EDGERTON CITY COUNCIL MEETING AGENDA CITY HALL, 404 EAST NELSON STREET January 28, 2016

Call to Order

- 1. **Roll Call** ____ Roberts___Longanecker ___Crooks ___Troutner ____ Brown ____ Crist
- 2. Welcome
- 3. Pledge of Allegiance

<u>Consent Agenda</u> (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 January 14, 2016
- 6. Acceptance of Easements for LPKC Sewer Interceptor Project

Regular Agenda

- 7. Public Comments. Persons who wish to address the City Council regarding items <u>not</u> on the agenda and that are under the jurisdiction of the City Council may do so when called upon by the Mayor. Comments on personnel matters and matters pending before court or other outside tribunals are not permitted. Please notify the City Clerk before the meeting if you wish to speak. Speakers are limited to three (3) minutes. Any presentation is for informational purposes only. No action will be taken.
- 8. **Declaration.** At this time Council members may declare any conflict or communication they have had that might influence their ability to impartially consider today's issues.
- 9. Donation Request from Edgerton Elementary PTO
- 10. Presentation for Consideration of Participation in the Johnson County Contractor Licensing Regulations Program

Business Requiring Action

11. CONSIDER PURCHASE OF AN OUTDOOR WARNING SIGNAL FROM BLUE VALLEY PUBLIC SAFETY THROUGH MID AMERICA REGIONAL COUNCIL'S METRO BID LIST

Motion: ______ Second: ______ Vote: ______

12. CONSIDER PURCHASE OF A NEW WATER TELEMETRY SYSTEM FROM SYSTEMS MANUFACTURING, INC.

Motion: ______ Second: ______ Vote: _____

13. CONSIDER RECESSING INTO EXECUTIVE SESSION PURSUANT TO K.S.A. 75-4319 (b) (6) FOR PRELIMINARY DISCUSSION RELATED TO ACQUISITION OF REAL PROPERTY TO INCLUDE CITY ATTORNEY AND CITY ADMINISTRATOR

Motion: Second:	Vote:
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RECONVENE INTO OPEN SESSION

14. CONSIDER ORDINANCE NO. 1009 APPROVING THE DESCRIPTION AND SURVEY OF LANDS NECESSARY FOR ACQUISITION OF EASEMENTS AND ROAD RIGHT-OF-WAY NEEDED FOR CONSTRUCTING LPKC SEWER INTERCEPTOR AND ASSOCIATED IMPROVEMENTS

Motion: ______ Second: ______ Vote: _____

15. **Report by the City Administrator**

- Big Bull Creek Park Public Meeting and Draft Recommendations JCPRD Requesting Feedback from Edgerton City Council
- Kansas Rural Water Association Conference (March 29-31) and Voting Delegate
- Designate Representative for Southwest Johnson County EDC Executive Committee and Board
- Request for Qualifications for West 8th Street Sidewalk Improvements

16. Report by the Mayor

17. Future Meeting/Event Reminders:

- February 9th 7:00 PM Planning Commission
- February 11th 7:00 PM City Council Meeting
- February 15th Presidents' Day City Hall Closed
- February 17th Noon Senior Lunch
- February 17th 5:30 7:00 PM Southwest Johnson County EDC Annual Meeting at Johnson County Community College, Regnier Center
- February 18th 6:30 PM Mayor's State of the City Address at Edgerton City Hall
- February 22nd 4:30 to 7:00 PM Big Bull Creek Public Open House at New Century Fieldhouse
- February 25th 7:00 PM City Council Meeting

18. CONSIDER RECESSING INTO EXECUTIVE SESSION PURSUANT TO K.S.A. 75-4319 (b) (6) FOR PRELIMINARY DISCUSSION RELATED TO ACQUISITION OF REAL PROPERTY TO INCLUDE CITY ATTORNEY, CITY ADMINISTRATOR AND COMMUNITY DEVELOPMENT DIRECTOR

Motion: ______ Second: _____ Vote: _____

RECONVENE INTO OPEN SESSION

19. CONSIDER RECESSING INTO EXECUTIVE SESSION PURSUANT TO K.S.A. 75-4319 (b) (2) FOR CONSULTATION WITH AN ATTORNEY DEEMED PRIVILEGED IN THE ATTORNEY-CLIENT RELATIONSHIP TO INCLUDE CITY ATTORNEY, CITY ADMINISTRATOR AND FINANCIAL ADVISOR

Motion: ______ Second: ______ Vote: ______

RECONVENE INTO OPEN SESSION

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

City of Edgerton, Kansas Minutes of City Council Regular Session January 14, 2016

A Regular Session of the City Council was held in the Edgerton City Hall, 404 E. Nelson, Edgerton, Kansas on January 14, 2016. 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
Darius Crist	present
Clay Longanecker	present
Cindy Crooks	present
Jody Brown	absent

With a quorum present, the meeting commenced.

Staff in attendance:Community Development Director Kenny CookCity Attorney Patrick ReaveyEdgerton Park & Recreation Coordinator Tegan MeadorsJohnson County Sheriff Department Representative

2. WELCOME AND PLEDGE OF ALLEGIANCE

Chad Courtois, chair person for the American Public Works Association was here representing the APWA Rodeo. After some explanation about the rodeo, safety, training, and competition he talked about the "Rookie of the year". He then introduced Collin Williams public works employee for the City of Edgerton and presented him with a Jacket, for being the" Rookie of the year". Mayor Roberts thanked Mr. Courtois for attended the meeting and for chairing the APWA rodeo, as it is a great event. Mayor Roberts, congratulated Collin Williams for representing the City of Edgerton and receiving the "Rookie of the Year"

3. CONSENT AGENDA

Agenda Approval

- 4. Approve City Council Meeting Minutes December 10, 2015
- 5. Approve the appointment of Desiree Goans to Planning Commission
- 6. Approve Animal Permit for Glyn Powers at 1606 West 8th Street
- 7. Approve Animal Permit for Darius Crist at 510 West Braun Street
- 8. Approve Animal Permit for H.M. and B.K. Damet for 202 West 8th Street

9. Approve Animal Permit for Jarold and Sharon Owens at 410 West Braun

10. Approve Animal Permit for Marvin Vail at 1405 West 8th Street

11. Approve Animal Permit for Michael Mabrey at 1200 West Braun

12. Approve Animal Permit for Rick Magee at 1301 West 8th Street

Mayor Roberts asked that items five and seven be removed from the Consent Agenda.

Motion by Longanecker, seconded by Troutner that the consent agenda be approved after the removal of items five and seven.

Motion approved 4-0.

Mayor Roberts asked that item five be removed from the consent agenda so he could introduce Desiree Goans to the Council as the newly appointed planning commissioner. The Mayor thanked Ms. Goans for her interest in the planning commission.

Motion by Longanecker, seconded by Crooks, to approve the appointment of Desiree Goans to the planning commission.

Motion was approved, 4-0.

Item seven, to approve animal permit for Darius Crist at 510 West Braun Street was removed from the consent agenda so that council member Crist could abstain and remove himself from the council chambers.

Council member Crist left the council chambers.

Motion by Crooks, seconded by Longanecker, to approve the animal permit for Darius Crist at 510 West Braun Street.

Motion by approved, 3-0. Council member Crist abstained.

13. PUBLIC COMMENTS

Desi Goans, Parent Teacher Organization at Edgerton Elementary was present to ask the Mayor and Council for donations for the school. The first donation would be for a hamster and supplies for the new program at the school, one school-one book. The book chosen at Edgerton Elementary is about a hamster, a hamster has been purchased to visit each classroom so that the children can talk and write about the activities of the hamster. This item has been tabled until the next meeting.

The second donation that Ms. Goans is asking for is a three hundred dollar donation for the school carnival. This item was also tabled until the next meeting.

Mike Sleister, 400 1st street was present to talk about dogs and the new fee ordinance that was recently passed. He voiced his concerns about the definition of breeders, the fee schedule, number of litters per year, the fee for spay and neuter and many other items. Discussion of the animal ordinance and changes will be on the next meeting agenda.

Mayor Roberts addressed the Westboro Baptist Church situation that is supposed to take place in Edgerton on this Sunday. The Johnson County Sheriff's Department will handle any problems that arise this weekend. Captain Mark Rokusek addressed the meeting with information about the Westboro Church saying that they will probably have 8-10 members here and protest approximately 45 minutes.

Mayor Roberts talked about the Edgerton Historical Society Membership Drive for 2016. The dues are \$20.00 a year and the EHS needs money and volunteers. The next meeting of the EHS is Monday the 18th of January 2016 at the Edgerton Community Building.

14. DECLARATION

No other declarations than the previous by Darius Crist about his animal permit.

15. Presentation of 2015 Holiday Home Decorating Contest Winners

Tegan Meadors, Edgerton Park and Recreation Coordinator spoke about the Holiday Home Decoration Contest. In 2015 there were 10 homes registered, and hopeful that next year will bring more homes to the contest. The winners received yard signs stating that they were the 2015 winners; First Place winner - Kathy Hill, Second Place winner – Gary Gillard, Third Place winner – Charlie Crooks. The winners were presented with a check and the Mayor offered his congratulations to the winners. The Mayor offered a thank you to Tegan Meadors for organizing the event.

BUSINESS REQUIRING ACTION

16. AGREEMENT WITH THE SOUTHWEST JOHNSON COUNTY ECONOMIC DEVELOPMENT CORPORATION TO PROVIDE ECONOMIC DEVELOPMENT SERVICES FOR FISCAL YEAR 2016 AND AUTHORIZE THE MAYOR TO EXECUTE THE AGREEMENT WAS CONSIDERED.

Kenny Cook, Community Development Director introduced Greg Martinette, President of the Southwest Johnson County Economic Development Corporation was here to make a presentation about the agreement between the City of Edgerton and the SWJCEDC. Mr. Martinette introduced his two part time people, Krista Klaus and Randy Tedford, who is now on board with the staff to help with the real estate data base and doing calls on businesses. The SWJCEDC had a great year in 2015 and are looking forward to an even better year in 2016.

Motion by Crooks, seconded by Crist, to approve the agreement with the Southwest Johnson County Economic Development Corporation to provide economic development services for fiscal year 2016 and authorize the Mayor to execute the agreement, with one change in paragraph four, the date needs to be changed from 2015 to 2016. Motion was approved, 4-0.

17. ORDINANCE NO. 1008 AUTHORIZING THE CITY OF EDGERTON, KANSAS, TO ISSUE INDUSTRIAL REVENUE BONDS (ELHC XV, LLC PROJECT) SERIES 2016, IN AN AGGREGATE MAXIMUM PRINCIPAL AMOUNT NOT TO EXCEED \$25,200,000, FOR THE PURPOSE OF PROVIDING FUNDS TO PAY THE COST OF ACQUIRING, PURCHASING, CONSTRUCTING, INSTALLING AND EQUIPPING A COMMERCIAL PROJECT, CONSISTING OF A WAREHOUSE AND DISTRIBUTION FACILITY, INCLUDING LAND, BUILDINGS, STRUCTURES, IMPROVEMENTS, FIXTURES, MACHINERY AND EQUIPMENT; AUTHORIZING THE CITY TO ENTER INTO A TRUST INDENTURE WITH THE TRUSTEE SET FORTH THEREIN; AUTHORIZING THE CITY TO ENTER INTO A LEASE AGREEMENT WITH ELHC XV, LLC; AUTHORIZING THE CITY TO ENTER INTO A BOND PURCHASE AGREEMENT IN CONNECTION WITH THE BONDS, AND AUTHORIZING AND APPROVING THE EXECUTION OF CERTAIN DOCUMENTS AND THE TAKING OF OTHER ACTIONS IN CONNECTION WITH THE ISSUANCE OF THE BONDS WAS CONSIDERED.

Scott Anderson, Bond Counsel for the City of Edgerton was present to discuss Industrial Revenue Bonds Series 2016 for ELHC XV, LLC. This set of IRB's is like the others and there were no questions or discussion.

Motion by Longanecker, seconded by Crooks to approve Ordinance No. 1008 authorizing the City of Edgerton, Kansas to issue industrial revenue bonds (ELHC XV, LLC project) series 2016, in an aggregate maximum principal amount not to exceed \$25,200,000.

Motion was approved, 4-0.

18. RESOLUTION NO. 01-14-16A PURSUANT TO K.S.A. 26-201 SETTING FORTH THE NECESSITY FOR CONDEMNATION OF PRIVATE PROPERTY AND AUTHORIZING PREPARATION OF A SURVEY AND LEGAL DESCRIPTIONS OF THE PROPERTY TO BE CONDEMNED WAS CONSIDERED.

Kenny Cook, Community Development Director explained that easements are necessary for the LPKC Sewer Interceptor and associated improvements with the City and Johnson County, Kansas. The first step in condemnation proceedings is to pass a resolution confirming the necessity for condemnation and authorizing the preparation of survey and legal descriptions. Staff would anticipate that any remaining easement not acquired by the January 28, 2016 City Council meeting would be included in the ordinance to authorize the use of condemnation.

Motion by Crooks, seconded by Longanecker to approve Resolution No. 01-14-16A pursuant to K.S.A. 26-201 setting forth the necessity for condemnation of private property and authorizing preparation of a survey and legal descriptions of the property to be condemned.

Motion by Crooks, seconded by Longanecker, to approve Resolution No. 01-14-16A pertaining to condemnation.

Motion was approved, 4-0.

19. REPORT BY THE CITY ADMINISTRATOR

Beth Linn, City Administrator is not present. Kenny Cook, Community Development Director has the report for the administrator, including a report on January Utility Bills Posting online and the emails that go out with the online bills. There was an issue with the January 1st upload of the bills. In the discussion with the Mayor and council, it was decided to wave the late fees and not to do any disconnects in the month of January 2016.

Motion by Longanecker, seconded by Crist to wave the late fees and not to do any disconnects in the month of January 2016.

Motion was approved, 4-0.

A Reminder about the Hiring Fair at the Learning & Career Center on January 21st from 4:00 -7:00 pm. The Learning & Career Center is in the South East corner of Jet.Com Building.

20. REPORT BY THE MAYOR

The Mayor introduced Nathan Eggleston, who is the administrator for the City of Edgerton Page on Facebook.

The Waverly Road Project is requesting an extension from 12/31/2015 to 07/01/2016. A change order #1 was handed out at the meeting for the Design/Build Agreement with Clarkson Construction Company to extend the completion date for the construction of Waverly Road to July 1, 2016. The change order does not include a change in the original Contract Sum that was approved as part of the Guaranteed Maximum Price.

Motion by Longanecker, seconded by Crist, to approve the Change Order #1 with Clarkson Construction.

Motion was approved, 4-0.

21. FUTURE MEETING/EVENT REMINDERS:

- January 12th 7:00 pm Planning Commission
- January 20th Noon Senior Lunch
- January 21st 4:00-7:00 PM; Learning and Career Center Hiring Fair (30750 West 191st Street in SE corner of Jet building)
- January 28th 7:00 pm City Council Meeting

22. EXECUTIVE SESSION

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

Motion was approved, 4-0

Meeting recessed at 8:50 pm.

City of Edgerton Regular Session Minutes January 14, 2016 Page 6

Motion by Crooks, seconded by Longanecker, to return from executive session. No action taken.

Meeting reconvened at 8:58 pm.

23. ADJOURN

Motion by Crooks, seconded by Troutner, to adjourn.

Motion was approved, 4-0

Meeting adjourned at 9:00 pm.

Janeice L. Rawles, CMC City Clerk

Approved by the Governing Body on _____

City Project No. LPKC Sewer Interceptor Parcel No. BF221503-3005

PERMANENT SANITARY SEWER EASEMENT

THIS AGREEMENT, Made and entered into this _____ day of _____, 2016, by and between **EDGERTON LAND HOLDING COMPANY, LLC**, a Kansas limited liability company, hereinafter called Grantor, and the **CITY OF EDGERTON, KANSAS**, a Municipal Corporation, located in the County of Johnson, State of Kansas, hereinafter called Grantee.

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

SECTION ONE GRANT OF PERMANENT EASEMENT

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

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

SECTION TWO RESTRICTED USE BY GRANTOR

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

SECTION THREE WARRANTY OF TITLE

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

SECTION FOUR EFFECT OF AGREEMENT

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

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

GRANTOR:

EDGERTON LAND HOLDING COMPANY, LLC,

a Kansas limited liability company

By:	$ \rightarrow $
Printed Name: N	schappie 1 Have dorn
Title: <u>man</u>	
Street Address:	SOIS NW CANAL St. Ske 200
City, State & Zip:	Riverside no 64150.

GRANTEE:

CITY OF EDGERTON, KANSAS,

A Municipal Corporation

By: ______ Beth Linn, City Administrator

ATTEST:

Janeice Rawles, City Clerk

(SEAL)

ACKNOWLEDGMENT

STATE OF <u>Missouri</u>) COUNTY OF <u>Plate</u>) ss:

BE IT REMEMBERED, That on this $11^{+/-}$ day of 1anuary 2016, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came <u>Nuthanin Haardorn</u> (Name), <u>Manage</u> (Title) of EDGERTON LAND HOLDING COMPANY, LLC, a Kansas limited liability company, who is personally known to me to be the same person who executed as such officer/member the foregoing instrument of writing on behalf of said entity and said person duly acknowledged the execution of the same to be the act and deed of said entity.

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

ather K. Notary Public HEATHER R PFENDER Notary Public, Notary Seal

State of Missour

Clay County Commission # 15633521 Mv Commission Expires February 24, 2019

My Appointment Expires:

t-ebnan 24, 2019

ACKNOWLEDGMENT

STATE OF KANSAS)) ss: COUNTY OF JOHNSON)

BE IT REMEMBERED, That on this ______ day of ______, 2016, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came **BETH LINN**, City Administrator of the City of Edgerton, Kansas, and **JANEICE RAWLES**, City Clerk of said City, who are personally known to me to be the same persons who executed, as such officers, the within instrument on behalf of said City, and such persons duly acknowledged the execution of the same to be the act and deed of said City.

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

Notary Public

My Appointment Expires:

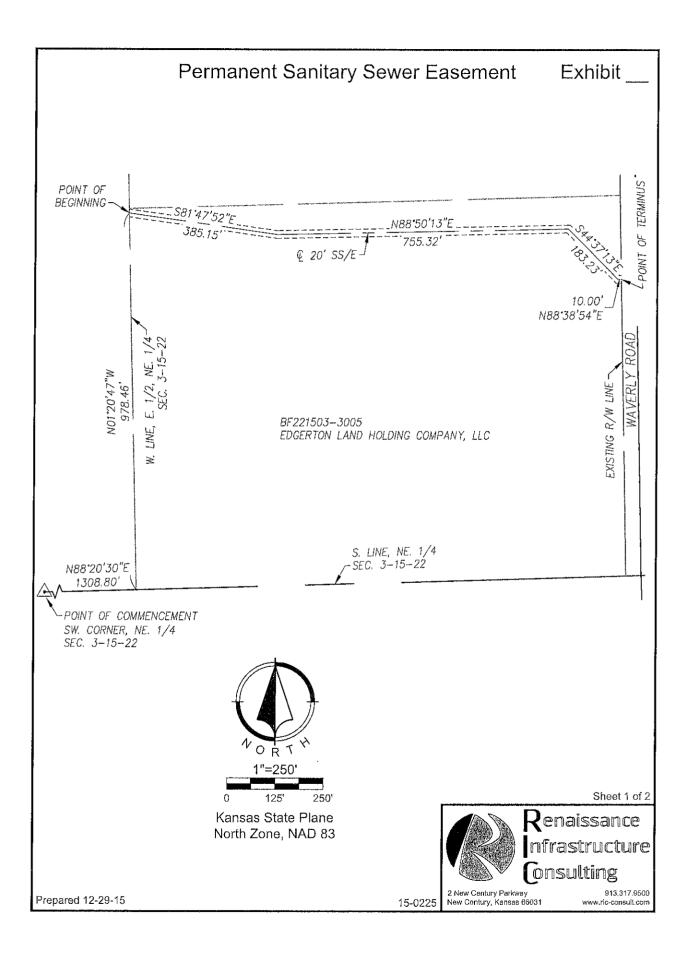
EXHIBIT A

PERMANENT SANITARY SEWER EASEMENT

A strip of land 20 feet in width and being a part of the Northeast Quarter of Section 3, Township 15 South, Range 22 East, in the City of Edgerton, Johnson County, Kansas, lying 10 feet on each side of the following described centerline:

Commencing at the southwest corner of said Northeast Quarter; thence North 88°20'30" East, coincident with the south line of said Northeast Quarter, 1308.80 feet; thence departing said south line, North 01°20'47" West, coincident with the west line of the east half of said Northeast Quarter, 978.46 feet to the Point of Beginning; thence departing said west line, South 81°47'52" East, 385.15 feet; thence North 88°50'13" East, 755.32 feet; thence South 44°37'13" East, 183.23 feet; thence North 88°38'54" East, 10.00 feet to a point on the west right-of-way line of Waverly Road, as it now exists, and there terminating, containing 26,674 square feet, more or less.

The outer boundary lines described above shall either be truncated or extended to terminate at the lines which contain the points of beginning and terminus, and at angle points, as not to leave any areas of void or overlapping.



City Project No. LPKC Sewer Interceptor Parcel No. BF221503-3005

TEMPORARY CONSTRUCTION EASEMENT

THIS AGREEMENT, Made and entered into this _____ day of _____, 2016, by and between **EDGERTON LAND HOLDING COMPANY, LLC**, a Kansas limited liability company, and the **CITY OF EDGERTON, KANSAS**, a Municipal Corporation, located in the County of Johnson, State of Kansas, hereinafter called Grantee.

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

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

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

This Temporary Construction Easement shall be for a two (2) year period starting with the date of the Construction Work Order (CWO) which begins the project and expiring two (2) years thereafter, or May 1, 2018, whichever is the earliest date. Grantors agree that if the project is delayed and not completed within the temporary construction easement area prior to the expiration date set forth herein, Grantee, upon the filing of an Affidavit of Notice of Extension of Temporary Construction Easement with the Record and Tax Administration in Johnson County, Kansas, shall be granted a period of time not to exceed one (1) year from the original expiration date, to complete said project within the temporary construction easement area exceed a time period of two years.

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

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

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

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

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

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

TO THESE COVENANTS, the Grantors do hereby consent and agree.

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

GRANTOR:

EDGERTON LAND HOLDING COMPANY, LLC,

a Kansas limited liability company

By:
Printed Name: Nathani Hagdom
Title:Manager
Street Address: <u>SUSNW (anci st. Str200</u> City, State & Zip: RW(sdr MO 64150
City, State & Zip: <u>Kiwsde mo 64 iso</u>

GRANTEE:

CITY OF EDGERTON, KANSAS,

A Municipal Corporation

By:_____ Beth Linn, City Administrator

ATTEST:

Janeice Rawles, City Clerk

(SEAL)

ACKNOWLEDGMENT

STATE OF <u>Missouri</u>) COUNTY OF <u>Dig He</u>) ss:

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

Notary Publ

Notary Seal

County

Commission # 15633521 My Commission Expires February 24, 2019

My Appointment Expires:

February 24,2019

ACKNOWLEDGMENT

STATE OF KANSAS)) ss: COUNTY OF JOHNSON)

BE IT REMEMBERED, That on this ______ day of ______, 2016, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came **BETH LINN**, City Administrator of the City of Edgerton, Kansas, and **JANEICE RAWLES**, City Clerk of said City, who are personally known to me to be the same persons who executed, as such officers, the within instrument on behalf of said City, and such persons duly acknowledged the execution of the same to be the act and deed of said City.

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

Notary Public

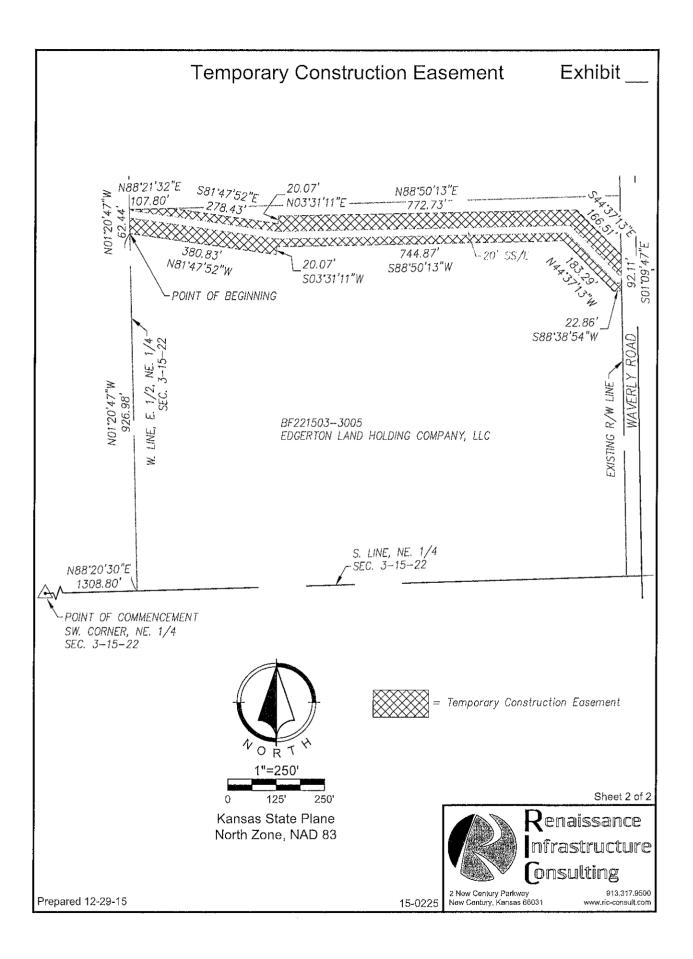
My Appointment Expires:

EXHIBIT A

TEMPORARY CONSTRUCTION EASEMENT

All that part of the Northeast Quarter of Section 3, Township 15 South, Range 22 East, in the City of Edgerton, Johnson County, Kansas, more particularly described as follows:

Commencing at the southwest corner of said Northeast Quarter; thence North 88°20'30" East, coincident with the south line of said Northeast Quarter, 1308.80 feet; thence departing said south line, North 01°20'47" West, coincident with the west line of the east half of said Northeast Quarter, 926.98 feet to the Point of Beginning; thence continuing North 01°20'47" West, 62.44 feet; thence departing said west line, North 88°21'32" East, coincident with the north property line of the subject parcel, 107.80 feet; thence departing said north line, South 81°47'52" East, 278.43 feet; thence North 03°31'11" East, 20.07 feet; thence North 88°50'13" East, 772.73 feet; thence South 44°37'13" East, 166.51 feet to a point on the west right-of-way line of Waverly Road, as it now exists; thence South 01°09'47" East, 92.11 feet; thence North 44°37'13" West, 183.29 feet; thence South 88°50'13" West, 744.87 feet; thence South 03°31'11" West, 20.07 feet; thence North 81°47'52" West, 380.83 feet to the Point of Beginning, less that part in Permanent Sanitary Sewer Easement, containing 78,811 square feet, more or less.



City Project No. LPKC Sewer Inteceptor Parcel No. BF221503-1003

PERMANENT SANITARY SEWER EASEMENT

THIS AGREEMENT, Made and entered into this 19^{th} day of 3ANVAry, 2016, by and between **CY EDGERTON LLC**, a Kansas limited liability company, hereinafter called Grantor, and the **CITY OF EDGERTON**, **KANSAS**, a Municipal Corporation, located in the County of Johnson, State of Kansas, hereinafter called Grantee.

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

SECTION ONE GRANT OF PERMANENT EASEMENT

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

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

SECTION TWO RESTRICTED USE BY GRANTOR

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

SECTION THREE WARRANTY OF TITLE

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

SECTION FOUR EFFECT OF AGREEMENT

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

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

GRANTOR:

CY EDGERTON LLC, a Kansas limited liability company

Bv: 🦳 👘 Printed Name: Joshua Cooley

Title: MANAGE Street Address: 20012 W. South City, State & Zip: Wilmington

GRANTEE:

CITY OF EDGERTON, KANSAS, A Municipal Corporation

Ву: ___

Beth Linn, City Administrator

ATTEST:

Janeice Rawles, City Clerk

(SEAL)

ACKNOWLEDGMENT

STATE OF Minnos) ss: COUNTY OF

BE IT REMEMBERED, That on this day of day of

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

My Appointment Expires:

ACKNOWLEDGMENT

OFFICIAL SEAL MISTY HUDEK GIORDANO TOTZKE NOTARY PUBLIC, STATE OF ILLINOIS My Commission Expires Oct. 23, 2019

STATE OF KANSAS)) ss: COUNTY OF JOHNSON)

BE IT REMEMBERED, That on this ______ day of ______, 2016, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came **BETH LINN**, City Administrator of the City of Edgerton, Kansas, and **JANEICE RAWLES**, City Clerk of said City, who are personally known to me to be the same persons who executed, as such officers, the within instrument on behalf of said City, and such persons duly acknowledged the execution of the same to be the act and deed of said City.

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

Notary Public

My Appointment Expires:

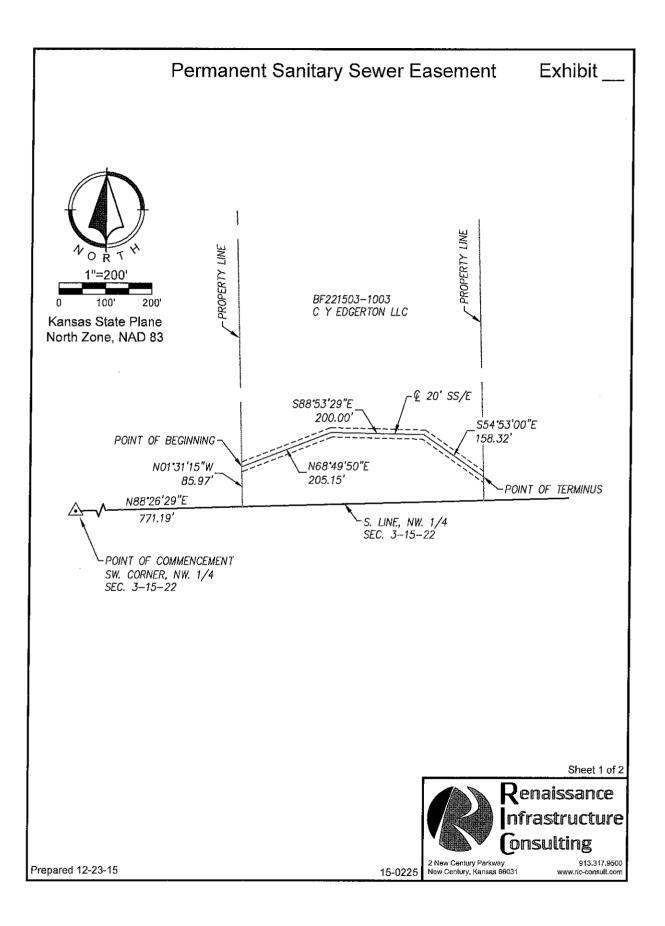
EXHIBIT A

PERMANENT SANITARY SEWER EASEMENT

A strip of land 20 feet in width and being a part of the Northwest Quarter of Section 3, Township 15 South, Range 22 East, in the City of Edgerton, Johnson County, Kansas, lying 10 feet on each side of the following described centerline:

Commencing at the southwest corner of said Northwest Quarter; thence North 88°26'29" East, coincident with the south line of said Northwest Quarter, 771.19 feet; thence departing said south line, North 01°31'15" West, coincident with the west property line of the subject parcel, 85.97 feet to the Point of Beginning; thence departing said property line, North 68°49'50" East, 205.15 feet; thence South 88°53'29" East, 200.00 feet; thence South 54°53'00" East, 158.32 feet to a point on the east property line of the subject parcel and there terminating, containing 11,270 square feet, more or less.

The outer boundary lines described above shall either be truncated or extended to terminate at the lines which contain the points of beginning and terminus, and at angle points, as not to leave any areas of void or overlapping.



City Project No. LPKC Sewer Inteceptor Parcel No. BF221503-1003

TEMPORARY CONSTRUCTION EASEMENT

THIS AGREEMENT, Made and entered into this 19^{-12} day of J_{AVVAry} , 2016, by and between CY EDGERTON LLC, a Kansas limited liability company, hereinafter called Grantor, and the **CITY OF EDGERTON**, **KANSAS**, a Municipal Corporation, located in the County of Johnson, State of Kansas, hereinafter called Grantee.

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

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

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

This Temporary Construction Easement shall be for a two (2) year period starting with the date of the Construction Work Order (CWO) which begins the project and expiring two (2) years thereafter, or May 1, 2018, whichever is the earliest date. Grantors agree

that if the project is delayed and not completed within the temporary construction easement area prior to the expiration date set forth herein, Grantee, upon the filing of an Affidavit of Notice of Extension of Temporary Construction Easement with the Record and Tax Administration in Johnson County, Kansas, shall be granted a period of time not to exceed one (1) year from the original expiration date, to complete said project within the easement area. In no event shall the actual work of the project within the temporary construction easement area exceed a time period of two years.

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

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

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

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

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

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

TO THESE COVENANTS, the Grantors do hereby consent and agree.

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

GRANTOR:

CY EDGERTON LLC, a Kansas limited liability company

Bv: 🤇 Printed Name: Joshua Cooken Title: MANAger Street Address: 20012 W. South Arsenal City, State & Zip: Wilminston, IL 60481

GRANTEE:

CITY OF EDGERTON, KANSAS, A Municipal Corporation

By:_

Beth Linn, City Administrator

ATTEST:

Janeice Rawles, City Clerk

(SEAL)

ACKNOWLEDGMENT

STATE OF) ss: COUNTY OF

BE IT REMEMBERED, That on this ______ day of ______ 2016, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came _______ (Name), ______ (Name), ______ (Title) of CY EDGERTON LLC, a Kansas limited liability company, who is personally known to me to be the same person who executed as such officer/member the foregoing instrument of writing on behalf of said entity and said person duly acknowledged the execution of the same to be the act and deed of said entity.

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

My Appointment Expires:

ACKNOWLEDGMENT

OFFICIAL SEAL MISTY HUDEK GIORDANO TOTZKE NOTARY PUBLIC, STATE OF ILLINOIS My Commission Expires Oct. 23, 2019

STATE OF KANSAS)) ss: COUNTY OF JOHNSON)

BE IT REMEMBERED, That on this ______ day of ______, 2012, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came **BETH LINN**, City Administrator of the City of Edgerton, Kansas, and **JANEICE RAWLES**, City Clerk of said City, who are personally known to me to be the same persons who executed, as such officers, the within instrument on behalf of said City, and such persons duly acknowledged the execution of the same to be the act and deed of said City.

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

Notary Public

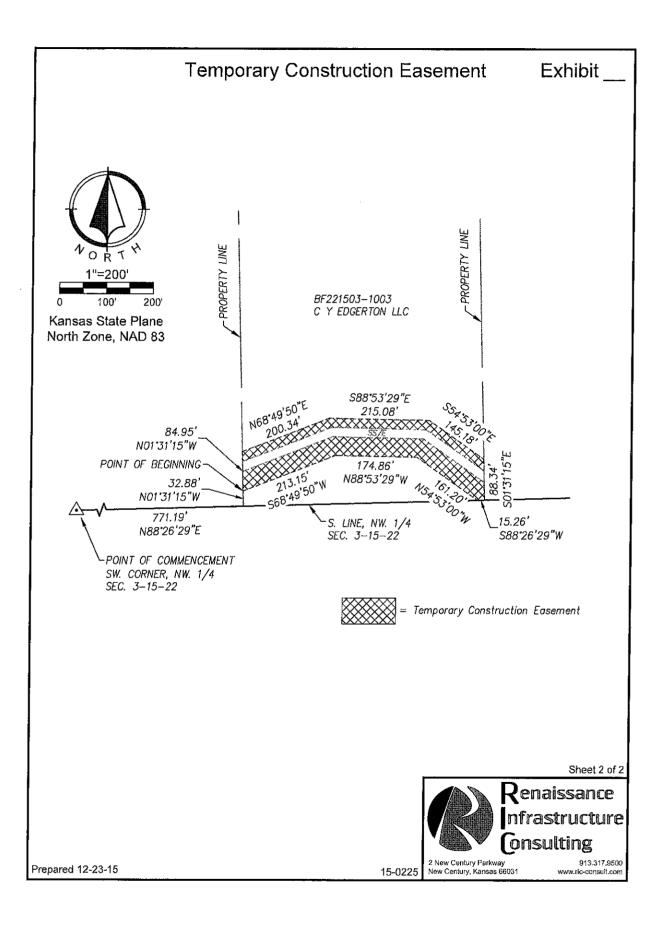
My Appointment Expires:

EXHIBIT A

Temporary Construction Easement

All that part of the Northwest Quarter of Section 3, Township 15 South, Range 22 East, in the City of Edgerton, Johnson County, Kansas, more particularly described as follows:

Commencing at the southwest corner of said Northwest Quarter; thence North 88°26'29" East, coincident with the south line of said Northwest Quarter, 771.19 feet; thence departing said south line, North 01°31'15" West, coincident with the west property line of the subject parcel, 32.88 feet to the Point of Beginning; thence continuing North 01°31'15" West, coincident with said west property line, 84.95 feet; thence departing said west property line, North 68°49'50" East, 200.34 feet; thence South 88°53'29" East, 215.08 feet; thence South 54°53'00" East, 145.18 feet to a point on the east property line of the subject parcel; thence South 01°31'15" East, coincident with said east property line, 88.34 feet to a point on the south line of said Northwest Quarter; thence South 88°26'29" West, coincident with said south line, 15.26 feet; thence departing said south line, North 54°53'00" West, 161.20 feet; thence North 88°53'29" West, 174.86 feet; thence South 68°49'50" West, 213.15 feet to the Point of Beginning, less that part in Permanent Sanitary Sewer Easement, containing 33,797 square feet, more or less.



City Project No. LPKC Sewer Interceptor Parcel No. BF221503-1001

PERMANENT SANITARY SEWER EASEMENT

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THIS AGREEMENT, Made and entered into this <u>22</u> day of <u>Tanuary</u> 2016, by and between Omar J. Holtgraver and India L. Holtgraver, Trustees of the **OMAR J. HOLTGRAVER AND INDIA L. HOLTGRAVER REVOCABLE TRUST**, acting pursuant to the powers to convey realty granted under said trust, its successors, administrators, and assigns, hereinafter called Grantor, and the **CITY OF EDGERTON**, **KANSAS**, a Municipal Corporation, located in the County of Johnson, State of Kansas, hereinafter collectively called Grantee.

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

SECTION ONE GRANT OF PERMANENT EASEMENT

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

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

SECTION TWO RESTRICTED USE BY GRANTOR

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

SECTION THREE WARRANTY OF TITLE

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

SECTION FOUR EFFECT OF AGREEMENT

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

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

GRANTOR:

OMAR J. HOLTGRAVER AND INDIA L. HOLTGRAVER REVOCABLE TRUST

Bv: 1 muster

Printed Name: Omar J. Holtgraver

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Printed Name: India L. Holtgraver Street Address: 1979 Haskelf Road City, State & Zip: Ottawa, KS 66067

GRANTEE:

CITY OF EDGERTON, KANSAS, A Municipal Corporation

By:_

Beth Linn, City Administrator

ATTEST: lıs 1th Janeice Rawles: City Clerk OF EDG JOHNSON COUNTY

ACKNOWLEDGMENT

STATE OF KANSAS)) ss: COUNTY OF JOHNSON)

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BE IT REMEMBERED, That on this <u>72</u> day of <u>Januar</u>, 2016, before me, the undersigned, a Notary Public within and for the County and State aforesaid, came **OMAR J. HOLTGRAVER** and **INDIA L. HOLTGRAVER**, as Trustees of the Omar J. Holtgraver and India L. Holtgraver Revocable Trust, to me personally known to be the identical persons who executed the above and foregoing instrument and who acknowledged the execution of the same on behalf of said Trust.

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

A JENNIFER N. WALFORD Notary Public - State of Kansas My Appt. Expires 10-3-110

My Appointment Expires:

ACKNOWLEDGMENT

STATE OF KANSAS

)) ss:)

BE IT REMEMBERED, That on this <u>ZZ</u> day of <u>Junury</u>, 2016, before me, the undersigned, a Notary Public in and for the County and State)aforesaid, came **BETH LINN**, City Administrator of the City of Edgerton, Kansas, and **JANEICE RAWLES**, City Clerk of said City, who are personally known to me to be the same persons who executed, as such officers, the within instrument on behalf of said City, and such persons duly acknowledged the execution of the same to be the act and deed of said City.

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

Notary Public

My Appointment Expires:

EXHIBIT A

PERMANENT SANITARY SEWER EASEMENT

A strip of land 20 feet in width and being a part of the Northwest Quarter of Section 3, Township 15 South, Range 22 East, in the City of Edgerton, Johnson County, Kansas, lying 10 feet on each side of the following described centerline:

Commencing at the southwest corner of said Northwest Quarter; thence North 88°26'29" East, coincident with the south line of said Northwest Quarter, 561.17 feet to the Point of Beginning; thence departing said south line, North 50°38'29" East, 33.56 feet; thence North 68°49'50" East, 194.85 feet to a point on the east property line of the subject parcel and there terminating, containing 4,568 square feet, more or less.

The outer boundary lines described above shall either be truncated or extended to terminate at the lines which contain the points of beginning and terminus, and at angle points, as not to leave any areas of void or overlapping.

City Project No. LPKC Sewer Interceptor Parcel No. BF221503-1001

TEMPORARY CONSTRUCTION EASEMENT

THIS AGREEMENT, Made and entered into this $\underline{22}$ day of $\underline{J_{AnvALY}}$, 2016, by and Omar J. Holtgraver and India L. Holtgraver, Trustees of the **OMAR J. HOLTGRAVER AND INDIA L. HOLTGRAVER REVOCABLE TRUST**, acting pursuant to the powers to convey realty granted under said trust, its successors, administrators, and assigns, hereinafter called Grantor, and the **CITY OF EDGERTON**, **KANSAS**, a Municipal Corporation, located in the County of Johnson, State of Kansas, hereinafter called Grantee.

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

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

The above described easement is to be used for the purpose of constructing, grading, improving, reconstructing and inspecting the project shown by the plans of said

proposed improvement. This Temporary Construction Easement includes the right of ingress and egress in, on, over, under and through the above-described real estate.

This Temporary Construction Easement shall be for a two (2) year period starting with the date of the Construction Work Order (CWO) which begins the project and expiring two (2) years thereafter, or May 1, 2018, whichever is the earliest date. Grantors agree that if the project is delayed and not completed within the temporary construction easement area prior to the expiration date set forth herein, Grantee, upon the filing of an Affidavit of Notice of Extension of Temporary Construction Easement with the Record and Tax Administration in Johnson County, Kansas, shall be granted a period of time not to exceed one (1) year from the original expiration date, to complete said project within the temporary construction easement area. In no event shall the actual work of the project within the temporary construction easement area exceed a time period of two years.

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

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

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

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

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

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

TO THESE COVENANTS, the Grantors do hereby consent and agree.

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

GRANTOR:

OMAR J. HOLTGRAVER AND INDIA L. HOLTGRAVER REVOCABLE TRUST

By: (Tanter have Printed Name: Omar J. Holtgraver

ALAN Bv: \

Printed Name: India L. Holtgraver Street Address: 1979 Haskell Road City, State & Zip: Ottawa, KS 66067

GRANTEE:

CITY OF EDGERTON, KANSAS,

A Municipal Corporation

By:

Beth Linn, City Administrator

ATTEST:

eice Ra (SEAL ALLER AND 10HNSO. ANSAS ANTIMAN COUNT

ACKNOWLEDGMENT

) ss:

STATE OF KANSAS

COUNTY OF JOHNSON

BE IT REMEMBERED, That on this <u>22</u> day of <u>Januaru</u>, 2016, before me, the undersigned, a Notary Public within and for the County and State aforesaid, came **OMAR J. HOLTGRAVER** and **INDIA L. HOLTGRAVER**, as Trustees of the Omar J. Holtgraver and India L. Holtgraver Revocable Trust, to me personally known to be the identical persons who executed the above and foregoing instrument and who acknowledged the execution of the same on behalf of said Trust.

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

JENNIFER N. WALFORD Notary Public - State of Kansas My Appl. Expires 10 - 3 - 10 My Appointment Expires:

ACKNOWLEDGMENT

STATE OF KANSAS)
) ss:
COUNTY OF JOHNSON)

BE IT REMEMBERED, That on this <u>22</u> day of <u>Jahuan</u>, 2016, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came **BETH LINN**, City Administrator of the City of Edgerton, Kansas, and **JANEICE RAWLES**, City Clerk of said City, who are personally known to me to be the same persons who executed, as such officers, the within instrument on behalf of said City, and such persons duly acknowledged the execution of the same to be the act and deed of said City.

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

Notary Public

My Appointment Expires:

EXHIBIT A

TEMPORARY CONSTRUCTION EASEMENT

All that part of the Northwest Quarter of Section 3, Township 15 South, Range 22 East, in the City of Edgerton, Johnson County, Kansas, more particularly described as follows:

Commencing at the southwest corner of said Northwest Quarter; thence North 88°26'29" East, coincident with the south line of said Northwest Quarter, 512.23 feet to the Point of Beginning; thence departing said south line, North 50°38'29" East, 77.04 feet; thence North 68°49'50" East, 210.37 feet to a point on the east property line of the subject parcel; thence South 01°31'15" East, coincident with said east property line, 84.95 feet; thence departing said east property line, South 68°49'50" West, 97.96 feet to a point on the south line of said Northwest Quarter; thence South 88°26'29" West, coincident with said south line, 166.71 feet to the Point of Beginning, less that part in Permanent Sanitary Sewer Easement, containing 11,701 square feet, more or less.

AGENDA ITEM INFORMATION FORM

Agenda Item: Presentation for Consideration of Participation in the Johnson County Contractor Licensing Regulations Program.

Department: Community Development

Background/Description of Item:

Contractor Licensing Regulation Adoption.

In order to safeguard life, health, and property, and to promote the public welfare, the Community Development Department proposes to require the contractors who apply for a building permit to first obtain a Johnson County Contractors License for the type of work they propose to complete.

Information:

The Johnson County Contractors Licensing program was established in 2001 and has grown to 19 local jurisdictions participation in the program. The program started with the desire to protect the public welfare by establishing and maintaining minimum standards for licensing contractors and by providing quality continuing education to enhance contractor knowledge of building codes. One of the strongest points of the Licensing program is the Continuing Education Program in which the issues of ever changing code requirements, methods of installation and materials are presented in a classroom setting. The Licensing program works with professionals in the field of building science to provide this high level of education. Edgerton can also benefit from this education program as the staff of communities participating in the program can attend training free of charge.

The City of Edgerton currently has a Business Licensing program in which all businesses performing work within the City are required to register. This Business Licensing program does not check for education background/knowledge or insurance for performing work as a construction contractor. Many of the surrounding jurisdictions have incorporated the JOCO Contracting Program into their Business Licensing program and require construction contractors to only receive a license through the JOCO Contracting program. Another advantage of the program is the ability to check online that the contractor has an active license at the time of permit being issued. The JOCO Contractor Licensing Program will be an important tool in the quality control and insurance of customer satisfaction for construction projects preformed in the City of Edgerton Kansas.

Ordinance Example.

County License Required: All persons undertaking work which requires a building permit in the jurisdiction of Edgerton Kansas are required to have a current valid Johnson County contractor's license as adopted by the Board of County Commissioners by Resolution 058-01 and all additional regulations adopted by the Contractor Licensing Review Board. Exceptions to the licensing requirements are as follows: Construction of fences, decks and Single Family homeowners performing their own work which are required to live and reside in the dwellings as their primary residence for twelve (12) consecutive months after the passing final inspection.

Funding Source: NA

Prepared by: Kenneth Wiseman, Community Development Building Inspector Date: January 28, 2016

AGENDA ITEM INFORMATION FORM

Agenda Item: Consider Purchase of an Outdoor Warning Signal from Blue Valley Public Safety through Mid America Regional Council's Metro Bid List

Department: Public Safety

Background/Description of Item: Johnson County's outdoor warning system consists of 184 sirens placed strategically throughout the county as an early warning device to alert citizens of potential danger. The City of Edgerton currently has three (3) warning signals within its corporate boundaries. While the outdoor warning system is an effective method of notifying those outdoors, it is only one component of a comprehensive emergency warning system.

Previously, City Staff requested that Blue Valley Public Safety evaluate the city's outdoor siren locations and map proposed locations due to increase in properties annexed within the city limits. Current locations of warning signals and recommended placement of future additional signals are shown in the attached maps.

In 2015, City Council expressed a desire to replace the aged all-electric warning siren located at Manor Park as it does not have the ability to alert if power is out due to storm or other malfunctions. This warning siren would replace that unit.

The 2016 Vehicle and Equipment schedule included \$25,000 for the replacement the outdoor siren at Manor based on direction provided by City Council. The following bid is a part of the MARC cooperative purchasing pool with a low bid at \$21,415.34. Additionally, this purchase meets the Purchasing Policy criteria for Sole Source Purchase due to the unique characteristic that Blue Valley supplies equipment and sirens to every community within Johnson County to maintain consistent equipment that is compatible with each other and can be remotely activated when needed.

Attachments: Equipment Request with corresponding bid information Fund Summary for Equipment Reserve Map of Current City Coverage Map of Proposed City Coverage

Related Ordinance(s) or Statute(s):

Recommendation: Approve the purchase of an Outdoor Warning Siren (Electro Mechanical Rotating Siren and Equipment) through the Mid America Regional Council's Bid List from Blue Valley Public Safety in the amount of \$21,415.34

Funding Source: General Equipment Reserve Fund

Prepared by: Michael Mabrey, Utility Superintendent Date: January 21, 2016





VEHICLE & EQUIPMENT

Date 1-25-16 Funding Source: 13-00-4411 Funding Approved M 4(Ann)
Describe need for vehicle or equipment: This OUTADOK WAMING Siven Will replace the current
siren at Manor Park. The swen is a public satety hool 10 help notify
persons that may be outdows during an emergency situation. The quote has been
Sole source as even community in Johnson Winny uses Blue valley public safety.
to mainpin consistent equipment and ability to remotery sound the sirch.
persons that may be outdoors during an emergency situation. The quote has been

T

Please input information for preferred vehicle/equipment and attach bid documentation.

REQUESTED VEH/EQUIP	BID NUMBER		NAME / DESCRIPTION	COST	TRADE IN	ACTUAL
EQUIPMENT	•	NEW	Outdoor warning signal (sireh	\$	\$	\$21,415.3-
				\$	\$	\$
				\$	\$	\$
· · · · · · · · · · · · ·				\$	\$	\$
				\$	\$	\$

Requested by:	Date:
City Administrator Approval (\$15,000):	Date:
City Council Approval (> \$15,000):	Date:

FEDERAL SIGNAL Safety and Security Systems

2645 Federal Signal Drive University Park, Illinois 60484-0975 800.548.7229 alertnotification.com

Advancing security and well being.

Notes: Delivery schedule cannot be established until radio information is supplied, if applicable,

Contact Name: Mike Mabrey Customer: City of Edgerton Address: PO Box 255 City: Edgerton State: KS Zip 66021 Phone: 913-893-6801 Cell: * Email: mmabrev@edgertonks.org

Quotation No.: FWS 111161232 Please reference quote no. on your order Date Quoted: 1/11/16

						Iotal			
	Item No.	Qty.	Model/Part No.	Description	Welght	Weight	1	Unit Price	Total
	Siren Equipr	nent			*****				
	1	1	2001-130	Electro-mechanical rotating siren, 130 db(C) 800Hz	450	450	\$	7,480.00	\$ 7,480.00
	2	1	DCFCTBDH	DIGITAL CONTROLLER, HIGH BAND	235	235	\$	6,178.65	\$ 6,178.65
_	з	1	OMNI-4	ANTENNA, 152-156MHZ VHF	25	25	\$	341.70	\$ 341.70
	4	1	АМВ∗Р	ANTENNA MOUNTING BRACKET, POLE	20	20	\$	114.75	\$ 114,75
						Total Equip	men	t	\$ 14,115.10

1	1	ES-FREIGHT	Shipping Fees	LBS	730			\$	664.24
Services			ii kulteen aan ah						
1	1	TK-I-2001DC-Z2	2001 DC Only Std Install, 4 Std Batteries, Site Optimization, 50' Class 2			\$	5,886.00	\$	5,886.00
			Wood Pole, Zone 2						
2	1	TK-IO-CUSREMOV	Removal Services, Custom			\$	750.00	\$	750.00
					Total Serv	lces		Ś	6.636.00

Total of Project \$ 21,415.34

26.215.34

Ś

Options								
1	1	BV-Traffic	Traffic Control, if required	-		\$	250.00	\$ 250.00
2	1	BV-Power	Cost associated with electrical inspections / permits, if required	-		Ş	750,00	\$ 750,00
3	1	PVS220W-48	SOLAR POWER OPTION, DC	100	100	\$	3,800.00	\$ 3,800.00

Terms / Conditions

Prices are firm for 120 days from the date of quotation unless otherwise shown. Upon acceptance, prices are firm for 6 months. This quotation is expressly subject to acceptance by Buyer of all Terms stated in the attached Terms document, and any exception to or modification of such Terms shall not be binding unless expressly accepted in writing by an authorized agent or Office of the Seller. Any order submitted to Seller on the basis set forth above, in whole or in part, shall constitute an acceptance by Buyer of the Terms. Any such order shall be subject to acceptance by Seller in its discretion. Installation is not included unless specifically quoted as a line item above.

Adverse Site Conditions, including rock, caving soil conditions, contaminated soil, poor site access availability, and other circumstances which result in more than 2 hours to install a pole, will result in a \$385.00 per hour fee, plus equipment.

Power Clause: Bringing power to the siren equipment is the responsibility of the purchaser. Trenching is additional.

Traffic Control Clause: Traffic control, if required, will be an additional \$250.00 per site.

Permit Clause: Any special permits, licenses or fees will be additional.

FCC Licensing Clause: The buyer is responsible for maintaining any FCC licensing requirements associated with the use of this equipment.

Classified Location Clause: No equipment or services are designed or installed to meet the requirements of a classified location installation unless noted. Sales Tax: Sales Tax will be additional unless an Exemption Certificate is provided.

Delivery: 10-12 weeks Freight Terms: FOB University Park Terms: Equipment, Net 30 Days upon receipt Services, Net 30 Days as completed, billed monthly. Net 30 will not be held for installations. Part 2000 provide the services in the ser	
Brine Catos Signature	
	Freight Terms: FOB University Park Terms: Equipment, Net 30 Days upon receipt Services, Net 30 Days as completed, billed monthly. Net 30 will not be held for installations.

I hereby agree to the Terms stated on this quotation and in the attached Terms document on behalf of the above mentioned Company or Government Entity,

Signature:

Date:

Total (including all options)

Title:

Purchase Order MUST be made out to: Federal Signal Corporation, 2645 Federal Signal Drive, University Park, IL 60484

Purchase Order MUST be e-mailed, mailed or faxed to:

Blue Valley Public Safety, Inc., PO Box 363, Grain Valley, MO 64029 Fax: 816-847-7513

dee@bvpsonline.com



2645 Federal Signal Drive University Park, Illinois 60484-0975 800.548.7229 alertnotification.com

Advancing security and well being.

Quotation No.: FWS 111161232

SALES AGREEMENT

(1) Agreement. This agreement (the "Agreement") between Federal Signal Corporation ("FSC") and Buyer for the sale of the products and services described in FSC's quotation and any subsequent purchase order shall consist of the terms herein. This Agreement constitutes the entire agreement between FSC and Buyer regarding such sale and supersedes all prior oral or written representations and agreements. This Agreement may only be modified by a written amendment signed by authorized representatives of FSC and Buyer and attached hereto except that stenographic and clorical errors are subject to correction by FSC or upon FSC's written consent. FSC objects to and shall not be bound by any additional or different terms, whether printed or otherwise, in Buyer's purchase order or in any other communication from Buyer to FSC unless specifically agreed to by FSC in writing. Prior courses of dealing between the parties or trade usage, to the extent they add to, detract from, supplant or explain this Agreement, shall not be binding on FSC. This Agreement shall be for the benefit of FSC and Buyer only and not for the benefit of any other person.

(2) Termination. This Agreement may be terminated only upon FSC's written consent. If FSC shall declare or consent to a termination of the Agreement, in whole or in part, Buyer, in the absence of a contrary written agreement signed by FSC, shall pay termination charges based upon expenses and costs incurred in the assembly of its products or in the performance of the services to the date such termination is accepted by FSC including, but not limited to, expenses of disposing of materials on hand or on order from suppliers and the losses resulting from such disposition, plus a reasonable profit. In addition, any products substantially completed or services performed on or prior to any termination of this Agreement shall be accepted and paid for in full by Buyer. In the event of a material breach of this Agreement by Buyer, the insolvency of Buyer, or the initiation of any solvency or bankruptcy proceedings by or against Buyer, FSC shall have the right to immediately terminate this Agreement, and Buyer shall be liable for termination charges as set forth herein.

(3) Price/Shipping/Payment. Prices are F.O.B. FSC's Factory. Buyer shall be responsible for all shipping charges. If this Agreement is for more than one unit of product, the products may be shipped in a single lot or in several lots at the discretion of FSC, and Buyer shall pay for each such shipment separately. FSC may require full or partial payment or payment guarantee in advance of shipment whenever, in its opinion, the financial condition of Buyer so warrants. FSC will invoice for product upon shipment to Buyer and for services monthly as completed. Amounts invoiced by FSC are due 30 days from date of invoice, except that payment terms for turn-key sales of product and services are 10% of total contract mobilization fee due with Buyer's order. Invoice deductions will not be honored unless covered by a credit memorandum. Minimum billing per order is \$75,00.

(4) Risk of Loss. The risk of loss of the products or any part thereof shall pass to the Buyer upon delivery thereof by FSC to the carrier. Buyer shall have sole responsibility for processing and collection of any claim of loss against the carrier.

(5) Taxes. Price quotes by FSC do not include taxes. Buyer shall pay FSC, in addition to the price of the products or services, any applicable tax (however designated) imposed upon the sale, production, delivery or use of the products or services to the extent required or not forbidden by law to be collected by FSC from Buyer, whether or not so collected at the time of the sale, unless valid exemption certificates acceptable to the taxing authorities are furnished to FSC before the date of invoice.

(6) Delivery. Although FSC shall in good faith endeavor to meet estimated delivery dates, delivery dates are not guaranteed but are estimated on the basis of immediate receipt by FSC of all information required from Buyer and the absence of delays, direct or indirect, as set forth in paragraph 29 herein.

(7) Returns. Buyer may return shipped product to FSC only upon FSC's prior written consent (such consent to be in the sole discretion of FSC) and upon terms specified by FSC, including prevailing restocking and handling charges. Buyer assumes all risk of loss for such returned product until actual receipt thereof by FSC. Agents of FSC are not authorized to accept returned product or to grant allowances or adjustments with respect to Buyer's account.

(6) Inspection. Buyer shall inspect the product immediately upon receipt. All claims for any alleged defect in FSC's product or deficiency in the performance of its services under this Agreement, capable of discovery upon reasonable inspection, must be fully set forth in writing and received by FSC within 30 days of Buyer's receipt of the product or FSC's performance of such claim and an intervocable acceptance of the product and services by Buyer.

(9) Limited Warranty. FSC warrants each new product to be free from defects in material and workmanship, under normal use and service, for a period of two years from delivery to Buyer (one-year for Informers and all software products, five years on 2001 & ECLIPSE Series siren head). During this warranty period, FSC will provide warranty service for any unit which is delivered, shipping prepaid by the Buyer, to a designated warranty service center for examination and such examination reveals a defect in material and/or workmanship. FSC will then, at its option, repair or replace the product or any defective part(s), or remit the purchase price of the product to Buyer. This warranty does not cover travel expenses, the cost of specialized equipment for gaining access to the product, or labor charges for removal and re-installation of the product for warranty service at any location other than FSC's designated warranty service center. This warranty shall not apply to components or accessories that have a separate warranty by the original manufacturer, such as, but not limited to, radios and batteries, and does not extend to any unit which has been subjected to abuse, misuse, improper installation or which has been inadequately maintained, nor to units with problems due to service or modification by other than an FSC warranty service center FSC will provide on-site warranty services. THERE ARE NO OTHER WARRANTIES, EXPRESSED OR INPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

(10) Remedies and Limitations of Liability. Buyer's sole remedy for breach of warranty shall be as set forth above. IN NO EVENT SHALL FSC BE LIABLE FOR ANY LOSS OF USE OF ANY PRODUCT, LOST PROFITS OR ANY INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES, NOR SHALL FSC's LIABILITY FOR ANY OTHER DAMAGES WHATSOEVER ARISING OUT OF OR CONNECTED WITH THIS AGREEMENT OR THE MANUFACTURE, SALE, DELIVERY OR USE OF THE PRODUCTS OR SERVICES EXCEED THE PURCHASE PRICE OF THE PRODUCTS OR SERVICES.

(11) **PATENTS.** FSC shall hold Buyer hamless, to the extent herein provided, against any valid claim by any third person of infringement of any United States Patent by product manufactured by FSC, but if Buyer furnished product or system design specifications to FSC, Buyer shall hold FSC harmless against any infringement claim consisting of the use of product manufactured by FSC in accordance with Buyer's product or system design or in combination with product manufactured by Buyer or others. In the event that any product manufactured by FSC is held to infringe any patent and its use is enjoined by any competent court of taw, FSC, if unable within a reasonable time to secure for Buyer the right to continue using such product, either by suspension of the injunction, by securing for Buyer a license, or otherwise, shall, at its own expense, either replace such product with non-infringing product or modify such product so that it becomes non-infringing, or accept the return of the enjoined product and refund the purchase price paid by Buyer less allowance for any period of actual use thereof. FSC makes no warranty that its product will be delivered free of a valid claim by a third person of infringement or the like and Buyer's remedies for such a claim will be limited to those provided in this paragraph.

(12) Assignment and Delegation. Buyer shall not assign any right or interest in this Agreement, nor delegate the performance of any obligation, without FSC's prior written consent. Any attempted assignment or delegation shall be void and ineffective for all purposes unless made in conformity with this paragraph.

(13) Severability. If any term, clause or provision contained in this Agreement is declared or held invalid by a court of competent jurisdiction, such declaration or holding shall not affect the validity of any other term, clause or provision herein contained.

(14) Installation. Installation shall be by Buyer unless otherwise specifically agreed to in writing by FSC.

FEDERAL SIGNAL Safety and Security Systems

Advancing security and well being.

(15) Governing Law and Limitations. This Agreement shall be governed by the laws of the State of Illinois. Venue for any proceeding initiated as the result of any dispute between the parties that arises under this Agreement shall be either the state or federal courts in Cook or DuPage County, Illinois. Whenever a term defined by the Uniform Commercial Code as adopted in Illinois is used in this Agreement, the definition contained in said Uniform Commercial Code is to control. Any action for breach of this Agreement or any covenant or warranty contained herein must be commerced within one year after the cause of action has accrued.

(16) Receiving Product and Staging Location. Buyer is responsible to receive, store and protect all products intended for installation purposes, including, but not exclusively, siren equipment, poles, batteries, and installation materials. Materials received in cardboard containers must be protected from all forms of precipitation. Additionally, Buyer is to provide a staging area of an appropriate size for installation contractors to work from and to store equipment overnight.

(17) Installation Methods & Materials, Installation is based on methods and specifications designed and intended by FSC to meet or exceed all national, state & local safety and installation codes and regulations. Design changes required by Buyer may result in additional charges.

(18) Radio Frequency Interference. FSC is not responsible for RF transmission and reception affected by system interference beyond its control.

(19) installation Site Approval. Buyer must provide signed documentation to FSC, such as the "WARNING SITE SURVEY FORM" or a document with the equivalent information, that FSC is authorized to commence installation at the site designated by Buyer before FSC will commence installation. Once installation has started at an approved site, Buyer is responsible for all additional costs incurred by FSC for redeployment of resources if the work is stopped by Buyer or its agents, property owners, or as the result of any governmental authority or court order, or if it is determined that installation is not possible at the intended location, or the site is changed for any reason by the Buyer.

(20) AC Power Hookup. Buyer is responsible to coordinate and pay for all costs to bring proper AC power to the electrical service disconnect installed adjacent to the controller cabinet, unless these services are quoted by FSC. All indoor installations assume AC power is available within 10 feet of the installation location.

(21) Permits & Easements. FSC will obtain and pay for electrical and right-of-way work permits as necessary for installations. Buyer is responsible for obtaining and payment of all other required easements, permits, or other fees required for installation, unless specifically quoted.

(22) Soil Conditions Clause. In the event of poor site conditions including, but not limited to rock, cave-ins, high water levels, or inability of soil to provide stable installation to meet specifications, FSC will direct installation contractors to attempt pole installation for a maximum of 2 hours. Buyer approval will be sought when pole installation exceeds 2 hours and abandoned If FSC cannot obtain approval in a timely manner.

(23) Contaminated Sites. FSC is not responsible for cleanup and restoration of any installation sites or installer equipment where contaminated soil is encountered. FSC will not knowingly approve installation at any site containing contaminates. Buyer must inform FSC when known or suspected soil contaminates exist at any intended installation site.

(24) Site Cleanup. Basic installation site cleanup includes installation debris removal, general site cleanup, and general leveling of affected soil within 30' of the pole. Additional Site Restoration quotes are available.

(25) Waste Disposal. Buyer is responsible for providing disposal of all packing materials including shipping skids and containers,

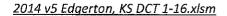
(26) Work Hours. All installation quotes are based on the ability to work outdoors during daylight hours and indoors from 7 AM to 7 PM Monday through Saturday. Work restrictions or limitations imposed by Buyer or its agents may result in additional charges being assessed to Buyer for services.

(27) Project Reporting. Installation & Service Progress Reports will be provided on a regular basis, normally every week during active installation, unless prearranged otherwise by mutual agreement.

(28) Safety Requirements & Compliance. FSC requires that all subcontractors and their employees follow applicable laws and regulations pertaining to all work performed, equipment utilized and personal protective gear common to electrical and construction site work performed in the installation of FSC equipment. Additional safety compliance requirements by Buyer may result in additional charges assessed to Buyer for the time and expenses required to comply with the additional requirements.

(29) Project Delays. FSC shall not be liable in any regard for delivery or installation delays or any failure to perform its obligations under this Agreement resulting directly or indirectly from change order processing, acts or failure to act by Buyer, unresponsive inspectors, utility companies and any other causes beyond the direct control of FSC, including acts of God, weather, local disasters of any type, civil or military authority, fires, war, itot, delays in transportation, lack of or inability to obtain raw materials, components, labor, fuel or supplies, or other circumstances beyond FSC's reasonable control, whether similar or dissimilar to the foregoing.

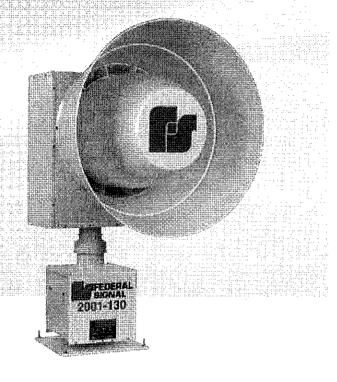
2645 Federal Signal Drive University Park, Illinois 60466-3195 708-534-3400 federalsignalpublicsafety.com



2001-130 Siren

Features

- 130 dB(C) output
- Directional, rotating siren for maximum coverage
- Three distinct warning signals
- Full battery operation or battery back-up
- Maintenance-free sealed bearing motors
- Weather-resistant coating
- Ideal for outdoor warning
- 5-year limited warranty



The Federal Signal 2001-130 public siren is a high power, rotating, uni-directional outdoor warning siren that offers an anechoic certified signal strength of 130

dB(C) +/- 1 dB(C) at 100-ft. The high-decibel output provides maximum coverage with minimum installation cost. Radio activation can further minimize installation costs by eliminating the need for leased dedicated control lines.

The siren's projector produces a 60-degree projection of sound which rotates at 3 RPM and can produce three distinct warning signals: steady, wail and fast wail. The 2001-130 siren will supply a minimum of 15 minutes of full power output from its batteries after AC power loss. The siren controls are available with battery operation, AC operation, and AC operation with battery back-up, one-way and two-way radio control, wired or wireless ethernet, satellite/cellular or landline.

Ideally suited to provide warning for hazardous weather conditions, fires, floods, chemical spills and other types of emergencies, the 2001-130 siren is a perfect choice to protect any community.



2645 Federal Signal Drive, University Park, IL 60484 708.534.4756 Fax: 708.534.4874 www.alertnotification.com

2001-130 Siren Specifications

Power Requiremen	ts*	
Siren Motor	48V (DC or full wave rectified	IAC) 110A (nom.)
Rotator Motor	48V (DC or full wave rectified	IAC) 1A (nom.)
Wiring		
Siren Motor	2 AWG	na service da construction de a de sense en este en entre de sense de la desta de sense de la desta de sense de
Rotator Motor	12 AWG	
Motor Type		
Siren	Series wound DC 6 Hp	********
Rotator	Permanent magnet DC 1/8 H	D
Signal Information	nonina 2012 da da sera da	
Signal	Frequency Range	Sweep Rate
Steady	790 Hz	N.A.
Wail	470-790 Hz	10 sec.
Fast Wail	600-790 Hz	3.5 sec.
Signal Duration	3min. std. (programmable)	
Signal Output (SPL)	130 dB(C) +/- 1 dB(C) at 100	' (30.5 m)
	6400 feet	
	Effective Range at 70dBC	
Rotation	3 RPM	
Dimensions		
Height x Width x Depth	55" x 37" x 41"	
	140cm x 94cm x 10cm	
Weight		
Shipping Weight	450 lbs. (205 kg)	
Environmental		
Operating Temperature	-30°C to +60°C**	,

 Power requirements refer to the power supplied by the batteries or optional AC operation through 2001TRB.

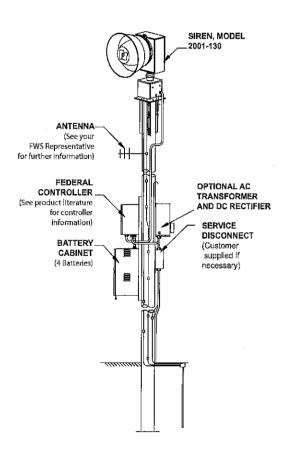
** The siren can operate throughout this temperature range provided that battery temperature is maintained at 18°C or higher.

Ordering Informat	ion*
Siren Motor	Rotating electro-mechanical Siren 130 dB(C) +/- 1dB(C),
	48VDC, pole mount included
2001AC1	AC operated motor control, 208 or 220/240VAC (specify voltage) NEMA 3R control cabinet, two 48VDC contactors
	and transformer/rectifier, 182 lbs. 53 kg
2001DC ^{1,2}	120VAC motor control, NEMA 4 control cabinet, four chargers, two 48VDC contactors and NEMA 3R battery
	cabinet. 224 lbs. 102 kg
Landline Option	
2001HR	Rotator holding relay for use with external timer
* 2001-130 Siren require	s a Federal Controller such as FC or DFCB

 2001-130 Siren requires a Federal Controller such as FC or DFCB (See controller product literature)

¹ For use with Electro-mechanical sirens. Antenna and cable are not included with any radio activation control and must be purchased separately. (See your sales representative)

² Batteries not included.



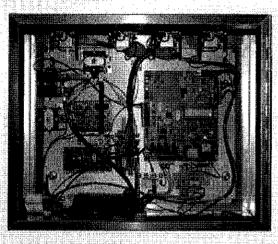


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DCFCTBD DC Two-Way Digital Controller

Features

- Two-way siren controller for 48VDC sirens
- Two-way radio control and status monitoring
- AFSK two-way signaling format
- Simultaneous single-tone, two-tone sequential, and DTMF, EAS, and POCSAG decoding.
- Push buttons for local activation
- UL Listed for general signaling



The Federal Signal DCFCTBD is a two-way digital, battery-operated status monitoring siren controller for use with the Federal Signal 2001-130 siren and Eclipse siren series. The controller interfaces with an off-the-shelf two-way radio transceiver and communicates to the base control via AFSK signaling. In addition to AFSK, the controllers will simultaneously decode any combination of single-tone, two-tone sequential, DTMF, POCSAG and EAS formats for activation. This makes the two-way controller compatible with virtually any existing siren control system.

All DCFCTBD models come equipped with four independent relay outputs that can be programmed to activate with various codes. There are four landline inputs and four local push buttons for activation, plus reset. Activation codes, relay timing, and optional warning sounds are programmed into the unit through a standard RS232 serial port or over-the-air from the central control point.

The DCFCTBD offers six user programmable functions in addition to the five pre-set functions: arm, disarm, report, growl test and master reset. The controller includes the necessary sensors and wiring to supply information on the following areas of operation: AC power status, communications status, low battery status, intrusion, siren activation, current intrusion, siren rotation and local activation.



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DCFCTBD DC Two-Way Digital Controller Specifications

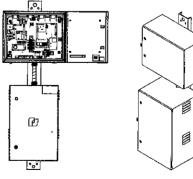
Electrical	
AC supply voltage	120 VAC @ 4.0 Amps
Current Draw	+/- 10%, 50/60 Hz, maximum standby current
Power Supply	6A @ 13.3VDC
Battery Backup	48VDC
Current Draw	< .2 Amps in standby
Serial Ports	
Serial Port Protocol	RS232C 1200, N, 8, 1
Transceiver	
Programmable Frequency	Power Out and Private Line options. For further details consult the Motorola® product Manual.
Signaling Format	
AFSK	1200 baud, MSK (Minimum Shift Key) modem type Useable decode sensitivity: 12dB SINAD (min.)
DTMF	3-12 standard DTMF characters
Two-Tone Sequential	
Frequency Range	282 Hz - 3000 Hz (non-CTCSS) 400 Hz - 3000 Hz (CTCSS)
Tone Timing	.5 sec – .25 sec min., 8 sec max
Intertone Gap	400ms (maximum)
Tone Accuracy	+/- 1.5%
Tone Spacing	5.0% preferred, 3% min.
Single Tone	
Frequency Range	282 Hz - 3000 Hz
Tone Timing	0.5 sec 8 sec maximum
Tone Accuracy	+/- 1.5%
Tone Spacing	5.0% preferred, 3% min.
EAS	Supports standard EAS codes and wildcards
POCSAG	Supports binary AFSK 512 Baud numeric messages.
Relay Outputs	
4 relay outputs	SPST
Contact Rating	(4 relays standard) 5A @ 28VDC — 5A @ 240VAC
Audio Output	
Output Voltage	>2V Peak to Peak
Maximum Load	8 Ohms
Total Harmonic Distortion	<10% @ 1kHz Sinewave
Environmental	

Controller Dimensio	ns (with battery cabinet)
HxWxD	62.5"x 23.5"x 16.94" 1588mm x 597mm x 430mm NEMA 4X Rated
Battery Cabinet Dim	ensions
Hx₩xD	18"x 28"x 15.19" 457mm x 711mm x 386mm Vented NEMA 4X Rated
Shipping Weight	
Approx, Shipping Weight	300 lbs. (136.36 kg)
Actual Weight	234 lbs. (106.3 kg)
2001TR: AC Primary	Operation
Operating Voltage	208/220/240 VAC single phase
Current Requirements	30 Amps (approx.)
Dimensions	23"x11"x10" (584mm x 279mm x 254mm)
Product Weight	150 lbs. (68.2 kg)
Order Information	
DCFCTBD ^{1,2}	Two-way Federal Controller
DCFCTBDH ^{1,2}	Two-way Federal Controller, high band 136-174 MHz
DCFCTBDU ^{1,2}	Two-way Federal Controller, UHF band 403-470 MHz
DCFCTBD-IP ^{1,3}	IP-enabled two-way electro-mechanical controller
Options	
FSPWARE	Federal Programming Software (Non-Digital Applications)
SFCDWARE	Federal Commander Digital Software (See literature for details)
Q-DC-IP ^{1,3}	Retrofit kit to upgrade existing controller to IP
ES-PROG-DTMF	Two-Way DTMF Programming

¹ For use with 2001-130 and Eclipse siren series.

 $^{\rm 2}$ Antenna and cable are not included with radio activation control and must be ordered separately.

³ Broadband radio and Codespear software sold separately.







Operating Temperature

FEDERAL SIGNAL Safety and Security Systems

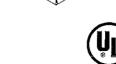
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 • MOTOROLA is a registered trademark of Motorola Trademark Holdings, LLC

 • 2011 Federal Signal Corporation. ANS302 [411

-30°C to 65°C



City of Edgerton Vehicle & Equipment Replacement Fund Summary As of 7-22-2015

Fund 13 - General Equipment Reserve Fund

	2014	2015	2016	2017	2018	2019	2	020
Beginning Balance, Jan 1	\$ 73,970	\$ 205,374	\$ 168,922	\$ 61,385	\$ 47,872	\$ (21,845)	\$ (121,7	722)
Transfers in from Other Funds	242,250	110,556	79,250	79,250	79,250	79,250	79,2	250
Vehicle/Equipment Purchases	(110,846)	(147,008)	(186,787)	(92,763)	(148,967)	(179,127)	(35,5	500)
Ending Balance, 12/31	\$ 205,374	\$ 168,922	\$ 61,385	\$ 47,872	\$ (21,845)	\$ (121,722)	\$ (77,9) 72)

Fund 27 - Water Equipment Reserve Fund

	2014	2015		2016	2017	2018	2019	2020
Beginning Balance, Jan 1	\$ 148,970	\$ 140,596	\$	99,465	\$ (36,983)	\$ (87,032)	\$ (113,112)	\$ (113,112)
Transfers in from Other Funds	-	900		-	-	-	-	-
Vehicle/Equipment Purchases	(8,374)	(42,031)	((136,448)	(50,049)	(26,080)	-	-
Ending Balance, 12/31	\$ 140,596	\$ 99,465	\$	(36,983)	\$ (87,032)	\$ (113,112)	\$ (113,112)	\$ (113,112)

Fund 37 - Sewer Equipment Reserve Fund

	2014	2015	2016	2017	2018	2019	2020
Beginning Balance, Jan 1	\$ 73,970	\$ 42,336	\$ 34,796	\$ 26,876	\$ 18,494	\$ (7,586) \$	(7,586)
Transfers in from Other Funds	-	930	-	-	-	-	-
Vehicle/Equipment Purchases	(31,634)	(8,470)	(7,920)	(8,382)	(26,080)	-	-
Ending Balance, 12/31	\$ 42,336	\$ 34,796	\$ 26,876	\$ 18,494	\$ (7,586)	\$ (7,586) \$	(7,586)

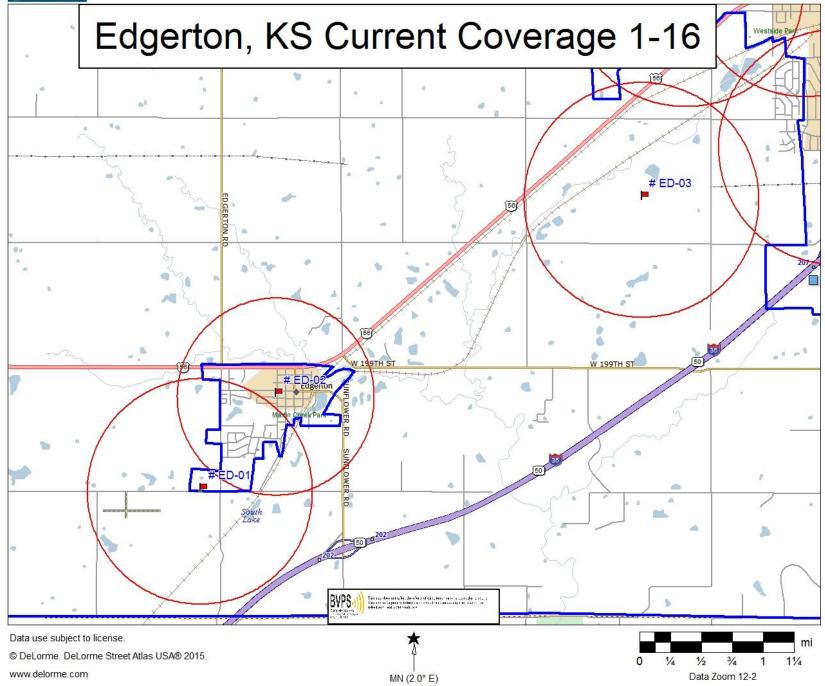
Notes:

Transfers In number for 2015 is what was included in the 2015 budget.

The amount for 2016 is the amount to be included in the 2016 budget as of this date.

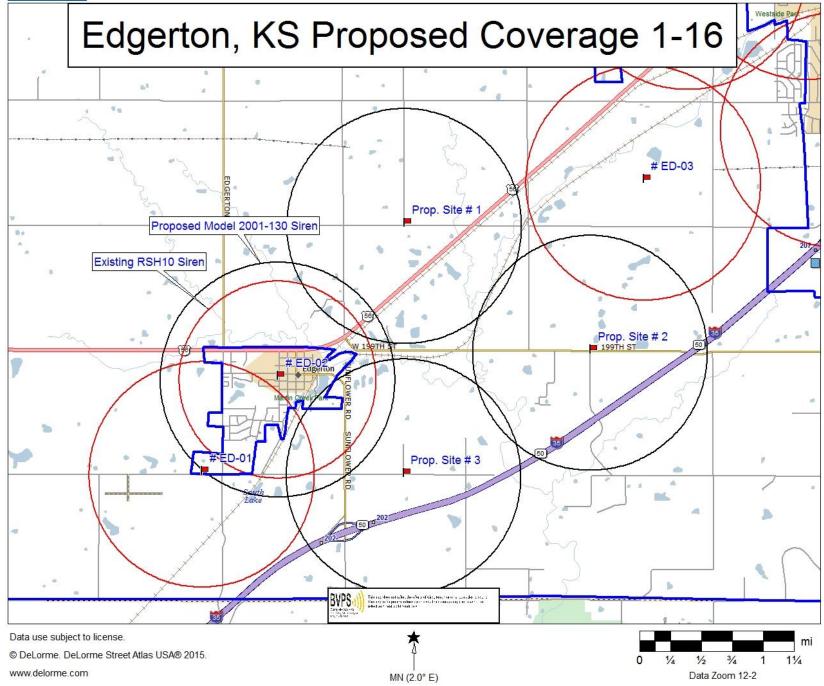
The amounts in years beyond 2016 are left the same as the 2016 amount.







DeLorme Street Atlas USA® 2015



AGENDA ITEM INFORMATION FORM

Agenda Item: Consider Purchase of a New Water Telemetry System from Systems Manufacturing, Inc.

Department: Utilities - Water

Background/Description of Item: During the preparation of the 2016 annual budget, staff identified the need to replace/upgrade the water telemetry system. Telemetry is the automated communications process by which measurements are made and other data collected at remote or inaccessible points and transmitted to receiving equipment for monitoring. Telemetry is a critical component in the city's water infrastructure as telemetry-controlled valves provide water service to the core community.

The City of Edgerton's first telemetry system (which is still in use today) was an Allen Bradley System installed in 2001/2002 with a partial upgrade in 2008 with Micro Comm with the construction of the Spoon Creek pump station in 2008. The system currently runs the two systems in conjunction with each other that have equipment that is aged and or no longer supported. Challenges with the current telemetry system include difficulties due to age, weather (including moisture and lightning), proprietary equipment and software that is no longer supported.

The telemetry system proposed will utilize the Software (Wonderware) and operator stations that are currently at BBC WWTP as the Utility Department, this saves the city from purchasing additional software and operator stations to control the system. The new purchase would replace all proprietary equipment such as radios, PLC's, and others with non-proprietary equipment. Replacement with non-proprietary equipment allows all equipment to be serviced, repaired or replaced by any approved company in the future. This purchase would also replace equipment that has been subject to weather over the years such as: lightning protection, coax and antennas.

The 2016 Vehicle and Equipment schedule included \$86,100 for the purchase of new water telemetry equipment and software. Additionally, this purchase meets the Purchasing Policy criteria for Sole Source Purchase due to the unique characteristics of maintaining consistent equipment and software throughout the telemetry systems for both water and sewer.

Enclosure: Equipment Request with corresponding bid information Fund Summary for Equipment Reserve

Recommendation: Approve Purchase of a New Water Telemetry System from Systems Manufacturing, Inc. in the amount of \$82,725.00

Funding Source: Water Equipment Reserve Fund

Prepared by: Michael Mabrey, Utility Superintendent Date: January 21, 2016

VEHICLE & EQUIPMENT

OGERTO

global routes, local root

Date - 26-14 Funding Source: 27-00 - 4411 Funding Approved

Describe need for vehicle or equipment: <u>Current water telemetry system has difficulties due to age</u>, <u>Weather Eunouding moispure Aligning</u>) and equipment (software that has is no longer supported. <u>This would purchase of wondemake</u> would use the same software as BBC ww TP. It would <u>replace all proprietury equipment</u> with non-propheting equipment that can be served by various companies. This purchase meets the purchasing policy inturia for sole source Purchase.

Please input information for preferred vehicle/equipment and attach bid documentation.

REQUESTED VEH/EQUIP	BID NUMBER	NEW/ USED	NAME / DESCRIPTION	COST	TRADE IN	ACTUAL
EQUIPMEN	T	NEW	New Water Telemetry System by Systems Manuficturing inc. ind. dileguypment isted inquote.	\$	\$	\$82,725.00
			du equipment listed inquore.	\$	\$	\$
				\$	\$	\$
				\$	\$	\$
				\$	\$	\$

Requested by:	Date:	×
City Administrator Approval (\$15,000):	Date:	
City Council Approval (> \$15,000):	Date:	

vs. 3.26.15

404 East Nelson • Edgerton, KS 66021 • P: 913.893.6231 • F: 913.893.6232 Public Works: 816.893.6801 • EDGERTONKS.ORG



P.O. Box 23039 / Overland Park, KS 66283 Matt Stallbaumer (913) 422-8405 / Rod Kochendorfer (913) 685-3053 Frank Keller (913) 422-9260 / Richard Vaughn (913) 660-0496 www.systems-kc.com

July 25, 2014

Michael Mabrey - City Superintendent City of Edgerton, KS 404 East Nelson Edgerton, KS 66021

Re: Edgerton, KS Water Distribution SCADA Upgrade Proposal

Mike,

We would like to take this opportunity to provide you with a quote for upgrading your existing water distribution SCADA system. Please note that the PLC's and radio's are identical to the units used at Big Bull Creek WWTP. We'll reuse all existing enclosures.

We propose the following:

Spoon Creek Booster Pump Station

Items Included:

- Installation of Allen-Bradley CompactLogix PLC.
- Installation of MDS iNET II Radio
- Installation of Antennex yagi antenna, coax cable, lightning protection, etc.

Baldwin Booster Pump Station

Items Included:

- Replace existing PLC with an Allen-Bradley CompactLogix PLC
- Installation of MDS iNET II Radio
- Installation of Antennex yagi antenna, coax cable, lightning protection, etc.
- Installation of 10' antenna mast

US 56 Highway Control Valve Station

Items Included:

- Replace existing PLC with an Allen-Bradley CompactLogix PLC
- Replace existing radio with a MDS iNET II Radio
- Replace existing antenna with a Antennex yagi antenna
- Replace coax cable, lightning protection, etc. as needed

207th Street Control Valve Station

Items Included:

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- Replace existing PLC with an Allen-Bradley CompactLogix PLC
- Replace existing radio with a MDS iNET II Radio
- Replace existing antenna with a Antennex yagi antenna
- Replace coax cable, lightning protection, etc. as needed

Edgerton Waste Water Treatment Plant

Items Included:

- Replace existing PLC with an Allen-Bradley CompactLogix PLC
- Replace existing radio with a MDS iNET II Radio
- Replace existing antenna with a Antennex yagi antenna
- Replace coax cable, lightning protection, etc. as needed

Tin Man Elevated Storage Tank

Items Included:

- Replace existing PLC with an Allen-Bradley CompactLogix PLC
- Replace existing radio with a MDS iNET II Radio
- Replace existing antenna with a Antennex yagi antenna
- Replace coax cable, lightning protection, etc. as needed

Edgerton Road Elevated Storage Tank

Items Included:

- Replace existing PLC with an Allen-Bradley CompactLogix PLC
- Replace existing radio with a MDS iNET II Radio
- Replace existing antenna with a Antennex yagi antenna
- Replace coax cable, lightning protection, etc. as needed

County Line Road Elevated Storage Tank

Items Included:

• Relocate existing omni antenna to top of tank

SCADA system at Big Bull Creek Waste Water Treatment Plant

Items Included:

- Revise existing Intouch application to show the water distribution system
- Programming revisions to Administration Building PLC to allow operator control of water distribution system
- Install additional alarms to WIN-911 phone dialer

Miscellaneous

A. . .

5

- Startup and training services
- Submittals
- Operation and Maintenance manuals
- One year warranty from startup

Price: \$82,725.00 Terms: Net 30

OPTIONAL

The existing HMI's will need to be upgraded in order to be compatible with the latest model PLC's being provided. The water distribution system will be displayed and controlled by SCADA at Big Bull Creek. If you would like to keep HMI's at their existing locations, we propose the following option:

Items Included:

- Replace existing Allen-Bradley PanelView Plus HMI's with PanelView Plus 6 HMI's
- Replace existing applications with new

Price: \$20,800.00 Terms: Net 30

Do not hesitate to contact me if you have any questions.

Sincerely,

Frank Keller

frank@systems-kc.com

AGENDA ITEM INFORMATION FORM

Agenda Item: Consider Ordinance No. 1009 Approving the Description and Survey of Lands Necessary for Acquisition of Easements Needed For Constructing LPKC Sewer Interceptor and Associated Improvements

Department: Utilities

Background/Description of Item: The City of Edgerton is partnering with Edgerton Land Holding Company to construct the LPKC Sewer Interceptor, a new gravity sewer interceptor main from the crossing installed under Homestead Lane just north of 199th Street to provide sanitary sewer service to Inland Port XIV (east of Waverly Road and south of 191st Street).

Edgerton Land Holding Company (ELHC) is in final negotiation stages for occupancy of Inland Port XIV with a tenant expected to occupy the building by May 1st. Due to the number of potential employees, the tenant requires sanitary sewer service by April 15th. To meet this deadline for service, city staff has been working with ELHC to complete the design and begin to secure easements. Previously, City Council has approved the contract with BG Consultants to perform topographical survey and easement preparation services and a contract with Terra Technologies for environmental permitting services.

On December 10, 2015, City Council directed staff to provide 30 days for property owners respond to request for easements. All easements were sent January 4th and staff has met with or spoken to many of those property owners. Many of the easements have been acquired and have been placed on the January 28th City Council agenda for acceptance.

In an effort to meet the tight project schedule, staff requests that City Council approve this ordinance to complete the next step for remaining easements yet to be acquired for the project. Passing the ordinance does not prohibit the City from continuing to negotiate and/or acquire the easements. Staff will continue to negotiate easements and hopes to secure easements without the need to finish the condemnation process.

A draft of Ordinance No. 1009 has been included in the packet. Ordinance remains under review and City Attorney will provide any changes at January 28, 2016 council meeting.

Enclosure: Draft Ordinance No. 1009

Related Ordinance(s) or Statute(s): K.S.A. 26-201

Recommendation: Approve Ordinance No. 1009 Approving the Description and Survey of Lands Necessary for Acquisition of Easements Needed For Constructing LPKC Sewer Interceptor and Associated Improvements

Funding Source: N/A

Prepared by: Beth Linn, City Administrator Date: January 25, 2016

ORDINANCE NO. 1009

AN ORDINANCE APPROVING THE DESCRIPTION AND SURVEY OF LANDS NECESSARY FOR ACQUISITION OF EASEMENTS NEEDED FOR CONSTRUCTING LPKC SEWER INTERCEPTOR AND ASSOCIATED IMPROVEMENTS

WHEREAS, K.S.A. 26-201 requires that, prior to commencing condemnation proceedings, the Governing Body, by passage of an ordinance, authorize and provide for the acquisition of land or interest needed by the City, set forth the land or interest to be condemned, state for what purpose the condemned land or interest in land is to be used, and, if applicable, designate, as a benefit district, property specifically benefited by the proposed improvement.

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

Section 1. That the description and survey of permanent sanitary sewer easement and a temporary construction easement necessary for the construction of LPKC Sewer Interceptor -- in the vicinity of the northeast corner of Homestead Lane and 199th Street and approximately 0.3 miles south of 191st Street on west side of Waverly Road within Edgerton, Kansas and Johnson County, Kansas -- as prepared by the City's retained engineering consultants, approved by the City Engineer, and filed with the City Clerk pursuant to Resolution No. 01-14-16A (adopted by the Governing Body of the City of Edgerton, Kansas on January 14, 2016), are hereby approved.

Section 2. That the action of the Governing Body of the City of Edgerton, Kansas in acquiring easements and right-of-way necessary for construction of LPKC Sewer Interceptor within Edgerton, Kansas and Johnson County, Kansas (in the vicinity of the northeast corner of Homestead Lane and 199th Street and approximately 0.3 miles south of 191st Street on west side of Waverly Road) has been declared necessary by the Governing Body.

Section 3. That the acquisition of temporary and permanent easements, as described hereinafter, is all in accordance with and under the provisions of Chapter 26 of the Kansas Statutes Annotated.

Section 4. That there be and there is hereby declared to be public necessity to acquire, by Eminent Domain Proceedings for the purpose of constructing LPKC Sewer Interceptor – in the vicinity of the northeast corner of Homestead Lane and 199th Street and approximately 0.3 miles south of 191st Street on west side of Waverly Road -- all as described in Section I of this Ordinance, the land hereinafter described:

PARCEL I.D. NO.: BF221503-3022

PERMANENT SANITARY SEWER EASEMENT

A strip of land 20 feet in width and being a part of the Northeast Quarter of Section 3, Township 15 South, Range 22 East, in the City of Edgerton, Johnson County, Kansas, lying 10 feet on each side of the following described centerline:

Commencing at the southwest corner of said Northeast Quarter; thence North 88°20'30" East, coincident with the south line of said Northeast Quarter, 977.40 feet; thence departing said south line, North 01°31'09" West, coincident with the west property line of the subject parcel and its southerly prolongation, and parallel with the west line of said Northeast Quarter, 980.28 feet to the Point of Beginning; thence departing said west property line, North 88°21'32" East, 324.36 feet; thence South 81°47'52" East, 10.14 feet to a point on the east line of the west half of said Northeast Quarter, and there terminating, containing 6,690 square feet, more or less.

The outer boundary lines described above shall either be truncated or extended to terminate at the lines which contain the points of beginning and terminus, and at angle points, as not to leave any areas of void or overlapping.

TEMPORARY CONSTRUCTION EASEMENT

All that part of the Northeast Quarter of Section 3, Township 15 South, Range 22 East, in the City of Edgerton, Johnson County, Kansas, more particularly described as follows:

Commencing at the southwest corner of said Northeast Quarter; thence North 88°20'30" East, coincident with the south line of said Northeast Quarter, 977.40 feet; thence departing said south line, North 01°31'09" West, coincident with the west property line of the subject parcel and its southerly prolongation, and parallel with the west line of said Northeast Quarter, 930.28 feet to the Point of Beginning; thence continuing North 01°31'09" West, 80.00 feet; thence departing said west property line, North 88°21'32" East, 326.87 feet; thence South 81°47'52" East, 7.68 feet to a point on the east line of the west half of said Northeast Quarter; thence South 01°20'47" East, coincident with said east line, 81.90 feet; thence departing said east line, North 81°47'52" West, 14.25 feet; thence South 88°21'32" West, 320.16 feet to the Point of Beginning, less that part in Permanent Sanitary Sewer Easement, containing 20,068 square feet, more or less.

PARCEL I.D. NO.: BF221503-3023

PERMANENT SANITARY SEWER EASEMENT

A strip of land 20 feet in width and being a part of the Northeast Quarter of Section 3, Township 15 South, Range 22 East, in the City of Edgerton, Johnson County, Kansas, lying 10 feet on each side of the following described centerline:

Commencing at the southwest corner of said Northeast Quarter; thence North 88°20'30" East, coincident with the south line of said Northeast Quarter, 768.40 feet; thence departing said south line, North 01°31'09" West, coincident with the west property line of the subject parcel and its southerly prolongation, and parallel with the west line of said Northeast Quarter, 980.35 feet to the Point of Beginning; thence departing said west property line, North 88°21'32" East, 209.00 feet to a point on the east property line of the subject parcel and there terminating, containing 4,180 square feet, more or less.

The outer boundary lines described above shall either be truncated or extended to terminate at the lines which contain the points of beginning and terminus, and at angle points, as not to leave any areas of void or overlapping.

TEMPORARY CONSTRUCTION EASEMENT

All that part of the Northeast Quarter of Section 3, Township 15 South, Range 22 East, in the City of Edgerton, Johnson County, Kansas, more particularly described as follows:

Commencing at the southwest corner of said Northeast Quarter; thence North 88°20'30" East, coincident with the south line of said Northeast Quarter, 768.40 feet; thence departing said south line, North 01°31'09" West, coincident with the west property line of the subject parcel and its southerly prolongation, and parallel with the west line of said Northeast Quarter, 921.86 feet to the Point of Beginning; thence continuing North 01°31'09" West, 88.49 feet; thence departing said west property line, North 88°21'32" East, 209.00 feet to a point on the east property line of the subject parcel; thence South 01°31'09" East, coincident with said east property line and parallel with the west line of said Northeast Quarter, 80.00 feet; thence departing said east property line, South 88°21'32" West, 199.63 feet; thence South 46°13'20" West, 12.66 feet to the Point of Beginning, less that part in Permanent Sanitary Sewer Easement, containing 12,580 square feet, more or less.

PARCEL I.D. NO.: 2F221503-3009

TEMPORARY CONSTRUCTION EASEMENT

All that part of the Northeast Quarter of Section 3, Township 15 South, Range 22 East, in the City of Edgerton, Johnson County, Kansas, more particularly described as follows:

Commencing at the southwest corner of said Northeast Quarter; thence North 88°20'30" East, coincident with the south line of said Northeast Quarter, 1308.80 feet; thence departing said south line, North 01°20'47" West, coincident with the west line of the east half of said Northeast Quarter, 990.19 feet to the southwest corner of the subject parcel and the Point of Beginning; thence continuing North 01°20'47" West, 18.69 feet; thence departing said west line, South 81°47'52" East, 109.31 feet to a point on the south property line of the subject parcel; thence South 88°21'32" West, coincident with said south property line, 107.80 feet to the Point of Beginning, containing 1,007 square feet, more or less.

PARCEL I.D. NO.: 2F221503-1003

PERMANENT SANITARY SEWER EASEMENTS

A strip of land 20 feet in width and being a part of the Northwest Quarter of Section 3, Township 15 South, Range 22 East, in the City of Edgerton, Johnson County, Kansas, lying 10 feet on each side of the following described centerline:

Commencing at the southwest corner of said Northwest Quarter; thence North 88°26'29" East, coincident with the south line of said Northwest Quarter, 1,291.22 feet; thence departing said south line, North 01°31'15" West, coincident with the west property line of the subject parcel, 50.95 feet to the Point of Beginning; thence departing said west property line, South 54°53'00" East, 41.68 feet; thence South 75°49'02" East, 96.05 feet to a point on the south line of said Northwest Quarter, said point herein referred to as Point A, and there terminating, containing 2,755 square feet, more or less.

The outer boundary lines described above shall either be truncated or extended to terminate at the lines which contain the points of beginning and terminus, and at angle points, as not to leave any areas of void or overlapping.

AND

A strip of land 20 feet in width and being a part of the Northwest Quarter of Section 3, Township 15 South, Range 22 East, in the City of Edgerton, Johnson County, Kansas, lying 10 feet on each side of the following described centerline:

Commencing at the aforementioned Point "A"; thence North 88°26'29" East, coincident with the south line of said Northwest Quarter, 114.71 feet to the Point of Beginning; thence departing said south line, North 46°11'40" East, 188.30 feet; thence North 55°42'04" East, 400.00 feet; thence North 53°41'28" East, 400.00 feet; thence North 42°29'37" East, 387.25 feet to a point on the east line of said Northwest Quarter, and there terminating, containing 27,511 square feet, more or less.

The outer boundary lines described above shall either be truncated or extended to terminate at the lines which contain the points of beginning and terminus, and at angle points, as not to leave any areas of void or overlapping.

TEMPORARY CONSTRUCTION EASEMENT

All that part of the Northwest Quarter of Section 3, Township 15 South, Range 22 East, in the City of Edgerton, Johnson County, Kansas, more particularly described as follows:

Commencing at the southwest corner of said Northwest Quarter; thence North 88°26'29" East, coincident with the south line of said Northwest Quarter, 1,291.22 feet to the Point of Beginning; thence departing said south line, North 01°31'15" West, coincident with the west property line of the subject parcel, 88.34 feet; thence departing said west property line, South 54°53'00" East, 58.45 feet; thence South 75°49'02" East, 164.84 feet; thence North 46°11'40" East, 210.87 feet; thence North 55°42'04" East, 401.97 feet; thence North 53°41'28" East, 396.53 feet; thence North 42°29'37" East, 415.35 feet to a point on the east line of said Northwest Quarter; thence South 01°31'09" East, coincident with said east line, 115.14 feet; thence departing said east line, South 42°29'37" West, 340.39 feet; thence South 53°41'28" West, 405.78 feet; thence South 55°42'04" West, 396.72 feet; thence South 46°11'40" West, 129.09 feet to a point on the south line of said Northwest Quarter; thence South 88°26'29" West, coincident with said south line, 314.99 feet to the Point of Beginning, less that part in Permanent Sanitary Sewer Easement, containing 86,334 square feet, more or less.

PARCEL I.D. NO.: 2F221503-2001

PERMANENT SANITARY SEWER EASEMENTS

A strip of land 20 feet in width and being a part of the Southwest Quarter of Section 3, Township 15 South, Range 22 East, in the City of Edgerton, Johnson County, Kansas, lying 10 feet on each side of the following described centerline:

Commencing at the northwest corner of said Southwest Quarter; thence South 02°11'49" East, coincident with the west line of said Southwest Quarter, 213.96

feet; thence departing said west line, North 87°48'11" East, 287.11 feet to a point on the east right-of-way line of Homestead Lane, as it now exists, and the Point of Beginning; thence North 50°38'29" East, 343.85 feet to a point on the north line of said Southwest Quarter, said point herein referred to as Point A, and there terminating, containing 6,860 square feet, more or less.

The outer boundary lines described above shall either be truncated or extended to terminate at the lines which contain the points of beginning and terminus, and at angle points, as not to leave any areas of void or overlapping.

AND

A strip of land 20 feet in width and being a part of the Southwest Quarter of Section 3, Township 15 South, Range 22 East, in the City of Edgerton, Johnson County, Kansas, lying 10 feet on each side of the following described centerline:

Commencing at the aforementioned Point "A"; thence North 88°26'29" East, coincident with the north line of said Southwest Quarter, 855.96 feet to the Point of Beginning; thence departing said north line, South 75°49'02" East, 90.95 feet; thence North 46°11'40" East, 36.70 feet to a point on the north line of said Southwest Quarter, and there terminating, containing 2,553 square feet, more or less.

The outer boundary lines described above shall either be truncated or extended to terminate at the lines which contain the points of beginning and terminus, and at angle points, as not to leave any areas of void or overlapping.

TEMPORARY CONSTRUCTION EASEMENTS

All that part of the Southwest Quarter of Section 3, Township 15 South, Range 22 East, in the City of Edgerton, Johnson County, Kansas, more particularly described as follows:

Commencing at the northwest corner of said Southwest Quarter; thence North 88°26'29" East, coincident with the north line of said Southwest Quarter, 512.23 feet to the Point of Beginning; thence continuing North 88°26'29" East, coincident with said north line, 166.71 feet; thence departing said north line, South 68°49'50" West, 71.04 feet; thence South 50°38'29" West, 392.59 feet; thence South 01°48'50" East, parallel with the easterly right-of-way line of Homestead Lane, as it now exists, 1,580.00 feet; thence South 88°11'10" West, 20.00 feet to a point on said easterly right-of-way line; thence coincident with said easterly right-of-way line, along the following courses: thence North 01°48'50" East, 16.82 feet; thence departing said easterly right-of-way line, North 50°37'43" East, 266.91 feet to the Point of Beginning, less that part

in Permanent Sanitary Sewer Easement, containing 54,277 square feet, more or less.

AND

All that part of the Southwest Quarter of Section 3, Township 15 South, Range 22 East, in the City of Edgerton, Johnson County, Kansas, more particularly described as follows:

Commencing at the northwest corner of said Southwest Quarter; thence North 88°26'29" East, coincident with the north line of said Southwest Quarter, 1,275.97 feet to the Point of Beginning; thence continuing North 88°26'29" East, coincident with said north line, 330.25 feet; thence departing said north line, South 46°11'40" West, 119.46 feet; thence North 75°49'02" West, 223.95 feet; thence North 54°53'00" West, 32.75 feet to the Point of Beginning, less that part in Permanent Sanitary Sewer Easement, containing 12,020 square feet, more or less.

Section 5. That this Ordinance shall take effect and be in force from and after its passage and publication as provided by law.

PASSED by the Governing Body of the City of Edgerton, Kansas, and approved by the Mayor on the 28th day of January, 2016.

Donald Roberts, Mayor

(Seal)

ATTEST:

Janeice Rawles, City Clerk

APPROVED AS TO FORM:

Patrick G. Reavey, City Attorney



See and share some **big ideas** for Big Bull Creek Park!

Join us and share your thoughts!

OPEN HOUSE: Monday, February 22 from 4:30 – 7:00 pm <u>New Century Fieldhouse</u>

551 New Century Pkwy | New Century, Kansas

4:30 pm	Doors Open
4:35 pm	Public Design Discussions Start
5:45 pm	Park Vision Presentation
7:00 pm	End of Open House

Questions?

Contact Hans Klein-Hewett: (402) 449-0876 or <u>hklein-hewett@rdgusa.com</u>

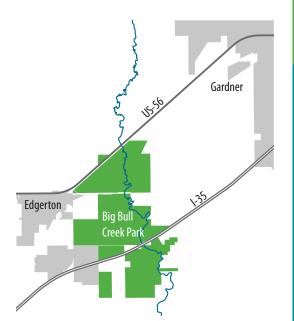
Can't attend? No problem!

Visit the park's Facebook page and share your thoughts: <u>www.facebook.com/bbcm</u> or send comments by email to: <u>communityrelations@jocogov.org</u>





www.facebook.com/bbcmp



GENERAL RECOMMENDATIONS

This chapter outlines the general recommendations that impact the park as a whole. These often take the form of park guidelines that, when implemented, will ensure the park has a cohesive character and clear direction. In Chapter 6, specific facilities will be described in detail in order to flush out more site specific recommendations.

These elements were identified by the JCPRD staff, public, and Design Team as amenities, activities, and policies that will define how the park is used and developed. It's important to note that these amenities will be built over time, as funding is available.

The recommendations are built around the concept of providing the public a wealth of opportunities for environmental appreciation and exploration. While that idea requires that portions of the site have limited public access, that does not mean the park is off-limits. It merely means that access is limited to ensure that park users have the ability to see the environmental treasures that the park is aiming to showcase.

Natural Resource Programming

Core Habitat Areas

The park will be organized first and foremost by dedicated core habitat areas: specific

zones that will support a thriving and balanced natural ecosystem of animals and plants. Each zone will aim to be at least 500 contiguous acres in size, with no paved roads, lighting, or buildings inside its perimeter. Paved and soft trails are permitted on the edges of each area only, with the caveat that all dogs must remain on a leash. Where existing roads cross these zones, the rights-of-way will be planted and maintained to continue the habitat area with as little roadway interference as possible. Below, each core area is described in better detail.

Prairie Habitat Areas

The dedicated prairie areas will be planted with a mix of tall-grass prairie grasses and forbs. Trails in these areas will be kept off the ridge tops in order to minimize the impact of human activity. Where the prairie meets a savanna or forest habitat area, the trails must remain off the prairie as much as possible. The roadways which cross the park, specifically Interstate 35 and US Highway 56, create significant traffic noise, which will significantly impact the animals who aim to nest along those corridors. It's estimated that the traffic noise will impact the ecosystems up to 1,000 feet away from the road. Because of this, earthen or concrete noise barriers will be placed along the road rightof-way to curtail as much traffic noise as possible.

Savanna Habitat Areas

The savanna habitat area will be planted with a mix of tall-grass prairie grasses and forms, mixed with dispersed native oak and hickory trees. This unique ecosystem blends the open prairie and the riparian forest zones and is essential for many native plants and animal species in Kansas. Trails in these areas will be placed around existing trees in a fashion which will not disturb tree root zones.

Forest Habitat Area

This habitat area is focused on healthy forest ecosystems, which include vibrant overstory, understory, and groundcover plant zones. Trails are preferred in the forest habitat area, as human activity can be hidden the best from the open prairie landscape. The riparian forests line the creeks throughout the park, but because many of the creek banks are not stable, trails must be kept well away from the top of bank area – both to protect the banks from undue human activity and to ensure the trail is usable even when the creeks may be flooded.

Core Habitat Interpretation

Equally as important to proper habitat restoration efforts is habitat interpretation. Educating the public on the differences and importance of the distinct habitat areas will increase public awareness of their



natural habitat and will help the public value their park, which in turn should decrease instances of vandalism and short-term maintenance activities. The interpretation efforts can be many, from interpretive panels placed in key locations, to plant and tree identification markers, to digital audio and video tours accessed through smart phones.

Recreation Programming

The location of the most active programming in the park was determined by the primary access routes. Interstate 35 and US Highway 56 are clearly the two largest corridors that will connect people to the site. The 2013 Southwest Johnson County Area Study identified 199th Street as being a primary roadway in the future, as it's one of the few east-west roadways that remains uninterrupted in southern Johnson County.

Further, the dominance of the Intermodal Facility to the northeast of the park plays a major role in the park use, as the future development along Homestead Lane will greatly impact how the park gets used. Commercial and light industrial businesses are expected to line Homestead Lane in the near future, as the semi-truck traffic increases. Tapping into that population, who may be looking for something to occupy a few hours of time, could greatly impact the overall usage of the site.

With these corridors in mind, the northern third of the park (north of 199th Street) was determined to be the best location for the most active and intensive park programming. The proximity to Mildale Farm only compounds that idea, as the park programming can help the popularity of the rental facility. Therefore, programming such as a disc golf course, dog park, glampground (glamourous camping), RV campground, and tent campground have been planned for this area.

Edgerton Adjacency

The community of Edgerton is directly adjacent to the west side of the park, specifically along Sunflower Road. In that capacity, this park has the opportunity to act like a large backyard for the residents and businesses of Edgerton. Therefore, potential trail connections have been planned to ensure easy pedestrian access between the community and the park. Further, a major park entrance has been planned along Sunflower Road to provide easy access to park users that may be accessing the site off of the Interstate 35 Sunflower Road exit.

Passive Programming

The southern two-thirds of the site (south of 199th Street) have largely been reserved for more passive recreation: trail use, creek access, and passive group camping. This is partly due to maintenance concerns (see further below in this chapter), but also is in deference to the large contiguous portions of core habitat area that these areas provide. This portion of the site is dedicated to environmental appreciation and exploration, and thus have few active recreation components.

Park Access and Circulation Park Entry Points

The sheer size of Big Bull Creek Park, coupled with the fact that two major roadways bisect the park, demand that the park be accessed in several different locations. Further, by limiting the length of road and its intrusions into the park, the core habitat areas are protected yet still accessible.



The park must have consistent wayfinding and signage in order to clearly identify each park portal. Each entry point will include park signage for the park as a whole, as well as information to identify the nearby amenity or destination. This signage will be placed at the entrance to the park property in order to clearly identify park boundaries as well as providing wayfinding assistance.

Park Entry Signage

Park signage will be developed in a hierarchical fashion, in order to differentiate primary park entrances from secondary entrances. Primary park entrances will be marked with larger, more monumental signage that will speak to the character and scale of the park as whole. Secondary park entrances will feature less monumental signs which will focus on identifying park boundaries and nearby destinations.

Vehicular Road Networks

As mentioned previously, the Core Habitat Areas preclude the use of centralized vehicular circulation, in favor of contiguous environmental zones. Therefore, vehicular access is primarily limited to short road segments, leading to parking areas sized for the localized amenities. The pavement material for these roads and parking lots are determined by the anticipated use quantity and frequency of those amenities, as well as the pavement material of the adjacent existing road system. For example, the road and parking lot leading to the group camp area, which come off the gravel-paved 213th Street will be paved with gravel.

Trailheads

Each parking area has been located adjacent to one of the park's many trails. At these locations, a trailhead will be located to help provide wayfinding and information to park users. Each trailhead will include a park map to identify nearby amenities and to provide wayfinding. Primary trailheads will also include restroom facilities, a shade structure for users looking to get out of the sun, and a source for drinking water.

Trail Networks

Big Bull Creek Park is primarily accessed through a series of hard and soft trails, designed for the separate use of both pedestrians/cyclists and equestrians. The trails are formed in a series of loops, in order to provide a range of easy-to-use recreational destinations. The trails are also arranged in a hierarchy, with the most-used trails constructed out of solid surfacing (concrete or asphalt) and least-used trails either being mown or simple earthen paths.

Hard-surface Trails

Big Bull's primary circulation method will be through its series of looping hardsurface trails. These trails are designated for pedestrians and cyclists only, however they must be constructed in a way to accommodate emergency vehicles, since these trail networks are the only access route to many areas of the site.

In general, the hard-surface trails should be a minimum of 10' wide, though 14' is recommended, especially in the highestuse areas. All hard-surface trails will be constructed out of concrete or asphalt, will not include lane markings, and will have 2' mown shoulders. Bridges that cross the many creeks must be a minimum of 14' wide. Some bridges will be required to be built to vehicular standards in order to accommodate emergency vehicle routes. Every half-mile along the primary hardsurface trails, a pull-off area with benches will be added to allow for safe places to rest.





Soft-surface Trails

Complementing the hard-surface trails are a network of soft-surface trails, designed to accommodate users who literally want to get off the beaten path. These will be limited to pedestrians and cyclists only, and will not be designed for emergency vehicle access.

Primary soft-surface trails will be 10' wide, with 2' mown shoulders, and be finished with limestone screens and a calcium-based binding agent. This trail paving system may also be used as a short-term solution for future hard-surface trails. Secondary softsurface trails will have the same pavement material and cross-section, however they will only be 6' wide.

In forested areas with limited use, nonstained, shredded hardwood mulch can be used as a trail surfacing, with a minimum width of 4' wide and a minimum depth of two inches. In prairie and savanna areas, a mown trail can be utilized. Mown trail width will be dependent on the mower deck used, though trails should be a minimum of 6' wide. Mown trail paths should be changed from time to time to ensure that erosion and invasive weeds do not become issues.

Equestrian Trails

All equestrian trails in Big Bull Creek Park will not be paved, however they will be thoroughly signed in order to keep equestrians on designated trails. In forested areas, trees must be limbed along the trail to a height of 12'. As trail use increases over time, JCPRD park staff will need to examine the trail status and capacity on a yearly basis. The goal of this oversight is to maintain the quality of the park's trails; ensuring ruts, holes, erosive areas, or exposed roots do not damage the ecosystem or put horses and riders at risk.

Equestrian trailheads will be kept to a minimum. This in intentional because mileage of trails on the site is not high and because equestrian trailheads require large parking spaces. That being said, the proposed equestrian trailheads will include pull-through space for equestrian trailers, hitching posts, and drinking water sources for both humans and horses.

Park Maintenance

General Park Maintenance

Big Bull Creek Park has a lot of inherent maintenance challenges, simply due to its size and fractured nature. At nearly 2,000 acres, considerable effort will be required to organize, schedule, and sustain basic park maintenance. On top of that, the existing road networks make access to all areas of the park inherently more difficult; one cannot drive from the northeast corner of the park to the southwest without driving through Edgerton or along Interstate 35.

The park master plan has been designed with these park maintenance issues in mind. All high-use, high-maintenance areas are kept to the north portion of the site, adjacent to the new centralized park maintenance facility. This way, frequent maintenance activities such as mowing, shower/restroom cleaning, and trash/recycling pick-up are accomplished as easy as possible. In contrast, the southern portions of the site have been reserved for low-maintenance facilities that do not require frequent maintenance.

To that same end, future planting and restoration efforts should keep the

maintenance issues in mind as well. While programming on the north portion of the site may use a bluegrass or fescue blend for turfgrass, southern facilities should utilize low-maintenance turf treatments such as buffalograss to reduce the frequency of mowing.

Roadway Improvements

199th Street

The Southwest Johnson County Area Plan made several important recommendations for the development of this part of the County, the most impactful being the development of 199th Street. The study calls for the east-west roadway to expand to a four-lane separated roadway by the year 2040. This is important for this master plan as it will help blend the park landscape across 199th Street and will need consideration when identifying any pedestrian crossings of that roadway.

ILLUSTRATION TO GO HERE

Stormwater Management **Strategies**

Structured Stormwater Management

For all new improvements within the park, the primary goal will be to address stormwater near its source. That starts with using "Better Site Design" techniques, as outlined by the Center for Watershed Protection, to minimize disturbed areas, limit soil compaction, and reduce the amount of any new impervious cover.

Where grading is necessary, Soil Quality Management and Restoration methods will be applied to decrease stormwater runoff volume by restoring healthy topsoil layers and mitigating subsoil compaction on areas planned to remain as open space. Best Management Practices (BMPs), which increase water infiltration into soil layers, such as bioretention cells, bioswales and permeable paver systems, will be employed wherever possible.

Where stormwater is released into a body of water or creek, level spreaders or other features will be used to spread water out. This will also use vegetative buffers to filter runoff and avoid potential negative impacts of highly concentrated water flows.

For all new plumbed structures, rainwater harvesting systems will be used to collect water and limit the need to use domestic water sources for irrigation, toilet flushing, etc.

Non-Structural Stormwater Management Improvements in both water quality and quantity are expected where agricultural areas are converted to native prairie and savannah landscapes. These natural landscapes develop deeper root structures





Parking lot bioswales

and provide habitat for burrowing animals and insects. This creates a more porous soil structure which absorbs a larger portion of annual precipitation. In most cases, little or no direct surface runoff would be expected during the majority of rainfall events. The conversion of landscapes in this manner is considered a "non-structural" management practice.

Tributary Stabilization

Some small tributaries within the park area already show signs of erosion and incision (downcutting). These areas need to be repaired and stabilized to prevent erosion from progressing further. Ultimately, these streams and drainage paths should become a system of "prairie swales"; using native, deep rooted vegetation to resist erosion forces and maintain stability of the stream.

Roadway Bioswales

Where possible, roadways and trails should be constructed with grass swales at least on the uphill side of the road or trail to collect runoff, keeping the travel surface dry between rain events. The swale would collect runoff from the paved surface as well, allowing for filtering and pre-treatment of runoff. Near low points in the trail or road alignment, these swales will be constructed as bioswales, enhancing the opportunity to capture, treat and infiltrate runoff from the vast majority of rainfall events. Runoff from larger events would be allowed to overflow into a structure to pass under the road or trail through a culvert. Use of urban, "curb-andautter" storm sewer networks should be avoided.

Stormwater Storage Wetlands

Treatment wetlands will be sited at key locations where streams with larger watersheds enter the park, as property acquisition and/or easements allow. These wetlands may be designed "off-line," meaning during rain events water in the stream would rise to a certain level where a control structure (such as a long weir or berm) would allow part of the streamflow to spill over into the wetland. The captured runoff would pass through a stormwater "maze," increasing the opportunity for filtration and nutrient uptake. After treatment, captured runoff would be released back into the stream at a much slower rate. In large flood events, the control structure would be constructed to limit the amount of flow that could enter the system, so that the treatment wetland would not be overwhelmed or suffer significant damage.



Creek Stabilization

Certain sections of the main stream corridors though the park have streambank or channel stability issues. It is recommended that a more detailed study of these corridors be completed to identify critical areas and possible solutions. The study should emphasize use of bioengineering practices which use more natural methods to protect eroding slopes and direct the normal path of flow away from streambank sections that show signs of moderate or severe erosion. Rock weirs, riffle dams, and other grade control structures could be implemented to prevent further incision of the stream and to improve habitat by mimicking natural poolriffle stream structures. These features may also enhance recreational opportunities for fishing and kayaking.



SPECIFIC FACILITY RECOMMENDATIONS

This chapter outlines the specific amenities that will go into Big Bull Creek Park. To best explain the park, the chapter has been broken into three segments based on geographic area.

The area north of 199th Street has been called the North Zone. Thanks to the initial development of Mildale Farm, with its white fences and open lawns, this area has its own aesthetic. Its proximity next to US Highway 56 as well as the Intermodal Facility make it a prime location for active park programming.

The Big Bull property that lies south of 199th Street has been conceptualized as one area, as it has been designed as one cohesive experience. Despite the crossing if Interstate 35, the management and use is largely the same between the two large areas: core habitat zones with a series of trail networks for easy exploration. For the purposes of this document, however, the two areas are described as two zones, Central Zone and South Zone, for clarity and simplicity.

North Zone

Big Bull Maintenance Facility

Active programming for this section is closely tied to the location of the Big Bull Park Maintenance Facility and police sub-station, which is located in the southeast corner of the North Zone. This will be the primary location for all park equipment storage and repair. It was selected in the southeast corner of the section in order to be highly visible and accessible by park users and easy to access by police and park staff.

Mildale Farm

At the other end of this parcel is Mildale Farm proper. This area will retain its current use as a rental facility, and will utilize the white polyvinyl fencing to delineate the rental boundaries. It is recommended that the JCPRD identify ways to make this facility more accessible by the general public. This is a public park, and while having elite facilities that are available through rental agreement only are quite common, the buildings and grounds should also be available more than a couple of times a year.

Lodging

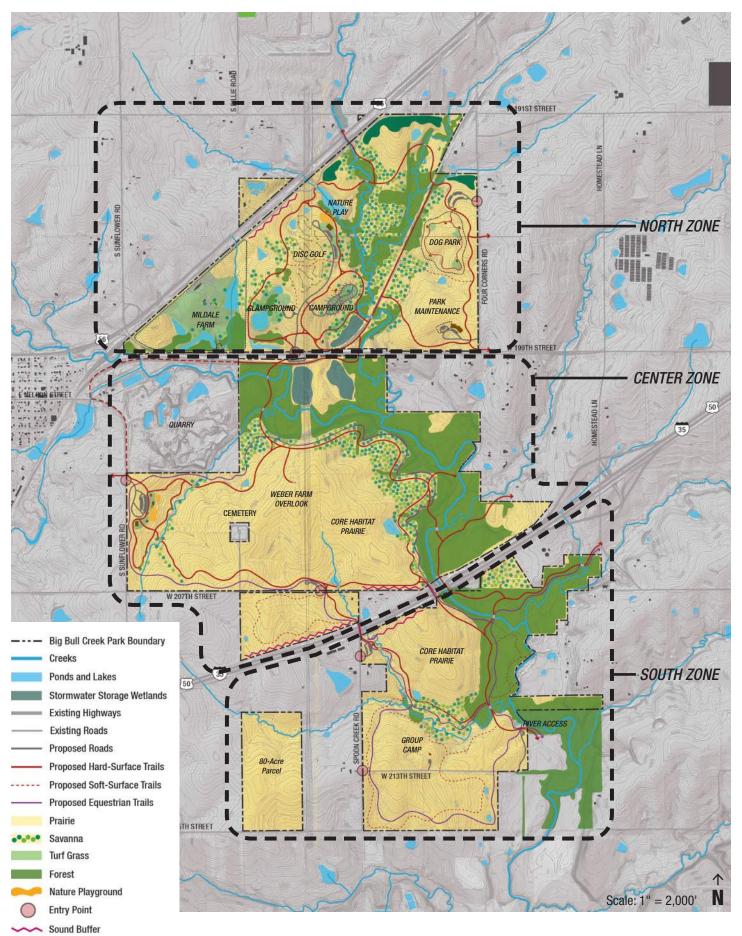
The core of this section is further subdivided into specific use areas. A series of looping trails work to connect the spaces together into a cohesive whole. On the southern end of this section are two areas dedicated to lodging: a glampground and a campground. The glampground is located closer to Mildale Farm with the idea that it could likely be rented out by some of the same parties that are renting the event site facilities.

RV Camping

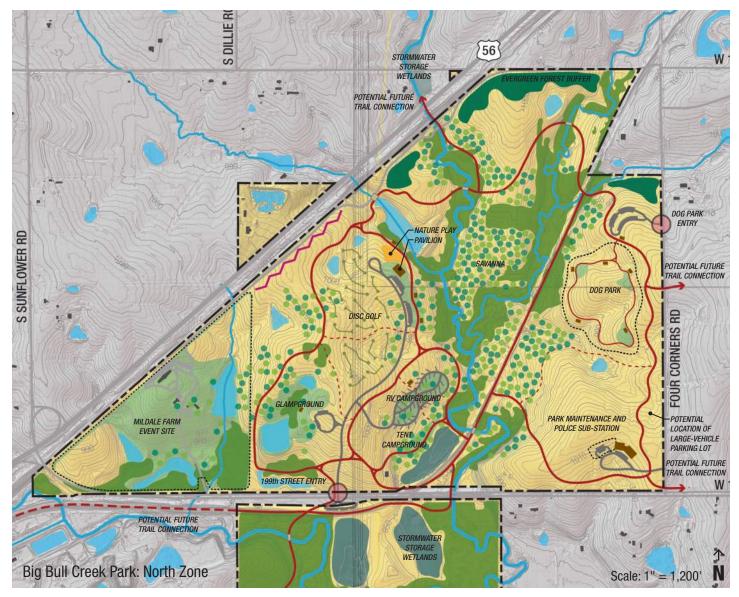
The addition of 35 RV camping spots will help broaden the range and user base for the park. For Big Bull, each RV stall will include a gravel parking pad, fire ring, and power hook-up. A separate septic dumping station will be required. It is recommended that the JCPRD institute a 7-day maximum stay policy, in order to ensure high turnover. The RV campground should be organized by an on-line reservation system with an on-site digital kiosk in order to reduce the need for a rental check-in building.

Tent Camping

Nearby the RV campground will be a mown area that provides space for 25 walk-in tent camp spots. A nearby parking lot will accommodate parking for the tent camping, in order to keep the tent camping area free from vehicular activity. Due to the needs of modern campers, it's recommended that each campsite have access to power and a nearby source for drinking water. Like the RV campground, reservations will be made on-line if needed, with the addition of an on-site digital kiosk to track camping permits and fees.



Big Bull Creek Park



Glampground

It is envisioned that the glampground (a shortened-word for 'glamorous campground') will contain high-end camping facilities, which are closer to a hotel stay than a traditional camping experience. The glampground will be organized into six pods, each pod containing

five tents, a campfire ring, and a shared bathroom and shower facility. That makes a total of 30 tents, with a full occupancy of 60 guests at a time. A parking lot with the capacity of 30 stalls will be provided for the glampground.

The tents can be many things: teepees, yurts, prefab units, tricked-out trailers, converted rail cars, or even shipping containers. The idea is that they are all well-appointed with beds and linen, pillows, electricity, and unique amenities that you may not find at home. Limited food and beverage services may be provided.



199th Street Entry

The primary entrance into the North Zone area is through the 199th Street Entry. As a primary entrance, this entry will receive a primary park sign and landscape treatment. An at-grade trail crossing will accompany the entrance in order to make the pedestrian crossing as safe as possible.

Disc Golf Course

An 18-hole disc golf course is proposed for this park due to the demand coming from the Kansas City metropolitan area. The course should be designed for intermediate users, with each hole being an average of 225 feet long. Since that portion of the site has a number of existing large trees, the course should work around those trees in order to keep it as natural as possible. Disc golfers can use the adjacent parking lots to the east for parking.

Fishing Pond

The large pond that's located in the north central portion of this section creates an ideal backdrop for a nature playground and pavilion. The pond itself has been stocked with fish and would be an ideal location for a catch-and-release pond for beginning anglers. Signage, as well as handicap accessible fishing stations would be required to capitalize on this amenity.

North Rental Pavilion

A large four-season pavilion has been planned to anchor this area of the park. The pavilion would be sized to accommodate groups of 200 people, and would be available through rental agreement only. Amenities in the pavilion would include an overlook deck, catering kitchen, and accessible restrooms to accommodate both indoor and outdoor park users.

North Nature Playground

The nature playground nearby is envisioned to be one of two nature playgrounds for the park. While not as large as the primary nature playground located along Sunflower Road, this playground will serve as a destination on its own. Its location on a slope, overlooking a pond and stream provide a unique backdrop for such a nature-based adventure experience. The playground will include primarily nature-based play activities, with limited traditional equipment. The play equipment will be designed to accommodate all ages of play, from small children to adults. All play equipment will be handicapaccessible.

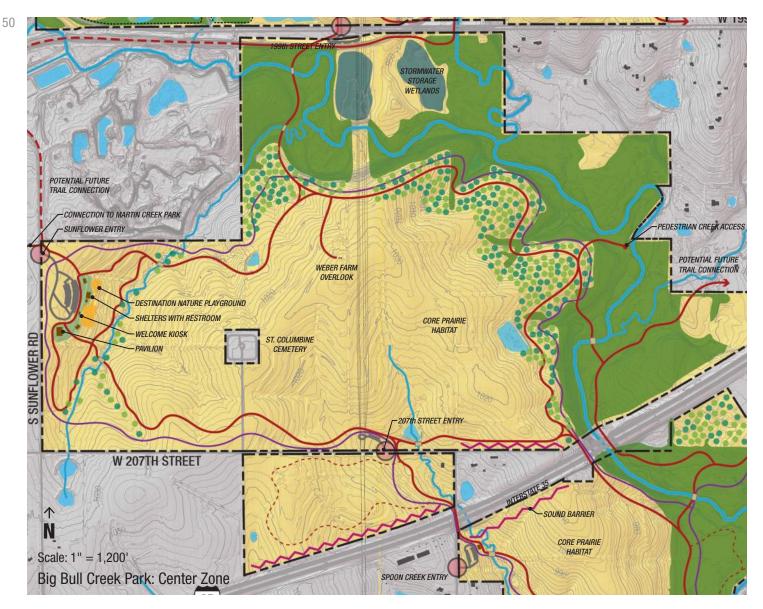
Open-air Shelters

Supporting both the pavilion and playground are three open-air shelters. Two shelters will be sized to accommodate four picnic tables, with one larger shelter designed to fit six picnic tables. The smaller shelters are sited in places to support the nature playground specifically, with the larger one located further way to function on its own. All three shelters have the capacity to be reserved if desired.

Dog Park

On the eastern end of the North Zone section is a proposed dog park. At around 30 acres in size, it is intended to complement the dog park at Shawnee Mission Park. The park will be separated into four bays: two large-dog areas and two small-dog areas. Each area will be cycled in use, to ensure each bay park does not get over-used. Each bay will include a paved walking trail around the perimeter, with mown paths crossing the prairie in the middle. Selected areas will have turf-grass lawns and small shade structures to allow for human users to interact with their dogs and to rest in the shade. No picnic tables will be





provided in order to curtail the desire to bring food into the dog park. The dog park will include an 80-stall parking lot with parking bays separated with bioswales and trees, in order to promote shade for the vehicles and reduce the visual impact to the park.

Potential Large-vehicle Parking Lot

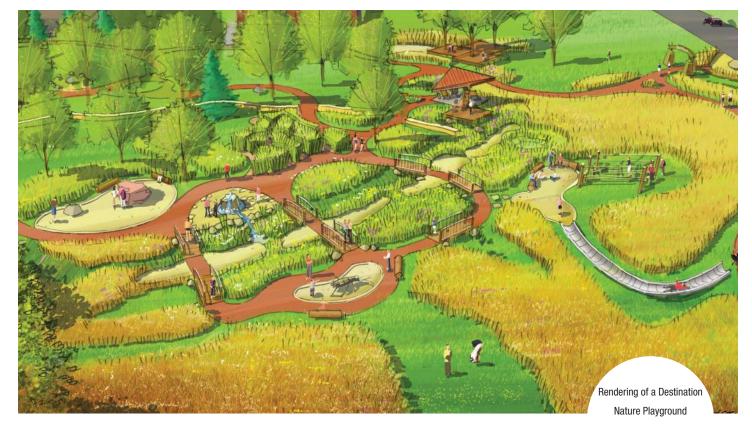
Space has been set-aside along Four Corners Road for the potential addition of a large-vehicle parking lot. This gravel parking lot, designed to accommodate six large vehicles, would serve two primary purposes. The first is to allow a space for semi-trailer trucks to park while their users are in the park. With the Intermodal Facility nearby, the truck drivers often have blocks of time open while freight is being loaded and unloaded. This parking lot would provide on-site space for them to park so they can use the park while they wait. As several truck stops are envisioned to be built along Homestead Lane, a collaborative agreement is recommended between the park and the commercial enterprises to ensure adequate park connections. This may include trail extensions, parking lots, and bike rental facilities.

The other purpose is to provide space for large busses to park. The parking lots for the different amenities on site have been specifically designed to not accommodate large busses, as those vehicles often block traffic and/or take up several stalls at once. Providing a space for short-term busses to park in a nearby location will allow for easy use of the park visitors while keeping busses in a safe area.

Center Zone Sunflower Entry

The second primary park entry point, after 199th Street Entry, is the Sunflower Entry. This is not only the entrance portal for the people of Edgerton, due to its proximity across the street from Martin Creek Park, it is the primary access route for visitors who may come off of Interstate 35 at the Sunflower Road exit.

The facilities at the Sunflower Entry point reflect a welcoming and accessible nature for the park. They include, a pavilion, welcome kiosk, destination nature playground, open-air shelters, restrooms, and a looped walking trail.



Sunflower Pavilion

Similar to the pavilion in the northern section of the park, the Sunflower Pavilion will be designed to accommodate 200 users, with a restroom, catering kitchen, and storage room. The pavilion will be available to groups on a reservation basis.

Welcome Kiosk

A welcome kiosk will be placed at the Sunflower Entry in order to provide a welcome and interpretation experience for park users that does not require a staffed station. This kiosk will be more than just an interpretive panel; it will be designed to be enjoyed as a space which acquaints visitors with their surroundings. Possible content for the kiosk includes park rules and hours, park plans, amenity descriptions and locations, core habitat area plans, descriptions of restoration techniques, interpretation on key plants and animals of the park, geologic information for eastern Kansas, and cultural and historical interpretation for the Big Bull property.

Open-air Shelters

Three open-air shelters are planned to accompany the Sunflower Pavilion. Two are smaller shelters designed to accommodate four picnic tables. One larger shelter, which can accommodate six picnic tables, will be placed in the middle, along with a standalone restroom facility. The larger open-air shelter will also include power capabilities and a small serving counter. All shelters will be reservable through the park's online reservation system.

Destination Playground

The Sunflower Entry will house the park's primary destination playground. This nature-

based play experience will be designed to accommodate up to 200 users at a time. It will be a minimum of one acre in size, though should be encouraged to reach up to five acres at full build-out. The play equipment will be primarily nature-oriented, though traditional play equipment can be inserted to fill any needs. All play equipment should be designed with handicap accessibility.

Loop Trails

A small loop trail is provided at this entry in order to serve the immediate needs of Edgerton in particular. This one-mile loop trail, which stays to the west of the small drainage channel, will provide an excellent place to walk a dog or take school children on a short nature walk.

Weber Farm Overlook

In the center portion of the Center Zone site are remnants of the Weber Farm. The only standing vestiges of this farmstead are two concrete silos and a couple sheds. While most of the remaining buildings can be removed, it's recommended that the silos are retained, as their location on one of the highest points of the site make them a unique landmark for park users. To accompany them, and to celebrate this high point, an overlook is planned to take advantage of the surrounding landscape. Aimed to the south and southeast, the overlook should be built to bring visitors 10-12' above the existing grade. This overlook should be built out of a burn-resistant material such as galvanized steel, and should be designed with handicap accessibility in mind.

North Pedestrian Creek Access

On the east end of the Center Zone section is a designated creek access point. This destination will encourage users to safely reach and access the creek to connect with the plants and animals along Big Bull Creek. The access point will limit all disturbances to areas of the creek bank that are not showing signs of erosion. A light footprint will also be required, so the actual creek access point may be constructed out of an elevated boardwalk material in order to reduce pedestrian disturbance in sensitive areas and to provide unique vantage points. Interpretive signage, highlighting the importance of water quality, key plant and animal species, and forest maintenance techniques will be included.

207th Street Entry

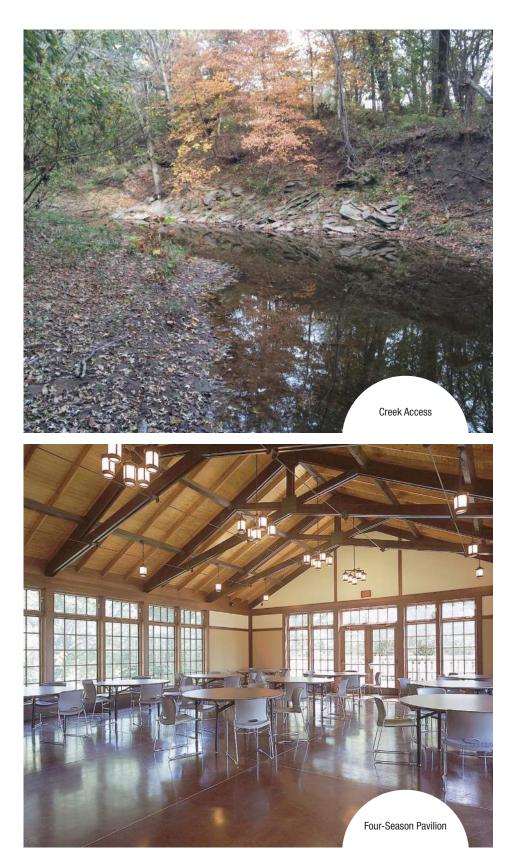
The one access point along 207th Street will provide access to the pedestrian and equestrian trails that loop this portion of the site. The small trailhead will include space for 20 cars, as well as a turnaround for ease-of-use. It will be signed as a secondary entrance.

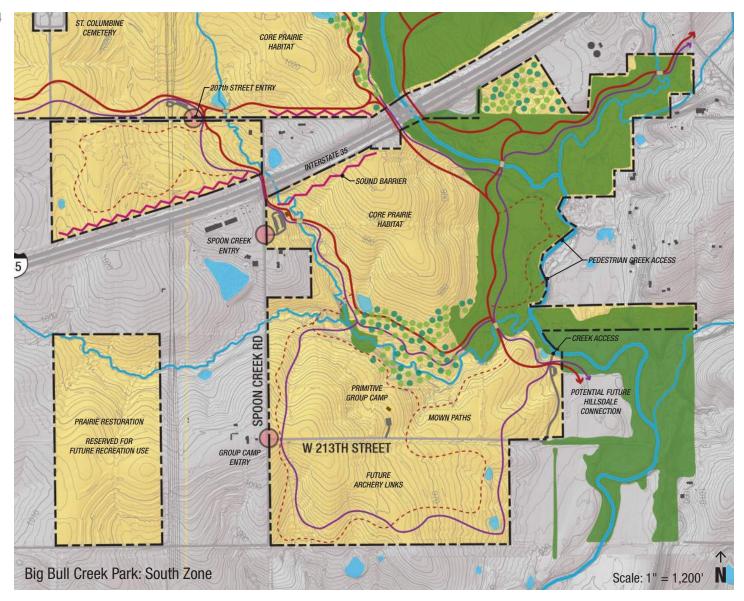
Noise Barriers

Extended noise barriers are proposed along both sides of Interstate 35, on park property only. These earthen and vegetated buffers aim to reduce the constant noise of the interstate, which will increase the usable prairie habitat for native animals. As the existing topography changes in these areas, the height of the barrier will change as well. Further study will be required when it's time to implement these important improvements to ensure they are as functional and aesthetically pleasing as possible.



Land Bridge Illustrate land bridge idea here.





South Zone Spoon Creek Entry

The main access point and trailhead for the southern portion of the site is the Spoon Creek Entry. Located across from Classic Tango Stables, this is also the primary equestrian trailhead for the site. Signed as a secondary entrance, this entry point will include a gravel parking lot, providing parking space for 10 equestrian trailers and 15 cars. A small restroom facility is provided, as well as drinking water sources for both humans and horses.

South Pedestrian Creek Access Points

On the eastern portion of the South Zone section are three additional creek access points. The first two are located roughly 2,000 feet apart and are accessed by

soft-paved trails. These are designed to specifically accommodate creek walkers, as well as providing an entry point for kayakers and paddleboarders. This portion of Big Bull Creek is relatively open and stable, making it an ideal location for users to get down in the creek and explore. Unlike the northern creek access point, these access areas have minimal interpretation.

Further to the south, at the end of an extension of 213th Street, is a creek access point that has vehicular access. This is offered as a point to enter Big Bull Creek if users are looking to travel further south into Hillsdale State Park. This creek access point will have a small paved ramp to the creek, accommodating kayaks, paddleboards, and canoes only. A small gravel parking lot, accommodating 10 cars, is provided for creek users.

Primitive Group Camping

North of 213th Street is an area dedicated to primitive group camping. This is intended to be used by small organized camping groups such as the Boys and Girl Scouts or local church groups. This area has minimal amenities: an open-air shelter accommodating six picnic tables, a portable restroom, and a parking lot accommodating 20 vehicles. All campsites will be mown, and are intended to be located near to the creek. Mown paths will connect these camp sites to other trails and to Big Bull Creek to the east.

80-acre Parcel

The stand-alone, 80-acre parcel of the park has a lot of unique possibilities. As it is not connected to the rest of the park, it can act as its own entity and does not have to conform with the other parameters assigned to the contiguous Big Bull Creek Park property. Below are several options that have been identified for this piece of property. For the purposes of this Master Plan, Option A is recommended for implementation at this time, however further study should be completed in the future to help determine the best use of this property.

Option A: Focus on supporting the contiguous Big Bull Creek Park through a series of nurseries. The parcel could be a primary nursery for choice pollinator forbs, shrubs, and trees that could then be introduced in the larger park. The prairie could be developed to act as a seed source for the park as well as other prairie restoration initiatives in the region.

Option B: Focus the development on natural habitat space and education. The parcel would be reserved for habitat restoration, with a focus on pollinators (bees, butterflies, etc.). Education platforms and spaces could be added to explore the topics of prairie restoration and/or edible native landscapes.

Option C: Focus on events, such as weddings and family reunions. The northern half of this parcel could be dammed in order to create a viable fishing pond. Locate an adjacent rental facility on that pond and this may be one of the most attractive locations for an event in the county. Other improvements may include smaller open-air shelters and mown turfgrass for unprogrammed play.

Option D: Focus on sports events. The center of this parcel is on the high point of the hill:

an ideal spot for large open sports fields. The park could easily accommodate four to six soccer or baseball/softball fields. It would also make a good location for an RV aircraft landing strip.

Option E: Focus on a large, destination dog park. This parcel could supplement the northern dog park in making a 60 acre dog park. At that size, it would be the largest dog park in the county and would be a destination for many eastern Kansas residents.

