

EDGERTON SPECIAL CITY COUNCIL
MEETING AGENDA
CITY HALL, 404 EAST NELSON STREET
October 19, 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 September 28, 2023 Regular City Council Meeting.
5. Approve Final Acceptance 2023 Street Preservation - Chip Seal
6. Approve Final Acceptance for the Streetlight Study and Inventory Project

Motion: _____ Second: _____ Vote: _____

Regular Agenda

7. **Declaration.** At this time Council members may declare any conflict or communication they have had that might influence their ability to impartially consider today's issues.
8. **Public Comments.** The City of Edgerton encourages public participation in local governance issues. To facilitate an efficient and effective meeting, persons wishing to address the City Council must sign-up before the meeting begins. Speakers must provide their name and address for the record and are limited to three (3) minutes. The maximum time limit for all speakers will be thirty (30) minutes. Comments on personnel matters or matters pending before court/other outside tribunals are not permitted. Any comments are for informational purposes only. No action will be taken.

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

Business Requiring Action

9. **CONSIDER AGREEMENT WITH SWT DESIGN, INC. FOR THE TRAILS MASTER PLAN PROJECT**

Motion: _____ Second: _____ Vote: _____

10. CONSIDER AMENDMENT #1 TO AGREEMENT WITH TETRA TECH FOR 2023 CDBG – 1ST AND HULETT SANITARY SEWER REHABILITATION PROJECT

Motion: _____ Second: _____ Vote: _____

11. CONSIDER RESOLUTION NO. 10-19-23A AUTHORIZING A SPECIAL EVENT PERMIT FOR TRUNK OR TREAT, AN EVENT WITHIN THE CITY OF EDGERTON, KANSAS

Motion: _____ Second: _____ Vote: _____

12. CONSIDER RESOLUTION NO. 10-19-23B AUTHORIZING THE CLOSURE OF CERTAIN PUBLIC STREETS FOR THE TRUNK OR TREAT IN THE STREET EVENT

Motion: _____ Second: _____ Vote: _____

13. CONSIDER RESOLUTION NO. 10-19-23C RECOGNIZING TRUNK OR TREAT IN THE STREET AS A "PUBLIC FESTIVAL" FOR PURPOSES OF THE CITY'S NOISE RESTRICTIONS

Motion: _____ Second: _____ Vote: _____

14. CONSIDER RESOLUTION NO. 10-19-23D - ESTABLISHING FEES AND RATES FOR PERMITS, LICENSES AND SERVICES WITHIN THE CITY OF EDGERTON, KANSAS

Motion: _____ Second: _____ Vote: _____

15. Report by the City Administrator

16. Report by the Mayor

- November/December Council Meeting Schedules

17. Future Meeting Reminders:

- October 26th: City Council Meeting – 7:00PM
- November 9th: City Council Meeting – 7:00PM
- November 14th: Planning Commission Meeting – 7:00PM
- December 12th: Planning Commission Meeting – 7:00PM
- December 14th: City Council Meeting – 7:00PM
- December 28th: City Council Meeting – 7:00PM

18. Adjourn Motion: _____ Second: _____ Vote: _____

EVENTS

10/13: Movie Night Reschedule: Lyle Lyle Crocodile
10/14: Family Pumpkin Yoga Flashlight King Size Candy Hunt
10/18: Senior Lunch - Chili Cookoff
10/19: Teen Mystery
10/20: Clueless Murder Mystery
10/23: Henna Art
10/29: Frontier Days Halloween Party
11/3: Mayor's Christmas Tree Charity Trivia
11/14: Tales for Tots
11/15: Senior Lunch
11/15: Fogaccia Bread

City of Edgerton, Kansas
Minutes of City Council Regular Session
September 28, 2023

A Regular Session of the City Council (the Council) was held in the Edgerton City Hall, 404 E. Nelson, Edgerton, Kansas September 28, 2023. The meeting convened at 7:00PM with Mayor Roberts presiding.

1. ROLL CALL

Clay Longanecker	present
Josh Lewis	present
Josh Beem	absent
Deb Lebakken	present
Bill Malloy	absent

With a quorum present, the meeting commenced.

Staff in attendance:

- City Administrator, Beth Linn
- City Attorney, Lee Hendricks
- City Clerk, Alex Clower
- Assistant City Administrator, Meagan Borth
- Public Works Director, Dan Merkh
- Public Works Superintendent, Trey Whitaker
- Finance Director, Karen Kindle
- Accountant, Justin Vermillion
- Development Services Director, Zach Moore

2. WELCOME. Mayor Roberts welcomed all in attendance.

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

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

4. Approve Minutes from September 14, 2023 Regular City Council Meeting.
5. Consider an Agreement with Varney & Associates, CPAs, LLC, to Prepare the City's Financial Audit for Fiscal Year 2023
6. Consider Resolution No. 09-28-23A Waiving the City's Compliance with Generally Accepted Accounting Principles for Financial Reporting and Causing Such Reports to be Prepared in Compliance with the Cash Basis and Budget Laws of the State of Kansas
7. Consider Application FP2023-04, Final Plat for Whimsy Edgerton, LLC, Located at the Northwest Corner of W. 199th Street and Homestead Lane
8. Consider Final Acceptance for the Library Brick Project
9. Consider Final Acceptance for the Library Roof Project

Mayor Roberts requested item 6 be removed for further discussion. He then requested approval of the remaining items on the consent agenda.

Councilmember Longanecker moved to approve the remaining items on the Consent Agenda. Councilmember Lewis seconded the motion. The consent agenda was approved, 3-0.

Item 6 Discussion –

Ms. Kindle stated under statute the city is required to prepare financial statements. She stated the city has done this for the last few years. Cash basis financial documentation is more user friendly and time friendly for staff. She stated by resolution, the governing body can make finding that the financial statements and reports prepared with the requirements of GAAP, are of no significant value to council or general public. She stated the council can then request waiver to prepare the financial statements on the basis of the cash receipts and disbursements as adjusted to show compliance with cash basis and laws of the state.

Councilmember Longanecker asked if completing the process this way makes a difference in costs.

Ms. Kindle stated it is less cost in Audit processing and significantly reduces staff time.

Mayor Roberts stated he believes this is the simplest way while still allowing for the highest level of budgeting and audit efforts. He stated this still allows for transparency with the public and it is what most municipalities do.

Ms. Kindle stated the City's finances are still prepared in compliance with another set of regulations, which the auditors then use to look at the city's statements and audit them.

With no further questions or comments, Mayor Roberts requested motion to approve Resolution No. 09-28-23A.

Councilmember Longanecker moved to approve the motion, seconded by Councilmember Lebakken. The Resolution was approved, 3-0.

Regular Agenda

10. Declaration. There were no declarations made.

11. Public Comments.

Mr. Charlie Troutner addressed the Council. He stated he wanted to attend this evening to express his desire for Council and the public to attend the 10th Anniversary Celebration of the Edgerton Community Museum. He stated the celebration will be on October 14th beginning at 10 am with artifacts and refreshments. He stated Holly at the Village Shop here in town will be making shirts.

Mayor Roberts asked how much for T-shirt.

Mr. Troutner responded \$15-18 depending on size.

Mayor Roberts asked where can someone order.

Mr. Troutner stated they can contact him or place the order directly with Holly.

He stated this will be a very special celebration. He thanked the City for the support over the years with maintenance, financing major repairs and always being willing to listen to requests.

Mayor Roberts thanked Charlie for all the work he does to keep the museum operational.

All Councilmembers thanked Charlie for his continued dedication to the museum.

He stated he's very happy the city has a place they can go to learn about the town's history.

Business Requiring Action

12. Consider Resolution No. 09-28-23B Authorizing and Providing for the Acquisition, Design, Construction, and Equipping of a New Community Building and Related Improvements in The City of Edgerton, Kansas; And Providing for the Payment of the Costs Thereof

Ms. Kindle stated in November 2019 the City passed a resolution to issue bonds, she stated the first update to that resolution is to provide a description for the project now established and provide updates needed to the project budget. She stated this resolution does just that, the project budget now established is roughly \$8.7 Million. She stated staff has listed the project amount in the new resolution as \$10 Million to allow for contingency, which will prevent the need to issue additional bonds should the project run into unforeseen circumstances that cause expenditures to exceed the budget. She stated any bond proceeds not used for the project will be used for debt service payments on the bonds.

Mayor Roberts stated he assumes the \$10 Million is a conservative outside estimate.

She stated that is correct.

Councilmember Longanecker stated anything left over will go back to paying it anyway.

With no further questions or comments, Mayor Roberts requested motion to approve Resolution No. 09-28-23B.

Councilmember Lewis moved to approve the motion, seconded by Councilmember Longanecker. The Resolution was approved, 3-0.

13. Consider Resolution No. 09-28-23C Authorizing the Offering for Sale of General Obligation Bonds, Series 2023A, of The City of Edgerton, Kansas

Ms. Kindle stated following the approval of the previous resolution, the city now offers bonds for sale. She walked council through the next steps of this process as outlined in the council packet as well as highlighted a few dates related to the sale of the bonds.

Mayor Roberts asked what the current bond market looks like now.

Mr. Khaleen Dwyer of Columbia Capital approached the podium. He stated the bond market is less advantageous currently because interest rates have increased. He stated the volume is lower and they have been seeing lower turn out at competitive sales for issuers like the city. He stated people will ask about the debt borrowed because Edgerton does not fit nicely in a box like other cities may. He stated he is hopeful they can market the bonds successfully and they will be working to see if they can qualify for bond insurance. He stated despite the City's excellent history, buyers are wary in this market. He thinks if Edgerton qualifies for bond insurance, it would make for better turn out.

Councilmember Longanecker asked what the city can expect interest rate wise.

Mr. Dwyer stated 4.5% is the current ballpark.

Councilmember Longanecker asked if it is planning to raise in the future.

Mr. Dwyer stated the Feds have slowed down for the moment.

With no further questions or comments Mayor Roberts requested motion to approve Resolution No. 09-28-23C.

Councilmember Longanecker moved to approve the motion, seconded by Councilmember Lebakken. The Resolution was approved, 3-0.

14. Consider Ordinance No. 2146 Adopting the Planning Commission's Recommendation to Approve a Conditional Use Permit (CU2023-01) Allowing a Cargo Container Storage, Repair, Or Maintenance Facility for Whimsy Edgerton, LLC on the Property Located at the Northwest Corner of W. 199th Street and Homestead Lane

Mr. Moore stated the city has received an application requesting a conditional use permit to operate a cargo container storage, repair and maintenance facility for Whimsy Trucking. He stated this will be located northwest of intersection of W. 199th Street and Homestead Lane. He stated these facilities are only permitted within the L-P District with an approved Conditional Use Permit.

He stated the Planning Commission approved a final site plan for an approximately 32,000 square foot building with cargo container storage yard at their September meeting. This was contingent upon approval of the conditional use permit. He stated in order to recommend approval or disapproval of the proposed CUP, the Council shall determine whether the proposed use is found to be generally compatible with the surrounding development and is in the best

interest of the city. He stated staff has reviewed the application with respect to all requirements within the code, the staff's report presented to the Planning Commission can be found within the council packet. He stated the Planning Commission held a public hearing regarding this application at their September meeting, and the planning commission recommended approval of the permit as stipulated in the staff report.

Mayor Roberts wanted to confirm this is a new application, not a renewal.

Mr. Moore stated that is correct, adding there was an error in the heading of this item.

Mayor Roberts stated this is a critical piece of infrastructure to have at LPKC. He added Edgerton has very high standards that were set at the beginning and have been consistent in those standards.

Mr. Pete Heaven, representative for the applicant, addressed the Council and thanked them for having him. He stated Mr. Moore has done a great job summarizing the project, and they concur with all aspects and findings presented. He stated the City's standards are the highest, adding there is a similar facility in the Chicago area and it is a night and day difference. He stated they have now started a fleet of EV Tractor Trailers in Chicago, and the company plans to use those here as well.

Mayor Roberts stated he appreciates the thoroughness of staff and the willingness of Whimsy to work with staff.

With no further questions or comments, Mayor Roberts requested motion to approve Ordinance No. 2146 with revision to the wording as it is not a renewal.

Councilmember Longanecker moved to approve the motion, seconded by Councilmember Lebakken. The motion was approved, 3-0.

15. Consider Ordinance No. 2147 Adopting the Planning Commission's Recommendation to Approve the Renewal of a Conditional Use Permit (CU2023-03) Allowing a Cargo Container Storage, Repair, or Maintenance Facility for US MMG Properties E Lot, LLC on the Property Located at 30830 W. 191st Street

Mr. Moore stated this request is a renewal, but the previous one was not. He stated in 2013 a conditional use permit was approved was previously approved to allow operation of a Cargo Container Storage, repair, and maintenance facility on the subject property. He stated the previously approved CUP expired in September 2023, but the approval has been stayed until this city council meeting due to the lack of quorum at the Planning Commission meeting that the applicant had originally submitted for.

He stated US MMG Properties E Lot, is requesting this CUP renewal to continue the operation as a cargo container storage lot. He stated the site has operated since 2013, when the original permit was issued for Nickell Properties. He stated prior to the Planning Commission meeting,

there were several items on site that did not meet Code or the previously approved site plan, including an unenclosed dumpster on site, an above ground fuel tank on site, damaged fencing, and missing landscaping. He stated the property owner resolved each of these outstanding issues prior to the Planning Commission meeting, and the site has remained in good standing since.

He stated in order to recommend approval or disapproval of the proposed CUP, the Council shall determine whether the proposed use is found to be generally compatible with the surrounding development and is in the best interest of the city. He stated staff has reviewed the application with respect to all requirements within the code and staff's report as presented to the Planning Commission can be found within the council packet.

He stated Planning Commission held a public hearing in September regarding this application and it was recommended for approval as stipulated in the staff report. Staff would recommend approval as stipulated.

Councilmember Longanecker stated this is a 10-year permit and asked how long ago the site changed hands.

Mr. Moore answered that it has been a couple years, but he would need to confirm. He stated the new applicants are the ones who fixed the problems noted.

Councilmember Longanecker stated they have a decent track record then.

Mayor Roberts stated it looks like there's security at the gate with a small container. He asked if it was a guard shack.

Mr. Greg Watson with McClure Engineering, a representative for the applicant, addressed the Council. He stated he was unclear about the exact container referenced. He stated he knows there is not a guard shack, and assumes it is portable.

Mayor Roberts stated it is off chassis and sitting on the ground.

Mr. Watson stated he can follow up with applicant, but he assumes it is a break area for staff as they do not have permitted buildings at this time.

Mayor Roberts asked if Council could approve conditionally upon knowing what the building is used for.

Mr. Hendricks stated if there were no other issues, he would recommend that Council empower the Mayor to approve the ordinance once the issue is resolved.

Mayor Roberts stated the container seems a little out of place.

Mr. Hendricks stated as soon as you learn the answer and it is resolved to your satisfaction; it can be approved.

Mayor Roberts stated he is confident the turn around will be quick because the new ownership has been more than hospitable to work with.

Ms. Linn stated it is about consistency. She added if there are spaces there for human habitation, it should be more building-like and not containers. If it is cargo container storage, that is fine but we want to confirm that.

With no further questions or comments, Mayor Roberts requested motion to empower the Mayor to approve Ordinance No. 2147 following any pending matters resolved to the Mayor's satisfaction.

Councilmember Longanecker moved to approve the motion, seconded by Councilmember Lewis. The motion was approved, 3-0.

Mayor Roberts invited the representatives from the Sheriff's Office to give their update.

Master Deputy Johnson and Captain Martinez addressed the council. They provided the governing body with a presentation to walk through their quarterly update. Capt. Martinez stated-in reference to the information presented-that about 90% of the calls received to the county come out of the city and intermodal areas.

Dept. Johnson stated in the last 3 years, there have been just over 3,000 calls in this area with roughly 2,500 of those being intermodal and highway related.

Capt. Martinez stated this may seem high, however a majority of those are coming off the highway.

Mayor Roberts asked if the city annexed I-35.

Capt. Martinez stated according to the AIMS map, the City does hold a highway portion.

Councilmember Lewis stated he likes seeing the annual data, but he would like to see it quarterly as well.

Ms. Linn stated the goal is to do this quarterly, getting started now and update like this moving forward.

Dept. Johnson stated in the last 90 days, the community events have had no issues and the turnouts have been great. He stated the community will see Sheriff's Office presence at the coming events, including Meat Inferno and Christmas Tree Lighting.

Councilmember Lewis stated since last time an update was given, they talked about presence being felt more. He stated from his perspective, he has seen them out more now than the past, seeing them at school drop off and pickup and just around the community more. He thanked them for that.

Dept. Johnson stated his schedule has changed during the summer, more evening and weekends, never really consistent. He stated they try to have someone here during school hours, but will also be going back to some weekend and evening times here soon to have some presence when people are coming home.

Ms. Linn stated staff also prepared a new municipal court report and hope to provide data moving forward. She stated there is not as much historical data on that side as the City only transitioned from paper to Digiticket a couple of years ago. She stated the report given does include law enforcement and code enforcement.

Councilmember Lewis stated this helps the community really understand exactly what and why the City pays for what we have.

Ms. Linn stated this gives the data to answer those hard questions.

They thanked Dept. Johnson and Capt. Martinez for coming and presenting their data.

16. Consider a Revised Project Budget for the 2023 CDBG – 1st and Martin Sanitary Sewer Rehabilitation Project

Mr. Merkh stated in May 2022, Council approved the submission of an application for 1st and Hulett Sanitary Sewer Project for CBDG funding. He stated in October of that year, staff was notified the proposed award of partial funding for \$100,000. In March 2023, Johnson County then notified staff of an additional funding allocation, bringing the new total to just over \$108,000.

He stated at the time of approval of the CIP, the total budget was roughly \$328,000, assuming the city would receive the biennial CDBG grant allocation of \$200,000; however, the city only received partial funding for the project.

He stated in February of this year, staff presented a potential lower budget revision as part of the award of design to Tetra Tech, but no approval was obtained at that meeting. He stated staff communicated that we would align project budgets to estimates/bids provided during design.

He stated on the agenda tonight is the consideration of awarding the bid to a contractor in the amount of \$191,764. Utilizing that bid, expenditures for design and estimates for construction inspection services, the project budget is proposed to be \$314,264 and summarized in the chart in the memo.

He stated funding for this project consists of the Johnson County CDBG award and the Sewer fund. He stated the funding sources have been identified by staff and listed within the council packet. He stated there are sufficient funds for the 2023 CDBG Project – 1st and Martin Sanitary Sewer Rehabilitation Project.

Mayor Roberts stated he knows some work has been done already, and asked if staff had noticed any positive impacts thus far.

Mr. Merkh stated they have not flow tested but have observed less stormwater.

With no further questions or comments, Mayor Roberts requested motion to approve the revised project budget for the 2023 CDBG 1st and Martin Sanitary Sewer Rehabilitation project.

Councilmember Lebakken moved to approve the motion, seconded by Councilmember Lewis. The motion was approved, 3-0.

17. Consider Award of Bid to Havens Construction Co. for the 2023 CDBG – 1st and Martin Sanitary Sewer Rehabilitation Project

Mr. Merkh stated in September 2023, the city held a public bid opening in which two bids were received, opened and read aloud to the public. This project consisted of a base bid and two alternates. He stated the base bids ranged from low of roughly \$191,000 to a high of just over \$220,000. Tetra Tech, approved design consultant for the project, provided an opinion of probable cost of \$185,543.00, and has provided a letter to disregard the opinion of probable cost due to the volatility of the market. He stated Tetra Tech's letter also recommends Havens Construction Co as the most qualified, apparent low bidder.

He stated based upon review of the bids, the letter of recommendation by Tetra Tech and requirements from US Department of Housing and Urban Development (HUD) for CDBG projects, staff recommends the apparent low bidder, Havens Construction, Co. to complete the project, as they are qualified to perform the scope of work included in this project. He stated the bids are within the project budget and consists of CDBG funds and Sewer funds as described in the Council Action Item earlier tonight regarding the project budget update.

With no questions or comments, Mayor Roberts requested approval of the bid award to Havens Construction for the 2023 CDBG 1st and Martin Sanitary Sewer Rehabilitation project in the amount of \$191,764.

Councilmember Lewis moved to approve the motion, seconded by Councilmember Longanecker. The motion was approved, 3-0.

18. Consider Authorizing the City Administrator to Approve the Purchase of a Truck for the Building Inspector

Mr. Merkh stated in July, staff presented the Vehicle and Equipment Replacement Program to City Council at the annual Budget Work Session. As part of this presentation, staff recommended funding of the Vehicle & Equipment Current Program 2024-2028. He stated outlined in this recommendation was the purchase of a new half-ton truck (F-150 or similar) in conjunction with adding the Building Inspector position. The budget set for this vehicle is

\$51,000. He stated on September 14, 2023 the City Council approved this purchase as part 2024 Annual Budget.

He stated the Vehicle and Equipment Policy requires the preparation of the specifications for the replacement of equipment with an effort for those to be as "standard" as possible to provide for economical and efficient repairs. It also requires that the city first use cooperative purchasing partnership if available. In this case there are currently no options for cooperative purchasing. In the current state of the market, there is not an ability to order vehicles as has been done in the past.

The new method for purchasing vehicles is off lot. This new method consists of the following factors that the City has not had to deal with in the past: (1) the price will vary depending on what vehicle a dealer receives that meets the City's specifications; (2) these purchases do not include any incentives or price breaks; (3) the City is competing with the public, private contractors, and others to secure an available vehicle; (4) these vehicles are not typically held by the seller to allow City Staff time to obtain authorization for the purchase. This new purchasing environment for vehicles requires flexibility in being able to authorize the purchase with an extremely fast turnaround, usually within 0-24 hours (with a deposit). This is a different approach than in the past when staff would present cooperative purchasing bids and request authority for an amount that was set in the bids and then order the vehicle.

Staff recommends the giving the City Administrator the authority to approve the purchase of a half-ton truck (F-150 or similar) off lot at \$51,000, as outlined in the Vehicle & Equipment Current Program. Due to the volatility of the market, Staff also recommends granting the City Administrator authority for an additional \$7,000 in contingency, for a total amount not to exceed of \$58,000. The payment source for the initial range is unencumbered fund balance from the general fund, therefore it is Staff's recommendation to include the contingency to come from the same source.

Staff will look at multiple dealerships in the metro area and selected dealers within a reasonable window to find a unit that meets the specifications outlined above as well as one that fits within the proposed budget.

Councilmember Lewis asked if this must be done every time.

Mr. Merkh stated yes, so far this is the current situation.

Mayor Roberts stated he has talked to staff a little about this, and he thinks it is appropriate to approve this way this year but he would like to look at options moving forward.

With no further questions or comments, Mayor Roberts requested motion to approve and authorize the City Administrator to approve the vehicle purchase in an amount not to exceed \$58,000.

Councilmember Lewis moved to approve, seconded by Councilmember Lebakken. The motion was approved, 3-0.

Mayor Roberts stated he thinks the city could order because it makes it a little more like the older way.

Ms. Linn stated the price is not guaranteed until delivery with an order.

Councilmember Lewis asked why not have a budget for ordering x amount of vehicles each year and prepare the item for approval during budget.

Mayor Roberts stated the Council has also approved a finance policy for the City Administrator budget, and Council could look at revising that policy to up the limit for specific items like this.

Ms. Linn stated there are categories that could be put into the policy for spending authority. She stated it would be worth staff researching other city's policies and having a policy discussion with the council. She stated unfortunately the challenge related to ordering is that neither price or date of delivery are set.

Mayor Roberts stated Council and staff have taken huge strides forward to have quality vehicles. He stated he would entertain the change to finance policy with a work session later to have data provided.

Councilmember Lewis stated he does not see the need to come back every time a vehicle purchase is needed.

Ms. Linn stated the transparency still exists the current way it is done, and if it is changed to allow city administrator authority it will still exist then too with bringing updates to council. She stated other things seen is entities moving to enterprise fleet, not suggesting leasing, however many do it that way and it's important to show that option.

She stated the city has hired for the building inspector position and will continue to use GBA for commercial/industrial construction. The in-house position will focus on residential while learning aspects of commercial/industrial construction.

19. Report by the City Administrator

- Update Dwyer Farms Sanitary Sewer Project

Ms. Linn stated Dwyer Farms has preliminarily been included in Fed EPA budget for the project at about \$960,000. She stated it is possible it could get removed, but it would be more likely that the funding amount would go down. She stated this is an opportunity to leverage funds to get project up and running. She stated staff is also working to apply for SRF (State Revolving Fund) Loan. There will be a public hearing and meeting regarding SRF. She stated the beauty of the SRF program is the low interest rate, which recently was about 2%.

Mayor Roberts stated the SRF too is a revolving grant, so money goes back into that grant to fund other grants.

Ms. Linn stated the developer's team has been out on site moving dirt.. Contractors have also been out at Edgerton crossing and moving along there too.

- **Envision Edgerton**

She stated the City will not have a joint work session on October 4th. Confluence and Staff are trying to finalize several pieces before presenting the Comprehensive Plan. They are currently looking for a date in November.

20. Report by the Mayor

Mayor Roberts stated he has no report to give.

21. Future Meeting Reminders

Mayor Roberts reminded council of the future meetings for council and planning commission.

Adjourn

Councilmember Lewis moved to adjourn, seconded by Councilmember Lebakken. All in favor. The meeting was adjourned at 8:28PM.

Submitted by Alexandria Clower, City Clerk

City Council Action Item

Council Meeting Date: October 19, 2023

Department: Public Works

Agenda Item: Consider Final Acceptance for 2023 Street Preservation Program – Chip Seal.

Background/Description of Item:

At the May 21, 2022, City Council Meeting the Public Works Department presented the 2022 and 2023 Street Preservation Program. In that presentation staff provided several options for the Street Preservation Program.

On February 9, 2023, City Council approved the concurrence to bid for the 2023 Street Preservation Program.

On May 25, 2023, City Council awarded the Chip Seal Program scope of work to Vance Brothers, Inc. for the construction of the chip seal portion of the 2023 Street Preservation Program. Following the contract award City Staff executed a Professional Services Agreement with Vance Brothers, Inc. for a base bid of \$63,240.00. The chip seal portion of the Program includes the following roadways:

- East Martin from 1st Street to E 5th Street
- East McDonald from 1st Street to East 4th Street
- East 3rd Street from East Nelson Street to End of Roadway
- East 4th Street from End of Concrete to East McDonald Street
- East 5th Street from East Nelson Street to East Martin Street

City Staff has inspected the work performed and determined it to be satisfactory. The final invoice from Vance Brothers, Inc. was for \$60,240.00. The remaining \$3,000.00 will be maintained in the 2023 Street Preservation Program budget until the entire program is completed.

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

Funding Source: Special Highway Fund, PIF Maintenance Fee & General Fund

Budget Allocated: \$158,063

Finance Director Approval:

x Karen E. Kindle

Karen Kindle, Finance Director

Recommendation: Approve Final Acceptance for 2023 Street Preservation Program – Chip Seal.

Enclosed:

N/A

Prepared by:

Holly Robertson, PE, CIP Project Manager
Dan Merkh, Public Works Director

City Council Action Item

Council Meeting Date: October 19, 2023

Department: Public Works

Agenda Item: Consider Final Acceptance for the Streetlight Study and Inventory Project

Background/Description of Item:

On September 29, 2022 the City of Edgerton issued a Request for Qualifications seeking engineering teams for the analysis of the Streetlight Study and Inventory. The project includes the analysis of the current inventory and condition of streetlights within Edgerton City limits and the LPKC area as well. Responses for the Request for Qualifications were due on November 03, 2022. The City received only one response to the RFQ from Olsson Inc.

On December 15, 2022 Council approved a Professional Services Agreement with Olsson Inc. for the Streetlight Study and Inventory Project. After negotiating scope and fee with the consultant, the price for services is \$42,385.

On August 10, 2023, the project consultant presented the results of the Streetlight Inventory and Study to City Council. The presentation included existing street lighting assessment and recommendations; recommendations for street lighting standards/design criteria; and analysis of existing system practice and buy-out of Evergy lighting equipment.

Olsson provided a final Street Lighting Program and Street Lighting Manual on September 6, 2023. All items presented and discussed during the City Council presentation and further comment by city staff are included in the final documents attached.

A final invoice has not yet been provided by Olsson, Inc. The Project budget included in the 2023-2027 Adopted CIP is \$66,500, City Staff anticipates any unused funds to be returned to the General Fund.

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

Funding Source: General Fund

Budget Allocated: \$66,500

Finance Director Approval:

x Karen E. Kindle

Karen Kindle, Finance Director

Recommendation: Approve Final Acceptance for the Streetlight Study and Inventory Project and Approve Return of Unused Funds to the General Fund.

Enclosed:

Edgerton Street Lighting Program
Street Lighting Manual

Prepared by:

Holly Robertson, PE, CIP Project Manager
Dan Merkh, Public Works Director



EDGERTON STREET LIGHTING PROGRAM

Prepared for:

City of Edgerton, Kansas

September 2023

Olsson Project No. 022-05460

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1. EXECUTIVE SUMMARY

This study is intended to provide an overview of the City of Edgerton's Street Lighting program, including its current state, future options, and general best practices for a street lighting system. Currently 120 street lights are leased by the City of Edgerton (City) at a current annual rate of \$28,058 from Evergy. The City currently manages an additional 174 fixtures themselves, including the ancillary equipment necessary for proper operations of those fixtures such as the conduit, cable, and control centers. It is estimated based on anecdotal evidence that utility owned fixtures are not re-lamped, need maintenance, and generally not providing proper lighting along City facilities consistent with the desired results. Additionally, the City has limited ability to enforce proper maintenance and needed capital improvement to the street lighting system through their current lease agreement. Yet, the City is charged for the lease of these fixtures, whether they are in proper operation or not.

It is the City's desire to develop standards and best practices for lighting conditions within the City of Edgerton. As a part of this contract, Olsson has reviewed and developed Street Lighting design criteria as well as standards and specifications for City Owned lighting equipment. The most current is included in **Appendix** of this document.

Olsson also reviewed the City's assets regarding their existing street lighting network. As part of this review process, Olsson field evaluated all of the City's 294 street lights to develop a database of the existing lighting inventory. Specific locations were reviewed and compared to the newly developed standards to determine if areas within the City were meeting the new lighting criteria or deficient with regards to overall lighting and lighting consistency/uniformity.

As a third portion of this report, Olsson evaluated potential buyback opportunities of the Evergy owned and operated street lights, and included strategies to provide potential cost-savings along with various street lighting capital improvements over a 30-year analysis period.

Alternatives analyzed include:

Evergy Retains System: City continues to lease lights.

This scenario involves no change from the current plan, the City would continue to lease the lights from Evergy and continue to maintain their system separately.

Alternative 1: Buy-Back with Minimal Capital Improvements

The first alternative consists of buying all of the Evergy owned poles within the City of Edgerton (assuming the buy-out cost based on prior information from adjacent municipalities) and completing minimal upgrades to the newly acquired street lighting system.

Alternative 2: Buy-Back with Additional Capital Improvements

Alternative 2 considers the cost of making updates to the Evergy acquired system to bring them up to match current City owned standards in addition to the assumptions made in Alternative 1.

This report details the results of the inventory assessment, describes potential maintenance and operational options, and evaluation of the purchase of the Evergy lighting system. Based on the assumptions described in detail later in this report, the City currently maintains their own street lighting system at a lower cost than Evergy. However, the City would be assumed to experience an increase in costs related to the Evergy street lighting purchase for the first 10 years as the \$250,000 capital expense is amortized and paid and deferred maintenance and additional improvements (that vary between Alternatives 1 and 2) are made to the system. The 10-year amortization period was assumed based on standard loan periods, the City could modify this after a thorough review of budget information. After the initial amortization period the City would realize the cost savings of the lower maintenance costs and the benefits of an improved and City owned street lighting system. However, many of the benefits are qualitative in nature. Thus, what we have provided are cost comparisons of the alternatives along with a qualitative assessment of pros and cons to assist the City in the evaluation of the buyback.

2. INTRODUCTION

The City of Edgerton selected Olsson to assist with a streetlighting inventory and assessment of their current system. The inventory took into account the 294 streetlights within the City of Edgerton city limits. The assessment portion of this project reviewed existing lighting characteristics throughout the city, the possibility of purchasing the Evergy owned streetlights within city limits, and anticipated future maintenance associated with an Edgerton owned street lighting system.

3. EXISTING CONDITIONS

3.1 Review of Existing Infrastructure

Currently, Evergy owns and maintains 120 fixtures which are leased to the City at a fixed rate. Outside of those streetlights, the City provides and maintains approximately 174 streetlights for the public roadway, streetscape, parks, and pedestrian pathways, bringing the total number of street lights in Edgerton to 294. Streetlights are mounted on a mix of standalone aluminum street light poles, wooden utility poles, and steel poles with varying arm lengths. The majority of Evergy owned lights exist on Evergy owned wooden utility poles, whereas the Edgerton owned streetlights reside on the aluminum and steel poles. With the exception of one streetlight, the City of Edgerton's streetlighting assemblies are in 'Good' or 'Fair' condition, thus current maintenance and upkeep is considered appropriate. The one fixture noted to be in 'Poor' condition is currently being addressed by City staff. **Table 1** represents the current inventory of lighting equipment in the City.

Table 1: City Street Lighting Inventory

Ownership Information	Pole Type			Total
	Wood	Aluminum	Steel / Decorative	
City of Edgerton	-	149	25	174
Evergy (Lease)	107	-	13	120

Street light equipment field reviews were conducted in January 2023. Data was collected using the ArcGIS Field Maps application, which was customized to collect structural and nonstructural street light data. The mobile app automatically populates the online database in real time, and access to the software will be delivered to the City as part of this project; this allows City staff to maintain a current database as improvements are made and new street light equipment is added. The application also outputs an Excel file that is compatible with Environmental Systems Research Institute (ESRI) software.

Assessment information was also converted to a Geographic Information Systems (GIS) Shape File to be stored on City database housed by Johnson County's Automated Information Mapping System (AIMS). This will allow the City to provide record keeping regarding, pole type, lifecycle information, and luminaire types. These records can be used to manage lighting replacements and condition assessments more efficiently for the City.

3.2 Standards and Specifications Review

Olsson worked closely with City staff to review the existing lighting conditions and determine appropriate lighting for various areas within the City based on current best practice documents from the Federal Highway Administration (FHWA), American National Standards Institute (ANSI), and Illuminating Engineering Society (IES).

Reviewing street lighting design criteria and standards for the City was considered a high priority based on recent Citizen survey data requesting improved lighting conditions within the City.

Efficient and well-designed street lighting significantly contributes to public safety and security, as it enhances visibility during nighttime hours, reducing the risk of accidents and criminal activities. Additionally, advancements in lighting technology have enabled the development of energy-efficient solutions that can substantially reduce the City's energy consumption. Lastly, a thoughtful review of street lighting criteria ensures that the lighting infrastructure aligns with the City's evolving needs and growth, catering to changing traffic patterns and pedestrian demands. Moreover, an updated lighting design can enhance the aesthetics of urban areas, creating inviting and attractive public spaces that foster community cohesion and promote economic vitality. Ultimately, reevaluating and updating street lighting criteria and standards represents a proactive approach towards creating a safer, greener, and more livable city for its residents and visitors alike.

The focus of the lighting standards was to bring consistency to the City's street lighting practices for major streets and residential areas. In general, lighting requirements were broken down into two categories: continuous lighting along roadways and at intersections, and residential lighting. A copy of the current recommendations is included in **Appendix** of this document.

3.3 Existing Street Lighting Conditions

Existing streetlighting conditions in various locations throughout the City were reviewed against the recommended standards to check if the newly developed standards are currently being met. The locations of those areas are listed below:

1. Downtown Edgerton (E Nelson Street from 3rd Street to 5th Street) – Roadway Lighting
2. 207th Street – Roadway Lighting
3. W Edgewood Drive – Roadway Lighting
4. Homestead Lane (LP KC) – Roadway Lighting

5. I-35 & Homestead Lane – Intersection Lighting

The results of the existing street lighting conditions analysis can be found in **Table 2**.

Table 2: Existing Street Light Conditions

Street Section	Functional Classification (Ped Class)	Average Luminance (cd/m ²)	Average Uniformity Ratio (Avg/Min)	Intersection Average Illuminance (Fc)	Intersection Uniformity Ratio (Avg/Min)
Pre-Streetscape Downtown Edgerton	Collector-Local (Med)	Not Compliant	Not Compliant	Not Compliant	Not Compliant
207 th Street	Collector-Local (Low)	Compliant	Compliant	Compliant	Compliant*
W Edgewood Drive	Collector-Local (Low)	Not Compliant	Not Compliant	Not Compliant	Not Compliant
Homestead Lane (LP KC)	Collector-Local (Med)	Compliant	Compliant	Compliant*	Compliant
I-35 & Homestead	Arterial-Collector (Low)	-	-	Compliant	Compliant

*Note: Intersections are currently compliant at Homestead L considering “Low” pedestrian conflict potential. 207th Street & Co-Op intersection lighting compliant contingent upon continuous lighting placement on Co-Op Road.

Results indicate that the Evergy owned street lighting portions of the City (Downtown Edgerton and W. Edgewood Drive) light intensity and uniformity ratios are not being met. In the newly constructed Edgerton owned street lighting segments, majority of the street lighting standards were being met. If the City were to own the Evergy street lights moving forward, it would be recommended to improve lighting layouts in those sections.

4. CAPITAL IMPROVEMENTS & MAINTENANCE STRATEGIES

4.1 Background

The City of Edgerton may be able to reduce costs and provide street lighting improvements if the City was to take ownership of Evergy fixtures and operate and maintain them along with their existing street lighting fixtures. The City is working to improve street lighting and area lighting with projects, streetscape improvements, building / park construction, etc. to replace utility owned street lighting with City owned and Utility metered street lighting; transferring ownership and maintenance into their control. The City currently provides and maintains approximately 174 street lights for the public roadway, streetscape, parks, and pedestrian

pathways. Evergy still provides and maintains a large number of street lighting throughout the City. Evergy currently owns and maintains 120 fixtures which are leased to the City at a fixed rate. The leased rate of these street lights is determined by the costs of maintenance, operation, energy use, and the risk replacement value due to damage.

Often, cities that purchased street lights from utility companies have reported annual savings and better maintenance and control over street lighting. Local examples of street lighting buyouts include the Cities of Lawrence, Lenexa, Olathe, and Mission. These cost savings are due largely to the overlap of maintenance crews. However, acquiring the street lighting network from Evergy requires careful analysis of the costs and benefits along with negotiations with the Evergy organization.

When evaluating the potential buyback from Evergy, all costs associated with the buyback needs to be considered. This evaluation consisted of two primary costs, 1. the capital cost of buying the fixtures back from Evergy and 2. the maintenance costs. The evaluation to provide deferred maintenance and/or upgrades to the Evergy System is reviewed under the study alternatives section. In addition to analyzing costs alone, there are a number of other qualitative measures that can be evaluated and that are discussed later in the report including maintenance, improved control of the lighting systems, and ability to provide potential upgrades to the system.

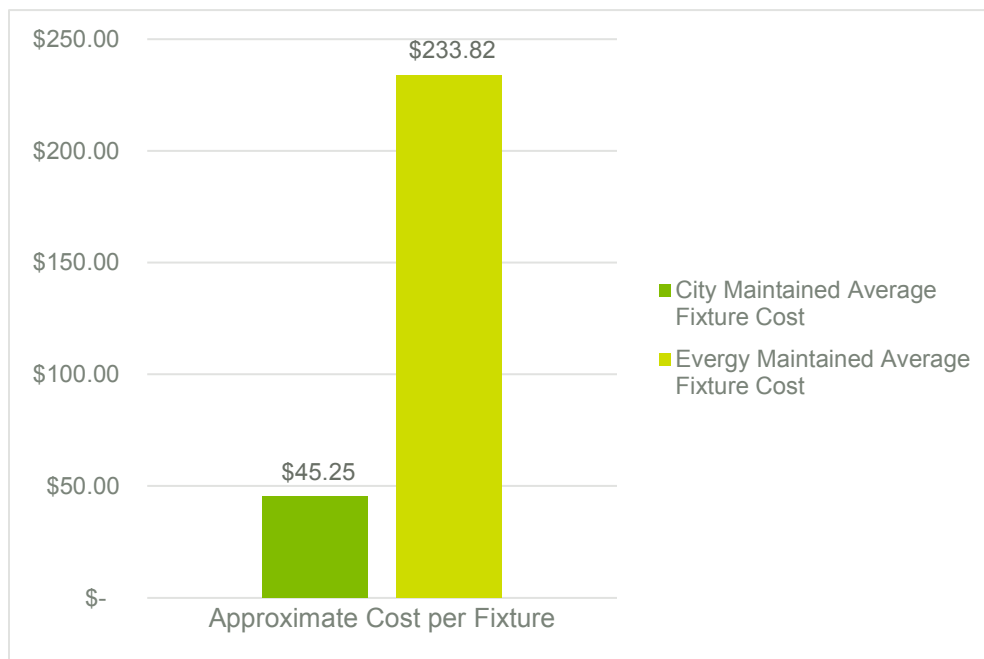
The capital cost to buy the Evergy system has been estimated by Olsson based on prior experience to be approximately \$250,000; however, it should be noted that Evergy is currently stated that they are not interested in pursuing a buy-out option. Through the course of this project, the City and Evergy determined that the existing lease agreement had expired and are in the process of negotiating the terms of a new lease agreement. As a result, the buy-back costs were put on hold. In effort to finalize the evaluation Olsson developed assumptions regarding the capital improvement costs, including buy-back fees from Evergy, and updates/maintenance fees associated with buy-back options. Based on the estimated buy-back cost and the current lease fixtures of 120 fixtures, this comes out to an average cost of \$2,083 per fixture.

Data on the cost of maintaining City owned lights was obtained from the City of Edgerton. The costs include the contract invoices from the maintenance contractor and estimates for energy rates for each fixture based on a per kilowatt hour rate from Evergy. These costs are detailed in the **Appendix** of the report. The costs associated with powering and maintaining City owned street lights is significantly less than costs associated with leasing street lighting from Evergy, **Table 3** depicts the costs associated with each. Using the data supplied by the City, **Table 3** and **Table 5** details the Evergy costs incurred by the City for the 2021/2022 period compared to the current costs associated with maintaining the City's street lighting network.

Table 3: Evergy and City Owned Street Lighting Data

Item	Value
Annual Evergy Lease (Costs)	Leased 2021/2022 <ul style="list-style-type: none">• Average \$2,338.19 Monthly Lease Rate (120 Fixtures), 28,058.28 Annually• \$233.82 Annual per Fixture Average
Annual City Power and Maintenance (Costs)	<ul style="list-style-type: none">• Est. \$7,872.74 Annual (174 Fixtures)• \$45.25 Annual per Fixture Average

Table 5: Evergy and City Owned Street Lighting Data



As depicted above, the City pays significantly less than what Evergy charges to power and maintain a lighting fixture for a year.

If the City were to acquire the Evergy lighting network they would need to increase their expected expenses associated with contracting out the maintenance of the street lighting or train existing staff and ensure appropriate equipment is available, such as bucket trucks, computer equipment, materials and storage necessary to maintain the system. Olsson provided estimated costs related to additional maintenance based on prior year's average expenses associated with maintenance of the City's existing 174 fixtures. The additional system would

require increases in the current maintenance agreement costs, including equipment and utility locate programs. The expected additional costs associated with the additional 120 fixtures amounts to approximately \$2,220.69 based on the existing fees associated with maintaining the existing system.

4.2 Methodology

As part of this analysis, three alternatives were developed for review by the City when evaluating the potential buy-back of Evergy poles. The alternatives are described below:

(Evergy Retains System): City continues to lease lights.

This alternative involves no change from the current plan, the City would continue to lease the lights from Evergy and continue to maintain their system separately.

Alternative 1: Buy-Back with Minimal Capital Improvements

The first alternative consists of buying all of the Evergy owned poles within the City of Edgerton and completing minimal upgrades to the newly acquired street lighting system. Currently, the City's lighting system power usage is metered by lighting control centers however, it is anticipated that metering the purchased Evergy system may be cost prohibitive. Therefore, if any of the alternative options are pursued, all Evergy acquired lights would require the City to discuss and negotiate a flat rate for electricity to power the Evergy acquired street lights.

Alternative 1 includes provisions to complete minimal upgrades to the street lighting system as stated above. These expenses are anticipated to fix some deficiencies such as leaning poles, repair poles which are beginning to reach the end of their life cycle, and replace poorly maintained poles. Olsson provided an estimated cost of \$2,500 per pole over 10 years to cover many of these deferred maintenance upgrades. Following the 10 years of upgrades, all poles from the purchased Evergy system will have been replaced. Once the deferred maintenance is completed a lower cost of \$500 per pole was used to cover costs of continued maintenance of the system. The above upgrades and maintenance costs are assumed for each of the three alternatives evaluated.

Alternative 2: Buy-Back with Additional Capital Improvements

Alternative 2 considers the cost of making updates to the Evergy acquired system to meet current City Standards in addition to the assumptions made in Alternative 1. These updates include the replacement of 10% of the steel poles over a 10-year period to standardize the fixtures and update those in need of replacement. Several luminaires of the Evergy system are on wooden poles with aerial cabling. These poles would be updated to current City standards with aluminum poles and underground cabling. In addition to the wood pole replacement, the remaining steel poles will be painted for longevity at a rate of 10% of the poles every year for 10 years.

The costs associated with each alternative were calculated using several assumptions which were developed in conjunction with the City. **Table 6** provides a summary of the assumptions made for analysis of the three alternatives. A brief description of the assumptions listed in the table is provided below:

Table 6: Summary of Assumptions used for Study

ITEM	VALUES	
Assumed Budget	Budget of Current Evergy Fixtures <ul style="list-style-type: none"> \$28,058 (Cost to Increase by 2% each year) 	
Cash Purchase Value	Evergy Value of Fixtures <ul style="list-style-type: none"> \$250,000 with 2% Interest added (Over 10 yrs) 	
Electricity Costs	Estimate Energy Consumption of Evergy fixtures <ul style="list-style-type: none"> \$0.055 per KWH (Costs to increase 2% each year) 12 Hours of Lighting per Day 80% 250w HPS eq LED & 20% 400w HPS eq LED 	
Current City Maintenance	City Maintenance Costs for 174 fixtures <ul style="list-style-type: none"> \$3,220 for maintenance contractor fees 	
Additional City Maintenance	Estimated City Maintenance Costs for added 120 fixtures <ul style="list-style-type: none"> \$2,083 in additional maintenance contractor fees 	
System Updates	Alternative 1	Alternative 2
Misc. System Upgrades to 120Poles <ul style="list-style-type: none"> Initial Maintenance at \$1,500 / Pole <ul style="list-style-type: none"> 10% of Poles / Yr until 100% of Poles are Updated (10 Year Plan) Recurring Maintenance at \$500 / Pole after 10 year period <ul style="list-style-type: none"> 10% of Poles / Year Continuously 	X	X
Replace 13 Steel Evergy Poles <ul style="list-style-type: none"> \$2,500 Per Pole Replaced over 10 year period 		X
Upgrade 107 Wood Poles to Standard Aluminum Poles <ul style="list-style-type: none"> \$5,000 Per Pole Replaced over 10 year period 		X
<i>Note: Net Present Values are based on 5% interest rate, 2% inflation rate, including 2.0% utility rate increases</i>		

As previously stated, the City pays approximately \$28,000 per year to lease the street lights from Evergy. The current value of the Evergy system was estimated at \$250,000 based on previous similar projects. It was assumed that the \$250,000 would be financed and paid over a 10 year term using a 2% interest rate. The current \$28,000 per year lease was estimated for the alternative in which Evergy retains the system as a baseline for comparison, with this value escalated based on historical information and inflationary factors at a rate of 2% annually.

Assumptions for the cost of electricity were created using the current electrical rate Everygy charges the City of Edgerton of 5.5¢ per Kilowatt hour. Each luminaire was assumed to run approximately 12 hours per day throughout the entire year with an estimated 80% of the luminaires being 250watt High Pressure Sodium (HPS) equivalent Light Emitting Diode (LED) fixtures and the remaining 20% being 400watt HPS equivalent LED fixtures.

In evaluating future expenses the Net Present Value (NPV) of those costs were often evaluated to determine cost to the City in terms of today's dollars, taking into account the time value of money. Where NPV was used in corresponding figures, charts, and tables, NPV was denoted. NPV was calculated using an interest rate of 5%, a factor that can be adjusted. A 2% inflationary rate was used for all costs.

Additional data are depicted in **Tables 7-9** with full calculations contained within **Appendix**.

The cost comparison of the alternatives is illustrated in **Table 7**. This illustrates the current Evergy lease at approximately \$28,000 increasing over time. This then represents Alternatives 1 and 2 being higher than the Evergy lease rate for the first 10-years as the assumed buy-out and improvements to the system are paid for and completed. After the first 10 years there is a significant savings due to the lower maintenance cost found to be the case with current City maintained and operated fixtures. This table illustrates these costs on a year by year basis.

Table 7: Cost Comparison

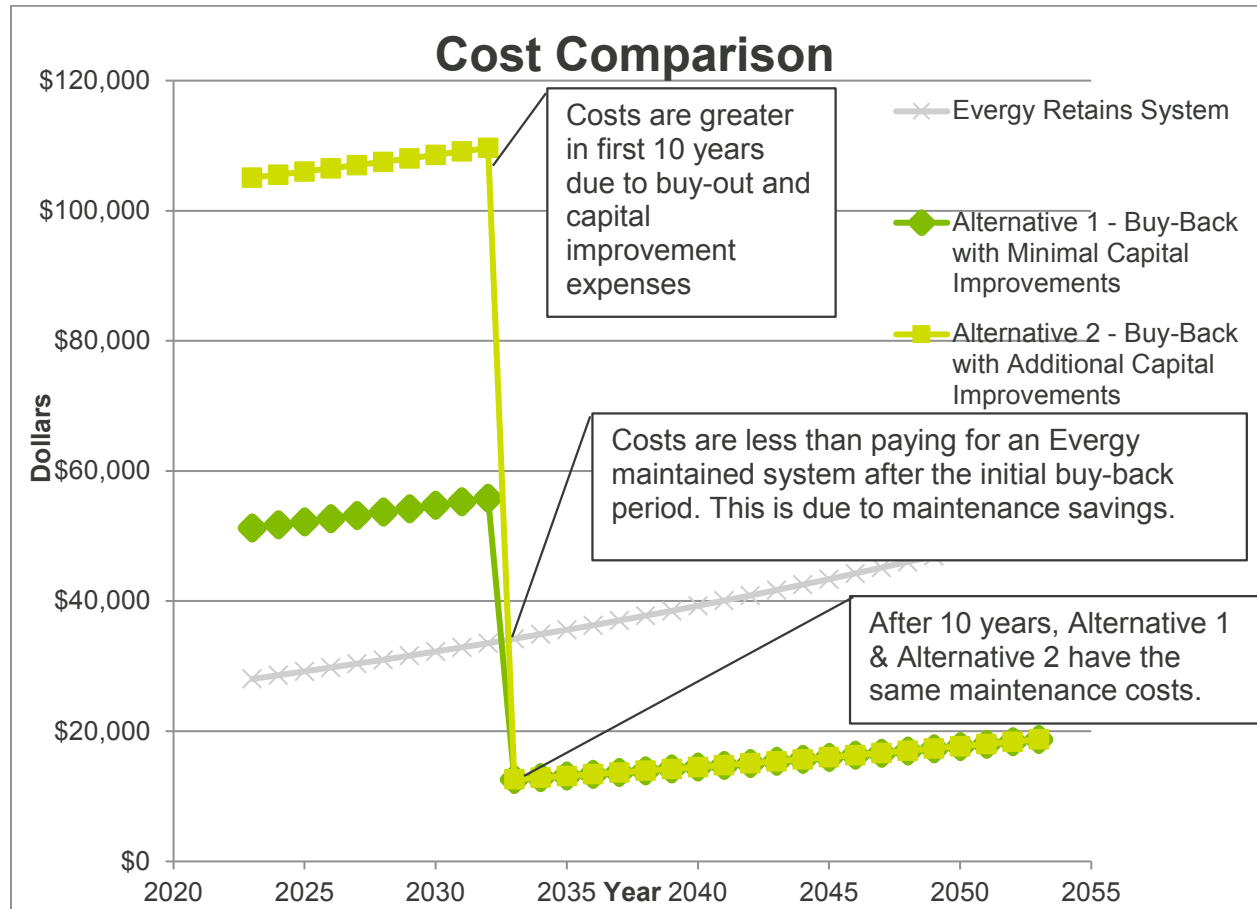


Table 8 then represents the cumulative total of the alternatives as they add up year over year. As noted on the Table, at roughly year 2032 the total costs of the alternatives are roughly the same as the Evergy lease.

Table 8: Cumulative Cost Comparison

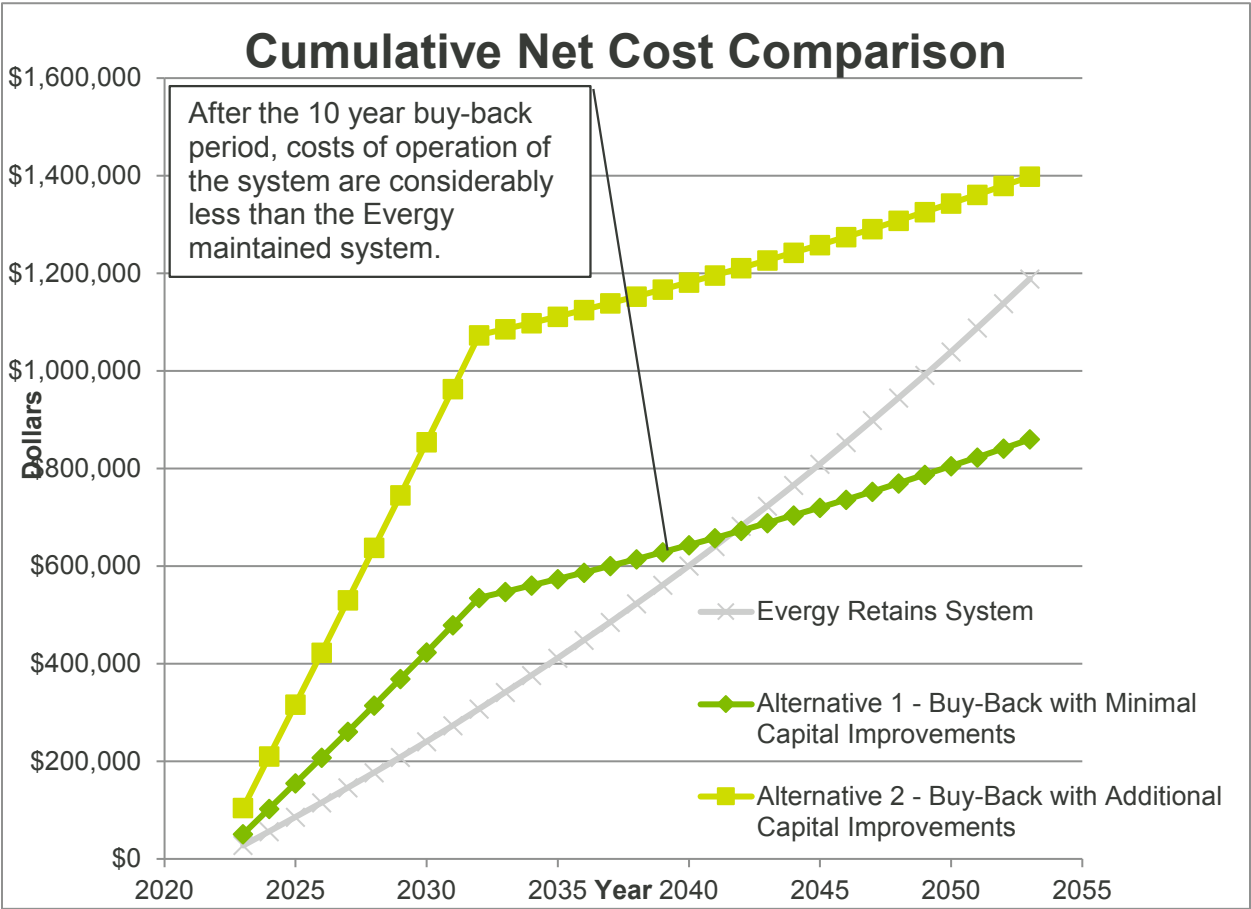
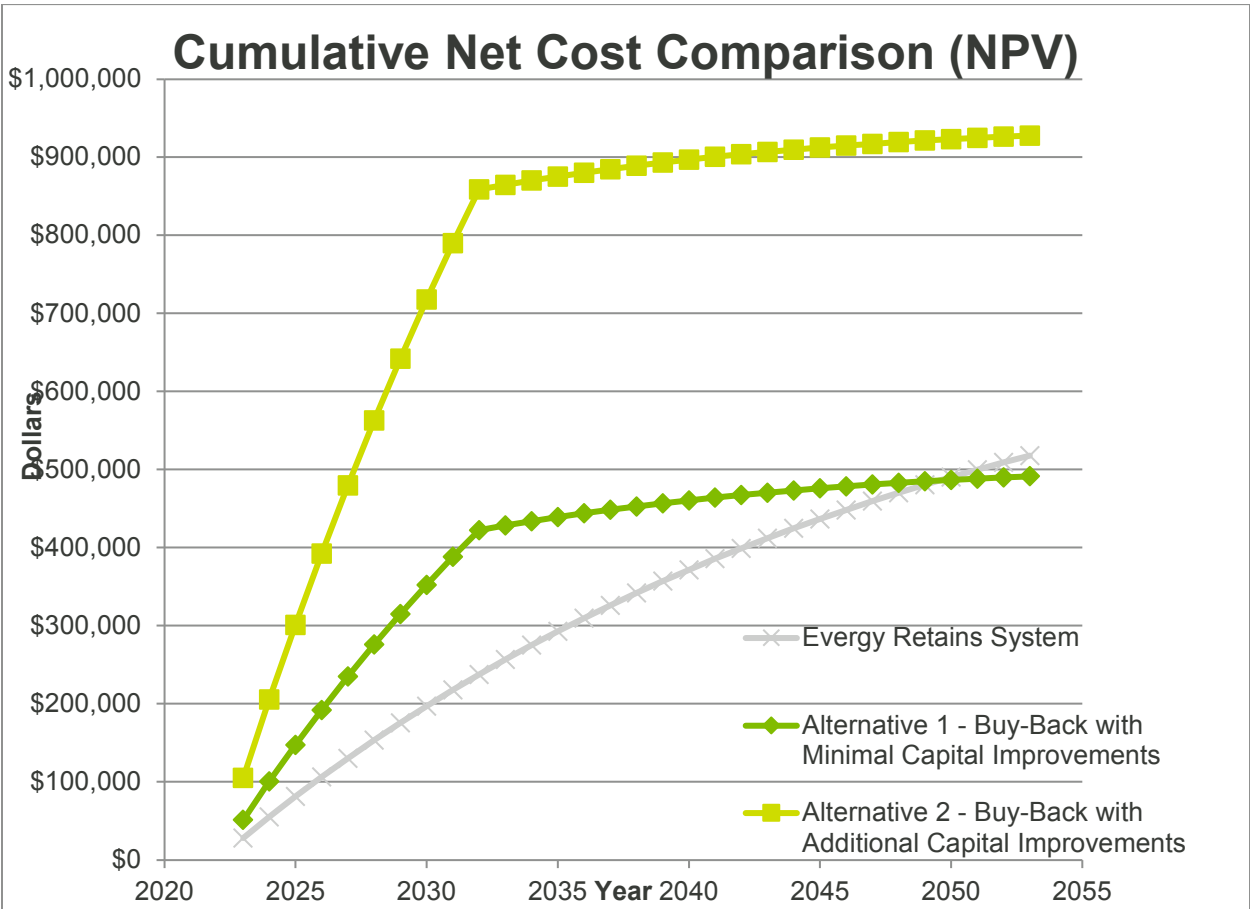


Table 9 then represents the same thing (Cumulative Costs) as **Table 8** except that it takes into account the Net Present Value (NPV) of those costs. By evaluating the NPV costs this considers the time value of money which is calculated using a fixed interest rate (5% in our assumptions). By considering the NPV, the breakeven year is roughly 2048 for Alternative 1 with minimal improvements to the Evergy system and not shown to be converge considering Alternative 2. Compared to **Table 8** this is 6-years later and represents a significant difference in terms of payback on investment with considering a marginal interest rate factor. The NPV and interest rate used to evaluate it should be used cautiously as it can have a significant impact, as illustrated by the difference in **Tables 8** and **9**, on the payback of in investment such as the street lighting buyback from a utility.

Table 9: Cumulative Cost Comparison (NPV)



4.3 Pros / Cons of City Owned Lighting System

Similar studies have detailed the purchase of street lights and each cites a similar number of lessons learned. Understanding these could help Edgerton should it move forward with the buy-back opportunities with Evergy in the future:

- Determining the value of the street lighting network requires good information on the equipment in the field. The data should include the equipment's type, age, and condition. Overall purchasing the system requires skilled negotiation.
- Many agencies, including Edgerton, have found it to be cost effective to contract out maintenance services. When doing so, they find that using a competitive process to provide maintenance ensures the best value and performance. Municipalities provide maintenance in different ways: through a contract with the utility company, through municipal employees, or through a contract with private maintenance contractors. Comparing options and allowing for competition ensures the most cost-effective maintenance program.
- Work with neighboring municipalities to share knowledge and costs. Neighboring municipalities should work together to represent their interests with the regulators and share experiences and knowledge about street lighting strategies. Cooperation allows municipalities to share experiences, costs, and technical expertise on analysis of options and shared interests.

There are advantages and drawbacks of both sides of street light ownership. Reviewing the pros and cons of City ownership will provide insight into each.

PROS	CONS
Owning and maintaining street lights may save the City money over time	Capital Costs required to purchase the system may outweigh long term maintenance savings.
Municipalities with ownership of street lights have better control over the systems' condition and freedom to try new technologies which may improve efficiency	The street lighting network may be obsolete after purchase and in a poorly maintained state requiring investment in deferred maintenance and system upgrades.

4.4 Maintenance Strategies

Properly maintained street lighting ensures well-lit roadways, pedestrian pathways, and public spaces, reducing the risk of accidents, crime, and improving overall visibility during nighttime hours. As municipalities strive to create safe, sustainable, and attractive urban environments, the effective maintenance of street lighting infrastructure becomes paramount. The City currently outsources it's maintenance of street lighting equipment to a specialty contractor who

has the expertise, staff, and equipment to adequately meet the maintenance needs of the City's lighting system. The alternative approach to outsourcing this work is to have in-house management practices. By understanding the significance of street lighting maintenance and the complexities involved, the City can develop strategies to ensure its roadway lighting is sufficiently maintained for their residents and visitors alike.

Current maintenance cost for fixtures maintained by the City of Edgerton is around \$3,200 annually, or \$18.50 per fixture, based on data from years 2020-2023 provided by the City. Typical maintenance costs may include luminaire replacement, pole replacement on a new or existing base, controller replacement, boring of conduit, installing new cable in conduit, junction box installation, conduit repair, and underground cable repair and splice. Other small projects may also be included with the maintenance costs.

Information from neighboring jurisdictions was requested regarding their annual maintenance costs for comparative purposes. Agencies which responded were of much larger scale, including information from City of Olathe, Lenexa, and Overland Park. Based on the data received, the overall number of fixtures managed ranged from 8,000 to nearly 20,000. Annual operating costs ranged from \$280,000 to \$830,000 (\$33.00 to \$43.00 per fixture) with the annual maintenance costs between \$150,000 to \$420,000 (\$18.07 to \$21.86 per fixture).

Based on the data provided by neighboring jurisdictions, costs incurred by the City are consistent with surrounding municipalities. This is particularly encouraging given the relatively small number of fixtures maintained. If the City were to take responsibility of maintenance of their street lighting infrastructure, the equipment and staff are not expected to be fully utilized until the total number of fixtures is greater than 1,000 as a general rule of thumb.

Similar to navigating the decision to own the entire street lighting system, the City should evaluate the pros and cons of City led maintenance to make a more well-rounded decision. Items such as the initial investment surrounding critical equipment, such as a bucket truck, may be beneficial to other areas of City maintenance which are currently underway thus reducing the impact of equipment investment as a hurdle to the City.

PROS	CONS
Cost Control: By handling maintenance in-house, the City can have better control over costs and allocate resources more efficiently. They can prioritize maintenance tasks based on actual needs and avoid excessive expenses from third-party service providers.	Initial Investment: Establishing and maintaining an in-house maintenance team requires a significant initial investment. This includes hiring and training personnel, acquiring specialized equipment, and managing administrative overheads.
Faster Response Time: Having an in-house maintenance team allows the City to respond quickly to lighting issues such as outages, malfunctions, or damage. This leads to faster repairs, which improves public safety and reduces potential hazards.	Expertise and Training: Managing a street lighting infrastructure demands expertise in electrical systems, lighting technology, and safety regulations. The City may need to invest in ongoing training and development to keep their team up-to-date with the latest advancements.
Quality Assurance: Direct control over maintenance enables the City to ensure that the work is performed to high standards. They can implement quality checks and enforce compliance with established guidelines, enhancing the reliability and longevity of the street lighting system.	Limited Resources: It may be a struggle to maintain a team dedicated to lighting infrastructure, resulting in limited resources to cover the entire area effectively. This could lead to delays in addressing maintenance issues and reduced coverage.
Flexibility and Customization: An in-house team allows the City to tailor maintenance schedules and services based on their needs. This allows the City to adapt to changing needs and innovations more swiftly than relying on external contractors.	Liability and Risk: If the in-house team makes errors or accidents occur during maintenance, the City may be liable for any resulting damages or injuries. Outsourcing maintenance can shift some of this liability to the external service providers.

A thorough evaluation of the potential benefits and drawbacks is necessary to make an informed decision that best serves the community's needs. Additionally, staffing efficiencies can be found if technicians responsible for lighting are also responsible for other components, such as signal equipment, which often require similar expertise and equipment. These conditions are recommended to be monitored overtime as the City grows and development occurs, necessitating additional street lighting and traffic signal components.

5. RECOMMENDATIONS AND CONCLUSIONS

This report is meant to summarize the existing infrastructure and conditions of street lighting in the City of Edgerton. This report also offers analysis of owning and operating the City's own street lighting network as compared to continuing to lease from Evergy, the City's power utility provider. Separately, a review of new standards and specifications for the City was completed.

Based on the findings of this report and discussions with City Staff members, Olsson suggest the City move forward with the following recommendations:

- It is recommended for the City to adopt new Street Lighting Standards and Specifications document into City of Edgerton code.
 - With this, it is recommended to include verbiage that all new developments shall conform to City standards for Street Lighting as developer expense, similar to other infrastructure included with development projects.
- It is recommended for the City to include street lighting updates are to be addressed with all new capital improvement projects, as budget allows, to replace existing Evergy equipment or install new lighting where necessary.
 - Depending upon the amount of infrastructure and removals needed, the general installation cost for all the infrastructure needed for a street lighting network can range from \$8,500-\$9,500 per pole (as of 2023).
- Edgerton to establish new franchise agreement with Evergy and make specific provisions about street lighting ownership.
 - Need to specify how existing street lighting infrastructure will be handled and what the City could do about the removal of Evergy owned lighting.
 - If no agreement can be reached about the removal of Evergy street lighting equipment, inquire about possible buy back opportunities. Note that with buy-back of Evergy equipment, oftentimes special conditions are required for maintaining lighting equipment direct-fed through Evergy power components.
- Establish an On-Call contract with a consultant familiar with public roadway lighting
 - As the City grows, review of proposed lighting projects and cut sheet submittals could be handled internally by City Staff, but until that growth takes place, it is recommended that Edgerton seek professional assistance with new street lighting projects to ensure newly established standards and specifications are being met.
- Continue to update the City of Edgerton Street Lighting map in conjunction with Johnson County AIMS.
 - This process should be re-visited yearly to ensure all current and future street lights are up to date within the database.

With these recommendations in place, the City of Edgerton will be able to establish a safe and efficient continuous street lighting network for their community.

APPENDIX

EDGERTON STREET LIGHTING PROGRAM

Edgerton, Kansas

August 2023

Olsson Project No. 022-05460



City of Edgerton Street Lighting Manual

The purpose of this document is to convey the design criteria, plan requirements, and standards and specifications for street lighting for the City of Edgerton, Kansas.

Wherever applicable, this design manual should be used in conjunction with the Roadway Lighting ANSI/IES RP-8 by the Illuminating Engineering Society, as herein modified, the National Electrical Manufacturers Association (NEMA) standards, and the National Electric Code (NEC) by the National Fire Protection Association.

Plans shall be submitted to the City for approval and shall include all required information as outlined in this Section.

Design Requirements:

The following section addresses the design criteria used for streetlighting in the City of Edgerton. The two types of lighting considered are:

1. Continuous Lighting
2. Safety Lighting

Continuous lighting is defined as streetlighting that is designed to provide specific average maintained light levels and uniformity ratios between adjacent poles in accordance with the functional classification of the street and the corresponding pedestrian conflict area classification. Continuous lighting design shall be required for:

1. All collector street
2. All thoroughfare streets with four or more lanes
3. All two-lane throughfares with heavy to moderate traffic as deemed appropriate by the City

Safety lighting is defined as lighting that does not provide specific maintained light averages and uniformity ratios between adjacent poles in accordance with the functional classification of the street and corresponding pedestrian conflict area classification. The purpose of this type of lighting design is to provide enough light on the street to enhance the safety of the street users but to avoid over lighting the area. All residential streets shall be designed based on the safety lighting design parameters.

Continuous Lighting Requirements:

The continuous street lighting design and layout shall be based on the luminance and illuminance criteria set forth in the RP-8. The average maintained luminance and illuminance values and uniformity ratios for the various roadway and intersections for non-residential streets are broken down by the roadway functional classification and the pedestrian conflict area classification. Refer to the Mid-America Regional Council (MARC) [Functional Classification](#) map for appropriate roadway classifications.

Refer to the City of Edgerton [Future Land Use Map](#) for applicable zoning classification used to determine pedestrian conflict area. The three levels of pedestrian conflict area are as follows:

- High - High pedestrian use areas are generally densely developed business districts, which attract a heavy volume of nighttime vehicular and/or pedestrian traffic. This includes the Downtown area along Nelson Street beginning at E 5th Street and continuing to E 3rd Street.
- Medium - Medium pedestrian use areas are characterized by multi-family residential and commercial land uses, such as libraries, recreation centers and neighborhood retail buildings.
- Low - Low pedestrian use areas are generally single family and duplex residential developments with minimal nighttime pedestrian traffic.

The tables below identify the average maintained luminance/illuminance values and uniformity ratios for continuous lighting along roadways as well as at intersections based on the functional and pedestrian area conflict classifications selections.

Table 1 –Luminance Requirements for Roadways

Roadway Functional Classification	Pedestrian Activity Classification	Average Luminance L_{avg} (cd/m²)	Average Uniformity Ratio L_{avg}/L_{min}	Maximum Uniformity Ratio L_{max}/L_{min}	Maximum Veiling Luminance Ratio L_{vmax}/L_{avg}
Arterial	High	1.2	3.0	5.0	0.3
	Medium	0.9	3.0	5.0	0.3
	Low	0.6	3.5	6.0	0.3
Collector and Industrial/Service	High	0.8	3.0	5.0	0.4
	Medium	0.6	3.5	6.0	0.4
	Low	0.4	4.0	8.0	0.4

Table 2 – Illuminance Requirements for Intersections

Roadway Functional Classification	Average Maintained Illumination at Pavement, fc			Uniformity Ratio ¹
	Pedestrian Use Classification			
	High	Medium	Low	
Arterial/Arterial	3.2	2.4	1.7	3.0
Arterial/Collector	2.7	2.0	1.4	3.0
Arterial/Local	2.4	1.9	1.2	3.0
Collector/Collector	2.2	1.7	1.1	4.0
Collector/Local	2.0	1.5	0.9	4.0
Local/Local	1.7	1.3	0.7	6.0

¹**Uniformity Ratio equals Average Illuminance divided by Minimum Illuminance**

Street lighting on arterials and collectors shall typically consist of LED cobra head-style luminaires mounted to 40-foot or 30-foot round, tapered poles. LEDs on arterials and collectors shall be 4000K. Single member arms range from 6' to 10' in length while truss-style arms are 12' and 15' in length. See Standards and Specifications for information regarding special 27.5' decorative poles with decorative fixture along City specified corridors.

All street light poles shall have a minimum setback of 3 feet from the back of curb to the center of the pole. Street light poles placed in the median shall be located a minimum of 15 feet from the end of the median nose to the center of the pole.

Safety Lighting Requirements:

The safety lighting design and layout is based on spacing requirements and illuminating conflict points (intersections, pedestrian crosswalks, roadway alignment changes). Luminaires should be located at intersections of local residential streets, equally spaced along cul-de-sacs longer than 200 feet, at changes of alignment of 60° or more which are 200 feet or more from an intersection, and/or a minimum number of mid-block lights such that the spacing between lights is approximately 200 ft. It is preferred that street lights are placed on the same side of the street as the sidewalk given there are no utility conflicts. Street lights shall be placed on lot lines when in residential settings. Safety lighting predominantly should be used in residential settings, where the posted speed limit is less than 30 mph.

When implementing safety lighting, street light poles shall consist post top mounted LED fixture, 14-foot, round poles. LEDs for safety lighting shall be 4000K, Class E LEDs.

Design Considerations

The design considerations are to be followed during the planning and design for continuous lighting:

- Light Loss Factor (LLF): 0.90
- Luminaire Selection
 - Class A LED – approximately equivalent to a 400W HPS
 - Class B LED – approximately equivalent to a 310W HPS
 - Class C LED – approximately equivalent to a 250W HPS
 - Class D LED – approximately equivalent to a 150W HPS
 - Class E LED – approximately equivalent to a 100W HPS
- Overhead Power Line Clearance – 10' Clearance
- Street Light Control Center – Either 2-Circuit or 4-Circuit
- Voltage Drop less than 5% for branch circuits

Street Lighting Design and Layout Summary

1. Confirm Continuous Lighting or Safety Lighting with City Staff
2. Confirm roadway and pedestrian conflict area with City Staff (If continuous lighting)
3. Design lighting layout in accordance with the design requirements and considerations within an appropriate lighting software program (If continuous lighting)
4. Calculate Voltage drop based on layout
5. Submit average maintained Illumination and uniformity ratios outputs from lighting software, and voltage drop calculations to City Staff.
6. Once approved by City Staff, continue with design plans.



Plan Requirements:

The plans shall be prepared in accordance with the following guidelines unless otherwise pre-approved by the City.

Scale:

The preferred plan scale for streetlighting plans is 1"=30' or 1"=40'. A scale and north arrow shall be indicated on each plan sheet.

Topography:

Features affecting lighting design, such as drive entrances and intersections, curb and median lines, storm drainage pipes and inlets, underground and overhead utilities, existing streetlights, existing control centers, existing lighting circuits, existing junction or service boxes and proposed streetlighting system should be shown on the plans with proper symbols as shown in the "Streetlight Legend". All existing and proposed right-of-way, easements, etc. shall be shown on the plans. A centerline shall be shown with stationing for the main roadway as well as the side streets to be able to positively locate the poles. Street names shall be shown for major and minor streets.

General Notes Sheet:

Include the Pedestrian Conflict Area and Functional Street Classification. Insert the Luminance/Illuminance Design Results. Any General Notes pertaining to street lighting project.

Street Lighting Elements:

Show the location of all poles and luminaires symbolized according to the Legend so that proper proposed lamp wattage and mounting heights can be identified. Include all conduit/cable routing, junction boxes, control centers.

Plan Requirements Checklist:

Cover and General Notes Sheet:

- Check title for accurate description and spelling
- Verify project location is shown accurately on map and scale is listed
- Verify the table of contents match the plan sheets
- Ensure Street Lighting Legend is provided
- Verify the "Design Parameters" including proper luminance/illuminance levels and uniformity ratios are specifically called out on the plans. Check to validate the proper pedestrian conflict area and street classification.
- Include appropriate notes that pertain to project
- Include quantities of street lighting components

Plan Sheet:

- Make sure that all vertical and horizontal clearances, according to the National Electric Code, are maintained to all poles
- Verify the pole spacing and locations are located within City right-of-way
- Poles should be a minimum of 3' from the back of any curb. Poles should also be located so as to not conflict with storm drainage pipes or inlets. Poles should be located on the sidewalk side of residential or collector streets.
- Make sure that each pole is called out according to the legend with station, offset, control center, circuit number, pole number and conduit detail. Verify all pole stationing and offset callouts.
- Check to see if appropriate intersection illumination is achieved
- Make sure all symbols match the plan legend
- Check the location and types of junction boxes shown on the plans. Type 1 junction boxes should be used on each side of street crossings. Use a Type 2 junction box, if a branch circuit enters the same junction box. i.e. if more than 3-1c#4 cables enter and exit out of a junction box, use a Type 2 junction box
- Verify north arrow and scale
- Verify pole numbering is consistent with circuit numbers

Standards and Specifications:

Street Lighting work for the City of Edgerton shall conform to the latest standards and specifications outlined in the KDOT Standards Drawings with the exception of the following:

All street light poles shall be round, tapered aluminum poles. No street light poles shall be steel unless otherwise specified by the City of Edgerton.

Select corridors within the City of Edgerton shall have decorative poles and luminaires and/or colored equipment. The City shall be contacted prior to design to inquire if these decorative poles shall be installed for that specific project. The installed poles and luminaires shall meet the specifications below or find an approved equal:

Downtown Area:

- Pole Type: North Yorkshire Pole Series by Holophane Lighting
- Pole Arm: SL Boston Harbor Roadway Arm by Holophane Lighting
- Luminaire: K56 Cleveland – LED by King Luminaire
 - **K56-C-P-P4AR-III-100(SSL)-7030-120:277-4K-WS-KPL20-PR7-#6**
- Color: Holophane Black
- Option for 2' x 3' Banner
- Flower Pot Arm
- Breakaway Base

Logistics Park of Kansas City (LPKC) Area:

- Pole Type: Round Tapered Aluminum Pole by Valmont
- Pole Arm: Standard or Truss-style Arm by Valmont
- Luminaire: Class A, B, C, D, or E as per City Approved Products List
- Luminaire Housing: Standard Cobra head
- Color: Black
- Option for 2' x 3' Banner
- Breakaway Base

Residential Lighting:

- Pole Type: Round Tapered Aluminum Pole – 14'
- Pole Arm: None
- Luminaire: Class E
- Luminaire Housing: Post Top
- Color: Black (Both pole and fixture)
- Breakaway Base

Approved Products List (Manufacturers):

Breakaway Pole Devices:

- Akron Foundries, Inc. / Valmont

Conduit and Fittings:

PVC Conduit

- Cantex
- Carlon
- Certain Teed
- IPEX / PW Eagle
- Rocky Mountain Colby Pipe

PVC Fittings

- Cantex
- Carlin
- IPEX / PW Eagle

HDPE Conduit

- ARNCO
- Carlon
- Dura-line

HDPE Couplings

- AD Technologies



Connector Kits, Fuse Holders, and Fuses:

Wire Connectors:

- Polaris
- Homic

Fused & Non-Fused Connectors:

- Ideal Industries/ Buchanan/ Elastimold

Fuses:

- Bussmann Circuit Protection, Worldwide
- Ferraz Shawmut
- Littelfuse
- Pacific Utility Products
- Milbank

Power Disconnect Pedestal:

- Pacific Utility Products

Electrical Wire:

- Aetna Insulated Wire Co
- Cerro Wire & Cable Co, Inc.
- Encore Wire LTD
- Essex Electrical Products
- Kris Tech Wire Co, Inc.
- Senator / Southwire Co.
- Service Wire Co.

Grounding Equipment:

Ground Rod:

- Erico Inc./ Eritech
- ITTBlackburn
- Joslyn
- Knight

Ground Rod Clamp:

- Erico Inc./ Eritech
- Burndy
- ITTBlackburn

Junction Boxes:



- Duralite
- Channell

Luminaires:

Cobra Head:

- AEL
- Leotek

Decorative:

- *King Luminaire*

Post Top:

- Holophane

Poles:

- Valmont
- Hapco
- Holophane

Screw-in Foundations:

- J H Botts
- Pelco
- AB Chance

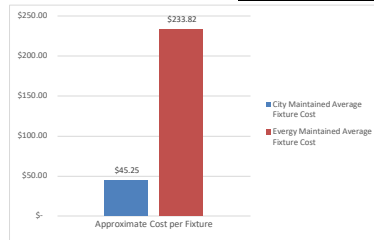
107 Wood
Aluminum (Assumed)
13 Steel

Existing Lease Costs	Fixtures	\$/Fixture
Energy leased lights \$ 28,058.28	120	\$ 233.82

Existing City Maintenance Costs		
Salaries/Benefits of Crew \$	-	overhead per city
Vehicle Fees \$	-	overhead per city
Locates (per year) \$	-	overhead per city
Fuel \$	-	overhead per city
Street Light Materials (Maintenance) \$	-	overhead per city
Computers \$	-	overhead per city
Maintenance Agreement \$	3,220.00	overhead per city
Total for City owned Lights \$	3,220.00	

Additional Maintenance Cost (Energy Buyout)		
Additional Staff \$	-	75% of current crew salary
Additional Vehicle(s) \$	-	Estimate
Additional Locates (per year) \$	-	Estimate
Add'l Maintenance Agreement Fee \$	2,220.69	Prorated to Ex City Costs
Total for Energy Buyout \$	2,220.69	

Energy estimated cost for purchase \$ 250,000.00	120	\$ 2,083.33
Term		10
Interest		2%
Payment	\$	(27,831.63)



Other Agencies Costs:

City	# Lights	Electricity	Total / Fixture
Overland	19107	1774 \$ 827,806.01	\$ 39.64
Lenexa	8295	\$ 280,000.00	\$ 33.76
Olathe (20	7000	\$ 384,315.00	\$ 54.90
		Maintenance	Total / Fixture
		\$ 417,559.44	\$ 20.00
		\$ 300,000.00	\$ 36.17
		\$ 588,155.00	\$ 84.02
		Total Cost	Total / Fixture
		\$1,245,365.45	\$ 59.64
		\$ 580,000.00	\$ 69.92
		\$ 972,470.00	\$ 138.92

Energy Supports	120 Total
	13 Steel

Energy cost for Energy Fixtures	\$ 3,208.79	#Lights x Utility Estimate
Costs for Replacing Energy Steel Poles (10% of Poles for 10 years)		
Initial Maintenance Upgrades (10% for fi	\$ 3,250.00	\$ 2,500.00 each Over 10 years
Ongoing Maintenance Upgrades (Yrs 10-	\$ 18,000.00	\$ 1,500.00 each
Wood Pole Replacement	\$ 6,000.00	\$ 500.00 each
107 wood poles over 10 year period	\$ 5,000.00	per pole including conversion of overhead wiring to underground
	\$ 53,500.00	Each Year for 10 Years

Utility Estimates		
\$0.055	per KWH	
12	hours per day	
365	days	
95	watts (250 Watt HPS Eq LED)	175 watts (400 Watt HPS Eq LED)
\$22.89	per fixture per year	\$42.16 per fixture per year
20% Energy Percentage of Fixtures that are 400W (Estimated)		

City owned lights (Energy Check)	\$ 4,652.74	174	\$ 26.74
City Existing Maintenance Cost	\$ 3,220.00	174	\$ 18.51
Combined City Costs of Lighting	\$ 7,872.74	174	\$ 45.25

Energy Buyout Table Assumptions	
Category	Assumption
Available Budget	\$28,058.28 Lease fee for Energy in 2022. This will increase by 2% each year.
Cash Purchase	The buyout for Energy estimated at \$235,000. This is spread out over 10 years (2023 - 2032) (at 2% Interest)
Electricity Costs / Metering	Estimated electrical cost for 120 Energy fixtures applying an estimated energy cost of \$.055 per KWH for 12 hrs/day average. Increased this cost by 2% each year. Assuming 20% of Energy fixtures are 400W HPS Equivalent LED. Since the current system is not metered, if the City purchases the system it is assumed that Energy will meter the lights at a flat rate using the assumed values above
Additional Maintenance Cost (Energy Buyback)	Total additional maintenance cost. Increased by 2% each year.
Replacing Steel Poles	Replacing 13 Energy Steel Poles at \$2,500 per pole. Total cost spread out over 10 years. For Alternative 2
Initial Fixture Upgrades (Maintenance)	120 Energy Supports @ \$1,500 maintenance fee per pole. Spread out over 10 years.
Recurring Fixture Maintenance	120 Energy Poles @ \$500 maintenance fee per pole (10% of Fixtures per year)
Wood Pole Conversion	\$144,200 total based on 107 Wood Poles. Spread out over the first 10 years. Alternative 2
Net Present Value	Present value of the future Net (\$) value column. Interest rate assumed to be 6%.

Utility Streetlighting Buyout - Evergy Retains System																
		Cash Purchase (Principal+Inter- est)		Additional Maintenance Cost (Energy Buyout)	Replacing Steel Poles	Energy add'l upgrades to paint poles		Wood Pole Conversion	LED Fixture Upgrades	Energy/ Maint Savings						
Year	Available Budget		Electricity Costs				Initial and Ongoing Maintenance				Total Expenses	Net (\$)	Cumulative Net	Net Present Value	Cumulative Net Present Value	n
2023	\$28,058	\$0	\$0	\$28,058	\$0	\$0	\$0	\$0	\$ -	\$0	\$28,058	\$0	\$28,058	\$28,058	\$28,058	0
2024	\$28,619	\$0	\$0	\$28,619	\$0	\$0	\$0	\$0	\$ -	\$0	\$28,619	\$0	\$56,677	\$26,999	\$55,057	1
2025	\$29,192	\$0	\$0	\$29,192	\$0	\$0	\$0	\$0	\$ -	\$0	\$29,192	\$0	\$85,869	\$25,980	\$81,038	2
2026	\$29,775	\$0	\$0	\$29,775	\$0	\$0	\$0	\$0	\$ -	\$0	\$29,775	\$0	\$115,644	\$25,000	\$106,038	3
2027	\$30,371	\$0	\$0	\$30,371	\$0	\$0	\$0	\$0	\$ -	\$0	\$30,371	\$0	\$146,015	\$24,057	\$130,094	4
2028	\$30,978	\$0	\$0	\$30,978	\$0	\$0	\$0	\$0	\$ -	\$0	\$30,978	\$0	\$176,993	\$23,149	\$153,243	5
2029	\$31,598	\$0	\$0	\$31,598	\$0	\$0	\$0	\$0	\$ -	\$0	\$31,598	\$0	\$208,591	\$22,275	\$175,518	6
2030	\$32,230	\$0	\$0	\$32,230	\$0	\$0	\$0	\$0	\$ -	\$0	\$32,230	\$0	\$240,821	\$21,435	\$196,953	7
2031	\$32,874	\$0	\$0	\$32,874	\$0	\$0	\$0	\$0	\$ -	\$0	\$32,874	\$0	\$273,695	\$20,626	\$217,579	8
2032	\$33,532	\$0	\$0	\$33,532	\$0	\$0	\$0	\$0	\$ -	\$0	\$33,532	\$0	\$307,227	\$19,847	\$237,426	9
2033	\$34,203	\$0	\$0	\$34,203	\$0	\$0	\$0	\$0	\$ -	\$0	\$34,203	\$0	\$341,430	\$19,099	\$256,525	10
2034	\$34,887	\$0	\$0	\$34,887	\$0	\$0	\$0	\$0	\$ -	\$0	\$34,887	\$0	\$376,316	\$18,378	\$274,902	11
2035	\$35,584	\$0	\$0	\$35,584	\$0	\$0	\$0	\$0	\$ -	\$0	\$35,584	\$0	\$411,901	\$17,684	\$292,587	12
2036	\$36,296	\$0	\$0	\$36,296	\$0	\$0	\$0	\$0	\$ -	\$0	\$36,296	\$0	\$448,197	\$17,017	\$309,604	13
2037	\$37,022	\$0	\$0	\$37,022	\$0	\$0	\$0	\$0	\$ -	\$0	\$37,022	\$0	\$485,219	\$16,375	\$325,979	14
2038	\$37,762	\$0	\$0	\$37,762	\$0	\$0	\$0	\$0	\$ -	\$0	\$37,762	\$0	\$522,981	\$15,757	\$341,736	15
2039	\$38,518	\$0	\$0	\$38,518	\$0	\$0	\$0	\$0	\$ -	\$0	\$38,518	\$0	\$561,499	\$15,162	\$356,898	16
2040	\$39,288	\$0	\$0	\$39,288	\$0	\$0	\$0	\$0	\$ -	\$0	\$39,288	\$0	\$600,787	\$14,590	\$371,488	17
2041	\$40,074	\$0	\$0	\$40,074	\$0	\$0	\$0	\$0	\$ -	\$0	\$40,074	\$0	\$640,860	\$14,040	\$385,528	18
2042	\$40,875	\$0	\$0	\$40,875	\$0	\$0	\$0	\$0	\$ -	\$0	\$40,875	\$0	\$681,736	\$13,510	\$399,037	19
2043	\$41,693	\$0	\$0	\$41,693	\$0	\$0	\$0	\$0	\$ -	\$0	\$41,693	\$0	\$723,428	\$13,000	\$412,037	20
2044	\$42,527	\$0	\$0	\$42,527	\$0	\$0	\$0	\$0	\$ -	\$0	\$42,527	\$0	\$765,955	\$12,509	\$424,547	21
2045	\$43,377	\$0	\$0	\$43,377	\$0	\$0	\$0	\$0	\$ -	\$0	\$43,377	\$0	\$809,332	\$12,037	\$436,584	22
2046	\$44,245	\$0	\$0	\$44,245	\$0	\$0	\$0	\$0	\$ -	\$0	\$44,245	\$0	\$853,577	\$11,583	\$448,167	23
2047	\$45,130	\$0	\$0	\$45,130	\$0	\$0	\$0	\$0	\$ -	\$0	\$45,130	\$0	\$898,706	\$11,146	\$459,313	24
2048	\$46,032	\$0	\$0	\$46,032	\$0	\$0	\$0	\$0	\$ -	\$0	\$46,032	\$0	\$944,738	\$10,725	\$470,039	25
2049	\$46,953	\$0	\$0	\$46,953	\$0	\$0	\$0	\$0	\$ -	\$0	\$46,953	\$0	\$991,691	\$10,321	\$480,359	26
2050	\$47,892	\$0	\$0	\$47,892	\$0	\$0	\$0	\$0	\$ -	\$0	\$47,892	\$0	\$1,039,583	\$9,931	\$490,291	27
2051	\$48,850	\$0	\$0	\$48,850	\$0	\$0	\$0	\$0	\$ -	\$0	\$48,850	\$0	\$1,088,433	\$9,556	\$499,847	28
2052	\$49,827	\$0	\$0	\$49,827	\$0	\$0	\$0	\$0	\$ -	\$0	\$49,827	\$0	\$1,138,259	\$9,196	\$509,043	29
2053	\$50,823	\$0	\$0	\$50,823	\$0	\$0	\$0	\$0	\$ -	\$0	\$50,823	\$0	\$1,189,082	\$8,849	\$517,892	30
Total	\$1,189,094										\$1,189,082					

Utility Streetlight Everyg Buyout - Alternative 1																	
		Cash Purchase (Principal+Inte rest)															
Year	Available Budget		Electricity Costs	Additional Maintenance Cost (Everyg Buyout)	Replacing Steel Poles	Everyg add'l upgrades to paint poles	Initial and Ongoing Maintenance	Wood Pole Conversion	LED Fixture Upgrades	Energy/ Maint Savings	Total Expenses	Net Present Value (Expenses)	Net (\$)	Cumulative Net	Net Present Value	Cumulative Net Present Value	n
2023	\$28,058	\$27,832	\$3,209	\$2,221	\$0	\$0	\$18,000	\$0	\$ -	\$0	\$51,261	\$51,261	-\$23,203	-\$23,203	-\$23,203	-\$23,203	0
2024	\$28,619	\$27,832	\$3,273	\$2,265	\$0	\$0	\$18,360	\$0	\$ -	\$0	\$51,730	\$48,802	-\$23,110	-\$46,313	-\$22,010	-\$45,213	1
2025	\$29,192	\$27,832	\$3,338	\$2,310	\$0	\$0	\$18,727	\$0	\$ -	\$0	\$52,208	\$46,465	-\$23,016	-\$69,329	-\$20,876	-\$66,089	2
2026	\$29,776	\$27,832	\$3,405	\$2,357	\$0	\$0	\$19,102	\$0	\$ -	\$0	\$52,695	\$44,244	-\$22,920	-\$92,248	-\$19,799	-\$85,887	3
2027	\$30,371	\$27,832	\$3,473	\$2,404	\$0	\$0	\$19,484	\$0	\$ -	\$0	\$53,192	\$42,133	-\$22,821	-\$115,070	-\$18,775	-\$104,662	4
2028	\$30,979	\$27,832	\$3,543	\$2,452	\$0	\$0	\$19,873	\$0	\$ -	\$0	\$53,700	\$40,128	-\$22,721	-\$137,791	-\$17,803	-\$122,465	5
2029	\$31,598	\$27,832	\$3,614	\$2,501	\$0	\$0	\$20,271	\$0	\$ -	\$0	\$54,217	\$38,221	-\$22,619	-\$160,410	-\$16,879	-\$139,344	6
2030	\$32,230	\$27,832	\$3,686	\$2,551	\$0	\$0	\$20,676	\$0	\$ -	\$0	\$54,745	\$36,408	-\$22,515	-\$182,924	-\$16,001	-\$155,344	7
2031	\$32,875	\$27,832	\$3,760	\$2,602	\$0	\$0	\$21,090	\$0	\$ -	\$0	\$55,283	\$34,685	-\$22,408	-\$205,332	-\$15,167	-\$170,511	8
2032	\$33,532	\$27,832	\$3,835	\$2,654	\$0	\$0	\$21,512	\$0	\$ -	\$0	\$55,832	\$33,047	-\$22,300	-\$227,632	-\$14,375	-\$184,886	9
2033	\$34,203	\$0	\$3,911	\$2,707	\$0	\$0	\$6,000	\$0	\$ -	\$0	\$12,619	\$7,046	\$21,584	-\$206,048	\$13,251	-\$171,635	10
2034	\$34,887	\$0	\$3,990	\$2,761	\$0	\$0	\$6,120	\$0	\$ -	\$0	\$12,871	\$6,780	\$22,016	-\$184,032	\$12,872	-\$158,762	11
2035	\$35,585	\$0	\$4,070	\$2,816	\$0	\$0	\$6,242	\$0	\$ -	\$0	\$13,128	\$6,524	\$22,456	-\$161,575	\$12,505	-\$146,258	12
2036	\$36,296	\$0	\$4,151	\$2,873	\$0	\$0	\$6,367	\$0	\$ -	\$0	\$13,391	\$6,278	\$22,906	-\$138,670	\$12,147	-\$134,111	13
2037	\$37,022	\$0	\$4,234	\$2,930	\$0	\$0	\$6,495	\$0	\$ -	\$0	\$13,659	\$6,041	\$23,364	-\$115,306	\$11,800	-\$122,310	14
2038	\$37,763	\$0	\$4,319	\$2,989	\$0	\$0	\$6,624	\$0	\$ -	\$0	\$13,932	\$5,813	\$23,831	-\$91,475	\$11,463	-\$110,847	15
2039	\$38,518	\$0	\$4,405	\$3,049	\$0	\$0	\$6,757	\$0	\$ -	\$0	\$14,210	\$5,594	\$24,308	-\$67,168	\$11,136	-\$99,712	16
2040	\$39,288	\$0	\$4,493	\$3,110	\$0	\$0	\$6,892	\$0	\$ -	\$0	\$14,495	\$5,383	\$24,794	-\$42,374	\$10,817	-\$88,894	17
2041	\$40,074	\$0	\$4,583	\$3,172	\$0	\$0	\$7,030	\$0	\$ -	\$0	\$14,785	\$5,180	\$25,290	-\$17,085	\$10,508	-\$78,386	18
2042	\$40,876	\$0	\$4,675	\$3,235	\$0	\$0	\$7,171	\$0	\$ -	\$0	\$15,080	\$4,984	\$25,795	\$8,711	\$10,208	-\$68,178	19
2043	\$41,693	\$0	\$4,768	\$3,300	\$0	\$0	\$7,314	\$0	\$ -	\$0	\$15,382	\$4,796	\$26,311	\$35,022	\$9,916	-\$58,261	20
2044	\$42,527	\$0	\$4,863	\$3,366	\$0	\$0	\$7,460	\$0	\$ -	\$0	\$15,690	\$4,615	\$26,837	\$61,859	\$9,633	-\$48,628	21
2045	\$43,378	\$0	\$4,961	\$3,433	\$0	\$0	\$7,609	\$0	\$ -	\$0	\$16,003	\$4,441	\$27,374	\$89,234	\$9,358	-\$39,270	22
2046	\$44,245	\$0	\$5,060	\$3,502	\$0	\$0	\$7,762	\$0	\$ -	\$0	\$16,323	\$4,273	\$27,922	\$117,155	\$9,091	-\$30,180	23
2047	\$45,130	\$0	\$5,161	\$3,572	\$0	\$0	\$7,917	\$0	\$ -	\$0	\$16,650	\$4,112	\$28,480	\$145,636	\$8,831	-\$21,349	24
2048	\$46,033	\$0	\$5,264	\$3,643	\$0	\$0	\$8,075	\$0	\$ -	\$0	\$16,983	\$3,957	\$29,050	\$174,685	\$8,578	-\$12,771	25
2049	\$46,953	\$0	\$5,370	\$3,716	\$0	\$0	\$8,237	\$0	\$ -	\$0	\$17,323	\$3,808	\$29,631	\$204,316	\$8,333	-\$4,437	26
2050	\$47,892	\$0	\$5,477	\$3,790	\$0	\$0	\$8,401	\$0	\$ -	\$0	\$17,669	\$3,664	\$30,223	\$234,539	\$8,095	\$3,658	27
2051	\$48,850	\$0	\$5,587	\$3,866	\$0	\$0	\$8,569	\$0	\$ -	\$0	\$18,022	\$3,526	\$30,828	\$265,367	\$7,864	\$11,522	28
2052	\$49,827	\$0	\$5,698	\$3,944	\$0	\$0	\$8,741	\$0	\$ -	\$0	\$18,383	\$3,393	\$31,444	\$296,812	\$7,639	\$19,161	29
2053	\$50,824	\$0	\$5,812	\$4,022	\$0	\$0	\$8,916	\$0	\$ -	\$0	\$18,750	\$3,265	\$32,073	\$328,885	\$7,421	\$26,582	30
Total	\$1,189,094										\$860,209	\$518,867					

Utility Streetlight Energy Buyout - Alternative 2																	
Year	Available Budget	Cash Purchase (Principal+Inter- est)	Electricity Costs	Additional Maintenance Cost (Energy Buyout)	Replacing Steel Poles	Column1	Initial and Ongoing Maintenance	Wood Pole Conversion	LED Fixture Upgrades	Energy/ Maint Savings	Total Expenses	Net Present Value (Expenses)	Net (\$)	Cumulative Net	Net Present Value	Cumulative Net Present Value	n
2023	\$28,058	\$27,832	\$3,209	\$2,221	\$325	\$0	\$18,000	\$53,500	\$ -	\$0	\$105,086	\$105,086	-\$77,028	-\$77,028	-\$77,028	-\$77,028	0
2024	\$28,619	\$27,832	\$3,273	\$2,265	\$325	\$0	\$18,360	\$53,500	\$ -	\$0	\$105,555	\$99,580	-\$76,935	-\$153,963	-\$73,272	-\$150,299	1
2025	\$29,192	\$27,832	\$3,338	\$2,310	\$325	\$0	\$18,727	\$53,500	\$ -	\$0	\$106,033	\$94,369	-\$76,841	-\$230,804	-\$69,697	-\$219,996	2
2026	\$29,776	\$27,832	\$3,405	\$2,357	\$325	\$0	\$19,102	\$53,500	\$ -	\$0	\$106,520	\$89,436	-\$76,745	-\$307,548	-\$66,295	-\$286,291	3
2027	\$30,371	\$27,832	\$3,473	\$2,404	\$325	\$0	\$19,484	\$53,500	\$ -	\$0	\$107,017	\$84,768	-\$76,646	-\$384,195	-\$63,057	-\$349,348	4
2028	\$30,979	\$27,832	\$3,543	\$2,452	\$325	\$0	\$19,873	\$53,500	\$ -	\$0	\$107,525	\$80,349	-\$76,546	-\$460,741	-\$59,976	-\$409,324	5
2029	\$31,598	\$27,832	\$3,614	\$2,501	\$325	\$0	\$20,271	\$53,500	\$ -	\$0	\$108,042	\$76,165	-\$76,444	-\$537,185	-\$57,044	-\$466,368	6
2030	\$32,230	\$27,832	\$3,686	\$2,551	\$325	\$0	\$20,676	\$53,500	\$ -	\$0	\$108,570	\$72,205	-\$76,340	-\$613,524	-\$54,253	-\$520,621	7
2031	\$32,875	\$27,832	\$3,760	\$2,602	\$325	\$0	\$21,090	\$53,500	\$ -	\$0	\$109,108	\$68,456	-\$76,233	-\$689,757	-\$51,998	-\$572,218	8
2032	\$33,532	\$27,832	\$3,835	\$2,654	\$325	\$0	\$21,512	\$53,500	\$ -	\$0	\$109,657	\$64,906	-\$76,125	-\$765,882	-\$49,071	-\$621,289	9
2033	\$34,203	\$0	\$3,911	\$2,707	\$0	\$0	\$6,000	\$0	\$ -	\$0	\$12,619	\$7,046	-\$21,584	-\$744,298	\$13,251	-\$608,038	10
2034	\$34,887	\$0	\$3,990	\$2,761	\$0	\$0	\$6,120	\$0	\$ -	\$0	\$12,871	\$6,780	-\$22,016	-\$722,282	\$12,872	-\$595,166	11
2035	\$35,585	\$0	\$4,070	\$2,816	\$0	\$0	\$6,242	\$0	\$ -	\$0	\$13,128	\$6,524	-\$22,456	-\$699,825	\$12,505	-\$582,661	12
2036	\$36,296	\$0	\$4,151	\$2,873	\$0	\$0	\$6,367	\$0	\$ -	\$0	\$13,391	\$6,278	-\$22,906	-\$676,920	\$12,147	-\$570,514	13
2037	\$37,022	\$0	\$4,234	\$2,930	\$0	\$0	\$6,495	\$0	\$ -	\$0	\$13,659	\$6,041	-\$23,364	-\$653,556	\$11,800	-\$558,714	14
2038	\$37,763	\$0	\$4,319	\$2,989	\$0	\$0	\$6,624	\$0	\$ -	\$0	\$13,932	\$5,813	-\$23,831	-\$629,725	\$11,463	-\$547,251	15
2039	\$38,518	\$0	\$4,405	\$3,049	\$0	\$0	\$6,757	\$0	\$ -	\$0	\$14,210	\$5,594	-\$24,308	-\$605,418	\$11,136	-\$536,115	16
2040	\$39,288	\$0	\$4,493	\$3,110	\$0	\$0	\$6,892	\$0	\$ -	\$0	\$14,495	\$5,383	-\$24,794	-\$580,624	\$10,817	-\$525,298	17
2041	\$40,074	\$0	\$4,583	\$3,172	\$0	\$0	\$7,030	\$0	\$ -	\$0	\$14,785	\$5,180	-\$25,290	-\$555,335	\$10,508	-\$514,789	18
2042	\$40,876	\$0	\$4,675	\$3,235	\$0	\$0	\$7,171	\$0	\$ -	\$0	\$15,080	\$4,984	-\$25,795	-\$529,539	\$10,208	-\$504,581	19
2043	\$41,693	\$0	\$4,768	\$3,300	\$0	\$0	\$7,314	\$0	\$ -	\$0	\$15,382	\$4,796	-\$26,311	-\$503,228	\$9,916	-\$494,665	20
2044	\$42,527	\$0	\$4,863	\$3,366	\$0	\$0	\$7,460	\$0	\$ -	\$0	\$15,690	\$4,615	-\$26,837	-\$476,391	\$9,633	-\$485,032	21
2045	\$43,378	\$0	\$4,961	\$3,433	\$0	\$0	\$7,609	\$0	\$ -	\$0	\$16,003	\$4,441	-\$27,374	-\$449,016	\$9,358	-\$475,674	22
2046	\$44,245	\$0	\$5,060	\$3,502	\$0	\$0	\$7,762	\$0	\$ -	\$0	\$16,323	\$4,273	-\$27,922	-\$421,095	\$9,091	-\$466,583	23
2047	\$45,130	\$0	\$5,161	\$3,572	\$0	\$0	\$7,917	\$0	\$ -	\$0	\$16,650	\$4,112	-\$28,480	-\$392,614	\$8,831	-\$457,753	24
2048	\$46,033	\$0	\$5,264	\$3,643	\$0	\$0	\$8,075	\$0	\$ -	\$0	\$16,983	\$3,957	-\$29,050	-\$363,565	\$8,578	-\$449,174	25
2049	\$46,953	\$0	\$5,370	\$3,716	\$0	\$0	\$8,237	\$0	\$ -	\$0	\$17,323	\$3,808	-\$29,631	-\$333,934	\$8,333	-\$440,841	26
2050	\$47,892	\$0	\$5,477	\$3,790	\$0	\$0	\$8,401	\$0	\$ -	\$0	\$17,669	\$3,664	-\$30,223	-\$303,711	\$8,095	-\$432,746	27
2051	\$48,850	\$0	\$5,587	\$3,866	\$0	\$0	\$8,569	\$0	\$ -	\$0	\$18,022	\$3,526	-\$30,828	-\$272,883	\$7,864	-\$424,882	28
2052	\$49,827	\$0	\$5,698	\$3,944	\$0	\$0	\$8,741	\$0	\$ -	\$0	\$18,383	\$3,393	-\$31,444	-\$241,438	\$7,639	-\$417,242	29
2053	\$50,824	\$0	\$5,812	\$4,022	\$0	\$0	\$8,916	\$0	\$ -	\$0	\$18,750	\$3,265	-\$32,073	-\$209,365	\$7,421	-\$409,821	30
Total	\$1,189,094										\$1,398,459	\$938,793					

City Council Action Item

Council Meeting Date: October 19, 2023

Department: Public Works

Agenda Item: Consider Agreement With SWT Design, Inc. for the Trails Master Plan Project

Background/Description of Item:

On October 28, 2021, City Council approved the 2022-2026 CIP. In the CIP was the Trails Master Plan Project, with funding identified from the Economic Development Fund. The project budget of \$50,000 was included in the approved CIP. On October 27, 2022, City Council approved the 2023-2027 CIP which included the Trails Master Plan Project with no change to scope or budget.

This project will supplement and support the soon-to-be updated City of Edgerton Comprehensive Plan and existing Parks Master Plan. The Trails Master Plan will focus on improving accessibility and connectivity and provide guidance for a City-wide trail network for pedestrian and bike use throughout the City and future growth areas. The design team will collect data and review existing conditions, engage the public, provide a priority list of projects, cost estimates, suggested improvements, and expand upon the City's existing plans.

With the intended goals of the project being in alignment with our ongoing Glendell Acres Park Project in which SWT Design, Inc. (SWT) is currently designing and The Parks Master Plan, City Staff recommends retaining SWT for The Trails Master Plan. Since SWT has been involved in community engagement, design decisions, and City goals, this approach should maximize the budget allocated for this project.

The funding source in the CIP for this project is identified as the Economic Development Fund. The budget for the project listed in the CIP is \$50,000. SWT provided a draft scope and fee of \$48,257 which is within the project budget approved in the CIP. The draft scope of work and fee is provided in the packet. As the scope is revised during negotiations, the fee will be adjusted accordingly. Upon final approval from City Attorney, staff recommends authorizing the Mayor to execute the agreement.

If approved, staff anticipates beginning the exploration of the project immediately with final report expected in mid-2024.

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

Funding Source: Economic Development Fund

Budget Allocated: \$50,000

Finance Director Approval: x 
Karen Kindle, Finance Director

Recommendation: Approve Agreement With SWT Design for the Trails Master Plan Project for \$48,257.00, Pending Approval From City Attorney and Authorizing The Mayor to Execute the Agreement

Enclosed: Draft Scope of Work and Fee
Draft Agreement for Professional Services

Prepared by: Dan Merkh, Public Works Director



DESIGN PROFESSIONAL SERVICES PROPOSAL – Revision #1 **DRAFT**

October 5, 2023

TO: City of Edgerton

FROM: Lance Klein

ATTN: Zach Moore

ADDRESS 1: 404 East Nelson

PROJECT: 21645.01_Edgerton Trails Master Plan

ADDRESS 2: Edgerton, KS 66021

Dear Mr. Moore:

SWT Design is excited to work with you and the City on the Edgerton Trails Master Plan project. Per your request, below please find our proposed scope of services. Upon your acceptance, we will work with you to formalize the terms and conditions of an Agreement.

PROJECT UNDERSTANDING & APPROACH

The City of Edgerton is currently in the process of updating its comprehensive plan which focuses on future growth. To support this and improved connectivity, the City wants to better understand a City-wide trail network and major pedestrian connections to various destinations, neighborhoods and future growth areas.

To that point, the Master Trail Plan will serve to supplement and support the updated comprehensive plan, and serve as a guide for incremental trail, sidewalk, and other bike/pedestrian improvements over time. The outcome will be a succinct and easy-to-use set of guidelines that identifies projects throughout the city, ranks and prioritizes these improvements, and provides a timeline and budget for implementation. It will serve as a bridge between recommendations of the comprehensive plan, and future, detailed guidance on bicycle and pedestrian design. It will also encourage innovation in the development of safe and appealing networks for cycling and walking throughout the city, and offer real, implementable solutions that are appropriate to the city's existing and planned infrastructure.

With this plan, the city is positioning itself to become a more bikeable and walkable community, providing greater access to amenities and key destinations. Once we identify existing gaps in infrastructure, like those described above, this Master Trail Plan will help the city achieve that goal.

A detailed description of our project approach and scope of services is as follows:

Article 1: Consultant's Basic Services

The proposed scope of work and tasks to be performed by SWT are as follows:

PHASE 1: DATA COLLECTION AND REVIEW OF EXISTING CONDITIONS

Task 1.1: Collection of Existing GIS Data and other Documentation

Prior to the project kick-off meeting, our team will collect GIS data and other documentation of the city's existing infrastructure in order to engage in productive discussion about project goals and anticipated outcomes. This includes a cursory review of progress made on the city's Comprehensive Plan, specifically related to transportation, trails and bikeways, and infrastructure. We will utilize

JOCO's AIMS system, Kansas GIS Geoportal, and other counties' GIS data portals where growth is projected.

Task 1.2: Project Kick-off Meeting with City Staff

Our team will start this four to five-month planning process by hosting an initial project kick-off meeting with key city staff. Attendees should represent the various city departments who may have an interest in the project and/or its impact on the community. The primary purpose of this meeting will be to familiarize city staff with the consultant team, the project details, objectives, and discuss how the design team and city staff engage with the public regarding the project. This meeting will be held prior to the larger kick-off meeting with the steering committee.

Task 1.3: Existing Conditions Analysis and Existing Plan Review

Following the initial kick-off meeting with the city and stakeholder group, our team will begin to identify gaps in existing networks, be it sidewalks, crosswalks, trails, or greenways. The extent of our review will include the city limits of Edgerton plus Future Growth area(s) identified in Exhibit A, extending to Big Bull Creek Park and other adjacent destinations surrounding the community, including JCPRD trails within ½ mile of the Study Area.

Our team will develop an existing conditions map based on aforementioned GIS data. . We will document existing conditions using available state, county, and city information, including both on-site and digital observations.

In addition to aggregating existing conditions data, we will also develop a rating system for all existing key-connector facilities, providing a scale from “good” to “poor” (or other agreed upon nomenclature) based on the current condition of each facility (sidewalk, trail, crosswalk, etc.) and the city's goals for the plan. This will begin to set the framework for future prioritization of projects and an associated timeline for improvements in Phase 3. This does not represent a comprehensive assessment of all walks and trails, but key connections.

Task 1.4: Draft Existing Conditions Analysis Summary Memo

At substantial completion of our initial analysis phase the project team will produce a memo summarizing the key finding of our analysis. These key findings will help to guide our project goals.

PHASE 1 MEETINGS:

- Project Kick-Off Meeting with City Staff
- Existing Conditions Summary Review with City Staff/Key Stakeholders

PHASE 1 DELIVERABLES:

- Import GIS shapefiles of existing facilities, in addition to rating scale and matrix of each existing facility that can be updated in real time.

PHASE 2: PUBLIC ENGAGEMENT

Knowing that the city is currently nearing completion of updating its Comprehensive Plan, we understand that maintaining public buy-in to the process and reducing planning fatigue is critical to the success of both projects. We also want to avoid any confusion or duplication of efforts from this process and from the Comprehensive Plan. Therefore, much of our plan for engaging the public will try to coincide with planned events and activities in the community.

Task 2.1: Public Open House #1

Participation in Initial Public Open House led by City. The purpose of this meeting will be to convey the intent of the project, outline the steps the City and project team will take to engage the public throughout the project, and to share the findings of our data collection and review of existing conditions.

Task 2.2: Public Outreach / Project Communication

Prior to initiating a public outreach effort, our project team will work closely with the City to clearly define what their strategy will be for engaging the community and getting the desired public outreach message right. We will work with the City staff to determine what engagement tools will be most successful for engaging the Edgerton community. Below is a list of engagement tools that we will participate in the City's :

Community Survey: We will participate in the development of a community-wide survey either electronically and/or mailed to community residents and local area businesses to solicit feedback. Our team will work with the City to develop the content and design of the survey and review feedback and tabulated results compiled by the City.

Outreach Materials Development: The project team will participate with City staff in their development of digital and printable outreach materials for distribution to the community. Outreach materials will include meeting notifications, flyers, project updates, informational brochures, etc. All outreach material to be developed, distributed, and compiled by the City.

Go Where the People Are: We will participate in a pop-up event for outreach that is associated with an City event.

Task 2.3: Draft Connectivity Routes and Priorities Recommendations

From the gap analysis conducted in Task One, and the outcomes of the first public meeting and survey announcement, our team will develop draft routes and priority connections that will later inform the overall connectivity map (Task 3). This will focus on new sidewalks and other improvements to facilitate desired pedestrian and bicycle movements as identified by residents and City staff. Included in these draft routes, will be priority connections to various community destinations in the area.

Task 2.4: Draft Public Outreach Community Engagement Memo(s)

At substantial completion of our public engagement phase the project team will produce a memo summarizing the key findings of our engagement. These key findings will help to guide the project through the final plan development.

PHASE 2 MEETINGS:

- Participation at Public Open House #1
- Participation in Project Booth at Existing Community Event

PHASE 2 DELIVERABLES:

- Draft Connectivity Routes and Priorities

PHASE 3: PLAN DEVELOPMENT

Task 3.1: Summary of Existing Conditions

Based on the efforts of Task One, our team will provide shapefiles with basic geometry and attributes that can be imported to GIS for the City of Edgerton, documenting all current facilities by type and conditional rating. This approach would allow the City to utilize this for GIS later and add data and attributes moving forward.

Task 3.2: Review of Summary of Community Engagement Process and Findings

Based on the outcomes of Task Two, we will review the summary of findings from the City in their outreach efforts to inform the overall connectivity map and plan.

Task 3.3: Overall Connectivity Map

From the gap analysis conducted in Task One, and the outcomes of Task Two, our team will develop an overall Connectivity Map that documents all proposed project improvements. This map will serve as the master project list for the following sections of the plan that highlights specific facility types, area of improvement, timeline, and associated budgets. Projects included in the Connectivity Map will be keyed and organized by facility type for easy reference throughout the document. The connectivity map will include recommended connection(s) to Future Growth areas and nearby destinations. Development of trail network within in Future Growth shall be limited to proposed corridors and greenway opportunities.

Task 3.4: Prioritized List of Project Improvements

This section of the final Master Trail Plan will form the backbone of the plan and will include all the recommendations for improvements. From the planning process, and the rating system developed in Task One, we will work with the city to prioritize projects for implementation and capital investment based on overall goals and objectives identified in the Comprehensive Plan. As mentioned previously, we will have organized facility improvements by typology, including, but not limited to:

- Mixed-Traffic Facilities (Yield Roadway, Bicycle Boulevard, Advisory Shoulder)
- Visually-Separated Shoulder (Paved Shoulder, Bike Lane)
- Physically-Separated Facilities (Shared Use Path, Sidepath, Sidewalk, Separated Bike Lane)

We will also identify how each facility is associated with overall key network opportunities – for example, how does the individual shared use path, sidewalk, separated bike lane, etc. fit into a cohesive network strategy related to:

- Speed Management
- Pedestrian Lane
- School Connections
- Multimodal Main Streets
- Bridges
- Access to Public Lands

Task 3.5: Timeline for Implementation

From the prioritized list of projects, each improvement project will be given a priority ranking, as well as other project-specific information to include:

- Project location
- Summary of improvements and scope of project
- Priority Ranking
- Graphic visualization of recommended improvement
- Timeline for design development and implementation
- Project champions (accountability)
- Project budget

Task 3.5: Draft Submittal and Review of Master Trail Plan

Upon completion of the Draft Master Trail Plan, the project team will meet with the City to review and discuss the key components. The project team will then use the feedback from the City to revise and create a final plan report.

Task 3.6: Present Final Deliverables to City Council

Upon completion of the Final Edgerton Master Trail Plan, a final presentation will be made to the Edgerton City Council.

PHASE 3 MEETINGS:

- Draft Plan Review with City Staff
- Final Presentation of Trails Plan to City Council

PHASE 3 DELIVERABLES:

- Final Edgerton Master Trail Plan Report via electronic submittal (hardcopies can be provided as a reimbursable if desired)

Article 2: Work Not Included in Basic Services

- Soils/Geotechnical Investigation
- Property Survey / Topographic Survey
- Structural Engineering
- Mechanical, Electrical or Plumbing Engineering
- Permitting Tasks
- Operations and Maintenance Planning
- Legal Counsel/Review
- Leading Community Outreach
- Approved Additional Services beyond those listed in Tasks 1, 2 and 3 will be performed on an hourly basis at the following rates:
 - Managing Partner - \$ 225.00
 - Partner - \$190.00
 - Senior Associate 1 - \$155.00
 - Senior Associate 2 - \$145.00
 - Civil Engineer 1 - \$145.00
 - Associate - \$125.00
 - Designer - \$95.00
 - Staff 1 - \$90.00
 - Staff 2 - \$80.00
 - Staff 3 - \$70.00
 - Clerical - \$70.00
 - Administrative - \$110.00

Article 3: Standards

SWT agrees to provide its professional services in accordance with the highest standards of its profession. SWT agrees to put forth its best efforts to comply with codes, laws, and regulations in effect.

Article 4: Compensation and Payments

SWT agrees to perform the services outlined in this proposal on a lump sum by phase basis for total amount of \$48,257.00

Professional Design Services:

Phase 1 – Data Collection/Analysis..... \$17,239.00
Phase 2 – Public Engagement.....\$12,895.00
Phase 3 - Plan Development.....\$18,122.68

Trail Master Plan Fee.....\$48,257.00

- Direct expenses, i.e., drawing submittal, printing, mileage, delivery service, etc., are included in the above fees, and will be billed to the Client at cost.
- Billing for SWT fees and expenses will be submitted monthly. Payment shall be due within 30 days from date of invoice.

Thank you again for the opportunity to submit this proposal. If the foregoing meets with your approval, please indicate this approval by signing the appropriate line below and returning one original for our files. If this proposal is not accepted within 30 days, the offer to perform the described services is withdrawn and shall be null and void.

Sincerely,

Lance Klein, PLA
SWT Design, Partner

Signature

Date

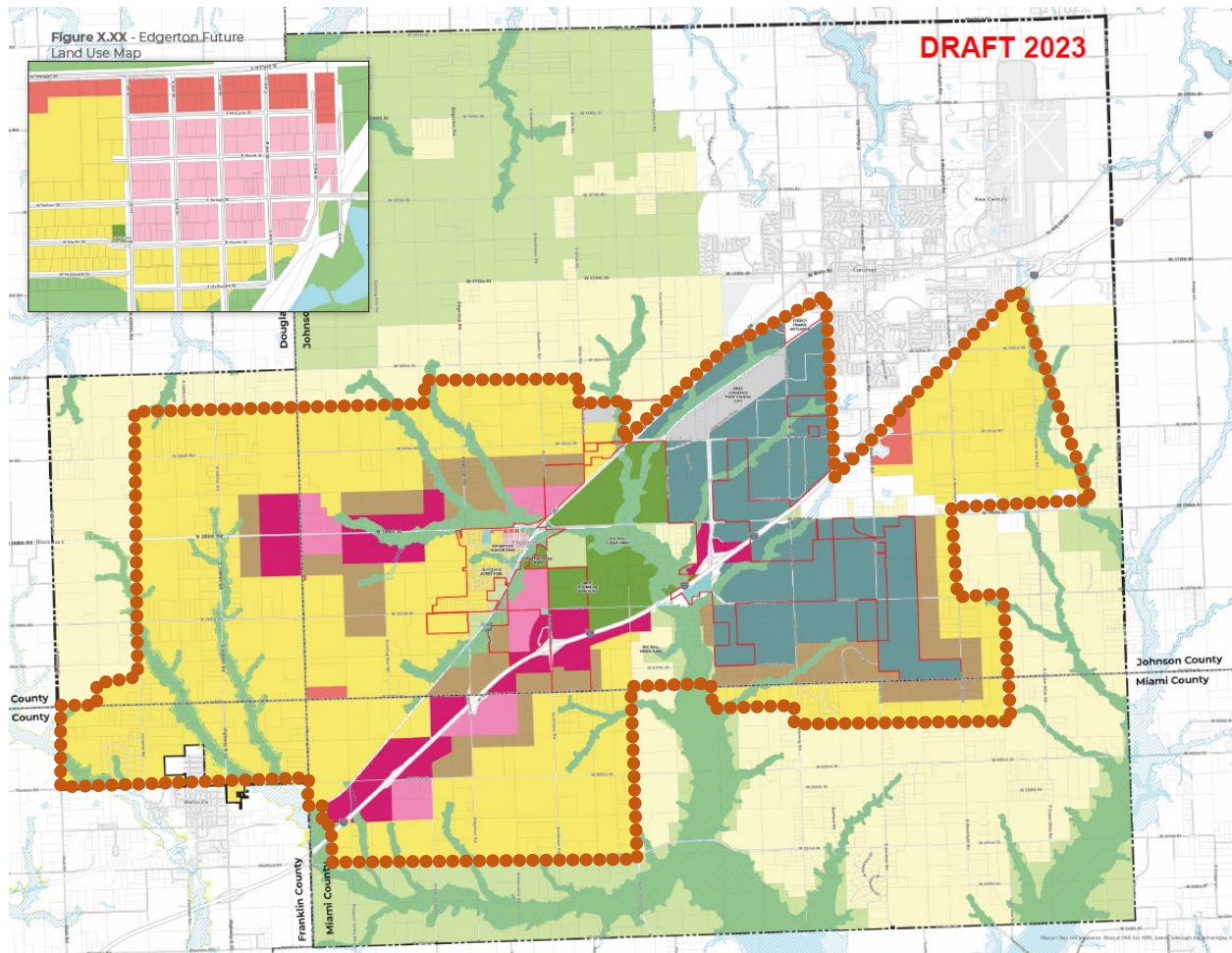
Printed Name

Authorizing Signature

Date

Exhibit A:

Study Area Indicated with Dashed Orange Line Below, includes JCPRD trails within ½ mile of study boundary.



**PROFESSIONAL
SERVICES
AGREEMENT
CONSULTANT-CLIENT**

THIS PROFESSIONAL SERVICES AGREEMENT (this "Agreement") is made and entered into as of the _____ day _____, _____ (the "Effective Date") by and between _____, party of the first part, (the CONSULTANT), and CITY OF EDGERTON, KANSAS, party of the second part, (the CLIENT).

WHEREAS, the CLIENT is authorized and empowered to contract with the CONSULTANT for the purpose of obtaining Professional Services for the following improvement/services (hereinafter referred to as the "Project"):

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

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

SECTION 1 – DEFINITIONS

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

- 1.1 "Additional Services" means any Services requested by the CLIENT which are not covered by **Exhibit 1** of this Agreement.
- 1.2 "Agreement" means this contract and includes change orders issued in writing.
- 1.3 "CLIENT" or "Client" means the City of Edgerton.
- 1.4 "CONSULTANT" or "Consultant" means the company identified on page 1 and any additional parties they might employ (upon the approval of CLIENT) to perform pursuant to this contract.
- 1.5 "Contract Documents" means those documents so identified in the Agreement for this Project.. Terms defined in General Conditions shall have the same meaning when used in this Agreement unless otherwise specifically stated or in the case of a conflict in which case the definition used in this Agreement shall prevail in the interpretation of this Agreement.
- 1.6 "Engineering Documents" or "Architectural Documents" or "Survey Documents" means plans, specifications, reports, drawings, tracings, designs, calculations, computer models, sketches, notes, memorandums or correspondence related to the work described in Exhibit 1 attached hereto.
- 1.7 "Consulting Services" or "Engineering Services" or "Architectural Services" or "Survey Services" means the professional services, labor, materials, supplies, testing and other acts or duties required of the CONSULTANT under this Agreement, together with Additional Services as CLIENT may request and evidenced by a supplemental agreement pursuant to the terms of this Agreement.
- 1.8 "Services" is a description of the required work as shown in **Exhibit 1**.

SECTION 2 – RESPONSIBILITIES OF CONSULTANT

- 2.1 SCOPE OF SERVICES: The CONSULTANT shall furnish and perform the various Professional Services of the Project to which this Agreement applies, as specifically provided in **Exhibit 1** for the completion of the Project.
- 2.2 GENERAL DUTIES AND RESPONSIBILITIES
 - 2.2.1. **Personnel:** The CONSULTANT shall assign qualified personnel to perform professional Services concerning the Project. At the time of execution of this Agreement, the parties anticipate that the following individual will perform as the principal point of contact on this Project.

Name: _____
Address: _____
Phone: _____

- 2.2.2. **Standard of Care:** In the performance of professional Services, CONSULTANT will use that level of care and skill ordinarily exercised by reputable members of CONSULTANT's profession currently practicing in the same locality under similar conditions.
- 2.2.3. **Independent Contractor:** The CONSULTANT is an independent contractor and as such is not an employee of the Client.
- 2.2.4. **Insurance:** CONSULTANT will maintain insurance for this Agreement, as specifically provided in **Exhibit 2**.
- 2.2.5. **Subcontracting of Service:** The CONSULTANT shall not subcontract or assign any of the Services to be performed under this Agreement without first obtaining the approval of the Client regarding the Services to be subcontracted or assigned and the firm or person proposed to perform the Services. Neither the CLIENT nor the CONSULTANT shall assign any rights or duties under this Agreement without the prior consent of the other party.
- 2.2.6. **Endorsement:** When applicable, the CONSULTANT shall sign and seal final plans, specifications, estimates and data furnished by the CONSULTANT according to Kansas Statutes and Rules and Regulations.
- 2.2.7. **Force Majeure:** Should performance of Services by CONSULTANT be affected by causes beyond its reasonable control, Force Majeure results. Force Majeure includes, but is not restricted to, acts of God; acts of a legislative, administrative or judicial entity; fires; floods; labor disturbances; epidemics; and unusually severe weather. CONSULTANT will be granted a reasonable time extension and the parties will negotiate an equitable adjustment to the price of any affected Work Order, where appropriate, based upon the effect of the Force Majeure on performance by CONSULTANT.
- 2.2.8. **Inspection of Documents:** The CONSULTANT shall maintain Project records for inspection by the CLIENT during the contract period and for five (5) years from the date of final payment.

SECTION 3 – CLIENT RESPONSIBILITIES

3.1 GENERAL DUTIES AND RESPONSIBILITIES

- 3.1.1. **Communication:** The CLIENT shall provide to the Consultant information and criteria regarding the CLIENT's requirement for the Project; examine and respond in a timely manner to the Consultant's submissions and give notice to the Consultant whenever the CLIENT observes or otherwise becomes aware of any defect in the Services. The CLIENT represents that all information they provide is accurate. CONSULTANT'S review and use of the information will be to the standard of care and any delays or additional costs due to inaccurate information will be the responsibility of the CLIENT.
- 3.1.2. **Access:** The CLIENT will provide access agreements for the Consultant to enter public and private property when necessary.
- 3.1.3. **Duties:** The CLIENT shall furnish and perform the various duties and Services in all phases of the Project which are outlined and designated in Exhibit 1 as the CLIENT's responsibility.
- 3.1.4. **Program and Budget:** The CLIENT shall provide full information stating the CLIENT's objectives, schedule, budget with reasonable contingencies and necessary design criteria so that CONSULTANT is able to fully understand the project requirements.

- 3.1.5. **Testing:** Any additional tests required to supplement the Scope of Services or tests required by law shall be furnished by the CLIENT.
- 3.1.6. **Legal, Insurance, Audit:** The CLIENT shall furnish all legal, accounting and insurance counseling Services as may be necessary at any time for the Project. The CLIENT shall furnish all bond forms required for the Project.
- 3.1.7. **Project Representative:** The CLIENT will assign the person indicated below to represent the CLIENT in coordinating this Project with the CONSULTANT, with authority to transmit instructions and define policies and decisions of the CLIENT.

Name: _____
Address: _____
Phone: _____

SECTION 4 – PAYMENT

4.1 COMPENSATION

- 4.1.1. **Fee and Expense:** The CLIENT agrees to pay the CONSULTANT a fee based on the actual hours expended on the Project at the rates indicated in the attached Fee Schedule; Exhibit 3 and the actual reimbursable expenses permitted under this Agreement and incurred on the Project. This fee is based on the scope of Services outlined in Exhibit 1 of this Agreement. Payment is due within thirty (30) days of billing by the CONSULTANT and any late payment will incur an interest charge of one (1) percent per month.
- 4.1.2. **Hourly Rate:** Any Additional Services which are not set forth in this Agreement will be charged on the basis of the hourly rate schedule attached hereto as Exhibit 3. No Additional Services or costs shall be incurred without proper written authorization of the CLIENT.
- 4.1.3. **Reimbursable Expenses:** Reimbursable expenses shall be charged following approval by CLIENT. Reimbursable expenses include, but are not limited to, expenses of transportation in connection with the Project; expenses in connection with authorized out-of-town travel; expenses of printing and reproductions; postage; expenses of renderings and models requested by the CLIENT and other costs as authorized by the CLIENT.
- 4.1.4. **Billing:** CONSULTANT shall bill the CLIENT monthly for services and reimbursable expenses according to **Exhibit 3**. The bill submitted by CONSULTANT shall itemize the services and reimbursable expenses for which payment is requested, notwithstanding any claim for interest or penalty claimed in a CONSULTANT's invoice. The CLIENT agrees to pay within thirty (30) days of billing by the CONSULTANT and any late payment will incur an interest charge of one and (1) percent per month.
- 4.1.5. **Change in Scope:** For modifications in authorized scope of services or project scope and/or modifications of drawings and/or specifications previously accepted by the CLIENT, when requested by the CLIENT and through no fault of the CONSULTANT, the CONSULTANT shall be compensated for time and expense required to incorporate such modifications at CONSULTANT's standard hourly rates per Exhibit 3. CONSULTANT shall correct or revise errors or deficiencies in its designs, drawings or specifications without additional compensation when due to CONSULTANT's negligence, error or omission.

- 4.1.6. **Supplemental Agreement:** This Agreement may be amended to provide for additions, deletions and revisions in the Services or to modify the terms and conditions thereof by written amendment signed by both parties. The contract price and contract time may only be changed by a written supplemental agreement approved by the CLIENT, unless it is the result of an emergency situation, in which case the CLIENT may give verbal, e-mail or facsimile approval which shall be the same as written and approved supplemental agreement.

SECTION 5 – MUTUAL PROVISIONS

5.1 TERMINATION

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

The CONSULTANT reserves the right to terminate this Agreement based on any material breach by the CLIENT, but only upon giving notice to CLIENT of the alleged breach and providing CLIENT thirty (30) days to cure such alleged breach.

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

- 5.1.2. **Compensation for Convenience Termination:** If CLIENT shall terminate for its convenience, as herein provided, CLIENT shall compensate CONSULTANT for all Services completed to date prior to receipt of the termination notice.
- 5.1.3. **Compensation for Default Termination:** If the CLIENT shall terminate for cause or default on the part of the CONSULTANT, the CLIENT shall compensate the CONSULTANT for the reasonable cost of Services completed to date of its receipt of the termination notice. Compensation shall not include anticipatory profit or consequential damages, neither of which will be allowed.
- 5.1.4. **Incomplete Documents:** Neither the CONSULTANT, nor its subconsultant, shall be responsible for errors or omissions in documents which are incomplete as a result of an early termination under this section, the CONSULTANT having been deprived of the opportunity to complete such documents and certify them as ready for construction and/or complete.

5.2 DISPUTE RESOLUTION

- 5.2.1. If a claim, dispute or controversy arises out of or relates to the interpretation, application, enforcement or performance of Services under this Agreement, CONSULTANT and CLIENT agree first to try in good faith to settle the dispute by negotiations between senior management of CONSULTANT and CLIENT. If such negotiations are unsuccessful, CONSULTANT and CLIENT agree to attempt to settle the dispute by good faith mediation. If the dispute cannot be settled through mediation, and unless otherwise mutually agreed, the dispute shall be settled by litigation in an appropriate court in Kansas. Except as

otherwise provided herein, each party shall be responsible for its own legal costs and attorneys' fees.

5.3 OWNERSHIP OF INSTRUMENTS OF SERVICE

5.3.1. Reports, drawings, plans or other documents (or copies) furnished to CONSULTANT by the CLIENT shall, at CLIENT's written request, be returned upon completion of the Services hereunder. Reports, drawings, plans, documents, software, field notes and work product (or copies thereof) in any form prepared or furnished by CONSULTANT under this Agreement are instruments of service. Exclusive ownership, copyright and title to all instruments of service remain with CONSULTANT. CLIENT is hereby granted a License to Use instruments of service with use limited to use on this project. The instruments of service are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the work or on any other project.

5.4 INDEMNIFY AND HOLD HARMLESS

5.4.1. CLIENT shall indemnify and hold CONSULTANT, its officers and employees harmless from and against any claim, judgment, demand or cause of action to the extent caused by: (i) CLIENT's breach of this Agreement; (ii) the negligent acts or omissions of CLIENT or its employees, contractors or agents.

5.4.2. CONSULTANT shall indemnify and hold CLIENT and its employees and officials from loss to the extent caused by: (i) CONSULTANT'S breach of this Agreement; (ii) incurred as a result of the negligence, errors or omissions of the CONSULTANT, its officers or employees in performance of Services pursuant to this Agreement.

5.5 ENTIRE AGREEMENT

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

5.6 APPLICABLE LAW

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

5.7 ASSIGNMENT OF AGREEMENT

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

5.8 NO THIRD PARTY BENEFICIARIES

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

5.9 COMPLIANCE WITH LAWS

5.9.1 CONSULTANT shall abide by known applicable federal, state and local laws, ordinances and regulations applicable to this Project until the Consulting Services required by this Agreement are completed consistent with the Professional Standard of Care. CONSULTANT

shall secure occupational and professional licenses, permits, etc., from public and private sources necessary for the fulfillment of its obligations under this Agreement.

5.10 TITLES, SUBHEADS AND CAPITALIZATION

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

5.11 SEVERABILITY CLAUSE

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

5.12 FIELD REPRESENTATION

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

5.13 HAZARDOUS MATERIALS

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

5.14 AFFIRMATIVE ACTION

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

5.15 SPECIAL PROVISIONS

5.15.1. Special Provisions may be attached and become a part of this agreement as **Exhibit 4**.

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

CONSULTANT:

CLIENT:

(Firm Name)

**City of Edgerton,
Kansas**

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

END OF CONSULTANT-CLIENT AGREEMENT

EXHIBIT 1
SCOPE OF SERVICES

EXHIBIT 2

CITY OF EDGERTON, KS INSURANCE REQUIREMENTS FOR DESIGN & CONSULTING SERVICES - 2020

Consultant shall procure and maintain at its sole cost and expense, the following insurance coverage for the duration of the project and for a period of at least two (2) years (five years for professional liability insurance) following termination of this agreement, with minimum acceptable limits as follows:

(1) COMMERCIAL GENERAL LIABILITY

\$1,000,000 Per Occurrence

\$2,000,000 Aggregate

Coverage shall be written on ISO occurrence form CG 0001 or equivalent. Endorsements or policy provisions that limit contractual liability are not acceptable. It shall also name City, its officers, officials, employees, and agents as additional insureds on a primary basis, not contributing with any insurance maintained by the additional insured, using ISO additional insured endorsement CG 2010, or its equivalent, copies of which are required to be attached to the certificate of insurance.

(2) WORKERS COMPENSATION - STATUTORY & EMPLOYERS LIABILITY

\$100,000 Each Accident

\$500,000 Policy Limit - Disease

\$100,000 Each Employee – Disease

Coverage shall apply to all workers and employees related to the work, including sole proprietors, partners, members of an LLC, and officers of a corporation, regardless of whether or not such persons come under the statutory requirements to carry this coverage. Firms domiciled outside the state of Kansas must have "other states" coverage in effect.

(3) PROFESSIONAL LIABILITY / ERRORS & OMISSIONS

\$1,000,000 Per Claim

\$2,000,000 Aggregate

This coverage, shall apply to actual or alleged negligent wrongful acts, errors or omissions resulting in claim(s) for damages related to the work involving the operations of Consultant, and/or its sub-Consultant(s) if any are utilized in the completion of the work. If such policy is "claims-made" form, the retroactive date must be shown and must be before the date of the Agreement or the beginning of work set forth in the Agreement. This insurance must be maintained and evidence of insurance must be provided for at least Five (5) years after termination of this Agreement. If coverage is canceled or non-renewed and not replaced with another "claims-made" policy form with a Retroactive Date prior to the Agreement effective date, Consultant must purchase "extended reporting period" (tail) coverage for a minimum period representing at least Five (5) years after termination of this agreement.

CITY OF EDGERTON, KS
INSURANCE REQUIREMENTS FOR DESIGN & CONSULTING SERVICES – 2020, CONT'D

(4) WAIVER OF SUBROGATION

Consultant, and in addition, its insurers, through policy endorsement, and to the fullest extent permitted by law, waives all rights against City, its officers, officials, employees, and agents for recovery of damages to the extent that these damages are covered by commercial general liability, commercial umbrella liability, business auto liability or workers compensation and employers liability insurance maintained per the requirements stated above.

(5) CERTIFICATE OF INSURANCE

Prior to commencing the work, Consultant shall furnish an acceptable certificate(s) of insurance, identifying insurers that write Consultant's coverages, with minimum Best's Guide Rating of A- and Class VIII or better, and authorized to do business in the state of Kansas. Certificate will evidence the required coverage and endorsements stated above. Should any of the above described policies be cancelled or non-renewed, the City shall first be provided 30 days prior written notice, except 10 days for non-payment of premium. This cancellation provision shall be indicated on the certificate of insurance. City also reserves the right to obtain copies of Consultant's policies to validate coverage in effect if certificates are ambiguous. Annually, Consultant agrees to provide a new/replacement formal certificate of insurance five (5) days prior to the expiration date. If any portion of the work is to be subcontracted, Consultant shall require that the subcontracted Consultant(s) shall comply with the same indemnification agreement terms and be required to provide and maintain all insurance coverages and provisions as stated above, with a formal certificate of insurance acceptable to City evidencing same. Self-Insured retentions must be declared to and approved by City. If consultant is self-insured for any of the above coverages, such self-insurance must be approved by City, which may require written guarantees for payment of self insured

losses and related investigation, administration, and defense costs. And it must provide claims handling procedures acceptable to the City. Acceptance of any certificate that does not comply with the above requirements shall not operate as a waiver of Consultant's obligations hereunder. And the fact that insurance is obtained by Consultant shall not be deemed to release or diminish the liability of Consultant including, without limitation, liability under the indemnity provisions of this contract. Damages recoverable by City shall not be limited by the amount of the required insurance coverage. Consultant shall notify City in writing as soon as possible after any occurrence that could potentially lead to any lawsuit and/or after it receives notice or knowledge of any demand, claim, cause of action, lawsuit, or action arising out of the work performed under this contract.

EXHIBIT 3
COST AND SCHEDULE

EXHIBIT 4
SPECIAL PROVISIONS

City Council Action Item

Council Meeting Date: October 19, 2023

Department: Public Works

Agenda Item: Consider Amendment #1 to Agreement With Tetra Tech for 2023 CDBG – 1st and Hulett Sanitary Sewer Rehabilitation Project

Background/Description of Item:

On May 12, 2022 City Council approved the submission of an application to Johnson County for the 1st and Hulett Sanitary Sewer Project for Community Development Block Grant (CDBG) funding.

On February 9, 2023, City Council approved the contract with Tetra Tech for the design of the project.

On August 10, 2023 City Council approved the concurrence to bid.

On August 24, 2023, City Council approved the contract with RIC for construction inspection services.

The funding source for the project is identified as the Sewer Fund as well as the CDBG funding, by the CIP and rollover from 2021 CDBG funding. On September 28, 2023, City Council approved the Award for the construction phase of the project to Havens Construction Company. During that Council Meeting the budget was updated to account for the construction estimate, additional CDBG funding, rollover from the 2021 CDBG project, and a decrease in Sewer Fund. The updated budget also included an additional scope of work during the construction phase for Tetra Tech.

If approved, staff anticipates the construction phase of Tetra Tech's work will begin immediately in 2023. The construction phase scope would include project administration, coordination with the contractor, review of construction CCTV, final inspection, etc. The method of design proposed by Tetra Tech includes finalizing design and recommendations based on the CCTV inspection footage provided by the contractor at the beginning of construction.

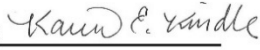
Staff recommends City Council approve Amendment #1 to include the additional construction phase scope of work to the contract with Tetra Tech. This increase is within the project budget. A summary of the Agreement changes below.

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

Funding Source: Sewer Fund: \$47,937.45
CDBG: \$108,488.37
Rollover from 2021 CDBG: \$157,383.18

Budget Allocated: \$314,264

Finance Director Approval:

x 
Karen Kindle, Finance Director

Recommendation: Approve Amendment #1 to Agreement With Tetra Tech for 2023 CDBG – 1st and Hulett Sanitary Sewer Rehabilitation Project in the Amount of \$15,600.00, Pending Approval From City Attorney and Authorizing The Mayor to Execute the Agreement

Enclosed: Amendment #1 Supporting Documents

Prepared by: Holly Robertson, PE, CIP Project Manager
Dan Merkh, Public Works Director



October 10, 2023

City of Edgerton, KS Public Works
Attn: Holly Robertson
404 East Nelson
Edgerton, KS 66021

Re: 1st and Hulett Sanitary Sewer Rehabilitation – Construction Phase Services Amendment

Dear Ms. Robertson,

This letter is regarding *1st and Hulett Sanitary Sewer Rehabilitation Project No. SAN0001-23*. Tetra Tech was previously under contract with the City of Edgerton to provide design phase services and is requesting an amendment to provide construction management services for the project.

The referenced project is scheduled to begin construction in October 2023. Tetra Tech has provided a scope of services (see Attachment A) including project administration, construction schedule review, pay application review, review of requests for information, assisting with work change directives and change orders, reviewing post construction CCTV, tracking construction progress, attending progress meetings and completing final walk throughs. The proposed amendment also includes a fee for compiling record drawings to reflect final work completed as part of the construction. The total fee for construction phase services is \$13,300.

The proposed amendment also includes \$2,300 for work completed during the design phase that was beyond the original project scope. This included revising bid alternates, plans and specifications to include open cut replacement of pipe north of Nelson Street, coordination with APWA KC Chapter to obtain current APWA specifications, and posting bid documents to Drexel.

The total amendment amount requested is \$15,600. Attachment B is a breakdown of the labor hours for each task which was used to determine our fee. Tetra Tech appreciates the opportunity to assist you with this project and we look forward to continuing our services through the construction phase. If you have any questions regarding this amendment request, please contact me at (816) 412-1758 or via email at bridget.harper@tetrattech.com.

APPROVAL RECOMMENDED

CITY APPROVAL

A handwritten signature in blue ink that reads 'Bridget Harper'.

Consultant Project Manager 10-10-2023
Date

City's Representative Date

City Project Manager Date

☒ Attachments

Attachment A – Scope of Services

Task 5.0 Construction Documents

5.1 Final Plans

Revise bid alternates to include open cut replacement of pipe north of Nelson St. Changes to plan sheets and title sheet.

5.2 Specifications

Revised bid form and project descriptions to match final bid alternates. Coordination with APWA KC Chapter to obtain current APWA specifications. Update front end documents to match current City standard. Revised bid date information and posted bid documents to Drexel.

Task 6.0 Bid Phase Services (No changes to original scope).

Task 7.0 Construction Phase Project Management

7.1 Project Administration

The ENGINEER shall coordinate the overall work of the project to include all field inspections, engineering analysis, and design; and oversee the work of all subconsultants engaged in such activities. Provide administration of subconsultant agreements and subconsultant work including deliverables, subcontractor invoicing, and schedule maintenance. The ENGINEER shall provide monthly progress reports that will show the percent completion of each task, overall project percent completion, time expended, and budget expended.

Task 8.0 Construction Administration

The CITY's project manager will act as the primary point of contact with the CONTRACTOR. Verbal communication with the CONTRACTOR, if needed, shall be as authorized by the CITY's project manager. All contractual written communication regarding scope, schedule and costs with the CONTRACTOR will be authorized by the CITY's project manager. Other project and field related written communications, such as RFI's, Shop Drawings, etc. can be submitted between the CONTRACTOR and ENGINEER and all written communication of any kind shall be copied to the CITY's project manager. All major project decisions related to potential design modification, construction schedule extensions, and contract price adjustments must be approved in writing by the CITY.

8.1 Contractor's Schedules

1. ENGINEER shall review and provide comments to CITY on CONTRACTOR's schedule of values and advise CITY as to acceptability.
2. ENGINEER shall receive and review the CONTRACTOR's initial schedule of estimated monthly payments and advise CITY as to its acceptability.
3. ENGINEER shall receive and review the CONTRACTOR's initial schedule of shop drawing submissions and advise CITY as to its acceptability.
4. ENGINEER shall receive, review and comment on the CONTRACTOR'S base line and monthly construction schedules. ENGINEER's review shall be for general conformity to the requirements for scheduling requirements defined in the Construction Contract Documents, to determine if the CONTRACTOR'S construction schedule, activity sequence and construction procedures include construction sequencing and any special conditions such as applicable for CITY to keep existing facilities in operation as specified in the Construction Contract documents. ENGINEER shall summarize the review comments related to each

schedule submittal and submit them to the CITY for consideration, input and acceptance. Review comments acceptable to the CITY shall be transmitted to CONTRACTOR.

8.2 Submittals

ENGINEER shall receive, review, and approve submittals and data submitted by the CONTRACTOR as required by the Construction Contract Documents. CITY shall approve all product materials which are different than the materials shown in the Construction Contract Documents prior to sending approved submittals to the CONTRACTOR. ENGINEER's review and approval shall be to determine if the items covered by the submittals will, after installation or incorporation into the work, conform to the information given in the Construction Contract Documents and be compatible with the design concept of the completed project as a functioning whole as indicated by the Construction Contract documents.

1. ENGINEER will respond to submittals within fourteen (14) consecutive calendar days for final approval.
2. Upon completion of its review of each submittal, the ENGINEER will retain one (1) copy for its records.
3. To establish the basis for ENGINEER's compensation, up to 16 submittals, including re-submittals, are budgeted to be reviewed as part of the Scope of Services. Reviews of submittals shall be limited to the review of the first initial submittal and one re-submittal, if required, for each specification section.

8.3 Payment Requisitions

ENGINEER shall review the Application for Payment and accompanying supporting documentation for compliance with Construction Contract Documents and CITY's established procedures. Review shall include cross-checking receipt of required test or post-installation documentation that is required prior to payment. ENGINEER shall review the Application for Payment noting particularly the relation to the Schedule of Values, work completed, and materials and equipment delivered at the site but not incorporated in the work.

ENGINEER shall review the Final Application for Payment submitted by CONTRACTOR and accompanying documentation as required by the Construction Contract Documents and provide comments to the CITY.

8.4 Interpretations of Contract Documents

ENGINEER shall issue with reasonable promptness written clarifications or interpretations (which may be in the form of Drawings) of the requirements of the Construction Contract Drawings and Specifications. Interpretation of documents prepared by the CITY shall be performed by the ENGINEER in coordination with CITY project manager. ENGINEER's interpretations, proposed responses to RFIs, and clarifications shall be provided to the CITY for review and distribution of final version by the CITY to the CONTRACTOR, ENGINEER and RPR.

8.5 Assist in Evaluation WCDs and COs

ENGINEER shall assist CITY in developing and evaluating work change directives and change order requests submitted by the CONTRACTOR or initiated by ENGINEER's issuance of request for proposal. ENGINEER shall evaluate the construction cost and schedule impact of each change order and/or work change directive request. ENGINEER shall assist with determining a fair price for the work and evaluating the potential impact of each work change directive or change order request on the CONTRACTOR's construction schedule. ENGINEER shall review change order and work change directive requests and cost proposals prepared by the CONTRACTOR for the contemplated work. ENGINEER shall prepare a written recommendation stating the reason for each change order and work change directive request and recommended action by CITY. ENGINEER shall assist CITY with negotiation of change order and work change directive requests with CONTRACTOR prior to CONTRACTOR's start of work defined in each change order and work change directive request. If the CITY determines that CONTRACTOR must competitively bid certain subcontractor work covered under a change order and work change directive request, ENGINEER shall review bids of the CONTRACTOR and provide a written recommendation of those bids to the CITY. To establish basis for ENGINEER's compensation, up to two (2) change order or work change directive requests are budgeted to be evaluated and prepared per

construction contract. CITY shall execute all work change directives and change orders covering changes in the work, changes in the contract price or contract times for work defined in change order and work change directive requests and agreed upon by CITY and CONTRACTOR.

8.6 Post-Construction CCTV Review

ENGINEER shall review up to 4,000 linear feet of the Contractor's final completion post-lateral rehabilitation CCTV submittal package prior to achievement of full operation, including all lateral post-rehabilitation CCTV records, as submitted by the CONTRACTOR at the end of the project for final acceptance. ENGINEER shall provide a summary of the condition of the CCTV inspected assets and any defects recorded.

8.7 Progress Meetings

ENGINEER shall attend the preconstruction conference and up to 4 virtual monthly progress meetings with CITY and CONTRACTOR when necessary, to review and discuss construction procedures and progress scheduling, construction administration procedures and other matters concerning the project. ENGINEER shall be required to distribute agendas in advance of the meeting, keep notes of the meeting, and distribute notes for comment prior to issuing final meeting notes to all parties in attendance.

8.8 Work Tracker Updates

ENGINEER will review weekly progress with CONTRACTOR and update the construction work tracking spreadsheet. Any changes resulting from RFIs, WCDs and COs will also be updated in the work tracker to facilitate pay application review.

8.9 Substantial Achievement of Full Operation Review and Final Completion Inspection

Achievement of Full Operation: Before ENGINEER reviews CONTRACTOR's progress towards Achievement of Full Operation, and after CONTRACTOR certifies project is ready for Achievement of Full Operation, CITY'S RPR shall provide the ENGINEER with an opinion as to the project's readiness. ENGINEER shall conduct review of Achievement of Full Operation in the company of the CITY and CONTRACTOR. ENGINEER shall prepare a punch list of items to be completed or corrected by the CONTRACTOR. The punch list shall be submitted to the CITY for review and approval prior to distribution by the CITY.

Final Completion: ENGINEER shall conduct Final Completion inspection in the company of the CITY and CONTRACTOR. ENGINEER shall verify that all items on punch list have been completed or corrected and make recommendations to the CITY concerning final acceptance. ENGINEER shall provide CITY a listing of assets to be inspected by the CITY during the warranty period.

8.10 Construction Record Drawings

Upon Achievement of Full Operation and the CONTRACTOR's submittal of record drawing markups, ENGINEER shall prepare a set of construction record drawings showing record information based on the drawings and other record documents furnished by the CONTRACTOR and the CITY's RPR that show changes to original drawings made during construction. ENGINEER is not responsible for any errors or omission in the information from others that is incorporated into the record drawings. ENGINEER shall provide one full size copy, and electronic versions in PDF and AutoCAD in accordance with the City's electronic requirements.

Compensation:

Tetra Tech's compensation for performing the basic scope of services will be paid on a lump sum basis according to the following tasks:

Task No./Description	Task Fee
Task 5.0 Construction Documents	\$2,300
Task 7.0 Construction Phase Project Management	\$500
Task 8.0 Construction Administration	\$12,800
Total	\$15,600

A breakdown of hours by task is provided in Attachment B.



Labor Plan

Labor Plan

3 Resource

1st and Hulett Sanitary Sewer Rehabilitation

Sewer and manhole rehabilitation

Client: City of Edgerton

Contract Type: Fixed Price

Project Phases / Tasks	Schedule			Total Labor Hrs	Project Manager	Project Engineer	CAD Designer
	From	Thru	Months				
				120	28	76	16
5.0 Construction Documents				20	4	8	8
5.1 Final Plans	08/01/23	08/31/23	1.0	12	2	2	8
5.2 Specifications	08/01/23	08/31/23	1.0	8	2	6	
6.0 Bid Phase Services				-			
7.0 Construction Phase PM				2	2	-	-
7.1 Project Administration	09/30/23	12/31/23	3.0	2	2		
8.0 Construction Administration	09/30/23	12/31/23	3.0	98	22	68	8
8.1 Contractor's Schedule	09/30/23	12/31/23	3.0	4	2	2	
8.2 Submittals (up to 16)	09/30/23	12/31/23	3.0	18	2	16	
8.3 Payment Requisitions	09/30/23	12/31/23	3.0	5	1	4	
8.4 Interpretations of Contract Documents	09/30/23	12/31/23	3.0	9	1	8	
8.5 Assist in Evaluation of WCDs and Cos	09/30/23	12/31/23	3.0	3	1	2	
8.6 Post Construction CCTV Review	09/30/23	12/31/23	3.0	7	1	6	
8.7 Progress Meetings	09/30/23	12/31/23	3.0	8	4	4	
8.8 Work Tracker Updates	09/30/23	12/31/23	3.0	20	4	16	
8.9 Substantial and Final Completion Inspection	09/30/23	12/31/23	3.0	10	4	6	
8.10 Construction Record Drawings	09/30/23	12/31/23	3.0	14	2	4	8
Totals	08/01/23	12/31/23	4.9	120	28	76	16

City Council Action Item

Council Meeting Date: October 19, 2023

Department: Administration

Agenda Item: Consider Resolution No. 10-19-23A Authorizing a Special Event Permit for Trunk or Treat, an event within the City of Edgerton, Kansas

Background/Description of Item:

The City has received a special event permit application from Scott Williams of Scott's One Stop Shot, LLC for a proposed Trunk or Treat event to be held Tuesday, October 31, 2023 in Downtown Edgerton. Below is a summary of the proposed event details as provided in the application.

Description: A car show celebrating Halloween allowing people of all ages to trick or treat out of trunks of cars. Although original application references participation by food and other merchants, staff has confirmed with the applicant that no additional vendors will be present. The applicant is renting a bounce house for the event.

Expected participants: approximately 250 participants with 12 event support personnel.

Alcohol: None

Noise: Music from a Bluetooth speaker

Type of event: For-profit event. Although application also references a portion of proceeds would be donated to Wigs for Kids.

Request for City

- Close Nelson Street (East 3rd Street to East 4th Street) from 5:30 PM to 10:00 PM [requires separate resolution]
- Play amplified noise from 5:30 PM to 9:30 PM [requires separate resolution]

Requirements

- Hold Harmless/Indemnification - signed
- Insurance – submitted and approved after reviewed by City's Insurance Representative. Required changes completed.

Public Sanitation

- Application references both store restrooms and Gardner Disposal. However, does not provide additional details.

Unresolved City Requirements

- Community Notification – Applicant has not provided copies of written notification or personal logs of notification of surrounding businesses. Staff recommends this be completed by October 20th and submitted to the City in order to consider issuing the permit.
- Confirmation of the City being an additionally insured entity on the insurance of the bounce house at the event.
- Public Sanitation plan. Applicant should provide written plan for trash disposal and restrooms for the event prior to issuing the permit.

Enclosed draft Resolution No. 10-19-23A would authorize the Special Event Permit, with the following stipulations:

- No sale nor consumption of alcoholic liquor shall be allowed
- Public sanitation measures must be ensured for trash and restrooms
- Any and all vendors must adhere to all rules and regulations
- Amplified music and speaking are allowed between the hours of 5:30 pm and 9:30 pm on October 31, 2023
- To ensure pedestrian safety, streets requested to be closed are done so between the hours of 5:30 pm and 10:00 pm on October 31, 2023
- Event is only between the hours of 6:30 pm and 9:30 pm on October 31, 2023

Due to the unresolved requirements listed above, staff would recommend, if City Council desires to grant the special event permit, that they authorize the Mayor to sign the permit if all items are resolved by **October 20, 2023**. ***Extended original recommended deadline from October 18 to give applicant additional time to complete***

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

Funding Source: N/A

Budget Allocated: N/A

Finance Director Approval: N/A

Recommendation: Approve Resolution No. 10-19-23A Authorizing a Special Event Permit within the City of Edgerton, Kansas and Authorize the Mayor to Issue Special Event Permit Pending Resolution of all City Requirements by **October 20, 2023**

Enclosed: Draft Resolution No. 10-19-23A
Special Event Permit Application

Prepared by: Meagan Borth, Assistant City Administrator

RESOLUTION NO. 10-19-23A

A RESOLUTION AUTHORIZING A SPECIAL EVENT PERMIT ON CERTAIN PUBLIC PROPERTY WITHIN THE CITY OF EDGERTON, KANSAS

WHEREAS, Scott's One Stop Shop, LLC., is holding a car show and Halloween celebration called Trunk or Treat in the Street for the public on October 31st, 2023 in the City of Edgerton, Kansas; and

WHEREAS, Article 5 of Chapter III of the Code of the City of Edgerton requires that an entity desiring to utilize public property for an event must apply and obtain a Special Event Permit from the City.

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

SECTION ONE: Special Event Permit Authorized: That the Governing Body does hereby authorize the City Clerk, in accordance with Article 5 of Chapter III of the Edgerton City Code, to issue Scott's One Stop Shop, LLC., a Special Event Permit for Trunk or Treat in the Street per the requirements contained within Article 5 and with the following additional stipulations:

- No sale nor consumption of alcoholic liquor shall be allowed
- Public sanitation measures must be ensured for trash and restrooms
- Any and all vendors must adhere to all rules and regulations
- Amplified music and speaking are allowed between the hours of 5:30 pm and 9:30 pm on October 31, 2023
- To ensure pedestrian safety, streets requested to be closed are done so between the hours of 5:30 pm and 10:00 pm on October 31, 2023
- Event is only between the hours of 6:30 pm and 9:30 pm on October 31, 2023

SECTION TWO - 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 19TH DAY OF OCTOBER 2023.

ATTEST:

CITY OF EDGERTON, KANSAS

Alexandria Clower, City Clerk

By: _____
Donald Roberts, Mayor

APPROVED AS TO FORM:

Lee W. Hendricks City Attorney

Event Name: TRUNK OR TREAT IN THE STREETPrimary Contact Name: Scott Williams Phone: 913-3750593Email Address: SCOTTSONESTOPSHOPLLC@GMAIL.COMAre you the contact for day of the event? ☒ Yes ☐ No

If no, please provide contact name and phone: _____

Sponsoring Organization/Event Operator: SCOTT'S ONE STOP SHOP LLCAddress: 100 W. McDONALD ST. EDGERTON, KS 66021 Email: SCOTTSONESTOPSHOPLLC@GMAIL.COMWebsite: WWW.SCOTTSONESTOPSHOP.COM**Event Information:**Event Date(s): OCTOBER 31ST 2023 Hours of Event: 1830-2130Requested Location(s): 3RD-4TH STREETS ON NELSONType of Event:
Circle all applicableFestival
Trade ShowParade
Car Show

Sports

Competition

Other: HALLOWEEN TRUNK OR TREAT
WIGS FOR KIDS FUNDRAISERIs this event for profit? ☒ Yes ☐ NoIf no, who is the beneficiary: PORTION OF PROCEEDS TO WIGS FOR KIDSEstimated number of participants*: 250 Estimated number of support personnel: 12

*Events in excess of 1,000 people may be required to have additional security and/or crowd control

Event description: TRUNK OR TREAT IN THE STREET WILL BE
A CAR SHOW CELEBRATING HALLOWEEN + ALLOWING PEOPLE OF
ALL AGES TO TRICK OR TREAT OUT OF THE TRUNKS OF CARS FOR HALLOWEENWill you be selling or serving alcohol/cereal malt beverages? ☐ Yes ☒ NoWill you have any food vendors? ☒ Yes ☐ NoWill you have any merchant vendors? ☒ Yes ☐ NoWill you have any non-commercial vendors? ☐ Yes ☒ No

If you checked any yes boxes, please fill out the vendor information on the following page

Do you need to close a publicly owned facility, street or sidewalk? ☒ Yes ☐ No

If yes, please specify which facility, streets, or sidewalk (list all and include date and times of closures): _____

3RD-4TH STREET ON NELSON OCTOBER 31ST, 2023 1730-2200Will there be amplified music or speaking? ☒ Yes ☐ NoIf yes, please specify dates and hours: OCTOBER 31ST 1730-2130

Vendor Information:

Alcohol Vendors

Total number of alcohol/cereal malt beverage vendors: N/A

Cereal Malt Beverage Permit Holder(s): _____

Temporary Permit for Alcohol Vendors # from Kansas Alcohol and Beverage Control: _____

Copy of temporary permit must be turned in to City Clerk prior to start of event and is not required at application

Vendor Contact Name/Company: PAT'S SALON Phone: _____

2nd Vendor Contact Name/Company: _____ Phone: _____

3rd Vendor Contact Name/Company: _____ Phone: _____

Please attach additional vendor contacts, if necessary

Description of alcohol control measures (beer garden, wristbands for 21+, etc): _____

Food Vendors

Total number of food vendors: 1

Vendor Contact Name/Company: MELT BOX ICE CREAM Phone: _____

2nd Vendor Contact Name/Company: _____ Phone: _____

3rd Vendor Contact Name/Company: _____ Phone: _____

Please attach additional vendor contacts, if necessary

Food Vendor License #(s) from Kansas Department of Agriculture: _____

Copy of license(s) must be turned in to the City Clerk prior to the start of event

Merchant Vendors

Total number of merchant vendors: _____

Vendor Contact Name/Company: WIGS FOR KIDS Phone: _____

2nd Vendor Contact Name/Company: PATTIE'S SALON Phone: _____

3rd Vendor Contact Name/Company: THE VILLAGE SHOP BE-KC Phone: _____

Please attach additional vendor contacts, if necessary NEXT LEVEL ROOFING

Public Sanitation Measures:

Depending on the size of your event, public sanitation measures may be required. Please describe your plans to handle trash and portable restrooms. Include contact information for any vendors.

STOPS RESTROOMS

GARDNER DISPOSAL / DUMPSTER

To the fullest extent permitted by law,

JAMES SCOTT WILLIAMS (SCOTT'S ONE STOP SHOP LLC) [hereafter referred to as OPERATOR and/or SPONSOR] shall indemnify, hold harmless and defend the City of Edgerton, hereafter referred to as the CITY, and all of its appointed and elected officials, agents, officials and employees from and against all claims, damages, losses and expenses, including but not limited to reasonable attorneys' fees arising out of or resulting from the conduct or management of the Special Event, known as

TRUNK OR TREAT IN THE STREET and any condition created in, about, or resulting from the Special Event or any accident, injury or damage whatsoever occurring in or at the Special Event, provided that any such claim, damage, loss or expense: (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting there from, and (b) is caused in whole or in part by any alleged act or omission of the OPERATOR / SPONSOR or anyone directly or indirectly employed or appointed by them or anyone for whose acts they may be liable, regardless of whether it is caused in part by the negligent act or omission of the CITY or any of its appointed and elected officials, agents, officials and employees. Notwithstanding the foregoing, the special event OPERATOR'S / SPONSOR'S obligation to indemnify the CITY or any of its appointed and elected officials, agents, officials and employees for any judgment, decree or arbitration award shall extend only to the percentage of negligence of the CITY in contributing to such claim, damage, loss and expense. In any and all claims against the CITY or any of its appointed and elected officials, agents, officials and employees, by any employee of the OPERATOR and/or SPONSOR, the indemnification obligation under this paragraph shall not be limited by any limitation on the amount or type of damages, compensation or benefits payable by or for OPERATOR and/or SPONSOR under workers compensation acts, disability benefit acts or other employee benefit acts. Such workers compensation policies or plans maintained on behalf of OPERATOR and/or SPONSOR shall waive subrogation against the CITY.

Date: 10/4/2023

James S. Williams
OWNER/OPERATOR
Title

STATE OF Kansas)

COUNTY OF Johnson

) ss:
)

BE IT REMEMBERED that on this 4 day of October, 2023, before me, the undersigned, a notary public in and for the County and State aforesaid, came Scott Williams - Scott's One Stop Shop of, Owner of who is personally known to me to be the person who executed, as such officer, the within instrument on behalf of said entity and such person duly acknowledged the execution of the same to be the voluntary act and deed of said entity.

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

My Commission Expires:

7/5/2026

Alexandria Clower
Notary Public



Event Equipment:

Please check equipment required (additional charges may apply):

- ☒ Traffic or Event Signage *not needed* ☐ Bleachers
☒ Barricades ☐ Tables
☐ Extension cord covers ☐ Chairs

Please check if you plan to have other Entertainment/Amusements:

*Attach additional description and/or proof of insurance

- ☐ Carnival rides ☐ Animals
☐ Fireworks ☒ Hired performers
☐ Stage ☒ Live Music
☒ Other (please specify): *Handwritten notes*

Information for Event Organizer

State Sales Tax Information: State of Kansas Tax Identification Numbers must be provided for all food and merchant vendors. Event sponsors are required to provide the Kansas Department of Revenue with notification of an event and a list of participating vendors.

Community Notification: Provide copy of written notification or log of personal contacts to notify surrounding residents/businesses of street closures, if applicable. Notification must be completed prior to consideration of special event application by the Governing Body.

Completion of Event/Clean Up: Event organizer is responsible for cleaning and disposing of refuse from event.

Insurance: The operator and sponsoring agency of a special event shall furnish an original copy of a certificate of insurance indicating the City as a certificate holder and executed within the previous ten (10) days. The certificate of insurance must provide evidence of occurrence form general liability insurance coverage of at least \$1,000,000 combine single limit per occurrence for bodily injury and property damage with a minimum aggregate limit of \$2,000,000 and shall include the City as an additional insured. The operator and sponsoring agency, if any, shall complete and submit a hold harmless and indemnification agreement for review and approval by City officials.

Applicant's Statement of Agreement

Everything stated on this application is true and correct to the best of my knowledge. I further understand that the facilities for this event must be in compliance with all the City regulations (including adopted codes by reference). It is further understood that failure to comply with these regulations may result in permission to operate being withheld until all codes are met. I understand this permit, if granted, is not transferable and is revocable at any time at the discretion of the City of Edgerton.

I agree to abide by the provisions in this application and regulations of the City of Edgerton.

Name of Applicant and Title (please print) JAMES S. WILLIAMS

Signature *James S. Williams* Date 9-29-2023

Application Checklist: (Attach required documents)

- ☒ List of services requested from the City
- ☒ Description of publicly owned property for event
- ☒ Map of event (show vendor areas, stage, carnival, beer garden, etc.)
- ☒ Description of Amusement/Entertainment
- ☐ Operators' Certificates of Insurance (includes entertainment/amusement companies)
- ☒ Sponsoring Agency's Certificate of Insurance
- ☒ Completed indemnification statement
- ☐ Site/Route/Staging/Parking Map (including by not limited to:)
 - Main Entrances/Exits *N/A*
 - Street/Sidewalk closures → *Nelson Street - closed to traffic street + sidewalk only. End to E 4th Street.*
 - Barricades →
 - Traffic Signs *N/A*
 - Assembly areas
 - Fire hydrant locations
 - Food Vendor Fire Extinguishers, with minimum rating of 2A10BC
 - Extension Cord Locations for food production or other portable equipment (minimum 12-gauge cords required)
 - Fire Department Vehicle Access Locations (20-feet wide minimum)
 - Parking/No Parking Areas
- ☐ Emergency Plan for reporting police, fire or medical emergencies
- ☐ Food Vendor License from KS Department of Agriculture (if applicable)
- ☒ Temporary Permit for Alcohol Vendors from Kansas Alcohol and Beverage Control (if applicable) *N/A*
no alcohol.
- ☐ Retailers' Sales Tax Registration Event Certificate (if applicable)
- ☒ State of Kansas Tax Identification Numbers for all food and merchant vendors
- ☐ Application Fee

- yes to selling food + beverage

- no alcohol.

- street closure 5:30 - 10 PM.

OFFICE USE ONLY:

Received by: _____ Date: _____

Application Fee Paid Date: _____ Receipt Number: _____

Required documents? ☐ Map ☐ Indemnification ☐ Vendor Licenses ☐ Insurance

☐ Emergency Plan ☐ Site/Staging Plan

Requested public equipment approved? ☐ Bleachers ☐ Tables/chairs

Requested public street, facility, or sidewalk approved? ☐ Yes ☐ No

Council Review Date of application: _____

Ord. # for Special Event: _____ Ord. # for Street/Sidewalk/Facility Closure: _____

Ord. # for Noise Waiver: _____ Ord. # for Public Alcohol Waiver: _____

State of Kansas Tax Identification Numbers for Merchant Vendors

- Scott's One Stop Shop LLC - 88-3349279
- Patties Salon -
- The Village Shop KC -
- MELT BOX ICE CREAM EIN - 81-4284170



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/8/2023

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  Jim Martin 16037 S Bradley Drive Olathe KS 660623932	CONTACT NAME: Jim Martin PHONE (A/C, No, Ext): 913-764-1000 FAX (A/C, No): E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: State Farm Fire and Casualty Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED MELTBOX KC LLC 9813 E 66TH ST RAYTOWN MO 64133-5802	NAIC # 25143

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	ADD INSD	SUB 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 type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			95-L7-4084-8	04/17/2023	04/17/2024	EACH OCCURRENCE \$ 1000000
			DAMAGE TO RENTED PREMISES (EA occurrence) \$ 300000				
			MED EXP (Any one person) \$ 5000				
			PERSONAL & ADV INJURY \$ 1000000				
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (EA accident) \$
	UMBRELLA LIAB EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						BODILY INJURY (Per person) \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
							EACH OCCURRENCE \$
							AGGREGATE \$
							\$
							PER STATUTE \$
							OTH-ER \$
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER**CANCELLATION**

	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
	This form was system-generated on 06/8/2023

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CERTIFICATE OF INSURANCE	ISSUE DATE
---------------------------------	-------------------

10/5/2023

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 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	INSURER(S) AFFORDING COVERAGE
Robert Kelly Insurance Agency Inc 235 E Main St Gardner, KS 66030	INSURER A: Mesa Underwriters Specialty Insurance Company
	INSURER B: N/A
INSURED James Williams 320 E Nelson Street Edgerton, KS 66021	INSURER C:
	INSURER D:
	INSURER E: N/A

COVERAGES

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	POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS	
A	GENERAL LIABILITY	MP0042027016591	7/29/2023	7/29/2024	GENERAL AGGREGATE	2,000,000
					PRODUCTS-COM/OP AGG.	1,000,000
					PERSONAL & ADV. INJURY	1,000,000
					EACH OCCURRENCE	1,000,000
					DAMAGE PREM RENTED TO YOU	100,000
					MED EXPENSE (Any one person)	10,000
B	PERSONAL LIABILITY				COMBINED SINGLE LIMIT	
					MEDICAL PAYMENTS TO OTHERS	
C	EXCESS LIABILITY				EACH OCCURRENCE	
					AGGREGATE	
D						
E	PROPERTY				BUILDING	
					CONTENTS	
					BUSINESS INCOME	

DESCRIPTION OF OPERATIONS / SPECIALTY ITEMS
Secondhand or Salvage Dealers & Distributors

CERTIFICATE HOLDER
City of Edgerton
404 E Nelson St.
Edgerton, KS 66021

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 SIGNATURE
TapcoSurplusLinesAgent

Keith E. Allen

List of Services Provided by the City

- Street Signs closing Nelson from 3rd-4th Street

Description of of Publicly Owned Property for Event

- Nelson Street from 3rd to 4th Streets

PARKING

City of Edgerton

A Cup Above
Coffeehouse & ACA...



United States
Postal Service



ROAD BLOCK

E 3rd St

E Nelson St

CARS

X VILLAGE SHOP VENDORS X

CARS

E Nelson St

ROAD BLOCK

E 4th St

Johnson County
Library - Edgerton



Emergency Plan

- Call 911
- CPR specialist on site

Description of Amusement/Entertainment

- Car Show
- Trunk or Treat in the Street
- Live Music at low volume(Not a band, just music played through bluetooth speaker)

City Council Action Item

Council Meeting Date: October 19, 2023

Department: Administration

Agenda Item: Consider Resolution No. 10-19-23B Authorizing the Closure of Certain Public Streets for the Trunk or Treat in the Street Event

Background/Description of Item:

The City has received a special event permit application from Scott Williams of Scott's One Stop Shot, LLC for a proposed Trunk or Treat event to be held Tuesday, October 31, 2023 in Downtown Edgerton.

To support public safety, the event has requested street closure on October 31, 2023, from 5:30 P.M. to 10:00 P.M. **on both sides of Nelson Street** from East 3rd Street to East 4th Street in Downtown Edgerton. Both intersections will remain open. Any street closure must be considered in separate action by the City Council.

City staff have reviewed the proposed street closures and do not anticipate any conflicts or issues. If granted by City Council, City staff will notify the Johnson County Sheriff's Office, Johnson County Fire District 1 and Johnson County Med-Act of the proposed closings.

Similar to the resolution for the special event, staff would recommend if City Council desires to grant the street closures requested for the special event that they approve Resolution No. 10-19-23B pending resolution of all city requirements and the issuance of the special event permit.

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

Funding Source: N/A

Budget Allocated: N/A

Finance Director Approval: N/A

Recommendation: Approve Resolution No. 10-19-23B Authorizing the Closure of Certain Public Streets for the Trunk or Treat in the Street pending Resolution of all City Requirements and Issuance of the Special Event Permit

Enclosed: Draft Resolution No. 10-19-23B

Prepared by: Meagan Borth, Assistant City Administrator

RESOLUTION NO. 10-19-23B

A RESOLUTION OF THE CITY OF EDGERTON, KANSAS, PROVIDING FOR THE CLOSURE OF CERTAIN PUBLIC STREETS TO PERMIT THE HOLDING OF TRUNK OR TREAT IN THE STREET

WHEREAS, Scott's One Stop Shop, LLC., is holding a car show and Halloween celebration called Trunk or Treat in the Street on October 31st, 2023 in the City of Edgerton, Kansas; and

WHEREAS, the City has determined that the closure of certain streets would be beneficial to the safety and enjoyment of Trunk or Treat in the Street; and

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

WHEREAS, the following public streets shall be closed to vehicular traffic during Trick or Treat in the Street on October 31, 2023, from 5:30 P.M. to 10:00 P.M. **on both sides of East Nelson Street** from East 3rd Street to East 4th Street.

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 of Trunk or Treat in the Street in 2023.

PASSED AND APPROVED by the City Council of Edgerton, Kansas on the 19th day of October, 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: October 19, 2023

Department: Administration

Agenda Item: Consider Resolution No. 10-19-23C Recognizing Trunk or Treat in the Street as a "Public Festival" for Purposes of the City's Noise Restrictions

Background/Description of Item:

The City has received a special event permit application from Scott Williams of Scott's One Stop Shot, LLC for a proposed Trunk or Treat event to be held Tuesday, October 31, 2023 in Downtown Edgerton.

The proposed event includes a car show celebrating Halloween where individuals handing out traditional Halloween goodies to people of all ages from the trunks of cars attending the car show. The organizer anticipates that there will be food and merchant vendors at the event as well as music playing from a Bluetooth speaker. The timing of the event and when the speaker will be used for music aligns with current City Code. However, as the loudness may disrupt residential homes and commercial businesses, a waiver for noise restrictions is required.

The Edgerton City Code specifically allows for City Council to waive noise restrictions for public festivals and events. Most recently, Council has approved waiving the noise restrictions for the City's Meat Inferno event.

Similar to the resolution for the special event and street closure, staff would recommend if City Council desires to declare the event a public festival and grant the waiver for the noise restriction that they approve Resolution No. 10-19-23B pending resolution of all city requirements and the issuance of the special event permit.

Related Ordinance(s) or Statue(s): Article 6 of Chapter XI of the Code of the City of Edgerton

Funding Source: N/A

Budget Allocated: N/A

Finance Director Approval: N/A

Recommendation: Approve Resolution No. 10-19-23C Recognizing Trunk or Treat in the Street as a “Public Festival” for Purposes of the City’s Noise Restrictions pending Resolution of all City Requirements and Issuance of the Special Event Permit

Enclosed: Draft Resolution No. 10-19-23C

Prepared by: Meagan Borth, Assistant City Administrator

RESOLUTION NO. 10-19-23C

A RESOLUTION RECOGNIZING TRUNK OR TREAT IN THE STREET AS A "PUBLIC FESTIVAL" FOR THE PURPOSES OF THE CITY'S NOISE RESTRICTIONS

WHEREAS, Scott's One Stop Shop, LLC., is holding a car show and Halloween celebration called Trunk or Treat in the Street for the public on October 31st, 2023 in the City of Edgerton, Kansas; and

WHEREAS, Article 6 of Chapter XI of the Code of the City of Edgerton regulates the levels of noise and sound within the City but said regulations do not apply when the governing body recognizes the event where the noise and sound is to occur as a "public festival".

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

SECTION ONE: Trunk or Treat in the Street a "Public Festival": Trunk or Treat in the Street is hereby recognized as a public festival and, therefore, the noise restrictions contained within Article 6 of Chapter XI of the Code of the City of Edgerton shall not apply to noise and sounds made or generated by the public festival to be held on October 31, 2023, from 5:30 pm to 9:30 pm.

SECTION TWO: 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 19TH DAY OF OCTOBER 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: October 19, 2023

Department: Administration

Agenda Item: Consider Resolution No. 10-19-23D Establishing Fees and Rates for Permits, Licenses and Services for the City of Edgerton, Kansas

Background/Description of Items:

Annually, the City of Edgerton updates the Fee Resolution related to various permits, licenses and services. Below is a summary of the major changes in the Fee Resolution.

Water/Wastewater Rates for 2024

In 2022, staff worked with Raftelis Financial Consultants to update the rate study for both the water and wastewater utilities. In their report, Raftelis recommends a small rate increase in each year of the forecast period in order to avoid large rate increases in the later years of the forecast period. The rate increases recommended for 2024 are listed below. The 2024 Budget adopted by the Council on September 14, 2023, includes these rate increases. The attached fee resolution formally adopts the rate increases and sets the effective date as the **January 1, 2024, utility bills.**

Utility	2024 Rate Increase	Typical Customer Bill 2023 (3,000 gallons)	Typical Customer Bill Current (3,000 gallons)
Water	\$2.15	\$42.63	\$44.78
Wastewater	\$2.75	\$34.27	\$37.02

Significant Industrial Users:

Through the Wastewater Master Plan, the need to appropriately manage/permit users that wish to discharge atypical sewer flow was identified. At the time City Code did not have a mechanism to permit such requests, therefore a process was identified to receive application for Significant Industrial Users (SIU). SIUs are contributors to the wastewater system that have flow outside of the typical flow required by our code. Applicants must provide samples of their flow, both quantity and quality, to establish and approve the need to be considered as a SIU. Final approval is from City Council and the applicant must adhere to the required testing requirements of the agreements. The Fee Resolution would establish a new permit fee and user admin fee, while the user rates are established by the agreement.

Temporary Sales and Events Permit:

The City offers a Temporary Sales Permit for business in commercial districts to display and sell merchandise outside of their store up to four times a year, with each permit issuance having a limit of seven days. Currently, the Fee Resolution does not include a price for this permit. Based on previous discussion by City Council, staff has added the Permit to the Fee Resolution with the price of this permit as zero.

Baseball Field Reservations:

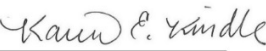
In 2019, staff began the process with the Governing Body to rent out Baseball Field 1 at Martin Creek Park after the fields went under reconstruction and were ready for play. At that time, City Council set the following fees related to use of Baseball Field 1. The application states for 50% Edgerton resident roster, no fee is charged. If the team consists of non-residents, there is a fee of \$10/hr. Each team is limited to 2 reservations a week, with a limit of 1.5 hours per team a day. A \$50 deposit is required at the time of reservation to hold their dates and receive a key for the locked field. Once the key is returned to City Staff at the end of the season, the deposit is then returned. Field 2 has remained on a first come first serve basis and is open for play with no fee charged. However, these fees were never incorporated into the Fee Resolution. The enclosed resolutions add the fees as described above.

Related Ordinance(s) or Statue(s): Ordinance No. 1006

Funding Source: n/a

Budget Allocated: n/a

Finance Director Approval:

x 
Karen Kindle, Finance Director

<p>Recommendation: Approve Resolution No. 10-19-23D Establishing Fees and Rates for Permits, Licenses and Services Within the City of Edgerton, Kansas.</p>
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Enclosed: Draft Fee Resolution – redlined
Draft Fee Resolution – clean
Proposed Utility Rates from 2024 Budget Presentation

Prepared by: Alex Clower, City Clerk

RESOLUTION NO. ~~10-12-23D~~10-19-23D

A RESOLUTION ESTABLISHING FEES AND RATES FOR PERMITS, LICENSES AND SERVICES WITHIN THE CITY OF EDGERTON, KANSAS.

WHEREAS, pursuant to Ordinance No. 1006, the City Council indicated that all City Fees that previously were spread throughout the City Code, and would require an Ordinance amending that particular part of the Code to change the fee, would instead be consolidated into a City Fee Resolution such that all fees could be better monitored and, any revisions thereto, could be accomplished via resolution instead of an ordinance; and

WHEREAS, City Staff continue to work on consolidating said fees into this Fee Resolution and, as those fees are added in, revised versions of this Resolution will be presented for Council approval.

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

SECTION 1: FEES.

The following fees shall be due and payable to the City Clerk:

OPEN RECORDS

Prepayment	Required if total estimate exceeds \$25.00
Production/Inspection Fee, if item is not readily available	\$20.00 per request
Copying/Facsimile Fee (no charge for first ten (10) pages)	\$0.10 per page after first ten
Mailing Fee	Actual mailing costs
Staff Searches, one (1) hour or more	
Records custodian/administrative staff,	\$30.00 per hour
Dept heads/City Administrator/Elected Officials	\$50.00 per hour
Contracted Professionals (IT, Attorneys, etc.)	Hourly rates charged to City

ANIMAL CONTROL

Animal Registration Fees:

Neutered/Spayed dog or cat	\$5.00
Unneutered/Non-spayed dog or cat	\$25.00
Seniors (60 plus) with neutered/spayed dog or cat	\$No Charge
Chicken registration	\$50.00
Chicken registration for senior residents (60 plus)	\$25.00
Breeder Fee	\$500.00
Late Registration Fee	\$25.00
Duplicate Tag Fee	\$1.00

Animal Redemption Fees:

Registered	
First pick up	\$No charge
Second pick up	\$50.00
Third pick up	\$100.00
Non-Registered, Neutered/Spayed	
First pick up	\$50.00
Non-Registered, Unneutered/unspayed	
First pick up	\$100.00
City provided rabies vaccination	\$50.00
Habitual Violator	\$250.00
(animal picked up more than three -times in one year)	
Boarding Fee	\$10.00 per day

Animal Adoption Fees:

Neutered/Spayed Pet	\$50.00
Pet Neutered/Spayed by the City	\$100.00

BEVERAGES**Cereal Malt Beverages**

General Retailer	\$100.00
Limited Retailer	\$35.00
Change of Location Fee	\$5.00

Drinking Establishments

License Fee – Biennial occupation tax	\$500.00
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Private Club

License Fee – Class A Biennial occupation tax	\$500.00
License Fee – Class B Biennial occupation tax	\$500.00

Special Event

Permit Fee	\$50.00
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Caterer

Permit Fee	\$250.00
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Retail

Permit Fee Biennial occupation tax	\$500.00
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BUILDINGS AND CONSTRUCTION

Permit Fees – Non-Residential Building

<i>Total Valuation</i>	<i>Fee</i>
\$1.00 to \$500	\$22.00
\$501.00 to \$2,000.00	\$22.00 for the first \$500.00 plus \$2.75 for each additional \$100.00, or fraction thereof, to and including \$2,000.00
\$2,001.00 to \$25,000.00	\$63.00 for the first \$2,000.00 plus \$12.50 for each additional \$1,000.00, or fraction thereof, to and including \$25,000.00
\$25,001 to \$50,000.00	\$352.00 for the first \$25,000.00 plus \$9.00 for each additional \$1,000.00, or fractions thereof, to and including \$50,000.00
\$50,001.00 to \$100,000.00	\$580.00 for the first \$50,000.00 plus \$6.25 for each additional \$1,000.00, or fraction thereof, to and including \$100,000.00
\$100,001.00 to \$500,000.00	\$895.00 for the first \$100,000.00 plus \$5.00 for each additional \$1,000.00, or fraction thereof, to and including \$500,000.00
\$500,000.00 to \$1,000,000.00	\$2,855 for the first \$500,000.00 plus \$4.25 for each additional \$1,000.00, or fraction thereof, to and including \$1,000,000.00

\$1,000,000.01 and up

\$4,955.00 for the first
\$1,000,000.00 plus \$2.75 for
each additional \$1,000.00, or
fraction thereof

A plan review fee shall be assessed at sixty-five percent (65%) of the calculated building permit fee.

Other Inspections and Fees

Inspections outside of normal business hours
(minimum charge – two hours)

\$50.00 per hour

Re-inspection fees assessed

\$50.00 per hour

Inspections for which no fee is specifically indicated
(minimum charge – one-half hour)

\$50.00 per hour

Additional plan review required by changes, additions
or revisions to plans (or total hourly cost to the juris-
diction, whichever is greatest. Cost shall include
supervision, overhead, equipment, hourly wages and
fringe benefits of employees involved)

\$50.00 per hour

For use of outside consultants for plan checking
or inspections (costs include administrative and
overhead costs)

Actual Costs

Permit Fees – Residential Building

Total Valuation

Fee

\$1 to \$500

\$13

\$501 to \$2,000

\$13 for first \$500.00 plus
\$1.50 for each additional
\$100.00 or fraction thereof,
to and including \$2,000

\$2,001 to \$25,000

\$35.50 for the first \$2,000.00
plus \$8.00 for each additional
\$1,000 or fraction thereof, to
and including \$25,000.

\$25,001 to \$50,000

\$219.50 for the first \$25,000
plus \$6.50 for each additional
\$1,000 or fraction thereof, to
and including \$50,000.

\$50,001 to \$100,000	\$381.00 for the first \$50,000 plus \$4.00 for each additional \$1,000 or fraction thereof, to and including \$100,000.
\$100,001 to \$500,000	\$582.00 for the first \$100,000 plus \$3.00 for each additional \$1,000 or fraction thereof, to and including \$500,000.
\$500,000 and up	\$1,782.00 for the first \$500,000 plus \$2.00 for each additional \$1,000 or fraction thereof.

A plan review fee shall be assessed at sixty-five percent (65%) of the calculated building permit fee.

Other Inspections and Fees

Inspections outside of normal business hours (minimum charge – two hours)	\$50.00 per hour
Re-inspection fees assessed	\$50.00 per hour
Inspections for which no fee is specifically indicated (minimum charge – one-half hour)	\$50.00 per hour
Additional plan review required by changes, additions or revisions to plans (or total hourly cost to the jurisdiction, whichever is greatest. Cost shall include supervision, overhead, equipment, hourly wages and fringe benefits of employees involved)	\$50.00 per hour
For use of outside consultants for plan checking or inspections (costs include administrative and overhead costs)	Actual Costs
Certificate of Occupancy	\$10.00
Fire Review and Inspection - Core and Shell 100 square feet to 12,500 square feet Multi-Family (R-3) Commercial Zoning Districts (C-D, C-1, C-2) Industrial Zoning Districts (B-P, L-P, I-G, I-H)	\$250.00

Fire Review and Inspection	\$250.00
- Tenant Finish	
100 square feet to 12,500 square feet	
Multi-Family (R-3)	
Commercial Zoning Districts (C-D, C-1, C-2)	
Industrial Zoning Districts (B-P, L-P, I-G, I-H)	
Fire Review and Inspection	\$0.02 per square foot
- Core and Shell	
12,501.00 square feet or greater	
Multi-Family (R-3)	
Commercial Zoning Districts (C-D, C-1, C-2)	
Industrial Zoning Districts (B-P, L-P, I-G, I-H)	
Fire Review and Inspection	\$0.02 per square foot
- Tenant Finish	
12,501 square feet or greater	
Multi-Family (R-3)	
Commercial Zoning Districts (C-D, C-1, C-2)	
Industrial Zoning Districts (B-P, L-P, I-G, I-H)	

Permit Fees - Fuel Gas Code

Issuance of Permit	\$50.00
Issuance of Permit for senior residents (60 plus)	\$25.00
Supplemental Permit	\$50.00
Inspection outside normal business hours	\$50.00 per hour
Re-inspection	\$50.00 per hour
Additional plan review required by changes, additions or revisions to approved plans (minimum charge – one hour)	\$50.00 per hour

Permit Fees – Plumbing Code

Issuance of Permit	\$50.00
Issuance of Permit for senior residents (60 plus)	\$25.00
Supplemental Permit	\$50.00
Inspection outside normal business hours	\$50.00 per hour
Re-inspection	\$50.00 per hour
Additional plan review required by changes, additions or revisions to approved plans (minimum charge – one hour)	\$50.00 per hour

Permit Fees – Mechanical Code

Issuance of Permit	\$50.00
Issuance of Permit for senior residents (60 plus)	\$25.00
Supplemental Permit	\$50.00
Inspection outside normal business hours	\$50.00 per hour

Re-inspection	\$50.00 per hour
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Additional plan review required by changes, additions or revisions to approved plans (minimum charge – one hour)	\$50.00 per hour
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Permit Fees – Electrical Code

Issuance of Permit	\$50.00
Issuance of Permit for senior residents (60 plus)	\$25.00
Supplemental Permit	\$50.00
Issuance of annual permit	\$250.00
Inspection outside normal business hours	\$50.00 per hour
Re-inspection	\$50.00 per hour
Additional plan review required by changes, additions or revisions to approved plans (minimum charge – one hour)	\$50.00 per hour

Moving Buildings

House/building/derrick or other structure permit	\$250.00 + Staff Time to monitor the move
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Oil and Gas Wells

Permit Fee	\$150.00 per well
License Fee	\$25.00 per well

Fire Insurance Proceeds Fund

Final Settlement Funds (K.S.A. 40-3901 <u>et seq.</u>)	\$5,000.00 or 10% of covered claim payment, whichever is less
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BUSINESS LICENSE

General License	\$5.00
Solicitor's License – Investigation Fee	\$50.00
Solicitor's License – Issuance Per day	\$25.00
Solicitor's License – Six Months	\$250.00
Adult Entertainment Business License	\$250.00
Adult Entertainment Manager's License	\$20.00
Adult Entertainers License	\$20.00
Adult Entertainment Service's License	\$20.00
Mobile Food Vender License	\$100.00

Block Party	\$25.00
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FIREWORKS

Fireworks – Temporary Retail Sale Application Fee	\$500.00
Fireworks – Temporary Retail Sale Bond	\$1000.00
Public Display Application Fee	\$100.00

SOLID WASTE

Customer Unit Charge – Monthly (One trash container and one recycle container)	\$7.50
Extra Trash Container Charge – Monthly	\$5.00
Extra Recycle Container Charge – Monthly	\$1.00

PUBLIC PROPERTY

Community Hall Rental – Residents (24-hrs midnight)	\$100.00
Community Hall Rental – Non-Residents (24-hrs midnight)	\$150.00
Rental Deposit Required for Rental (Refundable) (Due at time of Reservation)	\$50.00

Overnight Camping (by special permit)	\$10.00
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<u>Baseball Field #1 – 50% Resident Roster</u>	<u>Free</u>
<u>Baseball Field #1 – Non-Residents</u>	<u>\$10 / hour</u>
<u>Rental Deposit Required for Field Key Rental (Refundable)</u> <u>(Due at time of Reservation)</u>	<u>\$50.00</u>

Martin Creek Park Lights	
-Ball field #1 Lights	\$20 / hour
-Horse Shoe Pit Lights	\$20 / hour

Park Shelters – Residents	No charge
Park Shelters – Non-residents	\$50 per half day

Right-Of-Way Permit	\$100.00
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PUBLIC OFFENSES

<u>Non-sufficient Funds/Returned Check Fee</u>	<u>Worthless Check/Returned Check/Dishonored</u>
	\$25.00
	<u>Instrument</u>

Abatement Administrative Fee	\$50.00 per abatement
Abatement Administrative Fee-Tall Weed/Grass	\$50.00 for the first abatement with the fee increasing by \$50.00 for each subsequent abatement

UNCONVENTIONAL VEHICLES

Permit - initial sticker	\$100.00
Permit - annual renewal with no infractions	\$25.00
Permit - annual renewal with infractions	\$100.00

UTILITIES - WATER

Water Rate

WATER

[Customer Service Charge + Vol. Rate = Monthly Bill]

Customer Service Charge

Meter Size	Inside City	Outside City
5/8"	\$22.72 <u>23.86</u>	\$34.03 <u>35.73</u>
1"	\$27.00 <u>28.35</u>	\$42.49 <u>40.47</u>
1 1/2"	\$34.12 <u>35.83</u>	\$51.16 <u>53.72</u>
2"	\$42.70 <u>44.84</u>	\$64.02 <u>67.22</u>
3"	\$62.70 <u>65.84</u>	\$94.00 <u>98.70</u>
4"	\$91.24 <u>95.81</u>	\$136.84 <u>143.68</u>
6"	\$162.62 <u>170.76</u>	\$243.90 <u>256.10</u>
8"	\$248.30 <u>260.72</u>	\$372.44 <u>391.06</u>

Volumetric Rate [per 1,000 gallons]

Tiers	Inside City	Outside City
0-2,000	\$4.69 <u>4.93</u>	\$7.01 <u>7.36</u>
2,001-10,000	\$10.53 <u>11.06</u>	\$15.75 <u>16.54</u>
>10,000	\$14.51 <u>15.24</u>	\$21.72 <u>22.81</u>

Water System Development Fees

System Development Fee (based on size of water meter)

<u>METER SIZE</u>	<u>CHARGES</u>
5/8"	\$4,300
1"	\$10,750
1.5"	\$21,500
2"	\$34,400
3"	\$64,500
4"	\$107,500
6"	\$215,000
8"	\$344,000

Water Connection Fees

Connections Charge: Inside City - Regular (¾-inch service, with ¾-inch by 5/8 inch-meter)	\$1,250.00
Connections Charge: Outside City - Regular (¾-inch service, with ¾-inch by 5/8-inch meter)	\$7,500.00
Connections Charge: Other Sizes	TBD by Governing Body
Water Service Application (inside city limits)	\$30.00
Water Service Application (outside city limits)	\$75.00
Cut Off Fee (during normal business hours)	\$25.00
Afterhours Cut off Fee (during non-business hours)	\$100.00
Meter Testing (if meter is correct)	\$10.00
Hydrant Meter Refundable Deposit	\$1,500.00

UTILITIES - WASTEWATER

Wastewater Rate

WASTEWATER

[Customer Service Charge + Vol. Rate = Monthly Bill]

Customer Service Charge

\$7.668.28

Volumetric Rate

\$8.879.58 [per 1,000 gallons]¹

LPKC Infrastructure

\$1.00 [per 1,000 gallons]

¹ For residential use properties, Section 15-305(b) of Article 3 of Chapter XV of the City Code will determine the level of gallons.

Wastewater System Development Fees

System Development Fee (based on size of water meter)

METER SIZE	CHARGES
5/8"	\$4,800
3/4"	\$6,600
1"	\$12,000
1.5"	\$24,000
2"	\$38,400
3"	\$72,000
4"	\$120,000
6"	\$240,000
8"	<u>\$384,000</u>

Wastewater Connection Fees

Connection Charge and Inspection Fee	\$750.00
Wastewater Service Application Fee	\$30.00

Wholesale Wastewater Rate

\$3.68 [per 1,000 gallons]

Significant Industrial User Fees

Permit fee	<u>\$250</u>
User Admin Fee	<u>\$250</u>

Private Disposal System Fees

Installation Permit	\$250.00
Significant Alteration and Repair Permit	\$100.00
Minor Repair	\$50.00
Non-Residential Annual Operation Permit (first year fee included in Installation Permit Fee)	\$50.00
Septic/Holding Tank Removal	\$100.00
Inspection, non-business hours (2-hour charge minimum, additional to inspection fee)	\$15.00 per hour

VEHICLE PERMITS

Restoration Permit	\$250.00/new or renewal
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ZONING AND DEVELOPMENT FEES

Manufactured Home Park License	\$100.00
Temporary Mobile Home Fee	\$25.00
Planned Unit Development: Conceptual Plan/Preliminary Plat Fee	\$200.00 plus \$2.00 per lot
Final Plan/Final Plat Fee	\$300.00 plus \$5.00 per lot
Board of Zoning Appeals Variance or Appeal Fee	\$250.00 plus publication fees
Rezoning Fee	\$250.00 plus publication fees
Conditional/Special Use Permit Fee	
Residential Zoning Districts	\$100.00 plus publication fees
Non-Residential Zoning Districts	\$1,000.00 plus publication fees
Temporary Construction Activities	
Permit Fee	\$500.00
Amended Application Requiring Another Planning Commission Review, Post Approval	\$250.00
Expired Permit – treated as a new permit	\$500.00
Blasting Permit (one (1) year)	\$500.00
Home Occupation Permit Fee	\$5.00
Preliminary/Final Site Plan Fee	\$200.00 plus \$10.00 per acre plus publication fees
Site Plan Re-review Fee	\$200.00 plus \$1.00 per acre

Revised Site Plan Fee	
Requiring Planning Commission Approval	\$250.00
Requiring Zoning Administrator Approval	\$100.00
Preliminary Plat Fee	\$300.00 plus \$10.00 per lot plus publication fees
Preliminary Plat Re-review Fee	\$300.00 plus \$10 per lot
Final Plat Fee	\$300.00 plus \$10.00 per lot plus publication fees
Final Plat Re-review Fee	\$300.00 plus \$10 per lot
Lot Split Fee	\$100.00
Street Excise Tax	\$0.10 per square foot of final plat
Park Impact Fee/Residential	\$300.00 per lot
Park Impact Fee/Commercial	\$0.08 per square foot of building
Park Impact Fee/Industrial	\$0.08 per square foot of building
New Street Light Fee	\$250.00
New Public Improvement Plan Review Fee	
Street/Stormwater/Water/Sewer	\$300.00
Re-review Fee	\$300.00
New Public Improvement Inspection Fee	
Street/Stormwater	Actual cost of inspection + 2% administrative fee
Water/Sewer	Actual cost of inspection + 2% administrative fee
Land Disturbance (greater than one acre)	\$250.00
Flood Plain Development Permit	\$75.00
Zoning Verification Letter	\$75.00 per request
Temporary Certificate of Occupancy Extension	\$100 per request
Temporary Sales and Events Permit	No fee

Sign Fees

Home Occupation Sign	\$35.00
Temporary/Banner Sign	\$35.00
Pole Sign	\$125.00
Monument Sign	\$35.00
Façade/Wall Sign	\$35.00
Mobile Home Park Sign	\$35.00
Subdivision Name Sign	\$35.00
Apartment Complex Name Sign	\$35.00

SECTION 2: Effective Date. This Resolution shall become effective immediately upon adoption by the Governing Body.

SECTION 3: Repealer. Any fees or resolutions inconsistent herewith are hereby repealed and said City Code references (along with other specific fee references throughout the City Code that will now be controlled by the Fee Resolution) will be formally withdrawn via a future ordinance.

ADOPTED BY THE GOVERNING BODY OF THE CITY OF EDGERTON, KANSAS ON THIS 19TH DAY OF OCTOBER, 2023.

DONALD ROBERTS, MAYOR

ATTEST:

ALEXANDRIA CLOWER, CITY CLERK

APPROVED AS TO FORM:

LEE W. HENDRICKS, CITY ATTORNEY

RESOLUTION NO. 10-19-23D

A RESOLUTION ESTABLISHING FEES AND RATES FOR PERMITS, LICENSES AND SERVICES WITHIN THE CITY OF EDGERTON, KANSAS.

WHEREAS, pursuant to Ordinance No. 1006, the City Council indicated that all City Fees that previously were spread throughout the City Code, and would require an Ordinance amending that particular part of the Code to change the fee, would instead be consolidated into a City Fee Resolution such that all fees could be better monitored and, any revisions thereto, could be accomplished via resolution instead of an ordinance; and

WHEREAS, City Staff continue to work on consolidating said fees into this Fee Resolution and, as those fees are added in, revised versions of this Resolution will be presented for Council approval.

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

SECTION 1: FEES.

The following fees shall be due and payable to the City Clerk:

OPEN RECORDS

Prepayment	Required if total estimate exceeds \$25.00
Production/Inspection Fee, if item is not readily available	\$20.00 per request
Copying/Facsimile Fee (no charge for first ten (10) pages)	\$0.10 per page after first ten
Mailing Fee	Actual mailing costs
Staff Searches, one (1) hour or more	
Records custodian/administrative staff,	\$30.00 per hour
Dept heads/City Administrator/Elected Officials	\$50.00 per hour
Contracted Professionals (IT, Attorneys, etc.)	Hourly rates charged to City

ANIMAL CONTROL

Animal Registration Fees:

Neutered/Spayed dog or cat	\$5.00
Unneutered/Non-spayed dog or cat	\$25.00
Seniors (60 plus) with neutered/spayed dog or cat	\$No Charge
Chicken registration	\$50.00
Chicken registration for senior residents (60 plus)	\$25.00
Breeder Fee	\$500.00
Late Registration Fee	\$25.00
Duplicate Tag Fee	\$1.00

Animal Redemption Fees:

Registered	
First pick up	\$No charge
Second pick up	\$50.00
Third pick up	\$100.00
Non-Registered, Neutered/Spayed	
First pick up	\$50.00
Non-Registered, Unneutered/unspayed	
First pick up	\$100.00
City provided rabies vaccination	\$50.00
Habitual Violator (animal picked up more than three times in one year)	\$250.00
Boarding Fee	\$10.00 per day

Animal Adoption Fees:

Neutered/Spayed Pet	\$50.00
Pet Neutered/Spayed by the City	\$100.00

BEVERAGES**Cereal Malt Beverages**

General Retailer	\$100.00
Limited Retailer	\$35.00
Change of Location Fee	\$5.00

Drinking Establishments

License Fee – Biennial occupation tax	\$500.00
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Private Club

License Fee – Class A Biennial occupation tax	\$500.00
License Fee – Class B Biennial occupation tax	\$500.00

Special Event

Permit Fee	\$50.00
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Caterer

Permit Fee	\$250.00
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Retail

Permit Fee Biennial occupation tax	\$500.00
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BUILDINGS AND CONSTRUCTION

Permit Fees – Non-Residential Building

<i>Total Valuation</i>	<i>Fee</i>
\$1.00 to \$500	\$22.00
\$501.00 to \$2,000.00	\$22.00 for the first \$500.00 plus \$2.75 for each additional \$100.00, or fraction thereof, to and including \$2,000.00
\$2,001.00 to \$25,000.00	\$63.00 for the first \$2,000.00 plus \$12.50 for each additional \$1,000.00, or fraction thereof, to and including \$25,000.00
\$25,001 to \$50,000.00	\$352.00 for the first \$25,000.00 plus \$9.00 for each additional \$1,000.00, or fractions thereof, to and including \$50,000.00
\$50,001.00 to \$100,000.00	\$580.00 for the first \$50,000.00 plus \$6.25 for each additional \$1,000.00, or fraction thereof, to and including \$100,000.00
\$100,001.00 to \$500,000.00	\$895.00 for the first \$100,000.00 plus \$5.00 for each additional \$1,000.00, or fraction thereof, to and including \$500,000.00
\$500,000.00 to \$1,000,000.00	\$2,855 for the first \$500,000.00 plus \$4.25 for each additional \$1,000.00, or fraction thereof, to and including \$1,000,000.00
\$1,000,000.01 and up	\$4,955.00 for the first \$1,000,000.00 plus \$2.75 for

each additional \$1,000.00, or fraction thereof

A plan review fee shall be assessed at sixty-five percent (65%) of the calculated building permit fee.

Other Inspections and Fees

Inspections outside of normal business hours (minimum charge – two hours)	\$50.00 per hour
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Re-inspection fees assessed	\$50.00 per hour
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Inspections for which no fee is specifically indicated (minimum charge – one-half hour)	\$50.00 per hour
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Additional plan review required by changes, additions or revisions to plans (or total hourly cost to the jurisdiction, whichever is greatest. Cost shall include supervision, overhead, equipment, hourly wages and fringe benefits of employees involved)	\$50.00 per hour
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For use of outside consultants for plan checking or inspections (costs include administrative and overhead costs)	Actual Costs
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Permit Fees – Residential Building

<i>Total Valuation</i>	<i>Fee</i>
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\$1 to \$500	\$13
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\$501 to \$2,000	\$13 for first \$500.00 plus \$1.50 for each additional \$100.00 or fraction thereof, to and including \$2,000
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\$2,001 to \$25,000	\$35.50 for the first \$2,000.00 plus \$8.00 for each additional \$1,000 or fraction thereof, to and including \$25,000.
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\$25,001 to \$50,000	\$219.50 for the first \$25,000 plus \$6.50 for each additional \$1,000 or fraction thereof, to and including \$50,000.
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\$50,001 to \$100,000	\$381.00 for the first \$50,000 plus \$4.00 for each additional
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	\$1,000 or fraction thereof, to and including \$100,000.
\$100,001 to \$500,000	\$582.00 for the first \$100,000 plus \$3.00 for each additional \$1,000 or fraction thereof, to and including \$500,000.
\$500,000 and up	\$1,782.00 for the first \$500,000 plus \$2.00 for each additional \$1,000 or fraction thereof.

A plan review fee shall be assessed at sixty-five percent (65%) of the calculated building permit fee.

Other Inspections and Fees

Inspections outside of normal business hours (minimum charge – two hours)	\$50.00 per hour
Re-inspection fees assessed	\$50.00 per hour
Inspections for which no fee is specifically indicated (minimum charge – one-half hour)	\$50.00 per hour
Additional plan review required by changes, additions or revisions to plans (or total hourly cost to the jurisdiction, whichever is greatest. Cost shall include supervision, overhead, equipment, hourly wages and fringe benefits of employees involved)	\$50.00 per hour
For use of outside consultants for plan checking or inspections (costs include administrative and overhead costs)	Actual Costs
Certificate of Occupancy	\$10.00
Fire Review and Inspection - Core and Shell 100 square feet to 12,500 square feet Multi-Family (R-3) Commercial Zoning Districts (C-D, C-1, C-2) Industrial Zoning Districts (B-P, L-P, I-G, I-H)	\$250.00
Fire Review and Inspection - Tenant Finish	\$250.00

100 square feet to 12,500 square feet
Multi-Family (R-3)
Commercial Zoning Districts (C-D, C-1, C-2)
Industrial Zoning Districts (B-P, L-P, I-G, I-H)

Fire Review and Inspection \$0.02 per square foot
- Core and Shell
12,501.00 square feet or greater
Multi-Family (R-3)
Commercial Zoning Districts (C-D, C-1, C-2)
Industrial Zoning Districts (B-P, L-P, I-G, I-H)

Fire Review and Inspection \$0.02 per square foot
- Tenant Finish
12,501 square feet or greater
Multi-Family (R-3)
Commercial Zoning Districts (C-D, C-1, C-2)
Industrial Zoning Districts (B-P, L-P, I-G, I-H)

Permit Fees - Fuel Gas Code

Issuance of Permit \$50.00
Issuance of Permit for senior residents (60 plus) \$25.00
Supplemental Permit \$50.00
Inspection outside normal business hours \$50.00 per hour
Re-inspection \$50.00 per hour
Additional plan review required by changes, additions
or revisions to approved plans (minimum charge – one hour) \$50.00 per hour

Permit Fees – Plumbing Code

Issuance of Permit \$50.00
Issuance of Permit for senior residents (60 plus) \$25.00
Supplemental Permit \$50.00
Inspection outside normal business hours \$50.00 per hour
Re-inspection \$50.00 per hour
Additional plan review required by changes, additions
or revisions to approved plans (minimum charge – one hour) \$50.00 per hour

Permit Fees – Mechanical Code

Issuance of Permit \$50.00
Issuance of Permit for senior residents (60 plus) \$25.00
Supplemental Permit \$50.00
Inspection outside normal business hours \$50.00 per hour
Re-inspection \$50.00 per hour

Additional plan review required by changes, additions or revisions to approved plans (minimum charge – one hour)	\$50.00 per hour
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Permit Fees – Electrical Code

Issuance of Permit	\$50.00
Issuance of Permit for senior residents (60 plus)	\$25.00
Supplemental Permit	\$50.00
Issuance of annual permit	\$250.00
Inspection outside normal business hours	\$50.00 per hour
Re-inspection	\$50.00 per hour
Additional plan review required by changes, additions or revisions to approved plans (minimum charge – one hour)	\$50.00 per hour

Moving Buildings

House/building/derrick or other structure permit	\$250.00 + Staff Time to monitor the move
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Oil and Gas Wells

Permit Fee	\$150.00 per well
License Fee	\$25.00 per well

Fire Insurance Proceeds Fund

Final Settlement Funds (K.S.A. 40-3901 <u>et seq.</u>)	\$5,000.00 or 10% of covered claim payment, whichever is less
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BUSINESS LICENSE

General License	\$5.00
Solicitor's License – Investigation Fee	\$50.00
Solicitor's License – Issuance Per day	\$25.00
Solicitor's License – Six Months	\$250.00
Adult Entertainment Business License	\$250.00
Adult Entertainment Manager's License	\$20.00
Adult Entertainers License	\$20.00
Adult Entertainment Service's License	\$20.00
Mobile Food Vender License	\$100.00
Block Party	\$25.00

FIREWORKS

Fireworks – Temporary Retail Sale Application Fee	\$500.00
Fireworks – Temporary Retail Sale Bond	\$1000.00
Public Display Application Fee	\$100.00

SOLID WASTE

Customer Unit Charge – Monthly (One trash container and one recycle container)	\$7.50
Extra Trash Container Charge – Monthly	\$5.00
Extra Recycle Container Charge – Monthly	\$1.00

PUBLIC PROPERTY

Community Hall Rental – Residents (24-hrs midnight)	\$100.00
Community Hall Rental – Non-Residents (24-hrs midnight)	\$150.00
Rental Deposit Required for Rental (Refundable) (Due at time of Reservation)	\$50.00
Overnight Camping (by special permit)	\$10.00
Baseball Field #1 – 50% Resident Roster	Free
Baseball Field #1 – Non-Residents	\$10 / hour
Rental Deposit Required for Field Key Rental (Refundable) (Due at time of Reservation)	\$50.00

Martin Creek Park Lights	
-Ball field #1 Lights	\$20 / hour
-Horse Shoe Pit Lights	\$20 / hour

Park Shelters – Residents	No charge
Park Shelters – Non-residents	\$50 per half day

Right-Of-Way Permit	\$100.00
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PUBLIC OFFENSES

Non-sufficient Funds/Returned Check Fee	\$25.00
Abatement Administrative Fee	\$50.00 per abatement

Abatement Administrative Fee-Tall Weed/Grass

\$50.00 for the first abatement with the fee increasing by \$50.00 for each subsequent abatement

UNCONVENTIONAL VEHICLES

Permit - initial sticker	\$100.00
Permit - annual renewal with no infractions	\$25.00
Permit - annual renewal with infractions	\$100.00

UTILITIES - WATER

Water Rate

WATER

[Customer Service Charge + Vol. Rate = Monthly Bill]

Customer Service Charge

Meter Size	Inside City	Outside City
5/8"	\$23.86	\$35.73
1"	\$28.35	\$42.49
1 1/2"	\$35.83	\$53.72
2"	\$44.84	\$67.22
3"	\$65.84	\$98.70
4"	\$95.81	\$143.68
6"	\$170.76	\$256.10
8"	\$260.72	\$391.06

Volumetric Rate [per 1,000 gallons]

Tiers	Inside City	Outside City
0-2,000	\$4.93	\$7.36
2,001-10,000	\$11.06	\$16.54
>10,000	\$15.24	\$22.81

Water System Development Fees

System Development Fee (based on size of water meter)

<u>METER SIZE</u>	<u>CHARGES</u>
5/8"	\$4,300
1"	\$10,750
1.5"	\$21,500
2"	\$34,400
3"	\$64,500
4"	\$107,500
6"	\$215,000
8"	\$344,000

Water Connection Fees

Connections Charge: Inside City - Regular (¾-inch service, with ¾-inch by 5/8 inch-meter)	\$1,250.00
Connections Charge: Outside City - Regular (¾-inch service, with ¾-inch by 5/8-inch meter)	\$7,500.00
Connections Charge: Other Sizes	TBD by Governing Body
Water Service Application (inside city limits)	\$30.00
Water Service Application (outside city limits)	\$75.00
Cut Off Fee (during normal business hours)	\$25.00
Afterhours Cut off Fee (during non-business hours)	\$100.00
Meter Testing (if meter is correct)	\$10.00
Hydrant Meter Refundable Deposit	\$1,500.00

UTILITIES - WASTEWATER

Wastewater Rate

WASTEWATER

[Customer Service Charge + Vol. Rate = Monthly Bill]

Customer Service Charge

\$8.28

Volumetric Rate

\$9.58 [per 1,000 gallons]¹

LPKC Infrastructure

\$1.00 [per 1,000 gallons]

¹ For residential use properties, Section 15-305(b) of Article 3 of Chapter XV of the City Code will determine the level of gallons.

Wastewater System Development Fees

System Development Fee (based on size of water meter)

<u>METER SIZE</u>	<u>CHARGES</u>
5/8"	\$4,800
3/4"	\$6,600
1"	\$12,000
1.5"	\$24,000
2"	\$38,400
3"	\$72,000
4"	\$120,000
6"	\$240,000
8"	\$384,000

Wastewater Connection Fees

Connection Charge and Inspection Fee	\$750.00
Wastewater Service Application Fee	\$30.00

Wholesale Wastewater Rate

\$3.68 [per 1,000 gallons]

Significant Industrial User Fees

Permit fee	\$250
User Admin Fee	\$250

Private Disposal System Fees

Installation Permit	\$250.00
Significant Alteration and Repair Permit	\$100.00
Minor Repair	\$50.00
Non-Residential Annual Operation Permit (first year fee included in Installation Permit Fee)	\$50.00
Septic/Holding Tank Removal	\$100.00
Inspection, non-business hours (2-hour charge minimum, additional to inspection fee)	\$15.00 per hour

VEHICLE PERMITS

Restoration Permit	\$250.00/new or renewal
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ZONING AND DEVELOPMENT FEES

Manufactured Home Park License	\$100.00
Temporary Mobile Home Fee	\$25.00
Planned Unit Development: Conceptual Plan/Preliminary Plat Fee	\$200.00 plus \$2.00 per lot
Final Plan/Final Plat Fee	\$300.00 plus \$5.00 per lot
Board of Zoning Appeals Variance or Appeal Fee	\$250.00 plus publication fees
Rezoning Fee	\$250.00 plus publication fees
Conditional/Special Use Permit Fee	\$100.00 plus publication fees
Residential Zoning Districts	\$1,000.00 plus publication fees
Non-Residential Zoning Districts	\$1,000.00 plus publication fees
Temporary Construction Activities Permit Fee	\$500.00
Amended Application Requiring Another Planning Commission Review, Post Approval	\$250.00
Expired Permit – treated as a new permit	\$500.00
Blasting Permit (one (1) year)	\$500.00
Home Occupation Permit Fee	\$5.00
Preliminary/Final Site Plan Fee	\$200.00 plus \$10.00 per acre plus publication fees
Site Plan Re-review Fee	\$200.00 plus \$1.00 per acre
Revised Site Plan Fee	

Requiring Planning Commission Approval	\$250.00
Requiring Zoning Administrator Approval	\$100.00
Preliminary Plat Fee	\$300.00 plus \$10.00 per lot plus publication fees
Preliminary Plat Re-review Fee	\$300.00 plus \$10 per lot
Final Plat Fee	\$300.00 plus \$10.00 per lot plus publication fees
Final Plat Re-review Fee	\$300.00 plus \$10 per lot
Lot Split Fee	\$100.00
Street Excise Tax	\$0.10 per square foot of final plat
Park Impact Fee/Residential	\$300.00 per lot
Park Impact Fee/Commercial	\$0.08 per square foot of building
Park Impact Fee/Industrial	\$0.08 per square foot of building
New Street Light Fee	\$250.00
New Public Improvement Plan Review Fee	
Street/Stormwater/Water/Sewer	\$300.00
Re-review Fee	\$300.00
New Public Improvement Inspection Fee	
Street/Stormwater	Actual cost of inspection + 2% administrative fee
Water/Sewer	Actual cost of inspection + 2% administrative fee
Land Disturbance (greater than one acre)	\$250.00
Flood Plain Development Permit	\$75.00
Zoning Verification Letter	\$75.00 per request
Temporary Certificate of Occupancy Extension	\$100 per request
Temporary Sales and Events Permit	No fee

Sign Fees

Home Occupation Sign	\$35.00
Temporary/Banner Sign	\$35.00
Pole Sign	\$125.00
Monument Sign	\$35.00
Façade/Wall Sign	\$35.00
Mobile Home Park Sign	\$35.00
Subdivision Name Sign	\$35.00
Apartment Complex Name Sign	\$35.00

SECTION 2: Effective Date. This Resolution shall become effective immediately upon adoption by the Governing Body.

SECTION 3: Repealer. Any fees or resolutions inconsistent herewith are hereby repealed and said City Code references (along with other specific fee references throughout the City Code that will now be controlled by the Fee Resolution) will be formally withdrawn via a future ordinance.

ADOPTED BY THE GOVERNING BODY OF THE CITY OF EDGERTON, KANSAS ON THIS 19TH DAY OF OCTOBER, 2023.

DONALD ROBERTS, MAYOR

ATTEST:

ALEXANDRIA CLOWER, CITY CLERK

APPROVED AS TO FORM:

LEE W. HENDRICKS, CITY ATTORNEY



Utility Rates FY 2024



2024 Proposed Average
Monthly Water Charge



\$44.76

an increase of
\$2.13

2024 Residential Monthly
Trash, Recycling, Yard Waste &
Weekly Large Item Charge

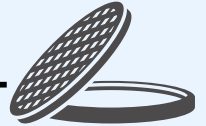
\$7.50

an increase of
\$0

2024 Proposed Average
Monthly Sewer Charge

\$37.01

an increase of
\$2.74



Sewer

Total monthly utility bill increase is less than...

2024 Proposed Total
Average Monthly Increase

\$4.87
per month

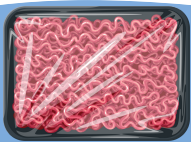
One ticket to an
maintee movie
\$6.99



One day pass
to the pool
\$8.00



One pound of
ground beef
\$4.96



One 6-pack
of soda
\$4.98



One Sonic
Cheeseburger
Meal
\$9.49



Why yearly increases?

Both water and sewer are considered enterprise funds, which means they operate like a business. The user charges are based on how much money is needed to run the utility, any debt service payments and capital costs.