EDGERTON CITY COUNCIL
MEETING AGENDA
CITY HALL, 404 EAST NELSON STREET
July 25, 2024
7:00 P.M.

Call to Order

1. **Roll Call**
   ____ Roberts ____ Longanecker ____ Lewis ____ Lebakken ____ Malloy ____ Conus
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 July 11, 2024 Regular City Council Meeting

   Motion: _____ Second: _____ Vote: ____

Regular Agenda

5. **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.

6. **Public Comments.** The City of Edgerton encourages public participation in local governance issues. To facilitate an efficient and effective meeting, persons wishing to address the City Council must sign-up before the meeting begins. Speakers must provide their name and address for the record and are limited to three (3) minutes. The maximum time limit for all speakers will be thirty (30) minutes. Comments on personnel matters or matters pending before court/other outside tribunals are not permitted. Any comments are for informational purposes only. No action will be taken.

   The Mayor may modify these provisions, as necessary. The Mayor may limit any unnecessary, off-topic, or redundant comments or presentations. Speakers should address their comments to City Council members only and should not speak to fellow audience members. City Council members will not engage in a dialogue or debate with speakers. Speakers and audience members should conduct themselves in a civil and respectful manner. Disruptive conduct may result in removal from the meeting.

7. **Proclamation.** Declaring July 25, 2024 National Fentanyl Awareness Day

8. **Presentation.** City Clerk and Municipal Finance Officers Association Award

Business Requiring Action

9. **CONSIDER RESOLUTION NO. 07-25-24A AUTHORIZING THE CITY OF EDGERTON, KANSAS TO ENTER INTO A SECOND AMENDMENT TO DEVELOPMENT AGREEMENT FOR THE EDGERTON CROSSING WOODSTONE PROJECT**

   Motion: _____ Second: _____ Vote: ____

10. **CONSIDER APPLICATION PUD2024-0101, FINAL PUD PLAN/PLAT FOR DWYER FARMS, PHASE 2, LOCATED SOUTHWEST OF THE INTERSECTION OF BRAUN STREET/207TH STREET AND W. 8TH STREET/EDGERTON ROAD, EDGERTON, KANSAS**

    Motion: _____ Second: _____ Vote: ____

11. **CONSIDER ORDINANCE NO. 2163 AUTHORIZING THE ISSUANCE OF SPECIAL OBLIGATION TAX INCREMENT AND CID REVENUE BONDS (HOMESTEAD LANE RETAIL DISTRICT) SERIES 2024 IN THE MAXIMUM PRINCIPAL AMOUNT OF $1,350,000 OF THE CITY OF EDGERTON, KANSAS, FOR THE PURPOSE OF FUNDING AND/OR REFINANCING THE COSTS OF A PROJECT; AND APPROVING CERTAIN DOCUMENTS AND ACTIONS IN CONNECTION WITH THE ISSUANCE OF THE BONDS**

    Motion: _____ Second: _____ Vote: ____

12. **CONSIDER THE PURCHASE OF A TAKEUCHI TL12R2 TRACK LOADER & HYDRAULIC HAMMER ATTACHMENT, TO BE PURCHASED FROM KIRBY SMITH MACHINERY**

    Motion: _____ Second: _____ Vote: ____

13. **CONSIDER AMENDMENT #1 TO AGREEMENT WITH TETRA TECH FOR 2024 CDBG – 2ND AND HULETT SANITARY SEWER REHABILITATION PROJECT**

    Motion: _____ Second: _____ Vote: ____

14. **Report by the City Administrator**
    - 2nd Quarter Finance Report
    - 2nd Quarter Community Development Report
    - Request from Johnson County for Homeless Services Center Operational Support
    - CIP Project Update for Glendell Acres Park Renovation

15. **Report by the Mayor**

16. **Future Meeting Reminders:**
    - August 8: City Council Meeting – 7:00 PM
    - August 13: Planning Commission – 7:00 PM
    - August 22: City Council Meeting – 7:00 PM
    - September 10: Planning Commission – 7:00 PM
    - September 12: City Council Meeting – 7:00 PM
    - September 26: City Council Meeting – 7:00 PM

17. **CONSIDER RECESSING INTO EXECUTIVE SESSION PURSUANT TO THE ATTORNEY/CLIENT EXCEPTION TO INCLUDE CITY ATTORNEY AND CITY ADMINISTRATOR FOR DISCUSSIONS RELATED TO PENDING LITIGATION (K.S.A. 75- 4319(B)(2))**

    Motion: _____ Second: _____ Vote: ____

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

EVENTS

7/24: Dog Bite Prevention Class
7/25: Crafty Kids: Paint Pouring
8/1: Culinary Kids: Grilled Cheese and Ranch
8/1: Summer Art: Watercolor Flowers
8/2: Animal Wonders: Birds
8/8: Crafty Kids: Frog Origami
8/9: Back to School Foam Party
8/13: Tales for Tots
8/15: Sweet Summer: Mochi
8/16: Coloring Cafe
8/21: Senior Lunch
8/23: Murder Mystery
8/24: Pizza Party Bingo Bonanza
8/29: Summer Art: Beaded Earrings

City of Edgerton, Kansas
Minutes of City Council Session
July 11, 2024

A Session of the City Council (the Council) was held in the Edgerton City Hall, 404 E. Nelson, Edgerton, Kansas July 11, 2024. The meeting convened at 7:00 PM with Council President Clay Longanecker presiding.

1. **ROLL CALL**

Clay Longanecker	present
Josh Lewis	absent
Deb Lebakken	present
Bill Malloy	present
Ron Conus	present

With a quorum present, the meeting commenced.

Staff in attendance: City Administrator, Beth Linn
Assistant City Clerk, Alex Firth
Assistant to the City Administrator, Kara Banks
Public Works Director, Dan Merkh
Public Work Superintendent, Trey Whitaker
Parks and Recreation Director, Levi Meyer
CIP Project Manager, Holly Robertson
Development Services Director, Zach Moore
Director of Finance, Karen Kindle
City Building Inspector, Jim Brown
Utilities Superintendent, Mike Mabrey

2. **WELCOME**. Mayor Roberts welcomed all in attendance.

3. **PLEDGE OF ALLEGIANCE**. All present participated in the 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 July 2, 2024, Special City Council Meeting
5. Approve Final Acceptance of the Design/Build of the Skate Park for Glendell Acres Park Improvements.

Councilmember Longanecker motions to remove item 5 from the consent agenda. Motion seconded by Councilmember Lebakken. Motion approved, 4-0.

Councilmember Longanecker asks Mr. Merkh about the warranty and why it is worded the way that it is.

DRAFT

Mr. Merkh states that the warranty is related to how the contractor lays the concrete for the ramp.

Councilmember Conus asks if there is risk with freeze and thawing. Mr. Merkh replied that there will be small cracks that form, and there will always be risk. Mr. Merkh adds the material used for the skate park is the same material that we use for our roadways.

Councilmember Lebakken says that with concrete as the material there will always be a risk of cracks, it is the nature of the material.

Mr. Merkh stated the material used for the skate park is the same material that we use for our roadways and is a KDOT specification.

Councilmember Lebakken moved to approve the Consent Agenda, seconded by Councilmember Conus. The Consent Agenda was approved, 4-0.

Regular Agenda

6. **Declaration.** There were no declarations made.

7. **Public Comments.**

Mr. William LaFalce thanked Council for the quick turnaround for the information regarding the historical register and the process for getting a roadside sign.

Mr. LaFalce stated he would like to see new dining options in the area. He would like to encourage fine dining restaurants that are on the higher end like a fish, Greek, Steak, or Italian restaurant come to Edgerton, as well as entertainment like mini golf.

He stated that he lives in the cul-de-sac between West McDonald and W 4th Street and a couple years back some heavy vehicles tore up the street and caused a major pothole. The road was patched but now heavy vehicles have come through the neighborhood and tore the street up again and would like to request that his street get looked at.

Mr. LaFalce also requested Council create an evacuation plan and emergency plan. He stated he served on a taskforce with the U.S. Army during Y2K and he believes a plan would benefit all citizens.

Councilmember Longanecker stated that there could be a few restaurants coming down the line.

Mr. LaFalce stated he is getting older and would like something closer.

There were no further public comments made.

8. **Presentation.** 2024 ETC Citizen Survey Results

DRAFT

Ryan Murray with ETC Institute presented the survey data.

The purpose of doing this survey is for the city to ask questions and see the improvements in categories. Mr. Murray stated that the city does a good job with asking similar questions over the years to target the satisfaction of the populus and target some pressure points.

This is the 6th survey done with Edgerton since 2013. It takes about 13 – 18 minutes completed online. He stated that Edgerton continues to trend well compared with other communities. Benchmarks compared to the national average are significantly above average.

He stated comparative disadvantages that resulted from the survey were the adequacy of city street lighting and infrastructure, which is very common in smaller towns.

Councilmember Longanecker stated that he hopes that the next survey residents remember the major street construction that we will be doing this year.

Councilmember Conus added that even if we were to resurface every road in Edgerton there would be complaints of some sort.

Beth stated that sometimes residents will see a street being resurfaced in another neighborhood and forget that their street was touched 3-5 years ago.

She added the City has quite a few major projects that have a lot longer of a lead time from beginning to end and she is hoping that these projects like the Greenspace, Glendale Park and other park upgrades in the city will be recognized by the time the next survey is released in 2026.

Mr. Murray stated the percentage of return is high compared to other communities. Edgerton gets about 33% of surveys back when other communities are closer to 20%.

Council thanks Mr. Murray for the results.

9. **CONSIDER RESOLUTION NO. 07-11-24A PROVIDING FOR A HEARING TO DISCUSS A POSSIBLE DANGEROUS AND UNSAFE BUILDING EXISTING AT 301 E. 5TH STREET IN THE CITY OF EDGERTON, JOHNSON COUNTY, KANSAS PURSUANT TO CITY OF EDGERTON MUNICIPAL CODE, CHAPTER IV, ARTICLE 4, SECTION 4-1105**

Development Services Director Zachary Moore stated that Jim Brown,city building inspector, did an inspection and report which is exhibit A.

Councilmember Longanecker says that he went by the property earlier today and there is not a lot happening with the property and that we should pursue action in the best interest of the city.

DRAFT

Councilmember Lebakken says that she did see that there was someone at the property last Friday working over there.

Councilmember Lebakken moved to approve, seconded by Councilmember Malloy. The agreement was approved, 4-0.

10. **CONSIDER AMENDMENT TO THE COOPERATION AGREEMENT WITH THE BOARD OF COUNTY COMMISSIONERS OF JOHNSON COUNTY, KANSAS FOR RENEWING PARTICIPATION IN THE JOHNSON COUNTY URBAN COUNTY FOR PARTICIPATION IN THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG), HOME INVESTMENT PARTNERSHIPS (HOME), AND EMERGENCY SOLUTIONS GRANT (ESG)**

CIP Project Manager Holly Robertson stated there are three programs that the City is able to participate in: Community Development Block Grant (CDBG), Home Investment Partnerships (HOME), and Emergency Solutions Grant (ESG).

On June 27, 2024, Johnson County Planning, Housing & Community Development issued an amendment to the Cooperation Agreement to the City. The amendment is necessary for the County to continue to meet HUD requirements for cooperation agreements for Urban County Qualifications.

Councilmember Lebakken asked how the word curing was being used in this situation. Ms. Robertson answered curing essentially means remedy in this instance. For example, if a house was out of code and had to be cited for code violations.

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

11. **CONSIDER ORDINANCE NO. 2162 AUTHORIZING THE EXECUTION OF A LOAN AGREEMENT BETWEEN THE CITY OF EDGERTON, KANSAS AND THE STATE OF KANSAS, ACTING BY AND THROUGH THE KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT FOR THE PURPOSE OF OBTAINING A LOAN FROM THE KANSAS WATER POLLUTION CONTROL REVOLVING FUND FOR THE PURPOSE OF FINANCING A WASTEWATER TREATMENT PROJECT; ESTABLISHING A DEDICATED REVENUE FOR REPAYMENT OF SUCH LOAN; AUTHORIZING AND APPROVING CERTAIN DOCUMENTS IN CONNECTION THEREWITH; AND AUTHORIZING CERTAIN OTHER ACTIONS IN CONNECTION WITH THE LOAN AGREEMENT.**

Public Works Director Dan Merkh presented the Dwyer Sewer Sanitary Sewer Extension project.

Councilmember Conus asked if those funds from the development go anywhere besides the City. Ms. Linn answered no.

DRAFT

Councilmember Conus asked if there is a breakeven number of homes to be sold. Ms. Linn answered that there is a cost benefit analysis that was done before the project was started for how many houses it would take for break even for the new homes.

Councilmember Conus follows up asking if the rest of the development is not built who ends up having to pay that money.

City Attorney Lee Hendricks says that the money may fall back on the developer. Ms. Linn states that the Development agreement requires a certain level of construction on the projects.

Ms. Linn adds the benefit of the SRF loan is the low interest rate.

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

12. **Report by the City Administrator**
    - Senior Property Tax Rebate and HOME Improvements Grant Update

Assistant to the City Administrator, Kara Banks stated Council allocated to $65,000 to the senior tax rebate program. To date, the City has issued approximately $27,500 back to seniors and will continue to do so until September 30th. She added the City will do another push in the newsletter for more applicants. The HOME Improvement grant project has $25,000 allocated. She stated to date there have been 7 projects approved across town and several completed at a total of $3,675 so far.

Councilmember Conus asked about the process of the project, is it mandatory that you get your application to the city before you start your project. Ms. Banks replies, yes, the resident has to apply before the project is started and get approval before the project begins.

- Update on 312 E 5th St.

Mr. Zachary Moore gave an update on the unsafe structure at 312 E 5th St. He stated the property owner has received a couple of quotes from structural engineers. They have received one and are now awaiting a second and would like the second quote first before deciding on if the building with be demolished.

The owner's lawyer, William Meyer from South Law PC, stated the first engineer was found to not be qualified to make the quote. The appraisal for $15,000 for as is and in repaired value. He states that he is pretty sure that the owner will make the move to demolish. He is asking Council for approval to move out the next update to 60 days instead of 30 days.

Councilmember Longanecker stated he is still concerned about kids on this property. Mr. Meyer stated he would let his client know about the worry of risk.

DRAFT

Councilmember Longanecker motions to extend the next update to August 22. Councilmember Conus seconds. Motion was approved 4-0.

- Utilities Quarterly Update

Utilities Superintendent Mike Mabrey presented the Quarterly Utilities update. He stated there were just under 7 million gallons of water pumped from March to May. There were no tests failed and the city had no drinking water violations in the last year. He reviewed the status of the lead service line inventory project, stating the survey received 95 responses from March to May. He also reviewed major repairs at the Big Bull Creek Wastewater Treatment Plant.

Councilmember Longanecker asked how the survey for the lead pipes is coming along. Mr. Mabrey answerd that there are four homes that will need additional inspection to determine if they have lead lines. He added the more people that we can get to do the survey the less work the city has to do to get the answers. Councilmember Longanecker asked if the City is getting more responses. Mr. Mabrey replied we have about 140 responses now, but we still have a way to go.

Councilmember Lebakken is asking if there is a non-response does that mean that there is lead. Ms. Linn answers that staff would like to avoid non-answers. An unknown will be treated as a possible lead answer. She stated staff can look at other information to possibly determine if there is lead present in the property, for example if the house was built after 1989 then we can rule out lead.

- Municipal Court Update

Ms. Banks reported a total of 209 citations were given from January to June with an average docket size of 70 cases from February to June. 29% of cases are cleared within 30 days and 71% is cleared within 90 days.

- Johnson County Sheriff's Office Update

Captain Dan Direcks with the Sheriff's office along with the new Administrative Sergeant Erika Simpson presented the update to Council. They reviewed the number of citations and warnings, stating the numbers have increased this year in comparison to 2023. Something to note, these numbers do not represent citations they represent violations. You can have multiple violations on one citation.

Traffic accidents there is not much of a change and sitting low.

Crimes against society had a significant decrease and increase in crime against persons in the first half of 2024. The Sheriff's Office shows close to 4,000 calls for the first half of the year for service in Edgerton. They reviewed CVSA stops.

DRAFT

Master Deputy Brad Johnson is the only level one CVSA inspector. He stated the Sheriff's Office has put 25 drivers out of service and 21 vehicles out of service. There are no seizures this year where there were 2 trucks, two trailers, and a car last year.

Ms. Linn asked how long it takes for a level one inspection. Deputy Johnson responded anywhere from an hour and a half to possibly 10 hours. It is a very lengthy process, and it is a 2-week training course that is very rigorous.

There have been a lot of people ranking up into new positions or retiring and with Master Deputy Brad Johnson being the only inspector right now numbers are a little lower.

Councilmember Conus asked what the driver out of service means. Master Deputy Brad Johnson answers the driver is not allowed to drive and parks them at the truck stop. Reasons for the out of service stop vary.

Councilmember Longanecker asked that there is not a decrease in the number of violations, is the issue the manpower to find the violators. Deputy Johnson agreed.

13. **Report by the Mayor –** Mayor not present, Councilmember Longanecker does not have anything to report.

14. **Future Meeting Reminders**

Councilmember Longanecker reminded the Council of the future meetings for the Council and Planning Commission.

15. **CONSIDER RECESSING INTO EXECUTIVE SESSION PURSUANT TO THE ATTORNEY/CLIENT EXCEPTION TO INCLUDE CITY ATTORNEY AND CITY ADMINISTRATOR FOR DISCUSSIONS RELATED TO ACQUISITION OF REAL PROPERTY (K.S.A. 75- 4319(B)(6))**

Councilmember Lebakken motioned to go into Executive Session. Motion seconded by Councilmember Malloy. Motion approved 4-0.

Councilmember Malloy motioned to re-enter the business session. Motion seconded by Councilmember Conus. Approved 4-0.

16. **Adjourn**

Councilmember Longanecker moved to adjourn, seconded by Councilmember Lebakken. The meeting was adjourned at 8:56 PM with a 4-0 vote.

Submitted by Alex Firth, Assistant City Clerk

DRAFT

PROCLAMATION

RECOGNIZING AUGUST 21 AS NATIONAL FENTANYL PREVENTION AND AWARENESS DAY

The City of Edgerton, Kansas, now recognizes debilitating effects of a dangerous drug and it's impact upon our community.

WHEREAS, Fentanyl, a powerful and synthetic opioid, according to the CDC, and has been impacting communities all throughout the U.S. including the KC metro area. Those dying have included infants, teenagers, adults, and seniors; and

WHEREAS, Fentanyl does not discriminate and can touch any life, be it family members, friends, work colleagues, and neighbors; and

WHEREAS, the urgency for continued awareness, ongoing and productive conversations and partnerships are critical in the fight against the fentanyl epidemic; As one parent put it, "awareness might be the only solution we have."

THEREFORE, in recognition of those who have have been impacted by Fentanyl, our deepest sorrows, and our sincere hope that all citizens provide their support in furthering awareness in our community about fentanyl. We, the City of Edgerton, do hereby proclaim August 21, 2024,

NATIONAL FENTANYL PREVENTION AND AWARENESS DAY.

In witness whereof, I have hereunto set my hand and caused the seal of the City of Edgerton, Kansas to be affixed this 25th day of July, 2024.

Donald Roberts, Mayor

Alexandria Clower, City Clerk

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CITY OF EDGERTON, KANSAS

COUNCIL AGENDA ITEM

Council Meeting Date: July 25, 2024

Agenda Item: Resolution Approving a Second Amendment to Development

Subject: Agreement Edgerton Crossing Woodstone Project

The City and the Developer entered into a Development Agreement for the development of the Edgerton Crossing project on September 10, 2021. The Development Agreement contained a project construction schedule. The project construction schedule required the developer to commence vertical construction no later than July 1, 2023, and receive a certificate of occupancy for the project minimum improvements no later than December 31, 2025.

The project minimum improvements consist of:

- The travel center
- One hotel with the conference center
- A quick-service restaurant and a casual dining restaurant

On March 23, 2023, the City and the Developer entered into a First Amendment to Development Agreement to extend the project construction schedule. The First Amendment requires the Developer to commence vertical construction no later than July 1, 2024, and to receive a certificate of occupancy for the project minimum improvements no later than December 31, 2026.

Woodstone has sold a portion of the project site for the development of a Maverik travel center. Maverik is in the planning process and will be the first project to commence construction within the Edgerton Crossing project. While it is anticipated that Maverik will commence construction soon, Maverik will not commence construction prior to the current July 1, 2024 deadline. Accordingly, the developer has requested that the City agree to move the vertical construction start date to later this year.

The Second Amendment requires vertical construction to commence no later than November 30, 2024. The Second Amendment does not change the December 31, 2026 date for the completion of the project minimum improvements.

The Resolution authorizes the City to enter into the Second Amendment to Development Agreement with Woodstone to amend the deadline for commencing vertical construction.

RESOLUTION NO. 07-25-24A

RESOLUTION AUTHORIZING THE CITY OF EDGERTON, KANSAS TO ENTER INTO A SECOND AMENDMENT TO DEVELOPMENT AGREEMENT FOR THE EDGERTON CROSSING WOODSTONE PROJECT

WHEREAS, the City of Edgerton, Kansas (the "City"), desires to promote, stimulate and develop the general welfare and economic prosperity of the City and its inhabitants and thereby to further promote, stimulate and develop the general welfare and economic prosperity of the State of Kansas; and

WHEREAS, Woodstone Properties, LLC, a Missouri limited liability company (the "Developer"), desires to develop two hotels, a conference center, a travel center, restaurants, office and retail space (the "Project") west of Homestead Lane and north of Interstate 35 in the Homestead Lane Retail TIF District; and

WHEREAS, the Developer and the City have previously entered into a Development Agreement dated September 10, 2021, as amended by a First Amendment to Development Agreement dated March 23, 2023 (the "Original Agreement"), that provides for the development of the Project and the receipt by the Developer of certain incentives, and also contains a Project construction schedule; and

WHEREAS, the Developer has requested that the City extend the Project construction schedule to provide the Developer with additional time to develop the Project; and

WHEREAS, the City desires to provide for additional time to develop the Project;

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

Section 1. Approval of Second Amendment to Development Agreement. The Governing Body hereby approves the form of Second Amendment to Development Agreement in substantially the form attached hereto as **Exhibit A** (the "Second Amendment"), which Second Amendment amends the Project construction schedule in the Original Agreement.

Section 2. Execution of Second Amendment. The Mayor of the City is hereby authorized to enter into the Second Amendment, in substantially the form presented to and reviewed by the Governing Body at this meeting (a copy of which upon execution shall be filed in the office of the City Clerk), with such changes therein as shall be approved by the Mayor, the Mayor's signature thereon being conclusive evidence of his approval thereof. The City Clerk of

the City is hereby authorized and directed to attest to and affix the seal of the City to the Second Amendment.

Section 3. Further Authority. The City shall, and the officers, employees and agents of the City are hereby authorized and directed to, take such action, expend such funds and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution and to carry out, comply with and perform the duties of the City with respect to the Second Amendment.

Section 4. Effective Date. This Resolution shall take effect and be in full force immediately after its adoption by the Governing Body.

ADOPTED this 25th day of July, 2024.

CITY OF EDGERTON, KANSAS

By: _____
Donald Roberts, Mayor

[SEAL]

ATTEST:

_____
Alexandria Clower, City Clerk

Approved as to form:

_____
Scott W. Anderson
Economic Development Counsel

EXHIBIT A

FORM OF SECOND AMENDMENT TO DEVELOPMENT AGREEMENT

SECOND AMENDMENT TO DEVELOPMENT AGREEMENT

(Woodstone Project)

THIS SECOND AMENDMENT TO DEVELOPMENT AGREEMENT (this "Second Amendment") is made this ___ day of July, 2024, between the **CITY OF EDGERTON, KANSAS**, a Kansas municipal corporation (the "City"), and **WOODSTONE PROPERTIES, LLC**, a Missouri limited liability company (the "Developer"), and amends the Development Agreement (Woodstone Project) dated September 10, 2021, as amended by the First Amendment to Development Agreement dated March 23, 2023 (the "Original Agreement"), between the City and the Developer. The City and the Developer may each be referred to herein as a "party" and collectively as the "parties".

RECITALS:

A. The City and the Developer have previously entered into the Original Agreement.

B. The parties desire to amend the Original Agreement as set forth herein (the Original Agreement, as amended by this Second Amendment, the "Agreement").

AGREEMENTS:

NOW, THEREFORE, in consideration of the mutual terms, covenants and conditions contained herein, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

Section 1. Definitions. Capitalized terms used in this Second Amendment but not defined herein shall have the meanings given to such terms as set forth in the Original Agreement.

Section 2. Amendment to Project Construction Schedule. Article VIII of the Original Agreement is hereby deleted and replaced with the following

ARTICLE VIII

PROJECT CONSTRUCTION SCHEDULE

Subject to an Excused Delay, Developer agrees that the Project will commence vertical construction no later than November 30, 2024. Subject to an Excused Delay, Developer agrees that the Project Minimum Improvements will receive a certificate of occupancy no later than December 31, 2026.

Section 3. Representations. Each party represents and warrants that it (a) has made due and diligent inquiry into the facts and matters which are the subject matter of this Second Amendment; (b) fully understands the legal effect of this Second Amendment; and (c) is duly

authorized and empowered to execute, deliver and perform this Second Amendment according to its terms and conditions.

Section 4. Entire Agreement. The Agreement is the entire agreement between the parties with respect to the subject matter hereof, the terms and provisions of the Agreement are contractual and not mere recitals and no alterations, amendment, modification, or interpretation thereof shall be binding unless in writing and signed by all parties.

Section 5. Effectiveness of Original Agreement. Except as amended by this Second Amendment, all terms and provisions of the Original Agreement shall remain in full force and effect.

Section 6. Counterparts. This Second Amendment may be executed in two or more counterparts, each of which shall be deemed to be an original but all of which together shall be deemed to be one and the same instrument.

[Remainder of page intentionally blank.]

IN WITNESS WHEREOF, this Second Amendment has been executed by the parties hereto on the date first above written.

CITY OF EDGERTON, KANSAS
a Kansas municipal corporation

By:_____
Donald Roberts
Mayor

Attest:

_____
Alexandria Clower
City Clerk

APPROVED AS TO FORM:

_____
Scott W. Anderson
Economic Development Counsel

WOODSTONE PROPERTIES, LLC
a Missouri limited liability company

By:_____
J. Shannon McMurdo
Member

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City Council Action Item

Council Meeting Date: July 25, 2024

Department: Community Development

Agenda Item: Consider Application PUD2024-0101, Final PUD Plan/Plat for Dwyer Farms, Phase 2, located southwest of the intersection of Braun Street/207th Street and W. 8th Street/Edgerton Road, Edgerton, Kansas.

Background/Description of Item:

Rausch Coleman Homes submitted Application PUD2024-0101, for a Final PUD Plan/Plat of Dwyer Farms, Phase 2 at the southwest corner of Braun Street/ 207th Street and 8th Street/Edgerton Road. This proposal is the second phase of a phased development of single-family homes that will include 275 residences when completed. This phase includes 105 single-family residential lots and one (1) common tract on 23.80± acres, equating to a net density of 4.41 units per acre. The common tract will all be owned and maintained by the Homeowner's Association and will be used for landscaping and a subdivision monument sign.

Included with this Final PUD Plan/Plat application is the request to accept the dedication of land for public use for Utility Easements (U/E), Drainage Easements (D/E), Ingress-Egress Easements (I/E.E), Sanitary Sewer Easements (S/E) and public street right-of-way for Braun Street/W. 207th Street, as well as the road network on the interior of the development.

The subject 23.80± acre parcel of land was annexed into the City of Edgerton in April 2022, and was subsequently rezoned to the PUD District (ZA2022-01) in August 2022. The Conceptual PUD Plan was also approved by the Governing Body in August 2022 with Ordinance 2114 (attached), and this Final PUD Plan/Plat is consistent with the previously approved Conceptual PUD (PUD2022-01).

The Planning Commission voted to recommend approval of PUD2024-0101, the Final PUD Plan/Plat for Dwyer Farms, Phase 2 at their July 9, 2024 meeting.

City staff has reviewed the Final PUD Plan/Plat submittal for conformance with the approved Conceptual PUD Plan and requirements in Articles 6 and 13 of the Edgerton UDC. The applicant's engineer will update the Final Plat as required by stipulations listed in the staff report prior to the Final Plat being recorded with the County. This Final Plat has been reviewed by the City Engineer and found to be in compliance with City Code requirements.

Related Ordinance(s) or Statue(s): K.S.A. 12-741, K.S.A 12-749, K.S.A. 12-752.

Funding Source: N/A

Budget Allocated: N/A

Finance Director Approval: N/A

Recommendation: Approve Application PUD2024-0101, Final PUD Plan/Plat for Dwyer Farms, Phase 2, located southwest of the intersection of Braun/207th Street and 8th Street/Edgerton Road, Edgerton, Kansas.

Enclosed:

- Ordinance 2114, approving PUD2022-01.
- PUD2024-0101 Planning Commission Packet from July 9, 2024 Meeting
- Excerpt of July 9, 2024 Planning Commission Meeting Draft Minutes – PUD2024-0101 portion only.

Prepared by: Zachary Moore, Development Services Director

ORDINANCE NO. 2114

AN ORDINANCE ADOPTING THE RECOMMENDATION OF THE CITY OF EDGERTON PLANNING COMMISSION TO APPROVE THE PLANNED UNIT DEVELOPMENT (PUD) CONCEPTUAL PLAN FOR 80.4 ACRES LOCATED AT THE SOUTHWEST CORNER OF 207TH STREET/BRAUN STREET AND 8TH STREET/EDGERTON ROAD.

WHEREAS, the purpose of the Planed Unit Development regulations of the Edgerton Unified Development Code is to encourage and allow more creative and imaginative design of land developments than is possible under district zoning regulations; and

WHEREAS, pursuant to those regulations, an applicant is required to submit a request for approval of a Conceptual Plan to the Zoning Administrator, which is in turn submitted to the Planning Commissioner for public hearing, review and recommendation; and

WHEREAS, the Zoning Administrator and the Planning Commission of the City of Edgerton, Kansas received a request for approval of a Conceptual Plan from Jesse Fulcher, applicant representative for the owners, Dennis L. Dwyer, Vickie J. Dwyer, David L. Dwyer and Kendra L. Dwyer, and developer, Rausch Coleman Homes, for a parcel of land totaling approximately 80.4 acres, generally located at the southwest corner of 207th Street/Braun Street and 8th Street/Edgerton Road in Edgerton, Kansas along with the required Planned Unit Development fees; and

WHEREAS, a public hearing was noticed and held in front of the Planning Commission on July 12, 2022, as required by the Uniform Development Code; and

WHEREAS, following such hearing the Planning Commission recommended that the Conceptual Plan be approved subject to certain conditions; and

WHEREAS, the Edgerton City Council wishes to take action on that recommendation.

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

Section 1. That the Conceptual Plan for Planned Unit Development for the following legally described property generally located at the southwest corner of 207th Street/Braun Street and 8th Street/Edgerton Road, in Edgerton, Kansas is hereby approved, subject to the conditions below:

The North Half of the Northeast Quarter of Section 13, Township 15 South, Range 21 East, Johnson County, Kansas, EXCEPT that part described as follows:

All that part of the Northeast Quarter of Section 13, Township 15, Range 21, Johnson County, Kansas, more particularly described as follows:

Beginning at a point on the East line of said Northeast ¼ of said Section 13 and 376.40 feet South of the Northeast corner thereof; thence West a distance of 35.00 feet; thence South parallel to the East line of said Northeast ¼ a distance of 200 feet; thence

East a distance of 35.00 feet; thence North along the East line of said Northeast ¼ a distance of 200.00 feet to the point of beginning, all subject to that part thereof dedicated for existing public road right-of-way containing 0.161 acres, including 0.092 acres, more or less, of existing public road right-of-way and 0.069 acres, more or less, of new right-of-way.

Section 2. The above approval for the Concept Plan for Planned Unit Development is expressly conditioned on the following:

a) Compliance with the stipulations stated in the Planning Commission Staff Reports for Application PUD2022-01.
b) Adherence to the requirements outlined in the Development Agreement for this parcel as mutually agreed to by the Developer and the City.
c) The submission and approval of a Final Plan and Final Plat as required by section 6.4 of the Unified Development Code.
d) Strict adherence to all requirements of Article 6 of the Edgerton Unified Development Code, the remainder of the Unified Development Code, city ordinances and regulations.

Section 3. That City Staff is hereby directed to reflect said approval on the City's Official Zoning map and other City records.

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

ADOPTED BY THE GOVERNING BODY AND APPROVED BY THE MAYOR OF THE CITY OF EDGERTON, KANSAS ON THE 11th DAY OF AUGUST, 2022.

CITY OF EDGERTON, KANSAS

By: _____
Donald Roberts, Mayor

ATTEST:

_____
Christopher Clinton, Deputy City Clerk

CITY OF EDGERTON JOHNSON COUNTY KANSAS

APPROVED AS TO FORM:

_____
Lee Hendricks, City Attorney

DWYER FARMS, PHASE II

Application PUD2024-0101
Southwest Corner of 207th Street/Braun Street and 8th Street/Edgerton Road

QUICK FACTS

PROJECT SUMMARY AND REQUESTED APPROVALS

The Applicant requests approval of a Final Planned Unit Development Plan/Plat for single-family residential development.

Owner and Applicant

Josh Carson, Agent of ARG Land Holdings, LLC

Existing Zoning and Land Use

Currently zoned PUD (Planned Unit Development) with no current development on the subject property.

Parcel Size

23.80± acres

Staff Report Prepared by

Chris Clinton



BACKGROUND

1. Proposal

The Applicant, ARG Land Holdings, LLC, a subsidiary of Rausch Coleman Homes, has submitted a Final PUD Plan and Plat for a 23.80-acre parcel of land at the southwest corner of 8th Street/Edgerton Road and Braun Street/207th Street. This is the second phase of the subdivision of Dwyer Farms, which overall will consist of 275 single-family homes. Article VI of the UDC, Section 6.2, requires that the Planning Commission review the Final Development Plan and Plat prior to the Governing Body's review and consideration. This application does not require a public hearing.

2. Subject Site

The subject property was annexed into the City of Edgerton on April 14, 2022 and was later zoned to the PUD (Planned Unit Development) on August 11, 2022 under the terms and conditions of Ordinance 2113. Also on August 11, 2022, the Governing Body of Edgerton approved the Conceptual Plan for the Dwyer Farms Planned Unit Development (PUD2022-01), which this Final PUD Plan/Plat is consistent with. This proposal is the second development proposal on the subject property that the City has received. The first phase of the development was approved by the Planning Commission on June 13, 2023. That development is still on going.

3. Lots and Tracts

The applicant is proposing 105 single-family residential lots and one (1) common tract. The lots in this phase will range from 6,000 square feet to 10,707 square feet, with an average lot size of 7,428 square feet. The proposed tract, Tract A, will be used for monument signage for the subdivision and will be maintained by the Homeowners' Association (HOA).

PUD REVIEW

1. Standards for Planned Unit Developments

Section 6.1.C of the Unified Development Code (UDC) sets requirements for all Planned Unit Developments (PUD). City staff reviewed the application in accordance with the requirements of the UDC.

a. **Comprehensive Plan:** The UDC requires the proposed development to conform with the objectives of the Comprehensive Plan of Edgerton. The proposal of a 105-lot phase of a subdivision directly aligns with the Future Land Use Map designation of the property as 'Low-to-Medium Density Residential.' The proposal also aligns with many goals, policies, and action items in the Comprehensive Plan. Those goals, policies, and action items include, but are not limited to:
   a. **Goal 2.4:** *"Coordinate land use planning with transportation and other public investments."*
      i. Policy 2.4.1: *"Limit the use of cul-de-sacs and dead-end streets to promote connectivity when approving new development."*
      ii. Policy 2.4.2: "*Promote new development to include collector streets to help with circulation within and into the site."*
   b. **Goal 4.1:** *"Increase housing diversity in Edgerton."*
   c. **Goal 4.2:** *"Promote best practices for all proposed residential development."*
      i. Policy 4.2.3: *"Plan for appropriate infrastructure to support development."*

Figure 1 Future Land Use Map

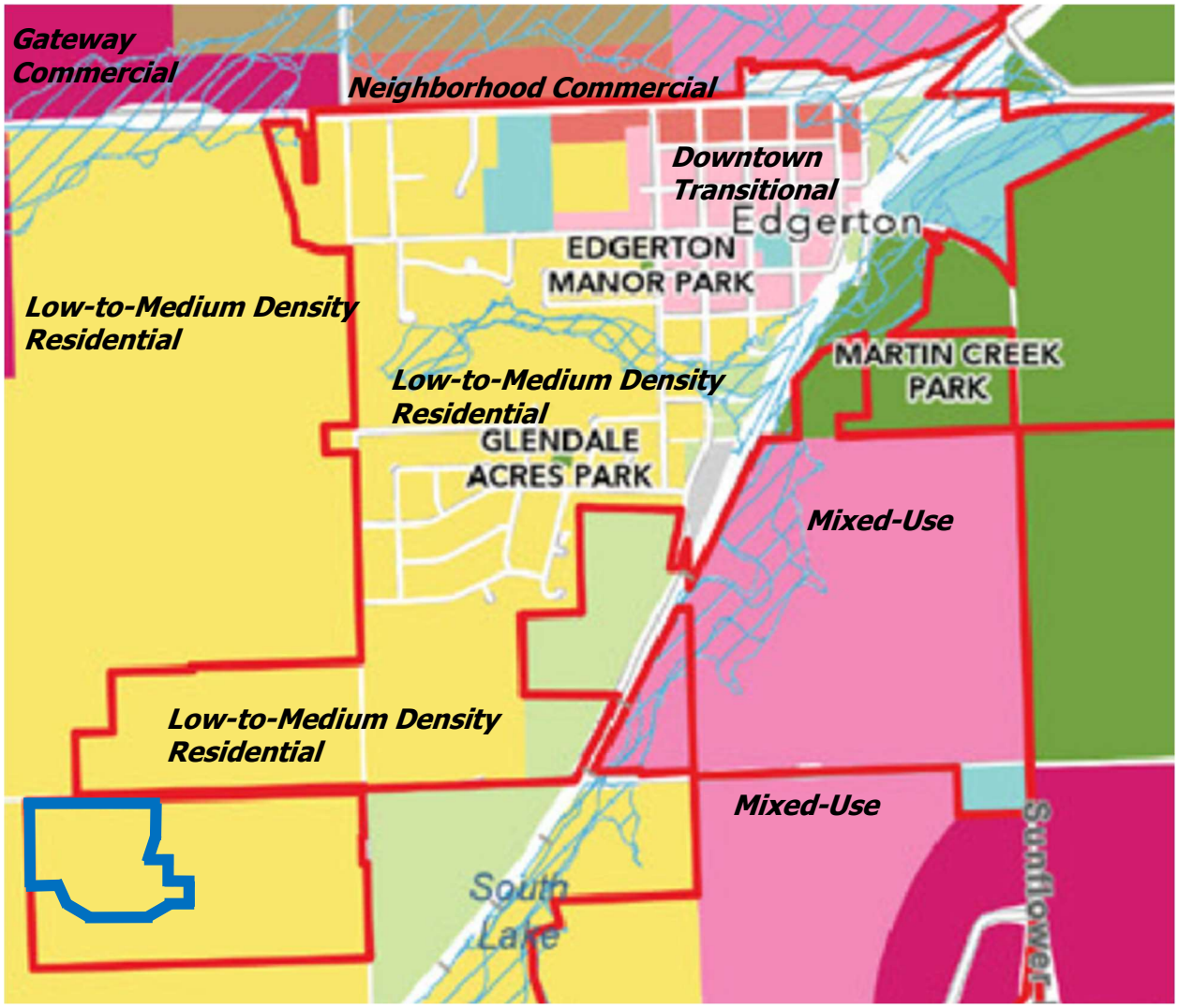


Figure 1 – Subject Property Outlined in Blue

b. **Compatibility:** The proposed use of single-family homes and associated open space is compatible with the surrounding development, as is required by the UDC, and will not have a detrimental influence on the surrounding properties.

c. **Net Density:** Table 1 below shows the net density of the Conceptual PUD (PUD2022-01) as approved by the Governing Body and how it relates to Phases I & II of the Dwyer Farms development. The densities, measured in dwelling units per acre (du/ac), of Phases I and II combined is consistent with the approved Conceptual Plan.

Table 1

Conceptual PUD (PUD2022-01)	Phase I (PUD2023-01)	Phase II (PUD2024-0101)	Phases I & II Combined
3.42 du/ac	2.61 du/ac	4.41 du/ac	3.33 du/acre

d. **Site Ownership:** The UDC requires the site be under single ownership or unified control. The subject 23.80± acres of land is under one common ownership.

e. **Space Between Buildings:** A reduction in the minimum separation between single-family detached dwelling units from 16 feet to 10 feet was approved with the Conceptual PUD Plan (PUD2022-01), with the stipulation that fire-rated materials be used during construction. The applicant has not changed this request and a stipulation requiring fire-rated construction materials has been added as a stipulation to staff's recommendation.

f. **Yards:** The following lot sizes and setbacks were approved in PUD Conceptual Plan PUD2022-01 and will apply as the minimum district standards for development subject to Ordinance 2113:

DIMENSION	PUD2022-01
Interior Lot Width	50 feet
Front Yard Setback	28 feet
Rear Yard Setback	20 feet
Side Yard Setback	5 feet
Corner Yard Setback	15 feet

The development proposal will use the same proposed lot widths and setbacks that the applicant requested and was approved with the Conceptual Plan (PUD2022-01). As stipulated in the PUD Conceptual Plan, the requested and approved 5-foot side yard setbacks remain with this proposal, provided that fire-rated materials are used during construction. This is recommended as a stipulation of approval with this proposal, as is mentioned in Section e above.

g. **Parking Standards:** Adequate parking will be provided for each single-family home constructed in this phase, as each home will have a two- or three-car garage, and two spaces in the driveway. This is consistent with what was approved with the Conceptual PUD Plan (PUD2022-01)

h. **Traffic:** The applicant provided a Traffic Impact Study (TIS) with their Conceptual PUD Plan (PUD2022-01), which identified that no turn lanes into the site would be warranted with the development of this subdivision. Each lot in this subdivision will have direct access to a public street on the interior of the development, and no lot will have direct vehicular access to either 8th Street or Braun Street. The road network internal to the site will provide access to both 8th Street and Braun Street, and there will be two (2) street stubs internal to the site, that will provide connections to future phases. There is an additional street stub that terminates the proposed 208th Street at the property line. Another development to the west could connect to this stub if that developer chooses to do so.

DEVELOPMENT STANDARDS

1. *Landscape Plan and Signage*

The applicant has provided a landscape plan, as is required by the Unified Development Code (UDC). Each proposed lot has one tree proposed in the front yard and each of the internal tracts are lined with deciduous trees. Braun Street will have trees planted where residential lots are adjacent to the right-of-way. The monument sign was approved earlier in 2024 by the Planning Commission as part of application PUD2024-0100. As part of the approval of that

application, it was stipulated that a landscape plan must be provided and approved by the Zoning Administrator. The landscape was provided and has been approved.

2. ***Sidewalk, Paths, and Cycle Trails***
A sidewalk will be provided on one side of all internal public streets by the developer and a sidewalk will be constructed by the City on the south side of Braun Street, which the applicant has agreed to dedicate right-of-way for. The size and location of the sidewalks along Braun Street are to be determined by the City in the future.

3. ***Housing Styles***
In the PUD Conceptual Plan PUD2023-01, the applicant provided five (5) models that could be used as possible floorplans for buyers to select from. The applicant has not provided any floorplans for this phase. The floorplans must be provided prior to the approval of the Final Plat and certification of the Zoning Administrator.

4. ***Stormwater***
The applicant has submitted a stormwater study that has been reviewed. The City Engineer is requiring a resubmittal of the stormwater study as there is conflicting information in the report. The stormwater study must be approved prior to the Final Plat being certified by the Zoning Administrator.

5. ***Public Infrastructure***
Plans have been submitted for public infrastructure. The City Engineer has been working with the applicant to ensure that all City standards are met. All comments and details must be approved by the City prior to the start of any public infrastructure construction.

PLAT DOCUMENT REVIEW – UDC SECTIONS 6.4.A.3 AND 13.3.G

A part of the Final PUD is the Final Plat for the subject parcel. The Final Plat must meet all of the requirements in Section 6.4.A and Section 13.3.G of the UDC in addition to the Johnson County Subdivision Plat requirements. The City Engineer is reviewing all of the public infrastructure plans in conjunction of the plat. If additional easements or rights-of-way are needed for the public infrastructure, it must be provided on the plat. The final plat will not be certified by the Zoning Administrator until all public infrastructure plans have been approved by the City Engineer.

NOTICE OF CITY CODES AND PERMITS

The Applicant is subject to all applicable City codes – whether specifically stated in this report or not – including, but not limited to, Zoning, Buildings and Construction, Subdivisions, and Sign Code. The Applicant is also subject to all applicable local, State, and Federal laws.

Various permits may be required in order to complete this project. Please contact the Building Codes Division of the Community Development Department for more information about City permits. The project may also be subject to obtaining permits and/or approvals from other local, County, State, or Federal agencies.

DOCUMENTS INCLUDED IN PACKET

Sheet #	Title	Date on Document
Application	Application for PUD2024-0101	April 23, 2024
1	Final Plat - Dwyer Farms, Unit 1	June 2024
2	Sheet 3 – Site Plan	June 26, 2024
3	Sheet 4 – Utility Plan	June 26, 2024
4	Sheet 20 – Grading Plan	June 26, 2024
5	Sheet 21 – Grading Plan	June 26, 2024
6	Sheet 65 – Landscape Plan	May 22, 2024
7	Sheet 66 – Landscape Plan	May 22, 2024
8	Sheet 67 – Landscape Plan	May 22, 2024
9	Sheet 68 – Landscape Plan	May 22, 2024

STAFF RECOMMENDATION

Staff recommends approval of PUD Final Plan/Plat **Application PUD2024-0101** for *Dwyer Farms, Phase II,* as submitted, subject to the following stipulations:

1. Prior to the plat being recorded, the following must occur:
   a. Floorplans for the models of home to be constructed during this Phase must be provided.
   b. The stormwater study must be approved by the City Engineer.
   c. Public infrastructure plans must be approved by the City Engineer. Any necessary changes to the plat based on the review of those plans must be made prior to plat recording.
   d. The exterior corner in the boundary of a subdivision of land must be monumented prior to the recording of the plat.
2. Fire-rated materials must be used in construction of homes in lieu of the Planning Commission and Governing Body permitting a 5-foot side yard setback and minimum 10-foot separation between buildings.

Note: For Application PUD2024-0101 the Planning Commission will be recommending either approval or denial of the application to the Governing Body. If the Planning Commission recommends approval, the Application will be presented to the Governing Body on July 25, 2024.

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Planned Unit Development Application -
Final Plan and Plat

NAME OF PLANNED UNIT DEVELOPMENT (PUD): Dwyer Farms, Phase II

LOCATION OR ADDRESS OF SUBJECT PROPERTY: Sec 13 - T15S - R21E

ASSOCIATED PUD CONCEPTUAL PLAN APPLICATION: PUD2024-01

CURRENT SITE OWNERSHIP: Josh Carson - Manager PHONE: 479-455-9090

COMPANY: ARG Land Holdings, LLC EMAIL: josh.carson@rch.com

MAILING ADDRESS: 4058 N. College Ave., Ste. 300, Fayetteville, AR 72704
Street City State Zip

PROPOSED SITE OWNERSHIP: _____ PHONE: _____

COMPANY: _____ EMAIL: _____

MAILING ADDRESS: _____
Street City State Zip

ENGINEER/ARCHITECT'S NAME(S): Lee Ryherd PHONE: 913-444-9615

COMPANY: SMH Consultants EMAIL: lryherd@smhconsultants.com

MAILING ADDRESS: 5201 Johnson Drive, Suite 405 Mission, KS 66205
Street City State Zip

SIGNATURE OF OWNER OR AGENT: DocuSigned by: Josh Carson A6941A3A7D68499...

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

FOR OFFICE USE ONLY

Case No.: PUD-_____ Amount Paid: _____ Date Paid: _____ Receipt #: _____

Planning Commission Meeting Date: _____ Council Meeting Date: _____

Received By: _____

DocuSign Envelope ID: EC4AC09E-FFB8-4625-9780-EC9BF106F25E

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Planned Unit Development Application - Final Plan and Plat

PUD INSTRUCTIONS

Approval of a Planned Unit Development proposal shall follow the procedures used for a change to the official zoning map as outlined in Article 9 of the Unified Development Code of the City of Edgerton (UDC) – Land Use Determination Procedures.
SUBMITTAL DEADLINE: The applicant shall submit an application at least forty-nine (49) calendar days prior to the meeting.

PUD Final Application Checklist
The PUD application will not be considered complete until all of the following items have been received.

☐ Completed PUD application with the associated fees:
- Final Plan/Final Plat Fee - $300 plus $5.00 per lot
- If special planning, engineering, architectural or other consultants must be retained by the City for review of the proposed Planned Unit Development, the petitioner shall be so notified, and all costs for said consultants expended by the City - not covered by the filing fee - shall be reimbursed by the petitioner.

☐ Legal Description – a word document containing the legal description of the property will be submitted with an electronic copy of the Conceptual Plan.

☐ A Final Plan and Final Plat submitted in accordance with Article 6 of the UDC – Planned Unit Development District, shall include the following:

☐ 1. Accurate legal description of:
a) The entire area under immediate development within the planned development.
b) Each separate unsubdivided use area, including common open space.

☐ 2. Planned Unit Development Plat of all lands which are part of the Final Plat being submitted and which meets all the requirements for a Final Plat as outlined in UDC Article 13 – Subdivision Approval Procedures

☐ 3. Designation of the location of the building pads, or areas, or setback lines or setback standards for all buildings to be constructed.

☐ 4. Certificates, seals, and signatures required for the dedication of lands, and recording the document.

☐ 5. Tabulation of separate unsubdivided use area including land area, number of buildings, number of dwelling units, and dwelling units per acre.

☐ 6. Common Open Space Documents. All common open space shall be either conveyed a not-for-profit corporation or entity established for the purpose of benefiting the owners and residents of the Planned Unit Development, or retained by the developer with legally binding guarantees, in a form approved by the City Attorney, verifying that the common open space will permanently be preserved as open area. All land conveyed to a not-for-profit corporation or like entity shall be subject to the right of said corporation to impose a legally enforceable lien for maintenance and improvement of the common open space.

☐ 7. Final Systems Plans. Final plans, with all required detail, shall be submitted, including:
a) Engineering plans showing how the site is to be serviced with sewer, water, well, and/or septic systems (as agreed to during the Preliminary Plat Stage).
b) Lighting plans.
c) Drainage and storm water retention and detention plans.
d) Road plans, including curbs and gutters, on-site/off-site signalization, acceleration, deceleration lanes, etc
e) Sidewalk, paths, and cycle trails.

☐ 8. Landscape Plans showing the type and location of plant material, berms, and other aesthetic treatments.

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☐ 9. Public Facilities. All on-site and/or off-site public facilities and improvements made necessary as a result of the Planned Unit Development shall be either constructed in advance of the approval of the Final Plat or subdivider's bond or approved letters of credit posted to guarantee construction of the required improvements. The subdivider's bond or approved letters of credit, payable to the City of Edgerton, shall be sufficient to cover the full cost of the improvements plus ten (10) percent. Detailed construction plans shall be submitted for all public facilities to be built.

☐ 10. Construction Plans shall be submitted for the design, construction, or installation of site amenities; including buildings, landscaping, lakes, and other site improvements.

☐ 11. Construction Schedule. A final construction schedule shall be submitted for that portion of the Planned Unit Development for which approval is being requested.

☐ 12. Delinquent Taxes. A certificate shall be furnished from the appropriate County official that no delinquent taxes exist and that all special assessments constituting a lien on the whole or any part of the property of the Planned Unit Development have been paid.

☐ 13. Covenants. Final agreements, provisions, or covenants which will govern the use, maintenance and continued protection of the Planned Unit Development shall be approved by the City and recorded at the same time as the Final Planned Unit Development Plat.

RESERVED FOR ROD FILING STAMP

RESERVED FOR COUNTY CLERK & SURVEYOR STAMP

PROGRESS DOCUMENT FOR REFERENCE ONLY

Final Plat

DWYER FARMS PHASE II

Part of the Northeast Quarter of Section 13, Township 15 South, Range 21 East, in the City of Edgerton, Kansas

OWNER'S CERTIFICATE

STATE OF ARKANSAS)
COUNTY OF WASHINGTON) SS

The undersigned proprietors to the above described tract of land have caused the same to be subdivided in the manner as shown on the accompanying plat, which subdivision and plat shall hereafter be known as "Dwyer Farms Phase II".

The undersigned proprietors of said property shown on this plat do hereby dedicate for public use and public ways and thoroughfares, all parcels and parts of land indicated on said plat as streets, terraces, places, roads, avenues, lanes, and alleys. All parcels and parts of land indicated on said plat as "Ingress-Egress Easement" or "I/E.E." shall be for pedestrian access only.

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

An easement to lay, construct, after, repair, replace or operate one or more sewer lines and all appurtenances convenient for the collection of sanitary sewage, together with the right of ingress and egress, over and through those areas designated as "sanitary sewer easement" or "S/E" on this plat are hereby dedicated to the City of Edgerton, Kansas. Sanitary Sewer Easements shall be kept clear of obstruction that impair the strength or interfere with the use and/or maintenance of sanitary sewer facility located within the easement.

An easement or license to enter upon, locate, construct, use and maintain or authorize the location, consecution, maintenance of use of conduit, surface drainage facilities, subsurface drainage facilities and similar facility, upon, over, under and through those areas outlined and designated as "drainage easement" or "D/E" on this plat are hereby dedicated to the City of Edgerton, Kansas. Drainage Easements shall be kept clear of obstruction that impair the strength or interfere with the use and/or maintenance of drainage facilities located within the easement.

The undersigned proprietors of the above described land hereby consent and agree that the Board of County Commissioners of Johnson County, Kansas, shall have the power to release such land proposed to be dedicated for public ways and thoroughfares, or parts thereof, for public use from the lien and effect of any special assessments, and that the amount of the unpaid special assessments on such land dedicated shall become and remain a lien on the remainder of this land fronting and abutting on such dedicated public ways or thoroughfares.

The undersigned proprietors of said property shown on this plat do hereby dedicate for public use and public way and thoroughfares, all parcels, and parts of land indicated on said plat as streets, terraces, places, roads, drives, lanes, avenues, and alleys not heretofore dedicated. Where prior easement rights have been granted to any person, utility, or corporation on said parts of the land so dedicated, and any pipes and wires, conduits, ducts, or cables heretofore installed proposed improvements as now set forth, the undersigned proprietors hereby absolve and agree to indemnify the City of Edgerton from any expense incident to the relocation of any such existing utility installations within said prior easement.

Given under my hand at_____, Kansas this_____day of _____, 2024.

ARG Land Holdings, LLC

_____
Josh Carson, Managing Member

NOTARY CERTIFICATE

STATE OF ARKANSAS)
COUNTY OF WASHINGTON) SS

BE IT REMEMBERED, that on this_____day of_____, 2024, before me, the undersigned, a notary public in and for the County and State aforesaid, came

_____
Josh Carson, Managing Memeber of ARG Land Holdings, LLC

who is personally known to me to be the same persons who executed the within instrument of writing, and such persons duly acknowledged the execution of the same for himself and the use and purposes herein setforth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Notarial Seal on the day and year last above written.

_____
Notary Public

My Commission Expires: _____

CERTIFICATE OF THE GOVERNING BODY

STATE OF KANSAS)
COUNTY OF JOHNSON) SS

APPROVED BY, the Governing Body of the City of Edgerton, Johnson County, Kansas,

this _____day of_____, 2024.

_____ ATTEST _____
Donald Roberts, Mayor Alex Clower, City Clerk

DESCRIPTION:

A tract of land in the North Half of the Northeast Quarter of Section 13, Township 15 South, Range 21 East of the Sixth Principal Meridian, Johnson County, Kansas described as follows:

Beginning at the Northwest Corner of the Northeast Quarter of said Section 13; thence
N 88°17'51" E 1091.83 feet along the North Line of the North Half of the Northeast Quarter of said Section 13; thence
S 01°38'01" E 190.00 feet; thence
S 88°17'51" W 10.55 feet; thence
S 02°00'58" E 185.00 feet; thence
N 88°17'51" E 107.17 feet; thence
S 19°10'24" W 56.78 feet; thence
On a curve to the left with a radius of 210.00 feet, an arc distance of 64.93 feet, chord being
S 10°18'56" W 64.67 feet; thence
S 01°27'28" W 8.70 feet; thence
S 88°17'51" W 6.87 feet; thence
S 01°40'13" E 164.28 feet; thence
N 88°10'29" E 140.94 feet; thence
S 01°48'53" E 119.94 feet; thence
N 88°12'30" E 150.07 feet; thence
S 01°47'30" E 170.00 feet; thence
S 88°12'29" W 210.00 feet; thence
S 01°47'30" E 147.02 feet; thence
S 88°12'30" W 572.22 feet; thence
N 45°02'31" W 250.10 feet; thence
N 13°56'08" W 217.86 feet; thence
N 02°00'58" W 65.30 feet; thence
S 88°17'51" W 130.00 feet; thence
S 02°00'58" E 14.08 feet; thence
S 87°59'02" W 50.00 feet; thence
N 02°00'58" W 14.35 feet; thence
S 88°17'51" W 120.00 feet to the West Line of the North Half of the Northeast Quarter of said Section 13; thence
N 02°00'58" W 550.01 feet to the point of beginning, containing 23.8 acres
Tim Sloan, PLS 783, April 17, 2024.

Subject to easements and restrictions of record.

SURVEYOR'S CERTIFICATE

STATE OF KANSAS)
COUNTY OF JOHNSON) SS

I, the undersigned, do hereby certify that I am a Professional Surveyor in the State of Kansas, with experience and proficiency in land surveying; and that the heretofore described property was surveyed and subdivided by me, or under my supervision, that all subdivision regulations have been complied with in the preparation of this plat, and that all the monuments shown herein actually exist and their positions are correctly shown to the best of my knowledge and belief.

Given under my hand and seal at Manhattan, Kansas this_____day

of_____A.D., 2024.
Fieldwork for this project was completed on 1-13-2023.

SMH Consultants
By: Tim Sloan

TIM SLOAN REGISTERED LS-783 KANSAS LAND SURVEYOR

_____
Tim Sloan, P.S.
Vice-President

CERTIFICATE OF THE PLANNING COMMISSION

STATE OF KANSAS)
COUNTY OF JOHNSON) SS

APPROVED BY, the Planning Commission of the City of Edgerton, Johnson County, Kansas, this

_____day of_____, 2024.

_____ _____
John Daley, Chairman Tina Mathos, Secretary

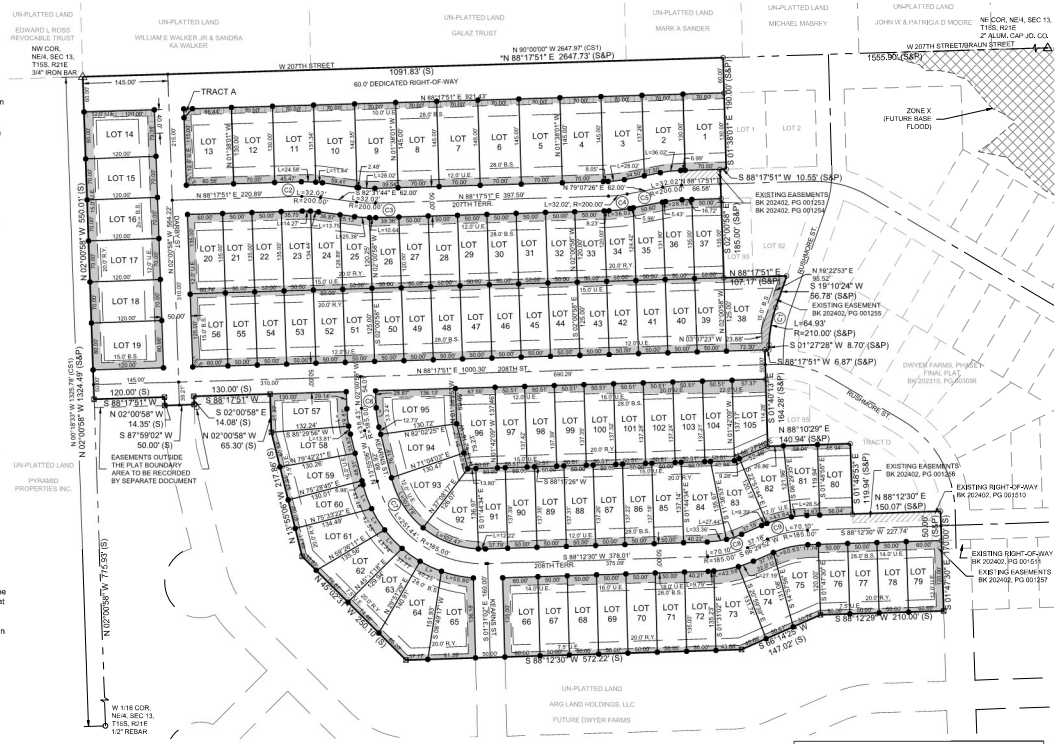
CERTIFICATE OF THE ZONING ADMINISTRATOR

STATE OF KANSAS)
COUNTY OF JOHNSON) SS

APPROVED BY, the Zoning Administrator of the City of Edgerton, Johnson County, Kansas, this

_____day of_____, 2024.

_____
Zachary Moore, Zoning Administrator



VICINITY MAP

NOTES:
No easements, restrictions, reservations, setbacks, or other matter of record, if any, affecting the title of this property are shown, except as platted and as per the Title Commitment #2498836 by Security 1st Title.

No gaps or overlaps exist.

There are no lines of possession that affect this survey.

There are no buildings on the subject property.

Zoning: "PUD"

Tract A is intended for Subdivision Sign and will be owned and maintained by the Homeowners Association.

All lots shown on this plat are serviced by Public Water and/or Sewer.

Building Setbacks:
Front Yard = 25.0 feet
Rear Yard = 20.0 feet
Side Yard = 5.0 feet
Corner Lot Front Yards = 25.0 feet
Corner Lot Side Yard Facing ROW = 15.0 feet

Boundary Closure error of 1/2014145.

Existing Easements to be Vacated with this plat:
Book 202402, Page 001253
Book 202402, Page 001254
Book 202402, Page 001255
Book 202402, Page 001256
Book 202402, Page 001257

FLOODPLAIN NOTE:
Flood Insurance Rate Map, Map Number 20091C0120G, identify this property as situated in Zone X and Future Base Flood - Zone X. Zone X is areas of 0.2% annual chance flood; areas of 1% annual chance flood with average depths of less than 1 foot or with drainage areas less than 1 square mile; and areas protected by levees from 1% annual chance flood.
Future Zone X is the flood insurance risk zone that corresponds to the 1-percent-annual-chance floodplains that are determined based on future-conditions hydrology. No BFEs or base flood depths are shown within this zone.
Effective date of FIRM Panel is August 3, 2009.

UTILITY NOTES:
Any utility company that locates facilities in any easement shall have the right to prune, remove, eradicate, cut and clear away any trees, limbs, vines and brush on the utility easement now or at any future time and prune and clear away any tree limbs, vines, and brush on lands adjacent to the utility easement whenever, in the utility companies judgment, such may interfere with or endanger the construction, operation, or maintenance of its facilities, together with the right of ingress to and egress from the utility easement and contiguous land subject to this plat for the purpose of surveying, erecting, consructing, maintaining, inspecting, rebuilding, replacing, and with or endangering the construction, operation or maintenance of said facilities.

LOT DATA				LOT DATA				LOT DATA				LOT DATA				LOT DATA	
LOT #	SQ FT		LOT #	SQ FT		LOT #	SQ FT		LOT #	SQ FT		LOT #	SQ FT		LOT #	SQ FT	
1	9099.87		22	6750.10		43	6250.10		64	10453.61		85	6857.84				
2	9271.78		23	6747.34		44	6250.10		65	9693.31		86	6859.98				
3	9950.25		24	6543.84		45	6250.10		66	8100.09		87	6862.11				
4	10149.87		25	6154.96		46	6250.10		67	6750.08		88	6864.25				
5	10149.87		26	6000.96		47	6250.10		68	6750.08		89	6866.39				
6	10149.87		27	6000.09		48	6250.10		69	6750.08		90	6868.51				
7	10149.87		28	6000.09		49	6250.10		70	6750.08		91	6868.75				
8	10149.87		29	6000.09		50	6250.10		71	6750.08		92	7591.08				
9	10122.86		30	6000.09		51	6250.10		72	6750.82		93	8337.27				
10	9569.63		31	6000.09		52	6250.10		73	8904.72		94	8281.21				
11	9110.83		32	6000.09		53	6250.10		74	7473.09		95	9088.14				
12	9099.87		33	6000.09		54	6250.10		75	8117.64		96	8609.71				
13	10416.28		34	6054.18		55	6250.10		76	6000.00		97	8942.13				
14	9561.00		35	6383.18		56	7503.12		77	6000.00		98	8940.33				
15	8400.00		36	6714.96		57	8096.62		78	6000.00		99	8938.53				
16	8400.00		37	6750.10		58	7044.16		79	7200.00		100	8936.73				
17	8400.00		38	10767.26		59	6804.77		80	6719.89		101	8934.93				
18	8400.00		39	6250.10		60	6675.62		81	6385.50		102	8933.13				
19	9639.57		40	6250.10		61	6537.62		82	7511.15		103	8931.33				
20	8100.12		41	6250.10		62	7805.80		83	7758.53		104	8929.53				
21	6750.10		42	6250.10		63	7460.52		84	8458.15		105	7210.16				

ROW DATA		
NAME	SQ FT	ACRES
207TH ROW	65497.80	1.50
ROW	191887.49	4.41

TRACT DATA	
TRACT #	SQ FT
A	112,51

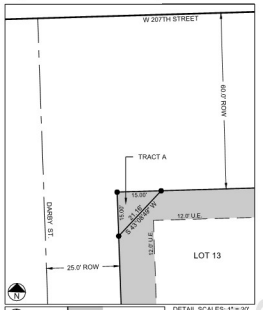
PROPERTY LINE CURVE DATA						
CURVE #	RADIUS	LENGTH	CHORD	DELTA	TANGENT	BEARING
C1	210.00	64.93	64.67	17°42'56"	32.73	S 10°18'56" W

CENTERLINE CURVE DATA						
CURVE #	RADIUS	LENGTH	CHORD	DELTA	TANGENT	BEARING
C2	200.00	32.02	31.99	9°10'25"	16.05	N 87°06'56" W
C3	200.00	32.02	31.99	9°10'25"	16.05	S 87°06'56" E
C4	200.00	32.02	31.99	9°10'25"	16.05	N 83°42'39" E
C5	200.00	32.02	31.99	9°10'25"	16.05	S 83°42'39" W
C6	185.00	38.43	38.36	11°54'08"	19.28	N 7°58'02" W
C7	185.00	251.44	232.53	77°52'24"	149.47	N 52°51'18" W
C8	185.00	70.10	69.68	21°42'36"	35.48	S 77°21'11" W
C9	185.00	70.10	69.68	21°42'36"	35.48	S 77°21'11" W

LEGEND

- Monument Found (1/2" Rebar), Origin: Dwyer Farms, Phase I (Bk 202310, PG 003098)
- 1/2"x24" Rebar w/CLS66 Cap Set
- 1/2"x24" Rebar w/CLS66 Cap Set Note: Plat Corners will be set prior to plat recording
- Section Corner, NOTE: All section corner monument origins are unknown unless otherwise noted,
- Assumed Bearing
- Curve Number
- (CS1) Dimension from Certificate of Survey by Allenbrand-Drews & Associates, dated 12-4-1989
- (P) Platted Dimension
- (S) Surveyed Dimension
- B.S. Building Setback
- R.Y. Rear Yard Setback
- I.E.E. Ingress Egress Easement
- U.E. Utility Easement
- Utility Easement Hatch
- Existing Easements Hatch
- No Access
- Easements to be filled by separate documents

NORTH

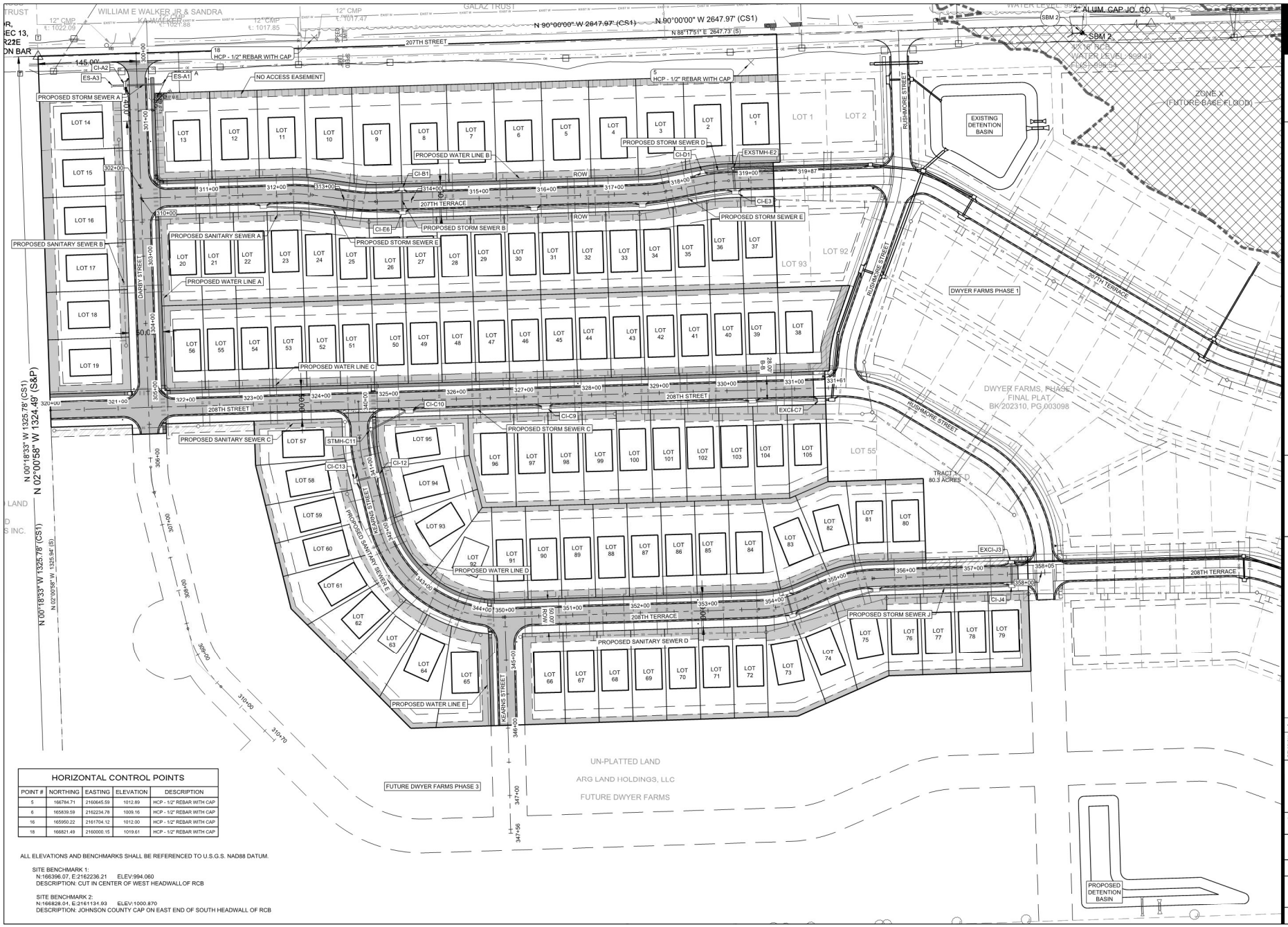


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Drawn By: SAS/ASJ Project 2401-0009 TDS #88

JUNE 2024

PROGRESS DOCUMENT FOR REFERENCE ONLY



HORIZONTAL CONTROL POINTS

POINT #	NORTHING	EASTING	ELEVATION	DESCRIPTION
5	166784.71	2160645.59	1012.89	HCP - 1/2" REBAR WITH CAP
6	165839.59	2162234.78	1009.16	HCP - 1/2" REBAR WITH CAP
16	165950.22	2161704.12	1012.00	HCP - 1/2" REBAR WITH CAP
18	166821.49	2160000.15	1019.61	HCP - 1/2" REBAR WITH CAP

ALL ELEVATIONS AND BENCHMARKS SHALL BE REFERENCED TO U.S.G.S. NAD88 DATUM.

SITE BENCHMARK 1:
N:166396.07, E:2162236.21 ELEV:994.060
DESCRIPTION: CUT IN CENTER OF WEST HEADWALL OF RCB

SITE BENCHMARK 2:
N:166828.04, E:2161134.93 ELEV:1000.870
DESCRIPTION: JOHNSON COUNTY CAP ON EAST END OF SOUTH HEADWALL OF RCB

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DWYER FARMS SUBDIVISION, PHASE II

CONSTRUCTION DOCUMENTS

EDGERTON, KANSAS

LEE RYHERD LICENSED 25977 KANSAS PROFESSIONAL ENGINEER 04/26/2024

REVISION DESCRIPTION (DESCRIPTION)

REVISION DATE (MM/DD/YY)

SITE PLAN

NORTH

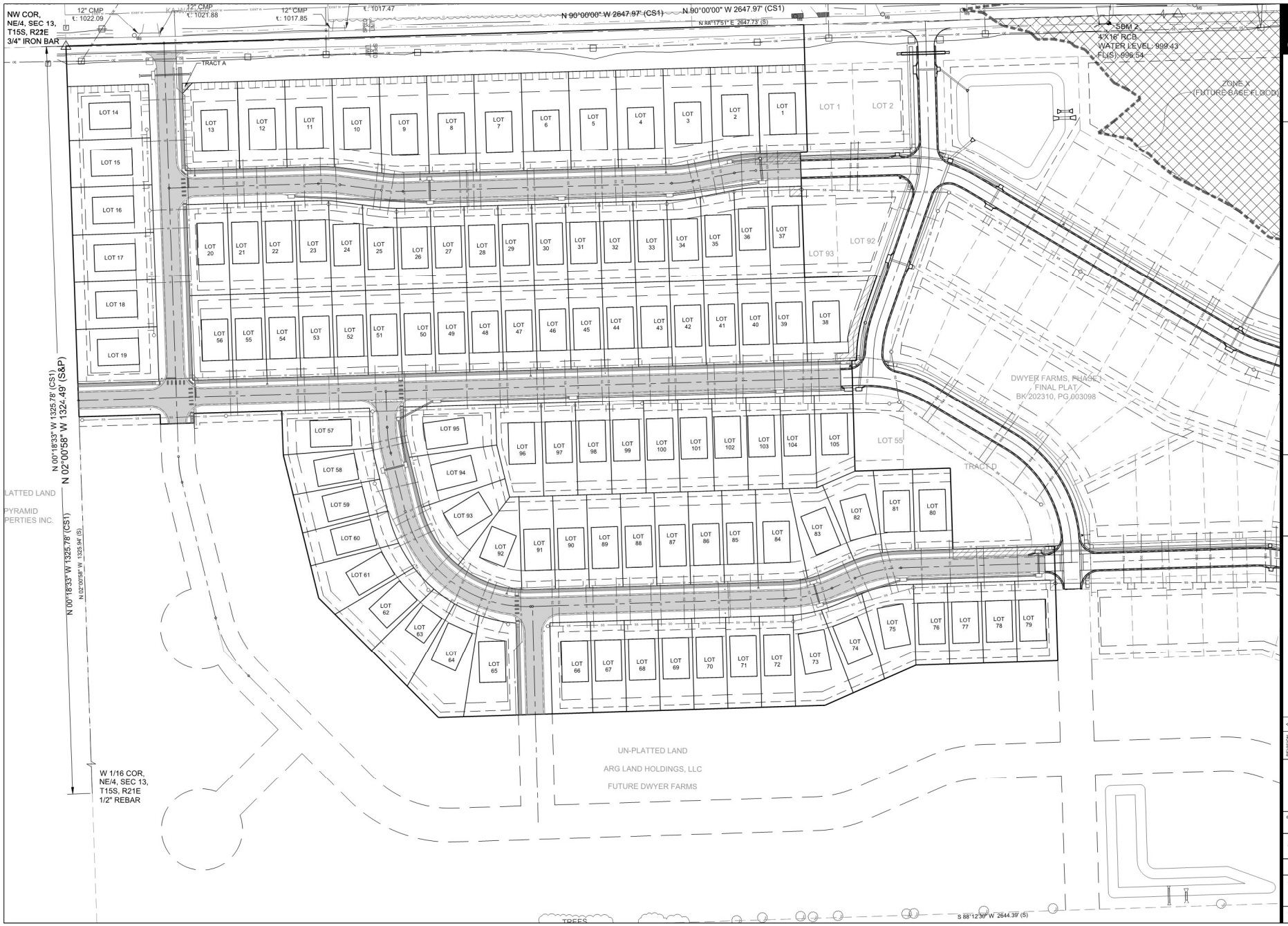
SCALE: 1" = 60'

PROJECT #: 2401-0009
CHECKED BY: LJR
DRAWN BY: JMT

DATE: 06-26-2024

SHEET # 3

TOTAL SHEETS 91



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DWYER FARMS SUBDIVISION, PHASE II

CONSTRUCTION DOCUMENTS

EDGERTON, KANSAS

LEE RYHERD LICENSED 25977 KANSAS PROFESSIONAL ENGINEER 04/26/2024

REVISION DESCRIPTION
(DESCRIPTION)

REVISION DATE
(MM/DD)

UTILITY PLAN

NORTH

SCALE: 1" = 60'

PROJECT #: 2401-0009
CHECKED BY: LJR
DRAWN BY: JMT

DATE: 06-26-2024

SHEET # 4

TOTAL SHEETS 91



COMPACTION AND MATERIAL GUIDELINES

1. IN THE EVENT THE BORROW AREA TO SUPPLY FILL MATERIAL TO THIS SITE IS OVER ONE ACRE, THE CONTRACTOR IS REQUIRED TO OBTAIN COVERAGE UNDER THE CONSTRUCTION STORMWATER GENERAL PERMIT THROUGH KDHE FOR THAT BORROW SITE.
2. ALL SOIL BROUGHT TO THE SITE AND IN SITU SHALL BE COMPACTED BY ROLLING WITH A SHEEPSFOOT ROLLER OR BY MECHANICAL TAMPING.
3. THE SHEEPSFOOT ROLLER, WHEN FULLY LOADED, SHALL HAVE A LOAD ON EACH TAMPER FOOT NOT LESS THAN 200 POUNDS PER SQUARE INCH OF CROSS-SECTIONAL AREA.
4. ENOUGH MOISTURE SHALL BE PRESENT IN THE SOIL TO OBTAIN A DENSITY EQUAL TO OR GREATER THAN 95% OF MAXIMUM DENSITY AS DETERMINED BY THE STANDARD PROCTOR DENSITY TEST BEFORE PLACING THE NEXT LIFT. CONTRACTOR SHALL PROVIDE UP TO 5 STANDARD PROCTORS OF FILL MATERIAL FOR UTILIZATION BY THE CITY IN TESTING COMPACTION.
5. ALL FILL MATERIAL SHALL BE APPROVED BY A LICENSED ENGINEER.
6. ALL FILL MATERIAL SHALL HAVE ROCK NO LARGER THAN 3" DIAMETER. EACH LIFT SHALL CONSIST OF 12-INCH LOOSE LIFTS OR LESS PRIOR TO COMPACTION.
7. THE CONTRACTOR IS RESPONSIBLE FOR ALL DENSITY TESTS AND PROCTOR INFORMATION FOR TESTING. ANY TEST REPORTS TAKEN FOR THE WEEK SHALL BE SUBMITTED TO THE OWNER AND THE CITY OF EDGERTON BY FRIDAY AFTERNOON OF THAT WEEK.
8. ALL STRIPPED TOPSOIL SHALL BE STOCKPILED ON SITE FOR RE-USE.
9. CONTRACTOR SHALL NOT DISTURB MORE THAN 750,000 SF AT A TIME, TO COMPLY WITH STORM WATER POLLUTION PREVENTION PLAN (SWPPP).
10. EXISTING GRADE SHOWN IN PLANS REPRESENTS DWYER FARMS PHASE I PROPOSED GRADING. CONTRACTOR TO VERIFY FIELD CONDITIONS AND COORDINATE DISCREPANCIES WITH ENGINEER.

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DWYER FARMS SUBDIVISION, PHASE II

CONSTRUCTION DOCUMENTS

EDGERTON, KANSAS

LEE RYHERD LICENSED 25977 KANSAS PROFESSIONAL ENGINEER

REVISION NO.	REVISION DESCRIPTION (DESCRIPTION)	(MM/DD)
1		

GRADING PLAN

NORTH

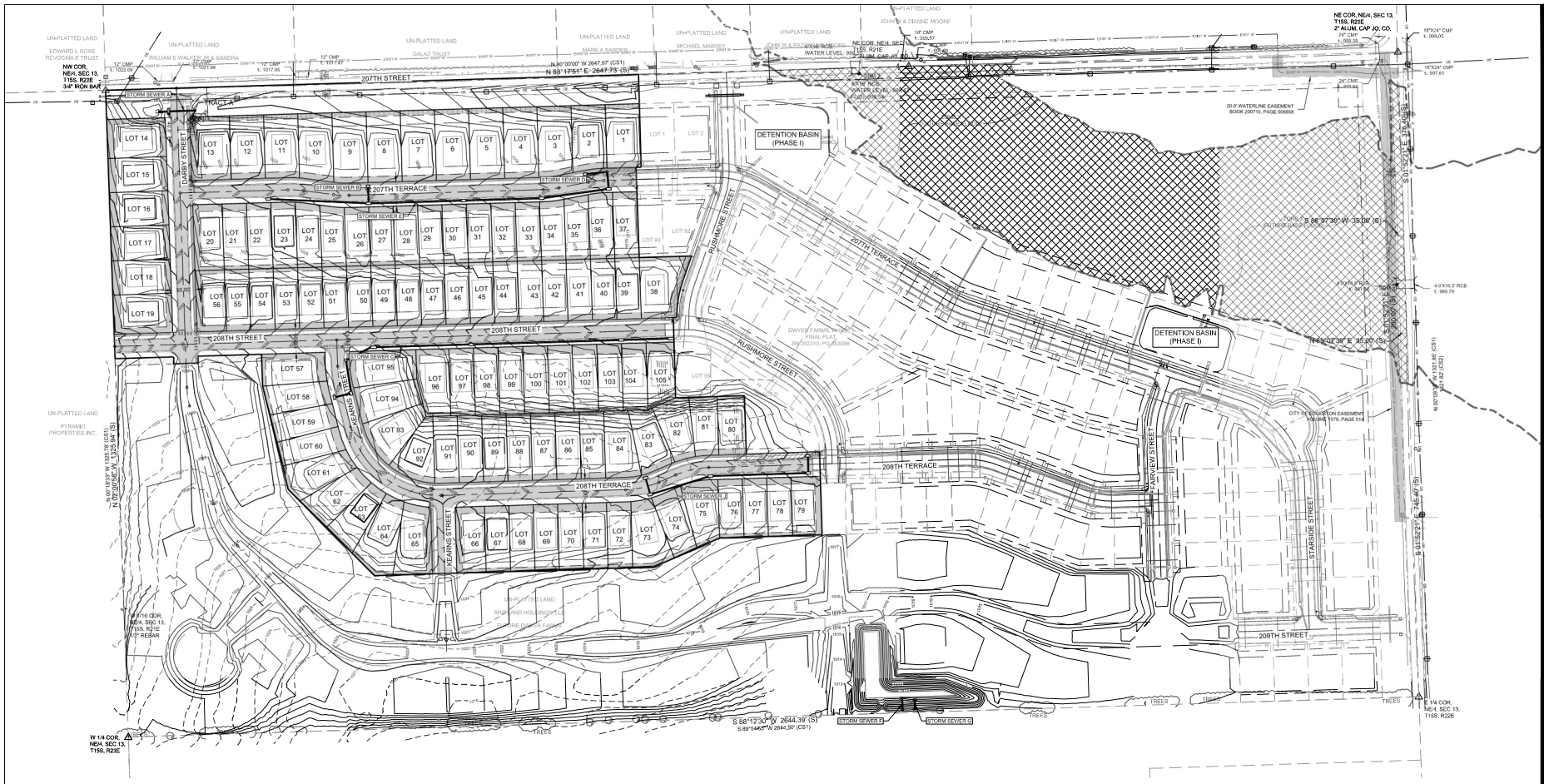
SCALE: 1" = 60'

PROJECT # 2401-0009
CHECKED BY: LJR
DRAWN BY: JMT

DATE: 06-26-2024

SHEET # 20

TOTAL SHEETS 91



COMPACTION AND MATERIAL GUIDELINES

1. IN THE EVENT THE BORROW AREA TO SUPPLY FILL MATERIAL TO THIS SITE IS OVER ONE ACRE, THE CONTRACTOR IS REQUIRED TO OBTAIN COVERAGE UNDER THE CONSTRUCTION STORMWATER GENERAL PERMIT THROUGH KDHE FOR THAT BORROW SITE.
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3. THE SHEEPSFOOT ROLLER, WHEN FULLY LOADED, SHALL HAVE A LOAD ON EACH TAMPER FOOT NOT LESS THAN 200 POUNDS PER SQUARE INCH OF CROSS-SECTIONAL AREA.
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DWYER FARMS SUBDIVISION, PHASE II

CONSTRUCTION DOCUMENTS

EDGERTON, KANSAS

LEE RYHERD LICENSED 25977 PROFESSIONAL ENGINEER

REVISION DATE	REVISION DESCRIPTION (DESCRIPTION)
00/00/00	. . . . .

GRADING PLAN

NORTH

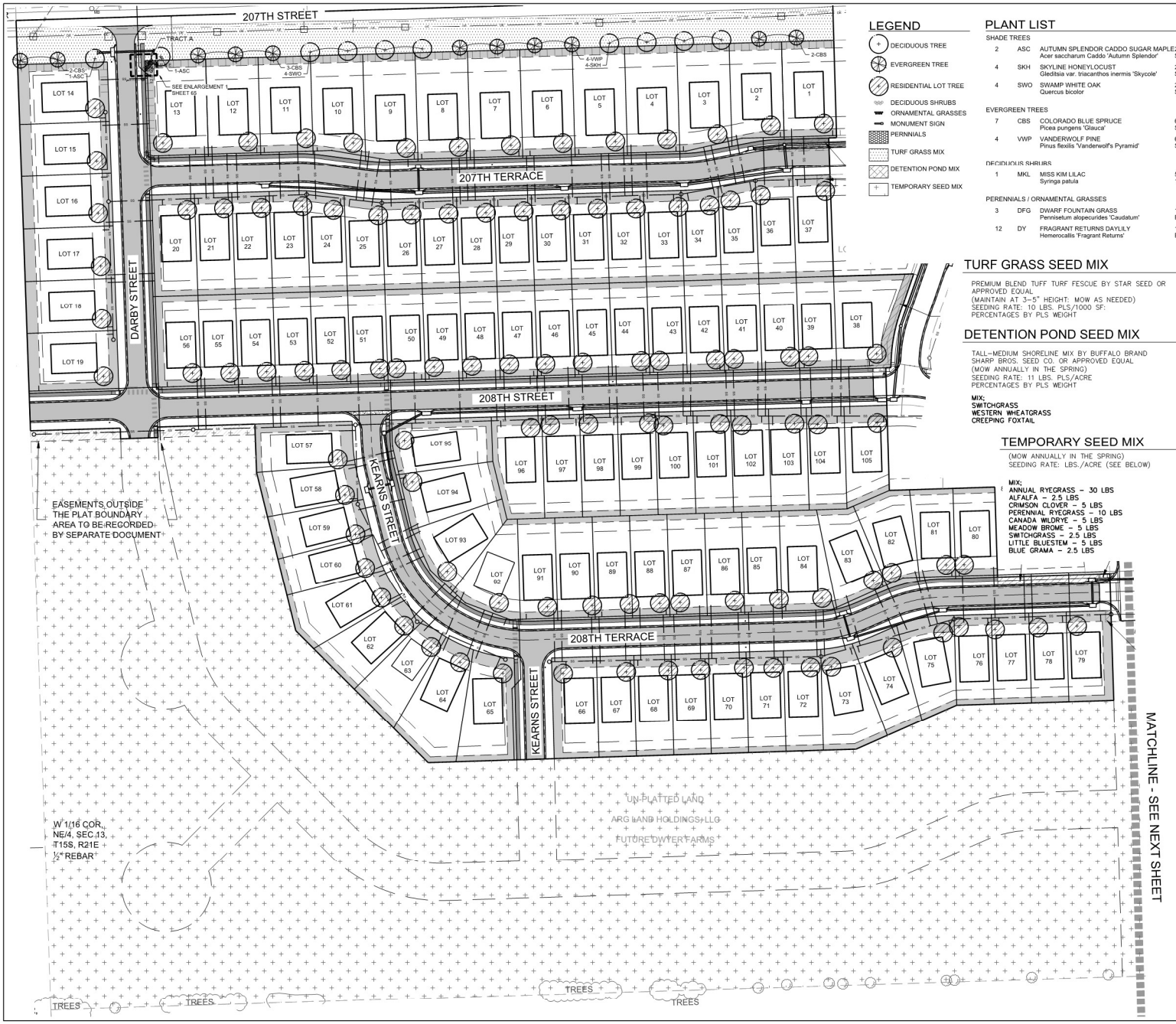
SCALE: 1" = 100'

PROJECT #: 2401-0009
CHECKED BY: LJR
DRAWN BY: JMT

DATE: 06-26-2024

SHEET # 21

TOTAL SHEETS 91



LEGEND

- DECIDUOUS TREE
- EVERGREEN TREE
- RESIDENTIAL LOT TREE
- DECIDUOUS SHRUBS
- ORNAMENTAL GRASSES
- MONUMENT SIGN
- PERNNIALS
- TURF GRASS MIX
- DETENTION POND MIX
- TEMPORARY SEED MIX

PLANT LIST

SHADE TREES

2	ASC	AUTUMN SPLENDOR CADDO SUGAR MAPLE Acer saccharum Caddo 'Autumn Splendor'	2" CAL. SINGLE TRUNK
4	SKH	SKYLINE HONEYLOCUST Gleditsia var. triacanthos inermis 'Skycole'	2" CAL. SINGLE TRUNK
4	SWO	SWAMP WHITE OAK Quercus bicolor	2" CAL. SINGLE TRUNK

EVERGREEN TREES

7	CBS	COLORADO BLUE SPRUCE Picea pungens 'Glauca'	6' HT. SINGLE TRUNK
4	VWP	VANDERWOLF PINE Pinus flexilis 'Vanderwolf's Pyramid'	6' HT. SINGLE TRUNK

DECIDUOUS SHRUBS

1	MKL	MISS KIM LILAC Syringa patula	5 GAL. 18"-24" HT.

PERENNIALS / ORNAMENTAL GRASSES

3	DFG	DWARF FOUNTAIN GRASS Pennisetum alopecurides 'Caudatum'	1 GAL. ESTABLISHED
12	DY	FRAGRANT RETURNS DAYLILY Hemerocallis 'Fragrant Returns'	1 GAL. ESTABLISHED

TURF GRASS SEED MIX

PREMIUM BLEND TUFF TURF FESCUE BY STAR SEED OR APPROVED EQUAL
(MAINTAIN AT 3-5" HEIGHT: MOW AS NEEDED)
SEEDING RATE: 10 LBS. PLS/1000 SF:
PERCENTAGES BY PLS WEIGHT

DETENTION POND SEED MIX

TALL-MEDIUM SHORELINE MIX BY BUFFALO BRAND SHARP BROS. SEED CO. OR APPROVED EQUAL
(MOW ANNUALLY IN THE SPRING)
SEEDING RATE: 11 LBS. PLS/ACRE
PERCENTAGES BY PLS WEIGHT

MIX;
SWITCHGRASS
WESTERN WHEATGRASS
CREEPING FOXTAIL

TEMPORARY SEED MIX

(MOW ANNUALLY IN THE SPRING)
SEEDING RATE: LBS./ACRE (SEE BELOW)

MIX;
ANNUAL RYEGRASS - 30 LBS
ALFALFA - 2.5 LBS
CRIMSON CLOVER - 5 LBS
PERENNIAL RYEGRASS - 10 LBS
CANADA WILDRYE - 5 LBS
MEADOW BROME - 5 LBS
SWITCHGRASS - 2.5 LBS
LITTLE BLUESTEM - 5 LBS
BLUE GRAMA - 2.5 LBS

RESIDENTIAL LOT TREE LIST

AUTUMN GOLD GINKGO Gingko biloba 'Autumn Gold	2" CAL. SINGLE TRUNK
AUTUMN SPLENDOR CADDO SUGAR MAPLE Acer saccharum Caddo 'Autumn Splendor'	2" CAL. SINGLE TRUNK
BLUE ATLAS CEDAR Cedrus atlantica 'Glauca'	6' HT. SINGLE TRUNK
COLORADO BLUE SPRUCE Picea pungens 'Glauca'	6' HT. SINGLE TRUNK
ESPRESSO KENTUCKY COFFEETREE Gymnocladus dioicus 'Espresso'	2" CAL. SINGLE TRUNK
HERITAGE RIVER BIRCH Betula nigra 'Cully'	2" CAL. SINGLE TRUNK
LACEBARK ELM Ulmus parvifolia	2" CAL. SINGLE TRUNK
PIN OAK Quercus palustris	2" CAL. SINGLE TRUNK
SHADEMASTER HONEYLOCUST Gleditsia var. triacanthos inermis 'Shademaster'	2" CAL. SINGLE TRUNK
SKYLINE HONEYLOCUST Gleditsia var. triacanthos inermis 'Skycole'	2" CAL. SINGLE TRUNK
SWAMP WHITE OAK Quercus bicolor	2" CAL. SINGLE TRUNK
STATE STREET MAPLE Acer miyabei 'Morton'	2" CAL. SINGLE TRUNK
VANDERWOLF PINE Pinus flexilis 'Vanderwolf's Pyramid'	6' HT. SINGLE TRUNK

*RESIDENTIAL TREE LOT LOCATIONS WILL NEED TO BE ADJUSTED IN THE FIELD BASED ON UTILITY & DRIVEWAY LOCATIONS, CONTRACTOR WILL MAKE AN EFFORT TO EVENLY SPACE STREET TREES INSTALLATION. TREE SPECIES SHALL BE SELECTED BY DEVELOPER &/OR HOMEOWNER

UTILITY SCREENING PLANT LIST

EVERGREEN SHRUBS

COMPACT ANDORA JUNIPER Juniperus horizontalis 'Plumosa Compacta'	5 GAL. 18"-24" WIDTH
GLOBE BLUE SPRUCE Picea pungens 'Glauca Globosa'	5 GAL. 18"-24" HT.
SEA GREEN JUNIPER Juniperus chinensis 'Sea Green'	5 GAL. 18"-24" HT.
WINTERGREEN BOXWOOD Buxus microphylla 'Wintergreen'	5 GAL. 18"-24" HT.

DECIDUOUS SHRUBS

ANTHONY WATER SPIREA Spiraea bumalda 'Anthony Waterer'	5 GAL. 18"-24" HT.
KELSEY DOGWOOD Cornus sericea 'Kelseyi'	5 GAL. 18"-24" HT.
MISS KIM LILAC Syringa patula	5 GAL. 18"-24" HT.
PURPLE LEAF SANDCHERRY Prunus cistena	5 GAL. 18"-24" HT.
SUMMER WINE NINEBARK Physocarpus opulifolius 'Seward'	5 GAL. 18"-24" HT.

ORNAMENTAL GRASSES

AUTUMN FLAME GRASS Miscanthus purpurascens	1 GAL. ESTABLISHED
BLONDE AMBITION GRAMA GRASS Bouteloua gracilis 'Blonde Ambition'	1 GAL. ESTABLISHED
HEAVY METAL SWITCHGRASS Panicum virgatum 'Heavy Metal'	1 GAL. ESTABLISHED
KARL FOERSTER FEATHER REED GRASS Calamagrostis x acutiflora 'Karl Foerster'	1 GAL. ESTABLISHED
THE BLUES LITTLE BLUESTEM Schizachyrium scoparium 'The Blues'	1 GAL. ESTABLISHED

*THE SCREENING OF UTILITIES BOXES WILL BE DETERMINED BY DEVELOPER AS HOMES DEVELOP SO THAT PLANTINGS CAN BE COORDINATED WITH DRIVEWAYS AND UTILITIES. THE ABOVE PLANT LIST IS TO USED TO SCREEN THE UTILITIES AS NEEDED.

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DWYER FARMS SUBDIVISION, PHASE II

PROGRESS DOCUMENTS NOT FOR CONSTRUCTION

EDGERTON, KANSAS

REVISION NO.	REVISION DESCRIPTION (DESCRIPTION)	DD/MM/20

LANDSCAPE PLAN

NORTH

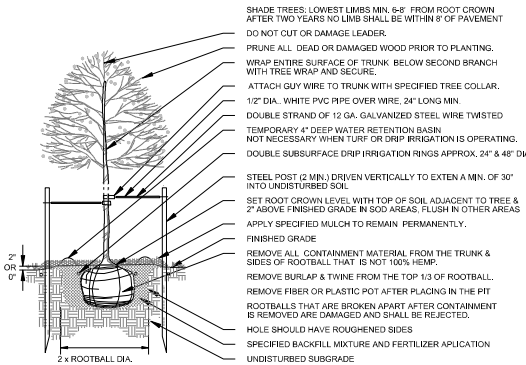
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PROJECT #: 2401-0009
CHECKED BY: KML
DRAWN BY: KML

DATE: 05-22-2024

SHEET # 65

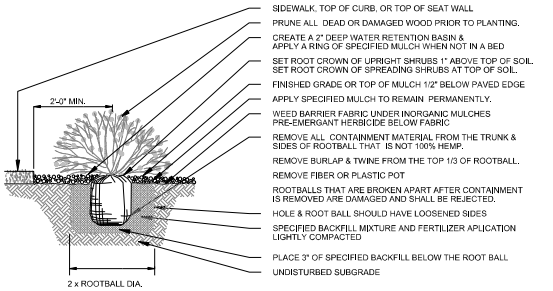
TOTAL SHEETS 92



1 | 65

DECIDUOUS TREE PLANTING

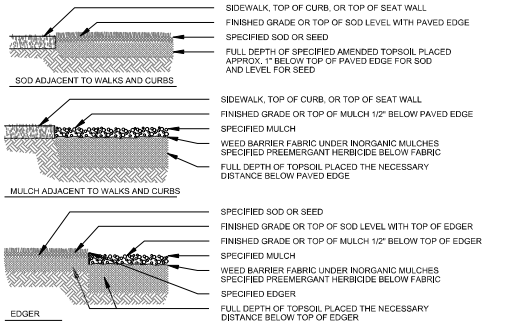
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2 | 65

SHRUB PLANTING

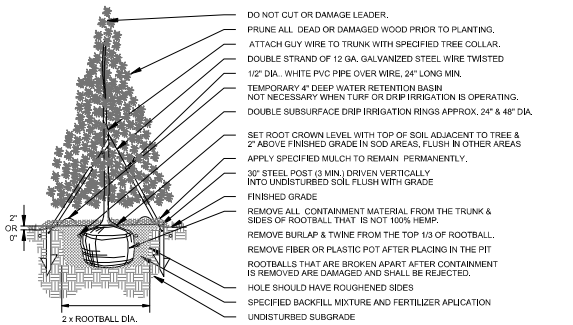
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3 | 65

EDGE TREATMENT

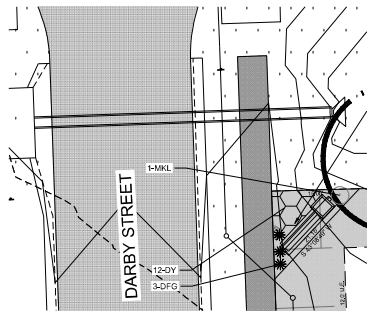
NOT TO SCALE



4 | 65

EVERGREEN TREE PLANTING

NOT TO SCALE



5 | 65

PLANTING ENLARGEMENT 1

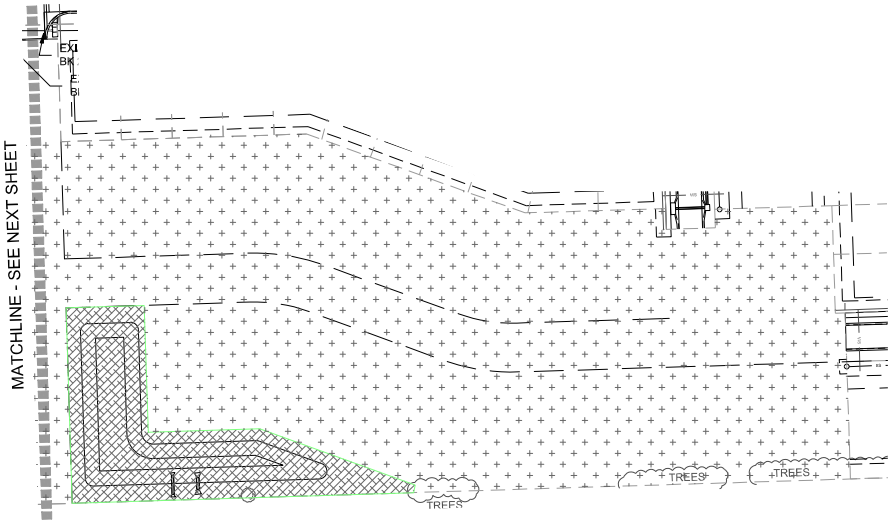
NOT TO SCALE

LEGEND

- DECIDUOUS SHRUBS
- ORNAMENTAL GRASSES
- MONUMENT SIGN
- PERNNIALS
- TURF GRASS MIX

LEGEND

- DECIDUOUS TREE
- EVERGREEN TREE
- RESIDENTIAL LOT TREE
- DECIDUOUS SHRUBS
- ORNAMENTAL GRASSES
- MONUMENT SIGN
- PERNNIALS
- TURF GRASS MIX
- DETENTION POND MIX
- TEMPORARY SEED MIX



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LANDSCAPE PLAN

SCALE: 1"=60'-0"

SMH CONSULTANTS
www.smhconsultants.com
Civil Engineering ■ Land Surveying
Landscape Architecture
Manhattan, KS - HQ
(785) 776-0041
Dodge City, KS
(620) 255-1852
Kansas City
(913) 444-9615
Colorado Springs, CO
(719) 465-2145

DWYER FARMS SUBDIVISION, PHASE II

PROGRESS DOCUMENTS NOT FOR CONSTRUCTION

EDGERTON, KANSAS

REVISION DESCRIPTION
REVISION DESCRIPTION
DD/MM/YY

LANDSCAPE PLAN

NORTH

SCALE: 1" = 60'

PROJECT #: 2401-0009
CHECKED BY: KML
DRAWN BY: KML

DATE: 05-22-2024

SHEET # 66

TOTAL SHEETS 92

SECTION 02900
LANDSCAPING

PART 1 GENERAL

1.1 RELATED DOCUMENTS

A. Provisions established within the General and Supplementary Conditions of the Contract, Division 1 - General Requirements, and the Construction Drawings are collectively applicable to this section.

1.2 SUMMARY

A. Section 02900 includes:

1. Topsoil
2. Imported Topsoil
3. Fertilizer
4. Organic Soil Amendment
5. Mulches
6. Staking Material and Tree Wrap
7. Water
8. Geotextile Fabric
9. Edger
10. Sod
11. Seed
12. Plant Materials
13. Herbicide
14. Hydromulch

B. Related Sections:

1. Section 02110 - Site Clearing.
2. Section 02200 - Earthwork.
3. Section 02810 - Landscape Irrigation.
4. Section 02970 - Landscape and Irrigation Maintenance.

1.3 QUALITY ASSURANCE

A. Contractor Qualifications:

1. The Landscape Contractor shall have its primary place of business within one hundred fifty (150) miles of the project site.

2. The Landscape Contractor shall be a local A.N.A or A.L.C.A. certified landscape business capable of performing the work outlined herein.

3. Install work using skilled persons proficient in the trades required for executing the work in a neat orderly and responsible manner with recognized standards of workmanship.

4. Landscape Contractor shall have not less than five years of successful experience with installation of similar work. If requested by the Owner and/or Landscape Architect, submit a list of three projects completed in the last two years of similar complexity to this project with name and location of project, Owner's name and telephone number, and name of landscape architectural firm and telephone number.

B. Reference Standards:

1. ANSI Z60.1 "American Standard for Nursery Stock" current edition

2. American Sod Producers Association (ASPA) "Specifications for Turfgrass Sod Materials and Transplanting/Installation"

C. Quality of Work and Materials: The Contractor shall furnish all materials and perform all work in accordance with these specifications, drawings, and instructions provided by the Landscape Architect or Owner's Representative hereafter also referred to as Landscape Architect. The work shall include everything shown on the drawings and required by the specifications and everything to which in the judgment of the Landscape Architect is incidental to what is shown on the drawings or required by the specifications. The Contractor shall cooperate with the Landscape Architect so that no error or discrepancy in the drawings, details or specifications shall cause defective, inappropriate, or incorrect materials to be used or poor workmanship to be allowed and so that the work may proceed in the most efficient and effective manner.

D. Weather Conditions: Work must be carried out only during weather conditions favorable to landscape construction and to the health and welfare of plants. The Landscape Architect shall determine the suitability of such weather conditions.

1.4 SUBMITTALS:

A. Approval of Submittals: Do not proceed with ordering, purchase or delivery of materials prior to receipt of approved submittals, substitutions & tests from Landscape Architect or Owner.

1. Required for all items specified herein. Provide 5 copies of all product data sheets, cut sheets or test results and 2 samples of all materials to the Landscape Architect for review.

2. Supply with cut sheets and samples a detailed list of materials proposed in this project, including Description, Manufacturer/Supplier, and Model.

3. Plant tags shall not be submitted but remain attached to the plants until Final Acceptance. After Final Acceptance Contractor shall remove all plant tags.

C. Substitutions:

1. Substitutions shall be made only with the written approval of the Landscape Architect. Substitutions will not be considered prior to opening of the bids.

2. Substitution of plant material will be made only on the basis of proof of unavailability.

3. Provide 5 copies of a written request for substitution to the Landscape Architect for approval. Do not proceed with purchase or installation of materials prior to receipt of approved substitution from Landscape Architect. Include with the request proof of unavailability, product data, and supplier.

D. Testing: Contractor shall perform and submit the following tests to the Landscape Architect prior to proceeding with soil preparation or installation of plant material.

1. Submit soils test for imported topsoil and on site topsoil (stockpiled or unexcavated). Test shall include all macro and micronutrients, organic matter, and amendment recommendations from the testing laboratory. Each test shall be taken from at least three (3) sample locations, to provide an accurate cross section of the soils. The Landscape Architect may require additional testing if any significant discrepancy is shown by the tests

2. Submit soils test for Organic Amendment. Test shall include all macro and micronutrients, organic matter, and carbon nitrogen ratio.

E. Record of Purchases: Package tags and receipts for all topsoil, soil amendments, fertilizers, mulch, fabric, seed, or sod shall be supplied to the Landscape Architect prior to installation.

1.5 PROTECTION

A. Before commencing work, all trees and shrubs that are to be saved must be protected from damage by the placement of snow fencing for visibility or some other suitable protective procedure approved by the Landscape Architect. No work may begin until this requirement is fulfilled.

B. In order to avoid damage to roots, bark or lower branches, no truck or other equipment shall be driven or parked within the drip line of any tree, unless the tree hangs over a paved parking area or traffic lane.

C. The Contractor shall use any and all precautionary measures when performing work around trees, walks, pavements, utilities, and any other features either existing or previously installed under this Contract.

D. The Contractor shall adjust depth of earthwork and soil preparation when working immediately adjacent to any of the aforementioned features in order to prevent disturbing tree roots, undermining walks and pavements, and damage in general to any existing or newly incorporated item.

1.6 FINAL ACCEPTANCE

A. Final Acceptance: Within ten days of Contractor's notification that the entire Project is complete, Landscape Architect will review installation. If Final Acceptance is not given, the Landscape Architect will prepare a punch list of pending items that, upon completion by Contractor and subsequent review and approval, will signify Final Acceptance. The Contractor shall complete and submit the punch list of corrections within 10 calendar days from the date issued.

1.7 RIGHT OF REJECTION

A. The Landscape Architect reserves the right to reject at any time or place prior to Final Acceptance all plant materials, which in the Landscape Architect's opinion fail to meet specifications. Inspection of materials is primarily for quality, size and variety, but other requirements are not waived even though visual inspection results in approval. Plants may be inspected where available; however, inspection at the places of supply shall not preclude the right of rejection at the site or at a later time prior to Final Acceptance. Rejected materials shall be removed from the site within 24 hours.

B. The Contractor shall schedule the inspection and tagging of plants by the Landscape Architect, at the supplier prior to delivery, to be completed in one visit. Any further inspection required due to plants being unavailable or rejected as not meeting specifications shall be charged to the Contractor at the current hourly rate (plus travel expenses if applicable) for Landscape Architect's personnel performing the inspection.

1.8 MAINTENANCE OPERATIONS BEFORE FINAL ACCEPTANCE

A. Plant care shall begin immediately after each plant is satisfactorily installed and shall continue throughout the life of the contract until Final Acceptance of the project or for the minimum time listed in the following instructions, whichever is longer.

B. Trees and Shrubs: Maintenance shall include, but not be limited to, replacing mulch that has been displaced by erosion or other means, repairing and reshaping water rings or saucers, maintaining stakes and guys, watering when needed or directed, and performing any other work required to keep the plants in a healthy condition.

C. Sod: Maintain for not less than 30 days after the date of installation, and longer, as may be required for acceptable establishment.

1. At the end of the 30-day maintenance period, fertilize new sod areas with 1 pound of actual nitrogen per 1000 square feet of sod area.

2. Maintain new sod areas by watering, fertilizing, weeding, mowing, trimming, and other operations such as rolling, regrading, and replanting as required to establish grasses, free of erodec or bare areas. Provide protection against disease and insect damage.

D. Seeded Areas: for not less than 30 days, after the date of installation, and longer as may be necessary for acceptable erosion control and seed germination and emergence.

1. Maintain seeded areas by watering, controlling weed growth, regrading, replanting and re-mulching as required to ensure that seedec areas are in vigorous growing condition and free of eroded areas.

E. Annual, Perennial, and Groundcover Beds: Maintain by watering, controlling weed growth, replanting, re-mulching, fertilizing, and controlling pests as required to ensure vigorous growth and erosion control.

F. Contractor shall remove and replace all dead, defective and/or rejected plants as required before Final Acceptance.

G. Once each month, for the first year of operation following Final Acceptance, provide on-site consultation with Owner's operating personnel. This shall include up to 4 hours time per month.

1.9 WARRANTY

A. The condition of all new plant materials is the responsibility of the Contractor until final acceptance. Any replacement of plant materials that may be necessary shall be at the expense of the Contractor.

B. Warranty the following living plant materials for the specified period after the date of Final Acceptance. Unless noted otherwise on the plan.

1. Trees, Shrubs, Vines, Groundcovers and Perennials: Warranty for a period of one (1) full year from the date of Final Acceptance, against defects including death and unsatisfactory growth.

2. Seeded Areas: Warranty for a period of one (1) year after the date of Final Acceptance.
   a. The seeded must have healthy uniform grass growth, with no bare spots greater than one square foot, or exceeding 5% of any seeded area.
   b. The seeded areas shall have no major settlement or become waterlogged in settled swales. Should settlement occur, fill and compact settled areas and reseed affected areas.

3. Sodded Areas: Warranty for a period of one (1) year after the date of Final Acceptance.
   a. The sodded areas must have healthy uniform grass growth, with no bare spots greater than six square inches.
   b. The sodded areas shall have no major settlement or become waterlogged in settled swales. Should settlement occur, fill and compact settled areas and reseed affected areas per these specifications.

4. Annuals: Warranty for a period coinciding with their normal growing season.

C. Replacements:

1. Replacements under this warranty shall be at no additional cost the Owner and shall be determined by the Landscape Architect or Owners Representative.

2. Remove plants that fail during the warranty period immediately. Make replacements during the appropriate planting or growing season. At the end of the warranty period replace any plant material which is in poor health or of doubtful good health as determined by the Landscape Architect, unless, in the opinion of the Landscape Architect it is advisable to extend the warranty period. Another inspection will be conducted at the end of the extended warranty period, if any, to determine acceptance or rejection.

Replacement planting is to be in accordance with these Specifications and Construction Drawings and at the Contractor's expense. All areas damaged by replacement operations are to be fully restored at the Contractor's expense to their original condition as specified.

D. Exemptions:

1. Inadequate or improper maintenance by the Owner shall not be cause for replacement provided the Contractor shall have submitted throughout the warranty period a monthly letter or report to the Owner of improper or inadequate maintenance practices and recommended remedial actions.

2. Defects resulting from neglect by Owner, abuse or damage by others, vandalism, or unusual phenomena or incidents, which are beyond the Contractors control, shall not enforce the warranty.

PART 2 PRODUCTS

2.1 TOPSOIL

A. Natural, friable, soil possessing the characteristics of representative topsoils in the vicinity which produces a heavy growth, free of stones over 1 inch in diameter, refuse, plants or their roots, sticks, noxious weeds, salts, soil sterilants, toxic substances or other material which would be detrimental to plant growth or hinder planting operations.

B. The Contractor is to verify the quantity and quality of stockpiled topsoil and provide sumittals (see 02900, 1.4, D., 1). The Contractor shall supply any additional topsoil needed at no additional cost. See civil specs & notes for storage and placement of topsoil.

2.2 IMPORTED TOPSOIL

A. Shall be fertile, friable, sandy loam topsoil and shall be obtained from a well-drained site. It shall be without admixture of subsoil and shall be free of stones over 1 inch in diameter, refuse, plants or their roots, sticks, noxious weeds, salts, soil sterilants, toxic substances or other material which would be detrimental to plant growth or hinder planting operations.

B. Imported Topsoil shall not be delivered or used while in a frozen or muddy condition.

C. Imported topsoil as delivered to the site shall have an acidity range of pH 6.0 to 7.5 and shall contain not less than 3% organic matter as determined by loss on ignition of moisture-free samples dried at 100C Centigrade. Topsoil shall have salt of less than 2 mmhos/cm and a sodium absorption ration of less than 12.

D. Topsoil shall meet the following mechanical analysis:

	Passing %	Retained %
1-inch screen	100	0-3
1/4-inch screen	97-100	0-3
No. 100 mesh sieve	60-40	40-60

E. The Landscape Architect reserves the right to inspect topsoil at its source to determine whether or not it meets the requirements specified and to approve the depth to which it may be stripped.

2.3 FERTILIZER

A. Fertilizer shall be delivered to the site, mixed as specified, in the original unopened standard size bags showing weight, analysis and name of manufacturer. Containers shall bear the manufacturer's guaranteed statement of analysis or a manufacturer's certificate of compliance covering analysis. These shall be furnished to the Landscape Architect. Store fertilizer in a weatherproof place and in such a manner that it shall be kept dry and its effectiveness shall not be impaired.

B. Superphosphate: Soluble mixture of treated minerals, 16% to 20% available phosphoric acid.
Commercial Fertilizer: Complete fertilizer containing the following percentages of available plant nutrients.

1. Tablets: For trees and shrubs, provide tightly compressed long lasting, slow release tablets weighing 21 grams with an analysis of 20-10-5, and a potential acidity of not more than 5% by weight.
2. Granular: For lawns, vines, flowers and groundcovers, provide a granular, slow release, commercial fertilizer with an analysis of 20-10-5.

2.4 ORGANIC SOIL AMENDMENT

A. Organic soil amendment shall be a composted organic wood and manure based product with a carbon to nitrogen ratio between 15:1 and 30:1, with a pH of 6 to 8, and salt content below 6 mmhos/cm. Unless noted otherwise on the plan

B. The organic soil amendment shall be free from all viable weed seeds, and be finely shredded to pass 70% through a 1/8" inch mesh.

2.5 ADDITIONAL SOIL AMENDMENT

A. Wetting agents shall be dry form Revive or approved equal

2.6 MULCHES

A. Shredded Cedar Mulch: Submit samples.

2.6 STAKING MATERIAL AND TREE WRAP

A. Tree Wrap: Shall be first quality, 4-inch wide, bituminous impregnated tape, corrugated or crepe paper, brown in color, specifically manufactured for tree wrapping.

1. Secure tree wrap with a flexible nylon tape strapping specifically designed for tying plant material. No string, cord, or other non-plastic material will be accepted.

B. Stakes: Shall be either 6 foot x 2-inch diameter wolmanized lodge pole pine or 6 foot green steel "T" posts 1.33 Certified ASTM-A702 with blade, or 39-inch steel "T" posts as determined by the notes, detail, or execution section of these specifications. From Hutchinson Western or Equal

C. Fabric Tree Collars: Trees shall be secured to stakes using minimum 2-inch wide non-stretching webbing with grommets for attachment of wire between strap and stake. Strap shall be of sufficient length in relation to tree caliper so that grommets and wire do not touch trunk.

1. Foresight Industries PS-1, non-stretch tree collar straps, or approved substitution.

D. Wire: Shall be 12 gauge galvanized steel wire.

E. General:

1. Evergreen trees that are eight-feet tall and taller shall have wire guys threaded through rubber or plastic hose sections which are looped around the tree trunk.

2. Fabric tree collars will not be acceptable on evergreen trees taller than eight-feet (8').

3. All wire shall be covered with 1/2" diameter white PVC pipe; refer to details for length.

2.7 WATER

A. The Owner shall provide w on_site water for the execution and maintenance of this work to the Contractor at no expense. The Contractor shall furnish hose and other watering equipment.

2.8 WEED BARRIER FABRIC

A. Weed barrier fabric shall be a 28 mil woven needle punched polypropylene material that shall be all east 70% ultra violet light resistant & have a water flow rate of at least 75 gal./min./s.f. Use Restrictor landscape fabric by Wiesiem Landscape & Geotextile Supply or aproved equal. Submit sample and product data or approval.

2.9 EDGER

Edger to be steel unless otherwise noted other otherwise on the plan.

A. Steel edger shall be 44-inch depth, 1/8 inch thickness, interlocking steel edge, painted green with a rounded non cut top, staked with metal stakes sufficiently to hold in place; and installed per manufacturer's recommendations. Use Ryerson or approved equal steel edging.

2.10 SOD

A. Sod shall be a locally grown, certified blend, complying with applicable local and Federal regulations and complying with ASPA "Specifications for Turfgrass Sod Materials and Transplanting/Installation", **See plan for seed mixture and rates.** The sod shall have a vigorous and healthy root system and top growth and shall have been regularly fertilized, watered, mowed, sprayed and shall be free from objectionable weeds and/or grasses. Sod strip shall have from 5/8th inch minimum to one-inch maximum thickness of soil adhering to root system, cut into strips 15-inches maximum width by 4-feet minimum length. Sod that has dried out, or sod with soil, which breaks, tears or crumbles away will not be accepted. Sod cut for more than 36 hours will not be accepted. Sod shall be kept moist, protected from sun, heat or wind in transport and after delivery. Prior to cutting, the sod shall be evenly mowed to a blade length of at least one-inch but not more than 2-inches.

2.11 SEED

A. Seed Mixes shall be purchased from a reputable seed dealer, complying with requirements specified. Each seed type shall be appropriate for the specific region in which it is used. **See plan for seed mixture and rates.** Seed Mix shall be free from all noxious weeds including Russian or Canadian Thistle, Coarse Fescue, European Bindweed, Johnson Grass and Leaf Spurge. Seed which has become wet, moldy, or otherwise damaged in transit or in storage will not be acceptable.

B. Submit certification tags verifying seed type and purity or a signed statement certifying that the seed furnished is from a lot that has been tested by a recognized laboratory

2.12 EROSION CONTROLL FABRIC

A. Erosion control fabric shall be a single net excelsior blanket enclosed in a photodegradable plastic mesh secured with steel wire staples 6 inches long. Install per manufactures specifications. Use "Curlex" single net blankets by American Excelsior Company or approved equal.

2.13 PLANT MATERIALS

A. All Plants: Shall be the species subspecies or cultivar designated on the drawings. No substitutions will be accepted without prior written approval of the Landscape Architect. All plants shall meet or exceed the code of the standards currently recommended by the "Colorado Nursery Act" and established by the American Association of Nurserymen as well as the ANSI Z60.1 "American Standard for Nursery Stock" latest version but upgraded to meet the following additional requirements.

1. Unless specifically noted otherwise, all plants shall be of selected specimen quality, exceptionally heavy, symmetrical, tightly knit, so trained or favored in their development and appearance as to be superior in form, number of branches, compactness and symmetry. All plants shall have a normal habit or sound, healthy, vigorous plants with well-developed root system.

2. Plants shall be free of disease, insect pests, eggs or larvae.

3. Plants shall not be pruned before delivery.

4. All plants shall have been grown under climatic conditions similar to those in the locality of the site of the project under construction or have been acclimated to such condition for at least two (2) years.

5. All plants designated balled and burlapped (B&B) must be moved with the root systems as solid units with balls of earth firmly wrapped with burlap pined tight and secured with hemp twine and a wire basket that has been tightened to the ball. The diameter and depth of the balls of earth must be sufficient to encompass the fibrous root feeding systems necessary for the healthy development of the plant and comply with ANSI Z60.1. No plant shall be accepted when the ball of earth surrounding its roots has been badly cracked or broken preparatory to or during the process of planting. All plants that cannot be planted at once must be heeled_in by setting in the ground and covering the balls with soil or mulch and then watering. Burlap and twine made from hemp is preferable to synthetic fibers such as nylon.

B. Deciduous Shade and Ornamental Trees: Provide B&B trees of sizes listed on the plan. Sizes indicate minimum height or caliper. All deciduous shade and ornamental trees shall have full, well-shaped heads.

1. Trees with abrasion of the bark, sunscalds, disfiguring knots or fresh cuts of limbs over one inch (1") which have not completely callused shall be rejected.

2. The trunk of each tree shall be a single trunk growing from a single unmutilated crown of roots, unless specified as "clump form".

C. Deciduous Shrubs: Provide shrubs of sizes listed on the plan. Sizes indicate minimum container size, height or spread as labeled. The size in spread shall be used for spreading shrubs and height for more upright types none shall have less than minimum number of canes required by ANSI Z60.1.

1. The thickness of each shrub shall correspond to the trade classification "No.1". Single stemmed or thin plants shall not be accepted. The side branches must be generous, well_twigged, and the plant as a whole well_branched to the ground. The plants must be in moist condition, free from dead wood, bruises or other root or branch injuries.

D. Evergreen Shrubs: Provide shrubs of sizes listed on the plan. Sizes indicate minimum container size, height or spread as labled. The size in spread shall be used for spreading and semi-spreading type and height for other types, such as globe, dwarf, and cone, pyramidal, broad up right, and columnar.

1. The thickness of each shrub shall correspond to the trade classification "No.1". Single stemmed or thin plants shall not be accepted. The side branches must be generous, well_twigged, and the plant as a whole well_branched to the ground. The plants must be in moist condition, free from dead wood, bruises or other root or branch injuries.

E. Evergreen Trees: Provide evergreen trees of sizes listed on the plan. Sizes indicate minimum height. All evergreen trees shall be unsheared and full to the ground

1. Provide balled and burlapped (B&B) or mechanical, spade-dug evergreen trees.

2. All collected evergreen trees shall have a minimum rootball to trunk caliper ratio of 10 to 1; ten inches of rootball diameter per each one inch of trunk caliper and comply with ANSI Z60.1.

2.14 PRE-EMERGENT HERBICIDE

A. Pre-Emergent Herbicide: Shall be "Treflan" as manufactured by Elanco Company or approved substitution. Apply as per manufacturer's recommendations for weed control.

PART 3 EXECUTION

3.1 TOPSOIL EXCAVATION & STORAGE
See Site Clearing 2230 section 3.04 Topsoil Excavation

3.1 TOPSOIL PLACEMENT

A. Work Included: Place stockpiled or imported topsoil in landscaped areas and to a minimum depth of 6" unless noted otherwise on the plan or specified otherwise here within.

B. Area: All exterior ground within the limit of contract, except surfaces occupied by buildings and structures, paving, and except areas indicated to be undisturbed, shall be topsoiled.

C. Preparation: Disk, drag, harrow or hand rake subgrade to a minimum depth of three inches (3") to provide bond for topsoil.

D. Placement of Topsoil: **Place no topsoil until subgrade has been approved.** Before placing topsoil, rake subsoil surface clear of stones, debris, and roots. Compact topsoil to form a layer with **minimum depth as defined in the notes**. If there is any discrepancy the plan will have precedence over the notes and the notes over the details. Topsoil shall be placed so that after final settlement there will be positive drainage and the surface will conform to the elevations shown on the drawings. Contractor is to maintain surfaces and place any additional topsoil necessary to replace that eroded before Final Acceptance.

E. Topsoil, which must be transported across finished walks, shall be delivered in such a manner that no damage will be done to the walks. The Contractor shall be responsible for the repair of such damage.

3.2 FINISH AND FINE GRADING

A. Positive Surface Drainage: The Contractor shall finish and fine grade the project area to establish an even and well-matched grade over the entire surface. Positive surface drainage shall be assured, and there shall be no depressions, subsequent settling or irregularities in the finished grade.

B. Transitional Areas: At any transitional point or line where one plane intersects another, such as from a sloping area or berm to a level area, a smooth and gentle transition shall be made. There shall be no abrupt changes in grade unless specifically noted otherwise. There shall also be a smooth transition between existing turf and new turf.

3.3 AMENDMENTS FOR SOIL PREPARATION

A. Soil Preparation: Schedule of soil mixes and soil amending for various project areas are listed below (for bidding purposes only, **final amendment schedule shall be determined by the Landscape Architect based on soils tests provide by the Landscape Contractor (see 02900, 1.4, D., 1.).**

1. Permanently Seeded Areas of Dryland, Riparian & Wetland Native, Blends: Provide not less than the following quantities of specified amendment materials.
   Organic Soil Amendment: 4 cubic yards per 1000 s.f.
   Commercial Fertilizer (20-10-5): 2 lbs. per 1000 s.f.
   Superphosphate @ 20% P2O5: 10 lbs. per 1,000 s.f.
   Potash: add 1.5 lbs actual K2O per 1,000 s.f.
   Iron: add 0,5 lbs actual Fe per 1,000 s.f.

2. Sodded and Permanently Seeded Areas of Bluegrass & Fescue Blends: Provide not less than the following quantities of specified amendment materials. Other types of sod or seed refer to supplier's recommendations.
   Organic Soil Amendment: 4 cubic yards per 1000 s.f.
   Commercial Fertilizer (20-10-5): 10 lbs. per 1000 s.f.
   Superphosphate @ 20% P2O5: 10 lbs. per 1,000 s.f.
   Potash: add 1.0 lbs actual K2O per 1,000 s.f.
   Iron: add 0,5 lbs actual Fe per 1,000 s.f

3. Shrub, Groundcover and Annual/Perennial Beds: Provide not less than the following quantities of specified amendment materials:
   Organic Soil Amendment: 5 cubic yards per 1000 s.f.
   Commercial Fertilizer (20-10-5): 10 lbs. per 1000 s.f.
   Superphosphate @ 20% P2O5: 10 lbs. per 1,000 s.f.
   Potash: add 1.0 lbs actual K2O per 1,000 s.f.
   Iron: add 0,5 lbs actual Fe per 1,000 s.f

4. Backfill for lower portion of tree and shrub pits below bottom of adjacent amended top soil
   Organic Soil Amendment: 1/4 by volume of backfill
   Planting Pit Excavated Sub Soil: 3/4 by volume.
   Fertilizer Tablets: One 21-gram fertilizer tablet for each 1/2 inch of tree trunk caliper and one tablet per 12 inches height, or spread, whichever is greater, of each shrub.

3.4 SOIL PREPARATION

A. The Contractor shall complete finished grading of all landscaped areas.

B. Sodded/Seeded Areas: Spread specified amendment materials evenly over entire area and thoroughly incorporate, by mixing before placing, rototilling or finely discing (max. 1" size), to the full depth of topsoil. The areas shall then be raked and settled, removing all coarse lumps, rocks, sticks, roots and weeds. The soil surface shall be smooth, loose and of fine texture, staying one inch below all paving edges.

C. Shrub, Groundcover and Annual/Perennial Beds: Spread specified amendment materials evenly over bed areas and thoroughly incorporate, by mixing before placing, rototilling or finally discing (max. 1" size), to the full depth of topsoil. If the topsoil is deeper than 12" only incorporate in the top 12". The areas shall then be settled, fine graded and raked to meet the approved finished grade. The surface shall be smooth and loose and of fine texture.

D. Wetting agents shall be incorporated with other amendment material to all clay soils per manufacturer's recommendations. Use in seeded areas, beds & backfill mix.

E. Restore areas to specified condition if eroded or otherwise disturbed after fine grading and prior to planting.

3.5 TREES AND SHRUB PLANTING OPERATIONS

A. Scheduling: Planting operations shall be performed at a steady rate of work unless weather conditions make it impossible to work. No plant material shall be planted in frozen ground.

B. Soil Conditions:

1. If rock or other underground obstruction is encountered, the Landscape Architect may require plant pits to be relocated, the pits enlarged or the plants deleted from the contract.

2. Plant Pit Drainage: In random tree/shrub holes (minimum 20%) throughout the site but in particular in plant pits near the building, fill with water and let stand for twenty-four (24) hours. At the end of twenty-four (24) hours, check hole for drainage of water. Refill the holes and inspect again at twenty-four (24) hours. If the water has not percolated completely into soil, contact the Landscape Architect for additional measures to insure proper drainage.

C. Delivery and Storage: Plants transported to the project in open vehicles shall be covered with tarpaulins or other suitable covers securely fastened to the body of the vehicle to prevent injury to the plants. Closed vehicles shall be adequately ventilated to prevent overheating of the plants. Evidence of inadequate protection following digging, carelessness while in transit, or improper handling or storage shall be cause for rejection. All plants shall be kept moist, fresh, and protected. Such protection shall encompass the entire period during which the plants are in transit, being handled, or are in temporary storage.

D. Planting:

1. Planting Pits: Holes for trees shall be at least two times the diameter of the root system. Holes for shrubs, perennials and vines shall be at least twelve inches (12") greater in diameter than the spread of the root system.

2. Plants shall be planted in the center of the holes and at the depth shown on the drawings. Do not use rock or bark mulch to raise trees in holes.

3. Root System: B&B plants shall be planted with root ball intact and undamaged. **After being placed in the pit, all B&B plant material shall have all containment material from the trunk and sides of root ball that is not 100% hemp. This includes the wire basket and nylon twine. After backfilling and saturating the lower 2/3's of the pit remove the remaining burlap or twine from the top 1/3rd of the root ball as well as the trunk. If the plant is in a plastic pot or a fiber pot larger than 7 gallons remove the pot after placing the plant in the pit.** Container grown plants shall have root mass scored vertically on four sides prior to planting to prevent the plant from becoming root bound.

4. Backfill: Place specified amended backfill in maximum eight-inch (8") layers and then water each layer to settle the soil before the next layer is placed. Soil shall be lightly tamped under the edges of the plants and place enough soil to maintain finished grade after settling (no mechanical compaction will be allowed).

5. Saucer: A saucer shall be provided around each plant as shown on the drawings and all saucers not in mulched beds shall be mulched with specified mulch to a depth of three inches (3").

6. Watering: Plants shall be soaked with water twice within the first twenty-four hours after planting. Water shall be applied at low pressure to soak in thoroughly without dislodging the soil.

E. Pruning: Prune, thin out, and shape trees and shrubs after planting in accordance with good horticultural practice. Prune trees and shrubs to retain required height, spread and natural character (do not cut tree leaders).

1. Remove only injured or dead branches from flowering trees.

2. Remove and replace excessively pruned or misshaped stock resulting from improper pruning.

F. Guying/Staking and Wrapping:

1. Guy and stake trees immediately after planting, as shown on planting details

2. Wrap deciduous tree trunks per planting details no later than November 15. Before wrapping, Lanscape Architect to inspect tree trunks for injury, improper pruning, and insect infestation. Landscape Contractor shall remove all wrappings by May 21.

3.6 WEED BARRIER FABRIC

1. The weed barrier fabric shall be placed over the soil in all planting areas not to be seeded or sodded, or mulched with an organic material. The mat shall be secured in place by sod pins per the details.

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DWYER FARMS SUBDIVISION, PHASE II

PROGRESS DOCUMENTS NOT FOR CONSTRUCTION

EDGERTON, KANSAS

REVISION	REVISION DESCRIPTION (DESCRIPTION)
1	. . . . .
2	. . . . .
REVISION 3	00/00/00 . . . . .

LANDSCAPE SPECIFICATIONS

NORTH

SCALE: 1" = 60'

PROJECT #: 2401-0009
CHECKED BY: KML
DRAWN BY: KML

DATE: 05-22-2024

SHEET # 67

TOTAL SHEETS 92

3.7 MULCH, BREEZE, GRAVEL, ROCK & COBBLE

Apply materials so that the top of their surface is level with adjacent finished grade as detailed and they are the minimum depth specified after settlement and compaction. River rock shall be used unless defined differently in the notes.

A. Specified river rock shall be spread at a minimum four (4) inch depth for shrubs, ornamental grasses, perennials & trees in beds unless defined differently on the plan or in the notes.

3.8 SOD

A. Area: All areas outlined on the plan.

B. Preparation for Sodding: Sodded areas shall be free of debris and/or rocks larger than 1/2" which may hinder tilling, sodding, finish grading or subsequent operations. Accumulated debris shall be disposed of off-site. All sodded areas on slopes of three to one (3:1) or greater shall be secured with stakes.

C. Finish Grades: Perform finish grading required to maintain drainage into catch basins, drainage structures, etc., and as required to provide a smooth, well-contoured surface prior to proceeding. Ensure finished grades of sod are such that drainage of storm and irrigation waters will occur and ponding of water will be prevented.

D. Irrigation Heads: Adjust irrigation heads to proper watering height according to depth of the sod material, but lower than compacted grass blade height, to enable lawn mowers to freely cut grass without damage to sprinkler system. Adjust irrigation heads to proper watering height for unmowed areas to prevent mature grass from obstructing the stream of water.

E. Sod Placement:

1. Lay sod on soil that is slightly moist, with ends and sides of sod pieces butted tightly together, and laid in continuous rows with longest dimensions parallel to contours.
2. Stagger vertical joints between sod strips and compact by rolling so sod will be incorporated with ground surface, insure tight joints between adjacent pieces.
3. Cut all rows terminating on designated property lines equally to a straight line.
4. Add topsoil along exposed edges to match adjacent grade. Feather topsoil out approximately 1-foot from edge of sod.
5. Lay sod flush with adjacent walks, curbs, etc.
6. Protection of Sod Areas: Provide barriers as required to prevent pedestrian or vehicular traffic over newly sodded areas until completion and acceptance of work.
7. Sod shall be staked in all areas with a slope greater than 3:1.

F. Watering: Water sod upon completion of convenient work areas until installation is complete and irrigation system can be operated under full control. Water sufficiently to moisten subsoil at least 2" deep, and in manner not to cause erosion or damage to adjacent finished surfaces. Upon completion sod shall be watered by a permanent in ground irrigation system.

3.9 SEEDING

A. Area: All areas outlined on the plan, any disturbed areas off-site, and non-disturbed native grass areas.

B. Seed Bed Preparation:

1. Loosen soil to a depth of six inches (6") by approved method of scarification Remove stones or foreign matter over one inch (1") in diameter.
2. Grade areas to finish grades, filling as needed or removing surplus dirt and floating areas to a smooth, uniform grade as indicated on grading plans. All lawn areas shall slope to drain. Where no grades are shown, areas shall have a smooth and continual grade between existing or fixed controls (such as walks, curbs, catch basin, steps in elevation or building) and elevations shown on plans. Roll, scarify, rake and float lawn areas as necessary to obtain true, even lawn surfaces. All finish grades shall meet approval of the Landscape Architect, before grass seed is sown.
3. Seed beds should be permitted to settle or should be firmed by rolling before seedings are made.

C. Seeding shall not be performed in windy weather, or when the ground is frozen.

D. Scheduling:

1. Non-Irrigated seeding shall be performed either during the Spring Planting Season or the Fall Planting Season. Planting seasons shall be defined as that period of time in the spring or fall, favoring healthy growth of grasses in the locality in which the seeding is done, in accordance with the recommendations of the local Cooperative Extension Service.
2. In the event that irrigated or non-irrigated seeding operations are completed too late in the Fall for adequate germination and/or growth, maintenance shall continue into the following growing season or until a uniform stand of the specified grasses has been established.
3. Supplemental Irrigation. See Erosion Control Specs.

E. Seeding & Mulching:

1. All seeding rates are for drilled applications, add 50% for broad cast seed and 100% for hydroseed or brillion seeded.
2. Seeding and hydro mulching shall be done in two (2) directions at right angles to each other.
3. In larger areas seed shall be sowed evenly with an approved mechanical drill. Cult-packer or approved similar equipment may be used to cover the seed and to form the seedbed in one operation. Refer to seed supplier for appropriate seeding depth of specific seed mixes. Refer to landscape plan for seed mix and rate. These larger areas shall also have wheat straw crimped into the soil at the rate of two tons per acre.
4. In smaller areas inaccessible to mechanical seeder, the seed shall be broad cast and the seed bed shall be prepared by hand raking. Refer to seed supplier for appropriate seeding depth of specific seed mixes. Refer to landscape plan for seed mix and rate. These smaller areas shall be hydromulched after seeding. Irrigated seed areas are to be hydromulched with 2,000 lbs per acre of hydro mulch and tackifier, Non-irrigated seed areas are to be hydromulched with 4,000 lbs per acre of hydro mulch and tackifier. Watering by hand or with portable equipment is not considered irrigation.
5. Erosion control fabric shall be used on all seeded and hydro mulched slopes 4:1 or greater (steeper). Install per manufacturer recommendations.

F. Watering: Water the seeded areas to provide adequate moisture for germination and to support grass until fully established. All areas of the site shall be watered in such a way as to prevent erosion due to excessive quantities applied over small areas and to avoid damage to the finished surface.

1. The surface layer of soil for all seeded areas must be kept moist during the germination period. Water twice the first week and once per week thereafter with a fine spray. Do so as needed to supplement natural rain and reach a six inch minimum depth each time.
2. Make weekly inspections to determine the moisture content of the soil and adjust the watering schedule.
3. Seeded areas may be non-irrigated & watered by portable equipment. The Contractor shall, furnish his own portable tanks, pumps, hose connections, nozzles, and any other equipment required to transport the water from the available outlets and apply it to the seeded areas in an approved manner.
4. Seeded areas may be watered by an irrigation system. This system may be supplementary or Temporary. Supplementary irrigation will be permanent and buried in ground. Supplementary systems shall be operated to prevent death or damage during a period of drought in addition to establishment but not operated on a regular basis after establishment. Temporary irrigation can be above the ground and may be removed & recycled after establishment.

G. After grass growth has started, all areas or parts of areas, which fail to show a uniform stand of grass for any reason whatsoever shall be reseeded in accordance with the plans and as specified herein. Such areas and parts of areas shall be reseeded repeatedly until all areas are covered with a satisfactory growth of grass at no additional cost to the Owner.

H. Protection: Protect seeded area against trespassing while the grass is germinating. Furnish and install fences, signs, barriers or any other necessary temporary protective devices. The Contractor at his expense shall repair damage resulting from trespass, erosion, washout, settlement or other causes.

I. Remove all fences, signs, barriers or other temporary protective devices after Final Acceptance.

3.10RESTORATION AND CLEANING

A. Restoration and Repair: Properly repair sprinkler head or other irrigation system components, or other underground pipe or electric wiring damaged by this work.

B. Excess Materials and Debris: Remove pallets, unused sod, and other debris from the Project site. Clean paved areas over which operations have been conducted.

END OF SECTION

SECTION 02670
LANDSCAPE AND IRRIGATION MAINTENANCE

PART 1 GENERAL

1.1 WORK INCLUDED

A.The Landscape Contractor shall provide with the bid, a written proposal for landscape maintenance with the Owner. If the Landscape Contractor is not A.N.A certified and capable of performing the work the Landscape Contractor shall sub contract with a certified qualified landscape maintenance contractor and shall provide any sub contracting information with the bid. The accepted proposal and maintenance contract will be for a period of 1 year. Maintenance will begin immediately after Final Acceptance of the landscaping and irrigation by the Owner. The Landscape contractor shall provide examples of three other local projects maintained by the Landscape contractor or its subcontractor.

B.Landscape maintenance shall include all necessary watering, cultivation, weeding, pruning, wound dressing, disease and insect pest control, protective spraying, straightening plants which lean or sag, adjustments of plants which settle or are planted too low, mowing of turf areas, replacement of mulch that has been displaced by erosion or other means, filling and or regrading eroded areas, reseeding or replanting any eroded or dead areas, repairing and reshaping of water rings or saucers. , Removal of all rubbish, waste, tools, and equipment used in the execution of the contract at the end of each work day, and any other procedure consistent with good horticultural practice necessary to insure normal, vigorous and healthy growth of all plant material are also part of this maintenance contract.

C.During the first year of the maintenance contract, any replacement of plant material shall be the responsibility of the Landscape Contractor as part of the installation contract with exceptions as listed in Section 2900, 1.9. Any other replacement of plant material shall be included in the Maintenance Contract.

D.Landscape maintenance contractor shall purchase and maintain Contractor's general liability insurance in the amounts of $1,000,000. Certification of such insurance shall be filed with the Owner prior to the commencement of the work.

1.2 QUALITY ASSURANCE

A.Work Force: Contractor's representative shall be experienced and A.N.A. certified in landscape maintenance and shall be available on a 24 hour basis for emergency repairs.

B.Materials: All materials used shall conform to the landscape and irrigation specifications (sections 2900 and 2810).

C.If upon notification by the manager action is not taken to correct any problems which affect safety, health of the plants, or property image the manager may take whatever action necessary to remedy the situation. All costs associated with such work shall be deducted from any payments due the Contractor.

1.3 MAINTENANCE SCHEDULE

A.Maintenance contractor shall provide as part of the bid a maintenance schedule and report to owner the Landscape Architect. Daily scheduling of maintenance activities shall be coordinated with the owner.

B.The report shall detail all planned and periodic maintenance activities, and all materials and application rates.

C.Any subcontractors shall be listed in the report including certification and insurance information.

PART 2 EXECUTION

2.1 IRRIGATION

A.The irrigation system shall be used by the maintenance contractor for the watering program, but any failure of the system does not eliminate the Contractor's responsibility of maintaining the desired level of moisture necessary to maintain vigorous, healthy growth.

B.The quantity of water applied at one time shall be sufficient to penetrate the soil to a minimum of eight inches (8") in shrub beds and six inches (6") in turf areas at a rate which will prevent saturation of the soil and excessive water runoff (may require multiple short applications timed to allow absorption of water).

C.On_site water shall be furnished by the Owner. Hose and other watering equipment shall be furnished by the Contractor.

D.Winter Watering: All trees, shrubs and bermuda grass shall be irrigated monthly during the winter. Each tree shall receive a minimum of 20 gallons of water per application; ground cover areas shall receive 1" of water per application, each shrub shall receive a minimum of 2-3 gallons of water per application, and refer to supplier's recommendations for winter watering of the bermuda grass. Water shall be hand applied at a rate that allows the water to soak into the root zone.

1. Do not irrigate when temperatures will fall below 30 degrees within 24 hours.
2. Irrigation system may be used for the water application only when temperatures will remain above freezing for several days. Immediately following irrigation repeat the winter shut down procedure.

2.2 WEEDING

A. Maintenance contractor shall keep all planting areas (including tree rings) free from weeds and undesirable grasses by a method and by materials approved by the A.N.A.

2.3 MULCHING

A.Mulch shall be maintained at the proper depth in all shrub beds, ground cover areas, annual beds, and tree rings according to the original drawings and specifications.

B.Mulch displaced by erosion, wind, or irrigation activities shall be removed from all walks, drives, and turf areas and replaced in the beds.

C.All bark mulch beds to be top dressed annually.

2.4 DISEASE AND INSECT PEST CONTROL

A.Inspect all plant material at least once a month to locate any disease or insect pest infestations. Upon the discovery of any disease or insect pest infestation, identify, or have identified, the nature or species of the infestation. A method of control in accordance with common A.N.A. standards shall be immediately implemented.

B.Apply all pesticides and fungicides according to label directions and take any precautions necessary to protect people and any other plant material from the chemicals.

2.5 FERTILIZING

A.Maintenance contractor is to fertilize plant material on a regularly scheduled program to fit the requirements of the plant material to maintain vigorous and healthy plant growth.

B.Shrub beds, ground cover, turf, and annuals shall receive granular fertilizer and trees shall receive fertilizer through a root feeding injection system.

2.6 PRUNING AND REPAIR

A.The amount of pruning shall be limited to the minimum necessary to remove dead or injured twigs and branches and to compensate for the loss of roots as a result of transplanting operation and/or to maintain safety in vehicular use areas. Pruning shall be done in such a manner as to not change the natural habit or shape of the plant. All cuts shall be made nearly flush, leaving the swollen collar at the crotch but no stubs.

2.7 MOWING

A.Mow all grass areas at regular intervals to maintain the grass at a height of 2" to 3". Mow at intervals so that no more than 1/3 of the blade length or 1" is removed at each mowing.

B.Mow grass areas in such a manner as to prevent clippings from blowing on paved areas, and sidewalks. Cleanup after mowing shall include sweeping or blowing of paved areas and sidewalks to clear them from mowing debris.

C.Edges of curbs and sidewalks shall be trimmed at least twice monthly

D. Irrigation system shall be checked for damage and repaired following each mowing operation.

2.8 STAKING AND TREE WRAP

A.Deciduous tree trunks shall be wrapped by Nov. 15 and wrappings shall be removed by May 21.

B.All trees staked or guyed as part of installation shall have stakes or guys removed after 1 year for spring installations or 1.5 years for fall installations.

2.9 ANNUALS

A.Annuals shall be installed 3-4 times during the growing season. Color palette, quantity, and specific variety shall be approved by management prior to installation.

2.10 CLEAN UP

A.During the course of maintenance or planting, excess waste materials shall be continuously and promptly removed at the end of each work day.

2.11 GENERAL IRRIGATION

A.Landscape maintenance contractor shall maintain the irrigation system in good operating condition through monthly inspections of all system components and make repairs as necessary. This includes checking and verifying operation in each zone, the alignment of heads, rain sensors, controller, and check leaks.

B.Landscape maintenance contractor shall make every effort to conserve water by adjusting the programming to allow for weather changes and growth seasons. Irrigation operations should be conducted between Midnight and 6:00 AM unless other hours are requested by the management.

2.12 WINTER IRRIGATION SHUT DOWN

A.When cold weather approaches and the chance for freezing conditions exist, the system should be drained after each use.

B.Winter shut down procedure as follows:

1. Shut water off at main gate valve
2. Open all manual drain valves
3. Blow out each section twice with compressed air
4. Set controller to cycle through each section the minimum time available, once a day through Winter months
5. If backflow prevention is installed with unions, remove and store out of the weather.

2.13 SPRING IRRIGATION START UP

A.Spring start up procedure as follows:

1. Reinstall backflow prevention
2. Close all manual drain valves
3. Slowly turn water on
4. Cycle through each station manually until all air has escaped the system.
5. Check for leaks and proper alignment of heads
6. Repair and adjust system as required for proper operation

2.14 IRRIGATION COMPONENT REPLACEMENT

A.If replacement of component parts in the irrigation system becomes necessary after normal use, and after the original period of warranty has expired (Section 2810, 3.03), the Owner is responsible for the expense of these replacement components, if there has been no mishandling of these items on the part of the maintenance contractor.

2.15 MAINTENANCE CONTRACT

A.These terms and conditions herein outlined shall be attached and made a part of a maintenance contract with the Owner.

2.16 TERMINATION OF THE MAINTENANCE CONTRACT

A.If the Owner fails to make payment for a period of ninety (90) days without written clarification, the maintenance contractor may, upon twelve (12) additional days' written notice to the Owner, terminate the contract and recover from the Owner, payment for all work executed and for any proven loss sustained upon any materials, equipment, or tools, including reasonable profit and damages applicable to the maintenance contract.

B.If the maintenance contractor defaults or persistently fails or neglects to carry out the work in accordance with the maintenance contract, the Owner, after twelve (12) days' written notice to the maintenance contractor, and without prejudice to any other remedy they may have, may make good such deficiencies and deduct the cost thereof, including compensation for additional services made necessary thereby, from the payment then or thereafter due the contractor, or at their option, may terminate the contract.

END OF SECTION

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DWYER FARMS SUBDIVISION, PHASE II

PROGRESS DOCUMENTS NOT FOR CONSTRUCTION

EDGERTON, KANSAS

REVISION DATE	REVISION DESCRIPTION (DESCRIPTION)
00/00/00	. . . . .

LANDSCAPE SPECIFICATIONS

NORTH

SCALE: 1" = 60'

PROJECT #: 2401-0009
CHECKED BY: KML
DRAWN BY: KML

DATE: 05-22-2024

SHEET # 68

TOTAL SHEETS 92

6. **<u>PUD2024-0101:</u> FINAL PLANNED UNIT DEVELOPMENT AND PLAT APPLICATION FOR DWYER FARMS LOCATED ON THE SOUTHWEST CORNER OF BRAUN/207TH STREET AND 8TH STREET/EDGERTON ROAD**

Mr. Lee Ryherd, SMH Consultants, spoke before the Commission. He stated this application is for Phase II of the Dwyer Farms subdivision. Phase I started in 2022 and this will be a continuation of the development to the west and will be comprised of 105 lots and one (1) common tract for a monument sign off Braun/207th Street. There is one (1) additional connection from Braun/207th Street proposed and the streets from Phase I will be continued into Phase II. The property to the west will be able to connect to one of the streets as future development occurs. He explained that all of the utilities will be installed to all of the proposed lots. The stormwater and sanitary sewer infrastructure will be continued from Phase I into Phase II. Mr. Ryherd said the watermain is accessible across Braun/207th Street. Gas and power will be extended to the site by the appropriate company. Landscaping will be provided as was agreed upon in the Conceptual Plan, which was one (1) tree per lot. Landscaping will also be provided along Braun/207th Street as shown on the Landscaping Plan that was provided. He stated the monument sign will be like the sign in the northeast corner of Phase I. He stated that the lighting plan and architectural floor plans will be provided to City staff later.

Mr. Zachary Moore, Development Services Director, spoke to the Commission. He stated the application request is for a Final Planned Unit Development (PUD) Plan and Plat for the second phase of the Dwyer Farms subdivision. The property was annexed in April of 2022 then later rezoned to Planned Unit Development (PUD) in August of 2022. The Conceptual Plan was also approved by the Governing Body in August of 2022. On June 13, 2023, the Commission approved Phase I of the Dwyer Farms subdivision and construction is currently on going. Mr. Moore explained Phase II is proposed to have 105 lots with one (1) common tract. The lots will range from 6,000 square feet to just over 10,000 square feet with an average lot size of just under 7,500 square feet. The tract will be owned and maintained by the Homeowners' Association.

He said City staff reviewed the submittal against Article 6 and 13 of the Unified Development Code (UDC). The first requirement of Article 6 is that the proposal must conform with the objectives of the Comprehensive Plan. Mr. Moore stated that three (3) goals of recently adopted Comprehensive Plan are being met with this proposal:

- Goal 2.4: Coordinate land use planning with transportation and other public investments.
- Goal 4.1: Increase housing diversity in Edgerton.
- Goal 4.2: Promote best practices for all proposed residential development.

The Future Land Use Map (FLUM) also shows the subject property to be used as low-to-medium density residential and the proposal is compatible with the existing neighborhood. Mr. Moore explained that the net density proposed in Phase II is consistent with the previously approved Conceptual Plan. The site is under one (1) ownership as required by the UDC.

Mr. Moore said the applicant has requested a side yard setback of five (5) feet, which was approved in the Conceptual Plan and the first phase of the development. This would result in

a space between buildings of ten (10) feet. A stipulation of approval has been added for the use of fire rated materials to be used for exterior materials. The proposed setbacks meet what was approved in the Conceptual Plan. The front yard setback is proposed as 28 feet, rear yard setback proposed is 20 feet, and the corner yard setback that is proposed is 15 feet. Off-street parking will be provided as each previously provided floor plan has either a two (2) or three (3) car garage with two (2) additional parking spaces in the driveway. Mr. Moore said the proposed PUD will follow the Traffic Impact Study that was previously approved. The landscape plan and signage dose meet the UDC requirements, and the applicant will provide a sidewalk on one (1) side of all interior streets.

Mr. Moore said City staff recommends approval of PUD Final Plan and Plat for Phase II of Dwyer Farms with the following stipulations:

1. Prior to the plat being recorded, the following must occur:
    a. Floorplans for the models of homes to be constructed during this Phase must be provided.
    b. The stormwater study must be approved by the City Engineer.
    c. Public infrastructure plans must be approved by the City Engineer. Any necessary changes to the plat based on the review of those plans must be made prior to plat recording.
    d. The exterior corner in the boundary of a subdivision of land must be monumented prior to the recording of the plat.
2. Fire-rated materials must be used in construction of homes in lieu of the Planning Commission and Governing Body permitting a 5-foot side yard setback and minimum 10-foot separation between buildings.

Chairperson Daley inquired if the City is requiring basements on the homes. Mr. Moore replied that there have not been any formal building permit submittals at this time, but basements are not required. Chairperson Daley thought a shelter of some sort was required. Mr. Moore answered that when the building code was adopted, the Governing Body voted to amend the building code to allow a property owner to sign an affidavit opting out of having a storm shelter provided in a new house being constructed. Chairperson Daley inquired as to who submits the affidavit. Mr. Moore answered the property at the time of building permit submittal submits the affidavit.

Chairperson Daley inquired as to what the status of Phase I is currently. Mr. Kyle Jones, Rausch Coleman Homes, replied that they are currently working on constructing the streets and then other utility infrastructure will be constructed. He stated they have no control as to when the utilities will be completed as construction of those are done by each utility company. Once the roads are completed, Rausch Coleman then plans on applying for building permits, which they hope is to be in August. Chairperson Daley asked if the homes were to be constructed on a slab and not a basement. Mr. Jones stated that is correct and will have an option for buyers to add a storm shelter to their home, but as the owner at the time of building permit submittal, Rausch Coleman will be opting out of the storm shelter requirements.

Commissioner Mueller moved to recommend approval of Application PUD2024-0101 with the stipulations outlined by City staff to the Governing Body, seconded by Commissioner Little. Application PUD2024-0101 was recommended for approval with the stipulations, 3-0.

DRAFT

CITY OF EDGERTON, KANSAS

COUNCIL AGENDA ITEM

Council Meeting Date:	July 25, 2024
Agenda Item:	Ordinance Authorizing Tax Increment and CID Special Obligation Bonds
Subject:	Homestead Lane Improvement Costs

The City established the Homestead Lane TIF District in 2019. The City has approved two project plans within the District. Project Plan A1 was approved in 2020 for the On The Go Travel Center project. Project Plan B1 was approved in 2021 for the Edgerton Crossing (Woodstone) project. The City also established a community improvement district and levied a 1% sales tax for the On The Go Travel Center in 2020.

Both project plans and the CID ordinance approved a City project, which consists of public infrastructure improvements to Homestead Lane, including the new intersection at 200th Street. The City has completed a significant portion of these public improvements. The City financed the costs of the public improvements with the issuance of General Obligation Temporary Notes, Series 2022-A. The temporary notes mature September 1, 2024. The City must obtain the funds to pay the notes.

The Ordinance authorizes the City to issue Special Obligation Tax Increment and CID Revenue Bonds. The proceeds of the bonds will be used to reimburse the City for project costs, fund a debt service reserve fund, and pay costs of issuance. The City will then use the funds it receives as reimbursement to pay the temporary notes on or before September 1, 2024.

The City will continue to collect the tax increment and CID sales tax. The City will first pay itself the annual administrative fee, and the City will then deduct each Developer's share of the TIF revenue. The Indenture then requires the City to pay over to the bond trustee all remaining funds in the TIF fund and the CID sales tax fund. The trustee will use this money to pay debt service on the bonds.

The bonds are payable solely from the tax increment and CID sales tax that the City pays over to the trustee. The Bonds are not a general obligation of the City and are not payable from general tax revenues.

The next steps in the bond issuance process and the approximate dates are:

- Offer the bonds for sale starting on July 26
- Final Pricing on August 12
- Close on the bonds on August 29

[Summary Published in *The Legal Record* on July 30, 2024]

ORDINANCE NO. 2163

AN ORDINANCE AUTHORIZING THE ISSUANCE OF SPECIAL OBLIGATION TAX INCREMENT AND CID REVENUE BONDS (HOMESTEAD LANE RETAIL DISTRICT) SERIES 2024 IN THE MAXIMUM PRINCIPAL AMOUNT OF $1,350,000 OF THE CITY OF EDGERTON, KANSAS, FOR THE PURPOSE OF FUNDING AND/OR REFINANCING THE COSTS OF A PROJECT; AND APPROVING CERTAIN DOCUMENTS AND ACTIONS IN CONNECTION WITH THE ISSUANCE OF THE BONDS.

WHEREAS, the City of Edgerton, Kansas (the "City"), is a municipal corporation organized and existing pursuant to the laws of the State of Kansas;

WHEREAS, on August 22, 2019, the City passed Ordinance No. 2021 establishing a Redevelopment District generally located along Homestead Lane and north of Interstate 35 in the City (the "Redevelopment District");

WHEREAS, on July 9, 2020, the City passed Ordinance No. 2041 which approved Project Plan A1 on an approximately 12-acre site on the east side of Homestead Lane within the Redevelopment District (the "Project Plan A1"). Project Plan A1 is described in the Disposition and Development Agreement dated September 1, 2020, as amended, between the City and My Store III Inc., a Kansas corporation (the "Project Plan A1 Development Agreement");

WHEREAS, on November 18, 2021, the City passed Ordinance No. 2099 which approved Project Plan B1 on an approximately 42-acre site at the southwest corner of Homestead Lane and 199th Street within the Redevelopment District (the "Project Plan B1"). Project Plan B1 is described in the Disposition and Development Agreement dated December 1, 2021, as amended, between the City and Woodstone Properties, LLC, a Missouri limited liability company (the "Project Plan B1 Development Agreement");

WHEREAS, on September 24, 2020, the City passed Ordinance No. 2048 (the "CID Ordinance") creating a community improvement district known as the On The Go Travel Plaza Community Improvement District (the "CID"), imposing a community improvement district sales tax in the amount of one percent (1.0%), for the purpose of financing certain public infrastructure improvements in, adjacent to, and for the benefit of the CID;

WHEREAS, Project Plan A1, Project Plan A2 and the CID Ordinance all describe a City project that consists of public infrastructure improvements to Homestead Lane within the Redevelopment District, including a new interchange (the "Project");

WHEREAS, K.S.A. 12-1774(a) authorizes the City to issue special obligation bonds to finance the undertaking of any redevelopment project, and to pledge the tax increments to the repayment of the special obligation bonds;

WHEREAS, K.S.A. 12-6a35(a) authorizes the City to issue special obligation bonds to finance any community improvement district project, and to pledge the community improvement district sales tax to the repayment of the special obligation bonds;

WHEREAS, the City has determined that it is in the best interest of the City to issue a maximum principal amount of $1,350,000 Special Obligation Tax Increment and CID Revenue Bonds (Homestead Lane Retail District), Series 2024 (the "Bonds");

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

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

Section 1. The Project. The Governing Body finds that Project Plan A1, Project Plan B1 and the CID Ordinance all describe a City project that consists of public infrastructure improvements to Homestead Lane within the Redevelopment District, including a new interchange (the "Project"). The City has incurred significant expense for the Project. The City desires to issue the Bonds to reimburse the City for the expense of the Project and to make funds available to continue the Project. The Governing Body has reviewed the Project Certificate (hereafter defined) and finds that the Project Certificate is accurate.

Section 2. Bond Authority. The issuance of the Bonds is authorized by and will be in compliance with both K.S.A. 12-1774(a) and K.S.A. 12-6a35(a). To the extent a single series of Bonds may not be combined under both of these sections, the Governing Body finds and determines that the Bonds are authorized pursuant to the City's home rule powers found in Article 12, Section 5 of the Kansas Constitution.

Section 3. Authorization of the Bonds. The City is hereby authorized to issue and sell the Bonds and use the proceeds to pay for or reimburse the costs of the Project, fund a debt service reserve fund, and to pay certain issuance costs related to the Bonds. The Bonds (i) shall be issued in a principal amount of not to exceed $1,350,000, (ii) shall bear interest at various coupon rates not to exceed 6.75%, (iii) shall have a final maturity not later than 2044, (iv) shall be sold in a public offering by Stifel, Nicolaus & Company, Incorporated (the "Underwriter"), and (v) shall be subject to optional prepayment at the option of the City no later than 2034 in whole or in part at any time at 100% of the principal amount thereof, plus interest accrued thereon to the prepayment date. The final terms of the Bonds shall be specified in the Indenture and the Purchase Agreement described herein upon the execution thereof, and the signatures of the Mayor when executing the City Documents (hereafter defined) shall constitute conclusive evidence of the Mayor's approval and the City's approval thereof.

The Bonds, together with interest thereon and premium, if any, are not general obligations of the City but are limited obligations payable solely from the trust estate pledged to the payment thereof under the Indenture and shall be a valid claim of the respective holders thereof only against the trust estate and other moneys held by the Trustee and the revenues so pledged as aforesaid. In no event shall the Bonds be payable out of any funds or properties other than those pledged or acquired under the Indenture (hereafter defined), and the Bonds shall not be deemed to constitute a debt or liability of the City, the State of Kansas, or of any political subdivision thereof and the issuance of the Bonds shall not, directly, indirectly or contingently. obligate the City, the State of Kansas or any political subdivision thereof to levy any form of taxation therefor or to budget or make any appropriation for their payment. Nothing in the Bonds, the Indenture, the proceedings of the City authorizing the Bonds or Kansas statutes shall be construed to be a debt or loan of credit of the City, the State or any political subdivision thereof within the meaning of any constitutional or statutory debt limitation or restriction.

Section 4. Authorization and Approval of Documents. The following documents (the "City Documents") are hereby approved in substantially the forms presented to and reviewed by the Governing Body of the City at this meeting (copies of which documents, upon execution thereof, shall be filed in the office of the City Clerk), and the City is hereby authorized to execute and deliver each such document with such changes therein as shall be approved by the officers of the City executing such documents, such officers' signatures thereon being conclusive evidence of their approval thereof:

(a) Trust Indenture dated as of August 1, 2024 (the "Indenture"), between the City and UMB Bank, N.A., as trustee (the "Trustee");

(b) Bond Purchase Agreement dated the date of execution thereof (the "Purchase Agreement"), between the City and the Underwriter;

(c) Continuing Disclosure Undertaking dated the date of execution thereof, delivered by the City for the benefit of the owners of the Bonds;

(d) Tax Compliance Agreement dated as of August 1, 2024 (the "Tax Agreement"), between the City and the Trustee, containing certain covenants and restrictions relating to the Bonds and the use of proceeds of the Bonds; and

(e) City's Certificate Regarding Homestead Lane Project Costs dated the date of execution thereof, to be delivered by the City (the "Project Certificate").

Section 5. Approval of Use of Official Statement. The City hereby approves the use of the Preliminary Official Statement, from which a final Official Statement shall be drafted (collectively, the "Official Statement"), in connection with the sale of the Bonds, in substantially the form presented to the City, with such changes therein as shall be necessary to provide for the execution of such document by the City, such officer's signature thereon being conclusive evidence of their approval and the City's approval thereof.

The Official Statement and the use and distribution thereof by the Underwriter is hereby approved. For the purpose of enabling the Underwriter to comply with the requirements of Rule 15c2-12(b)(I) of the Securities and Exchange Commission (the "Rule"), the Mayor is hereby authorized and directed to deem the Official Statement to be "final" as of its respective date, except for the omission of such information as is permitted by the Rule, and, if requested, to provide the Underwriter a letter or certification to such effect and to take such other actions or execute such other documents as the Mayor in his reasonable judgment deems necessary to enable the Underwriter to comply with the requirements of such Rule.

Section 6. Execution of Bonds and Documents. The Mayor is hereby authorized and directed to execute the Bonds and to deliver the Bonds to the Trustee for authentication for and on behalf of and as the act and deed of the City in the manner provided in the Indenture. The Mayor is hereby authorized and directed to execute the City Documents and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance, for and on behalf of and as the act and deed of the City. The City Clerk is hereby authorized and directed to attest to and affix the seal of the City to the Bonds, the City Documents and such other documents, certificates and instruments as may be necessary.

Section 7. Security for the Bonds. The City shall deposit the Revenues (as defined in the Indenture) into the Revenue Fund (as defined in the Indenture). The moneys and securities now or hereafter held in, and moneys and securities to be deposited in the Revenue Fund and all interest and earnings thereon and proceeds thereof are hereby pledged to secure the payment of the Bonds. The moneys in the Revenue Fund shall be administered and applied solely for the purposes and in the manner provided in this Ordinance and the Indenture. The Revenues shall be determined and collected in the manner provided by law and as provided in the Indenture.

Section 8. Tax Covenants. The City covenants and agrees that (a) it will comply with all applicable provisions of the Internal Revenue Code of 1986, as amended (the "Code"), including *Sections 103* and *141* through *150,* necessary to maintain the exclusion from federal gross income of the interest on the Bonds; and (b) it will not use or permit the use of any proceeds of the Bonds or any other funds of the City, nor take or permit any other action, or fail to take any action, which would adversely affect the exclusion from federal gross income of the interest on the Bonds. The City will also adopt such other ordinances or resolutions and take such other actions as may be necessary to comply with the Code and with other applicable future law, in order to ensure that the interest on the Bonds will remain excluded from federal gross income, to the extent any such actions can be taken by the City.

Section 9. CID Ordinance. Section 3(b) of the CID Ordinance is hereby amended to read as follows:

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

Section 10. Further Authority. The City shall, and the officers, employees and agents of the City are hereby authorized and directed to, take such action, expend such funds and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance and to carry out, comply with and perform the duties of the

City with respect to the Bonds and the City Documents, including, but not limited to, agreements with respect to the investment of funds held under the Indenture.

Section 11. Effective Date. This Ordinance shall take effect and be in force from and after its passage, approval and publication in summary form in the official City newspaper.

PASSED by the Governing Body of the City of Edgerton, Kansas, this 25th day of July, 2024.

_____
Donald Roberts, Mayor

[SEAL]

ATTEST:

_____
Alexandria Clower, City Clerk

Approved as to form:

_____
Scott W. Anderson, Bond Counsel

CITY'S CERTIFICATE REGARDING
HOMESTEAD LANE PROJECT COSTS

The City of Edgerton, Kansas (the "City") hereby certifies as follows:

1. MATTERS CONCERNING THE TIF, PROJECT PLANS AND CID

1.1. Redevelopment District. On August 22, 2019, the City passed Ordinance No. 2021 establishing a Redevelopment District generally located along Homestead Lane and north of Interstate 35 in the City (the "District") pursuant to the authority in K.S.A. 12-1770 *et seq*., as amended (the "TIF Act").

1.2 Project Plan A1. On July 9, 2020, the City passed Ordinance No. 2041 which approved Project Plan A1 ("Project Plan A1") on an approximately 12-acre site on the east side of Homestead Lane within the District (the "Redevelopment Project A1 Area"). Project Plan A1 is described in the Disposition and Development Agreement dated September 1, 2020, as amended, between the City and My Store III Inc., a Kansas corporation (the "Project Plan A1 Development Agreement").

1.3 Project Plan B1. On November 18, 2021, the City passed Ordinance No. 2099 which approved Project Plan B1 ("Project Plan B1") on an approximately 42-acre site at the southwest corner of Homestead Lane and 199th Street within the District (the "Redevelopment Project B1 Area"). Project Plan B1 is described in the Disposition and Development Agreement dated December 1, 2021, as amended, between the City and Woodstone Properties, LLC, a Missouri limited liability company.

1.4 The CID. On September 24, 2020, the City passed Ordinance No. 2048 (the "CID Ordinance") creating a community improvement district known as the On The Go Travel Plaza Community Improvement District (the "CID"), and imposing a community improvement district sales tax in the amount of one percent (1.0%) (the "CID Sales Tax") on retail sales within the boundaries of the CID, all pursuant to the Community Improvement District Act, K.S.A. 12-6a26 *et seq.*, as amended (the "CID Act").

2. PROJECT PLAN AND CID PROJECTS

2.1. Project Plan A1 City Project. Project Plan A1 describes a public project (the "Project Plan A1 Project" that consists of "certain public infrastructure improvements, adjacent to or substantially for the benefit of the District, including a new interchange and traffic signals." The costs of the Project Plan A1 Project are to be paid or reimbursed from the City's share of the TIF increment paid to the City pursuant to the TIF Act that is generated in the Redevelopment Project A1 Area (the "Project Plan A1 TIF Increment").

2.2. Project Plan B1 City Project. Project Plan B1 describes a public project (the "Project Plan B1 Project") that consists of "certain public infrastructure improvements, adjacent to or substantially for the benefit of the District, including improvements to 199th Street, and the construction and installation of publicly-owned infrastructure improvements which serve Logistics Park – Kansas City." The costs of the Project Plan B1 Project are to be paid or reimbursed from the City's share of the TIF increment paid to the City pursuant to the TIF Act that is generated in the Redevelopment Project B1 Area (the "Project Plan B1 TIF Increment").

2.3. CID Project. The CID Ordinance describes the project (the "CID Project") as "the construction of public infrastructure in, adjacent to or substantially for the benefit of, the private project located within the District, including, but not limited to, roads, storm sewer, sidewalks, trails, street lights, traffic signals, and sanitary sewer, along with ongoing operation and maintenance costs and any other items or uses authorized by" the community improvement district statutes. The costs of the CID Project are to be paid or reimbursed from the CID Sales Tax generated within the boundaries of the CID.

3. PROJECT AND PROJECT COSTS

3.1. Homestead Lane Improvements. On August 27, 2020, the City passed Ordinance No. 2045 designating Homestead Lane within the limits of the City as a main trafficway. On September 10, 2020, the City approved Resolution No. 09-10-20A authorizing the improvement of Homestead Lane (the "Project"). The City made various improvements to Homestead Lane and issued a final acceptance of the improvements on July 22, 2021 (the "Final Acceptance Date").

3.2 The Project. The Project is a subset of each of the Project Plan A1 Project, the Project Plan B1 Project and the CID Project. Each of the foregoing projects were intended to include the improvements the City made to Homestead Lane that are addressed in this certificate. The Project is both a "Redevelopment project" within the meaning of Section 12-1770(a)(r) of the TIF Act and a "Project" within the meaning of Section 12-6a27(m) of the CID Act.

3.3 Costs of Improvements. The City financed a portion of the costs of the Project on an interim basis with the issuance of General Obligation Temporary Notes, Series 2022-A (the "Temporary Notes"). The City has incurred the following costs for the Project:

(a) Construction of Homestead Lane and 200th Street Intersection for a total cost of $942,300.61 and street and sewer improvements to Homestead Lane for a total cost of $87,737.19, for a total construction cost of $1,030,037.19 ("Homestead Lane Construction Costs");

(b) Interest prior to the Final Acceptance Date of $4,138.28 ("Construction Interest"); and

(c) Interest after the Final Acceptance Date of $61,387.68 ("Financing Interest").

The total costs of the Project to date are $1,095,563.76

3.4. Eligible TIF Costs. The City certifies that:

(a) The Homestead Lane Construction Costs are "redevelopment project costs" within the meaning of Section 12-1770a(o) of the TIF Act; and

(b) The Construction Interest and the Financing Interest are "redevelopment project costs" within the meaning of Section 12-1770a(o)(Q) of the TIF Act.

3.5. Eligible CID Costs. The City certifies that:

(a) The Homestead Lane Construction Costs are a "Cost" within the meaning of Section 12-6a27 of the CID Act;

(b) The Construction Interest is interest accrued on borrowed money during the period of construction and is therefore a "Cost" within the meaning of Section 12-6a27 of the CID Act; and

(c) The Financing Interest is a cost authorized by K.S.A. 10-116a and is therefore a "Cost" within the meaning of Section 12-6a27 of the CID Act.

4. PRIOR COST CERTIFICATIONS AND REIMBURSEMENTS

4.1. Project Plan A1 Payments to Date. The City has used $132,982.57 of its revenues from Project Plan A1 to pay or reimburse itself for the following:

(a) $4,138.28 representing all of the Construction Interest;

(b) $61,387.68 representing all of the Financing Interest; and

(c) $67,456.61 for Homestead Lane Construction Costs.

4.2. Project Plan B1 Payments to Date. The City has used $64,919.27 of its revenues from Project Plan B1 to pay or reimburse itself for Homestead Lane Construction Costs.

4.3. CID Project Payments to Date. The City has used $76,871.20 of its revenues from the CID Sales Tax to pay or reimburse itself for Homestead Lane Construction Costs.

4.4. Remaining Project Costs. The City has been reimbursed for the Construction Interest and the Financing Interest. Homestead Lane Construction Costs in the amount of $820,790.72 (representing $1,030,037.80 of total costs less reimbursements of $67,456.61, $64,919.27 and $76,871.20) remain to be reimbursed.

5. THE SERIES 2024 BONDS

5.1. The Bonds. The City on this date has issued its $_____ Special Obligation Tax Increment and CID Revenue Bonds (Homestead Lane Retail District) Series 2024 (the "Bonds"). The proceeds of the Bonds are being used as follows:

(a) $974,713 to reimburse the City for Homestead Lane Construction Costs (the "Reimbursement Amount"), which is the amount currently outstanding under the Temporary Notes [_____ verify this];

(b) $_____ to fund a debt service reserve fund for the Bonds (the "Reserve Fund");

(c) $_____ to pay the costs of issuing the Bonds (the "Costs of Issuance").

The City agrees that it will use the Reimbursement Amount to pay the Temporary Notes in full on or before September 1 2024, which is the maturity date of the Temporary Notes.

5.2. Authorization of the Bonds. The Bonds are deemed to be both special obligation bonds issued pursuant to Section 12-1774 of the TIF Act and special obligation bonds issued pursuant to Section 12-6a35 of the CID Act. The Bonds may be repaid from either future TIF increment or the CID Sales Tax because:

(a) Homestead Lane Construction Costs are both an eligible TIF cost and an eligible CID cost;

(b) The Reserve Fund for the Bonds is a cost of financing the Project within the meaning of Section 12-1770a of the TIF Act and a "reserve fund" within the meaning of Section 12-6a27(f) of the CID Act; and

(c) The Costs of Issuance of the Bonds is a cost of financing the Project within the meaning of Section 12-1770a of the TIF Act and costs incurred for the issuance of bonds within the meaning of Section 12-6a27(f) of the CID Act.

5.3. Payment of Bonds and Future Certifications. The City has pledged its share of the Project Plan A1 TIF Increment, the Project Plan B1 TIF Increment and the CID Sales Tax to the payment of debt service on the Bonds. The City agrees that the City will continue to certify costs incurred in Project Plan A1, Project Plan B1 and the CID as future Project Plan A1 Tax Increment, Project Plan B1 Tax Increment and the CID Sales Tax are used to pay debt service on the Bonds. All future Project Plan A1 Tax increment, Project Plan B1 Tax Increment and CID Sales Tax used to pay debt service on the Bonds will be certified as either Homestead Lane Construction Costs or financing costs, which are eligible costs under both the TIF Act and the CID Act.

5.4. Purpose of Certificate. The purpose of this Certificate is to demonstrate that (a) the Bond proceeds can be used to reimburse the costs of Project Plan A1, Project Plan B1 and the CID project, and the payment of debt service on the Bonds can come from the Project Plan A1 TIF Increment, Project Plan B1 TIF Increment or the CID Sales Tax. The Bonds are deemed to be both special obligation bonds issued pursuant to Section 12-1774 of the TIF Act and special obligation bonds issued pursuant to Section 12-6a35(a) of the CID Act.

WITNESS our hands and the seal of the City this ___ day of August, 2024.

CITY OF EDGERTON, KANSAS

[SEAL]

By:_____
Donald Roberts
Mayor

ATTEST:

Alexandria Clower
City Clerk

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

City Council Action Item

Council Meeting Date: July 25, 2024

Department: Public Works

Agenda Item: Consider the Purchase of a Takeuchi TL12R2 Track Loader & Hydraulic Hammer Attachment, to be Purchased from Kirby Smith Machinery.

Background/Description of Item:

On July 7, 2022 staff presented the Vehicle and Equipment Replacement Program to City Council at the annual Budget Work Session. Part of this presentation staff made recommendations for funding the Vehicle & Equipment Current Program 2023-2027. Outlined in this recommendation was the purchase of a Compact Track Loader. On September 8, 2022, City Council approved this purchase as part 2023 Annual Budget (Current Program for Vehicle and Equipment: 2022-2023).

For the 2024 Calendar Year, the Public Works Department in conjunction with the Utilities Department have requested a new Compact Track Loader. This unit would replace the existing Skid Steer (Item #116), however; this unit will not be surplused. Instead it will be sold to the Utilities Department, and then the existing Skid Steer from Utilities (Item #235) will be surplused.

For the replacement of the existing Skid Loader, staff is requesting to transition to a Compact Track Loader. This transition request is based on the growing responsibilities of the department and the expanding of maintenance mediums. The functionality of a Skid Steer and Compact Track Loader are similar in the sense that both can lift, grade, dig, fill, etc. The separation between the two comes in the ability to do these functions on various surfaces and in various weather conditions. The Skid Steer is limited to working on hard surfaces where ground pressure is not an issue, while the design of the Compact Track Loader reduces ground pressure so it can operate efficiently on most surface types and in most weather conditions. Some of the main areas in which the Compact Track Loader will help streamline our maintenance activities is the removal of snow from our Downtown District, working in the parks and playground areas, and improving our asphalt milling capability.

In addition to being able to operate on most working surfaces, the Compact Track Loader is more stable and provides added traction. This added stability and traction is key for navigating inclines, slopes, grading material, plowing, as well as loading and unloading materials. The stability and traction are improved by the lower center of gravity and the increased ground contact of the tracks. Another benefit of these units is the increased counterbalance with the

lower center of gravity, this allows for increased lifting capacity, bucket digging and breakout force.

Switching to a Compact Track Loader allows the department to complete more maintenance activities, especially working within the city parks and green spaces. The significant reduction in ground pressure ensures minimal rutting and damage to turf areas, ballfields (both outfields and infields), playground surface areas, and other landscaped locations. Over the last several years the advancement on track design and makeup has reached a point where the lifespan of tracks, in our application, will outlast approximately two sets of tires, this is based on data provided by manufacturers and our vehicle and equipment maintenance process.

Compact Track Loader Specification:
Operating Weight: 10,900 lbs. to 11,900 lbs.
Operational Capacity: 3,100 lbs. to 3,400 lbs.
Tipping Load: 8,800 lbs. to 9,500 lbs.
Horsepower: 91 to 100
Hydraulic Horsepower: 42 to 47 (Std.) W/ Optional: 65 to 76 (HF)
Dump Height: 95" to 106"
Lift Geometry: Vertical
5 Year Machine Warranty

The Vehicle and Equipment Policy requires the preparation of the specifications for the replacement of equipment with an effort for those to be as "standard" as possible to provide economical and efficient repairs. It also requires that the city first use cooperative purchasing partnerships. Staff used Sourcewell Cooperative Purchasing, formerly the National Joint Powers Alliance (NJPA) to access competitively solicited bids. From Sourcewell, six local distributors/dealers were solicited for bids, with only four distributors/dealers submitting bids. From this process there is one unit that did not meet specifications/minimum requirements outlined in the RFP.

The budget allocation for this equipment purchase is $85,000, bids were submitted by vendors with the lowest bid still above the budgeted allocation. Additionally, this bidding process included a hydraulic hammer attachment. The total bid for the track loader and the associated hydraulic hammer/breaker attachment ranged from $106,619 - $120,525.

2024 Budget Request

$85,000 – Compact Track Loader
$17,000 – Hydraulic Hammer/Breaker Attachment
$102,000 – Total Budget Allocation for both items

Lowest Most Qualified Bid Received
$86,175 – Takeuchi TL12R Compact Track Loader
$9,134.40 – 5 Year / 5000 Hour Full Machine Warranty
$11,310 – Indeco HP 800 FS Breaker
$106,619.40 – Total Purchase Price

$(4,619.40) – Unbudgeted Overage.

Staff recommends the purchase of the lowest and best bid, a Takeuchi TL12R2 Track Loader, and the associated Hydraulic Hammer/Breaker at a purchase price not to exceed $106,619.40. Additionally staff recommends that the difference in budget dollars ($4,619.40) be provided from operations (Equipment line and Street Maintenance Supplies). This unit will be purchased through the Sourcewell Cooperative Purchasing, through Kirby-Smith Machinery. Enclosed are the competitive bid tabs from each of the bidding vendors that met the requirements outlined in the RFP, as well as copy of the bids/quotes from each of the manufacturers.

Related Ordinance(s) or Statue(s):

Funding Source: Vehicle & Equipment Fund

Budget Allocated: $85,000 for Compact Track Loader, $17,000 for Hydraulic Hammer Attachment Total: $102,000

x Karen E. Kindle

Finance Director Approval: Karen Kindle, Finance Director

Recommendation: Approve the Purchase of a Compact Track Loader & Hydraulic Hammer Attachment, to be Purchased from Kirby-Smith Machinery, in an amount not to exceed $106,619.40.

Enclosed: Compact Track Loader Bid
Compact Track Loader Requisition

Prepared by: Dan Merkh, Public Works Director

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Requisition Form

Item requested: **Equipment** Date: **10.20.2023**

Describe need for requested item:

For the 2024 Calendar Year, the Public Works Department in conjunction with the Utilities Department have requested a new Compact Track Loader. This unit would replace the existing Skid Steer, however; this unit will not be surplus and be transferred to the Utilities Department. For this new purchase the staff is requesting to transition away from a standard Skid Steer to a Compact Track Loader.

This transition request is based on the growing responsibilities of the department and the expanding of maintenance mediums. The functionality of a Skid Steer and Compact Track Loader are similar in the sense that both can lift, grade, dig, fill, etc. The separation between the two comes in the ability to do these functions on various surfaces and in various weather conditions. The Skid Steer is limited to working on hard surfaces where ground pressure is not an issue, while the design of the Compact Track Loader reduces ground pressure so it can operate efficiently on most surface types and in most weather conditions. Some of the main areas that the Compact Track Loader will help streamline our maintenance activities is the removal of snow from our Downtown District, working in the parks and playground areas, and improving our asphalt milling capability.

Describe bid process and attach documentation:

Staff used Sourcewell Cooperative Purchasing formerly the National Joint Powers Alliance (NJPA) to access competitively solicited bids. the RFP. 6 RFPs were send out to 6 different Distributors/dealers. In total staff received 4 bids, 1 dealer did not meet the standards of the RFP. Then there was Kirby smith, Murphy tractor and VLP . Apart of the compact track loader purchase, we are also asking for purchase of a hydraulic hammer and a 5 Year Warranty.

NAME / DESCRIPTION	UNIT COST	TOTAL COST	RECOMMEND	NOTES
Murphy tractor - john	$ 104,769.0	$ 115,107.8	☐	Breaker - 10,00.00
Kirby smith -	$ 95,309.40	$ 106,619.4	☑	Breaker - 11,310.00
VLP - Case	$ 96,705.17	$ 107,705.1	☐	Breaker - 11,000
Coleman - Kubota	$	$	☐	Did not meet the requirements outlined in the RFP
	$	$	☐	

Requested by: _____ Date: 10.20.2023

Account Number: _____ Budget Available: ☐ _____

Department Head Approval: _____ Date: 10.20.2023

City Administrator Approval ($15,000): _____ Date: 10.20.2023

City Council Approval (> $15,000): _____ Date: 10.20.2023

vs. 01.07.20

Quote Id: 28141601

Prepared For:



Prepared By: **WILL ARENS**

Murphy Tractor & Equipment
15854 S Us 169 Hwy
Olathe, KS 66062

Tel: 913-298-7373
Mobile Phone: 816-507-6671
Email: warens@murphytractor.com

Date: 30 January 2023

Offer Expires: 31 October 2023

Quote Id: 28141601

30 January 2023

We are pleased to quote you 1 new John Deere 333G per Sourcewell contract #032119-JDC. Specified per City of Edgerton to include published and unpublished options.

WILL ARENS
913-298-7373
Murphy Tractor & Equipment

JOHN DEERE

MURPHY TRACTOR & EQUIPMENT CO.

Quote Summary

Prepared For:

Prepared By:

WILL ARENS
Murphy Tractor & Equipment
15854 S Us 169 Hwy
Olathe, KS 66062
Phone: 913-298-7373
Mobile: 816-507-6671
warens@murphytractor.com

Quote Id:	28141601
Created On:	30 January 2023
Last Modified On:	13 October 2023
Expiration Date:	31 October 2023

Equipment Summary	Selling Price		Qty		Extended
2023 JOHN DEERE 333G COMPACT TRACK LOADER	$ 91,419.00	X	1	=	$ 91,419.00
John Deere Extended Warranty-COMPREHENSIVE EXTENEDED WARRANTY FOR 5 YEARS AND 5000 HOURS	$ 13,350.00	X	1	=	$ 13,350.00
Sub Total					**$ 104,769.00**
2023 FURUKAWA FX55a FSP-SS, SKS, CHISEL - X55-12683	$ 10,338.80	X	1	=	$ 10,338.80
Equipment Total					**$ 115,107.80**

Quote Summary	
Equipment Total	$ 115,107.80
SubTotal	$ 115,107.80
Total	$ 115,107.80
Balance Due	**$ 115,107.80**

Salesperson : X _____

Accepted By : X _____

JOHN DEERE

Selling Equipment

MURPHY TRACTOR & EQUIPMENT CO.

Quote Id: 28141601

2023 JOHN DEERE 333G COMPACT TRACK LOADER

Hours: 0
Stock Number:

Code	Description	Qty
0BF2T	CAB, 18" TRACKS, HF HYD, EH, PP, TIER2	1
	Standard Options - Per Unit	
0BF2T170K	JDLINK	1
0BF2T0770	2SP HIFL SLEV RC CB/AC PQT	1
0BF2T0953	ISO SWITCHABLE CTLS & JS PPK	1
0BF2T1501	ENGLISH OP MAN & DECALS	1
0BF2T2650	WIDE ZIG-ZAG MULTI BAR TRKS	1
0BF2T4001	2" SEAT BELT W/SHOULDERSTRAP	1
0BF2T6006	AIR RIDE SEAT (CLOTH W HEAT)	1
0BF2T8042	REAR VIEW CAMERA	1
0BF2T8050	COLD START PACKAGE 110 VOLT	1
0BF2T8060	PRE CLEANER	1
0BF2T8370	LOUVER REAR GRILLE, HVY DUTY	1
0BF2T8380	FOOTREST WITH FLOORMAT	1
0BF2T9342	84" CONSTR BKT W SERRATED ED	1
	Service Agreements	
	John Deere Extended Warranty - COMPREHENSIVE EXTENEDED WARRANTY FOR 5 YEARS AND 5000 HOURS	

2023 FURUKAWA FX55a FSP-SS, SKS, CHISEL - X55-12683

Equipment Notes:
Hours: 0
Stock Number: 229959

Code	Description	Qty
FX55	2023 FURUKAWA FX55a FSP-SS, SKS, CHISEL	1

JOHN DEERE Extended Warranty

Extended Warranty Proposal

2023 JOHN DEERE 333G COMPACT TRACK LOADER

Date : October 13, 2023

Machine/Use Information		**Plan Description**	**Price**	
Manufacturer	JOHN DEERE	Application	Deductible	
Equipment Type	333G COMPACT TRACK LOADER	Coverage	List	$ 13,350.00
Model	333G COMPACT TRACK LOADER	Total Months		
Country	US	Total Hours		

Extended Warranty is available only through authorized John Deere Dealers for John Deere Products,and may be purchased at any time before the product's Standard Warranty,or Extended Warranty expires.

Extended Warranty Proposal Prepared for:

Customer Name - Please Print

Customer Signature

I have been offered this extended warranty and

☑ I ACCEPT the Extended Warranty

☐ I DECLINE the Extended Warranty

If declined, I fully understand that any equipment listed above is not covered for customer expenses due to component failures beyond the original basic warranty period provided by John Deere.

Note : This is **not** a contract. For specific Extended Warranty coverage terms and conditions, please refer to the actual Extended Warranty contract for more information and the terms, conditions and limitations of the agreement.

What Extended Warranty is :

The Extended Warranty Program is for the reimbursement on parts and labor for covered components that fail due to faulty material or original workmanship that occur beyond the John Deere Basic Warranty coverage period. The agreement is between Deere & Company and the owners of select John Deere Construction and Forestry equipment, who purchase the Extended Warranty Plans for the desired coverage as indicated in this proposal.

What Extended Warranty is not :

Extended Warranty is not insurance. It also does not cover routine maintainance or high wear items,or insurance-related risks/perils such as collision, overturn, vandalism, wind, fire, hail, etc. It does not cover loss of income during or after an equipment failure. See the actual product-specific Extended Warranty agreement for a complete listing of covered components, and limitations and conditions under the program.

Features/Benefits:

- Extended Warranty includes the following features and benefits under the program :
- Pays for parts and labor costs incurred on failed covered components (less any applicable deductibles),
- Does not require pre-approval before repairs are made by the authorized John Deere dealership,
- Payments are reimbursed directly to the dealership with no prepayment required by the contract holder.

4/3/2024

Chase Forrester
CITY OF EDGERTON
P O Box 255
Edgerton, KS 66021

Dear Chase Forrester:

We are pleased to quote the following for your consideration:
TAKEUCHI TL12R2 High Flow 2024 model w/ 0 hours, Unit # N.I.S., S/N Factory Order.
The following Factory and Dealer Options are included in the package:

- **TAKEUCHI TL12R2 High Flow**

The following Attachments are included:

- **BUCKET (84" SMOOTH W/ BOCE /HIGH CAPACITY)(HD DIRT)**

Warranty Details:

- Takeuchi Factory Warranty Months 24 - Hours 2000

Sales Price: **$86,175.00**

Sub Total: **$86,175.00**

Total Price: **$86,175.00**
Subject to all applicable taxes. If taxes listed above, Total Price is Sales plus applicable taxes

We believe the equipment as quoted will exceed your expectations. The current lead time is 6 months based upon a first-come first-serve basis. Equipment reservations are made with a signed sales order. On behalf of Kirby-Smith Machinery, Inc., thank you for the opportunity to quote you this package.

Sincerely,

Joel Thomason
Governmental & Paving Sales Representative
Kirby-Smith Machinery, Inc.
Phone: 913-850-6300
Cell: 816-610-9796
Email: jthomason@kirby-smith.com

STANDARD EQUIPMENT

- Active power control power management system
- Front & rear LED working lights
- Level 2 ROPS / FOPS operator protection
- Multi function color monitor
- Selectable working modes
- TFM hardware standard equipment, service included through the standard warranty period
- Radial boom design
- Tilt-up operators compartment
- Electronic dial type throttle and foot throttle
- Back-up alarm
- Top and rear windows
- Automatic fuel bleed system
- Pilot operated joystick controls
- Universal quick attach mounting bracket
- Deluxe high back suspension seat with retractable seatbelt
- One and two way auxiliary hydraulics
- Electronic engine monitoring system
- Electrohydraulic push button controls of auxiliary hydraulic circuit
- Proportional thumb wheel control auxiliary hydraulics with detent function
- Hydraulic self-leveling bucket
- Flat face, pressure relieving Hydraulic Couplers
- Standard 14-pin connector with push botton control
- Dual element air cleaner
- Push button boom float with detent

Secondary Bid Items:

- INDECO HP 800 FS Breaker: $11,310.00
- 5 Year / 5000 Hour Full Machine Warranty: $9,134.40
- 5 Year SLA Service Agreement: $22,000.00

VLP AN EQUIPMENTSHARE COMPANY

4100 Gardner Ave
Kansas City MO 64120
Office: 816-241-9290

Presented To:

Company: City of Edgerton
Address: 710 E Nelson St
City, St. Zip Edgerton, KS, 66021
Contact: **Chase Forrester**
Proposal Date: **3-Apr-2024**

Proposed By: JOSH HUDSON
Phone: 913-292-4077
Email: cforrester@edgertonks.org

We are pleased to offer the following equipment for your consideration:

Qty.	Equipment Description	Asset #/Serial#	Price
1	New Case TV450B Tier 4 Final CTL		
	Full Cab w/Heat & A/C, LCD Display, Rear View Camera,		
	Air Suspension Heaterd Seat, E-H Controls, 2-Speed w/Creep Mode		
	Bluetooth, Fully Adjustable Control & Operator Settings,		
	Keyless Ignition, High Flow Hydraulics, Hydraulic Coupler		
	Heavy Duty Hydraulic Oil Cooler, Block Heater, Keyless Ignition		
	Heavy Duty Light Case, Heavy Duty Rear Door, Counterweight Kit,		
	Demo Front Door, 84" Tooth Bucket & Smooth Bucket		
	Case Factory Warranty 2yr/2000hr		
	Sourcewell Price		*$98,514.12*
	***price includes freight, set-up, delivery & operator training		
	VLP/Case Governmental Pricing		*$92,222.22*
	***price includes freight, set-up, delivery & operator training		
	VLP/Case Governmental Pricing with 5yr/2000hr ext warranty		*$96,705.17*
	***price includes freight, set-up, delivery & operator training		
	****please see additional sheet for lease and pricing break down		

FINANCE OR CASH DEAL : _____

Machine Totals

Pricing of Machine, Delivery, Included Options, and Operator Familiarization to:

Proposal is valid for thirty (30) days, subject to credit approval and availability. Pricing does not reflect any applicable taxes.

Proposal Notes:

NOTES about this sale -

City of Edgerton 4/3/24
Lease Options & Pricing Breakdown

TV450B CTL Lease Options

1. 5yr/1500hr lease machine only

$14,126 - Annual Payment
$44,590 - End of Lease Purchase Option

2. 5yr/2000hr lease machine only

$14,289 - Annual Payment
$43,577 - End of Lease Purchase Option

3. 5yr/1500hr lease machine & Extended Warranty (Premiere)

$15,156 - Annual Payment
$44,590 - End of Lease Purchase Option

4. 5yr/2000hr lease machine & Extended Warranty (Premiere)

$15,319 - Annual Payment
$43,577 - End of Lease Purchase Option

Options Price Breakdown

1. Epiroc EC70T Hydraulic Breaker w/Chisel Paste and Combination Mount for CTL and Mini Excavator - $11,000
2. 84" Tooth Bucket - $2,900
3. 84" Smooth Bucket - $2,369
4. Extended Warranty Premier - $3,086
5. Extended Warranty w/Travel Premier - $4,483
6. Extended Warranty Powertrain & Hydraulic - $2,000
7. Extended Warranty w/Travel Powertrain & Hydraulic - $2,927
8. Extended Warranty Powertrain - $932
9. Extended Warranty w/Travel Powertrain - $1,643
10. Preventative Maintenance in shop - $6,200
11. Preventative Maintenance mobile - $11,900

EDGERTON
global routes. local roots.

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

City Council Action Item

Council Meeting Date: July 25, 2024

Department: Utilities

Agenda Item: Consider Amendment #1 to Agreement with Tetra Tech for 2024 CDBG – 2nd and Hulett Sanitary Sewer Rehabilitation Project

Background/Description of Item:
On May 25, 2023 City Council approved the submission of an application to Johnson County for the 2nd and Hulett Sanitary Sewer Project for Community Development Block Grant (CDBG) funding. City Staff was informed the project was awarded $91,511.63 through the CDBG program.

On April 25, 2024, City Council approved the contract with Tetra Tech for the design of the project. City Staff is working with Tetra Tech as they complete design plans, and we anticipate bidding the project for construction in August/September.

In past CDBG projects it has been useful to continue the contract with the design engineer into the construction phase. This amendment would add construction management services to the Tetra Tech agreement. These services would include contractor coordination, review of as-builts and construction CCTV, complete a final inspection, etc. Further details on the services provided during the construction phase are outlined in the attached document. In addition, the method of design proposed by Tetra Tech includes finalizing design and recommendations based on the CCTV inspection footage provided by the contractor at the beginning of construction.

City Staff recommends approving the contract amendment pending City Attorney approval. The amendment attached would revise the contract with Tetra Tech to include the construction phase scope for an additional $16,000. This increase is within the project budget.

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

Funding Source: Sewer Fund: $53,500.00
CDBG: $91,511.63

Budget Allocated: $145,011.63

Finance Director Approval:

x Karen E. Kindle

Karen Kindle, Finance Director

Recommendation: Approve Amendment #1 to Agreement with Tetra Tech for 2024 CDBG – 2nd and Hulett Sanitary Sewer Rehabilitation Project in the Amount of $16,000.00, Pending Approval From City Attorney and Authorizing The Mayor to Execute the Agreement

Enclosed: Amendment #1 Supporting Documents

Prepared by: Holly Robertson, PE, CIP Project Manager
Dan Merkh, Public Works Director

TETRA TECH

June 27, 2023

City of Edgerton, KS Public Works
Attn: Holly Robertson
404 East Nelson
Edgerton, KS 66021

Re: 2024 CDBG – 2nd and Hulett Sanitary Sewer Reconstruction – Construction Phase Services Amendment

Dear Ms. Robertson,

This letter is regarding *2024 CDBG – 2nd and Hulett Sanitary Sewer Reconstruction*. Tetra Tech was previously under contract with the City of Edgerton to provide design phase services and is requesting an amendment to provide construction management services for the project.

Construction is planned for the referenced project to begin in September 2024. Tetra Tech has provided a scope of services (see Attachment A) including project administration, construction schedule review, pay application review, review of requests for information, assisting with work change directives and change orders, reviewing post construction CCTV, tracking construction progress, attending progress meetings and completing final walk throughs. The proposed amendment also includes a fee for compiling record drawings to reflect final work completed as part of the construction. The total fee for construction phase services is $16,000.

Attachment B is a breakdown of the labor hours for each task which was used to determine our fee. Tetra Tech appreciates the opportunity to assist you with this project and we look forward to continuing our services through the construction phase. If you have any questions regarding this amendment request, please contact me at (816) 412-1758 or via email at bridget.harper@tetratech.com.

APPROVAL RECOMMENDED

Bridget Harper 6/27/2024
Consultant Project Manager Date

City Project Manager Date

CITY APPROVAL

City's Representative Date

☒ Attachments

Tetra Tech, Inc.
415 Oak Street, Kansas City, MO 64106
Tel 816.412.1741 Fax 816.410.1748 tetratech.com

Attachment A – Scope of Services

Task 7.0 Construction Phase Project Management

7.1 Project Administration

The ENGINEER shall coordinate the overall work of the project to include all field inspections, engineering analysis, and design; and oversee the work of all subconsultants engaged in such activities. Provide administration of subconsultant agreements and subconsultant work including deliverables, subcontractor invoicing, and schedule maintenance. The ENGINEER shall provide monthly progress reports that will show the percent completion of each task, overall project percent completion, time expended, and budget expended.

Task 8.0 Construction Administration

The CITY's project manager will act as the primary point of contact with the CONTRACTOR. Verbal communication with the CONTRACTOR, if needed, shall be as authorized by the CITY's project manager. All contractual written communication regarding scope, schedule and costs with the CONTRACTOR will be authorized by the CITY's project manager. Other project and field related written communications, such as RFI's, Shop Drawings, etc. can be submitted between the CONTRACTOR and ENGINEER and all written communication of any kind shall be copied to the CITY's project manager. All major project decisions related to potential design modification, construction schedule extensions, and contract price adjustments must be approved in writing by the CITY.

8.1 Contractor's Schedules

1. ENGINEER shall review and provide comments to CITY on CONTRACTOR' schedule of values and advise CITY as to acceptability.
2. ENGINEER shall receive and review the CONTRACTOR' initial schedule of estimated monthly payments and advise CITY as to its acceptability.
3. ENGINEER shall receive and review the CONTRACTOR' initial schedule of shop drawing submissions and advise CITY as to its acceptability.
4. ENGINEER shall receive, review and comment on the CONTRACTOR'S base line and monthly construction schedules. ENGINEER's review shall be for general conformity to the requirements for scheduling requirements defined in the Construction Contract Documents, to determine if the CONTRACTOR'S construction schedule, activity sequence and construction procedures include construction sequencing and any special conditions such as applicable for CITY to keep existing facilities in operation as specified in the Construction Contract documents. ENGINEER shall summarize the review comments related to each schedule submittal and submit them to the CITY for consideration, input and acceptance. Review comments acceptable to the CITY shall be transmitted to CONTRACTOR.

8.2 Submittals

ENGINEER shall receive, review, and approve submittals and data submitted by the CONTRACTOR as required by the Construction Contract Documents. CITY shall approve all product materials which are different than the materials shown in the Construction Contract Documents prior to sending approved submittals to the CONTRACTOR. ENGINEER's review and approval shall be to determine if the items covered by the submittals will, after installation or incorporation into the work, conform to the information given in the Construction Contract Documents and be compatible with the design concept of the completed project as a functioning whole as indicated by the Construction Contract documents.

1. ENGINEER will respond to submittals within fourteen (14) consecutive calendar days for final approval.
2. Upon completion of its review of each submittal, the ENGINEER will retain one (1) copy for its records.

3. To establish the basis for ENGINEER's compensation, up to 16 submittals, including re-submittals, are budgeted to be reviewed as part of the Scope of Services. Reviews of submittals shall be limited to the review of the first initial submittal and one re-submittal, if required, for each specification section.

8.3 Payment Requisitions

ENGINEER shall review the Application for Payment and accompanying supporting documentation for compliance with Construction Contract Documents and CITY's established procedures. Review shall include cross-checking receipt of required test or post-installation documentation that is required prior to payment. ENGINEER shall review the Application for Payment noting particularly the relation to the Schedule of Values, work completed, and materials and equipment delivered at the site but not incorporated in the work.

ENGINEER shall review the Final Application for Payment submitted by CONTRACTOR and accompanying documentation as required by the Construction Contract Documents and provide comments to the CITY.

8.4 Interpretations of Contract Documents

ENGINEER shall issue with reasonable promptness written clarifications or interpretations (which may be in the form of Drawings) of the requirements of the Construction Contract Drawings and Specifications. Interpretation of documents prepared by the CITY shall be performed by the ENGINEER in coordination with CITY project manager. ENGINEER's interpretations, proposed responses to RFIs, and clarifications shall be provided to the CITY for review and distribution of final version by the CITY to the CONTRACTOR, ENGINEER and RPR.

8.5 Assist in Evaluation WCDs and COs

ENGINEER shall assist CITY in developing and evaluating work change directives and change order requests submitted by the CONTRACTOR or initiated by ENGINEER's issuance of request for proposal. ENGINEER shall evaluate the construction cost and schedule impact of each change order and/or work change directive request. ENGINEER shall assist with determining a fair price for the work and evaluating the potential impact of each work change directive or change order request on the CONTRACTOR's construction schedule. ENGINEER shall review change order and work change directive requests and cost proposals prepared by the CONTRACTOR for the contemplated work. ENGINEER shall prepare a written recommendation stating the reason for each change order and work change directive request and recommended action by CITY. ENGINEER shall assist CITY with negotiation of change order and work change directive requests with CONTRACTOR prior to CONTRACTOR's start of work defined in each change order and work change directive request. If the CITY determines that CONTRACTOR must competitively bid certain subcontractor work covered under a change order and work change directive request, ENGINEER shall review bids of the CONTRACTOR and provide a written recommendation of those bids to the CITY. To establish basis for ENGINEER's compensation, up to two (2) change order or work change directive requests are budgeted to be evaluated and prepared per construction contract. CITY shall execute all work change directives and change orders covering changes in the work, changes in the contract price or contract times for work defined in change order and work change directive requests and agreed upon by CITY and CONTRACTOR.

8.6 Post-Construction CCTV Review

ENGINEER shall review up to 4,000 linear feet of the Contractor's final completion post-lateral rehabilitation CCTV submittal package prior to achievement of full operation, including all lateral post-rehabilitation CCTV records, as submitted by the CONTRACTOR at the end of the project for final acceptance. ENGINEER shall provide a summary of the condition of the CCTV inspected assets and any defects recorded.

8.7 Progress Meetings

ENGINEER shall attend the preconstruction conference and up to 4 virtual monthly progress meetings with CITY and CONTRACTOR when necessary, to review and discuss construction procedures and progress scheduling, construction administration procedures and other matters concerning the project. ENGINEER shall be required to distribute

agendas in advance of the meeting, keep notes of the meeting, and distribute notes for comment prior to issuing final meeting notes to all parties in attendance.

8.8 Work Tracker Updates

ENGINEER will review weekly progress with CONTRACTOR and update the construction work tracking spreadsheet. Any changes resulting from RFIs, WCDs and COs will also be updated in the work tracker to facilitate pay application review.

8.9 Substantial Achievement of Full Operation Review and Final Completion Inspection

Achievement of Full Operation: Before ENGINEER reviews CONTRACTOR's progress towards Achievement of Full Operation, and after CONTRACTOR certifies project is ready for Achievement of Full Operation, CITY'S RPR shall provide the ENGINEER with an opinion as to the project's readiness. ENGINEER shall conduct review of Achievement of Full Operation in the company of the CITY and CONTRACTOR. ENGINEER shall prepare a punch list of items to be completed or corrected by the CONTRACTOR. The punch list shall be submitted to the CITY for review and approval prior to distribution by the CITY.

Final Completion: ENGINEER shall conduct Final Completion inspection in the company of the CITY and CONTRACTOR. ENGINEER shall verify that all items on punch list have been completed or corrected and make recommendations to the CITY concerning final acceptance. ENGINEER shall provide CITY a listing of assets to be inspected by the CITY during the warranty period.

8.10 Construction Record Drawings

Upon Achievement of Full Operation and the CONTRACTOR's submittal of record drawing markups, ENGINEER shall prepare a set of construction record drawings showing record information based on the drawings and other record documents furnished by the CONTRACTOR and the CITY's RPR that show changes to original drawings made during construction. ENGINEER is not responsible for any errors or omission in the information from others that is incorporated into the record drawings. ENGINEER shall provide one full size copy, and electronic versions in PDF and AutoCAD in accordance with the City's electronic requirements.

Compensation:

Tetra Tech's compensation for performing the basic scope of services will be paid on a lump sum basis according to the following tasks:

Task No./Description	Task Fee
Task 7.0 Construction Phase Project Management	$1,000
Task 8.0 Construction Administration	$15,000
Total	**$16,000**

A breakdown of hours by task is provided in Attachment B.

Labor Plan

Revision Date:
Jun 27, 2024

2024 CDBG – 2nd and Hulett Sanitary Sewer Reconstruction - CPS

Construction Phase Services for Sewer and Manhole Rehabilitation

Client: City of Edgerton

Contract Type: Fixed Price

Labor Plan
4 Resource

Project Phases / Tasks	Schedule From	Schedule Thru	Schedule Months	Work Days Off	Work Days	Total Labor Hrs	Project Manager (Bridget Harper)	Lead Engineer (Zach Matteo)	Project Engineer (Sarah Miles)	CAD Designer (Austin Warren)
						Proj Area >				
						Labor Pool >				
						108	14	22	68	4
7.0 Construction Phase PM						**4**	**4**	**-**	**-**	**-**
7.1 Project Administration	08/01/24	12/31/24	4.9	11	98	4	4			
8.0 Construction Administration	**08/01/24**	**12/31/24**	**4.9**	**11**	**98**	**104**	**10**	**22**	**68**	**4**
8.1 Contractor's Schedule	08/01/24	12/31/24	4.9	11	98	4		2	2	
8.2 Submittals (up to 16)	08/01/24	12/31/24	4.9	11	98	20		4	16	
8.3 Payment Requisitions	08/01/24	12/31/24	4.9	11	98	6		2	4	
8.4 Interpretations of Contract Documents	08/01/24	12/31/24	4.9	11	98	9	1	4	4	
8.5 Assist in Evaluation of WCDs and Cos	08/01/24	12/31/24	4.9	11	98	3	1		2	
8.6 Post Construction CCTV Review	08/01/24	12/31/24	4.9	11	98	7	1		6	
8.7 Progress Meetings	08/01/24	12/31/24	4.9	11	98	12	4	4	4	
8.8 Work Tracker Updates	08/01/24	12/31/24	4.9	11	98	18		2	16	
8.9 Substantial Achievement of Full Operation Review and Final Co	08/01/24	12/31/24	4.9	11	98	10	2	2	6	
8.10 Construction Record Drawings	08/01/24	12/31/24	4.9	11	98	15	1	2	8	4
Totals	**08/01/24**	**12/31/24**	**4.9**			**108**	**14**	**22**	**68**	**4**

City of Edgerton - 2nd Quarter 2024 Report
General Fund (Unaudited)

	YTD Actual	2024 Budget	% Used	Remaining
Revenues:				
Ad Valorem Tax	$ 2,382,685	$ 2,400,134	99.3%	$ (17,449)
City TIF Increment	$ (51,014)	$ (50,698)	100.6%	$ (316)
Delinquent Tax	$ 8,202	$ -	n/a	$ 8,202
Motor Vehicle Tax	$ 25,176	$ 46,871	53.7%	$ (21,695)
Recreational Vehicle Tax	$ 561	$ 1,000	56.1%	$ (439)
16/20M Vehicle Tax	$ 142	$ 323	44.1%	$ (181)
Local Alcoholic Liquor Tax	$ 5,460	$ 8,500	64.2%	$ (3,040)
Local Comp Use Tax	$ 170,126	$ 305,000	55.8%	$ (134,874)
County Use Tax	$ 68,074	$ 155,000	43.9%	$ (86,926)
Local Sales Tax	$ 296,811	$ 610,000	48.7%	$ (313,189)
County Sales Tax	$ 190,613	$ 408,000	46.7%	$ (217,387)
Franchise Tax	$ 122,125	$ 235,000	52.0%	$ (112,875)
Licenses & Permits	$ 37,212	$ 414,850	9.0%	$ (377,638)
Charges for Services	$ 37,457	$ 85,470	43.8%	$ (48,013)
Fines & Forfeitures	$ 72,956	$ 80,000	91.2%	$ (7,044)
Miscellaneous	$ 8,881	$ -	n/a	$ 8,881
Investment Income	$ 22,557	$ 15,000	150.4%	$ 7,557
Total Revenue	$ 3,398,023	$ 4,714,450	72.1%	$ (1,316,427)
Expenditures:				
General Government	$ 558,440	$ 1,221,435	45.7%	$ 662,995
Law Enforcement	$ 46,613	$ 621,068	7.5%	$ 574,455
Public Works	$ 308,028	$ 754,458	40.8%	$ 446,429
Parks	$ 198,205	$ 372,387	53.2%	$ 174,182
Facilities	$ 53,173	$ 135,908	39.1%	$ 82,735
Fleet Maintenance	$ 25,431	$ 67,050	37.9%	$ 41,619
Community Development	$ 172,596	$ 495,394	34.8%	$ 322,799
Economic Development	$ 133,826	$ 580,900	23.0%	$ 447,074
Information Technology	$ 70,970	$ 102,035	69.6%	$ 31,065
Employee Benefits	$ 284,009	$ 630,401	45.1%	$ 346,393
Total Expenditures	$ 1,851,290	$ 4,981,037	37.2%	$ 3,129,746
Sources Over(Under) Expenditures:	**$ 1,546,733**	**$ (266,587)**		
Other Financing Sources & Uses				
Transfers from Other Funds:				
Transfer from Capital Projects Fund	$ -	$ -	n/a	$ -
Transfer from TIF Funds-City TIF Fee	$ 281	$ 1,107	25.4%	$ 826
Transfers to Other Funds:				
Transfer to Equipment Reserve Fund-General	$ -	$ (125,000)	0.0%	$ (125,000)
Transfer to Capital Projects Fund	$ (115,625)	$ -	n/a	$ 115,625
Total Other Financing Sources & Uses	$ (115,344)	$ (123,893)		
Beginning Fund Balance	$ 2,812,785	$ 2,058,293		
Estimated Ending Fund Balance		$ 1,667,813		
Unaudited Ending Fund Balance	**$ 4,244,174**			

Reserve Required	
17% of 2024 budgeted expenditures	$ 846,776
25% of 2024 budgeted expenditures	$ 1,245,259
Budget Authority	
2024 Budget Authority	$ 6,773,849
Remaining 2024 Budget Authority	$ 5,037,903
% of Budget Authority Used	25.6%

City of Edgerton - 2nd Quarter 2024 Report
Water Fund (Unaudited)

	YTD Actual	2024 Budget	% Used	Remaining
Revenues:				
Charges for Services	$ 259,206	$ 511,187	50.7%	$ (251,980.68)
Fines & Forfeitures	$ 3,775	$ 8,000	47.2%	$ (4,224.80)
Miscellaneous	$ 117	$ -	n/a	$ 117.00
Investment Income	$ 1,421	$ 2,500	56.8%	$ (1,078.77)
Total Revenue	$ 264,520	$ 521,687	50.7%	$ (257,167.25)
Expenditures:				
Fleet Maintenance	$ 1,247	$ 7,475	16.7%	$ 6,228
Information Technology	$ 30,734	$ 52,309	58.8%	$ 21,575
Production	$ 99,142	$ 175,000	56.7%	$ 75,858
Distribution	$ 28,557	$ 67,030	42.6%	$ 38,473
Administrative-Water	$ 81,605	$ 162,562	50.2%	$ 80,957
Employee Benefits	$ 18,219	$ 40,184	45.3%	$ 21,965
Debt Service	$ 7,478	$ 14,957	50.0%	$ 7,479
Total Expenditures	$ 266,983	$ 519,517	51.4%	$ 252,534
Sources Over(Under) Expenditures:	**$ (2,463)**	**$ 2,170**		
Transfer from Other Funds				
Transfer from Capital Project Fund	$ -	$ -	n/a	$ -
Transfers to Other Funds:				
Transfer to Equipment Reserve Fund-Water	$ -	$ (15,000)	0.0%	$ (15,000)
Transfer to Capital Projects Fund	$ -	$ -	n/a	$ -
Total	$ -	$ (15,000)		
Beginning Fund Balance	$ 210,244	$ 192,147		
Estimated Ending Fund Balance		$ 179,317		
Unaudited Ending Fund Balance	**$ 207,781**			

Reserve Required	
17% of 2024 budgeted expenditures	$ 88,318
25% of 2024 budgeted expenditures	$ 129,879
Budget Authority	
2024 Budget Authority	$ 713,835
Remaining 2024 Budget Authority	$ 446,852
% of Budget Authority Used	37.4%

City of Edgerton - 2nd Quarter 2024 Report
Sewer Fund (Unaudited)

	YTD Actual	2024 Budget	% Used	Remaining
Revenues:				
Charges for Services	$ 285,252	$ 761,265	37.5%	$ (476,013)
Licenses & Permits	$ 150	$ 100	150.0%	$ 50
Fines & Forfeitures	$ 4,923	$ 7,000	n/a	$ (2,077)
Miscellaneous	$ -	$ -	#DIV/0!	$ -
Investment Income	$ 7,422	$ 3,500	212.1%	$ 3,922
Total Revenue	$ 297,748	$ 771,865	38.6%	$ (474,117)
Expenditures:				
Fleet Maintenance	$ 1,277	$ 7,475	17.1%	$ 6,198
Information Technology	$ 30,735	$ 53,351	57.6%	$ 22,616
Treatment Plant	$ 98,223	$ 225,055	43.6%	$ 126,832
Sewer Line Maintenance	$ 707	$ 13,200	5.4%	$ 12,493
Lift Stations/Vaults	$ 7,814	$ 37,456	20.9%	$ 29,642
Administrative-Sewer	$ 124,730	$ 251,897	49.5%	$ 127,166
Employee Benefits	$ 32,250	$ 71,877	44.9%	$ 39,626
Debt Service	$ 46,219	$ 192,438	24.0%	$ 146,219
Total Expenditures	$ 341,955	$ 852,749	40.1%	$ 510,794
Sources Over(Under) Expenditures:	**$ (44,207)**	**$ (80,884)**		
Transfer from Other Funds:				
Transfer from LPKC Ph 1 PIF	$ -	$ -	#DIV/0!	$ -
Transfer from Capital Projects Fund	$ -	$ -	#DIV/0!	$ -
Transfers to Other Funds:				
Transfer to Equipment Reserve Fund-Sewer	$ -	$ -	n/a	$ -
Transfer to Capital Projects Fund	$ -	$ -	#DIV/0!	$ -
Total	$ -	$ -		
Beginning Fund Balance	$ 843,764	$ 704,735		
Estimated Ending Fund Balance		$ 623,851		
Unaudited Ending Fund Balance	**$ 799,557**			

Reserve Required	
17% of 2024 budgeted expenditures	$ 145,137
25% of 2024 budgeted expenditures	$ 213,437
Budget Authority	
2024 Budget Authority	$ 1,476,600
Remaining 2024 Budget Authority	$ 1,134,645
% of Budget Authority Used	23.2%

Community Development Quarterly Report

Quarter 2: Apr-Jun 2024

Building

Building Permits Issued

17 RESIDENTIAL

5 NON RESIDENTIAL

1 REROOFS	4 DECKS
2 FOUNDATION REPAIR	1 SOLAR INSTALLATION

1 Certificate of Occupancy - JB Hunt

$3,754,652 TOTAL PERMIT VALUATION

$139,355	Residential Valuation
$3,615,297	Non-residential Valuation

Building Inspections

45 RESIDENTIAL

101 NON RESIDENTIAL

Planning News

IP 12

Construction has begun on improvements to IP 12 in preparation for Sam's Club to move in. These improvements include installation of a guardshack, additional trailer parking, installation of curb and gutter on the parking lot perimeter, and the addition of more dock doors.

5 Final Site Plans

2 Final Plats

2 Temporary Construction Use

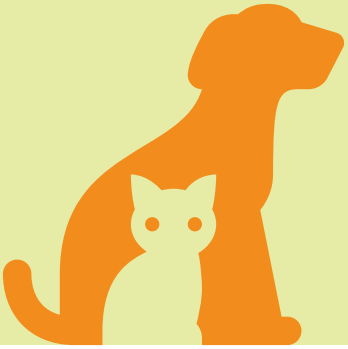
Approved in Q2

- **Envision Edgerton 2050 Comprehensive Plan**
- **International Code Council - 2018 Suite of Codes**

Community Development Quarterly Report

Quarter 2: Apr-Jun 2024

Animal Control



40 LOOSE ANIMALS	2 BARKING COMPLAINTS	3 DECEASED ANIMALS REMOVED
7 UNREGISTERED PET VIOLATIONS	2 NEGLECT INVESTIGATIONS	5 CHICKEN PERMITS & INSPECTIONS
0 DANGEROUS DOG	1 DOG BITE CASES	0 CITATION ISSUED

18 CASES OFFICER DRIVEN

22 RESIDENT/JOCO SHERIFF DRIVEN

Boat/RV	9
Inoperable Vehicles	29
Trash/Exterior Conditions/Storage	15
Public Safety	1
Parking	0
Signage	0
Tall Grass/Weeds	23
Environmental	0
Zoning	1

CODE ENFORCEMENT

77% ABATED

23% OPEN CASES

78 VIOLATION LEVEL CASES

68% OFFICER DRIVEN

2 CITATIONS ISSUED

32% RESIDENT DRIVEN

The Community Development Department strives to create a livable, resilient, and safe City by enhancing and guiding our community's neighborhoods and commercial areas through City planning, building supervision, code enforcement, and animal control.

EDGERTON
global routes. local roots.

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

DATE: July 22, 2024

TO: Mayor and City Council Members

FROM: Beth Linn, City Administrator

SUBJECT: Johnson County Request for Funding for Homeless Services Center Update

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Typically the Edgerton City Council hears funding requests from outside agencies during the annual budget process in May of each year. After those presentations had concluded for the 2025 Budget, both Mayor Roberts and City Administrator received information and a funding request from Johnson County beginning in 2025 for the countywide Homeless Services Center.

Included with this packet is information provided by Johnson County including:

- PowerPoint presentation presented by County Staff to the Board of County Commissioners Committee of the Whole on June 27, 2024
- One page infographic summarizing the need for the project, timeline to date, next steps and ask for public support.
- Copy of the population-based recommendation contribution by city (excerpt from above powerpoint presentation)

Johnson County has asked cities to notify them on intention to fund by August 20th.

Homeless Services Center Update

Committee of the Whole

June 27, 2024

Presented by

Joe Connor
County Manager's Office

Stephanie Boyer
CEO, reStart, Inc.

JOHNSON COUNTY KANSAS

Updates

- Request from May 16, 2024, BOCC Update
  - “Work with reStart, Inc. to finalize operational costs.”
- Establish a City/County Fund that annually provides operational support to reStart, Inc.
  - Begin in 2025
  - Excludes Lenexa because of revenue loss, anticipated increased expenses
- Population-based formula
- County portion is a $50,000 base amount plus the township’s population
  - Total county portion for 2025 would be $61,192.80

JOHNSON COUNTY KANSAS

Proposed Population Formula

	2025	2026	2027	2028	2029	2030	2031	2032
reStart Request*	$430,000	$439,600	$449,392	$458,379	$469,567	$479,958	$490,557	$501,369
County Population**	563,701	563,701	563,701	563,701	563,701	563,701	563,701	563,701
Per Capita	$0.76	$0.78	$0.80	$0.81	$0.83	$0.85	$0.87	$0.89

* Assumes a $50k base contribution from Johnson County

** Latest population estimates by City/Township published by Census Bureau
Number does not include Lenexa

2025 Proposed HSC Support Fund

Jurisdiction	Population	Per Capita Rate	Annual Amount
Overland Park	197,089	$0.76	$150,342.59
Olathe	147,461	$0.76	$112,485.57
Shawnee	69,417	$0.76	$52,952.38
Lenexa	0	$0.76	$0.00
Leawood	33,980	$0.76	$25,920.48
Gardner	25,378	$0.76	$19,358.74
Prairie Village	22,900	$0.76	$17,468.48
Merriam	10,875	$0.76	$8,295.62
Mission	10,014	$0.76	$7,638.84
Roeland Park	6,712	$0.76	$5,120.02
De Soto	6,539	$0.76	$4,988.05
Spring Hill	5,990	$0.76	$4,569.27
Fairway	4,158	$0.76	$3,171.79
Mission Hills	3,525	$0.76	$2,688.93
Westwood	1,721	$0.76	$1,312.81
Edgerton	1,718	$0.76	$1,310.52
Lake Quivira	959	$0.76	$731.54
Westwood Hills	395	$0.76	$301.31
Mission Woods	197	$0.76	$150.27
Bonner Springs	0	$0.76	$0.00
Townships (County)	14,673	$0.76	$11,192.80
	563,701		**$430,000.00**

JOHNSON COUNTY KANSAS

Next Steps

- reStart, Inc. Update
  - Stephanie Boyer, CEO

- July 18 BOCC Meeting
  - Assignment Agreement
  - Property assessment reports and estimated renovation costs
    - Impact of HOME-ARP funding

JOHNSON COUNTY KANSAS

Bringing a homeless services center to Johnson County

July 2024

We are asking for partnership as we take advantage of a once-in-a-generation opportunity to meet an identified need in the community and serve one of our most vulnerable populations.

The most recent Point in Time count found that 235 individuals were experiencing homelessness in Johnson County, 50 of whom were unsheltered, meaning they were living outdoors in tents or vehicles. While the availability of this property and the federal dollars used to purchase it didn't align as neatly with local government budget cycles as we would have liked, we are glad this unique opportunity exists to address a community need for a 50-bed shelter for adults experiencing homelessness **[1]**.

The proposed City/County operational support fund (a population-based concept developed by county staff working with city managers) accounts for roughly 1/3 of the total annual operating budget. Pledged public support will strengthen this community effort in three ways:

1. Private philanthropy and grants often require that applications show matching funds and/or a financial contribution from the local community. A public operational support fund acts as a **"first dollar in"** and signals a united community approach to addressing homelessness.
2. **Diverse funding sources** stabilize and strengthen non-profit operations.
3. The fund **strengthens reStart's Special Use Permit application** with the City of Lenexa.

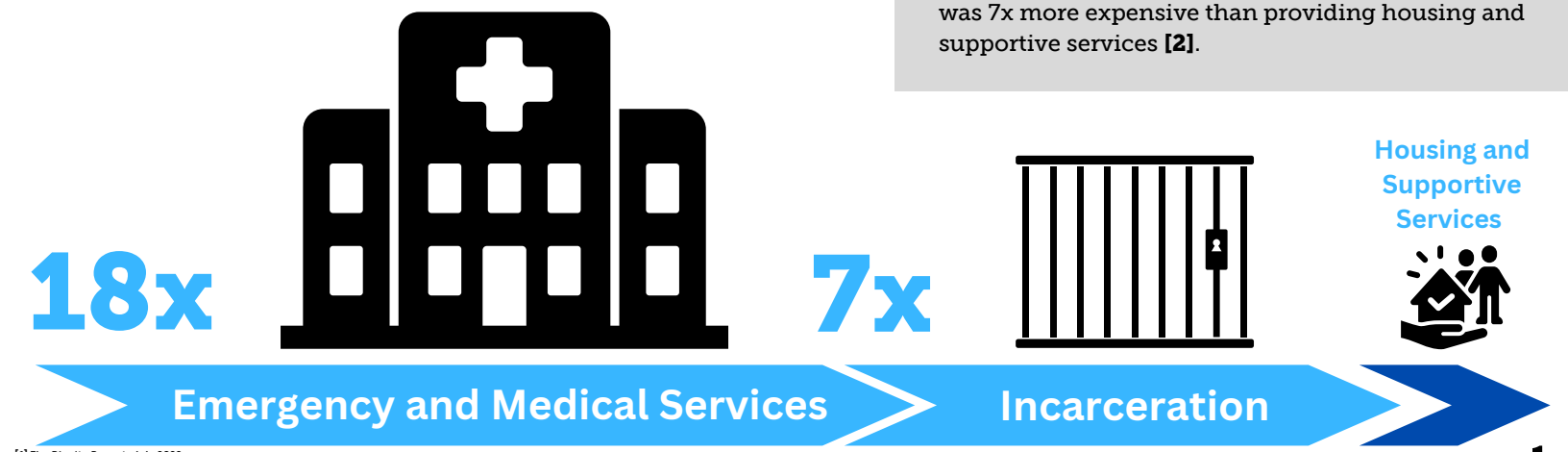
Next steps

- **August 20, 2024:** deadline for cities to provide documentation/approval of their participation in the City/County support fund (the decision to participate and at what level is within each city's discretion).
- **August 15 Agenda Review, August 22 Action Agenda:** BOCC to consider annual contribution to City/County operational support fund.
- **August 26, 2024**: Lenexa Planning Commission considers Special Use Permit.
- **September 17, 2024:** Lenexa City Council considers Special Use Permit.
- **Oct. 31, 2024:** Deadline to close on the real estate contract.
  - Nine months of estimated remodeling time.
- **Summer 2025:** Anticipated opening
- **July 1, 2025:** Annual contribution of funds to support reStart's operations begins.
- **July 1, 2027:** Review of Operational Support Funding request.
  - Opportunity to check in on the financial progress and community benefit of the HSC.
- **July 1, 2029**: Final distribution of annual support funds
  - Five year term to coincide with duration of the Special Use Permit.

Providing housing and supportive services is the least costly option to meet the needs of the unhoused.

A 2023 study published by the New York City Comptroller found that the daily cost of ambulance and hospital services was 18x more expensive than providing housing and supportive services while the daily cost of law enforcement and incarceration was 7x more expensive than providing housing and supportive services **[2]**.

Daily Cost of Interventions



[1] The Dignity Report, July 2023
[2] https://comptroller.nyc.gov/reports/housing-first/#_ftn4

Homeless Services Center Timeline

2021: Johnson County Housing Study, conducted in partnership with cities, identifies "unseen homelessness" as an increasing housing challenge facing local governments.

2021-2022: Johnson County conducted a Needs Assessment and Gaps Analysis for the federal government, identifying year-round shelter beds as the community's highest priority need in this area.

July 2023: Johnson County funded and received a report from the Dignity Project that scoped the community need for a 50-bed, non-congregate shelter with supportive services on-site for adults experiencing homelessness.

December 2023: The BOCC voted to purchase a hotel and vacant restaurant. Due diligence on the property occurred throughout the first half of 2024.

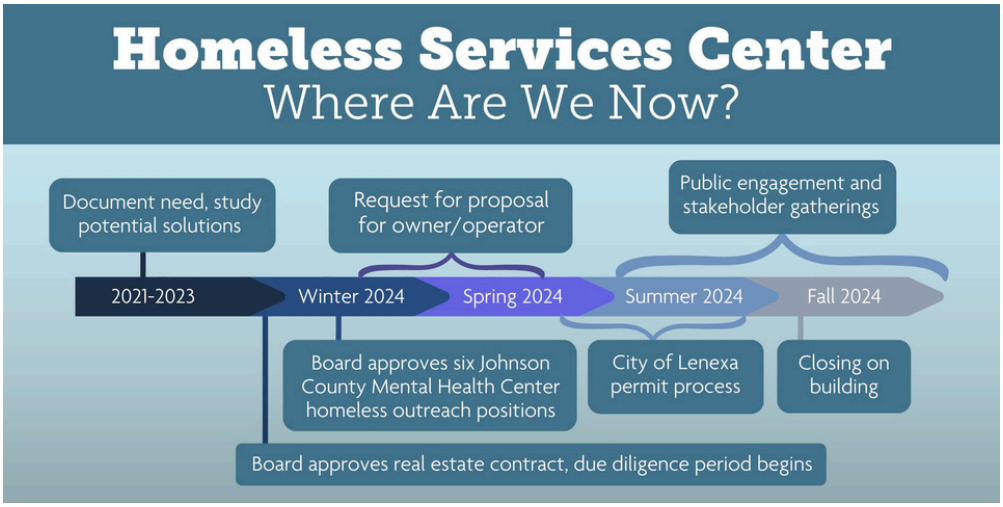
December 2023 – April 2024: RFP released to secure an operator, and 16 member RFP Evaluation Committee was convened (included County staff, subject matter experts and representatives from the cities of Lenexa and Overland Park). reStart was unanimously recommended by committee on April 29, 2024.

May 8, 2024: City managers received a homeless services center update and requested a follow up meeting to learn more.

June 4, 2024: County staff convened a meeting with Johnson County city managers to introduce reStart as the operator and convey their request for public financial support. As part of this conversation, the population-based funding concept was co-developed with city managers.

June 4, 2024: Chairman Kelly presented reStart's request for public financial support to the Council of Mayors.

June-August 2024: Continued community conversations.



To learn more and stay up to date on this project, please visitjocogov.org/homeless-services-center.

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JOHNSON COUNTY KANSAS