

EDGERTON CITY COUNCIL
AMENDED
MEETING AGENDA
CITY HALL, 404 EAST NELSON STREET
November 14, 2024
7:00 P.M.

Call to Order

1. Roll Call

____ Roberts ____ Longanecker ____ Lewis ____ Conus ____ Lebakken ____ Malloy

2. Welcome

3. Pledge of Allegiance

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

4. Approve Minutes from October 24, 2024 Regular City Council Meeting
5. Approve Minutes from October 29, 2024 Special City Council Meeting
6. Approve Minutes from November 4, 2024 Special City Council Meeting
7. Approve Re-Appointment of Jordyn Mueller for a Term Expiring September 2027 for Edgerton Planning Commission
8. Approve Year-End Longevity Bonus for Employees
9. Approve Annual Large Animal Permits
10. Approve Letter of Understanding with Johnson County Human Services for 2024 Utility Assistance
11. Approve Ordinance No. 2171 Amending Chapter VIII, Article 5, Section 8-521 of the Municipal Code of the City of Edgerton, Kansas
12. Approve Final Acceptance of the Lead and Copper Rule Revision Project
13. Approve Final Acceptance of the 2024 Street Preservation Project and Transfer of Funds to the 2025 Street Preservation Project
14. Approve Temporary Construction Easement, Permanent Drainage Easement, Permanent Street Easement, and Permanent Pedestrian Easement for Fuller, David L. at 102 E Edgewood Dr. for the 2nd Street Reconstruction Project
15. Approve Temporary Construction Easement, Permanent Drainage Easement, and Permanent Street Easement for Ottawa Cooperative Association at 1002 E 2nd Street for the 2nd Street Reconstruction Project
16. Approve Temporary Construction Easement for Brewer, Susan E. at 205 W Edgewood Dr. for the 2nd Street Reconstruction Project
17. Approve Temporary Construction Easement for Janie Emberton, Trustee of the Emberton Family Trust at 203 E Martin Street for the 2nd Street Reconstruction Project
18. Approve Temporary Construction Easement for Tate, Michael A. & Carolyn A. at 300 W Edgewood Dr. for the 2nd Street Reconstruction Project
19. Approve Resolution No. 11-14-24A Authorizing the Closure of Nelson Street During the Mayor's Christmas Tree Lighting

Motion: _____ Second: _____ Vote: _____

Regular Agenda

20. **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.

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

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

Business Requiring Action

22. CONSIDER OUTSIDE CITY LIMITS WATER SERVICE LINE APPLICATION

Motion: _____ Second: _____ Vote: _____

23. CONSIDER 2025 FUNDING RECOMMENDATIONS FOR THE HUMAN SERVICE FUND

Motion: _____ Second: _____ Vote: _____

24. CONSIDER A CONTRACT WITH ELEVATEEDGERTON! FOR ECONOMIC DEVELOPMENT SERVICES FOR 2025

Motion: _____ Second: _____ Vote: _____

25. CONSIDER AN AGREEMENT WITH GLOBAL PAYMENTS DIRECT, INC., FOR MERCHANT CREDIT CARD PROCESSOR SERVICES FOR THE CIVICPLUS SOFTWARE

Motion: _____ Second: _____ Vote: _____

26. CONSIDER ORDINANCE NO. 2172 APPROVING THE DESCRIPTIONS AND SURVEY OF LANDS NECESSARY FOR ACQUISITION OF EASEMENTS NEEDED FOR CONSTRUCTING THE 2ND STREET RECONSTRUCTION PROJECT AND ASSOCIATED IMPROVEMENTS

Motion: _____ Second: _____ Vote: _____

27. CONSIDER AN INVOICE FOR UTILITY INSPECTION & ROADWAY WORKER IN CHARGE SERVICES FROM WILSON & COMPANY FOR \$105,000 FOR DWYER SEWER EXTENSION PROJECT

Motion: _____ Second: _____ Vote: _____

28. Report by the City Administrator

- The Greenspace Update
- 3rd Quarter Community Development Report
- 3rd Quarter Municipal Court & Supplemental Johnson County Sheriff's Office Report
- Job Description – Construction Inspector

29. Report by the Mayor

30. Future Meeting Reminders:

- December 10: Planning Commission – 7:00PM
- December 12: City Council Meeting – 7:00PM

31. CONSIDER RECESSING INTO EXECUTIVE SESSION PURSUANT TO THE ATTORNEY/CLIENT EXCPITION TO INCLUDE CITY ATTORNEY, CITY ADMINISTRATOR, AND PUBLIC WORKS DIRECTOR FOR THE PURPOSES OF CONTRACT NEGOTIATIONS (K.S.A. 75- 4319(B)(2))

32. Adjourn Motion: _____ Second: _____ Vote: _____

EVENTS

- 11/15: DIY Christmas Round Door Hanger
- 11/20: Senior Lunch & BINGO
- 11/22: Golden Oldies Music Bingo
- 12/4: Kids DIY Handprint Holiday Towel
- 12/6: Tree Lighting Ceremony
- 12/7: Jingle Puzzle Dash
- 12/10: Tales for Tots
- 12/13: Kids Night Out

City of Edgerton, Kansas
Minutes of City Council Regular Session
October 24, 2024

A Regular Session of the City Council was held in the Edgerton City Hall, 404 E. Nelson, Edgerton, Kansas October 24, 2024. The meeting convened at 7:00PM with Mayor Roberts presiding.

1. ROLL CALL

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

With a quorum present, the meeting commenced.

Staff in attendance:

- City Administrator, Beth Linn
- City Clerk, Alex Clower
- City Attorney, Todd Luckman
- Public Works Director, Dan Merkh
- Finance Director, Karen Kindle
- Parks and Recreation Director, Levi Meyer
- Development Services Director, Zach Moore
- Assistant to the City Administrator, Kara Banks
- Assistant to the City Administrator, Trey Whitaker
- Public Works Foreman, Chase Forrester
- Senior Accountant, Justin Vermillion
- CIP Project Manager, Holly Robertson

2. WELCOME. Mayor Roberts welcomed all in attendance.

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

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

4. Approve Minutes from October 10, 2024 Regular City Council Meeting
5. Approve Subrecipient Grant Agreement between Johnson County, Kansas and the City of Edgerton to Accept Funding through a Community Development Block Grant of \$91,511.63 for the 2024 CDBG – 2nd and Hulett Sanitary Sewer Rehabilitation Project.
6. Approve Resolution No. 10-24-24A Waiving the City's Compliance with Generally Accepted Accounting Principles for Financial Reporting and Causing Such Reports to be Prepared in Compliance with the Cash Basis and Budget Laws of the State of Kansas.
7. Approve Application FP2024-0003, Final Plat for Edgerton Crossing, Second Plat, Located At The Southwest Corner Of W. 200th Street and Homestead Lane, Edgerton, Kansas.

8. Approve Application FP2024-0004, Final Plat for Edgerton Crossing, Third Plat, Located At The Northeast Corner Of W. 200th Street and Jubilee Street, Edgerton, Kansas.
9. Approve Allocation of 2024 Gas Tax Revenue to the 2023 Street Preservation Program and Reducing the 2024 Street Preservation Program Budget
10. Approve Allocation of Funding for LPKC Phase 1 Sewer Projects
11. Approve Allocation of Additional Funding for the Martin Creek Park South Fence Project
12. Approve a Three-Year Agreement with Varney & Associates, CPAs, LLC, to Prepare the City's Financial Audit for Fiscal Years 2024, 2025 and 2026
13. Approve Submittal of Application to the Kansas Department of Transportation (KDOT) for a 2024 Innovative Technology Program Grant
14. Approve Resolution No. 10-24-24B Consenting to the Assignment of a Development Agreement for the Dwyer Farms RHID Project
15. Approve Resolution No. 10-24-24C Consenting to the Appointment of a Successor Trustee and the Assignment of a Base Lease, Lease Agreement and Other Bond Documents in Connection with the City's Industrial Revenue Bonds (Coldpoint Logistics Real Estate, LLC Project), Series 2016, and Authorizing an Estoppel Certificate
16. Approve Resolution No. 10-24-24D Consenting to the Assignment of a Base Lease, Lease Agreement and Other Bond Documents in Connection with the City's Industrial Revenue Bonds (Coldpoint Logistics Real Estate, LLC First Expansion Project), Series 2017, and Authorizing a Collateral Assignment, Estoppel and Subordination Agreement
17. Approve Resolution No. 10-24-24E Consenting to the Assignment of a Base Lease, Lease Agreement and Other Bond Documents in Connection with the City's Industrial Revenue Bonds (Coldpoint Logistics Real Estate, LLC Second Expansion Project), Series 2018, and Authorizing a Collateral Assignment, Estoppel and Subordination Agreement
18. Approve Resolution No. 10-24-24F Consenting to the Assignment of a Base Lease, Lease Agreement and Other Bond Documents in Connection with the City's Industrial Revenue Bonds (Coldpoint Logistics Real Estate, LLC Third Expansion Project), Series 2019, and Authorizing a Collateral Assignment, Estoppel and Subordination Agreement
19. Approve Resolution No. 10-24-24G Consenting to the Assignment of a Base Lease, Lease Agreement and other Bond Documents in Connection with the City's Industrial Revenue Bonds (ELHC XXXIII, LLC PROJECT), Series 2016

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

Regular Agenda

20. Introduction – Sheriffs Candidates

Both candidates running for Johnson County Sheriff attended the meeting to introduce themselves to the Governing Body and answer any questions the Councilmembers may have.

Councilmember Longanecker asked for each individual's thoughts on the American Farmer here in Johnson County, especially because there has been controversy over chemicals, waste, etc.

Both candidates agreed that the American farmer is what builds America and puts food on our tables.

Councilmember Longanecker asked if the community officer will change or if the plan is to continue that here.

Mr. Byron Roberson stated he thinks they could enhance this position to make it more about the community and getting the community involved with the department. He does not believe that what is going on right now is necessarily community policing. He wants the department to want to be involved with the community and this starts at the top.

Mr. Doug Bedford stated the Governing Body gets to decide within the contract that they hold what they want the impact of this community officer to be. If crime increases during certain hours, those hours can change to coincide with that. If you want more presence during the summer months on the weekend for the kids, that should be done. If the Sheriff has the staffing to create that then it should be enhanced to what Edgerton wants to see.

Mayor and Council thanked them for coming and thanked them for their service. He thanked them for stepping up and running.

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

22. **Public Comments.**

Mr. Lafalce addressed the Council. He stated the city needs some sort of system in the event of an emergency. He stated we cannot trust FEMA and the government as it stands today. The tragedies that have occurred from the hurricane are proof that the government does not care for people. He pointed to recent FEMA payments of \$750. He would like to see tabletop exercises happen for not only staff, but the community so everyone can be prepared. He pointed to the potential dangers posed by trains carrying unknown materials. He stated in a county wide disaster, the fire department and sheriff belong to the county, not Edgerton, so having our own police force would be wise. He stated the other thing he would ask is that the next time the Mayor or staff meet with state representatives, they ask them why they are taking his money and sending it overseas instead of investing it here in our community.

Councilmember Conus stated he was with FEMA for over twelve years and would tend to agree with Mr. Lafalce. He stated he participated in a tabletop exercise from the Fire Department a few years ago and would encourage we look into doing that again and be involved as a city. The intermodal does pose a potential threat for having hazardous materials so close and agrees preparation is key.

Mr. Lafalce stated when Superstorm Sandy hit, the director had everything sent to their neighborhood to keep them going, everyone else was left to fend for themselves. The old civil defense had things for everyone.

Councilmember Lebakken stated she'd like to clarify that the \$750 was an immediate relief for the people, they can apply for further help.

Mr. Lafalce stated undocumented aliens are getting over \$3,000, free apartments, EBT cards, and help with everything. Our citizens are getting a pre-paid loan and FEMA is denying their claims for further help.

23. Presentation by Johnson County Fire District No. 1 Representatives. Representatives from Fire District No. 1 attended the Council meeting to introduce themselves and inform the governing body of the plans for the 2025 and the effects to the budget. This includes short-term and long-term plans. Those plans include staffing and benefits for those employed, emergency equipment needed and upkeep for current equipment and facilities, and having a strategic plan for the future to better allow transparency.

Mayor and Council thanked them for attending and appreciates what they do for this community and those surrounding. Mayor stated public safety is the utmost importance and he appreciates the additional transparency moving forward.

Business Requiring Action

24. CONSIDER PROFESSIONAL SERVICES AGREEMENT BETWEEN BURNS & MCDONNELL INC. AND THE CITY OF EDGERTON, KANSAS FOR THE ENGINEERING SERVICES FOR DWYER FARMS SANITARY SEWER IMPROVEMENTS – SITES 2 & 3

Councilmember Lewis stated he works for Burns & McDonnell but has no direct connection or ownership to this project and wanted to be transparent.

Mr. Merkh addressed the Council regarding the Dwyer Farms project, located at the southwest corner of 8th and Braun Street. This project is proposed single family residential and requires the need for sanitary sewer improvements at the onset of development. The Dwyer Sewer Project includes constructing approximately 1,800 linear feet of 18-inch sanitary sewer to serve the Dwyer Farms new residential development and large watershed (Site #1). To serve this development, the City will also improve the City Pump Station to install an equalization basin, construct a 30-inch gravity main at the City Pump Station, and upsize approximately 245 linear feet of existing 8-inch sanitary sewer (Site #2). Additional improvements to accommodate the Dwyer Farms development are expected at the Big Bull Creek Wastewater Treatment Plant (BBCWWTP) including SCADA upgrades and replacement of aged equipment (Site #3). The final recommendations are pending completion of this design phase of the project.

Site#1 is currently under construction by Beemer Construction, which was approved by council on May 23, 2024.

Requests for Qualifications were due August 15, 2024 and interviews with selected teams were conducted, two responses were provided to the RFQ. The selection committee recommends Burns & McDonnell Engineering Company Inc. as the best, most qualified team for the project. The selection committee recommends the team based on their existing experience providing these services to municipalities both of similar size and larger populations. Burns & McDonnell were the engineers of record for the current Big Bull Creek Wastewater Treatment Plant.

Enclosed is the draft Professional Services Agreement between the City of Edgerton and Burns & McDonnell for the project. The project consists of two phases with the current contract being the first phase. The first phase contract amount is \$175,947, which includes the analysis of the City's needs, building an overall list of items, as well as a cost estimate. Once the City and Burns & McDonnell understands the balance of needed scope and available funds, the second phase can be estimated. This revision to the contract, once ready, will be brought to council at a future meeting.

The proposed improvements to Edgerton's Wastewater System for the Dwyer Sewer Project are estimated to be \$5,000,000.00 and will be funded under the low interest Kansas Water Pollution Control Revolving Fund Program through the Kansas Department of Health and Environment (KDHE). The loan repayment will be made with Rural Housing Incentive District (RHID) funds generated by Dwyer Farms Development.

This agreement is still under review by both parties. Upon completion of any revisions needed by City Attorney, staff recommends approving the agreement.

He stated a representative from Burns & McDonnell is here this evening for any questions the City might have.

Mayor Roberts questioned the limited liability language. He stated he is not willing to not give the liability to the engineer on the work they do.

Ms. Hamrick, a representative with Burns & McDonnell stated they are proposing to do some geotechnical investigations where the de-commissioned lagoon is located. That statement in there is really to leverage the previous work done and that we get that results of that previous work.

She stated she thinks Burns & McDonnell was the company previously who did this work, so they should have all the info they need for that.

With no further discussion, Mayor Roberts requested motion to approve the agreement with Burns & McDonnell in the amount of \$175,947 for engineering services for Dwyer Farms Sanitary Sewer Improvements, Sites 2 and 3, pending any changes from the City Attorney and authorizes the Mayor to execute the agreement.

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

25. CONSIDER AWARDING IT MANAGED SERVICE PROVIDER CONTRACT TO IMAGINE IT

Ms. Banks stated the current contract with Strategy is expiring at the end of this year for managed IT Services. Proposals were sent out in August for this service and twelve companies were considered. After review from the selection committee and interviews of the top candidates, Imagine IT was selected to serve as the IT Managed Service provider. She stated

the details of the candidates are included in the packet, which include pricing, service times, etc. for each.

Councilmember Lewis asked who the current provider is and if they submitted a bid.

Ms. Banks stated we currently use Strategy. They were one of the higher proposals submitted and they also had limits on help desk time.

Mayor Roberts asked how much of an increase will this contract be.

Ms. Banks stated this will be a decrease from our current provider.

With no further discussion, Mayor Roberts requested motion to approve the contract with Imagine IT for Managed IT Services for 2025.

Councilmember Lewis moved to approve, seconded by Councilmember Lebakken. The contract with Imagine IT was approved, 5-0.

26. CONSIDER AGREEMENT WITH GARDNER DISPOSAL FOR SOLID WASTE COLLECTION AND DISPOSAL SERVICES FOR JANUARY 1, 2025 THROUGH DECEMBER 31, 2027

Ms. Banks stated the City currently contracts with Gardner Disposal for trash services. The contract is set to expire at the end of this year. With the direction from Council, staff worked with Gardner Disposal for extension of this contract with some changes to rates, city buildings, holidays, etc. She stated a draft version of the agreement is included. The change in rates still includes the City paying for 50% of the costs for the residents.

Councilmember Longanecker asked about the bulk item pickup and if the weight limit is 100lb, would they still pick up a couch.

Mr. Tim Henry stated couches are still included. The new contract will allow for items that are a little bigger but that can still fit into the back of the truck. He stated his biggest concern is items that contain glass or time, when those get loaded and break, that is then their mess to clean up and it is a hazard.

Councilmember Conus asked if this will still include electronics.

Mr. Henry stated yes.

With no further discussion, Mayor Roberts requested motion to approve the 3-Year contract with Garnder Disposal.

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

27. CONSIDER ADOPTION OF THE 2025-2029 CIP

Ms. Kindle addressed the Council. She stated the City held their annual CIP Work Session on October 12th where Council directed staff to build out the next 5-Year CIP Budget including the funding of two new projects as recommended by staff. This includes the Edgerton Safety Action Plan and the East 3rd Street Reconstruction. Adoption of the CIP will establish funding, budget and time frame for the funded project schedule. As project move through their project life, staff will bring contract, funding/cost changes, etc. to council for approval.

With no questions or comments, Mayor Roberts requested motion to approve the adoption of the 2025-2029 CIP.

Councilmember Longanecker moved to approve, seconded by Councilmember Malloy. The motion carried, 5-0.

28. CONSIDER RESOLUTION NO. 10-24-24H PURSUANT TO K.S.A. § 26-201 SETTING FORTH THE NECESSITY FOR CONDEMNATION OF PRIVATE PROPERTY AND AUTHORIZING PREPARATION OF A SURVEY AND LEGAL DESCRIPTIONS OF THE PROPERTIES TO BE CONDEMNED

Ms. Robertson stated the City is reconstructing East 2nd Street / COOP Road from Nelson Street to the south City Limits and East Edgewood/West Edgewood Road from East 2nd Street / COOP Road to West 4th Street. The project includes complete reconstruction of the pavement down to subgrade, new sidewalks, streetlights, new stormwater infrastructure, utility improvements, and drainage improvements along the project.

The City needs temporary construction easements and permanent drainage easements, permanent pedestrian easements, and right-of-way easements from 44 properties along the project.

She stated since June 2024, City Staff has contacted property owners and are currently in discussions with the majority of owners. Similar to previous projects, staff intends on continuing the easement acquisition process by providing official easement offers to property owners with a 30-day time frame for all properties. Staff will continue to negotiate easements with the property owners as the preferred method to acquire the easements. However, in the case negotiations do not reach a conclusion that satisfies both parties, staff recommends moving forward with the condemnation process.

She stated the first step in that process would be for City Council to pass a resolution confirming the necessity for condemnation and authorizing the preparation of survey and legal description. In an effort to meet the tight project schedule, staff is requesting that City Council approve this resolution for all easements necessary. Passing the resolution does not prohibit the City from continuing to negotiate and/or acquire the easements – it simply authorizes the

preparation of the descriptions. Any property where an easement is acquired through negotiation can be removed from the condemnation process in the future.

The resolution is in draft form, currently under review by City Attorney. All revisions will be made prior to approval.

Mayor Roberts stated if Council does get any phone calls regarding this, please make sure they are directed to speak to staff so that if there is any negotiation that can happen, it can be done with staff to bring to Council for final approval.

With no discussion, Mayor Roberts requested a motion to approve Resolution No. 10-24-24H. Councilmember Lewis moved to approve, seconded by Councilmember Lebakken. The motion carried, 5-0.

29. CONSIDER A BUDGET ADJUSTMENT FOR THE 2024 CDBG – 2ND AND HULETT SANITARY SEWER REHABILITATION PROJECT

Mr. Merkh stated in May 2023, Council approved the submission of an application for the 2nd and Hulett Sanitary Sewer Project for CDBG funding. In October 2023, staff was notified of partial funding of just over \$90,000. At the time Council approved the CIP, the total project budget was \$145,012, assuming the construction bids would come in within the construction estimate provided by the design engineer, however the bids came in higher than expected.

On the agenda following this item is the consideration of awarding bid to a contractor in the amount of \$104,555. Utilizing that bid, expenditures for design, and estimates for construction inspection services, the project budget is proposed to be \$198,257.81. The packet includes the summary of the costs.

He stated funding for this project consists of the CDBG award and the sewer fund. Staff has identified additional funding remaining from the 2021 CDBG Project to utilize. A breakdown of the funding sources is included in the packet. With the transfer of 2021 CDBG remaining funds, there is sufficient funds for the 2024 CDBG – 2nd and Hulett Sanitary Sewer Rehabilitation Project.

With no discussion, Mayor Roberts requested motion to approve the budget adjustment for the 2024 CDBG – 2nd & Hulett Sanitary Sewer Rehabilitation Project from \$145,012 to \$198,257.81.

Councilmember Longanecker moved to approve, seconded by Councilmember Malloy. The motion carried, 5-0.

30. CONSIDER AWARD OF CONSTRUCTION CONTRACT TO SAK CONSTRUCTION, LLC FOR THE 2024 CDBG – 2ND AND HULETT SANITARY SEWER REHABILITATION PROJECT IN THE AMOUNT OF \$104,555.00

Mr. Merkh stated in April, Council approved a contract with Tetra Tech for the design and scope of the project for 2nd and Hulett Sanitary Sewer Rehab. On October 7th, the City held a public bid opening with four total bids received for the project, which consisted of a base bid and no alternatives. The bids ranged from the lowest being \$92,337.05 to a high of \$113,310.00. Tetra tech provided an opinion of probable cost of just over \$69 Thousand. Due to the volatility of the market, they have provided a letter to disregard the opinion. This letter also provided their recommendation to reject municipal pipe tool due to exceeding the maximum mobilization bid item. In the end, Tetra Tech recommended SAK Construction, LLC as the most qualified and apparent low bidder. Based on review of the bids, the recommendations made by Tetra Tech and the requirements from the US HUD for CDBG project, staff also recommends the apparent low bidder, SAK Construction, LLC to complete the project.

With no discussion, Mayor Roberts requested motion to approve the award of construction to SAK Construction, LLC for the 2024 CDBG – 2nd & Hulett Sanitary Sewer Rehabilitation Project.

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

31. CONSIDER A PROFESSIONAL SERVICES AGREEMENT WITH RENAISSANCE INFRASTRUCTURE CONSULTING TO PROVIDE CONSTRUCTION INSPECTION SERVICES FOR THE 2024 CDBG – 2ND AND HULETT SANITARY SEWER REHABILITATION PROJECT

Mr. Merkh stated similar to other large infrastructure projects constructed by the City, a critical component to the success of the 2024 CDBG 2nd and Hulett Sanitary Sewer Rehabilitation Project is partnering with a firm to perform the construction inspection services. Renaissance Infrastructure Consulting (RIC) has submitted bids and gone through previous interview processes with staff, they have performed the construction inspection services for multiple projects in the past few years with a high level of satisfaction and attention to detail. RIC is a valued partner with the City of Edgerton and ElevateEdgerton! having worked with the City on multiple occasions. RIC has extensive knowledge of how Edgerton conducts projects and have a team with over 30 years' experience.

Staff recommends utilizing RIC for Construction Inspection services of the construction associated with the 2024 CDBG 2nd and Hulett Sanitary Sewer Rehabilitation Project. Selection of RIC will expedite the start date for the project. Staff and RIC will utilize the same agreement for services as previously agreed upon for the aforementioned projects. The Agreement provides a scope of work to include such services as performing inspections, notification of the City of any significant issues/changes to the plans, providing detailed reports of construction activity, reviewing testing reports and pay estimates, etc.

The Agreement also includes an hourly rate schedule applicable for the term of the Agreement. The Agreement is structured similar to the Agreement for City Engineer services where the City is only billed for actual hours of work performed. As with prior projects, RIC provided an estimate for the project (\$36,202.81), staff will work with RIC to best prioritize the use of their services to limit the project budget.

With no discussion, Mayor Roberts requested motion to approve the agreement with RIC for construction inspection services for the 2024 CDBG – 2nd & Hulett Sanitary Sewer Rehabilitation Project for a not to exceed amount of \$36,202.81.

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

32. CONSIDER A SUPPLEMENTAL AGREEMENT NO. 1 WITH BG CONSULTANTS, INC TO PROVIDE CONSTRUCTION INSPECTION SERVICES OF THE GLENDELL ACRES PARK RENOVATION PROJECT

Mr. Merkh stated in February, Council approved an update to the project budget and contract with CM Concrete for construction of the improvements at Glendell Acres Park. In March, Council approved a contract with BG Consultants for inspection services. The Agreement provides a scope of work to include such services as performing inspections, notification of the City of any significant issues/changes to the plans, providing detailed reports of construction activity, reviewing testing reports and pay estimates, etc. The Agreement also includes an hourly rate schedule applicable for the term of the Agreement. The City is only billed for actual hours of work performed. As with prior projects, BG Consultants provided an original estimate for the project (\$10,000).

On October 10, 2024, City Council approved a no cost change order for CM Concrete for extra days within the contract. BG Consultants will need to inspect construction for the remainder of the project, including the extra days previously approved. This ensures proper installation and completion of various construction activities. Throughout the project, BG has played a crucial role in working with the contractor to provide a high level of workmanship. The inspection needs placed on BG Consultants are elevated in comparison to other projects.

Staff recommends approving Supplemental Agreement No. 1 with BG Consultants with a not to exceed price increase of \$8,200. The total contract amount for inspections if approved would be \$18,200. The KDHE Waste Tire Grant provided \$24,791.36 dollars, thus freeing up allocated dollars within the project. If this is approved, the project budget is \$3,489 under budget.

With no discussion, Mayor Roberts requested motion to approve the Change Order to BG Consultant to provide construction inspection services of Glendell Acres Park Renovation with a not to exceed amount of \$8,200.

Councilmember Lebakken moved to approve the motion, seconded by Councilmember Conus. The motion carried, 5-0.

33. Report by the City Administrator

- 3rd Quarter Financial Report

Ms. Kindle reviewed the financial report provided and stated the funds are trending on track for the end of the year. Each fund is within the reserve and budget authority.

Councilmember Conus asked a question about the investment income. Ms. Kindle responded it is a little higher because the bonds for The Greenspace are listed within that line, however it is still tracking as it should and gives a little more cash balance. There were no further questions.

- **Sludge Contract**

Mr. Merkh stated much like the trash contract, the city holds an annual contract for sludge hauling at the treatment plant. This contract was approved 2 years ago with Digital Erth. Staff is requesting council direction to either put out a bid or to extend contract, similar to how we approach the extension of the contract with Gardner Disposal. Staff has experienced great service with Digital Erth.

Councilmember Longanecker asked if their contract was less costly than that of the others who placed bids.

Mr. Merkh stated yes, considerably less.

Councilmember Longanecker stated he does not see them changing the cost that much from then to now. He thinks it would be worth negotiating an extension.

Council unanimously agreed to negotiate an extension with our current provider and bring it back for approval at a later council date.

- **Other Items**

Ms. Linn stated Mayors Christmas Tree Trivia is coming up. There is limited seating at Whitetail Run with six teams limited to that event.

She stated a sneak peak of The Greenspace was posted on the City's social media. The newsletter mentioned the Glendell opening and we are working on a date for the ribbon cutting.

She stated staff is also requesting a special meeting for recreation software. The timing did not work to get it done for tonight but would need to begin sooner than the next council meeting. She requested Tuesday, October 29th at 4pm. The council unanimously agreed to that time for the special meeting.

34. Report by the Mayor

- **November/December Council Meeting Schedules**

Mayor Roberts requested motion to cancel the second meetings in both November and December due to them falling on or around the holidays.

Councilmember Lewis moved to approve the motion, seconded by Councilmember Conus. The motion carried, 5-0.

Mayor Roberts stated Council normally considers an extra day off for staff during the holidays to thank them for all their hard work they continue to do. He stated with Christmas

falling in the middle of the week, he would recommend allowing an extra day on top of Christmas Eve that is typically given. He recommended the 23rd and 24th as additional holidays for staff.

Councilmember Lebakken asked about allowing the days after with New Years.

Mayor Roberts stated staff is not expecting any of the days and really would appreciate either one. He recommends before Christmas because that allows travel time for those families that need it.

Councilmember Longanecker moved to approve, seconded by Councilmember Conus. The additional days of December 23rd and December 24th were approved unanimously as closure days for the City.

35. Future Meeting Reminders

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

36. CONSIDER RECESSING INTO EXECUTIVE SESSION PURSUANT TO THE ATTORNEY/CLIENT EXCPTION TO INCLUDE CITY ATTORNEY, CITY ADMINISTRATOR, AND ECONOMIC DEVELOPMENT COUNSEL FOR THE PURPOSES OF CONTRACT NEGOTIATIONS (K.S.A. 75- 4319(B)(2))

Mayor Roberts requested motion to recess into executive session for discussions related to Contract Negotiations. The justification for such executive session is for a consultation with the City Attorney, which is deemed privileged in an attorney-client relationship (K.S.A. 75-4319B(2)). Present in the executive session will be the Governing Body and the following staff members: City Administrator, Beth Linn, City Economic Development Counsel, Scott Anderson, and City Attorney, Todd Luckman.

The executive session will start at 9:00PM and last 15minutes. The open meeting will resume in the Council Chambers.

Councilmember Lewis moved to recess into executive session pursuant to K.S.A 75-4319(B)(2) for the purpose of discussing contract negotiations. Councilmember Conus seconded the motion.

The meeting recessed into executive session at 9:00PM, 5-0.

Councilmember Lebakken moved to return to open session with no action being taken. Councilmember Conus seconded the motion. Open session resumed at 9:15PM, 5-0.

37. Adjourn

Councilmember Lewis moved to adjourn, seconded by Councilmember Conus. The meeting was adjourned at 9:15PM with a 5-0 vote.

Submitted by Alex Clower, City Clerk

DRAFT

**City of Edgerton, Kansas
Minutes of City Council Special Session
October 29, 2024**

A Regular Session of the City Council was held in the Edgerton City Hall, 404 E. Nelson, Edgerton, Kansas October 29, 2024. The meeting convened at 4:00PM with Mayor Roberts presiding.

1. ROLL CALL

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

With a quorum present, the meeting commenced.

Staff in attendance: Assistant to the City Administrator, Kara Banks
City Clerk, Alex Clower
Public Works Director, Dan Merkh
Finance Director, Karen Kindle
Parks & Recreation Director, Levi Meyer
Recreation Superintendent, Brittany Paddock

2. WELCOME. Mayor Roberts welcomed all in attendance.

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

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

4. Confirm Request for a Special Meeting of the Edgerton City Council

Councilmember Lewis moved to approve the Consent Agenda, seconded by Councilmember Lebakken. The Consent Agenda was approved, 4-0.

Regular Agenda

5. **Declaration.** None.

6. **Public Comments.** None.

Business Requiring Action

7. CONSIDER A MASTER SERVICES AGREEMENT WITH CIVICPLUS FOR RECREATION MANAGEMENT SOFTWARE INCLUDING THE APPLICABLE SOLUTION AND SERVICES TERMS AND CONDITIONS AND STATEMENT OF WORK ("SOW")

Mr. Meyer addressed the council. He stated the City currently uses RecDesk for program and event registrations. Recently, staff has run into problems with this software including lack of automation, difficult user management, complex program registration process, and lack of integration with the City's financial software. With the opening of The Greenspace, staff opted to begin the search for new software that would better fit the current and future needs of the community. Listed within the documents included, staff noted the priorities needed for now and in the future.

Staff interviewed, received product demonstrations, and collected pricing estimates from eight vendors, including our current provider, RecDesk. Based on the initial meeting, staff eliminated four vendors due to pricing, compatibility, and ability to meet the City's needs. Four vendors were then invited to proceed with the RFP process, the City received three proposals, RecDesk was the only vendor that did not submit a response. The RFP required a second demonstration based on requirements created by City Staff. Included in the documents is a chart summarizing comparisons from each proposal submitted.

Based on the cost and ability to fulfill the growing needs of the department and community, staff recommends implementing CivicPlus. CivicPlus specializes in government clients and products, has robust administrative notifications for staff, efficient mass communication for patrons and citizens, and a high level of customization for a more Edgerton-specific software solution. One of the strongest factors in the recommendation of CivicPlus is their ability to integrate with the current software.

To implement, there will be a one-time set up fee of \$5,196. The City will also procure an estimated \$4,500 in hardware outside of the contract with CivicPlus. There is sufficient budget allocated to IT within The Greenspace Project for these costs.

The \$3,500 annual subscription cost is similar to the current providers annual cost and fits within the approved 2025 Budget. The Master Services Agreement for the software have been reviewed and approved by the City Attorney. Staff recommends approval of the agreement with CivicPlus for Recreation Management Software including the applicable Solution and Services terms and conditions and Statement of Work.

Councilmember Lebakken moved to approve the agreement, seconded by Councilmember Conus. The agreement with CivicPlus for Recreation Management Software was approved, 4-0.

8. Report by the City Administrator

There was no report by the City Administrator.

9. Report by the Mayor

Mayor Roberts stated he does not have a report but did have a few updates. He stated Ms. Linn is not here this evening because she is dealing with a family emergency. He asked Ms. Banks to update the Council on Glendell Acres Park.

Ms. Banks stated November 9th at 11am will be the official ribbon cutting for Glendell Acres Park. She showed Council a new skateboard that will be given away to one lucky winner as well as little finger skateboards to hand out to those that attend.

10. Future Meeting Reminders

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

11. Adjourn

Councilmember Lewis moved to adjourn, seconded by Councilmember Longanecker. The meeting was adjourned at 4:10PM with a 4-0 vote.

Submitted by Alex Clower, City Clerk

**City of Edgerton, Kansas
Minutes of City Council Special Session
November 4, 2024**

A Regular Session of the City Council was held in the Edgerton City Hall, 404 E. Nelson, Edgerton, Kansas November 4, 2024. The meeting convened at 4:00PM with Mayor Roberts presiding.

1. ROLL CALL

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

With a quorum present, the meeting commenced.

Staff in attendance: Beth Linn, City Administrator
Assistant to the City Administrator, Kara Banks
City Clerk, Alex Clower
Public Works Director, Dan Merkh
Finance Director, Karen Kindle
CIP Project Manager, Holly Robertson

2. WELCOME. Mayor Roberts welcomed all in attendance.

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

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

4. Confirm Request for a Special Meeting of the Edgerton City Council
5. Approve Temporary Construction Easement for Hammit, Thore J. at 609 E 2nd Street for the 2nd Street Reconstruction Project

Councilmember Lebakken moved to approve the Consent Agenda, seconded by Councilmember Longanecker. The Consent Agenda was approved, 4-0.

Regular Agenda

6. Declaration. None.

7. Public Comments. None.

Business Requiring Action

- 8. CONSIDER AN INVOICE FOR UTILITY INSPECTION & ROADWAY WORKER IN CHARGE SERVICES FROM WILSON & COMPANY FOR \$45,000 FOR DWYER SEWER EXTENSION PROJECT**

Ms. Robertson addressed the Council. She stated in August 2023, Council approved an agreement with BNSF Railway to access BNSF property to perform the work related to the Dwyer Sewer Extension beneath the railroad. Subsequently the agreement was executed, and a permit was issued by BNSF to the City. Part of the agreement includes additional services including inspection coordination and flagging/safety oversight known as Roadway Worker In Charge (RWIC). The costs for these additional services are based on days and hours required by the contractor to perform the work within the BNSF right of way.

In May 2024, City Council approved a contract with Beemer Construction, Inc. for the construction of the Dwyer Sewer Extension. Since then, the contractor has reviewed all necessary permits and have mobilized to site. In preparation for the work within the BNSF right-of-way the contractor provided the City with an estimated number of days where RWIC services will be needed. City Staff then coordinated with BNSF through Wilson & Company who provides these services to schedule inspections.

On July 25, 2024, City Council approved payment of a pre-payment invoice to Wilson & Company for inspections and RWIC services that included 40 working days of 10-hour days and working on Saturdays as requested by the contractor, plus 40 hours of overtime for flagging set up and travel time.

Due to unforeseen circumstances encountered by the contractor that slowed down boring under the railroad right-of-way, additional days beyond the original schedule are needed to complete the work. Additionally, scheduling expenses from BNSF for BNSF personnel overtime and remobilization have been billed to the original prepayment account depleting the funds before the original schedule was completed. City Staff has worked with Beemer Construction and Wilson & Company to identify an estimate for additional days, overtime, and mobilizations needed for the completion of the project. Based on these quantities, City Staff recommends a not to exceed of \$45,000. This amount will be enough for approximately two additional work weeks. This is in addition to the 4 days previously paid under the City Administrators authority on October 29, 2024 for \$14,350 to continue working the remainder of last week (October 30-November 1).

This invoice is through the same agreement made with BNSF, with Wilson & Company working on behalf of BNSF. The cost for BNSF inspections and RWIC are budgeted within the construction budget for the Dwyer Sewer Extension project. By billing this invoice directly to the City, we are saving the likely mark-up associated with processing this work through the contractor. City Staff recommends approving \$45,000 as a maximum not to exceed for prepayment of additional inspection and RWIC services. Any unused funds will be returned to the City.

Councilmember Lewis asked what the unforeseen circumstances were.

Ms. Robertson stated the surface of the rock was unexpectedly crumbly and the boring did not work as expected, so crews had to do the work with a pick axe amounting to extra labor involved.

With no further questions, Mayor Roberts requested a motion to approve the not to exceed pre-payment of \$45,000 for additional inspection and RWIC services.

Councilmember Longanecker moved to approve the motion, seconded by Councilmember Lewis. The motion carried, 4-0.

9. CONSIDER CHANGE ORDER #2 AND #3 TO AGREEMENT WITH RENAISSANCE INFRASTRUCTURE CONSULTING FOR DESIGN SERVICES OF 2ND STREET RECONSTRUCTION.

The City of Edgerton is reconstructing East 2nd Street / COOP Road from Nelson Street to the south City Limits and East Edgewood/West Edgewood Road from East 2nd Street / COOP Road to West 4th Street. The project includes complete reconstruction of the pavement down to subgrade, new sidewalks, streetlights, new stormwater infrastructure, utility improvements, and drainage improvements along the project.

During the Greenspace project, 3rd Street had to be cut to install curb and a connection to the alley between 3rd Street and 4th Street. Construction revealed that many areas of 3rd Street were found to be very thin, less than 2 inches thick in some areas and in poor condition.

On September 12, 2024 City Council requested that City Staff consider reconstructing East 3rd Street adjacent to The Greenspace in conjunction with the design and construction of the 2nd Street Reconstruction project.

On October 24, 2024 City Council approved the 2025-2029 Capital Improvement Program that included funding the reconstruction of East 3rd Street. This amount will revise the project budget for 2nd Street Reconstruction. The addition of 3rd Street included an estimate is \$427,500 which includes design, construction, utility relocation, easements, and inspection. It was recommended to include the construction of East 3rd Street with 2nd Street to limit mobilization costs and combine contractor efforts. City Staff recommend amending the design contract for the 2nd Street Reconstruction Project with Renaissance Infrastructure Consulting (RIC) to add the design of East 3rd Street. RIC has provided a change order (CO#3) and cost breakdown of \$45,440.00 to perform the design for East 3rd Street.

Additionally, RIC has requested a change order (CO#2) for additional design services performed for the 2nd Street Reconstruction project. This includes preparing design plans and specifications for waterline relocation, additional drainage improvements for the West 2nd Street Cul-de-sac, design for West 3rd Street Sanitary Sewer Relocation, and additional services related to prepared right-of-way exhibits for easements. The change order for additional services is \$20,470.00.

A breakdown of total contract amount, previously approved change orders, and the proposed change orders are included in the packet.

Change Order #2 and #3 for additional services is within the total project budget for 2nd Street Reconstruction. A budget update will be brought to City Council in early 2025 as easements are acquired, an engineer's cost estimate is provided for construction of both projects, and concurrence to bid is prepared.

Councilmember Conus asked about the progress on easements for 2nd Street.

Ms. Robertson stated notices have been sent to about 46 households about the easements.

With no further questions or comments, Mayor Roberts requested motion to approve Change Orders 2 and 3 with RIC for design services for 2nd Street Reconstruction.

Councilmember Lewis moved to approve, seconded by Councilmember Conus. The motion carried, 4-0.

10. Report by the City Administrator

There was no report.

11. Report by the Mayor

Mayor stated he received a thank you card from the GEHS students who requested a contribution so that they could purchase homecoming shirts for the entire student body. He again thanked Council for their individual contributions.

12. Future Meeting Reminders

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

13. Adjourn

Councilmember Lewis moved to adjourn, seconded by Councilmember Lebakken. The meeting was adjourned at 4:10PM with a 4-0 vote.

Submitted by Alex Clower, City Clerk

City Council Action Item

Council Meeting Date: November 14, 2024

Department: Administration

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

Background/Description of Item:

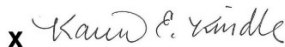
Historically, the City of Edgerton has shown appreciation to long-term employees for their years of service with a longevity bonus at year-end. The bonus amount has been awarded based on \$1.50 per month of employment with the City. Part-time employees and employees who have not worked for the City for at least thirty-three months would receive the minimum bonus amount of \$50. Using this methodology, 2024 bonuses would total \$3,000.00, with a range of \$50 to \$624.00. 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 Statue(s): Personnel Rules and Regulations

Funding Source: General Fund, Water Fund, Sewer Fund

Budget Allocated 2024:

General Fund Salaries: \$ 1,768,118
Water Fund Salaries: \$ 96,351
Sewer Fund Salaries: \$ 163,451

x 

Finance Director Approval: Karen Kindle, Finance Director

Recommendation: Approve the Year-End Longevity Bonus for Employees in an Amount not to Exceed \$3,000.

Prepared by: Justin Vermillion, Sr. Accountant





Application for permit to keep animals and/or fowl in the City limits of Edgerton, Kansas.

Michael Mabrey the owner, keeper, lessee, occupant or person in charge of the following described property in the City of Edgerton, Kansas, containing 4.5 acres.

Address and Legal Description of Property (long legal's may be attached)

See Attached

Do hereby make application to the Governing Body of the City of Edgerton to keep:

Number of animals: 4 Description of animal(s) (one per acre): Horse, Cattle, Goat, Pig ect.

Number of fowls: 25 Description of fowl(s) (five per acre): Fowl - chickens

I agree to abide by all rules and regulations of the City of Edgerton concerning the keeping of animals and fowls.

[Signature]
Signature of Applicant

10-10-24
Date

1200 W Braun St. Edgerton
Address of Applicant

913-207-3571
Phone Number

OFFICE USE ONLY

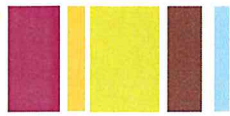
Application approved this _____ day of _____, _____ by the Governing Body of the City of Edgerton.

PERMIT VALID FOR ONE YEAR FROM DATE OF APPROVAL.

Field Value

Legal Desc. 12-15-21 BG 1125.19' E SW CR SE 1/4 E 198.69' N 986.43' W 198.76' S
(abbreviated) 986.38' TO POB 4.5 ACS M/L EDC 129 1B [H]

Mabrey



Application for permit to keep animals and/or fowl in the City limits of Edgerton, Kansas.

Darius Crist the owner, keeper, lessee, occupant or person in charge of the following described property in the City of Edgerton, Kansas, containing 5 acres.

Address and Legal Description of Property (long legal's may be attached)

See Attachment

Do hereby make application to the Governing Body of the City of Edgerton to keep:

Number of animals: 5 Description of animal(s) (one per acre): Cows

Number of fowls: 25 Description of fowl(s) (five per acre): Chickens

I agree to abide by all rules and regulations of the City of Edgerton concerning the keeping of animals and fowls.

Darius Crist
Signature of Applicant

Oct 6, 2024
Date

510 W Braun St Edgerton, Ks
Address of Applicant

913-963-6346
Phone Number

OFFICE USE ONLY

Application approved this _____ day of _____, _____ by the Governing Body of the City of Edgerton.

PERMIT VALID FOR ONE YEAR FROM DATE OF APPROVAL.

[Print All](#) [Map Feature](#)

Field Value

Legal Desc. 7-15-22 BG 932.5' E & 233.5' N SW CR SW 1/4 N 557.5' E 330.74' S 557.5' (abbreviated) W 330.74' TO POB 4.24 ACS M/L [H]

Crist

Application for permit to keep animals and/or fowl in the City limits of Edgerton, Kansas.

Glyn Powers the owner, keeper, lessee, occupant or person in charge of the following described property in the City of Edgerton, Kansas, containing 3.2 acres.

Address and Legal Description of Property (long legal's may be attached)

12-15-21 B6 SE CR SE 1/4 W 871.20' N 169.13' E 871.20' S 169.18'
TO P.O.B EX .187 AC IN RD 3.203 ACS M/L

Do hereby make application to the Governing Body of the City of Edgerton to keep:

Number of animals: 3 Description of animal(s) (one per acre): goats

Number of fowls: 15 Description of fowl(s) (five per acre): Ducks & Chickens

I agree to abide by all rules and regulations of the City of Edgerton concerning the keeping of animals and fowls.

Glyn Powers
Signature of Applicant

10-11-24
Date

1606 W. 8th St.
Address of Applicant

913-238-9539
Phone Number

OFFICE USE ONLY

Application approved this _____ day of _____, _____ by the Governing Body of the City of Edgerton.

PERMIT VALID FOR ONE YEAR FROM DATE OF APPROVAL.

Application for permit to keep animals and/or fowl in the City limits of Edgerton, Kansas.

Marvin Vail the owner, keeper, lessee, occupant or person in charge of the following described property in the City of Edgerton, Kansas, containing 5.46 acres.

Address and Legal Description of Property (long legal's may be attached)

1405 W. 8th Street
Edgerton, KS 66021

Do hereby make application to the Governing Body of the City of Edgerton to keep:

Number of animals: 5 Description of animal(s) (one per acre): Cows

Number of fowls: 0 Description of fowl(s) (five per acre): Ma

I agree to abide by all rules and regulations of the City of Edgerton concerning the keeping of animals and fowls.

Signature of Applicant

10/12/24
Date

1405 W. 8th Street Edgerton, KS
Address of Applicant 66021

816.985.9677
Phone Number

OFFICE USE ONLY

Application approved this _____ day of _____, _____ by the Governing Body of the City of Edgerton.

PERMIT VALID FOR ONE YEAR FROM DATE OF APPROVAL.

Property Location School Plat Legal Docs Utilities Image

Field **Value** [Print All](#) [Map Feature](#)

Legal Desc: 7-15-22 PT SW1/4 SW1/4 BG 467' N SW CR SW1/4 E 932.50' N 254.89'
(abbreviated) W 932.50' S 254.89' TO POB EX MINERAL RIGHTS 5.46 AOS M/L [H]

Nil

Application for permit to keep animals and/or fowl in the City limits of Edgerton, Kansas.

Darren Seitz the owner, keeper, lessee, occupant or person in charge of the following described property in the City of Edgerton, Kansas, containing 6 acres.

Address and Legal Description of Property (long legal's may be attached)

1313 W 8th

Do hereby make application to the Governing Body of the City of Edgerton to keep:

Number of animals: 3 Description of animal(s) (one per acre): Cows

Number of fowls: 10 Description of fowl(s) (five per acre): Chickens

I agree to abide by all rules and regulations of the City of Edgerton concerning the keeping of animals and fowls.

Darren Seitz
Signature of Applicant

10-26-2024
Date

1313 W 8th Edgerton KS 66021
Address of Applicant

913-548-7448
Phone Number

OFFICE USE ONLY

Application approved this _____ day of _____, _____ by the Governing Body of the City of Edgerton.

PERMIT VALID FOR ONE YEAR FROM DATE OF APPROVAL.

Property Location School Plat Legal Docs Utilities Image

Field Value

Legal Desc. 7-15-22 PT SW1/4 SW1/4 BG 721.89' N SW CR SW1/4 E 932.50' N 69.11'
(abbreviated) E 336.49' N 212.58' TO PT 318.69' S NE CR SW1/4 SW1/4 W 1270.27' TO
W/L 1/4 1/4 S 285.75' TO BG EX 1.64 ACS EX MINERAL RIGHTS 6.09 AC
M/L EDC 339 [H]

[Print All](#) [Map Feature](#)

Seute

Application for permit to keep animals and/or fowl in the City limits of Edgerton, Kansas.

Galaz Trust (Sergio Galaz Trustee) the owner, keeper, lessee, occupant or person in charge of the following described property in the City of Edgerton, Kansas, containing 8.75 acres.

Address and Legal Description of Property (long legal's may be attached)

1300 West Braun St.

Calves belong to:

Don Chapman

34056 W. 287th

Paola, Kansas 66071

913-481-9979

Do hereby make application to the Governing Body of the City of Edgerton to keep:

Number of animals: 5 Description of animal(s) (one per acre): Calves

Number of fowls: 0 Description of fowl(s) (five per acre): _____

I agree to abide by all rules and regulations of the City of Edgerton concerning the keeping of animals and fowls.

Sergio Galaz

10/06/2024

Signature of Applicant

Date

11566 S Burch Circle
Olathe, Ks 66061

913-219-7741

Address of Applicant

Phone Number

OFFICE USE ONLY

Application approved this _____ day of _____, _____ by the Governing Body of the City of Edgerton.

PERMIT VALID FOR ONE YEAR FROM DATE OF APPROVAL.

City Council Action Item

Council Meeting Date: November 14, 2024

Department: Administration

Agenda Item: Consider Letter of Understanding with Johnson County Human Services for 2025 Utility Assistance

Background/Description of Item:

Each year the City includes an amount in the budget for the Utility Assistance Program administered by Johnson County Human Services (JCHS). Funds sent to JCHS are put in an account for Edgerton residents who meet the utility assistance program eligibility criteria. Only Edgerton residents receive assistance from the funds the City sends to JCHS. As of November 12, 2024, there is roughly \$308.10 of Edgerton funds remaining with a promise to pay from the City in the amount of \$2,000 for the 2024 budget, bringing the fund balance to \$2,308.10 to be used going forward.

The City contributes the budgeted funds when the County requests them based on actual usage. If the funds are not used in their entirety for the program year, the funds will automatically be rolled over to the next program year, or upon request, returned to the City. Staff will continue to work with the utility assistance program to verify the dollars in the Edgerton fund balance and the need for Edgerton contributions as we work through budget processes each year.

The 2025 Adopted Budget includes a maximum contribution of \$1,500 with use of \$200 per household for utility assistance.

City contributions for the last five years are listed below.

Johnson County Utility Assistance				
Year	Budgeted Contribution	Actual Contribution	Utilized Funds	
2019	\$ 3,000.00	\$ 1,500.00	\$	1,060.00
2020	\$ 2,000.00	\$ 2,000.00	\$	744.00
2021	\$ 2,000.00	\$ -	\$	534.00
2022	\$ 2,000.00	\$ -	\$	527.00
2023	\$ 1,500.00	\$ -	\$	556.93
2024	\$ 2,000.00	\$ 2,000.00	Current	\$706.71

A list of the utility assistance program eligibility criteria is attached.

Related Ordinance(s) or Statue(s): n/a

Funding Source: General Fund – Administration – Community Assistance Programs

Budget Allocated: \$1,500

x *Karen E. Kindle*

Finance Director Approval: Karen Kindle, Finance Director

Recommendation: Approve the 2025 Letter of Understanding with Johnson County Human Services for Utility Assistance and a Maximum Contribution of \$1,500 with Use of \$200 per Household.

Enclosed: Letter of Understanding with Johnson County Human Services
Utility Assistance Master Guidelines & Procedures

Prepared by: Alexandria Clower, City Clerk

JOHNSON COUNTY
KANSAS
Aging & Human Services

November 5, 2024

To: Alexandria Clower
City of Edgerton
404 E Nelson St
Edgerton, KS 66021-2149

From: Joanne Haworth
Johnson County Aging & Human Services

Re: 2025 Letter of Understanding
Johnson County Utility Assistance Program

Dear Alexandria Clower,

On behalf of Johnson County Aging & Human Services, I would like to express our sincere gratitude for the generous funding contributions that your municipality has made to the Utility Assistance Program. In 2023, City of Edgerton contributed \$2000 to the Utility Assistance Program. Your support plays a crucial role in helping our community members who are facing challenges in meeting their utility costs, particularly during these difficult economic times.

Over the past two years, requests for utility assistance have increased. In addition, utility account balances have also increased. To better address the needs of our community, we will be increasing the municipality fund portion per household amount from \$150 to \$200. This adjustment will provide much-needed relief to families who are struggling to keep up with higher utility bills. Your continued partnership is essential in making this change a reality. Johnson County Government plans to continue to provide \$300 per household for utility assistance. Together, we can ensure that our community has access to the resources they need to thrive.

Please find attached the 2025 Letter of Understanding, which has been signed by Tim Wholf, Director of Aging & Human Services. Please indicate your 2025 contribution on the first page, sign, and return one copy to Betty Boone at Johnson County Aging & Human Services at 11811 S. Sunset Dr, Ste #1300, Olathe, Kansas 66061, and keep a second copy for your records. Or you may upload the signed Letter of Understanding to your municipality folder.

Thank you once again for your ongoing support and dedication to our community. We look forward to working with you to enhance the Utility Assistance Program and to continue making a positive impact in the lives of our residents.

Warm regards,


Joanne Haworth

Joanne Haworth (Nov 7, 2024 17:20 CST)

Joanne Haworth
Outreach Services Manager
Aging & Human Services

Letter of Understanding
JOHNSON COUNTY UTILITY ASSISTANCE PROGRAM
2025 Program Year

This Letter of Understanding is entered into by and between Johnson County Aging & Human Services (“Aging & Human Services”) and the **City of Edgerton** (“City”) for administration of the **Utility Assistance Program**.

The parties do mutually agree as follows:

ELIGIBILITY

Aging & Human Services will determine eligibility using the following factors:

1. Verify that the applicant is a resident of the City and that the name of the applicant, spouse, or another adult age 18 or older living in the household is on the utility bill.
2. Verify that the applicant’s household for the past 30 days has a gross income at or below 200% of the Poverty Guidelines as published in the Federal Register. Exceptions will be considered on a case-by-case basis if extraordinary circumstances warrant it. (For income sources and allowable documentation, refer to attached “Utility Assistance – Master Guidelines & Procedures.”)
3. Verify that the utility account is past due, has a disconnect notice, or is already disconnected from service.

BENEFITS & SERVICES PROVIDED

In providing utility assistance benefits to eligible City applicants, Aging & Human Services will:

1. Determine the amount of payment to be made to the utility, based on the amount of arrearage or the maximum benefit, whichever is lower.
2. Supplement City funds with matching County funds on a per household, per calendar year basis.
3. Process payments to the utility vendors through the County’s voucher system.
4. Provide quarterly reports to the City on the funds expended and balance.

CONSIDERATION

In consideration of the above provisions, the City will contribute \$_____ for the services listed in this Letter of Understanding for calendar year of 2025. The City will make a one-time contribution on or about January 1 of the program year. At the end of the program year, any City contributed unobligated funds will automatically be rolled over to the next program year or, upon request, returned to the City.

SPECIAL PROVISIONS


1. Any exceptions to the above procedures will be discussed and mutually agreed upon by a designated representative of the City and Aging & Human Services.

2. The benefit amount to City residents will be reduced when either City or County funds have been exhausted.
3. This letter of understanding may be terminated by either party upon thirty days written notice.

Executed in duplicate and on the date listed below:

City of Edgerton

Johnson County Aging & Human Services


Timothy W. Wholf (Nov 8, 2024 10:29 CST)

Name

Timothy Wholf, Director

Title

Date

Date 11/08/2024

Purpose: The purpose of the Johnson County Utility Assistance Program is to assist low-income Johnson County households in paying their utility bills.

Rationale: The need for utility assistance (UA) is not simply a function of high utility bills, but of the relationship between utility bills and incomes. Low-income households are called upon to devote unreasonable portions of their incomes to shelter. Emergency utility assistance should be available to help low-income households pay a portion of their utility bills when they have experienced a change in income, family disruption, or an excessively high utility bill.

ELIGIBILITY
Income

Eligibility	Total household gross monthly income for the last 30 days is not to exceed 200% of the Federal Poverty Guidelines.
Income	Income must include all sources from all household members aged 18 and older for the past 30 days. Except for those that are 18 years old and still in high school.
Income sources	“Income” includes Social Security benefits, TANF, unemployment, child support, salary, and wages (gross), retirement income, pension, loans, gifts, grants, and tax refunds.
Documentation needed to verify household income	Appropriate documentation includes copies of paycheck stubs dated within last 30 days, current year eligibility letters, payment center records, letters from employers on business letterhead verifying income, bank statements dated within last 30 days, ledgers, and tax forms (regarding tax refund). Whenever possible, the intake worker will obtain third-party verification of income for all adult household members and include the verification in the client file.
Missing Income Documentation	A “Self-Declaration of Income” statement will be completed and signed by the client when the client has no income, no proof of income or no proof of child support.
No exceptions	No exceptions are made to the income guidelines. If an extraordinary circumstance exists, the intake worker will try to find alternative sources of financial assistance.

Utility Account

Account status	The utility account must be past due, have a disconnect notice, or be disconnected from service. Assistance may be provided for payment arrangements/average payment plans up to 14 days prior of the due date to prevent the disruption of the payment arrangement. The utility bill must be paid down to last remaining amount which equals funding available.
Utility account fees	Assistance will cover incurred utility account late fees. Assistance does not cover reconnection/disconnection fees, returned check fees, or utility deposits.
Account billing information	The utility account must be in the name of an adult resident of the household (age 18 or older). The utility billing name must match the name of the person applying for the assistance. If another adult in the household attends the UA meeting on behalf of the person on the bill, then verification from the utility company is needed for a secondary name on the account. Utility accounts in children’s names or in the names of persons other than adults residing in the household are not eligible for assistance. The utility bill must be for a zoned residence. No business locations (regardless of the living arrangement) are eligible for utility assistance.
Account transfer	Outstanding utility bills transferred from another residence are not eligible for assistance.
Self-payment	One full payment must be made on a utility account, once service has been established, before utility assistance can be applied. LIEAP (Low Income Energy Assistance Program) payments can qualify as a self-payment. This exception should be noted in a case note

Residency

Each household considered for eligibility must be located within the boundaries of Johnson County, Kansas.

* City of Spring Hill residents in Miami County are only eligible for available City of Spring Hill UA funds.

Frequency

Households may be eligible to receive Johnson County utility assistance funds more than once annually as household funding is available. Back-to-back months of assistance will not be provided for the same utility account.

APPLICANT RESPONSIBILITIES & DOCUMENTATION REQUIRED

Proof of income	Applicants must provide proof of all household income for all household members aged 18 or older or complete a "Self-Declaration of Income" form.
Valid Picture ID & Social Security number	Applicants (adults 18+) must provide a picture ID and proof of a valid Social Security number. Identity documentation for minors may include the following: health insurance information, school records, passport. A tax return may be used to provide proof of social security numbers. Undocumented residents must show an additional valid form of identification (ID card from their country, student ID card, visa, etc.)
Most recent utility bill or disconnect notice	Applicants must provide their most recent utility bill or a notice of disconnection. These documents will confirm residency, ownership of account, and past-due amount. Account information retrieval from the utility website is acceptable.
Payment of difference in amount due before assistance	The Johnson County Utility Assistance Program pays the <i>final</i> portion of the past-due bill. Therefore, if the Utility Assistance Program benefit amount does not cover the entire past-due amount, the applicant is responsible for paying the difference <i>before</i> receiving assistance.
Correct information submitted	If incorrect information is intentionally used to apply for utility assistance, the household will not be eligible for assistance. By signing the intake forms, clients are indicating that they have reported accurate information.

FUNDING

Funding for the Johnson County Utility Assistance Program comes from county, city, utility companies and other social service entities.

[A] **The cities** enter a contractual arrangement with the county to provide utility assistance to their residents. Each city sends the program an agreed-upon amount each year (spelled out in a letter of understanding), and the program uses that money to assist residents of the designated city. Funds are *never* taken from one city to help residents of another city.

[B] **The county** allocates funds to the program. This money is used in conjunction with city funds, utility company funds and other social service entity funds.

[C] **Johnson County utility companies and social service entities including but not limited to: Atmos, Resurrection A United Methodist Church, Evergy, Johnson County Wastewater, Water District #7 and Water One** allocate funds to the program for payment of their customer's utility bills. This money is not tied to the use of city or county funds or terms of payment.

NOTE ON FUNDING AVAILABILITY

It is possible that funds will be depleted in a given calendar year.

- If **city** funds are depleted, Aging and Human Services will request supplemental funding from the city.
- If **county** funds are depleted, Aging and Human Services may request supplemental funding from the county.

- If **Utility Company** funds are depleted, Aging and Human Services will request supplemental funding from the appropriate agency.
- In any case, if supplemental funding is not available, the benefit amount will be reduced or will be unavailable.

APPLICATION PROCESS SUMMARY

1. The potential client contacts the Utility Assistance phone line (913-715-6653) to ask for assistance. The client is screened for eligibility.
2. For eligible clients, an appointment is made at the appropriate Multi-Service Center to complete intake paperwork.
3. All paperwork is completed, and documentation is collected at the appointment.
4. Once eligibility is confirmed, paperwork is completed and documentation is collected, a pledge may be made to the utility company.
5. All documentation is processed for payment.

*(From initial intake appointment to payment to the utility company may take up to four weeks.)

City Council Action Item

Council Meeting Date: November 14, 2024

Department: Administration

Agenda Item: Consider Ordinance No. 2171 Amending Chapter VIII, Article 5, Section 8-521 of the Municipal Code of the City of Edgerton, Kansas

Background/Description of Item:

The Edgerton City Council approved a contract extension with Gardner Disposal on October 24, 2024. The contract included increases in solid waste charges. As part of that contract, the City is required to approve a resolution setting the new charges. Since at least 2010, the Edgerton City Council has defrayed costs for residential solid waste disposal for each dwelling within the City's corporate limits, absorbing 50% of the cost.

During the meeting on October 24, staff indicated that the resolution would be brought back to Council on November 14. Council at that time directed staff to make changes so that a new resolution would not be required each time costs changed. To fulfill that request, staff drafted the attached ordinance to amend Chapter VII, Article 5, Section 8-521 of the City's code to remove the requirement for a new individual resolution each time to set the fees for solid waste disposal. The ordinance instead references in the City's Fee Schedule, which is approved annually.

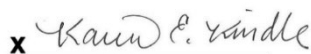
If City Council approves this ordinance, the new rate for residential solid waste for 2025 will be set at the December City Council meeting during the normal process for the City's Fee Schedule.

Related Ordinance(s) or Statue(s):

Funding Source: General Fund and Sewer Fund

Budget Allocated: General Fund: \$134,465
Sewer Fund: \$18,660

Finance Director Approval:

x 
Karen Kindle, Finance Director

Recommendation: Approve Ordinance No. 2171 Amending Chapter VII, Article 5, Section 8-521 of the Municipal Code of the City of Edgerton, Kansas

Enclosed: Draft Ordinance No. 2171

Prepared by: Kara Banks, Assistant to the City Administrator

ORDINANCE NO. 2171

AN ORDINANCE AMENDING CHAPTER VIII, ARTICLE 5, SECTION 8-521 OF THE MUNICIPAL CODE OF THE CITY OF EDGERTON, KANSAS AND REPEALING ALL OTHER ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT THEREWITH

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

SECTION ONE. Chapter VIII, Article 5, Section 8-521 of the City Code of the City of Edgerton Kansas, is hereby amended to read as follows:

8-521. CHARGES. The City of Edgerton shall establish by the annual Fee Resolution a charge for the cost and maintenance of the collection and disposition of solid waste within the City. All owners or occupants of dwelling units within the City (unless exempted by Section 8-502) shall be required to pay for such solid waste service.

SECTION TWO. REPEAL OF CONFLICTING ORDINANCES. All ordinances or sections of ordinances in conflict herewith are hereby repealed.

SECTION THREE. 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 newspaper.

ADOPTED BY THE GOVERNING BODY OF THE CITY OF EDGERTON, KANSAS ON THIS 14TH DAY OF NOVEMBER, 2024.

DONALD ROBERTS, MAYOR

ATTEST:

ALEXANDRIA CLOWER, CITY CLERK

APPROVED AS TO FORM:

TODD LUCKMAN for
Stumbo Hanson, LLP, City Attorneys

City Council Action Item

Council Meeting Date: November 14, 2024

Department: Public Works

Agenda Item: Consider Final Acceptance of the Lead and Copper Rule Revision Project.

Background/Description of Item:

On February 09, 2023 the Edgerton City Council conducted a work session discussing the Lead and Copper Revision Rule. In this work session, staff reviewed the new unfunded federal mandates from the Environmental Protection Agency (EPA) that includes requirements for the City that will be administered by the Kansas Department of Health and Environment (KDHE).

On March 9, 2023 City Council approved a contract with NEER to provide professional services related to the EPA's Lead and Copper Rule Revision (LCRR) including a Lead Service Line Inventory (LSLI) due October 16, 2024.

In December of 2023, City Staff applied for technical assistance through KDHE for additional support for the LSLI. In early 2024, Edgerton was notified that the application was successful and JEO was assigned to provide assistance. Additionally in February 2024 City Council approved the incentivization of a public survey to all residents to provide information on their public and private service line as well as the plumbing materials in their house. City Staff in coordination with NEER and JEO worked on data gathering, pothole and water meter inspections, resident survey information, public engagement, and predictive modeling to fill in the inventory throughout Spring and Summer of 2024. No lead was identified in both inspections, data gathering, and predictive modeling for the water system.

Earlier this fall, the project team worked on finalizing the LSLI and all associated documentation for KDHE. All required documentation was turned into KDHE by the October 16, 2024 deadline. The Edgerton Public Water System was classified as a "No-Lead System" by KDHE as of November 7, 2024. The inventory is available at City Hall for public viewing.

City Staff will continue to work with JEO to establish next steps for continued inventory updating and new EPA guidelines that were published in October 2024. The JEO contract is through KDHE at no cost to the City of Edgerton. Our contract with NEER continues into 2026 and will include asset management for other aspects of the public water system. City Staff is recommending final acceptance and close-out of the Lead and Copper Rule Revision Project. There are no dollars remaining in the project, which was funded 100% with American Rescue Plan Act (ARPA) grant funds.

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

Funding Source: ARPA Grant

Budget Allocated: \$31,916

x Karen E. Kindle

Finance Director Approval: Karen Kindle, Finance Director

Recommendation: Approve Final Acceptance of the Lead and Copper Rule Revision Project.

Enclosed: NA

Prepared by: Holly Robertson, PE, CIP Project Manager

City Council Action Item

Council Meeting Date: November 14, 2024

Department: Public Works

Agenda Item: Consider Final Acceptance of the 2024 Street Preservation Project and Transfer funds to 2025 Street Preservation.

Background/Description of Item:

On March 14, 2024, City Staff presented an update to City Council that included the anticipated scope of work identified for 2024 and 2025 Street Preservation Programs. There were three areas of emphasis for the project: pavement markings; curb rehabilitation; and 2nd Street Reconstruction project. The pavement markings portion of the 2024 project is refreshing the pavement markings and striping at three intersections in LPKC where pavement markings have started to wear away. These intersections include:

- 199th and Homestead Lane
- 191st and Homestead Lane
- 191st and Waverly Road

On August 8, 2024, City Council approved a contract with C-Hawkk Construction, Inc. to provide pavement marking services for a base bid of \$60,961.62. The work was completed in September and October 2024. City Staff performed a final walk-through on October 11, 2024. The contractor billed the City only the quantities used which resulted in a variance of \$9,499.46 below the original base bid amount.

The curb work scope associated with this project will be considered with the scope of the 2025 Street Preservation Project in order to build a larger project to better attract contractors.

The final portion of the 2024 Street Preservation Project is the transfer to the 2nd Street Reconstruction Project. This will be determined as part of the 2nd Street Reconstruction Project once costs become known.

The funding for the 2024 Street Preservation Project comes from the Special Highway Fund and PIF Maintenance Fee. The total project budget is \$148,270; however, due to the reduction in funds available in the Special Highway Fund for both 2023 the budget was reduced to \$146,208. The remaining dollars after accepting C-Hawkk's work is \$94,465.27, staff recommends transferring those remaining funds to the 2025 Street Preservation Project. The final scope and budget of the 2025 project will be presented at a future council meeting.

City Staff recommends final acceptance of the pavement striping services for the 2024 Street Preservation Project, with the transfer of \$94,465.27 to 2025 Street Preservation Project.

Related Ordinance(s) or Statue(s):

Funding Source: Special Highway Fund and PIF Maintenance Fund

Budget Allocated: \$148,270 reduced to \$146,208

Finance Director Approval: x 
Karen Kindle, Finance Director

Recommendation: Approve Final Acceptance of the 2024 Street Preservation Project and Transfer \$94,465.27 to the 2025 Street Preservation Project.

Enclosed: NA

Prepared by: Holly Robertson, PE – CIP Project Manager

Project Name: 2nd Street Reconstruction
Parcel No. 0462030703001006000
Tract No. 32
(Single Person)

TEMPORARY CONSTRUCTION EASEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 20____, by and between **DAVID L FULLER**, a single person, hereinafter called Grantor, and the **CITY OF EDGERTON, KANSAS**, a Municipal Corporation, located in the County of Johnson, State of Kansas, hereinafter called Grantee.

NOW, THEREFORE, for the sum of Two Hundred Sixty Four and No/100 Dollars (\$264) and other good and valuable consideration, including just compensation paid for all property damage resulting from the public improvement and from those factors set forth in K.S.A. 26-513 and other factors arising from the public improvement to be made, including but not limited to access to the property; productivity, convenience, use to be made of the property remaining; view; severance of the tract; changes of grade; loss or impairment of access; loss of landscaping, trees and shrubbery; loss of fences; damage to property remaining due to change of grade; medians; and increased water run-off or drainage as indicated on the construction plan; the sufficiency of which is hereby acknowledged, Grantor hereby grants to Grantee, its successors and assigns, a Temporary Construction Easement in, on, over, under and through the following described real estate, to wit:

A temporary construction easement in part of Lot 52 of GLENDELL ACRES FIRST PLAT, a Subdivision in the City of Edgerton, Johnson County, Kansas, said part being more particularly described by Wayne E. Malnicof, Kansas P.S.-1239, October 17, 2024, as follows:

Beginning at the Southwest corner of Lot 52 in said subdivision; thence along the West line of said Lot 52 North 02°19'31" West, 9.21 feet; thence departing said West line South 88°55'01" East, 58.59 feet; thence North 01°04'59" East, 15.56 feet; thence South 88°21'16" East, 54.38 feet; thence South 37°41'44" West, 30.18 feet to the South line of Lot 52; thence along said South line North 88°55'01" West, 94.42 feet to the Point Of Beginning, containing 1,650 square feet.

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

This Temporary Construction Easement shall commence upon the date listed above and shall expire 2 years thereafter, or as otherwise agreed upon between the parties.

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

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

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

Grantor covenants that she is the owner of the premises and has the right, title and capacity to grant the easements herein conveyed.

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

TO THESE COVENANTS, Grantor hereby consents and agrees.

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

GRANTOR:

David Fuller

Printed Name: DAVID L FULLER

Property Address:
102 E EDGEWOOD DR

Mailing Address (if different from property address):

ACKNOWLEDGMENT

State of Kansas

County of Johnson

This instrument was acknowledged before me on this 5 day of November,
2024, by DAVID L FULLER

Alexandra Clower

(Signature of notarial officer)

(Seal, if any)

city clerk

Title (and Rank)



[My appointment expires: 7/5/26]

1. The first part of the document is a list of names and titles, including "The Hon. Mr. Justice G. D. C. O'Connell, Chief Justice of the Supreme Court of the State of New South Wales" and "The Hon. Mr. Justice G. D. C. O'Connell, Chief Justice of the Supreme Court of the State of New South Wales".

GRANTEE:

CITY OF EDGERTON, KANSAS,
A Municipal Corporation

By: _____
City Administrator

ATTEST:

(SEAL)

City Clerk

ACKNOWLEDGMENT

State of Kansas

County of Johnson

This instrument was acknowledged before me on this ____ day of _____,
20__ by Beth Linn, City Administrator, for the City of Edgerton, Kansas.

(Seal)

Notary Public

[My appointment expires: _____]

Project Name: 2nd Street Reconstruction
Tract No.32
Parcel No.0462030703001006000
(Single Person)

PERMANENT DRAINAGE EASEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 20____, by and between **DAVID L. FULLER**, a single person, 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 Five Hundred Thirty-Eight and No/100 Dollars (\$538), 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 hereby grants and conveys to the Grantee, its successors and assigns, a permanent drainage easement with reasonable rights to ingress and egress in, on, over, under and through the following described real estate, for the purpose of laying, constructing, operating, inspecting, altering, repairing, replacing, substituting, relocating, adding to, removing and maintaining a culvert, storm sewer, drainage ditch, drainage channel/water course or other drainage facility tributary connections and appurtenant work in any part of said easement, including the right to clean, repair, replace and care for said drainage facilities, together with the right of access in, on, over, under and through said easement for said purposes, said easement more particularly described as follows:

A drainage and pedestrian easement in part of Lot 52 of GLENDELL ACRES FIRST PLAT, a Subdivision in the City of Edgerton, Johnson County, Kansas, said part being more particularly described by Wayne E. Malnicof, Kansas P.S.-1239, October 17, 2024, as follows:

Commencing at the Southeast corner of Lot 52 in said subdivision; thence along the South line of said Lot 52 North 88°55'01" West, 18.19 feet to the Point Of Beginning; thence continuing along said South line North 88°55'01" West 22.62 feet; thence departing said South line North 37°41'49" East, 63.35 feet to the East line of Lot 52; thence departing said East line along a curve to the left with a chord bearing South 17°41'00" West, a chord length of 53.06 feet, a radius of 330 feet, and an arch length of 53.12 feet to the Point Of Beginning, containing 538 square feet.

SECTION TWO TERM

The rights granted herein shall be possessed and enjoyed by the Grantee, its successors and assigns, so long as the drainage line and appurtenances constructed pursuant hereto shall be maintained and operated by the Grantee, its successors and assigns.

SECTION THREE ADDITIONAL RIGHTS OF GRANTEE

Grantee shall have the right to change the drainage channel/water course and to install an additional sewer and/or drainage line or replace said line with a larger line in the above-described easement at some future date and under the same conditions as the original drainage line was installed, except no additional payment shall be made for the purchase of said right.

Grantee and its employees and agents shall have free access to the drainage easement, using such reasonable route as Grantor may designate or approve.

SECTION FOUR CONDITIONS

Grantor shall not construct or permit to be constructed any permanent house or structure, landscaping, trees, or obstruction on or over or interfering with the construction, maintenance, or operation of any sewer and/or drainage facility or appurtenance constructed pursuant to this instrument. Grantor further agrees that he/she will not change the grade of the area within the Permanent Easement without approval of the City.

SECTION FIVE WARRANTY OF TITLE

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

**SECTION SIX
RESTORATION OF SURFACE**

Grantee, its agents, successors and assigns shall, as soon as practicable, after construction of said drainage facility and all subsequent alterations and repairs thereto, restore the property to as near as possible to the conditions set out in the project plans and specifications.

**SECTION SEVEN
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:

David Fuller

Printed Name: DAVID L FULLER

Property Address:
102 E EDGEWOOD DR

Mailing Address (if different from property address):

ACKNOWLEDGMENT

State of Kansas

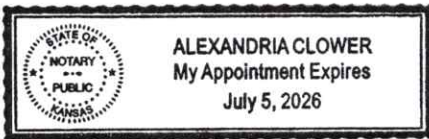
County of Johnson

This instrument was acknowledged before me on this 5 day of November
2024, by DAVID L. FULLER.

Alexandra Clower

(Signature of notarial officer)

(Seal, if any)



City Clerk

Title (and Rank)

[My appointment expires: 7/5/26]

GRANTEE:

CITY OF EDGERTON, KANSAS,
A Municipal Corporation

By: _____
City Administrator

ATTEST:

(SEAL)

City Clerk

ACKNOWLEDGMENT

State of Kansas

County of Johnson

This instrument was acknowledged before me on this ____ day of _____
20____, by Beth Linn, City Administrator for the City of Edgerton, Kansas.

(Seal)

Notary Public

[My appointment expires: _____]

Project Name: 2nd Street Reconstruction
Tract No.32
Parcel No.0462030703001006000
(Single Person)

PERMANENT STREET EASEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 20____, by and between **DAVID L. FULLER**, a single person, 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 Thousand, Five Hundred and No/100 Dollars (\$1,500), in hand paid and other valuable consideration, receipt of which is hereby acknowledged, Grantor hereby grants an easement to Grantee, for public use forever, with the right to ingress and egress hereto, the following described property to be used for public street purposes, including public utilities and other public purposes incident thereto.

A tract for new road Right of Way in part of Lot 52, EXCEPT the North 17.5 feet thereof, and 30 feet of vacated street adjacent on the East, GLENDELL ACRES, FIRST PLAT AMENDED, a Subdivision in the City of Edgerton, Johnson County, Kansas, said part being more particularly described by Wayne E. Malnicof, Kansas P.S.-1239, October 28, 2024, as follows:

Beginning at the Southeast corner of Lot 52 in said subdivision; thence along the South line of said Lot 52 North 88°55'01" West, 11.86 feet to the Point Of Beginning; thence departing said South line along a curve to the right with a chord bearing North 17°41'00" East with a length of 53.06 feet, a radius of 330 feet, and an arch length of 53.12 feet to

the East line of a vacated old county road; thence along said East line South 02°19'31" East, 50.94 feet; thence North 88°55'01" West, 18.19 feet to the Point Of Beginning, containing 500 square feet.

SECTION TWO
WARRANTY OF TITLE

Grantor covenants that he/she is the owner of the premises and has the right, title and capacity to convey the property described herein.

SECTION THREE
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:

David D Fuller

Printed Name: DAVID L FULLER

Property Address:
102 E EDGEWOOD DR

Mailing Address (if different from property address):

ACKNOWLEDGMENT

State of Kansas

County of Johnson

This instrument was acknowledged before me on this 5 day of November
2024, by DAVID L. FULLER.

Alexandra Clower
(Signature of notarial officer)

City Clerk
Title (and Rank)

(Seal, if any)



[My appointment expires: 7/5/26]

GRANTEE:

CITY OF EDGERTON, KANSAS,
A Municipal Corporation

By: _____
City Administrator

ATTEST:

(SEAL)

City Clerk

ACKNOWLEDGMENT

State of Kansas

County of Johnson

This instrument was acknowledged before me on this ____ day of _____
20____, by Beth Linn, City Administrator for the City of Edgerton, Kansas.

(Seal)

Notary Public

[My appointment expires: _____]

Project Name: 2nd Street Reconstruction
Tract No.32
Parcel No.0462030703001006000
(Single Person)

PERMANENT PEDESTRIAN EASEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 20____, by and between **DAVID L. FULLER**, a single person, 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 Five Hundred Thirty-Eight and No/100 Dollars (\$538), 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 loss of trees, overhanging tree branches or landscaping within the easement area, receipt of which is hereby acknowledged, the Grantor hereby grants and conveys unto the Grantee, its successors and assigns a permanent pedestrian easement, with the right to reasonable ingress and egress thereto, for the purposes of laying, constructing, operating, inspecting, maintaining, altering, repairing, replacing, substituting, relocating, adding to, and removing of the pedestrian infrastructure on, in, over, under and through the following described land in the County of Johnson, State of Kansas (such land is referred to herein as the premises):

A drainage and pedestrian easement in part of Lot 52 of GLENDELL ACRES FIRST PLAT, a Subdivision in the City of Edgerton, Johnson County, Kansas, said part being

more particularly described by Wayne E. Malnicof, Kansas P.S.-1239, October 17, 2024, as follows:

Commencing at the Southeast corner of Lot 52 in said subdivision; thence along the South line of said Lot 52 North 88°55'01" West, 18.19 feet to the Point Of Beginning; thence continuing along said South line North 88°55'01" West 22.62 feet; thence departing said South line North 37°41'49" East, 63.35 feet to the East line of Lot 52; thence departing said East line along a curve to the left with a chord bearing South 17°41'00" West, a chord length of 53.06 feet, a radius of 330 feet, and an arch length of 53.12 feet to the Point Of Beginning, containing 538 square feet.

SECTION TWO TERM

The rights granted herein shall be possessed and enjoyed by the Grantee, its successors and assigns, so long as the pedestrian infrastructure constructed pursuant hereto shall be maintained and operated by the Grantee, its successors and assigns.

SECTION THREE ASSIGNMENTS

The rights granted herein shall not be assignable together or separately nor in whole or in part without the written permission of both parties.

SECTION FOUR WARRANTY OF TITLE

Grantor covenants and warrants that he/she is the owner of the premises and has the right, title and capacity to grant the easement herein conveyed.

SECTION FIVE 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:

David L Fuller

Printed Name: DAVID L FULLER

Property Address:
102 E EDGEWOOD DR

Mailing Address (if different from property address):

ACKNOWLEDGMENT

State of Kansas

County of Johnson

This instrument was acknowledged before me on this 5 day of November
2024, by DAVID L. FULLER.

Alexandra Clower

(Signature of notarial officer)

City Clerk

Title (and Rank)

(Seal, if any)



[My appointment expires: 7/5/26]



GRANTEE:

CITY OF EDGERTON, KANSAS,
A Municipal Corporation

By: _____
City Administrator

ATTEST:

(SEAL)

City Clerk

ACKNOWLEDGMENT

State of Kansas

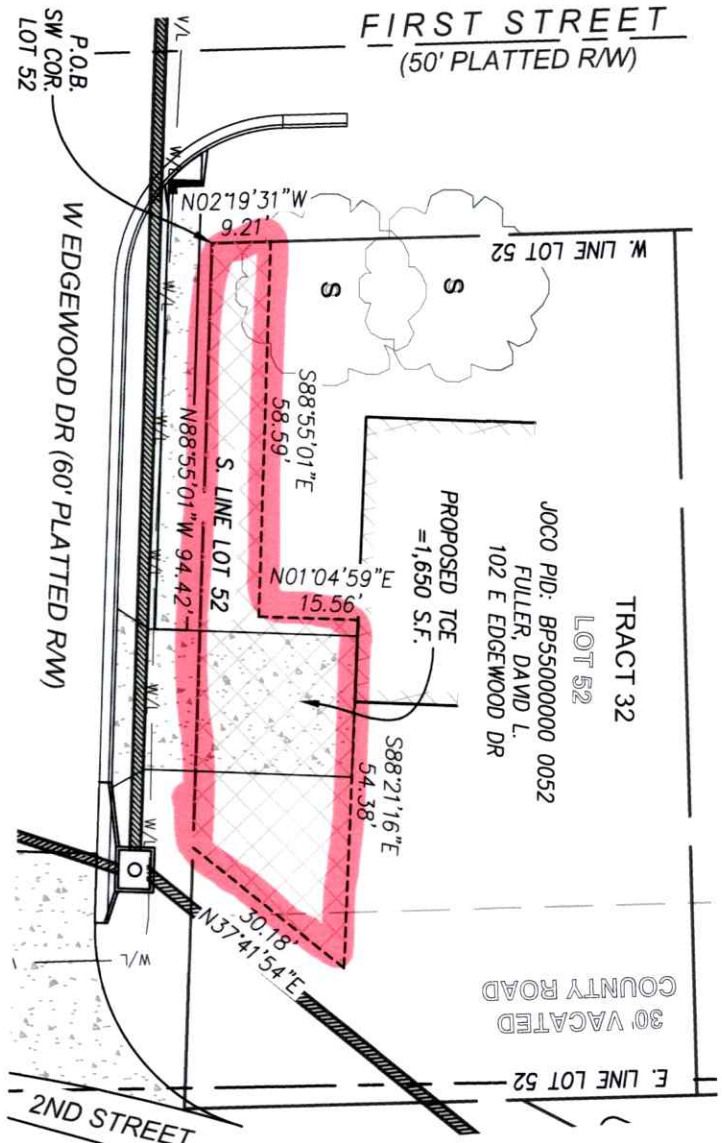
County of Johnson

This instrument was acknowledged before me on this ____ day of _____
20___, by Beth Linn, City Administrator for the City of Edgerton, Kansas.

(Seal)

Notary Public

[My appointment expires: _____]



Description

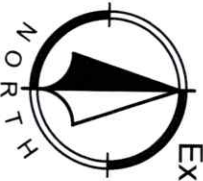
A temporary construction easement in part of Lot 52 of GLENDELL ACRES FIRST PLAT, a Subdivision in the City of Edgerton, Johnson County, Kansas, said part being more particularly described by Wayne E. Malnicof, Kansas P.S.-1239, October 17, 2024, as follows:

Beginning at the Southwest corner of Lot 52 in said subdivision; thence along the West line of said Lot 52 North 02°19'31" West, 9.21 feet; thence departing said West line South 88°55'01" East, 58.59 feet; thence North 01°04'59" East, 15.56 feet; thence South 88°21'16" East, 54.38 feet; thence South 37°41'44" West, 30.18 feet to the South line of Lot 52; thence along said South line North 88°55'01" West, 94.42 feet to the Point Of Beginning, containing 1,650 square feet.

TRACT 32
 LOT 52
 JOCO PID: BP55000000 0052
 FULLER, DAVID L.
 102 E EDGEWOOD DR

PROPOSED TCE
 =1,650 S.F.

30' VACATED
 COUNTY ROAD



LEGEND:

	D/E DRAINAGE EASEMENT
	TCE TEMPORARY CONSTRUCTION EASEMENT
	TREE TO BE DEMOED
	TREE TO BE SAVED
	P.O.B. POINT OF BEGINNING

I hereby certify that this Easement description is true and correct to the best of my professional knowledge and belief and was prepared by me or under my direct supervision.

DRAFT COPY

Wayne E. Malnicof, Kansas PS-1239
 RIC KS CLS-234
 wmalnicof@ric-consult.com

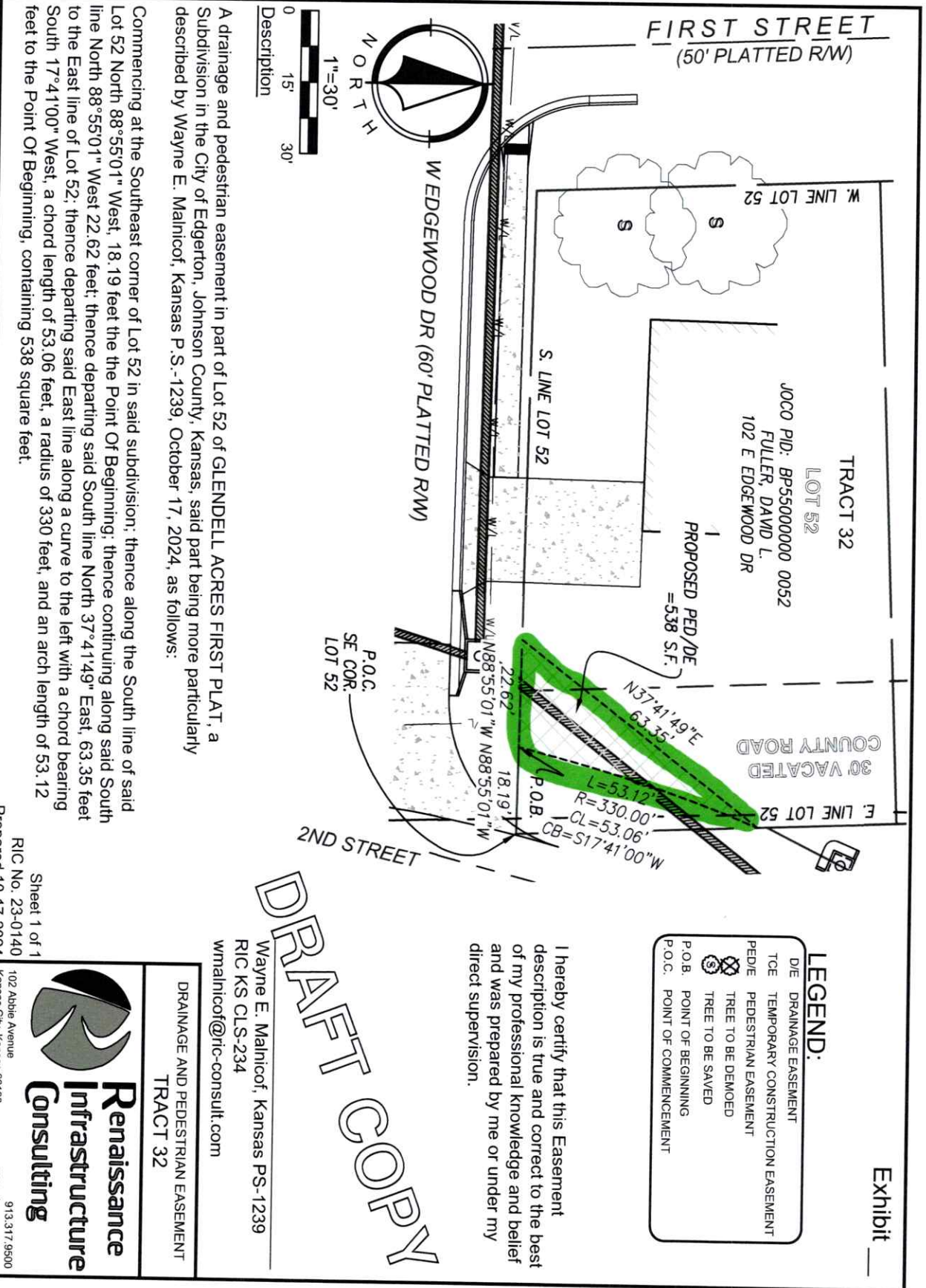
TEMPORARY CONSTRUCTION EASEMENT
 TRACT 32



102 Abbie Avenue
 Kansas City, Kansas 66103
 913.317.9500
 www.ric-consult.com

Certificates of Authorization: MO CLS-2011003572; KS CLS-234; OK CA-7072; SD C-8496; AR COA 3574; TX 10194376

Sheet 1 of 1
 RIC No. 23-0140
 Prepared 10-17-2024



Exhibit

LEGEND:

D/E	DRAINAGE EASEMENT
TCE	TEMPORARY CONSTRUCTION EASEMENT
PE/D/E	PEDESTRIAN EASEMENT
⊗	TREE TO BE DEMOED
⊗	TREE TO BE SAVED
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT

I hereby certify that this Easement description is true and correct to the best of my professional knowledge and belief and was prepared by me or under my direct supervision.

DRAFT COPY

Wayne E. Malnicof, Kansas PS-1239
 RIC KS CLS-234
 wmalnicof@ric-consult.com

DRAINAGE AND PEDESTRIAN EASEMENT
 TRACT 32

Renaissance Infrastructure Consulting

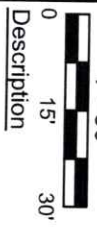
102 Abble Avenue
 Kansas City, Kansas 66103
 913.317.9500
 www.ri-consult.com

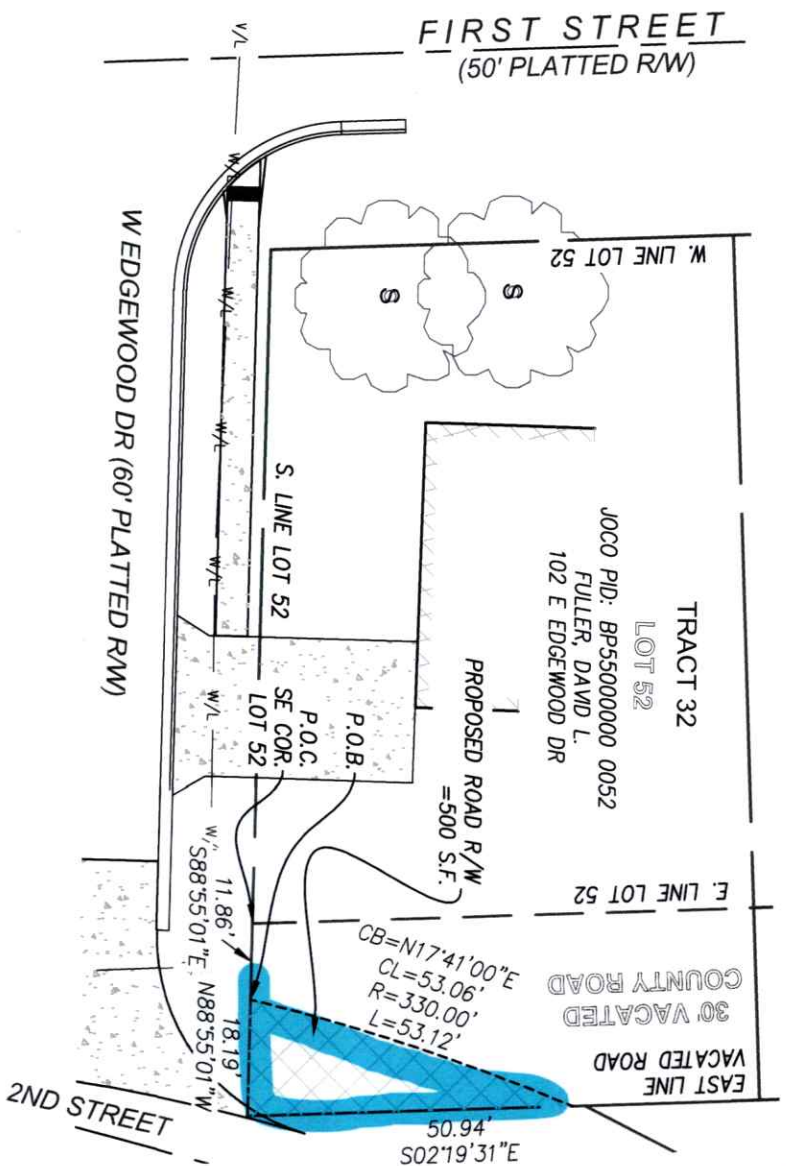
Certificates of Authorization: MO CLS-2011003572; KS CLS-234; OK CA-7072; SD C-8496; AR COA 3574; TX 10194376

Sheet 1 of 1
 RIC No. 23-0140
 Prepared 10-17-2024

A drainage and pedestrian easement in part of Lot 52 of GLENDELL ACRES FIRST PLAT, a Subdivision in the City of Edgerton, Johnson County, Kansas, said part being more particularly described by Wayne E. Malnicof, Kansas P.S.-1239, October 17, 2024, as follows:

Commencing at the Southeast corner of Lot 52 in said subdivision; thence along the South line of said Lot 52 North 88°55'01" West, 18.19 feet to the Point Of Beginning; thence continuing along said South line North 88°55'01" West 22.62 feet; thence departing said South line North 37°41'49" East, 63.35 feet to the East line of Lot 52; thence departing said East line along a curve to the left with a chord bearing South 17°41'00" West, a chord length of 53.06 feet, a radius of 330 feet, and an arch length of 53.12 feet to the Point Of Beginning, containing 538 square feet.





Description

A tract for new road Right of Way in part of Lot 52, EXCEPT the North 17.5 feet thereof, and 30 feet of vacated street adjacent on the East, GLENDELL ACRES, FIRST PLAT AMENDED, a Subdivision in the City of Edgerton, Johnson County, Kansas, said part being more particularly described by Wayne E. Malnicof, Kansas P.S.-1239, October 28, 2024, as follows:

Beginning at the Southeast corner of Lot 52 in said subdivision; thence along the South line of said Lot 52 North 88°55'01" West, 11.86 feet to the Point Of Beginning; thence departing said South line along a curve to the right with a chord bearing North 17°41'00" East with a length of 53.06 feet, a radius of 330 feet, and an arch length of 53.12 feet to the East line of a vacated old county road; thence along said East line South 02°19'31" East, 50.94 feet; thence North 88°55'01" West, 18.19 feet to the Point Of Beginning, containing 500 square feet.

- LEGEND:**
- D/E DRAINAGE EASEMENT
 - TC/E TEMPORARY CONSTRUCTION EASEMENT
 - PE/E PEDESTRIAN EASEMENT
 - ⊗ TREE TO BE DEMOED
 - ⊕ TREE TO BE SAVED
 - P.O.B. POINT OF BEGINNING

LEGEND: 0 15' 30'



I hereby certify that this Easement description is true and correct to the best of my professional knowledge and belief and was prepared by me or under my direct supervision.

DRAFT COPY

Wayne E. Malnicof, Kansas PS-1239
 RIC KS CLS-234
 wmalnicof@ric-consult.com

Sheet 1 of 1
 RIC No. 23-0140
 Prepared 10-28-2024

NEW ROAD RIGHT OF WAY
 TRACT 32

Renaissance Infrastructure Consulting

102 Abbie Avenue
 Kansas City, Kansas 66103
 913.317.9500
 www.ric-consult.com

Certificates of Authorization: MO CLS-2011003572; KS CLS-234; OK CA-7072; SD C-8496; AR COA 3574; TX 10194376

Exhibit

Project Name: 2nd Street Reconstruction
Tract No. 4A, 4B, 4C
Parcel No. 0462030704002001000
(LLC, Corporation, Partnership)

TEMPORARY CONSTRUCTION EASEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 20____, by and between **OTTAWA COOPERATIVE ASSOCIATION**, a _____, hereinafter called Grantor, and the **CITY OF EDGERTON, KANSAS**, a Municipal Corporation, located in the County of Johnson, State of Kansas, hereinafter called Grantee.

NOW, THEREFORE, for the sum of Four Thousand and No/100 Dollars (\$4,000) and other good and valuable consideration, including just compensation paid for all property damage resulting from the public improvement and from those factors set forth in K.S.A. 26-513 and other factors arising from the public improvement to be made, including but not limited to access to the property; productivity, convenience, use to be made of the property remaining; view; severance of the tract; changes of grade; loss or impairment of access; loss of landscaping, trees and shrubbery; loss of fences; damage to property remaining due to change of grade; medians; and increased water run-off or drainage as indicated on the construction plan; the sufficiency of which is hereby acknowledged, Grantor hereby grants to Grantee, its successors and assigns, a Temporary Construction Easement in, on, over, under and through the following described real estate, to wit:

TRACT 4A –

A temporary construction easement in part of Lots 2 to 19, inclusive, Block 1, TOWN OF MARTIN commonly called CITY OF EDGERTON, a subdivision in the City of Edgerton, Johnson County, Kansas, AND All that part of the Southeast Quarter of Section 7, Township 15, Range 22, City of Edgerton, Johnson County, Kansas, lying West of the Atchison, Topeka and Santa Fe Right-of-Way and the Westerly 30 feet of vacated county road adjacent to the West line, said part being more particularly described by Wayne E. Malnicof, Kansas P.S.-1239, October 23, 2024, as follows:

Being the West 8.00 feet of said Lot 11, and the adjacent alley, as well as the West 8.00 feet of the North 28.52 feet of said Lot 12, containing 1,348 square feet.

Also beginning at the Southwest corner of said Lot 12; thence along the West line of said Lot 12 North 01°21'55" West, 27.20 feet; thence departing said West line South 85°22'46" East, 72.72 feet to a point in said Lot 14; thence South 07°05'34" West, 19.88 feet to the South line of said Lot 14; thence along the South line of said Lot 14 South 88°39'58" West, 69.40 feet to the Point Of Beginning, containing 1,666 square feet.

Together containing 3,014 square feet.

TRACT 4B –

A temporary construction easement in part of Lots 2 to 19, inclusive, Block 1, TOWN OF MARTIN commonly called CITY OF EDGERTON, a subdivision in the City of Edgerton, Johnson County, Kansas, AND All that part of the Southeast Quarter of Section 7, Township 15, Range 22, City of Edgerton, Johnson County, Kansas, lying West of the Atchison, Topeka and Santa Fe Right-of-Way and the Westerly 30 feet of vacated county road adjacent to the West line, said part being more particularly described by Wayne E. Malnicof, Kansas P.S.-1239, October 23, 2024, as follows:

Commencing at the Southwest corner of Lot 12, Block 1, of said subdivision; thence South 10°32'15" West, 24.65 feet to the Point Of Beginning; thence North 88°08'54" East, 71.00 feet; thence South 07°06'18" West, 31.39 feet; thence South 27°56'57" West, 60.14 feet; thence North 62°03'03" West, 24.51 feet; thence South 27°20'20" West, 65.07 feet; thence North 62°39'54" West, 22.92 feet; thence South 26°41'32" West, 81.88 feet; thence North 63°18'28" West, 5.00 feet; thence South 26°41'32" West, 77.84 feet; thence South 24°41'11" East, 47.56 feet; thence South 26°41'11" West, 29.05 feet; thence along a curve to the left with a chord bearing South 23°27'25" West, a chord length of 25.96 feet, a radius of 230.00 feet, and an arch length of 25.97 feet; thence North 68°31'57" West, 25.01 feet; thence along a curve to the left with a chord bearing South 09°00'33" West, a chord length of 100.24 feet, a radius of 255.00 feet, and an arch length of 100.89 feet; thence South 02°19'31" East, 29.11 feet; thence along a curve to the right with a chord bearing South 00°23'47" West, a chord length of 32.77 feet, a radius of 345.00 feet, and an arch length of 32.78 feet; thence North 86°52'54" West, 5.00 feet; thence along a curve to the right with a chord bearing South 06°09'20" West, a chord length of 36.03 feet, a radius of 340.00 feet, and an arch length of 36.05 feet; thence South 09°14'02" West, 100.00 feet; thence South 54°19'20" East, 16.75 feet; thence South 09°13'56" West, 129.03 feet; thence North 83°02'49" West, 7.97 feet; thence North 05°07'05" East, 237.42 feet; thence North 88°55'01" West, 23.39 feet; thence North 02°19'31" West, 109.40 feet; thence North 26°41'32" East, 417.40 feet; thence North 13°30'50" East, 62.46 feet; thence North 10°32'15" East, 4.21 feet to the Point Of Beginning, containing 20,762 square feet.

TRACT 4C –

A temporary construction easement in part of Lots 2 to 19, inclusive, Block 1, TOWN OF MARTIN commonly called CITY OF EDGERTON, a subdivision in the City of Edgerton, Johnson County, Kansas, AND All that part of the Southeast Quarter of Section 7, Township 15, Range 22, City of Edgerton, Johnson County, Kansas, lying West of the Atchison, Topeka and Santa Fe Right-of-Way and the Westerly 30 feet of vacated county road adjacent to the West line, said part being more particularly described by Wayne E. Malnicof, Kansas P.S.-1239, October 28, 2024, as follows:

Commencing at the Northeast corner of Lot 52 of GLENDELL ACRES FIRST PLAT, a Subdivision in the City of Edgerton, Johnson County, Kansas; thence North 87°50'39" East, 30.00 feet to a point of the West line of the Southeast Quarter of Section 7, Township 15, Range 22, also being the Point Of Beginning; thence along the West line of said section North 02°19'31" West, 13.56 feet; thence departing said West line North 72°00'56" East, 20.88 feet; thence North 26°41'32" East, 251.27 feet; thence North 13°30'50" East, 15.82 feet; thence South 76°33'48" East, 6.09 feet to the West Right of Way of 2nd St; thence along said West Right of Way South 17°19'46" West, 16.44 feet; thence South 26°41'32" West, 277.44 feet; thence departing the West Right of Way line of 2nd St North 67°23'42" West, 13.31 feet to the Point Of Beginning, containing 1,720 square feet.

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

This Temporary Construction Easement shall commence upon the date listed above and shall expire 2 years thereafter, or as otherwise agreed upon between the parties.

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

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

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

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

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

TO THESE COVENANTS, Grantor hereby consents and agrees.

GRANTEE:

CITY OF EDGERTON, KANSAS,
A Municipal Corporation

By: _____
City Administrator

ATTEST:

(SEAL)

City Clerk

ACKNOWLEDGMENT

STATE OF KANSAS)
) ss:
COUNTY OF JOHNSON)

BE IT REMEMBERED, that on this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came **Beth Linn**, City Manager of the City of Edgerton, Kansas, and **Alexandria Clower**, 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

Printed Name: _____

My Appointment Expires:

Project Name: 2nd Street Reconstruction
Tract No. 4B
Parcel No. 0462030704002001000
(LLC, Corporation, Partnership)

PERMANENT DRAINAGE EASEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 20____, by and between **OTTAWA COOPERATIVE ASSOCIATION**, a _____, 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 Five Hundred and No/100 Dollars (\$500), 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, Grantor hereby grants and conveys to Grantee, its successors and assigns, a permanent drainage easement with reasonable rights to ingress and egress in, on, over, under and through the following described real estate, for the purpose of laying, constructing, operating, inspecting, altering, repairing, replacing, substituting, relocating, adding to, removing and maintaining a culvert, storm sewer, drainage ditch, drainage channel/water course or other drainage facility tributary connections and appurtenant work in any part of said easement, including the right to clean, repair, replace and care for said drainage facilities, together with the right of access in, on, over, under and through said easement for said purposes, said easement more particularly described as follows:

A drainage easement in part of Lots 2 to 19, inclusive, Block 1, TOWN OF MARTIN commonly called CITY OF EDGERTON, a subdivision in the City of Edgerton, Johnson County, Kansas, AND All that part of the Southeast Quarter of Section 7, Township 15, Range 22, City of Edgerton, Johnson County, Kansas, lying West of the Atchison, Topeka and Santa Fe Right-of-Way and the Westerly 30 feet of vacated county road adjacent to the West line, said part being more particularly described by Wayne E. Malnicof, Kansas P.S.-1239, October 28, 2024, as follows:

Commencing at the Northeast corner of Lot 52 of GLENDELL ACRES FIRST PLAT, a Subdivision in the City of Edgerton, Johnson County, Kansas; thence North 87°50'39" East, 30.00 feet to a point of the West line of the Southeast Quarter of Section 7, Township 15, Range 22 also being the Point Of Beginning; thence along the West line of said section South 02°19'31" East, 27.36 feet to a point on the West Right of Way line of 2nd St.; thence departing said West line North 26°41'32" East along said West line, 24.88 feet to a point also know as Point "A" ; thence North 67°23'42" West, 13.31 feet to the Point Of Beginning, containing 165 square feet.

Also commencing at afore said Point "A"; thence North 26°41'32" East along the West Right of Way line of 2nd St., 277.44 feet; thence continuing along said Right of Way line North 17°19'46" East, 16.44 feet to the Point Of Beginning; thence continuing North 17°19'46" East, 27.77 feet; thence departing said Right of Way line South 88°08'54" West, 18.31 feet; thence South 10°37'50" West, 22.10 feet; thence South 76°33'48" East, 17.64 feet to the Point Of Beginning, containing 475 square feet.

SECTION TWO TERM

The rights granted herein shall be possessed and enjoyed by Grantee, its successors and assigns, so long as the drainage line and appurtenances constructed pursuant hereto shall be maintained and operated by Grantee, its successors and assigns.

SECTION THREE ADDITIONAL RIGHTS OF GRANTEE

Grantee shall have the right to change the drainage channel/water course and to install an additional sewer and/or drainage line or replace said line with a larger line in the above-described easement at some future date and under the same conditions as the original drainage line was installed, except no additional payment shall be made for the purchase of said right.

Grantee and its employees and agents shall have free access to the drainage easement, using such reasonable route as Grantor may designate or approve.

SECTION FOUR CONDITIONS

Grantor shall not construct or permit to be constructed any permanent house or

structure, landscaping, trees, or obstruction on or over or interfering with the construction, maintenance, or operation of any sewer and/or drainage facility or appurtenance constructed pursuant to this instrument. Grantor further agrees that it will not change the grade of the area within the Permanent Easement without approval of the City.

**SECTION FIVE
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 SIX
RESTORATION OF SURFACE**

Grantee, its agents, successors and assigns shall, as soon as practicable, after construction of said drainage facility and all subsequent alterations and repairs thereto, restore the property to as near as possible to the conditions set out in the project plans and specifications.

**SECTION SEVEN
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:

OTTAWA COOPERATIVE ASSOCIATION
(Name of LLC, Corporation, Partnership)

By: Clark Wenger

Printed Name: Clark Wenger

Title: President

Property Address:
1002 E 2ND ST

Mailing Address (if different from property address):
PO Box 680
Ottawa, KS 66567

ACKNOWLEDGMENT

State of Kansas

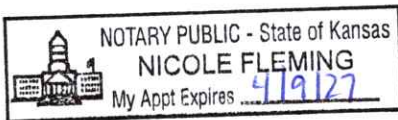
County of Franklin

This instrument was acknowledged before me on this 7th day of November
2024, by Clark Wenger (name) as President (title) of
OTTAWA COOPERATIVE ASSOCIATION.

(Seal, if any)

Nicole Fleming
(Signature of notarial officer)

Notary
Title (and Rank)



[My appointment expires: 4/9/27]

GRANTEE:

CITY OF EDGERTON, KANSAS,
A Municipal Corporation

By: _____
City Administrator

ATTEST:

(SEAL)

City Clerk

ACKNOWLEDGMENT

State of Kansas

County of Johnson

This instrument was acknowledged before me on this ____ day of _____
20____, by Beth Linn, City Administrator for the City of Edgerton, Kansas.

(Seal)

Notary Public

[My appointment expires: _____]

Project Name: 2nd Street Reconstruction
Parcel No.: 0462030703010064000
Track No.: 1
(LLC, Corporation, Partnership)

PERMANENT STREET EASEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 20____, by and between **OTTAWA COOPERATIVE ASSOCIATION**, a _____, 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
PERMANENT STREET EASEMENT**

In consideration of One Thousand Six Hundred and Sixty-Seven and No/100 Dollar (\$1,667) in hand paid and other valuable consideration, receipt of which is hereby acknowledged, Grantor hereby grants an easement to Grantee, for public use forever, with the right to ingress and egress hereto, the following described property to be used for public street purposes, including public utilities and other public purposes incident thereto.

A tract for new road Right of Way, in the Northeast Quarter of the Southwest Quarter of Section 7, Township 15, Range 22, Johnson County, Kansas, said part being more

particularly described by Wayne E. Malnicof, Kansas P.S.-1239, October 23, 2024, as follows:

Commencing at the Northeast corner of the Southwest Quarter Section of Section 7, Township 15, Range 22; thence South 0°07'28" East 540.62 feet along the East line of said Quarter Section; thence North 88°55'01" West 30.05 feet to the true point of beginning, said point being the Southeast corner of Lot 51, Glendell Acres, First Plat Amended, a subdivision, in the City of Gardner, Johnson County, Kansas; thence North 88°55'01" West 10.0 feet along the South line of said Lot 51; thence South 10°52'30" West 464.44 feet; thence North 87°51'51" East 33.0 feet to a point on the West Right of Way line of a County Road; thence along the West Right of Way line of said road as follows: North 28°26'31" East 146.82 feet; thence North 0°55'41" West 325.63 feet to the point of beginning, being a part of Lot 1, County Clerk's Subdivision, all in Johnson County, Kansas, containing 21,469 square feet.

SECTION TWO WARRANTY OF TITLE

Grantor covenants that it is the owner of the premises and has the right, title and capacity to convey the property described herein.

SECTION THREE 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:

OTTAWA COOPERATIVE ASSOCIATION

By: *Clark Wenger*

Printed Name: Clark Wenger

Title: President

Property Address:
NOT AVAILABLE

Mailing Address (if different from property address):
PO Box 680
Ottawa, KS 66067

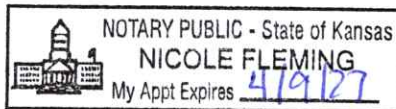
ACKNOWLEDGMENT

State of Kansas

County of Franklin

This instrument was acknowledged before me on this 7th day of November
2024, by Clark Wenger (name) as President (title) of
President OTTAWA COOPERATIVE ASSOCIATION.

(Seal, if any)



Nicole Fleming
(Signature of notarial officer)

Notary
Title (and Rank)

[My appointment expires: 4/9/27]

GRANTEE:

CITY OF EDGERTON, KANSAS,
A Municipal Corporation

By: _____
City Administrator

ATTEST:

(SEAL)

City Clerk

ACKNOWLEDGMENT

State of Kansas

County of Johnson

This instrument was acknowledged before me on this ____ day of _____
202__, by the City Clerk and City Administrator for the City of Edgerton, Kansas.

(Seal)

Notary Public

[My appointment expires: _____]

Description

A temporary construction easement in part of Lots 2 to 19, inclusive, Block 1, TOWN OF MARTIN commonly called CITY OF EDGERTON, a subdivision in the City of Edgerton, Johnson County, Kansas, AND All that part of the Southeast Quarter of Section 7, Township 15, Range 22, City of Edgerton, Johnson County, Kansas, lying West of the Atchison, Topeka and Santa Fe Right-of-Way and the Westerly 30 feet of vacated county road adjacent to the West line, said part being more particularly described by Wayne E. Mainicof, Kansas P.S.-1239, October 23, 2024, as follows:

Being the West 8.00 feet of said Lot 11, and the adjacent alley, as well as the West 8.00 feet of the North 28.52 feet of said Lot 12, containing 1,348 square feet.

Also beginning at the Southwest corner of said Lot 12; thence along the West line of said Lot 12 North 01°21'55" West, 27.20 feet; thence departing said West line South 85°22'46" East, 72.72 feet to a point in said Lot 14; thence South 07°05'34" West, 19.88 feet to the South line of said Lot 14; thence along the South line of said Lot 14 South 88°39'58" West, 69.40 feet to the Point Of Beginning, containing 1,666 square feet.

Together containing 3,014 square feet.

I hereby certify that this Easement description is true and correct to the best of my professional knowledge and belief and was prepared by me or under my direct supervision.

DRAFT

COPY

Wayne E. Mainicof, Kansas PS-1239
RIC KS CLS-234
wmainicof@ric-consult.com

Exhibit

Sheet 1 of 2
RIC No. 23-0140
Prepared 10-23-2024

TEMPORARY CONSTRUCTION EASEMENT
TRACT 4A



102 Abbie Avenue
Kansas City, Kansas 66103
913.317.9500
www.ric-consult.com

Certificates of Authorization: MO CLS-2011003572; KS CLS-234;
OK CA-7072; SD C-8496; AR COA 3574; TX 10194376

Exhibit

LEGEND:

- TCE TEMPORARY CONSTRUCTION EASEMENT
- TREE TO BE DEMOED
- TREE TO BE SAVED
- P.O.B. POINT OF BEGINNING



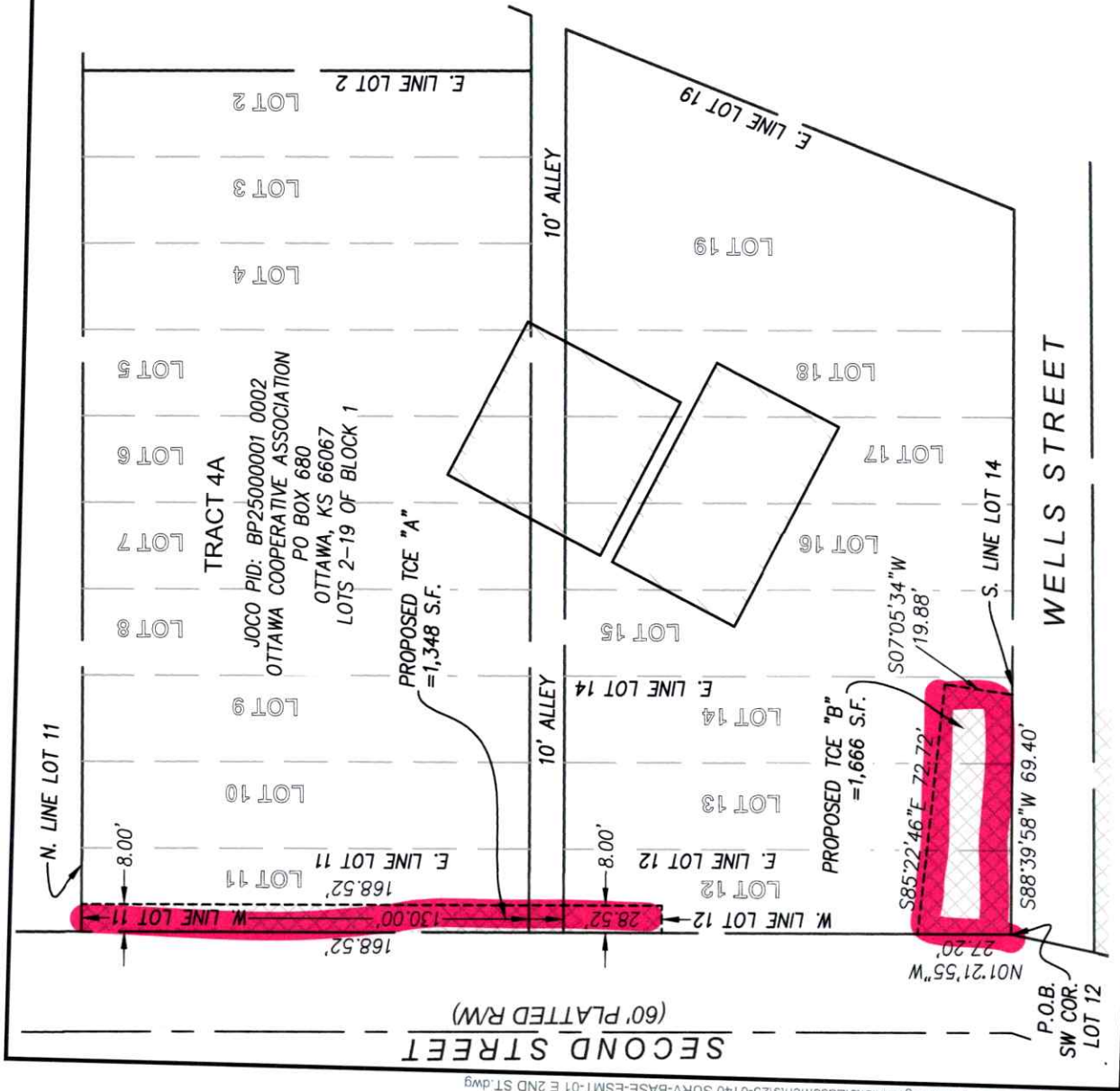
Sheet 2 of 2
RIC No. 23-0140
Prepared 10-23-2024

TEMPORARY CONSTRUCTION EASEMENT
TRACT 4A



102 Abbie Avenue
Kansas City, Kansas 66103
913.317.9500
www.ric-consult.com

Certificates of Authorization: MO CLS-2011003572; KS CLS-234;
OK CA-7072; SD C-8496; AR COA 3574; TX 10194376



SECOND STREET
(60' PLATTED RM)

P.O.B.
SW COR.
LOT 12

Exhibit

I hereby certify that this Easement description is true and correct to the best of my professional knowledge and belief and was prepared by me or under my direct supervision.

DRAFT
COPY

Wayne E. Malnicof, Kansas PS-1239
RIC KS CLS-234
wmalnicof@ric-consult.com

Sheet 1 of 2
RIC No. 23-0140
Prepared 10-23-2024

TEMPORARY CONSTRUCTION EASEMENT
TRACT 4B



102 Abbie Avenue
Kansas City, Kansas 66103
913.317.9500
www.ric-consult.com

Certificates of Authorization: MO CLS-2011003572; KS CLS-234;
OK CA-7072; SD C-8486; AR COA 3574; TX 10194378

Description

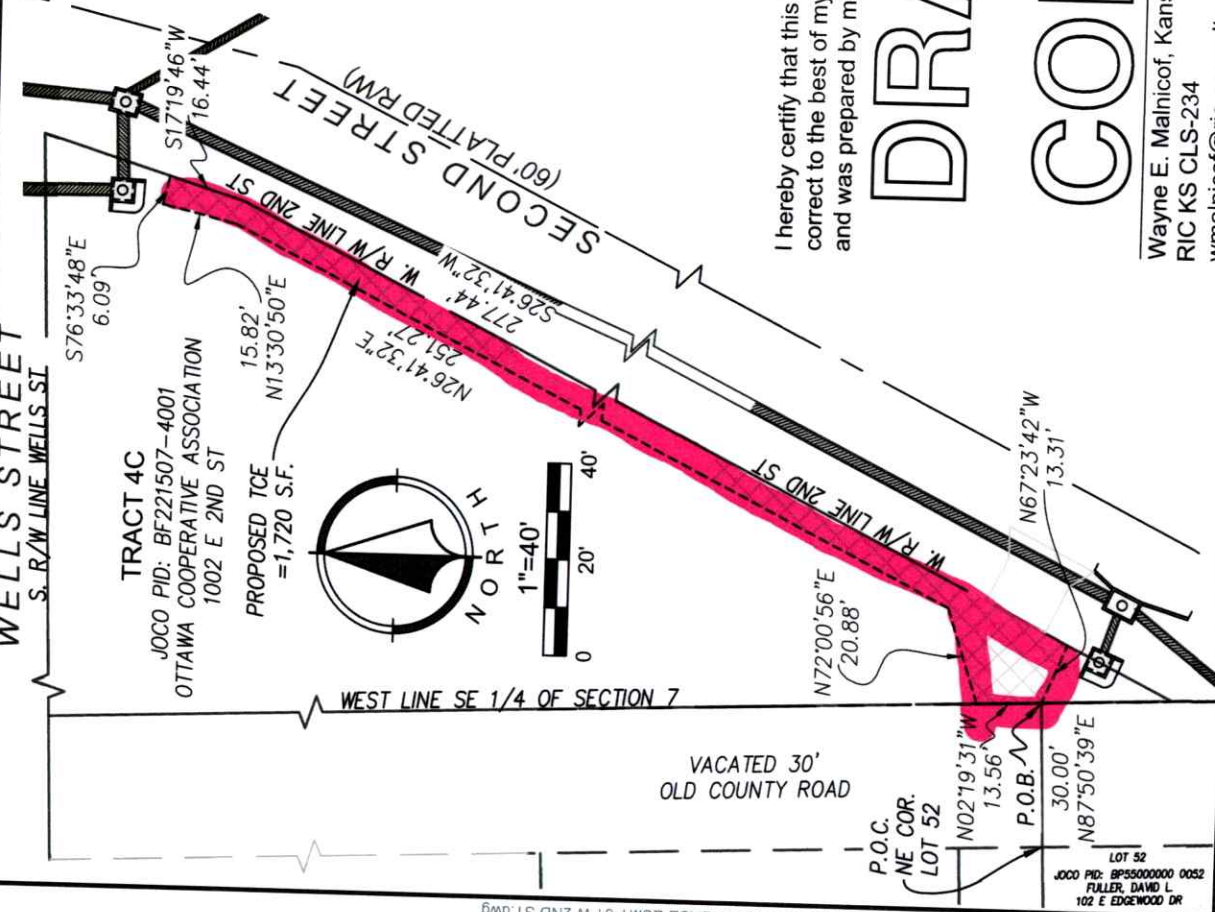
A temporary construction easement in part of Lots 2 to 19, inclusive, Block 1, TOWN OF MARTIN commonly called CITY OF EDGERTON, a subdivision in the City of Edgerton, Johnson County, Kansas, AND All that part of the Southeast Quarter of Section 7, Township 15, Range 22, City of Edgerton, Johnson County, Kansas, lying West of the Atchison, Topeka and Santa Fe Right-of-Way and the Westerly 30 feet of vacated county road adjacent to the West line, said part being more particularly described by Wayne E. Malnicof, Kansas P.S.-1239, October 23, 2024, as follows:

Commencing at the Southwest corner of Lot 12, Block 1, of said subdivision; thence South 10°32'15" West, 24.65 feet to the Point Of Beginning; thence North 88°08'54" East, 71.00 feet; thence South 07°06'18" West, 31.39 feet; thence South 27°56'57" West, 60.14 feet; thence North 62°03'03" West, 24.51 feet; thence South 27°20'20" West, 65.07 feet; thence North 62°39'54" West, 22.92 feet; thence South 26°41'32" West, 81.88 feet; thence North 63°18'28" West, 5.00 feet; thence South 26°41'32" West, 77.84 feet; thence South 24°41'11" East, 47.56 feet; thence South 26°41'11" West, 29.05 feet; thence along a curve to the left with a chord bearing South 23°27'25" West, a chord length of 25.96 feet, a radius of 230.00 feet, and an arch length of 25.97 feet; thence North 68°31'57" West, 25.01 feet; thence along a curve to the left with a chord bearing South 09°00'33" West, a chord length of 100.24 feet, a radius of 255.00 feet, and an arch length of 100.89 feet; thence South 02°19'31" East, 29.11 feet; thence along a curve to the right with a chord bearing South 00°23'47" West, a chord length of 32.77 feet, a radius of 345.00 feet, and an arch length of 32.78 feet; thence North 86°52'54" West, 5.00 feet; thence along a curve to the right with a chord bearing South 06°09'20" West, a chord length of 36.03 feet, a radius of 340.00 feet, and an arch length of 36.05 feet; thence South 09°14'02" West, 100.00 feet; thence South 54°19'20" East, 16.75 feet; thence South 09°13'56" West, 129.03 feet; thence North 83°02'49" West, 7.97 feet; thence North 05°07'05" East, 237.42 feet; thence North 88°55'01" West, 23.39 feet; thence North 02°19'31" West, 109.40 feet; thence North 26°41'32" East, 417.40 feet; thence North 13°30'50" East, 62.46 feet; thence North 10°32'15" East, 4.21 feet to the Point Of Beginning, containing 20,762 square feet.

Description

A temporary construction easement in part of Lots 2 to 19, inclusive, Block 1, TOWN OF MARTIN commonly called CITY OF EDGERTON, a subdivision in the City of Edgerton, Johnson County, Kansas, AND All that part of the Southeast Quarter of Section 7, Township 15, Range 22, City of Edgerton, Johnson County, Kansas, lying West of the Atchison, Topeka and Santa Fe Right-of-Way and the Westerly 30 feet of vacated county road adjacent to the West line, said part being more particularly described by Wayne E. Malnicof, Kansas P.S.-1239, October 28, 2024, as follows:

Commencing at the Northeast corner of Lot 52 of GLENDELL ACRES FIRST PLAT, a Subdivision in the City of Edgerton, Johnson County, Kansas; thence North 87°50'39" East, 30.00 feet to a point of the West line of the Southeast Quarter of Section 7, Township 15, Range 22, also being the Point Of Beginning; thence along the West line of said section North 02°19'31" West, 13.56 feet; thence departing said West line North 72°00'56" East, 20.88 feet; thence North 26°41'32" East, 251.27 feet; thence North 13°30'50" East, 15.82 feet; thence South 76°33'48" East, 6.09 feet to the West Right of Way of 2nd St; thence along said West Right of Way South 17°19'46" West, 16.44 feet; thence South 26°41'32" West, 277.44 feet; thence departing the West Right of Way line of 2nd St North 67°23'42" West, 13.31 feet to the Point Of Beginning, containing 1,720 square feet.



Exhibit

LEGEND:

- TCE TEMPORARY CONSTRUCTION EASEMENT
- ☒ TREE TO BE DEMOED
- ☑ TREE TO BE SAVED
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENTMENT

TEMPORARY CONSTRUCTION EASEMENT
TRACT 4C



913.317.9500
www.ric-consult.com
102 Abbie Avenue
Kansas City, Kansas 66103

Certificates of Authorization: MO CLS-2011003572; KS CLS-234;
OK CA-7072; SD C-8496; AR COA 3574; TX 10194376

I hereby certify that this Easement description is true and correct to the best of my professional knowledge and belief and was prepared by me or under my direct supervision.

DRAFT

COPY

Wayne E. Malnicof, Kansas PS-1239
RIC KS CLS-234
wmalnicof@ric-consult.com

Sheet 1 of 1
RIC No. 23-0140
Prepared 10-28-2024

Exhibit

Description

A drainage easement in part of Lots 2 to 19, inclusive, Block 1, TOWN OF MARTIN commonly called CITY OF EDGERTON, a subdivision in the City of Edgerton, Johnson County, Kansas, AND All that part of the Southeast Quarter of Section 7, Township 15, Range 22, City of Edgerton, Johnson County, Kansas, lying West of the Atchison, Topeka and Santa Fe Right-of-Way and the Westerly 30 feet of vacated county road adjacent to the West line, said part being more particularly described by Wayne E. Malnicof, Kansas P.S.-1239, October 28, 2024, as follows:

Commencing at the Northeast corner of Lot 52 of GLENDELL ACRES FIRST PLAT, a Subdivision in the City of Edgerton, Johnson County, Kansas; thence North 87°50'39" East, 30.00 feet to a point of the West line of the Southeast Quarter of Section 7, Township 15, Range 22 also being the Point Of Beginning; thence along the West line of said section South 02°19'31" East, 27.36 feet to a point on the West Right of Way line of 2nd St.; thence departing said West line North 26°41'32" East along said West line, 24.88 feet to a point also know as Point "A"; thence North 67°23'42" West, 13.31 feet to the Point Of Beginning, containing 165 square feet.

Also commencing at afore said Point "A"; thence North 26°41'32" East along the West Right of Way line of 2nd St., 277.44 feet; thence continuing along said Right of Way line North 17°19'46" East, 16.44 feet to the Point Of Beginning; thence continuing North 17°19'46" East, 27.77 feet; thence departing said Right of Way line South 88°08'54" West, 18.31 feet; thence South 10°37'50" West, 22.10 feet; thence South 76°33'48" East, 17.64 feet to the Point Of Beginning, containing 475 square feet.

LEGEND:

- DE DRAINAGE EASEMENT
- ☒ TREE TO BE DEMOED
- ☑ TREE TO BE SAVED
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENTMENT

DRAINAGE EASEMENT
TRACT 4C



102 Abbie Avenue
Kansas City, Kansas 66103
913.317.9500
www.ric-consult.com

Certificates of Authorization: MO CLS-2011003572; KS CLS-234;
OK CA-7072; SD C-8496; AR COA 3574; TX 10194376

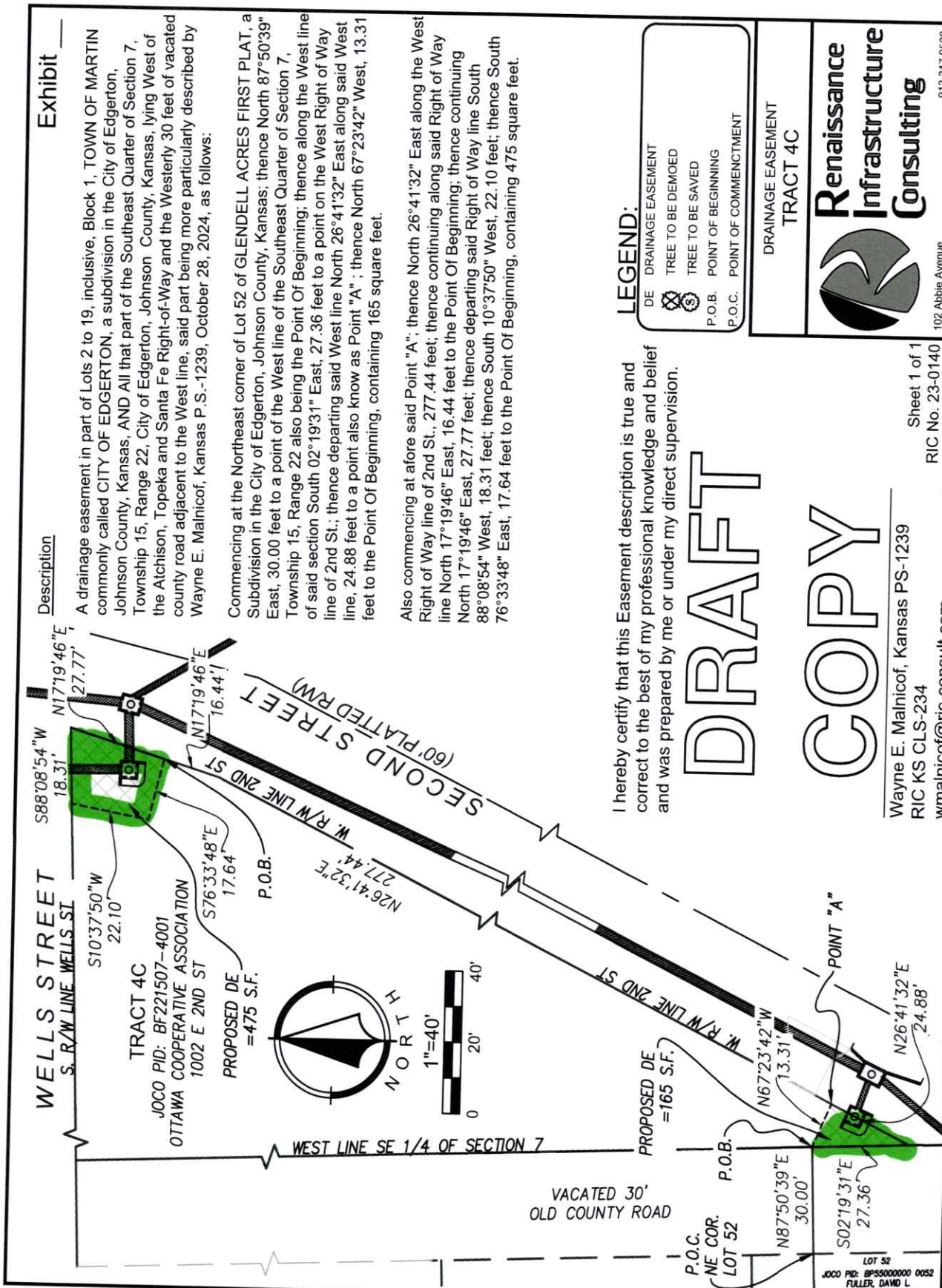
I hereby certify that this Easement description is true and correct to the best of my professional knowledge and belief and was prepared by me or under my direct supervision.

DRAFT

COPY

Wayne E. Malnicof, Kansas PS-1239
RIC KS CLS-234
wmalnicof@ric-consult.com

Sheet 1 of 1
RIC No. 23-0140
Prepared 10-28-2024

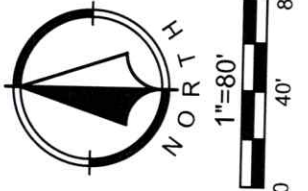
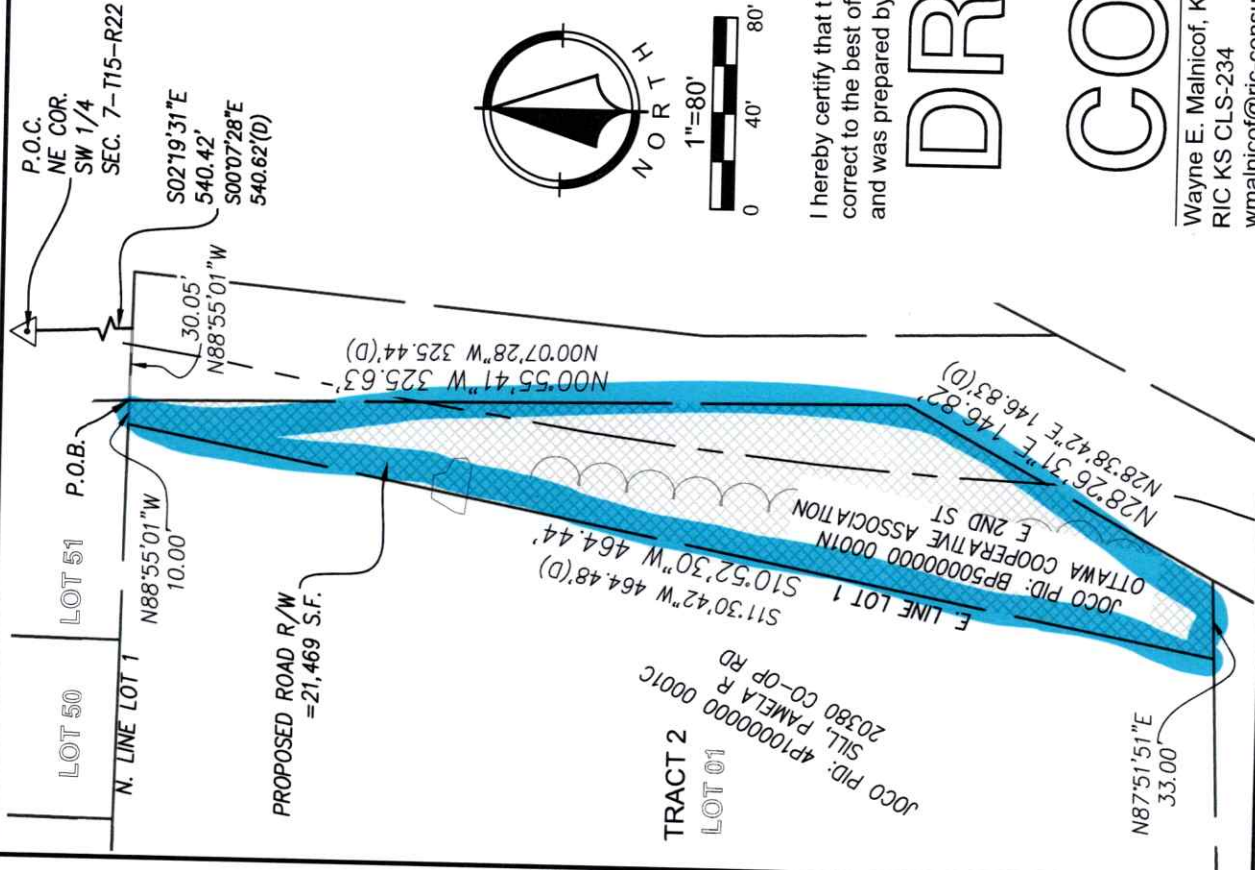


Description

Exhibit

A tract for new road Right of Way, in the Northeast Quarter of the Southwest Quarter of Section 7, Township 15, Range 22, Johnson County, Kansas, said part being more particularly described by Wayne E. Malnicof, Kansas P.S.-1239, October 23, 2024, as follows:

Commencing at the Northeast corner of the Southwest Quarter Section of Section 7, Township 15, Range 22; thence South 0°07'28" East 540.62 feet along the East line of said Quarter Section; thence North 88°55'01" West 30.05 feet to the true point of beginning, said point being the Southeast corner of Lot 51, Glendell Acres, First Plat Amended, a subdivision, in the City of Gardner, Johnson County, Kansas; thence North 88°55'01" West 10.0 feet along the South line of said Lot 51; thence South 10°52'30" West 464.44 feet; thence North 87°51'51" East 33.0 feet to a point on the West Right of Way line of a County Road; thence along the West Right of Way line of said road as follows: North 28°26'31" East 146.82 feet; thence North 0°55'41" West 325.63 feet to the point of beginning, being a part of Lot 1, County Clerk's Subdivision, all in Johnson County, Kansas, containing 21,469 square feet.



I hereby certify that this Easement description is true and correct to the best of my professional knowledge and belief and was prepared by me or under my direct supervision.

DRAFT
COPY

LEGEND:

- R/W ROAD RIGHT OF WAY
- ☒ TREE TO BE DEMOED
- ☑ TREE TO BE SAVED
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENTMENT

NEW ROAD RIGHT OF WAY

**Renaissance
Infrastructure
Consulting**

102 Abbie Avenue
Kansas City, Kansas 66103
913.317.9500
www.ric-consult.com

Certificates of Authorization: MO CLS-2011003572; KS CLS-234;
OK CA-7072; SD C-8496; AR COA 3574; TX 10194376

Wayne E. Malnicof, Kansas PS-1239
RIC KS CLS-234
wmalnicof@ric-consult.com

Sheet 1 of 1
RIC No. 23-0140
Prepared 10-23-2024

Project Name: 2nd Street Reconstruction
Parcel No. 0462030703010008000
Tract No. 40
(Single Person)

TEMPORARY CONSTRUCTION EASEMENT

THIS AGREEMENT, made and entered into this 12 day of November, 2024, by and between **SUSAN E. BREWER**, a single person, hereinafter called Grantor, and the **CITY OF EDGERTON, KANSAS**, a Municipal Corporation, located in the County of Johnson, State of Kansas, hereinafter called Grantee.

NOW, THEREFORE, for the sum of One Hundred Fourteen and No/100 Dollars (\$114) and other good and valuable consideration, including just compensation paid for all property damage resulting from the public improvement and from those factors set forth in K.S.A. 26-513 and other factors arising from the public improvement to be made, including but not limited to access to the property; productivity, convenience, use to be made of the property remaining; view; severance of the tract; changes of grade; loss or impairment of access; loss of landscaping, trees and shrubbery; loss of fences; damage to property remaining due to change of grade; medians; and increased water run-off or drainage as indicated on the construction plan; the sufficiency of which is hereby acknowledged, Grantor hereby grants to Grantee, its successors and assigns, a Temporary Construction Easement in, on, over, under and through the following described real estate, to wit:

A temporary construction easement in part of Lot 44 of GLENDELL ACRES FIRST PLAT, a Subdivision in the City of Edgerton, Johnson County, Kansas, said part being more particularly described by Wayne E. Malnicof, Kansas P.S.-1239, October 17, 2024, as follows:

Beginning at the Northwest corner of Lot 44 in said subdivision; thence along the West line of said Lot 44 South 01°04'59" West, 15.56 feet; thence departing said West line South 88°54'50" East, 32.15 feet; thence North 01°04'59" East, 10.56 feet; thence South 88°55'01" East, 42.85 feet to the East line of Lot 44; thence along said East line North

01°04'59" East, 5.00 feet to the North line of Lot 44; thence along said North line North 88°55'01" West, 74.99 feet to the Point Of Beginning, containing 715 square feet.

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

This Temporary Construction Easement shall commence upon the date listed above and shall expire 2 years thereafter, or as otherwise agreed upon between the parties.

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

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

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

Grantor covenants that he/she is the owner of the premises and has the right, title and capacity to grant the easements herein conveyed.

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

TO THESE COVENANTS, Grantor hereby consents and agrees.

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

GRANTOR:

Susan E Brewer
Printed Name: SUSAN E. BREWER

Property Address:
205 W EDGEWOOD DR

Mailing Address (if different from property address):

ACKNOWLEDGMENT

State of Kansas

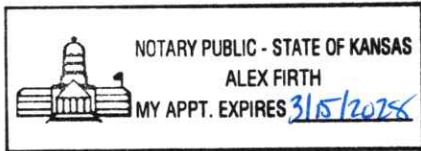
County of Johnson

This instrument was acknowledged before me on this 12 day of November,
2024, by SUSAN E. BREWER.

Alex Firth
(Signature of notarial officer)

(Seal, if any)

Assistant City Clerk
Title (and Rank)



[My appointment expires: 3/15/2028]

GRANTEE:

CITY OF EDGERTON, KANSAS,
A Municipal Corporation

By: _____
City Administrator

ATTEST:

(SEAL)

City Clerk

ACKNOWLEDGMENT

State of Kansas

County of Johnson

This instrument was acknowledged before me on this ____ day of _____,
20____, by Beth Linn, City Administrator for the City of Edgerton, Kansas.

(Seal)

Notary Public

[My appointment expires: _____]

Project Name: 2nd Street Reconstruction
Tract No. 21
Parcel No. 0462030701023003000
(Trust)

TEMPORARY CONSTRUCTION EASEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 20____, by ~~and between _____~~ *Janie Emberton* Trustees of the **EMBERTON FAMILY TRUST**, acting pursuant to the powers to convey realty granted under said trust, its successors, administrators, and assigns, hereinafter called Grantor, and the **CITY OF EDGERTON, KANSAS**, a Municipal Corporation, located in the County of Johnson, State of Kansas, hereinafter called Grantee.

NOW, THEREFORE, for the sum of One Hundred Sixty Three and No/100 Dollars (\$163) and other good and valuable consideration, including just compensation paid for all property damage resulting from the public improvement and from those factors set forth in K.S.A. 26-513 and other factors arising from the public improvement to be made, including but not limited to access to the property; productivity, convenience, use to be made of the property remaining; view; severance of the tract; changes of grade; loss or impairment of access; loss of landscaping, trees and shrubbery; loss of fences; damage to property remaining due to change of grade; medians; and increased water run-off or drainage as indicated on the construction plan; the sufficiency of which is hereby acknowledged, Grantor hereby grants to Grantee, its successors and assigns, a Temporary Construction Easement in, on, over, under and through the following described real estate, to wit:

A temporary construction easement in Lots 9, 10, 11, and 12, in Block 10, TOWN OF MARTIN, commonly called CITY OF EDGERTON, a subdivision in the City of Edgerton, Johnson County, Kansas, said part being more particularly described by Wayne E. Malnicof, Kansas P.S.-1239, October 22, 2024, as follows:

Beginning at the Northwest corner of Lot 12, Block 10, in said subdivision; thence along the North line of said Lot 12 North 88°39'58" East, 16.06 feet; thence departing said North line South 01°20'02" East, 31.31 feet; thence South 88°33'55" East, 11.00 feet; thence South 01°26'05" East, 96.94 feet; thence North 88°39'58" East, 14.00 feet; thence South 01°26'05" East, 1.75 feet to the South line of said Lot 12; thence along the South line of said Lot 12 South 88°39'58" West, 19.00 feet to the West line of said Lot 12; thence along the West line of said Lot 12 North 01°26'05" West, 130.00 feet to the Point Of Beginning, containing 1,020 square feet.

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

This Temporary Construction Easement shall commence upon the date listed above and shall expire 2 years thereafter, or as otherwise agreed upon between the parties.

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

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

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

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

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

TO THESE COVENANTS, Grantor hereby consents and agrees.

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

GRANTOR:

Janie Emberton
EMBERTON FAMILY TRUST

By: Janie Emberton
Printed Name:

By: _____
Printed Name:

Property Address:
203 E MARTIN ST

Mailing Address (if different from property address):
332 S Center St
Gardner, KS 66030

ACKNOWLEDGMENT

State of Kansas

County of Johnson

This instrument was acknowledged before me on this 12 day of November
2024, by Janie Emberton and _____ as Trustee(s) of
EMBERTON FAMILY TRUST

[Signature]
(Signature of notarial officer)

Assistant City Clerk
Title (and Rank)

(Seal, if any)



[My appointment expires: 3/15/28]

GRANTEE:

CITY OF EDGERTON, KANSAS,
A Municipal Corporation

By: _____
City Administrator

ATTEST:

(SEAL)

City Clerk

ACKNOWLEDGMENT

State of Kansas

County of Johnson

This instrument was acknowledged before me on this ____ day of _____
20____, by Beth Linn, City Administrator for the City of Edgerton, Kansas.

(Seal)

Notary Public

[My appointment expires: _____]

Project Name: 2nd Street Reconstruction
Tract No. 28
Parcel No. 0462030703003004000
(Spouses)

TEMPORARY CONSTRUCTION EASEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 20____, by and between **MICHAEL A. TATE and CAROLYN A. TATE**, spouses, hereinafter called Grantors, and the **CITY OF EDGERTON, KANSAS**, a Municipal Corporation, located in the County of Johnson, State of Kansas, hereinafter called Grantee.

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

A temporary construction easement in part of Lot 15 of GLENDELL ACRES FIRST PLAT, a Subdivision in the City of Edgerton, Johnson County, Kansas, said part being more particularly described by Wayne E. Malnicof, Kansas P.S.-1239, October 17, 2024, as follows:

Beginning at the Southwest corner of Lot 15 in said subdivision; thence along the West line of said Lot 15 North 02°02'52" West, 20.03 feet; thence departing said West line South 88°50'02" East, 3.98 feet; thence South 01°03'04" West, 17.99 feet; thence South 88°55'01" East, 81.01 feet; thence North 01°04'59" East, 3.00 feet; thence South 88°55'01" East, 21.15 feet; thence North 35°52'02" East, 24.35 feet to the East line of

said Lot 15; thence along said East line South 02°09'21" East, 25.04 feet to the South line of Lot 15; thence along the South line of Lot 15 North 88°55'01" West 120.35 feet to the Point Of Beginning, containing 563 square feet.

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

This Temporary Construction Easement shall commence upon the date listed above and shall expire 2 years thereafter, or as otherwise agreed upon between the parties.

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

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

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

Grantors covenant that they are the owners of the premises and have the right, title and capacity to grant the easements herein conveyed.

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

TO THESE COVENANTS, Grantors hereby consent and agree.

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

GRANTORS:

Michael A. Tate

Printed Name: MICHAEL A. TATE

Carolyn A. Tate

Printed Name: CAROLYN A. TATE

Property Address:
300 W EDGEWOOD DR

Mailing Address (if different from property address):

ACKNOWLEDGMENT

State of Kansas

County of Johnson

This instrument was acknowledged before me on this 12 day of November
2024 by MICHAEL A. TATE and CAROLYN A. TATE as spouses.

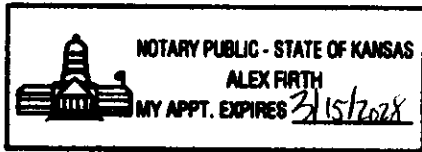
Alex Firth

(Signature of notarial officer)

(Seal, if any)

Assistant City Clerk

Title (and Rank)



[My appointment expires: 3/15/2028]

GRANTEE:

CITY OF EDGERTON, KANSAS,
A Municipal Corporation

By: _____
City Administrator

ATTEST:

(SEAL)

City Clerk

ACKNOWLEDGMENT

State of Kansas

County of Johnson

This instrument was acknowledged before me on this ____ day of _____
20____, by Beth Linn, City Administrator for the City of Edgeton, Kansas.

(Seal)

Notary Public

[My appointment expires: _____]

City Council Action Item

Council Meeting Date: November 14, 2024

Department: Parks and Recreation

Agenda Item: Consider Resolution No. 11-14-24A Authorizing the Closure of Nelson Street During the Mayor's Christmas Tree Lighting.

Background/Description of Item:

On Friday, December 6, 2024, the City of Edgerton will host the Mayor's Christmas Tree Lighting to celebrate the beginning of the holiday season in Downtown Edgerton. The event begins at 6:30 PM and includes the lighting of the Christmas tree at The Greenspace Lawn and a performance by the Edgerton Elementary choir.

After the tree is lit, families head to City Hall to meet Santa while also enjoying cookies and hot chocolate. Children that attend the event will be given a gift from the City of Edgerton.

To support this event, City Staff is requesting the closure of Nelson Street between East 4th Street and East 3rd Street from 6:00 PM – 7:00 PM. The intersections at both East 4th Street/Nelson Street and East 3rd Street/Nelson Street will remain open to traffic.

City Staff has reviewed the proposed street closures and does not anticipate any conflicts or issues. City Staff will notify the Johnson County Sheriff's Office, Johnson County Fire District 1 and Johnson County Med-Act of the proposed closings.

Related Ordinance(s) or Statue(s): n/a

Funding Source: n/a

Budget Allocated: n/a

Finance Director Approval: n/a

Recommendation: Approve Resolution No. 11-14-24A Authorizing the Closure of Nelson Street During the Mayor's Christmas Tree Lighting.

Enclosed: Resolution No. 11-14-24A

Prepared by: Brittany Paddock, Recreation Superintendent

RESOLUTION NO. 11-14-24A

A RESOLUTION APPROVING THE CLOSURE OF NELSON STREET DURING THE 2024 MAYORS CHRISTMAS TREE LIGHTING.

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

WHEREAS, the City has determined that the closure of Nelson Street would be beneficial to the safety and enjoyment of the 2024 Mayor’s Christmas Tree Lighting; and

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

WHEREAS, the following public streets shall be closed to vehicular traffic during the Mayor’s Christmas Tree Lighting between 6:00 PM until 7:00 PM on December 6, 2024:

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

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EDGERTON, KANSAS that the City hereby authorizes the closure of the public streets named above for the duration named above for the Edgerton Mayor’s Christmas Tree Lighting.

SECTION ONE: EFFECTIVE DATE

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

ADOPTED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR OF THE CITY OF EDGERTON, KANSAS ON THE 14TH DAY OF NOVEMBER, 2024.

ATTEST:

CITY OF EDGERTON, KANSAS

Alexandria Clower, City Clerk

By: _____
Donald Roberts, Mayor

APPROVED AS TO FORM:

Todd Luckman for
Stumbo Hanson, LLP, City Attorneys

City Council Action Item

Council Meeting Date: November 14, 2024

Department: Utilities

Agenda Item: Consider Outside City Limits Water Service Application

Background/Description of Item:

On October 24, 2024 Tara Ross-Chandler, as the applicant, and David Ross, as the property owner, submitted a Water Connection Application for new water service to a property at 38620 W 207th St. Edgerton, Kansas. This property is outside the corporate city limits of Edgerton.

In the Edgerton City Code, Chapter XV, Section 15-105, it states the following:

- (1) Before any connection is made to the city's water system an application must be made in writing to the city clerk by the owner of the premises, or his or her authorized representative, for a permit to make such connection.
- (2) If the premise is served, or intended to be served, is located outside the corporate limits of the city, the following additional provisions shall apply:
 - (a) No connection to the city's water system shall be permitted without the approval of the governing body.
 - (b) Before any application for connection to the city's water system is considered by the governing body, all owners of the premises, or their authorized representative, shall execute in writing their consent to annexation by the city of the premises, provided, that nothing herein shall require the city to annex any property for which a consent to annex is given as aforesaid.
Edgerton City Code 15-2 2019
 - (c) The application for water service shall be accompanied with a nonrefundable processing fee of \$75.00

Staff has received this application and the consent to annex the property, which is required to be approved by the Governing Body.

The City does have an existing 8" PVC waterline on the north side of 207th Street, which borders the south side of the property. The property owner is planning to install approximately 70 feet of waterline from the City installed 5/8" meter for their property. No bore of the existing roadway is needed. This water line will be for potable water only.



If approved, the resident will need to have a licensed installer perform the construction, while City Staff performs tap inspections and installation of water meter. The owner of the premises will be solely responsible for the cost of the outside city limits water connection fee and water system development fee as described in the City's Fee Resolution. Following the connection, the owner of the premise will complete the water service application to activate their utility account and pay the applicable fee as described in the City's Fee Resolution.

Related Ordinance(s) or Statue(s): n/a

Funding Source: N/A

Budget Allocated: N/A

x *Karen P. Kindle*

Finance Director Approval: Karen Kindle, Finance Director

Recommendation: Approve Water Service Application Outside City Limits from Tara Ross-Chandler and David L. Ross, Property Owner

Enclosed: Property Map

Prepared by: Alex Clower, City Clerk



New Water Service Connection

Application Date: 10/25/2024

Applicant: Tara Ross-Chandler

Property Owner: David L. Ross

City Council Action Item

Council Meeting Date: November 14, 2024

Department: Administration

Agenda Item: Consider 2025 Funding Recommendations for the Human Service Fund

Background/Description of Item:

During the annual budget process for 2025, Edgerton City Council approved an allocation of \$5,000 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. Enclosed is the 2025 Human Service Fund Recommendations Report for review. As a participating jurisdiction, Edgerton City Council has been asked to review and approve the funding recommendations no later than December 31, 2024.

The Human Service Fund offers local governments a cost-efficient, accountable method 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 childcare, job training, emergency aid and shelter, child/adult abuse, child welfare, and health care. (See appendix B for funding guidelines.) Agencies recommended for grants demonstrate positive outcomes and are working collaboratively with others in the community.

In 2023, programs receiving Human Service Fund grants provided service to more than 58,000 Johnson County residents in-need. These programs benefit more than just the individual and their family; they benefit the entire community, including local government. Without a strong human service infrastructure to address issues such as unemployment, lack of childcare, homelessness, child abuse and neglect, domestic violence, and untreated medical conditions, communities will experience higher crime rates and lower tax revenue, a decline in the standard of living, and weakened economic health.

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

Funding Source: General Fund – General Government

Budget Allocated: \$5,000

x Karen E. Kindle

Finance Director Approval: Karen Kindle, Finance Director

Recommendation: Approve 2025 Funding Recommendations for the Human Service Fund

Enclosed: 2025 Human Service Fund Recommendations Report

Prepared by: Alexandria Clower, City Clerk



United Community Services of Johnson County

October 4, 2024

Board Members

Robin Rollins Harrold,
President
Dr. Putul Allen, MD
Hon. Jenifer Ashford
Rev. Cheryl Jefferson Bell
David Brown
Joe Connor
Erik Erazo
Thomas Herzog
Stephen Kyle
Patty Markley
Dr. L. Michael McCloud, PhD
Hon. Eric Mikkelson
Rogeana Patterson-King
Hon. Donald Roberts
Jeff Short
Nolan Sunderman
Vicki Webster
Vanessa Vaughn West
Dave White

Council of Advisors

Mary Birch
Pat Colloton
Dr. Stuart Day
Hon. Peggy Dunn
Jeff Ellis
SuEllen Fried
Rev. Adam Hamilton
Ellen Hanson
Terrie Huntington
Audrey Langworthy
Hon. Mike Kelly
Penny Postoak Ferguson
Jill Quigley
Tom Robinett
Clint Robinson
Carol Sader
Brad Stratton
Charlie Sunderland
Hon. Stephen Tatum
David Warm

Executive Director

Kristy Baughman

To: Beth Linn, City Administrator

From: Kristy Baughman, Executive Director

RE: 2025 Human Service Fund Recommendation Report

The United Community Services (UCS) Board of Directors has prepared its 2025 Human Service Fund allocation recommendations. An electronic version of the 2025 Human Service Fund Recommendation Report is attached. Print copies are available upon request.

UCS is sincerely grateful for the funding from the participating jurisdictions which resulted in total funding of approximately \$473,140. This was a highly competitive grant year, with requests of nearly \$100,000 over available funds. During 2025, HSF allocations will benefit Johnson County residents who will be served through 20 programs recommended for grants. Thanks to your support, in 2023, programs receiving Human Service Fund grants provided over 175,000 units of service to more than 58,000 Johnson County residents.

The Human Service Fund agreement gives participating jurisdictions the authority and responsibility for approving UCS' recommendations for Human Service Fund grants. **The city of Edgerton is requested to approve the recommendations and notify UCS no later than December 31, 2024.** After that date, the recommendations will stand as presented.

If you have any questions about the recommendations or process, please contact Erika García Reyes at erikag@ucsjoco.org or (913) 689-2325. We appreciate your support of this county-wide partnership. Thank you.

CC: Alex Clowers

Enclosure: 2025 Human Service Fund Recommendations Report



United Community Services of Johnson County

2025 HUMAN SERVICE FUND RECOMMENDATIONS REPORT

Board Members

Robin Rollins Harrold,
President

Dr. Putul Allen, MD

Hon. Jenifer Ashford

Rev. Cheryl Jefferson Bell

David Brown

Joe Connor

Erik Erazo

Thomas Herzog

Stephen Kyle

Patty Markley

Dr. L. Michael McCloud, PhD

Hon. Eric Mikkelson

Rogeana Patterson-King

Hon. Donald Roberts

Jeff Short

Nolan Sunderman

Vicki Webster

Vanessa Vaughn West

Dave White

Council of Advisors

Mary Birch

Pat Colloton

Dr. Stuart Day

Hon. Peggy Dunn

Jeff Ellis

SuEllen Fried

Rev. Adam Hamilton

Ellen Hanson

Terrie Huntington

Audrey Langworthy

Hon. Mike Kelly

Penny Postoak Ferguson

Jill Quigley

Tom Robinett

Clint Robinson

Carol Sader

Brad Stratton

Charlie Sunderland

Hon. Stephen Tatum

David Warm

Executive Director

Kristy Baughman

Human service programs are vital to the well-being, safety, and stability of Johnson County residents. United Community Services (UCS) commends city and County government leaders for recognizing the important role of local government in supporting human service programs. Together, Johnson County Government and 14 cities have budgeted \$473,140 for the **Human Service Fund** (HSF) in 2025.

This is a highly competitive grant year; HSF received twenty-one applications requesting a total of \$544,030 in funding. Two applicants are welcomed through the Small Grants Program, which provides grants of less than \$5,000 for new, growing, and/or grassroots organizations working to build their footprint and grant capacity.

The 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 competitive and 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 work support services, 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 other organizations in the community. Funding recommendations represent the maximum HSF award for the calendar year(s), 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, in 2023, programs receiving HSF grants provided over 175,000 units of service to more than 58,000 Johnson County residents. In 2023, “units of service” included medical and dental appointments, mental health supports, nights of safe housing, counseling and case management, emergency rental and utility assistance, food pantries, employment training and more. 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 childcare and transportation, 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 December 31, 2024.

2025 Human Service Fund Applicant History and Recommendations

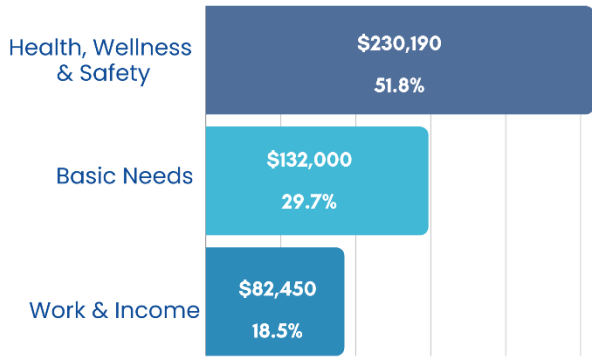
<i>Small</i> /HSF Grant Applicant	2023 Grant	2024 Grant	2025 Recommended	HSF Small Grant Program Description Small grants new beginning in 2022, grants in amounts <\$5,000
Community Center of Shawnee	\$4,900	\$4,950	\$4,950	Food pantry, clothing, and emergency financial assistance for shelter, fuel, utilities, healthcare, and transportation to support basic needs, healthcare access, and employment in Johnson County.
Fountain of Life	-	-	\$4,950	Healthy GenerAsians (HG): supports health equity for Asian American and Pacific Islander seniors who are Limited English Proficient by offering affordable counseling and free psychosocial education groups.
Gateway of Hope	\$4,999	\$4,950	No Request	Sisters of Hope/Hermanas en la Esperanza: behavioral healthcare accessible to low income, under/uninsured teen girls and women in Johnson County through free and reduced fee services with services provided in English and Spanish.
Starfish	-	\$3,000	No Request	A Life With Dignity: provides necessities including clothing, hygiene products, meals, rent and utility assistance, and health screenings to families at or below poverty in Johnson County.

Regular HSF Grant Applicant	2023 Grant	2024 Grant	2025 Recommended	HSF Regular Grant Program Description
CASA of Johnson & Wyandotte*	\$45,000	\$50,000	\$45,000	Child Advocacy: 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.
Catholic Charities of NE Kansas*	\$68,500	\$67,000	\$67,000	Emergency assistance and supportive housing, including case management to meet basic needs of low-income families and help them work towards self-sufficiency.
Center of Grace (CoG)	-	\$7,500	\$7,500	Free preschool for English language learner children, supporting caregivers as they attend JCCC classes at COG. COG is a community hub serving low-income, diverse families through emergency assistance, food, clothing, hygiene items, and connection to employment.
East Central Kansas Economic Opportunity Corporation	-	-	\$0	Emergency Rent and Utility Assistance provides emergency rent and utility payments, car repairs, gas vouchers, holiday assistance, school supplies, prescription, dental and medical vouchers, and case management supports to low-income residents facing poverty.
El Centro*	\$25,000	\$25,000	\$25,000	Johnson County Family Services Center supports low-income, under/uninsured households through economic empowerment (emergency assistance, financial literacy, assistance filing taxes), and access to healthcare (health navigation and health promotion).
FosterAdopt Connect	\$10,000	\$7,500	\$9,740	Community Connections YouThrive (CCYT): supports youth aging out of foster care by assigning specialists who offer guidance and connect them to necessary resources for a smoother transition into adulthood.
Growing Futures EEC*	\$19,398	\$20,000	\$20,000	Wrap-around Care: provides scholarships for pre-kindergarten childcare fees for low-income families, supporting full-time education/employment of caregivers, provides family support, and results in strong kindergarten preparedness.
Habitat for Humanity	\$5,000	\$5,000	No Request	Neighborhood Revitalization: minor home repair, critical home repair, and home weatherization projects for low-income clients, who provide "sweat equity," to support home retention and safe and adequate housing.
Health Partnership Clinic*	\$49,500	\$49,500	\$49,500	Free and sliding-scale health care, dental care, and behavioral healthcare, through a medical home model, for uninsured and low-income Johnson County residents.
Hillcrest Ministries*	\$10,000	\$10,000	\$10,000	Transitional housing for youth, single adults, and families experiencing homelessness; case management, budget counseling, and supportive services.

HopeBuilders	-	\$5,000	\$5,000	Supports adequate housing and retention of affordable housing stock by providing accessibility modifications and home repair for older adults and individuals living with disabilities in Johnson County.
JoCo IHN	\$8,000	\$8,000	No Request	Case management, including shelter for single women and families with children experiencing homelessness.
Inclusion Connection	-	-	\$10,000	PawsAbilities: supports adults with development disabilities secure and sustain meaningful, competitive jobs, through personalized coaching and transportation support.
Ks Children's Service League*	\$20,340	\$20,000	\$20,000	Healthy Families: Home-based education and family support for new parents whose children are at-risk for child abuse and neglect.
Kansas Parents as Teachers	\$5,000	\$5,000	\$5,000	Bright Futures: an in-home assistance program providing developmental, social-emotional, and health screenings for children and resources for families to support family health and reduce the need for foster care.
KidsTLC	\$17,500	\$17,500	\$25,000	Thriving Communities: Crisis counseling, parent education, and assistance navigating health and mental healthcare, housing, and resources to support positive family outcomes.
NCircle	\$19,696	\$23,790	\$30,000	Intensive, on-site 30 day cognitive and behavioral therapy, skills training, financial literacy, and job placement assistance for clients in Department of Corrections custody assessed as at high risk of recidivism and unprepared to obtain/maintain employment.
Pathway to Hope	\$4,999	\$5,000	\$10,000	Reclamation Clubhouse empowers adults diagnosed with serious mental illness to secure and maintain stable employment and self-sufficiency through job training, transportation, work tools and attire, and employment support.
SAFEHOME*	\$22,310	\$24,000	\$24,000	Case management services for clients of the domestic violence shelter, including emergency shelter, housing assistance, therapy, legal services, and advocacy.
Salvation Army Family Lodge*	\$25,000	\$25,000	\$25,000	Olathe Family Lodge: transitional housing for families in Johnson County experiencing homelessness, including related services and comprehensive case management utilizing strengths-based case management.
Sunflower House*	\$46,898	\$47,000	\$47,000	Personal safety, education and prevention programs for children and youth. Prevention and education programs for childcare professionals and caregivers, including mandated reporters, provided both online and in-person.
Subtotal Regular HSF	\$397,142	\$421,790	\$434,740	
Subtotal Small HSF	\$14,898	\$12,900	\$9,900	
Administration	\$27,000	\$28,500	\$28,500	Fee for administration of HSF.
Total	\$439,040	\$463,190	\$473,140	The 2024 federal poverty level for a family of three is \$25,820

*Applicants are returning grantees with established programs for which jurisdictions approved a two-year funding recommendation for 2024 and 2025 and the returning grantee met requirements of continued performance, timely semi-annual reporting, and affirmed that it wishes to continue substantially the same program at the same level of funding in calendar year 2025.

HSF Funding Recommendations by Program Type



The HSF funding priorities are determined every year to reflect the needs of the community. Components of the safety net investment that are supported by the HSF are: 1) basic needs, 2) work and income supports, and 3) health, wellness, and personal safety. Programs funded change year over year. The image on the left provides a visual illustration of how the funding was distributed in this cycle.

2025 HSF *Small Grants* Recommendations

HSF Small Grants were developed and launched in 2022 after consultation with contributing jurisdictions. HSF Small Grants are for amounts less than \$5,000 for agencies that are new, growing, and/or grassroots and working to build their footprint and grant capacity in Johnson County. Like regular HSF applicants, these nonprofits must meet Human Service Fund guidelines (*see* Appendix B), including funding priorities, eligibility criteria, and reporting requirements. A total of \$9,900 is recommended for these applicants in 2025.

Community Center of Shawnee

\$4,950

Recommendation

Funding is recommended to support transportation assistance and food pantry services to decrease food insecurity and increase self-sufficiency of Johnson County’s low-income residents as part of the emergency assistance program, which includes food, clothing, holiday meals, school supplies, and transportation assistance. Transportation is a recognized barrier to employment and healthcare access in Johnson County.

2025 Results Projected: Reduction of food insecurity through the provision of food; and increase in transportation supporting employment, housing and employment retention, and access to healthcare by serving monthly 30 Johnson County households.

Outcomes Achieved 2023: 8,105 individuals, including 3,132 Johnson County residents, were served in 2023. Food boxes were provided for 300 families during Thanksgiving and 325 families at Christmas. To assist with transportation needs, the Center provided \$30 gas gift cards to an average of 60 households per month and assistance to 6 households with car repairs. Transportation assistance supported households in maintaining employment, accessing healthcare, and securing shelter.

Fountain of Life Inc.

\$4,950

Recommendation

Funding is recommended for a new applicant, Fountain of Life, which provides affordable counseling, free psychosocial education groups, and family bonding experiences. All participants, caregivers and children, are English language learners. Target low to medium income Asian American and Pacific Islanders seniors (60+ years); serving a gap of affordable mental health care in a linguistic and culturally relevant manner.

2025 Results Projected: During 2025, Fountain of Life expects to serve 75 Johnson County residents through this program. Program results include increased mental health and wellness in Asian American and Pacific Islander families.

2025 HSF Regular Grants Recommendations

Note: applicants designated with an asterisk (*) are returning grantees with established programs for which jurisdictions approved a two-year funding recommendation for 2024 and 2025. The two-year funding recommendation is contingent on: continued agency performance and timely semi-annual reporting; jurisdiction funding commitment and review; and agency affirmation that it wishes to continue substantially the same program at the same level of funding from HSF in 2025.

CASA of Johnson and Wyandotte Counties*

\$ 45,000
Recommendation

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 determines 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, including safety, mental health, 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; these reports support judges’ critical decisions about where children should live and what services should be court-ordered.

2025 Results Projected: CASA anticipates serving 425 Johnson County children during 2025. 95% of children will be safe from additional findings of abuse or neglect. 98% of children will have a stable adult presence in their lives through their CASA volunteer, and 80% will graduate from high school.

Outcomes achieved during 2023: 488 Johnson County children were served. The presence of a stable adult is a key factor in building resilience from a history of trauma. 98% of children served by CASA had the same CASA volunteer advocate throughout their court involvement. While assigned to a CASA advocate, 100% of children served did not have an additional affirmed or substantiated report of abuse to Kansas Department for Children and Families. Of the CASA-served youth eligible for graduation or working towards obtaining a GED, 100% were successful (graduated or awarded a GED). This percentage for academic milestones far exceeds the state average for children in foster care.

Catholic Charities of Northeast Kansas*

\$67,000
Recommendation

Second year funding is recommended for the Emergency Assistance and Supportive Housing program which operates out of two locations in Johnson County. The program provides direct 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, childcare, and transportation. The case management delivery model emphasizes practices to achieve self-sufficiency, including asset development/financial literacy, workforce development and job-seeking assistance, life skills, and referrals to other available community resources.

2025 Results Projected: The agency anticipates serving 17,950 Johnson County residents with assistance that includes food and/or financial support to maintain housing and utilities. Every client who receives financial assistance will maintain stable housing for 30 days. 80% of households receiving direct financial assistance will receive referrals to other services and 40% are assisted in accessing other public benefits like WIC, SNAP, Medicaid and more. 90% of households receiving direct financial services will demonstrate an increase in financial knowledge during case management meetings.

Outcomes achieved during 2023: 21,339 Johnson County residents were served through 53,941 service encounters. The program far exceeded the anticipated number of clients served and units of service, increasing by 51% over 2022 levels. Direct financial assistance enabled 658 individuals to maintain safe housing for at least 30 days; and 887 individuals benefited from utility service assistance which enabled them to sustain utility services for 30 days. 98% of households receiving direct financial assistance completed a financial assessment with their case manager, and 76% increased their financial well-being and capability through program activities.

Center of Grace Funding is recommended for Center of Grace’s English Language Learner Preschool, which provides free preschool classes to children while their caregiver(s) are attending Johnson County Community College (JCCC) English and workforce classes at the Center of Grace campus. All participants, caregivers and children, are English language learners. 85% of families are at or below 130% of the Federal Poverty Level. This is the only JCCC location that offers an English language learner preschool. Center of Grace also serves as a community hub supporting low-income Johnson County families through emergency assistance, food, clothing, hygiene items, dental care, childcare and connection to employment.

\$7,500
Recommendation

2025 Results Projected: During 2025, Center of Grace expects to serve 98 Johnson County residents through this program. Program results include increased parental engagement in their child’s education and development, students will improve notably in their academic performance, and students will make substantial progress in language acquisition.

El Centro, Inc.* Second year funding is recommended for El Centro’s Johnson County Family Services Center located in Olathe where a set of safety-net services are provided to low-income and/or under/uninsured Johnson County individuals and families. Services promote self-sufficiency, well-being, and health. The Family Services Center provides economic empowerment supports through emergency assistance, financial literacy classes, assistance filing taxes; access to healthcare through health navigation and promotion, and support filing for benefits, like Medicaid, and policy education.

\$25,000
Recommendation

2025 Results Projected: During 2025, El Centro expects to serve 2,500 Johnson County residents at the Olathe office. Results include meeting clients’ basic needs (sustain housing and utility services, completion of financial classes), assisting clients with work and income supports (filing taxes, obtaining an Individual Tax Identification Number if needed) and clients leading healthier lives (successful access of community healthcare resources and increased knowledge of chronic disease prevention and healthy consumer behaviors).

Outcomes achieved during 2023: 2,298 unduplicated Johnson County residents were served through 3,357 service encounters. Clients' immediate basic needs were met: 75 households received utility assistance, and 74 households received rent assistance. 200 individuals completed financial coaching to support long-term financial stability. 102 people were assisted with Individual Tax Identification Number requests; 1,214 people were assisted in filing their taxes. 189 individuals were assisted with applying for the Supplemental Nutrition Assistance Program (SNAP) and received benefits; 512 enrolled in KanCare with assistance. 639 individuals were referred to a community healthcare resource. 152 individuals completed a class about eating healthy on a budget.

**FosterAdopt
Connect**

\$9,740
Recommendation

An increase of \$2,240 in funding, for a total of \$9,740, is recommended to support families participating in the Community Connections YouThrive (CCYT) program at FosterAdopt Connect. CCYT is designed to address the challenges faced by youth aging out of foster care. The program assigns specialists to provide guidance and connection to ensure that the individual transitions successfully into adulthood.

2025 Results Projected: In 2025, FosterAdopt anticipates serving 30 Johnson County residents through 859 hours of service. 90% of children during services will maintain placement stability, 90% of families will be offered access to direct services, and 80% of parents who complete initial, and post assessments will show improvement in parenting skills.

Outcomes achieved during 2023: In 2023, HSF funded a different program at FosterAdopt Connect – Fostering Prevention; 100% of Fostering Prevention children living with their parent/caregiver during the service period-maintained placement stability. 80% of parents who completed an initial and post (Adult Adolescent Parenting Inventory) Assessment improved their parenting skills in one domain by an increase of at least 1 point.

**Growing Futures
Early Education
Center***

\$20,000
Recommendation

Second year funding is recommended for Growing Futures' Scholarship Assistance for the Wrap Around Care (WAC) Program. WAC complements the Head Start program, providing full-day care and education from 7 a.m. to 5:30 p.m. Families served by Growing Futures are living at or below federal poverty guidelines. The majority of Growing Futures families speak English as a second language, and half of families are single parent households. Through the HSF grant, childcare scholarships help low-income families experiencing financial hardships who are unable to pay their share of childcare fees and who are working or going to school for at least 30 hours per week. Scholarships allow for continuity of early childhood care and education while parents are working or attending school. Growing Futures also provides resources and support for the family to support self-sufficiency including connection to health, nutrition, social services, mental health services, parental education and parenting events. Affordable, quality childcare is an acute need in Johnson County.

2025 Results Projected: Through the extended WAC program, Growing Futures will provide over 4,700 hours of care for enrolled children, serving an estimated 120 Johnson County residents. Children will maintain daily attendance rates of 85%, supporting

caregivers in maintaining employment and/or education. Families will engage in family counseling and support with Growing Futures, resulting in 80% of families achieving at least one large family goal, based upon family determined strengths and needs. Despite the financial hardship of families, fewer than 10% of children will leave the program due to inability to pay tuition, ensuring that children obtain a high quality HeadStart education.

Outcomes achieved during 2023: A total of 233 residents through 4,530 hours of care. Average 2023 attendance in WAC was 82.3%. Two children left the program because they were unable to pay; one was transferred to another Growing Futures program and only one left completely. 60% of the assisted families achieved steps toward the completion of a large family goal, such as maintaining employment, learning English, purchasing a first home, or working toward a GED.

**Health
Partnership
Clinic (HPC)***

\$49,500
Recommendation

Second year funding is recommended for primary and preventative medical care, which are provided at Health Partnership Clinic's office in Olathe, a pediatric clinic in Shawnee Mission, and a school-based clinic in Merriam. Funding helps to support a Nurse Practitioner providing care to uninsured patients at the Olathe Clinic. HPC's patients are primarily low-income, and the majority are uninsured or publicly insured. HPC is Johnson County's largest safety-net clinic and only Federally Qualified Health Center; it 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, and works in partnership with homeless shelters, delivering onsite health care services and case management. Specialty care is provided through a network of providers.

2025 Results Projected: Anticipated program results include access to a medical and dental home for low-income and uninsured residents; patients achieve better health outcomes and are satisfied with services they receive; and patients continue to utilize HPC as their health home. During 2025 HPC anticipates serving 9,394 Johnson County residents through 25,251 patient office visits or encounters.

Outcomes achieved during 2023: 8,245 Johnson County residents were served through 19,575 patient office visits and/or clinical encounters. HPC quality indicators include 60.3% of diabetic patients have an A1c level of 9.0 or below and 51.3% of patients diagnosed with hypertension have blood pressure readings less than 140/90. HPC participates with the American Heart Association on a National Hypertension Collaborative and is planning to utilize self-monitoring blood pressure devices to assist patients in improving results. HPC's dental outreach program also provides a significant service to the community, providing screening services to 5,321 students during the 2022-2023 school year. Over 93% of patients surveyed indicated they were either satisfied or very satisfied with the overall care they received as a patient.

Hillcrest Ministries of MidAmerica*
\$ 10,000
Recommendation

Second year funding is recommended for Hillcrest’s Transitional Housing – Homeless Youth and Families Program. Transitional housing for homeless youth, up to the age of 24, families with children, and single adults will be provided in seven apartments located in Johnson County. Hillcrest uses either the U.S. Housing and Urban Development or McKinney-Vento definition of homeless and clients are at or below federal poverty guidelines. The program provides housing and food, case management, budget counseling and connection to community services to address immediate and ongoing needs, such as medical, dental, vision, mental health, substance abuse treatment, employment training, tutoring, and mentoring.

2025 Results Projected: 26 homeless children, youth, and adults will be provided transitional housing and achieve at least one goal from their assessment plan. Homeless youth will work toward achieving an education goal and adults will maintain or improve employment.

Outcomes achieved during 2023: In 2023, 17 residents of Johnson County were served through 1,213 nights of transitional housing. Five homeless youth and 8 homeless adults have received an individual assessment and have achieved at least one goal from their assessment plan. Three youth applied to and were accepted into college/trade school. Four adult households completed the program and moved on to permanent housing. Four youth have worked toward their educational goals. Over the course of the year, 10 adults have maintained employment, and 5 of 10 improved employment/received better wages. Over 12,000 volunteer hours were recorded, and \$30,000 in-kind donations were received in 2023.

HopeBuilders
\$5,000
Recommendation

Funding is recommended for HopeBuilders’ home repair/home accessibility program. HopeBuilders provides free home repair, modification, and home accessibility projects for low-income older adults and individuals with disabilities. Projects include critical home repairs as well as home modifications that make it possible for individuals to remain in their homes safely. A recommendation of the 2021 Johnson County Community Housing Study, home modification and repair are an important component of maintaining existing housing stock in our region.

2025 Results Projected: During 2025, HopeBuilders expects to serve 30 residents. HopeBuilders will continue to expand its footprint in Johnson County, providing additional home safety, accessibility and mobility repairs and modifications to support low-income, older adults and individuals with disabilities remaining safely in their own homes. Clients will report a 75% reduction in falls and 100% will report feeling safer in their homes.

Inclusion Connections
\$10,000
Recommendation

Funding is recommended for a returning applicant, Inclusion Connection’s PawsAbilities Employment Program, that supports job coaching services to adults with developmental disabilities to achieve long-lasting paid employment. The program supports individuals in obtaining and maintaining competitive integrated employment through coaching, skill development and transportation.

2025 Results Projected: During 2025, Inclusion Connections expects to serve 220 Johnson County residents through this program. Program results include 85% reported improved quality of life and 90% job retention for jobholders in the program.

**Kansas Children’s
Service League
(KCSL)***

\$ 20,000
Recommendation

Second year funding is recommended for Healthy Families Johnson County, 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. Parent engagement includes Parent Cafés, parent support groups, and a parent advisory group.

2025 Results Projected: During 2025, 250 Johnson County individuals are expected to be served. Anticipated outcomes include: 95% of families will not have any substantiated child abuse or neglect while in the program; 90% of children will be covered by health insurance; and 90% of children will have had a developmental screen in the last six months.

Outcomes achieved during 2023: 150 Johnson County residents were served. 95% of families served by the program remained free from substantiated abuse and neglect while in the program. By the end of the year, 97% of children enrolled in the program for at least six months had health insurance and 91% of currently enrolled children had a developmental screening within the past 6 months, supporting immediate and long-term health and educational attainment of the children and families.

**Kansas Parents
as Teachers
Association
(KPATA)**

\$5,000
Recommendation

Funding is recommended for the Bright Futures program, an intensive in-home program providing developmental, social-emotional, and health screenings for children and supports and connection to resources for at-risk families referred by the Department of Children and Families. Regular home visits provide over 105 hours of in-home support per year per family. This program supports family health, helps alleviate poverty, and reduces child abuse and family displacement, reducing the burden on the foster care system, reducing costs to the legal system of increased Child in Need of Care cases, and resulting in better outcomes for families and children.

2025 Results Projected: During 2025, 28 Johnson County families (estimated 100 individuals) will be served through approximately 780 home visits. As a result of this intensive program, children will be able to maintain housing placement and families will complete home visits and have increased access to needed services. Parents will set and complete a goal within 120 days of enrollment.

Outcomes achieved during 2023: 18 residents and 575 client visits. 75% of children enrolled in Bright Futures were screened on the Ages and Stages Questionnaire (ASQ3) within 90 days of enrollment. 50% of families connected with one resource given by their Bright Futures parent educator within 60 days of enrollment. 31% of families set and achieved a goal within 120 days of program enrollment.

KidsTLC

\$25,000
Recommendation

A \$7,500 increase in funding, for a total of \$25,000, is recommended for KidsTLC Thriving Communities program which offers resource referral, parent support groups, and health care navigation to families who face behavioral and mental health issues with their children. The program serves families in the community and families who have children in one of KidsTLC's programs. Eligibility is not based upon income, however, most of the families are low-income (75% of KidsTLC's clients are on Medicaid). The program serves as the navigation arm for the agency, helping families find mental health/health care, housing, and community resources/support. It also provides education and support to Spanish-speaking families, partly through the Que Onda Familias program. The program receives referrals from the Greater Kansas City Hispanic Collaborative, health clinics, mental health centers, school districts and additional programs which serve youth and families who are at-risk for homelessness. The goal of Thriving Communities is to educate families about health issues, trauma, and raising healthy children; and, to provide health navigation resources so parents can raise healthy children.

2025 Results Projected: KidsTLC estimates serving 200 Johnson County residents through this program. Anticipated outcomes include: 90% of families will indicate they feel they have better access to community resources to assist their child and 90% will report satisfaction with services.

Outcomes achieved during 2023: 282 residents served with 833 service encounters. 100% of new KidsTLC clients completed an intake/evaluation upon program admission. 84% of clients referred to outpatient medication or behavioral management treatment kept their initial appointment. 70% of clients referred to a health provider remained in services for 30 days. 51% of clients were receiving public assistance benefits by year end.

NCircle

\$30,000
Recommendation

A \$6,210 increase in funding, for a total of \$30,000, is recommended for NCircle's Reentry Program. The new Reentry Program will require staff 5 days a week, onsite, at the Johnson County Adult Residential Center (ARC). The Reentry program is an intensive 30-day program with clients enrolling at regular intervals. The new program will require additional staff time to support a more intensive program, offered on-site at the ARC. This program is for individuals in custody who are scheduled for release and have been assessed as at high risk of recidivism and unprepared to obtain or maintain employment. The focus of the program is to break the cycle of incarceration and support clients in successful reintegration. Staffed by certified Offender Workforce Development Specialists (OWDS) the program provides critical cognitive and behavioral therapy to support employment readiness as well as career track assessment, Essential Skills for Workplace Advancement (10 hours/week), job coaching (10 hours/week), Lifeskills (3 hours/week). Program participants will demonstrate an increased rate of employment, increased income, and decreased recidivism, as compared to nonparticipants, resulting in costs savings for local government and judicial system.

2025 Results Projected: NCircle plans to serve 50 Johnson County residents through this program. Participants will obtain employment prior to release from program, improve their job stability, exhibit improved career readiness skills, as indicated by the Employment Readiness Assessment (ERS), and reduce recidivism rates (tracked over three years) as compared to nonparticipants.

Outcomes Achieved in 2023: In 2023, HSF funded NCircle’s College of Trades program in which the organization served 90 individuals through 6,027 hours of training and case management. Clients who have participated in the College of Trades show marked improvement in Employment Readiness as indicated by pre/post Employment Readiness Scale assessment. Assessments indicate a 27% client improvement in career decision-making, a 29% increase in their ability to do a job search, and 20% increase in clients’ ability to effectively manage their career even when unexpected changes happen. In 2023, 64 Johnson County clients received a total of 107 trade certificates. 443 Johnson County residents took and passed tests for Northstar. Pre/Post Employment Readiness Scale indicates clients showed a 25% improvement over the pretest in Self Efficacy, a 25% improvement in understanding social networks and supports, and a 19% improvement in understanding what it takes to keep and maintain employment.

Pathway to Hope

\$10,000
Recommendation

A \$5,000 increase in funding, for a total of \$10,000, is recommended to support the Pathway to Hope’s Reclamation Clubhouse, the local chapter of a national program, which provides a day program and free education and employment training as well as work tools, clothing, and transportation for adults with a diagnosis of serious mental illness to support stable employment and self-sufficiency. HSF funding will support club members in addressing specific work and housing-related needs that serve as a barrier to employment and housing stability.

2025 Results Projected: In 2025, 170 Johnson County residents will be served by Pathway to Hope. Clients will report increased confidence in themselves and will show positive steps toward becoming employed, gaining knowledge towards work goals, maintaining employment, maintaining and/or improving housing. 10 members will seek RC help in communicating with their employers through Supported Employment. 20 members will interact with their employers without the need for support in communicating with their supervisor from Reclamation Clubhouse staff. 15 clubhouse members will receive housing support, including resources such as Pathway to Hope House, finding homes or apartments that promote environmental wellness such as that are clean and affordable, paying rent, deposits, utilities or moving expenses in financial hardships.

Outcomes achieved during 2023: In 2023, Pathway to Hope served 166 Johnson County residents through 11,590 hours of support. 15 clients are participating in supported or independent employment. 35 members participated in Reclamation Clubhouse’s work-ordered job simulation.

Safehome*

\$24,000
Recommendation

Second year funding is recommended for Safehome’s shelter. Safehome provides shelter, case management, and other assistance to survivors of domestic violence living in its emergency shelter. Safehome clients are provided case management as well as therapy, legal services, hospital advocacy, and a hotline. Employment assistance and financial literacy will continue to be supported through case management services for shelter clients.

2025 Results Projected: Safehome will provide emergency shelter to 110 Johnson County residents for a total of 6,770 bed nights. 30% of residents will transition from Safehome to permanent housing, 60% for those at the shelter for at least 90 days and 60% will remain

housed 6 months after leaving. 50% of residents will report looking for work, 80% will work on a budget with a case manager, and 65% of those in the shelter for at least 4 weeks will make a plan to pay off past due bills. 85% of clients in the shelter for at least 2 weeks will know more about a plan for safety and domestic violence, and 50% in therapy for 4+ sessions will show an average decrease in symptoms by 5%.

Outcomes achieved during 2023: 99 residents with 6,589 nights of shelter and service encounters. In 2023, 73% of Safehome clients reported looking for work while in shelter, 72% of clients in residence for at least four weeks working on a budget and 73% making a plan to pay off past due bills. 92% of clients in shelter reported knowing more ways to plan for their safety and 68% of clients who spent at least four sessions in therapy showed a decrease in symptoms, based on the PHQ-SADS Screener. 79% of clients who resided at Safehome for at least 90 days transitioned from the shelter and into permanent housing, with 33% of those clients reported remaining housed six months later.

**Salvation Army
Family Lodge –
Olathe***

\$25,000
Recommendation

Second year funding is recommended to assist low and very-low-income homeless families in Johnson County with food and shelter at the Salvation Army Family Lodge in Olathe. In most cases, the Lodge provides up to 90 days of shelter (with a maximum stay of 180 days in some circumstances). Residents meet weekly with a case manager who utilizes the strengths-based case management model. Classes and/or skill building opportunities include parenting, financial literacy, maintaining employment, housing searches, daily living/life skills, developing a support system, and navigating mainstream resources.

2025 Results Projected: The Family Lodge anticipates serving 125 Johnson County residents in 2025. 90% of those who exit the program will enter permanent or transitional housing, 80% will increase income or decrease housing barrier debt. 10 children will receive financial assistance for daycare services as a work support for guardians and 5 families will receive financial assistance for past utility or eviction debt, employment barriers, car repairs, required shoes or uniforms and more.

Outcomes achieved during 2023: The Family Lodge provided 20,265 nights of shelter, meals, and hygiene kits to 88 Johnson County residents. 95% of families transitioned from the Family Lodge into permanent housing, and 96% of families increased their income and decreased their housing debt to support living in permanent housing. Ten children were served through childcare tuition supports.

**Sunflower
House***

\$47,000
Recommendation

Second year funding is recommended to support the Personal Safety Education Program, a child abuse prevention education program. Sunflower House provides child-based education and mandated reporter training free of charge; without grant support, these programs are not sustainable. The program includes: 1) *Happy Bear*, an interactive drama in Spanish and English for children ages four to seven enrolled in public and private early childhood centers and elementary schools; 2) *Think First and Stay Safe*, a curriculum for grades PreK-5 that reinforces personal and digital boundaries and emphasizes that bullying and sexual abuse are against the law; 3) *E-Safety*, provides middle school students with information about how to protect themselves from online predators, and includes safety topics such as sexting, bullying, child exploitation, and social networking; 4) *Keeping Kids*

Safe Online, a workshop for parents and caregivers 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.

2025 Results Projected: The agency anticipates reaching 29,000 Johnson County residents during 2025. Age-appropriate person safety/abuse education will be provided to at least 30,000 children; 8,000 adults will be educated on child abuse indicators and reporting abuse, 95% will indicate that they gained new information; youth and adults will increase their knowledge of online crimes against children, including online safety steps and proper reporting. 95% of adults indicate they will more closely monitor electronic communications of children in their care. Sunflower House has added Spanish-based mandated reporting and has developed an online training academy to provide mandated reporter training to local school districts and other agencies, such as Girl Scouts.

Outcomes achieved during 2023: 21,853 Johnson County residents were served. In 2023, the Sunflower House Education Team secured MOUs with several school districts for the 2023-24 school year and began a new partnership with the Girls Scouts of NE KS/NW MO. Throughout the year, 33,089 children received personal safety information. A total of 4,224 adults, including 1,174 within the special needs community, received child abuse prevention education, and 98% of participants indicated they gained new information from the training. 95% of adults who attended Keeping Kids Safe Online indicated they will more closely monitor the electronic communications of children in their care.

APPENDIX A: 2025 HSF PARTICIPATING JURISDICTIONS AND GRANT COMMITTEE

JURISDICTION	CONTRIBUTION
Johnson County	\$162,500
De Soto	\$3,030
Edgerton	\$5,000
Gardner	\$8,000
Leawood	\$19,000
Lenexa	\$23,500
Merriam	\$11,000
Mission	\$10,500
Olathe	\$77,000
Overland Park	\$99,000
Prairie Village	\$10,500
Roeland Park	\$6,360
Shawnee	\$33,000
Spring Hill	\$2,750
Westwood	\$2,000
Total from County Government & Cities	\$473,140
UCS Administration	\$28,500
Total Available to Allocate	\$444,640

2025 HUMAN SERVICE FUND GRANT REVIEW COMMITTEE

UCS Board Members

- Don Roberts, *Committee Chair*, City of Edgerton
- Rogeana Patterson-King, Kairos Global Legacy LLC
- Dr. Putul Allen, Children’s Mercy
- David Brown, Haystax
- Vicki Webster, GEHA Inc.
- Cheryl Bell, Church of the Resurrection

UCS Council of Advisors

- Pat Colloton

Community Volunteers

- Katie Werner, Black & Veatch
- Jennifer Pozzuolo, Garmin
- Josh Hill, Foulston Siefkin

Staff support: Erika García Reyes, UCS Director of Resource Allocation and Jackie Gildo, Special Projects Intern

APPENDIX B

2025 HUMAN SERVICE FUND GUIDELINES

The Human Service Fund is a competitive process that awards grants to nonprofit organizations for operating health and human service programs that promote self-sufficiency, well-being and/or personal safety of Johnson County residents who live with income at or near the federal poverty level. Funded programs provide pathways and opportunities for building a healthy community where every resident is empowered to reach their full potential. Components of the safety net investment that are supported by the HSF are: 1) basic needs, 2) work and income supports, and 3) health, wellness, and personal safety.

FUNDING PRIORITIES 2025

Health and human service programs funded by the Human Service Fund must:

- promote self-sufficiency, well-being and/or personal safety of Johnson County residents and fit within safety net investment components of basic needs, education/training, work, and income supports, or health.
- offer county-wide services or fill a gap which results in county-wide benefit.
- offer equal access to all clients and prospective clients who could benefit from the program.
- 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.

Priority is given to programs that:

- address emergency aid and shelter, adequate housing, child/adult abuse, child welfare, health and mental health, work support services such as transportation, childcare and early childhood development, and job training.
- serve individuals and/or families with income below or near the federal poverty level.
- demonstrate innovation and/or collaboration in program delivery.
- are consistent with an evidence-based program, best practices, or promising practices, or replicate a successful model.
- build the capacity of neighborhoods and local jurisdictions to support equity in the social determinants of health.

ELIGIBILITY

- Applicants must deliver direct services to Johnson County residents, be recognized by the IRS under section §501(c)(3), provide health and human services programming as their primary mission, and be 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 most recent IRS form 990 and, if requesting \$5,000 or greater in HSF funds, 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.
- The applicant complies with Agency Standards.

- Applicant affirms compliance with any applicable nondiscrimination ordinances and/or policies of the municipalities that provide resources to the Human Service Fund.
- Funded program must:
 - promote self-sufficiency, well-being and/or personal safety of Johnson County residents and fit within safety net investment components of basic needs, work and income supports, or health.
 - primarily serve Johnson County, Kansas residents who live with income at or near federal poverty level. However, programs that do not meet this criterion may still be eligible if the program addresses child/adult abuse, and/or leads to the prevention of poverty, and primarily serves Johnson County residents.
 - clearly define and measure outcomes for participants.
 - benefit local governments by avoiding, deferring, or preventing costs that otherwise might be incurred by local government.
 - offer county-wide services or fill a gap which results in county-wide benefit.
 - offer equal access to all clients and prospective clients who could benefit from the program.
- Only one HSF application may be submitted by an agency. Applications will not be accepted for both the HSF and Substance Use Continuum of Care Fund (SUF, managed by Drug and Alcoholism Council, a program of UCS) for the same program during the same funding cycle. However, applications may be submitted for both funds by the same agency or department for discrete programs during the same funding cycle. Criteria of discrete programs include, but are not limited to, programs for which expenses are recorded separately for purposes of functional accounting, programs that, if serving a population targeted by another program, serve a distinct need of that population, and/or employ distinct strategies and projected outcomes.
- Applications for substance abuse programs are not accepted and should be directed to the SUF.

City Council Action Item

Council Meeting Date: November 14, 2024

Department: Administration

Agenda Item: Consider a Contract with ElevateEdgerton! For Economic Development Services for 2025

Background/Description of Item:

ElevateEdgerton! was formed in early 2017 as a public-private entity dedicated to driving development to Edgerton. James Oltman, President for ElevateEdgerton!, presented to the Edgerton City Council the request for 2025 funding allocation as part of the annual budget process. City Council approved the 2025 Budget request to include: \$67,500 membership contribution and \$10,000 of in-kind contribution of time from the City's Marketing/Communications Employee.

Similar to other partner entities, typically the City of Edgerton has done an annual agreement for this type of funding allocation. Included is the draft agreement for economic development services for 2025 with ElevateEdgerton!. The draft agreement requires ElevateEdgerton! to prepare a plan of work for the contract year, this 2025 scope of services has been included with the packet. The term of this agreement shall be for one year commencing on January 1, 2025 through December 31, 2025.

Attracting businesses to the City is a time-consuming process that requires specialized knowledge to develop strong partnerships. Due to the significant importance of continued development and growth of the business sector within the City, staff recommends the City Council continue to secure these services from ElevateEdgerton!.

The Agreement has been previously reviewed and approved by City Attorney. Any changes recommended for 2025 would be presented during the City Council meeting.

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



Funding Source: General Fund – Economic Development

Budget Allocated: \$67,500

Finance Director Approval: x 
Karen Kindle, Finance Director

Recommendation: Approve a Contract with ElevateEdgerton! For Economic Development Services for 2025 for \$67,500

Enclosed: Draft Agreement with ElevateEdgerton!
Economic Development Highlights
2025 Scope of Services

Prepared by: Alexandria Clower, City Clerk

AGREEMENT

THIS CONTRACT FOR ECONOMIC DEVELOPMENT SERVICES (“Renewal”) is made and entered into as of this 14th day of November, 2024, by and between the City of Edgerton, Kansas (the “City”) and ElevateEdgerton! (the "EDC"), a Kansas not-for-profit corporation.

The EDC has been organized by representatives of the business community and certain government agencies in and around the City of Edgerton, Kansas for the purpose of promoting economic growth in the area, and

The City of Edgerton desires to procure from the EDC certain services in support of the City's plan for continued economic development and growth.

Therefore, in consideration of the mutual covenants herein contained the parties agree as follows:

1. **SERVICES.** The EDC agrees to provide, through its professional staff, the following services to the City:

a. **MARKETING.** The EDC shall provide support to the City and its staff in marketing the business advantages to potential corporate residents, which support shall include, but is not limited to, market research, accumulation of data concerning prospective tenants, development and distribution of marketing materials, attendance at trade shows, conventions and other events where appropriate market intelligence can be gained, and other activities deemed appropriate by the parties. The EDC shall initiate such activities as it deems appropriate to ensure that the City is well represented in the commercial and industrial real estate market both regionally and nationally.

b. **EXISTING BUSINESS RELATIONS.** The EDC, through its professional staff, shall assist the City and its staff in establishing and maintaining relationships with the existing businesses, to assist those businesses in developing and expanding their facilities at the City and to identify and pursue potential linkages with other businesses who may be candidates for locating to the City. EDC staff shall specifically and purposefully offer its services to each and every business in the City. The EDC shall develop a means of annually contacting the managers of these businesses informing them about the services available through the EDC. EDC staff shall annually survey these businesses to update information about expansion opportunities.

c. **BUSINESS RECRUITMENT.** The EDC shall initiate an aggressive program to identify and recruit new businesses to the City. The EDC shall undertake specific efforts to identify target businesses by industry and by name, to inform those businesses of the opportunities for locating to the City, and to follow-up with qualified prospects in order to prepare development proposals. EDC staff shall participate in joint efforts at the local, regional and state levels to recruit new businesses to the City.

d. **DEVELOPMENT PROPOSALS.** EDC staff shall assist existing businesses and prospective new businesses in preparing development proposals for the consideration of the City. EDC staff shall become familiar with every aspect of economic development as it applies to the

City, and shall develop an understanding of the City's objectives in developing the commercial and industrial sectors of the City. EDC staff shall act as facilitator for prospective business development and shall assist in the presentation of the development proposal to the various jurisdictions having oversight on the development in the City. EDC staff shall strive to develop a "one-stop shopping" approach for development proposals so that a proponent of a project can get virtually all of his or her questions answered by or through the EDC staff.

2. **PERFORMANCE STANDARDS.** The EDC shall establish a plan of work in which the specific activities to be performed by the EDC staff are delineated. Such plan of work shall specifically address the nature and scope of services to be provided to the City and shall establish performance criteria by which the EDC staff's individual performance will be measured. Such plan of work shall be prepared annually and shall be subject to the approval of the City Administrator prior to adoption by the board of directors of the EDC.
3. **COMPENSATION.** In consideration of the services to be provided by the EDC, the City shall pay to the EDC the sum of \$67,500, payable at the rate of \$67,500 on the first day of the month of February. The EDC shall prepare an invoice for each annual payment and submit such invoice to the City 30 days prior to the scheduled payment.
4. **TERM.** The term of this agreement shall be for one year commencing on January 1, 2025, and terminating on December 31, 2025.
5. **RENEWAL.** This agreement may be renewed annually by mutual agreement of the parties.
6. **NO AGENCY RELATIONSHIP.** Notwithstanding anything to the contrary contained in this Agreement, the EDC and its employees shall not hold itself or themselves out as, and shall not be, an agent for the City. Neither the EDC nor its employees shall have authority to enter into agreements, leases, or other commitments on behalf of the City.
7. **INDEMNITY.** Each party to this agreement agrees to and shall defend and hold harmless the other for the negligent acts and omissions of such party and its agents, employees and contractors, provided, however, nothing herein shall be construed as a waiver by either party of any limitation of liability provided under the Kansas Tort Claims Act.
8. **INSURANCE.** The EDC shall be solely responsible for obtaining all insurance coverages that it deems necessary or desirable in connection with its business and its obligations under this Agreement, including, but not limited to, general liability, workers compensation, and automobile liability coverage.
9. **TERMINATION.** In the event one party breaches this Agreement the other party may declare this Agreement in default. The non-breaching party may terminate this Agreement upon thirty days notice to the breaching party and this Agreement shall thereafter terminate unless the default is cured within such thirty days.
10. **DUTIES UPON EXPIRATION OR TERMINATION.** It is acknowledged and agreed that in the course of performing its obligations under this Agreement the EDC will compile and prepare certain market information, client lists, data bases and other information relating to the City operations,

businesses, prospective businesses, and other information, all of which shall become the property of the City upon the expiration or earlier termination of this Agreement. EDC agrees to deliver to the City all such information not later than the fifth business day following the expiration or earlier termination of the Agreement. All such information shall be kept confidential by EDC following the expiration or earlier termination of this Agreement and EDC agrees not to disclose such information to any third party except as required by law.

11. FUNDING. The parties acknowledge that the EDC's ability to fulfill the terms of this Agreement is contingent upon continued funding by its members, and that such funding is currently primarily comprised of voluntary contributions. EDC shall make reasonable efforts to gain continuing financial support through expanded membership and through other funding sources, such as grants-in-aid and service contracts with other agencies and organizations.

IN WITNESS WHEREOF, the parties hereto have set their hand this 14th day of November, 2024, at Johnson County, Kansas.

ElevateEdgerton!

CITY OF EDGERTON, KANSAS

President

Mayor



To: Edgerton City Council

From: James Oltman – President, ElevateEdgerton!

Re: 2025 Contract for Economic Development Services

Date: 5/17/2024

Overview

ElevateEdgerton! has been operating as a 501(c)6 membership-based organization since the beginning of 2017. Since formation ElevateEdgerton! has contracted with the City of Edgerton for Economic Development Services and in consultation with the City of Edgerton, ElevateEdgerton! has focused its efforts on residential development recruitment, commercial development recruitment, workforce development efforts and being a resource in the continued growth of Logistics Park Kansas City.

Prior to the formation of ElevateEdgerton! in 2017 the City of Edgerton previously executed a contract for Economic Development Services with the Southwest Johnson County Economic Development Corporation (SWJCEDC). At that time, SWJCEDC split their efforts between the City of Edgerton, the City of Gardner, and New Century Airfield.

The purpose/mission of ElevateEdgerton! (EE!) is to promote/facilitate organized growth of the Edgerton, KS and Logistics Park Kansas City (LPKC) community by taking advantage of opportunities available because of the Burlington Northern Santa Fe Intermodal Facility.

2023-2024 ElevateEdgerton! Officers

Liz Albers – Chair – Johnson County Community College
Ben Gasper – Vice-Chair – SMH Consultants

2024-2025 ElevateEdgerton! Officers

Ben Gasper – Chair – SMH Consultants
Preston Moore – Vice-Chair – Nabholz Construction

Edgerton Economic Development Highlights:

- 5.75 million square feet of development at Logistics Park Kansas City
 - o Kubota Tractor North American Distribution Center
 - o Dots Pretzels
 - o DHL Global
 - o Hostess Brands
 - o Pepsi Co
 - o Simmons Pet Food
 - o Con-Global Inc
- ITI Intermodal Expansion
- JB Hunt Expansion
- TSL Expansion
- Development of On the Go Travel Center
 - o Goodcents
- Dwyer Farms Housing Development
- Johnson County Community College CDL Training Center
- Edgerton Crossing Development
 - o Maverick
- Edgerton KS Retail Sales
 - o 2014 - \$16.7 million
 - o 2023 - \$109 million
- Small Business Attraction and Expansion
 - o Lewis Indoor Athletic
 - o Village Shop KC
 - o White Tail Run Winery
- EDGE Grant program
 - o Residential Façade Improvement program expanded by City in 2024
 - o Multiple small business grants awarded



2025 Scope of Economic Development Services

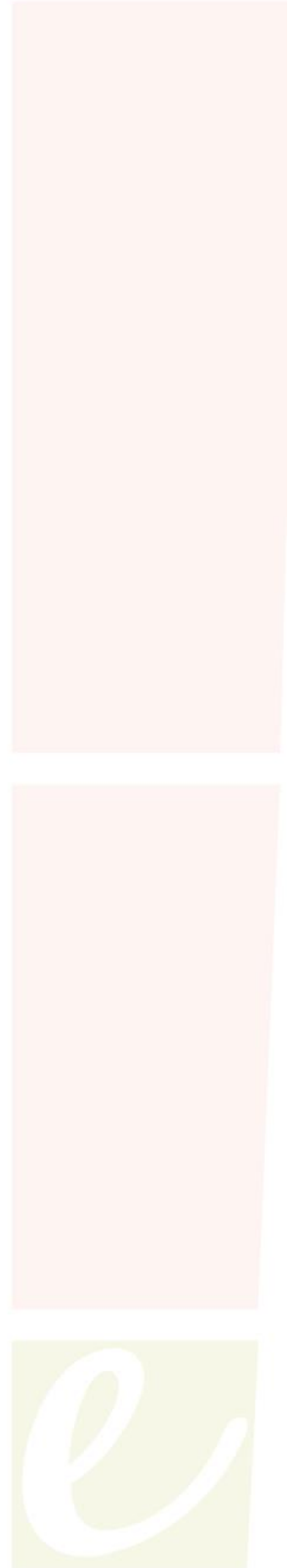
- Housing development efforts
 - Raise awareness in the development community of Edgerton as a viable development market
 - Maintain and update inventory of properties well positioned for residential development
 - Meet with potential housing developers about new residential construction in Edgerton
 - Compile data relevant to aiding housing development efforts
- Retail/commercial recruitment efforts
 - Continue to assess the needs of the community and proceed accordingly
 - Maintain and update marketing material specifically geared towards commercial recruitment
 - Attend events and meetings geared towards active recruitment of retail/commercial
- Workforce
 - Host quarterly LPKC appreciation luncheons for all LPKC tenants
 - Partner with USD 231 on apprenticeship opportunities
 - Regional marketing for LPKC employment opportunities
- Represent Edgerton within the following organizations:
 - Team Kansas
 - Kansas Economic Development Alliance
 - Kansas City Area Development Council
 - Kansas City SmartPort
 - Johnson County Economic Research Institute
 - Southern Economic Development Council
 - Greater Kansas City Foreign Trade Zone
 - Kansas Housing Association
 - Johnson County Transportation Council



Financial terms of the 2025 Contract for Economic Development Services:

\$67,500.00 cash contribution

\$10,000 in-kind contributions from City of Edgerton Marketing and Communications employee



City Council Action Item

Council Meeting Date: November 14, 2024

Department: Administration

Agenda Item: Consider an Agreement with Global Payments Direct, Inc., for Merchant Credit Card Processor Services for the CivicPlus Software

Background/Description of Item:

In October 2022, Council approved a merchant services agreement with Global Payments Direct, Inc., for credit card processing services. That agreement covered credit card processing related to the Tyler Technologies software (utility billing, permits, licenses, etc.).

On October 29, 2024, Council approved the agreement with CivicPlus to provide recreation management software. The CivicPlus software requires a separate merchant ID number from the merchant ID numbers the City has for the Tyler products under the original Global Payments Direct agreement. The attached draft merchant agreement contains the same rates/fees as the agreement that covers the Tyler products.

Staff recommends Global Payments Direct, Inc., as the credit card processor for the CivicPlus software because the experience for the last two years has been good and to minimize the number of processors staff has to manage.

Credit card fees for recreation purchases will be charged back to the patrons. The City will not be absorbing these fees.

The agreement is currently under review by the City Attorney.

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

Funding Source: N/A

Budget Allocated: N/A

Finance Director Approval:  Karen Kindle, Finance Director

Recommendation: Approve the Agreement with Global Payments Direct, Inc., for Merchant Credit Card Processor Services for the CivicPlus Software, Subject to Approval by the City Attorney.

Enclosed: Merchant Services Agreement with Global Payments Direct, Inc.

Prepared by: Karen Kindle, Finance Director



CARD SERVICES TERMS & CONDITIONS FOR GOVERNMENT ENTITIES

PLEASE READ SECTION 17 (“DISPUTE RESOLUTION”) CAREFULLY AS IT RELATES TO ARBITRATION AND CLASS ACTIONS

1. GENERAL.

- 1.1. The “**Card Services Agreement**” consists of these Card Services Terms & Conditions and the Merchant Application and is made by and among Merchant (or “**you**”), Global Payments Direct, Inc. (“**Global Direct**”), and Member (as defined below). The provisions in the Card Services Agreement are applicable to Merchant and, by submitting Transactions hereunder, Merchant agrees to be subject to the same. The member bank identified in the Merchant Application (“**Member**”) is a member of Visa USA, Inc. (“**Visa**”) and Mastercard International, Inc. (“**Mastercard**”). Global Direct is a registered independent sales organization of Visa, a member service provider of Mastercard, a registered Program Participant of American Express Travel Related Services Company, Inc. (“**American Express**”), and a registered acquirer for Discover Financial Services LLC (“**Discover**”). Any references to the Debit Sponsor shall refer to the debit sponsor identified below.
- 1.2. Merchant and Global Direct agree that the rights and obligations contained in these Card Services Terms and Conditions do not apply to the Member with respect to American Express, Discover and PayPal transactions and Switched Transactions (as defined below). To the extent Merchant accepts Discover cards, the provisions in this Agreement with respect to Discover apply if Merchant does not have a separate agreement with Discover. In such case, Merchant will also be enabled to accept JCB, China UnionPay, Diner’s Club and, for card present transactions, PayPal cards under the Discover network and such transactions will be processed at the same fee rate as Merchant’s Discover transactions are processed. To the extent Merchant accepts Discover cards and has a separate agreement with Discover, Discover and PayPal card transactions shall be processed as Switched Transactions (as defined below). To the extent Merchant accepts American Express cards, the provisions in this Agreement with respect to American Express apply if Merchant does not have a separate agreement with American Express.
- 1.3. Under the terms of the Card Services Agreement, Merchant will be furnished with the services and products, including any software, described herein and in the Merchant Application and selected by Merchant therein (collectively and individually, as applicable, the “**Services**”). Merchant agrees to be bound by the Card Services Agreement, including the terms of the Merchant Application and these Card Services Terms & Conditions as may be modified or amended in the future pursuant to its and/or their terms. ***Upon the earlier of a Merchant’s submission of a transaction to Global Direct or signing the Merchant Application, Merchant shall be deemed to have accepted the Card Services Agreement, including the Terms and Conditions herein.***
- 1.4. Except as expressly stated in the first three paragraphs of section 13, all terms and conditions of this Card Services Agreement shall survive termination to the extent necessary to protect Global Direct and Member’s rights herein.

2. SERVICE DESCRIPTIONS.

- 2.1. Credit Card Processing Services: Global Direct’s credit card processing services consist of authorization and electronic draft capture of credit card transactions; outclearing of such transactions to the appropriate card associations and/or issuers (e.g., Visa, Mastercard, American Express, Diners, Discover); settlement; certain dispute resolution with cardholders’ banks; and transaction-related reporting, statements and products. From time to time under this Card Services Agreement, upon Merchant’s request, Global Direct may facilitate the transmission of certain payment card transactions (“**Switched Transactions**”) to the respective card issuers, including but not limited to American Express®, Diners Club® and various fleet, private label and commercial cards. Switched Transactions require Global Direct’s prior written approval and are subject to applicable pricing; Global Direct does not purchase the indebtedness associated with Switched Transactions.
- 2.2. EBT Transaction Processing Services: Global Direct offers electronic interfaces to Electronic Benefits Transfer (“**EBT**”) networks for the processing of cash payments or credits to or for the benefit of benefit recipients (“**Recipients**”). Global Direct will provide settlement and switching services for various Point of Sale transactions initiated through Merchant for the authorization of the issuance of the United States Department of Agriculture, Food and Nutrition Services (“**FNS**”) food stamp benefits (“**FS Benefits**”) and/or government delivered cash assistance benefits (“**Cash Benefits**,” with FS Benefits, “**Benefits**”) to Recipients through the use of a state-issued card (“**EBT Card**”).
- 2.3. Provisions regarding debit card services are set forth in section 31 below.
- 2.4. Provisions regarding Decline Minimizer Services are set forth in section 33 below.
- 2.5. Provisions regarding CallPop OpenEdge Services are set forth in section 34 below.

- 2.6. With respect to Visa and Mastercard products, Merchant may elect to accept credit cards or debit/prepaid cards or both. Merchant shall so elect on the Merchant Application being completed contemporaneously herewith. Merchant agrees to pay and Merchant's account(s) will be charged pursuant to section 5 of this Card Services Agreement for any additional fees incurred as a result of Merchant's subsequent acceptance of transactions with any Visa or Mastercard product that it has elected not to accept.

3. PROCEDURES.

- 3.1. Merchant will permit holders of valid cards bearing the symbols of the cards authorized to be accepted by Merchant hereunder to charge purchases or leases of goods and services and the debt resulting therefrom shall be purchased hereunder, provided that the transaction complies with the terms of this Card Services Agreement. All indebtedness submitted by Merchant for purchase will be evidenced by an approved sales slip. Merchant will not present for purchase any indebtedness that does not arise out of a transaction between a cardholder and Merchant. Merchant agrees to follow the Card Acceptance Guide which is incorporated into and made part of this Card Services Agreement, <https://www.globalpaymentsinc.com/en-us/cardacceptanceguide> and to be bound by the operating regulations, requirements, and rules of Visa, Mastercard, American Express, Discover, PayPal and any other card association or network organization covered by this Card Services Agreement, as any of the above referenced documents may be modified and amended from time to time (collectively, the "**Card Association Rules**"). Without limiting the generality of the foregoing, Merchant agrees to comply with and be bound by, and to cause any third party who provides Merchant with services related to payment processing or facilitates Merchant's ability to accept credit and debit cards and who is not a party to this Card Services Agreement to comply with and be bound by, the rules and regulations of Visa, Mastercard, American Express, Discover, PayPal and any other card association or network organization related to cardholder and transaction information security, including without limitation, all rules and regulations imposed by the Payment Card Industry (PCI) Security Standards Council (including without limitation the PCI Data Security Standard), Visa's Cardholder Information Security Program, Mastercard's Site Data Protection Program, and Payment Application Best Practices, which, as may be modified and amended from time to time, will constitute Card Association Rules as used herein. Merchant also agrees to cooperate at its sole expense with any request for an audit or investigation by Global Direct, Member, a card association or network organization in connection with cardholder and transaction information security.

- 3.2. Without limiting the generality of the foregoing, Merchant agrees that it will use information obtained from a cardholder in connection with a card transaction solely for the purpose of processing a transaction with that cardholder or attempting to re-present a chargeback with respect to such transaction consistent with the Card Association Rules. Merchant will indemnify and hold Global Direct and Member harmless from any liability assessments (sometimes referred to as "fines" and "penalties") issued by Visa, Mastercard, American Express, Discover, PayPal or any card association or network organization and any other fees and costs arising out of or relating to the processing of transactions by Global Direct and Member at Merchant's location(s) and will reimburse Global Direct for any losses incurred by Global Direct with respect to any such liability assessments, fees and costs.

Merchant must keep all systems and media containing account, cardholder or transaction information (physical or electronic, including but not limited to account numbers, card imprints, and terminal identification numbers) secure and prevent access by or disclosure to anyone other than Merchant's authorized personnel. Merchant must destroy, in a manner that will render the data unreadable, all such media that Merchant no longer deems necessary or appropriate to store (except for sales drafts maintained in accordance with this Card Services Agreement, applicable law, or Card Association Rules). Merchant must also ensure proper destruction of cardholder, transaction or system information (physical or electronic, including but not limited to account numbers, card imprints, and terminal identification numbers) prior to selling, storing, or disposing of any terminal.

- 3.3. Without limiting the generality of any other provision of this Card Services Agreement, Merchant also agrees that it will comply with all applicable federal, state, and local laws, rules, ordinances, and regulations (collectively, "**Applicable Laws**"), including those related to both (a) the truncation or masking of cardholder numbers and expiration dates on transaction receipts from transactions processed at Merchant's location(s), including without limitation the Fair and Accurate Credit Transactions Act and applicable state laws ("**Truncation Laws**") and (b) the collection of personal information from a cardholder in connection with a card transaction, including all applicable state laws ("**Laws on Collection of Personal Information**"). As between Merchant, on the one hand, and Global Direct and Member, on the other hand, Merchant shall be solely responsible for complying with all such laws, rules, ordinances, and regulations, including the Truncation Laws and Laws on Collection of Personal Information and will, to the maximum extent not prohibited under applicable law, indemnify and hold Global Direct and Member harmless from any claim, loss or damage resulting from a violation of the same as a result of transactions processed at Merchant's location(s).
- 3.4. Global Direct may, from time to time, issue written directions (via mail or Internet) regarding procedures to follow and forms to use to carry out this Card Services Agreement. These directions and the terms of the forms are binding as soon as they are issued and shall form part of these Card Services Terms & Conditions. Such operating regulations and rules may be reviewed upon appointment at Global Direct's designated premises and Merchant acknowledges that it has had the opportunity to request a review and/or review such operating regulations and rules in connection with its execution of this Card Services Agreement.

4. **MARKETING.** Merchant shall adequately display the card issuer service marks and promotional materials supplied by Global Direct. Merchant shall cease to use or display such service marks immediately upon notice from Global Direct or upon termination of this Card Services Agreement. Merchant agrees that all such displays and cessation of such displays shall be in accordance with the Card Association Rules.
5. **PAYMENT, CHARGES AND FEES.** Fees and charges payable by Merchant for all products, services and applications, whether provided by Global Direct, a third party through Global Direct, or directly by a third party with Global Direct collecting monies with respect thereto (e.g., a POS Vendor Fee), shall be as set forth in the Merchant Application (exclusive of taxes, duties and shipping and handling charges) and in Section 39 of these Card Services Terms & Conditions. With respect to POS Vendor Fees, Global Direct does not control and is not responsible for the POS Vendor Fees charged to Merchant, and the pricing for any such fees depends on Merchant's agreement with such third party. Merchant shall at all times maintain one or more commercial checking accounts (the "**Accounts**") with Member or with another financial institution of Merchant's choice acceptable to Member and Global Direct that belongs to the Automated Clearing House ("**ACH**") network and which can accept ACH transactions. Merchant will be provisionally credited for indebtedness purchased under this Card Services Agreement by credit to Merchant's Account(s). Merchant's Account(s) will be provisionally credited for the gross amount of the indebtedness deposited less the amount of any credit vouchers deposited, minus any applicable discount, fees, product service costs, chargebacks, and other fees and charges. Merchant shall not be entitled to credit for any indebtedness that arises out of a transaction not processed in accordance with the terms of this Card Services Agreement or the Card Association Rules. Availability of any such funds shall be subject to the procedures of the applicable financial institution. Chargebacks and adjustments will be charged to Merchant's Account(s) on a daily basis. Merchant agrees to pay and Merchant's Account(s) will be charged for the discount, fees, product service costs, chargebacks, and other fees and charges described in this Card Services Agreement. Merchant also agrees to pay and Merchant's Account(s) will be debited for all fees, arbitration fees, liability assessments, or any other amounts charged or assessed by third parties, the card associations or network organizations on account of or related to Merchant's processing hereunder, including without limitation with regards to any third party who provides Merchant with services related to payment processing or facilitates Merchant's ability to accept credit and debit cards and who is not a party to this Card Services Agreement. If any type of overpayment to Merchant or other error occurs, Merchant's Account(s) may be debited or credited, without notice, and if Merchant's Account(s) do not contain sufficient funds, Merchant agrees to remit the amount owed directly to Global Direct. Merchant agrees not to, directly or indirectly, prevent, block or otherwise preclude any debit by Global Direct or Member to Merchant's Account which is permitted hereunder. Merchant represents and warrants that no one other than Merchant has any claim against such indebtedness except as authorized in writing by Member and Global Direct. Merchant hereby assigns to Member and Global Direct all of its right, title, and interest in and to all indebtedness submitted hereunder, agrees that Member and Global Direct have the sole right to receive payment on any indebtedness purchased hereunder, and further agrees that Merchant shall have no right, title or interest in any such funds, including any such funds held in a Reserve Account (as defined below).
6. **EQUIPMENT AND SUPPLIES/THIRD PARTY SERVICES.**
- 6.1. Merchant agrees that it will not acquire any title, copyrights, or any other proprietary right to any advertising material; leased equipment including imprinters, authorization terminals, card reader hardware or printers; software; credit card authenticators; unused forms (online or paper); all hardware and software related to the CallPop OpenEdge Services (as defined below); and Merchant deposit plastic cards provided by Global Direct in connection with this Card Services Agreement. Merchant will protect all such items from loss, theft, damage or any legal encumbrance and will allow Global Direct and its designated representatives reasonable access to Merchant's premises for their repair, removal, modification, installation and relocation. Merchant acknowledges that any equipment or software provided under this Card Services Agreement is embedded with proprietary technology ("**Software**"). Merchant shall not obtain title, copyrights or any other proprietary right to any Software. At all time, Global Direct or its suppliers retain all rights to such Software, including but not limited to updates, enhancements and additions. Merchant shall not disclose such Software to any party, convey, copy, license, sublicense, modify, translate, reverse engineer, decompile, disassemble, tamper with, or create any derivative work based on such Software, or transmit any data that contains software viruses, time bombs, worms, Trojan horses, spyware, disabling devices, or any other malicious or unauthorized code. Merchant's use of such Software shall be limited to that expressly authorized by Global Direct. Global Direct's suppliers are intended third party beneficiaries of this Card Services Agreement to the extent of any terms herein pertaining to such suppliers' ownership rights; such suppliers have the right to rely on and directly enforce such terms against Merchant.
- 6.2. The operating instructions or user guides will instruct Merchant in the proper use of the terminals, other hardware or payment application(s), and Merchant shall use and operate the terminals, other hardware or payment application(s) only in such manner. If Merchant has purchased the relevant maintenance/help desk service hereunder, Merchant will promptly notify Global Direct of any equipment malfunction, failure or other incident resulting in the loss of use of the equipment or software or need for repair or maintenance, whereupon Global Direct will make the necessary arrangements to obtain required maintenance or replacement software or hardware. Merchant is responsible for shipping costs. Merchant shall cooperate with Global Direct in its attempt to diagnose any problem with the terminal, other hardware or payment application(s). In the event the Merchant's terminal requires additional Software, Merchant is obligated to cooperate and participate in a dial in down line load procedure. With respect to any item of equipment leased to Merchant by Global Direct, Merchant will not be liable for normal wear and tear, provided, however, that Merchant will be liable to Global Direct in the event that any leased item of equipment is lost, destroyed, stolen or rendered inoperative. To the extent not prohibited under applicable law, Merchant will indemnify Global Direct against any loss arising out of damage to or destruction of any item of equipment or software provided hereunder for any cause whatsoever. Merchant also agrees, to the extent not prohibited under applicable law, to hold harmless and indemnify Global Direct for any costs, expenses, and judgments Global Direct may suffer, including reasonable attorney's fees, as a result of Merchant's use of the equipment or

software provided hereunder. Any unused equipment in its original packaging purchased from Global Direct hereunder may be returned to Global Direct at Merchant's expense within 60 days of receipt. Merchant shall receive a refund of any money paid in connection therewith subject to a re-stocking fee of an amount equal to 20 percent of the total purchase price for the returned equipment. No refunds shall be issued for any equipment returned after 60 days.

- 6.3. Merchant acknowledges that some of the services and applications to be provided by Global Direct and Member hereunder may be provided by third parties. Merchant agrees that except for its right to utilize such services in connection with this Card Services Agreement, it acquires no right, title or interest in any such services. Merchant further agrees that it has no contractual relationship with any third party providing services under this Card Services Agreement and that Merchant is not a third party beneficiary of any agreement between Global Direct or Member, as applicable, and such third party. Merchant may not resell the services of any third party providing services under this Card Services Agreement to any other party.
- 6.4. Merchant acknowledges that it may directly obtain software platform services from a third party that facilitate or integrate Global Direct's Services as set forth in section 2. Global Direct does not control and is not responsible for such software platform services or any fees (and their occurrence) charged by such third party to Merchant related to such software platform services. The pricing for Merchant's use of any third-party platform services and any associated fees depends on Merchant's agreement with such third party. Merchant authorizes Global Direct to collect all monies related to Merchant's use of such third-party software (i.e., the POS Vendor Fee) on behalf of such third party as set forth in the Merchant Application and Merchant's agreement with such third party. Global Direct is not responsible for the acts or omissions of any third party and shall have no responsibility for or liability in connection with any software platform services Merchant receives from a third party, even if Global Direct collects monies with respect to such software or services. Global Direct makes no representation or warranty with respect to such third party's software platform services or such third party's access to or ability to integrate with the products, services, and systems of Global Direct and any such access or ability may terminate at any time and Global Direct shall have no obligation to advise Merchant of such termination.
7. **FINANCIAL INFORMATION.** Merchant agrees to furnish Global Direct and Member such financial statements and information concerning Merchant as Global Direct or Member may from time to time request. Global Direct and Member, or their duly authorized representatives, may examine the books and records of Merchant, including records of all indebtedness previously purchased or presented for purchase. Merchant agrees to retain copies of all paper and electronic sales slips and credit slips submitted to Global Direct for a period of two years from submission, or such longer period of time as may be required by the Card Association Rules, by law, or by Global Direct as specifically requested in writing in individual cases.
8. **CHANGE IN BUSINESS.** Merchant agrees to provide Global Direct and Member 60 days prior written notice of its (a) transfer or sale of any substantial part (ten percent or more) of its total stock, assets and/or to liquidate; or (b) change to the basic nature of its business, or (c) provided that Merchant has not indicated on the Merchant Application that it accepts mail order, telephone order, or internet-based transactions, conversion of all or part of the business to mail order sales, telephone order sales, Internet-based sales or to other sales where the card is not present and swiped through Merchant's terminal or other card reader. Upon the occurrence of any such event, the terms of this Card Services Agreement may be modified by Member and/or Global Direct to address issues arising therefrom, including but not limited to requirements of applicable Card Association Rules and/or the fees associated with such transactions.
9. **TRANSFERABILITY.** This Card Services Agreement is not transferable by Merchant without the written consent of Global Direct and Member. Any attempt by Merchant to assign its rights or to delegate its obligations in violation of this paragraph shall be void. Merchant agrees that the rights and obligations of Global Direct hereunder may be transferred by Global Direct without notice to Merchant. Merchant agrees that the rights and obligations of Member hereunder may be transferred to any other member without notice to Merchant. Merchant acknowledges that the transferable rights of Global Direct and Member hereunder shall include, but shall not be limited to, the authority and right to debit the Merchant's Account(s) as described herein.
10. **WARRANTIES AND REPRESENTATIONS.**
- 10.1. Merchant warrants and represents to Global Direct and Member, both at the time of execution and the presentation of any transaction hereunder: (a) that each sales transaction delivered hereunder will represent a bona fide sale to a cardholder by Merchant for the amount shown on the sales slip as the total sale and constitutes the binding obligation of the cardholder, free from any claim, demand, defense, setoff or other adverse claim whatsoever; (b) that each sales slip or other evidence of indebtedness will accurately describe the goods and services which have been sold and delivered to the cardholder or in accordance with the cardholder's instructions; (c) that Merchant will comply fully with all Applicable Laws, including those applicable to its business; (d) that Merchant will fulfill completely all of its obligations to the cardholder and will resolve any customer dispute or complaint directly with the cardholder; (e) that the signature on the sales slip will be genuine and authorized by cardholder and not forged or unauthorized; (f) that Merchant has taken all reasonable steps to verify the identity of the cardholder and the genuineness of the card and the transaction; (g) that the sales transaction shall have been consummated and the sales slip prepared in full compliance with the provisions of the Card Association Rules; (h) provided that Merchant has not indicated on the Merchant Application that it accepts mail order, telephone order, or internet-based transactions, that none of the sales transactions submitted hereunder represent sales by telephone, or mail, or Internet, or where the card is not physically present at the Merchant's

location and swiped through Merchant's terminal, unless Merchant is specifically authorized in writing by Global Direct to submit such sales slips for purchase, (i) to the extent Merchant has indicated on the Merchant Application that it accepts mail order, telephone order, or internet-based transactions, Merchant shall not submit such a transaction to Global Direct and Member for processing until the goods and/or services are shipped or performed, as applicable, unless otherwise permitted by the card associations or network organizations, (j) that sales transactions submitted hereunder for purchase representing sales to any principal, partner, affiliate, or proprietor of Merchant shall not constitute an unreasonable portion of Merchant's transactions relative to the Merchant's legitimate business requirements, (k) that, without limiting the generality of the foregoing, each sales transaction submitted hereunder and the handling, retention, and storage of information related thereto, will comply with the Card Association Rules, and that all of the information contained in this Card Services Agreement (including the Merchant Application) is true and correct. In the event that any of the foregoing warranties or representations is breached, the affected sales slips or other indebtedness may be refused, or prior acceptance revoked and charged back to the Merchant. Furthermore, if Merchant submits for purchase hereunder a sales transaction that is not the result of a sale of Merchant's goods or services offered to the general public or if Merchant submits any sales transactions for purchase hereunder which represents an unreasonable sales transaction to any principal, partner, or proprietor, of Merchant, such sales transaction may be refused or charged back.

10.2. Merchant must notify Global Direct if Merchant elects to use the terminal service of American Express, Novus, or any other third-party provider. If Merchant elects to use a third-party terminal provider, that provider becomes Merchant's agent for the delivery of card transactions to Global Direct via the applicable card-processing network. Global Direct and Member shall have no responsibility for or liability in connection with any hardware, software or services Merchant receives from a third party agent, even if Global Direct collects monies with respect to such hardware, software or services. Neither Global Direct nor Member makes any representation or warranty with respect to such agent's access to or ability to integrate with the products, services, and systems of Global Direct and any such access or ability may terminate at any time and Global Direct shall have no obligation to advise Merchant of such termination. Merchant agrees to assume full responsibility and liability for any failure of such agent to comply with the Card Association Rules, including without limitation any violation, which results in a chargeback to the Merchant. Global Direct and Member have no responsibility for any card transactions until it receives data for the card transaction in the format required by Global Direct. Merchant also agrees that the obligation hereunder to reimburse the Merchant for the value of the card transactions captured by an agent is limited to the value of the transactions (less applicable fees) received by the card-processing network from the agent.

10.3. ***Neither Member, nor Global Direct, nor any Supplier makes any representations or warranties, express or implied, including without limitation any warranty of merchantability or fitness for a particular purpose with respect to any terminal, any equipment, software or services leased, sold, or otherwise furnished hereunder.***

11. **INDEMNITY.** Merchant agrees to satisfy directly with the cardholder any claim or complaint arising in connection with the card sale, regardless of whether such claim or complaint is brought by the cardholder, Global Direct, or another party. To the extent not prohibited under applicable law, Merchant agrees to indemnify defend and hold Global Direct, Member and their respective parent companies, subsidiaries and affiliates (including, without limitation, the respective officers, directors, employees, attorneys, shareholders, representatives and agents of all of the foregoing) harmless from and against any and all liabilities, judgments, arbitration awards, settlements, actions, suits, claims, demands, losses, damages, costs (including, but not limited to, court costs and out of pocket costs and expenses), expenses of any and every type, litigation expenses, and attorneys' fees, including, but not limited to, attorneys' fees incurred in any and every type of suit, proceeding, or action, including but not limited to, bankruptcy proceedings, in connection with, by virtue of, or arising from, either directly or indirectly: (a) any card transaction that does not conform to the requirements of this Card Services Agreement, the Card Association Rules or Applicable Laws; (b) any card transaction or any act or omission of Merchant; (c) Merchant's breach or default or an alleged breach or default of or under any term, covenant, condition, representation, warranty, obligation, undertaking, promise or agreement contained in this Card Services Agreement or in any agreement (whether oral or written) with any cardholder, any agreement with any card association, or in any other agreement with Member or Global Direct, any breach or threatened breach by Merchant of the Card Association Rules or any violation by Merchant of Applicable Laws ; (d) the rescission, cancellation or avoidance of any card transaction, by operation of law, adjudication or otherwise; (e) any claim, counterclaim, complaint, dispute or defense, including, without limitation claims brought by Merchant with respect to this Card Services Agreement or a card transaction on which Merchant is not the prevailing party; (f) damages, including, without limitation, those for death or injury caused by the good or service purchased with the card; (g) for all web based, Internet or electronic commerce transactions including Merchant's insecure transmission of card transaction data and/or storage of cardholder information or (h) any compromise of card information or cardholder information resulting from, or for which any network organization or card association determines resulted from, Merchant's failure to abide by applicable security standards, including those found in the Card Association Rules. For purposes of this Agreement, including the foregoing indemnities to the extent not prohibited under applicable law, Merchant is responsible and liable for the acts and omissions of its employees, agents and representatives (whether or not acting within the scope of their duties).

12. **LIMITATION OF LIABILITY.**

12.1. ***Neither Member nor Global Direct nor any independent sales organization referring or providing services to Merchant ("ISO") shall be liable for failure to provide the Services or delay in providing the Services including processing delays or other non-performance if such failure is due to any cause or condition beyond such Party's reasonable control. Such causes or conditions shall include, but shall not be limited to, acts of God or the public enemy, acts of the government***

in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, riots, war, shortages of labor or materials, freight embargoes, unusually severe weather, breakdowns, operational failures, electrical power failures, telecommunications failures, equipment failures, unavoidable delays, the errors or failures of third party systems, non-performance of vendors, suppliers, processors or transmitters of information, or other similar causes beyond such party's control.

- 12.2. *To the maximum extent not prohibited by law, the liability of Global Direct, ISO, and Member for any loss arising out of or relating in any way to this Card Services Agreement, including but not limited to damages arising out of any malfunction of the equipment or the failure of the equipment to operate, the unavailability or malfunction of the equipment or the failure of the equipment to operate, the unavailability or malfunction of the Services, personal injury or property damage, shall, in the aggregate, be limited to actual, direct, and general money damages in an amount not to exceed the lesser of (a) three months' average charge paid by Merchant hereunder (exclusive of interchange fees, assessments, and any other fees or costs that are imposed by a third party in connection with Merchant's payment processing) for the Services during the previous 12 months or such lesser number of months as shall have elapsed subsequent to the Effective Date of this Card Services Agreement, and (b) \$50,000. This shall be the extent of Global Direct's, ISO's, and Member's liability arising out of or relating in any way to this Card Services Agreement, including alleged acts of negligence, breach of contract, or otherwise and regardless of the form in which any legal or equitable action may be brought against Global Direct, ISO, or Member, whether contract, tort, or otherwise, and the foregoing shall constitute Merchant's exclusive remedy.*
- 12.3. *Under no circumstances shall Global Direct, ISO, or Member be liable for special, consequential, punitive or exemplary damages, including lost profits, revenues and business opportunities, arising out of or relating in any way to this Card Services Agreement, even if Global Direct, ISO, or Member has been advised of the possibility of such damages. Under no circumstances shall Global Direct, ISO, or Member be liable for any settlement amounts pertaining to Switched Transactions; Merchant's recourse therefore shall be to the applicable card issuer. Member shall not be responsible or liable to Merchant for any action taken by Member (or the results thereof) that is authorized by this Agreement.*
- 12.4. *It is agreed that in no event will Global Direct, ISO, or Member be liable for any claim, loss, billing error, imposition of any allegedly improper fee(s), damage or expense arising out of or relating in any way to this Card Services Agreement which is not reported in writing to Global Direct by Merchant within 60 days of such failure to perform, or, in the event of a billing error or the imposition of any allegedly improper fee(s), within 90 days of the date of the invoice or applicable statement. Merchant expressly waives any such claim that is not brought within the time periods stated herein.*
- 12.5. *Global Direct agrees to maintain commercially reasonable levels of insurance coverage during the term of the Card Services Agreement consistent with the scope and nature of its business and applicable industry best practices. Upon reasonable request, Global Direct shall deliver a certificate of insurance reflecting its then-current policy coverage and carriers.*

13. **TERM AND TERMINATION.**

- 13.1. This Card Services Agreement shall remain in full force and effect for an initial term of one year from the Effective Date (the "**Initial Term**"); provided, however, that if Merchant is receiving these Terms and Conditions as an amendment to an existing Card Services Agreement, the amendment shall not affect the then-existing term. The Card Services Agreement will automatically renew for additional one-year periods ("**Renewal Term**" or "**Renewal Terms**", and together with the Initial Term, the "**Term**") unless Merchant gives 30 days' advance written notice of termination prior to the end of the then-current term. This Card Services Agreement is expressly made subject to the limitations of the Merchant's state constitution. Nothing herein shall constitute, nor be deemed to constitute, the creation of a debt or multiyear fiscal obligation or an obligation of future appropriations by Merchant, contrary to the any constitutional, statutory or charter debt limitation. Notwithstanding any other provision of this Card Services Agreement, with respect to any financial obligation of Merchant which may arise under this Card Services Agreement in any fiscal year, if the budget or other means of appropriations for any such year fails to provide funds in sufficient amounts to discharge such obligation, such failure shall not constitute a default or breach of this Card Services Agreement, including any sub-agreement, attachment, schedule, or exhibit thereto, by the Merchant.
- 13.2. Notwithstanding the foregoing, Global Direct or Member may terminate or suspend performance of this Card Services Agreement or any portion thereof upon written notice to Merchant. Furthermore, Global Direct may terminate this Card Services Agreement at any time without notice upon Merchant's default in performing under any provision of this Card Services Agreement; upon an unauthorized conversion of all or any part of Merchant's activity to mail order, telephone order, Internet order, or to any activity where the card is not physically present and swiped through the Merchant's terminal or other card reader; upon any failure to follow the Card Acceptance Guide or any Card Association Rules, upon any misrepresentation by Merchant; upon commencement of bankruptcy or insolvency proceedings by or against the Merchant; upon a material change in the Merchant's average ticket or volume as stated in the Merchant Application; where the rules or regulations of any card association require that Member and/or Global Direct terminate and/or suspend this Card Services Agreement; or in the event Global Direct or Member reasonably deems itself insecure (including, without limitation, credit, operational, reputational, financial, technological, security and/or fraud risk or exposure) in continuing this Card Services Agreement.

- 13.3. In addition, a termination by Global Direct shall serve as a termination of the entire Card Services Agreement, including with regard to any ACH Transaction Services provided hereunder. In the event that Global Direct and Member breach the terms and conditions hereof, the Merchant may, at its option, give written notice to Global Direct and Member of its intention to terminate this Card Services Agreement unless such breach is remedied within 30 days of such notice. Failure to remedy such a breach shall make this Card Services Agreement terminable, at the option of the Merchant, at the end of such 30-day period unless notification is withdrawn.
- 13.4. Any Merchant deposit of sales or credit slips that is accepted by Global Direct and Member or by a designated depository after the effective date of termination will be returned to Merchant and will not be credited (or debited) to Merchant's Account(s). If the deposit has already been posted to Merchant's Account(s), said posting will be reversed and the deposit returned to Merchant. Termination of this Card Services Agreement shall not affect Merchant's obligations which have accrued prior to termination or which relate to any indebtedness purchased hereunder prior to termination, including but not limited to chargebacks or liability assessments imposed, received, or processed after termination. In the event of termination, all equipment leased from, and software provided by, Global Direct including but not limited to imprinters, terminals, and printers; all supplies; Card Acceptance Guides; and operating instructions must be returned immediately to Global Direct at Merchant's expense.
- 13.5. Global Direct and Merchant acknowledge and agree that in addition to all other remedies available to Global Direct under the Card Services Agreement or as otherwise available in law or equity, if the Card Services Agreement is terminated prior to the expiration of the applicable Term of the Card Services Agreement for any reason other than for a material, uncured breach by Global Direct, Merchant agrees to pay Processor damages (the "**Damages**") determined by adding an account closure fee as follows (unless a different amount is disclosed on the Merchant Application): (1) \$250 for Merchants with less than twelve months remaining from the date of termination to the end of the then current Term, or; (2) \$500 for Merchants with more than twelve months remaining, or such portion of the foregoing as may be permitted by applicable law. Merchant hereby authorizes Global Direct to accelerate the payment of such applicable amount(s), as well as the right to deduct such total amount(s) from Merchant's Account referenced in Section 5, or to otherwise withhold the total amount(s) from amounts due to Merchant from Global Direct, immediately on or after the effective date of termination. If the Merchant's Account does not contain sufficient funds for the debit or the amount cannot be withheld by Global Direct from amounts due to Merchant, Merchant shall pay Global Direct the amount due within ten (10) days of the date of Global Direct's invoice for same.
- 13.6. Merchant agrees that such Damages shall also be due to Global Direct if Merchant discontinues submitting transactions for processing during the Term for a period of ninety (90) consecutive days, and is not designated on the Merchant Application, or by notice to Global Direct, as a seasonal merchant or as otherwise agreed to by Global Direct.
- 13.7. Merchant acknowledges and agrees that the Damages are not a penalty but rather are a reasonable computation of the financial harm caused by the termination of the Merchant Agreement or the cessation of processing activity by Merchant. Such amount(s) shall not be in lieu of but in addition to any payment obligations for Services already provided hereunder (or that Global Direct may continue to provide), which shall be an additional cost, and any and all other damages to which Global Direct may be entitled hereunder apart from Merchant's breach of this Section 13. Notwithstanding the foregoing, if Merchant provides Global Direct with written notice within forty-five (45) days of Merchant's execution of this Card Services Agreement that it wishes to terminate this Card Services Agreement immediately, Merchant shall not be responsible for the payment of the above-referenced amount(s), but shall be responsible for compliance with all other terms and conditions set forth in this Card Service Agreement, including but not limited to payment for all fees incurred prior to the termination of this Card Services Agreement.
14. **RETURNED ITEMS/CHARGEBACKS.** If a cardholder disputes any transaction, if a transaction is charged back for any reason by a cardholder or the card issuing institution, or if Global Direct or Member has any reason to believe an indebtedness previously purchased is questionable, not genuine, or is otherwise unacceptable, the amount of such indebtedness may be charged back and deducted from any payment due to Merchant or may be charged against any of Merchant's Accounts or the Reserve Account (as defined below). Merchant acknowledges and agrees that it is bound by the Card Association Rules with respect to any chargeback. Merchant further acknowledges that it is solely responsible for providing Global Direct and Member with any available information to re-present a chargeback and that, regardless of any information it provides or does not provide Global Direct and Member in connection with a chargeback, or any other reason, Merchant shall be solely responsible for the liability related to such chargeback. If any such amount is uncollectible through withholding from any payments due hereunder or through charging Merchant's accounts or the Reserve Account, Merchant shall, upon demand by Global Direct, pay Global Direct the full amount of the chargeback. Merchant understands that obtaining an authorization for any sale shall not constitute a guarantee of payment, and such sales slips can be returned or charged back to Merchant like any other item hereunder.
15. **RESERVE ACCOUNT; HOLDBACK RIGHTS.**
- 15.1. At any time, Global Direct and Member may, at their option, establish a reserve account to secure the performance of Merchant's obligations under this Card Services Agreement to such party ("**Reserve Account**"). The Reserve Account may be funded, at Global Direct's sole discretion, through any or all of the following: (a) direct payment by Merchant—at the request of Global Direct or Member, Merchant will deposit funds in the Reserve Account; or (b) the proceeds of indebtedness presented for purchase.

Merchant hereby grants Member a security interest in all accounts referenced in section 5 or any other accounts, including certificates of deposits, maintained by Merchant with any designated depository or other financial institution and authorizes Global Direct (to the extent authorized by Member) or Member to make such withdrawals at such times and in such amounts as it may deem necessary hereunder. Merchant hereby instruct said financial institutions to honor any requests made by Global Direct and Member under the terms of this provision. To the extent not prohibited under applicable law, Merchant will hold harmless the financial institutions and indemnify them for any claims or losses they may suffer as a result of honoring withdrawal requests from Global Direct and Member.

- 15.2. Merchant hereby agrees that Global Direct and Member may deduct from this Reserve Account any amount owed to such party in accordance with this Card Services Agreement. Any funds in the Reserve Account may be held until the later of (a) the expiration of any potentially applicable chargeback rights in respect of purchased indebtedness under the Card Association Rules or (b) the period necessary to secure the performance of Merchant's obligations under this Card Services Agreement, which holding period may extend beyond termination of this Card Services Agreement. Merchant shall have no ownership interest or property rights in the Reserve Account or the funds therein, will not receive any interest on funds being held in a Reserve Account, and has no right to access the funds being held in the Reserve Account or otherwise transfer, pledge or use these funds for its own purposes. Without limiting the generality of the foregoing, upon termination of this Card Services Agreement, Global Direct and Member may maintain the sum of at least five percent of gross sales for the 90-day period prior to termination to be held in a Reserve Account in accordance with the terms of this Card Services Agreement. Global Direct may, at its discretion upon termination of this Card Services Agreement, require that the Merchant maintain more than five percent of gross sales for the 90-day period prior to termination in a Reserve Account.
- 15.3. In addition to any of the other rights granted to Global Direct and Member hereunder, in the event that Global Direct and/or Member, at any time during the term of this Card Services Agreement, determine in its or their commercially reasonable discretion that it may be prudent or necessary to do so as a result of any unusual, suspicious, or risk-exposing activity (including, without limitation, money laundering, invalid sales transactions, counterfeit transactions, altered or duplicate transactions, activity related to a suspected data compromise event or other breach of security standards, or excessive chargebacks), then Member or Global Direct on behalf of Member may, without notice, hold funds otherwise payable to Merchant for such period as Global Direct and/or Member, in its or their commercially reasonable discretion, deem necessary, to provide security against liability for such activity, plus other costs or liabilities reasonably anticipated to be due to Global Direct and/or Member related to the same. To the extent (i) the investigation conducted by Global Direct and/or Member with respect to the unusual, suspicious, or risk-exposing activity determines that such activity is reasonably likely to result in amounts being due from you to Global Direct and/or Member, and (ii) Global Direct and/or Member require the establishment, replenishment, or increase of a Reserve Account in connection therewith, then the funds held may be used to fund such Reserve Account.

16. **DEFAULT/SECURITY INTEREST.**

- 16.1. Upon failure by Merchant to meet any of its obligations under this Card Services Agreement (including funding the Reserve Account), any of the accounts referred to in section 5 may be debited without notice to Merchant, and Merchant (on behalf of itself and its affiliated entities) hereby grants to Member, Global Direct a lien and security interest in all of Merchant's right, title and interest in or to any of the following assets or properties, if any: (a) all of the accounts referenced in the preceding sentence, (b) the Reserve Account (without in any way suggesting that Merchant has ownership interest or property rights in the Reserve Account or the funds therein), (c) any rights to receive credits or payments under this Card Services Agreement and (d) all deposits and other property of Merchant that Member or its affiliates possess or maintain (including all proceeds of the foregoing). Merchant shall execute, acknowledge or deliver any documents or take any actions Member, Global Direct may from time to time request to better assure, preserve, protect, perfect, maintain or enforce this security interest. To the extent not prohibited by law, Merchant irrevocably authorizes Member, Global Direct to file any financing statements (at Merchant's expense) in any relevant jurisdiction or any other documents or instruments related to this security interest. Except as provided in section 15 (relating to the Reserve Account), Merchant represents and warrants that (a) Merchant has good and valid rights and title to the property described herein, (b) Merchant has full power and authority to grant to Member the security interest pursuant hereto and to execute, deliver and perform its obligations in accordance with the terms of this Card Services Agreement, without the consent or approval of any other person or entity, (c) no other person or entity has a security interest or lien in any of the property described herein and (d) this security interest is a first lien security interest and secures Merchant's obligations to Member under this Card Services Agreement. Member shall have all rights of a secured party and Merchant must obtain the prior written consent of Member before granting any subsequent security interest or lien in the property described herein. Merchant agrees that it is Merchant's intent that these accounts and secured property shall to the extent allowed by applicable law not be subject to any preference, claim, or stay by reason of any bankruptcy or insolvency law. Merchant agrees to act consistently with the understanding that said accounts and secured property under this Card Services Agreement are free of all such preferences, claims or stays by reason of and as allowed by any such law. The scope of the security interest, and Merchant's (on behalf of itself and its affiliated entities) instructions to its financial institutions to accept withdrawal requests from Global Direct, Member, and Merchant's agreement to hold such institutions harmless and to indemnify them, to the extent not prohibited under applicable law, are described above in section 15.
- 16.2. Merchant also agrees that, in the event of a default by Merchant, Member has rights of setoff and recoupment and may apply any of Merchant's balances or any other monies due Merchant from Member towards the payment of amounts due from Merchant

under the terms of this Card Services Agreement. The rights stated herein are in addition to any other rights Global Direct or Member may have under applicable law.

17. DISPUTE RESOLUTION AND CLASS ACTION WAIVER

- 17.1. Any litigated action regarding, relating to or involving the validity, scope and/or enforceability of this Card Services Agreement, shall be brought in either the courts of the state of Georgia sitting in Muscogee County or the United States District Court for the Middle District of Georgia, and Merchant and Global Direct expressly agree to the exclusive jurisdiction of such courts. Merchant and Global Direct hereby agree and consent to the personal jurisdiction and venue of such courts, and expressly waive any objection that Merchant or Global Direct might otherwise have to personal jurisdiction or venue in such courts.
- 17.2. **Class Action Waiver: Merchant acknowledges and agrees that all disputes arising out of or related to this Card Services Agreement shall be resolved on an individual basis without resort to any form of class action and shall not be consolidated with the claims of any other parties. Merchant further agrees to waive, and hereby waives, the right to participate in a class action or to litigate or arbitrate on a class wide basis.**
- 17.3. Merchant hereby agrees that claims applicable to American Express may be resolved through arbitration as further described in the American Express Merchant Requirements Guide (the "**American Express Guide**").

18. **AMENDMENTS.** Global Direct shall have the right to modify or amend the terms and conditions of this Card Services Agreement or the Card Acceptance Guide, including, without limitation, the right to modify, amend, or supplement applicable fees, charges, and/or discounts. Modifications and amendments related to changes to the Card Association Rules, changes to the fees charged by the card associations, Member, or other third parties, or in response to changes in applicable laws or regulations (collectively, a "**Third Party Change**") may be made effective immediately, with or without notice. Modifications or amendments unrelated to a Third Party Change shall be effective upon the date specified in a notice to the Merchant (the "**Change Notice**"), provided that the date shall not be fewer than five business days after the date of such Change Notice. Following the Effective Date, in the event of any modification or amendment not related to a Third Party Change, Merchant shall have the right to terminate this Card Services Agreement, without liability for premature termination pursuant to section 13, by providing written notice thereof to Global Direct, provided that such notice must be given within five business days following the date of the Change Notice. If Merchant provides written objection to such changes or amendments, Merchant shall have 15 calendar days from receipt of such changes or amendments to provide written notice to Global Direct of its desire to terminate this Card Services Agreement. Following receipt of such written notice, the amendments communicated by Global Direct or Member shall not take effect, and the Card Services Agreement shall continue under the prior terms for a period of up to 30 days. At the end of such 30-day period, this Card Services Agreement shall terminate and Merchant's ability to utilize the Services will cease. Other than the amendments set forth above, this Card Services Agreement may be amended only in writing signed by Global Direct, Member, and Merchant.

19. **WAIVER.** No provision of this Card Services Agreement shall be deemed waived by any party unless such waiver is in writing and signed by the party against whom enforcement is sought. No failure to exercise, and no delay in exercising on the part of any party hereto, any right, power or privilege under this Card Services Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege under this Card Services Agreement preclude any other or further exercise thereof or the exercise of any other right, power, or privilege.

20. **EXCHANGE OF INFORMATION.** Merchant authorizes Global Direct to order a credit report on Merchant. Merchant hereby authorizes Member or any depository institution to release any financial information concerning Merchant or its accounts to Global Direct. Subsequent credit reports may be ordered in connection with updating, renewing or continuing this Card Services Agreement. Upon the written request of any individual who is the subject of a consumer credit report, Global Direct will provide the name and address of the consumer credit reporting agency furnishing such report, if any. Global Direct may exchange information about Merchant with Member, other financial institutions and credit card associations, network organizations and any other party. Merchant hereby authorizes Global Direct to disclose information concerning Merchant's activity to any card association, network organizations, or any of their member financial institutions, or any other party without any liability whatsoever to Merchant.

21. **SEVERABILITY; CONSTRUCTION.** If any provision of this Card Services Agreement or portion thereof is held to be unenforceable, such a determination will not affect the remainder of this Card Services Agreement. Paragraph headings are included for convenience only and are not to be used in interpreting this Card Services Agreement.

22. **NOTICES.** All notices from Merchant to Global Direct or Member under this Card Services Agreement shall be in writing and shall be sent by facsimile, by overnight carrier, or by regular or certified mail. All notices sent to Global Direct or Member shall be effective upon actual receipt by the Corporate Secretary of Global Payments Direct, Inc., 3550 Lenox Road NE, Suite 3000, Atlanta GA 30326. Any notices from Global Direct or Member to Merchant under this Card Services Agreement shall be effective upon the earlier of actual receipt or upon sending such notice to the address provided by Merchant in the Merchant Application or to any other e-mail or physical address to which notices, statements and/or other communications are sent to the Merchant hereunder or via electronic posting or notification accessible to Merchant on Global Direct's Merchant Portal (<https://reporting.globalpay.com/login>) or any successor online reporting tool. The parties hereto may

change the name and address of the person to whom notices or other documents required under this Card Services Agreement must be sent at any time by giving notice to the other party.

23. **MERGER.** This Card Services Agreement, including these Card Services Terms & Conditions and the Merchant Application, constitutes the entire agreement between Merchant, Global Direct, and Member and supersedes all prior memoranda or agreements relating thereto, whether oral or in writing.
24. **EFFECTIVE DATE.** If Merchant is receiving these Terms and Conditions as an amendment to an existing Card Services Agreement, the Terms and Conditions shall be effective upon receipt. Otherwise, this Card Services Agreement shall become effective only upon acceptance by Global Direct and Member, or upon delivery of indebtedness at such locations as designated by Global Direct for purchase, whichever event shall first occur. In either event, such date is referred to herein as the "**Effective Date.**"
25. **DESIGNATION OF DEPOSITORY.** The financial institution set forth in the Merchant Application is designated by Merchant as a depository institution ("**Depository**") for its credit card indebtedness. Such financial institution must be a member of an Automated Clearing House Association. Merchant authorizes payment for indebtedness purchased hereunder to be made by paying Depository therefore with instructions to credit Merchant's Accounts. Depository, Member, and/or Global Direct may charge any of Merchant's Accounts at Depository for any amount due under this Card Services Agreement. Global Direct must approve in writing any proposed changes to the Account(s) or to the Depository. Merchant represents and warrants that: (a) the Account(s) will always be in the same legal and DBA (if applicable) name as Merchant's name on the Merchant Application; (b) Merchant will own and maintain control of the Account(s) and will keep such Account(s) open at all times during the term and as long as any Reserve Account is in effect; and, (c) the Account(s) will not be associated with any merchant processing activity that is illegal or prohibited by the Card Association Rules or Applicable Law, including without limitation merchant processing activity associated with other accounts and/or processors. Merchant hereby authorizes Depository to release any and all account information to Global Direct as Global Direct may request without any further authorization, approval or notice from or to Merchant.
26. **FINANCIAL ACCOMMODATION.** The acquisition and processing of sales slips hereunder is a financial accommodation and, as such, in the event Merchant becomes a debtor in bankruptcy, this Card Services Agreement cannot be assumed or enforced, and Global Direct and Member shall be excused from performance hereunder.
27. **AUTHORIZED USERS.** To the extent Merchant is granted electronic access to any systems or portals of Global Direct, Merchant shall be responsible for (i) ensuring that only authorized users of such systems or portals access the same; (ii) keeping all logins, user names, and passwords confidential; and (iii) promptly notifying Global Direct of any unauthorized access of such logins, user names, or passwords; and (iv) all actions taken by anyone using such access, logins, user names, or passwords, even if such actions were not authorized by Merchant.
28. **TAXES.** Merchant shall be solely responsible for the calculation, collection, and remittance of any sales tax imposed by any government authority in connection with the provision of Merchant's goods or services. Unless Merchant is otherwise exempt (and can prove such exemption to Global Direct and/or Member's satisfaction), Merchant agrees to pay all taxes imposed on the services, equipment, or other property provided to Merchant pursuant to this Agreement.
29. **REPORTING.** Merchant acknowledges that, under the Card Association Rules, certain merchant activity and terminations of merchant processing agreements may result in Global Direct or Member reporting merchants and their principals for inclusion on a terminated merchant file (e.g., the "MATCH" list). Merchant, on behalf of itself and its principals, hereby consents to such reporting and waives any claim related to the same, even in instances where Merchant or its principals believe that reporting to have been improper or in error.
30. **RELATIONSHIP OF THE PARTIES.** Merchant designates Global Direct and Member as its agent to receive payments for transactions processed pursuant to this Card Services Agreement. Neither Global Direct nor Member, however, shall be considered a partner or fiduciary to Merchant, and nothing in this Card Services Agreement or the rendition of services related to this Card Services Agreement shall be deemed to create a joint venture, partnership, or fiduciary relationship between or among the parties. Rather, the relationship among the parties to this Card Services Agreement is an arm's length commercial relationship.
31. **DEBIT / ATM PROCESSING SERVICES: ADDITIONAL TERMS AND CONDITIONS.**
- 31.1. Debit Sponsor shall act as Merchant's sponsor with respect to the participation of point-of-sale terminals owned, controlled, and/or operated by Merchant (the "**Covered Terminals**") in each of the following debit card networks ("**Debit Networks**"): Accel, AFFN, Alaska Option, CU24, Interlink, Maestro, NYCE, Pulse, Shazam, Star, and Tyme, which Debit Networks may be changed from time-to-time by Debit Sponsor or Global Direct without notice. Merchant may also have access to other debit networks that do not require a sponsor. Global Direct will provide Merchant with the ability to access the Debit Networks at the Covered Terminals for the purpose of authorizing debit card transactions from cards issued by the members of the respective Debit Networks. Global Direct will provide connection to such Debit Networks, terminal applications, settlement, and reporting activities.
- 31.2. Merchant will comply with all Applicable Laws and with all by-laws, regulations, rules, and operating guidelines of the Debit Networks ("**Network Rules**"). Merchant will execute and deliver any application, participation, or membership agreement or other document necessary to enable Debit Sponsor to act as sponsor for Merchant in each Debit Network. Merchant agrees to utilize the debit card Services in accordance with the Card Services Agreement, its exhibits or attachments, and Global Direct's

instructions and specifications (including but not limited to the Card Acceptance Guide which is incorporated into and made a part of this Card Services Agreement), and to provide Global Direct with the necessary data in the proper format to enable Global Direct to properly furnish the Services. Copies of the relevant agreements or operating regulations shall be made available to Merchant upon request.

31.3. Merchant shall not in any way indicate that Debit Sponsor endorses Merchant's activities, products, or services. Debit Sponsor and Merchant are and shall remain independent contractors of one another, and neither they, nor their respective individual employees, shall have or hold themselves out as having any power to bind the other to any third party. Nothing contained in this section shall be construed to create or constitute a partnership, joint venture, employer-employee, or agency relationship between Debit Sponsor and Merchant.

31.4. In the event that Debit Sponsor's sponsorship of Merchant in any Network is terminated prior to the termination of the Card Services Agreement, Global Direct may assign Debit Sponsor's rights and obligations hereunder to a third party. All provisions in this section necessary to enforce the rights and obligations of the parties contained in this section shall survive the termination of Debit Sponsor's debit sponsorship of Merchant under the Card Services Agreement. Debit Sponsor may assign this Agreement to any parent, subsidiary, affiliate, or successor-in-interest.

32. **MERCHANT ACCEPTANCE OF EBT TRANSACTIONS: ADDITIONAL TERMS AND CONDITIONS.** If Merchant accepts EBT transactions (as defined in section 2, Services Descriptions), Merchant agrees to issue Benefits to Recipients in accordance with the procedures specified herein, and in all documentation and user guides provided to Merchant by Global Direct, as amended from time-to-time (including but not limited to the Card Acceptance Guide which is incorporated into and made a part of this Card Services Agreement); and pursuant to the Quest Operating Rules (the "**Quest Rules**"), as amended from time-to-time, issued by the National Automated Clearing House Association as approved by the Financial Management Service of the U.S. Treasury Department. Unless otherwise defined herein, all capitalized terms shall have the meanings ascribed them in the Rules. Merchant will provide each recipient a receipt of each Benefit issuance. Merchant will be solely responsible for Merchant's issuance of Benefits other than in accordance with authorizations. Merchant agrees to comply with all the requirements, laws, rules and regulations pertaining to the delivery of services to Benefit Recipients and Benefit Recipient confidentiality. If Merchant issues FS Benefits under this Card Services Agreement, Merchant represents and warrants to Global Direct that Merchant is an FNS-authorized "**Merchant**" (as such term is defined in the Rules) and is not currently suspended or disqualified by FNS. Merchant agrees to secure and maintain at its own expense all necessary licenses, permits, franchises, or other authorities required to lawfully effect the issuance and distribution of Benefits under this Card Services Agreement, including without limitation, any applicable franchise tax certificate and non-governmental contractor's certificate, and covenants that Merchant will not issue Benefits at any time during which Merchant is not in compliance with the requirements of any applicable law. Merchant agrees to hold Global Direct harmless from any costs of compliance or failure to comply with any such obligation by Merchant. Global Direct may terminate or modify the provision of Services to Merchant if any of Global Direct's agreements with government EBT agencies are terminated for any reason or if any party threatens to terminate services to Global Direct due to some action or inaction on the part of Merchant. If any of these Card Services Terms & Conditions are found to conflict with Federal or State law, regulation or policy of the Rules, these Card Services Terms & Conditions are subject to reasonable amendment by Global Direct, the State or its EBT Service Provider to address such conflict upon 90 days written notice to Merchant, provided that Merchant may, upon written notice, terminate the Card Services Agreement upon receipt of notice of such amendment. Nothing contained herein shall preclude the State from commencing appropriate administrative or legal action against Merchant or for making any referral for such action to any appropriate Federal, State, or local agency. Any references to "**State**" herein shall mean the State in which Merchant issues Benefits pursuant hereto. If Merchant issues Benefits in more than one State pursuant hereto, then the reference shall mean each such State severally, not jointly.

33. **DECLINE MINIMIZER SERVICES.** In the event that Merchant elects to use Global Direct's Decline Minimizer Service (as defined herein below), the following terms apply. Merchant represents and warrants that its business is of such a nature that it periodically needs to receive updated cardholder account information and that Merchant does not belong to any high-risk categories as determined by any Card Schemes. In consideration of Merchant's payment of any fees and charges set forth herein, Global Direct agrees to provide to Merchant certain Card decline minimizer services facilitated by applicable card associations, which services are designed to assist merchants in recurring payment industries with maintenance of current cardholder account data (such services, the "**Decline Minimizer Services**"). The Decline Minimizer Services are subject to availability as determined by the card associations. Merchant acknowledges that a card association may terminate or suspend Global Direct's ability or right to provide the Decline Minimizer Services, and Global Direct may terminate its obligations with respect to the Decline Minimizer Service at any time upon notice to Merchant. The Decline Minimizer Services may be subject to additional terms, conditions, and/or fees, notice of which shall be provided to Merchant in accordance with this Agreement.

34. **CALLPOP OPENEDGE SERVICES.**

34.1. Global Direct offers hardware and services, which may include but are not limited to, phone/fax to VOIP smart box converter, phone analytics, two-way calling, call notes and call history, quick text for incoming and missed calls, reviews via text, text to pay, smart caller ID, reporting portal(s), and mobile application(s) among other things (collectively, the "**CallPop OpenEdge Services**") for Merchant's sole use with its internal business operations.

34.2. In the event that Merchant elects to use Global Direct's CallPop OpenEdge Services (as defined above), the following terms apply. In consideration of Merchant's payment of the fees and charges set forth in the Merchant Application with respect to Global Direct's

CallPop OpenEdge Services, and subject to the terms and conditions herein, Global Direct agrees to provide Merchant certain CallPop Services and hereby grants Merchant a limited, non-exclusive, non-sublicensable, non-transferable license in the United States of America to access and use the CallPop Open Edge Services (as defined above) solely for Merchant's internal business operations. Merchant shall not and shall not permit or authorize any other party to (a) decompile, disassemble, reverse engineer, or otherwise attempt to discern the source code of the CallPop OpenEdge Services; or (b) copy, modify, enhance, or otherwise create derivative works of the CallPop OpenEdge Services. Either party may terminate or suspend the CallPop OpenEdge Services without terminating the rest of the Agreement pursuant to the termination and/or suspension rights specified in the Agreement. Notwithstanding the foregoing, Global Direct may terminate its obligations with respect to the CallPop OpenEdge Services at any time upon notice to Merchant. The CallPop OpenEdge Services may be subject to additional terms, conditions, and/or fees, notice of which shall be provided to Merchant in accordance with this Agreement.

34.3. ***Notwithstanding anything to the contrary herein, excepts as expressly provided herein, Global Direct makes no representation or warranty, express or implied with respect to the CallPop OpenEdge Services, including without limitation, any hardware provided in connection therewith. Global Direct specifically disclaims all warranties as to the merchantability, condition, design, or compliance with specifications or standards, and expressly disclaims all implied warranties, including without limitation implied warranties of merchantability, fitness for a particular use, or noninfringement of third party rights, with respect to the CallPop OpenEdge Services. Global Direct does not warrant that the CallPop OpenEdge Services will operate without interruption or on an error-free basis. Global Direct shall have not liability to Merchant for incidental, special, consequential, indirect or exemplary damages, including without limitation lost profits, revenues and business opportunities, or damages for injury to person or property, arising out of or in connection with the use by Merchant of the CallPop OpenEdge Services.***

35. **DISCOVER PROGRAM MARKS.** Merchant is hereby granted a limited non-exclusive, non-transferable license to use Discover brands, emblems, trademarks, and/or logos that identify Discover cards ("**Discover Program Marks**"). Merchant is prohibited from using the Discover Program Marks other than as expressly authorized in writing by Global Direct. Merchant shall not use the Discover Program Marks other than to display decals, signage, advertising and other forms depicting the Discover Program Marks that are provided to Merchant by Global Direct pursuant to this Card Services Agreement or otherwise approved in advance in writing by Global Direct. Merchant may use the Discover Program Marks only to promote the services covered by the Discover Program Marks by using them on decals, indoor and outdoor signs, advertising materials and marketing materials; provided that all such uses by Merchant must be approved in advance by Global Direct in writing. Merchant shall not use the Discover Program Marks in such a way that customers could believe that the products or services offered by Merchant are sponsored or guaranteed by the owners of the Discover Program Marks. Merchant recognizes that it has no ownership rights in the Discover Program Marks and shall not assign to any third party any of the rights to use the Discover Program Marks.

36. **PAYPAL MARKS.** PayPal Marks means the brands, emblems, trademarks, and/or logos that identify PayPal Acceptance. Merchant shall not use the PayPal Marks other than to display decals, signage, advertising, and other forms depicting the PayPal Marks that are provided to Merchant by Global Direct pursuant to the Merchant Program or otherwise approved in advance in writing by Acquirer. Merchant may use the PayPal Marks only to promote the services covered by the PayPal Marks by using them on decals, indoor and outdoor signs, advertising materials and marketing materials; provided that all such uses by Merchant must be approved in advance by Global Direct in writing. Merchant shall not use the PayPal Marks in such a way that customers could believe that the products or services offered by Merchant are sponsored or guaranteed by the owners of the PayPal Marks. Merchant recognizes that it has no ownership rights in the PayPal Marks. Merchant shall not assign to any third party any of the rights to use the PayPal Marks. Merchant is prohibited from using the PayPal Marks, not permitted above, unless expressly authorized in writing by PayPal.

37. **AMERICAN EXPRESS CARD ACCEPTANCE.**

37.1. If Merchant accepts American Express transactions, Merchant hereby acknowledges and agrees that for purposes of acceptance of American Express, the American Express Guide is hereby incorporated by reference into this Card Services Agreement. In addition, Merchant agrees to comply with the terms of all other security and operational guides published by American Express from time to time, including the American Express Data Security Requirements. Merchant hereby authorizes Global Direct to submit American Express transactions to, and receive settlement from, American Express on behalf of Merchant. Merchant must accept the American Express card as payment for goods and services (other than those goods and services prohibited under the American Express Guide sold, or (if applicable) for charitable contributions made, at all of its establishments, except as expressly permitted by state statute. Merchant is jointly and severally liable for the obligations of Merchant's establishments under the Card Services Agreement. For the avoidance of doubt, "**cardholder**" as used in this Card Services Agreement shall include Card Members as defined in the American Express Guide.

37.2. Merchant hereby acknowledges and agrees that (i) Global Direct may disclose American Express Transaction Data (which for purposes of this section 37 shall have the same definition as "**Transaction Data**" in the American Express Guide), Merchant Data (as defined below), and other information about Merchant to American Express, (ii) American Express may use such information to perform its responsibilities in connection with the American Express Program, promote the American Express Network, perform analytics and create reports, and for any other lawful business purpose, including marketing purposes, and (iii) American Express may use the information obtained in this application at the time of setup to screen and/or monitor Merchant in connection with American Express Card marketing and administrative purposes. If Merchant has provided a wireless phone number in connection with this Card Services Agreement, Merchant hereby agrees that it may be contacted at that number and the communications sent

may include autodialed text messages or automated prerecorded calls. If Merchant has provided a fax number, Merchant hereby agrees that it may be sent fax communications. To opt out of American Express-related marketing communications, Merchant may contact Global Direct customer service as described in this Card Services Agreement. For purposes of this section 37, "**Merchant Data**" means names, postal and email addresses, tax ID numbers, names and social security numbers of the authorized signer of Merchant and similar identifying information about Merchant. For clarification, Merchant Data does not include American Express Transaction Data.

- 37.3. Merchant hereby agrees that, in the event that Merchant becomes a High Charge Volume Merchant (as defined below), Merchant will be converted from the American Express Program to a direct American Express Card acceptance relationship with American Express, and upon such conversion, (i) Merchant will be bound by American Express' then-current card acceptance agreement, and (ii) American Express will set pricing and other fees payable by Merchant for American Express Card acceptance. "**High Charge Volume Merchant**" for purposes of this section 37 means an American Express Program Merchant with either (i) greater than \$1,000,000 in American Express charge volume in a rolling twelve (12) month period or (ii) greater than \$100,000 in American Express charge volume in any three (3) consecutive months. For clarification, if Merchant has multiple establishments, the American Express charge volume from all establishments shall be summed together when determining whether Merchant has exceeded the thresholds above.
- 37.4. Merchant shall not assign to any third party any American Express-related payments due to it under this Card Services Agreement, and all indebtedness arising from American Express Charges (as defined below) will be for bona fide sales of goods and services (or both) at its establishments (as defined below) and free of liens, claims, and encumbrances other than ordinary sales taxes; provided, however, that Merchant may sell and assign future American Express transaction receivables to Global Direct, its affiliated entities and/or any other cash advance funding source that partners with Global Direct or its affiliated entities, without consent of American Express.
- 37.5. In connection with Merchants acceptance of American Express, Merchant agrees to comply with and be bound by, the rules and regulations imposed by the Payment Card Industry (PCI) Security Standards Council (including without limitation the PCI Data Security Standard). Merchant hereby agrees to report all actual or suspected Data Incidents (as such term is defined in the American Express Data Security Requirements) immediately to Global Direct and American Express immediately upon discovery thereof.
- 37.6. Merchant hereby agrees that American Express shall have third party beneficiary rights, but not obligations, to enforce the Card Services Agreement against Merchant to the extent applicable to American Express processing. Merchant's termination of American Express card acceptance shall have no direct or indirect effect on Merchant's rights to accept other card brands. To terminate American Express acceptance, Merchant may contact Global Direct customer service as described in this Card Services Agreement.
- 37.7. Without limiting any other rights provided herein, Global Direct shall have the right to immediately terminate Merchant's acceptance of American Express cards upon request of American Express. Merchant may not bill or collect from any American Express Card Member for any purchase or payment on the American Express card unless a chargeback has been exercised, Merchant has fully paid for such charge, and it otherwise has the right to do so. Merchant shall use the American Express brand and marks in accordance with the requirements set forth in the American Express Guide.

38. ELECTRONIC SIGNATURES.

- 38.1. Under the Electronic Signatures in Global and National Commerce Act (E-Sign), this Card Services Agreement and all electronically executed documents related hereto are legally binding in the same manner as are hard copy documents executed by hand signature when (1) your electronic signature is associated with the Card Services Agreement and related documents, (2) you consent and intend to be bound by the Card Services Agreement and related documents, and (3) the Card Services Agreement is delivered in an electronic record capable of retention by the recipient at the time of receipt (i.e., print or otherwise store the electronic record). This Card Services Agreement and all related electronic documents shall be governed by the provisions of E-Sign.
- 38.2. By pressing Submit, you agree (i) that the Card Services Agreement and related documents shall be effective by electronic means, (ii) to be bound by the terms and conditions of this Card Services Agreement and related documents, (iii) that you have the ability to print or otherwise store the Card Services Agreement and related documents, and (iv) to authorize us to conduct an investigation of your credit history with various credit reporting and credit bureau agencies for the sole purpose of determining the approval of the applicant for merchant status or equipment leasing. This information is kept strictly confidential and will not be released.

39. SURCHARGES/OTHER FEES.

- 39.1. Merchant pricing appears in the Card Services Fee Schedule of the Merchant Application. Merchant may also be charged certain fees and assessments established by the card associations and debit networks, which may be passed through to Merchant. T&E merchants (airline, car rental, cruise line, fast food, lodging, restaurant, travel agent, transportation) may have separate rates quoted for consumer and commercial (business) transactions. Transactions that do not clear as priced are subject to surcharges

(as outlined in Merchant Application) that are billed back to you on your monthly statement. The most predominant market sectors and transactions types for surcharges appear below, however, such sectors and transaction types are not comprehensive and are subject to change. Most surcharges can be avoided by using a product that supports authorization and market data requirements established by the card associations and that are subject to change from time to time. Some surcharges occur on specific types of cards (including without limitation Visa Rewards Card, Visa Signature Card, Visa Signature Preferred Card, Visa Infinite Card, Mastercard Rewards Card, Mastercard World Card, Mastercard World Elite Card, Discover Rewards Card, Discover Premium Card, Discover Premium Plus Card, and "foreign" cards issued outside the United States). Unless your Card Services Fee Schedule specifically addresses commercial cards (i.e., Business Cards, Corporate Cards, Fleet Cards, GSA Cards, Purchase Cards), you will be billed back for the higher cost of acceptance of commercial cards, unless you are primarily a business-to-business supplier with corresponding pricing based on acceptance of commercial cards. The card associations require that information from the original authorization, including a lifecycle identifier, be retained and returned with subsequent authorizations and/or the settled transaction data. The card associations validate this information as part of the clearing and settlement process. If authorization data is not retained and returned at settlement, then the transaction will not clear as priced and will incur a surcharge. For more information concerning surcharging and to view market data, you may wish to check the Global Direct website (www.globalpaymentsinc.com) for best practices information and to license Global Access @dantage (GA@) or Business View for transaction detail review.

- 39.2. The card associations validate this information as part of the clearing and settlement process. If authorization data is not retained and returned at settlement, then the transaction will not clear as priced and will incur a surcharge. For more information concerning surcharging and to view market data, you may wish to check the Global Direct website (www.globalpaymentsinc.com) for best practices information and to license Global Access @dantage (GA@) or Business View for transaction detail review. The items listed in this section 39 are not and are not intended to be a comprehensive list of all instances in which surcharges may apply. Surcharges may apply in additional situations. All surcharges may include additional fees assessed by the applicable card association and Member or Global Direct.
- 39.3. In addition, Merchant may be assessed additional fees which will be in addition to the fees stated on the Merchant Application, including the following:
- 39.4. Merchant will also be assessed (a) Cross-Border fees and a U.S. Acquirer Support fee for international Mastercard and Maestro transactions. (b) an International Service Assessment fee and International Acquirer fee for international Visa transactions, and (c) an International Processing fee and International Service fee for international Discover transactions. These fees, which are applicable to transactions between Merchant and a non-U.S. Mastercard, Maestro, Visa, American Express, or Discover cardholder will be displayed as a separate item on Merchant's monthly statement and may include fees assessed by both the applicable card association and Member or Global Direct.
- 39.5. Merchant will also be assessed per transaction access or participation fees and assessment rates for Visa, Mastercard, American Express, Discover and PayPal transactions, which will be displayed as a separate item on Merchant's monthly statement and may include fees by both the applicable card association and Member or Global Direct. Merchant will also be assessed a Discover Network Authorization Fee.
- 39.6. Merchant may also be assessed a PCI DSS Compliance fee, which will appear as a separate item on Merchant's monthly statement. This fee is assessed by Member and Global Direct in connection with Member and Global Direct's efforts to comply with the PCI Data Security Standard and does not ensure Merchant's compliance with the PCI Data Security Standard or any law, rule or regulation related to cardholder data security. The payment of such fee shall not relieve Merchant of its responsibility to comply with all rules and regulations related to cardholder data security, including without limitation the PCI Data Security Standard. Merchant may also be assessed a PCI DSS Non-Compliance fee until they validate compliance or confirm they are using a PA DSS Validated payment application.
- 39.7. Merchant will also be assessed the following fees on or related to Visa transactions: the Visa Misuse of Authorization System fee, which will be assessed on authorizations that are approved but never settled with the Merchant's daily batch, the Visa Zero Floor Limit Fee, which will be assessed on settled transactions that were not authorized, the Visa Zero Dollar Verification fee, which will be assessed on transactions where Merchant requested an address verification response without an authorization, the Visa Transaction Integrity fee, which will be assessed on Visa signature debit and prepaid transactions that fail to meet processing and transaction standards defined by Visa, and a monthly fee based on the number of card present Merchant locations by Merchant taxpayer identification number and/or all Visa volume processed by a Merchant's taxpayer identification number. Merchant will also be assessed a Mastercard CVC2 Transaction fee and the Mastercard Misuse of Authorization System fee, which will be assessed on authorizations that are approved but never settled with the Merchant's daily batch or not properly reversed within 120 days, and an acceptance and licensing fee that will be applied to the Merchant's total U.S. Mastercard sales volume. These fees will be displayed as separate items on Merchant's monthly statement, provided that the acceptance and licensing fee may be included with Merchant's Mastercard assessment fees, and may include fees assessed by both the applicable card association and Member or Global Direct.

SURCHARGES FOR PREDOMINANT MARKET SECTORS Retail/Restaurant Electronic Merchant

If you are a Retail Merchant or a Restaurant Merchant with retail-only pricing (no Business Card Rate) and utilize a certified terminal product or electronic system or the payment application provided by Global Direct or its partner, which is designed for authorization and settlement through Global Direct, each consumer card transaction you submit which meets all of the following requirements will be priced at the rate quoted. Each transaction not processed as outlined, including without limitation retail commercial card transactions in addition to transactions using Visa Rewards Card, Visa Signature Card, Visa Signature Preferred Card, Visa Infinite Card, Mastercard Rewards Card, Mastercard World Card, Mastercard World Elite Card, Discover Rewards Card, Discover Premium Card, Discover Premium Plus Card and all Commercial Cards, will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application.

- Obtain a single electronic authorization with magnetic strip read or contactless data capture (electronic imprint) at the time of sale.
- Obtain a single electronic authorization and settle for authorized amounts.
- Obtain a cardholder signature (unless transaction is eligible for No Signature Required [NSR] program).
- Settle and transmit batches same day via your terminal/electronic system.
- The electronic authorization amount must be equal to the transaction amount on all Visa debit card transactions unless a Restaurant (MCC 5812), Fast Food (MCC 5814), Service Station (MCC 5541) or, Bar/Tavern (MCC 5513), Beauty/Barber Shop (MCC 7230), or Taxi/Limousines (MCC 4121).
- The electronic authorization amount must be equal to the transaction amount on Discover retail transactions except that Taxi Limousines (MCC 4121) and Beauty/Barber Shop (MCC 7230) merchant transactions may vary up to 20%. Restaurant (MCC 5812), Fast Food (MCC 5814), Service Station (MCC 5541) or Bar/Tavern (MCC 5513) transactions may vary by more than 20% from the electronic authorization without incurring surcharges.

Restaurant Electronic Merchant

If you are a Restaurant Merchant MCC 5812 or Fast Food Merchant MCC 5814 and utilize a certified terminal product or electronic system for authorization and settlement through Global Direct, each consumer card transaction you submit which meets all of the following requirements will be priced at the rate quoted. Each transaction not processed as outlined, in addition to transactions using Visa Rewards Card, Visa Signature Card, Visa Signature Preferred Card, Visa Infinite Card, Mastercard Rewards Card, Mastercard World Card, Mastercard World Elite Card, Discover Rewards Card, Discover Premium Card, and Discover Premium Plus Card will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application. Commercial Card transactions that meet these requirements will be subject to the Business Card rate quoted in the Fee Schedule. Commercial Card transactions not processed in accordance with these requirements will be subject to the rate quoted plus the applicable surcharge rate quoted in the Merchant Application.

- Obtain a single electronic authorization with magnetic strip read or contactless data capture (electronic imprint) at the time of sale.
- Obtain a cardholder signature (unless transaction is eligible for NSR program).
- Settle and transmit batches same day via your terminal/electronic system. **Supermarket Electronic Merchant**

If you are an approved (certified) supermarket merchant and utilize a terminal or electronic system for authorization and settlement through Global Direct, each transaction you submit which meets all of the following requirements will be priced at the rate(s) quoted for Supermarket Credit Card and Supermarket Check Card. Each transaction not processed as outlined, in addition to transactions using Visa Rewards Card, Visa Signature Card, Visa Signature Preferred Card, Visa Infinite Card, Mastercard Rewards Card, Mastercard World Card, Mastercard World Elite, Discover Rewards Card, Discover Premium Card, Discover Premium Plus Card and commercial cards, will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application.

- Obtain a magnetic strip read (card swipe/contactless data capture/electronic imprint) at the time of sale.
- Obtain a single electronic authorization and settle for authorized amounts.
- Obtain a cardholder signature (unless transaction is eligible for NSR program).
- Settle and transmit batches same day via your terminal/electronic system.
- The electronic authorization amount must be equal to the transaction amount on all Visa debit card transactions.

Emerging Market Electronic Merchant

If you qualify as an Emerging Market Merchant (as defined by Association guidelines from time to time) and utilize a terminal or electronic system for authorization and settlement through Global Direct, each transaction you submit which meets all the following requirements will be priced at the rates quoted. Any other transaction, including commercial card transactions, Visa Rewards Card, Visa Signature Card, Visa Signature Preferred Card, Visa Infinite Card, Mastercard Rewards Card, Mastercard World Card, Mastercard World Elite Card, Discover Rewards Card, Discover Premium Card, Discover Premium Plus Card, and non-magnetic stripe read foreign transactions will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application. In addition, each Visa transaction not processed as outlined, but transmitted same day or next day via your terminal/electronic system, will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application.

- Obtain a single electronic authorization.
- Settle and transmit batches same day via your terminal/electronic system.
- Provide market data as required. See Note.

NOTE: If card is not present and a magnetic stripe read does not occur, then Merchant may be required to comply with "**Direct Marketer**" market data requirements including AVS request on cardholder billing address at time of authorization. If card is present and cardholder signature is obtained, however the magnetic stripe is damaged, then Merchant may be required to obtain AVS match on cardholder billing address zip code.

MOTO Electronic Merchant

If you are a MOTO Merchant (non-magnetic swipe read transactions) and utilize a certified terminal product or electronic system for authorization and settlement through Global Direct, each transaction you submit which meets all of the following requirements will be priced at the rate quoted. Any other transaction, including all foreign transactions and commercial card transactions in addition to transactions using Visa Rewards Card, Visa Signature Card, Visa Signature Preferred Card, Visa Infinite Card, Mastercard Rewards Card, Mastercard World Card, Mastercard World Elite Card, Discover Rewards Card, Discover Premium Card, and Discover Premium Plus Card will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application.

- Obtain an electronic authorization and settle for authorized amounts (one reversal permitted on Visa transactions to make authorization amount equal to settle amount).
- Address Verification Request in authorization on cardholder billing address. For Discover transactions, Merchant must obtain full address verification request on street number and/or 9-digit postal code.
- CID verification for Discover merchants on non-recurring transactions.
- Purchase date (settled date) is ship date.
- Send order number with each transaction.
- Settle and transmit batches same day via your terminal/electronic system.
- Send level 3 data (line item detail, sales tax, customer code) with every eligible commercial card transaction.

NOTE: Card Not Present transactions involving one-time, recurring, or installment bill payment transactions are subject to additional card association requirements which must be complied with to avoid surcharges. Electronic commerce transaction requirements are also subject to additional card association requirements which must be complied with to avoid surcharges. Please refer to Card Acceptance Guide for additional requirements.

NOTE: Transactions which utilize our TouchTone Capture system for authorizations and settlement, settle beyond 48 hours, or are not transmitted via the TouchTone Capture system, will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application.

Public Sector Electronic Merchant

If you are an approved (certified) public sector merchant and utilize a terminal or electronic system for authorization and settlement through Global Direct, each transaction you submit which meets all of the following requirements will be priced at the rate(s) quoted for Public Sector. Each transaction not processed as outlined, in addition to transactions using Visa Rewards Card, Visa Signature Card, Visa Signature Preferred Card, Visa Infinite Card, Mastercard Rewards Card, Mastercard World Card, Mastercard World Elite, Discover Rewards Card, Discover Premium Card, Discover Premium Plus Card and commercial cards, will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application.

- Obtain a magnetic strip read (card swipe/contactless data capture/electronic imprint) at the time of sale.
- Obtain a single electronic authorization and settle for authorized amounts.
- Obtain a cardholder signature (unless transaction is eligible for NSR program).
- Settle and transmit batches same day via your terminal/electronic system.
- The electronic authorization amount must be equal to the transaction amount on all Visa debit card transactions.

Purchase Card Electronic Merchant

If you are a Purchase Card Merchant (non-magnetic swipe read transactions) and utilize a certified terminal product or electronic system for authorization and settlement through Global Direct, each transaction you submit which meets the following requirements will be priced at the rate quoted. Each Visa transaction not processed as outlined but transmitted same day or next day via your terminal/electronic system, will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application. Each Visa business and commercial card transaction will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application. Any other transaction that does not meet the following requirements, including without limitation foreign transactions, tax-exempt Visa Commercial transactions, Visa Rewards Card, Visa Signature Card, Visa Signature Preferred Card, Visa Infinite Card, Mastercard Rewards Card, Mastercard World Card, Mastercard World Elite Card, Discover Rewards Card, Discover Premium Card and Discover Premium Plus Card will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application.

- Obtain an electronic authorization and settle for authorized amounts (one reversal permitted on Visa transactions to make authorization amount equal to settled amount).
- Address Verification Request in authorization on cardholder billing address.
- Purchase date (settled date) is ship date.
- Send order number (customer code) with each transaction.
- Send tax amount with every transaction.
- Send Level 3 data (line item detail) with every eligible commercial card transaction. Sales tax exempt transactions will not be considered to meet these requirements unless they include Level 3 data (line item detail).
- Settle and transmit batches same day via your terminal/electronic system.

Lodging/Auto Rental Electronic Merchant

If you are a Lodging or Auto Rental Merchant utilizing a terminal or electronic system for authorization and settlement through Global Direct, each consumer card transaction you submit which meets the following requirements will be priced at the rate quoted. Each transaction not processed as outlined, including without limitation non-magnetic stripe read foreign transactions, and transactions using Visa Rewards Card, Visa Signature Card, Visa Signature Preferred Card, Visa Infinite Card, Mastercard Rewards Card, Mastercard World Card, Mastercard World Elite Card, Discover Rewards Card, Discover Premium Card, and Discover Premium Plus Card will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application. Commercial Card transactions that meet these requirements will be subject to the Business Card rate quoted in the Fee

Schedule. Commercial Card transactions not processed in accordance with these requirements will be subject to the rate quoted plus the applicable surcharge rate quoted in the Merchant Application.

- Obtain a magnetic swipe read (card swipe/electronic imprint) at the time of check-in.
- Obtain additional electronic authorizations or send partial reversals to bring total authorized amount within 15% of settled amount. Authorizations must meet card association requirements.
- Obtain a cardholder signature for final transaction amount.
- Purchase Date is hotel check-out date/auto return date.
- Length of guest stay/rental in initial authorization.
- Hotel Folio/Rental Agreement Number and check-in date/check-out date transmitted with each transaction.
- Additional market data may be required for commercial card transactions to avoid surcharges. Lodging merchants who (1) accept credit cards for advance payment; (2) guarantee reservations using a credit card; or (3) provide express check-out services to guests, must comply with additional card association requirements for these services in addition to additional authorization and settlement market data requirements. Lodging merchants who subject charges to final audit and bill for ancillary/additional charges must comply with additional bank card association requirements for these services in addition to additional authorization and settlement market data requirements to avoid surcharges. These transactions may also be subject to the rate quoted plus the applicable surcharge rate quoted in the Merchant Application. Please see Card Acceptance Guide for requirements and best practices for these transactions. **Paper Deposit Merchant** Non-terminal/electronic paper deposit transactions will be priced at the rate quoted in the Card Services Fee Schedule of the Merchant Application.

Debit Card Merchant

Each debit card transaction will be assessed the network's acquirer fee in addition to the debit card per item fee quoted in the Card Services Fee Schedule of the Merchant Application.

Card Present / Mag Stripe Failure:

A magnetic stripe read is also referred to as an electronic imprint. If the magnetic stripe is damaged, then other validation means may be required to protect against counterfeit cards and merchant must obtain a manual imprint. Most products, including the payment application, if any, will prompt for cardholder billing zip code and perform an AVS check for a zip code match. CID verification is recommended for Discover key-entered transactions. Key-entered retail transactions are subject to higher interchange and surcharges.

The foregoing information regarding surcharging is not comprehensive and is subject to change by the card association. Additional or different rates or fees may apply based on the details of a subject transaction.

All questions regarding Card Services should be referred to Global Payments Direct Inc. – 3550 Lenox Road NE, Suite 3000, Atlanta, GA. 30326, or call: 1-800-367-2638. Note: Billing disputes must be forwarded, in writing, to Customer Service within 60 days of the date of the statement and/or notice.

Contact information for Member is listed in the Merchant Application.

Global Payments Direct Inc. is a registered ISO of Wells Fargo Bank, N.A.

Debit sponsorship is provided by PB&T Bank, 301 West 5th Street, Pueblo, Colorado 81003 – 1(888)728-3550

Additional Owner/Officer Information Page for Merchant Processing Agreement (If Needed)

Note: Complete Owner / Officer Information must be present for all Equity Owners with 25% or greater equity in the business and for any person(s) with authority or control. Spaces 1 - 4 must be completed directly on the Merchant Processing Agreement; all additional owner/officer information may be provided on the Additional Owner/Officer Page as needed.

Acceptance of Merchant Application and Terms & Conditions / Merchant Authorization.

Your Card Services Agreement is between Global Payments Direct, Inc. ("Global Direct"), the Merchant named above, and the Member named below ("Member"). Member is a member of Visa, USA, Inc. ("Visa") and MasterCard International, Inc. ("MasterCard"); Global Direct is a registered independent sales organization of Visa, a member service provider of MasterCard and a registered acquirer for Discover Financial Services, LLC. ("Discover") and a registered Program Participant of American Express Travel Related Services Company, Inc. ("American Express"). A copy of the Card Services Terms and Conditions, revision number Government Entities 04-23-GP-Direct-WF-GPI, has been provided to you. Please sign below to signify that you have received a copy of the Card Services Terms & Conditions and that you agree to all terms and conditions contained therein. If this Merchant Application is accepted for card services, Merchant agrees to comply with the Merchant Application and the Card Services Terms & Conditions as may be modified or amended in the future. If you disagree with any Card Services Terms & Conditions, do not accept service.

IF MERCHANT SUBMITS A TRANSACTION TO GLOBAL DIRECT HEREUNDER, MERCHANT WILL BE DEEMED TO HAVE ACCEPTED THE CARD SERVICES TERMS & CONDITIONS.

By your signature below on behalf of Merchant, you certify that all information provided in this Merchant Application is true and accurate and you authorize Global Direct, and Global Direct on Member's behalf, to initiate debit entries to Merchant's checking account(s) in accordance with the Card Services Terms and Conditions. In addition by your signature below on behalf of Merchant you authorize Global Direct and/or Open Edge Payments, LLC. to order a consumer credit report on you, Merchant and each of Merchant's officers, partners, and/or owners, as well as subsequent consumer credit reports, which may be required or used in conjunction with the maintenance, updating, renewal or extension of the services provided hereunder, or in conjunction with reviewing, taking collection action on, or other legitimate purposes associated with the Merchant account.

Additional Owners
 Complete Owner/Officer Information must be present for all Equity Owners with 25% or greater equity in the business and for any person(s) with authority or control. An owner or person with control listed, must be the one to accept the agreement at the end of this application.

Name: Title: Equity Owned: Date of Birth (mm/dd/yyyy): Social Security #: Home Phone #:

Home Address: City: State: Zip Code: Years There:

Former Address (if less than 1 year at current address): City: State: Zip Code: Years There:

Name: Title: Equity Owned: Date of Birth (mm/dd/yyyy): Social Security #: Home Phone #:

Home Address: City: State: Zip Code: Years There:

Former Address (if less than 1 year at current address): City: State: Zip Code: Years There:

Name Title: Equity Owned: Date of Birth (mm/dd/yyyy): Social Security #: Home Phone #:

Home Address: City: State: Zip Code: Years There:

Former Address (if less than 1 year at current address): City: State: Zip Code: Years There:

Name Title: Equity Owned: Date of Birth (mm/dd/yyyy): Social Security #: Home Phone #:

Home Address: City: State: Zip Code: Years There:

Former Address (if less than 1 year at current address): City: State: Zip Code: Years There:

Name Title: Equity Owned: Date of Birth (mm/dd/yyyy): Social Security #: Home Phone #:

Home Address: City: State: Zip Code: Years There:

Former Address (if less than 1 year at current address): City: State: Zip Code: Years There:

Name Title: Equity Owned: Date of Birth (mm/dd/yyyy): Social Security #: Home Phone #:

Home Address: City: State: Zip Code: Years There:

Former Address (if less than 1 year at current address): City: State: Zip Code: Years There:

Merchant's Signature: Name (Printed): Title: Date:
 Karen Kindle Finance Director

Certificate Of Completion

Envelope Id: DBCE9C6CFB6F4F4CA3F7505950ECDC6B	Status: Delivered
Subject: Complete with DocuSign: City of Edgerton KS Parks & Rec_Merchant Application_v2.pdf	
Source Envelope:	
Document Pages: 24	Signatures: 0
Certificate Pages: 4	Initials: 0
AutoNav: Enabled	Envelope Originator:
Enveloped Stamping: Enabled	Arcie Maldonado
Time Zone: (UTC-07:00) Mountain Time (US & Canada)	2675 W 600 N
	Lindon, UT 84042
	Arcie.Maldonado@globalpay.com
	IP Address: 76.23.17.46

Record Tracking

Status: Original	Holder: Arcie Maldonado	Location: DocuSign
11/1/2024 11:51:58 AM	Arcie.Maldonado@globalpay.com	

Signer Events

Signature	Timestamp
Karen Kindle	Sent: 11/1/2024 11:54:00 AM
kkindle@edgertonks.org	Resent: 11/5/2024 10:00:26 AM
Security Level: Email, Account Authentication (None)	Viewed: 11/5/2024 12:46:42 PM

Electronic Record and Signature Disclosure:
 Accepted: 11/4/2024 7:52:47 AM
 ID: 313e160b-2fe5-4824-a92f-62b292011f62

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Sent	Hashed/Encrypted	11/1/2024 11:54:00 AM
Envelope Updated	Security Checked	11/5/2024 9:59:56 AM
Envelope Updated	Security Checked	11/5/2024 9:59:57 AM
Certified Delivered	Security Checked	11/5/2024 12:46:42 PM

Payment Events

Status

Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Global Payments Integrated (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Global Payments Integrated:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: startnow@openedgepay.com

To contact us by paper mail, please send correspondence to:

Global Payments Integrated

2675 W 600 N

Lindon, UT 84042

To advise Global Payments Integrated of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at startnow@openedgepay.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Global Payments Integrated

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to startnow@openedgepay.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Global Payments Integrated

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to startnow@openedgepay.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that applications may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Global Payments Integrated as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Global Payments Integrated during the course of your relationship with Global Payments Integrated.

City Council Action Item

Council Meeting Date: November 14, 2024

Department: Public Works

Agenda Item: Consider Ordinance No. 2172 Approving the Descriptions and Survey of Lands Necessary for Acquisition of Easements Needed for Constructing the 2nd Street Reconstruction Project and Associated Improvements

Background/Description of Item:

The City of Edgerton is reconstructing East 2nd Street / COOP Road from Nelson Street to the south City Limits and East Edgewood/West Edgewood Road from East 2nd Street / COOP Road to West 4th Street. The project includes complete reconstruction of the pavement down to subgrade, new sidewalks, streetlights, new stormwater infrastructure, utility improvements, and drainage improvements along the project.

The City needs temporary construction easements and permanent drainage easement, permanent pedestrian easement, and right-of-way from properties on East 2nd Street/Coop Road from Nelson Street to South City Limits and on Edgewood from E 2nd Street/COOP Road to W 4th Street.

Since June 2024, City Staff has contacted property owners and are currently in discussions with the majority of owners. Similar to previous projects, City staff intends on continuing the easement acquisition process by providing official easement offers to property owners with a 30-day time frame for all properties. Easement offers were provided to the property owners prior to November 4, 2024, the notice expires December 4th. If Draft Ordinance is approved by Council, the City would initiate the eminent domain process following December 4th for any property acquisition remaining.

Staff has issued legal easement documents and notice to all the property owners that are affected by the project and continues to negotiate easements with the property owners as the preferred method to acquire the easements. However, if negotiations do not reach a conclusion that satisfies both parties, staff would like to proceed with the next step in the condemnation process in the meantime.

On October 24, 2024, City Council took the first step by passing Resolution No. 10-24-24H confirming the necessity for condemnation and authorizing the preparation of survey and legal descriptions. Passing that resolution does not prohibit the City from continuing to negotiate

and/or acquire the easements. It simply authorizes the preparation of the descriptions. That Resolution with the remaining easements will be published once the notice period expires.

Enclosed with the packet is a draft ordinance as reviewed and pending approval by the City Attorney that includes easements necessary for the Projects.

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

Funding Source: LPKC Ph 1 PIF

Budget Allocated: \$4,762,495

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

Recommendation: Approve Ordinance No. 2172 Approving the Descriptions and Survey of Lands Necessary for Acquisition of Easements Needed for Constructing the 2nd Street Reconstruction Project and Associated Improvements

Enclosed: Draft Ordinance

Prepared by: Holly Robertson, PE, CIP Project Manager

ORDINANCE NO. 2172

AN ORDINANCE APPROVING THE DESCRIPTION AND SURVEY OF LANDS NECESSARY FOR ACQUISITION OF EASEMENTS NEEDED FOR CONSTRUCTING THE 2ND STREET RECONSTRUCTION PROJECT AND ASSOCIATED IMPROVEMENTS CONFIRMING THE NECESSITY TO CONDEMN SUCH PROPERTY AND AUTHORIZATION OF PROCEEDINGS TO EXERCISE THE POWER OF EMINENT DOMAIN BY THE CITY

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

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

Section 1. That the description and survey temporary and permanent easements necessary for the reconstructing of East 2nd Street / COOP Road from Nelson Street to the south City Limits and East Edgewood/West Edgewood Road from East 2nd Street / COOP Road to West 4th Street (2nd Street Reconstruction project) within Johnson County, Kansas -- as prepared by the Design Engineer and City Staff, and filed with the City Clerk pursuant to Resolution No. 10-24-24H (adopted by the Governing Body of the City of Edgerton, Kansas on October 24, 2024), are hereby approved.

Section 2. That the action of the Governing Body of the City of Edgerton, Kansas in acquiring temporary and permanent easements necessary for construction of the 2nd Street Reconstruction project within Johnson County, Kansas has been declared necessary by the Governing Body.

Section 3. That the acquisition of rights-of-way, permanent and temporary easements, as described hereinafter, is authorized by Kansas law in accordance with and under the provisions of Chapter 26 of the Kansas Statutes Annotated, and the City is thus empowered to use eminent domain to acquire the property for its lawful purposes of improvements to roads, sidewalks and drainage.

Section 4. That the City and its officers, agents are hereby authorized to commence all necessary proceedings to acquire, by Eminent Domain property for the purpose of constructing of the 2nd Street Reconstruction project all as described in Section 1 of this Ordinance, and the land hereinafter described:

Temporary Construction Easement - Tract 2

A temporary construction easement in part of Lot 1, COUNTY CLERK'S SUBDIVISION, Northeast Quarter of the Southwest Quarter of Section 7, Township 15, Range 22, Johnson County, Kansas, said part being more particularly described by Wayne E. Malnicof, Kansas P.S.-1239, October 23, 2024, as follows: Beginning at the Northeast corner of Lot 1 of said subdivision; thence along the East line of said Lot 1 South 10°52'30" West, 160.36 feet; thence departing said East line North 69°38'58" West, 24.29 feet; thence North 19°53'01" East, 18.20 feet; thence South 71°14'13" East, 19.64 feet; thence North 09°14'02" East, 140.16 feet to the North line of said Lot 1; thence South 88°55'01" East, 5.75 feet to the Point Of Beginning, containing 938 square feet.

Temporary Construction Easement – Tract 3

A temporary construction easement in part of Lot 51 of GLENDELL ACRES FIRST PLAT, a Subdivision in the City of Edgerton, Johnson County, Kansas, said part being more particularly described by Wayne E. Malnicof, Kansas P.S.-1239, October 29, 2024, as follows: Beginning at Point "A", being the Northwest corner of Lot 51 in said subdivision; thence along the West line of said Lot 51 South 01°04'59" West, 8.00 feet; thence departing said West line South 19°39'44" East, 28.34 feet; thence South 88°55'01" East, 20.04 feet; thence North 01°04'59" East, 12.87 feet; thence North 83°57'00" East, 64.02 feet to the East line of said Lot 51; thence along said East line North 02°19'31" West, 13.71 feet to the North line of Lot 51; thence along the North line of Lot 51 North 88°55'01" West 92.79 feet to the Point Of Beginning, containing 2,021 square feet. Also, commencing at the Southeast corner of Lot 51; thence North 88°55'01" West, 7.16 feet along the South line of said Lot 51 to the Point Of Beginning, also know as Point "B"; thence continuing along said South line North 88°55'01" West, 1.41 feet; thence departing said South line North 02°19'31" West 30.80 feet; thence North 06°48'22" East, 53.91 feet to the East line of said Lot 51; thence along said East line South 02°19'31" East, 21.82 feet; thence departing said East line along a curve to the right with a chord bearing South 03°27'24" West, 54.37 feet, with a radius of 270.30 and an arch length of 54.46 feet; thence South 09°12'46" West, 8.36 feet to the Point Of Beginning, containing 342 square feet.

Permanent Street Easement – Tract 3

A tract for new road Right of Way, in part of Lot 51 of GLENDELL ACRES FIRST PLAT, a Subdivision in the City of Edgerton, Johnson County, Kansas, said part being more particularly described by Wayne E. Malnicof, Kansas P.S.-1239, October 29, 2024, as follows: Beginning at the Southeast corner of Lot 51 in said subdivision; thence along the South line of said Lot 51 North 88°55'01" West, 7.16 feet; thence departing said South line North 09°12'46" East, 8.36 feet; thence along a curve to the left with a chord bearing North 03°27'24" East, 54.37 feet, a radius of 270.30 feet and an arch length of 54.46 feet to the Eastline of said Lot 51; thence South 02°19'41" East, 62.71 feet to the Point Of Beginning, containing 152 square feet.

Temporary Construction Easement – Tract 5

A temporary construction easement in part of the East 10 feet of Lot 11, all of Lots 12, 13 and 14, Block 2, and the South half of vacated alley adjacent on the North, TOWN OF MARTIN, commonly called CITY OF EDGERTON, a subdivision in the City of Edgerton, Johnson County, Kansas, said part being more particularly described by Wayne E. Malnicof, Kansas P.S.-1239, October 28, 2024, as follows: Beginning at the Southeast corner of Lot 14, Block 2, in said subdivision; thence along the South line of said Lot 14 South 88°13'52" West, 24.05 feet; thence departing said South line North 12°41'38" East, 73.67 feet; thence North 01°25'02" West, 58.66 feet to the North line of said Lot 14; thence along said North line South 88°13'52" West, 12.95 feet; thence departing said North line North 01°22'07" West, 5.00 feet to the center line of a vacated 10 foot alley; thence along said center line North 88°13'52" East, 3.00 feet; thence departing said centerline South 01°22'07" East, 2.00 feet; thence North 88°13'52" East, 15.22 feet to the West Right of Way line of 2nd Street; thence along said West Right of Way line South 01°46'08" East 135.00 feet to the Point Of Beginning, containing 1,441 square feet.

A drainage easement in part of the East 10 feet of Lot 11, all of Lots 12, 13 and 14, Block 2, and the South half of vacated alley adjacent on the North, TOWN OF MARTIN, commonly called CITY OF EDGERTON, a subdivision in the City of Edgerton, Johnson County, Kansas, said part being more particularly described by Wayne E. Malnicof, Kansas P.S.-1239, October 28, 2024, as follows: Commencing at the Northeast corner of Lot 14, Block 2 in said subdivision; thence along the West Right of Way line of 2nd Street North 01°46'08" West, 3.00 feet to the Point Of Beginning; thence continuing along said West Right of Way line of 2nd St. North 01°46'08" West, 2.00 feet to the centerline of a vacated 10 foot alley; thence departing said West Right of Way line along the center line of said alley South 88°13'52" West, 15.20 feet; thence departing said centerline South 01°22'07" East, 2.00 feet; thence North 88°13'52" East, 15.22 feet to the Point Of Beginning, containing 31 square feet.

Temporary Construction Easement – Tract 6

A temporary construction easement in part of Lots 1, 2, 3, 4, 5, 6 and 7, Block 2, TOWN OF MARTIN, commonly called CITY OF EDGERTON, and the North half of the vacated alley adjacent to Lost 1, 2 and 3 on the South, as recorded in Book 5007, Page 283 of the Johnson County Recorder's Office, all in the City of Edgerton, Johnson County, Kansas. said part being more particularly described by Wayne E. Malnicof, Kansas P.S.-1239, October 28, 2024, as follows: Beginning at the Northeast corner of Lot 1, Block 08, in said subdivision; thence along the East line of said Lot 1 South 01°46'08" East, 120.99 feet; thence South 88°13'52" West, 15.10 feet; thence South 01°22'07" West, 14.00 feet to the centerline of a vacated 10.00 foot alley; thence along said centerline South 88°13'52" West, 3.00 feet; thence departing said centerline North 01°22'07" West, 17.06 feet; thence North 88°37'53" East, 8.05 feet; thence North 01°23'28" West 117.99 feet to the North line of said Lot 14; thence along the North line North 88°13'52" East 9.26 feet to the Point Of Beginning, containing 1,235 square feet.

Permanent Drainage Easement – Tract 6

A drainage easement All of Lots 1, 2, 3, 4, 5, 6 and 7, Block 2, TOWN OF MARTIN, commonly called CITY OF EDGERTON, and the North half of the vacated alley adjacent to Lost 1, 2 and 3 on the South, as recorded in Book 5007, Page 283 of the Johnson County Recorder's Office, all in the City of Edgerton, Johnson County, Kansas. Said part being more particularly described by Wayne E. Malnicof, Kansas P.S.-1239, October 28, 2024, as follows: Beginning at the Southeast corner of Lot 1, Block 2, of said subdivision; thence along the West Right of Way of 2nd street South 01°46'08" East, 5.00 feet to a point on the center line of a vacated 10 foot alley; thence along the center line of said alley South 88°13'52" West, 15.20 feet; thence departing said centerline of said alley North 01°22'07" West, 14.00 feet; thence North 88°13'52" East, 15.10 feet to the West Right of Way line of 2nd St; thence South 01°46'08" East, 9.00 feet to the Point Of Beginning, containing 212 square feet

Temporary Construction Easement – Tract 7

A temporary construction easement in Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13 and 14, and that part of vacated alley adjacent thereto, Block 3, TOWN OF MARTIN, commonly called Edgerton, a subdivision in the City of Edgerton, Johnson County, Kansas, said part being more particularly described by Wayne E. Malnicof, Kansas P.S.-1239, October 18, 2024, as follows: Beginning at the Northeast corner of Lot 1, Block 3, in said subdivision; thence along the East line of said Lot 1 South 01°22'07" East, 103.81 feet; thence departing said East line South 88°37'53" West, 20.00 feet to a point also known as POINT "A"; thence North 06°51'11" West, 104.89 feet to the North line of said Lot 1; thence North 88°39'58" East, 5.00 feet to the Point Of Beginning, containing 1,298 square feet. Also beginning at aforesaid POINT "A"; South 88°37'53" West, 20.00 feet to the West line of said Lot 1; thence continuing along said West line of said Lot 1 South 01°22'07" East, 60.00 feet to a point now on the West line of Lot 14, Block 3, in said subdivision; thence departing said West line of said Lot 14 North 88°37'53" East, 20.00 feet to a point also know as POINT "B"; thence North 01°21'07" West, 60.00 feet to the Point of beginning, containing 1,200 square feet. Also beginning at aforesaid POINT "B"; South 01°22'07" East, 10.00 feet; thence North 88°37'53" East, 11.33 feet; thence South 01°22'07" East, 96.15 feet to the South line of said Lot 14; thence along the South line of said Lot 14 North 88°42'41" East, 8.67 feet to the East line of said Lot 14; thence along said Lot 14 North 01°22'07" West, 106.17 feet; thence departing said East line of Lot 14 South 88°37'53" West 20.00 to the Point Of Beginning, containing 1,036 square feet. Together containing 3,534 square feet.

Permanent Drainage Easement – Tract 7

A drainage easement in Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13 and 14, and that part of vacated alley adjacent thereto, Block 3, TOWN OF MARTIN, commonly called Edgerton, a subdivision in the City of Edgerton, Johnson County, Kansas, said part being more particularly described by Wayne E. Malnicof, Kansas P.S.-1239, October 18, 2024, as follows: Beginning at the Northeast corner of Lot 1, Block 3, in said subdivision; thence along the East line of said Lot 1 South 01°22'07" East, 103.81 feet to the Point Of Beginning; thence departing said East line South 88°37'53" West, 20.00 feet; thence South 01°22'07" East, 60.00 feet; thence North 88°37'53" East, 20.00 feet to the East line of Lot 14, Block 3, in said subdivision; thence along said East line North 01°22'07" West, 60.00 feet to the Point Of Beginning, containing 1,200 square feet.

Temporary Construction Easement – Tract 8

A temporary construction easement in Lots 1, 2, 3 and 4, in Block 08, TOWN OF MARTIN, commonly called CITY OF EDGERTON, a subdivision in the City of Edgerton, Johnson County, Kansas, said part being more particularly described by Wayne E. Malnicof, Kansas P.S.-1239, October 18, 2024, as follows: Beginning at the Northeast corner of Lot 1, Block 08, in said subdivision; thence along the East line of said Lot 1 South 01°22'07" East, 130.00 feet to the South line of said Lot 14; thence along said South line South 88°38'55" West, 10.00 feet; thence North 01°22'07" West, 30.00 feet; thence North 88°37'53" East, 5.00 feet; thence North 01°22'07" West, 49.98 feet; thence South 88°37'53" West, 13.00 feet; thence North 01°22'07" West 50.00 feet to the North line of said Lot 14; thence along the North line North 88°39'23" East 18.00 feet to the Point Of Beginning, containing 1,450 square feet.

Temporary Construction Easement – Tract 9

A temporary construction easement in Lots 1, 2, 3 and 4, in Block 08, TOWN OF MARTIN, commonly called CITY OF EDGERTON, a subdivision in the City of Edgerton, Johnson County, Kansas, said part being more particularly described by Wayne E. Malnicof, Kansas P.S.-1239, October 28, 2024, as follows: Beginning at the Northeast corner of Lot 1, Block 08, in said subdivision; thence along the East line of said Lot 1 South 01°23'18" East, 130.00 feet to the South line of Lot 1; thence departing said East line South 88°40'08" West along said South line, 49.78 feet; thence North 01°06'23" West, 19.20 feet; thence North 79°52'59" East, 11.91 feet; thence North 59°49'24" East, 23.72 feet; thence North 45°02'43" East, 14.86 feet; thence North 01°20'02" West, 87.28 feet to the North line of said Lot 1; thence North 88°39'58" East, 6.28 feet to the Point Of Beginning, containing 2,022 square feet.

Temporary Construction Easement – Tract 10

A temporary construction easement in Lots 14 and the East Half of Lot 13, in Block 09, TOWN OF MARTIN, commonly called CITY OF EDGERTON, a subdivision in the City of Edgerton, Johnson County, Kansas, said part being more particularly described by Wayne E. Malnicof, Kansas P.S.-1239, October 18, 2024, as follows: Beginning at the Northeast corner of Lot 14, Block 09, in said subdivision; thence along the East line of said Lot 14 South 01°26'05" East, 130.00 feet to the South line of said Lot 14; thence departing said East line South 88°33'55" West, 7.00 feet; thence North 01°26'05" West, 47.45 feet; thence South 88°33'55" West, 3.00 feet; thence North 01°26'05" West, 77.33 feet; thence South 88°33'55" West, 8.00 feet; thence North 01°26'05" West, 5.23 feet to the North line of said Lot 14; thence along the North line of said Lot 14 North 88°33'55" East, 18.00 feet to the Point Of Beginning, containing 1,200 square feet.

Temporary Construction Easement – Tract 11

A temporary construction easement in Lots 1 and 2, in Block 09, TOWN OF MARTIN, commonly called CITY OF EDGERTON, a subdivision in the City of Edgerton, Johnson County, Kansas, said part being more particularly described by Wayne E. Malnicof, Kansas P.S.-1239, October 18, 2024, as follows: Beginning at the Northeast corner of Lot 1, Block 09, in said subdivision; thence along the East line of said Lot 1 South 01°26'05" East, 130.00 feet to the South line of said Lot 1; thence departing said East line South 88°39'58" West, 18.00 feet; thence North 01°26'05" West, 15.88 feet; thence North 88°33'53" East, 11.00; thence North 01°26'05" West, 74.12 feet; thence South 88°33'42" West, 6.00 feet; thence North 01°26'05" West, 11.54 feet; thence North 88°33'55" East, 6.00 feet; thence North 01°26'05" West, 28.43 feet to the North line of said Lot 1; thence North 88°39'58" East, 7.00 feet to the Point Of Beginning, containing 1,154 square feet.

Temporary Construction Easement – Tract 12

A temporary construction easement in the South 80 feet of Lots 12, 13 and 14, in Block 17, TOWN OF MARTIN, commonly called CITY OF EDGERTON, a subdivision in the City of Edgerton, Johnson County, Kansas, said part being more particularly described by Wayne E. Malnicof, Kansas P.S.-1239, October 18, 2024, as follows: Being the East 4.00 feet of the South 80.00 feet of Lot 14, Block 17, TOWN OF MARTIN, commonly called CITY OF EDGERTON, a subdivision in the City of Edgerton, Johnson County, Kansas, containing 320 square feet.

Temporary Construction Easement – Tract 13

A temporary construction easement in the North 50 feet of Lots 12, 13 and 14, in Block 17, TOWN OF MARTIN, commonly called CITY OF EDGERTON, a subdivision in the City of Edgerton, Johnson County, Kansas, said part being more particularly described by Wayne E. Malnicof, Kansas P.S.-1239, October 18, 2024, as follows: Beginning at the Northeast corner of Lot 14, Block 17, in said subdivision; thence along the East line of said Lot 14 South 01°26'05" East, 50.00 feet to the South line of the North 50 feet of said Lot 14; thence departing said East line South 88°39'58" West, 5.75 feet; thence North 01°36'30" West, 50.00 feet to the North line of said Lot 14; thence along the North line of said Lot 14 North 88°39'58" East, 5.90 feet to the Point Of Beginning, containing 291 square feet.

Temporary Construction Easement – Tract 14

A temporary construction easement in part of Lots 1, 2 and 3, Block 17, TOWN OF MARTIN, commonly called CITY OF EDGERTON, a subdivision in the City of Edgerton, Johnson County, Kansas, said part being more particularly described by Wayne E. Malnicof, Kansas P.S.-1239, October 29, 2024, as follows: Commencing at the Northeast corner of Lot 1, Block 17, in said subdivision; thence along the East line of said Lot 1 South 01°26'05" East, 40.01 feet to the Point Of Beginning; thence continuing along said East line South 01°26'05" East, 26.21 feet; thence departing said East line North 16°35'03" West, 57.80 feet; thence North 46°26'05" West, 14.82 feet to the North line of said Lot 1; thence along the North line of said Lot 1 North 88°39'58" East, 6.21 feet; thence departing said North line South 59°31'44" East, 5.81 feet; thence along a tangent curve to the left with a chord bearing South 73°11'30" East, 9.21 feet, with a radius of 19.50 feet and an arch length of 9.30 feet; thence along a non tangent curve to the left with a chord bearing South 10°54'48" East, 34.56 feet, with a radius of 116.55 feet and an arch length of 34.69 feet to the Point Of Beginning, containing 423 square feet. Also Beginning at the Southeast corner of said Lot 1, Block 17, in said subdivision; thence along the South line of said Lot 1 South 88°39'58" West 16.00 feet; thence departing said South line North 01°26'05" West, 48.78 feet; thence North 88°33'55" East 16.00 feet to the East line of said Lot 1; thence along the East line of said Lot 1 South 01°26'05" East 48.81 feet to the Point Of Beginning, containing 781 square feet.

Permanent Pedestrian Easement – Tract 14

A pedestrian easement in part of Lots 1, 2 and 3, Block 17, TOWN OF MARTIN, commonly called CITY OF EDGERTON, a subdivision in the City of Edgerton, Johnson County, Kansas, said part being more particularly described by Wayne E. Malnicof, Kansas P.S.-1239, October 29, 2024, as follows: Beginning at the Northeast corner of Lot 1, Block 17, in said subdivision; thence along the East line of said Lot 1 South 01°26'05" East, 40.01 feet; thence departing said East line along a non tangent curve to the right with a chord bearing North 10°54'48" West, 34.56 feet, a radius of 116.55 feet and an arch length of 34.69 feet; thence along another non tangent curve to the right with a chord bearing North 73°11'30" West, 9.21 feet, a radius of 19.50 feet and an arch length of 9.30 feet; thence North 59°31'44" West, 5.81 feet to the North line of said Lot 1; thence along said North line North 88°39'58" East, 19.37 feet to the Point Of Beginning, containing 211 square feet.

Temporary Construction Easement – Tract 16

A temporary construction easement in part of The North 20 feet of Lots 7 thru 12 Inclusive, Block 4 and the South 50 feet of vacated Rankin Street adjacent thereto, TOWN OF MARTIN, commonly called CITY OF EDGERTON, a subdivision in the City of Edgerton, Johnson County, Kansas, said part being more particularly described by Wayne E. Malnicof, Kansas P.S.-1239, October 22, 2024, as follows: Being the West 8.00 feet of the South 50.00 feet of vacated Rankin Street, also the West 8.00 feet of said Lot 12, Block 4 TOWN OF MARTIN, commonly called CITY OF EDGERTON, a subdivision in the City of Edgerton, Johnson County, Kansas, containing 560 square feet.

Temporary Construction Easement – Tract 17

A temporary construction easement in the South 60.00 feet of Lots 13 through 18 inclusive, Block 07, and the North 10 feet of vacated Rankin Street adjacent thereto, TOWN OF MARTIN, commonly called CITY OF EDGERTON, a subdivision in the City of Edgerton, Johnson County, Kansas, said part being more particularly described by Wayne E. Malnicof, Kansas P.S.-1239, October 22, 2024, as follows: Being the West 6.00 feet of the South 60.00 feet of said Lot 13 and the West 6.00 feet of the North 10.00 feet of vacated Rankin Street adjacent thereto, containing 420 square feet.

Temporary Construction Easement – Tract 19

A temporary construction easement in Lots 9, 10, 11, and 12, Block 07, TOWN OF MARTIN, commonly called CITY OF EDGERTON, a subdivision in the City of Edgerton, Johnson County, Kansas, said part being more particularly described by Wayne E. Malnicof, Kansas P.S.-1239, October 22, 2024, as follows: Beginning at the Northwest corner of Lot 12, Block 07, in said subdivision; thence along the North line of said Lot 12 North 88°39'58" East, 6.00 feet; thence departing said North line South 01°20'02" East, 123.42 feet; thence North 88°39'58" East, 14.12 feet; thence South 01°20'02" East, 6.58 feet to the South line of said Lot 12; thence along said South line of Lot 12 South 88°39'58" West, 20.00 feet to the West line of said Lot 12; thence along the said West line North 01°23'18" West, 130.00 feet to the Point Of Beginning, containing 863 square feet.

Temporary Construction Easement – Tract 20

A temporary construction easement in Lots 13, 14, AND 15, in Block 10, TOWN OF MARTIN, commonly called CITY OF EDGERTON, a subdivision in the City of Edgerton, Johnson County, Kansas, said part being more particularly described by Wayne E. Malnicof, Kansas P.S.-1239, October 22, 2024, as follows: Beginning at the Northwest corner of Lot 13, Block 10, in said subdivision; thence along the North line of said Lot 13 North 88°39'20" East, 19.00 feet; thence departing said North line South 01°26'05" East, 17.37 feet; thence South 88°33'55" West, 16.00 feet; thence South 01°26'05" East, 112.60 feet to the South line of said Lot 13; thence along said South line South 88°33'55" West, 3.00 feet to the West line of said Lot 13; thence along the West line of Lot 13 North 01°26'05" West, 130.00 feet to the Point Of Beginning, containing 668 square feet.

Temporary Construction Easement – Tract 21

A temporary construction easement in Lots 9, 10, 11, and 12, in Block 10, TOWN OF MARTIN, commonly called CITY OF EDGERTON, a subdivision in the City of Edgerton, Johnson County, Kansas, said part being more particularly described by Wayne E. Malnicof, Kansas P.S.-1239, October 22, 2024, as follows: Beginning at the Northwest corner of Lot 12, Block 10, in said subdivision; thence along the North line of said Lot 12 North 88°39'58" East, 16.06 feet; thence departing said North line South 01°20'02" East, 31.31 feet; thence South 88°33'55" East, 11.00 feet; thence South 01°26'05" East, 96.94 feet; thence North 88°39'58" East, 14.00 feet; thence South 01°26'05" East, 1.75 feet to the South line of said Lot 12; thence along the South line of said Lot 12 South 88°39'58" West, 19.00 feet to the West line of said Lot 12; thence along the West line of said Lot 12 North 01°26'05" West, 130.00 feet to the Point Of Beginning, containing 1,020 square feet.

Temporary Construction Easement – Tract 22

A temporary construction easement in Lots 13, 14, 15 and 16, in Block 16, TOWN OF MARTIN, commonly called CITY OF EDGERTON, a subdivision in the City of Edgerton, Johnson County, Kansas, said part being more particularly described by Wayne E. Malnicof, Kansas P.S.-1239, October 28, 2024, as follows: Beginning the South 55.00 feet of the West 10.00 feet of Lot 13, Block 16, of said subdivision, containing 550 square feet.

Temporary Construction Easement – Tract 23

A temporary construction easement in part of Lots 10, 11 and 12, Block 16, TOWN OF MARTIN, commonly called CITY OF EDGERTON, a subdivision in the City of Edgerton, Johnson County, Kansas, said part being more particularly described by Wayne E. Malnicof, Kansas P.S.-1239, October 29, 2024, as follows: Commencing at the Northwest corner of Lot 12, Block 16, in said subdivision; thence along the North line of said Lot 12 North 88°25'35" East, 6.63 feet to the Point Of Beginning; thence continuing along said North line North 88°25'35" West, 8.37 feet; thence departing said North line South 20°59'34" West, 39.32 feet to the West line of said Lot 12; thence along said West line North 01°26'05" West, 17.61 feet; thence along a non tangent curve to the left with a chord bearing North 23°03'24" East, 16.07 feet, with a radius of 19.05 feet and an arch length of 16.59 feet; thence North 01°53'28" West, 4.08 feet to the Point Of Beginning, containing 178 square feet. Also beginning at the Southwest corner of said Lot 12, Block 16, in said subdivision; thence along the West line of said Lot 12 North 01°26'05" West 29.40 feet; thence departing said West line North 87°27'34" East, 7.39 feet; thence South 02°32'26" East 29.53 feet to the South line of said Lot 12; thence along the South line of said Lot 12 South 88°25'35" West 7.96 feet to the Point Of Beginning, containing 226 square feet.

Permanent Pedestrian Easement – Tract 23

A pedestrian easement in part of Lots 10, 11 and 12, Block 16, TOWN OF MARTIN, commonly called CITY OF EDGERTON, a subdivision in the City of Edgerton, Johnson County, Kansas, said part being more particularly described by Wayne E. Malnicof, Kansas P.S.-1239, October 29, 2024, as follows: Beginning at the Northwest corner of Lot 12, Block 16, in said subdivision; thence along the North line of said Lot 12 North 88°25'35" East, 6.63 feet; thence departing said North line South 01°53'28" East, 4.08 feet; thence along a tangent curve to the right with a chord bearing South 23°03'24" West, 16.07 feet, with a radius of 19.50 feet and an arch length of 16.59 feet to the West line of said Lot 12; thence along said West line North 01°26'05" West, 18.69 feet to the Point Of Beginning, containing 95 square feet.

Temporary Construction Easement – Tract 24

A temporary construction easement in part of Lot 3 of GLENDELL ACRES SECOND PLAT, a Subdivision in the City of Edgerton, Johnson County, Kansas, said part being more particularly described by Wayne E. Malnicof, Kansas P.S.-1239, October 17, 2024, as follows: Beginning at the Southwest corner of Lot 3 in said subdivision; thence along the West line of said Lot 3 North 12°12'12" East, 7.64 feet; thence departing said West line South 88°42'46" East, 28.72 feet; thence North 01°17'14" East, 6.72 feet; thence South 88°42'46" East, 18.78 feet; thence South 01°17'14" West, 8.41 feet; thence South 88°42'46" East, 119.06 feet to the East line of said Lot 3; thence along said East line South 14°06'31" West, 5.97 feet to the South line of Lot 3; thence along the South line of Lot 3 North 88°42'46" West 166.68 feet to the Point Of Beginning, containing 1,177 square feet.

Temporary Construction Easement – Tract 26

A temporary construction easement in part of Lot 2 of GLENDELL ACRES SECOND PLAT, a Subdivision in the City of Edgerton, Johnson County, Kansas, said part being more particularly described by Wayne E. Malnicof, Kansas P.S.-1239, October 17, 2024, as follows: Beginning at the Southwest corner of Lot 2 in said subdivision; thence along the West line of said Lot 3 North 01°57'06" West, 9.49 feet; thence departing said West line South 88°18'43" East, 42.88 feet; thence North 01°17'14" East, 11.72 feet; thence South 88°42'46" East, 26.47 feet to the East line of Lot 2; thence along said East line South 01°57'06" East, 20.93 feet to the South line of lot 2; thence along the South line of said Lot 2 North 88°42'46" West 69.99 feet to the Point Of Beginning, containing 963 square feet.

Temporary Construction Easement – Tract 27

A temporary construction easement in part of Lot 1 of GLENDELL ACRES SECOND PLAT, a Subdivision in the City of Edgerton, Johnson County, Kansas, said part being more particularly described by Wayne E. Malnicof, Kansas P.S.-1239, October 17, 2024, as follows: Beginning at the Southwest corner of Lot 1 in said subdivision; thence along the West line of said Lot 1 North 01°57'06" West, 6.03 feet; thence departing said West line South 88°50'02" East, 33.40 feet; thence North 01°00'59" East, 36.02 feet to the East line of Lot 1; thence along said East line South 02°02'52" East, 20.03 feet to the South line of lot 1; thence along the South line of said Lot 1 North 88°42'46" West, 70.18 feet to the Point Of Beginning, containing 931 square feet.

Temporary Construction Easement – Tract 28

A temporary construction easement in part of Lot 15 of GLENDELL ACRES FIRST PLAT, a Subdivision in the City of Edgerton, Johnson County, Kansas, said part being more particularly described by Wayne E. Malnicof, Kansas P.S.-1239, October 17, 2024, as follows: Beginning at the Southwest corner of Lot 15 in said subdivision; thence along the West line of said Lot 15 North 02°02'52" West, 20.03 feet; thence departing said West line South 88°50'02" East, 3.98 feet; thence South 01°03'04" West, 17.99 feet; thence South 88°55'01" East, 81.01 feet; thence North 01°04'59" East, 3.00 feet; thence South 88°55'01" East, 21.15 feet; thence North 35°52'02" East, 24.35 feet to the East line of said Lot 15; thence along said East line South 02°09'21" East, 25.04 feet to the South line of Lot 15; thence along the South line of Lot 15 North 88°55'01" West 120.35 feet to the Point Of Beginning, containing 563 square feet.

Temporary Construction Easement – Tract 29

A temporary construction easement in part of Lot 16 of GLENDELL ACRES FIRST PLAT, a Subdivision in the City of Edgerton, Johnson County, Kansas, said part being more particularly described by Wayne E. Malnicof, Kansas P.S.-1239, October 17, 2024, as follows: Commencing at the Southwest corner of Lot 16 in said subdivision; thence along the West line of said Lot 16 North 02°09'21" West, 20.14 feet to the Point of beginning; thence continuing along said West line North 02°09'21", West 5.95 feet; thence departing said West line South 50°09'46" East, 27.89 feet; thence South 88°55'01" East, 41.32 feet; thence North 42°31'07" East, 10.28 feet; thence South 88°55'01" East, 50.86 feet to the East line of Lot 16; thence along said East line South 02°09'21" East, 16.32 feet to the South line of Lot 16; thence along the South line of Lot 16 North 88°55'01" West 96.06; thence departing the South line of Lot 16 North 50°23'16" West, 32.29 feet to the Point Of Beginning, containing 1,391 square feet.

Permanent Drainage Easement – Tract 29

A drainage easement in part of Lot 16 of GLENDELL ACRES FIRST PLAT, a Subdivision in the City of Edgerton, Johnson County, Kansas, said part being more particularly described by Wayne E. Malnicof, Kansas P.S.-1239, October 17, 2024, as follows: Beginning at the Southwest corner of Lot 16 in said subdivision; thence along the West line of said Lot 16 North 02°09'21" West, 20.14 feet; thence departing said West line South 50°23'16" East, 32.29 feet to the South line of Lot 16; thence along said South line North 88°55'01" West, 24.12 feet to the Point Of Beginning, containing 243 square feet.

Temporary Construction Easement – Tract 30

A temporary construction easement in part of Lot 40 of GLENDELL ACRES FIRST PLAT, a Subdivision in the City of Edgerton, Johnson County, Kansas, said part being more particularly described by Wayne E. Malnicof, Kansas P.S.-1239, October 17, 2024, as follows: Beginning at the Southwest corner of Lot 40 in said subdivision; thence along the West line of said Lot 40 North 02°09'21" West, 6.31 feet; thence departing said West line South 88°55'01" East, 23.42 feet; thence North 79°33'48" East, 27.55 feet; thence South 88°55'01" East, 53.38 feet; thence North 50°21'31" East, 20.23 feet to the East line of Lot 40; thence along said East line South 02°09'21" East, 25.04 feet to the South line of Lot 40; thence along said South line North 88°55'01" West, 120.18 feet to the Point Of Beginning, containing 1,321 square feet.

Temporary Construction Easement – Tract 31

A temporary construction easement in part of Lot 32 of GLENDELL ACRES FIRST PLAT, a Subdivision in the City of Edgerton, Johnson County, Kansas, said part being more particularly described by Wayne E. Malnicof, Kansas P.S.-1239, October 17, 2024, as follows: Commencing at the Southwest corner of Lot 32 in said subdivision; thence along the West line of said Lot 32 North 02°09'21" West, 24.19 feet to the Point Of Beginning; thence continuing along said West line North 02°09'21" West, 3.77 feet; thence departing said West line South 47°48'17" East, 31.34 feet; thence South 88°55'01" East, 19.32 feet; thence North 01°04'59" East, 12.63 feet; thence South 88°55'01" East, 6.84 feet; thence South 67°30'31" East, 35.12 feet; thence South 88°55'01" East, 39.15 feet to the East line of Lot 32; thence along said East line South 02°09'21" East, 7.12 feet to the South line of Lot 32; thence along said South line North 88°55'01" West, 94.15 feet; thence departing said South line North 47°48'17" West 36.72 feet to the Point Of Beginning, containing 1,076 square feet.

Permanent Drainage Easement – Tract 31

A drainage easement in part of Lot 32 of GLENDELL ACRES FIRST PLAT, a Subdivision in the City of Edgerton, Johnson County, Kansas, said part being more particularly described by Wayne E. Malnicof, Kansas P.S.-1239, October 17, 2024, as follows: Beginning at the Southwest corner of Lot 32 in said subdivision; thence along the West line of said Lot 32 North 02°09'21" West, 24.19 feet; thence departing said West line South 47°48'17" East, 36.72 feet to the South line of Lot 32; thence along said South line North 88°55'01" West, 26.30 feet to the Point Of Beginning, containing 318 square feet.

Temporary Construction Easement – Tract 33

A temporary construction easement in part of Lot 31 of GLENDELL ACRES FIRST PLAT, a Subdivision in the City of Edgerton, Johnson County, Kansas, said part being more particularly described by Wayne E. Malnicof, Kansas P.S.-1239, October 17, 2024, as follows: Beginning at the Southwest corner of Lot 31 in said subdivision; thence along the West line of said Lot 31 North 02°09'21" West, 3.19 feet; thence departing said West line South 88°55'01" East, 38.29 feet; thence North 01°04'59" East, 9.65 feet; thence South 88°55'01" East, 33.54 feet; thence South 35°07'56" East, 10.73 feet; thence South 88°55'01" East, 34.91 feet; thence North 37°54'47" East, 10.81 feet to the East line of Lot 31; thence along said East line South 02°19'31" East, 12.86 feet to the South line of Lot 31; thence along said South line North 88°55'01" West, 120.15 feet; to the Point Of Beginning, containing 812 square feet.

Temporary Construction Easement – Tract 34

A temporary construction easement in part of Lot 176 of GLENDELL ACRES SECOND PLAT, a Subdivision in the City of Edgerton, Johnson County, Kansas, said part being more particularly described by Wayne E. Malnicof, Kansas P.S.-1239, October 17, 2024, as follows: Beginning at the Northwest corner of Lot 176 in said subdivision; thence along the North line of said Lot 176 South 88°42'46" East, 172.37 feet to the East line of said Lot 176; thence along said East line South 14°06'31" West, 12.31 feet; thence North 88°42'46" West, 116.88 feet; thence North 01°17'14" East, 3.00 feet; thence North 88°42'46" West, 54.49 feet to the West line of Lot 176; thence along said West line North 12°12'12" East, 9.17 feet to the Point Of Beginning, containing 1,902 square feet.

Temporary Construction Easement – Tract 35

A temporary construction easement in part of Lot 162 of GLENDELL ACRES SECOND PLAT, a Subdivision in the City of Edgerton, Johnson County, Kansas, said part being more particularly described by Wayne E. Malnicof, Kansas P.S.-1239, October 22, 2024, as follows: Beginning at the Northwest corner of Lot 162 in said subdivision; thence along the North line of said Lot 162 South 88°42'46" East, 24.06 feet; thence departing said North line South 80°44'22" East, 72.09 feet; thence North 88°42'46" West, 97.73 feet to the West line of Lot 162; thence along said West line North 14°06'31" East, 10.26 feet to the Point Of Beginning, containing 609 square feet.

Permanent Sanitary Sewer Easement – Tract 35

A Sanitary Sewer easement in part of Lot 162 of GLENDELL ACRES SECOND PLAT, a Subdivision in the City of Edgerton, Johnson County, Kansas, said part being more particularly described by Wayne E. Malnicof, Kansas P.S.-1239, October 22, 2024, as follows: Beginning at the Northeast corner of Lot 162 in said subdivision; thence along the East line of said Lot 162 South 13°22'13" West, 16.25 feet; thence departing said East line North 80°44'22" West, 114.56 feet to the North line of Lot 162; thence along said North line South 88°42'46" East, 116.88 feet to the Point Of Beginning, containing 929 square feet.

Temporary Construction Easement – Tract 36

A temporary construction easement in part of Lot 160 and 161 of GLENDELL ACRES SECOND PLAT, a Subdivision in the City of Edgerton, Johnson County, Kansas, said part being more particularly described by Wayne E. Malnicof, Kansas P.S.-1239, October 22, 2024, as follows: Commencing at the Northwest corner of Lot 161 in said subdivision; thence along the West line of said Lot 161 South 13°22'13" West, 10.37 feet to the Point Of Beginning; thence departing said West line South 88°55'01" East, 42.16 feet; thence South 01°04'59" West, 6.80 feet; thence South 88°55'01" East, 2.00 feet to the East line of said Lot 161; thence along said East line North 01°04'59" East, 12.11 feet; thence departing said East line South 84°13'56" West, 44.47 feet to the Point Of Beginning, containing 131 square feet.

Permanent Sanitary Sewer Easement – Tract 36

A sanitary sewer easement in part of Lot 160 and 161 of GLENDELL ACRES SECOND PLAT, a Subdivision in the City of Edgerton, Johnson County, Kansas, said part being more particularly described by Wayne E. Malnicof, Kansas P.S.-1239, October 22, 2024, as follows: Beginning at the Northwest corner of Lot 161 in said subdivision; thence along the West line of said Lot 161 South 13°22'13" West, 10.37 feet; thence departing said West line North 84°13'56" East, 44.47 feet to the East line of said Lot 161; thence along said East line North 01°04'59" East, 4.82 feet to the North line of said Lot 161; thence along said North line North 88°55'01" West 41.95 feet to the Point Of Beginning, containing 319 square feet.

Temporary Construction Easement – Tract 37

A temporary construction easement in part of Lot 41 of GLENDELL ACRES FIRST PLAT, a Subdivision in the City of Edgerton, Johnson County, Kansas, said part being more particularly described by Wayne E. Malnicof, Kansas P.S.-1239, October 17, 2024, as follows: Commencing at the Northwest corner of Lot 41 in said subdivision; thence along the West line of said Lot 41 South 01°04'59" West, 4.82 feet to the Point Of Beginning; thence continuing along the West line of said Lot 41 South 01°04'59" West, 12.11 feet; thence departing said West line South 88°55'01" East, 12.69 feet; thence North 01°04'59" East, 6.00 feet; thence South 88°55'01" East, 28.25 feet; thence South 01°04'59" West, 9.34 feet; thence South 88°55'01" East, 32.36 feet; thence South 01°04'59" West, 4.62 feet; thence South 88°55'01" East, 2.00 feet to the East line of Lot 41; thence along said East line North 01°04'59" East, 24.89 feet to the North line of lot 41; thence along said North line North 88°55'01" West, 35.14 feet; thence departing said North line South 84°13'56" West, 40.45 feet to the Point Of Beginning, containing 1,132 square feet.

Permanent Sanitary Sewer Easement – Tract 37

A sanitary sewer easement in part of Lot 41 of GLENDELL ACRES FIRST PLAT, a Subdivision in the City of Edgerton, Johnson County, Kansas, said part being more particularly described by Wayne E. Malnicof, Kansas P.S.-1239, October 22, 2024, as follows: Beginning at the Northwest corner of Lot 41 in said subdivision; thence along the West line of said Lot 41 South 01°04'59" West, 4.82 feet; thence departing said West line North 84°13'56" East, 40.45 feet to the North line of said Lot 41; thence along said North line North 88°55'01" West, 40.16 feet to the Point Of Beginning, containing 97 square feet

Temporary Construction Easement – Tract 38

A temporary construction easement in part of Lot 42 of GLENDELL ACRES FIRST PLAT, a Subdivision in the City of Edgerton, Johnson County, Kansas, said part being more particularly described by Wayne E. Malnicof, Kansas P.S.-1239, October 17, 2024, as follows: Beginning at the Northwest corner of Lot 42 in said subdivision; thence along the West line of said Lot 42 South 01°04'59" West, 24.89 feet; thence departing said West line South 88°55'01" East, 15.35 feet; thence North 01°04'59" East, 9.66 feet; thence South 88°55'01" East, 59.64 feet to the East line of Lot 42; thence along said East line North 01°04'59" East, 15.23 feet to the North line of Lot 42; thence along said North line North 88°55'01" West, 74.99 feet to the Point Of Beginning, containing 1,290 square feet.

Temporary Construction Easement – Tract 39

A temporary construction easement in part of Lot 43 of GLENDELL ACRES FIRST PLAT, a Subdivision in the City of Edgerton, Johnson County, Kansas, said part being more particularly described by Wayne E. Malnicof, Kansas P.S.-1239, October 17, 2024, as follows: Beginning at the Northwest corner of Lot 43 in said subdivision; thence along the West line of said Lot 43 South 01°04'59" West, 19.09 feet; thence departing said West line South 88°56'33" East, 16.70 feet; thence North 01°04'41" East, 10.51 feet; thence South 88°37'28" East, 58.29 feet to the East line of Lot 43; thence along said East line North 01°04'59" East, 8.87 feet to the North line of Lot 43; thence along said North line North 88°55'01" West, 74.99 feet to the Point Of Beginning, containing 827 square feet.

Temporary Construction Easement – Tract 40

A temporary construction easement in part of Lot 44 of GLENDELL ACRES FIRST PLAT, a Subdivision in the City of Edgerton, Johnson County, Kansas, said part being more particularly described by Wayne E. Malnicof, Kansas P.S.-1239, October 17, 2024, as follows: Beginning at the Northwest corner of Lot 44 in said subdivision; thence along the West line of said Lot 44 South 01°04'59" West, 15.56 feet; thence departing said West line South 88°54'50" East, 32.15 feet; thence North 01°04'59" East, 10.56 feet; thence South 88°55'01" East, 42.85 feet to the East line of Lot 44; thence along said East line North 01°04'59" East, 5.00 feet to the North line of Lot 44; thence along said North line North 88°55'01" West, 74.99 feet to the Point Of Beginning, containing 715 square feet.

Temporary Construction Easement – Tract 41

A temporary construction easement in part of Lot 45 of GLENDELL ACRES FIRST PLAT, a Subdivision in the City of Edgerton, Johnson County, Kansas, said part being more particularly described by Wayne E. Malnicof, Kansas P.S.-1239, October 17, 2024, as follows: Beginning at the Northwest corner of Lot 45 in said subdivision; thence along the West line of said Lot 45 South 01°04'59" West, 9.61 feet; thence departing said West line South 88°55'01" East, 25.00 feet; thence North 01°04'59" East, 1.61 feet; thence South 88°55'01" East, 49.99 feet to the East line of said Lot 45; thence along said East line North 01°04'59" East, 8.00 feet to the North line of Lot 45; thence along said North line North 88°55'01" 74.99 feet to the Point Of Beginning, containing 640 square feet.

Temporary Construction Easement – Tract 42

A temporary construction easement in part of Lot 46 of GLENDELL ACRES FIRST PLAT, a Subdivision in the City of Edgerton, Johnson County, Kansas, said part being more particularly described by Wayne E. Malnicof, Kansas P.S.-1239, October 17, 2024, as follows: Beginning at the Northwest corner of Lot 46 in said subdivision; thence along the West line of said Lot 46 South 01°04'59" West, 11.61 feet; thence departing said West line South 88°55'01" East, 33.73 feet; thence North 01°04'59" East, 6.26 feet; thence South 88°55'01" East, 41.27 feet to the East line of said Lot 46; thence along said East line North 01°04'59" East 5.35 feet to the North line of Lot 46; thence along said North line North 88°55'01" West, 74.99 feet to the Point Of Beginning, containing 612 square feet.

Temporary Construction Easement – Tract 43

A temporary construction easement in part of Lot 47 of GLENDELL ACRES FIRST PLAT, a Subdivision in the City of Edgerton, Johnson County, Kansas, said part being more particularly described by Wayne E. Malnicof, Kansas P.S.-1239, October 17, 2024, as follows: Beginning at the Northwest corner of Lot 47 in said subdivision; thence along the West line of said Lot 47 South 01°04'59" West, 5.35 feet; thence departing said West line South 88°55'01" East, 17.93 feet; thence South 01°04'59" West, 4.65 feet; thence South 88°55'01" East, 57.06 feet to the East line of said Lot 47; thence along the East line North 01°04'59" East 10.00 feet to the North line of Lot 47; thence along the North line North 88°55'01" West, 74.99 feet to the Point Of Beginning, containing 667 square feet.

Temporary Construction Easement – Tract 44

An 8 foot temporary construction easement in part of Lot 48 of GLENDELL ACRES FIRST PLAT, a Subdivision in the City of Edgerton, Johnson County, Kansas, said part being more particularly described by Wayne E. Malnicof, Kansas P.S.-1239, October 17, 2024, as follows: The North 8.00 feet of Lot 48 of said subdivision, containing 600 square feet.

Temporary Construction Easement – Tract 45

An 8 foot temporary construction easement in part of Lot 49 of GLENDELL ACRES FIRST PLAT, a Subdivision in the City of Edgerton, Johnson County, Kansas, said part being more particularly described by Wayne E. Malnicof, Kansas P.S.-1239, October 17, 2024, as follows: The North 8.00 feet of Lot 49 of said subdivision, containing 600 square feet.

Temporary Construction Easement – Tract 46

A temporary construction easement in part of Lot 50 of GLENDELL ACRES FIRST PLAT, a Subdivision in the City of Edgerton, Johnson County, Kansas, said part being more particularly described by Wayne E. Malnicof, Kansas P.S.-1239, October 17, 2024, as follows: Beginning at the Northwest corner of Lot 50 in said subdivision; thence along the West line of said Lot 50 South 01°04'59" West, 8.00 feet; thence departing said West line South 88°55'01" East, 8.81 feet; thence South 01°04'59" West, 14.24 feet; thence South 88°55'01" East, 20.94 feet; thence North 01°04'59" East, 14.24 feet; thence South 88°55'01" East, 45.24 feet to the East line of said Lot 50; thence along said East line North 01°04'59" East, 8.00 feet to the North line of Lot 50; thence along said North line North 88°55'01" West 74.99 feet to the Point Of Beginning, containing 897 square feet.

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

PASSED by the Governing Body of the City of Edgerton, Kansas, and approved by the Mayor on the 14th day of November 2024.

Donald Roberts, Mayor

(Seal)

ATTEST:

ALEXANDRIA CLOWER, CITY CLERK

APPROVED AS TO FORM:

TODD LUCKMAN for

Stumbo Hanson, LLP, City Attorneys

City Council Action Item

Council Meeting Date: November 14, 2024

Department: Public Works

Agenda Item: Consider an Invoice for Utility Inspection & Roadway Worker in Charge Services from Wilson & Company for \$105,000 for Dwyer Sewer Extension Project.

Background/Description of Item:

On August 23, 2023, City Council approved an agreement with BNSF Railway for a Pipeline License to access BNSF property perform the work related to the Dwyer Sewer Extension beneath the railroad. Subsequently the agreement was executed, and a permit was issued by BNSF to the City. Part of the agreement includes additional services including inspection coordination and flagging/safety oversight known as Roadway Worker In Charge (RWIC). The costs for these additional services are based on days and hours required by the contractor to perform the work within the BNSF right of way.

On May 23, 2024, City Council approved a contract with Beemer Construction, Inc. for the construction of the Dwyer Sewer Extension. Since then, the contractor has reviewed all necessary permits and mobilized to site. In preparation for the work within the BNSF right of way the contractor provided the City with an estimated number of days where RWIC services will be needed. City Staff then coordinated with BNSF through Wilson & Company who provides these services to schedule inspections.

On July 25, 2024, City Council approved payment of a pre-payment invoice to Wilson & Company for inspections and RWIC services that included 40 working days of 10-hour days and working on Saturdays as requested by the contractor plus 40 hours of overtime for flagging set up and travel time.

On November 4, 2024, City Council approved an extension of the inspection and RWIC services with Wilson & Company for \$45,000 that would provide an additional two weeks of work, expiring November 16, 2024. Since that date, there have been further delays related to railroad requirements shutting down operations. Additionally, the progress of rock boring continues to be unexpectedly slow.

Due to the many elements of this project slowing down the work on the railroad right-of-way, City Staff recommends a not to exceed of \$105,000. Rather than estimating a construction schedule, this amount will be enough to continue working until the next City Council meeting

on December 12, 2024 where City Staff will provide an update or request additional funds if needed.

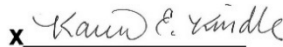
This invoice is through the same agreement executed with BNSF with Wilson & Company working on behalf of BNSF. The cost for BNSF inspections and RWIC are budgeted within the construction budget for the Dwyer Sewer Extension project. By billing this invoice directly to the City, we are saving the likely mark-up associated with processing this work through the contractor. City Staff recommends approving \$105,000 as a maximum not to exceed for prepayment of additional inspection and RWIC services. Any unused funds will be returned to the City.

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

Funding Source: KDHE SRF Loan, RHID

Budget Allocated: \$5,000,000

Finance Director Approval:


Karen Kindle, Finance Director

<p>Recommendation: Approve Pre-Payment of Invoice for Utility Inspection & Roadway Worker In Charge Services from Wilson & Company for \$105,000 for Dwyer Sewer Extension Project.</p>
--

Enclosed: None

Prepared by: Holly Robertson, PE, CIP Project Manager



Community Development Quarterly Report

Quarter 3:
Jul-Sept 2024

Building

Building Permits Issued

7 RESIDENTIAL **6** NON RESIDENTIAL

1
REROOFS

2
SERVICE UPGRADES

2
HVAC

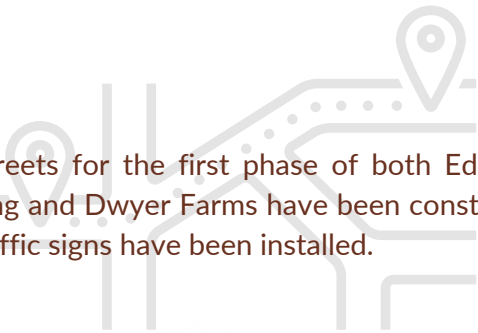
1
POOL

\$824,139 TOTAL PERMIT VALUATION

\$46,650 Residential Valuation

\$777,489 Non-residential Valuation

The streets for the first phase of both Edgerton Crossing and Dwyer Farms have been constructed and traffic signs have been installed.



Planning

1 Final PUD Approved

1 Rezoning Approved

2 Conditional Use Permits Approved

1 Sign Permits Approved

Code updates for driveways and fences approved

Planning News



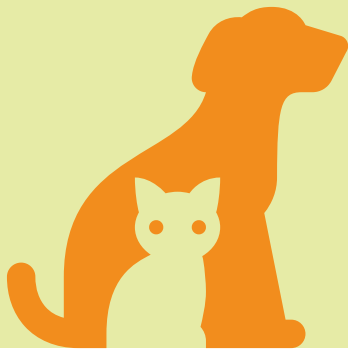
The Johnson County Community College CDL Training Facility held a ribbon-cutting on October 4, 2024. The 3,000 square foot building has offices, a truck driving simulator, and classrooms along with 9 driving pads.



Community Development Quarterly Report

Quarter 3:
Jul-Sept 2024

Animal Control



49

LOOSE ANIMALS

3

BARKING COMPLAINTS

4

DECEASED ANIMALS REMOVED

9

UNREGISTERED PET VIOLATIONS

0

NEGLECT INVESTIGATIONS

1

CHICKEN PERMITS & INSPECTIONS

0

DANGEROUS DOG

1

DOG BITE CASES

0

CITATION ISSUED

18 CASES OFFICER DRIVEN

22 RESIDENT/JOCO SHERIFF DRIVEN

Boat/RV	9
Inoperable Vehicles	23
Trash/Exterior Conditions/Storage	18
Public Safety	3
Parking	0
Signage	0
Tall Grass/Weeds	3
Environmental	0
Zoning	1

CODE ENFORCEMENT

77% ABATED

23% OPEN CASES

58

VIOLATION LEVEL CASES

71%

OFFICER DRIVEN

4

CITATIONS ISSUED

29%

RESIDENT DRIVEN

The Community Development Department strives to create a livable, resilient, and safe City by enhancing and guiding our community's neighborhoods and commercial areas through City planning, building supervision, code enforcement, and animal control.

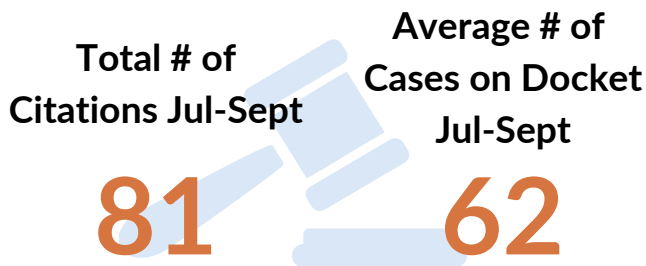


Municipal Court and Supplemental JCSO Report

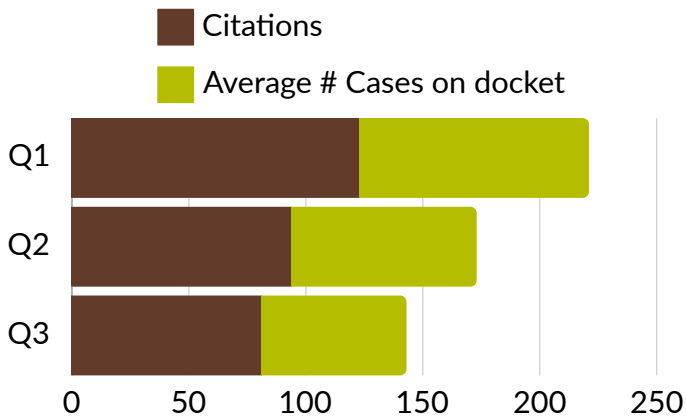
City Council Meeting
November 14, 2024

Edgerton Municipal Court is held on the first and third Tuesdays of every month beginning at 2:00 p.m. The City's Court is managed by a Court Clerk with a contracted judge and prosecutor.

Edgerton Municipal Court



Payment Plans Managed	7
Warrants Issued	15
Warrants Cleared	11
Warrants Recalled	2



Clearance Rate July-September 2024

28% of cases cleared within 30 days

76% of cases cleared within 90 days

Fines and Fees

\$28,8462 fines/fees ordered

\$25,235 fines/fees collected*

*Approximately 12% of collections are remitted to the State of Kansas

State Fees Collected

Reinstatement Fixed Fee	\$15.00
Reinstatement Fee	\$85.00
Judicial Branch Docket Fee Fund	\$22.00
Judicial Branch Education Fund	\$1.00
Law Enforcement Training Center Fund	\$22.50
Community Corrections Supervision Fee - DUI	\$250.00
Seat Belt Safety Fund	\$20.00





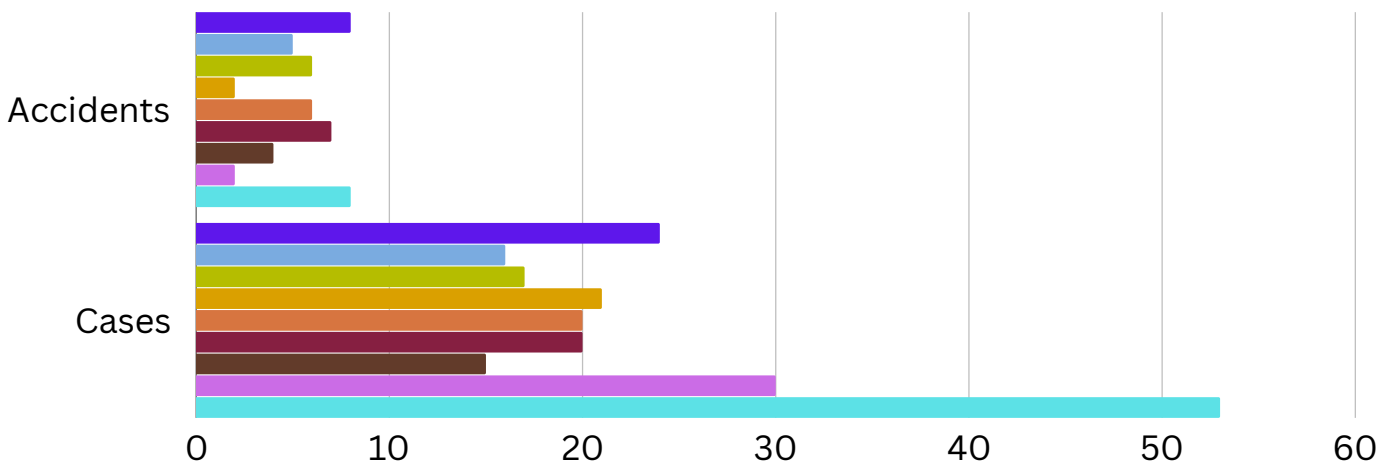
Municipal Court and Supplemental JCSO Report

City Council Meeting
November 14, 2024

The City of Edgerton contracts with the Johnson County Sheriff's Office for law enforcement services. Since 2020, the City also pays for an additional power shift for the residential core.

Types of calls in 2024

Accidents are specifically traffic-related
Cases include everything from animal welfare to drugs to mental health



Total Calls for Service Jan - Sept 2024

