

EDGERTON CITY COUNCIL-REGULAR MEETING AGENDA
CITY HALL, 404 EAST NELSON STREET
February 14, 2013

Call to Order

1. **Roll Call** ____ Roberts ____ Longanecker ____ Powers ____ Cross ____ Wiseman ____ Brown
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. Agenda Approval
5. Meeting Minutes January 27, 2013 Regular Meeting
6. Approve Water Service Application for Outside City Limits at 28 E 2300 Road, Wellsville, KS

Regular Agenda

1. **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.
2. **Declaration.** At this time Council members may declare any conflict or communication they have had that might influence their ability to impartially consider today's issues.

Business Requiring Action

3. **CONSIDER AN ORDINANCE AUTHORIZING THE CITY OF EDGERTON, KANSAS, TO ISSUE INDUSTRIAL REVENUE BONDS (THE DELONG CO., INC. PROJECT) SERIES 2013, IN AN AGGREGATE MAXIMUM PRINCIPAL AMOUNT NOT TO EXCEED \$7,500,000, FOR THE PURPOSE OF PROVIDING FUNDS TO PAY THE COST OF ACQUIRING, PURCHASING, CONSTRUCTING, INSTALLING AND EQUIPPING A COMMERCIAL PROJECT, CONSISTING OF A GRAIN AND FEED TRANS-LOADING FACILITY, INCLUDING LAND, BUILDINGS, STRUCTURES, IMPROVEMENTS, FIXTURES, MACHINERY AND EQUIPMENT; AUTHORIZING THE CITY TO ENTER INTO A TRUST INDENTURE WITH THE TRUSTEE SET FORTH THEREIN; AUTHORIZING THE CITY TO ENTER INTO A LEASE AGREEMENT WITH THE DELONG CO., INC.; AUTHORIZING THE CITY TO ENTER INTO A BOND PURCHASE AGREEMENT IN CONNECTION WITH THE BONDS, AND AUTHORIZING AND APPROVING THE EXECUTION OF CERTAIN DOCUMENTS AND THE TAKING OF OTHER ACTIONS IN CONNECTION WITH THE ISSUANCE OF THE BONDS**

Motion: _____ Second: _____ Vote: _____

4. **CONSIDER APPROVAL OF CHANGE ORDER #2 TO THE DESIGN/BUILD AGREEMENT WITH BURNS AND MCDONNELL/CAS CONSTRUCTION, LLC IN THE AMOUNT OF \$2,450,000**

Motion: _____ Second: _____ Vote: _____

5. CONSIDER APPROVAL OF SUPPLEMENTAL AGREEMENT NO. 2 WITH BG CONSULTANTS, INC. FOR CONSTRUCTION OBSERVATION SERVICES ASSOCIATED WITH THE BIG BULL CREEK WASTEWATER TREATMENT FACILITY

Motion: _____ Second: _____ Vote: _____

6. Report by the City Administrator

- o 2012 Fourth Quarter Finance Report
- o 2012 Fourth Quarter Code Enforcement Report

7. Reports by City Council Members

8. Report by the Mayor

9. Future Meeting/Event Reminders:

- February 18th Presidents Day – City Offices CLOSED
- February 20th Noon – Senior Lunch
- February 27th Joint Work Session SW Johnson County Area District Plan 6:30 PM - Johnson County Administration
- February 28th 5:00 PM – City Council Meeting
- February 28th TBD – Public Open House Southwest Johnson County Area District Plan – Gardner City Hall
- March 14th 7:00 PM – City Council Meeting
- March 21st 7:00 PM – City Council Work Session

10. Adjourn Motion: _____ Second: _____ Vote: _____

**City of Edgerton, Kansas
Minutes of City Council Regular Session
January 24, 2013**

A Regular Session of the City Council was held in the Edgerton City Hall, 404 E. Nelson, Edgerton, Kansas on January 24, 2013. The meeting convened at 7:00 p.m. with Mayor Donald Roberts presiding, and City Clerk Janeice L. Rawles recording.

Councilmembers in attendance: Clay Longanecker
 Glyn Powers
 Frances Cross
 Heidi Wiseman
 Jody Brown

Staff in attendance: City Administrator Beth Linn
 Administrative Services Director Anna-Marie Keena
 Public Works Superintendent Michael Mabrey

ROLL CALL

Mayor Roberts called the roll of the Governing Body. With a quorum present, the meeting commenced.

WELCOME AND PLEDGE OF ALLEGIANCE

APPROVAL OF THE AGENDA

Motion by Wiseman, seconded by Powers, to approve the consent agenda,
Motion carried 5-0-0.

PUBLIC COMMENTS

Mary Pritchard inquired about the relocation of the school cross walk. The Public Works Superintendent informed the council the city is waiting for completed plans from the school district.

DECLARATIONS BY COUNCIL MEMBERS

None at this time

BUSINESS REQUIRING ACTION:

Resolution No. 01-24-13A consenting to the Partial assignment of a resolution of intent from The Allen Group, Kansas City, LLC to the Delong Co., Inc. or its successors in interest was considered.

Scott Anderson, SA Legal Advisors, bond counsel for the Intermodal gave a brief presentation and the steps that are necessary for the issuance of industrial revenue bonds and real property tax abatement.

Motion by Brown, seconded by Longanecker to approve the resolution No. 01-24-13A consenting to the partial assignment of a resolution of intent from The Allen Group, Kansas City, LLC to the Delong Co., Inc. or its successors in interest.

Motion carried 5-0-0

CONTRACT NO. 06-7 BETWEEN THE CITY OF EDGERTON AND THE KANSAS WATER OFFICE WAS CONSIDERED.

The City Administrator informed council that prior to joining Hillsdale Area Water Cooperative the City of Edgerton had a water marketing contract with the Kansas Water Office. With the beginning of 2013 the Water Marketing Contract for HAWC is now in effect. The recommendation was for the City of Edgerton to cancel its existing contract.

Motion by Cross, seconded by Wiseman to cancel Contract No. 06-7 between the City of Edgerton and the Kansas Water Office, motion carried 5-0-0.

ADJOURN

Motion by Powers, seconded by Cross, to adjourn.

Motion carried 5-0-0.

The meeting adjourned at 7:22 p.m.

Janeice L. Rawles, CMC

Approved by the Governing Body on XXXXXXXXXXXXXXXX

CITY OF EDGERTON

WATER SERVICE APPLICATION
OUTSIDE CITY LIMITS

JK
JAN 10:43AM

Date: 1-22-13

Applicant Information

Name of Individual(s) or Corporation: Evan Lloyd

Address:

28 E 2300 Road, Wellsville, KS

Person to Contact & Telephone Number: Evan Lloyd

~~913-599-6823~~ 913-558-6923

Property Information: *Proof of Ownership must be provided & attached to Application*

Name of all Owners of Property:

Evan Lloyd

Legal Description (attach separate sheet if necessary) See

attached Deed

Address: 28 E 2300 Road Wellsville, KS

Size of Meter Requested: 3/4

Present and/or Proposed Use Home 1 Residential

* * * * *

This Section completed by City of Edgerton

Date Application Received: 1-28-13 mrm

Proof of Ownership Attached: 1-31-13 mrm

Application Process Fee Paid: DD 1-28-13 mrm (\$ 75.00)

Water Meter Service Fee Paid: (\$ 7500.00)

Review by City Engineer (if required):

Review and Approval by Governing Body of Edgerton:

Draw a sketch showing approximate length, size, and material of pipe from city meter to house location:

See Attached

AGREEMENT FOR WATER SERVICE

This agreement, made on the 22 day of Jan, 2013 by and between Evan Lloyd, hereinafter called the CUSTOMER, and the CITY OF EDGERTON, a municipal Corporation of the State of Kansas, hereinafter called the CITY.

WITNESSETH, that the CUSTOMER, his heirs, successors and assigns, for and in consideration of the privilege of receiving water service from the Municipal Water system, agrees to the following:

1. The customer agrees to pay all costs of engineering, materials, labor, inspection and testing to install, repair and maintain the total length of service line from the city meter to the residence (or point of usage). The CUSTOMER shall be responsible for the installation and conformance with all applicable codes, rules, standards and regulations of all service lines, and connections on the Customer's premises.
2. The customer agrees to be responsible for the payment of monthly water statements based on the prevailing rate for gallons used and further agrees to abide by all rules and regulations of the city pertaining to billings, disconnections, and all provisions of Chapter XV, Article 1 of the Code of the City of Edgerton.
3. Customer agrees that backflow prevention devices shall be installed, at the customer's expense, prior to the connection of water service. Said devices and their installation are subject to the approval of the City.
4. The customer understands that water pressure and/or water volume is not guaranteed by the City of Edgerton.
5. The customer shall be responsible for any damage done to meters, meter settings, or for any tampering with the meter after disconnection for any reason and all appurtenances related thereto installed on their premises, by malicious intent, or from any other cause, except ordinary wear. No CUSTOMER or other person shall repair or remove any meter, meter setting or appurtenances or tamper with the meter after disconnection for any reason or break any seal or use any water without authority from the Water Department of the City of Edgerton, Kansas, nor tamper with the proper registration of any meter. The CUSTOMER shall be deemed responsible for any damage to said meter on his premises if occasioned by his negligent or intentional actions.

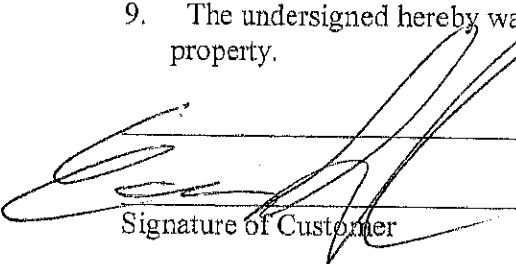
6. The customer further agrees, in consideration of the privilege of receiving water service from said CITY, that the execution of this agreement is considered a voluntary petition for annexation pursuant to the Kansas Statutes or any amendment thereto. The premises shall be subject to annexation at the option of the City at any time they are eligible under any one or more of the Kansas laws concerning annexation. The legal description of the subject premises is as follows:

The CUSTOMER acknowledges that this covenant for annexation is intended to be and is hereby made a covenant running with the land hereinabove described. This agreement is to be recorded in the office of the Register of Deeds of the County and that the CUSTOMER and all subsequent transferees, grantees, heirs, successors, and assigns of the CUSTOMER shall be bound by this annexation agreement.

7. The water use granted by this agreement is for the quantity of one 3/4 meter tap located on the property described in Paragraph 6, above. Any water furnished under this agreement shall not be used for irrigation purposes unless such use is specifically and separately approved by the City of Edgerton.

8. Severability Clause. If any provision of this agreement is declared unconstitutional, or the application thereof to any person or circumstance is held invalid, the constitutionality of the remainder of the agreement and its applicability to other persons and circumstances shall not be affected thereby.

9. The undersigned hereby warrants they are the sole owners of the above described property.



Signature of Customer

Approved by the City of Edgerton

City Official

WATER SERVICE - ANNEXATION AGREEMENT

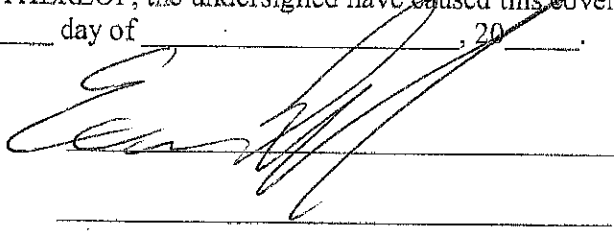
WHEREAS, the undersigned are the owners of record of the following described real property located in unincorporated areas of Douglas County adjacent or near the City of Edgerton, Kansas:

WHEREAS, the undersigned has requested the City of Edgerton to provide water service to the above described property.

NOW, THEREFORE, in consideration of the City of Edgerton agreeing to furnish water service to the above described property, the undersigned does give full and complete consent to the City of Edgerton to annex the above described property in accordance with the Laws of the State of Kansas at any time after the date of this agreement.

This covenant shall run with the land described and shall be binding upon the heirs, grantees, successors, and assigns of the undersigned.

IN WITNESS THEREOF, the undersigned have caused this covenant to be executed this _____ day of _____, 20____.



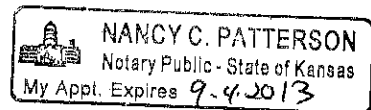
State of Kansas
County of _____

The foregoing instrument was acknowledged before me this 23RD day of JAN, 2013, by EVAN LLOYD WALKER

who is (are) personally known to me.

My commission expires: 9-4-2013

Nancy Patterson
Notary



28 E 2300th Rd

Wellsville, KS 66092

3 bed, 1 bath 2,127 sqft Single-Family Home

Public Record

Refinance your home

[View Your Credit](#)[Get Prequalified](#)

Photos (3 of 7)

Street View

Map

[View your Credit Score Instantly for - \\$0](#)

Listing Details

Description provided by Trulia

28 E 2300th Rd This is a Single-Family Home located at 28 East 2300th Road, Wellsville KS. 28 E 2300th Rd has 3 beds, 1 bath, and approximately 2,127 square feet. The property has a lot size of 4.49 acres and was built in 1900. The average list price for similar homes for sale is \$311,113. 28 E 2300th Rd is in the 66092 ZIP code in Wellsville, KS. The average list price for ZIP code 66092 is \$246,860.

Public Records for 28 E 2300th Rd

28 E 2300th Rd

Wellsville, KS 66092

3 bed, 1 bath 2,127 sqft Single-Family Home

Public Record

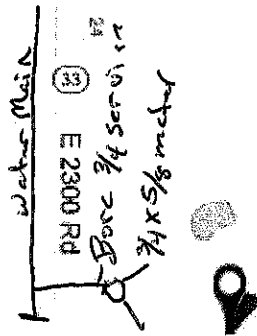
Refinance your home

[View Your Credit](#)[Get Prequalified](#)

Photos (3 of 7)

Street View

Map



Google

Map data ©2013 Google

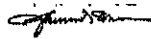
[View your Credit Score Instantly for - \\$0](#)

Listing Details

Description provided by Trulia

28 E 2300th Rd This is a Single-Family Home located at 28 East 2300th Road, Wellsville KS. 28 E 2300th Rd has 3 beds, 1 bath, and approximately 2,127 square feet. The property has a lot size of 4.49 acres and was built in 1900. The average list price for similar homes for sale is \$311,113. 28 E 2300th Rd is in the 66092 ZIP code in Wellsville, KS. The average list price for ZIP code 66092 is \$246,860.

Public Records for 28 E 2300th Rd



Submitted by & return to:
Silk Abstract Company
1000 Germantown Pike, J-4
Plymouth Meeting, PA 19462

Deed Prepared By: Title & Abstract REO, Inc
144 South White Horse Pike, Somerdale, NJ 08083

KANSAS SPECIAL WARRANTY DEED

KS-12-62232

706109337AC 706109337

THIS SPECIAL WARRANTY DEED is made by and between THE BANK OF NEW YORK MELLON, SUCCESSOR IN INTEREST TO JPMORGAN CHASE BANK, AS TRUSTEE FOR THE REGISTERED HOLDERS OF NOVASTAR MORTGAGE FUNDING TRUST, SERIES 2004-3 NOVASTAR HOME EQUITY LOAN ASSET-BACKED CERTIFICATES, SERIES 2004-3, by Attorney-in-Fact Ocwen Loan Servicing, LLC, whose address is 1661 Worthington Road, Suite 100, West Palm Beach FL 33409, as Grantor, and: EVAN LLOYD, as Grantee, whose address is: 28 EAST 2300 ROAD, WELLSVILLE, KS 66082.

WITNESSETH: THAT GRANTOR, in consideration of the sum of Seventy-One Thousand One Hundred Ninety-Nine and 00/100 Dollars (\$ 71,199.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by GRANTOR, does hereby Sell and Convey to GRANTEE, GRANTEE'S heirs and assigns, all of GRANTOR'S interest in the following described real property 28 EAST 2300 ROAD, WELLSVILLE, KS 66092, situated in the County of Douglas and State of Kansas, to wit:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 15 SOUTH, RANGE 21 EAST OF THE 6TH P.M., THENCE NORTH 00 DEGREES 02 MINUTES 21 SECONDS EAST 1328.58 FEET ALONG THE WEST LINE OF SAID 1/4 SECTION, THENCE NORTH 89 DEGREES 20 MINUTES 34 SECONDS EAST 33.0 FEET TO THE TRUE POINT OF BEGINNING, SAID POINT BEING ON THE EAST RIGHT OF WAY LINE OF STATE HIGHWAY 33, THENCE NORTH 00 DEGREES 02 MINUTES 21 SECONDS EAST 500.0 FEET ALONG SAID RIGHT OF WAY, THENCE NORTH 89 DEGREES 20 MINUTES 34 SECONDS EAST 435.0 FEET, THENCE SOUTH 00 DEGREES 02 MINUTES 21 SECONDS WEST 500.0 FEET ALONG A LINE PARALLEL TO THE WEST LINE OF SAID 1/4 SECTION, THENCE SOUTH 89 DEGREES 20 MINUTES 34 SECONDS WEST 435.0 FEET TO THE POINT OF BEGINNING, ALL IN DOUGLAS COUNTY, KANSAS, LESS THAT PART TAKEN FOR ROADS.

BEING the same premises which the District Court of Douglas County, Kansas, by deed dated 7/3/2012 and recorded 7/10/2012 in document number 430228 then granted and conveyed to JPMorgan Chase Bank, as Trustee for the registered holders of NovaStar Mortgage Funding Trust, Series 2004-3 NovaStar Home Equity Loan Asset-Backed Certificates, Series 2004-3

PARCEL: 195-15-0-00-00-005.02

SUBJECT TO easements, restrictions, reservations, and covenants of record, if any.

TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements, hereditaments and appurtenances, hereunto belonging or in any wise appertaining, forever. And Grantor for Grantor, Grantor's heirs, executors or administrators, does hereby covenant, promise and agree to and with Grantee that at the delivery of these presents Grantor's interest in the Property free clear, discharged and unencumbered of and from all other grants, titles, charges, estates, judgments, taxes, assessments and encumbrances, of what nature or kind so ever, by through or under Grantor, except as stated above and except for all taxes and assessments, general and special, not now due and payable; and that Grantor will warrant and forever defend the same unto Grantee, Grantee's heirs and assigns, against Grantor, Grantor's heirs, and all and every lawfully claiming or to claim the same, by, through or under Grantor, but not otherwise. If two or more persons constitute the Grantor or Grantee, the words Grantor and Grantee shall be construed to read Grantors or Grantees whenever the sense of this Deed requires.

IN WITNESS THEREOF, The Grantor has executed this instrument on 14 day of Nov, 2012.

THE BANK OF NEW YORK MELLON, SUCCESSOR IN INTEREST TO JPMORGAN CHASE BANK, AS TRUSTEE FOR THE REGISTERED HOLDERS OF NOVASTAR MORTGAGE FUNDING TRUST, SERIES 2004-3 NOVASTAR HOME EQUITY LOAN ASSET-BACKED CERTIFICATES, SERIES 2004-3 by Attorney-in-Fact Ocwen Loan Servicing, LLC

By: Ashley Kessler (SEAL)

Its: **Contract Management Coordinator**
Of Ocwen Loan Servicing, LLC, as attorney-in fact

STATE OF FLORIDA
COUNTY OF PALM BEACH

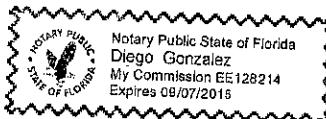
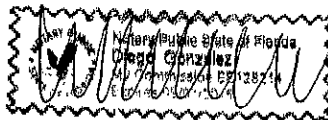
* OCWEN

I certify that on this 14 day of November, 2012, before me, the subscriber, a Notary Public of the State aforesaid, personally appeared Ashley Kessler **Contract Management Coordinator** ~~Ocwen~~ * Loan Servicing, LLC as attorney in fact for THE BANK OF NEW YORK MELLON, SUCCESSOR IN INTEREST TO JPMORGAN CHASE BANK, AS TRUSTEE FOR THE REGISTERED HOLDERS OF NOVASTAR MORTGAGE FUNDING TRUST, SERIES 2004-3 NOVASTAR HOME EQUITY LOAN ASSET-BACKED CERTIFICATES, SERIES 2004-3, whose name is subscribed to the within instrument, and acknowledged the foregoing deed to be his/her act under the authority of the Grantor and also certify, under penalties of perjury, that he/she is duly authorized to execute same and that the consideration recited herein is true and correct.

My Commission Expires: 9/7/15

Notary Public

Diego Gonzalez



CITY OF EDGERTON, KANSAS

COUNCIL AGENDA ITEM

Council Meeting Date: February 14, 2013

Agenda Item: Ordinance Authorizing Bonds and Bond Documents

Subject: Property Tax Abatement for DeLong Project

Summary:

The City adopted a Resolution of Intent on July 8, 2010 evidencing its intent to issue up to \$500,000,000 of industrial revenue bonds for the Logistics Park. The City has received an application for property tax abatement from The DeLong Co., Inc. for a project in the Logistics Park. DeLong desires to construct a grain and feed trans-loading facility, including a building for dumping trucks, a building for loading containers, multiple bins for receiving and loading equipment, parking for containers and trucks, and a small administrative space, to be located on approximately 8 acres of land at the northeast corner of 191st Street and Homestead Lane. On January 24, 2013, the City held a public hearing on this project and adopted a Resolution consenting to the assignment of \$7,500,000 of the Resolution of Intent to DeLong for the purpose of issuing industrial revenue bonds for this project.

Ordinance:

The Ordinance authorizes the City to issue up to \$7,500,000 of industrial revenue bonds for the DeLong project. This bond issue is commonly referred to as a “buy your own bonds bond issue.” DeLong will be both the lessee on the project and the owner of the bonds. When the bonds are issued, DeLong will deed the project to the City as is required by state law in order to provide a property tax abatement. The City will then lease the project back to DeLong. DeLong will be obligated to repurchase the project at the conclusion of the tax abatement.

The bonds will be limited obligations of the City. This means that the City has to make payments on the bonds to DeLong as the owner of the bonds only to the extent the City receives payments from DeLong pursuant to the lease. If lease payments from DeLong 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) Lease Agreement whereby the City will lease the project to DeLong for the term of the tax abatement;
- (c) Bond Purchase Agreement whereby DeLong agrees to acquire the Bonds;
- (d) Performance Agreement whereby DeLong agrees to make certain payments-in-lieu of tax payments; and
- (e) Origination Fee Agreement whereby DeLong agrees to pay the origination fee to the City over time.

[Summary Published in *The Gardner News* on February ___, 2013]

ORDINANCE NO. ____

AN ORDINANCE AUTHORIZING THE CITY OF EDGERTON, KANSAS, TO ISSUE INDUSTRIAL REVENUE BONDS (THE DELONG CO., INC. PROJECT) SERIES 2013, IN AN AGGREGATE MAXIMUM PRINCIPAL AMOUNT NOT TO EXCEED \$7,500,000, FOR THE PURPOSE OF PROVIDING FUNDS TO PAY THE COST OF ACQUIRING, PURCHASING, CONSTRUCTING, INSTALLING AND EQUIPPING A COMMERCIAL PROJECT, CONSISTING OF A GRAIN AND FEED TRANS-LOADING FACILITY, INCLUDING LAND, BUILDINGS, STRUCTURES, IMPROVEMENTS, FIXTURES, MACHINERY AND EQUIPMENT; AUTHORIZING THE CITY TO ENTER INTO A TRUST INDENTURE WITH THE TRUSTEE SET FORTH THEREIN; AUTHORIZING THE CITY TO ENTER INTO A LEASE AGREEMENT WITH THE DELONG CO., INC.; AUTHORIZING THE CITY TO ENTER INTO A BOND PURCHASE AGREEMENT IN CONNECTION WITH THE BONDS, AND AUTHORIZING AND APPROVING THE EXECUTION OF CERTAIN DOCUMENTS AND THE TAKING OF OTHER ACTIONS IN CONNECTION WITH THE ISSUANCE OF THE BONDS.

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 and industrial 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 Industrial Revenue Bonds (The DeLong Co., Inc. Project) Series 2013, in an aggregate maximum principal amount not to exceed \$7,500,000, for the purpose of acquiring, purchasing, constructing, installing and equipping a commercial project, consisting of a grain and feed trans-loading facility, including a building for dumping trucks, a building for loading containers, multiple bins for receiving and loading equipment, parking for containers and trucks, and a small administrative space, to be located on approximately 8 acres of land at the northeast corner of 191st Street and Homestead Lane in the City, including land, buildings, structures, improvements, fixtures, machinery and equipment (the “Project”), and that the City lease the Project to The DeLong Co., Inc., a Wisconsin corporation (the “Lessee”); 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 COUNCIL 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 Industrial Revenue Bonds (The DeLong Co., Inc. Project) Series 2013, in an aggregate maximum principal amount not to exceed \$7,500,000 (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.

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 the trustee set forth therein (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) Lease Agreement dated the date set forth therein (the “Lease”), between the City and the Lessee, 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 lease the Project to the Lessee, and the Lessee 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;

(c) Bond Purchase Agreement dated the date set forth therein (the “Bond Purchase Agreement”), between the City and the Lessee, as Purchaser;

(d) Performance Agreement dated the date set forth therein (the “Performance Agreement”), between the City and the Lessee; and

(e) Origination Fee Agreement dated the date set forth therein (the “Origination Fee Agreement”), between the City and the Lessee.

Section 4. Execution of Bond and Documents. The Mayor of the City is hereby authorized and directed to execute the Bonds and to deliver the Bonds to the Trustee for authentication for and on behalf of and as the act and deed of the City in the manner provided in the Indenture. The Mayor of the City is hereby authorized and directed to execute the Indenture, the Lease, the Bond Purchase Agreement, the Performance Agreement, the Origination Fee 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 Lease, the Bond Purchase Agreement, the Performance Agreement, the Origination Fee 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 Lease, the Performance Agreement, the Bond Purchase Agreement and the Origination Fee 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 Council of the City of Edgerton, Kansas, this 14th day of February, 2013.

Mayor

[SEAL]

ATTEST:

City Clerk

AGENDA ITEM INFORMATION FORM

Agenda Item: Consider Approval of Change Order #2 to the Design/Build Agreement with Burns and McDonnell/CAS Construction, LLC in the amount of \$2,450,000

Department: Administration

Background/Description of Item: In May 2012, the City of Edgerton approved a Design/Build Agreement with Burns and McDonnell/CAS Construction LLC for completion of design and construction of the Big Bull Creek Wastewater Treatment Facility and conveyance system.

In addition, the City of Edgerton entered into an agreement with the City of Gardner for Construction of Wastewater Improvements and Transportation and Treatment of Wastewater. This agreement anticipated the need for additional infrastructure to be constructed by the City of Gardner to connect Gardner's existing wastewater infrastructure to the Big Bull Creek conveyance system. The new infrastructure includes gravity interceptor northeast of 191st Street and Waverly, the Waverly lift station and the force main to connect Waverly lift station to the Big Bull Creek conveyance system.

Change Order #2 amends the design-build agreement with Burns and McDonnell/CAS Construction LLC for the design and construction of the Gardner infrastructure described above at a cost of \$2,450,000 with zero additional calendar days for construction. The entire cost of this change order will be funded by the City of Gardner. However, the City of Edgerton holds the contract with Burns and McDonnell/CAS Construction LLC; therefore, the City of Edgerton City Council considers the change order. The City of Gardner approved the change order and amended their Kansas Water Pollution Control Revolving Fund in the amount of \$2,629,000 on January 22, 2013.

Change Order #1 was approved by Edgerton City Council in August 2012. Change Order #1 was a zero-cost change order that added language (such as wage rate requirements, anti-discrimination, etc.) to the contract as required by Kansas Department of Health and Environment (KDHE).

Enclosures: Change Order #2

Recommendation: Approve an Change Order #2 to the Design/Build Agreement with Burns and McDonnell/CAS Construction, LLC in the amount of \$2,450,000

Funding Source: City of Gardner

Prepared by: Beth Linn, City Administrator
Date: February 14, 2013

CITY OF EDGERTON, KS
EDGERTON BIG BULL CREEK WWTP
MODIFICATIONS TO WWTP DESIGN-BUILD CONTRACT

CHANGE ORDER NO. 2

This Change Order No. 2 covers adjustments to the Contract Price and Contract Time which resulted from the changes in the work described herein.

Description of work – all labor, materials, equipment and supervision to make a complete and operable system for the Waverly Lift Station and Collection System as detailed in the drawings completed by Burns & McDonnell dated October 2012 - drawings P001 through and including P014. These drawings and all installed work are to be in compliance with the Gardner Technical Specifications for Public Improvement Projects dated May 2007 as may be applicable to this work.

Cost of change – A lump sum of \$2,450,000.00 which includes the following Allowances-

1.	Wetlands Restoration/Erosion Control	\$ 25,000.00
2.	Differing Site / Geology Issues	\$ 50,000.00
3.	HDD - Waverly - Creek Crossing	\$ 108,000.00
4.	Genset & ATS - Waverly Lift Station	\$ 50,000.00
5.	Seeding	\$ 15,000.00
6.	System Integration	\$ 15,000.00
7.	Conduit / Wire to motor actuated valve	\$ 42,528.00
8.	Water to Lift Station	\$ 10,000.00
9.	Gardner Power	\$ 50,000.00

<u>Total of all allowances</u>	<u>\$ 365,528.00</u>
---------------------------------------	-----------------------------

The allowance items listed above are included in the lump sum price below. Decisions will be made by the Owner for their use. In the event that the aggregate sum of the costs are in excess of the total allowance value, the Owner shall pay such additional cost. In the event that the aggregate sum of the costs are less than the total allowance value, the Owner shall be entitled to the amounts remaining. Costs associated with these items are to be at actual cost without additional markup.

Contract Time –

Original Contract Value : \$ 16,947,000.00

Amount This Lump Sum Change : \$ 2,450,000.00
(This amount includes all allowance values above)

Total Contract Value to Date : \$ 19,397,000.00

Contract time adjustment : 0 calendar days
(Contract time is based upon an authorized change to be executed no later than December 15, 2012. Calendar day adjustments will be a day-for-day adjustment for execution date later than this date.)

This change order includes all costs, direct, indirect, and consequential, and all changes in contract time arising from the work.

All other provisions of the contract remain unchanged.

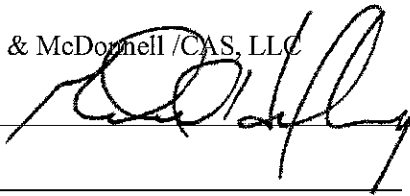
Agreed to this _____ day of _____, 201__

Approved:

Burns & McDonnell /CAS, LLC

By: _____

Date: _____



Approved:

City of Edgerton, KS

By: _____

Date: _____

AGENDA ITEM INFORMATION FORM

Agenda Item: Consider Approval of Supplemental Agreement No. 2 with BG Consultants, Inc. for Construction Observation Services Associated with the Big Bull Creek Wastewater Treatment Facility

Department: Administration

Background/Description of Item: In June 2012, the City of Edgerton entered into a Contract with BG Consultants, Inc. to provide construction observation services during the construction of the Big Bull Creek Wastewater Treatment Facility and Conveyance System (BBC WWTF).

In addition, the City of Edgerton entered into an agreement with the City of Gardner for Construction of Wastewater Improvements and Transportation and Treatment of Wastewater. This agreement anticipated the need for additional infrastructure to be constructed by the City of Gardner to connect Gardner's existing wastewater infrastructure to the Big Bull Creek conveyance system. The new infrastructure includes gravity interceptor northeast of 191st Street and Waverly, the Waverly lift station and the force main to connect Waverly lift station to the Big Bull Creek conveyance system.

Supplemental Agreement No. 2 amends the agreement with BG Consultants, Inc. to provide construction observation services during the construction of the Gardner infrastructure described above at a cost of \$175,000. The entire cost of this change order will be funded by the City of Gardner. However, the City of Edgerton holds the contract with BG Consultants, Inc.; therefore, the City of Edgerton City Council considers the supplemental agreement. The City of Gardner approved the additional services and amended their Kansas Water Pollution Control Revolving Fund in the amount of \$2,629,000 on January 22, 2013.

Enclosures: Supplemental Agreement No. 2 with BG Consultants, Inc. for Construction Observation Services Associated with the Big Bull Creek Wastewater Treatment Facility

Recommendation: Approve Supplemental Agreement No. 2 with BG Consultants, Inc. for Construction Observation Services Associated with the Big Bull Creek Wastewater Treatment Facility

Funding Source: N/A

Prepared by: Beth Linn, City Administrator
Date: February 8, 2013

**Supplemental Agreement No. 2
to
Agreement – Consultant-Client
Between
The City of Edgerton, Kansas and BG Consultants, Inc.
For
Construction Observation Services for Big Bull Wastewater Treatment Facility
Edgerton, Kansas**

The purpose of this Supplement No. 2 is to modify the scope of services of the original contract. The **City of Edgerton, Kansas**, hereinafter called the CLIENT, and **BG Consultants, Inc.**, hereinafter called the CONSULTANT, were parties to the original agreement. This agreement is a supplement to the AGREEMENT between the City of Edgerton, Kansas and BG Consultants, Inc. dated June 14, 2012.

SECTION I – SCOPE OF SERVICES

Under the terms of Supplemental Agreement No. 2, the CLIENT and CONSULTANT agree to modify the AGREEMENT as follows:

Add the following section to Exhibit 1, Item 1:

b. Provide professional services described as follows: Provide construction engineering services for the construction of the Waverly Lift Station and Collection System in Gardner, Kansas as shown in the Contract Drawings prepared by Burns & McDonnell.

SECTION II – COMPENSATION

As compensation for the additional services required as described in Section I, the CLIENT agrees to pay the CONSULTANT a fee based on the actual hours expended on the Project at the rates indicated in Exhibit 2 of the AGREEMENT, but not to exceed a maximum fee of **\$175,000.00**.

Billing procedures and all other items pertaining to compensation are as described in the Agreement for Construction Observation Services for Big Bull Wastewater Treatment Facility between the City of Edgerton, Kansas and BG Consultants, dated June 14, 2012.

SECTION III – OTHER MATTERS

It is mutually agreed and understood that all terms of the original Agreement, not specifically revised by this Supplement No. 2, shall remain unchanged and in full force.

IN WITNESS WHEREOF, the parties have executed this Supplement No. 2 on this _____ day of _____, 2012.

City of Edgerton, Kansas
CLIENT

By _____

Title _____

Date _____

BG Consultants, Inc.
CONSULTANT

By _____
David J. Hamby, P.E.

Title Principal

Date _____

GENERAL FUND
2012 FOURTH QUARTER FINANCIAL REPORT

	Year-to-Date	Budget	% Used	Remaining
REVENUE				
1 Taxes	\$ 1,506,335.34	\$ 1,303,706.00	115.54%	\$ (202,629.34)
2 Licenses & Permits	\$ 6,633.41	\$ 78,125.00	8.49%	\$ 71,491.59
4 Charges for Services	\$ 128,203.60	\$ 158,162.00	81.06%	\$ 29,958.40
5 Fines & Forfeitures	\$ 12,439.63	\$ 19,558.00	63.60%	\$ 7,118.37
6 Investment Income	\$ 1,431.75	\$ 5,000.00	28.64%	\$ 3,568.25
7 Miscellaneous	\$ 14,527.79	\$ 90,000.00	16.14%	\$ 75,472.21
	<u>\$ 1,669,571.52</u>	<u>\$ 1,654,551.00</u>	<u>100.91%</u>	<u>\$ (15,020.52)</u>
EXPENDITURE				
General Government				
1 Personal Services	\$ 241,076.79	\$ 258,429.00	93.29%	\$ 17,352.21
2 Commodities	\$ 68,473.80	\$ 61,820.00	110.76%	\$ (6,653.80)
3 Contractural	\$ 217,270.90	\$ 196,000.00	110.85%	\$ (21,270.90)
4 Capital Outlay	\$ 484.00	\$ 500.00	96.80%	\$ 16.00
7 Non-Budgetary	\$ 33,034.42	\$ 43,300.00	76.29%	\$ 10,265.58
	<u>\$ 560,339.91</u>	<u>\$ 560,049.00</u>	<u>100.05%</u>	<u>\$ (290.91)</u>
Law Enforcement				
1 Personal Services	\$ 11,280.04	\$ 200.00	5640.02%	\$ (11,080.04)
2 Commodities	\$ 3,612.82	\$ 2,500.00	144.51%	\$ (1,112.82)
3 Contractural	\$ 208,302.41	\$ 317,050.00	65.70%	\$ 108,747.59
4 Capital Outlay	\$ 192.00	\$ 500.00	38.40%	\$ 308.00
	<u>\$ 223,387.27</u>	<u>\$ 320,250.00</u>	<u>69.75%</u>	<u>\$ 96,862.73</u>
Streets				
1 Personal Services	\$ 111,024.05	\$ 179,649.00	61.80%	\$ 68,624.95
2 Commodities	\$ 39,884.22	\$ 178,163.00	22.39%	\$ 138,278.78
3 Contractural	\$ 21,555.55	\$ 20,000.00	107.78%	\$ (1,555.55)
4 Capital Outlay	\$ 281.46			\$ (281.46)
7 Non-Budgetary	\$ 129.68	\$ 37,256.00	0.35%	\$ 37,126.32
	<u>\$ 172,874.96</u>	<u>\$ 415,068.00</u>	<u>41.65%</u>	<u>\$ 242,193.04</u>

GENERAL FUND
2012 FOURTH QUARTER FINANCIAL REPORT

	Year-to-Date	Budget	% Used	Remaining
Parks				
1 Personal Services	\$ -	\$ 26,780.00	0.00%	\$ 26,780.00
2 Commodities	\$ 23,958.01	\$ 61,560.00	38.92%	\$ 37,601.99
3 Contractural	\$ 16,244.02	\$ 3,400.00	477.77%	\$ (12,844.02)
4 Capital Outlay	\$ 1,274.96	\$ 7,500.00	17.00%	\$ 6,225.04
7 Non-Budgetary	\$ 1,998.75	\$ 50,320.00	3.97%	\$ 48,321.25
	<u>\$ 43,475.74</u>	<u>\$ 149,560.00</u>	<u>29.07%</u>	<u>\$ 106,084.26</u>
Auditorium				
2 Commodities	\$ 4,074.82	\$ 1,168.00	348.87%	\$ (2,906.82)
3 Contractural	\$ 276.00	\$ 7,500.00	3.68%	\$ 7,224.00
4 Capital Outlay	\$ 10,156.64	\$ 13,598.00	74.69%	\$ 3,441.36
6 Transfers	\$ 1,050.00	\$ 500.00	210.00%	\$ (550.00)
	<u>\$ 15,557.46</u>	<u>\$ 22,766.00</u>	<u>68.34%</u>	<u>\$ 7,208.54</u>
Planning				
2 Commodities	\$ -	\$ 5,100.00	0.00%	\$ 5,100.00
3 Contractural	\$ 33,021.02	\$ 70,000.00	47.17%	\$ 36,978.98
4 Capital Outlay	\$ 1,947.77	\$ -		\$ (1,947.77)
	<u>\$ 34,968.79</u>	<u>\$ 75,100.00</u>	<u>46.56%</u>	<u>\$ 40,131.21</u>
Intermodal				
3 Contractural	\$ 89,481.01	\$ -		\$ (89,481.01)
	<u>\$ 89,481.01</u>	<u>\$ -</u>		<u>\$ (89,481.01)</u>
Employee Benefits				
1 Personal Services	\$ 102,327.15	\$ 141,851.00	72.14%	\$ 39,523.85
	<u>\$ 102,327.15</u>	<u>\$ 141,851.00</u>	<u>72.14%</u>	<u>\$ 39,523.85</u>
TOTAL REVENUE	\$ 1,669,571.52	\$ 1,654,551.00	100.91%	\$ (15,020.52)
TOTAL EXPENDITURE	\$ 1,242,412.29	\$ 1,684,644.00	73.75%	\$ 442,231.71
DIFFERENCE	\$ 427,159.23	\$ (30,093.00)		

WATER FUND
2012 FOURTH QUARTER FINANCIAL REPORT

	Year-to-Date	Budget	% Used	Remaining
REVENUE				
Non-Departmental				
4 Charges for Services	\$ 431,147.37	\$ 419,744.00	102.72%	\$ (11,403.37)
5 Fines & Forfeitures	\$ 13,365.03	\$ 6,565.00	203.58%	\$ (6,800.03)
6 Investment Income	\$ 934.43	\$ 1,850.00	50.51%	\$ 915.57
7 Miscellaneous	\$ 229.87	\$ -		\$ (229.87)
9 Other Sources	\$ 8,262.17	\$ -		\$ (8,262.17)
	<u>\$ 453,938.87</u>	<u>\$ 428,159.00</u>	<u>106.02%</u>	<u>\$ (25,779.87)</u>
EXPENDITURE				
Production				
1 Personal Services	\$ -	\$ -		\$ -
2 Commodities	\$ -	\$ 921.00	0.00%	\$ 921.00
3 Contractural	\$ 150,800.70	\$ 142,229.00	106.03%	\$ (8,571.70)
4 Capital Outlay	\$ -	\$ -		\$ -
7 Non-Budgetary	<u>\$ 150,800.70</u>	<u>\$ 143,150.00</u>	<u>105.34%</u>	<u>\$ (7,650.70)</u>
Distribution				
1 Personal Services	\$ 61,030.24	\$ 28,168.00	216.67%	\$ (32,862.24)
2 Commodities	\$ 10,784.67	\$ 9,954.00	108.35%	\$ (830.67)
3 Contractural	\$ 15,587.63	\$ 466.00	3344.98%	\$ (15,121.63)
4 Capital Outlay	\$ -	\$ -		\$ -
7 Non-Budgetary	<u>\$ -</u>	<u>\$ -</u>		<u>\$ -</u>
	<u>\$ 87,402.54</u>	<u>\$ 38,588.00</u>	<u>226.50%</u>	<u>\$ (48,814.54)</u>
Commercial & General				
1 Personal Services	\$ 1,943.31	\$ 3,500.00	55.52%	\$ 1,556.69
2 Commodities	\$ 12,629.30	\$ 10,848.00	116.42%	\$ (1,781.30)
3 Contractural	\$ 11,702.86	\$ 11,900.00	98.34%	\$ 197.14
4 Capital Outlay	\$ 55.00	\$ 90,250.00	0.06%	\$ 90,195.00
6 Transfers	\$ 30,435.43	\$ -		\$ (30,435.43)
	<u>\$ 56,765.90</u>	<u>\$ 116,498.00</u>	<u>48.73%</u>	<u>\$ 59,732.10</u>

WATER FUND
2012 FOURTH QUARTER FINANCIAL REPORT

	Year-to-Date	Budget	% Used	Remaining
Employee Benefits				\$ -
1 Personal Services	\$ 17,792.77	\$ 39,162.00	45.43%	\$ 21,369.23
	<u>\$ 17,792.77</u>	<u>\$ 39,162.00</u>	<u>45.43%</u>	<u>\$ 21,369.23</u>
 TOTAL REVENUE	 \$ 453,938.87	 \$ 428,159.00	 106.02%	 \$ (25,779.87)
TOTAL EXPENDITURE	\$ 312,761.91	\$ 337,398.00	92.70%	\$ 24,636.09
 DIFFERENCE	 \$ 141,176.96	 \$ 90,761.00		

**SEWER FUND
2012 FOURTH QUARTER FINANCIAL REPORT**

	Year-to-Date	Budget	% Used	Remaining
REVENUE				
Non-Departmental				
4 Charges for Services	\$ 115,982.07	\$ 154,079.00	75.27%	\$ 38,096.93
6 Investment Income	\$ 368.89	\$ 1,450.00	25.44%	\$ 1,081.11
7 Miscellaneous	\$ -	\$ -		\$ -
9 Other Sources	\$ -	\$ -		\$ -
	<u>\$ 116,350.96</u>	<u>\$ 155,529.00</u>	<u>74.81%</u>	<u>\$ 39,178.04</u>
EXPENDITURE				
Treatment Plant				
1 Personal Services	\$ 43,580.54	\$ 36,267.00	120.17%	\$ (7,313.54)
2 Commodities	\$ 35,270.06	\$ 39,967.00	88.25%	\$ 4,696.94
3 Contractural	\$ 9,633.74	\$ 6,837.00	140.91%	\$ (2,796.74)
4 Capital Outlay	\$ 296.96	\$ -		\$ (296.96)
7 Non-Budgetary	\$ 320.00	\$ -		\$ (320.00)
	<u>\$ 89,101.30</u>	<u>\$ 83,071.00</u>	<u>107.26%</u>	<u>\$ (6,030.30)</u>
Sewer Line Maintenance				
2 Commodities	\$ 3,699.50	\$ 820.00	451.16%	\$ (2,879.50)
3 Contractural	\$ 2,219.27	\$ 2,021.00	109.81%	\$ (198.27)
4 Capital Outlay	\$ 19.06	\$ -		\$ (19.06)
7 Non-Budgetary	\$ 123.50	\$ 106.00	116.51%	\$ (17.50)
	<u>\$ 6,061.33</u>	<u>\$ 2,947.00</u>	<u>205.68%</u>	<u>\$ (3,114.33)</u>
Mechanical				
Commodities	\$ 4,970.03	\$ 3,284.00	151.34%	\$ (1,686.03)
3 Contractural	\$ -	\$ 395.00	0.00%	\$ 395.00
4 Capital Outlay	\$ -	\$ 100.00	0.00%	\$ 100.00
	<u>\$ 4,970.03</u>	<u>\$ 3,779.00</u>	<u>131.52%</u>	<u>\$ (1,191.03)</u>
Commercial & General				
1 Personal Services	\$ 1,106.35	\$ 500.00	221.27%	\$ (606.35)
2 Commodities	\$ 3,194.81	\$ 1,537.00	207.86%	\$ (1,657.81)
3 Contractural	\$ 46,308.87	\$ 4,000.00	1157.72%	\$ (42,308.87)

SEWER FUND
2012 FOURTH QUARTER FINANCIAL REPORT

	Year-to-Date	Budget	% Used	Remaining
4 Capital Outlay	\$ -	\$ 150,200.00	0.00%	\$ 150,200.00
6 Transfers	\$ -	\$ -		\$ -
	<u>\$ 50,610.03</u>	<u>\$ 156,237.00</u>	<u>32.39%</u>	<u>\$ 105,626.97</u>
Employee Benefits				
1 Personal Services	\$ 15,037.82	\$ 18,775.00	80.09%	\$ 3,737.18
	<u>\$ 15,037.82</u>	<u>\$ 18,775.00</u>	<u>80.09%</u>	<u>\$ 3,737.18</u>
TOTAL REVENUE	\$ 116,350.96	\$ 155,529.00	74.81%	\$ 39,178.04
TOTAL EXPENDITURE	\$ 165,780.51	\$ 264,809.00	62.60%	\$ 99,028.49
DIFFERENCE	\$ (49,429.55)	\$ (109,280.00)		

Date: February 8, 2013

To: Mayor and City Council

From: Beth Linn, City Administrator

Re: 2012 Fourth Quarter Code Enforcement Report

Background

In April 2012, the Edgerton City Council approved the addition of a full-time Code Enforcement/Animal Control Officer. When the City Council authorized the new position, the Council discussed the desire for the Code Enforcement/Animal Control officer to use community outreach and education as the first option in the toolbox of methods to address code concerns throughout the City.

The City of Edgerton receives code enforcement concerns from two main sources: submission by a citizen or observation by the officer. Once received if there is a violation of city code, the Code Enforcement/Animal Control officer often first tries to reach the resident via personal communication (i.e. phone, knock on door, door hanger, etc.). If unable to reach the resident via this method, the Officer will send a courtesy letter describing the concern requesting the resident to contact for more information.

While the City has the option to issue formal Orders of Violation, the staff initial attempts by personal communication or courtesy letter can often abate the concern.

Fourth Quarter Statistics Summary

Below is a summary of types of cases that have been administered by Animal Control and Code Enforcement during the fourth quarter of 2012.

ANIMAL CONTROL

Barking	3	7%
Animal Welfare	9	19%
Deceased Animal	2	4%
Dog at Large	23	50%
Cat at Large	5	11%
Wildlife Removal	4	9%
Total Cases	46	

Ninety-three (93%) percent of the animals acquired at-large by the Officer were returned to the pet owner.

CODE ENFORCEMENT

Inoperable Vehicle	27	47%
Tall Grass/Weeds	5	9%
Fence/Structure in Need of Repair	3	5%
Storage of Boats/RVs/ Trailers	10	17%
Junk/Trash/Debris	13	22%
Total Cases	58	

Of the 58 cases listed above, seventy (70%) of those cases have been abated. Thirty percent remain in process. Of those that were abated, ninety-one (91%) were abated through personal communication by the Code Enforcement Officer (via in-person or door hanger).

Community Outreach and Education

In September, city staff partnered with Edgerton United Methodist Church for their First Annual "Have a N.I.C.E. Day" (Neighbors In Community of Edgerton). The Code Enforcement Officer identified two individuals who had city code violations on their project but did not have the means to abate those violations. By partnering together, the violations were abated and residents were assisted by members of the community.

City staff created two brochures to assist in community outreach and education regarding city regulations. One brochure focuses on animal and the other on property maintenance. Both are also available on the website at <https://www.edgertonks.org/for-residents/codes-and-neighborhood-services.aspx>.

Upcoming Activities

The animal license period for cats and dogs begins each year in January. Staff has been working to remind pet owners to make sure their pets are current on their rabies vaccines and renew their pet license. There will be a license renewal form in the next newsletter that residents may choose to send in with a copy of their rabies vaccination for their convenience.

In addition, staff has set the dates and times for the annual Low Cost Dog and Cat Rabies Clinic at 307 E. Nelson St. in downtown Edgerton. Those dates are listed below with a flyer attached to the report. Flyers have also been placed around town and in the newsletter to encourage residents to vaccinate their pets.

Dog Clinic - Friday, March 8 at 5:00 p.m.

Cat Clinic - Friday, March 29 at 5:00 p.m.



City of Edgerton's Annual Low Cost Vaccine Clinic

The City of Edgerton will hold the annual dog and cat clinics in March. According to City code, every dog and cat over six months of age must have a current rabies vaccination and a City pet License. City pet licenses are valid January 1 – December 31.
All animals must be registered by April 1st to avoid penalty.

Dog Clinic

Friday, March 8 at 5:00 p.m.

Cat Clinic

Friday, March 29 at 5:00 p.m.

307 E. Nelson St. in downtown Edgerton

Rabies Vaccine	\$10
Distemper/Rabies	\$25
City License	\$5
Microchip	\$15

Please call Charlie Lydon, Code Enforcement Officer, at 913.893.6231 x119 if you have any questions.

