EDGERTON CITY COUNCIL
MEETING AGENDA
CITY HALL, 404 EAST NELSON STREET
September 8, 2022
7:00 P.M.

Call to Order

1. **Roll Call** ____ Roberts ____ Longanecker ____ Lewis ____ Beem ____ Stambaugh ____ Lebakken
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 August 25, 2022 Regular City Council Meeting
5. Approve Application FP2021-03, Final Plat for Logistics Park Kansas City (LPKC) Fifth Plat Generally Located North of 187th Street Between Kill Creek Road and Waverly Road, Edgerton, Kansas
6. Approve an Agreement with Varney & Associates, CPAs, LLC, to Prepare the City's Audit for Fiscal Year 2022
7. Approve Resolution No. 09-08-22A Waiving the City's Compliance with Generally Accepted Accounting Principles for Financial Reporting and Causing such reports to be Prepared in Compliance with the Cash Basis and Budget Laws of the State of Kansas
8. Approve the Updated Scope, Budget, and Schedule for The Greenspace Project

   Motion: _____ Second: _____ Vote: ____

Regular Agenda

9. **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.

10. **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.

Business Requiring Action

11. **CONSIDER THE 2023 RECOMMENDED BUDGET**

Motion: _____ Second: _____ Vote: ____

12. **CONSIDER ORDINANCE NO. 2118 AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION BONDS, SERIES 2022A, OF THE CITY OF EDGERTON**

    Motion: _____ Second: _____ Vote: ____

13. **CONSIDER RESOLUTION NO. 09-08-22B PRESCRIBING THE FORM AND DETAILS OF AND AUTHORIZING AND DIRECTING THE SALE AND DELIVERY OF GENERAL OBLIGATION BONDS, SERIES 2022A, OF THE CITY OF EDGERTON, KANSAS, PREVIOUSLY AUTHORIZED BY ORDINANCE NO. 2118**

    Motion: _____ Second: _____ Vote: ____

14. **CONSIDER RESOLUTION NO. 09-08-22C AUTHORIZING AND DIRECTING THE ISSUANCE OF GENERAL OBLIGATION TEMPORARY NOTES, SERIES 2022A, OF THE CITY OF EDGERTON, KANSAS, AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTION CONNECTED THEREWITH**

    Motion: _____ Second: _____ Vote: ____

15. **CONSIDER ORDINANCE 2119 ADOPTING THE PLANNING COMMISSION'S RECOMMENDATION TO APPROVE A CONDITIONAL USE PERMIT (CU2021-04) ALLOWING A CARGO CONTAINER STORAGE, REPAIR OR MAINTENANCE FACILITY ON PROPERTY LOCATED NORTH OF 187TH STREET BETWEEN KILL CREEK ROAD AND WAVERLY ROAD (31220 W. 187TH STREET), EDGERTON, KANSAS**

    Motion: _____ Second: _____ Vote: ____

16. **CONSIDER AN AGREEMENT WITH NORTHPOINT AND THEIR TENANT TO BE A SIGNIFICANT INDUSTRIAL USER**

    Motion: _____ Second: _____ Vote: ____

17. **Report by the City Administrator**

18. **Report by the Mayor**

19. **Future Meeting Reminders:**
    - September 12th: Comprehensive Plan Open House – 7:00 to 8:30 PM
    - September 13th: Planning Commission Meeting – 7:00PM
    - September 13th: Board of Zoning Appeals Meeting – 8:00 PM
    - September 22nd: City Council Meeting – 7:00PM
    - October 11th: Planning Commission Meeting – 7:00PM
    - October 13th: City Council Meeting – 7:00PM
    - October 13th: CIP Budget Work Session – Following Regularly Scheduled Meeting

- October 27th: City Council Meeting – 7:00PM

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

EVENTS

September 10 – Downtown Movie Night: Cloudy With a Chance of Meatballs
September 12 – Interactive Public Workshop for Envision Edgerton Comprehensive Plan
September 17 – Cops N' Bobbers
September 18 – Adult Activity: Paint & Wine
September 21 – Senior Lunch
September 28 – 50+ Trip: YaYa's Alpaca Farm

City of Edgerton, Kansas
Minutes of City Council Regular Session
August 25, 2022

A Regular Session of the City Council (the Council) was held in the Edgerton City Hall, 404 E. Nelson, Edgerton, Kansas on August 25, 2022. The meeting convened at 7:00 PM with Mayor Roberts presiding.

1. **ROLL CALL**

Clay Longanecker	present
Josh Lewis	present
Josh Beem	present
Josie Stambaugh	present
Deb Lebakken	present

With a quorum present, the meeting commenced.

Staff in attendance: City Administrator, Beth Linn
City Attorney, Lee Hendricks
Planning and Zoning Coordinator/Deputy City Clerk, Chris Clinton
Public Works Director, Dan Merkh
Communications Director, Kara Banks
Accountant, Justin Vermillion
Capital Improvement Project Manager, Brian Stanley
Finance Director, Karen Kindle
Brittany Paddock, Recreation Coordinator

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 August 11, 2022 Regular City Council Meeting
5. Approve Resolution No. 08-25-22A Recognizing Meat Inferno as a "Public Festival" for the Purpose of the City's Noise Restrictions
6. Approve Resolution No. 08-25-22B Providing for the Creation of Temporary No Parking Zones on Certain Streets to Permit the Holding of Meat Inferno 2022
7. Approve Ordinance No. 2115 Amending the City of Edgerton Municipal Code, Adding to Chapter 1, Administration, Article 9, Section 1-901, Records Retention Policy for the City of Edgerton, Kansas
8. Approve Renewing the Appointment of Adam Draskovich to the Edgerton Planning Commission for a Term Ending in September 2025
9. Approve Ordinance No. 2116 Amending Chapter XIV Ordinance, Subject to Existing Local Traffic Provisions in the City Code Which Supplement and/or Modify Certain Sections Thereof

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10. Approve Ordinance No. 2117 Amending Chapter XI, Article I, Section 11-101 of the Code of the City of Edgerton, Kansas, Concerning the Uniform Public Offense Code
11. Approve Resolution No. 08-25-22C Setting Forth the Authority for Members of the Governing Body and City Staff with Regard to the City's Accounts at Central Bank of the Midwest
12. Approve the Purchase of Five (5) Radar Traffic Counters from Street Smart Rental

Mayor Roberts stated City staff has requested for Item 5 be removed from the consent agenda.

Councilmember Longanecker made motion to approve the consent agenda besides Item 5, seconded by Councilmember Beem. The consent agenda besides Item 5 were approved, 5-0.

Ms. Beth Linn, City Administrator, stated there was an error in the resolution. The resolution provided in the packet said it was for Frontier Days, but it is actually for the Meat Inferno event. She stated an updated copy of the resolution is available at the daises.

Councilmember Beem moved to approved Resolution No. 08-25-22A recognizing Meat Inferno as a "Public Festival" for the purposes of the City's noise restrictions. Councilmember Longanecker seconded the motion. Resolution No. 08-25-22A was approved, 5-0.

Regular Agenda

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

    There were no declarations made by the Councilmembers.

14. **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 Councilmembers only and should not speak to fellow audience members. City Council members should conduct themselves in a civil and respectful manner. Disruptive conduct may result in removal from the meeting.

    There were no public comments made at this time.

15. Presentation by Representative Ken Collins regarding designation of a portion of Highway 56 as PFC Shane Austin Memorial Highway

    Mayor Roberts explained the State approved dedicating a portion of Highway 56 between Edgerton and Gardner as a memorial highway. He stated Representative Ken Collins is working on getting funds to get the signs installed.

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Representative Collins addressed the Council. He stated he is a former resident and Councilmember. He is currently the Representative for the 2nd District in the Kansas House of Representatives. He said he is proud of things happening in this community and thanked the Council for giving him the chance to speak to them.

Rep. Collins stated that Private First Class (PFC) Shane Austin was killed in action on October 8, 2006 in Iraq by an enemy grenade. PFC Austin was posthumously awarded the Purple Heart and Bronze Star. Rep. Collins stated he was friends with PFC Austin's father, Terry. Terry and PFC Austin's mother, Debbie, were extremely proud of their son. Rep. Collins said the residents of Edgerton lost a great citizen, former teachers lost a great student, and PFC Austin's friends lost a dear friend. Highway 56 between Edgerton and Gardner is now dedicated as a memorial highway for PFC Austin. However, the signs need the funding per State statute. The amount to raise is the cost of three (3) signs, which is $4,590. Rep. Collins stated he is trying to raise that amount and would greatly appreciate any amount the City can donate.

Mayor Roberts stated PFC Austin was an American hero and appreciates the sacrifice PFC Austin made for his country. Presentations requesting funds for next year's budget have already been heard, but the budget has not been approved yet. Mayor Roberts explained it is at the discretion of the Council as to how much to donate. This will be a one-time expense and not a reoccurring one. Rep. Collins stated he wants the funds raised regardless of where they come from.

Councilmember Longanecker recommended the City donate $1,000 for the signs. Councilmember Stambaugh inquired as to the price for one (1) sign. Rep. Collins stated the State requires the amount of two (2) signs plus fifty percent (50%) of the cost of the initial install of the signs, and that totals $4,590. Rep. Collins explained that is the cost for 2 signs, 1 each way, and the cost of maintenance, repairs, or replacement signs. The State will maintain the sign and replace it as needed. Councilmember Lewis said the City should donate the total amount for the signs. Councilmembers Stambaugh and Lebakken agreed. Mayor Roberts asked if the City includes the amount in the budget, if the price of the signs will change. Rep. Collins stated he does not believe it will, but he will confirm the price with the Kansas Department of Transportation (KDOT). Councilmember Stambaugh moved to donate an amount not to exceed $4,590 to KDOT for the PFC Austin memorial signs to be placed along Highway 56 and to be paid early 2023. The motion was seconded by Councilmember Lebakken. The Council approved the donation not to exceed $4,590 for the signs, 5-0.

PFC Austin's mother, Debbie, thanked the Council. She said all of the support she has received since October of 2006 is what made her strong enough to get through the difficult times.

Mayor Roberts said the one-time expense will be adjusted as a line item and will designate the funds to be paid early next year.

Business Requiring Action

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16. **PUBLIC HEARING FOR RESOLUTION NO. 08-25-22D OF THE CITY OF EDGERTON, KANSAS TO LEVY A PROPERTY TAX RATE EXCEEDING THE REVENUE NEUTRAL RATE**

Ms. Karen Kindle, Finance Director, approached the Council. She stated in March of 2021, Senate Bill 13 (SB 13) was signed by the Governor and became effective beginning with the 2022 Budget. SB 13 repealed the previous tax lid which focused to the total property tax revenue required for the budget. SB 13 focuses on the mill rate and provides for the calculation of the Revenue Neutral Rate (RNR). She explained the RNR calculation uses last year's property tax revenue and this year's estimated assessed valuation to arrive at the mill rate that would be required to receive the same property tax revenue as last year. SB 13 does not provide for any adjustments to the RNR to capture economic growth, issuance of debt or County errors in the assessed valuation numbers. Ms. Kindle stated a Frequently Asked Questions (FAQ) sheet about the RNR was provided in the packet.

Ms. Kindle said at the Council meeting on June 10, 2021, the City's Financial Advisor and City staff presented information about SB 13 and asked for direction from the Council regarding suggested adjustments to the RNR. She explained the resulting policy direction was provided to the Council and the adjustments are: (1) roll-off of all types of incentives like property tax abatements, (2) new territory and annexations, (3) growth in assessed value of non-residential property, (4) growth in assessed value of residential property due to inflation based on the CPI-U, (5) issuance of General Obligation (GO) debt, and (6) errors by Johnson County. The property tax revenue amount included in the 2023 General Fund Budget was calculated based on those adjustments.

Ms. Kindle explained the City is required to hold an RNR Public Hearing and pass a resolution setting the mill rate to be used for the 2023 Budget. The notice of the public hearing was published in the Gardner News on August 3, 2022, and on the City's website, as required by State statute. The RNR Public Hearing was held prior to the consideration of this resolution. The draft of Resolution No. 08-25-22D establishes the City's mill rate at 29.669 mills.

Mayor Roberts opened the public hearing. There were no public comments made at this time. Mayor Roberts closed the public hearing.

17. **CONSIDER RESOLUTION NO. 08-25-22D OF THE CITY OF EDGERTON, KANSAS TO LEVY A PROPERTY TAX RATE EXCEEDING THE REVENUE NEUTRAL RATE**

Councilmember Longanecker moved to approve Resolution No. 08-25-22D. Councilmember Beem seconded the motion. Resolution No. 08-25-22D was approved, 5-0.

18. **PUBLIC HEARING FOR THE PROPOSED 2023 BUDGET**

Ms. Kindle stated a public hearing is needed per state statute. The public hearing was published with the notice for the public hearing for Resolution No. 08-25-22D.

Ms. Linn played an informational video for the Council.

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Ms. Kindle stated she will go through the different funds and the first fund is the General Fund. She explained the 2022 estimated revenues and expenditures reflect City staff's evaluation of the activity so far in 2022 compared to the budget approved for 2022. She stated there have not been any changes to the proposed budget since it was presented in a Work Session on July 7, 2022. The proposed 2023 budget does decrease the mill rate from 29.913 to 29.669.

Ms. Kindle went over the Utility Funds budget, which is the water and sewer portion of the budget. She stated the utility rate study was included in the packet provided to the Council. There have not been any changes to the revenue and expenditures since the Work Session.

Ms. Kindle stated the last budget is the Other Funds budget. This budget includes the Special Highway Fund, which is funded through gasoline tax; the Special Parks and Recreation Fund, which is funded through alcohol sales; the Bond & Interest Fund, which contains the transactions related to some of the debt obligations of the City; and the TIF projects. None of the funds have any changes from the July 7, 2022 Work Session. Ms. Kindle added the Vehicles and Equipment Replacement Plan was reviewed with no changes made since the Work Session. She explained after the public hearing, the proposed budget will be considered at the September 8, 2022 meeting.

Councilmember Longanecker clarified that nothing in the revenues or expenditures have changed since the Work Session held on July 7, 2022. Ms. Kindle replied he is correct.

Mayor Roberts opened the public hearing for the proposed budget. There were no public comments made at this time. Mayor Roberts closed the public hearing.

Mayor Roberts explained the proposed budget will be voted on at the next meeting. He thanked City staff for the explanation video and requested it be posted somewhere on the City's website.

19. **PUBLIC HEARING FOR RESOLUTION NO. 08-25-22E TEMPORARILY WAIVING CITY PROHIBITION AS TO THE SALE AND CONSUMPTION OF ALCOHOLIC LIQUOR ON CERTAIN PUBLIC PROPERTY FOR MEAT INFERNO EVENT**

Ms. Brittany Paddock, Recreation Coordinator, addressed the Council. She stated Edgerton's Meat Inferno event will be held October 7 to 8, 2022. City staff has requested permission to sell and serve alcoholic liquor other than 3.2% beer, also known as cereal malt beverages, at the event. She explained Chapter III, Article I, Section 3-202 of the Code of the City of Edgerton prohibits serving cereal malt beverages or alcoholic liquor within 200 feet of any church, school, nursing home, library, or hospital. This prohibition may be waived by the Governing Body after public notice, which was published on August 17, 2022, followed by a hearing and finding by the Governing Body that the proximity of the location, where the cereal malt beverage or alcoholic liquor will be served, is not averse to the public welfare or safety. She stated the public hearing will be held prior to the consideration of a resolution.

Ms. Paddock said if approved, Resolution No. 08-25-22E would grant the waiver requested by City staff, with the following stipulations:

- The sale and consumption of alcoholic liquor shall be allowed in an area on Nelson Street between East 3rd Street and East 4th Street, specifically designated and approved by the City Administrator, which is the same as Edgerton Frontier Days
- The sale and consumption of alcoholic liquor shall be allowed between the hours of 5:30 PM and 10:00 PM on October 7, 2022
- Point of sale for alcoholic liquor shall be 307 East Nelson Street by properly licensed individuals or groups only, which is the same as Edgerton Frontier Days and the same vendor will be used
- No alcoholic liquor may be sold or dispensed in glass bottle or containers, only plastic or paper cups or cans may be used.

She explained City staff will inform the Johnson County Sheriff's Office and request deputies be present at the event.

Mayor Roberts asked for more information about the event. Ms. Paddock replied it will be on October 7th and 8th. On Friday the 7th, there will be a kids competition for children five (5) to ten (10) and another competition for eleven (11) to fifteen (15) year-olds. She explained that kids will bring their own supplies and all of the meat is donated. There will be a live band that covers many genres, food trucks, and a fire performer as well. The City is noy only hosting Kansas City Barbecue Society (KCBS) sanctioned events, but competitions for the community too. There will also be a KCBS one (1) meat competition and, hopefully, the bar on Friday night. She said on Saturday, Chris Cakes will be serving breakfast and the big competition will take place. A fire and ice kids science show is planned as well as a backyard burger competition. She stated she did print flyers for everyone who is interested.

Mayor Roberts opened the public hearing for Resolution No. 08-25-22E. No public comments were made at this time. Mayor Roberts closed the public hearing.

Mayor Roberts said this is a new event for Edgerton but it is popular in other cities. He encouraged people to participate.

20. **CONSIDER RESOLUTION NO. 08-25-22E TEMPORARILY WAIVING CITY PROHIBITION AS TO THE SALE AND CONSUMPTION OF ALCOHOLIC LIQUOR ON CERTAIN PUBLIC PROPERTY FOR MEAT INFERNO EVENT**

Councilmember Lewis moved to approve Resolution No. 08-25-22E. Councilmember Lebakken seconded the motion. Resolution No. 08-25-22E was approved, 5-0.

21. **CONSIDER RESOLUTION NO. 08-25-22F AUTHORIZING SPECIAL EVENT PERMIT FOR SALE AND CONSUMPTION OF ALCOHOLIC LIQUOR ON CERTAIN PUBLIC PROPERTY WITHIN THE CITY OF EDGERTON, KANSAS**

Ms. Paddock stated if approved, Resolution No. 08-25-22F would authorize the Special Event Permit with the following stipulations:

- The sale and consumption of alcoholic liquor shall be allowed in an area on Nelson Street between East 3rd Street and East 4th Street, specifically designated and approved by the City Administrator

- The sale and consumption of alcoholic liquor shall be allowed between the hours of 5:30 PM and 10:00 PM on October 7, 2022
- Point of sale for alcoholic liquor shall be 307 East Nelson Street by properly licensed individuals or groups only
- No alcoholic liquor may be sold or dispensed in glass bottle or containers, only plastic or paper cups or cans may be used.

City staff has requested permission to sell and serve alcoholic liquor other than 3.2% beer, also known as cereal malt beverages, at the event. She explained Chapter III, Article I, Section 3-202 of the Code of the City of Edgerton prohibits serving cereal malt beverages or alcoholic liquor within 200 feet of any church, school, nursing home, library, or hospital. This prohibition may be waived by the Governing Body after public notice, followed by a hearing and finding by the Governing Body that the proximity of the location, where the cereal malt beverage or alcoholic liquor will be served, is not averse to the public welfare or safety. She stated the public hearing was held prior to the consideration of this resolution.

Councilmember Beem moved to approve Resolution No. 08-25-22F. Councilmember Lewis seconded the motion. Resolution No. 08-25-22F was approved,5-0.

Ms. Linn stated if any of the councilmembers would like to be a judge or volunteer to please let Ms. Paddock know. Ms. Paddock added that to sign up a team or competitor, people can do that at meatinferno.com.

22. **CONSIDER AMENDMENT TO RESIDENTIAL SOLID WASTE COLLECTION AND DISPOSAL SERVICES CONTRACT**

Mr. Dan Merkh, Public Works Director, spoke before the Council. He said in October of 2021, the Council approved the Residential Solid Waste Collection and Disposal Services Contract with Gardner Disposal Services, Inc. (GDS). The fees for that agreement remained the same with two (2) exceptions. One (1) was a nominal increase in costs for removal of street sweeper debris. The second change was a significant increase in the fees for removal of sludge from Big Bull Creek Wastewater Treatment Facility (BBCWWTF). He explained as part of the 2023 annual budget process, City staff solicited bids from contractors specializing in sludge removal and disposal in hopes of securing better pricing for this service. Upon receiving 2 qualified bids lower than current pricing, City staff approached GDS with the request to consider an amendment to the current contract removing the sludge disposal services.

Mr. Merkh explained the current agreement allows the City and GDS to mutually agree to modify the contract. GDS has agreed to an amendment to the City's contract to remove the sludge disposal services only and the remaining contract remains the same. The draft amendment provided to the Council was drafted by the City Attorney.

Councilmember Longanecker moved to approve the amendment to the residential solid waste collection and disposal services contract. Councilmember Lebakken seconded the motion. The amendment to the contract was approved, 5-0.

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23. **CONSIDER APPROVAL OF AGREEMENT WITH DIGITAL ERTH CONSULTING LLC FOR SLUDGE REMOVAL SERVICES**

Mr. Merkh stated in June of 2022, the City solicited bids for the service of removing and disposing of sanitary sludge produced at BBCWWTF. 2 bids were received, with the lowest and best bid being Digital Erth Consulting LLC for $585 per truckload. He explained truckloads are typically ten (10) tons or less and Digital Erth Consulting LLC is providing the container. The existing contract for the sludge removal service is a higher cost per ton as well as a trip charge for each visit. Mr. Merkh stated the proposed agreement was provided to the Council and is currently being reviewed by Digital Erth Consulting LLC.

Councilmember Longanecker inquired to the prices of the other bid. Mr. Merkh stated the rate was based on the amount hauled off. The lowest amount started at 10 tons at $75 per ton. If less was hauled off, it costs more than $75 per ton.

Councilmember Longanecker moved to approve the agreement with Digital Erth Consulting LLC for sludge removal services. Councilmember Lewis seconded the motion. The agreement was approved,

24. **Report by the City Administrator**

- State of Kansas Hazard Mitigation Plan

Mr. Merkh stated Hazard Mitigation Planning is an activity that helps reduce the risk to people and property that may be affected by a disaster. This process helps reduce the cost of recovery by improving the community's stainability and disaster resistance by focusing efforts on areas that are prone to disasters, or simply identifying appropriate mitigation actions based on historical data.

He explained the State of Kansas has a Hazard Mitigation Team (KHMT) Charter with a purpose to develop and implement a statewide hazard mitigation policy, promote coordination of mitigation programs at all levels of government and pursue alternate mitigation funding strategies. To streamline the process, the State allows for counties to participate in Regional Mitigation Plans. Johnson, Wyandotte, and Leavenworth Counties make up Region L and this planning process is under the Kansas Division of Emergency Management (KDEM).

Mr. Merkh stated the City will work with Johnson County Emergency Management Division to facilitate and administer this planning process. To be part of the planning process, the KDEM, via Johnson County Emergency Management, is requesting that a participation form be completed, and City staff attend the meetings through-out the planning process. He said if the City does not participate in the process and provide a completed participation form, the City will not be eligible for potential hazard mitigation grant funding that is available for the 2023-2029 plan years. The participation form is due to KDEM and Johnson County Emergency Management by September 9, 2022.

Mr. Merkh explained some of the different grant programs that are available are explained in the memo he provided the Council. By signing the form, the City would agree to participate in the next Regional Hazard Mitigation Plan Update for Region L,

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attend at least two (2) meetings and turn in the required paperwork and sign a resolution to adopt the plan even if there is a change in office holders. City staff wanted to get the approval from Council prior to signing the participation form.

Mayor Roberts said he believes it is imperative that the City participate. A hazard may not happen in the City, but somewhere in the region as a whole and Edgerton should be willing to help when needed.

25. **Report by the Mayor**

- Mayor Roberts did not have anything to report.

26. **Future Meeting Reminders:**
- September 8th: City Council Meeting – 7:00PM
- September 13th: Planning Commission Meeting and Board of Zoning Appeals Meeting– 7:00PM
- September 22nd: City Council Meeting – 7:00PM
- October 11th: Planning Commission Meeting – 7:00 PM
- October 13th: City Council Meeting – 7:00PM
- October 27th: City Council Meeting – 7:00PM

Ms. Kara Banks, Communications Manager, spoke before the Council. She said there is going to be an interactive public workshop for residents to provide input regarding the Comprehensive Plan on September 12, 2022 from 7:00 PM to 8:30 PM at City Hall. She said they want a lot of public input as to how the residents want to see Edgerton in the future. Ms. Linn added it will be posted on social media and yard signs will be posted. Mayor Roberts explained the Comprehensive Plan is a long process and the end document turns out better with lots of participation from the public. He knows this is not the only way to engage but is a great tool. The Steering Committee is working hard on the Plan. He added he is extremely pleased to have Dr. Brian Huff, the Superintendent of the Gardner Edgerton School District participating. Mayor Roberts said he greatly appreciates the cooperation from Dr. Huff since joining the school district.

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

Councilmember Beem moved to recess into executive session pursuant to K.S.A. 75-4319(B)(2) for consultation with an attorney deemed privileged in the attorney/client exception to include the City Attorney, City Administrator, and Bond Counsel for the purposes of contract negotiations for ten (10) minutes. Councilmember Longanecker seconded the motion. The meeting recessed into executive session at 7:46 PM, 5-0.

Councilmember Longanecker moved to rejoin open session with no action being taken. Councilmember Lebakken seconded the motion. The meeting resumed in open session at 7:56 PM, 5-0.

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28. **Adjourn**

Councilmember Beem moved to adjourn the meeting. Councilmember Stambaugh seconded the motion. The meeting was adjourned at 7:57 PM, 5-0.

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

City Council Action Item

Council Meeting Date: September 8, 2022

Department: Community Development

Agenda Item: Consider Application FP2021-03, Final Plat for Logistics Park Kansas City (LPKC) Fifth Plat Generally Located North of 187th Street Between Kill Creek Road and Waverly Road, Edgerton, Kansas.

Background/Description of Item:

NOTE: This item was originally heard and approved by Council on January 13, 2022. As noted below, the applicant was continuing to work with EVERGY to determine if an encroachment agreement was necessary for the project. Through that process the applicant determined that an EVERGY easement was in existence on the south side of the property that they were not aware of. This required the movement of the project area back 15 feet and the relocation of the sewer easement. Both items are now reflected correctly on the revised Final Plat received March 18, 2022. The correct document is included in the packet.

The City of Edgerton received Application FP-2021-03 for the Final Plat of *Logistics Park Kansas City (LPKC) Fifth Plat,* generally located north of 187th Street between Kill Creek Road and Waverly Road, Edgerton, Kansas.

This parcel was annexed into the City of Edgerton on March 25, 2010. The Planning Commission held a public hearing for Preliminary Plat Application PP2021-04 on December 14, 2021. This Final Plat application aligns with the request made in that application.

This Final Plat request combines three unplatted parcels into one lot. The new lot size would total approximately 30.48 acres. The parcels were rezoned from Johnson County RUR to City of Edgerton L-P on July 12, 2012 (Ordinance 924). The parcels are being combined in anticipation of the development of a cargo container storage facility.

The applicant's engineer has updated the Final Plat as required by stipulations listed in the staff report and the updated Final Plat dated December 22, 2021 is included here. City staff has reviewed the revised Final Plat for conformance with the approved Preliminary and the requirements set forth in Section 13.3 of Article 13 of the Edgerton UDC. The revised Final Plat has been reviewed by the City Engineer and found to be in compliance with City code requirements. The applicant continues to work with Evergy to resolve one City Engineer comment related to a utility easement on the property. If additional easement is needed or if an encroachment agreement will be filed in place of additional easement, the applicant will

complete that action and file with the Johnson County TTV prior to the issuance of a building permit.

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

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Funding Source: N/A

Budget Allocated: N/A

Finance Director Approval: N/A

Recommendation: Approve Application FP2021-03, Final Plat for Logistics Park Kansas City (LPKC) Fifth Plat Generally Located North of 187th Street Between Kill Creek Road and Waverly Road, Edgerton, Kansas.

Enclosed:

- Revised Final Plat received March 18, 2022.
- Staff Report from December 14, 2021 Planning Commission including Final Plat Application FP2021-03.
- Excerpt of December 14, 2021 Planning Commission Meeting Draft Minutes – Preliminary and Final Plat – LPKC Fifth Plat Only

Prepared by: Beth Linn, City Administrator

FINAL PLAT OF

LOGISTICS PARK KANSAS CITY FIFTH PLAT

Lot 1

A subdivision in the Southeast quarter and Northeast quarter of Section 34, Township 14 South, Range 22 East in the city of Edgerton, Johnson County, Kansas

LOCATION MAP

LAT: 38° 47' 24.4"N LONG: 94° 56' 54.4"W



DEDICATION

The undersigned proprietor of the above described tract of land has caused the same to be subdivided in the manner as shown on the accompanying plat, which subdivision and plat shall hereafter be known as "LOGISTICS PARK KANSAS CITY FIFTH PLAT".

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

An easement or license to enter upon, locate, construct, use and maintain or authorize the location, construction or maintenance and use of conduits, water, gas, sewer pipes, poles, wires, drainage facilities, irrigation systems, ducts and cables, and similar facilities, upon, over and under these areas outlined and designated on this plat as "Utility Easement" or "U/E" 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 easements shall be kept clear of obstructions that impair the strength or interfere with the use and/or maintenance of public utilities located within the easement.

An easement or license to enter upon, locate, construct, use and maintain or authorize the location, construction, maintenance or use of conduits, surface drainage facilities, subsurface drainage facilities, and similar facilities, upon, over, under and through those areas outlined and designated on this plat as "Drainage Easement" or "D/E" is hereby granted to the City of Edgerton, Kansas. Drainage easements shall be kept clear of obstructions that impair the strength or interfere with the use and/or maintenance of storm drainage facilities.

Areas designated on the accompanying plat as "pedestrian access easement" are hereby dedicated to the public for the purpose of pedestrian access (P/E). No fence, wall, planting, structure or other obstruction may be placed or maintained in said P/E without approval of said City Community Development Director of the City of Edgerton, Kansas.

CONSENT TO LEVY

The undersigned proprietor of the above described tract of land hereby consents and agrees that the Board of County Commissioners and the City of Edgerton, Johnson County, Kansas, shall have the power to release such land proposed to be dedicated for the public use from the lien and effect of any special assessments, and that the amount of unpaid special assessments on such land dedicated, shall become and remain a lien on this land fronting and abutting on such dedicated public way or thoroughfare.

EXECUTION

IN TESTIMONY WHEREOF, the undersigned proprietor has caused this instrument to be executed this _____ day of _____, 20___.

T.B.D.

_____
Nathaniel Hagedorn, Managing Member

STATE OF KANSAS §
COUNTY OF JOHNSON §

BE IT REMEMBERED, that on this _____ day of _____, 20___, before me a Notary Public in and for said County and State, came Nathaniel Hagedorn, Managing Member of ELHC V, LLC, who is personally known to me to be the same person who executed the foregoing instrument of writing on behalf of said corporation, and he duly acknowledged the execution of the same to be the act and deed of said corporation.

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

_____ _____ My Appointment expires: _____
Notary Public

APPROVALS

APPROVED by the Planning Commission of the City of Edgerton, Johnson County, Kansas, on this _____ day of _____, 20___.

_____ _____
John Daley, Chairperson — Jeremy Little, Secretary

APPROVED by the Governing Body of the City of Edgerton, Johnson County, Kansas on this _____ day of _____, 20___.

_____ _____
Donald Roberts, Mayor — Alexandria Clower, City Clerk

APPROVED by the Zoning Administrator on this _____ day of _____, 20___.

_____
Katy Crow, Zoning Administrator

LOT INFORMATION					
LOT NO.	LOT AREA	FRONT SETBACK	SIDE SETBACK	REAR SETBACK	BUILDING ENVELOPE
1	1,327,700 SF 30.481 Acres	50'	25'	25'	1,093,400 SF 25.101 Acres
ROW	0 SF 0 Acres				

LEGAL DESCRIPTION

All that part of the Southeast quarter and Northeast quarter of Section 34, Township 14 South, Range 22 East in the city of Edgerton, Johnson County, Kansas, being more particularly described as follows:

Commencing at the quarter corner common to said Section 34 and Section 35 of the fore mentioned Township and Range, said point being monumented by a 2.5 inch aluminum disc; Thence South 01° 56' 05" East, along the East line of Section 34, a distance of 110.01 feet to a prolongation of the North right of way on West 187th/ Street;

Thence South 85° 36' 31" West, a distance of 50.05 feet to the West right of way line of Waverly Road and a 5/8ths inch bar set for the POINT OF BEGINNING;

Thence South 85° 36' 31" West along the North right of way line of West 187th/ Street, a distance of 1591.64 feet to a 5/8ths inch bar set and the beginning of a curve tangent to said line;

Thence westerly a distance of 82.25 feet along the curve concave to the north, having a radius of 990.00 feet and a central angle of 04° 45' 37" to a 5/8ths inch bar set;

Thence North 89° 37' 54" West, a distance of 49.78 feet to the beginning of a curve tangent to said line and a 5/8ths inch bar set;

Thence westerly a distance of 107.31 feet along the curve concave to the south, having a radius of 1291.69 feet and a central angle of 04° 45' 36" to a point of compound curvature to a 5/8ths inch bar set;

Thence westerly a distance of 116.60 feet along the arc of said curve concave to the southeast having a radius of 100.00 feet and a central angle of 66° 48' 24" to a 5/8ths inch bar set;

Thence South 02° 16' 39" East, a distance of 109.90 feet to a 5/8ths inch bar set;

Thence South 85° 38' 38" West, a distance of 350.82 feet to a 5/8ths inch bar set;

Thence North 53° 52' 24" East, a distance of 671.87 feet to the east-west centerline of Section 34;

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Note: This description was written in the performance of a survey by Tobin R. Roberts, Kansas PLS 1339, in October of 2021. All bearings are referenced to Kansas State Plane Grid North.

Closure Note: This description closes to 1 part in 967, 000 feet with an error of 0.007'

SURVEY NOTES:

1. This property may be subject to charges related to impact fees, and the applicant should contact the City regarding any applicable fees due.
2. All monuments set are 1/2" by 24" rebar with stamped plastic ID caps noting the firm registration number.
3. Bearings and the coordinate system based on the Kansas Coordinate System of 1983, North Central Zone (1501), North American Datum of 1983.
4. The entirety of this property lies in an "Area of Minimal Flood Hazard" per FEMA Map 20091C0119G, effective on 08/03/2009. No floodplain restrictions apply.
5. All instruments listed herein were recorded in the official public records of Johnson County, Kansas unless otherwise noted.
6. Visibility triangles shall be provided at the intersections of all public and private streets in accordance with City Ordinances. All landscaping within the visibility triangles shall comply with the visibility triangle ordinance.
7. The following recorded subdivision plats were used in the performance of this survey:
   - The subdivision of Logistics Park Kansas City Third Plat, recorded at Bk. 201704, Pg. 6493
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8. Right of way of Kill Creek Road and the western portion of 187th Street were dedicated by the LPKC Third Plat. Right of way for the eastern portion of 187th Street was dedicated by LPKC Fourth Plat.
9. This plat is based on a boundary survey performed by this surveyor and meets or exceeds state and local accuracy standards (1 part in 10,000 plus 0.10').

SURVEYOR'S CERTIFICATE:

STATE OF KANSAS §
COUNTY OF JOHNSON §

THIS is to certify that I, Tobin R. Roberts, a Registered Professional Land Surveyor of the State of Kansas, have platted the above subdivision from an actual survey on the ground, and this plat correctly represents that survey made by me or under my direction and supervision.

TOBIN R. ROBERTS REGISTERED LS-1339 KANSAS LAND SURVEYOR

_____
Tobin R. Roberts — February 16, 2022
LS Number 1339

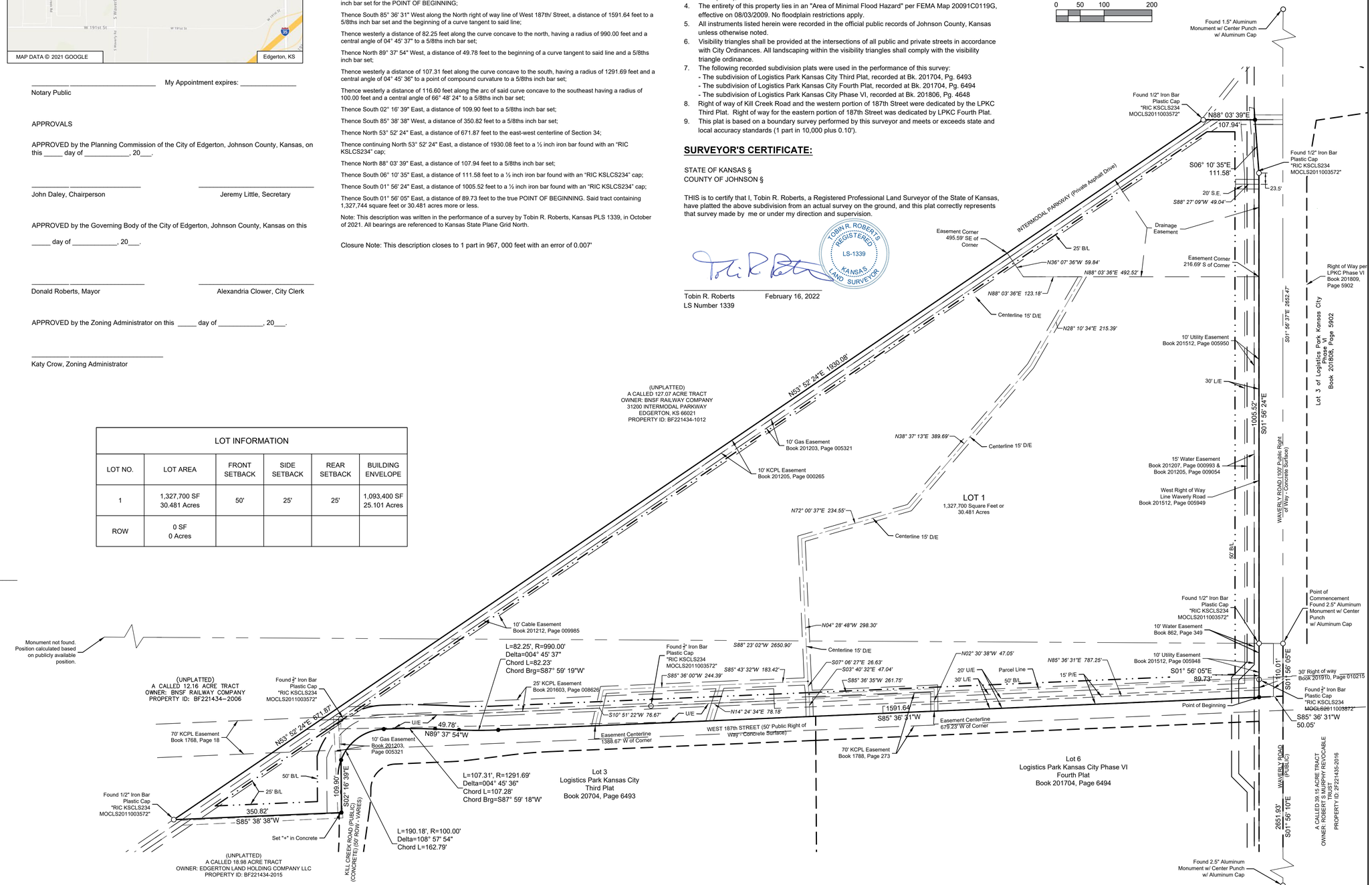
Kansas State Plane, Grid North

Legend:

- ○ Property Corner Monument Found
- ● 5/8" x 24" Iron Bar w/ ID Cap Set
- D/E Drainage Easement
- P/E Pedestrian Access Easement
- L/E Landscape Easement
- U/E Utility Easement
- B/L Building Setback Line

SCALE: 1" = 100'

0 50 100 200



Project No.: IN 0294
Date: 2021.12.22

Sheet 1 of 1

SITEPOINT
A Division of NorthPoint Development
Certificate of Authority LS-354
4825 NW 41st Street, Suite 500
Riverside, MO 64150
816.888.7380
sitepoint@northpointkc.com

LOGISTICS PARK KANSAS CITY (LPKC) FIFTH PLAT

Application FP2021-03
North of 187th Street Between Kill Creek Road and Waverly Road

QUICK FACTS

PROJECT SUMMARY AND REQUESTED APPROVALS

The Applicant is requesting approval of a Final Plat combining three parcels located north of 187th Street between Kill Creek Road and Waverly Road.

Owner and Applicant

NorthPoint Development, LLC represented by Aaron Burks, Agent and Property Owner

Zoning and Land Use

L-P (Logistics Park) which has been developed for stormwater detention.

Legal Description

The SE ¼ and NE ¼ of Section 34, Township 14 S, Range 22 E, in the City of Edgerton, Johnson County, Kansas; please see attached application for complete Legal Description

Parcel Size

30.481 acres

Staff Report Prepared by

Chris Clinton



BACKGROUND

Subject Site

The proposed parcel is located within the Bull Creek watershed and the existing parcels being combined were annexed into the City of Edgerton on March 25, 2010.

Utilities and service providers:

a. Water Service Provider - Johnson County Rural Water District #7.
b. Sanitary Sewer - City of Edgerton.
c. Electrical Service - Evergy.
d. Gas Service – Kansas Gas Service.
e. Police protection is provided by the City of Edgerton through the Johnson County Sheriff's Office.
f. Fire protection is provided by Johnson County Fire District #1.

Site History and Past Approvals

The parcels were rezoned from Johnson County *RUR* to City of Edgerton *L-P, Logistic Park* on July 12, 2012.

On January 14, 2014, the City of Edgerton Planning Commission approved Application FS-12-19-2013, the Final Site Plan for Inland Port IV. That Final Site Plan shows a portion of these parcels being used as stormwater detention for that warehouse project. This was discussed with the current Developer and they are planning to account for the existing detention area with a larger proposed detention area. The stormwater management study has not yet been finalized but the City Engineer will review to confirm the design is adequate for both projects.

Proposed Use

The applicant has proposed combing the three (3) parcels, into 1 lot. This Final Plat request is being made in preparation for future development of a cargo container storage facility.

There is no current access to this parcel by any private drives. However, the proposed newly created parcel is adjacent to both Waverly Road and 187th Street. Site access will be discussed at the Site Plan phase of development.

Project Timeline

- Application submitted to the City: October 29, 2021

FINAL PLAT REVIEW

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

Final Plat. Required Contents

1. The instrument of survey which shows the point of beginning, corners, bearings, courses, distances, exterior boundaries, interior lot boundaries, abandoned lot lines, pins, monuments found or set. All P.I.'s corners, boundaries must be monumented with a 2" x 24" metal bar.
    a. *Once the plat has been recorded, the monuments need to be confirmed as set.*

    The Applicant has stated a 5/8 inch by twenty-four (24) inch bar will be set upon approval and prior to recording of the plat.
2. All easements with widths, and roads with curve data.
    a. *The City Engineer has indicated that additional easement will be needed for the proposed sanitary sewer and has provided additional comments on Site Plan Application FS2021-11.*
    b. *The City Engineer noted the drainage easement is located within an Evergy easement. It should be confirmed by the applicant either that an encroachment agreement is not necessary or if one is necessary, the applicant should provide a completed signed copy of that agreement.*
    c. *The plat should be reviewed by the utility providers to determine if additional utility easement is necessary.*

    Update Final Plat.
3. Certificate of the Register of Deeds.
    a. *The County will add their information when the Final Plat is recorded.*

    Applicant Acknowledges.

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 FP2021-03	10/29/2021
1	Final Plat	11/30/2021

STAFF RECOMMENDATION

City Staff recommends approval of Preliminary Plat **Application FP2021-03** for *LPKC Fifth Plat*, subject to the following stipulations:

1. The commencement of any improvements shall not occur prior to the approval and endorsement of the Final Plat by the Governing Body and the submittal and approval of construction plans for all streets, sidewalks, storm water sewers, sanitary sewers, and water mains contained within the Final Plat. The property owner and/or developer shall work with City Staff to determine the best possible placement for a storm water easement and shall dedicated said storm water easement on the submitted Final Plat.
2. The applicant shall meet all requirements of Recording a Final Plat as defined in Section 13.5 of the Edgerton Unified Development Code (UDC).
3. The applicant shall meet all requirements of Financial Assurances as defined in Section 13.7 of the Edgerton UDC.
4. All City Engineer comments related to the Stormwater Management Plan must be addressed.
5. All Final Plat requirements of the City listed above shall be met or addressed prior to recording of the Plat.
6. If the Final Plat is not recorded with the Johnson County Register of Deeds within one year after acceptance by the Governing Body, the plat will expire. Planning Commission re-approval and Governing Body re-acceptance is required for expired Final Plats.

Note: For Application FP2021-03 the Planning Commission will be recommending either approval or denial of the application to the Governing Body. If the Planning Commission recommends approval, the Final Plat will be presented to the Governing Body on January 13, 2022, subject to the applicant making the necessary corrections in a timely manner.

EDGERTON
global routes. local roots.

Final Plat Application

☒ INITIAL SUBMISSION ☐ RE-REVIEW

NAME OF PROPOSED SUBDIVISION: LOGISTICS PARK KANSAS CITY FIFTH PLAT

LOCATION OR ADDRESS OF SUBJECT PROPERTY: NW corner of 187th St and Waverly Ave

LEGAL DESCRIPTION: See attached

CURRENT ZONING ON SUBJECT PROPERTY: L-P CURRENT LAND USE: Vacant

TOTAL AREA: 30.48 Acres NUMBER OF LOTS: 1 AVG. LOT SIZE: _____ Sq. Ft.

DEVELOPER'S NAME(S): Aaron Burks PHONE: 816-888-7380

COMPANY: NorthPoint Development, LLC FAX: _____

MAILING ADDRESS: 4825 NW 41st Street Riverside MO 64150
Street City State Zip

PROPERTY OWNER'S NAME(S): Edgerton Land Holding Company, LLC PHONE: 816-888-7380

COMPANY: Edgerton Land Holding Company, LLC FAX: _____

MAILING ADDRESS: 4825 NW 41st Street Riverside MO 64150
Street City State Zip

ENGINEER'S NAME(S): Melissa DeGonia PHONE: 816-888-7380

COMPANY: SitePoint, LLC FAX: _____

MAILING ADDRESS: 4825 NW 41st Street Riverside MO 64150
Street City State Zip

SIGNATURE OF OWNER OR AGENT: Aaron J Burks
If not signed by owner, authorization of agent must accompany this application.

NOTE: Ten (10) copies of the proposed preliminary plat must accompany this application for staff review. One (1) reduced copy (8 ½ x 11) must also be submitted with the application.

FOR OFFICE USE ONLY

Application No.: FP2021-03 Application Fee Paid: $ 310 Date Fee Paid: 11-9-21 Receipt # 62133

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

Received By: Christopher Clinton

Surveyed Description

All that part of the Southeast quarter and Northeast quarter of Section 34, Township 14 South, Range 22 East in the city of Edgerton, Johnson County, Kansas, being more particularly described as follows:

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EXECUTION

IN TESTIMONY WHEREOF, the undersigned proprietor has caused this instrument to be executed this

____ day of _____, 20___.

ELHC V, LLC

_____

Nathaniel Hagedorn, Managing Member

STATE OF KANSAS §
COUNTY OF JOHNSON §

BE IT REMEMBERED, that on this ____ day of _____ 20___, before me a Notary Public in and for said County and State, came Nathaniel Hagedorn, Managing Member of ELHC V, LLC, who is personally known to me to be the same person who executed the foregoing instrument of writing on behalf of said corporation, and he duly acknowledged the execution of the same to be the act and deed of said corporation.

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

_____ My Appointment Expires:_____
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_____ _____
John Daley, Chairperson Jeremy Little, Secretary

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_____ _____
Donald Roberts, Mayor Alexandria Clower, City Clerk

APPROVED by the Zoning Administrator on this ____ day of _____, 20___.

_____
Kelly Crow, Zoning Administrator

Project No.: IN 0294
Date: 2021.11.30

Sheet 1 of 1

SITEPOINT
A Division of NorthPoint Development

Certificate of Authority LS-354
4825 NW 41st Street, Suite 500
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816.888.7380
sitepoint@northpointkc.com

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STATE OF KANSAS §
COUNTY OF JOHNSON §

THIS is to certify that I, Tobin R. Roberts, a Registered Professional Land Surveyor of the State of Kansas, have platted the above subdivision from an actual survey on the ground, and this plat correctly represents that survey made by me or under my direction and supervision.

_____ November 30, 2021
Tobin R. Roberts
LS Number 1339

LOT INFORMATION					
LOT NO.	LOT AREA	FRONT SETBACK	SIDE SETBACK	REAR SETBACK	BUILDING ENVELOPE
1	1,327,700 SF 30.481 Acres	50'	25'	25'	1,093,400 SF 25.101 Acres
ROW	0 SF 0 Acres				

Kansas State Plane, Grid North

Legend:

- Property Corner Monument Found
- 5/8" x 24" Iron Bar w/ ID Cap Set
- D/E Drainage Easement
- P/E Pedestrian Access Easement
- L/E Landscape Easement
- U/E Utility Easement
- B/L Building Setback Line

SCALE: 1" = 100'

0 50 100 200

EDGERTON CITY HALL
PLANNING COMMISSION MEETING
December 14, 2021

A regular session of the Edgerton Planning Commission (the Commission) was held in the Edgerton City Hall, 404 E. Nelson Edgerton, Kansas on December 14, 2021. The meeting convened when Chairperson John Daley called the meeting to order at 7:00 PM.

1. ROLL CALL

Jeremy Little	absent
Charlie Crooks	present
Tim Berger	absent
Deb Lebakken	present
John Daley	present

With a quorum present, the meeting commenced.

Staff in attendance: Katy Crow, Development Services Director
Beth Linn, City Administrator

2. WELCOME. Chairperson Daley welcomed all in attendance to the meeting.

3. PLEDGE OF ALLEGIANCE. All present participated in the Pledge of Allegiance.

CONSENT AGENDA

4. Approve Minutes from the November 9, 2021 Planning Commission Meeting.

Commissioner Lebakken moved to approve the consent agenda. Commissioner Crooks seconded the motion. The consent agenda was approved, 3-0.

REGULAR AGENDA

5. DECLARATION. The Commissioners did not have anything to declare at this time.

BUSINESS REQUIRING ACTION

Chairman Daley stated during the remainder of this meeting, there will be four public hearings for new items and an opportunity to hear public comment and concerns regarding that specific item. He stated the applicant will be allowed to present their information in order for this commission to either approve that item or make a recommendation to the Governing Body, if so warranted.

He stated anyone wanting to speak during the public comments portion of tonight's meeting will be able to do so. He stated persons will be asked to sign in and provide their name and address for the record, speakers will be limited to 3 minutes each.

He stated comments must pertain to the specific item in which the public hearing is being held.

He stated as the chairman of this body, he reserves the right to modify these procedures as needed to conduct an orderly and efficient meeting.

NEW BUSINESS

6. HOLD A PUBLIC HEARING TO CONSIDER APPLICATION PP2021-05 FOR A PRELIMINARY PLAT FOR JB HUNT TRANSPORT, INC. LOCATED AT 30650 W. 191st STREET (NORTHEAST CORNER OF 191ST STREET AND MONTROSE STREET)

Chairman Daley opened the Public Hearing at 7:01 PM.

Ms. Katy Crow, Development Services Director, presented the application using information from the Staff Report provided in the Planning Commission packet. The applicant has been provided with the Staff Report comments and stipulations required for approval. She stated Zach Fletcher is present to represent the applicant.

With no comments made from the applicant or persons in the audience, Chairman Daley then closed the Public Hearing at 7:06 PM.

7. CONSIDER APPLICATION PP2021-05 FOR A PRELIMINARY PLAT FOR JB HUNT TRANSPORT, INC. LOCATED AT 30650 W. 191st STREET (NORTHEAST CORNER OF 191ST STREET AND MONTROSE STREET)

Chairman Daley stated with the conclusion of the discussion on this item, the Commission will now vote on Application PP2021-05, Preliminary Plat for JB Hunt Transport, Inc.

He asked for a motion to recommend approval, denial, or the continuance of PP2021-05.

Commissioner Crooks made motion to approve the application, seconded by Commissioner Lebakken. The Application was approved, 3-0.

8. CONSIDER APPLICATION FP2021-04 FOR A FINAL PLAT FOR JB HUNT TRANSPORT, INC. LOCATED AT THE 30650 W. 191st STREET (NORTHEAST CORNER OF 191ST STREET AND MONTROSE STREET)

Ms. Crow presented the information for FP2021-04, using information from the Staff Report provided in the Planning Commission packet.

There were no questions or comments from the Commissioners.

Commissioner Crooks made motion to approve the application, seconded by Commissioner Lebakken. The Application was approved, 3-0.

9. HOLD A PUBLIC HEARING TO CONSIDER APPLICATION PP2021-04 FOR A PRELIMINARY PLAT FOR LOGISTICS PARK KANSAS CITY FIFTH PLAT LOCATED NORTH OF 187TH STREET BETWEEN KILL CREEK ROAD AND WAVERLY ROAD

Chairman Daley opened the Public Hearing at 7:12 PM.

Ms. Crow presented the application using the Staff Report information provided in the Planning Commission packet. She stated Aaron Burks and Melissa DeGonia from NorthPoint, were in attendance

to represent the applicant. Upon conclusion of Ms. Crow's presentation, Mr. Burks stated that this parcel is the triangle shaped piece of ground as shown on the map, south and directly adjacent to the BNSF Intermodal Maintenance Facility in the heart of LPKC.

Commissioner Lebakken asked what restrictive covenant is.

Ms. Crow responded that it is a stipulation that runs with the ground and thus must be shown on the Plat document. It is most commonly seen in residential developments which have an HOA in place. It can also be seen in commercial strip malls pertaining to common area maintenance. There will be none on this property.

Commissioner Crooks asked if the containers will be stacked on the ground.

Chairman Daley stated that those details will be discussed during review of the Site Plan.

With no further questions or comments, Chairman Daley closed the Public Hearing at 7:17 PM.

10. CONSIDER APPLICATION PP2021-04 FOR A PRELIMINARY PLAT FOR LOGISTICS PARK KANSAS CITY FIFTH PLAT LOCATED NORTH OF 187TH STREET BETWEEN KILL CREEK ROAD AND WAVERLY ROAD

Chairman Daley stated with the conclusion of the discussion on this item, the commission will now vote on Application PP2021-04, Preliminary Plat for LPKC Fifth Plat.

He asked for a motion to recommend approval, denial, or the continuance of PP2021-04.

Commissioner Lebakken made motion to approve the application with stipulations as listed in the Planning Commission packet, seconded by Commissioner Crooks. The Application was approved, 3-0.

11. CONSIDER APPLICATION FP2021-03 FOR A FINAL PLAT FOR LOGISTICS PARK KANSAS CITY FIFTH PLAT LOCATED NORTH OF 187TH STREET BETWEEN KILL CREEK ROAD AND WAVERLY ROAD

Ms. Crow presented the application using information from the Staff Report provided in the Planning Commission packet. She reminded the Commission that while the date indicated in the Staff Report for the item to be heard at the City Council meeting is January 13, 2022, the actual date can vary based upon the timeliness of the applicant's response to stipulations required on the submittal.

There were no comments made by the applicant.

There were no questions or comments made by the Commissioners.

Commissioner Crooks made motion to approve the application with stipulations as listed in the Planning Commission packet, seconded by Commissioner Lebakken. The Application was approved, 3-0.

12. HOLD A PUBLIC HEARING TO CONSIDER APPLICATION FS2021-11 FOR A FINAL SITE PLAN FOR LOGISTICS PARK KANSAS CITY FIFTH PLAT LOCATED NORTH OF 187TH

STREET BETWEEN KILL CREEK ROAD AND WAVERLY ROAD

Chairman Daley opened the Public Hearing at 7:25 PM.

Ms. Katy Crow presented the application using information from the Staff Report provided in the Planning Commission packet.

She stated the proposed use of the facility will be a cargo container storage lot. There will be a proposed maintenance facility near the southeast corner of the parcel and just to the west of the maintenance facility, is a 'pre-tripping' area where containers will be rinsed and prepped for the storage yard.

Ms. Crow referenced the packet, noting Article 10, Section 10.1, of the Unified Development Code (UDC) related to contents of Site Plan drawings. The City Engineer has indicated that the proposed access points will require reconstruction of the existing sidewalks. She also noted that the applicant has stated a photometric plan will be provided when available. She stated this submittal will be required prior to issuance of a building permit, once received, city staff will review the plan to ensure it complies with the UDC. She noted additional easements will be needed for the proposed public sanitary sewer line, these are being reviewed.

Ms. Crow also referenced Article 5, Section 5.2 of the UDC related to Logistics Park zoning designations. She noted it is required that all rooftop units must be completely screened from view, typically handled with fencing of some kind. This includes HVAC units. All operations must be fully screened from view including trash enclosures. The applicant has noted the project will include vinyl coated chain link fencing around the perimeter of the project with solid vinyl fencing around the 'pre-tripping' area to fully screen it from view. The building is in compliance with the UDC and the applicant is required to move the landscaping to the top of the berms. There are shrubs missing from the landscape plan but the applicant has agreed to add them.

Ms. Crow stated staff recommends approval of this application with the stipulations as listed in the packet.

Mr. Burks with NorthPoint Development stated that the applicant agrees to comply with all stipulations listed. He noted that operations on this parcel will have 5 main functions - to the east, container storage, to the west, wheeled container storage, a 'pre-tripping' area and maintenance area for the containers, and it will also include a space for a shop with an office and a specific inspection station with canopy.

Commissioner Crooks asked why they want to locate the facility here.

Mr. Burks stated because of the general need of container storage in the Logistics Park. When containers arrive on the trains, they have to be unloaded and moved out of the BNSF facility. More storage area for containers is needed as containers are a by-product of intermodal operations. He stated roughly 200 containers a week are needed to ship agricultural products and they must have a place to store the empty containers. This location is ideal due to it being surrounded by industrial development.

Commissioner Crooks asked if there would be traffic going out of the intermodal.

Mr. Burks stated there will still be traffic. He stated it is possible that in the long term it may be possible to access BNSF property directly, and an option for this has been taken into consideration in the plan submitted. He stated NorthPoint executed this exact plan in Alliance, TX, and it does take a long time to work out the details with BNSF.

Chairman Daley asked about plans for a detention basin. Mr. Burks stated there is an existing detention basin for IP5 and can be adjusted in their design to meet City Engineer requirements.

Chairman Daley asked how many containers would be stored at the facility. Mr. Burks stated that the exact number of containers that will be located at this project is unknown. Ms. Crow stated that for cargo container storage operations it is really about setbacks discussed in conditional use permit which limit the storage area. Stacking is limited in height as well.

Ms. Crow also stated that it has not yet been determined if the pre-tripping area drainage will be connected to the sanitary or stormwater system. Ms. DeGonia stated that NorthPoint is still working with KDHE to determine what will be allowed. The plan is for a drain to be installed that would trap anything that floats from entering the system. Mr. Burks stated that the 'pre-tripping' area will only be for refrigerated containers not standard, regular containers. The proposed tenant has strict policies for 'pre-tripping' inspections.

Chairman Daley stated he would assume there will be no gravel. Ms. Crow confirmed that all surfaces will be paved. Mr. Burks stated internal roadways are connected with asphalt.

Commissioner Crooks asked if the lifts are diesel or electric, is there an underground tank.

Mr. Burks stated yes, there is an underground fuel tank. He stated it is diesel for the hausler (yard) trucks. He stated he's pretty sure the container lifts are also diesel.

Chairman Daley asked if UPS had hidden their pumps. Ms. Crow stated UPS has an above ground tank fueling operations but regulations now require all tanks to be underground.

Chairman Daley asked what the plans are for the southwest corner. Mr. Burks stated currently, no work is planned for the parcel, but will still be combined. It will be left as grass area.

With no further questions or comments, Chairman Daley then closed the Public Hearing at 7:50 PM.

13. CONSIDER APPLICATION FS2021-11 FOR A FINAL SITE PLAN FOR LOGISTICS PARK KANSAS CITY FIFTH PLAT LOCATED NORTH OF 187TH STREET BETWEEN KILL CREEK ROAD AND WAVERLY ROAD

Chairman Daley stated with the conclusion of the discussion on this item, the commission will now vote on Application FS2021-11, Final Site Plan for LPKC Fifth Plat.

He asked for a motion to recommend approval, denial, or the continuance of FS2021-11.

Commissioner Crooks made motion to approve the application with stipulations as listed in the Planning Commission packet, seconded by Commissioner Lebakken. The Application was approved, 3-0.

14. HOLD A PUBLIC HEARING TO CONSIDER CONDITIONAL USE PERMIT APPLICATION CU2021-04 FOR LOGISTICS PARK KANSAS CITY FIFTH PLAT CARGO CONTAINER STORAGE LOT LOCATED NORTH OF 187TH STREET BETWEEN KILL CREEK ROAD AND WAVERLY ROAD

Chairman Daley opened the Public Hearing at 7:52 PM.

Ms. Crow presented the application using information from the Staff Report provided in the Planning Commission packet.

Mr. Burks stated the applicant has no comment on this item other than that they are in agreement with all comments and stipulations provided by staff.

There were no public comments made.

Commissioner Lebakken asked if any traffic from the project will be using Waverly Road to 56 Highway. Mayor Roberts stated he has the same concern and has had numerous conversations with Johnson County about that particular roadway. Commissioner Lebakken asked if the road was in the county. Mayor stated that from the mainline (train tracks) to 56 is in the County. Chairman Daley asked if trucks still drive on it. Ms. Linn stated that there is infrastructure in place for trucks to use in the Logistics Park. Mayor Roberts stated the intent is to get rail served development in the area.

With no further questions or comments, Chairman Daley closed the Public Hearing at 8:05 PM.

15. CONSIDER CONDITIONAL USE PERMIT APPLICATION CU2021-04 FOR LOGISTICS PARK KANSAS CITY FIFTH PLAT CARGO CONTAINER STORAGE LOT LOCATED NORTH OF 187TH STREET BETWEEN KILL CREEK ROAD AND WAVERLY ROAD

Chairman Daley stated with the conclusion of the discussion on this item, the commission will now vote on Application CU2021-04, Conditional Use Permit for LPKC Fifth Plat Cargo Container Storage Lot.

He asked for a motion to recommend approval, denial, or the continuance of CU2021-04.

Commissioner Lebakken made motion to approve the application with stipulations as listed in the Planning Commission packet, seconded by Commissioner Crooks. The Application was approved, 3-0.

16. FUTURE MEETING

Chairman Daley stated having no further items on the agenda, please note that the next regular session of the Planning Commission is scheduled for January 11, 2022 at 7:00 PM.

17. ADJOURNMENT

Chairman Daley asked for a motion to adjourn the meeting.

Commissioner Lebakken motioned to adjourn the meeting. Commissioner Crooks seconded the motion. The motion was approved, 3-0. The meeting was adjourned at 8:07 PM.

Submitted by Beth Linn, City Administrator.

From: Jenkins, Annette <Annette.Jenkins@jll.com>
Sent: Thursday, September 1, 2022 9:17 AM
To: Chris Clinton
Cc: Aaron Burks; Stall, Alex; Alexander, Julie; Krueger, Shane; Travis Rudisill
Subject: 22W-13177 ELHC CY LLC
Attachments: 22W-13177 Exb A.pdf

Importance: High

Chris,

This is to confirm BNSF has approved the proposed plans from ELHC CY, LLC to install a 48" stormwater line. For your reference I have attached a copy of the Exhibit A reflecting the proposed location of their line.

Both parties have agreed to commingle the storm water associated with Project Door.

Please feel free to reach out to me with any questions.

Thank you.

Effective July 25, 2022, I have a new business address – please see my signature block. All mail sent to my attention should be sent to the new address
*****BNSF has switched to an on-line application process with on-line credit card payments. The website is** https://bnsf.railpermitting.com.*******

Thank you – stay safe and healthy!
Annette Jenkins
Senior Manager Permits for Arkansas, Kansas & Missouri
2650 Lou Menk Drive – MOB1
Fort Worth, TX 76131
tel 1+8172302600 direct 1+8172302627
annette.jenkins@am.jll.com
www.joneslanglasalle.com
https://bnsf.railpermitting.com



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COORDINATE SYSTEM: KS_N

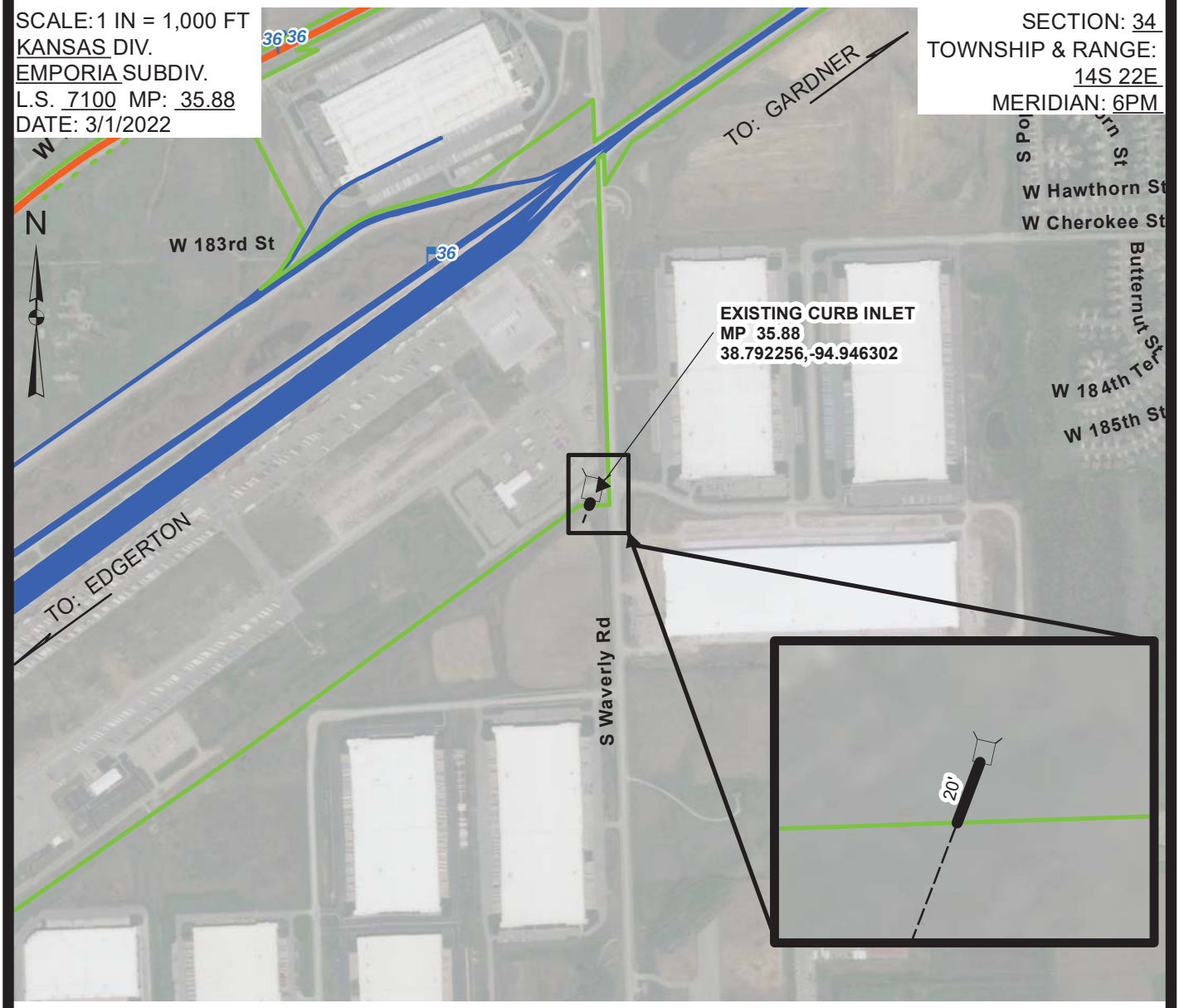
TRACKING NO. 22W-13177

MAP REF. 110412

EXHIBIT "A"

SCALE: 1 IN = 1,000 FT
KANSAS DIV.
EMPORIA SUBDIV.
L.S. 7100 MP: 35.88
DATE: 3/1/2022

SECTION: 34
TOWNSHIP & RANGE: 14S 22E
MERIDIAN: 6PM



DESCRIPTION OF PIPELINE
PIPELINE SHOWN BOLD

	CARRIER PIPE	CASING PIPE
SIZE:	48"	-
CONTENTS:	STORMWATER	
PIPE MATERIAL:	HDPE	-
SPECIFICATIONS / GRADE:	ASTM F2648	-
WALL THICKNESS:	3"	-
COATING:	-	-

	CARRIER PIPE	CASING PIPE
LENGTH ON R/W:	20'	-
WORKING PRESSURE:	0 PSI	
BURY: BASE/RAIL TO TOP OF CASING	-	
BURY: NATURAL GROUND	18'	
BURY: ROADWAY DITCHES	18'	
CATHODIC PROTECTION	-	

VENTS: NUMBER - SIZE - HEIGHT OF VENT ABOVE GROUND -
NOTE: CARRIER TO BE INSTALLED BY OPEN TRENCH

EDGERTON
COUNTY OF JOHNSON

STATE OF KS

BAL

DRAWING NO. 83993

EDGERTON
global routes. local roots.

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

City Council Action Item

Council Meeting Date: September 8, 2022

Department: Administration

Agenda Item: Consider an Agreement with Varney & Associates, CPAs, LLC, to Prepare the City's Financial Audit for Fiscal Years 2022

Background/Description of Item:

In 2021, City Staff conducted a Request for Proposals (RFP) for Audit Services. The City of Edgerton selected Varney & Associates, CPAs, LLC, to perform the annual audit of the City's financial statements. In September 2021, Council approved a three-year agreement with Varney & Associates to audit the financial statements for fiscal years 2021, 2022 and 2023 for a flat fee per year of $8,800. Attached is the engagement letter for the 2022 audit. The Audit Fee was included in the 2023 Budget.

The engagement letter has been reviewed and approved by City Attorney.

Related Ordinance(s) or Statue(s): K.S.A. 44-1030

Funding Source: General Fund, Water Fund, Sewer Fund

Budget Allocated: $9,000 divided between the General Fund, Water Fund and Sewer Fund.

Finance Director Approval: x Karen E. Kindle
Karen Kindle, Finance Director

Recommendation: Approve the Engagement Letter with Varney & Associates, CPAs, LLC, to prepare the City's Financial Audit for Fiscal Year 2022.

Enclosed: 2022 Engagement Letter with Varney & Associates, CPAs, LLC

Prepared by: Justin Vermillion, Accountant

August 29, 2022

City of Edgerton, Kansas
PO Box 255
Edgerton, KS 66021

You have requested that we audit the fund summary statement of receipts, expenditures and unencumbered cash balances – regulatory basis of City of Edgerton, Kansas, as of and for the years ended December 31, 2022, and the related notes to the financial statement. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter.

Supplementary information other than RSI will accompany City of Edgerton, Kansas's financial statement. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statement and perform certain additional procedures, including comparing and reconciling the supplementary information to the underlying accounting and other records used to prepare the financial statement or to the financial statement itself, and additional procedures in accordance with auditing standards generally accepted in the United States of America (U.S. GAAS) and Kansas Municipal Audit and Accounting Guide (KMAAG). We intend to provide an opinion on the following supplementary information in relation to the financial statement as a whole:

- Summary of Expenditures – Actual and Budget
- Schedule of Receipts and Expenditures – Actual and Budget

Auditor Responsibilities
We will conduct our audit in accordance with U.S. GAAS and KMAAG. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statement is free from material misstatement. An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statement. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statement, whether due to fraud or error, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements.

An audit also includes evaluating the appropriateness of accounting policies used, and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statement. If appropriate, our procedures will therefore include tests of documentary evidence that support the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of cash, investments, and certain other assets and liabilities by correspondence with creditors and financial institutions. As part of our audit process, we will request written representations from your attorneys, and they may bill you for responding. At the conclusion of our audit, we will also request certain written representations from you about the financial statement and related matters.

Auditor Responsibilities (Continued)
Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements (whether caused by errors, fraudulent financial reporting, misappropriation of assets, or violations of laws or governmental regulations) may not be detected exists, even though the audit is properly planned and performed in accordance with U.S. GAAS and KMAAG.

In making our risk assessments, we consider internal control relevant to the entity's preparation and fair presentation of the financial statement in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statement that we have identified during the audit. Our responsibility as auditors is, of course, limited to the period covered by our audit and does not extend to any other periods.

We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinion on the financial statement is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

Compliance with Laws and Regulations
As previously discussed, as part of obtaining reasonable assurance about whether the financial statement is free of material misstatement, we will perform tests of City of Edgerton, Kansas's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

Management Responsibilities
Our audit will be conducted on the basis that management and, when appropriate, those charged with governance acknowledge and understand that they have responsibility:

a. For the preparation and fair presentation of the financial statement in accordance with KMAAG, a regulatory basis of accounting;
b. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statement that is free from material misstatement, whether due to error, fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements; and
c. To provide us with:
    i. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statement such as records, documentation, and other matters;
    ii. Additional information that we may request from management for the purpose of the audit; and
    iii. Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.
d. For including the auditor's report in any document containing the financial statement that indicates that the financial statement has been audited by the entity's auditor;
e. For identifying and ensuring that the entity complies with the laws and regulations applicable to its activities;
f. For adjusting the financial statement to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year period(s) under audit are immaterial, both individually and in the aggregate, to the financial statement as a whole; and
g. For acceptance of nonattest services, including identifying the proper party to oversee nonattest work;
h. For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets;

Management Responsibilities (Continued)

i. For informing us of any known or suspected fraud affecting the entity involving management, employees with significant role in internal control and others where fraud could have a material effect on the financials; and
j. For the accuracy and completeness of all information provided.

With regard to the supplementary information referred to above, you acknowledge and understand your responsibility: (a) for the preparation of the supplementary information in accordance with the applicable criteria; (b) to provide us with the appropriate written representations regarding supplementary information; (c) to include our report on the supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information; and (d) to present the supplementary information with the audited financial statement, or if the supplementary information will not be presented with the audited financial statement, to make the audited financial statement readily available to the intended users of the supplementary information no later than the date of issuance by you of the supplementary information and our report thereon.

As part of our audit process, we will request from management, written confirmation concerning representations made to us in connection with the audit.

Reporting

We will issue a written report upon completion of our audit of City of Edgerton, Kansas's financial statement. Our report will be addressed to the board of directors of City of Edgerton, Kansas. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement.

Nonattest Services

With respect to any nonattest services we perform:

At the end of the year, we agree to perform the following:

- Propose adjusting or correcting journal entries to be reviewed and approved by management.
- Assist in preparation of the financial statement as of and for the year ended December 31, 2022.

We will not assume management responsibilities on behalf of City of Edgerton, Kansas. However, we will provide advice and recommendations to assist management in performing its responsibilities.

City of Edgerton, Kansas's management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) establishing and maintaining internal controls, including monitoring ongoing activities.

Our responsibilities and limitations of the engagement are as follows:

- This engagement is limited to the accounting services previously outlined. Our firm, in its sole professional judgment, reserves the right to refuse to do any procedure or take any action that could be construed as making management decisions or assuming management responsibilities, including determining account codings and approving journal entries. Our firm will advise City of Edgerton, Kansas with regard to tax positions taken in the preparation of the tax return, but City of Edgerton, Kansas must make all decisions with regard to those matters.

Other
We understand that your employees will prepare all confirmations we request and will locate any documents or support for any other transactions we select for testing.

If you intend to publish or otherwise reproduce the financial statement and make reference to our firm, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

Provisions of Engagement Administration, Timing and Fees
During the course of the engagement, we may communicate with you or your personnel via fax or e-mail, and you should be aware that communication in those mediums contains a risk of misdirected or intercepted communications.

April G. Swartz is the engagement partner for the audit services specified in this letter. Her responsibilities include supervising Varney & Associates, CPAs, LLC's services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report.

Our fees are based on the amount of time required at various levels of responsibility, and we estimate that our fee for the audit will not exceed $8,800 per year. If a Single Audit in accordance with Uniform Guidance is required, there will be an additional charge of $2,500 per year. We will notify you immediately of any circumstances we encounter that could significantly affect this initial fee estimate. Whenever possible, we will attempt to use City of Edgerton, Kansas's personnel to assist in the preparation of schedules and analyses of accounts. This effort could substantially reduce our time requirements and facilitate the timely conclusion of the audit. Further, we will be available during the year to consult with you on financial management and accounting matters of a routine nature.

During the course of the audit we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

You agree to inform us of facts that may affect the financial statement of which you may become aware during the period from the date of the auditor's report to the date the financial statement is issued.

We agree to retain our audit documentation or work papers for a period of at least five years from the date of our report.

At the conclusion of our audit engagement, we will communicate to those charged with governance the following significant findings from the audit:

- Our view about the qualitative aspects of the entity's significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management's consultations with other accountants, if any; and
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

Provisions of Engagement Administration, Timing and Fees (Continued)
The audit documentation for this engagement is the property of Varney & Associates, CPAs, LLC and constitutes confidential information. However, we may be requested to make certain audit documentation available to regulators pursuant to authority given to it by law or regulation, or to peer reviewers. If requested, access to such audit documentation will be provided under the supervision of Varney & Associates, CPAs, LLC's personnel. Furthermore, upon request, we may provide copies of selected audit documentation to regulators. The regulators may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies.

Please sign and return the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statement including our respective responsibilities.

We appreciate the opportunity to be your financial statement auditors and look forward to working with you and your staff.

Sincerely,

Varney & Associates, CPAs, LLC

Certified Public Accountants
Manhattan, Kansas

RESPONSE:
This letter correctly sets forth our understanding of City of Edgerton, Kansas.

Acknowledged and agreed on behalf of City of Edgerton, Kansas by:

Name: _____

Title: _____

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City Council Action Item

Council Meeting Date: September 8, 2022

Department: Administration

Agenda Item: Consider Resolution No. 09-08-22A Waiving the City's Compliance with Generally Accepted Accounting Principles for Financial Reporting and Causing Such Reports to be Prepared in Compliance with the Cash Basis and Budget Laws of the State of Kansas

Background/Description of Item:
Each year the City of Edgerton requests that the financial statements and financial reports of the City of Edgerton for the year ending December 31st be prepared in compliance with the cash basis and budget laws of the State of Kansas, and requests waiver of the requirements of K.S.A. 75-1120a(a).

K.S.A. 75-1120a(a) is the uniform system of fiscal procedure, accounting and reporting for municipalities. It requires the use of Generally Accepted Accounting Principles (GAAP). The Governing Body can, by resolution, each year make a finding that the financial statements and financial reports prepared in conformity with the requirements of GAAP are of no significant value to the Governing Body or members of the general public of the municipality. The Governing Body can then request a waiver from the Director of Accounts and Reports to prepare the City's financial statement on the basis of the cash receipts and disbursements as adjusted to show compliance with the cash basis and budget laws of this State.

Another requirement to receive the waiver is that the City of Edgerton may not have any bond ordinances or other ordinances or resolutions which require financial statements or reports to be prepared in conformity with K.S.A. 75-1120a(a). The City of Edgerton currently does not have any such ordinances or resolutions.

Related Ordinance(s) or Statue(s): K.S.A. 75-1120a

Funding Source: n/a

Budget Allocated: n/a

Finance Director Approval: x Karen E. Kindle
Karen Kindle, Finance Director

Recommendation: Approve Resolution 09-08-22A Waiving The City's Compliance With Generally Accepted Accounting Principles For Financial Reporting And Causing Such Reports To Be Prepared In Compliance With The Cash Basis And Budget Laws Of The State Of Kansas

Enclosed: Draft Resolution 09-08-22A

Prepared by: Justin Vermillion, Accountant

RESOLUTION NO. 09-08-22A

A RESOLUTION WAIVING THE CITY'S COMPLIANCE WITH GENERALLY ACCEPTED ACCOUNTING PRINCIPLES FOR FINANCIAL REPORTING AND CAUSING SUCH REPORTS TO BE PREPARED IN COMPLIANCE WITH THE CASH BASIS AND BUDGET LAWS OF THE STATE OF KANSAS

WHEREAS, the City of Edgerton, Kansas, prepares its financial statements and financial reports for the year ending December 31, 2022 to be prepared in conformity with the cash basis and budget laws of this state; and

WHEREAS, K.S.A. 75-1120a (a) requires the financial statements be prepared in conformity with Generally Accepted Accounting Principles; and

WHEREAS, K.S.A. 75-1120a (a) the governing body, by resolution, annually shall make a finding that financial statements and financial reports prepared in conformity with the requirements of subsection (a) are not relevant to the requirements of the cash-basis and budget laws of this state and are of no significant value to the governing body or members of the general public of the municipality; and

WHEREAS, there are no revenue bond ordinances or other ordinances or resolutions of the municipality which require financial statements and financial reports to be prepared in conformity with K. S. A. 75-1120a (a) for the year ending December 31, 2022.

NOW, THEREFORE BE IT RESOLVED, by the Governing Body of the City of Edgerton, Kansas, in regular meeting, duly assembled, that the Director of Accounts and Reports waive the requirements of K. S. A. 75-1120a (a) as they apply to the City of Edgerton, Kansas for the year ending December 31, 2022.

BE IT FURTHER RESOLVED that the Governing Body shall cause the financial statements and financial reports of the City of Edgerton to be prepared on the basis of cash receipts and disbursements, as adjusted, to show compliance with the cash basis and budget laws of this State.

ADOPTED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR OF THE CITY OF EDGERTON, KANSAS ON THE 8TH DAY OF SEPTEMBER, 2022.

ATTEST: **CITY OF EDGERTON, KANSAS**

_____ By: _____

Christopher Clinton, Deputy City Clerk Donald Roberts, Mayor

APPROVED AS TO FORM:

_____

Lee W. Hendricks, City Attorney

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City Council Action Item

Council Meeting Date: September 8, 2022

Department: Administration

Agenda Item: Consider Updated Scope, Budget and Schedule for The Greenspace Project

Background/Description of Item:
On August 25, 2022, the City's Project Team presented an update to the City Council regarding The Greenspace Project. The presentation included a summary of the project history, including the citizen priorities from the public engagement. Experts from Henderson Building Solutions (HBS), the City's Owner Representative, discussed the current conditions of the construction market including the significant increases in Producer Price Index (PPI) and inflationary costs of non-residential construction inputs (such as steel and gypsum products).

The Design Team presented an updated scope for the building that prioritizes and includes the top priorities as set by the citizens. The Greenspace is now a one-story building at approximately 13,000 square feet. The building includes a gymnasium for basketball, volleyball and pickle ball as well as a walking track. There will be a community rooms for meetings, senior luncheons, parties and games that will be linked to the exterior stage. It includes a fitness room for community use that serves dual purpose as a Storm Shelter (±50 occupants +1 Wheelchair occupant). The Greenspace building also includes a kitchen to support events in the building. Support services include restrooms, storage rooms for the City and for Scouts, mechanical equipment, etc. The Greenspace includes conference rooms available to public and city staff with space dedicated for building administration.

The Project will also include exterior improvements to the Greenspace Lawn, improvements to Nelson Street (from 3rd Street to 4th Street) and a new parking lot on the south. The Greenspace Lawn will include a covered stage, lawn seating area for concerts and performances and a new splash pad. Enclosed are draft elevations and conceptual diagrams from the August 25th City Council work session.

Please find enclosed with this packet the updated CIP Project Sheet, including updated project budget as reviewed with City Council during the work session. This project will be funded using General Obligation Bonds (GO Bonds). Typical financing period for this type of project is 30 years. The estimated annual debt service for the Project would be $500,000 to $650,000. There is sufficient revenue to fund the entire estimated annual debt service from LPKC Phase I Maintenance Fee and roll-off of LPKC abatements.

The Project Team also provided an updated project schedule as shown below.

- **Schematic Design** (now): Creation of the program of spaces and needs for the building. Basic floor plans are laid out. Form and building materials are created.
- **Design Development** (October 22): Refine and develop schematic design. Site plan and details are finalized. Spaces and layout are finalized. Form and materials are finalized.
- **Construction Documents** (Dec 22): Creation of drawings and documents so a contractor can provide a bid for the building. Details to direct contractor how to construct the Project finalized. Early procurement of specific items if desired.
- **Bidding & Demolition** (Mar 23): Construction Documents are reviewed by the General Contractors to submit bids. A single contractor is selected. Standing buildings are demolished.
- **Contracting/Start-Up** (Apr 23): The awarded contractor works with the City and procures all the materials to build the project
- **Construction** (June 23): Project is built. Equipment is tested and commissioned. Building is furnished.

Based on feedback received at the work session, staff recommends City Council approve the updated The Greenspace Project including scope, budget and schedule.

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

Funding Source: General Obligation Bonds (using revenues from LPKC Phase I Maintenance Fee and roll-off of LPKC abatements for payment of annual debt service

Budget Allocated: $8,704,950

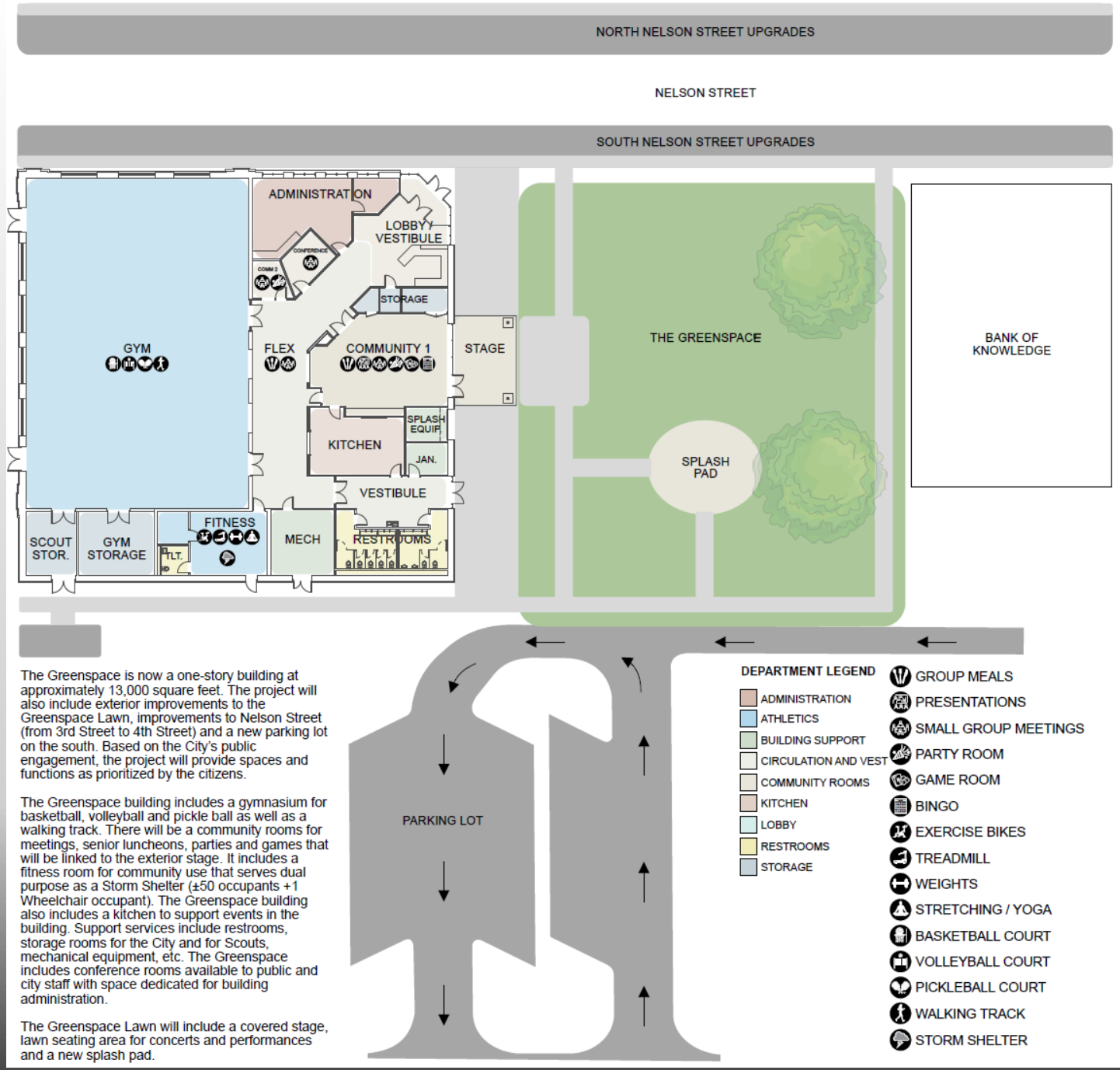
x Karen E. Kindle

Finance Director Approval: Karen Kindle, Finance Director

Recommendation: Approve Updated Scope, Budget and Schedule for The Greenspace Project

Enclosed: Excerpts from the August 25, 2022 Work Session Presentation
CIP Project Sheet

Prepared by: Beth Linn, City Administrator



The Greenspace is now a one-story building at approximately 13,000 square feet. The project will also include exterior improvements to the Greenspace Lawn, improvements to Nelson Street (from 3rd Street to 4th Street) and a new parking lot on the south. Based on the City's public engagement, the project will provide spaces and functions as prioritized by the citizens.

The Greenspace building includes a gymnasium for basketball, volleyball and pickle ball as well as a walking track. There will be a community rooms for meetings, senior luncheons, parties and games that will be linked to the exterior stage. It includes a fitness room for community use that serves dual purpose as a Storm Shelter (±50 occupants +1 Wheelchair occupant). The Greenspace building also includes a kitchen to support events in the building. Support services include restrooms, storage rooms for the City and for Scouts, mechanical equipment, etc. The Greenspace includes conference rooms available to public and city staff with space dedicated for building administration.

The Greenspace Lawn will include a covered stage, lawn seating area for concerts and performances and a new splash pad.



DEPARTMENT LEGEND

- ADMINISTRATION
- ATHLETICS
- BUILDING SUPPORT
- CIRCULATION AND VEST
- COMMUNITY ROOMS
- KITCHEN
- LOBBY
- RESTROOMS
- STORAGE

- GROUP MEALS
- PRESENTATIONS
- SMALL GROUP MEETINGS
- PARTY ROOM
- GAME ROOM
- BINGO
- EXERCISE BIKES
- TREADMILL
- WEIGHTS
- STRETCHING / YOGA
- BASKETBALL COURT
- VOLLEYBALL COURT
- PICKLEBALL COURT
- WALKING TRACK
- STORM SHELTER


DRAFT
THE
GREENSPACE



DRAFT

City of Edgerton
Project Cost Sheet

Project Number:	8070	**Funding Status:**	Funded
Dept:	Parks	**Project Status:**	Design
Primary Citizen Survey:	2 - Parks	**Project Manager:**	Dan Merkh
Secondary Citizen Survey:	5 - Facilities		

Project Name: The Greenspace

Project Description: The Greenspace is a one-story building at approximately 13,000 square feet. Includes a gymnasium for basketball, volleyball and pickle ball as well as a walking track. There will be a community rooms for meetings, senior luncheons, parties and games that will be linked to the exterior stage. Includes a fitness room for community use that serves dual purpose as a Storm Shelter. Includes kitchen to support events in the building. Support services include restrooms, storage rooms for the City and for Scouts, mechanical equipment, etc. The Greenspace includes conference rooms available to public and city staff with space dedicated for building administration. Also include exterior improvements to the Greenspace Lawn, improvements to Nelson Street (from 3rd Street to 4th Street) and a new parking lot on the south. The Greenspace Lawn will include a covered stage, lawn seating area for concerts and performances and a new splash pad.

Operations Impact: Would anticipate moving office of Parks and Recreation Coordinator to this facility. Budget impact would include cost of utilities to operate the facility (electricity, gas, chemicals, cleaning services, internet). May also require addition of part-time position to assist with facility rental. Long-term maintenance of interior/exterior of building also.

Additional Staff: Brian Stanley

Outside Funding Available? Yes

Notes: Could be eligible for grant funding.

Year of Design 2021-2022
Year of Construction 2023
Year of Completion 2024

Inflation Factor:

Project Cost	**Todays $**	**2019**	**2020**	**2021**	**2022**	**2023**	**2024**
D/B Prelim Agreement	$ -	$ -	$ -	$ -	$ -	$ -	$ -
D/B Final Agreement (GMP)	-	-	-	-	-	-	-
Design	732,693	612	-	-	549,061	183,020	-
Construction	7,565,549	-	-	756,555	3,404,497	3,404,497	-
Construction Inspection	236,558	-	111	4,200	-	174,185	58,062
City Engineer		-			-	-	-
Utility Relocation	22,300	-	-	-	10,000	12,300	-
Land Acquisition/ROW/Easements	36,100	-	5,000	31,100	-	-	-
Permits	-	-	-	-	-	-	-
Misc. (Legal, recording fees)	111,750	-	2	-	250	111,000	498
Contingency	-	-	-	-	-	-	-
Total Cost	$ 8,704,950	$ 612	$ 5,113	$ 791,855	$ 3,963,808	$ 3,885,002	$ 58,560
Project Financing							
GO Bonds	8,704,950	-	-	-	-	5,000,000	3,704,950
Total Funding Sources	$ 8,704,950	$ -	$ -	$ -	$ -	$ 5,000,000	$ 3,704,950

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City Council Action Item

Council Meeting Date: September 8, 2022

Department: Administration

Agenda Item: Consider the 2023 Recommended Budget

Background/Description of Item:

The 2023 Budget process began on May 26, 2022, with presentations and funding requests from outside agencies to whom the City provides funding.

A budget work session was held on July 7th where staff reviewed the schedules for all the City's budgeted funds. This included a detailed review of the calculation of the recommended mill rate based on the adjustments to the Revenue Neutral Rate (RNR) as directed by Council on June 10, 2021. The 2022 Utility Rate Study was presented by the City's rate consultant, Raftelis. Information for Vehicles and Equipment was also reviewed at this budget work session. The vehicle/equipment schedules are included in the budget packet for final approval to incorporate these items in the 2023 Budget. In the future, as these vehicles/equipment items are purchased, staff will bring the bids to Council for approval in accordance with the City's Purchasing Policy.

Staff published the RNR and Budget public hearing notices in the Gardner News on August 3, 2022. The RNR and Budget public hearings were held during the Council meeting on August 25, 2022. At that meeting, Council approved Resolution No. 08-25-22D authorizing a mill rate of 29.669 for the 2023 Budget.

The final step in the 2023 Budget process is to formally adopt the 2023 Budget and submit the required budget forms to the Johnson County Clerk.

Related Ordinance(s) or Statue(s): K.S.A. 79-2925 – K.S.A. 79-2937

Funding Source: N/A

Budget Allocated: N/A

x Karen E. Kindle

Finance Director Approval: Karen Kindle, Finance Director

Recommendation: Approve the 2023 Recommended Budget

Enclosed: 2023 Budget Certificate Page
2023 Budget Public Hearing Notice
Revenue Neutral Rate FAQ Sheet
2023 Revenue Sources Information
2023 Fund Budget Schedules & related staff memos
Edgerton 2023 Utility Rates
Vehicles & Equipment – Current Program
Vehicles & Equipment – Fund Summary

Prepared by: Karen Kindle, Finance Director

CERTIFICATE 2023

To the Clerk of Johnson County, State of Kansas

We, the undersigned, officers of

City of Edgerton

certify that: (1) the hearing mentioned in the attached publication was held;
(2) after the Budget Hearing this budget was duly approved and adopted as the maximum expenditures for the various funds for the year 2023; and
(3) the Amounts(s) of 2022 Ad Valorem Tax are within statutory limitations.

Table of Contents:		Page No.	2023 Adopted Budget: Budget Authority for Expenditures	2023 Adopted Budget: Amount of 2022 Ad Valorem Tax	2023 Adopted Budget: Final Tax Rate (County Clerk's Use Only)
Allocation of MVT, RVT, 16/20M Veh Tax		2			
Schedule of Transfers		3			
Statement of Indebtedness		4			
Statement of Lease-Purchases		5			
Fund	**K.S.A.**				
General	12-101a	6	6,196,192	1,757,393	
Debt Service	10-113		624,179		
Library	12-1220				
Special Highway			58,063		
Special Parks & Rec			56,687		
Edgerton Office TIF			60		
Homestead TIF Redev Dist A			82,395		
Homestead TIF Proj Plan A1			108,655		
Homestead TIF Redev Dist B			581		
Homestead TIF Proj Plan B1			80,963		
Water Utility			648,031		
Sewer Utility			1,359,379		
Non-Budgeted Funds-A					
Non-Budgeted Funds-B					
Non-Budgeted Funds-C					
Non-Budgeted Funds-D					
Totals		xxxxx	9,215,185	1,757,393	
Budget Hearing Notice					County Clerk's Use Only
Combined Rate and Budget Hearing Notice					
RNR Hearing Notice					
Neighborhood Revitalization					Nov 1, 2022 Total Assessed Valuation

Revenue Neutral Rate 27.351

Assisted by:

Address:

Email:

Attest: 2022

County Clerk

Governing Body

CPA Summary

NOTICE OF HEARING TO EXCEED REVENUE NEUTRAL RATE AND BUDGET HEARING

2023

The governing body of

City of Edgerton

will meet on August 25, 2022 at 7:00 PM at City Hall, 404 E. Nelson Street, Edgerton, KS 66021 for the purpose of hearing and answering objections of taxpayers relating to the proposed use of all funds, the amount of ad valorem tax and the Revenue Neutral Rate.

Detailed budget information is available at City Hall, 404 E. Nelson Street, Edgerton, KS 66021 and will be available at this hearing.

BUDGET SUMMARY

Proposed Budget 2023 Expenditures and Amount of 2022 Ad Valorem Tax establish the maximum limits of the 2023 budget.

Estimated Tax Rate is subject to change depending on the final assessed valuation.

	Prior Year Actual for 2021		Current Year Estimate for 2022		Proposed Budget Year for 2023		
FUND	Expenditures	Actual Tax Rate *	Expenditures	Actual Tax Rate *	Budget Authority for Expenditures	Amount of 2022 Ad Valorem Tax	Proposed Estimated Tax Rate *
General	4,008,296	30.381	4,398,099	29.913	6,196,192	1,757,393	29.669
Debt Service	300,787		301,580		624,179		
Library							
Special Highway	40,030		51,980		58,063		
Special Parks & Rec					56,687		
Edgerton Office TIF					60		
Homestead TIF Redev Dist A			4,375		82,395		
Homestead TIF Proj Plan A			61,034		108,655		
Homestead TIF Redev Dist B			33,111		581		
Homestead TIF Proj Plan B					80,963		
Water Utility	512,695		518,489		648,031		
Sewer Utility	725,595		842,024		1,359,379		
Non-Budgeted Funds-A	11,820,740						
Non-Budgeted Funds-B	8,131,746						
Non-Budgeted Funds-C	28,173,686						
Non-Budgeted Funds-D	54,297						
Non-Budgeted Funds-E	16,005						
Totals	53,783,877	30.381	6,210,692	29.913	9,215,185	1,757,393	29.669
						*Revenue Neutral Rate***	*27.351*
Less: Transfers	650,466		536,980		304,750		
Net Expenditure	53,133,411		5,673,712		8,910,435		
Total Tax Levied	1,573,849		1,624,995		xxxxxxxxxxxxxxx		
Assessed Valuation	51,803,718		54,292,985		59,232,499		

Outstanding Indebtedness, January 1,	2020	2021	2022
G.O. Bonds	8,525,000	6,550,000	8,333,934
Revenue Bonds	20,954,679	8,224,026	30,700,699
Other	9,337,749	334,973	3,412,674
Lease Purchase Principal	39,028	0	0
Total	38,856,456	15,108,999	42,447,307

*Tax rates are expressed in mills

**Revenue Neutral Rate as defined by KSA 79-2988*

Beth Linn

City Official Title: City Administrator

City of Edgerton
2023 Budget Work Session
July 7, 2022

Packet Items

General Fund Budget

Utility Funds Budget

Other Funds Budget

Vehicles & Equipment

City of Edgerton
2023 Budget Work Session
July 7, 2022

General Fund Budget

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June 30, 2022

To: Mayor and City Council Members

From: Beth Linn, City Administrator
Karen Kindle, Finance Director

Re: 2023 Recommended General Fund Budget

Please find enclosed with this memo the 2023 Recommended General Fund Budget. The General Fund contains the general operations of the City which are funded by a mixture of general-purpose revenues including property taxes, sales and use taxes, user fees and charges and payment in lieu of taxes for abated properties. Also included with this memo are (1) the calculation of the recommended mill rate for the 2023 Budget per Council direction given at the June 10, 2021, Council Meeting; and (2) the list of adjustments to the Revenue Neutral Rate (RNR) in accordance with the policy direction given by Council at the June 10, 2021 Council Meeting.

2022 Estimate

The 2022 estimated revenues and expenditures reflect staff's evaluation of the activity so far in 2022 compared to the budget approved for 2022. A line item with an estimate of more than 100% means that staff expects the 2022 activity to exceed the budget. A line item with an estimate that is less than 100% means that staff anticipates the 2022 activity to be less than the budget.

Throughout the annual budget process, the City Council approved the use of the Consumer Price Index for All Urban Consumers (CPI-U) as reported by the US Bureau of Labor Statistics (BLS). In January 2022, BLS stated that "from December 2020 to December 2021, consumer prices for all items rose 7.0 percent, the largest December to December percent change since 1981." In recent years prior to 2021, the CPI-U had typically been below 2%. Based on this extreme spike in CPI-U, staff has included in the 2022 Estimate a 7% cost-of-living adjustment equal to the CPI-U for all staff that would become effective in August 2022.

Revenues

Property Tax Revenue

In March 2021, Senate Bill 13 (SB 13) was signed by the Governor and became effective for the 2022 Budget. SB 13 repealed the previous tax lid which focused to the total property tax revenue required for the budget. SB 13 focuses on the mill rate and provides for the calculation of a RNR. This RNR calculation takes last year's property tax revenue divided by this year's estimated assessed valuation to arrive at the mill rate that would be required to receive the same property tax revenue. SB 13 doesn't provide for any adjustments to the RNR to capture economic growth, issuance of debt or County errors in the assessed valuation numbers. At the Council Meeting on June 10, 2021, the City's Financial Advisor and City staff presented information about SB 13 and asked for direction from the Council regarding suggested adjustments to the RNR. The property tax revenue amount included in the 2023 General Fund Budget was calculated based on the Council direction provided.

Mill Levy Rate

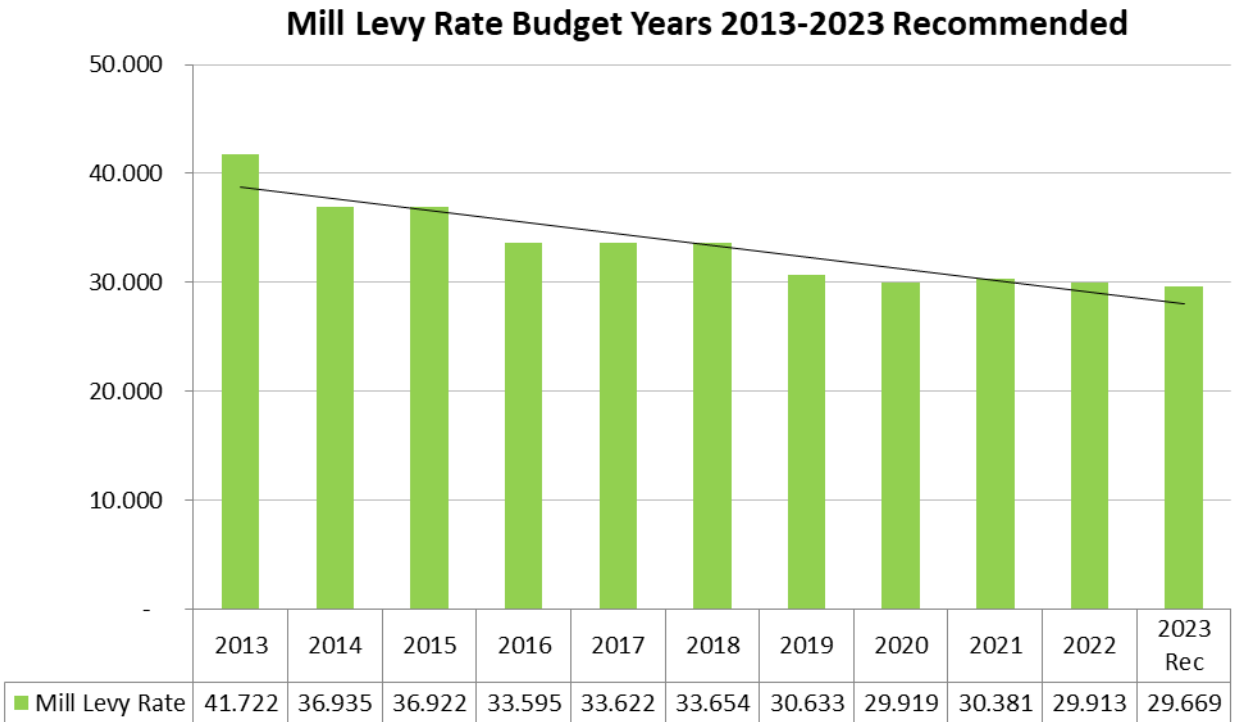
Since 2009, the City of Edgerton has lowered the mill levy rate over 12 mills. The ability to lower the mill levy rate while maintaining or increasing property tax revenue collection is driven by the growth in the value of one mill.

The chart below shows the information regarding the RNR, adjustments for categories approved at the June 10, 2021, Council Meeting and the recommended mill rate for the 2023 Budget. In order to levy the recommended mill rate, the City Council will have to hold a public hearing and pass a resolution. The public hearing is scheduled to occur during the August 25, 2022, Council Meeting. The City must also provide a notice of intent to hold the public hearing to the County Clerk no later than July 20, 2022.

	Revenue Neutral Rate (RNR)	Recommended Adjustments To the RNR	Recommended Mill Rate for the 2023 Budget
Property Tax Revenue	$1,624,995	$132,398	$1,757,393
Estimated Mill Rate	27.351	2.318	**29.669**

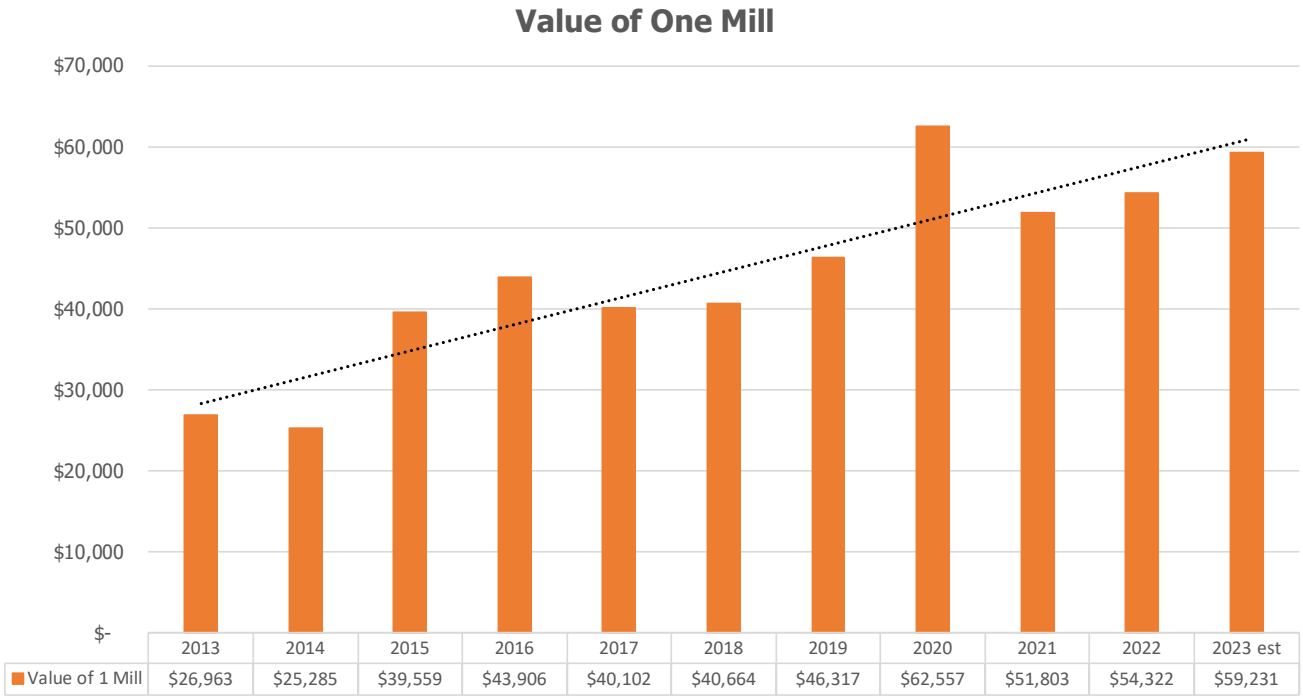
The 2021 mill rate for the 2022 Budget was 29.913. **The recommended 2022 mill rate for the 2023 Budget represents a 0.8% DECREASE in the mill rate.**

The graph below shows a history of the City's mill rate since 2012 (for the 2013 Budget).



Value of One Mill

Growth in the value of one mill results from citywide increase in appraised valuation. Since 2009, the value of one mill has grown by $49,635. The most significant factor in increasing the city's appraised valuation is the new construction at Logistics Park Kansas City and surrounding area. The value of one mill can fluctuate due to the timing of construction and the appraisal process. Improvements under construction on January 1st will receive a partial value for that assessment year based on the percentage of completion. If an abatement is processed for the next assessment year, the City's assessed value will decrease, sometimes causing an overall decrease from the prior year. The chart below shows the change in the value of one mill since the 2013 budget process.



Other Revenue

The chart below provides information about changes from the 2022 Budget to the 2023 Budget in the other sources of revenue for the General Fund.

Revenue Item	Change from 2022 Budget to 2023 Budget
LPKC Pilot	The revenue from payments in lieu of taxes for abated properties at LPKC has increased to reflect the addition of Inland Port LII, for which the first year of abatement is the 2023 budget.
City TIF Increment	This number is the amount of City property tax that is deposited into the TIF Funds. It is subtracted from the amount of total property tax to be received since it will be deposited directly into the TIF funds when distributions are received from the County Treasurer.
Motor Vehicle Tax **Recreational Vehicle Tax** **16/20M Vehicle Tax**	Small increase based on the estimate provided by the County Treasurer.
Local Alcoholic Liquor Tax	Significant increase based on estimates provided by the Kansas State Treasurer as well as review of the trend in the actuals.
Use Tax	Increase in Local Use Tax based on amount received in 2021 and collection trend in 2022. Increase in County Use Tax reflects a 4% increase over the 2022 estimate based on the County's 2023 budget information.
Sales Tax	Increase in Local Sales Tax based on amount received in 2021 and collection trend in 2022. Increase in County Sales Tax reflects a 2% increase over the 2022 estimate based on the County's 2023 budget information.
Franchise Tax	Increased to reflect the trend in the actuals for the last few years.
Licenses & Permits	Left the same to reflect the trend in the actuals for the last few years. Note: contracted inspection and plan review services expenditures will fluctuate based on permits issued so if permits not issued an

	revenue not received, there also will not be any related plan review and inspection fees.
Fines & Forfeitures	The increase in this revenue source reflects the growth in the court docket over the last few years. The number and type of tickets issued will affect this revenue source.
Charges for Services	The 2022 Budget included an increase for trash services since the bids would occur after the budget was approved. The budget was adjusted to reflect the actual contract approved. The City charges customers for half of the trash service cost.
Reimbursements/Miscellaneous	The City doesn't typically budget any funds in this category. This category is used to account for reimbursements for things like insurance claims, sale of trash stickers and other small receipts not categorized elsewhere.
Investment Income	This revenue source had been affected by the pandemic. The amount is the same in 2023 as it is difficult to determine how much rates will increase in the coming months.

Expenditures

The budget amount is an estimate of resources needed to carry out the level of services the Governing Body offers its citizens. The approved budget sets the legal level of budget authority at the fund level, which the City cannot exceed without going through the budget amendment process.

Changes in expenditures between budget years can occur for several reasons: (1) County/State/Federal mandates/change in charges/fees; (2) inflation; (3) change in level of service, including corresponding changes in personnel; (4) more refined budgeting for a program(s) based on actual experience, etc.

Appendix A includes information about the change in each department's budget from year to year.

Other Sources & Uses

Transfers to/from other funds are listed in this section of the fund schedule. These transactions are more of a one-time occurrence than they are routine.

Transfers from the TIF Funds consist of the annual TIF administrative fee the City is allowed to collect from TIF revenues related to the Homestead Lane Retail TIF District project plans. There are currently two project plans: (1) A1 – On the Go Travel Plaza and (2) B1 – Edgerton Crossing. The 2022 Estimate reflects that the City will receive the balance due on the Plan A1 initial TIF fee and most of the balance due on the Plan B1 initial TIF fee. The remainder of the Plan B1 initial TIF fee will be received in 2023.

Transfers to Equipment Reserve are typically done each year to systematically save for replacement of the City's vehicles and equipment. Staff has included a $125,000 transfer to equipment reserve in the 2023 recommended budget, which is the same as the transfer in the 2022 budget.

Transfers to capital projects will vary from year to year depending to the projects approved and the funding sources for those projects. The Governing Body reviews projects and discusses priorities and staff available capacity at the CIP work session in October each year. At a meeting following that work session, the Governing Body approves the CIP, setting the budget and timing for projects. After the CIP is approved, the budget for transfers to capital projects is updated to reflect the approved plan.

Ending Balance and Reserves

The carryforward balance from 2021 to 2022 was greater than estimated during the 2022 Budget process due to lower expenditures for 2021 than originally forecast as well as some revenue sources exceeding projections. The projected balance at the end of 2022 and 2023 exceeds the required reserves, leaving funding available for projects or other priorities.

Revenue Neutral Rate FAQs

What is a Revenue Neutral Rate (RNR)?

The tax rate in mills that would generate the same property tax revenue in dollars as levied the previous tax year using the current tax year's total assessed valuation. If the City were to stay revenue neutral every year, they would have to provide this year's services, with this year's prices, on last year's budget.

Why is the City holding a hearing about the Revenue Neutral Rate?

If the City collects even one more dollar in property tax revenue, it exceeds the Revenue Neutral Rate and is required to hold a hearing by state law.

Why would the City exceed RNR?

The Edgerton City Council has set a policy to determine when additional property tax revenue would be collected.

1. Roll off of all types of incentives (like property tax abatements)
2. New Territory or Annexations
3. Growth in assessed value of non-residential property
4. Growth in assesed value of residential property due to inflation
5. Issuance of General Obligation Debt
6. Errors by Johnson County

Proposed FY 2023 Budget

The City Council has expressed intent to reduce the mill levy from 29.913 to 29.669 for the upcoming budget year. This exceeds the RNR of 27.351.

If approved, the City would use the modest increase in revenue to invest in street maintenance, water and sewer infrastructure, public safety and to help cover increased operating costs caused by inflation.

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2023 Budget Process

October 2021 — 5-Yr Capital Improvement Project List Approved

May 2022 — Outside Agencies Request Funding

July 2022 — Budget Work Session

August 2022 — Budget Public Hearing

September 2022 — Budget Approved



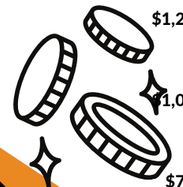
FY 2023 Budget Work Session: Revenue Sources

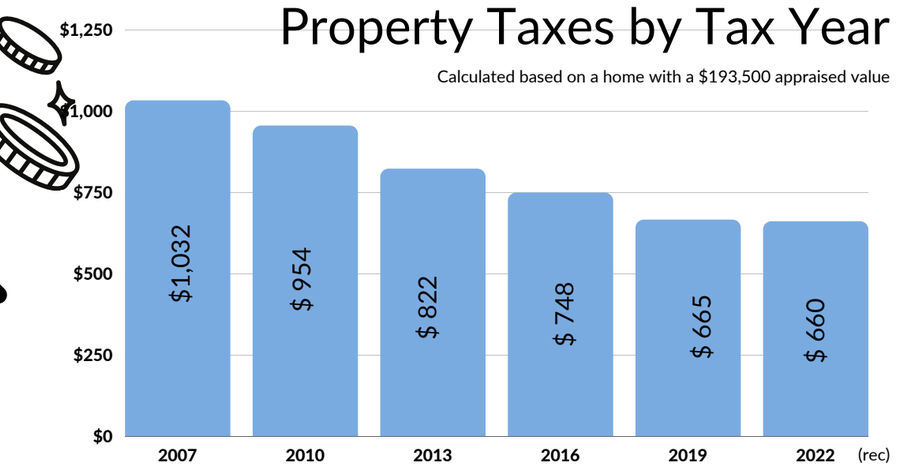
Ad Valorem

Ad valorem is a tax on all real and personal property that is not exempt. Ad valorem (from Latin) means it is based on value.
State law requires that all real and tangible personal property be assessed at fair market value.

Ad valorem taxes are calculated based on the assessed valuation of taxable real property as of January 1 each year. The Johnson County Appraiser sets the 2022 average home value in Edgerton at:

Appraised Value $193,500
Assessment Percentage 11.5%
Assessed Value $22,253





The mill levy is the dollar amount of property tax to be raised. The mill levy is calculated based on the final assessed valuation and the mill rate set by the Governing Body.



PILOT

Payments in Lieu of Taxes are created in development agreements with companies receiving tax abatements. PILOTs run for 10 years on a building. Failure to pay results in the loss of the abatement.

All taxing jurisdictions receive distributions based on their portion of the mill levy.

Liquor Tax

10% tax on liquor sold by clubs, caterers & drinking establishments.

70% of tax paid within the City is returned to the City - half into the General Fund, half to Parks & Rec



Motor Vehicle Tax



Motor Vehicle Tax is a county-wide average mill rate applied to the assessed valuation of vehicles registered in Edgerton. Paid annually at time of registration.

Other Revenue Sources

Franchise Tax - 5% of gross receipts for utilities operating within the City, includes electric, gas, cable, phone

Permits & Fees - Building permits, business licenses, animal licenses

Charges for Services - Residential trash fees and paid Parks & Rec programs

Fines and Forfeitures - Based on Municipal Court fines and forfeitures of bonds



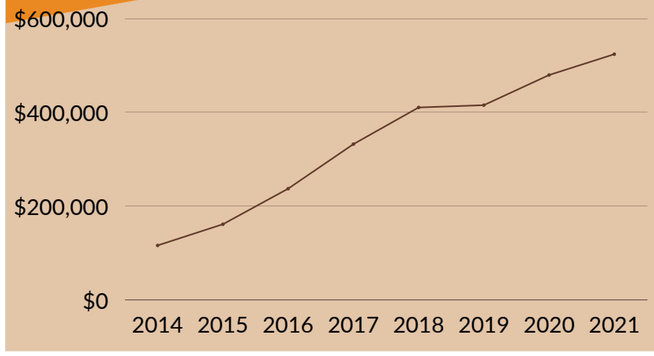
Sales & Use Tax

Two components: City's 1% tax on retail sales within the City & City's share of County sales taxes.

The largest portion of our sales taxes come from LPKC, especially equipment and repair services.

Use tax is a tax on goods purchased by Kansans from outside Kansas on which no sales tax was paid. Use tax fluctuates from year to year.

City's 1% Sales Tax Collections



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City of Edgerton
General Fund

	2020 Budget	2021 Budget	2022 Budget	2022 Estimate	2023 Recommended
Mill Rate:	30.881	30.381	29.913		29.669 calculated
Revenue from 1 Mill:	$62,557	$51,804	$54,323		$59,231 est.
Balance 1/1	$ 1,617,667	$ 1,582,699	$ 1,855,359	$ 2,098,780	$ 1,901,407
Revenues:					
Ad Valorem Tax	1,931,860	1,573,849	1,624,996	100%	1,757,393
City TIF Increment	-	-	(38,158)	100%	(50,425)
LPKC PILOT	483,853	545,837	589,332	100%	620,119
Delinquent Tax	-	-	-	-	-
Motor Vehicle Tax	52,969	52,830	52,830	100%	53,576
Recreational Vehicle Tax	933	835	835	100%	823
16/20M Vehicle Tax	372	375	375	100%	488
Local Alcoholic Liquor Tax	2,780	2,780	5,000	180%	9,000
City 1% Use Tax	113,600	182,000	200,000	127%	253,000
County Use Tax	70,000	70,000	100,000	117%	122,000
City 1% Sales Tax	431,000	471,000	485,000	109%	540,000
County Sales Tax	334,000	322,000	375,000	99%	380,000
Franchise Tax	110,000	110,000	180,000	111%	199,000
Licenses & Permits	756,300	321,000	224,000	100%	224,000
Charges for Services	118,000	118,000	98,700	110%	85,470
Fines & Forfeitures	30,000	30,000	75,000	107%	80,000
Reimbursements	-	-	-	-	-
Investment Income	15,000	17,000	15,000	100%	15,000
Total Revenue	$ 4,450,667	$ 3,817,506	$ 3,987,910	104%	$ 4,289,444
Expenditures:					
General Government	961,959	983,479	1,050,748	93%	1,138,238
Law Enforcement	502,868	507,043	556,036	100%	572,719
Public Works	615,625	597,835	565,620	99%	721,645
Parks	253,490	264,727	315,043	97%	336,947
Facilities	115,450	126,325	143,570	97%	142,424
Fleet Maintenance	51,200	54,200	52,700	97%	62,250
Community Development	356,153	334,048	387,348	99%	494,000
Economic Development	507,200	502,200	506,700	99%	494,775
Information Technology	57,631	49,587	81,872	98%	89,167
Employee Benefits	484,532	556,209	555,093	94%	602,718
Total Expenditures	$ 3,906,108	$ 3,975,653	$ 4,214,730	97%	$ 4,654,883
Revenues Over(Under) Expenditures	**$ 544,559**	**$ (158,147)**	**$ (226,820)**		**$ (365,439)**
Other Financing Sources & Uses					
Transfers from Other funds:					
Transfer from Capital Projects Fund	$ -	$ -	$ -	-	$ -
Transfer from TIF Funds-City TIF Fee	$ -	$ -	$ 17,656	264%	$ 5,343
Transfers to Other Funds:					
Transfer to Equipment Reserve Fund-General	(325,000)	(125,000)	(125,000)	100%	(125,000)
Transfer to Mayor's Holiday Fund	-	-	-		-
Transfer to Capital Projects Fund	(273,441)	(66,500)	(195,000)	100%	-
Total Other Financing Sources & Uses	$ (598,441)	$ (191,500)	$ (302,344)		$ (119,657)
Balance 12/31	**$ 1,563,785**	**$ 1,233,052**	**$ 1,326,195**	**$ 1,901,407**	**$ 1,416,310**

Undesignated Reserve:	$ 666,504	$ 741,330
Portion Designated for Self-Insured Losses:	$ 50,000	$ 50,000
Reserve Per Policy - 17% of Budgeted Expenditures:	$ 716,504	$ 791,330
Unencumbered Cash Over(Under) Requirement:	$ 1,184,902	$ 624,980
Undesignated Reserve:	$ 1,003,683	$ 1,113,721
Portion Designated for Self-Insured Losses:	$ 50,000	$ 50,000
Reserve Per Policy - 25% of Budgeted Expenditures:	$ 1,053,683	$ 1,163,721
Unencumbered Cash Over(Under) Requirement:	$ 847,724	$ 252,590

Funding Sources: Property tax, sales tax, franchise fees, user fees and charges

Expenditures: General operations of the City

Appendix A – Expenditures Approved Budgets Year-to-Year Detail

General Government

2020 Budget – 2021 Budget	2021 Budget – 2022 Budget	2022 Budget -2023 Recommended
• Changed allocation for Asst. City Administrator position from 25% to 100% to reflect a change in focus for the duties of this position from project management to general administration (human resources, risk management, insurance) and reduced the number of months in 2021 that the position would be filled from 12 months to 6 months. • Removed the cost for the biennial Citizen Survey.	• Reflects an entire year of the Assistant City Administrator position being filled. • Added the cost for the biennial Citizen Survey. • Increased legal services to reflect increase in legal matters requiring the use of the City Attorney. • Reduced Marketing/Advertising to reflect spending levels the last few years since adding the Marketing/Communications Manager. Reduced consulting services since some of those items will be handled by the Asst. City Administrator position.	• Funded 1/3 of a new Customer Service Representative position (shared with General Government and Public Works). • Removed biennial Citizen Survey. • Reduced trash contract cost to reflect current contract. • Estimated 15% increase in property/casualty insurance cost. • Increase in support for community partners per direction given at the May 26, 2022, meeting: ○ Project Grad ○ Robert Cook Memorial Votech Scholarship • Increase in investment advisor fees.

Law Enforcement

2020 Budget – 2021 Budget	2021 Budget – 2022 Budget	2022 Budget -2023 Recommended
• Reflects a 0.8% increase in the contract with the Sheriff's Department for policing services. • Maintains the Community Officer. • Includes a small increase related to the prosecutor for the Municipal Court.	• Reflects a 1.00% decrease in the contract with the Johnson County Sheriff's for policing services. • Maintains the Community Officer. • Includes a small increase related to the prosecutor for the Municipal Court. • Includes the expenditures related to the addition of a 2nd court docket.	• Reflects a 6.3% increase in the cost of the contract with the Johnson County Sheriff's Office for policing services. • Increase in prisoner board fees charged by Johnson County. • Increase cost for court support services

Public Works

2020 Budget – 2021 Budget	2021 Budget – 2022 Budget	2022 Budget -2023 Recommended
• Converted the Foreman position to a Maintenance Tech II position. • Added dollars for career progression for Public Works staff.	• Moved Infrastructure Inspection costs to the Economic Development Fund.	• Funded internal career progression • Funded on-call pay • Funded 1/3 of a new Customer Service Representative position (shared with General Government and Public Works).

• Reduced electric costs for streetlights and traffic signals to be more in line with actuals. • Increased ice control due to the increased expenditures for responding to storms. • Increased traffic control to account for the increase in sign work required.		• Increased utility and maintenance costs for streetlights and traffic signals • Increased costs for contracted professional services • Increased costs for supplies (i.e. uniforms, construction, snow/ice control and signs)

Parks

2020 Budget – 2021 Budget	2021 Budget – 2022 Budget	2022 Budget -2023 Recommended
• Increased support for the Frontier Days 50th anniversary. • Increased costs for other community events based on actual expenditures.	• $5,000 reduction in support for Frontier Days since it isn't an anniversary year. • Based on recent feedback from Edgerton citizens, staff included an additional $50,000 in Parks and Recreation to add a new community-wide event. The 2020 Citizen Survey ranked City special events and festivals as the second most important priority for the City to emphasize over the next two years. This was confirmed by the Recreation Programming survey in fall 2020 which ranked community events as the top priority in the Priority Investment Ranking.	• Increased costs to Community Picnic and Fireworks event • Increase in supplies • Increase in Frontier Days support per Council direction at the May 26, 2022, meeting.

Facilities

2020 Budget – 2021 Budget	2021 Budget – 2022 Budget	2022 Budget -2023 Recommended
• Reflects a 10% increase in utility rates. • Reflects a small increase in the rental rate for the Studio B. • Increased cost for internet service due to upgrading the service in late 2019. • Increased building and ground maintenance to cover supply costs. • Increased trash service related to the dumpster and recycling at the Public Works Facility.	• Increased cost for internet service due to upgrading the service in 2022.	• Small decrease in cleaning contract new contract. • Small decrease in internet cost. Upgrade in 2022 was less than estimated.

Fleet Maintenance

2020 Budget – 2021 Budget	2021 Budget – 2022 Budget	2022 Budget -2023 Recommended
• Increased maintenance to reflect additions to the fleet and the age of some of the items in the fleet.	• Increased maintenance to reflect additions to the fleet and the age of some of the items in the fleet. • Reduced fuel costs based on spending the last few years.	• Increase in fuel cost due to significant change in current fuel prices. • Increase in maintenance contract. • Increase costs in vehicle and equipment maintenance.

Community Development

2020 Budget – 2021 Budget	2021 Budget – 2022 Budget	2022 Budget -2023 Recommended
• Decrease in salaries due to budgeting Building Inspector position at lower portion of the range. • Increase in veterinary services due to change in policy at the Lawrence Humane Society. • Increase in legal fees to reflect increased usage of the City Attorney for various code enforcement matters. • Increase in abatement costs due to potential properties that might be subject to the process.	• Increase in professional services due to not filling building inspector position.	• Funded 1/3 of a new Customer Service Representative position (shared with General Government and Public Works). • Reallocation of funding to professional services due to vacancy.

Economic Development

2020 Budget – 2021 Budget	2021 Budget – 2022 Budget	2022 Budget -2023 Recommended
• Small increase in the BNSF increment. • Removed Chamber membership and related sponsorship for the magazine.	• Small increase in the BNSF increment.	• Small decrease in the BNSF increment. • Decrease in the utility sales tax to be transferred to the Public Infrastructure Fund based on the trend in actuals.

Information Technology

2020 Budget – 2021 Budget	2021 Budget – 2022 Budget	2022 Budget -2023 Recommended
• Decrease due to restructuring the contract with the IT provider which occurred after the 2020 budget was adopted.	• Estimating 10% increase in IT Provider contract • Rest of increase due to first year of annual maintenance for new software system	• Estimating 10% increase in contracted IT services. • Moved cost of cyber insurance from General Government.

		• Increase in cost of IT equipment replacement.

Employee Benefits

2020 Budget – 2021 Budget	2021 Budget – 2022 Budget	2022 Budget -2023 Recommended
• Reduced budget for position vacancies ○ Asst. City Admin – 6 months ○ Building Inspector – 2 months ○ Rec Coordinator – 2 months • First year that the Asst. City Administrator was allocated 100% to the General Fund. • Estimated 20% increase in health insurance premiums. • Estimated 10% increase in dental and vision premiums.	• Estimated 10% increase in health insurance premiums. • Estimated 3% increase in dental and vision premiums.	• Estimated 10% increase in health insurance premiums. • Estimated 3% increase in dental and vision premiums.

City of Edgerton
2023 Budget Work Session
July 7, 2022

Utility Funds Budget

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June 30, 2022

To: Mayor and City Council Members

From: Beth Linn, City Administrator
Karen Kindle, Finance Director
Dan Merkh, Public Works Director

Re: 2023 Recommended Water Fund Budget

Attached please find the 2023 Recommended Budget for the Water Fund. This fund contains the water utility operation of the City.

2022 Estimate

The 2022 estimated revenues and expenditures reflect staff's evaluation of the activity so far in 2022 compared to the budget approved for 2022. A line item with an estimate of more than 100% means that staff expects the 2022 activity to exceed the budget. A line item with an estimate that is less than 100% means that staff anticipates the 2022 activity to be less than the budget.

Throughout the annual budget process, the City Council approved the use of the Consumer Price Index for All Urban Consumers (CPI-U) as reported by the US Bureau of Labor Statistics (BLS). In January 2022, BLS stated that "from December 2020 to December 2021, consumer prices for all items rose 7.0 percent, the largest December to December percent change since 1981." In recent years prior to 2021, the CPI-U had typically been below 2%. Based on this extreme spike in CPI-U, staff has included in the 2022 Estimate a 7% cost-of-living adjustment equal to the CPI-U for all staff that would become effective in August 2022.

Revenues

The water utility operations are considered an enterprise, and as such, the funding for operations come from user charges. The user charges needed to fund the utility operations are calculated based on the operation and maintenance costs required to run the utility, the debt service payments required on outstanding debt and any costs for capital outlay, such as equipment or capital improvements to the system.

Charges for Services

- The revenues are from the 2022 Rate Study Report prepared by Raftelis included in this packet for reference. Raftelis will present the study results at the budget work session on July 7th. The 2022 Rate Study Report recommends a small increase of $2.06 per month for the average customer for 2023. **As proposed for 2023, the total monthly city utility bill for the average household would be the cheapest utility bill when compared to average household bills for electric, gas, cell phone and cable**. The study also includes a comparison of neighboring jurisdictions; however, rates

included for surrounding jurisdictions have not yet been updated with proposed rate increases for 2023.
    - If there is consensus to adopt the recommendation in the 2022 Rate Study Report, staff would bring back the updated fee resolution for Council consideration at a meeting in September.
- This category also includes the tower rent received from AT&T. There is a small increase for this source based on annual increases built into the lease agreement.

Fines & Forfeitures

- The 2023 Budget is the same as the 2022 Budget.

Investment Income

- The 2023 Budget is the same as the 2022 Budget.

Expenditures

Fleet Maintenance

- The 2023 budget is the same as the 2022 budget.

Information Technology

- Includes the replacement of IT equipment according to the replacement schedule.
- Includes a 10% increase in contracted IT provider services.

Production

- The 2023 Budget is the same as the 2022 Budget.

Distribution

- Increased costs for implementation of the federally mandated Lead and Copper Rule Revisions (LCRR) from EPA in alignment with the Safe Water Drinking Act.

Administrative-Water

- Removed the cost for the rate study. Rate studies will be conducted in even years going forward.
- Upgraded Utilities Maintenance Technician to Plant Operator to build redundancy for system operations and succession planning

Employee Benefits

- Includes a 10% increase in health insurance premiums and a 3% increase in dental and vision insurance premiums based on information from the City's provider, Midwest Public Risk. The City has been fortunate that actual increases the last three years have been less than 10%.

Debt Service

- Includes the State Revolving Loan payments for the AMI meter system. The loan is scheduled to be paid off in 2037.

Transfers to Other Funds

- The recommended budget includes a $15,000 transfer to the Equipment Reserve Fund-Water.

Ending Balance and Reserves

The projected balance at the end of 2023 meets the level required by Council policy.

Future Considerations

The financial plan presented in the 2022 Rate Study Report is a forecast that relies on assumptions made about expenditures, customer base, debt service requirements, etc. These factors can change, and as more information is obtained, the assumptions will be updated.

Staff is inventorying the water system components to analyze and develop a replacement plan. That plan, along with the Vehicle and Equipment Plan already in place, will provide information about future funding needs that are not currently reflected in the financial plan. Another future consideration that might affect the financial plan is the wholesale water contract renewal with the City of Baldwin City.

City of Edgerton
Water Fund

	2020 Budget	2021 Budget	2022 Budget	2022 Estimate	2023 Recommended
Balance 1/1	$ 219,376	$ 225,037	$ 176,502	$ 168,723	$ 137,901
Revenues:					
Charges for Services	462,450	482,450	462,222	101%	487,630
Fines & Forfeitures	23,000	20,000	20,000	100%	20,000
Reimbursements	-	-	-	-	-
Investment Income	2,000	2,500	2,500	100%	2,500
Total Revenue	$ 487,450	$ 504,950	$ 484,722	101%	$ 510,130
Expenditures:					
Fleet Maintenance	4,200	5,700	6,075	95%	6,075
Information Technology	32,559	25,379	49,878	95%	51,738
Production	175,000	175,000	175,000	95%	175,000
Distribution	46,740	54,130	54,505	95%	63,030
Administrative - Water	125,815	132,715	143,054	99%	150,151
Employee Benefits	32,042	35,143	36,429	94%	37,938
Debt Service	97,345	97,349	56,153	100%	14,957
Total Expenditures	$ 513,701	$ 525,416	$ 521,094	97%	$ 498,889
Revenues Over(Under) Expenditures	**$ (26,251)**	**$ (20,466)**	**$ (36,372)**		**$ 11,241**
Other Financing Sources & Uses:					
Transfers from Other funds:					
Transfer from Water Reserve Fund	-	-	-	0%	-
Transfer from Capital Projects Fund	-	-	-	0%	-
Transfers to Other Funds:					
Transfer to Equipment Reserve Fund-Water	-	-	(25,000)	60%	(15,000)
Transfer to Capital Projects Fund	-	-	-		-
Total Other Financing Sources & Uses	**$ -**	**$ -**	**$ (25,000)**	**60%**	**$ (15,000)**
Balance 12/31	**$ 193,125**	**$ 204,571**	**$ 115,130**	**$ 137,901**	**$ 134,142**
Reserve Per Policy - 17% of Budgeted Expenditures:				$ 88,586	$ 84,811
Unencumbered Cash Over(Under) Requirement:				$ 49,315	$ 49,331
Reserve Per Policy - 25% of Budgeted Expenditures:				$ 130,274	$ 124,722
Unencumbered Cash Over(Under) Requirement:				$ 7,628	$ 9,420

Funding Sources: Charges to users of the City's water system

Expenditures: Water system operation and maintenance

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June 30, 2022

To: Mayor and City Council Members

From: Beth Linn, City Administrator
Karen Kindle, Finance Director
Dan Merkh, Public Works Director

Re: 2023 Recommended Sewer Fund Budget

Attached please find the 2023 Recommended Budget for the Sewer Fund.

2022 Estimate

The 2022 estimated revenues and expenditures reflect staff's evaluation of the activity so far in 2022 compared to the budget approved for 2022. A line item with an estimate of more than 100% means that staff expects the 2022 activity to exceed the budget. A line item with an estimate that is less than 100% means that staff anticipates the 2022 activity to be less than the budget.

Throughout the annual budget process, the City Council approved the use of the Consumer Price Index for All Urban Consumers (CPI-U) as reported by the US Bureau of Labor Statistics (BLS). In January 2022, BLS stated that "from December 2020 to December 2021, consumer prices for all items rose 7.0 percent, the largest December to December percent change since 1981." In recent years prior to 2021, the CPI-U had typically been below 2%. Based on this extreme spike in CPI-U, staff has included in the 2022 Estimate a 7% cost-of-living adjustment equal to the CPI-U for all staff that would become effective in August 2022.

Revenues

The sewer utility operations are considered an enterprise, and as such, the funding for operations come from user charges. The user charges needed to fund the utility operations are calculated based on the operation and maintenance costs required to run the utility, the debt service payments required on outstanding debt and any costs for capital outlay such as equipment or capital improvements to the system.

Licenses & Permits

- This revenue is generated from businesses that are using holding tanks because they are not yet connected to the City's wastewater system. The City estimates that there will be two businesses at LPKC that will have a holding tank permit in 2023.

Charges for Services

- The revenues are from the 2022 Rate Study Report prepared by Raftelis included in this packet for reference. Raftelis will present the study results at the budget work session on July 7th.

- The 2023 revenue reflects Edgerton's exploration of the purchase of Gardner's interest in the Big Bull Creek Wastewater Treatment Plant infrastructure and could terminate the flow from Gardner to the plant. Estimates are based on the termination of flow from Gardner beginning October 2022.
- The 2022 Rate Study Report recommends an increase of $2.55 per month for the average customer for 2023. **As proposed for 2023, the total monthly city utility bill for the average household would be the cheapest utility bill when compared to average household bills for electric, gas, cell phone and cable**. The study also includes a comparison of neighboring jurisdictions; however, rates included for surrounding jurisdictions have not yet been updated with proposed rate increases for 2023.
    - If there is consensus to adopt the recommendation in the 2022 Rate Study Report, staff would bring back the updated fee resolution for Council consideration at a meeting in September.

Investment Income

- The 2023 Budget is the same as the 2022 Budget.

Expenditures

Fleet Maintenance

- The 2023 Budget is the same as the 2022 Budget.

Information Technology

- Includes the replacement of IT equipment according to the replacement schedule.
- Includes a 10% increase in contracted IT provider services.

Treatment Plant

- Increased costs in treatment supplies and contracted sludge disposal services
- Decreased costs based on potential termination of flow from Gardner.

Sewer Line Maintenance

- The 2023 Budget is the same as the 2022 Budget.

Lift Stations/Vaults

- Increase cost in the generator maintenance contract

Administrative-Sewer

- Removed the cost for the rate study. Rate studies will be conducted in even years going forward.
- Upgraded Utilities Maintenance Technician to Plant Operator to build redundancy for system operations and succession planning

Employee Benefits

- Includes a 10% increase in health insurance premiums and a 3% increase in dental and vision insurance premiums based on information provided by the City's provider, Midwest Public Risk.

Debt Service

- Includes the payment for the Series 2016A and 2016B General Obligation Bonds for the conversion of the old treatment plant to a lift station. The project was completed in 2017. The bonds are scheduled to be paid off in 2046 and 2048, respectively.

Transfers to Other Funds

- A $50,000 Transfer to Capital Projects has been included to fund future capital projects.

Ending Balance and Reserves

The projected balance at the end of 2023 meets the level required by Council policy.

Future Considerations

The financial plan presented in the 2022 Rate Study Report is a forecast that relies on assumptions made about expenditures, customer base, debt service requirements, etc. These factors can change, and as more information is obtained, the assumptions will be updated.

The Wastewater Master Plan process is in the final stage. That plan, along with the Vehicle and Equipment Plan already in place, will provide information about future funding needs that are not currently reflected in the financial plan.

City of Edgerton
Sewer Fund

	2020 Budget	2021 Budget	2022 Budget	2022 Estimate	2023 Recommended
Balance 1/1	$ 476,681	$ 413,698	$ 338,155	$ 577,918	$ 456,410
Revenues:					
Licenses & Permits	-	-	-	-	100
Charges for Services	741,000	682,408	761,529	94%	704,931
Reimbursements	-	-	-	-	-
Bond Proceeds	-	-	-	-	-
Investment Income	3,500	3,500	3,500	100%	3,500
Total Revenue	$ 744,500	$ 685,908	$ 765,029	94%	$ 708,531
Expenditures:					
Fleet Maintenance	4,700	5,700	6,075	95%	6,075
Information Technology	33,326	25,499	49,879	95%	51,738
Treatment Plant	204,945	198,330	195,674	126%	193,772
Sewer Line Maintenance	7,100	10,700	11,700	95%	11,700
Lift Stations/Vaults	21,114	29,967	34,562	95%	35,756
Administrative - Sewer	223,811	214,858	224,738	90%	235,028
Employee Benefits	56,193	61,513	63,261	79%	65,055
Debt Service	94,438	94,438	94,438	100%	194,438
Total Expenditures	$ 645,627	$ 641,005	$ 680,327	102%	$ 793,562
Revenues Over(Under) Expenditures	**$ 98,873**	**$ 44,903**	**$ 84,702**		**$ (85,031)**
Other Financing Sources & Uses:					
Transfers from Other funds:					
Transfer from Sewer Reserve Fund	-	-	-	-	-
Transfer from LPKC Phase I Maintenance Fee	-	-	-	-	194,438
Transfer from Capital Projects Fund	-	-	-	-	-
Transfers to Other Funds:					
Transfer to Equipment Reserve Fund-Sewer	(50,000)	(50,000)	(25,000)	100%	-
Transfer to Capital Projects Fund	(100,000)	(118,000)	(125,000)	100%	(50,000)
Total Other Financing Sources & Uses	$ (150,000)	$ (168,000)	$ (150,000)	100%	$ 144,438
Balance 12/31	**$ 425,554**	**$ 290,601**	**$ 272,857**	**$ 456,410**	**$ 515,817**
Reserve Per Policy - 17% of Budgeted Expenditures:				$ 115,656	$ 134,906
Unencumbered Cash Over(Under) Requirement:				$ 340,754	$ 380,911
Reserve Per Policy - 25% of Budgeted Expenditures:				$ 170,082	$ 198,391
Unencumbered Cash Over(Under) Requirement:				$ 286,328	$ 317,427

Funding Sources: Charges to users of the City's sewer system

Expenditures: Sewer system operation and maintenance

Utility Rates FY 2023

2023 Proposed Average Monthly Water Charge

Water

$42.63

an increase of **$2.06**

2023 Residential Monthly Trash, Recycling, Yard Waste & Weekly Large Item Charge

$7.50

an increase of **$0**

2023 Proposed Average Monthly Sewer Charge

$34.27

an increase of **$2.55**

Sewer

Total monthly utility bill is less than...

2023 Proposed Total Average Monthly Utility Bill

$84.40

per month

Average monthly natural gas bill $112.37

Average monthly cell phone bill $127.37

Average monthly electricity bill $117.62

Average monthly cable package $217.42

Why yearly increases?

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

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UTILITIES

CITY OF

Edgerton

Water and Wastewater Rate Study

Draft Report / June 2022

RAFTELIS

Table of Contents

1. INTRODUCTION 1

1.1. BACKGROUND OF THE STUDY 1

1.1.1. Objectives of the Study 1

1.1.2. Customer Data 1

1.1.3. Revenue Requirements 1

1.2. WATER RATE STUDY FINDINGS 2

1.3. SEWER RATE STUDY FINDINGS 4

1.4. BILL IMPACTS 6

1.1. List of Figures

Figure 1: 2020 Units of Service 1

Figure 2: Proposed Water Financial Plan 2

Figure 3: Proposed Water Financial Plan Graph 3

Figure 4: Proposed Water Rates 3

Figure 5: Proposed Sewer Financial Plan 4

Figure 6: Proposed Sewer Financial Plan Graph 5

Figure 7: Proposed Sewer Rates 5

Figure 8: Bill Impacts 6

Figure 9: Monthly Bill Comparison - 3,000 Gallons 6

1.1 Introduction

1.1.1. BACKGROUND OF THE STUDY

The City of Edgerton retained Raftelis in 2022 to update the City's Utility Rate Study (Study). The purpose of the Study was to develop financial plans and rates to promote self-sustainability of the City's separate water and sewer utilities and recommend retail rates for service consistent with the financial plans for the utilities.

1.1.2. OBJECTIVES OF THE STUDY

The major objective of the study was to update financial plans for the water and sewer enterprises to ensure financial sufficiency, meet operation and maintenance (O&M) expense, debt service, and continue the financial health of the utilities.

1.1.3. CUSTOMER DATA

During the course of this project, the City provided Raftelis with a variety of financial information, including but not limited to, audited and unaudited financial results, customer billing data, and cost and revenue data. Raftelis did not independently assess or test for the accuracy of such data – historic or projected. We have relied on this data in the formulation of our findings and subsequent recommendations, as well as in the preparation of this report.

The forecast of use and accounts includes several changes to the sewer customer base. The City is in the process of exploring the acquisition of the share of the Big Bull Creek Wastewater Treatment facility that is currently owned by the City of Gardner. If that acquisition takes place, Gardner would no longer send wastewater to the City's plant for treatment. Staff estimates flow could cease after the end of September 2022, which is what is reflected in the financial plan in Section 1.3 below. This will represent approximately a 18% decrease in total contributed wastewater in 2022 and 42% in 2023. The City also expects to begin treating wastewater from several new commercial customers who are expected to contribute approximately 12 million gallons per year in 2023; these new customers will account for approximately 17% of total wastewater volume that year.

Figure 1: 2021 Units of Service

Utility	Annual Bills	Usage (1,000 Gal)
Water	8,282	29,566
Sewer	7,434	126,677

1.1.4. REVENUE REQUIREMENTS

The revenue requirements for the City's water and sewer utility include the O&M expense for each utility as well as debt service. The operating and maintenance expense is escalated by an average of approximately 5% each year across the water and sewer utilities to reflect expected inflationary increases in costs in future years. The forecast also assumes the City will spend 95% of budgeted expenses. The debt service is based on the City's current outstanding debt, including the most recently issued debt used to finance improvements to the City's sewer utility. The financial plans do not currently include any capital improvements for the water utility and limited amounts for the sewer utility, though City Staff indicates such improvements may be necessary in the future.

1.2. Water Rate Study Findings

Raftelis updated a five-year water utility financial plan for the study period. This plan determines the financial status of the water utility under recommended rates. Raftelis recommends regularly updating the water financial plan to recognize changes in capital improvements, customer's water usage characteristics, and system growth.

Based on the water utility's current revenue requirements, we are proposing an increase in all water rates of 5% in 2023 through 2027. Current projections suggest that these levels of rate increases are sufficient to cover operating expenses and debt service, as well as provide a small amount of additional funding in future years for equipment at the discretion of the Council. The forecast also includes periodic expenditures from the Equipment Reserve Fund.

The City's reserve policy requires that a reserve of 17-25% of budgeted operating/debt service expenditures be maintained in the Water Fund. This plan will maintain the operating reserve at 25% of annual operating expenses and debt service and reserves additional surpluses to fund major future capital and equipment spending. The City meets or exceeds this target for each year of the study period.

Figures 2 and 3 present the water financial plan in tabular and graphic form.

Figure 2: Proposed Water Financial Plan

Water Utility Cash Flow	FY 2021 Actual	FY 2022 Budget	FY 2023 Budget	FY 2024 Forecast	FY 2025 Forecast	FY 2026 Forecast	FY 2027 Forecast
Revenue							
Retail Customer Revenue	$ 416,714	$ 428,367	$ 449,785	$ 472,275	$ 495,888	$ 520,683	$ 546,717
Other Revenue	66,919	59,300	60,345	60,345	60,345	60,345	60,345
Total: Revenue	$ 483,633	$ 487,667	$ 510,130	$ 532,620	$ 556,233	$ 581,028	$ 607,062
Proposed Revenue Adjustment			**5.00%**	**5.00%**	**5.00%**	**5.00%**	**5.00%**
Revenue Requirement							
Operating Expenses	$ 387,848	$ 447,336	$ 459,735	$ 482,010	$ 506,378	$ 531,987	$ 558,898
Existing Debt Service	97,346	56,153	14,957	14,955	14,955	14,955	14,958
Budgeted Transfers	27,500	15,000	15,000	25,000	30,000	30,000	30,000
Total: Revenue Requirement	$ 512,693	$ 518,489	$ 489,692	$ 521,965	$ 551,334	$ 576,942	$ 603,857
Surplus/(Deficit)	$ (29,060)	$ (30,822)	$ 20,438	$ 10,654	$ 4,900	$ 4,086	$ 33,205
Debt Service Coverage	0.98	0.71	3.36	3.38	3.33	3.27	3.21
Fund Balances (End of Year)							
Operating (25% Budget)	$ 121,298	$ 125,872	$ 118,673	$ 124,241	$ 130,333	$ 136,735	$ 143,464
Operating (Unencumbered)	47,429	12,033	39,670	44,756	43,563	41,247	67,724
System Development	25,772	25,772	25,772	25,772	25,772	25,772	25,772
Equipment	53,006	56,126	33,626	43,226	59,576	52,826	82,826
Total: Fund Balances	$ 247,506	$ 219,804	$ 217,741	$ 237,996	$ 259,245	$ 256,581	$ 319,786

Figure 3: Proposed Water Financial Plan Graph

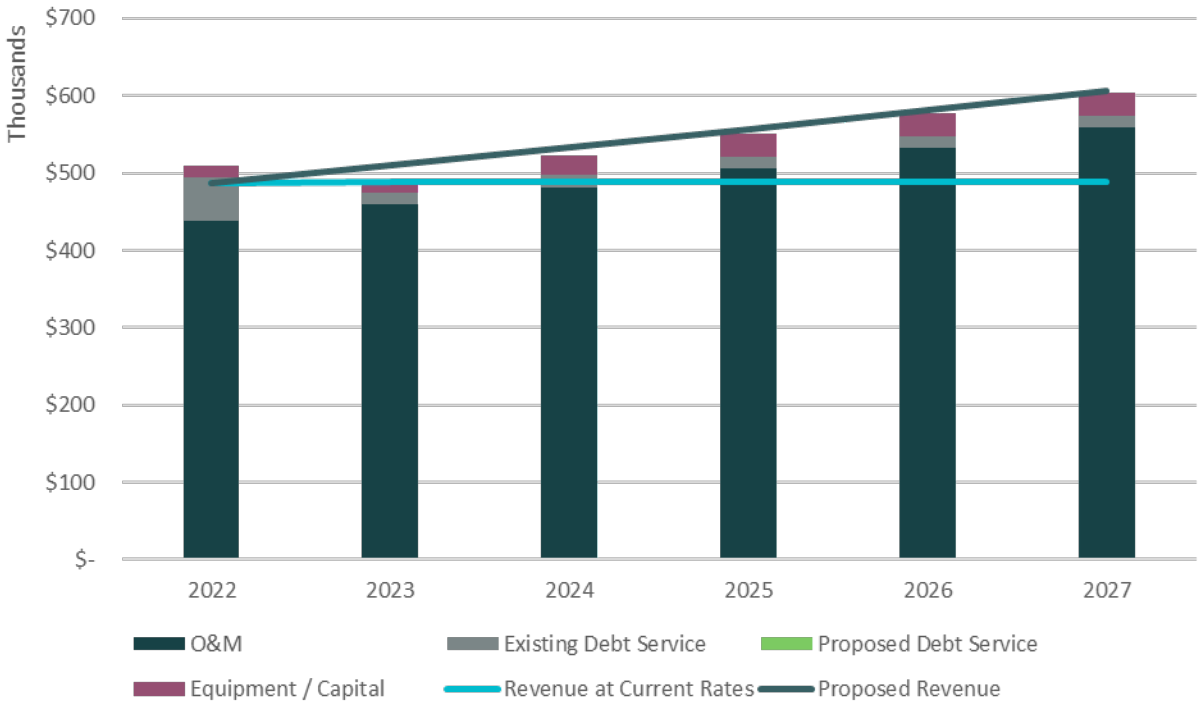


Figure 4 presents a forecast of the proposed inside city water rates.

Figure 4: Proposed Water Rates

Proposed Water Rates	FY 2021 Actual	FY 2022 Current	FY 2023 Forecast	FY 2024 Forecast	FY 2025 Forecast	FY 2026 Forecast	FY 2027 Forecast
Fixed Monthly Charge							
5/8"	$ 21.15	$ 21.63	$ 22.72	$ 23.86	$ 25.06	$ 26.32	$ 27.64
1"	25.14	25.71	27.00	28.35	29.77	31.26	32.83
1 1/2"	31.77	32.49	34.12	35.83	37.63	39.52	41.50
2"	39.76	40.66	42.70	44.84	47.09	49.45	51.93
3"	58.39	59.71	62.70	65.84	69.14	72.60	76.23
4"	84.97	86.89	91.24	95.81	100.61	105.65	110.94
6"	151.46	154.87	162.62	170.76	179.30	188.27	197.69
8"	231.26	236.47	248.30	260.72	273.76	287.45	301.83
Volume Rate (1,000 Gal.)							
Below 2000	$ 4.36	$ 4.46	$ 4.69	$ 4.93	$ 5.18	$ 5.44	$ 5.72
2001 -10000	9.79	10.02	10.53	11.06	11.62	12.21	12.83
Above 10001	13.50	13.81	14.51	15.24	16.01	16.82	17.67

1.3. Sewer Rate Study Findings

Raftelis updated a five-year sewer utility financial plan for the study period. This plan determines the financial status of the sewer utility under recommended rates. Raftelis recommends regularly updating the sewer financial plan to recognize changes in capital improvements, customer's usage characteristics and system growth, especially as usage from the LPKC continues to evolve.

Based on the revenue requirements for the sewer utility, Raftelis proposes 8% increases in the sewer rates for the City's retail customers in FY 2023 through FY 2027. These rate increases are necessary to provide the ability to pay principal on the utility's most recent debt issuance which will begin in FY 2023.

The financial plan also includes a one-time transfer from Fund 92 of an amount equal to the utility's 2023 debt service to partially make up for the revenue shortfall caused by the cessation of wastewater from the City of Gardner. Without this transfer, the City would deplete its unencumbered operating reserve by 2025 and fall below the minimum reserve balance of 17% of O&M by 2027.

Figures 5 and 6 present the financial plan in tabular and graphical formats. The forecast of revenue at current rates shown as a light blue line in Figure 6 does not include the transfer from Fund 92 in order to demonstrate its importance.

Figure 5: Proposed Sewer Financial Plan

Sewer Utility Cash Flow	FY 2021 Actual	FY 2022 Budget	FY 2023 Budget	FY 2024 Forecast	FY 2025 Forecast	FY 2026 Forecast	FY 2027 Forecast
Revenue							
Retail Customer Revenue	$ 554,878	$ 570,407	$ 704,181	$ 760,515	$ 821,356	$ 887,065	$ 958,030
Wholesale Revenue	224,222	145,759	-	-	-	-	-
Other Revenue	4,275	4,350	4,350	4,350	4,350	4,350	4,350
Transfer from Fund 92	-	-	194,438	-	-	-	-
Total: Revenue	$ 783,375	$ 720,516	$ 902,969	$ 764,865	$ 825,706	$ 891,415	$ 962,380
Proposed Revenue Adjustment			**8.00%**	**8.00%**	**8.00%**	**8.00%**	**8.00%**
Revenue Requirement							
Operating Expenses	$ 459,518	$ 597,586	$ 569,168	$ 604,308	$ 636,867	$ 671,241	$ 707,536
Existing Debt Service	94,438	94,438	194,438	192,438	195,438	193,338	196,238
Budgeted Transfers	171,640	150,000	50,000	50,000	50,000	50,000	50,000
Total: Revenue Requirement	$ 725,595	$ 842,024	$ 813,605	$ 846,746	$ 882,304	$ 914,578	$ 953,773
Surplus/(Deficit)	$ 57,779	$ (121,508)	$ 89,363	$ (81,881)	$ (56,598)	$ (23,164)	$ 8,607
Debt Service Coverage	3.42	1.30	1.71	0.83	0.96	1.13	1.29
Fund Balances (End of Year)							
Operating (25% Budget)	$ 138,489	$ 173,006	$ 190,901	$ 199,186	$ 208,076	$ 216,145	$ 225,943
Operating (Unencumbered)	439,429	283,404	354,872	264,706	199,218	167,986	166,794
System Development	882,435	882,435	882,435	882,435	882,435	882,435	882,435
Equipment	153,845	177,195	47,695	47,695	21,045	21,045	21,045
WWTP Major Maintenance	103,134	103,134	103,134	103,134	103,134	103,134	103,134
Total: Fund Balances	$1,717,332	$1,619,175	$1,579,038	$1,497,157	$1,413,909	$1,390,746	$ 1,399,352

Figure 6: Proposed Sewer Financial Plan Graph

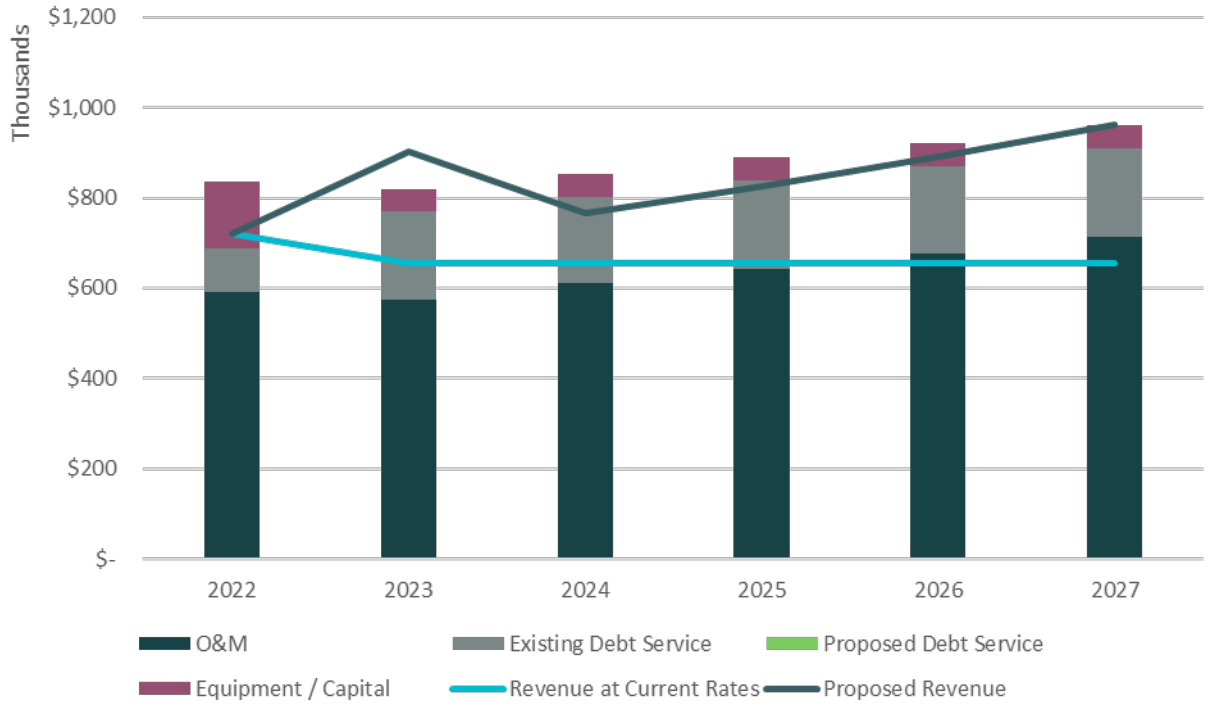


Figure 7 presents a forecast of the proposed sewer rates.

Figure 7: Proposed Sewer Rates

Sewer Rates	FY 2021 Actual	FY 2022 Current	FY 2023 Forecast	FY 2024 Forecast	FY 2025 Forecast	FY 2026 Forecast	FY 2027 Forecast
Fixed Monthly Charge	$ 6.75	$ 7.09	$ 7.66	$ 8.28	$ 8.95	$ 9.67	$ 10.45
Volume Rate (1,000 Gal.)	7.81	8.21	8.87	9.58	10.35	11.18	12.08

1.4. Bill Impacts

Figure 8 presents a typical residential water, sewer, and combined bill for varying levels of water use. Figure 9 compares 2022 and proposed 2023 typical water and sewer bill in the City of Edgerton to bills in neighboring communities in 2022.

Figure 8: Bill Impacts

Bill Impacts	Meter Size	Volume (kgal)	FY 2022 Current	FY 2023 Forecast	FY 2024 Forecast	FY 2025 Forecast	FY 2026 Forecast	FY 2027 Forecast
Water Bill								
Small	5/8"	3	$ 40.57	$ 42.63	$ 44.78	$ 47.04	$ 49.41	$ 51.91
Medium	5/8"	8	90.67	95.28	100.08	105.14	110.46	116.06
Large	5/8"	15	179.76	188.89	198.40	208.43	218.98	230.07
Sewer Bill								
Small		3	$ 31.72	$ 34.27	$ 37.02	$ 40.00	$ 43.21	$ 46.69
Medium		8	72.77	78.62	84.92	91.75	99.11	107.09
Large		15	130.24	140.71	151.98	164.20	177.37	191.65
Combined Bill								
Small	5/8"	3	$ 72.29	$ 76.90	$ 81.80	$ 87.04	$ 92.62	$ 98.60
Medium	5/8"	8	163.44	173.90	185.00	196.89	209.57	223.15
Large	5/8"	15	310.00	329.60	350.38	372.63	396.35	421.72

Figure 9: Monthly Bill Comparison - 3,000 Gallons



City of Edgerton
2023 Budget Work Session
July 7, 2022

Other Funds Budget

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June 30, 2022

To: Mayor and City Council Members

From: Beth Linn, City Administrator
Karen Kindle, Finance Director

Re: Other Funds 2023 Recommended Budgets

Attached are the budget schedules for the other funds for which the City adopts a budget. The sections below provide additional information about the 2023 Recommended Budget for these funds.

Special Highway Fund

The Special Highway Fund is the fund the City is required to establish by state statute to track the revenues and expenditures related to the state gasoline tax.

Revenues
The portion of the gas tax that is distributed to cities is distributed on a per capita basis. The League of Kansas Municipalities provides an estimate of the gas tax revenue for the current year and the budget year. The League shows an increase in the 2022 estimated revenue and a small increase from that amount to the 2023 estimated revenue. The City's portion of the state gasoline tax revenue has experienced a slight increase over the last few years.

Expenditures
Expenditures of gas tax revenues are limited to street maintenance by state statute. The City uses the gas tax revenue to fund the Annual Street Preservation Program. The funds are transferred to the Capital Projects Fund and deposited into the Annual Street Preservation Project.

Special Parks and Recreation Fund

The Special Parks & Recreation Fund is the fund the City is required to establish by state statute to track the revenues and expenditures related to the tax on alcoholic beverages sold by any club, caterer or drinking establishment. A portion of the taxes paid within the City limits are returned to the City and must be allocated 50% to the General Fund and 50% to the Special Parks and Recreation Fund.

Revenues
The Kansas State Treasurer provides an estimate of the alcohol tax for the budget year. Staff reviewed that estimate as well as the trend in the actuals, including the two distributions received so far in 2022 to estimate the revenue to be received in 2023. This review resulted in an increase in estimated revenue for the 2023 budget year.

Expenditures
Expenditures of the portion of the alcohol tax revenue deposited in the Special Parks & Recreation Fund are limited to park and recreation programs and improvements. Council has not designated any funds from this source for new programs or capital projects, so the balance has continued to accumulate. The 2023 Recommended Budget includes a transfer to the Capital Projects fund should the Council decide later to utilize the balance in this fund.

Bond & Interest Fund

The Bond & Interest Fund contains the transactions related to some of the debt obligations of the City. Currently, this fund contains the transactions related to the Series 2020A General Obligation Bonds, which refunded the 2012A General Obligation Bonds related to the Sunflower Benefit District. Debt obligations related to water operations are paid from the Water Fund. Debt obligations related to the sewer operations are paid from the Sewer Fund. Debt obligations related to LPKC Phases 1 and 2 are paid from their respective Public Infrastructure Funds in accordance with the development agreements and master trust indentures.

Revenues
The Recommended Budget includes the amount of special assessments payable to the City from the properties within the Sunflower Benefit District for 2023. Collections are at 130% so far in 2022 due to collection of delinquent special assessments. Collections were only 62% in 2021. There is adequate fund balance on hand to cover debt payments in addition to a reserve that is maintained in the Series 2020A Bond Reserve Fund.

Expenditures
The expenditures in the Recommended Budget reflect the amount payable on the Series 2020A General Obligation Bonds related to the Sunflower Benefit District in 2023. Bond payments have been made according to the debt schedule each year. The Series 2020A GO Bonds are scheduled to be paid of in 2030.

TIF – Edgerton Office

On August 22, 2019, the Governing Body approved Ordinance No. 2020 which established the Edgerton Office TIF covering Project Area A and Project Area B. Both project areas will contain a multi-story office building. To date, redevelopment project plans have not been adopted for either of the two project areas. At this time, all activity related to the Edgerton Office TIF District is accounted for in the TIF-Edgerton Office Fund.

Revenues
The majority of the revenues in this fund come from the incremental ad valorem property tax for properties included in the Project Areas. Other revenues can include reimbursements for legal fees and financial advisor services.

Expenditures
Expenditures can include payment for legal and financial services, city administrative fee and eligible expenditures per future Disposition and Development Agreements (DDA) adopted via resolution of the Governing Body.

At this time, the City does not expect to have eligible expenditures in 2023. Funds will accumulate until a project plan is adopted by the Governing Body; however, transfers to capital projects are listed so there is budget authority should a project plan be adopted after budget approval.

TIF – Homestead Lane Retail District

On August 22, 2019, the Governing Body approved Ordinance No. 2021 which established the Homestead Lane Retail District TIF covering two project areas, Project Area A and Project Area B. Activity related to the two project areas is accounted for as follows:

- Project Area A is accounted for in the TIF-Homestead Ln Redev Dist A Fund.
- Project Area B is accounted for in the TIF-Homestead Ln Redev Dist B Fund.

Once a project plan is approved by the Governing Body, a new fund is established to account for the activity related to that specific project plan.

The Governing Body has approved two project plans for the Homestead Lane Retail TIF District:

- On July 9, 2020, the Governing Body approved Ordinance No. 2041 adopting a redevelopment project plan for Project Plan A1, commonly known as the On-the-Go Travel Plaza. The activity related to this project plan is accounted for in the TIF-Proj Plan A1 Homestead Ln Fund.
- On November 18, 2021, the Governing Body approved Ordinance No. 2099 adopting a redevelopment project plan for Project Plan B1, commonly known as Edgerton Crossing. The activity related to this project plan is accounted for in the TIF-Proj Plan B1 Homestead Ln Fund.

Revenues
The majority of the revenues in the funds related to the Homestead Lane Retail TIF District come from the incremental ad valorem property tax for properties included in the Project Areas. Other revenues can include reimbursements for legal fees and financial advisor services.

Expenditures
Expenditures can include payment for legal fees and financial services as well as the City administrative fee and eligible expenditures per the Disposition and Development Agreements (DDA's) adopted by the Governing Body. Current DDA's are:

- My Store III, Inc., adopted by Resolution No. 07-09-20A
- Woodstone Properties, LLC, adopted by Resolution No. 11-18-2021A

Expenditures for 2023 were calculated based on the current DDA's.

City of Edgerton
Special Highway Fund

	2020 Budget	2021 Budget	2022 Budget	2022 Estimate	2023 Recommended
Balance 1/1	$ 1,190	$ -	$ 6,100	$ 11,593	$ 8,463
Revenues:					
Gasoline Tax	47,610	40,030	45,880	106%	49,600
Total Revenue	$ 47,610	$ 40,030	$ 45,880	106%	$ 49,600
Expenditures:					
Public Works	-	-	-	-	-
Total Expenditures	$ -	$ -	$ -	$ -	$ -
Revenues Over(Under) Expenditures	**$ 47,610**	**$ 40,030**	**$ 45,880**		**$ 49,600**
Other Financing Sources & Uses:					
Transfers to Other Funds:					
Transfer to Capital Projects Fund	48,800	40,030	51,980	100%	58,063
Total Other Financing Sources & Uses	$ (48,800)	$ (40,030)	$ (51,980)		$ (58,063)
Balance 12/31	**$ -**	**$ -**	**$ -**	**$ 8,463**	**$ -**
Expenditure Detail:					
Annual Street Preservation Program	$ 48,800	$ 40,030	$ 51,980	100%	$ 58,063
	$ 48,800	$ 40,030	$ 51,980	100%	$ 58,063

Funding Sources: State gasoline tax (per gallon)

Expenditures: Maintenance of City streets

City of Edgerton
Special Parks & Recreation Fund

	2020 Budget	2021 Budget	2022 Budget	2022 Estimate	2023 Recommended
Balance 1/1	$ 28,139	$ 29,532	$ 35,531	$ 38,687	$ 47,687
Revenues:					
Local Alcoholic Liquor Tax	3,100	2,780	5,000	180%	9,000
Total Revenue	$ 3,100	$ 2,780	$ 5,000	180%	$ 9,000
Expenditures:					
Parks	-	-	-	-	-
Total Expenditures	$ -	$ -	$ -	$ -	$ -
Revenues Over(Under) Expenditures	**$ 3,100**	**$ 2,780**	**$ 5,000**		**$ 9,000**
Other Financing Sources & Uses:					
Transfers to Other Funds:					
Transfer to Capital Projects Fund	31,239	32,312	40,531	0%	56,687
Total Other Financing Sources & Uses	$ (31,239)	$ (32,312)	$ (40,531)		$ (56,687)
Balance 12/31	**$ -**	**$ -**	**$ -**	**$ 47,687**	**$ -**

Expenditure Detail:

Transfer to CIP	$ 56,687
	$ 56,687

Funding Sources: Special alcohol tax per K.S.A. 79-41a04 (1/2 of total alcohol tax received by the City)

Expenditures: Park & Recreation programs and improvements

City of Edgerton
Bond & Interest Fund

	2020 Budget	2021 Budget	2022 Budget	2022 Estimate	2023 Recommended
Balance 1/1	$ 661,402	$ 597,497	$ 538,924	$ 447,851	$ 385,225
Revenues:					
Special Assessments	245,634	238,954	238,954	100%	238,954
Investment Income	-		-		-
Total Revenue	$ 245,634	$ 238,954	$ 238,954	100%	$ 238,954
Expenditures:					
Debt Service	255,005	300,708	301,580	100%	307,290
Total Expenditures	$ 255,005	$ 300,708	$ 301,580	100%	$ 307,290
Revenues Over(Under) Expenditures	**$ (9,371)**	**$ (61,754)**	**$ (62,626)**		**$ (68,336)**
Other Financing Sources & Uses:					
Transfers from Other funds:	-	-	-	-	-
Transfers to Other Funds:	-	-	-	-	-
Total Other Financing Sources & Uses	$ -	$ -	$ -	$ -	$ -
Balance 12/31	**$ 652,031**	**$ 535,743**	**$ 476,298**	**$ 385,225**	**$ 316,889**

Funding Sources: Special assessments

Expenditures: Debt service payments on the City's 2020 outstanding GO bonds

Notes: The City's 2020 outstanding GO bonds will be paid off in 2030.

City of Edgerton
TIF - Edgerton Office

	2020 Budget	2021 Budget	2022 Budget	2022 Estimate	2023 Recommended
Balance 1/1	$ -	$ -	$ -	$ -	$ 30
Revenues:					
TIF Revenue	-	-	31	97%	30
Charges for Services	-	-	-	-	-
Reimbursements	-	-	-	-	-
Total Revenue	$ -	$ -	$ 31	98%	$ 30
Expenditures:					
Administration	-	-			-
TIF Office Redevelopment	-	-	31	0%	60
Total Expenditures	$ -	$ -	$ 31	0%	$ 60
Revenues Over(Under) Expenditures			**$ -**		**$ (30)**
Other Financing Sources & Uses:					
Transfers from Other Funds:					
Transfer from General Fund	-	-	-	-	-
Transfers to Other Funds:					
None					
Total Other Financing Sources & Uses	$ -	$ -	$ -		$ -
Balance 12/31	**$ -**	**$ -**	**$ -**	**$ 30**	**$ -**

Funding Sources: Property tax revenue increment from area designated in TIF district documents

Expenditures: City administrative fee, reimbursements to developers per development agreements

City of Edgerton
TIF - Homestead Ln - Redevelopment District A

	2020 Budget	2021 Budget	2022 Budget	2022 Estimate	2023 Recommended
Balance 1/1	$ -	$ 1,190	$ (8,968)	$ (8,887)	$ 34,599
Revenues:					
TIF Revenue		47,610	48,983	98%	47,796
Charges for Services	-	-	-	-	-
Interest on Investments	-	-	-	-	-
Reimbursements	-	-	-	-	-
Total Revenue	$ -	$ 47,610	$ 48,983	98%	$ 47,796
Expenditures:					
Administration	-	-	-	-	-
TIF Project Plan A1	-	-	-	-	-
TIF Homestead Ln Redvelopment District A	-	-	-	-	-
Total Expenditures	$ -	$ -	$ -	$ -	$ -
Revenues Over(Under) Expenditures	**$ -**	**$ 47,610**	**$ 48,983**		**$ 47,796**
Other Financing Sources & Uses:					
Transfers to Other Funds:					
Transfer to the General Fund	-	-	(4,375)	100%	-
Transfer to Capital Projects	-	-	(35,640)	0%	(82,395)
Total Other Financing Sources & Uses	$ -	$ -	$ (40,015)		$ (82,395)
Balance 12/31	**$ -**	**$ 48,800**	**$ -**	**$ 34,599**	**$ -**

Funding Sources: Property tax revenue increment from area designated in TIF district documents

Expenditures: City administrative fee, reimbursements to developers per development agreements

City of Edgerton
TIF - Homestead Ln Project Plan A1 (On-the-Go Travel Center)

	2020 Budget	2021 Budget	2022 Budget	2022 Estimate	2023 Recommended
Balance 1/1	$ -	$ -	$ 117	$ -	$ -
Revenues:					
TIF Revenue	-	-	62,246	98%	108,655
Charges for Services	-	-	-	-	-
Reimbursements	-	-	-	-	-
Total Revenue	$ -	$ -	$ 62,246	98%	$ 108,655
Expenditures:					
Administration	-	-			-
TIF Project Plan A1	-	-	17,959	133%	54,056
Total Expenditures	$ -	$ -	$ 17,959	133%	$ 54,056
Revenues Over(Under) Expenditures	**$ -**	**$ -**	**$ 44,287**		**$ 54,599**
Other Financing Sources & Uses:					
Transfers to Other Funds:					
Transfer to General Fund - Admin Fee	-	-	(13,281)	101%	(543)
Transfer to Capital Projects	-		(31,123)	76%	(54,056)
Total Other Financing Sources & Uses	$ -	$ -	$ (44,404)		$ (54,599)
Balance 12/31	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**

Funding Sources: Property tax revenue increment from area designated in TIF district documents

Expenditures: City administrative fee, reimbursements to developers per development agreements

City of Edgerton
TIF - Homestead Ln - Redevelopment District B

	2020 Budget	2021 Budget	2022 Budget	2022 Estimate	2023 Recommended
Balance 1/1	$ -	$ -	$ 33,236	$ 33,246	$ 252
Revenues:					
TIF Revenue	-	-	41,051	0%	329
Charges for Services	-	-	-	-	-
Interest on Investments	-	-	-	-	-
Reimbursements	-	-	-	-	-
Total Revenue	$ -	$ -	$ 41,051	0%	$ 329
Expenditures:					
Administration	-	-	-	-	-
TIF Homestead Ln Redevelopment District B	-	-	-	-	-
Total Expenditures	$ -		$ -	$ -	$ -
Revenues Over(Under) Expenditures	**$ -**	**$ -**	**$ 41,051**		**$ 329**
Other Financing Sources & Uses:					
Transfers to Other Funds:					
Transfer to Capital Projects	-	-	(41,176)	-	(581)
Transfer to General Fund - Admin Fee	-	-	(33,111)	100%	-
Total Other Financing Sources & Uses	$ -	$ -	$ (41,176)		$ (581)
Balance 12/31	**$ -**	**$ -**	**$ 33,111**	**$ 252**	**$ -**

Funding Sources: Property tax revenue increment from area designated in TIF district documents

Expenditures: City administrative fee, reimbursements to developers per development agreements

City of Edgerton
TIF - Homestead Ln Project Plan B1 (Edgerton Crossing)

	2020 Budget	2021 Budget	2022 Budget	2022 Estimate	2023 Recommended
Balance 1/1	$ -	$ -	$ -	$ -	$ 39,879
Revenues:					
TIF Revenue	-	-	-	100%	41,084
Charges for Services	-	-	-	-	-
Reimbursements	-	-	-	-	-
Total Revenue	$ -	$ -	$ -	-	$ 41,084
Expenditures:					
Administration	-	-	-	-	-
TIF Project Plan B1	-	-	-	-	38,081
39879					
Total Expenditures	$ -	$ -	$ -	-	$ 38,081
Revenues Over(Under) Expenditures	**$ -**	**$ -**	**$ -**		**$ 3,003**
Other Financing Sources & Uses:					
Transfers from Other Funds:					
Transfers to Other Funds:					
Transfer to General Fund - Admin Fee	-	-	-	-	(4,800)
Transfer to Capital Projects	-	-	-	-	(38,081)
Total Other Financing Sources & Uses	$ -	$ -	$ -		$ (42,881)
Balance 12/31	**$ -**	**$ -**	**$ -**	**$ 39,879**	**$ -**

Funding Sources: Property tax revenue increment from area designated in TIF district documents

Expenditures: City administrative fee, reimbursements to developers per development agreements

City of Edgerton
2023 Budget Work Session
July 7, 2022

Vehicles & Equipment

EDGERTON
global routes. local roots.
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Edgerton, KS 66021
P: 913.893.6231
EDGERTONKS.ORG

June 30, 2022

To: Mayor and City Council Members

From: Beth Linn, City Administrator
Karen Kindle, Finance Director
Dan Merkh, Public Works Director

Re: Vehicles Equipment 2022-2027

Staff has reviewed and updated the Vehicles & Equipment Plan for 2022-2027. The document is divided into the following sections:

- Recommended Budget – items scheduled for replacement in 2022 and 2023.
- Current Program – items scheduled for replacement in 2024-2027.
- Future Program – items scheduled for replacement in 2028 or later.
- Unfunded Equipment – items that have been requested but have not been funded.

The Vehicle & Equipment Process includes the following steps:

- Review the plan and obtain consensus on funding new requests, if any, at the budget work session.
- Staff updates the plan documents to reflect Governing Body direction given at the work session and brings back the plan for formal approval with the other 2023 Budget documents. This approval sets the budget for the purchase of the equipment items.
- After approval of the plan, purchase of the individual items will be made in 2022/2023 in accordance with the City's Purchasing Policy, including obtaining Governing Body approval if required by the Purchasing Policy.

Equipment Condition Rating Scale

New to the program this year is a rating scale to note the condition of each equipment item. The scale takes into account the age of the item, number and extent of repairs and visual inspection of the item.

Condition Rating	Rating Title	Rating Description
1	Failed	Unit outside the useful life - catastrophic emergency maintenance & repair needed to safely operate
2	Poor	Unit has traditionally received some urgent maintenance and/or minor emergency maintenance - Typically in the 7 - 9 yrs. of service
3	Fair	Unit has traditionally received only minor maintenance outside the traditional PM's - Typically in the 4 - 6 yrs. of service
4	Good	Unit has only received Standard PM's - Typically in the 1 - 3 yrs. of service.
5	Excellent	Brand New Unit - No PM's to-date

Recommended Budget 2022-2023 (Exhibit A)

Items on this list are recommended for replacement within the current year and the next budget year. There are columns that indicate the budget that was approved last year, the year a piece of equipment will be ordered and the year the payment will be made for the equipment item. For large equipment, it sometimes takes 9-12 months for the equipment to arrive after the order is placed, so having the two columns showing order year and payment year clarifies when the funding is actually needed for cash flow and forecasting purposes.

We have broken the document into three sections: (1) purchases that will need to come back through Council for approval per the Purchasing Policy; (2) purchases that can be approved by the City Administrator per the Purchasing Policy; and (3) payments required per lease agreements or other similar contracts. In each section we have listed the items in the order of priority. Also, we have added a column to indicate which items have an approved budget amount.

Timing for items in the Recommended Budget were updated as follows:

- The order year and payment year for the storm siren were updated from 2021 to 2022 as that project will not be undertaken until later in 2022.
- The phone system replacement year was moved up from 2025 to 2022. The current system has experienced issues with reliability over the past nine months. To prevent further interruption to phone services, staff would like to replace the system as soon as possible.

Amounts for existing items in the Recommended Budget were updated as follows:

- The cost for the Ford F-350 was increased from $38,000 to $45,000 to reflect an increase in truck prices.

Current Program (Exhibit B)

This list contains the items to be replaced in the balance of the five-year program (2024-2027). Staff reviewed the timing and replacement cost for these items and made the following changes from the plan that was approved by Council on September 9, 2021.

- Staff grouped together individual trucks with their related plows and spreaders. This involved some plow and spreader item replacement years to change to be the same as the truck to which they belong. Plows and spreaders are purchased as part of the truck and are sold with the truck at the end of its useful life.
    - Plow P-528 replacement year changed from 2027 to 2024.
    - Spreader S-528 replacement year changed from 2027 to 2024.
    - Plow P-530 replacement year changed from 2027 to 2025.
- Replacement costs were researched and updated as follows:
    - Truck 528 cost increased from $46,500 to $48,497.
    - Truck 454 replacement cost increased from $32,500 to $39,000.
    - Truck 819 replacement cost increased from $32,500 to $39,000.

Future Program (Exhibit C)

Items on this list have been reviewed by staff and have been determined to not need replacement within the five-year plan. Staff reviewed the timing and replacement cost for these items and made the following changes from the plan that was approved by Council on September 9, 2021.

- Items purchased in 2021 were added to the appropriate year in the future program.
  - Ford F350 4WD (Truck 520) – 2031 $46,500
  - BBCWWTP Aeration Diffuser – 2031 $25,500
  - Mack Granite FR Tandem Dump Truck (Truck 427) – 2034 $181,866
  - Henke 12 ft Plow (P-427) – 2034 $15,000
  - American Equipment Anti-ice Unit VariTech (S-427) – 2034 $16,674
  - Warren Spreader AC-2400-16 – 2034 $20,000
- Costs were reviewed and updated for items in 2023-2026
  - Ford F-350 CC (Truck 646) – from $46,500 to $53,000
  - Ford F-350 CC (Truck 647) – from 42,500 to $53,000
  - Palfinger – PCB 20 Utility Bed (UB-647) – from $11,000 to $17,250
  - Palfinger – PSC 3218 Service Crane – from $22,000 to $30,000.
  - Mack Granite GU 432 Dump Truck (Truck 728) – from $140,500 to $213,500.
  - Tough Equipment ARM SPX 10ft Plow (P-728) – from $7,500 to $14,250.
  - Tough Equipment ARM Tail Gate Spreader (S-728) – from $4,500 to $17,500.
  - Rotary SMO14 Vehicle Lift – from $13,500 to $16,250.
- The ABI Rascal Pro Infield Groomer was left off the list last year. It has been added with a replacement year of 2031 and a cost of $5,800.

Fund Summary (Exhibit D)

This schedule shows the estimated revenues and expenditures for 2022-2027 based on the Recommended Budget and the Current Program.

Revenues During 5-Year Plan

- The Equipment Reserve Fund – General shows an annual funding of $125,000 occurring in each year of the plan.
- The Equipment Reserve Fund – Water shows transfers from the Water Fund beginning in 2022. They begin at $15,000 per year in years 2022-2023 and increase to $25,000 in 2025 then increase again to $30,000 in years 2026-2027.
- The Equipment Reserve Fund – Sewer shows a transfer from the Sewer Fund in 2022 of $25,000. There are not any transfers planned in years 2023-2027.

Ending Fund Balances During the 5-Year Plan

- Equipment Reserve Fund – General
  - The balance at the end of the 5-year plan is positive; however, there are items on the unfunded list in addition to the replacement needs noted in the Future Program.
- Equipment Reserve Fund – Water

    - The balance at the end of the 5-year plan in is positive; however, the there are water items on the unfunded list. In addition, Utility staff are inventorying the system components which will result in more information about future equipment replacement needs.
- Equipment Reserve Fund – Sewer
    - The balance at the end of the 5-year plan is positive; however, there are a few items on the unfunded list. In addition, Utility staff are inventorying the system components which will result in more information about future equipment replacement needs.

Unfunded Equipment (Exhibit E)

The items on the Unfunded Equipment List are new items that have been requested by staff or the item requested is a significant change from the item being replaced and is, therefore, being treated as a new request.

There are two parts to this list. The first part is the list of requests that staff recommends be funded. The second part of the list are the requests that staff does not recommend funding at this time.

Staff is not currently recommending any items on the unfunded list be funded.

Exhibit A

City of Edgerton
Vehicle Equipment Replacement
Recommended Budget 2022-2023

Priority #	Budgeted in 2022-2026 Plan	Equipment Description	Dept.	Equip Type	Purch Year	Model Year	Current Mileage/ Hours	Est. Yearly Mileage/ Hours	Usage Frequency	General Condition	Approved Budget	Projected Replace Cost	Order Year	Payment Year	Alloc % Fund 13 General	Alloc % Fund 27 Water	Alloc % Fund 37 Sewer
Purchase Approval - Council																	
1	Yes	Storm Siren	PW	Storm Siren	New	New	New	New	New	New	$ 26,000	$ 26,000	2022	2022	100%	0%	0%
2	Yes	Storm Siren	PW	Storm Siren	New	New	New	New	New	New	$ 26,000	$ 26,000	2022	2022	100%	0%	0%
3	Yes	Traffic Counters	PW	Equipment	New	New	New	New	New	New	$ 24,000	$ 24,000	2022	2022	100%	0%	0%
4	Yes	Message Boards	PW	Equipment	New	New	New	New	New	New	$ 34,000	$ 34,000	2022	2022	100%	0%	0%
5	Yes	Compact Track/Wheel Loader	PW	Equipment	New	New	New	New	New	New	$ 85,000	$ 85,000	2023	2023	100%	0%	0%
6	Yes	Hydraulic Hammer Attachment	PW	Equipment	New	New	New	New	New	New	$ 17,000	$ 17,000	2023	2023	100%	0%	0%
7	Yes	Ford F-350 4WD (replacing an F-250)	UT	Vehicle	2000	2000	131863	8000 +	Daily	2	$ 38,000	$ 45,000	2023	2023	0%	50%	50%
8	Yes	Case 1840 Uni-Loader	UT	Equipment	?	1995	1416	?	Daily	2	$ 30,000	$ 30,000	2023	2023	0%	50%	50%
9	Yes	Sewer Equipment Sewer Jet (trailer)	UT	Equipment	2009	2009	105	17	Daily	2	$ 75,000	$ 92,000	2023	2023	0%	0%	100%
Purchase Approval - City Administrator																	
11	Yes	Edgerton Rd Tank Butterfly Valves Replaceme	UT	Water Syst	1982	1982	NA	NA	Daily	2	$ 10,230	$ 10,230	2022	2022	0%	100%	0%
12	No	Phone System	AD	Equipment	2017	2017	N/A	N/A	Daily	1	$ 5,000	$ 5,000	2022	2022	34%	33%	33%
13	No	Hustler Super Z HD 60RD - HTE934935	PW	Equipment	2017	2017	338		Seasonally	2	$ 13,000	$ 13,000	2023	2023	100%	0%	0%
14	No	Hustler Super Z HD 72RD - HTE934976	PW	Equipment	2017	2017	438		Seasonally	2	$ 13,500	$ 13,500	2023	2023	100%	0%	0%
Contract Payments																	
None.																	

Changed since 2022 Budget Process

Exhibit B

City of Edgerton
Vehicle Equipment Replacement Current Program (2024-2027)

Item #	Equipment Description	VIN/Serial #	Item Number	Dept.	Equip Type	Purch Year	Model Year	Current Mileage/ Hours	Est. Yearly Mileage/ Hours	Usage Frequency	General Condition	Projected Replace Cost	Updated Est. Replacement Year	Alloc % Fund 13 General	Alloc % Fund 27 Water	Alloc % Fund 37 Sewer
1	Concrete Saw			PW	Equipment	New	New	New	New	New	New Req	$ 20,000	2024	100%	0%	0%
2	Baldwin Booster Pump Replacement			UT	Water Syst			NA	NA	Daily	2	$ 15,400	2024	0%	100%	0%
3	Storm Siren - 1100 W. Braun		EM02	PW	Storm Siren	1999	1999	NA	NA	Occasionally	3	$ 26,000	2024	100%	0%	0%
4	Ford F-350 4WD - Flat Bed -> Plow & Spread	1FTRF3B61FEA88528	528	PW	Vehicle	2014	2014	45,361	8000 +	Daily	3	$ 46,500	2024	100%	0%	0%
5	Boss 8' to 10' EXT Snow Plow STB19200	401250652	P-528	PW	Snow & Ice	2017	2017	NA	NA	Seasonally	3	$ 8,000	2024	100%	0%	0%
6	Buyers Salt Dogg - 8ft Elect.	oo4780	S-528	PW	Snow & Ice	2017	2017	NA	NA	Seasonally	3	$ 7,600	2024	100%	0%	0%
7	Trailer Mounted Generator			PW	Equipment	New	New	New	New	New	New Req	$ 30,000	2025	34%	33%	33%
8	Ford F150 EcoBoost (Bldg. Inspector)	1FTEX1EP9FKE51454	454	CD	Vehicle	2015	2015	31,317		Daily	4	$ 39,000	2025	100%	0%	0%
9	Ford F-150 EcoBoost (Charlie)	1FTEX1EPXFKD30819	819	CD	Vehicle	2015	2015	43,024	6,000	Daily	4	$ 39,000	2025	100%	0%	0%
10	Simplicity 32 walk behind mower (Codes)	2014429254	254	CD	Equipment	2010	2010	215		Seasonally	3	$ 3,000	2025	100%	0%	0%
11	Ford F-250 4WD Truck ->F350 plow	1ZTRF3B61FEA88530	530	PW	Vehicle	2014	2014	61,390	8000 +	Daily	3	$ 46,500	2025	100%	0%	0%
12	Boss 8' to 10' EXT Snow Plow STB19200	401250953	P-530	PW	Snow & Ice	2017	2017	NA	NA	Seasonally	3	$ 8,000	2025	100%	0%	0%
13	Storm Siren - 207th & Columbine Cemetery		EM06	PW	Storm Siren	New Req	New Req	NA	NA	Occasionally	New Req	$ 26,000	2025	100%	0%	0%
14	60 Inch Bad Boy Outlaw Zero Turn Mower (BBCWWTP)		OO6	UT	Equipment	2015	2015	159		Seasonally	3	$ 13,000	2025	0%	0%	100%
15	Starlight Utility Trailer	1HWFS162541	541	UT	Equipment		1987	NA	NA	Daily	2	$ 7,500	2025	0%	50%	50%
16	Wright Stander 61" Zero Turn Mower	107296EF	6EF	PW	Equipment	2018	2018	734		Seasonally	3	$ 12,850	2025	100%	0%	0%
17	Ford F-350 4WD (Parks)	1FT8W3B60HEE05312	312	PK	Vehicle	2017	2017	29,488	6,000	Daily	4	$ 46,500	2027	100%	0%	0%
18	Snow Plow (Parks Truck)	1.70221E+16	P312	PK	Snow & Ice	2017	2017	NA	NA	Seasonally	4	$ 8,000	2027	100%	0%	0%
19	Neptune Water Meters (1/4 of all meters)			UT	Meter	2016	2016	NA	NA	Daily	4	$ 36,750	2027	0%	100%	0%

Exhibit C

City of Edgerton
Vehicle Equipment Replacement Future Program (2028+)

Item #	Equipment Description	VIN/Serial #	Item Number	Dept.	Equip Type	Purch Year	Model Year	Current Mileage/ Hours	Est. Yearly Mileage/ Hours	Usage Frequency	General Condition	Projected Replace Cost	Updated Est. Replacement Year	Alloc % Fund 13 General	Alloc % Fund 27 Water	Alloc % Fund 37 Sewer
1	Neptune Water Meters (1/4 of all meters)			UT	Meter	2016	2016	NA	NA	Daily	4	$ 36,750	2028	0%	100%	0%
2	Ford F-350 CC - w/ Spreader	1FD8W3H64KED68646	646	PW	Vehicle	2019	2019	12,116.0	8000 +	Daily	5	$ 53,000	2028	100%	0%	0%
3	Future Line - Rancher Flat Bed		FB-646	PW	Vehicle	2019	2019	NA	NA	Daily	5	$ 9,000	2028	100%	0%	0%
4	Meyers 9.0 LP Commercial		P-646	PW	Snow & Ice	2019	2019	NA	NA	Daily	5	$ 7,200	2028	100%	0%	0%
5	Ford F-350 CC	1FD8W3H64KED68647	647	UT	Vehicle	2019	2019	20,631.0	8000 +	Daily	5	$ 53,000	2028	0%	50%	50%
6	Palfinger - PCB 20 Utility Bed		UB-647	UT	Vehicle	2019	2019	NA	NA	Daily	5	$ 17,250	2028	0%	50%	50%
7	Palfinger - PSC 3218 Service Crane		SC-647	UT	Equipment	2019	2019	NA	NA	Daily	5	$ 30,000	2028	0%	50%	50%
8	Neptune Water Meters (1/4 of all meters)			UT	Meter	2016	2016	NA	NA	Daily	4	$ 36,750	2029	0%	100%	0%
9	John Deere 50G Compact Excavator	1FF050GXPGH284368	368	PW	Equipment	2017	2017	171.1	NA	Daily	5	$ 70,000	2029	34%	33%	33%
10	Neptune Water Meters (1/4 of all meters)			UT	Meter	2016	2016	NA	NA	Daily	5	$ 36,750	2029	0%	100%	0%
11	Utility Task Vehicle (Kubota)	A5KC2GDBAHG034584	584	PK	Equipment	2017	2017	431	NA	Daily	4	$ 20,000	2030	100%	0%	0%
12	UTV Plow V5289	21615504	P-584	PK	Snow & Ice	2017	2017	NA	NA	Seasonally	4	$ 5,000	2030	100%	0%	0%
13	Mack Granite GU 432	1M2AX34C2HM010728	728	PW	Heavy Truck	2017	2017	0	3,000	Weekly	5	$ 213,500	2030	100%	0%	0%
14	Tough Equipment ARM SPX 10ft Plow	7796	P-728	PW	Snow & Ice	2017	2017	NA	NA	Seasonally	5	$ 14,250	2030	100%	0%	0%
15	Tough Equipment ARM Tail Gate Spreader	9.14.2017	S-728	PW	Snow & Ice	2017	2017	NA	NA	Seasonally	5	$ 17,500	2030	100%	0%	0%
16	Traffic CAD Software	229968H BC170600	PWS03-2	PW	Equipment	2017	2017	NA	NA	Weekly	5	$ 3,300	2030	100%	0%	0%
17	Graphtec FC8600-130 Sign Plotter		PWS03	PW	Equipment	2017	2017	NA	NA	Weekly	5	$ 9,500	2030	100%	0%	0%
18	48" HSRA Squeese Roller		PWS03-3	PW	Equipment	2017	2017	NA	NA	Weekly	5	$ 2,300	2030	100%	0%	0%
19	Portable Radios (4)			PW	Equipment	2020	2020	NA	NA	Daily	5	$ 9,800	2030	100%	0%	0%
20	BBCWWTP Aeration Basin Diffuser Replacement			UT	Sewer Syst	2021	2031	NA	NA	Daily	5	$ 25,500	2031	0%	0%	100%
21	Ford F-350 4WD	1FT8X3B60MEC70520	520	PW	Vehicle	2021	2021	5,689	8000+	Daily	5	$ 46,500	2031	100%	0%	0%
22	Boss Plow		P-520	PW	Snow & Ice	2021	2021	NA	NA	Seasonally	5	$ 8,000	2031	100%	0%	0%
23	ABI Rascal Pro Infield Groomer 10-99077	A-112037	O37	PK	Equipment	2021	2021	NA	NA	Seasonally	5	$ 5,800	2031	100%	0%	0%
24	Allen-Bradley PLC (Baldwin BPS)			UT	SCADA	2016	2016	NA	NA	Daily	4	$ 3,000	2031	0%	100%	0%
25	Allen-Bradley PLC (Spoon Creek BPS)			UT	SCADA	2016	2016	NA	NA	Daily	4	$ 3,000	2031	0%	100%	0%
26	Allen-Bradley PLC (Control Valve Hwy 56)			UT	SCADA	2016	2016	NA	NA	Daily	4	$ 3,000	2031	0%	100%	0%
27	Allen-Bradley PLC (Control Valve 207th)			UT	SCADA	2016	2016	NA	NA	Daily	4	$ 3,000	2031	0%	100%	0%
28	Allen-Bradley PLC (Water Tower-County Line)			UT	SCADA	2016	2016	NA	NA	Daily	4	$ 3,000	2031	0%	100%	0%
29	Allen-Bradley PLC (Water Tower-Edgerton Rd)			UT	SCADA	2016	2016	NA	NA	Daily	4	$ 3,000	2031	0%	100%	0%
30	Allen-Bradley PLC (Water Tower-Manor Tank)			UT	SCADA	2016	2016	NA	NA	Daily	4	$ 3,000	2031	0%	100%	0%
31	MDS iNET II Radio (Baldwin BPS)			UT	SCADA	2016	2016	NA	NA	Daily	4	$ 2,500	2031	0%	100%	0%
32	MDS iNET II Radio (Spoon Creek BPS)			UT	SCADA	2016	2016	NA	NA	Daily	4	$ 2,500	2031	0%	100%	0%
33	MDS iNET II Radio (Control Valve-Hwy 56)			UT	SCADA	2016	2016	NA	NA	Daily	4	$ 2,500	2031	0%	100%	0%
34	MDS iNET II Radio (Control Valve-207th)			UT	SCADA	2016	2016	NA	NA	Daily	4	$ 2,500	2031	0%	100%	0%
35	MDS iNET II Radio (Water Tower-County LIne)			UT	SCADA	2016	2016	NA	NA	Daily	4	$ 2,500	2031	0%	100%	0%
36	MDS iNET II Radio (Water Tower-Edgerton Rd)			UT	SCADA	2016	2016	NA	NA	Daily	4	$ 2,500	2031	0%	100%	0%
37	MDS iNET II Radio Water Tower-Manor Tank)			UT	SCADA	2016	2016	NA	NA	Daily	4	$ 2,500	2031	0%	100%	0%
38	Rotory SMO14 - Vehicle Lift	FA7147	147	PW	Equipment	2016	2016	NA	NA	Daily	5	$ 16,250	2032	100%	0%	0%
39	Seal Master Crack Pro 125 Asphalt Crack Sea	1S9P1151XL0420511	511	PW	Equipment	2020	2020	37	NA	Seasonally	5	$ 58,000	2033	100%	0%	0%
40	Animal Control Truck Bed Insert - Dogs			CD	Equipment	2019	2019	NA	NA	Daily	5	$ 4,500	2034	100%	0%	0%
41	Mack Granite FR Tandem Dump Truck	1M2GR3GC3NM025427	427	PW	Heavy Truck	2021	2021	2,354	3,000	Weekly	5	$ 181,866	2034	100%	0%	0%
42	American Equipment Anti-Ice Unit VariTech	14180	B-427	PW	Equipment	2021	2021	NA	NA	Seasonally	5	$ 16,674	2034	100%	0%	0%
43	Henke 12 Ft Plow 36R12IS-ECT	32232	P-427	PW	Snow & Ice	2021	2021	NA	NA	Seasonally	5	$ 15,000	2034	100%	0%	0%
44	Warren Spreader AC-2400-16	SC20815	S-427	PW	Snow & Ice	2021	2021	NA	NA	Seasonally	5	$ 20,000	2034	100%	0%	0%
45	Cub-Cadet Snow Blower - 31DH975W710	16174B10153	153	PW	Equipment	2015	2015	NA	NA	Seasonally	5	$ 3,200	2035	100%	0%	0%
46	Storm Siren - IMF Lift Station		EM05	PW	Storm Siren	2015	2015	NA	NA	Occasionally	4	$ 26,000	2035	100%	0%	0%
47	Kubota SSV75 Skid Steer - 23116/8HL2632	JKUS075K10J23116	116	PW	Equipment	2017	2017	322	50	Weekly	5	$ 46,500	2036	0%	50%	50%

Exhibit C

City of Edgerton
Vehicle Equipment Replacement Future Program (2028+)

Item #	Equipment Description	VIN/Serial #	Item Number	Dept.	Equip Type	Purch Year	Model Year	Current Mileage/ Hours	Est. Yearly Mileage/ Hours	Usage Frequency	General Condition	Projected Replace Cost	Updated Est. Replacement Year	Alloc % Fund 13 General	Alloc % Fund 27 Water	Alloc % Fund 37 Sewer
48	Cold Planer - AP450HD	C13117	CP-116	PW	Equipment	2018	2018	NA	NA	Seasonally	5	$ 13,480	2036	0%	50%	50%
49	Kubota Box Broom	1072694K	BB-116	PW	Equipment	2020	2020	NA	NA	Seasonally	5	$ 8,900	2037	100%	0%	0%
50	Kubota SSV75 Skid Steer - Tooth Bucket	1031804K	TB-116	PW	Equipment	2017	2017	NA	NA	Weekly	5	incl w/skid steer	2036	0%	50%	50%
51	Kubota SSV75 Skid Steer - Smooth Bucket	1011803K	SB-116	PW	Equipment	2017	2017	NA	NA	Weekly	5	incl w/skid steer	2036	0%	50%	50%
52	John Deere Smooth Bucket	X2010041649	SB#2-116	PW	Equipment	2016	2016	NA	NA	Monthly	5	incl w/skid steer	2036	100%	0%	0%
53	Apprentice Tool Set	Cornwell -	PWS02	PW	Equipment	2016	2016	NA	NA	Daily	5	$ 6,000	2036	100%	0%	0%
54	Homestead Ln (S) @ I35	20336lc/ts		PW	Traffic Signal	2016	2016	NA	NA	Daily	5	$ 145,000	2036	100%	0%	0%
55	Homestead Ln (N) @ I35	20365lc/ts		PW	Traffic Signal	2016	2016	NA	NA	Daily	5	$ 145,500	2036	100%	0%	0%
56	Homestead Ln @ 199th St	32708lc/ts		PW	Traffic Signal	2016	2016	NA	NA	Daily	5	$ 130,000	2036	100%	0%	0%
57	Homestead Ln @ 191th St	19108lc/ts		PW	Traffic Signal	2016	2016	NA	NA	Daily	5	$ 207,000	2036	100%	0%	0%
58	Storm Siren - Manor Park		EM01	PW	Storm Siren	2016	2016	NA	NA	Occasionally	4	$ 26,000	2036	100%	0%	0%
59	Mahindra 2555 HST Compact Tractor	55HC K00859	859	PK	Equipment	2018	2018	83	150	Weekly	5	$ 34,000	2037	100%	0%	0%
60	Mahindra 2555 Loader	55CL K00383	L-859	PK	Equipment	2018	2018	NA	NA	Weekly	5	incl with tractor	2037	100%	0%	0%
61	Mahindra Box Blade	245749	BB-859	PK	Equipment	2018	2018	NA	NA	Monthly	5	$ 1,172	2037	100%	0%	0%
62	Mahindra Aerator-12	K13361-1	A-859	PK	Equipment	2018	2018	NA	NA	Monthly	5	$ 3,350	2037	100%	0%	0%
63	Lamar 83" x 18' Trailer	5RVUC182XJP056353	353	PK	Equipment	2017	2017	NA	NA	Daily	5	$ 3,500	2037	100%	0%	0%
64	Cat 12m3 AWD Motor Grader	CAT0012MHN9B00409	409	PW	Equipment	2017	2017	238		Weekly	5	$ 300,000	2037	100%	0%	0%
65	V-Plow (Cat 12m3 AWD Motor Grader)		VP-409	PW	Equipment	2014	2014	NA	NA	Seasonally	5	$ 25,000	2037	100%	0%	0%
66	Volvo DD25B Roller	VCE0D25BF0H661034	O34	PW	Equipment	2018	2018	7	50	Seasonally	5	$ 36,000	2037	100%	0%	0%
67	191st St @ Waverly Rd			PW	Traffic Signal	2017	2017	NA	NA	Daily	5	$ 211,000	2037	100%	0%	0%
68	Diamond C 13 Deckover Equipment Trailer	46UFU2426J1195966	966	PW	Equipment	2018	2018	NA	NA	Daily	5	$ 8,290	2038	34%	33%	33%
69	Diamond C 48HDT	46UF2423J1203361	361	PW	Equipment	2018	2018	NA	NA	Daily	5	$ 9,359	2038	100%	0%	0%
70	Catepillar 926M Wheel Loader w/3 yd bucket	D8T628932J308897	897	PW	Equipment	2020	2020	167	NA	Weekly	5	$ 157,000	2040	100%	0%	0%
71	Dynamax Grapple Bucket for Wheel Loader	170430	DB-897	PW	Equipment	2020	2020	NA	NA	Weekly	5	$ 22,000	2040	100%	0%	0%
72	Catepillar Fork Attachement for Wheel Loader	532-8222	F-897	PW	Equipment	2020	2020	NA	NA	Weekly	5	$ 3,500	2040	100%	0%	0%
73	Motor Grader Scarifier	8AW02416	SF-409	PW	Equipment	2020	2020	NA	NA	Weekly	5	$ 5,000	2040	100%	0%	0%
74	Streetlights - Homestead Ln Interchange			PW	Streetlight	2013	2013	NA	NA	Daily	5	$ 228,000	2043	100%	0%	0%
75	Streetlights - Waverly Rd Bridge			PW	Streetlight	2016	2016	NA	NA	Daily	5	$ 222,300	2046	100%	0%	0%
76	Streetlights - Homestead & 207th			PW	Streetlight	2019	2019	NA	NA	Daily	5	$ 417,640	2049	100%	0%	0%

City of Edgerton
Vehicle & Equipment Replacement
Fund Summary 2021-2027

Fund 13 - General Equipment Reserve Fund

	2021	2022	2023	2024	2025	2026	2027
Beginning Balance, Jan 1	$ 429,453	$ 278,352	$ 291,652	$ 288,152	$ 305,052	$ 245,502	$ 370,502
Transfers in or Other Revenues	126,775	125,000	125,000	125,000	125,000	125,000	125,000
Vehicle/Equipment Purchases	(277,876)	(111,700)	(128,500)	(108,100)	(184,550)	-	(54,500)
Ending Balance, 12/31	$ 278,352	$ 291,652	$ 288,152	$ 305,052	$ 245,502	$ 370,502	$ 441,002

Fund 27 - Water Equipment Reserve Fund

	2021	2022	2023	2024	2025	2026	2027
Beginning Balance, Jan 1	$ 53,006	$ 53,006	$ 56,126	$ 33,626	$ 43,226	$ 59,576	$ 89,576
Transfers in or Other Revenues	-	15,000	15,000	25,000	30,000	30,000	30,000
Vehicle/Equipment Purchases	-	(11,880)	(37,500)	(15,400)	(13,650)	-	(36,750)
Ending Balance, 12/31	$ 53,006	$ 56,126	$ 33,626	$ 43,226	$ 59,576	$ 89,576	$ 82,826

Fund 37 - Sewer Equipment Reserve Fund

	2021	2022	2023	2024	2025	2026	2027
Beginning Balance, Jan 1	$ 117,612	$ 153,845	$ 177,195	$ 47,695	$ 47,695	$ 21,045	$ 21,045
Transfers in or Other Revenues	53,640	25,000	-	-	-	-	-
Vehicle/Equipment Purchases	(17,407)	(1,650)	(129,500)	-	(26,650)	-	-
Ending Balance, 12/31	$ 153,845	$ 177,195	$ 47,695	$ 47,695	$ 21,045	$ 21,045	$ 21,045

City of Edgerton
Unfunded Equipment

Exhibit E

Unfunded New Vehicle and Equipment Request - Recommended

Item #	Equipment Description	Dept.	Equip Type	Estimated Cost	Recommended Year	Alloc % Fund 13 General	Alloc % Fund 27 Water	Alloc % Fund 37 Sewer

Unfunded New Vehicle and Equipment Request - Not Recommended

Item #	Equipment Description	Dept.	Equip Type	Estimated Cost	Recommended Year	Alloc % Fund 13 General	Alloc % Fund 27 Water	Alloc % Fund 37 Sewer
1	PTO Overseeder (tractor attachment) (ballfields)	PK	Equipment	$ 10,000	n/a	100%	0%	0%
2	Concrete Crack Seal Machine (trailer mounted)	PW	Equipment	$ 80,000	n/a	100%	0%	0%
3	Diagnostic Scan Tool	PW	Equipment	$ 18,000	n/a	100%	0%	0%
4	Dump Truck	PW	Heavy Truck	$ 98,000	n/a	100%	0%	0%
5	GPS Data Collection System	PW	Equipment	$ 15,000	n/a	100%	0%	0%
6	Snow Blower attachment for UTV (trail size)	PW	Equipment	$ 22,000	n/a	100%	0%	0%
7	Storm Siren	PW	Storm Siren	$ 26,000	n/a	100%	0%	0%
8	Generator for 8th Street Lift Station	UT	Equipment	$ 35,000	n/a	0%	0%	100%
9	Sewer Inspection Camera	UT	Equipment	$ 60,000	n/a	40%	0%	60%
10	Sewer Push Camera	UT	Equipment	$ 12,500	n/a	40%	0%	60%
11	Trench Box	UT	Equipment	$ 22,000	n/a	50%	25%	25%

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City Council Action Item

Council Meeting Date: September 8, 2022

Department: Administration

Agenda Item: Consider Ordinance No. 2118 Authorizing And Providing For The Issuance Of General Obligation Bonds, Series 2022A, Of The City Of Edgerton, Kansas

Background/Description of Item: At the July 28, 2022, Council Meeting, City Council approved an agreement with the City of Gardner to acquire their interest in the BBCWWTP joint infrastructure. At that same meeting, City Council approved Resolution No. 07-28-22B which authorized the City to offer bonds for sale to fund the acquisition of the BBCWWTP joint infrastructure.

In accordance with Kansas statutes, the City's financial advisor, Columbia Capital, will hold a competitive sale on September 8, 2022, which will be after packet publication. The results of the sale will be provided at the Council meeting that evening.

Ordinance No. 2118 authorizes the issuance of the bonds, and notes that the specific terms of the bonds will be outlined in the Bond Resolution, which will be considered by the Governing Body after consideration of this Ordinance.

The City Attorney has reviewed and approved this Ordinance.

Related Ordinance(s) or Statue(s): Resolution No. 07-28-22B

Funding Source: n/a

Budget Allocated: n/a

Finance Director Approval: x Karen E. Kindle
Karen Kindle, Finance Director

Recommendation: Approve Ordinance No. 2118 Authorizing And Providing For The Issuance Of General Obligation Bonds, Series 2022A, Of The City Of Edgerton, Kansas

Enclosed: Ordinance No. 2118

Prepared by: Karen Kindle, Finance Director

ORDINANCE NO. 2118

OF

THE CITY OF EDGERTON, KANSAS

PASSED

SEPTEMBER 8, 2022

GENERAL OBLIGATION BONDS
SERIES 2022A

ORDINANCE NO. 2118

AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION BONDS, SERIES 2022A, OF THE CITY OF EDGERTON, KANSAS.

WHEREAS, the City of Edgerton, Kansas (the "City" or "Issuer") is a city of the third class, duly created, organized and existing under the Constitution and laws of the State; and

WHEREAS, the City, pursuant to Charter Ordinance No. 22 of the Issuer, has previously authorized certain improvements described as follows (the "Improvements"):

Project Description	Authority (K.S.A.)	Amount
Acquisition of a portion of Big Bull Creek Wastewater Treatment Facility	Charter Ord. No. 22; Art. 12, Sec. 5 of the Constitution of the State of Kansas	$4,500,000

WHEREAS, the City proposes to issue its general obligation bonds to permanently finance the Improvements; and

WHEREAS, the governing body of the City is authorized by law to issue general obligation bonds of the City to pay the costs of the Improvements; and

WHEREAS, the governing body of the City has advertised the sale of the Bonds in accordance with the law and at a meeting held in the City on this date awarded the sale of such Bonds to the best bidder.

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

Section 1. Definitions of Words and Terms. In addition to words and terms defined elsewhere herein, the following words and terms in this Ordinance shall have the meanings hereinafter set forth. Unless the context shall otherwise indicate, words importing the singular number shall include the plural and vice versa, and words importing persons shall include firms, associations and corporations, including public bodies, as well as natural persons.

"Act" means the Constitution and statutes of the State including K.S.A. 10-101 to 10-125, inclusive, K.S.A. 10-620 *et seq*., Charter Ordinance No. 22 of the Issuer and Article 12, Section 5 of the Constitution of the State of Kansas, all as amended and supplemented from time to time.

"Bond and Interest Fund" means the Bond and Interest Fund of the City for its general obligation bonds.

"Bond Resolution" means the resolution to be adopted by the governing body of the City prescribing the terms and details of the Bonds and making covenants with respect thereto.

"Bonds" means the City's General Obligation Bonds, Series 2022A, dated September 22, 2022, authorized by this Ordinance.

"City" means the City of Edgerton, Kansas.

"Clerk" means the duly appointed and acting Clerk of the City or, in the Clerk's absence, the duly appointed Deputy, Assistant or Acting Clerk.

"Mayor" means the duly elected and acting Mayor of the City or, in the Mayor's absence, the duly appointed and/or elected Vice Mayor or Acting Mayor of the City.

"Ordinance" means this Ordinance authorizing the issuance of the Bonds.

"State" means the State of Kansas.

Section 2. Authorization of the Bonds. There shall be issued and hereby are authorized and directed to be issued the General Obligation Bonds, Series 2022A, of the City in the principal amount of $[PRINCIPAL AMOUNT], for the purpose of providing funds to: (a) pay a portion of the costs of the Improvements; and (b) pay costs of issuance of the Bonds.

Section 3. Security for the Bonds. The Bonds shall be general obligations of the City payable as to both principal and interest from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the City. The full faith, credit and resources of the City are hereby irrevocably pledged for the prompt payment of the principal of and interest on the Bonds as the same become due.

Section 4. Terms, Details and Conditions of the Bonds. The Bonds shall be dated and bear interest, shall mature and be payable at such times, shall be in such forms, shall be subject to redemption and payment prior to the maturity thereof, and shall be issued and delivered in the manner prescribed and subject to the provisions, covenants and agreements set forth in the Bond Resolution hereafter adopted by the governing body of the City.

Section 5. Levy and Collection of Annual Tax. The governing body of the City shall annually make provision for the payment of principal of, premium, if any, and interest on the Bonds as the same become due by levying and collecting the necessary taxes upon all of the taxable tangible property within the City in the manner provided by law.

The taxes above referred to shall be extended upon the tax rolls in each of the several years, respectively, and shall be levied and collected at the same time and in the same manner as the general ad valorem taxes of the City are levied and collected, shall be used solely for the payment of the principal of, redemption premium, if any, and interest on the Bonds as and when the same become due and the fees and expenses of the Paying Agent. The proceeds derived from said taxes shall be deposited in the Bond and Interest Fund.

If at any time said taxes are not collected in time to pay the principal of or interest on the Bonds when due, the Treasurer is hereby authorized and directed to pay said principal or interest out of the general funds of the City and to reimburse said general funds for money so expended when said taxes are collected.

Section 6. Further Authority. The Mayor, Clerk and other City officials are hereby further authorized and directed to execute any and all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of the Ordinance, and to make alterations, changes or additions in the foregoing agreements, statements, instruments and other documents herein approved, authorized and confirmed which they may approve, and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

Section 7. Governing Law. This Ordinance and the Bonds shall be governed exclusively by and construed in accordance with the applicable laws of the State.

Section 8. Effective Date. This Ordinance shall take effect and be in full force from and after its passage by the governing body of the City, approval by the Mayor and publication of the Ordinance or a summary thereof in the official City newspaper.

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PASSED by the governing body of the City on September 8, 2022 and **APPROVED AND SIGNED** by the Mayor.

(SEAL)

_____
Donald Roberts, Mayor

ATTEST:

_____
Christopher Clinton, Deputy City Clerk

APPROVED AS TO FORM:

_____
Gilmore & Bell, P.C., Bond Counsel

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City Council Action Item

Council Meeting Date: September 8, 2022

Department: Administration

Agenda Item: Consider Resolution No. 09-08-22B Prescribing The Form And Details Of And Authorizing And Directing The Sale And Delivery Of General Obligation Bonds, Series 2022a, Of The City Of Edgerton, Kansas, Previously Authorized By Ordinance No. 2118.

Background/Description of Item:
At the July 28, 2022, Council Meeting, City Council approved an agreement with the City of Gardner to acquire their interest in the BBCWWTP joint infrastructure. At that same meeting, City Council approved Resolution No. 07-28-22B which authorized the City to offer bonds for sale to fund the acquisition of the BBCWWTP joint infrastructure.

In accordance with Kansas statutes, the City's financial advisor, Columbia Capital, will hold a competitive sale on September 8, 2022, which will be after packet publication. The results of the sale will be provided at the Council meeting that evening.

Resolution No. 09-08-22B- contains the specifics for the bonds including the amount of the bonds, the interest rate, the maturity date, repayment provisions, etc. Approval of Resolution No. 09-08-22B is the final step in the issuance process for the Series 2022A General Obligation Bonds. If approved, the closing date for the bonds would be September 22, 2022.

The City Attorney has reviewed and approved this resolution and the Bond Purchase Agreement.

Related Ordinance(s) or Statue(s): Ordinance No. 2118, Resolution No. 07-28-22B

Funding Source: n/a

Budget Allocated: n/a

Finance Director Approval: x Karen E. Kindle
Karen Kindle, Finance Director

Recommendation: Approve Resolution No. 09-08-22B Prescribing The Form And Details Of And Authorizing And Directing The Sale And Delivery Of General Obligation Bonds, Series 2022a, Of The City Of Edgerton, Kansas, Previously Authorized By Ordinance No. 2118.

Enclosed: Resolution No. 09-08-22B

Prepared by: Karen Kindle, Finance Director

RESOLUTION NO. 09-08-22B

OF

THE CITY OF EDGERTON, KANSAS

ADOPTED

SEPTEMBER 8, 2022

GENERAL OBLIGATION BONDS
SERIES 2022A

TABLE OF CONTENTS

ARTICLE I

DEFINITIONS

Section 101. Definitions of Words and Terms. 1

ARTICLE II

AUTHORIZATION AND DETAILS OF THE BONDS

Section 201. Authorization of the Bonds. 8
Section 202. Description of the Bonds. 8
Section 203. Designation of Paying Agent and Bond Registrar. 9
Section 204. Method and Place of Payment of the Bonds. 9
Section 205. Payments Due on Saturdays, Sundays and Holidays. 10
Section 206. Registration, Transfer and Exchange of Bonds. 10
Section 207. Execution, Registration, Authentication and Delivery of Bonds. 11
Section 208. Mutilated, Lost, Stolen or Destroyed Bonds. 12
Section 209. Cancellation and Destruction of Bonds Upon Payment. 12
Section 210. Book-Entry Bonds; Securities Depository. 12
Section 211. Nonpresentment of Bonds. 13
Section 212. Preliminary and Final Official Statement. 14
Section 213. Sale of the Bonds. 14

ARTICLE III

REDEMPTION OF BONDS

Section 301. Redemption by Issuer. 14
Section 302. Selection of Bonds to be Redeemed. 15
Section 303. Notice and Effect of Call for Redemption. 16

ARTICLE IV

SECURITY FOR BONDS

Section 401. Security for the Bonds. 18
Section 402. Levy and Collection of Annual Tax; Transfer to Debt Service Account. 18

ARTICLE V

ESTABLISHMENT OF FUNDS AND ACCOUNTS

DEPOSIT AND APPLICATION OF BOND PROCEEDS AND OTHER MONEYS

Section 501. Creation of Funds and Accounts. 18
Section 502. Deposit of Bond Proceeds and Other Moneys. 19
Section 503. Application of Moneys in the Improvement Fund. 19
Section 504. Substitution of Improvements; Reallocation of Proceeds. 19

Section 506. Application of Moneys in Debt Service Account. 19
Section 507. Application of Moneys in the Rebate Fund. 20
Section 508. Deposits and Investment of Moneys. 20

ARTICLE VI

DEFAULT AND REMEDIES

Section 601. Remedies. 21
Section 602. Limitation on Rights of Owners. 21
Section 603. Remedies Cumulative. 21

ARTICLE VII

DEFEASANCE

Section 701. Defeasance. 22

ARTICLE VIII

TAX COVENANTS

Section 801. General Covenants. 22
Section 802. Survival of Covenants. 22

ARTICLE IX

CONTINUING DISCLOSURE REQUIREMENTS

Section 901. Disclosure Requirements. 23
Section 902. Failure to Comply with Continuing Disclosure Requirements. 23

ARTICLE X

MISCELLANEOUS PROVISIONS

Section 1001. Annual Audit. 23
Section 1002. Amendments. 23
Section 1003. Notices, Consents and Other Instruments by Owners. 24
Section 1004. Notices. 25
Section 1005. Electronic Transactions. 25
Section 1006. Further Authority. 25
Section 1007. Severability. 25
Section 1008. Governing Law. 25
Section 1009. Effective Date. 26

EXHIBIT A – FORM OF BONDS A-1

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RESOLUTION NO. 09-08-22B

A RESOLUTION PRESCRIBING THE FORM AND DETAILS OF AND AUTHORIZING AND DIRECTING THE SALE AND DELIVERY OF GENERAL OBLIGATION BONDS, SERIES 2022A, OF THE CITY OF EDGERTON, KANSAS, PREVIOUSLY AUTHORIZED BY ORDINANCE NO. 2118

WHEREAS, the Issuer has passed the Ordinance authorizing the issuance of the Bonds; and

WHEREAS, the Ordinance authorized the City Council of the Issuer (the "Governing Body") to adopt a resolution prescribing certain details and conditions and to make certain covenants with respect to the issuance of the Bonds; and

WHEREAS, the City Council of the Issuer (the "Governing Body" has advertised the sale of the Bonds in accordance with the law and at a meeting held in the City on this date, awarded the sale of such Bonds to the lowest bidder; and

WHEREAS, the Governing Body hereby finds and determines that it is necessary for the Issuer to authorize the issuance and delivery of the Bonds in the principal amount of $[PRINCIPAL AMOUNT] pay the costs of the Improvements.

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

ARTICLE I

DEFINITIONS

Section 101. Definitions of Words and Terms. In addition to words and terms defined elsewhere herein, the following words and terms as used in this Bond Resolution shall have the meanings hereinafter set forth. Unless the context shall otherwise indicate, words importing the singular number shall include the plural and vice versa, and words importing persons shall include firms, associations and corporations, including public bodies, as well as natural persons.

"Act" means the Constitution and statutes of the State including K.S.A. 10-101 to 10-125, inclusive, K.S.A. 10-620 *et seq*., Charter Ordinance No. 22 of the Issuer and Article 12, Section 5 of the Constitution of the State of Kansas, all as amended and supplemented from time to time.

"Authorized Denomination" means $5,000 or any integral multiples thereof.

"Beneficial Owner" of the Bonds includes any Owner of the Bonds and any other Person who, directly or indirectly has the investment power with respect to such Bonds.

"Bond and Interest Fund" means the Bond and Interest Fund of the Issuer for its general obligation bonds.

"Bond Counsel" means the firm of Gilmore & Bell, P.C., or any other attorney or firm of attorneys whose expertise in matters relating to the issuance of obligations by states and their political subdivisions is nationally recognized and acceptable to the Issuer.

"Bond Payment Date" means any date on which principal of or interest on any Bond is payable.

"Bond Register" means the books for the registration, transfer and exchange of Bonds kept at the office of the Bond Registrar.

"Bond Registrar" means the State Treasurer, and any successors and assigns.

"Bond Resolution" means this resolution relating to the Bonds.

"Bonds" or "Bond" means the General Obligation Bonds, Series 2022A, authorized and issued by the Issuer pursuant to the Ordinance and this Bond Resolution.

"Business Day" means a day other than a Saturday, Sunday or any day designated as a holiday by the Congress of the United States or by the Legislature of the State and on which the Paying Agent is scheduled in the normal course of its operations to be open to the public for conduct of its operations.

"Cede & Co." means Cede & Co., as nominee of DTC and any successor nominee of DTC.

"City" means the City of Edgerton, Kansas.

"Clerk" means the duly appointed and/or elected Clerk or, in the Clerk's absence, the duly appointed Deputy Clerk or Acting Clerk of the Issuer.

"Code" means the Internal Revenue Code of 1986, as amended, and the applicable regulations promulgated thereunder by the United States Department of the Treasury.

"Costs of Issuance" means all costs of issuing the Bonds, including but not limited to all publication, printing, signing and mailing expenses in connection therewith, registration fees, financial advisory fees, all legal fees and expenses of Bond Counsel and other legal counsel, expenses incurred in connection with compliance with the Code, all expenses incurred in connection with receiving ratings on the Bonds, and any premiums or expenses incurred in obtaining municipal bond insurance on the Bonds.

"Dated Date" means September 22, 2022.

"Debt Service Account" means the Debt Service Account for General Obligation Bonds, Series 2022A created within the Bond and Interest Fund pursuant to ***Section 501*** hereof.

"Debt Service Requirements" means the aggregate principal payments (whether at maturity or pursuant to scheduled mandatory sinking fund redemption requirements) and interest payments on the Bonds for the period of time for which calculated; provided, however, that for purposes of calculating such amount, principal and interest shall be excluded from the determination of Debt Service Requirements to the extent that such principal or interest is payable from amounts deposited in trust, escrowed or otherwise set aside for the payment thereof with the Paying Agent or other commercial bank or trust company located in the State and having full trust powers.

"Defaulted Interest" means interest on any Bond which is payable but not paid on any Interest Payment Date.

"Defeasance Obligations" means any of the following obligations:

(a) United States Government Obligations that are not subject to redemption in advance of their maturity dates; or

(b) obligations of any state or political subdivision of any state, the interest on which is excluded from gross income for federal income tax purposes and which meet the following conditions:

(1) the obligations are (i) not subject to redemption prior to maturity or (ii) the trustee for such obligations has been given irrevocable instructions concerning their calling and redemption and the issuer of such obligations has covenanted not to redeem such obligations other than as set forth in such instructions;

(2) the obligations are secured by cash or United States Government Obligations that may be applied only to principal of, premium, if any, and interest payments on such obligations;

(3) such cash and the principal of and interest on such United States Government Obligations (plus any cash in the escrow fund) are sufficient to meet the liabilities of the obligations;

(4) such cash and United States Government Obligations serving as security for the obligations are held in an escrow fund by an escrow agent or a trustee irrevocably in trust;

(5) such cash and United States Government Obligations are not available to satisfy any other claims, including those against the trustee or escrow agent; and

(6) such obligations are rated in a rating category by Moody's or Standard & Poor's that is no lower than the rating category then assigned by that Rating Agency to United States Government Obligations.

"Derivative" means any investment instrument whose market price is derived from the fluctuating value of an underlying asset, index, currency, futures contract, including futures, options and collateralized mortgage obligations.

"Disclosure Undertaking" means the Continuing Disclosure Undertaking dated as of the Issue Date relating to certain obligations contained in the SEC Rule.

"DTC" means The Depository Trust Company, a limited-purpose trust company organized under the laws of the State of New York, and its successors and assigns, including any successor securities depository duly appointed.

"DTC Representation Letter" means the Blanket Letter of Representation from the Issuer and the Paying Agent to DTC which provides for a book-entry system, or any agreement between the Issuer and Paying Agent and a successor securities depository duly appointed.

"Event of Default" means each of the following occurrences or events:

(a) Payment of the principal and of the redemption premium, if any, of any of the Bonds shall not be made when the same shall become due and payable, either at Stated Maturity or by proceedings for redemption or otherwise;

(b) Payment of any installment of interest on any of the Bonds shall not be made when the same shall become due; or

(c) The Issuer shall default in the due and punctual performance of any other of the covenants, conditions, agreements and provisions contained in the Bonds or in this Bond Resolution (other than the covenants relating to continuing disclosure requirements contained herein and in the Disclosure Undertaking) on the part of the Issuer to be performed, and such default shall continue for thirty (30) days after written notice specifying such default and requiring same to be remedied shall have been given to the Issuer by the Owner of any of the Bonds then Outstanding.

"Federal Tax Certificate" means the Issuer's Federal Tax Certificate dated as of the Issue Date, as the same may be amended or supplemented in accordance with the provisions thereof.

"Financeable Costs" means the amount of expenditure for an Improvement which has been duly authorized by action of the Governing Body to be financed by general obligation bonds, less: (a) the amount of any temporary notes or general obligation bonds of the Issuer which are currently Outstanding and available to pay such Financeable Costs; and (b) any amount of Financeable Costs which has been previously paid by the Issuer or by any eligible source of funds unless such amounts are entitled to be reimbursed to the Issuer under State or federal law.

"Fiscal Year" means the twelve month period ending on December 31.

"Funds and Accounts" means funds and accounts created pursuant to or referred to in ***Section 501*** hereof.

"Governing Body" means the City Council of the Issuer.

"Improvement Fund" means the Improvement Fund for General Obligation Bonds, Series 2022A created pursuant to ***Section 501*** hereof.

"Improvements" means the improvements referred to in the preamble to the Ordinance.

"Independent Accountant" means an independent certified public accountant or firm of independent certified public accountants at the time employed by the Issuer for the purpose of carrying out the duties imposed on the Independent Accountant by this Bond Resolution.

"Interest Payment Date(s)" means the Stated Maturity of an installment of interest on any Bond which shall be February 1 and August 1 of each year, commencing February 1, 2023.

"Issue Date" means the date when the Issuer delivers the Bonds to the Purchaser in exchange for the Purchase Price.

"Issuer" means the City of Edgerton, Kansas and any successors or assigns.

"Maturity" when used with respect to any Bond means the date on which the principal of such Bond becomes due and payable as therein and herein provided, whether at the Stated Maturity thereof or call for redemption or otherwise.

"Mayor" means the duly elected and acting Mayor, or in the Mayor's absence, the duly appointed and/or elected Vice Mayor or Acting Mayor of the Issuer.

"Moody's" means Moody's Investors Service, a corporation organized and existing under the laws of the State of Delaware, and its successors and assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, "Moody's" shall be deemed to refer to any other nationally recognized securities rating agency designated by the Issuer.

"Notice Address" means with respect to the following entities:

(a) To the Issuer at:

City of Edgerton, Kansas
404 E. Nelson St.
PO Box 225
Edgerton, Kansas 66021
Fax: (913) 893-6232

(b) To the Paying Agent at:

State Treasurer of the State of Kansas
Landon Office Building
900 Southwest Jackson, Suite 201
Topeka, Kansas 66612-1235
Fax: (785) 296-6976

(c) To the Purchaser:

[_____
_____
_____]

(d) To the Rating Agency:

S&P Global Ratings, a division of S&P Global Inc.
55 Water Street, 38th Floor
New York, New York 10004

or such other address as is furnished in writing to the other parties referenced herein.

"Notice Representative" means:

(a) With respect to the Issuer, the Clerk.

(b) With respect to the Bond Registrar and Paying Agent, the Director of Bond Services.

(c) With respect to any Purchaser, the manager of its Municipal Bond Department.

(d) With respect to any Rating Agency, any Vice President thereof.

"Official Statement" means Issuer's Official Statement relating to the Bonds.

"Ordinance" means Ordinance No. 2118 of the Issuer authorizing the issuance of the Bonds, as amended from time to time.

"Outstanding" means, when used with reference to the Bonds, as of a particular date of determination, all Bonds theretofore authenticated and delivered, except the following Bonds:

(a) Bonds theretofore canceled by the Paying Agent or delivered to the Paying Agent for cancellation;

(b) Bonds deemed to be paid in accordance with the provisions of ***Article VII*** hereof; and

(c) Bonds in exchange for or in lieu of which other Bonds have been authenticated and delivered hereunder.

"Owner" when used with respect to any Bond means the Person in whose name such Bond is registered on the Bond Register. Whenever consent of the Owners is required pursuant to the terms of this Bond Resolution, and the Owner of the Bonds, as set forth on the Bond Register, is Cede & Co., the term Owner shall be deemed to be the Beneficial Owner of the Bonds.

"Participants" means those financial institutions for whom the Securities Depository effects book-entry transfers and pledges of securities deposited with the Securities Depository, as such listing of Participants exists at the time of such reference.

"Paying Agent" means the State Treasurer, and any successors and assigns.

"Permitted Investments" shall mean the investments hereinafter described, provided, however, no moneys or funds shall be invested in a Derivative: (a) investments authorized by K.S.A. 12-1675 and amendments thereto; (b) the municipal investment pool established pursuant to K.S.A. 12-1677a, and amendments thereto; (c) direct obligations of the United States Government or any agency thereof; (d) the Issuer's temporary notes issued pursuant to K.S.A. 10-123 and amendments thereto; (e) interest-bearing time deposits in commercial banks or trust companies located in the county or counties in which the Issuer is located which are insured by the Federal Deposit Insurance Corporation or collateralized by securities described in (c); (f) obligations of the federal national mortgage association, federal home loan banks, federal home loan mortgage corporation or government national mortgage association; (g) repurchase agreements for securities described in (c) or (f); (h) investment agreements or other obligations of a financial institution the obligations of which at the time of investment are rated in either of the three highest rating categories by Moody's or Standard & Poor's; (i) investments and shares or units of a money market fund or trust, the portfolio of which is comprised entirely of securities described in (c) or (f); (j) receipts evidencing ownership interests in securities or portions thereof described in (c) or (f); (k) municipal bonds or other obligations issued by any municipality of the State as defined in K.S.A. 10-1101 which are general obligations of the municipality issuing the same; or (l) bonds of any municipality of the State as defined in K.S.A. 10-1101 which have been refunded in advance of their maturity and are fully secured as to payment of principal and interest thereon by deposit in trust, under escrow agreement with a bank, of securities described in (c) or (f), all as may be further restricted or modified by applicable state law.

"Person" means any natural person, corporation, partnership, joint venture, association, firm, joint-stock company, trust, unincorporated organization, or government or any agency or political subdivision thereof or other public body.

"Purchase Price" means the principal amount of the Bonds plus accrued interest to the date of delivery, plus a [net] premium of $[_____], less an underwriting discount of $[_____].

"Purchaser" means [Purchaser], the original purchaser of the Bonds, and any successor and assigns.

"Rating Agency" means any company, agency or entity that provides, pursuant to request of the Issuer, financial ratings for the Bonds.

"Rebate Fund" means the Rebate Fund for General Obligation Bonds, Series 2022A created pursuant to ***Section 501*** hereof.

"Record Dates" for the interest payable on any Interest Payment Date means the fifteenth day (whether or not a Business Day) of the calendar month next preceding such Interest Payment Date.

"Redemption Date" means, when used with respect to any Bond to be redeemed, the date fixed for the redemption of such Bond pursuant to the terms of this Bond Resolution.

"Redemption Price" means, when used with respect to any Bond to be redeemed, the price at which such Bond is to be redeemed pursuant to the terms of this Bond Resolution, including the applicable redemption premium, if any, but excluding installments of interest whose Stated Maturity is on or before the Redemption Date.

"Replacement Bonds" means Bonds issued to the Beneficial Owners of the Bonds in accordance with ***Article II*** hereof.

"SEC Rule" means Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934.

"Securities Depository" means, initially, DTC, and its successors and assigns.

"Special Record Date" means the date fixed by the Paying Agent pursuant to ***Article II*** hereof for the payment of Defaulted Interest.

"Standard & Poor's" or "S&P" means S&P Global Ratings, a division of S&P Global Inc., a corporation organized and existing under the laws of the State of New York, and its successors and assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, Standard & Poor's shall be deemed to refer to any other nationally recognized securities rating agency designated by the Issuer.

"State" means the state of Kansas.

"State Treasurer" means the duly elected Treasurer or, in the Treasurer's absence, the duly appointed Deputy Treasurer or acting Treasurer of the State.

"Stated Maturity" when used with respect to any Bond or any installment of interest thereon means the date specified in such Bond and this Bond Resolution as the fixed date on which the principal of such Bond or such installment of interest is due and payable.

"Substitute Improvements" means the substitute or additional improvements of the Issuer described in ***Article V*** hereof.

[**"Term Bonds"** means the 20[__] Term Bonds and the 20[__] Term Bonds.

"20[__] Term Bonds" means the Bonds scheduled to mature in the year 20[__].

"20[__] Term Bonds" means the Bonds scheduled to mature in the year 20[__].]

"Treasurer" means the duly appointed and/or elected Treasurer of the Issuer or, in the Treasurer's absence, the duly appointed Deputy Treasurer or acting Treasurer of the Issuer.

"United States Government Obligations" means bonds, notes, certificates of indebtedness, treasury bills or other securities constituting direct obligations of, or obligations the principal of and interest on which are fully and unconditionally guaranteed as to full and timely payment by, the United States of America, including evidences of a direct ownership interest in future interest or principal payment on obligations issued by the United States of America (including the interest component of obligations of the Resolution Funding Corporation), or securities which represent an undivided interest in such obligations, which obligations are rated in the highest rating category by a nationally recognized rating service and such obligations are held in a custodial account for the benefit of the Issuer.

ARTICLE II

AUTHORIZATION AND DETAILS OF THE BONDS

Section 201. Authorization of the Bonds. The Bonds have been authorized and directed to be issued pursuant to the Ordinance in the principal amount of $[PRINCIPAL AMOUNT], for the purpose of providing funds to: (a) pay the costs of the Improvements; and (b) pay Costs of Issuance.

Section 202. Description of the Bonds. The Bonds shall consist of fully registered bonds in an Authorized Denomination, and shall be numbered in such manner as the Bond Registrar shall determine. All of the Bonds shall be dated as of the Dated Date, shall become due in the amounts, on the Stated Maturities, subject to redemption and payment prior to their Stated Maturities as provided in ***Article III*** hereof, and shall bear interest at the rates per annum as follows:

SERIAL BONDS

Stated Maturity **August 1**	**Principal Amount**	**Annual Rate of Interest**
2023		
2024		
2025		
2026		
2027		
2028		
2029		
2030		
2031		
2032		
2033		
2034		

[TERM BONDS

Stated Maturity **August 1**	**Principal Amount**	**Annual Rate of Interest**

]

The Bonds shall bear interest at the above specified rates (computed on the basis of a 360-day year of twelve 30-day months) from the later of the Dated Date or the most recent Interest Payment Date to which interest has been paid on the Interest Payment Dates in the manner set forth in ***Section 204*** hereof.

Each of the Bonds, as originally issued or issued upon transfer, exchange or substitution, shall be printed in accordance with the format required by the Attorney General of the State and shall be substantially in the form attached hereto as ***EXHIBIT A*** or as may be required by the Attorney General pursuant to the Notice of Systems of Registration for Kansas Municipal Bonds, 2 Kan. Reg. 921 (1983), in accordance with the Kansas Bond Registration Law, K.S.A. 10-620 *et seq.*

Section 203. Designation of Paying Agent and Bond Registrar. The State Treasurer is hereby designated as the Paying Agent for the payment of principal of and interest on the Bonds and Bond Registrar with respect to the registration, transfer and exchange of Bonds. The Mayor of the Issuer is hereby authorized and empowered to execute on behalf of the Issuer an agreement with the Bond Registrar and Paying Agent for the Bonds.

The Issuer will at all times maintain a Paying Agent and Bond Registrar meeting the qualifications herein described for the performance of the duties hereunder. The Issuer reserves the right to appoint a successor Paying Agent or Bond Registrar by (a) filing with the Paying Agent or Bond Registrar then performing such function a certified copy of the proceedings giving notice of the termination of such Paying Agent or Bond Registrar and appointing a successor, and (b) causing notice of appointment of the successor Paying Agent and Bond Registrar to be given by first class mail to each Owner. No resignation or removal of the Paying Agent or Bond Registrar shall become effective until a successor has been appointed and has accepted the duties of Paying Agent or Bond Registrar.

Every Paying Agent or Bond Registrar appointed hereunder shall at all times meet the requirements of K.S.A. 10-501 *et seq*. and K.S.A. 10-620 *et seq*., respectively.

Section 204. Method and Place of Payment of the Bonds. The principal of, or Redemption Price, and interest on the Bonds shall be payable in any coin or currency which, on the respective dates of payment thereof, is legal tender for the payment of public and private debts.

The principal or Redemption Price of each Bond shall be paid at Maturity to the Person in whose name such Bond is registered on the Bond Register at the Maturity thereof, upon presentation and surrender of such Bond at the principal office of the Paying Agent.

The interest payable on each Bond on any Interest Payment Date shall be paid to the Owner of such Bond as shown on the Bond Register at the close of business on the Record Date for such interest (a) by check or draft mailed by the Paying Agent to the address of such Owner shown on the Bond Register or at such other address as is furnished to the Paying Agent in writing by such Owner; or (b) in the case of an interest payment to Cede & Co. or any Owner of $500,000 or more in aggregate principal amount of Bonds, by electronic transfer to such Owner upon written notice given to the Bond Registrar by such Owner, not less than 15 days prior to the Record Date for such interest, containing the electronic transfer

instructions including the bank ABA routing number and account number to which such Owner wishes to have such transfer directed.

Notwithstanding the foregoing provisions of this Section, any Defaulted Interest with respect to any Bond shall cease to be payable to the Owner of such Bond on the relevant Record Date and shall be payable to the Owner in whose name such Bond is registered at the close of business on the Special Record Date for the payment of such Defaulted Interest, which Special Record Date shall be fixed as hereinafter specified in this paragraph. The Issuer shall notify the Paying Agent in writing of the amount of Defaulted Interest proposed to be paid on each Bond and the date of the proposed payment (which date shall be at least 30 days after receipt of such notice by the Paying Agent) and shall deposit with the Paying Agent at the time of such notice an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Paying Agent for such deposit prior to the date of the proposed payment. Following receipt of such funds the Paying Agent shall fix a Special Record Date for the payment of such Defaulted Interest which shall be not more than 15 nor less than 10 days prior to the date of the proposed payment. The Paying Agent shall promptly notify the Issuer of such Special Record Date and, in the name and at the expense of the Issuer, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefore to be mailed, by first class mail, postage prepaid, to each Owner of a Bond entitled to such notice at the address of such Owner as it appears on the Bond Register not less than 10 days prior to such Special Record Date.

The Paying Agent shall keep a record of payment of principal and Redemption Price of and interest on all Bonds and at least annually shall forward a copy or summary of such records to the Issuer.

Section 205. Payments Due on Saturdays, Sundays and Holidays. In any case where a Bond Payment Date is not a Business Day, then payment of principal, Redemption Price or interest need not be made on such Bond Payment Date but may be made on the next succeeding Business Day with the same force and effect as if made on such Bond Payment Date, and no interest shall accrue for the period after such Bond Payment Date.

Section 206. Registration, Transfer and Exchange of Bonds. The Issuer covenants that, as long as any of the Bonds remain Outstanding, it will cause the Bond Register to be kept at the office of the Bond Registrar as herein provided. Each Bond when issued shall be registered in the name of the Owner thereof on the Bond Register.

Bonds may be transferred and exchanged only on the Bond Register as provided in this Section. Upon surrender of any Bond at the principal office of the Bond Registrar, the Bond Registrar shall transfer or exchange such Bond for a new Bond or Bonds in any Authorized Denomination of the same Stated Maturity and in the same aggregate principal amount as the Bond that was presented for transfer or exchange.

Bonds presented for transfer or exchange shall be accompanied by a written instrument or instruments of transfer or authorization for exchange, in a form and with guarantee of signature satisfactory to the Bond Registrar, duly executed by the Owner thereof or by the Owner's duly authorized agent.

In all cases in which the privilege of transferring or exchanging Bonds is exercised, the Bond Registrar shall authenticate and deliver Bonds in accordance with the provisions of this Bond Resolution. The Issuer shall pay the fees and expenses of the Bond Registrar for the registration, transfer and exchange of Bonds provided for by this Bond Resolution and the cost of printing a reasonable supply of registered bond blanks. Any additional costs or fees that might be incurred in the secondary market, other than fees of the Bond Registrar, are the responsibility of the Owners of the Bonds. In the event any

Owner fails to provide a correct taxpayer identification number to the Paying Agent, the Paying Agent may make a charge against such Owner sufficient to pay any governmental charge required to be paid as a result of such failure. In compliance with Code § 3406, such amount may be deducted by the Paying Agent from amounts otherwise payable to such Owner hereunder or under the Bonds.

The Issuer and the Bond Registrar shall not be required (a) to register the transfer or exchange of any Bond that has been called for redemption after notice of such redemption has been mailed by the Paying Agent pursuant to ***Article III*** hereof and during the period of 15 days next preceding the date of mailing of such notice of redemption; or (b) to register the transfer or exchange of any Bond during a period beginning at the opening of business on the day after receiving written notice from the Issuer of its intent to pay Defaulted Interest and ending at the close of business on the date fixed for the payment of Defaulted Interest pursuant to this ***Article II***.

The Issuer and the Paying Agent may deem and treat the Person in whose name any Bond is registered on the Bond Register as the absolute Owner of such Bond, whether such Bond is overdue or not, for the purpose of receiving payment of, or on account of, the principal or Redemption Price of and interest on said Bond and for all other purposes. All payments so made to any such Owner or upon the Owner's order shall be valid and effective to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid, and neither the Issuer nor the Paying Agent shall be affected by any notice to the contrary.

At reasonable times and under reasonable regulations established by the Bond Registrar, the Bond Register may be inspected and copied by the Owners (or a designated representative thereof) of 10% or more in principal amount of the Bonds then Outstanding or any designated representative of such Owners whose authority is evidenced to the satisfaction of the Bond Registrar.

Section 207. Execution, Registration, Authentication and Delivery of Bonds. Each of the Bonds, including any Bonds issued in exchange or as substitutions for the Bonds initially delivered, shall be executed for and on behalf of the Issuer by the manual, electronic or facsimile signature of the Mayor, attested by the manual, electronic or facsimile signature of the Clerk, and the seal of the Issuer shall be affixed thereto or imprinted thereon. The Mayor and Clerk are hereby authorized and directed to prepare and execute the Bonds in the manner herein specified, and to cause the Bonds to be registered in the office of the Clerk, which registration shall be evidenced by the manual, electronic or facsimile signature of the Clerk with the seal of the Issuer affixed thereto or imprinted thereon. The Bonds shall also be registered in the office of the State Treasurer, which registration shall be evidenced by the manual, electronic or facsimile signature of the State Treasurer with the seal of the State Treasurer affixed thereto or imprinted thereon. In case any officer whose signature appears on any Bonds ceases to be such officer before the delivery of such Bonds, such signature shall nevertheless be valid and sufficient for all purposes, as if such person had remained in office until delivery. Any Bond may be signed by such persons who at the actual time of the execution of such Bond are the proper officers to sign such Bond although at the date of such Bond such persons may not have been such officers.

The Mayor and Clerk are hereby authorized and directed to prepare and execute the Bonds as herein specified, and when duly executed, to deliver the Bonds to the Bond Registrar for authentication.

The Bonds shall have endorsed thereon a certificate of authentication substantially in the form attached hereto as ***EXHIBIT A*** hereof, which shall be manually executed by an authorized officer or employee of the Bond Registrar, but it shall not be necessary that the same officer or employee sign the certificate of authentication on all of the Bonds that may be issued hereunder at any one time. No Bond shall be entitled to any security or benefit under this Bond Resolution or be valid or obligatory for any purpose unless and until such certificate of authentication has been duly executed by the Bond Registrar.

Such executed certificate of authentication upon any Bond shall be conclusive evidence that such Bond has been duly authenticated and delivered under this Bond Resolution. Upon authentication, the Bond Registrar shall deliver the Bonds to the Purchaser upon instructions of the Issuer or its representative.

Section 208. Mutilated, Lost, Stolen or Destroyed Bonds. If (a) any mutilated Bond is surrendered to the Bond Registrar or the Bond Registrar receives evidence to its satisfaction of the destruction, loss or theft of any Bond, and (b) there is delivered to the Issuer and the Bond Registrar such security or indemnity as may be required by each of them, then, in the absence of notice to the Issuer or the Bond Registrar that such Bond has been acquired by a bona fide purchaser, the Issuer shall execute and, upon the Issuer's request, the Bond Registrar shall authenticate and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost or stolen Bond, a new Bond of the same Stated Maturity and of like tenor and principal amount.

If any such mutilated, destroyed, lost or stolen Bond has become or is about to become due and payable, the Issuer, in its discretion, may pay such Bond instead of issuing a new Bond.

Upon the issuance of any new Bond under this Section, the Issuer and the Paying Agent may require the payment by the Owner of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other expenses (including the fees and expenses of the Paying Agent) connected therewith.

Every new Bond issued pursuant to this Section shall constitute a replacement of the prior obligation of the Issuer, and shall be entitled to all the benefits of this Bond Resolution equally and ratably with all other Outstanding Bonds.

Section 209. Cancellation and Destruction of Bonds Upon Payment. All Bonds that have been paid or redeemed or that otherwise have been surrendered to the Paying Agent, either at or before Maturity, shall be cancelled by the Paying Agent immediately upon the payment, redemption and surrender thereof to the Paying Agent and subsequently destroyed in accordance with the customary practices of the Paying Agent. The Paying Agent shall execute a certificate in duplicate describing the Bonds so cancelled and destroyed and shall file an executed counterpart of such certificate with the Issuer.

Section 210. Book-Entry Bonds; Securities Depository. The Issuer and Paying Agent have entered into a DTC Representation Letter with DTC. The Bonds shall initially be registered to Cede & Co., the nominee for the Securities Depository, and no Beneficial Owner will receive certificates representing their respective interests in the Bonds, except in the event the Bond Registrar issues Replacement Bonds as provided in this Section. It is anticipated that during the term of the Bonds, the Securities Depository will make book-entry transfers among its Participants and receive and transmit payment of principal of, premium, if any, and interest on, the Bonds to the Participants until and unless the Bond Registrar authenticates and delivers Replacement Bonds to the Beneficial Owners as described in the following paragraph.

The Issuer may decide, subject to the requirements of the Operational Arrangements of DTC (or a successor Securities Depository)**,** and the following provisions of this section to discontinue use of the system of book-entry transfers through DTC (or a successor Securities Depository):

(a) If the Issuer determines (1) that the Securities Depository is unable to properly discharge its responsibilities, or (2) that the Securities Depository is no longer qualified to act as a securities depository and registered clearing agency under the Securities and Exchange Act of 1934, as amended, or (3) that the continuation of a book-entry system to the exclusion of any Bonds being issued to any Owner other than Cede & Co. is no longer in the best interests of the Beneficial Owners of the Bonds; or

(b) if the Bond Registrar receives written notice from Participants having interests in not less than 50% of the Bonds Outstanding, as shown on the records of the Securities Depository (and certified to such effect by the Securities Depository), that the continuation of a book-entry system to the exclusion of any Bonds being issued to any Owner other than Cede & Co. is no longer in the best interests of the Beneficial Owners of the Bonds, then the Bond Registrar shall notify the Owners of such determination or such notice and of the availability of certificates to Owners requesting the same, and the Bond Registrar shall register in the name of and authenticate and deliver Replacement Bonds to the Beneficial Owners or their nominees in principal amounts representing the interest of each, making such adjustments as it may find necessary or appropriate as to accrued interest and previous calls for redemption; provided, that in the case of a determination under (a)(1) or (a)(2) of this paragraph, the Issuer, with the consent of the Bond Registrar, may select a successor securities depository in accordance with the following paragraph to effect book-entry transfers.

In such event, all references to the Securities Depository herein shall relate to the period of time when the Securities Depository has possession of at least one Bond. Upon the issuance of Replacement Bonds, all references herein to obligations imposed upon or to be performed by the Securities Depository shall be deemed to be imposed upon and performed by the Bond Registrar, to the extent applicable with respect to such Replacement Bonds. If the Securities Depository resigns and the Issuer, the Bond Registrar or Owners are unable to locate a qualified successor of the Securities Depository in accordance with the following paragraph, then the Bond Registrar shall authenticate and cause delivery of Replacement Bonds to Owners, as provided herein. The Bond Registrar may rely on information from the Securities Depository and its Participants as to the names of the Beneficial Owners of the Bonds. The cost of printing, registration, authentication, and delivery of Replacement Bonds shall be paid for by the Issuer.

In the event the Securities Depository resigns, is unable to properly discharge its responsibilities, or is no longer qualified to act as a securities depository and registered clearing agency under the Securities and Exchange Act of 1934, as amended, the Issuer may appoint a successor Securities Depository provided the Bond Registrar receives written evidence satisfactory to the Bond Registrar with respect to the ability of the successor Securities Depository to discharge its responsibilities. Any such successor Securities Depository shall be a securities depository which is a registered clearing agency under the Securities and Exchange Act of 1934, as amended, or other applicable statute or regulation that operates a securities depository upon reasonable and customary terms. The Bond Registrar upon its receipt of a Bond or Bonds for cancellation shall cause the delivery of Bonds to the successor Securities Depository in an Authorized Denominations and form as provided herein.

Section 211. Nonpresentment of Bonds. If any Bond is not presented for payment when the principal thereof becomes due at Maturity, if funds sufficient to pay such Bond have been made available to the Paying Agent all liability of the Issuer to the Owner thereof for the payment of such Bond shall forthwith cease, determine and be completely discharged, and thereupon it shall be the duty of the Paying Agent to hold such funds, without liability for interest thereon, for the benefit of the Owner of such Bond, who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on his part under this Bond Resolution or on, or with respect to, said Bond. If any Bond is not presented for payment within four (4) years following the date when such Bond becomes due at Maturity, the Paying Agent shall repay, without liability for interest thereon, to the Issuer the funds theretofore held by it for payment of such Bond, and such Bond shall, subject to the defense of any applicable statute of limitation, thereafter be an unsecured obligation of the Issuer, and the Owner thereof shall be entitled to look only to the Issuer for payment, and then only to the extent of the amount so repaid to it by the Paying Agent, and the Issuer shall not be liable for any interest thereon and shall not be regarded as a trustee of such money.

Section 212. Preliminary and Final Official Statement.

For the purpose of enabling the Purchaser to comply with the requirements of Section (b)(1) of the SEC Rule, the Issuer hereby deems the information regarding the Issuer contained in the Preliminary Official Statement to be "final" as of its date, except for the omission of such information as is permitted by Section (b)(1) of the SEC Rule, and the appropriate officers of the Issuer are hereby authorized, if requested, to provide the Purchaser a letter or certification to such effect and to take such other actions or execute such other documents as such officers in their reasonable judgment deem necessary to enable the Purchaser to comply with the requirement of the SEC Rule.

The Official Statement is hereby authorized to be prepared by supplementing, amending and completing the Preliminary Official Statement, with such changes and additions thereto as are necessary to conform to and describe the transaction. The Mayor and Clerk of the Issuer are hereby authorized to execute the Official Statement as so supplemented, amended and completed, and the use and public distribution of the Official Statement by the Purchaser in connection with the reoffering of the Bonds is hereby authorized. The proper officials of the Issuer are hereby authorized to execute and deliver a certificate pertaining to such Official Statement as prescribed therein, dated as of the Issue Date.

The Issuer agrees to provide to the Purchaser within seven business days of the date of the sale of Bonds sufficient copies of the Official Statement to enable the Purchaser to comply with the requirements of the SEC Rule and Rule G-32 of the Municipal Securities Rulemaking Board.

Section 213. Sale of the Bonds. The sale of the Bonds to the Purchaser is hereby ratified and confirmed. The Mayor and Clerk are hereby authorized to execute the official bid form submitted by the Purchaser. Delivery of the Bonds shall be made to the Purchaser on the Issue Date (which shall be as soon as practicable after the adoption of this Bond Resolution), upon payment of the Purchase Price.

ARTICLE III

REDEMPTION OF BONDS

Section 301. Redemption by Issuer.

Optional Redemption. At the option of the Issuer, Bonds maturing on August 1 in the years 2031, and thereafter, will be subject to redemption and payment prior to their Stated Maturity on August 1, 2030, and thereafter, as a whole or in part (selection of maturities and the amount of Bonds of each maturity to be redeemed to be determined by the Issuer in such equitable manner as it may determine) at any time, at the Redemption Price of 100% (expressed as a percentage of the principal amount), plus accrued interest to the Redemption Date.

[***Mandatory Redemption.***

(a) *20[__] Term Bonds*. The 20[__] Term Bonds shall be subject to mandatory redemption and payment prior to Stated Maturity pursuant to the mandatory redemption requirements of this Section at a Redemption Price equal to 100% of the principal amount thereof plus accrued interest to the Redemption Date. The taxes levied in ***Article IV*** hereof which are to be deposited into the Debt Service Account shall be sufficient to redeem, and the Issuer shall redeem on August 1 in each year, the following principal amounts of such 20[__] Term Bonds:

Principal Amount	Year
	*

_____
*Final Maturity

(b) *20[__] Term Bonds*. The 20[__] Term Bonds shall be subject to mandatory redemption and payment prior to Stated Maturity pursuant to the mandatory redemption requirements of this Section at a Redemption Price equal to 100% of the principal amount thereof plus accrued interest to the Redemption Date. The taxes levied in ***Article IV*** hereof which are to be deposited into the Debt Service Account shall be sufficient to redeem, and the Issuer shall redeem on August 1 in each year, the following principal amounts of such 20[__] Term Bonds:

Principal Amount	Year
	*

_____
*Final Maturity

At its option, to be exercised on or before the 45th day next preceding any mandatory Redemption Date, the Issuer may: (1) deliver to the Paying Agent for cancellation Term Bonds subject to mandatory redemption on said mandatory Redemption Date, in any aggregate principal amount desired; or (2) furnish the Paying Agent funds, together with appropriate instructions, for the purpose of purchasing any Term Bonds subject to mandatory redemption on said mandatory Redemption Date from any Owner thereof whereupon the Paying Agent shall expend such funds for such purpose to such extent as may be practical; or (3) receive a credit with respect to the mandatory redemption obligation of the Issuer under this Section for any Term Bonds subject to mandatory redemption on said mandatory Redemption Date which, prior to such date, have been redeemed (other than through the operation of the mandatory redemption requirements of this subsection) and cancelled by the Paying Agent and not theretofore applied as a credit against any redemption obligation under this subsection. Each Term Bond so delivered or previously purchased or redeemed shall be credited at 100% of the principal amount thereof on the obligation of the Issuer to redeem Term Bonds of the same Stated Maturity on such mandatory Redemption Date, and any excess of such amount shall be credited on future mandatory redemption obligations for Term Bonds of the same Stated Maturity as designated by the Issuer, and the principal amount of Term Bonds to be redeemed by operation of the requirements of this Section shall be accordingly reduced. If the Issuer intends to exercise any option granted by the provisions of clauses (1), (2) or (3) above, the Issuer will, on or before the 45th day next preceding each mandatory Redemption Date, furnish the Paying Agent a written certificate indicating to what extent the provisions of said clauses (1), (2) and (3) are to be complied with, with respect to such mandatory redemption payment.]

Section 302. Selection of Bonds to be Redeemed. Bonds shall be redeemed only in an Authorized Denomination. When less than all of the Bonds are to be redeemed and paid prior to their Stated Maturity, such Bonds shall be redeemed in such manner as the Issuer shall determine. Bonds of less than a full Stated Maturity shall be selected by the Bond Registrar in a minimum Authorized Denomination of principal amount in such equitable manner as the Bond Registrar may determine.

In the case of a partial redemption of Bonds by lot when Bonds of denominations greater than a minimum Authorized Denomination are then Outstanding, then for all purposes in connection with such redemption a minimum Authorized Denomination of face value shall be treated as though it were a separate Bond of the denomination of a minimum Authorized Denomination. If it is determined that one or more, but not all, of a minimum Authorized Denomination of face value represented by any Bond is selected for redemption, then upon notice of intention to redeem a minimum Authorized Denomination, the Owner or the Owner's duly authorized agent shall forthwith present and surrender such Bond to the Bond Registrar: (1) for payment of the Redemption Price and interest to the Redemption Date of a minimum Authorized Denomination of face value called for redemption, and (2) for exchange, without charge to the Owner thereof, for a new Bond or Bonds of the aggregate principal amount of the unredeemed portion of the principal amount of such Bond. If the Owner of any such Bond fails to present such Bond to the Paying Agent for payment and exchange as aforesaid, such Bond shall, nevertheless, become due and payable on the redemption date to the extent of a minimum Authorized Denomination of face value called for redemption (and to that extent only).

Section 303. Notice and Effect of Call for Redemption. In the event the Issuer desires to call the Bonds for redemption prior to maturity, written notice of such intent shall be provided to the Bond Registrar in accordance with K.S.A. 10-129, as amended, not less than 45 days prior to the Redemption Date. The Bond Registrar shall call Bonds for redemption and payment and shall give notice of such redemption as herein provided upon receipt by the Bond Registrar at least 45 days prior to the Redemption Date of written instructions of the Issuer specifying the principal amount, Stated Maturities, Redemption Date and Redemption Prices of the Bonds to be called for redemption. [The foregoing provisions of this paragraph shall not apply in the case of any mandatory redemption of Term Bonds hereunder, and Term Bonds shall be called by the Paying Agent for redemption pursuant to such mandatory redemption requirements without the necessity of any action by the Issuer and whether or not the Paying Agent holds moneys available and sufficient to effect the required redemption.]

Unless waived by any Owner of Bonds to be redeemed, if the Issuer shall call any Bonds for redemption and payment prior to the Stated Maturity thereof, the Issuer shall give written notice of its intention to call and pay said Bonds to the Bond Registrar and the State Treasurer. In addition, the Issuer shall cause the Bond Registrar to give written notice of redemption to the Owners of said Bonds. Each of said written notices shall be deposited in the United States first class mail not less than 30 days prior to the Redemption Date.

All official notices of redemption shall be dated and shall contain the following information:

(a) the Redemption Date;

(b) the Redemption Price;

(c) if less than all Outstanding Bonds are to be redeemed, the identification (and, in the case of partial redemption of any Bonds, the respective principal amounts) of the Bonds to be redeemed;

(d) a statement that on the Redemption Date the Redemption Price will become due and payable upon each such Bond or portion thereof called for redemption and that interest thereon shall cease to accrue from and after the Redemption Date; and

(e) the place where such Bonds are to be surrendered for payment of the Redemption Price, which shall be the principal office of the Paying Agent.

The failure of any Owner to receive notice given as heretofore provided or an immaterial defect therein shall not invalidate any redemption.

Prior to any Redemption Date, the Issuer shall deposit with the Paying Agent an amount of money sufficient to pay the Redemption Price of all the Bonds or portions of Bonds that are to be redeemed on such Redemption Date.

For so long as the Securities Depository is effecting book-entry transfers of the Bonds, the Bond Registrar shall provide the notices specified in this Section to the Securities Depository. It is expected that the Securities Depository shall, in turn, notify its Participants and that the Participants, in turn, will notify or cause to be notified the Beneficial Owners. Any failure on the part of the Securities Depository or a Participant, or failure on the part of a nominee of a Beneficial Owner of a Bond (having been mailed notice from the Bond Registrar, the Securities Depository, a Participant or otherwise) to notify the Beneficial Owner of the Bond so affected, shall not affect the validity of the redemption of such Bond.

Official notice of redemption having been given as aforesaid, the Bonds or portions of Bonds to be redeemed shall become due and payable on the Redemption Date, at the Redemption Price therein specified, and from and after the Redemption Date (unless the Issuer defaults in the payment of the Redemption Price) such Bonds or portion of Bonds shall cease to bear interest. Upon surrender of such Bonds for redemption in accordance with such notice, the Redemption Price of such Bonds shall be paid by the Paying Agent. Installments of interest due on or prior to the Redemption Date shall be payable as herein provided for payment of interest. Upon surrender for any partial redemption of any Bond, there shall be prepared for the Owner a new Bond or Bonds of the same Stated Maturity in the amount of the unpaid principal as provided herein. All Bonds that have been surrendered for redemption shall be cancelled and destroyed by the Paying Agent as provided herein and shall not be reissued.

In addition to the foregoing notice, the Issuer shall provide such notices of redemption as are required by the Disclosure Undertaking. Further notice may be given by the Issuer or the Bond Registrar on behalf of the Issuer as set out below, but no defect in said further notice nor any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if official notice thereof is given as above prescribed:

(a) Each further notice of redemption given hereunder shall contain the information required above for an official notice of redemption plus (1) the CUSIP numbers of all Bonds being redeemed; (2) the date of issue of the Bonds as originally issued; (3) the rate of interest borne by each Bond being redeemed; (4) the maturity date of each Bond being redeemed; and (5) any other descriptive information needed to identify accurately the Bonds being redeemed.

(b) Each further notice of redemption shall be sent at least one day before the mailing of notice to Owners by first class, registered or certified mail or overnight delivery, as determined by the Bond Registrar, to all registered securities depositories then in the business of holding substantial amounts of obligations of types comprising the Bonds and to one or more national information services that disseminate notices of redemption of obligations such as the Bonds.

(c) Each check or other transfer of funds issued for the payment of the Redemption Price of Bonds being redeemed shall bear or have enclosed the CUSIP number of the Bonds being redeemed with the proceeds of such check or other transfer.

The Paying Agent is also directed to comply with any mandatory standards then in effect for processing redemptions of municipal securities established by the State or the Securities and Exchange

Commission. Failure to comply with such standards shall not affect or invalidate the redemption of any Bond.

ARTICLE IV

SECURITY FOR BONDS

Section 401. Security for the Bonds. The Bonds shall be general obligations of the Issuer payable as to both principal and interest from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the Issuer. The full faith, credit and resources of the Issuer are hereby irrevocably pledged for the prompt payment of the principal of and interest on the Bonds as the same become due.

Section 402. Levy and Collection of Annual Tax; Transfer to Debt Service Account. The Governing Body shall annually make provision for the payment of principal of, premium, if any, and interest on the Bonds as the same become due by, to the extent necessary, levying and collecting the necessary taxes upon all of the taxable tangible property within the Issuer in the manner provided by law.

The taxes referred to above shall be extended upon the tax rolls in each of the several years, respectively, and shall be levied and collected at the same time and in the same manner as the other ad valorem taxes of the Issuer are levied and collected. The proceeds derived from said taxes shall be deposited in the Bond and Interest Fund, shall be kept separate and apart from all other funds of the Issuer shall thereafter be transferred to the Debt Service Account and shall be used solely for the payment of the principal of and interest on the Bonds as and when the same become due, taking into account any scheduled mandatory redemptions, and the fees and expenses of the Paying Agent.

If at any time said taxes are not collected in time to pay the principal of or interest on the Bonds when due, the Treasurer is hereby authorized and directed to pay said principal or interest out of the general funds of the Issuer and to reimburse said general funds for money so expended when said taxes are collected.

ARTICLE V

ESTABLISHMENT OF FUNDS AND ACCOUNTS DEPOSIT AND APPLICATION OF BOND PROCEEDS AND OTHER MONEYS

Section 501. Creation of Funds and Accounts. Simultaneously with the issuance of the Bonds, there shall be created within the Treasury of the Issuer the following Funds and Accounts:

(a) Improvement Fund for General Obligation Bonds, Series 2022A;

(b) Debt Service Account for General Obligation Bonds, Series 2022A (within the Bond and Interest Fund); and

(c) Rebate Fund for General Obligation Bonds, Series 2022A.

The Funds and Accounts established herein shall be administered in accordance with the provisions of this Bond Resolution so long as the Bonds are Outstanding.

Section 502. Deposit of Bond Proceeds and Other Moneys. The net proceeds received from the sale of the Bonds shall be deposited simultaneously with the delivery of the Bonds as follows:

(a) All accrued interest received from the sale of the Bonds shall be deposited in the Debt Service Account.

(b) The remaining balance of the proceeds derived from the sale of the Bonds shall be deposited in the Improvement Fund.

Section 503. Application of Moneys in the Improvement Fund. Moneys in the Improvement Fund shall be used for the sole purpose of: (a) paying the costs of the Improvements, in accordance with the plans and specifications therefor approved by the Governing Body and on file in the office of the Clerk, including any alterations in or amendments to said plans and specifications deemed advisable and approved by the Governing Body; (b) paying interest on the Bonds during construction of the Improvements; (c) paying Costs of Issuance; and (d) transferring any amounts to the Rebate Fund required by this ***Article V***.

Upon completion of the Improvements, any surplus remaining in the Improvement Fund shall be deposited in the Debt Service Account.

Section 504. Substitution of Improvements; Reallocation of Proceeds.

(a) The Issuer may elect for any reason to substitute or add other public improvements to be financed with proceeds of the Bonds provided the following conditions are met: (1) the Substitute Improvement and the issuance of general obligation bonds to pay the cost of the Substitute Improvement has been duly authorized by the Governing Body in accordance with the laws of the State; (2) a resolution or ordinance authorizing the use of the proceeds of the Bonds to pay the Financeable Costs of the Substitute Improvement has been duly adopted by the Governing Body pursuant to this Section, (3) the Attorney General of the State has approved the amendment made by such resolution or ordinance to the transcript of proceedings for the Bonds to include the Substitute Improvements; and (4) the use of the proceeds of the Bonds to pay the Financeable Cost of the Substitute Improvement will not adversely affect the tax-exempt status of the Bonds under State or federal law.

(b) The Issuer may reallocate expenditure of Bond proceeds among all Improvements financed by the Bonds; provided the following conditions are met: (1) the reallocation is approved by the Governing Body; (2) the reallocation shall not cause the proceeds of the Bonds allocated to any Improvement to exceed the Financeable Costs of the Improvement; and (3) the reallocation will not adversely affect the tax-exempt status of the Bonds under State or federal law.

Section 505. Application of Moneys in Debt Service Account. All amounts paid and credited to the Debt Service Account shall be expended and used by the Issuer for the sole purpose of paying the principal or Redemption Price of and interest on the Bonds as and when the same become due and the usual and customary fees and expenses of the Bond Registrar and Paying Agent. The Treasurer is authorized and directed to withdraw from the Debt Service Account sums sufficient to pay both principal or Redemption Price of and interest on the Bonds and the fees and expenses of the Bond Registrar and Paying Agent as and when the same become due, and to forward such sums to the Paying Agent in a manner which ensures that the Paying Agent will receive immediately available funds in such amounts on or before the Business Day immediately preceding the dates when such principal, interest and fees of the Bond Registrar and Paying Agent will become due. If, through the lapse of time or otherwise, the Owners of Bonds are no longer entitled to enforce payment of the Bonds or the interest thereon, the

Paying Agent shall return said funds to the Issuer. All moneys deposited with the Paying Agent shall be deemed to be deposited in accordance with and subject to all of the provisions contained in this Bond Resolution and shall be held in trust by the Paying Agent for the benefit of the Owners of the Bonds entitled to payment from such moneys.

Any moneys or investments remaining in the Debt Service Account after the retirement of the Bonds shall be transferred and paid into the Bond and Interest Fund.

Section 506. Application of Moneys in the Rebate Fund.

(a) There shall be deposited in the Rebate Fund such amounts as are required to be deposited therein pursuant to the Federal Tax Certificate. All money at any time deposited in the Rebate Fund shall be held in trust, to the extent required to satisfy the Rebate Amount (as defined in the Federal Tax Certificate), for payment to the United States of America, and neither the Issuer nor the Owner of any Bonds shall have any rights in or claim to such money. All amounts deposited into or on deposit in the Rebate Fund shall be governed by this Section and the Federal Tax Certificate.

(b) The Issuer shall periodically determine the arbitrage rebate, if any, under Code § 148(f) in accordance with the Federal Tax Certificate, and the Issuer shall make payments to the United States of America at the times and in the amounts determined under the Federal Tax Certificate. Any moneys remaining in the Rebate Fund after redemption and payment of all of the Bonds and payment and satisfaction of any Rebate Amount, or provision made therefor, shall be deposited into the Bond and Interest Fund.

(c) Notwithstanding any other provision of this Bond Resolution, including in particular ***Article VII*** hereof, the obligation to pay arbitrage rebate to the United States of America and to comply with all other requirements of this Section and the Federal Tax Certificate shall survive the defeasance or payment in full of the Bonds.

Section 507. Deposits and Investment of Moneys. Moneys in each of the Funds and Accounts shall be deposited in accordance with laws of the State, in a bank, savings and loan association or savings bank organized under the laws of the State, any other state or the United States: (a) which has a main or branch office located in the Issuer; or (b) if no such entity has a main or branch office located in the Issuer, with such an entity that has a main or branch office located in the county or counties in which the Issuer is located. All such depositaries shall be members of the Federal Deposit Insurance Corporation, or otherwise as permitted by State law. All such deposits shall be invested in Permitted Investments as set forth in this Article or shall be adequately secured as provided by the laws of the State. All moneys held in the Funds and Accounts shall be kept separate and apart from all other funds of the Issuer so that there shall be no commingling with any other funds of the Issuer.

Moneys held in any Fund or Account may be invested in accordance with this Bond Resolution and the Federal Tax Certificate in Permitted Investments; provided, however, that no such investment shall be made for a period extending longer than to the date when the moneys invested may be needed for the purpose for which such fund was created. All earnings on any investments held in any Fund or Account shall accrue to and become a part of such Fund or Account; provided that, during the period of construction of the Improvements, earnings on the investment of such funds may, at the discretion of the Issuer, be credited to the Debt Service Account.

ARTICLE VI

DEFAULT AND REMEDIES

Section 601. Remedies. The provisions of the Bond Resolution, including the covenants and agreements herein contained, shall constitute a contract between the Issuer and the Owners of the Bonds. If an Event of Default occurs and shall be continuing, the Owner or Owners of not less than 10% in principal amount of the Bonds at the time Outstanding shall have the right for the equal benefit and protection of all Owners of Bonds similarly situated:

(a) by mandamus or other suit, action or proceedings at law or in equity to enforce the rights of such Owner or Owners against the Issuer and its officers, agents and employees, and to require and compel duties and obligations required by the provisions of the Bond Resolution or by the Constitution and laws of the State;

(b) by suit, action or other proceedings in equity or at law to require the Issuer, its officers, agents and employees to account as if they were the trustees of an express trust; and

(c) by suit, action or other proceedings in equity or at law to enjoin any acts or things which may be unlawful or in violation of the rights of the Owners of the Bonds.

Section 602. Limitation on Rights of Owners. The covenants and agreements of the Issuer contained herein and in the Bonds shall be for the equal benefit, protection, and security of the Owners of any or all of the Bonds, all of which Bonds shall be of equal rank and without preference or priority of one Bond over any other Bond in the application of the funds herein pledged to the payment of the principal of and the interest on the Bonds, or otherwise, except as to rate of interest, date of maturity and right of prior redemption as provided in this Bond Resolution. No one or more Owners secured hereby shall have any right in any manner whatever by his or their action to affect, disturb or prejudice the security granted and provided for herein, or to enforce any right hereunder, except in the manner herein provided, and all proceedings at law or in equity shall be instituted, had and maintained for the equal benefit of all Outstanding Bonds.

Section 603. Remedies Cumulative. No remedy conferred herein upon the Owners is intended to be exclusive of any other remedy, but each such remedy shall be cumulative and in addition to every other remedy and may be exercised without exhausting and without regard to any other remedy conferred herein. No waiver of any default or breach of duty or contract by the Owner of any Bond shall extend to or affect any subsequent default or breach of duty or contract or shall impair any rights or remedies thereon. No delay or omission of any Owner to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein. Every substantive right and every remedy conferred upon the Owners of the Bonds by this Bond Resolution may be enforced and exercised from time to time and as often as may be deemed expedient. If action or proceedings taken by any Owner on account of any default or to enforce any right or exercise any remedy has been discontinued or abandoned for any reason, or shall have been determined adversely to such Owner, then, and in every such case, the Issuer and the Owners of the Bonds shall, subject to any determination in such action or proceeding or applicable law of the State, be restored to their former positions and rights hereunder, respectively, and all rights, remedies, powers and duties of the Owners shall continue as if no such suit, action or other proceedings had been brought or taken.

ARTICLE VII

DEFEASANCE

Section 701. Defeasance. When any or all of the Bonds, redemption premium, if any, or scheduled interest payments thereon have been paid and discharged, then the requirements contained in this Bond Resolution and the pledge of the Issuer's faith and credit hereunder and all other rights granted hereby shall terminate with respect to the Bonds or scheduled interest payments thereon so paid and discharged. Bonds, redemption premium, if any, or scheduled interest payments thereon shall be deemed to have been paid and discharged within the meaning of this Bond Resolution if there has been deposited with the Paying Agent, or other commercial bank or trust company located in the State and having full trust powers, at or prior to the Stated Maturity or Redemption Date of said Bonds or the interest payments thereon, in trust for and irrevocably appropriated thereto, moneys and/or Defeasance Obligations which, together with the interest to be earned on any such Defeasance Obligations, will be sufficient for the payment of the principal of or Redemption Price of said Bonds and/or interest accrued to the Stated Maturity or Redemption Date, or if default in such payment has occurred on such date, then to the date of the tender of such payments. If the amount to be so deposited is based on the Redemption Price of any Bonds, no such satisfaction shall occur until (a) the Issuer has elected to redeem such Bonds, and (b) either notice of such redemption has been given, or the Issuer has given irrevocable instructions, or shall have provided for an escrow agent to give irrevocable instructions, to the Bond Registrar to give such notice of redemption in compliance with ***Article III*** hereof. Any money and Defeasance Obligations that at any time shall be deposited with the Paying Agent or other commercial bank or trust company by or on behalf of the Issuer, for the purpose of paying and discharging any of the Bonds, shall be and are hereby assigned, transferred and set over to the Paying Agent or other bank or trust company in trust for the respective Owners of the Bonds, and such moneys shall be and are hereby irrevocably appropriated to the payment and discharge thereof. All money and Defeasance Obligations deposited with the Paying Agent or such bank or trust company shall be deemed to be deposited in accordance with and subject to all of the provisions of this Bond Resolution.

ARTICLE VIII

TAX COVENANTS

Section 801. General Covenants. The Issuer covenants and agrees that it will comply with: (a) all applicable provisions of the Code necessary to maintain the exclusion from gross income for federal income tax purposes of the interest on the Bonds; and (b) all provisions and requirements of the Federal Tax Certificate. The Mayor and Clerk are hereby authorized and directed to execute the Federal Tax Certificate in a form approved by Bond Counsel, for and on behalf of and as the act and deed of the Issuer. The Issuer will, in addition, adopt such other ordinances or resolutions and take such other actions as may be necessary to comply with the Code and with all other applicable future laws, regulations, published rulings and judicial decisions, 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 Issuer.

Section 802. Survival of Covenants. The covenants contained in this Article and in the Federal Tax Certificate shall remain in full force and effect notwithstanding the defeasance of the Bonds pursuant to ***Article VII*** hereof or any other provision of this Bond Resolution until such time as is set forth in the Federal Tax Certificate.

ARTICLE IX

CONTINUING DISCLOSURE REQUIREMENTS

Section 901. Disclosure Requirements. The Mayor and Clerk are hereby authorized and directed to execute the Disclosure Undertaking in a form approved by Bond Counsel, for and on behalf of and as the act and deed of the Issuer. The Issuer hereby covenants with the Purchaser and the Beneficial Owners to provide and disseminate such information as is required by the SEC Rule and as further set forth in the Disclosure Undertaking, which are incorporated herein by reference. Such covenant shall be for the benefit of and enforceable by the Purchaser and the Beneficial Owners.

Section 902. Failure to Comply with Continuing Disclosure Requirements. In the event the Issuer fails to comply in a timely manner with its covenants contained in the preceding section, the Purchaser and/or any Beneficial Owner may make demand for such compliance by written notice to the Issuer. In the event the Issuer does not remedy such noncompliance within 10 days of receipt of such written notice, the Purchaser or any Beneficial Owner may in its discretion, without notice or demand, proceed to enforce compliance by a suit or suits in equity for the specific performance of such covenant or agreement contained in the preceding section or for the enforcement of any other appropriate legal or equitable remedy, as the Purchaser and/or any Beneficial Owner shall deem effectual to protect and enforce any of the duties of the Issuer under such preceding section. Notwithstanding any other provision of this Bond Resolution, failure of the Issuer to comply with its covenants contained in the preceding section shall not be considered an Event of Default under this Bond Resolution.

ARTICLE X

MISCELLANEOUS PROVISIONS

Section 1001. Annual Audit. Annually, promptly after the end of the Fiscal Year, the Issuer will cause an audit to be made of the financial statements of the Issuer for the preceding Fiscal Year by an Independent Accountant. Within 30 days after the completion of each such audit, a copy thereof shall be filed in the office of the Clerk. Such audit shall at all times during the usual business hours be open to the examination and inspection by any taxpayer, any Owner of any of the Bonds, or by anyone acting for or on behalf of such taxpayer or Owner. Upon payment of the reasonable cost of preparing and mailing the same, a copy of any annual audit will, upon request, be sent to any Owner or prospective Owner. As soon as possible after the completion of the annual audit, the Governing Body shall review such audit, and if the audit discloses that proper provision has not been made for all of the requirements of this Bond Resolution, the Issuer shall promptly cure such deficiency.

Section 1002. Amendments. The rights and duties of the Issuer and the Owners, and the terms and provisions of the Bonds or of this Bond Resolution, may be amended or modified at any time in any respect by ordinance or resolution of the Issuer with the written consent of the Owners of not less than a majority in principal amount of the Bonds then Outstanding, such consent to be evidenced by an instrument or instruments executed by such Owners and duly acknowledged or proved in the manner of a deed to be recorded, and such instrument or instruments shall be filed with the Clerk, but no such modification or alteration shall:

(a) extend the maturity of any payment of principal or interest due upon any Bond;

(b) effect a reduction in the amount which the Issuer is required to pay as principal of or interest on any Bond;

(c) permit preference or priority of any Bond over any other Bond; or

(d) reduce the percentage in principal amount of Bonds required for the written consent to any modification or alteration of the provisions of this Bond Resolution.

Any provision of the Bonds or of this Bond Resolution may, however, be amended or modified by ordinance or resolution duly adopted by the Governing Body at any time in any legal respect with the written consent of the Owners of all of the Bonds at the time Outstanding.

Without notice to or the consent of any Owners, the Issuer may amend or supplement this Bond Resolution for the purpose of curing any formal defect, omission, inconsistency or ambiguity herein, to grant to or confer upon the Owners any additional rights, remedies, powers or authority that may lawfully be granted to or conferred upon the Owners, to more precisely identify the Improvements, to reallocate proceeds of the Bonds among Improvements, to provide for Substitute Improvements, to conform this Bond Resolution to the Code or future applicable federal law concerning tax-exempt obligations, or in connection with any other change therein which is not materially adverse to the interests of the Owners.

Every amendment or modification of the provisions of the Bonds or of this Bond Resolution, to which the written consent of the Owners is given, as above provided, shall be expressed in a resolution or ordinance adopted by the Governing Body amending or supplementing the provisions of this Bond Resolution and shall be deemed to be a part of this Bond Resolution. A certified copy of every such amendatory or supplemental ordinance or resolution, if any, and a certified copy of this Bond Resolution shall always be kept on file in the office of the Clerk, and shall be made available for inspection by the Owner of any Bond or a prospective purchaser or owner of any Bond authorized by this Bond Resolution, and upon payment of the reasonable cost of preparing the same, a certified copy of any such amendatory or supplemental ordinance or resolution or of this Bond Resolution will be sent by the Clerk to any such Owner or prospective Owner.

Any and all modifications made in the manner hereinabove provided shall not become effective until there has been filed with the Clerk a copy of the ordinance or resolution of the Issuer hereinabove provided for, duly certified, as well as proof of any required consent to such modification by the Owners of the Bonds then Outstanding. It shall not be necessary to note on any of the Outstanding Bonds any reference to such amendment or modification.

The Issuer shall furnish to the Paying Agent a copy of any amendment to the Bonds or this Bond Resolution which affects the duties or obligations of the Paying Agent under this Bond Resolution.

Section 1003. Notices, Consents and Other Instruments by Owners. Any notice, consent, request, direction, approval or other instrument to be signed and executed by the Owners may be in any number of concurrent writings of similar tenor and may be signed or executed by such Owners in person or by agent appointed in writing. Proof of the execution of any such instrument or of the writing appointing any such agent and of the ownership of Bonds, if made in the following manner, shall be sufficient for any of the purposes of this Bond Resolution, and shall be conclusive in favor of the Issuer and the Paying Agent with regard to any action taken, suffered or omitted under any such instrument, namely:

(a) The fact and date of the execution by any person of any such instrument may be proved by a certificate of any officer in any jurisdiction who by law has power to take acknowledgments within

such jurisdiction that the person signing such instrument acknowledged before such officer the execution thereof, or by affidavit of any witness to such execution.

(b) The fact of ownership of Bonds, the amount or amounts, numbers and other identification of Bonds, and the date of holding the same shall be proved by the Bond Register.

In determining whether the Owners of the requisite principal amount of Bonds Outstanding have given any request, demand, authorization, direction, notice, consent or waiver under this Bond Resolution, Bonds owned by the Issuer shall be disregarded and deemed not to be Outstanding under this Bond Resolution, except that, in determining whether the Owners shall be protected in relying upon any such request, demand, authorization, direction, notice, consent or waiver, only Bonds which the Owners know to be so owned shall be so disregarded. Notwithstanding the foregoing, Bonds so owned which have been pledged in good faith shall not be disregarded as aforesaid if the pledgee establishes to the satisfaction of the Owners the pledgee's right so to act with respect to such Bonds and that the pledgee is not the Issuer.

Section 1004. Notices. Any notice, request, complaint, demand or other communication required or desired to be given or filed under this Bond Resolution shall be in writing, given to the Notice Representative at the Notice Address and shall be deemed duly given or filed if the same shall be: (a) duly mailed by registered or certified mail, postage prepaid; or (b) communicated via fax, with electronic or telephonic confirmation of receipt. Copies of such notices shall also be given to the Paying Agent. The Issuer, the Paying Agent and the Purchaser may from time to time designate, by notice given hereunder to the others of such parties, such other address to which subsequent notices, certificates or other communications shall be sent.

All notices given by: (a) certified or registered mail as aforesaid shall be deemed duly given as of the date they are so mailed; (b) fax as aforesaid shall be deemed duly given as of the date of confirmation of receipt. If, because of the temporary or permanent suspension of regular mail service or for any other reason, it is impossible or impractical to mail any notice in the manner herein provided, then such other form of notice as shall be made with the approval of the Paying Agent shall constitute a sufficient notice.

Section 1005. Electronic Transactions. The transactions described in this Bond Resolution may be conducted, and documents related to the Bonds may be sent, received, executed, and stored, by electronic means or transmissions. Copies, telecopies, electronic files and other reproductions of original executed documents (or documents executed by electronic means or transmissions) shall be deemed to be authentic and valid counterparts of such documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

Section 1006. Further Authority. The officers and officials of the Issuer, including the Mayor and Clerk, are hereby authorized and directed to execute all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Bond Resolution and to make ministerial alterations, changes or additions in the foregoing agreements, statements, instruments and other documents herein approved, authorized and confirmed which they may approve, and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

Section 1007. Severability. If any section or other part of this Bond Resolution, whether large or small, is for any reason held invalid, the invalidity thereof shall not affect the validity of the other provisions of this Bond Resolution.

Section 1008. Governing Law. This Bond Resolution shall be governed exclusively by and construed in accordance with the applicable laws of the State.

Section 1009. Effective Date. This Bond Resolution shall take effect and be in full force from and after its adoption by the Governing Body.

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ADOPTED by the Governing Body on September 8, 2022.

(SEAL)

_____
Donald Roberts, Mayor

ATTEST:

_____
Christopher Clinton, Deputy City Clerk

APPROVED AS TO FORM:

_____
Gilmore & Bell, P.C., Bond Counsel

EXHIBIT A
(FORM OF BONDS)

REGISTERED **REGISTERED**
NUMBER __ **$**

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York Corporation ("DTC"), to the Issuer or its agent for registration of transfer, exchange or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

UNITED STATES OF AMERICA
STATE OF KANSAS
COUNTY OF JOHNSON
CITY OF EDGERTON
GENERAL OBLIGATION BOND
SERIES 2022A

Interest Rate:	**Maturity**	**Dated**	**CUSIP:**
_____%	**Date: August 1, 20____**	**Date: September 22, 2022**	

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT:

KNOW ALL PERSONS BY THESE PRESENTS: That the City of Edgerton, State of Kansas (the "Issuer"), for value received, hereby acknowledges itself to be indebted and promises to pay to the Registered Owner shown above, or registered assigns, but solely from the source and in the manner herein specified, the Principal Amount shown above on the Maturity Date shown above, unless called for redemption prior to said Maturity Date, and to pay interest thereon at the Interest Rate per annum shown above (computed on the basis of a 360-day year of twelve 30-day months), from the Dated Date shown above, or from the most recent date to which interest has been paid or duly provided for, payable semiannually on February 1 and August 1 of each year, commencing February 1, 2023 (the "Interest Payment Dates"), until the Principal Amount has been paid.

Method and Place of Payment. The principal or redemption price of this Bond shall be paid at maturity or upon earlier redemption to the person in whose name this Bond is registered at the maturity or redemption date thereof, upon presentation and surrender of this Bond at the principal office of the Treasurer of the State of Kansas, Topeka, Kansas (the "Paying Agent" and "Bond Registrar"). The interest payable on this Bond on any Interest Payment Date shall be paid to the person in whose name this Bond is registered on the registration books maintained by the Bond Registrar at the close of business on

the Record Date(s) for such interest, which shall be the 15th day (whether or not a business day) of the calendar month next preceding the Interest Payment Date. Such interest shall be payable (a) by check or draft mailed by the Paying Agent to the address of such Registered Owner shown on the Bond Register or at such other address as is furnished to the Paying Agent in writing by such Registered Owner; or (b) in the case of an interest payment to Cede & Co. or any Owner of $500,000 or more in aggregate principal amount of Bonds by electronic transfer to such Owner upon written notice given to the Bond Registrar by such Registered Owner, not less than 15 days prior to the Record Date for such interest, containing the electronic transfer instructions including the bank, ABA routing number and account number to which such Registered Owner wishes to have such transfer directed. The principal or redemption price of and interest on the Bonds shall be payable in any coin or currency that, on the respective dates of payment thereof, is legal tender for the payment of public and private debts. Interest not punctually paid will be paid in the manner established in the within defined Bond Resolution.

Definitions. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the hereinafter defined Bond Resolution.

Authorization of Bonds. This Bond is one of an authorized series of Bonds of the Issuer designated "General Obligation Bonds, Series 2022A," aggregating the principal amount of $[PRINCIPAL AMOUNT] (the "Bonds") issued for the purposes set forth in the Ordinance of the Issuer authorizing the issuance of the Bonds and the Resolution of the Issuer prescribing the form and details of the Bonds (collectively, the "Bond Resolution"). The Bonds are issued by the authority of and in full compliance with the provisions, restrictions and limitations of the Constitution and laws of the State of Kansas, including K.S.A. 10-101 to 10-125, inclusive, K.S.A. 10-620 *et seq*., Charter Ordinance No. 22 of the Issuer and Article 12, Section 5 of the Constitution of the State of Kansas, all as amended and supplemented from time to time, and all other provisions of the laws of the State of Kansas applicable thereto.

General Obligations. The Bonds constitute general obligations of the Issuer payable as to both principal and interest from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the Issuer. The full faith, credit and resources of the Issuer are hereby irrevocably pledged for the prompt payment of the principal of and interest on the Bonds as the same become due.

Redemption Prior to Maturity. The Bonds are subject to redemption prior to maturity as set forth in the Bond Resolution.

Book-Entry System. The Bonds are being issued by means of a book-entry system with no physical distribution of bond certificates to be made except as provided in the Bond Resolution. One Bond certificate with respect to each date on which the Bonds are stated to mature or with respect to each form of Bonds, registered in the nominee name of the Securities Depository, is being issued and required to be deposited with the Securities Depository and immobilized in its custody. The book-entry system will evidence positions held in the Bonds by the Securities Depository's participants, beneficial ownership of the Bonds in authorized denominations being evidenced in the records of such participants. Transfers of ownership shall be effected on the records of the Securities Depository and its participants pursuant to rules and procedures established by the Securities Depository and its participants. The Issuer and the Bond Registrar will recognize the Securities Depository nominee, while the Registered Owner of this Bond, as the owner of this Bond for all purposes, including (i) payments of principal of, and redemption premium, if any, and interest on, this Bond, (ii) notices and (iii) voting. Transfer of principal, interest and any redemption premium payments to participants of the Securities Depository, and transfer of principal, interest and any redemption premium payments to beneficial owners of the Bonds by

participants of the Securities Depository will be the responsibility of such participants and other nominees of such beneficial owners. The Issuer and the Bond Registrar will not be responsible or liable for such transfers of payments or for maintaining, supervising or reviewing the records maintained by the Securities Depository, the Securities Depository nominee, its participants or persons acting through such participants. While the Securities Depository nominee is the owner of this Bond, notwithstanding the provision hereinabove contained, payments of principal of, redemption premium, if any, and interest on this Bond shall be made in accordance with existing arrangements among the Issuer, the Bond Registrar and the Securities Depository.

Transfer and Exchange. EXCEPT AS OTHERWISE PROVIDED IN THE BOND RESOLUTION, THIS GLOBAL BOND MAY BE TRANSFERRED, IN WHOLE BUT NOT IN PART, ONLY TO ANOTHER NOMINEE OF THE SECURITIES DEPOSITORY OR TO A SUCCESSOR SECURITIES DEPOSITORY OR TO A NOMINEE OF A SUCCESSOR SECURITIES DEPOSITORY. This Bond may be transferred or exchanged, as provided in the Bond Resolution, only on the Bond Register kept for that purpose at the principal office of the Bond Registrar, upon surrender of this Bond, together with a written instrument of transfer or authorization for exchange satisfactory to the Bond Registrar duly executed by the Registered Owner or the Registered Owner's duly authorized agent, and thereupon a new Bond or Bonds in any Authorized Denomination of the same maturity and in the same aggregate principal amount shall be issued to the transferee in exchange therefor as provided in the Bond Resolution and upon payment of the charges therein prescribed. The Issuer shall pay all costs incurred in connection with the issuance, payment and initial registration of the Bonds and the cost of a reasonable supply of bond blanks. The Issuer and the Paying Agent may deem and treat the person in whose name this Bond is registered on the Bond Register as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes. The Bonds are issued in fully registered form in Authorized Denominations.

Authentication. This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Bond Resolution until the Certificate of Authentication and Registration hereon shall have been lawfully executed by the Bond Registrar.

IT IS HEREBY DECLARED AND CERTIFIED that all acts, conditions, and things required to be done and to exist precedent to and in the issuance of this Bond have been properly done and performed and do exist in due and regular form and manner as required by the Constitution and laws of the State of Kansas, and that the total indebtedness of the Issuer, including this series of bonds, does not exceed any constitutional or statutory limitation.

IN WITNESS WHEREOF, the Issuer has caused this Bond to be executed by the manual, electronic or facsimile signature of its Mayor and attested by the manual, electronic or facsimile signature of its Clerk, and its seal to be affixed hereto or imprinted hereon.

CITY OF EDGERTON, KANSAS

[(Facsimile Seal)]

By: _____(facsimile)_____
Mayor

ATTEST:

By: _____(facsimile)_____
Clerk

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This Bond is one of a series of General Obligation Bonds, Series 2022A, of the City of Edgerton, Kansas, described in the within-mentioned Bond Resolution.

Registration Date: _____

Office of the State Treasurer,
Topeka, Kansas,
as Bond Registrar and Paying Agent

By: _____

Registration Number: _____

CERTIFICATE OF CLERK

STATE OF KANSAS)
) SS.
COUNTY OF JOHNSON)

The undersigned, Clerk of the City of Edgerton, Kansas, does hereby certify that the within Bond has been duly registered in my office according to law as of September 22, 2022.

WITNESS my hand and official seal.

(Facsimile Seal) By: _____(facsimile)_____
Clerk

CERTIFICATE OF STATE TREASURER

OFFICE OF THE TREASURER, STATE OF KANSAS

LYNN W. ROGERS, Treasurer of the State of Kansas, does hereby certify that a transcript of the proceedings leading up to the issuance of this Bond has been filed in the office of the State Treasurer, and that this Bond was registered in such office according to law on _____.

WITNESS my hand and official seal.

(Seal) By: _____
Treasurer of the State of Kansas

BOND ASSIGNMENT

FOR VALUE RECEIVED, the undersigned do(es) hereby sell, assign and transfer to

_____
(Name and Address)

_____
(Social Security or Taxpayer Identification No.)

the Bond to which this assignment is affixed in the outstanding principal amount of $_____, standing in the name of the undersigned on the books of the Bond Registrar. The undersigned do(es) hereby irrevocably constitute and appoint _____ as agent to transfer said Bond on the books of said Bond Registrar with full power of substitution in the premises.

Dated _____

_____
Name

_____
Social Security or
Taxpayer Identification No.

_____
Signature (Sign here exactly as name(s)
appear on the face of Certificate)

Signature guarantee:

By _____

LEGAL OPINION

The following is a true and correct copy of the approving legal opinion of Gilmore & Bell, P.C., Bond Counsel, which was dated and issued as of the date of original issuance and delivery of such Bonds:

GILMORE & BELL, P.C.
Attorneys at Law
2405 Grand Boulevard
Suite 1100
Kansas City, Missouri 64108

(PRINTED LEGAL OPINION)

EDGERTON
global routes. local roots.

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

City Council Action Item

Council Meeting Date: September 8, 2022

Department: Administration

Agenda Item: Consider Resolution No. 09-08-22C Authorizing And Directing The Issuance Of General Obligation Temporary Notes, Series 2022-A, Of The City Of Edgerton, Kansas, And Authorizing Certain Other Documents And Actions Connected Therewith

Background/Description of Item:

In 2020, the City issued general obligation temporary notes to finance the remaining balance on the 2019 Street Reconstruction project and the construction of the intersection at 200th Street and Homestead Lane. Those notes mature on October 1, 2022. The City will pay off the portion of the principal related to the 2019 Street Reconstruction Project and finance the remaining principal for the 200th Street & Homestead Lane Intersection Project with the Series 2022A general obligation temporary notes.

On July 28, 2022, Council approved Resolution No. 07-28-22C which authorized the City to offer the temporary notes for sale and authorized the Mayor to execute a Note Purchase Agreement within certain parameters.

The Financial Advisor issued an RFP to banks and received 4 proposals: Capital One, Central Trust Bank d/b/a Central Bank of the Midwest (Central Bank), Intrust Bank and US Bank. The Financial Advisor reviewed the rates as well as the bank fees for the transaction. Please see the attached RFP summary provided by Columbia Capital. Based upon their review, the Columbia recommends the proposal from Central Bank. While Central Bank's interest rate is not the lowest rate, when you factor in the bank fees, Central Bank's proposal is the best proposal.

Central Bank's proposal is for a two-year term with an interest rate of 3.34% plus additional fees of $2,000. Interest will be paid twice a year on March 1 and September 1, beginning on March 1, 2023. Interest payments will be funded from TIF revenues from the Homestead Lane Retail TIF District Project Plan A1 (On-the-Go Travel Center).

As authorized by Resolution 07-28-22C, the Mayor will execute a Note Purchase Agreement with Central Bank of the Midwest. The Note Purchase Agreement documents Central Bank's agreement to purchase the notes from the City and includes various representations by the City and Central Bank regarding the sale of the notes. The Note Purchase Agreement is enclosed.

Resolution No. 09-08-22C contains the specifics for the notes, including the amount of the notes, the interest rate, the maturity date, repayment provisions, etc. Approval of Resolution No. 09-08-22C is the final step in the temporary note process. If approved, the closing date for the Notes will be September 22, 2022.

The City Attorney has reviewed and approved this resolution and the Note Purchase Agreement.

Related Ordinance(s) or Statue(s): Ordinance No. 2045, Resolution No. 07-28-22C,

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Funding Source: n/a

Budget Allocated: n/a

Finance Director Approval: x Karen E. Kindle
Karen Kindle, Finance Director

Recommendation: Approve Resolution No. 09-08-22C Authorizing And Directing The Issuance, Sale And Delivery Of General Obligation Temporary Notes, Series 2022-A, Of The City Of Edgerton, Kansas, And Authorizing Certain Other Documents And Actions Connected Therewith

Enclosed: Summary of RFP Responses
Resolution No. 09-08-22C
Note Purchase Agreement with Central Trust Bank d/b/a Central Bank of the Midwest

Prepared by: Karen Kindle, Finance Director

RESOLUTION NO. 09-08-22C

OF

THE CITY OF EDGERTON, KANSAS

ADOPTED

SEPTEMBER 8, 2022

GENERAL OBLIGATION TEMPORARY NOTES
SERIES 2022-A

RESOLUTION

TABLE OF CONTENTS

ARTICLE I

DEFINITIONS

Section 101. Definitions of Words and Terms. 2

ARTICLE II

AUTHORIZATION AND DETAILS OF THE NOTES

Section 201. Authorization of the Notes. 8
Section 202. Description of the Notes. 8
Section 203. Designation of Paying Agent and Note Registrar. 8
Section 204. Method and Place of Payment of the Notes. 8
Section 205. Payments Due on Saturdays, Sundays and Holidays. 9
Section 206. Registration, Transfer and Exchange of Notes. 9
Section 207. Execution, Registration, Authentication and Delivery of Notes. 10
Section 208. Mutilated, Lost, Stolen or Destroyed Notes. 11
Section 209. Cancellation and Destruction of Notes Upon Payment. 11
Section 210. Nonpresentment of Notes. 11
Section 211. Sale of the Notes – Note Purchase Agreement. 12

ARTICLE III

REDEMPTION OF NOTES

Section 301. Redemption by Issuer. 12
Section 302. Selection of Notes to be Redeemed. 12
Section 303. Notice and Effect of Call for Redemption. 13

ARTICLE IV

SECURITY FOR NOTES

Section 401. Security for the Notes. 14
Section 402. Levy and Collection of Annual Tax. 14

ARTICLE V

ESTABLISHMENT OF FUNDS AND ACCOUNTS

DEPOSIT AND APPLICATION OF NOTE PROCEEDS

Section 501. Creation of Funds and Accounts. 15
Section 502. Deposit of Note Proceeds and Other Moneys. 15
Section 503. Application of Moneys in the Improvement Fund. 15
Section 504. Substitution of Improvements; Reallocation of Proceeds. 15
Section 505. Application of Moneys in Debt Service Account. 16

Section 506. Application of Moneys in the Rebate Fund. 16
Section 507. Deposits and Investment of Moneys. 17

ARTICLE VI

DEFAULT AND REMEDIES

Section 601. Remedies. 17
Section 602. Limitation on Rights of Owners. 17
Section 603. Remedies Cumulative. 18

ARTICLE VII

DEFEASANCE

Section 701. Defeasance. 18

ARTICLE VIII

TAX COVENANTS

Section 801. General Covenants. 19
Section 802. Survival of Covenants. 19

ARTICLE IX

CONTINUING DISCLOSURE

Section 901. Exempt from Disclosure. 19

ARTICLE X

MISCELLANEOUS PROVISIONS

Section 1001. Annual Audit. 19
Section 1002. Amendments. 20
Section 1003. Notices, Consents and Other Instruments by Owners. 21
Section 1004. Notices. 21
Section 1005. Electronic Transactions. 21
Section 1006. Further Authority. 21
Section 1007. Severability. 22
Section 1008. Governing Law. 22
Section 1009. Effective Date. 22

EXHIBIT A – FORM OF NOTES A-1

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RESOLUTION NO. 09-08-22C

A RESOLUTION AUTHORIZING AND DIRECTING THE ISSUANCE OF GENERAL OBLIGATION TEMPORARY NOTES, SERIES 2022-A, OF THE CITY OF EDGERTON, KANSAS, AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS CONNECTED THEREWITH.

WHEREAS, the City of Edgerton, Kansas (the "Issuer") is a municipal corporation, duly created, organized and existing under the Constitution and laws of the State; and

WHEREAS, pursuant to the provisions of the laws of the State of Kansas applicable thereto, by proceedings duly had, the governing body of the Issuer has caused the following improvements (the "Improvements") to be made in the City, to-wit:

Project Description	Res. No.	Authority	Estimated Cost to be Paid from Notes
Main Trafficway Improvements (Homestead Lane)	09-10-20A	K.S.A. 12-685 *et seq.*	$1,752,000*

*Plus interest on any temporary financing and other associated financing costs.

WHEREAS, the governing body of the Issuer is authorized by law to issue general obligation bonds to pay a portion of the costs of the Improvements; and

WHEREAS, it is necessary for the Issuer to provide cash funds (from time to time) to meet its obligations incurred in constructing the Improvements prior to the completion thereof and the issuance of the Issuer's general obligation bonds, and it is desirable and in the interest of the Issuer that such funds be raised by the issuance of temporary notes of the Issuer pursuant to the Act; and

WHEREAS, the Issuer has previously issued the following temporary notes to temporarily finance a portion of the costs of the Improvements (the "Existing Notes"):

Series	Dated Date	Maturity Date	Original Amount	Outstanding Amount
2020-A	September 24, 2020	October 1, 2022	$3,115,000	$987,083.10

; and

WHEREAS, it is necessary for the Issuer to provide cash funds to meet its obligations on the Existing Notes by the issuance of additional temporary notes of the Issuer pursuant to the Act; and

WHEREAS, the Issuer proposes to issue its temporary notes to retire the Existing Notes; and

WHEREAS, the governing body of the Issuer hereby finds and determines that it is necessary for the Issuer to authorize the issuance and delivery of the Notes in the principal amount of $973,000 to retire the Existing Notes.

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

ARTICLE I

DEFINITIONS

Section 101. Definitions of Words and Terms. In addition to words and terms defined elsewhere herein, the following words and terms as used in this Note Resolution shall have the meanings hereinafter set forth. Unless the context shall otherwise indicate, words importing the singular number shall include the plural and vice versa, and words importing persons shall include firms, associations and corporations, including public bodies, as well as natural persons.

"Act" means the Constitution and statutes of the State including K.S.A. 10-101 to 10-125, inclusive, specifically including K.S.A. 10-123, K.S.A. 10-620 *et seq.*, and K.S.A. 12-685 *et seq.*, all as amended and supplemented from time to time.

"Authorized Denomination" means $100,000 or any amount in excess thereof.

"Bank" means The Central Trust Bank d/b/a Central Bank of the Midwest, Gardner, Kansas, and any successors and assigns.

"Beneficial Owner" of the Notes includes any Owner of the Notes and any other Person who, directly or indirectly has the investment power with respect to any of the Notes.

"Bond and Interest Fund" means the Bond and Interest Fund of the Issuer for its general obligation bonds.

"Bond Counsel" means the firm of Gilmore & Bell, P.C., or any other attorney or firm of attorneys whose expertise in matters relating to the issuance of obligations by states and their political subdivisions is nationally recognized and acceptable to the Issuer.

"Business Day" means a day other than a Saturday, Sunday or holiday on which the Paying Agent is scheduled in the normal course of its operations to be open to the public for conduct of its operations.

"City" means the City of Edgerton, Kansas.

"Clerk" means the duly elected/appointed and acting Clerk of the Issuer or, in the Clerk's absence, the duly appointed Deputy, Assistant or Acting Clerk of the Issuer.

"Code" means the Internal Revenue Code of 1986, as amended, and the applicable regulations proposed or promulgated thereunder of the United States Department of the Treasury.

"Costs of Issuance" means all costs of issuing the Notes, including but not limited to all publication, printing, signing and mailing expenses in connection therewith, registration fees, financial advisory fees, all legal fees and expenses of Bond Counsel and other legal counsel, expenses incurred in connection with compliance with the Code, and all expenses incurred in connection with receiving ratings on the Notes.

"Dated Date" means September 22, 2022.

"Debt Service Account" means the Debt Service Account for General Obligation Temporary Notes, Series 2022-A (within the Bond and Interest Fund) created pursuant to ***Section 501*** hereof.

"Debt Service Requirements" means the aggregate principal payments and interest payments on the Notes for the period of time for which calculated; provided, however, that for purposes of calculating such amount, principal and interest shall be excluded from the determination of Debt Service Requirements to the extent that such principal or interest is payable from amounts deposited in trust, escrowed or otherwise set aside for the payment thereof with the Paying Agent or other commercial bank or trust company located in the State and having full trust powers.

"Defaulted Interest" means interest on any Note which is payable but not paid on any Interest Payment Date.

"Defeasance Obligations" means any of the following obligations:

(a) United States Government Obligations that are not subject to redemption in advance of their maturity dates; or

(b) obligations of any state or political subdivision of any state, the interest on which is excluded from gross income for federal income tax purposes and which meet the following conditions:

(1) the obligations are (i) not subject to redemption prior to maturity or (ii) the trustee for such obligations has been given irrevocable instructions concerning their calling and redemption and the issuer of such obligations has covenanted not to redeem such obligations other than as set forth in such instructions;

(2) the obligations are secured by cash or United States Government Obligations that may be applied only to principal of, premium, if any, and interest payments on such obligations;

(3) such cash and the principal of and interest on such United States Government Obligations (plus any cash in the escrow fund) are sufficient to meet the liabilities of the obligations;

(4) such cash and United States Government Obligations serving as security for the obligations are held in an escrow fund by an escrow agent or a trustee irrevocably in trust;

(5) such cash and United States Government Obligations are not available to satisfy any other claims, including those against the trustee or escrow agent; and

(6) such obligations are rated in a rating category by Moody's or Standard & Poor's that is no lower than the rating category then assigned by the Rating Agency to United States Government Obligations.

"Derivative" means any investment instrument whose market price is derived from the fluctuating value of an underlying asset, index, currency, futures contract, including futures, options and collateralized mortgage obligations.

"Event of Default" means each of the following occurrences or events:

(a) Payment of the principal and of the redemption premium, if any, of any of the Notes shall not be made when the same shall become due and payable, either at Stated Maturity or by proceedings for redemption or otherwise;

(b) Payment of any installment of interest on any of the Notes shall not be made when the same shall become due; or

(c) The Issuer shall default in the due and punctual performance of any other of the covenants, conditions, agreements and provisions contained in the Notes or in this Note Resolution (other than the covenants relating to continuing disclosure requirements, if any) on the part of the Issuer to be performed, and such default shall continue for thirty (30) days after written notice specifying such default and requiring same to be remedied shall have been given to the Issuer by the Owner of any of the Notes then Outstanding.

"Existing Notes" means the Issuer's General Obligation Temporary Notes, Series 2020-A, dated as of September 24, 2020.

"Federal Tax Certificate" means the Issuer's Federal Tax Certificate dated as of the Issue Date, as the same may be amended or supplemented in accordance with the provisions thereof.

"Financeable Costs" means the amount of expenditure for an Improvement which has been duly authorized by action of the governing body of the Issuer to be financed by general obligation bonds, less: (a) the amount of any temporary notes or general obligation bonds of the Issuer which are currently Outstanding and available to pay such Financeable Costs; and (b) any amount of Financeable Costs which has been previously paid by the Issuer or by any eligible source of funds unless such amounts are entitled to be reimbursed to the Issuer under State or federal law.

"Fiscal Year" means the twelve month period ending on December 31.

"Funds and Accounts" means funds and accounts created by or referred to in ***Section 501*** hereof.

"Improvement Fund" means the Improvement Fund for General Obligation Temporary Notes, Series 2022-A created pursuant to ***Section 501*** hereof.

"Improvements" means the improvements referred to in the preamble to this Note Resolution and any Substitute Improvements.

"Independent Accountant" means an independent certified public accountant or firm of independent certified public accountants at the time employed by the Issuer for the purpose of carrying out the duties imposed on the Independent Accountant by this Note Resolution.

"Interest Payment Date" means the Stated Maturity of an installment of interest on any Note which shall be March 1 and September 1 of each year, commencing March 1, 2023.

"Issue Date" means the date when the Issuer delivers the Notes to the Bank in exchange for the Purchase Price.

"Issuer" means the City and any successors or assigns.

"Maturity" when used with respect to any Note means the date on which the principal of such Note becomes due and payable as therein and herein provided, whether at the Stated Maturity thereof or call for redemption or otherwise.

"Mayor" means the duly elected and acting Mayor, or in the Mayor's absence, the duly appointed and/or elected Vice Mayor or Acting Mayor of the Issuer.

"Moody's" means Moody's Investors Service, a corporation organized and existing under the laws of the State of Delaware, and its successors and assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, "Moody's" shall be deemed to refer to any other nationally recognized securities rating agency designated by the Issuer.

"Note Payment Date" means any date on which principal of or interest on any Note is payable.

"Note Purchase Agreement" means the Note Purchase Agreement dated as of September 8, 2022, between the Issuer and the Bank.

"Note Register" means the books for the registration, transfer and exchange of Notes kept at the office of the Note Registrar.

"Note Registrar" means the State Treasurer and its successors and assigns.

"Note Resolution" means this resolution relating to the Notes.

"Notes" means the General Obligation Temporary Notes, Series 2022-A, authorized and issued by the Issuer pursuant to this Note Resolution.

"Notice Address" means with respect to the following entities:

(a) To the Issuer at:

City of Edgerton, Kansas
Attn: City Clerk
P.O. Box 255
Edgerton, Kansas 66021

(b) To the Paying Agent at:

State Treasurer of the State of Kansas
Landon Office Building
900 Southwest Jackson, Suite 201
Topeka, Kansas 66612-1235

(c) To the Bank:

The Central Trust Bank d/b/a Central Bank of the Midwest
Attention: Mary Nelson, Gardner Area Market President
109 E. Main
Gardner, Kansas 66030

"Notice Representative" means:

(a) With respect to the Issuer, the Clerk.

(b) With respect to the Note Registrar and Paying Agent, the Director of Bond Services.

(c) With respect to any Bank, the manager of its Municipal Bond Department.

"Outstanding" means, when used with reference to the Notes, as of a particular date of determination, all Notes theretofore authenticated and delivered, except the following Notes:

(a) Notes theretofore canceled by the Paying Agent or delivered to the Paying Agent for cancellation;

(b) Notes deemed to be paid in accordance with the provisions of ***Article VII*** hereof; and

(c) Notes in exchange for or in lieu of which other Notes have been authenticated and delivered hereunder.

"Owner" when used with respect to any Note means the Person in whose name such Note is registered on the Note Register.

"Paying Agent" means the State Treasurer, and any successors and assigns.

"Permitted Investments" shall mean the investments hereinafter described, provided, however, no moneys or funds shall be invested in a Derivative: (a) investments authorized by K.S.A. 12-1675 and amendments thereto; (b) the municipal investment pool established pursuant to K.S.A. 12-1677a, and amendments thereto; (c) direct obligations of the United States Government or any agency thereof; (d) the Issuer's temporary notes issued pursuant to K.S.A. 10-123 and amendments thereto; (e) interest-bearing time deposits in commercial banks or trust companies located in the county or counties in which the Issuer is located which are insured by the Federal Deposit Insurance Corporation or collateralized by securities described in (c); (f) obligations of the federal national mortgage association, federal home loan banks, federal home loan mortgage corporation or government national mortgage association; (g) repurchase agreements for securities described in (c) or (f); (h) investment agreements or other obligations of a financial institution the obligations of which at the time of investment are rated in either of the three highest rating categories by Moody's or Standard & Poor's; (i) investments and shares or units of a money market fund or trust, the portfolio of which is comprised entirely of securities described in (c) or (f); (j) receipts evidencing ownership interests in securities or portions thereof described in (c) or (f); (k) municipal bonds or other obligations issued by any municipality of the State as defined in K.S.A. 10-1101 which are general obligations of the municipality issuing the same; or (l) bonds of any municipality of the State as defined in K.S.A. 10-1101 which have been refunded in advance of their maturity and are fully secured as to payment of principal and interest thereon by deposit in trust, under escrow agreement with a bank, of securities described in (c) or (f), all as may be further restricted or modified by amendments to applicable State law.

"Person" means any natural person, corporation, partnership, joint venture, association, firm, joint-stock company, trust, unincorporated organization, or government or any agency or political subdivision thereof or other public body.

"Purchase Price" means the amount set forth in the Note Purchase Agreement.

"Rating Agency" means any company, agency or entity that provides financial ratings for the Notes.

"Rebate Fund" means the Rebate Fund for General Obligation Temporary Notes, Series 2022-A created pursuant to ***Section 501*** hereof.

"Record Dates" for the interest payable on any Interest Payment Date means the fifteenth day (whether or not a Business Day) of the calendar month next preceding such Interest Payment Date.

"Redemption Date" when used with respect to any Note to be redeemed means the date fixed for the redemption of such Note pursuant to the terms of this Note Resolution.

"Redemption Price" when used with respect to any Note to be redeemed means the price at which such Note is to be redeemed pursuant to the terms of this Note Resolution, including the applicable redemption premium, if any, but excluding installments of interest whose Stated Maturity is on or before the Redemption Date.

"SEC Rule" means Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934.

"Special Record Date" means the date fixed by the Paying Agent pursuant to ***Article II*** hereof for the payment of Defaulted Interest.

"Standard & Poor's" or "S&P" means S&P Global Ratings, a division of S&P Global Inc., a corporation organized and existing under the laws of the State of New York, and its successors and assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, Standard & Poor's shall be deemed to refer to any other nationally recognized securities rating agency designated by the Issuer.

"State" means the state of Kansas.

"State Treasurer" means the duly elected Treasurer or, in the Treasurer's absence, the duly appointed Deputy Treasurer or acting Treasurer of the State.

"Stated Maturity" when used with respect to any Note or any installment of interest thereon means the date specified in such Note and this Note Resolution as the fixed date on which the principal of such Note or such installment of interest is due and payable.

"Substitute Improvements" means the substitute or additional improvements of the Issuer described in ***Article V*** hereof.

"Treasurer" means the duly appointed and/or elected Treasurer or, in the Treasurer's absence, the duly appointed Deputy Treasurer or acting Treasurer of the Issuer.

"United States Government Obligations" means bonds, notes, certificates of indebtedness, treasury bills or other securities constituting direct obligations of, or obligations the principal of and interest on which are fully and unconditionally guaranteed as to full and timely payment by, the United States of America, including evidences of a direct ownership interest in future interest or principal payment on obligations issued by the United States of America (including the interest component of obligations of the Resolution Funding Corporation), or securities which represent an undivided interest in such obligations, which obligations are rated in the highest rating category by a nationally recognized rating service and such obligations are held in a custodial account for the benefit of the Issuer.

ARTICLE II

AUTHORIZATION AND DETAILS OF THE NOTES

Section 201. Authorization of the Notes. There shall be issued and hereby are authorized and directed to be issued the General Obligation Temporary Notes, Series 2022-A, of the Issuer in the principal amount of $973,000, for the purpose of providing funds to: (a) refund the Existing Notes; and (b) pay Costs of Issuance.

Section 202. Description of the Notes. The Notes shall consist of a single fully registered note certificate in the amount of $973,000 and shall be numbered in such manner as the Note Registrar shall determine. All of the Notes shall be dated as of the Dated Date, shall become due in the amounts, on the Stated Maturity, subject to redemption and payment prior to the Stated Maturity as provided in ***Article III*** hereof, and shall bear interest at the rates per annum as follows:

Stated Maturity September 1	Principal Amount	Annual Rate of Interest
2024	$973,000	3.34%

The Notes shall bear interest at the above specified rates (computed on the basis of a 360-day year of twelve 30-day months) from the later of the Dated Date or the most recent Interest Payment Date to which interest has been paid on the Interest Payment Dates in the manner set forth in ***Article II*** hereof.

Each of the Notes, as originally issued or issued upon transfer, exchange or substitution, shall be printed in accordance with the format required by the Attorney General of the State and shall be substantially in the form attached hereto as ***EXHIBIT A*** or as may be required by the Attorney General pursuant to the Notice of Systems of Registration for Kansas Municipal Bonds, 2 Kan. Reg. 921 (1983), in accordance with the Kansas Bond Registration Law, K.S.A. 10-620 *et seq*.

Section 203. Designation of Paying Agent and Note Registrar. The State Treasurer is hereby designated as the Paying Agent for the payment of principal of and interest on the Note and Note Registrar with respect to the registration, transfer and exchange of Notes. The Mayor of the Issuer is hereby authorized and empowered to execute on behalf of the Issuer an agreement with the Note Registrar and Paying Agent for the Notes.

The Issuer will at all times maintain a Paying Agent and Note Registrar meeting the qualifications herein described for the performance of the duties hereunder. The Issuer reserves the right to appoint a successor Paying Agent or Note Registrar by (a) filing with the Paying Agent or Note Registrar then performing such function a certified copy of the proceedings giving notice of the termination of such Paying Agent or Note Registrar and appointing a successor, and (b) causing notice of appointment of the successor Paying Agent and Note Registrar to be given by first class mail to each Owner. No resignation or removal of the Paying Agent or Note Registrar shall become effective until a successor has been appointed and has accepted the duties of Paying Agent or Note Registrar.

Every Paying Agent or Note Registrar appointed hereunder shall at all times meet the requirements of K.S.A. 10-501 *et seq*. and K.S.A. 10-620 *et seq*., respectively.

Section 204. Method and Place of Payment of the Notes. The principal of, or Redemption Price, if any, and interest on the Notes shall be payable in any coin or currency which, on the respective dates of payment thereof, is legal tender for the payment of public and private debts.

The principal or Redemption Price of each Note shall be paid at Maturity to the Person in whose name such Note is registered on the Note Register at the Maturity thereof, upon presentation and surrender of such Note at the principal office of the Paying Agent.

The interest payable on each Note on any Interest Payment Date shall be paid to the Owner of such Note as shown on the Note Register at the close of business on the Record Date for such interest (a) by check or draft mailed by the Paying Agent to the address of such Owner shown on the Note Register or at such other address as is furnished to the Paying Agent in writing by such Owner; or (b) in the case of an interest payment to any Owner of $500,000 or more in aggregate principal amount of Notes, by electronic transfer to such Owner upon written notice given to the Note Registrar by such Owner, not less than 15 days prior to the Record Date for such interest, containing the electronic transfer instructions including the bank, ABA routing number and account number to which such Owner wishes to have such transfer directed.

Notwithstanding the foregoing provisions of this Section, any Defaulted Interest with respect to any Note shall cease to be payable to the Owner of such Note on the relevant Record Date and shall be payable to the Owner in whose name such Note is registered at the close of business on the Special Record Date for the payment of such Defaulted Interest, which Special Record Date shall be fixed as hereinafter specified in this paragraph. The Issuer shall notify the Paying Agent in writing of the amount of Defaulted Interest proposed to be paid on each Note and the date of the proposed payment (which date shall be at least 45 days after receipt of such notice by the Paying Agent) and shall deposit with the Paying Agent at the time of such notice an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Paying Agent for such deposit prior to the date of the proposed payment. Following receipt of such funds the Paying Agent shall fix a Special Record Date for the payment of such Defaulted Interest which shall be not more than 15 nor less than 10 days prior to the date of the proposed payment. The Paying Agent shall promptly notify the Issuer of such Special Record Date and, in the name and at the expense of the Issuer, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed, by first class mail, postage prepaid, to each Owner of a Note entitled to such notice at the address of such Owner as it appears on the Note Register not less than 10 days prior to such Special Record Date.

The Paying Agent shall keep a record of payment of principal and Redemption Price of and interest on all Notes and at least annually shall forward a copy or summary of such records to the Issuer.

Section 205. Payments Due on Saturdays, Sundays and Holidays. In any case where a Note Payment Date is not a Business Day, then payment of principal, Redemption Price or interest need not be made on such Note Payment Date but may be made on the next succeeding Business Day with the same force and effect as if made on such Note Payment Date, and no interest shall accrue for the period after such Note Payment Date.

Section 206. Registration, Transfer and Exchange of Notes. The Issuer covenants that, as long as any of the Notes remain Outstanding, it will cause the Note Register to be kept at the office of the Note Registrar as herein provided. Each Note when issued shall be registered in the name of the Owner thereof on the Note Register.

Notes may be transferred and exchanged only on the Note Register as provided in this Section. An Owner shall only have the authority to transfer and exchange Notes in an aggregate principal amount of $100,000 or more unless such transfer and exchange is made through a primary offering (as defined in the SEC Rule).

Upon surrender of any Note at the principal office of the Note Registrar, the Note Registrar shall transfer or exchange such Note for a new Note or Notes in any Authorized Denomination of the same Stated Maturity and in the same aggregate principal amount as the Note that was presented for transfer or exchange.

Notes presented for transfer or exchange shall be accompanied by a written instrument or instruments of transfer or authorization for exchange, in a form and with guarantee of signature satisfactory to the Note Registrar, duly executed by the Owner thereof or by the Owner's duly authorized agent.

In all cases in which the privilege of transferring or exchanging Notes is exercised, the Note Registrar shall authenticate and deliver Notes in accordance with the provisions of this Note Resolution. The Issuer shall pay the fees and expenses of the Note Registrar for the registration, transfer and exchange of Notes provided for by this Note Resolution and the cost of printing a reasonable supply of registered note blanks. Any additional costs or fees that might be incurred in the secondary market, other than fees of the Note Registrar, are the responsibility of the Owners of the Notes. In the event any Owner fails to provide a correct taxpayer identification number to the Paying Agent, the Paying Agent may make a charge against such Owner sufficient to pay any governmental charge required to be paid as a result of such failure. In compliance with Section 3406 of the Code, such amount may be deducted by the Paying Agent from amounts otherwise payable to such Owner hereunder or under the Notes.

The Issuer and the Note Registrar shall not be required (a) to register the transfer or exchange of any Note that has been called for redemption after notice of such redemption has been mailed by the Paying Agent pursuant to ***Article III*** hereof and during the period of 15 days next preceding the date of mailing of such notice of redemption; or (b) to register the transfer or exchange of any Note during a period beginning at the opening of business on the day after receiving written notice from the Issuer of its intent to pay Defaulted Interest and ending at the close of business on the date fixed for the payment of Defaulted Interest pursuant to this ***Article II***.

The Issuer and the Paying Agent may deem and treat the Person in whose name any Note is registered on the Note Register as the absolute Owner of such Note, whether such Note is overdue or not, for the purpose of receiving payment of, or on account of, the principal or Redemption Price of and interest on said Note and for all other purposes. All payments so made to any such Owner or upon the Owner's order shall be valid and effective to satisfy and discharge the liability upon such Note to the extent of the sum or sums so paid, and neither the Issuer nor the Paying Agent shall be affected by any notice to the contrary.

At reasonable times and under reasonable regulations established by the Note Registrar, the Note Register may be inspected and copied by the Owners (or a designated representative thereof) of 10% or more in principal amount of the Notes then Outstanding or any designated representative of such Owners whose authority is evidenced to the satisfaction of the Note Registrar.

Section 207. Execution, Registration, Authentication and Delivery of Notes. Each of the Notes, including any Notes issued in exchange or as substitutions for the Notes initially delivered, shall be executed for and on behalf of the Issuer by the manual or facsimile signature of the Mayor, attested by the manual or facsimile signature of the Clerk and the seal of the Issuer shall be affixed thereto or imprinted thereon. The Mayor and Clerk are hereby authorized and directed to prepare and execute the Notes in the manner herein specified, and to cause the Notes to be registered in the office of the Clerk, which registration shall be evidenced by the manual or facsimile signature of the Clerk with the seal of the Issuer affixed thereto or imprinted thereon. The Notes shall also be registered in the office of the State Treasurer, which registration shall be evidenced by the manual or facsimile signature of the State Treasurer with the seal of the State Treasurer affixed thereto or imprinted thereon. The Notes shall be countersigned by the manual or facsimile signature of the Clerk and the seal of the Issuer shall be affixed or imprinted adjacent thereto following registration of the Notes by the Treasurer of the State of Kansas. In case any officer whose signature appears on any Notes ceases to be such officer before the delivery of such Notes, such signature shall nevertheless be valid and sufficient for all purposes, as if such person had remained in

office until delivery. Any Note may be signed by such persons who at the actual time of the execution of such Note are the proper officers to sign such Note although at the date of such Note such persons may not have been such officers.

The Mayor and Clerk are hereby authorized and directed to prepare and execute the Notes as herein specified, and when duly executed, to deliver the Notes to the Note Registrar for authentication.

The Notes shall have endorsed thereon a certificate of authentication substantially in the form attached hereto as ***EXHIBIT A*** hereof, which shall be manually executed by an authorized officer or employee of the Note Registrar, but it shall not be necessary that the same officer or employee sign the certificate of authentication on all of the Notes that may be issued hereunder at any one time. No Note shall be entitled to any security or benefit under this Note Resolution or be valid or obligatory for any purpose unless and until such certificate of authentication has been duly executed by the Note Registrar. Such executed certificate of authentication upon any Note shall be conclusive evidence that such Note has been duly authenticated and delivered under this Note Resolution. Upon authentication, the Note Registrar shall deliver the Notes to the Bank upon instructions of the Issuer or its representative.

Section 208. Mutilated, Lost, Stolen or Destroyed Notes. If (a) any mutilated Note is surrendered to the Note Registrar or the Note Registrar receives evidence to its satisfaction of the destruction, loss or theft of any Note, and (b) there is delivered to the Issuer and the Note Registrar such security or indemnity as may be required by each of them, then, in the absence of notice to the Issuer or the Note Registrar that such Note has been acquired by a bona fide purchaser, the Issuer shall execute and, upon the Issuer's request, the Note Registrar shall authenticate and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost or stolen Note, a new Note of the same Stated Maturity and of like tenor and principal amount.

If any such mutilated, destroyed, lost or stolen Note has become or is about to become due and payable, the Issuer, in its discretion, may pay such Note instead of issuing a new Note.

Upon the issuance of any new Note under this Section, the Issuer may require the payment by the Owner of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other expenses (including the fees and expenses of the Paying Agent) connected therewith.

Every new Note issued pursuant to this Section shall constitute a replacement of the prior obligation of the Issuer, and shall be entitled to all the benefits of this Note Resolution equally and ratably with all other Outstanding Notes.

Section 209. Cancellation and Destruction of Notes Upon Payment. All Notes that have been paid or redeemed or that otherwise have been surrendered to the Paying Agent, either at or before Maturity, shall be cancelled by the Paying Agent immediately upon the payment, redemption and surrender thereof to the Paying Agent and subsequently destroyed in accordance with the customary practices of the Paying Agent. The Paying Agent shall execute a certificate in duplicate describing the Notes so cancelled and destroyed and shall file an executed counterpart of such certificate with the Issuer.

Section 210. Nonpresentment of Notes. If any Note is not presented for payment when the principal thereof becomes due at Maturity, if funds sufficient to pay such Note have been made available to the Paying Agent all liability of the Issuer to the Owner thereof for the payment of such Note shall forthwith cease, determine and be completely discharged, and thereupon it shall be the duty of the Paying Agent to hold such funds, without liability for interest thereon, for the benefit of the Owner of such Note, who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on his part under this Note Resolution or on, or with respect to, said Note. If any Note is not presented for payment within four (4) years following the date when such Note becomes due at Maturity, the Paying Agent shall repay, without liability for interest thereon, to the Issuer

the funds theretofore held by it for payment of such Note, and such Note shall, subject to the defense of any applicable statute of limitation, thereafter be an unsecured obligation of the Issuer, and the Owner thereof shall be entitled to look only to the Issuer for payment, and then only to the extent of the amount so repaid to it by the Paying Agent, and the Issuer shall not be liable for any interest thereon and shall not be regarded as a trustee of such money.

Section 211. Sale of the Notes – Note Purchase Agreement. The Mayor is hereby authorized to enter into the Note Purchase Agreement between the Issuer and the Bank in substantially the form submitted to the governing body concurrently with the adoption of this Note Resolution, with such changes therein as shall be approved by the Mayor, such officer's signature thereon being conclusive evidence of the approval thereof. Pursuant to the Note Purchase Agreement, the Issuer agrees to sell the Notes to the Bank for the Purchase Price, upon the terms and conditions set forth therein.

ARTICLE III

REDEMPTION OF NOTES

Section 301. Redemption by Issuer. At the option of the Issuer, the Notes will be subject to redemption and payment prior to maturity as a whole or in part (selection of the amount of Notes to be redeemed to be determined by the Issuer in such equitable manner as it may determine) at any time, at the redemption price of 100% (expressed as a percentage of the principal amount), plus accrued interest thereon to the Redemption Date.

Section 302. Selection of Notes to be Redeemed. Notes shall be redeemed only in an Authorized Denomination. When less than all of the Notes are to be redeemed and paid prior to their Stated Maturity, such Notes shall be redeemed in such manner as the Issuer shall determine. Notes of less than a full Stated Maturity shall be selected by the Note Registrar in a minimum Authorized Denomination of principal amount in such equitable manner as the Note Registrar may determine.

In the case of a partial redemption of Notes by lot when Notes of denominations greater than a minimum Authorized Denomination are then Outstanding, then for all purposes in connection with such redemption each minimum Authorized Denomination of face value shall be treated as though it were a separate Note of the denomination of a minimum Authorized Denomination. If it is determined that one or more, but not all, of a minimum Authorized Denomination of face value represented by any Note is selected for redemption, then upon notice of intention to redeem a minimum Authorized Denomination, the Owner or the Owner's duly authorized agent shall forthwith present and surrender such Note to the Note Registrar: (1) for payment of the Redemption Price and interest to the Redemption Date of a minimum Authorized Denomination of face value called for redemption, and (2) for exchange, without charge to the Owner thereof, for a new Note or Notes of the aggregate principal amount of the unredeemed portion of the principal amount of such Note. If the Owner of any such Note fails to present such Note to the Paying Agent for payment and exchange as aforesaid, such Note shall, nevertheless, become due and payable on the redemption date to the extent of a minimum Authorized Denomination of face value called for redemption (and to that extent only).

Section 303. Notice and Effect of Call for Redemption.

In the event the Issuer desires to call the Notes for redemption prior to maturity, written notice of such intent shall be provided to the Note Registrar in accordance with K.S.A. 10-129, as amended, not less than 45 days prior to the Redemption Date. The Note Registrar shall call Notes for redemption and payment and shall give notice of such redemption as herein provided upon receipt by the Note Registrar at least 45 days prior to the Redemption Date of written instructions of the Issuer specifying the principal amount, Redemption Date and Redemption Prices of the Notes to be called for redemption. The Paying Agent may in its discretion waive such notice period so long as the notice requirements set forth in this Section are met.

Unless waived by any Owner of Notes to be redeemed, if the Issuer shall call any Notes for redemption and payment prior to the Stated Maturity thereof, the Issuer shall give written notice of its intention to call and pay said Notes to the Note Registrar, the State Treasurer and the Bank. In addition, the Issuer shall cause the Note Registrar to give written notice of redemption to the Owners of said Notes. Each of said written notices shall be deposited in the United States first class mail not less than 10 days prior to the Redemption Date.

All official notices of redemption shall be dated and shall contain the following information:

(a) the Redemption Date;

(b) the Redemption Price;

(c) if less than all Outstanding Notes are to be redeemed, the identification (and, in the case of partial redemption of any Notes, the respective principal amounts) of the Notes to be redeemed;

(d) a statement that on the Redemption Date the Redemption Price will become due and payable upon each such Note or portion thereof called for redemption and that interest thereon shall cease to accrue from and after the Redemption Date; and

(e) the place where such Notes are to be surrendered for payment of the Redemption Price, which shall be the principal office of the Paying Agent.

The failure of any Owner to receive notice given as heretofore provided or an immaterial defect therein shall not invalidate any redemption.

Prior to any Redemption Date, the Issuer shall deposit with the Paying Agent an amount of money sufficient to pay the Redemption Price of all the Notes or portions of Notes that are to be redeemed on such Redemption Date.

Official notice of redemption having been given as aforesaid, the Notes or portions of Notes to be redeemed shall become due and payable on the Redemption Date, at the Redemption Price therein specified, and from and after the Redemption Date (unless the Issuer defaults in the payment of the Redemption Price) such Notes or portion of Notes shall cease to bear interest. Upon surrender of such Notes for redemption in accordance with such notice, the Redemption Price of such Notes shall be paid by the Paying Agent. Installments of interest due on or prior to the Redemption Date shall be payable as herein provided for payment of interest. Upon surrender for any partial redemption of any Note, there shall be prepared for the Owner a new Note or Notes of the same Stated Maturity in the amount of the unpaid principal as provided herein. All Notes that have been surrendered for redemption shall be cancelled and destroyed by the Paying Agent as provided herein and shall not be reissued.

In addition to the foregoing notice, further notice may be given by the Issuer or the Note Registrar on behalf of the Issuer as set out below, but no defect in said further notice nor any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if official notice thereof is given as above prescribed:

(a) Each further notice of redemption given hereunder shall contain the information required above for an official notice of redemption plus (1) the identification numbers, if any, of all Notes being redeemed; (2) the date of issue of the Notes as originally issued; (3) the rate of interest borne by each Note being redeemed; (4) the maturity date of each Note being redeemed; and (5) any other descriptive information needed to identify accurately the Notes being redeemed.

(b) Each further notice of redemption shall be sent at least one day before the mailing of notice to Owners by first class, registered or certified mail or overnight delivery, as determined by the Note Registrar, to all registered securities depositories then in the business of holding substantial amounts of obligations of types comprising the Notes and to one or more national information services that disseminate notices of redemption of obligations such as the Notes.

(c) Each check or other transfer of funds issued for the payment of the Redemption Price of Notes being redeemed shall bear or have enclosed the identification number, if any, of the Notes being redeemed with the proceeds of such check or other transfer.

The Paying Agent is also directed to comply with any mandatory standards then in effect for processing redemptions of municipal securities established by the State or the Securities and Exchange Commission. Failure to comply with such standards shall not affect or invalidate the redemption of any Note.

ARTICLE IV

SECURITY FOR NOTES

Section 401. Security for the Notes. The Notes shall be general obligations of the Issuer payable as to both principal and interest from general obligation bonds of the Issuer and, if not so paid, from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the Issuer. The full faith, credit and resources of the Issuer are hereby irrevocably pledged for the prompt payment of the principal of and interest on the Notes as the same become due.

Section 402. Levy and Collection of Annual Tax. The governing body of the Issuer shall annually make provision for the payment of principal of, premium, if any, and interest on the Notes as the same become due, if necessary, by levying and collecting the necessary taxes upon all of the taxable tangible property within the Issuer in the manner provided by law.

The taxes referred to above shall be extended upon the tax rolls and shall be levied and collected at the same time and in the same manner as the other ad valorem taxes of the Issuer are levied and collected. The proceeds derived from said taxes shall be deposited in the Bond and Interest Fund, shall be kept separate and apart from all other funds of the Issuer, shall thereafter be deposited in the Debt Service Account and shall be used solely for the payment of the principal of and interest on the Notes as and when the same become due, and the fees and expenses of the Paying Agent.

If at any time said taxes are not collected in time to pay the principal of or interest on the Notes when due, the Treasurer is hereby authorized and directed to pay said principal or interest out of the general funds of the Issuer and to reimburse said general funds for money so expended when said taxes are collected.

ARTICLE V

ESTABLISHMENT OF FUNDS AND ACCOUNTS DEPOSIT AND APPLICATION OF NOTE PROCEEDS

Section 501. Creation of Funds and Accounts. Simultaneously with the issuance of the Notes, there shall be created within the Treasury of the Issuer the following funds and accounts:

(a) Improvement Fund for General Obligation Temporary Notes, Series 2022-A;

(b) Debt Service Account for General Obligation Temporary Notes, Series 2022-A; and

(c) Rebate Fund for General Obligation Temporary Notes, Series 2022-A.

The Funds and Accounts established herein shall be administered in accordance with the provisions of this Note Resolution so long as the Notes are Outstanding.

Section 502. Deposit of Note Proceeds and Other Moneys. The net proceeds received from the sale of the Notes and certain other funds shall be deposited simultaneously with the delivery of the Notes as follows:

(a) All accrued interest received from the sale of the Notes shall be deposited in the Debt Service Account.

(b) The remaining balance of the proceeds derived from the sale of the Notes, together with certain other funds of the Issuer in an aggregate amount sufficient to retire the Existing Notes, shall be deposited in the Improvement Fund.

Section 503. Application of Moneys in the Improvement Fund. Moneys in the Improvement Fund shall be used for the sole purpose of: (a) retiring the Existing Notes; (b) paying Costs of Issuance; and (c) transferring any amounts to the Rebate Fund required by this ***Article V***. Upon completion of the Improvements, any surplus remaining in the Improvement Fund shall be deposited in the Debt Service Account.

Section 504. Substitution of Improvements; Reallocation of Proceeds.

(a) The Issuer may elect for any reason to substitute or add other public improvements to be financed with proceeds of the Notes provided the following conditions are met: (1) the Substitute Improvement and the issuance of general obligation bonds to pay the cost of the Substitute Improvement has been duly authorized by the governing body of the Issuer in accordance with the laws of the State; (2) a resolution authorizing the use of the proceeds of the Notes to pay the Financeable Costs of the Substitute Improvement has been duly adopted by the governing body of the Issuer pursuant to this Section; (3) the Attorney General of the State has approved the amendment made by such resolution to the transcript of proceedings for the Notes to include the Substitute Improvements; and (4) the use of the proceeds of the Notes to pay the Financeable Cost of the Substitute Improvement will not adversely affect the tax-exempt

status of the Notes under State or federal law.

(b) The Issuer may reallocate expenditure of Note proceeds among all Improvements financed by the Notes; provided the following conditions are met: (1) the reallocation is approved by the governing body of the Issuer; (2) the reallocation shall not cause the proceeds of the Notes allocated to any Improvement to exceed the Financeable Costs of the Improvement; and (3) the reallocation will not adversely affect the tax-exempt status of the Notes under State or federal law.

Section 505. Application of Moneys in Debt Service Account. All amounts paid and credited to the Debt Service Account shall be expended and used by the Issuer for the sole purpose of paying the principal or Redemption Price of and interest on the Notes as and when the same become due and the usual and customary fees and expenses of the Note Registrar and Paying Agent. The Treasurer is authorized and directed to withdraw from the Debt Service Account sums sufficient to pay both principal or Redemption Price of and interest on the Notes and the fees and expenses of the Note Registrar and Paying Agent as and when the same become due, and to forward such sums to the Paying Agent, if other than the Issuer, in a manner which ensures that the Paying Agent will receive immediately available funds in such amounts on or before the Business Day immediately preceding the dates when such principal, interest and fees of the Note Registrar and Paying Agent will become due. If, through the lapse of time or otherwise, the Owners of Notes are no longer entitled to enforce payment of the Notes or the interest thereon, the Paying Agent shall return said funds to the Issuer. All moneys deposited with the Paying Agent shall be deemed to be deposited in accordance with and subject to all of the provisions contained in this Note Resolution and shall be held in trust by the Paying Agent for the benefit of the Owners of the Notes entitled to payment from such moneys.

Any moneys or investments remaining in the Debt Service Account after the retirement of the indebtedness for which the Notes were issued shall be transferred and paid into the Bond and Interest Fund.

Section 506. Application of Moneys in the Rebate Fund.

(a) There shall be deposited in the Rebate Fund such amounts as are required to be deposited therein pursuant to the Federal Tax Certificate. All money at any time deposited in the Rebate Fund shall be held in trust, to the extent required to satisfy the Rebate Amount (as defined in the Federal Tax Certificate), for payment to the United States of America, and neither the Issuer nor the Owner of any Notes shall have any rights in or claim to such money. All amounts deposited into or on deposit in the Rebate Fund shall be governed by this Section and the Federal Tax Certificate.

(b) The Issuer shall periodically determine the arbitrage rebate, if any, under Code § 148(f) of the Code in accordance with the Federal Tax Certificate, and the Issuer shall make payments to the United States of America at the times and in the amounts determined under the Federal Tax Certificate. Any moneys remaining in the Rebate Fund after redemption and payment of all of the Notes and payment and satisfaction of any Rebate Amount, or provision made therefor, shall be deposited into the Bond and Interest Fund.

(c) Notwithstanding any other provision of this Note Resolution, including in particular ***Article VII*** hereof, the obligation to pay arbitrage rebate to the United States of America and to comply with all other requirements of this Section and the Federal Tax Certificate shall survive the defeasance or payment in full of the Notes.

Section 507. Deposits and Investment of Moneys. Moneys in each of the Funds and Accounts shall be deposited in accordance with laws of the State, in a bank, savings and loan association or savings bank organized under the laws of the State, any other state or the United States: (a) which has a main or

branch office located in the Issuer; or (b) if no such entity has a main or branch office located in the Issuer, with such an entity that has a main or branch office located in the county or counties in which the Issuer is located. All such depositaries shall be members of the Federal Deposit Insurance Corporation, or otherwise as permitted by State law. All such deposits shall be invested in Permitted Investments as set forth in this Article or shall be adequately secured as provided by the laws of the State. All moneys held in the Funds and Accounts shall be kept separate and apart from all other funds of the Issuer so that there shall be no commingling with any other funds of the Issuer.

Moneys held in any Fund or Account may be invested in accordance with this Note Resolution and the Federal Tax Certificate in Permitted Investments; provided, however, that no such investment shall be made for a period extending longer than to the date when the moneys invested may be needed for the purpose for which such fund was created. All earnings on any investments held in any Fund or Account shall accrue to and become a part of such Fund or Account; provided that, during the period of construction of the Improvements, earnings on the investment of such funds may be credited to the Debt Service Account.

ARTICLE VI

DEFAULT AND REMEDIES

Section 601. Remedies. The provisions of the Note Resolution, including the covenants and agreements herein contained, shall constitute a contract between the Issuer and the Owners of the Notes. If an Event of Default occurs and shall be continuing, the Owner or Owners of not less than 10% in principal amount of the Notes at the time Outstanding shall have the right for the equal benefit and protection of all Owners of Notes similarly situated:

(a) by mandamus or other suit, action or proceedings at law or in equity to enforce the rights of such Owner or Owners against the Issuer and its officers, agents and employees, and to require and compel duties and obligations required by the provisions of the Note Resolution or by the Constitution and laws of the State;

(b) by suit, action or other proceedings in equity or at law to require the Issuer, its officers, agents and employees to account as if they were the trustees of an express trust; and

(c) by suit, action or other proceedings in equity or at law to enjoin any acts or things which may be unlawful or in violation of the rights of the Owners of the Notes.

Section 602. Limitation on Rights of Owners. The covenants and agreements of the Issuer contained herein and in the Notes shall be for the equal benefit, protection, and security of the Owners of any or all of the Notes, all of which Notes shall be of equal rank and without preference or priority of one Note over any other Note in the application of the funds herein pledged to the payment of the principal of and the interest on the Notes, or otherwise, except as to rate of interest, date of maturity and right of prior redemption as provided in this Note Resolution. No one or more Owners secured hereby shall have any right in any manner whatever by his or their action to affect, disturb or prejudice the security granted and provided for herein, or to enforce any right hereunder, except in the manner herein provided, and all proceedings at law or in equity shall be instituted, had and maintained for the equal benefit of all Outstanding Notes.

Section 603. Remedies Cumulative. No remedy conferred herein upon the Owners is intended to be exclusive of any other remedy, but each such remedy shall be cumulative and in addition to every other remedy and may be exercised without exhausting and without regard to any other remedy conferred herein. No waiver of any default or breach of duty or contract by the Owner of any Note shall extend to or affect any subsequent default or breach of duty or contract or shall impair any rights or remedies thereon. No delay or omission of any Owner

to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein. Every substantive right and every remedy conferred upon the Owners of the Notes by this Note Resolution may be enforced and exercised from time to time and as often as may be deemed expedient. If action or proceedings taken by any Owner on account of any default or to enforce any right or exercise any remedy has been discontinued or abandoned for any reason, or shall have been determined adversely to such Owner, then, and in every such case, the Issuer and the Owners of the Notes shall, subject to any determination in such action or proceeding or applicable law of the State, be restored to their former positions and rights hereunder, respectively, and all rights, remedies, powers and duties of the Owners shall continue as if no such suit, action or other proceedings had been brought or taken.

ARTICLE VII

DEFEASANCE

Section 701. Defeasance. When any or all of the Notes, redemption premium, if any, or scheduled interest payments thereon have been paid and discharged, then the requirements contained in this Note Resolution and the pledge of the Issuer's faith and credit hereunder and all other rights granted hereby shall terminate with respect to the Notes or scheduled interest payments thereon so paid and discharged. Notes, redemption premium, if any, or scheduled interest payments thereon shall be deemed to have been paid and discharged within the meaning of this Note Resolution if there has been deposited with the Paying Agent, or other commercial bank or trust company located in the State and having full trust powers, at or prior to the Stated Maturity or Redemption Date of said Notes or the interest payments thereon, in trust for and irrevocably appropriated thereto, moneys and/or Defeasance Obligations which, together with the interest to be earned on any such Defeasance Obligations, will be sufficient for the payment of the principal of or Redemption Price of said Notes and/or interest accrued to the Stated Maturity or Redemption Date, or if default in such payment has occurred on such date, then to the date of the tender of such payments. If the amount to be so deposited is based on the Redemption Price of any Notes, no such satisfaction shall occur until (a) the Issuer has elected to redeem such Notes, and (b) either notice of such redemption has been given, or the Issuer has given irrevocable instructions, or shall have provided for an escrow agent to give irrevocable instructions, to the Note Registrar to give such notice of redemption in compliance with ***Article III***. Any money and Defeasance Obligations that at any time shall be deposited with the Paying Agent or other commercial bank or trust company by or on behalf of the Issuer, for the purpose of paying and discharging any of the Notes, shall be and are hereby assigned, transferred and set over to the Paying Agent or other bank or trust company in trust for the respective Owners of the Notes, and such moneys shall be and are hereby irrevocably appropriated to the payment and discharge thereof. All money and Defeasance Obligations deposited with the Paying Agent or such bank or trust company shall be deemed to be deposited in accordance with and subject to all of the provisions of this Note Resolution.

ARTICLE VIII

TAX COVENANTS

Section 801. General Covenants. The Issuer covenants and agrees that: it will comply with (a) all applicable provisions of the Code necessary to maintain the exclusion from gross income for federal income tax purposes of the interest on the Notes; and (b) all provisions and requirements of the Federal Tax Certificate. The Mayor and Clerk are hereby authorized and directed to execute the Federal Tax Certificate in a form approved by Bond Counsel, for and on behalf of and as the act and deed of the Issuer. The Issuer will, in addition, adopt such other ordinances or resolutions and take such other actions as may be necessary to comply with the Code and with all other applicable future laws, regulations, published rulings and judicial decisions, in order to ensure that the interest on the Notes will remain excluded from federal gross income, to the extent any such actions can be taken by the Issuer.

Section 802. Survival of Covenants. The covenants contained in this Article and in the Federal Tax Certificate shall remain in full force and effect notwithstanding the defeasance of the Notes pursuant to ***Article VII*** hereof or any other provision of this Note Resolution until such time as is set forth in the Federal Tax Certificate.

ARTICLE IX

CONTINUING DISCLOSURE

Section 901. Exempt from Disclosure. The Issuer has not prepared an official statement or other offering document relating to the Notes and is relying on exemption to provide and disseminate such information contained in Section (d)(1) of the SEC Rule. In furtherance of such exemption, the Issuer certifies that: (a) the Bank has certified that the Notes are being issued in denominations of $100,000 or more; and (b) the Notes are being sold to no more than thirty-five persons, each of whom the Bank reasonably believes: (1) has the knowledge and experience in financial and business matters that it is capable of evaluating the merits and risks of the prospective investment and (2) is not purchasing for more than one account or with a view to distributing the Notes.

ARTICLE X

MISCELLANEOUS PROVISIONS

Section 1001. Annual Audit. Annually, promptly after the end of the Fiscal Year, the Issuer will cause an audit to be made of the financial statements of the Issuer for the preceding Fiscal Year by an Independent Accountant. Within 30 days after the completion of each such audit, a copy thereof shall be filed in the office of the Clerk. Such audit shall at all times during the usual business hours be open to the examination and inspection by any taxpayer, any Owner of any of the Notes, or by anyone acting for or on behalf of such taxpayer or Owner. Upon payment of the reasonable cost of preparing and mailing the same, a copy of any annual audit will, upon request, be sent to any Owner or prospective Owner. As soon as possible after the completion of the annual audit, the governing body of the Issuer shall review such audit, and if the audit discloses that proper provision has not been made for all of the requirements of this Note Resolution, the Issuer shall promptly cure such deficiency.

Section 1002. Amendments.

The rights and duties of the Issuer and the Owners, and the terms and provisions of the Notes or of this Note Resolution, may be amended or modified at any time in any respect by resolution or ordinance of the Issuer with the written consent of the Owners of not less than a majority in principal amount of the Notes then Outstanding, such consent to be evidenced by an instrument or instruments executed by such Owners and duly acknowledged or proved in the manner of a deed to be recorded, and such instrument or instruments shall be filed with the Clerk, but no such modification or alteration shall:

(a) extend the maturity of any payment of principal or interest due upon any Note;

(b) effect a reduction in the amount which the Issuer is required to pay as principal of or interest on any Note;

(c) permit preference or priority of any Note over any other Note; or

(d) reduce the percentage in principal amount of Notes required for the written consent to any modification or alteration of the provisions of this Note Resolution.

Any provision of the Notes or of this Note Resolution may, however, be amended or modified by resolution or ordinance duly adopted by the governing body of the Issuer at any time in any legal respect with the written consent of the Owners of all of the Notes at the time Outstanding.

Without notice to or the consent of any Owners, the Issuer may amend or supplement this Note Resolution for the purpose of curing any formal defect, omission, inconsistency or ambiguity herein, to grant to or confer upon the Owners any additional rights, remedies, powers or authority that may lawfully be granted to or conferred upon the Owners, to more precisely identify the Improvements, to reallocate proceeds of the Notes among Improvements, to provide for Substitute Improvements, to conform this Note Resolution to the Code or future applicable federal law concerning tax-exempt obligations, or in connection with any other change therein which is not materially adverse to the interests of the Owners.

Every amendment or modification of the provisions of the Notes or of this Note Resolution, to which the written consent of the Owners is given, as above provided, shall be expressed in a resolution or ordinance adopted by the governing body of the Issuer amending or supplementing the provisions of this Note Resolution and shall be deemed to be a part of this Note Resolution. A certified copy of every such amendatory or supplemental resolution or ordinance, if any, and a certified copy of this Note Resolution shall always be kept on file in the office of the Clerk, and shall be made available for inspection by the Owner of any Note or a prospective purchaser or owner of any Note authorized by this Note Resolution, and upon payment of the reasonable cost of preparing the same, a certified copy of any such amendatory or supplemental resolution or ordinance or of this Note Resolution will be sent by the Clerk to any such Owner or prospective Owner.

Any and all modifications made in the manner hereinabove provided shall not become effective until there has been filed with the Clerk a copy of the resolution or ordinance of the Issuer hereinabove provided for, duly certified, as well as proof of any required consent to such modification by the Owners of the Notes then Outstanding. It shall not be necessary to note on any of the Outstanding Notes any reference to such amendment or modification.

The Issuer shall furnish to the Paying Agent a copy of any amendment to the Notes or this Note Resolution which affects the duties or obligations of the Paying Agent under this Note Resolution.

Section 1003. Notices, Consents and Other Instruments by Owners.

Any notice, consent, request, direction, approval or other instrument to be signed and executed by the Owners may be in any number of concurrent writings of similar tenor and may be signed or executed by such Owners in person or by agent appointed in writing. Proof of the execution of any such instrument or of the writing appointing any such agent and of the ownership of Notes, if made in the following manner, shall be sufficient for any of the purposes of this Note Resolution, and shall be conclusive in favor of the Issuer and the Paying Agent with regard to any action taken, suffered or omitted under any such instrument, namely:

(a) The fact and date of the execution by any person of any such instrument may be proved by a certificate of any officer in any jurisdiction who by law has power to take acknowledgments within such jurisdiction that the person signing such instrument acknowledged before such officer the execution thereof, or by affidavit of any witness to such execution.

(b) The fact of ownership of Notes, the amount or amounts, numbers and other identification of Notes, and the date of holding the same shall be proved by the Note Register.

In determining whether the Owners of the requisite principal amount of Notes Outstanding have given any request, demand, authorization, direction, notice, consent or waiver under this Note Resolution, Notes owned by the Issuer shall be disregarded and deemed not to be Outstanding under this Note Resolution, except that, in determining whether the Owners shall be protected in relying upon any such request, demand, authorization, direction, notice, consent or waiver, only Notes which the Owners know to be so owned shall be so disregarded. Notwithstanding the foregoing, Notes so owned which have been pledged in good faith shall not be disregarded as aforesaid if the pledgee establishes to the satisfaction of the Owners the pledgee's right so to act with respect to such Notes and that the pledgee is not the Issuer.

Section 1004. Notices. Any notice, request, complaint, demand or other communication required or desired to be given or filed under this Note Resolution shall be in writing, given to the Notice Representative at the Notice Address and shall be deemed duly given or filed if the same shall be: (a) duly mailed by registered or certified mail, postage prepaid; or (b) communicated via fax, with electronic or telephonic confirmation of receipt. Copies of such notices shall also be given to the Paying Agent. The Issuer, the Paying Agent and the Bank may from time to time designate, by notice given hereunder to the others of such parties, such other address to which subsequent notices, certificates or other communications shall be sent.

All notices given by: (a) certified or registered mail as aforesaid shall be deemed duly given as of the date they are so mailed; (b) fax as aforesaid shall be deemed duly given as of the date of confirmation of receipt. If, because of the temporary or permanent suspension of regular mail service or for any other reason, it is impossible or impractical to mail any notice in the manner herein provided, then such other form of notice as shall be made with the approval of the Paying Agent shall constitute a sufficient notice.

Section 1005. Electronic Transactions. The transactions described in this Note Resolution may be conducted, and documents related to the Notes may be sent, received, executed, and stored, by electronic means or transmissions. Copies, telecopies, electronic files and other reproductions of original executed documents (or documents executed by electronic means or transmissions) shall be deemed to be authentic and valid counterparts of such documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

Section 1006. Further Authority. The officers and officials of the Issuer, including the Mayor and Clerk, are hereby authorized and directed to execute all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Note Resolution and to make ministerial alterations, changes or additions in the foregoing agreements, statements, instruments and other documents herein approved, authorized and confirmed which they may approve, and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

Section 1007. Severability. If any section or other part of this Note Resolution, whether large or small, is for any reason held invalid, the invalidity thereof shall not affect the validity of the other provisions of this Note Resolution.

Section 1008. Governing Law. This Note Resolution shall be governed exclusively by and construed in accordance with the applicable laws of the State.

Section 1009. Effective Date. This Note Resolution shall take effect and be in full force from and after its adoption by the governing body of the Issuer.

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ADOPTED by the governing body of the Issuer on September 8, 2022.

(SEAL)

_____
Donald Roberts, Mayor

ATTEST:

_____
Christopher Clinton, Deputy City Clerk

APPROVED AS TO FORM ONLY:

_____
Gilmore & Bell, P.C.

EXHIBIT A
(FORM OF NOTES)

REGISTERED
NUMBER ____

REGISTERED
$

UNITED STATES OF AMERICA
STATE OF KANSAS
COUNTY OF JOHNSON
CITY OF EDGERTON
GENERAL OBLIGATION TEMPORARY NOTE
SERIES 2022-A

Interest Rate:	**Maturity Date:**	**September 1, 2024**	**Dated Date:**	**September 22, 2022**

REGISTERED OWNER:

PRINCIPAL AMOUNT:

KNOW ALL PERSONS BY THESE PRESENTS: That the City of Edgerton, in the County of Johnson, State of Kansas (the "Issuer"), for value received, hereby acknowledges itself to be indebted and promises to pay to the Registered Owner shown above, or registered assigns, but solely from the source and in the manner herein specified, the Principal Amount shown above on the Maturity Date shown above, unless called for redemption prior to said Maturity Date, and to pay interest thereon at the Interest Rate per annum shown above (computed on the basis of a 360-day year of twelve 30-day months), from the Dated Date shown above, or from the most recent date to which interest has been paid or duly provided for, payable semiannually on March 1 and September 1 of each year, commencing March 1, 2023 (the "Interest Payment Dates") until the Principal Amount has been paid.

Method and Place of Payment. The principal or redemption price of this Note shall be paid at maturity or upon earlier redemption to the person in whose name this Note is registered at the maturity or redemption date thereof, upon presentation and surrender of this Note at the principal office of the Treasurer of the State of Kansas, Topeka, Kansas (the "Paying Agent" and "Note Registrar"). The interest payable on this Note on any Interest Payment Date shall be paid to the person in whose name this Note is registered on the registration books maintained by the Note Registrar at the close of business on the Record Date(s) for such interest, which shall be the 15th day (whether or not a business day) of the calendar month next preceding the Interest Payment Date. Such interest shall be payable (a) by check or draft mailed by the Paying Agent to the address of such Registered Owner shown on the Note Register or at such other address as is furnished to the Paying Agent in writing by such Registered Owner; or (b) in the case of an interest payment to any Owner of $500,000 or more in aggregate principal amount of Notes, by electronic transfer to such Owner upon written notice given to the Note Registrar by such Registered Owner, not less than 15 days prior to the Record Date for such interest, containing the electronic transfer instructions including the bank, ABA routing number and account number to which such Registered Owner wishes to have such transfer directed. The principal or redemption price of and interest on the Notes shall be payable in any

coin or currency that, on the respective dates of payment thereof, is legal tender for the payment of public and private debts. Interest not punctually paid will be paid in the manner established in the within defined Note Resolution.

Definitions. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the hereinafter defined Note Resolution.

Authorization of Notes. This Note is one of an authorized series of Notes of the Issuer designated "General Obligation Temporary Notes, Series 2022-A," aggregating the principal amount of $973,000 (the "Notes") issued for the purposes set forth in the Resolution of the Issuer authorizing the issuance of the Notes (the "Note Resolution"). The Notes are issued by the authority of and in full compliance with the provisions, restrictions and limitations of the Constitution and laws of the State of Kansas, including K.S.A. 10-101 to 10-125, inclusive, specifically including K.S.A. 10-123, K.S.A. 10-620 *et seq.*, and K.S.A. 12-685 *et seq.*, as amended, and all other provisions of the laws of the State of Kansas applicable thereto.

General Obligations. The Notes constitute general obligations of the Issuer payable as to both principal and interest from the proceeds of general obligation bonds of the Issuer and, if not so paid, from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the Issuer. The full faith, credit and resources of the Issuer are hereby pledged for the payment of the principal of and interest on this Note and the issue of which it is a part as the same respectively become due.

Redemption Prior to Maturity. The Notes are subject to redemption prior to maturity as set forth in the Note Resolution.

Transfer and Exchange. This Note may be transferred or exchanged, as provided in the Note Resolution, only on the Note Register kept for that purpose at the principal office of the Note Registrar, upon surrender of this Note together with a written instrument of transfer or authorization for exchange satisfactory to the Note Registrar duly executed by the Registered Owner or the Registered Owner's duly authorized agent, and thereupon a new Note or Notes in any Authorized Denomination of the same maturity and in the same aggregate principal amount shall be issued to the transferee in exchange therefor as provided in the Note Resolution and upon payment of the charges therein prescribed. A Registered Owner shall only have the authority to transfer and exchange Notes in an aggregate principal amount of $100,000 or more unless such transfer and exchange is made through a primary offering (as defined in the SEC Rule). The Issuer shall pay all costs incurred in connection with the issuance, payment and initial registration of the Notes and the cost of a reasonable supply of note blanks. The Issuer and the Paying Agent may deem and treat the person in whose name this Note is registered on the Note Register as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes. The Notes are issued in fully registered form in Authorized Denominations.

Authentication. This Note shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Note Resolution until the Certificate of Authentication and Registration hereon shall have been lawfully executed by the Note Registrar.

IT IS HEREBY DECLARED AND CERTIFIED that all acts, conditions, and things required to be done and to exist precedent to and in the issuance of this Note have been properly done and performed and do exist in due and regular form and manner as required by the Constitution and laws of the State of Kansas, and that the total indebtedness of the Issuer, including this series of notes, does not exceed any constitutional or statutory limitation.

IN WITNESS WHEREOF, the Issuer has caused this Note to be executed by the manual or facsimile signature of its Mayor and attested by the manual or facsimile signature of its Clerk, and its seal to be affixed hereto or imprinted hereon.

CITY OF EDGERTON, KANSAS

(Facsimile Seal)

By: (manual or facsimile)
Donald Roberts, Mayor

ATTEST:

By: (manual or facsimile)
Christopher Clinton, Deputy Clerk

This General Obligation Temporary Note shall not be negotiable unless and until countersigned below following registration by the Treasurer of the State of Kansas.

(Facsimile Seal)

(manual or facsimile)
Christopher Clinton, Deputy Clerk

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This Note is one of a series of General Obligation Temporary Notes, Series 2022-A, of the City of Edgerton, Kansas, described in the within-mentioned Note Resolution.

Registration Date: _____

Office of the State Treasurer,
Topeka, Kansas,
as Note Registrar and Paying Agent

By: _____

Registration Number: _____

CERTIFICATE OF CLERK

STATE OF KANSAS)
) SS.
COUNTY OF JOHNSON)

The undersigned, Deputy Clerk of the City of Edgerton, Kansas, does hereby certify that the within Note has been duly registered in the Clerk's office according to law as of September 22, 2022.

WITNESS my hand and official seal.

(Facsimile Seal) _____(facsimile)_____
Christopher Clinton, Deputy Clerk

CERTIFICATE OF STATE TREASURER

OFFICE OF THE TREASURER, STATE OF KANSAS

LYNN W. ROGERS, Treasurer of the State of Kansas, does hereby certify that a transcript of the proceedings leading up to the issuance of this Note has been filed in the office of the State Treasurer, and that this Note was registered in such office according to law on _____.

WITNESS my hand and official seal.

(Seal) By: _____
Treasurer of the State of Kansas

NOTE ASSIGNMENT

FOR VALUE RECEIVED, the undersigned do(es) hereby sell, assign and transfer to

_____
(Name and Address)

_____
(Social Security or Taxpayer Identification No.)

the Note to which this assignment is affixed in the outstanding principal amount of $_____, standing in the name of the undersigned on the books of the Note Registrar. The undersigned do(es) hereby irrevocably constitute and appoint _____ as agent to transfer said Note on the books of said Note Registrar with full power of substitution in the premises.

Dated _____

_____
Name

_____
Social Security or
Taxpayer Identification No.

_____
Signature (Sign here exactly as name(s)
appear on the face of Certificate)

Signature guarantee:

By _____

LEGAL OPINION

The following is a true and correct copy of the approving legal opinion of Gilmore & Bell, P.C., Bond Counsel, which was dated and issued as of the date of original issuance and delivery of such Notes:

GILMORE & BELL, P.C.
Attorneys at Law
2405 Grand Boulevard
Suite 1100
Kansas City, Missouri 64108

(PRINTED LEGAL OPINION)

Gilmore & Bell, P.C.
DRAFT: August 30, 2022

NOTE PURCHASE AGREEMENT

BETWEEN

CITY OF EDGERTON, KANSAS

AND

THE CENTRAL TRUST BANK
d/b/a CENTRAL BANK OF THE MIDWEST
GARDNER, KANSAS

$973,000

GENERAL OBLIGATION TEMPORARY NOTES

SERIES 2022-A

DATED AS OF SEPTEMBER 22, 2022

$973,000
CITY OF EDGERTON, KANSAS
GENERAL OBLIGATION TEMPORARY NOTES
SERIES 2022-A

September 8, 2022

Mayor and
City Council
City of Edgerton, Kansas

NOTE PURCHASE AGREEMENT

On the basis of the representations, warranties and covenants and upon the terms and conditions contained in this Note Purchase Agreement, The Central Trust Bank d/b/a Central Bank of the Midwest, Gardner, Kansas (the "Bank"), hereby offers to purchase all (but not less than all) of the above-described notes (the "Notes"), to be issued by the City of Edgerton, Kansas (the "City"), under and pursuant to a Resolution to be adopted by the City Council of the City (the "Governing Body") on September 8, 2022 (the "Note Resolution"). All capitalized terms not specifically defined herein shall have the same meaning as defined in the Note Resolution, unless some other meaning is plainly indicated.

This offer is made subject to acceptance of this Note Purchase Agreement by or on behalf of the Governing Body on or before 11:59 p.m., applicable Central time, on September 8, 2022.

SECTION 1. PURCHASE, SALE AND DELIVERY OF THE NOTES

(a) On the basis of the representations, warranties and covenants contained herein and in the other agreements and documents referred to herein, and subject to the terms and conditions herein set forth, the Bank agrees to purchase from the City and the City agrees to sell to the Bank the Notes not later than 12:00 Noon, applicable Central time on September 22, 2022, or such other place, time or date as shall be mutually agreed upon by the City and the Bank at the purchase price set forth on ***Exhibit A*** attached hereto, without accrued interest (the "Purchase Price"). The date of such delivery and payment is herein called the "Closing Date," the hour and date of such delivery and payment is herein called the "Closing Time" and the transactions to be accomplished for delivery of the Notes on the Closing Date shall be herein called the "Closing." The Notes shall be issued under and secured as provided in the Note Resolution and the Notes shall have the maturities and interest rates as set forth therein and on ***Exhibit A*** attached hereto, which also contains a summary of the redemption provisions of the Notes. The Notes shall contain such other provisions as are described in the Note Resolution.

(b) The City acknowledges and agrees that: (1) the purchase and sale of the Notes pursuant to this Note Purchase Agreement is an arm's-length commercial transaction between the City and the Bank; (2) in connection with such transaction, the Bank is acting solely as a principal and not as an agent or a fiduciary of the City; (3) the Bank has not assumed (individually or collectively) a fiduciary responsibility in favor of the City with respect to the offering of the Notes or the process leading thereto (whether or not the Bank, or any affiliate of the Bank, has advised or is currently advising the City on other matters) or any other obligation to the City except with respect to the obligations expressly set forth in this Note Purchase Agreement; and (4) the City has consulted with its own legal and financial advisors to the extent it deemed appropriate in connection with the offering of the Notes.

(c) Payment of the Purchase Price for the Notes shall be made by federal wire transfer or certified or official bank check or draft in immediately available federal funds, payable to the order of a financial institution to be designated by the City for the account of the City on or before the Closing Time on the Closing Date. Upon such payment, the Notes shall be delivered and released upon the instructions of the Bank.

(d) The delivery of the Notes shall be made in definitive form, as fully registered Notes (in such denominations as the Bank shall specify in writing at least 48 hours prior to the Closing Time) duly executed and authenticated; provided, however, that the Notes may be delivered in temporary form. The Notes shall be available for examination and packaging by the Bank at least 24 hours prior to the Closing Time.

SECTION 2. ESTABLISHMENT OF ISSUE PRICE

The Bank agrees to assist the City in establishing the issue price of the Notes and shall execute and deliver to the City at the Closing Time an "issue price" or similar certificate to accurately reflect, as applicable, the sales price of the Notes, in substantially the form attached hereto as ***Exhibit C***. The Bank is not acting as an Underwriter with respect to the Notes. The Bank has no present intention to sell, reoffer, or otherwise dispose of the Notes (or any portion of the Notes or any interest in the Notes). The Bank has not contracted with any person pursuant to a written agreement to have such person participate in the initial sale of the Notes, and the Bank has not agreed with the City pursuant to a written agreement to sell the Notes to persons other than the Bank or a related party to the Bank. The term "Related Party" is defined in U.S. Treasury Regulation § 1.150-1(b) which generally provides that the term related party means any two or more persons who have a greater than 50 percent common ownership, directly or indirectly. The term "Underwriter" means (A) any person that agrees pursuant to a written contract with the City (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Notes to the Public, and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) of this paragraph to participate in the initial sale of the Notes to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Notes to the Public).

SECTION 3. NO OFFICIAL STATEMENT

No official statement or other offering document has been prepared in connection with the sale of the Notes.

SECTION 4. REPRESENTATIONS, WARRANTIES, COVENANTS AND AGREEMENTS OF THE BANK

By the execution hereof the Bank hereby represents, warrants and agrees with the City that as of the date hereof and at the Closing Time:

(a) The Bank is a state chartered bank organized and existing under the laws of the state of Missouri, with certain of its corporate offices located in Gardner, Kansas, and, pursuant to all necessary corporate action, is authorized to purchase the Notes and to execute and perform its obligations under this Note Purchase Agreement.

(b) The Bank is knowledgeable and experienced in financial and business matters and is capable of evaluating investment merit and risks associated with its purchase of the Notes. The Bank has been furnished and has reviewed the provisions of the Note Resolution relating to the authorization of and security for payment of the Notes. Prior to the execution hereof, the Bank also obtained and examined such

financial records and information necessary in order to enable itself to fully evaluate the terms and provisions of the Notes and of the Note Resolution authorizing their issuance and providing for the payment thereof and the financial and investment merits and risks associated with the purchase of the Notes. On the basis of such information materials and the Bank's investigation and certain representations of the City set forth herein, the Bank has made the decision to purchase the Notes.

(c) The Bank is purchasing the Notes for its own account and not with a view to the sale, redistribution or other disposition thereof in the ordinary course of business in a transaction not amounting to a public offering as contemplated by Section 4(2) of the Securities Act of 1933, as amended (the "1933 Act"). The Bank acknowledges that the Notes will not be registered under the 1933 Act or any applicable state securities law, and that the Notes will only be transferable as set forth in the Note Resolution.

SECTION 5. CITY'S REPRESENTATIONS AND WARRANTIES

By the City's acceptance hereof the City hereby represents and warrants to, and agrees with, the Bank that as of the date hereof and at the Closing Time:

(a) The City is a municipal corporation duly organized under the laws of the State of Kansas (the "State").

(b) The City has complied with all provisions of the Constitution and laws of the State and has full power and authority to consummate all transactions contemplated by the Note Resolution and this Note Purchase Agreement, and all other agreements relating thereto.

(c) The City has duly authorized by all necessary action to be taken by the City: (1) the adoption and performance of the Note Resolution; (2) the execution, delivery and performance of this Note Purchase Agreement; (3) the execution and performance of any and all such other agreements and documents as may be required to be executed, delivered and performed by the City in order to carry out, give effect to and consummate the transactions contemplated by the Note Resolution and this Note Purchase Agreement; and (4) the carrying out, giving effect to and consummation of the transactions contemplated by the Note Resolution and this Note Purchase Agreement. Executed counterparts of the Note Resolution and all such other agreements and documents specified herein will be made available to the Bank by the City at the Closing Time.

(d) The Note Resolution and this Note Purchase Agreement, when executed and delivered by the City, will be the legal, valid and binding obligations of the City enforceable in accordance with their terms, except to the extent that enforcement thereof may be limited by any applicable bankruptcy, reorganization, insolvency, moratorium or other law or laws affecting the enforcement of creditors' rights generally or against entities such as the City and further subject to the availability of equitable remedies.

(e) The Notes have been duly authorized by the City, and when issued, delivered and paid for as provided for herein and in the Note Resolution, will have been duly executed, authenticated, issued and delivered and will constitute valid and binding general obligations of the City enforceable in accordance with their terms and entitled to the benefits and security of the Note Resolution (subject to any applicable bankruptcy, reorganization, insolvency, moratorium or other law or laws affecting the enforcement of creditors' rights generally or against entities such as the City and further subject to the availability of equitable remedies). The Notes are general obligations of the City, payable as to both principal and interest, if necessary, from the issuance of the City's general obligation or ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the City.

(f) The execution and delivery of the Note Resolution, this Note Purchase Agreement, the Notes and compliance with the provisions thereof, will not conflict with or constitute on the part of the City a violation or breach of, or a default under, any existing law, regulation, court or administrative decree or order, or any agreement, ordinance, resolution, mortgage, lease or other instrument to which it is subject or by which it is or may be bound.

(g) The City is not, or with the giving of notice or lapse of time or both would not be, in violation of or in default under its organizational documents or any indenture, mortgage, deed of trust, loan agreement, notes or other agreement or instrument to which the City is a party or by which it is or may be bound, except for violations and defaults which individually and in the aggregate are not material to the City and will not be material to the beneficial owners of the Notes. As of the Closing Time, no event will have occurred and be continuing which with the lapse of time or the giving of notice, or both, would constitute an event of default under the Note Resolution or the Notes.

(h) The financial statements of the City presented to the Bank, except as noted therein, present fairly and accurately the financial condition of the City as of the dates indicated and the results of its operations for the periods specified, and such financial statements are prepared in conformity with the *Kansas Municipal Audit and Accounting Guide* consistently applied in all material respects for the periods involved. The City has not, since the date of such financial statements, incurred any material liabilities and there has been no material adverse change in the condition of the City, financial or otherwise, other than as set forth in such financial statements.

Any certificate signed by any of the authorized officials of the City and delivered to the Bank in connection with the Closing shall be deemed a representation and warranty by the City to the Bank as to the statements made therein.

SECTION 6. COVENANTS AND AGREEMENTS OF THE CITY

The City covenants and agrees with the Bank for the time period specified, and if no period is specified, for so long as any of the Notes remain Outstanding, as follows:

(a) The proceeds of the Notes will be used as provided in the Note Resolution in accordance with the laws of the State.

(b) The proceeds of the Notes shall not be used in a manner which would jeopardize the excludability of interest on the Notes from gross income for federal income tax purposes.

SECTION 7. CONDITIONS TO THE BANK'S OBLIGATIONS

The Bank's obligations hereunder shall be subject to the due performance by the City of the City's obligations and agreements to be performed hereunder at or prior to the Closing Time and to the accuracy of and compliance with the City's representations and warranties contained herein, as of the date hereof and as of the Closing Time, and are also subject to the following conditions:

(a) The Note Resolution and the Notes shall have been duly authorized, executed and delivered in the form heretofore approved by the Bank with only such changes therein as shall be mutually agreed upon by the City and the Bank.

(b) At the Closing Time, the Bank shall receive:

(1) An opinion dated as of the Closing Date of Gilmore & Bell, P.C. ("Bond Counsel"), substantially in the form attached hereto as ***Exhibit B***.

(2) A certificate of the City, satisfactory in form and substance to the Bank, dated as of the Closing Date, to the effect that: (A) there is no action, suit, proceeding or, to the knowledge of the City, any inquiry or investigation at law or in equity or before or by any public board or body pending or, to the knowledge of the City, threatened against or affecting the City, its officers or its property or, to the best of the knowledge of the City, any basis therefor, wherein an unfavorable decision, ruling or finding would adversely affect the City, the transactions contemplated hereby or by the Note Resolution, the validity or enforceability of the Notes or the Note Purchase Agreement, or the levy and collection of ad valorem taxation in amounts necessary to provide for payment of the principal of and interest on the Notes which are not disclosed herein or in such financial statements; (B) the City has duly authorized, by all necessary action, the execution, delivery and due performance by the City of this Note Purchase Agreement; and (C) the representations and warranties of the City set forth in this Note Purchase Agreement were accurate and complete as of the date hereof and are accurate and complete as of the Closing Time.

(3) Such additional certificates, legal and other documents, listed on a closing agenda to be approved by Bond Counsel and counsel to the Purchaser, as the Purchaser may reasonably request to evidence performance or compliance with the provisions hereof and the transactions contemplated hereby and by the Note Resolution, or as Bond Counsel shall require in order to render its opinion, all such certificates and other documents to be satisfactory in form and substance to the Purchaser.

Subsequent to Closing, the Bank shall receive a complete Transcript of the Proceedings relating to the issuance of the Notes in electronic format, which shall specifically include each of the forgoing documents.

SECTION 8. CONDITIONS TO THE CITY'S OBLIGATIONS

The obligations of the City hereunder are subject to the Bank's performance of its obligations hereunder.

SECTION 9. THE BANK'S RIGHT TO CANCEL

The Bank shall have the right to cancel the obligation hereunder to purchase the Notes (such cancellation shall not constitute a default for purposes of ***Section 1*** hereof) by notifying the City in writing or by facsimile of its election to make such cancellation prior to the Closing Time, if at any time after the execution of this Note Purchase Agreement and prior to the Closing Time, the market price or marketability of the Notes, or the ability of the Bank to enforce contracts for the sale of the Notes, shall be materially adversely affected by any of the following events:

(a) A committee of the House of Representatives or the Senate of the Congress of the United States shall have pending before it legislation which, if enacted in its form as introduced or as amended, would have the purpose or effect of imposing federal income taxation upon revenues or other income of the general character to be derived by the City or by any similar body or upon interest received on obligations of the general character of the Notes, or the Notes.

(b) A tentative decision with respect to legislation shall be reached by a committee of the House of Representatives or the Senate of the Congress of the United States, or legislation shall be favorably reported by such a committee or be introduced, by amendment or otherwise, in or be passed by the House

of Representatives or the Senate, or be recommended to the Congress of the United States for passage by the President of the United States, or be enacted by the Congress of the United States, or a decision by a court established under Article III of the Constitution of the United States or the Tax Court of the United States shall be rendered, or a ruling, regulation or order of the Treasury Department of the United States or the IRS shall be made or proposed having the purpose or effect of imposing federal income taxation, or any other event shall have occurred which results in the imposition of federal income taxation, upon revenues or other income of the general character to be derived by the City or by any similar body or upon interest received on obligations of the general character of the Notes, or the Notes.

(c) Any legislation, ordinance, rule or regulation shall be introduced in or be enacted by the Legislature of the State or by any other governmental body, department or agency of the State, or a decision by any court of competent jurisdiction within the State shall be rendered, or litigation challenging the law under which the Notes are to be issued shall be filed in any court in the State.

(d) A stop order, ruling, regulation or official statement by, or on behalf of, the Securities and Exchange Commission (the "SEC") or any other governmental agency having jurisdiction of the subject matter shall be issued or made to the effect that the issuance, offering or sale of obligations of the general character of the Notes, or the issuance, offering or sale of the Notes, including all underlying obligations, as contemplated hereby, is in violation or would be in violation of any provision of the 1933 Act, the Securities Exchange Act of 1934, as amended (the "1934 Act") or the Trust Indenture Act of 1939, as amended.

(e) Legislation shall be enacted by the Congress of the United States of America, or a decision by a court of the United States of America shall be rendered, to the effect that obligations of the general character of the Notes, or the Notes, including all the underlying obligations, are not exempt from registration under or from other requirements of the 1933 Act or the 1934 Act.

(f) A material disruption in securities settlement, payment or clearance services affecting the Notes shall have occurred.

(g) The New York Stock Exchange or any other national securities exchange, or any governmental authority, shall impose, as to the Notes or obligations of the general character of the Notes, any material restrictions not now in force, or increase materially those now in force, with respect to the extension of credit by, or the charge to the net capital requirements of, the Bank.

(h) Any general banking moratorium shall have been established by federal, New York or Kansas authorities.

(i) Any proceeding shall be pending or threatened by the SEC against the City.

SECTION 10. PAYMENT OF EXPENSES

(a) Whether or not the Notes are sold by the City to the Bank (unless such sale be prevented at the Closing Time by the Bank's default), the Bank, unless otherwise contracted for, shall be under no obligation to pay any expenses incident to the performance of the obligations of the City hereunder; nor shall the City, unless otherwise contracted for, be under any obligation to pay any expenses incident to the performance of the obligations of the Bank hereunder (unless such sale be prevented at the Closing Time by the City's default).

(b) If the Notes are sold by the City to the Bank, except as hereinafter set forth, all expenses and costs to effect the authorization, preparation, issuance, delivery and sale of the Notes shall be paid by

the City out of the proceeds of the Notes or other City funds. Such expenses and costs shall include, but not be limited to: (1) the fees and disbursements of Bond Counsel; (2) the fees and disbursements of the City's legal counsel; (3) the fees and disbursements of the City's financial advisor and other consultants; (4) the expenses and costs for the preparation, printing, photocopying, execution and delivery of the Notes, this Note Purchase Agreement and all other agreements and documents contemplated hereby; (5) fees of the Note Registrar and Paying Agent designated by the City pursuant to the Note Resolution; (6) all costs and expenses of the City relating to the issuance of the Notes; and (7) Bank counsel fees not to exceed $1,500 and a Bank origination fee of $500.

SECTION 11. NOTICE

Any notice or other communication to be given under this Note Purchase Agreement may be given in the manner set forth in the Note Resolution, as follows:

(a) If to the City at: City of Edgerton, Kansas, P.O. Box 255, Edgerton, Kansas 66021, Attention: Karen Kindle, Finance Director.

(b) If to the Bank at: The Central Trust Bank d/b/a/ Central Bank of the Midwest, 109 E. Main, Gardner, Kansas 66030, Attention: Mary Nelson, Gardner Area Market President.

SECTION 12. MISCELLANEOUS

(a) This Note Purchase Agreement shall be binding upon the Bank, the City, and their respective successors. This Note Purchase Agreement and the terms and provisions hereof are for the sole benefit of only those persons, except that the representations, warranties, indemnities and agreements of the City contained in this Note Purchase Agreement shall also be deemed to be for the benefit of the person or persons, if any, who control the Bank (within the meaning of Section 15 of the 1933 Act or Section 20 of the 1934 Act). Nothing in this Note Purchase Agreement is intended or shall be construed to give any person, other than the persons referred to in this Paragraph, any legal or equitable right, remedy or claim under or in respect of this Note Purchase Agreement or any provision contained herein. All of the representations, warranties and agreements of the City contained herein shall remain in full force and effect, regardless of: (1) any investigation made by or on behalf of the Bank, (2) delivery of and payment for the Notes of (3) any termination of this Note Purchase Agreement.

(b) For purposes of this Note Purchase Agreement, "business day" means a day other than a Saturday, Sunday or holiday on which the Paying Agent is scheduled in the normal course of its operations to be open to the public for conduct of its operations.

(c) This Note Purchase Agreement shall be governed by and construed in accordance with the laws of the State.

(d) This Note Purchase Agreement may be executed in one or more counterparts, and if executed in more than one counterpart, the executed counterparts shall together constitute a single instrument.

(e) This Note Purchase Agreement may not be assigned by either party without the express written consent of the other party.

SECTION 13. ELECTRONIC TRANSACTIONS

The transactions described herein may be conducted and documents may be sent, received and stored by electronic means. All closing documents, certificates, and related instruments may be executed by electronic transmission. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents (or documents executed by electronic transmission) shall be deemed to be authentic and valid counterparts of such documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

SECTION 14. EFFECTIVE DATE

This Note Purchase Agreement shall become effective upon acceptance hereof by the City.

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Upon your acceptance of the offer, this Note Purchase Agreement will be binding upon the City and the Bank. Please acknowledge your agreement with the foregoing by executing the enclosed copy of this Note Purchase Agreement and returning it to the undersigned.

THE CENTRAL TRUST BANK
d/b/a/ CENTRAL BANK OF THE MIDWEST
GARDNER, KANSAS
as the Bank

Date: _____ __, 2022
Time: ____:____ __.m.

By: _____
Name: _____
Title: _____

Accepted and agreed to as of
the date first above written.

CITY OF EDGERTON, KANSAS

Date: _____, 2022
Time: ____:____ __.m.

By: _____
Donald Roberts, Mayor

ATTEST: (Seal)

By: _____
Christopher Clinton, Deputy City Clerk

APPROVED AS TO FORM:

By: _____
Lee Hendricks, City Attorney

EXHIBIT A

$973,000
CITY OF EDGERTON, KANSAS
GENERAL OBLIGATION TEMPORARY NOTES
SERIES 2022-A

CALCULATION OF PURCHASE PRICE

Principal Amount	$973,000

MATURITY SCHEDULE

Stated Maturity September 1	Principal Amount	Annual Rate Of Interest	Price
2024	$973,000	3.34%	100%

REDEMPTION OF NOTES

Redemption of Notes by City.

At the option of the City, the Notes will be subject to redemption and payment prior to maturity as a whole or in part (selection of the amount of Notes to be redeemed to be determined by the City in such equitable manner as it may determine) at any time, at the redemption price of 100% (expressed as a percentage of the principal amount), plus accrued interest to the date of redemption; provided, the City must provide at least 10 days' notice to the Bank prior to such redemption.

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EXHIBIT B

FORM OF BOND COUNSEL OPINION

September 22, 2022

Governing Body
City of Edgerton, Kansas

The Central Trust Bank
d/b/a/ Central Bank of the Midwest
Gardner, Kansas

Re: $973,000 General Obligation Temporary Notes, Series 2022-A, of the City of Edgerton, Kansas, Dated September 22, 2022

We have acted as Bond Counsel in connection with the issuance by the City of Edgerton, Kansas (the "City"), of the above-captioned notes (the "Notes"). In this capacity, we have examined the law and the certified proceedings, certifications and other documents that we deem necessary to render this opinion. Capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the resolution adopted by the Governing Body authorizing the issuance and prescribing the details of the Notes.

Regarding questions of fact material to our opinion, we have relied on the certified proceedings and other certifications of public officials and others furnished to us without undertaking to verify them by independent investigation.

Based upon the foregoing, we are of the opinion, under existing law, as follows:

1. The Notes have been duly authorized, executed and delivered by the City and are valid and legally binding general obligations of the City.

2. The Note Purchase Agreement has been duly authorized, executed and delivered by the City and is a valid and legally binding obligation of the City.

3. The Note Resolution has been duly authorized and is a valid and legally binding obligation of the City.

4. The Notes are payable as to both principal and interest from general obligation bonds of the Issuer and, if not so paid, from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the City. The City is required by law to include in its annual tax levy the principal and interest coming due on the Notes to the extent that necessary funds are not provided from other sources.

5. The interest on the Notes is: (a) excludable from gross income for federal income tax purposes; and (b) not an item of tax preference for purposes of the federal alternative minimum tax. The opinions set forth in this paragraph are subject to the condition that the City complies with all requirements of the Internal Revenue Code of 1986, as amended (the "Code") that must be satisfied subsequent to the issuance of the Notes in order that interest thereon be, or continue to be, excludable from gross income for

federal income tax purposes. The City has covenanted to comply with all of these requirements. Failure to comply with certain of these requirements may cause interest on the Notes to be included in gross income for federal income tax purposes retroactive to the date of issuance of the Notes. The Notes are "qualified tax-exempt obligations" within the meaning of Code § 265(b)(3). We express no opinion regarding other federal tax consequences arising with respect to the Notes.

6. The interest on the Notes is exempt from income taxation by the State of Kansas.

The rights of the owners of the Notes and the enforceability thereof may be limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights generally and by equitable principles, whether considered at law or in equity.

This opinion is given as of its date, and we assume no obligation to revise or supplement this opinion to reflect any facts or circumstances that may come to our attention or any changes in law that may occur after the date of this opinion.

GILMORE & BELL, P.C.

EXHIBIT C

BANK'S RECEIPT FOR NOTES AND ISSUE PRICE CERTIFICATE

$973,000
CITY OF EDGERTON, KANSAS
GENERAL OBLIGATION TEMPORARY NOTES
SERIES 2022-A

The undersigned, on behalf of The Central Trust Bank d/b/a Central Bank of the Midwest (the "Bank"), as the purchaser of the above-described notes (the "Notes"), being issued on the date of this Certificate by the City of Edgerton, Kansas (the "City"), certifies and represents as follows:

1. Authorized Representative. The undersigned is the duly authorized representative of the Bank.

2. Receipt for Notes. The Bank acknowledges receipt on the date hereof of all of the Notes, consisting of fully registered Notes in authorized denominations in a form acceptable to the Bank.

3. Issue Price.

(a) *Purchase Price*. On the date of this Certificate, the Bank is purchasing the Notes for the amount of $973,000. The Bank is not acting as an Underwriter with respect to the Notes. The Bank has no present intention to sell, reoffer, or otherwise dispose of the Notes (or any portion of the Notes or any interest in the Notes). The Bank has not contracted with any person pursuant to a written agreement to have such person participate in the initial sale of the Notes, and the Bank has not agreed with the City pursuant to a written agreement to sell the Notes to persons other than the Bank or a Related Party to the Bank.

(b) *Defined Terms*.

(i) The term "Public" means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a Related Party to an Underwriter.

(ii) The term "Related Party" is defined in U.S. Treasury Regulation § 1.150-1(b) which generally provides that the term related party means any two or more persons who have a greater than 50 percent common ownership, directly or indirectly.

(iii) The term "Underwriter" means (A) any person that agrees pursuant to a written contract with the City (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Notes to the Public, and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) of this paragraph to participate in the initial sale of the Notes to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Notes to the Public).

4. Compliance with Note Purchase Agreement. The Bank acknowledges that it has timely received in satisfactory form and manner all proceedings, certificates, opinions, letters and other documents required to be submitted to it pursuant to the Note Purchase Agreement on the date of the delivery of and payment for the Notes (except to the extent the Bank has waived or consented to modification of certain provisions thereof), and that the City has in all respects complied with and satisfied all of its obligations to

us which are required under the Note Purchase Agreement to be complied with and satisfied on or before the date hereof.

5. Reliance. The representations set forth in this Certificate are limited to factual matters only. Nothing in this Certificate represents the Bank's interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the certifications contained herein will be relied upon by the City in executing and delivering the Federal Tax Certificate and with respect to compliance with the federal income tax rules affecting the Notes, and by Gilmore & Bell, P.C., Bond Counsel to the City, in rendering its opinion relating to the excludability from federal gross income of the interest on the Notes and other federal income tax advice that it may give to the City from time to time relating to the Notes.

Dated: September 22, 2022

THE CENTRAL TRUST BANK
d/b/a/ CENTRAL BANK OF THE MIDWEST

By: _____
Title: _____

EDGERTON
global routes. local roots.
404 East Nelson
Edgerton, KS 66021
P: 913.893.6231
EDGERTONKS.ORG

City Council Action Item

Council Meeting Date: September 8, 2022

Department: Community Development

Agenda Item: Consider Ordinance No. 2119 Adopting The Planning Commission's Recommendation To Approve A Conditional Use Permit (CU2021-04) Allowing A Cargo Container Storage, Repair or Maintenance Facility On Property Located North of 187th Street Between Kill Creek Road and Waverly Road (31220 W. 187th Street), Edgerton, Kansas

Background/Description of Item:

The City of Edgerton has received Application CU2021-04 requesting a Conditional Use Permit (CUP) to operate a cargo container storage, repair or maintenance facility on a parcel of land located north of 187th Street between Kill Creek Road and Waverly Road, Edgerton, Kansas. The applicant and landowner is NorthPoint Development, LLC. The BNSF intermodal facility is located directly north from where this operation would be located and the Logistics Park Kansas City (LPKC) industrial park is adjacent to this parcel on two sides.

As outlined in Final Site Plan application FS2021-11 the applicant has proposed a cargo container storage lot operation on this parcel. The east half of the parcel will be used for stacked container storage with the west being utilized for wheeled container storage. The Site Plan includes a gate to allow traffic onto the site from 187th Street. A separate exit only lane is planned to the west of that entrance, also onto 187th Street. Operations will include a new 10,600 SF maintenance facility near the southeast corner of the parcel. Just to the west of the maintenance facility is a 'pre-tripping' area where containers will be rinsed and prepped for the storage yard. The facility will contain a designated parking area to keep vehicle traffic separate from truck traffic. Application FS2021-11 was approved by the Planning Commission on December 14, 2021.

Pursuant to City of Edgerton Unified Development Code (UDC), Article 7, Section 7.2.(G)(7), cargo container storage, repair or maintenance facilities are considered a conditional use on parcels which contain an L-P zoning designation.

In order to recommend approval or disapproval of a proposed CUP, the Governing Body shall determine whether the proposed use is found to be generally compatible with surrounding development and is in the best interest of the City. In making such determination, Article 7, Section 7.1(C) of the UDC states that the Governing Body may consider all factors they deem relevant. In addition, Section 7.2(G) of the UDC details additional requirements to be considered when approving a CUP for a cargo container storage, repair or maintenance

facility. City Staff has reviewed Application CU2021-04 with respect to all these requirements. The staff report presented to the Planning Commission outlining the findings of staff's review is included in the packet.

On December 14, 2021 the City of Edgerton Planning Commission held a public hearing regarding Application CU2021-04. Upon conclusion of the public hearing, the Planning Commission recommended approval of Application CU2021-04 with the following stipulations:

1. The Conditional Use Permit CU2021-04 approval shall be transferable, but it must stay with the ownership of these parcels for which its use is approved (Final Plat application FP2021-03);
2. The property owner shall continuously comply with all performance criteria in Article 7 pertaining to Cargo Container Storage Facilities and Cargo Repair and Maintenance Facilities, including, but not limited to, noise maximums and cargo container and chassis stacking height requirements. The applicant shall comply with height requirements by limiting cargo container stacking to not exceed the maximum of 5 (five) cargo containers. This condition shall be continually met for the duration of the conditional use permit.
3. The property shall be developed in accordance with the Final Site Plan application FS2021-05 and any stipulations, to be approved by the Planning Commission, prior to commencement of the cargo container storage use.
4. Landscaping material shall be continuously maintained and replaced when dead.
5. No other outside storage of equipment or materials shall be allowed on the property.
6. Any future phases or additional areas used for cargo container maintenance and repair uses shall not commence until a new, revised Site Plan is submitted and approved by the City for that phase, including photometric and landscaping plans.
7. This Conditional Use Permit shall be valid for 10 (ten) years from date of approval by the City of Edgerton Governing Body.

A few items noted during the review of Final Site Plan FS2021-11 required revisions in order for staff to ensure compliance with Articles 5, 7, and 10 of the Unified Development Code. City staff has continued to work with the applicant regarding regulations related to the pre-tripping area of the facility. On April 22, 2022 the applicant submitted a revised Final Site Plan for staff to review pursuant to the stipulations made during the Planning Commission meeting on December 14, 2021 and requirements provided during ongoing conversations with staff related to the pre-tripping area wastewater disposal method. The applicant has made the necessary revisions to the Site Plan to meet the stipulations outlined during staff review presented at the Planning Commission meeting. Due to the ongoing conversations regarding the pre-tripping and stormwater areas, Staff recommends adding an additional stipulation as follows:

8. As part of the Conditional Use Permit, the owner and operator of the facility are required to enter into and remain in compliance with a Significant Industrial User Agreement. This Significant Industrial User Agreement must be executed prior to the issuance of a building permit.

Staff recommends approval of CU2021-04 for a period of ten (10) years subject to the stipulations outlined by the Planning Commission and the additional stipulation required by

City Staff. The City Attorney has prepared the enclosed Ordinance 2119 for your consideration.

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

Funding Source: N/A

Budget Allocated: N/A

Finance Director Approval: N/A

Recommendation: Approve Consider Ordinance No. 2119 Adopting The Planning Commission's Recommendation To Approve A Conditional Use Permit (CU2021-04) Allowing A Cargo Container Storage, Repair or Maintenance Facility On Property Located North of 187th Street Between Kill Creek Road and Waverly Road (31220 W. 187th Street), Edgerton, Kansas

Enclosed:

- Ordinance 2119
- CU2021-04 Staff Report prepared for the December 14, 2021 Planning Commission Meeting.
- Excerpt from approved Minutes – December 14, 2021 Planning Commission Meeting.
- FS2021-11 Staff Report prepared for December 14, 2021 Planning Commission Meeting.

Prepared by: Beth Linn, City Administrator

ORDINANCE NO. 2119

AN ORDINANCE ADOPTING THE PLANNING COMMISSION'S RECOMMENDATION TO APPROVE A CONDITIONAL USE PERMIT (CU2021-04) ALLOWING A CARGO CONTAINER STORAGE, REPAIR OR MAINTENANCE FACILITY ON PROPERTY LOCATED NORTH OF 187TH STREET BETWEEN KILL CREEK ROAD AND WAVERLY ROAD (31220 W. 187TH STREET), EDGERTON, KANSAS

WHEREAS, the City of Edgerton received Application CU2021-04 for a Conditional Use Permit from NorthPoint Development, LLC (the "Applicant") on or about November 9, 2021 for property located at 31220 W 187th Street (North of 187th Street between Kill Creek Road and Waverly Road), Edgerton, Kansas (the "Property"); and

WHEREAS, both at the time of application and at the time of the signing of this Ordinance, the Property is owned NorthPoint Development, LLC a validly existing Missouri Corporation; and

WHEREAS, the Applicant is requesting permission to operate, pursuant to the specific terms of a Conditional Use Permit, a cargo container storage, repair or maintenance facility; and

WHEREAS, the Edgerton Planning Commission held a public hearing on December 14, 2021 on the requested Conditional Use Permit in accordance with the requirements as set forth in the Edgerton Zoning Regulations; and

WHEREAS, the Edgerton Planning Commission voted to approve the Conditional Use Permit request, for a period of ten (10) years, conditioned on the following being adhered to by the Applicant and any future owner or tenant of the Property within that ten year period (hereinafter referred to as "Applicant/Owner"):

1. The Conditional Use Permit CU2021-04 approval shall be transferable, but it must stay with the ownership of this parcel for which its use is approved (Final Plat application FP2021-03);
2. The Property Applicant/Owner shall continuously comply with all performance criteria in Article 7 pertaining to Cargo Container Storage Facilities and Cargo Repair and Maintenance Facilities, including, but not limited to, noise maximums and cargo container and chassis stacking height requirements. The Applicant/Owner shall comply with height requirements by limiting cargo container stacking to not exceed the maximum of 5 (five) cargo containers. This condition shall be continually met for the duration of the conditional use permit.
3. The Property shall be developed in accordance with the Final Site Plan application FS2021-05 and any stipulations, to be approved by the Planning Commission, prior to commencement of the cargo container storage use.
4. Landscaping material shall be continuously maintained and replaced when dead.
5. No other outside storage of equipment or materials shall be allowed on the Property.

6. Any future phases or additional areas used for cargo container maintenance and repair uses shall not commence until a new, revised Site Plan is submitted and approved by the City for that phase, including photometric and landscaping plans.
7. This Conditional Use Permit shall be valid for 10 (ten) years from date of approval by the City of Edgerton Governing Body.

WHEREAS, Due to ongoing conversations regarding the pre-tripping and stormwater areas, City Staff has recommended an additional stipulation be added as follows:

8. As part of the Conditional Use Permit, the owner and operator of the facility are required to enter into and remain in compliance with a Significant Industrial User Agreement. This Significant Industrial User Agreement must be executed prior to the issuance of a building permit.

WHEREAS, the City Governing Body, after reviewing the Conditional Use Permit and considering the criteria set forth in Article 7 of the City Zoning Regulations and the recommendations of the Planning Commission, finds the Conditional Use Permit should be approved upon the terms described above.

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

Section 1. The proposed Conditional Use Permit for a cargo container storage, repair or maintenance facility is hereby approved for the property located at 31220 W 187th Street, Edgerton, Kansas.

Section 2. The Conditional Use Permit approved by this Ordinance is expressly conditioned on the Applicant's/Owner's strict compliance with the eight (8) Conditions set forth above, which were recommended by the Edgerton Planning Commission City Staff and approved by the City of Edgerton City Council.

Section 3. The validity of this Conditional Use Permit is conditioned upon the strict compliance by the Applicant/Owner with the provisions contained herein as well as strict compliance with the City of Edgerton Zoning Regulations. Should Applicant/Owner fail to comply with any term or provision thereof and should such failure continue following written notice from City to Applicant/Owner specifying the breach and actions to be taken to cure the same, then, at the direction of the City Administrator, Applicant/Owner will be notified that this Conditional Use Permit is revoked, and all uses permitted herein on the Property must immediately cease. Reinstatement following default may only occur through action of the Governing Body. Wholly separate and apart from the specific conditions of the City's Zoning Regulations are the City's interest and duties to protect the public health, safety and welfare. Applicant/Owner agrees that this Ordinance shall not operate or be construed to impede or impair the lawful function of City government operation in this area.

Section 4. This Ordinance shall take effect and be enforced from and after its publication once in the official city newspaper. All Zoning and Regulations of the City of Edgerton, Kansas affecting the use of the Property heretofore described which are inconsistent with this Ordinance are hereby

made inapplicable to said Property until the Conditional Use Permit is vacated or is declared null and void.

PASSED by the Governing Body of the City of Edgerton, Kansas and approved by the Mayor on the 08 day of September, 2022.

CITY OF EDGERTON, KANSAS

_____

DONALD ROBERTS, Mayor

ATTEST:

_____

CHRISTOPHER CLINTON, Deputy City Clerk

APPROVED AS TO FORM:

_____

LEE W. HENDRICKS, City Attorney

LOGISTICS PARK KANSAS CITY (LPKC) FIFTH PLAT

Application CU2021-04
North of 187th Street Between Kill Creek Road and Waverly Road

QUICK FACTS

PROJECT SUMMARY AND REQUESTED APPROVALS

The Applicant is requesting approval of a Conditional Use Permit for a parcel located north of 187th Street between Kill Creek Road and Waverly Road.

This application requires a Public Hearing.

Owner and Applicant
NorthPoint Development, LLC represented by Aaron Burks, Agent and Property Owner

Zoning and Land Use
L-P (Logistics Park) which has been developed for stormwater detention.

Legal Description
The SE ¼ and NE ¼ of Section 34, Township 14 S, Range 22 E, in the City of Edgerton, Johnson County, Kansas; please see attached application for complete Legal Description

Parcel Size
30.481 acres

Staff Report Prepared by
Chris Clinton



BACKGROUND

Subject Site

The parcel is located within the Bull Creek watershed and was annexed into the City of Edgerton on March 25, 2010.

Utilities and service providers:

a. Water Provider - Johnson County Rural Water District #7.
b. Sanitary Sewer - City of Edgerton.
c. Electrical Service - Evergy.
d. Gas Service – Kansas Gas Service.
e. Police protection is provided by the City of Edgerton through the Johnson County Sheriff's Office.
f. Fire protection is provided by Johnson County Fire District #1.

Site History and Past Approvals

The parcel was rezoned from Johnson County *RUR* to City of Edgerton *L-P, Logistic Park* on July 12, 2012.

On January 14, 2014, the City of Edgerton Planning Commission approved Application FS-12-19-2013, the Final Site Plan for Inland Port IV. That Final Site Plan shows a portion of these parcels being used as stormwater detention for that warehouse project. This was discussed with the current Developer and they are planning to account for the existing detention area with a larger proposed detention area. The stormwater management study has not yet been finalized but the City Engineer will review to confirm the design is adequate for both projects.

Proposed Use

The applicant has proposed a cargo container storage lot to be constructed on this parcel. Application FS2021-11 is the site plan application associated with this project. The east half of the area is going to be used for stacked container storage with the west being utilized for wheeled container storage. The applicant has shown a gate to allow traffic onto the site from 187th Street. A separate exit only lane is planned to the west of that entrance. There is a proposed maintenance facility near the southeast corner of the parcel. Just to the west of the maintenance facility is a 'pre-tripping' area where containers will be rinsed and prepped for use. The maintenance facility is shown with a designated parking area to keep vehicle traffic separate from truck traffic.

Project Timeline

- Application submitted to the City: October 29, 2021
- Public Hearing Notice Published: November 24, 2021
- Public Hearing Notice Mailed: November 23, 2021 (sent to 11 properties)

CONDITIONAL USE PERMIT REVIEW

City Staff reviewed the Site Plan under the requirements outlined in Article 7 – *Conditional Uses* of the Unified Development Code (UDC).

The purpose of this article is to provide for certain uses, which because of their unique characteristics cannot be distinctly listed as a permitted use in a particular zoning district. The Planning Commission may recommend approval of conditional uses to the Governing Body after consideration in each case, of the impact of such uses upon neighboring uses, the surrounding area, and the public need for the particular use at the particular location. Limitations and standards are herein established to ensure the use's consistency with the character, uses and activities in the zoning district. Before any conditional use shall be approved, the Governing Body shall review the record of the public hearing held by the Planning Commission.

The Planning Commission, in accordance with the procedures and standards of the UDC, may recommend the Governing Body authorize buildings, structures, and uses as conditional uses in specific instances and in particular districts set forth provided that:

a. the location is appropriate and consistent with the Comprehensive Plan;
b. that the public health, safety, morals, and general welfare will not be adversely affected;
c. the necessary safeguards will be provided to surrounding property, persons, and neighborhood values; and
d. further provide that additional standards of this Article be specified as a condition of approval.

No Conditional Use shall be authorized unless the Planning Commission finds that the establishment, maintenance, or operation of the Conditional Use meets the standards set forth in the UDC. The burden of proof and the burden of persuasion is on the applicant to bring forth the evidence on all questions of fact that are determined by the Planning Commission.

Section 7.1 Issuance of Conditional Uses

1. **Criteria.** In order to recommend approval or disapproval of a proposed conditional use permit, both the Planning Commission and the Governing Body shall determine whether the proposed use is found to be generally compatible with surrounding development and is in the best interest of the City. In making such determination, the Planning Commission and Governing Body may consider all factors they deem relevant to the questions of compatibility and the best interest of the City, including the following:
   a. The extent to which there is a need in the community for the proposed use.
      i. Demand for businesses to store and maintain cargo containers and chassis, such as the facility proposed here, is a by-product of the activity in and around the intermodal facility. The primary function of LPKC is to transport and redistribute containers and the products they contain. The proposed use would fill a need for this type of support services in LPKC. Staff determination: ***Positive***
   b. The character of the neighborhood, including but not limited to: zoning, existing and approved land use, platting, density (residential), natural features, and open space.
      i. The neighborhood is established as a transportation and logistics hub. The Burlington Northern Santa Fe (BNSF) Intermodal Facility abuts the subject parcel to the north. The parcel contains the correct zoning designation for the proposed use. The site would be wholly contained within Application FS2021-11 as submitted for Planning Commission review. Staff determination: ***Positive***
   c. The nature and intensity of the proposed use and its compatibility with the zoning and

uses of nearby properties. Such determination should include the location, nature, and height of structures, walls, fences, and other improvements connected with the proposed use, their relation to adjacent property and uses, and the need for buffering and screening.

i. *The current zoning of L-P and the parcel's adjacency to similar uses supports the need for this kind of use. Application FS2021-11 was reviewed to ensure compliance with the UDC regarding requirements for L-P zoned parcels. Staff determination:* ***Positive***

d. Suitability of the uses of the property without the proposed conditional use permit.

i. *Cargo container and chassis storage are an important function to serve LPKC. This important support service continues to be a much-needed use within LPKC and the supply chain in general. The existing cargo container storage facilities are seeing an increased demand for such services. Staff determination:* ***Positive***

e. Length of time the subject property has remained vacant without the proposed conditional use permit.

i. *Per the Johnson County AIMS system, the parcel has been used as stormwater detention for the warehouses to the south since 2016. The parcel was used as agricultural land up until that point. The development of this parcel as a cargo container storage and maintenance facility serves a need in the Logistics Park. A stormwater study will need to be done to ensure the removal of the stormwater detention areas does not affect nearby properties. The City Engineer will review any submitted study to ensure newly proposed detention areas are sufficient for all impacted uses. Staff determination:* ***Neutral***

f. The extent to which the proposed use may detrimentally affect nearby property.

i. *No long-term detrimental effects are expected for the use of the property as the use requested is not extraordinary at LPKC. There are currently four (4) other cargo container storage facilities in operation at LPKC and the approval another facility will be beneficial to the BNSF intermodal. Staff determination:* ***Positive***

g. The adequacy of ingress and egress to and within the site of the proposed use, traffic flow and control, the adequacy of off-street parking and loading areas, the adequacy of required yard and open space requirements and sign provisions.

i. *During the approval process of Application FS2021-11 for this project, City Staff has worked with the applicant in determining the best location of access points for the site. City Staff considered the mixing of vehicle and truck traffic, preventing stacking along 187th Street and Waverly Road, and the distance between the access points. Staff determination:* ***Positive***

h. The availability and adequacy of required utilities and services to serve the proposed use. These utilities and services include, but are not limited to, sanitary and storm sewers, water, electrical and gas service, police and fire protection, schools, parks and recreation facilities and services, and other similar public facilities and services.

i. *Due to the development of the surrounding parcels, utilities are nearby to the subject parcel. The applicant will be responsible for expanding the necessary utilities to the site. Staff determination:* ***Positive***

i. The extent to which the proposed use would adversely affect the capacity or safety of that portion of the road network influenced by the proposed use, or present parking problems in the vicinity of the property.

i. *The addition of onsite stacking lanes should prevent any traffic issues which could occur on 187th Street or Waverly Road. Additionally, the road network nearby has been constructed to serve this type of heavy truck traffic. Staff determination:* ***Positive***

j. The environmental impacts that the proposed use would create (if any) including, but not limited to, excessive storm water runoff, water pollution, air pollution, noise pollution, excessive nighttime lighting or other environmental harm.

i. This project will increase the amount of impervious surface. During Site Plan review, the stormwater report is reviewed by the City Engineer to ensure all stormwater stays on site and does not impact nearby properties. The City will follow National Pollutant Discharge Elimination System (NPDES) guidelines and stormwater management requirements which require any application to address runoff and water pollution mitigation measures as part of the development of the property. Any construction that occurs on site will be required to get a NPDES permit from the State of Kansas and a land disturbance permit from the City. Those permits require a stormwater pollution prevention plan that is reviewed by the City and the State. Mitigation of pollution in the form of air, noise, light, etc., will be addressed as part of the Site Plan review process. Staff determination: ***Neutral***

k. The economic impact of the proposed use on the community.

i. Prior to the development of the BNSF intermodal facility and LPKC, there were few commercial and industrial uses within the City. Warehousing and related uses in the L-P District have the potential to benefit the residents and the community in a positive way by providing much needed jobs and tax revenues. This type of use is seen as necessary support for warehousing and other related LPKC uses. Staff determination: ***Positive***

l. The relative gain (if any) to the public health, safety, and welfare from a denial of the application for conditional use permit as compared to the hardship imposed upon the conditional use applicant from such denial.

i. If approved with the stipulations stated, Application FS2021-11 meets the requirements of the UDC. Due to the nature of the request, there would be little gain to the public health, safety, and welfare of the City of Edgerton and the property owner should this request be denied. Staff determination: ***Positive***

m. Consistency with the Comprehensive Plan, Capital Improvement Plan, ordinances, policies, and applicable City Code of the City of Edgerton, and the general safety, health, comfort and general welfare of the community.

i. The Future Land Use Map within the Comprehensive Plan designates the subject property for industrial development. Staff determination: ***Positive***

n. In addition to the above criteria, the recommendation of professional staff is also required per Ordinance 798 (2005). Staff recommendation is addressed in the Recommendations Section of this Staff Report.

Section 5.2.G.7 L-P Specific District Requirements for Cargo Container Storage, Repair or Maintenance

1. All cargo container storage and cargo container repair and maintenance facilities (collectively referred to as "facilities") shall be subject to the following performance provisions:
   a. Access: No cargo containers or semi-trailers (either on or off a chassis), or a chassis, may be stored in a manner that impedes access to public rights-of-way, public utility or drainage easements, structures, and buildings.

i. The applicant has stated that no public rights-of-way, public utility or drainage, structure or building will be affected by the storage of containers or trailers.

Site Plan FS2021-11 complies.

   b. Exterior Lighting: Facilities shall provide lighting on-site, including at all vehicular entrances and exists. A lighting plan shall be submitted and approved.

i. The applicant has not provided a lighting plan and states one will be provided prior to construction. The photometric plan is a requirement for the Final Site Plan.

Applicant has stated a photometric plan will be provided when it is available. City Staff will review the photometric plan to ensure that all provisions outlined in the UDC are met. Photometric plan is required prior to building permit issuance.

c. Minimum Lot Size: Facilities shall have a minimum lot size of twenty (20) acres.
   i. The parcel Final Plat application FP2021-03 will equal 30.48 acres.

Site Plan FS2021-11 complies.

d. Noise: Noise from businesses and facilities shall not exceed 60 dB(A) in any adjacent residential district or 70 dB(A) in any adjacent commercial or industrial district or property.
   i. Noise issues are not addressed in the applicant's proposal; however, if approved, the use must continuously comply with these parameters in the conduction of business.

Applicant has acknowledged this requirement.

e. Paving: All interior driveways, parking, loading, and storage areas shall be paved and dust-free. For purposes of this stipulation: 1) Paving shall mean concrete or asphalt and 2) Dust-free shall mean that all interior driveway and storage area surfaces shall be kept free of dust, dirt, or other materials to prevent the migration of dust off-site.
   i. The applicant has indicated the stacked storage site will be paved with fourteen (14) inches of concrete on top of six (6) inches of scarified and recompacted subgrade. All other driveways are to be paved with asphalt.

Site Plan FS2021-11 complies.

f. Parking: Facilities shall comply with the Article 5.2 L-P District Off Street Parking and Loading regulations. No portion of any required off-street parking or loading/unloading areas shall be used for the storage of cargo containers, semi-trailers (either on or off a chassis), chassis or similar storage devices.
   i. The proposed use shall continuously comply with parking requirements.
   ii. The applicant has stated vehicle parking has been provided for employees and visitors and that no parking, loading, or unloading will be allowed off of the property.

Site Plan FS2021-11 complies.

g. Cargo Container Stacking: Cargo containers shall not be stacked more than five (5) in number.
   i. The proposed use must continually comply with and not exceed the maximum stacking number.

Applicant has acknowledged this requirement.

h. Chassis Stacking/Racking: Empty chassis may be stored on end (racking) or may be stacked. When stacked, chassis shall not be more than five (5) in number.
   i. The proposed use must continually comply with and not exceed the maximum stacking number.

Applicant has acknowledged this requirement.

i. Screening and Landscaping: Screening may be required on the perimeter of the property. Screening shall be a combination of fencing and landscaping or berming and landscaping. Screening shall comply with requirements Article 5.2 L-P District Landscape Standards.
   i. The comments regarding the landscaping in the Staff Report for Application FS2021-11 must be addressed and the proposed use shall continuously comply with the landscaping requirements.

Updated Final Site Plan required.

j. Setbacks and Separation Distance: All buildings, structures, parking and other uses on the property shall be subject to the setback requirements in Article 5.2 L-P District

Setback, Yard, Area Regulations, except however, the parking or storage of cargo containers or semi-trailers (either on or off a chassis), and chassis (racked or stacked) shall be subject to the following setback standards that may vary depending upon the difference scenarios set forth below:

i. When abutting (touching), or across the street from non-residentially zoned property, such parking or storage shall be setback from any exterior property line of the subject property a distance equal to the height of the cargo container or semi-trailer (either on or off a chassis), and chassis (racked and stacked)

ii. When abutting (touching) public right-of-way, such parking or storage shall be setback from any exterior property line of the subject property a distance equal to the height of the cargo container or semi-trailer (either on or off a chassis), and chassis (racked and stacked);

iii. When abutting (touching), or across the street from residentially zoned property, such parking or storage shall be setback a minimum of 250 feet from the nearest property line of the residentially zoned property;

iv. When abutting (touching), or across the street from a habitable dwelling, such parking or storage shall be setback a minimum of 300 feet from the nearest dwelling; and

v. For purposes of Stipulations 3 and 4 above, measurements shall be made between the nearest property line of the residentially zoned property or the nearest edge of a dwelling, and the nearest cargo container, semi-trailer (either on or off a chassis), or chassis.

The applicant has stated the height of 5 stacked cargo container is forty-four (44) feet and two (2) inches and the approximate height of a trailer on a chassis is thirteen (13) feet and six (6) inches. The applicant has stated a landscape easement of fifty (50) feet has been established along Waverly Road and thirty (30) feet along 187th Street. Existing utility easements along the L-P zoned property to the north and west do not allow construction of pavement closer than 30 feet to the property line.

Site Plan FS2021-11 complies.

k. Signage: Business signs shall be allowed according to Article 12 L-P District Signage regulations. No signage, other than shipping company identification logos and placards, shall be allowed on any cargo container, semi-trailer or chassis.

i. The applicant has not indicated any new signage will be placed on the site at this time. All new signage will require the submittal of a Sign Permit Application which will be reviewed by staff for compliance with Article 12 of the UDC.

Applicant has acknowledged this requirement.

l. Site Plan: A site plan shall be submitted with the application. The site plan shall be prepared in accordance with the requirements of Article 9.1 (B) (3) of these regulations.

i. Application FS2021-05 has been submitted.

Submittal of updated Site Plan Application FS2021-11, as stipulated when approved, is a condition of this permit's approval. Applicant acknowledges.

m. Other Rules and Regulations: All facilities shall abide by any and all governmental rules, regulations, codes and specifications now in effect or hereafter adopted that would be applicable to this permit or the use of the property by the applicant/landowner.

i. The proposed use must continuously comply with these requirements.

Applicant has acknowledged these requirements.

n. Deviations: In the event that an applicant desires to deviate from the above performance standards and provisions for certain Conditional Uses, the applicant shall submit written information to the Governing Body indicating the circumstances which are believe to necessitate the need for a deviation(s), and the applicant shall provide a

list of alternative materials, designs or methods that are equivalent to the performance standards and provisions for the L-P Zoning District, Section 5.4, Section G through Q in the regulations. The application may only be approved if findings are made by the Governing Body that a) due to the circumstances of the application, it would be unnecessary to impose the standard(s) and equivalent alternatives should be allowed, b) that the spirit and intent of the regulations are being met, c) that granting the deviation shall not adversely affect adjacent or nearby property and d) the application shall otherwise comply with all building code(s) and safety requirements. (Ordinance No. 915, 2012).

i. The proposed use must continuously comply with these requirements.

Applicant has acknowledged these requirements.

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 CU2021-04	10/29/2021
1	Cover Sheet	10/29/2021
2	General Notes	10/29/2021
3	Existing Conditions	11/30/2021
4	Site Plan	11/30/2021
5	Dimension Plan – West	10/29/2021
6	Dimension Plan – East	10/29/2021
7	Erosion Control Plan	10/29/2021
8	Grading Plan	10/29/2021
9	Spot Elevation Plan – West	10/29/2021
10	Spot Elevation Plan – East	10/29/2021
11	Storm Sewer General Layout	10/29/2021
12	Storm Sewer Plan and Profile	10/29/2021
13	Storm Sewer Plan and Profile	10/29/2021
14	Storm Sewer Plan and Profile	10/29/2021
15	Storm Sewer Plan and Profile	10/29/2021
16	Storm Sewer Plan and Profile	10/29/2021
17	Storm Sewer Plan and Profile	10/29/2021
18	Storm Sewer Plan and Profile	10/29/2021
19	Drainage Plan	10/29/2021
20	Utility Plan	11/30/2021
21	Detail Sheet	10/29/2021

22	Detail Sheet	11/30/2021
23	Landscape Plan	10/29/2021
24	Floor Plan	11/30/2021
25	Elevations	11/30/2021
26	CUP Application Letter	10/29/2021

STAFF RECOMMENDATION

Based upon the above staff analysis, City staff recommends **approval** of Application **CU2021-04** for a cargo container storage, repair or maintenance as shown in Final Site Plan application FS2021-11 for a period of ten (10) years with the following stipulations:

1. The Conditional Use Permit CU2021-04 approval shall be transferable, but it must stay with the ownership of these parcels for which its use is approved (Final Plat Application FP2021-03);
2. The property owner shall continuously comply with all performance criteria in Article 7 pertaining to Cargo Container Storage Facilities and Cargo Repair and Maintenance Facilities, including, but not limited to, noise maximums and cargo container and chassis stacking height requirements. The applicant shall comply with height requirements by limiting cargo container stacking to not exceed the maximum of 5 (five) cargo containers. This condition shall be continually met for the duration of the conditional use permit.
3. The property shall be developed in accordance with the Final Site Plan Application FS2021-11 and any stipulations, to be approved by the Planning Commission, prior to commencement of the cargo container storage use.
4. Landscaping material shall be continuously maintained and replaced when dead.
5. No other outside storage of equipment or materials shall be allowed on the property.
6. Any future phases or additional areas used for cargo container maintenance and repair uses shall not commence until a new, revised Site Plan is submitted and approved by the City for that phase, including photometric and landscaping plans.
7. This Conditional Use Permit shall be valid for 10 (ten) years from date of approval by the City of Edgerton Governing Body.

Note: For Application CU2021-04 the Planning Commission will be recommending either approval or denial of the application to the Governing Body. If the Planning Commission recommends approval, the Conditional Use Permit will be presented to the Governing Body on January 13, 2022, subject to the applicant making the necessary corrections to Application FS2021-11 in a timely manner.

LOGISTICS PARK KANSAS CITY (LPKC) FIFTH PLAT

Application FS2021-11
North of 187th Street Between Kill Creek Road and Waverly Road

QUICK FACTS

PROJECT SUMMARY AND REQUESTED APPROVALS

The Applicant is requesting approval of a Final Site Plan for a parcel located north of 187th Street between Kill Creek Road and Waverly Road.

This application requires a Public Hearing.

Owner and Applicant
NorthPoint Development, LLC represented by Aaron Burks, Agent and Property Owner

Zoning and Land Use
L-P (Logistics Park) which has been developed for stormwater detention.

Legal Description
The SE ¼ and NE ¼ of Section 34, Township 14 S, Range 22 E, in the City of Edgerton, Johnson County, Kansas; please see attached application for complete Legal Description

Parcel Size
30.481 acres

Staff Report Prepared by
Chris Clinton



BACKGROUND

Subject Site

The parcel is located within the Bull Creek watershed and was annexed into the City of Edgerton on March 25, 2010.

Utilities and service providers:

a. Water provider - Johnson County Rural Water District #7.
b. Sanitary Sewer - City of Edgerton.
c. Electrical Service - Evergy.
d. Gas Service – Kansas Gas Service.
e. Police protection is provided by the City of Edgerton through the Johnson County Sheriff's Office.
f. Fire protection is provided by Johnson County Fire District #1.

Site History and Past Approvals

The parcel was rezoned from Johnson County *RUR* to City of Edgerton *L-P, Logistic Park* on July 12, 2012.

On January 14, 2014, the City of Edgerton Planning Commission approved Application FS-12-19-2013, the Final Site Plan for Inland Port IV. That Final Site Plan shows a portion of these parcels being used as stormwater detention for that warehouse project. This was discussed with the current Developer and they are planning to account for the existing detention area with a larger proposed detention area. The stormwater management study has not yet been finalized but the City Engineer will review to confirm the design is adequate for both projects.

Proposed Use

The applicant has proposed a cargo container storage lot to be constructed on this parcel. The east half of the area is going to be used for stacked container storage with the west being utilized for wheeled container storage. The applicant has shown a gate to allow traffic onto the site from 187th Street. A separate exit only lane is planned to the west of that entrance, also onto 187th Street. There is a proposed maintenance facility near the southeast corner of the parcel. Just to the west of the maintenance facility is a 'pre-tripping' area where containers will be rinsed and prepped for the storage yard. The maintenance facility is shown with a designated parking area to keep vehicle traffic separate from truck traffic.

Project Timeline

- Application submitted to the City: October 29, 2021
- Public Hearing Notice Published: November 24, 2021
- Public Hearing Notice Mailed: November 23, 2021 (sent to 11 properties)

FINAL SITE PLAN REVIEW

Staff has reviewed the Final Site Plan submittal for compliance with the requirements in Section 10.1 of Article 10 and Section 5.2 of Article 5 of the Edgerton Unified Development Code (UDC). Review comments are listed below.

Section 10.1 Contents of Site Plan Drawings

1. A project title, zoning designation and applicant name.
    a. *The current zoning of the parcel has not provided.*

    Update Final Site Plan.
2. Parking areas, paths, sidewalks with sizes and surface material specifications.
    a. *The City Engineer has indicated that the proposed access points will require reconstruction of the existing sidewalks and the cross slope cannot exceed two percent (2%). Detailed elevations will need to be provided with the construction plans.*

    Applicant has acknowledged this requirement.
3. Exterior lighting specifications including a preliminary photometric plan.
    a. *Photometric plan has not been provided.*

    Applicant has stated a photometric plan will be provided when available. Photometric Plan submittal will be required prior to issuance of a building permit. City Staff will review the photometric plan once provided to ensure it complies with the UDC.
4. The location of existing and proposed easements.
    a. *Additional easement will be needed for the proposed public sanitary sewer line.*

    Update Final Site Plan.
5. Connection point for utilities and the location and size of all utility lines including, but not limited to, sewer lines and manholes; waterlines and fire hydrants; telephone, cable, fiber and electrical systems; and storm drainage systems including inlets, catch basins, lines and other appurtenances, existing and proposed.
    a. *The City Engineer is requesting the public sanitary sewer line cross Waverly Road centerline perpendicularly.*
    b. *The manhole on the property must be ten (10) feet away from the existing water line and the proposed service line must maintain a 10-foot clearance from the existing waterline.*
    c. *The easement will need to be adjusted to account for the required revisions.*
    d. *Public infrastructure plans will be required for this extension and will be reviewed by the City. A part of those plans will need to be an approved Kansas Department of Health and Environment Sanitary Sewer Extension Permit. The application for that permit should be provided to the City with the plans.*

    Update Final Site Plan.
6. Features to facilitate handicapped access.
    a. *The City Engineer is requesting elevations be provided to ensure the accessible parking spaces and access aisle do not exceed 2% slope in any direction.*

    Update Final Site Plan.
7. The location of any HVAC systems (roof or ground), utility boxes and any other above ground facilities. Include line of sight drawing which indicate view from the street, right of way, and/or adjacent properties. Ground-based mechanical equipment shall be located away from property lines adjacent to public streets and residential property. Include type of screening that will be used around equipment.

a. *No equipment has been shown for the maintenance facility. City Staff will monitor the site to ensure this requirement is met. Details of any required screening must be provided at building permit application.*

8. Areas or facilities used for trash, trash compacting, recycling containers, service and loading are to be located out of public view from streets, adjacent to residential properties, and other highly visible areas such as parking lots, access drives, and similar areas.
    a. *Applicant has not indicated where on Site Plan the trash enclosure will be located or how it will be screened.*

Update Final Site Plan

Section 5.2 Logistics Park District

1. All operations, other than limited storage of motorized machinery and equipment, materials, products or equipment, shall be conducted within a fully enclosed building.
    a. *The pre-tripping area that is proposed west of the building is to be screened by an eight (8) foot high vinyl fence on all 3 enclosed sides.*
    b. *The applicant has indicated an eight (8) foot vinyl coated chain link fence with 2" links will encircle the property on the north, east and south sides.*

Applicant has noted on Sheet C-2000 the vinyl and chain link fencing types to be installed. However, the legend should be updated to include both fence types and additional fence labeling should be added to reflect the full screening requirement around the pre-tripping area.

2. **Building Materials.** The use of other cementitious products (e.g. stucco, Hardy Plank, or other similar materials) shall be limited to fifty percent (50%) of the buildings' exterior finishes where it is deemed important as a design feature and where it will be applied under the highest standards for quality and durability. However, stucco may not be located in the first 8 feet above grade on a grade on a façade visible from a public right-of-way or a public area. Exceptions to this requirement may be allowed on a case-by-case basis by the City upon submission and approval of elevation drawings of the subject structure, and material samples. *The applicant is proposing a metal building with stucco and stone veneer finish.*
    a. *West elevation – The stucco finish on the west façade is greater than 50%.*

City Staff feels the additional stucco finish is included to meet the requirement for no metal on the exterior wall. The percentage over the maximum on any façade is minimal (4.8% over on the west façade). City Staff recommends an exception be granted for this additional amount of stucco as the design meets the spirit and intent of the code requirement.

3. **Screening of Rooftop Equipment.** For buildings within the L-P District, all rooftop mounted mechanical, air conditioning, electrical, and satellite dish equipment shall not be visible. Rooftop equipment shall be screened from ground and street view with parapets or other architectural design features constructed of the same material used on the exterior walls.
    a. *No rooftop equipment has been indicated on the Final Site Plan. City Staff will monitor the site to ensure this requirement is met.*

If rooftop screening is required, rendering of proposed materials and staff approval will be required prior to issuance of a building permit.

4. **Landscaping.** *Due to the shape of this parcel, there are three sides to address. Two sides are adjacent to road right of way.*
    a. *North side (adjacent to the Burlington Northern Santa Fe Intermodal) does not have any landscaping shown. Per the UDC, this side does not require any landscaping.*

b. *East side (adjacent to Waverly Road) shows a right-of-way buffer. Only trees have been provided along Waverly Road. Per the UDC, the installation of hedge/shrubs/evergreens are required every 48".*
c. *South side (adjacent to 187th Street) shows a right-of-way buffer. Only trees have been provided along 187th Street. Per the UDC, the installation of hedge/shrubs/evergreens are required every 48".*
d. *Along the front of the building line the applicant has indicated the shrubs proposed are sized at 5 gallons. It should be noted and acknowledged that regardless of container size, a minimum 24" height at planting is required.*
e. *The landscaping along Waverly Road shows the landscaping plants and the landscape berm located over the utility easement. The plants are required to be planted at the top of the berm. Berm location may shift in order to accommodate location of plantings – confirm final location with City Staff after receiving clearance from utility providers.*
f. *No fencing may be located in the required 10' wide right-of-way buffer. Indicate correct placement on Final Site Plan.*

Update Final Site Plan

Other Comments

The applicant has indicated the pre-tripping area will be used to clean out containers prior to them being moved to the stacking area of the yard. It has not yet been determined what the most appropriate drainage system connection (storm water or sanitary sewer) will be for this area. Staff will continue to work with the applicant to ensure that the most appropriate connection is made with resolution required prior to the issuance of a building permit.

Storm sewer comments:

1. Show the 100-year HGL in the profile.
2. Show the sizes of existing pipes.
3. The tables on Sheet C-0550 do not match the plan-profile sheets.
4. The watershed map should include all tributary areas to these pipes. This would include the areas south of 187th Street. Include these areas in the design calculations and tables.
5. Show the 1-year storm velocity in the pipes. The velocity should not be less than 3 fps.
6. The detail on Sheet C-2000 shows a grate across the flared end section. Is this proposed?
7. The portions of storm sewer that convey water from 187th Street shall be in a drainage easement at least 15' wide (D6 to A1).

Storm water management report comments:

1. Provide the rainfall depths that were used for each event.
2. Provide watershed input data with the hydrographs.
3. Show the time of concentration route on a map.
4. Both maps at the end of the report are labeled "Existing Conditions". It appears that one of these should be labeled as "Proposed Conditions".
5. Label the watershed areas on the maps not just the discharge points.
6. Provide a detail on the outlet structure and pipes. It is unclear how these function.
7. It appears that the flowline into the detention pond is the same as the flowline at the outlet structure. A minimum of 1% slope should be provided across the detention basin.

8. Provide a detail of the structure that the outflow pipe ties into. Provide a downstream analysis of the pipes to demonstrate that the downstream pipes are designed to accept the flow.
9. The outflow pipe is modeled as a free outflow with no tailwater. If the pipe is discharging into a structure, this will not be the case. Adjust model as needed.
10. Provide additional information regarding the emergency spillway (i.e. elevation, width, type, etc.)
11. The emergency spillway shall be designed to pass the 1% storm with 1 foot of freeboard from the design stage to the top of dam, assuming zero available storage in the basin and zero flow through the primary outlet. Provide calculations demonstrating this.

An erosion control plan and SWPPP plan comments:

1. Silt fence should be installed on the south side of the property.
2. Provide copy of the approved NOI with the Land Disturbance Permit application.

Applicant has acknowledged all sewer, storm water and land disturbance comments and will address them when submitting infrastructure plans and prior to building permit issuance.

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 FS2021-11	10/29/2021
1	Cover Sheet	10/29/2021
2	General Notes	10/29/2021
3	Existing Conditions	11/30/2021
4	Site Plan	11/30/2021
5	Dimension Plan – West	10/29/2021
6	Dimension Plan – East	10/29/2021
7	Erosion Control Plan	10/29/2021
8	Grading Plan	10/29/2021
9	Spot Elevation Plan – West	10/29/2021
10	Spot Elevation Plan – East	10/29/2021
11	Storm Sewer General Layout	10/29/2021
12	Storm Sewer Plan and Profile	10/29/2021
13	Storm Sewer Plan and Profile	10/29/2021
14	Storm Sewer Plan and Profile	10/29/2021
15	Storm Sewer Plan and Profile	10/29/2021

16	Storm Sewer Plan and Profile	10/29/2021
17	Storm Sewer Plan and Profile	10/29/2021
18	Storm Sewer Plan and Profile	10/29/2021
19	Drainage Plan	10/29/2021
20	Utility Plan	11/30/2021
21	Detail Sheet	10/29/2021
22	Detail Sheet	10/29/2021
23	Landscape Plan	10/29/2021
24	Floor Plan	11/30/2021
25	Elevations	11/30/2021

STAFF RECOMMENDATION

City Staff recommends approval of Final Site Plan **Application FS2021-11** for *LPKC Fifth Plat*, subject to the following stipulations:

1. The staff recommendations and comments noted related to infrastructure, landscaping, the stormwater plan and all else discussed as included in this Staff Report are included as stipulations as part of approval of this Final Site Plan. The landscaping plans provided must meet or exceed UDC requirements.
2. No signage is proposed with this application. Signage proposed later shall receive separate approval according to the provisions of the UDC.
3. All construction plans for any public infrastructure shall be prepared to City standards and approved by the City. The property owner and/or developer shall work with City staff to determine the best possible placement for a storm water easement and shall dedicate said storm water easement on the Final Plat.
4. Applicant/Owner Obligation. The site plan, a scale map of proposed buildings, structures, parking areas, easements, roads, and other city requirements (landscaping/berm plan, lighting plan) used in physical development, when approved by the Planning Commission shall create an enforceable obligation to build and develop in accordance with all specifications and notations contained in the site plan instrument. The applicant prior to the issuance of any development permit shall sign all site plans. A final site plan filed for record shall indicate that the applicant shall perform all obligations and requirements contained therein.

Note: For Application FS2021-11 the Planning Commission is the final authority for approval.

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Site Plan Application

☐ PRELIMINARY SITE PLAN ■ FINAL SITE PLAN ☐ REVISED SITE PLAN ☐ RE-REVIEW

PROJECT NAME: Project Door

LOCATION OR ADDRESS OF SUBJECT PROPERTY: NW corner of 187th St and Waverly Ave

LEGAL DESCRIPTION: See attached

CURRENT ZONING ON SUBJECT PROPERTY: L-P CURRENT LAND USE: Vacant

TOTAL AREA: 30.48 ACRES NUMBER OF LOTS: 1 AVG. LOT SIZE: _____ Sq. Ft.

DEVELOPER NAME(S): Aaron Burks PHONE: 816-888-7380

COMPANY: NorthPoint Development, LLC EMAIL: aburks@northpointkc.com

MAILING ADDRESS: 4825 NW 41st Street, Riverside, MO 64150
Street City State Zip

PROPERTY OWNER NAME(S): Edgerton Land Holding Company, LLC PHONE: 816-888-7380

COMPANY: Edgerton Land Holding Company, LLC EMAIL: aburks@northpointkc.com

MAILING ADDRESS: 4825 NW 41st Street, Riverside, MO 64150
Street City State Zip

ENGINEER NAME(S): Melissa DeGonia PHONE: 816-888-7380

COMPANY: SitePoint, LLC EMAIL: mdegonia@northpointkc.com

MAILING ADDRESS: 4825 NW 41st Street, Riverside, MO 64150
Street City State Zip

SIGNATURE OF OWNER OR AGENT: A J Burks
If not signed by owner, authorization of agent must accompany this application.

NOTE: Two (2) 34"x42" paper copies plus an electronic copy of the site plan must accompany this application for staff review. All Site Plan requirements may be found in Article 10 of the Edgerton Unified Development Code (UDC).

Applicant is to provide the legal description electronically as a Word document to the City of Edgerton.

FOR OFFICE USE ONLY

Application No.: FS2021-11 Application Fee Paid: $ 504.80 Date Paid: 11-9-21 Receipt #: 62133

Publication Fee Paid: $ 184 Date Paid: 12-2-21 62314

Received By: Veronica Huffman

v.12.13.19

Surveyed Description

All that part of the Southeast quarter and Northeast quarter of Section 34, Township 14 South, Range 22 East in the city of Edgerton, Johnson County, Kansas, being more particularly described as follows:

Commencing at the quarter corner common to said Section 34 and Section 35 of the fore mentioned Township and Range, said point being monumented by a 2.5 inch aluminum disc; Thence South 01° 56' 05" East, along the East line of Section 34, a distance of 110.01 feet to a prolongation of the North right of way on West 187th Street;

Thence South 85° 36' 31" West, a distance of 50.05 feet to the West right of way line of Waverly Road and a 5/8ths inch bar set for the POINT OF BEGINNING;

Thence South 85° 36' 31" West along the North right of way line of West 187th Street, a distance of 1591.64 feet to a 5/8ths inch bar set and the beginning of a curve tangent to said line;

Thence westerly a distance of 82.25 feet along the curve concave to the north, having a radius of 990.00 feet and a central angle of 04° 45' 37" to a 5/8ths inch bar set;

Thence North 89° 37' 54" West, a distance of 49.78 feet to the beginning of a curve tangent to said line and a 5/8ths inch bar set;

Thence westerly a distance of 107.31 feet along the curve concave to the south, having a radius of 1291.69 feet and a central angle of 04° 45' 36" to a point of compound curvature to a 5/8ths inch bar set;

Thence westerly a distance of 116.60 feet along the arc of said curve concave to the southeast having a radius of 100.00 feet and a central angle of 66° 48' 24" to a 5/8ths inch bar set;

Thence South 02° 16' 39" East, a distance of 109.90 feet to a 5/8ths inch bar set;

Thence South 85° 38' 38" West, a distance of 350.82 feet to a 5/8ths inch bar set;

Thence North 53° 52' 24" East, a distance of 671.87 feet to the east-west centerline of Section 34;

Thence continuing North 53° 52' 24" East, a distance of 1930.08 feet to a ½ inch iron bar found with an “RIC KSLCS234” cap;

Thence North 88° 03' 39" East, a distance of 107.94 feet to a 5/8ths inch bar set;

Thence South 06° 10' 35" East, a distance of 111.58 feet to a ½ inch iron bar found with an “RIC KSLCS234” cap;

Thence South 01° 56' 24" East, a distance of 1005.52 feet to a ½ inch iron bar found with an “RIC KSLCS234” cap;

Thence South 01° 56' 05" East, a distance of 89.73 feet to the true POINT OF BEGINNING. Said tract containing 1,327,744 square feet or 30.481 acres more or less.

Note: This description was written in the performance of a survey by Tobin R. Roberts, Kansas PLS 1339, in October of 2021. All bearings are referenced to Kansas State Plane Grid North.

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PROPERTY OWNER NOTIFICATION AFFIDAVIT

Case No.: Preliminary Plat: PP2021-04; Final Site Plan: FS2021-11; Conditional Use permit: CU2021-04

I, Nathaniel Hagedorn, of lawful age being first duly sworn upon oath, state:

That I am the Manager of NorthPoint Development, LLC, Manager of Edgerton Land Holding Company, LLC (**Owner**) for the property for which the application was filed and did, not later than twenty (20) days prior to the date of the public hearing scheduled before the Edgerton Planning Commission, mail certified notice to all persons owning property within the notification area (two hundred (200) feet in the City of Edgerton, one thousand (1,000) feet in the unincorporated area of the subject property) in compliance with the Unified Development Code.
These notices were mailed on the 23rd day of November, 21.

Signature of Agent, Owner or Attorney

Subscribed and sworn to before me this 29th day of November, 2021.

Notary Public

My Commission Expires: 9-10-23 (SEAL)
Date

LISA L BEASLEY
Notary Public - Notary Seal
Platte County - State of Missouri
Commission Number 19497557
My Commission Expires Sep 10, 2023

404 East Nelson • Edgerton, KS 66021 • P: 913.893.6231 • F: 913.893.6232
EDGERTONKS.ORG

PROJECT DOOR
SITE PLANS

IN EDGERTON, JOHNSON COUNTY KANSAS



LOCATION MAP



Sheet List Table	
Sheet Number	Sheet Title
C-0001	COVER SHEET
C-0010	GENERAL NOTES
C-0100	EXISTING CONDITIONS PLAN
C-0200	SITE PLAN
C-0210	DIMENSION PLAN
C-0211	DIMENSION PLAN
C-0300	EROSION CONTROL PLAN
C-0400	GRADING PLAN
C-0420	SPOT ELEVATION PLAN
C-0421	SPOT ELEVATION PLAN
C-0500	STORM SEWER GENERAL LAYOUT
C-0501	STORM SEWER PLAN & PROFILE
C-0502	STORM SEWER PLAN & PROFILE
C-0503	STORM SEWER PLAN & PROFILE
C-0504	STORM SEWER PLAN & PROFILE
C-0505	STORM SEWER PLAN & PROFILE
C-0506	STORM SEWER PLAN & PROFILE
C-0507	STORM SEWER PLAN & PROFILE
C-0550	DRAINAGE PLAN
C-0900	UTILITY PLAN
C-2000	DETAIL SHEET
C-2001	DETAIL SHEET
L-0100	LANDSCAPE PLAN - OVERVIEW
A1.00	FLOOR PLAN
A4.01	BUILDING ELEVATIONS

PROJECT TEAM:

OWNER
EDGERTON LAND HOLDING COMPANY, LCC
4825 NW 41ST STREET, SUITE 500
RIVERSIDE, MO 64150
CONTACT: AARON BURKS
PHONE: 816.887.7380
EMAIL: ABURKS@NORTHPOINTKC.COM

DEVELOPER
NORTHPOINT DEVELOPMENT
4825 NW 41ST STREET, SUITE 500
RIVERSIDE, MO 64150
CONTACT: AARON BURKS
PHONE: 816.888.7380
EMAIL: ABURKS@NORTHPOINTKC.COM,COM

ENGINEER
SITEPOINT, LLC
4825 NW 41ST STREET, SUITE 500
RIVERSIDE, MO 64150
CONTACT: MELISSA G DEGONIA, P.E.
PHONE: 816.888.7380

SURVEY
SITEPOINT, LLC
4825 NW 41ST STREET, SUITE 500
RIVERSIDE, MO 64150
CONTACT: TOBIN ROBERTS
PHONE: 816.888.7380

ARCHITECT
STUDIO NORTH,
4825 NW 41ST STREET, SUITE 500
RIVERSIDE, MO 64150
CONTACT: BRANDON POLLMEIER
PHONE: 816.888.7380

CERTIFICATE:

RECEIVED AND PLACED ON RECORD THIS _____DAY OF _____ 20___

_____
ZONING ADMINISTRATOR

APPROVED BY THE EDGERTON CITY PLANNING COMMISSION THIS _____DAY OF _____, 20___

_____
CHAIR OF THE PLANNING COMMISSION

I CERTIFY THAT I HAVE REVIEWED THIS SITE PLAN AND WILL COMPLY WITH ALL SPECIFICATIONS, CHANGES, CONDITIONS REQUIRED DURING SITE PLAN APPROVAL AND AMENDMENTS HEREIN, AND THAT THIS INSTRUMENT CREATES A LEGALLY ENFORCEABLE OBLIGATION TO BUILD AND DEVELOP IN ACCORDANCE WITH ALL FINAL AGREEMENTS.

APPLICANT SIGNATURE: _____ DATE:_____

TITLE:_____ ORGANIZATION:_____

LEGAL DESCRIPTION

THE LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS FOLLOWS:

ALL THAT PART OF THE SOUTHEAST QUARTER AND NORTHEAST QUARTER OF SECTION 34, TOWNSHIP 14 SOUTH, RANGE 22 EAST IN THE CITY OF EDGERTON, JOHNSON COUNTY, KANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE QUARTER CORNER COMMON TO SAID SECTION 34 AND SECTION 35 OF THE FORE MENTIONED TOWNSHIP AND RANGE, SAID POINT BEING MONUMENTED BY A 2.5 INCH ALUMINUM DISC; THENCE SOUTH 01° 56' 05" EAST, ALONG THE EAST LINE OF SECTION 34, A DISTANCE OF 110.01 FEET TO A PROLONGATION OF THE NORTH RIGHT OF WAY ON WEST 187TH STREET;

THENCE SOUTH 85° 36' 31" WEST, A DISTANCE OF 50.05 FEET TO THE WEST RIGHT OF WAY LINE OF WAVERLY ROAD AND A 5/8THS INCH BAR SET FOR THE POINT OF BEGINNING;

THENCE SOUTH 85° 36' 31" WEST ALONG THE NORTH RIGHT OF WAY LINE OF WEST 187TH STREET, A DISTANCE OF 1591.84 FEET TO A 5/8THS INCH BAR SET AND THE BEGINNING OF A CURVE TANGENT TO SAID LINE;

THENCE WESTERLY A DISTANCE OF 82.25 FEET ALONG THE CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 590.00 FEET AND A CENTRAL ANGLE OF 04° 45' 37" TO A 5/8THS INCH BAR SET;

THENCE NORTH 89° 37' 54" WEST, A DISTANCE OF 49.78 FEET TO THE BEGINNING OF A CURVE TANGENT TO SAID LINE AND A 5/8THS INCH BAR SET;

THENCE WESTERLY A DISTANCE OF 107.31 FEET ALONG THE CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 1291.69 FEET AND A CENTRAL ANGLE OF 04° 45' 36" TO A POINT OF COMPOUND CURVATURE TO A 5/8THS INCH BAR SET;

THENCE WESTERLY A DISTANCE OF 116.60 FEET ALONG THE ARC OF SAID CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 100.00 FEET AND A CENTRAL ANGLE OF 66° 48' 24" TO A 5/8THS INCH BAR SET;

THENCE SOUTH 02° 16' 39" EAST, A DISTANCE OF 109.90 FEET TO A 5/8THS INCH BAR SET;

THENCE SOUTH 85° 38' 38" WEST, A DISTANCE OF 350.82 FEET TO A 5/8THS INCH BAR SET;

THENCE NORTH 53° 52' 24" EAST, A DISTANCE OF 671.87 FEET TO THE EAST-WEST CENTERLINE OF SECTION 34;

THENCE CONTINUING NORTH 53° 52' 24" EAST, A DISTANCE OF 1930.08 FEET TO A ½ INCH IRON BAR FOUND WITH AN "RC KSLCS234" CAP;

THENCE NORTH 88° 03' 39" EAST, A DISTANCE OF 107.94 FEET TO A 5/8THS INCH BAR SET;

THENCE SOUTH 06° 10' 35" EAST, A DISTANCE OF 111.58 FEET TO A 1/2 INCH IRON BAR FOUND WITH AN "RC KSLCS234" CAP;

THENCE SOUTH 01° 56' 24" EAST, A DISTANCE OF 1005.52 FEET TO A 1/2 INCH IRON BAR FOUND WITH AN "RC KSLCS234" CAP;

THENCE SOUTH 01° 56' 05" EAST, A DISTANCE OF 89.73 FEET TO THE TRUE POINT OF BEGINNING, SAID TRACT CONTAINING 1,327,744 SQUARE FEET OR 30.481 ACRES MORE OR LESS.

NOTE: THIS DESCRIPTION WAS WRITTEN IN THE PERFORMANCE OF A SURVEY BY TOBIN R. ROBERTS, KANSAS PLS 1339, IN OCTOBER OF 2021. ALL BEARINGS ARE REFERENCED TO KANSAS STATE PLANE GRID NORTH.

DATA TABLE	
SITE AREA	30.48
BUILDING S.F. OFFICE SPACE	10,603 S.F.
EMPLOYEES PARKING SPACES	24 STALLS

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NO.	REVISIONS/APPROVALS	DATE
	PERMIT SET	2021.10.29

REVIEWED BY: MGD
DESIGNED BY: D.H.
DRAWN BY: D.H.
SP PROJECT #: 2021-0061
PE: MELISSA G DEGONIA #25261

COVER SHEET

PROJECT DOOR
EDGERTON, JOHNSON COUNTY, KANSAS

SHEET #:

C-0001

S:\SITEPOINT DEPARTMENTS\1 PROJECTS_INDUSTRIAL\2021\2021-0061 PROJECT DOOR\CAD\PLANS\1 PLANS\C-0001 COVER SHEET.DWG

DISCLAIMER:

1. THE DESIGNS REPRESENTED IN THESE PLANS ARE IN ACCORDANCE WITH ESTABLISHED PRACTICES OF CIVIL ENGINEERING FOR THE DESIGN FUNCTIONS AND USES INTENDED BY THE OWNER AT THIS TIME. HOWEVER, NEITHER THE ENGINEER NOR ITS PERSONNEL CAN OR DO WARRANT THESE DESIGNS OR PLANS AS CONSTRUCTED EXCEPT IN THE SPECIFIC CASES WHERE THE ENGINEER INSPECTS AND CONTROLS THE PHYSICAL CONSTRUCTION ON A CONTEMPORARY BASIS AT THE SITE.

GENERAL NOTES:

1. CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING ALL UTILITIES, WHETHER PUBLIC OR PRIVATE, PRIOR TO EXCAVATION. CONTRACTOR SHALL NOTIFY THE ENGINEER OF ANY DISCREPANCY BETWEEN LOCATED UTILITIES AND UTILITIES SHOWN ON THE PLANS. THE OWNER, DEVELOPER, CIVIL ENGINEER, AND GOVERNMENT ENTITIES SHALL NOT BE HELD RESPONSIBLE FOR ACCURACY OR COMPLETENESS OF ANY SUCH INFORMATION. CONTRACTOR SHALL HAVE FULL RESPONSIBILITY FOR CHECKING ALL SUCH INFORMATION, LOCATING ALL UNDERGROUND FACILITIES, COORDINATING WITH THE FACILITY OWNERS, AND ANY DAMAGE THERETO RESULTING FROM THE WORK. THIS SHALL BE CONSIDERED A SUBSIDIARY ITEM OF THE WORK, THE COST OF WHICH SHALL BE INCLUDED IN THE CONTRACTOR'S BID FOR THE WORK.
2. ALL MATERIALS AND CONSTRUCTION SHALL CONFORM TO THE DETAILS AND SPECIFICATIONS SHOWN OR REFERENCED IN THESE PLANS. FOR WORK WITHIN CITY, COUNTY OR STATE RIGHT OF WAY, THE RESPECTIVE CITY, COUNTY OR STATE DEPARTMENT OF TRANSPORTATION (DOT) STANDARD DETAILS AND SPECIFICATIONS SHALL TAKE PRECEDENCE.
3. CONTRACTOR SHALL NOTIFY ANY AFFECTED OWNERS (UTILITY COMPANIES OR AGENCIES) IN WRITING AT LEAST 48 HOURS PRIOR TO CONSTRUCTION. NOTIFY KANSAS ONE CALL OR DIG SAFE SERVICE TO LOCATE EXISTING UTILITIES PRIOR TO ANY CONSTRUCTION ACTIVITIES.
4. CONTRACTOR SHALL VERIFY AND ACCEPT ALL TOPOGRAPHY, SURVEY MONUMENTS, CONTROL POINTS, AND BENCHMARKS SHOWN HEREIN. CONTRACTOR SHALL NOTIFY THE ENGINEER IF ANY DISCREPANCIES ARE FOUND PRIOR TO ANY CONSTRUCTION ACTIVITIES.
5. DIMENSIONS AND COORDINATES ARE PROVIDED TO INDICATE THE DESIGN INTENT OF THE ENGINEER. CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER OF ANY INCONSISTENCIES OR DISCREPANCIES FOUND DURING CONSTRUCTION. CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND COORDINATES PRIOR TO THE COMMENCEMENT OF CONSTRUCTION.
6. ALL CONSTRUCTION SHALL CONFORM TO LOCAL DESIGN AND CONSTRUCTION MANUALS APPLICABLE TO PRIVATE DEVELOPMENTS. WHERE DISCREPANCIES BETWEEN THESE PLANS AND LOCAL DESIGN AND CONSTRUCTION MANUALS EXIST THE LOCAL DESIGN AND CONSTRUCTION MANUALS SHALL GOVERN.
7. CONTRACTOR WILL BE RESPONSIBLE FOR SECURING ALL BONDS, INSURANCE, AND PERMITS REQUIRED BY THE CONTRACT DOCUMENTS, ALL GOVERNING AGENCIES HAVING JURISDICTION OVER THE WORK PROPOSED BY THESE DOCUMENTS, THE OWNER, AND THE DEVELOPER. THE COST FOR ALL BONDS AND INSURANCE SHALL BE INCLUDED IN THE CONTRACTOR'S BID FOR THE WORK.
8. CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVING AND DISPOSING OF ALL WASTE FROM THE PROPOSED PROJECT SITE. WASTE INCLUDES ALL DEMOLITION DEBRIS, UNSUITABLE FILL MATERIALS, TRASH, OR OTHERWISE USELESS OR DEFECTIVE MATERIALS THAT CONFLICT WITH THE PROPOSED IMPROVEMENTS. WASTE SHALL BE DISPOSED OF IN ACCORDANCE WITH ALL APPLICABLE JURISDICTIONAL AUTHORITY REQUIREMENTS.
9. CONTRACTOR SHALL PERFORM A FINAL CLEAN-UP OF ALL WORK IN THESE DOCUMENTS PRIOR TO ACCEPTANCE BY THE OWNER OR DEVELOPER. THE SITE SHALL BE CLEAN AND ORDERLY TO THE SATISFACTION OF THE OWNER OR DEVELOPER.
10. BUILDING INFORMATION, INCLUDING BUT NOT LIMITED TO BUILDING DIMENSIONS, DOOR LOCATIONS, DOCK LOCATIONS, RAMP LOCATIONS, DOWNSPOUTS LOCATIONS, AND UTILITY CONNECTIONS, IS SHOWN FOR REFERENCE ONLY. CONTRACTOR SHALL REFER TO ARCHITECTURAL, MEP, AND OTHER BUILDING SPECIFIC PLANS FOR SUCH INFORMATION. CONTRACTOR SHALL VERIFY THAT THERE ARE NO DISCREPANCIES BETWEEN THOSE PLANS AND THESE PLANS PRIOR TO CONSTRUCTION.
11. THERE MAY BE OTHER PROJECTS UNDER CONSTRUCTION, OR SCHEDULED TO SOON BEGIN CONSTRUCTION, IN THE IMMEDIATE VICINITY OF THIS PROJECT. CONTRACTOR SHALL COORDINATE THEIR PROPOSED CONSTRUCTION ACTIVITIES WITH THOSE OF THE OTHER CONTRACTORS.
12. BY USE OF THE DOCUMENTS, THE CONTRACTOR HEREBY ACCEPTS TO HOLD THE OWNER, DEVELOPER, AND ENGINEER HARMLESS FOR ANY AND ALL INJURIES, CLAIMS, LOSSES OR DAMAGES RELATED TO THE PROJECT.
13. ALL PAVEMENT SECTIONS IN THE PLANS ARE AT THE RECOMMENDATION OF THE GEOTECHNICAL ENGINEER. THE OWNER, DEVELOPER, AND CONTRACTOR SHALL HOLD THE CIVIL ENGINEER HARMLESS FOR ANY PAVEMENT SECTION DEFICIENCIES.
14. ALL QUANTITIES LISTED IN THESE PLANS ARE PROVIDED FOR REFERENCE ONLY.
15. CONTRACTOR SHALL VERIFY ALL QUANTITIES. IF THE CONTRACTOR USES QUANTITIES IN THESE PLANS, THE CONTRACTOR ACCEPTS THEM AS THEIR OWN AND AGREES TO HOLD THE CIVIL ENGINEER, OWNER, AND DEVELOPER HARMLESS FOR ANY ERRORS OR OMISSIONS IN THE QUANTITIES.
16. CONTRACTOR IS RESPONSIBLE FOR RESTORATION OF THE RIGHT OF WAY AND REPLACEMENT OF CURB, DRIVEWAYS, IRRIGATION SYSTEMS, SIDEWALKS, TRAFFIC SIGNALS, AND ANY OTHER IMPROVEMENTS WITHIN THE RIGHT OF WAY WHICH ARE DAMAGED DURING CONSTRUCTION. CONTRACTOR IS RESPONSIBLE FOR DOCUMENTING ANY IMPROVEMENTS WITHIN THE RIGHT OF WAY THAT ARE NOT CONSTRUCTED TO THE REGULATORY AUTHORITY'S SPECIFICATIONS PRIOR TO ANY CONSTRUCTION ACTIVITIES.
17. CONTRACTOR SHALL PROTECT ALL PROPERTY CORNERS AND SURVEY MONUMENTS. IF ANY ARE DISTURBED OR DAMAGED THEY SHALL BE RESET BY A PROFESSIONAL SURVEYOR LICENSED IN THE STATE OF KANSAS AT THE CONTRACTOR'S EXPENSE. CONTRACTOR SHALL HOLD THE OWNER, DEVELOPER, GOVERNMENT AND CIVIL ENGINEER HARMLESS FOR THIS EXPENSE OR ANY EXPENSE RESULTING FROM DISTURBING A PROPERTY CORNER OR SURVEY MONUMENT.
18. PRIOR TO ORDERING PRECAST STRUCTURES, SHOP DRAWINGS SHALL BE SUBMITTED TO THE ENGINEER FOR APPROVAL.
19. CONTRACTOR SHALL REPAIR ALL INFRASTRUCTURE TO REMAIN AND AREAS TO REMAIN UNDISTURBED THAT ARE DAMAGED BY CONSTRUCTION ACTIVITIES. CONTRACTOR REPAIR SHALL BE BETTER OR EQUAL TO THE PRECONSTRUCTION CONDITION.
20. CONTRACTOR SHALL MAINTAIN ONE SET OF AS-BUILT DRAWINGS ON SITE AND DISTRIBUTE THOSE DRAWINGS TO THE ENGINEER UPON COMPLETION.
21. CONTRACTOR SHALL COORDINATE WITH THE OWNER AND/OR DEVELOPER'S TESTING AGENCY FOR TESTING AND SPECIAL INSPECTIONS. COORDINATION WILL INCLUDE SCHEDULING, OBTAINING SAMPLES, AND NOTIFYING THE TESTING AGENCY. ANY RETESTING OR REINSPECTION AS A RESULT OF NONCOMPLIANCE WILL BE AT THE EXPENSE OF THE CONTRACTOR.
22. CONTRACTOR IS RESPONSIBLE FOR CONSTRUCTION STAKING.
23. CONTRACTOR SHALL PROTECT ALL TREES TO REMAIN. CONTRACTOR SHALL NOT OPERATE EQUIPMENT OR STORE MATERIALS UNDER THE DRIPLINES OF TREES TO REMAIN.
24. ALL PAINT ON ASPHALT OR CONCRETE PAVEMENT SHALL BE FAST DRY TRAFFIC MARKING PAINT. CONTRACTOR SHALL APPLY 2 COATS.'
25. IF LIVESTOCK OR OTHER DOMESTICATED ANIMALS ARE PRESENT ON SITE, CONTRACTOR SHALL COORDINATE WITH THE OWNER AND DEVELOPER TO PROVIDE TEMPORARY FENCING TO PROTECT THE ANIMALS.
26. CONTRACTOR IS RESPONSIBLE FOR PERFORMING ALL WORK IN COMPLIANCE WITH OSHA REGULATIONS.
27. CONTRACTOR SHALL SUPPLY THE OWNER/DEVELOPER WITH A LIST OF ALL SUBCONTRACTORS PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION.

DEMOLITION NOTES:

1. CONTRACTOR IS RESPONSIBLE FOR PROVIDING ADEQUATE PROTECTION FOR ANY EXISTING UTILITIES THAT ARE TO REMAIN.
2. FOR ANY UTILITIES REMOVED, CONTRACTOR SHALL PROVIDE TEMPORARY SERVICE TO THE SATISFACTION OF THE OWNER OR DEVELOPER.
3. FOR ANY UTILITIES REMOVED, CONTRACTOR SHALL LEAVE A GOOD CONNECTION POINT AND MARK THE TERMINATION POINT WITH A 4' METAL STAKE PAINTED WITH THE UTILITY'S CORRESPONDING APWA UNIFIED COLOR CODE FOR MARKING OF UNDERGROUND UTILITIES.
4. CONTRACTOR IS RESPONSIBLE FOR PRESERVING ANY IRRIGATION SYSTEMS NOT INDICATED TO BE REMOVED IN THE DEMOLITION PLANS.
5. CONTRACTOR SHALL PROVIDE CONTINUOUS ACCESS FOR THE SURROUNDING PROPERTIES AT ALL TIMES.
6. ANY EXCAVATION CONDUCTED AS PART OF DEMOLITION SHALL BE BACKFILLED WITH SUITABLE MATERIAL IN ACCORDANCE WITH THE GEOTECHNICAL ENGINEER'S REPORT.
7. ANY FENCES REMOVED TO FACILITATE CONSTRUCTION SHALL BE REPLACED AT THE EXISTING LOCATION OR THE PROPOSED LOCATION AS DIRECTED BY THE ENGINEER. ALL REPLACED FENCE SHALL BE OF THE SAME MATERIAL AND OF EQUAL OR GREATER CONDITION THAN PRIOR TO CONSTRUCTION.

SITE PLAN NOTES:

1. PARKING STRIPES SHALL BE 4-INCH WHITE PAINT.
2. HANDICAP STALL MARKINGS AND SIGNAGE SHALL BE CONSTRUCTED AT LOCATIONS SHOWN ON THE PLANS.
3. ALL PAVING DIMENSIONS ARE MEASURED FROM THE BACK OF CURB. WHERE NO CURB IN PROPOSED DIMENSIONS ARE MEASURED FROM THE EDGE OF PAVEMENT.
4. ALL DIMENSIONS SHOWN TO BUILDING ARE TO FACE OF BUILDING. REFER TO ARCHITECTURAL PLANS FOR BUILDING DIMENSIONS.
5. ALL STRIPING SHALL BE INCLUDED IN PAVING CONTRACTOR'S SCOPE OF WORK.
6. TRAFFIC CONTROL SIGNAGE SHALL BE FABRICATED AND INSTALLED PER THE NATIONAL MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD).
7. CURB RETURN RADII ARE 4' UNLESS OTHERWISE NOTED.

EROSION CONTROL NOTES:

1. ALL CONSTRUCTION ACTIVITIES DISTURBING ONE ACRE OR MORE MUST OBTAIN STORM WATER DISCHARGE AUTHORIZATION FROM THE KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT (KDHE). THE PRIMARY CONSTRUCTION SITE OPERATOR(S) MUST PREPARE AND IMPLEMENT A STORMWATER POLLUTION PREVENTION PLAN (SWPPP) THROUGHOUT CONSTRUCTION WHICH INCLUDES THE EROSION CONTROL PLAN AND OTHER BEST MANAGEMENT PRACTICES (BMPS) SPECIFIED IN THESE PLANS.
2. LARGE CONSTRUCTION ACTIVITIES DISTURBING 5 ACRES OR MORE SHALL SUBMIT NOTICE OF INTENT (NOI) TO KDHE AND POST THE NOI ON SITE AT LEAST SEVEN (7) DAYS PRIOR TO BEGINNING CONSTRUCTION. POSTED NOTICES SHALL BE MAINTAINED THROUGHOUT CONSTRUCTION.
3. CONTRACTOR SHALL REVISE THE SWPPP WHENEVER CHANGING SITE CONDITIONS OR A CHANGE IN DESIGN, CONSTRUCTION, OPERATION, OR MAINTENANCE HAS SIGNIFICANT EFFECT ON THE DISCHARGE OF POLLUTANTS NOT PREVIOUSLY ADDRESSED; OR WHEN RESULTS OF INSPECTIONS BY SITE OPERATORS OR AUTHORITIES HAVING JURISDICTION INDICATE THE SWPPP IS PROVING INEFFECTIVE IN ELIMINATING OR SIGNIFICANTLY MINIMIZING POLLUTANTS IN DISCHARGES FROM THE SITE.
4. CONTRACTOR TO IMPLEMENT EROSION CONTROL MEASURES ACCORDING TO THE SWPPP.
5. CONTRACTOR TO KEEP A COPY OF THE SWPPP AND A COPY OF THESE PLANS ON SITE AT ALL TIMES.
6. CONTRACTOR SHALL INCLUDE ALL REQUIRED INSPECTIONS, MONITORING, AND RECORDINGS OF SWPPP MANAGEMENT.
7. CONTRACTOR SHALL MAINTAIN EROSION CONTROL MEASURES TO THE SATISFACTION OF THE OWNER, DEVELOPER, ENGINEER, AND AUTHORITY HAVING JURISDICTION. CONTRACTOR SHALL INSPECT ALL EROSION CONTROL DEVICES IMMEDIATELY AFTER EACH HEAVY RAINSTORM AND AT LEAST DAILY DURING PROLONGED RAINFALL.
8. PRIOR TO COMMENCING SITE CLEARING, CONTRACTOR SHALL IMPLEMENT ALL PHASE 1 EROSION CONTROL MEASURES.
9. SITE SHALL BE CLEARED TO REMOVE ANY ORGANIC MATERIAL, EXISTING VEGETATION, AND GROWTH SUCH AS SHRUBS, STUMPS, BUSHES, UNDERBRUSH AND TREES UNLESS NOTED TO REMAIN. ALL SUCH MATERIALS ARE TO BE REMOVED FROM THE SITE OR BURNED ONLY AS PERMITTED BY THE LOCAL AUTHORITIES HAVING JURISDICTION.
10. DISTURBED AREAS WHERE CONSTRUCTION ACTIVITIES HAVE CEASED FOR 14 OR MORE DAYS SHALL BE TEMPORARILY SEEDED AND WATERED UNLESS CONSTRUCTION ACTIVITIES WILL RESUME WITHIN 21 DAYS IN THE AREA.
11. CONTRACTOR SHALL BE RESPONSIBLE FOR THE CONTROL OF EROSION AND SILTATION DURING ALL PHASES OF CONSTRUCTION.
12. CONTRACTOR IS RESPONSIBLE FOR PROVIDING ANY ADDITIONAL EROSION CONTROL MEASURES REQUIRED TO COMPLY WITH THE SWPPP AT HIS EXPENSE.
13. CONTRACTOR SHALL NOT REMOVE EROSION CONTROL MEASURES UNTIL ACCEPTABLE VEGETATION IS ESTABLISHED AS DEFINED BY THE GENERAL PERMIT.
14. CONTRACTOR SHALL WATER THE SEEDED AND SODDED AREAS UNTIL 95% OF VEGETATION IS ESTABLISHED.
15. IRRIGATION SYSTEMS MUST BE INSTALLED AND REPAIRED BY A LICENSED IRRIGATION CONTRACTOR. CONTRACTOR SHALL INSTALL ANY REQUIRED IRRIGATION SYSTEMS PRIOR TO SODDING OR HYDROSEEDING.
16. CONTRACTOR SHALL FILE NOTICE OF TERMINATION WITHIN 30 DAYS OF FINAL STABILIZATION. NOTICE CANNOT BE FILED UNTIL LOCAL JURISDICTION APPROVAL IS GRANTED.
17. THE INTENT OF THIS EROSION CONTROL PLAN IS TO ASSIST THE CONTRACTOR IN HIS RESPONSIBILITY TO PROVIDE ALL MATERIALS, TOOLS, EQUIPMENT AND LABOR NECESSARY TO CONTROL EROSION, SILTATION AND DISCHARGES OF SOIL MATERIAL INTO DOWNSTREAM SYSTEMS OR RECEIVING CHANNELS. IF ANY METHOD OF CONTROL FAILS, THE CONTRACTOR SHALL NOTIFY THE OWNER OR ENGINEER IMMEDIATELY, SO THE OWNER OR HIS AGENT CAN REVIEW THE CONTRACTOR'S PROPOSED METHOD OF REPAIR.
18. THIS PLAN INDICATES THE CRITICAL AREA(S) OF CONCERN AND THESE AREA(S) WILL BE CONTROLLED AT A MINIMUM. THE CONTROL MAY CONSIST OF TEMPORARY CONTROL MEASURES AS SHOWN ON THE PLANS OR ORDERED BY THE OWNER/DEVELOPER DURING THE LIFE OF THE CONTRACT TO CONTROL EROSION OR WATER POLLUTION.
19. THE OWNER OR DEVELOPER HAS THE AUTHORITY TO LIMIT THE SURFACE AREA OF ERODIBLE EARTH MATERIAL EXPOSED BY THE CONSTRUCTION OPERATION AND TO DIRECT THE CONTRACTOR TO PROVIDE CONSTRUCTION OPERATIONS AND TO DIRECT THE CONTRACTOR TO PROVIDE IMMEDIATE PERMANENT OR TEMPORARY POLLUTION CONTROL MEASURE TO PREVENT CONTAMINATION OF ADJACENT WATERS OR CONVEYANCES.

EARTHWORK AND GRADING NOTES:

1. ALL SITE PREPARATION, GRADING, EXCAVATION AND EMBANKMENT SHALL CONFORM TO THE GEOTECHNICAL ENGINEER'S REPORT AND RECOMMENDATIONS.
2. ALL GRADED AREAS SHOULD BE STRIPPED OF TOPSOIL, VEGETATION, ROOTS, STUMPS, DEBRIS, AND OTHER ORGANIC MATERIALS.
3. CONTRACTOR IS RESPONSIBLE FOR DEWATERING AND IT SHALL BE PERFORMED AT HIS EXPENSE.
4. MEDIANS, LANDSCAPE AREAS, AND CURB ISLANDS SHOULD BE GRADED TO DRAIN WATER OVER THE CURB OR ADJACENT PAVEMENT TO PREVENT PONDING UNLESS NOTED OTHERWISE.
5. CONTRACTOR SHALL PROVIDE THE ENGINEER WITH THEIR ESTIMATE OF EARTHWORK QUANTITIES PRIOR TO THE START OF CONSTRUCTION SO THAT ANY NECESSARY SITE MODIFICATION CAN BE ADDRESSED PRIOR TO CONSTRUCTION.
6. CONTRACTOR SHALL INCLUDE ALL ROCK EXCAVATION QUANTITIES WHERE NECESSARY TO MEET DESIGN GRADE. CONTRACTOR TO SPECIFY METHOD FOR SUCH EXCAVATION.
7. SUBGRADE SOIL SHALL BE PREPARED IN ACCORDANCE WITH THE GEOTECHNICAL ENGINEER'S RECOMMENDATIONS.
8. CONTRACTOR SHALL GRADE LANDSCAPED AREAS TO PROVIDE POSITIVE DRAINAGE AWAY FROM BUILDINGS. HOLD DOWN SUBGRADE AS NEEDED FOR TOPSOIL AND MULCH PLACEMENT.
9. SPOT ELEVATIONS SHOWN HEREIN SHALL GOVERN OVER CONTOURS.
10. STOCKPILE AND HAUL ROAD LOCATIONS SHALL BE APPROVED BY THE ENGINEER, AUTHORITY HAVING JURISDICTION, AND OWNER.
11. CONTRACTOR SHALL BACKFILL ALL CURBS WITHIN 72 HOURS OF PLACEMENT.
12. ALL AREAS TO BE STABILIZED WITH VEGETATION OR MULCH SHALL HAVE A MINIMUM OF SIX (6) INCHES OF TOPSOIL, UNLESS OTHERWISE SPECIFIED ON THE LANDSCAPING PLAN.
13. PRIOR TO FINAL ACCEPTANCE OF THE PROJECT, ALL SLOPES AND AREAS DISTURBED BY CONSTRUCTION SHALL BE GRADED SMOOTH, TOPSOIL APPLIED, AND VEGETATION ESTABLISHED AS REQUIRED BY THE LOCAL JURISDICTION AND OWNER.

PAVING NOTES:

1. CONTRACTOR SHALL MATCH EXISTING ELEVATIONS AT PAVEMENT CONNECTIONS, PROVIDE POSITIVE DRAINAGE TO PREVENT PONDING, AND PROVIDE A SMOOTH TRANSITION BETWEEN EXISTING AND PROPOSED IMPROVEMENTS.
2. CONTRACTOR SHALL PROVIDE A FULL DEPTH SAW-CUT AND SMOOTH TRANSITION AT CONNECTION TO EXISTING PAVEMENT AND CURB.
3. CONTRACTOR SHALL NOT DAMAGE OR DISTURB EXISTING REINFORCING STEEL FOR SITE WORK. ALL REINFORCING SHALL BE INSTALLED WITH CHAIRS PER THE PLANS AND SPECIFICATIONS.
4. SUBGRADE SHALL BE MAINTAINED TO WITHIN THE SPECIFIED REQUIREMENTS OF MOISTURE AND DENSITY UNTIL PAVING IS PLACED. PRIOR TO PLACING PAVEMENT, THE CONTRACTOR SHALL RE-TEST THE AREAS SELECTED BY THE CONSTRUCTION MATERIALS TESTING LAB PERSONNEL AT THE CONTRACTOR'S EXPENSE IF THE SUBGRADE HAS BEEN PLACED AND ACCEPTED FOR LONGER THAN TEN DAYS AND NO PAVEMENT HAS BEEN PLACED.
5. PAVING CONTRACTOR TO VERIFY AND COORDINATE THE INSTALLATION OF ALL SLEEVES AND CONDUIT UNDER PAVEMENT FOR THE IRRIGATION SYSTEM, IRRIGATION CONTROLS, ELECTRICAL, SITE LIGHTING AND SIGNAGE, COMMUNICATION, AND LOW VOLTAGE WIRING PRIOR TO THE PLACEMENT OF PAVEMENT. ALL CONDUIT SHALL BE INSTALLED ACCORDING TO THE STANDARDS AND SPECIFICATION OF THE UTILITY AND/OR SHALL BE 4" SCHEDULE 40 PVC UNLESS OTHERWISE NOTED.
6. CONTRACTOR SHALL AVOID CONSTRUCTING NON-SQUARE SHAPED PANELS, PANELS WITH SHARP ANGLES, AND PANELS WITH LENGTH TO WIDTH RATIOS GREATER THAN 3:1.
7. ALL JOINTS ARE TO CONTINUE THROUGH THE CURB.
8. ALL EXPANSION JOINTS SHALL CONFORM TO THE STANDARDS AND SPECIFICATION OF THE LOCAL JURISDICTION. IF LOCAL STANDARDS ARE NOT AVAILABLE THEY SHALL CONFORM TO KANSAS DOT STANDARDS.

ADA NOTES:

1. ALL ACCESSIBLE ROUTE CONSTRUCTION SHALL CONFORM TO THE LATEST VERSION OF THE AMERICANS WITH DISABILITIES ACT (ADA) STANDARDS FOR ACCESSIBLE DESIGN PUBLISHED BY THE DEPARTMENT OF JUSTICE (DOJ) AND THE PROPOSED ACCESSIBILITY GUIDELINES FOR PEDESTRIAN FACILITIES IN THE PUBLIC RIGHT OF WAY PUBLISHED BY THE UNITED STATES ACCESSIBILITY BOARD.
2. OTHER THAN RAMPS AND RAMP RUNS, WALKING SURFACES MUST HAVE A RUNNING SLOPE NOT STEEPER THAN 1:20 (V:H).
3. THE CROSS SLOPE OF WALKING SURFACES SHALL NOT BE STEEPER THAN 2%.
4. THE MINIMUM WIDTH FOR A LINEAR SEGMENT OF ACCESSIBLE ROUTE SHALL BE 36 INCHES.
5. WHERE THE ACCESSIBLE ROUTE MAKES A 180 DEGREE TURN AROUND AN ELEMENT WHICH IS LESS THAN 48 INCHES WIDE, CLEAR WIDTH SHALL BE 42 INCHES MINIMUM APPROACHING THE TURN, 48 INCHES MINIMUM AT THE TURN AND 42 INCHES LEAVING THE TURN.
6. AN ACCESSIBLE ROUTE WITH A CLEAR WIDTH LESS THAN 60 INCHES SHALL PROVIDE PASSING SPACES AT INTERVALS OF 200 FEET MAXIMUM. PASSING SPACES SHALL BE 60 INCH BY 60 INCH MINIMUM.
7. RAMP RUNS SHALL HAVE A RUNNING SLOPE NOT STEEPER THAN 1:12 (V:H).
8. RAMP RUNS WITH A RISE GREATER THAN 6 INCHES SHALL HAVE HANDRAILS.
9. RAMP LANDINGS WITH A MAXIMUM SLOPE OF 1:48 (V:H) SHALL BE PROVIDED BEFORE AND AFTER RAMP RUNS.
10. THE MAXIMUM RISE OF A RAMP RUN SHALL BE 30 INCHES.
11. THE MAXIMUM COUNTER SLOPE BETWEEN PAVEMENT AND THE CURB AT A CURB RAMP SHALL BE 1:20.
12. CURB RAMP LANDINGS WITH A MAXIMUM SLOPE OF 1:48 SHALL BE PROVIDED AT THE TOP OF CURB RAMPS WITH A CLEAR WIDTH OF 60 INCHES.
13. DETECTABLE WARNING SURFACES COMPLYING WITH THE LATEST ADA STANDARDS SHALL BE PROVIDED AT PEDESTRIAN STREET CROSSINGS AND REFUGE ISLANDS.
14. PASSENGER LOADING ZONES SHALL BE PROVIDED ADJACENT TO ANY ADA ACCESSIBLE STALL AND HAVE A 2% MAXIMUM SLOPE IN ALL DIRECTIONS.
15. CONTRACTOR IS RESPONSIBLE FOR VERIFYING ALL SIDEWALKS, RAMPS, ACCESSIBLE PATHS, AND ACCESSIBLE PARKING AREAS COMPLY WITH THE ADA.

UTILITY NOTES:

1. CONTRACTOR SHALL INSTALL UTILITIES TO AVOID CONFLICTS WITH OTHER UTILITIES AND STRUCTURES. PRIOR TO INSTALLATION OF ANY PROPOSED UTILITY, CONTRACTOR SHALL EXCAVATE, VERIFY AND CALCULATE ALL CROSSINGS WITH EXISTING UTILITIES AND STRUCTURES. THE ENGINEER WILL BE HELD HARMLESS IN THE EVENT THE ENGINEER IS NOT NOTIFIED OF CONFLICTS WITH EXISTING UTILITIES.
2. CONTRACTOR SHALL PLACE 3/4" WASHED ROCK TO 6" BELOW AND 6" ABOVE THE UTILITY LINE IF GROUNDWATER IS ENCOUNTERED DURING INSTALLATION.
3. CONTRACTOR SHALL COORDINATE WITH AND ADHERE TO THE REQUIREMENTS OF OWNERS AND AUTHORITIES HAVING JURISDICTION WHEN MAKING CONNECTIONS TO EXISTING UTILITIES.
4. CONTRACTOR SHALL ADJUST ALL HYDRANTS, VALVE BOXES, CLEAN OUTS AND MANHOLE RIMS TO FINAL GRADE.
5. CONTRACTOR SHALL COORDINATE THE FINAL LOCATION OF ELECTRIC, TELEPHONE, AND GAS SERVICE WITH EACH RESPECTIVE UTILITY COMPANY, AND SHALL INCLUDE ALL ASSOCIATED COSTS IN THE BID.
6. CONTRACTOR SHALL REMOVE OR RELOCATE ONSITE UTILITY POLES AS REQUIRED TO COMPLETE THE WORK. CONTRACTOR SHALL ALSO PROVIDE TEMPORARY SERVICE IF REMOVAL WILL IMPACT SERVICE.
7. CONTRACTOR SHALL EXERCISE EXTREME CAUTION WHEN WORKING ADJACENT TO EXISTING UTILITIES.
8. IN THE EVENT EXISTING UTILITIES TO REMAIN ARE DAMAGED, CONTRACTOR SHALL IMMEDIATELY NOTIFY THE OWNER OF THE RESPECTIVE UTILITY. IF THERE IS AN IMMEDIATE THREAT OF DANGER TO THE GENERAL PUBLIC, CONTRACTOR SHALL IMMEDIATELY NOTIFY LOCAL EMERGENCY PERSONNEL. CONTRACTOR IS RESPONSIBLE FOR REPLACING OR REPAIRING ANY DAMAGE.
9. CONTRACTOR SHALL ACHIEVE COMPACTION TO 95% STANDARD PROCTOR IN AREAS EXCAVATED AT THE BUILDING FOR UTILITY CONNECTION.
10. UTILITIES SHOULD BE INSTALLED AS SHOWN ON THE PLANS. HOWEVER, FIELD ADJUSTMENTS APPROVED BY THE ENGINEER MAY BE MADE TO PROTECT TREES, STRUCTURES, EXISTING INFRASTRUCTURE, OR TO ACCOMMODATE OTHER ENVIRONMENT OR ECONOMIC CONSTRAINTS ENCOUNTERED DURING CONSTRUCTION.
11. CONTRACTOR SHALL MAKE APPLICATION WITH THE APPROPRIATE UTILITY COMPANIES FOR ALL NECESSARY METERS.

STORM SEWER NOTES:

1. CONTRACTOR SHALL INSTALL STORM SEWER LINES TO AVOID CONFLICTS WITH OTHER UTILITIES AND STRUCTURES. PRIOR TO INSTALLATION, CONTRACTOR SHALL EXCAVATE, VERIFY AND CALCULATE ALL CROSSINGS WITH EXISTING UTILITIES AND STRUCTURES. THE ENGINEER WILL BE HELD HARMLESS IN THE EVENT THE ENGINEER IS NOT NOTIFIED OF CONFLICTS WITH EXISTING UTILITIES.
2. CONTRACTOR SHALL MAINTAIN MINIMUM SEPARATION REQUIREMENTS FROM OTHER UTILITIES AS REQUIRED AUTHORITIES HAVING JURISDICTION. IF THERE ARE MULTIPLE SEPARATION REQUIREMENTS THE MOST STRINGENT SHALL GOVERN. FIX NUMBERING BELOW.
3. ALL PIPES SHALL BE GROUTED AT THE CONNECTION TO THE STORM SEWER STRUCTURE. CONNECTIONS SHALL BE WATERTIGHT.
4. ALL STRUCTURE COORDINATES ARE THE CENTER OF THE STRUCTURE
5. PIPE LENGTHS PROVIDED ON PLANS ARE FROM CENTER OF STRUCTURE TO CENTER OF STRUCTURE.
6. ALL PIPES SHALL BE INSTALLED ACCORDING TO THE MANUFACTURERS SPECIFICATIONS.
7. HDPE PIPE SHALL CONFORM TO AASHTO M294, TYPE S OR AASHTO M252, TYPE S, AS APPLICABLE TO THE RESPECTIVE PIPE'S SIZE.
8. RCP SHALL BE MANUFACTURED IN ACCORDANCE WITH THE PROVISIONS OF ASTM C-76.
9. RCP CLASS, WALL THICKNESS, AND BEDDING MATERIAL SHALL BE SELECTED IN ACCORDANCE WITH ASCE 15-17 AND ADEQUATE FOR AASHTO HS25 LOADING.
10. ALL STORM SEWER MANHOLE COVERS IN PAVED AREAS SHALL BE RATED FOR HS25 LOADING AND FLUSH WITH THE PAVEMENT.
11. CONTRACTOR SHALL ADJUST ALL STRUCTURE LIDS SO THEY ARE FLUSH WITH THE PAVEMENT OR 6" ABOVE FINISHED GRADE.
12. CONTRACTOR SHALL FILL AND COMPACT TO A MINIMUM OF 18" ABOVE THE TOP OF PIPE BEFORE TRENCHING FOR INSTALLATION OF STORM SEWERS.
13. PUBLIC STORM SEWER SHALL BE PER THE STANDARDS AND SPECIFICATIONS OF THE LOCAL GOVERNING AGENCY.

SANITARY SEWER NOTES:

1. CONTRACTOR SHALL INSTALL SANITARY SEWER LINES TO AVOID CONFLICTS WITH OTHER UTILITIES AND STRUCTURES. PRIOR TO INSTALLATION, CONTRACTOR SHALL EXCAVATE, VERIFY AND CALCULATE ALL CROSSINGS WITH EXISTING UTILITIES AND STRUCTURES. THE ENGINEER WILL BE HELD HARMLESS IN THE EVENT THE ENGINEER IS NOT NOTIFIED OF CONFLICTS WITH EXISTING UTILITIES.
2. CONTRACTOR SHALL MAINTAIN MINIMUM SEPARATION REQUIREMENTS FROM OTHER UTILITIES AS REQUIRED AUTHORITIES HAVING JURISDICTION. IF THERE ARE MULTIPLE SEPARATION REQUIREMENTS THE MOST STRINGENT SHALL GOVERN.
3. CONTRACTOR IS RESPONSIBLE FOR PERFORMING ANY TESTING AS REQUIRED BY THE AUTHORITY HAVING JURISDICTION. THIS TESTING SHALL BE DONE AT NO ADDITIONAL COST TO THE OWNER.
4. PRIVATE SANITARY SEWER SHALL BE SDR-35 PVC AND SDR-26 WHERE DEPTHS EXCEED 12'. ALL SANITARY SEWER PIPE FITTING SHALL CONFORM TO ASTM D3034.
5. TRENCH BACKFILL COMPACTION SHALL BE TESTED AS REQUIRED BY THE GEOTECHNICAL ENGINEER. IF NO RECOMMENDATIONS ARE PROVIDED BY THE GEOTECHNICAL ENGINEER TESTING SHOULD BE CONDUCTED PER EVERY 12 INCH LIFT (LOOSE) AND AT LEAST 1 TEST PER EVERY 100 LF OF SEWER. TESTING SHOULD BE STAGGERED SO TESTING IS NOT DONE OVER TESTING IN A PREVIOUS LIFT.
6. CONTRACTOR SHALL FILL AND COMPACT TO A MINIMUM OF 18" ABOVE THE TOP OF PIPE BEFORE TRENCHING FOR INSTALLATION OF SANITARY SEWERS.
7. PUBLIC SANITARY SEWER SHALL SHALL BE PER THE STANDARDS AND SPECIFICATIONS OF THE LOCAL GOVERNING AGENCY.

WATER LINE NOTES:

1. CONTRACTOR SHALL COORDINATE WITH THE LOCAL GOVERNING AGENCY FOR CONNECTION TO EXISTING WATER.
2. UNLESS NOTED OTHERWISE, PRIVATE WATER LINES 4" OR LARGER IN DIAMETER SHALL BE C900 DR-19 PVC MINIMUM CLASS 150, WITH NSF SEAL, PRESSURE TESTED AND DISINFECTED IN ACCORDANCE WITH THE NCTCOG STANDARD SPECIFICATIONS. SERVICE LINE CONNECTORS SHALL BE COMPRESSION TYPE WITH STAINLESS STEEL TUBE LINERS.
3. CORPORATION STOPS SHOULD BE TESTED FOR LEAKAGE AND FULL FLOW WHEN SYSTEM IS PRESSURE TESTED.
4. CONTRACTOR SHALL BE REQUIRED FOR DISINFECTION, CHLORINATION, AND FLUSHING REQUIREMENTS. THIS INCLUDES PROVIDING TEMPORARY ISOLATION VALVES, PLUGS, INJECTION PORTS, FLUSHING VALVES, TOOLS, AND EQUIPMENT NECESSARY TO COMPLETE THE TASK. THE CONTRACTOR SHALL CONTACT THE WATER UTILITY 48 HOURS PRIOR TO FLUSHING WATERLINES.
5. ALL WATERLINE FITTINGS SHALL BE DUCTILE IRON MECHANICAL JOINTS
6. CONTRACTOR SHALL INSTALL HORIZONTAL BLOCKING IN ACCORDANCE WITH APPLICABLE CITY DETAILS, EVEN IF NO BLOCKING IS SHOWN ON THE PLANS. CONCRETE BLOCKING SHALL BE PLACED AT ALL VALVES, BENDS, TEES, AND PLUGS. CONTRACTOR SHALL KEEP BELLS AND FLANGES CLEAN OF CONCRETE.
7. CONTRACTOR SHALL REMOVE ANY BLOCKING OR RESTRAINTS THAT PROHIBIT THE CONTRACTOR FROM PERFORMING THEIR WORK. CONTRACTOR SHALL REPLACE ANY REMOVED BLOCKING OR RESTRAINTS AT HIS EXPENSE IF REQUIRED BY THE AUTHORITY HAVING JURISDICTION.
8. CONTRACTOR SHALL MAINTAIN 42 INCHES OF MINIMUM COVER OVER ALL WATER LINES (INCLUDING FIRE LINES).
9. CONTRACTOR SHALL MAINTAIN ALL DEFLECTION AND JOINT STRESSES WITHIN MANUFACTURER RECOMMENDATIONS.
10. IN THE EVENT OF A CONFLICT WITH A UTILITY, THE CONTRACTOR SHALL ADJUST THE WATERLINE DOWNWARD UNDER THE CONFLICTING UTILITY.
11. ALL VALVES AT THE END OF A LINE SHALL BE PLUGGED AND BLOCKED.
12. PUBLIC WATER LINES SHALL BE PER THE STANDARDS AND SPECIFICATIONS OF THE LOCAL GOVERNING AGENCY.

FIRE PROTECTION NOTES:

1. FIRE APPARATUS ACCESS ROADS AND FIRE LANES SHALL BE MARKED WITH RED PAINTED LINES, 6 INCHES IN WIDTH, TO DELINEATE THE BOUNDARY OF THE LANES.
2. THE WORDS "NO PARKING FIRE LANE" SHALL BE PAINTED IN 4 INCH WHITE LETTERS EVERY 25 FEET ON THE BORDER OF THE FIRE LANE OR ON THE FACE OF CURB WHERE AVAILABLE.
3. THE FACE OF THE CURB SHALL BE PAINTED RED WHERE THE CURB IS THE BOUNDARY OF THE FIRE LANE.
4. ALL FIRE PROTECTION WORK MUST BE PERMITTED AND APPROVED BY THE APPLICABLE FIRE MARSHAL HAVING JURISDICTION
5. CONTRACTOR SHALL PRESSURE TEST ALL FIRE PROTECTION LINES TO THE SATISFACTION OF THE OWNER AND THE CITY'S FIRE MARSHAL.
6. ALL FIRE HYDRANTS SHALL BE LOCATED IN ACCORDANCE WITH CURRENTLY PUBLISHED CITY DESIGN STANDARDS.

TRAFFIC CONTROL NOTES:

1. CONTRACTOR IS RESPONSIBLE FOR PROVIDING TRAFFIC CONTROL AS REQUIRED BY THE LOCAL GOVERNING AGENCY.
2. CONTRACTOR SHALL PREPARE, FURNISH, MAINTAIN, ALL TRAFFIC CONTROL DEVICES THROUGHOUT CONSTRUCTION. CONTRACTOR SHALL REMOVE TRAFFIC CONTROL DEVICES UPON COMPLETION.
3. CONTRACTOR IS RESPONSIBLE FOR PROVIDING A TRAFFIC CONTROL AND SEQUENCING PLAN AND OBTAINING A TRAFFIC CONTROL PERMIT IF REQUIRED BY THE LOCAL GOVERNING AGENCY.
4. CONTRACTOR SHALL COORDINATE WITH ADJACENT PROPERTY OWNERS AND AUTHORITIES HAVING JURISDICTION FOR ROAD OR DRIVEWAY CLOSURES.

FLOODPLAIN NOTES:

1. CONTRACTOR SHALL NOT PERFORM WORK IN ANY FLOOD ZONE WITHOUT OBTAINING PERMITS FROM AUTHORITIES HAVING JURISDICTION. CONTRACTOR SHALL HOLD THE OWNER, DEVELOPER, LOCAL GOVERNMENT AND ENGINEER HARMLESS AGAINST SUCH VIOLATION.

WETLANDS NOTES:

1. ANY DEVELOPMENT, EXCAVATION, CONSTRUCTION OR FILLING IN A U.S. CORPS OF ENGINEERS DESIGNATED WETLAND IS SUBJECT TO LOCAL, STATE AND FEDERAL APPROVALS. CONTRACTOR SHALL COMPLY WITH ALL PERMIT REQUIREMENTS AND/OR RESTRICTIONS AND ANY VIOLATION WILL BE SUBJECT TO FEDERAL PENALTY. CONTRACTOR SHALL HOLD THE OWNER, DEVELOPER, LOCAL GOVERNMENT AND ENGINEER HARMLESS AGAINST SUCH VIOLATION.

LEGEND

GENERAL	
	EXISTING TREELINE
	PROPOSED TREELINE
	EXISTING SIDEWALK
	PROPOSED SIDEWALK
	FUTURE SIDEWALK
	EXISTING BUILDINGS
	PROPOSED BUILDINGS
	FUTURE BUILDINGS
	EXISTING EDGE OF PAVEMENT
	PROPOSED EDGE OF PAVEMENT
	FUTURE EDGE OF PAVEMENT
	EXISTING ROADWAY CENTER LINE
	PROPOSED ROADWAY CENTER LINE
	FUTURE ROADWAY CENTER LINE
	EXISTING CURB & GUTTER
	PROPOSED CURB & GUTTER
	FUTURE CURB & GUTTER
EASEMENTS & SETBACKS	
A.E.	ACCESS EASEMENT
B.M.P.	BEST MANAGEMENT PRACTICE EASEMENT
B.L.	BUILDING SETBACK
COMM. E.	COMMUNICATION EASEMENT
C.G.E.	CONSTRUCTION GRADING EASEMENT
F.P.E.	FLOOD PLAIN EASEMENT
L.S.	LANDSCAPE EASEMENT
G.E.	NATURAL GAS EASEMENT
P.L.E.	POWER\ELECTRIC LINE EASEMENT
P.S.	PARKING SETBACK
S.B.	STREAM BUFFER
S.D.E.	SURFACE DRAINAGE EASEMENT
S.E.	SANITARY SEWER EASEMENT
D.E.	STORM DRAINAGE EASEMENT
TEMP. ESMT.	TEMPORARY EASEMENT
U.E.	UTILITY EASEMENT
W.E.	WATER EASEMENT
F.Y.S	FRONT YARD SETBACK
R.Y.S.	REAR YARD SETBACK
S.Y.S.	SIDE YARD SETBACK
CONTOURS	
100	EXISTING INDEX CONTOURS
100	EXISTING INTERMEDIATE CONTOURS
100	PROPOSED INDEX CONTOURS
100	PROPOSED INTERMEDIATE CONTOURS
100	FUTURE INDEX CONTOURS
100	FUTURE INTERMEDIATE CONTOURS
BOUNDARIES	
	SECTION LINE
PL	EXISTING PROPERTY BOUNDARY
PL	PROPOSED PROPERTY BOUNDARY
PL	FUTURE PROPERTY BOUNDARY
LL	EXISTING LOT LINE
LL	PROPOSED LOT LINE
LL	FUTURE LOT LINE
R/W	EXISTING RIGHT-OF-WAY
R/W	PROPOSED RIGHT-OF-WAY
R/W	FUTURE RIGHT-OF-WAY
UTILITIES	
	EXISTING COMMUNICATIONS LINE
	PROPOSED COMMUNICATIONS LINE
	FUTURE COMMUNICATIONS LINE
	EXISTING NATURAL GAS LINE
	PROPOSED NATURAL GAS LINE
	FUTURE NATURAL GAS LINE
	EXISTING POWER\ELECTRIC LINE
	PROPOSED POWER\ELECTRIC LINE
	FUTURE POWER\ELECTRIC LINE
	EXISTING SANITARY SEWER
	PROPOSED SANITARY SEWER
	FUTURE SANITARY SEWER
	EXISTING STORM SEWER
	PROPOSED STORM SEWER
	FUTURE STORM SEWER
	EXISTING WATER LINE
	PROPOSED WATER LINE
	FUTURE WATER LINE

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NO.:	REVISIONS/APPROVALS:	DATE:
	PERMIT SET	2021.10.29

REVIEWED BY: MD
DESIGNED BY: D.H
DRAFTED BY: D.H
SP PROJECT #: 0294
MELISSA G DEGONIA, P.E. #22961

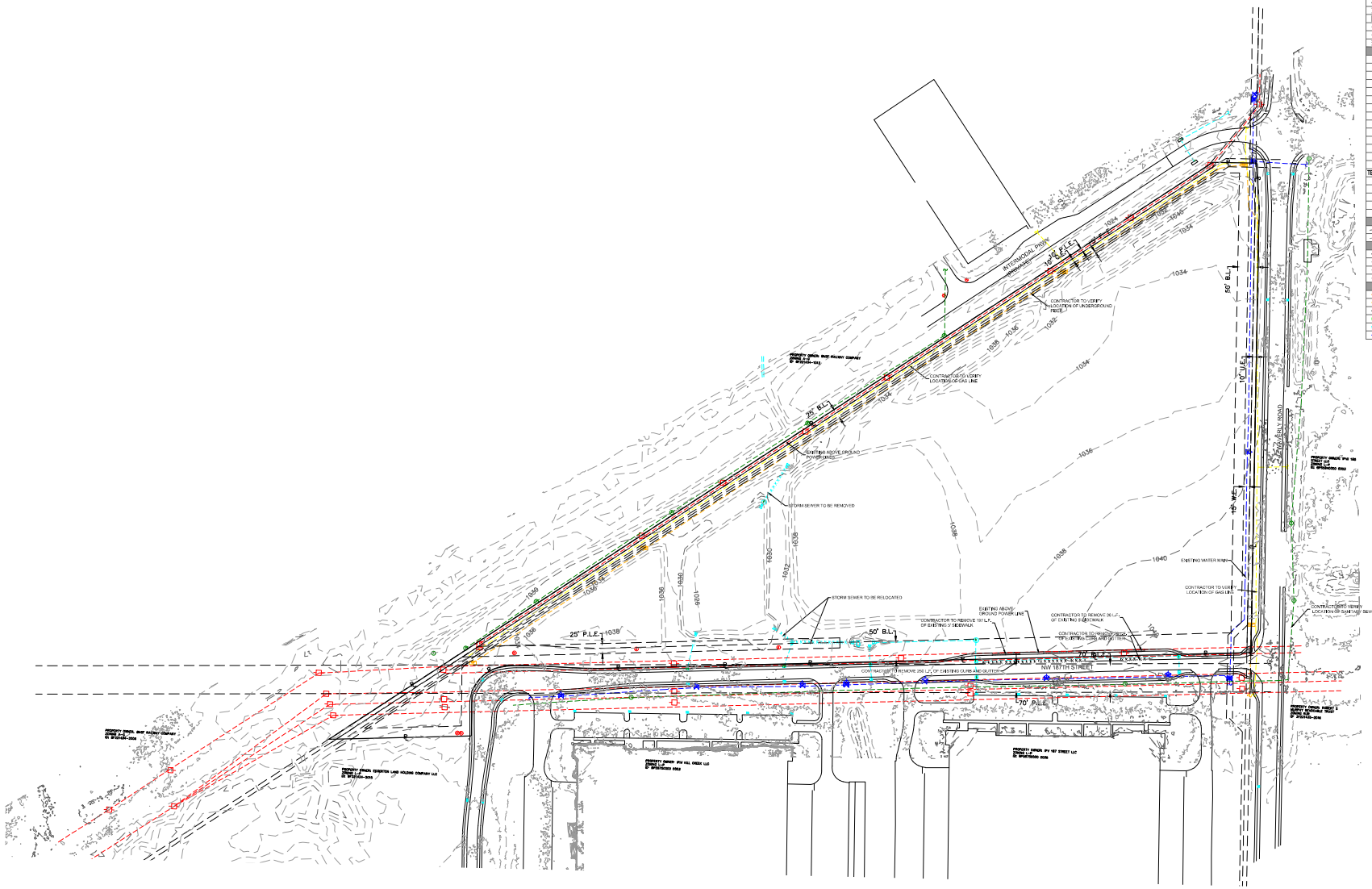
GENERAL NOTES

PROJECT DOOR
EDGERTON, JOHNSON COUNTY, KANSAS

SHEET #:

C-0010

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NO.	REVISIONS/APPROVALS	DATE
	PERMIT SET	2021-10-29
1	Revised per city comments	2021-11-30

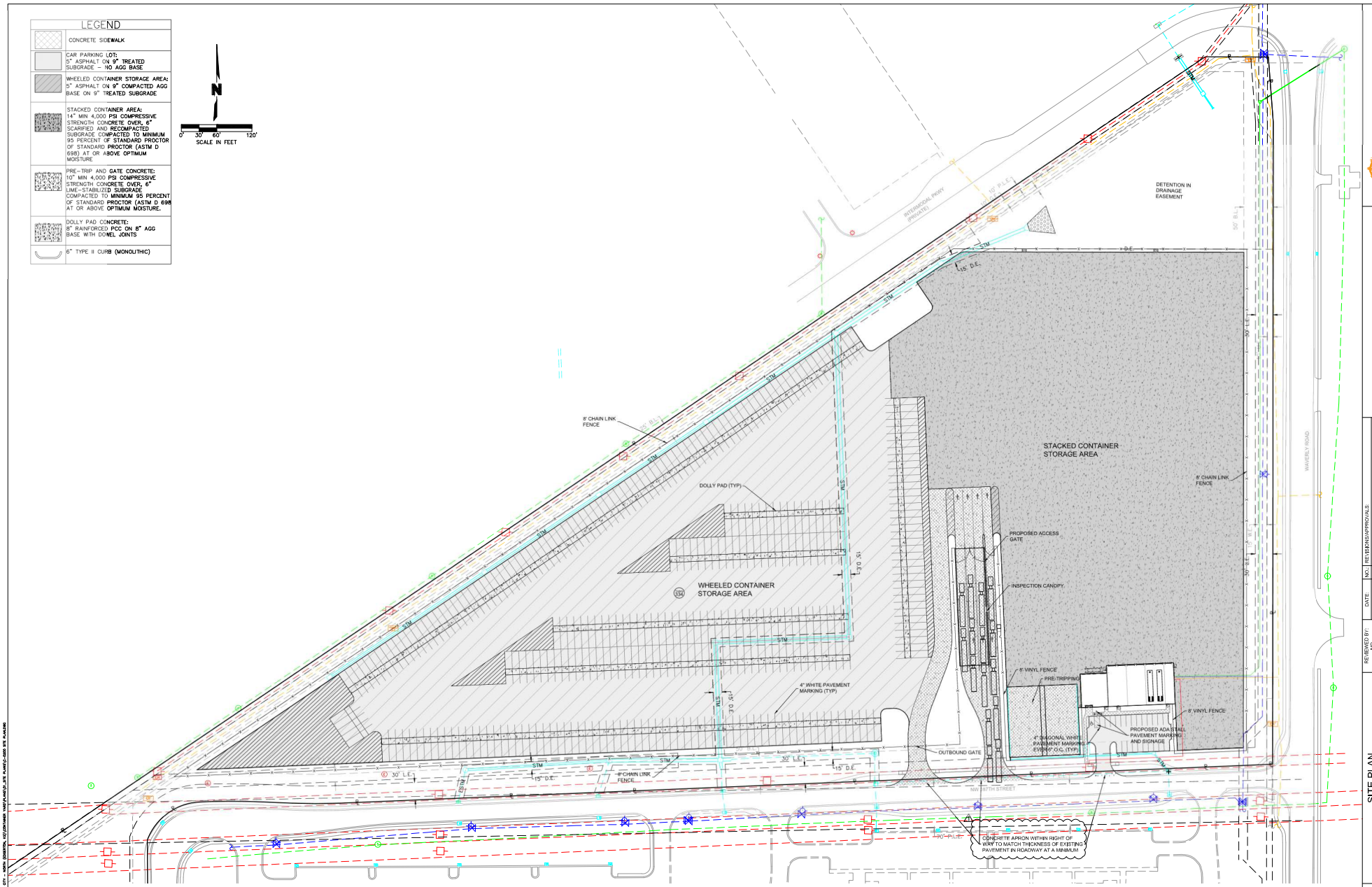
REVIEWED BY:
DESIGNED BY: D.H
DRAFTED BY: D.H
SP PROJECT #:
CLIENT: MELISSA O. DEGOMA
PROJECT: #2021

EXISTING CONDITIONS PLAN

PROJECT DOOR
EDGERTON, JOHNSON COUNTY, KANSAS

SHEET #:
C-0100

J:\SITEPOINT DRIVE\01 PROJECTS_INDUSTRIAL\2020 PROJECTS PARK KANSAS CITY - A NORTH EDGERTON, KS\DRAWINGS\PLANS\PLAN_SITE PLANS\C-0100 EXISTING CONDITIONS PLAN.DWG



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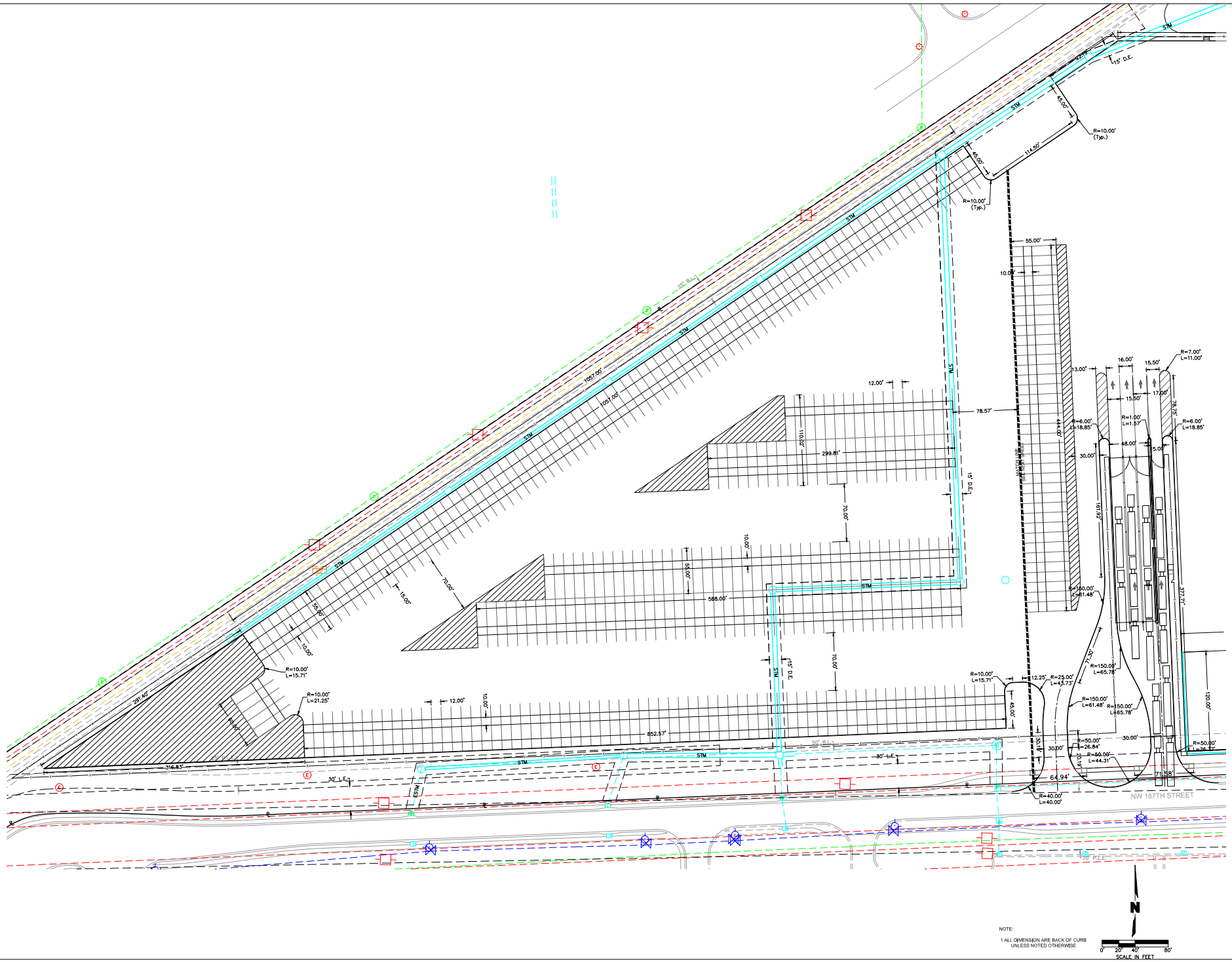
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	PERMIT SET	2021-10-29
1	REVISED PER CITY COMMENTS	2021-11-30

REVIEWED BY:
DESIGNED BY: D.H
DRAFTED BY: D.H
SP PROJECT #: 0000
MELISSA D. DEGOMA PE #29261

SITE PLAN

PROJECT DOOR
EDGERTON, JOHNSON COUNTY, KANSAS

SHEET #:
C-0200



NOTE:
1 ALL DIMENSION ARE BACK OF CURB UNLESS NOTED OTHERWISE

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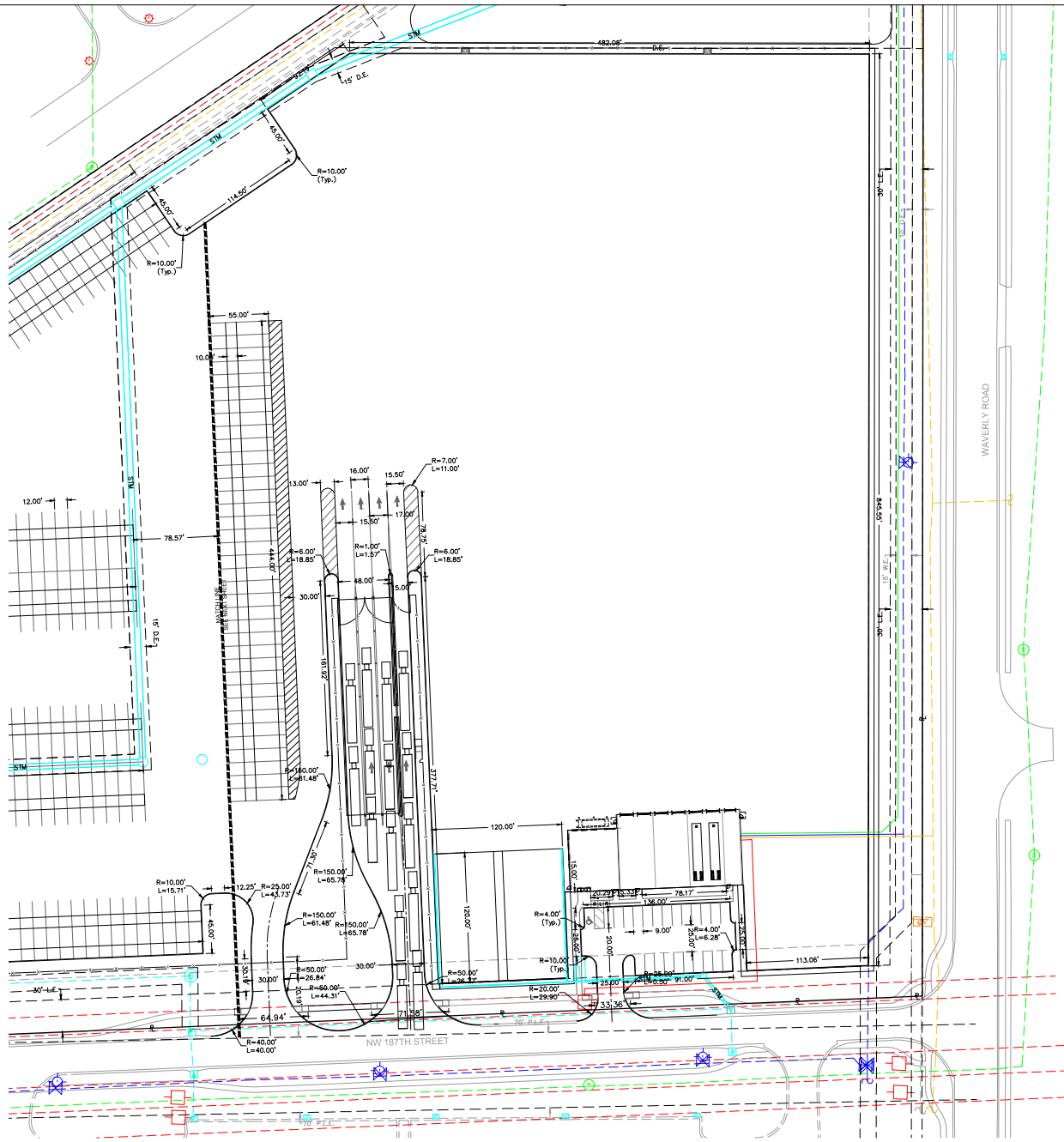
NO.	REVISIONS/APPROVALS	DATE
	PERMIT SET	2021.10.29

REVIEWED BY: MJS
DESIGNED BY: DJH
DRAFTED BY: DJH
SP PROJECT #: 20-0001
MELISSA D. DEGONIA, PE #25261

DIMENSION PLAN

PROJECT DOOR
EDGERTON, JOHNSON COUNTY, KANSAS

SHEET #:
C-0210



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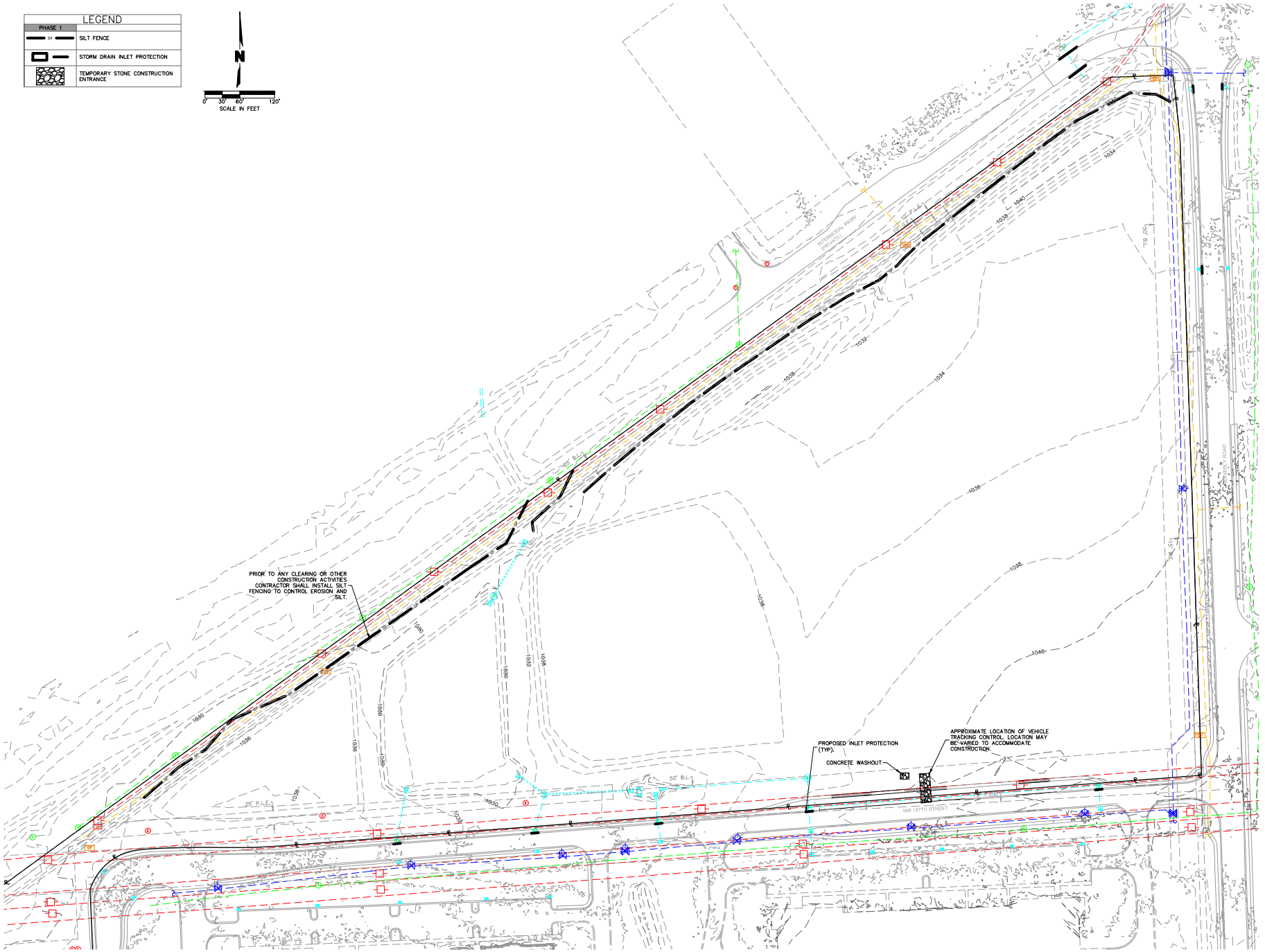
NO.	REVISIONS/APPROVALS	DATE
	PERMIT SET	2021.10.29

REVIEWED BY: MG
DESIGNED BY: D.H
DRAWN BY: D.H
SP PROJECT #: 2021-0004
CHECKED BY: MELISSA D. DEGONIA, PE #25261

DIMENSION PLAN (2)

PROJECT DOOR
EDGERTON, JOHNSON COUNTY, KANSAS

SHEET #:
C-0211



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sitepoint@northpointekc.com

NO.	DATE	REVISIONS/APPROVALS

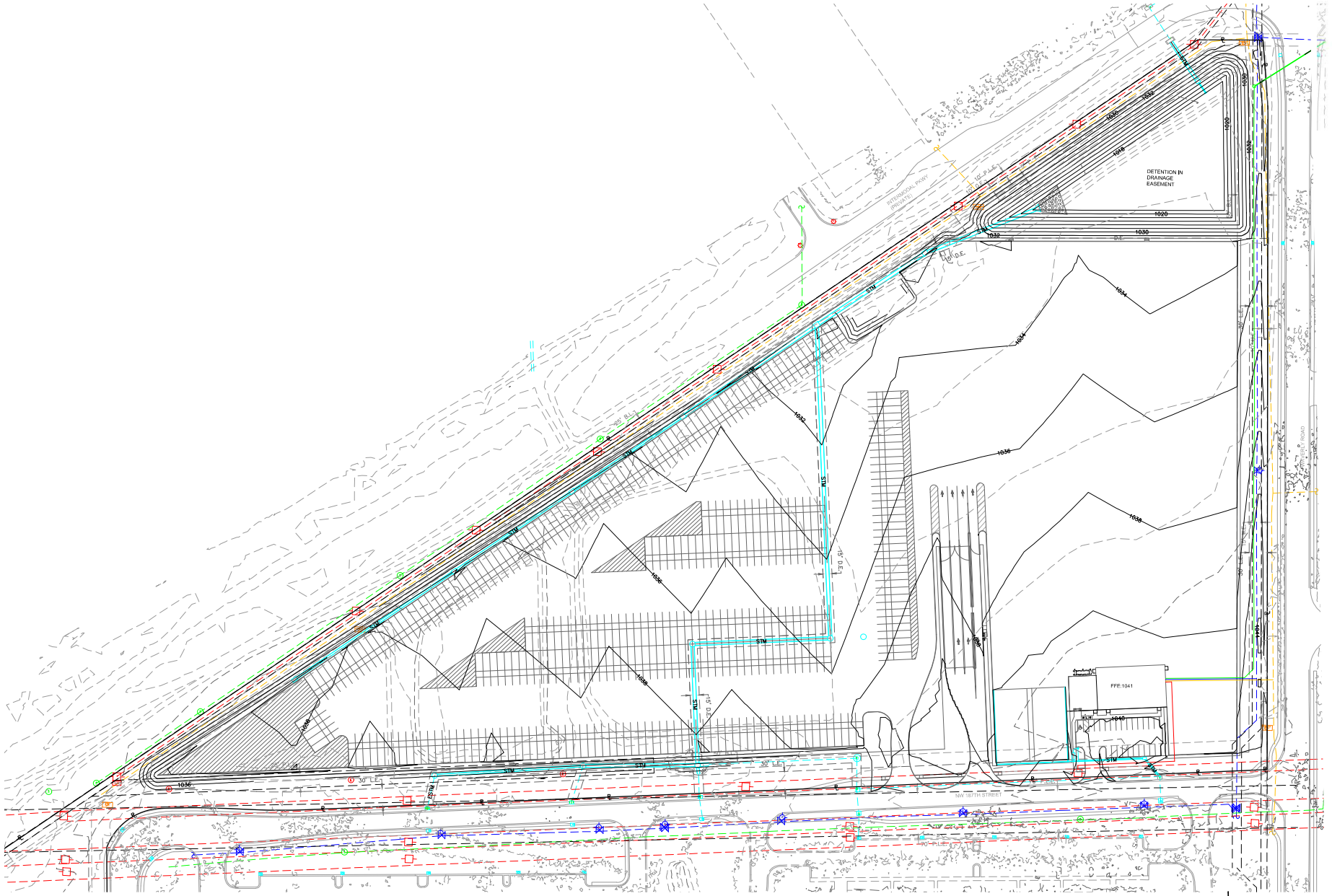
REVIEWED BY: MS
DESIGNED BY: D.H
DRAFTED BY: D.H
SP PROJECT #: 20-0061
PE: MELISSA O. DEGONIA #25291

EROSION CONTROL PLAN - PHASE 1

PROJECT DOOR
EDGERTON, JOHNSON COUNTY, KANSAS

SHEET #:

C-0300



LEGEND

100	EXISTING INDEX CONTOURS
100	EXISTING INTERMEDIATE CONTOURS
100	PROPOSED INDEX CONTOURS
100	PROPOSED INTERMEDIATE CONTOURS

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NO.	DATE	REVISIONS/APPROVALS
	2021.10.29	PERMIT SET

REVIEWED BY: MJS
DESIGNED BY: DJH
DRAFTED BY: DJH
SP PROJECT #: 19-0061
MELISSA D. DEGONIA, P.E. #25261

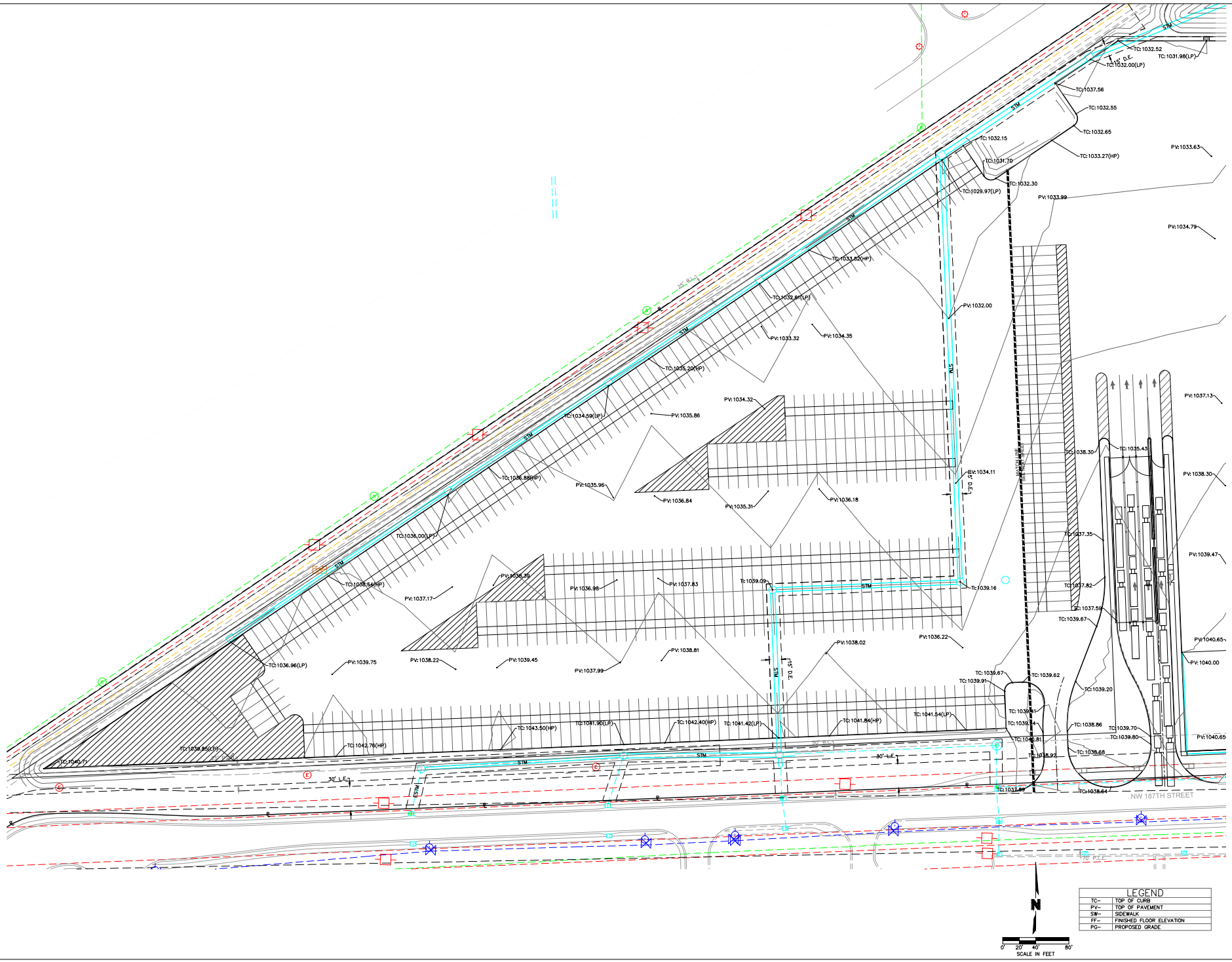
GRADING PLAN

PROJECT DOOR
EDGERTON, JOHNSON COUNTY, KANSAS

SHEET #:

C-0400

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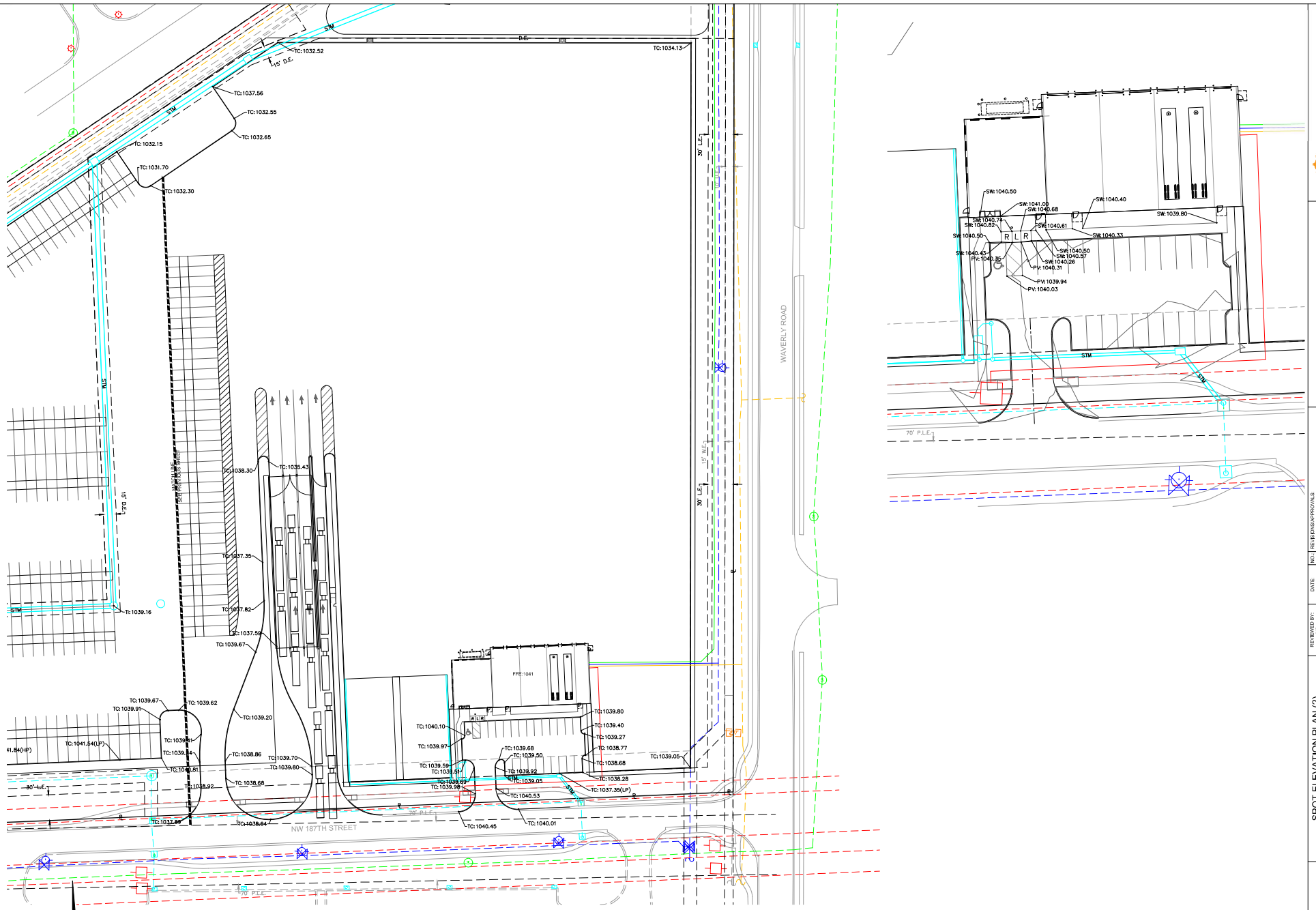
NO.	DATE	REVISIONS/APPROVALS

REVIEWED BY: M.S.
DESIGNED BY: D.H.
DRAFTED BY: D.H.
SP PROJECT #: 2020-0001
MELISSA O. DEGONIA, PE #25261

SPOT ELEVATION PLAN

PROJECT DOOR
EDGERTON, JOHNSON COUNTY, KANSAS

SHEET #:
C-0420



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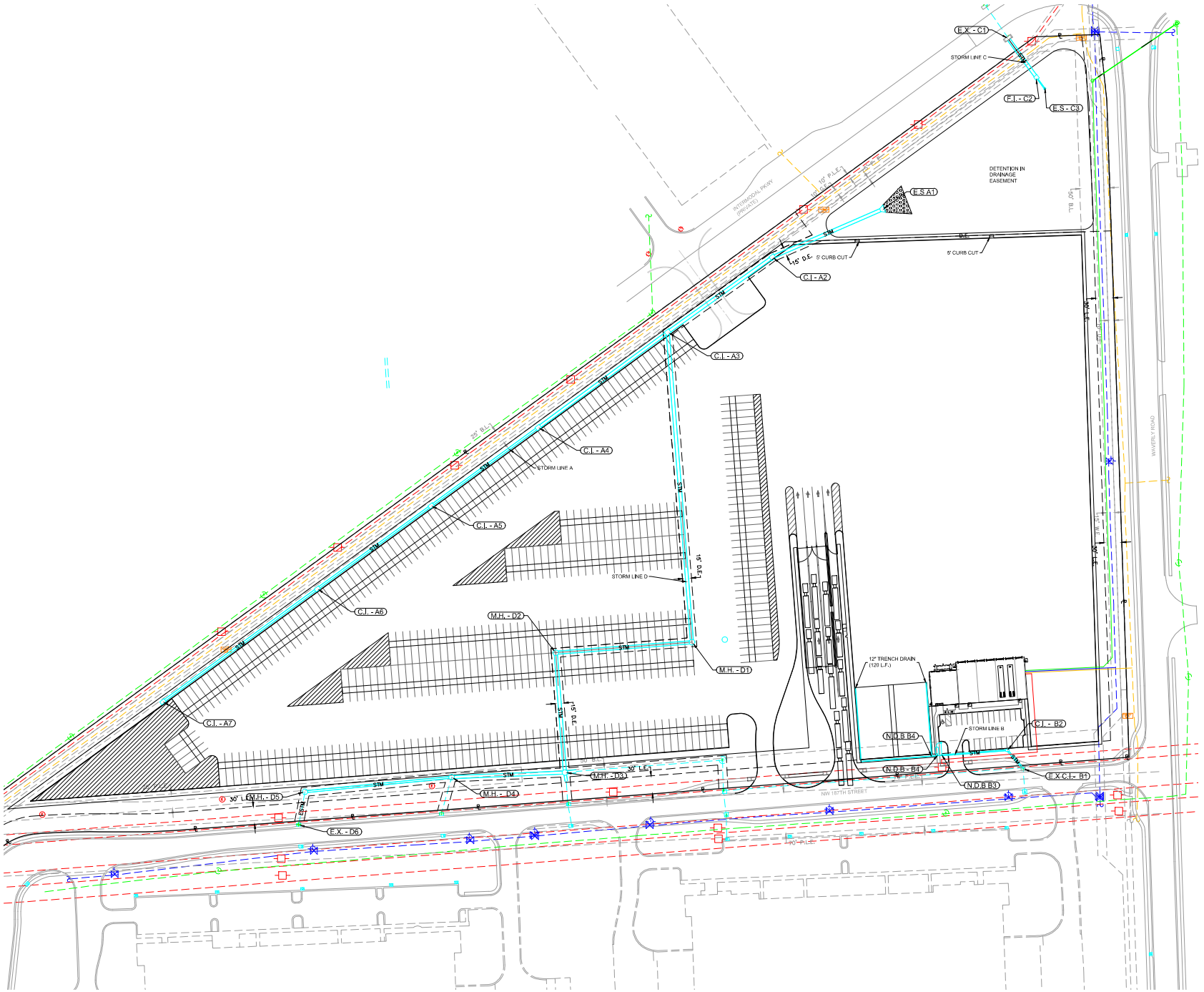
REVIEWED BY: MG
DESIGNED BY: D.H
DRAWN BY: D.H
SP PROJECT #: 19-0421
CHECKED BY: MELISSA D. DEGONIA, PE #29261

NO.	REVISIONS/APPROVALS	DATE

SPOT ELEVATION PLAN (2)

PROJECT DOOR
EDGERTON, JOHNSON COUNTY, KANSAS

SHEET #:
C-0421



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NO.	REVISIONS/APPROVALS	DATE
	PERMIT SET	2021-10-29

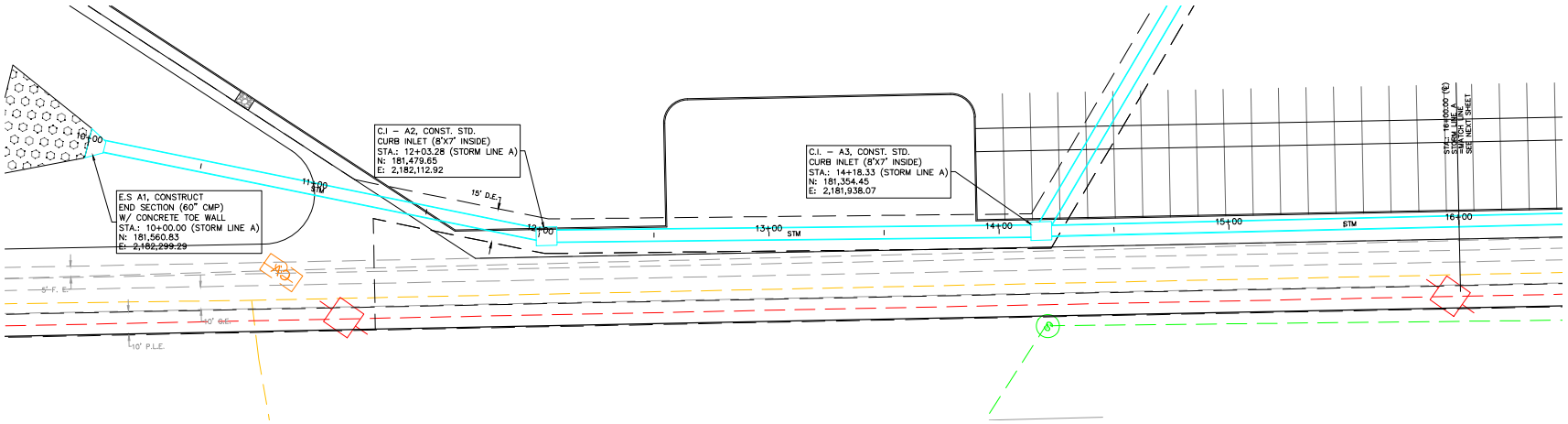
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DESIGNED BY: DH
DRAFTED BY: DH
SP PROJECT #: 20-0061
MELISSA D. DEGONIA, PE #25251

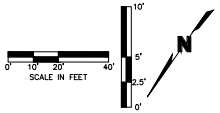
STORM SEWER GENERAL LAYOUT

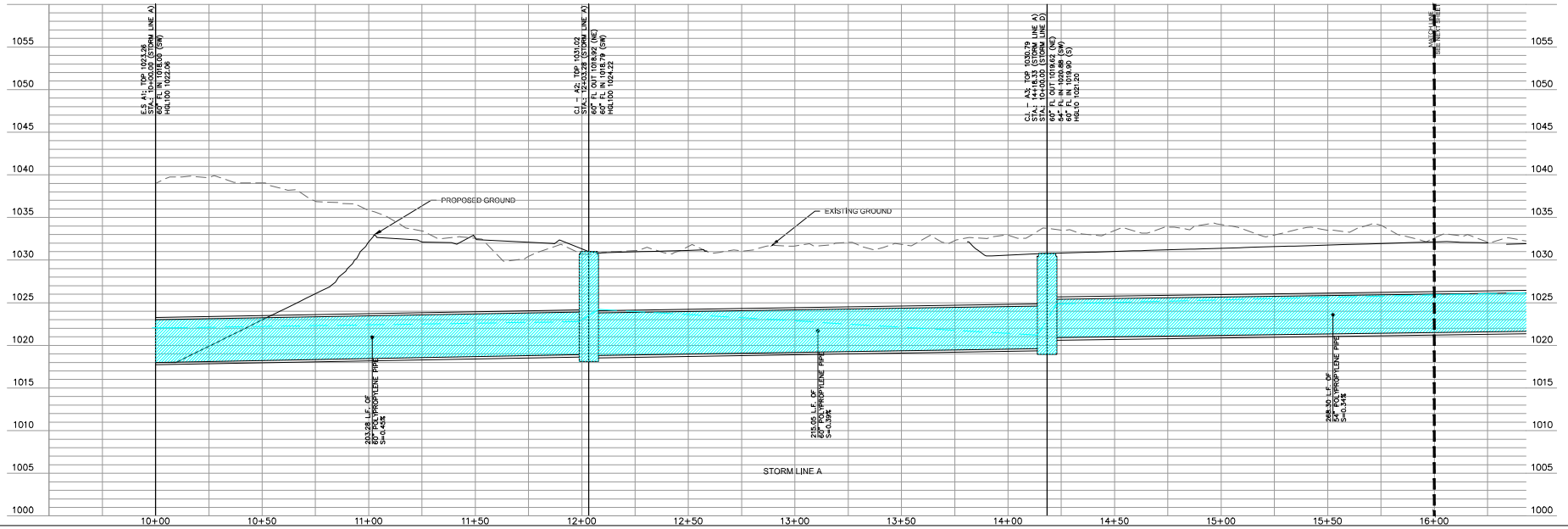
PROJECT DOOR
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SHEET #:

C-0500







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NO. | REVISIONS/APPROVALS | DATE

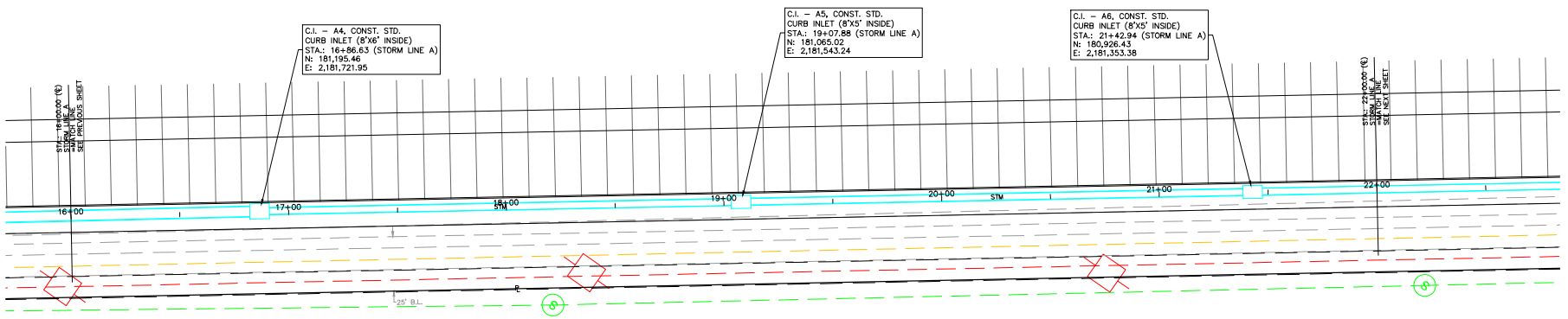
REVIEWED BY: DJH
DESIGNED BY: DJH
DRAWN BY: DJH
SP PROJECT #: 2021-0001
MEL/BSA/CLIENT #: N/A

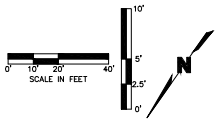
STORM SEWER PLAN & PROFILE

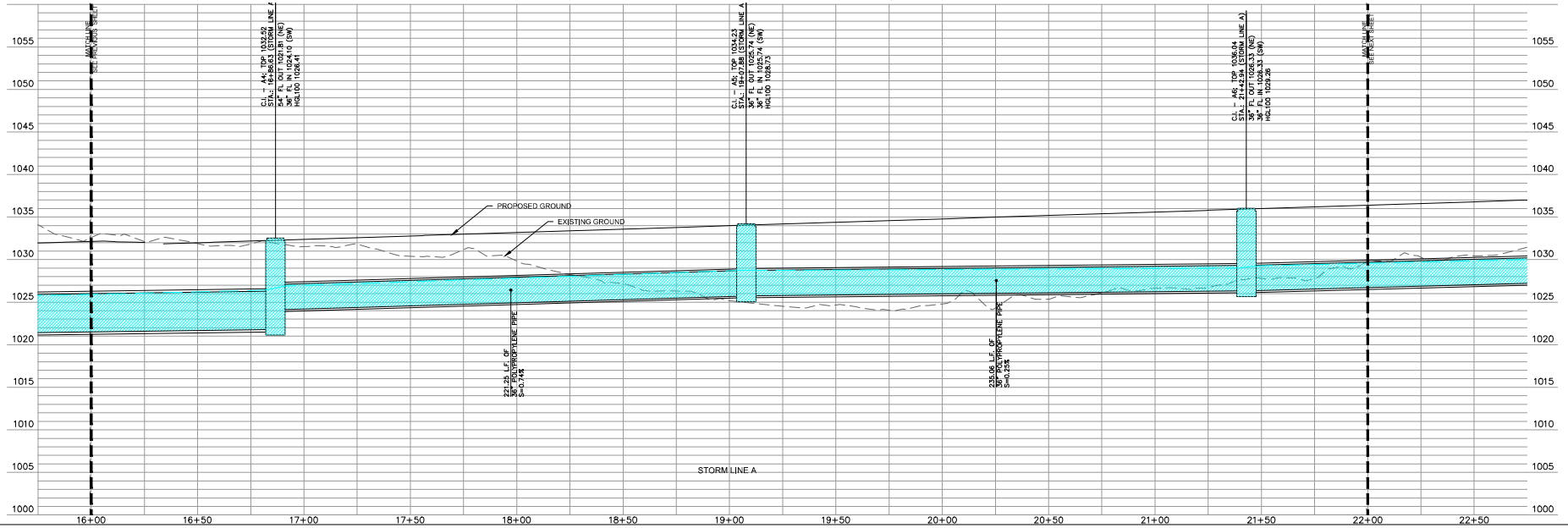
PROJECT DOOR
EDGERTON, JOHNSON COUNTY, KANSAS

Certificate of Authority #:0000000000

SHEET #:
C-0501







SITEPOINT
A Division of Hartford Design Development
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Riverside, MO 64150
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sitepoint@hartfordpointinc.com

NO.	REVISIONS/APPROVALS	DATE

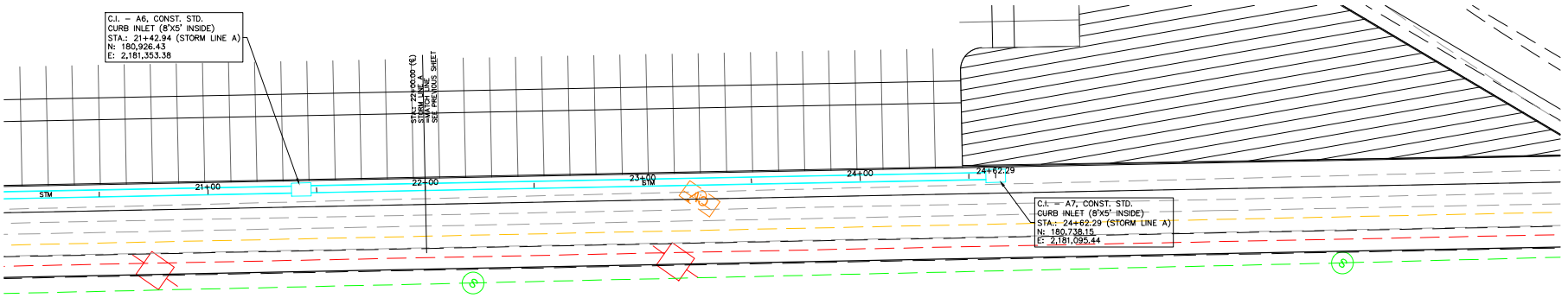
REVIEWED BY: MG
DESIGNED BY: D.H
DRAFTED BY: D.H
SP PROJECT #: 19084
MEL RSA-O, DEGOMA, TS: #72061

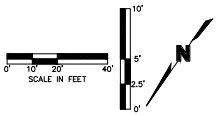
STORM SEWER PLAN & PROFILE (2)

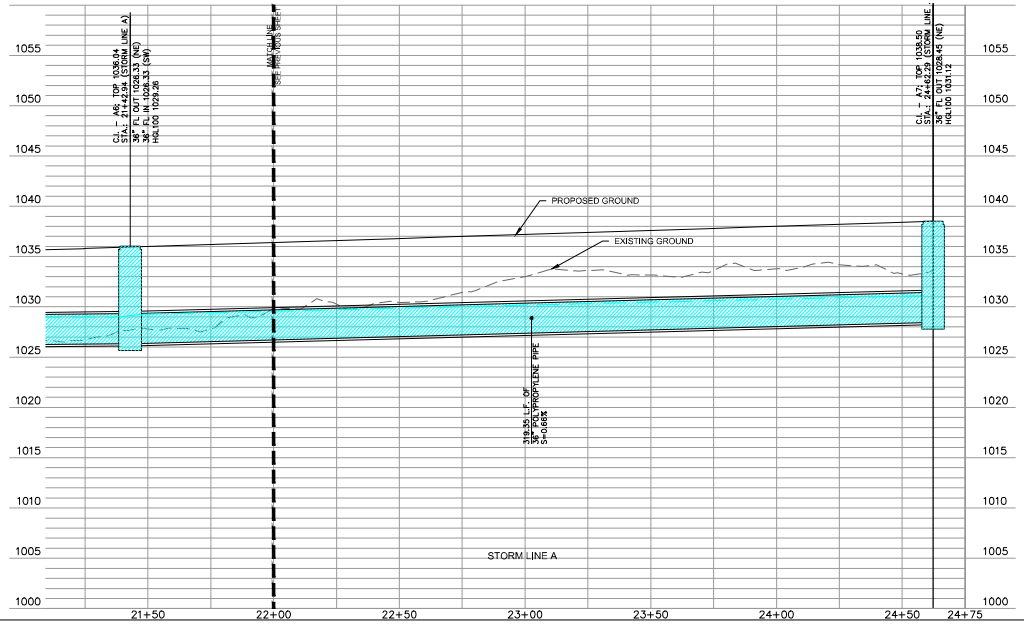
PROJECT DOOR
EDGERTON, JOHNSON COUNTY, KANSAS

SHEET #:

C-0502







SITEPOINT
A Division of Northwinds Development
4625 NW 41st Street, Suite 500
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816.888.7380
sitepoint@northpointekc.com

NO.	REVISIONS/APPROVALS	DATE

REVIEWED BY: AG
DESIGNED BY: D.H
DRAFTED BY: D.H
SP PROJECT #: 19-0021
MEL/BSA/LOG/DEGD/MLA: #2501

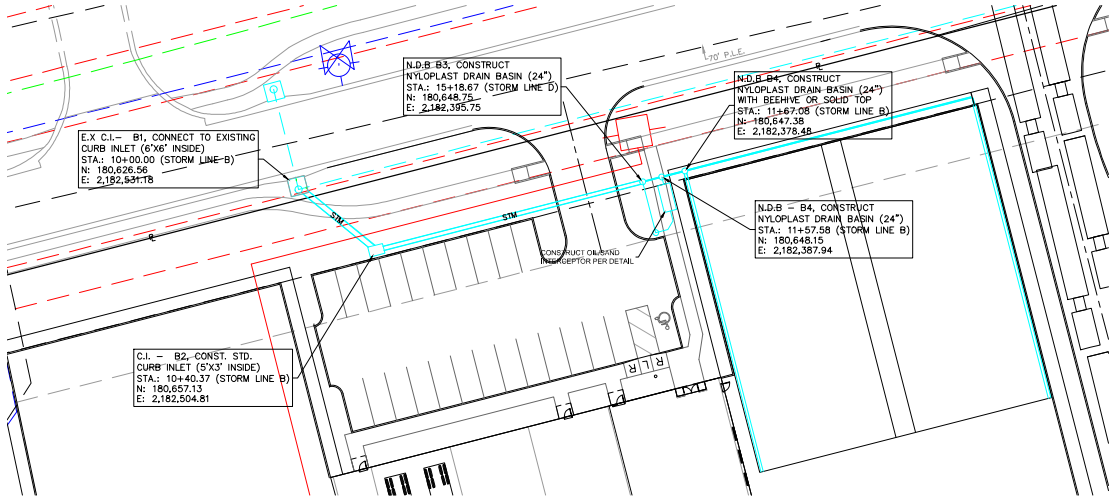
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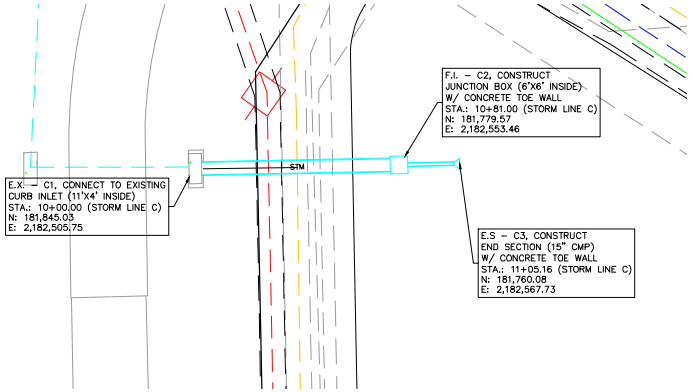
PROJECT DOOR
EDGERTON, JOHNSON COUNTY, KANSAS

SHEET #:

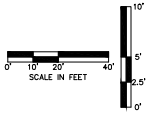
C-0503

S:\SITEPOINT DRIVE\01 PROJECTS_INDUSTRIAL\2019 LOGISTICS PARK KANSAS CITY – NORTH (EDGERTON, KS)\DRAWING FILES\PLANS\01_SITE PLANS\C-0503 STORM SEWER PLAN & PROFILE.DWG

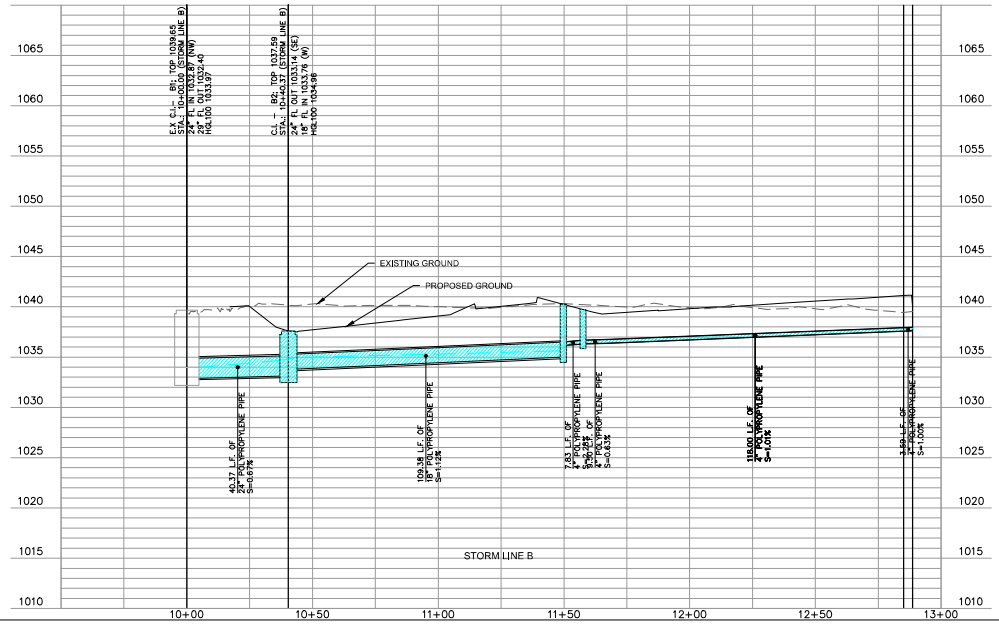


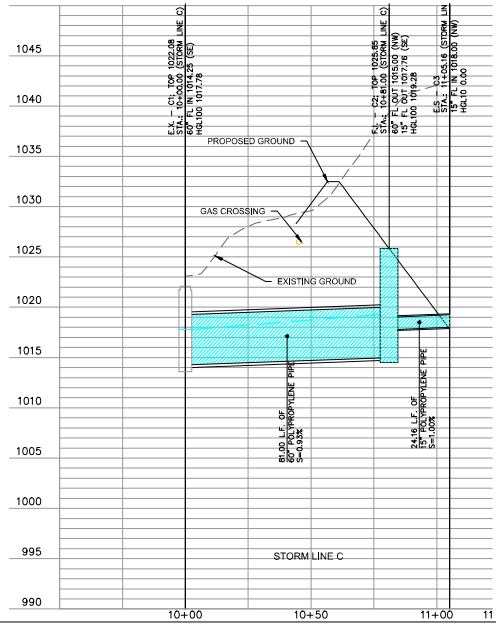












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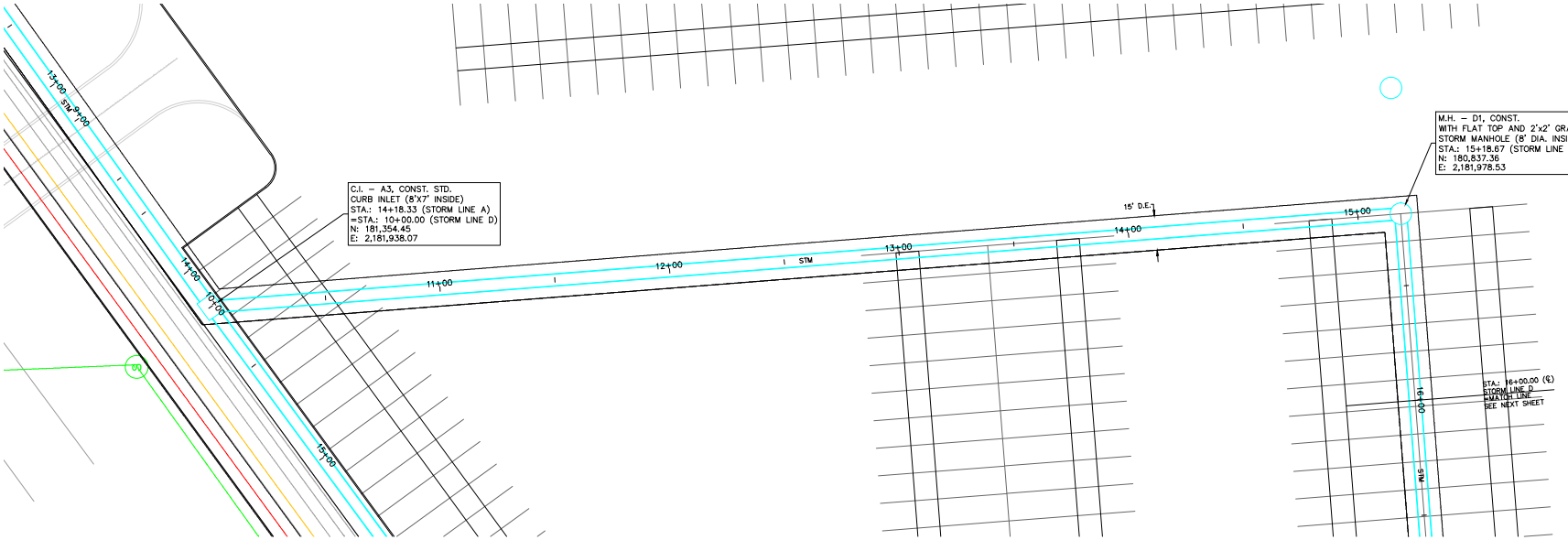
NO.	REVISIONS/APPROVALS	DATE

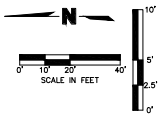
REVIEWED BY: MEG
DESIGNED BY: D.H.
DRAWN BY: D.H.
SP PROJECT #: 21-0251
MELISSA D. DEGONIA, PE #29261

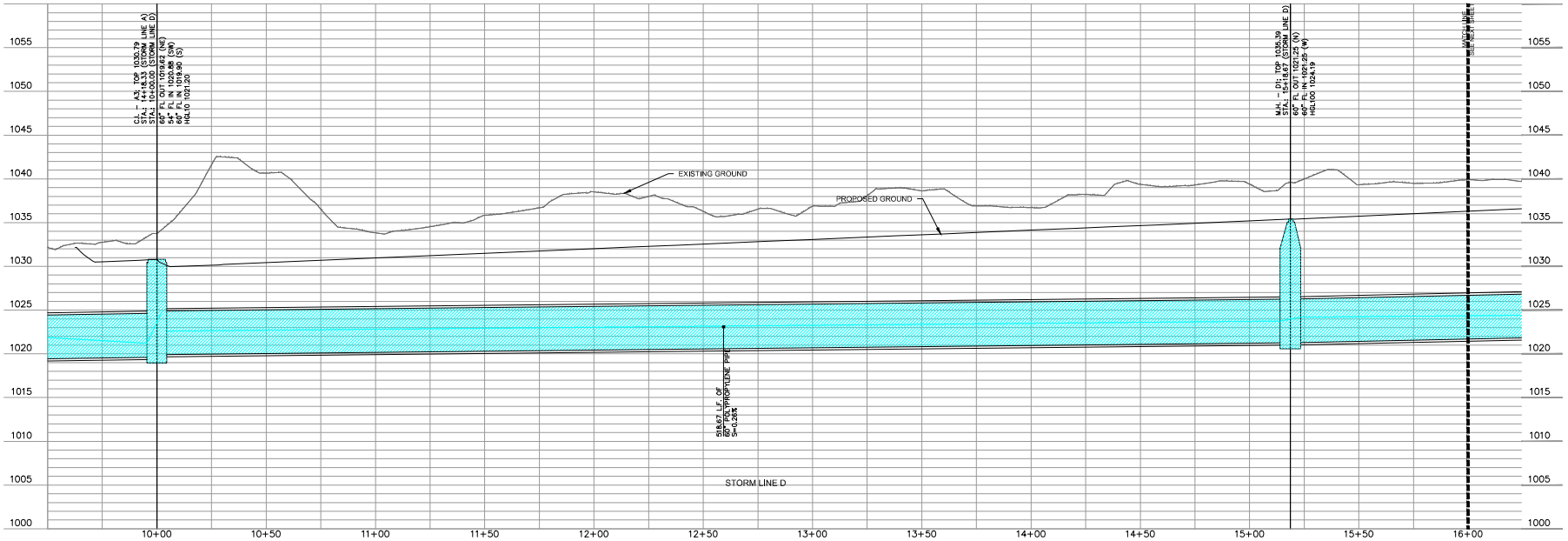
STORM SEWER PLAN & PROFILE (4)

PROJECT DOOR
EDGERTON, JOHNSON COUNTY, KANSAS

SHEET #:
C-0504







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NO.	REVISIONS/APPROVALS	DATE

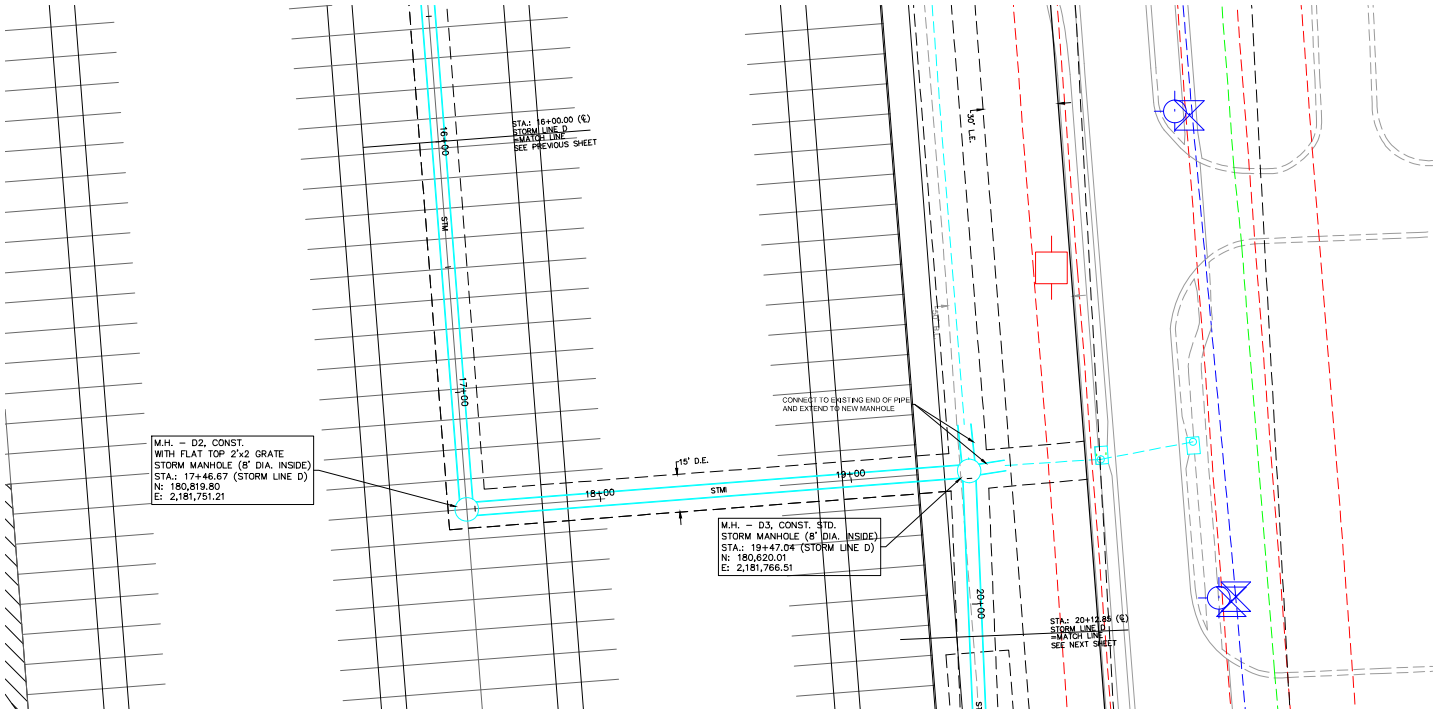
REVIEWED BY: KG
DESIGNED BY: D.H
DRAFTED BY: D.H
SP PROJECT #: 2019-041
MELISSA D. DEGONIA
NO. 2009001
DATE:
#2009001

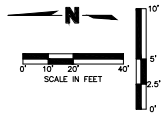
STORM SEWER PLAN & PROFILE (5)

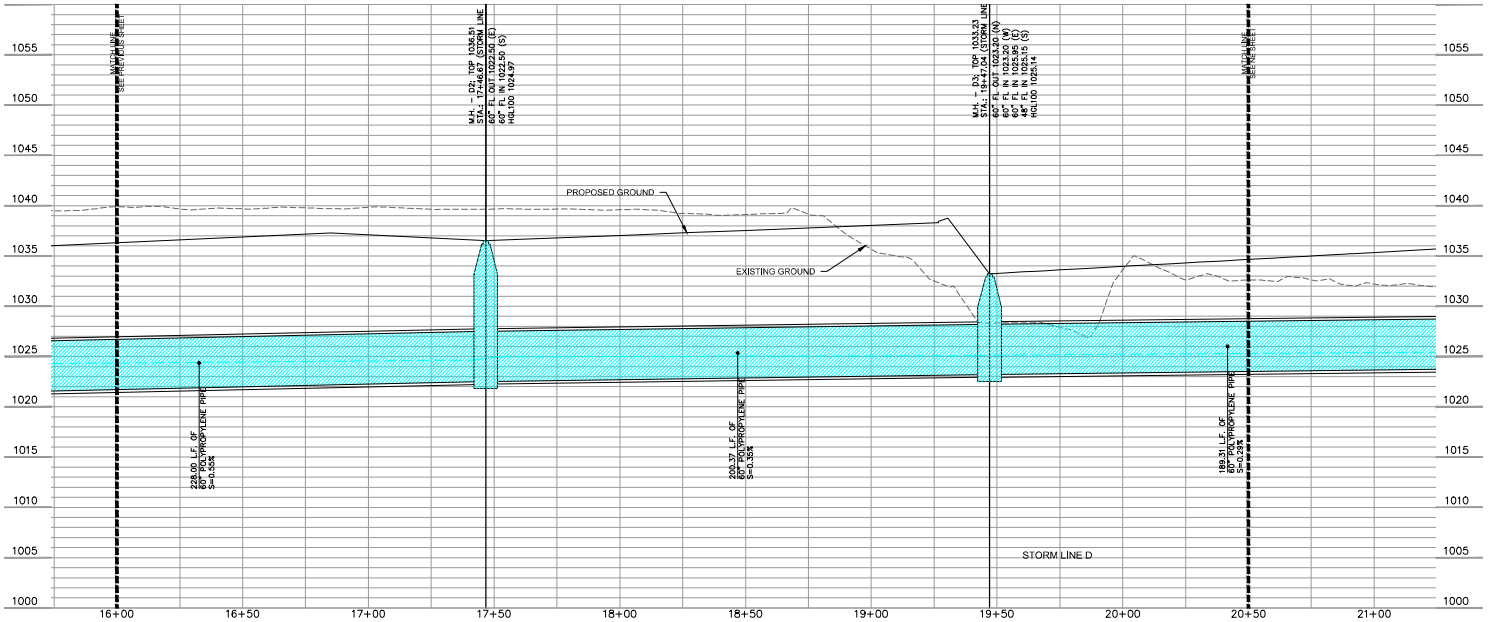
PROJECT DOOR
EDGERTON, JOHNSON COUNTY, KANSAS

SHEET #:

C-0505







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NO.	REVISIONS/APPROVALS	DATE

REVIEWED BY: M.S.
DESIGNED BY: D.H.
DRAFTED BY: D.H.
SP PROJECT #: 19-0064
MELISSA D. DEGONIA, P.E. #29261

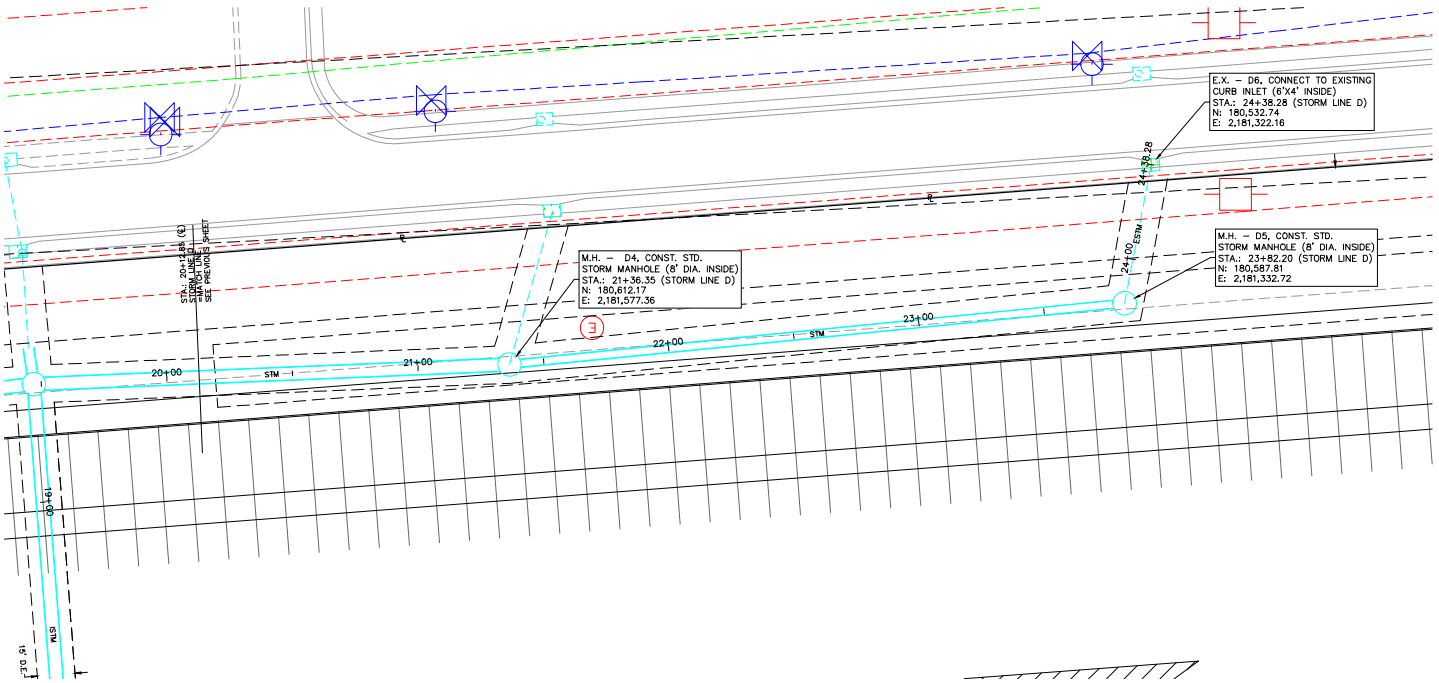
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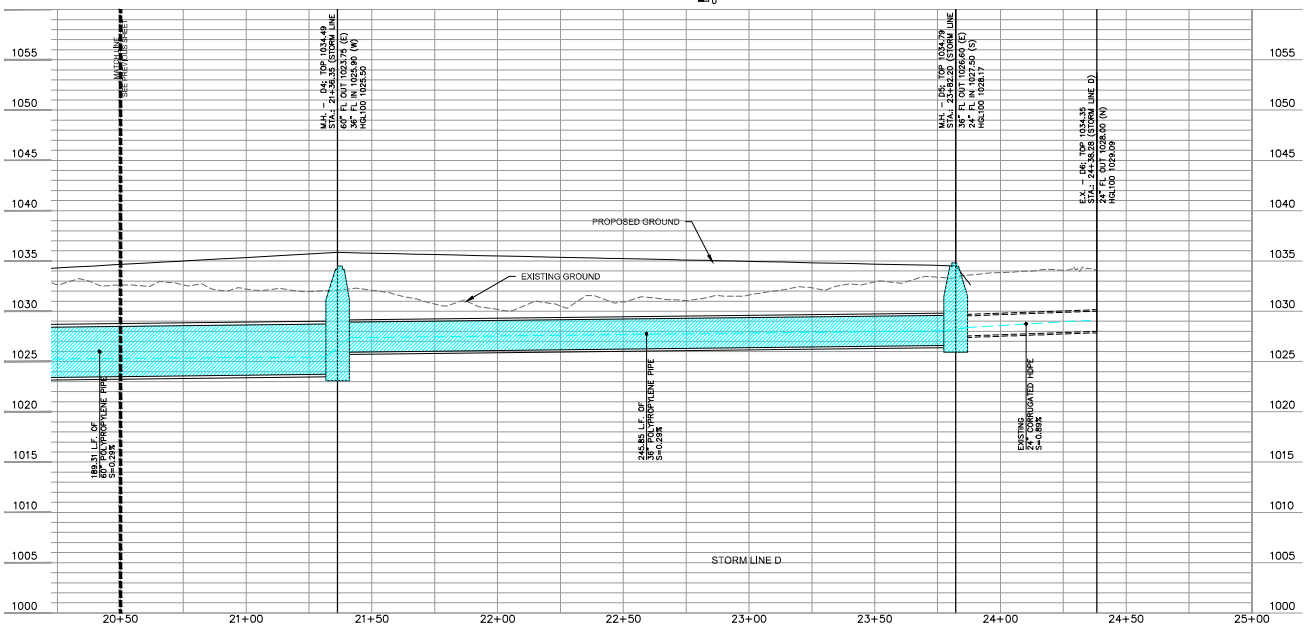
PROJECT DOOR
EDGERTON, JOHNSON COUNTY, KANSAS

SHEET #:

C-0506

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NO.	REVISIONS/APPROVALS	DATE

REVIEWED BY: MG
DESIGNED BY: DH
DRAFTED BY: DH
SP PROJECT #: 19061
MELISSA D. DEGONIA, PE #29261

STORM SEWER PLAN & PROFILE (7)

PROJECT DOOR
EDGERTON, JOHNSON COUNTY, KANSAS

SHEET #:
C-0507

J:\LIVEPOINT DRAWINGS\01 PROJECTS_INDUSTRIAL\JOHNSON COUNTY\01 PARK KANSAS CITY - NORTH (EDGERTON, KS)\DRAWINGS\PLANS\01_SITE PLANS\C-0500 STORM SEWER PLAN & PROFILE 2.DWG

PIPE DESIGN TABLE (10-YEAR)

Inlet ID	Pipe Length (ft)	Upstream Invert (ft)	Downstream Invert (ft)	Line Slope (%)	Line Size (in)	Mannings n-value	Pipe Capacity (cfs)	Total Flow (cfs)	Velocity (ft/s)	Junction Loss Coefficient	Upstream Rim Elevation (ft)	Upstream HGL (ft)
C.I - A2	203.28	1017.19	1013	2.06	60	0.012	405.24	400.31	20.51	0.50 z	1031.02	1022.08
C.I - A3	215.053	1019.2	1017.4	0.84	60	0.012	258.08	298.27	15.19	1.32	1031.67	1024.81
C.I - A4	268.297	1023.37	1019.7	1.37	54	0.012	249.21	66.14	4.16	0.5	1031.5	1029.8
C.I - A5	221.25	1025.74	1024.87	0.39	36	0.012	45.2	35.29	4.99	0.5	1033.28	1030.46
C.I - A6	235.061	1026.33	1025.74	0.25	36	0.012	36.31	15.93	2.25	0.5	1034.7	1030.77
C.I - A7	319.347	1028.45	1026.33	0.66	36	0.012	58.87	5.8	0.96	1	1035.66	1030.83
C.I. - B2	40.373	1033.14	1032.87	0.67	24	0.012	20.04	6.87	4.81	1.25 z	1037.68	1034.07
F.I. - B3	113.444	1034.87	1033.76	0.98	18	0.012	11.25	2.15	3.63	1.00 z	1039.49	1035.42
E.S - C2	81	1015	1014.25	0.93	60	0.012	271.52	169.11	10.78	1.00 z	1020.26	1018.72
M.H. - D1	518.669	1021.25	1019.2	0.4	60	0.012	177.5	144.01	7.33	1	1035.39	1030.89
M.H. - D2	228	1022.5	1021.25	0.55	60	0.012	208.89	74.24	3.78	1	1036.51	1031.89
M.H. - D3	200.372	1023.2	1022.5	0.35	60	0.012	166.78	9.97	0.51	1	1031.63	1032.11
M.H. - D4	189.309	1023.75	1023.2	0.29	60	0.012	152.09	11.52	0.59	0.15	1034.49	1032.12
M.H. - D5	245.85	1026.6	1025.9	0.29	36	0.012	38.58	6.72	0.95	0.97	1033.65	1032.14
E.X. - D6	56.078	1028	1027.5	0.89	24	0.012	23.14	6.84	2.18	1	1034.35	1032.2

INLET DESIGN TABLE (10-YEAR)

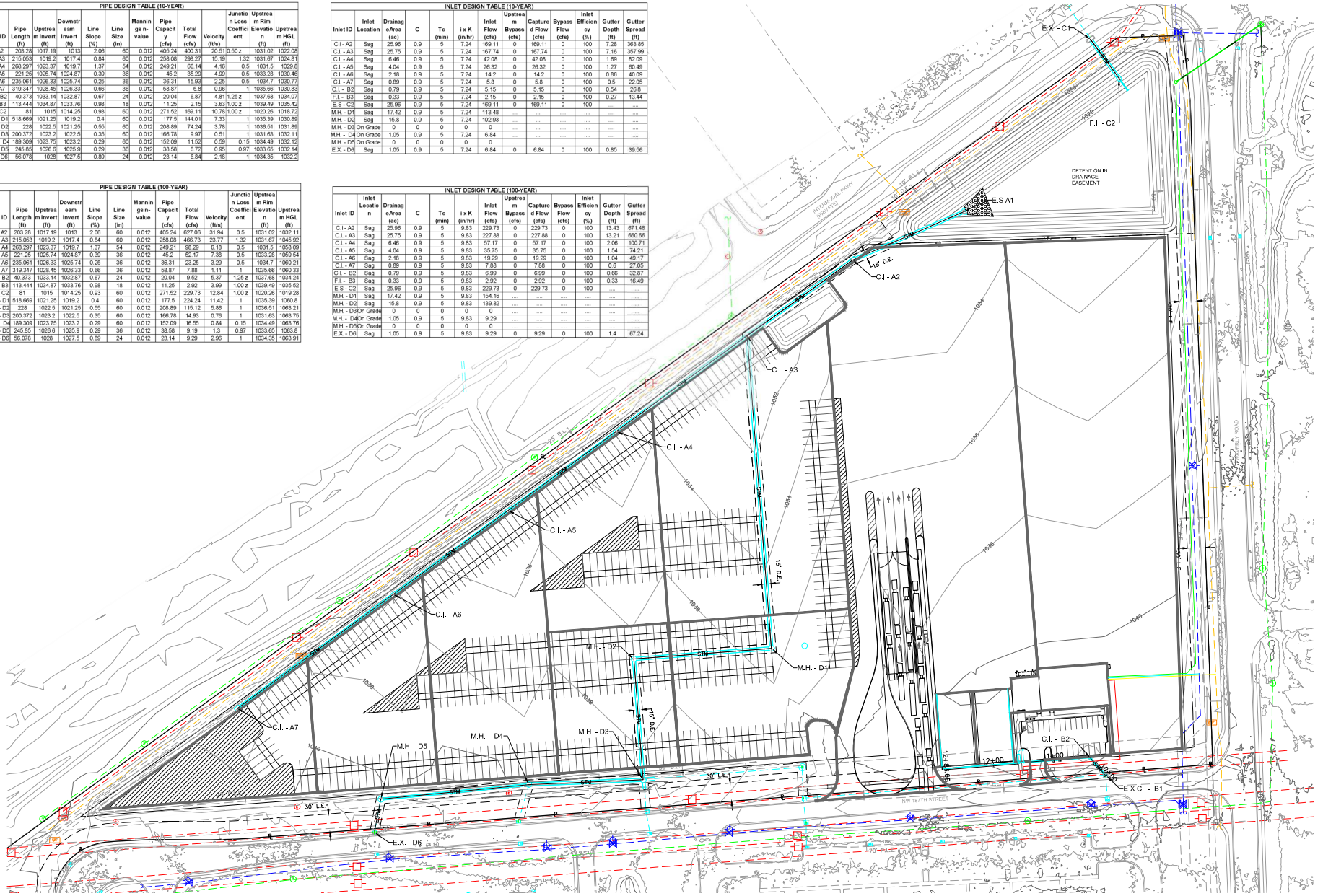
Inlet ID	Inlet Location	Drainage Area (ac)	C	Tc (min)	i x K (in/hr)	Inlet Flow (cfs)	Upstream Bypass (cfs)	Captured Flow (cfs)	Bypass Flow (cfs)	Inlet Efficiency (%)	Gutter Depth (ft)	Gutter Spread (ft)
C.I - A2	Sag	25.96	0.9	5	7.24	169.11	0	169.11	0	100	7.28	363.85
C.I - A3	Sag	25.75	0.9	5	7.24	167.74	0	167.74	0	100	7.16	357.99
C.I - A4	Sag	6.46	0.9	5	7.24	42.08	0	42.08	0	100	1.69	82.09
C.I - A5	Sag	4.04	0.9	5	7.24	26.32	0	26.32	0	100	1.27	60.49
C.I - A6	Sag	2.18	0.9	5	7.24	14.2	0	14.2	0	100	0.86	40.09
C.I - A7	Sag	0.89	0.9	5	7.24	5.8	0	5.8	0	100	0.5	22.05
C.I - B2	Sag	0.79	0.9	5	7.24	5.15	0	5.15	0	100	0.54	26.8
F.I - B3	Sag	0.33	0.9	5	7.24	2.15	0	2.15	0	100	0.27	13.44
E.S - C2	Sag	25.96	0.9	5	7.24	169.11	0	169.11	0	100	....	....
M.H - D1	Sag	17.42	0.9	5	7.24	113.48	....	....	....	....	....	....
M.H - D2	Sag	15.8	0.9	5	7.24	102.93	....	....	....	....	....	....
M.H - D3	On Grade	0	0	0	0	0	....	....	....	....	....	....
M.H - D4	On Grade	1.05	0.9	5	7.24	6.84	....	....	....	....	....	....
M.H - D5	On Grade	0	0	0	0	0	....	....	....	....	....	....
E.X - D6	Sag	1.05	0.9	5	7.24	6.84	0	6.84	0	100	0.85	39.56

PIPE DESIGN TABLE (100-YEAR)

Inlet ID	Pipe Length (ft)	Upstream Invert (ft)	Downstream Invert (ft)	Line Slope (%)	Line Size (in)	Mannings n-value	Pipe Capacity (cfs)	Total Flow (cfs)	Velocity (ft/s)	Junction Loss Coefficient	Upstream Rim Elevation (ft)	Upstream HGL (ft)
C.I - A2	203.28	1017.19	1013	2.06	60	0.012	405.24	627.06	31.94	0.5	1031.02	1032.11
C.I - A3	215.053	1019.2	1017.4	0.84	60	0.012	258.08	466.73	23.77	1.32	1031.67	1045.92
C.I - A4	268.297	1023.37	1019.7	1.37	54	0.012	249.21	98.29	6.18	0.5	1031.5	1058.09
C.I - A5	221.25	1025.74	1024.87	0.39	36	0.012	45.2	52.17	7.38	0.5	1033.28	1059.54
C.I - A6	235.061	1026.33	1025.74	0.25	36	0.012	36.31	23.25	3.29	0.5	1034.7	1060.21
C.I - A7	319.347	1028.45	1026.33	0.66	36	0.012	58.87	7.88	1.11	1	1035.66	1060.33
C.I. - B2	40.373	1033.14	1032.87	0.67	24	0.012	20.04	9.52	5.37	1.25 z	1037.68	1034.24
F.I. - B3	113.444	1034.87	1033.76	0.98	18	0.012	11.25	2.92	3.99	1.00 z	1039.49	1035.52
E.S - C2	81	1015	1014.25	0.93	60	0.012	271.52	229.73	12.84	1.00 z	1020.26	1019.28
M.H. - D1	518.669	1021.25	1019.2	0.4	60	0.012	177.5	224.24	11.42	1	1035.39	1060.8
M.H. - D2	228	1022.5	1021.25	0.55	60	0.012	208.89	115.12	5.86	1	1036.51	1063.21
M.H. - D3	200.372	1023.2	1022.5	0.35	60	0.012	166.78	14.93	0.76	1	1031.63	1063.75
M.H. - D4	189.309	1023.75	1023.2	0.29	60	0.012	152.09	16.55	0.84	0.15	1034.49	1063.76
M.H. - D5	245.85	1026.6	1025.9	0.29	36	0.012	38.58	9.19	1.3	0.97	1033.65	1063.8
E.X. - D6	56.078	1028	1027.5	0.89	24	0.012	23.14	9.29	2.96	1	1034.35	1063.91

INLET DESIGN TABLE (100-YEAR)

Inlet ID	Inlet Location	Drainage Area (ac)	C	Tc (min)	i x K (in/hr)	Inlet Flow (cfs)	Upstream Bypass (cfs)	Captured Flow (cfs)	Bypass Flow (cfs)	Inlet Efficiency (%)	Gutter Depth (ft)	Gutter Spread (ft)
C.I - A2	Sag	25.96	0.9	5	9.83	229.73	0	229.73	0	100	13.43	671.48
C.I - A3	Sag	25.75	0.9	5	9.83	227.88	0	227.88	0	100	13.21	660.66
C.I - A4	Sag	6.46	0.9	5	9.83	57.17	0	57.17	0	100	2.06	100.71
C.I - A5	Sag	4.04	0.9	5	9.83	35.75	0	35.75	0	100	1.54	74.21
C.I - A6	Sag	2.18	0.9	5	9.83	19.29	0	19.29	0	100	1.04	49.17
C.I - A7	Sag	0.89	0.9	5	9.83	7.88	0	7.88	0	100	0.6	27.05
C.I - B2	Sag	0.79	0.9	5	9.83	6.99	0	6.99	0	100	0.66	32.87
F.I - B3	Sag	0.33	0.9	5	9.83	2.92	0	2.92	0	100	0.33	16.49
E.S - C2	Sag	25.96	0.9	5	9.83	229.73	0	229.73	0	100	....	....
M.H - D1	Sag	17.42	0.9	5	9.83	154.16	....	....	....	....	....	....
M.H - D2	Sag	15.8	0.9	5	9.83	139.82	....	....	....	....	....	....
M.H - D3	On Grade	0	0	0	0	0	....	....	....	....	....	....
M.H - D4	On Grade	1.05	0.9	5	9.83	9.29	....	....	....	....	....	....
M.H - D5	On Grade	0	0	0	0	0	....	....	....	....	....	....
E.X - D6	Sag	1.05	0.9	5	9.83	9.29	0	9.29	0	100	1.4	67.24



LEGEND

100	FUTURE INDEX CONTOURS
100	FUTURE INTERMEDIATE CONTOURS
	RIDGE LINE
00	STORM STRUCTURE NUMBER
A	DRAINAGE AREA
C	RUNOFF COEFFICIENT

N

0' 30' 60' 120'

SCALE IN FEET

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REVISIONS/APPROVALS

NO.	DATE	REVISIONS/APPROVALS

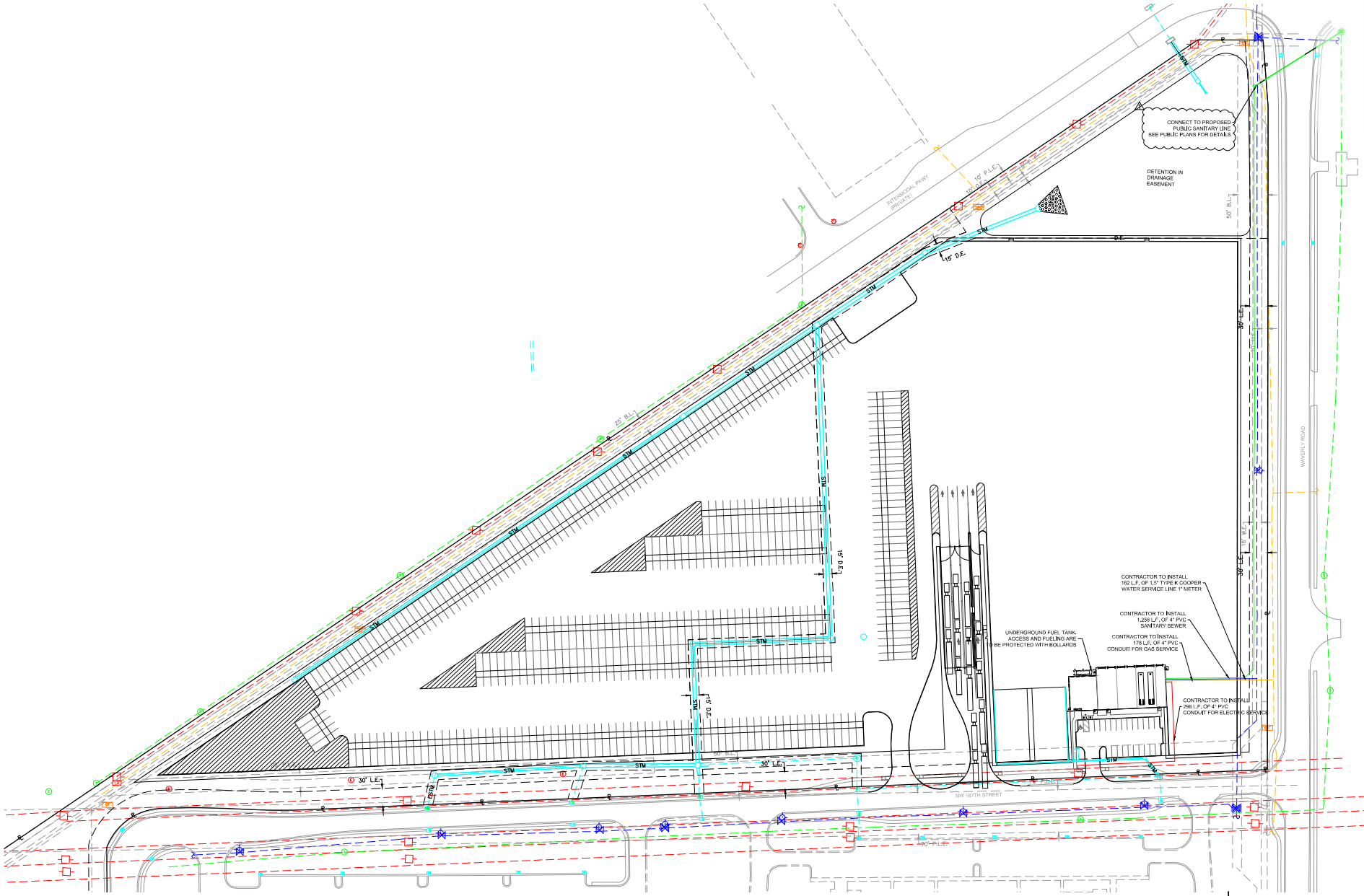
REVIEWED BY: D.H
DESIGNED BY: D.H
DRAWN BY: D.H
SP PROJECT #: 2021-0001
MEL RSA-2 DEGOMA, LLC
#2021

DRAINAGE PLAN

PROJECT DOOR
EDGERTON, JOHNSON COUNTY, KANSAS

SHEET #:

C-0550



NOTE:
ALL STORM SEWER PIPE SHALL BE REINFORCED CONCRETE

LEGEND

UTILITIES
EXISTING COMMUNICATIONS LINE
PROPOSED COMMUNICATIONS LINE
EXISTING NATURAL GAS LINE
PROPOSED NATURAL GAS LINE
EXISTING POWER\ELECTRIC LINE
PROPOSED POWER\ELECTRIC LINE
EXISTING SANITARY SEWER
PROPOSED SANITARY SEWER
EXISTING STORM SEWER
PROPOSED STORM SEWER
EXISTING WATER LINE
PROPOSED WATER LINE

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NO.	REVISIONS/APPROVALS	DATE
	PERMIT SET	2021-10-29
1	REVISED PER CITY COMMENTS	2021-11-30

REVIEWED BY: MJS
DESIGNED BY: D.H
DRAWN BY: D.H
SP PROJECT #: 20-0008
MELISSA O. DEGONIA, P.E. #27251

UTILITY PLAN

PROJECT DOOR
EDGERTON, JOHNSON COUNTY, KANSAS

SHEET #:
C-0900

J:\SITEPOINT DRIVE\01 PROJECTS_INDUSTRIAL\2020\20-0008 PROJECT DOOR - KANSAS CITY - NORTH (EDGERTON, KS)\DRAWINGS\PLANS\PLAN SETS\C-0900 UTILITY PLAN.DWG

General Notes:
1. All plants must be healthy and free of pests and disease.
2. All trees must be straight trunked and meet all specifications.
3. All plants are subject to approval of NorthPoint Development before, during, and after installation.
4. All plants must be installed per details.
5. The contractor shall be responsible for locating all utilities and shall avoid damage to them. Underground utilities are indicated on plans are approximate locations. Contractor shall call utility locating services.
6. Contractor is responsible for repairing all damage to utilities, structures, site appurtenances, etc. which occurs as a result of the landscape construction.
7. Contractor is responsible for verifying all quantities indicated on the plans.
8. Contractor is responsible for maintaining all plants and lawn until the work is accepted by NorthPoint Development.
9. Contractor shall guarantee all plant material for a period of one year from the acceptance of the landscaping. Contractor shall replace all dead and dying plants at the end of the guarantee time.
10. All plants that dies, defoliates, or turns brown prior to acceptance by NorthPoint Development shall be replaced.
11. All plant material shall conform to American Standard for Nursery Stock.
12. Mulch or river rock shall be installed in all planting beds, around trees, and shall be 3" thick as indicated on the plans and details.
13. Contractor shall keep the worksite clean and remove all waste materials for disposal per local, state, and federal regulations.
14. Contractor shall seed all disturbed areas that are not indicated on plans.

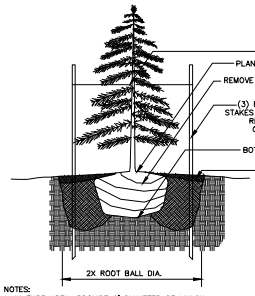
Seeding Notes:
1. All areas specified as "seed" shall be hydroseeded with seed species as indicate on plant list. Contractor shall verify quantities.
2. Area where seed is to be installed shall be free of stone, sticks, and other foreign materials.
3. Surface shall be racked to a smooth surface and be free of depressions and mounds,
4. Hydroseeding mix shall consist of seed, fertilizer, and fiber mulch.
5. All disturbed areas shall be hydroseeded,
6. Seeded areas will be accepted by NorthPoint Development when seed has sprouted, established, free of weeds and bare areas.

Mulch Notes:
1. All planting areas shall be covered with 3" of brown hardwood mulch or 3" of river rock as indicated on the plans and details.
2. Mulch shall be free of rocks and other foreign material.

Legend
1. Berm 3-4' tall
2. 8' tall vinyl fence
3. 8' tall chain link fence
4. Trees on 187th street set back from road to not be located directly under overhead electric lines
5. See foundation landscaping plan

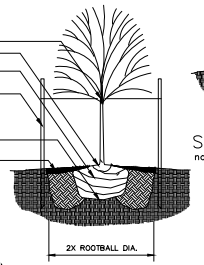
LANDSCAPE DATA TABLE			
CATEGORY	REQUIRED	PROVIDED	REGULATION
RIGHT-OF-WAY BUFFER WAVERLY ROAD	1 TREE PER 50 LF OF FRONTAGE; 10' WIDE 1,216 LF/50 = 25	25 TREES IN 30' LANDSCAPE EASEMENT	ARTICLE 5.2; O; TABLE 1
RIGHT-OF-WAY BUFFER 187th STREET	1 TREE PER 50 LF OF FRONTAGE; 10' WIDE 1,920 LF/50 = 39	39 TREES IN 30' LANDSCAPE EASEMENT - ORNAMENTAL TREES USED DUE TO OVERHEAD POWER LINES	ARTICLE 5.2; O; TABLE 1

TREES	CODE	BOTANICAL / COMMON NAME	SIZE	CONTAINER	QTY
	AR	Acer rubrum 'October Glory' / October Glory Red Maple	2" Cal.	B&B	9
	AT	Acer truncatum / Shantung Maple	2.5" Cal.	B&B	12
	AC	Amelanchier canadensis / Canadian Serviceberry	2.5" Cal.	B&B	13
	CC	Cercis canadensis / Eastern Redbud Multi-trunk	2.5" Cal.	B&B	14
	GT	Gleditsia triacanthos var. inermis 'Skyline' / Skyline Honey Locust	2.5" Cal.	B&B	8
	PG	Picea glauca 'Pendula' / Weeping White Spruce	5' Ht.	B&B	12
	QR	Quercus rubra / Red Oak	2" Cal.	B&B	8
SHRUBS	CODE	BOTANICAL / COMMON NAME	SIZE	CONTAINER	QTY
	CS	Cornus stolonifera / Red Twig Dogwood	5 gal - 3' tall min.	Container	19
	RP	Rhododendron yakushimanum 'Percy Wiseman' / Percy Wiseman Yaku Rhododendron	5 gal - 3' tall min.	Container	20



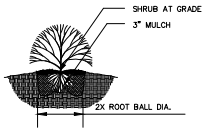
NOTES:
1. IN TURF AREA, PROVIDE 6' DIAMETER OF MULCH

Evergreen Tree Planting Detail



NOTES:
1. IN TURF AREA, PROVIDE 6' DIAMETER OF MULCH

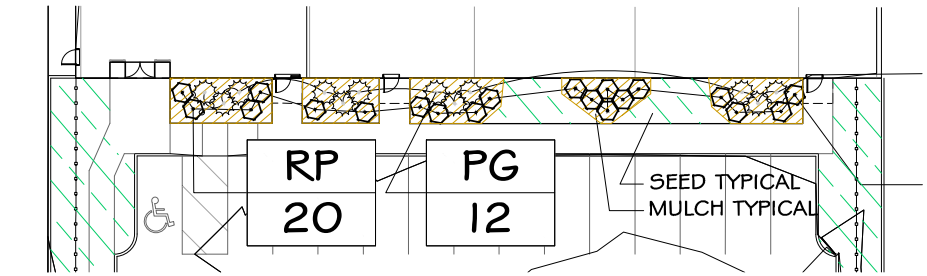
Deciduous Tree Planting Detail
not to scale



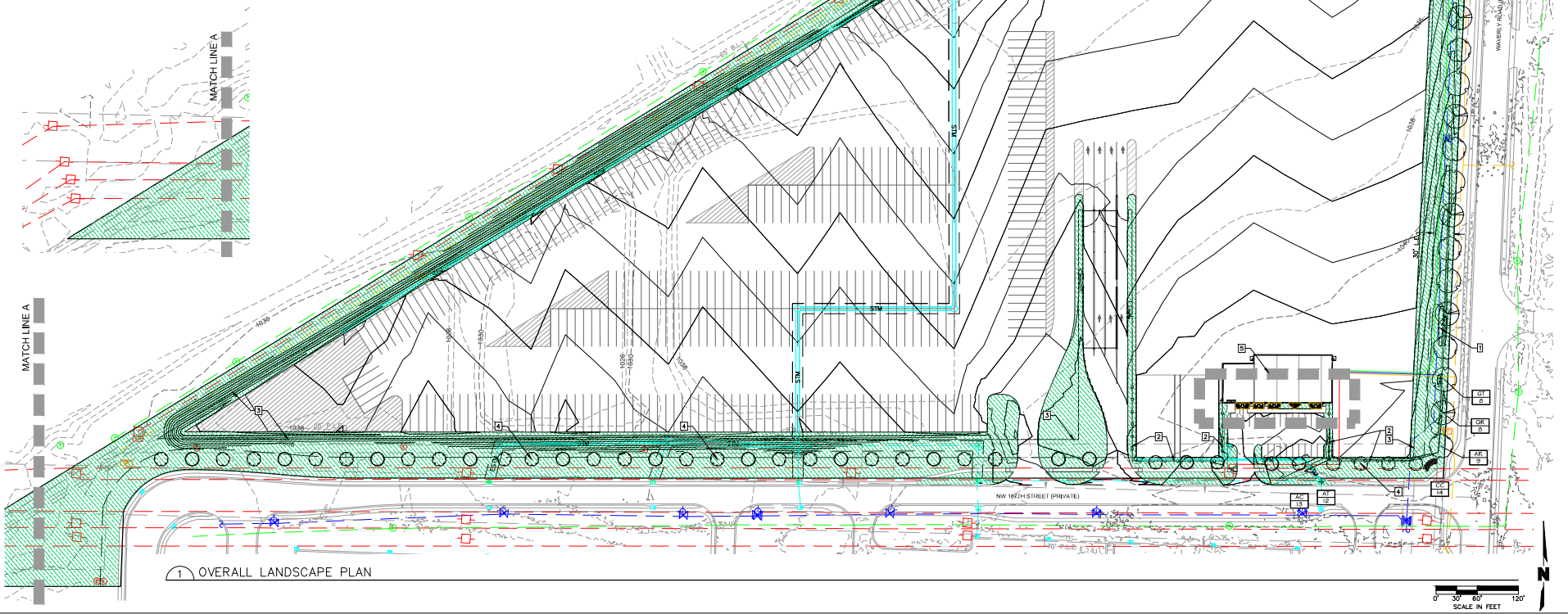
Shrub Planting Detail
not to scale

LEGEND

LINETYPE	
	EXISTING COMMUNICATIONS LINE
	PROPOSED COMMUNICATIONS LINE
	EXISTING NATURAL GAS LINE
	PROPOSED NATURAL GAS LINE
	EXISTING POWER\ELECTRIC LINE
	PROPOSED POWER\ELECTRIC LINE
	EXISTING SANITARY SEWER
	PROPOSED SANITARY SEWER
	EXISTING STORM SEWER
	PROPOSED STORM SEWER
	EXISTING WATER LINE
	PROPOSED WATER LINE



2 FOUNDATION LANDSCAPING PLAN
SCALE IN FEET 0' 5' 10' 20'



1 OVERALL LANDSCAPE PLAN
SCALE IN FEET 0' 30' 60' 120'

SITEPOINT
A Division of NorthPoint Development
8160 Flint Street, Suite 900
Lenexa, KS 66214
816.888.7380
sitepoint@northpointdev.com

NO.	DATE	REVISIONS/APPROVALS
	2021-10-29	PERMIT SET

REVIEWED BY: JAMES KRAATZ #917
DESIGNED BY: KRAATZ
DRAWN BY: KRAATZ
SP PROJECT #: 0056

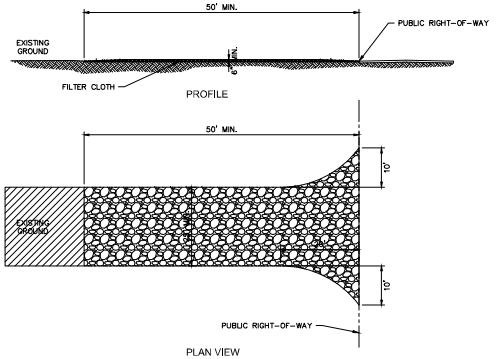
LANDSCAPE PLAN - OVERVIEW

PROJECT DOOR
EDGERTON, JOHNSON COUNTY, KANSAS

Certificate of Authority # 0000000000

SHEET #:
L-0100

S:\SITEPOINT DRIVE\CAD_PROJECTS_ARCHITECTURAL\2020\PROJECT DOOR\CONSTRUCTION DOCS\KANSAS CITY - A - WORK\EDGERTON, KS\CONSTRUCTION DOCS\PLANS\LANDSCAPE PLAN - OVERVIEW.DWG



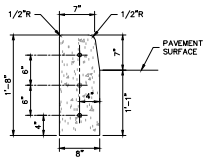
CONSTRUCTION SPECIFICATIONS

1. STONE SIZE–USED 2" STONE, OR RECLAIMED OR RECYCLED EQUIVALENT.
2. LENGTH–AS REQUIRED BUT NOT LESS THAN 50 FEET.
3. THICKNESS–NOT LESS THAN SIX (6) INCHES.
4. WIDTH–TWENTY (20) FEET MINIMUM, BUT NOT LESS THAN THE FULL WIDTH AT POINTS WHERE INGRESS AND EGRESS OCCUR.
5. FILTER CLOTH–WILL BE PLACED OVER THE ENTIRE AREA PRIOR TO PLACING OF STONE.
6. SURFACE WATER–ALL SURFACE WATER FLOWING OR DIVERTED TOWARD CONSTRUCTION ENTRANCES SHALL BE PIPED ACROSS THE ENTRANCE. IF PIPING IS IMPRACTICAL, A MOUNTABLE BERM WITH 5:1 SLOPES WILL BE PERMITTED.
7. MAINTENANCE–THE ENTRANCE SHALL BE MAINTAINED IN A CONDITION WHICH WILL PREVENT TRACKING OR FLOWING OF SEDIMENT ONTO PUBLIC RIGHTS-OF-WAY. THIS MAY REQUIRE PERIODIC TOP DRESSING WITH ADDITIONAL STONE AS CONDITIONS DEMAND AND REPAIR AND/OR CLEANOUT OF ANY MEASURES USED TO TRAP SEDIMENT. ALL SEDIMENT SPILLED, DROPPED, WASHED OR TRACKED ONTO PUBLIC RIGHTS-OF-WAY MUST BE REMOVED IMMEDIATELY.
8. WASHING–WHEELS SHALL BE CLEANED TO REMOVE SEDIMENT PRIOR TO ENTRANCE ONTO PUBLIC RIGHTS-OF-WAY. WHEN WASHING IS REQUIRED, IT SHALL BE DONE ON AN AREA STABILIZED WITH STONE AND WHICH DRAINS INTO AN APPROVED SEDIMENT TRAPPING DEVICE.
9. PERIODIC INSPECTION AS NEEDED MAINTENANCE SHALL BE PROVIDED AFTER EACH RAIN.

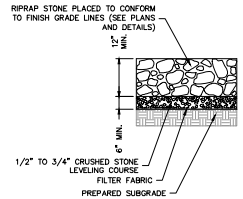
01 NOT TO SCALE
CONSTRUCTION ENTRANCE

CURB NOTES

1. ONE–HALF INCH (1/2") EXPANSION JOINTS WITH FIVE–EIGHTHS INCH (5/8") DIAMETER SMOOTH DOWELS TWO FOOT (2') LONG, SPACED AS SHOWN, SHALL BE PLACED AT RADIUS POINTS AND AT ONE HUNDRED FEET (100') INTERVALS. THE DOWELS SHALL BE GREASED AND WRAPPED ON ONE END WITH EXPANSION TUBES. FIX DOWELS WITH BAR SUPPORTS.
2. ONE INCH (1") DEEP CONTRACTION JOINTS SHALL BE INSTALLED AT APPROXIMATELY TEN FEET (10') INTERVALS. THE CONTRACTION JOINTS SHALL PASS ACROSS THE ENTIRE CURB SECTION.
3. DEPTH OF CURB SHALL BE A MINIMUM OF EIGHT INCHES (8") THROUGH THE WHEELCHAIR ACCESS RAMPS.



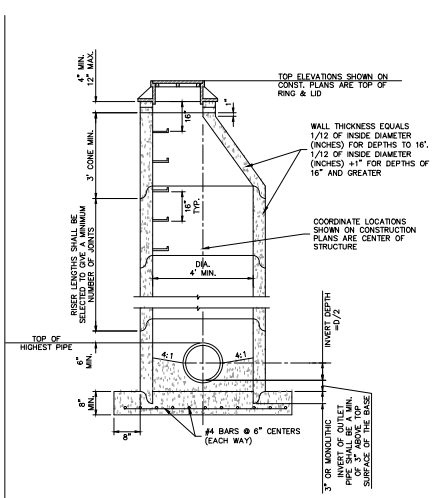
03 NOT TO SCALE
STRAIGHT CURB (TYPE C-1)



RIPRAP NOTES

1. STONE FOR RIPRAP SHALL CONSIST OF QUARRIED ROCK AND BE SOUND, DURABLE AND ANGULAR IN SHAPE.
2. SHALE AND STONE WITH SHALE SEAMS ARE NOT ACCEPTABLE.
3. STONES SHALL HAVE A MINIMUM THICKNESS OF 18", NO MORE THAN 10 PERCENT SHALL HAVE AN ELONGATION GREATER THAN 3:1, AT LEAST 60 PERCENT OF THE MASS SHALL BE OF PIECES HAVING A VOLUME OF ONE CUBIC FOOT, NO MORE THAN 6 PERCENT OF THE STONES SHALL WEIGH LESS THAN 10 POUNDS.

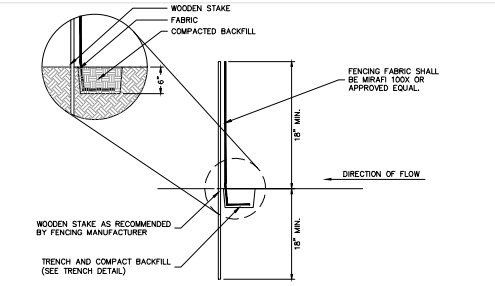
04 NOT TO SCALE
RIPRAP DETAIL



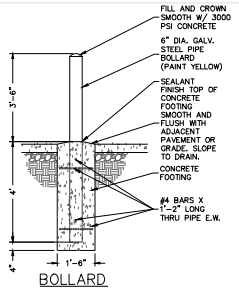
STORM MANHOLE NOTES

1. ALL MANHOLES ARE TO BE PRECAST CONCRETE AND OF ECCENTRIC CONE TYPE UNLESS OTHERWISE SPECIFIED.
2. MANHOLE TOP ADJUSTMENTS SHALL BE ACCOMPLISHED BY THE USE OF CONCRETE ADJUSTMENT RINGS.
3. TOP OF MANHOLE CASTING SHALL BE SET FLUSH AND ON SAME SLOPE AS FINISHED SURFACE OR AS DIRECTED BY THE ENGINEER.
4. REINFORCEMENT IN ALL SECTIONS SHALL EQUAL OR EXCEED A.S.T.M. C–478 SPECIFICATIONS.
5. THE ENGINEER SHALL DESIGNATE MODIFICATIONS FOR MANHOLES WITH SPECIAL DESIGNS.
6. THE INSIDE DIAMETER OF THE MANHOLE SHALL BE 4'–0" FOR PIPE DIAMETERS FROM 12" THRU 24", 5'–0" FOR PIPE DIAMETERS FROM 27" THRU 36", AND 6'–0" FOR PIPE DIAMETERS 42" THRU 48".
7. CLEARANCE TOLERANCE OF PIPE OPENINGS: THE MAXIMUM ALLOWABLE PIPE OPENING ON A HORIZONTAL AXIS SHALL BE THE OUTSIDE DIAMETER OF THE PIPE PLUS 12". THE MAXIMUM ALLOWABLE PIPE OPENING ON VERTICAL AXIS SHALL BE THE OUTSIDE DIAMETER PLUS 8". THE MAXIMUM CLEARANCE BETWEEN THE OUTSIDE SURFACE OF AN INSTALLED PIPE AND THE CONCRETE OF THE MANHOLE SHALL BE 2".
8. INSTALLATION OF PIPE OPENINGS: ALL REQUIRED PIPE OPENINGS SHALL BE PLANT CAST IN MANHOLE UNITS. FIELD ALTERATIONS OF OPENINGS WILL BE PERMITTED PROVIDED WALLS ARE SCORED WITH A MASONRY SAW TO A DEPTH SUFFICIENT TO SEVER REINFOECING STEEL. A CHIPPING HAMMER MAY THEN BE USED TO REMOVE THE CONCRETE. MINIMUM DISTANCE BETWEEN ANY TWO ADJACENT PIPES SHALL BE 2".
9. NO DIRECT PAYMENT FOR SHAPING FLOOR OR CONNECTING PIPES AS SHOWN ON PLANS.
10. RING AND COVER TO BE NEENAH R–1736, CLAY & BAILEY #2008, DEETER # 1316, OR APPROVED EQUAL. (CASTING MAY VARY BY MUNICIPALITY; REFER TO PLANS & CONTRACT DOCUMENTS.)

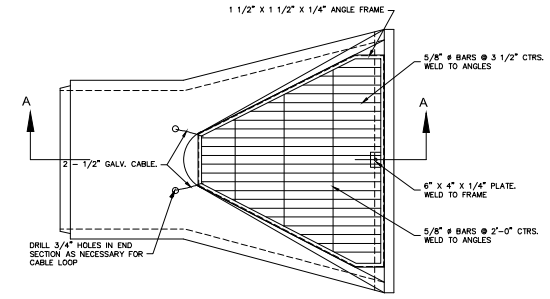
06 NOT TO SCALE
STORM SEWER MANHOLE



02 NOT TO SCALE
SILT FENCE



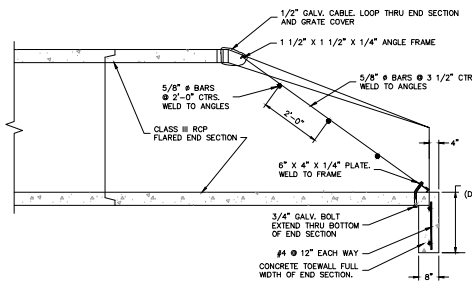
05 NOT TO SCALE
BOLLARD DETAIL



PLANVIEW

END SECTION NOTES

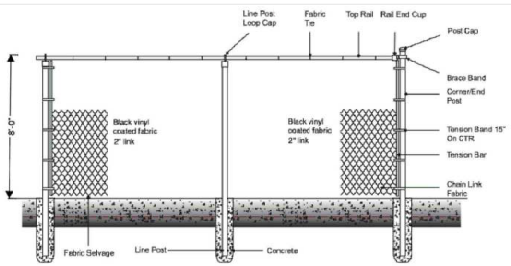
1. GRATE COVER DETAIL SHALL BE ADJUSTED AS NECESSARY TO FIT END SECTION PROVIDED.
2. MAXIMUM OPENING THRU END SECTION SHALL BE NO GREATER THAN 6". ADJUST DETAIL AS NECESSARY.
3. ALL METAL SURFACES SHALL BE HOT DIP ZINC COATED IN ACCORDANCE WITH ASTM A–123.
4. USE CITY APPROVED CONCRETE THROUGHOUT.
5. ALL CONCRETE AND MATERIALS USED IN THIS WORK SHALL MEET THE REQUIREMENTS OF THE GOVERNING BODY.
6. REINFORCING STEEL SHALL BE NEW BILLET, MINIMUM GRADE 40 AS PER ASTM A615, AND SHALL BE BENT COLD.
7. ALL DIMENSIONS RELATIVE TO REINFORCING STEEL ARE TO CENTERLINE OF BARS. 2" CLEARANCE SHALL BE PROVIDED THROUGHOUT UNLESS NOTED OTHERWISE. TOLERANCE OF ±1/8" SHALL BE PERMITTED.
8. ALL LAP SPLICES NOT SHOWN SHALL BE A MINIMUM OF 40 BAR DIAMETERS IN LENGTH.
9. ALL DOWELS SHALL BE ACCURATELY PLACED AND SECURELY TIED IN PLACE PRIOR TO PLACEMENT OF BOTTOM SLAB CONCRETE. STICKING OF DOWELS INTO FRESH OR PARTIALLY HARDENED CONCRETE WILL NOT BE ACCEPTABLE.
10. ALL REINFORCING STEEL SHALL BE SUPPORTED ON FABRICATED STEEL BAR SUPPORTS @ 3'–0" MAXIMUM SPACING.
11. DO NOT SCALE THESE DRAWINGS FOR DIMENSIONS OR CLEARANCES. ANY QUESTIONS REGARDING DIMENSIONS SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER PRIOR TO CONSTRUCTION.



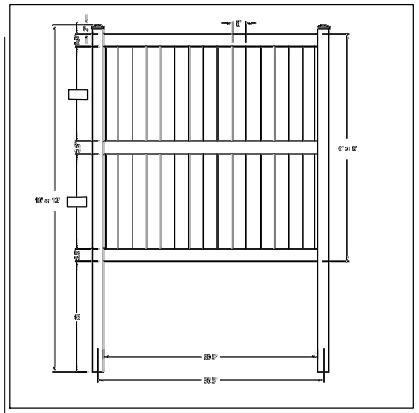
SECTION A-A

END SECTION TOE WALL WITH GRATE
NOT TO SCALE

07 NOT TO SCALE
END SECTION



08 NOT TO SCALE
VINYL COATED CHAIN LINK FENCE



09 NOT TO SCALE
VINYL FENCE – WHITE TONGUE AND GROOVE PANEL

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Riverside, MO 64150
816.888.7380
sitepoint@northpointkc.com

REVIEWED BY:
DESIGNED BY: D.H
DRAWN BY: D.H
SP PROJECT #:
CLIENT PROJECT #:
MEL/BSA/O.DEGOMA
PE:
#2001

NO.	REVISIONS/APPROVALS	DATE

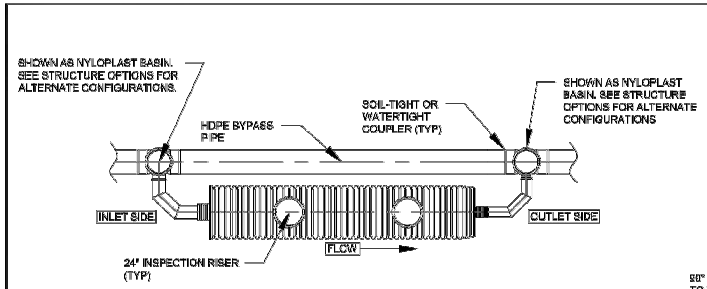
DETAIL SHEET

PROJECT DOOR
EDGERTON, JOHNSON COUNTY, KANSAS

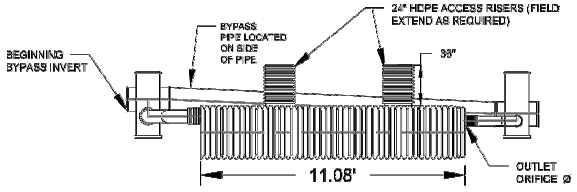
Certificate of Authority #:0000000000

SHEET #:
C-2000

S:\SITEPOINT DRIVE\01 PROJECTS_MEL\BSA\1_CIVIL\2_CONSTRUCTION PLANS\1_PLANS\01_SITE PLANS\C-2000 DETAIL SHEET.DWG



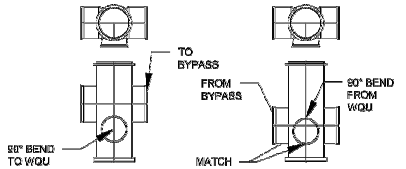
PLAN VIEW



PROFILE VIEW

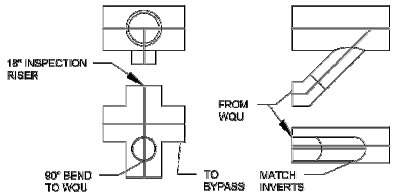
STRUCTURE OPTIONS

- FITTING DIMENSIONS VARY WITH UNIT DESIGN, DIMENSIONS CAN BE PROVIDED ONCE DESIGN IS EVALUATED.
- COMBINATIONS OF NYLOPLAST BASINS AND FABRICATED FITTINGS ARE AVAILABLE
- STRUCTURES BY OTHERS MAY BE USED.



INLET STRUCTURE NYLOPLAST BASIN

OUTLET STRUCTURE NYLOPLAST BASIN



INLET STRUCTURE FABRICATED SUMP TEE

OUTLET STRUCTURE FABRICATED REDUCING WYE

MODEL #	MAIN PIPE DIA.	SIEVE SIZE	PARTICLE SIZE (CM)	TREATED FLOW RATE (CFS)	INLET Ø	CUTLET Ø	OUTLET ORIFICE Ø	ELEVATION CHANGE*
4220WQAXX	42"	140	0.0106	1.73	12"	12"	8.13"	14.8"
4220WQBXX	42"	200	0.0075	0.86	12"	12"	8.70"	14.8"

XX DENOTES A BY-PASS SIZE OF 15", 18", 24", 30", 36", 42", 48", OR 60"
XX=00 DENOTES UNITS W/OUT A BY-PASS.
* ELEVATION CHANGE FOR UNITS WITHOUT A BY-PASS IS 2"

NOTES:

1. SEE STANDARD DETAILS STD-501 AND STD-502 FOR STORM WATER QUALITY UNIT PRODUCT DETAILS.
2. REFERENCE TECHNICAL NOTE 1.03 FOR ADDITIONAL DESIGN INFORMATION.
3. ELEVATION CHANGE DENOTES THE ELEVATION DROP FROM INVERT OF BYPASS AT INLET TO INVERT OF BYPASS AT OUTLET.

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REV.	DESCRIPTION	BY	MM/DD/YY	CHKD
1	FORMATTING UPDATES AND REMARKS	TJR	02/17/16	

ADVANCED DRAINAGE SYSTEMS, INC. ("ADS") HAS PREPARED THIS DETAIL BASED ON INFORMATION PROVIDED TO ADS. THIS DRAWING IS INTENDED TO DEPICT THE COMPONENTS AS REQUESTED. ADS HAS NOT PERFORMED ANY ENGINEERING OR DESIGN SERVICES FOR THIS PROJECT, NOR HAS ADS INDEPENDENTLY VERIFIED THE INFORMATION SUPPLIED. THE INSTALLATION DETAILS PROVIDED HEREIN ARE GENERAL RECOMMENDATIONS AND ARE NOT SPECIFIC FOR THIS PROJECT. THE DESIGN ENGINEER SHALL REVIEW THESE DETAILS PRIOR TO CONSTRUCTION. IT IS THE DESIGN ENGINEERS RESPONSIBILITY TO ENSURE THE DETAILS PROVIDED HEREIN MEETS OR EXCEEDS THE APPLICABLE NATIONAL, STATE, OR LOCAL REQUIREMENTS AND TO ENSURE THAT THE DETAILS PROVIDED HEREIN ARE ACCEPTABLE FOR THIS PROJECT.

42in SCIU WQU

DRAWING NUMBER STD-505

4640 TRUEMAN BLVD. HILLIARD, OHIO 45026

ADVANCED DRAINAGE SYSTEMS, INC.

DRWN BY: CKS
DATE: 7/17/08
CHK BY:
SCALE: NTS
SHT OF

SITEPOINT
A Division of HorstWorks Development
4625 NW 41st Street, Suite 500
Riverside, MO 64150
816.888.7380
sitepoint@horstworks.com

NO.	REVISIONS/APPROVALS	DATE

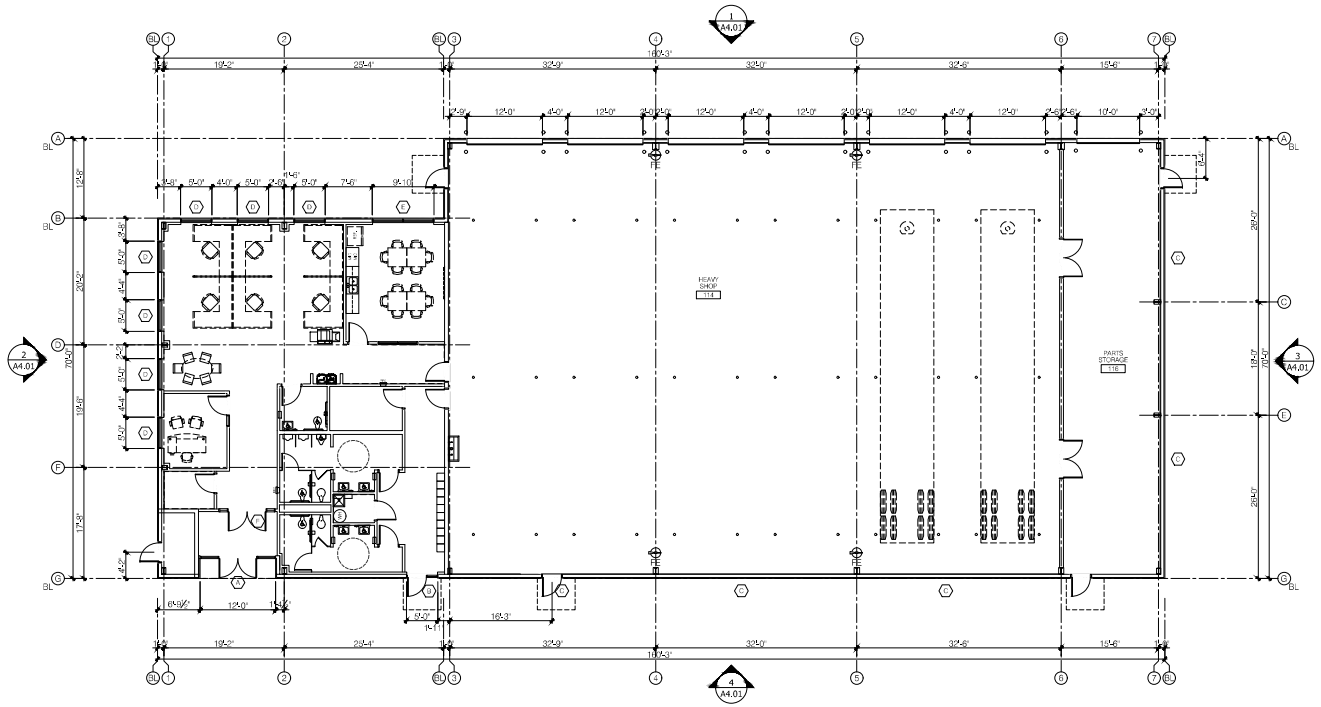
REVIEWED BY: MS
DESIGNED BY: D.H.
DRAWN BY: D.H.
SP PROJECT #: 15-0061
MEJRSA'D DESIGNATE: #2061

DETAIL SHEET (2)

PROJECT DOOR
EDGERTON, JOHNSON COUNTY, KANSAS

SHEET #:

C-2001



1 OVERALL FLOOR AND CODE PLAN

Scale: 1/8"=1'-0"

studioNorth ARCHITECTURE
4525 NW 41st Street | Suite 100 | Riverside, MO 64150
(816) 888 | 7369
NorthPoint Development, LLC
Kansas Certificate of Authorization No. A-1099

CIVIL

LANDSCAPE

FOUNDATIONS

STRUCTURAL

PLUMBING

MECHANICAL

ELECTRICAL

FIRE PROTECTION

CONTRACTOR

NorthPoint DEVELOPMENT

LOCATED AT:

Logistics PARK KANSAS CITY

LPKC
Project Door

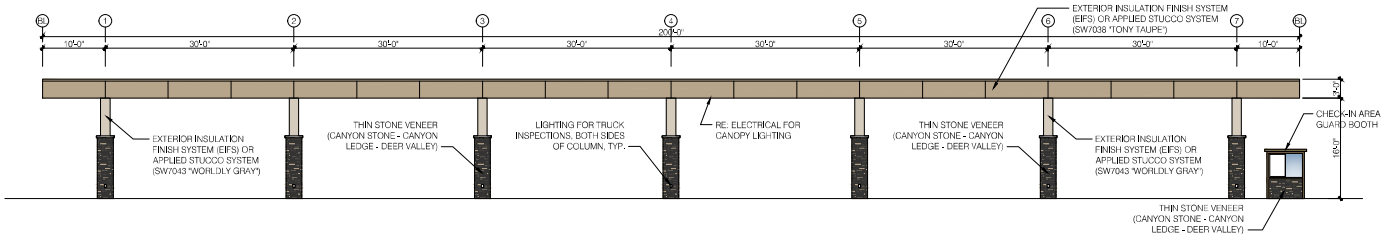
Project No.
Date: 11.30.21
Issued For: Planning Submittal 2
Revisions:

No.	Date	Description

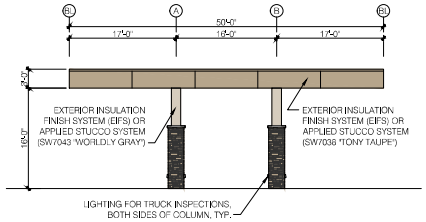
Preliminary
Not For Construction

Ronald Dean Schlosserecker - Architect
Kansas License No. 3874

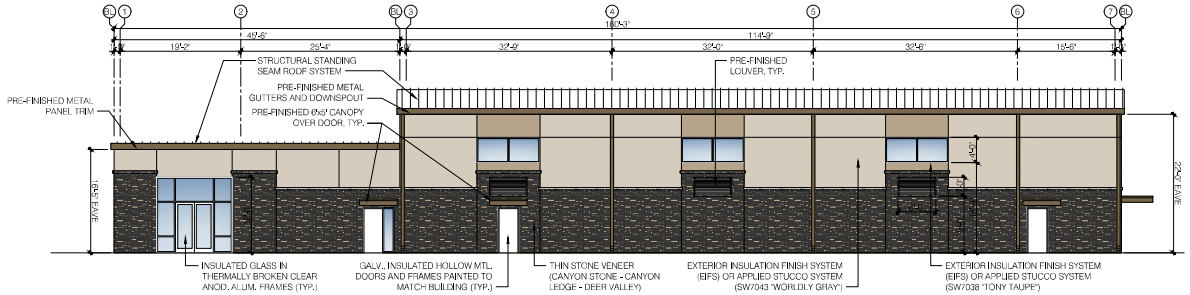
A1.00
FLOOR PLAN



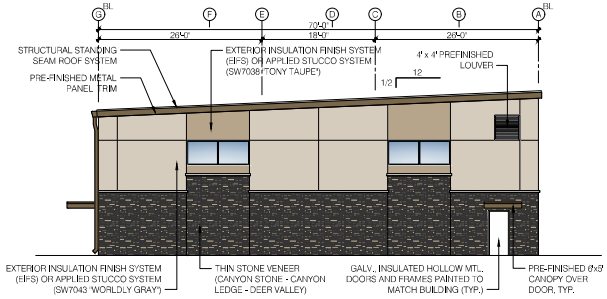
6 INSPECTION CANOPY ELEVATION
Scale: 1/8"=1'-0"



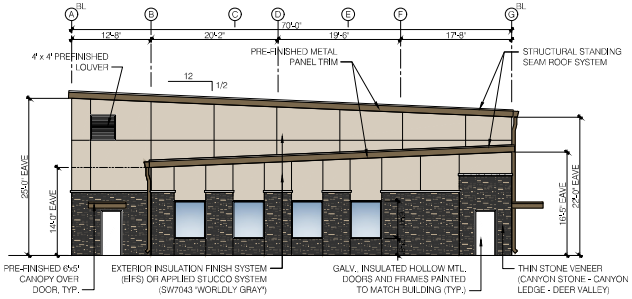
5 INSPECTION CANOPY ELEVATION
Scale: 1/8"=1'-0"



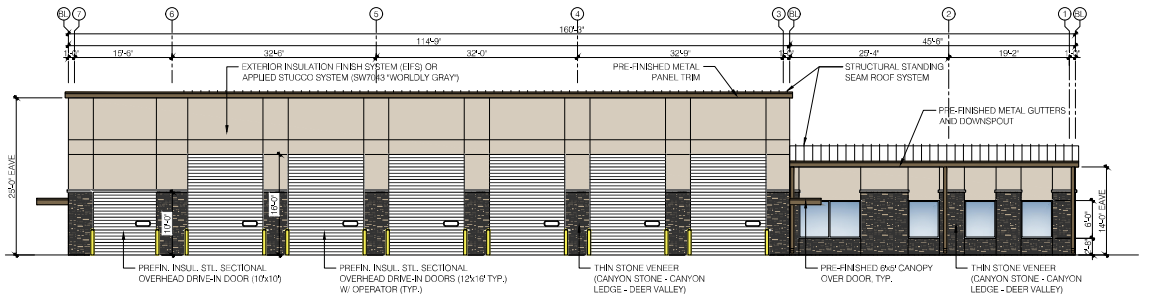
4 SOUTH ELEVATION
Scale: 1/8"=1'-0"
PERCENTAGE OF STUCCO = 41.5%



3 EAST ELEVATION
Scale: 1/8"=1'-0"
PERCENTAGE OF STUCCO = 47.9%



2 WEST ELEVATION
Scale: 1/8"=1'-0"
PERCENTAGE OF STUCCO = 54.8%



1 NORTH ELEVATION
Scale: 1/8"=1'-0"
PERCENTAGE OF STUCCO = 42.2%

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(816) 888-7369
NorthPoint Development, LLC
Kansas Certificate of Authorization No. A-1099

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LANDSCAPE
FOUNDATIONS
STRUCTURAL
PLUMBING
MECHANICAL
ELECTRICAL
FIRE PROTECTION
CONTRACTOR

NorthPoint DEVELOPMENT

LOCATED AT:

Logistics PARK KANSAS CITY

LPKC
Project Door

Project No.:
Date: 11.30.21
Issued For: Planning Submittal 2
Revisions:

No.	Date	Description

Preliminary
Not For Construction

Ronald Dean Schlosserecker - Architect
Kansas License No. 3874

A4.01
BUILDING ELEVATIONS

EDGERTON CITY HALL
PLANNING COMMISSION MEETING
December 14, 2021

A regular session of the Edgerton Planning Commission (the Commission) was held in the Edgerton City Hall, 404 E. Nelson Edgerton, Kansas on December 14, 2021. The meeting convened when Chairperson John Daley called the meeting to order at 7:00 PM.

1. ROLL CALL

Jeremy Little	absent
Charlie Crooks	present
Tim Berger	absent
Deb Lebakken	present
John Daley	present

With a quorum present, the meeting commenced.

Staff in attendance: Katy Crow, Development Services Director
Beth Linn, City Administrator

2. WELCOME. Chairperson Daley welcomed all in attendance to the meeting.

3. PLEDGE OF ALLEGIANCE. All present participated in the Pledge of Allegiance.

CONSENT AGENDA

4. Approve Minutes from the November 9, 2021 Planning Commission Meeting.

Commissioner Lebakken moved to approve the consent agenda. Commissioner Crooks seconded the motion. The consent agenda was approved, 3-0.

REGULAR AGENDA

5. DECLARATION. The Commissioners did not have anything to declare at this time.

BUSINESS REQUIRING ACTION

Chairman Daley stated during the remainder of this meeting, there will be four public hearings for new items and an opportunity to hear public comment and concerns regarding that specific item. He stated the applicant will be allowed to present their information in order for this commission to either approve that item or make a recommendation to the Governing Body, if so warranted.

He stated anyone wanting to speak during the public comments portion of tonight's meeting will be able to do so. He stated persons will be asked to sign in and provide their name and address for the record, speakers will be limited to 3 minutes each.

He stated comments must pertain to the specific item in which the public hearing is being held.

He stated as the chairman of this body, he reserves the right to modify these procedures as needed to conduct an orderly and efficient meeting.

NEW BUSINESS

6. HOLD A PUBLIC HEARING TO CONSIDER APPLICATION PP2021-05 FOR A PRELIMINARY PLAT FOR JB HUNT TRANSPORT, INC. LOCATED AT 30650 W. 191st STREET (NORTHEAST CORNER OF 191ST STREET AND MONTROSE STREET)

Chairman Daley opened the Public Hearing at 7:01 PM.

Ms. Katy Crow, Development Services Director, presented the application using information from the Staff Report provided in the Planning Commission packet. The applicant has been provided with the Staff Report comments and stipulations required for approval. She stated Zach Fletcher is present to represent the applicant.

With no comments made from the applicant or persons in the audience, Chairman Daley then closed the Public Hearing at 7:06 PM.

7. CONSIDER APPLICATION PP2021-05 FOR A PRELIMINARY PLAT FOR JB HUNT TRANSPORT, INC. LOCATED AT 30650 W. 191st STREET (NORTHEAST CORNER OF 191ST STREET AND MONTROSE STREET)

Chairman Daley stated with the conclusion of the discussion on this item, the Commission will now vote on Application PP2021-05, Preliminary Plat for JB Hunt Transport, Inc.

He asked for a motion to recommend approval, denial, or the continuance of PP2021-05.

Commissioner Crooks made motion to approve the application, seconded by Commissioner Lebakken. The Application was approved, 3-0.

8. CONSIDER APPLICATION FP2021-04 FOR A FINAL PLAT FOR JB HUNT TRANSPORT, INC. LOCATED AT THE 30650 W. 191st STREET (NORTHEAST CORNER OF 191ST STREET AND MONTROSE STREET)

Ms. Crow presented the information for FP2021-04, using information from the Staff Report provided in the Planning Commission packet.

There were no questions or comments from the Commissioners.

Commissioner Crooks made motion to approve the application, seconded by Commissioner Lebakken. The Application was approved, 3-0.

9. HOLD A PUBLIC HEARING TO CONSIDER APPLICATION PP2021-04 FOR A PRELIMINARY PLAT FOR LOGISTICS PARK KANSAS CITY FIFTH PLAT LOCATED NORTH OF 187TH STREET BETWEEN KILL CREEK ROAD AND WAVERLY ROAD

Chairman Daley opened the Public Hearing at 7:12 PM.

Ms. Crow presented the application using the Staff Report information provided in the Planning Commission packet. She stated Aaron Burks and Melissa DeGonia from NorthPoint, were in attendance

to represent the applicant. Upon conclusion of Ms. Crow's presentation, Mr. Burks stated that this parcel is the triangle shaped piece of ground as shown on the map, south and directly adjacent to the BNSF Intermodal Maintenance Facility in the heart of LPKC.

Commissioner Lebakken asked what restrictive covenant is.

Ms. Crow responded that it is a stipulation that runs with the ground and thus must be shown on the Plat document. It is most commonly seen in residential developments which have an HOA in place. It can also be seen in commercial strip malls pertaining to common area maintenance. There will be none on this property.

Commissioner Crooks asked if the containers will be stacked on the ground.

Chairman Daley stated that those details will be discussed during review of the Site Plan.

With no further questions or comments, Chairman Daley closed the Public Hearing at 7:17 PM.

10. CONSIDER APPLICATION PP2021-04 FOR A PRELIMINARY PLAT FOR LOGISTICS PARK KANSAS CITY FIFTH PLAT LOCATED NORTH OF 187TH STREET BETWEEN KILL CREEK ROAD AND WAVERLY ROAD

Chairman Daley stated with the conclusion of the discussion on this item, the commission will now vote on Application PP2021-04, Preliminary Plat for LPKC Fifth Plat.

He asked for a motion to recommend approval, denial, or the continuance of PP2021-04.

Commissioner Lebakken made motion to approve the application with stipulations as listed in the Planning Commission packet, seconded by Commissioner Crooks. The Application was approved, 3-0.

11. CONSIDER APPLICATION FP2021-03 FOR A FINAL PLAT FOR LOGISTICS PARK KANSAS CITY FIFTH PLAT LOCATED NORTH OF 187TH STREET BETWEEN KILL CREEK ROAD AND WAVERLY ROAD

Ms. Crow presented the application using information from the Staff Report provided in the Planning Commission packet. She reminded the Commission that while the date indicated in the Staff Report for the item to be heard at the City Council meeting is January 13, 2022, the actual date can vary based upon the timeliness of the applicant's response to stipulations required on the submittal.

There were no comments made by the applicant.

There were no questions or comments made by the Commissioners.

Commissioner Crooks made motion to approve the application with stipulations as listed in the Planning Commission packet, seconded by Commissioner Lebakken. The Application was approved, 3-0.

12. HOLD A PUBLIC HEARING TO CONSIDER APPLICATION FS2021-11 FOR A FINAL SITE PLAN FOR LOGISTICS PARK KANSAS CITY FIFTH PLAT LOCATED NORTH OF 187TH

STREET BETWEEN KILL CREEK ROAD AND WAVERLY ROAD

Chairman Daley opened the Public Hearing at 7:25 PM.

Ms. Katy Crow presented the application using information from the Staff Report provided in the Planning Commission packet.

She stated the proposed use of the facility will be a cargo container storage lot. There will be a proposed maintenance facility near the southeast corner of the parcel and just to the west of the maintenance facility, is a 'pre-tripping' area where containers will be rinsed and prepped for the storage yard.

Ms. Crow referenced the packet, noting Article 10, Section 10.1, of the Unified Development Code (UDC) related to contents of Site Plan drawings. The City Engineer has indicated that the proposed access points will require reconstruction of the existing sidewalks. She also noted that the applicant has stated a photometric plan will be provided when available. She stated this submittal will be required prior to issuance of a building permit, once received, city staff will review the plan to ensure it complies with the UDC. She noted additional easements will be needed for the proposed public sanitary sewer line, these are being reviewed.

Ms. Crow also referenced Article 5, Section 5.2 of the UDC related to Logistics Park zoning designations. She noted it is required that all rooftop units must be completely screened from view, typically handled with fencing of some kind. This includes HVAC units. All operations must be fully screened from view including trash enclosures. The applicant has noted the project will include vinyl coated chain link fencing around the perimeter of the project with solid vinyl fencing around the 'pre-tripping' area to fully screen it from view. The building is in compliance with the UDC and the applicant is required to move the landscaping to the top of the berms. There are shrubs missing from the landscape plan but the applicant has agreed to add them.

Ms. Crow stated staff recommends approval of this application with the stipulations as listed in the packet.

Mr. Burks with NorthPoint Development stated that the applicant agrees to comply with all stipulations listed. He noted that operations on this parcel will have 5 main functions - to the east, container storage, to the west, wheeled container storage, a 'pre-tripping' area and maintenance area for the containers, and it will also include a space for a shop with an office and a specific inspection station with canopy.

Commissioner Crooks asked why they want to locate the facility here.

Mr. Burks stated because of the general need of container storage in the Logistics Park. When containers arrive on the trains, they have to be unloaded and moved out of the BNSF facility. More storage area for containers is needed as containers are a by-product of intermodal operations. He stated roughly 200 containers a week are needed to ship agricultural products and they must have a place to store the empty containers. This location is ideal due to it being surrounded by industrial development.

Commissioner Crooks asked if there would be traffic going out of the intermodal.

Mr. Burks stated there will still be traffic. He stated it is possible that in the long term it may be possible to access BNSF property directly, and an option for this has been taken into consideration in the plan submitted. He stated NorthPoint executed this exact plan in Alliance, TX, and it does take a long time to work out the details with BNSF.

Chairman Daley asked about plans for a detention basin. Mr. Burks stated there is an existing detention basin for IP5 and can be adjusted in their design to meet City Engineer requirements.

Chairman Daley asked how many containers would be stored at the facility. Mr. Burks stated that the exact number of containers that will be located at this project is unknown. Ms. Crow stated that for cargo container storage operations it is really about setbacks discussed in conditional use permit which limit the storage area. Stacking is limited in height as well.

Ms. Crow also stated that it has not yet been determined if the pre-tripping area drainage will be connected to the sanitary or stormwater system. Ms. DeGonia stated that NorthPoint is still working with KDHE to determine what will be allowed. The plan is for a drain to be installed that would trap anything that floats from entering the system. Mr. Burks stated that the 'pre-tripping' area will only be for refrigerated containers not standard, regular containers. The proposed tenant has strict policies for 'pre-tripping' inspections.

Chairman Daley stated he would assume there will be no gravel. Ms. Crow confirmed that all surfaces will be paved. Mr. Burks stated internal roadways are connected with asphalt.

Commissioner Crooks asked if the lifts are diesel or electric, is there an underground tank.

Mr. Burks stated yes, there is an underground fuel tank. He stated it is diesel for the hausler (yard) trucks. He stated he's pretty sure the container lifts are also diesel.

Chairman Daley asked if UPS had hidden their pumps. Ms. Crow stated UPS has an above ground tank fueling operations but regulations now require all tanks to be underground.

Chairman Daley asked what the plans are for the southwest corner. Mr. Burks stated currently, no work is planned for the parcel, but will still be combined. It will be left as grass area.

With no further questions or comments, Chairman Daley then closed the Public Hearing at 7:50 PM.

13. CONSIDER APPLICATION FS2021-11 FOR A FINAL SITE PLAN FOR LOGISTICS PARK KANSAS CITY FIFTH PLAT LOCATED NORTH OF 187TH STREET BETWEEN KILL CREEK ROAD AND WAVERLY ROAD

Chairman Daley stated with the conclusion of the discussion on this item, the commission will now vote on Application FS2021-11, Final Site Plan for LPKC Fifth Plat.

He asked for a motion to recommend approval, denial, or the continuance of FS2021-11.

Commissioner Crooks made motion to approve the application with stipulations as listed in the Planning Commission packet, seconded by Commissioner Lebakken. The Application was approved, 3-0.

14. HOLD A PUBLIC HEARING TO CONSIDER CONDITIONAL USE PERMIT APPLICATION CU2021-04 FOR LOGISTICS PARK KANSAS CITY FIFTH PLAT CARGO CONTAINER STORAGE LOT LOCATED NORTH OF 187TH STREET BETWEEN KILL CREEK ROAD AND WAVERLY ROAD

Chairman Daley opened the Public Hearing at 7:52 PM.

Ms. Crow presented the application using information from the Staff Report provided in the Planning Commission packet.

Mr. Burks stated the applicant has no comment on this item other than that they are in agreement with all comments and stipulations provided by staff.

There were no public comments made.

Commissioner Lebakken asked if any traffic from the project will be using Waverly Road to 56 Highway. Mayor Roberts stated he has the same concern and has had numerous conversations with Johnson County about that particular roadway. Commissioner Lebakken asked if the road was in the county. Mayor stated that from the mainline (train tracks) to 56 is in the County. Chairman Daley asked if trucks still drive on it. Ms. Linn stated that there is infrastructure in place for trucks to use in the Logistics Park. Mayor Roberts stated the intent is to get rail served development in the area.

With no further questions or comments, Chairman Daley closed the Public Hearing at 8:05 PM.

15. CONSIDER CONDITIONAL USE PERMIT APPLICATION CU2021-04 FOR LOGISTICS PARK KANSAS CITY FIFTH PLAT CARGO CONTAINER STORAGE LOT LOCATED NORTH OF 187TH STREET BETWEEN KILL CREEK ROAD AND WAVERLY ROAD

Chairman Daley stated with the conclusion of the discussion on this item, the commission will now vote on Application CU2021-04, Conditional Use Permit for LPKC Fifth Plat Cargo Container Storage Lot.

He asked for a motion to recommend approval, denial, or the continuance of CU2021-04.

Commissioner Lebakken made motion to approve the application with stipulations as listed in the Planning Commission packet, seconded by Commissioner Crooks. The Application was approved, 3-0.

16. FUTURE MEETING

Chairman Daley stated having no further items on the agenda, please note that the next regular session of the Planning Commission is scheduled for January 11, 2022 at 7:00 PM.

17. ADJOURNMENT

Chairman Daley asked for a motion to adjourn the meeting.

Commissioner Lebakken motioned to adjourn the meeting. Commissioner Crooks seconded the motion. The motion was approved, 3-0. The meeting was adjourned at 8:07 PM.

Submitted by Beth Linn, City Administrator.

EDGERTON
global routes. local roots.
404 East Nelson
Edgerton, KS 66021
P: 913.893.6231
EDGERTONKS.ORG

City Council Action Item

Council Meeting Date: September 9, 2022

Department: Utilities

Agenda Item: Consider an Agreement With Northpoint And Their Tenant to be a Significant Industrial User

Background/Description of Item:
As part of the current Wastewater Master Plan, identifying and permitting significant industrial users (SIU) will provide needed safety measures to know which customers will be dumping wastewater that may differ from typical residential flow. The Master Plan recommended a SIU Agreement between the customer and the City, requiring them to declare what they intend to discharge and the amount. The draft agreement is included with this item.

The agreement is set to be between the City, the Owner of the property, which would be Northpoint, and their tenant. The owner and tenant are planning to operate a storage container facility with a pre-tripping area. This agreement requires the tenant to measure quantity and quality of flow. Tenant also agrees to perform standard maintenance on testing equipment, solids catchment, and the oil/grease separator. In the agreement are measures to protect the City in the case of non-compliance.

This agreement is required as part of the conditional use permit. Staff recommends approving this agreement pending final review by City Attorney.

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

Funding Source: N/A

Budget Allocated: N/A

Finance Director Approval: N/A

Recommendation: Approve Agreement With Northpoint And Their Tenant to be a Significant Industrial User

Enclosed: Significant Industrial User Agreement - Draft

Prepared by: Dan Merkh, Public Works Director

SIGNIFICANT INDUSTRIAL USER
AGREEMENT FOR DISCHARGE
TO THE CITY OF EDGERTON
MUNICIPAL WASTEWATER TREATMENT FACILITIES

Permit No. _____

THIS SIGNIFICANT INDUSTRIAL USER AGREEMENT ("Agreement") is entered into as of the date listed below by and between the City of Edgerton, Kansas, a municipal corporation ("City"), COMPANY WHO OWNS THE LAND ("OWNER"), a Kansas corporation, and TENANT'S NAME ("TENANT"), a Kansas corporation and an Industrial Contributor ("IC") to the Wastewater Treatment System of the City of Edgerton, referred to jointly as "the Parties".

WHEREAS, (Owner) possesses fee title to the real property located at _____ ("the Property"); and

WHEREAS, (TENANT) is a tenant of (OWNER) at the Property pursuant to a lease agreement; and

WHEREAS, (TENANT) proposes a project ("Project") wherein wastewater from the Property is discharged into the City of Edgerton Municipal Wastewater Treatment Facilities and collection system ("Facilities"); and

WHEREAS, the operations occurring at the Property under the supervision of (TENANT) and in compliance with any and all City codes, regulations and ordinances, will result in a significant wastewater contribution to the Facilities; and

WHEREAS, the Parties wish to reach an Agreement which allows such discharge and contribution to the Facilities subject to certain limitations, monitoring requirements, and other conditions as described below.

WHEREFORE, the Parties hereby agree to the following:

A. Initial Agreement and Application Data

1. The terms of this Agreement are based on the Initial Agreement Application Data provided by (OWNER) and (TENANT), attached hereto as Exhibit "A". By signing this Agreement, (OWNER) and (TENANT) affirm that all information provided in that Application is true and correct to the best of (OWNER)'s and (TENANT)'s knowledge and understanding.

A. **Effective Date and Term.**

1. Subject to the Kansas Cash Basis law, this Agreement shall be effective for a term of _____ years, ending on _____ (Date). The Contract may be terminated at the end of the Contract term unless the City and the (TENANT) have mutually agreed upon an extension no later than two (2) months prior to the expiration date, unless otherwise agreed upon in writing by the parties.

2. The Contract may be terminated within fourteen (14) days of (TENANT) receiving written notice from the (OWNER) that (TENANT):
    a. Fails to substantially perform the work;
    b. Fails to remediate any issues to existing equipment within a reasonable time;
    c. Fails to submit reports and/or records.

    At any time, and without any required notice, (OWNER) and (TENANT) may mutually decide to terminate the Contract and upon what terms.

3. Applications for renewal will be made two (2) months prior to the expiration date of the user's existing Agreement.

4. (TENANT) shall be responsible for remediation of the site and/or equipment upon termination of this Agreement. Details of remediation is required to be approved by the City no later than two (2) months prior to the expiration date.

B. **Permit Effluent Limitations and Monitoring Requirements.**

1. Discharge limits and monitoring requirements are as follows:

    The limits of discharge into the public sewers of any waters or wastes consists of the following:

    - a five-day Biochemical Oxygen Demand greater than 200 parts per million by weight,
    - a Chemical Oxygen Demand greater than 520 parts per million by weight,
    - containing more than 200 parts per million by weight of suspended solids on an annual average basis,
    - containing more than 50 parts per million of Total Kjeldahl Nitrogen,
    - containing more than 6 parts per million Total Phosphorus, or
    - containing any quantity of substances having the characteristics described in Edgerton Municipal Code, section 15-228, 15-229,
    - having an average daily flow greater than 5000 gallons.

    Monitoring shall be conducted daily at the expense of the IC. Results are to be provided to the superintendent or his/her designee as indicated in Section C.

2. The IC is authorized to discharge process wastewater in compliance with the limits and monitoring requirements specified in this Agreement after construction of the Project is substantially complete and lasting for the term of the Permit. No discharge may take place under this Agreement after the expiration date listed above. In order to receive authorization to discharge after the above expiration date, (OWNER) and (TENANT) shall reapply for a new Permit.

3. In addition, the IC shall comply with all requirements located in the City of Edgerton City Code, City of Edgerton Unified Development Code, and any and all other pertinent ordinances or requirements of the City of Edgerton, as well as comply with all state or federal regulations regarding discharge to municipal wastewater treatment facilities.

4. The written approval of the Kansas Department of Health and Environment is required for this Application, and the wastewater discharge described therein, to be approved.

5. Samples shall be collected in compliance with the monitoring requirements specified in this Agreement and shall be taken at the following location(s):

   At a location prior to connection to the public system, downstream of all private connections and after any and all grease traps, solid catch structures, sand/oil separators and any other similar structures as determined by the City.

6. The City, upon detection of any violations of the limits or monitoring requirements specified herein, shall notify (TENANT) after test results are obtained. The City may also resample for the violated parameter within thirty (30) days. Detection shall include all required and discretionary samples or monitoring by the City and any other self-monitoring of regulated parameters as described in this Section C. All costs accrued by the City for sampling shall be reimbursed at 1.5 times the actual costs.

7. (TENANT) shall be responsible for continuously monitoring waste flow from its facility. (TENANT) shall be allowed to monitor waste flow by reading its total daily discharge as recorded by the flow monitoring equipment. (TENANT) shall also be responsible for furnishing, installing and maintaining composite sampling equipment for monitoring of waste flow from its facility.

8. According to the monitoring requirements in Sec. B.1. and at any other times at the City's discretion, a twenty-four (24) hour composite sample shall be collected for analysis by an independent testing laboratory for BOD and TSS analysis. The composite sample shall be collected with an automatic sampler operating in conjunction with a flow meter by either of two approved methods: (1) by withdrawing samples of equal volume in response to incremental changes in totalizer flow, or (2) by withdrawing separate samples every hour for twenty-four (24) hours and afterwards preparing a composite made up of the twenty-

four (24) samples, the volume of each a constant proportion of the waste flow at the time of withdrawal, as measured by the flow meter.

9. The independent testing laboratory shall be certified by the State of Kansas. The choice of independent testing laboratory shall be by mutual agreement between (TENANT) and the City. The testing laboratory shall be instructed to provide its results in writing to the City and (TENANT). Testing shall be conducted monthly, unless a different frequency is set by mutual written agreement between (TENANT) and the City. All costs involved in the testing described herein shall be billed to (TENANT). Any additional testing requested by the City shall be paid by the City, unless otherwise agreed to by the Parties.

10. (TENANT) shall be responsible for calibrating and performing maintenance on its analytical instruments as required to insure accuracy of measurements. In the event that flow monitoring equipment and/or sampling equipment must be out of service for any length of time, (TENANT) shall immediately inform the City of the condition and the estimated duration of non-service. During the period of non-service, wastewater flows may be estimated based on water supply meters. If the period of non-service is estimated to exceed forty-eight (48) hours, or will prevent the City from collecting the required number of samples, arrangements shall be made by the company to install portable sampling equipment. If flow data is not available, billing shall be based on usage estimates and the previous six (6) months of sample results. If non-service occurs longer than the agreed time, operations shall cease until repairs are complete to the satisfaction of the City.

11. (TENANT) shall grant to the City access to the (TENANT) sampling station at the City's request for the purpose of inspection or data collection. The City shall also have authority to enter the (TENANT)'s sampling station at any time for the purposes of installation of its own monitoring equipment.

12. Discharge is to be measured by flow monitoring technology and will be used for billing purposes. Flow information is to be provided to the City on _____ date of each month.

13. The rate structure shall be as described in Exhibit "B" and per the then existing rates found within the City Code and/or the City of Edgerton Fee Resolution.

14. Any and all equipment involved in the discharge of wastewater by (TENANT) shall be tested monthly by (TENANT), and within thirty (30) days of written notice from the City. Inspection records of any and all equipment is to be provided to the City.

15. A sand/oil separator must be connected to (TENANT) system prior to connection to the public's system.

16. Solids' capturing equipment must be installed and maintained by (TENANT) and must be approved by the City before discharge occurs. The sand/oil separator, the solids' capturing device and any other similar equipment may be inspected upon reasonable notice from the City.

17. (TENANT) may not employ any equipment involved in the discharge process which solely remains in the "on" position of discharge into the sanitary system. Such equipment must be able to be turned on and off upon request.

18. (TENANT) is to install a rain sensor, preventing operation during a rain event. This sensor is to include an automatic shut-off at a set interval of two (2) hours, or an agreed upon amount of time.

C. **Submission of Reports and Records.**

1. The IC shall notify the City in writing of any discharge of a substance that would, if otherwise disposed of, be considered a hazardous waste under 40 CFR Part 261. Notification shall take place at least thirty (30) days before the date of discharge. No discharge of any hazardous wastes may take place without prior approval of the City.

2. (TENANT) shall submit to the City once a month a report containing daily records of wastewater flow and characteristics of flow. The report shall be submitted to the City no later than the _____ (____) day of each month unless (TENANT) makes other arrangements, in writing, with the City for reporting.

D. **General Conditions.**

1. Industrial wastewater discharges from IC shall be in accordance with applicable provisions of the City Code, Unified Development Code and ordinances of the City of Edgerton and this Agreement.

2. The IC shall not knowingly make false statements, representations or certifications in any record, report or plan required to be submitted to the City under the provisions of the City Code, Unified Development Code and ordinances of the City of Edgerton and this Agreement. Such actions are a breach and can result in the immediate cancellation of the Permit.

3. This Permit is not transferrable without the written consent of the City.

4. The IC shall maintain and retain plant records relating to wastewater discharge as specified by the City for a minimum of three (3) years.

5. The IC shall notify the City immediately of any slug discharge or any oilier discharge of a substance or wastewater in violation of the City Code, Unified Development Code and ordinances of the City of Edgerton and this Agreement.

6. The IC shall install, operate and maintain sampling and monitoring devices in proper working order at its own expense and shall allow the City, upon reasonable request, to inspect the same.

7. In the event of IC's or (OWNER)'s non-compliance, City may suspend or revoke this Permit with any and all discharge operations ceased until such time said suspension is lifted or a new application is approved. Further, failure to comply with this Agreement shall subject IC and (OWNER) to penalties, surcharge fees and any similar consequences in accordance with the regulations relating to municipal utilities, the Edgerton City Code, the Edgerton Unified Development Code, any ordinances of the City of Edgerton, in addition to any penalties which may be imposed pursuant to this Agreement.

8. Any significant change in volume or characteristics of industrial wastewater introduced into the Edgerton Facilities shall be immediately reported to the Edgerton Wastewater Superintendent or City Administrator. Significant changes shall be defined as any changes which will result in the (TENANT) becoming out of compliance with the permitted values listed in this Permit. In such case as this Permit may be subject to modification, suspension or revocation.

9. Notice of any anticipated increase in pollutants contributed by IC shall be given to the City at least thirty (30) days in advance of such increase, in the form of a written request for a new Agreement.

10. The terms and conditions of this Agreement may be subject to modification by the City during the term of the Permit as limitations or requirements are modified by the City or regulating agencies. The IC shall be informed of any proposed changes to this Agreement at least thirty (30) days prior to the effective date of such change. IC may request that a transition period for implementation of the agreement limitations or requirements be established. Such request must be made in writing prior to the effective date of change.

11. The City shall not be obligated to accept discharges which contain pollutants which will cause structural damage to the system or waste which will cause obstruction to the flow.

12. The Rate Schedule/Fee Resolution of the City of Edgerton is subject to annual review and may be adjusted through updated Sewer Use Ordinances or updated Fee Resolutions once approved by the City Council of the City of Edgerton.

13. This Agreement constitutes the entire agreement between the Parties, and is mutually understood and agreed that no amendment or variation to the terms of this Agreement will be valid, unless such amendments are made in writing and executed by the Parties hereto. This Agreement may not be amended by any course of dealing or course of performance.

14. The undersigned acknowledge that each has authority to sign this Agreement and to bind the respective Parties hereto; that any resolution or any official act necessary to authorize such party to enter into this Agreement and be bound thereby has been made in accordance with applicable law, and that the Parties hereto agree to be bound by the terms hereof effective the date of this Agreement. This Agreement is subject to Kansas Cash Basis law.

15. Notice to the Parties under this Agreement will be sufficient if mailed to the Parties at their respective addresses, below, by certified mail, return receipt requested:

    City of Edgerton, Kansas
    c/o Beth Linn, City Administrator
    404 E. Nelson
    Edgerton, KS 66021

    (OWNER)
    c/o _____
    [ADDRESS]
    [CITY, STATE, ZIP]

    (TENANT)
    c/o _____
    [ADDRESS]
    [CITY, STATE, ZIP]

16. This Agreement will be governed by and construed in accordance with the laws and regulations of the State of Kansas.

17. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any applicable law or public policy, all other conditions and provisions of this Agreement will nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to a party. Upon such determination that any term or other provision

is invalid, illegal or incapable of being enforced, the Parties will negotiate in good faith to modify this Agreement so as to give effect to the original intent of the parties as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the extent possible.

IN WITNESS WHEREOF, the Parties hereto have set their hands and seals effective the date listed below.

"CITY" CITY OF EDGERTON, KANSAS

Date: _____ By: _____
DONALD ROBERTS, Mayor

ATTEST:

By: _____
_____, City Clerk
Date: _____

"OWNER" _____

Date: _____ By: _____
Printed Name: _____
Title: _____

"TENANT" _____

Date: _____ By: _____
Printed Name: _____
Title: _____

EXHIBIT "A" TO SIGNIFICANT INDUSTRIAL USER AGREEMENT

E. Initial Agreement Application Data:

1. Company Name: _____
   Mailing Address: _____
   Address of Premises: _____
   Contact Name for Company: _____
   Title: _____
   Phone Number: _____
   Email Address: _____
   Lessee Name: _____
   Lessee Mailing Address: _____
   Contact Name for Lessee: _____

2. Standard Industrial Classification Code:

3. Product or Operating Practice Summary. Please describe what is being produced or why your operations require this Agreement:

4. Description of Pretreatment Provided, if any, also include any devices or installations that prevent pollutants:

5. Number of days of operation per week (please list day(s) not operational, if applicable):

6. Business Hours:

7. Number of days per week equipment which discharges water will be operational:

8. Number of hours per day equipment that discharges water will be operational:

A full set of design plans must be provided with this Initial Permit Application

EXHIBIT "B" TO SIGNIFICANT INDUSTRIAL USER AGREEMENT

IC shall pay a permit fee in the amount of _____ at each renewal of this agreement.

IC shall also pay a surcharge of 2.0 times the volumetric rate, along with the normal user charge as established by current Fee Resolution.