

**EDGERTON CITY COUNCIL
MEETING AGENDA
CITY HALL, 404 EAST NELSON STREET
September 10, 2015**

Call to Order

1. **Roll Call** ____ Roberts ____ Longanecker ____ Crooks ____ Troutner ____ Brown ____ Crist
2. **Welcome**
3. **Pledge of Allegiance**

Consent Agenda *(Consent Agenda items will be acted upon by one motion unless a Council member requests an item be removed for discussion and separate action)*

4. Agenda Approval
5. Approve City Council Meeting Minutes August 27, 2015
6. Acceptance of Rights-of-Way and Easements for Waverly Road Project

Regular Agenda

7. **Public Comments.** Persons who wish to address the City Council regarding items not on the agenda and that are under the jurisdiction of the City Council may do so when called upon by the Mayor. Comments on personnel matters and matters pending before court or other outside tribunals are not permitted. Please notify the City Clerk before the meeting if you wish to speak. Speakers are limited to three (3) minutes. Any presentation is for informational purposes only. No action will be taken.
8. **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
9. Discuss possible changes to Section 14-202 of the Edgerton Municipal Code in regards to the Idling of Motor Vehicles

Business Requiring Action

10. **CONSIDER RESCINDING PREVIOUS APPROVAL FOR ACCEPTANCE OF DEDICATIONS OF LAND FOR PUBLIC PURPOSES FOR NICKELL INTERMODAL – FIRST PLAT**

Motion: _____ Second: _____ Vote: _____

11. Report by the City Administrator

- Designation of Voting Delegate for League of Kansas Municipalities Annual Meeting
- Updated Job Description for Public Works Superintendent and Parks and Recreation Coordinator
- Manor Park Improvements
- Discussion of Transient Guest Tax
- Follow up regarding sewer gas smell near Homestead and 199th Street

12. Report by the Mayor

13. Future Meeting/Event Reminders:

- September 15th 6:30 PM – Town Hall Meeting Sheriff Denning at Edgerton Elementary School
- September 16th Noon – Senior Lunch
- September 19th 9 AM – 11 AM – Manor Park Improvements Open House
- September 24th 7:00 PM – City Council Meeting

14. Adjourn Motion: _____ Second: _____ Vote: _____

City of Edgerton, Kansas
Minutes of City Council Regular Session
August 27, 2015

A Regular Session of the City Council was held in the Edgerton City Hall, 404 E. Nelson, Edgerton, Kansas on August 27, 2015. The meeting convened at 7:00 p.m. with Mayor Roberts presiding, and City Clerk Janeice L. Rawles recording.

1. ROLL CALL

Charlie Troutner	present
Cindy Crooks	present
Jody Brown	present
Darius Crist	present
Clay Longanecker	present

With a quorum present, the meeting commenced.

Staff in attendance:	City Administrator Beth Linn
	Community Development Director Kenny Cook
	City Attorney Patrick Reavey
	City Superintendent Mike Mabrey

2. WELCOME AND PLEDGE OF ALLEGIANCE

3. CONSENT AGENDA

- Agenda Approval
- Approve City Council Meeting Minutes August 13th, 2015
- Appointment of Elliot Lahn to Planning Commission for term ending September 2016

Motion by Crooks, seconded by Longanecker, to approve the consent agenda.

Motion was approved, 5-0.

4. PUBLIC COMMENTS

Piara Singh, owner of Dee's Mini Mart in Edgerton, Kansas was present to speak to the Mayor and council about idling trucks parked at his establishment being harassed by the City of Edgerton. Mr. Singh passed out a portion of the city code with some suggested changes.

Jason Camis, Gardner Edgerton Chamber of Commerce, was present to inform everyone about events occurring in September. On Friday, September 11, 2015, the 3rd Annual Gardner Edgerton Sporting Clay Tournament will take place; station sponsor donation is \$150.00.

Motion by Crooks, seconded by Troutner, to approve a donation of \$150.00 for station sponsorship for the 3rd Annual Gardner Edgerton Sporting Clay Tournament.

Motion was approved, 5-0.

Captain Mark Rokusek, Johnson County Sheriff's Department, Introduced himself and let everyone know that he is here and would answer any questions.

Mike Sleister, resident, discussed the park at the corner of 1st and Martin Street, commonly known as Edgerton Manor Park. He brought up several thoughts and ideas and expressed his opinions of several different issues.

Brent Carroll, citizen, presented his view on Edgerton Manor Park and suggested installing curfew signs and possibly more lights.

Monica Carroll, resident, presented her perspective in getting along with the youth at the park - approach the youth in a nice manner and they will listen.

Mayor Roberts announced that the City has been talking with Johnson County Sheriff's Department about having a town meeting in the near future.

5. DECLARATIONS BY COUNCIL MEMBERS

There were no declarations by any council members

6. REQUEST FOR \$750.00 DONATION FOR COPS 'N BOBBERS FISHING DERBY WAS CONSIDERED

Deputy Shoop, Johnson County Sheriff's Department, was present to request \$750.00 for the annual Cop 'N Bobbers Fishing Derby. He explained that one hundred percent is used for prizes.

Motion by Crooks, seconded by Longanecker, to approve the request for \$750.00 for the Cops 'N Bobbers Fishing Derby.

Motion was approved, 5-0.

7. ORDINANCE NO. 1000 AMENDING CHAPTER XIV OF THE EDGERTON, KANSAS MUNICIPAL CODE TO INCORPORATE THE 2015 STANDARD TRAFFIC ORDINANCE WAS CONSIDERED

The Council was informed The League of Kansas Municipalities prepares the Standard Traffic Ordinance booklet with updates. The summary of changes was included in the packet.

Motion by Longanecker, seconded by Brown, to approve Ordinance No. 1000 amending chapter XIV of the Edgerton, Kansas Municipal Code to incorporate the 2015 Standard Traffic Ordinance.

Motion was approved, 5-0.

8. ORDINANCE NO. 1001 AMENDING CHAPTER XI, ARTICLE 1, SECTION 11-101 OF THE CODE OF THE CITY OF EDGERTON, KANSAS, CONCERNING THE UNIFORM PUBLIC OFFENSE CODE WAS CONSIDERED

The League of Kansas Municipalities prepares the Uniform Public Offense Code booklet every year with updates. A summary of changes was included in the packet.

Motion by Longanecker, seconded by Troutner, to approve the Ordinance No. 1001 amending Chapter XI, Article 1, Section 11-101 of the Edgerton Municipal Code to incorporate the 2015 Uniform Public Offense Code.

Motion was approved, 5-0.

9. **ORDINANCE NO. 1002 APPROVING THE DESCRIPTION AND SURVEY OF LANDS NECESSARY FOR ACQUISITION OF EASEMENTS AND ROAD RIGHT-OF-WAY NEEDED FOR CONSTRUCTING WAVERLY ROAD AND ASSOCIATED IMPROVEMENTS WAS NOT CONSIDERED.**
10. **AGREEMENT WITH BG CONSULTANTS FOR EDGERTON-WELLSVILLE WATER SUPPLY STUDY UPDATE WAS CONSIDERED**

The City Administrator informed the Council, the city was approached by the City of Wellsville to initiate a dialogue about the possibility of Edgerton transporting wholesale water originating from Miami County Rural Water District #2 through the Edgerton water distribution system to Wellsville. The City of Wellsville has agreed to allow BG Consultants (City Engineer for the City of Edgerton) to perform the study. She indicated the scope of work to be performed by BG Consultants is to meet with both cities and receive information about existing contracts; review existing water demands and future water needs of the City of Edgerton and Wellsville; and meet with the representatives of RWD #2 and RWD #7 to confirm their capacity to deliver desired flow. Other results of the study will be presented to the cities for the first phase.

Motion by Brown, seconded by Longanecker, to approve the agreement with BG Consultants for Edgerton-Wellsville water supply study update.

Motion was approved, 5-0.

11. **RESOLUTION NO. 08-27-15A AUTHORIZING THE CITY OF EDGERTON, KANSAS TO ENTER INTO AMENDED AND RESTATED PERFORMANCE AGREEMENTS AND ORIGINATION FEE AGREEMENTS IN CONNECTION WITH THE DEVELOPMENT OF THE INTERMODAL FACILITY AND THE LOGISTICS PARK WAS CONSIDERED**

Beth Linn, City Administrator, introduced Scott Anderson, Bond Counsel for the City of Edgerton. Mr. Anderson explained the amendments to the performance agreements and origination fee agreements. The Resolution authorizes the execution and delivery of an Amended and Restated Performance Agreement for each of the four projects. The projects are ELHC I, ELHC IV, ELHC XI, and ELHC XII.

Motion by Brown, seconded by Longanecker, to approve the Resolution No. 08-27-15A authorizing the City of Edgerton, Kansas to enter into amended and restated performance agreements and origination fee agreements in connection with the development of the intermodal Facility and the Logistics Park.

Motion was approved, 5-0.

12. REPORT BY THE CITY ADMINISTRATOR

- Beth Linn, City Administrator, handed out and explained the second quarter financial reports. Ms. Linn explained to the Mayor and council that all budget requirements have been completed for this year. She also noted that Mike Mabrey has done a great job at the Big Bull Creek Waste Water Treatment Plant.
- Mayor and council need to decide who will be the voting and alternate delegates for the League of Kansas Municipalities annual meeting, at the September 10th meeting.
- Updated job descriptions for public works supervisor and parks and recreation coordinator are not complete at this time.
- A schedule for work sessions needs to be set. A town hall meeting with the Johnson County Sheriff's Department has been tentatively set for either the 15th or the 17th of September; final date will be announced later.
- A work session is needed to discuss the Capital Improvement Projects; she added this session can be held before or after a regular session by the City Council.
- A work session to amend chapters of the city code is scheduled for the 1st of October at 7:00 pm. This session will address the animal section of the city code.
- Landworks will be helping Tegan Meadors, Park & Recreation Coordinator with an event asking for citizen input for improvements at Manor Park.

13. REPORT BY THE MAYOR

No Report

Mayor recessed the meeting for ten minutes at 8:00 p.m. and reconvened at 8:10 p.m.

14. FUTURE MEETING/EVENT REMINDERS

- September 5th, 10:00 AM – Cops 'n Bobbers Fishing Derby, Edgerton Lake
- September 7th Labor Day – City Offices CLOSED
- September 8th 7:00 PM – Planning Commission Meeting
- Week of September 7th – TRASH PICKUP THURSDAY
- September 10th 7:00 PM – City Council Meeting
- September 16th Noon – Senior Lunch
- September 24th 7:00 PM – City Council Meeting

15. EXECUTIVE SESSION K.S.A. 75-4319 (b) (6) REGARDING ACQUISITION OF REAL PROPERTY WAS CONSIDERED

Motion by Crooks, seconded by Crist, to recess into executive session for ten minutes to include City Administrator, City Attorney, and Community Development Director.

Motion was approved, 5-0.

Meeting recessed at 8:10 pm

Motion by Longanecker, seconded by Troutner , to reconvene meeting and announced discussion was limited to action taken only.

Motion was approved, 5-0.

Meeting reconvened at 8:19 p.m.

Motion by Crooks, seconded by Longanecker, authorizing staff to proceed with payment requested for necessary easement and rights-of-way for Nickell and De Grande properties.

Motion was approved, 5-0.

16. ADJOURN

Motion by Crooks, seconded by Brown, to adjourn .

Motion was approved, 5-0.

Janeice L. Rawles, CMC
City Clerk

Approved by the Governing Body on _____

DEED OF DEDICATION

This deed of dedication is made on this _____ day of _____

2015. JOHN J. DEGRANDE, TRUSTEE, Trustee of the MICHAEL J. DeGRANDE REVOCABLE TRUST INDENTURE DATED SEPTEMBER 19, 2002, and JOHN J. DEGRANDE, TRUSTEE of the FLORENCE E. DeGRANDE REVOCABLE TRUST INDENTURE DATED SEPTEMBER 19, 2002, acting pursuant to the powers to convey realty granted under said trust, its successors,

administrators, and assigns (hereinafter "Grantor"), for the consideration of \$3000.00 in

hand paid, sells, conveys, and deeds to the City of Edgerton, Kansas (hereinafter

"Grantee"), free and clear of all liens and encumbrances, fee title to the following

described real property in Johnson County, Kansas:

All that part of the east half of the Northwest Quarter of Section 35, Township 14 South, Range 22 East, Johnson County, Kansas, more particularly described as follows:

Commencing at the northwest corner of said Northwest Quarter; thence coincident with the north line of said Northwest Quarter, North 88°33'52" East, 1,298.49 feet to the Point of Beginning; thence continuing along said north line, North 88°33'52" East, 41.52 feet; thence South 42°34'06" West, 58.97 feet; thence coincident with the west line of the east half of said Northwest Quarter, North 02°10'33" West, 42.38 feet to the Point of Beginning, less that part in existing road right-of-way, containing 206 square feet, or 0.005 acres, more or less.

AND

All that part of the east half of the Northwest Quarter of Section 35, Township 14 South, Range 22 East, Johnson County, Kansas, more particularly described as follows:

Commencing at the northwest corner of said Northwest Quarter; thence coincident with the north line of said Northwest Quarter, North 88°33'52" East, 1,298.49 feet; thence coincident with the west line of the east half of said Northwest Quarter, South 02°10'33" East, 1,457.38 feet to the Point of Beginning; thence South 39°36'18" East, 61.74 feet; thence South 02°38'29" East, 76.72 feet; thence South 42°44'00" West, 62.64 feet; thence coincident with the west line of the east half of said Northwest Quarter, North 02°10'33" West, 272.07 feet to the Point of Beginning, containing 5,877 square feet, or 0.135 acres, more or less.

IN WITNESS WHEREOF, the parties above named have hereunto set their hands and seals the date first above written.

GRANTOR:

FLORENCE E. DeGRANDE REVOCABLE
TRUST INDENTURE DATED
SEPTEMBER 19, 2002

By: 

John J. DeGrande
Trustee
P.O. Box 272
Gardner, KS 66030-0272

GRANTOR:

MICHAEL J. DeGRANDE REVOCABLE TRUST INDENTURE
DATED SEPTEMBER 19, 2002

(Trust Name)

By: 

Printed Name: John J. DeGrande

Title: Trustee

Street Address: P.O. Box 272

City, State & Zip: Gardner, KS 66030-0272

GRANTEE:

CITY OF EDGERTON, KANSAS,
A Municipal Corporation

By: _____

Beth Linn, City Administrator

ATTEST:

Janeice Rawles, City Clerk

(SEAL)

ACKNOWLEDGMENT

STATE OF KANSAS)
) SS:
COUNTY OF JOHNSON)

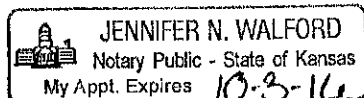
BE IT REMEMBERED, That on this 3rd day of September 2015, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came John J. DeGrande, as Trustee of the ** (SEE BELOW), to me personally known to be the identical person(s) who executed the above and foregoing instrument and who acknowledged the execution of the same on behalf of said Trust.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last above written.

Jennifer N. Walford
Notary Public

My Appointment Expires:

Oct 3, 2016



**MICHAEL J. DeGRANDE REVOCABLE TRUST INDENTURE DATED SEPTEMBER 19, 2002, and as Trustee of the FLORENCE E. DeGRANDE REVOCABLE TRUST INDENTURE DATED SEPTEMBER 19, 2002.

ACKNOWLEDGMENT

STATE OF KANSAS)
) ss:
COUNTY OF JOHNSON)

BE IT REMEMBERED, That on this _____ day of _____, 2015, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came **BETH LINN**, City Administrator of the City of Edgerton, Kansas, and **JANEICE RAWLES**, City Clerk of said City, who are personally known to me to be the same persons who executed, as such officers, the within instrument on behalf of said City, and such persons duly acknowledged the execution of the same to be the act and deed of said City.

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

Notary Public

My Appointment Expires:

City Project: Waverly Road
Parcel No. 2F221435-1002

PERMANENT DRAINAGE EASEMENT

THIS AGREEMENT, Made and entered into this _____ day of _____, 2015, by and between **JOHN J. DEGRANDE, TRUSTEE**, Trustee of the ~~MICHAEL J. DeGRANDE REVOCABLE TRUST INDENTURE DATED SEPTEMBER 19, 2002, and JOHN J. DeGRANDE, TRUSTEE of the FLORENCE E. DeGRANDE, REVOCABLE TRUST INDENTURE DATED SEPTEMBER 19, 2001~~, acting pursuant to the powers to convey realty granted under said trust, its successors, administrators, and assigns, hereinafter called Grantor, and the **CITY OF EDGERTON, KANSAS**, a Municipal Corporation, located in the County of Johnson, State of Kansas, hereinafter called Grantee.

NOW, THEREFORE, for the consideration hereinafter described, the parties hereto agree as follows:

**SECTION ONE
GRANT OF PERMANENT EASEMENT**

In consideration of One and No/100 Dollar (\$1.00), in hand paid and other valuable consideration, including just compensation paid for all property damage resulting from the public improvement and from those factors set forth in K.S.A. 26-513 and other factors arising from the public improvement to be made, including but not limited to increased water run-off or drainage; loss of trees and landscaping; and erosion, receipt of which is hereby acknowledged, the Grantor does hereby grant and convey to the Grantee, its successors and assigns, a permanent easement to construct, maintain, alter, repair or replace a storm sewer and other appurtenances convenient for said stormwater drainage system in, over, on, under and through the following described land in the County of Johnson, State of Kansas (such land is referred to herein as the premises):

**SEE EXHIBIT "A" ATTACHED HERETO
AND BY REFERENCE MADE A PART HEREOF.**

SECTION TWO
RESTRICTED USE BY GRANTOR

Grantor shall not interfere with the exercise by Grantee of the rights granted herein. Grantor shall not construct or permit to be constructed any structure or obstruction on the above described easement area or interfere with the construction, maintenance, or operation of stormwater drainage system and appurtenances constructed pursuant to this instrument.

SECTION THREE
WARRANTY OF TITLE

Grantor covenants that it is the owner of the premises and has the right, title and capacity to grant the easement granted herein.

SECTION FOUR
EFFECT OF AGREEMENT

This agreement shall be binding upon the heirs, legal representatives, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

GRANTOR:

FLORENCE E. DeGRANDE REVOCABLE
TRUST INDENTURE DATED
SEPTEMBER 19, 2002

GRANTOR:

MICHAEL J. DeGRANDE REVOCABLE TRUST INDENTURE
DATED SEPTEMBER 19, 2002

By: 

John J. DeGrande
Trustee
P.O. Box 272
Gardner, KS 66030-0272

(Trust Name)

By: 

Printed Name: John J. DeGrande
Title: Trustee
Street Address: P.O. Box 272
City, State & Zip: Gardner, KS 66030-0272

GRANTEE:

CITY OF EDGERTON, KANSAS,
A Municipal Corporation

By: _____
Beth Linn, City Administrator

ATTEST:

Janeice Rawles, City Clerk

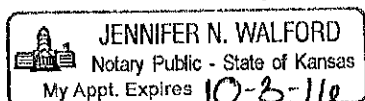
(SEAL)

ACKNOWLEDGMENT

STATE OF KANSAS)
) SS:
COUNTY OF JOHNSON)

BE IT REMEMBERED, That on this 3rd day of September 2015, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came JOHN J. DEGRANDE, TRUSTEE, as Trustee of the **SEE BELOW, to me personally known to be the identical person(s) who executed the above and foregoing instrument and who acknowledged the execution of the same on behalf of said Trust.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last above written.



My Appointment Expires:

Oct 3, 2016

Jennifer N Walford
Notary Public

****MICHAEL J. DeGRANDE REVOCABLE TRUST INDENTURE
DATED SEPTEMBER 19, 2002, and as TRUSTEE of the
FLORENCE E. DeGRANDE REVOCABLE TRUST INDENTURE
DATED SEPTEMBER 19, 2002**

ACKNOWLEDGMENT

STATE OF KANSAS)
) SS:
COUNTY OF JOHNSON)

BE IT REMEMBERED, That on this _____ day of _____, 2015, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came **BETH LINN**, City Administrator of the City of Edgerton, Kansas, and **JANEICE RAWLES**, City Clerk of said City, who are personally known to me to be the same persons who executed, as such officers, the within instrument on behalf of said City, and such persons duly acknowledged the execution of the same to be the act and deed of said City.

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

Notary Public

My Appointment Expires:

EXHIBIT A

DESCRIPTION:

All that part of the east half of the Northwest Quarter of Section 35, Township 14 South, Range 22 East, Johnson County, Kansas, more particularly described as follows:

Commencing at the northwest corner of said Northwest Quarter; thence coincident with the north line of said Northwest Quarter, North $88^{\circ}33'52''$ East, 1,298.49 feet; thence coincident with the west line of the east half of said Northwest Quarter, South $02^{\circ}10'33''$ East, 227.38 feet to the Point of Beginning; thence North $87^{\circ}49'27''$ East, 29.00 feet; thence coincident with a line 29 feet east of and parallel with the west line of the east half of said Northwest Quarter, South $02^{\circ}10'33''$ East, 30.00 feet; thence South $87^{\circ}49'27''$ West, 29.00 feet; thence coincident with the west line of the east half of said Northwest Quarter, North $02^{\circ}10'33''$ West, 30.00 feet to the Point of Beginning, containing 870 square feet, or 0.020 acres, more or less.

AND

All that part of the east half of the Northwest Quarter of Section 35, Township 14 South, Range 22 East, Johnson County, Kansas, more particularly described as follows:

Commencing at the northwest corner of said Northwest Quarter; thence coincident with the north line of said Northwest Quarter, North $88^{\circ}33'52''$ East, 1,298.49 feet; thence coincident with the west line of the east half of said Northwest Quarter, South $02^{\circ}10'33''$ East, 562.38 feet to the Point of Beginning; thence North $87^{\circ}49'27''$ East, 29.00 feet; thence coincident with a line 29 feet east of and parallel with the west line of the east half of said Northwest Quarter, South $02^{\circ}10'33''$ East, 30.00 feet; thence South $87^{\circ}49'27''$ West, 29.00 feet; thence coincident with the west line of the east half of said Northwest Quarter, North $02^{\circ}10'33''$ West, 30.00 feet to the Point of Beginning, containing 870 square feet, or 0.020 acres, more or less.

City Project No. Waverly Road
Parcel No. 2F221435-1002

TEMPORARY CONSTRUCTION EASEMENT

THIS AGREEMENT, Made and entered into this _____ day of _____, 2015, by and between **JOHN J. DEGRANDE, TRUSTEE**, Trustee of the ~~MICHAEL J. DeGRANDE REVOCABLE TRUST INDENTURE DATED SEPTEMBER 19, 2002~~ and **JOHN J. DEGRANDE, TRUSTEE OF THE FLORENCE E. DeGRANDE REVOCABLE TRUST**, ~~INDENTURE DATED SEPTEMBER 19, 2002~~, acting pursuant to the powers to convey realty granted under said trust, its successors, administrators, and assigns, hereinafter called Grantor, and the **CITY OF EDGERTON, KANSAS**, a Municipal Corporation, located in the County of Johnson, State of Kansas, hereinafter called Grantee.

NOW, THEREFORE, for the sum of One and No/100 Dollar (\$1.00) and other good and valuable consideration, including just compensation paid for all property damage resulting from the public improvement and from those factors set forth in K.S.A. 26-513 and other factors arising from the public improvement to be made, including but not limited to access to the property; productivity, convenience, use to be made of the property remaining; view; severance of the tract; changes of grade; loss or impairment of access; loss of landscaping, trees and shrubbery; loss of fences; damage to property remaining due to change of grade; medians; and increased water run-off or drainage as indicated on the construction plan; the sufficiency of which is hereby acknowledged, the Grantor does hereby grant to Grantee, its successors and assigns, a Temporary Construction Easement in, on, over, under and through the following described real estate, to wit:

SEE EXHIBIT "A" ATTACHED HERETO
AND BY REFERENCE MADE A PART HEREOF.

The above described easement is to be used for the purpose of constructing, grading, improving, reconstructing and inspecting the project shown by the plans of said proposed improvement. This Temporary Construction Easement includes the right of ingress and egress in, on, over, under and through the above-described real estate.

This Temporary Construction Easement shall be for a two (2) year period starting with the date of the Construction Work Order (CWO) which begins the project and expiring two (2) years thereafter, or December 31, 2017, whichever is the earliest date. Grantor agrees that if the project is delayed and not completed within the temporary construction easement area prior to the expiration date set forth herein, Grantee, upon the filing of an Affidavit of Notice of Extension of Temporary Construction Easement with the Record and Tax Administration in Johnson County, Kansas, shall be granted a period of time not to exceed one (1) year from the original expiration date, to complete said project within the easement area. In no event shall the actual work of the project within the temporary construction easement area exceed a time period of two years.

For one year after the expiration date or extension of the expiration date set forth in this easement, Grantee shall have the right to perform maintenance work on or repair of the improvement and to perform landscaping work related thereto.

Grantor reserves the right to fully use and enjoy the premises except for such use as may unreasonably interfere with the exercise by Grantee of the rights granted herein.

After completion of construction, Grantee shall restore the premises and improvement within the temporary construction easement to as near as possible the conditions set out in the project plans and specifications. Said improvement within the temporary construction easement shall be permanent.

Grantee agrees to restore the temporary construction easement by seeding, replacement of sod or paving as set out in the improvement plans and specifications. Grading within the temporary construction easement may result in a permanent grade change.

Grantor covenants that it is the owner of the premises and has the right, title and capacity to grant the easements herein conveyed.

This agreement is binding upon the heirs, executors, administrators, successors and assigns of the Grantor and Grantee, and it is understood that this agreement cannot be changed or altered in any way except by writing, legally signed by both Grantor and Grantee.

TO THESE COVENANTS, the Grantor does hereby consent and agree.

IN WITNESS WHEREOF, the parties above named have hereunto set their hands and seals the date first above written.

GRANTOR:

FLORENCE E. DeGRANDE REVOCABLE
TRUST INDENTURE DATED
SEPTEMBER 29, 2002

By: 

John J. DeGrande, Trustee
P.O. Box 272
Gardner, KS 66030-0272

GRANTOR:

MICHAEL J. DeGRANDE REVOCABLE TRUST INDENTURE
DATED SEPTEMBER 29, 2002

(Trust Name)

By: 

Printed Name: John J. DeGrande

Title: Trustee

Street Address: P.O. Box 272

City, State & Zip: Gardner, KS 66030-0272

GRANTEE:

CITY OF EDGERTON, KANSAS,
A Municipal Corporation

By: _____

Beth Linn, City Administrator

ATTEST:

Janeice Rawles, City Clerk

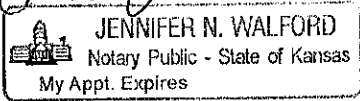
(SEAL)

ACKNOWLEDGMENT

STATE OF KANSAS)
) ss:
COUNTY OF JOHNSON)

BE IT REMEMBERED, That on this 3rd day of September 2015, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came JOHN J. DEGRANDE, TRUSTEE, as Trustee of the **SEE BELOW, to me personally known to be the identical person(s) who executed the above and foregoing instrument and who acknowledged the execution of the same on behalf of said Trust.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last above written.

Jennifer N. Walford
Notary Public


My Appointment Expires:

Oct 3, 2016

ACKNOWLEDGMENT

STATE OF KANSAS)
) ss:
COUNTY OF JOHNSON)

BE IT REMEMBERED, That on this _____ day of _____, 2015, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came **BETH LINN**, City Administrator of the City of Edgerton, Kansas, and **JANEICE RAWLES**, City Clerk of said City, who are personally known to me to be the same persons who executed, as such officers, the within instrument on behalf of said City, and such persons duly acknowledged the execution of the same to be the act and deed of said City.

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

Notary Public

My Appointment Expires:

****MICHAEL J. DeGRANDE REVOCABLE TRUST INDENTURE DATED SEPTEMBER 19, 2002, and as Trustee of the FLORENCE E. DeGRANDE REVOCABLE TRUST INDENTURE DATED SEPTEMBER 19, 2002.**

EXHIBIT A

DESCRIPTION:

All that part of the east half of the Northwest Quarter of Section 35, Township 14 South, Range 22 East, Johnson County, Kansas, more particularly described as follows:

Commencing at the northwest corner of said Northwest Quarter; thence coincident with the north line of said Northwest Quarter, North $88^{\circ}33'52''$ East, 1,298.49 feet; thence coincident with the west line of the east half of said Northwest Quarter, South $02^{\circ}10'33''$ East, 42.38 feet to the Point of Beginning; thence North $42^{\circ}34'06''$ East, 28.36 feet; thence coincident with a line 22 feet south of and parallel with the north line of said Northwest Quarter, North $88^{\circ}30'21''$ East, 45.04 feet; thence South $02^{\circ}10'33''$ East, 544.60 feet; thence South $01^{\circ}59'02''$ West, 275.73 feet; thence South $01^{\circ}40'55''$ East, 580.02 feet; thence South $15^{\circ}48'11''$ East, 169.78 feet; thence South $02^{\circ}10'33''$ East, 179.53 feet; thence South $88^{\circ}06'12''$ West, 80.00 feet; thence coincident with the west line of the east half of said Northwest Quarter, North $02^{\circ}10'33''$ West, 37.07 feet; thence North $42^{\circ}44'00''$ East, 62.64 feet; thence North $02^{\circ}38'29''$ West, 76.72 feet; thence North $39^{\circ}36'18''$ West, 61.74 feet; thence North $05^{\circ}35'10''$ West, 102.14 feet; thence coincident with the west line of the east half of said Northwest Quarter, North $02^{\circ}10'33''$ West, 1,415.00 feet to the Point of Beginning, less that part taken for Permanent Drainage Easement, containing 91,626 square feet, or 2.103 acres, more or less.

DEED OF DEDICATION

This deed of dedication is made on this _____ day of _____

2015. NICKELL GARDNER KANSAS PROPERTIES, LLC (hereinafter "Grantor"), for the consideration of \$23,832.58 in hand paid, sells, conveys, and deeds to the City of Edgerton, Kansas (hereinafter "Grantee"), free and clear of all liens and encumbrances, fee title to the following described real property in Johnson County, Kansas:

All that part of the Southwest Quarter of Section 35, Township 14 South, Range 22 East, in the City of Edgerton, Johnson County, Kansas, more particularly described as follows:

Commencing at the southwest corner of said Southwest Quarter; thence coincident with the south line of said Southwest Quarter, North 88°38'40" East, 60.00 feet; thence coincident with a line 60 feet east of and parallel with the west line of said Southwest Quarter, North 01°56'06" East, 60.00 feet to the Point of Beginning; thence continuing North 01°56'06" East, 18.97 feet; thence South 79°28'25" East, 92.12 feet; thence coincident with a line 60 feet north of and parallel with the south line of said Southwest Quarter, South 88°38'40" West, 89.96 feet to the Point of Beginning, containing 853 square feet, or 0.020 acres, more or less.

AND

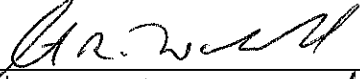
All that part of the Southwest Quarter of Section 35, Township 14 South, Range 22 East, in the City of Edgerton, Johnson County, Kansas, more particularly described as follows:

Commencing at the southwest corner of said Southwest Quarter; thence coincident with the west line of said Southwest Quarter, North 01°56'06" West, 90.00 feet; thence North 88°38'40" East, 20.00 feet to the Point of Beginning; thence coincident with a line 20 feet east of and parallel with the west line of said Southwest Quarter, North 01°56'06" West, 288.30 feet; thence North 88°38'44" East, 30.00 feet; thence coincident with a line 50 feet east of and parallel with the west line of said Southwest Quarter, South 01°56'06" East, 288.30 feet; thence coincident with a line 90 feet north of and parallel with the south line of said Southwest Quarter, South 88°38'40" West, 30.00 feet to the Point of Beginning, containing 8,649 square feet, or 0.199 acres, more or less.

IN WITNESS WHEREOF, the parties above named have hereunto set their hands and seals the date first above written.

GRANTOR:

**NICKELL GARDNER KANSAS
PROPERTIES, LLC**

By: 
Printed Name: David R. Nickell
Title: President
Street Address: 5252 West 115th Terra
City, State & Zip: Lawrence, KS, 66211

GRANTEE:

CITY OF EDGERTON, KANSAS,
A Municipal Corporation

By: _____
Beth Linn, City Administrator

ATTEST:

Janeice Rawles, City Clerk

(SEAL)

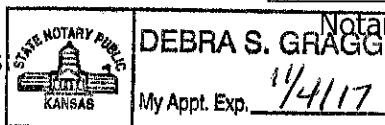
ACKNOWLEDGMENT

STATE OF Kansas)
) ss:
COUNTY OF Johnson

BE IT REMEMBERED, That on this 8th day of September 2015, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came David R. Nickell, who is personally known to me to be the same person who executed as such officer/member the foregoing instrument of writing on behalf of said entity and said person duly acknowledged the execution of the same to be the act and deed of said entity.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last above written.

My Appointment Expires _____



Debra S. Gragg
Notary Public
Debra S. Gragg

ACKNOWLEDGMENT

STATE OF KANSAS)
) ss:
COUNTY OF JOHNSON)

BE IT REMEMBERED, That on this _____ day of _____, 2015, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came **BETH LINN**, City Administrator of the City of Edgerton, Kansas, and **JANEICE RAWLES**, City Clerk of said City, who are personally known to me to be the same persons who executed, as such officers, the within instrument on behalf of said City, and such persons duly acknowledged the execution of the same to be the act and deed of said City.

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

Notary Public

My Appointment Expires:

DEED OF DEDICATION

This deed of dedication is made on this _____ day of _____

2015. NICKELL GARDNER KANSAS PROPERTIES, LLC (hereinafter "Grantor"), for the consideration of \$1.00 in hand paid, sells, conveys, and deeds to the City of Edgerton, Kansas (hereinafter "Grantee"), free and clear of all liens and encumbrances, fee title to the following described real property in Johnson County, Kansas:

A TRACT OF LAND IN THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 14 SOUTH, RANGE 22 EAST OF THE 6TH P.M. IN THE CITY OF EDGERTON, JOHNSON COUNTY, KANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 35; THENCE ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 35

N.1°56'08"W. (BEING AN ASSUMED BEARING) 378.31 FEET; THENCE

N.88°38'42"E. 20.00 FEET TO THE POINT OF BEGINNING; THENCE PARALLEL TO AND 20.00 FEET EASTERLY OF (MEASURED PERPENDICULAR TO) THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 35

N.1°56'08"W. 947.60 FEET TO THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 35; THENCE ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 35

N.88°32'49"E. 40.00 FEET; THENCE PARALLEL TO AND 60.00 FEET EASTERLY OF (MEASURED PERPENDICULAR TO) THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 35

S.1°56'08"E. 947.67 FEET; THENCE

S.88°38'42"W. 40.00 FEET TO THE POINT OF BEGINNING, CONTAINING 0.870 ACRES.

IN WITNESS WHEREOF, the parties above named have hereunto set their hands and seals the date first above written.

GRANTOR:

**NICKELL GARDNER KANSAS
PROPERTIES, LLC**

By: _____

Printed Name: Daniel R. Nickell

Title: President

Street Address: 5252 West 115th Terrace

City, State & Zip: Leawood, KS. 66211

GRANTEE:

CITY OF EDGERTON, KANSAS,
A Municipal Corporation

By: _____
Beth Linn, City Administrator

ATTEST:

Janeice Rawles, City Clerk

(SEAL)

ACKNOWLEDGMENT

STATE OF Kansas)
) ss:
COUNTY OF Johnson)

BE IT REMEMBERED, That on this 8th day of September 2015, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Daniel R. Nickell, who is personally known to me to be the same person who executed as such officer/member the foregoing instrument of writing on behalf of said entity and said person duly acknowledged the execution of the same to be the act and deed of said entity.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last above written.

My Appointment Expires _____



Debra S. Gragg
Notary Public Debra S. Gragg

ACKNOWLEDGMENT

STATE OF KANSAS)
) ss:
COUNTY OF JOHNSON)

BE IT REMEMBERED, That on this _____ day of _____, 2015, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came **BETH LINN**, City Administrator of the City of Edgerton, Kansas, and **JANEICE RAWLES**, City Clerk of said City, who are personally known to me to be the same persons who executed, as such officers, the within instrument on behalf of said City, and such persons duly acknowledged the execution of the same to be the act and deed of said City.

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

Notary Public

My Appointment Expires:

City Project: Waverly Road
Parcel No. BF221435-2005

PERMANENT DRAINAGE EASEMENT

THIS AGREEMENT, Made and entered into this 8th day of _____, 2015, by and between **NICKELL GARDNER KANSAS PROPERTIES, LLC**, a Kansas limited liability company, hereinafter called Grantor, and the **CITY OF EDGERTON, KANSAS**, a Municipal Corporation, located in the County of Johnson, State of Kansas, hereinafter called Grantee.

NOW, THEREFORE, for the consideration hereinafter described, the parties hereto agree as follows:

SECTION ONE
GRANT OF PERMANENT EASEMENT

In consideration of One Thousand Nine Hundred Eighteen and 04/100 Dollar (\$1,918.04), in hand paid and other valuable consideration, including just compensation paid for all property damage resulting from the public improvement and from those factors set forth in K.S.A. 26-513 and other factors arising from the public improvement to be made, including but not limited to increased water run-off or drainage; loss of trees and landscaping; and erosion, receipt of which is hereby acknowledged, the Grantor does hereby grant and convey to the Grantee, its successors and assigns, a permanent easement to construct, maintain, alter, repair or replace a storm sewer and other appurtenances convenient for said stormwater drainage system in, over, on, under and through the following described land in the County of Johnson, State of Kansas (such land is referred to herein as the premises):

SEE EXHIBIT "A" ATTACHED HERETO
AND BY REFERENCE MADE A PART HEREOF.

SECTION TWO
RESTRICTED USE BY GRANTOR

Grantor shall not interfere with the exercise by Grantee of the rights granted herein. Grantor shall not construct or permit to be constructed any structure or obstruction on the above described easement area or interfere with the construction, maintenance, or operation of stormwater drainage system and appurtenances constructed pursuant to this instrument.

SECTION THREE
WARRANTY OF TITLE

Grantor covenants that it is the owner of the premises and has the right, title and capacity to grant the easement granted herein.

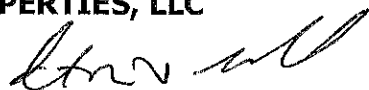
SECTION FOUR
EFFECT OF AGREEMENT

This agreement shall be binding upon the heirs, legal representatives, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

GRANTOR:

**NICKELL GARDNER KANSAS
PROPERTIES, LLC**

By: 
Printed Name: David R. Nickell
Title: President
Street Address: 5252 West 115th Terrace
City, State & Zip: Leawood, KS. 66211

GRANTEE:

CITY OF EDGERTON, KANSAS,
A Municipal Corporation

By: _____
Beth Linn, City Administrator

ATTEST:

Janeice Rawles, City Clerk

(SEAL)

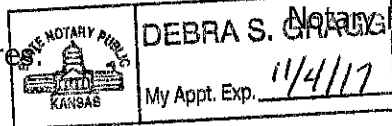
ACKNOWLEDGMENT

STATE OF Kansas)
) ss:
COUNTY OF Johnson

BE IT REMEMBERED, That on this 8th day of September 2015, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came David R. Nickell (Name), President (Title) of NICKELL GARDNER KANSAS PROPERTIES, LLC, a Kansas limited liability company, who is personally known to me to be the same person who executed as such officer/member the foregoing instrument of writing on behalf of said entity and said person duly acknowledged the execution of the same to be the act and deed of said entity.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last above written.

My Appointment Expires _____



Debra S. Gragg
Debra S. Gragg

ACKNOWLEDGMENT

STATE OF KANSAS)
) ss:
COUNTY OF JOHNSON)

BE IT REMEMBERED, That on this _____ day of _____, 2015, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came **BETH LINN**, City Administrator of the City of Edgerton, Kansas, and **JANEICE RAWLES**, City Clerk of said City, who are personally known to me to be the same persons who executed, as such officers, the within instrument on behalf of said City, and such persons duly acknowledged the execution of the same to be the act and deed of said City.

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

Notary Public

My Appointment Expires: _____

EXHIBIT A

DESCRIPTION:

All that part of the Southwest Quarter of Section 35, Township 14 South, Range 22 East, in the City of Edgerton, Johnson County, Kansas, more particularly described as follows:

Commencing at the southwest corner of said Southwest Quarter; thence coincident with the west line of said Southwest Quarter, North 01°56'06" West, 930.08 feet; thence North 88°03'54" East, 60.00 feet to the Point of Beginning; thence coincident with a line 60 feet east of and parallel with the west line of said Southwest Quarter, North 01°56'06" West, 130.00 feet; thence North 88°03'54" East, 25.00 feet; thence coincident with a line 85 feet east of and parallel with the west line of said Southwest Quarter, South 01°56'06" East, 130.00 feet; South 88°03'54" West, 25.00 feet to the Point of Beginning, containing 3,250 square feet, or 0.075 acres, more or less.

City Project No. Waverly Road
Parcel No. BF221435-2005

PERMANENT UTILITY EASEMENT

THIS AGREEMENT, Made and entered into this ____ day of _____, 2015, by and between **NICKELL GARDNER KANSAS PROPERTIES, LLC**, a Kansas limited liability company, hereinafter called Grantor, and the **CITY OF EDGERTON, KANSAS**, a Municipal Corporation, located in the County of Johnson, State of Kansas, hereinafter called Grantee.

NOW, THEREFORE, for the consideration hereinafter described, the parties hereto agree as follows:

SECTION ONE
GRANT OF PERMANENT EASEMENT

In consideration of One Thousand Nine Hundred Eighteen and 03/100 Dollar (\$1,918.03), in hand paid and other valuable consideration, including just compensation paid for all property damage resulting from the public improvement and from those factors set forth in K.S.A. 26-513 and other factors arising from the public improvement to be made, including but not limited to increased water run-off or drainage; loss of trees and landscaping; and erosion, receipt of which is hereby acknowledged, the Grantor does hereby grant and convey to the Grantee, its successors and assigns, a permanent easement to construct, maintain, inspect, alter, repair or replace public utility lines, including but not limited to water, telephone, gas, electricity, cable, storm sewer, sanitary sewer line(s) and other appurtenances, together with the right of storage of equipment and materials and ingress and egress, over, on, under and through the following described land in the County of Johnson, State of Kansas (such land is referred to herein as the premises):

SEE EXHIBIT "A" ATTACHED HERETO
AND BY REFERENCE MADE A PART HEREOF.

SECTION TWO
RESTRICTED USE BY GRANTOR

Grantor shall not interfere with the exercise by Grantee of the rights granted herein. Grantor shall not construct or permit to be constructed any structure or obstruction on the above described easement area or interfere with the construction, maintenance, or operation of utility line(s) and appurtenances constructed pursuant to this instrument.

SECTION THREE
WARRANTY OF TITLE

Grantor covenants that it is the owner of the premises and has the right, title and capacity to grant the easement granted herein.

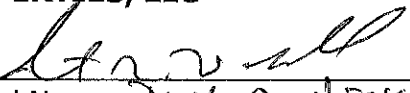
SECTION FOUR
EFFECT OF AGREEMENT

This agreement shall be binding upon the heirs, legal representatives, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

GRANTOR:

**NICKELL GARDNER KANSAS
PROPERTIES, LLC**

By: 
Printed Name: David R. Nickell
Title: President
Street Address: 5252 West 115th Terrace
City, State & Zip: Leawood, KS 66211

GRANTEE:

CITY OF EDGERTON, KANSAS,
A Municipal Corporation

By: _____
Beth Linn, City Administrator

ATTEST:

Janeice Rawles, City Clerk

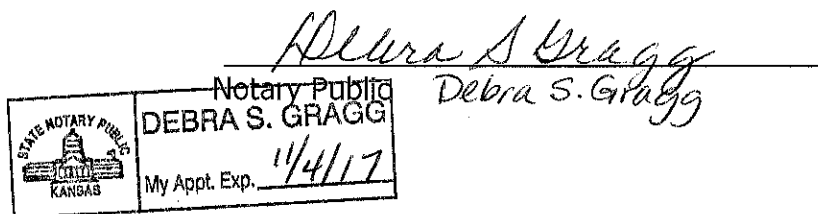
(SEAL)

ACKNOWLEDGMENT

STATE OF Kansas)
) ss:
COUNTY OF Johnson)

BE IT REMEMBERED, That on this 8th day of September 2015, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came David R. Nickell (Name), President (Title) of NICKELL GARDNER KANSAS PROPERTIES, LLC, a Kansas limited liability company, who is personally known to me to be the same person who executed as such officer/member the foregoing instrument of writing on behalf of said entity and said person duly acknowledged the execution of the same to be the act and deed of said entity.

My Appointment Expires: _____



ACKNOWLEDGMENT

STATE OF KANSAS)
) ss:
COUNTY OF JOHNSON)

BE IT REMEMBERED, That on this _____ day of _____, 2015, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came **BETH LINN**, City Administrator of the City of Edgerton, Kansas, and **JANEICE RAWLES**, City Clerk of said City, who are personally known to me to be the same persons who executed, as such officers, the within instrument on behalf of said City, and such persons duly acknowledged the execution of the same to be the act and deed of said City.

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

My Appointment Expires: _____

Notary Public

EXHIBIT A

DESCRIPTION:

All that part of the Southwest Quarter of Section 35, Township 14 South, Range 22 East, in the City of Edgerton, Johnson County, Kansas, more particularly described as follows:

Commencing at the southwest corner of said Southwest Quarter; thence coincident with the west line of said Southwest Quarter, North $01^{\circ}56'06''$ West, 90.00 feet; thence North $88^{\circ}38'40''$ East, 50.00 feet to the Point of Beginning; thence coincident with a line 50 feet east of and parallel with the west line of said Southwest Quarter, North $01^{\circ}56'06''$ West, 288.30 feet; thence North $88^{\circ}38'44''$ East, 10.00 feet; thence coincident with a line 60 feet east of and parallel with the west line of said Southwest Quarter, South $01^{\circ}56'06''$ East, 288.30 feet; thence coincident with a line 90 feet north of and parallel with the south line of said Southwest Quarter, South $88^{\circ}38'40''$ West, 10.00 feet to the Point of Beginning, containing 2,883 square feet, or 0.066 acres, more or less.

City Project No. Waverly Road
Parcel No. BF221435-2005

TEMPORARY CONSTRUCTION EASEMENT

THIS AGREEMENT, Made and entered into this _____ day of _____, 2015, by and between **NICKELL GARDNER KANSAS PROPERTIES, LLC**, a Kansas limited liability company, hereinafter called Grantor, and the **CITY OF EDGERTON, KANSAS**, a Municipal Corporation, located in the County of Johnson, State of Kansas, hereinafter called Grantee.

NOW, THEREFORE, for the sum of Ten Thousand and No/100 Dollar (\$10,000.00) and other good and valuable consideration, including just compensation paid for all property damage resulting from the public improvement and from those factors set forth in K.S.A. 26-513 and other factors arising from the public improvement to be made, including but not limited to access to the property; productivity, convenience, use to be made of the property remaining; view; severance of the tract; changes of grade; loss or impairment of access; loss of landscaping, trees and shrubbery; loss of fences; damage to property remaining due to change of grade; medians; and increased water run-off or drainage as indicated on the construction plan; the sufficiency of which is hereby acknowledged, the Grantor does hereby grant to Grantee, its successors and assigns, a Temporary Construction Easement in, on, over, under and through the following described real estate, to wit:

SEE EXHIBIT "A" ATTACHED HERETO
AND BY REFERENCE MADE A PART HEREOF.

The above described easement is to be used for the purpose of constructing, grading, improving, reconstructing and inspecting the project shown by the plans of said proposed improvement. This Temporary Construction Easement includes the right of ingress and egress in, on, over, under and through the above-described real estate.

This Temporary Construction Easement shall be for a two (2) year period starting with the date of the Construction Work Order (CWO) which begins the project and expiring two (2) years thereafter, or December 31, 2017, whichever is the earliest date. Grantor agrees that if the project is delayed and not completed within the temporary construction easement area prior to the expiration date set forth herein, Grantee, upon the filing of an Affidavit of Notice of Extension of Temporary Construction Easement with the Record and Tax Administration in Johnson County, Kansas, shall be granted a period of time not to exceed one (1) year from the original expiration date, to complete said project within the easement area. In no event shall the actual work of the project within the temporary construction easement area exceed a time period of two years.

For one year after the expiration date or extension of the expiration date set forth in this easement, Grantee shall have the right to perform maintenance work on or repair of the improvement and to perform landscaping work related thereto.

Grantor reserves the right to fully use and enjoy the premises except for such use as may unreasonably interfere with the exercise by Grantee of the rights granted herein.

After completion of construction, Grantee shall restore the premises and improvement within the temporary construction easement to as near as possible the conditions set out in the project plans and specifications. Said improvement within the temporary construction easement shall be permanent.

Grantee agrees to restore the temporary construction easement by seeding, replacement of sod or paving as set out in the improvement plans and specifications. Grading within the temporary construction easement may result in a permanent grade change.

Grantor covenants that it is the owner of the premises and has the right, title and capacity to grant the easements herein conveyed.

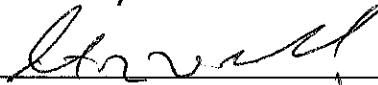
This agreement is binding upon the heirs, executors, administrators, successors and assigns of the Grantor and Grantee, and it is understood that this agreement cannot be changed or altered in any way except by writing, legally signed by both Grantor and Grantee.

TO THESE COVENANTS, the Grantor does hereby consent and agree.

IN WITNESS WHEREOF, the parties above named have hereunto set their hands and seals the date first above written.

GRANTOR:

**NICKELL GARDNER KANSAS
PROPERTIES, LLC**

By: 
Printed Name: David N. Nickell
Title: President
Street Address: 5252 West 115th Ave
City, State & Zip: Leawood, KS 66211

GRANTEE:

CITY OF EDGERTON, KANSAS,
A Municipal Corporation

By: _____
Beth Linn, City Administrator

ATTEST:

Janeice Rawles, City Clerk

(SEAL)

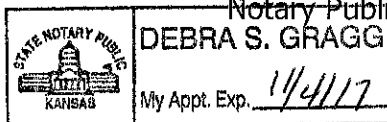
ACKNOWLEDGMENT

STATE OF Kansas)
) ss:
COUNTY OF Johnson)

BE IT REMEMBERED, That on this 8th day of September 2015, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came David R. Nickell (Name), President (Title) of NICKELL GARDNER KANSAS PROPERTIES, LLC, a Kansas limited liability company, who is personally known to me to be the same person who executed as such officer/member the foregoing instrument of writing on behalf of said entity and said person duly acknowledged the execution of the same to be the act and deed of said entity.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last above written.

My Appointment Expires:



ACKNOWLEDGMENT

STATE OF KANSAS)
) ss:
COUNTY OF JOHNSON)

BE IT REMEMBERED, That on this _____ day of _____, 2015, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came **BETH LINN**, City Administrator of the City of Edgerton, Kansas, and **JANEICE RAWLES**, City Clerk of said City, who are personally known to me to be the same persons who executed, as such officers, the within instrument on behalf of said City, and such persons duly acknowledged the execution of the same to be the act and deed of said City.

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

My Appointment Expires:

Notary Public

EXHIBIT A

DESCRIPTION:

All that part of the Southwest Quarter of Section 35, Township 14 South, Range 22 East, in the City of Edgerton, Johnson County, Kansas, more particularly described as follows:

Commencing at the southwest corner of said Southwest Quarter; thence coincident with the south line of said Southwest Quarter, North 88°38'40" East, 60.00 feet; thence coincident with a line 60 feet east of and parallel with the west line of said Southwest Quarter, North 01°56'06" West, 78.97 feet to the Point of Beginning; thence continuing North 01°56'06" West, 11.02 feet; thence coincident with a line 90 feet north of and parallel with the south line of said Southwest Quarter, South 88°38'40" West, 10.00 feet; thence coincident with a line 50 feet east of and parallel with the west line of said Southwest Quarter, North 01°56'06" West, 288.30 feet; thence North 88°38'44" East, 10.00 feet; thence coincident with a line 60 feet east of and parallel with the west line of said Southwest Quarter, North 01°56'06" West, 947.79 feet; thence coincident with the north line of the Southwest Quarter of said Southwest Quarter, North 88°32'34" East, 20.00 feet; thence South 12°27'47" East, 218.93 feet; thence coincident with a line 120 feet east of and parallel with the west line of said Southwest Quarter, South 01°56'06" East, 350.00 feet; thence North 88°03'54" East, 130.00 feet; thence coincident with a line 250 feet east of and parallel with the west line of said Southwest Quarter, South 01°56'06" East, 702.61 feet; thence coincident with a line 60 feet north of and parallel with the south line of said Southwest Quarter, South 88°38'40" West, 100.05 feet; thence North 79°28'25" West, 92.12 feet to the Point of Beginning, containing 164,953 square feet, or 3.787 acres, more or less.

City Project: Waverly Road
Parcel No. BF221435-2005

PERMANENT DRAINAGE EASEMENT

THIS AGREEMENT, Made and entered into this _____ day of _____, 2015, by and between **NICKELL GARDNER KANSAS PROPERTIES, LLC**, a Kansas limited liability company, hereinafter called Grantor, and the **CITY OF EDGERTON, KANSAS**, a Municipal Corporation, located in the County of Johnson, State of Kansas, hereinafter called Grantee.

NOW, THEREFORE, for the consideration hereinafter described, the parties hereto agree as follows:

SECTION ONE
GRANT OF PERMANENT EASEMENT

In consideration of One and 00/100 Dollar (\$1.00), in hand paid and other valuable consideration, including just compensation paid for all property damage resulting from the public improvement and from those factors set forth in K.S.A. 26-513 and other factors arising from the public improvement to be made, including but not limited to increased water run-off or drainage; loss of trees and landscaping; and erosion, receipt of which is hereby acknowledged, the Grantor does hereby grant and convey to the Grantee, its successors and assigns, a permanent easement to construct, maintain, alter, repair or replace a storm sewer and other appurtenances convenient for said stormwater drainage system in, over, on, under and through the following described land in the County of Johnson, State of Kansas (such land is referred to herein as the premises):

SEE EXHIBIT "A" ATTACHED HERETO
AND BY REFERENCE MADE A PART HEREOF.

SECTION TWO
RESTRICTED USE BY GRANTOR

Grantor shall not interfere with the exercise by Grantee of the rights granted herein. Grantor shall not construct or permit to be constructed any structure or obstruction on the above described easement area or interfere with the construction, maintenance, or operation of stormwater drainage system and appurtenances constructed pursuant to this instrument.

SECTION THREE
WARRANTY OF TITLE

Grantor covenants that it is the owner of the premises and has the right, title and capacity to grant the easement granted herein.


SECTION FOUR
EFFECT OF AGREEMENT

This agreement shall be binding upon the heirs, legal representatives, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

GRANTOR:

**NICKELL GARDNER KANSAS
PROPERTIES, LLC**

By: 
Printed Name: David R. Nickell
Title: President
Street Address: 5252 West 115th Terrace
City, State & Zip: Leawood, KS. 66211

GRANTEE:

CITY OF EDGERTON, KANSAS,
A Municipal Corporation

By: _____
Beth Linn, City Administrator

ATTEST:

Janeice Rawles, City Clerk

(SEAL)

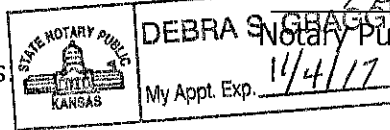
ACKNOWLEDGMENT

STATE OF Kansas)
) ss:
COUNTY OF Johnson)

BE IT REMEMBERED, That on this 8th day of September 2015, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came David R. Nickell (Name), President (Title) of NICKELL GARDNER KANSAS PROPERTIES, LLC, a Kansas limited liability company, who is personally known to me to be the same person who executed as such officer/member the foregoing instrument of writing on behalf of said entity and said person duly acknowledged the execution of the same to be the act and deed of said entity.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last above written.

My Appointment Expires: _____



Debra S. Gragg
Debra S. Gragg

ACKNOWLEDGMENT

STATE OF KANSAS)
) ss:
COUNTY OF JOHNSON)

BE IT REMEMBERED, That on this _____ day of _____, 2015, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came **BETH LINN**, City Administrator of the City of Edgerton, Kansas, and **JANEICE RAWLES**, City Clerk of said City, who are personally known to me to be the same persons who executed, as such officers, the within instrument on behalf of said City, and such persons duly acknowledged the execution of the same to be the act and deed of said City.

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

Notary Public

My Appointment Expires: _____

EXHIBIT A

DESCRIPTION:

A TRACT OF LAND IN THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 14 SOUTH, RANGE 22 EAST OF THE 6TH P.M. IN THE CITY OF EDGERTON, JOHNSON COUNTY, KANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 35; THENCE ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 35

N.88°32'49"E. (BEING AN ASSUMED BEARING) 60.00 FEET TO THE POINT OF BEGINNING; THENCE ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 35

N.88°32'49"E. 650.49 FEET; THENCE

S.46°21'39"W. 871.24 FEET; THENCE PARALLEL TO AND 60.00 FEET EASTERLY OF (MEASURED PERPENDICULAR TO) THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 35

N.1°56'08"W. 585.10 FEET TO THE POINT OF BEGINNING CONTAINING 4.369 ACRES.

AND

A TRACT OF LAND IN THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 14 SOUTH, RANGE 22 EAST OF THE 6TH P.M. IN THE CITY OF EDGERTON, JOHNSON COUNTY, KANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 35; THENCE ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 35

N.1°56'08"W. (BEING AN ASSUMED BEARING) 378.31 FEET; THENCE

N.88°38'42"E. 60.00 FEET TO THE POINT OF BEGINNING; THENCE PARALLEL TO AND 60.00 FEET EASTERLY OF (MEASURED PERPENDICULAR TO) THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 35

N.1°56'08"W. 267.12 FEET; THENCE

S.44°29'29"E. 366.03 FEET; THENCE

S.88°38'42"W. 247.57 FEET TO THE POINT OF BEGINNING, CONTAINING 0.759 ACRES.

AGENDA ITEM INFORMATION FORM

Agenda Item: Discuss possible changes to Section 14-202 of the Edgerton Municipal Code in regards to the Idling of Motor Vehicles

Department: Community Development

Background/Description of Item: At the City Council's August 27, 2015 meeting, Mr. Singh (Owner of Dee's Mini Mart) made a presentation in regards to concerns that they have in regards to the City's Regulations dealing with the Idling of Motor Vehicles. He informed the City Council that they have had a number of customers express that they are intending to not continue to patronize this business as they have been approached by Law Enforcement in regards to the City's regulations on the idling of vehicles. Mr. Singh also submitted changes that he is proposing for the City Council to consider of this regulation. These changes included an increase in the idle time from 5 minutes to 30 minutes in a 60 minute period and to add an exemption for bathroom or food break. The City Council instructed staff to perform research on this issue to be brought back before the City Council for further discussion. Following is an overview of the current regulations, research and items for discussion by the Council.

The City of Edgerton's current regulations for the idling of motor vehicles (see attached) is not specific to a certain type of vehicle (personal vehicle, diesel, commercial truck) but is enforceable on any motor vehicle required to be registered and have a license plat by the DMV. Any such motor vehicle is limited to idling for no more than 5 minutes in every 60 minute period in designated areas of limited idling zone:

1. Any City parking lot or property;
2. Any City owned or operated park area;
3. Pick-up or drop-off areas on all school property, parking lots, and commercial and industrial delivery or loading zones; and
4. Commercial or industrial delivery zones, including, but not limited to, private drives or areas leading to the delivery zone.

The regulations continue and specify that motor vehicles may not idle for more than 30 minutes in every 60 minutes for loading or unloading. The regulations also provide exceptions for: (1) emergency vehicles; (2) vehicles stopped in traffic, by a traffic control device or by law enforcement officer; (3) mechanical difficulties; (4) Electric utility vehicles for restoration, repair, modification or installation of electric utility service; (5) to operate auxiliary equipment (not for cabin comfort); and (6) when the temperature is below 32° or above 85°.

Staff has performed research as to what regulations other communities currently enforce in regards to restrictions on the idling of vehicles. Johnson County has regulations which is very similar to our current regulations (5 minute idling or 30 minutes loading/unloading) although it is located in their Zoning Regulations for Planned Zoning Districts and is specifically addressed to heavy duty diesel vehicles with a gross vehicle weight of over 14,001 pounds as part of certain uses (such as warehouse/distribution, manufacturing, truck stops, etc.). The City of Gardner limits idling of any motor vehicle to no more than 10 minutes (in areas of limited idling zones). Also included with the packet is a document created by Cummings, "Idle Talk", and which includes a listing of selected regulations across the Country and Canada. Some of these regulations appear to have been updated and made more restrictive from when this document was created, but does still provide a reasonable idea of what standards are in place in other communities.

A number of the documents which are enclosed provide information about the impacts which can occur with the idling of trucks and even cars. Some of these impacts need to be taken into consideration as part of looking at updating the existing regulations. These impacts include increased fuel use, engine wear, pollution and noise and can have an impact on the person operating the vehicle or on adjacent properties. These impacts have also changed over time in regards to how idling or restarting vehicles has an impact on the maintenance of trucks.

According to the document *Truck Engine Idling*, "Running an engine at low speed (idling) causes twice the wear on internal parts compared to driving at regular speeds. According to the American Trucking Association, such wear can increase maintenance costs by almost \$2,000 per year and shorten the life of the engine." While it is typically mentioned that diesel engines have problems restarting, and this may be true for older vehicles, newer engines do not operate in the same manner and it is also specified that most engine manufacturers recommend that engines only need to run for roughly 3-5 minutes before and after driving. *Illinois Green Fleet* also mentions this as a reason why many drivers idle their trucks. This documents goes on to specify that "Contrary to these types of idling practices once utilized in the industry with much older engines, diesel engine manufacturers insist that engines will restart after being turned off, and that starter technology has improved so the increased frequency of restarts will not harm the truck's ignition." A final issue for the operation of a truck that is typically mentioned as a need to idle is fuel gelling. A number of the attached documents specify that this issue has been partially resolved by refineries through the use of winter blends but that most idling regulations do provide some type of exception when the weather is extremely cold.

Staff would suggest that the City Council consider the following questions. What is the intent of the current idling regulations and is it meeting this purpose? Are there unanticipated consequences of these regulations that should be updated to better reflect the intent of the City Council? How will changing or not changing the regulations affect existing businesses, adjacent property owners or future development? Staff would further suggest that

Enclosure: Edgerton Municipal Code – Section 14-202
 Idle Talk (by Cummins)
 How Idle Time Impacts Engine Maintenance (by Ford)
 Truck Engine Idling (by EPA New England)
 Illinois Green Fleets (by Illinois EPA)

Related Ordinance(s) or Statute(s): 14-202

Recommendation: Instruct staff to work with City Attorney to draft changes to Section 14-202 of the Edgerton City Code.

Funding Source: NA

Prepared by: Kenneth Cook, Community Development Director
Date: September 8, 2015

Ord. 896, 2010; Ord. 865, 2009; Ord. 840, 2008; Ord. 830, 2007; Ord. 816, 2006; Ord. 782, 2005; Ord. 768, 2004; Ord. 750, 2003; Ord. 744, 2002; Ord. 729, 2001; Ord. 728, 2001; Ord. 715, 2000; Ord. 707, 1999; Ord. 688, 1997; Ord. 684, 1997; Ord. 675, 1996; Ord. 650, 1994; Ord. 572, 1987; Ord. 538, 1985)

- (b) Section 116. Driving Upon Sidewalk. Section 116 is modified to read as follows: No person shall drive any vehicle upon a sidewalk or sidewalk area except upon a permanent or duly authorized temporary driveway, or to otherwise temporarily access private property adjacent to the public right-of-way. (Ord. 978, 2014; Ord. 896, 2010)
- (c) Section 175.1. Compression Release Engine Braking System. Section 175.1 is modified to read as follows: It shall be unlawful for the driver of any motor vehicle to use or cause to be used or operated any compression release engine braking system within the corporate limits of the city of Edgerton, Kansas. (Ord. 978, 2014)

14-202. IDLING PROHIBITED; MOTOR VEHICLE.

- (a) The following definitions shall apply to this Section:
 - (1) IDLE – The motor vehicle operating mode consisting of a non-leaded, throttled engine speed at the revolutions per minute specified by the manufacturer.
 - (2) MOTOR VEHICLE – Any road, self-propelled vehicle that is required to be registered and have a license plat by the Department of Motor Vehicles.
 - (3) PERSON – Corporations, companies, associates, societies, firms, partnerships, and joint-stock companies as well as individuals, and shall also include all political subdivisions of this state or any agencies or instrumentalists thereof.
 - (4) PUBLIC AND PRIVATE PROPERTY – All real estate within the City, including Inter alia, public and private parking lots, on which a motor vehicle may be physically located except for public streets and highways within the City.
 - (5) RESTRICTED IDLING ZONES - Areas within City limits that are considered moderate to high emission zones. (Ord. 978, 2014; Ord. 896, 2010; Ord. 865, 2009)

(Former Title –Same; Traffic Infractions and Traffic Offenses repealed; Ord. 840, 2008; Ord. 830, 2007; Ord. 816, 2006; Ord. 782, 2005; Ord. 768, 2004; Ord. 750, 2003; Ord. 744, 2002; Ord. 729, 2001; Ord. 728, 2001; Ord. 650, 1994; Ord. 593, 1989) (Former Title – Penalty for Scheduled Fines, repealed, Ord. 538, 1985)

- (b) No person shall cause, suffer, allow, or permit the engine of a motor vehicle to idle for more than five (5) consecutive minutes in every sixty (60) minute period if the vehicle is in one of the designated areas of limited idling zones that include:
 - (1) Any City parking lot or property;
 - (2) Any City owned or operated park area;
 - (3) Pick-up or drop-off areas on all school property, parking lots, and commercial and industrial delivery or loading zones; and

- (4) Commercial or industrial delivery zones, including, but not limited to, private drives or areas leading to the delivery zone. (Ord. 978, 2014)
- (c) No person shall cause, suffer, allow, or permit the engine of a motor vehicle to idle for more than thirty (30) consecutive minutes in every sixty (60) minute period if the vehicle is loading or unloading in a designated commercial or industrial zone. (Ord. 978, 2014)
- (d) The following exemptions shall apply to this Section:
 - (1) Emergency vehicles in emergency situations, or any motor vehicle used in an emergency capacity, while in an emergency or training mode and not for the convenience of the vehicle operator;
 - (2) Motor vehicles stopped in a line of traffic because of on-highway traffic, an official traffic control device or signal, or at the direction of a law enforcement official;
 - (3). Motor vehicles with mechanical difficulties, over which the driver has no control;
 - (4) Electric utility vehicles when operated for electricity generation or hydraulic pressure to power equipment necessary in the restoration, repair, modification or installation of electric utility service;
 - (5) Motor vehicle is required to operate auxiliary equipment to accomplish the intended use of the vehicle such as loading, unloading, mixing, or processing cargo; controlling cargo temperature; construction operations; lumbering operations; oil or gas well servicing; or farming operations. The exemption does not apply when the vehicle is idling solely for cabin comfort or to operate non-essential equipment such as air conditioning, heating, microwave ovens, or televisions except in the case of a safety or health emergency; and
 - (6) All motor vehicles when temperatures are below thirty-two (32) degrees Fahrenheit and in excess of eighty-five (85) degrees Fahrenheit. (Ord. 978, 2014; Ord. 896, 2010; Ord. 865, 2009)

(Former Title – Penalty for Scheduled Fines repealed; Ord. 840, 2008; Ord. 830, 2007; Ord. 816, 2006; Ord. 782, 2005; Ord. 768, 2004; Ord. 650, 1994) (Former Title – Driving While License Canceled, Suspended or Revoked: Ord. 562, 1986) (Former Title – Amendment (Driving Under Influence) repealed: Ord. 545, 1985)

(Former Titles 14-102, Section 33 Maximum Limits; 14-102(a) Driving Upon Sidewalk, 14-103, Definitions; 14-104, Idling Prohibited; Motor Vehicles moved and re-designated to Article 2, Ord. 978, 2014)

(Former Title 14-105, Penalty For Schedule Fines, moved to 14-102, Ord. 978, 2014)

(Former Title 14-106 – Failure to Comply with Traffic Citation, Ord. 545, 1985)

14-203.MISCELLANEOUS TRUCK RESTRICTIONS.

- (a) For the purpose of this Section, the following terms, phrases, words and their derivations shall have the following meanings:
 - (1) Truck Tractor: Every motor vehicle designed and used primarily for drawing other vehicles and not so constructed as to carry a load other than a part of the weight of the vehicle and load so drawn.
 - (2) Trailer: Every vehicle with or without motive power, other than a pole trailer, designed for carrying persons or property and for being drawn by a

IDLE TALK:



HOW THE NEW REGULATIONS AFFECT YOU

United States and Canada

Updated: March, 2007





Until recently, diesel truck idling has been standard operating procedure. But stricter idling regulations are becoming more common in many regions, and more rules are guaranteed. This guide explains the situation and offers a summary of current idling regulations so you and your drivers won't be caught off-guard.

A U.S. state-by-state overview of regulations starts on page 5 of this guide, and a list of Canadian regulations on page 11. For background information on truck idling, emerging regulations and what you can do to comply, read on:

NEW INFORMATION, LEGISLATION AND BETTER ALTERNATIVES

Engine wear and tear. Fleet owners who track idling time discover that engines designed for moving heavy loads at highway speeds often spend around 50% of their life running systems that require a small fraction of their muscle. Idling a heavy-duty diesel engine to operate lights and an air conditioner drives higher fuel and maintenance costs.

Fuel costs. High-priced diesel fuel makes extended idling a high-cost activity worth reducing. A large idling diesel engine can consume up to 1.5 gallons per hour.

Regulation. Some people are sensitive to the exhaust that idling diesel engines can produce. Large engines at idle also make a low-frequency rumbling sound that many find objectionable. Under certain conditions, these residual effects of idling could be considered public nuisances making further regulation inevitable.

Alternatives. Auxiliary power units (APUs), such as the Cummins ComfortGuard™ APU System, can provide a far less expensive, dependable source of energy for equipment used by a resting or parked trucker, thereby virtually eliminating the need for idling.

THE CHAOS OF LOCAL REGULATION

In the U.S., during the 1970s, regulation of truck idling would probably have occurred at the federal level. Trucking was part of interstate commerce, so any pertinent legislation was considered a federal matter. But as the transportation deregulation movement gathered strength over the past 30 years, standardized, national trucking regulations from Washington, DC, progressively became a thing of the past.

Today, state, provincial and local governments are creating idling legislation at an increasing rate. Some argue that federal-level rulings could bring order to this chaos. And this may yet happen. But the odds against relatively lax federal regulation overriding state and municipal law are not good. The trend, if anything, is toward stricter rules. In the meantime, the trucker is still at the mercy of local government enforcing a local noise ordinance applying to idling trucks. In New York, for example, truck drivers caught idling their engines for more than five minutes face fines up to \$1,000.

In Toronto, Canada more than three minutes of idling will cost a truck driver up to \$5,000 in fines. Because of the push for higher air quality, laws are constantly changing, making it difficult for drivers to know from one moment to the next and from one location to another, how long their truck can idle.

WHAT'S A TRUCKER TO DO?

Local trucking. If a trucking company has business that covers a small, fixed geographical area, conforming to idling regulations is mostly a matter of paying attention. Any company that adopts sound idling practices based on fuel economy and engine longevity is unlikely to run afoul of the law. In practice, this means shutting off any engine anywhere before an idling period exceeds five minutes in the U.S. and three minutes on average, in Canada.

Long-haul trucking presents the greatest obstacles to conforming to sound idling practice. Not only do long-haul operators cross hundreds of legal jurisdictions with as many potential different regulations and enforcement levels, they are required to take extended rest breaks that typically lead to the long-term idling practices regulators now seek to outlaw. In Canada, for example, there are currently 58 truck stops that have idle-free zones. More are expected to follow the trend. However, truck stop idle-free zones are marked for drivers, eliminating the guesswork.

Because there is no single organization that keeps track of all the state, province and local regulations relating to extended idling, the best way to be prepared is to adopt operating procedures that conform to the strictest known standards. In practice, this means compliance with the California Air Resources Board (CARB) standards for Heavy-Duty Vehicle Idling Adopted: October 2005, Effective January 2008.

An auxiliary power unit (APU) is a heavy-duty truck idling management solution. The driver is able to run the APU to power heating and air conditioning systems as well as hotel loads, which include: lighting, TVs, stereos, computers, refrigerators, microwaves, coffee makers, etc. It also provides power for battery charging while the main engine is shut off. An APU such as the Cummins ComfortGuard™ APU system provides a great answer for all of these idling management needs. As a complete system, the Cummins ComfortGuard™ APU system incorporates auxiliary power with heating and air conditioning all in one easy installation.

This regulation requires new heavy-duty trucks to come equipped with an automatic engine shutoff device, limiting idling to 5 minutes. It also requires that trucks with sleeper cabs use alternatives to idling the main truck engine for heating and cooling during rest periods, such as the Cummins ComfortGuard™ APU System.

<http://www.arb.ca.gov/msprog/truck-idling/truck-idling.htm>

THE BOTTOM LINE

All fleets, from the smallest trucking company with a local route to the large fleets, must adopt new operating procedures concerning idling. The days of casual idling are over. This means long-range haulers simply must equip their vehicles with APUs – the durable Cummins ComfortGuard APU System is a great example because it not only provides an extremely dependable source of power for all equipment needed during mandatory rest stops, it also comes equipped with its own air conditioner and heating unit.

THE GOOD NEWS

Because APUs like the Cummins ComfortGuard use much less fuel than idling a heavy-duty truck engine, fuel savings should pay for APU retrofit in about 18 months.* After that, the cost savings go into the profit column. Some U.S. state governments offer grants and/or financing for truckers who opt to install APU equipment, provided they show proof, whether it be the purchase receipt or the equipment itself.** Wisconsin is so interested in reducing idling time that it gives in-state companies incentives to buy APUs. (One of Wisconsin's largest government incentives is an annual \$1 million Department of Commerce grant program that covers 70 percent of the cost. The program has helped make APU units so popular that in 2006, the Wisconsin Commerce Department was overrun by \$4 million worth of grant applications before the July cutoff.) Canada offers a 20 percent rebate of up to \$1,400 (Canadian) on the installation of APU equipment.

EVERY COMFORT

In short, idling is a wasteful and increasingly regulated practice. This means owning and installing an APU system is probably the best way to stay ahead of legislation. The superior ComfortGuard APU System from Cummins now makes it possible for truckers to save money and adapt to the changing regulatory environment with the confidence and comfort of Cummins-backed technology.

What follows is a guide to idling regulations in the U.S. and Canada, created by Cummins to aid truck drivers in their attempts to untangle and simplify the complex laws that are in existence at the time of this guide's publication.



* Visit www.cumminscomfortguard.com/calc to quickly calculate your APU payback times.

** Visit www.cumminscomfortguard.com for a free guide to APU funding/financing sources.

COMPENDIUM OF IDLING REGULATIONS - U.S.

Updated: March 2007

The information in this table is for reference purposes only and should not be relied upon for regulatory compliance. This information may contain errors and omissions and is subject to change. Actual state, county or city codes should be referenced for specific requirements. (U.S. source: ATA web site — <http://www.truckline.com>; Canadian source: Office of Energy Efficiency web site — <http://oee.nrcan.gc.ca>)

State	Maximum Idling Time	Exemptions	APUs Benefit
AZ Maricopa Co.	5 Minutes (30 min. for bus passenger comfort or 60/90 min. if greater than 75° F) Fines: \$100 — 1st violation \$300 — 2nd+ violation	<ul style="list-style-type: none"> > Traffic or adverse weather conditions > Emergency or law enforcement purposes > Power takeoffs involving cargo or work functions > Conform to manufacturer's specifications > Maintenance or diagnostics > Hours of Service compliance 	✓
CA	5 Minutes Fines: Minimum \$100	<ul style="list-style-type: none"> > Bus passengers are onboard or 10 min. prior to boarding > Resting in sleeper berth beyond 100' of residential units (exemption ends Jan. 2008) <NEW> > Traffic conditions > Queuing beyond 100' of residential > Adverse weather conditions or mechanical difficulties > Vehicle safety inspection > Service or repair > Power takeoffs involving cargo or work functions > Prevent safety or health emergency > Emergency vehicles 	✓
CA City of Sacramento <NEW>	5 Minutes (prohibits refrigeration unit operation within 100' of residential or school unless loading/unloading) Fines: Not <\$100 nor >\$25,000 per violation	<ul style="list-style-type: none"> > Traffic conditions/control > Vehicle safety inspection > Service or repair > Conform to manufacturer's specifications > Power takeoffs involving cargo or work functions > Prevent safety or health emergency > Hours of service compliance at truck/rest stops > To recharge hybrid electric vehicles 	✓
CA Placer County	5 Minutes (prohibits refrigeration unit operation within 1000' of residential or school unless loading/unloading) Fines: \$50 Minimum	<ul style="list-style-type: none"> > Traffic conditions/control > Vehicle safety inspection > Service or repair > Conform to manufacturer's specifications > Power takeoffs involving cargo or work functions > Prevent safety or health emergency > Hours of service compliance at truck/rest stops > To recharge hybrid electric vehicles > Operate intermittent equipment > Alternative fueled vehicles > Attainment areas 	✓
CO City of Aspen	5 minutes within any 1 hour Fines: \$1,000 max. and/or 1 yr. imprisonment	<ul style="list-style-type: none"> > Safety reasons > To achieve an engine temperature of 120° F and an air pressure of 100 lbs/in.² 	✓

COMPENDIUM OF IDLING REGULATIONS - U.S. (continued)

State	Maximum Idling Time	Exemptions	APUs Benefit
CO City & County Of Denver	10 minutes in any 1 hr period Fines: Not > \$999 and/or 1 yr. imprisonment	<ul style="list-style-type: none"> > Less than 20° F for previous 24-hour period > Less than 10° F > Emergency vehicles > Traffic conditions > Being serviced > Auxiliary equipment 	✓
CT	3 minutes Fines: Not >\$5,000 per wk	<ul style="list-style-type: none"> > Traffic conditions or mechanical difficulties > Ensure safety or health of driver/passengers > Auxiliary equipment > Conform to manufacturer's specifications > Less than 20° F > Maintenance > Queuing to access military installation 	✓
DE <NEW>	3 minutes (15 min. 32° F to -10°F; No limit: Less than 10° F) Fines: \$ 50-500 per offense	<ul style="list-style-type: none"> > Traffic conditions or mechanical difficulties > Conform to manufacturer's specifications > Repair > Emergency vehicles > Using auxiliary equipment/power takeoff > Power during sleep or resting beyond 25 miles of truck stop with available electrified equipment > Vehicle safety inspections 	✓
D.C.	3 Minutes (5 Min. if less than 32° F) Fines: \$500, doubles for each subsequent violation	<ul style="list-style-type: none"> > Power takeoff 	✓
GA City of Atlanta	15 Minutes (25 minutes if less than 32° F for passenger comfort/safety) Fines: \$500 minimum, doubles for each subsequent violation	<ul style="list-style-type: none"> > To perform needed work > Traffic conditions > Natural gas or electrical vehicles 	✓
HI	(3 minutes for start-up and cool down or passenger loading/unloading) Fine: Not <\$25 nor >\$2,500 per day "No person shall cause, suffer, or allow any engine to be in operation while the motor vehicle is stationary at a loading zone, parking or service area, route terminal or other off street areas. . ."	<ul style="list-style-type: none"> > Adjustment or repair > Auxiliary equipment or power takeoff > Passenger loading/unloading = 3 minutes > At start-up and cool down for more than 3 minutes 	✓

COMPENDIUM OF IDLING REGULATIONS - U.S. (continued)

State	Maximum Idling Time	Exemptions	APUs Benefit
IL <NEW> Cities: Aux Sable, Goose Lake, Oswego Counties: Cook, DuPage, Lake, Kane, McHenry, Will, Madison, St. Claire, Monroe	10 minutes within any 60 minute period (30 min. within any 60 min. period: Waiting to weigh, load or unload freight; No limit: <32° F or >80° F) Fines: \$50 — 1st conviction; \$150 — 2nd & subsequent convictions in 12 month period	> Less than 8,000 lbs. GVWR > Traffic conditions/controls > Prevent a safety or health emergency > Emergency or law enforcement purposes > Service or repair > Government inspection > Power takeoffs involving cargo or work functions > Resting in a sleeper berth > Mechanical difficulties > Queuing	✓
MD	5 minutes Fines: Not <\$500	> Traffic conditions or mechanical difficulties > Heating, cooling, or auxiliary equipment > Conform to manufacturer's specifications > Accomplish intended use	✓
MA	5 minutes Fines: Not <\$100 — 1st offense Not <\$500 for each succeeding offense	> Being serviced > Delivery for which power is needed & alternatives unavailable > Associate power needed & alternatives unavailable	✓
MN Minneapolis <NEW>	0 minutes in residential areas between 10pm & 6am (including refrigeration units) Fines: \$700 maximum and/or 90 days imprisonment	> Permitted construction equipment > Compliance with traffic signals or signs > Emergency or law enforcement purposes	✓
MN City of Owatonna	15 minutes each 5 hours in residential areas Fines: \$1,000 maximum and/ or 90 days imprisonment	None	✓
MN City of St. Cloud	5 minutes, West St. Germain St from 8th St. to 10th Ave. Fines: Not <\$200	None	✓
MO City of St. Louis	10 minutes Fines: Not <\$1 nor >\$500 and/or imprisonment for not >90 days	> Emergency vehicles	✓
MO St. Louis County	3 consecutive minutes Fines: Maximum \$1,000 and/or 1 year imprisonment	> Operating a loading, unloading or processing device > Emergency vehicles	✓

COMPENDIUM OF IDLING REGULATIONS - U.S. (continued)

State	Maximum Idling Time	Exemptions	APUs Benefit
NV	15 minutes Fines: Not < \$100 nor > \$500 1st; Not < \$500 nor > \$1,000 2nd; Not < \$1,000 nor > \$1,500 3rd; Not < \$1,500 nor > \$2,500 4th and subsequent; offense(s) over a 3-year period	<ul style="list-style-type: none"> > Variance has been issued > Emergency vehicles > Snow removal equipment > Repair or maintain other vehicles > Traffic congestion > Maintenance at repair facility > Emission contained & treated per Commission > To perform specific task 	✓
NV Clark Co. (including Las Vegas)	15 Minutes Fines: Not > \$10,000	<ul style="list-style-type: none"> > Variance has been issued > Emergency vehicles > Repair or maintain other vehicles > Traffic congestion > Emission contained & treated per control officer > to perform a specific task > Maintenance at repair facility 	✓
NV Washoe Co. (including Reno)	15 Minutes Fines: Not > \$250 - 1st offense Not < \$250 nor > \$500 - 2nd offense and subsequent offenses	<ul style="list-style-type: none"> > Emergency vehicles > Snow removal equipment > Repair or maintain other vehicles > Traveling on public right-of-way > To perform a specific task > Maintenance at repair facility 	✓
NH	5 Minutes if greater than 32° F (15 Minutes: 32° F to -10° F) Fines: TBD	<ul style="list-style-type: none"> > Traffic conditions > Emergency vehicles > Power takeoff or heat/cool passengers > Maintenance or diagnostics > Defrost windshield > Less than -10° F 	✓
NJ	3 Minutes (15 min. if stopped for more than 3 hrs) (30 min. if perma- nently assigned) Fines: \$200 for 1st offense; \$400 for 2nd offense; \$1,000 for 3rd offense; \$3,000 for 4th and subsequent	<ul style="list-style-type: none"> > Bus picking up/discharging passengers > Traffic conditions > To perform needed work > Waiting or being inspected > Emergency vehicles > Being repaired > Connecting, detaching or exchanging trailers > Sleeping or resting in a sleeper berth in nonresidential zone unless equipped with auxiliary heating/cooling 	✓
NY	5 Minutes Fines: Not < \$375 nor > \$15,000 - 1st; Not > \$22,500 - 2nd offense & subsequent offenses	<ul style="list-style-type: none"> > Traffic conditions > Comply with passenger comfort laws > Auxiliary power or maintenance > Emergency vehicles > Within mines or quarries > Parked for more than 2 hrs & less than 25° F > State Inspections > Recharging hybrid electric vehicles > Farm vehicles > Electric vehicles 	✓

COMPENDIUM OF IDLING REGULATIONS - U.S. (continued)

State	Maximum Idling Time	Exemptions	APUs Benefit
New York City	3 Minutes Fines: Not <\$50 nor > \$500 and/or imprisonment for 20 days - 1st; Not <\$100 nor >\$1,000 and/ or imprisonment for not >30 days - 2nd; Not <\$400 nor >\$5,000 and/ or imprisonment for not >4 months - 3rd & subsequent offenses	> Emergency vehicles > Operate loading, unloading, or processing device	✓
NY New Rochelle	5 minutes Fines: Not more than \$50 and/or 15 days imprisonment – 1st offense; Not more than \$100 and/or 45 days imprisonment – 2nd offense within 18 months; Not more than \$250 and/or 90 days imprisonment – 3rd & subsequent offenses within 18 months	> Traffic conditions > Comply with passenger comfort laws > Auxiliary power or maintenance > Emergency vehicles > Within mines or quarries > Parked for more than 2 hrs & less than 25° F > State Inspections > Recharging hybrid electric vehicles > Farm vehicles > Electric vehicles	✓
NY Rockland County	3 Consecutive Minutes Fines: Not <\$375 nor >\$15,000 - 1st; Not >\$22,500 - 2nd & subsequent offenses	> Traffic conditions > Comply with passenger comfort laws > Auxiliary power or maintenance > Emergency vehicles	✓
PA Alleghany County <NEW>	5 Minutes (20 min./hr if less than 40° F or more than 75° F) Fines: Warning - 1st offense; \$100 - 2nd offense; \$500 - 3rd & subsequent offenses	> Traffic conditions > Boarding & discharging passengers > Queuing > Cool down/warm up per manufacturer's recommendations > Sleeping/resting in truck > Safety inspections > Ensure safe operations > Emergency vehicles > Power accessory or service equipment > Repair or diagnostics	✓
PA City of Philadelphia	2 minutes or 0 minutes for layovers (5 min. if less than 32° F) (20 min. if less than 20° F) Fine: \$300	None	✓

COMPENDIUM OF IDLING REGULATIONS - U.S. (continued)

State	Maximum Idling Time	Exemptions	APUs Benefit
TX <NEW> Cities: Austin, Bastrop, Elgin, Lockhart, Round Rock, San Marcos Counties: Bastrop, Caldwell, Hays, Travis, Williamson	5 minutes, April - October (30 min. for bus passenger comfort or transit operations) Fine: Varies by jurisdiction	> 14,000 lbs GVW or less > Traffic conditions > Emergency or law enforcement > To perform needed work > Maintenance or diagnostics > Defrost windshield > Airport ground support > Rented/leased vehicles > Hours of service compliance	✓
UT	"A person operating or in charge of a motor vehicle may not permit the vehicle to stand unattended without stopping the engine . . ." Fines: Not > \$750 and/or not > 90 days imprisonment	None	✓
UT Salt Lake County	15 Minutes Fines: Not > \$1,000 and/or not >6 mos. imprisonment - 1st; Not > \$2,500 and/or not >1yr. Imprisonment - 2nd & following offense(s) within 2 yrs	> Power refrigeration unit if greater than 500 ft from any residence > Heat/cool sleeper berth if greater than 500 ft from any residence > Emergency vehicles	✓
VA	10 minutes for diesel vehicles (3 minutes for all other vehicles) in commercial or residential urban areas Fines: Not >\$25,000	> Auxiliary power	✓

COMPENDIUM OF IDLING REGULATIONS - CANADA

Canada	Maximum Idling Time	Exemptions	APUs Benefit
National	3-5 Minutes (varies by city) Fines: Determined by judge	<ul style="list-style-type: none">> Emergency vehicles in operation> Stopped in traffic> Trucks transporting cargo that relies on refrigeration or heat> When required for maintenance or repairs to the truck> Armored vehicles> Extreme outdoor temperatures (+27°C, -5°C)	✓

CITIES WITHIN CANADA:

Vancouver	10 Seconds Fines: Determined by judge	<ul style="list-style-type: none">> Extreme outdoor temperatures	✓
Waterloo	10 Seconds Fines: Determined by judge	<ul style="list-style-type: none">> Emergency vehicles in operation> Work vehicles in use (garbage trucks, delivery trucks)> When required for maintenance or repairs to the truck> Extreme outdoor temperatures> Trucks transporting cargo that relies on refrigeration or heat	✓
Toronto	3 Minutes Fines: Up to \$5,000 (Canadian), to be determined by a judge	<ul style="list-style-type: none">> Extreme outdoor temperatures	✓
Montreal	4 Minutes Fines: Determined by judge	<ul style="list-style-type: none">> Trucks parked further than 60 meters from a building entrance	✓





The Cummins ComfortGuard™ APU system is a product of Cummins Inc., a global power leader. Cummins Inc. is a corporation of complementary business units that design, manufacture, distribute and service engines and related technologies, including fuel systems, controls, air handling, filtration, emission solutions and electrical power generation systems. Cummins serves customers in more than 160 countries through its network of 550 company-owned and independent distributor facilities and more than 5,000 dealer locations. The Cummins ComfortGuard APU system is manufactured with the expertise of the company's Cummins Onan brand.

For more information about the new ComfortGuard APU, contact:



Cummins, Inc.
1400 73rd Ave. NE, Minneapolis, MN, 55432
Phone: 763-574-5931
Fax 763-574-8060
or visit www.cumminscomfortguard.com

WHAT YOU SHOULD KNOW ABOUT

TRUCK ENGINE IDLING

**WHAT CAN
YOU DO?**

Turn off your engine
when your vehicle is
not in motion.

Use electric engine
heaters to minimize
warm-up time.

Use auxiliary power
units instead of the
engine to provide
electric power.



For more information:
Visit www.epa.gov/ne/eco/diesel/, or call the
EPA Air Quality Hotline at
1-800-821-1237

Diesel engines play an important role in the transport of goods and services nationwide. They are a durable and economical source of power. However, there is growing concern about the health effects associated with exposure to diesel exhaust. Diesel exhaust affects everyone, but people with existing heart or lung disease, asthma, or other respiratory problems are most sensitive to the small particles in diesel exhaust. Fortunately, new emission standards and new technology are helping to ensure that the cleaner diesel engines of the future will dramatically reduce these health risks. If you drive a truck, there are several things that you can do now to save money and reduce pollution.

**WHAT ARE SOME OF THE PROBLEMS
ASSOCIATED WITH IDLING?**
IDLING WASTES FUEL AND MONEY

- A typical truck burns approximately one gallon of diesel fuel for each hour it idles.
- If this truck idles for 6 hours per day and operates 300 days a year, it would consume 1,800 gallons of fuel per year, simply idling.
- At a price of \$1.25 per gallon of diesel, this idling comes with a price tag of \$2,250 per truck.

IDLING CAUSES EXCESSIVE ENGINE WEAR

- Running an engine at low speed (idling) causes twice the wear on internal parts compared to driving at regular speeds. According to the American Trucking Association, such wear can increase maintenance costs by almost \$2,000 per year and shorten the life of the engine.

UNNECESSARY IDLING CAUSES POLLUTION

- Idling vehicles can emit significant amounts of pollution including: carbon dioxide, which contributes to global climate change; nitrogen oxides and volatile organic compounds, both of which contribute to the formation of ozone smog; poisonous carbon monoxide; and particulate matter.

IDLING POSES HEALTH RISKS TO DRIVERS

- While sitting in an idling vehicle, drivers are exposed to the vehicle's pollution more so than when the vehicle is in motion since there is no air flow to vent the emissions.

continued ➞


**SOME
PROBLEMS
ASSOCIATED
WITH IDLING**

- 1 Idling wastes fuel and money.
- 2 Idling causes excessive engine wear.
- 3 Unnecessary idling causes pollution.
- 4 Idling pollution poses health risks to drivers.

SAVE MONEY AND REDUCE UNNECESSARY IDLING—STEPS YOU CAN TAKE:

- Turn off your engine when your vehicle is not in motion. (Follow manufacturers recommendations for cool-down – usually 3-5 minutes after full load operation.)
- Follow manufacturers recommendations for minimum warm-up time – usually 3 to 5 minutes depending on the vehicle.
- Use electric engine heaters (such as block heaters) to minimize idling time during warm-up, especially in cold weather.
- Install a small generator or auxiliary power unit specifically designed for a truck that provides heat, air conditioning, and/or electrical power while the vehicle is not in motion. These devices are a better, more efficient alternative to idling as they use substantially less fuel and emit less pollution. Depending on the amount of time spent idling each year, the payback on these devices can be one to two years.
- When buying new equipment, purchase engines already equipped with devices that minimize idling and warm-up time automatically.
- Follow anti-idling laws and guidelines in your state. Currently, three New England states have anti-idling laws: Connecticut, Massachusetts, and New Hampshire.

FACTS ABOUT DIESEL ENGINES AND IDLING

Although there are some legitimate reasons why trucks and buses idle (e.g., to bring the engine to proper operating temperature), there are also some misconceptions.

INITIAL STARTING / WARM-UP TIME

Most engine manufacturers recommend that newer engines run for roughly 3-5 minutes before driving. In colder climates, block heaters are a good alternative to excessive idling. They plug into electrical outlets and help warm the engine to avoid starting difficulties and reduce idling time during engine warm-up.

RESTARTING

Although engine manufacturers recommend that you let your engine idle for a few minutes after you stop, most newer diesel engines will stay warm for several hours after they have been running, retaining more than enough heat to keep the engine warm and avoid starting difficulties. Older vehicles may have more difficulty restarting, but don't assume new engines should be operated like older ones. Check the manufacturer's recommendations.

FUEL GELLING

Gelling of diesel fuel used to be a problem years ago, but refiners have worked to resolve that issue by creating winter blends that better withstand colder temperatures.

ENGINE WEAR AND TEAR

Letting an engine idle actually does more damage to the engine than starting and stopping. Running an engine at low speed (idling) causes twice the wear on internal parts compared to driving at regular speeds, which can increase maintenance costs and shorten the life of the engine. Generally, fuel consumption during engine start-up is equivalent to about 30 seconds of engine idling.

Most engine manufacturers recommend that newer engines run for roughly 3-5 minutes before and after driving.

Today's winter blends of diesel fuel are much less likely to gel in cold weather.

Letting an engine idle actually does more damage to the engine than starting and stopping.



1 Congress Street
Suite 1100
Boston, MA 02114-2023
www.epa.gov/ne/eco/diesel/
EPA Air Quality Hotline:
1-800-821-1237

Illinois Environmental Protection Agency

Illinois Green Fleets

"Ladies and Gentlemen: Turn Off Your Engines!" What You Should Know About Diesel Truck Idling

FACT: More states and local governments are passing laws or ordinances to limit idling and to get truck and bus drivers to turn off the engine.

Idling has become a major issue with the public, due to the nuisances, public health, and environmental concerns related to parked diesel trucks or buses whose engines are unnecessarily left running. This is especially prevalent at truck stops, at loading docks where product pickup and delivery takes place, and at schools where a large number of trucks or buses are often left idling. The goal of the laws and ordinances is to restrict occurrences of "unnecessary idling" where the engines of parked trucks or buses are left running without any need or purpose.

The State of Illinois passed an idling law (625 ILCS 5/11-1429) effective July 2006 for the air quality nonattainment areas of the state, specifically the Metropolitan Chicago and East St. Louis regions.

The law prohibits a truck or bus from idling for more than ten minutes during any sixty minute period. There are several exceptions to the law, addressing operational needs for when the engine needs to run for a specific purpose. Several municipalities are considering adopting ordinances to address truck idling and to complement the State law as needed. The intent of the law is to ensure that a truck or bus driver shuts the engine off when it is unnecessary for the engine to be left idling.

FACT: Idling is detrimental to the driver and to the public.

For drivers that sleep in their cabs, the noise of the diesel engine often keeps them awake, resulting in poor rest. In addition, driver exposure to the diesel emissions that enter the truck cab is not only a nuisance but it also aggravates existing respiratory problems, increases the risk of future respiratory ailments, and may lead to other types of adverse health conditions. Since an idling truck does not move, the diesel fumes and associated pollutants, including several types of air toxics, build up in and around the truck creating a "cloud" of emissions. If several trucks are parked in the area, this "cloud" can linger and build up to very unhealthy levels, impacting people living in nearby residential areas or visiting nearby businesses. It is not uncommon for exposure to diesel emissions to be higher inside the cab than outside of it. Nationally, the idling of trucks collectively accounts for 11 million tons of carbon dioxide (a greenhouse gas), 200,000 tons of nitrogen oxides (a "smog" or ground-level ozone forming pollutant), and 5,000 tons of particulate matter (the "sooty emissions" coming off the stack) being emitted into the air each year.

FACT: Truck drivers idle their trucks primarily for comfort needs.

The engine idles while the truck is parked so that the driver can run the heating or air conditioning in the cab, especially while taking required rest periods or while parked overnight. Even in moderately warm weather, the driver will run the air conditioning in the cab during rest periods or overnight, since leaving the windows open presents a security risk. In extremely cold weather, drivers idle their engines to keep the engine block from freezing. In addition, drivers often leave the engines running to run auxiliary equipment such as lights, television, microwave, radio, small refrigerator, and similar appliances in the back of the cab.

FACT: Long haul drivers are required by federal law to have

10 hours rest for every 11 hours on the road.

Truck drivers undergo very long, strenuous days while keeping to a schedule in order to safely deliver products to their destination. Long haul drivers are on the job traveling interstates and state highways for days at a time, away from home and often under adverse weather conditions. Unusually cold or hot weather or poor road conditions cause increased levels of fatigue. Proper rest, alertness, and safety are essential for the driver and for other motorists. It is important for drivers to be comfortable to help them achieve the intent of the ten hour federal rest requirement.

FACT: Idling results in the consumption of a significant amount of diesel fuel, and is the single largest avoidable loss to the bottom-line.

Nationally, between 500,000 and 1,000,000 trucks experience long-duration idling while in service, collectively consuming close to one billion gallons of diesel fuel per year. Based on driver surveys, the average truck driver rests for six to eight hours per day and is on the job for more than 300 days each year. A collection of measurable idling data from engine electronic control modules reveals that idling accounts for 30-40 percent of the average engine's total operating time. During the federally required 10-hour rest periods or other times when the truck may be idling, a running diesel engine consumes costly fuel while moving no product, reducing engine life, and resulting in additional maintenance costs. This is the most burdensome cost for a trucking business or owner/operator to incur, since idling and the use of costly fuel is viewed as "nonproductive time" or "downtime." For example, the estimated annual fuel cost for one truck to idle ten hours per day (during the required rest period) for 275 "in-use" days per year with diesel costing \$5.00 per gallon is \$13,750. A fleet of ten trucks in this scenario would use \$137,500 in fuel per year while idling, and fifty trucks would use about \$687,500 in diesel fuel. (See table below for additional examples).

FACT: Idling causes increased maintenance costs and engine wear.

An idling engine operates below its optimum temperature, and due to this lower temperature, fuel is not fully burned during the combustion process. The unburned residues contaminate the oil and form deposits within the engine, which can decrease fuel economy up to five percent as well as reduce engine life. In addition, lower engine temperatures resulting from idling allow water to condense within the exhaust pipes and mufflers, leading to premature corrosion. The trucking industry has analyzed the impact of idling on diesel engines, both in terms of maintenance and engine wear costs. Long-duration idling creates the need for more oil and oil filter changes and accelerates the timeframe for scheduled maintenance. Similarly, the longer the idling time and the more frequent the idling, the sooner the engine will need to be rebuilt or replaced.

FACT: A diesel engine will restart after it is turned off.

In the past, drivers were instructed to NOT turn off a diesel engine out of concern that the engine would not readily restart. Contrary to these types of idling practices once utilized in the industry with much older engines, diesel engine manufacturers insist that engines will restart after being turned off, and that starter technology has improved so the increased frequency of restarts will not harm the truck's ignition. This is true of diesel engines of all types and sizes, including the larger engines used in over-the-road trucks. Many drivers still use outdated idling practices prevalent for much older diesel engines and starters when leaving the vehicle unattended, and this practice has long been outdated. Exceptions are noted when the weather is extremely cold and engine block freezing or fuel gelling are a concern, but under typical conditions, diesel engines can be turned off when the driver leaves the truck unattended and readily restarted upon his or her return.

For more information, please contact:

Illinois Environmental Protection Agency
Division of Mobile Source Programs
1021 North Grand Avenue East
Springfield, Illinois 62794-9276
217-557-1441
www.epa.state.il.us (<http://www.epa.state.il.us/>)

Diesel Fuel Costs for Idling Trucks

Fuel Costs/gal		\$3.00				\$4.00			
# of trucks in fleet		1	10	50	100	1	10	50	100
Idling Time									
Hrs/day	Days/yr								
2		\$6	\$60	\$300	\$600	\$8	\$80	\$400	\$800
	275 days	\$1,650	\$16,500	\$82,500	\$165,000	\$2,200	\$22,000	\$110,000	\$220,000
4		\$12	\$120	\$600	\$1,200	\$16	\$160	\$800	\$1,600
	275 days	\$3,300	\$33,000	\$165,000	\$330,000	\$4,400	\$44,000	\$220,000	\$440,000
6		\$18	\$180	\$900	\$1,800	\$24	\$240	\$1,200	\$2,400
	275 days	\$4,950	\$49,500	\$247,500	\$495,000	\$6,600	\$66,000	\$330,000	\$660,000
8		\$24	\$240	\$1,200	\$2,400	\$32	\$320	\$1,600	\$3,200
	275 days	\$6,600	\$66,000	\$330,000	\$660,000	\$8,800	\$88,000	\$440,000	\$880,000
10		\$30	\$300	\$1,500	\$3,000	\$40	\$400	\$2,000	\$4,000
	275 days	\$8,250	\$82,500	\$412,500	\$825,000	\$11,000	\$110,000	\$550,000	\$1,100,000
Fuel Costs/gal		\$5.00				\$6.00			
# of trucks in fleet		1	10	50	100	1	10	50	100
Idling Time									
Hrs/day	Days/yr								
2		\$10	\$100	\$500	\$1,000	\$12	\$120	\$600	\$1,200
	275 days	\$2,750	\$27,500	\$137,500	\$275,000	\$3,300	\$33,000	\$165,000	\$330,000
4		\$20	\$200	\$1,000	\$2,000	\$24	\$240	\$1,200	\$2,400
	275 days	\$5,500	\$55,000	\$275,000	\$550,000	\$6,600	\$66,000	\$330,000	\$660,000
6		\$30	\$300	\$1,500	\$3,000	\$36	\$360	\$1,800	\$3,600
	275 days	\$8,250	\$82,500	\$412,500	\$825,000	\$9,900	\$99,000	\$495,000	\$990,000
8		\$40	\$400	\$2,000	\$4,000	\$48	\$480	\$2,400	\$4,800
	275 days	\$11,000	\$110,000	\$550,000	\$1,100,000	\$13,200	\$132,000	\$660,000	\$1,320,000
10		\$50	\$500	\$2,500	\$5,000	\$60	\$600	\$3,000	\$6,000
	275 days	\$13,750	\$137,500	\$687,500	\$1,375,000	\$16,500	\$165,000	\$825,000	\$1,650,000

Assumptions

1. Studies have shown that diesel trucks and buses use 0.75-1.2 gallons of fuel per hour of idling, depending on the size and type of engine. An average of one gallon of fuel consumed per each hour of idling was used in the above table. The cost figures represent the estimated cost of diesel fuel while the truck idles for the indicated hours per day (hours/day) and days per year (days/year) and not the overall fuel cost for operating the truck.
2. While most over-the-road trucks are in service for 300 days or more per year, the number of annual "in-use days" for the average truck has been conservatively estimated at 275 days.
3. The amount of savings for reduced idling can be estimated by using this table. For example, by reducing the idling time for a fleet of 50 trucks at \$4.00 per gallon from 6 hours to 2 hours, the estimated fuel cost savings is \$800 per day (\$1,200 - \$400) and \$220,000 per year (\$330,000 - \$110,000).





How idle time impacts engine maintenance

Power Stroke® Diesel engines provide unmatched performance and durability but they also require regularly scheduled maintenance. Power Stroke Diesel engines and Super Duty® pickups are used in a large variety of demanding applications. Depending on the application of the vehicles, maintenance intervals may vary. Some of the more common applications of Super Duty Trucks and Econoline Vans require the engines to idle extensively. With these applications, it is important to understand how idling impacts certain regular maintenance intervals.



The 6.0L Power Stroke Diesel uses compressed engine oil to actuate the fuel injectors and deliver fuel into the combustion chamber. In order to achieve the desired fuel pressure, the engine oil is repeatedly compressed to levels above 3,000 pounds per square inch (psi).

This process of oil compression takes place during all duty cycles of engine operation. This means that whether the vehicle is towing a heavy load or idling at a job sight, the oil is being compressed repeatedly.

Therefore, at idle, the oil becomes fatigued although the vehicle's odometer reading remains unchanged, making maintenance intervals based simply on miles driven inadequate.

What exactly is extended idling?

Ford Motor Company defines extended idling as follows:

- Over 10 minutes per hour of normal driving
- Frequent low speed operation
- Sustained heavy traffic less than 25 MPH
 - One hour of idle time, is equal to approximately 25 miles of driving

If any 6.0L powered vehicle falls into the above categories it is classified under Severe Service Operations and thus the following maintenance intervals are suggested in the Owner's Manual:

- Oil Filter: 5,000 miles, 200 engine hours, 250 gallons of fuel or 3 months (whichever comes first)
- Fuel Filters: 10,000 miles, 400 engine hours or 6 months (whichever comes first)

Example: Each day a certain vehicle averages 50 miles driven and 6 hours of idle time. Here's how its maintenance schedule would look different based simply on miles driven:

- 5,000 miles recommended interval divided by 50 miles driven per day would result in a scheduled oil change every 100 days
- Factoring in the idle hours on those 100 days: 6 hours of idle time per day at an estimated 25 miles per idle hour (from above; one hour of idle time is equal to approximately 25 miles of driving) results in 15,000 simulated miles.

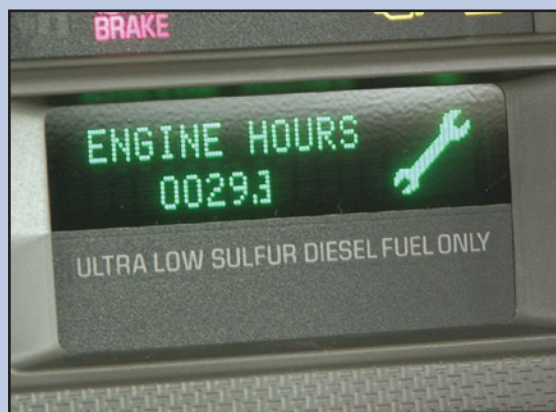
Conclusion: after 100 days the engine oil actually has 20,000 miles of wear! If this vehicle were to perform scheduled maintenance based on engine hours instead of miles driven the interval would change to approximately 30 days.

Why is this important?

To ensure proper fuel injector performance and durability the engine must be maintained properly. Extended oil change intervals may cause injector damage that may lead to reduced performance, reduced durability and possibly component failure.

What can I do?

All F-Series Super Duty trucks built in model year 2005 and after are equipped with hour meters in the dash instrument cluster from the factory. In the photo to the right you will see an example of an hour meter as seen in a 2008 Super Duty. Take a look at how your vehicles operate and ensure that your maintenance intervals match that of those recommended by Ford Motor Company. Ultimately, you can improve your engine's performance; reduce downtime and cost of ownership by making sure that you are maintaining it properly.



AGENDA ITEM INFORMATION FORM

Agenda Item: Consider rescinding previous approval for acceptance of dedications of land for public purposes for Nickell Intermodal – First Plat.

Department: Community Development

Background/Description of Item:

The Plat for Nickell Intermodal – First Plat was originally approved by the Planning Commission on September 10, 2013 and the plat was approved and dedications shown on the plat accepted by the City Council on September 26, 2013. The approval of the City Council was subject to the conditions which were listed in the staff report. The staff report included a number of items that needed to be updated on the final plat prior to the document being signed and filed. Following the approval, the applicant proceeded to make the necessary changes and after a number of submittals, the Final Plat was signed and submitted to the County for review by the County Surveyor and RTA.

The County Surveyor made comment on a number of items that he felt were not preferable, but which he did not believe were fatal faults of the document. When the document was review by Johnson County RTA, it was noted that including a number of issues, that a portion of the property in question was actually located within the City of Gardner. The portion of the property in question is an area that the City of Gardner acquired an easement over for the operation of a sanitary sewer pump station and which was annexed into the City of Gardner. While this portion of the property was annexed into the City of Gardner, the remainder of the property has been annexed in the City of Edgerton. The City of Edgerton does not have the authority to plat property which is located in the jurisdiction of another city, and therefore, the Final Plat was rejected by RTA.

Staff has continued to work with the applicant on this case and has reviewed the updated drawings for compliance with our regulations. In order to solve the problem of the subject property being located in two different jurisdictions, the applicant has submitted the Final Plat to the City of Gardner and is now bringing the Plat to the Edgerton City Council for consideration of the modifications which have been made and to allow the areas which have been dedicated to be adjusted and reaccepted. The primary areas of the Plat which have changed include: (1) including City of Gardner on the Plat, including in the signature blocks; (2) Increased dedications to the Section Line along the West and South Portion of the Plat; and, (3) other minor adjustments that were specified in the original staff report or which fixed typographical errors.

In working with the City Attorney, the following procedure needs to occur in order to remediate this issue:

- a. Motion to rescind the previous approval by the City Council (FP-08-21-2013 on September 26, 2013);
- b. Motion to adopt the plat modifications suggested by staff; and,
- c. Approve the plat with the requirements established by the Governing Body in the previous motion. The minutes should also reflect that the applicant has no objection to any of this.

The request was previously approved with the following stipulations:

1. All Final Plat requirements of the City listed in staff report dated September 10, 2013 shall be met or addressed prior to recording of the Plat.

2. The commencement of any improvements shall not occur prior to the approval and endorsement of the final plat and the submittal to and approval of construction plans for all streets, sidewalks, storm water sewers, sanitary sewers, and water mains contained within the final plat by the Governing Body. Sanitary sewer drawings and specifications must be submitted to and approved by the City of Edgerton and Kansas Department of Health and Environment prior to the commencement of any improvements.
3. A Public Improvement Inspection Fee, established by the Fee Schedule for the Unified Development Code, shall be submitted with the document of financial assurance as defined in Section 13.7 prior to the commencement of any improvements.
4. The applicant shall meet all requirements of Recording a Final Plat as defined in Section 13.5 of the Edgerton Unified Development Code, including payment of excise tax.
5. The applicant shall meet all requirements of Financial Assurances as defined in Section 13.7 of the Edgerton Unified Development Code.

Enclosure: Staff Report from September 10, 2013 Planning Commission
Final Plat

Related Ordinance(s) or Statute(s):

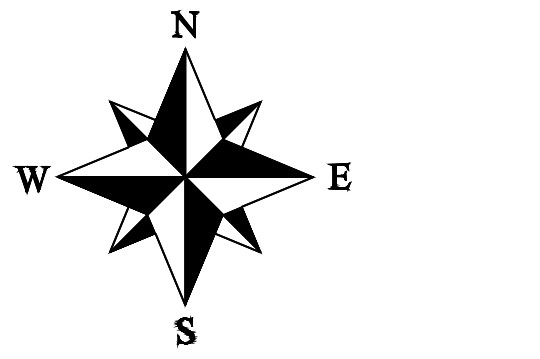
Recommendation:

- a. Motion to rescind the previous approval by the City Council (FP-08-21-2013 on September 26, 2013);
- b. Motion to adopt the plat modifications suggested by staff; and,
- c. Approve the plat and accept dedications with the requirements established by the Governing Body in the previous motion.

Funding Source: NA

Prepared by: Kenneth Cook, Community Development Director
Date: September 8, 2015

Final Plat
Nickell Intermodal - First Plat
Lot 1 & Tract A
Part of the Southwest Quarter of
Section 35, Township 14 South, Range 22 East
the Cities of Edgerton & Gardner, Johnson County, Kansas



SURVEYOR'S GENERAL NOTES:

- This survey is based upon the following information provided by the client or researched by this surveyor.
 - Certificate of Survey by Allenbrand, Drews & Associates No 10062, Dated 4-27-95
 - Township Survey of Township 15 S, Range 22 East by Payne & Bruckway PA, Dated 3-5-3
- The stationing used to establish the North right-of-way line of 191st Street was taken from the KDOT's construction plans for 191st Street.
- This survey meets or exceeds the accuracy standards of a (SUBURBAN) Property Boundary Survey as defined by the Kansas Standards for Property Boundary Surveys.
- The Title report was furnished by Chicago Title Insurance Company, Policy No. 020073198 Dated: August 8, 2007 @ 8:00 A.M.
- Bearings shown hereon are based upon GPS observations
- This company assumes no responsibility in the location of existing utilities within the subject premises. This is an above-ground survey. The underground utilities, if shown, are based on information provided by the various utility companies and these locations should be considered approximate. There may be additional underground utilities not shown on this drawing.
- Subsurface and environmental conditions were not surveyed or examined or considered as a part of this survey. No evidence or statement is made concerning the existence of underground or overhead conditions, containers or facilities that may affect the use or development of this property. No attempt has been made to obtain or show data concerning existence, size, depth, conditions, capacity or location of any utility existing on the site, whether private, municipal or public owned.
- Portions of the property are located within Zone X and AE. According to Flood Insurance Rate Map (FIRM) Panel 0119G, Map Number 20091C0119G, Map revised August 3, 2009.

SETBACK REQUIREMENTS:

Lot	Front/Street Side	Setback	Side Yard	Area
1	50' N/A	25' N/A	25' N/A	882,403.32 Sq. Ft. 182,356.95 Sq. Ft.

LOCATION MAP
SECTION 35-T14S-R22E

DEDICATION:

THE UNDERSIGNED PROPRIETOR OF THE ABOVE DESCRIBED TRACT OF LAND HAS CAUSED THE SAME TO BE SUBDIVIDED IN THE MANNER SHOWN ON THE ACCOMPANYING PLAT, WHICH PLAT AND SUBDIVISION SHALL HEREAFTER BE KNOWN AS "NICKELL INTERMODAL FIRST PLAT"

EASEMENTS

AN EASEMENT OR LICENSE IS HEREBY GRANTED TO THE CITY OF EDGERTON, KANSAS, TO LOCATE, CONSTRUCT AND MAINTAIN OR TO AUTHORIZE THE LOCATION, CONSTRUCTION AND MAINTENANCE OF POLES, WIRES, ANCHORS, CONDUITS, AND/OR STRUCTURES FOR WATER, GAS, SANITARY SEWER, STORM SEWER, SURFACE DRAINAGE CHANNEL, ELECTRICITY, TELEPHONE, CABLE TV, OR ANY OTHER NECESSARY PUBLIC UTILITY OR SERVICES, ANY OR ALL OF THEM, UPON, OVER, OR UNDER THOSE AREAS OUTLINED AND DESIGNATED UPON THIS PLAT AS "UTILITY EASEMENTS" (U.E.) OR WITHIN ANY STREET OR THOROUGHFARE DEDICATED TO THE PUBLIC USE ON THIS PLAT, GRANTOR, ON BEHALF OF HIMSELF, HIS HEIRS, HIS ASSIGNS AND SUCCESSORS IN INTEREST, HEREBY WAIVES, TO THE FULLEST EXTENT ALLOWED BY LAW, INCLUDING, WITHOUT LIMITATION, ANY RIGHT TO REQUEST RESTORATION OF RIGHTS PREVIOUSLY TRANSFERRED AND VACATION OF THE EASEMENT HEREIN GRANTED. DRAINAGE EASEMENT (D/E) TO ALLOW FOR STORM WATER CONVEYANCE.

STREETS

THE ROADS AND STREETS SHOWN ON THIS PLAT AND NOT HERETOFORE DEDICATED TO PUBLIC USE AS THOROUGHFARES ARE HEREBY SO DEDICATED.

BUILDING LINES

BUILDING LINES OR SETBACK LINES ARE HEREBY ESTABLISHED AS LISTED ON THE ACCOMPANYING PLAT. NO BUILDING OR PORTION THEREOF SHALL BE CONSTRUCTED BETWEEN THIS LINE AND THE STREET RIGHT OF WAY LINE.

TRACT A

TRACT A SHALL BE OWNED AND MAINTAINED BY THE OWNER OF LOT 1. THIS LOT SHALL BE UTILIZED AS GREEN SPACE FOR LOT 1 AND SHALL NOT BE BUILT UPON. THE ENTIRE AREA SHALL BE RESERVED AS A DRAINAGE EASEMENT TO ALLOW FOR STORM WATER CONVEYANCE.

IN TESTIMONY WHEREOF:

NICKELL GARDNER KANSAS PROPERTIES, LLC, A KANSAS LIMITED LIABILITY COMPANY, HAS CAUSED THESE PRESENTS TO BE SIGNED BY ITS MEMBER THIS _____ DAY OF _____, 2015.

NICKELL GARDNER KANSAS PROPERTIES, LLC

DAVE NICKELL, MEMBER

NOTARY CERTIFICATION:

STATE OF _____

COUNTY OF _____

ON THIS _____ DAY OF _____, 2015, BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, PERSONALLY APPEARED **DAVE NICKELL**, TO ME PERSONALLY KNOWN AND WHO BEING BY ME DULY SWORN BY ME DID SAY THAT HE IS A MEMBER OF NICKELL GARDNER KANSAS PROPERTIES, LLC, A KANSAS LIMITED LIABILITY COMPANY, AND THAT SAID INSTRUMENT WAS SIGNED ON BEHALF OF SAID COMPANY AND AS THE FREE ACT AND DEED OF SAID COMPANY.

IN WITNESS THEREOF:

I HAVE HEREUNTO SET MY HAND AND AFFIXED MY SEAL THE DATE LAST WRITTEN ABOVE.

NOTARY PUBLIC MY COMMISSION EXPIRES: _____

APPROVED: (CITY OF EDGERTON, KS)
PLANNING AND ZONING DEPARTMENT

MICHAEL MABREY, ZONING ADMINISTRATOR DATE

PLANNING COMMISSION CHAIRMAN

PHYLLIS HARRIS, CHAIRPERSON DATE

PLANNING COMMISSION SECRETARY

MARIA O'NEILL, SECRETARY DATE

CITY OF EDGERTON:

MAYOR AND CITY COUNCIL CERTIFICATION:

THIS IS TO CERTIFY THAT THE ACCOMPANYING PLAT OF NICKELL INTERMODAL FIRST PLAT WAS SUBMITTED TO AND DULY APPROVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF EDGERTON, KANSAS THIS _____ DAY OF _____, 20____

DONALD ROBERTS, MAYOR DATE

JANEICE RAWLES, CITY CLERK DATE

APPROVED: (CITY OF GARDNER, KS)

THE PLANNING COMMISSION OF THE CITY OF GARDNER, JOHNSON COUNTY, KANSAS, THIS _____ DAY OF _____, 2015

PLANNING COMMISSION CHAIRMAN

ADRIANNA MEDER, CHAIRPERSON DATE

CITY OF GARDNER:

MAYOR AND CITY COUNCIL CERTIFICATION:

THE GOVERNING BODY OF THE CITY OF GARDNER, JOHNSON COUNTY, KANSAS THIS _____ DAY OF _____, 2015

CHRIS MORROW, MAYOR DATE JEANNE KOONTZ, CITY CLERK DATE

PLAT CERTIFICATION

I hereby certify that this plat of "Nickell Intermodal - First Plat, Lot 1 and Tract A" was made by me or under my direct supervision from a field survey on 12TH day of February, 2013, and that said survey meets or exceeds the current "Kansas Minimum Standards for Boundary Surveys" pursuant to K.S.A. 74-7037.

Matthew J. Schlicht, KS LS 1586
Midwest Engineering Solutions, LLC (CLS-218)

REVISIONS

DATE	

Nickell Intermodal - First Final Plat
Section 35, Township 14 South, Range 22 East
Edgerton, Johnson County, Kansas

Final Plat

SHEET	SECTION	RANGE	TOWNSHIP	COUNTY	JOB NO.
1	35	22 E	14 S	Johnson	Nickell Intermodal
DRAWN BY					DATE OF PREPARATION
M. Schlicht, PLS, PE					August 6, 2013

PROFESSIONAL SEAL

ENGINEERING & SURVEYING
SOLUTIONS
50 SE 30TH STREET
LEE'S SUMMIT, MO 64082
P: (816) 623-9888 F: (816) 623-9849



TOWN-HALL MEETING WITH SHERIFF FRANK DENNING

The City of Edgerton will host a town-hall meeting with Johnson County Sheriff Frank Denning on September 15 at 6:30 p.m. at Edgerton Elementary School. All Edgerton residents are encouraged to attend to hear Sheriff Denning address public safety concerns and answer questions.

September 15 • 6:30 p.m. • Edgerton Elementary School

404 East Nelson • Edgerton, KS 66021
913.893.6831 • www.edgertonks.org



MANOR PARK IMPROVEMENT OPEN HOUSE



When:
Saturday,
September 19

Time:
9 – 11 a.m.

Where:
Manor Park

Manor Park improvements are coming soon and we'd love your input! All Edgerton residents are invited to attend a community open house on September 19 from 9 – 11 a.m. to discuss upcoming developments and to vote on the park's design plan. Manor Park is located near 1st Street and West Martin Street. This open house will provide the opportunity for our community to share thoughts and opinions with the City. Kids are welcome to come help design the park. Treats will be served!



For more information about our activities, events & parks visit us at edgertonparks.org or give us a call at 913.893.6231.