

**EDGERTON CITY COUNCIL  
MEETING AGENDA  
CITY HALL, 404 EAST NELSON STREET  
November 9, 2017**

**Call to Order**

1. **Roll Call** \_\_\_\_ Roberts \_\_\_\_ Longanecker \_\_\_\_ Crooks \_\_\_\_ Brown \_\_\_\_ Crist \_\_\_\_ Conus
2. **Welcome**
3. **Pledge of Allegiance**

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

4. Agenda Approval
5. Approve Minutes from October 26, 2017
6. Accept Easements from Larry and Donna Pearce for Dollar General Project
7. Approve Year-End Longevity Bonus for Employees
8. Approve Funding Recommendations for 2018 Human Service Fund

**Regular Agenda**

9. **Public Comments.** Persons who wish to address the City Council regarding items not on the agenda and that are under the jurisdiction of the City Council may do so when called upon by the Mayor. Comments on personnel matters and matters pending before court or other outside tribunals are not permitted. Please notify the City Clerk before the meeting if you wish to speak. Speakers are limited to three (3) minutes. Any presentation is for informational purposes only. No action will be taken.
10. **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.

**Business Requiring Action**

11. **CONSIDER FINAL ACCEPTANCE OF THE 2017 STREET PROGRAM (OVERLAY)  
AUTHORIZE FINAL PAYMENT TO LITTLE JOE'S ASPHALT**

Motion: \_\_\_\_\_ Second: \_\_\_\_\_ Vote: \_\_\_\_\_

12. **CONSIDER FINAL ACCEPTANCE OF E NELSON STREET QUIET ZONE (CARS)  
PROJECT AND AUTHORIZE FINAL PAYMENT TO MILES EXCAVATING INC.**

Motion: \_\_\_\_\_ Second: \_\_\_\_\_ Vote: \_\_\_\_\_

13. **CONSIDER FINAL ACCEPTANCE OF THE WEST 8TH STREET SIDEWALK  
IMPROVEMENTS AND AUTHORIZE FINAL PAYMENT TO PHILLIPS  
CONSTRUCTION KC, LLC**

Motion: \_\_\_\_\_ Second: \_\_\_\_\_ Vote: \_\_\_\_\_

**14. CONSIDER RENEWAL OF RESIDENTIAL SOLID WASTE COLLECTION AND DISPOSAL SERVICES FOR ONE CALENDAR YEAR TO GARDNER DISPOSAL AND AUTHORIZE THE MAYOR TO EXECUTE THE CONTRACT**

Motion: \_\_\_\_\_ Second: \_\_\_\_\_ Vote: \_\_\_\_\_

**15. CONSIDER ORDINANCE NO. 1067 AMENDING CHAPTER III, ARTICLES 2, 3, 4 AND 7 OF THE EDGERTON MUNICIPAL CODE TO CORRECTLY REFLECT THE STATE REQUIREMENT OF A BIENNIAL OCCUPATIONAL TAX FOR THE SALE OF LIQUOR BY RETAIL ESTABLISHMENTS, DRINKING ESTABLISHMENTS, AND PRIVATE CLUBS**

Motion: \_\_\_\_\_ Second: \_\_\_\_\_ Vote: \_\_\_\_\_

**16. CONSIDER CHARTER ORDINANCE AMENDING SECTION 3 OF CHARTER ORDINANCE NO. 23 OF THE CITY OF EDGERTON, KANSAS TO ACCURATELY REFLECT THE EXPIRATION OF CITY COUNCILMEMBER TERMS**

Motion: \_\_\_\_\_ Second: \_\_\_\_\_ Vote: \_\_\_\_\_

**17. CONSIDER A DATA SHARING AGREEMENT WITH JOHNSON COUNTY WATER DISTRICT #7 FOR THE PURPOSES OF GATHERING WATER USAGE OF WATER DISTRICT CUSTOMERS IN EDGERTON TO CALCULATE SEWER FEES**

Motion: \_\_\_\_\_ Second: \_\_\_\_\_ Vote: \_\_\_\_\_

**18. Report by the City Administrator**

- Cancellation of November City Council meeting

**19. Report by the Mayor**

**20. Future Meeting/Event Reminders:**

- November 14<sup>th</sup> 7:00 PM – Planning Commission
- November 15<sup>th</sup> Noon – Senior Lunch
- November 23<sup>rd</sup> and 24<sup>th</sup> City Offices Closed for Thanksgiving
- November 24<sup>th</sup> City Council meeting - TBD

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

Motion: \_\_\_\_\_ Second: \_\_\_\_\_ Vote: \_\_\_\_\_

**RECONVENE INTO OPEN SESSION**

**22. Adjourn** Motion: \_\_\_\_\_ Second: \_\_\_\_\_ Vote: \_\_\_\_\_

**City of Edgerton, Kansas  
Minutes of City Council Regular Session  
October 26, 2017**

A Regular Session of the City Council was held in the Edgerton City Hall, 404 E. Nelson, Edgerton, Kansas on October 26, 2017. The meeting convened at 7:00 p.m. with Mayor Roberts presiding.

**1. ROLL CALL**

Darius Crist	present
Jody Brown	present
Ron Conus	present
Clay Longanecker	present
 Cindy Crooks	 absent

With a quorum present, the meeting commenced.

Staff in attendance:	City Administrator Beth Linn
	Assistant City Administrator Scott Peterson
	City Attorney Lee Hendricks
	Public Works Superintendent Trey Whitaker
	Finance Director Karen Kindle
	Parks Maintenance Bob McVey

**2. WELCOME**

**3. PLEDGE OF ALLEGIANCE**

**CONSENT AGENDA**

4. Agenda Approval was considered.
5. Minutes from October 12, 2017 City Council Meeting were considered.
6. Application for Final Plat 2017-08, Rail-Served First Plat and Accept any dedications was considered.

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

Motion was approved, 4-0.

**7. PUBLIC COMMENTS**

Vince Werkowitch, 15445 S. Moonlight Road, was present to speak about the ColdPoint Logistics Project. Mr. Werkowitch also talked about other cold storage facilities in the area. He talked about anhydrous ammonia and the safety effects that need to be taken when using anhydrous ammonia.

**8. DECLARATION**

None

**BUSINESS REQUIRING ACTION**

**ORDINANCE NO 1066 COMMERCIAL TRUCK TRAFFIC**

**9. ORDINANCE NO 1066 PROHIBITING COMMERCIAL TRUCK TRAFFIC IN THE MARTIN CREEK PARK PARKING LOT, AND ENTRANCE THERETO, IN THE CITY OF EDGERTON, KANSAS AND PROVIDING CERTAIN PENALTIES FOR VIOLATION THEREOF WAS CONSIDERED.**

At the October 12, 2017 City Council Meeting, staff recommended a two-inch overlay at the Martin Creek Park driveway and parking lot as part of an underrun of asphalt leftover from the Asphalt Overlay Project. City Council approved this allocation and the work has been completed. Ordinance No. 1066 has been prepared to prohibit commercial trucks from parking or driving on the driveway or parking lot. There are exemptions for emergency vehicles, city and utility vehicles, and vehicles that are working on behalf of the City or a City event. Drivers found to be in violation of the proposed ordinance will be subject to a fine as outlined in the adopted Standard Traffic Ordinance.

Motion by Longanecker, seconded by Crist, to approve Ordinance No. 1066.

Motion was approved, 4-0.

**RESOLUTION NO. 10-26-17A INDUSTRIAL REVENUE BONDS, COLBY SERIES 17, LLC PROJECT**

**10. RESOLUTION NO. 10-26-17A DETERMINING THE INTENT OF THE CITY OF EDGERTON, KANSAS, TO ISSUE ITS INDUSTRIAL REVENUE BONDS IN THE MAXIMUM AMOUNT OF \$1,000,000 TO PAY THE COST OF ACQUIRING, CONSTRUCTING AND EQUIPPING A RETAIL BUILDING FOR THE BENEFIT OF COLBY SERIES 17, LLC WAS CONSIDERED.**

The City received an application for the issuance of industrial revenue bonds from Colby Series 17, LLC for the construction and equipping of an approximately 7,500 square foot retail building to be located at 106 West 3<sup>rd</sup> street in Edgerton, Kansas. The developer is requesting that the bonds be issued so that the project is eligible for a sales tax exemption certificate to be used for construction materials. The project is not eligible for property tax abatement. No ad valorem property tax abatement will be granted for this project.

Motion by Longanecker, seconded by Brown, to approve Resolution No. 10-26-17A.

Motion was approved, 4-0.

**RESOLUTION NO. 10-26-17B INDUSTRIAL REVENUE BONDS, COLD POINT LOGISTICS REAL ESTATE**

**11. RESOLUTION NO. 10-26-17B CONSENTING TO A FIRST SUPPLEMENTAL BASE LEASE, FIRST SUPPLEMENTAL LEASE AGREEMENT AND FIRST AMENDMENT TO PERFORMANCE AGREEMENT IN CONNECTION WITH THE CITY'S INDUSTRIAL REVENUE BONDS (COLDPOINT LOGISTICS REAL ESTATE, LLC PROJECT), SERIES 2016 WAS CONSIDERED.**

The City issued industrial revenue bonds and granted property tax abatement for the ColdPoint Logistics Real Estate, LLC project. The City received an Order from the Board of Tax Appeals exempting the land and the building for a term of ten years from 2017 thru 2026. Cold Point is now constructing an expansion project on ground that is adjacent to the original project. The ground will have the same term of abatement as the land and building for the original project, which is 2017-2026. However the expansion project that consists solely of the building expansion (no land) will have an abatement term of 2018-2027.

Motion by Brown, seconded by Longanecker, to approve Resolution No. 10-26-17B.

Motion was approved, 4-0.

## **12. REPORT BY THE CITY ADMINISTRATOR**

No second meeting in November.

### **2017 FLOOD PURCHASES**

Item numbers 20 (dumpster for flood clean up) and 21 (Assessment of EWWLS generator after flood) listed on the handout for purchases made under emergency authority need to be ratified, were considered.

Motion by Brown, seconded by Longanecker, to approve the flood purchases.

Motion was approved, 4-0

## **13. REPORT BY THE MAYOR**

Save the dates:

- \* November 2<sup>nd</sup> 6:30-8:30pm Town Hall Meeting at Edgerton Elementary
- \* November 4<sup>th</sup> 2:00 pm Dollar General Ground Breaking
- November 13<sup>th</sup> 8:00 am. UPS – Ribbon Cutting

Please attend if possible.

## **14. FUTURE MEETING/ EVENT REMINDERS:**

- ❖ October 29<sup>th</sup> 4:00 pm – Halloween Party
- ❖ November 8<sup>th</sup> 6:30 to 8:30 pm – Final Downtown Edgerton Public Open House, City Hall
- ❖ November 9<sup>th</sup> 7:00 pm – City Council Meeting
- ❖ November 14<sup>th</sup> 7:00 pm – Planning Commission
- ❖ November 15<sup>th</sup> Noon – Senior Lunch
- ❖ November 23<sup>rd</sup> and 24<sup>th</sup> City Offices Closed for Thanksgiving
- ❖ November 23<sup>rd</sup> City Council Meeting – TBD

**EXECUTIVE SESSION**

Motion by Longanecker, seconded by Brown, to recess into executive session for five minutes for purposes of discussing acquisition of real estate, possible purchase of land, to include Mayor and Council, City Administrator and City Attorney.

Motion was approved, 4-0

Meeting recessed at 7:25 pm.

Motion by Longanecker, seconded by Crist, to reconvene the regular meeting with no action taken.

Motion was approved, 4-0.

Meeting reconvened at 7:32 pm. with no action taken.

**14. ADJOURN MOTION:** 1<sup>st</sup> Longanecker                      2<sup>nd</sup> Brown                      Vote 4-0

The meeting adjourned at 7:35 pm.

---

Janeice L. Rawles  
City Clerk

**Approved by the Governing Body on**

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**Prepared by:**

Andrew B. Zarda  
Duggan, Shadwick, Doerr & Kurlbaum LLC  
11040 Oakmont Street  
Overland Park, KS 66210  
(913) 498-3536

**EASEMENT AGREEMENT**

THIS EASEMENT AGREEMENT ("Agreement") is made this \_\_\_\_ day of \_\_\_\_\_, 2017, by and between **Larry L. Pearce and Donna D. Pearce, as Co-Trustees of the Larry L. Pearce Trust Dated the 28th Day of January, 1992 and the Donna D. Pearce Trust Dated the 28th Day of January, 1992**, acting pursuant to the powers to convey realty granted under said trusts, its successors, administrators, and assigns (hereinafter collectively referred to as "Grantor"), and the **City of Edgerton, Kansas**, a municipal corporation, located in the County of Johnson, State of Kansas (hereinafter referred to as "Grantee").

**WITNESSETH:**

WHEREAS, Grantor is the owner of that certain tract or parcel of land lying and being in Johnson County, Kansas, and being more particularly described on **Exhibit A** attached hereto and shown on **Exhibit B** attached hereto and made a part hereof by this reference (hereinafter referred to as the "Easement Tract"); and

WHEREAS, Grantor agrees to grant to Grantee an easement to benefit the Grantee Tract as described herein.

NOW, THEREFORE, for and in consideration of the easements, covenants, conditions, and restrictions contained herein, the sufficiency of which is hereby acknowledged, Grantor and Grantee do hereby agree as follows:

1. **Grant of Sanitary Sewer Easement.** Grantor, as owner of the Easement Tract, hereby grants and conveys to Grantee, its successors and assigns, a permanent, non-exclusive easement and right of way over, through, under and upon the Easement Tract for the purpose of construction, installation, operation, repair and maintenance of a sanitary sewer line and appurtenances thereto.

2. **Restricted Use by Grantor.** Grantor shall not interfere with the exercise by Grantee of the rights granted herein. Grantor shall not construct or permit to be constructed any structure or obstruction on the above described Easement Tract or interfere with the construction, maintenance, or operation of sanitary sewer lines and appurtenances constructed pursuant to this instrument.

3. **Term.** The provisions of this Agreement shall run with and bind the land described herein and shall be and remain in effect perpetually to the extent permitted by law. This Agreement shall be binding upon the heirs, legal representatives, successors and assigns of the parties hereto.

4. **Miscellaneous.** This Agreement shall be governed in accordance with the laws of the State of Kansas. The paragraph headings in this Agreement are for convenience only, shall in no way define or limit the scope or content of this Agreement, and shall not be considered in any construction or interpretation of this Agreement or any part hereof. Nothing in this Agreement shall be construed to make the parties hereto partners or joint venturers. No party hereto shall be obligated to take any action to enforce the terms of this Agreement or to exercise any easement, right, power, privilege or remedy granted, created, conferred or established hereunder. This Agreement may be amended, modified or terminated only in writing, executed and acknowledged by all parties to this Agreement or their respective successors or assigns.



IN WITNESS WHEREOF, Grantee and Grantor have set their hands and seals as of the day, month and year first above written.

Grantor:

**Larry L. Pearce Trust Dated the 28th Day of January, 1992**

(Trust Name)

By: Larry L. Pearce Co-Trustee  
Larry L. Pearce, Co-Trustee

Street Address: 20315 S GARDNER RD  
City, State & Zip: GARDNER KS 66030

By: Donna D. Pearce  
Donna D. Pearce, Co-Trustee  
Street Address: 20315 S GARDNER RD  
City, State & Zip: GARDNER KS 66030

**Donna D. Pearce Trust Dated the 28th Day of January, 1992**

(Trust Name)

By: Larry L. Pearce Co-Trustee  
Larry L. Pearce, Co-Trustee

Street Address: 20315 S GARDNER RD  
City, State & Zip: GARDNER KS 66030

By: Donna D. Pearce  
Donna D. Pearce, Co-Trustee  
Street Address: 20315 S GARDNER RD  
City, State & Zip: GARDNER, KS 66030

STATE OF Kansas )  
COUNTY OF Jackson ) ss.

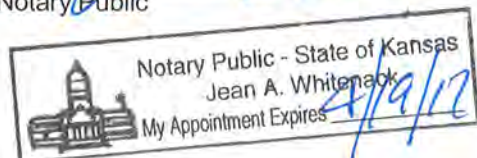
BE IT REMEMBERED, That on this 7<sup>th</sup> day of September, 2017, before me, the undersigned, a Notary Public within and for the County and State aforesaid, came Larry L. Pearce and Donna D. Pearce, Trustees of the Larry L. Pearce Trust Dated the 28th Day of January, 1992 and the Donna D. Pearce Trust Dated the 28th Day of January, 1992, to me personally known to be the identical persons who executed the above and foregoing instrument and who acknowledged the execution of the same on behalf of said Trust.

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

My commission expires:

4/19/17

Jean A. Whitnack  
Notary Public



Grantee:

**CITY OF EDGERTON, KANSAS,**  
A Municipal Corporation

By: \_\_\_\_\_  
Beth Linn, City Administrator

ATTEST:

\_\_\_\_\_  
Janeice Rawles, City Clerk

(SEAL)

STATE OF KANSAS                 )  
  )ss.  
COUNTY OF JOHNSON         )

BE IT REMEMBERED, That on this \_\_\_\_\_ day of \_\_\_\_\_, 2017, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came BETH LINN, City Administrator of the City of Edgerton, Kansas, and JANEICE RAWLES, City Clerk of said City, who are personally known to me to be the same persons who executed, as such officers, the within instrument on behalf of said City, and such persons duly acknowledged the execution of the same to be the act and deed of said City.

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

My Commission Expires:

\_\_\_\_\_  
Notary Public

**Exhibit A**

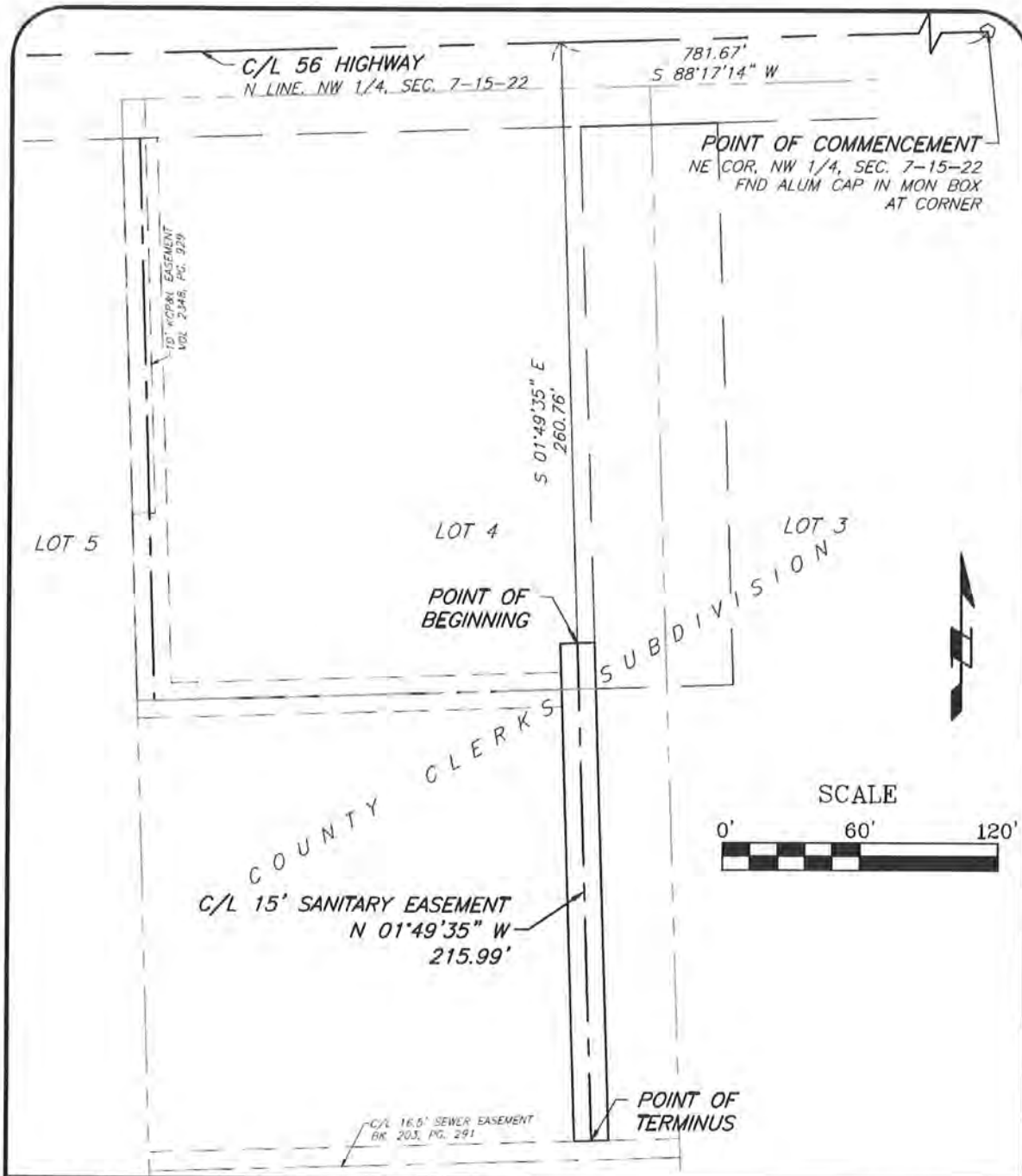
**LEGAL DESCRIPTION OF EASEMENT TRACT**

A strip of land being part of Lot 4, COUNTY CLERKS SUBDIVISION, a subdivision of land recorded in Plat Book 4 at Page 39, located in the Northwest Quarter of Section 7, Township 15 South, Range 22 East, in the City of Edgerton, Johnson County, Kansas, being 15.00 feet in width, 7.50 feet on either side of the following described centerline:

Commencing at the Northeast corner of said Northwest Quarter; thence South 88°17'14" West, along the North line of said Northwest Quarter, 781.67 feet; thence South 01°49'35" East, 260.76 feet to being the Point of Beginning; thence South 01°49'35" East, 215.99 feet to the Point of Terminus.

Exhibit B

EASEMENT TRACT



**J & J**  
**SURVEY**  
LLC

6500 NW TOWER DR., SUITE 102 • PLATTE WOODS, MO 64151  
PHONE (816)741-1017 • FAX (816)741-1018

**UTILITY EASEMENT EXHIBIT**

**LOT 3 & 4**  
**COUNTY CLERKS SUBDIVISION**  
**EDGERTON, JOHNSON COUNTY, KS**

**Prepared by:**

Andrew B. Zarda  
Duggan, Shadwick, Doerr & Kurlbaum LLC  
11040 Oakmont Street  
Overland Park, KS 66210  
(913) 498-3536

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**WITNESSETH:**

WHEREAS, Grantor is the owner of that certain tract or parcel of land lying and being in Johnson County, Kansas, and being more particularly described on **Exhibit A** attached hereto and shown on **Exhibit B** attached hereto and made a part hereof by this reference (hereinafter referred to as the "Easement Tract"); and

WHEREAS, Grantor agrees to grant to Grantee an easement to benefit the Grantee Tract as described herein.

NOW, THEREFORE, for and in consideration of the easements, covenants, conditions, and restrictions contained herein, the sufficiency of which is hereby acknowledged, Grantor and Grantee do hereby agree as follows:

1. **Grant of Utility Easement.** Grantor, as owner of the Easement Tract, hereby grants and conveys to Grantee, its successors and assigns, a permanent, non-exclusive easement and right of way over, through, under and upon the Easement Tract for the purpose of construction, installation, operation, repair and maintenance of public utilities and appurtenances thereto, including but not limited to sanitary sewer, storm drains and storage tanks, water and gas mains, electrical power lines, telephone lines and other utility lines.

2. **Restricted Use by Grantor.** Grantor shall not interfere with the exercise by Grantee of the rights granted herein. Grantor shall not construct or permit to be constructed any structure or

obstruction on the above described Easement Tract or interfere with the construction, maintenance, or operation of sanitary sewer lines and appurtenances constructed pursuant to this instrument.

3. **Term.** The provisions of this Agreement shall run with and bind the land described herein and shall be and remain in effect perpetually to the extent permitted by law. This Agreement shall be binding upon the heirs, legal representatives, successors and assigns of the parties hereto.

4. **Miscellaneous.** This Agreement shall be governed in accordance with the laws of the State of Kansas. The paragraph headings in this Agreement are for convenience only, shall in no way define or limit the scope or content of this Agreement, and shall not be considered in any construction or interpretation of this Agreement or any part hereof. Nothing in this Agreement shall be construed to make the parties hereto partners or joint venturers. No party hereto shall be obligated to take any action to enforce the terms of this Agreement or to exercise any easement, right, power, privilege or remedy granted, created, conferred or established hereunder. This Agreement may be amended, modified or terminated only in writing, executed and acknowledged by all parties to this Agreement or their respective successors or assigns.



IN WITNESS WHEREOF, Grantee and Grantor have set their hands and seals as of the day, month and year first above written.

Grantor:

**Larry L. Pearce Trust Dated the 28th Day of January, 1992**  
(Trust Name)

By: Larry L. Pearce Co-Trustee  
Larry L. Pearce, Co-Trustee  
Street Address: 20315 South Gardner Rd  
City, State & Zip: Gardner KS 66030

By: Donna D. Pearce  
Donna D. Pearce, Co-Trustee  
Street Address: 20315 South Gardner Rd  
City, State & Zip: Gardner, KS 66030

**Donna D. Pearce Trust Dated the 28th Day of January, 1992**  
(Trust Name)

By: Larry L. Pearce Co-Trustee  
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By: Donna D. Pearce  
Donna D. Pearce, Co-Trustee  
Street Address: 20315 South Gardner Rd  
City, State & Zip: Gardner, KS 66030

STATE OF Kansas )  
 ) ss.  
COUNTY OF Johnson )

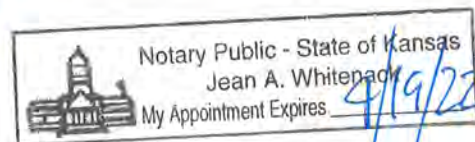
BE IT REMEMBERED, That on this 7<sup>th</sup> day of September, 2017, before me, the undersigned, a Notary Public within and for the County and State aforesaid, came Larry L. Pearce and Donna D. Pearce, Trustees of the Larry L. Pearce Trust Dated the 28th Day of January, 1992 and the Donna D. Pearce Trust Dated the 28th Day of January, 1992, to me personally known to be the identical persons who executed the above and foregoing instrument and who acknowledged the execution of the same on behalf of said Trust.

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

My commission expires:

4/19/22

Jean A. Whitman  
Notary Public



Grantee:

**CITY OF EDGERTON, KANSAS,**  
A Municipal Corporation

By: \_\_\_\_\_  
Beth Linn, City Administrator

ATTEST:

\_\_\_\_\_  
Janeice Rawles, City Clerk

(SEAL)

STATE OF KANSAS                 )  
  )ss.  
COUNTY OF JOHNSON         )

BE IT REMEMBERED, That on this \_\_\_\_\_ day of \_\_\_\_\_, 2017, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came BETH LINN, City Administrator of the City of Edgerton, Kansas, and JANEICE RAWLES, City Clerk of said City, who are personally known to me to be the same persons who executed, as such officers, the within instrument on behalf of said City, and such persons duly acknowledged the execution of the same to be the act and deed of said City.

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

My Commission Expires: \_\_\_\_\_  
Notary Public

\_\_\_\_\_



Exhibit A

**LEGAL DESCRIPTION OF EASEMENT TRACT**

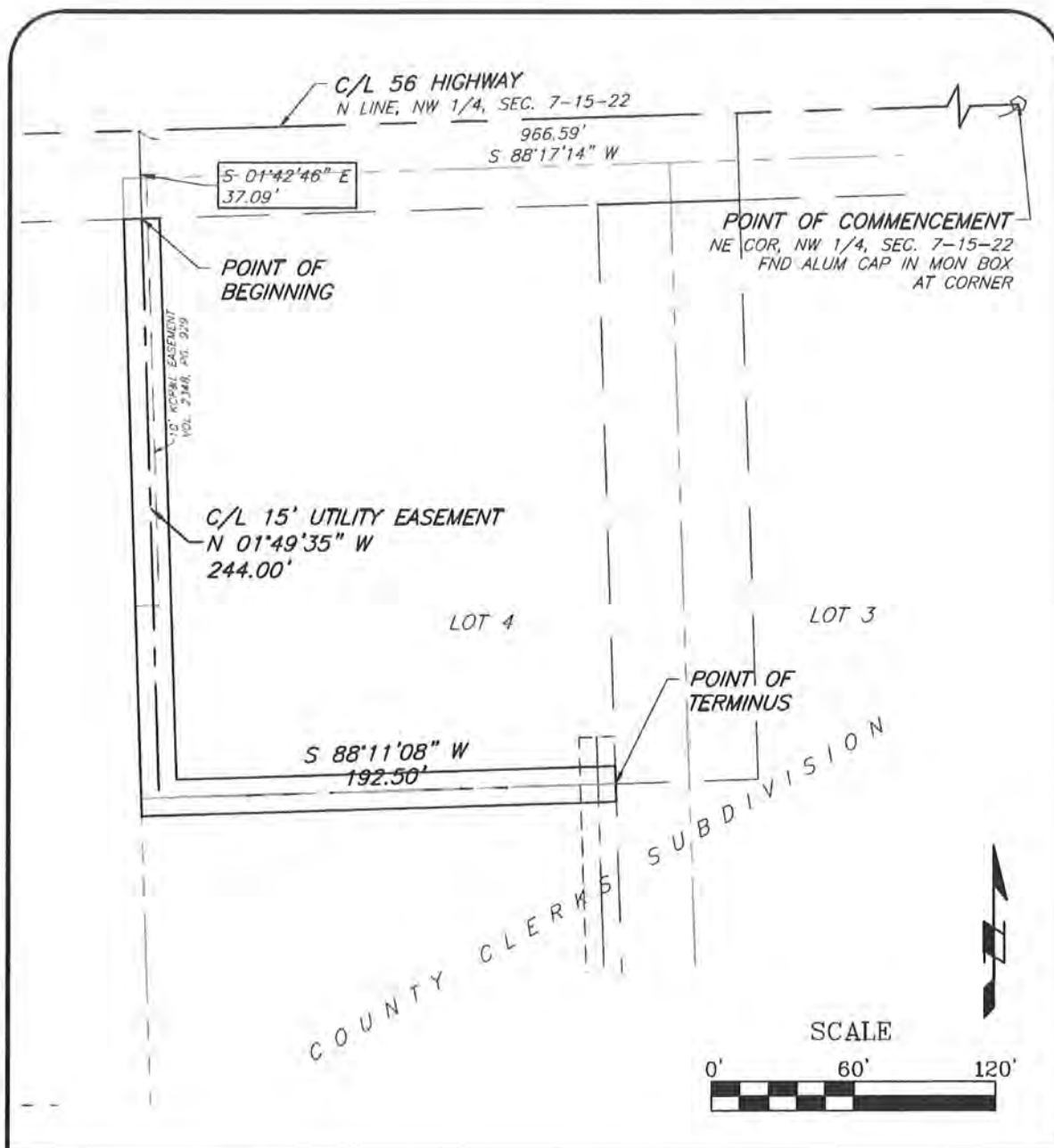
A strip of land being part of Lot 4, COUNTY CLERKS SUBDIVISION, a subdivision of land recorded in Plat Book 4 at Page 39, located in the Northwest Quarter of Section 7, Township 15 South, Range 22 East, in the City of Edgerton, Johnson County, Kansas, being 15.00 feet in width, 7.50 feet on either side of the following described centerline:

Commencing at the Northeast corner of said Northwest Quarter; thence South  $88^{\circ}17'14''$  West, along the North line of said Northwest Quarter, 966.59 feet; thence South  $01^{\circ}42'46''$  East, 37.09 feet to a point at the South Right-of-Way line of 56 Highway, as now established, said point also being the Point of Beginning;

Thence South  $01^{\circ}49'35''$  East, 244.00 feet; thence North  $88^{\circ}11'08''$  East, 192.50 feet to the Point of Terminus.

Exhibit B

EASEMENT TRACT



Location: S:\17.027 - Dollar General Edgerton\DRAWINGS\Plat\UTIL ESMT Exhibit.dwg



**J & J**  
**SURVEY**  
LLC

6500 NW TOWER DR., SUITE 102 • PLATTE WOODS, MO 64151  
PHONE (816)741-1017 • FAX (816)741-1018

**UTILITY EASEMENT EXHIBIT**

**LOT 4**  
**COUNTY CLERKS SUBDIVISION**  
**EDGERTON, JOHNSON COUNTY**  
**KANSAS**

City Project No. 17-1021L  
Parcel No. 0462030702001002000  
(Trust)

**PERMANENT WATER LINE & PEDESTRIAN EASEMENT**

THIS AGREEMENT, Made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_, by and between **Larry L. Pearce** and **Donna D. Pearce**, Trustees of the **Larry L. Pearce Intervivos Trust Dated the 28<sup>th</sup> Day of January, 1992 and the Donna D. Pearce Intervivos Trust Dated the 28<sup>th</sup> Day of January, 1992**, acting pursuant to the powers to convey realty granted under said trust, its successors, administrators, and assigns, hereinafter called Grantor, and the **CITY OF EDGERTON, KANSAS**, a Municipal Corporation, located in the County of Johnson, State of Kansas, hereinafter called Grantee.

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

SECTION ONE  
GRANT OF PERMANENT EASEMENT

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

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

SECTION TWO  
RESTRICTED USE BY GRANTOR

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

SECTION THREE  
WARRANTY OF TITLE

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

SECTION FOUR  
EFFECT OF AGREEMENT

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

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

**GRANTOR:**

**Larry L. Pearce Intervivos Trust Dated the**  
**28<sup>th</sup> Day of January, 1992**

(Trust Name)

By: Larry L. Pearce  
Printed Name: LARRY L PEARCE

By: Larry L. Pearce  
Printed Name: LARRY L PEARCE  
Street Address: 20315 S. GARDNER A.  
City, State & Zip: GARDNER KS 66030

AND

**Donna D. Pearce Intervivos Trust Dated the**  
**28<sup>th</sup> Day of January, 1992**

(Trust Name)

By: Donna D. Pearce  
Printed Name: DONNA D PEARCE

By: Donna D. Pearce  
Printed Name: Donna D. Pearce  
Street Address: 20315 South Gardner Rd  
City, State & Zip: Gardner, KS 66030

**GRANTEE:**

**CITY OF EDGERTON, KANSAS,**  
A Municipal Corporation

By: \_\_\_\_\_  
Beth Linn, City Administrator

ATTEST:

\_\_\_\_\_  
Janeice Rawles, City Clerk

(SEAL)

### ACKNOWLEDGMENT

STATE OF KANSAS       )  
                                  ) ss:  
COUNTY OF JOHNSON   )

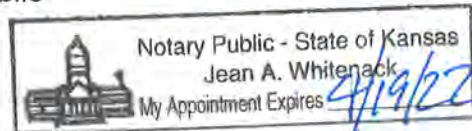
BE IT REMEMBERED, That on this 7<sup>th</sup> day of September, 2017, before me, the undersigned, a Notary Public within and for the County and State aforesaid, came Larry L. Pearce and Donna D. Pearce, Trustees of the Larry L. Pearce Intervivos Trust Dated the 28<sup>th</sup> Day of January, 1992 and the Donna D. Pearce Intervivos Trust Dated the 28<sup>th</sup> Day of January, 1992, to me personally known to be the identical persons who executed the above and foregoing instrument and who acknowledged the execution of the same on behalf of said Trust.

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

Jean A. Whitenack  
Notary Public

My Appointment Expires:

4/19/22



### ACKNOWLEDGMENT

STATE OF KANSAS       )  
                                  ) ss:  
COUNTY OF JOHNSON   )

BE IT REMEMBERED, That on this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came **BETH LINN**, City Administrator of the City of Edgerton, Kansas, and **JANEICE RAWLES**, City Clerk of said City, who are personally known to me to be the same persons who executed, as such officers, the within instrument on behalf of said City, and such persons duly acknowledged the execution of the same to be the act and deed of said City.

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

\_\_\_\_\_  
Notary Public

My Appointment Expires:

\_\_\_\_\_



NW COR.  
Sec. 7, T15S, R22E

# EXHIBIT A

N 1/4 COR.  
Sec. 7, T15S, R22E

Section Line

MORGAN STREET (US-56)

SPEED LIMIT SIGN



19+00

20+00

Proposed  
15' Easement

Proposed 8"  
PVC Waterline

131.94'

LOT 2  
County Clerks  
Subdivision

LARRY L. PEARCE AND DONNA D. PEARCE  
AS CO-TRUSTEES OF THE  
LARRY L. PEARCE INTERVIVOS TRUST DATED  
JANUARY 28, 1992  
AND  
DONNA D. PEARCE AND LARRY L. PEARCE  
AS CO-TRUSTEES OF THE  
LARRY L. PEARCE INTERVIVOS TRUST DATED  
JANUARY 28, 1992  
20315 S GARDNER RD  
GARDNER, KS 66030

LEGEND

Proposed Easement



www.bgcons.com

## Strip Map

City of Edgerton

Morgan Street ( US 56)

SCALE: 1"=30'

Preparation Date: August 9, 2017

OWNER: LARRY L. PEARCE AND DONNA D. PEARCE, AS CO-TRUSTEES OF THE  
LARRY L. PEARCE INTERVIVOS TRUST DATED JANUARY 28, 1992 AND  
DONNA D. PEARCE AND LARRY L. PEARCE, AS CO-TRUSTEES OF THE  
DONNA D. PEARCE INTERVIVOS TRUST DATED JANUARY 28, 1992

DESCRIPTION: EASEMENT

A TRACT OF LAND IN LOT 2 OF THE COUNTY CLERK'S SUBDIVISION IN SECTION  
7, TOWNSHIP 15 SOUTH, RANGE 22 EAST OF THE 6TH P.M. IN THE CITY OF  
EDGERTON, JOHNSON COUNTY, KANSAS, MORE PARTICULARLY DESCRIBED AS  
FOLLOWS:

BEGINNING AT A POINT ON THE WEST LINE OF SAID LOT 2 521.43 FEET  
S.88°17'09"W. (BEING AN ASSUMED BEARING) AND 36.32 FEET  
S.1°39'22"E. FROM THE NORTH QUARTER CORNER OF SAID SECTION 7,  
SAID POINT OF BEGINNING BEING ON THE SOUTH RIGHT-OF-WAY LINE OF  
US HIGHWAY 56 AS DESCRIBED IN CONTRACT FOR RIGHT-OF-WAY RECORDED  
IN BOOK 155 ON PAGE 35 AT THE JOHNSON COUNTY REGISTER OF DEEDS;  
THENCE ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAID HIGHWAY 56  
N.88°11'06"E. 131.94 FEET TO A POINT ON THE EAST LINE OF SAID LOT 2  
BEING 36.09 FEET SOUTHERLY OF THE NORTH LINE OF THE NORTHWEST  
QUARTER OF SAID SECTION 7; THENCE ALONG THE EAST LINE OF SAID LOT  
2  
S.1°44'09"E. 15.00 FEET; THENCE PARALLEL TO AND 15.00 FEET SOUTHERLY  
OF (MEASURED PERPENDICULAR TO) THE SOUTH RIGHT-OF-WAY LINE OF  
SAID HIGHWAY 56  
S.88°11'06"W. 131.95 FEET TO THE WEST LINE OF SAID LOT 2; THENCE ALONG  
THE WEST LINE OF SAID LOT 2  
N.1°39'22"W. 15.00 FEET TO THE POINT OF BEGINNING CONTAINING 0.045  
ACRES.



City Project No. 17-1021L  
Parcel No. 0462030702001003010  
(Trust)

**PERMANENT WATER LINE & PEDESTRIAN EASEMENT**

THIS AGREEMENT, Made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_, by and between **Larry L. Pearce** and **Donna D. Pearce**, Trustees of the **Larry L. Pearce Trust Dated the 28<sup>th</sup> Day of January, 1992 and the Donna D. Pearce Trust Dated the 28<sup>th</sup> Day of January, 1992**, acting pursuant to the powers to convey realty granted under said trust, its successors, administrators, and assigns, hereinafter called Grantor, and the **CITY OF EDGERTON, KANSAS**, a Municipal Corporation, located in the County of Johnson, State of Kansas, hereinafter called Grantee.

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

SECTION ONE  
GRANT OF PERMANENT EASEMENT

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

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

SECTION TWO  
RESTRICTED USE BY GRANTOR

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

SECTION THREE  
WARRANTY OF TITLE

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

SECTION FOUR  
EFFECT OF AGREEMENT

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

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

**GRANTOR:**

**Larry L. Pearce Trust Dated the 28<sup>th</sup> Day of January, 1992**

(Trust Name)

By: Larry L. Pearce

Printed Name: DONNA LARRY PEARCE

By: Larry L. Pearce

Printed Name: LARRY PEARCE

Street Address: 20315 S. GARDNER RD

City, State & Zip: GARDNER KS 66030

AND

**Donna D. Pearce Trust Dated the 28<sup>th</sup> Day of January, 1992**

(Trust Name)

By: Donna D. Pearce

Printed Name: DONNA D PEARCE

By: Donna D. Pearce  
Printed Name: Donna D. Pearce  
Street Address: 20315 S GARDNER RD  
City, State & Zip: GARDNER KS 66030

**GRANTEE:**

**CITY OF EDGERTON, KANSAS,**  
A Municipal Corporation

By: \_\_\_\_\_  
Beth Linn, City Administrator

ATTEST:

\_\_\_\_\_  
Janeice Rawles, City Clerk

(SEAL)

### ACKNOWLEDGMENT

STATE OF KANSAS       )  
                                  ) ss:  
COUNTY OF JOHNSON   )

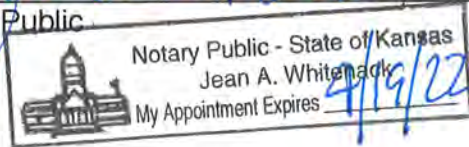
BE IT REMEMBERED, That on this 7<sup>th</sup> day of September, 2017, before me, the undersigned, a Notary Public within and for the County and State aforesaid, came Larry L. Pearce and Donna D. Pearce, Trustees of the Larry L. Pearce Trust Dated the 28<sup>th</sup> Day of January, 1992 and the Donna D. Pearce Trust Dated the 28<sup>th</sup> Day of January, 1992, to me personally known to be the identical persons who executed the above and foregoing instrument and who acknowledged the execution of the same on behalf of said Trust.

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

My Appointment Expires:

4/19/22

Notary Public



### ACKNOWLEDGMENT

STATE OF KANSAS       )  
                                  ) ss:  
COUNTY OF JOHNSON   )

BE IT REMEMBERED, That on this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came **BETH LINN**, City Administrator of the City of Edgerton, Kansas, and **JANEICE RAWLES**, City Clerk of said City, who are personally known to me to be the same persons who executed, as such officers, the within instrument on behalf of said City, and such persons duly acknowledged the execution of the same to be the act and deed of said City.

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

\_\_\_\_\_  
Notary Public

My Appointment Expires:

\_\_\_\_\_

2

NW COR.  
Sec. 7, T15S, R22E

N 1/4 COR.  
Sec. 7, T15S, R22E

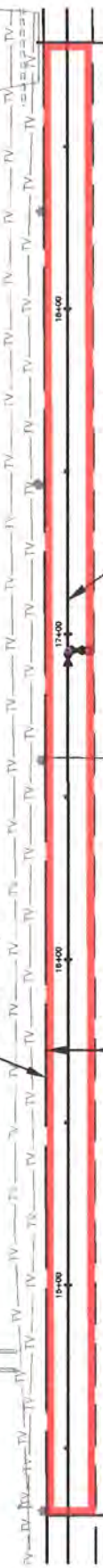
# EXHIBIT A

Section Line

MORGAN STREET (US-56)

Exist. R/W

EXISTING LIMIT SIGN



Proposed  
15' Easement

Proposed 8"  
PVC Waterline

232.59'

220.00'

452.59'

LOT 4  
County Clerks  
Subdivision

LOT 3  
County Clerks  
Subdivision

LARRY L. PEARCE AND DONNA D. PEARCE  
AS CO-TRUSTEES OF THE  
LARRY L. PEARCE TRUST DATED THE  
28TH DAY OF JANUARY, 1992  
AND

DONNA D. PEARCE AND LARRY L. PEARCE  
AS CO-TRUSTEES OF THE  
DONNA D. PEARCE TRUST DATED THE  
28TH DAY OF JANUARY, 1992  
20315 S GARDNER RD  
GARDNER, KS 66030

## LEGEND

Proposed Easement

## Strip Map

City of Edgerton

Morgan Street ( US 56)

SCALE: 1"=50'

Preparation Date: August 9, 2017



www.bgcons.com



OWNER: LARRY L. PEARCE AND DONNA D. PEARCE AS CO-TRUSTEES OF THE  
LARRY L. PEARCE TRUST DATED THE 28TH DAY OF JANUARY, 1992  
AND  
DONNA D. PEARCE AND LARRY L. PEARCE AS CO-TRUSTEES OF THE  
DONNA D. PEARCE TRUST DATED THE 28TH DAY OF JANUARY, 1992

DESCRIPTION: EASEMENT

A TRACT OF LAND IN LOT 3 AND LOT 4 OF THE COUNTY CLERK'S SUBDIVISION  
IN SECTION 7, TOWNSHIP 15 SOUTH, RANGE 22 EAST OF THE 6TH P.M. IN THE  
CITY OF EDGERTON, JOHNSON COUNTY, KANSAS, MORE PARTICULARLY DESCRIBED  
AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST LINE OF SAID LOT 4 974.13 FEET  
S.88°17'09"W. (BEING AN ASSUMED BEARING) AND 37.12 FEET  
S.1°45'57"E. FROM THE NORTH QUARTER CORNER OF SAID SECTION 7,  
SAID POINT OF BEGINNING BEING ON THE SOUTH RIGHT-OF-WAY LINE OF  
US HIGHWAY 56 AS DESCRIBED IN CONTRACT FOR RIGHT-OF-WAY RECORDED  
IN BOOK 155 ON PAGE 47 AT THE JOHNSON COUNTY REGISTER OF DEEDS;  
THENCE ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAID HIGHWAY 56  
N.88°11'06"E. 452.63 MORE OR LESS TO A POINT ON THE EAST LINE OF SAID  
LOT 3 BEING 36.31 FEET SOUTHERLY OF THE NORTH LINE OF THE  
NORTHWEST QUARTER OF SAID SECTION 7; THENCE ALONG THE EAST LINE  
OF SAID LOT 3  
S.1°39'22"E. 15.00 FEET; THENCE PARALLEL TO AND 15.00 FEET SOUTHERLY  
OF (MEASURED PERPENDICULAR TO) THE SOUTH RIGHT-OF-WAY LINE OF  
SAID HIGHWAY 56  
S.88°11'06"W. 452.59 FEET TO THE WEST LINE OF SAID LOT 4; THENCE ALONG  
THE WEST LINE OF SAID LOT 4  
N.1°49'35" 15.00 FEET TO THE POINT OF BEGINNING, CONTAINING 0.156  
ACRES.

## AGENDA ITEM INFORMATION FORM

**Agenda Item:** Consider Approval of Year-End Longevity Bonus for Employees

**Department:** Administration

**Background/Description of Item:** Historically, the City of Edgerton has thanked its long-term employees for their years of service with a longevity bonus at year-end. The bonus has been awarded based on \$1.50 per month of employment with the City. Using this methodology, annual bonuses would total \$1,777.00 and would range from \$50 to \$498.00. Employees who have not worked for the City for at least thirty-three months and part-time employees would receive a minimum \$50 bonus. The City of Edgerton Personnel Rules and Regulations state "Annual longevity pay may be given at the discretion of the Governing Body."

**Related Ordinance(s) or Statute(s):** Personnel Rules and Regulations

**Recommendation:** Approve Year-End Longevity Bonus for Employees

**Funding Sources:** General - General Government – Salaries; General – Streets – Salaries; Water – Distribution – Salaries; Sewer – Treatment Plant - Salaries

Prepared by: Karen Kindle, Finance Director  
Date: October 30, 2017

## AGENDA ITEM INFORMATION FORM

**Agenda Item:** Consider Funding Recommendations for 2018 Human Service Fund

**Department:** Administration

**Background/Description of Item:** During the annual budget process for 2018, Edgerton City Council approved an allocation of \$1800 to United Community Services for the Human Service Fund. The Human Service Fund agreement gives participating jurisdictions the authority and responsibility for determining allocations from this fund. The Edgerton governing body is requested to approve the funding recommendations no later than January 5, 2018.

The Human Service Fund offers local governments a cost-efficient, accountable mechanism to support an array of services that help residents of every city and township who are facing difficult circumstances. Funding is awarded to local nonprofit agencies which provide vital programs that meet the needs of Johnson County residents who live with income at or near the federal poverty level. Priority is given to programs that address child care, job training, emergency aid and shelter, child/adult abuse, child welfare, and health care. (See appendix B for all funding priorities.) Agencies recommended for grants demonstrate positive outcomes and are working collaboratively with others in the community.

Last year programs receiving Human Service Fund grants served approximately 57,570 Johnson County residents in-need. But, these programs benefit more than just the individual and their family; the entire community, including local government, benefits. Without a strong human service infrastructure to address issues such as unemployment, lack of child care, homelessness, child abuse and neglect, domestic violence, and untreated medical conditions, our community will experience higher crime rates and lower tax revenue, a decline in the standard of living, and weakened economic health.

Enclosed is the 2018 Human Service Fund Applicant History and Recommendations for review. As a participating jurisdiction, Edgerton City Council has been asked to review and approval the funding recommendations.

Enclosure: 2018 Human Service Fund Applicant History and Recommendations

**Recommendation:** Approve Funding Recommendations for 2017 Human Service Fund

**Funding Sources:** N/A

Prepared by: Scott Peterson, Assistant City Administrator

Date: November 9, 2017





# United Community Services of Johnson County

## 2018 HUMAN SERVICE FUND RECOMMENDATIONS REPORT

### Board Members

Michael Hockley, President

Kate Allen

Brian S. Brown

Jennifer Bruning

Tara S. Eberline

Cheryl Harrison-Lee

Rev. Lee Jost

Roxann Kerr Lindsey

Donna Lauffer

Janis McMillen, PhD

Justin Nichols

Leo J. Nunnink

Tom Robinett

Sandra Sanchez

Paul Snider

Maury L. Thompson

Kevin Tubbesing

Rick Worrel

### Council of Advisors

Gary Anderson

Mary Birch

Dick Bond

Pat Colloton

David Cook, PhD

Hon. Peggy Dunn

Hon. Ed Eilert

Jeffrey O. Ellis

SuEllen Fried

Ellen Hanson

Terrie Huntington

Audrey Langworthy

Jill Quigley

Clint Robinson

Carol Sader

Joseph Sopcich, PhD

Brad Stratton

Charlie Sunderland

Elaine Tatham, PhD

Stephen Tatum

David Warm

Ron Wimmer, PhD

Hannes Zacharias

### Executive Director

Julie K. Brewer

Human service programs are a vital component of quality of life. United Community Services (UCS) commends city and County government leaders for recognizing the important role of local government in supporting human service programs. Thank you for your support of the **Human Service Fund** in 2018.

Together, Johnson County Government and 14 cities committed \$359,715 for the Human Service Fund in 2018. (See appendix A for list of participating jurisdictions.) These contributions directly benefit Johnson County residents who will be served through 15 programs recommended for 2018 Human Service Fund grants.

The Human Service Fund (HSF) offers local governments a cost-efficient, accountable mechanism to support an array of services that help residents of every city and township who are facing difficult circumstances. Funding is awarded to local nonprofit agencies which provide vital programs that meet the needs of Johnson County residents who live with income at or near the federal poverty level. Priority is given to programs that address child care, job training, emergency aid and shelter, child/adult abuse, child welfare, and health care. (See appendix B for all funding priorities.) Agencies recommended for grants demonstrate positive outcomes and are working collaboratively with others in the community. Funding recommendations represent the maximum HSF award for the calendar year, and UCS is not responsible for reductions in grant awards that may occur due to reduction in allocated funds by participating jurisdictions.

Thanks to your support, last year programs receiving Human Service Fund grants served approximately 57,570 Johnson County residents in-need. But, these programs benefit more than just the individual and their family; the entire community, including local government, benefits. Without a strong human service infrastructure to address issues such as unemployment, lack of child care, homelessness, child abuse and neglect, domestic violence, and untreated medical conditions, our community will experience higher crime rates and lower tax revenue, a decline in the standard of living, and weakened economic health.

**Jurisdictions are asked to accept the funding recommendations by  
January 5, 2018.**

## 2018 Human Service Fund Applicant History and Recommendations

Applicant	2016 Grant	2017 Grant	2018 Recommendation	Program Description
CASA of Johnson & Wyandotte Counties	\$25,465	\$32,000	\$40,000	Court-ordered intervention by trained volunteers for children determined by a judge to be a "Child in Need of Care" due to abuse or neglect, or as high concern for safety and placement. Volunteers focus on the child and submit reports to judge.
Catholic Charities of NE Kansas	\$70,000	\$70,000	\$70,000	Emergency assistance and supportive housing, including case management to meet basic needs of low-income families and help them work towards self-sufficiency.
El Centro	\$20,000	\$20,000	\$20,000	Safety net services for low-income, under/uninsured individuals and families, including emergency assistance (utilities and housing), assistance with access to healthcare, financial education and assistance with income tax filing. Promotes good health and provides OSHA workplace instruction.
Growing Futures Early Education Center	\$8,500	\$9,265	\$9,265	Scholarships for child care fees for enrolled low-income families during financial hardship, which allows parents to maintain full-time education or employment. Crisis assistance for enrolled families who need help with food and housing.
Harvesters	\$8,000	\$10,000	\$12,000	BackSnack and Kids Café program provides a backpack of food for low-income food insecure school children to take home over the weekend, and meals in afterschool locations and summer sites.
Health Partnership Clinic	\$45,300	\$42,000	\$42,000	Health and dental care, through a medical home model, for uninsured low-income Johnson County residents.
Hillcrest Transitional Housing of Kansas	No request	\$5,000	\$6,000	Transitional housing for homeless youth and adults, including case management, budget counseling, and supportive services.
Johnson County Interfaith Hospitality Network (IHN)	\$9,000	\$9,000	\$9,000	Case management for homeless single females and homeless families with children who receive shelter, meals, and transportation assistance from IHN.
Jewish Family Services	No request	\$0	\$5,000	Food, Shelter and Employment program provides array of safety-net to low-income families.
Kansas Children's Service League	\$19,800	\$19,800	\$19,800	Home-based education and family support for new parents whose children are at-risk for child abuse and neglect.
KidsTLC	\$15,400	\$15,400	\$17,500	The Street Outreach Services Program serves runaway and homeless youth, with goal of safe housing. Addresses youths' immediate needs; related services and case management are available.
SAFEHOME	\$18,000	\$18,000	\$19,865	The Economic Empowerment Program promotes economic self-reliance for victims of domestic violence who are living in shelter, and for women in the agency's outreach programs.
Salvation Army Family Lodge (Olathe)	\$15,000	\$18,000	\$18,000	Emergency and transitional housing for homeless and near homeless families in Johnson County, including related services and case management.
Sunflower House	\$32,500	\$32,500	\$37,500	Personal safety and prevention programs for children and youth. Prevention and education programs for child care professionals and caregivers, including mandated reporters.
The Family Conservancy	\$15,000	\$10,000	\$10,000	Implementation of "Talk, Read, Play" Intensive Model at two early childhood centers which serve low-income children. TRP strengthens parents' abilities to support their child's early learning and literacy development.
<b>Total</b>	<b>\$301,965</b>	<b>\$310,965</b>	<b>\$335,930</b>	The 2017 federal poverty level for a family of three is \$20,420.



## 2018 Human Service Fund Recommendations

**CASA of Johnson and Wyandotte Counties** Funding is recommended for the Child Advocacy Program, a court-ordered program that serves children from birth to age 18. Most children in the program are those whom a Juvenile Court Judge has determined to be a "Child in Need of Care" due to abuse or neglect by parent or caretaker (commonly placed in foster care). Children may also be referred by a Family Court Judge when child safety and placement are of great concern in a high conflict divorce or separation. In these cases the judge is determining if the child can reside in a safe placement without having to be placed in state custody (foster care). A trained CASA volunteer advocate regularly meets with the child and focuses on the child's situation (safety, mental health and education needs, etc.). The volunteer also gathers information from the parents, foster parents, social workers, attorneys, and teachers, then with the CASA supervisor, identifies service needs. CASA submits a report to the judge which includes information about the child's statements, behavior, and interaction with parents. Court reports support the judge's critical decisions about where child should live and what services should be court-ordered.

**\$40,000 Recommendation**

**Results Projected:** Program results include children who will not be substantiated as victims of additional abuse or neglect, have a stable adult presence in their lives, and when eligible, will complete high school or earn a GED. CASA anticipates serving 480 Johnson County children during 2018.

**Catholic Charities of Northeast Kansas** Funding is recommended for the Emergency Assistance and Supportive Housing program which operates out of two centers in Johnson County. The program provides assistance and strengths-based case management, without regard to religious affiliation, to families living at or below 150% of federal poverty guidelines. Emergency Assistance services include those that meet residents' basic needs such as food, clothing and shelter, as well as financial assistance with prescription medication and medical supplies, utilities, child care, and transportation. The case management delivery model emphasizes modes of self-sustainment, including asset development/financial literacy, education on life skills, and connection to other resources.

**\$70,000 Recommendation**

**Results Projected:** During 2018, the agency anticipates serving 34,000 Johnson County residents with assistance that includes food and/or financial support to maintain housing and utilities. Every client who receives financial assistance will undergo a case manager-led financial assessment, and 75% of clients will attend financial literacy education, and receive one-on-one coaching according to assessed financial need and capability.

**El Centro, Inc.** Funding is recommended for El Centro Family Services Center – Comprehensive Safety-Net Services in Olathe/Johnson County Office. Safety net services are provided to low-income and/or under-/uninsured Johnson County individuals and families. Services include Economic Empowerment (emergency assistance and financial education classes), Volunteer Income Tax Assistance Program, and OSHA Workplace Informational Instruction (certified classes on workplace safety and prevention of health hazards in workplace). El Centro is

**\$20,000 Recommendation**

moving toward a more intensive service model based upon the Financial Opportunity Center model, which incorporates strength-based case management and economic empowerment, with a focus on workforce training and development, in addition to financial literacy and coaching and income supports.

**Results Projected:** During 2018 El Centro expects to serve 1,340 Johnson County residents at the Olathe office. Results include meeting clients' basic needs, assisting clients in obtaining an ITIN (if needed) and filing income taxes, and educating clients about workplace safety and obtain OSHA certification training – thereby building workforce safety.

**Growing Futures  
Early Education  
Center**

\$9,265

Recommendation

Funding is recommended for Growing Futures' Head Start Wrap Around Care/Full Day Program which provides scholarships to assist families experiencing financial hardships and unable to pay their share of child care fees for the full day of care (7:00a.m.-5:30p.m.). This allows for continuity of early childhood care and education. The majority of children in the Wrap Around Care program are Head Start-eligible (living at 100% of federal poverty level). Crisis assistance is provided to families in need of short-term help, particularly with housing (those in jeopardy of losing Section 8 eligibility because of inability to pay rent on time), and food.

**Results Projected:** Children maintain enrollment in the program even though families face financial hardship, and children will illustrate school readiness in the five Head Start Learning Framework developmental domains. During 2018 Growing Futures projects serving 100 Johnson County children with the Wrap Around Care/Full Day Program.

**Harvesters**

\$12,000

Recommendation

Funding is recommended to support Harvesters BackSnack program which is provided within Johnson County schools, and Kids Café which is provided in after-school locations and summer sites in Johnson County. Through the BackSnack program a backpack filled with food is provided to low-income children who take it home for the weekend. Harvesters' purchases food for the backpacks and links schools to a community partner, and transports the food kits to the partner. Community partners clean backpacks, place food kits in backpacks and distribute backpacks to schools every week. School staff identify children in greatest need of food assistance. During 2017-18 school year, Harvesters will collaborate with 53 schools in Johnson County for BackSnack. Harvesters delivers meals directly to Kids Café sites and provides meals at no cost to recipients. Free and reduced lunch school statistics help determine location of Kids Café sites. During 2017-18 school year, there will be 20 Kids Café sites in Johnson County.

**Results Projected:** In 2018, through the BackSnack program, the agency anticipates serving 1,980 Johnson County children and distributing 67,320 backpacks, and providing 27,960 meals to 2,177 children through at least 20 Kids Cafe sites. Results include positive effects on children's grades, behavior and health.

<b>Health Partnership Clinic (HPC)</b>  \$42,000 Recommendation	<p>Funding is recommended for primary and preventative medical care, which are provided at Health Partnership Clinic's office in Olathe. HPC targets serving individuals living at or below 200% of the Federal Poverty Level; 56% of clients are uninsured and 34% have public insurance or Medicaid. Health Partnership Clinic, Johnson County's largest safety-net clinic, utilizes a medical home model which emphasizes prevention and health maintenance while providing a broad scope of services including care for patients with chronic diseases. HPC also provides dental and behavioral health services. Specialty care is provided through a network of providers.</p> <p><b>Results Projected:</b> Anticipated program results include access to a medical and dental home for low-income and uninsured residents, patients achieve better health outcomes, and patients utilize the Health Partnership Clinic (HPC) as their ongoing source of care (i.e. a medical home). During 2018 HPC anticipates serving 12,003 Johnson County residents through 34,509 patient office visits or encounters.</p>
<b>Hillcrest Ministries of MidAmerica</b>  \$6,000 Recommendation	<p>Funding is recommended for Hillcrest's Transitional Housing – Homeless Youth and Families program. Transitional housing for homeless youth (ages 16-21), families (children and adults), and single adults will be provided in eight apartments located in Overland Park. Hillcrest uses either the HUD or McKinney-Vento education definition of homeless (100% or below of Federal Poverty Level). The youth program provides up to 24 months of housing and services, including individual case management and budget counseling, and connection to community services to address immediate and ongoing needs as applicable, such as medical, dental, vision, mental health, substance abuse treatment, employment training, tutoring, and mentoring. Adults and families receive similar services, however, for a shorter period of time (3 months). A food and basic-needs pantry is also provided at the Overland Park facility.</p> <p><b>Results projected:</b> 35 homeless children/youth and adults will be provided transitional housing and achieving at least one goal from their assessment plan. Homeless youth will work toward achieving an education goal; 12 homeless adults will maintain or improve their employment.</p>
<b>Jewish Family Services</b>  \$5,000 Recommendation	<p>For the first time, Jewish Family Services is recommended for funding of the Food, Shelter, &amp; Employment program (FS&amp;E). This program provides low-income (at or below 150 percent of poverty) families a one-stop array of coordinated services including employment coaching, financial education, income supports, and food and emergency assistance, without regard to religious affiliation. Service delivery emphasizes an integrated approach to financial improvement.</p> <p><b>Results projected:</b> During 2018 the agency expects to serve 200 Johnson County residents. Clients will secure and retain employment, and improve their financial situation as evidenced by improved credit score, and increased income and sustainability.</p>

**Johnson County Interfaith Hospitality Network (JoCoIHN)** JoCoIHN provides shelter, meals, transportation and case management for homeless families and single unaccompanied females. Area congregations provide shelter and meals on a rotating schedule while JoCoIHN staff helps families regain self-sufficiency and independence. Human Service Funds are used to provide strengths-based case management which includes assistance with transportation, referrals to other community resources, assistance with budgeting and money management, and assistance with job and housing searches. Services are provided by 3,300 volunteers through partnerships with 35 faith congregations.

\$9,000  
Recommendation

**Results Projected:** During 2018 the agency expects to serve 40 Johnson County residents with 2,500 days of shelter and case management. Clients completing the program will increase their economic resources, and approximately 50 percent will move into homes of their own within four months of entering the network.

**Kansas Children's Service League (KCSL)** Funding is recommended for Johnson County Healthy Families, a child abuse prevention program which provides intensive home-based education and family support services to parents who are experiencing extreme stress and are "at-risk" for abuse and neglect. Eligibility is based upon risk factors, not income, however, most of the families are low-income. Participants receive routine at-home visits, case management, referrals to community resources and services, child development and parent education, and linkage to health care services.

\$19,800  
Recommendation

**Results Projected:** During 2018, 135 Johnson County individuals are expected to be served. Anticipated results are that families do not have any substantiated child abuse and neglect; children have health insurance and are current on immunizations, and have a developmental screen in the last six months (or are already receiving services for developmental delays).

**KidsTLC** Funding is recommended for KidsTLC Street Outreach Services Program (SOS) which provides intervention services to clients aged 12-24 (including young families) who are homeless or at-risk of homelessness. The primary goal is to get clients into permanent and rapid re-housing, or refer them to shelter and transitional living programs. SOS operates a crisis hotline in order to respond to youth at any time. When youth are interested in further engagement, SOS works to transition them into case management. Within case management the program focuses on educational supports, employment support, financial literacy, and mental health/health care support. In 2017 and into 2018 KidsTLC partners (or will partner) with two public school districts to provide homeless students (as defined by KS Dept. of Education which uses McKinney Vento legislation terminology) and their families with housing/utility assistance, mental health assistance, and emergency relief.

\$17,500  
Recommendation

**Results Projected:** During 2018 the organization estimates serving 70 Johnson County residents through this program. Program results include securing housing for youth, and connecting families and youth to case management and other critical services, with a main focus on impacting youth and families within the Olathe and Shawnee Mission School Districts through their Impact Olathe and Project Home programs.



**SAFEHOME** SAFEHOME provides shelter and other assistance for victims of domestic violence. Funding is recommended to support SAFEHOME's Economic Empowerment Program. Through education, support, and referrals to community agencies, this program assists clients in taking control of their finances and moving towards financial independence. Clients participating in SAFEHOME'S outreach/transitional living programs also have access to financial literacy classes.

\$19,865

Recommendation

**Results Projected:** Program participants secure employment, enroll in job training or education programs, and achieve budgeting/credit goals. The agency projects this program will serve 225 Johnson County residents during 2018.

**Salvation Army Olathe** Funding is recommended to assist low and very low income homeless families in Johnson County with food and temporary shelter at the Johnson County Family Lodge (a homeless shelter) in Olathe. In most cases, the Lodge provides up to 90 days of shelter. Residents meet weekly with a case manager who utilizes the strengths-based case management model. Parenting and financial literacy classes are offered, as well as skill building in becoming gainfully employed and building a support system, and navigating mainstream resources.

\$18,000

Recommendation

**Results Projected:** In addition to providing safe shelter, results include families who increase their skills or income, apply for mainstream services (SNAP, TAF, Medicaid, etc.) and move into transitional or permanent housing. The Family Lodge anticipates serving 175 Johnson County residents during 2018.

**Sunflower House** Funding is recommended to support the Personal Safety Education Program, a child abuse prevention education program. The program includes: 1) *Happy Bear*, an interactive play for children ages four through seven enrolled in public and private early childhood centers and elementary schools; 2) *Think First and Stay Safe*, a curriculum for grades PreK-fifth that reinforces personal and digital boundaries and emphasizes that bullying and sexual abuse are against the law; 3) *E-Safety Presentation*, targeting sixth through eighth graders and educating them on online safety topics such as sexting, bullying, child exploitation, and social networking; 4) *Keeping Kids Safe Online*, a workshop for parents provided in partnership with the FBI Cyber Crimes Unit; 5) *Stewards of Children*, a child sexual abuse prevention and education training for adults; 6) *Mandated Reporter Training* which teaches attendees to recognize signs of sexual abuse, correct procedures/laws for reporting, and how to handle a child's disclosure; and, 7) *Child Protection Project*, a presentation designed to raise the awareness of child sexual abuse among parents and caregivers, and give them tools needed to be proactive in protecting children.

\$37,500

Recommendation

**Results Projected:** Children are knowledgeable of strategies to recognize, resist and report abuse; youth who receive mobile technology and web education will indicate they will report unwanted electronic communication, and can identify how to report it; and, mandated reporters and caring adults are trained to identify and report child abuse and neglect. The agency anticipates reaching 14,000 Johnson County residents during 2018.

**The Family  
Conservancy**

\$10,000

**Recommendation**

Funding is recommended for “Talk, Read, Play” (TRP), a parent-child initiative lead by The Family Conservancy since 2011. The Talk Read Play Intensive program model, developed in 2014, will be implemented in one to two Johnson County child care programs which serve families who receive state subsidy for child care costs. Talk Read Play trains child care providers and addresses parents’ basic abilities to support their child’s early learning and literacy development. It helps parents interact intentionally with their children, furthering at home the lessons child development educators begin building with children in the classroom. Talk Read Play places special emphasis on reaching low-income parents where research suggests it has potential to have a greater impact on children’s healthy development.

**Results Projected:** Parents increase in frequency of talking, reading and playing with their children. Child care providers increase utilization of Talk Read Play strategies in the classroom, distribution of Talk Read Play materials to families, and on-site parent event activities. During 2018 The Family Conservancy plans to serve 150 to 300 Johnson County residents.

## **2018 HUMAN SERVICE FUND GRANT REVIEW COMMITTEE**

UCS Board Members

- Jennifer Bruning, *Committee Chair*, Kansas State Alliance of YMCAs
- Brian Brown, TeamHealth
- Tara S. Eberline, Foulston Siefkin, LLP
- Janis McMillen, Community Volunteer
- Justin Nichols, Lathrop & Gage LLP
- Sandra Sanchez, Community Volunteer

Community Members

- Nicole Russell, Waddell & Reed Financial, Inc.
- Rebecca Yocham, City of Lenexa

Staff support: Marya Schott, UCS Community Initiatives Director



## APPENDIX A

### 2018 HUMAN SERVICE FUND PARTICIPATING JURISDICTIONS

JURISDICTION	CONTRIBUTION
Johnson County	\$131,775
De Soto	\$2,180
Edgerton	\$1,800
Gardner	\$6,000
Leawood	\$15,000
Lenexa	\$18,500
Merriam	\$7,600
Mission	\$7,600
Olathe	\$50,100
Overland Park	\$80,200
Prairie Village	\$7,600
Roeland Park	\$4,285
Shawnee	\$23,900
Spring Hill	\$1,800
Westwood*	\$1,375
<b>Total from County Government &amp; Cities</b>	<b>\$359,715</b>
Interest	<u>\$1,215</u>
Subtotal	\$360,930
UCS Administration	<u>\$25,000</u>
<b>Total Available to Allocate</b>	<b>\$335,930</b>

\*Westwood's contribution is pending

## 2018 HUMAN SERVICE FUND GUIDELINES

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The Human Service Fund is a competitive process that awards grants to nonprofit organizations for operating human service safety net programs that meet the needs of Johnson County residents who live with income at or near the federal poverty level. The human service safety net cares for and protects the vulnerable, and provides pathways and opportunities for the disadvantaged to become contributing members of society. Components of the safety net that are supported by the HSF are: 1) basic needs, 2) work and income supports, and 3) health, wellness and personal safety.

### FUNDING PRIORITIES 2018

The HSF supports programs that benefit local governments by avoiding, deferring, or preventing costs that otherwise might be incurred by local government.

1. Programs funded by the HSF must deliver measurable outcomes which benefit county residents and, in the long-term, benefit local governments by avoiding, deferring, or preventing costs that otherwise might be incurred by local government.
2. Programs funded by the HSF must fit the definition of "Safety Net or Work Supports." Priority is given to programs that address child care and early childhood development, job training, emergency aid and shelter, child/adult abuse, child welfare, and health care.
3. Priority will be given to programs that serve individuals and/or families with income below or near the federal poverty level.
4. Priority will be given to programs that demonstrate innovation and/or collaboration in program delivery.

### ELIGIBILITY

- Current §501(c)(3) designation and in good standing in Kansas or Missouri as a nonprofit corporation, i.e., may not be an entity of city or county government.
- Agency must provide an independent certified audit of the previous year's financial records; or, if total agency revenues were less than \$250,000, an independent review of financial statements prepared by a Certified Public Accountant. The audit or review must have been completed within nine (9) months of the close of the fiscal year. Upon request, the agency may need to provide additional financial information, such as, but not limited to, the most recent IRS Form 990.
- The program serves primarily Johnson County, Kansas residents who live with income at or near federal poverty level. Programs that do not meet this criterion may still be eligible if the program leads to the prevention of poverty, and primarily serves Johnson County residents.
- The program clearly defines and measures outcomes for participants.
- The program benefits local governments by avoiding, deferring, or preventing costs that otherwise might be incurred by local government.
- The applicant complies with Agency Standards.
- Applicants must affirm that the agency does not discriminate on the basis of age, sex, ethnicity, disability, race, color, ancestry, political affiliation, religion, sexual orientation, mental health disability or national origin.
- Only one HSF application may be submitted by an agency. Applications will not be accepted for both the HSF and Alcohol Tax Fund (managed by Drug and Alcoholism Council, a program of UCS) for the same program during the same funding cycle.
- Applications for substance abuse programs are not accepted and should be directed to the Alcohol Tax Fund.

## AGENDA ITEM INFORMATION FORM

**Agenda Item:** Consider the Final Acceptance of the 2017 Street Program (Overlay)

**Department:** Public Works

**Background/Description of Item:** The 2017 Annual Street Maintenance Program was developed to include a Base Bid, Bid Alternate #1 and Bid Alternate #2 to provide City Council flexibility in awarding the project based on the bids received. A description of the streets included in the project is below. Also enclosed is a map illustrating these streets.

- Base Bid (orange): E McCarty Street, W Hulett Street, E Hulett Street, E Martin Street, E McDonald Street
- Bid Alt. #1 (maroon): E Rankin Street, E Meriwood Street, E 3<sup>rd</sup> Street and E 4<sup>th</sup> Street
- Bid Alt. #2 (green): E 5<sup>th</sup> Street and E 6<sup>th</sup> Street.

City staff will be working to complete the necessary preparation work for the project. This work should be wrapped up prior to the start of project, or just out ahead of the contractor if necessary.

### BID PROCESS

On May 25<sup>th</sup>, 2017 Council granted concurrence to bid the 2017 Street Maintenance Program (Overlay). The project manual and accompanying documents were posted on Drexel Technologies Plan Room on June 22, 2017, and a public bid opening for the 2017 Street Program was held on Monday July 17, 2017. The City received six bids. A copy of the project bid tabulations has been prepared by City Engineer and enclosed with this packet.

### BUDGET

The approved 2017 Capital Improvement program includes a total of \$150,000 for 2017 Annual Street Maintenance Project as shown in the enclosed project sheet. That includes \$70,341 in Special Highway funds and \$79,659 in LPKC Maintenance Fee funds.

### BID ALTERNATES

On July 27<sup>th</sup> City Council Approved the 2017 Overlay Program, including Bid Alternate #1 and #2, with Little Joes Asphalt, Inc. with a total project cost of \$245,557.22. Per the completion of the project the total cost of the Adjusted Contract is \$ 216,142.30

The project included two changes order. The change orders were due to the flooding of the Public Works Facility and the Total Loss of the necessary equipment need to finish the preparation work. Change Order #1 was the finishing of Prep Patching, Change Order #2 was raising of Manholes and Water Valves.

Original Contract:	\$245,557.22
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Adjusted Final Contract Price:	\$216,142.30
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Change Order No. 1:	\$39,999.18
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Change Order No. 2:	<u>\$4,000.00</u>
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Actual Contract Price:	\$260,141.48
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Enclosure: Final Pay Estimates including Change Orders  
Email from Public Works regarding completion

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

**Recommendation:** Approve Final Acceptance of the 2017 Street Program (Overlay) and Authorize Final Payment to Little Joes Asphalt, Inc.

**Funding Source:** Capital Improvement Fund, Special Highway and Flood

Capital Improvement: \$145,801.30

Special Highway: \$70,341.00

Flood: \$43,999.18

Prepared by: Trey Whitaker, Public Works Superintendent

Date: November 3<sup>rd</sup>, 2017

# Little Joe's Asphalt, Inc.

P O Box 516  
Bonner Springs, KS 66012

Phone: (913) 721-3261

Fax: (913) 721-3144

## Invoice

Invoice Number: 1

Invoice Date: 10/19/2017

Estimate Number: 15156

Job Number:

P.O. Number:

### Sold To

City Of Edgerton  
Attn: Accounts Payable  
404 E. Nelson Street  
Edgerton, KS 66021

Phone: (913) 893-6231

Fax:

Account #:

### Invoice Information

Project Name: 2017 Street Improvements Asphalt  
Overlays

Project Location: Edgerton, KS

Description	Quantity	Unit	Unit Price	Unit Tax	Price w/Tax	Extension
Patching	247	Tons	\$161.94	\$0.00	\$161.94	\$39,999.18
Manhole/Water Riser Rings	16	Each	\$250.00	\$0.00	\$250.00	\$4,000.00
Subtotal:						\$43,999.18
Less Deposit:						\$0.00
Less Retainage:						\$0.00
Plus Tax:						\$0.00
Total:						\$43,999.18

Payment Terms: As Stated In Contract

Invoice Notes: Tax Exempt # 000006345

9-12-17 126 Tons

9-13-17 116 Tons

9-27-17 5 Tons

# Little Joe's Asphalt, Inc.

P O Box 516  
Bonner Springs, KS 66012

Phone: (913) 721-3261

Fax: (913) 721-3144

## Invoice

Invoice Number: 2

Invoice Date: 10/11/2017

Estimate Number: 15156

Job Number:

P.O. Number:

### Sold To

City Of Edgerton  
Attn: Accounts Payable  
404 E. Nelson Street  
Edgerton, KS 66021

Phone: (913) 893-6231

Fax:

Account #:

### Invoice Information

Project Name: 2017 Street Improvements Asphalt  
Overlays

Project Location: Edgerton, KS

Description	Quantity	Unit	Unit Price	Unit Tax	Price w/Tax	Extension
Item # 1 Base Bid Asphalt	2,110	Tons	\$72.82	\$0.00	\$72.82	\$153,650.20
Item # 2 Mobilization	1	Item Sum	\$3,702.00	\$0.00	\$3,702.00	\$3,702.00
Item # 3 Traffic Control	1	Item Sum	\$2,078.78	\$0.00	\$2,078.78	\$2,078.78
Item # 4 Alt #1 Asphalt	530	Tons	\$61.60	\$0.00	\$61.60	\$32,648.00
Item # 5 Alt #1 Mobilization	1	Item Sum	\$257.16	\$0.00	\$257.16	\$257.16
Item # 6 Alt #1 Traffic Control	1	Item Sum	\$146.38	\$0.00	\$146.38	\$146.38
Item #7 Alt #2 Asphalt	381	Tons	\$61.04	\$0.00	\$61.04	\$23,256.24
Item # 8 Alt #2 Mobilization	1	Item Sum	\$257.16	\$0.00	\$257.16	\$257.16
Item # 9 Alt #2 Traffic Control	1	Item Sum	\$146.38	\$0.00	\$146.38	\$146.38

Subtotal: \$216,142.30

Less Deposit: \$0.00

Less Retainage: \$0.00

Plus Tax: \$0.00

Total: \$216,142.30

Payment Terms: As Stated In Contract

Invoice Notes: Tax Exempt # 0000064345

### Base Bid:

9-15-17 1062 Ton  
9-27-17 595 Ton (5 ton of this is billed on the patching invoice)  
10-12-17 571 Ton Dead End to 2nd on Hulett and All McCarty  
10-13-17 797 Ton Park

3026 Total Tons - 5 ton Patch 9-26 = 3021 Total Billed  
This Invoice

**From:** [Trey Whitaker](#)  
**To:** [Beth Linn](#)  
**Subject:** 2017 Street Program (Asphalt Overlay) Acceptance  
**Date:** Monday, October 30, 2017 1:07:24 PM

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Beth,

To the best of my knowledge Little Joe's Asphalt Inc. has completed all work on within the scope of the 2017 Street Program (Asphalt Overlay Base Bid, Alt #1 and Alt. #2), this also included overlay of Martin Creek Park Parking Lot improvements. The work was completed for the City of Edgerton Kansas as of October 16th, 2017. This project can be accepted by the City of Edgerton at your discretion.

Respectfully Submitted,

**Trey Whitaker**  
Public Works Superintendent  
404 East Nelson • Edgerton, KS 66021  
913.893.6231 (O) • 816.206.2358 (C)  
[www.edgertonks.org](http://www.edgertonks.org)





## AGENDA ITEM INFORMATION FORM

**Agenda Item:** Consider Final Acceptance of E Nelson Street Quiet Zone (CARS) Project and Authorize Final Payment to Miles Excavating Inc.

**Department:** Public Works

**Background/Description of Item:** On May 11<sup>th</sup>, 2016, City Council Approved Resolution No. 05-12-16C supporting the E Nelson Street Quiet Zone Project as part of the County Assistance Road System (CARS) program for 2017-2021 for construction in 2017. The project will reconstruct Nelson Street (28' wide x 315' long concrete roadway) with associated storm water improvements, sidewalk and other related improvements. The E Nelson Street Project was design by BG Consultants. Inspection will be performed by City of Edgerton staff.

The CARS program provides funds to the cities of Johnson County to construct and maintain their major arterials. Each year the cities submit a 5-year road improvement plan to Johnson County. Using a scoring system, Johnson County selects projects and allocates funds. The County pays 50% of the project's construction and construction inspection costs. Cities are responsible for design, right-of-way, and utility relocation costs.

On August 17, 2017, the City of Edgerton held a public bid opening. A total of five (5) bids were received, opened and read aloud to the public. Miles Excavating, Inc. of Basehor, Kansas submitted the low bid at \$178,761.21. Based upon review of the bids and prior direct experience with Miles for both staff and City Engineer, staff recommendation is Miles Excavating, Inc. is qualified to perform the scope of work included in this project.

Funding for construction of the project is 50/50 split between the City of Edgerton and CARS program. Total construction was budgeted at \$195,600, with 50% from City of Edgerton at \$97,800. Based on the low bid submitted, cost of construction for City of Edgerton would be \$89,380.61, a savings of approximately \$8,419.

Notice to Proceed was issued on September 21<sup>st</sup>, 2017, substantial completion was October 13<sup>th</sup>, 2017 and Final completion of the work was October 27<sup>th</sup>, 2017.

This project included a single change order, that was for advanced warning signage and message boards (Notification of project kick off date).

Original Contract:       \$178,761.21  
Change Order No. 1:    +\$2,760.00 [within authority of City Administrator]  
Actual Contract:       \$181,581.46

Enclosure:       Miles Excavation Inc. Application for Payment No. 01 (Final)  
                      Change Order No. 1  
                      Email from Public Works regarding completion

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

**Recommendation:** Approve Final Acceptance of E Nelson St Quite Zone (CARS) Project and Authorize Final Payment to Miles Excavating Inc.

**Funding Source:** Capital Improvement Fund

Prepared by: Trey Whitaker, Public Works Superintendent  
Date: November 3<sup>rd</sup>, 2017



East Nelson Street at BNSF Railroad Crossing / Quiet Zone  
City of Edgerton, Kansas  
CARS Project No. 320001143

Miles Excavating Project No. 17019C

## Application for Payment No. 01 (FINAL)

APPLICATION DATE: 27 October 2017

WORK PERIOD: 18 September → 13 October 2017

LINE NUMBER	LINE ITEM	BID QUANTITY	UNIT	UNIT PRICE	CONTRACT VALUE	QUANTITY		EXTENDED VALUE		PERCENT COMPLETE
						THIS PERIOD	TO DATE	THIS PERIOD	TO DATE	
1	Contractor Construction Staking	1.00	LS	\$ 2,985.79	\$ 2,985.79	1.00	1.00	\$ 2,985.79	\$ 2,985.79	100.0%
2	Mobilization	1.00	LS	\$ 13,811.10	\$ 13,811.10	1.00	1.00	\$ 13,811.10	\$ 13,811.10	100.0%
3	Removal of Existing Structures	1.00	LS	\$ 5,202.34	\$ 5,202.34	1.00	1.00	\$ 5,202.34	\$ 5,202.34	100.0%
4	Clearing and Grubbing	1.00	LS	\$ 4,068.24	\$ 4,068.24	1.00	1.00	\$ 4,068.24	\$ 4,068.24	100.0%
5	Traffic Control	1.00	LS	\$ 5,750.41	\$ 5,750.41	1.00	1.00	\$ 5,750.41	\$ 5,750.41	100.0%
6	Railway Flagger	3.00	DAILY	\$ 995.26	\$ 2,985.78	6.00	6.00	\$ 5,971.56	\$ 5,971.56	200.0%
7	Sediment Trap	32.00	LF	\$ 6.91	\$ 221.12	0.00	0.00	\$ -	\$ -	0.0%
8	Biodegradable Log	24.00	LF	\$ 3.87	\$ 92.88	0.00	0.00	\$ -	\$ -	0.0%
9	Slope Barrier	450.00	LF	\$ 1.38	\$ 621.00	0.00	0.00	\$ -	\$ -	0.0%
10	Temporary Gravel Construction Entrance Pad	1.00	EA	\$ 1,037.31	\$ 1,037.31	1.00	1.00	\$ 1,037.31	\$ 1,037.31	100.0%
11	Concrete Washout	1.00	EA	\$ 453.78	\$ 453.78	1.00	1.00	\$ 453.78	\$ 453.78	100.0%
12	Temporary Seeding	1.00	LS	\$ 1,990.53	\$ 1,990.53	0.00	0.00	\$ -	\$ -	0.0%
13	Permanent Seeding, Fertilizing and Mulching	1.00	LS	\$ 2,156.41	\$ 2,156.41	1.00	1.00	\$ 2,156.41	\$ 2,156.41	100.0%
14	Unclassified Excavation	175.00	CY	\$ 17.88	\$ 3,129.00	175.00	175.00	\$ 3,129.00	\$ 3,129.00	100.0%
15	Pavement Removal	1,136.00	SY	\$ 11.74	\$ 13,336.64	1,136.00	1,136.00	\$ 13,336.64	\$ 13,336.64	100.0%
16	Compaction of Earthwork (Type B)	69.00	CY	\$ 11.14	\$ 768.66	69.00	69.00	\$ 768.66	\$ 768.66	100.0%
17	Concrete Pavement (8" Uniform) (AE) (NRDJ)	920.00	SY	\$ 61.48	\$ 56,561.60	920.00	920.00	\$ 56,561.60	\$ 56,561.60	100.0%
18	Concrete Pavement (8" Uniform) (AE)	85.00	SY	\$ 125.72	\$ 10,686.20	85.00	85.00	\$ 10,686.20	\$ 10,686.20	100.0%
19	Aggregate Base (AB-3) (6")	1,132.00	SY	\$ 8.91	\$ 10,086.12	1,132.00	1,132.00	\$ 10,086.12	\$ 10,086.12	100.0%
20	Curb and Gutter (Combined) (AE)	615.00	LF	\$ 32.52	\$ 19,999.80	615.00	615.00	\$ 19,999.80	\$ 19,999.80	100.0%
21	Flume Inlet (Concrete)	16.00	SY	\$ 204.42	\$ 3,270.72	16.00	16.00	\$ 3,270.72	\$ 3,270.72	100.0%
22	Slope Drain (Concrete)	14.00	SY	\$ 159.71	\$ 2,235.94	14.00	14.00	\$ 2,235.94	\$ 2,235.94	100.0%
23	Aggregate Ditch Lining (4")	19.00	SY	\$ 83.94	\$ 1,594.86	19.00	19.00	\$ 1,594.86	\$ 1,594.86	100.0%
24	Sidewalk Construction (4") (AE)	144.00	SY	\$ 45.00	\$ 6,480.00	144.00	144.00	\$ 6,480.00	\$ 6,480.00	100.0%
25	Sidewalk Ramp (AE)	30.00	SY	\$ 201.23	\$ 6,036.90	30.00	30.00	\$ 6,036.90	\$ 6,036.90	100.0%
26	Intersection Grade (PTP) (White) (24")	22.00	LF	\$ 21.01	\$ 462.22	22.00	22.00	\$ 462.22	\$ 462.22	100.0%
27	Intersection Grade (PTP) (White) (RR Xing)	2.00	EA	\$ 1,105.85	\$ 2,211.70	2.00	2.00	\$ 2,211.70	\$ 2,211.70	100.0%
28	Sign (Flat Sheet) (High Performance)	14.00	SF	\$ 17.69	\$ 247.66	14.00	14.00	\$ 247.66	\$ 247.66	100.0%
29	Sign Post (1-3/4" PSST)	32.00	LF	\$ 5.53	\$ 176.96	32.00	32.00	\$ 176.96	\$ 176.96	100.0%
30	Sign Post Footing (1-3/4" PSST)	3.00	EA	\$ 33.18	\$ 99.54	3.00	3.00	\$ 99.54	\$ 99.54	100.0%
CO	Changeable Message Sign	2.00	WK	\$ 1,380.00	\$ 2,760.00	2.00	2.00	\$ 2,760.00	\$ 2,760.00	100.0%
PROJECT TOTALS					\$ 181,521.21			\$ 181,581.46	\$ 181,581.46	100.0%

ORIGINAL CONTRACT VALUE =	\$	178,761.21	(1)
VALUE OF CHANGE ORDERS APPROVED TO DATE =	\$	2,760.00	(2)
CURRENT CONTRACT VALUE =	\$	181,521.21	(3 = 1 + 2)
TOTAL VALUE OF WORK COMPLETED TO DATE =	\$	181,581.46	(4)
PERCENT RETAINED (0%) =	\$	-	(5)
TOTAL OF PREVIOUS PAYMENTS =	\$	-	(6)
AMOUNT DUE THIS ESTIMATE =	\$	181,581.46	(7 = 4 - 5 - 6)
COMPLETION PERCENTAGE TO DATE =		100.0%	

REQUESTED BY:	_____	MILES EXCAVATING
APPROVED BY:	_____	PROJECT INSPECTOR / ENGINEER - BG CONSULTANTS
APPROVED BY:	_____	OWNER - CITY OF EDGERTON, KS



E. Nelson St. at BNSF Railroad Crossing / Quiet Zone Construction  
City of Edgerton, KS  
CARS Project No. 320001143  
BG Consultants Project No. 17-1101L

Miles Excavating Project No. 17019C

## Change Order Submittal

21 September 2017

Description: The City of Edgerton requested two changeable message sign (CMS) boards be set up to notify the traveling public of the upcoming closure of East Nelson Street. Morgan Contractors submitted a price of \$1,200.00 per week for rental of one CMS. Trey Whitaker with the City of Edgerton approved the change order and Morgan Contractors will have them on site Friday, 22 September 2017. Miles Excavating has added 15% for overhead and profit to Morgan Contractor's price.

Schedule Impact: None.

LINE NO.	DESCRIPTION	UNIT OF MEASURE	UNIT PRICE	QUANTITY	EXTENDED PRICE
--	Morgan Contractors -- Weekly Rental for CMS Board	WK	\$ 1,380.00	2.00	\$ 2,760.00
				<b>TOTAL =</b>	<b>\$ 2,760.00</b>



MORGAN CONTRACTORS

**Morgan Contractors "Pavement Markings, Signage, Traffic Control"**

929 Locust Hill Circle  
Belton, MO 64012  
816.313.5721  
estimating@morgancontractors.com  
www.morgancontractors.com

# ESTIMATE

**ADDRESS**

Miles Excavating  
15063 State Avenue,  
Basehor, KS 66007

**SHIP TO**

CHANGE ORDER #1  
East Nelson Street Construction  
BNSF RR  
Edgerton, KS

**ESTIMATE #** 171409

**DATE** 09/21/2017

**CATEGORY**

RW

**ESTIMATOR**

John Smitka

**PROJECT NAME**

Change Order 1 - E Nelson St

ACTIVITY	RATE	QTY	AMOUNT
<b>Message Boards</b> Construction notification message board per week. Need text confirmation for programming the message on the board. Need addresses for delivery of the boards.	1,200.00	2	2,400.00
TOTAL			<b>\$2,400.00</b>

Accepted By

Accepted Date

**From:** [Trey Whitaker](#)  
**To:** [Beth Linn](#)  
**Subject:** CARS Project  
**Date:** Monday, October 30, 2017 1:01:10 PM

---

Beth,

To the best of my knowledge Miles Excavating Inc. has completed all work on the CARS 2017: E Nelson St (BNSF Quite Zone) Improvements for the City of Edgerton Kansas as of October 27, 2017. This project can be accepted by the City of Edgerton at your discretion.

Respectfully Submitted,

**Trey Whitaker**

Public Works Superintendent  
404 East Nelson • Edgerton, KS 66021  
913.893.6231 (O) • 816.206.2358 (C)  
[www.edgertonks.org](http://www.edgertonks.org)





## AGENDA ITEM INFORMATION FORM

**Agenda Item:** Consider Final Acceptance of the West 8<sup>th</sup> Street Sidewalk Improvements to Phillips Construction KC, LLC and Authorize Final Payment To Phillips Construction KC, LLC

**Department:** Public Works

**Background/Description of Item:** In January of 2016 staff issued a Request for Qualifications (RFQ) from design engineers to design new sidewalk improvements on West 8<sup>th</sup> Street, from Heather Knoll Drive to Nelson Street. The design contract was awarded to Larkin Lamp Rynearson.

On April 20, 2017, the City of Edgerton held a public bid opening for the West 8<sup>th</sup> Street Sidewalk Improvements project. The project will install new sidewalks along the east side of West 8<sup>th</sup> Street, from Heather Knoll Drive to Nelson Street. A total of nine (9) bids were received; those bids ranged from a low bid of \$160,318.65 to a high bid of \$228,229.76. The engineer's estimate was \$209,814, with eight of nine total bids coming under the engineer's estimate. Phillips Construction KC, LLC.

City Council awarded the project to Phillips Construction KC, LLC on April 27, 2017. Final completion of the work was October 20<sup>th</sup>, 2017.

This project included 3 Change Orders. The change orders for this project were due to meeting cross slope at drive approaches a total of 10 drive approaches, and placement of Sod at the residential portions of the project, and decreased the fencing quantity at the north end of the project. All three change orders meet the City's purchasing policy for approval by the City Administrator, and therefore have been approved.

Original Contract:	\$160,318.65
Change Order No. 1:	\$11,297.00
Change Order No. 2:	\$0.00
Change Order No. 3:	<u>\$3,062.32</u>
Actual Contract:	\$174,667.97

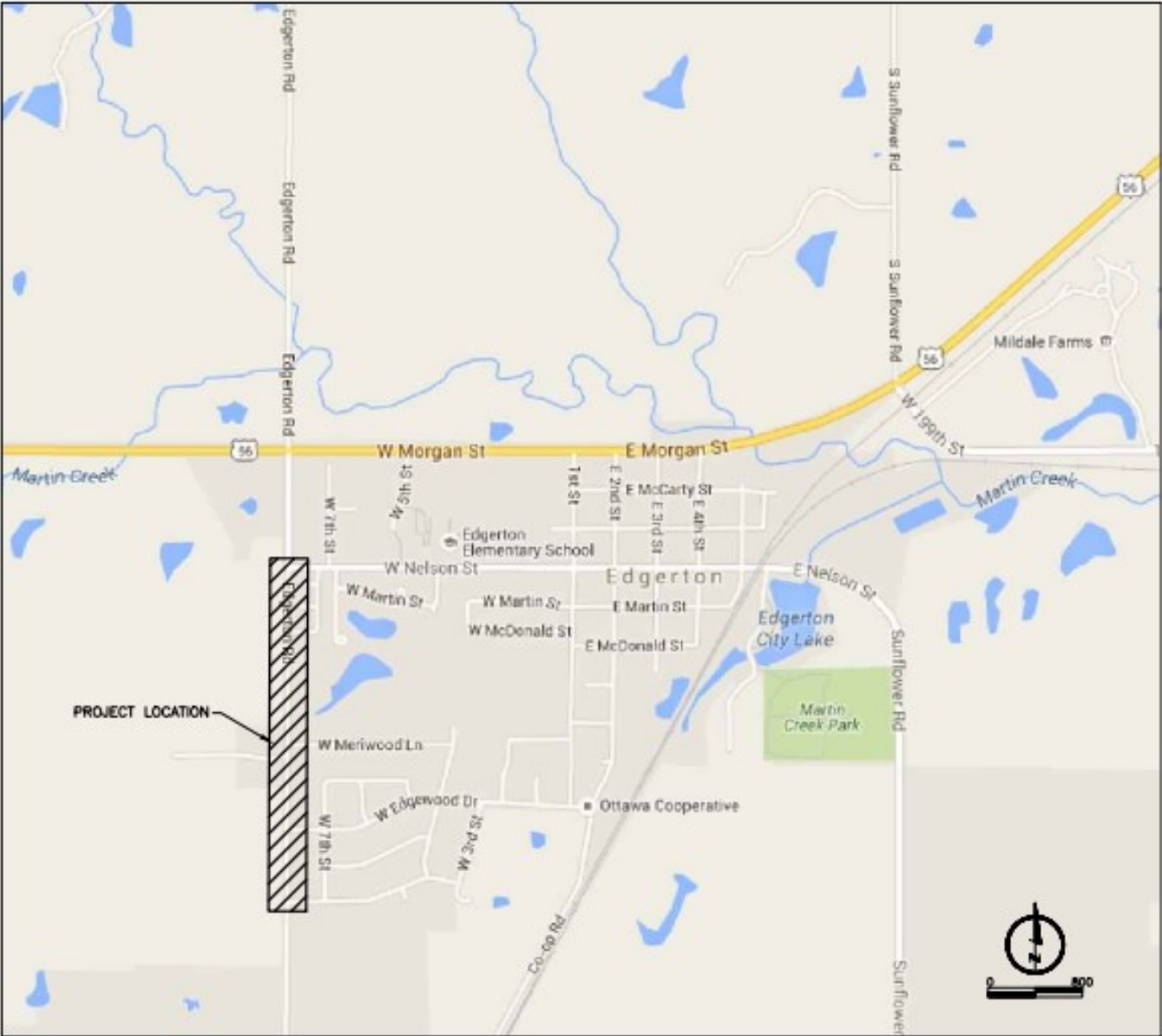
Enclosure: Project Map  
Change Order No. 1 - 3  
Email from BG regarding completion

**Recommendation:** Approve Final Acceptance of the W 8<sup>th</sup> Street Sidewalk Project and Authorize Final Payment to Phillips Construction KC, LLC

**Funding Source:** General Fund

Prepared by: Trey Whitaker, Public Works Superintendent  
Date: November 3<sup>rd</sup>, 2017

West 8<sup>th</sup> Street Sidewalk Improvements



Change Order No. 1

Date of Issuance: 6/19/2017

Effective Date:

Owner: City of Edgerton, Kansas

Owner's Contract No.: #2016-01

Contractor: Phillips Constructionkc, LLC

Contractor's Project No.:

Engineer: Larkin Lamp Rynearson

Engineer's Project No.: 0316026.01

Project: West 8<sup>th</sup> Street Sidewalk Improvements

Contract Name: West 8<sup>th</sup> Street Sidewalk  
Improvements

The Contract is modified as follows upon execution of this Change Order:

Description:

1. Add to Item 10. Driveway (KCMMB4K) (Concrete) (6") 228.2 SY @ \$49.50/SY = \$11,297.00
2. Add existing driveway tear out at \$1.50/SF = \$3,081.00
3. Reduce Item 3. Force Account by \$3,081.00 to a total of \$2,919.00.
4. Adjust time to substantial completion by 7 additional calendar days.

Attachments: None

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES [note changes in Milestones if applicable]
Original Contract Price:  \$ <u>160,318.65</u>	Original Contract Times: Substantial Completion: <u>August 1, 2017</u> Ready for Final Payment: <u>August 20, 2017</u> days or dates
[Increase] [Decrease] from previously approved Change Orders No. <u>   </u> to No. <u>   </u> :  \$ <u>0.00</u>	[Increase] [Decrease] from previously approved Change Orders No. <u>   </u> to No. <u>   </u> : Substantial Completion: <u>                    </u> Ready for Final Payment: <u>                    </u> days
Contract Price prior to this Change Order:  \$ <u>160,318.65</u>	Contract Times prior to this Change Order: Substantial Completion: <u>August 1, 2017</u> Ready for Final Payment: <u>August 20, 2017</u> days or dates
Increase of this Change Order:  \$ <u>11,297.00</u>	Increase of this Change Order: Substantial Completion: <u>August 8, 2017</u> Ready for Final Payment: <u>August 20, 2017</u> days or dates
Contract Price incorporating this Change Order:  \$ <u>171,615.65</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>August 8, 2017</u> Ready for Final Payment: <u>August 20, 2017</u> days or dates

RECOMMENDED:  
By: [Signature]  
Engineer (if required)  
Title: Civil Design Group Leader  
Date: 6/19/2017

ACCEPTED:  
By: [Signature]  
Owner (Authorized Signature)  
Title: City Administrator  
Date: 7/14/17

ACCEPTED:  
By: [Signature]  
Contractor (Authorized Signature)  
Title: Owner  
Date: 7-19-17

Change Order No. 2

Date of Issuance: 7/11/2017  
Owner: City of Edgerton, Kansas  
Contractor: Phillips Constructionkc, LLC  
Engineer: Larkin Lamp Rynearson  
Project: West 8<sup>th</sup> Street Sidewalk Improvements

Effective Date:  
Owner's Contract No.: #2016-01  
Contractor's Project No.:  
Engineer's Project No.: 0316026.01  
Contract Name: West 8<sup>th</sup> Street Sidewalk Improvements

The Contract is modified as follows upon execution of this Change Order:

Description:

1. Decrease Fence quantity.
2. Add sodding of residential areas.
3. Adjust time to final completion for sod restoration to September 20.

Attachments: None

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES [note changes in Milestones if applicable]
Original Contract Price:  \$ <u>160,318.65</u>	Original Contract Times: Substantial Completion: <u>August 1, 2017</u> Ready for Final Payment: <u>August 20, 2017</u> days or dates
[Increase] [Decrease] from previously approved Change Orders No. <u>1</u> to No. <u>   </u> :  \$ <u>11,297.00</u>	[Increase] from previously approved Change Orders No. <u>1</u> to No. <u>   </u> : Substantial Completion: <u>August 8, 2017</u> Ready for Final Payment: <u>                    </u> days
Contract Price prior to this Change Order:  \$ <u>171,615.65</u>	Contract Times prior to this Change Order: Substantial Completion: <u>August 8, 2017</u> Ready for Final Payment: <u>August 20, 2017</u> days or dates
Increase of this Change Order:  \$ <u>0.00</u>	Increase of this Change Order: Substantial Completion: <u>                    </u> Ready for Final Payment: <u>September 20, 2017</u> days or dates
Contract Price incorporating this Change Order:  \$ <u>171,615.65</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>August 8, 2017</u> Ready for Final Payment: <u>September 20, 2017</u> days or dates

RECOMMENDED:  
By: [Signature]  
Engineer (if required)  
Title: Civil Design Group Leader  
Date: 7/11/2017

ACCEPTED:  
By: [Signature]  
Owner (Authorized Signature)  
Title: City Administrator  
Date: 7/14/17

ACCEPTED:  
By: [Signature]  
Contractor (Authorized Signature)  
Title: Owner  
Date: 7-19-17

**Change Order 2 Detail**  
**Washington and Spring Street Reconstruction**  
**City of Edgerton, Kansas**  
**July 11, 2017**  
**Larkin Lamp Ryneerson No. 0316026.01**

**Change Order 2 Quantities**

**PHILLIPS CONSTRUCTION KC LLC**

No.	Item	Unit	Contract Quantity	Unit Cost	Constructed Quantity	Change Order 2	Additional Cost
17	Fence (42") (Chain Link)	L.F.	635	\$12.00	198.44	-436.56	-\$5,238.72
18	Seeding	S.Y.	3450	\$2.80	2130.0	-1320.00	-\$3,696.00
New-22	Sodding	S.Y.	0	\$6.75	1323.66	1323.66	\$8,934.72
Total Change Order 2							\$0.00

Description of changes:

17 Decreased quantity based on City agreement to have property owner replace fence

18 Decreased quantity based on sodding residential

New-22 Added Sodding of residential - estimated quantity



Change Order No. 3

Date of Issuance: 10/26/2017

Effective Date:

Owner: City of Edgerton, Kansas

Owner's Contract No.: #2016-01

Contractor: Phillips Constructionkc, LLC

Contractor's Project No.:

Engineer: Larkin Lamp Rynearson

Engineer's Project No.: 0316026.01

Project: West 8<sup>th</sup> Street Sidewalk Improvements

Contract Name: West 8<sup>th</sup> Street Sidewalk Improvements

The Contract is modified as follows upon execution of this Change Order:

Description:

1. Adjust quantities to final. See attached final pay estimate.
2. Adjust time to final completion to October 26.

Attachments: None

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES [note changes in Milestones if applicable]
Original Contract Price:  \$ <u>160,318.65</u>	Original Contract Times: Substantial Completion: <u>August 1, 2017</u> Ready for Final Payment: <u>August 20, 2017</u> days or dates
[Increase] [Decrease] from previously approved Change Orders No. <u>1</u> to No. <u>2</u> :  \$ <u>11,297.00</u>	[Increase] from previously approved Change Orders No. <u>1</u> to No. <u>2</u> : Substantial Completion: <u>August 8, 2017</u> Ready for Final Payment: _____ days
Contract Price prior to this Change Order:  \$ <u>171,615.65</u>	Contract Times prior to this Change Order: Substantial Completion: <u>August 8, 2017</u> Ready for Final Payment: <u>August 20, 2017</u> days or dates
Increase of this Change Order:  \$ <u>3,062.32</u>	Increase of this Change Order: Substantial Completion: _____ Ready for Final Payment: <u>September 20, 2017</u> days or dates
Contract Price incorporating this Change Order:  \$ <u>174,676.85</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>August 8, 2017</u> Ready for Final Payment: <u>October 26, 2017</u> days or dates

RECOMMENDED:  
By: [Signature]  
Engineer (if required)  
Title: Civil Design Group Leader  
Date: 10/26/2017

ACCEPTED:  
By: [Signature]  
Owner (Authorized Signature)  
Title: City Administrator  
Date: 11/3/2017

ACCEPTED:  
By: \_\_\_\_\_  
Contractor (Authorized Signature)  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**From:** Jon Carlson  
**To:** [Scott Peterson](#); [Dan Miller](#)  
**Cc:** [Beth Linn](#); [Chris Phillips \(cphillips5035@hotmail.com\)](#); [Trey Whitaker](#); [david.hamby@bgcons.com](#)  
**Subject:** 8th Street Sidewalk Improvement Final Completion  
**Date:** Thursday, October 26, 2017 8:25:32 AM

---

To the best of my knowledge Phillips Construction has completed all work on the West 8<sup>th</sup> Street Sidewalk Improvements for the City of Edgerton Kansas as of October 20, 2017. This project can be accepted by the City of Edgerton at your discretion.

Respectfully Submitted,

**Jon Carlson**

Senior Construction Observer



1405 Wakarusa Drive | Lawrence, KS 66049

T: 785.749.4474 | F: 785.749.7340

C: 785.331.8289 (Personal)

Web: [www.bgcons.com](http://www.bgcons.com) | [Map](#) | [Email](#)

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## AGENDA ITEM INFORMATION FORM

**Agenda Item:** Consider Renewal of Residential Solid Waste Collection and Disposal Services for One Calendar Year to Gardner Disposal and Authorize the Mayor to Execute the Contract

**Department:** Administration

**Background/Description of Item:** Beginning January 1, 2015, the City of Edgerton contracted with Gardner Disposal to provide residential solid waste collection and disposal services. The contract to provide residential services ends December 31, 2017.

Residential trash service with Gardner Disposal currently includes one (1) 95-gallon container for refuse and one (1) 65-gallon container for recyclables. All refuse must fit inside the container provided or have a sticker purchased for additional bags. Recyclables are unlimited. The service provides curbside collection of residential yard waste including grass, plant clippings, leaves and limbs once per week. During most months, the limit is eight (8) yard waste items. During the months of March, April, August, September, October and November the limit is twelve (12) items. Finally, the service includes the pickup of one furniture item per dwelling per week at no additional charge.

Currently, the rate for residential solid waste collection is \$15.00 per dwelling. The City covers 50% of this cost out of the General Fund, so residents are responsible for a \$7.50 monthly fee for trash service from Gardner Disposal. Per the renewal agreement, this fee would remain the same. There are no proposed changes to the renewal agreement from the current contract. Should City Council choose to approve the renewal agreement, service would continue uninterrupted for businesses and residents as it has with the current agreement. The proposed renewal would be in effect for one (1) calendar year, beginning January 1, 2018, and ending December 31, 2018.

At time of preparation of the packet, City Attorney is finalizing the agreement renewal. A copy will be distributed to City Council at November 9, 2017 City Council meeting.

Enclosure: Agreement with Gardner Disposal for Residential Solid Waste Collection and Disposal Services

**Related Ordinance(s) or Statute(s):** Chapter VIII Article 5 Solid Waste

**Recommendation:** Approve Renewal of Residential Solid Waste Collection and Disposal Services from Gardner Disposal for One Calendar Year and Authorize the Mayor to Execute the Contract

**Funding Source:** General – General Government – Trash Contract; Sewer – Treatment Plant - Trash

Prepared by: Scott Peterson, Assistant City Administrator

Date: November 9, 2017

File  
Gardner  
Disp



**CONTRACT BETWEEN EDGERTON AND GARDNER DISPOSAL SERVICES, INC.**

**FOR**

**RESIDENTIAL SOLID WASTE  
COLLECTION AND DISPOSAL SERVICES**

**EFFECTIVE DECEMBER 31, 2014**

THIS CONTRACT, made and entered into this 11th day of December 2014, to be effective December 31, 2014, by and between the City of Edgerton, Kansas ("City") and Gardner Disposal Services, Inc. ("Contractor").

WITNESSETH:

WHEREAS, Contractor was the low bidder to be the exclusive provider for curbside collection of residential solid waste, unlimited recyclable materials, segregated yard waste, special/bulk items and collection service for city facilities; and

WHEREAS, Article 5 of Chapter VIII of the City Code allows the City to contract with a Contractor for collection of solid waste within the corporate boundaries of the City; and

WHEREAS, the City and Contractor agree that the rates paid to Contractor as set forth herein, will not be changed until the expiration of this Contract, unless Contractor and the City agree otherwise.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and agreements herein contained, the adequacy and sufficiency of which are hereby acknowledged, the parties hereto mutually promise, covenant, and agree as follows:

1. Term. Subject to the Kansas Cash Basis law, the Contract term shall be three (3) years and shall initially run from December 31, 2015 through December 31, 2017. The Contract may be terminated at the end of the Contract term unless the City and Contractor have mutually agreed upon an extension no later than four (4) months prior to the expiration date. All subsequent contract extensions, if any, shall be in increments of two (2) years.

2. Scope of Work. During the term of this Contract, the Contractor shall collect, remove and dispose of all residential solid waste, garbage, trash, and recyclables (as defined by Johnson County regulations on mandatory recycling) in the City, and shall furnish all labor, vehicles, tools, equipment and any other necessary facilities thereof in accordance with the terms and conditions of this Contract, and all applicable federal, state, and local laws. During all times that Contractor is under contract with the City, Contractor shall maintain its license with Johnson County, Kansas, and shall comply with all Johnson County solid waste regulations that Johnson County has mandated are to be complied with by the City, and pay all applicable taxes required by the City, County or the State of Kansas.

The specific work under this Contract shall consist of the items contained in **Exhibit A** hereto, including all incidentals necessary to fully complete said work in accordance with the Contract.

The work under the Contract does not include the collection and disposal of any increased volume resulting from a flood, tornado, or similar or different acts of God

over which the Contractor has no control. In the event of such a flood, tornado or other acts of God, the Contractor and the City will negotiate the payment to be made to the Contractor, if the Contractor and the City agree that such increased volume is to be handled by the Contractor. Further, if the City and the Contractor reach such agreement, then the City shall grant the Contractor variances in routes and schedules as mutually agreed to by the City and the Contractor.

3. Compensation to Contractor. The City will pay Contractor, for services rendered, within thirty (30) days following the end of the month. Such payment shall be based on the Rate Schedule (attached as **Exhibit B**) and the number of accounts established on the City's computerized utility billing systems. The City shall revise the number of accounts on a monthly basis and the number shall be the number the City is billed for the month. The Contractor shall bill and collect for Schedule I, II, III and IV services (set forth in **Exhibit A**) based on the Rate Schedule (set forth in **Exhibit B** hereto).

4. Operational Specifications. The following operational specifications shall apply to all solid waste collections. Specifications unique to Schedules I, II, and III are listed separately.

a. **Hours.** Collection of solid waste shall not start before 7:00 a.m. or continue after 5:00 p.m. of the same day. Exceptions to collection hours shall be allowed only upon the mutual agreement of the City and Contractor, or when Contractor reasonably determines an exception is necessary in order to complete collection on an existing collection route due to unusual circumstances. City facilities are open Monday through Friday from 8:00 AM to 4:30 PM excluding holidays. All collection at city facilities must be completed during normal city hours of operation.

b. **Routes.** Collection routes shall be established by the Contractor subject to approval of the City Administrator. Contractor shall submit a map designating the collection routes for approval by the City Administrator, which approval shall not be unreasonably withheld.

The Contractor may from time to time propose changes to the routes or days of collection. Upon the City Administrator's approval of the proposed changes, the Contractor shall promptly give written or published notice to the affected service locations.

c. **Holidays.** The City of Edgerton currently observes the holidays listed below. The City will notify Contractor of any future changes in holidays observed by the City. The Contractor may also observe all of the below mentioned holidays by suspension of collection services on the holiday, but such suspension in no manner relieves the Contractor of its obligation to provide collection service as provided in the Contract. To accommodate for the holidays

mentioned below, the work schedule shall be moved to one (1) day after the holiday, so that every scheduled service location receives its normal level of service during the week. Services shall return to the normal work schedule the following week.

New Year's Day (January 1)  
Presidents Day (3<sup>rd</sup> Monday in February)  
Memorial Day (Last Monday in May)  
Independence Day (July 4)  
Labor Day (1<sup>st</sup> Monday in September)  
Columbus Day (2<sup>nd</sup> Monday in October)  
Veteran's Day (November 11)  
Thanksgiving (4<sup>th</sup> Thursday of November)  
Day after Thanksgiving (4<sup>th</sup> Friday of November)  
Christmas (December 25)

d. **Account Management.** The number of accounts (the number of customers served) will be adjusted monthly. The City may receive requests for service to additional service locations not initially included in the Contract. The City will investigate all requests for service and will make the determination of eligibility for service and thereupon notify the Contractor. The Contractor will be required to add this location to the route immediately. The City may annex areas in the future. These areas will be added to the list of residences that require residential solid waste collection and disposal services. At the time this Contract is being entered into, there are approximately 600 active accounts.

The Contractor shall discontinue solid waste collection service at any unit as set forth in a written delinquent or termination notice sent by the City. Upon further notification by the City, the Contractor shall resume collection on the next regularly scheduled collection day. The City shall indemnify and hold Contractor harmless from any claims, suits, damages, liabilities or expenses resulting from the Contractor's discontinuing service at any location at the direction of the City.

e. **Hauling.** All solid waste hauled by the Contractor shall be so contained, tied or enclosed that leaking, spilling, or blowing are prevented. The Contractor shall immediately clean up any leaking, spilled or blown items, particularly hydraulic fluid and petroleum products.

f. **Complaints.** All complaints shall be received by the City and promptly provided to the Contractor. The Contractor shall be equipped with a local telephone and qualified attendants as may be necessary to receive and process complaints and service requests or receive instructions and directions from the City during the hours of 8:00 a.m. to 4:30 p.m. each and every working day during the term of this Contract, or any renewal thereof.



All complaints shall be resolved within twenty-four (24) hours of Contractor receiving notice of the Complaint from the City. The Contractor shall maintain forms or logs indicating the time a complaint or request is received, the nature of the complaint or request, and the disposition of the same. Such records shall be available for City inspection at all times during normal working hours. When a complaint is received on the day before a holiday or on a Friday, it shall be serviced by the Contractor no later than the next working day.

The Contractor will furnish to the City the following reports on a weekly basis: (i) a report of the service locations not served on the regular scheduled service day and reason service could not be given; and (ii) a report of the complaints received and the resolution of said complaints.

The City may require the Contractor to make personal supervisory contact to resolve a service complaint.

g. ***Public Notification.*** The City shall notify its citizens of complaint procedures, rates, regulations and days for scheduled solid waste collection.

5. Contractor's Personnel. The Contractor shall assign an On-Site Superintendent, who shall be qualified to be in charge of the operations required by this Contract, and to serve as the liaison between the Contractor and the City. This person shall be present in the City limits during times of operation of the Contractor and shall serve as the contact for City staff to notify Contractor of complaints each week during weekly collection. Information regarding the experience and qualifications of the On-Site Superintendent shall be furnished to the City upon request.

Contractor's employees shall carry valid operator licenses for the type of vehicle they are driving. The wages of all employees of the Contractor shall equal or exceed the minimum hourly wages established by law, and no person shall be denied employment by the Contractor for reasons of race, creed, religion, sex, or national origin. No Contractor personnel shall use alcohol or unlawful drugs while providing service under this Contract and, in the event of an accident by Contractor's personnel which causes significant harm or damage to a person or property, Contractor shall test personnel involved for alcohol or unlawful drugs as permitted by law, and share the results with the City Administrator.

6. Customer Service Requirements. Contractor shall provide high quality customer service, and shall:

- a. Treat all customers with dignity and respect.
- b. Treat customer's property with respect.



- c. Timely answer questions, comments, or complaints from customers.
- d. Replace the lid to containers, leave containers upright and out of the street and driveway, and not in a place that will impede access to mailboxes.
- e. Leave a note to the customer indicating problems with items that cannot be picked up.
- f. Immediately clean up leaks or spills, and pick up any trash dropped by the Contractor.

7. Title to Solid Waste. Title to solid waste shall pass to the Contractor when placed in Contractor's collection vehicle, removed by the Contractor from a container, or removed by the Contractor from the residential unit, whichever last occurs.

8. Termination. This Contract may be terminated within seven (7) days of Contractor receiving written notice from the City that Contractor:

- a. Fails to substantially perform the work with adequate personnel or equipment;
- b. Fails to perform the work suitably or discontinues the performance of work;
- c. Fails to provide reasonable customer service;
- d. Becomes insolvent or declares bankruptcy or commits any act of bankruptcy or insolvency or allows any final judgment for the payment of money to stand against Contractor unsatisfied;

**AND** Contractor or its surety fails to correct such default, to the satisfaction of the City, within two (2) days of Contractor receiving the City's notice.

At any time, and without any required notice, City and Contractor may mutually decide to terminate the Contract, and upon what terms.

9. Termination Due to Lack of Funding Appropriation. If, in the judgment of the City Administrator and/or Governing Body, sufficient funds are not appropriated to continue the function performed in this Contract and for the payment of the charges hereunder, City may terminate this Contract at the end of its current fiscal year. City agrees to give written notice of termination to Contractor at least 30 days prior to the end of its current fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any of Contractor's equipment, leased or otherwise, provided to the City under the Contract. City will pay to the Contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. The termination of the

Contract pursuant to this paragraph shall not cause any penalty to be charged to the City or the Contractor.

10. Performance Bond. Contractor is required to furnish a Performance Bond to the City in the amount of twenty-five percent (25%) of the total annualized amount of this Contract (as calculated and determined by the City Administrator), and in accordance with Kansas Statutory requirements, guaranteeing faithful compliance with the terms of this Contract. The bond shall be written by an agent having an established office in Kansas.

11. Legal Compliance. In performing this Contract, Contractor will comply with all applicable State and Federal laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the work to be performed, and all said laws, ordinances, rules, and regulations as they exist now or are amended in the future, shall apply to the Contract throughout, and they shall be deemed to be included in this Contract as though written out in full as part of this Contract. Equipment utilized by the Contractor must comply with all axle weight restrictions.

Notwithstanding the foregoing paragraph, any change in the existing City Charter or any ordinance of the City, shall not affect the validity of this Contract or alter, modify, or amend the obligations or duties of, or the privileges or benefits occurring to the Contractor hereof. But if any such changes result in a significant change in Contractor's obligations under this Contract, then City and Contractor will engage in good faith negotiation concerning adjusting the compensation paid to Contractor to reflect the changes in obligations.

12. Insurance. The Contractor shall at all times during the Contract maintain in full force and effect insurance of the kinds and minimum limits set forth below. The carrier shall be rated "A" or higher by a recognized rating organization or as acceptable to the City and shall be licensed and admitted in the State of Kansas. A thirty (30) day notice of cancellation is required on all insurance. The Contractor shall furnish the City certificates of insurance or other evidence satisfactory to the City to the effect that such insurance has been procured and is in force.

<u>Coverage</u>	<u>Limits of Liability</u>
Workers' Compensation	Statutory
Employers' Liability	\$1,000,000
Bodily Injury Liability Except Automobile	\$1,000,000 each occurrence \$2,000,000 aggregate
Property Damage Liability Except Automobile	\$1,000,000 each occurrence \$2,000,000 aggregate

Automobile Bodily Injury Liability	\$1,000,000 each occurrence \$2,000,000 aggregate
Automobile Property Damage Liability	\$1,000,000 each occurrence
Excess Umbrella Liability	\$1,000,000

The City shall be named as an additional insured and loss payee on all policies of insurance issued to the Contractor and required by the terms of this Contract.

13. Indemnity. Contractor will indemnify, defend, and save harmless the City, its officers, agents, servants, and employees from and against any and all Court actions, legal proceedings, claims, demands, damages, costs, expenses, and attorney fees to the extent resulting from an alleged willful or negligent act or omission of the Contractor, its officers, agents, servants and employees in the performance of this Contract.

14. Contract is Exclusive. The Contractor shall be the only person or organization authorized by the City to provide residential solid waste collection and disposal services within the City provided and paid for by the City, unless otherwise mutually agreed by Contractor and the City. It is the understanding and intention of the City and Contractor that this Contract shall not constitute a franchise, but rather a Contract for the collection and disposal of solid waste collected within the corporate limits of the City.

15. Transfer and Assignment. Other than by operation of law, no assignment of the Contract or rights accruing under this Contract shall be made in whole or in part by the Contractor without express written consent of the City. In the event of an assignment, the assignee shall assume the liability of the Contractor. The obligations of the Contractor are not to be sub-contracted, assigned, or transferred to any person or organization without first having obtained written consent of the City.

16. Solid Waste Management Act Data Submission Requirements. The Contractor shall be required to provide all data deemed necessary by the City to comply with the reporting requirements of the Solid Waste Management Act of 1989 (SB 111), as amended, or any other federal or state law or regulation. The Contractor is expected to be thoroughly familiar with reporting requirements mandated by law.

17. Modification to Rates. The Contractor shall provide and perform all of the work specified herein for the amounts indicated in the Rate Schedule (**Exhibit B**) for the duration of this Contract. It is expressly understood that the payments provided for in accordance with the Rate Schedule shall constitute full and complete payment to the Contractor for all services provided by the Contractor under this Contract.



18. Equal Employment Requirements. Contractor shall be an equal opportunity employer as defined by Section 1000 (e) of Chapter 21, Title 42, of the United States Code Annotated, and comply with Federal Regulations or acts regarding employment, but only if they apply to Contractor. Contractor shall also observe the provisions of the Kansas Act Against Discrimination and shall not discriminate against any person in the performance of this Contract because of race, religion, color, sex, physical handicap unrelated to such person's ability to engage in the particular work, national origin or ancestry. In all solicitations or advertisements for employees, Contractor shall include the phrase, "equal opportunity employer", or a similar phrase that is acceptable to the Kansas Commission on Human Rights. If the Contractor fails to comply with the manner in which the Contractor reports to the Commission in accordance with the provisions of K.S.A. 1977 Supp. 44-1031, as amended, the Contractor shall be deemed to have breached the present Contract and it may be canceled, terminated or suspended, in whole or in part, by the City. If Contractor is found guilty of a violation of the Kansas Act Against Discrimination under a decision or order of the Commission, which has become final, the Contractor shall be deemed to have breached the present Contract and it may be canceled, terminated or suspended in whole or in part, by the City.

19. Entire Agreement. This Contract comprises all agreements between the parties, and shall not be amended unless in writing and agreed to by the parties.

20. Governing Law. This Agreement is entered into in the state of Kansas and shall be subject to the laws of that state in all matters of interpretation.

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

CITY OF EDGERTON, KANSAS

BY: \_\_\_\_\_

Donald Roberts, Mayor

ATTEST



APPROVED AS TO FORM:

\_\_\_\_\_  
Patrick G. Reavey, City Attorney

GARDNER DISPOSAL SERVICES, INC.

BY: Tim Henry President  
Tim Henry, President

STATE OF KANSAS           )  
  ) ss.  
COUNTY OF JOHNSON    )

BE IT REMEMBERED, that on this 30 day of December, 2014, before me, the undersigned Notary Public in and for the County and State aforesaid, appeared Tim Henry of Gardner Disposal Services, Inc., to me personally known, who being duly sworn did state that he has the authority to execute the foregoing document and that he acknowledged he fully understands the content and meaning of the within instrument and acknowledged that said instrument is his free act and deed.

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

Janeice L Rawles  
Notary Public

My Appointment Expires: 2/25/2016



## **EXHIBIT A**

### **SCHEDULE I SPECIFICATIONS RESIDENTIAL SOLID WASTE AND RECYCLABLE MATERIALS**

In addition to the Operational Specifications detailed in the Contract, the following shall apply to Schedule I.

Scope of Work: The Contractor shall provide curbside collection of residential solid waste and recyclable materials once per week on a regularly scheduled day or days. Residential solid waste shall be collected using a volume-based rate structure by which the customer is charged based on the total volume or weight that is collected. Unlimited recyclable materials shall be collected.

Volume-Based Collection: The Contractor shall provide one 95/96 gallon container to each customer for curbside collection of solid waste. The base fee entered in the Rate Schedule (*See Exhibit B*) includes the collection of solid waste that fits inside the 95/96 gallon container with the lid securely closed. Any additional containers or bags may be collected by the Contractor if the container/bag is readily identifiable and is paid for by the customer. The Contractor will supply the City with the stickers, tags or other device to identify additional bags for purchase by the residents.

Recyclable Materials: The Contractor shall provide at least one 95/96 gallon container to each customer for the curbside collection of unlimited recyclable materials. Collection of recyclable materials is not an optional service and must be included in the base fee for Schedule I. In accordance with the Johnson County solid waste regulations, the Contractor shall accept common recyclables such as food-grade plastics, cardboard, office paper, newspaper, chip board, phone books, junk mail, magazines and aluminum and steel cans.

Special Accommodation: Aged, feeble or handicapped customers for whom it would be impractical or difficult to transport the container to the curbside shall be served from their house or where their containers are generally kept, provided the City shall provide a written list of such customers to the Contractor on a quarterly basis.

Containers: Any container provided by the Contractor for public use shall be of a uniform size, design and similar color as approved by the City Administrator. The Contractor shall provide smaller sizes or alternative designed containers (for solid waste and/or recyclable materials) sufficient to meet the needs of elderly and temporarily/permanently disabled residents upon written request from any such resident at no additional charge. The Contractor shall promptly replace any such container that has exceeded its useful life as a result of normal wear and tear damage or age, or because the container becomes unusable due to the fault of Contractor. For any container that is damaged and no longer usable through no fault of Contractor [nor is unusable because of normal wear and tear, or age], or is reported as being lost,

stolen, or otherwise no longer available, the City will pay Contractor to replace the container (at Contractor's cost) and then the City will assess the cost for such replacement on the customer's next bill. Any disputes, as to whether the Contractor should be held responsible for replacing a container pursuant to this Paragraph, will be decided by the City Administrator based on the facts presented, and if there remains a dispute after such decision, the issue may be appealed to the City governing body for final resolution.

Disposal: Disposal shall be at any legally operated landfill or transfer station permitted by the State of Kansas and Johnson County Kansas.

Excess Holiday Residential Refuse: During the week of December 26<sup>th</sup> through December 31<sup>st</sup> of each year of this Contract, the Contractor shall collect up to ten (10) additional bags of refuse from each dwelling unit as part of the base fee without the stickers, tags or other device typically needed for collection.



## **SCHEDULE II SPECIFICATIONS YARD WASTE**

In addition to the Operational Specifications detailed in the Contract, the following shall apply to Schedule II.

Scope of Work: The Contractor shall provide curbside collection of residential yard waste including grass, plant clippings, leaves and limbs once per week on a regularly scheduled day or days. In accordance with the Johnson County regulations for solid waste, the yard waste must be segregated from solid waste, placed in a container suitable for composting, or appropriately bundled and tied to be delivered to a facility or property authorized to accept yard waste. Grass, plant clippings and leaves shall be bagged in paper bags. Limbs shall be bundled and tied with string.

Limit of Items: During the normal course of the year, a limit of eight (8) yard waste items will be collected. A bag or bundle is considered one item. During the months of March, April, August, September, October and November the limit is twelve (12) items. Any additional items may be collected by Contractor if the item is readily identifiable and is paid for by the customer. The Contractor will supply the City with the stickers, tags or other device to identify additional bags for purchase by the residents.

Disposal: The Contractor shall be responsible for the transportation of the yard waste materials to a legal collection facility for processing, composting and disposal.

Monitoring: The Contractor shall be responsible for monitoring the accumulation of yard waste requiring special collection and/or repackaging. If the Contractor does not collect yard waste for any reason, the Contractor shall leave a notice or door hanger outlining why said materials were not removed and describing actions necessary to allow for pickup.

*The Contractor shall be responsible for all costs associated with the disposal of materials collected under Schedule II. The Contractor shall retain any income associated with the sale of the disposal items.*

### **SCHEDULE III SPECIFICATIONS SPECIAL/BULK ITEMS**

In addition to the Operational Specifications detailed in the Contract, the following shall apply to Schedule III:

Scope of Work: The Contractor shall pick up bulk items, such as furniture, appliances, and construction and demolition debris. The Contractor shall pick up one furniture item per dwelling per week at no additional charge. Contractor shall pick up other large items at the fee listed in the Rate Schedule (*See **Exhibit B***). Residents must notify Contractor in advance of special/bulk items to be collected.

Disposal of Material: Disposal shall be at any legally operated landfill or transfer station permitted by the State of Kansas and Johnson County, Kansas. The Contractor shall be responsible for all costs associated with the disposal of materials collected under Schedule III.

Monitoring: The Contractor shall be responsible for monitoring the accumulation of special/bulk items requiring special collection. In the event the Contractor observes the existence of special pick up items for which special collection is required, but for which no request for such collection has been made by the City, the Contractor will place a door hanger at the residence. The door hanger will instruct the occupant to notify the City, or Contractor, to make arrangements for the item to be picked up.

*The Contractor shall be responsible for all costs associated with the disposal of materials collected under Schedule III. The Contractor shall retain any income associated with the sale of the disposal items.*

## **SCHEDULE IV SPECIFICATIONS CITY FACILITIES**

In addition to the Operational Specifications detailed in the Contract, the following shall apply to Schedule IV:

Scope of Work: The Contractor shall provide the following services for facilities owned and/or operated by the City of Edgerton.

A. City Hall: (404 E. Nelson)

1. Solid Waste: The Contractor shall provide four (4) 95/96 gallon containers for the disposal of solid waste. The containers will be collected once per week on a regularly scheduled day.
2. Recyclable Materials: The Contractor shall provide at least two (2) 95/96 gallon containers for the collection of recyclable materials. Additional containers may be requested by the City for the collection of recyclable materials at no additional charge. The recyclable materials will be collected once per week on a regularly scheduled day. The Contractor shall accept common recyclables similar to regular residential collection.

B. Edgerton Wastewater Treatment Facility (710 E. Nelson):

1. Solid Waste: The Contractor shall provide one (1) twenty-yard dumpster for the disposal of solid waste. The containers will be collected once per month on a regularly scheduled day.
2. Recyclable Materials: The Contractor shall provide at least one (1) 95/96 containers for the collection of recyclable materials. Additional containers may be requested by the City for the collection of recyclable materials at no additional charge. The recyclable materials will be collected once per month on a regularly scheduled day. The Contractor shall accept common recyclables similar to regular residential collection.
3. Sludge Disposal: The Contractor shall provide a 15-yard dumpster necessary for sludge disposal. The City will pay a monthly fee for the dumpster and a fee per ton upon disposal of the belt press sludge dumpster. Disposal removal occurs based on calls generated from staff. Once a call is placed, removal shall occur within two business days during normal business hours (Monday through Friday 8:00 AM to 4:30 PM excluding holidays).

C. Big Bull Creek Wastewater Treatment Facility (20600 Homestead Lane):

1. Solid Waste: The Contractor shall provide two (2) one-yard dumpsters for the disposal of solid waste. The dumpsters will be collected once per week on a regularly scheduled day.
2. Recyclable Materials: The Contractor shall provide at least one 95/96 container for the collection of recyclable materials. Additional containers may be requested by the City for the collection of recyclable materials at no additional charge. The recyclable materials will be collected once per

week on a regularly scheduled day. The Contractor shall accept common recyclables similar to regular residential collection.

3. Sludge Disposal: The Contractor shall provide a 20-yard dumpster necessary for sludge disposal. The City will pay a monthly fee per dumpster and a fee per ton upon disposal of the sludge dumpster. Disposal removal occurs based on a call generated from staff. Once a call is placed, removal shall occur within two business days during normal business hours (Monday through Friday 8:00 AM to 4:30 PM excluding holidays).

Annual Citywide Cleanup:

The Contractor shall provide curbside bulky item collection one Saturday per year as scheduled between staff and the Contractor. Curbside collection shall include appliances without CFCs, furniture, carpet, construction debris, etc. Contractor shall provide a dumpster for collection of appliances that contain CFCs at Edgerton Wastewater Treatment Facility.

Future Facilities:

The Contractor shall provide services as listed above at the fees included in the Rate Schedule (*See **Exhibit B***) to future facilities the City may build/acquire during the term of this contract.

Special Events: The Contractor shall provide additional dumpsters and collection service for said dumpsters for special events including but not limited to, Edgerton Frontier Days, Third of July Community Picnic and other events or needs as requested by the City. The City will only be charged the actual disposal fee incurred, at the landfill or transfer station, by the Contractor for emptying such dumpsters.

## **EXHIBIT B**

### **RATE SCHEDULE**

#### **SCHEDULE I: RESIDENTIAL SOLID WASTE AND RECYCLABLE MATERIALS**

Once weekly collection of volume-based residential solid waste with one 95/96 gallon container provided by Contractor and at least one additional 95/96 gallon container provided by the Contractor for collection of unlimited recyclable materials. Price listed is per customer, per month, with number of customers revised monthly. **\$15.00**

Additional 95/96 Solid Waste container requested by resident. **\$5.00**

Additional 95/96 Recycle container requested by resident. **\$1.00**

Sticker, tag, or other device to identify an additional bag for purchase by residents. **\$1.50**

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#### **SCHEDULE II: YARD WASTE**

Once weekly collection of yard waste including grass, plant clippings, leaves and limbs segregated from solid waste to be disposed. Grass, plant clippings and leaves shall be bagged in paper bags. Limbs shall be bundled and tied with string. Limit of eight (8) yard waste items collected except during the months of March, April, August, September, October and November when the limit is twelve (12) items. Price listed shall be per customer, per month, with number of customers revised monthly. **\$00.00**

Sticker, tag or other device to identify additional bag for purchase by residents. **\$1.50**

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#### **SCHEDULE III: SPECIAL/BULK ITEMS**

Contractor shall pick up bulk items, such as furniture, appliances, and construction and demolition debris. One furniture item per dwelling per week shall be picked up at no additional charge. Other large items will be picked up at fee listed below.

Furniture: **\$10.00**

Appliances: **\$10.00**

Construction and Demolition Debris: **Per bid provided to each customer**



#### **SCHEDULE IV: CITY FACILITIES**

Contractor shall provide the following services for facilities owned and/or operated by the City.

**City Hall:** (404 E. Nelson)

Solid Waste and Recyclable Materials: Once weekly collection of four (4) 95/96 gallon containers for solid waste and at least two 95/96 gallon containers for recyclables: **\$00.00**

**Edgerton Wastewater Facility:** (710 E. Nelson)

Once monthly collection of one (1) twenty-yard dumpster for solid waste and at least one (1) 95/96 container for the collection of recyclable materials: **\$200.00**

Monthly Fee for 15-yard Sludge<sup>1</sup> Dumpster: **\$100.00**

Sludge Disposal per Ton as necessary: **\$30.00**

Sludge disposal occurs based on call generated from staff. Once call is placed, removal shall occur within two business days during normal business hours.

**Big Bull Creek Wastewater Facility:** (20600 Homestead Lane)

Once weekly collection of two (2) one-yard dumpsters for solid waste and at least one 95/96 container for the collection of recyclable materials: **\$100.00**

Monthly Fee for 20-yard Sludge Dumpster: **\$100.00**

Sludge Disposal per Ton as necessary: **\$30.00**

Sludge disposal occurs based on call generated from staff. Once call is placed, removal shall occur within two business days during normal business hours.

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<sup>1</sup> Throughout this Contract, any reference to "sludge" shall mean "Class B sludge".

## AGENDA ITEM INFORMATION FORM

**Agenda Item:** Consider Ordinance No. 1067 Amending Chapter III, Articles 2, 3, 4 and 7 of the Edgerton Municipal Code to Correctly Reflect the State Requirement of a Biennial Occupational Tax for the Sale of Liquor By Retail Establishments, Drinking Establishments, and Private Clubs

**Department:** Administration

**Background/Description of Item** In September of 2017 City Council approved an ordinance amendment that lowered the requirement for prospective liquor licenses to be separated a certain distance from a school, church, or place of worship. The previous requirement was set at 300 feet, and City Council approved the amendment lowering the setback requirement to 200 feet. This requirement matched the State of Kansas, which also requires a separation of 200 feet for any liquor license from a school, church, or place of worship.

As an additional effort to match State requirements for liquor licensing, Staff is proposing a second amendment to Chapter III that will require a Biennial Occupational Tax of \$500.00 on any person holding a license issued by the state director of alcoholic beverage for any retail sale, on-premise consumption, or other sale of liquor or alcoholic beverages in the City of Edgerton. Specifically, the ordinance proposes changes to Retail Establishments, Drinking Establishments, and Private Clubs that require a license from the State of Kansas.

Payment of the Biennial Occupational Tax will be a one-time payment every two years. Staff recommends that all licenses be effective until December 31 of the second year of the license, effective from the date of issuance.

If approved, the Biennial Occupational Tax of \$500.00 on any person holding a license issued by the state director of alcoholic beverage for any retail sale, on-premise consumption, or other sale of liquor or alcoholic beverages in the City of Edgerton will be added to the Annual Fee Resolution anticipated to be considered at the December 14, 2017 City Council meeting.

Draft Ordinance No. 1067 was prepared by City Attorney and has been enclosed with the packet.

Enclosure: Draft Ordinance No. 1067

**Related Ordinance(s) or Statute(s):** Chapter III, Articles 2, 3, 4 and 7 of the Edgerton Municipal Code

**Recommendation:** Approve Ordinance No. 1067 Amending Chapter III, Articles 2, 3, 4 and 7 of the Edgerton Municipal Code to Correctly Reflect the State Requirement of a Biennial Occupational Tax for the Sale of Liquor By Retail Establishments, Drinking Establishments, and Private Clubs

**Funding Source:** N/A

Prepared by: Scott Peterson, Assistant City Administrator  
Date: November 6, 2017



## **ORDINANCE NO. 1067**

**AN ORDINANCE AMENDING CHAPTER III, ARTICLES 2, 3, 4 AND 7, SECTIONS 3-204, 3-302, 3-402 AND 3-701 OF THE CODE OF THE CITY OF EDGERTON, KANSAS TO CORRECTLY REFLECT THE STATE REQUIREMENT OF A BIENNIAL OCCUPATIONAL TAX FOR THE SALE OF LIQUOR BY RETAIL ESTABLISHMENTS, DRINKING ESTABLISHMENTS AND PRIVATE CLUBS AND REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT THEREWITH**

WHEREAS, Chapter III, Articles 3, 4 and 7, Sections 3-302, 3-402 and 3-701 of the City Code of the City of Edgerton currently include an annual occupational tax charged to retailers, drinking establishments and private clubs for the sale of alcoholic liquor; and

WHEREAS, Chapter III, Article 2 of the City Code of the City of Edgerton currently does not reference the requirement of such an occupational tax in the "ALCOHOLIC LIQUOR" section of the City Code; and

WHEREAS, State law now requires that this occupational tax on parties selling liquor be charged on a biennial basis; and

WHEREAS, the City of Edgerton wishes to amend the City Code to accurately reflect this biennial occupational tax on the sale of alcoholic liquor by retailers, drinking establishments and private clubs.

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

**SECTION 1.** Section 3-204 of the City Code of the City of Edgerton, which is currently listed as "RESERVED", is hereby amended to read as follows:

- 3-204 OCCUPATIONAL TAX. (a) There is hereby levied a biennial occupational tax of \$500.00 on any person holding a license issued by the state director of alcoholic beverage control for the retail sale within the city of alcoholic liquors for consumption off the premises. Such tax shall be paid by the retailer to the city clerk before business is begun under an original state license and shall be paid within five days after any renewal of a state license.
- (b) Upon presentation of a state license and payment to the city of the tax described above, the city clerk shall issue a city license for the period covered by the state license, if there are no conflicts with any zoning or alcoholic beverage ordinances of the city.
- (c) No tax paid shall be refunded for any reason.
- (d) Every licensee under this article shall cause the city alcoholic liquor retailer's occupation tax license to be placed in plain view, next to or below the state license in a conspicuous location on the licensed premises.

**SECTION 2.** Section 3-302 of the City Code of the City of Edgerton is hereby amended to read as follows:

- 3-302 OCCUPATIONAL TAX. (a) There is hereby levied a biennial occupational tax of \$500.00 on each drinking establishment located in the city which has a drinking establishment license issued by the state director of alcoholic beverage control. Such tax shall be paid by the establishment to the city clerk before business is begun under an original state license and shall be paid within five days after any renewal of a state license.
- (b) Upon presentation of a state license and payment to the city of the tax described above, the city clerk shall issue a city license for the period covered by the state license, if there are no conflicts with any zoning or alcoholic beverage ordinances of the city.
- (c) No tax paid shall be refunded for any reason.
- (d) Every licensee under this article shall cause the city drinking establishment occupation tax license to be placed in plain view, next to or below the state license in a conspicuous location on the licensed premises.
- (e) The drinking establishment license issued by the city shall not be transferable or assignable. Each license shall be valid only to the originally applying licensee in the premises for which the license was originally issued.

**SECTION 3.** Section 3-402 of the City Code of the City of Edgerton is hereby amended to read as follows:

- 3-402 OCCUPATIONAL TAX. (a) There is hereby levied a biennial occupational tax of \$500.00 on each private club located in the city which has a private club license issued by the state director of alcoholic beverage control. Such tax shall be paid by the private club to the city clerk before business is begun under an original state license and shall be paid within five days after any renewal of a state license.
- (b) Upon presentation of a state license and payment to the city of the tax described above, the city clerk shall issue a city license for the period covered by the state license, if there are no conflicts with any zoning or alcoholic beverage ordinances of the city.
- (c) No tax paid shall be refunded for any reason.
- (d) Every licensee under this article shall cause the city private club occupation tax license to be placed in plain view, next to or below the state license in a conspicuous location on the licensed premises.
- (e) The private club license issued by the city shall not be transferable or assignable. Each license shall be valid only to the originally applying licensee in the premises for which the license was originally issued.

**SECTION 4.** Section 3-701 of the City Code of the City of Edgerton is hereby amended to read as follows:

3-701 OCCUPATIONAL TAX. (a) There is hereby levied a biennial occupational tax of \$500.00 on any person holding a license issued by the state director of alcoholic beverage control for the retail sale within the city of alcoholic liquor, including beer containing more than 3.2 percent of alcohol by weight, for consumption off the premises and sales in original package only. Such tax shall be paid by the retailer to the city clerk before business is begun under an original state license and shall be paid within five days after any renewal of a state license.

(b) Upon presentation of a state license and payment to the city of the tax described above, the city clerk shall issue a city license for the period covered by the state license, if there are no conflicts with any zoning or alcoholic beverage ordinances of the city.

(c) No tax paid shall be refunded for any reason.

(d) Every licensee under this article shall cause the city alcoholic liquor retailer by the package occupation tax license to be placed in plain view, next to or below the state license in a conspicuous location on the licensed premises.

**SECTION 5. Repeal of Conflicting Ordinances.** All ordinances or sections of ordinances in conflict herewith are hereby repealed.

**SECTION 6. Effective Date.** This Ordinance shall take effect and be in force from and after its passage, approval and publication once in the City's official paper.

PASSED by the Council and approved by the Mayor on this 9<sup>th</sup> day of November, 2017.

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**DONALD ROBERTS**, Mayor

ATTEST:

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**JANEICE RAWLES**, City Clerk

APPROVED AS TO FORM:

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**LEE W. HENDRICKS**, City Attorney

## AGENDA ITEM INFORMATION FORM

**Agenda Item:** Consider Charter Ordinance 24, Amending Section 3 of Charter Ordinance No. 23 of the City of Edgerton, Kansas to Accurately Reflect the Expiration of City Councilmember Terms

**Department:** Administration

**Background/Description of Item:** On May 9, 2017 the Edgerton City Council approved Charter Ordinance No. 23 pursuant to new requirements by the State of Kansas regarding expiration of councilmember terms in municipalities in the State of Kansas. Charter Ordinance No. 23 currently states that all councilmember terms expire on the Second Thursday in January of the year following the end of their term. This is in conflict with the requirements of Article 12 of the Kansas Constitution, which requires that all councilmember terms in municipalities in the State of Kansas expire on the Second Monday of January of the year following the end of their term. As such, new councilmembers are to be sworn in on the Second Monday in January of the year beginning their term.

Due to this conflict, City Attorney is recommending that Charter Ordinance No. 23 of the City of Edgerton be amended to reflect the state requirement that all councilmember terms expire on the Second Monday of January of the year following the expiration of said term. The date of expiration of previous terms, and swearing in of new terms, for two (2) open Councilmember seats and the Mayor's seat this election year will be Monday, January 8, 2018, as opposed to the previously established Thursday, January 11, 2018 that would have fallen on a scheduled City Council meeting as adopted by ordinance.

In preparing the new Charter Ordinance, staff discussed the requirement for swearing in new council members on the second Monday with the League of Kansas Municipalities (LKM). The League indicated that the City of Edgerton must hold a meeting to swear in council members on the second Monday. City Attorney has provided additional information for the City Council to consider.

- City Council could call a special meeting on Monday January 8, 2018 to swear in new councilmembers and Mayor. No need to amend your ordinance..
- If the City Council is unable to meet that night, City Attorney opinion is that does not invalidate the election. New councilmembers would be sworn in at the regularly scheduled council member on the second Thursday. City Attorney suggests technically the newly elected members take office on the second Monday but there are two requirements to holding office, election (or appointment) and swearing in. This would simply postpone the second requirement.
- If the City is forced to call a special meeting and then swear in those new members, City Attorney would recommend at the next regularly scheduled meeting a vote to ratify the actions taken at the special meeting, to acknowledge the swearing in took place at the special meeting.

**Enclosure:** Draft Charter Ordinance No. 24, as Prepared by City Attorney.

**Related Ordinance(s) or Statute(s):** Charter Ordinance No. 23  
KSA 15-201

**Recommendation:** Approve Charter Ordinance 24, Amending Section 3 of Charter Ordinance No. 23 of the City of Edgerton, Kansas to Accurately Reflect the Expiration of City Councilmember Terms

<b>Funding Sources:</b> N/A
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Prepared by: Scott Peterson, Assistant City Administrator  
Date: November 9, 2017

CHARTER ORDINANCE NO. 24

A CHARTER ORDINANCE AMENDING SECTION 3 OF CHARTER ORDINANCE NO. 23 OF THE CITY OF EDGERTON, KANSAS TO ACCURATELY REFLECT THE EXPIRATION OF CITY COUNCILMEMBER TERMS

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

WHEREAS, pursuant to Article 12, Section 5 of the Kansas Constitution, hereinafter referred to as the "Constitution," cities of the State of Kansas, hereinafter referred to as the "State," may by charter ordinance elect, in the manner prescribed in the Constitution, that the whole or any part of any enactment of the State legislature applying to such city shall not apply to such city unless such enactment is of statewide concern applicable uniformly to all cities, is otherwise applicable uniformly to all cities or unless such enactment prescribes limits of indebtedness; and

WHEREAS, pursuant to the Constitution, no charter ordinance shall take effect until sixty (60) days after its final publication; provided, however, if within sixty (60) days of its final publication a petition signed by a number of electors of the city equal to not less than ten percent (10%) of the number of electors who voted at the last preceding regular city election shall be filed in the office of the clerk of such city demanding that such ordinance be submitted to a vote of the electors, such charter ordinance shall not take effect until submitted to a referendum and approved by a majority of the electors voting thereon; and

WHEREAS, on May 9, 2017 the City of Edgerton passed Charter Ordinance No. 23 which exempted the City from the provisions of K.S.A. 15-201 relating to the election of officers, their terms and transition to November elections; and

WHEREAS, the City of Edgerton, Kansas, incorrectly listed the expiration day of certain councilmember's terms as "the second Thursday in January of 2018" and "the second Thursday in January of 2020" in Section 3 of Charter Ordinance No. 23; and

WHEREAS, a Charter Ordinance can only be amended by subsequent Charter Ordinance; and

WHEREAS, the governing body of the City of Edgerton wishes to amend Section 3 of Charter Ordinance No. 23 to accurately reflect the correct day upon which those terms will expire.

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

Section 1. The Governing Body of the City of Edgerton, Kansas, by the power vested in it by Article 12, Section 5 of the Constitution of the State of Kansas hereby amends Section 3 of Charter Ordinance No. 23 to read as follows:

Section 3. Those Governing Body positions with terms expiring in April 2017 shall expire on the second Monday in January of 2018 when the City officials elected in the November

2017 general election take office. Those Governing Body positions with terms expiring in April 2019 shall expire on the second Monday in January 2020 when the City officials elected in the November 2019 general election take office.

Section 2. This Charter Ordinance shall be published once each week for two (2) consecutive weeks in the official City newspaper.

Section 3. This Charter Ordinance shall take effect sixty-one (61) days after final publication unless a sufficient petition for a referendum is filed. In that event, a referendum will be held on this Charter Ordinance as provided in Article 12, Section 5, Subdivision (c)(3), of the Kansas Constitution, in which case this Charter Ordinance shall become effective if approved by a majority of the electors voting therein.

PASSED AND APPROVED by the Governing Body of the City of Edgerton, Kansas, not less than two-thirds of the members elect voting in favor thereof, this 9<sup>th</sup> day of November, 2017.

CITY OF EDGERTON, KANSAS

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**DONALD ROBERTS**, Mayor

ATTEST:

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**JANEICE RAWLES**, City Clerk

APPROVED AS TO FORM:

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**LEE W. HENDRICKS**, City Attorney



## AGENDA ITEM INFORMATION FORM

**Agenda Item:** Consider a Data Sharing Agreement with Johnson County Water District #7 for the Purposes of Gathering Water Usage of Water District Customers in Edgerton to Calculate Sewer Fees

**Department:** Utilities

**Background/Description of Item:** According to Chapter XV, Article 3 of the Municipal Code of the City of Edgerton all commercial sewer users are to be charged for sewer utility based upon their monthly water usage. This usage is easy to calculate quickly for sewer customers in Edgerton who are also supplied water by the City of Edgerton, as the City's water meters provide all the information needed to calculate the water usage of a customer in a month. However, Johnson County Water District #7 currently provides water services to all properties at Logistics Park Kansas City (LPKC).

Staff currently is dependent upon Johnson County Water District #7 to provide the appropriate data to bill customers for sewer utility. Since both the City and Water District's billing cycles end on the same date, and there are a number of processes the information goes through on the Water District #7 side before it is sent to City Staff, the time by which Staff has to calculate sewer fees and send them out to customers by the 1<sup>st</sup> of every month is very constrained.

In an effort to provide a more efficient system of data collection from Water District #7 users located in the City of Edgerton, this proposed data sharing agreement will allow City Staff to obtain the water usage of those customers in real-time by monitoring the water meters directly. By the language of the agreement, City Staff will be limited to the following actions:

- a. To create and maintain a database for use in producing a fully functional wastewater utility billing, user charge system;
- b. To develop customer classifications to apply to each account;
- c. To determine the status of the account (whether active or inactive);
- d. To calculate Winter water use so that all customers are charged appropriately;
- e. To provide wastewater customers with billing statements;
- f. To provide current address and user information for wastewater billing;
- g. To provide customers with the highest level of customer service; and
- h. To provide trends analysis and reporting.

The Agreement does not require the City to pay a fee for the sharing of the District's data.

The enclosed Data Sharing Agreement has been reviewed and approved by City Attorney and Attorney for Water District No. 7.

**Enclosure:** Draft Data Sharing Agreement with Johnson County Water District #7

**Related Ordinance(s) or Statute(s):**

**Recommendation:** Consider a Data Sharing Agreement with Johnson County Water District #7 for the Purposes of Gathering Water Usage of Water District Customers in Edgerton to Calculate Accurate Sewer Fees.

<b>Funding Sources:</b> N/A
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Prepared by: Scott Peterson, Assistant City Administrator  
Date: November 5, 2017

## **INTERGOVERNMENTAL DATA TRANSFER AND USE AGREEMENT**

THIS INTERGOVERNMENTAL DATA TRANSFER AND USE AGREEMENT, (hereinafter "Agreement"), is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the City of Edgerton, Kansas, hereinafter referred to as the "CITY," and Rural Water District No. 7, Johnson County, Kansas, hereinafter referred to as the "DISTRICT."

### **WITNESSETH:**

WHEREAS, the CITY desires to receive and use data and information pertaining to the DISTRICT'S customers, including water usage and billing information contained within the computer databases developed by the DISTRICT; and

WHEREAS, the CITY desires to use this data and information to perform wastewater billing; and

WHEREAS, the DISTRICT and the CITY desire a good working relationship through inter-governmental cooperation and through the sharing of certain data and information; and

WHEREAS, the DISTRICT is not required under the Kansas Open Records Act to provide all of the data and information requested by the CITY but is willing to provide the CITY with certain data and information under the terms of this Agreement; and

WHEREAS, the CITY and the DISTRICT deem the transfer of that portion of the DISTRICT'S data and information to the CITY that is to be transferred under the terms of this Agreement, to be allowed under the Kansas Open Records Act; and

WHEREAS, the CITY and the DISTRICT mutually agree that it is in the best interests of each entity to coordinate the transfer and use of the above-named data and information, according to defined conditions; and

WHEREAS, the CITY and the DISTRICT desire to enter into an agreement for the sharing of a portion of the DISTRICT'S customer and billing database information; and

WHEREAS, the CITY and the DISTRICT hereby agree to accept the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the above and foregoing recitals, the mutual promises and covenants hereinafter given, and other good and valuable consideration, the parties hereto agree as follows:

1. EFFECTIVE DATE AND DURATION. This Agreement shall become effective upon its acceptance and execution by the CITY and the DISTRICT and shall remain in effect for a period of one (1) year from and after the effective date. Thereafter, upon each annual anniversary date of this Agreement, it shall be renewed for an additional one-year term unless one of the parties gives the other party sixty (60) days' advance written notice of its intent to cancel the Agreement. In such case, the Agreement shall terminate sixty (60) days after such notice is given. If there should be any breach of any conditions of this Agreement, the non-breaching party shall be entitled to terminate the Agreement.
2. AUTHORIZATION TO USE DATA. The DISTRICT hereby grants the CITY, and the CITY hereby accepts, upon the express terms and conditions contained in this Agreement, limited authority to receive and use the DISTRICT'S computerized data and information described in Exhibit A of this Agreement, for the uses and purposes authorized under this Agreement.
3. DATA DESCRIPTION AND TRANSFER. The DISTRICT shall provide the CITY with information pertaining to customer billing and water usage, as outlined and contained in Exhibit A. Transfer of this data will be in a digital form and format mutually agreeable to both parties, and shall be transmitted across an agreed upon data communications medium. In addition to the initial data file, the DISTRICT agrees to monthly provide the CITY with corrections, updates and modifications to the data in its database, in a mutually agreed format. Transfer of the initial data file and the monthly updates will be controlled by a mutually agreed upon schedule that will not interfere with

any of the DISTRICT'S operations. If no corrections, updates and modifications to the database are required in any given month, the DISTRICT will not be obligated to remit notification to the CITY for such month. Further, if the CITY identifies any errors or discrepancies in the DISTRICT'S data, the CITY will contact the DISTRICT to resolve such errors or discrepancies.

Further, the DISTRICT shall provide to the CITY, as necessary, adequate specifications and technical information concerning the computer programming utilized by the DISTRICT so that the CITY can properly access and use the data and information for the purposes intended. In the event that the DISTRICT shall amend, modify, convert or otherwise change its information technology processes or computer programming, then the DISTRICT shall provide notice of such change to the CITY, to the extent reasonably possible, at least thirty (30) days prior to the effective implementation of the change, and the DISTRICT shall provide adequate specifications, technical consulting and assistance to ensure that the CITY can access and use the data and information as contemplated by this Agreement.

4. LIMITATIONS ON USE OF DATA. The CITY and its properly authorized agents shall be authorized to use the data and information provided under this Agreement for the following purposes and no others:

- a. To create and maintain a database for use in producing a fully functional wastewater utility billing, user charge system;
- b. To develop customer classifications to apply to each account;
- c. To determine the status of the account (whether active or inactive);
- d. To calculate Winter water use so that all customers are charged appropriately;
- e. To provide wastewater customers with billing statements;
- f. To provide current address and user information for wastewater billing;
- g. To provide customers with the highest level of customer service; and
- h. To provide trends analysis and reporting.

The CITY agrees that its use of the DISTRICT'S data and information will be for the CITY's internal billing needs and those of its properly authorized agents, and that the

database, products or services derived therefrom will not be released to, distributed to, or exchanged with any other person or entity except as may otherwise be required by law.

5. REQUESTS FOR ADDITIONAL DATA. Requests for data and information beyond the scope of that described in Exhibit A will be made in writing to the DISTRICT by the CITY. If the providing of such data would materially change the intent of this Agreement, or result in unreasonable expense or hardship to the DISTRICT, then the parties must mutually agree in writing before such data will be produced.

6. TITLE TO DATA. Title to the DISTRICT'S data and information shall be retained by the DISTRICT and shall not transfer to the CITY, but the CITY shall be authorized to use the data and information consistent with this Agreement.

7. RESTRICTIONS UPON FURTHER USE OF DATA. Under this Agreement, the CITY will receive data and/or information that includes the names and/or addresses of the DISTRICT'S customers. The use of such data and information containing names and/or addresses, together with any and all duplicates and any and all products in any manner derived from the data and information, shall only be used by the CITY and its properly authorized Agents to perform services authorized under this Agreement, and shall not be used for the purpose of solicitation to sell any product, property or service, either directly or indirectly, by the CITY, its Agents, or any other third party, and such use is absolutely prohibited under the terms of this Agreement. The CITY shall and hereby agrees to adopt and enforce policies and procedures to ensure that its use of the records, data, and information containing names and addresses complies with all applicable laws and regulations. The CITY shall include language substantially similar to this paragraph in all agreements with any agents that have any access to the data to be provided under this Agreement.

8. CERTIFICATION. Pursuant to K.S.A. 45-220(c)(2), the CITY certifies that it "does not intend to, and will not: (a) Use any list of names or addresses contained in or

derived from the records or information for the purpose of selling or offering for sale any property or service to any person listed or to any person who resides at any address listed; or (b) sell, give, or otherwise make available to any person any list of names or addresses contained in or derived from the records or information for the purpose of allowing that person to sell or offer for sale any property or service to any person listed or to any person who resides at any address listed.”

9. KNOWLEDGE OF VIOLATION. In the event that the CITY becomes aware of the use of the DISTRICT’S data in a manner prohibited by this Agreement, then the CITY shall immediately obtain the data from the possessor and/or shall initiate such other action as may be reasonably necessary to enforce and comply with the provisions of this Agreement.

10. COSTS. Beginning at the effective date of this Agreement, the CITY shall not be required to pay the DISTRICT any fees for the development and transfer of the data and information provided under this Agreement. The DISTRICT reserves the right in the future, however, to charge reasonable fees to the CITY to cover the costs the DISTRICT incurs for the development and transfer of data and information provided to the CITY. In that event, the District will inform the CITY, in writing, of the fees to be charged. Charges for such fees shall be billed monthly, in arrears, with payment due from the CITY within thirty (30) days of invoice. Such fees shall be reviewed annually and any changes in such fees will be submitted in writing to the CITY at least sixty (60) days prior to the effective date of any changes.

11. DISCLAIMER OF ACCURACY AND WARRANTIES. The DISTRICT shall provide data and information as it resides in the DISTRICT’s files. The CITY hereby



knowingly accepts the data and information “as-is, where is, with no warranties or guarantees.”

12. PUBLIC RECORDS. The parties consider the transfer and use of the data and information under this Agreement to be allowed under the Kansas Open Records Act, as evidenced by the Attorney General’s Opinion No. 2002-55, dated December 17, 2002, which is attached hereto as Exhibit B. If there should be any modifications to any Federal or State laws, administrative rulings or adjudications that would affect the legal status of this data and information, this Agreement shall be immediately subject to amendment or termination.

13. RELEASE and INDEMNITY. The CITY expressly releases and subject to any limitations provided by the Kansas Tort Claims Act, K.S.A. § 75-6101et seq., agrees to indemnify, defend and hold the DISTRICT harmless from any and all claims, damages or liability of any nature arising out of the CITY’S use of the data or information, the accuracy of the data or information, or any reliance on the data or information. The CITY expressly agrees that it does assume all risk for use and reliance on the data and information.

14. CUSTOMER COMMUNICATIONS. The CITY shall provide the DISTRICT for review and comment, copies of any proposed customer communications, including but not limited to billing forms, billing inserts, newspaper ads, printed brochures, press releases, electronic media or website postings, if the proposed communications make any direct or indirect references to the DISTRICT or its operation. Proposed communications shall be provided to the office of the Manager of the DISTRICT a reasonable amount of time prior to their release to allow appropriate time for the DISTRICT to review and comment. The CITY shall incorporate all reasonable edits which are requested by the DISTRICT and which relate specifically to written material to or about the DISTRICT. In the event that the DISTRICT proposes to distribute customer communication materials for its own use to

DISTRICT customers which reference, directly, or indirectly, the CITY or its billing methods, then the DISTRICT shall provide copies of such communications to the CITY prior to any distribution and shall incorporate into such communications any reasonable edits requested by the CITY to those materials that relate or refer to the CITY. The CITY shall make arrangements to have a complete Customer Service Department, independent of the DISTRICT, available to answer and process inquiries concerning wastewater service including billing, collections, account maintenance, new customer accounts, customer account transfers and account terminations.

15. SURVIVAL OF CONDITIONS AND PROHIBITIONS. The conditions contained in this Agreement and the prohibitions upon use of the data and information shall not expire upon the revocation or termination of this Agreement and shall remain in effect and apply to the parties and their use of the data and information, whether authorized or not.

16. RESTRICTIONS ON TRANSFER OR ASSIGNMENT. This Agreement is non-transferable and non-assignable, and neither the CITY nor the DISTRICT shall transfer any interest, entitlement or obligation under this Agreement to any other person or entity.

17. WAIVER. The waiver of any breach of any provision of this Agreement shall not constitute a waiver of any subsequent breach of the same or other provisions herein.

18. ENTIRE AGREEMENT. This Agreement contains the entire understanding between the parties and supersedes all prior agreements or understandings between the parties with respect to the subject matter hereof. Any modification or waiver of any provision in this Agreement shall not be effective unless made in writing.

19. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Kansas.

20. NOTICES. Any notices, demands, requests, bills, invoices, reports, payment or correspondence required or permitted by or from one party to the other under this

Agreement shall be made in writing, (including writing by e mail), delivered personally, or by United States mail, postage prepaid to the following addresses, or other location as either party may from time to time designate.

CITY: Beth Linn  
City Administrator  
City of Edgerton, KS  
404 East Nelson  
Edgerton, KS 66021

DISTRICT: Allan Soetaert  
Manager  
Water District No. 7  
P.O. Box 7 – 534 W Main St  
Gardner, KS 66030

This Agreement is approved, authorized and officially executed by official action of the governing bodies on the date specified below.

**RURAL WATER DISTRICT NO. 7, JOHNSON COUNTY**

By: \_\_\_\_\_, Chairman \_\_\_\_\_  
Date

By: \_\_\_\_\_, Secretary \_\_\_\_\_  
Date

**CITY OF EDGERTON**

By: \_\_\_\_\_, Mayor \_\_\_\_\_  
Date

**Attest:**

By: \_\_\_\_\_, City Clerk \_\_\_\_\_  
Date

**EXHIBIT A: DATA TO BE PROVIDED BY THE DISTRICT**

*Required Data for Billing and Collection:*

Kan. Atty. Gen. Op. No. 02-55, 2002 WL 31883346 (Kan.A.G.)

Office of the Attorney General  
State of Kansas

Opinion No.

**2002**

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**55**

December 17, 2002

Re: Public Records, Documents and Information--Records Open to Public -- Utility Customer Records Public Records, Documents and Information--Records Open to Public--Procedures for Obtaining Access to or Copies of Records; Limited Exception for Use of Names and Addresses for Solicitation Purposes

Synopsis: The provisions of [K.S.A. 2001 Supp. 45-221\(a\)\(26\)](#), [45-221\(a\)\(30\)](#), as amended by L. 2002, Ch.178, § 1, and [K.S.A. 21-3914](#) do not prohibit the City of Olathe or Water District No. 1 of Johnson County from providing water utility customer information and billing records to Johnson County Wastewater for use in billing customers. Cited herein: [K.S.A. 19-3501](#); 19-3514; 21-3914; 45-217; [K.S.A. 2001 Supp. 45-221](#), as amended by L.2002, Ch. 178, § 1; [5 U.S.C.A. § 552b](#).

Michael J. Armstrong  
Counsel  
Water District No. 1 of Johnson County  
10747 Renner Blvd.  
Lenexa, Kansas 66219

Don Jarrett  
Counsel  
Johnson County Wastewater  
111 S. Cherry, Suite 3200  
Olathe, Kansas 66061

Tom Glinstra  
Counsel  
City of Olathe  
126 S. Cherry, P.O. Box 768  
Olathe, Kansas 66051

Dear Messrs. Armstrong, Jarrett and Glinstra:

As Counsel for Water District 1 of Johnson County (Water District), Johnson County Wastewater (JCW), and the City of Olathe (City), respectively, you request our formal opinion regarding release of municipally operated utility customer billing records. Specifically, you ask whether the Kansas Open Records Act (KORA) or [K.S.A.](#)

21-3914 would impact the sharing of certain utility records among the three entities.

The facts you provide indicate that the three entities in question would like to cooperate in the provision of services and billing of customers. The Water District operates under [K.S.A. 19-3501 et seq.](#), serving a population of approximately 350,000 (commercial and individual) customers. The City operates its own water utility and is completely independent of the Water District. JCW is a part of Johnson County government and is responsible for the collection and treatment of wastewater for most municipalities in Johnson County, including a portion of the City of Olathe.

Currently, JCW's billing method is ad valorem based. The water utilities, however, charge occupants based upon actual consumption. In January of 2002, the Johnson County Board of County Commissioners (BOCC) approved conversion of JCW's wastewater billing to a system based upon each customer's water usage. JCW intends to contract with a private company (Outsourcing Services, Inc.) to produce the resulting wastewater bills and handle its customer service requirements. In order to implement such a system, JCW needs customer data from the water purveyors that serve JCW customers, including the water account number, customer names, service addresses, mailing addresses, customer service class data, water usage and other related information concerning customer use and consumption. JCW has requested this information, contained in public records, from the City and the Water District. Both the City and the Water District are interested in cooperating with JCW, provided that it does not violate the Kansas Open Records Act (KORA) or other laws. The parties wish to share the customer information if JCW will agree to protect the data and only use it for the internal needs of JCW and its agents, in connection with billing for wastewater usage.

\*2 In July of 2002, the Water District Board, acting in accordance with authority set forth in [K.S.A. 19-3514](#), amended its rule and regulation concerning public records. The regulation in question now states:

"The Freedom of Information Officer or the Official Records Custodian shall not disclose any records or information not required to be disclosed as provided in [K.S.A. 2001 Supp. 45-221](#). The Freedom of Information Officer and the Official Record Custodian shall be particularly attentive to prevent disclosures of the subject matter of subsection 12 relating to security information on District facilities and to subsection 26 relating to lists of identifiable residential customers. Pursuant to an Intergovernmental Agreement approved by the Water District Board certain customer data related to residential customers may be provided to Johnson County Wastewater for the purpose of JCW billing its customers for wastewater service based upon water usage."

Thus, it does not appear that any internally adopted policies would prohibit the intended sharing of information.

You specifically ask us to address:

- "(1) Whether providing the requested customer information and data, and in particular names and addresses to the County wastewater districts for its billing purposes is legally permissible under the Kansas Open Records Act; and
- "(2) Whether obtaining and using the information and data by the County's wastewater districts for its billing purposes would constitute selling or offering for sale property or services to those customers, which would be prohibited by the provisions of [K.S.A. 21-3914](#)."

The KORA [FN1] states the general rule that public records [FN2] are presumed open for inspection and copying, by anyone, unless closed by a law applicable to the type of record in question. Thus, the KORA favors openness for all public records. Specific records may be closed pursuant to specific authority. [K.S.A. 2001 Supp. 45-221](#), as amended by L. 2002, Ch. 178, § 1, contains a list of the types of records that may be closed.



K.S.A. 2001 Supp. 45-221(a)(26), as amended, allows discretionary closure of residential customer billing records of municipal utilities:

“(a) Except to the extent disclosure is otherwise required by law, a public agency shall not be required to disclose:

“(26) records of a utility or other public service pertaining to individually identifiable residential customers of the utility or service, except that information concerning billings for specific individual customers named by the requester shall be subject to disclosure as provided by this act.”

K.S.A. 2001 Supp. 45-221(a)(30), as amended, allows closure of public records “containing information of a personal nature where the public disclosure thereof would constitute a clearly unwarranted invasion of personal privacy.” K.S.A. 21-3914 requires public record custodians to deny access to records containing names and addresses if the requestor intends to contact the persons thus listed for the purpose of commercial solicitation, and provides a criminal penalty for unlawful release or use of such public records.

\*3 K.S.A. 2001 Supp. 45-221(a)(26), as amended, *permits* closure of public records of *residential* utility customers of that service. Thus, with the exception of a request for information related to a specific customer, a public utility may choose to close customer billing records and information. [FN3] However, this is discretionary and not mandatory closure authority, meaning that a public agency is not required to close this type of record. The exception allowing closure of public agency utility records was added by the 1984 Legislature after a director of computer services for the City of Topeka argued that it was an invasion of privacy for a public utility to release individually identifiable billing records. A floor amendment added the exception language now in place. [FN4] This exception allows a municipal utility to decline release of a complete list of all individual residential customers, but the billing records of specific customers named by the requestor must nevertheless be provided. We find nothing in the language of K.S.A. 2001 Supp. 45-221(a)(26), as amended, legislative history surrounding it, or subsequent discussion on it that can be interpreted as requiring the mandatory closure of utility records of a public agency falling under K.S.A. 2001 Supp. 45-221(a)(26), as amended, especially when the disclosure is to another public entity which is using that information for related billing purposes.

Like the previously discussed exception to the KORA, K.S.A. 2001 Supp. 45-221(a)(30), as amended, allows but does not require closure of public records. Under this authority, the public records may be closed if they contain information of such a personal nature the disclosure would constitute a *clearly unwarranted invasion of personal privacy*. [FN5] This exception to the KORA protects individuals from a broad range of embarrassing disclosures, not just disclosures of derogatory information, and guards against the unnecessary disclosure of files that may contain intimate details of a highly personal nature. [FN6] For example, home addresses of public employees may sometimes be closed under this exception. [FN7] However, this closure authority is directed to threats more palpable than mere possibilities and the threat to the privacy interests alleged must be significant to invoke the exemption, promising a “clearly unwarranted” invasion of personal privacy, not just an incidental infringement. Thus, the issue is whether municipal utility customer billing and usage information is of a highly personal nature.

K.S.A. 2001 Supp. 45-221(a)(30), as amended, does not prohibit the disclosure of coroner's records. [FN8] Telephone records of an individual may be provided by a phone company, when requested by law enforcement, without it being an invasion of personal privacy. [FN9] Employment contract related records of physicians working at a public hospital are not protected from disclosure by K.S.A. 2001 Supp. 45-221(a)(30), as amended. [FN10]

\*4 Federal law provides some helpful analyses for reviewing the types of personal information that may be closed because of personal privacy concerns. [FN11] The Fourteenth Amendment's Due Process Clause protects individuals from state intrusion into fundamental aspects of their personal privacy. [FN12] One such sphere of constitutionally-protected privacy is "the individual interest in avoiding disclosure of personal matters." [FN13] In ascertaining whether a certain type of information is given such protection, the decision maker "must consider, (1) if the party asserting the right has a legitimate expectation of privacy [in that information], (2) if disclosure serves a compelling state interest, and (3) if disclosure can be made in the least intrusive manner." [FN14] However, in evaluating information under this test, "we need not address the second and third factors if the first is not met." [FN15]

The records in question do not reveal information beyond water usage, billing history and contact information. Moreover, K.S.A. 2001 Supp. 45-221(a)(26), as amended, requires release of such information if it is requested on a specific individual. Thus, customers of a municipal utility possess no reasonable expectation that the information will forever remain highly confidential. Finally, under the proposed sharing plan, the information in question will not be shared with the general public. Rather, the sharing is limited to providing information to another municipally operated utility company. Given these considerations, we believe that the proposed intergovernmental sharing of public records does not constitute a clearly unwarranted invasion of personal privacy.

It is therefore our opinion that neither K.S.A. 2001 Supp. 45-221(a)(26) nor K.S.A. 45-221(a)(30), as amended, prohibit the City of Olathe or Water District No. 1 of Johnson County from providing water utility customer information and billing records to Johnson County Wastewater for use in billing customers.

K.S.A. 21-3914 states that a list of names and addresses shall not be obtained from public records for the purpose of selling or offering for sale any property or service to the persons listed. [FN16] This provision pertains to the names and addresses of businesses listed in the public records, as well as individuals. [FN17] This provision does not prohibit commercial use generally. Rather, it applies to use of the records in attempting to sell or offer to sell property or services. [FN18] This provision does not prohibit use of lists of names obtained from public records to solicit the purchase of property from the persons listed. [FN19]

In this situation, the utility wastewater service in question has already been received by the customer. The list of names and addresses is not being obtained for the purpose of contacting persons therein in an attempt to persuade them to buy a new utility service or product. Rather, the customers will only receive a bill for services already rendered in accordance with their receipt of municipally provided utility services. It is therefore our opinion that the proposed sharing of the records does not violate K.S.A. 21-3914.

Very truly yours,

\*5 Carla J. Stovall  
Attorney General of Kansas

Theresa Marcel Nuckolls  
Assistant Attorney General

[FN1]. K.S.A. 45-215 *et seq.*

[FN2]. Defined by K.S.A. 45-217(f)(1) as "any recorded information, regardless of form or characteristics, which is made, maintained or kept by or is in the possession of any public agency..."



[FN3]. Attorney General Opinions No. 2000-35 and 96-68 (residential customers can be identified by name, address or other means).

[FN4]. Frederickson, *Letting the Sunshine In: An Analysis of the 1984 Kansas Open Records Act*, 33 U. Kan. L. Rev. 205, 255 (1985).

[FN5]. See 5 U.S.C.A. § 552b(c)(6), which permits federal agencies subject to the FOIA to close “Investigatory records compiled for law enforcement purposes or information which if written would be contained in such records, but only to the extent that production would interfere with the enforcement proceedings, deprive a person of a right to a fair trial or an impartial adjudication, constitute an unwarranted invasion of personal privacy, disclose the identity of a confidential source (and, under certain circumstances, confidential information disclosed by the source), disclose investigative techniques and procedures, or endanger the life or physical safety of law enforcement personnel.”

[FN6]. Attorney General Opinions No. 92-149 (victim of sex offense); 99-55, 98-38, 87-25 (social security number).

[FN7]. Attorney General Opinions No. 2001-33 and 97-52. See also *United States Department of Defense v. Federal Labor Relations Authority*, 510 U.S. 487 114 S. Ct. 1006, 127 L. Ed. 2d 325

(1994), 109 S.Ct. 1468, 103 L.Ed.2d 112 (1989) (disclosure of home addresses can be a clearly unwarranted invasion of personal privacy).

[FN8]. *Burroughs v. Thomas*, 23 Kan.App.2d 769 (1997).

[FN9]. *State v. Schultz*, 252 Kan. 819 (1993) (“An individual has no legitimate expectation of privacy in information he or she voluntarily turns over to a third party. ... [T]he Fourth Amendment to the United States Constitution does not prohibit the government’s obtaining information revealed to a third party and conveyed by that third party to government authorities, even if the information is revealed on the assumption that it will be used only for a limited purpose and that the confidence placed in the third party will not be betrayed”).

[FN10]. *Southwest Anesthesia Serv. v. Southwest Medical Center*, 23 Kan.App.2d 950 (1997).

[FN11]. To decide whether either exemption prevents disclosure, we must “balance the public interest in disclosure against the interest Congress intended the [e]xemption to protect.” *United States Dep’t of Justice v. Reporters Comm. for Freedom of the Press*, 489 U.S. 749, 776, 109 S.Ct. 1468, 103 L.Ed.2d 112 (1989). The privacy interest protected by exemptions 6 and 7 encompasses an individual’s interest in avoiding disclosure of personal matters through identifying information. *Department of the Air Force v. Rose*, 425 U.S. 352, 380-81, 96 S.Ct. 2841, 48 L.Ed.2d 11 (1976).

[FN12]. See *Paul v. Davis*, 424 U.S. 693, 713, 96 S.Ct. 115, 47 L.Ed.2d 405 (1976).

[FN13]. *Whalen v. Roe*, 429 U.S. 589, 599, 97 S.Ct. 869, 51 L.Ed.2d 405 (1977).

[FN14]. *Denver Policemen’s Protective Ass’n v. Lichtenstein*, 660 F.2d 432, 435 (10th Cir. 1981).

[FN15]. *Falvo v. Owasso Indep. Sch. Dist. No. 1-011*, 233 F.3d 1203, 1209 (10th Cir. 2000) (vacated in part on other grounds by 288 F.3d 1236 (2002)).

[FN16]. *See also* K.S.A. 45-220(c)(2).

[FN17]. Attorney General Opinion No. 87-73.

[FN18]. Attorney General Opinion No. 98-51. *See also* Attorney General Opinion No. 2000-35 (a group of local ministers may use lists from public records to provide information about area churches).

[FN19]. Attorney General Opinions No. 96-68 (water meters); 98-55 (promissory note underlying contract for deed).

Kan. Atty. Gen. Op. No. 02-55, 2002 WL 31883346 (Kan.A.G.)

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