

**EDGERTON CITY COUNCIL
MEETING AGENDA
CITY HALL, 404 EAST NELSON STREET
September 23, 2021
7:00 P.M.**

Call to Order

1. **Roll Call** ____ Roberts ____ Longanecker ____ Lewis ____ Brown ____ 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 from September 9, 2021 Regular City Council Meeting
5. Approve Resolution No. 09-23-21A Establishing Fees and Rates for Permits, Licenses and Services with the City of Edgerton, Kansas
6. Approve Ordinance No. 2097 Amending Section 14-205 Of Article 2 Of Chapter XIV Of The City Code To Include Parking Restrictions On East Nelson Between East Third Street And East Fourth Street

Motion: _____ Second: _____ Vote: _____

Regular Agenda

7. **Declaration.** At this time Council members may declare any conflict or communication they have had that might influence their ability to impartially consider today's issues.
8. **Public Comments.** Persons who wish to address the City Council regarding items on the agenda may do so when called upon by the Mayor. Comments on items not on the agenda, personnel matters or matters pending before court/other outside tribunals are not permitted. Please notify the City Clerk if you wish to speak by signing in at the meeting. Speakers must provide their name and address for the record and are limited to three (3) minutes. Any presentation is for informational purposes only. No action will be taken.
9. **Introduction.** Dan Merkh, Public Works Director, Introduces New Employees for the Public Works Department.

Business Requiring Action

10. **CONSIDER RESOLUTION NO. 09-23-21B PROVIDING FOR NOTICE OF A PUBLIC HEARING TO CONSIDER THE ESTABLISHMENT OF A COMMUNITY IMPROVEMENT DISTRICT (WOODSTONE PROJECT)**

Motion: _____ Second: _____ Vote: _____

11. **CONSIDER RESOLUTION NO. 09-23-21C PROVIDING FOR NOTICE OF A PUBLIC HEARING TO CONSIDER ADOPTION OF REDEVELOPMENT PROJECT PLAN B1 FOR THE HOMESTEAD LANE RETAIL TIF DISTRICT**

Motion: _____ Second: _____ Vote: _____

12. CONSIDER AWARD CONTRACT FOR 2021 CDBG 7TH AND NELSON SANITARY SEWER REHABILITATION PROJECT

Motion: _____ Second: _____ Vote: _____

13. CONSIDER A PROFESSIONAL SERVICES AGREEMENT WITH RENAISSANCE INFRASTRUCTURE CONSULTING TO PROVIDE CONSTRUCTION INSPECTION SERVICES FOR THE 2021 CDBG 7TH AND NELSON SANITARY SEWER REHABILITATION PROJECT

Motion: _____ Second: _____ Vote: _____

14. Report by the City Administrator

- Status Update on 502 E 2nd Street

15. Report by the Mayor

16. Future Meeting Reminders:

- October 12th: Planning Commission Meeting – 7:00PM
- October 14th: City Council Meeting – 7:00PM
- October 28th: City Council Meeting – 7:00PM
- November 9th: Planning Commission Meeting – 7:00PM
- November 18th: City Council Meeting – 7:00PM
- December 9th: City Council Meeting – 7:00PM
- December 14th: Planning Commission Meeting – 7:00PM

17. Adjourn Motion: _____ Second: _____ Vote: _____

EVENTS

September 24th: Escape Room at Community Hall
September 27th: Prehistoric Paleontologists (Kids Dino Program)
September 29th: Hillsdale Watershed Program
October 1st: Craft Night at City Hall
October 2nd: Bull Creek Birds
October 12th: Tales for Tots
October 14th: Poison Apples and Potions – ½ Day Camp at City Hall
October 30th: Mildale Farm Fall Festival
October 31st: SpookEton Halloween Fest

City of Edgerton, Kansas
Minutes of City Council Regular Session
September 9, 2021

A Regular Session of the City Council (the Council) was held in the Edgerton City Hall, 404 E. Nelson, Edgerton, Kansas on September 9, 2021. The meeting convened at 7:04 PM with Mayor Roberts presiding.

1. ROLL CALL

Clay Longanecker	present
Josh Lewis	present
Josh Beem	present
Jody Brown	present

With a quorum present, the meeting commenced.

Staff in attendance:

- City Administrator Beth Linn
- City Attorney Lee Hendricks
- Planning and Zoning Coordinator Chris Clinton
- Finance Director Karen Kindle
- Accountant Justin Vermillion
- CIP Manager Brian Stanley
- Public Works Superintendent Trey Whitaker
- Marketing & Communications Manager Kara Banks

2. WELCOME

3. PLEDGE OF ALLEGIANCE

Consent Agenda

4. Approve Minutes from August 26, 2021 Regular City Council Meeting
5. Approve Resolution No. 09-09-21A Waiving the City's Compliance with Generally Accepted Accounting Principles for Financial Reporting and Causing Such Reports to be Prepared in Compliance with the Cash Basis and Budget Laws of the State of Kansas.

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

Regular Agenda

6. **Declaration.** No Councilmember had anything to declare at this time.

7. Proclamation.

Mayor Roberts stated he was in Hawaii for a retirement ceremony for Senior Chief Petty Officer Jon David Crawford. He explained Senior Chief Petty Officer Crawford grew up in Edgerton and has been in the Navy for many years. He said the United States has been in conflict while he has been serving.

Mayor Roberts said Senior Chief Petty Officer Crawford was working on communications in a dock in Pearl Harbor when the first plane flew into the World Trade Center on September 11, 2001. Shortly after that, the US went to DEFCON 3 and the message was sent to him encrypted from Washington, D.C. Senior Chief Petty Officer Crawford knew there were no training exercises planned and he was decoding the first message when the US went to DEFCON 4, which means the US is at war. He had to go wake the Admiral of the ship and inform the Admiral the US was at war. Luckily, the Admiral was already awake as it was the middle of the night in Hawaii.

Mayor Roberts read the Proclamation which proclaimed September 9, 2021 as Senior Chief Petty Officer Jon David Crawford Day in the City of Edgerton. Mayor Roberts stated the Proclamation will be framed and sent to Senior Chief Petty Officer Crawford who has honorably served the nation and has seen action on the front lines in the Middle East.

Mayor Roberts encourages all who come in contact with a veteran to thank them for their service.

8. Public Comments.

There were no public comments made at this time.

9. Presentation by James Oltman, President of ElevateEdgerton!.

Mr. James Oltman, President of ElevateEdgerton!, approached the Council. He explained ElevateEdgerton! has been working on a new marketing campaign to bring more recognition to the community of Edgerton. It is going to be a multi-faceted and multi-medium campaign and centers on Edgerton's story. Mr. Oltman presented a video to the council. After the video, he stated Edgerton is usually associated with Logistics Park Kansas City (LPKC), but LPKC is only one small chapter of Edgerton. He said it is time for people to explore Edgerton and everything the community has to offer. The campaign publicly kicks off tomorrow, September 10, 2021. The Council stated the video was great and they look forward to the campaign.

Business Requiring Action

10. CONSIDER A THREE-YEAR AGREEMENT WITH VARNEY & ASSOCIATES, CPAS, LLC, TO PREPARE THE CITY'S FINANCIAL AUDIT FOR FISCAL YEARS 2021, 2022 AND 2023

Ms. Karen Kindle, Finance Director, approached the Council. She stated City Staff issued a Request for Proposals (RFP) for Audit Services on June 21, 2021. The request was for proposals for financial audit services for the fiscal years ending 2021, 2022, and 2023. The previous RFP for audit services was done for the 2015 financial statements. The RFP was e-mailed to a list of firms doing business with other government clients and firms who submitted a proposal to the City's prior RFP. Ms. Kindle said the RFP was also distributed to ElevateEdgerton! members and placed on the City's website. Proposals were due by July 23, 2021. The City received five (5) proposals and two (2) decline letters. Ms. Kindle informed the Council the proposals are summarized in the packet provided.

Ms. Kindle explained City Staff reviewed the proposals and interviewed 2 firms: Gordon CPA, LLC and Varney & Associates CPAs, LLC. While both firms interviewed are qualified to perform the audit and can meet the City's timeline for fieldwork and delivery of the final audit report, City Staff felt that Varney & Associates understands the complexities in the City's accounting processes that other similar sized towns in Kansas do not experience. In addition, Varney & Associates has at least one (1) auditor that has worked as a city clerk in a city that used the same accounting software as Edgerton. Ms. Kindle said Varney & Associates expressed their commitment to continuous education and training of not only their staff, but their clients as well. Specifically, they are now offering annual training for clients on the Kansas Municipal Audit and Accounting Guide (KMAAG). She stated Varney & Associates also proactively provides communications to clients regarding regulatory changes and other matters that might affect client operations. Additionally, Varney & Associates has a payroll tax expert on staff, which is a free resource that the City has utilized several times in the past few years. Ms. Kindle said the engagement letter is still pending City Attorney review and approval and if approved by the Council, it will be subject to approval by the City Attorney, which was provided early today.

Councilmember Lewis moved to approve a 3-year contract with Varney & Associates, CPAs, LLC to prepare the City's financial audit for fiscal years 2021, 2022 and 2023. Councilmember Longanecker seconded the motion. The 3-year contract with Varney & Associates, CPAs, LLC was approved, 4-0.

Mayor Roberts said Varney & Associates has worked a lot in Kansas and is a great resource for the City to use. The City has received high audit scores with previous auditors, and he looks forward in continuing that trend with Varney & Associates.

11. CONSIDER ORDINANCE NO. 2095 ADOPTING THE RECOMMENDATION OF THE EDGERTON PLANNING COMMISSION TO APPROVE APPLICATION ZA2021-07 FOR THE REZONING OF APPROXIMATELY 9.88 ACRES OF LAND LOCATED NORTHEAST OF THE INTERSECTION OF 191ST STREET AND MONTROSE STREET IN EDGERTON, KANSAS FROM JOHNSON COUNTY RURAL "RUR" (RURAL DISTRICT) ZONING TO CITY OF EDGERTON "L-P" (LOGISTICS PARK) ZONING DISTRICT.

Ms. Beth Linn, City Administrator, addressed the Council. She said the City of Edgerton has received rezoning Application ZA2021-07 from Dennis Cohlmlia, representative of Cohlmlia, LLC requesting the rezoning of a 9.88-acre parcel located northeast of the intersection of 191st Street and Montrose Street in Edgerton, Kansas from Johnson County "RUR" zoning to City of Edgerton "L-P" Logistics Park zoning. She stated the parcel was annexed into the City of Edgerton on June 10, 2021. The current zoning designation of RUR is considered a holding designation and thus an appropriate zoning designation is required under the City of Edgerton Unified Development Code (UDC). This request is to rezone the parcel to L-P, Logistics Park District, with the intent of expanding the current cargo container storage operation of JB Hunt located on the adjacent parcel directly to the west.

Ms. Linn stated City Staff reviewed this rezoning application with respect the Edgerton Comprehensive Plan, the Edgerton UDC Zoning and Subdivision Regulations, and the laws of

the State of Kansas, in particular the "Golden Criteria" as established by the Supreme Court of Kansas in 1978. She explained the Planning Commission held a Public Hearing on August 10, 2021 regarding this rezoning request and voted 4-0 to recommend approval of Application ZA2021-07 subject to the following stipulations:

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

Ms. Linn stated copies of the Staff Report and draft minutes are included in the packet. City Staff has not received any further public comment for this application following the action by the Planning Commission. The City Attorney has prepared the enclosed draft ordinance approving the recommendation of the Planning Commission based on the Planning Commission Staff Report.

Councilmember Longanecker inquired to what is west of the subject parcel. Ms. Linn answered the north half of the parcel is the current JB Hunt facility and the southern half remains a parcel with a single-family home.

Councilmember Lewis motioned to approved Ordinance No. 2095 adopting the recommendation of the Edgerton Planning Commission to approve Application ZA2021-07 for the rezoning of approximately 9.88 acres of land located northeast of the intersection of 191st Street and Montrose Street in Edgerton, Kansas from Johnson County "RUR" (Rural District) zoning to City of Edgerton "L-P" (Logistics Park) zoning district. Councilmember Longanecker seconded the motion. Ordinance No. 2095 was approved, 4-0.

12. CONSIDER ORDINANCE NO. 2096 ADOPTING THE RECOMMENDATION OF THE EDGERTON PLANNING COMMISSION TO APPROVE APPLICATION ZA2021-08 FOR THE REZONING OF APPROXIMATELY 9.89 ACRES OF LAND LOCATED NORTHEAST OF THE INTERSECTION OF 191ST STREET AND MONTROSE STREET IN EDGERTON, KANSAS FROM JOHNSON COUNTY RURAL "RUR" (RURAL DISTRICT) ZONING TO CITY OF EDGERTON "L-P" (LOGISTICS PARK) ZONING DISTRICT.

Ms. Linn stated this parcel is adjacent to the previous parcel to the east. She stated all of the information relayed regarding the previous parcel are the same.

Councilmember Lewis motioned to approved Ordinance No. 2096 adopting the recommendation of the Edgerton Planning Commission to approve Application ZA2021-08 for the rezoning of approximately 9.89 acres of land located northeast of the intersection of 191st Street and Montrose Street in Edgerton, Kansas from Johnson County "RUR" (Rural District) zoning to City of Edgerton "L-P" (Logistics Park) zoning district. Councilmember Longanecker seconded the motion. Ordinance No. 2096 was approved, 4-0.

13. CONSIDER RESOLUTION NO. 09-09-21B CONSENTING TO BOND DOCUMENT AMENDMENTS TO EXTEND THE MATURITY DATE OF THE CITY'S INDUSTRIAL REVENUE BONDS (MY STORE III, INC. PROJECT), SERIES 2020

Mr. Scott Anderson, Bond Counsel, spoke before the Council. He stated My Store III, Inc, the Developer, is acquiring, constructing, and equipping a truck stop, truck maintenance facility, truck wash, and in-store and stand-alone restaurant space, located on approximately twelve (12) acres of land east of Homestead Lane and north of Interstate 35 (I-35) in Edgerton, Kansas, the Project. The Developer requested that the City finance the Project with Industrial Revenue Bonds (IRBs) to enable the Developer to obtain a sales tax project exemption certificate for the Project. The City issued bonds for the Project on December 3, 2020 and the bonds mature on December 1, 2021.

Mr. Anderson stated the Developer previously requested that the development agreement for the Tax Increment Financing (TIF) project plan be amended to allow the Developer to have additional time to complete the Project because of building supply delays. The City agreed and extended the completion deadline until October 1, 2022. The Developer is now requesting that the bond documents be amended to also provide additional time to complete the Project. He explained this resolution authorizes the City to enter into First Amendments to the Base Lease, Lease Agreement and Trust Indenture. Each amendment extends the maturity date for the bonds until December 1, 2022. It is common to have bonds mature a few months after anticipated Project completion.

Councilmember Lewis moved to approve Resolution No. 09-09-21B consenting to the assignment of bond documents to extend the maturity date of the City's IRBs (My Store III, Inc. Project), Series 2020. Councilmember Brown seconded the motion. Resolution No. 09-09-21B was approved, 4-0.

14. CONSIDER RESOLUTION NO. 09-09-21C CONSENTING TO THE ASSIGNMENT OF BOND DOCUMENTS IN CONNECTION WITH THE CITY'S TAXABLE INDUSTRIAL REVENUE BONDS (ELHC VII, LLC PROJECT), SERIES 2020, AND AUTHORIZING A COLLATERAL ASSIGNMENT, ESTOPPEL AND SUBORDINATION AGREEMENT.

Mr. Anderson stated the City has issued IRBs for the ELHC VII, XXII and LI 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 law to issue bonds.

Mr. Anderson explained the City is considering three (3) resolutions that approve the assignment of the ELHC VII, ELHC XXII and ELHC LI Projects, respectively. ELHC VII, LLC is assigning its interest in the property to IPVII 185 Street LLC, a Delaware limited liability company. ELHC XXII is assigning its interest in the property to IPXXII 193 Street LLC, a Delaware limited liability company. ELHC LI is assigning its interest in the property to IPLI 207 Street LLC, a Delaware limited liability company. All 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 joint venture entities.

Mr. Anderson stated the resolutions approve the following documents:

1. Assignment and Assumption of IRB Documents. The assignment for ELHC VII is attached to this item summary as Exhibit A. 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.
2. Collateral Assignment of IRB Documents. The collateral assignment for ELHC VII is attached to this item summary as Exhibit B. 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.
3. Consent, Agreement and Estoppel Certificate. The estoppel for ELHC VII is attached to the item summary as Exhibit C. 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.
4. Subordination/Attornment Agreement. The subordination for ELHC VII is attached to this item summary as Exhibit D. 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.

Mr. Anderson explained Resolution No. 09-09-21C is for the bond documents associated with the ELHC VII, LLC Project.

Councilmember Lewis moved to approve Resolution No. 09-09-21C consenting to the assignment of bond documents in the connection with the City's taxable IRBs (ELHC VII, LLC Project), Series 2020, and authorizing a collateral assignment, estoppel, and subordination agreement. Councilmember Longanecker seconded the motion. Resolution No. 09-09-21C was approved, 4-0.

15. CONSIDER RESOLUTION NO. 09-09-21D CONSENTING TO THE ASSIGNMENT OF BOND DOCUMENTS IN CONNECTION WITH THE CITY'S INDUSTRIAL REVENUE BONDS (ELHC XXII, LLC PROJECT), SERIES 2017, AND AUTHORIZING A COLLATERAL ASSIGNMENT, ESTOPPEL AND SUBORDINATION AGREEMENT.

Mr. Anderson explained Resolution No. 09-09-21D is for the bond documents associated with the ELHC XXII, LLC Project.

Councilmember Longanecker moved to approve Resolution No. 09-09-21D consenting to the assignment of bond documents in the connection with the City's taxable IRBs (ELHC XXII, LLC Project), Series 2017, and authorizing a collateral assignment, estoppel, and

subordination agreement. Councilmember Brown seconded the motion. Resolution No. 09-09-21D was approved, 4-0.

16. CONSIDER RESOLUTION NO. 09-09-21E CONSENTING TO THE ASSIGNMENT OF BOND DOCUMENTS IN CONNECTION WITH THE CITY'S INDUSTRIAL REVENUE BONDS (ELHC LI, LLC PROJECT), SERIES 2019, AND AUTHORIZING A COLLATERAL ASSIGNMENT, ESTOPPEL AND SUBORDINATION AGREEMENT.

Mr. Anderson explained Resolution No. 09-09-21E is for the bond documents associated with the ELHC LI, LLC Project.

Councilmember Longanecker moved to approve Resolution No. 09-09-21E consenting to the assignment of bond documents in the connection with the City's taxable IRBs (ELHC LI, LLC Project), Series 2019, and authorizing a collateral assignment, estoppel, and subordination agreement. Councilmember Brown seconded the motion. Resolution No. 09-09-21E was approved, 4-0.

17. CONSIDER THE 2022 RECOMMENDED BUDGET.

Ms. Kindle spoke before the Council. She stated the 2022 Budget process began on May 28, 2021, with presentations and funding requests from outside agencies to whom the City provides funding. On June 10, 2021, the City's Financial Advisor presented information about the changes in the tax lid law, known as Senate Bill 13. Based on that presentation and discussion, the Council directed City Staff to prepare the 2022 Budget with a Revenue Neutral Rate (RNR) adjusted for the following items:

- Roll-off of all types of incentive like property tax abatements
- New territory and annexations
- Growth in assessed value of non-residential property
- Growth in assessed value of residential property due to inflation based on the CPI-U
- Issuance of General Obligation (GO) debt
- Errors by Johnson County.

Ms. Kindle explained a budget work session was held on July 15, 2021 where City Staff reviewed the schedules for all the City's budgeted funds. This included a detailed review of the calculation of the recommended mill rate based on the adjustments to the RNR as directed by the Council on June 10, 2021. The 2021 Utility Rate Study was presented by the City's rate consultant, Raftelis. The information for Vehicles and Equipment was also reviewed at that budget work session. The vehicle and equipment schedules are included in the budget packet for final approval to include these items in the 2022 Budget. In the future, as these vehicles and equipment items are purchased, City Staff will bring the bids to Council for approval in accordance with the City's Purchasing Policy.

Ms. Kindle stated City Staff published the RNR and Budget public hearing notices in the Gardner News on August 11, 2021. The RNR and Budget public hearings were held during the Council meeting on August 26, 2021. At that meeting, the Council approved Resolution No. 08-26-21A authorizing a mill rate of 29.939 for the 2022 Budget. The final step in the

2022 Budget process is to formally adopt the 2022 Budget and submit the required budget forms to the Johnson County Clerk.

Councilmember Longanecker inquired if the mill rate was lowered from 2021. Ms. Kindle answered it was lowered almost half a mill. Ms. Linn added the mill rate in 2021 was 30.381 and City Staff calculated the proposed mill rate 29.939. Councilmember Longanecker said it was good to continue the downward trend of the mill rate. Mayor Roberts said the mill levy is how taxes are figured with a calculation of the value of the property set by the County Appraisers. The City of Edgerton did see an increase of residential value by eight percent (8%). He said the RNR prohibits growth of cities, but he thinks this bill will change in the future. The State put cities under the gun with this bill and all entities should have truth in taxation in all levels of government, including the State.

Councilmember Lewis moved to approve the recommended 2022 Budget. Councilmember Beem seconded the motion. The recommended 2022 Budget was approved, 4-0.

Ms. Linn stated the discussion for the 2023 Budget will start in October of this year. Mayor Roberts explained the RNR has changed the budget cycle and it is so crammed together. He thanked City Staff for getting the City through this difficult process. He stated there have been errors by others outside of the City for a couple years in a row. He is working with other jurisdictions on changing some items to make the process easier. He explained the County published a wrong number and the City caught the heat because it said the City is raising taxes by almost 25%, which is not correct.

18. Report by the City Administrator

- Ms. Linn thanked City Staff for fulfilling roles that they are not normally in. She said many team members had to fulfill other duties that are not normally part of their job, and the flexibility and resiliency of the City Staff has been great. Councilmember Longanecker stated the City of Edgerton has a top-notch team. Councilmember Brown added that Ms. Linn has been an amazing leader in helping City Staff through everything. Mayor Roberts said every member of the City Staff will fulfill any role that is needed, and it is unique and amazing to have staff like that. He appreciates it greatly as a mayor and a citizen of Edgerton.
- Ms. Linn stated an item in the recently approved 2022 Budget is an additional community event for 2022. She said community events ranked high on the bi-annual citizen survey. City Staff has been researching a unique event to bring into Edgerton. City Staff recommends the new community event be a barbecue competition that is sanctioned by the Kansas City Barbecue Society (KCBS). An event like this can bring a lot of people to Edgerton especially if it is hosted late in the competition season. It could bring in teams both locally and from across the nation to Edgerton. City Staff has toured some KCBS competitions, and some have live music, tasting tickets, yard games, and other ways to draw in the community. It is a competitive process to get a good date so City Staff would appreciate any direction from the Council this evening so City Staff could look into dates for next fall.

The Council agreed it would be a great event for Edgerton and directed City Staff to look into getting a date for next fall. Mayor Roberts stated it is a lot more work on the City than it looks but thinks it would be a great event. Councilmember Lewis said it would be great to have local teams and kids get involved. Ms. Linn said the City would be starting a new event from scratch and that would allow the City to start the event small and grow over the years. Councilmember Brown inquired if the Lenexa competition was a KCBS event. Ms. Linn answered it is and it brings in a large crowd.

19. Report by the Mayor

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

20. Future Meeting Reminders:

- September 14th: Planning Commission Meeting – 7:00PM
- September 23rd: Work Session – 6:00 PM
- September 23rd: City Council Meeting – 7:00PM
- October 12th: Planning Commission Meeting – 7:00PM
- October 14th: City Council Meeting – 7:00PM
- October 28th: City Council Meeting – 7:00PM
- November 9th: Planning Commission Meeting – 7:00 PM
- November 18th: City Council Meeting – 7:00 PM
- December 9th: City Council Meeting – 7:00 PM
- December 14th: Planning Commission Meeting – 7:00 PM

21. 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 Brown moved to recess into executive session pursuant to K.S.A 75-4319(B)(2) to include the City Attorney, Bond Council, and the City Administrator for the purposes of Contract Negotiations for forty-five (45) minutes. The open meeting will resume in the Council Chambers. Councilmember Beem seconded the motion.

The meeting recessed into executive session at 7:41 PM, 4-0.

Councilmember Brown moved to return to open session with no action being taken. Councilmember Longanecker seconded the motion. Open session resumed at 8:26 PM, 4-0.

22. CONSIDER RESOLUTION NO. 09-09-21F AUTHORIZING THE CITY OF EDGERTON, KANSAS TO ENTER INTO A DEVELOPMENT AGREEMENT FOR A PROJECT IN THE HOMESTEAD LANE RETAIL TIF DISTRICT

Mr. Anderson addressed the Council. He stated the City created the Homestead Lane Retail TIF District (the District) on property generally located at the northeast and northwest corners of I-35 and Homestead Lane. Woodstone Properties, LLC desires to construct a project on the west side of Homestead Lane within the District. The project will consist of a hotel, an extended stay hotel, conference center, 3 quick-service restaurants and a casual

dining restaurant, travel center with truck wash and maintenance shop, and office and retail space. Woodstone Properties, LLC has requested the following incentives:

1. Community Improvement District (CID). 1% CID sales tax for a term of twenty-two (22) years to reimburse Woodstone Properties, LLC for eligible project costs.
2. TIF Project Plan. The property tax increment for a twenty (20) year period will be split half between the City and Woodstone Properties, LLC. Woodstone Properties, LLC will reimburse itself for eligible expenses and the City will reimburse itself for eligible expenses. Limited to fifteen (15) years if there is not an extra 15,000 square feet beyond the Transient Guest Tax (TGT) bump conditions.
3. IRBs. Bonds will be issued to enable Woodstone Properties, LLC to utilize a sales tax project exemption certificate. No property tax abatements will be granted.
4. TGT. The City imposes a six (6) percent surcharge on hotel rooms. The TGT for 20 years will be split between Woodstone Properties, LLC, and the City. The City will make an annual economic development grant back to Woodstone Properties, LLC each year equal to fifty (50) percent of the TGT collected.

Mr. Anderson stated Woodstone Properties, LLC is required to construct, at a minimum, the travel center, one hotel with the conference center, a quick-service restaurant, and a casual dining restaurant. Once the project minimum improvements are met, if either a second hotel or another restaurant are constructed by 2029, Woodstone Properties, LLC will receive seventy-five (75) percent of the annual TGT, and the City will receive twenty-five (25) percent for the remainder of the 20-year TGT term. Woodstone Properties, LLC agrees to commence vertical construction by July 1, 2023 and obtain a Certificate of Occupancy for the project minimum improvements no later than December 31, 2025. This resolution authorizes the City to enter into the Development Agreement with Woodstone Properties, LLC.

Mr. Shannon McMurdo, developer, addressed the Council. He stated he is excited to come into Edgerton and looks forward with working with the City and City Staff on this project. Mayor Roberts said it is quite the project and is a huge undertaking. He appreciates the partnership that this will bring and how open Mr. McMurdo has been with the City to start the development process. He added there is a concept plan for the project, but it is only a concept and not formally adopted. The developer knows there are things that will most likely change, and they typically do.

Councilmember Lewis moved to approve Resolution No. 09-09-21F authorizing the City of Edgerton, Kansas to enter into a development agreement for a project in the Homestead Lane Retail TIF District. The motion was seconded by Councilmember Longanecker. Resolution No. 09-09-21F was approved, 4-0.

23. Adjourn

Commissioner Brown requested to see the map for the rezonings approved earlier during the meeting. Ms. Linn pulled up the map. Commissioner Brown said over the last few years, there have been many complaints about the traffic at Gardner Road and I-35. The City spent \$30,000,000 at Homestead Lane interchange for the intermodal traffic to use. Drivers don't want to go that far to get to I-35, so they travel down 191st Street to get to

Gardner Road and I-35. With all of this traffic, it takes half an hour to go through the intersection. He has heard complaints from Gardner as well as safety concerns. Commissioner Brown inquired if cul-de-sacs could be constructed on 191st Street at the Edgerton city limits. He is not sure if it could be done but it would eliminate a lot of traffic in that area. Councilmember Lewis agreed and it would force people who work in LPKC to stay in Edgerton to get lunch. Commissioner Brown agreed and said it would funnel the employees at LPKC to the new restaurants. Mayor Roberts agreed with the safety concerns and stated he is unsure if the drivers would use a new route unless something is big blocking them from using 191st Street. He said the Council could ask City Staff the legality of this and to look at the concept of what it should look like. Mayor Roberts said the City did pay a lot of money for the entrance for LPKC at Homestead Lane and the City has spent a lot of money to keep trucks out of Gardner per many traffic studies. Councilmember Longanecker added there is still a problem with the work Gardner did on that road. Councilmember Beem inquired where the city limits were on the map. Ms. Linn pointed to the City line on the map. Councilmember Brown said the cul-de-sacs would have to be no parking because trucks will park there with the cargo containers still on the chassis. Mayor Roberts stated it would be better to get this information sooner rather than later. Councilmember Lewis asked the City Attorney what his thoughts were on this issue. Mr. Hendricks stated he unsure and would have to do some research. Mayor Roberts said the City Engineer might be the right choice to design it since it is a smaller project.

Councilmember Lewis moved to adjourn, seconded by Councilmember Beem. The meeting adjourned at 8:45 PM, 4-0.

Submitted by Chris Clinton, Planning and Zoning Coordinator

EVENTS

September 14th: Tales 4 Tots
September 15th: Senior Lunch & BINGO
September 17th: Yappy Hour at the Edgerton Dog Park
September 18th: Annual Fishing Derby
September 24th: Escape Room at Community Hall
September 27th: Prehistoric Paleontologists (Kids Dino Program)
September 29th: Hillsdale Watershed Program

City Council Action Item

Council Meeting Date: September 23, 2021

Department: Administration

Agenda Item: Consider Resolution No. 09-23-21A Establishing Fees and Rates for Permits, Licenses and Services with the City of Edgerton, Kansas

Background/Description of Item:

Water/Wastewater Rates for 2022

In 2021, staff worked with Raftelis Financial Consultants to update the rate study for both the water and wastewater utilities. In their report, Raftelis recommends a small rate increase in each year of the forecast period in order to avoid large rate increases in the later years of the forecast period. The rate increases recommended for 2022 are listed below. The 2022 Budget adopted by the Council on September 9, 2021, includes these rate increases. The wholesale wastewater rate increases from \$3.65 per 1,000 gallons to \$3.68 per 1,000 gallons. The attached fee resolution formally adopts the rate increases and sets the effective date as the **January 1, 2022, utility bills**.

Utility	2022 Rate Increase	Typical Customer Bill 2022 (3,000 gallons)	Typical Customer Bill Current (3,000 gallons)
Water	\$0.91	\$40.57	\$39.66
Wastewater	\$1.54	\$31.72	\$30.18

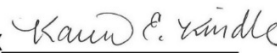
Enclosed is a chart that compares the amount of a typical customer bill for Edgerton and other nearby cities.

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

Funding Source: n/a

Budget Allocated: n/a

Finance Director Approval:

x 
Karen Kindie, Finance Director

Recommendation: Approve Resolution No. 09-23-21A Establishing Fees and Rates for Permits, Licenses and Services Within the City of Edgerton, Kansas.

Enclosed: Utility Bill Comparison Chart
 Utility Rate Change Information Sheet
 Resolution No. 09-23-21A Redline version
 Resolution No. 09-23-21A Clean version

Prepared by: Karen Kindle, Finance Director



Utility Rates FY 2022



2022 Proposed Average Monthly Water Charge

2022 Proposed Average Monthly Sewer Charge



\$40.57

an increase of
\$0.91

\$31.72

an increase of
\$1.54



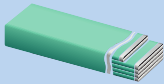
2022 Proposed Total Increase

\$2.45 per month

That's less than...



a pouch of baby wipes



a pack of gum



bag of chips



hand soap

one large coffee



a single gallon of gas

Total monthly bill is less than...



Monthly cable plan

Concert tickets



One new car tire

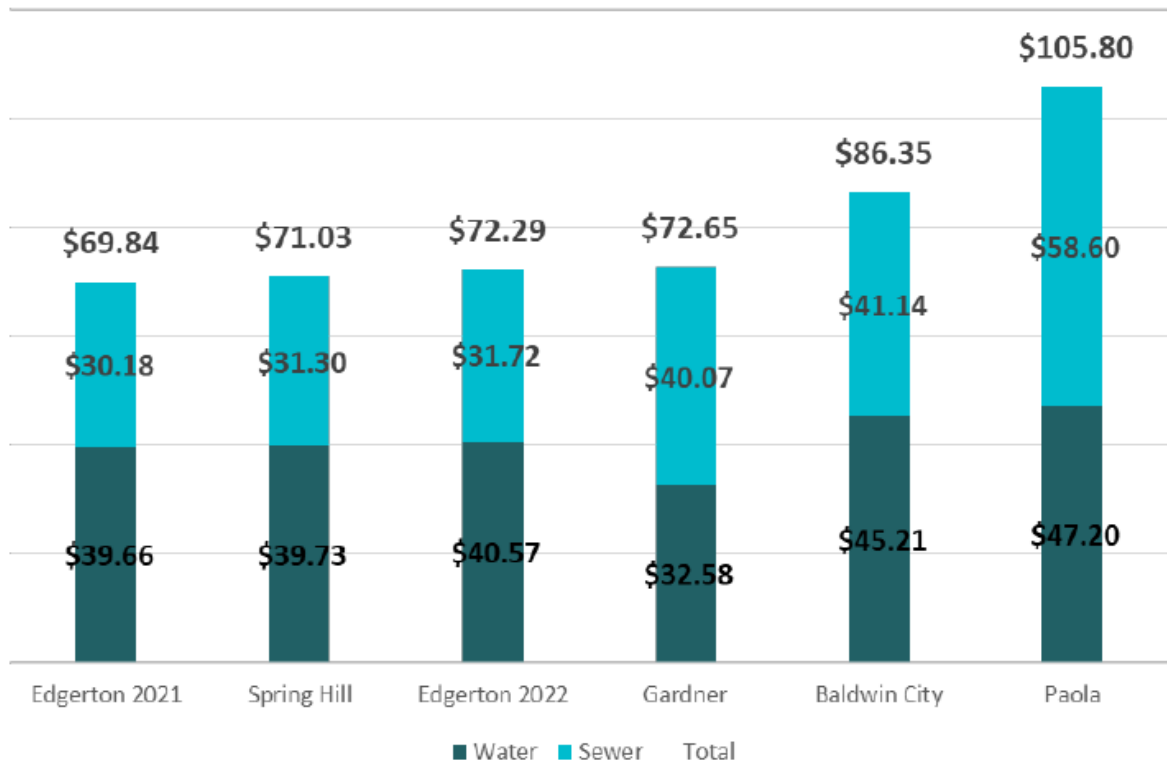
Why the increase?



Note: Trash services will be rebid for 2022, which may impact total bills.

Both water and sewer are considered enterprise funds, which means they operate like a business. The user charges are based on how much money is needed to run the utility, any debt service payments and capital costs.

Figure 9: Monthly Bill Comparison - 3,000 Gallons



RESOLUTION NO. 09-23-21A--

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

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

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

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

SECTION 1: FEES.

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

OPEN RECORDS

Prepayment	Required if total estimate exceeds \$25.00
Production/Inspection Fee, if item is not readily available	\$20.00 per request
Copying/Facsimile Fee (no charge for first ten (10) pages)	\$0.10 per page after first ten
Mailing Fee	Actual mailing costs
Staff Searches, one (1) hour or more	
Records custodian/administrative staff,30.00 per hour	
Dept heads/City Administrator/Elected Officials	\$50.00 per hour
Contracted Professionals (IT, Attorneys, etc)	Hourly rates charged to City

ANIMAL CONTROL

Animal Registration Fees:

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

Animal Redemption Fees:

Registered	
First pick up	\$No charge
Second pick up	\$50.00
Third pick up	\$100.00
Non-Registered, Neutered/Spayed	
First pick up	\$50.00
Non-Registered, Unneutered/unspayed	
First pick up	\$100.00
City provided rabies vaccination	\$50.00
Habitual Violator (dog picked up more than three times in one year)	\$250.00
Boarding Fee	\$10.00 per day

Animal Adoption Fees:

Neutered/Spayed Pet	\$50.00
Pet Neutered/Spayed by the City	\$100.00

BEVERAGES**Cereal Malt Beverages**

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

Drinking Establishments

License Fee – Biennial occupation tax	\$500.00
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Private Club

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

Special Event

Permit Fee	\$50.00
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Caterer

Permit Fee	\$250.00
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Retail

Permit Fee Biennial occupation tax	\$500.00
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BUILDINGS AND CONSTRUCTION

Permit Fees – Non-Residential Building

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

\$1,000,000.01 and up

\$4,955.00 for the first
\$1,000,000.00 plus \$2.75 for
each additional \$1,000.00, or
fraction thereof

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

Other Inspections and Fees

Inspections outside of normal business hours
(minimum charge – two hours)

\$50.00 per hour

Re-inspection fees assessed

\$50.00 per hour

Inspections for which no fee is specifically indicated
(minimum charge – one-half hour)

\$50.00 per hour

Additional plan review required by changes, additions
or revisions to plans (or total hourly cost to the juris-
diction, whichever is greatest. Cost shall include
supervision, overhead, equipment, hourly wages and
fringe benefits of employees involved)

\$50.00 per hour

For use of outside consultants for plan checking
or inspections (costs include administrative and
overhead costs)

Actual Costs

Permit Fees – Residential Building

Total Valuation

Fee

\$1 to \$500

\$13

\$501 to \$2,000

\$13 for first \$500.00 plus
\$1.50 for each additional
\$100.00 or fraction thereof,
to and including \$2,000

\$2,001 to \$25,000

\$35.50 for the first \$2,000.00
plus \$8.00 for each additional
\$1,000 or fraction thereof, to
and including \$25,000.

\$25,001 to \$50,000

\$219.50 for the first \$25,000
plus \$6.50 for each additional
\$1,000 or fraction thereof, to
and including \$50,000.

\$50,001 to \$100,000	\$381.00 for the first \$50,000 plus \$4.00 for each additional \$1,000 or fraction thereof, to and including \$100,000.
\$100,001 to \$500,000	\$582.00 for the first \$100,000 plus \$3.00 for each additional \$1,000 or fraction thereof, to and including \$500,000.
\$500,000 and up	\$1782.00 for the first \$500,000 plus \$2.00 for each additional \$1,000 or fraction thereof.

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

Other Inspections and Fees

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

Fire Review and Inspection - Tenant Finish 100 square feet to 12,500 square feet Multi-Family (R-3) Commercial Zoning Districts (C-D, C-1, C-2) Industrial Zoning Districts (B-P, L-P, I-G, I-H)	\$250.00
Fire Review and Inspection - Core and Shell 12,501.00 square feet or greater Multi-Family (R-3) Commercial Zoning Districts (C-D, C-1, C-2) Industrial Zoning Districts (B-P, L-P, I-G, I-H)	\$0.02 per square foot
Fire Review and Inspection - Tenant Finish 12,501 square feet or greater Multi-Family (R-3) Commercial Zoning Districts (C-D, C-1, C-2) Industrial Zoning Districts (B-P, L-P, I-G, I-H)	\$0.02 per square foot

Permit Fees - Fuel Gas Code

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

Permit Fees – Plumbing Code

Issuance of Permit	\$50.00
Issuance of Permit for senior residents (60 plus)	\$25.00
Supplemental Permit	\$50.00
Inspection outside normal business hours	\$50.00 per hour
Re-inspection	\$50.00 per hour

Additional plan review required by changes, additions or revisions to approved plans (minimum charge – one hour)	\$50.00 per hour
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Permit Fees – Mechanical Code

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

Permit Fees – Electrical Code

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

Moving Buildings

House/building/derrick or other structure permit	\$250.00 + Staff Time to monitor the move
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Oil and Gas Wells

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

Fire Insurance Proceeds Fund

Final Settlement Funds (K.S.A. 40-3901 <u>et seq.</u>)	\$5,000.00 or 10% of covered claim payment, whichever is less
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BUSINESS LICENSE

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

FIREWORKS

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

SOLID WASTE

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

PUBLIC PROPERTY

Community Hall Rental – Residents (24-hrs midnight)	\$100.00
Community Hall Rental – Non-Residents (24 -hrs midnight)	\$150.00
Rental Deposit Required for Rental (Refundable) (Due at time of Reservation)	\$50.00
Overnight Camping (by special permit)	\$10.00

Martin Creek Park Lights	
-Ball field #1 Lights	\$20 / hour
-Horse Shoe Pit Lights	\$20 / hour
Park Shelters – Residents	No charge
Park Shelters – Non-residents	\$50 per half day
Right-Of-Way Permit	\$100.00

PUBLIC OFFENSES

Worthless Check/Returned Check/Dishonored Instrument	\$25.00
Abatement Administrative Fee	\$50.00 per abatement
Abatement Administrative Fee-Tall Weed/Grass	\$50.00 for the first
abatement with the fee increasing by \$50.00 for each subsequent abatement	

UNCONVENTIONAL VEHICLES

Permit, initial sticker	\$100
Permit, annual renewal with no infractions	\$25
Permit, annual renewal with infractions	\$100

UTILITIES - WATER

Water Rate

WATER

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

Customer Service Charge

Meter Size	Inside City	Outside City
5/8"	~~\$21.15~~ <u>21.63</u>	~~\$31.70~~ <u>32.41</u>
1"	~~\$25.14~~ <u>25.71</u>	~~\$37.69~~ <u>38.54</u>
1 1/2"	~~\$31.77~~ <u>32.49</u>	~~\$47.65~~ <u>48.72</u>
2"	~~\$39.76~~ <u>40.66</u>	~~\$59.63~~ <u>60.97</u>
3"	~~\$58.39~~ <u>59.71</u>	~~\$87.55~~ <u>89.52</u>
4"	~~\$84.97~~ <u>86.89</u>	~~\$127.45~~ <u>130.32</u>

6"	\$ ~~151.46~~ <u>154.87</u>	\$ ~~227.18~~ <u>232.29</u>
8"	\$ ~~231.26~~ <u>236.47</u>	\$ ~~346.89~~ <u>354.70</u>

Volumetric Rate [per 1,000 gallons]		
Tiers	Inside City	Outside City
0-2,000	\$ ~~4.36~~ <u>4.46</u>	\$ ~~6.53~~ <u>6.68</u>
2,001-10,000	\$ ~~9.79~~ <u>10.02</u>	\$ ~~14.67~~ <u>15.00</u>
>10,000	\$ ~~13.50~~ <u>13.81</u>	\$ ~~20.23~~ <u>20.69</u>

Water System Development Fees

System Development Fee (based on size of water meter)

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

Water Connection Fees

Connections Charge: Inside City - Regular (¾-inch service, with ¾-inch by 5/8 inch-meter)	\$1,250.00
Connections Charge: Outside City - Regular (¾-inch service, with ¾-inch by 5/8-inch meter)	\$7,500.00
Connections Charge: Other Sizes	TBD by Governing Body
Water Service Application (inside city limits)	\$30.00
Water Service Application (outside city limits)	\$75.00
Reconnection Fee, during normal business hours	\$25.00
Reconnection Fee, during non-business hours	\$100.00
Meter Testing (if meter is correct)	\$10.00
Hydrant Meter Refundable Deposit	\$1,500.00

UTILITIES - WASTEWATER

Wastewater Rate

WASTEWATER

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

Customer Service Charge

\$~~6.75~~7.09

Volumetric Rate

\$~~7.81~~8.21 [per 1,000 gallons]¹

LPKC Infrastructure

\$1.00 [per 1,000 gallons]

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

Wastewater System Development Fees

System Development Fee (based on size of water meter)

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

Wastewater Connection Fees

Connection Charge and Inspection Fee \$750.00

Wastewater Service Application Fee \$30.00

Wholesale Wastewater Rate

gallons] \$~~3.65~~3.68 [per 1,000

Private Disposal System Fees

Installation Permit \$250.00

Significant Alteration and Repair Permit \$100.00

Minor Repair \$50.00

Non-Residential Annual Operation Permit (first year fee included in Installation Permit Fee)	\$50.00
Septic/Holding Tank Removal	\$100.00
Inspection, non-business hours (2-hour charge minimum, additional to inspection fee)	\$15.00 per hour

VEHICLE PERMITS

Restoration Permit	\$250.00/new or renewal
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ZONING AND DEVELOPMENT FEES

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

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

Sign Fees

Home Occupation Sign	\$35.00
Temporary/Banner Sign	\$35.00
Pole Sign	\$125.00
Monument Sign	\$35.00
Façade/Wall Sign	\$35.00

Mobile Home Park Sign	\$35.00
Subdivision Name Sign	\$35.00
Apartment Complex Name Sign	\$35.00

SECTION 2: Effective Date. This Resolution shall become effective upon adoption by the Governing Body.

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

ADOPTED BY THE GOVERNING BODY OF THE CITY OF EDGERTON, KANSAS ON THIS 14th DAY of JANUARY, 2021.

DONALD ROBERTS, MAYOR

ATTEST:

ALEXANDRIA CLOWER, CITY CLERK

APPROVED AS TO FORM:

LEE W. HENDRICKS, CITY ATTORNEY

RESOLUTION NO. 09-23-21A

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

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

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

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

SECTION 1: FEES.

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Duplicate Tag Fee	\$1.00

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Second pick up	\$50.00
Third pick up	\$100.00
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First pick up	\$50.00
Non-Registered, Unneutered/unspayed	
First pick up	\$100.00
City provided rabies vaccination	\$50.00
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Boarding Fee	\$10.00 per day

Animal Adoption Fees:

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Pet Neutered/Spayed by the City	\$100.00

BEVERAGES**Cereal Malt Beverages**

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

Drinking Establishments

License Fee – Biennial occupation tax	\$500.00
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Private Club

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

Special Event

Permit Fee	\$50.00
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Caterer

Permit Fee	\$250.00
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Retail

Permit Fee Biennial occupation tax	\$500.00
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BUILDINGS AND CONSTRUCTION

Permit Fees – Non-Residential Building

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

\$1,000,000.01 and up

\$4,955.00 for the first
\$1,000,000.00 plus \$2.75 for
each additional \$1,000.00, or
fraction thereof

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

Other Inspections and Fees

Inspections outside of normal business hours
(minimum charge – two hours)

\$50.00 per hour

Re-inspection fees assessed

\$50.00 per hour

Inspections for which no fee is specifically indicated
(minimum charge – one-half hour)

\$50.00 per hour

Additional plan review required by changes, additions
or revisions to plans (or total hourly cost to the juris-
diction, whichever is greatest. Cost shall include
supervision, overhead, equipment, hourly wages and
fringe benefits of employees involved)

\$50.00 per hour

For use of outside consultants for plan checking
or inspections (costs include administrative and
overhead costs)

Actual Costs

Permit Fees – Residential Building

Total Valuation

Fee

\$1 to \$500

\$13

\$501 to \$2,000

\$13 for first \$500.00 plus
\$1.50 for each additional
\$100.00 or fraction thereof,
to and including \$2,000

\$2,001 to \$25,000

\$35.50 for the first \$2,000.00
plus \$8.00 for each additional
\$1,000 or fraction thereof, to
and including \$25,000.

\$25,001 to \$50,000

\$219.50 for the first \$25,000
plus \$6.50 for each additional
\$1,000 or fraction thereof, to
and including \$50,000.

\$50,001 to \$100,000	\$381.00 for the first \$50,000 plus \$4.00 for each additional \$1,000 or fraction thereof, to and including \$100,000.
\$100,001 to \$500,000	\$582.00 for the first \$100,000 plus \$3.00 for each additional \$1,000 or fraction thereof, to and including \$500,000.
\$500,000 and up	\$1782.00 for the first \$500,000 plus \$2.00 for each additional \$1,000 or fraction thereof.

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

Other Inspections and Fees

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

Fire Review and Inspection - Tenant Finish 100 square feet to 12,500 square feet Multi-Family (R-3) Commercial Zoning Districts (C-D, C-1, C-2) Industrial Zoning Districts (B-P, L-P, I-G, I-H)	\$250.00
Fire Review and Inspection - Core and Shell 12,501.00 square feet or greater Multi-Family (R-3) Commercial Zoning Districts (C-D, C-1, C-2) Industrial Zoning Districts (B-P, L-P, I-G, I-H)	\$0.02 per square foot
Fire Review and Inspection - Tenant Finish 12,501 square feet or greater Multi-Family (R-3) Commercial Zoning Districts (C-D, C-1, C-2) Industrial Zoning Districts (B-P, L-P, I-G, I-H)	\$0.02 per square foot

Permit Fees - Fuel Gas Code

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

Permit Fees – Plumbing Code

Issuance of Permit	\$50.00
Issuance of Permit for senior residents (60 plus)	\$25.00
Supplemental Permit	\$50.00
Inspection outside normal business hours	\$50.00 per hour
Re-inspection	\$50.00 per hour

Additional plan review required by changes, additions or revisions to approved plans (minimum charge – one hour)	\$50.00 per hour
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Permit Fees – Mechanical Code

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

Permit Fees – Electrical Code

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

Moving Buildings

House/building/derrick or other structure permit	\$250.00 + Staff Time to monitor the move
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Oil and Gas Wells

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

Fire Insurance Proceeds Fund

Final Settlement Funds (K.S.A. 40-3901 <u>et seq.</u>)	\$5,000.00 or 10% of covered claim payment, whichever is less
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BUSINESS LICENSE

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

FIREWORKS

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

SOLID WASTE

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

PUBLIC PROPERTY

Community Hall Rental – Residents (24-hrs midnight)	\$100.00
Community Hall Rental – Non-Residents (24 -hrs midnight)	\$150.00
Rental Deposit Required for Rental (Refundable) (Due at time of Reservation)	\$50.00
Overnight Camping (by special permit)	\$10.00

Martin Creek Park Lights	
-Ball field #1 Lights	\$20 / hour
-Horse Shoe Pit Lights	\$20 / hour
Park Shelters – Residents	No charge
Park Shelters – Non-residents	\$50 per half day
Right-Of-Way Permit	\$100.00

PUBLIC OFFENSES

Worthless Check/Returned Check/Dishonored Instrument	\$25.00
Abatement Administrative Fee	\$50.00 per abatement
Abatement Administrative Fee-Tall Weed/Grass	\$50.00 for the first
abatement with the fee increasing by \$50.00 for each subsequent abatement	

UNCONVENTIONAL VEHICLES

Permit, initial sticker	\$100
Permit, annual renewal with no infractions	\$25
Permit, annual renewal with infractions	\$100

UTILITIES - WATER

Water Rate

WATER

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

Customer Service Charge

Meter Size	Inside City	Outside City
5/8"	\$21.63	\$32.41
1"	\$25.71	\$38.54
1 1/2"	\$32.49	\$48.72
2"	\$40.66	\$60.97
3"	\$59.71	\$89.52
4"	\$86.89	\$130.32

6"	\$154.87	\$232.29
8"	\$236.47	\$354.70

Volumetric Rate [per 1,000 gallons]		
Tiers	Inside City	Outside City
0-2,000	\$4.46	\$6.68
2,001-10,000	\$10.02	\$15.00
>10,000	\$13.81	\$20.69

Water System Development Fees

System Development Fee (based on size of water meter)

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

Water Connection Fees

Connections Charge: Inside City - Regular (¾-inch service, with ¾-inch by 5/8 inch-meter)	\$1,250.00
Connections Charge: Outside City - Regular (¾-inch service, with ¾-inch by 5/8-inch meter)	\$7,500.00
Connections Charge: Other Sizes	TBD by Governing Body
Water Service Application (inside city limits)	\$30.00
Water Service Application (outside city limits)	\$75.00
Reconnection Fee, during normal business hours	\$25.00
Reconnection Fee, during non-business hours	\$100.00
Meter Testing (if meter is correct)	\$10.00
Hydrant Meter Refundable Deposit	\$1,500.00

UTILITIES - WASTEWATER

Wastewater Rate

WASTEWATER

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

Customer Service Charge

\$7.09

Volumetric Rate

\$8.21 [per 1,000 gallons]¹

LPKC Infrastructure

\$1.00 [per 1,000 gallons]

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

Wastewater System Development Fees

System Development Fee (based on size of water meter)

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

Wastewater Connection Fees

Connection Charge and Inspection Fee \$750.00

Wastewater Service Application Fee \$30.00

Wholesale Wastewater Rate

\$3.68 [per 1,000 gallons]

Private Disposal System Fees

Installation Permit \$250.00

Significant Alteration and Repair Permit \$100.00

Minor Repair \$50.00

Non-Residential Annual Operation Permit \$50.00

(first year fee included in Installation Permit Fee)	
Septic/Holding Tank Removal	\$100.00
Inspection, non-business hours	\$15.00 per hour
(2-hour charge minimum, additional to inspection fee)	

VEHICLE PERMITS

Restoration Permit	\$250.00/new or renewal
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ZONING AND DEVELOPMENT FEES

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

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

Sign Fees

Home Occupation Sign	\$35.00
Temporary/Banner Sign	\$35.00
Pole Sign	\$125.00
Monument Sign	\$35.00
Façade/Wall Sign	\$35.00

Mobile Home Park Sign	\$35.00
Subdivision Name Sign	\$35.00
Apartment Complex Name Sign	\$35.00

SECTION 2: Effective Date. This Resolution shall become effective upon adoption by the Governing Body.

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

ADOPTED BY THE GOVERNING BODY OF THE CITY OF EDGERTON, KANSAS ON THIS 14th DAY of JANUARY, 2021.

DONALD ROBERTS, MAYOR

ATTEST:

ALEXANDRIA CLOWER, CITY CLERK

APPROVED AS TO FORM:

LEE W. HENDRICKS, CITY ATTORNEY

City Council Action Item

Council Meeting Date: September 23, 2021

Department: Administration

Agenda Item: Consider Ordinance No. 2097 Amending Section 14-205 Of Article 2 Of Chapter XIV Of The City Code To Include Parking Restrictions On East Nelson Between East Third Street And East Fourth Street

Background/Description of Item:

Previously staff reported to the Governing Body regarding a concern reported by a Downtown Edgerton business owner of an increase in cars parked in Downtown Edgerton to attend various city functions or events such as Municipal Court, Planning Commission, City Council, etc.

City Council directed staff to prepare an ordinance to restrict parking on two stalls on the north side of East Nelson Street in Downtown Edgerton for a time limit to support the Downtown Edgerton retail and service businesses.

The City of Edgerton uses the Manual of Uniform Traffic Devices (MUTCD) to dictate how to properly sign this type of parking restriction. As provided by the City Engineer, the MUTCD allows for "limited-time parking" to be properly signed with signs that have a green legend and border on a white background. The sign most appropriate for this application is known as a R7-5. Upon review of the MUTCD, staff noted there was not a sign for 90 minutes as previously discussed. At this time, staff recommends limiting parking to one hour as two hours seemed too long.

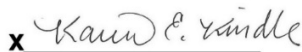
Please find enclosed a draft ordinance that would enact parking restrictions for stalls in this area that are properly signed be limited to one hour parking. City Attorney will review the enclosed draft ordinance and provide any comment at the City Council meeting.

Related Ordinance(s) or Statue(s):

Funding Source: n/a

Budget Allocated: n/a

Finance Director Approval:

x 
Karen Kindle, Finance Director

Recommendation: Approve Ordinance No. 2097 Amending Section 14-205 Of Article 2 Of Chapter XIV Of The City Code To Include Parking Restrictions On East Nelson Between East Third Street And East Fourth Street

Enclosed: Draft Ordinance No. 2097

Prepared by: Beth Linn, City Administrator

ORDINANCE NO. 2097

AN ORDINANCE AMENDING SECTION 14-205 OF ARTICLE 2 OF CHAPTER XIV OF THE CITY CODE TO INCLUDE PARKING RESTRICTIONS ON EAST NELSON BETWEEN EAST THIRD STREET AND EAST FOURTH STREET

NOW THEREFORE, BE IT ORDAINED by the Governing Body of the City of Edgerton:

Section 1. The Governing Body hereby adopts the following new Subsection (e) as part of Section 14-205 of Article 2 of Chapter XIV of the Code of the City of Edgerton:

(e) On-street parking on East Nelson Street from East 3rd Street to East 4th Street shall be restricted in parking stalls specifically signed in accordance with the Manual on Uniform Traffic Control Devices for "limited-time parking" for ONE HOUR PARKING only.

Section 2. This ordinance shall take effect upon its adoption by the City Council, approval by the Mayor and publication in the City's official newspaper.

ADOPTED BY THE GOVERNING BODY OF THE CITY OF EDGERTON, KANSAS
AND APPROVED BY THE MAYOR ON THE 23rd DAY OF SEPTEMBER, 2021.

(SEAL)

Donald Roberts, Mayor

ATTEST:

Alexandria Clower, City Clerk

APPROVED TO FORM:

Lee W. Hendricks, City Attorney

CITY OF EDGERTON, KANSAS

COUNCIL AGENDA ITEM

Council Meeting Date: September 23, 2021

Agenda Item: Resolution Setting Public Hearing

Subject: Community Improvement District
Woodstone Project

Summary:

Woodstone Properties, LLC (“Developer”) is constructing hotels, a conference center, travel center, casual dining restaurant, quick-service restaurants, retail space, office space, and other commercial buildings/uses on unimproved land located at the southwest corner of Homestead Lane and 199th Street. The Developer and the City previously entered into a Development Agreement to set forth certain agreements with respect to the development.

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

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

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

The Developer has submitted the petition requesting the creation of the Community Improvement District. If Council desires to proceed with the creation of the Community Improvement District, Council is now required to adopt the resolution giving notice of the public hearing on the creation of the district.

RESOLUTION NO. 09-23-21B

A RESOLUTION PROVIDING FOR NOTICE OF A PUBLIC HEARING TO CONSIDER THE ESTABLISHMENT OF A COMMUNITY IMPROVEMENT DISTRICT (WOODSTONE PROJECT)

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

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

WHEREAS, the City of Edgerton, Kansas (the “City”) has received a petition (the “Petition”) from the owners of record of 100% of the land within the proposed CID and the owners of 100% by assessed value of the land area within the proposed CID generally described as unimproved land located in the southwest corner of Homestead Lane and 199th Street and legally described in **Section 8** of this Resolution; and

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

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

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

Section 1. A public hearing to consider the advisability of creating a CID shall be held at the City Council meeting on November 18, 2021, at 7:00pm, or as soon thereafter as practical, at the Edgerton Community Building, 404 E. Nelson Street, Edgerton, Kansas.

Section 2. The general nature of the CID project (the “CID Project”) includes the acquisition of land, sitework and the construction of infrastructure improvements (excluding water and electrical offsite improvements) for the private project located within the CID, along with any other items or uses associated with the CID project as authorized by the Act.

Section 3. The estimated total cost of the CID Project is \$4,384,232.

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

Section 5. The amount of the CID sales tax to be levied is one percent (1%) for a term of twenty-two (22) years from the date the CID sales tax is first collected. The proposed start date for collecting the CID sales tax is January 1, 2024.

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

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

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

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

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

Section 10. The City Clerk shall mail a copy of this Resolution by certified mail, return receipt requested, to each owner and occupant of land within the proposed CID Project area at least 10 days prior to the date of the public hearing. The City Clerk shall publish this Resolution at least once each week for two consecutive weeks in the official city newspaper with the second publication occurring at least seven days prior to the date fixed for the public hearing.

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

ADOPTED this 23rd day of September, 2021.

CITY OF EDGERTON, KANSAS

By: _____
Donald Roberts, Mayor

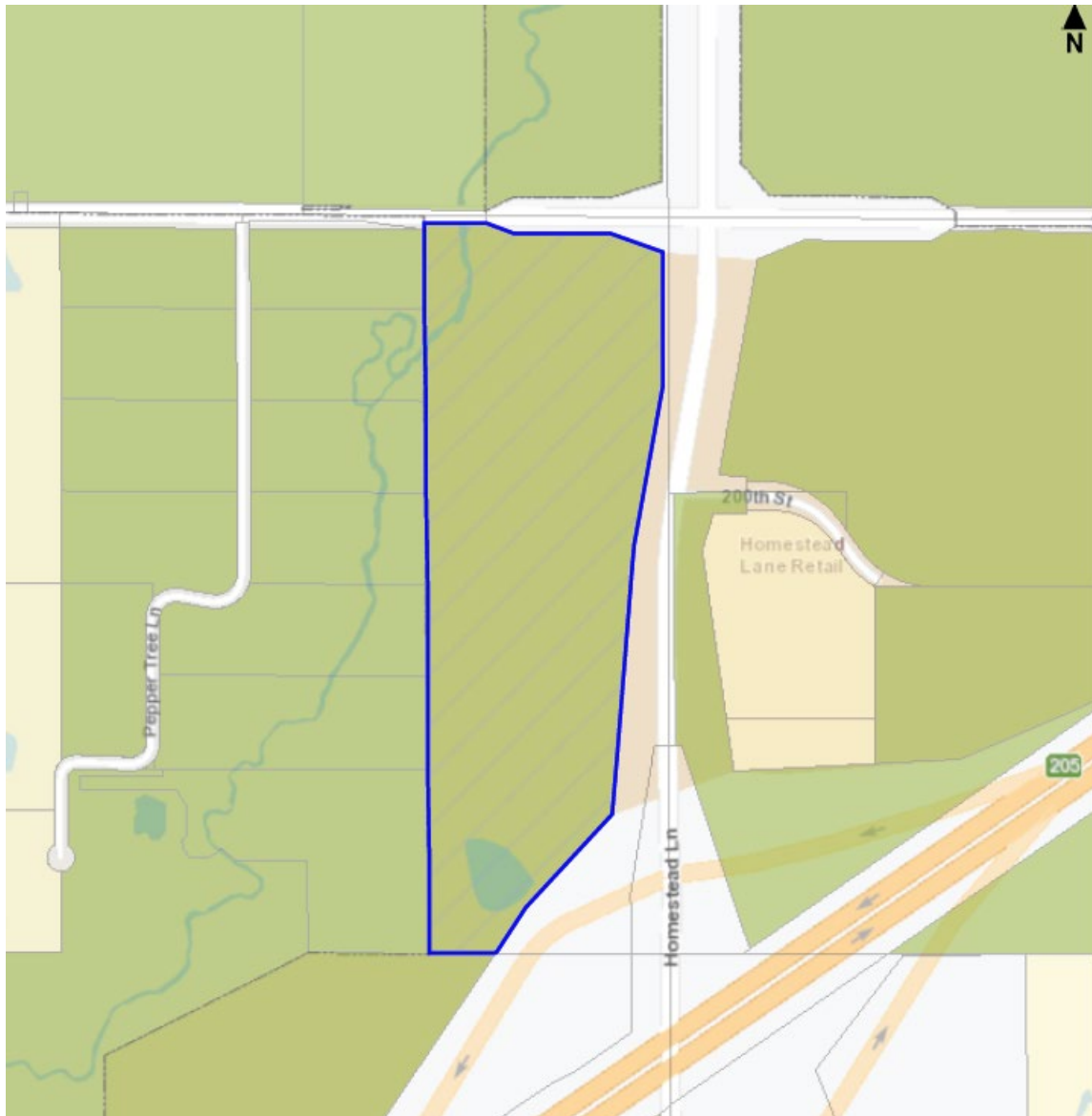
[SEAL]

ATTEST:

Alexandria Clower, City Clerk

EXHIBIT A

Map of Boundaries of CID



CITY OF EDGERTON, KANSAS

COUNCIL AGENDA ITEM

Council Meeting Date: September 23, 2021

Agenda Item: Resolution Setting Public Hearing

Subject: Edgerton Homestead Lane Retail TIF District
Project Plan B1

Summary:

On August 22, 2019, the City created the Homestead Lane Retail TIF District on property generally located at the northeast and northwest corners of Interstate 35 and Homestead Lane (the “District”). Pursuant to a Development Agreement with Woodstone Properties, LLC (the “Developer”), the City agreed to consider a TIF project plan for the redevelopment of approximately 42 acres located in the southwest corner of Homestead Lane and 199th Street (the “Project Plan Area”) that is within the District.

The Developer proposes to construct hotels, a conference center, travel center, restaurants, retail space, office space and associated infrastructure improvements on the Project Plan Area. The City proposes to construct public infrastructure improvements. Together, these improvements are referred to as “Project Plan B1.”

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

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

The City has caused a feasibility study to be prepared by Columbia Capital. The City has also caused Project Plan B1 to be prepared.

On September 14, 2021, the Edgerton Planning Commission approved a resolution finding that Project Plan B1 is consistent with the intent of the comprehensive plan for development of the City.

The City now needs to set a date for the public hearing on Project Plan B1. The resolution sets November 18, 2021 as the date for the public hearing.

RESOLUTION NO. 09-23-21C

A RESOLUTION PROVIDING FOR NOTICE OF A PUBLIC HEARING TO CONSIDER ADOPTION OF REDEVELOPMENT PROJECT PLAN B1 FOR THE HOMESTEAD LANE RETAIL TIF DISTRICT

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

WHEREAS, the Governing Body desires to consider adoption of Redevelopment (TIF) Project Plan B1 (“Project Plan B1”) in accordance with the Act, which provides for the redevelopment of approximately 42 acres located in the southwest corner of Homestead Lane and 199th Street (the “Project Plan B1 Area”) by constructing hotels, a conference center, travel center, restaurants, retail space, office space and associated infrastructure improvements (the “Private Project”); and

WHEREAS, a feasibility study was completed which indicates the benefits derived from Project Plan B1 are significant; and

WHEREAS, on September 14, 2021, the City Planning Commission reviewed Project Plan B1 and passed a resolution finding that Project Plan B1 is consistent with the intent of the comprehensive general plan for the development of the City;

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

Section 1. A public hearing to consider adoption of Project Plan B1 shall be held at the City Council meeting on September 23, 2021, at 7:00pm, or as soon thereafter as practical, at the Edgerton Community Building, 404 E. Nelson Street, Edgerton, Kansas.

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

Section 3. The boundaries of the Project Plan B1 Area that is the subject of Project Plan B1 is set forth in **Exhibit B**. A sketch depicting the Project Plan B1 Area to be redeveloped as Project Plan B1 is attached as **Exhibit C**.

Section 4. Project Plan B1, including the feasibility study and a description and map of the area to be redeveloped, are available for inspection during regular business hours in the office of the City Clerk. Because no relocation is required by the Project Plan, no relocation assistance plan is included, and there are no financial guarantees of prospective developers.

SECTION 5: The City Clerk shall mail a copy of this Resolution and a copy of Project Plan B1 by certified mail, return receipt requested, to the Board of County Commissioners of Johnson County, Kansas, and the Board of Education of Unified School District No. 231, Johnson County, Kansas. The City Clerk shall also mail copies of the above by certified mail to each owner and occupant of land within the Project Plan B1 Area not more than 10 days following the date of adoption of this Resolution.

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

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

ADOPTED this 23rd day of September, 2021.

CITY OF EDGERTON, KANSAS

[SEAL]

By: _____
Mayor

ATTEST:

City Clerk

EXHIBIT A

LEGAL DESCRIPTION OF HOMESTEAD LANE RETAIL REDEVELOPMENT DISTRICT

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

TRACT I:

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

And except

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

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

TRACT II:

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

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

And:

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

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

Except:

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

Commencing at the Southeast corner of the Northeast Quarter of said Section 9; thence North 89 degrees 50 minutes 55 seconds West along the South line of the Northeast Quarter of said Section 9, 879.74 feet to the true point of beginning; thence North 00 degrees 21 minutes 18 seconds West parallel to the East line of said Section 9, 680.00 feet; thence North 89 degrees 50 minutes 55 seconds West 980.53 feet; thence South 00 degrees 27 minutes 14 seconds East along the Easterly right-of-way line of Pepper Tree Lane, 25.00 feet; thence North 89 degrees 50 minutes 55 seconds West along the Southerly right-of-way line of Pepper Tree Lane, 300.00 feet; thence South 00 degrees 27 minutes 18 seconds East, 50.00 feet; thence South 89 degrees 50 minutes 55 seconds East, 350.00 feet; thence South 31 degrees 48 minutes 49 seconds East, 63.40 feet; thence South 01 degrees 02 minutes 55 seconds East, 107.74 feet; thence South 39 degrees 42 minutes 31 seconds West, 27.31 feet; thence South 12 degrees 18 minutes 34 seconds East, 32.12 feet; thence South 39 degrees 22 minutes 58 seconds East, 35.76 feet; thence South 88 degrees 39 minutes 55 seconds East, 48.26 feet; thence North 78 degrees 35 minutes 27 seconds East, 29.31 feet; thence North 53 degrees 35 minutes 10 seconds East, 26.17 feet; thence North 43 degrees 04 minutes 52 seconds East, 17.52 feet; thence South 51 degrees 56 minutes 36 seconds East, 78.15 feet; thence South 89 degrees 50 minutes 55 seconds East, 252.55 feet; thence South 00 degrees 21 minutes 18 seconds East, 330.00 feet; to a point on the South line of the Northeast Quarter of said Section 9; thence South 89 degrees 50 minutes 55 seconds East along the South line of the Northeast Quarter of said Section 9, 442.00 feet to the point of beginning.

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

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

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

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

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

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

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

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

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

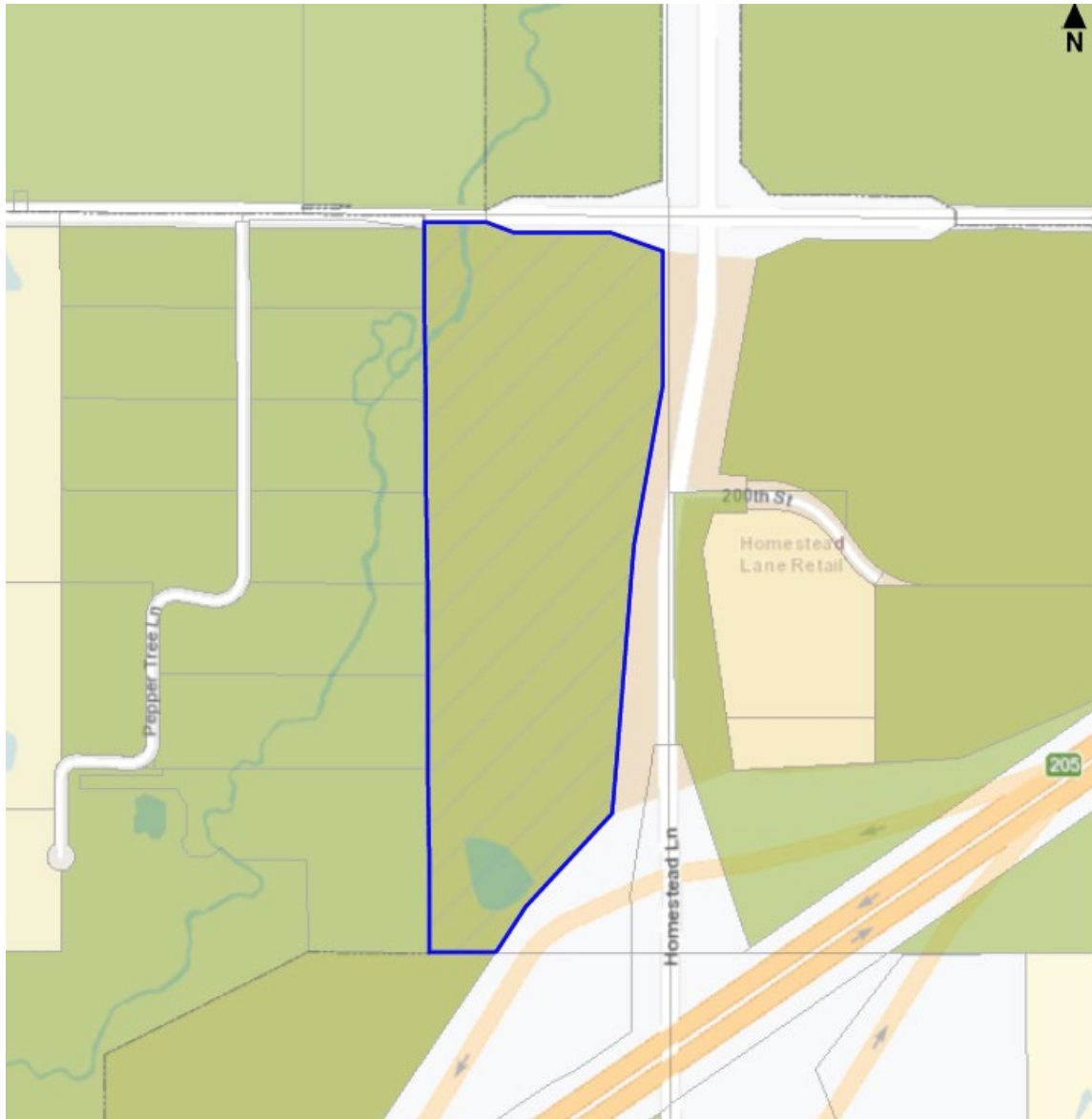
All of Lot 6 Except the South 514.50 feet of the east 121.7 feet; and except the South 145 feet of the West 108.3 feet of the East 222 feet of County Clerk's subdivision of the NW 1/4 of Section 7, Township 15, Range 22, in Johnson County, Kansas.

EXHIBIT B
LEGAL DESCRIPTION OF PROJECT PLAN B1 AREA

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

EXHIBIT C

Map of Boundaries of Project Plan B1 Area



City Council Action Item

Council Meeting Date: September 23, 2021

Department: Public Works

Agenda Item: Consider Award Contract for 2021 CDBG 7th and Nelson Sanitary Sewer Rehabilitation Project

Background/Description of Item:

Each year Johnson County invites cities to submit application for Community Development Block Grant (CDBG) funds made available by the federal government. Johnson County states that the primary goal of Johnson County's Community Development program is to provide federal financial assistance to eligible applicants for the purpose of community development. Toward this goal, the County has identified a number of strategic priorities.

During the work session held on October 10, 2019, City Council identified the 7th and Nelson Sanitary Sewer Project as a priority for completion. This project would be an eligible Public Facilities and Improvement project by definition for use of CDBG funds. Additionally, all of Edgerton is within a Census Block Group that qualifies for funding by area benefit.

On May 28, 2020 City Council approved the submission of an application to Johnson County for the 7th & Nelson Sanitary Sewer Project for Community Development Block Grant (CDBG) funding.

In September of 2020 Johnson County notified staff of the proposed award of the full funding request (\$200,000).

On December 11, 2020, the City of Edgerton issued a Request for Qualifications seeking engineering teams for the design of the 2021 CDBG 7th & Nelson Sanitary Sewer Project. To maximize the usage of the funds provided by CDBG, the proposed project area is larger than the proposed scope of the project. At the December 11, 2021 City Council meeting, Trekk was selected as the designer for this project.

On February, 25, 2021 City Council approved selection of TREKK Design Group LLC for the engineering and design services of the project.

On July 22, 2021 City Council approved the concurrence to bid.

On August 27, 2021, the City of Edgerton held a public bid opening. A total of three (3) bids were received, opened and read aloud to the public. This project consisted of a base bid, with

no alternates. The base bids ranged from a low of \$231,233.25 to a high of \$255,850.90. Trekk provided an opinion of probable cost of \$297,264, showing these bids are within project budget. Trekk has provided a letter of recommendation for Municipal Pipe Tool.

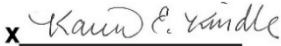
Based upon review of the bids, the letter of recommendation by Trekk and requirements from US Department of Housing and Urban Development (HUD) for CDBG projects, staff recommends the apparent low bidder, Municipal Pipe Tool to complete the project, as they are qualified to perform the scope of work included in this project.

Funding for this consists of CDBG funds and Sewer funds as described below.

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

Funding Source: CDBG Grant Funds - \$200,000
Sewer Fund - \$318,000

Budget Allocated: \$518,000

Finance Director Approval: ☒ 
Karen Kindle, Finance Director

Recommendation: Award Contract to Municipal Pipe Tool For The 2021 CDBG 7th and Nelson Sanitary Sewer Rehabilitation Project

Enclosed: Recommendation Letter from Trekk
Bid Tab

Prepared by: Dan Merkh, Public Works Director



September 8, 2021

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

Re: Edgerton 7th & Nelson Sanitary Sewer Rehabilitation Contract Award

Dear Mr. Merkh:

Following the bid opening for the above-referenced project, we reviewed the bid documents and the Statement of Bidder's Qualifications provided by bidders with the bid documents. Our review included the following items:

1. Bid Documents and Requirements:

- a. **Verify Bids** – Verification of base bid totals for each bidder by checking the multiplication of the quantities by the unit prices, then adding the item totals.

Result: All bidders tabulated their bids correctly. Please see the attached bid tabulation.

- b. **Evaluation of Bid Requirements** – The bid requirements included the following, as required by the Instructions to Bidders (item #3) and the Advertisement for Bid:

- Bid bond
- Statement of Bidder's Qualifications
- Acknowledgment of the addendums
- Sign and date the bid
- Proposal made on bound Project Manual

Result: All the requirements were met by all the bidders, except Pipe Tool Co. and SAK Construction submitted only the pertinent required bid documents, instead of a full bound copy of the Project Manual as noted by the Instructions to Bidders and Advertisement for Bid. Please note that, per the Instructions to Bidders (item #16), "The City of Edgerton reserves the right to reject any or all bids for any reason and to omit one or more items, or portions of items, of the proposal from the award of the contract, in its sole discretion." We recommend that you review Community Development Block Grant requirements and get advice from counsel to help you understand how to proceed before awarding the contract.

2. Bidder's Statement of Qualifications Reviews:

- a. Bidder's Statement of Qualifications – Review of each submission of the Bidder's Statement of Qualifications, including the following: Contracts on Hand List, Completed Projects List, Arbitration, and Major Equipment List.
- b. Calls to Project Contacts – Calls or attempts to call selected project contacts for similar work listed on the Completed Projects lists provided by each bidder to verify work experience, and inquire about quality of work, equipment and crew resources, and timeliness.
- c. 02537 Experience Requirement – Comparison of the project experience to the CIPP experience requirement in Section 02537, "Installer must have been in the CIPP business for at least two (2) years. In addition, the Installer must have successfully installed at least 500,000 feet of the product in wastewater collection systems. Installer's onsite superintendents designated for this project must have had at least two (2) years of continuous active experience in the installation of CIPP, and have been employed by the installer for no less than the past twelve (12) months."

Result:

- i. Municipal Pipe Tool Co. –
 - 1. Bidder's Statement of Qualifications –
 - a. Please refer to the bidder's statement of qualifications regarding an arbitration issue.
 - b. Note that the Completed Projects list provided spans the years of 1997 to 2016 only and includes no completed project experience for the years after 2016. The CIPP Project Work Outstanding list does show some CIPP work currently under contract, but not completed at the time of bid.
 - 2. Calls to Project Contacts – Conversations with project contacts about the Contractor and past project work were generally positive except for the project involving the arbitration issue.
 - 3. 02537 Experience Requirement –
 - a. Note that the Completed Projects list provides both documentation of the two (2) year and 500,000 feet experience requirements, however, note that this project experience submitted is all dated 2016 and before.
 - b. Since no project work was submitted for the years of 2017 to the present, it was unclear that the company has current CIPP experience to meet the two (2) year continuous active installation supervisor experience or the past twelve (12) months installer experience requirement.
- ii. Havens Construction Co. –
 - 1. Bidder's Statement of Qualifications – The Completed Projects list did not specify if CIPP was included in the work. Discussions with three of the six project contacts indicated that CIPP was in the scope of only one of the three projects discussed. The other three (3) projects provided on the list appear likely that CIPP may likely be part of the scope of work, however we were unable to confirm the scope.
 - 2. Calls to Project Contacts – Conversations with project contacts about the Contractor and past project work were positive.

3. 02537 Experience Requirement –
 - a. Only three of the four projects on the Similar Projects list included CIPP as part of the scope of work, totaling 170,000 feet of CIPP work in progress at this time.
 - b. Without assuming CIPP footage on the completed projects, it is unclear if the Contractor meets the two (2) year and 500,000 feet experience requirements, the two (2) year continuous active installation supervisor experience, or the past twelve (12) months installer experience requirement.
- iii. SAK Construction –
 1. Bidder's Statement of Qualifications – Please refer to the bidder's statement of qualifications regarding an arbitration issue.
 2. Calls to Project Contacts – Conversations with project contacts about the Contractor and past project work were positive.
 3. 02537 Experience Requirement – The Completed Project list shows sufficient CIPP work to meet two (2) year and 500,000 feet experience requirements, the two (2) year continuous active installation supervisor experience, and the past twelve (12) months installer experience requirement.

Please let me know if you need any other information to assist you in awarding the Edgerton 7th and Nelson Sanitary Sewer Rehabilitation project. We look forward to working with you during construction.

Sincerely,

TREKK Design Group, LLC



Amy E. Gralapp, P.E.
Project Manager

Attachment: Bid Tabulation

Cc: Brian Stanley, City of Edgerton, Kansas
File

Project: City of Edgerton, Kansas, 7th and Nelson Sanitary Sewer Rehabilitation
 Bid Date/Time: 8/27/2021 2:00 PM

BASE BID				Bids					
1 Bidder Name				Municipal Pipe Tool Co., Inc.		Havens Construction Co, Inc.		SAK Construction, LLC	
Item No.	Item Description	Quantity	Unit	Unit Bid Price	Item Total	Unit Bid Price	Item Total	Unit Bid Price	Item Total
-General									
1.	Mobilization (up to maximum of 10%)	1	L.S.	\$9,755.60	\$9,755.60	\$18,171.00	\$18,171.00	\$3,000.00	\$3,000.00
-Sanitary Sewer - Pipe Rehabilitation									
2.	8" Cured-In-Place Pipe	4321	L.F.	\$23.50	\$101,543.50	\$27.00	\$116,667.00	\$23.90	\$103,271.90
3.	5' Point Repair of 8" Sewer Pipe	3	EA	\$3,885.00	\$11,655.00	\$6,000.00	\$18,000.00	\$7,450.00	\$22,350.00
4.	10' Point Repair of 8" Sewer Pipe	1	EA	\$3,412.50	\$3,412.50	\$8,000.00	\$8,000.00	\$9,720.00	\$9,720.00
5.	30' Point Repair of 8" Sewer Pipe	1	EA	\$5,040.00	\$5,040.00	\$14,000.00	\$14,000.00	\$20,830.00	\$20,830.00
6.	Short Lateral Full Wraps	25	EA	\$2,775.15	\$69,378.75	\$1,450.00	\$36,250.00	\$1,650.00	\$41,250.00
-Sanitary Sewer - Manhole Rehabilitation									
7.	Replace Frame/Cover/Frame Seal	4	EA	\$1,548.75	\$6,195.00	\$1,300.00	\$5,200.00	\$2,560.00	\$10,240.00
8.	Manhole Cementitious Liner	39.4	V.F.	\$178.50	\$7,032.90	\$190.00	\$7,486.00	\$260.00	\$10,244.00
9	Pipe Seal Rehab	4	EA	\$840.00	\$3,360.00	\$235.00	\$940.00	\$1,390.00	\$5,560.00
10.	Raise Manhole	1	EA	\$4,725.00	\$4,725.00	\$575.00	\$575.00	\$5,560.00	\$5,560.00
11.	Cementitious Liner Repair	11	EA	\$525.00	\$5,775.00	\$545.00	\$5,995.00	\$995.00	\$10,945.00
12.	Exterior Manhole Chimney Wrap	2	EA	\$525.00	\$1,050.00	\$825.00	\$1,650.00	\$3,890.00	\$7,780.00
13.	Bench Repair	2	EA	\$630.00	\$1,260.00	\$450.00	\$900.00	\$1,670.00	\$3,340.00
14.	Clean Manhole	2	EA	\$525.00	\$1,050.00	\$200.00	\$400.00	\$880.00	\$1,760.00
BASE BID TOTAL				\$231,233.25		\$234,234.00		\$255,850.90	

City Council Action Item

Council Meeting Date: September 23, 2021

Department: Public Works

Agenda Item: Consider a Professional Services Agreement with Renaissance Infrastructure Consulting to Provide Construction Inspection Services For The 2021 CDBG 7th and Nelson Sanitary Sewer Rehabilitation Project

Background/Description of Item:

Similar to other large infrastructure projects constructed by the City of Edgerton, a critical component to the success of the 2021 CDBG 7th and Nelson Sanitary Sewer Rehabilitation Project is partnering with a firm to perform the construction inspection services. Renaissance Infrastructure Consulting (RIC) has submitted bids and gone through the interview process with City staff, including providing services for construction inspection of 200th and Homestead Intersection Project. 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 2021 CDBG 7th and Nelson Sanitary Sewer Rehabilitation 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: CDBG Grant Funds - \$200,000
Sewer Funds - \$318,000

Budget Allocated: \$518,000

Finance Director Approval:

x Karen E. Kindle

Karen Kindle, Finance Director

Recommendation: Approve Professional Services Agreement with Renaissance Infrastructure Consulting For Provide Construction Inspection Services For The 2021 CDBG 7th and Nelson Sanitary Sewer Rehabilitation Project
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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

MEMORANDUM

Date: September 23, 2021
To: City of Edgerton Governing Body
From: Katy Crow, Development Services Director
Re: Status Update – 502 E. 2nd Street, Edgerton, Kansas

On July 22, 2021 the Edgerton City Council passed Resolution 07-22-21A which requires the owners of 502 E. 2nd Street, Edgerton, Kansas to resolve the dangerous and unfit structure which exists on said property by February 24, 2022. This resolution continues action taken in Resolution 10-22-20A which set a deadline of July 22, 2021 to resolve the dangerous structure status of this property.

As part of the adoption of Resolution 07-22-21A, the Governing Body requested staff provide bi-monthly updates on the progress being made at the site.

On September 17, 2021 City staff performed a walkthrough of the site with the owners of the property, Juan Abundiz and Vicenta Hernandez to review the status of the project. The last update was provided to the Governing Body on July 22, 2021. Since the last walk-through the owner has completed the installation of siding on all four sides of the home and completed the installation of windows on both levels. Additionally, a sliding glass patio door has been added to the deck area. The owner has stated that the next step would be to replace the roof.

There has been minimal progress on the site over the last two months due to the owner being kept busy with his regular job which is also in construction work. In late August the property was in violation for tall weeds and grass and an order of violation was sent to the owner. The yard was mowed before abatement of the condition was required by the City. Additionally, there is a significant amount of junk/trash/debris on the site due to the removal of old siding. City staff sent an order of violation for that condition on September 14, 2021. City staff did discuss these conditions with the owner during the walk through on September 17. Mr. Abundiz has stated he will be cleaning up the junk/trash/debris within the next few days.

There continues to be a challenge on the property with a dying tree that needs to be removed. The tree's limbs are close to and, in some instances, touching Evergy power lines. Recently a large limb from that tree fell into the adjacent alleyway and it was removed by City staff. Mr. Abundiz is at a loss of how to safely remove the tree without some assistance from Evergy. I have reached out to a contact that I have with the utility company to see if I can't put him in touch with someone who could work through this item with him.

City staff will perform another walkthrough in November and provide an update at the November 18, 2021 Council Meeting.







