

BOOK 26
December 3, 2024

BURLINGTON CITY COUNCIL SPECIAL SESSION 12-3-2024

City of Burlington Governing Body met in Special Session at City Hall’s address, 1013 N. 4th Street, Burlington, Kansas, at 4:00 p.m. Tuesday, December 3, 2024. Mayor Luke called the meeting to order.

THE PLEDGE OF ALLEGIANCE

ROLL CALL: Stan Luke, Mayor

Council Members present:

- | | | |
|--|---|--|
| <input checked="" type="checkbox"/> Jerilyn Curtiss (President of Council) | <input checked="" type="checkbox"/> Maxi Berryman | <input checked="" type="checkbox"/> Cara Mays |
| <input type="checkbox"/> Lila Van Horn | <input checked="" type="checkbox"/> Nathan Strawder | <input checked="" type="checkbox"/> Martin Ernst |

Superintendents Present:

- | | | |
|---|---|---|
| <input type="checkbox"/> Kevin Boyce (Parks) | <input type="checkbox"/> Alan Schneider (Electric) | <input type="checkbox"/> Mark Davidson (Street) |
| <input type="checkbox"/> Doug Jones (Chief of Police) | <input type="checkbox"/> Danny Hawkins (Water/Wastewater) | |

Also Present:

- | | |
|---|---|
| <input checked="" type="checkbox"/> Anne Brown (City Clerk) | <input checked="" type="checkbox"/> Mary Mader (Executive Admin. Assistant) |
| <input type="checkbox"/> Philip Wright (City Attorney) | <input checked="" type="checkbox"/> Jimmy Hugunin (Zoning/Grants Clerk) |
| <input type="checkbox"/> Kerri Weltha (Deputy City Clerk) | |

Media Present:

VISITORS: Mike Abendroth, Paul Abendroth, Craig Marshall

Developer’s Agreement

Mayor Luke, “Alright, we will run tonight the same as we did the last time. We have a specific issue that is called the developer's agreement. The only thing that can be discussed during the special meeting is the developer’s agreement. That will include the review of the minutes of the last meeting if you so choose as well as some revisions that was made to the existing developer's agreement discussion from last meeting. When those discussions end then the meeting will end and it will go no longer than two hours. So, at this time Mike is there something you want to start with on the developer’s agreement?”

Mike Abendroth, “No, I just came to review your revisions that you guys proposed.” Mayor Luke, “Well, the revisions are basically what we talked about at the last meeting. When Craig mentioned putting in broadband, we do not do broadband or telephone service, those are individually contracted for by the individual homeowner. So, we took telephone service out and did not add in the broadband. We did add in the discussion with respect to performance bonds. And we included, also, discussion on or at least the comment with perspective to completion bonds. The section that's highlighted in blue is the changes that were made. I know we were going to eliminate some other things, but we needed to verify exactly what we wanted to get down to before we started making the changes. We had omitted something.”

Council Member Ernst, “Are you just now seeing this as well, Mike?” Mike Abendroth, “Yeah.” Mayor Luke, “Everybody just saw this starting today. So, take a couple minutes, look at it and we'll start at the start of it and go from there.”

Mayor Luke, “Okay. Let's get started. Craig, you weren't here. I indicated that we do not do broadband or telephone. So, we eliminated, both of those. Those are totally dependent on what individual homeowner wants. So that's not included at all. I believe we do need to have what I'm going to call a definition of project. I'm going to throw out a couple of words and I don't know how we're going to actually form it. The infrastructure piece of the project is the only piece that I believe we're looking for as far as some form of a commitment. There are multiple options and as all of our other is concerned we pay for the overhead for the electric, it’s an overhead project. If it goes underground, it's the difference between overhead and underground is the cost to the individual homeowner or the developer. How are they working that one out. Water, it has a set piece that we automatically cover. If it's bigger than eight inches or for fire protection, or whatever reason, that's at our cost. The rates determine-- our charge determines the infrastructure that

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we install or have installed in our return to us through the rates that we have on the water and on the electric. I don't know, Mike, on your specific project, what type of roadways are you looking at for or during the construction period?"

Mike Abendroth, "Gravel seems to be acceptable. So, gravel to start with." Mayor Luke, "Okay, so you would be utilizing gravel for your trucks and construction and all of this with that. Would that be equivalent to a sub-base when you were done for us to then go in and do the asphalt or concrete?" Mike Abendroth, "Well, that would be up to the engineering company and the city to decide, according to this, whether that base is suitable for roadways." Mayor Luke, "I know. At the initial setup would you be looking to-- if the design engineer says, it has to be built during construction for our sub base." Mike Abendroth, "Okay." Mayor Luke, "Okay. Once it's done, all the testing or whatever else has to be done, we'd be done to verify that it's that. Then from then on--." Mike Abendroth, "Are you talking about compaction testing?" Mayor Luke, "Yeah." Mike Abendroth, "Okay." Mayor Luke, "So, that so we can do the asphalt roadway over the top of it without having to tear it all out and start over." Mike Abendroth, "Which would be the logical way to do it. Save a lot of work." Mayor Luke, "Yeah, I don't disagree. That's right because it may take one to two years to just get the sub-base to the point that--." Mike Abendroth, "Solidified enough to put the hard surface on top of it."

Mayor Luke, "Hard surface on it, correct. Okay, so the infrastructure cost would not include the asphalt or anything else because that's after the fact and it may be one or two years before it ever happens." Mike Abendroth, "Correct." Mayor Luke, "So we're looking at having minimal--I say minimal, we're not including all the infrastructure costs and any bonds, etc. that the developer would have to have." Mike Abendroth, "Okay." Mayor Luke, "Okay, and if I'm wrong let me know but we definitely have to identify what we mean by project, okay? Because that's not in here that I can find. It just says project." Mike Abendroth, "Okay." Mayor Luke, "So I don't know. I did talk with Janet with respect to performance bonds and it was basically she indicated it was a one-time cost for the term of the project." Mike Abendroth, "Correct." Mayor Luke, "I'm assuming you've done performance and bonds before." Mike Abendroth indicated yes. Mayor Luke, "Have you done completion bonds?" Mike Abendroth indicated no. Mayor Luke, "Okay because that was also brought up as a possibility and I don't know anything about them. So, I don't know if that would be something that would work or not work."

Mike Abendroth, "I don't understand how you can get a performance bond if you're using your own money to start with because you're not using any tax money or anybody else's money, all the risk is yours." Mayor Luke, "The risk is yours on -- I'll say a part of it. If we go in and put in the electric system and the water system to meet whatever requirements are and the project does not fly to the completion. Then we've got investment in there that's at risk." Mike Abendroth, "So, how do you do that if you still have your paragraph B, no public fund shall be used for business or private use. It's still wrote in there." Mayor Luke, "That's still there. So, what happens--." Mike Abendroth, "So how do you expend money to do what you just said if it's not allowable." Mayor Luke, "We spend the money and we pay it back through--." Mike Abendroth, "Assessments." Mayor Luke, "Assessments at a principal and interest rate as to what that fund was making at the time that we took it out." Mike Abendroth, "Correct." Mayor Luke, "Okay, so the funds go back--." Mike Abendroth, "Over a 20-year span." Mayor Luke, "Over 10 to 20 years, yeah, depends on how much it is and what the length is. That's correct. If we didn't pay it back then--." Mike Abendroth, "So, is that in direct conflict of what you have wrote in here?" Mayor Luke, "I don't think so because the intent is to put the money back versus taking the money out totally and never replacing it." Mike Abendroth "Okay." Mayor Luke, "But that can be identified clearer."

Mike Abendroth, "Well, I have no doubt that we talked about assessments on the individual lots last time. I think that is pretty much -- I think that is something that everybody is in agreement with." Mayor Luke, "Yeah" Mike Abendroth, "And realistically that's the way it's going to have to happen in order for anything to move forward." Mayor Luke, "We also talked about minimizing the verbiage in the sections of specifics and referring basically just down to the articles or the subdivision regulations, or the state statutes. I guess my question is, do we really need to do that or do we take it down to just those bare minimum pieces of information?" Mike Abendroth, "As far as which ones, Stan?" Mayor Luke, "Well, let's under sanitation-

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-.” Council Member Curtiss, “I thought that we said that was all under KDHE anyway?” Council Member Mays, “Yeah, I had it all marked off.” Mayor Luke, “That’s the reason I’m asking is we talked about it last time going down to the minimum amount.” Council Member Curtiss, “Okay.” Mayor Luke, “Okay, and my question this time is is that still what’s needed or if there’s some variations? Like where we exceed certain sizes or costs that there’s some obligation on our part to supply something. Do we need to keep that in that? For example, where it was eight-inch line for the sanitation system it’s bigger than that and the water lines, we have to pay for the differentials. Does that need to be in here or does that just stay back regulations and all the other stuff?”

Council Member Mays, “I was under the impression we were just putting in here, there was a commitment to the project and the commitment financially. I didn’t think –and then everything else was just going to be in accordance to what our regulations and state and whatever else.” Council Member Strawder, “So I can tell you at work whenever we have done a cost share type of thing or an upgrade. There are specifics whenever that happens whenever it’s done by a separate agreement.” Mayor Luke, “Separate agreements.” Council Member Strawder, “Because every project is special. By KDHE standards the minimum size of sewer that you can put in there is eight inch or based off of the design curve. That design curve can also be regulated by the jurisdiction and stuff. So, what we’re looking at is not necessarily anything eight inches or greater because by your design curve by the slope by the size of the development, all of that, it might require a 12-inch line to run out there and be that and that cost would be on the developer. But if the city wants to say, hey, there’s an upstream development to that. So, instead of a 12-inch, we want you to put in a 15 or 21-inch because that would improve our system.” Mayor Luke, “Then that’s our cost.”

Council Member Strawder, “The difference between that greater size and back is there. I mean that’s all generally done because that’s such a specific scenario and I can tell you in the nine years I’ve been working in the sewer department, it’s happened once. That was on something completely, I mean we were upsizing 36-inch line to 48-inch line. So, I don’t think we’ll have that issue here.” Mayor Luke, “No and I don’t think we’re going to have an issue with respect to making any changes. It was just a matter of the discussion and in the minutes, they talked about taking out stuff and only putting in certain things. And I wanted to make sure that that’s exactly what we were still looking at doing before we go in and start getting rid of stuff in this document and just refer it back to subdivision statutes and regulations for KDHE.” Council Member Strawder, “So, because I was gone last meeting. I read through, a couple times, read through the minutes and everything trying to get, you know, a good sense because I couldn’t be here and whatever. But has it really been--whenever I read through this in its entirety and stuff, has it really been defined on what the end goal of this developer’s agreement is? And the reason why I’m asking that is based off of some of the previous questions you were asking on how his specific development was going to be completed versus how-- I mean, all of my previous experience with development, the kind of the industry standard if you would on stuff, and as I’m reading through some of this, there’s items here that I’m not sure there’s a clear picture on what the end goal is with the developer’s agreement. Is the end goal that we have a document that covers the entire development from the time that it’s non-touched virgin land until its constructed houses and people living in those houses? Is this just for the infrastructure portion and then the actual development of the houses and service lines and all of that stuff is separate? What is the goal of this document? Because I think that it’s lost in here a little bit based off of the discussion that was being had and what’s in here.”

Council Member Mays, “I understood when talking that we agreed was the developer’s agreement was a commitment to the project and financial commitment and then there will be a separate document or separate agreement that we have that talks about the specifics of the project.” Council Member Strawder, “So then I think it goes back to what defines project. Maybe that’s where--what is in your guys’ eyes, what is a development on this stuff? I mean because there’s several different stages of development. I mean, there’s the part that the city really cares about which is the infrastructure side and that stuff. Well normally on that type of a development, the developer on this type of a development, the developer is responsible for putting in the roads, the sewers, the water, and other stuff up to the minimum city standards. So, what is the minimum city standards for a new street? Is it gravel? Is it paved? Is it paved with gutters? What is that

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minimum standard of a street? And that would--because whenever you're were talking about during construction, you know, what are the streets going to be whenever I think of a developer's agreement and think of a development, whenever I think of construction, I'm thinking of the dirt work and the utility installation. At which case building those streets are part of that. You might decide in your scenario to put the streets in there, might gravel, and your temporary construction roads in the areas where your roots are going to be. I'll tell you that's not very common. It's common just to leave it dirt while the infrastructure is all being put in place until the streets are being put in place. Then there's the aspect of is the gravel that's going to be put in there going to be able to after a couple years be used as the base for whenever the pavement goes on. I guess that's, I mean, that's a way that it can be done. I can tell you though that the normal process is that developments is not complete until it's paved and it doesn't take two years to go from dirt to a paved road like that. So, I think there overall needs to be some clarity on what a development looks like in our eyes or what areas we're talking about because that really helps lead to a lot of items in here."

Mayor Luke, "I think the main thing we're looking at is the infrastructure pieces. We're not--how the house was built and what they look like that's--." Council Member Strawder, "Just the infrastructure." Mayor Luke, "That's not us." Zoning Clerk Hugunin, "Yeah. That's the homes that's nothing that's included on the project." Council Member Strawder, "Okay, so project is basically just talking about the land development style of it." Zoning Clerk Hugunin, "Yeah." Council Member Strawder, "Okay. So, project is just basically talking about the land development side of it. So, then we're talking about a performance bond. Could you define performance bond or what was the intent between performance--(inaudible)?" Mayor Luke, "I think from what I got out of Janet and Angela was a performance bond is in place to ensure that if something happens in the development, that it doesn't get completed. That the performance bond then in turn is the one that's in charge of getting it done and then they go after if they need to developer, but the project itself gets completed."

Council Member Strawder, "Okay, so performance but in here it looks like a performance bond is required regardless. Well, it's an option." Mayor Luke, "Yeah." Council Member Strawder, "It's in the fiscal sureties of one of these options that you could do. On a development that privately financed --and I'd have to say I get what you're saying with the specials and stuff. How I've always handled them and they've always been explained to me that that is public financing because you're financing--even though it's reimbursed public financing, it's still public finance. This kind of goes along to where I think Mike is saying, that if the city is not putting up the financing or whatever for this and a development falls through even if the pipes in the ground whatever that's all along the developer because that it hasn't been turned over to the city yet. So don't see what purpose of a performance bond to ensure that a development gets done. I understand if it's we are using specials or using, you know, anything like that. But if it's publicly financed or if it's privately financed or financed by other avenues, not on the city, what you'd really want to be looking for is a maintenance bond, not a performance bond. What a maintenance bond does is a maintenance bond takes it from whenever you go through and the item is constructed and is accepted by the city, that's whenever the ownership of that line goes from the developer to the city. A standard maintenance bond period might be for three years now that that bond is issued for three years, and that's because if a year and a half down the road, the compaction, whatever collapses a pipe or whatever then there's that insurance if you will that there's money there that the city can then enact it and do it."

City Clerk Brown, "We've always done the performance bonds when they do the street work." Council Member Strawder, "Okay." City Clerk Brown, "They do and that ensures that that is done properly and it still -- you can hold that for a certain amount of time or after it's completed to ensure that. We have never dealt with a maintenance bond. I'm just saying that's how we --." Council Member Strawder, "That's fine. I'm just trying to explain--." (Multiple people talking at once) Council Member Strawder, "Again, a performance bond and with the streets and stuff that's because that contractor is working for the city. In this instance, the contractor is working for the developer. It's not working for the city." Mayor Luke, "Right." Council Member Strawder, "And to that aspect, I mean I can tell you the city isn't really out anything if the development falls through if they're not providing any of the of funding mechanisms for it, type of thing. So, I don't see why you would go through this type of stuff. Now, then in addition to the maintenance bond,

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you can have the development bond and maybe that's an avenue that you might want to look at. A developer bond generally covers, again it's kind of a surety bond for whatever. But that would incite an instance where a developer is doing a multi-unit multi-family development. And what this does is this covers like--alright so you have the sewer or a water line, whatever, you have something that comes out of the ground. The maintenance bond is generally done by the contractor. It's not done by the developer because it's the contractor guaranteeing his work, essentially."

City Clerk Brown, "That's a maintenance bond?" Council Member Strawder, "Yes. What the developer bond normally handles is anything that would get damaged is if anything gets damaged during the post-infrastructure phase. So, while they're putting in foundations or putting in houses or putting in irrigation systems or whatever, if that interferes with part of the infrastructure that this is a different set of guidelines. So, in our sewer department, or (inaudible) because that's specifically, I mean just now that's specifically what I work on, the maintenance bond handles, the manholes, the sewer, the compaction, all of that stuff. The developer bond then really is just on the manholes more specifically the tops and clean out some stuff like that. So that if they're driving their excavator crew to dig the foundation of the house and they run over the top of a manhole and it slides it off. That wouldn't be covered by the maintenance bond because it wasn't a construction issue. There wasn't an issue with that. It was damaged caused by the developer or by the development and so there's--that's what I'm kind of little bit worried that there might not be clarity on all the different avenues here and where I go back to what exactly the developers agreement is covering. Because if the intent that this is one document that covers all phases of the development and all of that, that's one thing. But on development and stuff, you generally have multiple agreements gone through, and to that, I would say the developer's agreement needs to be more like, and I know kind of what Mike Skillman was indicating on the previous meeting like what Cara has been -- it's a very high level of just here's the responsibilities of the developer and here's the responsibilities of the city and it doesn't go back through and recite all the little fine details that are indicated in here. It just says that basically the developer will follow the city-state--."

Zoning Clerk Hugunin, "And that's what they're trying to get down. That's what we discussed. They're trying to get down to that. That's what we're trying to see--." Council Member Strawder, "That's not what this looks like though." Council Member Curtiss, "Do we need two agreements? Do we need a public one and a private one?" Mayor Luke, "We may need several agreements." Council Member Curtiss, "Well, I mean last time Mike gave us an example of the private financed one and a public financed one. And these--the private one seems cut and dry as far as what that one says." Mayor Luke, "You probably have agreements with people--your contractors that work with you." Mike Abendroth, "I have contracts. I don't know what you consider an agreement." Council Member Strawder, "Contract." Mayor Luke, "Well, I look at them as kind of the same thing." Mike Abendroth, "(Inaudible) put infrastructure on those. This is kind of a completely different scenario." City Clerk Brown, "I guess my thoughts that's going through my mind, you're bringing up a lot of different types of bonds and stuff and this was put together, the developer's agreement, was put together before me so I don't know. But they were working with Bickley Foster who deals with like, Wichita the big cities and stuff. So why--."

Zoning Clerk Hugunin, "Well, no, Bickley's more small town, just from Wichita." City Clerk Brown, "Oh okay. Because I was like, so, why didn't he bring up -- my thought was why didn't he bring up any of these bonds because I've not heard--. It was just a thought." Zoning Clerk Hugunin, "I wasn't around when this was made either." Council Member Strawder, "Is Bickley Foster--." City Clerk Brown, "He's deceased." Council Member Strawder, "Well, yeah, but David's now running it, his son. Foster and Associates is still around. Are they still a consultant for the city or--?" Zoning Clerk Hugunin, "We haven't had anything like a contract with them or anything, no." Council Member Strawder, "I mean, is there a consultant with the city for land development stuff or civil development, type stuff?" Zoning Clerk Hugunin, "No." Council Member Strawder, "I mean that's where I think--. I mean I'm not saying we necessarily need one, my personal opinion would be for that but this is where they would be able to help lay out a lot of that and give a good understanding of the different processes and phases of a development. It might seem like a really simple item to have a bare piece of ground and go put a house on it but that is

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not the case. It is a very complex process. Having somebody to be able to ask about the process or get insight on I think is a huge benefit. But we don't have that."

Mayor Luke, "We have the flexibility that if we need it, we can talk with David and see what it would cost us to do it to get the assistance and the help. Right now, we don't have anybody." Council Member Strawder, "They are more based on landscape design and zoning, aren't they? Are they--?" Zoning Clerk Hugunin, "They are the ones that did our zoning regs and our subdivision regulations. Bickley Did more of the zoning and then his son did more of like the census, stuff like that. Like the comprehensive development plan." Council Member Strawder, "That's more on urban planning, the mast planning, urban planning, and again landscape design and stuff. This is going to be a little bit different from that. The actual utility design and that process, that's going to be a little bit different. I'm familiar with Foster and Associates. I've worked with them several times and everything and that's where I'm – I was just, I wasn't aware that they had a civil design aspect to their landscape or land development aspect to their business but...."

Mayor Luke, "Does B&G (Consultants)?" Council Member Strawder, "I'll be honest I'm not familiar with B&G." Zoning Clerk Hugunin, "I don't know if they do or not." Mayor Luke, "I know they have all kinds of the engineering stuff but I don't know what they have and construction." Council Member Strawder, "But I just really worry by going in and trying to revise this like this, I worry about the end result or whatever on it, is what my worry is a little bit--." City Clerk Brown, "Do you want to ask B&G Consultants?" Mayor Luke, "There are several inquiries we could make as to who basically does this kind of work." Council Member Strawder, "In reality, I can't give you a recommendation on any of them. I think that would be a conflict but trust me I can provide you a list of engineering companies that do it." Mayor Luke, "I can get a list also and have them put together I'll use the word a relatively short proposal for doing what needs to be done." Council Member Strawder, "But I again, I don't know if that's necessarily needed because that's going to take an extended period of time to get done. Ultimately, that might be something to research but for the purpose of what we have in front of us today I don't know if that's the correct avenue because we have development that's trying to occur."

Mayor Luke, "I guess my question is, if we get the right mixture of I'll use the word bonds, whether it's maintenance, performance, completion, whatever it is, and have a complete understanding on both sides as to I'll use the word financial commitments, then we pretty much have the outside of the envelope done and the inside is the regulations, and the standards, and the KDHE, and all the other stuff that's cased inside to follow?" Council Member Strawder, "Yeah, so basically, I mean, whenever I think of the developer bond like what I think with the intent is behind this, you're basically outlying this is what the developer is bringing to the table and this is what the city is bringing to the table. A lot of times it's done as either attachments or exhibits. So, on your --I mean just looking at section one here, you know, required improvements for the condition of the final approval, the developer or the proposed blah blah blah shall provide all of this stuff. It's fine that some of those items are indicated but whenever you're talking about before that, that you know, the city doesn't have any jurisdiction on telecom or you know, broadband or anything like that. That's where you might outline some of these items but you're going to say, not limited-- including but not limited to blank in addition to any other items agreed upon in Exhibit A or whatever, whatever exhibit number, it would be. So, that allows for-- these are the bare minimum items that we are going to require for you to do a development in Burlington. These are the bare minimum items you have to provide. And then it also leaves the caveat for hey, in this particular item in this particular area, this additional service is also required. So, it allows you to have that flexibility in there. I would tend to be, on section one, to be even more vague as far as water or sewer, or sanitary sewer, or anything like that because it's possible that he could have a development by definition, you could have a development that doesn't require you to add any water or any sewer. To which case another avenue that could be taken is as a condition you'll-- the developer will be providing the items outlying in Exhibit A, then you identify the specific (inaudible) that's put into that project. There's, I mean, there's a couple different philosophies to go with here on flexibility."

Mayor Luke, "A lot of this in section one would be identified what's required by the engineering and by KDHE and by everybody else with respect to drainage and whether or not you got proper sizing and all this other stuff--." Council Member Strawder, "Yeah, again, that's a lot of the all of the design stuff. I mean,

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the stuff that the normal person doesn't see happening behind the scenes, is what that is. This also references City subdivision regulation article number there. I don't have that in front of me, I don't know for sure what it says. But if this is essentially a duplicate of what that regulation is then it can be as simple as, you know, as part of this they are providing all the infrastructure outlined in city subdivision regulation blah blah blah blah, unless otherwise agreed upon, you know, or for something like that." Mayor Luke, "Yeah. The rest of it doesn't need to be there." Council Member Strawder, "Because my personal preference is keep this nice short and sweet and let your regulations, be the controlling factor. The developers are saying he's going to be providing stuff for the regulations."

Mayor Luke, "Yeah, that's what we were talking about the last time to that point if I remember correctly. Okay. That part I think we can handle getting it simplified." Council Member Ernst, "So, you're saying, take out everything there and just put reference City subdivision regulation article 7-102A-L?" Mayor Luke, "That as well as if we had any differences then we would refer to an addendum or an attachment or something else that we would refer to." City Clerk Brown, "Would you still want to leave in the first part that says, as a condition of the final plat approval developer of the proposed subdivision shall be responsible as required by the city subdivisions and just limit it to that? I mean, what's your thoughts about – because you still want to tie it to the final plat for approval." Council Member Strawder, "So this might be a difference in definition. So, I would ask what does final plat approval mean? What are you--?" Zoning Clerk Hugunin, "You're approving the plat of the ground. How he's got it designed with the roads, the infrastructure, water, utilities, where he's going to have everything." Council Member Strawder, "So you're not talking about the survey, the subdivision plat?" Mayor Luke, "That's all part of it." Zoning Clerk Hugunin, "That's a required thing." Council Member Strawder, "Your subdivision plat doesn't (inaudible) that design aspect into it." Zoning Clerk Hugunin, "The final plat will because that's what's required on our plats." Council Member Strawder, "The city's plats require you to show the sewer lines, water lines, curb and gutter, sidewalk, all of that stuff?" Zoning Clerk Hugunin indicated yes.

Council Member Strawder, "It's not just a surveying document that lays out--. Okay. I guess I don't know how to respond back to that because I've never ran into that being a requirement of a plat. Because what's being defined right there is a general layout, or a development plan, or a site plan, or something like that." Zoning Clerk Hugunin, "They'll have a site plan. We'll have a preliminary plat and then the final plat. The preliminary plat will be what goes to the planning board for recommendations on what they like as, you know, the roads and different things here--." Council Member Strawder, "But you're not really showing on a plat, you're not showing the road, you're showing the right-of-way. You're not showing the sewer line or the water line or gas or anything like that. You're showing the easement that's being provided for that." Zoning Clerk Hugunin, "Yeah, I mean it's the easement, but it's also showing what the design standard of the road is going to be, how wide is it going to be, this and that." Council Member Strawder, "Of you're right of way but not your curve to back to curve. That's not going to be defined on a plat." Zoning Clerk Hugunin, "No that's not. That's not what I'm getting at. I'm saying it's showing where the roads are going to be, where the sewer is going to be, all your easements, that's all on the plat." Council Member Strawder, "Because --I think we're talking about the same thing, but I'm not sure that's clear on everything because of how this is being--."

Zoning Clerk Hugunin, "But then in that regard this, I mean, it just says the approval of final plat, so at this point, it doesn't matter what's on the plat as far as this is concerned." Council Member Strawder, "Well, I mean, your plat can also be completed without all that easement stuff." Zoning Clerk Hugunin, "If you want to change the zoning regs or change the document to repeal it because that's the way it is in there right now. But that has nothing to do with this." Council Member Strawder, "Well, then why are we tying a commission to the plat final approval?" Zoning Clerk Hugunin, "Because it just says that but it doesn't talk about the design standards of the plat in here. I think you're a little off track there is what I'm saying because this has nothing to do with how the plat is going to be. It just says the approval of the final plat." Council Member Strawder, "Well, I would, my recommendation would be the revise final plat approval to just final approval or final design approval. Because I think you're-- I think you're tying in the legal aspects of the subdivision plat to engineering design standards, which is something completely separate."

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Mayor Luke, “Okay, so we need to ensure that we’re looking at the design on the plat for the legal part of the plat.” Council Member Strawder, “So what your plat is –your plat is a legal document that shows your parcel lines-- it doesn't show property lines, it shows parcel lines. It doesn't show where your utilities are, it shows where the utilities are provided or utility easements are located. That doesn't include like if you're putting in utilities within the right of way type of thing. A lot of times those are covered it'll-- and you'll have a written dedication portion that indicates what these easements mean or what the right of way means or that type of aspect. What your drawing--your graphic on a plat is basically just the parcel boundaries, any of your setbacks that you might have any of your easements that there might be existing or propose, and that's then tying to your quarter section lines--.” Zoning Clerk Hugunin, “And I think we're talking about the same thing.” Council Member Strawder, “Yeah, but I'm not-- some of the comments that I've been hearing I'm not sure that that's--.” Zoning Clerk Hugunin, “Well, here's another thing too, I mean, I've been in here for almost 15 years and Mike is the only one that's ever asked me questions on any of this stuff. I hear about people oh they want to do this subdivision but I've never had people come talk to me other than Mike. So, I don't know what they're thinking out there.”

Council Member Strawder, “Yeah, again I can only come to this from the standpoint of what I'm familiar with because I'm not overly familiar with what the city regulations are and every city can, I mean, I guess technically the city could require you to show your water line, sewer lines, and all of that on a plat. I would say from my experience--.” Zoning Clerk Hugunin, “And I guess if you go back, I'm not saying that it's going to be every sewer line, every water line, we need to know where your easements are at, and where you're planning on putting your utilities. That's all we're looking at. We're not wanting every sewer line and water line drawn on the plat.” Council Member Strawder, “Yeah. So then by regulations though, a lot of times your regulations would indicate where the city requires those utilities to be located, whether they be located in a backyard, an alley, or within a right of way, or down the middle of the street.” Zoning Clerk Hugunin, “And that's what we've done. I mean like Mike had drawn up a sketch of what he's got, kind of like a plat kind of showing where he wants his right of ways to be for the easements for sewer, water, gas.” Council Member Strawder, “Okay.”

Council Member Ernst, “And that's all something that you can get out of this article that's listed there in section one?” Zoning Clerk Hugunin, “Yeah, I mean if he comes in with a plat, anybody, came in with the plat or preliminary plat or sketch, of course, I mean, we're getting off track because that's all going to go through the planning board for approval then it comes to council for approval.” Council Member Strawder, “That's just the surveying side of this is all that is; is the legal land split side of it and your easements side. There's a complete other side on this as far as your utility design, and all of that.” Mayor Luke, “Yeah, that's something totally different.” Council Member Strawder, “Where that overlaps at is generally shown on a development plan or a general layout or whatever. What I'm interpreting might be some of the confusion is sometimes the terminology used for what I would consider say plot plane, not a plot plan, but a general layout or site plan which sometimes we refer to as the plat. Which that should include the plat on it, but it includes a lot of other stuff that the plat doesn't include on it too.”

Mayor Luke, “Alright we've hashed that out for-- I think we've got enough information in the record of the minutes to come up with additional opportunities to make some changes. There was a question last time with respect to petitions. What was meant by petitions? Page 2B.” Craig Marshall, “Just a quick question on page one here, if you don't mind. On A part 2, I thought that was discussed last time to look at eliminating that 15%.” Mayor Luke, “That was up for discussion. Okay, and when we identify infrastructure and project better, then we can take and determine whether that sticks around or if it's totally gone. Because right now we're looking at the infrastructure just being the utility and roadways and nothing else. And we're looking at a better identification and definition of the word project so we know exactly what it means. And Mike's question was, why does he have to have anything at all? Okay, and we fully understand that question. But we also look at what once we determine the infrastructure that we would be looking at do we have anything that we need to have some form of a guarantee? If there's nothing that we need any guarantee on, we're putting the infrastructure ahead of schedule, because we have to put it in for the whole thing. We can't put in a partial and then take that out and put in more. And if we're looking at public money versus private

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money, all this other stuff, we're determining then whether there's a need for it or not a need for it. So, we left it there until we get that determined."

Council Member Curtiss, "But if we require a performance bond or any of these other kinds of bonds you talked about, why do we need 15%?" Mayor Luke, "We don't." City Clerk Brown, "And it says, 'or.'" Council Member Curtiss, "I know but it's still in here." Mayor Luke, "What do you want to put?" Council Member Curtiss, "And that's what I'm wondering. I don't want to have a 15%." Mayor Luke, "Do you want any at all?" Council Member Curtiss, "I don't know. If we have a performance bond--" Council Member Ernst, "But isn't that giving you options though?" City Clerk Brown, "Yes." Council Member Ernst, "It's like an option of 15% or an option of a letter of credit or an option of a performance bond. You choose as a developer which option you want to do." Council Member Curtiss, "Well, I still thought we looked at that 15% and we weren't happy with that when we met." Mayor Luke, "We're not happy with it." Council Member Curtiss, "No." Mayor Luke, "But we also had not identified what the project was because there was some people who thought it was the whole thing, the building of the houses and the whole thing, some people thought it was the infrastructure, some people thought it was something different. So, we can put a question mark there and take out the 15% because we don't know where there's going to be any at all."

Craig Marshall, "So a quick question, and I just want to make sure I understand this. This is -- if we can--. Mike's the only one here. So, his development's really the one at the forefront here, and granted, you want to, you want an agreement that works for every subdivision. But and like Jimmy had mentioned before Mike's the only one who has talked to him about doing a subdivision. So, having said that, if this is land that he owns, it's private property, and he's going to put in the infrastructure himself, pay for it, why does he have to put 15% up to the city? He's putting in the utility piece." Council Member Curtiss, "That's right." Craig Marshall, "That's what I think I'm gathering here. Is that he will be responsible for utilities." Council Member Curtiss, "That's why I said do we need a private one and a public one." Council Member Strawder, "So, yes and no. I would say it's like this. You could have two separate ones or you could have one that has items in there for a privately financed and you know, so it's an option type of thing. So, as far as the fiscal responsibilities, you have, you know, you identify on that agreement that this is all privately financed and blah blah blah, which would theoretically, then remove this aspect or that it is using public funds, in which case, there needs to be some sureties into there. So, whether that's two separate documents or one combined document your outcome is going to be the same as far as whenever I deal with an agreement such like this we have -- in a word format and what you do is you go through section by section and under the financial commitment area, so section two, just as a reference for this document, that would be an either-or. So, whenever a developer comes in and says hey I would, you know, I'm working with them to get the developer's agreement in, the question is going to be, is this privately financed or is this publicly financed? If it's privately financed then whoever is creating the document, the agreement, deletes all the publicly financed items out of it that way it's only referencing that small--."

Council Member Curtiss, "Okay, so I'm looking at this one and it says privately financed development, developer acknowledges that the entire cost of developing the subdivision, including infrastructure and improvements will be privately financed. The city shall have no obligation to provide financial assistance for the project." Council Member Ernst, "So, can we not take that piece and add it to here and say private and then have this as public?" Council Member Strawder, "So, here's--." Council Member Curtiss, "But aren't we trying to cut this down and get it so-- complex so that it's not--." (Multiple people talking) Council Member Strawder, "So what I'm trying to talk about those--." Council Member Curtiss, "I'm getting frustrated." Council Member Strawder, "What I'm trying to talk about is a Word document that it's a template that is used to build the developers agreement. This is why personally I don't think that we should have, regardless of whatever it looks like, I don't think that we should have a defined agreement in City ordinance. I don't think we should have something like this. If we have it should be just that a developer's agreement needs to be executed between the developer and the city. Because that allows for this type of flexibility. What we have now is we have this set document in here and so what I would say is, if that's the approach we want to take end result, that we have a developer's agreement in writing in city ordinance, then I would lean towards, we should probably have two developer's agreements one for privately financed

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and one for publicly financed. Or one that just indicates that the financing of this project will be handled under exhibit B or exhibit A and that way it allows the flexibility on it.”

Council Member Curtiss, “Okay.” Council Member Mays, “Personally, I would like one. I mean, I don't know if that makes a difference, I mean--. One that says, okay, so you're saying we could have it here and that says if it's privately funded, then he can skip through whatever we leave in here, it's not this, but I mean not this, I'm not saying this, but I'm saying--.” Council Member Strawder, “So, what I'm saying is under section two you would have on your template, you would have two options. One option from publicly financed and one option for publicly financed. On the development of this agreement, if it's being privately, financed, you would go through your template and you delete all of the publicly financed sections out of it. So that the final agreement only shows the privately financed portion.” Council Member Mays, “So as a private funded developer's agreement, what would need to stay in there?” Council Member Strawder, “Basically about what she read off--.” Council Member Mays, “The design.” Council Member Strawder, “On there as far as on a privately--. Yeah, it's indicating that I would maybe add a word or two in there. But a privately financed one is just indicating that this is privately financed that the developer is not asking and understands that no city funds--. I wouldn't say public funds, but no city funds are being utilized for this development. And that opens up the agreement for the developer then if they could utilize grants or County funding or whatever, that allows for that flexibility. But on a privately financed item, all it needs to indicate is the bare minimum that this is privately financed in the city is not putting any money into it and that's understood in writing.”

Council Member Mays, “So none of this like they need to follow KDHE?” Mayor Luke, “That stuff--.” Council Member Strawder, “That stuff would be all kind of separate from it.” Council Member Mays, “Well, I want to get rid of a bunch. I think these all need to be - right? Yeah, stay in there.” Council Member Strawder, “Again this is my concern with taking this agreement and trying to revise this agreement is because we're opening a can of worms and you're trying to modify an existing agreement into a different philosophy of agreement. I don't have a copy of what--.” Council Member Curtiss, “Mike gave us.” Council Member Strawder, “You know, because I wasn't here at the last meeting but I would be interested to see because if those--. If that agreement was developed with the philosophy that we're going to keep this simple high level, then it's almost an instance where you're better starting from a different standpoint instead of trying to change the philosophy of another document.” Council Member Curtiss, “Well, the private one has section one definition, section two responsibilities of the developer, and it goes into the plan, the infrastructure, engineering plans, but it's just a sentence; permits and compliance, inspection and testing, completion of improvements, and maintenance bond. That's what that's under. Responsibility of the city plan, review, and approval, inspection, accepting of improvement, and building permits. Then there's a section on indemnification and insurance, default and remedies, and some miscellaneous provisions, and that's it.”

Council Member Strawder, “Yeah. So, my understanding just based off of what you said there is that very much follows a standard agreement type of thing. It lays out the definitions it lays out on a high-level aspect of what the responsibilities and roles of the developer is, the responsibilities and roles of what the city is. This is how you can get in troubles by not following it. This is what the repercussions are and this is what happens if it's not. I mean that seems like a very standard type.” Craig Marshall, “I think it's just as simple as this. You have two options on page one, publicly financed or not? To me, I mean, if you're going to modify this agreement and just like what you guys have said, there's really two options here. It's either privately financed or publicly financed. If it's publicly in some way, shape, or form, a performance with these other options would exist. Page one to me that's your hang up, right there. So just give two options there, in my opinion. And then page one is done. You can get on to two and three and four and five. And if I'm off here...I don't want to force you guys into doing something, but that to me makes the most sense. If you're working off of this, if you want to create a completely different document, that's a different story. In my opinion”

Council Member Strawder, “Basically for lack of better--. It's for like what you're indicating, if you want it as one solid document, that's not being revised like what I was indicating on a template is essentially

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you would have a checkbox. Mark which is applicable and go through that way. Now then if you want to, you know, I guess that be the city's decision or whatever if they want to have an agreement that indicates that way but--. I would be interested to know also what the publicly financed agreement was that he brought in. How much overlap is there between the two?" Council Member Curtiss, "I can get copies to you." Council Member Strawder, "Really that's going to be the only difference between the agreements. They are going to be the publicly financed or privately financed." Mayor Luke, "The rest of it is pretty much the same." Council Member Curtiss, "Yeah, there's not much difference. There's a few other areas but--." Mayor Luke, "You're still going to have the definitions, you're still going to have all the other stuff--."

Council Member Strawder, "You're going to have the definitions. If you have two separate documents the definitions might look a little bit different. I mean, yeah, and then as far as indicating publicly financed and privately financed, that aspect is how do you want that show on an agreement? Do you want it to be check-boxed? Do you want it to be outlined as an attachment? Do you want it to be a template that gets items not applicable deleted out?" Council Member Curtiss, "Okay, so my question when we were on page three and we had all those sanitary sewers and those water systems if we're staying with this, can we get rid of all that?" Council Member Ernst, "Delete the special assessments? Is that what you're talking about?" Mayor Luke, "The key thing, I think, there is--." Council Member Curtiss, "No. Because I've got written down KDHE and I've got it contains all of this A and B." Zoning Clerk Hugunin, "Yeah, I think we could just make everything go away. Number five down there would be the one that would stay that says designed for sanitary sewers must be approved by the City of Burlington's engineer and KDHE. Make it simple." Council Member Curtiss, "Yeah, okay." Zoning Clerk Hugunin, "And the same can be done on the water system, number six." Council Member Curtiss, "Yeah."

Zoning Clerk Hugunin, "Electric service can be--." Council Member Curtiss, "Okay, I've got down here that electric code underground. I don't know what that means." Mayor Luke, "Because there's different codes for overhead and underground." Council Member Curtiss, "Okay, so that would need to be included in here?" Mayor Luke, "Well, it would be just the reference to national electric code, blah, blah, blah, underground." Zoning Clerk Hugunin, "There's a few of these that reference city code and then code on the electric and I think those little references should stay. Then the streets, I mean, that can be pretty well taken down design standards by our city code and subdivision regulations." Mayor Luke, "They talked about 1985, I would say we just put current national electric code." Council Member Curtiss, "Okay." Zoning Clerk Hugunin, "Not current but the latest version." Mayor Luke, "Yeah, latest version." Council Member Strawder, "Is that how the city ordinance is written on it then, that it's the latest version, or does it identify this specific code?" Zoning Clerk Hugunin, "Ours identifies a specific code on the design standards of our streets."

(Inaudible – multiple people talking) Council Member Strawder, "Or any code I mean any plumbing code or anything like that--." Mayor Luke, "Whatever the current is." Council Member Strawder, "Well, it's whatever is approved by the city. It's not necessarily the current one." Zoning Clerk Hugunin, "And all the water and the electric that stuff we go off of our book and it's in there the most current version is the way it specified in city code." City Clerk Brown, "That way you're not having to change ordinance or whatever each time because it just follows. That changes with it." Mayor Luke, "That's what your engineering firms and stuff are going to be--." Council Member Curtiss, "So they could be lessened a lot by just going-- not having all of this in here and just have--." Zoning Clerk Hugunin, "Because more than likely, Mike knows, if you're going to have this, you're going to do this, you're going to do a subdivision, you're going to hire somebody like B&G and stuff. They're going to come to me and get a copy of the zoning regs. They're going to get all of that and so they're going to go through--. What was his name from B&G?" Mike Abendroth, "Bruce." Zoning Clerk Hugunin, "Bruce. Because I talked with him quite a bit on different questions and he was going through making sure everything he was doing for Mike met our city code and zoning regs."

Council Member Curtiss, "Okay. So, I have one under the streets, I have number seven circled. And it said, look at this. Why? On page four." Council Member Ernst, "That would probably be more on a publicly...wouldn't it? Because on a private it's not something that we would..." Council Member

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Strawder, “So--.” Council Member Curtiss, “I don’t know why I had that down because I didn’t write anything more. I just said, look at this with a question mark.” (Multiple people talking and reading the agreement.) Zoning Clerk Hugunin, “They would just have to meet our design standards.” Council Member Curtiss, “Right, okay. Now on page five, number two, I have look at this 90% of the time is on easements.” Council Member Mays, “Which number?” Council Member Curtiss, “Two on page five.” Mayor Luke, “Are you talking about stormwater?” Council Member Curtiss, “Yeah, 90% of the time it’s on the easement. That was said—I guess.”

Council Member Strawder, “So yeah, there’s private stormwater and public stormwaters.” Council Member Curtiss, “Right.” Council Member Strawder, “Most of your stormwater is going to be public stormwater. I’m wondering if that’s what that’s alluding to.” Zoning Clerk Hugunin, “I think that’s what it’s getting at.” Council Member Strawder, “But your individual roof drains out to the public sewer aspect would not be an easement.” Council Member Curtiss, “Okay. Then I have section nine was supposed to be eliminated?” Zoning Clerk Hugunin, “Yes. There’s no reason for the developer to have to hand out an original copy of this developer’s agreement to anybody buying a home because it’s not an HOA and it doesn’t have a covenant on it.” Council Member Curtiss, “Okay” Zoning Clerk Hugunin, “So that’s just kind of redundant.” Council Member Curtiss, “Okay.” Mayor Luke, “I think a lot of this can be eliminated. We just didn’t do it yet.” Zoning Clerk Hugunin, “Yeah, because section--.” Council Member Curtiss, “Okay because see that’s what I understood that we were going to have tonight.” Mayor Luke, “More defined.” Council Member Curtiss, “Yeah.” Council Member Mays, “I thought a lot of it--.” Council Member Curtiss, “Because all we have here is the agreement plus a little bit more added on and I thought well...yeah. Okay.”

Zoning Clerk Hugunin, “I kind of question number 12 a little bit.” Council Member Curtiss, “Number 12?” Zoning Clerk Hugunin, “If that needs to be reverbed.” Council Member Strawder, “Well, I guess that goes back to the question of what is the intent of this document? Because this document isn’t going to have any effect on a land owner after development is done.” Mayor Luke, “No.” Zoning Clerk Hugunin, “Right.” Council Member Strawder, “I mean this is a document that goes to the developer, and after he’s done with his improvement aspect of the development--.” Council Member Curtiss, “That’s right.” Zoning Clerk Hugunin, “Yeah, that’s why I’m questioning it. I don’t think--.” Council Member Curtiss, “Right.” Mayor Luke, “This isn’t the right word, but basically what we have is a large amount of cut and paste.” Council Member Curtiss, “Yeah. Okay. I do have one other thing that I wrote on here I guess that I didn’t talk about was page two.” Council Member Ernst, “What section?” Council Member Curtiss, “G at the bottom. It said on my notes, it says this should be a joint working agreement cost share piece.” Council Member Strawder, “Do you have what section?” Council Member Curtiss, “G at the bottom.”

Mayor Luke, “Off-site improvements.” Council Member Curtiss, “I just wrote down the cost share piece joint working agreement and I don’t have anything on my--.” Council Member Ernst, “What would that be in reference to?” Council Member Curtiss, “I don’t know, I don’t know.” Council Member Ernst, “I guess I don’t know what an off-site improvement is.” Council Member Strawder, “So, off-site improvements are just anything outside of the defined project boundary. So, a lot of times for a subdivision that would be outside of a plat area. So, what we’re talking to is on something like this, I’m not going to say if I agree with how it’s written or not. I think a lot of times what you’re going to look at is you’re putting in a 100-lot subdivision. The infrastructure put in leading up to that, up to your site was only designed for a 10-lot subdivision. So, therefore, it’s the developer’s responsibility to upgrade the existing infrastructure to accommodate for development.” Council Member Ernst, “Okay. I understand that--.” Council Member Strawder, “I would state, but again, that would be something that’s a separate agreement that’s defined in an exhibit or in addition to.”

Mayor Luke, “If it’s a dead-end project then the costs will be allocated because a pass-through project, another piece of property beyond--.” Council Member Strawder, “Another way of looking at it is, if you have a development that’s coming in-- I don’t know if I could give it a good reference for a city like Burlington sized but I’ll say a bigger--. Essentially, you’re putting in a shopping district on an area that has a four-way stop sign, and because of your shopping development that’s going to improve or increase traffic

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flow by so much. The city is going to make the developer put in traffic lights instead of a four-way stop. That's a good way to think of that also. Would that ever be applicable here? I--." Mayor Luke, "I doubt it." Council Member Strawder, "I don't know." Council Member Ernst, "Right." Council Member Curtiss, "Okay, that's the ones I had questions on or what I had circled or whatever."

Mayor Luke, I think several things we can look at and do. Jimmy, we can make sure that we get all of the proper references for the sections identified whether it's subdivision stuff. Whether it's state statute, whether it's articles or--." Zoning Clerk Hugunin, "And a good thing that they're kind of referenced now, but we can make sure." Mayor Luke, "Yeah, make sure that they're all current. And, you know, we'll work on getting an either/or public, private, financing statements, whether it can be this or this." Council Member Strawder, "Could I ask a question? Does that mean we are definitely going along the line of revising this document?" Council Member Curtiss, "Well right now, I guess, yeah." Mayor Luke, "Well, I think if you took-- if we took the private and the public here, okay, and we use that kind of as a review process to see what we've got because I haven't done anything to look at that." Council Member Strawder, "What I would maybe recommend because while we've been talking a little bit, I've been looking at the sections and stuff and the sections that are in here don't follow the layout of this. I would state that these are probably more aligned with a regular agreement like what I'm used to seeing where you have to recite all of the definitions and responsibilities and that aspect. If you look through here there's a lot of these that are the same or very similar to each other. What I worry about if we stay with this and then just try to put in the privately financed portion or the publicly financed portion is then you're going to have a patchwork agreement that you're trying to tie things together. Because a lot of the items that you've been talking about tonight and what I read last time, are actually covered by a lot of this with tweaks."

Council Member Curtiss, "Yeah." Council Member Strawder, "So what I'm wondering is if we wouldn't be better to review the look at the possibility of combining these two agreements into one agreement. Again, with some slight alterations that can be hashed out and see how that would compare on a satisfactory level versus going through and trying to piece together this. I mean, the questions on defining the project is, I mean, and this is basically how I'm used to seeing projects. The project is just something that the subdivision, whether it be commercial or residential or whatever. Here you have public improvements on the public's finance side, if they indicated its public improvements, on the other one it just improvements. I mean it's public improvements, public improvements doesn't mean publicly financed and I'm a fan of how section one is laid out on the publicly financed portion just because it's separated out. Responsibilities of the developer is the next section on both of them. You got the development plan is on both of them. You have engineering plans on both of them. You have construction on both of them. Inspection and testing, permits and compliance, and then a warranty section. So that differs a little bit, you got completion of improvements. Completion of improvements, this is an area where I would maybe look at on the privately financed side. Developers shall complete public improvements within insert timeline of execution of this agreement unless an extension is granted in writing by the city. I don't know if I would necessarily put that in here because it's privately financed."

Council Member Ernst, "I don't see though on some--." (Side conversations were stopped by the mayor.) Council Member Mays, "Do you want one document?" Council Member Strawder, "I think it could be completed by one document as long as it's done in a way that it's clear and concise afterwards. So, what I would be maybe more in favor of is a one document template that's then modified as an agreement to put together." Mayor Luke, "To make it public or private." Council Member Strawder, "Yeah, so, you would delete one section out of it essentially. The rest of the stuff yeah." Mayor Luke, "Okay, then what we'll do, we'll look at--we'll get information over to Philip. And we can look at how we can modify these or tie these together and legal requirements. But at the same time, we'll also do some separate work on this one to eliminate verbiage and get down to the nuts and bolts, let's go with that, very minimal requirements. And then get that out to everybody to review and look at; get it out in the next couple weeks. You'll have over the holidays to look at it into the first of the year. We can get comments back before then but not meet again until after we've had a chance to review it and get comments back. We'll get the comments all back to Mary and then those comments will be combined together so everybody gets them. So, we're not working from

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25 different pieces of paper. And also, then look at how they can be brought into what's usually agreed upon."

Council Member Curtiss, "Mike, do you have anything to add on any of this?" Mike Abendroth, "You guys have a whole lot to decipher and sort through. Right now, I'm good." Council Member Curtiss, "Okay. I just want to make sure we're still on the right road." Mike Abendroth, "I appreciate the concern." Craig Marshall, "I have a question. When do you guys anticipate having a document that's approved? Because time is ticking. And I'm going to go back to like May when I was here and Mike presented. I mean, that's been seven months almost now, and again time is ticking." Mayor Luke, "I think if we get two or three of the items hashed out, we probably will have done the major piece of what needs to be done. And if we get the definition and we get an acceptable, private, and public, piece of the document, that's going to take care of probably 85% of the problem or situation or misconception or whatever you want to call it. I won't say one more meeting but I would say, hopefully, with two more meetings we should be--. Which would be sometime in January. That would be my goal. I don't-- I don't see it between now and the end of the year. Anything else for this evening? We will adjourn for this evening."

Mayor Luke declared the meeting adjourned.

Approved by the Governing Body and signed by Anne C. Brown, City Clerk