

**EDGERTON CITY COUNCIL
MEETING AGENDA
CITY HALL, 404 EAST NELSON STREET
March 9, 2023
7:00 P.M.**

Call to Order

1. **Roll Call** _____ Roberts _____ Longanecker _____ Lewis _____ Beem
_____ Lebakken _____ Malloy
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 February 23, 2023 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.

7. **Introduction** of New Hires: Trevor Morris, Maintenance Tech I for the Public Works Department and Meagan Borth, Assistant City Administrator.

Business Requiring Action

8. **CONSIDER PROFESSIONAL SERVICES AGREEMENT BETWEEN CITY OF EDGERTON AND NEER**

Motion: _____ Second: _____ Vote: _____

9. CONSIDER RESOLUTION NO. 03-09-23A AUTHORIZING THE CLOSURE OF A PUBLIC STREET DURING EDGERTON'S SUMMER KICKOFF BLOCK PARTY

Motion: _____ Second: _____ Vote: _____

10. CONSIDER ORDINANCE NO. 2130 ADOPTING THE RECOMMENDATION OF THE CITY OF EDGERTON PLANNING COMMISSION TO APPROVE APPLICATION ZA2023-01 FOR THE REZONING OF APPROXIMATELY 1.46 ACRES OF LAND LOCATED AT THE SOUTHEAST CORNER OF E. NELSON STREET AND E. 3RD STREET, FROM CITY OF EDGERTON "R-1" (SINGLE FAMILY RESIDENTIAL) AND CITY OF EDGERTON "C-D" (DOWNTOWN COMMERCIAL) TO CITY OF EDGERTON "C-D" (DOWNTOWN COMMERCIAL) ZONING

Motion: _____ Second: _____ Vote: _____

11. Report by the City Administrator

- 4th Quarter 2022 Finance Report
- Marketing & Communications Update
- CIP Update

12. Report by the Mayor

13. Future Meeting Reminders:

- March 14th: Planning Commission – 7:00PM
- March 23rd: City Council Meeting – 7:00PM
- April 11th: Planning Commission – 7:00PM
- April 13th: City Council Meeting – 7:00PM
- April 27th: City Council Meeting – 7:00PM

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

EVENTS

March 13: Drop-In Donuts and Board Games
March 14: Tales for Tots
March 14: Color Fight
March 15: Senior Lunch & BINGO
March 15: Rainbow Cloud Bread
March 16: Leprechaun Hunt
March 17: It's Not Magic Science Show

City of Edgerton, Kansas
Minutes of City Council Regular Session
February 23, 2023

A Regular Session of the City Council (the Council) was held in the Edgerton City Hall, 404 E. Nelson, Edgerton, Kansas on February 23, 2023. The meeting convened at 7:00PM with Mayor Roberts presiding.

1. ROLL CALL

| | |
|------------------|-------------------|
| Clay Longanecker | present |
| Josh Lewis | present |
| Josh Beem | present via phone |
| Deb Lebakken | present |
| Bill Malloy | present |

With a quorum present, the meeting commenced.

Staff in attendance:

- City Administrator, Beth Linn
- City Attorney, Lee Hendricks
- City Clerk, Alex Clower
- Public Works Director, Dan Merkh
- Development Services Director, Zachary Moore
- Accountant, Justin Vermillion
- Marketing & Communications Manager, Kara Banks

2. WELCOME. Mayor Roberts welcomed all in attendance to the meeting.

3. PLEDGE OF ALLEGIANCE. All present participated in 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 February 9, 2023 Regular City Council Meeting.
- 5. Approve Application FP2023-01, Final Plat for Edgerton Greenspace, located at the southeast corner of E. 3rd Street and E. Nelson Street, Edgerton, Kansas.

With no questions or comments, Mayor Roberts requested motion to approve the consent agenda.

Councilmember Lewis made a motion to approve, seconded by Councilmember Lebakken. The consent agenda was approved, 5-0.

Regular Agenda

6. Declaration. There were no declarations made.

7. Public Comments. There were no public comments made.

Business Requiring Action

8. CONSIDER RESOLUTION NO. 02-23-23A PROVIDING THAT THE CITY IS CONSIDERING ESTABLISHING A RURAL HOUSING INCENTIVE DISTRICT AND ADOPTING A PLAN FOR DEVELOPMENT OF HOUSING AND PUBLIC FACILITIES; ESTABLISHING THE DATE AND TIME OF A PUBLIC HEARING (DWYER FARMS RURAL HOUSING INCENTIVE DISTRICT).

Mr. Scott Anderson addressed the Council. He stated they have completed the first step in establishing a Rural Housing Incentive District (RHID) by completing a housing study, which was completed a couple years ago. He stated this resolution before Council is the second step on this process. He stated they've also received approval from the Secretary of Commerce. He stated City Council did cancel a Public Hearing last year, due to the development agreement not being executed. The development agreement is now complete and signed by the developer. He stated this resolution sets a date for public hearing, April 13th, to take public comment. He stated it also sets forth the plan for redevelopment. He stated this is the same development plan that was considered last fall, with minor changes to dates, etc. He stated also attached is the feasibility study, which also has no changes from last fall.

With no questions or comments, Mayor Roberts requested motion to approve Resolution No. 02-23-23A.

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

9. CONSIDER EARLY PROCUREMENT FOR STRUCTURES AND EQUIPMENT AS PART OF GLENDELL ACRES PARK RENOVATION PROJECT.

Mr. Dan Merkh addressed the Council. He stated at the last Council meeting, the Governing Body approved the new purchasing policy which allows for early procurement. He stated the policy states three reason to justify early procurement: lead time for fabrication/delivery, volatility of pricing, and to control contractor markup.

He stated the Glendell Acres Park Renovation includes playground structures and fitness equipment in the project. These items fall within those justification reasons for early procurement. He stated if approved, the City will solicit a Request for Proposal from equipment manufacturers. He stated the City's Landscape Architect also recommends including a request for pavilion structures as an alternate bid to leverage any opportunities for a manufacturer that may be able to provide all the needed equipment.

He stated results from RFP will be brought before the City Council for consideration at a future meeting date.

With no questions or comments, Mayor Roberts requested motion to approve early procurement for structures and equipment as part of Glendell Acres Park project.

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

10. Report by the City Administrator

- Kansas Rural Water Association (KRWA) Designation of Voting Delegate
Ms. Linn addressed the Council. She stated staff participates in an annual conference for KRWA that has proven to be very informative for staff members, especially with the new Lead and Copper Rule Revisions from the EPA. She stated at this conference, they request a voting delegate to be in attendance for their member meeting. She suggested Mike Mabrey as primary delegate and Darren Ross as secondary. She stated Mr. Merkh will also be attending this conference.

She stated this conference is also open and budgeted if any Councilmembers would like to attend.

With no questions or comments, Mayor Roberts requested motion to approve the delegations of Mike Mabrey and Darren Ross for KRWA.

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

WALK ON: 2023 CDBG Project.

Mr. Merkh addressed the Council. He stated starting Monday, contractors will mobilize to begin doing acoustic inspections of sewer pipes, which will cause some low humming sounds throughout the area they are working in. He stated this method will identify blockages using audio tones. He stated this will occur in a few areas throughout town, but the primary focus will be on the south side of Nelson. He stated door hangers will be placed on residents' doors tomorrow. He stated contractors will likely need access to backyards but will only do so with door knocking prior to entering and they will not be going into homes.

Councilmember Lebakken asked if it will be posted on social media.

Mr. Merkh stated yes.

Mayor Roberts asked if they were going to send via NotifyJoco as well.

Ms. Linn stated they typically use NotifyJoco for emergent situations and use regular communication platforms for something like this.

WALK ON: New Program by UCS of Johnson County.

Ms. Linn stated UCS approached Mayor and staff regarding a new program that they would like Edgerton to participate in. She handed out information to Council regarding this program.

She stated they are looking for a small city to use as a case study for this Community Housing Advocate Training (CHAT) program. She stated UCS previously did a pilot of this program in fall 2022 with Overland Park and had some great feedback. She stated the idea behind this is that citizens from all walks of life from the community come together to discuss housing priorities.

Mayor Roberts stated this will be a community focused and citizen driven conversation about housing.

Ms. Linn stated they're excited UCS reached out to Edgerton specifically for this. She stated this is really driven by UCS and will have very limited staff time involved. She stated the goal right now is to get the word out to find volunteers that would like to participate in this training. These meetings would be completed before school is out. She asked Council that if they have an idea of people who would be a good fit, to have them reach out to staff or to let staff know and we can try to contact.

11. Report by the Mayor

Mayor Roberts had no report to give.

12. Future Meeting Reminders:

- March 9th: City Council Meeting – 7:00PM
- March 14th: Planning Commission – 7:00PM
- March 23rd: City Council Meeting – 7:00PM
- April 11th: Planning Commission – 7:00PM
- April 13th: City Council Meeting – 7:00PM
- April 27th: City Council Meeting – 7:00PM

13. 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, ECONOMIC DEVELOPMENT COUNSEL AND DEVELOPMENT SERVICES DIRECTOR FOR THE PURPOSES OF CONTRACT NEGOTIATIONS.

Mayor Roberts requested motion to recess into executive session for the above-mentioned exception for 10 minutes. He stated the meeting will resume in the Council Chambers.

Councilmember Lewis moved to recess into executive session for 10 minutes, Councilmember Longanecker seconded the motion.

The meeting recessed into executive session at 7:23PM for 10 minutes.

Councilmember Lewis moved to return to open session, seconded by Councilmember Lebakken. Open session resumed at 7:33PM.

Mayor Roberts stated he attended a Panasonic meeting that had some valuable information. He stated he'd like to get the handout from that meeting to provide to the governing body later. He stated he believes the information given could affect the city in the future.

14. Adjourn

With no further business, Mayor Roberts requested motion to adjourn the meeting.

Councilmember Beem moved to adjourn, seconded by Councilmember Lebakken. The meeting was adjourned at 7:34PM, 5-0

Submitted by Alexandria Clower, City Clerk

City Council Action Item

Council Meeting Date: March 09, 2023

Department: Utilities

Agenda Item: Consider Professional Services Agreement Between City of Edgerton and NEER

Background/Description of Item:

On February 09, 2023 City Council participated in a work session discussing the Lead and Copper Revision Rule (LCRR), as required by the EPA for all water systems. A part of the LCRR is a required inventory of all public and private water lines within the system.

Included in the packet is the draft Professional Services Agreement (PSA) which includes scope to compile an inventory of the City's public and private water assets from multiple sources (i.e. city records, public survey, etc.), utilize predictive modeling to identify possible areas containing lead, and host the data for Staff to access. All of which will be utilized to complete the Lead and Copper inventory by the October 16, 2024 deadline. The Professional Services Agreement is still under review by both NEER and the City.

The PSA is within the project budget with cost for this scope of services at \$15,000 annually for a period up to three years. The Project budget included in the 2023-2027 Adopted CIP is \$84,255, with funding from the City's allocation of ARPA funding and the State Revolving Fund (SRF). Staff has reviewed the proposed scope, initially making adjustments to end up with a scope that balances good stewardship of funds while having a bill of work that still provides a reliable analysis of our inventory and tools to use in the future.

NEER offers many other services that could benefit the City of Edgerton in the future. As we grow into the services within this PSA, staff will consider the timing, cost, and impact of these services. Any revisions would be brought forward as an amendment to this contract.

City Staff recommends entering into a contract with NEER, pending approval from City's Insurance Representative and City Attorney.

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

Funding Source: ARPA Grant and State Revolving Fund

Budget Allocated: \$84,255

x Karen E. Kindle

Finance Director Approval: Karen Kindle, Finance Director

Recommendation: Approve Professional Services Agreement Between City of Edgerton and NEER Pending Approval From City Attorney and City's Insurance Representative, and Authorize the Mayor to Execute the Agreement.

Enclosed: Draft Professional Services Agreement

Prepared by: Brian Stanley, CIP Project Manager



MARCH | 3 | 2023

PROPOSAL

CITY OF EDGERTON
GIS HOSTING, LEAD & COPPER INVENTORY, AND
PREDICTIVE ANALYSIS

PROPOSED TO:
PUBLIC WORKS,
CITY OF EDGERTON, KS

PROPOSED BY:
NEER TECHNOLOGIES, INC.



**PLATFORM
AND SERVICES
AGREEMENT
ORDER FORM
(CONFIDENTIAL)**

NEER TECHNOLOGIES, INC

ORDER FORM

This Order Form is between NEER (NEER TECHNOLOGIES, INC), a Missouri corporation (“NEER”) and the subscriber identified below (“Subscriber”) as of this [1]st day of [March] [2023] (the “Effective Date”). This Order Form is governed by the NEER Platform and Services Terms and Conditions attached as Exhibit A to this Order Form (“Platform Terms”), and any other attached exhibits listed in Section 4 below (collectively, “Exhibits”). In the event of a conflict between this Order Form and its Exhibits, this Order Form will control. Capitalized terms not otherwise defined in this Order Form will have the same meaning as in the Platform Terms.

1. CONTACT INFORMATION

| Subscriber Contact Information | NEER Contact Information |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Subscriber Name: Public Works, Edgerton Contact Name: Dan Merkh Contact Title: Public Works Director Contact Address: 404, East Nelson. Edgerton, KS - 66021 Contact Phone: 913.893.6231 Contact Email: dmerkh@edgertonks.org | Contact Name: Elango Thevar Contact Title: Founder & CEO Contact Address: 3541, Jefferson St, KC, MO - 64111 Contact Phone: 913-669-6408 Contact Email: elango@neer.ai |

2. TERM



[3-Year Term / Opt-In One Year Renewal: Commencing on the Effective Date and ending in 3 years. This Agreement will automatically renew for additional consecutive one-year terms (each year is a “Renewal Term”) unless either Party provides written notice of its intent to terminate 30 days prior to the expiration of the then-current Renewal Term. This Agreement will expire at the end of 3-year term unless Subscriber and NEER mutually agree in writing to renew.]

3. SUBSCRIPTIONS AND PROFESSIONAL SERVICES

3.1 Calendar Year Subscription (March 1, 2023, through February 28, 2026)

| Subscription Items | Qty. | Description. | Fees |
|---------------------------------------------------|-----------|-------------------------------------------------------------------------------------------------------------------|---------------|
| GIS Hosting | Unlimited | Enterprise Plan | \$5,000/year |
| Lead and Copper Inventory and Predictive Modeling | Unlimited | Lead and Copper Asset Inventory, Predictive Modeling, Public Website, and Inspection Forms (Utility and Customer) | \$10,000/year |

All invoicing and payment is subject to the terms and conditions of the Platform Terms.

3.2 Optional Additional Services

Other services are available, Predictive Asset Management, Real Time Monitoring/modeling, and integration with systems utilized by the City. The scope and pricing of these services can be negotiated at any time. Additional services and subscriptions can be added with simple amendment to the existing contract.

4. EXHIBITS

- Exhibit A: Platform Terms and Conditions
- Exhibit B: Statement of Work
- Exhibit C: Support
- Exhibit D: SLA
- Exhibit E: Insurance

5. OTHER TERMS AND CONDITIONS

[ANY ADDITIONAL TERMS THAT FORM PART OF AGREEMENT].

ACCEPTED AND AGREED TO BY:

NEER TECHNOLOGIES, INC

By: _____

Name: _____

Title: _____

SUBSCRIBER

By: _____

Name: _____

Title: _____

EXHIBIT A
PLATFORM AND SERVICES TERMS AND CONDITIONS

The NEER Platform and Services Terms and Conditions ("**Platform Terms**") are made and entered into as of the Effective Date between NEER and the Subscriber identified on the Order Form to which these Platform Terms are attached (each "**Party**" and together the "**Parties**").

AGREEMENT

1. DEFINITIONS

1.1 "**Agreement**" means, collectively, the Order Form, these Platform Terms, and any other exhibits or addenda attached to the Order Form.

1.2 "**Documentation**" means any documentation or information provided or made available by NEER to Subscriber under this Agreement.

1.3 "**Intellectual Property Rights**" means patent rights (including patent applications and disclosures), copyrights (including rights in audiovisual works and moral rights), trademark rights, trade secret rights, and any other intellectual property rights recognized by the law of each applicable jurisdiction.

1.4 "**NEER Technology**" means, individually or together, the Platform, the Subscriber Interface, the Documentation, and any software, technology or data provided by NEER to Subscriber, and includes any Updates to the foregoing.

1.5 "**Order Form**" means the ordering document to which these Platform Terms are attached.

1.6 "**Platform**" means the NEER' proprietary Argos analytics platform made available to Subscriber under this Agreement, including all backend systems, networks and processes, as further described in the Order Form ("**Platform**").

1.7 "**Reports**" means any reports made available for download by NEER through the Subscriber Interface.

1.8 "**Services**" has the meaning provided in Section 3.1.

1.9 "**Subscriber Interface**" means the web-based portal made available by NEER to Subscriber for managing and interacting with the Platform.

1.10 "**Third Party Technology**" means any software, code, algorithms, processes, methods, inventions, or other technology which is not owned by NEER.

1.11 "**Updates**" means any update, upgrade, enhancement, new version, new feature or functionality, change, or other modification to the Platform or any other NEER Technology.

1.12 "**Work Product**" means any technology or technology developed by NEER in connection with NEER' provision of the Services to Subscriber.

2. GRANTS AND RESTRICTIONS

2.1 Grant of Rights to Platform. Subject to the terms and conditions of this Agreement, NEER hereby grants to Subscriber a limited, non-exclusive, non-sublicensable, non-transferable (except in accordance with Section 12.4), royalty-free right during the Term of this Agreement to use and access the Platform solely through the Subscriber Interface and solely for Subscriber's internal business purposes.

2.2 License to Documentation. Subject to the terms and conditions of this Agreement, NEER hereby grants to Subscriber a limited, non-exclusive, non-sublicensable, non-transferable license during the Term of this Agreement to use, copy, and reproduce Documentation as reasonable necessary to support Subscriber's use of the Platform and Subscriber Interface.

2.3 Restrictions. The rights and licenses granted to Subscriber in this Agreement do not include any right to, and Subscriber will not: modify, translate, or create a derivative work of any portion of the NEER Technology; sell, lease, loan, provide, distribute or otherwise transfer any portion of the NEER Technology to any third party; reverse engineer, disassemble, decompile, or otherwise attempt to gain access to the source code of NEER Technology; display or disclose any portion of the Subscriber Interface to any person except to Subscriber's employees and contractors (as authorized under Section 2.4) who are required to use the Platform; remove, alter, or cover any copyright notices or other proprietary rights notices placed or embedded on or in any part of the Platform or Subscriber Interface; or cause or permit any third party to do any of the foregoing.

2.4 Contractors. Subscriber may allow third party contractors to access and use the Subscriber Interface, if: (a) that contractor's use is solely on behalf of Subscriber; and (b) that contractor agrees to be bound by terms at least as restrictive as this Agreement. Subscriber is responsible for any act of a contractor that, if undertaken by Subscriber, would be a breach of this Agreement.

2.5 Feedback. If Subscriber provides any feedback to NEER concerning the functionality and performance of any portion of the Platform (including identifying potential errors and improvements), Subscriber hereby assigns to NEER all right, title, and interest in and to the feedback, and NEER is free to use the feedback without payment or restriction.

2.6 Reservation of Rights. All rights not expressly granted in this Agreement are reserved. No additional rights whatsoever (including, without limitation, any implied licenses) are granted by implication, estoppel or otherwise.

3. SERVICES, SUPPORT, AND SERVICE LEVEL AGREEMENTS

3.1 Services. Subject to Subscriber's compliance with the terms and conditions of this Agreement, NEER will use its commercially reasonable efforts to provide Subscriber with the integration, training, and other professional services purchased by Subscriber in the Order Form (the "**Services**"). All Services will be performed in accordance with a written statement of work ("**SOW**"), the initial SOW being set out in **Exhibit B** to this Agreement. The Services do not include the development of any technology or software or Intellectual Property Rights for or on behalf of Subscriber. Subscriber acknowledges and agrees that any development of new software or technology for Subscriber will be subject to a separate written development Agreement between the parties.

3.2 Support. NEER will provide the technical support and assistance in accordance with the support plan purchased by Subscriber and described in the attached **Exhibit C**.

3.3 Service Levels. NEER will provide the Platform in accordance with the service levels in **Exhibit D** (“**Service Level Agreement**”).

4. INTELLECTUAL PROPERTY AND DATA

4.1 NEER Property. All right, title, and interest in and to the NEER Technology, including all Intellectual Property Rights, are and will remain the sole and exclusive property of NEER. Except for the limited licenses and rights expressly granted in Section 2, nothing herein grants to Subscriber, or should be construed to grant to Subscriber, any right title or interest, including Intellectual Property Rights, in or to NEER Technology.

4.2 Work Product. All right, title, and interest, including Intellectual Property Rights, in and to Work Product (excluding any Subscriber Content embedded in that Work Product) is and will remain the sole and exclusive property of NEER and is deemed NEER Technology for purposes of this Agreement. Nothing in this Agreement transfers, or should be construed to transfer, any right, title or interest, including Intellectual Property Rights, in Work Product to Subscriber.

4.3 Reports. All right, title, and interest, including all Intellectual Property Rights, in and to Reports (excluding any Subscriber Content embedded or presented in those Reports), are and will remain the sole and exclusive property of NEER. Subject to Sections 4.1 and 4.5, NEER hereby grants Subscriber an exclusive, worldwide, perpetual, transferable, royalty-free and fully paid right and license to use any Reports provided by NEER for its own internal business purposes. For the avoidance of doubt, the foregoing license grant does not give the right to use any underlying NEER Technology in the Reports or NEER trademarks, trade names, service marks, or logos in any manner except in connection with its internal use of the Reports.

4.4 Subscriber Content. Any graphics, images, videos, text, data, information and other content uploaded by Subscriber to the Platform or otherwise provided by Subscriber to NEER in connection with this Agreement (“**Subscriber Content**”), is and will remain the sole and exclusive property of Subscriber. Subscriber hereby grants to NEER a non-exclusive, worldwide, royalty-free, sublicensable (solely to NEER’s service providers), non-transferable (except as permitted in Section 12.4) license during the Term of this Agreement to use, reproduce, modify, copy, display, publish, and distribute the Subscriber Content solely in connection with its performance under this Agreement. Other than the express license granted in this Section 4.4 and Section 4.5, this Agreement does not transfer any ownership, license, or other right, including Intellectual Property Rights, in or to the Subscriber Content.

4.5 Analytics Data. Subscriber hereby grants to NEER an exclusive, perpetual, worldwide, irrevocable, transferable, sublicensable, royalty-free, and fully-paid license to use any aggregate, de-identified data, insights, analytics, data, or other information derived from NEER’s provision of the Platform and Services (“**Analytics Data**”), for any purpose, including to improve the Platform and Services and to develop new NEER Technology. For the avoidance of doubt, any use of Analytics Data by NEER will not be identifiable to Subscriber.

5. TERM AND TERMINATION

5.1 Term.

(a) If the Order Form specifies that the Agreement will be for an initial pilot term, the Agreement will commence on the Effective Date and continue for that pilot term (“**Pilot Term**”). This Agreement may be terminated for any reason by Subscriber during the Pilot Term upon 30 days’ prior written notice. Upon expiration of the Pilot Term, this Agreement will automatically renew for the initial term specified on the Order form (“**Initial Term**”) unless (a) the Order Form specifies that Subscriber must elect in writing to continue the

Agreement beyond the Pilot term; or (b) the Agreement is terminated before expiration of the Pilot Term. For purposes of this Agreement, if a Pilot Term is selected, that Pilot Term will be deemed to be included in the “Term” as such term is used in this Agreement.

(b) If this Order Form does not specify a Pilot Term, this Agreement will commence on the Effective Date and continue for the Initial Term. Upon expiration of the Initial Term, this Agreement will automatically renew for additional consecutive one-year terms (each a “Renewal Term” and collectively with the Initial Term, the “Term”), unless either Party provides written notice of its intent to terminate 30 days prior to the expiration of the Initial Term or then-current Renewal Term.

5.2 Termination for Material Breach. Either Party may terminate this Agreement if the other Party does not cure its material breach of this Agreement within 30 days of receiving written notice of the material breach from the non-breaching Party. Termination in accordance with this Section 5.2 will take effect when the breaching Party receives written notice of termination from the non-breaching Party, which notice must not be delivered until the breaching Party has failed to cure its material breach during the 30-day cure period. If Subscriber fails to timely pay any fees, NEER may, without limitation to any of its other rights or remedies, suspend Subscriber’s access to the Platform until it receives all amounts due. NEER may terminate this Agreement immediately upon notice to Subscriber if Subscriber breaches its obligations provided in Section 2 of this Agreement.

5.3 Post-Termination Obligations. If this Agreement is terminated for any reason: Subscriber will pay to NEER any fees or other amounts that have accrued prior to the effective date of the termination; any and all liabilities accrued prior to the effective date of the termination will survive; and Subscriber will immediately cease all use of the Platform, Documentation, and other NEER Technology.

5.4 Survival. Upon termination, Subscriber’s licenses under this Agreement will end and Subscriber will cease all use of the Platform and NEER Technology. Sections 2.5, 4, 5.4, 7.3, 8, 9, 10, 11 and 12 will survive any termination of this Agreement.

6. PRICING.

6.1 Fees. Subscriber’s use of the Platform and Services provided by NEER is subject to the fees set forth in the Order Form, as well as any additional services fees and expenses set forth in a SOW (collectively, the “Fees”). Unless otherwise specified in the Order Form, Subscriber will pay all amounts due within 30 days of the date of the applicable invoice. Any amount not paid when due will be subject to finance charges equal to 1.5% of the unpaid balance per month or the highest rate permitted by applicable law, whichever is less, determined and compounded daily from the date due until the date paid. Subscriber will reimburse any costs or expenses (including, but not limited to, reasonable attorneys’ fees) incurred by NEER to collect any amount that is not paid when due. Amounts due from Subscriber under this Agreement may not be withheld or offset by Subscriber against amounts due to Subscriber for any reason. All amounts payable under this Agreement are denominated in United States dollars, will be paid in United States dollars, and are non-refundable.

6.2 Taxes. Other than net income taxes imposed on NEER, Subscriber will bear all taxes, duties, and other governmental charges resulting from this Agreement. Subscriber will pay any additional taxes as are necessary to ensure that the net amounts received by NEER after all such taxes are paid are equal to the amounts that NEER would have been entitled to in accordance with this Agreement as if the taxes did not exist.

6.3 Cooperative Purchasing. The awarded contract shall agree to offer the prices and the terms and conditions offered herein to other government agencies, in the Metro Kansas City, Missouri and Kansas City, Kansas area, who wish to participate in a cooperative purchase program with Douglas

County. Participating agencies may include the purchase and installation, removal, modifications, and maintenance. Other agencies will be responsible for entering into separate agreements with the Contract and for all payments thereunder.

7. REPRESENTATIONS AND DISCLAIMERS OF WARRANTY

7.1 Mutual Warranties. Each Party represents and warrants to the other that: this Agreement has been duly executed and delivered and constitutes a valid and binding agreement enforceable against such Party in accordance with its terms; and no authorization or approval from any third party is required in connection with such Party's execution, delivery, or performance of this Agreement.

7.2 Additional Subscriber Warranties. Subscriber represents and warrants to NEER that Subscriber's use of the Platform and Services will be in compliance with all applicable laws, regulations, and statutes.

7.3 DISCLAIMERS. EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES STATED IN THIS SECTION 7.3, NEER MAKES NO ADDITIONAL REPRESENTATION OR WARRANTY OF ANY KIND WHETHER EXPRESS, IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), OR STATUTORY, AS TO ANY MATTER WHATSOEVER. NEER EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, TITLE, AND NON-INFRINGEMENT. NEER DOES NOT WARRANT AGAINST INTERFERENCE WITH THE ENJOYMENT OF THE PLATFORM. NEER DOES NOT WARRANT THAT THE PLATFORM IS ERROR-FREE OR THAT OPERATION OF THE PLATFORM WILL BE SECURE OR UNINTERRUPTED. NEER DOES NOT WARRANT THAT ANY INFORMATION PROVIDED THROUGH THE PLATFORM IS ACCURATE OR COMPLETE OR THAT ANY INFORMATION PROVIDED THROUGH THE PLATFORM WILL ALWAYS BE AVAILABLE. NEER EXERCISES NO CONTROL OVER AND EXPRESSLY DISCLAIMS ANY LIABILITY ARISING OUT OF OR BASED UPON SUBSCRIBER'S USE OF THE PLATFORM OR ANY NEER TECHNOLOGY.

8. LIABILITY.

8.1 Disclaimer of Indirect Damages. EXCEPT FOR LIABILITIES ARISING FROM A PARTY'S BREACH OF ITS WARRANTIES IN SECTION 7 OR EITHER PARTY'S OBLIGATION TO INDEMNIFY THE OTHER PARTY, NEITHER PARTY WILL, UNDER ANY CIRCUMSTANCE, BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO, LOST PROFITS OR LOSS OF BUSINESS, EVEN IF THAT PARTY IS APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING.

8.2 Cap on Liability. EXCEPT FOR LIABILITIES ARISING FROM A PARTY'S BREACH OF ITS WARRANTIES IN SECTION 7 OR EITHER PARTY'S OBLIGATION TO INDEMNIFY THE OTHER PARTY, UNDER NO CIRCUMSTANCES WILL EITHER PARTY'S TOTAL LIABILITY OF ALL KINDS ARISING OUT OF OR RELATED TO THIS AGREEMENT (INCLUDING BUT NOT LIMITED TO WARRANTY CLAIMS), REGARDLESS OF THE FORUM AND REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON CONTRACT, TORT, OR OTHERWISE, EXCEED THE TOTAL AMOUNT PAID BY SUBSCRIBER TO NEER DURING THE 12 MONTH PERIOD IMMEDIATELY PRECEDING THE CLAIM (DETERMINED AS OF THE DATE OF ANY FINAL JUDGMENT IN AN ACTION).

8.3 Independent Allocations of Risk. EACH PROVISION OF THIS AGREEMENT THAT PROVIDES FOR A LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS TO ALLOCATE THE RISKS OF THIS AGREEMENT BETWEEN THE PARTIES. THIS ALLOCATION IS REFLECTED IN THE PRICING OFFERED BY NEER TO SUBSCRIBER AND IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THIS AGREEMENT. THE LIMITATIONS IN THIS SECTION 8.3 WILL APPLY

NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY IN THIS AGREEMENT.

9. INTELLECTUAL PROPERTY INFRINGEMENT

9.1 Defense of Infringement Claims. NEER will, at its expense, either defend Subscriber from or settle any claim, proceeding, or suit (“**Claim**”) brought by a third party against Subscriber alleging that Subscriber’s use of NEER Technology infringes or misappropriates any third party patent, copyright, trade secret, trademark, or other intellectual property right during the Term of this Agreement if: Subscriber gives NEER prompt written notice of the Claim; Subscriber grants NEER full and complete control over the defense and settlement of the Claim; Subscriber provides assistance in connection with the defense and settlement of the Claim as NEER may reasonably request; and Subscriber complies with any settlement or court order made in connection with the Claim. Subscriber will not defend or settle any Claim without NEER’s prior written consent. Subscriber will have the right to participate in the defense of the Claim at its own expense and with counsel of its own choosing, but NEER will have sole control over the defense and settlement of the Claim.

9.2 Indemnification of Infringement Claims. NEER will indemnify Subscriber from and pay: all damages, costs, and attorneys’ fees finally awarded against Subscriber in any Claim under Section 9.1; all out-of-pocket costs (including reasonable attorneys’ fees) reasonably incurred by Subscriber in connection with the defense of a Claim under Section 9.10 (other than attorneys’ fees and costs incurred without NEER’s consent after NEER has accepted defense of the Claim); and all amounts that NEER agrees to pay to any third party to settle any Claim under Section 9.1.

9.3 Exclusions from Obligations. NEER will have no obligation under this Section 9 for any infringement or misappropriation to the extent that it arises out of or is based upon: use of the Platform or any other NEER Technology in combination with other products or services if such infringement or misappropriation would not have arisen but for such combination; any Third Party Technology; use of any NEER Technology by Subscriber for purposes not intended or outside the scope of the license granted to Subscriber; Subscriber’s failure to use the NEER Technology in accordance with instructions provided by NEER, if the infringement or misappropriation would not have occurred but for such failure; or any modification of the NEER Technology not made or authorized in writing by NEER where such infringement or misappropriation would not have occurred absent such modification.

9.4 Limited Remedy. This Section 9 states NEER’s sole and exclusive liability, and Subscriber’s sole and exclusive remedy, for the actual or alleged infringement or misappropriation of any third party intellectual property right by the NEER Technology.

10. SUBSCRIBER INDEMNIFICATION

10.1 Defense. Subscriber will defend NEER from any actual or threatened third party Claim arising out of or based upon Subscriber’s use of the Platform (except to the extent NEER is required to indemnify Subscriber for such Claim under Section 9) or Subscriber’s breach of any of the provisions of this Agreement if: NEER gives Subscriber prompt written notice of the Claim; NEER grants Subscriber full and complete control over the defense and settlement of the Claim; NEER provides assistance in connection with the defense and settlement of the Claim as Subscriber may reasonably request; and NEER complies with any settlement or court order made in connection with the Claim. NEER will not defend or settle any Claim without Subscriber’s prior written consent. NEER will have the right to participate in the defense of the Claim at its own expense and with counsel of its own choosing, but Subscriber will have sole control over the defense and settlement of the Claim.

10.2 Indemnification. Subscriber will indemnify NEER from and pay all damages, costs, and attorneys’ fees finally awarded against NEER in any Claim under Section 10.1; all out-of-pocket costs

(including reasonable attorneys' fees) reasonably incurred by NEER in connection with the defense of a Claim under Section 10.1 (other than attorneys' fees and costs incurred without Subscriber's consent after Subscriber has accepted defense of the Claim); and, all amounts that Subscriber agrees to pay to any third party to settle any Claim under Section 10.1.

11. CONFIDENTIALITY

11.1 Definition. "**Confidential Information**" means any information disclosed by either Party to the other Party, directly or indirectly, in writing, orally, or by inspection of tangible objects (including documents, prototypes, samples, and equipment), that is designated by the disclosing Party as confidential or proprietary, that reasonably appears to be confidential due to the nature of the information or circumstances of disclosure, or that is customarily considered confidential between business parties, including customer, product, financial, and strategic information. "Confidential Information" may also include information disclosed to the disclosing Party by third parties. Confidential Information will not, however, include any information that: (i) was publicly known and made generally available in the public domain prior to the time of disclosure by the disclosing Party; (ii) becomes publicly known and made generally available after disclosure by the disclosing Party to the receiving Party through no action or inaction of the receiving Party; (iii) is already in the possession of the receiving Party at the time of disclosure by the disclosing Party, as shown by the receiving Party's files and records; (iv) is obtained by the receiving Party from a third-party without a breach of the third-party's obligations of confidentiality; or (v) is independently developed by the receiving Party without use of or reference to the disclosing Party's Confidential Information, as shown by documents and other competent evidence in the receiving Party's possession.

11.2 Non-Use and Non-Disclosure. Neither Party will use any Confidential Information of the other Party for any purpose except to exercise its rights and perform its obligations under this Agreement. Neither Party will disclose any Confidential Information of the other Party to third parties or to that Party's employees, except to those employees of the receiving Party with a need to know. Neither Party will reverse engineer, disassemble, or decompile any prototypes, software, or other tangible objects which embody the other Party's Confidential Information and which are provided to the Party hereunder. A Party may disclose the other Party's Confidential Information if required by law so long as the receiving Party gives the disclosing Party prompt written notice of the requirement prior to the disclosure and assistance in obtaining an order protecting the information from public disclosure.

11.3 Maintenance of Confidentiality. Each Party will take reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information of the other Party. Without limiting the foregoing, each Party will take at least those measures that it takes to protect its own most highly confidential information and will ensure that its employees who have access to Confidential Information of the other Party have signed a non-use and non-disclosure agreement in content similar to the provisions hereof, prior to any disclosure of Confidential Information to those employees. Neither Party will make any copies of the Confidential Information of the other Party unless the same are authorized under this Agreement or previously approved in writing by the other Party. Each Party will reproduce the other Party's proprietary rights notices on any approved copies, in the same manner in which those notices were set forth in or on the original.

11.4 Return of Materials. Upon the termination of this Agreement, each Party will deliver to the other Party all of the other Party's Confidential Information that it may have in its possession or control.

11.5 Remedies. Each Party acknowledges that any violation or threatened violation of this Agreement may cause irreparable injury to the other Party, entitling the other Party to seek injunctive relief in addition to all legal remedies.

12. MISCELLANEOUS

12.1 No Partnership, Joint Venture or Franchise. This Agreement will not be construed as creating a partnership, joint venture, or agency relationship or as granting a franchise.

12.2 Notices. All notices in connection with this Agreement will be deemed given as of the day they are received either by messenger, delivery service, or in the United States of America mail, postage prepaid, certified or registered, return receipt requested, and addressed either to Subscriber or to NEER at the addresses specified in this Agreement, or to such other address as a Party may designate pursuant to this notice provision.

12.3 Governing Law. This Agreement will be interpreted, construed, and enforced in all respects in accordance with the local laws of the State of Missouri without reference to its choice of law rules that would result in the application of the laws of another jurisdiction. The Parties agree that any dispute arising from this Agreement will be heard exclusively in the state or federal courts located in Jackson County, Missouri and irrevocably submit to that jurisdiction and venue.

12.4 Assignability. This Agreement may not be assigned or otherwise transferred by either Party, in whole or in part, without the prior written consent of the other Party, except that either Party may assign this Agreement in connection with a merger, acquisition, change of control, or sale of all or substantially all of that Party's assets or stock. Subject to the foregoing, this Agreement will be binding upon and will inure to the benefit of the Parties and their respective successors and assigns. Any assignment in violation of this Section 12.4 is null and void.

12.5 Waiver. The waiver by either Party of any breach of any provision of this Agreement does not waive any other breach. The failure of any Party to insist on strict performance of any covenant or obligation in accordance with this Agreement will not be a waiver of that Party's right to demand strict compliance in the future, nor will the same be construed as a novation of this Agreement.

12.6 Force Majeure. Neither Party will be liable for, or be considered to be in breach of or default under this Agreement on account of, any delay or failure to perform as required by this Agreement as a result of any cause or condition beyond its reasonable control, so long as that Party uses all commercially reasonable efforts to avoid or remove the causes of non-performance.

12.7 Counterparts. This Agreement may be executed in any number of identical counterparts, notwithstanding that the Parties have not signed the same counterpart, with the same effect as if the Parties had signed the same document. All counterparts will be construed as and constitute the same agreement. This Agreement may also be executed and delivered by facsimile and such execution and delivery will have the same force and effect of an original document with original signatures.

12.8 Construction. If any part of this Agreement is found to be illegal, unenforceable, or invalid, the remaining portions of this Agreement will remain in full force and effect. If any limitation or restriction on the grant of any license to Subscriber under this Agreement is found to be illegal, unenforceable, or invalid, the license will immediately terminate. Failure by a Party to enforce any provision of this Agreement will not be deemed a waiver of future enforcement of that or any other provision.

12.9 Entire Agreement. This Agreement is the final and complete expression of the agreement between these Parties regarding the subject matter of this Agreement. This Agreement supersedes, and the terms of this Agreement govern, all previous oral and written communications regarding these matters, all of which are merged into this Agreement, except that this Agreement does

not supersede any prior nondisclosure or comparable agreement between the Parties executed prior to this Agreement being executed. It will not be modified except by a written agreement dated subsequent to the date of this Agreement and signed on behalf of Subscriber and NEER by their respective duly authorized representatives.

EXHIBIT B

Statement of Work

Description of Services

Task 1: Project Management and Meetings

NEER will conduct a project kickoff meeting to review the project tasks and schedule, establish key contacts, and transfer sanitary sewer database and models. NEER will conduct four progress meetings throughout the course of the project with the City of Edgerton Public Works. The purpose of the meetings will be to update the project team on the results of the completed task as well as general project status, progress, budget and schedule status, identification of data gaps, and work expected to be completed for the next two months.

Task 2: Data Collection

Task 2.1: Existing Asset Data

NEER will complete a detailed review of existing water, sewer, stormwater, streets, signs, and right-of-way asset data for the City of Edgerton (**Figure 1**) and create a standard data template for both linear assets and structures assets. This compiled database will provide an overview of the assets based on available data and will be organized such that assets can be easily identified within the city limits.

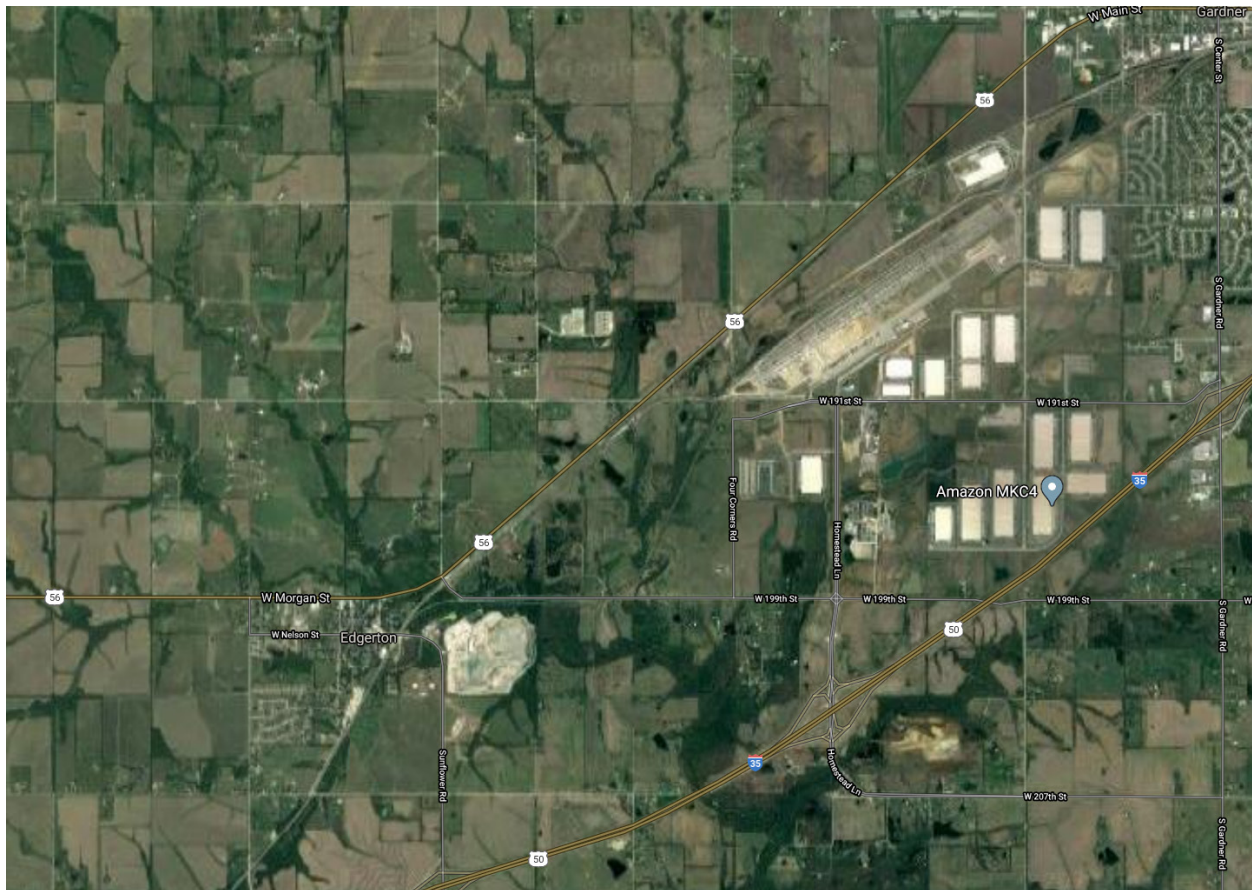


Figure 1: City of Edgerton Overview Map

Task 3: GIS Hosting

All assets from City of Edgerton will be collected and hosted in NEER GIS platform. The GIS data can be easily accessible by the public works staff team. The individual team members will have editing or viewing capabilities based on their user role.

The screenshot in **Figure 2** depicts example GIS hosting page set up and editing screen.

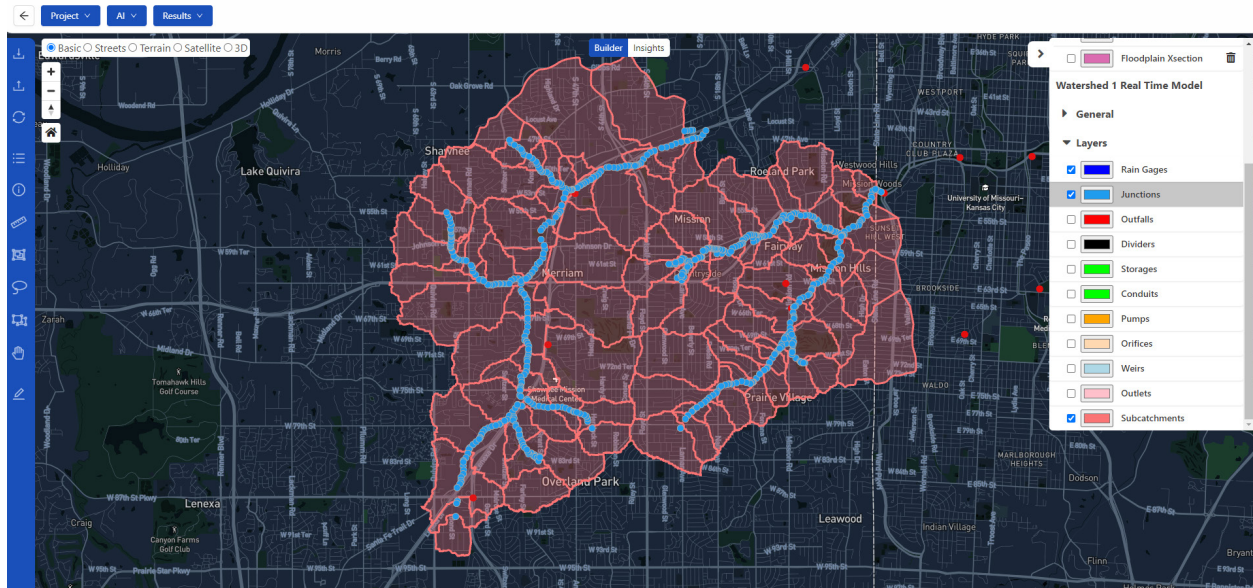


Figure 2: NEER Platform Setup and GIS Editing Screen

Task 4: AI/Machine Learning Driven Asset Management

The two fundamental building blocks for defining risk are Likelihood of Failure (LoF) and Consequence of Failure (CoF). LoF describes the chance of an asset failure occurring and can be represented as a numerical ranking ranging from unlikely (1) to highly likely (5). CoF measures the severity of the impacts if an asset were to fail and can also be expressed numerically using the same ranking system as LoF.

The overall risk calculated by this equation is often used as a measure of criticality and is referred to in the industry as business risk exposure (BRE). Risk, Criticality and BRE terms are used interchangeably in practice however, BRE is the preferred term as recommended by Environmental Protection Agency (EPA)¹ and Water Environment Research Foundation (WERF)².

$$\text{Total Risk or BRE} = \text{LoF} * \text{CoF}$$

¹<https://19january2017snapshot.epa.gov/sites/production/files/2016-01/documents/determine-business-risk.pdf>

²https://cfpub.epa.gov/si/si_public_record_report.cfm?Lab=NRML&dirEntryId=304932

Task 4.1: Predictive Analytics - Condition Assessment (Likelihood of Failure)

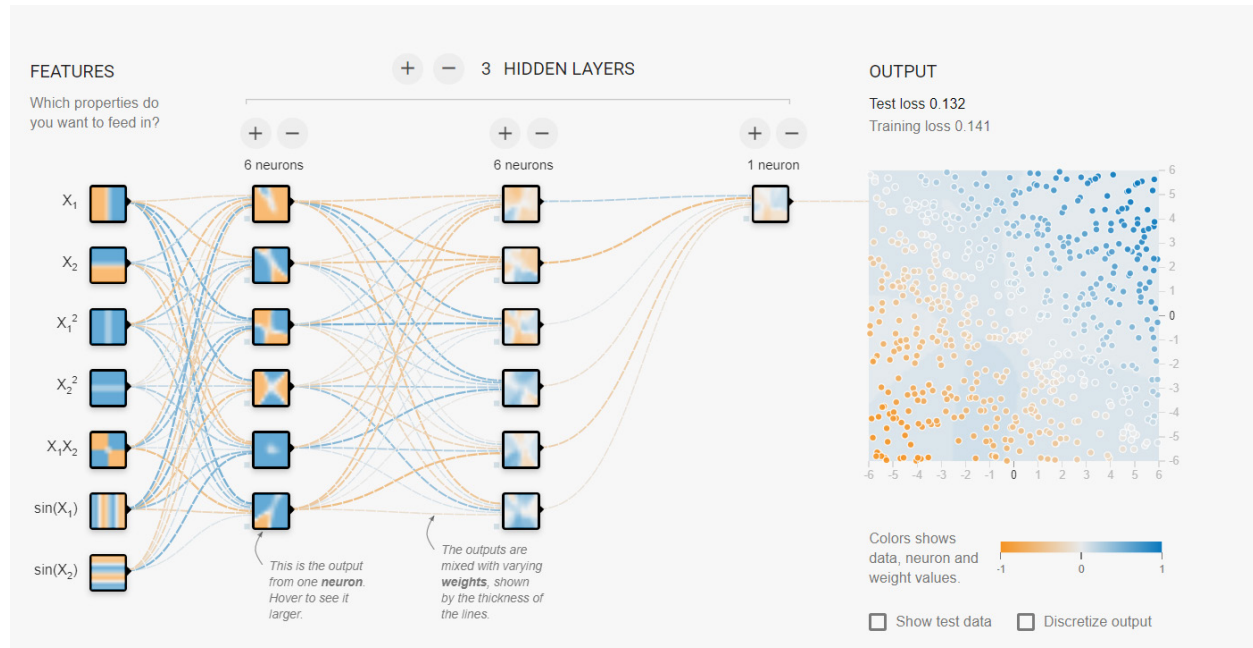
Assessing and comprehending the present condition of lead and copper or any water, sewer, or stormwater asset will enhance the ability of public works department to make informed decisions on capital investments.

Sanitary sewer pipes and structures deteriorate due to several factors and at different rates. Understanding these factors and measuring them will be crucial in determining the performance and condition of a sanitary sewer asset.

To provide accurate condition (LoF) estimates, NEER will use Machine Learning to assess complex data sets specific to City of Edgerton & 3rd party data (ex: soil, land use, and weather data). NEER runs multiple algorithms through parameter optimization (**Figure 3**) on top of City of Edgerton final data set to virtually assess the Likelihood of Failure (LoF) for each assets. The results of this analysis will then be validated using already existing field verified condition datasets. City of Edgerton specific LoF algorithm will be set up to train continuously and optimize itself to improve accuracy over time.

Figure 3: Machine Learning Model and Training Process

Task 4.2: Consequence of Failure (CoF)



The CoF measure attempts to rank, on a 1-5 scale, how the failure of each asset would affect the quality of life, economy, and safety of the community. This CoF score calculation will be implemented in the NEER Platform, so that City of Edgerton can calculate CoF for each sanitary sewer asset.

Task 4.3: Determine Asset's Risk (Business Risk Exposure)

The overall risk of an asset is a relative measure formulated as a weighted combination of the LoF and CoF scores, that ranges from 1 through 5. City of Edgerton can use 50% LoF and 50% CoF to calculate individual asset total risk using the following formula at the beginning.

$$\text{Asset Total Risk or BRE} = 0.5 * \text{LoF} + 0.5 * \text{CoF}$$

The results of the analysis will be displayed in NEER's Dashboard as shown in **Figure 4** (sample screenshot).

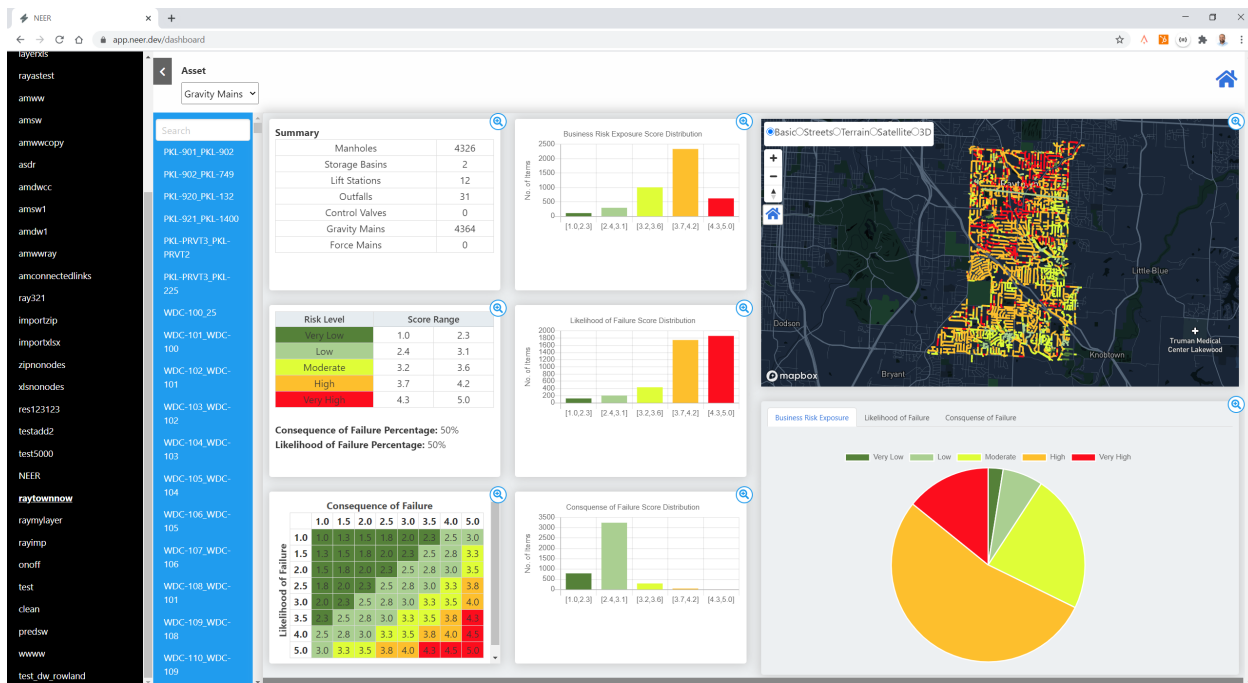


Figure 4: NEER Asset Management Dashboard

Task 5: Lead and Copper Inventory, Analysis and Predictive Modeling

Lead exposure can harm children's brain development, contributing to lower IQs as well as learning and behavioral problems. Young children, infants, and fetuses are particularly vulnerable to lead because the harm appears to be greater at lower exposures in children than in adults.

Lead can enter drinking water when pipes and plumbing fixtures that contain lead. There are three main sources of lead:

- **Lead pipes** – Lead service lines, the pipe that connects the water main under the street to a building's plumbing. Lead pipes were also used in inside plumbing, but it is unusual. Congress banned use of lead pipes in 1986.
- **Leaded solder** – Solder is used to connect copper pipe and fittings. Congress banned the use of leaded solder in 1986.
- **Leaded alloys** – Brass is frequently used in faucets and other plumbing components. In 1986, Congress limited the amount of lead in brass to 8% (close to the level of lead typical of products at the time) and reduced the limit to a much lower level (0.25%) in 2014

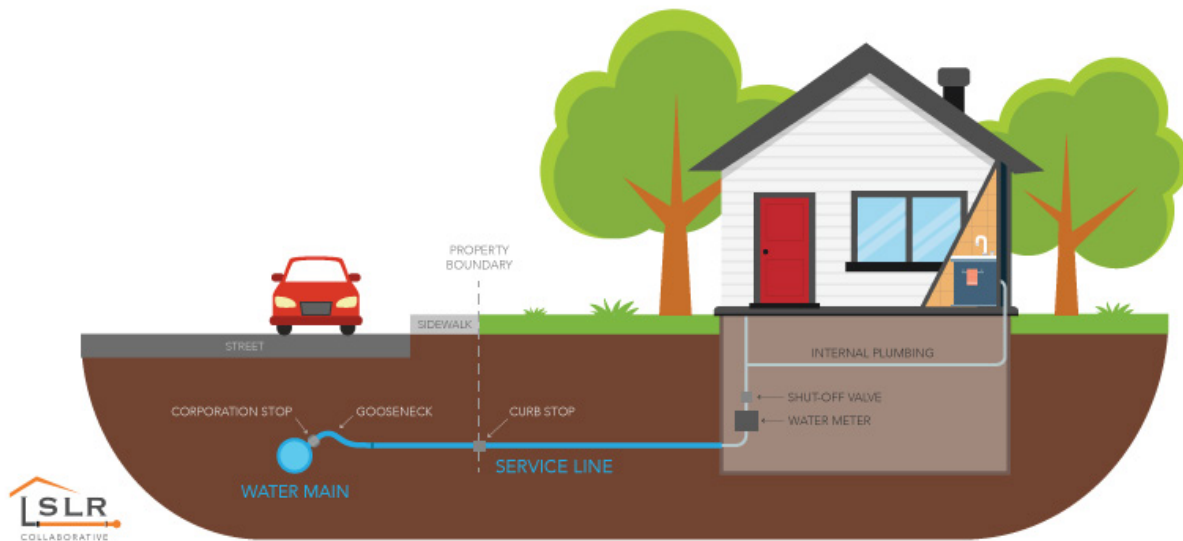


Figure 5 – Simplified Illustration of the Service Line Installation

All water systems must develop an inventory to identify the materials of service lines connected to the public water distribution system. Figure 5 shows the simplified illustration of service line installation. The inventory must meet the following requirements:

1. All water systems must develop an initial inventory **by October 16, 2024** and submit it to the Kansas Department of Health and Environment Public Water Supply Section (KDHE). KDHE is requiring water systems to electronically report the inventory on the approved Kansas LSLI Form in accordance with K.A.R. Section 28-15a-32 - Electronic reporting requirements.
2. The inventory must include all service lines connected to the public water supply distribution system regardless of ownership status (e.g., where service line ownership is shared, the inventory would include both the portion of the service line owned by the water system and the customer-owned portion of the service line). The inventory must be made available for public review. (as shown in Figure 6)
3. A water system must report any information on lead and galvanized iron or steel that it has identified when conducting the inventory of service lines in its distribution system for the initial inventory.
4. The water system must also review any additional sources of information (construction and plumbing codes, permits, and any other existing records or other documentation) to identify service line materials for the initial inventory

Water utilities and their engineering partners need an actionable, accurate service line inventory for Lead Service Line Replacement Plans. However, utilities lack reliable information about service line materials. This uncertainty delays replacements, increases costs, and extends the amount of time residents must live with the risk of lead exposure.

NEER's platform offers machine learning models to predict unknown service line materials. This model significantly helps field teams to perform more efficiently in confirming materials and avoiding unnecessary digging on the field.

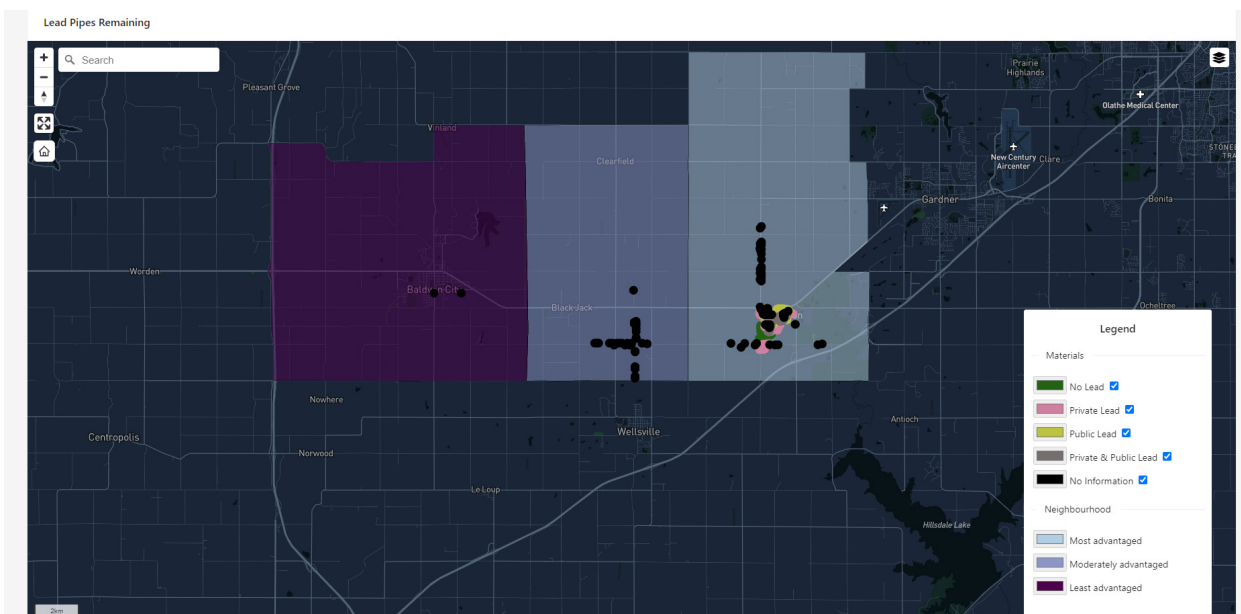


Figure 6 – Example Lead and Copper Inventory Map

Deliverables:

City of Edgerton will have continuous access to NEER Platform from March 1, 2023 to February 28, 2026.

- GIS database of all assets with risk scores
- Lead and Copper Service Line Inventory, Survey Forms, Public Facing Lead and Copper Information Website.

Schedule

The Parties will work in good faith to accomplish the services described above in accordance with the following timeline:

| | |
|----------------|--------------------------------------------|
| Task 1 | [March, April, June, July, September 2023] |
| Task 2 | [April 30, 2023] |
| Task 3 | [June 31, 2023] |
| Task 4.1 | [August 31, 2023] |
| Task 4.2 & 4.3 | [September 30, 2023] |
| Task 5 | [November 30, 2023] |

Additional Terms:

City of Edgerton shall provide the following items:

- GIS database of citywide system inventory data for water mains, hydrants, service lines, water meters, sanitary gravity pipes, forcemain, manholes, pumps, storages, outfalls, stormwater enclosed gravity, junction boxes, inlets, culverts, and bridges
- GIS Layers for transportation network, critical and non-critical facilities, parcel, land use, soil group, watershed, subbasin, cross-section, floodplain, utilities, and other relevant GIS information
- PACP scoring for the assets that had inspections, if available
- Historical and emergency maintenance records, if available

EXHIBIT C

TECHNICAL SUPPORT

Unlimited Email and Telephone Support

NEER Help Desk provides exceptional customer support from Monday through Friday 8 AM to 5 PM Central Standard Time.

Telephone: 913-669-6408

Email: elango@neer.ai

Secure Live Remote Support

If you prefer a more hands-on approach in resolving your incident, a technical support representative is equipped with remote support tools to assist you. Each member of the Support Services Staff can directly view your system using the secure Live Meeting tools to understand and identify an expedited solution to your problem.

EXHIBIT D

Service Level Agreement

NEER will host the Platform in accordance with the performance standards set forth in this **Exhibit C**. All capitalized terms not defined in this Exhibit, will have the meanings that are defined in the Agreement.

1. **Availability.** NEER will use reasonable efforts to provide the Platform so that, other than for scheduled or emergency maintenance, the Platform will be accessible in all material respects 90% of the time during any 24-hour period, 95% of the time during any 7-day period, and 98% of the time during any 30-day period. The availability of the Platform may be subject to limitations, delays, and other problems inherent to the general use of the Internet and other public networks or caused by Subscriber or third parties. NEER is not responsible for any delays or other damage resulting from problems outside of NEER's control.

2. **Performance Issue Corrections.** If the Platform is not accessible as specified in Section 1 of this Exhibit D ("**Performance Issue**"), NEER will use reasonable efforts to correct the Performance Issue with a level of effort commensurate with the severity of the Performance Issue. NEER and Subscriber will comply with the following resolution procedures for all Performance Issues reported by Subscriber:

(a) **Notice of Performance Issue.** If Subscriber encounters a Performance Issue, Subscriber must sufficiently define the Performance Issue in a written notice to NEER. After receipt of written notice of a Performance Issue from Subscriber, NEER will notify Subscriber if NEER cannot identify the cause of the Performance Issue. If NEER cannot identify the cause of the Performance Issue, Subscriber will provide additional information regarding the Performance Issue as NEER may request in order to assist NEER with identifying the cause of the Performance Issue. Subscriber will provide a separate written notice for each Performance Issue encountered by Subscriber.

(b) **Performance Issue Classification.** In its notice of a Performance Issue, Subscriber will reasonably classify for NEER the initial priority of the Performance Issue. Subscriber will use the nature of the Performance Issue and Subscriber's business situation to initially classify each Performance Issue. Subscriber will classify each Performance Issue in accordance with the severity classification table below. To the extent that NEER disagrees with any Performance Issue classification provided by Subscriber, NEER will promptly advise Subscriber of the revised classification of any Performance Issue.

(c) **Response Time.** NEER will use reasonable efforts to respond to each of Subscriber's written notices of Performance Issue within the period set forth in the severity classification table below. Response time is the elapsed time between Subscriber's first report of an identified Performance Issue and the provision of a plan for resolution by a NEER technical contact.

| 1. Severity Classification | Description of Performance Issue | Response Time |
|----------------------------|--------------------------------------------------------------------------------------------------|-----------------------------------------------|
| Class A: Emergency | Any Performance Issue that causes the Platform to be completely inaccessible. | 1 Day |
| Class B: Urgent | Any Performance Issue that causes a material degradation in the performance of the Platform | 3 Days |
| Class C: Non-urgent | Any Performance Issue that causes a non-critical degradation in the performance of the Platform. | 10 days |
| Class D: Minor | Suggested changes. | At the discretion and prioritization of NEER. |

3. Subscriber Obligations

(a) Trained Contacts. Subscriber will appoint up to two individuals within Subscriber's organization to serve as primary contacts between Subscriber and NEER with regards to the Platform. Subscriber must initiate all requests through these contacts.

(b) Reasonable Assistance. Subscriber will provide NEER with reasonable access to all necessary personnel to answer questions regarding Performance Issues reported by Subscriber.

(c) Good Standing. The provision of the Platform by NEER during the Term of this Agreement is contingent upon Subscriber's performance of its payment and other obligations under the Agreement. NEER reserves the right, in addition to other remedies available, to suspend its provision of the Platform for so long as Subscriber is not current with its obligations.

EXHIBIT E
Insurance Document



NEERING-01

RHOJA1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/25/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | |
|------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| PRODUCER Brush Creek Partners 520 Pennway, Suite LL Kansas City, MO 64108 | CONTACT NAME: PHONE (A/C, No, Ext): (816) 523-2323 FAX (A/C, No): (913) 800-8249 E-MAIL ADDRESS: info@brushkc.com |
| | INSURER(S) AFFORDING COVERAGE INSURER A: CFC Underwriting Limited INSURER B: Chubb INSURER C: INSURER D: INSURER E: INSURER F: |
| INSURED NEER TECHNOLOGIES, INC 3541 Jefferson Street Kansas City, MO 64111 | NAIC # 5241 523930 |

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|----------|---------------|-------------------------|-------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | | | ESL0239541139 | 10/1/2022 | 10/1/2023 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 250,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 HNOA \$ 1,000,000 |
| | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY | | | | | | COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| A | <input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$ | | | ESL0239541145 | 10/1/2022 | 10/1/2023 | EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below | | N / A | 71792921 | 12/1/2021 | 12/1/2022 | PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |
| A | Tech E&O | | | ESL0239541139 | 10/1/2022 | 10/1/2023 | Aggregate 1,000,000 |
| A | Cyber Liability | | | ESL0239541139 | 10/1/2022 | 10/1/2023 | Aggregate 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

Proof of Coverage

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

CONTACT

3541 JEFFERSON ST
KANSAS CITY, MO 64111
913-669-6408
ELANGO@NEER.AI
WWW.NEER.AI

City Council Action Item

Council Meeting Date: March 9, 2023

Department: Parks and Recreation

Agenda Item: Consider Resolution No. 03-09-23A Authorizing the Closure of A Public Street During Edgerton's Summer Kickoff Block Party

Background/Description of Item:

On Saturday, June 3rd, 2023, Edgerton Parks and Recreation will host the Summer Kickoff Block Party in Downtown Edgerton. The block party will have inflatables, a DJ, face painting, frozen treats, and more from 6:30 PM to 8:30 PM.

To support this event, City staff is requesting the closure of Nelson Street (between East 4th Street and East 3rd Street) from 5:00 PM – 9:00 PM. The intersections at both East 4th Street/Nelson Street and East 3rd Street/Nelson Street will remain open to traffic.

City staff has reviewed the proposed street closures and does not anticipate any conflicts or issues. City staff will notify the Johnson County Sheriff's Office, Johnson County Fire District No. 1 and Johnson County Med-Act of the proposed closings.

The draft resolution has not yet been reviewed by City Attorney. Any changes will be reviewed with City Council at meeting.

Related Ordinance(s) or Statue(s):

Funding Source: N/A

Budget Allocated: N/A

Finance Director Approval: N/A

Recommendation: Approve Resolution No. 03-09-23A Authorizing the Closure of A Public Street During Edgerton's Summer Kickoff Block Party

Enclosed: Draft Resolution No. 03-09-23A

Prepared by: Brittany Paddock, Recreation Coordinator

RESOLUTION NO. 03-09-23A

A RESOLUTION APPROVING THE CLOSURE OF A PUBLIC STREET NAMED HEREIN DURING EDGERTON'S SUMMER KICKOFF BLOCK PARTY IN 2023

WHEREAS, the City Council of the City of Edgerton, Kansas wishes to provide successful and safe community events in Edgerton; and

WHEREAS, the City has determined that the closure of a public street would be beneficial to the safety and enjoyment of the 2023 Summer Kickoff Block Party in Edgerton; and

WHEREAS, City staff has reviewed the proposed street closure and does not anticipate any conflicts or issues that would prevent said closure; and

WHEREAS, the following public streets shall be closed to vehicular traffic during Summer Kickoff Block Party between 5:00 PM until 9:00 PM on June 3, 2023:

- Nelson Street between East 4th Street and East 3rd Street

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EDGERTON, KANSAS that the City hereby authorizes the closure of the public streets named above for the duration named above for the Edgerton Summer Kickoff Block Party.

SECTION ONE: EFFECTIVE DATE

This Resolution shall take effect and be in full force immediately after its adoption by the Governing Body.

ADOPTED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR OF THE CITY OF EDGERTON, KANSAS ON THE 9TH DAY OF MARCH, 2023.

ATTEST:

CITY OF EDGERTON, KANSAS

Alexandria Clower, City Clerk

By: _____
Donald Roberts, Mayor

APPROVED AS TO FORM:

Lee W. Hendricks, City Attorney

City Council Action Item

Council Meeting Date: March 9, 2023

Department: Community Development

Agenda Item: Consider Ordinance No. 2130 Adopting The Recommendation Of The City Of Edgerton Planning Commission To Approve Application ZA2023-01 For The Rezoning Of Approximately 1.46 Acres Of Land Located At the Southeast Corner of E. Nelson Street and E. 3rd Street, From City Of Edgerton "R-1" (Single Family Residential) And City of Edgerton "C-D" (Downtown Commercial) To City Of Edgerton "C-D" (Downtown Commercial) Zoning

Background/Description of Item: The City of Edgerton processed rezoning Application ZA2023-01, which includes 1.46 acres of land owned by the City of Edgerton, located at the southeast corner of E. Nelson Street and E. 3rd Street. The application is a request to rezone that property from City of Edgerton "R-1" (Single Family Residence) and "C-D" (Downtown Commercial) to City of Edgerton "C-D" (Downtown Commercial).

This rezoning request is to allow for the future development of the Edgerton Greenspace, which is a proposed building intended to be used as a community gathering space. The existing R-1 district allows for the development of a public community building on the site, but has more restrictive design standards, such as setbacks, while the C-D district has design guidelines that are more fitting for a downtown development.

Staff reviewed this rezoning application with respect to the Edgerton Comprehensive Plan, the Edgerton Unified Development Code Zoning and Subdivision Regulations, and the laws of the State of Kansas, in particular the "Golden Criteria" as established by the Supreme Court of Kansas in 1978.

The Planning Commission held a Public Hearing on February 14, 2023 regarding this rezoning request and voted to recommend approval of Application ZA2023-01 with no stipulations.

Copies of the staff report and draft minutes are included with this packet.

The City Attorney has not yet reviewed the enclosed draft Ordinance No. 2130. Any changes will be provided at the March 23, 2023 City Council meeting.

Related Ordinance(s) or Statue(s): K.S.A. 12-741, et. Seq. to K.S.A. 12-771 – Establishment of the Unified Development Code; 12-757 – Zoning Amendments

Funding Source: N/A

Budget Allocated: N/A

Finance Director Approval: N/A

Recommendation: Approve Ordinance No. 2130 Adopting The Recommendation Of The City Of Edgerton Planning Commission To Approve Application ZA2023-01 For The Rezoning Of Approximately 1.46 Acres Of Land Located At the Southeast Corner Of E. Nelson Street And E. 3rd Street, From City Of Edgerton "R-1" (Single Family Residential) And City of Edgerton "C-D" (Downtown Commercial) To City Of Edgerton "C-D" (Downtown Commercial) Zoning

Enclosed:

- Draft Ordinance No. 2130
- Staff Report from February 14, 2023 Planning Commission Meeting
- Draft minutes from the February 14, 2023 Planning Commission Meeting

Prepared by: Zachary Moore, Development Services Director

ORDINANCE NO. 2130

AN ORDINANCE ADOPTING THE RECOMMENDATION OF THE CITY OF EDGERTON PLANNING COMMISSION TO APPROVE APPLICATION ZA2023-01 FOR THE REZONING OF APPROXIMATELY 1.46 ACRES OF LAND LOCATED ON AT THE SOUTHEAST CORNER OF THE INTERSECTION OF E. NELSON STREET AND E. 3RD STREET, FROM CITY OF EDGERTON "R-1" (SINGLE FAMILY RESIDENTIAL) AND CITY OF EDGERTON "C-D" (DOWNTOWN COMMERCIAL) TO CITY OF EDGERTON "C-D" (DOWNTOWN COMMERCIAL) ZONING

WHEREAS, the Planning Commission of the City of Edgerton, Kansas received a request from the City of Edgerton, property owner of a parcel of land totaling approximately 1.46 acres, generally located at the southeast corner of the intersection of E. Nelson Street and E. 3rd Street, to rezone that property from City of Edgerton "R-1" (Single Family Residential) and "C-D" (Downtown Commercial) to City of Edgerton "C-D" (Downtown Commercial); and

WHEREAS, following a public hearing in front of the Planning Commission on February 14, 2023, the Planning Commission has recommended that the rezoning request for that property – from City of Edgerton "R-1" (Single Family Residential) and City of Edgerton "C-D" (Downtown Commercial) to City of Edgerton "C-D" (Downtown Commercial) -- be approved subject to certain conditions; and

WHEREAS, all required newspaper and mailing notifications were performed.

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

Section 1. That the following legally described property generally located at the southeast corner of E. Nelson Street and E. 3rd Street, is hereby rezoned from City of Edgerton "R-1" (Single Family Residential) and "C-D" (Downtown Commercial) to City of Edgerton "C-D" (Downtown Commercial), and that City Staff is hereby directed to reflect said rezoning in the City's Official Zoning map and other City records:

Lots 3-12, Lots 16-24, and the adjoining alley between Lots 3-9 and Lots 16-22, Block 15, City of Edgerton (Martin), Johnson County, Kansas more particularly described as follows:

Beginning at the Northeast corner of said Lot 3; thence S 01°52'04" E 129.85 feet to the Southeast Corner of said Lot 3; thence S 01°52'04" E 10.00 feet to the Northeast Corner of said Lot 22; thence N 87°59'25" E 49.96 feet to the Northeast Corner of said Lot 24; thence S 01°52'11" E 129.80 feet to the Southeast Corner of said Lot 24; thence S87°54'35" W 150.03 feet to the Southeast Corner of said Lot 18; thence S 88°01'51" W 75.06 feet to the Southwest Corner of Lot 16; thence N 01°50'07" W 129.98 feet to the Northwest Corner of said Lot 16; thence N 01°50'07" W 10.00 feet to the Southwest Corner of said Lot 9; thence S 87°59'21" W 74.73 to the Southwest Corner of said Lot 12; thence N 01°51'26" W 130.02 feet to the Northwest Corner of said Lot 12; thence N 88°01'41" E 249.75 feet to the point of beginning, containing 1.46 acres. Tim Sloan, PLS 783, January 20, 2023.

Subject to easements and restrictions of record.

Section 2. The above rezoning is approved with no stipulations.

Section 3. That the Governing Body, in making its decision on the rezoning, based its decision on City Staff's comments and recommendations as they relate to the Golden criteria and otherwise, which are attached hereto. The Governing Body also based its decision on the following criteria:

- a) The extent to which there is a need in the community for the uses allowed in the proposed zoning.
- b) The character of the neighborhood, including but not limited to: zoning, existing and approved land use, platting, density (residential), natural features, and open space.
- c) Compatibility of the proposed zoning and uses permitted therein with the zoning and uses of nearby properties.
- d) The extent to which the zoning amendment may detrimentally affect nearby property has been addressed.
- e) Consistency with the Comprehensive Plan, Utilities and Facilities Plans, Capital Improvement Plan, Area Plans, ordinances, policies, and applicable City Code of the City of Edgerton.

Section 4. This ordinance shall take effect from and after its publication once in the official city newspaper.

ADOPTED BY THE GOVERNING BODY AND APPROVED BY THE MAYOR OF THE CITY OF EDGERTON, KANSAS ON THE 9th DAY OF MARCH, 2023.

CITY OF EDGERTON, KANSAS

By: _____
Donald Roberts, Mayor

ATTEST:

Alexandria Clower, City Clerk

APPROVED AS TO FORM:

Lee Hendricks, City Attorney

GREENSPACE

Application ZA2023-01

Southeast Corner of the intersection of Nelson Street and E. 3rd Street

QUICK FACTS

PROJECT SUMMARY AND REQUESTED APPROVALS

The City is requesting to rezone 1.46 acres on 11 parcels of land and public alley right-of-way located between E. Nelson Street and E. Martin Street and between E. 3rd Street and E. 4th Street from R-1 (Single Family Residence District) and C-D (Downtown Commercial District) to the C-D (Downtown Commercial District).

A Public Hearing is required.

Owner and Applicant

City of Edgerton

Existing Zoning and Land Use

Currently C-D and R-1 with two (2) structures currently being used for City offices and accessory garages for storage of City equipment.

Parcel Size

1.46 acres

Staff Report Prepared by

Chris Clinton



BACKGROUND

Subject Site

The 1.46-acre subject property is located within the Bull Creek watershed and was a part of the original City of Edgerton plat recorded in 1870.

Site History and Past Approvals

The northern parcels currently contain a single-family residential structure that the City of Edgerton purchased in 2014. The structure was constructed in 1900 and is currently being used as office space for Community Development staff and was constructed in 1900. The red garage accessory building was constructed in 1902 and is currently being used as storage for City equipment and supplies.

The City acquired the vacant properties fronting E. Martin Street between 2009 and 2016. In 2022, the City purchased 414 E. 4th Street and is in the process of converting that structure into City offices for the Community Development staff. The structure on that parcel was erected in 2000. Prior to the February 14, 2023 meeting, there have not been any applications presented to the Planning Commission.

Proposed Use

This rezoning request is being made in preparation for development of a community building (Greenspace), for which a Final Site Plan, Preliminary Plat, and Final Plat applications are also on this agenda for.

The existing house and red garage building will be demolished to clear the land for the proposed building. The vacant parcels to the south will be used as a parking area for the community building and the structure at 414 W. 4th Street will remain for City staff to use as office space.

REZONING REVIEW

Figure 1 below shows the current zoning of the neighboring properties:

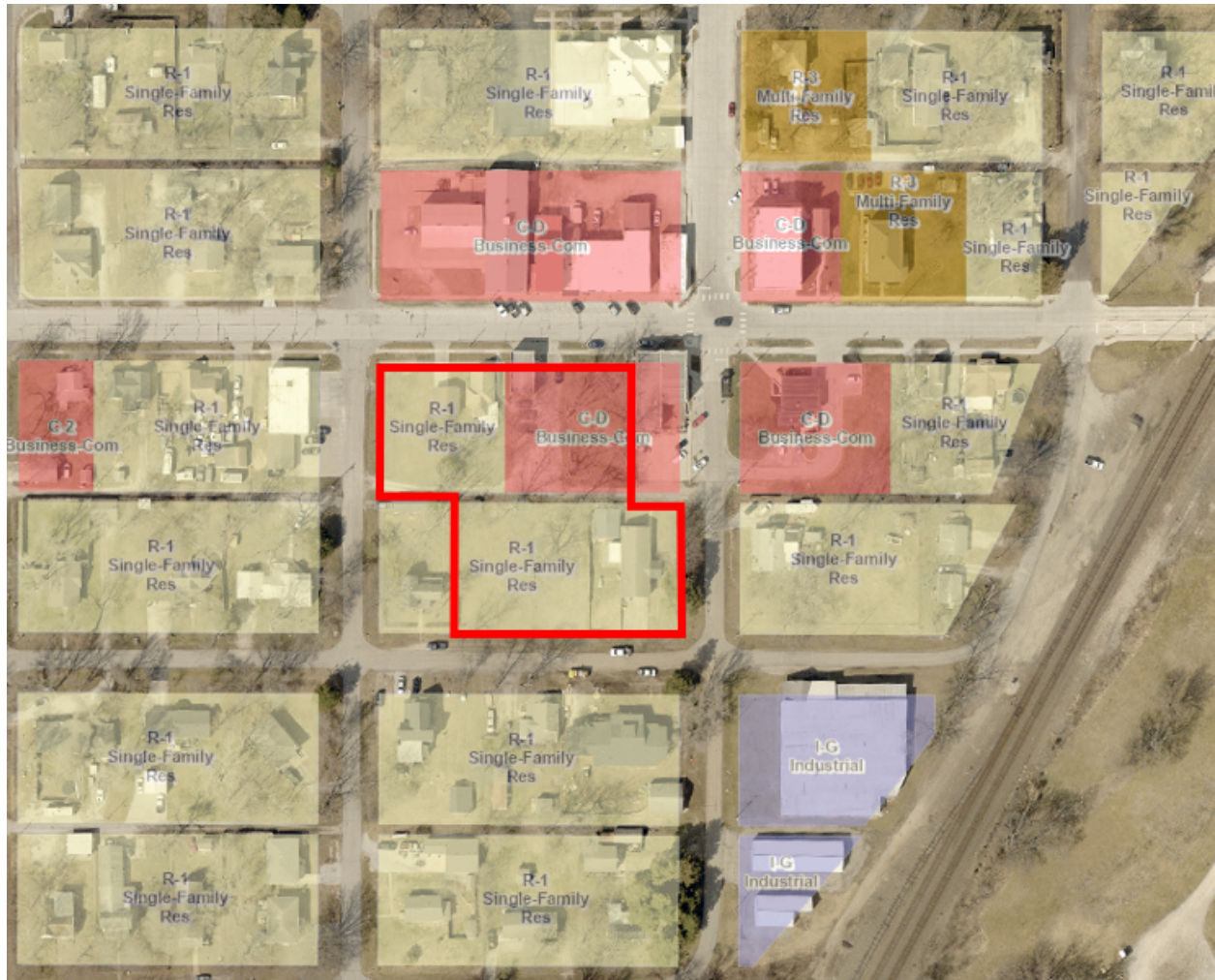


Figure 1 – Subject Property Outlined in Red

Staff has reviewed the rezoning application with respect to the Edgerton UDC, the laws of Kansas, and the “Golden Criteria” as established by the Supreme Court of Kansas in 1978. Review comments are listed below.

1. **The extent to which there is a need in the community for the uses allowed in the proposed zoning** – The 2018 Downtown Edgerton Plan provided the goal of revitalizing downtown and the streetscapes and a key finding in that plan was there was limited park and activity space located west of the railroad tracks. Rezoning these parcels to C-D will help fulfill Edgerton’s need of an activity space.
2. **The character of the neighborhood, including but not limited to: zoning, existing and approved land use, platting, density (residential), natural**

features, and open space – As shown in Figure 1 of this Staff Report, the subject parcel is near other parcels which currently contain a commercial zoning designation. The surrounding area to the north and east is developed with commercial buildings, while the area to the west and south is developed in a residential manner with the exception of the Fire Station immediately across 3rd Street. The proposed C-D zoning is compatible with the commercial development to the north and east.

3. **Compatibility of the proposed zoning and uses permitted therein with the zoning and uses of nearby properties** – As noted in #2 above, the proposed zoning is compatible with the existing zoning of neighboring and nearby parcels. The proposed zoning and land use is consistent with the City's Future Land Use Map.
4. **Suitability of the uses to which the property has been restricted under its existing zoning** – The current zoning of R-1 would allow for this use, however, it includes development standards (such as setbacks) that are more prohibitive. The proposed C-D zoning has development standards that are more consistent with a Downtown development style. The zoning change would allow the proposed use to be more aesthetically consistent with the other brick buildings in Downtown Edgerton.
5. **Length of time the subject property has remained vacant under the current zoning designation** – The current structures on the northern parcels have been there since the early 1900s and was zoned to R-1 in 1992. The structure on the southern parcel has been there since 2000 and the remaining parcels have been vacant since 2011. The other sections of properties have retained the same zoning designation since the creation of the zoning districts in 1988.
6. **The extent to which the zoning amendment may detrimentally affect nearby property** – The change to a commercial zoning will have an increase in pedestrian and vehicular traffic. A Final Site Plan has been submitted and will be considered by the Planning Commission during the same meeting. This Site Plan will address the pedestrian and vehicular traffic flow around the site. Any other possible affects will be addressed by the Final Site Plan submittal.
7. **Consideration of rezoning applications requesting Planned Development Districts (PUD) for multifamily and non-residential uses should include architectural style, building materials, height, structural mass, siting, and lot coverage** – This is not a request for a PUD.
8. **The availability and adequacy of required utilities and services to serve the uses allowed in the proposed zoning. These utilities and services include, but are not limited to, sanitary and storm sewers, water, electrical and gas service, police and fire protection, schools, parks and recreation facilities and services, and other similar public facilities and services** – All required utilities are already onsite and will be used by the development.
9. **The extent to which the uses allowed in the proposed zoning would adversely affect the capacity or safety of that portion of the road network influenced by the uses, or present parking problems in the vicinity of the property** – The Downtown Edgerton Plan includes a plan for the streetscape on both sides of Nelson Street. Part of that plan is to include on street parking on the north and south side of Nelson Street. In the Final Site Plan, the applicant has indicated a desire to make those changes on Nelson Street. A parking lot is shown on the southern parcels, which is also included in the Downtown Edgerton Plan. Sidewalks would remain on both sides of Nelson Street and sidewalks will be included on 3rd Street, per the Final Site Plan.
10. **The environmental impacts that the uses allowed in the proposed zoning would create (if any) including, but not limited to, excessive storm water runoff, water pollution, air pollution, noise pollution, excessive nighttime**

lighting or other environmental harm - The City will follow National Pollutant Discharge Elimination System (NPDES) guidelines and stormwater management requirements which require any application to address runoff and water pollution mitigation measures as part of the development of the property. Any construction that occurs on site will be required to get a NPDES permit from the State of Kansas and a land disturbance permit from the City. Those permits require a stormwater pollution prevention plan (SWPPP) that is reviewed by the City and the State. A full stormwater study of the site is also required and will be reviewed by the City Engineer prior to the issuance of a Land Disturbance Permit.

11. **The economic impact on the community from the uses allowed in the proposed zoning** – The City owns the property, and therefore there will not be any additional revenue from this development. This proposed development will create a destination in Downtown Edgerton which in turn will increase the business seen at the local retail shops currently present in Downtown Edgerton.
12. **The relative gain (if any) to the public health, safety, and welfare from a denial of the rezoning application as compared to the hardship imposed upon the rezoning applicant from such denial** - There would be no relative gain, if any, to the public health, safety, and welfare from the denial of these zoning applications.
13. **Consistency with the Comprehensive Plan, Capital Improvement Plan, ordinances, policies, and applicable City Code of the City of Edgerton** - The Edgerton Comprehensive Plan lists this area (E Nelson Street between E 3rd and E 4th Streets) as an opportunity for redevelopment of the downtown area. The Comprehensive Plan states this area should be a walkable space that will attract and serve a retail business niche. There are more businesses downtown and having a community building will help drive traffic towards those businesses. The Downtown Edgerton Plan, created in response to the Comprehensive Plan calling for an effort to create a theme and vision for Downtown, also calls for a community building other than City Hall. The proposed development lines up with both of those key documents for the City.
14. **The recommendation of professional staff** - Staff recommendation provided on page 8.

DOCUMENTS INCLUDED IN PACKET

| Sheet # | Title | Date on Document |
|-------------|---------------------------|------------------|
| Application | Application for ZA2023-01 | |
| 1 | Future Land Use Map | 03/10/2011 |

STAFF RECOMMENDATION

City Staff recommends approval of Rezoning **Application ZA2023-01** for *Greenspace*, with no stipulations:

Note: For Application ZA2023-01 the Planning Commission is the recommending body for the application to the Governing Body. The Application will be presented to the Governing Body on March 9, 2023.

1. **ZA2023-01: REZONING FOR EDGERTON GREENSPACE LOCATED ON THE SOUTHEAST CORNER OF THE INTERSECTION OF NELSON STREET AND 3RD STREET**

Mr. Moore stated this request is to rezone 1.46 acres to C-D, Commercial Downtown. Some of the parcels of the subject property are zoned R-1, Single Family Residential, and some are already zoned C-D.

Ms. Linn addressed the Commission as the applicant for this application and the other applications regarding this project. She stated the City is proposing a community gathering space that will be known as the Greenspace. Along Nelson Street, there are parcels zoned C-D and the parcels to the south along Martin Street will be used for parking, which is scarce in Downtown Edgerton. She said Mr. Josh Conrad, incite Design Studio (iDS) and Mr. Lee Ryherd, Civil Engineer with SMH Consultants, are available for questions as well.

Vice Chair Little opened the public hearing.

Mayor Roberts stated very few cities actually follow this process of development. He and City staff that it felt necessary to lead by example for other development and developers.

Commissioner Crooks moved to close the public hearing. Commissioner Mueller seconded the motion. The public hearing was closed, 3-0.

Mr. Moore explained the subject property was a part of the original City plat recorded in 1870. The parcels along Nelson Street currently have a house constructed in 1900 and an accessory building built in 1902 on them. Both uses are permitted by right in the R-1 and C-D zoning districts. The rezoning request is for more design guideline flexibility and allow the use of the parking area along Martin Street. He stated there are more applications to be presented during the same Planning Commission meeting.

Mr. Moore stated the zoning of the parcels across Nelson Street to the north is C-D, the parcels to the west and south are currently zoned R-1. City staff finds the proposed zoning is compatible with the current area and the Future Land Use Map. Mr. Moore said City staff reviewed the rezoning request under the Golden Criteria as required by Kansas State Statute. He stated the request meets the City's planning documents, such as the Downtown Plan approved in 2018 and the Comprehensive Plan. He explained the proposed use is allowed in R-1, but the C-D zoning designation has more design guidelines and does not have as restrictive development standards for this type of use. Nelson Street is fully constructed and can handle the traffic the proposed building would generate.

Commissioner Crooks moved to recommend approval of the rezoning request. The motion was seconded by Commissioner Mueller. Rezoning Application ZA2023-01 was recommended for approval, 3-0.

City of Edgerton - 4th Quarter 2022 Report
General Fund (Unaudited)

| | YTD Actual | 2022 Budget | % Used | Remaining |
|-------------------------------------------------|---------------------|---------------------|---------------|-------------------|
| Revenues: | | | | |
| Ad Valorem Tax | \$ 2,194,690 | \$ 2,214,328 | 99.1% | \$ (19,638) |
| City TIF Increment | \$ (38,133) | \$ (38,157) | 99.9% | \$ 24 |
| Delinquent Tax | \$ 9,016 | \$ - | n/a | \$ 9,016 |
| Motor Vehicle Tax | \$ 46,960 | \$ 52,830 | 88.9% | \$ (5,870) |
| Recreational Vehicle Tax | \$ 1,192 | \$ 835 | 142.8% | \$ 357 |
| 16/20M Vehicle Tax | \$ 435 | \$ 375 | 116.0% | \$ 60 |
| Local Alcoholic Liquor Tax | \$ 7,728 | \$ 5,000 | 154.6% | \$ 2,728 |
| Local Comp Use Tax | \$ 294,254 | \$ 200,000 | 147.1% | \$ 94,254 |
| County Use Tax | \$ 154,981 | \$ 100,000 | 155.0% | \$ 54,981 |
| Local Sales Tax | \$ 560,160 | \$ 485,000 | 115.5% | \$ 75,160 |
| County Sales Tax | \$ 373,853 | \$ 375,000 | 99.7% | \$ (1,147) |
| Franchise Tax | \$ 226,162 | \$ 180,000 | 125.6% | \$ 46,162 |
| Licenses & Permits | \$ 160,187 | \$ 224,000 | 71.5% | \$ (63,813) |
| Charges for Services | \$ 147,824 | \$ 98,700 | 149.8% | \$ 49,124 |
| Fines & Forfeitures | \$ 92,585 | \$ 75,000 | 123.4% | \$ 17,585 |
| Miscellaneous | \$ 15,909 | \$ - | n/a | \$ 15,909 |
| Investment Income | \$ 12,751 | \$ 15,000 | 85.0% | \$ (2,249) |
| Total Revenue | \$ 4,260,554 | \$ 3,987,911 | 106.8% | \$ 272,643 |
| Expenditures: | | | | |
| General Government | \$ 892,585 | \$ 1,050,748 | 84.9% | \$ 158,163 |
| Law Enforcement | \$ 535,611 | \$ 556,036 | 96.3% | \$ 20,425 |
| Public Works | \$ 577,800 | \$ 565,620 | 102.2% | \$ (12,180) |
| Parks | \$ 311,378 | \$ 315,043 | 98.8% | \$ 3,665 |
| Facilities | \$ 103,091 | \$ 143,570 | 71.8% | \$ 40,479 |
| Fleet Maintenance | \$ 49,857 | \$ 52,700 | 94.6% | \$ 2,843 |
| Community Development | \$ 366,082 | \$ 387,348 | 94.5% | \$ 21,266 |
| Economic Development | \$ 460,944 | \$ 506,700 | 91.0% | \$ 45,756 |
| Information Technology | \$ 45,501 | \$ 81,872 | 55.6% | \$ 36,371 |
| Employee Benefits | \$ 445,056 | \$ 555,093 | 80.2% | \$ 110,037 |
| Total Expenditures | \$ 3,787,905 | \$ 4,214,730 | 89.9% | \$ 426,825 |
| Sources Over(Under) Expenditures: | \$ 472,649 | \$ (226,819) | | |
| Other Financing Sources & Uses | | | | |
| Transfers from Other Funds: | | | | |
| Transfer from Capital Projects Fund | \$ 84,069 | \$ - | n/a | \$ (84,069) |
| Transfer from TIF Funds-City TIF Fee | \$ 50,915 | \$ 17,656 | 288.4% | \$ (33,259) |
| Transfers to Other Funds: | | | | |
| Transfer to Equipment Reserve Fund-General | \$ (127,000) | \$ (125,000) | 101.6% | \$ 2,000 |
| Transfer to Capital Projects Fund | \$ (207,843) | \$ (195,000) | 106.6% | \$ 12,843 |
| Total Other Financing Sources & Uses | \$ (199,859) | \$ (302,344) | | |
| Beginning Fund Balance | \$ 2,098,334 | \$ 1,855,359 | | |
| Estimated Ending Fund Balance | | \$ 1,326,196 | | |
| Unaudited Ending Fund Balance | \$ 2,371,124 | | | |
| Reserve Required | | | | |
| 17% of 2022 budgeted expenditures | \$ 716,504 | | | |
| 25% of 2022 budgeted expenditures | \$ 1,053,683 | | | |
| Budget Authority | | | | |
| 2022 Budget Authority | \$ 5,860,925 | | | |
| Remaining 2022 Budget Authority | \$ 2,272,879 | | | |
| % of Budget Authority Used | 61.2% | | | |

City of Edgerton - 4th Quarter 2022 Report
Water Fund (Unaudited)

| | YTD Actual | 2022 Budget | % Used | Remaining |
|------------------------------------------|-------------------|--------------------|-----------|---------------|
| Revenues: | | | | |
| Charges for Services | \$ 460,345 | \$ 462,222 | 99.6% | \$ (1,877.00) |
| Fines & Forfeitures | \$ 25,019 | \$ 20,000 | 125.1% | \$ 5,019.00 |
| Miscellaneous | \$ 1,985 | \$ - | n/a | \$ 1,985.00 |
| Investment Income | \$ 1,015 | \$ 2,500 | 40.6% | \$ (1,485.00) |
| Total Revenue | \$ 488,364 | \$ 484,722 | 100.8% | \$ 3,642.00 |
| Expenditures: | | | | |
| Fleet Maintenance | \$ 2,389 | \$ 6,075 | 39.3% | \$ 3,686 |
| Information Technology | \$ 29,437 | \$ 49,878 | 59.0% | \$ 20,441 |
| Production | \$ 163,306 | \$ 175,000 | 93.3% | \$ 11,694 |
| Distribution | \$ 48,597 | \$ 54,505 | 89.2% | \$ 5,908 |
| Administrative-Water | \$ 127,302 | \$ 143,054 | 89.0% | \$ 15,752 |
| Employee Benefits | \$ 31,829 | \$ 36,429 | 87.4% | \$ 4,600 |
| Debt Service | \$ 56,150 | \$ 56,153 | 100.0% | \$ 3 |
| Total Expenditures | \$ 459,010 | \$ 521,094 | 88.1% | \$ 62,084 |
| Sources Over(Under) Expenditures: | \$ 29,354 | \$ (36,372) | | |
| Transfers to Other Funds: | | | | |
| Transfer to Equipment Reserve Fund-Water | \$ (15,000) | \$ (25,000) | 60.0% | \$ (10,000) |
| Transfer to Capital Projects Fund | \$ - | \$ - | n/a | \$ - |
| Total | \$ (15,000) | \$ (25,000) | | |
| Beginning Fund Balance | \$ 168,723 | \$ 176,502 | | |
| Estimated Ending Fund Balance | | \$ 115,130 | | |
| Unaudited Ending Fund Balance | \$ 183,077 | | | |
| Reserve Required | | | | |
| 17% of 2022 budgeted expenditures | \$ 88,586 | | | |
| 25% of 2022 budgeted expenditures | \$ 130,274 | | | |
| Budget Authority | | | | |
| 2022 Budget Authority | \$ 661,224 | | | |
| Remaining 2022 Budget Authority | \$ 217,214 | | | |
| % of Budget Authority Used | 67.1% | | | |

City of Edgerton - 4th Quarter 2022 Report

Sewer Fund (Unaudited)

| | YTD Actual | 2022 Budget | % Used | Remaining |
|------------------------------------------|-------------------|-------------------|-----------|-------------|
| Revenues: | | | | |
| Charges for Services | \$ 720,184 | \$ 761,529 | 94.6% | \$ (41,345) |
| Licenses & Permits | \$ 100 | \$ - | n/a | \$ 100 |
| Miscellaneous | \$ - | \$ - | n/a | \$ - |
| Investment Income | \$ 4,695 | \$ 3,500 | 134.1% | \$ 1,195 |
| Total Revenue | \$ 724,979 | \$ 765,029 | 94.8% | \$ (40,050) |
| Expenditures: | | | | |
| Fleet Maintenance | \$ 3,966 | \$ 6,075 | 65.3% | \$ 2,109 |
| Information Technology | \$ 31,476 | \$ 49,879 | 63.1% | \$ 18,403 |
| Treatment Plant | \$ 188,847 | \$ 195,674 | 96.5% | \$ 6,827 |
| Sewer Line Maintenance | \$ 2,258 | \$ 11,700 | 19.3% | \$ 9,442 |
| Lift Stations/Vaults | \$ 30,833 | \$ 34,562 | 89.2% | \$ 3,729 |
| Administrative-Sewer | \$ 181,829 | \$ 224,738 | 80.9% | \$ 42,909 |
| Employee Benefits | \$ 48,890 | \$ 63,261 | 77.3% | \$ 14,371 |
| Debt Service | \$ 94,438 | \$ 94,438 | 100.0% | \$ - |
| Total Expenditures | \$ 582,537 | \$ 680,327 | 85.6% | \$ 97,790 |
| Sources Over(Under) Expenditures: | \$ 142,442 | \$ 84,702 | | |
| Transfers to Other Funds: | | | | |
| Transfer to Equipment Reserve Fund-Sewer | \$ (25,000) | \$ (25,000) | 100.0% | \$ - |
| Transfer to Capital Projects Fund | \$ (125,000) | \$ (125,000) | 100.0% | \$ - |
| Total | \$ (150,000) | \$ (150,000) | | |
| Beginning Fund Balance | \$ 577,918 | \$ 338,155 | | |
| Estimated Ending Fund Balance | | \$ 272,857 | | |
| Unaudited Ending Fund Balance | \$ 570,360 | | | |
| Reserve Required | | | | |
| 17% of 2022 budgeted expenditures | \$ 115,656 | | | |
| 25% of 2022 budgeted expenditures | \$ 170,082 | | | |
| Budget Authority | | | | |
| 2022 Budget Authority | \$ 1,103,184 | | | |
| Remaining 2022 Budget Authority | \$ 670,647 | | | |
| % of Budget Authority Used | 39.2% | | | |