

**EDGERTON CITY COUNCIL
MEETING AGENDA
CITY HALL, 404 EAST NELSON STREET
June 13, 2024
7:00 P.M.**

Call to Order

1. **Roll Call**

_____ Roberts _____ Longanecker _____ Lewis _____ Lebakken _____ Malloy _____ Conus

2. **Welcome**

3. **Pledge of Allegiance**

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

4. Approve Minutes from May 23, 2024 Regular City Council Meeting

Motion: _____ Second: _____ Vote: _____

Regular Agenda

5. **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.

6. **Public Comments.** The City of Edgerton encourages public participation in local governance issues. To facilitate an efficient and effective meeting, persons wishing to address the City Council must sign-up before the meeting begins. Speakers must provide their name and address for the record and are limited to three (3) minutes. The maximum time limit for all speakers will be thirty (30) minutes. Comments on personnel matters or matters pending before court/other outside tribunals are not permitted. Any comments are for informational purposes only. No action will be taken.

The Mayor may modify these provisions, as necessary. The Mayor may limit any unnecessary, off-topic, or redundant comments or presentations. Speakers should address their comments to City Council members only and should not speak to fellow audience members. City Council members will not engage in a dialogue or debate with speakers. Speakers and audience members should conduct themselves in a civil and respectful manner. Disruptive conduct may result in removal from the meeting.

Business Requiring Action

7. **CONSIDER ACCEPTANCE OF A PROPOSAL FOR FITNESS EQUIPMENT AT THE GREENSPACE WITH JOHNSON FITNESS AND WELLNESS FOR \$15,889.18**

Motion: _____ Second: _____ Vote: _____

8. **CONSIDER AGREEMENT WITH STRATEGY LLC FOR THE GREENSPACE PROJECT TO PROVIDE NETWORK RACK AND EQUIPMENT FOR \$19,208.35.**

Motion: _____ Second: _____ Vote: _____

9. CONSIDER A CONTRACT WITH BRIGHTSPEED TO PROVIDE INTERNET SERVICE AT PUBLIC WORKS AND BIG BULL CREEK WASTEWATER TREATMENT PLANT

Motion: _____ Second: _____ Vote: _____

10. CONSIDER A THREE-YEAR CONTRACT WITH KWIKOM TO PROVIDE INTERNET SERVICES AT THE GREENSPACE LOCATED AT 303 EAST NELSON

Motion: _____ Second: _____ Vote: _____

11. Report by the City Administrator

- Update on 312 E 5th Street
- Public Works Quarterly Update

12. Report by the Mayor

13. Future Meeting Reminders:

- June 27: City Council Meeting – 7:00 PM
- July 9: Planning Commission – 7:00 PM
- July 11: City Council Meeting – 7:00 PM
- July 18: Budget Work Session – 7:00 PM
- July 25: City Council Meeting – 7:00 PM
- August 8: City Council Meeting – 7:00 PM
- August 13: Planning Commission – 7:00 PM
- August 22: City Council Meeting – 7:00 PM

14. CONSIDER RECESSING INTO EXECUTIVE SESSION PURSUANT TO THE ATTORNEY/CLIENT EXCEPTION TO INCLUDE CITY ATTORNEY, CITY ADMINISTRATOR, PUBLIC WORKS DIRECTOR, AND CIP PROJECT MANAGER FOR DISCUSSIONS RELATED TO ACQUISITION OF REAL PROPERTY (K.S.A. 75-4319(B)(6))

Motion: _____ Second: _____ Vote: _____

15. Adjourn Motion: _____ Second: _____ Vote: _____

EVENTS

- 6/14 & 6/15: Frontier Days
- 6/19: Senior Lunch
- 6/20: Culinary Kids: Spaghetti & Meatballs
- 6/20: Sweet Summer: Saltwater Taffy
- 6/21: Coloring Cafe
- 6/24: Fun in the Sun
- 6/27: Crafty Kids: Axolotl Beaded Keychain

City of Edgerton, Kansas
Minutes of City Council Regular Session
May 23, 2024

A Regular Session of the City Council (the Council) was held in the Edgerton City Hall, 404 E. Nelson, Edgerton, Kansas May 23, 2024. The meeting convened 7:00 PM with Mayor Donald Roberts presiding.

1. **ROLL CALL**

Clay Longanecker	present
Josh Lewis	present
Deb Lebakken	present
Bill Malloy	present
Ron Conus	present

With a quorum present, the meeting commenced.

Staff in attendance: City Administrator, Beth Linn
 City Attorney, Lee Hendricks
 City Clerk, Alex Clower
 Assistant to the City Administrator, Kara Banks
 Finance Director, Karen Kindle
 Public Work Superintendent, Trey Whitaker
 Parks and Recreation Director, Levi Meyer
 Recreation Superintendent, Brittany Paddock
 CIP Project Manager, Holly Robertson

2. **WELCOME.** Mayor Roberts welcomed all in attendance.

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

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

4. Approve Minutes from May 23, 2024 Regular City Council Meeting

Councilmember Lewis moved to approve the Consent Agenda, seconded by Councilmember Lebakken. The Consent Agenda was approved, 5-0.

Regular Agenda

5. **Declaration.** There were no declarations made.

6. **Public Comments.** There were no public comments made.

7. **Request for Funding** for the 2024 Gardner Edgerton Alumni Hall of Fame.

Mr. Charlie Troutner addressed the Council. He stated he spoke last meeting about the formation of the Hall of Fame. He stated Mr. Ray Braun was selected unanimously by the Hall of Fame committee. He stated the three inductees are some very important people to this area and deserve to be recognized. He stated on September 7th, there will be a formal ceremony at Gardner Edgerton High School. He requested a donation of \$500 to go toward the expenses related to this event, including spirit wear, awards, picture backdrop, and other miscellaneous items that may arise. He stated he would also like to hold a special reception here at City Hall for the Braun family and is asking for fees be waived for that rental.

Mayor Roberts stated Mr. Braun was a tremendous advocate for the City and really, the region. He stated he is in favor of both requests.

Councilmember Longanecker motioned to approve the donation of \$500 and waiving the rental fee. Councilmember Conus seconded the motion. The request was approved, 5-0.

Councilmember Lebakken stated when her family moved here, Ray was one of the first names she learned, and she immediately knew he was important to this town.

Mr. Troutner stated the terms legend and icon are used a lot these days, and Ray Braun is really both. He is Edgerton.

8. **Presentations** by Representatives from Outside Agencies for 2025 Budget Requests

- Frontier Days, John Daley

Mr. John Daley, Treasurer for Frontier Days Association addressed the Council. He stated this year, the committee has worked hard to try to reduce expenses where they can. He reviewed the event for 2024 and stated they have cover bands, found a cheaper stage, and they are working to find a real carnival and put some funds towards that. He stated for 2025, the Association is requesting an increase from \$30,000 to \$35,000. He stated other than NorthPoint and the City, there really are not any major donors.

Mayor Roberts stated he thinks it is great that they are bringing Jadynce back.

John Daley stated she wanted to come back and they are very excited and eager to have her here.

Councilmember Longanecker made motion to approve the request of \$35,000. He stated nothing is getting any cheaper.

Councilmember Lebakken stated what if they increased the donation to \$40,000. She stated she requested members of the public to come to the meeting to express their desire for carnival rides. She stated she does not think they realize how much the city does contributes to this event.

Councilmember Longanecker stated children love the carnival. He stated a lot of the ones that used to be at the event were scary to look at.

Mr. Daley stated a lot of small carnivals went out of business because of the pandemic. He stated if there were a larger event, it might be different but right now, the event just cannot get the numbers needed to entice a carnival to come out.

Councilmember Longanecker stated he does not have a problem increasing the funds to \$40,000.

Councilmember Conus stated he would like to keep it at \$35,000, just for the simple fact that Councilmember Lebakken asked people to come and voice their desire for this event and nobody showed. He asked what they would get for an extra \$5,000.

Mr. Daley stated they could look at doing smaller carnival rides with fun services, but if that is not a possibility then they could look at having more entertainment. He stated they could also hold back some of the money in reserve to have bigger and better event for the big years. He stated he is hoping for the 60th that they will be able to have a big carnival.

Mayor Roberts stated every carnival they have ever had has been successful.

Mr. Daley stated it is getting difficult to find carnivals, but the Association could also stockpile until the 55th or 60th while still keeping a 2 year cushion.

Mayor Roberts stated NorthPoint has been a huge contributor to Frontier Days for years.

Councilmember Lebakken stated they do a lot under the radar.

Mayor Roberts stated they might be the single largest contributor to that event and many others within the community.

Councilmember Lewis stated \$40,000 is fine with him. He understands the price increases in everything.

Councilmember Malloy agreed.

Councilmember Longanecker stated this event is for our community.

Councilmember Malloy stated he thinks it is a great thing bringing in entertainment for the kids, and does not believe \$35,000 to \$40,000 is a huge leap to do that.

Councilmember Lewis made motion to approve the \$40,000 funding request for the 2025 budget. Councilmember Lebakken seconded the motion. The funding request was approved, 5-0.

- Johnson County Utility Assistance, Joanne Haworth

Ms. Haworth addressed the Council. She thanked Council for their continued support in the program. She referenced the slides provided and stated how Johnson County Utility Assistance continues to offer support to the community. She stated for 2024, the City pledged \$2,000 and to date, the City fund balance is \$2,814. She stated the funds are used for Edgerton residents who qualify for support needed for past due electric, water, propane, gas, and wastewater utility bills. She stated in 2023, \$517 was utilized and to date this year, \$200 has been used.

Councilmember Longanecker stated even if we contributed \$1,500 it would still roll over if not used.

Ms. Haworth stated correct. She stated it is hard to predict how busy they will be and how the funds will be utilized especially after the ARPA funds expire.

Councilmember Longanecker made motion to approve the \$1,500 funding request for the 2025 budget. Councilmember Conus seconded the motion. The funding request was approved, 5-0.

- United Community Services (HSF), Erika García Reyes

Ms. Reyes addressed the Council. She thanked Council for their continued support in the program for the last 12 years. She stated in 2023 roughly \$440,000 was allocated through 19 programs to 58,000 Johnson County residents. She stated over 175,000 units of service, including health, wellness and safety, basic needs like medical and dental, safe shelter, meals, etc. and workforce and income support. She stated in 2024, the City contributed \$3,000 to the program and due to the continued increase in costs, she stated they are requesting to keep that funding amount the same at \$3,000 for the 2025 budget.

Mayor Roberts stated he is on the board for UCS and if he would have to vote tonight, he would abstain due to him serving on the board and conflict of interest. He stated he really appreciates what UCS does and that they are a data driven entity. He stated they have a tremendous amount and use it well. He stated the gap funding grew quite a bit, he thought it was closer to \$40,000 the previous year.

Councilmember Longanecker asked for the citizens that need help, where does this gap funding come from.

Ms. Reyers stated if funding is not able to be provided from the sources they have, they would have to try to see funding elsewhere.

Councilmember Conus stated he would like to increase the funding to \$5,000.

Mayor Roberts stated it is a big bang for our buck with the matching dollars. He stated the need is there.

Councilmember Conus made motion to approve the \$5,000 funding request for the 2025 budget. Councilmember Longanecker seconded the motion. The funding request was approved, 5-0.

- Miami County Conservation District, Kaitlin Knauss

Ms. Knauss addressed the Council. She stated she works with farmers to do different practices to keep chemicals out of the watershed including planting cover crops, etc. She stated the Hillsdale Lake Watershed is about 144 square miles with impairments such as sedimentation, nitrogen and phosphorus found. She stated her job is to work to reduce the runoff found in the watershed. She stated the grant funding provides dollars for personnel, workshops, travel and the introduction of best management practices for farmers. She stated the funding has allowed them to do school activities and field days to teach younger generations how to protect the environment they live in. She stated there is an in-kind match with a grant cycle of 3 years, and this cycle runs from 2022-2025. She stated they are requesting \$2,500 for the 2025 budget year for watershed education and outreach.

Councilmember Longanecker asked how much of the sedimentation has cover crops kept from going into the lake.

Ms. Knauss stated based off modeling, just last year it was reduced to 1511 tons of sediment from the lake and 1800lbs of phosphorus and nitrogen. She stated they are seeing multiple things that help, cover crops and no-till farming are very helpful and the water is coming out cleaner. She stated now they are worried more about the algae. She stated compared to previous years, they have had the highest nutrient reduction loads with the practices in place.

Councilmember Longanecker stated in the past, there have been people who say the intermodal is detrimental to the watershed. He asked if that is true.

Ms. Knauss stated her primary job is to educate and work with farmers.

Councilmember Lewis asked if she has been out to Edgerton Elementary.

She stated it is very hard to get into schools and have not been out yet. She stated they do have education for elementary ages and would love to get in contact with the school here to provide outreach activity. She stated she can work with staff to provide an itemized report of where the funds contributed are used.

Ms. Linn stated she would like to remind Council that because this is a water-based entity, the funds contributed are from the Water Fund.

Mayor Roberts stated staff is working with The Greenspace Building in stormwater reduction with natural planting. He stated with the ribbon cutting, would love to have someone from WRAPS in attendance to talk about this stuff. He stated his desire and the desire of the community is to make Hillsdale the best they can because it is our water source.

With no further questions or comments, Mayor Roberts requested motion to approve the \$2,500 funding request for the 2025 Budget.

Councilmember Lewis moved to approve, seconded by Councilmember Malloy. The funding request was approved, 5-0.

- ElevateEdgerton!, James Oltman

Mr. Oltman addressed the Council. He referenced the included documents and the Economic Development Highlights. He stated Edgerton has seen tremendous growth over the last few years, including expansion at the intermodal, the development of On the Go Travel Center and the Edgerton Crossing Development. He stated they recently announced the opening of Maverik, a major travel center. He stated he thought it was worth mentioning the positive impact Edgerton has seen, in 2014 retail sales were just over \$16 million and just under 10 years later the City is seeing roughly \$109 million in sales.

He referenced the 2025 scope of services and stated ElevateEdgerton! is focusing on housing, retail/commercial recruitment, and workforce efforts. He stated they also represent Edgerton within different organizations. He stated this year, ElevateEdgerton! is asking for a slight increase of \$2,500 for the 2025 budget year, this is the first increase done in the last 5 or so years.

Councilmember Longanecker made motion to approve the \$67,500 funding request for the 2025 budget. Councilmember Lebakken seconded the motion. The funding request was approved, 5-0.

- Project Grad, Christi Mullsen

Representatives from 2025 Project Grad addressed the Council. Ms. Mullsen stated her daughter will be a senior next year and they have already begun efforts to raise money, including handing out bottled water at graduation. She stated it is expected to be the largest class this next year. She stated she attended the Project Grad for this year to get a feel for what it is they do. Over 250 students attended with 430 students graduating. She stated due to this being the highest expected graduation year, project grad is requesting \$8,000.

Councilmember Longanecker asked how much was donated to them last year.

Ms. Linn responded \$6,000.

Ms. Mullsen stated it is very expensive for goods and services. They are happy to take whatever is offered from the City. She stated they will be making a request to Gardner as well.

Mayor Roberts asked how many students are from Edgerton that will be graduating.

She stated she does not have that information but could try to get it.

Mayor Roberts stated Gardner did not donate as far as he knows.

Councilmember Lebakken stated they reduced their contribution.

Councilmember Lewis stated it is a good thing we are better than that.

Mayor Roberts stated it is worth noting that if there are 20 students, \$8,000 is a lot of money. He stated that is almost 20% of their total budget. He stated it is worth it to him because this is really what keeps kids safe during this time. He believes this event really has saved lives in our school district over the years.

Ms. Mullsen stated she was not aware there is going to be new home developments and added more students from Edgerton is great. She stated they are still doing all their fund-raising efforts and will continue to work to do whatever they can to keep the kids safe after graduation.

Councilmember Lebakken stated this year's graduation had roughly 15 students from Edgerton.

Councilmember Longanecker stated he has no problem with the budget request.

Councilmember Lebakken made motion to approve the \$8,000 funding request for the 2025 budget. Councilmember Longanecker seconded the motion. The funding request was approved, 5-0.

Mayor Roberts stated he would like to know what Gardner contributes.

- Robert Cook Memorial Votech Scholarship
There was no contribution made to the Votech Scholarship fund for 2025 due to their funding balance of \$3,000 and no scholarships being awarded.

Business Requiring Action

9. CONSIDER A 4-YEAR LEASE AND MAINTENANCE AGREEMENT WITH MAPS, INC., FOR A MULTIFUNCTION PRINTER/COPIER FOR CITY HALL

Ms. Banks stated the lease on the current printer in the front office at City Hall is expiring. She stated due to this, staff sent out requests for proposal and received 4 of 5 back. She stated the lowest and best price was from MAPS who currently holds leases on the printers at the other city facilities. She stated the bid details are enclosed.

With no questions or comments, Mayor Roberts requested motion to approve the lease contract with MAPS, Inc.

Councilmember Lewis moved to approve, seconded by Councilmember Longanecker. The agreement was approved, 5-0.

10. CONSIDER AWARD OF CONSTRUCTION OF THE DWYER SANITARY SEWER IMPROVEMENTS PROJECT TO BEEMER CONSTRUCTION CO., INC. FOR \$747,900.00 FOR THE BASE BID TOTAL

Ms. Robertson addressed the Council. She stated in August 2022, the City Council approved the recommendation of Planning Commission to approve an application for a PUD for Dwyer Farms. She stated in September of that year, the contract with BG Consultants for the design of the project was approved.

She stated the wastewater infrastructure needed to serve Dwyer Farms includes three project sites. Site 1 includes the installation of sanitary sewer pipe to serve the development of the project and future development within the same watershed. She stated this contract award is limited to installation of the new sanitary sewer extension. Site 2 includes install of an equalization basin, new transmission main, upsized to the sewer line under Sunflower Road and lift station improvements at the City Lift Station. She stated Site 3 includes improvements to the SCADA system and replacement of aged equipment at the Big Bull Creek Wastewater Treatment Plant. She stated Sites 2 and 3 have not been fully scoped and have not yet been bid for design and construction but will be brought to Council at a later date.

She stated on April 18, 2024, the City held a public bid opening and received six bids for the Dwyer Sanitary Sewer Improvements that includes the first phase of the project. She stated the bids ranged from \$747,900.00 to \$1,147,388.70. The engineer's estimate was \$1,200,652.60. A copy of the bid tabulations is attached.

She stated the design team reviewed bid information provided by each contractor. Additionally, the engineer evaluated Beemer Construction's recent, similar project experience, qualifications, and understanding of all project requirements. She stated following that review, the engineer together with staff, recommends Beemer Construction Co., Inc., as the lowest responsive, responsible, and most qualified bidder for the project. A written recommendation from the engineers is also attached. She stated this item is still being reviewed by City Attorney and requires KDHE approval.

With no questions or comments Mayor Roberts requested motion to approve the agreement with Beemer Construction pending City Attorney and KDHE approvals.

Councilmember Longanecker moved to approve, seconded by Councilmember Conus. The agreement was approved, 5-0.

11. CONSIDER A PROFESSIONAL SERVICES AGREEMENT WITH GEORGE BUTLER ASSOCIATES, INC. (GBA) TO PROVIDE CONSTRUCTION ADMINISTRATION AND OBSERVATION SERVICES FOR THE DWYER SANITARY SEWER IMPROVEMENTS PROJECT AND AUTHORITY FOR CONTINGENCY FOR CONSTRUCTION INSPECTIONS

Ms. Robertson stated due to the complexity of funding sources, utilities, railroad encroachment, and reporting requirements of this project, City Staff solicited requests for qualifications to consultants to provide construction administration and observation services for the sewer extension.

She stated the Requests for Qualifications were sent out beginning April 10, 2024 and due May 2, 2024. City Staff hosted a pre-submittal meeting on April 22nd for interested parties. She stated a total of two (2) submissions were received and reviewed by the selection committee (City Engineer, Public Works Director, and CIP Project Manager). After review and discussion the selection committee recommends George Butler and Associates, Inc. (GBA) as the best, most qualified team for the project. She stated the selection committee recommends the team based on their existing experience providing these specific services to municipalities both of similar size and larger populations as well as their project resumes. Notably, GBA has an exceptional record of administering State Revolving Fund (SRF) projects, Davis-Bacon Wage Rate, Build America Buy America (BABA) and American Iron and Steel (AIS) requirements.

She stated staff recommends utilizing GBA for construction administration and observation services of the construction associated with the Dwyer Sanitary Sewer Improvement Project. She stated selection of GBA will align with the start date for the project. Staff and GBA will utilize the standard PSA approved by the City Attorney. She stated the agreement provides a scope of work to include services of performing inspections, notification to City of any significant issues/changes to the plans, providing detailed reports of construction activity, reviewing testing report and pay estimates, etc. She stated the agreement also includes administration of required SRF provisions including wage rate interviews, Davis-Bacon, BABA, and AIS documentation. She stated this agreement is structured similar to the agreement for City Engineer services where the City is only billed for actual hours of work performed. As with prior projects, GBA provided an estimate for the project of \$105,418. Staff recommends including a city-controlled \$20,000 contingency for this project to account for this project to account for the complexity of the project, multiple parties, and different funding sources involved. She stated the provided estimate and contingency are within the project budget.

Councilmember Longanecker stated the city currently uses GBA for building permit inspections. He asked if this is the same.

Ms. Robertson stated this would be a completely different team; same company but different branch.

Ms. Linn stated we have used GBA for building but have not used them much since the hiring of Jim Brown, the building inspector. She stated this agreement would be for infrastructure, which in the past has typically been RIC and occasionally GBA.

Mayor Roberts asked about the \$20,000 contingency.

Ms. Robertson stated staff scoped services that we expect them to need, so if there is anything additional, they will have to administer. She stated staff is waiting for additional information from KDHE.

Mayor Roberts asked for the term of the project.

Ms. Linn stated the some of the information that staff is waiting on is related to the requirements from KDHE per SRF.

Mayor Roberts asked if that is part of the base bid.

Ms. Robertson confirmed it is included and added the schedule may change. She stated all requirements were outlined in the bid, based on their experience with other SRF requirements.

Ms. Linn stated staff can report back on the contingency amount.

Mayor Roberts stated he would like that because 20% is quite a bit for contingency.

With no further questions or comments, Mayor Roberts requested motion to approve the agreement with no contingency amount.

Councilmember Longanecker moved to approve, seconded by Councilmember Conus. The agreement was approved with no contingency amount, 5-0.

**12. CONSIDER RESOLUTION NO. 05-23-24A APPROVING A FIVE-YEAR/
CITY/COUNTY STREET IMPROVEMENT PROGRAM 2025-2029.**

Ms. Robertson stated each year, the cities in Johnson County are invited to submit projects to be considered for the five-year city/county street improvement program through the County Assistance Road System (CARS) program. She stated the program provides funds to the cities of Johnson County to construct and maintain their major arterial roadways.

She stated using a scoring system the county selects and allocates funds. The County pays 50% of the construction and inspection costs, while the cities are responsible for design, right-of-way, and utility relocation costs. She stated the types of projects eligible for CARS program include: Capacity Improvements (additional lanes), Major maintenance (overlays, patching), System Management (intersection improvements, traffic signals, turn lanes, etc.), Bridge (replacement or rehabilitation), and Route Enhancements (sidewalk, bike paths, street lighting, etc.)

She stated prior to LPKC, the City frequently did not participate in this program due to the local match requirement to receive funding. With new sources of revenue available, the City has identified potential projects to be submitted for consideration the next annual 5-year CARS Program. She stated staff is working with City Engineer/BG Consultants to provide detailed project cost estimates and scopes for these projects. This additional information will be submitted with the CARS 2025-2029 program submission. She stated both projects are funded in the 2024-2028 CIP. The five-year plan has flexibility to move projects throughout the plan years, as well as addition or removal of projects. She stated for both projects, the city portion will be funded by RHID.

With no further questions or comments, Mayor Roberts requested motion to approve the resolution pending City Attorney approval.

Councilmember Longanecker moved to approve the motion, seconded by Councilmember Lebakken. The resolution was approved, 5-0.

13. CONSIDER RESOLUTION NO. 05-23-24B APPROVING THE UPDATED CITY OF EDGERTON EMPLOYEE SAFETY MANUAL

Ms. Linn stated Safety Committee is one of the most important pieces of the City's team. Staff members meet once a month to conduct safety training where the topics are lead by this committee. She stated this group has worked very hard to update the safety manual. She stated there is also a financial benefit for the City because it leads to premium savings in workers comp.

Councilmember Malloy asked why there is not an active shooter procedure in the Emergency Procedures.

Ms. Paddock stated that will be one of the next items on the list to complete by Safety Committee.

Councilmember Conus asked if there is a history of safety issues.

Ms. Linn stated it is very infrequent.

With no further questions or comments, Mayor Roberts requested motion to approve the resolution.

Councilmember Lewis moved to approve, seconded by Councilmember Lebakken. The resolution was approved, 5-0.

14. Report by the City Administrator

Ms. Linn stated she would like to remind Council of the budget work session on July 18th. She stated at the last Council meeting, staff gave a report on the 3rd of July event and how the costs have increased. Due to this, the direction received from Council was to increase the picnic

and provide the ability to purchase gear instead of providing free T-shirts. She stated tonight, the Edgerton shop will go live where residents can purchase hats and t-shirts.

She stated two weeks ago was public service week and a little thank you gift for that is at councilmembers seats.

15. Report by the Mayor

Mayor Roberts stated he had no report to give.

16. Future Meeting Reminders

Mayor Roberts reminded the Council of the future meetings for the Council and Planning Commission.

17. Adjourn

Councilmember Lewis moved to adjourn, seconded by Councilmember Lebakken. The meeting was adjourned at 9:05PM 5-0.

Submitted by Alexandria Clower, City Clerk

City Council Action Item

Council Meeting Date: June 13, 2024

Department: Public Works

Agenda Item: Consider Acceptance of a Proposal for Fitness Equipment at The Greenspace with Johnson Fitness and Wellness for \$15,889.18.

Background/Description of Item:

On July 13, 2023, City Council awarded the contract with Combes Construction, LLC for construction of The Greenspace Project. Construction began in August of 2023.

Staff has reviewed fitness equipment of facilities of similar size to The Greenspace and requested recommendations for equipment from two equipment providers. Consideration for future operations, flexibility, maintenance, and durability were top deciding factors for the items selected. City Staff would recommend accepting the proposal with Johnson Fitness and Wellness to purchase the fitness equipment, which includes one bi-annual maintenance visit, all of which is outlined in this contract.

The proposal includes the equipment shown in the attached layout. Additional details are included in the attached agreement and quote.

This agreement includes purchase of the attached list of equipment and one bi-annual maintenance for a lump sum fee of \$15,889.18. In alignment with the City's purchasing policy, this agreement incorporates reduced prices for municipalities through cooperative purchasing agreements. This amount is within the budget initially estimated for finishes, furnishings, and equipment (FF&E) to prepare the project budget. There will be other costs yet to be determined within this budget item (gym equipment, janitorial equipment, etc.). Staff will continue to monitor the project budget and periodically update the Governing Body as categories of cost are set.

The Agreement is still pending review by City Attorney. City Staff recommend approval of this agreement pending City Attorney review.

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

Funding Source: GO Bonds



Budget Allocated: \$8,704,950

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

Recommendation: Approve Acceptance of Proposal for Fitness Equipment at The Greenspace with Johnson Fitness and Wellness for \$15,889.18.

Enclosed: Johnson Fitness & Wellness
Fitness Equipment Layout

Prepared by: Holly Robertson, PE, CIP Project Manager



Johnson Fitness & Wellness

Tony Decker (3808)
 4511 South 119th Circle
 Omaha, NE 68137
 Phone: (402) 699-5409
 Fax: () - -

Quote

Quote Order 243-002092
 Date 04/24/24

Ship To Information

The Greenspace
 Holly Robertson
 319 East Nelson
 Edgerton , KS 66021

Work: (913) 893-6231

Email: hrobertson@edgertonks.org

Bill To Information

The Greenspace
 Holly Robertson
 319 East Nelson
 Edgerton , KS 66021

Work: (913) 893-6231

Email: hrobertson@edgertonks.org

Expiration Date: 1/1/2025

Terms: Prepaid

Qty	SKU	Description	Delivery Method	Tax	List Price	Your Price	Ext. Price
		<u>OPTION #2 - VISION</u>		<input type="checkbox"/>			
		OMNIA CONTRACT		<input type="checkbox"/>			
		Cardio Equipment		<input type="checkbox"/>			
2	VFT600-03	Vision Fitness T600-03 Treadmill	Deliver	<input type="checkbox"/>	\$5,399.00	\$3,632.84	\$7,265.68
1	VFR60-04	Vision Fitness R60-04 Recumbent Bike	Deliver	<input type="checkbox"/>	\$3,399.00	\$2,219.12	\$2,219.12
				<input type="checkbox"/>			
		Functional Trainer		<input type="checkbox"/>			
1	VF-VST-600-FT-02	Vision Fitness Functional Trainer	Deliver	<input type="checkbox"/>	\$4,299.00	\$2,875.00	\$2,875.00
1	AKTV-CKB-S10-30	AKTIV KETTLEBELL SET 10LB-30LB	Deliver	<input type="checkbox"/>	\$450.00	\$378.00	\$378.00
				<input type="checkbox"/>			
		Dumbbells/Rack/Benches		<input type="checkbox"/>			
1	VFW-RBHX-5-50	Vision Fitness Rubber Hex Dumbbell 5-50lb Set	Deliver	<input type="checkbox"/>	\$1,100.00	\$719.23	\$719.23
1	889HDR	TKO 2-Tier Horizontal Dumbbell Rack	Deliver	<input type="checkbox"/>	\$760.00	\$492.86	\$492.86
1	VF-VST600-FW82	Vision Fitness FW82 Adjustable Bench	Deliver	<input type="checkbox"/>	\$1,099.00	\$690.00	\$690.00
1	TKO-7049	TKO Utility Bench	Deliver	<input type="checkbox"/>	\$420.00	\$318.00	\$318.00
				<input type="checkbox"/>			
		Accessories		<input type="checkbox"/>			
1	PF-400-150-132	Prism Fitness Self Guided Essential Package	Deliver	<input type="checkbox"/>	\$1,050.00	\$931.29	\$931.29
		<i>Mats, foam roller, bands, med balls, stability balls</i>		<input type="checkbox"/>			
				<input type="checkbox"/>			
		**PRICING INCLUDES FREIGHT/DELIVERY		<input type="checkbox"/>			
				<input type="checkbox"/>			
		<u>TOTAL SAVINGS OFF MSRP: -\$7414</u>		<input type="checkbox"/>			
		<u>Includes (1) Bi-Annual Maintenance</u>		<input type="checkbox"/>			
				<input type="checkbox"/>			
		<i>Thank you for the opportunity!</i>		<input type="checkbox"/>			

Special Instructions:

Vision B

Item Total: \$15,889.18

Tax: \$0.00

TOTAL: \$15,889.18

Standard Terms and Conditions

1. All orders must be prepaid before shipment without approved credit.
2. These prices are subject to change after 30 days from document date.
3. There will be a 1.5% monthly service charge on all overdue accounts. The buyer is also responsible for any collection and/or legal fees involved in collecting past due accounts.
4. Any changes on orders must be made within 7 days after the order is accepted.
5. Clerical errors subject to correction. All prices and agreements are contingent upon strikes, accidents, and other causes avoidable or beyond our control.
6. Buyer agrees to promptly file claim for all goods damaged in transit.
7. There will be a 25-35% restocking charge on merchandise ordered but not accepted. Special orders are not refundable. Delivery, Set-Up and Freight charges will not be refunded.
8. A Preventative Maintenance Agreement is available for all equipment.
9. Equipment lease is available with approved credit.
10. All unit prices are F.O.B. manufacturer.
11. Products purchased without commercial warranties that are placed in non-residential settings void manufacturer's warranty. All repair costs are customers responsibility.

Please send check payments to:

DBA Johnson Fitness & Wellness

1600 Landmark Drive

Cottage Grove, WI 53527

Acceptance of Proposal:

These prices, specifications and conditions are satisfactory and are hereby accepted.

I am authorized to order the listed equipment with full understanding of the payment terms.

Authorized Signature: _____

Print Name: _____

P.O. Number: _____

Date of Acceptance: _____

www.johnsonfit.com/commercial



APPROXIMATION OF FLOOR AND PLANNING AREA

Floor Plan measurements are approximate and are for illustrative purposes only. While we do not doubt the floor plans accuracy, we make no guarantee, warranty or representation as to the accuracy and completeness of the floor plan. You or your advisors should conduct a careful, independent investigation of the property to determine to your satisfaction as to the suitability of the property for your space requirements.



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City Council Action Item

Council Meeting Date: June 13, 2024

Department: Public Works

Agenda Item: Consider Agreement with Strategy LLC for The Greenspace Project to Provide Network Rack and Equipment for \$19,208.35.

Background/Description of Item:

On July 13, 2023, City Council awarded the contract with Combes Construction, LLC for construction of The Greenspace Project. Construction began in August of 2023.

The City of Edgerton currently maintains a contract with Strategy Marketing & Tech Agency (Strategy) for IT Services. In February, City Council approved an agreement to provide security and access controls for The Greenspace.

As the Project includes data network equipment to The Greenspace facility, staff would recommend entering into an Agreement with Strategy to provide network rack, firewall, cabling, internet access points, network power supply and other networking equipment.

This agreement structures payment for security system and access controls for a lump sum fee of \$19,208.35. This amount is within the budget initially estimated for IT to prepare the project budget. There will be other costs yet to be determined within this budget item (workstations, printers, etc). Staff will continue to monitor the project budget and periodically update the Governing Body as categories of cost are set.

The Agreement is still pending review by City Attorney. City Staff recommend approval of this agreement pending City Attorney review.

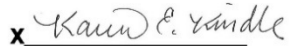
Related Ordinance(s) or Statue(s): N/A

Funding Source: GO Bonds

Budget Allocated: \$8,704,950



Finance Director Approval:

x 
Karen Kindle, Finance Director

Recommendation: Approve Agreement with Strategy LLC for The Greenspace Project to Provide Network Rack and Equipment for \$19,208.35.

Enclosed:

Proposal The Greenspace Network Rack and Equipment

Prepared by:

Holly Robertson, PE, CIP Project Manager

STRATEGY

MARKETING & TECH AGENCY

Prepared for:

Beth Linn

City of Edgerton

SOLUTION OPTIONS

Strategy will partner with the City of Edgerton to install the network rack and network equipment at the new Green Space building. The quote below includes the following:

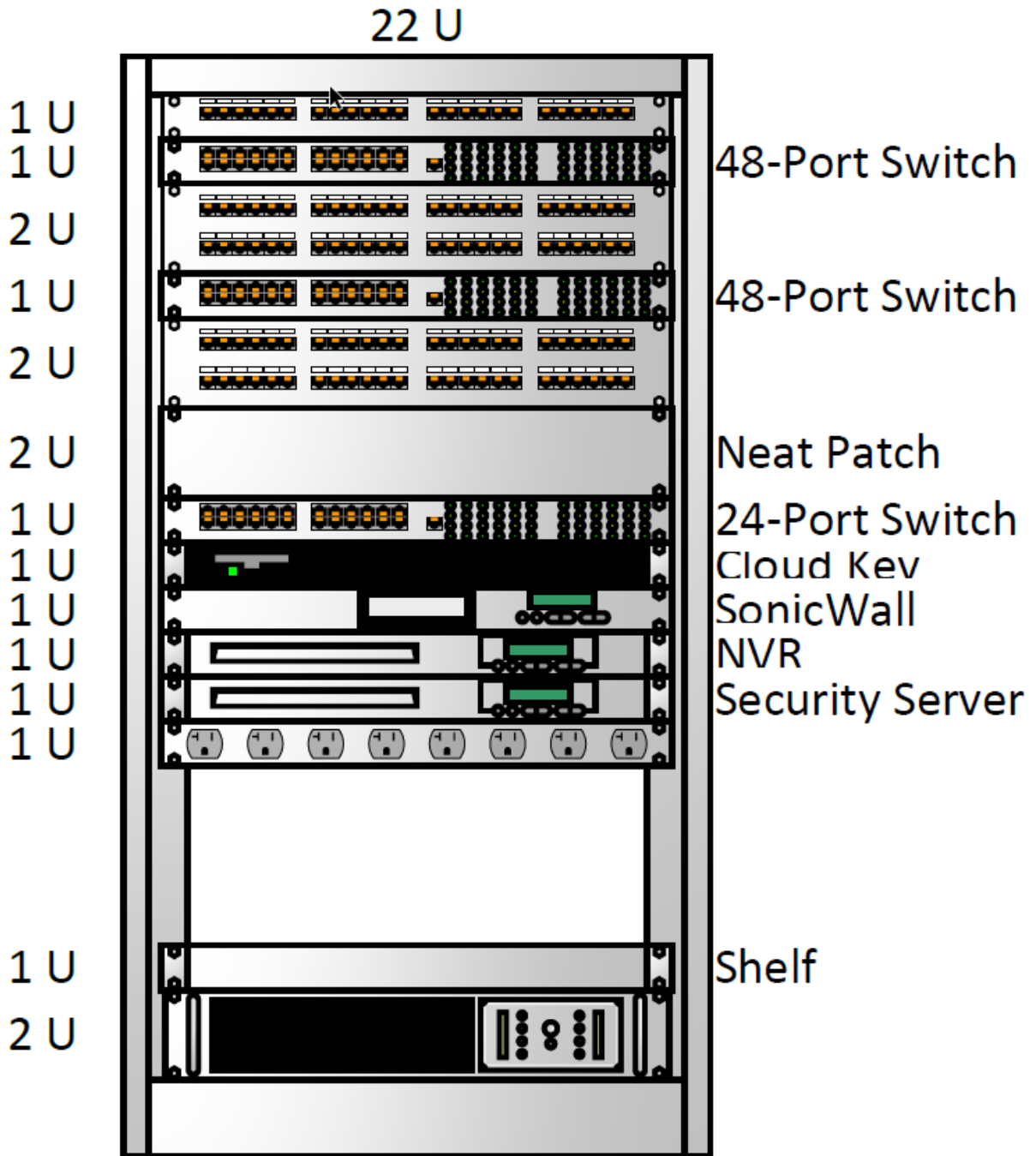
- Network Rack and Shelf
- Firewall
- Switches and DAC Cable
- Access Points
- Network Uninterruptible Power Supply (UPS)
- Network Power Distribution Unit (PDU)

In addition to the hardware all labor is quoted below. A later quote will be developed for the purchasing of all computers, TV, video conference equipment, signage, etc.

Work will begin once a down payment has been received for 100% of all hardware and 50% of all labor, which is \$14,405.35.

This quote is valid until midnight on 07-01-2024.

RACK DIAGRAM



BUDGET

Items	Qty	Item Price	Total Price
8U-22U 2-Post Open Frame Expandable Rack Cabinet - 23.5 Depth	1	\$199.31	\$199.31
Rack Shelf	1	\$79.88	\$79.88
Rackmount Horizontal Power Strip - 12 Port - Right Angle	1	\$132.28	\$132.28
2000 VA Rack Mount UPS w/ Management Card	1	\$1,613.95	\$1,613.95
Unifi Switch Pro 48 PoE	2	\$1,373.75	\$2,747.50
Unifi Switch Pro 24 PoE	1	\$873.75	\$873.75
Neat Patch Cable Management System	1	\$125.98	\$125.98
SonicWall TZ 370 + 1YR TotalSecure Threat Edition	1	\$1,158.88	\$1,158.88
Rack Mount Kit for SonicWall TZ270/TZ370/TZ470	1	\$203.36	\$203.36
Unifi Cloud Key Gen2 Plus	1	\$284.29	\$284.29
Unifi Cloud Key Gen2 Rack Mount	1	\$198.00	\$198.00
Cat6 Patch Cable - 2ft - Blue	24	\$3.38	\$81.12
CAT6 Patch Cable - 5ft - Blue	6	\$5.00	\$30.00
Shielded Patch Cable - 8m	1	\$22.00	\$22.00
DAC Cable - SFP+ 10G - 0.5m - Ubiquiti Compatible	2	\$19.98	\$39.96
Ubiquiti Unifi Access Point U6 Pro	6	\$227.14	\$1,362.84
Ubiquiti Unifi Access Point U6 Mesh Pro	1	\$284.29	\$284.29
Ethernet Surge Protector	1	\$20.96	\$20.96
Labor Engineering Procurement Installation Configuration Project Management	1	\$9,750.00	\$9,750.00

Total \$19,208.35

PROJECT ACCEPTANCE

This project can be accepted via affirmative email response or printed, signed, and delivered to Strategy, LLC at the address below.

Client Approval: _____ Date: _____

Client agrees that the liability of Strategy, LLC, to the client for acts and omissions, whether willful or negligent on the part of Strategy, LLC, shall be limited to actual and not consequential nor punitive damages and shall not exceed the greater (1) of the fees paid by the client to Strategy, LLC, or (2) the available proceeds of any insurance coverage. Signing contract assumes acceptance of privacy, terms, and SLA located at <https://strategynewmedia.com/legal/>.

If accepting via email; please sign, scan and email to sales@strategynewmedia.com.
(work will not begin until deposit is received)

Deposits can be paid online at www.strategynewmedia.com/payments.

PAYMENT METHODS

We accept the following payment methods for your convenience:

1. **ACH / EFT:** If you prefer to pay via electronic fund transfer, you can complete the form on our website at <https://strategynewmedia.com/payments/ach/>.
2. **Check:** Please make checks payable to Strategy, LLC and mail to 1121 N. Julia St, Olathe, KS 66061.
3. **Credit / Debit Card:** If you prefer to pay via credit or with debit card, you can complete the form attached below or on our website at <https://strategynewmedia.com/payments/>.

City Council Action Item

Council Meeting Date: June 13, 2024

Department: Administration

Agenda Item: Consider a Contract with Brightspeed to Provide Internet Service at Public Works and Big Bull Creek Wastewater Treatment Plant

Background/Description of Item:

The City’s current internet service provider at Big Bull Creek Wastewater Treatment Plant (BBC WWTP) located at 20600 Homestead Lane is Lumen. With recent price increases due to our contract ending, staff requested new quotes for dedicated internet access at that facility. The service speed at Big Bull Creek Wastewater Treatment Plant is currently 100MB.

Staff also requested quotes to improve service at the City’s Public Works facility (707 East Nelson). That building currently operates with a DSL, which is inadequate for current and future internet needs.

Staff requested bids to provide internet services from Brightspeed, Lumen and Kwikom. Kwikom indicated that a tower would be required to bring service to BBC WWTP and access to the Public Works Facility would be problematic because of the railroad. The quotes from the other two companies are below.

Big Bull Creek Wastewater Treatment Facility (20600 Homestead Lane)

Provider	MONTHLY RECURRING COST			Set Up Cost
	100M	200M	1G	
Lumen	\$977	\$1174	\$1659	Unknown
Brightspeed	\$773	\$978	\$1442	\$500 per facility

Staff recommends approval of the 200M (\$978 per month) for internet services for BBC WWTP. This represents a significant service improvement at a lower monthly price. Additionally, this is the same level of service for city operations at City Hall and 312B Nelson. Today, BBC WWTP has 100MB for \$1492 per month.

Public Works Facility (707 East Nelson)

Provider	MONTHLY RECURRING COST			Set Up Cost
	100M	200M	1G	
Lumen	\$977	\$1174	\$1659	Unknown
Brightspeed	\$773	\$978	\$1442	\$500 per facility

Staff recommends approval of the 200M (\$978 per month) for internet services for Public Works Facility. This represents a significant service improvement from DSL today, but is an increase cost. Today, Public Works has DSL for \$200 per month. Upgrading to 200M service would be the same level of service for city operations at City Hall and 312B Nelson.

Included in the contract and pricing above, Brightspeed offers a 99.99% up time guarantee, a 24/7 managed router with next day replacement and local technicians in case the circuit goes down.

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

Funding Source: General Fund, Water Fund, Sewer Fund

Budget Allocated: \$15,000 General Fund
\$6,000 Water Fund
\$6,000 Sewer Fund

Finance Director Approval: 
Karen Kindle, Finance Director

Recommendation: Approve a 36-month contract with Brightspeed for dedicated internet access for Public Works and Big Bull Creek Wastewater Treatment Plant for \$978 per Month per Facility and a \$500 One-Time Installation Fee per Facility.

Enclosed: Service contracts for 707 E Nelson and 20600 Homestead Lane

Prepared by: Kara Banks, Assistant to the City Administrator

Brightspeed Enterprise Near-Net DIA Order Form

Order Information

Opportunity ID (Brightspeed PON):		Date of Quote:	5/27/24
Customer Name:	City of Edgerton	Customer Account (BAN):	
Requested Due Date:		Customer Purchase Order # (PON):	
Quote Expiration Date:	8/25/24	Quote #:	

Customer Contact Information

	Name	Number	Email
Primary Contact:	Kara Banks	913.893.6231	Kara Banks <kbanks@edgertonks.org>
Technical Contact:	Dan Merkh	913-295-8064	dmerkh@edgertonks.org
Billing Contact:	Karen Kindle	913-295-8064	kkindle@edgertonks.org
Local Onsite Contact:	Kara Banks	913.893.6231	Kara Banks <kbanks@edgertonks.org>
		Technical Contact is same as Primary Contact	<input type="checkbox"/>
		Billing Contact is same as Primary Contact	<input type="checkbox"/>

Location Information

Location Name (BLDG CLLI):	Near-Net - Fiber build Required	State or Province:	Kansas
Address:	20600 Homestead LN.	Floor / Room / Suite:	floor 1 Data room 125
City:	Edgerton	Interface Type	Copper
Zip or Postal Code:	66021	Connector	

IP Port Information

MRC

NRC

	Dedicated Internet Access		
Term:	3 yr	-	-
Port Speed:	GigE (up to 1Gb)	-	-
Sub Bandwidth:	200M	\$772.00	-
Managed Router:	FastE (C1111-8P-ET-03)	\$206.00	\$500
WAN IP's:	/30	-	-
Number of Static IP's:		-	-
Routing Protocol:		-	-
Price Plan Feature Code	DIA 200M	-	-
Price Plan Description	DIA 200M 3 yr	-	-
Build Required (Cost):		-	-
	Total	\$978.00	\$500.00

Notes

Sign and send to your Sales Representative

DEDICATED INTERNET ACCESS AGREEMENT

I. General Terms and Definitions

Any individual or entity receiving any product or service from Connect Holding II, LLC d/b/a Brightspeed (herein referred to as "Brightspeed") shall hereafter be referred to as "Customer". By accepting products and/or services provided by Brightspeed, Customer agrees to observe and abide by all of the provisions, terms, and requirements specified in this agreement. Customer's use of the services constitutes acceptance of this agreement. This agreement, including any Service Order form and Service Level Agreement ("SLA") constitutes the entire agreement between Customer and Brightspeed, and may only be modified in writing agreed upon by Brightspeed and Customer. Customer places this Order by signing (including electronically or digitally) or otherwise acknowledging (in a manner acceptable to Brightspeed) this document and returning it to Brightspeed

II. Billing

The Customer shall be liable to Brightspeed for installation (if applicable) and monthly service charges. Charges will be billed and are due to be paid by the first day of the month of service. Where applicable, the service charges for the initial partial month of service will be prorated and billed on the first recurring monthly bill. For each month thereafter, a full monthly service amount will be charged for any part of a month in which service is provided. The monthly service charges and fees are nonrefundable. Customer's continued use of Brightspeed service constitutes acceptance of such increase in service charges. Service Charges are due to be paid upon receipt and are considered late after the 15th of each month. Invoices not paid by the 15th day of the month will be charged a 5% of the monthly rate of service as a late fee. Delinquent accounts are subject to immediate termination or suspension of services at the sole discretion of Brightspeed.

III. Installation

Prior to installation, Brightspeed may notify Customer in writing (including by e-mail) of price increases due to off-net vendors or increased construction costs. Customer has 5 business days following notice to terminate this Order without liability; or otherwise, Customer is deemed to accept the increase.

IV. Disclaimer of Liability

Unless otherwise provided in this or other agreements between Customer and Brightspeed, Customer shall provide its own equipment, including routers, switches, and firewalls, or similar items known as "Customer Premises Equipment" or CPE. Customer acknowledges that all products and services provided by Brightspeed, including any CPE supplied by Brightspeed, are provided on an "As Is" basis and that Brightspeed makes no warranty of any kind, expressed or implied, including, but not limited to, any warranty regarding the reliability or suitability of any product or service for a particular purpose. Brightspeed disclaims any warranty of merchantability or fitness for a particular purpose. Customer acknowledges and understands that Brightspeed exercises no control over the nature, content, or reliability of the information delivered to Customer from the Internet or vice versa, nor to the suitability or reliability of Customer-supplied CPE. Under no circumstances shall Brightspeed be held responsible for damages or loss suffered by Customer, including but not limited to special, incidental, consequential, or punitive damages, as a result of Customer's direct or indirect use of Internet access provided by Brightspeed's products or services including, but not limited to, errors, delays, loss of information, or interruptions in service caused by Customer's or Brightspeed or a third party's acts or failure to act, or the failure or inadequacy of Customer-supplied CPE. Under no circumstances do any such errors, delays, loss of information, or interruptions in service nullify or modify this agreement or any other agreement or contract entered into by Brightspeed and Customer.

V. Customer Responsibility

Customer agrees to comply with the rules appropriate to any network to which Customer may gain access via the products and services of Brightspeed. Brightspeed is not responsible for Customer's loss of confidential information nor any security breaches to Customer's network, systems, or data, such as cyber attacks, ransomware, phishing, etc. Customer will not transmit or make available to the Internet any material that is illegal, libelous, tortuous, or likely to result in action against Brightspeed or its Customers.

Customer agrees that under no circumstances will the Customer use Brightspeed's products or services in connection with the sending of unsolicited mass electronic mail messages, commercial or otherwise. Customer agrees not to use any Internet access connection or any products or services purchased from Brightspeed in a manner prohibited by any federal, state, county, or local law. Customer shall be solely responsible for the suitability and performance of any CPE owned or supplied by Customer or third parties.

VI. Service Plans and Term Commitment

Cancellation by Customer prior to the end of term as agreed upon is subject to a Disconnect / Cancellation Fee as outlined in paragraph VIII. This agreement is for a term as agreed upon, commencing on the delivery date of the Internet access connection and/or service. The agreement becomes a month-to-month agreement after agreed upon term of duration with no Disconnect/Cancellation Fees. Brightspeed shall have the option to terminate this agreement at any time for any reason whatsoever, provided that Brightspeed gives the Customer at least 30 days advance written notice of its intention to terminate and, in that event, the Customer shall not be liable for any Internet access charges that otherwise become due after the termination. If the Customer fails to pay any charges or fees within 30 days of the due date, all services will be terminated, the Customer shall be deemed to have breached this agreement, and all remaining Internet access connection charges for the agreed upon term of duration shall become due and payable, along with a Disconnect/Cancellation Fee. To restore service, the balance due on the account must be fully paid by Customer before Internet access connectivity and/or service will be reinstated. After the initial term, Brightspeed may modify this agreement at any time by providing the Customer with at least 30 days advance written notice of the modification. The Customer's continued use of the products or services constitutes acceptance of this agreement as modified.

VII. Service Level Agreement

Please refer to Brightspeed's Service Level Agreement. Brightspeed's target for Network Availability is 99.2%. Network Availability is defined as the percentage of minutes in a calendar month a customer circuit did not experience a service outage in that month. The availability target does not account for scheduled outages on Brightspeed's Network or events outside of Brightspeed's control, including, but not limited to, Force Majeure events, or equipment outages on equipment owned by Customer. Network downtime is calculated commencing with the date and time on which you contact Brightspeed and a trouble ticket is opened, and ending upon confirmation from Brightspeed that the network is restored.

If Brightspeed does not meet Network Availability target for a particular month, Brightspeed will provide a credit to you based on the amount of downtime experienced. A Brightspeed Internet access connection will be considered successfully provisioned if the maximum throughput is 80% - 100% of the ordered service. Brightspeed has no control over the transmission speed across the Internet and makes no warranties regarding throughput or network delay.

VIII. Disconnect/Cancellation Fee

100% of the outstanding amount of the remaining agreed upon term.

IX. Dispute Resolution; Choice of Law; Venue; Jury Trial

The parties shall attempt to resolve any disputes between them without resort to litigation in court. Customer's remedies are limited as set forth herein. This agreement shall be construed in accordance with and governed by the internal laws of the State of North Carolina without given effect to choice of law. Any legal action or other legal proceeding relating to this agreement or the enforcement of any provision of this agreement shall be brought or otherwise commenced in a state or federal court located in Mecklenburg County, North Carolina. Each of the parties hereto irrevocably waives the right to a jury trial in connection with any legal proceeding relating to this agreement or the enforcement of any provision of this agreement.

X. Force Majeure

Brightspeed shall not be responsible for any failure to perform any obligation or provide service hereunder because of any act of God, strikes, work stoppage, pandemic, equipment or facilities shortages, governmental acts or directives, war, terrorist attack, riot or civil commotion, or any other force beyond Brightspeed's reasonable control.

XI. Assignment

Customer shall not assign or transfer its rights or obligations under this agreement without the prior written consent of Brightspeed and any attempted assignment without such consent shall be null and void.

XII. Enforceability

If any provision of this agreement is held to be invalid or unenforceable pursuant to judicial decree or decision, the remainder of this agreement shall remain valid and enforceable according to its terms.

Signature Block

Customer Name:	
Total MRC:	\$978.00
Total NRC:	\$500.00
Signature:	
Name:	
Title:	
Date:	

Customer and the individual signing above represent that such individual has the authority to bind Customer to this Agreement.

Brightspeed Enterprise Near-Net DIA Order Form

Order Information

Opportunity ID (Brightspeed PON):		Date of Quote:	6/7/24
Customer Name:	City of Edgerton	Customer Account (BAN):	
Requested Due Date:		Customer Purchase Order # (PON):	
Quote Expiration Date:	9/5/24	Quote #:	

Customer Contact Information

	Name	Number	Email
Primary Contact:	Kara Banks	913.893.6231	Kara Banks <kbanks@edgertonks.org>
Technical Contact:	Dan Merkh	913-295-8064	dmerkh@edgertonks.org
Billing Contact:	Karen Kindle	913-295-8064	kkindle@edgertonks.org
Local Onsite Contact:	Kara Banks	913.893.6231	Kara Banks <kbanks@edgertonks.org>
		Technical Contact is same as Primary Contact	<input type="checkbox"/>
		Billing Contact is same as Primary Contact	<input type="checkbox"/>

Location Information

Location Name (BLDG CLLI):	Near-Net - Fiber build Required	State or Province:	Kansas
Address:	707 E Nelson St.	Floor / Room / Suite:	floor 1 Data room 125
City:	Edgerton	Interface Type	Copper
Zip or Postal Code:	66021	Connector	

IP Port Information

MRC

NRC

	Dedicated Internet Access		
Term:	3 yr	-	-
Port Speed:	GigE (up to 1Gb)	-	-
Sub Bandwidth:	200M	\$772.00	-
Managed Router:	FastE (C1111-8P-ET-03)	\$206.00	\$500
WAN IP's:	/30	-	-
Number of Static IP's:		-	-
Routing Protocol:		-	-
Price Plan Feature Code	DIA 200M	-	-
Price Plan Description	DIA 200M 3 yr	-	-
Build Required (Cost):		-	-
	Total	\$978.00	\$500.00

Notes

Sign and send to your Sales Representative

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I. General Terms and Definitions

Any individual or entity receiving any product or service from Connect Holding II, LLC d/b/a Brightspeed (herein referred to as "Brightspeed") shall hereafter be referred to as "Customer". By accepting products and/or services provided by Brightspeed, Customer agrees to observe and abide by all of the provisions, terms, and requirements specified in this agreement. Customer's use of the services constitutes acceptance of this agreement. This agreement, including any Service Order form and Service Level Agreement ("SLA") constitutes the entire agreement between Customer and Brightspeed, and may only be modified in writing agreed upon by Brightspeed and Customer. Customer places this Order by signing (including electronically or digitally) or otherwise acknowledging (in a manner acceptable to Brightspeed) this document and returning it to Brightspeed

II. Billing

The Customer shall be liable to Brightspeed for installation (if applicable) and monthly service charges. Charges will be billed and are due to be paid by the first day of the month of service. Where applicable, the service charges for the initial partial month of service will be prorated and billed on the first recurring monthly bill. For each month thereafter, a full monthly service amount will be charged for any part of a month in which service is provided. The monthly service charges and fees are nonrefundable. Customer's continued use of Brightspeed service constitutes acceptance of such increase in service charges. Service Charges are due to be paid upon receipt and are considered late after the 15th of each month. Invoices not paid by the 15th day of the month will be charged a 5% of the monthly rate of service as a late fee. Delinquent accounts are subject to immediate termination or suspension of services at the sole discretion of Brightspeed.

III. Installation

Prior to installation, Brightspeed may notify Customer in writing (including by e-mail) of price increases due to off-net vendors or increased construction costs. Customer has 5 business days following notice to terminate this Order without liability; or otherwise, Customer is deemed to accept the increase.

IV. Disclaimer of Liability

Unless otherwise provided in this or other agreements between Customer and Brightspeed, Customer shall provide its own equipment, including routers, switches, and firewalls, or similar items known as "Customer Premises Equipment" or CPE. Customer acknowledges that all products and services provided by Brightspeed, including any CPE supplied by Brightspeed, are provided on an "As Is" basis and that Brightspeed makes no warranty of any kind, expressed or implied, including, but not limited to, any warranty regarding the reliability or suitability of any product or service for a particular purpose. Brightspeed disclaims any warranty of merchantability or fitness for a particular purpose. Customer acknowledges and understands that Brightspeed exercises no control over the nature, content, or reliability of the information delivered to Customer from the Internet or vice versa, nor to the suitability or reliability of Customer-supplied CPE. Under no circumstances shall Brightspeed be held responsible for damages or loss suffered by Customer, including but not limited to special, incidental, consequential, or punitive damages, as a result of Customer's direct or indirect use of Internet access provided by Brightspeed's products or services including, but not limited to, errors, delays, loss of information, or interruptions in service caused by Customer's or Brightspeed or a third party's acts or failure to act, or the failure or inadequacy of Customer-supplied CPE. Under no circumstances do any such errors, delays, loss of information, or interruptions in service nullify or modify this agreement or any other agreement or contract entered into by Brightspeed and Customer.

V. Customer Responsibility

Customer agrees to comply with the rules appropriate to any network to which Customer may gain access via the products and services of Brightspeed. Brightspeed is not responsible for Customer's loss of confidential information nor any security breaches to Customer's network, systems, or data, such as cyber attacks, ransomware, phishing, etc. Customer will not transmit or make available to the Internet any material that is illegal, libelous, tortuous, or likely to result in action against Brightspeed or its Customers.

Customer agrees that under no circumstances will the Customer use Brightspeed's products or services in connection with the sending of unsolicited mass electronic mail messages, commercial or otherwise. Customer agrees not to use any Internet access connection or any products or services purchased from Brightspeed in a manner prohibited by any federal, state, county, or local law. Customer shall be solely responsible for the suitability and performance of any CPE owned or supplied by Customer or third parties.

VI. Service Plans and Term Commitment

Cancellation by Customer prior to the end of term as agreed upon is subject to a Disconnect / Cancellation Fee as outlined in paragraph VIII. This agreement is for a term as agreed upon, commencing on the delivery date of the Internet access connection and/or service. The agreement becomes a month-to-month agreement after agreed upon term of duration with no Disconnect/Cancellation Fees. Brightspeed shall have the option to terminate this agreement at any time for any reason whatsoever, provided that Brightspeed gives the Customer at least 30 days advance written notice of its intention to terminate and, in that event, the Customer shall not be liable for any Internet access charges that otherwise become due after the termination. If the Customer fails to pay any charges or fees within 30 days of the due date, all services will be terminated, the Customer shall be deemed to have breached this agreement, and all remaining Internet access connection charges for the agreed upon term of duration shall become due and payable, along with a Disconnect/Cancellation Fee. To restore service, the balance due on the account must be fully paid by Customer before Internet access connectivity and/or service will be reinstated. After the initial term, Brightspeed may modify this agreement at any time by providing the Customer with at least 30 days advance written notice of the modification. The Customer's continued use of the products or services constitutes acceptance of this agreement as modified.

VII. Service Level Agreement

Please refer to Brightspeed's Service Level Agreement. Brightspeed's target for Network Availability is 99.2%. Network Availability is defined as the percentage of minutes in a calendar month a customer circuit did not experience a service outage in that month. The availability target does not account for scheduled outages on Brightspeed's Network or events outside of Brightspeed's control, including, but not limited to, Force Majeure events, or equipment outages on equipment owned by Customer. Network downtime is calculated commencing with the date and time on which you contact Brightspeed and a trouble ticket is opened, and ending upon confirmation from Brightspeed that the network is restored.

If Brightspeed does not meet Network Availability target for a particular month, Brightspeed will provide a credit to you based on the amount of downtime experienced. A Brightspeed Internet access connection will be considered successfully provisioned if the maximum throughput is 80% - 100% of the ordered service. Brightspeed has no control over the transmission speed across the Internet and makes no warranties regarding throughput or network delay.

VIII. Disconnect/Cancellation Fee

100% of the outstanding amount of the remaining agreed upon term.

IX. Dispute Resolution; Choice of Law; Venue; Jury Trial

The parties shall attempt to resolve any disputes between them without resort to litigation in court. Customer's remedies are limited as set forth herein. This agreement shall be construed in accordance with and governed by the internal laws of the State of North Carolina without given effect to choice of law. Any legal action or other legal proceeding relating to this agreement or the enforcement of any provision of this agreement shall be brought or otherwise commenced in a state or federal court located in Mecklenburg County, North Carolina. Each of the parties hereto irrevocably waives the right to a jury trial in connection with any legal proceeding relating to this agreement or the enforcement of any provision of this agreement.

X. Force Majeure

Brightspeed shall not be responsible for any failure to perform any obligation or provide service hereunder because of any act of God, strikes, work stoppage, pandemic, equipment or facilities shortages, governmental acts or directives, war, terrorist attack, riot or civil commotion, or any other force beyond Brightspeed's reasonable control.

XI. Assignment

Customer shall not assign or transfer its rights or obligations under this agreement without the prior written consent of Brightspeed and any attempted assignment without such consent shall be null and void.

XII. Enforceability

If any provision of this agreement is held to be invalid or unenforceable pursuant to judicial decree or decision, the remainder of this agreement shall remain valid and enforceable according to its terms.

Signature Block

Customer Name:	
Total MRC:	\$978.00
Total NRC:	\$500.00
Signature:	
Name:	
Title:	
Date:	

Customer and the individual signing above represent that such individual has the authority to bind Customer to this Agreement.

City Council Action Item

Council Meeting Date: June 13, 2024

Department: Administration

Agenda Item: Consider a Three-Year Contract with Kwikom to Provide Internet Services at The Greenspace Located at 303 East Nelson

Background/Description of Item:

On December 14, 2023, City Council approved a contract with Kwikom to provide internet services for downtown City-owned facilities once available. Kwikom started services in April for 312 E Nelson Street, 404 E Nelson Street and 414 E 4th Street.

As The Greenspace (303 East Nelson) construction continues, the City needs internet services to the new building. Staff requested a quote from Kwikom to provide internet service to the building for city operations, and also to provide public Wi-Fi in The Lawn for a three-year term.

Location	Speed	Monthly Recurring Cost	Set Up Cost
The Greenspace	200M	\$675	\$95
	1G	\$1,175	\$95
Outdoor Public Wi-fi	1G	\$155	\$95
		Wi-fi Managed Services	\$20

Staff recommends approval of the 200M (\$675 per month) for direct internet access connection to The Greenspace for city operations. This is the same price and level of service for city operations at City Hall and 312B Nelson.

Staff recommends approval of the 1G Public Wi-fi with managed services (\$175 per month) in The Lawn outdoors of The Greenspace. If approved, this contract includes the equipment installation and monthly management of the Public Wi-fi in The Lawn. With this service, Kwikom manages all aspects of the public wi-fi without the need for support from city staff or city's contracted IT service provider.

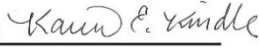
If approved, the Non-Recurring Cost (one-time set up cost) for both internet services would be paid from The Greenspace project budget (\$3595). The Monthly Recurring Cost will be included in the 2025 Annual Budget.

Related Ordinance(s) or Statue(s):

Funding Source: GO Bonds

Budget Allocated: \$8,704,950

Finance Director Approval:

x 

Karen Kindle, Finance Director

Recommendation: Approve a Three-Year Contract with Kwikom To Provide Internet Services at The Greenspace Located at 303 East Nelson including Direct Internet Access for Building Operations and Public Wi-fi in the Lawn

Enclosed: Quote from Kwikom for The Greenspace at 303 East Nelson

Prepared by: Kara Banks, Assistant to the City Administrator

MEMORANDUM

Date: June 13, 2024
To: City of Edgerton Governing Body
From: Zachary Moore, Development Services Director
Re: Status Update – 312 E. 5th Street, Edgerton, Kansas

On May 14, 2024 the Edgerton City Council passed Resolution 05-14-24B, which requires the owners of 312 E. 5th Street, Edgerton, Kansas to resolve the dangerous and unfit structure which exists on said property by June 10, 2024 by either bringing the property within compliance with the City Code or by demolishing the structures on site.

The Resolution stated that Council is agreeable to possibly extending the deadline of June 10 for compliance or demolition provided that the owner of the property shows a good faith effort to make continued progress on repair of the property. However, no such extension would be granted if the property was not connected to City utilities within seven days of passage of the Resolution. A City utility account was set up for the subject property in the name of the property owner on May 14, in advance of the May 16 deadline to do so.

Per the property owner's attorney, the property owner has collected a series of bids that have been presented to HUD and declined. However, the dilapidated trailer that was on the property has been removed. Additionally, staff noticed a plumbing company on site on the morning of Tuesday, June 4 to gather information for a bid proposal to provide to the property owner. As of the drafting of this memo, no permits have been applied for nor issued for repair work on the property.

If the property has not been demolished or abated to the satisfaction of City Council by June 10, the City, by its agent, would be authorized to abate the conditions and demolish or remove the structure(s) on site, as is stated in Resolution 05-09-24B.

City Council may also choose to grant an extension to allow the property owner additional time to make progress on bringing the property into compliance with the applicable City Codes. If City Council chooses to grant this extension, Resolution 05-09-24B states that progress shall be measured by: (1) tangible improvements being made week to week on the Property, (2) monthly updates which show adequate progress to City staff, and (3) the Owner must continue to obtain building inspections as required by the building code of the City of Edgerton. These monthly updates and inspection reports will be shared with the Council as staff receives them. If progress does not continue to be made after Council grants the extension referenced above, the City, by its agent, would be authorized to abate the conditions and demolish or remove the structure(s) on site, as is stated in Resolution 05-09-24B.

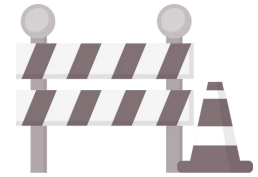
Any additional updates received after publication of this agenda packet will be shared by staff during the June 13th City Council meeting.



Public Works Quarterly Update

February -April
2024

Departmental Programs



Crack Sealing Program

1.5 Miles Completed

Valve Exercising

157 Exercised



Jetting Program

18.5
Miles

Phase 1 Complete



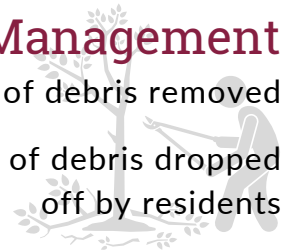
Sign Shop

Repairs & Replacements:
22 Manufactured and Installed

Retro-Reflectivity Project
185 Manufactured Signage for
Districts 5 & 6

Trees & ROW Management

3,000 Cubic yards of debris removed
18,500 Cubic yards of debris dropped
off by residents



Projects

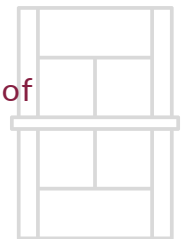
Split Rail Fence built at
Martin Creek Park



De-winterization and
summer preparation



Repurposing of
tennis court



Daily Operations

277 Total Work Orders

Departmental/safety/trimming	58
Facilities	50
Fleet	34
Assist Utilities	41
Street Maintenance	31
Signs	35
Assist Parks	8
Other	20

Edgerton Public Works is committed to ensuring the safety and reliability of the infrastructure for residents, businesses and the traveling public. From summer events to snow clearing activities, Public Works aims to provide responsive services that meet the needs of the community.