

**EDGERTON CITY COUNCIL
MEETING AGENDA
CITY HALL, 404 EAST NELSON STREET
October 8, 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 September 24, 2015

Regular Agenda

6. **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.
7. **Declaration.** At this time Council members may declare any conflict or communication they have had that might influence their ability to impartially consider today's issues
8. Manor Park Improvement Project: Report from Open House and Presentation of Possible Designs

Business Requiring Action

9. **CONSIDER ORDINANCE AN ORDINANCE AMENDING SECTION 14-202 OF ARTICLE 2 OF CHAPTER XIV OF THE EDGERTON, KANSAS MUNICIPAL CODE TO REVISE PROVISIONS PERTAINING TO THE "IDLING" OF MOTOR VEHICLES WITHIN THE CITY**

Motion: _____ Second: _____ Vote: _____

10. **CONSIDER AGREEMENT WITH VARNEY & ASSOCIATES CPAS, LLC FOR AUDITING SERVICES FOR THE 2015 FINANCIAL STATEMENTS**

Motion: _____ Second: _____ Vote: _____

11. **CONSIDER CHARTER ORDINANCE EXEMPTING THE CITY OF EDGERTON, KANSAS, FROM THE PROVISIONS OF SUB-PARAGRAPH (a) OF K.S.A. 12-1697, WHICH RELATES TO THE LEVY OF A TRANSIENT GUEST TAX, TO THE MAXIMUM RATE THEREOF, AND TO THE PURPOSES FOR WHICH SUCH TRANSIENT GUEST TAX MONIES MAY BE SPENT; AND EXEMPTING THE CITY FROM THE PROVISIONS OF 12-16,101 RELATED TO ESTABLISHMENT OF A CONVENTION AND TOURISM COMMITTEE; AND PROVIDING SUBSTITUTE AND ADDITIONAL PROVISIONS ON THE SAME SUBJECTS**

Motion: _____ Second: _____ Vote: _____

12. CONSIDER AGREEMENT WITH BG CONSULTANTS TO PERFORM A SANITARY SEWER WATERSHED PRELIMINARY ENGINEERING REPORT

Motion: _____ Second: _____ Vote: _____

13. Report by the City Administrator

- Upcoming Work Sessions – Capital Improvements and Water/Sewer Code Updates and Rate Structure

14. Report by the Mayor

15. Future Meeting/Event Reminders:

- October 12th City Hall Closed – Columbus Day
- October 13th 7:00 PM – Planning Commission Meeting CANCELLED
- October 21st 8:00 -9:00 AM – Edgerton host Chamber Coffee
- October 21st Noon – Senior Lunch
- October 22nd 7:00 PM – City Council Meeting
- October 25th 4:00 – 7:00 PM Halloween Fest

16. Adjourn Motion: _____ Second: _____ Vote: _____

**City of Edgerton, Kansas
Minutes of City Council Regular Session
September 24, 2015**

A Regular Session of the City Council was held in the Edgerton City Hall, 404 E. Nelson, Edgerton, Kansas on September 24, 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 |
| Darius Crist | present |
| Clay Longanecker | present |

| | |
|------------|--------|
| Jody Brown | absent |
|------------|--------|

With a quorum present, the meeting commenced.

| | |
|----------------------|--|
| Staff in attendance: | City Administrator Beth Linn |
| | Community Development Director Kenny Cook |
| | City Superintendent Mike Mabrey |
| | Animal Control/Code Enforcement Charlie Lydon |
| | Johnson County Sheriff Department Representative |

2. WELCOME AND PLEDGE OF ALLEGIANCE

3. CONSENT AGENDA

- Agenda Approval
- Approve City Council Meeting Minutes September 10 , 2015

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

Motion was approved, 4-0.

4. PUBLIC COMMENTS

No Public Comments

5. DECLARATIONS BY COUNCIL MEMBERS

There were no declarations by any council members

5.5 ADDITION TO AGENDA – OUTSIDE WATER APPLICATION

The City of Edgerton received an outside city limits water service application on September 1, 2015.

Brian and Jacy Scott purchased land on 2300 Road in Wellsville, Kansas and applied for water with the City of Edgerton. Included with the application is the annexation agreement, legal description of property with warranty deed.

Motion by Longanecker, seconded by Crooks, to approve the application for outside city water meter. The fee is on the application and is approved as is.

Motion was approved, 4-0.

6. ORDINANCE NO. 1002 ANNEXING LAND (OWNED BY HASTINGS FAMILY HOLDINGS, LLC) INTO THE CITY OF EDGERTON, KANSAS WAS CONSIDERED

Tom Hastings, President of Hastings Family Holdings, LLC submitted a Consent for Annexation form to request annexation into the City of Edgerton.

Motion by Longanecker, seconded by Crist, to approve Ordinance No. 1002 annexing land (owned by Hastings Family Holdings, LLC) into the City of Edgerton, Kansas.

Motion was approved, 4-0.

6.5 ADDITION TO AGENDA – AMENDMENT TO THE UTILITY AGREEMENT WITH KANSS CITY POWER & LIGHT COMPANY

The Utility agreement with Kansas City Power & Light Company needs to be amended to increase the funding for the Waverly Road Project. This is not an upgrade but rather relocating what is there today. The relocation is caused by the Waverly Road Project. The original cost was \$93,600.00; increased amount is \$340,783.00.

Council member Brown arrived at the meeting at 7:12 pm.

Motion by Crooks, seconded by Crist, to approve amending the Utility Agreement with Kansas City Power & Light Company.

Motion was approved, 4-0. Council member Brown abstained from the vote, as he had just arrived at the meeting.

7. REPORT BY THE CITY ADMINISTRATOR

- Fall Parks and Recreation Guide is out, make sure to take a minute to read.
- Manor Park Improvement Update – at the Park open house they received over 40 comment cards with several different ideas, the top two were playground equipment and a shelter. Landworks will be here in November to discuss with Mayor and Council.
- Upcoming Ordinances – Idling and Transient Guest will be on the October 8th agenda.
- Upcoming Work Sessions – Capital Improvements and Sheriff's Dept. Open dates are the 1st and 15th of October.
- Fall Elections- There will be no elections in April, they have been moved to November. People elected in November will take office in January.

- Johnson County Park & Recreation Department will begin the implementation of their Big Bull Creek Park master plan. They will begin in October and should finish in March of 2016.
- Johnson County has starting the overlay project on West 8th street.

8. REPORT BY THE MAYOR

Job Seekers, the “Logistics Career Pathway Brochure” is complete.

9. RECESS INTO EXECUTIVE SESSION

Motion by Crooks, seconded by Brown, to recess into executive session for Attorney Client privilege for five minutes, to include the City Administrator, City Attorney, and Community Development Director.

Motion was approved, 5-0.

Meeting recessed at 7:40 p.m.

Motion by Crooks, seconded by Longanecker, to reconvene into regular session, no action taken.

Motion was approved, 5-0.

Meeting reconvened, at 7:45 p.m.

Motion by Brown, seconded by Crist, to direct staff to initiate a text amendment through the Planning Commission, to address acceptable/unacceptable building materials for single family residential structures.

Motion approved 5-0.

Motion by Brown, seconded by Troutner, to declare a moratorium on applications for building permits for single family residential structures, but only for those applications which propose to use non-conventional building materials (as determined by the City Building Inspector) for the structure, said moratorium to end upon final action by the City Governing Body on the City initiated text amendment pertaining to acceptable/unacceptable building materials for single family residential structures.

Motion was approved, 5-0.

10. FUTURE MEETING/EVENT REMINDERS

October 8th – 7:00 pm – City Council Meeting

October 13th 7:00 pm - Planning Commission Meeting

October 21st 8:00-9:00 am Edgerton Host Chamber Coffee

October 21st Noon - Senior Lunch

October 25th 4:00 – 7:00 pm Halloween Fest

11. ADJOURN

Motion by Longanecker, seconded by Troutner, to adjourn.

Motion was approved, 5-0.

Meeting adjourned at 7:50 pm.

Janeice L. Rawles, CMC
City Clerk

Approved by the Governing Body on _____

AGENDA ITEM INFORMATION FORM

Agenda Item: Consider Ordinance No. 1003 Amending Section 14-202 Of Article 2 Of Chapter XIV Of The Edgerton, Kansas Municipal Code To Revise Provisions Pertaining To The "Idling" Of Motor Vehicles Within The City

Department: Community Development

Background/Description of Item:

Updated Information: Following the September 10, 2015 City Council meeting, staff has drafted the proposed changes that were suggested by the City Council. The updated regulations (attached) have been provided to the City Attorney for review and to be drafted into an official ordinance. A property owner adjacent to Dee's Mini Mart has also contacted the city with comments and concerns in regards to the idling of trucks. These e-mails and staff's response are also attached to this agenda item.

Original Information:

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: **Draft Ordinance No. 1003 – Section 14-202**
E-mail from Keith Buntmeyer (9-29-15)
City Response (10-2-15)
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: Approve Ordinance No. 1003 Amending Section 14-202 Of Article 2 Of Chapter XIV Of The Edgerton, Kansas Municipal Code To Revise Provisions Pertaining To The "Idling" Of Motor Vehicles Within The City

Funding Source: NA

Prepared by: Kenneth Cook, Community Development Director
Date: October 5, 2015

ORDINANCE NO. 1003

AN ORDINANCE AMENDING SECTION 14-202 OF ARTICLE 2 OF CHAPTER XIV OF THE EDGERTON, KANSAS MUNICIPAL CODE TO REVISE PROVISIONS PERTAINING TO THE "IDLING" OF MOTOR VEHICLES WITHIN THE CITY

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

SECTION 1: Section 14-202 of Article 2 of Chapter XIV of the Edgerton, Kansas Municipal Code is hereby amended to state the following:

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 plate 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.
- (b) No person shall cause, suffer, allow, or permit the engine of a motor vehicle to idle for more than fifteen (15) 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.
- (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.
- (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.

SECTION 2: Repeal. Former Section 14-202 of Article 2 of Chapter XIV of the Edgerton, Kansas Municipal Code is hereby repealed.

SECTION 3: Effective Date. This Ordinance shall be effective after its passage, approval and publication once in the City's official paper.

ADOPTED BY THE GOVERNING BODY AND APPROVED BY THE MAYOR OF EDGERTON, KANSAS ON THE 8th DAY OF OCTOBER, 2015.

Donald Roberts, Mayor

ATTEST:

Janeice Rawles, City Clerk

APPROVED AS TO FORM:

Patrick G. Reavey, City Attorney

From: Keith
Sent: Tuesday, September 29, 2015 4:49 PM
To: Donald Roberts
Subject: Thanks for reading.

Dear, Mayor Roberts.

This is Keith Buntmeyer
108 1st street

As you probably know I am Having problems with the dailey truck traffic unlawfully traveling off the truck route. per code 14-203section B turning on McCarty to unlawfully park in a gravel c1 lot The city has allowed this unlawfull passage onto a c1 lot that is not zoned for truck parking a c2 is required for heavy truck traffic

I spent a lot of time fighting to get signs and stop this disturbance to the peace. (as I am typing there are 2 Kansas trucking trucks idling in the lot having a picnic or something in their trucks.)

I have been calling the sheriff and charley reporting violators putting some calmness to my day.

THEN

I was told I was not allowed in Dees mini mart anymore because I am running off his customers. (due to a few stubborn truckers)

Exact words from store owner " Don't come back in here you are fighting and running off my customers" I don't fight with no one. and they are the ones that decide they don't want to turn their trucks off.

It doesn't effect my life not going in his store at all But the reason I was removed was because I was trying to help enforce city law.

A business owner in a community should work with the city laws not remove him from having to follow them, Since this happened it seems that they are being told they don't have to shut their trucks off and seem to go out of their way to get as close to my home as possible. (The calmness has went away.)

It raddles my whole house living room is worse due to it being at that end of the house and closest to the lot, In the summer I don't run my air because I like fresh air. When it is hot and still my home fills with fumes to the point of me having to take my kids from my home. It creates a thumping on your eardrums that my family shouldn't have to put up with. not to mention the multiple times my wifi is hammered from them trying to get in it.

A lot of the trucks shut them off, But there are the select group from the quarry and coop that feel that for what ever reason they don't have to. The fire engine when they go to mini mart to get their snacks rarely shuts it off and it is the worst I would feel they would be the ones to set an example.

The gravel lot is not a proper surface for heavy trucks all the dust from the wheels and every time the brakes relieving pressure it blows a giant dust ball into my home we dust 2 times a week, Not to mention the damage it is doing collecting in our electronics we have.

I heard talk that Mr cook was writing something up to try to increase the idle time these trucks have and that wouldn't be a good idea if the time limit is set at 10 minutes and a truck comes every 10 minutes

then I have them running most of the day next to my house 25 to 75 trucks come through on a Dailey basis.

Best idle time would be 0 in the city limits. I understand there is some reasons it is necessary for the delivery of cold items (thermoking). But it goes on all day for me.

I have been here supporting this town all 4 kids went through these schools. for 19 years. I have been told to just move, I have been told I am a hater, I have been told that I am just making a big deal out of nothing.

I AM NOT, I am trying to keep my home a peaceful and safe place for my family while I live my life.

I am delivering a usb drive to Charley our city codes guy with videos and pics of the trucks that I have recorded. (excuse the language in some of the videos I am very frustrated about this 2 year deal and tend to get emotional and cuss a bit)

Just today a semi with a long container load pulled onto 1st street and parked in the street and left it running, This was 15 20 feet from my home unlawful to park there, Unlawful to let it idle there. So it was so intense that I called the Sherriff because I knew charley wasn't in. A car got right out pulled behind the truck and told him to move on. Then he pulled in mini mart parking lot as the truck unlawfully drove up 1st street. HE DID NOTHING

I am going to attach a pic of this truck to this mail please get a copy of the file I give charley. (excuse the language in some of the videos I am very frustrated about this 2 year deal and tend to get emotional and cuss a bit)

I also am attaching a picture of one whit truck from coop I believe that uses 1st street regularly and idles where ever he parks.

And a dump truck that comes 3 to 4 times a day and never shuts his truck off.

While im at it I will send a pick of the oil that the city worker dumped out of the loader bucket while I was dumping brush. I called the city and it was covered up fast and was told oh it was old diesel fuel. Ya that makes it better.

Maybe the DOT need to be called out to shut these trucks down not fit to be on the road (rock quarey)

Seems to me the answer isn't changing the codes because the trucks are complaining. And mini mart seems to think he is loosing a bunch of money off a few stubborn truckers. But enforce the codes make it clear the trucks will not tear this town up and be a nueants to the residents.

The city council is here voted in by the people for the people but it seems as though the city manager that is suppose to be a separate from the city council has a lot of input on what the city council does.

It is sad that so many people hush hush because they don't want to make waves or know someone that drives a truck or is on council out our mayor but they should it will only get worse.

I also have an estement for 230 dollars for damage done to my wife's new car the cowlng under the front bumper was ripped off by the crushed road by the railroad tracks since the city allows them to do this to our roads not made for the weight of these overloaded trucks but for cars. Are they going to take care of the damage done by it?

Please contact me I would like to speak to you about this and see where you stand as a our mayor.

Thanks for anything you can do to stop this.

Keith Bunttemeyer

From: Keith

Date: September 30, 2015 at 8:11:33 AM CDT

To: mayor@edgertonks.org

Subject: Thanks

I wanted to let you know the red and white dump truck is today using 1st street to McCarty to get to the truck route.

This is not a game it is my life.

Also it is clearly posted no thru trucks no idling and code is clear on truck parking on city streets so I cant imagine why JNK trucking wasn't given tickets for 3 violations I have read the contract with the sheriff department and it is very clear.

Thanks again Keith.

On Fri, Oct 2, 2015 at 1:27 PM, Kenneth Cook <kcook@edgertonks.org> wrote:

Keith,

Mayor Roberts forwarded me your e-mail and asked that I respond to your concerns Attached is a copy of the letter that I will also be placing in the mail today. As I mention in the letter, I will provide your comments and my letter to the City Council next week when they discuss the issue of vehicular idling. Please let me know if you have any questions and I would be more than happy to talk with you.

Sincerely,

Kenneth A. Cook · Community Development Director

From: Keith

Sent: Sunday, October 04, 2015 11:12 PM

To: Kenneth Cook

Subject: Re: Truck Questions

I never received a call or voicemail from Charley nor did I ever get a call back from any of my messages I left for him through this time period.

Even dropped stuff off to him nothing was ever said,,..... ?

I don't think people realize the vibrations and pollution these trucks cause to my family and my property.

If they extend the time then it will be constant disturbance to me.

No one seems to care about that. (19 year resident)

The exception is for owners of trucks that live here so they can park their "TRUCK TRACTOR." NOT TRAILOR>< (Definitions are included in codes.) At the residents of the owner/agent.

As it was explained to me a year ago when discussed

Mr. Singh. Is not the owner/Agent of the trucks from the quarry Nor is he a resident. He is a business owner and shouldn't be allowed to walk on my quality of life for a profit.

Maintenance isn't done by these trucks.

Construction isn't done by these trucks

Utility work isn't done by these trucks.

Refuge collection is done and has never been disturbed.

Emergency vehicles unless on call should follow traffic laws.

Trucks making deliveries have 30 min per hour

I am not asking that trucks just don't go there just that that follow the current code.

Changing the code isn't the answer.

Enforcing the current code is.

I am not asking that trucks use 207th never have.

All your descriptions of a truck stop are accurate and there are none of those services here so having 25 to 75 trucks a day coming through here isn't necessary. But they should follow current city code when they are here.

I apologize if my letter to the mayor read to the direction of me wanting you to change truck routes but to just follow the city ordinance.

If they can't follow code then they don't need to come here. Seems fair.

I will add that it seems so not right that an establishment's owner can complain or even call enforcing the city law harassment.

Everything in the Article about truck idling in the Illinois environmental protection agency posted in the agenda packet benefits the code and trucks as it is written now.

Codes put in place and our city council I thought was for the people.

I hope that is still true because the quality of life of my family depends on it

I would like to meet you and discuss this further before the city council meeting.

Also would like the contact info to my city councilmen

Thanks,

Keith Buntmeyer

October 2, 2015

Keith Buntmeyer
108 1st Street
Edgerton, KS 66021

Re: Dee's Mini Mart – Truck Idling

Dear Mr. Buntmeyer,

I hope that the following response will answer some of your questions and concerns from your recent email and also provide you with additional information in regards to some of the recent discussions involving the issues of trucks and idling vehicles. I will start with some of the recent discussions that the City Council has been having in regards to this issue and then try to answer some of your questions in regards to City Regulations.

At the August 27, 2015 City Council, Mr. Singh (Owner of Dee's Mini Mart) made comments during Public Comments in regards to concerns involving the current regulations on idling vehicles. In these comments, he requested that the City Council consider making changes to the Idling regulations. The suggestions proposed included for the idle time to be extended to 30 minutes in a 60 minute period and for possible exemptions for bathroom and food breaks. The City Council instructed staff to perform research on the issue and to bring this item back for discussion at the following City Council Meeting.

The City Council had further discussions on this item at the September 10, 2015 meeting. Prior to this meeting I requested that Mr. Lydon contact you and inform you about this item so that you could be aware of an item that I understand is a concern to you. It is my understanding that he left a voicemail for you on the number which you have typically used to contact him. Additionally, you are on our City Council email notification list to receive the packet. At this meeting staff presented information in regards to similar idling requirements that are in place in other communities and also data in regards to various impacts of idling (either on the vehicle or on the neighborhood). The City Council had discussions on this item and instructed staff to draft updated regulations which would include the extension of the idling time to 15 minutes and also the removal of the exception for idling when the temperature is greater than 85 degrees. This item is scheduled to be brought back before the City Council at the October 8, 2015 City Council meeting for further consideration. You are more than welcome to come to this or any other City Council Meeting and make comment during public comment or request to be heard on specific issues that are brought before the City Council. I also suggest that you contact City Council members

to express your concern as they are preparing to make possible changes to the regulations.

I hope that the following information will more specifically address some of your questions and concerns in regards to the operation of trucks within the City of Edgerton. First, while city code does specify that heavy trucks are prohibited on city streets, there are a number of exceptions. The primary exception is in regards to designated truck routes. Additional exceptions are also provided to allow the owner/agent of a truck tractor to use the most direct route for the purpose of parking the truck tractor on private property at the residence of the owner/agent. Further exceptions are also provided for vehicles such as maintenance, construction, utility services, refuse collection, emergency vehicles, school buses or vehicles carrying articles to a residence or business establishment within the City. It is my further understanding that previous City Councils have made a determination that the intent of this regulation was to also permit such truck traffic (along the most direct route) when going to a business establishment to conduct business, such as to make a purchase.

The City Council has also had discussion in regards to the location of truck routes through the city and if changes should be made to these designations. One of the primary areas of concern typically brought up is in regards to the use of the truck routes by trucks hauling material from the quarry. The City Council has had discussions on the possibility of removing the truck route along Nelson Street but had determined that this would most likely push the truck traffic along 207th Street and Edgerton Road (W. 8th) and would possibly have a greater impact on more citizens. This is an item that I am sure will continue to be studied and discussed by the City Council to determine the best course of action for the City.

You have mentioned a concern that the Unified Development Code does not allow trucks to park on properties which are located in the C-1 District and that this may only occur in the C-2 District. The Unified Development Code does not specify that trucks can or cannot park on properties which are zoned C-1 or C-2. My assumption is that you are making reference that Truck Stops are listed as a permitted use in the C-2 District but not the C-1 District. While the C-1 district does not list the use of a property as a Truck Stop as a permitted use this does not mean that trucks are not allowed to be on properties in this district. A Truck Stop would typically be considered a facility that would include the dispensing of fuel and have other services such as a large area designed for the parking of trucks for extended periods of time, showers and food. A facility like this would be similar to the Loves Truck Stop in Ottawa. A truck stop being listed as a permitted type of use is meant to describe a specific type of operation and is not meant to describe that trucks may only be parked in that district. The C-1 District does list uses such as convenience stores, with or without gasoline sales, gasoline service stations but also includes businesses such as restaurants, laundry and other retail type establishments of which an individual driving

a truck might stop at to conduct business. While they may stop at these types of businesses, they do still need to comply with other regulations which are in effect.

As we are not able to have an individual posted at Dee's to verify that everyone is in compliance, Charlie and I typically drive by Dee's multiple time a day and when available we will check to verify that trucks are not violating the regulations when complaints are received. While it is currently legal for vehicles to idle, we do address this issue when we can determine that a vehicle is idling longer than the allowed time. While City Staff does have the ability to enforce the issue of vehicles idling, the issue of trucks not using the truck route is an item that must be enforced by the Sheriff's Department. We have had and continue to have discussions with the Sheriff's Department in regards to the service that they provide for the City. We will continue to work with the Sheriff's Department on these issues.

While I do agree that a gravel parking lot is not the proper surface for any parking area in the City, the use of this property as a parking lot (including the gravel material) was started when the regulations permitted this type of surface and is considered legal nonconforming (grandfathered). Legal nonconforming uses are provided protection by the UDC and also State Statute which limits the City's ability to require changes to uses which were originally compliant with prior regulations. There are circumstances where the City could require that this surface be brought up to current standards, but this typically involves substantial improvements, such as the construction of a new building on the property.

I would like to thank you for your comments and for your concern for the City of Edgerton. We greatly appreciate your support of the community and understand your concerns. I do highly suggest that you contact your representatives on the City Council and express your concern in regards to these issues. I would once again like to mention that the issue of idling will be on the October 8, 2015 City Council Meeting. I do plan to pass your concerns onto the City Council so that they are aware of your specific concerns before they make a decision on any changes to the regulations. I would also be more than happy to meet with you if you have any additional questions or would like to discuss these items further.

Sincerely,



Kenneth Cook, AICP, CFM
Community Development Director

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 > 1 yr. 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">> Emergncy 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">> Emergncy 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

APRIL 2002

SAVE MONEY AND
REDUCE POLLUTION

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.

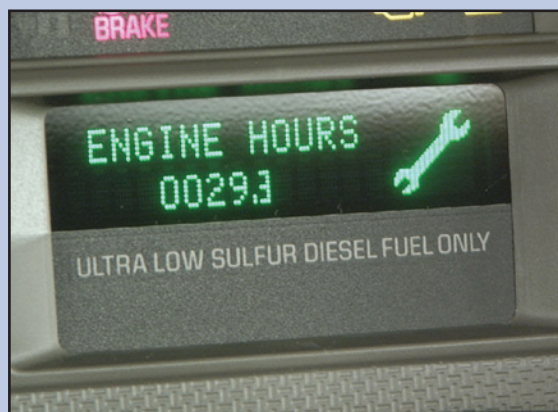
Conclusion: after 100 days the engine oil actually has 20,000 miles of wear! If this vehicle were to perform scheduled maintenance based on engine hours instead of miles driven the interval would change to approximately 30 days.

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 Agreement with Varney & Associates CPAs, LLC for Auditing Services for the 2015 Financial Statements

Department: Administration

Background/Description of Item:

Staff issued a Request for Proposals (RFP) for Audit Services on August 21, 2015. The last RFP for Audit Services was done for the 2009 financial statements. The RFP was e-mailed to a list of firms doing business with other government clients, in addition to being advertised in the Gardner News, and placed on the City's website. The RFP was sent to sixteen firms. Proposals were due on September 10, 2015.

The City received four proposals. City's previous audit firm, Mize Houser & Co., did not submit a proposal. The proposals are summarized below.

| | | | | | |
|---|------------------|-------------------------|---|------------------|-------------------|
| City of Edgerton | | | | | |
| Summary of Audit Services Proposals Received | | | | | |
| September 18, 2015 | | | | | |
| | | | 2015 | 2015 | |
| | | | Regular | Single | Travel |
| Firm Name | HQ Office | Proposal Contact | Audit Fee | Audit Fee | Costs |
| Berberich Trahan & Co., P.A. | Topeka, KS | Karen Linn | \$ 9,700 | \$ 3,250 | Incl in fixed fee |
| Jared Gilmore Phillips | Chanute, KS | Neil Phillips | \$ 9,500 | \$ 1,900 | Incl in fixed fee |
| Novak Birks, P.C. | Leawood & KCMO | Bill Miller | \$ 13,950 | \$ 3,800 | \$ - |
| Varney & Associates, CPAs, LLC | Manhattan, KS | April Swartz | \$7,800 for 2015 \$8,000 for 2016 & 2017 | \$ 2,000 | Incl in fixed fee |

Staff reviewed the proposals, and interviewed two firms: Berberich, Trahan & Co., PA, and Varney & Associates CPAs, LLC. While both firms interviewed are qualified to perform the audit, have numerous government clients and can meet the City's time line for fieldwork and delivery of the final audit report, Varney & Associates has an entire team dedicated to only government/non-profit clients. In addition, Varney & Associates has at least one auditor that has worked as a city clerk in a city that used the same accounting software as Edgerton. Varney & Associates also proactively provides communications to clients regarding regulatory changes and other matters that might affect client operations.

Staff is recommending Varney & Associates CPAs, LLC, as the City's auditor for the City's 2015 financial statements.

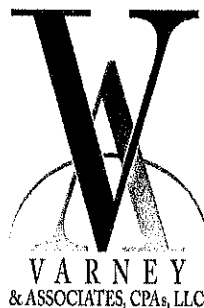
Enclosure: Agreement with Varney & Associates CPAs, LLC and the System Review Report for Varney & Associates CPAs, LLC, dated August 20, 2014.

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

Recommendation: Approve the Agreement for Audit Services with Varney & Associates CPAs, LLC for the audit of the 2015 financial statements.

Funding Source: The 2016 Budget includes \$8,400 for regular audit services and \$2,625 for single audit services split among the General Government Department in the General Fund, the Administration Department in the Water Fund and the Administration Department in the Sewer Fund based on budgeted revenues.

Prepared by: Karen Kindle, Accountant
Date: September 30, 2015



September 30, 2015

City of Edgerton, Kansas
P.O. Box 255
Edgerton, KS 66021,

The following represents our understanding of the services we will provide the City of Edgerton, Kansas .

You have requested that we audit the statement of regulatory basis receipts, expenditures and unencumbered cash balances of the City of Edgerton, Kansas, (the City), as of December 31, 2015, 2016, and 2017 and for the years then ended and the related notes to the financial statements, which collectively comprise the City's basic financial statements as listed in the table of contents. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter. Our audit will be conducted with the objective of our expressing an opinion on each opinion unit.

Supplementary information other than RSI will accompany the City's basic financial statements. These reports are regulatory-required supplemental information. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and perform certain additional procedures, including comparing and reconciling the supplementary information to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on the following supplementary information in relation to the financial statements as a whole:

- Schedule of expenditures – actual and budget (regulatory basis)
- Schedule of individual fund receipts and expenditures – actual and budget (regulatory basis)

The Objective of an Audit

The objective of our audit is the expression of opinions as to whether your basic financial statements are fairly presented, in all material respects, in accordance with the regulatory basis of accounting prescribed by the State of Kansas and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and will include tests of the accounting records and other procedures we consider necessary to enable us to express such opinions. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

General Audit Procedures

We will conduct our audit in accordance with auditing standards generally accepted in the United States of America (U.S. GAAS). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the basic financial statements are free from material misstatement. An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to error, fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

Internal Control Audit Procedures

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with U.S. GAAS.

In making our risk assessments, we consider internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.

Compliance with Laws and Regulations

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

Management Responsibilities

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

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

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

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

Reporting

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

Other

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

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

Provisions of Engagement Administration, Timing and Fees

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

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

Our fees are based on the amount of time required at various levels of responsibility not to exceed \$7,800 for 2015, \$8,000 for 2016 and \$8,000 for 2017. If a single audit is required, an additional fee of \$2,000 will be charged for that year. We will notify you immediately of any circumstances we encounter that could significantly affect this initial fee estimate. Further, we will be available during the year to consult with you on financial management and accounting matters of a routine nature.

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

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

At the conclusion of our audit engagement, we will communicate to the governing body the following significant findings from the audit:

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

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

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

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

Respectfully,

Varney & Associates, CPAs, LLC

Certified Public Accountants

RESPONSE:

This letter correctly sets forth our understanding.

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

Title: _____

Date: _____

LIBERAL

J.H. HAY, CPA
STEPHEN G. RICE, CPA
CRAIG HAY, CPA
DUSTIN ORMISTON, CPA
RODNEY K. HAY, CPA

21 PLAZA DRIVE
P.O. BOX 2707
LIBERAL, KS 67905-2707
(620) 624-8471
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HRA@hayrice.com

System Review Report

August 20, 2014

To the Owners

Varney & Associates, CPA's, LLC
and the Peer Review Committee of the
Kansas Society of Certified Public Accountants

We have reviewed the system of quality control for the accounting and auditing practice of Varney & Associates, CPA's, LLC (the firm) in effect for the year ended June 30, 2014. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. As a part of our peer review, we considered reviews by regulatory entities, if applicable, in determining the nature and extent of procedures. The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review. The nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the standards at www.aicpa.org/prsummary.

As required by the standards, engagements selected for review included engagements performed under *Government Auditing Standards*; audits of employee benefit plans, and audits performed under FDICIA, and examinations of service organizations [Service Organizations Control (SOC) 1 engagements].

In our opinion, the system of quality control for the accounting and auditing practice of Varney & Associates, CPA's, LLC, in effect for the year ended June 30, 2014, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Varney & Associates, CPA's, LLC has received a peer review rating of *pass*.

Hay·Rice & Associates, Chartered

Hay·Rice & Associates, Chartered

AGENDA ITEM INFORMATION FORM

Agenda Item: Consider Charter Ordinance No. 21 Exempting The City Of Edgerton, Kansas, From The Provisions Of Sub-Paragraph (A) Of K.S.A. 12-1697, Which Relates To The Levy Of A Transient Guest Tax, To The Maximum Rate Thereof, And To The Purposes For Which Such Transient Guest Tax Monies May Be Spent; And Exempting The City From The Provisions Of 12-16,101 Related To Establishment Of A Convention And Tourism Committee; And Providing Substitute And Additional Provisions On The Same Subjects

Department: Administration

Background/Description of Item: Kansas Statute K.S.A. 12-1697 allows the governing body of any county or any city to levy a transient guest tax not to exceed the rate of 2% upon the gross receipts derived from or paid directly or through an accommodations broker by transient guests for sleeping accommodations, exclusive of charges for incidental services or facilities, in any hotel, motel or tourist court to provide revenues to promote tourism and conventions.

If collected via state statute, the City is limited to a maximum of 2% transient guest tax rate to be used for "Convention and tourism promotion" as defined in the statute as:

- (1) Activities to attract visitors into the community through marketing efforts, including advertising, directed to at least one of the five basic convention and tourism market segments consisting of group tours, pleasure travelers, association meetings and conventions, trade shows and corporate meetings and travel; and
- (2) support of those activities and organizations which encourage increased lodging facility occupancy.

Additionally, according to state statute the City may establish a convention and tourism committee to make recommendations concerning the programs and expenditures for promotion of conventions and tourism. If the governing body decides to appoint a convention and tourism committee, the city governing body shall appoint 10 members to such committee, a majority of which shall be representatives of businesses coming within the terms of this act. In appointing such members, the city governing body shall attempt to create a representative balance of large and small businesses and businesses from the various geographic areas of such county. The city governing body shall provide, by resolution, for the method of appointment and the length of the term of members. The length of term shall not exceed four years. The board of county commissioners or city governing body levying such tax shall have the authority to contract for convention and tourism programs to be implemented.

For these reasons, most of the cities in Johnson County have chartered out of the state statute.

CHARTER ORDINANCE

As summarized in the LKM Governing Body Handbook, a charter ordinance may be used when:

- (1) there is an applicable state enactment that contains provisions in conflict with the provisions of the proposed local law;
- (2) the state law does not apply uniformly to all cities; and
- (3) the state law does not deal with one of those subjects reserved to the legislature by the Home Rule Amendment.

If these conditions are met, a charter ordinance may be used to exempt from the whole or any part of the state enactment.

In this instance the state law does not apply uniformly to all cities; therefore, the City of Edgerton can choose to charter out of the state statute.

Passage of a charter ordinance requires some special procedures that include the following:

- Must be passed by a 2/3 vote of the Governing Body (which includes the Mayor)
- Must be published once a week for two consecutive weeks in the official city newspaper
- There is a 60-day waiting period after publication to allow time for public to petition for referendum. If not petition is filed, charter ordinance becomes effective on the 61st day after second publication.

OTHER CITIES

In researching this item, most cities in Johnson County have chartered out of the state statute to allow greater than 2% be collected and more flexibility in uses for the revenue. Below is a chart of transient guest tax rates of surrounding cities as listed by Kansas Department of Revenue effective as of July 2015.

| City | Rate | Effective Date |
|----------------|-------|----------------|
| Baldwin City | 5.70% | 7/1/2008 |
| Bonner Springs | 4.00% | 10/1/2004 |
| DeSoto | 6.00% | 1/1/2007 |
| Gardner | 6.00% | 4/1/2003 |
| Leawood | 8.00% | 1/1/2012 |
| Lenexa | 8.00% | 1/1/2011 |
| Merriam | 7.00% | 1/1/2008 |
| Mission | 9.00% | 4/1/2008 |
| Olathe | 6.00% | 7/1/2001 |
| Overland Park | 9.00% | 7/1/2007 |
| Shawnee | 6.00% | 10/1/2008 |

Staff is beginning to receive inquiries for hotel/motel business interested in possibly locating within the City of Edgerton; therefore, thought it was important for Edgerton Governing Body to explore this revenue source.

As shown in the above chart, collection of transient guest tax is a typical industry standard. Many cities use this revenue to dedicate towards economic development activities (such as funding an economic development agency), promotion of tourism and convention (such as funding a chamber of commerce), marketing efforts for the City (such as contract for marketing and communication services), and community events or celebrations (such as funding Frontier Days).

Staff presented the above research to City Council at the September 10th City Council meeting. At that meeting, City Council directed staff to prepare a Charter Ordinance to charter out of State Statutes to allow City of Edgerton to enact a transient guest tax in the amount of 6% that may be used, upon review and approval of the Governing Body, to fund economic development activities, promotion of tourism and conventions, marketing efforts for the City, and community events or celebrations.

Enclosure: Draft Charter Ordinance No. 21

Related Ordinance(s) or Statute(s): K.S.A. 12-1697

Recommendation: Approve Charter Ordinance No. 21 Exempting The City Of Edgerton, Kansas, From The Provisions Of Sub-Paragraph (A) Of K.S.A. 12-1697, Which Relates To The Levy Of A Transient Guest Tax, To The Maximum Rate Thereof, And To The Purposes For Which Such Transient Guest Tax Monies May Be Spent; And Exempting The City From The Provisions Of 12-16,101 Related To Establishment Of A Convention And Tourism Committee; And Providing Substitute And Additional Provisions On The Same Subjects

Funding Source: N/A

Prepared by: Beth Linn, City Administrator
Date: October 5, 2015

CHARTER ORDINANCE NO. 21

A CHARTER ORDINANCE EXEMPTING THE CITY OF EDGERTON, KANSAS, FROM THE PROVISIONS OF SUB-PARAGRAPH (a) OF K.S.A. 12-1697, WHICH RELATES TO THE LEVY OF A TRANSIENT GUEST TAX, TO THE MAXIMUM RATE THEREOF, AND TO THE PURPOSES FOR WHICH SUCH TRANSIENT GUEST TAX MONIES MAY BE SPENT; AND EXEMPTING THE CITY FROM THE PROVISIONS OF 12-16,101 RELATED TO ESTABLISHMENT OF A CONVENTION AND TOURISM COMMITTEE; AND PROVIDING SUBSTITUTE AND ADDITIONAL PROVISIONS ON THE SAME SUBJECTS

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

SECTION 1. The City of Edgerton, Kansas, by the power vested in it by Article 12, Section 5 of the Constitution of the State of Kansas, hereby elects to exempt itself from and make inapplicable to it the provisions of sub-paragraph (a) of K.S.A. 12-1697 relating to the levy of a transient guest tax, to the maximum rate thereof, and to the purposes for which such transient guest tax monies may be spent. Such referenced subparagraph (a) of K.S.A. 12-1697 is applicable to this City but not uniformly applicable to all cities.

SECTION 2. The City of Edgerton, Kansas, by the power vested in it by Article 12, Section 5 of the Constitution of the State of Kansas, hereby exempts itself from the provisions of K.S.A. 12-16,101 which provides provisions governing a City appointed convention and tourism committee. Such referenced statute is applicable to this City but not uniformly applicable to all cities.

SECTION 3. In order to provide revenues to promote tourism and conventions, the Governing Body of the City of Edgerton, Kansas, does hereby authorize a transient guest tax of six percent (6%) upon the gross receipts derived from or paid by transient guests for sleeping accommodations, exclusive of charges for incidental services or facilities, in any hotel, motel or tourist court. The transient guest tax revenues may be used, upon review and approval of the Governing Body, to fund economic development activities, promotion of tourism and conventions, marketing efforts for the City, and community events or celebrations held in the City.

SECTION 4. This ordinance shall be published once each week for two consecutive weeks in the official City newspaper.

SECTION 5. This is a Charter Ordinance and shall take effect 61 days after final publication unless a sufficient petition for a referendum is filed and a referendum held on the ordinance as provided in Article 12, Section 5 of the Constitution of the State of Kansas, in which case, the ordinance shall become effective if approved by a majority of the electors voting thereon.

SECTION 6. If this Ordinance becomes effective, the City Clerk is hereby authorized and directed to record in the City's Charter Ordinance books this Ordinance and file a certified copy of this ordinance with the Kansas Secretary of State. In addition, the City Clerk is authorized and directed to send a certified copy of this Ordinance to the Kansas Department of Revenue.

ADOPTED BY THE GOVERNING BODY, BY NOT LESS THAN TWO-THIRDS OF THE MEMBERS ELECTED, AND APPROVED BY THE MAYOR OF EDGERTON, KANSAS ON THE 8TH DAY OF OCTOBER 2015.

DONALD ROBERTS, Mayor

ATTEST:

JANEICE RAWLES, City Clerk

APPROVED AS TO FORM:

PATRICK G. REAVEY, City Attorney

AGENDA ITEM INFORMATION FORM

Agenda Item: Consider Agreement with BG Consultants to Perform a Sanitary Sewer Watershed Preliminary Engineering Report

Department: Utilities

Background/Description of Item: In early 2015, the City of Edgerton amended the three-party agreement between the City of Edgerton, Burlington Northern Santa Fe (BNSF) Railway and Edgerton Land Holding Company (ELHC) to expand the boundaries of Logistics Park Kansas City (LPKC) to include the additional ground purchased by ELHC. In 2015, ELHC has completed construction of Inland Port XI (Kubota) and Inland Port XII (Jet.com/Excel Industries). Additionally, ELHC is under construction with Inland Port XIV and announced intentions to begin construction of Inland Port XV yet this year.

Provision of sanitary sewer service to this area was not previously contemplated during the construction of the Big Bull Creek Wastewater Treatment Facility and Conveyance System as this property was not within the park boundaries at that time. As development continues in this area, ELHC continues to receive inquiries from tenants about the availability of sanitary sewer service.

To evaluate sanitary sewer options for this area, staff recommends preparing a preliminary engineer report to evaluate sanitary sewer service options for the area that drains to the "Prairie Tree Sanitary Sewer Crossing" under Homestead Road just north of 199th Street. The existing watershed runs north and east from 199th and Homestead Road generally paralleling 1-35 Highway.

As part of the agreement, BG Consultants will perform the following scope of services:

1. Meet with City staff to determine specific project needs and general project desires and obtain information about existing sewer lines, future improvements and other items which might influence the locations of proposed improvements. Also, receive and review available information and plans. Project budget (if available) will be provided by city staff.
2. Develop a map showing the limits of the drainage basin tributary to the Prairie Tree manhole on the east side of Homestead Road. City Staff shall provide input in the development of the map. The map shall address watershed areas for the sewer along with cross-watershed flow.
3. Work with City staff to develop anticipated land uses within the proposed drainage basin.
4. Develop expected sanitary sewer flows for the drainage basin based upon anticipated land use information. Work with City staff to determine expected flows from Gardner.
5. Develop a spreadsheet for the existing sewer line under Homestead Road showing pipe capacity, estimated peak flow and available capacity. Recommendations for pipe sizing (if needed) will be included for projected flow.
6. Develop a concept alignment for the proposed improvements. Determine concept pipe sizing based upon projected flows. Make recommendations to the City concerning alignment and other design parameters.
7. Coordinate soil testing consisting of soil borings throughout the project to depths approximating the proposed sewer flowline. Boring logs will be included in the predesign report. The City will be presented with at least two proposals for soil testing. The City will contract directly with the Geotechnical Engineer.
8. Survey the locations and elevations of the soil borings.
9. Review alternative design concepts with the City prior to progressing to the final predesign report. Alternative concepts shall be discussed to determine the best horizontal and vertical alignments for the project.

10. Prepare preliminary plan-profile sheets showing the concept horizontal and vertical alignment of the interceptor sewer line between the Prairie Tree manhole and the Gardner Lift Station located at 191st Street and Waverly. Branching lines will not be shown on the plan-profile sheets.
11. Prepare a preliminary opinion of probable construction cost for the project.
12. Prepare and deliver five (5) sets of the final pre-design report to the City along with an electronic copy of the report.
13. Be available to make a presentation to the City Council regarding the pre-design report for the proposed project.

The lump sum fee to perform this engineering analysis is \$13,500. ELHC has agreed to pre-fund this analysis with opportunity to get reimbursed in the future if approved by City Council.

Enclosure: Agreement with BG Consultants for Preliminary Engineering Study

Related Ordinance(s) or Statute(s):

Recommendation: Approve Agreement with BG Consultants to Perform a Sanitary Sewer Watershed Preliminary Engineering Report not to exceed \$13,500

Funding Source: Pre-funded by Edgerton Land Holding Company

Prepared by: Beth Linn, City Administrator
Date: October 5, 2015



AGREEMENT CONSULTANT-CLIENT

THIS AGREEMENT made and entered into by and between BG CONSULTANTS, INC., party of the first part, (hereinafter called the CONSULTANT), and City of Edgerton, Kansas, party of the second part, (hereinafter called the CLIENT).

WITNESSETH:

WHEREAS, the CLIENT is authorized and empowered to contract with the CONSULTANT for the purpose of obtaining Services for the following improvement:

Sanitary Sewer Watershed Preliminary Engineering Report
Edgerton, Kansas

WHEREAS, the CONSULTANT is licensed in accordance with the laws of the State of Kansas and is qualified to perform the Professional Services desired by the CLIENT now therefore:

IT IS AGREED by and between the two parties aforesaid as follows:

SECTION 1 – DEFINITIONS

As used in this Agreement, the following terms shall have the meanings ascribed herein unless otherwise stated or reasonably required by this contract, and other forms of any defined words shall have a meaning parallel thereto.

- 1.1 “Additional Services” means any Services requested by the CLIENT which are not covered by Exhibit 1 of this Agreement.
- 1.2 “Agreement” means this contract and includes change orders issued in writing.
- 1.3 “CLIENT” or “Client” means the agency, business or person identified on page 1 as “CLIENT” and is responsible for ordering and payment for work on this project.
- 1.4 “CONSULTANT” or “Consultant” means the company identified on page 1. CONSULTANT shall employ for the Services rendered, engineers, architects and surveyors licensed, as applicable, by the Kansas State Board of Technical Professions.
- 1.5 “Contract Documents” means those documents so identified in the Agreement for this Project, including Engineering, Architectural and/or Survey documents under this Agreement. Terms defined in General Conditions shall have the same meaning when used in this Agreement unless otherwise specifically stated or in the case of a conflict in which case the definition used in this Agreement shall prevail in the interpretation of this Agreement.
- 1.6 “Engineering Documents” or “Architectural Documents” or “Survey Documents” means plans, specifications, reports, drawings, tracings, designs, calculations, computer models, sketches, notes, memorandums or correspondence related to the work described in Exhibit 1 attached hereto.

- 1.7 "Consulting Services" or "Engineering Services" or "Architectural Services" or "Survey Services" means the professional services, labor, materials, supplies, testing and other acts or duties required of the CONSULTANT under this Agreement, together with Additional Services as CLIENT may request and evidenced by a supplemental agreement pursuant to the terms of this Agreement.
- 1.8 "Services" is a description of the required work as shown in **Exhibit 1**.
- 1.9 "Subsurface Borings and Testing" means borings, probings and subsurface explorations, laboratory tests and inspection of samples, materials and equipment; and appropriate professional interpretations of all the foregoing.

SECTION 2 – RESPONSIBILITIES OF CONSULTANT

- 2.1 **SCOPE OF SERVICES:** The CONSULTANT shall furnish and perform the various Professional Services of the Project to which this Agreement applies, as specifically provided in **Exhibit 1** for the completion of the Project.

2.2 GENERAL DUTIES AND RESPONSIBILITIES

- 2.2.1. **Personnel:** The CONSULTANT shall assign qualified personnel to perform professional Services concerning the Project. At the time of execution of this Agreement, the parties anticipate that the following individual will perform as the principal point of contact on this Project.

| | |
|----------|------------------------|
| Name: | David Hamby, P.E., CFM |
| Address: | 1405 Wakarusa Drive |
| | Lawrence, KS 66049 |
| Phone: | 785-749-4474 |

- 2.2.2. **Standard of Care:** In the performance of professional Services, CONSULTANT will use that level of care and skill ordinarily exercised by reputable members of CONSULTANT's profession currently practicing in the same locality under similar conditions. No other representation, guarantee or warranty, express or implied, is included or intended in this agreement or in any communication (oral or written) report, opinion, document or instrument of service.
- 2.2.3. **Independent Contractor:** The CONSULTANT is an independent contractor and as such is not an employee of the Client.
- 2.2.4. **Insurance:** CONSULTANT will maintain insurance for this Agreement in the following types: (i) worker's compensation insurance as required by applicable law, (ii) comprehensive general liability insurance (CGL), (iii) automobile liability insurance for bodily injury and property damage and (iv) Professional liability insurance.
- 2.2.5. **Subsurface Borings and Material Testing:** If tests additional to those provided in Exhibit 1 are necessary for design, the CONSULTANT shall prepare a request for the necessary additional borings and procure at least two proposals, including cost, from Geotechnical firms who engage in providing Subsurface Borings and Testing Services. The CONSULTANT will provide this information to the Client and the Client will contract directly with the Geotechnical firm. The CONSULTANT will not charge an add-on percentage for the Geotechnical firm's work. The Client will pay the Geotechnical firm separately from this Agreement.

- 2.2.6. **Service by and Payment to Others:** Any work authorized in writing by the Client and performed by a third party, other than the CONSULTANT or their subconsultants in connection with the proposed Project, shall be contracted for and paid for by the Client directly to the third party or parties. Fees for extra work shall be subject to negotiation between the CLIENT and the third party. Fees shall be approved by the CLIENT prior to the execution of any extra work. Although the CONSULTANT may assist the CLIENT in procuring such Services of third parties, the CONSULTANT shall in no way be liable to either the CLIENT or such third parties in any manner whatsoever for such Services or for payment thereof.
- 2.2.7. **Subcontracting of Service:** The CONSULTANT shall not subcontract or assign any of the architectural, engineering, surveying or consulting Services to be performed under this Agreement without first obtaining the approval of the Client regarding the Services to be subcontracted or assigned and the firm or person proposed to perform the Services. Neither the CLIENT nor the CONSULTANT shall assign any rights or duties under this Agreement without the prior consent of the other party.
- 2.2.8. **Endorsement:** The CONSULTANT shall sign and seal final plans, specifications, estimates and data furnished by the CONSULTANT according to Kansas Statutes and Rules and Regulations.
- 2.2.9. **Force Majeure:** Should performance of Services by CONSULTANT be affected by causes beyond its reasonable control, Force Majeure results. Force Majeure includes, but is not restricted to, acts of God; acts of a legislative, administrative or judicial entity; acts of contractors other than contractors engaged directly by CONSULTANT; fires; floods; labor disturbances; epidemics; and unusually severe weather. CONSULTANT will be granted a time extension and the parties will negotiate an equitable adjustment to the price of any affected Work Order, where appropriate, based upon the effect of the Force Majeure on performance by CONSULTANT.
- 2.2.10. **Professional Responsibility:** The CONSULTANT will exercise reasonable skill, care and diligence in the performance of its Services as is ordinarily possessed and exercised by a licensed professional performing the same Services under similar circumstances.
- 2.2.11. **Inspection of Documents:** The CONSULTANT shall maintain Project records for inspection by the CLIENT during the contract period and for three (3) years from the date of final payment.

SECTION 3 – CLIENT RESPONSIBILITIES

3.1 GENERAL DUTIES AND RESPONSIBILITIES

- 3.1.1. **Communication:** The CLIENT shall provide to the Consultant information and criteria regarding the CLIENT's requirement for the Project; examine and respond in a timely manner to the Consultant's submissions and give notice to the Consultant whenever the CLIENT observes or otherwise becomes aware of any defect in the Services.
- 3.1.2. **Access:** The CLIENT will provide access agreements for the Consultant to enter public and private property when necessary.
- 3.1.3. **Duties:** The CLIENT shall furnish and perform the various duties and Services in all phases of the Project which are outlined and designated in Exhibit 1 as the CLIENT's responsibility.

- 3.1.4. **Program and Budget:** The CLIENT shall provide full information stating the CLIENT's objectives, schedule, budget with reasonable contingencies and necessary design criteria so that Consultant is able to fully understand the project requirements.
- 3.1.5. **Testing:** Any additional tests required to supplement the Scope of Services or tests required by law shall be furnished by the CLIENT.
- 3.1.6. **Legal, Insurance, Audit:** The CLIENT shall furnish all legal, accounting and insurance counseling Services as may be necessary at any time for the Project. The CLIENT shall furnish all bond forms required for the Project.
- 3.1.7. **Project Representative:** The CLIENT will assign the person indicated below to represent the CLIENT in coordinating this Project with the CONSULTANT, with authority to transmit instructions and define policies and decisions of the CLIENT.

| | |
|----------|---------------------------|
| Name: | Beth Linn |
| Address: | PO Box 255, 404 E. Nelson |
| | Edgerton, KS 66021 |
| Phone: | 913-893-6231 |

SECTION 4 – PAYMENT

4.1 COMPENSATION

- 4.1.1. **Fee and Expense:** The CLIENT agrees to pay the CONSULTANT a Lump Sum Fee according to **Exhibit 2** of this Agreement. The Lump Sum Fee for this project is a total of **\$13,500.00** Dollars plus reimbursable expenses as outlined in **Exhibit 2** and for the Scope of Services as shown in **Exhibit 1** of this Agreement. Payment of the Lump Sum Fee and reimbursables shall be made by the CLIENT according to the schedule and upon completion of work as shown in **Exhibit 2**. Other methods of compensation are allowed only after written approval by both parties to this Agreement. Payment is due within thirty (30) days of billing by the CONSULTANT and any late payment will incur an interest charge of one and one-half (1½) percent per month.
- 4.1.2. **Hourly Rate:** Any Additional Services which are not set forth in this Agreement will be charged on the basis of BG Consultants, Inc. standard hourly rate schedule in effect at the time of services, unless stated otherwise in a properly executed addendum to this contract for Additional Services. No Additional Services or costs shall be incurred without proper written authorization of the CLIENT.
- 4.1.3. **Annual Rate Adjustment:** The payment amounts listed in this Agreement are based on the work being performed within one year of the contract date. Because of natural time delays that may be encountered in the administration and work to be performed for the project, each value will be increased at the rate of 3%, compounded annually, beginning after one year from the date of the contract and ending when that item is approved for billing.
- 4.1.4. **Reimbursable Expenses:** An estimate of reimbursable expenses ~~plus ten (10) percent~~ shall be included in the total estimate of cost for this project and as shown in **Exhibit 2**. Total estimated cost is calculated as Lump Sum plus reimbursable expenses ~~plus ten (10) percent~~. Reimbursable expenses include, but are not limited to, expenses of transportation in connection with the Project; expenses in connection with authorized out-of-town travel; expenses of printing and reproductions; postage; expenses of renderings and models requested

by the CLIENT and other costs as authorized by the CLIENT. Reimbursable expenses will not include overhead costs or additional insurance premiums.

- 4.1.5. **Sales Tax:** Compensation as provided for herein is exclusive of any sales, use or similar tax imposed by taxing jurisdictions on any amount of compensation, fees or Services. Should such taxes be imposed, the CLIENT shall reimburse the CONSULTANT in addition to the contractual amounts provided. The CLIENT shall provide tax exempt number, if required, and if requested by the CONSULTANT.
- 4.1.6. **Billing:** CONSULTANT shall bill the CLIENT monthly for services and reimbursable expenses according to **Exhibit 2**. The bill submitted by CONSULTANT shall state the services and reimbursable expenses for which payment is requested, notwithstanding any claim for interest or penalty claimed in a CONSULTANT's invoice. The CLIENT agrees to pay the CONSULTANT within ten (10) days of approval by the governing body.
- 4.1.7. **Timing of Services:** CONSULTANT will perform the Services in a timely manner according to Exhibit 2. However, if during their performance, for reasons beyond the control of the CONSULTANT, delays occur, the parties agree that they will negotiate in writing an equitable adjustment of time and compensation, taking in to consideration the impact of such delays.
- 4.1.8. **Change in Scope:** For modifications in authorized scope of services or project scope and/or modifications of drawings and/or specifications previously accepted by the CLIENT, when requested by the CLIENT and through no fault of the CONSULTANT, the CONSULTANT shall be compensated for time and expense required to incorporate such modifications at CONSULTANT's standard hourly rates. Provided, however, that any increase in contract price or contract time must be requested by the CONSULTANT and must be approved through a written supplemental agreement prior to performing such services. CONSULTANT shall correct or revise any errors or deficiencies in its designs, drawings or specifications without additional compensation when due to CONSULTANT's negligence, error or omission.
- 4.1.9. **Additional Services:** The CONSULTANT shall provide, with the CLIENT's concurrence, Services in addition to those listed in Exhibit 1 when such Services are requested in writing by the CLIENT. Prior to providing Additional Services, the CONSULTANT will submit a proposal outlining the Additional Services to be provided, and an hourly or lump sum fee adjustment. Payment to the CONSULTANT, as compensation for these Additional Services, shall be in accordance with the mutually agreed adjustment to the CONSULTANT's fee. Reimbursable expenses incurred in conjunction with Additional Services shall be paid separately and those reimbursable expenses shall be paid at cost ~~plus ten (10) percent~~. Records of reimbursable expenses and expenses pertaining to Additional Services and Services performed on an hourly basis shall be made available to the CLIENT if so requested in writing.
- 4.1.10. **Supplemental Agreement:** This Agreement may be amended to provide for additions, deletions and revisions in the Services or to modify the terms and conditions thereof by written amendment signed by both parties. The contract price and contract time may only be changed by a written supplemental agreement approved by the CLIENT, unless it is the result of an emergency situation, in which case the CLIENT may give verbal, e-mail or facsimile approval which shall be the same as written and approved supplemental agreement.

SECTION 5 – MUTUAL PROVISIONS

5.1 TERMINATION

- 5.1.1. **Notice:** The CLIENT reserves the right to terminate this Agreement for either cause or for its convenience and without cause or default on the part of the CONSULTANT, by providing written notice of such termination to the CONSULTANT. Such notice will be with Twenty Four (24) hour's notice.

Upon receipt of such notice from CLIENT, the CONSULTANT shall, at CLIENT's option as contained in the notice; Immediately cease all Services and meet with CLIENT to determine what Services shall be required of the CONSULTANT in order to bring the Project to a reasonable termination in accordance with the request of the CLIENT. The CONSULTANT shall also provide to the CLIENT digital and/or mylar copies of drawings and documents completed or partially completed at the date of termination. The CONSULTANT is entitled to terminate this agreement by providing thirty (30) days written notice.

- 5.1.2. **Compensation for Convenience Termination:** If CLIENT shall terminate for its convenience, as herein provided, CLIENT shall compensate CONSULTANT for all Services completed to date prior to receipt of the termination notice.

- 5.1.3. **Compensation for Default Termination:** If the CLIENT shall terminate for cause or default on the part of the CONSULTANT, the CLIENT shall compensate the CONSULTANT for the reasonable cost of Services completed to date of its receipt of the termination notice. Compensation shall not include anticipatory profit or consequential damages, neither of which will be allowed. The CLIENT also retains all its rights and remedies against the CONSULTANT, including, but not limited to, its rights to sue for damages, interest and attorney fees.

- 5.1.4. **Incomplete Documents:** Neither the CONSULTANT, nor its subconsultant, shall be responsible for errors or omissions in documents which are incomplete as a result of an early termination under this section, the CONSULTANT having been deprived of the opportunity to complete such documents and certify them as ready for construction and/or complete.

5.2 DISPUTE RESOLUTION

- 5.2.1. If a claim, dispute or controversy arises out of or relates to the interpretation, application, enforcement or performance of Services under this Agreement, CONSULTANT and CLIENT agree first to try in good faith to settle the dispute by negotiations between senior management of CONSULTANT and CLIENT. If such negotiations are unsuccessful, CONSULTANT and CLIENT agree to attempt to settle the dispute by good faith mediation. If the dispute cannot be settled through mediation, and unless otherwise mutually agreed, the dispute shall be settled by litigation in an appropriate court in Kansas. CLIENT and CONSULTANT hereby waive the right to trial by jury for any disputes arising out of this Agreement. Except as otherwise provided herein, each party shall be responsible for its own legal costs and attorneys' fees.

5.3 OWNERSHIP OF INSTRUMENTS OF SERVICE

- 5.3.1. Reports, drawings, plans or other documents (or copies) furnished to CONSULTANT by the CLIENT shall, at CLIENT's written request, be returned upon completion of the Services hereunder; provided, however that CONSULTANT may retain one (1) copy of all such

documents. Reports, drawings, plans, documents, software, field notes and work product (or copies thereof) in any form prepared or furnished by CONSULTANT under this Agreement are instruments of service. Exclusive ownership, copyright and title to all instruments of service remain with CONSULTANT. CLIENT's right of use of instruments of service, if any, is limited to that use on the Project. The instruments of service are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the work or on any other project.

5.4 INDEMNIFY AND HOLD HARMLESS

- 5.4.1. CLIENT shall indemnify and save CONSULTANT, its offices and employees harmless from and against any liability, claim, judgment, demand or cause of action arising out of or relating to: (i) CLIENT's breach of this Agreement; (ii) the negligent acts or omissions of CLIENT or its employees, contractors or agents; (iii) site access or damages to any surface or subterranean structures or any damage necessary for site access.
- 5.4.2. In addition, where the Services include preparation of plans and specifications and/or construction observation activities for CLIENT, CLIENT agrees to have its construction contractors agree in writing to indemnify and save harmless CONSULTANT from and against loss, damage, injury, or liability attributable to personal injury or property damage arising out of or resulting from such contractors' performance or nonperformance of their work.
- 5.4.3. CONSULTANT shall indemnify and save CLIENT and its employees and officials from loss to the extent caused or incurred as a result of the negligence, errors or omissions of the CONSULTANT, its offices or employees in performance of Services pursuant to this Agreement.

5.5 ENTIRE AGREEMENT

- 5.5.1. This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, whether oral or written, covering the same subject matter. This Agreement may not be modified or amended except in writing mutually agreed to and accepted by both parties to this Agreement.

5.6 APPLICABLE LAW

- 5.6.1. This Agreement is entered into under and pursuant to, and is to be construed and enforceable in accordance with laws of the State of Kansas.

5.7 ASSIGNMENT OF AGREEMENT

- 5.7.1. This Agreement shall not be assigned or transferred by either the CONSULTANT or the CLIENT without the written consent of the other.

5.8 NO THIRD PARTY BENEFICIARIES

- 5.8.1. Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any third party.

5.9 LIMITATION OF LIABILITY

- 5.9.1. CLIENT's exclusive remedy for any alleged breach of CLIENT's standard of care hereunder shall be to require CONSULTANT to re-perform any defective Services. Notwithstanding any other provision of this Agreement, the total liability of CONSULTANT, its officers, directors and employees for liabilities, claims, judgments, demands and causes of action arising under or related to this Agreement, whether based in contract or tort, shall be limited to the total compensation actually paid to CONSULTANT for the Services. All claims by CLIENT shall be deemed relinquished unless filed within one (1) year after completion of the Services.
- 5.9.2. CLIENT agrees that any claim for damages filed against CONSULTANT by CLIENT or any contractor or subcontractor hired directly or indirectly by CLIENT will be filed solely against CONSULTANT or its successors or assigns and that no individual person shall be made personally liable for damages in whole or in part.
- 5.9.3. CONSULTANT and CLIENT shall not be responsible to each other for any special, incidental, indirect or consequential damages (including lost profits) incurred by either CONSULTANT or CLIENT or for which either party may be liable to any third party, which damages have been or are occasioned by Services performed or reports prepared or other work performed hereunder.

5.10 COMPLIANCE WITH LAWS

- 5.10.1 CONSULTANT shall abide by known applicable federal, state and local laws, ordinances and regulations applicable to this Project until the Consulting Services required by this Agreement are complete. CONSULTANT shall secure occupational and professional licenses, permits, etc., from public and private sources necessary for the fulfillment of its obligations under this Agreement.

5.11 TITLES, SUBHEADS AND CAPITALIZATION

- 5.11.1 Titles and subheadings as used herein are provided only as a matter of convenience and shall have no legal bearing on the interpretation of any provision of the Agreement. Some terms are capitalized throughout the Agreement but the use of or failure to use capitals shall have no legal bearing on the interpretation of such terms.

5.12 SEVERABILITY CLAUSE

- 5.12.1. Should any provision of this Agreement be determined to be void, invalid or unenforceable or illegal for whatever reason, such provisions shall be null and void; provided, however that the remaining provisions of this Agreement shall be unaffected hereby and shall continue to be valid and enforceable.

5.13 FIELD REPRESENTATION

- 5.13.1. Unless otherwise expressly agreed to in writing, CONSULTANT shall not be responsible for the safety or direction of the means and methods at the contractor's project site or their employees or agents, and the presence of CONSULTANT at the project site will not relieve the contractor of its responsibilities for performing the work in accordance with applicable regulations, or in accordance with project plans and specifications. If necessary, CLIENT will advise any contractors that Consultant's Services are so limited. CONSULTANT will not assume the role of "prime contractor", "constructor", "controlling employer",

"supervisor" or their equivalents, unless the scope of such Services are expressly agreed to in writing.

5.14 HAZARDOUS MATERIALS

5.14.1. The CONSULTANT and the CONSULTANT's subconsultants shall have no responsibility for the discovery, presence, handling, removal or disposal or exposure of persons to hazardous materials in any form at the Project site.

5.15 AFFIRMATIVE ACTION

5.15.1. The CONSULTANT agrees to comply with the provisions of K.S.A. 44-1030 in the Kansas Acts Against Discrimination.

5.16 SPECIAL PROVISIONS

5.16.1. Special Provisions may be attached and become a part of this agreement as **Exhibit 3**.


IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate this _____ day of _____, 20__.

CONSULTANT:

CLIENT:

BG Consultants, Inc.

City of Edgerton, Kansas

By: 
Printed Name: David J. Hamby
Title: Vice President

By: _____
Printed Name: _____
Title: _____

END OF CONSULTANT-CLIENT AGREEMENT

EXHIBIT 1

SCOPE OF SERVICES

Project Description

The project includes preparation of a preliminary engineering report to evaluate sanitary sewer service options for the area that drains to the "Prairie Tree Sanitary Sewer Crossing" under Homestead Road. The existing watershed runs north and east from 199th and Homestead Road generally paralleling I-35 Highway.

Scope of Services

CONSULTANT will provide the following Scope of Services:

I. Preliminary Engineering Report

1. Meet with City staff to determine specific project needs and general project desires and obtain information about existing sewer lines, future improvements and other items which might influence the locations of proposed improvements. Also, receive and review available information and plans. Project budget (if available) will be provided by city staff.
2. Develop a map showing the limits of the drainage basin tributary to the Prairie Tree manhole on the east side of Homestead Road. City Staff shall provide input in the development of the map. The map shall address watershed areas for the sewer along with cross-watershed flow.
3. Work with City staff to develop anticipated land uses within the proposed drainage basin.
4. Develop expected sanitary sewer flows for the drainage basin based upon anticipated land use information. Work with City staff to determine expected flows from Gardner.
5. Develop a spreadsheet for the existing sewer line under Homestead Road showing pipe capacity, estimated peak flow and available capacity. Recommendations for pipe sizing (if needed) will be included for projected flow.
6. Develop a concept alignment for the proposed improvements. Determine concept pipe sizing based upon projected flows. Make recommendations to the City concerning alignment and other design parameters.
7. Coordinate soil testing consisting of soil borings throughout the project to depths approximating the proposed sewer flowline. Boring logs will be included in the pre-design report. The City will be presented with at least two proposals for soil testing. The City will contract directly with the Geotechnical Engineer.

8. Survey the locations and elevations of the soil borings.
9. Review alternative design concepts with the City prior to progressing to the final pre-design report. Alternative concepts shall be discussed to determine the best horizontal and vertical alignments for the project.
10. Prepare preliminary plan-profile sheets showing the concept horizontal and vertical alignment of the interceptor sewer line between the Prairie Tree manhole and the Gardner Lift Station located at 191st and Waverly. Branching lines will not be shown on the plan-profile sheets.
11. Prepare a preliminary opinion of probable construction cost for the project.
12. Prepare and deliver five (5) sets of the final pre-design report to the City along with an electronic copy of the report.
13. Be available to make a presentation to the City Council regarding the pre-design report for the proposed project.