1.5	1/5,000	Meets current pop.
Tennis Court	2	1/2,000	Meets current pop.
Sand Volleyball	1	No Standard	N/A
Swimming Pool	0	1/20,000	Meets current pop.
Childrens Playground (city owned)	3	.38/1,000	Meets current pop.
Picnic Shelter	5	No Standard	N/A
Community Center	0	No Standard	N/A
Skate Park	1	No Standard	N/A
Facility Type	Existing Miles	Trails KC Recommendations / population	Today's needs by Trails KC Recommendations
Trails	0.6 miles/1,000	0.6 miles/1,000	Meets current pop.

Summary of Recommendations

Based on all the information collected and discussing results with the governing body, the following recommendations are listed as priorities for the City of Edgerton:

Goal #1: Design and construct a Community Center to include a small aquatic feature such as a splash pad

Goal #2: Develop a linear parks and trail system

Goal #3: Improve and maintain existing parks

Level of Service (page 38)

The master plan is the starting point for the planning of quality park spaces. The plan recommends the following additional studies to continue the advancement of the parks master plan:

- + Civic Center Building Programming Study
- + Aquatic Facility Study
- + Economic Development Study
- + Trail Master Plan
- + Downtown Master Plan

Funding (page 76)

Funding resources are organized in the Parks Master Plan in two categories: current funding resources and alternative funding resources. Current funding resources reflect practices currently being used or developed by the City of Edgerton while alternative funding sources represent recommended funding outlets that are not currently being utilized. Suggestions for alternative funding resources include:

- + Add park user fees as park improvements are made
- + Establish Development Standards and Land Planning concepts
- + Establish Partnerships with Health and Wellness Institutions
- + Grants
- + Create a "Friends of Edgerton Parks" or similar group as a Non-Profit Organization

Park Type Design Guidelines (page 88)

The Parks Master Plan provides recommendations for design guidelines for neighborhood parks and linear parks. These recommendations can help the City as it crafts language for the Unified Development Code. Park type design standards are suggestions for what acreage, connectivity, and amenities are appropriate for neighborhood and linear parks.

Conclusions

The City of Edgerton has never been in a better position to advance park and recreational activities for the value and benefit of current and future residents. This plan provides the direction necessary to confidently move forward knowing the investment of resources is being utilized prudently and is supported by the community.

A photograph of a field of tall grass at sunset. The sun is a bright yellow orb on the right side of the horizon, casting a warm glow over the scene. The grass in the foreground is tall and thin, with some seed heads visible. The background shows a line of trees and a few distant buildings under a hazy sky. The word "Introduction" is written in a large, white, sans-serif font across the lower half of the image.

Introduction



Figure 1.1 Wheat Field (Wilkinson 2016)

Edgerton Kansas |

Introduction



Figure 1.2 Location of Edgerton (Landworks Studio 2016)

Location

Located in the southwest corner of Johnson County, Kansas, Edgerton (pop. 1,617) is forging connections that have a global reach with a local impact. Edgerton is located approximately 40 miles southwest of Kansas City, Missouri. The juxtaposition of a small town with tremendous opportunity and huge potential defines this close-knit community today — but tomorrow it will become part of the town's fiber. This neighborly community who takes care of its own will soon open its doors to welcome new neighbors.

All modes of transportation converge in Edgerton, Kansas. Home to Logistics Park Kansas City (LPKC) is a 2,275-acre master-planned distribution and warehouse development served by global intermodal transportation leader, BNSF Railway. LPKC is anchored by 440-acre BNSF Intermodal Facility and surrounded by a world-class inland port with capacity for 17 million square feet of industrial buildings. Logistics Park Kansas City will provides companies the ability to quickly and efficiently ship goods by rail and truck to their final destinations.

Johnson County Parks and Recreation District owns Big Bull Creek, nearly 1,980 acres of regional park in Edgerton. Phase One of Big Bull Creek incorporates Sunflower Entry at the corner of Sunflower Road and 207th Street. Johnson

County estimates that Phase One will incorporate a welcome pavilion, a destination nature playground, a shelter with a restroom, and several trail loops. For more information about the Big Bull Creek Park please see http://jcprd.com/pages/pdfs/big-bull-creek/2016-04-11_BBC-MP_Final-Report_web.pdf

Purpose

The purpose of a parks master plan is to establish a comprehensive vision for the development and preservation of recreation and open spaces. A healthy, parks and trail system provides opportunities for all citizens of the community to:

- + Rest, relax, and revitalize
- + Increase physical activity
- + Connect with nature
- + Connect and engage socially with other citizens
- + Reduce fuel and vehicular emissions through increased pedestrian and bike-way connections

Edgerton Parks Master Plan will be the guiding document illustrating the community's vision for investment in parks and recreation services in Edgerton for present and future generations. The parks master plan includes:

- + A Community Study
- + Comparable Communities Study
- + Overview of Existing Parks/Trail Network
- + Establishment of Goals for the Park System (LOS, Variety)
- + Inventory of existing parks facilities
- + Recommendations for improvements to existing parks and facilities
- + Approach and criteria for prioritization of projects based on available funding
- + Identification of funding opportunities
- + Recommendation of next steps and further studies for the advancement of Edgerton's park and recreation system

By planning parks for the future, it can be assured that land is preserved, available, and equitably distributed as development occurs. A successful park system will be one that allows all residents access to quality outdoor experiences and accurately reflects the needs of the community.

Edgerton Kansas |

Introduction

Goals

The inaugural Parks and Recreation Master plan for the City of Edgerton, Kansas has six primary goals:

- + Provide strategies for the future development of parks
- + Identify funding opportunities for parks and recreation development
- + Create an approach for park management
- + Establish a park and recreation system that allows all residents access to quality outdoor experiences
- + Ensure that the park system reflects the needs of the community
- + Establish levels of service for the department of Parks and Recreation

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A Closer Look at the Community

Demographics + Engagement



Figure 2.1 Community Picnic and Firework Show (City of Edgerton 2016)

Edgerton Kansas | A Closer Look at the Community

Demographic Information

Every ten years the U.S. Census gathers demographic information throughout the United States. This information provides data that helps cities make informed “planning decisions about community services.”¹ Census information helps cities budget dollars for infrastructure and amenities. By looking at this information we can understand the make-up of a community and how it may grow and change in the future.

Edgerton is a community of approximately 1,700 residents.¹ As industry develops, Edgerton is expected to grow. By 2040 Edgerton is expected to have a population of 2,740 residents.² The change in population is the result of slow and steady population growth, as well as a burst of residents from newly created industrial jobs.²

The current age spectrum of Edgerton’s residents is fairly evenly distributed, with the median age being 32.1 years old.¹ The distribution of age in Edgerton informs us of a need for a wide variety of park and trail amenities. Edgerton’s park system should balance opportunities for youth, teens, adults, and seniors. A healthy park system provides opportunities for all ages and encourages interaction and engagement for the entire community.

Figure 2.2
Connecting with
the Community
(Landworks Studio
2016)



1. US Census Bureau, 2016

2. Felsburg Holt + Ullevig, RDG Planning + Design, & CFS Engineers, 2013

Figuring Out the Needs of the Community

While demographics can provide a solid base of information about a community, the best way to understand a community is through direct contact. The Edgerton Parks Master Plan used a combination of techniques including surveys, stakeholder groups, and public open houses to listen and generate dialogue about the specific needs of residents.

Process

Candid Marketing led the communication strategy for Edgerton Parks Master Plan. Two micro-sites, www.edgertonparksplan.com and www.planedgertonparks.com, were developed to solicit the community's ideas on the City's parks for inclusion in the Park Master Plan. The micro-site included an interactive Park Visualization form, a link to a survey, community open house flyers, and an open discussion area. Hard copies of the survey were also made available at City Hall and various events. Community engagement was promoted using existing city communications assets; utility bill, newsletter, website, and posters and flyers around the community. Parks and Recreation staff communicated the request for resident input through a series of email blasts, the city website, promotions during events, and a booth at Frontier Days.



Edgerton Kansas | A Closer Look at the Community

Methods | Survey

The survey was conducted from May - June of 2016. Candid Marketing constructed the survey and helped distribute it to Edgerton residents. Survey materials were distributed digitally and in hard copy format at City Hall and during the Edgerton Frontier Days event. The survey consisted of 21 questions and 104 surveys were completed. A copy of the survey and results are provided in Appendix A.

Methods | Stakeholder Group

The Stakeholder Group was composed of 14 members from the community and city staff. Stakeholder members were selected based on city recommendations as well as participant availability and interest. Stakeholder meetings occurred before public open house presentations in order to gauge interest and generate discussion. Stakeholders were asked to provide feedback and encourage other residents to participate in the planning process.

Methods | Public Open House

City staff and consultants conducted two public open house meetings. The first, in May of 2016 was held at Edgerton Elementary School with 11 people in attendance. The purpose of this meeting was to educate the public on parks issues and gain valuable feedback on the needs and interests for an improved park system. After the meeting, presentation material was submitted online in order to receive comments from citizens who were not able to attend the open house. The second public meeting was held at Edgerton City Hall in September of 2016. The purpose of this meeting was to present initial park concepts, continue to develop park recommendations, address concerns, revisit with the community, and communicate survey results. The presentation materials were posted online and available for comment until mid-October of 2016.

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A photograph of a rural landscape with a road sign for East Highway 56, overlaid with a green tint. The sign is a rectangular sign with a black border, featuring the word "EAST" in a small box at the top and the number "56" in a large, stylized font below it. The background shows a flat, green field under a cloudy sky, with a fence line visible in the distance.

Community Comparison

Understanding Similar Communities



Figure 3.1 Hwy 56 (Wilkinson 2016)

Edgerton Kansas | Community Comparison

When developing recommendations for a parks and recreation master plan, it is important to understand how Edgerton compares to similarly sized communities. Our team selected these 'comparable communities' based on population, proximity to metropolitan areas, and regionalism. The following is an analysis of key parks and recreation statistics of selected communities that are intended to inform master plan decisions.

To begin the analysis, the planning team gathered information from multiple sources, including telephone interviews, the U.S. Census, and online resources such as city websites. By assembling varying blocks of data within the city, the planning team is able to ascertain the needs of each area within the community and substantiate recommendations made throughout this master plan. In addition, Edgerton's trends will be compared to that of similar cities to provide a benchmark against which the city may be measured. Starting with Edgerton, the following are the targeted similar communities and their park-related statistics listed in order by population.



Figure 3.2
Connecting with
the Community
(Landworks Studio
2016)

Edgerton, Kansas

Edgerton is a city in Johnson County, Kansas, part of the Kansas City metropolitan area. As of the 2010 census, the city population was 1,671.

- | | |
|---|---|
| + Population: 1671 | + Part time Parks and Recreation Employees: 1 |
| + Miles to the Nearest Major Metropolitan Area: 37 miles to Kansas City | + Acres of Park Land: 38 |
| + City Budget: \$3,520,000 | + Acres of Athletics Land: 5 |
| + Parks and Recreation Budget: \$175,000 | + Community Facilities: 1 |
| + Full time Parks and Recreation Employees: 2 | + Aquatics Facilities: 0 |
| | + Number of Parks: 5 |

Baldwin City, Kansas

Baldwin City is a city in Douglas County, Kansas, about 12 miles south of Lawrence and 15 miles west of Gardner. As of the 2010 census, the city population was 4,515. Baldwin City offers recreation services and some park/facility services through a Recreation Commission. Some park maintenance responsibilities are done by the City Public Works Department.

- + Population: 4,515
- + Miles to the Nearest Major Metropolitan Area: 46 miles to Kansas City
- + City Budget: \$3,010,000
- + Parks and Recreation Budget: \$127,738
- + Parks and Recreation Revenue: n/a
- + Full time Parks and Recreation Employees: 3
- + Part time Parks and Recreation Employees: 50
- + Acres of Park Land: 10
- + Acres of Athletics Land: 17
- + Community Facilities: Senior Center that doubles as events space and meeting space.
- + Aquatics Facilities: "L" shaped pool without zero depth or other amenities, no splash parks
- + Number of Parks: 5 including golf course (9 holes)

Eudora, Kansas

Eudora is a city in Douglas County, Kansas. The city is located along the Kansas and Wakarusa Rivers. As of the 2010 census, the city population was 6,136.

- + Population: 6,136
- + Miles to the Nearest Major Metropolitan Area: 37 miles to Kansas City
- + City Budget: \$16,689,000
- + Parks and Recreation Budget: \$650,000
- + Parks and Recreation Revenue: n/a
- + Full time Parks and Recreation Employees: 3
- + Part time Parks and Recreation Employees: 10
- + Acres of Park Land: 12
- + Acres of Athletics Land: 60
- + Community Facilities: After school program on school property, Eudora Community Center
- + Aquatics Facilities: "L" shaped pool with zero depth, without splash parks or other amenities
- + Number of Parks: 6

Grimes, Iowa

Grimes is a city in Dallas and Polk counties, Iowa. The population was 8,246 at the 2010 census. Grimes is part of the Des Moines–West Des Moines Metropolitan Statistical Area.

- + Population: 8246
- + Miles to the Nearest Major Metropolitan Area: 17 miles to Des Moines
- + City Budget: \$13,760,000
- + Parks and Recreation Budget: \$650,000
- + Parks and Recreation Revenue: \$150,000.00
- + Full time Parks and Recreation Employees: 4
- + Part time Parks and Recreation Employees: 20
- + Acres of Park Land: 25
- + Acres of Athletics Land: 60
- + Community Facilities: Renovated elementary school with gymnasium and meeting spaces.
- + Aquatics Facilities: No
- + Number of Parks: 6

Edgerton Kansas |

Community Comparison

Girard, Kansas

Girard is a city in Kansas and the county seat of Crawford County, Kansas. As of the 2010 census, the city population was 2,789.

- + Population: 2789
- + Miles to the Nearest Major Metropolitan Area: 141 miles to Kansas City
- + City Budget: \$8,600,000
- + Parks and Recreation Budget: \$250,000
- + Parks and Recreation Revenue: n/a
- + Full time Parks and Recreation Employees: 1
- + Part time Parks and Recreation Employees: 13
- + Acres of Park Land: 12
- + Acres of Athletics Land: 110 acres; including 9 hole golf course
- + Community Facilities: Community building with kitchenette and meeting space.
- + Aquatics Facilities: "L" shaped pool without zero depth or other amenities, no splash parks
- + Number of Parks: 4 including golf course

Meade, Kansas

Meade is a city in Meade County, Kansas. As of the 2010 census, the city population was 1,721.

- + Population: 1,721
- + Miles to the Nearest Major Metropolitan Area: 173 miles to Wichita
- + City Budget: \$5,900,000
- + Parks and Recreation Budget: \$600,000
- + Parks and Recreation Revenue: n/a
- + Full time Parks and Recreation Employees: 3
- + Part time Parks and Recreation Employees: 46
- + Acres of Park Land: 12
- + Acres of Athletics Land: 70; including 9 Hole Golf Course + Baseball Field
- + Community Facilities: n/a
- + Aquatics Facilities: Yes, pool with diving board
- + Number of Parks: 1

Moundridge, Kansas

Moundridge is a city in McPherson County, Kansas. As of the 2010 census, the city population was 1,737. The city is named for the settlement that became the incorporated city in 1887 located in Mound Township. Moundridge City offers recreation services and some park/facility services through a Recreation Commission. Some park maintenance responsibilities might be done by the City Public Works Department.

- + Population: 1737
- + Miles to the Nearest Major Metropolitan Area: 46 miles to Wichita
- + City Budget: \$8,015,388
- + Parks and Recreation Budget: 61,000
- + Parks and Recreation Revenue: n/a
- + Full time Parks and Recreation Employees: 1
- + Part time Parks and Recreation Employees: 2
- + Acres of Park Land: 10
- + Acres of Athletics Land: 17
- + Community Facilities: Senior Center that doubles as events space and meeting space
- + Aquatics Facilities: "L" shaped pool without zero depth or other amenities, no splash parks
- + Number of Parks: 3

Winterset, Iowa

Winterset is a city in Madison County, Iowa. The population was 5,190 at the 2010 census. It is the county seat of Madison County. Winterset is part of the Des Moines – West Des Moines Metropolitan Statistical Area.

- + Population: 5190
- + Miles to the Nearest Major Metropolitan Area: 25 miles to Des Moines
- + City Budget: \$10,108,000
- + Parks and Recreation Budget: \$600,000
- + Parks and Recreation Revenue: \$240,000
- + Full time Parks and Recreation Employees: 3
- + Part time Parks and Recreation Employees: 46
- + Acres of Park Land: 104
- + Acres of Athletics Land: 47
- + Community Facilities: Shared facilities with schools
- + Aquatics Facilities: Full aquatics facility with slides and zero-depth, no Lazy River
- + Number of Parks: 6

Horton, Kansas

Horton is a city in Brown County, Kansas, . As of the 2010 census, the city population was 1,776.

- + Population: 1776
- + Miles to the Nearest Major Metropolitan Area: 58 miles to Topeka
- + City Budget: \$6,281,483
- + Parks and Recreation Budget: \$38,000
- + Parks and Recreation Revenue: n/a
- + Full time Parks and Recreation Employees: 0
- + Part time Parks and Recreation Employees: 3
- + Acres of Park Land: 2
- + Acres of Athletics Land: 2; 1 soccer 1 baseball
- + Community Facilities: Armory Building (basketball)
- + Aquatics Facilities: 0
- + Number of Parks: 4 small downtown with swings

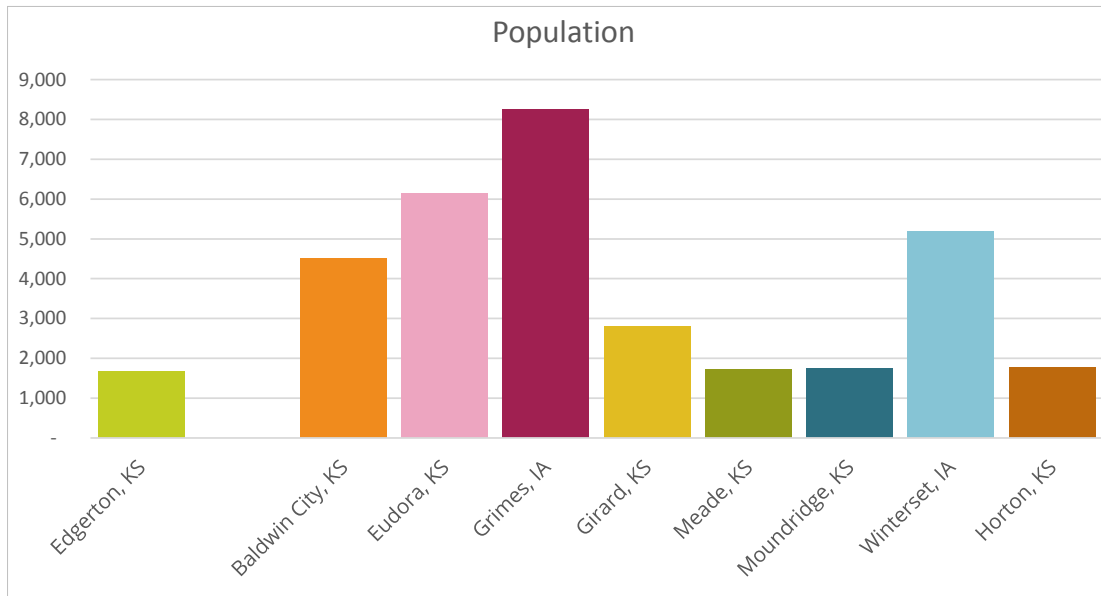
Edgerton Kansas | Community Comparison

Summary of Community Comparison

	Population	Miles to Nearest Metro Area	City Budget	Parks and Recreation Budget (2017)	Full Time Employees	Part Time Employees
Edgerton, KS	1671	37	\$ 3,520,000	\$ 175,000	2	1
Baldwin City, KS	4515	46	\$ 3,010,000	\$ 127,738	3	50
Eudora, KS	6136	37	\$ 16,689,000	\$ 650,000	3	10
Grimes, IA	8246	17	\$ 13,760,000	\$ 650,000	4	20
Girard, KS	2789	141	\$ 8,600,000	\$ 250,000	1	13
Meade, KS	1721	173	\$ 5,900,000	\$ 600,000	3	46
Moundridge, KS	1737	46	\$ 8,015,388	\$ 61,000	1	2
Winterset, IA	5190	25	\$ 10,108,000	\$ 600,000	3	46
Horton, KS	1776	58	\$ 6,281,483	\$ 38,000	0	3

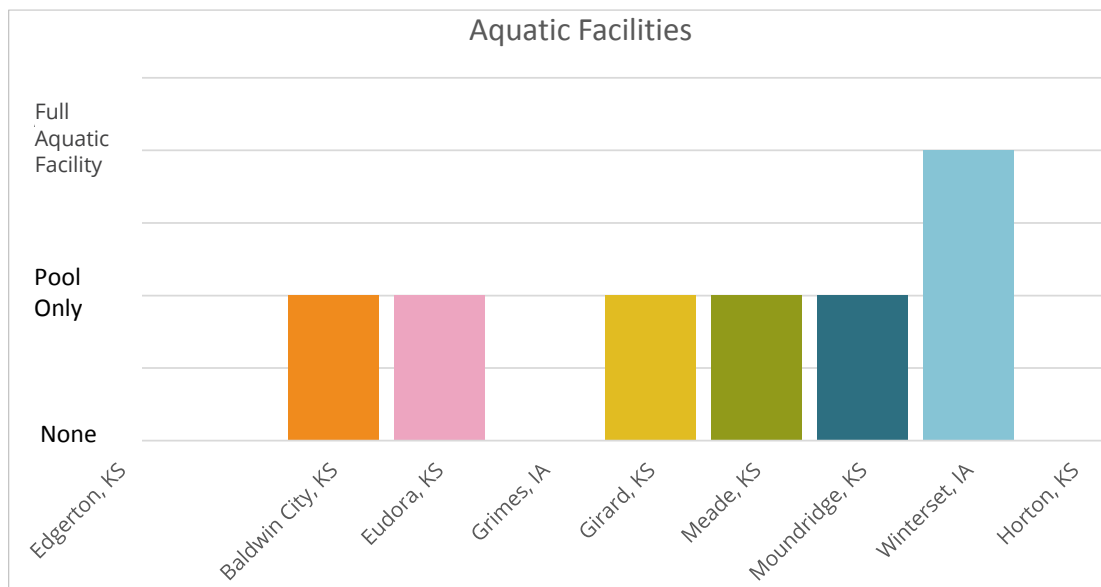
	Total Employees	Acres of Parkland	Acres of Athletic Fields	Total Acres of Parkland and Athletic Fields	Aquatic Facilities	Number of Parks
Edgerton, KS	3	38	5	43	0	5
Baldwin City, KS	53	10	17	27	1	5
Eudora, KS	13	12	60	72	1	6
Grimes, IA	24	25	60	85	0	6
Girard, KS	14	12	110	122	1	4
Meade, KS	49	12	70	82	1	8
Moundridge, KS	3	10	17	27	1	3
Winterset, IA	49	104	47	151	2	6
Horton, KS	3	2	2	4	0	4

Population



In comparison to other communities, the City of Edgerton has a fairly small population. By understanding other communities we may develop a better understanding of how population change effects the needs of the park system.

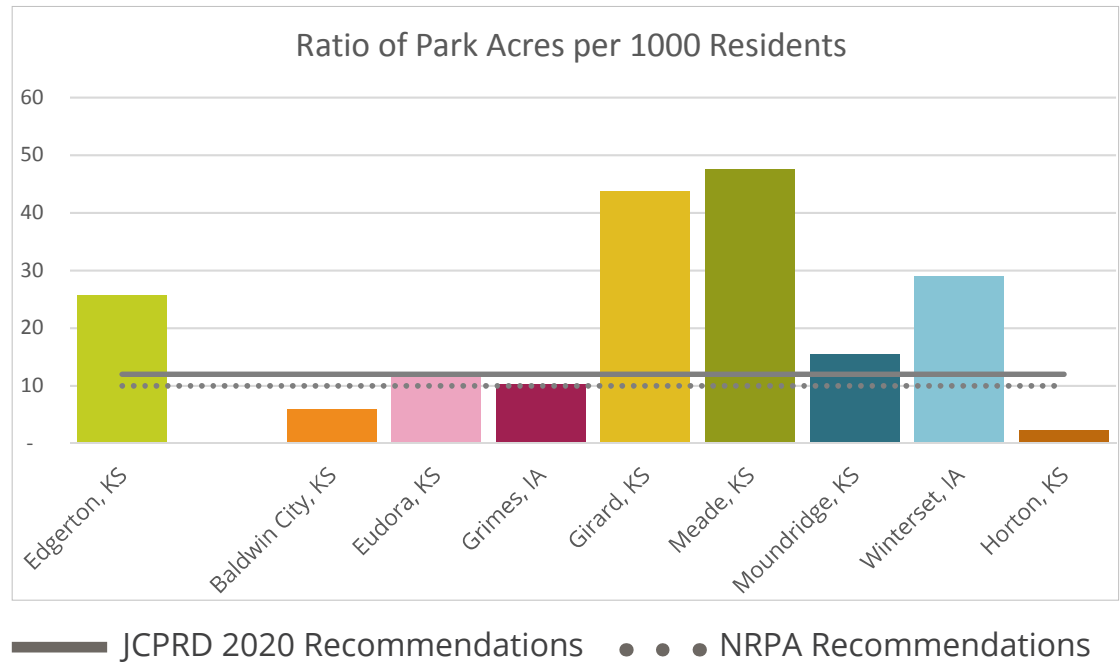
Aquatic Facilities



Some communities that have a similar population to Edgerton (Meade, Moundridge) have pools. However, both Meade and Moundridge are located significantly farther from metropolitan areas than Edgerton.

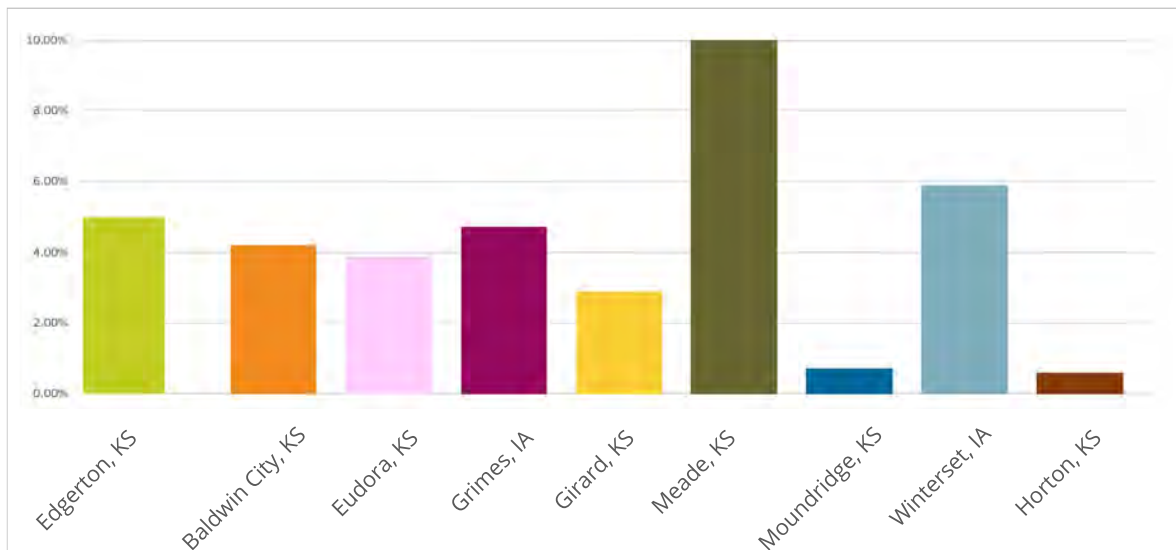
Edgerton Kansas | Community Comparison

Ratio of Park Acres per 1000 Residents



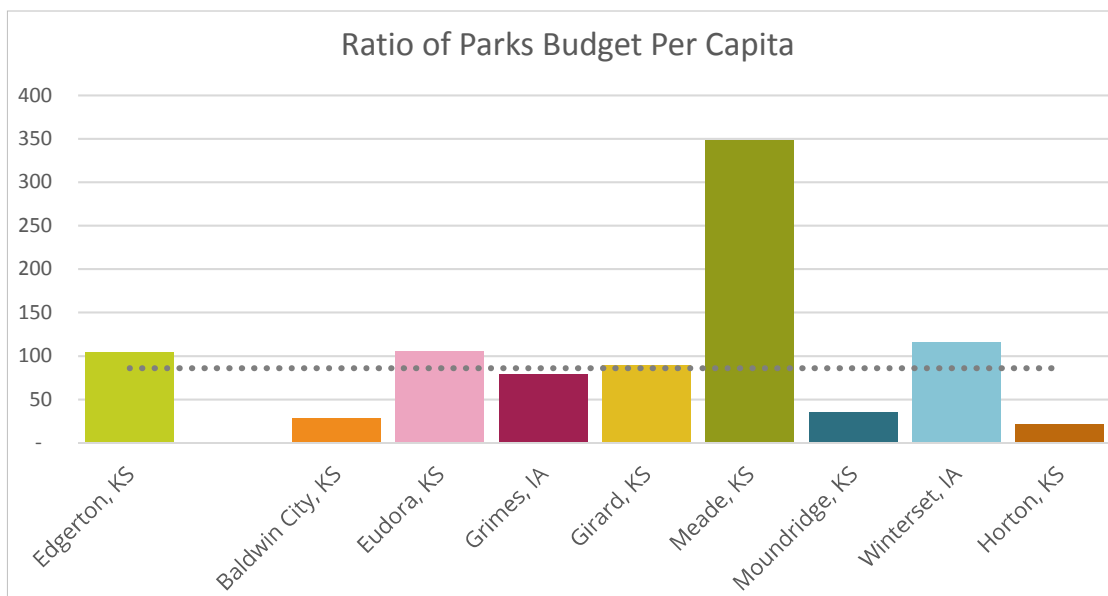
Several agencies have put together guidelines for the amount of parkland a community should have based on its number of residents. NRPA suggests a minimum of 10 acres per 1000 residents. Johnson County's 2020 Recommendations suggest 40 acres per 1000 residents; 22 acres provided by the county, 12 to be provided by the municipality, and six by the state or federal government. Edgerton currently has approximately 26 acres of parkland per 1000 residents.

Ratio of Parks Budget to City Budget



The City of Edgerton's parks budget to city budget ratio is fairly consistent with other communities. Meade, KS, the outlier community, likely has a high parks budget to city ratio because of its golf course.

Ratio of Parks Budget per Capita

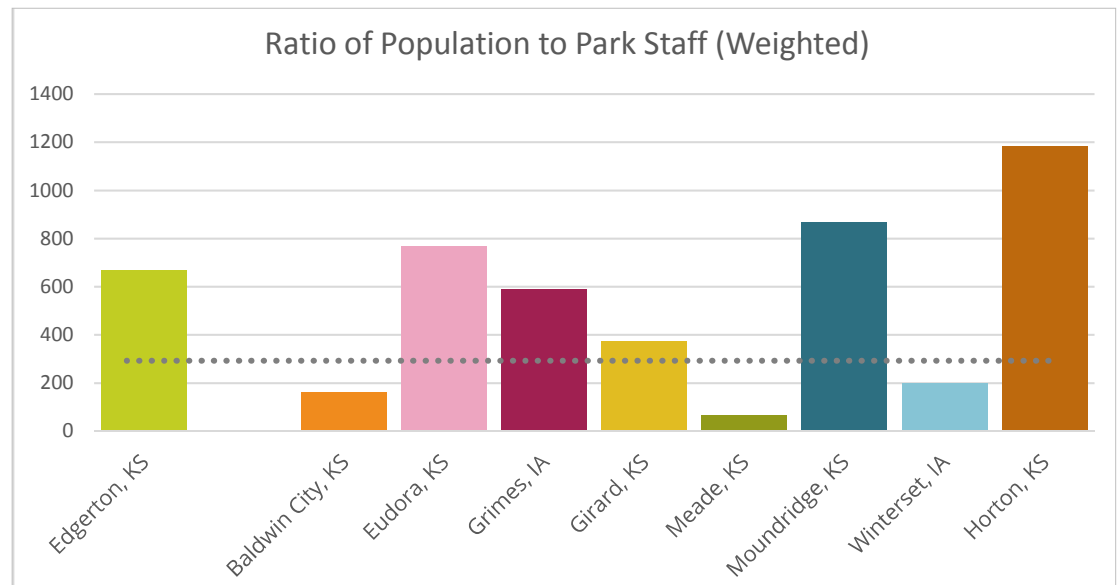


● ● ● NRPA Recommendations

The City of Edgerton invests roughly \$105 per resident in the park system. NRPA guidelines show a median investment of \$86 per resident for cities with less than 20,000 residents.

Edgerton Kansas | Community Comparison

Ratio of Population to Park Staff (Weighted)

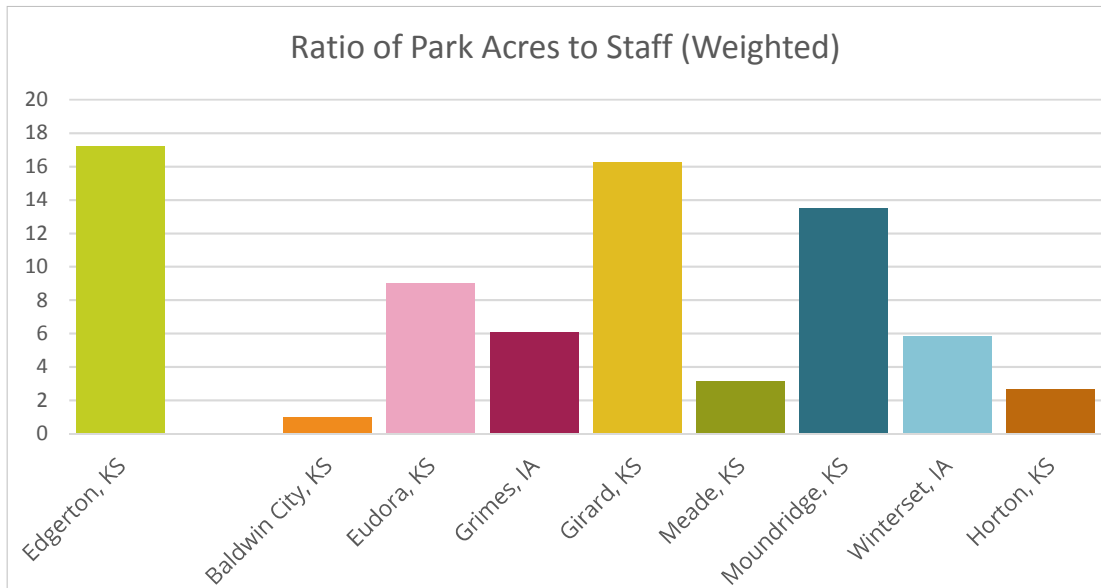


● ● ● NRPA Recommendations

Full time and part time employees are combined for a total park staff number. Each parks and recreation staff member in Edgerton serves 668 residents. This is significantly higher than the average of 330 residents per parks and recreation staff member.

For all staffing calculations part time employees were weighted differently than full time employees. This helps account for variances in staffing levels at communities with a variety of amenities.

Ratio of Park Acres to Staff (Weighted)



The City of Edgerton's park staff maintains more acres per staff member than any other community. Edgerton park staff manages slightly over 17 acres per staff member.

For all staffing calculations part time employees were weighted differently than full time employees. This helps account for variances in staffing levels at communities with a variety of amenities.



Park System

**Park Types, Service Radii, Connectivity, +
Park Concepts**



Figure 5.1 A Fall Day in Edgerton (City of Edgerton 2016)

Edgerton Kansas | Parks + Connectivity

Introduction

Parks and Connectivity focuses on evaluating Edgerton's current parks and trails and providing recommendations on how they could be improved to align more closely to the community's current and future needs. This chapter investigates the variety of parks, the levels of service the parks are providing, the connectivity of the new park system, and analysis and recommendations of individual parks.



Figure 5.2 Existing Park Conditions (Landworks Studio 2016)

Park Types

Parks are classified into various categories based on size, use and the types of facilities that exist within the park. Classification is useful to ensure that a variety of experiences are provided for residents and visitors and that needs are met within reasonable proximity.

The City of Edgerton provides various park and recreational opportunities but does not currently offer parks in all classifications. The following is a list of park classifications and a description of each park's characteristics:

- + Neighborhood Park
- + Community Park
- + Regional Park
- + Linear Parks/Linkages
- + Special Purpose Park

Neighborhood Parks

A neighborhood park should provide the foundation for recreation by serving one large or several smaller neighborhoods. Ideally, neighborhood parks provide facilities and recreation space for the entire family and are within easy walking or bicycling distance of the people they serve. Parking is not necessarily provided for neighborhood parks due to their close proximity to residential properties.

According to NRPA guidelines neighborhood parks serve a 1/4 - 1/2 mile radius. Neighborhood parks are typically 1-2 acres per 1000 residents.

Community Parks

Community parks are larger parks that serve a group of neighborhoods or a portion of a city. Community parks are usually reached by automobiles, although residents adjacent to the park, and trail users, may access the park by walking or riding a bicycle. A variety of recreational facilities are provided, including but not limited to: lighted playing fields for organized sports, hiking trails, bike trails (both paved and unpaved), and sufficient parking to accommodate participants, spectators, and other parks users.

According to NRPA guidelines community parks serve a 1 - 3 mile radius. Community parks are typically 5-8 acres per 1000 residents.

Edgerton Kansas |

Parks + Connectivity



Regional Parks

Regional parks are large scale parks that serve an entire region and cater to people beyond the city limits. Regional parks are reached by automobiles, although residents adjacent to the park, and trail users, may access the park by walking or riding a bicycle. Regional parks tend to include amenities not found in every community as to draw residents from surrounding cities. Regional parks may or may not be owned by the City.

According to NRPA guidelines regional parks serve a three - five mile radius and are typically 5-10 acres per 1000 residents.



Linear Parks/Linkage

Linear parks are open areas that generally follow natural or man-made features that are linear in nature, such as creeks, abandoned railroad rights-of-way, power line corridors, or utility corridor easements. Linear parks are also appropriate to facilitate pedestrian and bicycle travel. These parks can serve to link or connect other parks in the local system, as well as schools, neighborhood shopping, libraries, and other major destinations. In addition, linear parks provide buffers along waterways to control erosion and pollution while providing corridors for wildlife to travel safely through developed areas.

There are no established radii for linear parks/linkage. The functionality of these spaces often depends on how they are connected to context.



Special Purpose Parks

Special purpose parks are designed to accommodate specialized recreational activities. Because the facility needs for each activity type are different, each special purpose park typically provides service for a limited number of activities. Special purpose parks could be pocket parks that are too small to be classified as a neighborhood park or have special uses. Examples of these types of parks are nature centers, memorial gardens, community vegetable gardens or historical places.

There are no established radii for linear special purpose parks.

A variety of park types will help create a more diverse/healthy park system. Currently Edgerton's parks can be organized into three categories: neighborhood, community, and regional.

EXISTING
PARKS TYPES

NEIGHBORHOOD PARKS

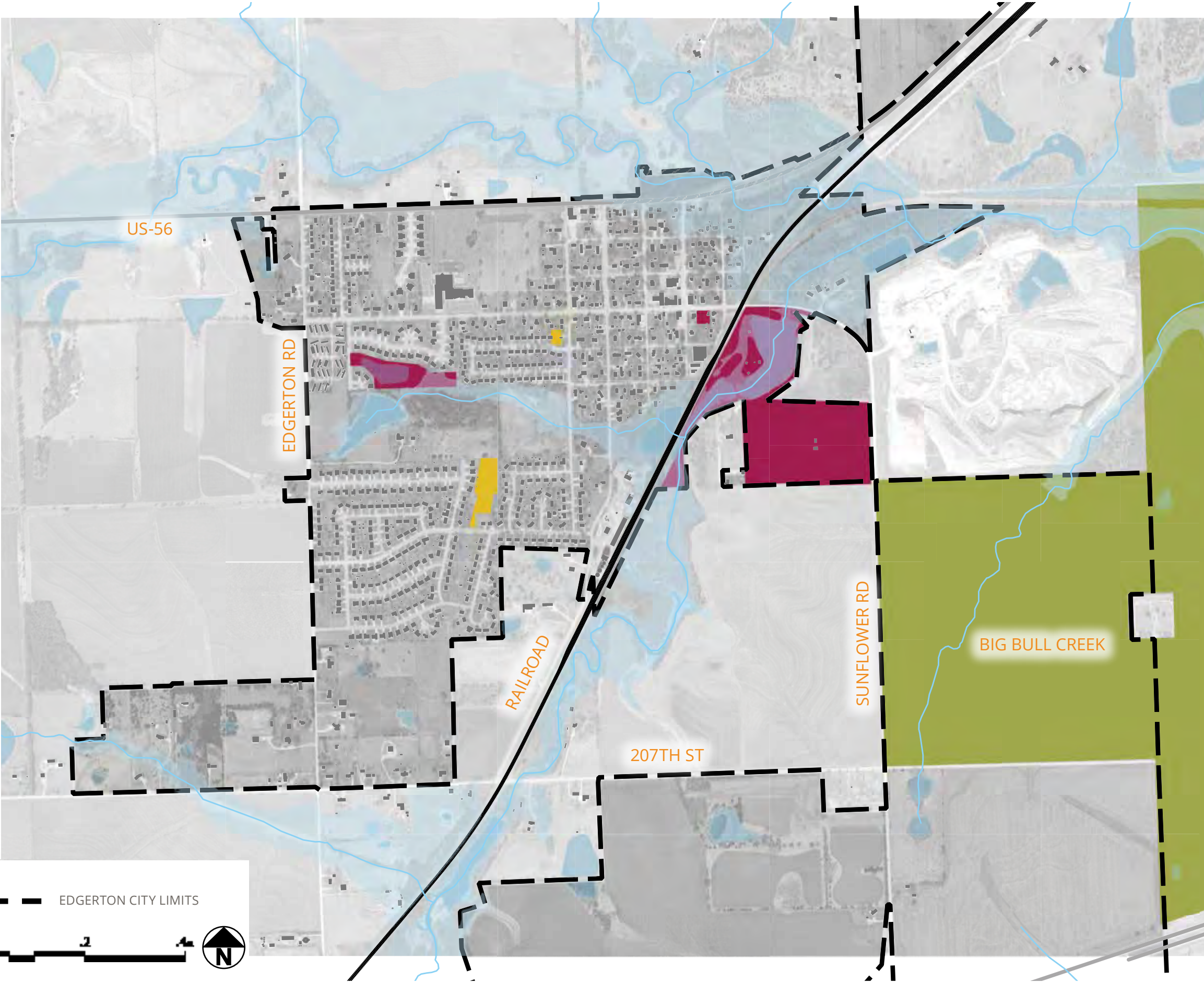
- + Manor Park
- + Glendell Acres

COMMUNITY PARKS

- + Edgerton Lake
- + Martin Creek Park
- + Bridgewater Lake
- + Downtown Greenspace

REGIONAL PARKS

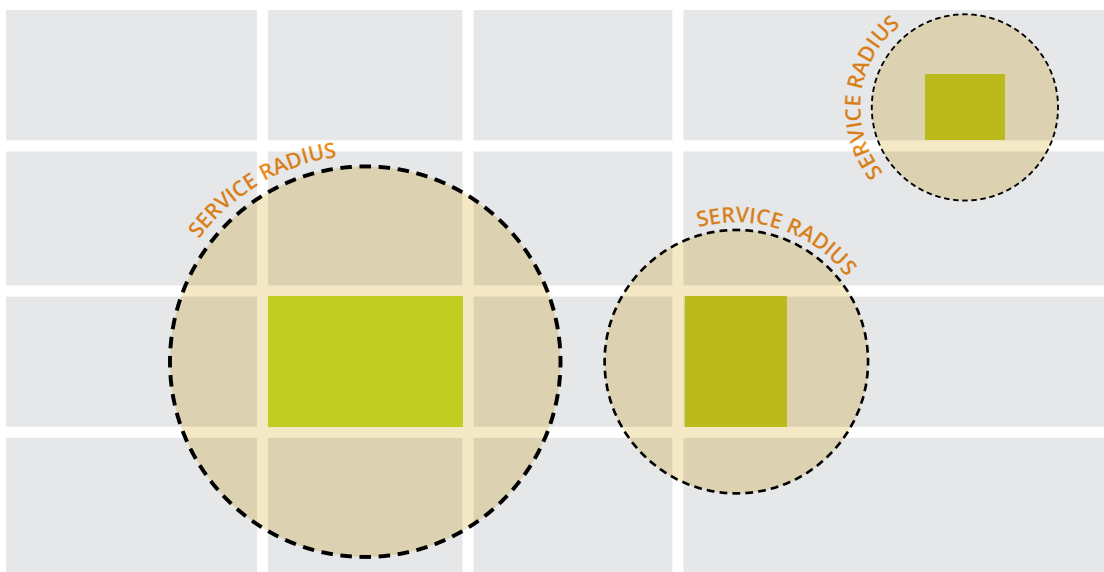
- + Big Bull Creek



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Levels of Service

Level of service is a term that describes a process of delineating an area that is very accessible to a park. Park access, as defined by The Trust for Public Land, is the ability to reach a publicly owned park within a half-mile walk on the road network, unobstructed by freeways, rivers, fences, and other obstacles. Below is a graphic illustrating the concept of levels of service.



Determining level of service standards for Parks is more art than science. The most recent National Park and Recreation Administration (NRPA) set of guidelines, published in 1996 explains the need for communities to develop their own standards. "A standard for parks and recreation cannot be universal, nor can one city be compared with another even though they are similar in many respects" (Mertes and Hall 1996, 59). By developing standards that reflect the City of Edgerton, it can be assured that what is established truly can meet the expectations of the residents of Edgerton.

Edgerton Kansas |

Parks + Connectivity

According to survey results and demographic studies, one of the most important aspect of the park systems is how accessible the parks are to residents. Currently, as shown on the map, a majority of residents in the city limits are within .25 miles of a park or green space.

As the city continues to develop it is important to continue to maintain park accessibility. We recommend adopting the following service radii based on park type.

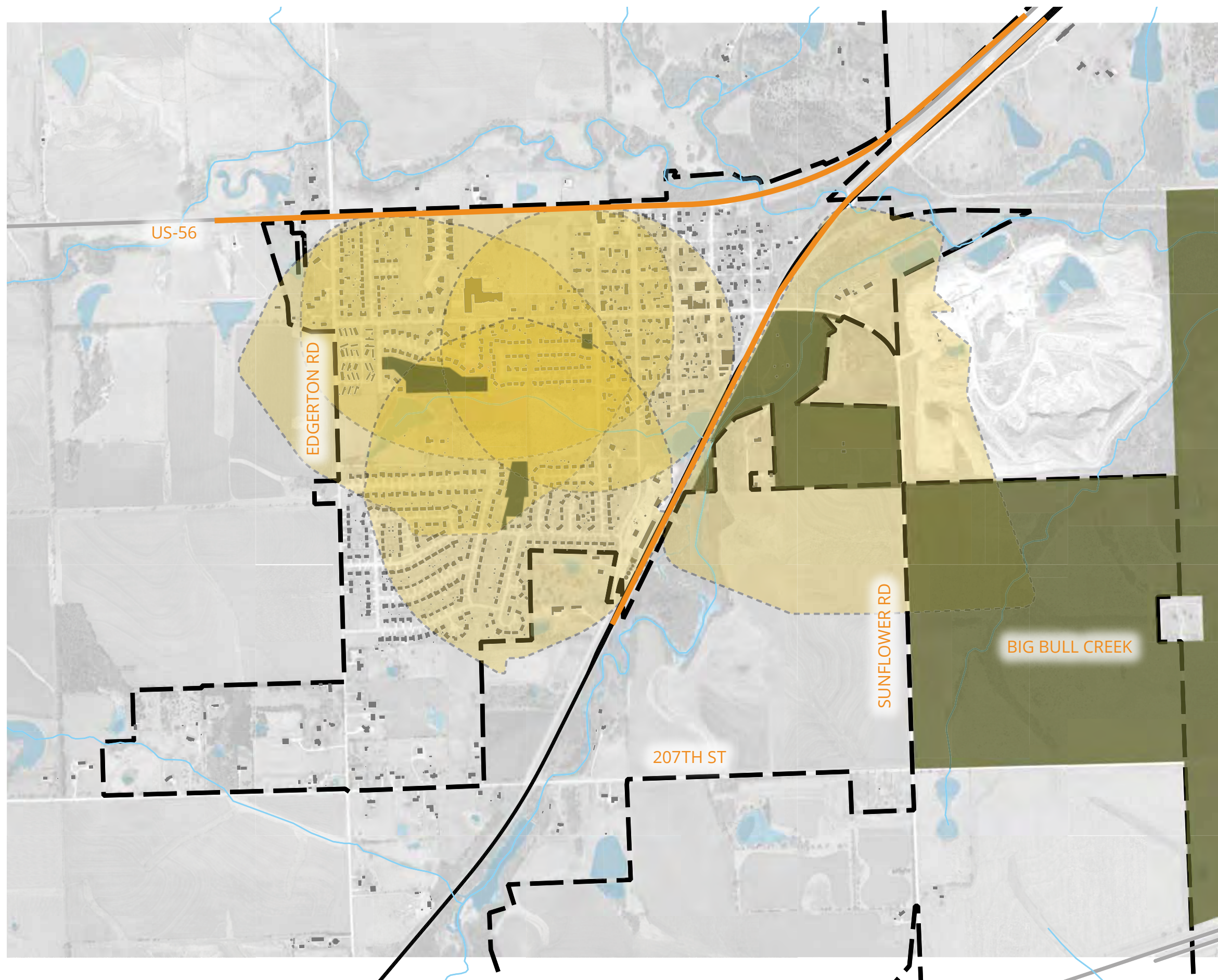
Service Radius by mile

Park Type	NRPA Standard Service Radius	Recommended City of Edgerton Service Radius
Regional Park/Facilities	3-5	N/A
Community Park/Facilities	1-3	3
Neighborhood Parks	1/4-1/2	1/2 mile
Linear Parks	N/A	connectivity as priority
Special Purpose Parks	N/A	as needed

Since it is a priority to maintain equitable distribution of parkland we recommend that the City of Edgerton adopt these standards into their Unified Development Code. and enforce these standards with potential developers.

EXISTING SERVICE RADII

To illustrate how Edgerton is currently exceeding NRPA's service radii standards, this map is showing all types of parks at a 1/4 mile Park Radius. The Parks Master Plan recommended service radius is 1/2 mile for Neighborhood Parks and 3 miles for Community Parks.



- 1/4 MILE PARK RADIUS
- PARKS
- BARRIERS



Edgerton Kansas |

Parks + Connectivity

Connectivity

By evaluating the city's larger context in the county, the connectivity plan can ensure that Edgerton's park and trail system complements and connects to surrounding communities and park uses. A connectivity plan strives to connect neighborhoods to activity centers, parks, schools and public services with safe methods of travel that do not require a vehicle. Utility corridors offer connections as no other uses can be located in these easements. Additionally, stream corridors provide access. These corridors are often undeveloped due to the existence of the floodplain and are natural resources of wildlife and native vegetation. These corridors can not only be used to connect people to places, but are often very scenic and offer a pleasant recreational resource.

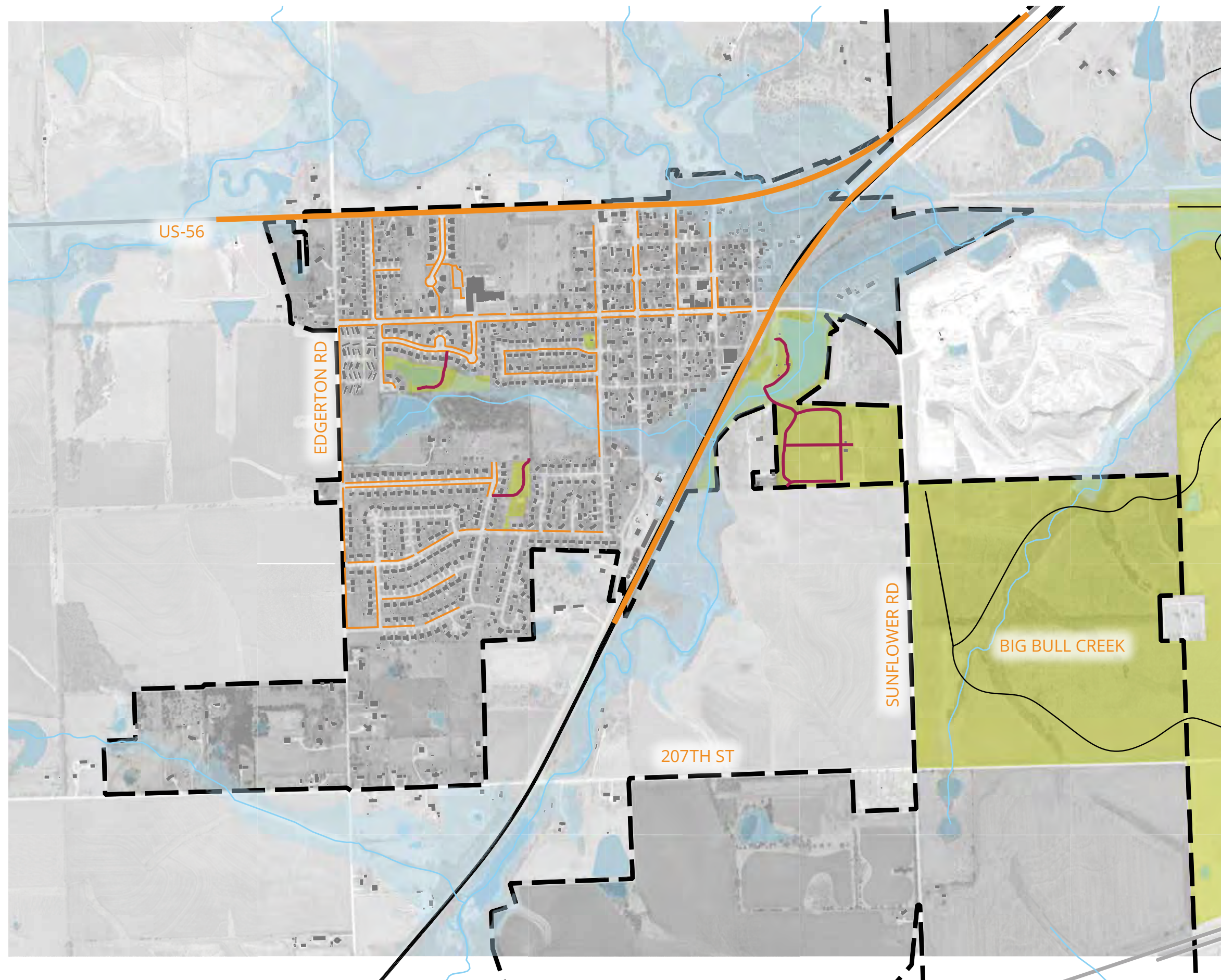
The City of Edgerton has two significant barriers. BNSF's Transcon railroad cuts the majority of the community off from Martin Creek Park and Edgerton Lake. This barrier creates wait times when trains are running and is a safety concern for pedestrians and bicycle traffic.

US-56 is another barrier but is located on the north boundary of the city. Expansion north is more difficult as floodplain issues are present, however, if development does occur north of US-56, safe crossing will need to be considered.

Big Bull Creek currently has plans to develop a portion of the trail system within the park. Connection to this regional amenity will only benefit the City of Edgerton's residents.

Currently Edgerton has 1.05 existing miles of trails. NRPA guidelines recommend 0.4 miles of trails per 1000 residents, Edgerton has 0.6 miles per 1000 residents. While Edgerton currently exceeds NRPA guidelines for trails, many of the trails in Edgerton are segmented and end abruptly. As the city continues to grow Edgerton should focus on improving the existing trails and connecting fragments. The Edgerton Park's Master Plan proposes 2.9 miles of trails within the city limits.

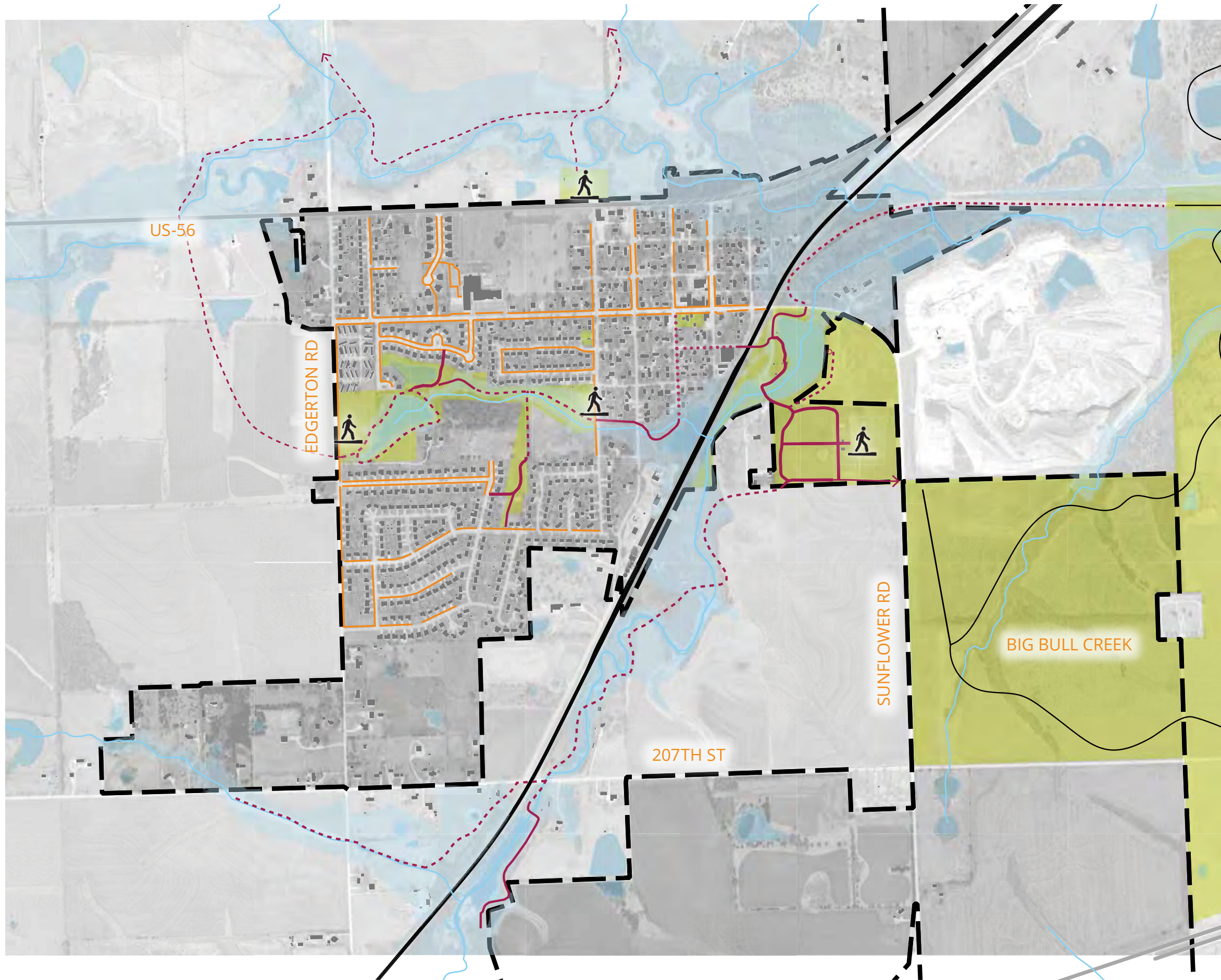
EXISTING CONNECTIVITY



- PARKS
- EDGERTON CITY LIMITS
- SIDEWALKS
- TRAILS IN CITY LIMITS
- BIG BULL CREEK TRAILS

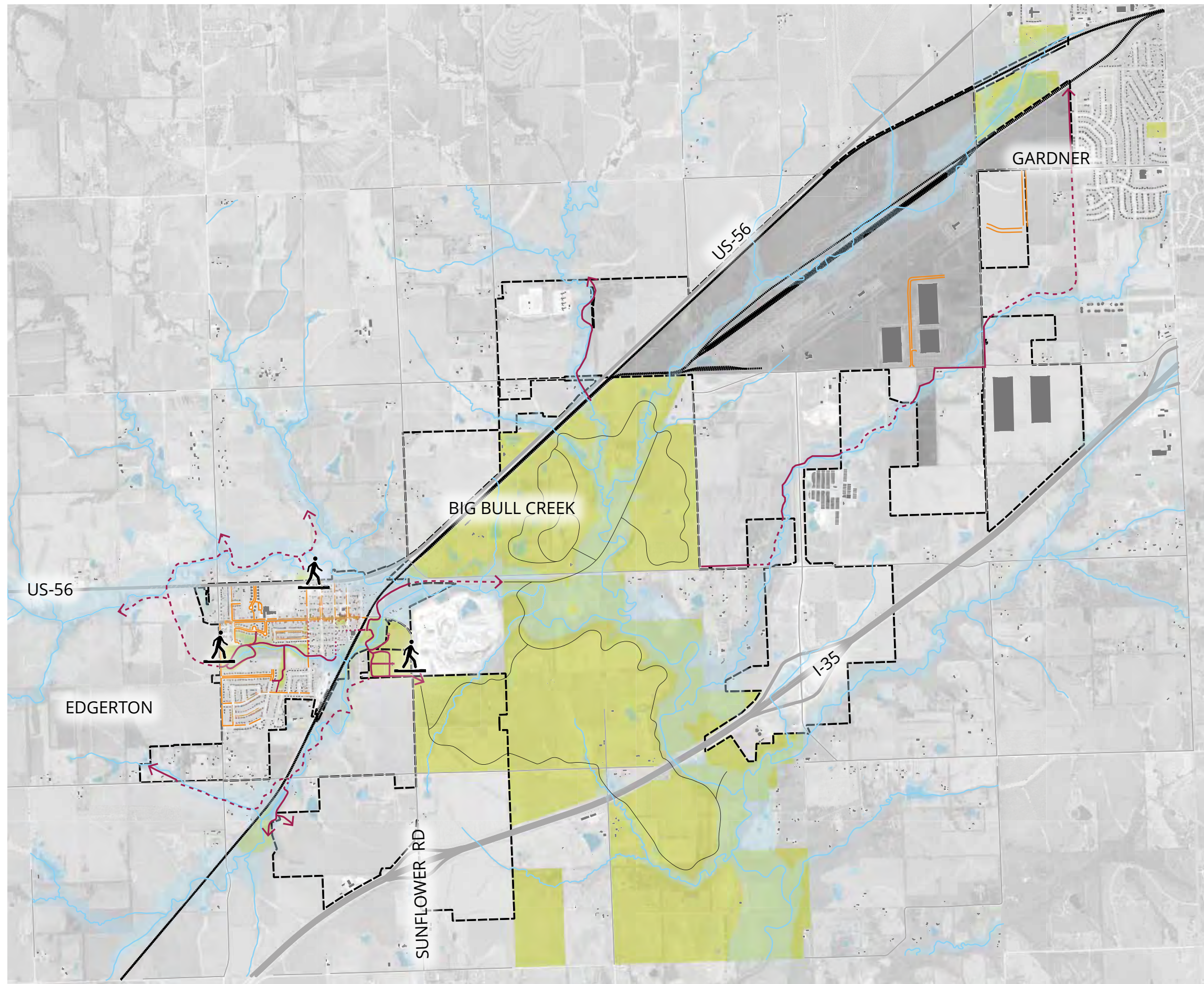



PROPOSED CONNECTIVITY



- PARKS
- EDGERTON CITY LIMITS
- SIDEWALKS
- TRAILS ON PROPERTY CURRENTLY OWNED BY CITY
- TRAILS ON PROPERTY CURRENTLY OWNED PRIVATELY
- BIG BULL CREEK TRAILS
- TRAIL HEADS

PROPOSED CONNECTIVITY | REGIONAL



- PARKS
- EDGERTON CITY LIMITS
- SIDEWALKS
- TRAILS IN CITY LIMITS
- TRAILS OUTSIDE CITY LIMITS
- BIG BULL CREEK TRAILS
-  TRAIL HEADS



Edgerton Kansas |

Level of Service Summary

Description

The following charts summarize the existing and proposed levels of service in the Edgerton Parks Master plan.

Level of Service Comparison Park Acres / 1000 Residents			
Current Edgerton Park Acreage	Comparable Cities Average Park Acreage	JCPRD 2020 Standard for Community Parks, Facilities and Neighborhood Parks Acreage	NRPA Standard for Park Acreage
26 acres / 1,000 residents	21 acres / 1000 residents	12 acres/ 1,000 residents	0 acres/ 1,000 residents

Field & Facilities Needs Summary			
Facility Type	Existing facilities or Acreage	NRPA Standard / population	Today's needs by NRPA Standards
Baseball/Softball Fields	2	1/5,000 - unlighted. 1/30,000 Lighted	Meets current pop.
Football/Soccer Field	1	1/20,000 - 1/10,000	Meets current pop.
Basketball Court	1.5	1/5,000	Meets current pop.
Tennis Court	2	1/2,000	Meets current pop.
Sand Volleyball	1	No Standard	N/A
Swimming Pool	0	1/20,000	Meets current pop.
Childrens Playground (city owned)	3	.38/1,000	Meets current pop.
Picnic Shelter	5	No Standard	N/A
Community Center	0	No Standard	N/A
Skate Park	1	No Standard	N/A
Facility Type	Existing Miles	Trails KC Recommendations / population	Today's needs by Trails KC Recommendations
Trails	0.6 miles/1,000	0.6 miles/1,000	Meets current pop.

Edgerton Park Land Summary						
Park Type	Edgerton Recommended Service Radius	NRPA Standard - Service radius	Existing Park Acres / Population	Edgerton Approved Park Acres/ Population	NRPA Standard Park Acres / Population	JCPRD Map 2020 - Recommended Park Acres / Population
Regional Park/Facilities	N/A	3-5 miles	N/A	N/A	5-10 acres/1,000	28 acres/1000
Community Park/Facilities	1/4 mile	1-3 miles	23.5	33	5-8 acres/1,000	12 acres / 1000
Neighborhood Parks	1/4 mile	1/4 - 1/2 mile	1.5	1.7	1-2 acres/1,000	
Linear Parks	1/4 mile	N/A	0	4.8	N/A	N/A
Special Purpose Parks	1/4 mile	N/A	0	2.2	N/A	N/A
Total			26 / 1000 residents	41.7 acres / 1000 residents	10 acres / 1,000 residents	40 acres / 1,000 residents

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Edgerton Kansas | Manor Park

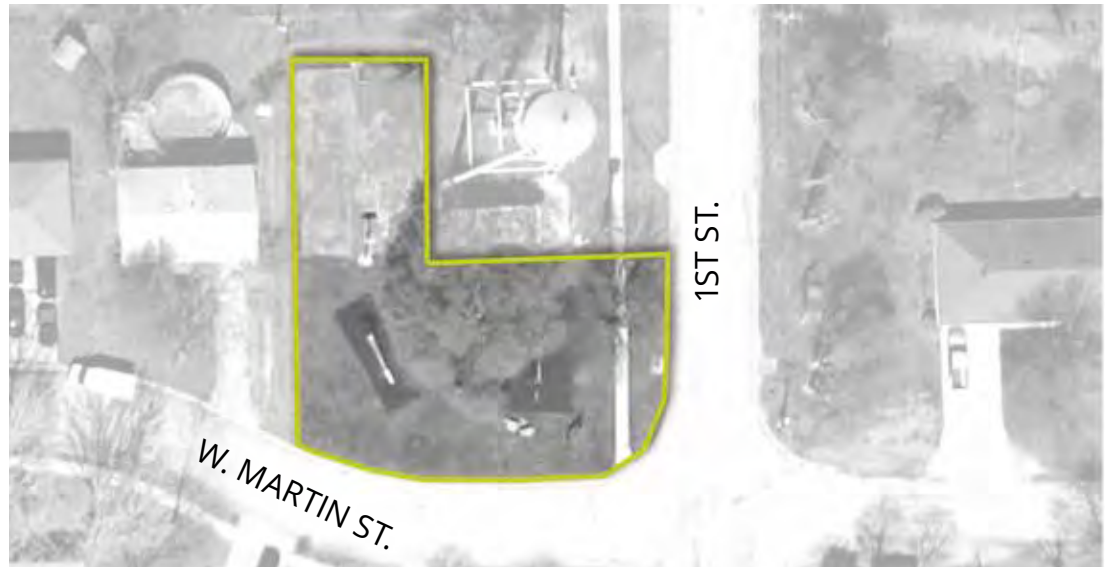


Figure 5.8 Manor Park - Location (Landworks Studio 2016)

Description

Manor Park is located near W. Martin St. and 1st St. The site is a .225 acre park owned by the city. A water tower and utility building with fencing breaks up the park. The park sits on a corner with residential surrounding all sides.



Figure 5.9 Manor Park - Existing Conditions (Landworks Studio 2016)

Site Analysis

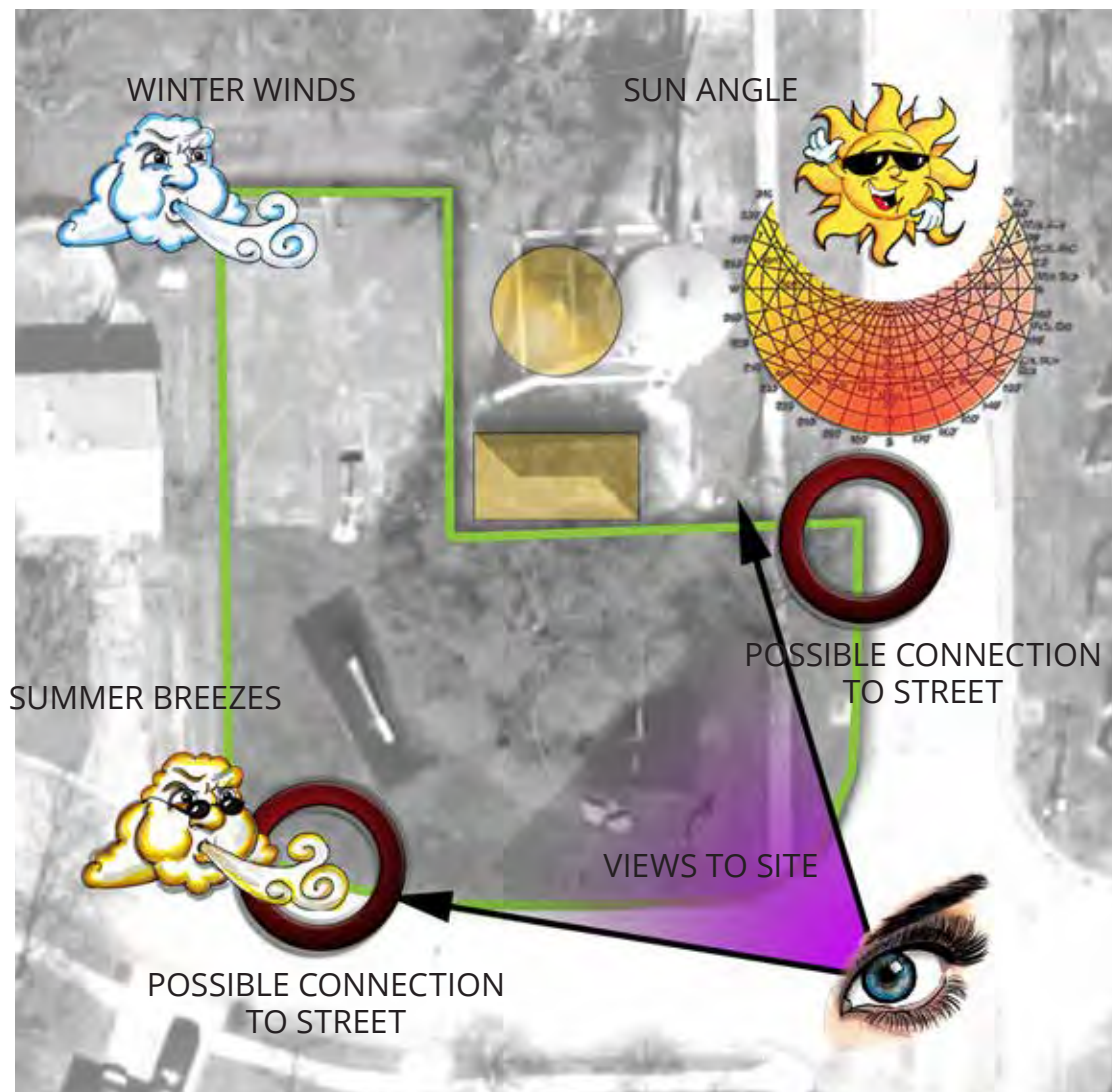


Figure 5.10 Manor Park - Site Analysis (Landworks Studio 2016)

Manor Park was updated in May of 2016. The park now includes a mounded hill slide, swings, climbing dome, stump jumpers, playground surfacing, a shelter, half court basketball, landscaping, and site furnishing.

Edgerton Kansas | Glendell Acres



Figure 5.13 Glendell Acres - Location (Landworks Studio 2016)

Description

Glendell Acres Park is located near Edgewood Drive and W. 3rd St. The site is a 2.15 acre park owned by the city. The park sits in the middle of a block with minimal street access. Residential housing surrounds the park except to the north which is currently undeveloped land.



Figure 5.14 Glendell Acres - Existing Conditions (Landworks Studio 2016)

Site Analysis

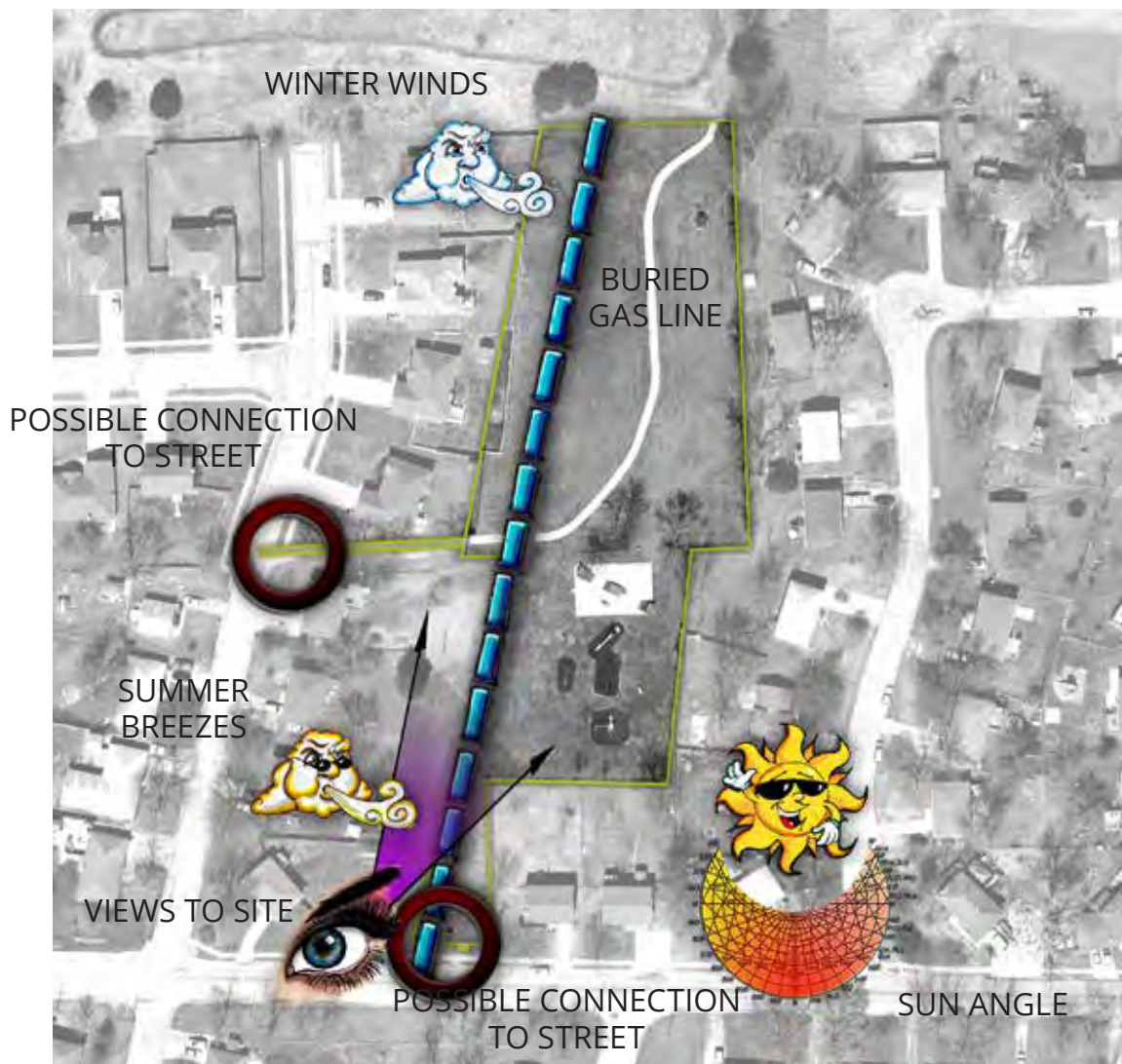


Figure 5.15 Glendell Acres - Site Analysis (Landworks Studio 2016)

Glendell Acres currently has skate park amenities, several pieces of playground equipment, and two mature trees. While the skate park is fairly well used, several residents and respondents to the survey commented on how the lack of visibility of the skate-park is an area of concern. The play equipment consists of a swing set and arched monkey bar. The playgrounds are not ADA accessible. There are four mature trees on site, however they create safety issues as they are directly under an overhead power line. The northern half of the site is frequently used for pick-up games or as an open lawn.

Edgerton Kansas | Bridgewater Lake



Figure 5.21 Bridgewater Lake

Description

Bridgewater Park is located near W. 8th St. and W. Meriwood Ln. Bridgewater is currently a 4.2 acre park with a small pond. South of Bridgewater is 20.6 acres of mostly undeveloped land zoned for single family surrounded by residential.

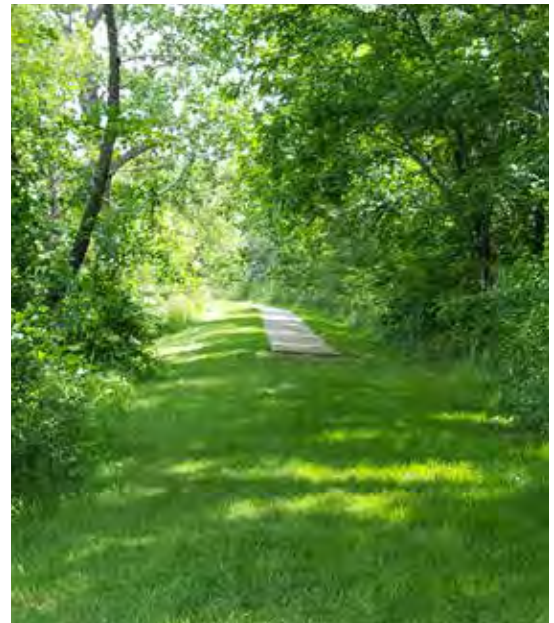


Figure 5.22 Bridgewater Lake - Existing Conditions (Landworks Studio 2016)

Site Analysis

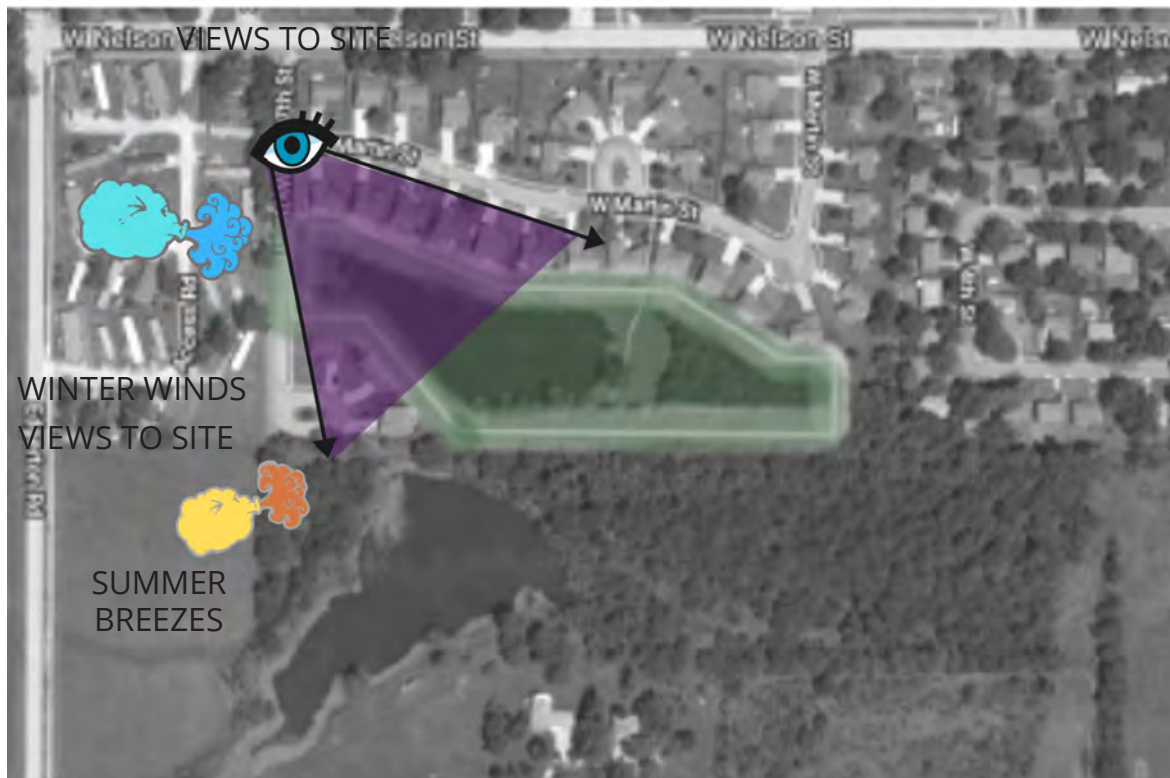


Figure 5.23 Bridgewater Lake - Site Analysis

The site is a mixture of existing parkland and undeveloped land held by private landowners. Currently access to Bridgewater Park is through an entry walk on private property on the north side. The walk is in good condition, however, it terminates abruptly without connecting to other paths or amenities. The lake is in fairly good condition however it may have some algae or sediment issues. The properties south of the existing park are largely undeveloped except for a single residence. A large lake sits near the eastern edge of the properties and a floodplain runs through the northern quarter of most of the properties.

Edgerton Kansas | Martin Creek



Figure 5.25 Martin Creek - Location (Landworks Studio 2016)

Description

Martin Creek Park is located near Sunflower Rd. and E. Nelson Street. Martin Creek Park would combine Edgerton Lake, a city owned park, with Martin Creek Park, a county owned park. The combined park would be 31.4 acres. The park is bounded by the railroad to the west. Nelson St. and Sunflower Road act as the north and east borders. The land south of the park property is currently farmland.



Figure 5.26 Martin Creek - Existing Conditions (Landworks Studio 2016)

Site Analysis

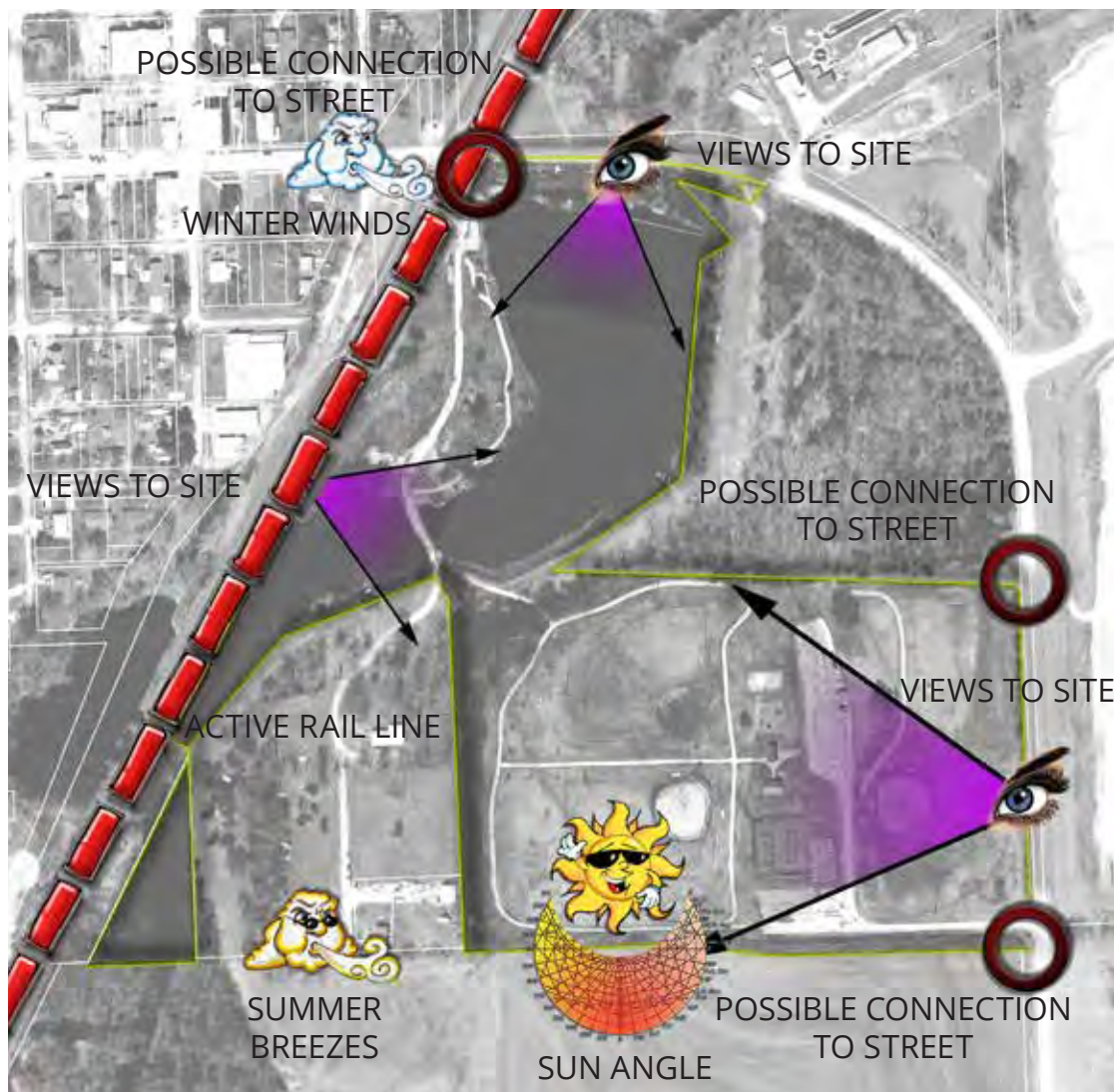


Figure 5.27 Martin Creek - Site Analysis (Landworks Studio 2016)

Martin Creek Park and Edgerton Lake are two of the largest parks in Edgerton city limits. Edgerton Lake focuses on passive activities like walking and fishing while Martin Creek focuses on more physical activities like sports fields and playgrounds. Edgerton Lake's largest amenity is the 5.5 acre lake. The park features a boat ramp and drainage way. The boat ramp is concrete but not ADA accessible. The drainage way has significant erosion at the edge and is contributing to the sedimentation of the lake. The dam needs vegetation control as well as a safety barrier. Martin Creek is home to two baseball fields, one soccer field, one sand volleyball court, one tennis court, and one playground. The softball fields are in decent condition but need fence rail protection, ADA seating, added infield material, and a replacement bat board. The soccer field is in fairly good condition.

Edgerton Kansas |

Martin Creek

The sand volleyball court needs a new commercial net, a border, and additional sand. The tennis courts have adequate fencing but are in otherwise poor condition. The courts have water damage, loose net posts, and uneven surfacing. The play equipment at Martin Creek is outdated. Surfacing is not sufficient for ADA standards and equipment fall zones are inadequate.

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Edgerton Kansas | Downtown Greenspace



Figure 5.30 Civic Center - Location (Landworks Studio 2016)

Description

The Greenspace is located near E. Nelson Street and E. 3rd Street in Edgerton's historic downtown. The .73 acre site is currently owned by the city. Residential property borders the south and west. The Bank of Knowledge Library borders the east.

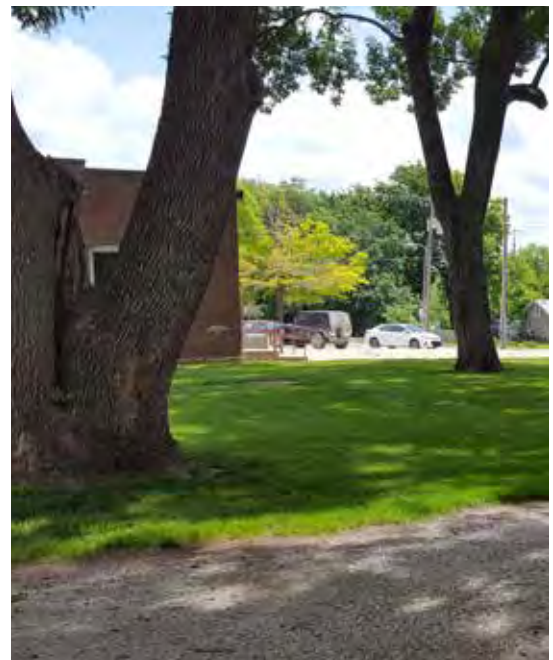


Figure 5.31 Civic Center - Existing Conditions (Landworks Studio 2016)

Site Analysis

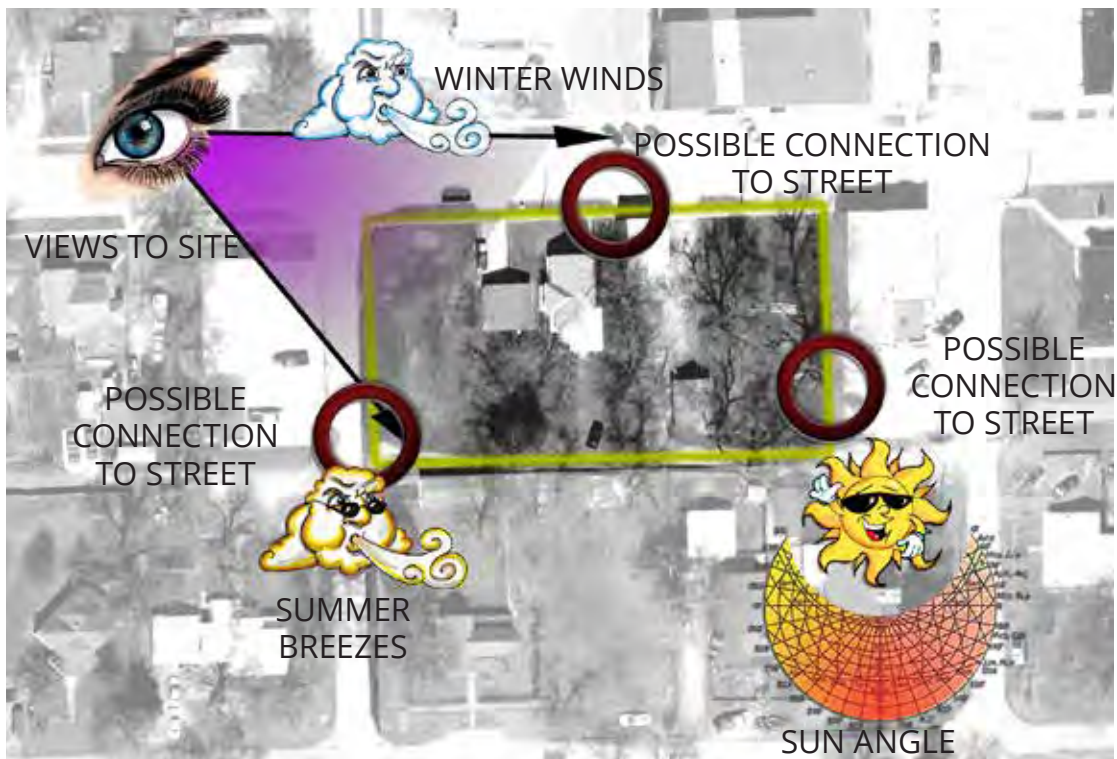


Figure 5.32 Civic Center - Site Analysis (Landworks Studio 2016)

The property is currently owned by the city. There are several structures on site as well. There are three to four large trees on site that provide established shade and character in Edgerton's downtown.

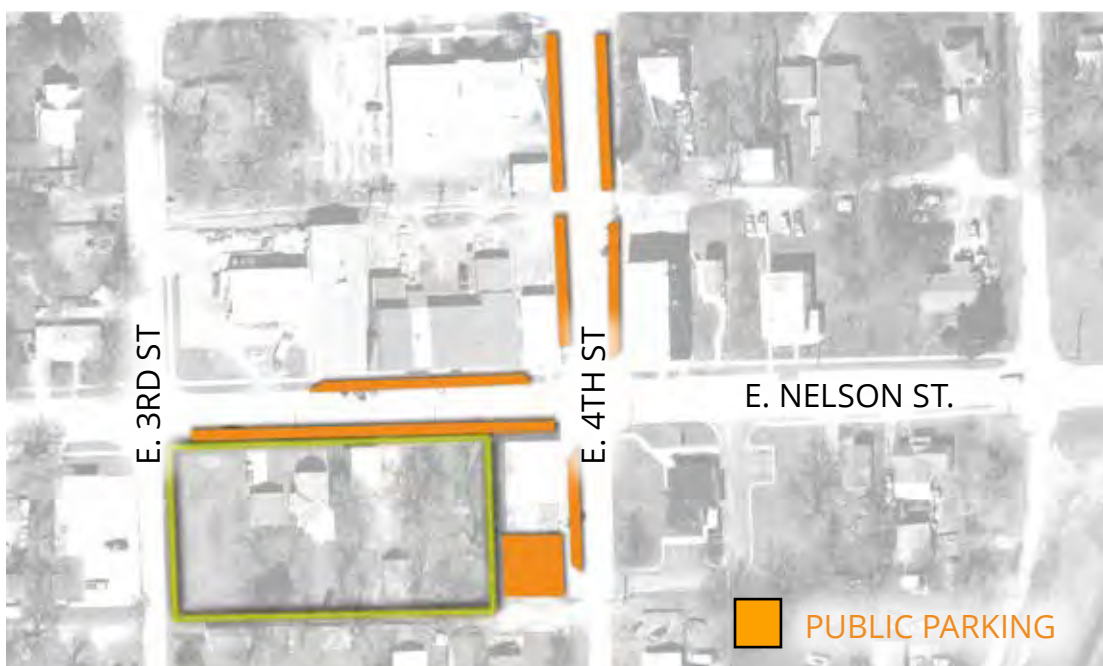


Figure 5.33 Civic Center - Existing Parking (Landworks Studio 2016)



Signage

Existing + Proposed Signs



Figure 6.1 Water Tower (City of Edgerton 2016)

Edgerton Kansas |

Signage

Park signage is an important component in a successful park system. By developing a consistent sign family, various signage types can identify each property as a city amenity, outline rules for use of the property, and direct users. Through the use of consistent colors and materials, parks can begin to develop an association with the city and generate an identity of their own. Signage is a relatively cost effective infrastructure improvement that yields immediate benefit by being very visible to the residents and visitors.

The importance of signage to a community is illustrated in the following points:

- + Sign of a healthy and vibrant community
- + Attractive for residents, visitors, businesses
- + Creates a connection to community and enhances quality of life
- + Demonstrates community stability and growth
- + Renews focus and energy of active citizens
- + Generates momentum for future projects

The benefits of community signage include:

- + Signage offers a health and safety component to the City of Edgerton by identifying facilities that need to be found in emergency instances or identify activities that park users need to be oriented in the outdoor environment.
- + By identifying parks and trail heads, residents are reminded of the outdoor recreational opportunities within their community, and visitors see these locations as a priority to the residents.
- + Signage illustrates Edgerton's identity in a key architectural component.
- + Signage generates community pride.
- + Signage can act as the community's "host" by sending the message, "we're glad you're here!"

Existing Signage

The current signage in Edgerton Parks is insufficient. Current signage lacks crucial safety information, is easily vulnerable to vandalism, and does not include the City's logo or branding.



Figure 6.2 Existing Signage (Landworks Studio 2016)

Proposed Sign Types

When developing any type of signage, it is imperative that considerations are made for building on the previously established brand for the City of Edgerton. Park signage must emphasize consistency in architectural style and character, colors, materials, and font/lettering. The following sign types have been developed to allow maximum flexibility depending on the park's size and the needs for each location. The following is a description outlining the intent and purpose for each sign type.

Identity Monuments

Identity monuments have been designed to indicate the entrance or location of park amenities. The master plan illustrates two designs for identity monuments. Primary identity monuments are larger in scale for larger parks or more prominent locations within a park. Secondary identity monuments are designed for more intimate spaces and locations where a primary monument would be overwhelming.

Encouraging the use of identity monuments for parks, trails, and city buildings will help create a unified look for the Edgerton community as well as provide an established design option for new private developments to compliment.

Edgerton Kansas |

Signage

Identity Monuments | Primary

The primary monument will be most useful for parks classified as a community park and larger. This sign's scale and proportion is best suited for properties like Edgerton Lake and Martin Creek and for community facilities like a civic center or aquatic facility. Primary identity monuments should be visible from multiple directions and should be built with an identical front and back. Landscaping and lighting should be placed around each primary identity monument.

Identity Monuments | Secondary

Secondary identity monuments have been designed for neighborhood parks and for locations within a larger park property where identification of a specific amenity may be desired within the park or for a secondary entrance to a larger park property. These signs are designed to be viewed from the front only. Some landscaping should accompany this sign but lighting may not necessary.

Kiosk/Informational Signage

Kiosks are intended to offer specific information about a particular park, allow for rules of engagement to be posted, advertise special park events and/or offer park contact information in the event a park needs attention. Kiosks can also include the addition of a map, either of the park system, the trail system or a specific park plan. Maps can be useful for park patrons to understand where they are within a park or within the city. It is recommended that if a map is to be used for the trail system or for a particular park, that a specific design is generated for legibility and for consistency with the City's brand. The development of icons can also be very helpful when communicating with the public via signage.

Trail Markers

Trail markers are used along trails that circulate internally in a park property and for trails that traverse the City's park system. Markers can be used to differentiate city property from private property. Markers can also be used to indicate distance when a specific starting point is identified or can have measurements on them, if multiple starting points exist.

Proposed Sign Families

The City of Edgerton has already developed a strong and recognizable brand. This plan offers two different sign family concepts for use in various locations throughout the city. A sign family is a collection of sign types utilizing the same materials, style, and color. The idea is that a variety of needs and purposes influence the size and shape of the sign, but that consistency allows the signs to be easily recognized as identifying an amenity or facility belonging to the City of Edgerton's parks system.

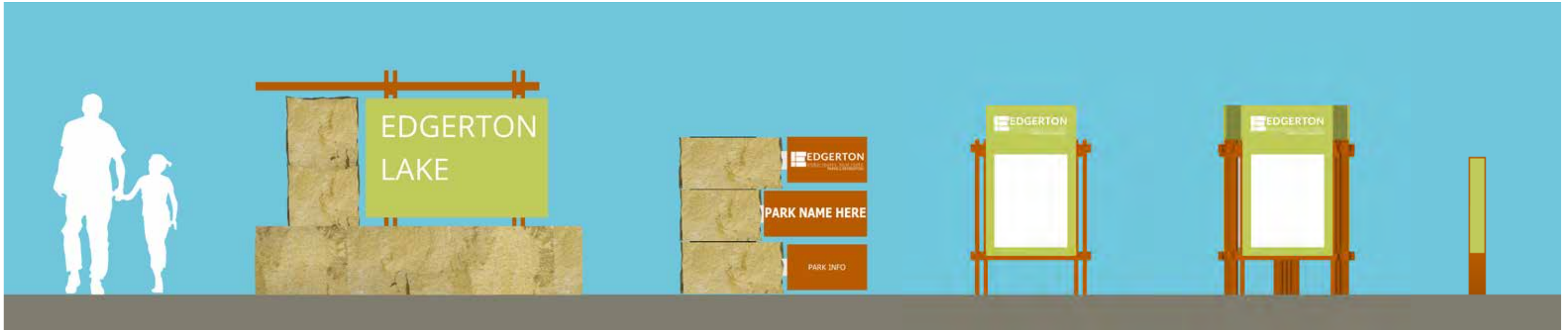
In both options, the "E" is graphically represented and was used as the basis of design.

Type A

This option utilizes stone and colors found in nature to blend into the park surroundings throughout the city. The combination of materials, colors, and textures create a feeling of the outdoors and natural settings. It is anticipated this option will be used for the park properties located throughout the city.

Type B

This more modern sign package features the use of the city's branding color. The clean lines, the use of the color grey and the metal mesh material have a more industrial feel. This sign family would be best showcased when used near industrial properties further from the city center.



Type A
Residential Use

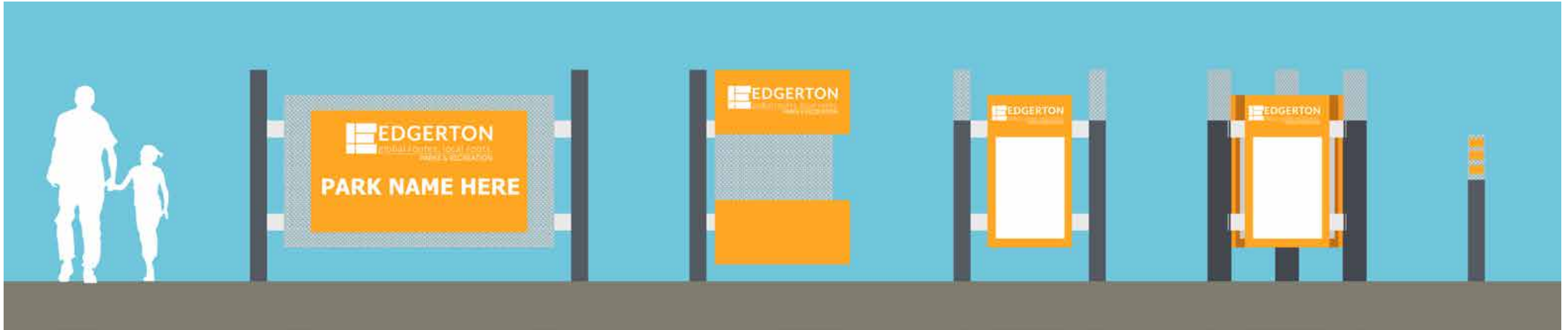
Identity Monuments | Primary

Identity Monuments |
Secondary

Informational Sign

Kiosk Sign

Trail Marker



Type B
Commercial +
Industrial Use

Identity Monuments | Primary

Identity Monuments |
Secondary

Informational Sign

Kiosk Sign

Trail Marker

Figure 6.3 Proposed Signage (Landworks Studio 2016)

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Moving Forward

Summary of Findings,
Recommendations, + Funding



Figure 7.1 Trees at Sunset (Wilkinson 2016)

Edgerton Kansas |

Moving Forward

Summary of Findings

The Edgerton Parks Master Plan helps chart a strong course for the preservation and development of parks in Edgerton, Kansas. Below are brief summaries of the most significant information.

A Closer Look at the Community

We heard four common themes throughout the public engagement process. Edgerton expressed interest in a more developed trail system, a civic center, aquatic facilities, and improved maintenance standards.

Trails

Residents expressed significant interest in improving the trail system and walkability in Edgerton. The primary concerns were lack of connectivity and accessibility. Residents commented on trails or walks that abruptly stop requiring residents to walk in the road. Residents also expressed that few trails offer even surfacing which makes the routes challenging for individuals with limited mobility. The City should focus on improving the quantity, quality, and variety of trails and walks in Edgerton.

Civic Center

Residents were also interested in a facility to host small events and meetings for local groups. Currently, most events are held at the elementary school or city hall. The Parks Master Plan should include plans for a civic building for residents to gather affordably. The civic center should also serve as a storm shelter for the community. Inclement weather often sweeps through the area quickly and a civic building could offer refuge to nearby residents.

Aquatic Facilities

Currently most residents travel to Gardner or Wellsville if they want to use aquatic facilities. Gardner is six miles away and has a water play area, lazy river, multiple water slides, float-able walk, climbing nets, spray grounds, and a tot pool. Wellsville is eight miles away and has a pool, diving board, and baby pool. Aquatic facilities can be costly to construct and operate. A study should be done to determine the programming needs and economic feasibility of a new aquatic facility in Edgerton's city limits which could be a scalable amenity that could meet the City's size and budget.

Maintenance

Current park maintenance operations are managed by one full time employee with the direction and assistance of the Parks and Recreation Coordinator. However, residents of Edgerton indicated that they would like to see parks receive a higher level of maintenance. A higher level of maintenance could include better quality amenities, equipment, facilities, grounds, and reduced vandalism, and more preventative care regimens. The City should evaluate current maintenance practices and suggest strategies to improve the parks and recreation system.

Community Comparison

Based upon the community comparison data study as well as the community input sessions, the design team identified three conclusions about the community.

1. Edgerton has already exceeded both the NRPA standard of 10 acres of parkland per 1000 residents and Johnson County's recommendation of 12 acres of parkland per 1000 residents. While Edgerton may not have current needs for additional parkland in the forms of Neighborhood Parks and Community Parks, Edgerton should consider acquiring additional property in the form of linear parks. This will allow for better connectivity throughout the Parks system and the City.
2. Despite a desire for an aquatic facility Edgerton does not currently have sufficient resources to support a pool. With Edgerton's proximity to nearby communities' pools it is unlikely that a pool in Edgerton would be effective in generating significant memberships or able to maintain a consistent staff of qualified life guards. However, a scalable aquatic facility to meet Edgerton's size and budget is recommended as the community grows.
3. To achieve higher levels of park maintenance we suggest that the city should complete a staffing study. Edgerton has fewer park staff per resident than other communities, based on NRPA standards. Edgerton staff maintains far more acres per staff member than comparable communities.

Edgerton Kansas | Moving Forward

Park System

Park Type

Parks are classified into various categories based on size, use and the types of facilities that exist within the park. The City of Edgerton provides various park and recreational opportunities but does not currently offer parks in all classifications. Of the five park types (neighborhood, community, regional, linear parks/linkages, and special purpose parks), Edgerton's parks can only be classified as neighborhood, community, and regional. A diverse system of park types helps ensure that a variety of experiences are provided for residents and visitors and that needs are met within reasonable proximity.

Level of Service

Currently, most of Edgerton's residents are in a quarter mile radius of a park. As the city continues to develop it is important to continue to maintain park accessibility. We recommend adopting the following service radii based on park type.

Service Radius by mile

Park Type	NRPA Standard Service Radius	Master Plan - Recommend Service Radius
Regional Park/Facilities	3-5	N/A
Community Park/Facilities	1-3	3
Neighborhood Parks	N/A	1/2 mile
Linear Parks	N/A	connectivity as priority
Special Purpose Parks	N/A	as needed

Connectivity

Edgerton currently exceeds NRPA guidelines for trails, many of the trails in Edgerton are segmented and end abruptly. As the city continues to grow Edgerton should focus on improving the existing trails and connecting fragments.

Signage

The current signage in Edgerton parks is insufficient. Current signage lacks crucial safety information, is easily vulnerable to vandalism, and lacks the necessary aesthetic for community identity.

The proposed signage includes two sign family concepts. Type A is primarily for parks in a residential context. This option utilizes stone and colors found in nature to blend into the park surroundings throughout the city. The combination of materials, colors and textures evoke a feeling of the outdoors and natural settings. Type B is primarily for commercial or industrial contexts. This more modern sign package features the use of the city's branding color. The clean lines, the use of the color gray and the metal mesh material have a more industrial feel.



Edgerton Kansas |

Moving Forward

Recommendations

After taking in all the information and discussing results with the governing body we recommend the following issues as priorities for the City of Edgerton

- + Design + construction of civic center
- + Increase network of linear parks and trails
- + Prioritize improvements to existing parks

Civic Center

Based on the community survey, feedback and observations, there is a need to have a community facility to offer a place for meetings, community events, a sports court, and space for a variety of recreational activities. A storm shelter is also a desired amenity for residents.

Based on the number of residents in the community, the master plan recommends a civic center to be located in downtown. A civic center near City Hall and the Bank of Knowledge begins to generate a synergy for downtown Edgerton. Currently, the Greenspace adjacent to City Hall offers enough space for both indoor and outdoor civic activities. The property is the venue for outdoor movies and community events during the warmer months. The master plan recommends improving the infrastructure to better support these activities. A combination of manicured turf, landscaping and hardscape, art placement and the addition of a spray park will be an asset for which the community can be proud. It is likely that this location would not require the city to allocate additional space for parking. On-street parking and the use of other city-owned parking lots would likely accommodate necessary parking.

Next Step

The parks master plan recommends an additional study to determine specific programming needs and space requirements.

Linear Parks + Trails

Overall, Edgerton should consider streambank setbacks/easements to provide for trail development throughout the community. Stream corridors, in combination with the road network, offers the ability to be connected throughout the community. The City might consider a standard roadway section that provides a 8'-10' trail or a minimum of 5' wide sidewalk on one or both sides of the road as the street network is improved or replaced.

Imperative to Edgerton's community connectivity is the need to safely cross the railroad tracks separating the majority of the residential neighborhoods from Edgerton Lake, Martin Creek Park and the future Big Bull Creek Park.

Linear Parks + Trails | Types

There are a variety of trail types possible throughout the community. The most preferred by users are off-road bike paths. These types of trails provide the safest and often the most scenic transportation route. These types of trails are typically utilized by the more recreational user, however, if the trail is a minimum of 10', both transportation users and recreational users can share the path. These types of trails are often found on utility or streambank easements or abandoned railroad corridors.

Bike lanes refer to designated lanes painted on the roadway. These are most often utilized by those bicyclists traveling from a specific point with a clear destination in mind. The minimum width of this type of facility is 5'-6'. The users of on-street bike lanes must understand and follow the rules of the road to be safe. This type of bike lane is best reserved for the experienced rider. These facilities are typically marked with pavement marking and signed along the roadway, as well.

Bike paths are facilities located within road rights-of-way but are not on the vehicular paving surface. This type of facility is more typically viewed as a wide sidewalk and can accommodate all types of users. The width for this type of bike path is typically 8' – 10' for multi-modes of transportation. These are some of the easier facilities to construct, where space is available. In many cases, existing sidewalk only needs widened to accommodate bike paths.

Edgerton Kansas | Moving Forward

Linear Parks + Trails | Materials

As trails are developed, it is important to consider ADA compliance. It is necessary to ensure that all individuals can utilize the network of trails for recreation and transportation. The most common ADA compliant materials for trails are concrete and asphalt. Crushed stone can be used for some trails, depending on the funding mechanism for the trail. If the trail is funded through KDOT, concrete or asphalt must be used.

When choosing a surface for your trail, consider the following:

- + User acceptance and satisfaction
- + Accessibility
- + Cost to purchase and install materials
- + Cost of maintaining the surface
- + Life expectancy
- + Availability of material

Concrete trails are typically the most durable. Maintenance on trails along stream corridors can be cleaned with small equipment, such as a front-end loader. In addition, as long as trucks can access trail segments, concrete trails can be poured in most areas. Depending on the price of oil, concrete can sometimes be less costly than asphalt. Not all users prefer concrete, however. The jointing pattern can be disruptive to bicycles, strollers and in-line skaters and some runners prefer a surface that is more forgiving. Concrete can remain in acceptable condition for 20 years before replacement needs considered.

Asphalt trails are often most preferred by runners. The asphalt paths blend into the environment in natural settings and curves can be easily laid with machines, as long as there is adequate space. Asphalt may be less costly than concrete depending on the price of oil. The downside to asphalt is that the edges tend to unravel over time, especially in areas where the surface comes into contact with water consistently. Asphalt trails require a more frequent inspection and replacement plan, although will last longer with heavier use. Typical life expectancy for asphalt is 7-15 years.

Crushed stone trails are acceptable for some trail connections and for more natural trails. Crushed stone trails are the least expensive to build but are also the least accessible for users and require continual inspection and maintenance to ensure accessibility. Snow removal is difficult on crushed stone trails.

Add alternate bidding for concrete and asphalt can be used when there is no preference for material surfacing. This allows the City to receive the best pricing.

Linear Parks + Trails | Maintenance

Regardless of construction material, trails should be inspected annually for any maintenance issues that may arise. If trails have consistent users, citizens can file reports of maintenance issues. A contact number for patrons to use in this event can be placed on trail signage.

Trail widths can vary depending on location, function and funding source. Kansas Department of Transportation recommends 12' wide trails to accommodate multi-use. This width requires bollards near roadways to ensure the trail is not used by motorized vehicles. For most parks and corridors, 8'-10' wide trails are adequate. In some cases where property is limited or for connections anticipated to have mostly pedestrian traffic, 6' wide is acceptable.

As trails are constructed, it is recommended to include appropriate signage and amenities. Lighting is best limited to trailheads for security only. Trails are an extension of the parks and the recommended use is from dawn to dusk. While there are no standards for placement of benches and trash receptacles, these amenities are best located at trailheads and designed into each project where these amenities can be easily accessed for maintenance and where they would be most utilized.

Improvements to Existing Parks

By comparing Edgerton to similar communities and then comparing it to national and county standards, Edgerton proves to have enough parkland to meet its current population's needs. However, improved park maintenance and amenities was consistently one of the highest citizen priorities. For this reason it is recommended that the City of Edgerton focus its efforts on improving the conditions of existing parks rather than acquiring large tracts of future park land.

Edgerton Kansas | Moving Forward

Additional Studies

Edgerton has a lot of great resources and momentum. The following additional studies are recommended to continue the advancement of the parks master plan:

- + Community Center/Aquatic Facility Study
- + Civic Center Building Programming Study
- + Economic Park Impact Study
- + Trail Master Plan
- + Downtown Master Plan
- + Staffing Study
- + Signage Master Plan

Funding

This vision will be a framework for the City of Edgerton to use and develop as funding sources become available. This plan also serves as a catalyst to financial resources through grants and potential revenue sources outside of the city's budget.

This section lists very specific actions that can be taken to achieve the goals set out in this plan. The list is not intended to be exhaustive nor is the intention that all items will be executed, but the options are outlined for consideration both now and as the community grows. Funding and maintenance are key to implementing any improvements and meeting public expectations. Often times it is recommended, if funding is not available to meet all goals, to purchase future needed park land ahead of development before spending available funds to develop existing park property. Land is often less expensive if development has not yet reached the desired park property. Proper planning can save future dollars; however, community input on this issue may be necessary to negate public criticism.

Funding resources are organized into two categories: current funding resources and alternative funding resources. Current funding resources reflect practices currently being used or developed by the City of Edgerton. Alternative funding sources represent recommended funding outlets that are not currently being utilized.

Current Funding Resources | Develop and Maintain Capital Improvements Plan (CIP)

The City of Edgerton has a five year CIP program. Park projects are currently included in CIP initiatives. We recommend prioritizing projects based on compatibility with the biennial citizens' survey, compatibility with parks master plan, and funding availability.

Current Funding Resources | Park Impact Fees

New residential and commercial developments require not only park and open space, but also roads, water and sewer infrastructure, and schools. Traditionally, these costs are financed by property taxes, however, property taxes can prove inadequate to fund all the necessary infrastructure. Although impact fees are not universally accepted, they can be a reasonable and fair way to fund needed projects. Impact fees are paid by the new development or users requiring the needed infrastructure, not the existing residents.

According to a study by Arthur C. Nelson and Mitch Moody titled “Paying for Prosperity: Impact Fees and Job Growth”, impact fees will continue to cause discussion, however, research shows that impact fees are a practical and valuable tool for financing local infrastructure needs. Growing communities may not be able to sustain growth without them. Nelson and Moody state, “Impact fees can directly fund vital infrastructure improvements, while increasing the supply of build-able land, improving predictability in the development process, and indirectly promoting local employment at the same time. Faced with the growing demand for investment and the public resistance to tax increases, localities in growing regions that institute impact fees may become more prosperous in the long run than communities in such regions that do not have them.”

Edgerton currently has the following park impact fees:

- + Residential: \$300 per unit
- + Commercial: \$0.08 per square foot of building
- + Industrial: \$0.08 per square foot of building

Current Funding Resources | Transient Guest Tax

Edgerton currently has a transient guest tax. Transient taxes help support tourism and conventions. In Edgerton the transient guest tax is 6%. This tax is paid by guests for sleeping accommodations, or services provided through hotel, motel, or tourist courts. With approval from the Governing Body, the revenues may be used to fund economic development activities, promotion of tourism and conventions, marketing efforts for the city, and community events or celebrations held in Edgerton.

Edgerton Kansas |

Moving Forward

Current Funding Resources | User Fees

Other opportunities for increased park revenue include user fees. Currently Edgerton waives fees for athletic fields and shelters. The City does charge \$20 per hour for lighting. As park improvements are completed and the value of the amenities rises, users or citizens may be charged a small fee. In addition, if services are offered to registrants who are not residents, fees could be higher for those individuals.

Rental fees and concessions are other revenue sources. If a park shelter is an appropriate location for a wedding reception or family reunion, a fee for using a clean and maintained facility is reasonable.

Alternative Funding Resources | Tax

- + Dedicate sales tax for park development
- + Traditional Funding - Increase Mill Levy or Property Tax
- + Dedicate specific portion of General Capital Improvements to parks
- + Sales of concession items at public events

Alternative Funding Resources | Ensure Development Standards / Land Planning Concepts are Established

- + Develop strategies for purchase or donation of appropriate park property. Development standards in zoning and subdivision regulations may require a certain percentage of land be donated for park purposes, or cash in lieu of land, may be accepted. Proper planning can require easements for recreational trails and/or property that should remain open for public use.
- + Where land is not suitable for residential or commercial development, the City may offer incentives and allow a donation of property for park purposes. This may occur in flood prone areas, areas with overhead or underground utilities or heavily wooded land where clearing would be cost prohibitive. A caution when establishing these relationships includes ensuring the property meets the goals and standards set forth in this plan. If land is not well-suited for park development, it is only additional land to maintain and will decrease funding available for more appropriate projects.

Alternative Funding Resources | Develop a Partnership with Health and Wellness Institutions

- + Create a community health and wellness committee that can work to create, develop, promote, and execute activities and events which provide opportunities to enhance physical, social, and spiritual well-being.
- + Develop a corporate / business and non-profit sponsorship program through the committee that can provide monetary resources to promote and sponsor activities and events.

Alternative Funding Resources | Create a “Friends of Edgerton Parks and Recreation” as a Non-Profit Organization

- + Utilize the Friends group to recruit, organize and train volunteers.
- + Develop an “adopt an area” or park facility program so that service organizations can supplement routine city maintenance and restoration efforts.
- + Investigate the use of crowd source funding of various projects and activities sponsored by the “Friends” group.
- + Consider partnering with a community service group

Alternative Funding Resources | Grants

As with all funding that requires governmental action, not all programs are funded by lawmakers every year. Checking with each agency prior to the completion of an application is essential.

A common element in many of these programs is the desire to assist smaller communities in accomplishing projects that otherwise would not be funded. These organizations do support larger communities with projects, but focus on spreading the available funding statewide.

The Land and Water Conservation Fund is a program administered through the Kansas Department of Wildlife and Parks. The program encourages communities to improve outdoor recreational opportunities and amenities. The KDW&P, through this program, supports activities that bring people outside and also appreciates projects that educate the public on Kansas’ natural resources.

The Recreational Trails Program is also a program granted through the Kansas Department of Wildlife and Parks. As the name implies, this program partially funds trail and support facilities for trail projects, including signage, land purchase, paving for ADA accessible trails, restrooms and parking. This program is different from the Kansas Department of Transportation’s programs as connectivity to other facilities is not a requirement. This grant supports recreational trails for leisure enjoyment, not necessarily to get from one place to another.

Edgerton Kansas |

Moving Forward

The Fixing America's Surface Transportation (FAST) Act, formerly the Transportation Alternatives Program (TAP), is a set-aside of funds under the Surface Transportation Block Grant Program. The Federal Highway Administration (FHWA) refers to these funds as the TA Set-Aside. "The TA Set-Aside authorizes funding for programs and projects defined as transportation alternatives, including on- and off-road pedestrian and bicycle facilities, infrastructure projects for improving non-driver access to public transportation and enhanced mobility, community improvement activities such as historic preservation and vegetation management, and environmental mitigation related to stormwater and habitat connectivity; recreational trail projects; safe routes to school projects; and projects for planning, designing, or constructing boulevards and other roadways largely in the right-of-way of former divided highways." – US Dept. of Transportation/Federal Highway Administration. This federal funding is administered through the Kansas Department of Transportation.

Community Development Block Grants are administered through the Kansas Department of Commerce. This is a program that is funded through an annual appropriation from the U.S. Department of Housing and Urban Development. There are many options for this program depending on a community's particular need. Water and sewer projects, housing rehabilitation or neighborhood development and the most applicable, community facility applications are considered. The CDB funding may require a consultant or paid city staff person to oversee the application and improvement process. Applications for community facilities are accepted the first part of November each year.

The Sunflower Foundation Grant is dedicated to improving the health and well-being of all Kansans through improved access to affordable and quality health care, promotion of healthy lifestyles, and prevention efforts. "We envision our roles as a catalyst and, therefore, look to support programs that are innovative and have the potential to affect change at a systems level. But our interest is in more than just funding projects; we want the programs of our grantees to succeed and to have a positive impact on the health of Kansans" (Sunflower Foundation, 2016). The Sunflower Foundation provides opportunities for funding through multiple strategies, including requests for proposals, foundation initiatives and special projects.

Conclusion

The City of Edgerton has never been in a better position to advance park and recreational activities for the value and benefit of current and future residents. This plan provides the direction necessary to confidently move forward knowing the investment of resources is being utilized prudently and is supported by the community.



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Appendix



Figure 9.1 Dusk Path (Sheldon 2016)

Appendix A |

Park Type Design Guidelines

Park type design guidelines are suggestions for what acreage, connectivity, and amenities are appropriate for neighborhood and linear parks. Design guidelines are outlined for these types of parks because it is most likely that neighborhood and linear parks will be needed as development expands. It is our intention that these design guidelines serve as recommendations for the governing body to consider as they craft language for the Unified Development Code.

Neighborhood Park

A neighborhood park should provide the foundation for recreation by serving one large or several smaller neighborhoods. Ideally, neighborhood parks provide facilities and recreation space for the entire family and are within easy walking or bicycling distance of the people they serve.

Acreage

Neighborhood parks are typically between 1-2 acres. At least half of this land should be developable. Governing body will grant final approval of site selection per UDC.

Connectivity

All parks should connect to the trail or sidewalk system in Edgerton. Park entry should be visible and accessible from public streets.

Amenities

Below is a possible list of amenities that should be included in the neighborhood park. Governing body will grant final approval of amenities per UDC.

Landscaping

- + Shade Trees
- + Turf Grass
- + Vegetative Screening of Utilities
- + Native Vegetation Areas

Active Elements

- + Playground
- + Fitness Equipment
- + Play Features

Signage

- + Park Signage
- + Trailhead Signage

Site Furnishings

- + Benches, Picnic Tables, Trash Receptacles, Etc.

Linear Parks

Linear parks are open areas that generally follow natural or man-made features that are linear in nature, such as creeks, streets, abandoned railroad rights-of-way, power line corridors, or utility corridor easements. Linear parks are also appropriate to facilitate pedestrian and bicycle travel. These parks can serve to link or connect other parks in the local system, as well as schools, neighborhood shopping, libraries, and other major destinations. In addition, linear parks provide buffers along waterways to control erosion and pollution while providing corridors for wildlife to travel safely through developed areas.

Acreage

The functionality of these spaces depends on how they are connected to context. For this reason there should not be a minimum acreage.

Connectivity

The most important component of linear parks is how well they connect into the whole system. There should not be abrupt dead-ends that terminate without connecting to a park or sidewalk system. If it is not possible to connect into an existing trail system the proposed linear park should form a loop.

Amenities

Below is a possible list of amenities that should be included along linear parks. Governing body will grant final approval of amenities per UDC. For specific linear park and trail types, materials, and maintenance please see the recommendations section in the Moving Forward Chapter.

Landscaping

- + Shade Trees
- + Landscape Buffers
- + Native Vegetation Areas

Signage

- + Trailhead Signage
- + Trail Mileage Markers

Site Furnishings

- + Benches, Trash Receptacles



City Council Action Item

Council Meeting Date: November 12, 2020

Department: Administration

Agenda Item: Consider 2021 Funding Recommendations for the Human Service Fund

Background/Description of Item:

During the annual budget process for 2021, Edgerton City Council approved an allocation of \$2,000 to United Community Services for the Human Service Fund. The Human Service Fund agreement gives participating jurisdictions the authority and responsibility for determining allocations from this fund. Enclosed is the 2021 Human Service Fund Recommendations Report for review. As a participating jurisdiction, Edgerton City Council has been asked to review and approval the funding recommendations no later than December 22, 2020.

The Human Service Fund offers local governments a cost-efficient, accountable mechanism to support an array of services that help residents of every city and township who are facing difficult circumstances. Funding is awarded to local nonprofit agencies which provide vital programs that meet the needs of Johnson County residents who live with income at or near the federal poverty level. Priority is given to programs that address child care, job training, emergency aid and shelter, child/adult abuse, child welfare, and health care. (See appendix B for funding guidelines.) Agencies recommended for grants demonstrate positive outcomes and are working collaboratively with others in the community.

Last year programs receiving Human Service Fund grants served approximately 60,000 Johnson County residents in-need. But, these programs benefit more than just the individual and their family; the entire community, including local government, benefits. Without a strong human service infrastructure to address issues such as unemployment, lack of child care, homelessness, child abuse and neglect, domestic violence, and untreated medical conditions, our community will experience higher crime rates and lower tax revenue, a decline in the standard of living, and weakened economic health.

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

Funding Source: General Fund – General Government

Budget Allocated: \$2,000

x Karen E. Kindle

Finance Director Approval: Karen Kindle, Finance Director

Recommendation: Approve 2021 Funding Recommendations for the Human Service Fund

Enclosed: 2021 Human Service Fund Recommendations Report

Prepared by: Alexandria Clower, City Clerk



United Community Services of Johnson County

2021 HUMAN SERVICE FUND RECOMMENDATIONS REPORT

Board Members

Kate Allen, President
Brian S. Brown
Joe Connor
Tara S. Eberline
Erik Erazo
Robin Harrold
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Tom Robinett
Clint Robinson
Carol Sader
Joseph Sopcich, PhD
Brad Stratton
Charlie Sunderland
Stephen Tatum
David Warm

Executive Director

Julie K. Brewer

Human service programs are vital to addressing the well-being, safety, and stability of Johnson County residents. United Community Services (UCS) commends city and County government leaders for recognizing the important role of local government in supporting human service programs. Thank you for your support of the **Human Service Fund** in 2021.

Together, Johnson County Government and 14 cities have budgeted \$395,376 for the Human Service Fund in 2021. (See appendix A for list of participating jurisdictions.) These contributions directly benefit Johnson County residents who will be served through 14 programs recommended for 2021 Human Service Fund grants.

The Human Service Fund (HSF) offers local governments a cost-efficient, accountable mechanism to support an array of services that help residents of every city and township who are facing difficult circumstances. Funding is awarded to local nonprofit agencies which provide vital programs that meet the needs of Johnson County residents who live with income at or near the federal poverty level. Priority is given to programs that address childcare, job training, emergency aid and shelter, child/adult abuse, child welfare, and health care. (See appendix B for all funding priorities.) Agencies recommended for grants demonstrate positive outcomes and are working collaboratively with other organizations in the community. Funding recommendations represent the maximum HSF award for the calendar year, and UCS is not responsible for reductions in grant awards that may occur due to reduction in allocated funds by participating jurisdictions.

Thanks to your support, in 2019 programs receiving Human Service Fund grants served approximately 60,000 Johnson County residents. But these programs benefit more than just the individual and their family; the entire community, including local government, benefits. Without a strong human service infrastructure to address issues such as unemployment, lack of child care, homelessness, child abuse and neglect, domestic violence, and untreated medical conditions, our community will experience higher crime rates and lower tax revenue, a decline in the standard of living, and weakened economic health.

**Jurisdictions are asked to accept the funding recommendations by
December 22, 2020.**

2021 Human Service Fund Applicant History and Recommendations

Applicant	2019 Grant	2020 Grant	2021 Recommendation	Program Description
CASA of Johnson & Wyandotte Counties	\$43,500	\$48,000	\$48,000	Court-ordered intervention by trained volunteers for children determined by a judge to be a "Child in Need of Care" due to abuse or neglect, or as high concern for safety and placement.
Catholic Charities of NE Kansas	\$70,000	\$70,000	\$70,000	Emergency assistance and supportive housing, including case management to meet basic needs of low-income families and help them work towards self-sufficiency.
Cultivate Kansas City	No request	\$0	No request	Nutrition Incentives Program: Matching funds for SNAP participants and for seniors in KS Senior Market Nutrition Program.
El Centro	\$22,736	\$22,800	\$22,800	Safety net services for low-income, under/uninsured individuals and families: economic empowerment (emergency assistance, financial literacy, assistance filing taxes), and access to healthcare (health navigation and health promotion).
FosterAdopt Connect	No request	\$5,000	\$5,000	Family Advocacy Program: Peer-to-peer support connecting foster and adoptive families with advocates to navigate and resolve issues related to interaction with child welfare system.
NCircle, replacing Goodwill of Western Missouri and Eastern Kansas	No request	\$15,696	\$19,696	Training and Employment Services: skills training, certification instruction, financial education, mentorship & job placement for clients in Adult Residential Center (ARC) and Therapeutic Community, Juvenile Detention Center and adults on probation upon release from the ARC.
Growing Futures Early Education Center	\$9,265	\$9,000	\$9,000	Scholarships for wraparound childcare fees for enrolled low-income families during financial hardship; allows parents to maintain full-time education/employment. Crisis assistance for enrolled families who need help with housing costs.
Harvesters	\$15,000	\$15,000	\$15,000	BackSnack and Kids Café programs provide a backpack of food for low-income school children to take home over the weekend and meals in afterschool locations and summer sites.
Health Partnership Clinic	\$42,000	\$45,000	\$49,500	Health and dental care, through a medical home model, for uninsured low-income Johnson County residents.
Hillcrest Ministries of MidAmerica	\$9,500	\$10,000	No request	Transitional housing for youth, single adults and families experiencing homelessness; case management, budget counseling, and supportive services.
Jo. Co. Interfaith Hospitality Network	\$9,000	\$9,000	\$9,000	Case management, including shelter, meals, and transportation for single women and families with children experiencing homelessness.
Kansas Children's Service League	\$19,800	\$20,280	\$20,280	Home-based education and family support for new parents whose children are at-risk for child abuse and neglect.
KidsTLC	\$17,500	\$18,500	\$17,500	Thriving Families: Crisis counseling, parent education, help for families navigating health care, housing, and community resources.
SAFEHOME	\$21,000	\$21,000	\$21,000	Economic Empowerment Program promotes economic self-reliance for domestic violence survivors.
Salvation Army Family Lodge (Olathe)	\$18,000	\$20,000	\$23,000	Temporary and transitional housing for families in Johnson County experiencing homelessness, including related services and case management.
Sunflower House	\$37,500	\$42,500	\$42,500	Personal safety and prevention programs for children and youth. Prevention and education programs for childcare professionals and caregivers, including mandated reporters.
Total	\$335,930	\$371,776	\$372,376	The 2020 federal poverty level for a family of three is \$21,720.

2021 Human Service Fund Recommendations

CASA of Johnson and Wyandotte Counties

\$48,000

Recommendation

Funding is recommended for the Child Advocacy Program, a court-ordered program that serves children from birth to age 18. Most children in the program are those whom a Juvenile Court Judge has determined to be a “Child in Need of Care” due to abuse or neglect by parent or caretaker (commonly placed in foster care). Children may also be referred by a Family Court Judge when child safety and placement are of great concern in a high conflict divorce or separation. In these cases, the judge is determining if the child can reside in a safe placement without having to be placed in state custody (foster care). A trained CASA volunteer advocate regularly meets with the child and focuses on the child’s situation (safety, mental health, education needs, etc.). The volunteer also gathers information from the parents, foster parents, social workers, attorneys, and teachers, then with the CASA supervisor, identifies service needs. CASA submits a report to the judge which includes information about the child’s statements, behavior, and interaction with parents. Court reports support the judge’s critical decisions about where the child should live and what services should be court-ordered.

2021 Results Projected: Children are safe from additional abuse or neglect. Children have a stable adult presence in their lives, and when eligible will complete high school or earn a GED. CASA anticipates serving 470 Johnson County children during 2021.

2020 COVID-19 Disaster Response: CASA experienced disruption in the delivery of some services due to the shutdown of courts and the fingerprinting and background check processes for intake of new clients; however, service providers were able to pivot to online services for some clients.

Outcomes achieved during 2019: During 2019, 412 Johnson County children were served. The presence of a stable adult is a key factor in building resilience from a history of trauma. 96% of children served by CASA had a stable adult presence in their CASA volunteer during their court involvement. While assigned to a CASA advocate, 99% of the children served did not have an additional affirmed or substantiated report of abuse to Kansas Department for Children and Families (DCF). Of the CASA-served youth eligible for graduation, 83% graduated.

Catholic Charities of Northeast Kansas

\$70,000

Recommendation

Funding is recommended for the Emergency Assistance and Supportive Housing program which operates within two centers in Johnson County. The program provides assistance and strengths-based case management, without regard to religious affiliation, to families living at or below 150% of federal poverty guidelines. Emergency Assistance services include those that meet residents’ basic needs such as food, clothing and shelter, as well as financial assistance with prescription medication and medical supplies, utilities, childcare, and transportation. The case management delivery model emphasizes practices to achieve self-sufficiency, including asset development/financial literacy, workforce development and job-seeking assistance, life skills, and referrals to other available community resources.

2021 Results Projected: During 2021, the agency anticipates serving 25,110 Johnson County residents with assistance that includes food and/or financial support to maintain housing and utilities. Every client who receives financial assistance will engage in budget coaching and a financial review with their case manager. 75% of clients will attend financial

literacy education classes and receive one-on-one coaching according to assessed need and capability.

2020 COVID-19 Disaster Response: Catholic Charities experienced a reduction in the delivery of some services during the emergency shutdowns but anticipates meeting or exceeding its anticipated 2020 service statistic projections due to a significant increase in demand.

Outcomes achieved during 2019: During 2019, 24,859 Johnson County residents were served and visits to Catholic Charities for food assistance totaled 41,049. This included assistance with applications for SNAP (Supplemental Nutrition Assistance Program) and food from the agency’s pantry. Direct financial assistance enabled 736 individuals to maintain safe housing for at least 30 days. 1,164 individuals benefited from utility service assistance which enabled them to sustain utility services for 30 days. All individuals who received direct financial assistance completed a financial assessment with their case manager. 91% of individuals who received financial assistance also attended financial literacy education which included Money Smart, Your Money-Your Goals, and one-on-one budget coaching.

El Centro, Inc.	Funding is recommended for the Johnson County Family Services Center located in Olathe where a set of safety-net services are provided to low-income and/or under-/uninsured Johnson County individuals and families. Services promote self-sufficiency, well-being, and personal safety. Services include economic empowerment (emergency assistance, financial literacy classes, assistance filing taxes), access to healthcare (health navigation and promotion) and policy education.
\$22,800	
Recommendation	

2021 Results Projected: During 2021, El Centro expects to serve 2,500 Johnson County residents at the Olathe office. Results include meeting clients’ basic needs (sustain housing and utility services, completion of financial classes), assisting clients with work and income supports (filing taxes, obtaining an Individual Tax Identification Number if needed) and clients leading healthier lives (successful access of community healthcare resources and increased knowledge of chronic disease prevention and healthy consumer behaviors).

2020 COVID-19 Disaster Response: In 2020, El Centro is on track to serve anticipated number of clients in 2020 despite the COVID-19 shutdown. El Centro had to limit its provision of tax filing services and class and group education. However, El Centro pivoted and provided new programming to assist in the filing of unemployment applications and began hosting weekly drive-thru food distribution events, serving nearly 4,300 individuals (not unduplicated) in Johnson County.

Outcomes achieved during 2019: During 2019, approximately 2,890 Johnson County residents were served. Clients’ basic needs were met: 47 households received utility assistance and were able to maintain utilities for minimum of 30 days. 86 individuals completed financial empowerment classes. 84 people were assisted with the process that enabled them to receive an Individual Tax Identification Number and thus file income taxes. 123 individuals were assisted with applying for the Supplemental Nutrition Assistance

Program (SNAP) and received benefits; 484 enrolled in KanCare with assistance; 1,350 were assisted in filing income taxes.

**FosterAdopt
Connect**

\$5,000

Recommendation

In its second year of application to HSF, funding is recommended for FosterAdopt Connect's Family Advocacy Program. Through this program peer-to-peer support connects foster and adoptive families with trained advocates (experienced foster parents) who help families navigate and resolve issues related to interaction with the child welfare system. Examples of challenges include delays in reimbursement, problems accessing school-based services, as well as mental health services. The program forms the foundation of the agency which offers multiple programs/services in the Kansas City area. Founded in 1998, the agency operates five resource centers, including one in Lenexa.

2021 Results Projected: In 2021, FosterAdopt anticipates serving 228 Johnson County residents in providing Family Advocacy services. Outcomes include increasing the retention rate of families (assisting in developing and pursuing an action plan), increasing access to resources and knowledge (resolution of needs), and decreased traumatic moves for children (retaining placement).

2020 COVID-19 Disaster Response: Due to the pandemic, FosterAdopt responded to the shift in need of its clients toward basic necessities by transitioning its clothing closet and food pantry into a delivery service for clients. Child placements dropped off during shutdowns; however, FosterAdopt anticipates a greater need for services in 2020 and 2021.

Outcomes achieved during 2019: During 2019, FosterAdopt Connect's Lenexa office served 73 households through its Family Advocacy services. 58% of families developed and maintained an action plan within 30 days of initial contact; 73% of families demonstrated increased access to resources and knowledge through having indirect advocacy needs met within 3 business days; 100% of families maintained placement of children - decreasing traumatic moves for children.

**NCircle DBA
Cultivate, Inc.,**

\$19,696

Recommendation

NCircle, subcontractor to Goodwill of Western Missouri and Eastern Kansas for a 2020 HSF grant, is replacing Goodwill in 2021 and expanding the Digital Literacy and College of Trades programs through a recommended \$4000 increase in funding. These programs provide skills training, certification instruction, financial education, job placement, and mentorship for individuals in Johnson County Department of Corrections Adult Residential Center (ARC) and Therapeutic Community, as well as adults on probation upon release from the ARC. In an expansion of this program, NCircle is working with partners and Johnson County Department of Corrections to set up the first learning lab at the Juvenile Detention Center (JDC); residents will be provided digital literacy training and STEM-based projects. Through these programs, new life skills, employment training, and case management resources will be provided to clients (most of whom return to Johnson County upon completion of sentence/probation period). Founded in 2012, NCircle has multiple programs that currently work with clients from the ARC and JDC. Participants in this program demonstrate increased rate of employment, increased income, decreased recidivism and decreased new charges.

2021 Results Projected: In 2021, NCircle plans to serve 110 Johnson County residents through this program with 70 residents of ARC and the Therapeutic Community completing the College of Trades and/or Digital Literacy Program and 40 residents of JDC completing

the Digital Literacy Program. Participants will increase their workplace skills and digital skills, increase the number of persons with in-demand workforce credentials in Johnson County, and demonstrate a reduction in recidivism and costs to the County.

2020 Results Projected: In 2020, Goodwill and Cultivate are on track to serve 75 Johnson County residents through this program. Clients will increase their knowledge of essential skills in the workplace and digital skills needed in the workplace. There will be an increase in the number of persons with in-demand workforce credentials, and a reduction in recidivism.

**Growing Futures
Early Education
Center**

\$9,000

Recommendation

Funding is recommended for Growing Futures' Scholarship Assistance for Wrap Around Care (WAC) Program. 99% of the families served by Growing Futures are living at or below federal poverty guidelines. Through the Human Service Fund grant, childcare scholarships help low-income families experiencing financial hardships who are unable to pay their share of childcare fees. Families who meet Head Start income guidelines pay for seven hours of the 10.5 hour-day (7am-5:30pm) at rate of \$135/week. Scholarships allow for continuity of early childhood care and education while parents are working or attending school. Emergency assistance is provided to families in need of short-term help, particularly with housing (those in jeopardy of losing Section 8 eligibility because of inability to pay rent on time), and food.

2021 Results Projected: Children demonstrate kindergarten readiness and maintain enrollment in the program even though families face financial hardship. Families attain at least one family goal based upon family determined strengths and needs. During 2020, Growing Futures projects serving 40 Johnson County residents.

2020 COVID-19 Disaster Response: Growing Futures will be serving more children and families through the WAC Program and HSF scholarship subsidization than anticipated in 2020 due to an increase in demand because of increased unemployment and/or partial loss of employment; they anticipate serving 48 Johnson County residents in 2020.

Outcomes achieved during 2019: During 2018, 37 Johnson County residents were served through families receiving short term help or fee subsidies which allowed parents to remain working or in school while facing financial challenges. No children left the program due to inability to pay fees and all assisted families took steps toward completion of a large family goal. 89% of children achieved kindergarten readiness.

Harvesters

\$15,000

Recommendation

Funding is recommended to support Harvesters BackSnack program which is provided within Johnson County schools, and Kids Café which is provided in after-school locations and summer sites in Johnson County. Through the BackSnack program a backpack filled with food is provided to low-income children who take it home for the weekend. Harvesters' purchases food for the backpacks and links schools to a community partner and transports the food kits to the partner. Community partners clean backpacks, place food kits in backpacks and distribute backpacks to schools every week. School staff identify children in greatest need of food assistance. Harvesters delivers meals directly to Kids Café sites and provides meals there at no cost to children and youth. Free and reduced lunch school statistics help determine location of Kids Café sites. During the 2020 school year there will be 21 Kids Café sites in Johnson County, and Harvesters will continue to

encourage families to transition to the new School Pantry program. The School Pantry program provides BackSnack families the option of receiving food from a School Pantry instead of a weekly BackSnack (in order to feed everyone in the household, not just the student).

2021 Results Projected: In 2021, through the BackSnack program, the agency anticipates serving 1,800 Johnson County children and distributing 55,100 backpacks; and, providing 21,000 meals to 5,190 children through Kids Café sites. Harvesters anticipates addressing the basic needs of 26% of the food insecure children in Johnson County through these programs; results include positive effects on children's grades, behavior and health.

2020 COVID-19 Disaster Response: Harvesters continued to operate the BackSnack and Kids Café during the COVID crisis by utilizing State waivers to allow children to pick up Kids Café meals to go from schools and through community partners. During school closure, BackSnacks were delivered through a variety of new methods: school bus drivers making home deliveries, school staff distributing at school sites, and community partners hosting pick-up locations.

Outcomes achieved during 2019: Harvesters provided 62,800 backpack carriers of food and 27,456 Kids Café meals to Johnson County children. In 2019, Harvesters offered a combination of both BackSnack and Kids Café meals at 11 Johnson County schools, serving 5,206 children through Kids Café and 3,485 through BackSnacks.

**Health
Partnership
Clinic (HPC)**

\$49,500

Recommendation

Funding is recommended for primary and preventative medical care, which are provided at Health Partnership Clinic's office in Olathe, a pediatric clinic in Shawnee Mission, and a school-based clinic in Merriam. A \$4,500 increase in funding in 2021 will support a Nurse Practitioner providing care to uninsured patients at the Olathe Clinic. HPC's patients are primarily low income with majority being uninsured or publicly-insured. Health Partnership Clinic, Johnson County's largest safety-net clinic and only Federally Qualified Health Center, utilizes a medical home model which emphasizes prevention and health maintenance while providing a broad scope of services including care for patients with chronic diseases. HPC also provides dental and behavioral health services, and works in partnership with homeless shelters, delivering onsite health care services and case management. Specialty care is provided through a network of providers.

2021 Results Projected: Anticipated program results include access to a medical and dental home for low-income and uninsured residents, patients achieve better health outcomes and are satisfied with services they receive, thereby continuing to utilize HPC as their health home. During 2021, HPC anticipates serving 9,300 Johnson County residents through 25,000 patient office visits or encounters.

2020 COVID-19 Disaster Response: During the stay-at-home order, HPC was required to close its dental clinics and its school-based clinics. Like other medical providers, it saw a significant drop in patients attending preventive care and well visits as residents complied with the stay-at-home orders. The dental clinics have reopened and school-based clinics are anticipated to reopen in the fall; however, HPC anticipates that it will be at 50% capacity for 2020 and returning to full capacity in 2021.

Outcomes achieved during 2019: During 2019, 9,235 Johnson County residents were served through 24,881 patient office visits and/or clinical encounters. Approximately 91% of patients surveyed indicated they were either satisfied or very satisfied with overall care they received as a patient. Patients achieved positive health outcomes as indicated by 66% of hypertensive patients who had their blood pressure under control with readings below 140/90, and 69% of diabetic patients who achieved HgA1c (blood glucose) level of 9.0 or below during the last half of the year (compared to 59% before the clinic opened).

**Johnson County
Interfaith
Hospitality
Network
(JCIHN)**

\$9,000

Recommendation

JCIHN provides shelter, meals, transportation and case management for families and single unaccompanied females experiencing homelessness. Area congregations provide shelter and meals on a rotating schedule while JCIHN staff helps families regain self-sufficiency and independence. Human Service Funds are used to provide strengths-based case management which includes assistance with transportation, referrals to other community resources, assistance with budgeting, money management, and job and housing searches. Services are provided by 3,500 volunteers through partnerships with 40 faith congregations.

2021 Results Projected: During 2020, the agency expects to serve 40 Johnson County residents with 2,500 days of shelter and case management. Clients completing the program will increase their economic resources, and approximately 50% will move into homes of their own within four months of entering the network. Volunteers will increase their awareness of human service needs in Johnson County.

2020 COVID-19 Disaster Response: As a safety measure, JCIHN was closed to new admissions between March 23 and June 15, 2020, which will reduce their overall service statistics for 2020. JCIHN has begun serving new admissions and anticipates that need for their services will increase over the next year.

Outcomes achieved during 2019: During 2019, 50 Johnson County residents were served. Of those completing the program, 95% reported increasing their income by 25% or more while in the program, and 43% moved into homes of their own within three months of entering the network. Johnson County residents received 1,941 cumulative days of shelter and strength-based case management.

**Kansas Children's
Service League
(KCSL)**

\$20,280

Recommendation

Funding is recommended for Healthy Families Johnson County, a child abuse prevention program which provides intensive home-based education and family support services to parents who are experiencing extreme stress and are "at-risk" for abuse and neglect. Eligibility is based upon risk factors, not income, however, most of the families are low-income. Participants receive routine at-home visits, case management, referrals to community resources and services, child development and parent education, and linkage to health care services. Parent engagement includes Parent Cafés, parent support groups, and a parent advisory group. Funding is also recommended for the \$480 annual cost of webhosting the Johnson County Early Learning Collaborative, a collaborative of organizations (including KCSL) which serve young children. The website is used to connect caregivers and providers with programs that serve children, and as link to My Resource Connection when other services are needed.

2021 Results Projected: During 2021, 250 Johnson County individuals are expected to be served. Anticipated results are that families will not have any substantiated child abuse and

neglect; children have health insurance and are current on immunizations; and, children have a developmental screen in the last six months (or are already receiving services for developmental delays).

2020 COVID-19 Disaster Response: KCSL staff pivoted to providing virtual and phone visits and are beginning to implement porch visits to engage families. KCSL anticipates an increase in need in 2020 and 2021 as families are experiencing multiple and increased stressors, especially loss of income, during the COVID-19 disaster.

Outcomes achieved during 2019: During 2019, 316 Johnson County residents were served. 98% of the families served remained free from substantiated abuse and neglect while in the program. 99% of children enrolled for at least six months had health insurance and 94% had a developmental screening.

KidsTLC

\$17,500

Recommendation

Funding is recommended for KidsTLC Thriving Families program which offers resource referral, parent support groups, and health care navigation to families who struggle with behavioral and mental health issues with their children. The program serves families in the community and families who have children in one of KidsTLC's programs. Eligibility is not based upon income, however, most of the families are low-income (58% of KidsTLC's clients are living below 200% of the Federal Poverty Level). The program serves as the navigation arm for the agency, helping families find mental health/health care, housing and community resources/support. It also provides education and support to Spanish-speaking families. The program is a health navigation resource for schools and participates in Olathe and Shawnee Mission School Districts' IMPACT Olathe and Project Home programs which serve youth and families who are at-risk for homelessness. The goal of Thriving Families is to educate families about health issues, trauma, and raising healthy children; and, to provide health navigation resources so parents can raise healthy children.

2021 Results Projected: During 2021, the organization estimates serving 375 Johnson County residents through this program. Program results include that people's life sustaining basic needs are met through crisis intervention or referral to direct assistance, clients experience increased access to services, barriers to services are reduced, and clients express increased awareness of resources.

2020 COVID-19 Disaster Response: KidsTLC was able to quickly pivot to online education services and online engagement with clients and had an increase in attendance in virtual meetings and in completion of training through Facebook.

Outcomes achieved during 2019: Through crisis intervention, housing support, and health navigation, the Thriving Families program served 294 individuals. KidsTLC supported 27 households through crisis intervention services, 11 through assistance with rent, deposits, or mortgage payments, and 17 through food or hygiene direct assistance. KidsTLC referred 46 clients to KidsTLC services, such as Que Onda Families, Lotus Clinics, Trellis, or Intensive Outpatient services), whilst 25 other clients and households were referred to benefits assistance, employment opportunities, mental health services, and/or shelter and transitional living programs. 88% of clients reported an increase knowledge of available in resources in an exit survey.

Safehome

Safehome provides shelter and other assistance to survivors of domestic violence. Funding is recommended to support Safehome's Economic Empowerment Program. Through

\$21,000
Recommendation

education, support, and referrals, this program helps clients become employed and self-sufficient. All shelter clients take an assessment and are recommended to one of three tracks: budget, job seeker or job training. Basic and advanced financial literacy classes are offered in English and Spanish. Specialized workshops are tailored to clients' needs. Funds are provided for clients to attend GED and ESL classes off-site.

2021 Results Projected: Program participants complete a budget and career assessment inventory, enroll in job training or education programs, and/or have job interviews and secure employment. The agency projects this program will serve 120 Johnson County residents during 2021.

2020 COVID-19 Disaster Response: Safehome responded to shift in client needs for urgent employment, as compared to job training and career changes, and additional life stressors by providing different job training/employment services. Safehome is examining online training options for financial literacy courses.

Outcomes achieved during 2019: During 2019, 93 Johnson County residents were served. After five weeks of participation in the Job Search track, 41% completed a career assessment inventory with 97% attending at least two job interviews. After 90 days in shelter, 36 clients secured employment. 67% of clients on the Budget track completed a household budget.

**Salvation Army
Olathe**

\$23,000
Recommendation

Funding is recommended to assist low and very-low income homeless families in Johnson County with food and shelter at the Johnson County Family Lodge in Olathe. A \$3,000 increase will be utilized to provide direct financial assistance toward payment of back rent and back utilities to support residential clients in obtaining new housing. In most cases, the Lodge provides up to 90 days of shelter (temporary housing – maximum stay of 180 days). Residents meet weekly with a case manager who utilizes the strengths-based case management model. Classes and/or skill building opportunities include parenting, financial literacy, maintaining employment, housing searches, daily living/life skills, developing a support system, and navigating mainstream resources.

2021 Results Projected: In addition to providing safe shelter, results will include families increasing their skills or income, applying for mainstream services (SNAP, TANF, Medicaid, etc.), moving into transitional or permanent housing, and children begin or continue to receive daycare services as a work support for guardians. The Family Lodge anticipates serving 125 Johnson County residents during 2021 with more intensive services and longer stays than in 2019 due to loss of employment and housing during COVID-19.

2020 COVID-19 Disaster Response: Room turnover between March and June was significantly reduced as all residents lost employment due to shutdowns. New families are being admitted to the Lodge, allowing for social distancing and quarantine.

Outcomes achieved during 2019: The Family Lodge provided 33,398 units of service which it defines as "one bed night and/or one meal provided" to 126 Johnson County residents. 88% of families exiting the program moved into transitional or permanent housing. 97% of eligible families applied for and received mainstream services (medical assistance, childcare

subsidy, WIC, and SNAP). 97% of participants who successfully completed the program increased their skills or income.

Sunflower House \$42,500 Recommendation	Funding is recommended to support the Personal Safety Education Program, a child abuse prevention education program. The program includes: 1) <i>Happy Bear</i> , an interactive drama in Spanish and English for children ages four to seven enrolled in public and private early childhood centers and elementary schools; 2) <i>Think First and Stay Safe</i> , a curriculum for grades PreK-5 that reinforces personal and digital boundaries and emphasizes that bullying and sexual abuse are against the law; 3) <i>E-Safety</i> , provides middle school students with information about how to protect themselves from online predators, and includes safety topics such as sexting, bullying, child exploitation, and social networking; 4) <i>Keeping Kids Safe Online</i> , a workshop for parents and caregivers provided in partnership with the FBI Cyber Crimes Unit; 5) <i>Stewards of Children</i> , a child sexual abuse prevention and education training for adults; 6) <i>Mandated Reporter Training</i> which teaches attendees to recognize signs of sexual abuse, correct procedures/laws for reporting, and how to handle a child's disclosure; and, 7) <i>Child Protection Project</i> , a presentation designed to raise the awareness of child sexual abuse among parents and caregivers, and give them tools needed to be proactive in protecting children.
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2021 Results Projected: Age-appropriate person safety/abuse education will be provided to children; adults will be educated on child abuse indicators and reporting abuse; youth and adults will increase their knowledge of online crimes against children, including online safety steps and proper reporting. The agency anticipates reaching 19,000 Johnson County residents during 2021.

2020 COVID-19 Disaster Response: Due to school closures, Sunflower House was not able to provide as many trainings in spring of 2020 as planned. It has prepared plans for alternate delivery of trainings, through smaller groups and online platforms, for the fall.

Outcomes achieved during 2019: During 2019, 17,665 Johnson County residents were served. In post-program surveys, 98% of children indicated they would report unwanted contact, including physical touches and electronic communications. 98% of adults, including those within the special needs community, who were educated on child abuse indicators and reporting abuse, indicated they gained new information and 97% said they would monitor the electronic communications of children more closely.

APPENDIX A

2021 HUMAN SERVICE FUND PARTICIPATING JURISDICTIONS

JURISDICTION	CONTRIBUTION
Johnson County	\$141,775
De Soto	\$2,380
Edgerton	\$2,000
Gardner	\$6,800
Leawood	\$16,500
Lenexa	\$20,350
Merriam	\$8,300
Mission	\$8,300
Olathe	\$60,000
Overland Park	\$86,200
Prairie Village	\$8,300
Roeland Park	\$4,771
Shawnee	\$26,200
Spring Hill	\$2,000
Westwood	\$1,500
Total from County Government & Cities	\$395,376
Interest	\$3,000
Subtotal	\$398,376
UCS Administration	\$26,000
Total Available to Allocate	\$372,376

2021 HUMAN SERVICE FUND GRANT REVIEW COMMITTEE

UCS Board Members

- Robin Harrold, *Committee Chair*, AdventHealth
- Kate Allen, Johnson County Community College
- Tara S. Eberline, Foulston Siefkin, LLP
- Tom Herzog, Netsmart
- Roxann Kerr Lindsey, CBIZ
- Justin Nichols, Kutak Rock LLP
- Beccy Yocham, City of Lenexa

Staff support: Christina Ashie Guidry, UCS Director of Resource Allocation

APPENDIX B

2021 HUMAN SERVICE FUND GUIDELINES

The Human Service Fund is a competitive process that awards grants to nonprofit organizations for operating health and human service programs that promote self-sufficiency, well-being and/or personal safety of Johnson County residents who live with income at or near the federal poverty level. Funded programs provide pathways and opportunities for building a healthy community where every resident is empowered to reach their full potential. Components of the safety net investment that are supported by the HSF are: 1) basic needs, 2) work and income supports, and 3) health, wellness and personal safety.

FUNDING PRIORITIES 2021

Health and human service programs funded by the Human Service Fund must:

- promote self-sufficiency, well-being and/or personal safety of Johnson County residents and fit within safety net investment components of basic needs, work and income supports, or health.
- offer county-wide services or fill a gap which results in county-wide benefit
- offer equal access to all clients and prospective clients who could benefit from the program.
- deliver measurable outcomes which benefit county residents and, in the long-term, benefit local governments by avoiding, deferring or preventing costs that otherwise might be incurred by local government.

Priority is given to programs that:

- address emergency aid and shelter, child/adult abuse, child welfare, health, work support services such as childcare and early childhood development, and job training.
- serve individuals and/or families with income below or near the federal poverty level.
- demonstrate innovation and/or collaboration in program delivery.
- are consistent with an evidence-based program, best practices or promising practices, or replicate a successful model.

ELIGIBILITY

- Applicants must deliver direct services to Johnson County residents, be recognized by the IRS under section §501(c)(3), provide health and human services programming as their primary mission, and be in good standing in Kansas or Missouri as a nonprofit corporation, i.e. may not be an entity of city or county government.
- Agency must provide most recent IRS form 990 and an independent certified audit of the previous year's financial records; or, if total agency revenues were less than \$250,000, an independent review of financial statements prepared by a Certified Public Accountant. The audit or review must have been completed within nine (9) months of the close of the fiscal year. Upon request, the agency may need to provide additional financial information.
- The applicant complies with Agency Standards.
- Applicant affirms compliance with any applicable nondiscrimination ordinances and/or policies of the municipalities that provide resources to the Human Service Fund.
- Funded program must:
 - promote self-sufficiency, well-being and/or personal safety of Johnson County residents and fit within safety net investment components of basic needs, work and income supports, or health.

- primarily serve Johnson County, Kansas residents who live with income at or near federal poverty level. However, programs that do not meet this criterion may still be eligible if the program addresses child/adult abuse, and/or leads to the prevention of poverty, and primarily serves Johnson County residents.
- clearly define and measure outcomes for participants.
- benefit local governments by avoiding, deferring, or preventing costs that otherwise might be incurred by local government.
- offer county-wide services or fill a gap which results in county-wide benefit.
- offer equal access to all clients and prospective clients who could benefit from the program.
- Only one HSF application may be submitted by an agency. Applications will not be accepted for both the HSF and Alcohol Tax Fund (ATF, managed by Drug and Alcoholism Council, a program of UCS) for the same program during the same funding cycle. However, applications may be submitted for both funds by the same agency or department for discrete programs during the same funding cycle. Criteria of discrete programs include, but are not limited to, programs for which expenses are recorded separately for purposes of functional accounting, programs that, if serving a population targeted by another program, serve a distinct need of that population, and/or employ distinct strategies and projected outcomes.
- Applications for substance abuse programs are not accepted and should be directed to the ATF.



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City Council Action Item

Council Meeting Date: November 12, 2020

Department: Administration

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

Background/Description of Item:

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

Due to Kansas cash basis laws the agreement must now be renewed each year by the Governing Body. This resolution renews the agreement from January 1, 2021 to December 31, 2021. The fees for 2021 remain the same.

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

Funding Source: N/A

Budget Allocated: N/A

Finance Director Approval: N/A

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

Enclosed: Facility Use and Maintenance Agreement for the Bank of Knowledge

Prepared by: Dan Merkh, Public Works Director

FACILITY USE AND MAINTENANCE AGREEMENT

THIS FACILITY USE AND MAINTENANCE AGREEMENT (the Agreement) is made this _____ day of _____, 20____, by and between the City of Edgerton (the City) and the Board of Directors of the Johnson County Library (JCL). The parties agree as follows:

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

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

SECTION THREE: CITY'S RESPONSIBILITIES

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

SECTION FOUR: JCL'S RESPONSIBILITIES

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

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

SECTION FIVE: FAILURE TO MAKE REPAIRS

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

SECTION SIX: TERM

The term of this Agreement shall be one year beginning January 1, 20____ through December 31, 20____, upon execution by the parties of a Resolution renewing the Agreement. In the event that one of the parties elects not to renew this Agreement, it shall give the other party six months prior written notice of its intent not to renew.

SECTION SEVEN: INSURANCE AND HOLD HARMLESS

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

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

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

IN WITNESS WHEREOF, the parties have set their hands this _____ day of _____, 20____.

CITY OF EDGERTON, KANSAS

BOARD OF DIRECTORS OF THE JOHNSON
COUNTY LIBRARY

Donald Roberts, Mayor

Bethany Griffith, Chair

ATTEST:

ATTEST:

Alexandria K. Clower, City Clerk

Secretary

APPROVED AS TO FORM:

Lee W. Hendricks, City Attorney

APPROVED AS TO FORM:

Fred J. Logan, Jr., Attorney

City Council Action Item

Council Meeting Date: November 12, 2020

Department: Community Development

Agenda Item: Consider Application FP2020-03, Final Plat for Johnson County Fire Station #123 located at 33364 W. 191st Street, Edgerton, Kansas.

Background/Description of Item: On August 28, 2020 the City of Edgerton received Application FP-2020-03 for the Final Plat of Fire Station #123, located at 33364 W. 191st Street, Edgerton, Kansas.

This parcel was annexed into the City of Edgerton on March 27, 2014. The Planning Commission held a public hearing with regards to the rezoning (Application ZA2020-01) of this parcel from Johnson County RUR to City of Edgerton L-P (Logistics Park) on September 8, 2020. The Governing Body approved the rezoning on September 24, 2020 (Ordinance 2047).

Preliminary Plat Application PP2020-03. was submitted to, and approved by, the City of Edgerton Planning Commission on October 13, 2020. Final Plat Application FP2020-03 was also reviewed by the Edgerton Planning Commission and was recommended for City Council acceptance at the same meeting.

This final plat includes approximately 11.36 acres, broken down as follows:

- Lot 1 – 4.24 acres
- Lot 2 – 5.88 acres
- Tract A – .42 acres
- Tract B – .51 acres
- R/W – .31 acres
- Total – 11.36

Staff, including City Engineer, has reviewed the revised Final Plat submittal for compliance with the approved Preliminary Plat and requirements in Section 13.3 of Article 13 of the Edgerton UDC. The applicant's engineer has updated the Final Plat as required by stipulations listed in the staff report and the updated Final Plat is included here. Water 7 easements will be recorded via separate document.

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 Application FP2020-03, Final Plat for Johnson County Fire Station #123 located at 33364 W. 191st Street, Edgerton, Kansas.

Enclosed:

- Revised Final Plat received October 29, 2020.
- Staff Report from October 13, 2020 Planning Commission including Final Plat Application FP2020-03.
- Excerpt of June 9, 2020 Planning Commission Meeting Draft Minutes – Fire Station #123 Preliminary and Final Plat portions only

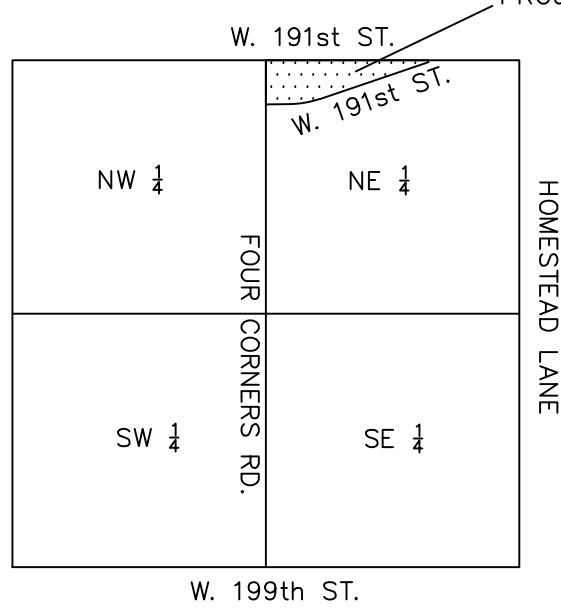
Prepared by: Katy Crow, Development Services Director

FINAL PLAT

JOCO FIRE STATION #123

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

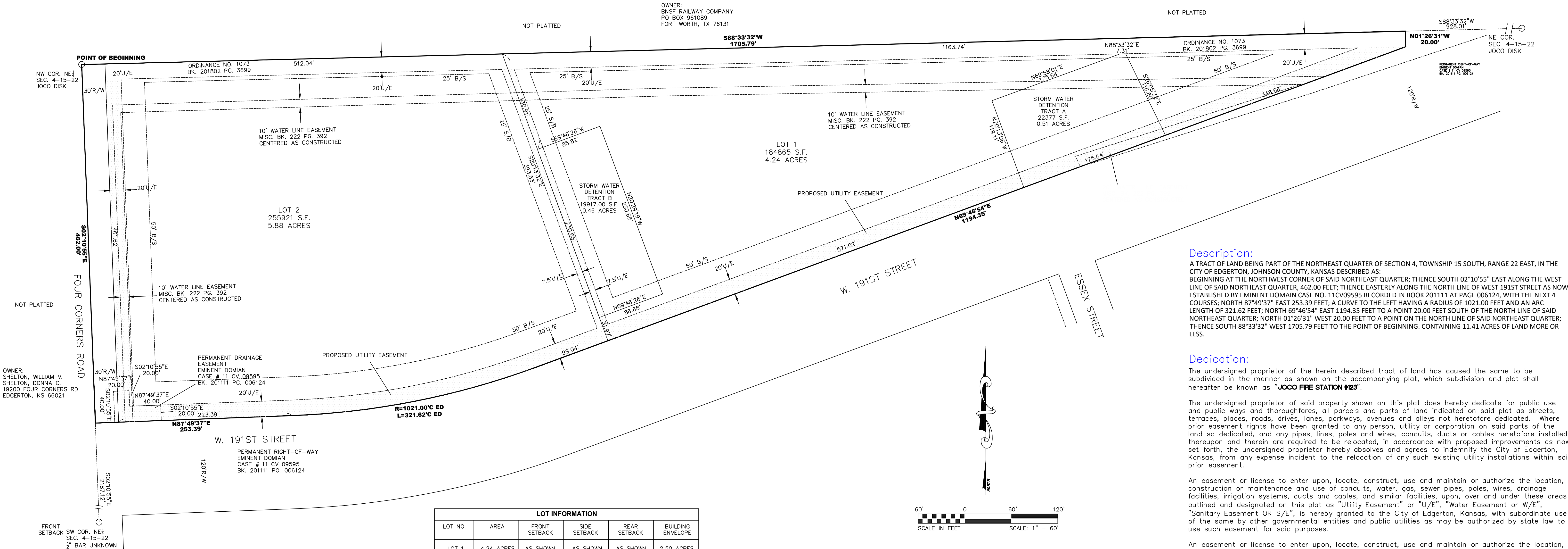
LOCATION MAP
SEC. 4-15-22
SCALE 1"=2000'



OWNER:
BNSF RAILWAY COMPANY
PO BOX 961089
FORT WORTH, TX 76131

NOT PLATTED

NOT PLATTED



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 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.

Dedication:

The undersigned proprietor of the herein described tract of land has caused the same to be subdivided in the manner as shown on the accompanying plat, which subdivision and plat shall hereafter be known as "JOCO FIRE STATION #123".

The undersigned proprietor of said property shown on this plat does hereby dedicate for public use and public ways and thoroughfares, all parcels and parts of land indicated on said plat as streets, terraces, places, roads, drives, lanes, parkways, avenues and alleys not heretofore dedicated. Where prior easement rights have been granted to any person, utility or corporation on said parts of the land so dedicated, and any pipes, lines, poles and wires, conduits, ducts or cables heretofore installed thereupon and therein are required to be relocated, in accordance with proposed improvements as now set forth, the undersigned proprietor hereby absolves and agrees to indemnify the City of Edgerton, Kansas, from any expense incident to the relocation of any such existing utility installations within said prior easement.

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

An easement or license to enter upon, locate, construct, use and maintain or authorize the location, construction, maintenance or use of conduits, surface drainage facilities, subsurface drainage facilities, and similar facilities, upon, over and under these areas outlined and designated on this plat as "STORM WATER DETENTION TRACTS A and B", is hereby granted to the City of Edgerton, Kansas.

Owner's Certificate:

IN TESTIMONY WHEREOF, FIRE DISTRICT # 1 OF JOHNSON COUNTY
HAS CAUSED THIS INSTRUMENT TO BE EXECUTED THIS _____ DAY OF _____ 2020.

NAME

STATE OF KANSAS }
COUNTY OF JOHNSON } SS:

BE IT REMEMBERED, THAT ON THIS _____ DAY OF _____, 2020, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE COUNTY AND STATE AFORESAID, CAME _____ WHOM IS PERSONALLY KNOWN TO ME TO BE THE SAME PERSON WHO EXECUTED THE FOREGOING INSTRUMENT OF WRITING AND SUCH PERSON DULY ACKNOWLEDGED THE EXECUTION OF THE SAME FOR _____ AND FOR THE USES AND PURPOSES HEREIN SET FORTH.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY NOTARIAL SEAL THE DAY AND YEAR LAST ABOVE WRITTEN.

MY APPOINTMENT EXPIRES: _____ NOTARY PUBLIC

SURVEY NOTE:
1. THE BEARING SYSTEM IS BASED UPON THE NORTH LINE OF THE NW 1/4 SEC. 4-15-22 AS S88°33'32"W
2. DATE PREPARED 8-25-2020.

DEVELOPER:
FIRE DISTRICT #1-JOHNSON COUNTY, KANSAS
490 NEW CENTURY PKWY
NEW CENTURY, KS 66031

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 20091C0118G, 20091C0119G, 20091C0133G MAP REVISED DATE: AUGUST 3, 2009.

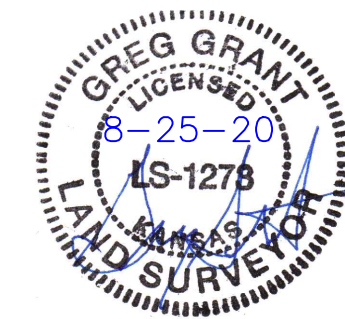
LEGEND
M = MEASURED
D = DEED
1/2" x 24" BAR AND CAP 1273
P = PLAT
O = BAR FOUND
C = CALCULATED
B/S = BUILDING SETBACK
ED = EMINENT DOMAIN #11CV09595

CLOSURE

COURSE: S 02-10-55 E DISTANCE: 462.00
COURSE: N 87-49-37 E DISTANCE: 253.39
ARC LENGTH: 321.62 RADIUS: 1021.00 DELTA: -18-02-54
COURSE: N 69-46-54 E DISTANCE: 1194.35
COURSE: N 01-26-31 W DISTANCE: 20.00
COURSE: S 88-33-32 W DISTANCE: 1705.79
AREA: 496934.20 11.41 ACRES
ERROR OF CLOSURE: 0.006 COURSE: N 76-25-22 E
PRECISION 1: 622893.36

I DO HEREBY CERTIFY THAT I DID SURVEY HEREIN DESCRIBED TRACT OF LAND THIS 30 DAY OF JULY, 2020, AND THAT SAID SURVEY WAS PERFORMED IN ACCORDANCE WITH THE CURRENT KANSAS MINIMUM STANDARDS FOR BOUNDARY SURVEYS, STANDARDS OF PRACTICE NO.1, AND THAT THE ACCOMPANYING PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE CONDITIONS FOUND AT THAT TIME TO THE BEST OF MY PROFESSIONAL KNOWLEDGE AND BELIEFS.

GREG GRANT LS-1273 AUGUST 25, 2020
14343 2450 ROAD
FONTANA, KANSAS 66026
913-757-2310



GREG GRANT R.L.S.
14343 2450 ROAD
FONTANA, KANSAS
913-558-3408

APPROVED BY THE ZONING ADMINISTRATOR OF THE CITY OF EDGERTON, KANSAS

THIS _____ DAY OF _____, 2020.

BY _____
KATY CROW, ZONING ADMINISTRATOR

APPROVED: THE CITY PLANNING COMMISSION OF EDGERTON, KANSAS

CHAIRMAN: JOHN DALEY DATE _____

APPROVED BY THE CITY ENGINEER OF THE CITY OF EDGERTON, KANSAS

THIS _____ DAY OF _____, 2020

APPROVED BY THE GOVERNING BODY OF THE CITY OF EDGERTON, KANSAS,

THIS _____ DAY OF _____, 2020.

DONALD ROBERTS, MAYOR ATTEST CHRIS CLINTON City Clerk

STAFF REPORT

October 13, 2020

To: Edgerton Planning Commission
Fr: Chris Clinton, Planning and Zoning Coordinator
Re: **FP2020-03** Final Plat for *Johnson County Fire Station #123* located at 33364 W. 191st Street, Edgerton, Kansas.

APPLICATION INFORMATION

Applicant: Johnson County Fire District #1 (JCFD1)
Deputy Chief Dennis Meyers
490 New Century Pkwy
New Century, KS 66031

Property Owner: JCFD1
490 New Century Pkwy
New Century, KS 66031

Requested Action: Final Plat approval for *Johnson County Fire Station #123*

Legal Description: NE 1/4 of Section 4, Township 15 South, Range 22 East, in the City of Edgerton, Johnson County, Kansas; see attached application for complete legal description.

Site Address/Location: 33364 W 191st Street, Edgerton, KS 66021

Existing Zoning and Land Uses: L-P (Logistics Park) District Zoning

Existing Improvements: None

Site Size: Approximately 11.41 acres

PROJECT DESCRIPTION

Application **FP2020-03**, Final Plat for *Johnson County Fire Station #123*, requests approval for two (2) lots. The new lots would have frontage along the north side of W. 191st Street right-of-way. This Final Plat request is being made in preparation of construction of a new fire station. This Final Plat request aligns with the request made with Preliminary Plat Application PP2020-03, also presented to the Planning Commission on October 13, 2020. This Final Plat application relocates a lot line that currently separates the parcels into 0.77 acres and 10.36 acres to 5.88 acres and 5.21 acres. These lots have not been platted.

Subject Property



INFRASTRUCTURE AND SERVICES

1. There is no drive access onto the parcel at this time. All drive entrances will be from W. 191st Street.
2. Utilities and service providers.
 - a. Water Service – City of Edgerton.
 - b. Sanitary Sewer – City of Edgerton.
 - c. Electrical Service – Evergy.
 - d. Gas Service – Kansas Gas Service.
 - e. Police protection 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. Parcel is located within the Bull Creek watershed.

FINAL PLAT REVIEW

Staff has reviewed the Final Plat submittal for compliance with the Approved Final Plat requirements in Article 13, Section 13.3 of the Edgerton Unified Development Code. Review comments are listed below.

1. The instrument of survey which shows the point of beginning, corners, bearings, courses, distances, exterior boundaries, interior lot boundaries, abandoned lot lines, pins, monuments found or set. All P.I.'s corners, boundaries must be monumented with a 2" x 24" metal bar. *Monuments found or set are not shown. Confirm monuments have been set and indicate on document. Update Final Plat.*
2. A boundary survey of third order surveying accuracy (maximum closure error one in five thousand (1' in 5,000), with bearings and distances referenced to section or fractional section corners or other base line shown on the plat and readily reproducible on the ground. *The City Engineer has indicated that the survey has not been referenced to section corners (minimum of 3 needed). Provide location and description of each section corner used in boundary survey. The found property or right-of-way monuments need to be shown to indicate how the boundary was established. The City Engineer states the plat is not complete and does not appear to meet the Kansas Minimum Standards for Boundary Surveys. Survey date does not appear to be correct. Update Final Plat.*
3. Individual notations and a TABLE showing: lot area, setbacks, and building envelopes. *A table indicating the lot area, setbacks and building envelopes has not been provided. Correct typo for lot area (ACERS v. ACRES under Lots 1 and 2). Update Final Plat.*
4. All easements with widths, and roads with curve data. *Use dimension line with double arrows to label all existing and proposed easements. Not all easements (U/E) show book and page. Indicate if existing by including book and page; if proposed indicate as such. Update Final Plat.*
5. An instrument of dedication for all roads and easements. *Strike the last paragraph of the dedication as it is not needed. Update Final Plat.*
6. Certificate of the Register of Deeds. *Certificate needs to be added to plat. Upon filing Final Plat with Johnson County Records and Tax Administration the Book/Page information will be added.*
7. Surveyor's certificate and Seal and certificate for survey review by the County Surveyor or designated Land Surveyor. *The Surveyor's Certificate should be stated as follows:*

(STATE OF KANSAS)
(COUNTY OF JOHNSON) SS:

I, THE UNDERSIGNED, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL SURVEYOR IN THE STATE OF KANSAS WITH EXPERIENCE AND PROFICIENCY IN LAND SURVEYING, THAT THE HERETOFORE DESCRIBED PROPERTY WAS SURVEYED AND SUBDIVIDED BY ME, OR UNDER MY SUPERVISION, THAT ALL SUBDIVISION REGULATIONS OF JOHNSON COUNTY, KANSAS, HAVE BEEN COMPLIED WITH IN THE PREPARATION OF THIS PLAT, THAT THIS SURVEY CONFORMS TO THE KANSAS MINIMUM STANDARDS FOR BOUNDARY SURVEYS, AND THAT ALL THE MONUMENTS SHOWN HEREON ACTUALLY EXIST AND THEIR POSITIONS ARE CORRECTLY SHOWN TO THE BEST OF MY KNOWLEDGE AND BELIEF. THE FIELD WORK WAS COMPLETED _____, 2020.

BY:

_____, P.S., #____

NAME

ADDRESS

PHONE #

OTHER COMMENTS

1. The signature block for the City Engineer is not needed on the Final Plat and should be removed. **Update Final Plat.**
2. Ordinance No. 1073 (in the 20' UE) has been noted on the plat but no reference to what this Ordinance means or how it affects the plat has been included. **Update Final Plat.**
3. Update the Legend to reflect actual abbreviations used in the document – P.O.B., ED. **Update Final Plat.**

RECOMMENDATION

City staff recommends **approval** of Application **FP2020-03** Final Plat for *Johnson County Fire Station #123*, subject to compliance with the following stipulations:

1. The commencement of any improvements shall not occur prior to the approval and endorsement of the Final Plat by the Governing Body and the submittal and approval of construction plans for all streets, sidewalks, storm water sewers, sanitary sewers, and water mains contained within the Final Plat. The property owner and/or developer shall work with City staff to determine the best possible placement for a storm water easement and shall dedicate said storm water easement on the submitted Final Plat.
2. The applicant shall meet all requirements of Recording a Final Plat as defined in Section 13.5 of the Edgerton Unified Development Code.
3. The applicant shall meet all requirements of Financial Assurances as defined in Section 13.7 of the Edgerton Unified Development Code.
4. All City Engineer comments related to the Stormwater Management Plan must be addressed.
5. All Final Plat requirements of the City listed above shall be met or addressed prior to recording of the Plat.

6. If the Final Plat is not recorded with the Johnson County Register of Deeds within one year after acceptance by the Governing Body, the plat will expire. Planning Commission re-approval and Governing Body re-acceptance is required for expired Final Plats.

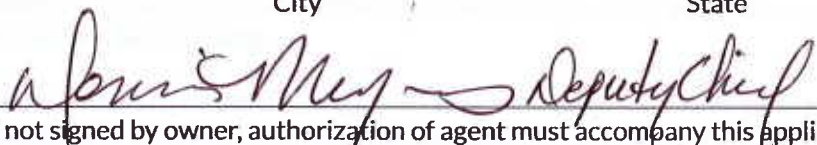
ATTACHMENTS

- Application FP2020-03
- Final Plat, *Johnson County Fire Station #123*

☒ INITIAL SUBMISSION☐ RE-REVIEWNAME OF PROPOSED SUBDIVISION: Fire Station 123LOCATION OR ADDRESS OF SUBJECT PROPERTY: 33364 W 191st StreetLEGAL DESCRIPTION: AttachedCURRENT ZONING ON SUBJECT PROPERTY: RUR CURRENT LAND USE: AgricultureTOTAL AREA: 5.53 Acres NUMBER OF LOTS: 1 AVG. LOT SIZE: _____ Sq. Ft.

DEVELOPER'S NAME(S): _____ PHONE: _____

COMPANY: _____ FAX: _____

MAILING ADDRESS: _____
Street City State ZipPROPERTY OWNER'S NAME(S): _____ PHONE: (913) 764-7635COMPANY: Johnson County Fire District 1 FAX: _____MAILING ADDRESS: 490 New Century Pkwy, New Century, KS 66031
Street City State ZipENGINEER'S NAME(S): Jonathon Smith PHONE: (913) 451-1818COMPANY: SK Design Group, Inc. FAX: _____MAILING ADDRESS: 4600 College Blvd, Suite 100, Overland Park, KS 66211
Street City State ZipSIGNATURE OF OWNER OR AGENT: 
If not signed by owner, authorization of agent must accompany this application.

NOTE: Ten (10) copies of the proposed preliminary plat must accompany this application for staff review. One (1) reduced copy (8 1/2 x 11) must also be submitted with the application.

FOR OFFICE USE ONLYApplication No.: FP2020-03 Application Fee Paid: \$ _____ Date Fee Paid: _____ Receipt # _____

Publication Fee Paid: \$ _____ Date Fee Paid: _____ Receipt # _____

Received By: 

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

PROJECT LOCATION

W. 191st ST.

W. 191st ST.

NW 1/4

NE 1/4

FOUR CORNERS RD.

SW 1/4

SE 1/4

HONESFIELD LANE

W. 199th ST.

Owner's Certificate:
IN TESTIMONY WHEREOF, FIRE DISTRICT # 1 OF JOHNSON COUNTY
HAS CAUSED THIS INSTRUMENT TO BE EXECUTED THIS _____ DAY OF
_____, 2020.

NAME _____

STATE OF KANSAS }
COUNTY OF JOHNSON } SS:

BE IT REMEMBERED, THAT ON THIS _____ DAY OF _____, 2020, BEFORE ME,
THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE COUNTY AND STATE
OF KANSAS, CAME _____, WHOSE PERSONAL KNOWLEDGE TO ME TO BE
THAT SAID PERSON WHO EXECUTED THE FOREGOING INSTRUMENT OF WRITING AND
SAID PERSON DULY ACKNOWLEDGED THE EXECUTION OF THE SAME FOR
_____ AND FOR THE USES AND PURPOSES HEREIN SET FORTH.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY NOTARIAL
SEAL THE DAY AND YEAR LAST ABOVE WRITTEN.

MY APPOINTMENT EXPIRES: _____ NOTARY PUBLIC _____

APPROVED BY THE ZONING ADMINISTRATOR OF THE CITY OF EDGERTON,
KANSAS

THIS ____ DAY OF _____, 2020.

BY _____
KATY CROW, ZONING ADMINISTRATOR

APPROVED: THE CITY PLANNING COMMISSION OF EDGERTON, KANSAS

CHAIRMAN: JOHN DALEY _____ DATE _____

APPROVED BY THE GOVERNING BODY OF THE CITY OF EDGERTON, KANSAS,
THIS _____ DAY OF _____, 2020.

DONALD ROBERTS, MAYOR

ATTEST _____
CHRIS CLINTON City Clerk

GREG GRANT R.L.S.
14343 2450 ROAD
FONTANA, KANSAS
913-558-3408

I GREG GRANT, HEREBY CERTIFY THAT ON MAY 10, 2019 I MADE A SURVEY OF THE DESCRIBED TRACT OF LAND, AND THE RESULTS OF SAID SURVEY ARE CORRECTLY REPRESENTED ON THIS PLAT.

GREG GRANT LS-1273 JUNE 15, 2020
14343 2450 ROAD
FONTANA, KANSAS 66026
913-757-2310

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 20091C0118G, 20091C0119G, 20091C0133G MAP REVISED DATE: AUGUST 3, 2009.
11.41 ACRES

LAND AREA:
LOT 1
11.41 ACRES TOTAL
11.099 ACRES NET
0.32 ACRES STREET RIGHT-OF-WAY

DEVELOPER:
FIRE DISTRICT #1-JOHNSON COUNTY, KANSAS
490 NEW CENTURY PKWY
NEW CENTURY, KS 66031

LEGEND
M = MEASURED
D = DEED
E = 1/2" x 24" BAR AND CAP 1273
P = PLAT
O = BAR FOUND
C = CALCULATED

CLOSURE

COURSE: S 02-10-55 E DISTANCE: 462.00
COURSE: N 87-49-37 E DISTANCE: 253.39
ARC LENGTH: 321.62 RADIUS: 1021.00 DELTA: -18-02-54
COURSE: N 69-46-54 E DISTANCE: 1194.35
COURSE: N 01-26-31 W DISTANCE: 20.00
COURSE: S 88-33-32 W DISTANCE: 1705.79
AREA: 496934.20 11.41 ACRES
ERROR OF CLOSURE: 0.006 COURSE: N 76-25-22 E
PRECISION 1: 622893.36

DISTANCE: 20.00
DISTANCE: 1705.79
11.41 ACRES
COURSE: N 76-25-22 E

EDGERTON CITY HALL
PLANNING COMMISSION MEETING
REGULAR SESSION
October 13, 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 Deb Lebakken, and Commissioner Charlie Crooks. Commissioner Tim Berger was absent. Also present were Development Services Director Katy Crow and Planning and Zoning Coordinator Chris Clinton.

The Planning and Zoning Coordinator announced a quorum was present.

NEW BUSINESS

PUBLIC HEARING – PRELIMINARY PLAT FOR FIRE STATION #123 – APPLICATION PP2020-03

Chairperson Daley introduced the item. Ms. Katy Crow, Development Services Director, stated this preliminary plat request is regarding the parcel that the Planning Commission (the Commission) rezoned at the last meeting. She reminded the Commission that the plat deals with the division of land and not verticals construction. She explained there are two (2) parcels consisting of 0.77 acres and 10.36 acres. The applicant is requesting the new lots be 5.88 and 5.21 acres. The platting is being done in preparation for a new fire station to be constructed on the eastern parcel and a possible future training facility to the west. Ms. Crow stated there is currently no development or access points to the parcel. All of the future access points are to be from W. 191st Street. Water will be provided by Water District 7 and sanitary sewer will be provided by the City of Edgerton. Evergy will be the provider of electrical services. Police protection will be provided by the City of Edgerton through the Johnson County Sheriff's Office. Ms. Crow said the parcels are located within the Bull Creek watershed.

Ms. Crow explained City Staff and the City Engineer has reviewed the preliminary plat. She said there are some items that need to be addressed. She said the zoning reflected on the Preliminary Plat is still Johnson County RUR and needs to be updated to the City of Edgerton's L-P district. The name of the applicant needs to be updated to Johnson County Fire District #1 (JCFD1) as it was purchased on July 31, 2020. Ms. Crow stated the signature block for the Mayor is missing and the location of streets, sidewalks, sanitary sewers, stormwater sewers, water mains, and fire hydrants need to be shown on the Preliminary Plat. Drainage easements are needed on these parcels and the applicant will work with the City Engineer to add those in the Final Plat. The Preliminary Plat will need to be updated to indicate building setback and any access restrictions. Ms. Crow said no restrictive covenants have been provided.

Mr. Jonathon Smith, SK Design Group, stated the surveyor has spoken with the City Engineer to address the comments and updates will be provided to the City shortly. Mr. Kile Morrison, Archimages, stated there will be no restrictive covenants to be put on the Preliminary or Final Plat.

Chairperson Daley opened the public hearing. There were no public comments made. Commissioner Lebakken motioned to close the public hearing. Commissioner Crooks seconded the motion. The public hearing was closed, 4-0.

Ms. Crow stated City Staff does recommend approval of Preliminary Plat PP2020-03 with the stipulations that all of the requirements stated before be met, and the Preliminary Plat shall be approved for a one (1) year period and shall be extended for an additional year upon the approval of a Final Plat for the same parcel of land or any part thereof. If a Final Plat is not approved for a portion or all of the land covered under the Preliminary Plat within 1 year, the Preliminary Plat shall be ruled null and void. The Commission, upon submittal and approval of a written request, may grant a 1-year extension on the approval of the Preliminary Plat.

Commissioner Crooks motioned to approve Preliminary Plat PP2020-03 with the stipulations outlined by City Staff. Commissioner Little seconded the motion. Preliminary Plat PP2020-03 was approved, 4-0

FINAL PLAT FOR FIRE STATION #123 – APPLICATION FP2020-03

Ms. Crow explained this application is for the same parcels that were in the Preliminary Plat just approved by the Commission. The parcels are located south of the vacated 191st Street and north of the newly constructed 191st Street. The utility providers are the same as Preliminary Plat PP2020-03. She stated City Staff and the City Engineer has reviewed the plans and had the following comments.

1. The monuments need to be shown on the final plat and it needs to be confirmed they have been set.
2. The City Engineer has indicated that the survey has not been reference to section corners. A minimum of three (3) are needed. The found property or right-of-way monuments need to be shown to indicate how the boundary was established. Due to this information missing, it does not appear to meet the Kansas Minimum Standards for Boundary Surveys.
3. The survey date appears to be incorrect.
4. A table indicating the lot area, setbacks and building envelopes has not been provided and there is a spelling error in the table provided.
5. The easements shown do not include a book and page. If the easement is proposed, it needs to be labeled as such and all existing easements be labeled with the book and page.
6. The last paragraph from the dedication can be removed.
7. The certificate with the Register of Deeds will be added upon filing the Final Plat with the Johnson County Records and Tax Administration.
8. The City engineer stated the land surveyor's certificate needs to be added.
9. The signature block for the City Engineer needs to be removed.
10. There is an ordinance (Ordinance No. 1073) noted on the Final Plat but no reference to how it affects the plat. Ms. Crow stated Ordinance No. 1073 vacates the right-of-way to the north and that description needs to be added to the Final Plat.
11. The Legend needs to be updated to reflect the actual abbreviations used in the Final Plat.

Mr. Morrison stated these changes have been made and will be submitted to the City soon for review. Chairperson Daley asked if the fire station will be replacing the station in the residential station in Edgerton. Chief Jerry Holly, JCFD1, stated it will not and both stations will serve Edgerton. Ms. Crow stated that was discussed at the City Council meeting as well and will be included in a Memorandum of Understanding between the City and JCFD1.

Ms. Crow explained City Staff does recommend approval of Final Plat FP2020-03 with the stipulations of the commencement of any improvements shall not occur prior to the approval and endorsement of the Final Plat by the Governing Body and the submittal and approval of construction plans for all streets, sidewalks, stormwater sewer, sanitary sewer, and water mains contained within the Final Plat. The property owner and/or developer shall work the City Staff to determine the best possible placement for a stormwater easement and shall dedicate said stormwater easement of the submitted Final Plat. The applicant shall meet all requirements of Recording a Final Plat as defined in Section 13.5 of the Edgerton Unified Development Code (UDC). The applicant shall meet all requirements of Financial Assurances as defined in Section 13.7 of the Edgerton UDC. All Final Plat requirements of the City stated before shall be met or addressed prior to recording of the Plat. The final stipulation is if the Final Plat is not recorded with the Johnson County Register of Deeds within 1 year after acceptance by the Governing Body, the plat will expire and the Commission's re-approval and re-acceptance by the Governing Body will be required.

Commissioner Crooks motioned to approve Final Plat FP2020-03 with the stipulations outlined by City Staff. Commissioner Lebakken seconded the motion. Final Plat FP2020-03 was approved with the stipulations, -0.

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

Toby J. Carpenter the owner, keeper, lessee, occupant or person in charge of the following described property in the City of Edgerton, Kansas, containing 26 acres.

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

715 W 8th St., Edgerton, KS 66021
Residential Agriculture

715 W 8TH ST

SUBDIVISION NW1/4 7-15-22 E 759' W

1129' N 660' LT 24 11.5 ACS M/L EDC

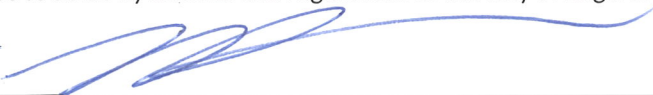
424A

Do hereby make application to the Governing Body of the City of Edgerton to keep:

Number of animals: _____ Description of animal(s) (one per acre): _____

Number of fowls: 2 Description of fowl(s) (five per acre): Peacock, Peahen

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


Signature of Applicant

10/20/2020
Date

715 W. 8th St., Edgerton, KS 66021
Address of Applicant

913-461-4099
Phone Number

OFFICE USE ONLY

Application approved this _____ day of _____, _____ by the Governing Body of the City of Edgerton.

PERMIT VALID FOR ONE YEAR FROM DATE OF APPROVAL.

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

Galaz Trust (Sergio Galaz Trustee) the owner, keeper, lessee, occupant or person in charge of the following described property in the City of Edgerton, Kansas, containing 8.75 acres.

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

1300 West Braun St.

Calves belong to:

Don Chapman

34056 W. 287th

Paola, Kansas 66071

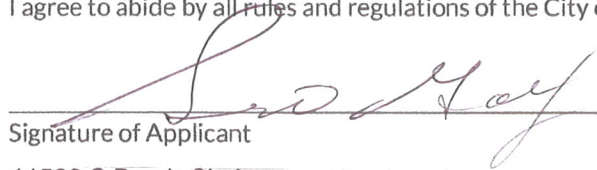
913-481-9979

Do hereby make application to the Governing Body of the City of Edgerton to keep:

Number of animals: 5 Description of animal(s) (one per acre): Calves

Number of fowls: 0 Description of fowl(s) (five per acre): _____

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


Signature of Applicant

10/27/20
Date

11566 S Burch Circle
Olathe, Ks 66061

Address of Applicant

913-219-7741

Phone Number

OFFICE USE ONLY

Application approved this _____ day of _____, _____ by the Governing Body of the City of Edgerton.

PERMIT VALID FOR ONE YEAR FROM DATE OF APPROVAL.

City Council Action Item

Council Meeting Date: November 12, 2020

Department: Administration

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

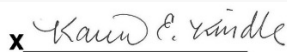
Background/Description of Item:

Historically, the City of Edgerton has thanked its long-term employees for their years of service with a longevity bonus at year-end. The bonus has been awarded based on \$1.50 per month of employment with the City. Using this methodology, 2020 bonuses would total \$1,857.00 and would range from \$50 to \$552.00. Employees who have not worked for the City for at least thirty-three months and part-time employees would receive a minimum \$50 bonus. The City of Edgerton Personnel Rules and Regulations state "Annual longevity pay may be given at the discretion of the Governing Body."

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

Funding Source: General Fund, Water Fund, Sewer Fund

Budget Allocated: General Fund Salaries: \$1,285,149; Water Fund Salaries: \$69,753; Sewer Fund Salaries: \$121,541.

x 

Finance Director Approval: Karen Kindle, Finance Director

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

Prepared by: Karen Kindle, Finance Director



City Council Action Item

Council Meeting Date: November 12, 2020

Department: Administration

Agenda Item: Consider Ordinance No. 2049 Providing for the Range of Salaries and Compensation of Various City Officers and Employees

Background/Description of Item:


Approval of the compensation and benefits study included the direction to annually update the minimum and maximum amounts of the pay ranges to reflect the CPI percentage used during budget development. The CPI used during development of the 2021 Budget was 1.8%.

If approved, Ordinance No. 2049 will go into effect January 1, 2021, and repeal the previous salary ordinance.

Related Ordinance(s) or Statue(s): Ordinance No. 2042

Funding Source: General Fund, Water Fund, Sewer Fund

Budget Allocated: Salaries and wages are included in the various departments in the operating budgets of the General Fund, Water Fund and Sewer Fund.

x 

Finance Director Approval: Karen Kindle, Finance Director

Recommendation: Approve Ordinance No. 2049 Providing for the Range of Salaries and Compensation of Various City Officers and Employees.

Enclosed: Ordinance No. 2049 Redlined
Ordinance No. 2049 Clean

Prepared by: Karen Kindle, Finance Director

ORDINANCE NO. ~~2000~~2049

AN ORDINANCE PROVIDING FOR THE RANGE OF SALARIES AND COMPENSATION OF VARIOUS CITY OFFICERS AND EMPLOYEES OF THE CITY OF EDGERTON, KANSAS, EFFECTIVE UPON PUBLICATION AND REPEALING ALL ORDINANCES IN CONFLICT THEREWITH

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

SECTION ONE: In accordance with the provisions of the Personnel Rules and Regulations of the City of Edgerton, Kansas, and Section 1-319 of Article 3 of Chapter I of the Code of the City of Edgerton, Kansas, the following appointed officers and employees of the City of Edgerton, Kansas shall have the following annual pay ranges:

**City of Edgerton, Kansas
Base Salary Structure**

Range	Job Title	Minimum	Maximum
1	Not used		
2	Seasonal Laborer School Crossing Guard Summer Youth Coordinator	\$15,306 <u>\$15,582</u>	\$26,601 <u>\$27,080</u>
3	Customer Service Representative Maintenance Technician I Administrative Assistant Court Clerk	\$31,973 <u>\$32,549</u>	\$47,959 <u>\$48,822</u>
4	Maintenance Technician II Customer Service Representative II	\$37,048 <u>\$37,715</u>	\$55,571 <u>\$56,571</u>
5	Accounting Technician Code Enforcement/Animal Control Officer Recreation Coordinator	\$40,346 <u>\$41,072</u>	\$60,519 <u>\$61,608</u>
6	Foreman Planning & Zoning Coordinator Building Inspector	\$46,183 <u>\$47,014</u>	\$69,274 <u>\$70,521</u>
7	City Clerk Accountant	\$50,750 <u>\$51,664</u>	\$76,125 <u>\$77,495</u>
8	Marketing/Communications Manager	\$54,810 <u>\$55,797</u>	\$82,215 <u>\$83,695</u>
9	Public Works Superintendent Utilities Superintendent CIP Project Manager	\$60,900 <u>\$61,996</u>	\$91,350 <u>\$92,994</u>
10	Assistant City Administrator Development Services Director Finance Director Public Works Director	\$86,275 <u>\$87,828</u>	\$129,413 <u>\$131,742</u>

SECTION TWO: The following officers and employees of the City of Edgerton, Kansas shall receive compensation as hereinafter provided:

Position	Compensation
City Treasurer	\$180.25 per calendar month
City Attorney	\$175.00 per hour. Duties include: attendance at City Council meetings, preparation of ordinary ordinances, advise, conference and phone calls.
Municipal Judge	\$500 per docket attended
Prosecuting Attorney	\$150 per hour
Court Appointed Attorney	\$75.00 per hour for in-court time and out-of-court preparation time

SECTION THREE: The City Administrator shall set the individual employee's salary and compensation which shall fall within the salary and compensation ranges established by this Ordinance.

SECTION FOUR: All other ordinances in conflict are hereby repealed upon the adoption of this Ordinance.

SECTION FIVE: This Ordinance shall take effect on January 1, 2021.

ADOPTED BY THE GOVERNING BODY AND APPROVED BY THE MAYOR OF EDGERTON, KANSAS ON THE 12TH DAY OF November 2020.

DONALD ROBERTS, Mayor

ATTEST:

ALEXANDRIA CLOWER, City Clerk

APPROVED AS TO FORM:

LEE W. HENDRICKS, City Attorney

ORDINANCE NO. 2049

AN ORDINANCE PROVIDING FOR THE RANGE OF SALARIES AND COMPENSATION OF VARIOUS CITY OFFICERS AND EMPLOYEES OF THE CITY OF EDGERTON, KANSAS, EFFECTIVE UPON PUBLICATION AND REPEALING ALL ORDINANCES IN CONFLICT THEREWITH

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

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SECTION FOUR: All other ordinances in conflict are hereby repealed upon the adoption of this Ordinance.

SECTION FIVE: This Ordinance shall take effect on January 1, 2021.

ADOPTED BY THE GOVERNING BODY AND APPROVED BY THE MAYOR OF
EDGERTON, KANSAS ON THE 12TH DAY OF November 2020.

DONALD ROBERTS, Mayor

ATTEST:

ALEXANDRIA CLOWER, City Clerk

APPROVED AS TO FORM:

LEE W. HENDRICKS, City Attorney

City Council Action Item

Council Meeting Date: November 12, 2020

Department: Administration

Agenda Item: Consider a Cloud Agreement with Microsoft

Background/Description of Item:

Part of the City's future IT planning includes migrating the City's files, domain and active directory to the Cloud. This project would (1) provide enhanced security for the City's files while also providing increased device and user management capabilities for staff working offsite; (2) eliminate the need for the on-site server and related maintenance and replacement costs; (3) eliminate the need for the sever backup service as the data will be housed in the cloud with backup and redundancies that will be covered in the licensing fees; (4) provide faster access for staff located in facilities outside of City Hall; (5) provide access in the event of power outages and internet outages at City Hall. The need for improved access to files stored on the server became apparent during the pandemic when City staff were working from home and had trouble efficiently accessing their data and files being stored on the server.

The licensing for the cloud services will be handled by the City's IT provider, Strategy New Media, a Microsoft Reseller. Microsoft requires that a Cloud Agreement be signed by the City in order to use the services. The agreement covers the relationship with Strategy as the reseller but doesn't lock the City into using Strategy for IT services. The City can sign a new Cloud Agreement with a new IT provider at any time.

Staff has worked with the City's IT provider to submit this project for CARES Act funding under the category of facilitating telework. The CARES Act funding will allow the City to accelerate this project and take advantage of the grant funds available vs utilizing City funds.

The agreement is currently under review by the City Attorney.

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

Funding Source: CARES Act Grant

Budget Allocated: \$13,000

Finance Director Approval:  x
Karen Kindle, Finance Director

Recommendation: Approve the Cloud Agreement with Microsoft Subject to Approval by the City Attorney.

Enclosed: Microsoft Cloud Agreement

Prepared by: Karen Kindle * Finance Director

Microsoft Cloud Agreement

This Microsoft Cloud Agreement is entered into between the entity you represent, or, if you do not designate an entity in connection with a Subscription purchase or renewal, you individually ("Customer"), and Microsoft Corporation ("Microsoft"). It consists of the terms and conditions below, Use Rights, SLA, and all documents referenced within those documents (together, the "agreement"). It is effective on the date that your Reseller provisions your Subscription. Key terms are defined in Section 10.

1. *Grants, rights and terms.*

All rights granted under this agreement are non-exclusive and non-transferable and apply as long as neither Customer nor any of its Affiliates is in material breach of this agreement.

- a. **Software.** Upon acceptance of each order, Microsoft grants Customer a limited right to use the Software in the quantities ordered.
 - (i) **Use Rights.** The Use Rights in effect when Customer orders Software will apply to Customer's use of the version of the Software that is current at the time. For future versions and new Software, the Use Rights in effect when those versions and Software are first released will apply. Changes Microsoft makes to the Use Rights for a particular version will not apply unless Customer chooses to have those changes apply.
 - (ii) **Temporary and perpetual licenses.** Licenses available on a subscription basis are temporary. For all other licenses, the right to use Software becomes perpetual upon payment in full.
- b. **Online Services.** Customer may use the Online Services as provided in this agreement.
 - (i) **Online Services Terms.** The Online Services Terms in effect when Customer orders or renews a subscription to an Online Service will apply for the applicable subscription term. For Online Services that are billed periodically based on consumption, the Online Services Terms current at the start of each billing period will apply to usage during that period.
 - (ii) **Suspension.** Microsoft may suspend use of an Online Service during Customer's violation of the Acceptable Use Policy or failure to respond to a claim of alleged infringement. Microsoft will give Customer notice before suspending an Online Service when reasonable.
 - (iii) **End Users.** Customer controls access by End Users, and is responsible for their use of the Product in accordance with this agreement. For example, Customer will ensure End Users comply with the Acceptable Use Policy.
 - (iv) **Customer Data.** Customer is solely responsible for the content of all Customer Data. Customer will secure and maintain all rights in Customer Data necessary for Microsoft to provide the Online Services to Customer without violating the rights of any third party or otherwise obligating Microsoft to Customer or to any third party. Microsoft does not and will not assume any obligations with respect to Customer Data or to Customer's use of the Product other than as expressly set forth in this agreement or as required by applicable law.
 - (v) **Responsibility for your accounts.** Customer is responsible for maintaining the confidentiality of any non-public authentication credentials associated with Customer's use of the Online Services. Customer must promptly notify customer support about any possible misuse of Customer's accounts or authentication credentials or any security incident related to the Online Services.

- c. License transfers.** License transfers are not permitted, except that Customer may transfer only fully-paid perpetual licenses to (1) an Affiliate or (2) a third party, solely in connection with the transfer of hardware or employees to whom the licenses have been assigned to the third party as part of (a) a divestiture of all or part of an Affiliate or (b) a merger involving Customer or an Affiliate. Upon such transfer, Customer and its Affiliates must uninstall and discontinue using the licensed Product and render any copies unusable. Attempted license transfers that do not comply with this agreement are void.
- d. Reservation of rights.** Products are protected by copyright and other intellectual property rights laws and international treaties. Microsoft reserves all rights not expressly granted in this agreement. No rights will be granted or implied by waiver or estoppel. Rights to access or use Software on a device do not give Customer any right to implement Microsoft patents or other Microsoft intellectual property in the device itself or in any other software or devices.
- e. Restrictions.** Customer may use the Product only in accordance with this agreement. Customer may not (and is not licensed to): (1) reverse engineer, decompile or disassemble any Product or Fix, or attempt to do so; (2) install or use non-Microsoft software or technology in any way that would subject Microsoft's intellectual property or technology to any other license terms; or (3) work around any technical limitations in a Product or Fix or restrictions in Product documentation. Customer may not disable, tamper with, or otherwise attempt to circumvent any billing mechanism that meters Customer's use of the Online Services. Except as expressly permitted in this agreement or Product documentation, Customer may not distribute, sublicense, rent, lease, lend, resell or transfer and Products, in whole or in part, or use them to offer hosting services to a third party.
- f. Preview releases.** Microsoft may make Previews available. **Previews are provided "as-is," "with all faults," and "as-available," and are excluded from the SLA and all limited warranties provided in this agreement.** Previews may not be covered by customer support. Previews may be subject to reduced or different security, compliance, and privacy commitments, as further explained in the Online Services Terms and any additional notices provided with the Preview. Microsoft may change or discontinue Previews at any time without notice. Microsoft also may choose not to release a Preview into "General Availability."
- g. Verifying compliance for Products.**
- (i) Right to verify compliance.** Customer must keep records relating to all use and distribution of Products by Customer and its Affiliates. Microsoft has the right, at its expense, to verify compliance with the Products' license terms. Customer must promptly provide any information reasonably requested by the independent auditors retained by Microsoft in furtherance of the verification, including access to systems running the Products and evidence of licenses for Products that Customer hosts, sublicenses, or distributes to third parties. Customer agrees to complete Microsoft's self-audit process, which Microsoft may request as an alternative to a third party audit.
- (ii) Remedies for non-compliance.** If verification or self-audit reveals any unlicensed use of Products, then within 30 days (1) Customer must order sufficient licenses to cover its use, and (2) if unlicensed use is 5% or more, Customer must reimburse Microsoft for the costs Microsoft incurred in verification and acquire the necessary additional licenses at 125% of the price, based on the then-current price last and customer price level. The unlicensed use percentage is based on the total number of licenses purchased for current use compared to the actual installed base. If there is no unlicensed use, Microsoft will not subject Customer to another verification for at least one year. By exercising the rights and procedures described above, Microsoft does not waive its rights to enforce this agreement or to protect its intellectual property by any other legal means.
- (iii) Verification process.** Microsoft will notify Customer at least 30 days in advance of its intent to verify Customers' compliance with the license terms for the Products Customer

and its Affiliates use or distribute. Microsoft will engage an independent auditor, which will be subject to a confidentiality obligation. Any information collected in the self-audit will be used solely for purposes of determining compliance. This verification will take place during normal business hours and in a manner that does not unreasonably interfere with Customer's operations.

2. Subscriptions, ordering.

- a. Choosing a Reseller.** Customer must choose and maintain a Reseller authorized within its region. If Microsoft or Reseller chooses to discontinue doing business with each other, Customer must choose a replacement Reseller or purchase a Subscription directly from Microsoft, which may require Customer to accept different terms.
- b. Available Subscription offers.** The Subscription offers available to Customer will be established by its Reseller and generally can be categorized as one or a combination of the following:
 - (i) Online Services Commitment Offering.** Customer commits in advance to purchase a specific quantity of Online Services for use during a Term and to pay upfront or on a periodic basis for continued use of the Online Service.
 - (ii) Consumption Offering (also called Pay-As-You-Go).** Customer pays based on actual usage with no upfront commitment.
 - (iii) Limited Offering.** Customer receives a limited quantity of Online Services for a limited term without charge (for example, a free trial) or as part of another Microsoft offering (for example, MSDN). Provisions in this agreement with respect to the SLA and data retention may not apply.
 - (iv) Software Commitment Offering.** Customer commits in advance to purchase a specific quantity of Software for use during a Term and to pay upfront or on a periodic basis for continued use of the Software.
- c. Ordering.**
 - (i)** Orders must be placed through Customer's designated Reseller. Customer may place orders for its Affiliates under this agreement and grant its Affiliates administrative rights to manage the Subscription, but, Affiliates may not place orders under this agreement. Customer also may assign the rights granted under Section 1.a and 1.b to a third party for use by that third party in Customer's internal business. If Customer grants any rights to Affiliates or third parties with respect to Software or Customer's Subscription, such Affiliates or third parties will be bound by this agreement and Customer agrees to be jointly and severally liable for any actions of such Affiliates or third parties related to their use of the Products.
 - (ii)** Customer's Reseller may permit Customer to modify the quantity of Online Services ordered during the Term of a Subscription. Additional quantities of Online Services added to a Subscription will expire at the end of that Subscription.
- d. Pricing and payment.** Prices for each Product and any terms and conditions for invoicing and payment will be established by Customer's Reseller.
- e. Renewal.**
 - (i)** Upon renewal of a Subscription, Customer may be required to sign a new agreement, a supplemental agreement or an amendment to this agreement.
 - (ii)** Customer's Subscription will automatically renew unless Customer provides its Reseller with notice of its intent not to renew prior to the expiration of the Term.

f. **Eligibility for Academic, Government and Nonprofit versions.** Customer agrees that if it is purchasing an academic, government or nonprofit offer, Customer meets the respective eligibility requirements listed at the following sites:

(i) For academic offers, the requirements for educational institutions (including administrative offices or boards of education, public libraries, or public museums) listed at <http://go.microsoft.com/academic>;

(ii) For government offers, the requirements listed at <http://go.microsoft.com/government>; and

(iii) For nonprofit offers, the requirements listed at <http://go.microsoft.com/nonprofit>.

Microsoft reserves the right to verify eligibility at any time and suspend the Online Service if the eligibility requirements are not met.

g. **Taxes.** The parties are not liable for any of the taxes of the other party that the other party is legally obligated to pay and which are incurred or arise in connection with or related to the transactions contemplated under this agreement, and all such taxes will be the financial responsibility of the party who is obligated by operation of law to pay such tax.

3. ***Term, termination.***

a. **Agreement term and termination.** This agreement will remain in effect until the expiration or termination of Customer's Subscription, whichever is earliest. Customer may terminate this agreement at any time by contacting its Reseller. The expiration or termination of this agreement will only terminate Customer's right to place new orders for additional Products under this agreement.

b. **Termination for cause.** If either party breaches this Agreement, the other party may terminate the breached agreement (in whole or in part, including orders) upon notice. If the breach is curable within 30 days, then the terminating party must provide 30 days' notice to the breaching party and an opportunity to cure the breach.

c. **Cancel a Subscription.** Customer's Reseller will establish the terms and conditions, if any, upon which Customer may cancel a Subscription.

4. ***Security, privacy, and data protection.***

a. **Reseller Administrator Access and Customer Data.** Customer acknowledges and agrees that (i) once Customer has chosen a Reseller, that Reseller will be the primary administrator of the Online Services for the Term and will have administrative privileges and access to Customer Data, however, Customer may request additional administrator privileges from its Reseller; (ii) Customer can, at its sole discretion and at any time during the Term, terminate its Reseller's administrative privileges; (iii) Reseller's privacy practices with respect to Customer Data or any services provided by Reseller are subject to the terms of Customer's agreement with its Reseller and may differ from Microsoft's privacy practices; and (iv) Reseller may collect, use, transfer, disclose, and otherwise process Customer Data, including personal data. Customer consents to Microsoft providing Reseller with Customer Data and information that Customer provides to Microsoft for purposes of ordering, provisioning and administering the Online Services.

b. Customer consents to the processing of personal information by Microsoft and its agents to facilitate the subject matter of this agreement. Customer may choose to provide personal information to Microsoft on behalf of third parties (including your contacts, resellers, distributors, administrators, and employees) as part of this agreement. Customer will obtain

all required consents from third parties under applicable privacy and data protection laws before providing personal information to Microsoft.

- c. Additional privacy and security details are in the Online Services Terms. The commitments made in the Online Services Terms only apply to the Online Services purchased under this agreement and not to any services or products provided by a Reseller. If Customer uses software or services that are hosted by a Reseller, that use will be subject to Reseller's privacy practices, which may differ from Microsoft's.
- d. As and to the extent required by law, Customer shall notify the individual users of the Online Services that their data may be processed for the purpose of disclosing it to law enforcement or other governmental authorities as directed by Reseller or as required by law, and Customer shall obtain the users' consent to the same.
- e. Customer appoints Reseller as its agent for purposes of interfacing with and providing instructions to Microsoft for purposes of this Section 4.

5. **Warranties.**

a. **Limited warranty.**

- (i) **Software.** Microsoft warrants that each version of the Software will perform substantially as described in the applicable Product documentation for one year from the date Customer is first licensed for that version. If it does not, and Customer notifies Microsoft within the warranty term, then Microsoft will, at its option, (1) return the price Customer paid for the Software license or (2) repair or replace the Software.
- (ii) **Online Services.** Microsoft warrants that each Online Service will perform in accordance with the applicable SLA during Customer's use. Customer's remedies for breach of this warranty are in the SLA.

The remedies above are Customer's sole remedies for breach of the warranties in this section. Customer waives any breach of warranty claims not made during the warranty period.

- b. **Exclusions.** The warranties in this agreement do not apply to problems caused by accident, abuse or use inconsistent with this agreement, including failure to meet minimum system requirements. These warranties do not apply to free or trial products, Previews, Limited Offerings, or to components of Products that Customer is permitted to redistribute.
- c. **Disclaimer.** **Except for the limited warranties above, Microsoft provides no warranties or conditions for Products and disclaims any other express, implied, or statutory warranties for Products, including warranties of quality, title, non-infringement, merchantability and fitness for a particular purpose.**

6. **Defense of third party claims.**

The parties will defend each other against the third-party claims described in this section and will pay the amount of any resulting adverse final judgment or approved settlement, but only if the defending party is promptly notified in writing of the claim and has the right to control the defense and any settlement of it. The party being defended must provide the defending party with all requested assistance, information, and authority. The defending party will reimburse the other party for reasonable out-of-pocket expenses it incurs in providing assistance. This section describes the parties' sole remedies and entire liability for such claims.

- a. **By Microsoft.** Microsoft will defend Customer against any third-party claim to the extent it alleges that a Product or Fix made available by Microsoft for a fee and used within the scope of the license granted under this agreement (unmodified from the form provided by Microsoft

and not combined with anything else), misappropriates a trade secret or directly infringes a patent, copyright, trademark or other proprietary right of a third party. If Microsoft is unable to resolve a claim of infringement under commercially reasonable terms, it may, as its option, either: (1) modify or replace the Product or Fix with a functional equivalent; or (2) terminate Customer's license and refund any prepaid license fees (less depreciation on a five-year, straight-line basis) for perpetual licenses and any amount paid for Online Services for any usage period after the termination date. Microsoft will not be liable for any claims or damages due to Customer's continued use of a Product or Fix after being notified to stop due to a third-party claim.

- b. By Customer.** To the extent permitted by applicable law, Customer will defend Microsoft against any third-party claim to the extent it alleges that: (1) any Customer Data or non-Microsoft software hosted in an Online Service by Microsoft on Customer's behalf misappropriates a trade secret or directly infringes a patent, copyright, trademark, or other proprietary right of a third party; or (2) Customer's use of any Product or Fix, alone or in combination with anything else, violates the law or harms a third party.

7. *Limitation of liability.*

For each Product, each party's maximum, aggregate liability to the other under this agreement is limited to direct damages finally awarded in an amount not to exceed the amounts Customer was required to pay for the applicable Products during the term of this agreement, subject to the following:

- a. Online Services.** For Online Services, Microsoft's maximum liability to Customer for any incident giving rise to a claim will not exceed the amount Customer paid for the Online Service during the 12 months before the incident; provided that in no event will Microsoft's aggregate liability for any Online Service exceed the amount paid for that Online Service during the Subscription.
- b. Free Products and distributable code.** For Products provided free of charge and code that Customer is authorized to redistribute to third parties without separate payment to Microsoft, Microsoft's liability is limited to direct damages finally awarded up to US\$5,000.
- c. Exclusions.** In no event will either party be liable for loss of revenue or indirect, special, incidental, consequential, punitive, or exemplary damages, or damages for loss of use, lost profits, revenues, business interruption, or loss of business information, however caused or on any theory of liability.
- d. Exceptions.** The limits of liability in this section apply to the fullest extent permitted by applicable law, but do not apply to: (1) the parties' obligations under section 6; or (2) violation of the other's intellectual property rights.

8. *Support and Professional Services.*

Customer's Reseller will provide details on support services available for Products purchased under this agreement. Support services may be performed by Reseller or its designee, which in some cases may be Microsoft. If Customer purchases Professional Services under this agreement, the performance of those Professional Services will be subject to the terms and conditions in the Use Rights.

9. *Miscellaneous.*

- a. Notices.** You must send notices by mail, return receipt requested, to the address below.

Notices should be sent to:

Microsoft Corporation
Volume Licensing Group
One Microsoft Way
Redmond, WA 98052
USA

Via Facsimile: (425) 936-7329

You agree to receive electronic notices from us, which will be sent by email to the account administrator(s) named for your Subscription. Notices are effective on the date on the return receipt or, for email, when sent. You are responsible for ensuring that the email address for the account administrator(s) named for your Subscription is accurate and current. Any email notice that we send to that email address will be effective when sent, whether or not you actually receive the email.

- b. Assignment.** You may not assign this agreement either in whole or in part. Microsoft may transfer this agreement without your consent, but only to one of Microsoft's Affiliates. Any prohibited assignment is void.
- c. Severability.** If any part of this agreement is held unenforceable, the rest remains in full force and effect.
- d. Waiver.** Failure to enforce any provision of this agreement will not constitute a waiver.
- e. No agency.** This agreement does not create an agency, partnership, or joint venture.
- f. No third-party beneficiaries.** There are no third-party beneficiaries to this agreement.
- g. Use of contractors.** Microsoft may use contractors to perform services, but will be responsible for their performance, subject to the terms of this agreement.
- h. Microsoft as an independent contractor.** The parties are independent contractors. Customer and Microsoft each may develop products independently without using the other's confidential information.
- i. Agreement not exclusive.** Customer is free to enter into agreements to license, use or promote non-Microsoft products or services.
- j. Applicable law and venue.** This agreement is governed by Washington law, without regard to its conflict of laws principles, except that (i) if you are a U.S. Government entity, this agreement is governed by the laws of the United States, and (ii) if you are a state or local government entity in the United States, this agreement is governed by the laws of that state. Any action to enforce this agreement must be brought in the State of Washington. This choice of jurisdiction does not prevent either party from seeking injunctive relief in any appropriate jurisdiction with respect to violation of intellectual property rights.
- k. Entire agreement.** This agreement is the entire agreement concerning its subject matter and supersedes any prior or concurrent communications. In the case of a conflict between any documents in this agreement that is not expressly resolved in those documents, their terms will control in the following order of descending priority: (1) this agreement, (2) the Product Terms, (3) the Online Services Terms, and (4) any other documents in this agreement.
- l. Survival.** All provisions survive termination of this agreement except those requiring performance only during the term of the agreement.

- m. U.S. export jurisdiction.** Products are subject to U.S. export jurisdiction. Customer must comply with all applicable international and national laws, including the U.S. Export Administration Regulations, the International Traffic in Arms Regulations, and end-user, end-use and destination restrictions issued by U.S. and other governments related to Microsoft products, services, and technologies.
- n. Force majeure.** Neither party will be liable for any failure in performance due to causes beyond that party's reasonable control (such as fire, explosion, power blackout, earthquake, flood, severe storms, strike, embargo, labor disputes, acts of civil or military authority, war, terrorism (including cyber terrorism), acts of God, acts or omissions of Internet traffic carriers, actions or omissions of regulatory or governmental bodies (including the passage of laws or regulations or other acts of government that impact the delivery of Online Services)). This Section will not, however, apply to your payment obligations under this agreement.
- o. Contracting authority.** If you are an individual accepting these terms on behalf of an entity, you represent that you have the legal authority to enter into this agreement on that entity's behalf.

10. Definitions.

Any reference in this agreement to "day" will be a calendar day.

"Acceptable Use Policy" is set forth in the Online Services Terms.

"Affiliate" means any legal entity that a party owns, that owns a party, or that is under common ownership with a party. "Ownership" means, for purposes of this definition, control of more than a 50% interest in an entity.

"Consumption Offering", "Commitment Offering", or "Limited Offering" describe categories of Subscription offers and are defined in Section 2.

"Customer Data" is defined in the Online Services Terms.

"End User" means any person you permit to access Customer Data hosted in the Online Services or otherwise use the Online Services.

"Fix" means a Product fix, modifications or enhancements, or their derivatives, that Microsoft either releases generally (such as Product service packs) or provides to Customer to address a specific issue.

"Licensing Site" means <http://www.microsoft.com/licensing/contracts> or a successor site.

"Non-Microsoft Product" is defined in the Online Services Terms.

"Online Services" means any of the Microsoft-hosted online services subscribed to by Customer under this agreement, including Microsoft Dynamics Online Services, Office 365 Services, Microsoft Azure Services, or Microsoft Intune Online Services.

"Online Services Terms" means the additional terms that apply to Customer's use of Online Services published on the Licensing Site and updated from time to time.

"Previews" means preview, beta, or other pre-release version or feature of the Online Services or Software offered by Microsoft to obtain customer feedback.

"Product" means all products identified in the Product Terms, such as all Software, Online Services and other web-based services, including Previews.

"Product Terms" means the document that provides information about Microsoft Products and Professional Services available through volume licensing. The Product Terms document is published on the Licensing Site and is updated from time to time.

“Professional Services” means Product support services and Microsoft consulting services provided to Customer under this agreement. “Professional Services” does not include Online Services.

“Reseller” means an entity authorized by Microsoft to resell Software licenses and Online Service Subscriptions under this program and engaged by you to provide assistance with your Subscription.

“SLA” means Service Level Agreement, which specifies the minimum service level for the Online Services and is published on the Licensing Site.

“Software” means licensed copies of Microsoft software identified on the Product Terms. Software does not include Online Services, but Software may be a part of an Online Service.

“Subscription” means an enrollment for Online Services for a defined Term as established by your Reseller.

“Term” means the duration of a Subscription (e.g., 30 days or 12 months).

“Use Rights” means the use rights or terms of service for each Product published on the Licensing Site and updated from time to time. The Use Rights supersede the terms of any end user license agreement that accompanies a Product. The Use Rights for Software are published by Microsoft in the Product Terms. The Use Rights for Online Services are published in the Online Services Terms.



City Council Action Item

Council Meeting Date: November 12, 2020

Department: Public Works

Agenda Item: Consider a Professional Services Agreement with Renaissance Infrastructure Consulting to Provide Construction Inspection Services For The 1st & Meriwood Stormwater Improvements Project

Background/Description of Item:

On September 1, 2020, the City of Edgerton issued a Request for Qualifications seeking construction inspection services for the installation of the Homestead Lane Intersection Improvements. Renaissance Infrastructure Consulting (RIC) performed the construction inspection services for Homestead Lane Intersection with a high level of satisfaction and attention to detail.

Renaissance Infrastructure Consulting (RIC) is a valued partner with the City of Edgerton and ElevateEdgerton!, having worked with the City on multiple occasions. RIC has extensive knowledge of how Edgerton conducts projects. They also have a team with over 30 years' experience.

City Staff recommends utilizing RIC for Construction Inspection services of the construction associated with the 1st and Meriwood Stormwater Improvements Project. Selection of RIC will expedite the start date for the project. City Staff and RIC will utilize the same agreement for services as previously agreed upon for the Homestead Lane Intersection Construction Inspection services. The Agreement provides a scope of work to include such services as performing inspections, notification of the City of any significant issues/changes to the plans, providing detailed reports of construction activity, reviewing testing reports and pay estimates, etc. The Agreement also includes an hourly rate schedule applicable for the term of the Agreement. The Agreement is structured similar to the Agreement for City Engineer services where the City is only billed for actual hours of work performed. Staff will work with RIC to best prioritize the use of their services to limit the project budget.

The Agreement is the City's standard agreement approved by City Attorney.

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

Funding Source: CIP Budget

Budget Allocated: \$72,250 General Fund

Finance Director Approval:

x Karen E. Kindle

Karen Kindle, Finance Director

Recommendation: Approve Professional Services Agreement with Renaissance Infrastructure Consulting to Provide Construction Inspection Services For The 1st & Meriwood Stormwater Improvements Project

Enclosed: Professional Services Agreement with Renaissance Infrastructure Consulting for Inspection Services

Prepared by: Dan Merkh, Public Works Director

**PROFESSIONAL
SERVICES
AGREEMENT
CONSULTANT-CLIENT**

THIS PROFESSIONAL SERVICES AGREEMENT (this "Agreement") is made and entered into as of the _____ day _____, _____ (the "Effective Date") by and between _____, party of the first part, (the CONSULTANT), and CITY OF EDGERTON, KANSAS, party of the second part, (the CLIENT).

WHEREAS, the CLIENT is authorized and empowered to contract with the CONSULTANT for the purpose of obtaining Professional Services for the following improvement/services (hereinafter referred to as the "Project"):

WHEREAS, the CONSULTANT is licensed in accordance with the laws of the State of Kansas and is qualified to perform the Professional Services desired by the CLIENT now therefore:

IT IS AGREED by and between the two parties aforesaid as follows:

SECTION 1 – DEFINITIONS

As used in this Agreement, the following terms shall have the meanings ascribed herein unless otherwise stated or reasonably required by this contract, and other forms of any defined words shall have a meaning parallel thereto.

- 1.1 "Additional Services" means any Services requested by the CLIENT which are not covered by **Exhibit 1** of this Agreement.
- 1.2 "Agreement" means this contract and includes change orders issued in writing.
- 1.3 "CLIENT" or "Client" means the City of Edgerton.
- 1.4 "CONSULTANT" or "Consultant" means the company identified on page 1 and any additional parties they might employ (upon the approval of CLIENT) to perform pursuant to this contract.
- 1.5 "Contract Documents" means those documents so identified in the Agreement for this Project.. Terms defined in General Conditions shall have the same meaning when used in this Agreement unless otherwise specifically stated or in the case of a conflict in which case the definition used in this Agreement shall prevail in the interpretation of this Agreement.
- 1.6 "Engineering Documents" or "Architectural Documents" or "Survey Documents" means plans, specifications, reports, drawings, tracings, designs, calculations, computer models, sketches, notes, memorandums or correspondence related to the work described in Exhibit 1 attached hereto.
- 1.7 "Consulting Services" or "Engineering Services" or "Architectural Services" or "Survey Services" means the professional services, labor, materials, supplies, testing and other acts or duties required of the CONSULTANT under this Agreement, together with Additional Services as CLIENT may request and evidenced by a supplemental agreement pursuant to the terms of this Agreement.
- 1.8 "Services" is a description of the required work as shown in **Exhibit 1**.

SECTION 2 – RESPONSIBILITIES OF CONSULTANT

- 2.1 SCOPE OF SERVICES: The CONSULTANT shall furnish and perform the various Professional Services of the Project to which this Agreement applies, as specifically provided in **Exhibit 1** for the completion of the Project.
- 2.2 GENERAL DUTIES AND RESPONSIBILITIES
 - 2.2.1. **Personnel:** The CONSULTANT shall assign qualified personnel to perform professional Services concerning the Project. At the time of execution of this Agreement, the parties anticipate that the following individual will perform as the principal point of contact on this Project.

Name: _____
Address: _____
Phone: _____

- 2.2.2. **Standard of Care:** In the performance of professional Services, CONSULTANT will use that level of care and skill ordinarily exercised by reputable members of CONSULTANT's profession currently practicing in the same locality under similar conditions.
- 2.2.3. **Independent Contractor:** The CONSULTANT is an independent contractor and as such is not an employee of the Client.
- 2.2.4. **Insurance:** CONSULTANT will maintain insurance for this Agreement, as specifically provided in **Exhibit 2**.
- 2.2.5. **Subcontracting of Service:** The CONSULTANT shall not subcontract or assign any of the Services to be performed under this Agreement without first obtaining the approval of the Client regarding the Services to be subcontracted or assigned and the firm or person proposed to perform the Services. Neither the CLIENT nor the CONSULTANT shall assign any rights or duties under this Agreement without the prior consent of the other party.
- 2.2.6. **Endorsement:** When applicable, the CONSULTANT shall sign and seal final plans, specifications, estimates and data furnished by the CONSULTANT according to Kansas Statutes and Rules and Regulations.
- 2.2.7. **Force Majeure:** Should performance of Services by CONSULTANT be affected by causes beyond its reasonable control, Force Majeure results. Force Majeure includes, but is not restricted to, acts of God; acts of a legislative, administrative or judicial entity; fires; floods; labor disturbances; epidemics; and unusually severe weather. CONSULTANT will be granted a reasonable time extension and the parties will negotiate an equitable adjustment to the price of any affected Work Order, where appropriate, based upon the effect of the Force Majeure on performance by CONSULTANT.
- 2.2.8. **Inspection of Documents:** The CONSULTANT shall maintain Project records for inspection by the CLIENT during the contract period and for five (5) years from the date of final payment.

SECTION 3 – CLIENT RESPONSIBILITIES

3.1 GENERAL DUTIES AND RESPONSIBILITIES

- 3.1.1. **Communication:** The CLIENT shall provide to the Consultant information and criteria regarding the CLIENT's requirement for the Project; examine and respond in a timely manner to the Consultant's submissions and give notice to the Consultant whenever the CLIENT observes or otherwise becomes aware of any defect in the Services. The CLIENT represents that all information they provide is accurate. CONSULTANT'S review and use of the information will be to the standard of care and any delays or additional costs due to inaccurate information will be the responsibility of the CLIENT.
- 3.1.2. **Access:** The CLIENT will provide access agreements for the Consultant to enter public and private property when necessary.
- 3.1.3. **Duties:** The CLIENT shall furnish and perform the various duties and Services in all phases of the Project which are outlined and designated in Exhibit 1 as the CLIENT's responsibility.
- 3.1.4. **Program and Budget:** The CLIENT shall provide full information stating the CLIENT's objectives, schedule, budget with reasonable contingencies and necessary design criteria so that CONSULTANT is able to fully understand the project requirements.

- 3.1.5. **Testing:** Any additional tests required to supplement the Scope of Services or tests required by law shall be furnished by the CLIENT.
- 3.1.6. **Legal, Insurance, Audit:** The CLIENT shall furnish all legal, accounting and insurance counseling Services as may be necessary at any time for the Project. The CLIENT shall furnish all bond forms required for the Project.
- 3.1.7. **Project Representative:** The CLIENT will assign the person indicated below to represent the CLIENT in coordinating this Project with the CONSULTANT, with authority to transmit instructions and define policies and decisions of the CLIENT.

Name: _____
Address: _____
Phone: _____

SECTION 4 – PAYMENT

4.1 COMPENSATION

- 4.1.1. **Fee and Expense:** The CLIENT agrees to pay the CONSULTANT a fee based on the actual hours expended on the Project at the rates indicated in the attached Fee Schedule; Exhibit 3 and the actual reimbursable expenses permitted under this Agreement and incurred on the Project. This fee is based on the scope of Services outlined in Exhibit 1 of this Agreement. Payment is due within thirty (30) days of billing by the CONSULTANT and any late payment will incur an interest charge of one (1) percent per month.
- 4.1.2. **Hourly Rate:** Any Additional Services which are not set forth in this Agreement will be charged on the basis of the hourly rate schedule attached hereto as Exhibit 3. No Additional Services or costs shall be incurred without proper written authorization of the CLIENT.
- 4.1.3. **Reimbursable Expenses:** Reimbursable expenses shall be charged following approval by CLIENT. Reimbursable expenses include, but are not limited to, expenses of transportation in connection with the Project; expenses in connection with authorized out-of-town travel; expenses of printing and reproductions; postage; expenses of renderings and models requested by the CLIENT and other costs as authorized by the CLIENT.
- 4.1.4. **Billing:** CONSULTANT shall bill the CLIENT monthly for services and reimbursable expenses according to **Exhibit 3**. The bill submitted by CONSULTANT shall itemize the services and reimbursable expenses for which payment is requested, notwithstanding any claim for interest or penalty claimed in a CONSULTANT's invoice. The CLIENT agrees to pay within thirty (30) days of billing by the CONSULTANT and any late payment will incur an interest charge of one and (1) percent per month.
- 4.1.5. **Change in Scope:** For modifications in authorized scope of services or project scope and/or modifications of drawings and/or specifications previously accepted by the CLIENT, when requested by the CLIENT and through no fault of the CONSULTANT, the CONSULTANT shall be compensated for time and expense required to incorporate such modifications at CONSULTANT's standard hourly rates per Exhibit 3. CONSULTANT shall correct or revise errors or deficiencies in its designs, drawings or specifications without additional compensation when due to CONSULTANT's negligence, error or omission.

- 4.1.6. **Supplemental Agreement:** This Agreement may be amended to provide for additions, deletions and revisions in the Services or to modify the terms and conditions thereof by written amendment signed by both parties. The contract price and contract time may only be changed by a written supplemental agreement approved by the CLIENT, unless it is the result of an emergency situation, in which case the CLIENT may give verbal, e-mail or facsimile approval which shall be the same as written and approved supplemental agreement.

SECTION 5 – MUTUAL PROVISIONS

5.1 TERMINATION

- 5.1.1. **Notice:** The CLIENT reserves the right to terminate this Agreement for either cause or for its convenience and without cause or default on the part of the CONSULTANT, by providing written notice of such termination to the CONSULTANT. Such notice will be with Twenty Four (24) hours' notice.

The CONSULTANT reserves the right to terminate this Agreement based on any material breach by the CLIENT, but only upon giving notice to CLIENT of the alleged breach and providing CLIENT thirty (30) days to cure such alleged breach.

Upon receipt of such notice from CLIENT, the CONSULTANT shall, at CLIENT's option as contained in the notice; Immediately cease all Services and meet with CLIENT to determine what Services shall be required of the CONSULTANT in order to bring the Project to a reasonable termination in accordance with the request of the CLIENT. The CONSULTANT shall also provide to the CLIENT digital and/or mylar copies of drawings and documents completed or partially completed at the date of termination. The CONSULTANT is entitled to terminate this agreement by providing thirty (30) days written notice.

- 5.1.2. **Compensation for Convenience Termination:** If CLIENT shall terminate for its convenience, as herein provided, CLIENT shall compensate CONSULTANT for all Services completed to date prior to receipt of the termination notice.
- 5.1.3. **Compensation for Default Termination:** If the CLIENT shall terminate for cause or default on the part of the CONSULTANT, the CLIENT shall compensate the CONSULTANT for the reasonable cost of Services completed to date of its receipt of the termination notice. Compensation shall not include anticipatory profit or consequential damages, neither of which will be allowed.
- 5.1.4. **Incomplete Documents:** Neither the CONSULTANT, nor its subconsultant, shall be responsible for errors or omissions in documents which are incomplete as a result of an early termination under this section, the CONSULTANT having been deprived of the opportunity to complete such documents and certify them as ready for construction and/or complete.

5.2 DISPUTE RESOLUTION

- 5.2.1. If a claim, dispute or controversy arises out of or relates to the interpretation, application, enforcement or performance of Services under this Agreement, CONSULTANT and CLIENT agree first to try in good faith to settle the dispute by negotiations between senior management of CONSULTANT and CLIENT. If such negotiations are unsuccessful, CONSULTANT and CLIENT agree to attempt to settle the dispute by good faith mediation. If the dispute cannot be settled through mediation, and unless otherwise mutually agreed, the dispute shall be settled by litigation in an appropriate court in Kansas. Except as

otherwise provided herein, each party shall be responsible for its own legal costs and attorneys' fees.

5.3 OWNERSHIP OF INSTRUMENTS OF SERVICE

5.3.1. Reports, drawings, plans or other documents (or copies) furnished to CONSULTANT by the CLIENT shall, at CLIENT's written request, be returned upon completion of the Services hereunder. Reports, drawings, plans, documents, software, field notes and work product (or copies thereof) in any form prepared or furnished by CONSULTANT under this Agreement are instruments of service. Exclusive ownership, copyright and title to all instruments of service remain with CONSULTANT. CLIENT is hereby granted a License to Use instruments of service with use limited to use on this project. The instruments of service are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the work or on any other project.

5.4 INDEMNIFY AND HOLD HARMLESS

5.4.1. CLIENT shall indemnify and hold CONSULTANT, its officers and employees harmless from and against any claim, judgment, demand or cause of action to the extent caused by: (i) CLIENT's breach of this Agreement; (ii) the negligent acts or omissions of CLIENT or its employees, contractors or agents.

5.4.2. CONSULTANT shall indemnify and hold CLIENT and its employees and officials from loss to the extent caused by: (i) CONSULTANT'S breach of this Agreement; (ii) incurred as a result of the negligence, errors or omissions of the CONSULTANT, its officers or employees in performance of Services pursuant to this Agreement.

5.5 ENTIRE AGREEMENT

5.5.1. This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, whether oral or written, covering the same subject matter. This Agreement may not be modified or amended except in writing mutually agreed to and accepted by both parties to this Agreement.

5.6 APPLICABLE LAW

5.6.1. This Agreement is entered into under and pursuant to, and is to be construed and enforceable in accordance with laws of the State of Kansas.

5.7 ASSIGNMENT OF AGREEMENT

5.7.1. This Agreement shall not be assigned or transferred by either the CONSULTANT or the CLIENT without the written consent of the other.

5.8 NO THIRD PARTY BENEFICIARIES

5.8.1. Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any third party.

5.9 COMPLIANCE WITH LAWS

5.10.1 CONSULTANT shall abide by known applicable federal, state and local laws, ordinances and regulations applicable to this Project until the Consulting Services required by this Agreement are completed consistent with the Professional Standard of Care. CONSULTANT

shall secure occupational and professional licenses, permits, etc., from public and private sources necessary for the fulfillment of its obligations under this Agreement.

5.10 TITLES, SUBHEADS AND CAPITALIZATION

5.11.1 Titles and subheadings as used herein are provided only as a matter of convenience and shall have no legal bearing on the interpretation of any provision of the Agreement. Some terms are capitalized throughout the Agreement but the use of or failure to use capitals shall have no legal bearing on the interpretation of such terms.

5.11 SEVERABILITY CLAUSE

5.11.1. Should any provision of this Agreement be determined to be void, invalid or unenforceable or illegal for whatever reason, such provisions shall be null and void; provided, however that the remaining provisions of this Agreement shall be unaffected hereby and shall continue to be valid and enforceable.

5.12 FIELD REPRESENTATION

5.12.1. Unless otherwise expressly agreed to in writing, CONSULTANT shall not be responsible for the safety or direction of the means and methods at the contractor's project site or their employees or agents, and the presence of CONSULTANT at the project site will not relieve the contractor of its responsibilities for performing the work in accordance with applicable regulations, or in accordance with project plans and specifications. If necessary, CLIENT will advise any contractors that Consultant's Services are so limited. CONSULTANT will not assume the role of "prime contractor", "constructor", "controlling employer", "supervisor" or their equivalents, unless the scope of such Services are expressly agreed to in writing.

5.13 HAZARDOUS MATERIALS

5.13.1. The CONSULTANT and the CONSULTANT's subconsultants shall have no responsibility for the discovery, presence, handling, removal or disposal or exposure of persons to hazardous materials in any form at the Project site.

5.14 AFFIRMATIVE ACTION

5.14.1. The CONSULTANT agrees to comply with the provisions of K.S.A. 44-1030 in the Kansas Acts Against Discrimination.

5.15 SPECIAL PROVISIONS

5.15.1. Special Provisions may be attached and become a part of this agreement as **Exhibit 4**.

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate this _____ day of _____, 20__.

CONSULTANT:

CLIENT:

(Firm Name)

**City of Edgerton,
Kansas**

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

END OF CONSULTANT-CLIENT AGREEMENT

EXHIBIT 1
SCOPE OF SERVICES

EXHIBIT 2

CITY OF EDGERTON, KS INSURANCE REQUIREMENTS FOR DESIGN & CONSULTING SERVICES - 2020

Consultant shall procure and maintain at its sole cost and expense, the following insurance coverage for the duration of the project and for a period of at least two (2) years (five years for professional liability insurance) following termination of this agreement, with minimum acceptable limits as follows:

(1) COMMERCIAL GENERAL LIABILITY

\$1,000,000 Per Occurrence

\$2,000,000 Aggregate

Coverage shall be written on ISO occurrence form CG 0001 or equivalent. Endorsements or policy provisions that limit contractual liability are not acceptable. It shall also name City, its officers, officials, employees, and agents as additional insureds on a primary basis, not contributing with any insurance maintained by the additional insured, using ISO additional insured endorsement CG 2010, or its equivalent, copies of which are required to be attached to the certificate of insurance.

(2) WORKERS COMPENSATION - STATUTORY & EMPLOYERS LIABILITY

\$100,000 Each Accident

\$500,000 Policy Limit - Disease

\$100,000 Each Employee – Disease

Coverage shall apply to all workers and employees related to the work, including sole proprietors, partners, members of an LLC, and officers of a corporation, regardless of whether or not such persons come under the statutory requirements to carry this coverage. Firms domiciled outside the state of Kansas must have "other states" coverage in effect.

(3) PROFESSIONAL LIABILITY / ERRORS & OMISSIONS

\$1,000,000 Per Claim

\$2,000,000 Aggregate

This coverage, shall apply to actual or alleged negligent wrongful acts, errors or omissions resulting in claim(s) for damages related to the work involving the operations of Consultant, and/or its sub-Consultant(s) if any are utilized in the completion of the work. If such policy is "claims-made" form, the retroactive date must be shown and must be before the date of the Agreement or the beginning of work set forth in the Agreement. This insurance must be maintained and evidence of insurance must be provided for at least Five (5) years after termination of this Agreement. If coverage is canceled or non-renewed and not replaced with another "claims-made" policy form with a Retroactive Date prior to the Agreement effective date, Consultant must purchase "extended reporting period" (tail) coverage for a minimum period representing at least Five (5) years after termination of this agreement.

CITY OF EDGERTON, KS
INSURANCE REQUIREMENTS FOR DESIGN & CONSULTING SERVICES – 2020, CONT'D

(4) WAIVER OF SUBROGATION

Consultant, and in addition, its insurers, through policy endorsement, and to the fullest extent permitted by law, waives all rights against City, its officers, officials, employees, and agents for recovery of damages to the extent that these damages are covered by commercial general liability, commercial umbrella liability, business auto liability or workers compensation and employers liability insurance maintained per the requirements stated above.

(5) CERTIFICATE OF INSURANCE

Prior to commencing the work, Consultant shall furnish an acceptable certificate(s) of insurance, identifying insurers that write Consultant's coverages, with minimum Best's Guide Rating of A- and Class VIII or better, and authorized to do business in the state of Kansas. Certificate will evidence the required coverage and endorsements stated above. Should any of the above described policies be cancelled or non-renewed, the City shall first be provided 30 days prior written notice, except 10 days for non-payment of premium. This cancellation provision shall be indicated on the certificate of insurance. City also reserves the right to obtain copies of Consultant's policies to validate coverage in effect if certificates are ambiguous. Annually, Consultant agrees to provide a new/replacement formal certificate of insurance five (5) days prior to the expiration date. If any portion of the work is to be subcontracted, Consultant shall require that the subcontracted Consultant(s) shall comply with the same indemnification agreement terms and be required to provide and maintain all insurance coverages and provisions as stated above, with a formal certificate of insurance acceptable to City evidencing same. Self-Insured retentions must be declared to and approved by City. If consultant is self-insured for any of the above coverages, such self-insurance must be approved by City, which may require written guarantees for payment of self insured

losses and related investigation, administration, and defense costs. And it must provide claims handling procedures acceptable to the City. Acceptance of any certificate that does not comply with the above requirements shall not operate as a waiver of Consultant's obligations hereunder. And the fact that insurance is obtained by Consultant shall not be deemed to release or diminish the liability of Consultant including, without limitation, liability under the indemnity provisions of this contract. Damages recoverable by City shall not be limited by the amount of the required insurance coverage. Consultant shall notify City in writing as soon as possible after any occurrence that could potentially lead to any lawsuit and/or after it receives notice or knowledge of any demand, claim, cause of action, lawsuit, or action arising out of the work performed under this contract.

EXHIBIT 3
COST AND SCHEDULE

EXHIBIT 4
SPECIAL PROVISIONS

City Council Action Item

Council Meeting Date: November 12, 2020

Department: Administration

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

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

The enclosed draft agreement continues that arrangement for 2021. The agreement contemplates that EHS would agree to pay the city a monthly Usage and Maintenance Fee. In the past years, City Council set the fee at \$1. For 2021, City Council may determine an appropriate amount and insert it into the agreement.

The agreement was previously reviewed and approved by the City Attorney. Additionally, the updated agreement will be provided to the Edgerton Historic Society (EHS). The draft agreement is valid for one year beginning January 1, 2021 through December 31, 2021. Either party may elect not to renew the agreement with two months prior notice.

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

Funding Source: N/A

Budget Allocated: N/A

Finance Director Approval: N/A

Recommendation: Approve Facility Use and Maintenance Agreement with Edgerton Historic Society for Edgerton Community Museum

Enclosed: Draft Facility Use and Maintenance Agreement

Prepared by: Beth Linn, City Administrator

FACILITY USE AND MAINTENANCE AGREEMENT

THIS FACILITY USE AND MAINTENANCE AGREEMENT (the Agreement) is made this 12th day of November, 2020, by and between the City of Edgerton (hereinafter the “City”) and the Board of Directors of the Edgerton Historic Society (hereinafter “EHS”). The parties agree as follows:

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

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

SECTION THREE: CITY’S RESPONSIBILTIES

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

SECTION FOUR: EHS'S RESPONSIBILITIES

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

SECTION FIVE: FAILURE TO MAKE REPAIRS

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

SECTION SIX: TERM

The term of this Agreement shall be one year beginning January 1, 2021 through December 31, 2021. In the event that one of the parties elects not to renew this Agreement, it shall give the other party two months prior written notice of its intent not to renew.

SECTION SEVEN: INSURANCE AND HOLD HARMLESS

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

IN WITNESS WHEREOF, the parties have set their hands this 12th day of November, 2020.

CITY OF EDGERTON, KANSAS

BOARD OF DIRECTORS OF THE
EDGERTON HISTORIC SOCIETY

Donald Roberts, Mayor

Chair

ATTEST:

ATTEST:

Alexandria Clower, City Clerk

Secretary

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Lee W. Hendricks, City Attorney

Attorney

CITY OF EDGERTON, KANSAS

COUNCIL AGENDA ITEM

Council Meeting Date: November 12, 2020

Agenda Item: Ordinance Authorizing Bonds and Bond Documents

Subject: Industrial Revenue Bonds for My Store III, Inc. Project

Summary:

My Store III, Inc. is acquiring, constructing and equipping a truck stop, truck maintenance facility, truck wash and in-store and stand-alone restaurant space, located on approximately 12 acres of land east of Homestead Lane and north of Interstate 35 in Edgerton, Kansas (the "Project"). My Store III, Inc. requested that the City finance the Project with industrial revenue bonds to enable My Store III, Inc. to obtain a sales tax project exemption certificate for the Project. The City adopted Resolution No. 03-26-20B on March 26, 2020 evidencing its intent to issue bonds for the Project.

Ordinance:

The Ordinance authorizes the City to issue up to \$10,000,000 of industrial revenue bonds for the Project. This bond issue is commonly referred to as a "buy your own bonds bond issue." My Store will be both the lessee on the project and the owner of the bonds. When the bonds are issued, My Store will lease the Project site to the City as is required by state law in order to issue industrial revenue bonds. The City will then sublease the project back to My Store. My Store will be obligated to purchase the Project at the conclusion of the Bond issue in a year.

The bonds will be limited obligations of the City. This means that the City has to make payments on the bonds to My Store as the owner of the bonds only to the extent the City receives payments from My Store pursuant to the lease. If lease payments from My Store are insufficient to cover scheduled debt service on the bonds, the City is not obligated to make up any shortfall from any other funds of the City. The bonds are not a general obligation of the City and do not count against the City's debt limit.

The Ordinance authorizes the City to enter into the following documents:

- (a) Trust Indenture which contains the terms governing the Bonds and contains the form of the Bonds;
- (b) Base Lease Agreement whereby the City leases the project site from My Store;
- (c) Lease Agreement whereby the City will lease the project to My Store for the term of the tax abatement;
- and
- (d) Bond Purchase Agreement whereby My Store agrees to acquire the Bonds.

The Project is subject to a TIF and will not receive property tax abatement. The bonds are being issued solely for the purpose of allowing My Store to utilize a sales tax project exemption certificate for the Project.

ORDINANCE NO. 2050

AN ORDINANCE AUTHORIZING BOND DOCUMENTS AND THE ISSUANCE OF THE CITY'S TAXABLE INDUSTRIAL REVENUE BONDS (MY STORE III, INC PROJECT) FOR THE PURPOSE OF FINANCING A COMMERCIAL FACILITY.

WHEREAS, the City of Edgerton, Kansas (the "City"), is authorized pursuant to the provisions of K.S.A. 12-1740 to 12-1749d, inclusive, as amended (the "Act"), to acquire, purchase, construct, install and equip certain commercial facilities, and to issue industrial revenue bonds for the purpose of paying the cost of such facilities, and to lease such facilities to private persons, firms or corporations; and

WHEREAS, the governing body of the City has heretofore and does now find and determine that it is desirable in order to promote, stimulate and develop the general economic welfare and prosperity of the City and the State of Kansas that the City issue its Taxable Industrial Revenue Bonds (My Store III, Inc Project), in an aggregate maximum principal amount not to exceed \$10,000,000, for the purpose of financing the cost of acquiring, constructing and equipping a truck stop, truck maintenance facility, truck wash and in-store and stand-alone restaurant space, all to be located on approximately 12 acres of land east of Homestead Lane and north of Interstate 35 in Edgerton, Kansas, including buildings, structures, improvements, fixtures, machinery and equipment (the "Project"), and that the City lease the Project to My Store III, Inc, a Kansas corporation (the "Company"); and

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

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

Section 1. Authorization for the Acquisition, Purchase, Construction, Installation and Equipping of the Project. The City is hereby authorized to provide for the acquisition, purchase, construction, installation, rehabilitation and equipping of the Project, all in the manner and as more particularly described in the Indenture and the Lease hereinafter authorized.

Section 2. Authorization of and Security for the Bonds. The City is hereby authorized to issue and sell its Taxable Industrial Revenue Bonds (My Store III, Inc Project), in an aggregate maximum principal amount not to exceed \$10,000,000 (the "Bonds"), for the purpose of providing funds to pay the cost of acquiring, purchasing, constructing, installing and equipping the Project. The Bonds shall be issued and secured pursuant to the herein authorized Indenture and shall bear such date, shall mature at such time, shall be in such denominations, shall bear interest at such rates, shall be in such form, shall be subject to redemption and other terms and conditions, and shall be issued in such manner, subject to such provisions, covenants and agreements, as are set forth in the hereafter defined Indenture. The Bonds shall be payable solely out of the rents, revenues and receipts derived by the City from the Project, and the Project and the net earnings derived by the City from the Project shall be pledged and assigned to the hereafter defined Trustee as security for payment of the Bonds as provided in the Indenture. The Bonds shall have a series designation that shall be the year the Bonds are issued.

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

(a) Trust Indenture dated the date set forth therein (the "Indenture"), between the City and Security Bank of Kansas City, as trustee (the "Trustee"), pursuant to which the Bonds shall be issued and the City shall pledge the Project and assign the rents, revenues and receipts received pursuant to the hereafter defined Lease to the Trustee for the benefit of and security of the holder of the Bonds upon the terms and conditions as set forth in said form of Indenture;

(b) Base Lease Agreement dated the date set forth therein (the "Base Lease"), between the Company and the City, under which the City will lease the project site from the Company;

(c) Lease Agreement dated the date set forth therein (the "Lease"), between the City and the Company, under which the City will agree to use the proceeds derived from the sale of the Bonds for the purpose of acquiring, purchasing, constructing, installing and equipping the Project and to sublease the Project to the Company, and the Company will agree to make payments in amounts sufficient to provide for the payment of the principal of, redemption premium, if any, and interest on the Bonds as the same become due; and

(d) Bond Purchase Agreement dated the date set forth therein (the "Bond Purchase Agreement"), between the City and the Company, as Purchaser.

Section 4. Execution of Bonds and Documents. The Mayor of the City is hereby authorized and directed to execute the Bonds and to deliver the Bonds to the Trustee for authentication for and on behalf of and as the act and deed of the City in the manner provided in the Indenture. The Mayor of the City is hereby authorized and directed to execute the Indenture, the Base Lease, the Lease, the Bond Purchase Agreement and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance, for and on behalf of and as the act and deed of the City. The City Clerk of the City is hereby authorized and directed to attest to and affix the seal of the City to the Bonds, the Indenture, the Base Lease, the Lease, the Bond Purchase Agreement and such other documents, certificates and instruments as may be necessary.

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

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

PASSED by the Governing Body of the City of Edgerton, Kansas, this 12th day of November, 2020.

Donald Roberts, Mayor

[SEAL]

ATTEST:

Alexandria Clower, City Clerk

Approved as to form:

Scott W. Anderson, Bond Counsel

CITY OF EDGERTON, KANSAS

COUNCIL AGENDA ITEM

Council Meeting Date: November 12, 2020

Agenda Item: Assignment of Base Leases, Lease Agreements and Other Bond Documents
Resolution Nos. 11-12-20A and 11-12-20B

Subject: ELHC VI and VIII Assignments

The City has issued industrial revenue bonds for the ELHC VI and VIII Projects. Every time the City issues bonds, the ELHC entity leases the project to the City, and the City then subleases the project back to the ELHC entity. This gives the City the necessary legal interest in the project which is required by Kansas statutes to issue bonds.

Attached are two resolutions that approve the assignment of the ELHC VI and ELHC VIII projects, respectively. ELHC VI, LLC is assigning its interest in the property to IPVI Montrose LLC, a Delaware limited liability company. ELHC VIII is assigning its interest in the property to IPVIII 185 Street LLC, a Delaware limited liability company. Both of the assignees are joint venture entities between NorthPoint Development and Ares, which is a global real estate investment fund. NorthPoint will continue to manage the partnership entities.

Each resolution approves the following documents:

- (a) Assignment and Assumption of IRB Documents. The assignment for ELHC VI is attached to this item summary as **Exhibit A**. The assignment for ELHC VIII is in substantially the same form. The Assignment transfers all of ELHC's interest in the Base Lease, the Lease Agreement, the Performance Agreement, the Origination Fee Agreement and the other bond documents for each project to the new joint venture entity. Each assignment has a consent page for the Mayor to sign acknowledging the City's consent to the assignment.
- (b) Collateral Assignment of IRB Documents. The collateral assignment for ELHC VI is attached to this item summary as **Exhibit B**. The collateral assignment for ELHC VIII is in substantially the same form. The acquisition of each ELHC project by the applicable joint venture entity is being financed with a loan. As a condition to making the loans, the lender is requiring that the interest of the new joint venture entities be assigned to the lender as collateral for the loans. The collateral assignment has an acknowledgement for the Mayor to sign where the City acknowledges the existence of each agreement.
- (c) Consent, Agreement and Estoppel Certificate. The estoppel for ELHC VI is attached to this item summary as **Exhibit C**. The estoppel for ELHC VIII is in substantially the same form. The Lender has requested that the City deliver this estoppel certificate to certify copies of bond documents, state there are no current defaults under the bond documents, and acknowledge that the City agrees to the assignment of the bond documents for each project.
- (d) Subordination/Attornment Agreement. The subordination for ELHC VI is attached to this item summary as **Exhibit D**. The subordination for ELHC VIII is in substantially the same form. In the subordination, the City agrees to subordinate its interest in the bond documents for each project to the lender's new mortgage. Accordingly, if any joint venture entity is in default with lender, lender can step into the shoes of the joint venture entity, and the City agrees to recognize the lender as the new counter party to the bond documents. The lender will then have the right to keep the bond documents in place, transfer the bond documents to a purchaser, or terminate the bond documents and the corresponding property tax abatement for that project.

EXHIBIT A

Sample Assignment and Assumption of IRB Documents

(Space above reserved for the Register of Deeds' recording information)

Title of Document: Assignment and Assumption of IRB Documents

Date of Document: November ____, 2020

Grantor(s): ELHC VI, LLC, a Kansas limited liability company

Grantee(s): IPVI Montrose LLC, a Delaware limited liability company

Grantee's Address: c/o Ares Management LLC, 3344 Peachtree Road, N.E., Suite
1950, Atlanta, Georgia 30326

Reference Book and Pages: Book 201709, Page 004970
Book 201709, Page 004971

Legal Description: See attached Exhibit A

ASSIGNMENT AND ASSUMPTION OF IRB DOCUMENTS

THIS ASSIGNMENT AND ASSUMPTION OF IRB DOCUMENTS (the “**Assignment**”) entered into on November __, 2020 (the “**Effective Date**”) is by and between ELHC VI, LLC, a Kansas limited liability company (the “**Assignor**”), and IPVI Montrose LLC, a Delaware limited liability company (the “**Assignee**”).

RECITALS

WHEREAS, the City of Edgerton, Kansas (the “**City**”) has previously issued its \$42,600,000 aggregate maximum principal amount of Industrial Revenue Bonds (ELHC VI, LLC Project) Series 2017 (the “**Bonds**”) pursuant to a Trust Indenture dated as of September 1, 2017 (the “**Indenture**”), between the City and BOKF, N.A., as trustee (the “**Trustee**”), and used the proceeds of the Bonds to construct a Project (as defined in the Indenture);

WHEREAS, Assignor leased the Project to the City pursuant to the Base Lease Agreement dated as of September 1, 2017 (the “**Base Lease**”), between Assignor and the City, a memorandum of which was recorded September 18, 2017, in Book 201709, Page 004970, and the land that is subject to the Base Lease is set forth on **Schedule 1** (the “**Real Property**”);

WHEREAS, the City subleased the Project to Assignor pursuant to a Lease Agreement dated as of September 1, 2017 (the “**Lease Agreement**”), between the City and Assignor, a memorandum of which was recorded September 18, 2017, in Book 201709, Page 004971, which Lease Agreement covers the Real Property;

WHEREAS, the City and Assignor entered into a Performance Agreement dated as of September 1, 2017 (the “**Performance Agreement**”) whereby the parties set forth the terms relating to tax abatement for the Project;

WHEREAS, the City and Assignor entered into an Origination Fee Agreement dated as of September 1, 2017 (the “**Origination Fee Agreement**”) whereby Assignor agreed to make certain origination fee payments to the City over time;

WHEREAS, the City and Assignor entered into a Bond Purchase Agreement dated as of September 1, 2017 (the “**Bond Purchase Agreement**”) whereby City agreed to issue and Assignor agreed to purchase the Bonds on the terms and conditions set forth therein;

WHEREAS, Assignor now desires to assign and transfer to Assignee all of Assignor’s right, title and interest in and to the Indenture, the Bond Purchase Agreement, the Base Lease, the Lease Agreement, the Performance Agreement, and the Origination Fee Agreement (collectively, the “**IRB Documents**”);

WHEREAS, Assignee desires to accept such assignment subject to the terms and conditions set forth below; and

WHEREAS, the City and the Trustee desire to consent to such assignment and assumption.

AGREEMENT

NOW, THEREFORE, for and in consideration of the promises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Assignment.** As of the Effective Date, Assignor hereby sells, transfers, conveys, assigns, and delivers to Assignee all of Assignor's rights and obligations under the IRB Documents (collectively, the "Assigned Interests").

2. **Assumption.** Assignee accepts all of the Assigned Interests assigned by Assignor in **Section 1** and assumes and agrees to pay, perform, and discharge promptly and fully when and as required all obligations and liabilities under the IRB Documents that accrue on or after the Effective Date.

3. **Delivery of documents; representations.** Pursuant to **Section 13.1(a)** of the Lease Agreement, Assignor represents that all conditions precedent to the assignment have been satisfied. Assignor represents that there has been no damage or destruction to the Project that has not been repaired, restored, and replaced in accordance with the terms of the Lease Agreement.

4. **Consent and release.** Pursuant to **Section 13.1(a)** of the Lease Agreement, the City consents to the Assignment of the IRB Documents from Assignor to Assignee. Pursuant to **Section 206** of the Indenture, the City consents to the assignment and transfer of the Bonds from Assignor to Assignee. The City releases Assignor from all liability under the IRB Documents occurring on and after the Effective Date.

5. **Assignor's Representation.** Assignor represents that Assignor has not transferred, sold, encumbered, or otherwise disposed of the Bonds nor has Assignor assigned the Lease or transferred or encumbered or otherwise disposed of its interest in the Project. Assignor further represents and warrants that Assignor is not aware of any default which exists on this date by it or the counterparty under the IRB Documents.

6. **Successors and Assigns.** This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

7. **Counterparts.** This Assignment may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

8. **Governing law.** This Assignment shall be interpreted and construed under the laws of the State of Kansas, excluding any conflict of law or choice-of-law rules that might lead to the application of the internal laws of another jurisdiction.

9. **Recording.** Assignee shall submit this Assignment for recording in the Office of the Register of Deeds of Johnson County, Kansas on or about the Effective Date.

10. **Indemnity.** Assignor hereby indemnifies and holds Assignee harmless from and against all claims, demands, losses, damages, expenses and costs including, but not limited to, reasonable lawyer's fees and expenses actually incurred, arising out of or in connection with Assignor's failure to observe, perform and discharge each and every one of the covenants, obligations, and liabilities of the Assignor under the IRB Documents to be observed, performed, or discharged with respect to the period prior to the Effective Date. Assignee hereby indemnifies and holds Assignor harmless from and against all claims, demands, losses, damages, expenses, and costs including, but not limited to, reasonable lawyer's fees and expenses actually incurred, arising out of or in connection with Assignee's failure, from and after the date of this Assignment, to observe, perform, and discharge all covenants, obligations, and liabilities under the IRB Documents with respect to the period on and after the Effective Date.

11. Direction to Trustee.

Assignor, as current sole owner of the Bonds hereby directs the Trustee to provide its acknowledgement of this Assignment.

Upon the registration of the Bonds in the name of the Assignee, Assignee hereby provides written notice to the Trustee that it waives its right to actual payment of interest due on the Bond on such interest payment date, as well as the principal of the Bonds maturing on the maturity date.

IN WITNESS WHEREOF, the parties hereto have caused their respective duly authorized representatives to execute this Assignment as of the Effective Date.

ASSIGNOR:

ELHC VI, LLC,
a Kansas limited liability company

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

By _____
Nathaniel Hagedorn, Manager

ACKNOWLEDGMENT

STATE OF MISSOURI)
) SS.
COUNTY OF PLATTE)

BE IT REMEMBERED, that on this ____ day of November, 2020, appeared Nathaniel Hagedorn, to me personally known, who being duly sworn did say that he is the Manager of NorthPoint Development, LLC, the Manager of ELHC VI, LLC, a Kansas limited liability company (the "Company"), and that the foregoing instrument was signed for the purposes therein contained on behalf of the Company and by authority of the Company; and he further acknowledged said instrument to be the free act and deed of the Company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

[SEAL]

Notary Public

My commission expires _____.

ASSIGNEE:

IPVI MONTROSE LLC, a Delaware limited liability company

By: ELHC VI, LLC,
a Kansas limited liability company, its Member

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

By _____
Nathaniel Hagedorn, Manager

ACKNOWLEDGMENT

STATE OF MISSOURI)
) SS.
COUNTY OF PLATTE)

BE IT REMEMBERED, that on this ____ day of November, 2020, appeared Nathaniel Hagedorn, to me personally known, who being duly sworn did say that he is the Manager of NorthPoint Development, LLC, the Manager of ELHC VI, LLC, a Kansas limited liability company, the Member of IPVI Montrose LLC, a Delaware limited liability company (the "Company"), and that the foregoing instrument was signed for the purposes therein contained on behalf of the Company and by authority of the Company; and he further acknowledged said instrument to be the free act and deed of the Company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

[SEAL]

Notary Public

My commission expires _____.

CONSENT OF THE CITY OF EDGERTON, KANSAS

The City hereby acknowledges, consents and agrees to the execution and delivery of this Assignment and Assumption of IRB Documents dated November __, 2020, between ELHC VI, LLC, a Kansas limited liability company, and IPVI Montrose LLC, a Delaware limited liability company.

CITY OF EDGERTON, KANSAS

[SEAL]

By: _____
Donald Roberts
Mayor

ATTEST:

Alexandria Clower
City Clerk

ACKNOWLEDGMENT

STATE OF KANSAS)
) SS:
COUNTY OF JOHNSON)

BE IT REMEMBERED that on this ____ day of November, 2020, before me, a notary public in and for said county and state, came Donald Roberts, Mayor of the City of Edgerton, Kansas, a municipal corporation duly authorized, incorporated and existing under and by virtue of the Constitution and laws of the State of Kansas, and Alexandria Clower, City Clerk of said City, who are personally known to me to be the same persons who executed, as such officers, the within instrument on behalf of said City, and such persons duly acknowledged the execution of the same to be the act and deed of said City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

[SEAL]

Notary Public

Typed Name: _____

My commission expires _____.

ACKNOWLEDGMENT OF TRUSTEE

BOKF, N.A., as trustee, hereby acknowledges the execution and delivery of this Assignment and Assumption of IRB Documents dated November __, 2020, between ELHC VI, LLC, a Kansas limited liability company ("Assignor"), and IPVI Montrose LLC, a Delaware limited liability company ("Assignee").

The Trustee represents and warrants to the City of Edgerton, Kansas, Assignor, and Assignee that the Trustee has no knowledge of any default, monetary or otherwise, that has occurred under the terms of the IRB Documents.

BOKF, N.A.

By: _____
Kenneth J. Dotson
Senior Vice President

ACKNOWLEDGMENT

STATE OF MISSOURI)
) SS.
COUNTY OF JACKSON)

On this ____ day of November, 2020 before me appeared Kenneth J. Dotson, a Senior Vice President of BOKF, N.A., a national banking association, to me personally known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same on behalf of said national banking association.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

[SEAL]

Notary Public

Typed Name: _____

My commission expires _____.

SCHEDULE 1

LEGAL DESCRIPTION OF REAL PROPERTY

Real property in the City of Edgerton, County of Johnson, State of Kansas, described as follows:

All that part of the East Half of the Northwest Quarter of Section 35, Township 14 South, Range 22 East, in Johnson County, Kansas being more particularly described as follows:

Commencing at the Northeast corner of the Northwest Quarter of said Section 35; thence South $02^{\circ}24'35''$ East, along the East line of said Northwest Quarter, a distance of 22.00 feet to the Point of Beginning; thence continuing South $02^{\circ}24'35''$ East, along said East line, a distance of 1673.64 feet; thence departing said East line, South $87^{\circ}52'10''$ West, a distance of 1300.36 feet; thence North $02^{\circ}07'50''$ West, a distance of 151.37 feet; thence North $5^{\circ}35'10''$ West, a distance of 100.80 feet to a point on the West line of the East Half of the Northwest Quarter of said Section 35; thence North $02^{\circ}07'50''$ West, a distance of 1416.27 feet; thence North $42^{\circ}34'06''$ East, a distance of 28.46 feet to the South right-of-way line of 183rd Street as it now exists; thence along said South right-of-way line North $88^{\circ}32'07''$ East, a distance of 1278.35 feet to the Point of Beginning. Except any part used or dedicated for streets, roads or public right-of-ways.

EXHIBIT B

Sample Collateral Assignment of IRB Documents

(Space above reserved for the Register of Deeds' recording information)

Title of Document: Collateral Assignment of IRB Documents

Date of Document: November ____, 2020

Grantor(s): IPVI Montrose LLC, a Delaware limited liability company

Grantee(s): The Northwestern Mutual Life Insurance Company, a Wisconsin corporation

Grantee's Address: 720 East Wisconsin Avenue, Milwaukee, WI 53202

Reference Book and Pages: Book 201709, Page 004970
Book 201709, Page 004971

Legal Description: See attached Schedule 1

COLLATERAL ASSIGNMENT OF IRB DOCUMENTS

This Collateral Assignment of IRB Documents ("**Assignment**") is executed as of the ____ day of November, 2020, by **IPVI MONTROSE LLC** a Delaware limited liability company ("**Assignor**"), in favor of **THE NORTHWESTERN MUTUAL LIFE INSURANCE COMPANY**, a Wisconsin corporation ("**Lender**").

W I T N E S S E T H

WHEREAS, the City of Edgerton, Kansas (the "**City**") has previously issued its \$42,600,000 aggregate maximum principal amount of Industrial Revenue Bonds (ELHC VI, LLC Project) Series 2017 (the "**Bonds**") pursuant to a Trust Indenture dated as of September 1, 2017 (the "**Indenture**"), between the City and BOKF, N.A., as trustee ("**Trustee**"), and used the proceeds of the Bonds to construct a Project (as defined in the Indenture);

WHEREAS, ELHC VI, LLC, a Kansas limited liability company ("**Seller**"), leased the Project to the City pursuant to the Base Lease Agreement dated as of September 1, 2017 (the "**Base PILOT Lease**"), between Seller and the City, a memorandum of which was recorded September 18, 2017, in Book 201709, Page 004970, and the land that is subject to the Base PILOT Lease is set forth on **Schedule 1** (the "**Real Property**").

WHEREAS, the City subleased the Project to Seller pursuant to a Lease Agreement dated as of September 1, 2017 (the "**Sub PILOT Lease**"), between the City and Seller, a memorandum of which was recorded September 18, 2017, in Book 201709, Page 004971, which Sub PILOT Lease was subsequently collaterally assigned to Trustee pursuant to that certain Assignment of Lease Agreement dated September 14, 2017, which was recorded on September 18, 2017, in Book 201709, Page 004972, which Sub PILOT Lease covers the Real Property.

WHEREAS, the City and Seller entered into a Performance Agreement dated as of September 1, 2017 (the "**Performance Agreement**") whereby the parties set forth the terms relating to tax abatement for the Project;

WHEREAS, the City and Seller entered into an Origination Fee Agreement dated as of September 1, 2017 (the "**Origination Fee Agreement**") whereby Seller agreed to make certain origination fee payments to the City over time;

WHEREAS, the City and Seller entered into a Bond Purchase Agreement dated as of September 1, 2017 (the "**Bond Purchase Agreement**") whereby City agreed to issue and Seller agreed to purchase the Bonds on the terms and conditions set forth therein;

WHEREAS, Seller has negotiated the Bonds to Assignor, and, pursuant to that certain Assignment and Assumption of IRB Documents of even date herewith by and between Seller and Assignor, Seller assigned and transferred and Assignor has assumed all of Seller's interest in and to the Bonds, the Indenture, the Bond Purchase Agreement, the Base PILOT Lease, the Sub PILOT Lease, the Performance Agreement and the Origination Fee Agreement (collectively, the "**IRB Documents**") to Assignor;

WHEREAS, on or prior to the date hereof, the City has reissued the Bonds in the name of Assignor;

WHEREAS, pursuant to that certain Promissory Note dated of even date herewith, executed by Assignor and a certain other borrower (collectively, "**Borrower**"), and payable to the order of Lender in the original principal amount of \$63,540,000 (together with all replacements, renewals, modifications, increases, splits, and extensions thereof, the "**Note**"), Borrower has become indebted, and may from time to time be further indebted, to Lender with respect to a loan ("**Loan**") which is secured, in part, by the lien and security interest of that certain Fee and Leasehold Mortgage and Security Agreement from Borrower for the benefit of Lender of even date herewith (the "**Mortgage**"), and further evidenced, secured or governed by other instruments and documents now or hereinafter executed in connection with the Loan (together with the Note and the Mortgage, the "**Loan Documents**"); and

WHEREAS, one condition to Lender's agreement to extend credit to Assignor is that Lender must be provided a first priority perfected collateral assignment of IRB Documents;

NOW, THEREFORE, as an inducement to cause Lender to extend the Loan to Assignor, and for other valuable consideration, the receipt and sufficiency of which are acknowledged, it is agreed as follows:

1. Affirmation of Recitals. The recitals set forth above are true and correct and are incorporated herein by this reference.

2. Security Interest; Assignment. To secure the payment of the Indebtedness (as defined in the Mortgage), Assignor does hereby collaterally assign, pledge, mortgage, convey, and set over unto Lender and grants Lender a security interest in all of Assignor's right, title, and interest in, to, and under the IRB Documents. Notwithstanding anything to the contrary contained herein, until such time as an Event of Default (as defined in the Mortgage) occurs, Assignor shall have a revocable license to exercise, subject to the other provisions of this Assignment and the Loan Documents, all of its rights and privileges under the IRB Documents.

3. Negotiation of Collateral Note; Perfection. Assignor shall negotiate the Bonds to Lender by endorsing an assignment of the Bonds in blank (without restriction or qualification) and delivering such endorsement to Lender. Lender shall retain such endorsement, and Trustee shall, as agent and bailee for Lender, retain possession of the Bonds to perfect Lender's security interest therein, subject to Lender's rights pursuant to the acknowledgment of the Trustee attached hereto; provided, however, that Trustee shall not be responsible for and makes no representation as to the value or condition of such Bonds or as to the validity or first priority status of Lender's security interest in such Bonds and pursuant to the Indenture shall be protected in acting upon the written direction of the registered owner of the Bonds. By its acknowledgement hereto, the Trustee agrees it shall not release or otherwise deliver the Bonds at the direction of the Assignor at any time prior to the full repayment of the Indebtedness or the term of the IRB Documents has expired absent the receipt of written consent of the Lender.

4. Financing Statements. Assignor hereby irrevocably authorizes Lender at any time, and from time to time, to file in any jurisdiction any initial financing statements and amendments thereto without the signature of Assignor that indicate that the IRB Documents are collateral for the Loan.

5. Termination. Upon full payment, performance and observance by Assignor of all Indebtedness or the expiration of the term of the IRB Documents, this Assignment and the lien or charge created hereby or resulting herefrom shall automatically terminate and cease to exist and Lender shall, upon Assignor's request and at Assignor's expense, execute and deliver to Assignor such instruments of re-assignment or termination as shall be reasonably necessary to effectuate such termination and cause Trustee to, if the term of the IRB Documents has expired, deliver a copy of the cancelled Bonds to the Assignor, and if full payment, performance, and observance has been made by the Assignor of all

obligations related to the Indebtedness but the Bonds remain outstanding, deliver the Bonds to the Assignor at the written request of the Assignor.

6. Assignor's Representations, Warranties, and Covenants. Assignor represents, warrants, and covenants to Lender that:

(a) Except in connection with this Assignment and the other Loan Documents, Assignor has not and shall not sell, transfer, assign, pledge, encumber or mortgage the IRB Documents or any interest therein without the prior written consent of Lender, and shall use commercially reasonable efforts to prevent anything that materially impairs the enjoyment of its rights under the IRB Documents or the security intended to be afforded by this Assignment. Except as set forth in Section 6 hereof, Assignor shall not amend, modify or terminate (other than termination by expiration of the term of the Bonds) any of the IRB Documents without the prior written consent of Lender.

(b) Assignor shall reimburse Lender for all actual out-of-pocket costs, expenses and fees, including court costs and reasonable attorneys' fees, incurred for any action taken by Lender to remedy a default of Assignor under this Assignment, together with interest on all said amounts at a per annum rate equal to the Default Rate (as defined in the Note) from and after the date such amounts are incurred by Lender.

(c) Until the Indebtedness is repaid, Assignor shall remain liable for all costs, fees and expenses which may be or become due and payable under the IRB Documents and for all responsibilities of the ownership of the Real Property.

7. Limitation of Lender's Liability. Notwithstanding anything to the contrary contained in any of the IRB Documents, the interest of Assignor therein is assigned and transferred to Lender by way of collateral security only, and Lender shall not be deemed to have assumed or become liable for any of the obligations or liabilities of Assignor under the IRB Documents by Lender's acceptance hereof, whether provided for by the terms thereof, arising by operation of law or otherwise. Assignor hereby acknowledges that Assignor shall remain liable for the due performance of Assignor's obligations under the IRB Documents to the same extent as though this Assignment had not been made. It is expressly intended, understood and agreed that this Assignment, the Loan Agreement, the Note, the Mortgage, and the other Loan Documents are made and entered into for the sole protection and benefit of Lender and Assignor, and their respective successors and assigns (but in the case of assigns of Assignor, only to the extent permitted hereunder), and no other person or persons shall have any right of action hereunder or rights to the proceeds of the Loan at any time; that no third party shall under any circumstances be entitled to any equitable lien on the undisbursed proceeds of the Loan at any time. The relationship between Lender and Assignor is solely that of a lender and borrower, and nothing contained herein shall in any manner be construed as making the parties hereto partners or joint venturers or creating any other relationship other than lender and borrower.

8. Legal and Binding Agreement. Assignor warrants that to the best of its knowledge the execution and performance of this Assignment will not violate any judicial or administrative order or governmental law or regulation binding on Assignor, and that this Assignment is valid, binding and enforceable in every respect according to its terms.

9. Remedies Upon Default. Immediately upon the occurrence of an Event of Default, the license granted herein to Assignor shall automatically be revoked upon notice from Lender to Assignor, and Lender may pursue any or all of the following remedies without notice to Assignor except as required below:

(a) Notice to the City. Lender may notify the City and the Trustee to make payments due to Assignor and give notices pertaining to the IRB Documents directly to Lender.

(b) Rights of Holder. Lender may exercise any or all rights of the holder of the Bonds and Assignor's interest under the IRB Documents. Without limiting the foregoing, Lender may initiate any administrative or judicial proceeding that it may deem necessary in the course of enforcing any rights under the IRB Documents. Any administrative or judicial action or other action taken by Lender pursuant to the IRB Documents may be taken by Lender in its own name or in Assignor's name. Lender may enter into any amendment or extension of the IRB Documents and may grant any indulgences with respect thereto that Lender may deem appropriate in the course of exercising its rights under the IRB Documents. Assignor hereby appoints Lender Assignor's attorney-in-fact to take any action authorized by this Assignment upon default. Assignor acknowledges that this power of attorney is coupled with an interest and is irrevocable.

(c) Sale of Bonds. Lender may sell the Bonds pursuant to Lender's rights under applicable law. Any such sale may be either public or private. If public, the sale may be postponed by announcement at the scheduled time and place and adjourned to another time or place, or both. It is agreed that ten (10) days' notice of any sale is commercially reasonable notice thereof. Any public sale may be adjourned to a different time, place, or both by announcement at the advertised time and place of sale, without further publication. Any advertised sale may be canceled in Lender's discretion, either before or after the opening of bidding. Lender shall transfer the Bonds to any purchaser thereof by endorsing the assignment in blank of the Bonds to the purchaser's order, without warranty or recourse on the part of Lender and in connection therewith shall assign to said purchaser its interest in the other IRB Documents. Notwithstanding anything to the contrary herein, any future sale or other transfer of the Bonds shall be subject at all times to the requirements of the Indenture.

(d) Setoff. Lender may exercise its lien upon and right of setoff against any monies, items, credits, deposits or instruments that Lender may have in its possession and which belong to Assignor or any other person or entity liable for the payments of any or all of the Indebtedness.

(e) Other Remedies. Lender may pursue any other remedies available under any other document evidencing or securing the Indebtedness or otherwise available to Lender at law or equity.

10. Notices. All notices and demands which are required or permitted to be given or served hereunder shall be deemed sufficiently served when delivered in the manner and to the persons described in the Mortgage.

11. Successors and Assigns. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

12. Counterparts. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

13. Governing law. This Assignment shall be interpreted and construed under the laws of the State of Kansas, excluding any conflict of law or choice-of-law rules that might lead to the application of the internal laws of another jurisdiction.

14. Recording. Lender shall submit this Assignment for recording in the Office of the Register of Deeds of Johnson County, Kansas on or about the Effective Date.

15. Indemnity. Assignor hereby agrees that no liability shall be asserted or enforced by Assignor against Lender in its exercise of the powers and rights herein granted, all such liability being hereby expressly waived and released by Assignor except to the extent arising from Lender's gross negligence or willful misconduct. Assignor hereby indemnifies, defends and holds Lender harmless from and against all claims, demands, losses, damages, expenses and costs including, but not limited to, reasonable lawyer's fees and expenses actually incurred, arising out of or in connection with Assignor's failure to observe, perform and discharge each and every one of the covenants, obligations, and liabilities of the Assignor under the IRB Documents to be observed, performed, or discharged with respect to the period prior to Lender obtaining title to the Real Property.

16. Direction to Trustee. Assignor, as current sole owner of the Bonds hereby directs the Trustee to provide its acknowledgement of this Assignment.

[signatures on following page]

IN WITNESS WHEREOF, the parties hereto have caused their respective duly authorized representatives to execute this Assignment as of the Effective Date.

ASSIGNOR:

IPVI MONTROSE LLC, a Delaware limited liability company

By: ELHC VI, LLC,
a Kansas limited liability company, its Member

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

By _____
Nathaniel Hagedorn, Manager

ACKNOWLEDGMENT

STATE OF MISSOURI)
) SS.
COUNTY OF PLATTE)

BE IT REMEMBERED, that on this ____ day of November, 2020, appeared Nathaniel Hagedorn, to me personally known, who being duly sworn did say that he is the Manager of NorthPoint Development, LLC, the Manager of ELHC VI, LLC, a Kansas limited liability company, the Member of IPVI Montrose LLC, a Delaware limited liability company (the "Company"), and that the foregoing instrument was signed for the purposes therein contained on behalf of the Company and by authority of the Company; and he further acknowledged said instrument to be the free act and deed of the Company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

[SEAL]

Notary Public

My commission expires _____.

LENDER:

**THE NORTHWESTERN MUTUAL LIFE
INSURANCE COMPANY**, a Wisconsin corporation

By: Northwestern Mutual Investment Management
Company, LLC, a Wisconsin limited liability
company, its wholly-owned affiliate

By: _____
Brian D. Bennett
Its Director

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS.
COUNTY OF MILWAUKEE)

BE IT REMEMBERED, that on this ____ day of November, 2020, appeared Brian D. Bennett, to me personally known, who being duly sworn did say that he is the Director of Northwestern Mutual Investment Management Company, LLC, a Delaware limited liability company, the wholly-owned affiliate of THE NORTHWESTERN MUTUAL LIFE INSURANCE COMPANY, a Wisconsin corporation, (the “**Company**”) and that the foregoing instrument was signed for the purposes therein contained on behalf of the Company and by authority of the Company; and he further acknowledged said instrument to be the free act and deed of the Company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

[SEAL]

Notary Public

My commission expires _____.

CONSENT OF THE CITY OF EDGERTON, KANSAS

The City hereby acknowledges, consents and agrees to the execution and delivery of this Collateral Assignment of IRB Documents dated November __, 2020, by IPVI Montrose LLC, a Delaware limited liability company, in favor of The Northwestern Mutual Life Insurance Company, a Wisconsin corporation.

Moreover, pursuant to Section 10.4 of the Sub PILOT Lease, the City hereby acknowledges that Assignor has the right to assign its rights and interest in the Sub PILOT Lease to Lender (or its designee or nominee) without the consent of the City. The City hereby consents to the assignment of the other IRB Documents by Assignor to Lender. The City further acknowledges that in the event Lender or a Purchaser (as defined in that certain Subordination/Attornment Agreement of even date herewith by and between the City, Assignor, and Lender), as the case may be, acquires ownership of the Real Property, Lender or a Purchaser, as the case may be, shall have the further right to assign the IRB Documents without the consent of the City. Notwithstanding the provisions of Section 206 of the Indenture, the City consents to any and all assignments and transfers of the IRB Documents from Assignor to Lender or a Purchaser, as the case may be, and from Lender or a Purchaser, as the case may be, to any future assignee.

The City hereby further acknowledges that the interest of Assignor in the IRB Documents is assigned and transferred to Lender by way of collateral security only, and Lender shall not be deemed to have assumed or become liable for any of the obligations or liabilities of Assignor under the IRB Documents by Lender's acceptance hereof, whether provided for by the terms thereof, arising by operation of law or otherwise.

CITY OF EDGERTON, KANSAS

[SEAL]

By: _____
Donald Roberts
Mayor

ATTEST:

Alexandria Clower
City Clerk

ACKNOWLEDGMENT

STATE OF KANSAS)
) SS:
COUNTY OF JOHNSON)

BE IT REMEMBERED that on this ____ day of November, 2020, before me, a notary public in and for said county and state, came Donald Roberts, Mayor of the City of Edgerton, Kansas, a municipal corporation duly authorized, incorporated and existing under and by virtue of the Constitution and laws of the State of Kansas, and Alexandria Clower, City Clerk of said City, who are personally known to me to be the same persons who executed, as such officers, the within instrument on behalf of said City, and such persons duly acknowledged the execution of the same to be the act and deed of said City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

[SEAL]

Notary Public

Typed Name: _____

My commission expires _____.

ACKNOWLEDGMENT OF TRUSTEE

BOKF, N.A., as trustee, hereby acknowledges to the execution and delivery of this Collateral Assignment of IRB Documents dated November __, 2020, by IPVI Montrose LLC, a Delaware limited liability company in favor of The Northwestern Mutual Life Insurance Company, a Wisconsin corporation.

Subject to the terms of the Indenture, the Trustee further acknowledges that it shall hold possession of the Bonds as agent and bailee for Lender pursuant to Article 9 of the Uniform Commercial Code of the State of Kansas; provided, however, that Trustee shall not be responsible for and makes no representation as to the value or condition of such Bonds or as to the validity or first priority status of Lender's security interest in such Bonds. The Trustee agrees that it will upon request promptly deliver the Bonds to Lender.

The Trustee represents and warrants to the City of Edgerton, Kansas, Assignor, and Lender that the Trustee has no knowledge of any default, monetary or otherwise, that has occurred under the terms of the IRB Documents.

BOKF, N.A.

By: _____
Kenneth J. Dotson
Senior Vice President

ACKNOWLEDGMENT

STATE OF MISSOURI)
) SS.
COUNTY OF JACKSON)

On this ____ day of November, 2020 before me appeared Kenneth J. Dotson, a Senior Vice President of BOKF, N.A., a national banking association, to me personally known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same on behalf of said national banking association.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

[SEAL]

Notary Public

Typed Name: _____

My commission expires _____.

SCHEDULE 1

LEGAL DESCRIPTION OF REAL PROPERTY

Real property in the City of Edgerton, County of Johnson, State of Kansas, described as follows:

All that part of the East Half of the Northwest Quarter of Section 35, Township 14 South, Range 22 East, in Johnson County, Kansas being more particularly described as follows:

Commencing at the Northeast corner of the Northwest Quarter of said Section 35; thence South 02°24'35" East, along the East line of said Northwest Quarter, a distance of 22.00 feet to the Point of Beginning; thence continuing South 02°24'35" East, along said East line, a distance of 1673.64 feet; thence departing said East line, South 87°52'10" West, a distance of 1300.36 feet; thence North 02°07'50" West, a distance of 151.37 feet; thence North 5°35'10" West, a distance of 100.80 feet to a point on the West line of the East Half of the Northwest Quarter of said Section 35; thence North 02°07'50" West, a distance of 1416.27 feet; thence North 42°34'06" East, a distance of 28.46 feet to the South right-of-way line of 183rd Street as it now exists; thence along said South right-of-way line North 88°32'07" East, a distance of 1278.35 feet to the Point of Beginning. Except any part used or dedicated for streets, roads or public right-of-ways.

EXHIBIT C

Sample Consent, Agreement and Estoppel Certificate

CONSENT, AGREEMENT AND ESTOPPEL CERTIFICATE

(City of Edgerton, Kansas and, for limited purposes as set forth below, BOKF, N.A.)

TO: IPVI Montrose LLC, a Delaware limited liability company ("**PURCHASER**")
The Northwestern Mutual Life Insurance Company,
a Wisconsin corporation ("**LENDER**")
ELHC VI, LLC, a Kansas limited liability company ("**DEVELOPER**")

RE: **INDUSTRIAL REVENUE BONDS (ELHC VI, LLC PROJECT), SERIES 2017 (CITY OF EDGERTON, KANSAS).**

DATE: November ____, 2020 (the "**Effective Date**").

In connection with (a) the proposed sale by Developer to Purchaser of Developer's fee interest in the industrial property known as 18451 Montrose Street, Edgerton, Kansas (the "**Property**"), and (b) the associated assignment by Developer and assumption by Purchaser of Developer's rights and obligations under that certain: (i) Base Lease Agreement dated as of September 1, 2017 by and between Developer and the City of Edgerton, Kansas ("**City**") with respect to the Property (the "**IRB Base Lease**"); (ii) Lease Agreement dated as of September 1, 2017 by and between Developer and City (the "**IRB Lease**"); (iii) Performance Agreement dated as of September 1, 2017 by and between Developer and City (the "**Performance Agreement**"); (iv) Origination Fee Agreement dated as of September 1, 2017 by and between Developer and City (the "**Origination Fee Agreement**"); (v) Bond Purchase Agreement dated September 1, 2017 by and between Developer and City ("**Bond Purchase Agreement**"); and (vi) Trust Indenture dated as of September 1, 2017, by and between BOKF, N.A., as Trustee (the "**Trustee**") and City, as Issuer (the "**Indenture**"), and (c) the associated transfer to Purchaser of all outstanding bonds issued by the City pursuant to the Indenture and designated as \$42,600,000 (Aggregate Maximum Principal Amount) City of Edgerton, Kansas Industrial Revenue Bonds (ELHC VI, LLC Project), Series 2017 (the "**Bonds**"), City and Trustee (but as to Trustee, solely for the purpose of agreeing to the provisions of the Section 10) hereby consent, agree with and certifies to Purchaser, Lender and Developer, and their respective successors and assigns, as follows:

1. **Definition of IRB Documents.** The Bonds, Bond Purchase Agreement, Indenture, IRB Base Lease, IRB Lease, Performance Agreement and Origination Fee Agreement are collectively referred to as the "**IRB Documents.**" Capitalized terms used but not defined herein shall have the meaning ascribed thereto pursuant to the IRB Documents.

2. **IRB Base Lease.** Attached hereto as **Exhibit A** is a true, correct, and complete copy of the IRB Base Lease. The IRB Base Lease has not been assigned, modified, supplemented or amended in any way, except for those assignments, modifications, supplements or amendments, if any, attached hereto as part of **Exhibit A**. The IRB Base Lease is in full force and effect.

3. **IRB Lease.** Attached hereto as **Exhibit B** is a true, correct, and complete copy of the IRB Lease. The IRB Lease has not been assigned, modified, supplemented or amended in

any way, except for those assignments, modifications, supplements or amendments, if any, attached hereto as part of **Exhibit B**. The IRB Lease is in full force and effect.

4. **Performance Agreement**. Attached hereto as **Exhibit C** is a true, correct, and complete copy of the Performance Agreement. The Performance Agreement has not been modified, supplemented or amended in any way, except for those assignments, modifications, supplements or amendments, if any, attached hereto as part of **Exhibit C**. The Performance Agreement is in full force and effect.

5. **Origination Fee Agreement**. Attached hereto as **Exhibit D** is a true, correct, and complete copy of the Origination Fee Agreement. The Origination Fee Agreement has not been modified, supplemented or amended in any way, except for those assignments, modifications, supplements or amendments, if any, attached hereto as part of **Exhibit D**. The Origination Fee Agreement is in full force and effect.

6. **Indenture**. Attached hereto as **Exhibit E** is a true, correct, and complete copy of the Indenture. The Indenture has not been modified, supplemented or amended in any way, except for those assignments, modifications, supplements or amendments, if any, attached hereto as part of **Exhibit E**. The Indenture is in full force and effect.

7. **Bond Purchase Agreement**. Attached hereto as **Exhibit F** is a true, correct, and complete copy of the Bond Purchase Agreement. The Bond Purchase Agreement has not been modified, supplemented or amended in any way, except for those assignments, modifications, supplements or amendments, if any, attached hereto as part of **Exhibit F**. The Bond Purchase Agreement is in full force and effect.

8. **Assignment and Assumption Agreement related to IRB Documents**. City hereby consents to the assignment to, and assumption by, Purchaser, of Developer's rights and obligations under the Bond Purchase Agreement, Indenture, IRB Base Lease, IRB Lease, Performance Agreement, and Origination Fee Agreement in accordance with the Assignment and Assumption of IRB Documents to be entered into between Developer, as assignor, and Purchaser, as assignee, substantially in form and content attached hereto as **Exhibit G** (the "**Assignment and Assumption Agreement**"), and such assignment does not constitute a default, breach or violation on the part of Developer under or of any agreement, contract, document, instrument or undertaking or obligation entered into by and between City and Developer (alone or with additional parties) with respect to the development, construction, financing, operation or maintenance of the Project (as defined in the Indenture), including without limitation, the IRB Documents. City further acknowledges and agrees that Purchaser is a permitted assignee pursuant to the IRB Lease.

9. **Transfer of the Bonds**. As long as Purchaser provides to City a Representation Letter substantially in form and content attached hereto as **Exhibit H** contemporaneously with Developer's transfer of the Bonds to Purchaser, City hereby consents to Purchaser's transfer of the Bonds to Purchaser and confirms that such transfer does not constitute a default, breach or violation on the part of Developer under or of any agreement, contract, document, instrument or undertaking or obligation entered into by and between City and Developer (alone or with

additional parties) with respect to the development, construction, financing, operation or maintenance of the Project, including without limitation, the IRB Documents.

10. **Waiver of Bond Payments.** City and Trustee each agrees that so long as Purchaser is both the tenant under the IRB Lease and the Bondowner (as defined in the Indenture) of all of the outstanding Bonds on the applicable interest payment date (as set forth in the Indenture) and, with respect to repayment of principal, on the maturity date (as set forth in the Indenture), Purchaser shall have the right to waive, provided the Purchaser provides written notice to the City and Trustee of its exercise of such right, actual payment of interest due on the Bonds on such interest payment date, as well as the principal of the Bonds maturing on the maturity date, in which event it shall be deemed that Purchaser, as tenant under the IRB Lease, had paid all Basic Rent due under the IRB Lease on such interest payment date or maturity date, as applicable, and that Purchaser, as owner of all of the outstanding Bonds on such date, had received the full payment due on such outstanding Bonds on such date provided the Bonds are presented to the Trustee for cancellation on the maturity date.

11. **No Default under IRB Documents or other Agreements with City.**

(a) **IRB Documents.** City has not been notified of any default and to the best of City's information and belief as of the Effective Date, neither City nor Developer is in default under the IRB Documents, and, to the best of City's information and belief, no event has occurred and no condition exists that might, with the giving of notice or the passage of time, or both, constitute a default by City or Developer under the IRB Documents, or would otherwise permit a termination or modification by City under the IRB Documents.

(b) **Other City Agreements.** City, Edgerton Land Holding Company, LLC, a Kansas limited liability company, an affiliate of Developer ("ELHC"), and BNSF Railway Company, a Delaware corporation ("BNSF"), entered into that certain Amended and Restated Public Infrastructure Financing Plan (the "Financing Plan") dated as of July 15, 2015, that certain Amended and Restated Project Agreement (the "Project Agreement") dated as of July 15, 2015, and certain other related agreements (the "Other City Agreements"). The City has not been notified of any default and to the best of City's information and belief as of the Effective Date, neither City, ELHC, nor BNSF is in default under the Other City Agreements, and, to the best of City's information and belief, no event has occurred and no condition exists that might, with the giving of notice or the passage of time, or both, constitute a default by City, ELHC, or BNSF under the Other City Agreements, or would otherwise permit a termination or modification by City or BNSF under the Other City Agreements.

12. **Additional City Certifications.** Without limiting the generality of the foregoing certifications, City also hereby certifies that, as of the Effective Date:

(a) The final Certificate of Occupancy for the Property has been issued by City and is in full force and effect as of the Effective Date, and there are no further obligations to City on the part of Developer or any other person or entity to cause design, construction, completion or modification of, nor incur any additional costs associated with, the construction of the Project or to comply with the IRB Documents.

(b) City has been advised by the Trustee under the Indenture that the total principal amount of the outstanding Bonds as of the Effective Date is \$ _____. The amount held in the Bond Fund (as such term is defined in the IRB Documents) is \$0.00. There are no funds remaining in the Construction Fund (as such term is defined in the IRB Documents).

(c) City has not asserted any claim for indemnification from Developer under any of the IRB Documents, and City is not aware of and has not been notified of, as of the Effective Date, any fact, event or circumstance that could be the basis of any such claim for indemnification.

(d) There is no suit, action, proceeding or audit pending or, to the knowledge of City, threatened against or affecting City or the Property under the IRB Documents, at law or in equity, or before or by any court, administrative agency, or other governmental authority which brings into question the validity of the IRB Documents.

(e) Developer has provided to City all reports, certifications, notices or similar documents required to be submitted by Developer under the IRB Documents through the Effective Date.

(f) To the best of City's information and belief, the Project has been completed in accordance with the IRB Documents and all applicable laws and requirements and is being lawfully occupied. The City has received any and all notices and certificates required pursuant to Section 4.5 of the IRB Lease.

(g) There are no outstanding or unpaid fees, costs, charges, assessments or other amounts owed by Developer to City with respect to the Project or the IRB Documents.

(h) City deems this Consent, Agreement and Estoppel Certificate as constituting any and all notices of the transactions described herein that might otherwise be required under the IRB Documents.

(i) City agrees that upon and after full execution of the Assignment and Assumption Agreement, Developer shall be relieved of any liability associated with the Project, the Bonds, and the IRB Documents.

(j) City hereby confirms that the City's assignment of the City's rights and obligations under the IRB Lease to Trustee pursuant to that certain Assignment of Lease Agreement by and between City, as lessee, and Developer, as lessor, was a collateral assignment to Trustee that terminates upon full payment or cancellation of the Bonds.

13. **City Authority.** City represents and warrants that it has all right, power, and authority to bind itself, and to execute and deliver this Consent, Agreement and Estoppel Certificate.

14. **City Consents, Representations, and Covenants related to Lender.** City further agrees in favor of Lender as follows:

(a) City acknowledges that neither the execution nor delivery of the Fee and Leasehold Mortgage and Security Agreement (the “**Security Instrument**”), nor any modification thereof or assignment of the beneficial interests thereunder, will be a default under the IRB Documents.

(b) City consents to Purchaser's collateral assignment to Lender of all of Purchaser's right, title and interest in and to the IRB Documents and agrees that if Lender shall exercise its remedies under its loan documents, the party that acquires Purchaser's interest in the Project through foreclosure or other exercise of remedies under the Lender's loan documents (the “**Successor Tenant**”) and such Successor Tenant's assignee shall be a permitted assignee of the IRB Documents without further consent of City. City consent to Purchaser's transfer to Lender of all of Purchaser's right, title and interest in and to the Bonds and agrees that so long as the Successor Tenant provides a Representation Letter substantially in form and content of Exhibit A of the Indenture and attached hereto as Exhibit H, the Successor Tenant shall be a permitted transferee of the Bonds without further consent of City. Notwithstanding the foregoing, Lender and any Successor Tenant shall use, and permit only the use of, the Property for the Project, unless City consents to such other use, such consent not to be unreasonably withheld.

(c) Upon and during the continuance of a default under Lender's loan documents, Lender shall have the right to exercise all rights of Purchaser under the IRB Documents.

(d) The Successor Tenant shall not be required to assume obligations under the IRB Documents, but shall be deemed to have agreed to perform all of Developer's obligations under the IRB Documents only from and after Successor Tenant's assumption of the Developer's obligations under the IRB Documents.

(e) City acknowledges that, in the event of damage to the improvements on the Property due to casualty or condemnation, the casualty insurance proceeds or condemnation proceeds, as the case may be, may be required by Lender to be applied to reduce the then balance of the Loan or may be required by Lender to be used for, and used by the tenant under the IRB Lease for, restoration of the improvements on the Property. In the event of any conflict between the provisions of the IRB Lease and the provisions of the Security Instrument with respect to application of casualty and condemnation proceeds, the provisions of the Security Instrument shall control.

(f) Notwithstanding any provisions of the IRB Documents to the contrary, no default or event of default under the Security Instrument or any other document or instrument evidencing or securing the Loan will, in and of itself, constitute a default or event of default under the IRB Documents.

(g) City shall send to Lender copies of all default or termination notices hereafter given by City to Purchaser under the IRB Documents concurrently with the sending of such notices to Purchaser and no such notice shall be effective against Lender until delivered to Lender; City shall accept from Lender a cure of any default. City will send all notices to Lender at the below address (or such other address as Lender may provide from time to time):

The Northwestern Mutual Life Insurance Company
720 East Wisconsin Avenue
Milwaukee, WI 53202
Attn: Real Estate Investment Department—Loan 343940

With a copy to :

Northwestern Mutual Investment Management Company
5850 Granite Parkway, Suite 230
Plano, TX 75024
Attn: Regional Director—Loan 343940

(k) City shall not agree to any amendment, modification, surrender, cancellation or termination of the IRB Documents without the prior written consent of Lender.

City, and Trustee with respect to the provisions of Section 10, make the above agreements and certifications to and for the benefit and protection of Purchaser, Developer and Lender, and with the intent and understanding that they will be justifiably relied upon by them or any of them. Developer, as current sole owner of the Bonds hereby directs the Trustee to execute this Consent, Agreement and Estoppel Certificate.

[SIGNATURE PAGE FOLLOWS]

Dated: November __, 2020.

CITY OF EDGERTON, KANSAS

By: _____
Donald Roberts, Mayor

ATTEST:

By: _____
Alexandria Clower, City Clerk

BOKF, N.A., as Trustee

By: _____
Kenneth J. Dotson
Senior Vice President

EXHIBIT A

IRB Base Lease

EXHIBIT B

IRB Lease

EXHIBIT C

Performance Agreement

EXHIBIT D

Origination Fee Agreement

EXHIBIT E

Indenture

EXHIBIT F

Bond Purchase Agreement

EXHIBIT G

Assignment and Assumption of IRB Documents

EXHIBIT H

Form of Representation Letter

EXHIBIT D

Sample Subordination/Attornment Agreement

(Space above reserved for the Register of Deeds' recording information)

Title of Document: Subordination/Attornment Agreement

Date of Document: November ____, 2020

Grantor(s): The City of Edgerton, Kansas and IPVI Montrose LLC, a Delaware limited liability company

Grantee(s): The Northwestern Mutual Life Insurance Company, a Wisconsin corporation

Grantee's Address: 720 East Wisconsin Avenue, Milwaukee, WI, 53202

Reference Book and Pages: Book 201709, Page 004970
Book 201709, Page 004971

Legal Description: See attached Schedule 1

SUBORDINATION/ATTORNMENMENT AGREEMENT

This Subordination/Attornment Agreement (this "**Agreement**") is made as of the ____ day of November, 2020, by and among the City of Edgerton, Kansas (the "**City**"), **IPVI MONTROSE LLC**, a Delaware limited liability company ("**Property Owner**") and **THE NORTHWESTERN MUTUAL LIFE INSURANCE COMPANY**, a Wisconsin corporation ("**Lender**").

RECITALS

A. The City of Edgerton, Kansas (the "**City**") has previously issued its \$42,600,000 aggregate maximum principal amount of Industrial Revenue Bonds (ELHC VI, LLC Project) Series 2017 (the "**Bonds**") pursuant to a Trust Indenture dated as of September 1, 2017 (the "**Indenture**"), between the City and BOKF, N.A., as trustee ("**Trustee**"), and used the proceeds of the Bonds to construct a Project (as defined in the Indenture).

B. ELHC VI, LLC, a Kansas limited liability company ("**Seller**"), leased the Project to the City pursuant to the Base Lease Agreement dated as of September 1, 2017 (the "**Base PILOT Lease**"), between Seller and the City, a memorandum of which was recorded September 18, 2017, in Book 201709, Page 004970, and the legal description of the land that is subject to the Base PILOT Lease is set forth on **Schedule 1** (the "**Property**").

C. The City subleased the Project to Seller pursuant to a Lease Agreement dated as of September 1, 2017 (the "**Sub PILOT Lease**"), between the City and Seller, a memorandum of which was recorded September 18, 2017, in Book 201709, Page 004971, and the Sub PILOT Lease was subsequently collaterally assigned to Trustee pursuant to that certain Assignment of Lease Agreement dated September 14, 2017, which was recorded on September 18, 2017, in Book 201709, Page 004972, which Sub PILOT Lease covers the Property.

D. The City and Seller entered into a Performance Agreement dated as of September 1, 2017 (the "**Performance Agreement**") whereby the parties set forth the terms relating to tax abatement for the Project.

E. The City and Seller entered into an Origination Fee Agreement dated as of September 1, 2017 (the "**Origination Fee Agreement**") whereby Seller agreed to make certain origination fee payments to the City over time.

F. The City and Seller entered into a Bond Purchase Agreement dated as of September 1, 2017 (the "**Bond Purchase Agreement**") whereby City agreed to issue and Seller agreed to purchase the Bonds on the terms and conditions set forth therein.

G. Pursuant to that certain Assignment and Assumption of IRB Documents of even date herewith by and between Seller and Property Owner, Seller has agreed to assign and transfer to Property Owner and Property Owner has agreed to assume all of Seller's interest in and to the Bonds, the Indenture, the Bond Purchase Agreement, the Base PILOT Lease, the Sub PILOT Lease, the Performance Agreement and the Origination Fee Agreement (collectively, the "**IRB Documents**").

H. On or prior to the date hereof, the City has reissued the Bonds in the name of Assignor;

I. Pursuant to that certain Promissory Note, dated of even date herewith, executed by Property Owner and a certain other borrower (collectively, "**Borrower**"), and payable to the order of

Lender in the original principal amount of \$63,540,000 (together with all replacements, renewals, modifications, increases, splits, and extensions thereof, the "**Note**"), Borrower has become indebted, and may from time to time be further indebted, to Lender with respect to a loan ("**Loan**") which is secured, in part, by the lien and security interest of that certain Fee and Leasehold Mortgage and Security Agreement from Borrower for the benefit of Lender of even date herewith (the "**Mortgage**"), and further evidenced, secured, or governed by other instruments and documents now or hereinafter executed in connection with the Loan (together with the Note and the Mortgage, the "**Loan Documents**").

J. In connection with the Loan, pursuant to that certain Collateral Assignment of IRB Documents of even date herewith by and between Property Owner and Lender and consented to by the City and the Trustee (the "**Collateral Assignment**"), Property Owner has collaterally assigned all of its rights and interest in the IRB Documents to Lender.

K. Lender wishes to have the City and Property Owner confirm the priority of the Mortgage over the Base PILOT Lease and the Sub PILOT Lease (collectively, the "**Leases**").

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, the parties hereto agree as follows:

1. The recitals set forth above are true and correct and are incorporated herein by this reference.

2. The City and Property Owner hereby covenant and agree that all rights and interests whatsoever under the Leases shall be and shall remain subject and subordinate to the lien of the Mortgage, to all of the rights and interests of Lender under the Mortgage and to all the terms, conditions and provisions thereof, to all advances made or to be made thereunder or under the Note, and to any increases, renewals, extensions, modifications, substitutions, consolidations or replacements thereof or of the Note.

3. If the interest of Property Owner under the Leases shall be acquired by Lender or any purchaser ("**Purchaser**") by reason of exercise of the power of sale or the foreclosure of the Mortgage or other proceedings brought to enforce the rights of the holder thereof, by deed in lieu of foreclosure or by any other method, and Lender or Purchaser succeeds to the interest of Property Owner under the Leases, unless Lender or Purchaser, as the case may be, elects to terminate the IRB Documents pursuant to Section 4 hereof, the Base Lease shall not be terminated by said foreclosure or other proceedings, and City and Property Owner agree that Lender or Purchaser, as the case may be, shall be entitled to all of the rights and benefits of Property Owner under the Leases, and the City shall attorn to Lender or Purchaser, as the case may be, as its lessor under the Base PILOT Lease and recognize Lender or Purchaser, as the case may be, as lessee under the Sub PILOT Lease, provided that Lender or Purchaser, as the case may be, provide, within five (5) days following its acquisition of title to the Property, notice to the City of its election to assume the rights and duties under the Leases and a Representation Letter substantially in the form attached hereto as **Exhibit A**, and the Leases shall in such event continue in accordance with their respective terms. Moreover, Lender or Purchaser, as the case may be, shall have the right to further assign the Leases pursuant to Section 10.4(c) of the Sub PILOT Lease.

4. Notwithstanding anything in Section 3 to the contrary, the City hereby agrees that Lender or Purchaser, as the case may be, shall have the option within five (5) days after foreclosure of the Mortgage or any conveyance of the Property by deed-in-lieu of foreclosure upon written notice to the City to (i) terminate the IRB Documents, in which event Lender or Purchaser, as the case may be, shall have no obligation to the City or any other party with respect to any amounts due or accruing prior, or

subsequent, to the date of such foreclosure or deed-in-lieu of foreclosure or (ii) continue the IRB Documents upon all of the terms and provisions provided therein.

5. Notwithstanding anything to the contrary contained in the IRB Documents or herein, if Lender or Purchaser, as the case may be, shall succeed to the interest of Property Owner under the IRB Documents, Lender or Purchaser, as the case may be, other than for Basic Rent and Additional Rent due and payable under the Sub PILOT Lease, shall have no personal liability as successor to Property Owner, and the City shall look only to the estate and property of Lender or Purchaser, as the case may be, in the Property for the satisfaction of the City's remedies for the collection of a judgment requiring the payment of money in the event of any default under the IRB Documents.

6. In the event that the Leases terminate prior to expiration of the Lease Term (as defined in the Sub PILOT Lease), Lender shall have the right to require the City to execute new leases pursuant to Section 10.4(d)(viii) of the Sub PILOT Lease.

7. Notwithstanding anything to the contrary contained in the IRB Documents or herein, Lender or Purchaser, as the case may be, shall not be liable to the City for any liability or obligation of Property Owner under the IRB Documents unless and until Lender or Purchaser, as the case may be, shall take title to the Property and notify the City that it has assumed the obligations of Property Owner under the IRB Documents as provided above, and thereafter, upon the assignment, sale or other transfer by Lender or Purchaser, as the case may be, of its interest under the IRB Documents, Lender or Purchaser, as the case may be, shall be released from liability under the IRB Documents as of the effective date of such assignment, sale or transfer, provided that the assignee agrees to be bound by the terms and conditions of the IRB Documents for the periods of ownership by Lender or Purchaser, as the case may be.

8. The City and Property Owner shall not by agreement amend, modify, surrender, cancel or terminate any of the IRB Documents without Lender's prior written consent. Lender or Purchaser, as the case may be, shall not be bound by any agreement or modification of the IRB Documents made without Lender's or Purchaser's written consent. Notwithstanding the foregoing, upon full payment, performance and observance by Property Owner of all obligations under the Loan or the expiration of the term of the IRB Documents, this Agreement shall automatically terminate and cease to exist and Lender shall, upon Property Owner's request and at Property Owner's expense, execute and deliver to Property Owner such instruments of termination as shall be reasonably necessary to effectuate such termination and cause Trustee to, if the term of the IRB Documents has expired, deliver a copy of the cancelled Bonds to the Property Owner, and if full payment, performance, and observance has been made by Property Owner of all obligations under the Loan but the Bonds are still outstanding, deliver the Bonds to the Property Owner at the written request of the Property Owner.

9. The City hereby covenants and agrees that no notice of default given to Property Owner, and no exercise of any remedy by the City as a result of any such default under the Leases and the IRB Documents, shall be effective unless such notice shall have been sent to Lender, and Lender shall have failed to remedy such act or omission within such period of time equal to Property Owner's applicable cure period plus (i) twenty (20) days with respect to monetary defaults or (ii) the additional period of time offered "leasehold mortgage" under Sections 10.4(d)(iv) and (vii) of the Sub PILOT Lease with respect to non-monetary defaults. Any default under any of the IRB Documents which by its nature is incapable of being cured by Lender or Purchaser, as the case may be, shall be waived by the City as between the City and Lender or Purchaser, as the case may be.

10. The City acknowledges that neither the execution nor delivery of the Loan Documents, nor any modification thereof or assignment of the beneficial interests thereunder, will be a default under the IRB Documents.

11. The City acknowledges that, in the event of damage to the improvements on the Property due to casualty or condemnation, the casualty insurance proceeds or condemnation proceeds, as the case may be, may be required by Lender to be applied to reduce the Indebtedness (as defined in the Mortgage) or may be required by Lender to be used for, and used by the tenant under the Leases for, restoration of the improvements on the Property. In the event of any conflict between the provisions of the Leases and the provisions of the Loan Documents with respect to application of casualty and condemnation proceeds, the provisions of the Loan Documents shall control.

12. This Agreement shall serve as notice from Lender to the City under Section 10.4(d) of the Sub PILOT Lease of the making of the Loan, and the name and address of Lender; which are as follows:

The Northwestern Mutual Life Insurance Company
720 East Wisconsin Avenue
Milwaukee, WI 53202
Attn: Real Estate Investment Department—Loan 343940

With a copy to :

Northwestern Mutual Investment Management Company
5850 Granite Parkway, Suite 230
Plano, TX 75024
Attn: Regional Director—Loan 343940

The City acknowledges that Lender has complied with all requirements under Section 10.4(d) of the Sub PILOT Lease, and Lender shall be entitled to all rights, privileges, and protections afforded to “mortgagees” or “leasehold mortgagees” under the Leases (including, without limitation, under Section 10.4 of the Sub PILOT Lease). To the extent there is any conflict between the Leases and this Agreement, the provisions of this Agreement shall control.

13. Lender may at any time, without the consent of the City or Property Owner, sell, assign participate or securitize all or any portion of the Loan. This Agreement shall inure to the benefit of and shall be binding upon the City, the Property Owner and Lender, and their respective heirs, personal representatives, successors and assigns. This Agreement may not be altered, modified or amended except in writing signed by all of the parties hereto. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. This Agreement shall be governed by and construed according to the laws of the state where the Property is located.

14. Notwithstanding anything in this Agreement to the contrary, in the event Lender forecloses on the Mortgage or acquires the Property by deed-in-lieu of foreclosure, any Tax Payments (as defined in the Performance Agreement) due and payable under Section 2.3 of the Performance Agreement at the time of such foreclosure or acquisition by deed-in-lieu of foreclosure shall be the responsibility of Lender, even if Lender terminates the IRB Documents. By contrast, any Origination Fee payments that are due and payable under the IRB Documents at the time of such foreclosure or acquisition by deed-in-lieu of foreclosure shall be the responsibility of Lender only if Lender chooses not to terminate the IRB Documents.

15. Property Owner, as current sole owner of the Bonds hereby directs the Trustee to provide its acknowledgement of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused their respective duly authorized representatives to execute this Agreement as of the date hereof.

PROPERTY OWNER:

IPVI MONTROSE LLC, a Delaware limited liability company

By: ELHC VI, LLC,
a Kansas limited liability company, its Member

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

By _____
Nathaniel Hagedorn, Manager

ACKNOWLEDGMENT

STATE OF MISSOURI)
) SS.
COUNTY OF PLATTE)

BE IT REMEMBERED, that on this ____ day of November, 2020, appeared Nathaniel Hagedorn, to me personally known, who being duly sworn did say that he is the Manager of NorthPoint Development, LLC, the Manager of ELHC VI, LLC, a Kansas limited liability company, the Member of IPVI Montrose LLC, a Delaware limited liability company (the "Company"), and that the foregoing instrument was signed for the purposes therein contained on behalf of the Company and by authority of the Company; and he further acknowledged said instrument to be the free act and deed of the Company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

[SEAL]

Notary Public

My commission expires _____.

CITY OF EDGERTON, KANSAS

[SEAL]

By: _____
Donald Roberts
Mayor

ATTEST:

Alexandria Clower
City Clerk

ACKNOWLEDGMENT

STATE OF KANSAS)
) SS:
COUNTY OF JOHNSON)

BE IT REMEMBERED that on this ____ day of November, 2020, before me, a notary public in and for said county and state, came Donald Roberts, Mayor of the City of Edgerton, Kansas, a municipal corporation duly authorized, incorporated and existing under and by virtue of the Constitution and laws of the State of Kansas, and Alexandria Clower, City Clerk of said City, who are personally known to me to be the same persons who executed, as such officers, the within instrument on behalf of said City, and such persons duly acknowledged the execution of the same to be the act and deed of said City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

[SEAL]

Notary Public

Typed Name: _____

My commission expires _____.

LENDER:

**THE NORTHWESTERN MUTUAL LIFE
INSURANCE COMPANY**, a Wisconsin corporation

By: Northwestern Mutual Investment Management
Company, LLC, a Wisconsin limited liability
company, its wholly-owned affiliate

By: _____
Brian D. Bennett
Its Director

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS.
COUNTY OF MILWAUKEE)

BE IT REMEMBERED, that on this ____ day of November, 2020, appeared Brian D. Bennett, to me personally known, who being duly sworn did say that he is the Director of Northwestern Mutual Investment Management Company, LLC, a Delaware limited liability company, the wholly-owned affiliate of THE NORTHWESTERN MUTUAL LIFE INSURANCE COMPANY, a Wisconsin corporation, (the "**Company**") and that the foregoing instrument was signed for the purposes therein contained on behalf of the Company and by authority of the Company; and he further acknowledged said instrument to be the free act and deed of the Company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

[SEAL]

Notary Public

My commission expires _____.

ACKNOWLEDGMENT OF TRUSTEE

BOKF, N.A., as trustee, hereby acknowledges the receipt of this Subordination/Attornment Agreement dated November __, 2020, by IPVI Montrose LLC, a Delaware limited liability company in favor of The Northwestern Mutual Life Insurance Company, a Wisconsin corporation.

BOKF, N.A.

By: _____
Kenneth J. Dotson
Senior Vice President

ACKNOWLEDGMENT

STATE OF MISSOURI)
) SS.
COUNTY OF JACKSON)

On this ____ day of November, 2020 before me appeared Kenneth J. Dotson, a Senior Vice President of BOKF, N.A., a national banking association, to me personally known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same on behalf of said national banking association.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

[SEAL]

Notary Public

Typed Name: _____

My commission expires _____.

Schedule 1

Legal Description of Property

Real property in the City of Edgerton, County of Johnson, State of Kansas, described as follows:

All that part of the East Half of the Northwest Quarter of Section 35, Township 14 South, Range 22 East, in Johnson County, Kansas being more particularly described as follows:

Commencing at the Northeast corner of the Northwest Quarter of said Section 35; thence South 02°24'35" East, along the East line of said Northwest Quarter, a distance of 22.00 feet to the Point of Beginning; thence continuing South 02°24'35" East, along said East line, a distance of 1673.64 feet; thence departing said East line, South 87°52'10" West, a distance of 1300.36 feet; thence North 02°07'50" West, a distance of 151.37 feet; thence North 5°35'10" West, a distance of 100.80 feet to a point on the West line of the East Half of the Northwest Quarter of said Section 35; thence North 02°07'50" West, a distance of 1416.27 feet; thence North 42°34'06" East, a distance of 28.46 feet to the South right-of-way line of 183rd Street as it now exists; thence along said South right-of-way line North 88°32'07" East, a distance of 1278.35 feet to the Point of Beginning. Except any part used or dedicated for streets, roads or public right-of-ways.

Exhibit A

Form of Representation Letter

[attached]

RESOLUTION NO. 11-12-20A

A RESOLUTION CONSENTING TO THE ASSIGNMENT OF A BASE LEASE, LEASE AGREEMENT AND OTHER BOND DOCUMENTS IN CONNECTION WITH THE CITY'S INDUSTRIAL REVENUE BONDS (ELHC VI, LLC PROJECT), SERIES 2017, AND AUTHORIZING A COLLATERAL ASSIGNMENT, ESTOPPEL AND SUBORDINATION AGREEMENT

WHEREAS, the City of Edgerton, Kansas (the "City") is a duly organized and existing municipal corporation under the laws of the State of Kansas; and

WHEREAS, the City issued its Industrial Revenue Bonds (ELHC VI, LLC Project), Series 2017 (the "Bonds"), in the aggregate maximum principal amount of \$42,600,000, pursuant to a Trust Indenture dated as of September 1, 2017 (the "Indenture"), between the City and BOKF, N.A., as trustee (the "Trustee"), for the purpose of providing funds to pay the cost of acquiring, purchasing, constructing, installing and equipping a commercial project, consisting of an approximately 777,000 sq. ft. warehouse and distribution facility, to be located at 18451 Montrose Street, Edgerton, Kansas (the "Project"); and

WHEREAS, the Project was leased by ELHC VI, LLC, a Kansas limited liability company ("ELHC"), to the City pursuant to a Base Lease Agreement dated as of September 1, 2017 (the "Base Lease"), between ELHC and the City, and the Project was subleased by the City to ELHC pursuant to a Lease Agreement dated as of September 1, 2017 (the "Lease Agreement"), between the City and the Assignor; and

WHEREAS, pursuant to **Section 6.2** of the Base Lease and **Section 13.1** of the Lease Agreement, the Assignor may assign the Base Lease and the Lease Agreement only with the written consent of the City; and

WHEREAS, the Assignor is requesting the City's consent to the assignment of the Assignor's interest under the Base Lease, Lease Agreement, Indenture, the Performance Agreement dated as of September 1, 2017 (the "Performance Agreement"), between the City and Assignor, the Origination Fee Agreement dated as of September 1, 2017 (the "Origination Fee Agreement"), between the City and the Assignor, the Bond Purchase Agreement dated September 1, 2017 (the "Bond Purchase Agreement"), among the City, the Assignor, as purchaser, and the Assignor, as the company, and all other documents executed in connection with the Bonds that are included in the transcript of proceedings for the Bonds (collectively, the "Other Bond Documents"), to IPVI Montrose LLC, a Delaware limited liability company (the "Assignee"); and

WHEREAS, the City desires to consent to the assignment of the Assignor's interest under the Base Lease, Lease Agreement, Indenture, Performance Agreement, Origination Fee Agreement, the Bond Purchase Agreement and the Other Bond Documents to the Assignee; and

WHEREAS, in connection with the assignment, Assignee has requested that the City deliver a collateral assignment, an estoppel and a subordination agreement, and the City desires to approve such documents;

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

Section 1. Consent to Assignment. The Governing Body of the City hereby consents to the assignment of the Base Lease, Lease Agreement, Indenture, Performance Agreement, Origination Fee Agreement, Bond Purchase Agreement and the Other Bond Documents by the Assignor to the Assignee. The foregoing consents are contingent upon the satisfaction of all other requirements for assignments expressly set forth in the Lease Agreement.

Section 2. Authorization and Execution of Consent to Assignment. The Governing Body hereby approves of the form of the Assignment and Assumption of IRB Documents (the "Assignment"), in substantially the form attached to the item summary presented to and reviewed by the Council of the City at this meeting (a copy of which document, upon execution thereof, shall be filed in the office of the City Clerk). The Mayor of the City is hereby authorized and directed to execute and deliver the consent to the Assignment for and on behalf of and as the act and deed of the City, in substantially the form presented to and reviewed by the Council of the City. The City Clerk of the City is hereby authorized and directed to attest to and affix the seal of the City, if required, to the Assignment.

Section 3. Authorization and Execution of Consent to Collateral Assignment. The Governing Body hereby approves of the form of the City consent to Collateral Assignment of IRB Documents (the "Collateral Assignment"), in substantially the form attached to the item summary presented to and reviewed by the Council of the City at this meeting (a copy of which document, upon execution thereof, shall be filed in the office of the City Clerk). The Mayor of the City is hereby authorized and directed to execute and deliver the consent to the Collateral Assignment for and on behalf of and as the act and deed of the City, in substantially the form presented to and reviewed by the Council of the City. The City Clerk of the City is hereby authorized and directed to attest to and affix the seal of the City, if required, to the consent to the Collateral Assignment.

Section 4. Authorization and Execution of Estoppel. The Governing Body hereby approves of the form of the Consent, Agreement and Estoppel Certificate (the "Estoppel"), in substantially the form attached to the item summary presented to and reviewed by the Council of the City at this meeting (a copy of which document, upon execution thereof, shall be filed in the office of the City Clerk). The Mayor of the City is hereby authorized and directed to execute and deliver the Estoppel for and on behalf of and as the act and deed of the City, in substantially the form presented to and reviewed by the Council of the City. The City Clerk of the City is hereby authorized and directed to attest to and affix the seal of the City, if required, to the Estoppel.

Section 5. Authorization and Execution of Subordination. The Governing Body hereby approves of the form of the Subordination/Attornment Agreement (the "Subordination"), in substantially the form attached to the item summary presented to and reviewed by the Council of the City at this meeting (a copy of which document, upon execution thereof, shall be filed in the office of the City Clerk). The Mayor of the City is hereby authorized and directed to execute and deliver the Subordination for and on behalf of and as the act and deed of the City, in substantially the form presented to and reviewed by the Council of the City. The City Clerk of the City is hereby authorized and directed to attest to and affix the seal of the City, if required, to the Subordination.

Section 6. Further Authority. The Mayor is hereby authorized and directed to execute and deliver such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution (copies of said documents shall be filed in the records of the

City) for and on behalf of and as the act and deed of the City. The City Clerk is hereby authorized and directed to attest to and affix the seal of the City to such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution.

Section 7. Effective Date. This Resolution shall take effect and be in full force immediately after its adoption by the Governing Body of the City.

ADOPTED this 12th day of November, 2020.

CITY OF EDGERTON, KANSAS

[SEAL]

By: _____
Donald Roberts, Mayor

ATTEST:

Alexandria Clower, City Clerk

Approved as to form:

Scott W. Anderson, Bond Counsel

RESOLUTION NO. 11-12-20B

A RESOLUTION CONSENTING TO THE ASSIGNMENT OF A BASE LEASE, LEASE AGREEMENT AND OTHER BOND DOCUMENTS IN CONNECTION WITH THE CITY'S INDUSTRIAL REVENUE BONDS (ELHC VIII, LLC PROJECT), SERIES 2016, AND AUTHORIZING A COLLATERAL ASSIGNMENT, ESTOPPEL AND SUBORDINATION AGREEMENT

WHEREAS, the City of Edgerton, Kansas (the "City") is a duly organized and existing municipal corporation under the laws of the State of Kansas; and

WHEREAS, the City issued its Industrial Revenue Bonds (ELHC VIII, LLC Project), Series 2016 (the "Bonds"), in the aggregate maximum principal amount of \$41,400,000, pursuant to a Trust Indenture dated as of November 1, 2016 (the "Indenture"), between the City and BOKF, N.A., as trustee (the "Trustee"), for the purpose of providing funds to pay the cost of acquiring, purchasing, constructing, installing and equipping a commercial project, consisting of an approximately 780,000 sq. ft. warehouse and distribution facility, to be located at 30900 W. 185th Street, Edgerton, Kansas (the "Project"); and

WHEREAS, the Project was leased by ELHC VIII, LLC, a Kansas limited liability company ("ELHC"), to the City pursuant to a Base Lease Agreement dated as of November 1, 2016 (the "Base Lease"), between ELHC and the City, and the Project was subleased by the City to ELHC pursuant to a Lease Agreement dated as of November 1, 2016 (the "Lease Agreement"), between the City and the Assignor; and

WHEREAS, pursuant to **Section 6.2** of the Base Lease and **Section 13.1** of the Lease Agreement, the Assignor may assign the Base Lease and the Lease Agreement only with the written consent of the City; and

WHEREAS, the Assignor is requesting the City's consent to the assignment of the Assignor's interest under the Base Lease, Lease Agreement, Indenture, the Performance Agreement dated as of November 1, 2016 (the "Performance Agreement"), between the City and Assignor, the Origination Fee Agreement dated as of November 1, 2016 (the "Origination Fee Agreement"), between the City and the Assignor, the Bond Purchase Agreement dated November 16, 2016 (the "Bond Purchase Agreement"), among the City, the Assignor, as purchaser, and the Assignor, as the company, and all other documents executed in connection with the Bonds that are included in the transcript of proceedings for the Bonds (collectively, the "Other Bond Documents"), to IPVIII 185 Street LLC, a Delaware limited liability company (the "Assignee"); and

WHEREAS, the City desires to consent to the assignment of the Assignor's interest under the Base Lease, Lease Agreement, Indenture, Performance Agreement, Origination Fee Agreement, the Bond Purchase Agreement and the Other Bond Documents to the Assignee; and

WHEREAS, in connection with the assignment, Assignee has requested that the City deliver a collateral assignment, an estoppel and a subordination agreement, and the City desires to approve such documents;

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

Section 1. Consent to Assignment. The Governing Body of the City hereby consents to the assignment of the Base Lease, Lease Agreement, Indenture, Performance Agreement, Origination Fee Agreement, Bond Purchase Agreement and the Other Bond Documents by the Assignor to the Assignee. The foregoing consents are contingent upon the satisfaction of all other requirements for assignments expressly set forth in the Lease Agreement.

Section 2. Authorization and Execution of Consent to Assignment. The Governing Body hereby approves of the form of the Assignment and Assumption of IRB Documents (the "Assignment"), in substantially the form attached to the item summary presented to and reviewed by the Council of the City at this meeting (a copy of which document, upon execution thereof, shall be filed in the office of the City Clerk). The Mayor of the City is hereby authorized and directed to execute and deliver the consent to the Assignment for and on behalf of and as the act and deed of the City, in substantially the form presented to and reviewed by the Council of the City. The City Clerk of the City is hereby authorized and directed to attest to and affix the seal of the City, if required, to the Assignment.

Section 3. Authorization and Execution of Consent to Collateral Assignment. The Governing Body hereby approves of the form of the City consent to Collateral Assignment of IRB Documents (the "Collateral Assignment"), in substantially the form attached to the item summary presented to and reviewed by the Council of the City at this meeting (a copy of which document, upon execution thereof, shall be filed in the office of the City Clerk). The Mayor of the City is hereby authorized and directed to execute and deliver the consent to the Collateral Assignment for and on behalf of and as the act and deed of the City, in substantially the form presented to and reviewed by the Council of the City. The City Clerk of the City is hereby authorized and directed to attest to and affix the seal of the City, if required, to the consent to the Collateral Assignment.

Section 4. Authorization and Execution of Estoppel. The Governing Body hereby approves of the form of the Consent, Agreement and Estoppel Certificate (the "Estoppel"), in substantially the form attached to the item summary presented to and reviewed by the Council of the City at this meeting (a copy of which document, upon execution thereof, shall be filed in the office of the City Clerk). The Mayor of the City is hereby authorized and directed to execute and deliver the Estoppel for and on behalf of and as the act and deed of the City, in substantially the form presented to and reviewed by the Council of the City. The City Clerk of the City is hereby authorized and directed to attest to and affix the seal of the City, if required, to the Estoppel.

Section 5. Authorization and Execution of Subordination. The Governing Body hereby approves of the form of the Subordination/Attornment Agreement (the "Subordination"), in substantially the form attached to the item summary presented to and reviewed by the Council of the City at this meeting (a copy of which document, upon execution thereof, shall be filed in the office of the City Clerk). The Mayor of the City is hereby authorized and directed to execute and deliver the Subordination for and on behalf of and as the act and deed of the City, in substantially the form presented to and reviewed by the Council of the City. The City Clerk of the City is hereby authorized and directed to attest to and affix the seal of the City, if required, to the Subordination.

Section 6. Further Authority. The Mayor is hereby authorized and directed to execute and deliver such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution (copies of said documents shall be filed in the records of the

City) for and on behalf of and as the act and deed of the City. The City Clerk is hereby authorized and directed to attest to and affix the seal of the City to such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution.

Section 7. Effective Date. This Resolution shall take effect and be in full force immediately after its adoption by the Governing Body of the City.

ADOPTED this 12th day of November, 2020.

CITY OF EDGERTON, KANSAS

[SEAL]

By: _____
Donald Roberts, Mayor

ATTEST:

Alexandria Clower, City Clerk

Approved as to form:

Scott W. Anderson, Bond Counsel

City Council Action Item

Council Meeting Date: November 12, 2020

Department: Administration

Agenda Item: Consider a Contract with ElevateEdgerton! For Economic Development Services for 2021

Background/Description of Item:

ElevateEdgerton! was formed in early 2017 as a public-private entity dedicated to driving development to Edgerton. In summer 2020, James Oltman, President for ElevateEdgerton!, presented to the Edgerton City Council the request for 2021 funding allocation as part of the annual budget process. City Council approved the 2021 Budget request to include: \$55,000 membership plus \$10,000 as special grant for the Residential Development Housing Fund. City Council also authorized \$10,000 of in-kind contribution of time from the Marketing/Communications Manager.

Similar to other partner entities, typically the City of Edgerton has done an annual agreement for this type of funding allocation. Please find enclosed a draft agreement for economic development services for 2021 with ElevateEdgerton!. The draft agreement requires ElevateEdgerton! to prepare a plan of work describing the specific deliverables for that year. Following the draft agreement is the proposed Deliverables as referenced in the agreement. The term of this agreement shall be for one year commencing on January 1, 2021 and terminating on December 31, 2021.

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

The Agreement has been previously reviewed and approved by City Attorney. Any changes recommended for 2020 would be presented during the City Council meeting. .

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

Funding Source: General Fund-Economic Development

Budget Allocated: \$65,000

x *Karen P. Kindle*

Finance Director Approval: Karen Kindle, Finance Director

Recommendation: Approve a Contract with ElevateEdgerton! For Economic Development Services for 2021

Enclosed: Draft Agreement with ElevateEdgerton!
2021 Deliverables

Prepared by: Beth Linn, City Administrator

AGREEMENT

THIS CONTRACT FOR ECONOMIC DEVELOPMENT SERVICES ("Renewal") is made and entered into as of this 12th day of November, 2020, by and between the City of Edgerton, Kansas (the "City") and ElevateEdgerton! ("EDC"), a Kansas not-for-profit corporation.

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

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

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

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

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

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

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

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

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

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

3. **COMPENSATION.** In consideration of the services to be provided by EDC, the City shall pay to EDC the sum of \$55,000, payable on the first day of the month of February. EDC shall prepare an invoice for the payment and submit such invoice to the City 30 days prior to the scheduled payment.

4. **TERM.** The term of this agreement shall be for one year commencing on January 1, 2021 and terminating on December 31, 2021.

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

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

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

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

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

10. **DUTIES UPON EXPIRATION OR TERMINATION.** It is acknowledged and agreed that in the course of performing its obligations under this Agreement EDC will compile and prepare certain market information, client lists, data bases and other information relating to the City operations,

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

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

IN WITNESS WHEREOF, the parties hereto have set their hand this 12th day of November, 2020, at Johnson County, Kansas.

ELEVATEEDGERTON!

CITY OF EDGERTON, KANSAS

James Oltman, President

Donald Roberts, Mayor

ATTEST:

Alexandria K. Clower, City Clerk

APPROVED AS TO FORM:

Lee W. Hendricks, City Attorney



2021 ElevateEdgerton! Deliverables

- Workforce
 - Host monthly HR roundtable for all LPKC tenants
 - Coordinate LPKC exclusive career fairs
 - Regional marketing for LPKC employment opportunities
 - Continue to enhance and expand LPKC Career Connect
 - Work with development partners and regional workforce partners on workforce development and attraction efforts
- Retail/commercial recruitment efforts
 - Continue to assess the needs of LPKC tenants and proceed accordingly
 - Maintain and update marketing material specifically geared towards commercial recruitment
 - Attend events and meetings geared towards active recruitment of retail/commercial
 - Commercial Developer meetings
 - ICSC Recon: Global Retail Convention
- Housing development efforts
 - Maintain and update inventory of properties well positioned for residential development
 - Meet with potential housing developers about new residential construction in Edgerton
 - Contract for housing study for the City of Edgerton
- Investor Retention/Growth
 - Continued effort on adding new strategic partnerships to ElevateEdgerton!
- Representing Edgerton within the region
 - Attend Planning Commission and City Council meetings when economic development opportunities are being discussed
 - Represent Edgerton at regional economic development events
 - Kansas City Area Development Council
 - KC Smartport
 - Kansas Economic Development Alliance
 - Southern Economic Development Council
 - Greater Kansas City Foreign Trade Zone
- Community Services
 - New Resident bags
 - Create an outlet for community news and events



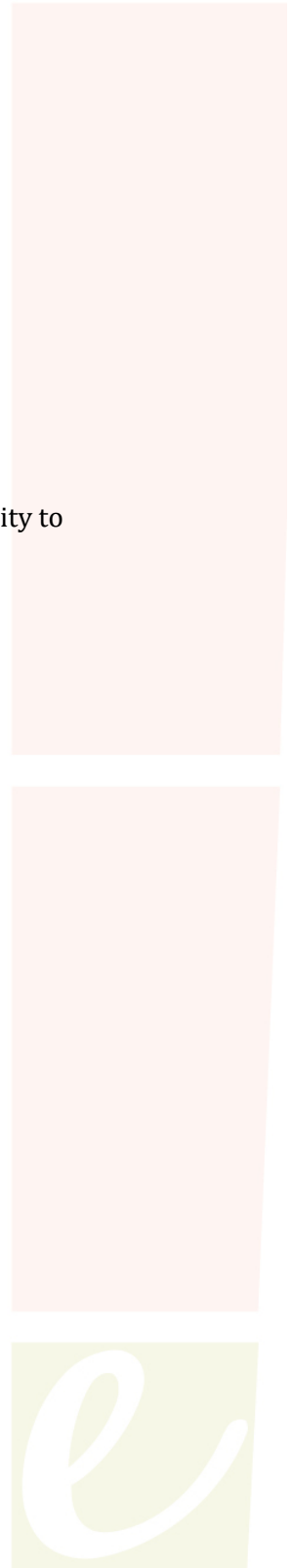
Requested funding amount:

\$55,000.00 cash contributions

\$10,000 in-kind contributions from City of Edgerton Marketing and Communications employee

\$10,000 targeted allocation – Residential Development Housing Fund – Provides ability to leverage money from other partners for the purpose of residential development recruitment activities:

- Housing Study
- Residential development related marketing
- Data Collection



City Council Action Item

Council Meeting Date: November 12, 2020

Department: Administration

Agenda Item: Consider Adoption of the 2021-2025 CIP

Background/Description of Item:

The Governing Body reviewed projects and funding recommendations from staff at the October 8, 2020 CIP Work Session. Council provided direction to add additional funding to projects as recommended by staff. In addition, Council requested a few projects be added to the unfunded projects list.

The attached schedule shows the projects that have been funded by the Governing Body in the past and now includes the updated amounts for the projects to which additional funding was added based on consensus of the Governing Body at the work session. The projects and additional funding are:

Project	Original Funded Amount	Additional Funding	New Funded Amount
ERP Software Acquisition/Implementation	\$150,000	\$90,000	\$240,000
2022 Street Preservation	\$40,030	\$25,000	\$65,030
2023 Street Preservation	\$40,030	\$100,000	\$140,030
2024 Street Preservation	\$40,030	\$100,000	\$140,030
2025 Street Preservation	\$40,030	\$100,000	\$140,030

Projects added to the unfunded projects list include:

Project	Unfunded List
Museum Restrooms	Unfunded – General - Facilities
Pedestrian Amenity on 207 th Street	Unfunded – Parks
Remove Tennis Courts in Martin Creek Park	Unfunded – Parks

Adoption of the CIP will establish the funding, budget and time frame for the projects as listed on the Funded Projects Schedule. As projects move through the stages of the project life cycle, staff will bring contracts, funding/cost changes, timing changes, etc., to Council for approval.

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

Funding Source: Various sources as described on individual project sheets.

Budget Allocated: Various amounts as listed on the 2021-2025 CIP Funded Projects List

Finance Director Approval: 
Karen Kindle, Finance Director

Recommendation: Adopt the 2021-2025 CIP
--

Enclosed: 2021-2025 Schedule of Funded Projects
Funding Sources Forecast for the 2021-2025 CIP
Individual Project Sheets for Funded Projects

Prepared by: Karen Kindle, Finance Director

2021-2025 CIP FUNDED PROJECTS



Citywide Projects

	Project Name	2021-2025 CIP Budget	Project Phase	Project Complete	Staff Allocation Complete	Anticipated Start	Anticipated Complete	Status Update
1	Parks Master Plan	\$ 74,921	Design	90%	85%		Dec-20	Final edits to Parks Master Plans presented to GB for official adoption in 2020.
2	2019 Street Maintenance Program	\$ 71,338	Construction	90%	90%	May-19	Dec-20	Final acceptance at 9/26/19 City Council for UBAS portion. Concrete joint maintenance phase in progress.
3	Unified Development Code Update	\$ 110,000	Design	25%	25%	Dec-17	Dec-21	Discontinued use of outside consultant in early 2019. Project completed by City Staff. Chapters 4, 7, 10, 12 and 16 have been approved by Council.
4	207th Street Grade Separation	\$ 15,000,000	Bidding	50%	50%	Jan-18	Dec-21	Project plans 100% complete. Right-of-way and easement acquisition 100% complete. Bid in 4th quarter 2020. Construction planned in 2021.
5	56 Hwy Trail (W 1st Street to School Entrance) Phase 1	\$ 99,308	Construction	60%	75%	Aug-18	Dec-20	Bids rejected at 9/26/2019 Council Meeting. Easement acquisition complete. Contractor approved at the April 23, 2020 meeting.
6	56 Hwy Trail (School Entrance to 7th Street) Phase 2	\$ 129,575	Construction	60%	75%	Aug-18	Dec-20	Bids rejected at 9/26/2019 Council Meeting. Easement acquisition complete. Approved addition to contract with Phase 1 contractor at 8/13/2020 Council Meeting.
7	The Greenspace	\$ 4,130,000	Design	10%	10%	Apr-19	TBD	Public input process held during first half of 2019. Converted project from design/build to design/bid/build. RFP for Architect in 4th quarter 2020. Construction phase timing to be determined.
8	Space Needs Study for City Hall	\$ 50,000	Concept	0%	0%	TBD	TBD	The work of this project will be done in conjunction with The Greenspace Project. RFP for Architect in 4th quarter 2020. Construction phase timing to be determined.
9	Intersection Improvements: Turn Lanes at US 56 & 199th St	\$ 200,000	Construction	0%	0%	Oct-18	Dec-20	Project is KDOT led. Work has begun. City's only role to reimburse ROW acquisition and utility relocation.
10	Comprehensive Plan Update	\$ 150,000	Concept	0%	0%	Nov-21	Nov-23	Work on this item will begin after the completion of the UDC updates. Updated timing due to COVID-19.
11	ERP Software Exploration	\$ 75,000	Design	70%	70%	May-19	Oct-20	Council approved contract for consultant (GFOA) on 7/25/2019. RFP issued in February 2020. Responses received from two firms on April 8, 2020. Demos held in June 2020. Site visits completed in August 2020. Contract negotiations through October 2020.
12	Stormwater Master Plan	\$ 174,895	Design	20%	20%	Jan-20	Sep-21	Consultant on board. Public input and field inspection ongoing.
13	Glendell Acres Park Renovation	\$ 740,867	Concept	10%	10%	Nov-19	TBD	RFQ for consultant to be issued in 4th quarter 2020.
14	Wastewater Master Plan	\$ 294,703	Design	30%	30%	Jan-20	Sep-21	Consultant on board. Field inspections complete. Analysis ongoing.
15	2021 CDBG Project 7th Street and Nelson Sanitary Sewer Project	\$ 518,000	Design	10%	25%	Dec-19	Oct-21	Sections of existing sanitary sewer main to be replaced in the vicinity of 7th Street and Nelson Street based on documented problems on the line. CDBG grant application approved by Council on 5/28/2020 and submitted to Johnson County. Grant funding of \$200,000 awarded. Plan to bid in Spring 2021 and plan for construction to occur in Summer/Fall 2021.
16	Library Downspouts	\$ 12,420	Concept	0%	0%	Nov-20	Jun-21	Consensus to fund at 10/10/2019 CIP Work Session.

2021-2025 CIP FUNDED PROJECTS

17	ERP Software Acquisition	\$ 240,000	Concept	0%	0%	Jan-20	Dec-22	Consensus to fund at 10/10/2019 CIP Work Session. Represents partial funding as the project is still in the exploration stage.
18	Nelson: E. 3rd St. - W. 8th St. (CARS)	\$ 202,300	Concept	5%	5%	Jan-21	Dec-22	Consensus to fund at 10/10/2019 CIP Work Session. Submitted as a priority project as part of the City's 5-year CARS Plan.
19	Streetlight Inventory	\$ 16,500	Concept	0%	0%	Mar-21	Dec-21	Consensus to fund at 10/10/2019 CIP Work Session.
20	Streetlight Study	\$ 50,000	Concept	0%	0%	Mar-21	Dec-21	Consensus to fund at 10/10/2019 CIP Work Session.
21	1st & Meriwood - Stormwater Repairs	\$ 72,550	Design	20%	30%	Jan-20	Dec-20	Design complete. Project is out to bid.
22	2021 Street Preservation Program	\$ 40,030	Concept	0%	0%	Jan-21	Dec-21	Street maintenance program presentation at the 10/8/2020 City Council meeting. Includes funding from gas tax from both 2020 and 2021.
23	2022 Street Preservation Program	\$ 65,030	Concept	0%	0%	Jan-22	Dec-22	Street maintenance program presentation at the 10/8/2020 City Council meeting.
24	2023 Street Preservation Program	\$ 140,030	Concept	0%	0%	Jan-23	Dec-23	Street maintenance program presentation at the 10/8/2020 City Council meeting.
25	2024 Street Preservation Program	\$ 140,030	Concept	0%	0%	Jan-24	Dec-24	Street maintenance program presentation at the 10/8/2020 City Council meeting.
26	2025 Street Preservation Program	\$ 140,030	Concept	0%	0%	Jan-25	Dec-25	Street maintenance program presentation at the 10/8/2020 City Council meeting.

Homestead Ln TIF

	Project Name	Updated CIP Budget	Project Phase	Project Complete	Staff Allocation Complete	Anticipated Start	Anticipated Complete	Status Update
27	On-the-Go Street/Sewer (200th St.)	\$ 1,750,000	Construction	25%	70%	Jul-20	Mar-21	Construction ongoing. Anticipate substantial completion by end of the year.
28	Homestead Ln Intersection	\$ 1,752,000	Construction	25%	40%	Jul-20	Mar-21	Construction ongoing. Anticipate substantial completion by end of the year.

LPKC Phase 1

	Project Name	Updated CIP Budget	Project Phase	Project Complete	Staff Allocation Complete	Anticipated Start	Anticipated Complete	Status Update
	None.							

LPKC Phase 2

	Project Name	Updated CIP Budget	Project Phase	Project Complete	Staff Allocation Complete	Anticipated Start	Anticipated Complete	Status Update
	None.							

2021-2025 CIP Funding Sources

	Available Balance 12/31/2019	2020	2021	2022	2023	2024	2025	Total
General Fund	<i>The money available for this funding source comes from the estimated fund balance in excess of the reserve requirement. The City's policy requires the reserve amount to be 17% - 25% of budgeted revenues. The amounts listed here are the funds in excess of 25% of budgeted revenues. Funds in excess of the reserve requirement can be used for one-time expenditures. This funding source should not be used for recurring items as there isn't any guarantee that there will be fund balance in excess of the reserve requirement each year.</i>							
Forecast	\$ 726,974	\$ 170,455	\$ (320,413)	\$ -	\$ -	\$ -	\$ -	\$ 577,016
Committed in CIP		277,926	111,500	195,000	-	-	-	584,426
Available Amount	\$ 726,974	\$ 619,503	\$ 187,590	\$ (7,410)	\$ (7,410)	\$ (7,410)	\$ (7,410)	\$ (7,410)
Special Highway Fund	<i>This fund receives the gas tax, and according to state statute the money can only be used on roads.</i>							
Forecast	\$ 1,389	\$ 45,480	\$ 40,030	\$ 40,030	\$ 40,030	\$ 40,030	\$ 40,030	\$ 247,019
Committed in CIP		46,869	40,030	40,030	40,030	40,030	40,030	247,019
Available Amount	\$ 1,389	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Special Park & Rec Fund	<i>This fund receives 1/2 of the alcohol tax, and according to state statute can only be spent on parks.</i>							
Forecast	\$ 28,532	\$ 1,000	\$ 2,780	\$ 2,780	\$ 2,780	\$ 2,780	\$ 2,780	\$ 43,432
Committed in CIP		-	-	-	-	-	-	-
Available Amount	\$ 28,532	\$ 29,532	\$ 32,312	\$ 35,092	\$ 37,872	\$ 40,652	\$ 43,432	\$ 43,432
Street Excise Tax	<i>This funding source comes from the excise tax charged when platting land outside of LPKC. Use of this funding source is limited to street/road projects.</i>							
Forecast	\$ 129,659	\$ 49,024	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 178,683
Committed in CIP		-	86,329	-	-	-	-	86,329
Available Amount	\$ 129,659	\$ 178,683	\$ 92,354	\$ 92,354	\$ 92,354	\$ 92,354	\$ 92,354	\$ 92,354
Park Impact Fee	<i>This funding source comes from the park impact fee charged when a building/home is being constructed. Use of this funding source is limited to park projects. This is a one-time source of funding.</i>							
Forecast	\$ 221,464	\$ 1,670	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 223,134
Committed in CIP		-	-	-	-	-	-	-
Available Amount	\$ 221,464	\$ 223,134	\$ 223,134	\$ 223,134	\$ 223,134	\$ 223,134	\$ 223,134	\$ 223,134

2021-2025 CIP Funding Sources

	Available Balance 12/31/2019	2020	2021	2022	2023	2024	2025	Total
CARS	<i>The City applies to the Johnson County CARS program for funding, and if approved must enter into an interlocal agreement with Johnson County. Generally, the CARS program will pay 50% of allowed project costs. These funds are limited to the specific road project listed in the agreement.</i>							
Forecast		\$ 1,000,000	\$ 88,000					\$ 1,088,000
Committed in CIP		-	1,000,000	88,000	-	-	-	1,088,000
Available Amount	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
KDOT	<i>These funds are granted by KDOT and governed by an interlocal agreement with KDOT. These funds can only be used on the specific road project listed in the agreement.</i>							
Forecast	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Committed in CIP		-	-	-	-	-	-	-
Available Amount	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other Cities	<i>This source represents the funding that another city or Johnson County is providing for a joint project. The funds are governed by the interlocal agreement and can only be spent on the project(s) listed in the agreement.</i>							
Forecast	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Committed in CIP		-	-	-	-	-	-	-
Available Amount	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Grants	<i>Grants can come from many sources. However, all grant money is governed by the grant agreement, and can only be used for the projects listed in the grant agreement.</i>							
Forecast	\$ -	\$ 200,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 200,000
Committed in CIP		-	200,000	-	-	-	-	200,000
Available Amount	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
PIF Maintenance Fee (Life of abatement 10 yrs)	<i>This funding source comes from the 9¢ per square foot of buildings at LPKC. The money comes from the Public Infrastructure Fund (PIF) and is transferred to the various funds as determined by Council approved uses. The calculation is based on square feet on January 1st and payment is received throughout the year. The amounts in this forecast reflect 100% of the forecasted amount for this revenue source less amounts approved for other uses besides capital projects (i.e, equipment reserve, partial allocation of staff salary/benefits, etc). Timing of receipt of funds is based on the flow of funds per the trust agreement with the developer.</i>							
Forecast	\$ -	\$ 78,883	\$ -	\$ 25,000	\$ 413,929	\$ 335,418	\$ 272,668	\$ 1,125,898
Committed in CIP		78,883	-	25,000	100,000	100,000	100,000	403,883
Available Amount	\$ -	\$ -	\$ -	\$ -	\$ 313,929	\$ 549,347	\$ 722,015	\$ 722,015

2021-2025 CIP Funding Sources

	Available Balance 12/31/2019	2020	2021	2022	2023	2024	2025	Total
Economic Development Fund	<i>This funding source comes from the 14¢ per square foot of buildings at LPKC Phase 2. The money comes from the Phase 2 Public Infrastructure Fund (PIF). The calculation is based on square feet on January 1st. The amounts in this forecast reflect 100% of the forecasted amount for this revenue source. The fee lasts for the term of the abatement on the building (10 years). The funds can only be used for economic development purposes. Timing of receipt of funds is based on the flow of funds per the trust agreement with the developer.</i>							
Forecast	\$ -	\$ 387,100	\$ 387,100	\$ 387,100	\$ 387,100	\$ 387,100	\$ 387,100	\$ 2,322,600
Committed in CIP	-	-	-	-	-	-	-	\$ -
Available Amount	\$ -	\$ 387,100	\$ 774,200	\$ 1,161,300	\$ 1,548,400	\$ 1,935,500	\$ 2,322,600	\$ 2,322,600
Non-LPKC Origination Fees	<i>These fees are charged on sales tax only IRB issues for entities outside of LPKC Phases 1 and 2.</i>							
Forecast	\$ 51,259	\$ 227	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 51,486
Committed in CIP	-	-	-	-	-	-	-	-
Available Amount	\$ 51,259	\$ 51,486	\$ 51,486	\$ 51,486	\$ 51,486	\$ 51,486	\$ 51,486	\$ 51,486
Water Fund	<i>This is the fund balance in excess of reserve requirements.</i>							
Forecast	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Committed in CIP	-	-	-	-	-	-	-	-
Available Amount	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
System Dev Fee - Water	<i>This funding source comes from the fee charged when a new connection is made to the water system. Use of this funding source is limited to construction of the water system.</i>							
Forecast	\$ 21,472	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 21,472
Committed in CIP	-	-	-	-	-	-	-	-
Available Amount	\$ 21,472	\$ 21,472	\$ 21,472	\$ 21,472	\$ 21,472	\$ 21,472	\$ 21,472	\$ 21,472
Sewer Fund	<i>This is the fund balance in excess of reserve requirements.</i>							
Forecast	\$ 352,712	\$ (421)	\$ 96,059	\$ -	\$ -	\$ -	\$ -	\$ 448,350
Committed in CIP	-	200,000	118,000	-	-	-	-	318,000
Available Amount	\$ 352,712	\$ 152,291	\$ 130,350	\$ 130,350	\$ 130,350	\$ 130,350	\$ 130,350	\$ 130,350
System Dev Fee - Sewer	<i>This funding source comes from the fee charged when a new connection is made to the sewer system. Use of this funding source is limited to construction of the sewer system.</i>							
Forecast	\$ 595,080	\$ 91,106	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 686,186
Committed in CIP	-	19,703	-	-	-	-	-	19,703
Available Amount	\$ 595,080	\$ 666,483	\$ 666,483	\$ 666,483	\$ 666,483	\$ 666,483	\$ 666,483	\$ 666,483

2021-2025 CIP Funding Sources

	Available Balance 12/31/2019	2020	2021	2022	2023	2024	2025	Total
GO Bonds	<i>This funding source reflects issue general obligation bonds for a project. The bond proceeds can only be used for the project(s) for which the bonds were issued. Any money left over is used to pay down the bonds.</i>							
Forecast	\$ -	\$ -	\$ -					\$ -
Committed in CIP	-	-	-	-	-	-	-	-
Available Amount	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Temp Notes	<i>This funding source reflects issuing general obligation temporary notes for a project. The temp note proceeds can only be used for the project(s) for which the notes were issued. Any money left over is used to pay off the notes. Temp notes are usually issued for a maturity of one year and can be renewed annually until they are paid off. They are a short-term financing mechanism to cover cash flows of a project until the funding sources are received.</i>							
Forecast	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Committed in CIP	-	-	-	-	-	-	-	-
Available Amount	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Revolving Loan Fund	<i>This funding source represents revolving loan funds received from the State of Kansas. Use of this funding source is limited to the project(s) listed in the revolving loan fund agreement.</i>							
Forecast	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Committed in CIP	-	-	-	-	-	-	-	-
Available Amount	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
PIF - LPKC Phase 1	<i>The use of this funding source is governed by the financing agreement for LPKC.</i>							
Forecast	\$ -	\$ 1,000,000	\$ 12,191,021	\$ -	\$ -	\$ -	\$ -	\$ 13,191,021
Committed in CIP	-	1,000,000	12,191,021	-	-	-	-	13,191,021
Available Amount	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
PIF - LPKC Phase 2	<i>The use of this funding source is governed by the financing agreement for LPKC Phase 2.</i>							
Forecast	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Committed in CIP	-	-	-	-	-	-	-	-
Available Amount	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TIF	<i>The use of this funding source is governed by the TIF Statutes and TIF Project Plans.</i>							
Forecast	\$ -	\$ 3,478,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,478,000
Committed in CIP	-	3,478,000	-	-	-	-	-	3,478,000
Available Amount	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -



2021-2025 CIP Funding Sources

	Available Balance		2020		2021		2022		2023		2024		2025		Total	
	12/31/2019															
Other	This represents funding sources not otherwise categorized.															
Forecast	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Committed in CIP		-		-		-		-		-		-		-		-
Available Amount	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-

City of Edgerton Project Cost Sheet

Project Number:	8018
Dept:	Parks
Primary Citizen Survey:	2 - Parks
Secondary Citizen Survey:	N/A

Funding Status:	Funded
Project Status:	Design
Project Manager:	Beth Linn

Project Name: Parks Master Plan

Project Description: The number 2 item in the citizen survey for the city to work on over the next two years was the quality of city parks and facilities. The best way lay the foundation to guide park development and park improvements is to complete a Park Master Plan. A Park Master Plan can include all of the elements important including types of facilities desired (community center, pool, additional parks, etc), placement of those facilities, amenities provided, expectations for new development, etc. Creation of a park master plan would identify future capital projects and then assist in developing cost estimates for City Council to program. The Park Master Plan could also include a component for trails development including location of new trails and trail connections.

Operations Impact:

Additional Staff: Kara Banks

Outside Funding Available? No

Notes:

Year of Design 2016-2020
Year of Construction n/a

Year of Completion 2020

Inflation Factor:

Project Cost	Today's \$	2016	2017	2018	2019	2020	2021
D/B Prelim Agreement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
D/B Final Agreement (GMP)	-	-	-	-	-	-	-
Design	69,882	55,285	14,597	-	-	-	-
Construction	-	-	-	-	-	-	-
Construction Inspection	-	-	-	-	-	-	-
City Engineer	-	-	-	-	-	-	-
Utility Relocation	-	-	-	-	-	-	-
Land Acquisition/ROW/Easements	-	-	-	-	-	-	-
Permits	-	-	-	-	-	-	-
Misc. (Legal, recording fees, mark/com)	5,040	5,040	-	-	-	-	-
Contingency	-	-	-	-	-	-	-
Total Cost	\$ 74,922	\$ 60,325	\$ 14,597	\$ -	\$ -	\$ -	\$ -

Project Financing

Park Impact Fee	74,922	60,325	14,597	-	-	-	-
Total Funding Sources	\$ 74,922	\$ 60,325	\$ 14,597	\$ -	\$ -	\$ -	\$ -

City of Edgerton Project Cost Sheet

Project Number: 8030
Dept: Public Works
Primary Citizen Survey: 1 - Streets
Secondary Citizen Survey: N/A

Funding Status: Funded
Project Status: Construction
Project Manager: Dan Merkh

Project Name: 2019 Street Maintenance Program

Project Description: Annual street maintenance program and prep work.

Operations Impact:

Additional Staff: Trey Whitaker

Outside Funding Available? No

Notes:

Year of Design n/a
Year of Construction 2019

Year of Completion 2019

Inflation Factor:

Project Cost	Todays \$	2019	2020	2021	2022	2023	2024
D/B Prelim Agreement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
D/B Final Agreement (GMP)	-	-	-	-	-	-	-
Design	-	-	-	-	-	-	-
Construction	71,338	71,338	-	-	-	-	-
Construction Inspection	-	-	-	-	-	-	-
City Engineer	-	-	-	-	-	-	-
Utility Relocation	-	-	-	-	-	-	-
Land Acquisition/ROW/Easements	-	-	-	-	-	-	-
Permits	-	-	-	-	-	-	-
Misc. (Legal, recording fees)	-	-	-	-	-	-	-
Contingency	-	-	-	-	-	-	-
Total Cost	\$ 71,338	\$ 71,338	\$ -	\$ -	\$ -	\$ -	\$ -

Project Financing							
Special Highway Fund	51,469	51,469	-	-	-	-	-
Other (from 2018 Street Maint. Progra	19,869	19,869	-	-	-	-	-
Total Funding Sources	\$ 71,338	\$ 71,338	\$ -	\$ -	\$ -	\$ -	\$ -

City of Edgerton Project Cost Sheet

Project Number:	8044	Funding Status:	Funded
Dept:	Community Development	Project Status:	Design
Citizen Survey:	N/A	Project Manager:	Katy Crow
Secondary Citizen Survey:	N/A		

Project Name: Unified Development Code Update

Project Description: The City of Edgerton did tremendous work on the Unified Development Code Industrial regulations in preparation for Logistics Park Kansas City. However, many other sections of the UDC need updating to reflect the shared vision of the future of Edgerton to help facilitate the correct location and type of development. These updates would focus mainly on residential and commercial, but would include smaller updates to the Industrial and Site Plans sections. Updating the Comprehensive Plan as a community would lay the foundation for the update to the Development Code.

Operations Impact: Update is being done 100% in house by staff currently in place. While it is a priority to complete the update process, staff has day to day work that also must be completed while working on the UDC update concurrently. No overtime has been authorized for non-exempt staff.

Additional Staff: Chris Clinton

Outside Funding Available? No

Notes:

Year of Design 2017-2021
Year of Construction n/a

Year of Completion 2021

Inflation Factor:

Project Cost	Todays \$	2017	2018	2019	2020	2021	2022
D/B Prelim Agreement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
D/B Final Agreement (GMP)	-	-	-	-	-	-	-
Design	84,824	-	21,716	23,109	-	39,999	-
Construction	-	-	-	-	-	-	-
Construction Inspection	-	-	-	-	-	-	-
City Engineer	5,176	-	102	2,537	444	2,093	-
Utility Relocation	-	-	-	-	-	-	-
Land Acquisition/ROW/Easements	-	-	-	-	-	-	-
Permits	-	-	-	-	-	-	-
Misc. (Legal, recording fees)	20,000	-	-	1,278	88	18,634	-
Contingency	-	-	-	-	-	-	-
Total Cost	\$ 110,000	\$ -	\$ 21,818	\$ 26,924	\$ 532	\$ 60,726	\$ -

Project Financing

General Fund	\$ 110,000	\$ 110,000	\$ -	\$ -	\$ -	\$ -	\$ -
Total Funding Sources	\$ 110,000	\$ 110,000	\$ -	\$ -	\$ -	\$ -	\$ -

City of Edgerton Project Cost Sheet

Project Number:	8039
Dept:	Public Works
Primary Citizen Survey:	1 - Streets
Secondary Citizen Survey:	N/A

Funding Status:	Funded
Project Status:	Bidding
Project Manager:	Dan Merkh

Project Name: 207th Street Grade Separation

Project Description: The 207th Street Grade Separation project would construct a new bridge at the intersection of 207th Street and Co-op Road to elevate the road over the Burlington Northern Santa Fe Railway Trasncon Line and neighboring creek. Both 207th Street and Co-op Road are designated truck routes. Therefore, vehicles using the grade separation would include cars, trucks (with freight and particularly agricultural use). Edgerton anticipates the bridge would also be constructed to accommodate other multi-modal users such as pedestrians and bicyclists. It would also allow uninterrupted movement of freight via rail.

Operations Impact: This project will add a bridge to the City's list of bridges that would need to be inspected and maintained.

Additional Staff: Beth Linn

Outside Funding Available? Yes

Notes: Eligible for CARS funding; Used remaining budget not allocated into contingency, divided evenly into 2019

Year of Design	2018-2020
Year of Construction	2021
Year of Completion	2021

Inflation Factor:

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Project Cost	Today's \$	2017	2018	2019	2020	2021	2022
D/B Prelim Agreement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
D/B Final Agreement (GMP)	-	-	-	-	-	-	-
Design	988,800	-	143,583	618,386	115,000	111,831	-
Construction	8,988,400	-	-	-	-	8,988,400	-
Construction Inspection	650,900	-	-	-	-	650,900	-
City Engineer	186,000	5,049	4,386	10,228	3,709	162,628	-
Utility Relocation	77,000	-	-	13,042	-	63,958	-
Land Acquisition/ROW/Easements	1,500,000	-	-	4,402	850,000	645,598	-
Permits	-	-	-	-	-	-	-
Misc. (Legal, recording fees)	21,000	-	2,525	322	1,000	17,153	-
Contingency	2,587,900	-	-	-	-	2,587,900	-
Total Cost	\$ 15,000,000	\$ 5,049	\$ 150,494	\$ 646,380	\$ 969,709	\$ 13,228,368	\$ -

Project Financing

CARS	1,000,000	-	-	-	-	1,000,000	-
PIF - LPKC Phase 1	14,000,000	5,049	150,494	646,380	969,709	12,228,368	-
Other	-	-	-	-	-	-	-
Total Funding Sources	\$ 15,000,000	\$ 5,049	\$ 150,494	\$ 646,380	\$ 969,709	\$ 13,228,368	\$ -

City of Edgerton Project Cost Sheet

Project Number:	8055
Dept:	Parks
Primary Citizen Survey:	2 - Parks
Secondary Citizen Survey:	3 - Sidewalks

Funding Status:	Funded
Project Status:	Construction
Project Manager:	Dan Merkh

Project Name: Hwy 56 Trail (W 1st - School Entrance)

Project Description: This project will construct trail along 56 Highway between W 1st Street and W 5th St, the construction of this trail will help to connect the residential sections of town with the new commercial aspects and Edgerton Elementary. Total linear feet is 1,392.

Operations Impact: The construction activities would have an impact on traffic throughout the construction zone.

Additional Staff: Trey Whitaker

Outside Funding Available? Maybe

Notes: Estimating \$50 per linear foot.

Year of Design 2018-2019
Year of Construction 2020

Year of Completion 2020

Inflation Factor:

Project Cost	Todays \$	2018	2019	2020	2021	2022	2023
D/B Prelim Agreement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
D/B Final Agreement (GMP)	-	-	-	-	-	-	-
Design	14,110	2,740	11,370	-	-	-	-
Construction	80,000	-	-	80,000	-	-	-
Construction Inspection	-	-	-	-	-	-	-
City Engineer	722	-	-	722	-	-	-
Utility Relocation	-	-	-	-	-	-	-
Land Acquisition/ROW/Easements	-	-	-	-	-	-	-
Permits	-	-	-	-	-	-	-
Misc. (Legal, recording fees)	4,476	-	1,485	2,991	-	-	-
Contingency	-	-	-	-	-	-	-
Total Cost	\$ 99,308	\$ 2,740	\$ 12,855	\$ 83,713	\$ -	\$ -	\$ -

Project Financing							
PIF Maintenance Fee	99,308	85,300	-	14,008	-	-	-
Total Funding Sources	\$ 99,308	\$ 85,300	\$ -	\$ 14,008	\$ -	\$ -	\$ -

City of Edgerton Project Cost Sheet

Project Number:	8056
Dept:	Parks
Primary Citizen Survey:	2 - Parks
Secondary Citizen Survey:	3 - Sidewalks

Funding Status:	Funded
Project Status:	Construction
Project Manager:	Dan Merkh

Project Name: 56 Hwy Trail (W 5th - W 8th)

Project Description: This project will construct trail along 56 Highway between W 5th Street and W 8th St, the construction of this trail will help to connect the residential sections of town with the new commercial aspects and Edgerton Elementary. Total linear feet is 980.

Operations Impact: The construction activities would have an impact on traffic throughout the construction zone.

Additional Staff: Trey Whitaker

Outside Funding Available? Maybe

Notes: Estimating cost at \$50 per linear foot.

Year of Design 2018-2019
Year of Construction 2020

Year of Completion 2020

Inflation Factor:

Project Cost	Todays \$	2018	2019	2020	2021	2022	2023
D/B Prelim Agreement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
D/B Final Agreement (GMP)	-	-	-	-	-	-	-
Design	14,110	2,740	9,660	1,710	-	-	-
Construction	74,710	-	-	74,710	-	-	-
Construction Inspection	-	-	-	-	-	-	-
City Engineer	-	-	-	-	-	-	-
Utility Relocation	-	-	-	-	-	-	-
Land Acquisition/ROW/Easements	30,300	-	-	30,300	-	-	-
Permits	-	-	-	-	-	-	-
Misc. (Legal, recording fees)	10,455	-	1,480	8,975	-	-	-
Contingency	-	-	-	-	-	-	-
Total Cost	\$ 129,575	\$ 2,740	\$ 11,140	\$ 115,695	\$ -	\$ -	\$ -

Project Financing

PIF Maintenance Fee	129,575	64,700	-	64,875	-	-	-
Total Funding Sources	\$ 129,575	\$ 64,700	\$ -	\$ 64,875	\$ -	\$ -	\$ -

City of Edgerton Project Cost Sheet

Project Number:	8070	Funding Status:	Funded
Dept:	Parks	Project Status:	Design
Primary Citizen Survey:	2 - Parks	Project Manager:	Beth Linn
Secondary Citizen Survey:	5 - Facilities		

Project Name: The Green Space

Project Description: Design and construction of a 20,000 square foot community center, two-story, 9,100 square foot parking garage and a spray park. The community center will provide a place for various activities for citizens. Examples of activities include recreation programming for all ages, various sports courts, fitness equipment area, location for senior lunch, location for rentable event space, meeting rooms, etc.

Operations Impact: Would anticipate moving office of Parks and Recreation Coordinator to this facility. Budget impact would include cost of utilities to operate the facility (electricity, gas, chemicals, cleaning services, internet). May also require addition of part-time position to assist with facility rental. Long-term maintenance of interior/exterior of building also.

Additional Staff: Dan Merkh

Outside Funding Available? Yes

Notes: Could be eligible for grant funding. Cost estimate based on 20,000 sq ft center

Year of Design TBD
Year of Construction TBD

Year of Completion TBD

Inflation Factor:

Project Cost	Todays \$	2019	2020	2021	2022	2023	2024
D/B Prelim Agreement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
D/B Final Agreement (GMP)	-	-	-	-	-	-	-
Design	400,000	612	-	-	-	-	-
Construction	3,719,000	-	-	-	-	-	-
Construction Inspection	-	-	-	-	-	-	-
City Engineer	5,000	-	111	-	-	-	-
Utility Relocation	-	-	-	-	-	-	-
Land Acquisition/ROW/Easements	5,000	-	5,000	-	-	-	-
Permits	-	-	-	-	-	-	-
Misc. (Legal, recording fees)	1,000	-	2	-	-	-	-
Contingency	-	-	-	-	-	-	-
Total Cost	\$ 4,130,000	\$ 612	\$ 5,113	\$ -	\$ -	\$ -	\$ -

Project Financing

GO Bonds	4,130,000	-	-	-	-	-	-
Total Funding Sources	\$ 4,130,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

City of Edgerton Project Cost Sheet

Project Number:	8052
Dept:	Facilities
Primary Citizen Survey:	5 - Facilities
Secondary Citizen Survey:	N/A

Funding Status:	Funded
Project Status:	Concept
Project Manager:	Beth Linn

Project Name: Space Needs Study for City Hall

Project Description: City Hall has reached its capacity for housing staff. As the City continues to grow and mature, so will the needs for additional services and/or staff. A Space Needs Study would identify the future needs for services (for both the citizens and staff) and for housing of staff. This study would help provide the foundation to identify possible additional solutions to provide services/house staff in other facilities. It would also identify the needs for the renovation of City Hall and any challenges/limitations with regard to its status on the historic registry.

Operations Impact:

Additional Staff: Dan Merkh

Outside Funding Available? No

Notes:

Year of Design: TBD
Year of Construction: TBD

Year of Completion: TBD

Inflation Factor:

Project Cost	Todays \$	2017	2018	2019	2020	2021	2022
D/B Prelim Agreement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
D/B Final Agreement (GMP)	-	-	-	-	-	-	-
Design	50,000	-	-	-	-	-	-
Construction	-	-	-	-	-	-	-
Construction Inspection	-	-	-	-	-	-	-
City Engineer	-	-	-	-	-	-	-
Utility Relocation	-	-	-	-	-	-	-
Land Acquisition/ROW/Easements	-	-	-	-	-	-	-
Permits	-	-	-	-	-	-	-
Misc. (Legal, recording fees)	-	-	-	-	-	-	-
Contingency	-	-	-	-	-	-	-
Total Cost	\$ 50,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Project Financing

General Fund	\$ 50,000	\$ 50,000	\$ -	\$ -	\$ -	\$ -	\$ -
Total Funding Sources	\$ 50,000	\$ 50,000	\$ -	\$ -	\$ -	\$ -	\$ -

City of Edgerton Project Cost Sheet

Project Number:	8043
Dept:	Public Works
Primary Citizen Survey:	1 - Streets
Secondary Citizen Survey:	N/A

Funding Status:	Funded
Project Status:	Construction
Project Manager:	Dan Merkh

Project Name: Hwy 56 & 199th Street Intersection Improvements

Project Description: This project would add turn lanes to the intersection of US Hwy 56 and 199th Street. This would be a joint project with Johnson County and KDOT, with KDOT administering the project. The City and Johnson County would be responsible for ROW acquisition costs and utility relocations, not to exceed \$400,000, with the City's estimated portion being \$200,000. Reimbursement to KDOT would not be made until 2019.

Operations Impact: Improves the safety of this intersection, especially when the railroad crossing is occupied.

Additional Staff: Karen Kindle

Outside Funding Available? Yes

Notes:

Year of Design 2019
Year of Construction 2020

Year of Completion 2020

Inflation Factor:

Project Cost	Today's \$	2017	2018	2019	2020	2021	2022
D/B Prelim Agreement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
D/B Final Agreement (GMP)	-	-	-	-	-	-	-
Design	-	-	-	-	-	-	-
Construction	-	-	-	-	-	-	-
Construction Inspection	-	-	-	-	-	-	-
City Engineer	2,000	-	-	2,000	-	-	-
Utility Relocation	-	-	-	-	-	-	-
Land Acquisition/ROW/Easements	198,000	-	-	198,000	-	-	-
Permits	-	-	-	-	-	-	-
Misc. (Legal, recording fees)	-	-	-	-	-	-	-
Contingency	-	-	-	-	-	-	-
Total Cost	\$ 200,000	\$ -	\$ -	\$ 200,000	\$ -	\$ -	\$ -

Project Financing

General Fund	\$ -	\$ 200,000	\$ -	\$ -	\$ -	\$ -	\$ -
Total Funding Sources	\$ -	\$ 200,000	\$ -	\$ -	\$ -	\$ -	\$ -

City of Edgerton Project Cost Sheet

Project Number:		Funding Status:	Funded
Dept:	Community Development	Project Status:	Concept
Primary Citizen Survey:	N/A	Project Manager:	Katy Crow
Secondary Citizen Survey:	N/A		

Project Name: Comprehensive Plan Update

Project Description: The updating of a comprehensive plan allows Edgerton citizens, elected and appointed officials, business owners and interested members of the public an opportunity to identify a vision for the future of Edgerton. The process identifies the elements of that shared vision, infrastructure and facilities needed to support that shared vision, the location and types of development desired in the future. One of the areas of concentration that was not completed during the last update was articulating the vision for downtown.

Operations Impact: The Comprehensive Plan is an integral part of how staff reviews rezonings, planning submissions and revisions to the Unified Development Code. An RFP will be outlined in the 3rd quarter of 2020 with the completion of the project occurring in 2022.

Additional Staff: Chris Clinton

Outside Funding Available? No

Notes:

Year of Design 2021-2023
Year of Construction n/a
Year of Completion 2023

Inflation Factor:

Project Cost	Today's \$	2019	2020	2021	2022	2023	2024	
D/B Prelim Agreement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
D/B Final Agreement (GMP)	-	-	-	-	-	-	-	\$ -
Design	150,000	-	-	-	150,000	-	-	\$ 150,000
Construction	-	-	-	-	-	-	-	\$ -
Construction Inspection	-	-	-	-	-	-	-	\$ -
City Engineer	-	-	-	-	-	-	-	\$ -
Utility Relocation	-	-	-	-	-	-	-	\$ -
Land Acquisition/ROW/Easements	-	-	-	-	-	-	-	\$ -
Permits	-	-	-	-	-	-	-	\$ -
Misc. (Legal, recording fees)	-	-	-	-	-	-	-	\$ -
Contingency	-	-	-	-	-	-	-	\$ -
Total Cost	\$ 150,000	\$ -	\$ -	\$ -	\$ 150,000	\$ -	\$ -	\$ 150,000

Project Financing								
General Fund	\$ 150,000	\$ -	\$ -	\$ -	\$ 150,000	\$ -	\$ -	\$ 150,000
Total Funding Sources	\$ 150,000	\$ -	\$ -	\$ -	\$ 150,000	\$ -	\$ -	\$ 150,000

City of Edgerton Project Cost Sheet

Project Number:	8075	Funding Status:	Funded
Dept:	Administration	Project Status:	Design
Primary Citizen Survey:	N/A	Project Manager:	Karen Kindle
Secondary Citizen Survey:	N/A		

Project Name: ERP Software Exploration

Project Description: The City would utilize the services of a consultant to examine business process and determine the software needs of the City prior to soliciting proposals for new software. The consultant would assist the City with all stages of the software acquisition process (RFP, vendor demos, contract negotiations, implementation, etc.). The consultant would be independent of the software companies and work only for the City.

Operations Impact:

Additional Staff: Katy Crow Dan Merkh
Justin Vermillion Beth Linn

Outside Funding Available? No

Notes:

Year of Design 2019-2020
Year of Construction n/a Year of Completion 2020

Inflation Factor:

Project Cost	Todays \$	2019	2020	2021	2022	2023	2024
D/B Prelim Agreement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
D/B Final Agreement (GMP)	-	-	-	-	-	-	-
Design	75,000	169	74,831	-	-	-	-
Construction	-	-	-	-	-	-	-
Construction Inspection	-	-	-	-	-	-	-
City Engineer	-	-	-	-	-	-	-
Utility Relocation	-	-	-	-	-	-	-
Land Acquisition/ROW/Easements	-	-	-	-	-	-	-
Permits	-	-	-	-	-	-	-
Misc. (Legal, recording fees)	-	-	-	-	-	-	-
Contingency	-	-	-	-	-	-	-
Total Cost	\$ 75,000	\$ 169	\$ 74,831	\$ -	\$ -	\$ -	\$ -

Project Financing							
General Fund	\$ 75,000	\$ 75,000	\$ -	\$ -	\$ -	\$ -	\$ -
Total Funding Sources	\$ 75,000	\$ 75,000	\$ -	\$ -	\$ -	\$ -	\$ -

City of Edgerton Project Cost Sheet

Project Number:	8076	Funding Status:	Funded
Dept:	Public Works	Project Status:	Design
Primary Citizen Survey:	1 - Streets	Project Manager:	Dan Merkh
Secondary Citizen Survey:	N/A		

Project Name: Stormwater Master Plan

Project Description: The Stormwater Master Plan will help to identify the correct stormwater solutions related to maintenance and repair projects, as well as new construction and development. A Stormwater Master Plan will help to identify areas of deficiency with in the City of Edgerton's Stormwater network.

Operations Impact: This project/program will have very little or no impact on the day to day operations of the City or residents.

Additional Staff:

Outside Funding Available? Maybe

Notes: Funding might be available from Johnson County SMAC.

Year of Design 2020-2021
Year of Construction n/a

Year of Completion 2021

Inflation Factor:

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Project Cost	Todays \$	2019	2020	2021	2022	2023	2024
D/B Prelim Agreement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
D/B Final Agreement (GMP)	-	-	-	-	-	-	-
Design	159,895	-	100,000	59,895	-	-	-
Construction	-	-	-	-	-	-	-
Construction Inspection	-	-	-	-	-	-	-
City Engineer	15,000	-	7,500	7,500	-	-	-
Utility Relocation	-	-	-	-	-	-	-
Land Acquisition/ROW/Easements	-	-	-	-	-	-	-
Permits	-	-	-	-	-	-	-
Misc. (Legal, recording fees)	-	-	-	-	-	-	-
Contingency	-	-	-	-	-	-	-
Total Cost	\$ 174,895	\$ -	\$ 107,500	\$ 67,395	\$ -	\$ -	\$ -

Project Financing

General Fund	\$ 174,895	\$ 160,000	\$ 14,895	\$ -	\$ -	\$ -	\$ -
Total Funding Sources	\$ 174,895	\$ 160,000	\$ 14,895	\$ -	\$ -	\$ -	\$ -

City of Edgerton Project Cost Sheet

Project Number:	8074	Funding Status:	Funded
Dept:	Parks	Project Status:	Concept
Primary Citizen Survey:	2 - Parks	Project Manager:	Dan Merkh
Secondary Citizen Survey:	N/A		

Project Name: Glendell Acres Park Renovation

Project Description: Design and renovate Glendell Acres Park with new equipment, a finished sidewalk system, re-purposed greenspaces, and landscaping.

Operations Impact: Updating this neighborhood park will lower safety hazards, increase attractiveness, and provide more enjoyable recreational activities for citizens.

Additional Staff: Trey Whitaker

Outside Funding Available? No

Notes: Used 7.5% of construction cost for inspection estimates, 5% of project cost for city engineer and contingency estimates. This is half of estimates David Hamby gave for sewer projects.

Year of Design 2019
Year of Construction TBD

Year of Completion TBD

Inflation Factor:

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Project Cost	Todays \$	2019	2020	2021	2022	2023	2024
D/B Prelim Agreement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
D/B Final Agreement (GMP)	-	-	-	-	-	-	-
Design	54,878	-	-	-	-	-	-
Construction	583,820	-	-	-	-	-	-
Construction Inspection	43,787	-	-	-	-	-	-
City Engineer	29,191	-	-	-	-	-	-
Utility Relocation	-	-	-	-	-	-	-
Land Acquisition/ROW/Easements	-	-	-	-	-	-	-
Permits	-	-	-	-	-	-	-
Misc. (Legal, recording fees)	-	-	-	-	-	-	-
Contingency	29,191	-	-	-	-	-	-
Total Cost	\$ 740,867	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Project Financing

Park Impact Fee	740,867	740,867	-	-	-	-	-
Total Funding Sources	\$ 740,867	\$ 740,867	\$ -	\$ -	\$ -	\$ -	\$ -

City of Edgerton Project Cost Sheet

Project Number:	8077	Funding Status:	Funded
Dept:	Sewer	Project Status:	Design
Primary Citizen Survey:	6 - Sewer	Project Manager:	Dan Merkh
Secondary Citizen Survey:	N/A		

Project Name: Wastewater Master Plan

Project Description: Develop a master plan for the wastewater utility, including GIS mapping of utility infrastructure.

Operations Impact: Will help the City identify and program future wastewater projects.

Additional Staff: Mike Mabrey
Wayne Kauffman

Outside Funding Available? Unknown

Notes:

Year of Design 2020-2021
Year of Construction n/a
Year of Completion 2021

Inflation Factor:

Project Cost	Todays \$	2019	2020	2021	2022	2023	2024
D/B Prelim Agreement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
D/B Final Agreement (GMP)	-	-	-	-	-	-	-
Design	279,073	-	200,000	79,073	-	-	-
Construction	-	-	-	-	-	-	-
Construction Inspection	-	-	-	-	-	-	-
City Engineer	15,000	-	10,000	5,000	-	-	-
Utility Relocation	-	-	-	-	-	-	-
Land Acquisition/ROW/Easements	-	-	-	-	-	-	-
Permits	-	-	-	-	-	-	-
Misc. (Legal, recording fees)	-	-	-	-	-	-	-
Contingency	-	-	-	-	-	-	-
Total Cost	\$ 294,073	\$ -	\$ 210,000	\$ 84,073	\$ -	\$ -	\$ -

Project Financing							
System Dev Fee - Sewer	294,073	275,000	19,073	-	-	-	-
Total Funding Sources	\$ 294,073	\$ 275,000	\$ 19,073	\$ -	\$ -	\$ -	\$ -

City of Edgerton Project Cost Sheet

Project Number:	94-78-8084	Funding Status:	Funded
Dept:	Sewer	Project Status:	Design
Primary Citizen Survey:	6 - Sewer	Project Manager:	Dan Merkh
Secondary Citizen Survey:	N/A		

Project Name: 2021 CDBG Project

Project Description: Replace approximately 1200 linear feet of clay tile sanitary sewer line, using the estimate cost for Pipe Bursting as provided by David Hamby, City Engineer. Project will Start on West 7th Street, moving south to the line that runs just north of W Nelson St and heading east until it

Operations Impact: Replacing the clay tile sanitary sewer line would reduce inflow and infiltration of stormwater into the City's sewer system, reducing treatment costs at the sewer plant. I & I won't be eliminated since there would still be some I & I from the clay tile lines on private property.

Additional Staff: Mike Mabrey

Outside Funding Available? Yes

Notes: The City plans to apply for CDBG funds, which would require matching funds from the City. Estimated cost at \$260 per linear foot at 1200 linear feet, per David Hamby recommendation for Pipe Bursting method.

Year of Design 2020
Year of Construction 2021
Year of Completion 2021

Inflation Factor:

Project Cost	Todays \$	2018	2019	2020	2021	2022	2023
D/B Prelim Agreement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
D/B Final Agreement (GMP)	-	-	-	-	-	-	-
Design	31,200	-	-	31,200	-	-	-
Construction	312,000	-	-	-	312,000	-	-
Construction Inspection	46,800	-	-	-	46,800	-	-
City Engineer	31,200	-	-	31,200	-	-	-
Utility Relocation	-	-	-	-	-	-	-
Land Acquisition/ROW/Easements	-	-	-	-	-	-	-
Permits	-	-	-	-	-	-	-
Misc. (Legal, recording fees)	15,600	-	-	15,600	-	-	-
Contingency	81,200	-	-	-	81,200	-	-
Total Cost	\$ 518,000	\$ -	\$ -	\$ 78,000	\$ 440,000	\$ -	\$ -

Project Financing	2018	2019	2020	2021	2022	2023
Grants	-	-	-	200,000	-	-
Sewer Fund	-	-	200,000	118,000	-	-
Total Funding Sources	\$ -	\$ -	\$ 200,000	\$ 318,000	\$ -	\$ -

City of Edgerton Project Cost Sheet

Project Number:

Dept:

Primary Citizen Survey:

Secondary Citizen Survey:

Funding Status:

Project Status:

Project Manager:

Project Name:

Project Description:

Operations Impact:

Additional Staff:

Outside Funding Available?

Notes:

Year of Design

Year of Construction

Year of Completion

Inflation Factor:

Project Cost	Todays \$	2019	2020	2021	2022	2023	2024
D/B Prelim Agreement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
D/B Final Agreement (GMP)	-	-	-	-	-	-	-
Design	1,200	-	1,200	-	-	-	-
Construction	8,000	-	-	8,000	-	-	-
Construction Inspection	1,200	-	-	1,200	-	-	-
City Engineer	320	-	-	320	-	-	-
Utility Relocation	-	-	-	-	-	-	-
Land Acquisition/ROW/Easements	-	-	-	-	-	-	-
Permits	-	-	-	-	-	-	-
Misc. (Legal, recording fees)	500	-	-	500	-	-	-
Contingency	1,200	-	-	1,200	-	-	-
Total Cost	\$ 12,420	\$ -	\$ 1,200	\$ 11,220	\$ -	\$ -	\$ -

Project Financing							
General Fund	\$ 12,420	\$ -	\$ 12,420	\$ -	\$ -	\$ -	\$ -
Total Funding Sources	\$ 12,420	\$ -	\$ 12,420	\$ -	\$ -	\$ -	\$ -

City of Edgerton Project Cost Sheet

Project Number:		Funding Status:	Funded
Dept:	Administration	Project Status:	Concept
Primary Citizen Survey:	N/A	Project Manager:	Karen Kindle
Secondary Citizen Survey:	N/A		

Project Name: ERP Software Acquisition/Implementation

Project Description: Purchase an enterprise resource planning (ERP) management information system, a system of integrated applications used to manage the City's operations and automate various functions within the City, such as permits, licenses, budget and accounting, payroll, human resources, work orders, customer relationship management (CRM), court, etc. The City consistently experiences issues with the current software's core functions, which require significant staff time to resolve and cause routine processes to take much longer than needed. In addition, the current software lacks features needed for the City's operations or features that are not adequate to meet the City's needs. For example, the software includes a project accounting feature, but the reporting is limited. The software also has a budgeting feature, but staff must still maintain several spreadsheets outside of the system in order to prepare the annual budget. While the software company makes updates to the functionality on an annual basis, they don't always include what the City needs. In addition, the software is Microsoft Access based, while the current technology is .Net. .Net technology allows for more features, including automated work flows and reporting.

Operations Impact: Having the ability to automate processes within the City, having increased system reliability and having better reporting will save staff time and improve customer service.

Additional Staff: Justin Vermillion

Outside Funding Available?

Notes:

Year of Design 2020
Year of Construction 2020-2022

Year of Completion 2022

Inflation Factor:

Project Cost	Todays \$	2019	2020	2021	2022	2023	2024
D/B Prelim Agreement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
D/B Final Agreement (GMP)	-	-	-	-	-	-	-
Design	240,000	-	150,000	45,000	45,000	-	-
Construction	-	-	-	-	-	-	-
Construction Inspection	-	-	-	-	-	-	-
City Engineer	-	-	-	-	-	-	-
Utility Relocation	-	-	-	-	-	-	-
Land Acquisition/ROW/Easements	-	-	-	-	-	-	-
Permits	-	-	-	-	-	-	-
Misc. (Legal, recording fees)	-	-	-	-	-	-	-
Contingency	-	-	-	-	-	-	-
Total Cost	\$ 240,000	\$ -	\$ 150,000	\$ 45,000	\$ 45,000	\$ -	\$ -

Project Financing

General Fund	\$ 240,000	\$ -	\$ 150,000	\$ 45,000	\$ 45,000	\$ -	\$ -
Total Funding Sources	\$ 240,000	\$ -	\$ 150,000	\$ 45,000	\$ 45,000	\$ -	\$ -

City of Edgerton Project Cost Sheet

Project Number:
Dept:
Primary Citizen Survey:
Secondary Citizen Survey:

Funding Status:
Project Status:
Project Manager:

Project Name:

Project Description:

Operations Impact:

Additional Staff: Trey Whitaker

Outside Funding Available?

Notes:

Year of Design
Year of Construction

Year of Completion

Inflation Factor:

Project Cost	Todays \$	2020	2021	2022	2023	2024	2025
D/B Prelim Agreement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
D/B Final Agreement (GMP)	-	-	-	-	-	-	-
Design	18,600	-	18,600	-	-	-	-
Construction	155,000	-	-	155,000	-	-	-
Construction Inspection	-	-	-	-	-	-	-
City Engineer	6,200	-	-	6,200	-	-	-
Utility Relocation	5,000	-	-	5,000	-	-	-
Land Acquisition/ROW/Easements	-	-	-	-	-	-	-
Permits	1,500	-	-	1,500	-	-	-
Misc. (Legal, recording fees)	500	-	-	500	-	-	-
Contingency	15,500	-	-	15,500	-	-	-
Total Cost	\$ 202,300	\$ -	\$ 18,600	\$ 183,700	\$ -	\$ -	\$ -

Project Financing							
General Fund	\$ 27,971	\$ 27,971	\$ -	\$ -	\$ -	\$ -	\$ -
Street Excise Tax	86,329	-	86,329	-	-	-	-
CARS	88,000	-	-	88,000	-	-	-
Total Funding Sources	\$ 202,300	\$ 27,971	\$ 86,329	\$ 88,000	\$ -	\$ -	\$ -

City of Edgerton Project Cost Sheet

Project Number:		Funding Status:	Funded
Dept:	Public Works	Project Status:	Concept
Primary Citizen Survey:	1 - Streets	Project Manager:	Dan Merkh
Secondary Citizen Survey:	N/A		

Project Name: Streetlight Inventory

Project Description: This project would involve inventorying the streetlights within the City limits of Edgerton, whether owned by the City or leased from KCPL.

Operations Impact:

Additional Staff: Trey Whitaker

Outside Funding Available? No

Notes:

Year of Design	2021	Year of Completion	2021
Year of Construction	2021		

Inflation Factor:

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Project Cost	Todays \$	2019	2020	2021	2022	2023	2024
D/B Prelim Agreement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
D/B Final Agreement (GMP)	-	-	-	-	-	-	-
Design	-	-	-	-	-	-	-
Construction	10,000	-	-	10,000	-	-	-
Construction Inspection	-	-	-	-	-	-	-
City Engineer	5,000	-	-	5,000	-	-	-
Utility Relocation	-	-	-	-	-	-	-
Land Acquisition/ROW/Easements	-	-	-	-	-	-	-
Permits	-	-	-	-	-	-	-
Misc. (Legal, recording fees)	500	-	-	500	-	-	-
Contingency	1,000	-	-	1,000	-	-	-
Total Cost	\$ 16,500	\$ -	\$ -	\$ 16,500	\$ -	\$ -	\$ -

Project Financing							
General Fund	\$ 16,500	\$ -	\$ -	\$ 16,500	\$ -	\$ -	\$ -
Total Funding Sources	\$ 16,500	\$ -	\$ -	\$ 16,500	\$ -	\$ -	\$ -

City of Edgerton Project Cost Sheet

Project Number:		Funding Status:	Funded
Dept:	Public Works	Project Status:	Concept
Primary Citizen Survey:	1 - Streets	Project Manager:	Dan Merkh
Secondary Citizen Survey:	N/A		

Project Name: Streetlight Study

Project Description: This project would involve determining the City's streetlight needs in light of industry standards and would utilize the streetlight inventory.

Operations Impact:

Additional Staff: Trey Whitaker

Outside Funding Available? No

Notes:

Year of Design	2021	Year of Completion	2021
Year of Construction	2021		

Inflation Factor:

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Project Cost	Todays \$	2019	2020	2021	2022	2023	2024
D/B Prelim Agreement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
D/B Final Agreement (GMP)	-	-	-	-	-	-	-
Design	45,000	-	-	45,000	-	-	-
Construction	-	-	-	-	-	-	-
Construction Inspection	-	-	-	-	-	-	-
City Engineer	5,000	-	-	5,000	-	-	-
Utility Relocation	-	-	-	-	-	-	-
Land Acquisition/ROW/Easements	-	-	-	-	-	-	-
Permits	-	-	-	-	-	-	-
Misc. (Legal, recording fees)	-	-	-	-	-	-	-
Contingency	-	-	-	-	-	-	-
Total Cost	\$ 50,000	\$ -	\$ -	\$ 50,000	\$ -	\$ -	\$ -

Project Financing							
General Fund	\$ 50,000	\$ -	\$ -	\$ 50,000	\$ -	\$ -	\$ -
Total Funding Sources	\$ 50,000	\$ -	\$ -	\$ 50,000	\$ -	\$ -	\$ -

City of Edgerton Project Cost Sheet

Project Number:

Dept:

Primary Citizen Survey:

Secondary Citizen Survey:

Funding Status:

Project Status:

Project Manager:

Project Name:

Project Description:

Operations Impact:

Additional Staff: N/A

Time: N/A

Outside Funding Available?

Notes:

Year of Design

Year of Construction

Year of Completion

Inflation Factor:

Project Cost	Todays \$	2019	2020	2021	2022	2023	2024
D/B Prelim Agreement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
D/B Final Agreement (GMP)	-	-	-	-	-	-	-
Design	6,750	-	6,750	-	-	-	-
Construction	45,000	-	45,000	-	-	-	-
Construction Inspection	6,750	-	6,750	-	-	-	-
City Engineer	1,800	-	1,800	-	-	-	-
Utility Relocation	5,000	-	5,000	-	-	-	-
Land Acquisition/ROW/Easements	-	-	-	-	-	-	-
Permits	-	-	-	-	-	-	-
Misc. (Legal, recording fees)	500	-	500	-	-	-	-
Contingency	6,750	-	6,750	-	-	-	-
Total Cost	\$ 72,550	\$ -	\$ 72,550	\$ -	\$ -	\$ -	\$ -

Project Financing							
General Fund	\$ 72,550	\$ -	\$ 72,550	\$ -	\$ -	\$ -	\$ -
Total Funding Sources	\$ 72,550	\$ -	\$ 72,550	\$ -	\$ -	\$ -	\$ -

City of Edgerton Project Cost Sheet

Project Number:
Dept:
Primary Citizen Survey:
Secondary Citizen Survey:

Funding Status:
Project Status:
Project Manager:

Project Name:

Project Description:

Operations Impact:

Additional Staff:

Time:

Outside Funding Available?

Notes:

Year of Design
Year of Construction

Year of Completion

Inflation Factor:

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Project Cost	Todays \$	2020	2021	2022	2023	2024	2025
D/B Prelim Agreement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
D/B Final Agreement (GMP)	-	-	-	-	-	-	-
Design	-	-	-	-	-	-	-
Construction	86,899	-	86,899	-	-	-	-
Construction Inspection	-	-	-	-	-	-	-
City Engineer	-	-	-	-	-	-	-
Utility Relocation	-	-	-	-	-	-	-
Land Acquisition/ROW/Easements	-	-	-	-	-	-	-
Permits	-	-	-	-	-	-	-
Misc. (Legal, recording fees)	-	-	-	-	-	-	-
Contingency	-	-	-	-	-	-	-
Total Cost	\$ 86,899	\$ -	\$ 86,899	\$ -	\$ -	\$ -	\$ -

Project Financing

Special Highway Fund	86,899	46,869	40,030	-	-	-	-
Other	-	-	-	-	-	-	-
Total Funding Sources	\$ 86,899	\$ 46,869	\$ 40,030	\$ -	\$ -	\$ -	\$ -

check figures \$ - \$ 46,869 \$ (46,869) \$ - \$ - \$ - \$ -
 (should be zero - if not, additional funding may be
 needed or funding may need to be returned to
 the original funding source)

City of Edgerton Project Cost Sheet

Project Number:
Dept:
Primary Citizen Survey:
Secondary Citizen Survey:

Funding Status:
Project Status:
Project Manager:

Project Name:

Project Description:

Operations Impact:

Additional Staff: Trey Whitaker

Time:

Outside Funding Available?

Notes:

Year of Design
Year of Construction

Year of Completion

Inflation Factor:

Project Cost	Todays \$	2020	2021	2022	2023	2024	2025
D/B Prelim Agreement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
D/B Final Agreement (GMP)	-	-	-	-	-	-	-
Design	-	-	-	-	-	-	-
Construction	65,030	-	-	65,030	-	-	-
Construction Inspection	-	-	-	-	-	-	-
City Engineer	-	-	-	-	-	-	-
Utility Relocation	-	-	-	-	-	-	-
Land Acquisition/ROW/Easements	-	-	-	-	-	-	-
Permits	-	-	-	-	-	-	-
Misc. (Legal, recording fees)	-	-	-	-	-	-	-
Contingency	-	-	-	-	-	-	-
Total Cost	\$ 65,030	\$ -	\$ -	\$ 65,030	\$ -	\$ -	\$ -

Project Financing							
General Fund	-	-	-	-	-	-	-
Special Highway Fund	40,030	-	-	40,030	-	-	-
PIF Maintenance Fee	25,000	-	-	25,000	-	-	-
Other	-	-	-	-	-	-	-
Total Funding Sources	\$ 65,030	\$ -	\$ -	\$ 65,030	\$ -	\$ -	\$ -

check figures \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ -
 (should be zero - if not, additional funding may be
 needed or funding may need to be returned to
 the original funding source)

City of Edgerton Project Cost Sheet

Project Number:
Dept:
Primary Citizen Survey:
Secondary Citizen Survey:

Funding Status:
Project Status:
Project Manager:

Project Name:

Project Description:

Operations Impact:

Additional Staff: Trey Whitaker

Time:

Outside Funding Available?

Notes:

Year of Design
Year of Construction

Year of Completion

Inflation Factor:

Project Cost	Todays \$	2020	2021	2022	2023	2024	2025
D/B Prelim Agreement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
D/B Final Agreement (GMP)	-	-	-	-	-	-	-
Design	-	-	-	-	-	-	-
Construction	140,030	-	-	-	140,030	-	-
Construction Inspection	-	-	-	-	-	-	-
City Engineer	-	-	-	-	-	-	-
Utility Relocation	-	-	-	-	-	-	-
Land Acquisition/ROW/Easements	-	-	-	-	-	-	-
Permits	-	-	-	-	-	-	-
Misc. (Legal, recording fees)	-	-	-	-	-	-	-
Contingency	-	-	-	-	-	-	-
Total Cost	\$ 140,030	\$ -	\$ -	\$ -	\$ 140,030	\$ -	\$ -

Project Financing							
Special Highway Fund	40,030	-	-	-	40,030	-	-
PIF Maintenance Fee	100,000	-	-	-	100,000	-	-
Other	-	-	-	-	-	-	-
Total Funding Sources	\$ 140,030	\$ -	\$ -	\$ -	\$ 140,030	\$ -	\$ -

check figures \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ -
 (should be zero - if not, additional funding may be
 needed or funding may need to be returned to
 the original funding source)

City of Edgerton Project Cost Sheet

Project Number:

Dept:

Primary Citizen Survey:

Secondary Citizen Survey:

Funding Status:

Project Status:

Project Manager:

Project Name:

Project Description:

Operations Impact:

Additional Staff: Trey Whitaker

Time:

Outside Funding Available?

Notes:

Year of Design

Year of Construction

Year of Completion

Inflation Factor:

Project Cost	Todays \$	2020	2021	2022	2023	2024	2025
D/B Prelim Agreement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
D/B Final Agreement (GMP)	-	-	-	-	-	-	-
Design	-	-	-	-	-	-	-
Construction	140,030	-	-	-	-	140,030	-
Construction Inspection	-	-	-	-	-	-	-
City Engineer	-	-	-	-	-	-	-
Utility Relocation	-	-	-	-	-	-	-
Land Acquisition/ROW/Easements	-	-	-	-	-	-	-
Permits	-	-	-	-	-	-	-
Misc. (Legal, recording fees)	-	-	-	-	-	-	-
Contingency	-	-	-	-	-	-	-
Total Cost	\$ 140,030	\$ -	\$ -	\$ -	\$ -	\$ 140,030	\$ -

Project Financing							
Special Highway Fund	40,030	-	-	-	-	40,030	-
PIF Maintenance Fee	100,000	-	-	-	-	100,000	-
Other	-	-	-	-	-	-	-
Total Funding Sources	\$ 140,030	\$ -	\$ -	\$ -	\$ -	\$ 140,030	\$ -

check figures \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ -
 (should be zero - if not, additional funding may
 be needed or funding may need to be returned
 to the original funding source)

City of Edgerton Project Cost Sheet

Project Number:
Dept:
Primary Citizen Survey:
Secondary Citizen Survey:

Funding Status:
Project Status:
Project Manager:

Project Name:

Project Description:

Operations Impact:

Additional Staff: Trey Whitaker

Time:

Outside Funding Available?

Notes:

Year of Design
Year of Construction

Year of Completion

Inflation Factor:

Project Cost	Todays \$	2020	2021	2022	2023	2024	2025
D/B Prelim Agreement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
D/B Final Agreement (GMP)	-	-	-	-	-	-	-
Design	-	-	-	-	-	-	-
Construction	140,030	-	-	-	-	-	140,030
Construction Inspection	-	-	-	-	-	-	-
City Engineer	-	-	-	-	-	-	-
Utility Relocation	-	-	-	-	-	-	-
Land Acquisition/ROW/Easements	-	-	-	-	-	-	-
Permits	-	-	-	-	-	-	-
Misc. (Legal, recording fees)	-	-	-	-	-	-	-
Contingency	-	-	-	-	-	-	-
Total Cost	\$ 140,030	\$ -	\$ -	\$ -	\$ -	\$ -	\$140,030

Project Financing							
Special Highway Fund	40,030	-	-	-	-	-	40,030
PIF Maintenance Fee	100,000	-	-	-	-	-	100,000
Other	-	-	-	-	-	-	-
Total Funding Sources	\$ 140,030	\$ -	\$ -	\$ -	\$ -	\$ -	\$140,030

check figures \$ - \$ - \$ - \$ - \$ - \$ - \$ -
 (should be zero - if not, additional funding may be
 needed or funding may need to be returned to
 the original funding source)

City of Edgerton Project Cost Sheet

Project Number:	8090
Dept:	Sewer
Primary Citizen Survey:	6 - Sewer
Secondary Citizen Survey:	1 - Streets

Funding Status:	Funded
Project Status:	Construction
Project Manager:	Dan Merkh

Project Name:	On-the-Go Street/Sewer (200th Street)
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Project Description:	Construct 200th Street to provide access to the On-the-Go Travel Plaza and construct sewer lines to connect the travel plaza to the City's sewer system.
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Operations Impact:	Will add street to be maintained and plowed during snow operations. Adds sewer infrastructure to be maintained.
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Additional Staff:

Time:

Outside Funding Available?	No
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Notes:	
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Year of Design	2020
Year of Construction	2020

Year of Completion	2020
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Inflation Factor:

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Project Cost	Todays \$	2020	2021	2022	2023	2024	2025
D/B Prelim Agreement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
D/B Final Agreement (GMP)	-	-	-	-	-	-	-
Design	-	-	-	-	-	-	-
Construction	1,675,005	1,675,005	-	-	-	-	-
Construction Inspection	-	-	-	-	-	-	-
City Engineer	-	-	-	-	-	-	-
Utility Relocation	-	-	-	-	-	-	-
Land Acquisition/ROW/Easements	72,563	72,563	-	-	-	-	-
Permits	-	-	-	-	-	-	-
Misc. (Legal, recording fees)	2,432	2,432	-	-	-	-	-
Contingency	-	-	-	-	-	-	-
Total Cost	\$ 1,750,000	\$ 1,750,000	\$ -	\$ -	\$ -	\$ -	\$ -

Project Financing

TIF-Homestead Ln Retail TIF	1,750,000	1,750,000	-	-	-	-	-
Other	-	-	-	-	-	-	-
Total Funding Sources	\$ 1,750,000	\$ 1,750,000	\$ -	\$ -	\$ -	\$ -	\$ -

check figures
(should be zero - if not, additional funding may be needed or funding may need to be returned to the original funding source)

\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
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City of Edgerton Project Cost Sheet

Project Number:	8085
Dept:	Public Works
Primary Citizen Survey:	1 - Streets
Secondary Citizen Survey:	N/A

Funding Status:	Funded
Project Status:	Construction
Project Manager:	Dan Merkh

Project Name:	Homestead Ln Intersection Improvements
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Project Description:	Design and construction of a full access intersection on Homestead Ln between I-35 and 199th Street as part of the Redevelopment District in the area.
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Operations Impact:	
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Additional Staff:

Time:

Outside Funding Available?	No
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Notes:	Funded from the TIF Redevelopment District revenues for this area.
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Year of Design	2019-2020
Year of Construction	2020

Year of Completion	2020
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Inflation Factor:

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Project Cost	Todays \$	2019	2020	2021	2022	2023	2024
D/B Prelim Agreement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
D/B Final Agreement (GMP)	-	-	-	-	-	-	-
Design	120,500	24,000	96,500	-	-	-	-
Construction	770,753	-	770,753	-	-	-	-
Construction Inspection	229,900	-	229,900	-	-	-	-
City Engineer	-	-	-	-	-	-	-
Utility Relocation	-	-	-	-	-	-	-
Land Acquisition/ROW/Easements	503,347	-	503,347	-	-	-	-
Permits	-	-	-	-	-	-	-
Misc. (Legal, recording fees)	-	-	-	-	-	-	-
Contingency	127,500	-	127,500	-	-	-	-
Total Cost	\$ 1,752,000	\$ 24,000	\$ 1,728,000	\$ -	\$ -	\$ -	\$ -

Project Financing							
TIF Redevelopment District Revenue	1,752,000	24,000	1,728,000				
Total Funding Sources	\$ 1,752,000	\$ 24,000	\$ 1,728,000	\$ -	\$ -	\$ -	\$ -

check figures \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ -
 (should be zero - if not, additional funding may be
 needed or funding may need to be returned to
 the original funding source)

City Council Action Item

Council Meeting Date: November 12, 2020

Department: Community Development

Agenda Item: Approval Of Ordinance No. 2051 Amending Chapter VIII, Article 9, Of The City Code Of The City Of Edgerton, Kansas And Repealing All Ordinances Or Parts Of Ordinances In Conflict Therewith

Background/Description of Item:

On October 22, 2020 the Governing Body held a Work Session to review the City of Edgerton Municipal Code as it relates to several code enforcement topics. Chapter VIII, Article 9, *Weeds* outlines the city's process for defining weeds and tall grass, the procedures to abate and the violation process. City Staff was directed to update this Chapter and Article of the Municipal Code as follows:

- Removed the word "residential" from Section 8-902(e);
- Changed maximum allowed height for weeds and grass from 6" to 8";
- Added "party contracted by the City" to Section 8-904(a);
- Added Section 8-904(b) which outlines reimbursement of all costs including damage to equipment sustained during the abatement and an administration fee which increases for each subsequent violation in a calendar year; and
- Added "verifying the extent of" to allow City Staff or the contractor to view the property in detail before putting equipment on the property to abate the conditions in Section 8-905.

In reviewing updates with the City Attorney, it was also noted that the word "indigenous" should be removed from Section 8-902(e) to clarify the language related to what is blighting.

City Staff has amended the procedure for public notice posting as allowed without a change to the Municipal Code. The City Attorney has prepared the attached Ordinance 2051 for the Governing Body's consideration.

Related Ordinance(s) or Statue(s): City of Edgerton Ordinances 795 (2005), 696 (1998), 683 (1997), 671 (1996), 659 (1995), 640 (1994), 482 (1980), and 321 (1955).

Funding Source: N/A

Budget Allocated: N/A

Finance Director Approval: N/A

Recommendation: Approval Of Ordinance No. 2051 Amending Chapter VIII, Article 9, Of The City Code Of The City Of Edgerton, Kansas And Repealing All Ordinances Or Parts Of Ordinances In Conflict Therewith

Enclosed: Ordinance 2051

Prepared by: Katy Crow, Development Services Director

ORDINANCE NO. 2051

AN ORDINANCE AMENDING CHAPTER VIII, ARTICLE 9, OF THE CITY CODE OF THE CITY OF EDGERTON, KANSAS AND REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT THEREWITH.

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

SECTION 1. Chapter VIII, Article 9, of the City Code of the City of Edgerton, Kansas, is hereby amended to read as follows:

ARTICLE 9. WEEDS

- 8-901 WEEDS TO BE REMOVED. It shall be unlawful for any owners, agent, lessee, tenant or other person occupying or having charge or control of any premises to permit weeds to remain upon said premises or any area between the property lines of said premises and the centerline of any adjacent street or alley, including, but not specifically limited to, sidewalks, streets, alleys, easements, right-of-way and all other areas, public or private. All weeds as hereinafter defined are hereby declared a nuisance and are subject to abatement as hereinafter provided. (Ord. 2051, 2020; Ord. 795, 2005; Ord. 696, 1998; Ord. 683, 1997; Ord. 671, 1996; Ord. 659, 1995; Ord. 640, 1994; Ord. 482, 1980; Ord. 321, 1955)
- 8-902 DEFINITIONS. Weeds as used herein, means any of the following:
- (a) Brush and woody vines shall be classified as weeds;
 - (b) Weeds and grasses which may attain such large growth as to become, when dry, a fire menace to adjacent improved property;
 - (c) Weeds which bear or may bear seeds of a downy or wingy nature;
 - (d) Weeds which are located in an area which harbors rats, insects, animals, reptiles or any other creature which either may or does constitute a menace to health, public safety or welfare;
 - (e) Weeds and grasses on or about property which, because of its height, has a blighting influence on the neighborhood. Any such weeds shall be presumed to be blighting if they exceed eight (8) inches in height. (Ord. 2051, 2020; Ord. 795, 2005; Ord. 696, 1998; Ord. 683, 1997; Ord. 671, 1996; Ord. 659, 1995; Ord. 640, 1994; Ord. 482, 1980; Ord. 321, 1955)
- 8-903 PUBLIC OFFICER; NOTICE TO REMOVE. (a) The Governing Body shall designate a public officer to be charged with the administration and enforcement of this article. The public officer or authorized assistant shall give written notice to the owner, occupant or agent of such property by certified mail, return receipt requested, or by personal service to cut or destroy weeds; provided, however, that if the property is unoccupied and the owner is a nonresident, such notice shall be sent by certified, return receipt requested, to the last known address of the owner. Such notice shall only be given once per calendar year.

- (b) The notice to be given hereunder shall state:
- (1) that the owner, occupant or agent in charge of the property is in violation of the city weed control law;
 - (2) that the owner, occupant or agent in control of the property is ordered to cut or destroy the weeds within ten (10) days of the receipt of the notice;
 - (3) that the owner, occupant or agent in control of the property may request a hearing before the governing body or its designated representative within five (5) days of the receipt of the notice or, if the owner is unknown or a nonresident, and there is no resident agent, ten (10) days after notice has been published by the City Clerk in the official city newspaper;
 - (4) that if the owner, occupant or agent in control of the property does not cut or destroy the weeds or fails to request a hearing within the allowed time, the City or its authorized agent will cut or destroy the weeds and assess the cost of the cutting or destroying the weeds, including a reasonable administrative fee, against the owner, occupant or agent in charge of the property;
 - (5) that the owner, occupant or agent in control of the property will be given an opportunity to pay the assessment, and if it is not paid within thirty (30) days of such notice, it will be added to the property tax as a special assessment;
 - (6) that no further notice will be given during the current calendar year prior to the removal of weeds from the property; and
 - (7) that the public officer should be contacted if there are questions regarding the order.
- (c) If there is a change in the record owner of title to property subsequent to the giving of notice pursuant to this section, the City may not recover any costs or levy an assessment for the costs incurred by the cutting or destruction of weeds on such property unless the new record owner of title to such property is provided notice as required by this Article. (Ord. 2051, 2020; Ord. 795, 2005; Ord. 696, 1998; Ord. 683, 1997; Ord. 671, 1996; Ord. 659, 1995; Ord. 640, 1994; Ord. 482, 1980; Ord. 321, 1955)

- 8-904 ABATEMENT; ASSESSMENT OF COSTS. (a) If the owner, occupant or agent in charge of the property has neither alleviated the conditions causing the alleged violation nor requested a hearing within the time periods specified in Section 8-903, the public officer, an authorized agent or a party contracted by the City shall abate or remove the conditions causing the violation.
- (b) If the City abates or removes the nuisance pursuant to this Section, the City or an authorized agent shall give notice to the owner, occupant or agent in charge of the property by certified mail, return receipt requested of the costs of abatement of the nuisance. The charge for the abatement of the nuisance shall be as established by the City Fee Resolution and shall increase for every subsequent violation within a calendar year. Additionally, the owner of the property shall be charged for any additional reasonable expenses incurred by the City or its agent to abate the condition, including, but not limited to, the costs of repair or replacement of City equipment which is damaged as a result of the abatement of the costs of providing notice, including any postage, required by this Section. The notice shall state that payment of the costs is due and payable within thirty (30) days following mailing of the notice. (Ord. 2051, 2020; Ord.

795, 2005; Ord. 696, 1998; Ord. 683, 1997; Ord. 671, 1996; Ord. 659, 1995; Ord. 640, 1994; Ord. 482, 1980; Ord. 321, 1955)

- 8-905 RIGHT OF ENTRY. The public officer and the public officer's authorized assistants, employees, contracting agents or other representatives are hereby expressly authorized to enter upon private property at all reasonable hours for the purpose of cutting, destroying, verifying the extent of and/or removing such weeds in a manner not inconsistent with this Ordinance. (Ord. 2051, 2020; Ord. 795, 2005; Ord. 696, 1998; Ord. 683, 1997; Ord. 671, 1996; Ord. 659, 1995; Ord. 640, 1994; Ord. 482, 1980; Ord. 321, 1955)
- 8-906 UNLAWFUL INTERFERENCE. It shall be unlawful for any person to interfere with or to attempt to prevent the public officer or the public officer's authorized representative from entering upon any such lot or piece of ground or from proceeding with such cutting and destruction. Such interference shall constitute a violation of this Article. (Ord. 2051, 2020; Ord. 795, 2005; Ord. 696, 1998; Ord. 683, 1997; Ord. 671, 1996; Ord. 659, 1995; Ord. 640, 1994; Ord. 482, 1980; Ord. 321, 1955)
- 8-907 NOXIOUS WEEDS. (a) Nothing in this Article shall affect or impair the rights of the City under the provision of Chapter 2, Article 13 of the Kansas Statutes Annotated, relating the control and eradication of certain noxious weeds.
(b) For the purpose of this Article, the term noxious weeds shall mean kudzu (*Pueraria lobata*), field bindweed (*Convolvulus arvensis*), Russian knapweed (*Centaurea piicris*), hoary cress (*Lepidium draba*), Canada thistle (*Cirsium arvense*), quackgrass (*Agropyron repens*), leafy spurge (*Euphorbia esula*), burragweed (*Franseria tomentosa* and *discolor*), pignut (*Hoffmannseggia densiflora*), musk (nodding) thistle (*Carduus nutans* L.), and Johnson grass (*Sorghum halepense*). (Ord. 2051, 2020; Ord. 795, 2005; Ord. 696, 1998; Ord. 683, 1997; Ord. 671, 1996; Ord. 659, 1995; Ord. 640, 1994; Ord. 482, 1980; Ord. 321, 1955)
- 8-908 AGRICULTURAL PROPERTY EXCLUDED; EXCEPTION. Any property, or part of property, used exclusively for agricultural purposes shall be exempt from the requirements of Section 8-901 *provided* the owner, agent, lessee, tenant or other person in possession of the property shall not permit weeds to remain upon said premises at any place on the property within twenty (20) feet of the property lines of any adjoining property, public or private, or of any alleys, sidewalks, streets or other public rights-of-way. Property shall be deemed to be used for "agricultural purposes" if it meets the following conditions:
(a) No residential structure is located on the property or, if a residential structure is located thereon, the structure is located on a part of the property that is separated by a fence from all other parts of the property upon which weeds are located; and
(b) The property is an area of at least three acres; and
(c) The property is lawfully used during the year for the purpose of keeping animals or production of a crop. (Ord. 2051, 2020; Ord. 795, 2005; Ord. 696, 1998; Ord.

683, 1997; Ord. 671, 1996; Ord. 659, 1995; Ord. 640, 1994; Ord. 482, 1980;
Ord. 321, 1955)

SECTION 2. REPEAL OF CONFLICTING ORDINANCES. All ordinances or sections of ordinances in conflict herewith are hereby repealed.

SECTION 3. EFFECTIVE DATE. This ordinance shall take effect and be in force from and after its passage, approval and publication once in the City's official paper.

PASSED by the Council and APPROVED by the Mayor on this 12th day of November, 2020.

DONALD ROBERTS, Mayor

ATTEST:

ALEXANDRIA CLOWER, City Clerk

APPROVED AS TO FORM:

LEE W. HENDRICKS, City Attorney

City Council Action Item

Council Meeting Date: November 12, 2020

Department: Administration

Agenda Item: Consider Ordinance No. 2052 Amending Chapter Xiv, Article 2 Of The Municipal Code Of The City Of Edgerton, Kansas To Include Code Section 14-207 Regarding The Prohibition Of Spilling Loads On Highways And Repealing All Other Ordinances Or Parts Of Ordinances In Conflict Therewith

Background/Description of Item: The City has struggled over time with the spilling of various types of materials on to city streets including gravel, rock, dirt, debris, etc. The spilling of these types of materials can be a significant safety concern for motorists, especially those on a motorcycle, and can cause damage to the road surface and adjacent stormwater system.

Previously the City had been advised against considering a specific "tarp ordinance." After further research and discussions with the Sheriff's Office and City Attorney, staff is recommending the City Council consider the enclosed "tarp ordinance" based on an existing ordinance in the City of Olathe.

The draft ordinance would require any vehicle driven or moved on any street, highway, road or alley within the City to prevent any of its load from dropping, sifting, leaking, or otherwise escaping from the vehicle. It also prohibits any vehicle driven or moved on any street, highway, road, or alley in the City from dropping mud, dirt, or debris onto the roadway from the tires of the vehicle. The dropping of salt/sand for snow/ice control, or water, or other substances being placed for the cleaning or maintaining of the roadway is exempted.

The ordinance requires any person operating a vehicle on any street, highway, road, alley or parking lot in the City whose load has the potential to escape the vehicle (due to the nature of the load such as dirt, gravel, sand, chat, etc.) to have a securely fastened cover to prevent the load from spilling, dropping, leaking, blowing, becoming loose, detached or in any manner a hazard to other users of the roadway.

Additionally, the draft ordinance provides the Governing Body the ability to require a bond, in the amount of \$500, from any person, firm or corporation engaged in the act of moving dirt and other substances upon the public thoroughfares.

If approved, the ordinance would become effective following publication in the paper. The City will notify the Edgerton Quarry of the new regulation (if passed) so they may notify their drivers.

The enclosed ordinance was drafted by the City Attorney.

Related Ordinance(s) or Statue(s): Chapter XIV, Article 2 of Edgerton Municipal Code

Funding Source: N/A

Budget Allocated: N/A

Finance Director Approval: N/A

Recommendation: Approve Ordinance No. 2052 Amending Chapter Xiv, Article 2 Of The Municipal Code Of The City Of Edgerton, Kansas To Include Code Section 14-207 Regarding The Prohibition Of Spilling Loads On Highways And Repealing All Other Ordinances Or Parts Of Ordinances In Conflict Therewith

Enclosed: Draft Ordinance

Prepared by: Beth Linn, City Administrator

ORDINANCE NO. 2052

AN ORDINANCE AMENDING CHAPTER XIV, ARTICLE 2 OF THE MUNICIPAL CODE OF THE CITY OF EDGERTON, KANSAS TO INCLUDE CODE SECTION 14-207 REGARDING THE PROHIBITION OF SPILLING LOADS ON HIGHWAYS AND REPEALING ALL OTHER ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT THEREWITH

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

SECTION 1. Chapter XIV, Article 2 of the City Code of the City of Edgerton, Kansas, is hereby amended to include section 14-207 which shall read as follows:

14-207. SPILLING LOADS ON HIGHWAYS PROHIBITED; BOND.

(a) No vehicle shall be driven or moved on any street, highway, road or alley of the City of Edgerton, Kansas, unless such vehicle is so constructed, or loaded as to prevent any of its load from dropping, sifting, leaking, or otherwise escaping therefrom, and no vehicle shall be driven or moved upon any street, highway, road, or alley in the City of Edgerton, Kansas, if such vehicle places mud, dirt, or debris upon any said street, highway, road or alley by reason of mud, debris, or dirt dropping from the tires of said vehicle. The dropping of sand for the purpose of securing traction, or water, or other substances being sprinkled upon any street, highway, road or alley in the cleaning or maintaining of such street, highway, road, or alley is hereby excepted from the provisions of this Section.

(b) Any person who shall operate on any street, highway, road, alley or parking lot of the City of Edgerton, any vehicle with a load which has the potential, due to the nature of the load (i.e. dirt, gravel, sand, chat, etc.), to drop, leak, blow, or otherwise escape, shall, in addition to the requirements noted in Subsection (a), be required to have a cover, which cover shall be securely fastened so as to prevent said cover or the load from spilling, dropping, leaking, blowing, becoming loose, detached or in any manner a hazard to other users of the highway.

(c) No person shall operate on any highway any vehicle with any load unless said load and any covering thereon is securely fastened so as to prevent said covering or load from becoming loose, detached or in any manner a hazard to other users of the highway.

(d) *Bond. When required.* Any person, firm or corporation engaged in the act of moving dirt and other substances upon the public thoroughfares of the City of Edgerton, Kansas, shall within the discretion of the Governing Body of the City of Edgerton, Kansas, be required to deposit with said Governing Body a bond in the penal sum of Five Hundred Dollars (\$500.00) in a form approved

by said Governing Body conditioned that the principal under said bond shall save harmless and indemnify the City of Edgerton, Kansas.

SECTION 2. REPEAL OF CONFLICTING ORDINANCES. All ordinances or sections of ordinances in conflict herewith are hereby repealed.

SECTION 3. EFFECTIVE DATE. This ordinance shall take effect and be in force from and after its passage, approval and publication once in the City's official paper.

PASSED by the Council and APPROVED by the Mayor on this 12th day of November, 2020.

DONALD ROBERTS, Mayor

ATTEST:

ALEXANDRIA CLOWER, City Clerk

APPROVED AS TO FORM:

LEE W. HENDRICKS, City Attorney

City Council Action Item

Council Meeting Date: November 12, 2020

Department: Administration

Agenda Item: Consider Ordinance No. 2053 Amending Chapter XIV, Article 2 Of The Municipal Code Of The City Of Edgerton, Kansas To Include Code Section 14-206 Regarding Limitations On Vehicle Height, Weight, Length And Width On Highways

Background/Description of Item:

In August 2014, Edgerton City Council passed Ordinance No. 978 adopting by reference the Kansas Administrative Regulations referencing the Federal Motor Carrier Safety Act (FMCSA). The primary mission of the FMCSA is to reduce crashes, injuries and fatalities involving large trucks and buses. Adopting the Kansas Administrative Regulations, rather than the Federal Motor Carrier Safety Act directly, prevents Edgerton from needing to stay abreast of any changes in the federal regulations. In addition, it would keep the City of Edgerton in line with regulations adopted by the State of Kansas for state highway routes.

As part of serving the Edgerton community, Edgerton's Community Officer Deputy Johnson has completed his certification and training to perform Commercial Vehicle Safety inspections for compliance with the city regulations. In reviewing the City's existing regulations, Deputy Johnson identified the need for the City to adopt a local ordinance referencing Kansas law for vehicle height, weight, length and width, and in particular, the City's fine schedule for these types of violations.

Adoption of this ordinance will allow Johnson County Sheriff's Office to write Edgerton citations for these types of violations within the city limits with fines that are remitted to the City of Edgerton municipal court.

The ordinance sets the following fine schedule for every person, association, firm, partnership, corporation or commercial entity who is convicted of a violation of this section shall be fined according to the following schedule:

Weight up to the first 1000 lbs. over limit - \$50.00

-- Per lb. Over 1000 lbs. - \$.10

Height, Length, Width over limit - \$30.00 plus \$1.00 per inch

Additionally, the draft ordinance escalates the fine schedule for subsequent violations with two years as follows:

- For a **second** violation of this section within two (2) years, upon conviction shall be fined **1½ times** the applicable amount based on the above fine schedule
- For a **third** violation of this section within two (2) years, upon conviction shall be fined **two times** the applicable amount from the above fine schedule.
- For a **fourth and each succeeding** violation of this subsection within two (2) years, , upon conviction, shall be fined **2½ times** the applicable amount from the above fine schedule.

The enclosed ordinance was drafted by the City Attorney.

Related Ordinance(s) or Statue(s): Chapter XIV, Article 2 of Edgerton Municipal Code

Funding Source: N/A

Budget Allocated: N/A

Finance Director Approval: N/A

<p>Recommendation: Ordinance No. 2053 Amending Chapter XIV, Article 2 Of The Municipal Code Of The City Of Edgerton, Kansas To Include Code Section 14-206 Regarding Limitations On Vehicle Height, Weight, Length And Width On Highways</p>

Enclosed: Draft Ordinance

Prepared by: Beth Linn, City Administrator

ORDINANCE NO. 2053

AN ORDINANCE AMENDING CHAPTER XIV, ARTICLE 2 OF THE MUNICIPAL CODE OF THE CITY OF EDGERTON, KANSAS TO INCLUDE CODE SECTION 14-206 REGARDING LIMITATIONS ON VEHICLE HEIGHT, WEIGHT, LENGTH AND WIDTH ON HIGHWAYS AND REPEALING ALL OTHER ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT THEREWITH

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

SECTION 1. Chapter XIV, Article 2 of the City Code of the City of Edgerton, Kansas, is hereby amended to include section 14-206 which shall read as follows:

14-206. VEHICLE HEIGHT, WEIGHT, LENGTH AND WIDTH.

- (a) No person, association, firm, partnership, corporation, or other business or commercial entity shall operate a motor vehicle or combination of vehicles the height or length of which, including any load thereon, exceeds the limitations as to such prescribed by K.S.A. 8-1904 or any amendments thereto, which are incorporated by reference as if set out in full herein.
- (b) No person, association, firm, partnership, or corporation shall operate a motor vehicle or combination of vehicles the total outside width of which, or any load thereon, exceeds the limitations as to such prescribed by K.S.A. 8-1902 or any amendments thereto, which are incorporated by reference as if set out in full herein.
- (c) No person, association, firm, partnership, or corporation shall operate a motor vehicle or combination of vehicles the gross weight of which, as to wheel and axle load, exceeds the limitations as to such prescribed by K.S.A. 8-1908 or any amendments thereto, which are incorporated by reference as if set out in full herein.
- (d) No person, association, firm, partnership, or corporation shall operate a motor vehicle or combination of vehicles unless such motor vehicle is registered and licensed according to gross weight as prescribed in K.S.A. 8-143 or any amendments thereto, which are incorporated by reference as if set out in full herein.
- (e) No person, association, firm, partnership, or corporation shall operate a motor vehicle or combination of vehicles the gross weight of which exceeds the limitation as to such prescribed by K.S.A. 8-1909 or any amendments thereto, which are incorporated by reference as if set out in full herein.
- (f) It shall be unlawful to operate within this City a vehicle or combination of vehicles whose weight, with cargo, is in excess of the gross weight for which the vehicle, truck or truck tractor propelling the same is licensed and registered except as provided by K.S.A. 8-1911 or any

amendments thereto and K.S.A. 8-143 or any amendments thereto. Pursuant to 8-1911, all City of Edgerton vehicles, and those contracted to serve the City of Edgerton specifically designed and equipped and used exclusively for garbage, refuse or solid waste disposal operations for the citizens and businesses of Edgerton are hereby granted special permit status to operate anywhere within the corporate City limits of Edgerton for any time when the maximum gross weight limitations exceed the limitations contained in K.S.A. § 8-1909.

(g) Whenever a police officer, upon weighing a vehicle or combination of vehicles, determines that the weight is unlawful, such officer may require the driver to stop the vehicle in a suitable place and remain standing until such portion of the load is removed as may be necessary to reduce the gross weight of such vehicle or combination of vehicles or remove or redistribute the gross weight on any axle or tandem axles to such limits as permitted in this section. All material so unloaded shall be cared for by the owner, lessee, or operator of such vehicle at the risk of such owner, lessee or operator.

(h) Every person, association, firm, partnership, corporation or commercial entity who is convicted of a violation of this section shall be fined according to the following schedule:

Weight up to the first 1000 lbs. over limit - \$50.00

-- Per lb. Over 1000 lbs. - \$.10

Height, Length, Width over limit - \$30.00 plus \$1.00 per inch

For a second violation of this section within two (2) years, such person, association, firm, partnership, corporation or commercial entity shall, upon conviction, be fined 1½ times the applicable amount based on the above fine schedule.

For a third violation of this section within two (2) years, such person shall, upon conviction, be fined two times the applicable amount from the above fine schedule. For a fourth and each succeeding violation of this subsection within two (2) years, such person, upon conviction, shall be fined 2½ times the applicable amount from the above fine schedule.

SECTION 2. REPEAL OF CONFLICTING ORDINANCES. All ordinances or sections of ordinances in conflict herewith are hereby repealed.

SECTION 3. EFFECTIVE DATE. This ordinance shall take effect and be in force from and after its passage, approval and publication once in the City's official paper.

PASSED by the Council and APPROVED by the Mayor on this 12th day of November, 2020.

DONALD ROBERTS, Mayor

ATTEST:

ALEXANDRIA CLOWER, City Clerk

APPROVED AS TO FORM:

LEE W. HENDRICKS, City Attorney

City Council Action Item

Council Meeting Date: November 12, 2020

Department: Community Development

Agenda Item: Consider Blackdot Lease Purchase Term Sheet On Behalf of AT&T Communications For The Wireless Antennas Mounted On The Edgerton Manor Water Tower Located at 408 1st Street, Edgerton, Kansas

Background/Description of Item:

On July 13, 2000, the City of Edgerton entered into an agreement with AT&T for the installation of cell phone antennas on the Edgerton water tower located at 408 1st Street. The initial lease term was for one year with automatic renewals for five additional five-year terms with all the same conditions. Should the tenant (AT&T) choose to not renew the lease, they must notify the City in writing of their intention not to renew the agreement at least ninety days before the expiration of the existing term. August 2020 marked the beginning of the first year of the final five-year term.

The monthly lease amount began at a rental payment of \$1,000 plus \$75 for each antenna installed. Per the agreement, the monthly amount is increased annually by 3%. The number of antennas allowed to be installed on the water tower was capped at 12. In May of 2019 the maximum capacity was reached. Today the rental amount received monthly from this agreement is \$2,878.71.

Blackdot has indicated that AT&T is actively reviewing its portfolio of sites to determine ways to make its network more efficient and economical. They have stated that the 5G platform is currently being implanted and 4G sites are being replaced or decommissioned as they become redundant in the network. Several times over the past two years, the City has received communications from various parties on behalf of AT&T to amend the lease terms. These offers varied from straight lease buy outs to the amending of the monthly lease amount.

On November 3, 2020 the City Attorney received a Lease Purchase Term Sheet from BlackDot on behalf of AT&T. The terms of this latest proposal are a lump sum payment of \$415,820.37 with a lease term of 99 years. A straight calculation of this lump sum amount over 1,188 months equates to \$350.02 per month. The funds from the AT&T antenna lease agreement are deposited into the water fund. The proposed Lease Purchase Term Sheet is attached for your consideration.

Related Ordinance(s) or Statue(s):

Funding Source: N/A

Budget Allocated: N/A

Finance Director Approval: N/A

Recommendation: Provide Direction To Staff Related To The Blackdot Lease Purchase Term Sheet On Behalf of AT&T Communications For The Wireless Antennas Mounted On The Edgerton Manor Water Tower Located at 408 1st Street, Edgerton, Kansas

Enclosed: Blackdot Lease Purchase Term Sheet

Prepared by: Katy Crow, Development Services Director

LEASE PURCHASE TERM SHEET

To: Lee W. Hendricks
From: Robert Romo, Lease Consultant
Subject: WS-27227.1
Date: 11/3/2020

Landlord Initial: _____

At the terms and conditions set-forth herewith, please find the following offer to purchase a wireless communications easement and the interest in your wireless facility lease (s) on land owned by you located at 408 1ST Street Edgerton, Kansas, 66021:

	WS-27227.1	Lease 2	Lease 3	Lease 4	Lease 5
Current Lease Terms					
Location	408 1ST Street				
Tenant	AT&T Wireless				
Current Base Rent	\$2,828.71				
Current Escalation	3%				
Current Escalation Frequency	Annually				
Current Term Start	9/30/2020				
Purchase Proposal					
Purchase Amount	\$415,820.37				
Purchase Term (mo.)	1188				
Easement Type	Expanded				
Landlord Pays Closing Costs	No				

	Lease 6	Lease 7	Lease 8	Lease 9	Lease 10
Current Lease Terms					
Location					
Tenant					
Current Base Rent					
Current Escalation					
Current Escalation Frequency					
Next Escalation Date					
Purchase Proposal					
Purchase Amount					
Purchase Term (mo.)					
Easement Type					
Landlord Pays Closing Costs					

Total Gross Purchase Price: \$415,820.37

Other

- Funding will occur no more than 90 days following the signing of a binding Letter of Intent and said Total Gross Purchase Price will be subject to Pro-rated rent and closing costs if applicable.
- Total Gross Purchase Price is subject to the accuracy of rent amount and escalation timing, any difference in either of said figures, will have a material impact on the Total Gross Purchase Price.
- This term sheet is not a binding commitment and is subject to review and approval of documentation by all parties and will expire at the close of business 14 days from the date of this letter.