

**EDGERTON CITY COUNCIL  
MEETING AGENDA  
CITY HALL, 404 EAST NELSON STREET  
December 12, 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 November 14, 2024 Regular City Council Meeting
5. Approve Consider Renewal of a Cereal Malt Beverage License for Jay Kay Inc., DBA D's Mini Mart for 2025
6. Approve Contract with Weather Or Not®, Inc. to provide Weather Forecasting Services for 2025
7. Approve Resolution No. 12-12-24A Declaring the Boundaries of the City of Edgerton, Johnson County, Kansas
8. Approve an Agreement Renewing an Existing Facility Use and Maintenance Agreement for the Bank of Knowledge and Authorizing Its Use by the Board of Directors of the Johnson County Library as a Library Facility
9. Approve a Month-to-Month Contract Extension with Helping Hands Cleaning Ministry to Provide Cleaning Services for the Edgerton City Hall and Other Auxiliary Office Spaces
10. Approve Concurrence to Bid for the 2<sup>nd</sup> Street Reconstruction Project
11. Approve Final Acceptance for Edgerton Lake and Dam Exploration Project and Return Remaining Funds of \$8,390.76 to the Special Park & Recreation Fund
12. Approve Temporary Construction Easement and Permanent Drainage Easement for Jane and Danny Oneal at 210 W Edgewood Dr. for the 2<sup>nd</sup> Street Reconstruction Project
13. Approve Temporary Construction Easement and Permanent Pedestrian Easement for Curtis Crisler at 400 E 2<sup>nd</sup> St. for the 2<sup>nd</sup> Street Reconstruction Project
14. Approve Temporary Construction Easement for David and Nancy Lammers at 107 W Edgewood Dr. for the 2<sup>nd</sup> Street Reconstruction Project
15. Approve Temporary Construction Easement for Mario Perez Jr. and Ashley Firth at 410 E 2<sup>nd</sup> St. for the 2<sup>nd</sup> Street Reconstruction Project
16. Approve Temporary Construction Easement and Permanent Drainage Easement for Erica Kell and Jacob Foster at 110 W Edgewood Dr. for the 2<sup>nd</sup> Street Reconstruction Project
17. Approve Temporary Construction Easement for Tim Miller at 200 W Edgewood Dr. for the 2<sup>nd</sup> Street Reconstruction Project
18. Approve Temporary Construction Easement for Sarah Lenker at 100 W Edgewood Dr. for the 2<sup>nd</sup> Street Reconstruction Project
19. Approve Temporary Construction Easement for Brenda and Roy Crim at 115 W Edgewood Dr. for the 2<sup>nd</sup> Street Reconstruction Project

20. Approve Temporary Construction Easement for Alan Donahoo at 103 W Edgewood Dr. for the 2<sup>nd</sup> Street Reconstruction Project
21. Approve Temporary Construction Easement for Cynthia Cope at 203 E McDonald St. for the 2<sup>nd</sup> Street Reconstruction Project
22. Approve Temporary Construction Easement and Permanent Sanitary Sewer Easement for Steven Crim at 1005 W 3<sup>rd</sup> St. for the 2<sup>nd</sup> Street Reconstruction Project
23. Approve Temporary Construction Easement and Permanent Sanitary Sewer Easement for Donna Pearce, Co-Trustee of the Larry L. Pearce Intervivos Trust, at 1002 W 3<sup>rd</sup> St. for the 2<sup>nd</sup> Street Reconstruction Project
24. Approve Temporary Construction Easement for Morgan and Tyrone Hillman at 209 W Edgewood Dr. for the 2<sup>nd</sup> Street Reconstruction Project
25. Approve Temporary Construction Easement for Matthew and Melissa Talley at 306 W Edgewood Dr. for the 2<sup>nd</sup> Street Reconstruction Project
26. Approve Temporary Construction Easement for Joshua and Ruth Batchelor at 701 E 2<sup>nd</sup> St. for the 2<sup>nd</sup> Street Reconstruction Project
27. Approve Temporary Construction Easement for Calukas Properties LLC at 610 E 2<sup>nd</sup> St. for the 2<sup>nd</sup> Street Reconstruction Project
28. Approve Temporary Construction Easement for Steven Harkins at 111 W Edgewood Dr. for the 2<sup>nd</sup> Street Reconstruction Project
29. Approve Temporary Construction Easement for Juan Abundiz and Visenta Hernandez at 502 E 2<sup>nd</sup> St. for the 2<sup>nd</sup> Street Reconstruction Project
30. Approve Temporary Construction Easement for David Crow at 510 E 2<sup>nd</sup> St. for the 2<sup>nd</sup> Street Reconstruction Project
31. Approve Temporary Construction Easement and Permanent Street Easement for Ross Ackley at 105 E Edgewood Dr. for the 2<sup>nd</sup> Street Reconstruction Project
32. Approve Temporary Construction Easement and Permanent Drainage Easement for Kyle McSpadden at 820 E 2<sup>nd</sup> St. for the 2<sup>nd</sup> Street Reconstruction Project
33. Approve Temporary Construction Easement for Anne Patterson, Trustee, at 200 E Martin St. for the 2<sup>nd</sup> Street Reconstruction Project.

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

### **Regular Agenda**

34. **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.
35. **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**

**36. CONSIDER OUTSIDE CITY LIMITS WATER SERVICE LINE APPLICATION**

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

**37. CONSIDER APPROVAL OF AGREEMENT WITH DIGITAL EARTH CONSULTING LLC FOR SLUDGE REMOVAL SERVICES**

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

**38. CONSIDER FACILITY USE AND MAINTENANCE AGREEMENT WITH EDGERTON HISTORIC SOCIETY FOR EDGERTON COMMUNITY MUSEUM**

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

**39. CONSIDER FINAL ACCEPTANCE OF CONSTRUCTION OF THE GLENDELL ACRES PARK IMPROVEMENTS PROJECT WITH CM CONCRETE, INC.**

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

**40. CONSIDER A CONTRACT WITH COMBES CONSTRUCTION FOR PARK SIGNAGE AT GLENDELL ACRES PARK AND MANOR PARK FOR \$27,181.**

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

**41. CONSIDER PURCHASE OF A DIGITAL SIGN FOR THE GREENSPACE FOR \$15,549.00 FROM LUMINEO SIGNS.**

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

**42. CONSIDER CHANGE ORDER #1 TO CONTRACT WITH BEEMER CONSTRUCTION CO. FOR DWYER FARMS SANITARY SEWER EXTENSION PROJECT**

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

**43. CONSIDER ORDINANCE NO. 2173 ADOPTING THE PLANNING COMMISSION'S RECOMMENDATION TO APPROVE A CONDITIONAL USE PERMIT (CU2024-0102) ALLOWING FOR A COMMUNICATION TOWER OVER 60 FEET IN HEIGHT IN THE AG (AGRICULTURAL) DISTRICT FOR KC POWER & LIGHT CO. ON THE PROPERTY LOCATED AT 18827 DILLIE ROAD, EDGERTON, KANSAS.**

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

**44. CONSIDER ORDINANCE NO. 2174 AMENDING CHAPTER IV – BUILDINGS, CONSTRUCTION AND FIRE OF THE MUNICIPAL CODE OF THE CITY OF EDGERTON,**

**KANSAS SPECIFICALLY TO ADD REGULATIONS TO THE FIRE CODE PERTAINING TO FOOD TRUCKS.**

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

**45. CONSIDER RESOLUTION NO. 12-12-24B ESTABLISHING FEES AND RATES FOR PERMITS, LICENSES AND SERVICES FOR THE CITY OF EDGERTON, KANSAS**

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

**46. CONSIDER RENEWAL OF AGREEMENTS WITH ADOPT A HIGHWAY TO SPONSOR 56 HIGHWAY FOR LITTER REMOVAL SERVICES BOTH NORTHBOUND AND SOUTHBOUND OF THE ROADWAY.**

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

**47. PRESENTATION OF 2024 COMPENSATION AND BENEFITS STUDY AND CONSIDER ORDINANCE NO. 2175 PROVIDING FOR THE RANGE OF SALARIES AND COMPENSATION OF VARIOUS CITY OFFICERS AND EMPLOYEES OF THE CITY OF EDGERTON, KANSAS, EFFECTIVE UPON PUBLICATION AND REPEALING ALL ORDINANCES IN CONFLICT THEREWITH**

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

**48. Report by the City Administrator**

- Update: Senior Property Tax Rebate Program
- Update: Home Improvements Grant Program
- The Greenspace Rentals & Rental Regulations

**49. Report by the Mayor**

- Update: Edgerton Community Food Pantry

**50. Future Meeting Reminders:**

January 9: City Council Meeting  
January 14: Planning Commission Meeting  
January 23: City Council Meeting

**51. CONSIDER RECESSING INTO EXECUTIVE SESSION PURSUANT TO THE ATTORNEY/CLIENT EXCPTION TO INCLUDE CITY ATTORNEY AND CITY ADMINISTRATOR (K.S.A. 75- 4319(B)(2))**

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

**EVENTS**

Dec. 13: Kids Night Out – Holiday PJ Party  
Dec. 18: Senior Lunch & Bingo  
Dec. 20: Senior Dominoes  
Dec. 23<sup>rd</sup>-25<sup>th</sup>: City Offices Closed for Holiday  
Jan. 1: City Offices Closed for Holiday



**City of Edgerton, Kansas**  
**Minutes of City Council Regular Session**  
**November 14, 2024**

A Regular Session of the City Council was held in the Edgerton City Hall, 404 E. Nelson, Edgerton, Kansas November 14, 2024. The meeting convened at 7:00PM with Mayor Roberts presiding.

**1. ROLL CALL**

Clay Longanecker	present
Josh Lewis	present
Deb Lebakken	absent
Bill Malloy	absent
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
- Recreation Superintendent, Brittany Paddock
- Development Services Director, Zach Moore
- Senior Accountant, Justin Vermillion
- CIP Project Manager, Holly Robertson
- Assistant to the City Administrator, Kara Banks
- Animal Control/Code Enforcement Officer, Charlie Lydon

**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 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 2<sup>nd</sup> Street Reconstruction Project
15. Approve Temporary Construction Easement, Permanent Drainage Easement, and Permanent Street Easement for Ottawa Cooperative Association at 1002 E 2<sup>nd</sup> Street for the 2<sup>nd</sup> Street Reconstruction Project
16. Approve Temporary Construction Easement for Brewer, Susan E. at 205 W Edgewood Dr. for the 2<sup>nd</sup> Street Reconstruction Project
17. Approve Temporary Construction Easement for Janie Emberton, Trustee of the Emberton Family Trust at 203 E Martin Street for the 2<sup>nd</sup> Street Reconstruction Project
18. Approve Temporary Construction Easement for Tate, Michael A. & Carolyn A. at 300 W Edgewood Dr. for the 2<sup>nd</sup> Street Reconstruction Project
19. Approve Resolution No. 11-14-24A Authorizing the Closure of Nelson Street During the Mayor's Christmas Tree Lighting

Councilmember Longanecker moved to approve the Consent Agenda with item 12 removed for further discussion, seconded by Councilmember Lewis. The Consent Agenda was approved, 3-0.

Councilmember Longanecker asked Mr. Merkh if the City is classified as a no lead system.

Mr. Merkh stated the state considers Edgerton as a no lead system because there are no known led service lines and no indication of lead from the models, which is all based on the inventory.

Councilmember Longanecker asked if that is the end of the LCRR.

Mr. Merkh stated there is still an increase in testing requirements and there may be further requirements that will come from the EPA.

Councilmember Longanecker moved to approve item 12, the Final Acceptance of the Lead and Copper Rule Revision Project. Councilmember Lewis seconded the motion. The motion carried, 3-0.

### **Regular Agenda**

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

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

### **Business Requiring Action**

#### **22. CONSIDER OUTSIDE CITY LIMITS WATER SERVICE LINE APPLICATION**

Mr. Merkh addressed the Council. He stated in October, an application was submitted by Ms. Chandler for Water Connection to service her property. This property is outside the corporate

city limits of Edgerton. The code states the applicant must receive approval by the governing body before connection can be made, as well as pay any applicable fees.

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.

With no questions or comments, Mayor Roberts requested motion to approve the application for new water service at 38620 W. 207h St. Edgerton, KS.

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

### **23. CONSIDER 2025 FUNDING RECOMMENDATIONS FOR THE HUMAN SERVICE FUND**

Ms. Kristy Baughman with United Community Services addressed the Council. She stated HSF is a critical city-county partnership with Johnson County and 14 cities. General tax dollars are awarded to non-profits that distribute those funds to residents at or below the federal poverty level. Communities like Edgerton have access to these funds that they would otherwise not be able to have. In 2023, over \$400,000 was committed from jurisdictions, for things like a night of safety, job training, food, etc. with nearly 60,000 residents benefiting from this service.

Mayor Roberts stated he appreciates what this organization does and believes this is really the biggest bang for our buck. The numbers presented include Edgerton citizens.

Ms. Kristy stated it is a unique fund. Most counties do not have a fund like this and it really is meaningful to the organizations that provide and residents that receive from them.

Councilmember Lewis asked if they could see a breakdown of where the dollars are spent and what municipalities.

Ms. Kristy stated she can get that breakdown and pass it along. Most of the organizations can pull where that resident came from.

With no further discussion, Mayor Roberts requested motion to the 2025 Funding Recommendation of \$5,000 for the Human Service Fund.

Councilmember Conus moved to approve, seconded by Councilmember Longanecker. The motion carried, 3-0.

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

Mr. Oltman, ElevateEdgerton! President, addressed the Council. He stated this contract is the same as previous years and included are the deliverables for this next year. He highlighted several projects, including the new housing development at Dwyer Farms, new construction at Edgerton Crossing, and another new restaurant that will be announced soon near the Goodcents on Homestead Lane.

He stated ElevateEdgerton! recently recognized the 2024 Investor of the Year as USD 231. This award started 4 years ago. He stated this has been the best year for membership growth. People are wanting to contribute to the community and help shine a light on Edgerton.

Mayor Roberts added that Dwyer Farms and has conceptual commitments on 9 homes, likely 8 will be purchased when available.

Mr. Oltman stated once they get started, they anticipate about 5 new home sales a month.

With no further discussion, Mayor Roberts requested motion to approve the 2025 Contract with ElevateEdgerton!.

Councilmember Longanecker moved to approve, seconded by Councilmember Lewis. The motion carried, 3-0.

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

Ms. Kindle addressed the Council. She stated in October 2022, Council approved a merchant credit card services agreement with Global Payments. Civic Plus, the new recreation software, requires a separate merchant number and an additional agreement needs approved. The draft rate is the same as what was approved for Tyler. The experience staff has had with them has been good. The agreement has been reviewed and approved by the City Attorney.

With no discussion, Mayor Roberts requested motion to approve the agreement with Global Payments for the Merchant Credit Card processor for CivicPlus software.

Councilmember Longanecker moved to approve, seconded by Councilmember Lewis. The motion carried, 3-0.

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

Ms. Robertson addressed the Council. She 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 easement, permanent pedestrian easement, and right-of-way from properties along this project.

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. Easement offers were provided to the property owners prior to November 4, 2024, the notice expires December 4th. If the 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.

With no discussion, Mayor Roberts requested motion to approve Ordinance No. 2172.

Councilmember Lewis moved to approve, seconded by Councilmember Longanecker. The motion carried, 3-0.

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

Ms. Robertson stated in November 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 setting 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, the City saves 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.

She stated since the extension request granted on November 4<sup>th</sup>, they have only been able to process 10ft. further, have had 2 days of rain delays, and 2 days the railroad shut down the project. The crew has had to continue switching out bits, change out the bogger, etc. with an average of only 3 to 5 feet a day in progress made.

Councilmember Longanecker asked why the railroad shut down operations for two days.

Ms. Robertson stated they shut down one day because work was being done on the railroad 12 miles from the project and that took precedence. And then shut down another day due to a shutdown company-wide from an accident on the railroad in another state.

Councilmember Longanecker asked how this fits in with our pay schedule.

Ms. Robertson stated we have not received an answer on that yet.

Councilmember Lewis asked if there is any notification when this happens.

Councilmember Conus asked if there is any recourse.

Ms. Robertson stated no, typically there is none.

Ms. Linn noted is that while this process here is painful, it will open up significant land for future use.

With no further discussion, Mayor Roberts requested motion to approve the prepayment of \$105,000 for RWIC Services from Wilson & Company for the Dwyer Sewer Extension Project.

Councilmember Longanecker moved to approve, seconded by Councilmember Conus. The motion carried, 3-0.

## 28. Report by the City Administrator

- **WALK ON:** Grants Awarded

Ms. Robertson stated today, the City received notice that Edgerton was awarded the KDOT cost share grant. The grant is a full \$1 million for the 2<sup>nd</sup> Street Reconstruction project. She stated the City has received a total of \$2.5 Million dollars in grants over the last couple years.

- The Greenspace Update

Mr. Scott Crane with HBS addressed the Council. He stated just 15 months ago, we were in the blazing heat tossing dirt to do a groundbreaking. Today, the crews are working to finish the interior. There is a very detailed punch list from the architect making sure everything is done as required. The contractual substantial completion is set for February.

He stated there have been 22 change orders so far, 18 have been minor and already approved. This accounts for about .4% of total construction contract. City council has approved 4 change orders to date. In total, the changes have accounted for less than 3% of construction contract. He stated this is an amazing number this close to the finish line. He stated he spent 12 years at a school district and cannot point to any new or major renovation where at the end there was less than 3% change orders. This is a huge testament to this staff and the time spent really knowing what the community wanted out of this project.

Councilmember Longanecker asked when they can have a walkthrough.

Mayor Roberts stated there will be a sneak peek walk through at the Mayor's Christmas Tree lighting ceremony.

Ms. Linn stated part of the reason the street closure is on the agenda, is so the public can stand on the sidewalk for the lighting and Mayor will stand on stage with the switch and at the conclusion, everyone will be welcomed to walk through the building for a sneak peek. It will not be every room, but it will give a tremendous feel for the building.

- 3<sup>rd</sup> Quarter Community Development Report

Mr. Moore reviewed the report provided. He stated the number of permits on the residential side does not include Dwyer Farms, which should be reported in the 4<sup>th</sup> quarter. He stated for 312 E 5<sup>th</sup> St., council has ordered the building demolished. Denton Excavating will proceed with that demolition and it will be a 6-8 week turnaround.

Ms. Linn stated she had asked Mr. Moore and Code Enforcement Officer Charlie Lydon to put together some before and after shots of properties to highlight the change that has occurred.

Mr. Lydon reviewed several before and after pictures. He stated he does not often get a chance to look back at the progress these properties have made, some even surprised him. He stated this will highlight how individual homes and folks who decide to abate or invest

make improvements and how even one house can have an impact on those surrounding it. He stated most are great impacts made without much cost to the resident.

Councilmember Conus asked what is unacceptable for backyards.

Mr. Lydon stated backyards are difficult because it is hard for him to see or gain access. He tries to use best judgement, so as long as a backyard is not creating a nuisance, drawing pests, and is neat or orderly, he will work with individuals to get things straightened up.

Ms. Linn added that exterior maintenance issues like mowing, removing trash, and having things outside that are not exterior rated, are usually easily remedied.

Mayor Roberts noted the City cannot and does not go through to backyards unless invited by a neighbor and making contact with the home owner. So really, what's acceptable to your neighbor could also be the line.

Councilmember Conus asked if a claim can be made online.

Ms. Linn responded yes. She stated the City does not want to get in the middle if they cannot see the nuisance from the street. When Charles position was created it was about nuisance of adjoining resident, so until the resident next door provides that piece, sometimes the City cannot do anything.

Councilmember Lewis stated residents receive a lot of patience from the City's side, which is unique compared to other jurisdictions.

Mr. Lydon stated yes, if we can continue to stay in contact and do everything we can first without them taking advantage of the system, we see much better results.

- 3<sup>rd</sup> Quarter Municipal Court & Supplemental Johnson County Sheriff's Office Report

Ms. Banks reviewed the 3<sup>rd</sup> Quarter court report provided.

Representatives from the Sheriff's Office gave their report regarding calls for service numbers, generalized hot spots for calls, and crime data totals compared to previous year.

Mayor Roberts stated with the new administration coming in at the Sheriff's Office, he would really love to be able to sit down and talk with them once they can.

- Job Description – Construction Inspector

Mr. Merkh stated staff introduced job progressions for staff as well as some new positions for approval, including the proposed construction inspector job, during the budget work session. This person would be responsible for permits like Right-Of-Way Permits as well as locates for utilities and will be on as many construction projects as possible for inspections. Currently, the city utilizes 3 to 5 companies over the last few years and would like to transition this to an in-house job, similar to the transition that was for the building inspector.



Ms. Linn stated this is the last position out of that conversation during work session. It is likely this position will be off-setting hours, not all hours used for construction inspection, but off-setting the money paid outside of the city.

Councilmember Longanecker asked if this affects the current building inspectors position?

Mr. Merkh stated this position would be more for the public infrastructure side of things, like roadway projects.

With no further discussion, Mayor Roberts requested motion to approve the Job Description for the Construction Inspector.

Councilmember Longanecker moved to approve, seconded by Councilmember Lewis. The motion carried, 3-0.

**WALK ON: CONSIDER NEW CMB LICENSE FOR LVPKS LLC DBA TA EXPRESS, EDGERTON**

Ms. Linn stated it was mentioned a little earlier that the City was notified of the property changing ownership at the On-the-Go facility. Their request is to divide the parcel in half and the north half of the property will change hands on November 19<sup>th</sup>. This includes the TA Express, Goodcents, etc. The truck wash and south half will still be owned by the current owner. To stay compliant, staff is requesting approval of the CMB license for the new owners, pending completion of the background checks.

With no discussion, Mayor Roberts requested motion to approve the CMB License for LVPKS LLC DBA TA Express, Edgerton for 2025.

Councilmember Longanecker moved to approve, seconded by Councilmember Lewis. The motion carried, 3-0.

**WALK ON: MEAT INFERNO UPDATE**

Ms. Paddock stated this year was the biggest event yet with 41 teams competing in the Masters Contest, including two from GEHS. She stated staff heard great things and a post-event survey was full of praise for the event. Multiple teams scored over 700 and received 180s as a perfect score. There were 75 judges and volunteers that helped make this event a success.

Mayor and Council thanked Brittany for her hard work on this event, praising her for a phenomenal job.

Ms. Paddock thanked them and stated it would not be possible without the help of the team.

**29. Report by the Mayor**

Mayor Roberts stated he had no report to give.

**30. Future Meeting Reminders**

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

**31. CONSIDER RECESSING INTO EXECUTIVE SESSION PURSUANT TO THE ATTORNEY/CLIENT EXCPTION TO INCLUDE CITY ATTORNEY, CITY ADMINISTRATOR, AND PW DIRECTOR 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, Public Works Director, Dan Merkh, and City Attorney, Todd Luckman.

The executive session will start at 8:50PM and last 10 minutes. The open meeting will resume in the Council Chambers.

Councilmember Longanecker 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 8:51PM, 3-0.

Councilmember Lewis moved to return to open session with no action being taken. Councilmember Longanecker seconded the motion. Open session resumed at 9:01PM, 3-0.

**32. Adjourn**

Councilmember Lewis moved to adjourn, seconded by Councilmember Longanecker. The meeting was adjourned at 9:02 PM with a 3-0 vote.

Submitted by Alex Clower, City Clerk

## City Council Action Item

**Council Meeting Date:** December 12, 2024

**Department:** Administration

### **Agenda Item: Consider Renewal of a Cereal Malt Beverage License for Jay Kay Inc., DBA D's Mini Mart for 2025**

**Background/Description of Item:**

Application for the following business has met the necessary requirements for issuance of cereal malt beverage license and is recommended for approval by staff. License fees are established in Chapter 3, Article 1, Section 3-109 of the Edgerton Municipal Code in the amount of \$35.00 for retail. A separate stamp fee of \$25.00 for the State of Kansas has been collected.

The applications and recommendations are available for review in the City Clerk's Office.

<b>License</b>	<b>Name</b>	<b>Address</b>
#2	Jay Kay Inc. DBA D's Mini Mart	101 East Morgan

**Related Ordinance(s) or Statue(s):** Ordinance 574

**Funding Source:** N/A

**Budget Allocated:** N/A

**Finance Director Approval:** N/A

### **Recommendation: Approve Renewal of Cereal Malt Beverage License for Jay Kay Inc., DBA D's Mini Mart at 101 East Morgan Street for 2025**

**Prepared by:** Alex Clower, City Clerk



## City Council Action Item

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**Council Meeting Date:** December 12, 2024

**Department:** Public Works

### **Agenda Item: Consider Contract with Weather Or Not®, Inc. to provide Weather Forecasting Services for 2025**

**Background/Description of Item:**

On January 12, 2017, City Council approved an agreement with Weather or Not® to provide weather forecasting services. These forecasts are designed to provide key operational staff with the ability to schedule projects accurately and efficiently and/or emergency operations as necessary. This service provides staff with weather forecasts and lightning notification information via email, web portal, text messages and phone calls. Notifications are provided twice a day during normal condition, additionally Weather or Not will contact staff via phone during significant weather event. These calls are vital for the City's Winter Weather Operations and these notifications give staff additional tools during inclement weather events.

Over the last several years this service has been utilized by multiple departments, the key element has been the emergency notifications, as well as being able to call Weather or Not® for real time updates. This service has helped staff with workflow planning, provide event staff with forecasting data with localized lighting updates to better manage events, and better identify winter weather response and reaction.

The City's purchasing policy allows and encourages the practice of cooperative purchases. Traditionally this has been most frequently utilized with Vehicle and Equipment. The purchasing policy allows for the City to "piggy-back" on contracts entered-into by other jurisdictions. Section 2.14 of the agreement between the City of Prairie Village and Weather or Not® includes the cooperative purchasing provisions to allow the City of Edgerton to piggy-back on an existing contract.

The cooperative agreement that Weather or Not holds with the City of Prairie Village is in the final year of the contract process, in 2025 staff will look at other options to fulfil the weather service needs. Prairie Village's Contract with Weather or Not contract pricing for 2024 will stay the same with the base contract price of \$10,568. The all-inclusive fee for Premier Plus (\*including A+ Weather Post Storm Reports), Sferic Maps total lightning service, and the Mid-Range Forecast (weekly delivered month-long outlook) for a total contract cost of \$12,575. The 2025 Public Works budget in Emergency Management includes sufficient funds to cover the annual contract costs.

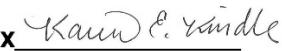
The contract runs from January 1, 2025, to December 31, 2025.

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

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**Funding Source:** General Fund-Public Works-Emergency Management

**Budget Allocated:** \$13,500

x 

**Finance Director Approval:** Karen Kindle, Finance Director

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**Recommendation: Approve Contract with Weather Or Not®, Inc. to provide Weather Forecasting Service for 2025, at a price not to exceed \$12,575**

**Enclosed:** City of Edgerton: A+ Weather Services Contract 2025  
City of Prairie Village: Cooperative Contract Documents 2023-2025

**Prepared by:** Chase Forrester, Public Works Foreman



11006 Parallel Parkway, Suite 100B  
Kansas City, Kansas 66109  
913.722.3955

## City of Edgerton, KS Weather Services Contract

This is to confirm that the City of Edgerton, KS retains Weather or Not, Inc ("Weather or Not") from January 1 – December 31, 2025, to provide Weather forecasting services set forth herein. Forecasts shall be emailed M-F by 7:00am and 3:00pm and weekends 8:00am with all appropriate updates being made as information becomes available. Text alerts will be delivered to up to

10 City of Edgerton mobile devices. The City of Edgerton may call for updates whenever they choose. *Weather or Not* may record telephone calls between weather forecasters and the City of Edgerton. The City of Edgerton understands that these recordings may occur for the purpose of *Weather or Not* customer service training (without further notices) and consents to these recordings.

The all-inclusive fee for the Premier Plus, (\*including the Sferic Maps<sup>SM</sup> total lightning service and A+ Weather Post Storm Reports and Mid-Range Forecasts) billable annually in the amount of \$12,575.00, payable net 20. Sferic Maps<sup>SM</sup> End User License Agreement electronic consent required. The City of Edgerton agrees that the information provided by *Weather or Not* as a part of the services shall not be rebroadcast, redistributed, republished or otherwise reproduced, in whole or in part, without the express written consent of *Weather or Not*.

The City of Edgerton acknowledges that forecasting the weather is not an exact science and that *Weather or Not* has no control over the City of Edgerton's actions in response to forecasts and information delivered by *Weather or Not*. *Weather or Not* shall not be responsible for the acts or omissions of the City of Edgerton taken in reliance upon the information provided by *Weather or Not*, hereunder. The City of Edgerton hereby releases *Weather or Not*, its representatives, officers, directors, and shareholders from all loss, cost, damage, liability and expense including actual, consequential, and incidental damages suffered by the City of Edgerton or any of its agents, contractors or employees or other third parties as a result of weather conditions, whether or not forecasted by *Weather or Not*, or as a result of any other services provided by *Weather or Not*.

The City of Edgerton hereby agrees that this agreement shall not be assigned or otherwise transferred in whole or in part without the express written consent of *Weather or Not*. This agreement shall be binding when signed by both parties.

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Sara Croke  
Weather or Not, Inc.

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Donald Roberts, Mayor  
City of Edgerton, KS

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Date

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Date

## City Council Action Item

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**Council Meeting Date:** December 12, 2024

**Department:** Administration

### **Agenda Item: Consider Approval of a Resolution No. 12-12-24A Declaring the Boundaries of the City of Edgerton, Johnson County,**

**Background/Description of Item:**

Pursuant to K.S.A. 12-517 each year in which territory has been added to or excluded from a city's corporate limits, the city is required to adopt a resolution declaring those boundaries. There have been no added or excluded territories for the City since the boundaries established in 2022.

Exhibit A, as prepared by the City Engineer and entitled "Boundary Description of the Corporate Limits of the City of Edgerton, Johnson County, Kansas," describes and depicts the legal boundaries of the City. Pursuant to K.S.A. 12-518 and as described in the resolution, the City Clerk will file certified copies of this Resolution with the Johnson County Clerk, the Johnson County Election Commissioner, the Johnson County Register of Deeds, and the Kansas State Transportation Engineer.

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

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**Funding Source:** N/A

**Budget Allocated:** N/A

**Finance Director Approval:** N/A

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### **Recommendation: Consider Approval of a Resolution No. 12-12-24A Declaring the Boundaries of the City of Edgerton, Johnson County, Kansas.**

**Enclosed:** Resolution No. 12-12-24A  
Exhibit A - Boundary Description of the Corporate Limits of the City of Edgerton,  
Johnson County, Kansas

**Prepared by:** Alexandria Clower, City Clerk

**RESOLUTION NO. 12-12-24A**

**A RESOLUTION DECLARING THE BOUNDARIES OF THE CITY OF EDGERTON,  
JOHNSON COUNTY, KANSAS**

**WHEREAS**, the Governing Body is required under K.S.A. 12-517 to declare by Resolution the entire boundary of the City in any year in which territory has been added to or excluded from the City.

**NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE  
CITY OF EDGERTON, KANSAS, AS FOLLOWS:**

**Section 1. Declaration of Boundary.** The Governing Body of the City hereby finds and determines that the boundaries of the City of Edgerton, Johnson County, Kansas as of December 31, 2024 are as described and depicted in the attached "Exhibit A" entitled "Boundary Description of the Corporate Limits of the City of Edgerton, Johnson County, Kansas."

**Section 2. Filing of Certified Copies.** The Governing Body hereby directs and instructs the City Clerk to file, pursuant to K.S.A. 12-518, certified copies of this Resolution with the Johnson County Clerk, the Johnson County Election Commissioner, the Johnson County Register of Deeds, and the Kansas State Transportation Engineer.

**Section 3. 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 12<sup>th</sup> DAY OF DECEMBER, 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



**EXHIBIT A**  
**BOUNDARY DESCRIPTION OF THE CORPORATE LIMITS**  
**OF THE CITY OF EDGERTON, JOHNSON COUNTY, KANSAS**

**TRACT 1**

Commencing at the Northeast corner of Section 12, Township 15 South, Range 21 East, Johnson County, Kansas: thence West along the North line of said Section 12, a distance of 261.4 feet, to the point of beginning; thence South  $0^{\circ}44'53''$  East a distance of 507.4 feet; thence North  $89^{\circ}57'07''$  West a distance of 65.74 feet; thence North  $0^{\circ}44'53''$  West a distance of 318.04 feet; thence North  $89^{\circ}57'07''$  East a distance of 56.94 feet; thence North  $0^{\circ}44'53''$  West a distance of 44 feet more or less to the southeast corner of the KCPL substation tract; thence West along the south line of the KCPL substation tract a distance of 100 feet to the southwest corner of said KCPL tract; thence North along the West line of said KCPL tract a distance of 100 feet to the South right-of-way line of U.S. Highway 56; thence west along the South right-of-way of U.S. Highway 56 a distance of 264 feet more or less; thence South  $16^{\circ}02'00''$  East a distance of 767.51 feet; thence South  $01^{\circ}16'00''$  East a distance of 193.84 feet; thence S. $69^{\circ}03'E$ . 220.49 feet; thence S. $88^{\circ}38'E$ . to a point on the West right-of-way line of West 6<sup>th</sup> Street; thence along the West right-of-way line of West 6<sup>th</sup> Street North 200.50 feet; thence S. $88^{\circ}38'E$ . to the East line of said Section 12; thence South along said East line to a point which is 208.71 feet North of the Southeast corner of the Northeast  $\frac{1}{4}$  of said Section 12; thence West parallel with the South line of said Northeast  $\frac{1}{4}$ , 228.71 feet; thence South 208.71 feet to the South line of said Northeast  $\frac{1}{4}$ ; thence East along said South line, 228.71 feet to the Southeast corner of said Northeast  $\frac{1}{4}$ ; thence South, along the East line of said Section 12 to a point 1,007.56 feet North of the Southeast corner of the Southeast  $\frac{1}{4}$  of said Section 12; thence West 1,324.79 feet along the South line of the North 100 acres of the Southeast  $\frac{1}{4}$  of said Section 12; thence South 20 feet along the West line of the East  $\frac{1}{2}$  of the Southeast  $\frac{1}{4}$  of said Section 12; thence West 642 feet along the North line of the South 30 acres of the West  $\frac{1}{2}$  of the Southeast  $\frac{1}{4}$  of said Section 12; thence South 471.43 feet; thence West 292.8 feet; thence South 515 feet to a point on the South line of said Section 12; thence East along the South line of said Section 12 to the Southwest corner of Section 7, Township 15 South, Range 22 East; thence continuing East along the South line of said Section 7 to the Southeast corner of the Southwest  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of said Section 7; thence North along the East line of the Southwest  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of said Section 7 to a point on the South line of the North  $\frac{1}{2}$  of the Southwest  $\frac{1}{4}$  of said Section 7, which line is also the South line of Glendell Acres, Second Plat; thence East along said South line a distance of 463 feet to the Southeast corner of said Plat; thence North along the East line of said Plat to a point on the South line of Lot 41, Glendell Acres, First Plat; thence East along the South line of Glendell Acres, First Plat to a point 10.0 feet West of the Southeast corner of Lot 51, Glendell Acres, First Plat Amended; thence South  $11^{\circ}30'42''$  West, 464.48 feet; thence North  $89^{\circ}31'32''$  East, 90.24 feet to a point on the Northwest line of the Atchison, Topeka and Santa Fe Railroad Company right-of-way; thence Northeasterly along said Northwesterly railroad right-of-way line to a point on the South line of the Northeast  $\frac{1}{4}$  of said Section 7; thence East along the South line of said Northeast  $\frac{1}{4}$  a distance of 384 feet, more or less, to the Southwest corner of Lot 1, County Clerk's Subdivision of the Northeast  $\frac{1}{4}$  of said Section 7; thence North and Northeasterly along the West and North lines of said Lot 1 to the Northeast corner thereof; thence South 84 feet to the Northwest corner of Lot 2 of said County Clerk's Subdivision; thence South along the West line of said Lot 2, approximately 566 feet to a point that is 150 feet North of the South Line of said Lot 1; thence Westerly parallel to and 150 feet North of the South line of said Lot 1 to a point 225 feet from the East line of said Lot 1; thence Southerly parallel to and 225 West of the East line of said Lot 1 approximately 150 feet to the South line of said Lot 1; thence Easterly along the South line of said Lot 1 approximately 225 feet to the Southeast corner of said Lot 1, said point also being the

Southwest corner of said Lot 2; thence East along the South line of said Lot 2 to the Southeast corner of said Lot 2; said point also being the Southeast corner of the Northeast  $\frac{1}{4}$  of said Section 7 and the Northwest corner of the Southwest  $\frac{1}{4}$  of Section 8, Township 15 South, Range 22 East; thence South along the West line of the Southwest  $\frac{1}{4}$  of said Section 8 to the Southwest corner of said Section 8; thence South along the West line of the Northwest  $\frac{1}{4}$  of Section 17, Township 15 South, Range 22 East, Johnson County, Kansas, 378 feet; thence West parallel to the North line of the Northeast  $\frac{1}{4}$  of Section 18, Township 15 South, Range 22 East, Johnson County, Kansas, 576.20 feet; thence North parallel to the East line of said Northeast  $\frac{1}{4}$ , 378 feet to a point on the North line of said Northeast  $\frac{1}{4}$ ; thence West along said North line of said Northeast  $\frac{1}{4}$  to the Northwest corner of said Northeast  $\frac{1}{4}$ ; thence South along the West line of said Northeast  $\frac{1}{4}$ , 920.40 feet; thence West parallel to the North line of the Northwest  $\frac{1}{4}$  of said Section 18, approximately 1,140 feet to a point on the Easterly line of a tract of land conveyed to the Southern Kansas Railway Company in that certain warranty deed dated April 26, 1899 and recorded June 15, 1899 in book 79 at page 626 of register of deeds records of Johnson County, Kansas; thence South  $17^{\circ} 25'$  East, along said Easterly line of said tract, 200 feet; thence South  $72^{\circ} 35'$  West, along the Southerly line of said tract, 237.4 feet to a point on the West line of the East  $\frac{1}{2}$  of said Northwest  $\frac{1}{4}$  of Section 18; thence South along said West line, 345 feet, to the point of beginning of a certain tract of land conveyed to the Southern Kansas Railway Company in that certain warranty deed dated April 26, 1899 and recorded June 15, 1899 in book 79 at page 624 of register of deeds records of Johnson County, Kansas; thence South  $26^{\circ}$  East along the Northeasterly line of said tract, 400 feet; thence South  $26^{\circ}$  West along the Southeasterly line of said tract, 195 feet to a point on said West line of the East  $\frac{1}{2}$  of said Northwest  $\frac{1}{4}$ ; thence South along said West line to the Southwest Corner of the East  $\frac{1}{2}$  of said Northwest  $\frac{1}{4}$  of Section 18; thence East along the South line of said East  $\frac{1}{2}$  to the Southeast corner of said Northwest  $\frac{1}{4}$  of Section 18; thence South 904.4 feet along the West line of the Southeast Quarter of said Section 18 to the North right-of-way line of Interstate 35; thence Northeasterly along the North right-of-way line of said I-35 to a point on the North line of the Southeast Quarter of said Section 18, said point being 1017.6 feet West of the Northeast corner of the Southeast Quarter of said Section 18; thence Northeasterly along said right of way line of Interstate 35 approximately 1,325.7 feet to a point on said existing right of way line of Interstate 35 that is 100 feet West of and 879.9 feet North of the Southeast corner of the Northeast  $\frac{1}{4}$  of said Section 18; thence Northeasterly continuing along said right of way line of Interstate 35, 555.1 feet; thence East 25.0 feet to a point on the East line of said Northeast  $\frac{1}{4}$ , said point being 1429.9 feet North of the Southeast corner of said Northeast  $\frac{1}{4}$ ; thence East 25.00 feet to a point on the Northerly right-of-way of I-35, thence South  $07^{\circ}14'53''$  East along said right-of-way, 704.57 feet; thence South  $85^{\circ}51'43''$  East along said right-of-way, 746.60 feet; thence North  $78^{\circ}07'04''$  East along said right-of-way, 401.10 feet; thence North  $73^{\circ}49'42''$  East along said right-of-way, 1,316.03 feet, to a point on the East line said Northwest  $\frac{1}{4}$ ; thence North along said East line to the Northeast corner of said Northwest  $\frac{1}{4}$ ; thence continuing North along the East line of the Southwest  $\frac{1}{4}$  of Section 8, Township 15 South, Range 22 East 1,320.38 feet to the South line of an existing cemetery; thence West along the South line of the existing cemetery to the Southwest corner of said cemetery; thence North along the West line of said cemetery to the Northwest corner of said cemetery; thence East along the North line of said cemetery to a point on the East line of said Southwest  $\frac{1}{4}$ ; thence North along said East line to the Northeast corner of said Southwest  $\frac{1}{4}$ ; thence West along the North line of said Southwest  $\frac{1}{4}$  to the Northwest corner of said Southwest  $\frac{1}{4}$  and the Southeast corner of Lot 2 of County Clerk's Subdivision of the Northeast  $\frac{1}{4}$  of said Section 7; thence North along the East line of said Lot 2 to the North line of the South 775.50 feet of said Lot 2 of said County Clerk's Subdivision; thence West along the North line of the South 775.50 feet of said Lot 2 to a Northwesterly line of said Lot 2; thence Northeasterly along the Northwesterly lines of said Lot 2 to a point on the Southeasterly right-of-way line of the original right-of-way of the Kansas City and Santa Fe Railroad Company, now the Atchison, Topeka and Santa Fe Railway Company,

said point being 100.00 feet Southeasterly of and measured at right angles to the original center line of main track of said Railroad Company; thence Northeasterly along said right-of-way line, 165.0 feet, more or less, to a point on the Northeasterly right-of-way line of the S.M. Crockett Road No. 61; thence Southeasterly along said road right-of-way to the Southeast corner of Lot 4 of the County Clerk's Subdivision of part of the Northeast  $\frac{1}{4}$  of Section 7 and part of the Northwest  $\frac{1}{4}$  of Section 8, said Southeast lot corner being a point on the East line of Section 7, 1,152.3 feet, more or less, North of the Southeast corner of the Northeast  $\frac{1}{4}$  of Section 7; thence Northerly along the East line of Section 7 to the Southwest corner of Lot 1 of County Clerk's Subdivision of the Northwest  $\frac{1}{4}$  of Section 8; thence Northeasterly along the Southeast line of said Lot 1 a distance of 1,110 feet, more or less; thence Northwest on a line that is perpendicular to the Southeast line of said Lot 1, a distance of 50.0 feet, more or less, to the South right-of-way line of the existing Atchison, Topeka, and Santa Fe Railroad Company tracks; thence Westerly along said South right-of-way line to a point on the Eastward extension of the North right-of-way line of Nelson Street; thence Westerly along said North right-of-way line, a distance 235.0 feet, more or less, to a point on the Westerly right-of-way line of the Atchison, Topeka, and Santa Fe Railroad Company; thence Northeasterly along said right-of-way a distance of 175 feet, more or less, to a point on the West right-of-way line of Sixth Street; thence Northerly along the West right-of-way line of Sixth Street a distance of 180.0 feet, more or less; thence Easterly 60.0 feet to a point on the Northwesterly right-of-way line of the Atchison, Topeka, and Santa Fe Railroad Company, common to the Southeast corner of Lot 7 of County Clerk's Subdivision; thence Northeasterly along said right-of-way, a distance of 843.0 feet to the Northeasterly corner of Lot 8; thence Westerly along the Northerly boundary of Lot 8 to a point on the centerline of Sixth Street; thence Northerly 140 feet, more or less, to the North line of Section 7; thence Easterly long the North line of Section 7 to the Northwesterly right-of-way of the Atchison, Topeka and Santa Fe Railroad Company; thence Northeasterly along said Northwesterly railroad right-of-way to the East line of Section 6, Township 15 South, Range 22 East; thence North along said East line 90 feet to a point 2,026 feet South of the Northeast corner of the Southeast  $\frac{1}{4}$  of said Section 6; thence Southwesterly along the Northerly right-of-way line of U.S. Highway 56 and a curve to the right 670 feet, more or less; thence continuing along said Northerly right-of-way line North at right angles 30 feet, more or less; thence Southwesterly along said right-of-way 625 feet to a point on the centerline of Bull Creek, said point being 160 feet, more or less, North of the South line of said Section 6; thence continuing along said Northerly right-of-way line North and West along the centerline of said Bull Creek to a point 280 feet, more or less, North of the South line of said Section 6; thence continuing along said Northerly right-of-way line Northerly 60 feet; thence continuing along said Northerly right-of-way line Westerly 95 feet; thence continuing along said Northerly right-of-way line Southerly perpendicular to the South line of said Section 6, a distance of 260 feet to a point 56 feet North of said South line of said Section 6; thence continuing along said Northerly right-of-way line Westerly 523 feet, more or less, to a point 54.6 feet North of the Southwest corner of the Southeast  $\frac{1}{4}$  of said Section 6; thence continuing along said Northerly right-of-way line South along the West line of the Southeast  $\frac{1}{4}$  of said Section 6, 10 feet; thence continuing along said Northerly right-of-way line Westerly to a point 40 feet East of and 40 feet North of the Southeast corner of the Southwest  $\frac{1}{4}$  of said Section 6; thence continuing along said Northerly right-of-way line West parallel to and 40 North of the South line of said Section 6 to the West line of said Section 6; thence continuing along said Northerly right-of-way line West parallel to and 40 feet North of the South line of the Southeast  $\frac{1}{4}$  of Section 1, Township 15 South, Range 21 East, 261.4 feet; thence South 40 feet to a point on the South line of said Section 1 and the Point of Beginning.

ALSO:

All of the Southwest Quarter and the Northwest Quarter of Section 17, Township 15 South, Range 22 East in Johnson County, Kansas, lying South and East of the Interstate 35 right-of-way (see Annexation Ordinance No. 1083)(including the right-of-way for Sunflower Road).

ALSO:

All that part of the Northeast Quarter of Section 5, Township 15, Range 22, in Johnson County, Kansas, lying North and West of the North right of way line of U.S. Highway 56 as now established and West of the West bank of a small branch running North and South across the Northeast corner thereof and containing 70 acres more or less.

NOTE: The aforesaid legal description was contained in the original conveyance. However, said legal description now excepts Deeds filed in Book 1147, Page 195; Book 1263, Page 725; Book 1436, Page 879; Book 1450, Page 267; Book 1571, Page 304; Book 2667, Page 371; Book 3143, Page 314; Book 3568, Page 121; Book 4835, Page 632.

AND

Beginning at the Northeast Corner of the Northeast Quarter of Section 5, Township 15, Range 22, Johnson County, Kansas; thence West along the North line of said Northeast Quarter a distance of 553.65 feet; thence S. 23 ° 10' E. along the top bank of a Branch a distance of 494.93 feet more or less to the Northerly Right-of-Way of K-56 Highway; thence N. 48° 11'13"E. along said Right-of-Way a distance of 480.01 feet more or less to the East line of said Northeast Quarter; thence N.0° 29'53"E. a distance of 135 feet more or less to the Point of Beginning, together with an easement described as: Right of Ingress and Egress Easement; all of the Southeasterly 15 feet (being parallel to the Northerly Right-of-Way of K-56 Highway) of the above described tract and the East 15 the above described tract.

NOTE: The aforesaid legal description was contained on the original conveyance. However, said legal description now accepts a portion of Deeds filed in Book 3143, Page 314; and Book 3568, Page 121.

All that part of the Southwest Quarter of Section 5, Township 15, Range 22, lying Northwesterly of the West right of way line of Highway No. 50 (now known as Highway No. 56).

The South Half of the Northwest Quarter of Section 5, Township 15, Range 22, except the following tract: Beginning at the Southeast corner of said Northwest Quarter; thence West 193 feet, more or less, to a point 175 feet North at right angles of the center line of the Atchison, Topeka and Santa Fe Railroad (now known as the Burlington Northern Santa Fe Railroad); thence in an Easterly direction parallel to said railroad 250 feet, more or less, to the East line of said Northwest Quarter; thence South along said line 158 feet, more or less, to the place of beginning.

AND

All that part of the Southwest Quarter of Section 5, Township 15, Range 22, lying Northwesterly of the West right of way line of Highway No. 50 (now known as Highway No. 56).

## TRACT 2

BEGINNING AT A POINT ON THE EAST LINE OF THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 14 SOUTH, RANGE 22 EAST OF THE 6TH P.M. IN JOHNSON COUNTY, KANSAS, SAID POINT OF BEGINNING BEING THE POINT OF INTERSECTION OF THE EAST LINE OF THE SAID SOUTHWEST QUARTER WITH THE NORTHWESTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 56; THENCE ALONG THE NORTHWESTERLY RIGHT-OF-WAY OF SAID U.S. 56 NORTHWESTERLY TO THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 34; THENCE ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 34 EAST OF THE NORTHWESTERLY RIGHT-OF-WAY LINE OF THE NORTH TRACK OF THE BURLINGTON NORTHERN AND SANTA FE RAILROAD; THENCE ALONG THE NORTHWESTERLY RIGHT-OF-WAY LINE OF THE SAID B.N.S.F. RAILROAD NORTHEASTERLY TO THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 27; THENCE ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 27 SOUTH TO THE NORTHWEST RIGHT-OF-WAY LINE FOR THE SOUTH TRACKS OF THE B.N.S.F. RAILROAD; THENCE ALONG THE NORTHWEST RIGHT-OF-WAY LINE FOR THE SOUTH TRACKS OF THE B.N.S.F. RAILROAD NORTHEASTERLY TO THE EAST LINE OF THE SOUTHWEST QUARTER OF SECTION 26; THENCE ALONG THE EAST LINE AT THE SOUTHWEST QUARTER OF SAID SECTION 26 SOUTH TO THE SOUTH QUARTER CORNER OF SAID SECTION 26; THENCE ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 35 SOUTH TO THE CENTER OF SAID SECTION 35; THENCE ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 35 WEST TO THE WEST QUARTER CORNER OF SAID SECTION 35; THENCE ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 35 SOUTH TO THE NORTHWEST CORNER OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 35; THENCE ALONG THE NORTH LINE OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 35 EAST TO THE NORTHEAST CORNER OF THE WEST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 35; THENCE ALONG THE EAST LINE OF THE WEST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 35 SOUTH TO THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 35; THENCE ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 35 EAST TO THE NORTH QUARTER CORNER OF SECTION 2, TOWNSHIP 15 SOUTH, RANGE 22 EAST; THENCE ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 2 SOUTH TO THE CENTER OF SAID SECTION 2; THENCE ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 2 WEST TO THE NORTHWESTERLY RIGHT-OF-WAY LINE OF INTERSTATE 35; THENCE ALONG THE NORTHWESTERLY RIGHT-OF-WAY LINE OF SAID I-35 SOUTHWESTERLY TO THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 2; THENCE ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 2 NORTH TO THE SOUTHEAST CORNER OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 3; THENCE ALONG THE SOUTH LINE OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 3

WEST TO THE SOUTHWEST CORNER OF THE NORTH HALF OF THE SOUTHEAST  
 QUARTER OF SAID SECTION 3; THENCE ALONG THE WEST LINE OF THE NORTH  
 HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 3  
 NORTH TO THE CENTER OF SAID SECTION 3; THENCE ALONG THE WEST LINE OF THE  
 NORTHEAST QUARTER OF SAID SECTION 3  
 NORTH TO THE SOUTH RIGHT-OF-WAY LINE OF 191ST STREET, BEING 20.00 FOOT  
 SOUTH OF THE NORTH LINE OF THE EAST HALF OF THE NORTHWEST  
 QUARTER OF SAID SECTION 3; THENCE PARALLEL AND 20.00 FEET SOUTH OF  
 (MEASURED PERPENDICULAR TO) THE NORTH LINE OF THE NORTHWEST  
 QUARTER OF SAID SECTION 3 AND ALONG THE SOUTH RIGHT-OF-WAY LINE OF  
 SAID 191ST STREET  
 WEST TO A POINT 1294.00 FOOT WEST AND 20.00 FOOT SOUTH OF THE NORTH  
 QUARTER CORNER OF SAID SECTION 3, BEING ON THE EAST LINE OF  
 ANNEXATION ORDINANCE NO. 961;  
 SOUTH 335.00 FEET TO THE SOUTHEAST CORNER OF SAID ORDINANCE NO. 961;  
 THENCE ALONG THE SOUTH LINE OF SAID ORDINATE NO. 961  
 WEST TO THE EAST LINE OF THE WEST HALF OF THE NORTHWEST QUARTER OF SAID  
 SECTION 3; THENCE  
 SOUTH TO THE SOUTHEAST CORNER OF THE WEST HALF OF THE NORTHWEST  
 QUARTER OF SAID SECTION 3; THENCE AND ALONG THE SOUTH LINE OF THE  
 WEST HALF OF THE NORTHWEST QUARTER OF SAID SECTION  
 WEST TO THE NORTHEAST CORNER OF ORDINANCE NO. 971, BEING 300.63 FEET  
 N.88°26'03"E. FROM THE WEST QUARTER CORNER OF SAID SECTION 3; THENCE  
 ALONG THE EAST AND SOUTHERLY LINES OF THE SAID ORDINANCE NO. 976  
 S.1°49'33"E. 180.44 FEET; THENCE  
 S.19°58'32"W. 53.85 FEET; THENCE  
 S.1°49'33"E. 2200.00 FEET; THENCE  
 S.42°48'23"E. 160.60 FEET; THENCE  
 N.88°24'21"E. 585.00 FEET; THENCE  
 S.60°09'53"E. 105.48 FEET TO THE NORTH RIGHT-OF-WAY LINE OF 199TH STREET;  
 THENCE  
 S.1°35'39"E. 25.00 FEET TO THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID  
 SECTION 3; THENCE  
 S.1°35'39"E. 25.00 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF SAID 199TH STREET;  
 THENCE ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAID 199TH STREET  
 BEING 25.00 FEET SOUTHERLY OF (MEASURED PERPENDICULAR TO) THE  
 NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 10  
 N.88°24'11"E. 1530.70 FEET TO THE EAST LINE OF THE NORTHWEST QUARTER OF SAID  
 SECTION 10; THENCE ALONG THE EAST LINE OF THE NORTHWEST QUARTER  
 OF SAID SECTION 10  
 SOUTH TO THE CENTER OF SAID SECTION 10; THENCE ALONG THE NORTH LINE OF  
 THE SOUTHEAST QUARTER OF SAID SECTION 10  
 EAST TO THE EAST QUARTER CORNER OF SAID SECTION 10; THENCE ALONG THE  
 NORTH LINE OF THE SOUTHWEST QUARTER OF SECTION 11  
 EAST TO THE NORTHEAST CORNER OF A ONE SQUARE ACRE TRACT IN THE  
 NORTHWEST CORNER OF THE WEST HALF OF THE SOUTHWEST QUARTER OF  
 SAID SECTION 11; THENCE ALONG THE EAST LINE OF THE ONE SQUARE ACRE  
 TRACT  
 SOUTH 25.00 FEET; THENCE PARALLEL TO AND 25.00 FEET SOUTHERLY OF THE  
 SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 11  
 N.88°21'42"E. 1137.68 FEET; THENCE

N.2°12'06"W. 25.00 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 11 AND THE SOUTHEAST CORNER OF MERTZ ADDITION; THENCE ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 11 AND THE EAST LINE OF SAID MERTZ ADDITION

N.2°11'57"W. 655.62 FEET TO THE NORTHEAST CORNER OF SAID MERTZ ADDITION; THENCE ALONG THE EASTERLY EXTENSION OF THE NORTH LINE OF SAID MERTZ ADDITION

N.88°22'30" EAST 30.10 FEET; THENCE

N.1°45'10"W. 660.93 FEET TO A POINT ON THE SOUTH LINE OF A TRACT RECORDED IN BOOK 200905 ON PAGE 001098 AND THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 11; THENCE ALONG THE SOUTH LINE OF THE SAID TRACT AND THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER

N.88°21'07"E. 261.08 FEET TO THE SOUTHEAST CORNER OF THE SAID TRACT; THENCE ALONG THE EAST LINE OF THE SAID TRACT

N.2°05'12"W. 1316.60 FEET TO THE NORTHEAST CORNER OF SAID TRACT AND THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 11; THENCE ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 11

N.88°20'31"E. 60.12 FEET TO THE NORTHWEST CORNER OF THE EAST 30.00 ACRES OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 11; THENCE ALONG THE WEST LINE OF THE SAID EAST 30.00 ACRES

S.2°05'12"E. 1316.61 FEET TO THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 11; THENCE ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER

N.88°21'07"E. 992.57 FEET TO THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 11; THENCE ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 11

S.2°05'12"E. 1316.78 FEET TO THE CENTER OF SAID SECTION 11; THENCE ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 11

S.2°06'36"W. 2643.11 FEET TO THE SOUTH QUARTER CORNER SAID SECTION 11; THENCE ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 11

S.88°29'09"W. 2684.47 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 11; THENCE ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 10

WEST TO THE SOUTH QUARTER CORNER OF SAID SECTION 10; THENCE ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 10

S.89°52'30"W. TO A POINT 1442.00 FEET FROM THE NORTHWEST CORNER OF SECTION 15; THENCE

S.1°35'59"E. 1194.55 FEET; THENCE PARALLEL TO THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 15

SOUTH 1441.00 FEET TO THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 15; THENCE ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION

S.89°52'30"W. 492.00 FEET TO A POINT 984.00 FEET EAST OF THE WEST QUARTER CORNER OF SAID SECTION 15; THENCE

NORTH 1441.00 FEET PARALLEL TO THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 15; THENCE

S.89°52'30"W. 984.00 FEET TO THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 15; THENCE ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 15

NORTH 1194.20 FEET TO THE NORTHWEST CORNER OF SAID SECTION 15; THENCE ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 9

N.2°16'42"W. TO A POINT 1844.67 FEET FROM THE EAST QUARTER CORNER OF SAID SECTION 9; THENCE

S. 88°10'13"W. 825.00 FEET; THENCE

S.2°16'42"E. 246.57 FEET; THENCE

S.87°43'18"W. 460.00 FEET; THENCE

S.2°10'15"W. 482.90 FEET TO A POINT 60.00 FEET NORTHERLY OF (MEASURED PERPENDICULAR TO) THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 9; THENCE PARALLEL TO THE SOUTH LINE OF THE SOUTHEAST QUARTER SAID SECTION 9

S.88°10'10"W. 199.06 FEET; THENCE

N.34°35'42"W. 829.21 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF INTERSTATE 35; THENCE ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAID I-35

S.56°06'51"W. 503.92 FEET TO THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 9; THENCE ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF SECTION 9

N.2°08'59"W. 413.10 FEET TO THE NORTH RIGHT-OF-WAY LINE OF SAID I-35 THENCE ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID I-35 THE FOLLOWING THREE COURSES

(1) N.56°43'53"E. 1184.27 FEET

(2) N.46°34'14"E. 500.22 FEET; THENCE

(3) N.31°44'38"E. 303.33 FEET; THENCE

S.88°22'28"W. 985.18 FEET; THENCE

N.2°09'43"W. 288.57 FEET; THENCE

N.61°23'59"E. 820.43 FEET TO THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 9; THENCE ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 9

N.88°26'35"E. TO THE SOUTHWEST CORNER OF THE EAST ONE-THIRD OF THE NORTHEAST QUARTER OF SAID SECTION 9; THENCE ALONG THE WEST LINE OF THE SAID EAST ONE-THIRD

NORTH TO THE SOUTH RIGHT-OF-WAY OFF 199TH STREET; THENCE ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAID 199TH STREET BEING 20.00 FEET SOUTHERLY OF THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 9

N.88°29'07"E. TO A POINT 656.98 FEET WEST AND 20.00 FEET SOUTH OF THE NORTHEAST CORNER OF SAID SECTION 9; THENCE

N.1°30'53"W. 20.00 FEET TO THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 4; THENCE

N.1°30'53"W. 20.00 FEET TO THE NORTH RIGHT-OF-WAY LINE OF SAID 199TH STREET; THENCE ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID 199TH STREET

S.88°29'07"W. TO THE WEST LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 4; THENCE ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 4

SOUTH 20.00 FEET TO THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 4; THENCE ALONG THE SOUTH LINE AT THE SOUTHEAST QUARTER OF SAID SECTION 4

WEST TO THE SOUTH QUARTER CORNER OF SAID SECTION 4; THENCE ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 4



NORTH TO THE CENTER OF SAID SECTION 4; THENCE ALONG THE WEST LINE OF THE  
 NORTHEAST QUARTER OF SAID SECTION 4  
 NORTH TO THE NORTH QUARTER CORNER OF SAID SECTION 4; THENCE ALONG THE  
 SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 14  
 SOUTH, RANGE 22 EAST  
 WEST TO THE WEST RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 56; THENCE ALONG  
 THE WEST RIGHT-OF-WAY LINE OF SAID U.S. 56  
 NORTHEASTERLY TO A POINT OF 55.00 FEET NORTH OF THE SOUTH LINE OF THE  
 SOUTHWEST QUARTER OF SAID SECTION 33 AND ON THE NORTH RIGHT-OF-  
 WAY LINE OF 191ST STREET; THEN PARALLEL TO THE SOUTH LINE OF THE  
 SOUTHWEST QUARTER OF SAID SECTION 33 AND ALONG THE NORTH RIGHT-  
 OF-WAY LINE OF SAID 191ST STREET  
 WEST TO A POINT ON THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID  
 SECTION 3, SAID POINT BEING 55.00 FEET NORTH OF THE SOUTHEAST  
 CORNER OF SECTION 32; THENCE CONTINUING ALONG THE NORTH RIGHT-OF-  
 WAY LINE OF SAID 191ST STREET PARALLEL TO AND 55.00 FEET NORTHERLY  
 OF (MEASURED PERPENDICULAR TO) THE SOUTH LINE OF THE SOUTHEAST  
 QUARTER OF SAID SECTION 32  
 WEST 830.00 FEET; THENCE CONTINUING ALONG THE NORTH RIGHT-OF-WAY LINE OF  
 SAID 191ST STREET  
 SOUTH 35.00 FEET TO A POINT 20.00 FEET NORTHERLY OF THE SOUTH LINE OF THE  
 SOUTHEAST QUARTER OF SAID SECTION 32; THENCE CONTINUING ALONG THE  
 NORTH RIGHT-OF-WAY LINE OF SAID 191ST STREET  
 WEST TO THE EAST RIGHT-OF-WAY LINE OF DILLIE ROAD; THENCE ALONG THE WEST  
 RIGHT-OF-WAY LINE OF SAID DILLIE ROAD BEING 20.00 FEET EAST OF THE  
 WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 32  
 NORTH TO A POINT 455.50 FEET SOUTH AND 20.00 FEET EAST OF THE CENTER OF  
 SAID SECTION 32; THENCE  
 EAST 198.00 FEET; THENCE  
 NORTH 48.00 FEET; THENCE  
 EAST 4.00 FEET; THENCE  
 NORTH 397.50 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHEAST QUARTER  
 OF SAID SECTION 32, SAID POINT BEING 222.00 FEET EAST OF THE CENTER OF  
 SAID SECTION 32; THENCE ALONG THE NORTH LINE OF THE SOUTHEAST  
 QUARTER OF SAID SECTION 32  
 EAST TO THE WEST QUARTER CORNER OF SECTION 33; THENCE ALONG THE NORTH  
 LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 33  
 EAST TO THE CENTER OF SAID SECTION 33; THENCE ALONG THE EAST LINE OF THE  
 SOUTHWEST QUARTER OF SAID SECTION 33  
 SOUTH TO THE POINT OF BEGINNING

#### EXCEPT

Commencing at the West Quarter corner of Section 33, Township 14, Range 22 East: Then  
 South 00° 02' 04" East, along the West line of the Northwest Quarter of the Southwest Quarter  
 of Section 33, a distance of 196.00 feet to the point of beginning. Then following the existing  
 fence line, the following fourteen courses: South 21° 51' 03" East, 21.55 feet, South 85° 47' 21"  
 East 29.69 feet, South 15° 17' 19" East 91.21 feet, South 06° 50' 34" East 67.48 feet, South 00°  
 46' 13" West 71.41 feet, South 03° 34' 03" East 48.69 feet, South 02° 48' 19" West 20.02 feet,  
 South 06° 33' 37" West 26.17 feet, South 15° 54' 27" West 14.55 feet, South 09° 33' 34" West  
 213.65 feet, South 00° 30' 16" East 244.21 feet, South 00° 23' 41" West 133.50 feet, South 00°  
 45' 37" West 159.01 feet, South 14° 08' 19" West 28.61 feet, to the South line of the Northwest

Quarter of the Southwest Quarter of Section 33; Then North 89° 20' 57" West, along that South line, a distance of 19.79 feet to the Southwest corner of the Northwest Quarter of the Southwest Quarter of Section 33; Then North 00° 02' 04" West, along the West line of the Northwest Quarter of the Southwest Quarter of Section 33, a distance of 1132.06 feet to the point of beginning. Containing 1.082 acres M/L. Bearings are based on the West line of Section 32, Township 14 South, Range 22 East, being true North.

#### EXCEPT

A TRACT OF LAND IN THE WEST ONE QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 14 SOUTH, RANGE 22 EAST OF THE 6<sup>TH</sup> P.M. IN JOHNSON COUNTY, KANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 606.25 FEET N.1°56'08"W. (BEING AN ASSUMED BEARING) AND 60.00 FEET N.88°03'52"E. FROM THE SOUTHWEST CORNER OF SAID SECTION 35; THENCE PARALLEL TO AND 60.00 FEET EASTERLY OF (MEASURED PERPENDICULAR TO) THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 35

N.1°56'08"W. 100.00 FEET; THENCE

N.88°09'56"E. 54.77 FEET; THENCE

S.1°50'04"E. 100.00 FEET; THENCE

S.88°10'30"W. 9.55 FEET; THENCE

S.43°09'40"W. 16.30 FEET; THENCE

S.88°09'47"W. 15.00 FEET; THENCE

N.1°50'13"W. 11.53 FEET; THENCE

S.88°10'04"W. 18.52 FEET TO THE POINT OF BEGINNING, CONTAINING 0.131 ACRES.

#### ALSO: ANNEXATION ORDINANCE 2034

The Southeast Quarter of the Southwest Quarter of Section 7, Township 15, Range 22, EXCEPT that part lying West of the railroad right of way. ALSO EXCEPT The South 40.00 feet of the East 404.09 feet of the Southeast Quarter of the Southwest Quarter of said Section 7; AND EXCEPT the South 70.00 feet of the Southeast Quarter of the Southwest Quarter of said Section 7, lying East of the Easterly right-of-way line of the Atchison, Topeka and Santa Fe Railroad, EXCEPT the East 404.09 feet. Subject to existing road, street or highway rights of way. More commonly known as 36790 W. 207th Street, Edgerton, KS 66021.

#### ALSO: ANNEXATION ORDINANCE 2057

##### **Tract 1**

All that part of the North Half of the Northeast Quarter of Section 11, Township 15 South, Range 22 East, Sixth Principal Meridian, Johnson County, Kansas described as follows: Commencing at the Northeast corner of the Northeast Quarter of said Section 11; thence South 01 degree 52 minutes 04 seconds East along the East line of the Northeast Quarter of said Section 11, a distance of 1263.20 feet to the point of beginning; thence South 88 degrees 17 minutes 02 seconds West, a distance of 230.78 feet; thence Northwesterly on a curve to the right having a radius of 300.00 feet, a central angle of 27degrees 54 minutes 04 seconds, a distance of 146.09 feet; thence North 63 degrees 48 minutes 54 seconds West, a distance of 248.55 feet; thence Northwesterly on a curve to the left having a radius of 300.00 feet, a central angle of 21 degrees 37 minutes

58 seconds, a distance of 113.27 feet; thence Northwesterly on a reverse curve to the right having a radius of 300.00 feet, a central angle of 17 degrees 32 minutes 57 seconds, a distance of 91.89 feet; thence North 67 degrees 53 minutes 55 seconds West, a distance of 364.15 feet; thence Northwesterly on a curve to the right having a radius of 300.00 feet, a central angle of 66 degrees 44 minutes 36 seconds, a distance of 349.47 feet; thence North 01 degrees 09 minutes 19 seconds West, a distance of 627.66 feet to a point on the North line of the Northeast Quarter of said Section 11; thence South 88 degrees 08 minutes 44 seconds West, along the North line of the Northeast Quarter of said Section 11, a distance of 1376.01 feet to the Northwest Corner of the Northeast Quarter of said Section 11; thence South 02 degrees 04 minutes 52 seconds East along the West line of the Northeast Quarter of said Section 11, a distance of 1316.79 feet to the Southwest corner of the North Half of the Northeast Quarter of said Section 11; thence North 88 degrees 17 minutes 02 seconds East along the South line of the North Half of the Northeast Quarter of said Section 11, a distance of 2660.45 feet to the Southeast corner of the North Half of the Northeast Quarter of said Section 11; thence North 01 degrees 52 minutes 04 seconds West, along the East line of the Northeast Quarter of said Section 11, a distance of 60.00 feet to the point of beginning containing 2,109,003 square feet or 48.42 acres (gross), 2,047,099 sq.ft. or 47.00 acres (net) more or less.

#### **Tract 2**

All of the South 330 feet of the North 1640 feet of the West 660 feet of the Northwest Quarter of Section 12, Township 15, Range 22, Johnson County, Kansas.

ALSO: ANNEXATION ORDINANCE 2058

#### **Tract 1 (Parcel No. 2F221512-1001)**

All that part of the Northwest Quarter of Section 12, Township 15 South, Range 22 East, in Johnson County, Kansas, more particularly described as follows:

Beginning at the Northeast corner of said Northwest Quarter; thence South 01°53'54" East, coincident with the East line of said Northwest Quarter, a distance of 2,650.78 feet to the Southeast corner thereof; thence South 88°31'08" West, coincident with the South line of said Northwest Quarter, a distance of 1,955.64 feet to a point 660 feet east of the West line of said Northwest Quarter as measured at right angles thereto; thence North 01°52'10" West, parallel with the West line of said Northwest Quarter, a distance of 317.42 feet to a point 2,330 feet south of the North line of said Northwest Quarter as measured at right angles thereto; thence South 88°25'18" West, parallel with said North line, a distance of 660.01 feet to a point on the West line of said Northwest Quarter; thence North 01°52'10" West, coincident with said West line, a distance of 30.00 feet to a point 2,300 feet south of the North line of said Northwest Quarter as measured at right angles thereto; thence North 88°25'18" East, parallel with said North line, a distance of 660.01 feet to a point 660 feet east of the West line of said Northwest Quarter as measured at right angles thereto; thence North 01°52'10" West, parallel with said West line, a distance of 1,320.02 feet to a point 980 feet south of the North line of said Northwest Quarter as measured at right angles thereto; thence South 88°25'18" West, parallel with said North line, a distance of 50.00 feet to a point 610 feet east of the West line of said Northwest Quarter as measured at right angles thereto; thence North 01°52'10" West, parallel with said West line, a distance of 350.00 feet to a point 630 feet south of the North line of said Northwest Quarter as measured at right angles thereto;

thence North 88°26'20" East, a distance of 990.17 feet; thence North 01°42'13" West a distance of 630.30 feet to a point on the North line of said Northwest Quarter; thence North 88°25'18" East, coincident with said North line, a distance of 1,012.30 feet to the Point of Beginning, containing 4,623,083 square feet, or 106.131 acres, more or less.

**Tract 2 (Parcel No. 2F221512-2009)**

All that part of the North half of the Southwest Quarter of Section 12, Township 15 South, Range 22 East, in Johnson County, Kansas, more particularly described as follows:

Commencing at the Northwest corner of said Southwest Quarter; thence North 88°31'08" East, coincident with the North line of said Southwest Quarter, a distance of 615.65 feet to the Point of Beginning; thence continuing North 88°31'08" East, coincident with said North line, a distance of 2,000.00 feet to the Northeast corner thereof; thence South 02°13'38" East, coincident with the East line of said Southwest Quarter, a distance of 1,322.65 feet to the Southeast corner of the North half of said Southwest Quarter; thence South 88°30'28" West, coincident with the South line of said North half, a distance of 1,964.56 feet; thence departing said South line, North 01°50'26" West a distance of 660.01 feet; thence South 88°30'28" West a distance of 39.89 feet; thence North 02°13'37" West a distance of 662.98 feet to the Point of Beginning, containing 2,620,604 square feet, or 60.161 acres, more or less.

**Tract 3 (2F221512-2003)**

All that part the South Half of the Southwest Quarter of Section 12, Section 14, Township 15 South, Range 22 East of the Sixth Principal Meridian in Johnson County, Kansas, being more particularly described as follows:

Beginning at the Southeast Corner of said Southwest Quarter; thence South 88°29'48" West, along the South line of said Southwest Quarter, a distance of 1,963.89 feet; thence North 01°50'26" West, a distance of 1,322.95 feet to a point on the North line of the South Half of said Southwest Quarter; thence North 88°30'28" East, along said North line, a distance of 1,954.97 feet to the Northeast Corner of said South Half; thence South 02°13'38" East, along the East line of said Southwest Quarter, 1,322.65 feet to the Point of Beginning. Containing 2,591,793 square feet or 59.499 acres, more or less.

**Tract 4A (2F221514-3005)**

All of the Northeast Quarter of the Northeast Quarter of Section 14, Township 15 South, Range 22 East of the Sixth Principal Meridian in Johnson County, Kansas, being more particularly described as follows:

Beginning at the Northeast Corner of the Northeast Quarter of said Section 14; thence South 01°44'36" East, along the East line of said Northeast Quarter, a distance of 1,323.29 feet to the Southeast Corner of the Northeast Quarter of said Northeast Quarter; thence South 88°14'18" West, along the South line of the Northeast Quarter of said Northeast Quarter, a distance of 1,321.62 feet to the Southwest Corner of the Northeast Quarter of said Northeast Quarter; thence North 01°43'56" West, along the West line of the Northeast Quarter of said Northeast Quarter, a distance of 1,329.09 feet to the Northwest Corner of the Northeast Quarter of said Northeast Quarter; thence North 88°29'24" East, along the North line of said Northeast Quarter, a distance of

1,321.38 feet to the Point of Beginning. Containing 1,752,553 square feet or 40.233 acres, more or less.

**Tract 4B (2F221514-3004)**

All of the Southeast Quarter of the Northeast Quarter of Section 14, Township 15 South, Range 22 East of the Sixth Principal Meridian in Johnson County, Kansas, being more particularly described as follows:

Beginning at the Southeast Corner of the Northeast Quarter of said Section 14; thence South  $87^{\circ}59'13''$  West, along the South line of said Northeast Quarter, a distance of 1,321.89 feet to the Southwest corner of the Southeast Quarter of said Northeast Quarter; thence North  $01^{\circ}43'56''$  West, along the West line of the Southeast Quarter of said Northeast Quarter, a distance of 1,329.09 feet to the Northwest Corner of the Southeast Quarter of said Northeast Quarter; thence North  $88^{\circ}14'18''$  East, along the North line of the Southeast Quarter of said Northeast Quarter, a distance of 1,321.62 feet to the Northeast Corner of the Southeast Quarter of said Northeast Quarter; thence South  $01^{\circ}44'36''$  East, along the East line of said Northeast Quarter, a distance of 1,323.29 feet to the Point of Beginning. Containing 1,752,890 square feet or 40.241 acres, more or less.

**Tract 5 (2F221513-1002)**

All that that part of Section 13, Township 15 South, Range 22 East of the Sixth Principal Meridian in Johnson County, Kansas, being more particularly described as follows:

Beginning at the Northeast Corner of the Northwest Quarter of said Section 13; thence South  $01^{\circ}53'30''$  East, along the East line of said Northwest Quarter, a distance of 2,642.81 feet to the Southeast Corner of said Northwest Quarter; thence South  $88^{\circ}24'50''$  West, along the South line of said Northwest Quarter, a distance of 1,980.45 feet; thence North  $01^{\circ}44'26''$  West, a distance of 2,645.63 feet to a point on the North line of said Northwest Quarter; thence North  $88^{\circ}29'48''$  East, along said North line, a distance of 1,973.49 feet to the Point of Beginning. Containing 5,227,478 square feet or 120.006 acres, more or less.

**Tract 6 (2F221513-2001)**

All that that part of Section 13, Township 15 South, Range 22 East of the Sixth Principal Meridian in Johnson County, Kansas, being more particularly described as follows:

Beginning at the Northwest Corner of the Southwest Quarter of said Section 13; thence North  $88^{\circ}24'50''$  East, along the North line of said Southwest Quarter, a distance of 2,640.46 feet to the Northeast Corner of said Southwest Quarter; thence South  $01^{\circ}53'39''$  East, along the East line of said Southwest Quarter, a distance of 1,326.47 feet to the Northwest Corner of the South Half of the Southeast Quarter of said Section 13; thence North  $88^{\circ}21'04''$  East, along the North line of said South Half, a distance of 2,645.10 feet to the Northeast corner of said South Half; thence South  $02^{\circ}01'08''$  East, along the East line of said Southeast Quarter, a distance of 1,323.59 feet to the Southeast Corner of said Southeast Quarter; thence South  $88^{\circ}17'18''$  West, along the South line of said Southeast Quarter, a distance of 2,647.97 feet to the Southeast Corner of the Southwest Quarter of said Section 13; thence South  $88^{\circ}33'08''$  West, along the South line of said Southwest Quarter, a distance of 1,327.57 feet to the Southeast

Corner of BUREAUCRACY ESTATES, a subdivision in said Johnson County, Kansas; thence North 01°44'28" West, along the East line of said BUREAUCRACY ESTATES, a distance of 660.01 feet to the Northeast Corner of said BUREAUCRACY ESTATES; thence South 88°33'08" West, along the North line of said BUREAUCRACY ESTATES, a distance of 1,320.00 feet to the Northwest Corner thereof, said point being on the West line of said Southwest Quarter; thence North 01°44'28" West, along said West line, 1,986.51 feet to the Point of Beginning. Containing 9,641,327 square feet or 221.334 acres, more or less.

ALSO: ANNEXATION ORDINANCE 2067

BEGINNING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER SECTION 7, TOWNSHIP 15 SOUTH, RANGE 22 EAST OF THE SIXTH PRINCIPAL MERIDIAN, IN JOHNSON COUNTY, KANSAS; THENCE NORTH 01°30'08" WEST, ALONG THE WEST LINE OF SAID QUARTER-QUARTER SECTION, A DISTANCE OF 30.00 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF 207TH STREET, AS NOW ESTABLISHED; THENCE CONTINUING NORTH 01°30'08" WEST, ALONG SAID WEST LINE OF SAID QUARTER-QUARTER SECTION, A DISTANCE OF 666.07 FEET; THENCE DEPARTING SAID WEST LINE, SOUTH 89°29'37" EAST, ALONG AN EXISTING FENCE LINE, A DISTANCE OF 681.57 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF CO-OP ROAD, AS NOW ESTABLISHED; THENCE SOUTH 89°29'37" EAST TO THE EAST RIGHT-OF-WAY LINE OF SAID CO-OP ROAD; THENCE SOUTH 26°34'25" WEST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE TO A POINT ON THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 7; THENCE SOUTH 87°40'21" WEST ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 7 TO THE POINT OF BEGINNING;

ALSO: ANNEXATION ORDINANCE 2081

**Tract 1 (Parcel No. 2F221435-2002)**

All of the West Half of the East Half of the Southeast Quarter of the Southwest Quarter of Section 35, Township 14, Range 22, Johnson County, Kansas.

**Tract 2 (Parcel No. 2F221435-2009)**

All of the East Half of the East Half of the Southeast Quarter of the Southwest Quarter of Section 35, Township 14, Range 22, Johnson County, Kansas.

ALSO: ANNEXATION ORDINANCE 2105

**Tract (Parcel No. 4F211513-3001)**

The North Half of the Northeast Quarter of Section 13, Township 15 South, Range 21 East, Johnson County, Kansas, EXCEPT that part described as follows:

All that part of the Northeast Quarter of Section 13, Township 15, Range 21, Johnson County, Kansas, more particularly described as follows:

Beginning at a point on the East line of said Northeast 1/4 of said Section 13 and 376.40 feet South of the Northeast corner thereof; thence West a distance of 35.00 feet; thence

South parallel to the East line of said Northeast 1/4 a distance of 200 feet; thence East a distance of 35.00 feet; thence North along the East line of said Northeast 1/4 a distance of 200.00 feet to the point of beginning, all subject to that part thereof dedicated for existing public road right-of-way containing 0.161 acres, including 0.092 acres, more or less, of existing public road right-of-way and 0.069 acres, more or less, of new right-of-way.

ALSO: ANNEXATION ORDINANCE 2110

**Tract (Parcel No. 4F221504-4003)**

THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 4, TOWNSHIP 15, RANGE 22, EDGERTON, JOHNSON COUNTY, KANSAS.

EXCEPT,

A TRACT OF LAND SITUATED IN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 15 SOUTH, RANGE 22 EAST OF THE SIXTH PRINCIPAL MERIDIAN, IN JOHNSON COUNTY, KANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER, OF THE SOUTHEAST QUARTER OF SAID SECTION 4; THENCE SOUTH 88°29'12" WEST (ALL BEARINGS DESCRIBED HEREIN ARE REFERENCED TO THE JOHNSON COUNTY HORIZONTAL CONTROL NETWORK AS PUBLISHED AUGUST 1998) ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 4, A DISTANCE OF 662.04 FEET TO THE TRUE POINT OF BEGINNING, SAID POINT BEING THE SOUTHWEST CORNER OF THE EAST 20 ACRES OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 4; THENCE CONTINUING SOUTH 88°29'12" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 655.67 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 4; THENCE NORTH 02°11 '59" WEST ALONG THE WEST LINE OF THE SOUTHEAST QUARTER, OF THE SOUTHEAST QUARTER OF SAID SECTION 4, A DISTANCE OF 1,316.77 FEET TO THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER, OF THE SOUTHEAST QUARTER OF SAID SECTION 4; THENCE SOUTH 88°31'47" EAST ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 4, A DISTANCE OF 655.44 FEET TO THE NORTHWEST CORNER OF THE EAST 20 ACRES OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 4, THENCE SOUTH 02°12'35" EAST ALONG THE WEST LINE OF SAID EAST 20 ACRES, A DISTANCE OF 1,316.28 FEET TO THE TRUE POINT OF BEGINNING, EXCEPT THAT PART IN ROAD.

AND EXCEPT,

A tract of land in the Southeast Quarter of Section 4, Township 15 South, Range 22 East of the 6th P.M., described as follows: BEGINNING at the Southeast corner of said Quarter Section; FIRST COURSE, thence on an assumed bearing of South 88 degrees 29 minutes 07 seconds West, 656.98 feet along the South line of said Quarter Section; SECOND COURSE, thence North 01 degree 30 minutes 53 seconds West, 20.00 feet to the Northerly right of way line of existing 199th Street; THIRD COURSE, thence North 61 degrees 55 minutes 13 seconds East, 111.80 feet; FOURTH COURSE, thence North 88 degrees 29 minutes 07 seconds East, 350.00 feet; FIFTH COURSE, thence North 70

degrees 39 minutes 15 seconds East, 194.76 feet to the Westerly right of way line of existing Homestead Lane; SIXTH COURSE, thence North 02 degrees 12 minutes 32 seconds West, 1186.18 feet along said Westerly right of way line to the North line of the Southeast Quarter of said Southeast Quarter Section; SEVENTH COURSE, thence North 88 degrees 31 minutes 39 seconds East, 20.00 feet along said North line to the Northeast corner of said Southeast Quarter of the Southeast Quarter Section; EIGHTH COURSE, thence South 02 degrees 12 minutes 32 seconds East, 1315.81 feet along the East line of said Quarter Section to the POINT OF BEGINNING.

NOTE: THIS (2022 YEAR END BOUNDARY) WAS PREPARED BY AL DIEBALL, PS 758, ON DECEMBER 5, 2022, FOR THE PURPOSE OF DEFINING THE BOUNDARY FOR THE CITY OF EDGERTON, KANSAS. NO FIELDWORK WAS PERFORMED AT THIS TIME AND THIS DESCRIPTION DOES NOT MEET THE REQUIREMENTS OF K.S.A. 19-1434 THAT REQUIRES A SURVEY TO BE FILED WHEN CREATING A NEW PARCEL TO TRANSFER PROPERTY.



## City Council Action Item

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**Council Meeting Date:** December 12, 2024

**Department:** Administration

### **Agenda Item: Consider an Agreement Renewing an Existing Facility Use and Maintenance Agreement for the Bank of Knowledge and Authorizing Its Use by the Board of Directors of the Johnson County Library as a Library Facility**

**Background/Description of Item:**

On December 12, 2009, the City of Edgerton first approved an agreement with the Board of Directors for the Johnson County Library (JCL) for the use of the Bank of Knowledge as a library facility for the citizens of Edgerton. Since then, the City has been annually approving an Agreement in compliance with Kansas Cash Basis Law.

For 2025, the Agreement is the same as 2024. A few highlights from the Agreement are summarized below.

- **Communication:** JCL designated separate contact people for any building repairs or maintenance needs vs. scheduling or events.
- **Capital Improvements:** JCL and City agreed to meeting at least annually to discuss capital improvement projects. We also agreed to define "significant capital improvements" as described on Exhibit A of the Agreement. This is a Five-Year Capital Improvement Program specific to the Library. This is a great tool for us to jointly prioritize projects and plan for related expenses. Repair of the sanitary sewer service line was the biggest project in 2024, which was completed in conjunction with construction at The Greenspace.
- **Maintenance Items:** The City agreed to respond promptly when advised of needed repairs or service for the Facility, the surrounding grounds, sidewalks, and parking. If the City does not, within a reasonable period of time, respond to the call for repair or services, JCL may undertake such repair or service on its own. The City agreed to reimburse JCL for the reasonable cost of any such repair or service. NOTE: This Section applies to everyday maintenance items and does not apply to significant capital improvements as described in Section Five.
- **Rent:** JCL agreed to pay rent of \$1500 per month.

The Agreement is under review by the City Attorney. Any changes will be reviewed during City Council meeting.

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

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**Funding Source:** N/A

**Budget Allocated:** N/A

**Finance Director Approval:** N/A

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**Recommendation: Approve Agreement Renewing an Existing Facility Use and Maintenance Agreement for the Bank of Knowledge and Authorizing Its Use by the Board of Directors of the Johnson County Library as a Library Facility**

**Enclosed:** Facility Use and Maintenance Agreement for the Bank of Knowledge

**Prepared by:** Levi Meyer, Parks and Recreation Director

## **FACILITY USE AND MAINTENANCE AGREEMENT**

THIS FACILITY USE AND MAINTENANCE AGREEMENT (the Agreement) is made this \_\_\_\_\_ day of December, 2024, by and between the City of Edgerton (the City) and the Board of Directors of the Johnson County Library (JCL). The parties agree as follows:

**SECTION ONE:** City's Agreement to Make a Facility Available for a Branch Library. The City owns the former Edgerton Bank building located at 319 E. Nelson, Edgerton, KS, 66021 (hereinafter "the Facility") and desires to authorize JCL to use an agreed area of the Facility (hereinafter the "Library Site") for the purposes of establishing and maintaining a public library.

**SECTION TWO:** JCL's Agreement to Maintain a Branch Library at the Facility. JCL and the Board of County Commissioners of Johnson County, Kansas, previously approved the establishment and maintenance of a branch facility of the Johnson County Library at the Facility and JCL desires to continue maintaining a public library at the Library Site.

### **SECTION THREE: CITY'S RESPONSIBILITIES**

1. Making the Facility Ready for Use; Compliance with Codes and Laws. The City agrees that it shall, at its sole expense, maintain the Facility and the Library Site for use by JCL. The City warrants that the Facility and the Library Site will be maintained in a manner that assures that the Facility and the Library Site will be in compliance with all federal, state, county, and city laws and building and zoning codes, and that the City will, at its sole expense, bring the Facility or Library Site into compliance with such laws or codes, in the event that the parties are advised of a violation of any one of such laws or codes.
2. Signage. The City agrees that JCL shall continue to be permitted to place appropriate signs on the exterior of the Facility identifying the library, subject to City zoning and building codes.
3. Maintenance of the Facility. The City agrees that it will, at its sole expense, maintain the grounds and sidewalk surrounding the Facility; mow the grass; remove snow and ice from parking and sidewalk areas around the Facility; maintain all electrical, plumbing, mechanical, heating, ventilation, and air condition systems in good repair; maintain the floors, roof, walls, windows, entry areas and common areas of the Facility in a manner that makes the Facility safe and free of hazards for use by JCL patrons; arrange for pest and insect control; and, subject to the terms of section 5.3 below on significant capital improvements, arrange for capital improvements of the Facility that are needed to assure that the Facility is in good condition for use by JCL patrons and the citizens of Edgerton.

### **SECTION FOUR: JCL'S RESPONSIBILITIES**

1. Agreement to Use the Library Site. JCL agrees to continue to maintain a public library at the Library Site of the Facility. The parties agree that library services, selection of materials, and establishment of hours of service are the sole prerogative of JCL.

2. Library Operations. During the term of this Agreement, JCL shall operate the hours of the library as determined by JCL with no prior approval from the City. The City, however, may recommend changes to the operational hours of the library, and JCL agrees to reasonably consider such recommendations.
3. Usage of Facilities for City Functions. JCL agrees to allow the City to use the Facility for City functions upon reasonable notice, and in the event the Facility is not otherwise reserved for use by another party during regular library hours of service.
4. Usage and Maintenance Fee. JCL agrees to pay the City a Usage and Maintenance Fee (hereinafter the "Fee") in the sum of \$1,500.00 per month. The Fee shall be paid monthly by the first day of each month.
5. Security. JCL shall be solely responsible for securing the Library Site and safeguarding JCL materials used in the operation of the public library at the Library Site. The City agrees all such security measures are the sole prerogative of JCL. JCL will provide the City with appropriate keys should locks or automated access be changed.
6. Maintenance of Library Site and Payment of Utilities. JCL agrees to maintain and keep in good repair the Library Site (excluding capital improvements to the common areas, walls, floors, or ceiling) and agrees, at its sole expense, to contract for custodial services for the Library Site and to make all payments due for utilities used for the Library Site in a timely manner.

#### **SECTION FIVE: COMMUNICATION; SHARING OF EXPENSE FOR SIGNIFICANT CAPITAL IMPROVEMENTS**

1. The Library designates the Building Maintenance Engineer to be the contact for the City to discuss repairs or building maintenance needs. Requests for repairs will come from this designee.
2. The Library designates the Branch Manager of Gardner, Edgerton, and Spring Hill Libraries to be the contact for events, requests to use the Facility, or other non-maintenance related issues.
3. The Library and the City agree that they will undertake certain significant capital improvements that must be made to the Facility to keep it in good repair. For purposes of this Agreement, the Library and the City agree that "significant capital improvements" are defined to be those capital improvement projects identified in the Library Capital Improvement Program attached to this Agreement in Exhibit A. The Library and the City agree to (a) a one-time cost-share of the expenses in order to make significant capital improvements for items listed at Funded Projects on Exhibit A and (b) meet and confer regularly to reach agreement on the timetable for making the significant capital improvements listed as Unfunded Project on Exhibit A.
4. The Library and the City agree to meet once per year (in the spring) to discuss the condition of the building, plans for capital expenses, and the overall agreement.

## **SECTION SIX: FAILURE TO MAKE REPAIRS**

The City agrees to respond promptly when advised of needed repairs or service for the Facility, the surrounding grounds, sidewalks, and parking. In the event that the City does not, within a reasonable period of time, respond to the call for repair or services, JCL may undertake such repair or service on its own, and the City agrees to reimburse JCL for the reasonable cost of any such repair or service. This Section applies to everyday maintenance items and does not apply to significant capital improvements as described in Section Five.

## **SECTION SEVEN: TERM**

The term of this Agreement shall be one year beginning January 1, 2024 through December 31, 2024, upon execution by the parties of a Resolution renewing the Agreement. In the event that one of the parties elects not to renew this Agreement, it shall give the other party six months prior written notice of its intent not to renew.

## **SECTION EIGHT: INSURANCE AND HOLD HARMLESS**

1. City's Insurance. The City shall maintain commercial general liability insurance for the Facility in the amount of at least \$500,000 per occurrence. Such insurance shall include provisions providing for the City to indemnify, defend, and hold JCL harmless for all loss that may occur or be claimed on or about The Facility resulting from the City's acts or omissions, or of its agents or employees. The City also agrees to carry Workers Compensation insurance for its employees, and maintain adequate insurance on any personal property used, stored, or kept at The Facility by the City. The City agrees to furnish JCL with certificates of insurance reflecting the above requirements.
2. JCL's Insurance. JCL shall maintain commercial general liability insurance for such premises and its operations at the Facility in the amount of at least \$500,000 per occurrence, and shall name City as an additional insured. Such insurance shall also include provisions providing for JCL to indemnify, defend, and hold City harmless for all loss that may occur or be claimed on or about The Facility resulting from JCL's acts or omissions, or the acts or omissions of its agents, employees, or invitees. JCL also agrees to carry Workers Compensation insurance for its employees, and maintain adequate insurance on its personal property used, stored, or kept at The Facility. JCL agrees to furnish City with certificates of insurance reflecting the above requirements, or to provide certification that all such requirements are being met through insurance provided on behalf of JCL by Johnson County Risk Management.
3. Waiver of Subrogation. Each of the parties releases the other party from all liability for damage due to any act or neglect of the other party (except as hereinafter provided) occasioned to property owned by the parties which is or might be incident to or the result of a fire or any other casualty against loss for which either of the parties is now carrying or hereafter may carry insurance; provided, however, that these releases shall not apply to any loss or damage occasioned by the willful, wanton, or premeditated negligence of either of the parties, and the parties hereto further covenant that any insurance that they obtain on their respective properties shall contain an

appropriate provision whereby the insurance company, or companies, consent to the mutual release of liability contained in this paragraph.

4. Kansas Tort Claims Act. Nothing herein shall be construed as either the City or JCL waiving the immunities and liability limitations afforded to them by the Kansas Tort Claims Act. Additionally, the parties specifically agree that the terms of this section, and the terms of this agreement, shall be subject to and limited by the Kansas Cash Basis Law (K.S.A. 10-1101 *et seq.*) and the Kansas Budget Law (K.S.A. 79-2935 *et seq.*), and amendments thereto.

**IN WITNESS WHEREOF**, the parties have set their hands this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

CITY OF EDGERTON, KANSAS

BOARD OF DIRECTORS OF THE JOHNSON  
COUNTY LIBRARY

\_\_\_\_\_  
Donald Roberts, Mayor

\_\_\_\_\_  
Kelly Kilgore, Chair

ATTEST:

ATTEST:

\_\_\_\_\_  
Alexandria K. Clower, City Clerk

\_\_\_\_\_  
Anna Van Ophem, Vice Chair

APPROVED AS TO FORM:

APPROVED AS TO FORM:

\_\_\_\_\_  
Todd Luckman, City Attorney

\_\_\_\_\_  
Fred J. Logan, Jr., Attorney

## City Council Action Item

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**Council Meeting Date:** December 12, 2024

**Department:** Community Development

### **Agenda Item: Consider a Month-to-Month Contract Extension with Helping Hands Cleaning Ministry to Provide Cleaning Services for the Edgerton City Hall and Other Auxiliary Office Spaces**

**Background/Description of Item:**

In January 2023, the City Council approved a cleaning contract with Helping Hands Cleaning Ministry to provide services to the City's Office Buildings. The current agreement stipulates the City can at any time provide notice to terminate the contract or it shall terminate on December 31<sup>st</sup> of each year unless otherwise agreed upon to extend the contract terms.

In preparation for the opening of The Greenspace, Staff have been preparing an RFP for contracted building cleaning services which will include The Greenspace. While the RFP process is underway, Staff have communicated with the current provider (Helping Hands Cleaning Ministry) about the desire to extend our existing contract on a month-to-month basis. Helping Hands Cleaning Ministry has agreed to continue providing services on a month-to-month basis until a new contract is approved.

**Cost of Services**

City agrees to pay Contractor as follows for services rendered pursuant to this Agreement.

- \$150 per week, for each week of the year, for cleaning each city facility.
  - City Hall to be cleaned weekly
  - 312 E Nelson, Studio B, to be cleaned 2 times/month
  - 414 E 4<sup>th</sup> St., to be cleaning 2 times/month
- Extras at each facility will be cleaned on the 5<sup>th</sup> week of each month. Extras include detailing work such as high dusting, wiping cabinets, baseboards, walls etc.

Annual total for cleaning services is \$15,600. The contracted amount is within the approved 2025 budget.

This agreement is pending review and approval by the City Attorney.

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

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**Funding Source:** General – Facilities – Professional Services

**Budget Allocated:** \$15,600

**Finance Director Approval:**

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**Recommendation: Approve a Month-to-Month Contract Extension with Helping Hands Cleaning Ministry to Provide Cleaning Services for the Edgerton City Hall and Other Auxiliary Office Spaces**

**Enclosed:** Contract with Helping Hands Cleaning Ministry

**Prepared by:** Levi Meyer – Parks, Recreation, and Facilities Director



## City Council Action Item

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**Council Meeting Date:** December 12, 2024

**Department:** Public Works

### **Agenda Item: Consider Concurrence to Bid for the 2<sup>nd</sup> Street Reconstruction Project.**

**Background/Description of Item:**

The City of Edgerton is reconstructing East 2<sup>nd</sup> Street / COOP Road from Nelson Street to the south City Limits and East Edgewood/West Edgewood Road from East 2<sup>nd</sup> Street / COOP Road to West 4<sup>th</sup> Street. Additionally, this project will also reconstruct E 3<sup>rd</sup> Street from Nelson Street to Martin 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.

On June 8, 2023 City Council approved a contract with Renaissance Infrastructure Consultants for design of the 2<sup>nd</sup> Street Reconstruction project. On July 27, 2023 a change order to include the design of Edgewood was approved by City Council. In October and November 2024, City Council approved a resolution and ordinance confirming the necessity for condemnation for required easements in the project area. As of this evening, City Council has approved about 26 of the 46 easements required for the 2<sup>nd</sup> Street and Edgewood portion of the project. Easements required for the East 3<sup>rd</sup> Street portion of the project have not yet been determined.

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 through negotiations, as well as simultaneously proceeding with eminent domain. Any easements obtained through negotiations would be removed from the eminent domain process.

The design for the project is nearing completion with the anticipated bidding and construction schedule as follows: (subject to change due to outside funding, utility coordination, property acquisition, etc.)

- Advertisement for Bidding: January to March 2025
- Bid Opening: March/April 2025
- Construction to Begin: Spring of 2025
- Complete Construction: December 2025

Funding for this project is anticipated to be partially funded through the Kansas Department of Transportation (KDOT) Cost Share Grant Program. City Staff is currently working with KDOT to ensure all grant contract requirements are included in the bidding and construction contract documents. Any project budget revisions needed will be brought before council after the bid opening is complete.

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

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**Funding Source:** LPKC Ph 1 PIF, KDOT Cost Share

**Budget Allocated:** \$4,762,495 (\$1,000,000 KDOT Cost Share)

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

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<b>Recommendation: Approve Concurrence to Bid for the 2<sup>nd</sup> Street Reconstruction Project.</b>
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**Enclosed:** N/A

**Prepared by:** Holly Robertson, PE, CIP Project Manager

## City Council Action Item

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**Council Meeting Date:** December 12, 2024

**Department:** Public Works

### **Agenda Item: Consider Final Acceptance for Edgerton Lake and Dam Exploration Project and Return Remaining Funds of \$8,390.76 to the Special Park & Recreation Fund.**

**Background/Description of Item:**

On October 28, 2021, City Council approved the 2022-2026 CIP. In the CIP was Edgerton Lake and Dam Exploration Project, with funding identified from the Park Impact Fee. The project budget of \$75,000 was included in the approved CIP.

On November 9, 2023, City Council approved a contract with Affinis and a budget adjustment from \$75,000 to \$115,000 for the project to include the full scope of work recommended. Since that date Affinis completed a full park existing conditions survey including the lake, dam, land bridge, and park amenities.

On June 27, 2024, the project team presented the results of the exploration to City Council. The presentation included existing conditions and options for improvements to the lake, dam, spillway, land bridge, and recreational amenities at the park. Additionally, Affinis provided cost estimate for the options presented and local, state, and federal grant and loan options to consider. The future projects were included in the 2025-2029 CIP Program as unfunded projects per City Council direction.

Staff recommends City Council approve final acceptance for the Edgerton Lake and Dam project, authorizing final payment to Affinis. Final payments for City Engineer and Contingency have been made and are below budget by \$8,390.76. City Staff recommends returning these unused funds to the Special Park & Recreation Fund.

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

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**Funding Source:** Park Impact Fee  
Special Park & Recreation Fund

**Budget Allocated:**  
\$115,000 (\$75,000 Park Impact Fee, \$40,000 Spec Park & Rec Fund)

**Finance Director Approval:**

x Karen E. Kindle  
Karen Kindle, Finance Director

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**Recommendation: Approve Final Acceptance for Edgerton Lake and Dam Exploration Project and Return Remaining Funds of \$8,390.76 to the Special Park & Recreation Fund.**

**Enclosed:**

NA

**Prepared by:**

Holly Robertson, PE, CIP Project Manager

Project Name: 2nd Street Reconstruction  
Tract No. 29  
Parcel No. 0462030703002015000  
(Spouses)

**TEMPORARY CONSTRUCTION EASEMENT**

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between **JANE ONEAL and DANNY ONEAL**, 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 Two Hundred Twenty Three and No/100 Dollars (\$223) 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 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.

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:**

Jane Oneal

Printed Name: JANE ONEAL

Danny Oneal

Printed Name: DANNY ONEAL

Property Address:  
210 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 5 day of December  
2024, by JANE ONEAL and DANNY ONEAL as spouses.

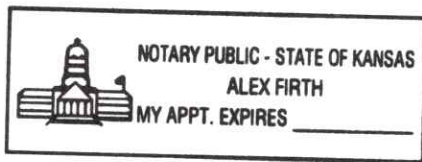
Alex Firth

(Signature of notarial officer)

(Seal, if any)

Assistant City Clerk

Title (and Rank)



[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 and Alexandria Clower, City Clerk, for the City  
of Edgerton, Kansas.

(Seal)

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

[My appointment expires: \_\_\_\_\_]



Project Name: 2nd Street Reconstruction

Tract No. 29

Parcel No. 0462030703002015000

(Spouses)

### **PERMANENT DRAINAGE EASEMENT**

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between **JANE ONEAL** and **DANNY ONEAL**, 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 consideration hereinafter described, the parties hereto agree as follows:

#### **SECTION ONE GRANT OF PERMANENT EASEMENT**

In consideration of Two Hundred Forty Three and No/100 Dollars (\$243), 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 Grantors hereby grant and convey 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 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.

## 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 Grantors may designate or approve.

## SECTION FOUR CONDITIONS

Grantors 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. Grantors further agree that they will not change the grade of the area within the Permanent Easement without approval of the City.

## SECTION FIVE WARRANTY OF TITLE

Grantors covenant that they are the owners of the premises and have 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.

**GRANTORS:**

Jane Oneal  
Printed Name: JANE ONEAL

Danny Oneal  
Printed Name: DANNY ONEAL

Property Address:  
210 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 5 day of December  
2024, by JANE ONEAL and DANNY ONEAL as spouses.

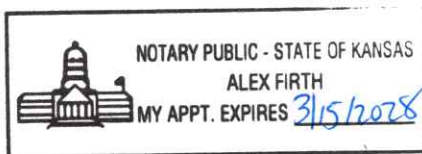
Alex Firth

(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 and Alexandria Clower, City Clerk, for the City  
of Edgerton, Kansas.

(Seal)

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

[My appointment expires: \_\_\_\_\_]

Project Name: 2nd Street Reconstruction

Tract No. 14

Parcel No. 0462030701017001000

### **TEMPORARY CONSTRUCTION EASEMENT**

THIS AGREEMENT, made and entered into this 29 day of November, 2024, by and between **CURTIS CRISLER**, 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 Ninety Three and No/100 Dollars (\$193) 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 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.

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 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:**

Curtis L Crisler

Printed Name: CURTIS CRISLER

Property Address:  
400 E 2ND ST

Mailing Address (if different from property address):

17090 FM 2920 suite G-310

Tomball TX 77327

**ACKNOWLEDGMENT**

State of Texas

County of Harris

This instrument was acknowledged before me on this 29 day of November  
2024, by CURTIS CRISLER as a single person.

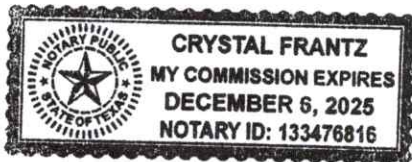
Crystal Frantz

(Signature of notarial officer)

(Seal, if any)

Notary Public

Title (and Rank)



[My appointment expires: 12-6-25]



**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 and Alexandria Clower, City Clerk, for the City  
of Edgerton, Kansas.

(Seal)

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

[My appointment expires: \_\_\_\_\_]

Project Name: 2nd Street Reconstruction  
Tract No. 14  
Parcel No. 0462030701017001000

**PERMANENT PEDESTRIAN EASEMENT**

THIS AGREEMENT, made and entered into this 29 day of November, 2024, by and between **CURTIS CRISLER**, as 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.

SECTION ONE  
GRANT OF EASEMENT

NOW, THEREFORE, for the sum of Two Hundred Eleven and No/100 Dollars (\$211) 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 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.

## 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 it 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:**

Curtis L Crisler  
Printed Name: CURTIS CRISLER

Property Address:  
400 E 2ND ST

Mailing Address (if different from property address):  
14090 FM 2920 Suite G-310  
Tomball TX 77377

**ACKNOWLEDGMENT**

State of Texas

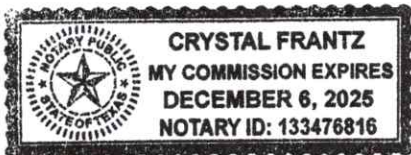
County of Harris

This instrument was acknowledged before me on this 29 day of November  
2024, by CURTIS CRISLER as a single person.

Crystal Frantz  
(Signature of notarial officer)

(Seal, if any)

Notary Public  
Title (and Rank)



[My appointment expires: 12-6-25]

**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 and Alexandria Clower, City Clerk, for the City  
of Edgerton, Kansas.

(Seal)

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

[My appointment expires: \_\_\_\_\_]

Project Name: 2nd Street Reconstruction  
Tract No. 44  
Parcel No. 0462030703010004000  
(Spouses)

**TEMPORARY CONSTRUCTION EASEMENT**

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between **DAVID J. LAMMERS and NANCY L. LAMMERS**, 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:

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..

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:**

David J. Lammers  
Printed Name: DAVID J. LAMMERS

Nancy L. Lammers  
Printed Name: NANCY L. LAMMERS

Property Address:  
107 W EDGEWOOD DR

Mailing Address (if different from property address):  
\_\_\_\_\_  
\_\_\_\_\_

**ACKNOWLEDGMENT**

State of Kansas

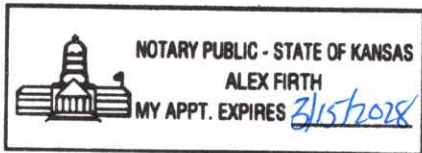
County of Johnson

This instrument was acknowledged before me on this 4 day of December  
2024, by DAVID J. LAMMERS and NANCY L. LAMMERS 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 and Alexandria Clower, City Clerk, for the City  
of Edgerton, Kansas.

(Seal)

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

[My appointment expires: \_\_\_\_\_]

Project Name: 2nd Street Reconstruction  
Tract No. 13  
Parcel No. 0462030701017004000  
(Spouses)

**TEMPORARY CONSTRUCTION EASEMENT**

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between **MARIO S PEREZ JR and ASHLEY E. FIRTH**, 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 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.

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:**

*Mario S Perez Jr*  
Printed Name: MARIO S PEREZ JR

*Ashley E Firth*  
Printed Name: ASHLEY E. FIRTH

Property Address:  
410 E 2ND ST

Mailing Address (if different from property address):  
\_\_\_\_\_  
\_\_\_\_\_

**ACKNOWLEDGMENT**

State of Kansas

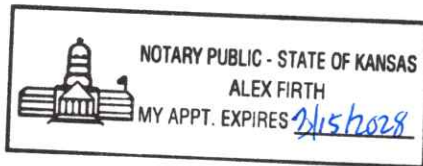
County of Johnson

This instrument was acknowledged before me on this 2 day of December  
2024, by MARIO S PEREZ JR and ASHLEY E. FIRTH 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 and Alexandria Clower, City Clerk, for the City  
of Edgerton, Kansas.

(Seal)

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

[My appointment expires: \_\_\_\_\_]

Project Name: 2nd Street Reconstruction  
Tract No. 31  
Parcel No. 0462030703002006000  
(Spouses)

### **TEMPORARY CONSTRUCTION EASEMENT**

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between **ERICA KELL and JACOB FOSTER**, 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 Seventy Two and No/100 Dollars (\$172) 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 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.

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:**



Printed Name: ERICA KELL



Printed Name: JACOB FOSTER

Property Address:  
110 W EDGEWOOD DR

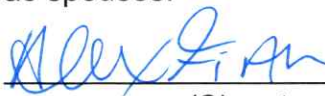
Mailing Address (if different from property address):  
\_\_\_\_\_  
\_\_\_\_\_

**ACKNOWLEDGMENT**

State of Kansas

County of Johnson

This instrument was acknowledged before me on this 5 day of December  
2024, by ERICA KELL and JACOB FOSTER as spouses.

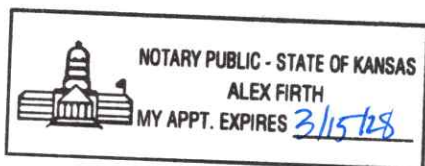


(Signature of notarial officer)

(Seal, if any)

Assistant City Clerk

Title (and Rank)



[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 and Alexandria Clower, City Clerk, for the City  
of Edgerton, Kansas.

(Seal)

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

[My appointment expires: \_\_\_\_\_]

Project Name: 2nd Street Reconstruction

Tract No. 31

Parcel No. 0462030703002006000

(Spouses)

### **PERMANENT DRAINAGE EASEMENT**

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between **ERICA KELL** and **JACOB FOSTER**, 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 consideration hereinafter described, the parties hereto agree as follows:

#### **SECTION ONE GRANT OF PERMANENT EASEMENT**

In consideration of Three Hundred Eighteen and No/100 Dollars (\$318), 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 Grantors hereby grant and convey 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 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.

## 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 Grantors may designate or approve.

## SECTION FOUR CONDITIONS

Grantors 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. Grantors further agree that they will not change the grade of the area within the Permanent Easement without approval of the City.

## SECTION FIVE WARRANTY OF TITLE

Grantors covenant that they are the owners of the premises and have 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.

**GRANTORS:**



Printed Name: ERICA KELL



Printed Name: JACOB FOSTER

Property Address:  
110 W EDGEWOOD DR

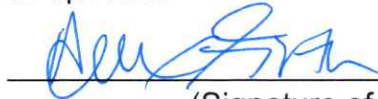
Mailing Address (if different from property address):  
\_\_\_\_\_  
\_\_\_\_\_

**ACKNOWLEDGMENT**

State of Kansas

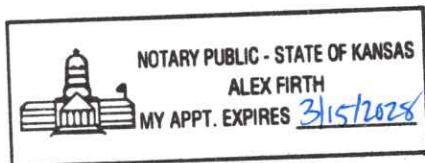
County of Johnson

This instrument was acknowledged before me on this 5 day of December  
2024, by ERICA KELL and JACOB FOSTER as spouses.



(Signature of notarial officer)

(Seal, if any)



Assistant City Clerk

Title (and Rank)

[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 and Alexandria Clower, City Clerk, for the City  
of Edgerton, Kansas.

(Seal)

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

[My appointment expires: \_\_\_\_\_]

Project Name: 2nd Street Reconstruction  
Parcel No. 0462030703002014000  
Tract No. 30  
(Single Person)

**TEMPORARY CONSTRUCTION EASEMENT**

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between **TIM J. MILLER**, 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 Eleven and No/100 Dollars (\$211) 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 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.

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:**

Timothy J. Miller

Printed Name: TIM J. MILLER

Property Address:  
200 W EDGEWOOD DR

Mailing Address (if different from property address):  
\_\_\_\_\_  
\_\_\_\_\_

**ACKNOWLEDGMENT**

State of Kansas

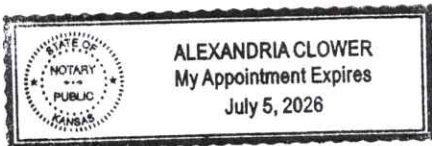
County of Johnson

This instrument was acknowledged before me on this 3 day of December,  
2024, by TIM J. MILLER.

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 and Alexandria Clower, City Clerk, for the City  
of Edgerton, Kansas.

(Seal)

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

[My appointment expires: \_\_\_\_\_]

Project Name: 2<sup>nd</sup> Street Reconstruction

Parcel No. 0462030703002005000

Tract No. 33  
(Single Person)

### **TEMPORARY CONSTRUCTION EASEMENT**

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between **SARAH LENKER**, 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 Thirty and No/100 Dollars (\$130) 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 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.

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:**



Printed Name: SARAH LENKER

Property Address:  
100 W EDGEWOOD DR

Mailing Address (if different from property address):  
\_\_\_\_\_  
\_\_\_\_\_

**ACKNOWLEDGMENT**

State of Kansas

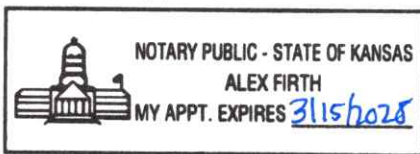
County of Johnson

This instrument was acknowledged before me on this 2 day of December,  
2024, by SARAH LENKER



(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 and Alexandria Clower, City Clerk, for the City  
of Edgerton, Kansas.

(Seal)

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

[My appointment expires: \_\_\_\_\_]

Project Name: 2nd Street Reconstruction  
Tract No. 42  
Parcel No. 0462030703010006000  
(Spouses)

**TEMPORARY CONSTRUCTION EASEMENT**

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between **BRENDA L. ~~SPURGEON~~** and **~~DANNY R. SPURGEON~~**, 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. *Roy G. Crim*

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, 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 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.

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:**

Brenda Crim

Printed Name: BRENDA L. SPURGEON Crim - AF

Danny R. Crim

Printed Name: DANNY R. SPURGEON

Property Address:

115 W EDGEWOOD DR

Mailing Address (if different from property address):

\_\_\_\_\_  
\_\_\_\_\_

**ACKNOWLEDGMENT**

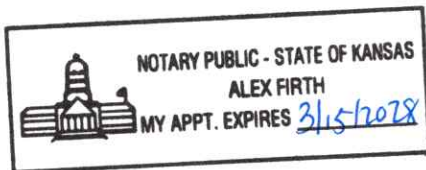
State of Kansas

County of Johnson

This instrument was acknowledged before me on this 20 day of November  
20\_\_\_\_, by BRENDA L. SPURGEON and DANNY R. SPURGEON 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 and Alexandria Clower, City Clerk, for the City  
of Edgerton, Kansas.

(Seal)

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

[My appointment expires: \_\_\_\_\_]

Project Name: 2nd Street Reconstruction  
Parcel No. 0462030703010003000  
Tract No. 45  
(Single Person)

**TEMPORARY CONSTRUCTION EASEMENT**

THIS AGREEMENT, made and entered into this 20<sup>th</sup> day of November, 2024  
by and between **ALAN G. DONAHOO**, 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 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,  
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:

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.

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.

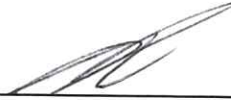
Grantor covenants that he/she is the owner of the premises and has the right, title and capacity to grant the easements herein conveyed.

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:**



Printed Name: ALAN G. DONAHOO

Property Address:  
103 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 20 day of November,  
2024, by ALAN G. DONAHOO.

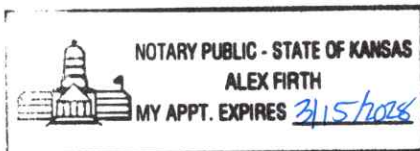
(Seal, if any)



(Signature of notarial officer)

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 and Alexandria Clower, City Clerk, for the City  
of Edgerton, Kansas.

(Seal)

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

[My appointment expires: \_\_\_\_\_]

Project Name: 2nd Street Reconstruction  
Parcel No. 0462030701026003000  
Tract No. 19  
(Single Person)

**TEMPORARY CONSTRUCTION EASEMENT**

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between **CYNTHIA JOAN COPE**, 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 Thirty Eight and No/100 Dollars (\$138) 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, 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.

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:**

Cynthia Joan Cope  
Printed Name: CYNTHIA JOAN COPE

Property Address:  
203 E MCDONALD ST

Mailing Address (if different from property address):  
\_\_\_\_\_  
\_\_\_\_\_

**ACKNOWLEDGMENT**

State of Kansas

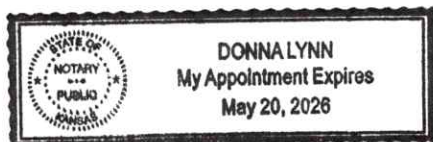
County of Johnson

This instrument was acknowledged before me on this 18<sup>th</sup> day of November,  
2024, by CYNTHIA JOAN COPE.

(Seal, if any)

Donna Lynn  
(Signature of notarial officer)

Notary Public  
Title (and Rank)



[My appointment expires: 05-20-26]

**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 and Alexandria Clower, City Clerk, for the City  
of Edgerton, Kansas.

(Seal)

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

[My appointment expires: \_\_\_\_\_]

Project Name: 2nd Street Reconstruction  
Parcel No. 0462030703010012000  
Tract No. 36  
(Single Person)

### **TEMPORARY CONSTRUCTION EASEMENT**

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between **STEVEN G. CRIM**, 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 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, 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 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.

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:**

*Steven G. Crim*

Printed Name: STEVEN G. CRIM

Property Address:

1005 W 3RD ST

Mailing Address (if different from property address):

\_\_\_\_\_  
\_\_\_\_\_

**ACKNOWLEDGMENT**

State of Kansas

County of Johnson

This instrument was acknowledged before me on this 25 day of November,  
2024, by STEVEN G. CRIM.

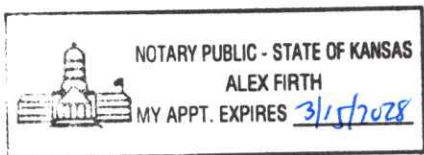
*Alex Firth*

(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 and Alexandria Clower, City Clerk, for the City  
of Edgerton, Kansas.

(Seal)

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

[My appointment expires: \_\_\_\_\_]

Project Name: 2nd Street Reconstruction  
Tract No.36  
Parcel No.0462030703010012000  
(Single Person)

**PERMANENT SANITARY SEWER EASEMENT**

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between **STEVEN G. CRIM**, 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 Three Hundred Nineteen and No/100 Dollars (\$319), 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 easement for sanitary sewer line(s) and other appurtenances in, over, on, under and through the following described land in the County of Johnson, State of Kansas (such land is referred to herein as the premises):

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.



## SECTION TWO RESTRICTED USE BY GRANTOR

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

## SECTION THREE ADDITIONAL RIGHTS OF GRANTEE

(1) Grantee shall have the right to install additional sanitary sewer line(s) or replace said line(s) with a larger line in the described easement at some future date and under the same conditions as the sanitary sewer line was installed, except no additional payment shall be made for the purchase of said right.

(2) Grantee and its employees shall have free access to the sanitary sewer line, using such reasonable route as Grantor may designate or approve.

(3) In the exercise of the rights granted under this Easement, Grantee shall have the further right to trim and clear away any interfering trees, rocks, shrubs, roots, limbs or surfacing material on the easement area now or in the future, whenever in Grantee's judgment, such items will interfere with access to the sanitary sewer line. All excavation shall be completely filled and sufficiently tamped to an appropriate elevation to prevent settling, with grass areas reseeded or cultivated established lawns resodded without the obligation of subsequent maintenance. All surplus soil, rock and debris shall be removed by Grantee within a reasonable time following the completion of any activity by Grantee unless otherwise agreed to by Grantor.

## SECTION FOUR 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 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:**

Steven G. Crim

Printed Name: STEVEN G. CRIM

Property Address:  
1005 W 3RD ST

Mailing Address (if different from property address):

1005 W. 3rd St  
Edgerton, KS 66021

**ACKNOWLEDGMENT**

State of Kansas

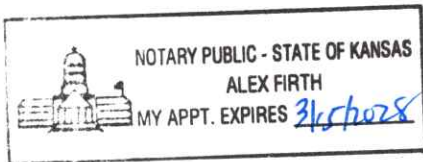
County of Johnson

This instrument was acknowledged before me on this 25 day of November  
2024, by STEVEN G. CRIM.

  
(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 and Alexandria Clower, City Clerk, for the City  
of Edgerton, Kansas.

(Seal)

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

[My appointment expires: \_\_\_\_\_]

Project Name: 2nd Street Reconstruction  
Tract No. 35  
Parcel No. 0462030703012001000  
(Trust)

**TEMPORARY CONSTRUCTION EASEMENT**

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between **PEARCE, LARRY L. CO-TRUSTEE** and **PEARCE, DONNA D. CO-TRUSTEE, Trustees of the LARRY L PEARCE INTERVIVOS 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 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 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:**

LARRY L PEARCE INTERVIVOS TRUST

By: Deceased

Printed Name: PEARCE, LARRY L. CO-  
TRUSTEE

By: Donna Pearce

Printed Name: PEARCE, DONNA D. CO-  
TRUSTEE

Property Address:  
1002 W 3RD ST

Mailing Address (if different from property  
address):

20315 South Gardner Rd  
Gardner, KS 66030

**ACKNOWLEDGMENT**

State of Kansas

County of Johnson

This instrument was acknowledged before me on this 22 day of November

2024, by PEARCE, LARRY L. CO-TRUSTEE and PEARCE, DONNA D. CO-

TRUSTEE, as Trustee(s) of LARRY L PEARCE INTERVIVOS TRUST

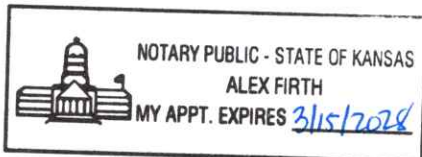
Alex Firth

(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 and Alexandria Clower, City Clerk, for the City  
of Edgerton, Kansas.

(Seal)

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

[My appointment expires: \_\_\_\_\_]

Project Name: 2nd Street Reconstruction  
Tract No.35  
Parcel No. 0462030703012001000  
(Trust)

**PERMANENT SANITARY SEWER EASEMENT**

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between **PEARCE, LARRY L., CO-TRUSTEE and PEARCE, DONNA D., CO-TRUSTEE, Trustees of the LARRY L PEARCE INTERVIVOS 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 consideration hereinafter described, the parties hereto agree as follows:

**SECTION ONE  
GRANT OF PERMANENT EASEMENT**

In consideration of Nine Hundred Twenty Nine and No/100 Dollars (\$929), 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 easement for sanitary sewer line(s) and other appurtenances in, over, on, under and through the following described land in the County of Johnson, State of Kansas (such land is referred to herein as the premises):

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  $13^{\circ}22'13''$  West, 16.25 feet; thence departing said East line North  $80^{\circ}44'22''$  West, 114.56 feet to the North line of Lot 162; thence along said North line South  $88^{\circ}42'46''$  East, 116.88 feet to the Point Of Beginning, containing 929 square feet.

## SECTION TWO RESTRICTED USE BY GRANTOR

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

## SECTION THREE ADDITIONAL RIGHTS OF GRANTEE

(1) Grantee shall have the right to install additional sanitary sewer line(s) or replace said line(s) with a larger line in the described easement at some future date and under the same conditions as the sanitary sewer line was installed, except no additional payment shall be made for the purchase of said right.

(2) Grantee and its employees shall have free access to the sanitary sewer line, using such reasonable route as Grantor may designate or approve.

(3) In the exercise of the rights granted under this Easement, Grantee shall have the further right to trim and clear away any interfering trees, rocks, shrubs, roots, limbs or surfacing material on the easement area now or in the future, whenever in Grantee's judgment, such items will interfere with access to the sanitary sewer line. All excavation shall be completely filled and sufficiently tamped to an appropriate elevation to prevent settling, with grass areas reseeded or cultivated established lawns resodded without the obligation of subsequent maintenance. All surplus soil, rock and debris shall be removed by Grantee within a reasonable time following the completion of any activity by Grantee unless otherwise agreed to by Grantor.

## SECTION FOUR 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 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:**

LARRY L PEARCE INTERVIVOS TRUST

By: Deceased  
Printed Name: PEARCE, LARRY L. CO-TRUSTEE

By: Donna Pearce  
Printed Name: PEARCE, DONNA D. CO-TRUSTEE

Property Address:  
1002 W 3RD ST

Mailing Address (if different from property address):

20315 South Gardner Rd  
Gardner, KS 66030

**ACKNOWLEDGMENT**

State of Kansas

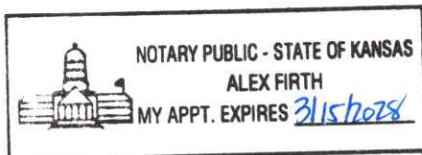
County of Johnson

This instrument was acknowledged before me on this 22 day of November  
2024, by PEARCE, LARRY L. CO-TRUSTEE and PEARCE, DONNA D. CO-TRUSTEE as Trustee(s) of LARRY L PEARCE INTERVIVOS TRUST

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 and Alexandria Clower, City Clerk, for the City  
of Edgerton, Kansas.

(Seal)

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

[My appointment expires: \_\_\_\_\_]

Project Name: 2nd Street Reconstruction  
Tract No. 39  
Parcel No. 0462030703010009000

### **TEMPORARY CONSTRUCTION EASEMENT**

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between **MORGAN M. HILLMAN and TYRONE A. HILLMAN**, a joint tenants, 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 Thirty Two and No/100 Dollars (\$132) 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 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.

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:

Morgan M. Hillman  
Printed Name: MORGAN M. HILLMAN

Tyrone A. Hillman  
Printed Name: TYRONE A. HILLMAN

Property Address:  
209 W EDGEWOOD DR

Mailing Address (if different from property address):  
\_\_\_\_\_  
\_\_\_\_\_

ACKNOWLEDGMENT

State of Kansas

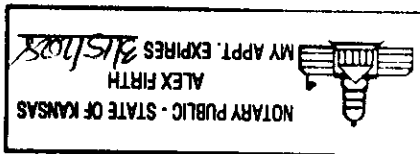
County of Johnson

This instrument was acknowledged before me on this 21 day of November  
2024, by MORGAN M. HILLMAN and TYRONE A. HILLMAN as joint tenants.

[Signature]  
(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 and Alexandria Clower, City Clerk, for the City  
of Edgerton, Kansas.

(Seal)

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

[My appointment expires: \_\_\_\_\_]



Project Name: 2nd Street Reconstruction  
Tract No. 26  
Parcel No. 0462030703003006000  
(Spouses)

### **TEMPORARY CONSTRUCTION EASEMENT**

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between **MATTHEW R. TALLEY and MELISSA R. TALLEY**, 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 Fifty Four and No/100 Dollars (\$154) 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 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.

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.

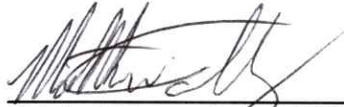
Grantors covenant that they are the owners of the premises and have the right, title and capacity to grant the easements herein conveyed.

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:**



Printed Name: MATTHEW R. TALLEY



Printed Name: MELISSA R. TALLEY

Property Address:  
306 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 26 day of November  
2024, by MATTHEW R. TALLEY and MELISSA R. TALLEY as spouses.



(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 and Alexandria Clower, City Clerk, for the City  
of Edgerton, Kansas.

(Seal)

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

[My appointment expires: \_\_\_\_\_]

Project Name: 2nd Street Reconstruction  
Parcel No. 0462030701030001020  
Tract No. 16  
(Spouses)

### **TEMPORARY CONSTRUCTION EASEMENT**

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between **JOSHUA P BATCHELOR** and **RUTH BATCHELOR** as 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 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.

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:**

*Josh Batchelor*  
Printed Name: JOSHUA P BATCHELOR

*Ruth Batchelor*  
Printed Name: RUTH BATCHELOR

Property Address:  
701 E 2ND ST

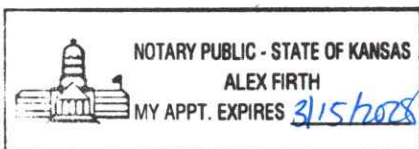
Mailing Address (if different from property address):  
\_\_\_\_\_  
\_\_\_\_\_

**ACKNOWLEDGMENT**

State of Kansas  
County of Johnson

This instrument was acknowledged before me on this 26 day of November  
2024, by JOSHUA P BATCHELOR and RUTH BATCHELOR, spouses.

(Seal, if any)



*Alex Firth*  
(Signature of notarial officer)  
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 and Alexandria Clower, City Clerk, for the City  
of Edgerton, Kansas.

(Seal)

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

[My appointment expires: \_\_\_\_\_]



Project Name: 2nd Street Reconstruction

Tract No. 8

Parcel No. 0462030701027002000

(LLC, Corporation, Partnership)

**TEMPORARY CONSTRUCTION EASEMENT**

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between **CALUKAS PROPERTIES LLC**, 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 Two Hundred Thirty Two and No/100 Dollars (\$232) 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 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.

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:**

CALUKAS PROPERTIES LLC

a LLC

(Corporation/LLC/Partnership)

By: [Signature]

Printed Name: Garrison Pflumm

Title: owner

Property Address:

610 E 2ND ST

Mailing Address (if different from property address):

29289 W 162 Terr

Barber, KS 66030

**ACKNOWLEDGMENT**

STATE OF Kansas )  
 ) ss:  
COUNTY OF Johnson )

BE IT REMEMBERED, that on this 14 day of November, 2024, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Garrison Pflumm (Name), Owner (Title) of CALUKAS PROPERTIES LLC, a \_\_\_\_\_, who is personally known to me to be the same person who executed as such officer/member the foregoing instrument of writing on behalf of said entity and said person duly acknowledged the execution of the same to be the act and deed of said entity.

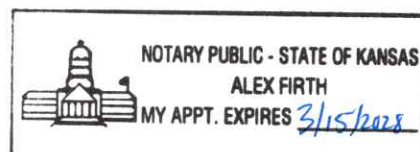
IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last above written.

[Signature]  
Notary Public

Printed Name: Alex Firth

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 and Alexandria Clower, City Clerk, for the City  
of Edgerton, Kansas.

(Seal)

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

[My appointment expires: \_\_\_\_\_]

Project Name: 2nd Street Reconstruction  
Parcel No. 0462030703010005000  
Tract No. 43  
(Single Person)

**TEMPORARY CONSTRUCTION EASEMENT**

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between **STEVEN R. HARKINS**, 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 Seven and No/100 Dollars (\$107) 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 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.

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:**



Printed Name: STEVEN R. HARKINS

Property Address:  
111 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 14 day of November,  
2024, by STEVEN R. HARKINS.

(Seal, if any)

  
(Signature of notarial officer)

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 and Alexandria Clower, City Clerk, for the City  
of Edgerton, Kansas.

(Seal)

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

[My appointment expires: \_\_\_\_\_]



Project Name: 2nd Street Reconstruction  
Tract No. 11  
Parcel No. 0462030701024001000  
(Spouses)

**TEMPORARY CONSTRUCTION EASEMENT**

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between **JUAN F. ABUNDIZ and VISENTA HERNANDEZ**, 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 Eighty Five and No/100 Dollars (\$185) 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 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.

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:**

*[Signature]*  
Printed Name: JUAN F. ABUNDIZ

*[Signature]*  
Printed Name: VISENTE HERNANDEZ

Property Address:  
502 E 2ND ST

Mailing Address (if different from property address):  
\_\_\_\_\_  
\_\_\_\_\_

**ACKNOWLEDGMENT**

State of Kansas

County of Johnson

This instrument was acknowledged before me on this 14 day of November  
2024, by JUAN F. ABUNDIZ and VISENTE HERNANDEZ as spouses.

*[Signature]*  
(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 and Alexandria Clower, City Clerk, for the City  
of Edgerton, Kansas.

(Seal)

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

[My appointment expires: \_\_\_\_\_]

Project Name: 2nd Street Reconstruction  
Parcel No. 0462030701024003000  
Tract No. 10  
(Single Person)

### **TEMPORARY CONSTRUCTION EASEMENT**

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between **DAVID CROW**, 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 Ninety Two and No/100 Dollars (\$192) 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 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.

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:**

David Crow

Printed Name: DAVID CROW

Property Address:  
510 E 2ND ST

Mailing Address (if different from property address):  
\_\_\_\_\_  
\_\_\_\_\_

**ACKNOWLEDGMENT**

State of Kansas

County of Johnson

This instrument was acknowledged before me on this 15 day of November,  
2024, by DAVID CROW.

(Seal, if any)



Alexandra Clower  
(Signature of notarial officer)

City Clerk  
Title (and Rank)

[My appointment expires: 7/5/24]

**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 and Alexandria Clower, City Clerk, for the City  
of Edgerton, Kansas.

(Seal)

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

[My appointment expires: \_\_\_\_\_]



Project Name: 2nd Street Reconstruction  
Parcel No. 0462030703010001000  
Tract No. 3  
(Single Person)

**TEMPORARY CONSTRUCTION EASEMENT**

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between **ROSS G. ACKLEY**, 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 Three Hundred Seventy Eight and No/100 Dollars (\$378) 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 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.

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:**

  
Printed Name: ROSS G. ACKLEY

Property Address:  
105 E EDGEWOOD DR

Mailing Address (if different from property address):  
\_\_\_\_\_  
\_\_\_\_\_

**ACKNOWLEDGMENT**

State of Kansas

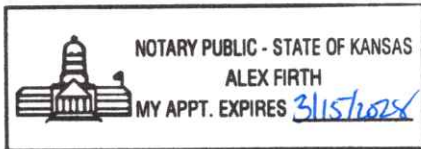
County of Johnson

This instrument was acknowledged before me on this 15 day of November,  
2024, by ROSS G. ACKLEY.

  
(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 and Alexandria Clower, City Clerk, for the City  
of Edgerton, Kansas.

(Seal)

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

[My appointment expires: \_\_\_\_\_]

Project Name: 2nd Street Reconstruction  
Track No.3  
Parcel No. 0462030703010001000  
(Single Person)

### **PERMANENT STREET EASEMENT**

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between **ROSS G. ACKLEY**, 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 Four Hundred Fifty-Six and No/100 Dollars (\$456), 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 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.

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:**



Printed Name: ROSS G. ACKLEY

Property Address:  
105 E EDGEWOOD DR

Mailing Address (if different from property address):  
\_\_\_\_\_  
\_\_\_\_\_

**ACKNOWLEDGMENT**

State of Kansas

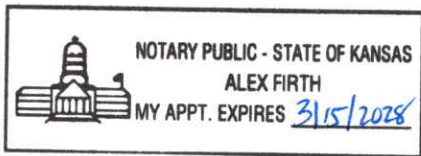
County of Johnson

This instrument was acknowledged before me on this 15 day of November  
20\_\_\_\_, by ROSS G. ACKLEY.

  
\_\_\_\_\_  
(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 and Alexandria Clower, City Clerk, for the City  
of Edgerton, Kansas.

(Seal)

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

[My appointment expires: \_\_\_\_\_]

Project Name: 2<sup>nd</sup> Street Reconstruction  
Parcel No. 0462030701029005000

Tract No. 5  
(Single Person)

### **TEMPORARY CONSTRUCTION EASEMENT**

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between **KYLE MCSPADDEN**, 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 Thirty One and No/100 Dollars (\$231) 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 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.

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:**



Printed Name: KYLE MCSPADDEN

Property Address:  
820 E 2ND ST

Mailing Address (if different from property address):  
\_\_\_\_\_  
\_\_\_\_\_


**ACKNOWLEDGMENT**

State of Kansas

County of Johnson

This instrument was acknowledged before me on this 14 day of November,  
2024, by KYLE MCSPADDEN

(Seal, if any)

  
(Signature of notarial officer)

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 and Alexandria Clower, City Clerk, for the City  
of Edgerton, Kansas.

(Seal)

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

[My appointment expires: \_\_\_\_\_]

Project Name: 2nd Street Reconstruction  
Tract No. 5  
Parcel No.0462030701029005000  
(Single Person)

**PERMANENT DRAINAGE EASEMENT**

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between **KYLE MCSPADDEN**, 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 Hundred and No/100 Dollars (\$100), 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 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.

## 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:



Printed Name: KYLE MCSPADDEN

Property Address:  
820 E 2ND ST

Mailing Address (if different from property address):  
\_\_\_\_\_  
\_\_\_\_\_

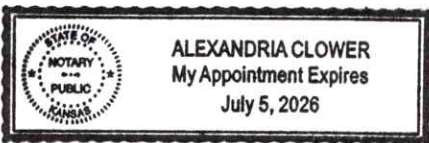
**ACKNOWLEDGMENT**

State of Kansas

County of Johnson

This instrument was acknowledged before me on this 14 day of November  
2024, by 820 E 2ND ST.

(Seal, if any)



  
(Signature of notarial officer)

City Clerk  
Title (and Rank)

[My appointment expires: \_\_\_\_\_]

**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 and Alexandria Clower, City Clerk, for the City  
of Edgerton, Kansas.

(Seal)

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

[My appointment expires: \_\_\_\_\_]

Project Name: 2nd Street Reconstruction  
Tract No. 22  
Parcel No. 462030701018012000  
(Trust)

**TEMPORARY CONSTRUCTION EASEMENT**

THIS AGREEMENT, made and entered into this 4<sup>th</sup> day of December, 2024, by and between **ANNE N. PATTERSON, TRUSTEE**, under Trust Agreement with Andrew L. Patterson as Settlor, 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 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, 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 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.

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:**

Andrew L. Patterson Trust, under Trust Agreement with Andrew L. Patterson as Settlor

By: Anne N. Patterson  
Printed Name: ANNE N. PATTERSON,  
TRUSTEE

Property Address:  
200 E MARTIN ST

Mailing Address (if different from property address):  
\_\_\_\_\_  
\_\_\_\_\_

**ACKNOWLEDGMENT**

State of Kansas

County of Johnson

This instrument was acknowledged before me on this 4<sup>th</sup> day of December 2024, by ANNE N. PATTERSON, as TRUSTEE of the Andrew L. Patterson Trust, under Trust Agreement with Andrew L. Patterson as Settlor

Michelle N. Mason  
(Signature of notarial officer)

(Seal, if any)

Notary Public  
Title (and Rank)



[My appointment expires: 3/10/25]

**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 and Alexandria Clower, City Clerk, for the City  
of Edgerton, Kansas.

(Seal)

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

[My appointment expires: \_\_\_\_\_]

## City Council Action Item

**Council Meeting Date:** December 12, 20224

**Department:** Utilities

### Agenda Item: Consider Outside City Limits Water Service Application

**Background/Description of Item:**

On November 21, 2024 Matthew and Kandace Thomas, as the property owner submitted a Water Connection Application for new water service to a property at 2324 N 100 Rd., Wellsville, KS 66092. The final address is subject to change due to Douglas County not issuing addresses to parcels without a structure present. This property is approximately 1,000 Linear feet East of E 2300 Rd. 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 207<sup>th</sup> Street/N 100 Road, which borders the south side of the property. The property owner is planning to install approximately 75 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

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**Funding Source:** N/A

**Budget Allocated:** N/A

x Karen E. Kindle

**Finance Director Approval:** Karen Kindle, Finance Director

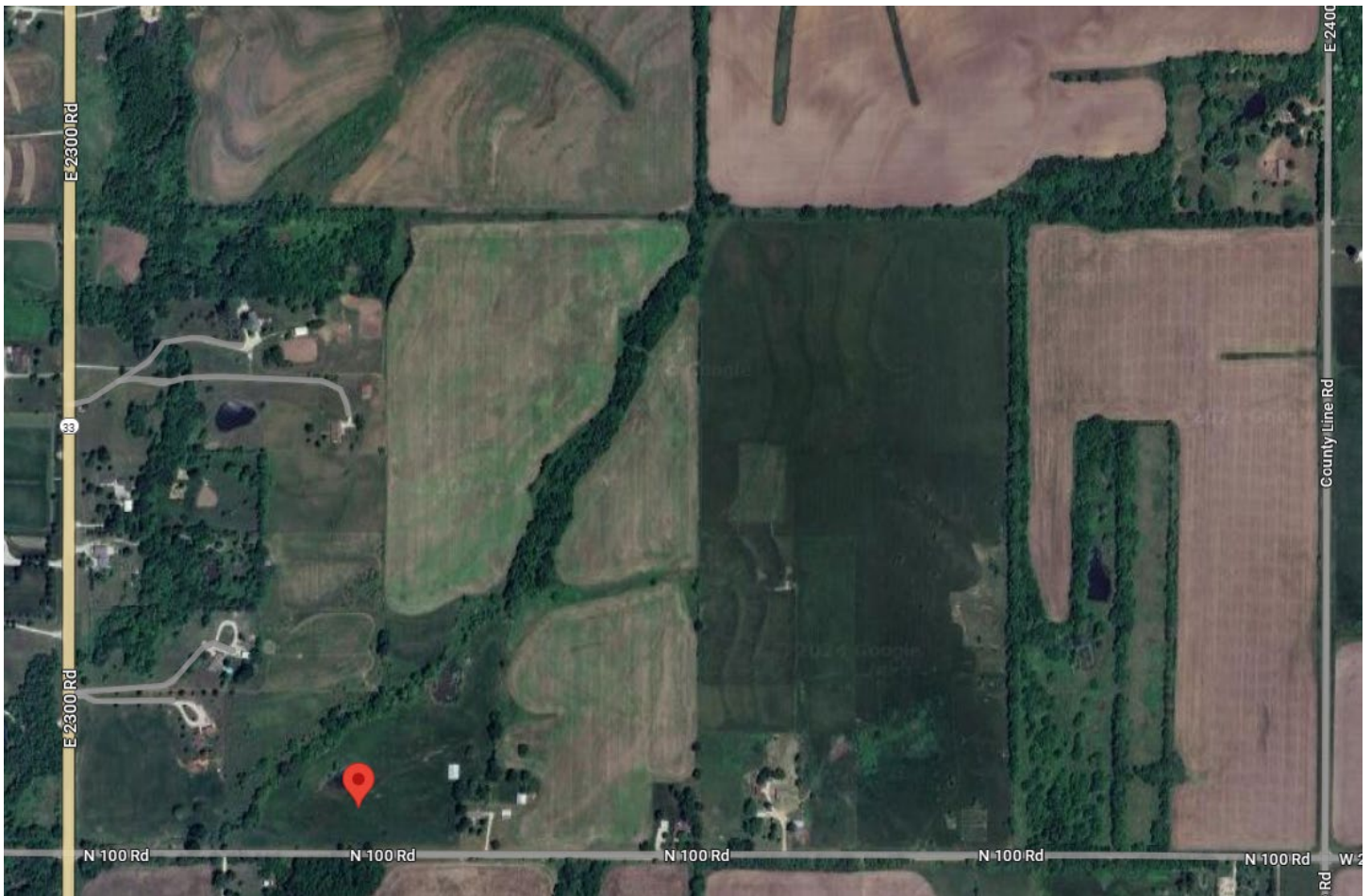
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**Recommendation: Approve Water Service Application Outside City Limits from Matthew and Kandace Thomas at 2324 N. 100Rd. Wellsville, KS 66092.**

**Enclosed:** Property Map

**Prepared by:** Alex Clower, City Clerk





New Water Service Connection

Application Date: 11/21/2024

Applicant: Matthew & Kandace Thomas

## City Council Action Item

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**Council Meeting Date:** December 12, 2024

**Department:** Utilities

### **Agenda Item: Consider Approval of Agreement With Digital Erth Consulting LLC For Sludge Removal Services.**

**Background/Description of Item:**

In August, 2022, the City of Edgerton approved a contract with Digital Erth Consulting LLC for sludge removal services. The contract was executed in November, 2022, then in 2023, the contract was renewed with a November, 2024 expiration.

Staff worked with Digital Erth to negotiate an increase of \$25 per truckload. This increases the price to \$735 per truckload. The price increase is still less than the alternative bidder from the process in 2022.

Staff also worked with Digital Erth to increase the term to 3 years with an annual increase of \$25 per truckload. Any extension after the 3 years is limited to one-year intervals.

The contract has been reviewed and approved by City Attorney. Staff recommends approving this agreement.

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

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**Funding Source:** Sewer Fund

**Budget Allocated:** \$21,300

**Finance Director Approval:** N/A

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### **Recommendation: Approve Agreement With Digital Erth Consulting LLC For Sludge Removal Services.**

**Enclosed:** Sludge Removal Agreement - DRAFT  
**Prepared by:** Dan Merkh, Public Works Director

## **SLUDGE REMOVAL AGREEMENT**

THIS SLUDGE REMOVAL AGREEMENT (the “Agreement”) is made this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by and between the City of Edgerton (the “City”), a municipal corporation, and Digital Erth Consulting, LLC, (“DEC”) a validly existing, Kansas limited liability company. The parties hereby agree as follows:

### **SECTION ONE: SERVICES**

DEC hereby agrees to provide the following Class B sewage sludge disposal services to City:

1. DEC will provide a container with a capacity of ten (10) cubic yards (about ten tons) to City on a continuous basis.
2. DEC agrees to respond and collect disposed sludge no greater than the next business day following notification from City staff.
3. DEC will maintain records as required by 40 CFR 503.
4. DEC will prepare all parts of the “Land Application Forms for Kansas Domestic Wastewater Treatment Facilities” report and submit the same to the EPA as required by law.
5. DEC will be responsible for all soil testing. City will be responsible for sludge testing requirements of the report.
6. Title to the sewer sludge shall pass to DEC when placed in DEC’s truck.
7. All solid waste hauled by DEC shall be so contained, tied or enclosed that leaking, spilling, or blowing are prevented. DEC shall immediately clean up any leaking, spilled or blown items, particularly hydraulic fluid and petroleum products.

### **SECTION TWO: COST**

DEC will dispose of sewage sludge at the rate of \$735.00 per truckload, with a truckload being up to ten (10) cubic yards (approximately ten tons). DEC agrees that there will be no additional trip charge. After the first year of this Agreement the City shall allow an annual increase of \$25 per truckload to DEC on the anniversary date of the execution of this Agreement.

### **SECTION THREE: TERM**

The term of this Agreement shall be three years upon execution by the parties of this Agreement. City may unilaterally terminate this agreement at any time, with the termination being effective Thirty (30) days after written notice. All subsequent contract extensions, if any, shall be in increments of one (1) year, and subject to termination as provided herein.

### **SECTION FOUR: LEGAL COMPLIANCE**

In performing pursuant to this Agreement, DEC will comply with all applicable State and Federal laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the work to be performed, and all said laws, ordinances, rules, and regulations as they exist now or are amended in the future, shall apply to the Agreement throughout, and they shall be deemed to be included

in this Agreement as though written out in full as part of this Agreement. Equipment utilized by DEC must comply with all axle weight restrictions.

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

## **SECTION FIVE: INSURANCE, INDEMNITY AND TRANSFER**

1. DEC's Insurance. DEC shall maintain the following insurance:

General Policy Aggregate	\$2,000,000
Commercial General Liability Each Occurrence:	\$1,000,000
Commercial General Liability Aggregate:	\$2,000,000
Products and Completed Operations Aggregate:	\$2,000,000
Personal and Advertising Injury:	\$1,000,000
Damage to Premises Rented to You:	\$100,000
Medical Payments:	\$10,000
Contractors Pollution Liability Each Pollution Condition	\$1,000,000
Contractors Pollution Liability Aggregate:	\$2,000,000
Transportation Pollution Liability Each Pollution Event:	\$1,000,000
Transportation Pollution Liability Aggregate:	\$2,000,000

2. Indemnity. DEC will indemnify, defend, and save harmless the City, its officers, agents, servants, and employees from and against any and all Court actions, legal proceedings, claims, demands, damages, costs, expenses, and attorney fees to the extent resulting from an alleged willful or negligent act or omission of DEC, its officers, agents, servants and employees in the performance of this Agreement.
3. Kansas Tort Claims Act. Nothing herein shall be construed as either the City or DEC waiving the immunities and liability limitations afforded to them by the Kansas Tort Claims Act. Additionally, the parties specifically agree that the terms of this section, and the terms of this agreement, shall be subject to and limited by the Kansas Cash Basis Law (K.S.A. 10-1101 *et seq.*) and the Kansas Budget Law (K.S.A. 79-2935 *et seq.*), and amendments thereto.
4. Transfer and Assignment. Other than by operation of law, no assignment of the Contract or rights accruing under this Contract shall be made in whole or in part by the Contractor without express written consent of the City. In the event of an assignment, the assignee shall assume the liability of the Contractor. The obligations of the Contractor are not to be sub-contracted, assigned, or transferred to any person or organization without first having obtained written consent of the City.

## **SECTION SIX: GOVERNING LAW**

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

**IN WITNESS WHEREOF**, the parties have set their hands this \_\_\_\_ day of \_\_\_\_\_, 2024.

CITY OF EDGERTON, KANSAS

DIGITAL EARTH CONSULTING, LLC

\_\_\_\_\_  
Donald Roberts, Mayor

\_\_\_\_\_  
Charles Finley

ATTEST:

\_\_\_\_\_  
Alexandria Clower, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Todd Luckman, City Attorney

## City Council Action Item

**Council Meeting Date:** December 12, 2024

**Department:** Administration

### **Agenda Item: Consider Facility Use and Maintenance Agreement with Edgerton Historic Society for Edgerton Community Museum**

**Background/Description of Item:** In 2013, the Edgerton Historic Society opened the Edgerton Community Museum at 406 East Nelson adjacent to City Hall. In December of that year and annually since, Edgerton City Council has approved a Facility Use and Maintenance Agreement with the Historic Society for the use of the museum building similar to the Agreement with Johnson County Library, since it is housed in a building owned by the City.

The enclosed draft agreement continues that arrangement for 2025. The agreement contemplates that EHS would agree to pay the city a monthly Usage and Maintenance Fee. In the past years, City Council set the fee at \$1 for the entirety of that agreement year. For 2025, the City Council may determine an appropriate amount and insert it into the agreement.

There have been no changes to this agreement since the previous approval year. The agreement, if approved, is valid for one year beginning January 1, 2025 through December 31, 2025. Either party may elect not to renew the agreement with two months prior notice.

The agreement is under review by the City Attorney. Any changes will be reviewed at the City Council meeting.

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

**Funding Source:** N/A

**Budget Allocated:** N/A

**Finance Director Approval:** N/A

### **Recommendation: Approve Facility Use and Maintenance Agreement with Edgerton Historic Society for Edgerton Community Museum**

**Enclosed:** Draft Facility Use and Maintenance Agreement

**Prepared by:** Levi Meyer, Parks and Recreation Director

## **FACILITY USE AND MAINTENANCE AGREEMENT**

THIS FACILITY USE AND MAINTENANCE AGREEMENT (the Agreement) is made this \_\_\_\_<sup>th</sup> day of December, 2024, by and between the City of Edgerton (hereinafter the “City”) and the Board of Directors of the Edgerton Historic Society (hereinafter “EHS”). The parties agree as follows:

**SECTION ONE:** City’s Agreement to Make a Facility Available for the Edgerton Community Museum. City owns a former home located at 406 East Nelson (hereinafter “the Facility”) and desires to enter into a Use and Maintenance Agreement (hereinafter “the Agreement”) authorizing EHS to use an agreed area of the Facility (hereinafter the “Museum”) for the purposes of establishing and maintaining the Edgerton Community Museum.

**SECTION TWO:** EHS’s Agreement to Maintain a Museum at the Facility. EHS has approved the establishment and maintenance of the Edgerton Community Museum at the Facility, and EHS desires to establish and maintain a public museum at the Facility.

### **SECTION THREE: CITY’S RESPONSIBILTIES**

1. Making the Facility Ready for Use; Compliance with Codes and Laws. The City agrees that it shall, at its sole expense, prepare the Facility and the Museum Site for use by EHS. The City warrants that the Facility and the Museum Site will be completed in a manner that assures that the Facility and the Museum Site will be in compliance with all federal, state, county, and city laws and building and zoning codes (necessary ADA improvements to the second floor excepted), and that the City will, at its sole expense, bring the Facility or Museum Site into compliance with such laws or codes, in the event that the parties are advised of a violation of any one of such laws or codes.
2. Signage. The City agrees that EHS shall be permitted to place appropriate signs on the exterior of the Facility or on the property identifying the museum, subject to City zoning and building codes.
3. Maintenance of the Facility. The City agrees that it will, at its sole expense, maintain the grounds and sidewalk surrounding the Facility; mow the grass; remove snow and ice from the parking lot, ADA ramp and sidewalk areas around the Facility (not including the porch); maintain all electrical, plumbing, mechanical, heating, ventilation, and air condition systems in good repair; maintain the floors, roof, walls, windows, entry areas and common areas of the Facility in a manner that makes the Facility safe and free of hazards for use by EHS patrons; arrange for pest and insect control; and arrange for capital improvements of the Facility that are needed to assure that the Facility is in good condition for use by EHS patrons and the citizens of Edgerton. EHS may perform capital improvements to the museum but only with the written consent and approval of the City. The City may enter the Museum at any time to inspect and/or verify building structure and/or systems are functioning properly.
4. Utilities. The City will be responsible to make all payments due for utilities used at the Museum Site.

#### **SECTION FOUR: EHS'S RESPONSIBILITIES**

1. Agreement to Use the Museum Site. EHS agrees to establish and maintain a public community museum at the Museum Site of the Facility. The parties agree that museum services and selection of materials are the sole prerogative of EHS.
2. Museum Operations. During the term of this Agreement, EHS shall operate the hours of the museum as determined by EHS so long as those hours of operation are within those that the Edgerton Library is open to the public. The Edgerton Library provides public restroom facilities to the patrons of the museum. Exhibits within the museum open to the public shall only operate on the first floor of the museum until such time as accommodations for ADA accessibility requirements are made to the second floor. The second floor of the museum shall be used for storage purposes only with access to that storage limited to members of the EHS.
3. Usage of Facilities for City Functions. EHS agrees to allow the City to use the Facility for City functions following reasonable notice if the Facility is not otherwise reserved for use by another party.
4. Usage and Maintenance Fee. EHS agrees to pay the City a Usage and Maintenance Fee (hereinafter the "Fee") in the sum of \$ \_\_\_\_ per year. The Fee shall be paid annually by the first day of the year.
5. Security. EHS shall be solely responsible for securing the Museum Site and safeguarding EHS materials used in the operation of the public community museum at the Museum Site. The City agrees all such security measures are the sole prerogative of EHS. The City will control the locks for entrance into the building including providing a key for use by EHS and changing the locks as necessary.
6. Maintenance of Museum Site and Payment of Utilities. EHS agrees to maintain and keep in good repair the Museum Site (excluding capital improvements to the common areas, walls, floors, or ceiling) and agrees, at its sole expense, to contract for custodial services for the Museum Site.
7. Use of Exterior of Property. EHS may place historical artifacts on the surrounding grounds with permission from the City.

#### **SECTION FIVE: FAILURE TO MAKE REPAIRS**

The City agrees to respond promptly when advised pursuant to Section Three of this Agreement of needed repairs or service to the Facility, the surrounding grounds, sidewalks, and parking. In the event that the City does not, within a reasonable period of time, respond to the call for repair or services, EHS may undertake such repair or service on its own, and the City agrees to reimburse EHS for the reasonable cost of any such repair or service.



## SECTION SIX: TERM

The term of this Agreement shall be one year beginning January 1, 2025 through December 31, 2025. In the event that one of the parties elects not to renew this Agreement, it shall give the other party two months prior written notice of its intent not to renew.

## SECTION SEVEN: INSURANCE AND HOLD HARMLESS

1. City's Insurance. The City agrees to maintain insurance for the structure.
2. EHS's Insurance. EHS agrees to maintain throughout the term of this lease (and provide The City with a formal Accord 25 certificate of insurance documenting such coverage is in force), the following minimum coverages:
  - a. Commercial General Liability on an occurrence basis, with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 aggregate. The City shall be included as an additional insured, on a primary basis, non-contributory with any other insurance carried by The City.
  - b. Commercial Property insurance covering all items of EHS property on the premises and tenant improvements and alterations. The City and EHS hereby waive and request that their insurers waive any right of recovery/subrogation against each other on account of any loss or damage to property, to the extent covered by the commercial property insurance required above.
  - c. Workers Compensation insurance providing statutory benefits to EHS employees and employers liability insurance with limits of not less than \$500,000.
  - d. Directors & Officers and Employment Practices Liability insurance with a per claim limit of not less than \$500,000, and with defense costs provided in addition to such limit of liability. EPL coverage is also to extend to third party claimants.
3. Hold Harmless. Each party agrees to protect, defend, indemnify and hold the party and their officers, employees, and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees, or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly out of its error, omission or negligent act.
4. Waiver of Subrogation. Each of the parties releases the other party from all liability for damage due to any act or neglect of the other party (except as hereinafter provided) occasioned to property owned by the parties which is or might be incident to or the result of a fire or any other casualty against loss for which either of the parties is now carrying or hereafter may carry insurance; provided, however, that these releases shall not apply to any loss or damage occasioned by the willful, wanton, or premeditated negligence of either of the parties, and the parties hereto further covenant that any insurance that they obtain on their respective properties shall contain an appropriate provision whereby the insurance company, or companies, consent to the mutual release of liability contained in this paragraph.
5. Kansas Tort Claims Act. Nothing herein shall be construed as the City waiving its immunities and liability limitations afforded to the City by the Kansas Tort Claims Act.

**IN WITNESS WHEREOF**, the parties have set their hands this \_\_\_\_ day of December, 2024.

CITY OF EDGERTON, KANSAS

BOARD OF DIRECTORS OF THE  
EDGERTON HISTORIC SOCIETY

\_\_\_\_\_  
Donald Roberts, Mayor

\_\_\_\_\_  
President in lieu of Chair

ATTEST:

ATTEST:

\_\_\_\_\_  
Alexandria Clower, City Clerk

\_\_\_\_\_  
Secretary

APPROVED AS TO FORM:

APPROVED AS TO FORM:

\_\_\_\_\_  
Todd Luckman, City Attorney

\_\_\_\_\_  
Attorney

## City Council Action Item

**Council Meeting Date:** December 12, 2024

**Department:** Public Works

### Agenda Item: Final Acceptance of Construction of the Glendell Acres Park Improvements Project with CM Concrete, Inc.

**Background/Description of Item:**

On February 22, 2024 City Council approved an update to the project budget and contract with CM Concrete for construction of the improvements at Glendell Acres Park.

In July of 2024 City Staff presented a project update related to the award of the KDHE Waste Tire Grant that reduced the total contract amount of CM Concrete by contracting the safety surfacing installation to Ecoturf Playground Surfacing. In accordance with the City's Purchasing Policy, the City Administrator has approved a deduction of \$44,490 from CM Concrete's construction contract.

On October 10, 2024, City Council approved a contract extension of 30 days for a substantial completion of October 31, 2024 and final completion of November 29, 2024. Prior to the final completion date, City Staff was informed that the park signage was still in fabrication and would not be completed by November 29, 2024. City Staff was not confident that the signage would be completed per project expectations. CM Concrete and City Staff negotiated a contract change order to remove the signage component from the contract by deducting \$32,000 from the contract. The total contract amount and change order summary are included in the table below. This deduction was accepted by CM Concrete before the final completion date to avoid liquidated damages. City Staff has identified another contractor to complete the park signage per project expectations that will be presented in a following council item.

The table below summarizes all change orders for the contract with CM Concrete for construction of Glendell Acres Park. Change Order 1 through 4 have been presented to City Council at previous update meetings; however, they did not require council approval according to the purchasing policy. Change Order #4 and #5 are deductions for services that have been or will be performed by other contractors (playground surfacing and signage).

Original Contract Amount		\$ 651,200.00		
Change Order	Note	Add/Deduct	Authorization	Status
CM #1	Replace unsuitable materials for skatepark, labor, equipment, materials	\$ 14,576.57	CA	Approved

CM #2	Rain Garden - Deepen drainage layers to improve infiltration of soil	\$ 6,088.30	CA	Approved
CM #3 Deduct	Plantings reduce sizes of plants to align with planting season and recommendation for landscape subcontractor	\$ (14,500.00)	CA	Approved
CM #4 Deduct	Rubberized Surfacing removed from contract minus time for coordination and base prep	\$ (44,490.00)	CA	Approved
CM #5 Deduct	Park Signage	\$ (32,000.00)	CA	Approved
<b>Net Change Orders</b>		<b>\$ (70,325.13)</b>		
<b>Final Contract Amount</b>		<b>\$ 580,874.87</b>		

Substantial completion was achieved by October 31, 2024 and final punch list items with exception of signage was completed by November 29, 2024. A letter of acceptance from the inspector is attached.


Staff recommends City Council approve final acceptance for the Glendell Acres Park Renovation project, authorizing final payment to CM Concrete, Inc.

The construction scope was completed within the contracted budget amount. Final payments for engineering and construction inspection have yet to be requested but are expected to be under budget. After these final payments are made, a final project accounting will be brought to City Council to consider recommendation for use of any unused funding.

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

**Funding Source:** Park Impact Fee, General Fund, KDHE Waste Tire Grant

**Budget Allocated:** \$1,140,867

x 

**Finance Director Approval:** Karen Kindle, Finance Director

**Recommendation: Approve Final Acceptance of Construction of the Glendell Acres Park Improvements Project with CM Concrete, Inc.**

**Enclosed:**

Recommendation for Approval by Inspector  
Final Change Order to Remove Signage from Contract

**Prepared by:**

Holly Robertson, P.E., CIP Project Manager

## Dan Merkh

---

**From:** Jon Carlson <jon.carlson@bgcons.com>  
**Sent:** Saturday, December 7, 2024 8:47 AM  
**To:** Holly Robertson; Dan Merkh  
**Cc:** Levi Meyer; David Hamby; Julian Sabin  
**Subject:** Glendell Acres Park Final Acceptance

### LENDELL ACRES PARK FINAL ACCEPTANCE

To the best of my knowledge, CM Concrete has completed the Glendell Acres Park project in general conformance to the plans and specifications approved by the City of Edgerton. The date of final completion is noted as November 29, 2024. This project can be accepted by the City of Edgerton at their discretion.

Respectfully submitted,

**Jon Carlson**

Senior Construction Observer



1405 Wakarusa Drive | Lawrence, KS 66049  
O: 785.749.4474 Cell: 785.331.8289 (Personal)  
Web: [www.bgcons.com](http://www.bgcons.com) | [Map](#) | [Email](#)

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404 East Nelson  
Edgerton, KS 66021  
P: 913.893.6231  
EDGERTONKS.ORG

November 26, 2024

Francisco Chavez  
CM Concrete, Inc.

To Whom it May Concern:

On November 25, 2024, the City was informed that the signage for Glendell Acres Park would not be completed prior to the revised final completion date of November 29, 2024. It is estimated that it would take a minimum of 3 additional weeks to complete the signage which would exceed \$21,000 in liquidated damages. CM Concrete requested the City consider options for removing signage from construction contract. The City of Edgerton has reviewed the items remaining for signage and materials provided by CM Concrete. Considering the project schedule extension previously granted and the cost to fabricate and install the remaining signage outside of this contract, the City is recommending a contract deduction of \$32,000. This would revise the total contract with CM Concrete from \$612,874.87 to \$580,874.87. This contract change order would remove the monument sign and park rules sign from the construction contract with CM Concrete, Inc. All other punch list items are expected to be completed by November 29, 2024, to avoid liquidated damages. Any punch list items discussed in today's meeting with Francisco will be addressed after a site visit and further discussion. Additionally, all contract warranties are expected to remain in place for the full warranty period. Please sign below as acceptance of this change order.

Sincerely,

Dan Merkh  
Public Work Director

Francisco Chavez  
CM Concrete, Inc.



**EDGERTON**  
global routes. local roots.

404 East Nelson  
Edgerton, KS 66021  
P: 913.893.6231  
EDGERTONKS.ORG

## City Council Action Item

**Council Meeting Date:** December 12, 2024

**Department:** Public Works

**Agenda Item: Consider a Contract with Combes Construction for Park Signage at Glendell Acres Park and Manor Park for \$27,181.**

### **Background/Description of Item:**

Earlier this evening City Staff presented City Council with a final change order for the contract with CM Concrete that would remove the park signage scope of work for a deduction of \$32,000. In preparing that final change order, City Staff requested a cost estimate from Combes Construction to complete the monument sign and park rules sign in accordance with the design plans for Glendell Acres Park.

The cost estimate Combes provided is for \$27,181 for both Manor Park and Glendell Acres entry signs and park rules signs and is within the budget remaining for Glendell Acres Park Renovation project.

Combes Construction is the general contractor for The Greenspace and has experience in park construction and school construction where these type of signs are typical. Combes has provided quality work for The Greenspace and City Staff recommends approving the contract for park signage using the City's standard Professional Services Agreement, previously approved by City Attorney.

### **Related Ordinance(s) or Statue(s):**

**Funding Source:** Park Impact Fee, General Fund, KDHE Waste Tire Grant

**Budget Allocated:** \$1,140,867

**Finance Director Approval:**

x Karen E. Kindle

Karen Kindle, Finance Director



**Recommendation: Approve a Contract with Combes Construction for Park Signage at Glendell Acres Park and Manor Park for \$27,181.**

**Enclosed:**

Cost Estimate for Park Signage  
Professional Services Agreement

**Prepared by:**

Holly Robertson, P.E., CIP Project Manager

---

## COMBES Construction, LLC

6946 W. 207th Street  
Bucyrus, KS 66013

Phone: 913-782-9400  
Fax: 913-782-9401

**Number**  
**PR#**

**PROJECT:** Park Signs  
**DATE:** 12/4/2024  
**JOB:** 2418

**Incite Design Studio**

**TO:** City Of Edgerton  
404 E Nelson St  
Edgerton, KS 66021

**Attn:** Holly Robertson

**From:** Austin Hickman

### DESCRIPTION OF PROPOSAL

Edgerton Additional Signs

Unit Cost	
Unit Tax	
Lump Sum	
Lump Tax	
<b>Total</b>	<b>27,181</b>

---

### APPROVAL

By: \_\_\_\_\_

Date: \_\_\_\_\_

## COMBES JOB # 2418

## DESCRIPTION:

Edgerton Additional Signs

	QTY	UNIT	U.P.	TOTAL
<b>COMBES LABOR</b>				
Site Strip/Final Grade	1	LS	550.00	550.00
Footings/SOG	1	LS	1,345.00	1,345.00
Place Stone	2	LS	560.00	1,120.00
Structural Steel Erection	2	LS	1,040.00	2,080.00
Paint	1	LS	960.00	960.00
SUBTOTAL LABOR				6,055.00
<b>COMBES MATERIAL / EQUIPMENT</b>				
				0.00
				0.00
Footing Foundations/SOG	1	LS	1,200.00	1,200.00
Rebar	0.2	Tn	1,900.00	380.00
Aluminum Signs	2	LS	7,127.00	14,254.00
Paint	1	LS	500.00	500.00
SUBTOTAL MATERIAL / EQUIPMENT				16,334.00
<b>SUBCONTRACT</b>				
				0.00
				0.00
				0.00
SUBTOTAL SUBCONTRACT				0.00
SUBTOTAL: Labor, Material, Subcontractor (raw cost)				22,389.00
Less: Allowance Budgeted (raw cost)				0.00
SUBTOTAL THIS PROPOSAL				22,389.00
Sales Tax on Combes Material	NA	%		0.00
Burden on Combes Labor	38	%		2,300.90
SUBTOTAL WITH TAX/Combes LABOR BURDEN				24,689.90
Fee on Combes Work	10	%		2,468.99
Fee on Sub Work	5	%		0.00
SUBTOTAL WITH Combes Fee				27,158.89
Builders Risk Insurance				
Performance & Payment Bonds	0.08	%		21.73
<b>TOTAL THIS PROPOSAL</b>			\$	<b>27,181</b>

**PROFESSIONAL  
SERVICES  
AGREEMENT  
CONSULTANT-CLIENT**

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

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

## SECTION 1 – DEFINITIONS

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

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

## SECTION 2 – RESPONSIBILITIES OF CONSULTANT

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

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_

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

## **SECTION 3 – CLIENT RESPONSIBILITIES**

### **3.1 GENERAL DUTIES AND RESPONSIBILITIES**

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

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

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_

## SECTION 4 – PAYMENT

### 4.1 COMPENSATION

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

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

## SECTION 5 – MUTUAL PROVISIONS

### 5.1 TERMINATION

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

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

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

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

### 5.2 DISPUTE RESOLUTION

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



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

### 5.3 OWNERSHIP OF INSTRUMENTS OF SERVICE

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

### 5.4 INDEMNIFY AND HOLD HARMLESS

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

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

### 5.5 ENTIRE AGREEMENT

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

### 5.6 APPLICABLE LAW

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

### 5.7 ASSIGNMENT OF AGREEMENT

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

### 5.8 NO THIRD PARTY BENEFICIARIES

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

### 5.9 COMPLIANCE WITH LAWS

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

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

5.10 TITLES, SUBHEADS AND CAPITALIZATION

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

5.11 SEVERABILITY CLAUSE

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

5.12 FIELD REPRESENTATION

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

5.13 HAZARDOUS MATERIALS

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

5.14 AFFIRMATIVE ACTION

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

5.15 SPECIAL PROVISIONS

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

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

**CONSULTANT:**

**CLIENT:**

\_\_\_\_\_  
**(Firm Name)**

**City of Edgerton,  
Kansas**

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

END OF CONSULTANT-CLIENT AGREEMENT

**EXHIBIT 1**  
**SCOPE OF SERVICES**

## **EXHIBIT 2**

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

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

**(1) COMMERCIAL GENERAL LIABILITY**

\$1,000,000 Per Occurrence

\$2,000,000 Aggregate

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

**(2) WORKERS COMPENSATION - STATUTORY & EMPLOYERS LIABILITY**

\$100,000 Each Accident

\$500,000 Policy Limit - Disease

\$100,000 Each Employee – Disease

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

**(3) PROFESSIONAL LIABILITY / ERRORS & OMISSIONS**

\$1,000,000 Per Claim

\$2,000,000 Aggregate

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

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

**(4) WAIVER OF SUBROGATION**

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

**(5) CERTIFICATE OF INSURANCE**

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

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

**EXHIBIT 3**  
**COST AND SCHEDULE**

**EXHIBIT 4**  
**SPECIAL PROVISIONS**



## City Council Action Item

**Council Meeting Date:** December 12, 2024

**Department:** Public Works

### **Agenda Item: Consider Purchase of a Digital Sign for The Greenspace for \$15,549.00 from Lumineo Signs.**

#### **Background/Description of Item:**

On July 13, 2023, City Council awarded the contract with Combes Construction, LLC for construction of The Greenspace Project. Construction began in August of 2023. The construction contract includes construction of the monument sign structure, electrical, and network conduit. The digital signage to be installed within the monument sign is an owner procured item. City staff and the project architect have been working with a signage contractor to provide a quote for the digital sign and installation.

City Staff has since received competitive prices for three signage vendors as shown in the table below. City Staff provided each vendor with the design details of the monument sign and expectations for viewing and content, the vendors then prepared the attached quotes based on their recommendations for the specific type of signage. All screens are rated to be weather resistant, recommended for viewing from Nelson Street and in different light conditions. All screens include design and display management software and training so that graphics can be controlled by City Staff. The cost estimates for each screen are attached.

Vendor	Screen Type	Expected Life Span	Warranty	Estimate
Lumineo	LED (10mm)	10-12 years	5 year (parts)	\$14,162.00
FastSign	LCD	5-7 years	None	\$14,359.27
Lumineo	LED (8mm)	10-12 years	5 year (parts)	\$15,549.00
Signs Etc	LCD	5-7 years	3 year (parts)	\$20,220.79

City Staff has reviewed all submissions and note the following information. LCD screens have higher quality graphics than LED screens. LED screens are primarily for messaging, announcements, and minor graphics. The LED screens have a longer expected life span compared to LCD screens. Based on Staff expectations for the use of the screen and longevity, City Staff recommends the LED screens by Lumineo. Within the Lumineo cost estimates screens are shown with both the 8mm LED and 10mm LED. Although the difference is minimal, City Staff recommends the 8mm LED screen for slightly improved graphics and resolution.

City Staff recommends approving the purchase of digital signage including mounting frame, installation, cellular data, and software for \$15,549.00. This amount is within the budget initially estimated for IT/Security to prepare the project budget. There will be other costs yet to be determined within this budget item (audio visual equipment, tvs, computers, etc.). Staff will continue to monitor the project budget and periodically update the Governing Body as categories of cost are set.

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

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**Funding Source:** GO Bonds

**Budget Allocated:** \$8,704,950

**Finance Director Approval:** ☒   
Karen Kindle, Finance Director

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<p><b>Recommendation: Approve Purchase of a Digital Sign for The Greenspace for \$15,549.00 from Lumineo Signs.</b></p>
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**Enclosed:**

- Quote from Fast Signs
- Quote from Lumineo 10mm
- Quote from Lumineo 8mm
- Quote from Signs Etc
- Monument Sign Exhibit

**Prepared by:** Holly Robertson, PE, CIP Project Manager

Created Date: 11/19/2024

**DESCRIPTION:** Outdoor Digital Kiosk

**Bill To:** City of Edgerton - Parks and Rec  
404 East Nelson  
Edgerton, KS 66201  
US

**Pickup At:** FASTSIGNS #90501  
1830 W 6th St  
ste 2  
Lawrence, KS 66044  
US

**Requested By:** Levi Meyer  
Email: lmeyer@edgertonks.org  
Work Phone: (913) 893-6231  
Tax ID: 1234

**Salesperson:** Matt Herynk  
Email: matt.herynk@fastsigns.com

NO.	Product Summary	QTY	UNIT PRICE	AMOUNT
1	Outdoor Digital Kiosk <u>Digital Signage</u> <ul style="list-style-type: none"><li>Outdoor Rated High Bright Outdoor Display (Peerless XHB554) - 55" display, 24/7 run time, 2500 nits with automatic brightness adjustments.</li><li>LAN based media player (no additional or annual subscription fees)</li><li>30 Minutes of onsite software training with additional self training available (extremely user friendly software)</li><li>Enclosure for the display to hide the mounting, wires, and protect from vandalism.</li><li>Installation included - Digital Signage, Media Player, Software, and enclosure.</li><li>Electrical and ethernet by others</li><li>Steel and stone by others</li></ul> 312 E. Nelson St., Edgerton, KS 66021 - approximate location	1	\$14,359.27	\$14,359.27

**GENERAL**

- Orders include two free proofs, additional proofs are \$15 each.
- Installation is not included unless noted otherwise.
- A 50% deposit is required before production or design work begins. Orders under \$100 must be paid in full.
- If additional paperwork is required and not mentioned prior to estimating, such as, but not limited to, COIs, waivers, contracts, etc, \$25 per form will be added to the final invoice. W9's and ACH payment forms excluded. Notary service is \$25.
- All orders over \$750 will require a signed proof, proof can be physically, or electronically signed and returned, or approval given through the portal.

**VEHICLE GRAPHICS**

- All vehicles must be delivered clean and free of dirt and grime or a \$100 cleaning fee will be assessed.
- Do not use waxes or any anti-stick coatings when cleaning the vehicle.

<b>Subtotal:</b>	\$14,359.27
<b>Taxes:</b>	\$0.00
<b>Grand Total:</b>	\$14,359.27

- Inform us if any anti-stick coatings, ceramic coatings, or waxes have been applied to the vehicle. Graphic will not stick well to these coatings and you will be charged for any graphics produced.
- If graphics are going on the rear window, please have your bed emptied or everything moved to the rear of the bed. We need access to the back window.
- Opening and closing of windows with graphics should be kept to a minimum.
- Do not use windshield wipers over graphics, including window perf.
- Hand wash only with plain soap and water only.
- Paint damage must be repaired prior to graphic installation.

#### WALL GRAPHICS

- Walls need to be clean and free of dirt or grime.
- If the wall is textured, FastSigns needs to know prior to estimating and production. If wall is textured and we have not informed, you will incur additional costs and the installation will be delayed.
- Please inform us if you know (or think) low or no VOC paints have been used.
- A minimum of 4 weeks after painting is required for graphic installs on painted walls. 6 weeks is preferable and will be evaluated on a case-by-case basis.
- We cannot install graphics on raw wood, unpainted drywall, or other such surfaces.
- Installers will need easy access to the install location. If our installers need to move furniture, fixtures, etc, additional charges may be incurred.
- If cleaning of the graphics is needed, hand wash only with plain soap and water. Do not use cleaning solutions on graphics.
- Lead time is 4-6 weeks for permitting and production. Time starts when artwork is approved and the deposit is received.

#### GROUND MOUNTED SIGNS (MONUMENTS SIGNS, POST AND PANEL/ STREET SIGNS/ETC)

- Installation may take multiple days and is weather dependent.
- Fastsigns will call DigSafe to have public utilities marked prior to digging any holes.
- Client is responsible for locating and marking any and all privately owned electrical, plumbing, sprinkler systems, etc. Fastsigns is not responsible for damage to unmarked items.
- Lead time is 6-8 weeks for permitting and production. Time starts when artwork is approved and the deposit is received.

#### CHANNEL LETTERS AND BUILDING MOUNTED SIGNS

- The client is responsible for obtaining landlord approval if needed, FastSigns will not be held responsible if landlord approval is not obtained.
- Please supply a copy of the "Signage" clause in your lease.
- Both interior and exterior access will be required. If access is not available at the scheduled time and the area free of furniture, cars, construction materials, etc, the installation may have to be rescheduled and additional charges will be incurred.
- Lead time is 6-8 weeks for permitting and production. Time starts when artwork is approved and the deposit is received.

#### VEHICLE MAGNETS

- Magnets are temporary signage and not meant to stay on the vehicle 24/7/365.
- Magnets should be removed weekly (at a minimum) and stored flat.
- Vehicles and the magnet back should be cleaned prior to applying the magnet to the vehicle, everytime.

- Please check your vehicle to make sure it is magnetic receptive prior to ordering magnets. Not all vehicles/parts are made of steel.

ACRYLIC

- Clean with soap and water only, do not use alcohols, bleach, ammonia, or other "cleaning" chemicals.

COLOR MATCHING

- When color matching is necessary, we will make every effort to match as closely as possible. However, an exact match is not guaranteed and almost impossible as factors such as temperature, humidity, materials, lot numbers, age of existing graphics, etc can affect colors.

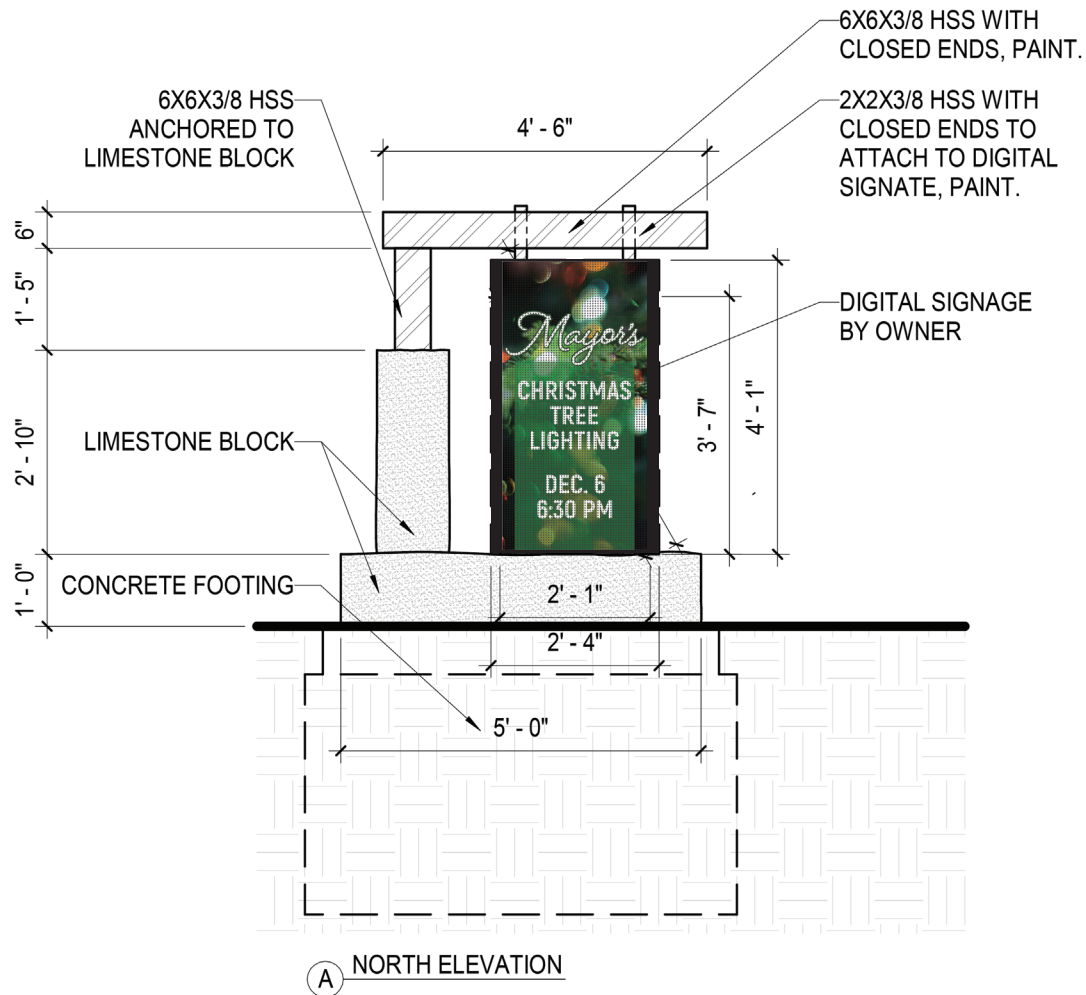
REMOVALS

- All graphic removals will be charged on a time and materials basis. A range of time will be estimated. After getting started, if we will exceed that range, we will call for approval.  
- "Ghosting" may occur following graphic removal. This cannot be removed. However, it may fade over time, full coverage may be an option. Please discuss these with your sales representative prior to ordering.

Estimates are valid for 30 days from date listed above. Labor and material costs are subject to market increase after 30 days.

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

Thank you for choosing FASTSIGNS.



**CUSTOMER:** CITY OF EDGERTON KS  
**NAME:**  
**LOCATION:** 404 E. NELSON ST.  
 EDGERTON, KS 66021

**DATE:** 11/22/24  
**DESIGN NO:** QT-J28284  
**ARTIST:** AW  
**SCALE:** 3/8" = 1'

**APPROVED:**

**DATE:**

#### SPECIFICATIONS

- 10MM, 120X60 MATRIX, FULL COLOR LED MESSAGE CENTER.
- CUSTOM FRAME CABINET.
- INSTALLED ON PROVIDED MONUMENT STRUCTURE.

ALL NOTED DIMENSIONS ARE APPROXIMATE AND MAY BE MODIFIED SLIGHTLY DURING MANUFACTURING TO ALLOW PROPER COMPONENT USAGE.

© 2024 LUMINOUS NEON, LLC. This design is the property of LUMINOUS NEON, LLC. Rights are transferred to the customer upon completion of order. This design is not to be used in whole or in part without the written permission of the company. The PANTONE (PMS) and/or vinyl colors shown on printed document are a four-color process simulation and may not match PANTONE and vinyl identified spot color standards. Use a PANTONE Color Reference Manual or vinyl swatch book for accurate display of colors.

# PRODUCT FEATURES

## CONFIDENCE IN QUALITY



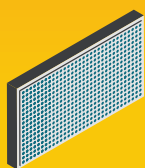
### PERFORMANCE

Watchfire understands that your business's reputation depends on the performance of the products you sell. Details like full encapsulation, whole-sign color and brightness calibration, and streamlined connection points minimize the opportunity for failure and guarantee years of worry-free performance.



### RELIABILITY

We build our manufacturing processes on high quality methods and world-class components, and we don't take shortcuts. From water resistance to strong, lightweight cabinets, our displays are tested to handle the elements of nature and are built for solid performance in the field.



### WHOLE-SIGN COLOR AND BRIGHTNESS CALIBRATION

Watchfire's distinctive calibration process begins with a method of selecting half and quarter binned LEDs, which is up to four times more refined than our competitors. After calibration, a Watchfire display is 70% more uniform in color and 85% more uniform in brightness than displays that rely only on LED binning.



### MULTI-CHANNEL DATA

With Watchfire XVS and S-Series displays, customers have peace of mind knowing that if an issue with a sign occurs, it will be isolated, so messages are still readable. Without this patented feature, one connection error could take out all the modules in a row, leaving the message unreadable.



### VIDEO CAPABILITY

For interactive content across multiple media platforms, full-motion video is the future of digital content. Watchfire XVS signs offer full-motion video—up to 60 frames per second—for the most realistic images in the industry. High-bandwidth Digital Content Protection (HDCP) is available with all indoor displays and is optional with outdoor displays. This feature allows customers to display HD and 4K content while respecting digital copyright protections.



### TRUE PIXEL IMAGE QUALITY

Watchfire's true pixel configuration offers superior brightness, longevity, and color depth. Others use a low cost, virtual pixel to mask the use of inferior components, which can increase operating costs and cause uneven fading over time.



### WARRANTY

Our 5-year parts warranty covers all Watchfire displays against defects in material and workmanship. Watchfire digital displays and their electronic components are included, as well as Watchfire factory labor. Our products feature a 10-year parts availability guarantee, and repair parts carry a 12-month warranty. Extended warranties are also available.





Top Left: Spectrum On Broadway | Roku North Face | New York, NY | 8mm | 5652 x 288 | 157' x 8'  
 Top Middle: Sign Enterprise | Encounter Church | Fredericksburg, VA | 8mm | 216 x 180 | 6' x 5'  
 Top Right: Phillips Sign & Lighting Inc | Doherty Hotel | Clare, MI | 10mm | 150 x 300 | 5' x 10'  
 Middle: Ace Sign Co | Sangamon County on the Illinois State Fairgrounds | Springfield, IL | 10mm | 150 x 300 | 5' x 10'  
 Middle Right: Summit West Signs | Hamilton High School | Chandler, AZ | 16mm | 90 x 180 | 5' x 10'  
 Bottom: Cima Network Inc | Five Below | Manhattan, NY | 6mm | 576 x 6720 | 12' x 140'



# IGNITE SOFTWARE

## PREMIUM CONTENT MANAGEMENT

Making the most of your LED signs requires the industry's best content management software. Watchfire's suite of Ignite software provides a wide range of ways to control digital displays. Whether your customers need a powerful advertising tool, or a way to produce live events, Ignite has a solution for the customers you serve. We've made content management easy and responsive, so your customers can focus on promoting their businesses and organizations. Ignite software is included with every Watchfire sign sold.



	Ignite OPx	Ignite Sports
<b>Software Type</b>	<ul style="list-style-type: none"><li>• Windows or Mac</li><li>• Cloud-based</li><li>• Optimized for Google Chrome</li><li>• Automatic Updates</li></ul>	<ul style="list-style-type: none"><li>• Windows</li><li>• Installation Required</li></ul>
<b>Content Creation</b>	<ul style="list-style-type: none"><li>• Advanced Editor</li><li>• Free EasyArt Library</li><li>• Upload gif, jpg, png, mp4, mp3 files</li></ul>	<ul style="list-style-type: none"><li>• Advanced Editor</li><li>• Free EasyArt Library</li><li>• Import jpg, png, webp, avi, mov, mp4, m4v, wmv, wav, mp3, aif, and more</li><li>• Content Media Server</li><li>• Supports Football, Basketball, Baseball, Softball, Soccer, Volleyball, Wrestling, Hockey, Lacrosse, and Multisport scoring</li></ul>
<b>Integrations</b>	<ul style="list-style-type: none"><li>• RSS / XML Data Access for Dynamic Content</li><li>• Integrate Multiple Data Feeds</li><li>• Custom Widgets for Business-Specific Data</li><li>• Single Sign-On</li></ul>	<ul style="list-style-type: none"><li>• Scoring/Timing Systems</li><li>• Native Live Video</li><li>• Video Switching Systems</li><li>• Third-Party Control Systems</li><li>• 4K Video Support</li></ul>
<b>Sign Management</b>	<ul style="list-style-type: none"><li>• Upload, Schedule &amp; Preview Content</li><li>• On-Demand Diagnostics</li><li>• Dayparting</li><li>• Manage Multiple Screens at Once</li><li>• 3 Advanced Scheduling Options</li><li>• Schedule Start and End Times</li></ul>	<ul style="list-style-type: none"><li>• Import, Preview &amp; Publish Content Live</li><li>• On-Demand Diagnostics</li><li>• Wireless Scoring from a Tablet</li><li>• Manage Multiple Displays and Zones</li></ul>
<b>User Rights Management</b>	<ul style="list-style-type: none"><li>• Customizable Access Levels for Multiple Users</li></ul>	<ul style="list-style-type: none"><li>• Single Access</li></ul>



### **FRESH GRAPHICS**

Watchfire is the only manufacturer that gives customers a free library of over 1,000 EasyArt animations and stills. Helpful step-by-step guides show customers how to customize designs for every purpose, so every message looks polished and professional.



### **DYNAMIC CONTENT**

The timeliness of displayed messages is critical. With dynamic content, schedules on Ignite OPx can be customized according to real-time variables. Weather-related functions permit messages to be scheduled and updated based on changes in temperature, and integrating RSS and XML data allows for real-time updates.



### **CUSTOMIZABLE SCHEDULING**

Dayparting allows sign owners to promote sale items at different times of the day to maximize impact on consumers: advertising coffee in the morning, lunch specials at noon, or happy hour after work. Using Ignite OPx, schedule content to automatically play months in advance or expire on a pre-set date.



### **SOFTWARE SECURITY**

In addition to stringent encryption and data integrity controls, Ignite OPx offers your customers multiple layers of security, including managing roles and permissions within the application. This allows customers to restrict certain operations based on the user's role, like publishing to the network or deleting content.



### **ZONING-FRIENDLY SETTINGS**

Watchfire's Ignite OPx application features content controls that zoning restrictions may require. Daytime brightness and content hold times can be set by default at the factory to ensure installed signs will always comply with rules restricting brightness, hold times, or the use of animation.



### **TRAINING**

With every software training purchase, we are available to answer your customers' questions. If they need a software refresher or an introduction to new features at any time, we're here to help. Training can be requested at [watchfiresigns.com/IST](http://watchfiresigns.com/IST).



Watchfire has over 90 years of experience in the outdoor signage business. We are a passionate team relentlessly pursuing quality in everything we do. As a manufacturer, our designs start with a blank piece of paper, with signs made to order. Our displays are the result of state-of-the-art research, elite product engineering and expert service. We select the highest quality components from a global marketplace, strategically manage our supply chain, and choose manufacturing processes that allow us to maintain the excellence our customers expect.

## THE BEST-LOOKING, MOST RELIABLE LED SIGNS

**High efficiency components** reduce operating costs and increase energy efficiency.

**Experience true-to-life colors**, faster refresh rates, and more uniform LED appearance that comes from advanced color calibration.

**Cabinets of all-aluminum construction**, precision-mitered corners, solid welds and a heavy-walled, extruded aluminum frame guarantee durability.

**Designing for effective cooling** extends the life of electronic components and increases energy efficiency.

**Energy efficient designs** use an average of 33% of their maximum amperage. All displays are UL Energy Efficiency Certified.

**Our displays are FCC** verified to comply with US laws regarding emissions interference.

## EXTERIOR SIGNS WEATHER THE HARSHTEST CLIMATES

**Full encapsulation** provides high durability and weather resistance.

**Every sign is engineered** to pass a battery of stringent tests for structural stability, wind load, heat management, corrosion resistance and water resistance.

**All electrical components** are designed and tested to withstand temperature cycles in our environmental chambers from -40°F to +140°F. Modules are engineered to withstand at minimum 1,000 hours at 85°C and 85% relative humidity.

**All modules pass** the ASTM B117 salt fog test to measure for corrosion resistance.

**Controlled thermal and mechanical stress** is applied during High Accelerated Life Testing (HALT) to identify design weaknesses and avenues for product improvement.

## BACKED BY EXPERT SERVICE

**Our industry-best, 5-year, transparent warranty** protects your purchase against defects.

**Our ten-year replacement parts guarantee**, is backed by nine decades in the sign industry.

**Fast service** is available on repair and replacement parts.

**Customer service** is located on-site at our factory in Danville, Illinois.

## MANAGEMENT FOR LARGE AND UNIQUE PROJECTS

**140,000 square feet** of manufacturing space can accommodate the largest LED video display projects seamlessly from design through production.

**Our project management team** coordinates every distinctive LED project, from custom design to smooth installation.

**Trained technicians** are available for every specialized display installation.

# THE WATCHFIRE DIFFERENCE



## EASYART

### THE INDUSTRY'S ONLY FREE LIBRARY OF READY-MADE GRAPHICS

With over 1,000 free professional animations and still images, customers can choose from a variety of pre-made messages for every occasion.



## SOFTWARE SECURITY

### GET PEACE OF MIND WITH MULTIPLE LAYERS OF SECURITY

Ignite OPx features multiple layers of security. In addition to password protection and available Single Sign On, Ignite's proprietary session system prevents outside software from gaining access to the sign's controller.



## DIAGNOSTICS

### MONITOR SIGN OPERATION

Diagnostic reports can be accessed on demand or received automatically, to help service teams improve response times in the event of any issues. Diagnostics are available on all signs using Watchfire's Wireless Plan.



## ADVANCED SCHEDULING

### DAYPART FEATURES MAXIMIZE IMPACT

Each location can advertise in sync with consumer demands. Use these advanced scheduling features to advertise coffee in the morning, lunch specials at noon, or happy hour after work.



## DYNAMIC CONTENT

### CUSTOMIZE CONTENT SCHEDULES USING REAL-TIME VARIABLES

Our content management system can use data feeds to share headlines, tickers, wait times, scores and other information in real time. Our team can also work with yours to develop custom widgets.



## ZONING-FRIENDLY

### WORRY-FREE COMPLIANCE WITH LOCAL CODES

Settings for brightness, hold times, and transitions can be pre-set at the factory with restricted access to prevent changes in the field.

## IGNITE OPX

Watchfire's premium cloud-based content management software is a great fit for many sign owners, no matter the skill level of the user. Ignite OPx is optimized for Google Chrome and runs on any platform, including Mac. Invite multiple team members and assign specific permissions to control who updates, creates, and schedules content.

Ignite OPx includes helpful tools, like the powerful built-in editor, flexible scheduling options and access to our EasyArt library. Easily manage multiple indoor and outdoor signs and use keyword tags to organize content on your domain. Larger signs can even be segmented to display a variety of content at the same time, maximizing the impact of messages.

## TECHNICAL SUPPORT

Watchfire is available to answer your questions by phone six days a week. Our in-house Help Desk gives you quick, accurate answers, from basic questions to advanced troubleshooting support. They're open Monday - Friday from 7 a.m. to 6 p.m., and Saturdays from 7 a.m. to 4 p.m. CT.



**Emporia  
Public Library  
Emporia, KS  
4.3 MILLION  
EXPOSURES PER YEAR  
8mm  
3'5" x 7'3"**

**The Emporia Public Library**, in Emporia, Kan., is the oldest continuously-operating library in the State of Kansas. The library has grown since its founding in 1869, and today occupies a spacious building in downtown Emporia, across the street from city offices and a municipal auditorium.

To take advantage of its prime location, library officials wanted to install a new monument sign with an electronic message center that would communicate all the enriching programs available through the library. Previously, the only signage at the library was an entry sign at the door.

By state statute, libraries are not allowed to own their buildings, so Emporia Public Library first had to petition the city, which owns their building, for authorization to install a new sign. Once that was achieved, library officials reached out to Luminous Neon, Inc.'s Topeka, Kan. branch.

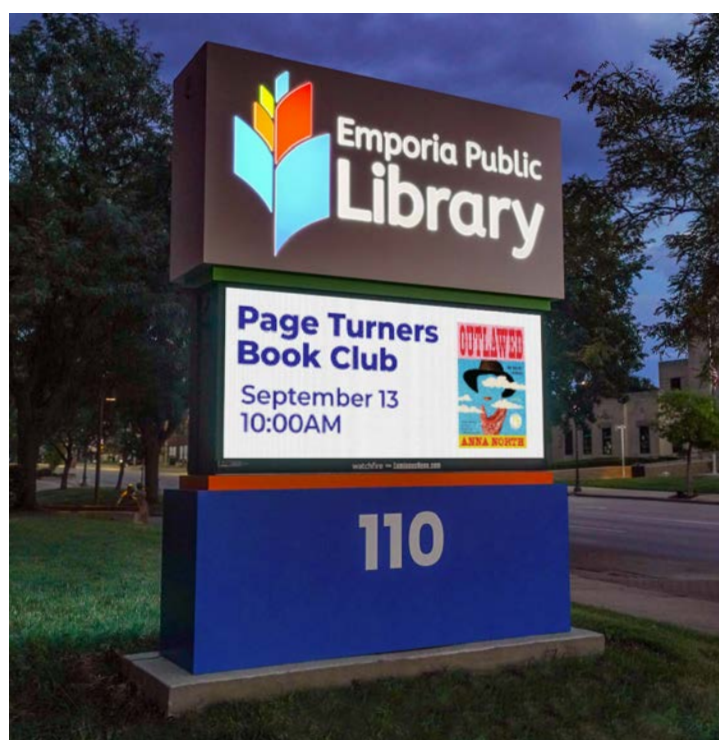
Luminous designed a monument sign that includes an upper logo cabinet with push-through acrylic letters and a multi-color logo. Beneath that is an 8mm full-color digital message center that sits on a base.

Luminous specified Watchfire for the message center. "Watchfire always stands behind their products and does what they say they will do," said Virginia Baumgartner, senior account manager at Luminous.

Executive director Pauline Stacchini states the library uses the message center to promote its programs, such as story time and the popular Friends of the Library Book Sale. It also serves as a reminder of upcoming events, as well as last-minute closures for inclement weather. The staff keeps messages fresh using photos, changing them weekly, and using animated transitions between messages.

The sign supports Emporia Public Library's other communications channels, including a bimonthly newsletter, library website, and social media channels. The library has a staffer trained on the Watchfire Ignite content management software and hopes to train several more.

According to Luminous, they've heard from officials from other libraries who have seen the Emporia sign and are impressed. "All libraries are looking for ways to communicate with the public, and a digital message center can be very effective," said Baumgartner.



**"Our new sign gives us another way to communicate with residents. Our staff and the public alike really like the sign."**

**PAULINE STACCHINI | EXECUTIVE  
DIRECTOR  
EMPORIA PUBLIC LIBRARY**

Many municipalities across the country use LED signs to educate and inform their local communities. Fire departments, government buildings and community centers love digital messaging for its flexibility and effective communication tools.

LED signs are more than an identity marker, they are powerful advertising tools that inform the public with messages programmed months in advance or updated in minutes. With cloud-based content management software, you can update your sign, or a network of signs, from anywhere with an internet connection. This gives many governments and organizations greater responsiveness for emergency notices and ongoing community updates.

Use your Watchfire sign to update your customers on:

- Amber Alerts or Silver Alerts
- Shelter-in-place or evacuation warnings
- Shelter locations and emergency instructions
- Road closures and real-time weather warnings
- Crime-stopper notices or local crime prevention strategies
- Daily fire danger updates, blood drives or neighborhood watch programs

### WHY WATCHFIRE

Watchfire has been designing and manufacturing outdoor electronic signs since 1932 and is one of the world's leading digital signage manufacturers.

**Reliability.** Watchfire signs have the highest uptime of any manufacturer in the industry. Streamlined design and patented front ventilation make installation easy and reduce the possibility of failure. Fewer connection points systematically increase reliability for the life of your LED sign.

**Quality Content.** Our Ignite® content management software is an easy to use, intuitive program for creating and scheduling messages. Software training is free with every purchase to help everyone on your team learn how to create eye-catching advertising messages. Dynamic features let you schedule messages based on temperature or weather changes, and because our software is in the cloud, you can control one sign, or many, from any internet connected device.

**Unmatched Durability.** Watchfire encapsulates every outdoor LED module for superior weather resistance. Our products are rigorously tested for durability and are proven to withstand internal cabinet temperatures from -40 °F to 140 °F. Wherever your municipality is located, you can count on your Watchfire sign to perform dependably.

**Stellar Service.** Watchfire supports our customers from purchase to installation, and from operation to maintenance. We provide unmatched customer support to both the sign dealer and you. With more than 85 years in business, we have the experience and resources to deliver superior quality and customer service.

We have more than 60,000 Watchfire LED signs in daily operation worldwide. Join a growing list of municipalities who know that a Watchfire sign can help engage and inform their communities.

Watchfire's team is here from sign design to presentations with local planning and zoning boards, and from installation to operation.

**Contact your local sign dealer or visit [watchfiresigns.com](http://watchfiresigns.com) to learn more.**



**Watchfire 10mm** 360 x 480 Matrix 12'5" x 16'3"



**Watchfire Indoor 3mm** 384 x 960 Matrix 3'9" x 9'5"



**Watchfire 16mm** 72 x 126 Matrix 4'5" x 7'3"

Watchfire cabinets are designed to minimize heat and provide durable protection from the elements. The rear side of our cabinet features mill-finish aluminum. Improperly ventilated signs risk overheating, which will affect the life and operation of the sign.

FRONT-VENT CABINETS AND PRICE WATCHER MODELS

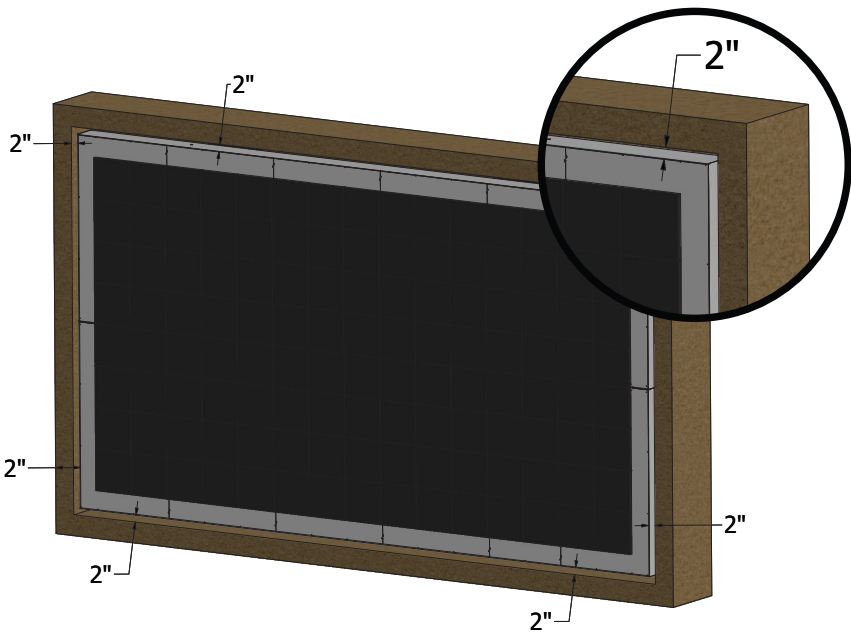
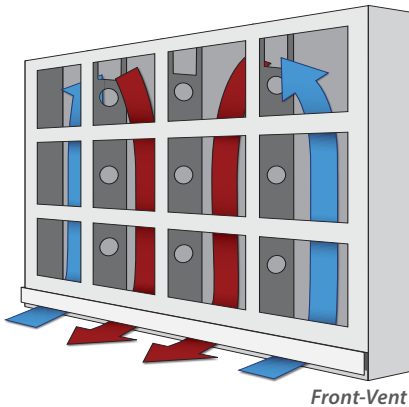
Front-vent cabinets and Price Watcher models draw air through the bottom vents of the cabinet. It is important not to block the air intake, exhaust, or LED modules on the front face of these cabinets. There are no spacing requirements on the backs of front-vent signs.

REAR-VENT CABINETS

Rear-vent cabinets draw air in through a vent at the bottom of the cabinet’s rear side and use cooling fans inside the top to draw cool air up.

**Rear-vented signs** have several common requirements for **wall-mounted, monument, marquee, and pole/beam-mounted signs**. Single face signs up to 8' tall viewable need a minimum of 4" of clearance between the wall/mounting surface and the back of the sign. Double-faced signs need a minimum of 8" of clearance between the backs of both signs. Single face signs over 8' tall viewable need a minimum of 6" of clearance between the wall/mounting surface and the back of the sign. Double-faced signs need a minimum of 12" of clearance between the backs of both signs. Monument signs require an unobstructed air gap above, below, and to the sides of the sign face.

The amount of gap is based on the size of sign. Refer to the graphic and chart below. Proper air flow is critical for the health and longevity of the sign. The following is not permitted. Do not use horizontal members/clip angles mounted directly to the sign stringers that exceed 24" in length. Do not block the sign intake and exhaust vents on the back of the cabinet. If any of the above ventilation guidelines cannot be met, then adding fans external to the sign cabinet would be required to improve air flow.



SIGN HEIGHT	PERIMETER AIR-GAP
4 ft	2"
5-6 ft	3"
7-8 ft	4"
9-10 ft	5"
11-12 ft	6"

It may be necessary to enclose the sides of a Rear-vent cabinet with sheet metal and other decorative materials. In these cases, perforated metal, louvers, and fans may be required to adequately ventilate a structure. 51% Net Free Area or better should be used. As such, it is the responsibility of the installer to guarantee proper ventilation of a sign structure.

For more information about your sign ventilation needs, go to [watchfiresigns.com/ventilation-guide](https://watchfiresigns.com/ventilation-guide).



# On Premise Quote



QUOTE NUMBER: 2421707.0 (Version 0) DATE: 11/22/2024

SIGN ID: 1965803 W10

## PRODUCT SPECIFICATIONS

**Shipping Destination**  
Luminous Neon Inc  
1429 W 4th Ave  
Hutchinson, KS 67501-5054

**Job Site**  
Name: City of Edgerton - Quintin Totta  
Address: 404 E Nelson St  
City: Edgerton  
State: KS Zip: 66021

Pixel Pitch:	W10mm LED RGB
Pixel Matrix:	120H X 60W
Ventilation Style:	<b>Rear Ventilation*</b>
Cabinet Size:	4ft 4in H x 25in L x 8in D
Viewing Area:	4ft H x 24in L
Cabinet Style:	Single Face Front/Rear Service
Character Size:	15 lines / 12.0 Characters at a 3" type
Approx. Weight:	188.00 Lbs.
Warranty:	Standard 5 Year Watchfire warranty applies.
Mfg. Lead Time:	3-5 weeks (Based on signed quote, receipt of deposit, and <b>artwork approval - if applicable</b> )
Electrical Service:	120 VOLT 5.0 amps (5.00 per face) Single Phase Service. Refer to the Installation manual for details on wiring. Based on 18 hours of operation a day, plus or minus 10% depending on how the sign is programmed. <i>Example: 3.1 KWHrs a day x \$0.12 = \$0.37/Day</i>

## STANDARD FEATURES

Brightness	Daytime 7500 NITs Maximum;Nighttime 700 NITs Maximum
Color	LED RGB
Color Capability	Min. 1.2 Quintillion
Includes	Ignite Graphics Software
Video	Up to 30FPS
Viewing Angles	150 Horizontal/95 Vertical

## OPTIONS

Software	Ignite OPx (cloud-based, single region)
Software Training	
Communications	OPx - 4G Wireless with Watchfire Cellular Data Plan
Wireless Data Plan	Life-of-sign Data Plan
Power Requirements	Standard As Quoted
Temperature Sensor	Not Ordered
Sign Mounting Kit	
Technician On-Site	
Warranty	Standard 5-Year Parts Warranty





## PROPOSAL

**Job Quote:** J28284

**Date:** November 27, 2024

**Customer No.:** C10423

**Ordered By:**

**Remit Payment to:**

Lumineo Signs  
1 Compound Drive  
Hutchinson, KS 67502

**Bill To:**

Edgerton City of  
404 E Nelson St  
Edgerton, KS 66021

**Job Location:**

Edgerton City of  
404 E Nelson St  
Edgerton, KS 66021

Purchase Order No.:	Job No.	Salesperson	Tax Area
	J28284	QTOTTA	

Lumineo Signs hereby proposes to furnish all the materials and perform all the labor necessary for the completion of items detailed below. Customer is agreed to be as indicated in "Bill To" above.

**Description**

Produce and install one (1) single sided **10mm** Watchfire full color electronic message center display to attach in to customer provided monument sign structure. Lumineo to produce digital display and encasement frame to fit monument structure. Includes life of sign 4G wireless cellular data plan and Ignite OPx cloud based software

**Total Price**

14,162.00

**Silver Plan** 5 year parts warranty and 1 year labor warranty, phone training support from Watchfire - **\$14,162**

**Gold Plan** 5 year parts AND labor warranty, On Site training and 5 year employee retraining, Mon-Fri Lumineo help desk availalbe, 5 custom designed starter slides - **\$15,963**

Subtotal: 14,162.00  
Estimated Total Sales Tax: TBD  
**Total: 14,162.00**

**TERMS: 50.0% DOWN, BALANCE DUE ON COMPLETION**

(INTEREST OF 1.2% PER MONTH WILL BE ADDED TO PAST DUE ACCOUNTS)

**THIS PRICE DOES NOT INCLUDE ELECTRICAL HOOKUP, PERMITS, ENGINEERING OR TAX UNLESS SPECIFICALLY STATED. DESIGN(S) PROVIDED WITH THIS PROPOSAL IS (ARE) THE PROPERTY OF LUMINEO SIGNS RIGHTS ARE TRANSFERRED UPON ACCEPTANCE OF THIS PROPOSAL.**

All materials used are of the highest quality. All work to be completed according to standard practices. Any alteration from specifications must be upon written order and charges adjusted. All agreements are contingent upon strikes, delays or accidents beyond our control. Our workmen are fully covered by workmen's compensation insurance. **Customer assumes responsibility for any damage to unmarked underground utilities, underground sprinklers, or when additional costs are incurred during excavations where underground obstructions (including rock) are encountered.**

NOTE: THIS PROPOSAL MAY BE WITHDRAWN IF NOT ACCEPTED WITHIN 45 DAYS. WORK WILL NOT BEGIN UNTIL DOWN PAYMENT AND WRITTEN ACCEPTANCE ARE RECEIVED. Credit cards can only be accepted for amounts under \$1,000.

## TERMS AND CONDITIONS

1. Upon default in the payment of any sums herein agreed, Luminous Neon, LLC. DBA Lumineo Signs may, at its option, declare the entire balance price fully due and payable without further notice to customer; and when declared, customer agrees to pay interest on said balance, when declared due at the rate of 1.2% per month. Customer further agrees to pay all reasonable costs of collection of said balance incurred by the company, including attorney's fees.
2. Both parties hereto agree that the title to said electrical sign shall remain in the company until paid for in full, but after delivery to the customer all damage from fire or other causes after said delivery shall be assumed by said customer and will not affect the rights of the company to enforce of the purchase price then unpaid.
3. It is further agreed by both parties that all provisions in regard to the project are contained in writing herein.
4. All terms and conditions of this contract shall be binding upon any successors, assignees or other legal representatives of the respective parties but no assignment shall be made by the customer without the consent in writing by the company unless full payment of the total consideration has been made.
5. Customer shall secure all necessary permits from the building owner, and/or others whose permission is required for the installation of the sign and said shall be liable for any obstruction of delivery due to delay in obtaining such permission, and if customer executes this contract of sales without ever obtaining permission from party or parties necessary for the installation of said sign, then he purchases same and is bound to the terms and conditions of this contract as though he had obtained said permission and he agrees to relieve the company from any liability for its failure within 10 days of delivery to erect or install said sign.
6. If this proposal is for an electrical display, customer agrees to provide electrical service of suitable capacity to location of display and make connection thereof to display.
7. All products manufactured by the company are guaranteed unconditionally against defective parts, materials and workmanship, with exception of incandescent and fluorescent lamps as they are never guaranteed.

THIS PROPOSAL DOES NOT BECOME EFFECTIVE UNTIL SIGNED AND DATED BY AN OFFICER OF THE COMPANY.

THE ABOVE PRICES, SPECIFICATIONS, AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

**Luminous Neon, LLC. DBA Lumineo Signs**

**Customer**

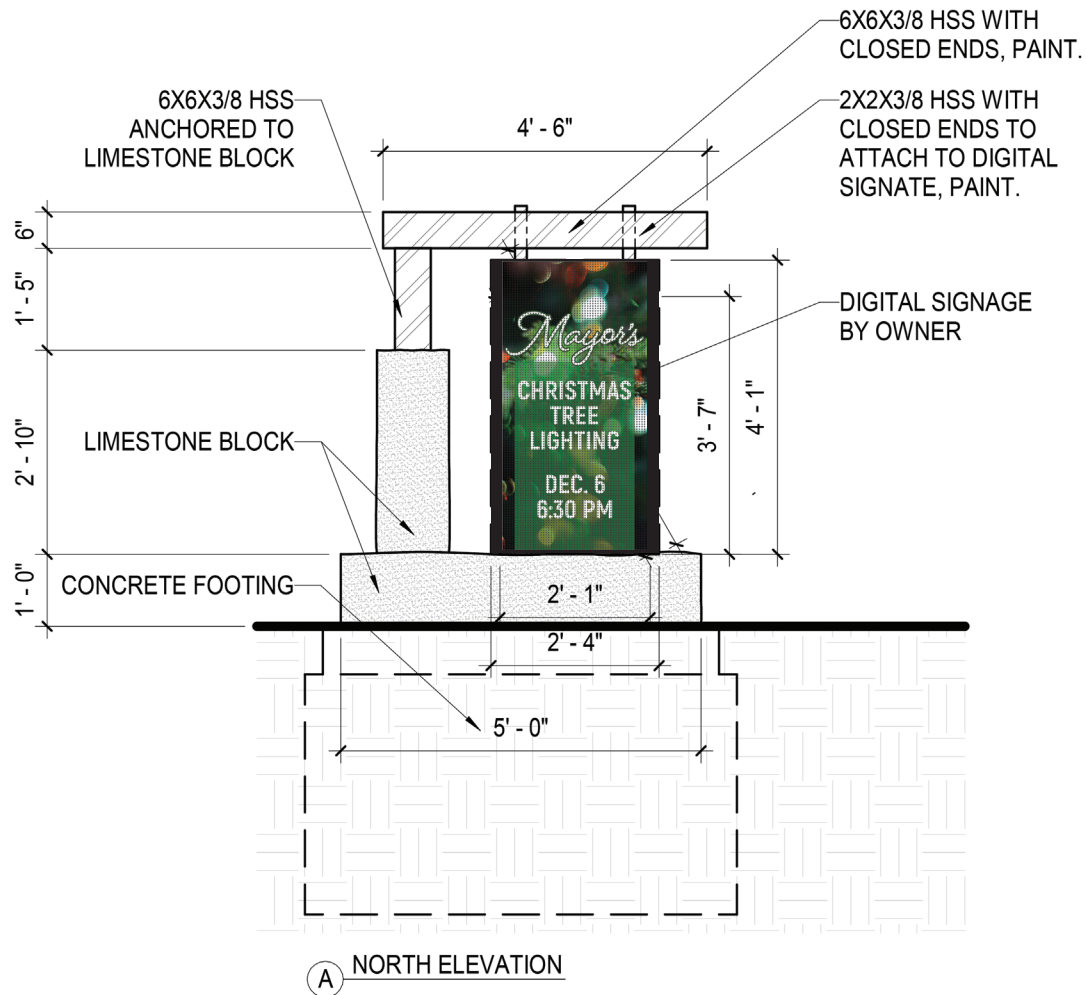
\_\_\_\_\_  
*Salesperson*

\_\_\_\_\_  
*Accepted by (print)*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Accepted by (sign)*

\_\_\_\_\_  
*Date*



**CUSTOMER:** CITY OF EDGERTON KS  
**NAME:**  
**LOCATION:** 404 E. NELSON ST.  
 EDGERTON, KS 66021

**DATE:** 11/22/24  
**DESIGN NO:** QT-J28286  
**ARTIST:** AW  
**SCALE:** 3/8" = 1'

**APPROVED:**

**DATE:**

#### SPECIFICATIONS

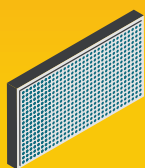
- 8MM, 144X72 MATRIX, FULL COLOR LED MESSAGE CENTER.
- CUSTOM FRAME CABINET.
- INSTALLED ON PROVIDED MONUMENT STRUCTURE.

ALL NOTED DIMENSIONS ARE APPROXIMATE AND MAY BE MODIFIED SLIGHTLY DURING MANUFACTURING TO ALLOW PROPER COMPONENT USAGE.

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# PRODUCT FEATURES

## CONFIDENCE IN QUALITY



### PERFORMANCE

Watchfire understands that your business's reputation depends on the performance of the products you sell. Details like full encapsulation, whole-sign color and brightness calibration, and streamlined connection points minimize the opportunity for failure and guarantee years of worry-free performance.

### RELIABILITY

We build our manufacturing processes on high quality methods and world-class components, and we don't take shortcuts. From water resistance to strong, lightweight cabinets, our displays are tested to handle the elements of nature and are built for solid performance in the field.

### WHOLE-SIGN COLOR AND BRIGHTNESS CALIBRATION

Watchfire's distinctive calibration process begins with a method of selecting half and quarter binned LEDs, which is up to four times more refined than our competitors. After calibration, a Watchfire display is 70% more uniform in color and 85% more uniform in brightness than displays that rely only on LED binning.

### MULTI-CHANNEL DATA

With Watchfire XVS and S-Series displays, customers have peace of mind knowing that if an issue with a sign occurs, it will be isolated, so messages are still readable. Without this patented feature, one connection error could take out all the modules in a row, leaving the message unreadable.

### VIDEO CAPABILITY

For interactive content across multiple media platforms, full-motion video is the future of digital content. Watchfire XVS signs offer full-motion video—up to 60 frames per second—for the most realistic images in the industry. High-bandwidth Digital Content Protection (HDCP) is available with all indoor displays and is optional with outdoor displays. This feature allows customers to display HD and 4K content while respecting digital copyright protections.

### TRUE PIXEL IMAGE QUALITY

Watchfire's true pixel configuration offers superior brightness, longevity, and color depth. Others use a low cost, virtual pixel to mask the use of inferior components, which can increase operating costs and cause uneven fading over time.

### WARRANTY

Our 5-year parts warranty covers all Watchfire displays against defects in material and workmanship. Watchfire digital displays and their electronic components are included, as well as Watchfire factory labor. Our products feature a 10-year parts availability guarantee, and repair parts carry a 12-month warranty. Extended warranties are also available.





Top Left: Spectrum On Broadway | Roku North Face | New York, NY | 8mm | 5652 x 288 | 157' x 8'  
 Top Middle: Sign Enterprise | Encounter Church | Fredericksburg, VA | 8mm | 216 x 180 | 6' x 5'  
 Top Right: Phillips Sign & Lighting Inc | Doherty Hotel | Clare, MI | 10mm | 150 x 300 | 5' x 10'  
 Middle: Ace Sign Co | Sangamon County on the Illinois State Fairgrounds | Springfield, IL | 10mm | 150 x 300 | 5' x 10'  
 Middle Right: Summit West Signs | Hamilton High School | Chandler, AZ | 16mm | 90 x 180 | 5' x 10'  
 Bottom: Cima Network Inc | Five Below | Manhattan, NY | 6mm | 576 x 6720 | 12' x 140'



# IGNITE SOFTWARE

## PREMIUM CONTENT MANAGEMENT

Making the most of your LED signs requires the industry's best content management software. Watchfire's suite of Ignite software provides a wide range of ways to control digital displays. Whether your customers need a powerful advertising tool, or a way to produce live events, Ignite has a solution for the customers you serve. We've made content management easy and responsive, so your customers can focus on promoting their businesses and organizations. Ignite software is included with every Watchfire sign sold.



CREATE



SCHEDULE



PUBLISH

	Ignite OPx	Ignite Sports
Software Type	<ul style="list-style-type: none"><li>• Windows or Mac</li><li>• Cloud-based</li><li>• Optimized for Google Chrome</li><li>• Automatic Updates</li></ul>	<ul style="list-style-type: none"><li>• Windows</li><li>• Installation Required</li></ul>
Content Creation	<ul style="list-style-type: none"><li>• Advanced Editor</li><li>• Free EasyArt Library</li><li>• Upload gif, jpg, png, mp4, mp3 files</li></ul>	<ul style="list-style-type: none"><li>• Advanced Editor</li><li>• Free EasyArt Library</li><li>• Import jpg, png, webp, avi, mov, mp4, m4v, wmv, wav, mp3, aif, and more</li><li>• Content Media Server</li><li>• Supports Football, Basketball, Baseball, Softball, Soccer, Volleyball, Wrestling, Hockey, Lacrosse, and Multisport scoring</li></ul>
Integrations	<ul style="list-style-type: none"><li>• RSS / XML Data Access for Dynamic Content</li><li>• Integrate Multiple Data Feeds</li><li>• Custom Widgets for Business-Specific Data</li><li>• Single Sign-On</li></ul>	<ul style="list-style-type: none"><li>• Scoring/Timing Systems</li><li>• Native Live Video</li><li>• Video Switching Systems</li><li>• Third-Party Control Systems</li><li>• 4K Video Support</li></ul>
Sign Management	<ul style="list-style-type: none"><li>• Upload, Schedule &amp; Preview Content</li><li>• On-Demand Diagnostics</li><li>• Dayparting</li><li>• Manage Multiple Screens at Once</li><li>• 3 Advanced Scheduling Options</li><li>• Schedule Start and End Times</li></ul>	<ul style="list-style-type: none"><li>• Import, Preview &amp; Publish Content Live</li><li>• On-Demand Diagnostics</li><li>• Wireless Scoring from a Tablet</li><li>• Manage Multiple Displays and Zones</li></ul>
User Rights Management	<ul style="list-style-type: none"><li>• Customizable Access Levels for Multiple Users</li></ul>	<ul style="list-style-type: none"><li>• Single Access</li></ul>



### **FRESH GRAPHICS**

Watchfire is the only manufacturer that gives customers a free library of over 1,000 EasyArt animations and stills. Helpful step-by-step guides show customers how to customize designs for every purpose, so every message looks polished and professional.



### **DYNAMIC CONTENT**

The timeliness of displayed messages is critical. With dynamic content, schedules on Ignite OPx can be customized according to real-time variables. Weather-related functions permit messages to be scheduled and updated based on changes in temperature, and integrating RSS and XML data allows for real-time updates.



### **CUSTOMIZABLE SCHEDULING**

Dayparting allows sign owners to promote sale items at different times of the day to maximize impact on consumers: advertising coffee in the morning, lunch specials at noon, or happy hour after work. Using Ignite OPx, schedule content to automatically play months in advance or expire on a pre-set date.



### **SOFTWARE SECURITY**

In addition to stringent encryption and data integrity controls, Ignite OPx offers your customers multiple layers of security, including managing roles and permissions within the application. This allows customers to restrict certain operations based on the user's role, like publishing to the network or deleting content.



### **ZONING-FRIENDLY SETTINGS**

Watchfire's Ignite OPx application features content controls that zoning restrictions may require. Daytime brightness and content hold times can be set by default at the factory to ensure installed signs will always comply with rules restricting brightness, hold times, or the use of animation.



### **TRAINING**

With every software training purchase, we are available to answer your customers' questions. If they need a software refresher or an introduction to new features at any time, we're here to help. Training can be requested at [watchfiresigns.com/IST](http://watchfiresigns.com/IST).



Watchfire has over 90 years of experience in the outdoor signage business. We are a passionate team relentlessly pursuing quality in everything we do. As a manufacturer, our designs start with a blank piece of paper, with signs made to order. Our displays are the result of state-of-the-art research, elite product engineering and expert service. We select the highest quality components from a global marketplace, strategically manage our supply chain, and choose manufacturing processes that allow us to maintain the excellence our customers expect.

## THE BEST-LOOKING, MOST RELIABLE LED SIGNS

**High efficiency components** reduce operating costs and increase energy efficiency.

**Experience true-to-life colors**, faster refresh rates, and more uniform LED appearance that comes from advanced color calibration.

**Cabinets of all-aluminum construction**, precision-mitered corners, solid welds and a heavy-walled, extruded aluminum frame guarantee durability.

**Designing for effective cooling** extends the life of electronic components and increases energy efficiency.

**Energy efficient designs** use an average of 33% of their maximum amperage. All displays are UL Energy Efficiency Certified.

**Our displays are** FCC verified to comply with US laws regarding emissions interference.

## EXTERIOR SIGNS WEATHER THE HARSHTEST CLIMATES

**Full encapsulation** provides high durability and weather resistance.

**Every sign is engineered** to pass a battery of stringent tests for structural stability, wind load, heat management, corrosion resistance and water resistance.

**All electrical components** are designed and tested to withstand temperature cycles in our environmental chambers from -40°F to +140°F. Modules are engineered to withstand at minimum 1,000 hours at 85°C and 85% relative humidity.

**All modules pass** the ASTM B117 salt fog test to measure for corrosion resistance.

**Controlled thermal and mechanical stress** is applied during High Accelerated Life Testing (HALT) to identify design weaknesses and avenues for product improvement.

## BACKED BY EXPERT SERVICE

**Our industry-best, 5-year, transparent warranty** protects your purchase against defects.

**Our ten-year replacement parts guarantee**, is backed by nine decades in the sign industry.

**Fast service** is available on repair and replacement parts.

**Customer service** is located on-site at our factory in Danville, Illinois.

## MANAGEMENT FOR LARGE AND UNIQUE PROJECTS

**140,000 square feet** of manufacturing space can accommodate the largest LED video display projects seamlessly from design through production.

**Our project management team** coordinates every distinctive LED project, from custom design to smooth installation.

**Trained technicians** are available for every specialized display installation.





## EASYART

### THE INDUSTRY'S ONLY FREE LIBRARY OF READY-MADE GRAPHICS

With over 1,000 free professional animations and still images, customers can choose from a variety of pre-made messages for every occasion.



## SOFTWARE SECURITY

### GET PEACE OF MIND WITH MULTIPLE LAYERS OF SECURITY

Ignite OPx features multiple layers of security. In addition to password protection and available Single Sign On, Ignite's proprietary session system prevents outside software from gaining access to the sign's controller.



## DIAGNOSTICS

### MONITOR SIGN OPERATION

Diagnostic reports can be accessed on demand or received automatically, to help service teams improve response times in the event of any issues. Diagnostics are available on all signs using Watchfire's Wireless Plan.



## ADVANCED SCHEDULING

### DAYPART FEATURES MAXIMIZE IMPACT

Each location can advertise in sync with consumer demands. Use these advanced scheduling features to advertise coffee in the morning, lunch specials at noon, or happy hour after work.



## DYNAMIC CONTENT

### CUSTOMIZE CONTENT SCHEDULES USING REAL-TIME VARIABLES

Our content management system can use data feeds to share headlines, tickers, wait times, scores and other information in real time. Our team can also work with yours to develop custom widgets.



## ZONING-FRIENDLY

### WORRY-FREE COMPLIANCE WITH LOCAL CODES

Settings for brightness, hold times, and transitions can be pre-set at the factory with restricted access to prevent changes in the field.

## IGNITE OPX

Watchfire's premium cloud-based content management software is a great fit for many sign owners, no matter the skill level of the user. Ignite OPx is optimized for Google Chrome and runs on any platform, including Mac. Invite multiple team members and assign specific permissions to control who updates, creates, and schedules content.

Ignite OPx includes helpful tools, like the powerful built-in editor, flexible scheduling options and access to our EasyArt library. Easily manage multiple indoor and outdoor signs and use keyword tags to organize content on your domain. Larger signs can even be segmented to display a variety of content at the same time, maximizing the impact of messages.

## TECHNICAL SUPPORT

Watchfire is available to answer your questions by phone six days a week. Our in-house Help Desk gives you quick, accurate answers, from basic questions to advanced troubleshooting support. They're open Monday - Friday from 7 a.m. to 6 p.m., and Saturdays from 7 a.m. to 4 p.m. CT.

**Emporia  
Public Library  
Emporia, KS  
4.3 MILLION  
EXPOSURES PER YEAR  
8mm  
3'5" x 7'3"**

**The Emporia Public Library**, in Emporia, Kan., is the oldest continuously-operating library in the State of Kansas. The library has grown since its founding in 1869, and today occupies a spacious building in downtown Emporia, across the street from city offices and a municipal auditorium.

To take advantage of its prime location, library officials wanted to install a new monument sign with an electronic message center that would communicate all the enriching programs available through the library. Previously, the only signage at the library was an entry sign at the door.

By state statute, libraries are not allowed to own their buildings, so Emporia Public Library first had to petition the city, which owns their building, for authorization to install a new sign. Once that was achieved, library officials reached out to Luminous Neon, Inc.'s Topeka, Kan. branch.

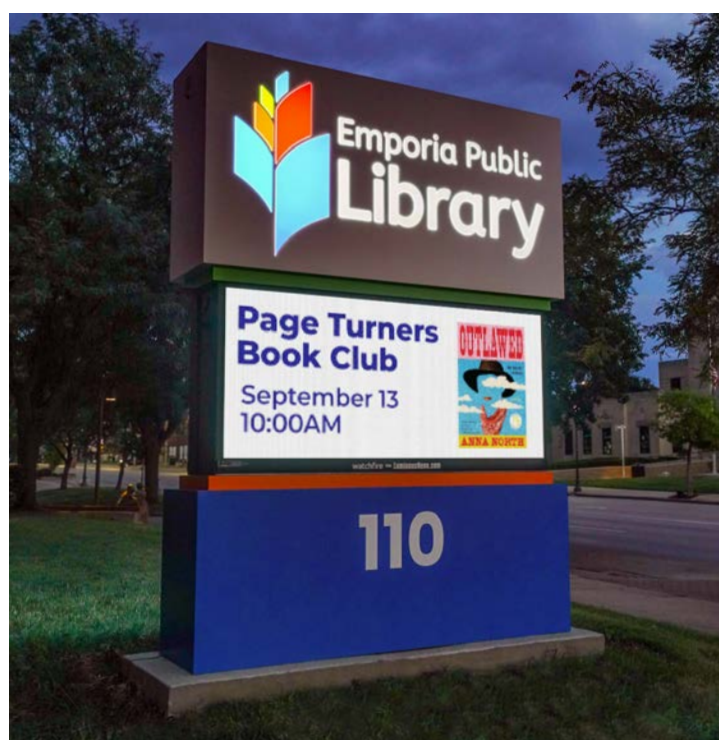
Luminous designed a monument sign that includes an upper logo cabinet with push-through acrylic letters and a multi-color logo. Beneath that is an 8mm full-color digital message center that sits on a base.

Luminous specified Watchfire for the message center. "Watchfire always stands behind their products and does what they say they will do," said Virginia Baumgartner, senior account manager at Luminous.

Executive director Pauline Stacchini states the library uses the message center to promote its programs, such as story time and the popular Friends of the Library Book Sale. It also serves as a reminder of upcoming events, as well as last-minute closures for inclement weather. The staff keeps messages fresh using photos, changing them weekly, and using animated transitions between messages.

The sign supports Emporia Public Library's other communications channels, including a bimonthly newsletter, library website, and social media channels. The library has a staffer trained on the Watchfire Ignite content management software and hopes to train several more.

According to Luminous, they've heard from officials from other libraries who have seen the Emporia sign and are impressed. "All libraries are looking for ways to communicate with the public, and a digital message center can be very effective," said Baumgartner.



**"Our new sign gives us another way to communicate with residents. Our staff and the public alike really like the sign."**

**PAULINE STACCHINI | EXECUTIVE  
DIRECTOR  
EMPORIA PUBLIC LIBRARY**

Many municipalities across the country use LED signs to educate and inform their local communities. Fire departments, government buildings and community centers love digital messaging for its flexibility and effective communication tools.

LED signs are more than an identity marker, they are powerful advertising tools that inform the public with messages programmed months in advance or updated in minutes. With cloud-based content management software, you can update your sign, or a network of signs, from anywhere with an internet connection. This gives many governments and organizations greater responsiveness for emergency notices and ongoing community updates.

Use your Watchfire sign to update your customers on:

- Amber Alerts or Silver Alerts
- Shelter-in-place or evacuation warnings
- Shelter locations and emergency instructions
- Road closures and real-time weather warnings
- Crime-stopper notices or local crime prevention strategies
- Daily fire danger updates, blood drives or neighborhood watch programs

### WHY WATCHFIRE

Watchfire has been designing and manufacturing outdoor electronic signs since 1932 and is one of the world's leading digital signage manufacturers.

**Reliability.** Watchfire signs have the highest uptime of any manufacturer in the industry. Streamlined design and patented front ventilation make installation easy and reduce the possibility of failure. Fewer connection points systematically increase reliability for the life of your LED sign.

**Quality Content.** Our Ignite® content management software is an easy to use, intuitive program for creating and scheduling messages. Software training is free with every purchase to help everyone on your team learn how to create eye-catching advertising messages. Dynamic features let you schedule messages based on temperature or weather changes, and because our software is in the cloud, you can control one sign, or many, from any internet connected device.

**Unmatched Durability.** Watchfire encapsulates every outdoor LED module for superior weather resistance. Our products are rigorously tested for durability and are proven to withstand internal cabinet temperatures from -40 °F to 140 °F. Wherever your municipality is located, you can count on your Watchfire sign to perform dependably.

**Stellar Service.** Watchfire supports our customers from purchase to installation, and from operation to maintenance. We provide unmatched customer support to both the sign dealer and you. With more than 85 years in business, we have the experience and resources to deliver superior quality and customer service.

We have more than 60,000 Watchfire LED signs in daily operation worldwide. Join a growing list of municipalities who know that a Watchfire sign can help engage and inform their communities.

Watchfire's team is here from sign design to presentations with local planning and zoning boards, and from installation to operation.

**Contact your local sign dealer or visit [watchfiresigns.com](http://watchfiresigns.com) to learn more.**



**Watchfire 10mm** 360 x 480 Matrix 12'5" x 16'3"



**Watchfire Indoor 3mm** 384 x 960 Matrix 3'9" x 9'5"



**Watchfire 16mm** 72 x 126 Matrix 4'5" x 7'3"



Watchfire cabinets are designed to minimize heat and provide durable protection from the elements. The rear side of our cabinet features mill-finish aluminum. Improperly ventilated signs risk overheating, which will affect the life and operation of the sign.

## FRONT-VENT CABINETS AND PRICE WATCHER MODELS

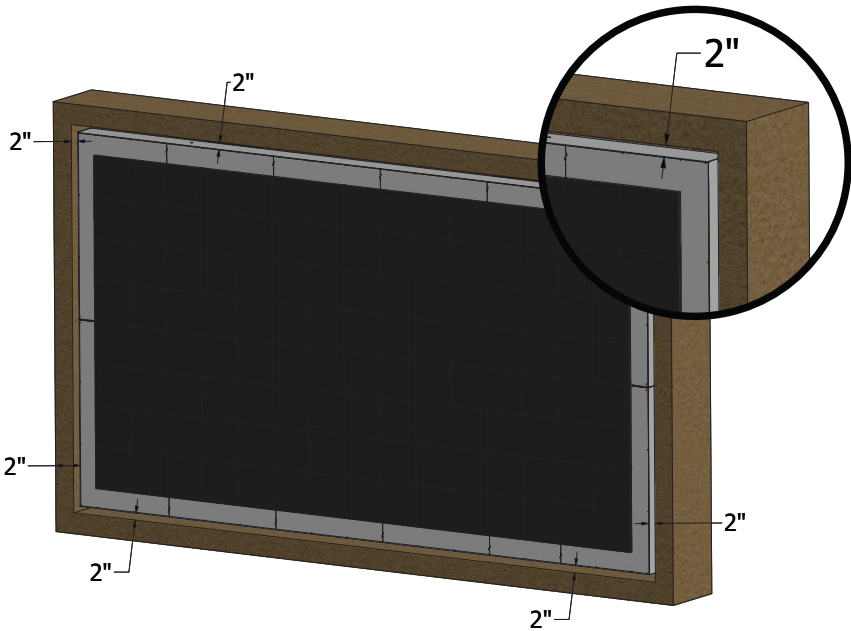
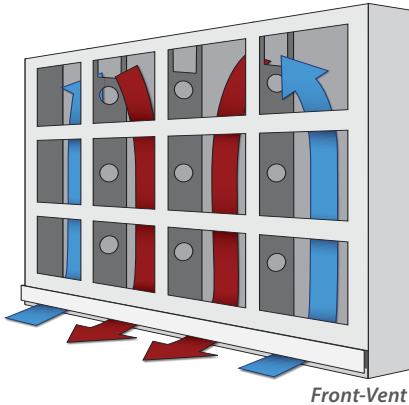
Front-vent cabinets and Price Watcher models draw air through the bottom vents of the cabinet. It is important not to block the air intake, exhaust, or LED modules on the front face of these cabinets. There are no spacing requirements on the backs of front-vent signs.

## REAR-VENT CABINETS

Rear-vent cabinets draw air in through a vent at the bottom of the cabinet’s rear side and use cooling fans inside the top to draw cool air up.

**Rear-vented signs** have several common requirements for **wall-mounted, monument, marquee, and pole/beam-mounted signs**. Single face signs up to 8' tall viewable need a minimum of 4" of clearance between the wall/mounting surface and the back of the sign. Double-faced signs need a minimum of 8" of clearance between the backs of both signs. Single face signs over 8' tall viewable need a minimum of 6" of clearance between the wall/mounting surface and the back of the sign. Double-faced signs need a minimum of 12" of clearance between the backs of both signs. Monument signs require an unobstructed air gap above, below, and to the sides of the sign face.

The amount of gap is based on the size of sign. Refer to the graphic and chart below. Proper air flow is critical for the health and longevity of the sign. The following is not permitted. Do not use horizontal members/clip angles mounted directly to the sign stringers that exceed 24" in length. Do not block the sign intake and exhaust vents on the back of the cabinet. If any of the above ventilation guidelines cannot be met, then adding fans external to the sign cabinet would be required to improve air flow.



SIGN HEIGHT	PERIMETER AIR-GAP
4 ft	2"
5-6 ft	3"
7-8 ft	4"
9-10 ft	5"
11-12 ft	6"

It may be necessary to enclose the sides of a Rear-vent cabinet with sheet metal and other decorative materials. In these cases, perforated metal, louvers, and fans may be required to adequately ventilate a structure. 51% Net Free Area or better should be used. As such, it is the responsibility of the installer to guarantee proper ventilation of a sign structure.

For more information about your sign ventilation needs, go to [watchfiresigns.com/ventilation-guide](https://watchfiresigns.com/ventilation-guide).

On Premise Quote



QUOTE NUMBER: 2421707.0 (Version 0) DATE: 11/22/2024

SIGN ID: 1965804 W8

PRODUCT SPECIFICATIONS

Shipping Destination  
Luminous Neon Inc  
1429 W 4th Ave  
Hutchinson, KS 67501-5054

Job Site  
Name: City of Edgerton - Quintin Totta  
Address: 404 E Nelson St  
City: Edgerton  
State: KS Zip: 66021

Pixel Pitch:	W8mm LED RGB
Pixel Matrix:	144H X 72W
Ventilation Style:	Rear Ventilation*
Cabinet Size:	4ft 4in H x 25in L x 8in D
Viewing Area:	4ft H x 24in L
Cabinet Style:	Single Face Front/Rear Service
Character Size:	15 lines / 14.4 Characters at a 3" type
Approx. Weight:	188.00 Lbs.
Warranty:	Standard 5 Year Watchfire warranty applies.
Mfg. Lead Time:	3-5 weeks (Based on signed quote, receipt of deposit, and artwork approval - if applicable)
Electrical Service:	120 VOLT 6.0 amps (6.00 per face) Single Phase Service. Refer to the Installation manual for details on wiring. Based on 18 hours of operation a day, plus or minus 10% depending on how the sign is programmed. Example: 3.7 KWHrs a day x \$0.12 = \$0.44/Day

STANDARD FEATURES

Brightness	Daytime 7500 NITs Maximum;Nighttime 700 NITs Maximum
Color	LED RGB
Color Capability	Min. 1.2 Quintillion
Includes	Ignite Graphics Software
Video	up to 30 FPS
Viewing Angles	150 Horizontal/95 Vertical

OPTIONS

Software	Ignite OPx (cloud-based, single region)
Software Training	
Communications	OPx - 4G Wireless with Watchfire Cellular Data Plan
Wireless Data Plan	Life-of-sign Data Plan
Power Requirements	Standard As Quoted
Temperature Sensor	Not Ordered
Sign Mounting Kit	
Technician On-Site	
Warranty	Standard 5-Year Parts Warranty



## PROPOSAL

**Job Quote:** J28286

**Date:** November 27, 2024

**Customer No.:** C10423

**Ordered By:**

**Remit Payment to:**

Lumineo Signs  
1 Compound Drive  
Hutchinson, KS 67502

**Bill To:**

Edgerton City of  
404 E Nelson St  
Edgerton, KS 66021

**Job Location:**

Edgerton City of  
404 E Nelson St  
Edgerton, KS 66021

Purchase Order No.:	Job No.	Salesperson	Tax Area
	J28286	QTOTTA	

Lumineo Signs hereby proposes to furnish all the materials and perform all the labor necessary for the completion of items detailed below. Customer is agreed to be as indicated in "Bill To" above.

**Description**

Produce and install one (1) single sided **8mm** Watchfire full color electronic message center display to attach in to customer provided monument sign structure. Lumineo to produce digital display and encasement frame to fit monument structure. Includes life of sign 4G wireless cellular data plan and Ignite OPx cloud based software

**Total Price**

15,549.00

**Silver Plan** 5 year parts warranty and 1 year labor warranty, phone training support from Watchfire - **\$15,549**

**Gold Plan** 5 year parts AND labor warranty, On Site training and 5 year employee retraining, Mon-Fri Lumineo help desk availalbe, 5 custom designed starter slides - **\$17,504**

Subtotal:	15,549.00
Estimated Total Sales Tax:	TBD
<b>Total:</b>	<b>15,549.00</b>

**TERMS: 50.0% DOWN, BALANCE DUE ON COMPLETION**

(INTEREST OF 1.2% PER MONTH WILL BE ADDED TO PAST DUE ACCOUNTS)

**THIS PRICE DOES NOT INCLUDE ELECTRICAL HOOKUP, PERMITS, ENGINEERING OR TAX UNLESS SPECIFICALLY STATED. DESIGN(S) PROVIDED WITH THIS PROPOSAL IS (ARE) THE PROPERTY OF LUMINEO SIGNS RIGHTS ARE TRANSFERRED UPON ACCEPTANCE OF THIS PROPOSAL.**

All materials used are of the highest quality. All work to be completed according to standard practices. Any alteration from specifications must be upon written order and charges adjusted. All agreements are contingent upon strikes, delays or accidents beyond our control. Our workmen are fully covered by workmen's compensation insurance.

**Customer assumes responsibility for any damage to unmarked underground utilities, underground sprinklers, or when additional costs are incurred during excavations where underground obstructions (including rock) are encountered.**

NOTE: THIS PROPOSAL MAY BE WITHDRAWN IF NOT ACCEPTED WITHIN 45 DAYS. WORK WILL NOT BEGIN UNTIL DOWN PAYMENT AND WRITTEN ACCEPTANCE ARE RECEIVED. Credit cards can only be accepted for amounts under \$1,000.

## TERMS AND CONDITIONS

1. Upon default in the payment of any sums herein agreed, Luminous Neon, LLC. DBA Lumineo Signs may, at its option, declare the entire balance price fully due and payable without further notice to customer; and when declared, customer agrees to pay interest on said balance, when declared due at the rate of 1.2% per month. Customer further agrees to pay all reasonable costs of collection of said balance incurred by the company, including attorney's fees.
2. Both parties hereto agree that the title to said electrical sign shall remain in the company until paid for in full, but after delivery to the customer all damage from fire or other causes after said delivery shall be assumed by said customer and will not affect the rights of the company to enforce of the purchase price then unpaid.
3. It is further agreed by both parties that all provisions in regard to the project are contained in writing herein.
4. All terms and conditions of this contract shall be binding upon any successors, assignees or other legal representatives of the respective parties but no assignment shall be made by the customer without the consent in writing by the company unless full payment of the total consideration has been made.
5. Customer shall secure all necessary permits from the building owner, and/or others whose permission is required for the installation of the sign and said shall be liable for any obstruction of delivery due to delay in obtaining such permission, and if customer executes this contract of sales without ever obtaining permission from party or parties necessary for the installation of said sign, then he purchases same and is bound to the terms and conditions of this contract as though he had obtained said permission and he agrees to relieve the company from any liability for its failure within 10 days of delivery to erect or install said sign.
6. If this proposal is for an electrical display, customer agrees to provide electrical service of suitable capacity to location of display and make connection thereof to display.
7. All products manufactured by the company are guaranteed unconditionally against defective parts, materials and workmanship, with exception of incandescent and fluorescent lamps as they are never guaranteed.

THIS PROPOSAL DOES NOT BECOME EFFECTIVE UNTIL SIGNED AND DATED BY AN OFFICER OF THE COMPANY.

THE ABOVE PRICES, SPECIFICATIONS, AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

**Luminous Neon, LLC. DBA Lumineo Signs**

**Customer**

\_\_\_\_\_  
*Salesperson*

\_\_\_\_\_  
*Accepted by (print)*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Accepted by (sign)*

\_\_\_\_\_  
*Date*

SIGNS ETC  
PO Box 791 Farmington, MO 63640  
info@signsetonline.com  
(573) 756-9000

www.signsetonline.com

DIGITAL · LIGHTED · INTERIOR & EXTERIOR



ONE COMPANY. LIMITLESS SOLUTIONS.

573.756.9000

## Quote 7828

The Green Space

SALES REP INFO  
KEVEN HARRINGTON  
Owner  
keven@signsetonline.com  
(573) 756-9000

QUOTE DATE  
09/24/2024  
QUOTE DUE DATE  
09/25/2024  
QUOTE EXPIRY DATE  
10/24/2024  
TERMS  
50/30/20

REQUESTED BY  
INCITE DESIGN STUDIO  
Incite Design Studio  
1800 Lafayette Ave, Suite B  
St. Louis, MO 63104

CONTACT INFO  
Josh Conrad  
joshc@incitedesignstudio.com  
(816) 590-4725

#	ITEM	QTY	UOM	U.PRICE	TOTAL (EXCL. TAX)	TAXABLE
1	<b>MATERIALS</b> Materials & shop labor to build mounting frame	1	Each	\$2,560.00	\$2,560.00	Y
2	<b>DIGITAL SIGN</b> Daktronics 55" LCD Display 2' 5" wide x 4' 3" high On-board Daktronics Web Player Activation Venus Control Suite Professional 3 year subscription - Secure, web based software that enables display management anytime, anywhere via internet connection. Fourth year & beyond at \$240 per year, per player. 3 year repair/replacement provided by manufacturer - Includes customer care level 4 Training - Venus self guided training videos	1	Each	\$13,260.79	\$13,260.79	Y
3	<b>INSTALL - Customer Location</b> Install at Customer Location	1	Each	\$4,400.00	\$4,400.00	N
4	<b>NOTE</b> Quoted prices are valid for the current cost of materials - increases in market value of materials may be reflected in final price. Pricing above does not permit fees if applicable. If any hard substance is incurred during excavation, additional charges will apply. Proper electrical service will need to be provided within 3 ft of installation area, by others. Any unforeseen items will be addressed and billed on a time and material basis. If this project installation is delayed due to, wind, rain, snow, ice, saturated ground hindering access, cold temperatures or supply chain issues etc, we trust our client will understand and know we are making it a priority to get the project completed as soon as possible. Standard warranties are included.	1	Each	\$0.00	\$0.00	N



**\*\*\*THIS QUOTE IS GOOD FOR 15 DAYS ONLY\*\*\****Upon approval, all deposits and/or payments are required to begin production. All deposits are NON-REFUNDABLE.*

Additional artwork, materials, and labor may be required to complete this project. If additional items are needed, we will make every effort to contact you before proceeding. However, if we cannot reach you, we will complete the project unless we feel your approval is needed. Additions will be itemized on the final invoice.

Quoted prices are valid for the current cost of materials - increases in market value of materials may be reflected in final price. Pricing above does not include permit fees if applicable. If any hard substance is incurred during excavation, additional charges will apply. Proper electrical service will need to be provided within 3 ft. of installation area, by others. Any unforeseen items will be addressed and billed on a time and material basis. If this project installation is delayed due to, wind, rain, snow, ice, saturated ground hindering access, cold temperatures or supply chain issues etc., we trust our client will understand and know we are making it a priority to get the project completed as soon as possible. Standard warranties are included.

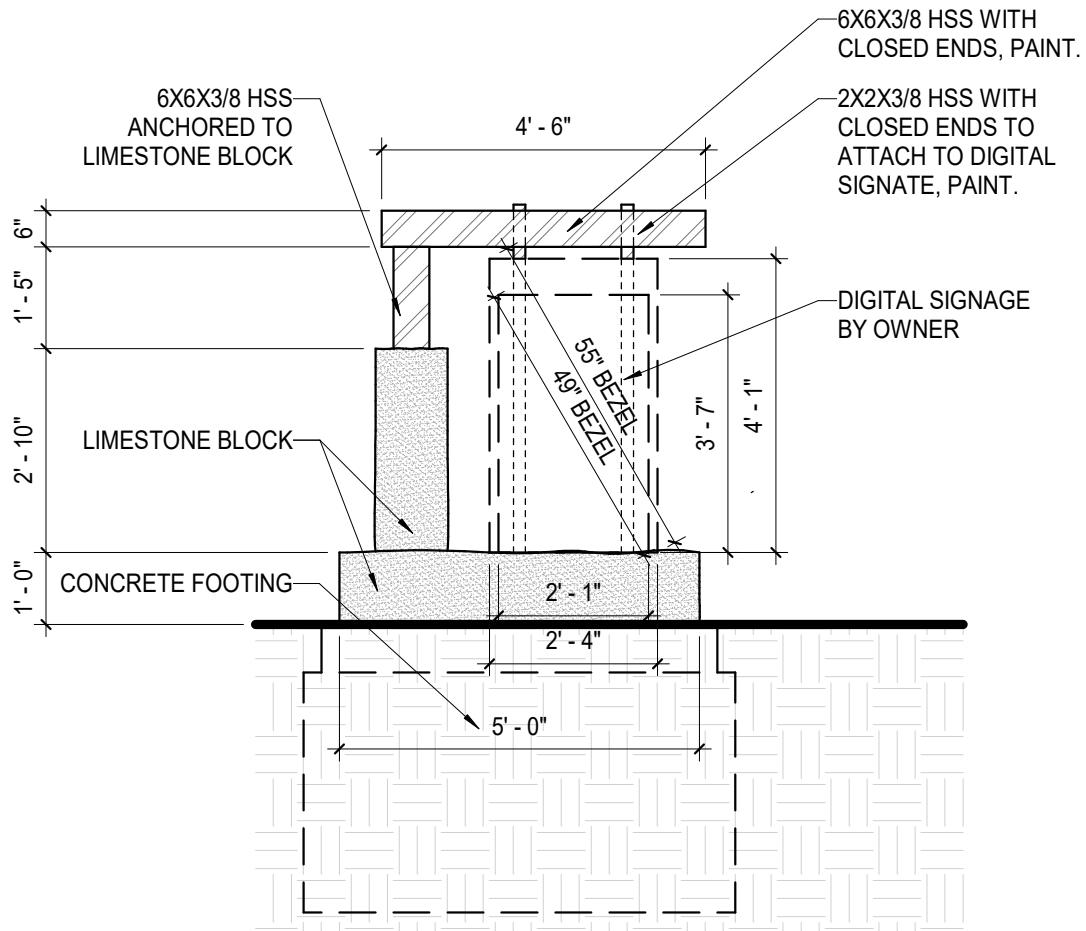
Subtotal:	\$20,220.79
Sales Tax (0%):	\$0.00
Total:	\$20,220.79

Downpayment (50.0 %)

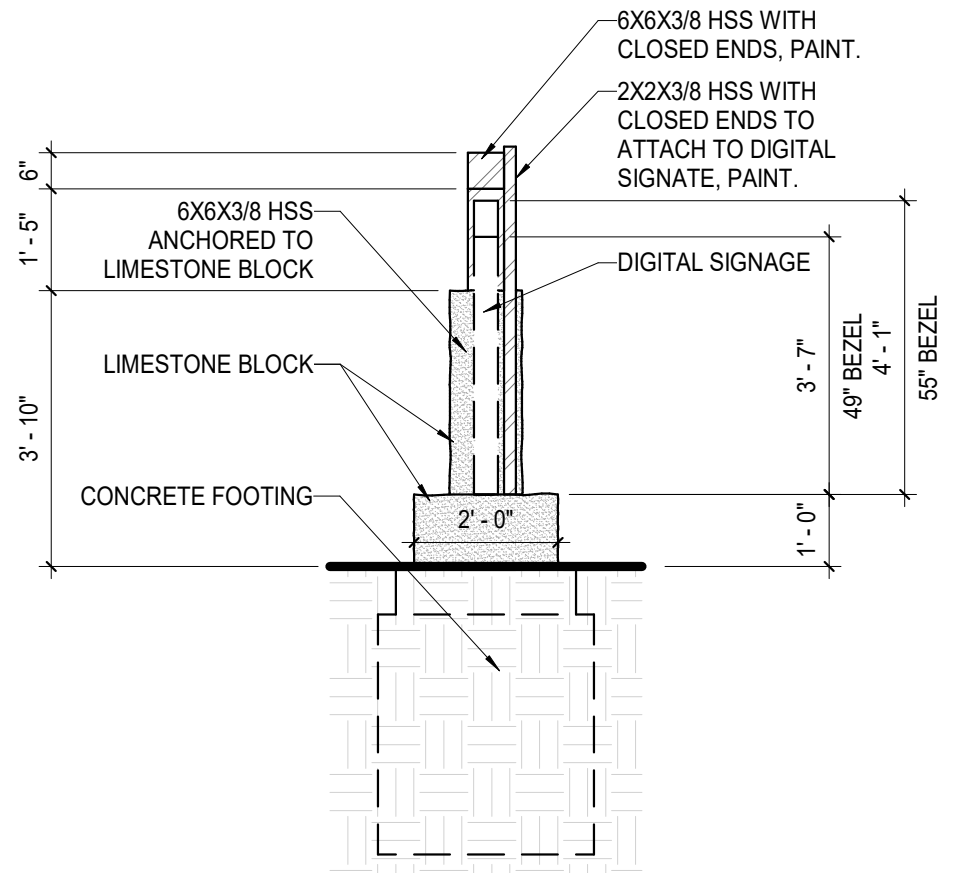
\$10,110.40

SIGNATURE:

DATE:



(A) NORTH ELEVATION



(B) WEST ELEVATION

## City Council Action Item

**Council Meeting Date:** December 12, 2024

**Department:** Public Works

### Agenda Item: Consider Change Order #1 to Contract with Beemer Construction Co. for Dwyer Farms Sanitary Sewer Extension Project

**Background/Description of Item:**

On May 23, 2024, City Council awarded the contract with Beemer Construction Co. for construction of The Dwyer Farms Sanitary Sewer Extension. \$747,900.00. Construction began in September of 2024.

The City's Purchasing Policy sets the approval authority for change orders as summarized in the table below.

Change Order Amount	Authorizing Party
<ul style="list-style-type: none"><li>• Less than 10% of the approved amount for the project or item; and</li><li>• Less than \$15,000; and</li><li>• Does not cause the project/item to exceed the budget for the project/item.</li></ul>	City Administrator
Greater than 10% of the approved amount for the project or item	Governing Body
Greater than \$15,000	Governing Body
Causes the project/item budget to be exceeded	Governing Body

This project has a casing pipe which is bored beneath BNSF railroad, then a portion of the casing pipe was open cut excavated and installed. This section of the casing pipe was adjacent to South Lake. During the installation of the open cut section, the contractor came across site conditions where the subgrade needs additional stabilization above what included in the plans. With existing conditions, the casing pipe settled overnight, when it should not have moved at all. Precise placement is critical to maintaining the sanitary sewer pipe slope. The contractor, City staff, and City Engineer developed the plan to mitigate the settlement by installation of a concrete base beneath the casing pipe and base of the proposed manhole.

The change order proposed by Beemer includes the work already completed to assess the site conditions. Also included is the crew hours and materials to install the upgraded pipe bedding. The final item included in the change order is a price per foot of installation for bedding improvements as the contractor progresses with installation in areas that are still unknown.

The price for this change order is \$52,468.61. The original contract with Beemer is for \$747,900, with this change order the new contract amount would be \$800,368.61.

These change orders encompass modifications encountered at this point in the construction schedule and do not include the final overrun/underrun of quantities for the project. The project substantial completion is set for January/February of 2025. Any additional change orders, including the final change order, will be forwarded for authorization (as needed by policy) at a future Council date.

Funding for this project is anticipated to be initially funded through Kansas Department of Health and Environment (KDHE) State Revolving Loan Fund. Long-term funding source will be Rural Housing Incentive District (RHID).

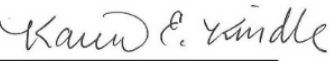
It is the recommendation of Staff to approve Change Order #1 for Dwyer Farms Sanitary Sewer Extension project.

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

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**Funding Source:** KDHE State Revolving Loan Fund (short-term) and Rural Housing Incentive District (RHID) (long-term)

**Budget Allocated:** \$5,000,000

x 

**Finance Director Approval:**

Karen Kindle, Finance Director

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**Recommendation: Approve Change Order #1 to Contract with Beemer Construction for The Dwyer Farms Sanitary Sewer Extension Project for a Maximum Not to Exceed of \$52,468.61.**

**Enclosed:** DRAFT Change Order #1

**Prepared by:** Dan Merkh, Public Works Director

## BEEMER CONSTRUCTION CO, INC.

606 SE Central  
Blue Springs, Missouri 64014

Phone: (816)229-2266  
Fax: (816)229-2571

August 28, 2024

Dan Merkh  
City Of Gardner  
404 East Nelson  
Edgerton, KS 66021

RE: Dwyer Sanitary Sewer  
Stabilization of Trench Bottom

Dear Mr. Merkh:

As discussed in our site meeting this week, below are estimated costs, and costs to date of the work necessary to stabilize the trench bottom for the Dwyer Sanitary Sewer project. As shown on site, the subgrade of the trench is extremely soft and will not support the installation of the new sewer, casing pipe, or manhole. We expect to encounter it from the face of the bore for approximately 300' to the east towards the connection with the existing sewer system. We will get into stable ground near that manhole.

The first price is for the work to date to stabilize the bore pit and the open cut casing foundation. We have some more work to do on the open cut casing and it is in the estimated work price that follows the first price. The concrete slab to support the end of the casing and the manhole is included in the second price. The third price is the estimated cost to stabilize the line from the manhole to when we run out of the unstable material.

### Price #1: Work to Date to Stabilize Bore Pit and Open Cut Casing:

Two Man Crew for Two Days and Three Man Crew for Two Days.

<u>Item</u>	<u>Quantity</u>	<u>Cost</u>	<u>Total Cost</u>
<b>Labor:</b>			
Foreman	32.0	\$95.65	\$3,060.80
Operator	32.0	\$95.65	\$3,060.80
Laborer	16.0	\$95.65	\$1,530.40
<b>Equipment:</b>			
Komatsu PC-490	16.0	\$128.00	\$2,048.00
CAT 963	16.0	\$85.00	\$1,360.00
Pickup w/ Tools	32.0	\$10.00	\$320.00
<b>Materials:</b>			
Gravel	115 TN	\$28.30	\$3,254.50
Tensar Mat	700 SF	\$2.00	\$1,400.00
Sub Total			\$16,034.50
10% Markup			<u>\$1,603.45</u>
Sub Total			\$17,637.95
TOTAL ITEM #1			\$17,637.95

### Price #2: Estimated Work to Stabilize Open Cut Casing and Manhole with Concrete Slab and Pipe Foundation to East:

Four Man Crew for One Day for Concrete Pad/Four Man Crew for Two Days for Pipe Foundation.

<u>Item</u>	<u>Quantity</u>	<u>Cost</u>	<u>Total Cost</u>
<b>Labor:</b>			
Foreman	31.0	\$95.65	\$2,965.15
Operator	56.0	\$95.65	\$5,356.40
Laborer	31.0	\$95.65	\$2,965.15
<b>Equipment:</b>			
Komatsu PC-490	31.0	\$128.00	\$3,968.00
CAT 963	31.0	\$85.00	\$2,635.00
Pickup w/ Tools	42.0	\$10.00	\$420.00
<b>Materials:</b>			

Gravel	205 TN	\$28.30	\$5,801.50
Tensar Mat	1200 SF	\$2.00	\$2,400.00
Non Woven Fabric	2 ROLLS	\$580.00	\$1,160.00
Rebar	1 LOT	\$179.40	\$179.40
Concrete	4 CY	\$205.00	\$820.00
Short Load Charge	1 EA	\$130.00	\$130.00
Sub Total			\$28,800.60
10% Markup			<u>\$2,880.06</u>
Sub Total			\$31,680.66
TOTAL ITEM #1			\$31,680.66

Estimated Price for 280' of Stabilization of Pipe Trench (Not Including Concrete Mat) is \$75.00 Per Foot. Amount In Item #2 Above for Pipe Trench Stabilization is \$21,000.00. For full length between connection and Manhole #1 (322') Stabilization cost at \$75.00 per Foot would be \$24,150.00,

Price #1: Work to Date to Stabilize Bore Pit and Open Cut Casing:	<b>\$17,637.95</b>
Price #2: Estimated Work to Stabilize Open Cut Casing and Manhole with Concrete Slab and Pipe Foundation to East:	<b>\$31,680.66</b>
Price #3: Estimated Work to Stabilize Open Cut Casing and Manhole with Concrete Slab and Pipe Foundation (322')	<b>\$34,830.66</b>

Please give me a call if you would like to go over these items once more.

Please let me know if you have any questions.

Sincerely,

Joseph D. Blecha, P.E.  
Beemer Construction

## City Council Action Item

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**Council Meeting Date:** December 12, 2024

**Department:** Community Development

**Agenda Item: Consider Ordinance No. 2173 Adopting The Planning Commission's Recommendation To Approve A Conditional Use Permit (CU2024-0102) Allowing For A Communication Tower Over 60 Feet In Height In The AG (Agricultural) District For K C Power & Light Co. On The Property Located At 18827 Dillie Road, Edgerton, Kansas.**

**Background/Description of Item:**

The City of Edgerton has received Application CU2024-0102 requesting a Conditional Use Permit (CUP) for a communication tower over 60 feet in height for K C Power & Light Co. (aka Evergy), located at 18827 Dillie Road. An existing 220-foot-tall monopole communications tower has existed on the southwest corner of the site since at least 1994. The proposal for a new communications tower is to replace the existing monopole with a 230-foot tall self-support tower, just to the south of the existing property.

In order to recommend approval or disapproval of a proposed CUP, the Governing Body shall determine whether the proposed use is found to be generally compatible with surrounding development and is in the best interest of the City. In making such determination, Article 7, Section 7.1(C) of the UDC states that the Governing Body may consider all factors they deem relevant. City Staff has reviewed Application CU2024-0102 with respect to all these requirements and staff's analysis can be found in the staff report from the November 12 Planning Commission meeting, which is included in this packet. The staff report presented to the Planning Commission outlining the findings of staff's review is included in the packet.

On November 12, 2024 the City of Edgerton Planning Commission held a public hearing regarding Application CU2024-0102, and the Planning Commission recommended approval of the Conditional Use Permit, as stipulated in the staff report, with a 4-0 vote. One individual spoke at the public hearing, with a question to the change in proposed lighting on the tower. The applicant shared at the public hearing that there was no proposed change to the lighting.

**Related Ordinance(s) or Statue(s):** UDC, Article 7

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**Funding Source:** N/A

**Budget Allocated:** N/A

**Finance Director Approval:** N/A

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**Recommendation: Approve Ordinance No. 2173 Adopting The Planning Commission's Recommendation To Approve A Conditional Use Permit (CU2024-0102) Allowing For A Communication Tower Over 60 Feet In Height In The AG (Agricultural) District For K C Power & Light Co. On The Property Located At 18827 Dillie Road, Edgerton, Kansas.**

**Enclosed:**

- Draft Ordinance No. 2173
- CU2024-0102 Staff Report prepared for the November 12, 2024 Planning Commission Meeting
- Excerpt from draft Minutes – November 12, 2024 Planning Commission Meeting

**Prepared by:** Zachary Moore, Development Services Director



## **ORDINANCE NO. 2173**

### **AN ORDINANCE ADOPTING THE RECOMMENDATION OF THE CITY OF EDGERTON PLANNING COMMISSION TO APPROVE A CONDITIONAL USE PERMIT (CU2024-0102) ALLOWING A COMMUNICATIONS TOWER OVER 60 FEET IN HEIGHT IN THE AG (AGRICULTURAL) DISTRICT LOCATED AT 18827 DILLIE ROAD, EDGERTON, KANSAS**

**WHEREAS**, the City of Edgerton, Kansas received Application CU2024-0102 for a Conditional Use Permit from Selective Site Consultants (the "Applicant") on October 3, 2024 for the property located at 18827 Dillie Road, Edgerton, Kansas (the "Property"); and

**WHEREAS**, both at the time of application and at the time of the signing of this Ordinance, the property is owned by K C Power & Light Co. (the "Owner"); and

**WHEREAS**, the Owner has signed and submitted an affidavit granting the Applicant the permission to apply for a Conditional Use Permit on the Property; and

**WHEREAS**, the Applicant is requesting permission to construct, pursuant to the terms of a Conditional Use Permit, a communications tower over 60 feet in height; and

**WHEREAS**, the Edgerton Planning Commission held a public hearing on November 12, 2024 regarding the requested Conditional Use Permit in accordance with the requirements as set forth in the Edgerton Zoning Regulations; and

**WHEREAS**, the Edgerton Planning Commission voted to approve the Conditional Use Permit request for a period of ten (10) years, conditioned on the following being adhered to by the Applicant and any future owner or tenant of the Property within that ten-year period.

1. This Conditional Use Permit will be valid for ten (10) years from the date of approval by the City of Edgerton Governing Body.
2. The agreement to remove the tower following the cessation of use must be entered into prior to the completion of the final inspection of the tower.

**WHEREAS**, the City Governing Body, after reviewing the Conditional Use Permit and considering the criteria set forth in Article 7 of the City Zoning regulations and the recommendations of the Planning Commission, finds the Conditional Use Permit should be approved upon the terms described above.

**WHEREAS**, all required newspaper and mailing notifications were performed.

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

**Section 1.** The proposed Conditional Use Permit for a communications tower over 60 feet in height is hereby approved for the property located at 18827 Dillie Road, Edgerton, Kansas.

**Section 2.** The Conditional Use Permit approved by this Ordinance is expressly conditioned on the Applicant/Owner's strict compliance with the two (2) conditions set forth above, which were recommended by the Edgerton City staff, Planning Commission, and approved by the Edgerton City Council.

**Section 3.** The validity of this Conditional Use Permit is conditioned upon the strict compliance by the Applicant/Owner with the provisions contained herein as well as strict compliance with the City of Edgerton Zoning Regulations. Should the Applicant/Owner fail to comply with any term or provision thereof and should such failure continue following written notice from the City to the Applicant/Owner specifying the breach and actions to be taken to cure the same, then, at the direction of the City Administrator, the Applicant/Owner will be notified that this Conditional Use Permit is revoked, and all uses permitted herein on the Property must immediately cease. Reinstatement following default may only occur through action of the Governing Body. Wholly separate and apart from the specific conditions of the City's Zoning Regulations are the City's interest and duties to protect the public health, safety and welfare. The Applicant/Owner agrees that this Ordinance shall not operate or be construed to impede or impair the lawful function of City government operation in this area.

**Section 4.** This Ordinance shall take effect and be enforced from and after its publication once in the official City newspaper. All Zoning Regulations of the City of Edgerton, Kansas affecting the use of the Property heretofore described which are inconsistent with this Ordinance are hereby made inapplicable to said Property until the Conditional Use Permit expires, is vacated, or is declared null and void.

ADOPTED BY THE GOVERNING BODY AND APPROVED BY THE MAYOR OF THE CITY OF EDGERTON, KANSAS ON THE 12<sup>th</sup> DAY OF DECEMBER, 2024.

CITY OF EDGERTON, KANSAS

By: \_\_\_\_\_  
Donald Roberts, Mayor

ATTEST:

\_\_\_\_\_  
Alexandria Clower, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
TODD LUCKMAN for  
Stumbo Hanson, LLP, City Attorneys

## EVERGY COMMUNICATIONS TOWER

Application CU2024-0102  
18827 Dillie Road

### QUICK FACTS

#### PROJECT SUMMARY AND REQUESTED APPROVALS

The Applicant is requesting approval of a Conditional Use Permit for a communications tower taller than 60 feet.

#### Owner and Applicant

K C Power & Light Co.

#### Existing Zoning and Land Use

The property is currently zoned A-G (Agricultural) District. A communications tower and Evergy substation are currently on the property.

#### Parcel Size

67.69± acres

#### Staff Report Prepared by

Chris Clinton



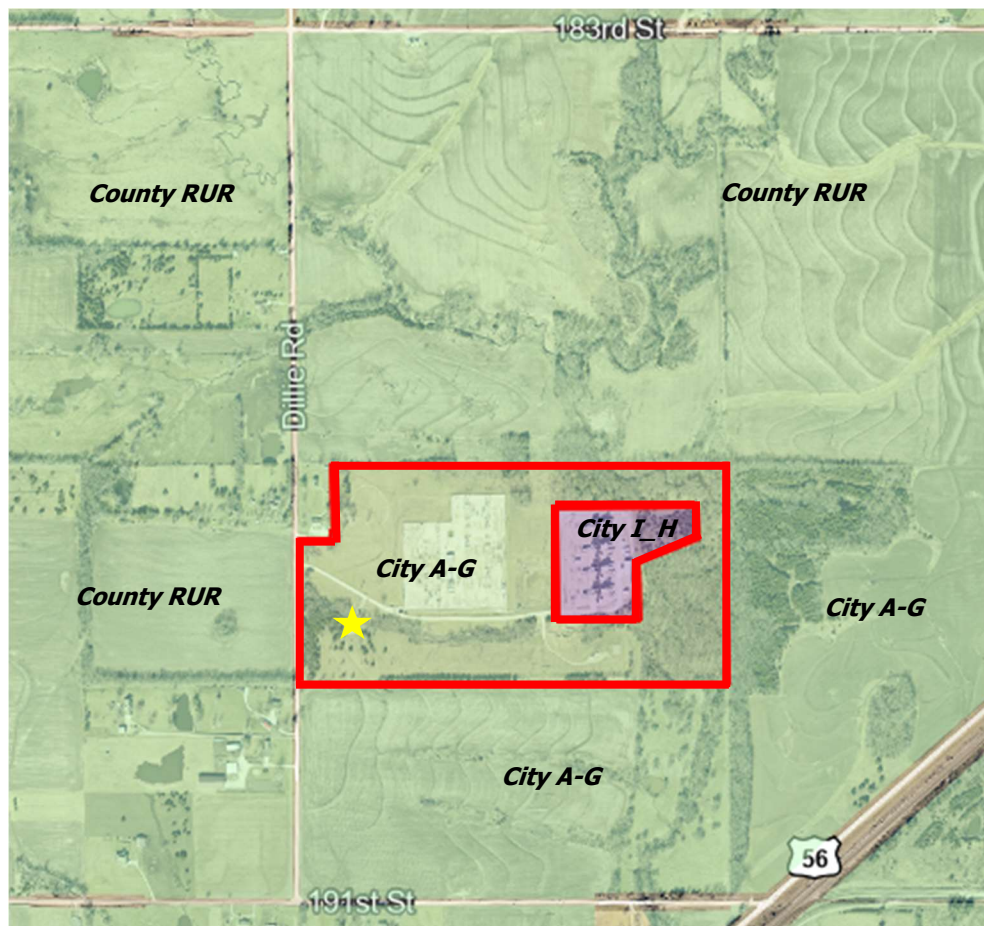
## BACKGROUND

### 1. Proposal

The applicant is requesting a Conditional Use Permit for a new 230-foot tall communications tower on the property located at 18829 Dillie Road. The existing 220-foot tower will be removed from the site. As part of the new tower, a new equipment shelter is also proposed. The applicant has indicated that the equipment and area will be enclosed by a fence. Communication towers greater than 60 feet in height require approval of a Conditional Use Permit, which requires a public hearing before the Planning Commission.

### 2. Subject Site History

The 67.69± acre subject property was annexed on April 23, 2009 (Ordinance 854). The existing communications tower was located on the subject property prior to the annexation into the City of Edgerton. There is a 10.10± acre section of the subject property that is zoned I-H (Heavy Industrial) which has an electrical sub-station located on it to the east of the existing tower. The proposed tower will be located just south of the existing tower.

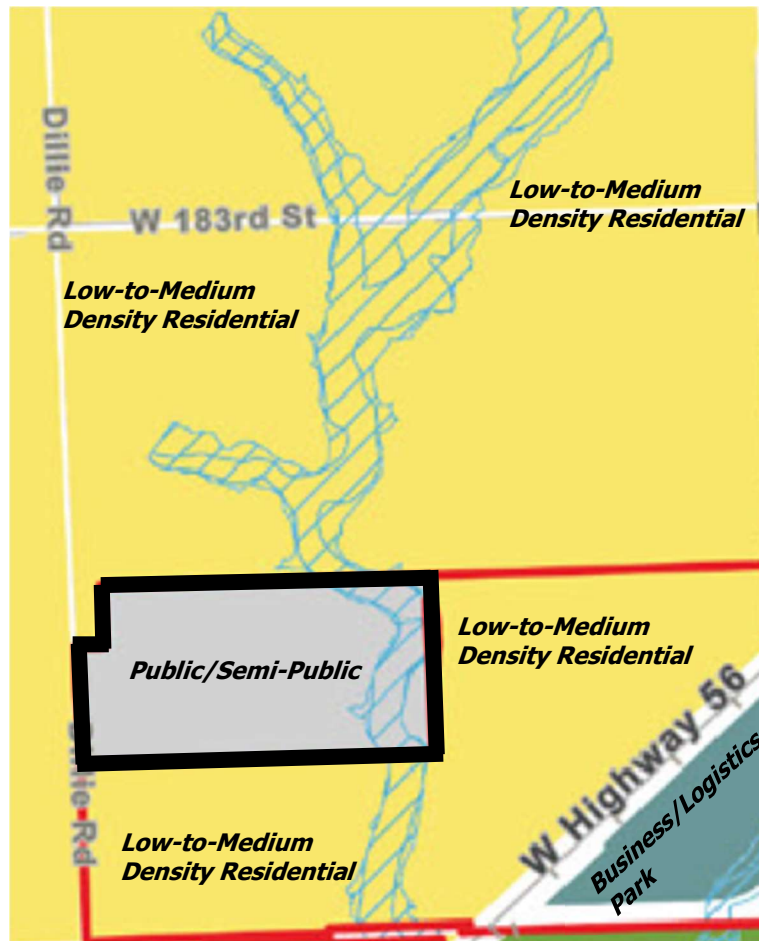


**Figure 1 – Zoning Map. Subject Property Outlined in Red. Location of the communications tower is indicated by the Yellow star.**



**CONDITIONAL USE PERMIT REVIEW**

**Figure 2** below shows the future land use designation for the area, with the subject property outlined in black:



**Figure 2**

City staff reviewed the Conditional Use Permit under the requirements outlined in Article 7 – Conditional Uses of the UDC.

The purpose of this article is to provide for certain uses, which because of their unique characteristics cannot be distinctly listed as a permitted use in a particular zoning district. The Planning Commission may recommend approval of Conditional Uses to the Governing Body after consideration in each case of the impact of such uses upon neighboring uses, the surrounding area, and the public need for the particular use at the particular location. Limitations and standards are herein established to ensure the use's consistency with the character, uses and activities in the zoning district. Before any Conditional Use may be approved, the Governing Body shall review the record of the public hearing held by the Planning Commission.

The Planning Commission, in accordance with the procedures and standards of the UDC, may recommend the Governing Body authorize buildings, structures, and uses as Conditional Uses in specific instances and in particular districts set forth provided that:

- a. the location is appropriate and consistent with the Comprehensive Plan;

- b. that the public health, safety, morals, and general welfare will not be adversely affected;
- c. the necessary safeguards will be provided to surrounding property, persons, and neighborhood values; and
- d. further provide that additional standards of this Article be specified as a condition of approval.

### **Section 7.1 Issuance of Conditional Uses**

**Criteria.** In order to recommend approval or disapproval of a proposed conditional use permit, both the Planning Commission and the Governing Body shall determine whether the proposed use is found to be generally compatible with surrounding development and is in the best interest of the City. In making such determination, the Planning Commission and Governing Body may consider all factors they deem relevant to the questions of compatibility and the best interest of the City, including the following:

1. The extent to which there is a need in the community for the proposed use.
  - a. *The proposed communications tower will replace the existing tower and be outfitted with new equipment to provide the community with connections to televisions, radio, cell phones, and internet.*
2. The character of the neighborhood, including but not limited to: zoning, existing and approved land use, platting, density (residential), natural features, and open space.
  - a. *The subject property is in a low-density residential area that is zoned Rural or Agricultural. The subject property does have an electrical sub-station in an I-H (Heavy Industrial) zoned area. There is landscaping along the property lines along Dillie Road and the southern property line. There is a historical site to the north of the location of the tower, the Lanesfield School.*
3. The nature and intensity of the proposed use and its compatibility with the zoning and uses of nearby properties. Such determination should include the location, nature, and height of structures, walls, fences, and other improvements connected with the proposed use, their relation to adjacent property and uses, and the need for buffering and screening.
  - a. *The neighboring properties are all zoned either RUR (Rural) or A-G (Agricultural). There is an existing electrical sub-station and supporting infrastructure to the east of the sub-station. The existing tower is 220 feet tall and is proposed to be replaced by a 230-tall tower. The existing tower is guyed to remain upright and the proposed tower is self-supporting, resulting in a smaller area needed for the overall structural support of the tower. The proposal is compatible with the surrounding properties.*
4. Suitability of the uses of the property without the proposed conditional use permit.
  - a. *The subject property is currently developed with an electrical substation, which is permitted by right in the AG District. Communication towers are permitted by right if the height of the tower does not exceed 60 feet. A lower height of the tower would not allow the applicant to utilize the proposed antennas on the tower, limiting community access to television, radio, cellular reception, and internet.*
5. Length of time the subject property has remained vacant without the proposed conditional use permit.
  - a. *Per Johnson County AIMS, a communications tower has been on the subject property since at least 1994. The electrical sub-station has been on the subject property for the same timeframe.*

6. The extent to which the proposed use may detrimentally affect nearby property.
  - a. *The nearby properties are not detrimentally affected by the existing tower and the proposed tower will not detrimentally affect nearby properties.*
7. The adequacy of ingress and egress to and within the site of the proposed use, traffic flow and control, the adequacy of off-street parking and loading areas, the adequacy of required yard and open space requirements and sign provisions.
  - a. *The proposed tower does have an access drive from Dillie Road and does allow for vehicles to turn around off the road. Any vehicles needing to access the tower will have space to park well off the road. All requirements for A-G zoned parcels have been met.*
8. The availability and adequacy of required utilities and services to serve the proposed use. These utilities and services include, but are not limited to, sanitary and storm sewers, water, electrical and gas service, police and fire protection, schools, parks and recreation facilities and services, and other similar public facilities and services.
  - a. *The only utility that would be required for the tower would be electricity which is onsite.*
9. The extent to which the proposed use would adversely affect the capacity or safety of that portion of the road network influenced by the proposed use, or present parking problems in the vicinity of the property.
  - a. *The tower will not affect the capacity or safety of the road network or present any parking problems.*
10. The environmental impacts that the proposed use would create (if any) including, but not limited to, excessive storm water runoff, water pollution, air pollution, noise pollution, excessive nighttime lighting or other environmental harm.
  - a. *There are no environmental impacts of the proposed tower.*
11. The economic impact of the proposed use on the community.
  - a. *The new tower does not provide a direct economic impact to the community.*
12. The relative gain (if any) to the public health, safety, and welfare from a denial of the application for conditional use permit as compared to the hardship imposed upon the conditional use applicant from such denial.
  - a. *There would be little to no gain to the public health, safety, and welfare of the City of Edgerton should this request be denied. If the request is denied, the existing tower would be permitted to remain, however upgrades to the tower that are required would not be able to be made, as the applicant has indicated that the tower cannot structurally support the upgrades required for grid modernization.*
13. Consistency with the Comprehensive Plan, Capital Improvement Plan, ordinances, policies, and applicable City Code of the City of Edgerton, and the general safety, health, comfort and general welfare of the community.
  - a. *The Future Land Use Map (FLUM) within the Comprehensive Plan designates the subject property as Public/Semi-Public, and the proposed tower is consistent with the FLUM.*
14. In addition to the above criteria, the recommendation of professional staff is also required per Ordinance 798 (2005). Staff recommendations are addressed in the Recommendations Section of this Staff Report.

**Section 7.2.A.6 Specific District Requirements**

1. Facility must not be located in an area used or planned for residential purposes.
  - a. *The FLUM shows the subject property remaining Public/Semi-Public and is not planned for residential development.*
2. The facility must be located a horizontal distance equal to its total height plus 50 feet from any building used for human habitation (other than the principal use), and/or any road.
  - a. *The proposed tower is over 320 feet away from Dillie Road, which is the closest road or building used for human habitation. This requirement has been met as the tower would need to be at a minimum distance of 280 feet from Dillie Road.*
3. The applicant must demonstrate the necessity for the tower by demonstrating that this facility cannot reasonably be co-located on an existing tower or structure.
  - a. *The applicant has indicated that the proposed equipment cannot be located on the existing tower per structural analysis. The equipment is needed to modernize the grid.*
4. The applicant shall show that the new tower is designed to accommodate additional antennae equal in number to the applicant's present and future need and will accommodate two co-located antennae requested by public or private concerns.
  - a. *The provided plans show that the existing tower currently has four (4) antennas, and the new proposed tower will have the four (4) relocated antennas, six (6) new antennas, and possible location of new antennas that could be added to the tower.*
5. Submission of an acceptable agreement to remove the tower and/or antenna within 180 days after cessation of use.
  - a. *This agreement is currently being drafted and must be completed prior to completion of the final inspection of the tower. This is included as a stipulation of staff's recommendation.*

**DOCUMENTS INCLUDED IN PACKET**

Sheet #	Title	Date on Document
T-1.0	Title Sheet	09/26/2024
	Survey	09/26/2024
A-1.0	Overall Site Plan	09/26/2024
A-1.1	Existing Enlarged Site Plan	09/26/2024
A-1.2	Final Enlarged Site Plan	09/26/2024
A-2.0	Tower Elevations	09/26/2024
A-2.1	Antenna Plan & Key	09/26/2024
A-3.0	Equipment Details (1 of 4)	09/26/2024
A-3.1	Equipment Details (2 of 4)	09/26/2024
A-3.2	Equipment Details (3 of 4)	09/26/2024
A-3.3	Equipment Details (4 of 4)	09/26/2024
A-4.0	Shelter Elevations	09/26/2024
E-1.0	Enlarged Utility Plan	09/26/2024
E-2.0	One Line Diagram	09/26/2024
E-3.0	Electrical Details	09/26/2024
E-4.0	Meter Center Detail	09/26/2024



E-5.0	PLTE Rack Layout & Power Distribution	09/26/2024
E-6.0	PLTE Terminal Strip Layout	09/26/2024
E-7.0	Network Schematic One-Line Diagram	09/26/2024
E-8.0	Tower OVP Wiring Diagram	09/26/2024
G-1.0	Grounding Plan	09/26/2024
G-2.0	Grounding Rising Diagram	09/26/2024
G-3.0	Grounding Details (1 of 3)	09/26/2024
G-3.1	Grounding Details (2 of 3)	09/26/2024
G-3.2	Grounding Details (3 of 3)	09/26/2024
G-4.0	Grounding Systems	09/26/2024
SP-1.0	Specifications (1 of 6)	09/26/2024
SP-1.1	Specifications (2 of 6)	09/26/2024
SP-1.2	Specifications (3 of 6)	09/26/2024
SP-2.0	Specifications (4 of 6)	09/26/2024
SP-3.0	Specifications (5 of 6)	09/26/2024
SP-3.1	Specifications (6 of 6)	09/26/2024

### STAFF RECOMMENDATION

Staff recommends approval of Conditional Use Permit **Application CU2024-0102**, *Everygy Communications Tower* with the following stipulations:

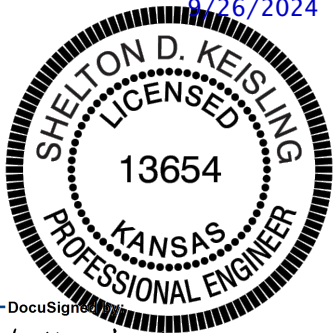
1. This Conditional Use Permit will be valid for ten (10) years from the date of approval by the City of Edgerton Governing Body.
2. The agreement to remove the tower following the cessation of use must be entered into prior to the completion of the final inspection of the tower. .

***Note: For Application CU2024-0102 the Planning Commission is the recommending body for the application to the Governing Body. This application will be presented to the Governing Body on December 12, 2024.***



APPLICANT SITE NAME:  
WEST GARDNER

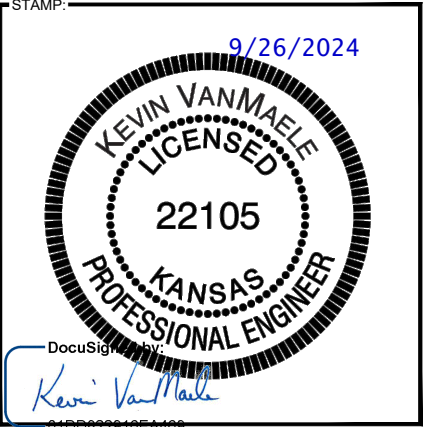
APPLICANT SITE NUMBER:  
KS1019



DocuSign Envelope ID: EF94D8A5B80B407...

EVERGY PROJECT TYPE:  
NSB REPLACEMENT

DRAWING DESCRIPTION:  
FINAL CD



ENGINEERING LICENSE STATE OF KANSAS		
PE CERTIFICATE OF AUTHORIZATION # E-571		
ENGINEER:	PE#:	DISCIPLINE:
KMV KEVIN M. VANMAELE	22105	CIVIL
REJ ROBERT E. JENSEN	16096	CIVIL
CG CHRISTOPHER GIANNOTTI	26673	CIVIL
SDK SHELTON D. KEISLING	13654	ELECTRICAL
TMS TERRANCE M. SUPER	9250	ELECTRICAL

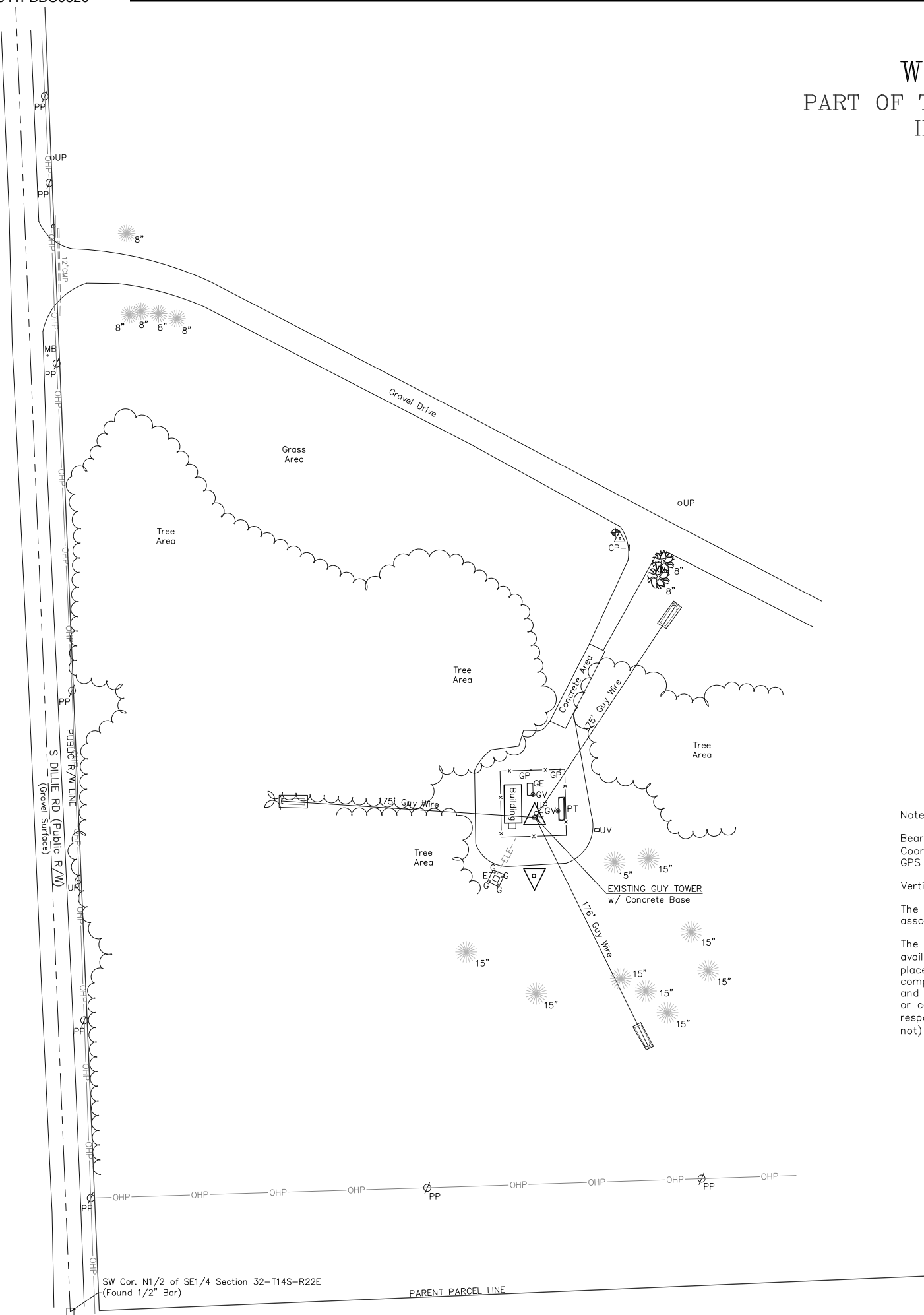
AERIAL MAP		SITE INFORMATION	PROJECT INFORMATION	DRAWING INDEX		
		<p><u>SITE ADDRESS:</u> 18827 DILLIE RD EDGERTON, KS 66021</p> <p><u>COUNTY:</u> JOHNSON</p> <p><u>PROPERTY OWNER:</u> EVERGY</p> <p><u>TOWER INFORMATION:</u> LATITUDE: 38.786614° N (NAD 83) LONGITUDE: 94.990875° W (NAD 83) GROUND ELEV: 1009.00' AMSL TOWER HEIGHT: 230'-0" AGL TOWER TYPE: SELF SUPPORT TOWER APPLICANT CL: 180'-0" AGL ASR NUMBER: 1031287</p> <p><u>APPLICANT:</u> EVERGY 1200 MAIN ST KANSAS CITY, MO 64105</p>	<p><u>PROJECT:</u> NSB REPLACEMENT</p>	SHEET NO.	SHEET DESCRIPTION	DISC.
				T-1.0	TITLE SHEET	C/E
					SURVEY (BY OTHERS)	
				A-1.0	OVERALL SITE PLAN	C
				A-1.1	EXISTING ENLARGED SITE PLAN	C
				A-1.2	FINAL ENLARGED SITE PLAN	C
				A-2.0	TOWER ELEVATIONS	C
				A-2.1	ANTENNA PLAN & KEY	C
				A-3.0	EQUIPMENT DETAILS (1 OF 4)	C
				A-3.1	EQUIPMENT DETAILS (2 OF 4)	C
				A-3.2	EQUIPMENT DETAILS (3 OF 4)	C
				A-3.3	EQUIPMENT DETAILS (4 OF 4)	C
				A-4.0	SHELTER ELEVATIONS	C
				E-1.0	ENLARGED UTILITY PLAN & DETAILS	E
				E-2.0	ONE LINE DIAGRAM	E
				E-3.0	ELECTRICAL DETAILS	E
				E-4.0	METER CENTER DETAIL	E
				E-5.0	PLTE RACK LAYOUT & POWER DISTRIBUTION	E
				E-6.0	PLTE TERMINAL STRIP LAYOUT	E
				E-7.0	NETWORK SCHEMATIC ONE-LINE DIAGRAM	E
				E-8.0	TOWER OVP WIRING DIAGRAM	E
				G-1.0	GROUNDING PLAN	E
				G-2.0	GROUNDING RISER DIAGRAM	E
				G-3.0	GROUNDING DETAILS (1 OF 3)	E
				G-3.1	GROUNDING DETAILS (2 OF 3)	E
				G-3.2	GROUNDING DETAILS (3 OF 3)	E
				G-4.0	GROUNDING SYSTEMS	E
				SP-1.0	SPECIFICATIONS (1 OF 6)	C
				SP-1.1	SPECIFICATIONS (2 OF 6)	C
				SP-1.2	SPECIFICATIONS (3 OF 6)	C
				SP-2.0	SPECIFICATIONS (4 OF 6)	C
				SP-3.0	SPECIFICATIONS (5 OF 6)	E
				SP-3.1	SPECIFICATIONS (6 OF 6)	E

SITE PLAN EXHIBIT  
WEST GARDNER KS1019  
PART OF THE SE 1/4, SECTION 32, T14S, R22E,  
IN JOHNSON COUNTY, KANSAS

PROPOSED CELL TOWER DATA  
Center of Tower  
Lat 38°47'11.81" North  
(38.786614°)  
Long 94°59'27.15" West  
(-94.990875°)  
  
Ground Elevation = 1009ft

BENCH MARK  
Top of 1/2" Iron Bar w/  
Control Cap at CP-1  
Elevation = 1010.17ft

EXISTING CELL TOWER DATA  
Center of Tower  
Lat 38°47'12.21" North  
(38.786725°)  
Long 94°59'27.12" West  
(-94.990867°)  
  
Ground Elevation = 1008ft  
Top of Tower = 1228ft  
Top of Top Appurtenance = 1253ft



LEGEND	
POWER POLE	Ø PP
UTILITY PEDESTAL	o UP
ELECTRIC TRANSFORMER	□ ET
UTILITY VAULT	□ UV
ANCHOR	⌋
GAS VALVE	• GV
MAIL BOX	• MB
SIGN	—
GATE POST	• GP
GUARD POST	• G
EXISTING GUY TOWER	△
PROPOSED SELF-SUPPORT TOWER	△
TREE (DIA.)	⊗
CEDAR/PINE (DIA.)	⊗
TREE LINE	⌋
FENCE	— x —
OVERHEAD POWER LINE	— OHP —
UNDERGROUND ELECTRIC LINE	--- ELE ---
BENCHMARK	⊕
CONTROL POINT	△
GENERATOR ON CONCRETE PAD	GE
PROPANE TANK ON CONCRETE PAD	PT

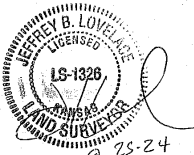
Notes:

Bearings shown hereon are referenced to Grid North of the Kansas State Plane Coordinate System of 1983 (NAD 83), (2011 ADJ.), North Zone. Obtained by static GPS observations and Rinex File submittals for NGS Opus solutions.

Vertical Datum = NAVD88 using GEOID12B

The purpose of this survey is to establish and describe a Lease Area and associated Easements. This is not a boundary survey of the Parent Parcel.

The utilities as shown on this drawing were developed from the information available (existing utility maps, aboveground observations and or surface markings placed on the ground by the utility company or a representative thereof). This company has made no attempt to excavate or go below surface to locate utilities and does not extend or imply a guaranty or warranty as to the exact location of or complete inventory of utilities in this area. It shall be the contractors responsibility to verify the location and depth of all utilities (whether shown or not) prior to excavation or construction and to protect said utilities from damage.



SITE

S DILLIE RD

W 191ST ST

SSC

LOVELACE & ASSOCIATES

Land Surveying - Land Planning

Telecommunications Surveys

929 SE 3rd Street Lee's Summit, Missouri 64063

Phone: (816) 347-9997 Fax: (816) 347-9979

SURVEY PROVIDED BY:

LOVELACE AND ASSOCIATES, LLC  
P.O. BOX 68,  
LEE'S SUMMIT, MO 64063  
TELEPHONE: 816-347-9997  
FAX: 816-347-9979

SURVEY PROVIDED FOR:

SSC  
7171 W. 95TH STREET,  
SUITE 600  
OVERLAND PARK, KS 66212  
TELEPHONE: 913-438-7700

SCALE

1" = 40'

40' 0 40' 80'

FLOOD NOTE:

According to my interpretations of Community Panel No. 20091C0118G of the Flood Insurance Rate Map for Johnson County, Kansas, the subject property is in Flood Zone "X", ie. "areas determined to be Outside the 0.2% annual chance floodplain".

KANSAS ONE CALL SYSTEMS, INC.

CALL BEFORE YOU DIG - DRILL - BLAST

CALL 811 WITHIN STATE

(DIG-SAFE)

kansasonecall.com

SITE I.D.: KS1019

SITE NAME: WEST GARDNER

SITE LOCATION:  
CITY OF EDGERTON,  
JOHNSON COUNTY, KS

LA PROJECT NO.: 23223

DRAWN BY: A.C.T.

CHECKED BY: J.B.L.

DATE: 11-16-23

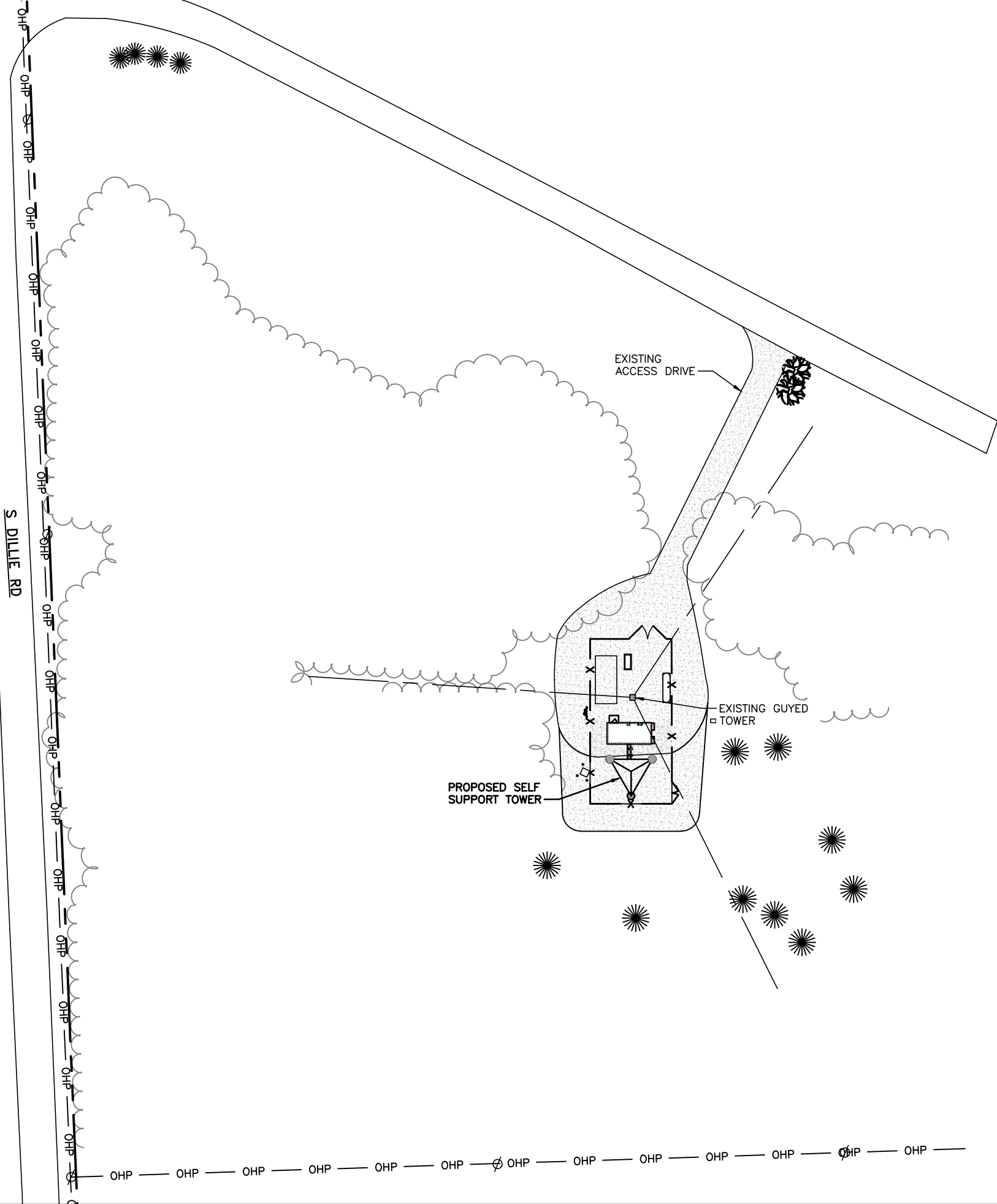
FIELDWORK DATE: 11-12-23

Certificate of Authority:  
Kansas - LS-154

SHEET NUMBER

1 OF 1





OVERALL SITE PLAN

STAMP: 9/26/2024  
  
DocuSign Envelope ID: 98F6F607-3E32-4993-8AC0-B541FBBC0320  
*Kevin VanMaele*

ENGINEERING LICENSE  
STATE OF KANSAS  
PE CERTIFICATE OF AUTHORIZATION # E-571  
ENGINEER: PE#: DISCIPLINE:  
KMV KEVIN M. VANMAELE 22105 CIVIL C  
REJ ROBERT E. JENSEN 16096 CIVIL CC  
CG CHRISTOPHER GIANNOTTI 26673 CIVIL C  
SDK SHELTON D. KEISLING 13654 ELECTRICAL E  
TMS TERRANCE M. SUPER 9250 ELECTRICAL E

PLANS PREPARED FOR:

PLANS PREPARED BY:

DRAWING NOTICE:  
THIS DRAWING HAS NOT BEEN PUBLISHED AND IS THE SOLE PROPERTY OF SSC, INC. AND IS LENT TO THE BORROWER FOR THEIR CONFIDENTIAL USE ONLY, AND IN CONSIDERATION OF THE LOAN OF THIS DRAWING, THE BORROWER PROMISES AND AGREES TO RETURN IT UPON REQUEST AND AGREES THAT IT WILL NOT BE REPRODUCED, COPIED, LENT OR OTHERWISE DISPOSED OF DIRECTLY OR INDIRECTLY, NOR USED FOR ANY PURPOSE OTHER THAN FOR WHICH IT IS FURNISHED.

SUBMITTALS:

	DESCRIPTION	DATE	BY	REV
ISSUED FOR REVIEW		08/27/24	WAG	A
REISSUED FOR CLIENT COMMENTS		09/26/24	WAG	B
ISSUED FOR CONSTRUCTION		09/26/24	WAG	0

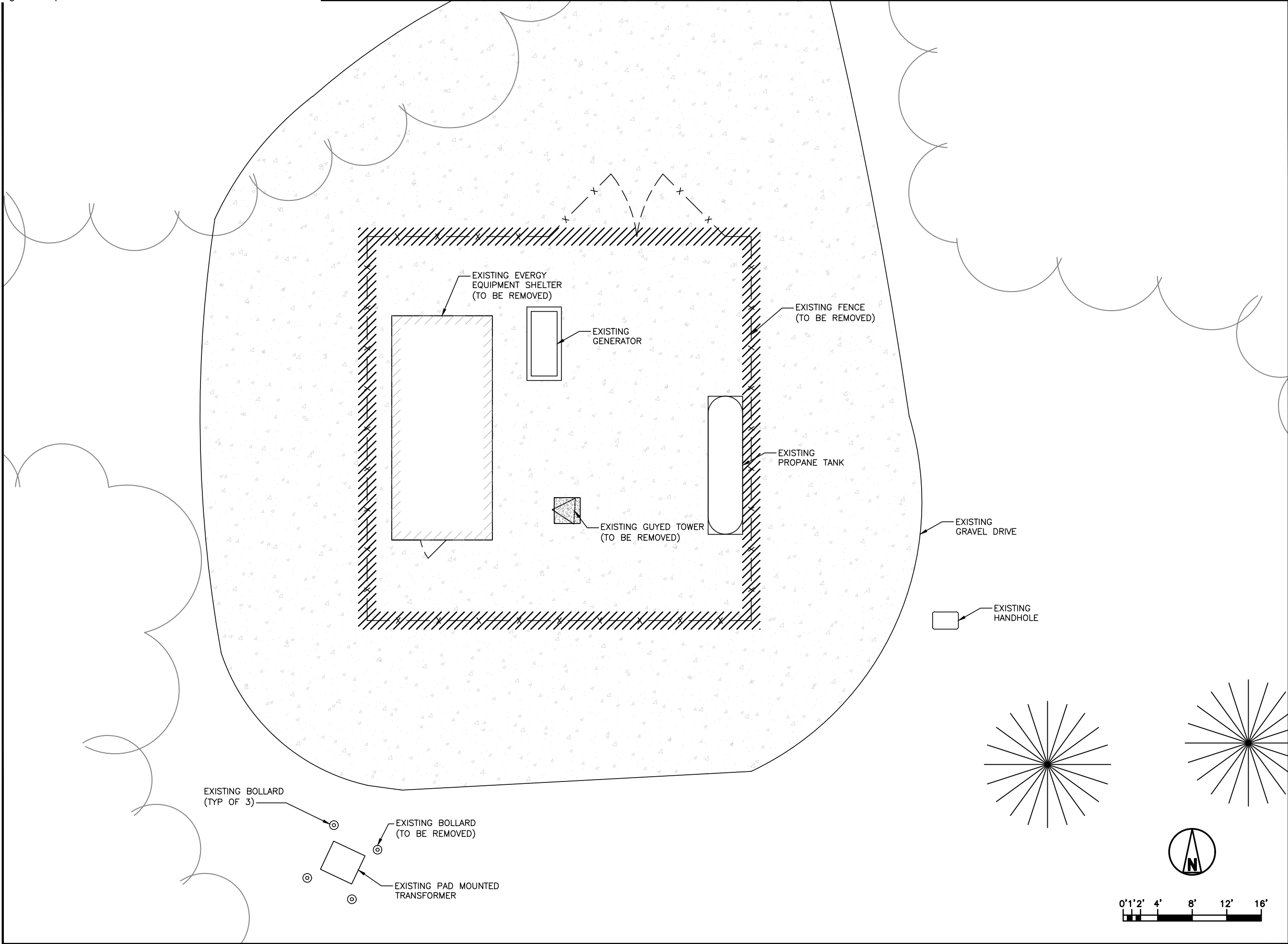
APPLICANT SITE NAME:  
WEST GARDNER

APPLICANT SITE NUMBER:  
KS1019

SITE ADDRESS:  
18827 DILLIE RD  
EDGERTON, KS 66021

SHEET DESCRIPTION:  
OVERALL SITE PLAN

SHEET #:  
A-1.0



STAMP:

9/26/2024

KEVIN VANMAELE  
LICENSED  
22105  
KANSAS  
PROFESSIONAL ENGINEER

DocuSign Envelope ID: 98F6F607-3E32-4993-8AC0-B541FBBC0320

Kevin VanMaele

ENGINEERING LICENSE STATE OF KANSAS			
PE CERTIFICATE OF AUTHORIZATION # E-571			
ENGINEER:	PE#:	DISCIPLINE:	
KMV KEVIN M. VANMAELE	22105	CIVIL	C
REJ ROBERT E. JENSEN	16096	CIVIL	C
CG CHRISTOPHER GIANNOTTI	26673	CIVIL	C
SDK SHELTON D. KEISLING	13654	ELECTRICAL	E
TMS TERRANCE M. SUPER	9250	ELECTRICAL	E



PLANS PREPARED FOR:

PLANS PREPARED BY:

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REISSUED FOR CLIENT COMMENTS			09/26/24	WAG	B
ISSUED FOR CONSTRUCTION			09/26/24	WAG	0

APPLICANT SITE NAME:

WEST GARDNER

APPLICANT SITE NUMBER:

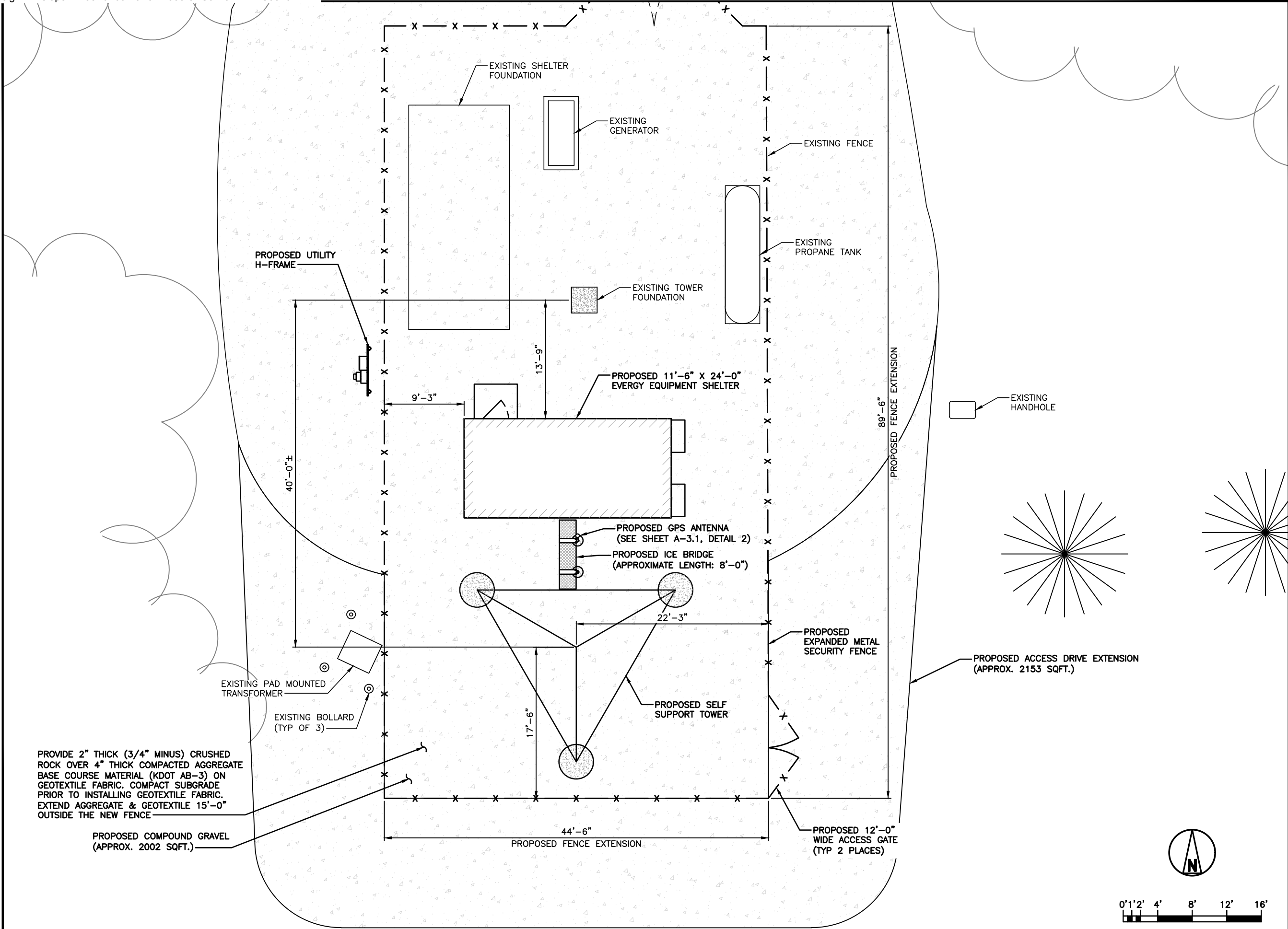
KS1019

SITE ADDRESS:

18827 DILLIE RD  
EDGERTON, KS 66021

SHEET DESCRIPTION:	SHEET #:
EXISTING ENLARGED SITE PLAN	A-1.1

EXISTING ENLARGED SITE PLAN



STAMP:

9/26/2024

KEVIN VANMAELE

LICENSED

22105

KANSAS

PROFESSIONAL ENGINEER

DocuSign Envelope ID: 98F6F607-3E32-4993-8AC0-B541FBBC0320

Kevin VanMaele

ENGINEERING LICENSE

STATE OF KANSAS

PE CERTIFICATE OF AUTHORIZATION # E-571

ENGINEER:

PE#:

DISCIPLINE:

KMV KEVIN M. VANMAELE 22105 CIVIL

REJ ROBERT E. JENSEN 16096 CIVIL

CG CHRISTOPHER GIANNOTTI 26673 CIVIL

SDK SHELTON D. KEISLING 13654 ELECTRICAL

TMS TERRANCE M. SUPER 9250 ELECTRICAL

PLANS PREPARED FOR:

PLANS PREPARED BY:

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ISSUED FOR CONSTRUCTION	09/26/24	WAG	0

APPLICANT SITE NAME:

WEST GARDNER

APPLICANT SITE NUMBER:

KS1019

SITE ADDRESS:

18827 DILLIE RD  
EDGERTON, KS 66021

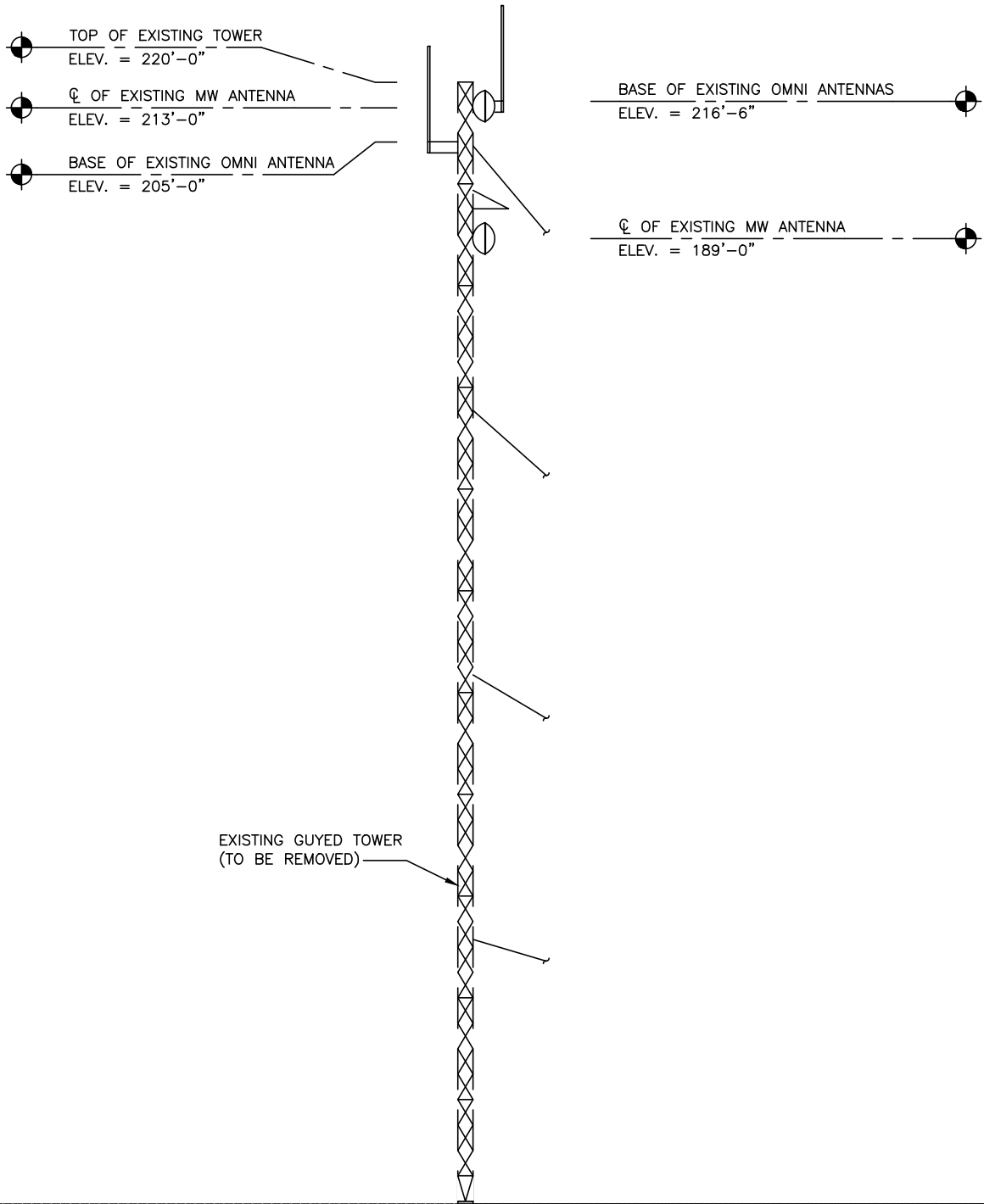
SHEET DESCRIPTION:

FINAL  
ENLARGED  
SITE PLAN

SHEET #:

A-1.2

STRUCTURE INFORMATION IS SHOWN FOR ILLUSTRATIVE PURPOSES ONLY. STRUCTURAL INTEGRITY OF SUPPORTING STRUCTURE, ANTENNA MOUNTS, AND FOUNDATION SHALL BE VERIFIED AS ACCEPTABLE BY ENGINEER CERTIFIED STRUCTURAL ANALYSIS, UTILIZING THE LOADING REPRESENTED WITHIN THESE DRAWINGS PRIOR TO THE EXECUTION OF EQUIPMENT CHANGES CONTAINED IN THESE DRAWINGS. CONTRACTOR SHALL OBTAIN ALL STRUCTURAL REPORTS AND FOLLOW ALL RECOMMENDATIONS.



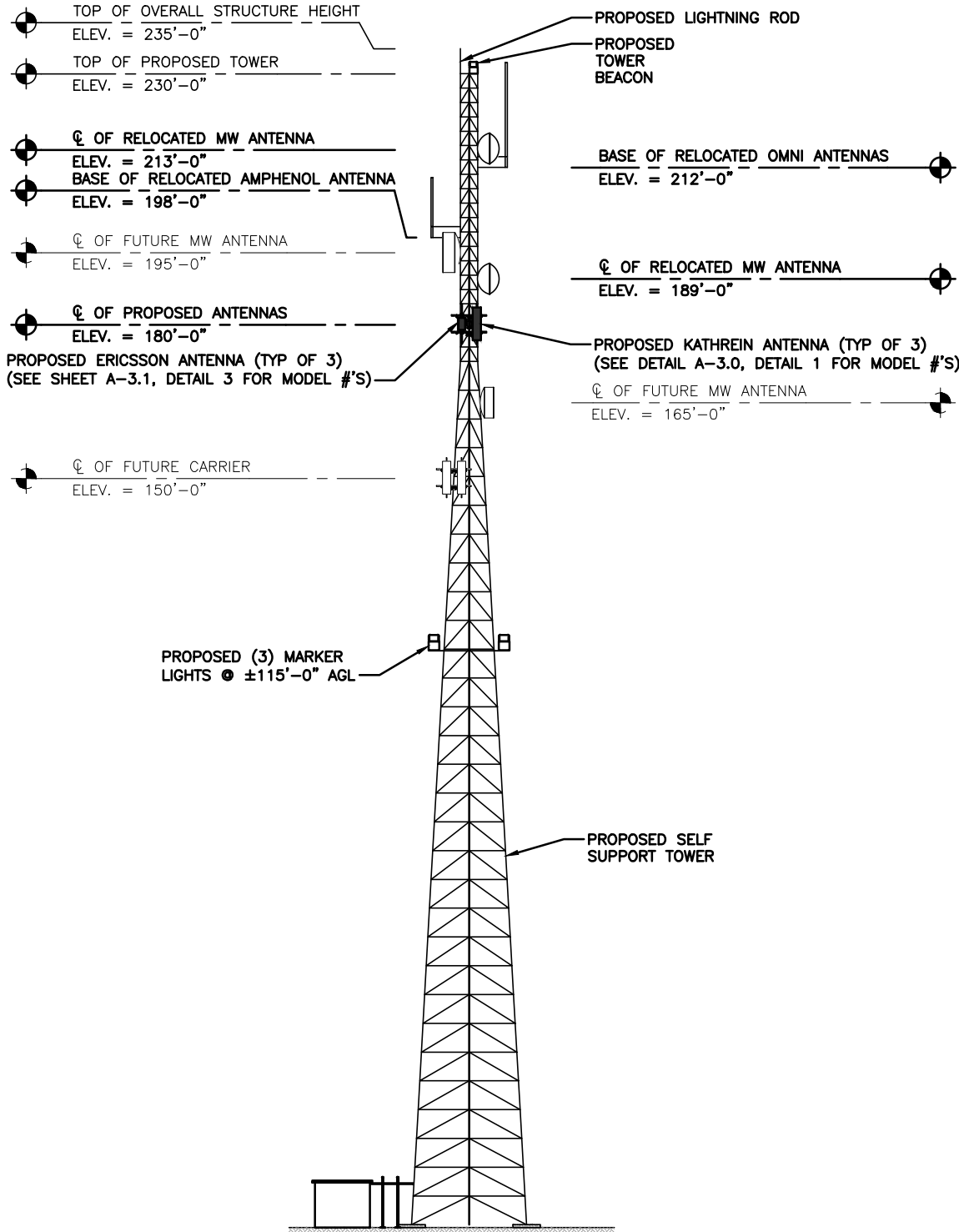
EXISTING GUYED TOWER  
(TO BE REMOVED)

EXISTING TOWER ELEVATION

1

EQUIPMENT LEGEND:

- EXISTING
- PROPOSED
- RELOCATED
- FUTURE



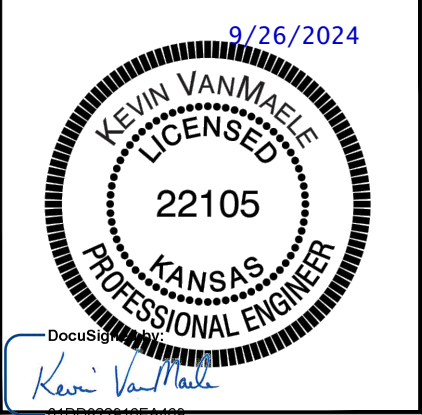
FINAL TOWER ELEVATION

2

TOWER LIGHTING NOTE:

PROPOSED TOWER BEACON/MARKER LIGHTS  
● TOP OF TOWER TO COMPLY WITH FAA  
TYPE E1 FROM 200'-0" - 350'-0" AGL  
(FTS PART# F1702010 OR EQUIVALENT).

STAMP:



ENGINEERING LICENSE STATE OF KANSAS			
PE CERTIFICATE OF AUTHORIZATION # E-571			
ENGINEER:	PE#:	DISCIPLINE:	
KMV KEVIN M. VANMAELE	22105	CIVIL	C
REJ ROBERT E. JENSEN	16096	CIVIL	C
CG CHRISTOPHER GIANNOTTI	26673	CIVIL	C
SDK SHELTON D. KEISLING	13654	ELECTRICAL	E
TMS TERRANCE M. SUPER	9250	ELECTRICAL	E



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REISSUED FOR CLIENT COMMENTS			09/26/24	WAG	B
ISSUED FOR CONSTRUCTION			09/26/24	WAG	0

APPLICANT SITE NAME:  
WEST GARDNER

APPLICANT SITE NUMBER:  
KS1019

SITE ADDRESS:  
18827 DILLIE RD  
EDGERTON, KS 66021




SHEET DESCRIPTION: TOWER ELEVATIONS	SHEET #: A-2.0
--	-------------------

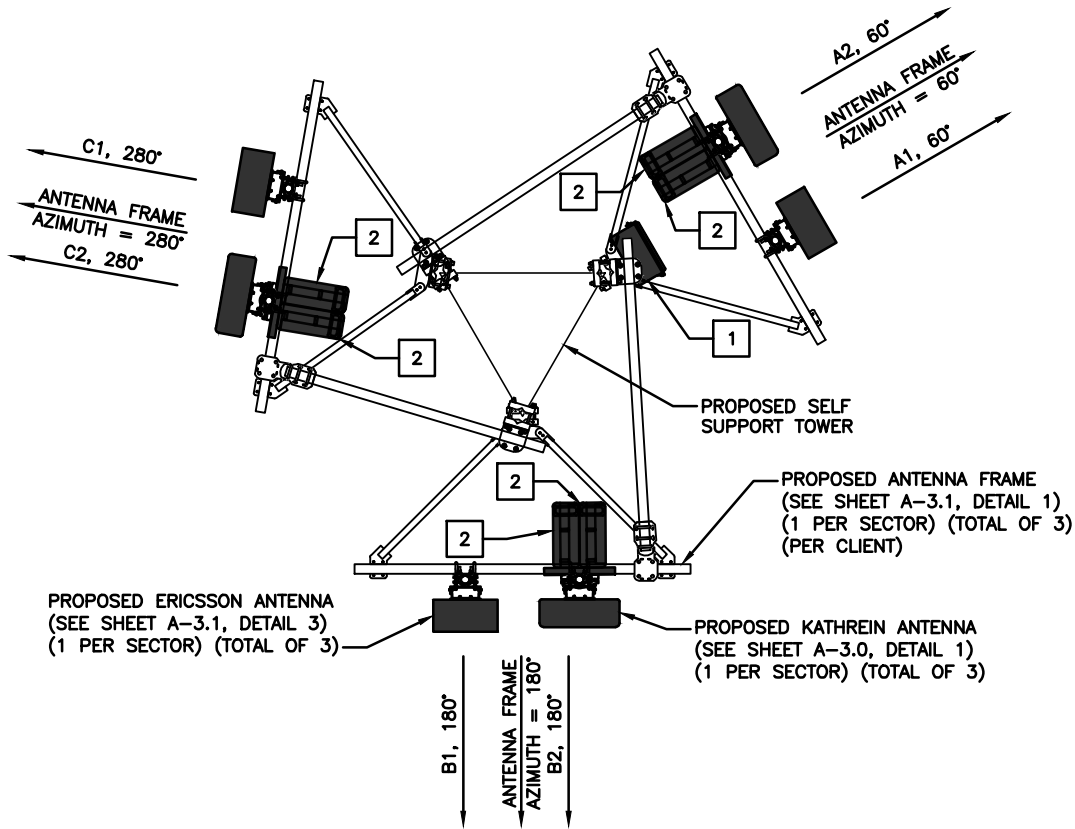


EQUIPMENT KEYED NOTES:

1	OVP
2	ERICSSON RRU

EQUIPMENT LEGEND:

	EXISTING
	PROPOSED
	RELOCATED



TOWER PLAN

1

ANTENNA SCHEDULE

STATUS	ANTENNA NUMBER	ANTENNA VENDOR	MODEL #	AZIMUTH	ELECTRICAL DOWNTILT	MECHANICAL DOWNTILT	ANTENNA $\varnothing$ AGL	TECH	HYBRID FEEDER
									QUANTITY
PROPOSED	A1	ERICSSON	AIR 6419 B41	60°	2°	0°	180'-0"	2.5GHz	(1) HYBRID CABLE
PROPOSED	A2	KATHREIN	80010901	60°	2°	0°	180'-0"	900MHz	(1) HYBRID CABLE
PROPOSED	B1	ERICSSON	AIR 6419 B41	180°	2°	0°	180'-0"	2.5GHz	SHARED WITH A1
PROPOSED	B2	KATHREIN	80010901	180°	2°	0°	180'-0"	900MHz	SHARED WITH A2
PROPOSED	C1	ERICSSON	AIR 6419 B41	280°	2°	0°	180'-0"	2.5GHz	SHARED WITH A1
PROPOSED	C2	KATHREIN	80010901	280°	2°	0°	180'-0"	900MHz	SHARED WITH A2

EQUIPMENT KEY – SECTOR

LOCATION	VENDOR	EQUIPMENT	MODEL NUMBER	TECH	QTY.	STATUS
2 PER SECTOR	ERICSSON	RRU	2212 B8	900 MHz	6	PROPOSED
ALPHA SECTOR	RAYCAP	OVP	RCMDC-6627-PF-48	900 MHz	1	PROPOSED
2 PER SECTOR	ERICSSON	RADIO FILTER	KRF 102 456/1	900 MHz	6	PROPOSED

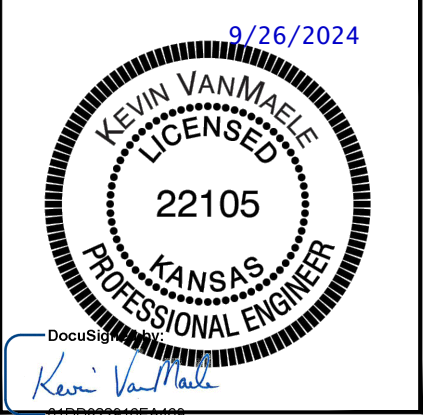
EQUIPMENT KEY – FEEDLINES

LOCATION	VENDOR	EQUIPMENT	MODEL NUMBER	QTY.	LENGTH	STATUS
ALPHA SECTOR	ROSENBERGER	HYBRID CABLE	6x12 HYBRID RISER CABLE	2	200'-0"	PROPOSED

ANTENNA KEY

2

STAMP:



ENGINEERING LICENSE STATE OF KANSAS		
PE CERTIFICATE OF AUTHORIZATION # E-571		
ENGINEER:	PE#:	DISCIPLINE:
KMV KEVIN M. VANMAELE	22105	CIVIL
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ISSUED FOR CONSTRUCTION			09/26/24	WAG	0

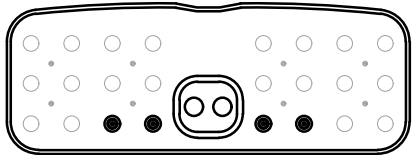
APPLICANT SITE NAME:  
**WEST GARDNER**

APPLICANT SITE NUMBER:  
**KS1019**

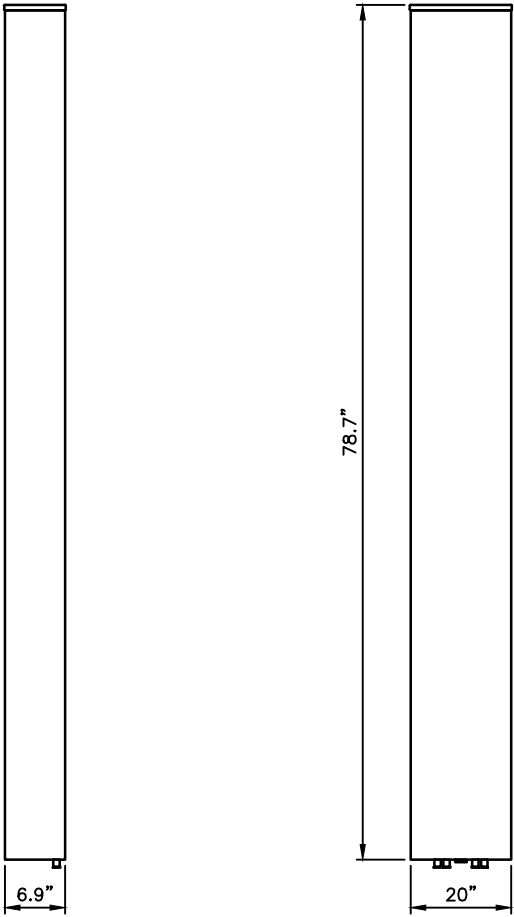
SITE ADDRESS:  
**18827 DILLIE RD  
EDGERTON, KS 66021**

SHEET DESCRIPTION:	SHEET #:
<b>ANTENNA PLAN &amp; KEY</b>	<b>A-2.1</b>



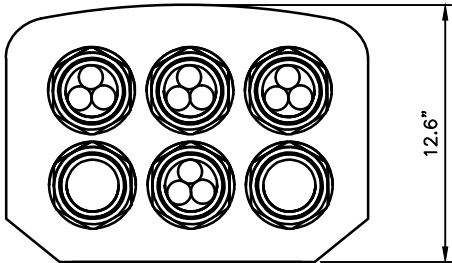


<b>SPECIFICATIONS:</b>	
VENDOR:	KATHREIN
MODEL #:	80010901
DIMENSIONS (HxWxD):	78.7"x20"x6.9"
WEIGHT:	94.4 lbs
CONNECTORS:	(4) RF – 4.3–10 (1) RET – AISG



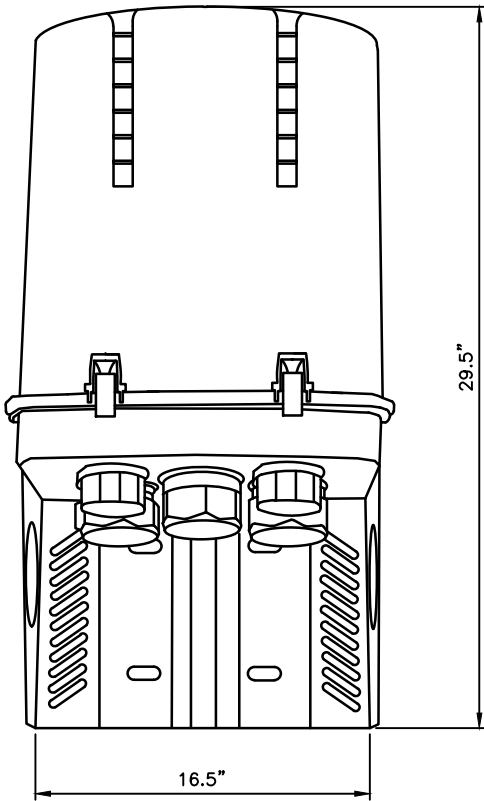
ANTENNA DETAIL

1



BOTTOM

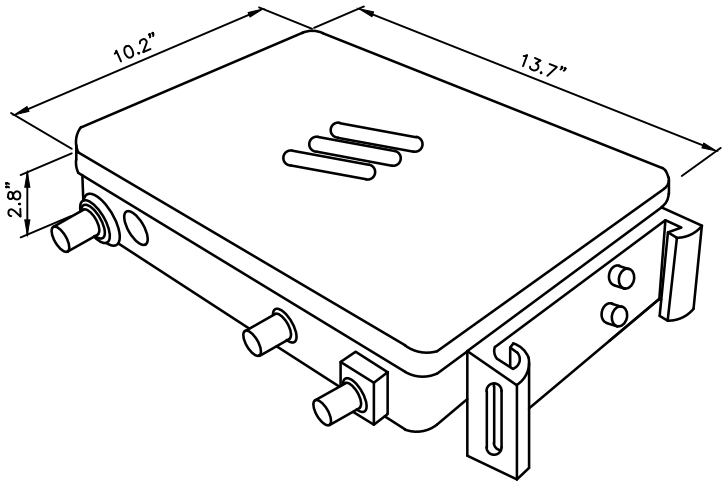
<b>SPECIFICATIONS:</b>	
RAYCAP MODEL #:	RCMDC–6627–PF–48
DIMENSIONS (HxWxD):	29.5"x16.5"x12.6"
WEIGHT:	32.0 lbs



FRONT

JUNCTION BOX DETAIL

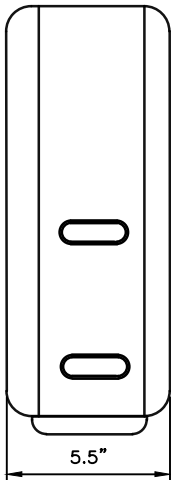
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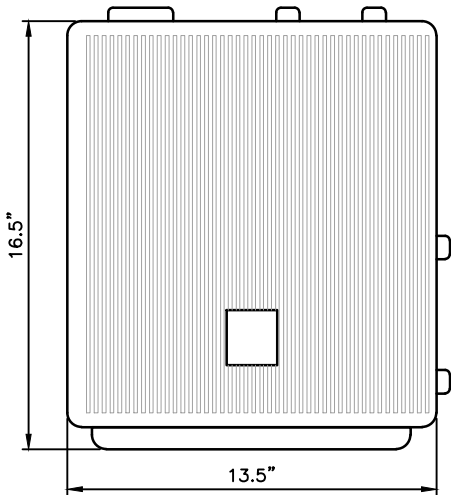
<b>SPECIFICATIONS:</b>	
ERICSSON MODEL #:	SL FILTER B8C (2–2)
DIMENSIONS (HxWxD):	10.2"x13.7"x2.8"
WEIGHT:	19.8416 lbs

FILTER DETAIL

4



<b>SPECIFICATIONS:</b>	
VENDOR	ERICSSON
MODEL #:	2212 B8
DIMENSIONS (HxWxD):	16.5"x13.5"x5.5"
WEIGHT:	43 lbs



RRU DETAIL

3

STAMP:

9/26/2024

KEVIN VANMAELE  
LICENSED  
22105  
KANSAS  
PROFESSIONAL ENGINEER

DocuSign Envelope ID: 31B2B222-10E4-4182-8000-000000000000

Kevin VanMaale

ENGINEERING LICENSE STATE OF KANSAS			
PE CERTIFICATE OF AUTHORIZATION # E-571			
ENGINEER:	PE#:	DISCIPLINE:	
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CG CHRISTOPHER GIANNOTTI	26673	CIVIL	
SDK SHELTON D. KEISLING	13654	ELECTRICAL	E
TMS TERRANCE M. SUPER	9250	ELECTRICAL	E



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SUBMITTALS:			
	DESCRIPTION	DATE	BY REV
	ISSUED FOR REVIEW	08/27/24	WAG A
	REISSUED FOR CLIENT COMMENTS	09/26/24	WAG B
	ISSUED FOR CONSTRUCTION	09/26/24	WAG 0

APPLICANT SITE NAME:

WEST GARDNER

APPLICANT SITE NUMBER:

KS1019

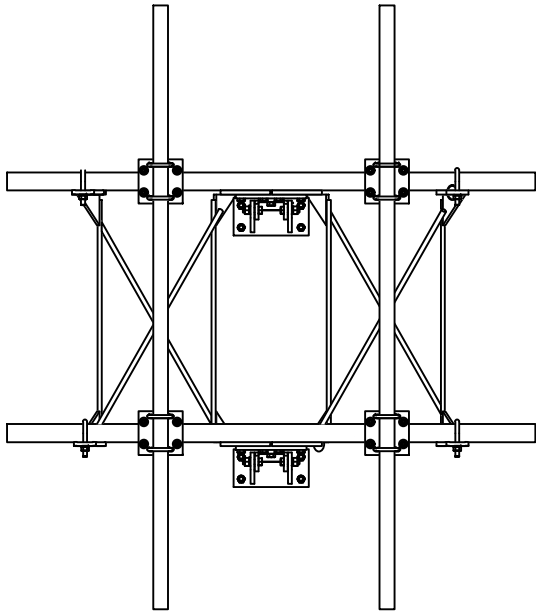
SITE ADDRESS:

18827 DILLIE RD  
EDGERTON, KS 66021

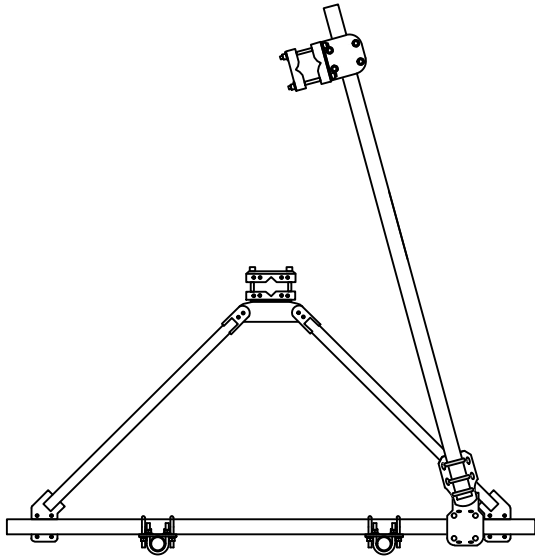
SHEET DESCRIPTION:	SHEET #:
EQUIPMENT DETAILS (1 OF 4)	A-3.0

SPECIFICATIONS: (PER CLIENT)	
VENDOR	BETTER METAL
PART #:	1BVM-07SD-02AMK-000000-1SAK
FACE WIDTH:	7'-0"
WEIGHT:	306.56 lbs

- NOTES:
- GPS ANTENNA TO BE MOUNTED TO EXISTING ICE BRIDGE 2" SUPPORT LEG. GPS ANTENNA SHALL BE MOUNTED AT A MINIMUM EXTENSION OF 1'-0" ABOVE ICE BRIDGE WITH ASSURANCES OF NO SIGNAL INTERFERENCE ABOVE INSTALLATION.
  - ALL GROUNDS AND LUGS SHALL HAVE S.S. HARDWARE AND BE COATED WITH AN OXIDE INHIBITING GEL.



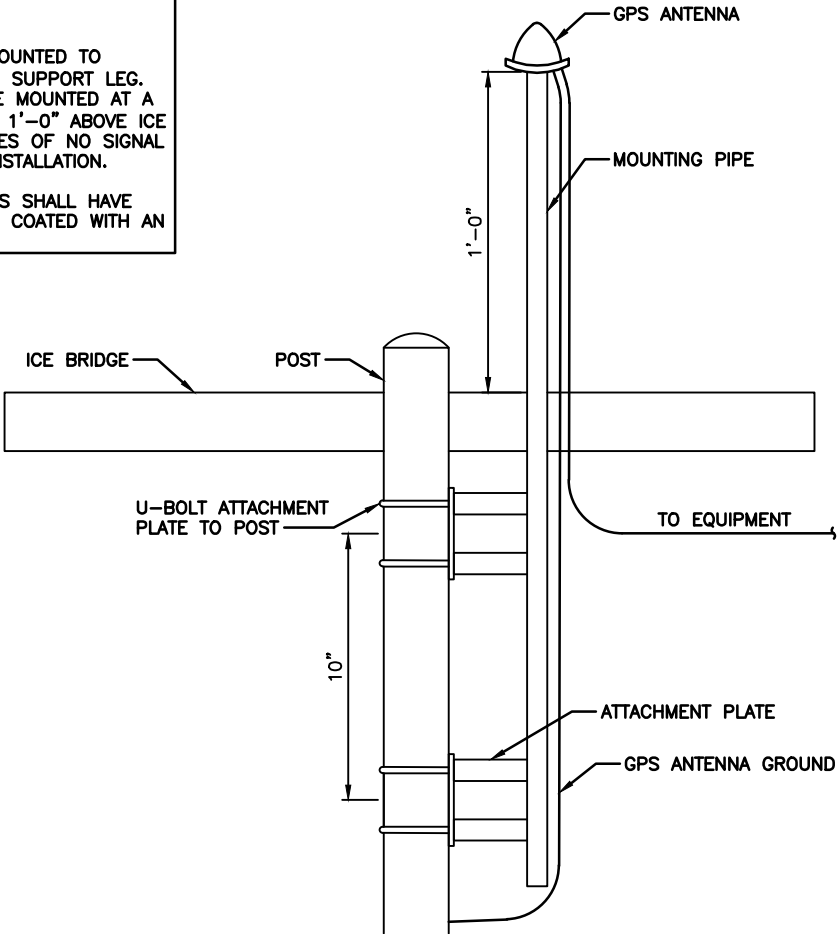
ELEVATION VIEW



PLAN VIEW

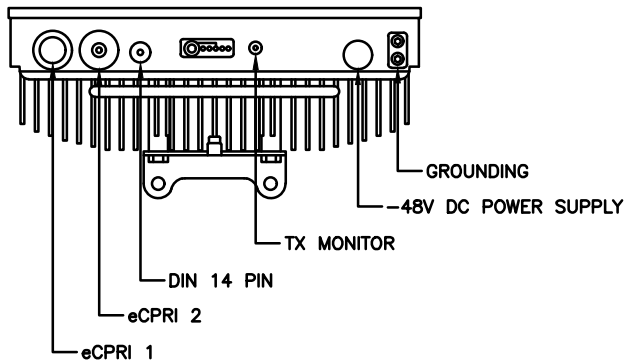
ANTENNA FRAME DETAIL

1

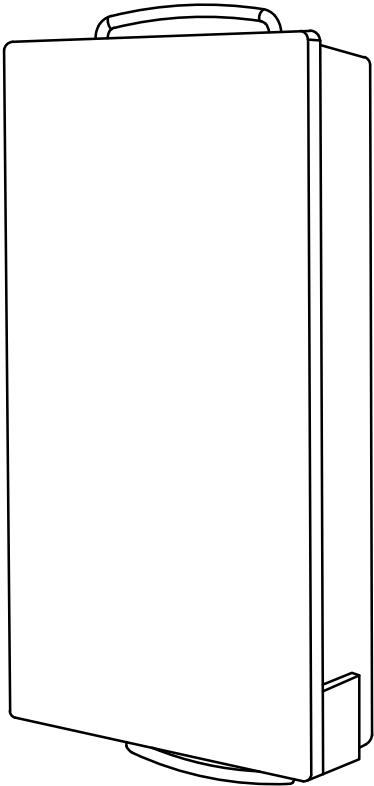


GPS MOUNTING DETAIL

2



SPECIFICATIONS:	
VENDOR:	ERICSSON
MODEL #:	AIR 6419 B41
DIMENSIONS (HxWxD):	34.5" x 20" x 8"
WEIGHT:	75 lbs
CONNECTORS:	SEE ABOVE



DETAIL NOT USED

4

MASSIVE MIMO ANTENNA DETAIL

3

STAMP:

9/26/2024

KEVIN VANMAELE  
LICENSED  
22105  
KANSAS  
PROFESSIONAL ENGINEER

DocuSign Envelope ID: 31B2B223-10E4-4183-812D-000000000000

Kevin VanMaale

ENGINEERING LICENSE			
STATE OF KANSAS			
PE CERTIFICATE OF AUTHORIZATION # E-571			
ENGINEER:	PE#:	DISCIPLINE:	
KMV KEVIN M. VANMAELE	22105	CIVIL	C
REJ ROBERT E. JENSEN	16096	CIVIL	C
CG CHRISTOPHER GIANNOTTI	26673	CIVIL	C
SDK SHELTON D. KEISLING	13654	ELECTRICAL	E
TMS TERRANCE M. SUPER	9250	ELECTRICAL	E



PLANS PREPARED FOR:



PLANS PREPARED BY:



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REISSUED FOR CLIENT COMMENTS	09/26/24	WAG	B	
ISSUED FOR CONSTRUCTION	09/26/24	WAG	0	

APPLICANT SITE NAME:

WEST GARDNER

APPLICANT SITE NUMBER:

KS1019

SITE ADDRESS:

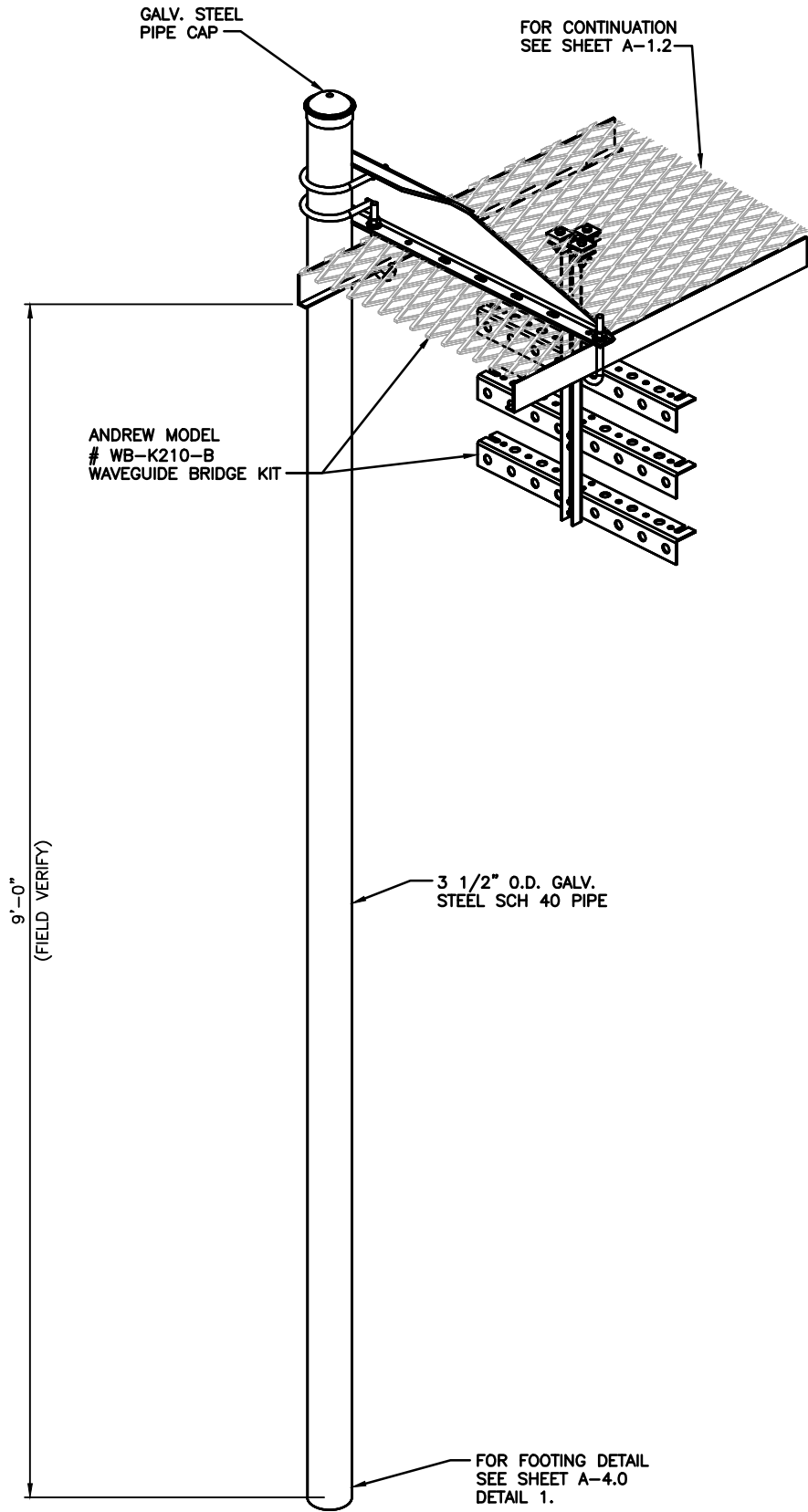
18827 DILLIE RD  
EDGERTON, KS 66021

SHEET DESCRIPTION:

EQUIPMENT  
DETAILS  
(2 OF 4)

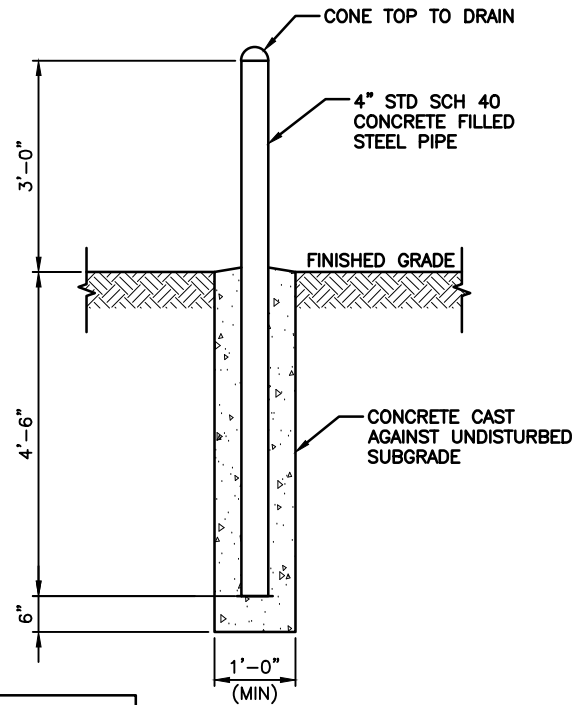
SHEET #:

A-3.1



ICE BRIDGE SUPPORT POST DETAIL

1

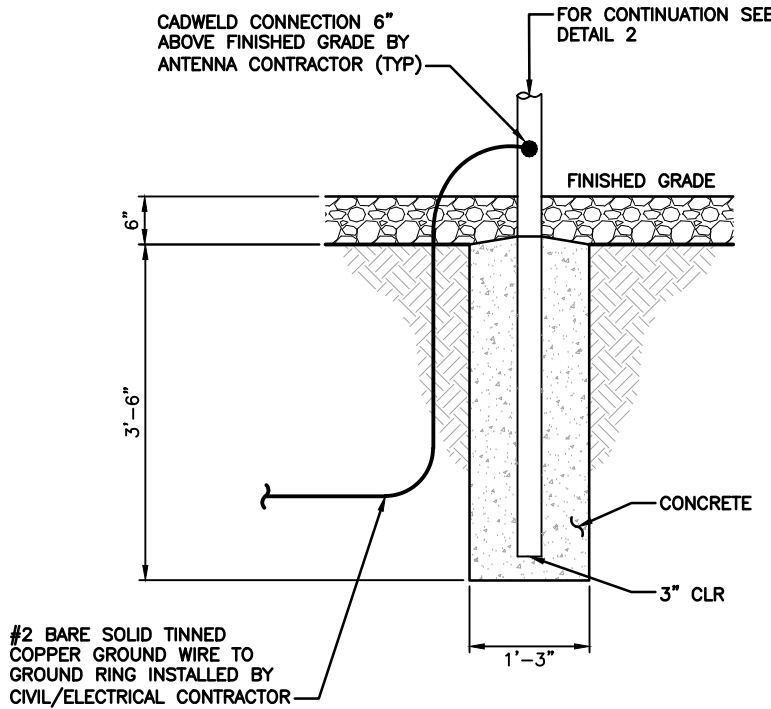


SPECIFICATIONS:

MATERIAL:	STEEL
FINISH:	POWDER COATED - SEMI GLOSS
COLORING:	SAFETY YELLOW

BOLLARD DETAIL

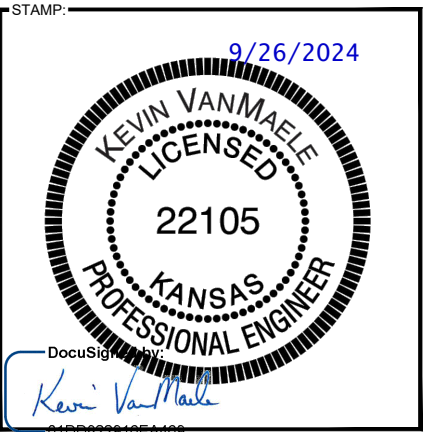
2



FURNISHED AND INSTALLED BY ANTENNA CONTRACTOR

SUPPORT POST (CONCRETE PIER)

3



ENGINEERING LICENSE STATE OF KANSAS			
PE CERTIFICATE OF AUTHORIZATION # E-571			
ENGINEER:	PE#:	DISCIPLINE:	
KMV KEVIN M. VANMAELE	22105	CIVIL	C
REJ ROBERT E. JENSEN	16096	CIVIL	C
CG CHRISTOPHER GIANNOTTI	26673	CIVIL	C
SDK SHELTON D. KEISLING	13654	ELECTRICAL	E
TMS TERRANCE M. SUPER	9250	ELECTRICAL	E

PLANS PREPARED FOR:



PLANS PREPARED BY:



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REISSUED FOR CLIENT COMMENTS	09/26/24	WAG	B
ISSUED FOR CONSTRUCTION	09/26/24	WAG	0

APPLICANT SITE NAME:

WEST GARDNER

APPLICANT SITE NUMBER:

KS1019

SITE ADDRESS:

18827 DILLIE RD  
EDGERTON, KS 66021

SHEET DESCRIPTION: EQUIPMENT DETAILS (3 OF 4)	SHEET #: A-3.2
--	-------------------


Diagram illustrating the floor plan of a shelter with dimensions and equipment locations:

- Overall width: 24'-0"
- Overall depth: 11'-6"
- Distance from left wall to the left shelter unit: 1'-2"
- Distance between the two shelter units: 10 3/8"
- Distance from the right shelter unit to the right wall: 13'-0 1/2"
- Distance from the left shelter unit to the right shelter unit: 7'-3"
- Distance from the left shelter unit to the right shelter unit (horizontal): 2'-2"
- Distance from the right shelter unit to the right wall (horizontal): 6'-2"
- Distance from the right shelter unit to the right wall (vertical): 7"
- Distance from the right shelter unit to the right wall (horizontal): 12'-5 9/16"
- Labels:
  - SHELTER FLOOR BLOCKOUT FOR POWER
  - SHELTER FLOOR BLOCKOUT FOR FIBER

Diagram illustrating the components and connections of a tie-down bracket assembly:

- BUILDING WALL
- FLAT WASHER (TYP)
- BOLT & LOCK WASHER
- TIE DOWN BRACKET
- CONCRETE ANCHOR
- FINISHED FLOOR
- FOUNDATION REINFORCING

STAMP: 9/26/2024



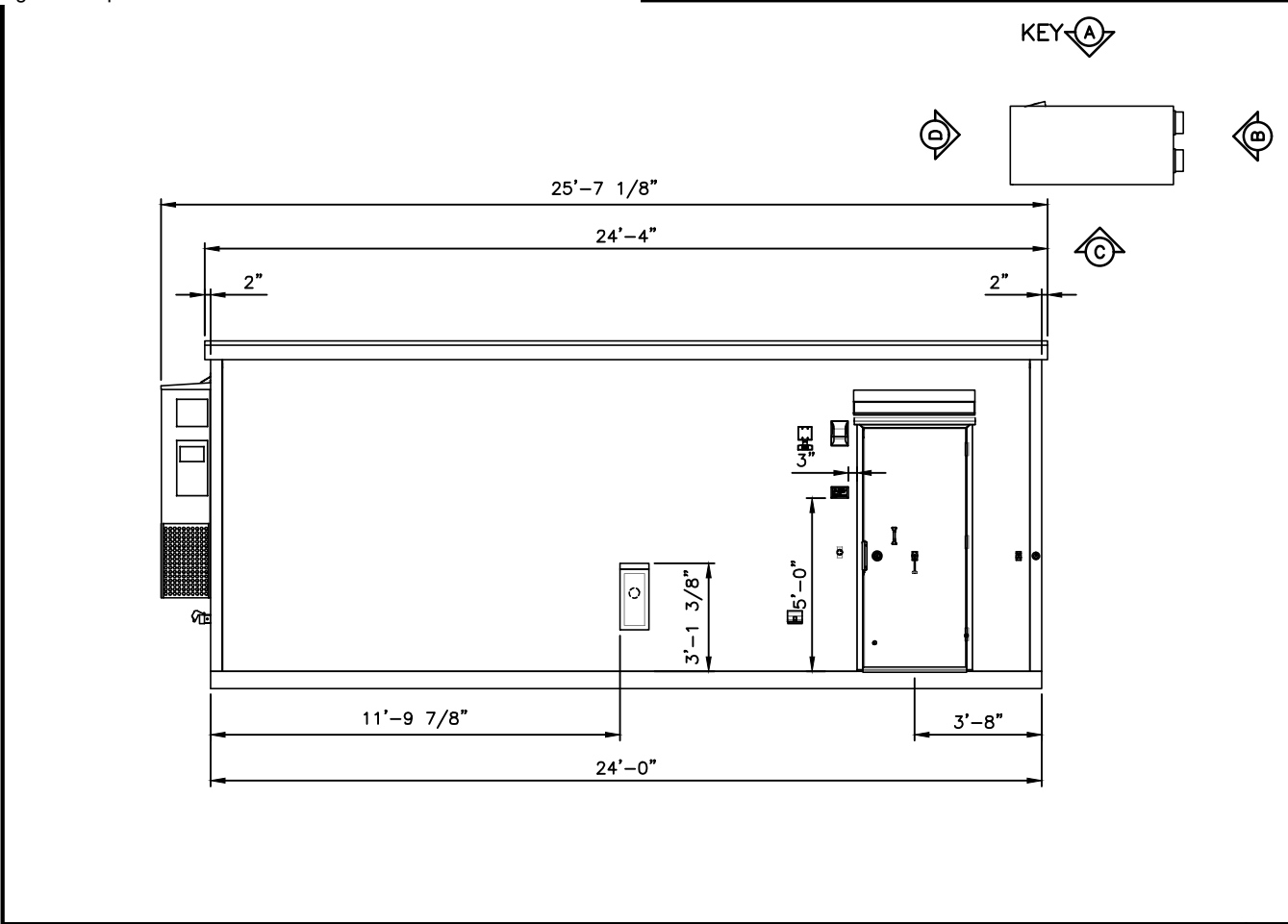
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20250926105110



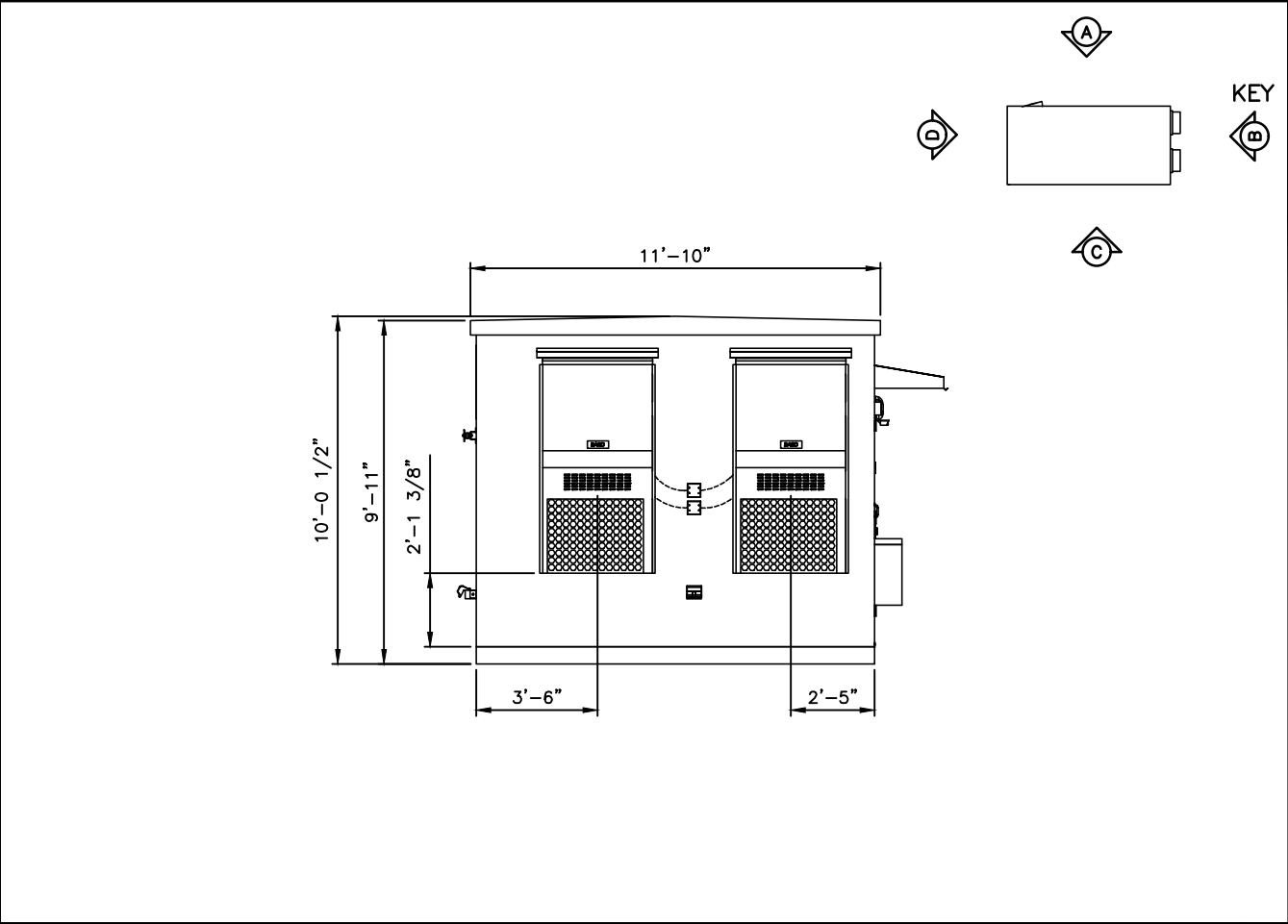
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ISSUED FOR REVIEW	08/27/24	WAG	A	
REISSUED FOR CLIENT COMMENTS	09/26/24	WAG	B	
ISSUED FOR CONSTRUCTION	09/26/24	WAG	0	

SHEET DESCRIPTION: EQUIPMENT  
DETAILS  
(4 OF 4)



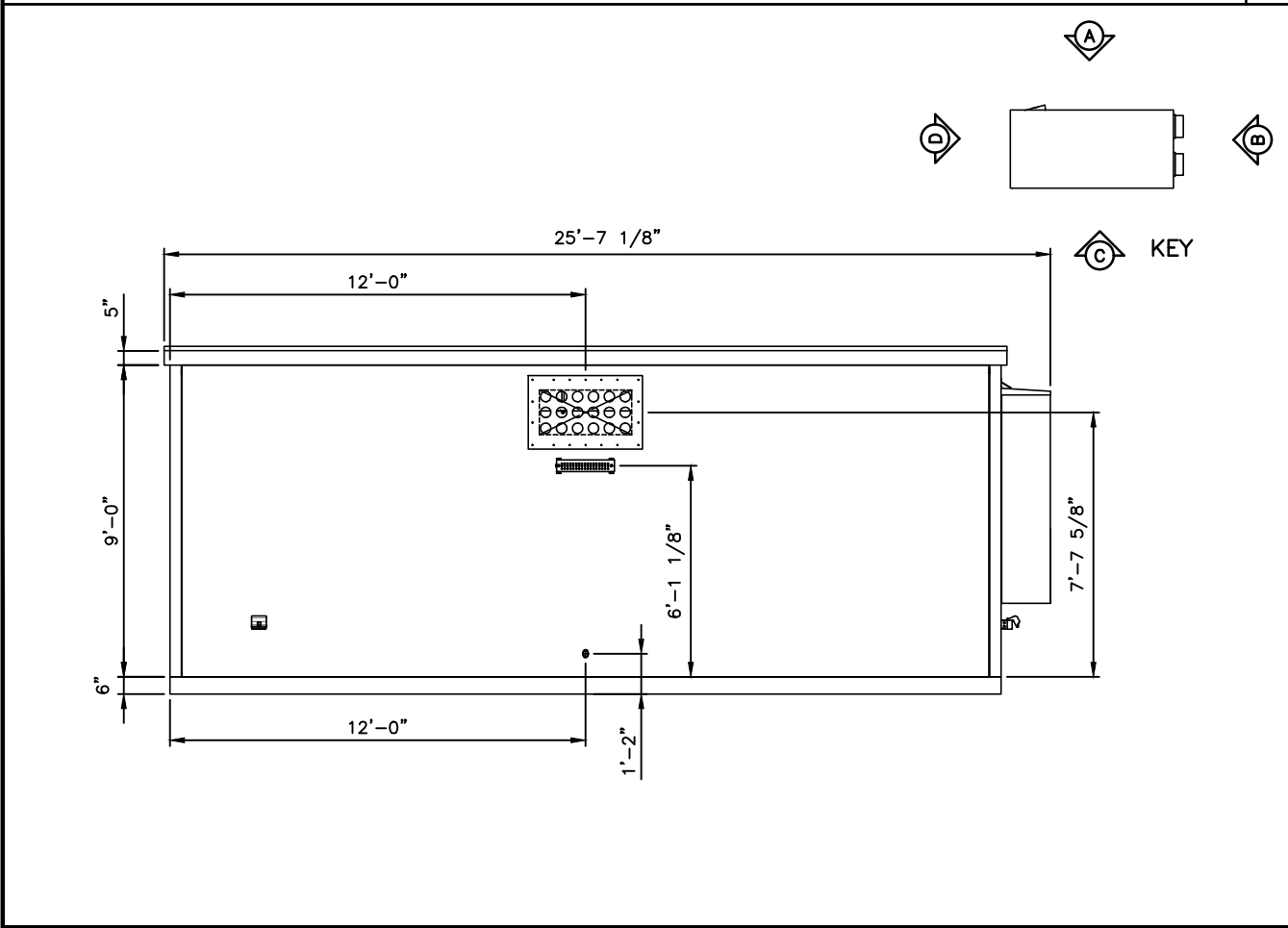
SHELTER ELEVATION – A

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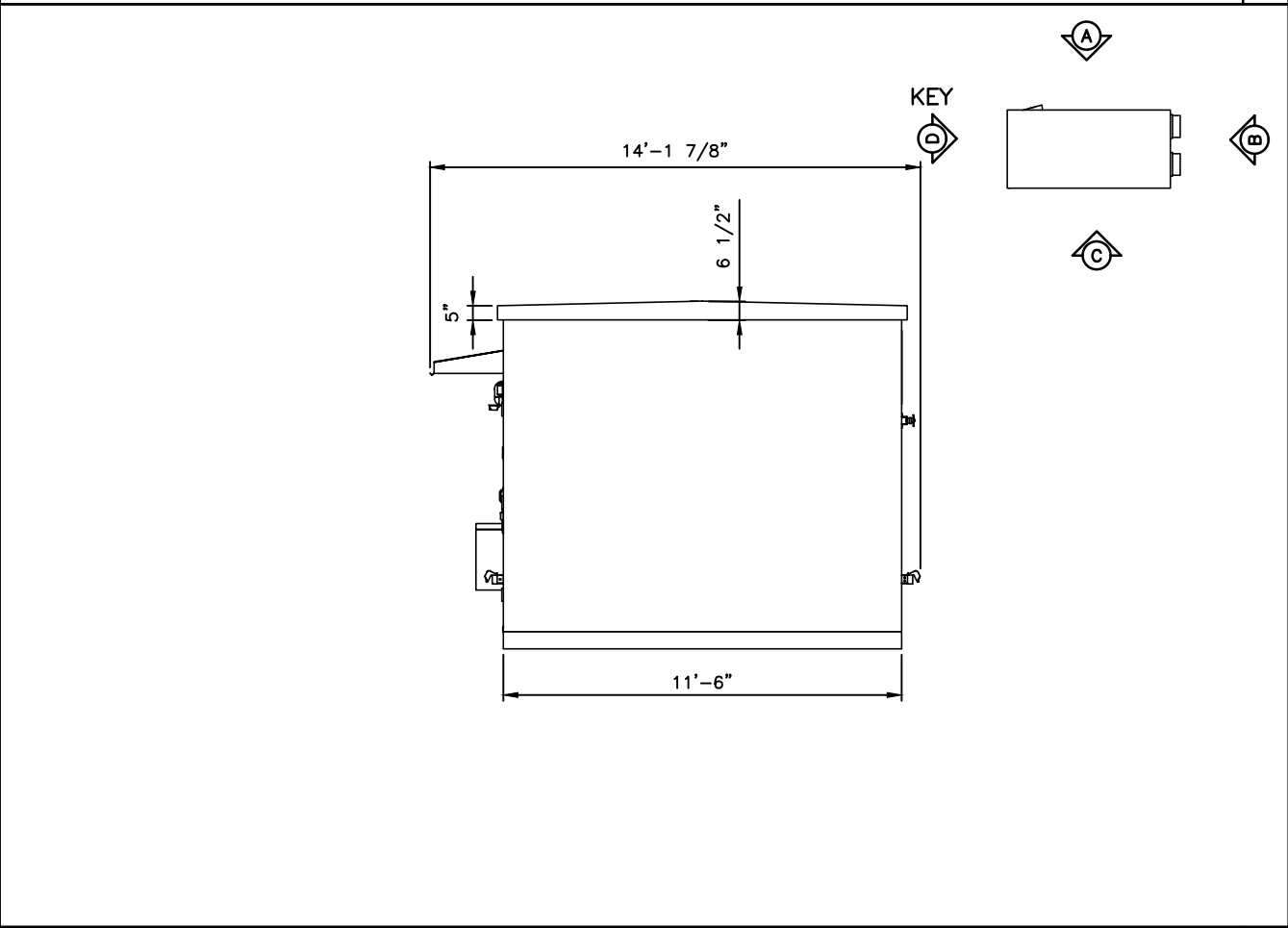
SHELTER ELEVATION – B

2



SHELTER ELEVATION – C

4



SHELTER ELEVATION – D

3

STAMP:

9/26/2024

KEVIN VANMAELE  
LICENSED  
22105  
KANSAS  
PROFESSIONAL ENGINEER

DocuSign Envelope ID: 98F6F607-3E32-4993-8AC0-B541FBBC0320

Kevin VanMaele

ENGINEERING LICENSE

STATE OF KANSAS

PE CERTIFICATE OF AUTHORIZATION # E-571

ENGINEER: KMV KEVIN M. VANMAELE 22105 CIVIL  
REJ ROBERT E. JENSEN 16096 CIVIL  
CG CHRISTOPHER GIANNOTTI 26673 CIVIL

SDK SHELTON D. KEISLING 13654 ELECTRICAL  
TMS TERRANCE M. SUPER 9250 ELECTRICAL

DISCIPLINE: CIVIL  
CIVIL  
ELECTRICAL

COC  
COC  
E

PLANS PREPARED FOR:

PLANS PREPARED BY:

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ISSUED FOR CONSTRUCTION	09/26/24	WAG	0

APPLICANT SITE NAME:

WEST GARDNER

APPLICANT SITE NUMBER:

KS1019

SITE ADDRESS:

18827 DILLIE RD  
EDGERTON, KS 66021

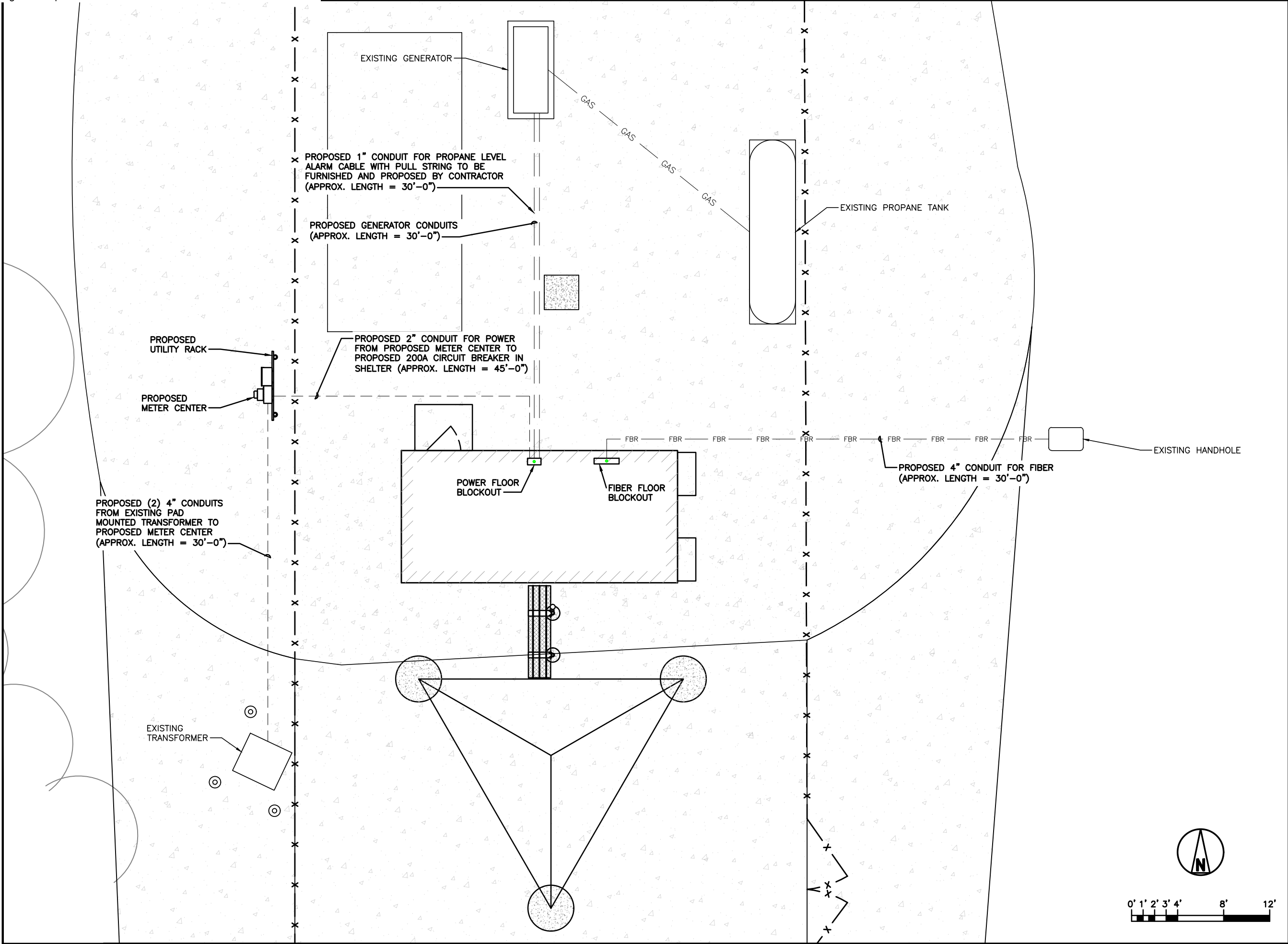
SHEET DESCRIPTION:

SHELTER  
ELEVATIONS

SHEET #:

A-4.0





ENLARGED ELECTRICAL PLAN

STAMP:

9/26/2024

SHELTON D. KEISLING  
LICENSED  
13654  
KANSAS  
PROFESSIONAL ENGINEER

DocuSign Envelope ID: 98F6F607-3E32-4993-8AC0-B541FBBC0320

Shelton Keisling

ENGINEERING LICENSE  
STATE OF KANSAS  
PE CERTIFICATE OF AUTHORIZATION # E-571

ENGINEER:	PE#:	DISCIPLINE:
KMV KEVIN M. VANMAELE	22105	CIVIL
REJ ROBERT E. JENSEN	16096	CIVIL
CG CHRISTOPHER GIANNOTTI	26673	CIVIL
SDK SHELTON D. KEISLING	13654	ELECTRICAL
TMS TERRANCE M. SUPER	9250	ELECTRICAL

PLANS PREPARED FOR:

PLANS PREPARED BY:

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APPLICANT SITE NAME:

WEST GARDNER

APPLICANT SITE NUMBER:

KS1019

SITE ADDRESS:

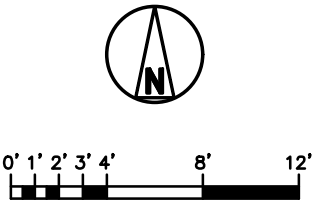
18827 DILLIE RD  
EDGERTON, KS 66021

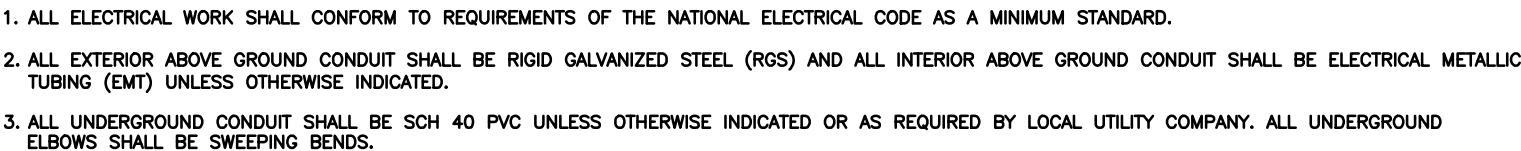
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ENLARGED  
UTILITY PLAN

SHEET #:

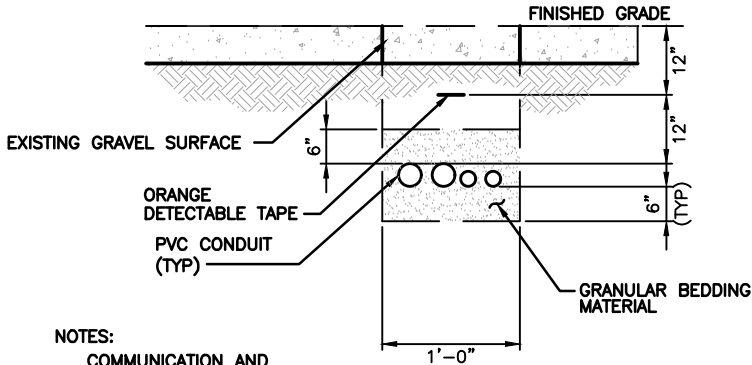
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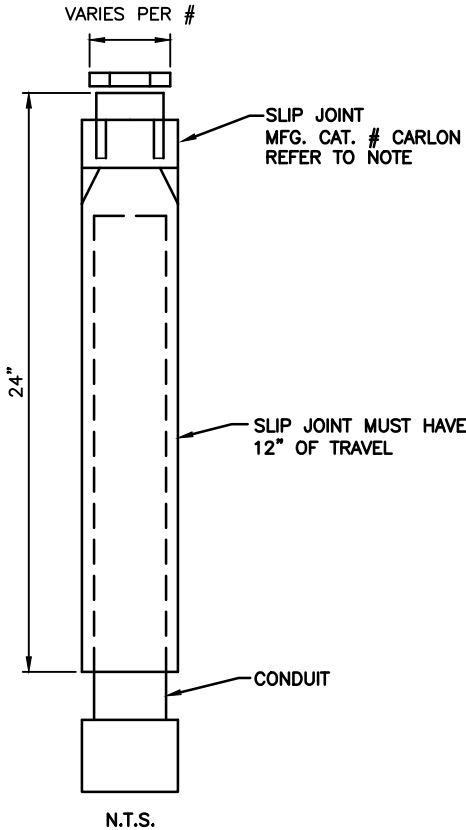
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ENGINEERING LICENSE: FF81D0A3D00B407...			
STATE OF KANSAS			
PE CERTIFICATE OF AUTHORIZATION # E-571			
ENGINEER:	PE#:                      DISCIPLINE:		
KMW KEVIN M. VANMAELE	22105                      CIVIL		
REJ ROBERT E. JENSEN	16006                      CIVIL		
CG CHRISTOPHER GIANNOTTI	26673                      CIVIL		
SDK SHELTON D. KEISLING	13654                      ELECTRICAL		
TMS TERRANCE M. SUPER	9250                      ELECTRICAL		
PLANS PREPARED FOR:			
evergy<sup>TM</sup>			
PLANS PREPARED BY:			
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ISSUED FOR CONSTRUCTION	09/26/24	WAG	0
APPLICANT SITE NAME:			
WEST GARDNER			
APPLICANT SITE NUMBER:			
KS1019			
SITE ADDRESS:			
18827 DILLIE RD EDGERTON, KS 66021			
SHEET DESCRIPTION:		SHEET #:	
ONE LINE DIAGRAM		E-2.0	



NOTES:  
COMMUNICATION AND POWER CONDUITS MAY BE RUN IN SEPARATE TRENCHES.  
  
SEE ENLARGED SITE PLAN FOR EXACT QUANTITY AND SIZE OF CONDUITS.

NOTES:  
CARLON #  
2 INCHES - #E954JXX,  
3 INCHES - #E954LXX,  
4 INCHES - #E954NXX,



ELECTRICAL SYMBOLS

- CONDUIT RUN ABOVEGROUND
- CONDUIT RUN UNDERGROUND
- NEUTRAL CONDUCTOR
- HASH MARKS INDICATE NUMBER OF WIRES IN CONDUIT
- CONDUIT STUB

- THE ELECTRICAL CONTRACTOR SHALL FIELD VERIFY THE POWER CONNECTION POINT WITH THE UTILITY COMPANY PRIOR TO COMMENCING WORK.
- THE ELECTRICAL CONTRACTOR SHALL NOTIFY HAYDEN TOWER'S CONSTRUCTION MANAGER AFTER CALLING FOR ELECTRICAL INSPECTION OF BELOW-GRADE CONDUITS AND OTHER ELECTRICAL WORK PRIOR TO COVERING.
- THE ELECTRICAL CONTRACTOR SHALL NOTIFY THE SITE CONSTRUCTION MANAGER AFTER THE ELECTRICAL INSPECTION HAS BEEN PERFORMED AND ACCEPTED (GREEN TAGGED).
- THE ELECTRICAL CONTRACTOR SHALL PAY FOR ALL ELECTRICAL UTILITY FEES PER NOTE #12 ON SHEET T01 OF THE CONSTRUCTION DOCUMENTS.
- THE ELECTRICAL CONTRACTOR SHALL NOTIFY THE UTILITY COMPANY REQUESTING ENERGIZING OF THE SITE AND SHALL NOTIFY THE SITE CONSTRUCTION MANAGER WHEN THIS TASK HAS BEEN COMPLETED.
- THE ELECTRICAL CONTRACTOR SHALL CONVEY THE POLE NUMBER, TRANSFORMER NUMBER, AND THE METER NUMBER TO THE SITE CONSTRUCTION MANAGER.

TRENCH DETAIL (SITE)

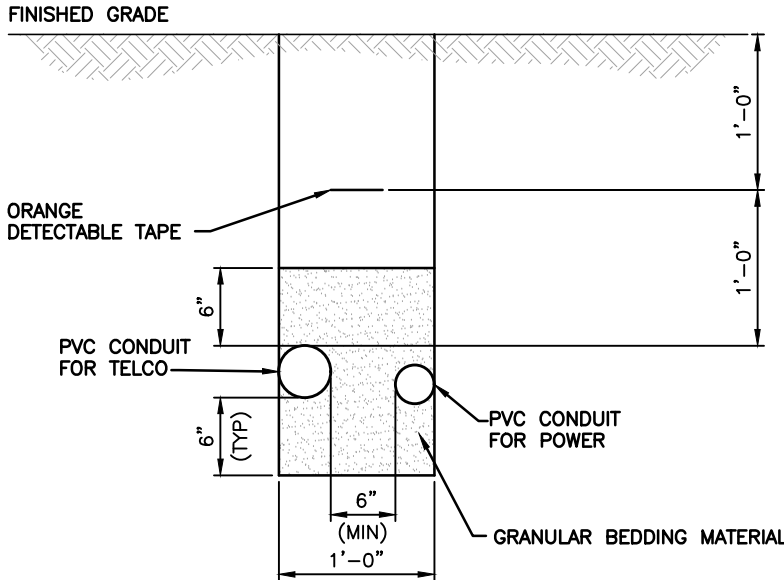
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SLIP JOINT DETAIL

2

ELECTRICAL SYMBOLS & NOTES

3



TRENCH DETAIL (INCOMING)

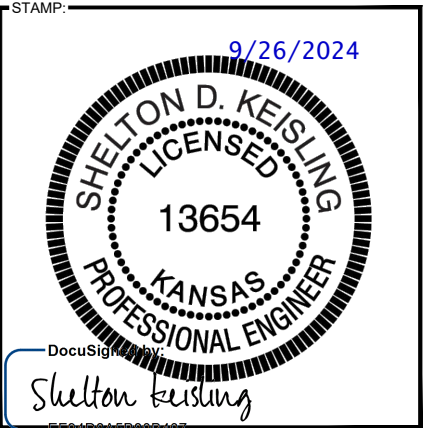
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DETAIL NOT USED

5

DETAIL NOT USED

4



ENGINEERING LICENSE STATE OF KANSAS			
PE CERTIFICATE OF AUTHORIZATION # E-571			
ENGINEER:	PE#:	DISCIPLINE:	
KMV KEVIN M. VANMAELE	22105	CIVIL	C
REJ ROBERT E. JENSEN	16096	CIVIL	C
CG CHRISTOPHER GIANNOTTI	26673	CIVIL	C
SDK SHELTON D. KEISLING	13654	ELECTRICAL	E
TMS TERRANCE M. SUPER	9250	ELECTRICAL	E

PLANS PREPARED FOR:



PLANS PREPARED BY:



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APPLICANT SITE NAME:

WEST GARDNER

APPLICANT SITE NUMBER:

KS1019

SITE ADDRESS:

18827 DILLIE RD  
EDGERTON, KS 66021

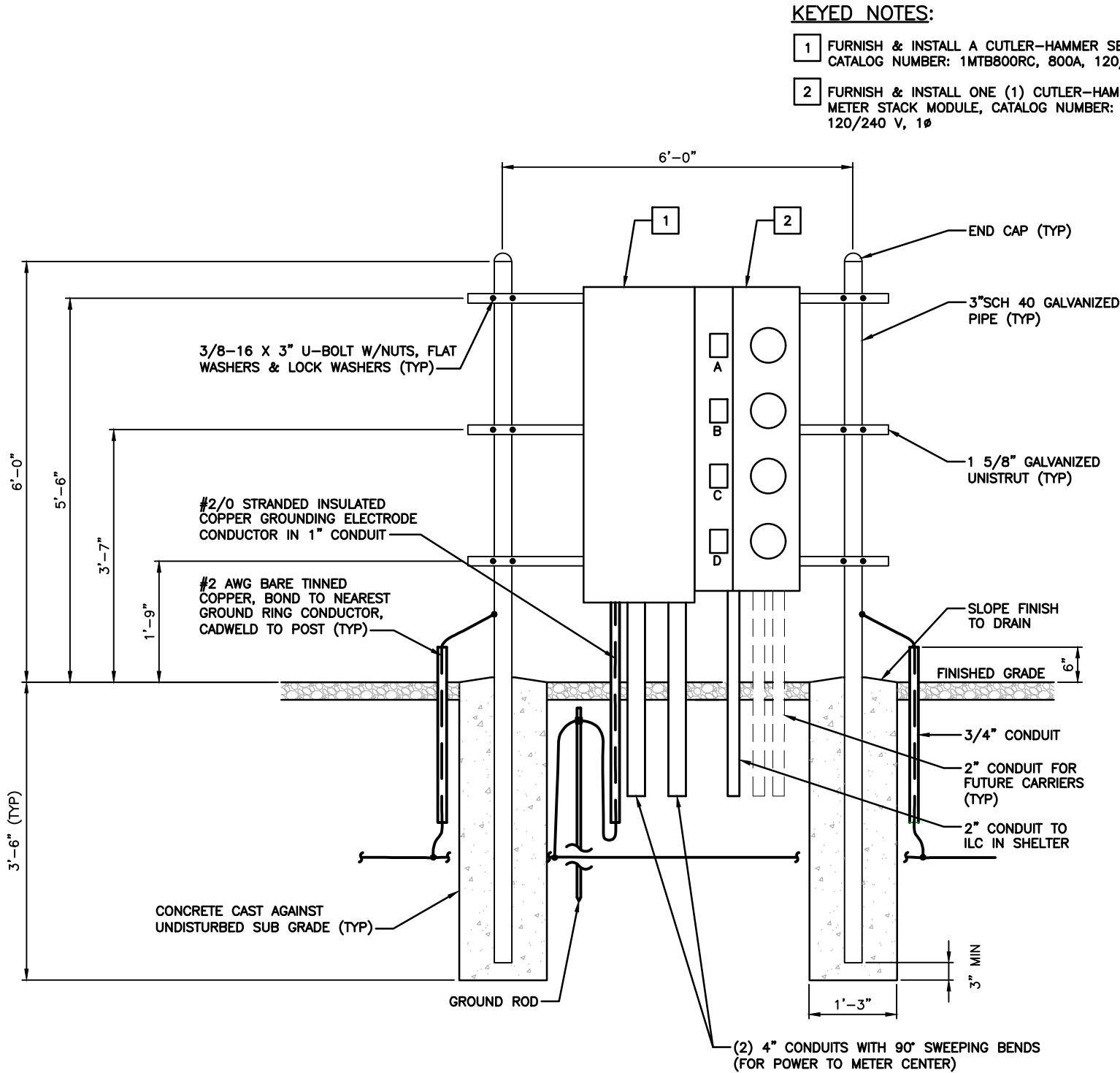
SHEET DESCRIPTION:

ELECTRICAL  
DETAILS

SHEET #:

E-3.0





KEYED NOTES:

- 1 FURNISH & INSTALL A CUTLER-HAMMER SERVICE MODULE  
CATALOG NUMBER: 1MTB800RC, 800A, 120/240 V, 1Ø, 3W
- 2 FURNISH & INSTALL ONE (1) CUTLER-HAMMER 4 GANG, 5 JAW  
METER STACK MODULE, CATALOG NUMBER: 35MM420R12, 225A,  
120/240 V, 1Ø

NOTES:

1. ALL WORK SHALL CONFORM TO THE NATIONAL ELECTRICAL CODE  
AND THE LOCAL BUILDING CODES. ALL COMPONENTS SHALL BE  
U.L. LISTED
2. ALL COMPONENTS TO BE AS SPECIFIED OR EQUIVALENT AS  
APPROVED BY VERIZON WIRELESS.
3. ALL BREAKERS SUPPLIED BY CARRIERS.
4. METERS SHALL FACE FENCE.
5. BELOW GRADE CADWELD CONNECTIONS ARE TYPE-TA.

SLIP JOINT NOTE:

CONTRACTOR SHALL INSTALL SLIP JOINTS ON  
ALL CONDUITS. (SEE DETAIL 1)

STAMP: 9/26/2024

SHELTON D. KEISLING  
LICENSED  
13654  
KANSAS  
PROFESSIONAL ENGINEER

DocuSign Envelope ID: [Signature]

ENGINEERING LICENSE  
STATE OF KANSAS  
PE CERTIFICATE OF AUTHORIZATION # E-571  
ENGINEER: KJV KEVIN M. VANMAELE 22105 CIVIL C  
REJ ROBERT E. JENSEN 16096 CIVIL C  
CG CHRISTOPHER GIANNOTTI 26673 CIVIL C  
SDK SHELTON D. KEISLING 13654 ELECTRICAL E  
TMS TERRANCE M. SUPER 9250 ELECTRICAL E

PLANS PREPARED FOR: evergy

PLANS PREPARED BY: SSC

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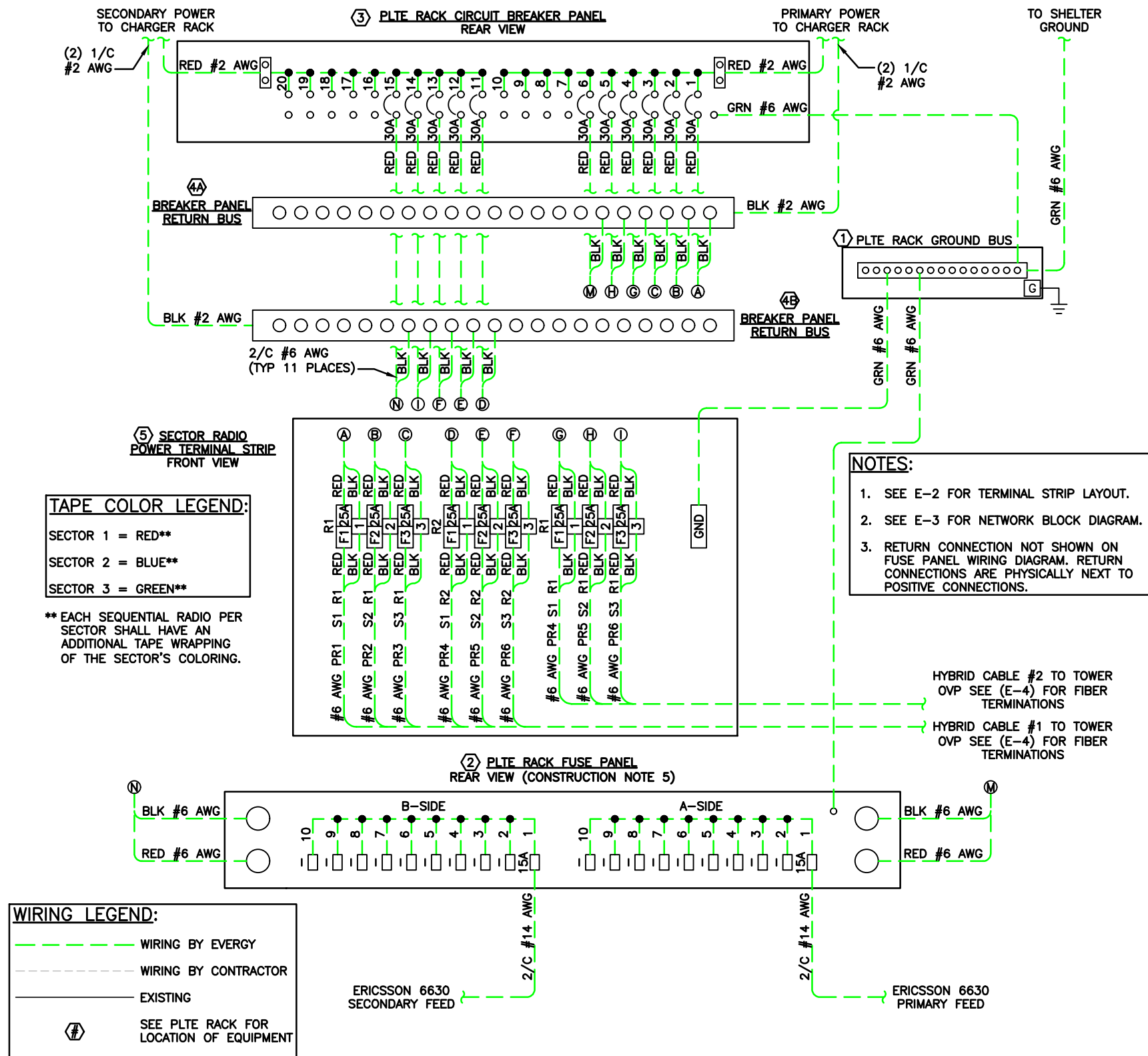
APPLICANT SITE NAME: WEST GARDNER

APPLICANT SITE NUMBER: KS1019

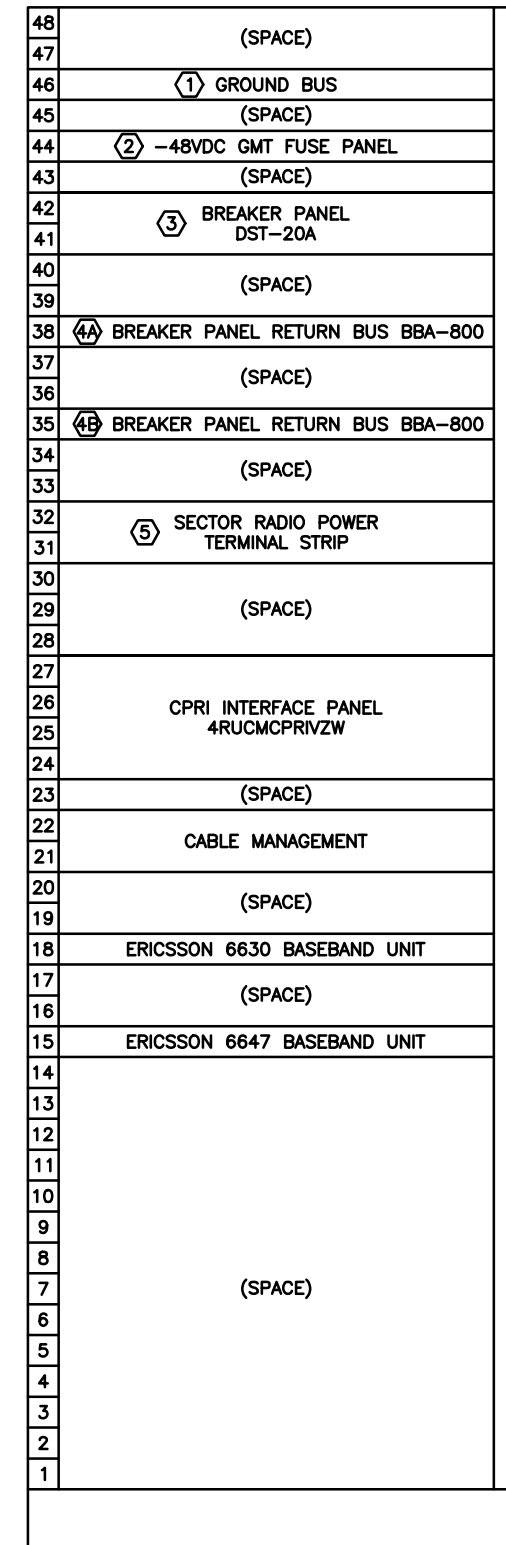
SITE ADDRESS: 18827 DILLIE RD  
EDGERTON, KS 66021

SHEET DESCRIPTION: METER CENTER  
DETAIL

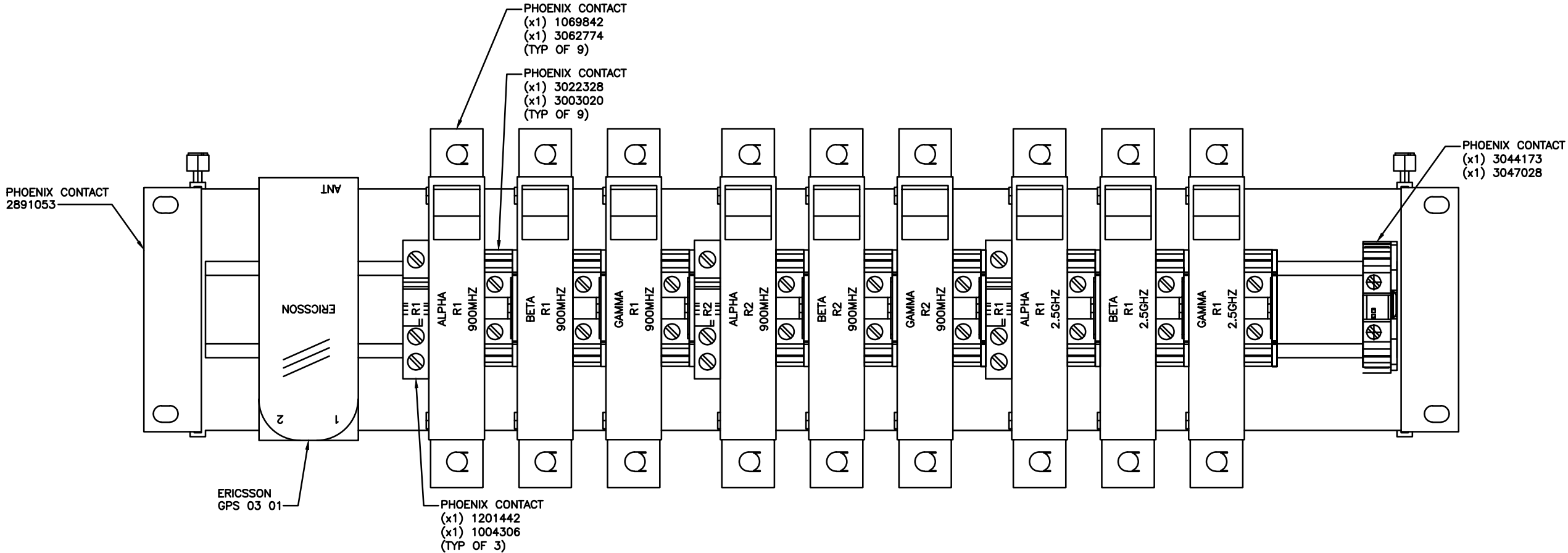
SHEET #: E-4.0



- CONSTRUCTION NOTES:**
1. EVERGY SHALL PROVIDE ALL ASSOCIATED POWER AND RACK HARDWARE ESTABLISHING A "ROOM READY" ENVIRONMENT FOR CONTRACTOR INSTALLATION OF PLTE EQUIPMENT.
  2. ALL CABLING FROM -48VDC POWER PLANT TO PLTE EQUIPMENT RACK CIRCUIT BREAKER, FUSE PANEL, AND TERMINAL STRIP SHALL BE WITHIN EVERGY'S SCOPE OF WORK.
  3. CIRCUIT BREAKER PANEL AND FUSE PANEL DRY CONTACT ALARMS TO SITEBOSS SYSTEM SHALL BE WIRED BY EVERGY DURING ROOM MAKE READY.
  4. ALL GROUNDS AND LUGS SHALL HAVE S.S. HARDWARE AND BE COATED WITH AN OXIDE INHIBITING GEL.
  5. FUSE PANEL WIRING DIAGRAM SHOWN ON THIS DOCUMENT IS FOR AMPHENOL FUSE PANEL ADDITIONAL FUSE PANEL MAKES MAY HAVE DIFFERENT PHYSICAL CONFIGURATION. WIRING TERMINATIONS SHALL FOLLOW THE CIRCUIT NUMBER TERMINATION LISTED ON THIS DRAWING IF THE FUSE PANEL IS PHYSICALLY DIFFERENT.
  6. ALL RACK FIBER JUMPERS, FIBER INSIDE THE CIPRI PANEL, POWER CABLES FROM THE CIRCUIT BREAKERS, AND HYBRID CABLE POWER CABLES SHALL BE TAPED USING THE TAPE COLOR LEGEND TO IDENTIFY THE SECTOR RADIO THE CABLES ARE SERVICING.



STAMP: <span style="float: right; color: blue;">9/26/2024</span>			
 <div style="display: flex; align-items: center; justify-content: center;"><div style="border: 1px solid black; padding: 2px; margin-right: 10px;">DocuSign Envelope by:</div><div style="font-family: cursive; font-size: 1.2em;">Shelton Keisling</div></div>			
<b>ENGINEERING LICENSE:</b> STATE OF <u>KANSAS</u> PE CERTIFICATE OF AUTHORIZATION # E-571			
<b>ENGINEER:</b> KMV KEVIN M. VANMAELE REJ ROBERT E. JENSEN CG CHRISTOPHER GIANNOTTI SDK SHELTON D. KEISLING TMS TERRANCE M. SUPER	<b>PE#:</b> 22105 16096 26673 13654 9250	<b>DISCIPLINE:</b> CIVIL CIVIL CIVIL ELECTRICAL ELECTRICAL	<b>COC</b> <b>COC</b> <b>COC</b> <b>ME</b> <b>ME</b>
<b>PLANS PREPARED FOR:</b>			
 <span style="font-size: 2em; font-weight: bold; vertical-align: middle;">evergy</span> <sup>TM</sup>			
<b>PLANS PREPARED BY:</b>			
			
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ISSUED FOR REVIEW	08/27/24	WAG	A
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ISSUED FOR CONSTRUCTION	09/26/24	WAG	0
<b>APPLICANT SITE NAME:</b>			
WEST GARDNER			
<b>APPLICANT SITE NUMBER:</b>			
KS1019			
<b>SITE ADDRESS:</b>			
18827 DILLIE RD EDGERTON, KS 66021			
<b>SHEET DESCRIPTION:</b>		<b>SHEET #:</b>	
PLTE RACK LAYOUT & POWER DISTRIBUTION		E-5.0	



**CONSTRUCTION NOTES:**

1. TERMINAL BLOCK MARKERS ARE TO BE ADDED TO TERMINAL BLOCK END CLAMPS. SEE TEXT ON THIS DRAWING FOR MARKINGS.
2. ALL FUSES SHALL BE LABELED WITH THEIR SERVICE EQUIPMENT AS SHOWN ON THIS DRAWING.

**NOTES:**

1. SEE E-3 FOR NETWORK ARCHITECTURE & CONNECTIONS.

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SHELTON D. KEISLING  
LICENSED  
13654  
KANSAS  
PROFESSIONAL ENGINEER

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Shelton Keisling

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PE CERTIFICATE OF AUTHORIZATION # E-571			
ENGINEER:	PE#:	DISCIPLINE:	
KMV KEVIN M. VANMAELE	22105	CIVIL	C
REJ ROBERT E. JENSEN	16096	CIVIL	C
CG CHRISTOPHER GIANNOTTI	26673	CIVIL	C
SDK SHELTON D. KEISLING	13654	ELECTRICAL	E
TMS TERRANCE M. SUPER	9250	ELECTRICAL	E



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APPLICANT SITE NAME:

WEST GARDNER

APPLICANT SITE NUMBER:

KS1019

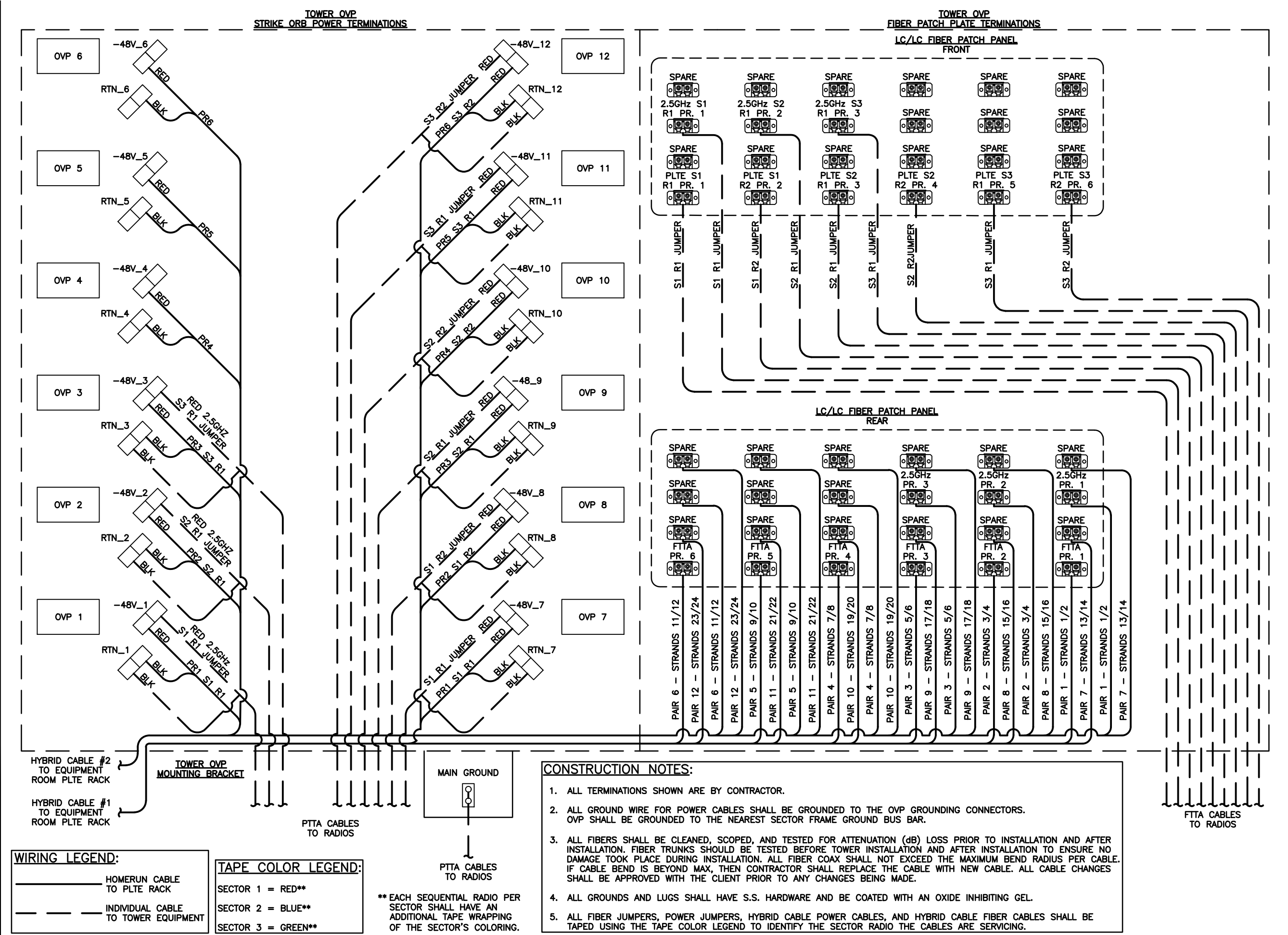
SITE ADDRESS:

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SHEET DESCRIPTION:	SHEET #:
PLTE TERMINAL STRIP LAYOUT	E-6.0







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PE CERTIFICATE OF AUTHORIZATION # E-571

ENGINEER:	PE#:	DISCIPLINE:
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CG CHRISTOPHER GIANNOTTI	26673	CIVIL
SDK SHELTON D. KEISLING	13654	ELECTRICAL
TMS TERRANCE M. SUPER	9250	ELECTRICAL

PLANS PREPARED FOR:

evergy

PLANS PREPARED BY:

SSC

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APPLICANT SITE NAME:

WEST GARDNER

APPLICANT SITE NUMBER:

KS1019

SITE ADDRESS:

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EDGERTON, KS 66021

SHEET DESCRIPTION:

TOWER OVP WIRING  
DIAGRAM

SHEET #:

E-8.0



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ISSUED FOR CONSTRUCTION	09/26/24	WAG	0	

APPLICANT SITE NAME: **WEST GARDNER**

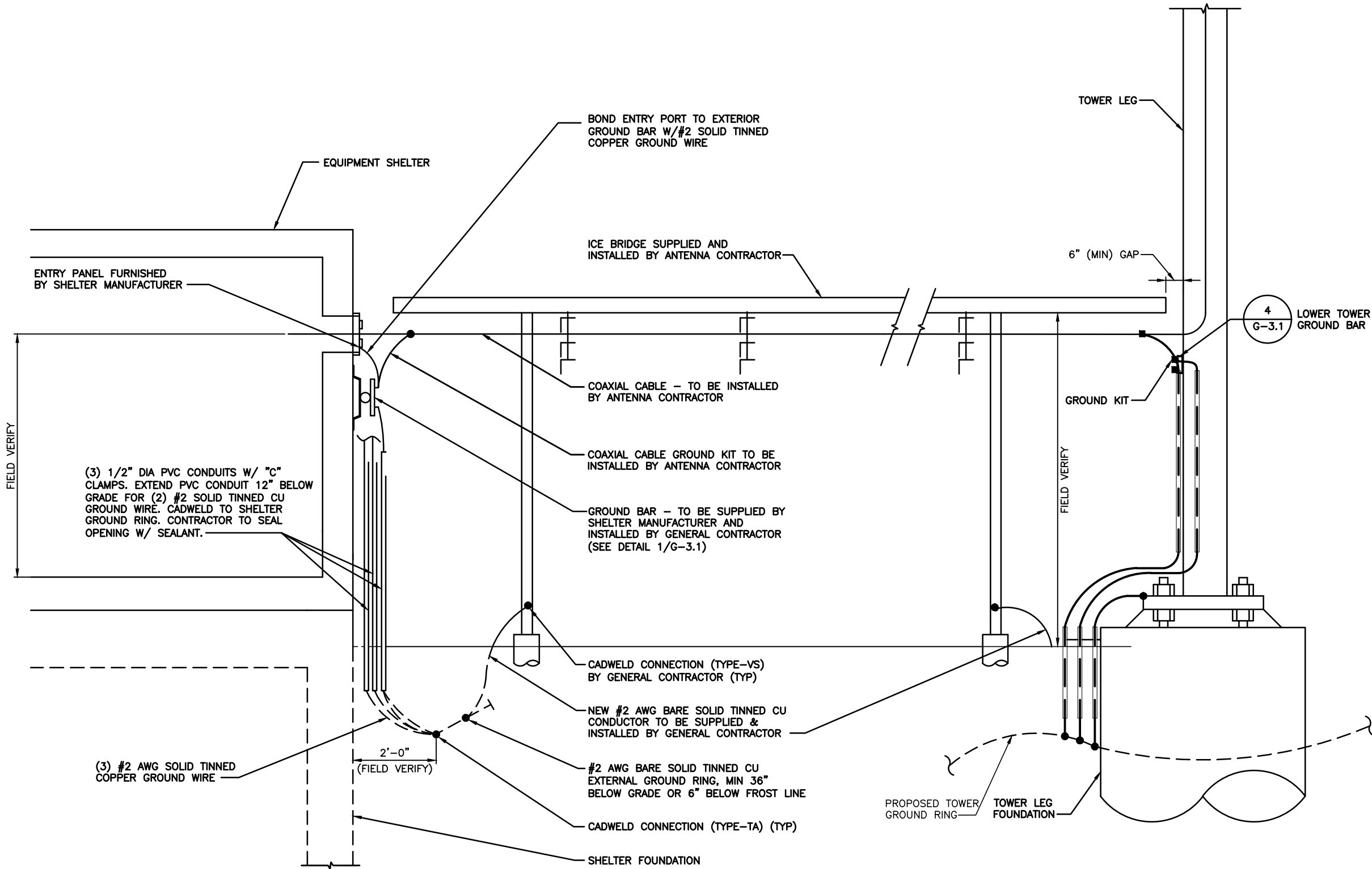
APPLICANT SITE NUMBER: KS1019

SITE ADDRESS: 18827 DILLIE RD  
EDGERTON, KS 66021

SHEET DESCRIPTION:	SHEET #:
GROUNDING PLAN	G-1.0

NOTE:

GROUND LEADS ENTERING THE SHELTER SHALL HAVE 1/2" RIGID PVC SLEEVES 12" MIN BELOW FINISHED GRADE TO 6" FROM CONNECTION POINT. ALL OTHERS SHALL HAVE 1/2" NONMETALLIC FLEXIBLE CONDUIT SLEEVES MIN 12" BELOW GRADE TO 6" FROM CONNECTION POINT.



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13654  
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Shelton Keisling

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APPLICANT SITE NAME:

WEST GARDNER

APPLICANT SITE NUMBER:

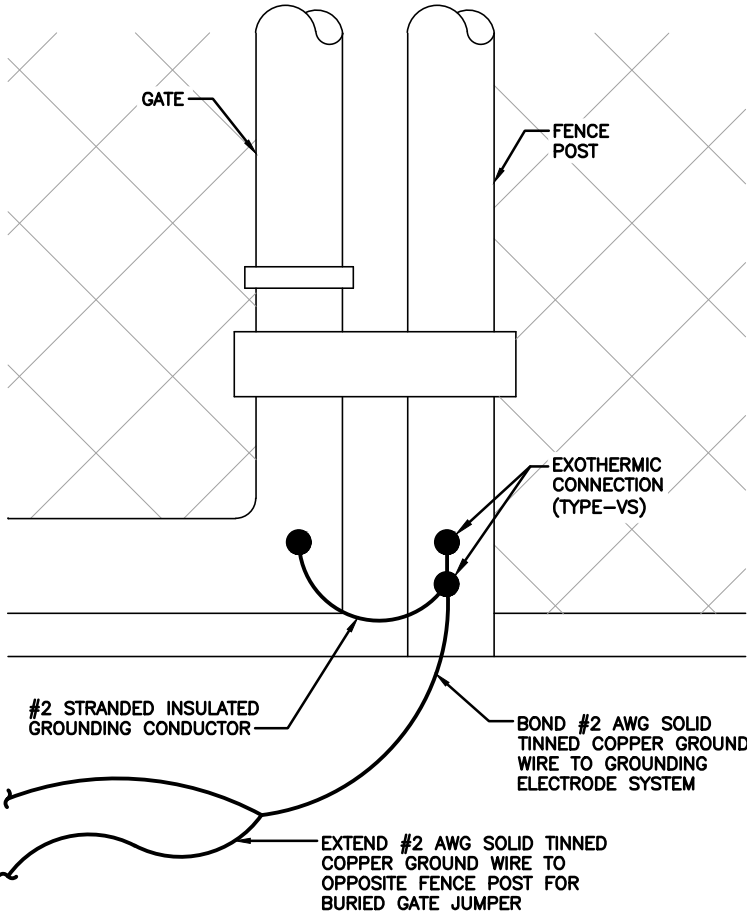
KS1019

SITE ADDRESS:

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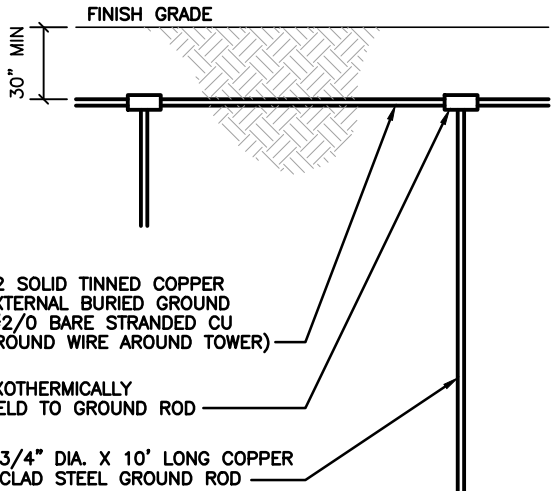
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GROUNDING RISING DIAGRAM	G-2.0





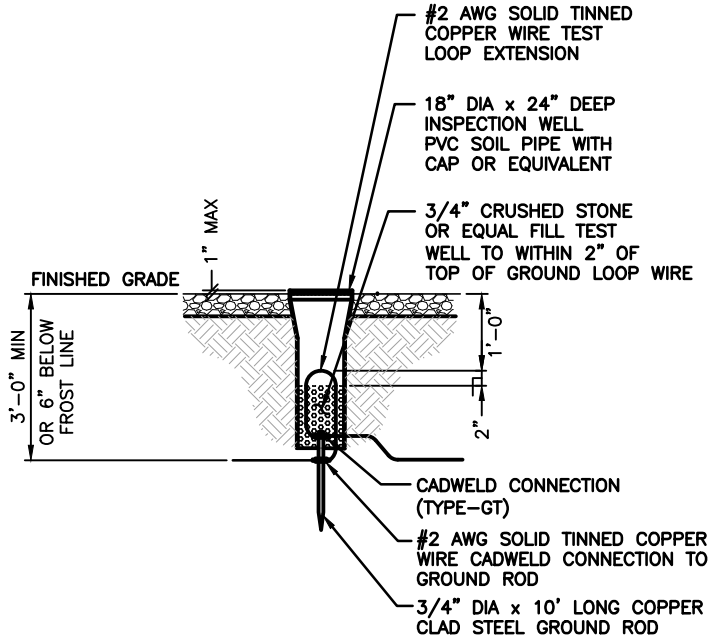
FENCE GATE GROUNDING DETAIL

1



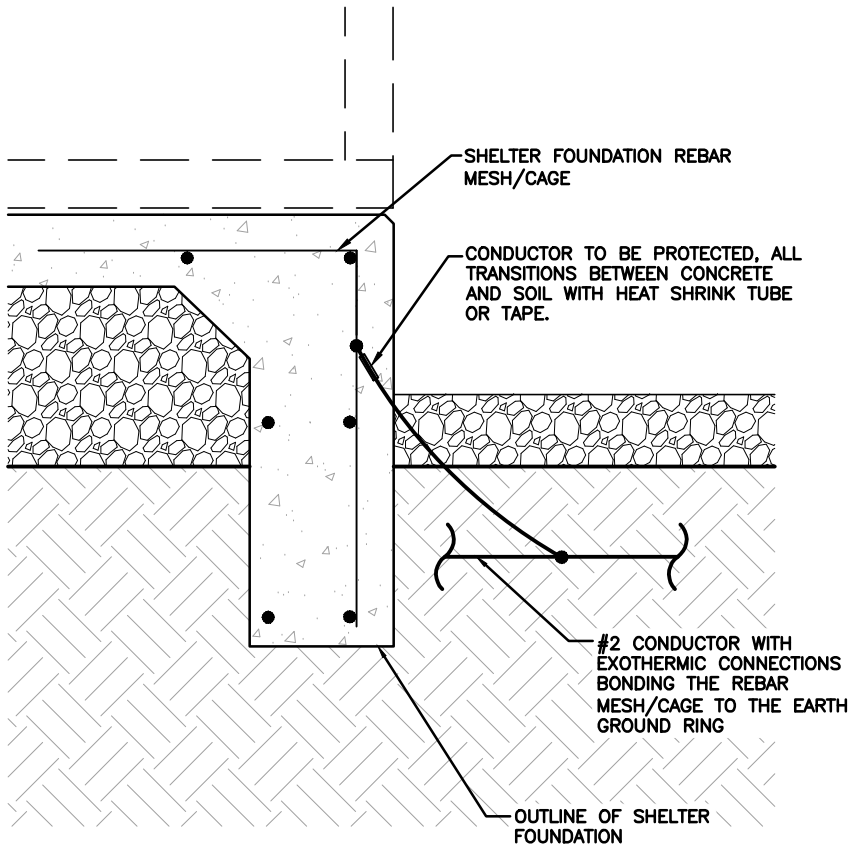
GROUND ROD DETAIL

2



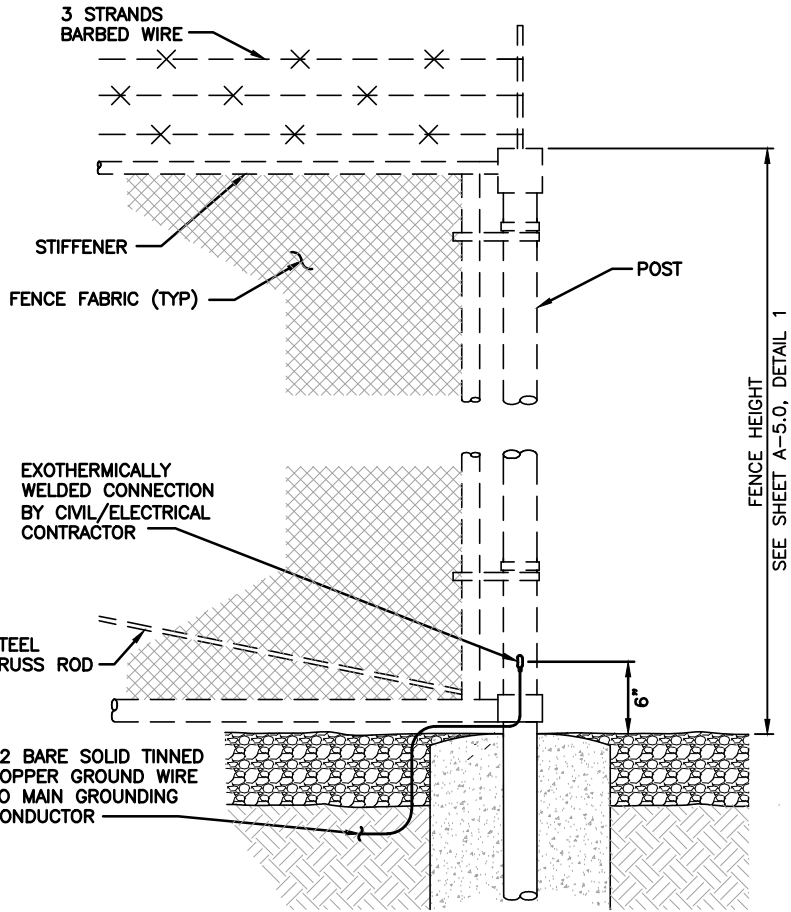
INSPECTION WELL

3



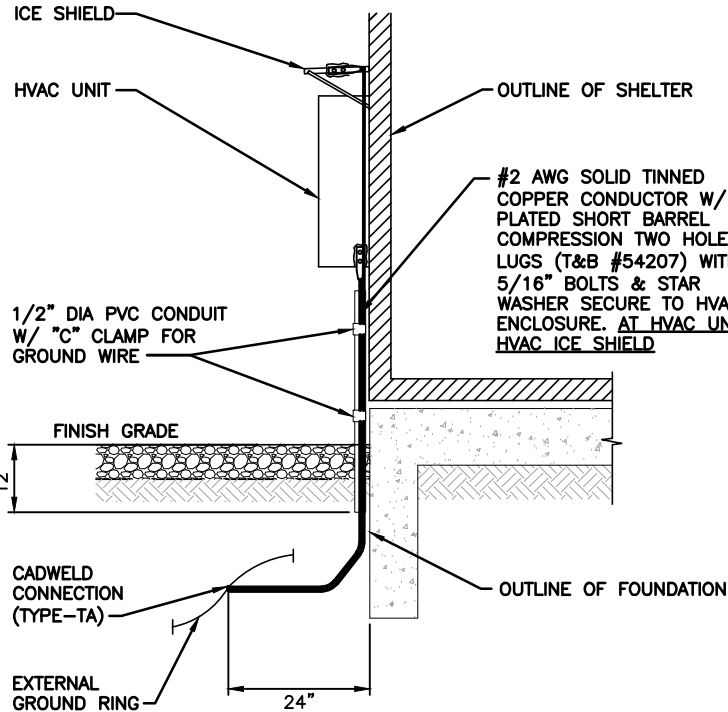
FOUNDATION GROUNDING DETAIL

6



FENCE END, CORNER, AND POST GROUNDING

5



HVAC GROUNDING DETAIL

4

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13654

KANSAS

PROFESSIONAL ENGINEER

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Shelton Keisling

ENGINEERING LICENSE  
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REJ ROBERT E. JENSEN 16096 CIVIL  
CG CHRISTOPHER GIANNOTTI 26673 CIVIL  
SDK SHELTON D. KEISLING 13654 ELECTRICAL  
TMS TERRANCE M. SUPER 9250 ELECTRICAL

PLANS PREPARED FOR:

PLANS PREPARED BY:

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APPLICANT SITE NAME:

WEST GARDNER

APPLICANT SITE NUMBER:

KS1019

SITE ADDRESS:

18827 DILLIE RD  
EDGERTON, KS 66021

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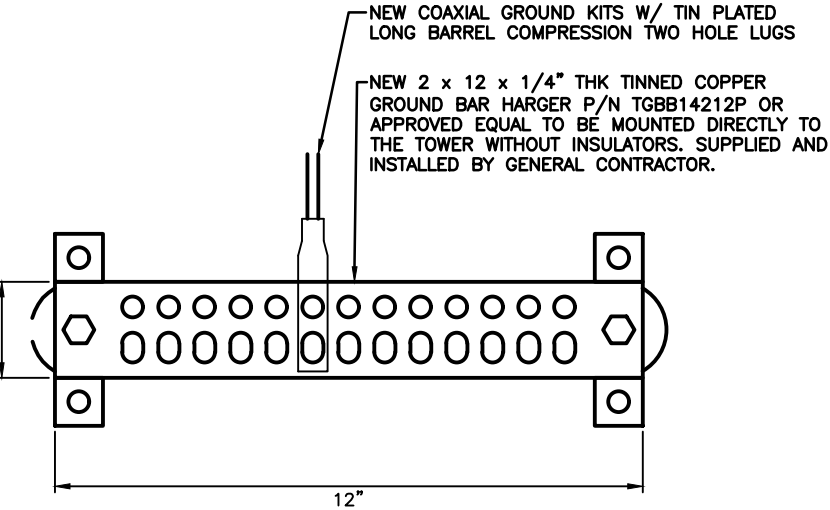
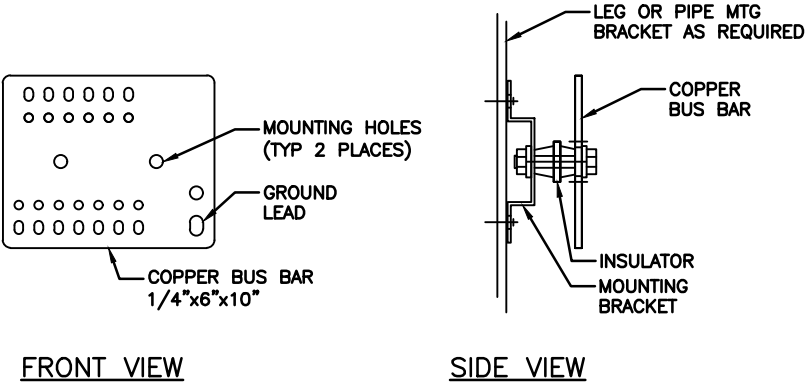
GROUNDING  
DETAILS  
(1 OF 3)

SHEET #:

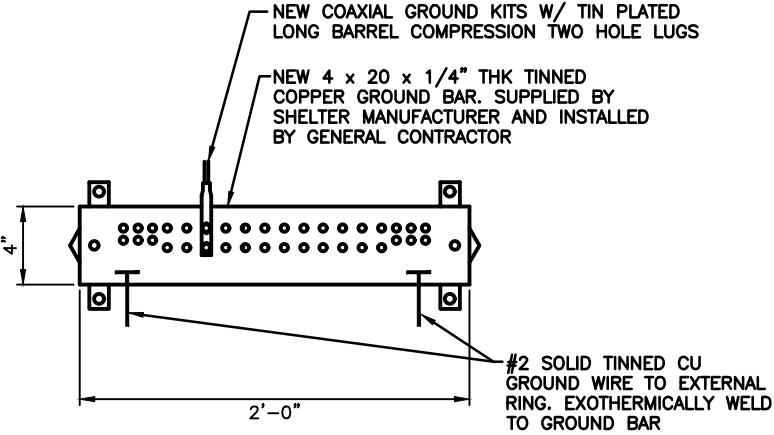
G-3.0



NOTES:  
1. TOP & INTERMEDIATE GROUND BAR ASSEMBLY (CIGBE). SIMILAR FOR IGB AND TGB.



- NOTES:
1. ALL HARDWARE 8-88 STAINLESS STEEL INCLUDING BELLVILLES, COAT ALL SURFACES WITH KOPR-SHIELD BEFORE MATING.
  2. FOR GROUND BOND TO STEEL ONLY: INSERT A TOOTH WASHER BETWEEN LUG AND STEEL, COAT ALL SURFACES WITH KOPR-SHIELD.
  3. ALL HOLES ARE COUNTERSUNK 1/16".
  4. CONTRACTOR TO USE A THIN COAT OF ANTI-CORROSION GREASE AT THESE CONNECTIONS.
  5. INSTALLED WITHIN 12" OF END OF COAX JUMPER CONNECTION.
  6. DIMPLE OR MECHANICAL CRIMP LUGS WILL NOT BE PERMITTED.



- NOTES:
1. ALL HARDWARE 8-88 STAINLESS STEEL INCLUDING BELLVILLES, COAT ALL SURFACES WITH KOPR-SHIELD BEFORE MATING.
  2. FOR GROUND BOND TO STEEL ONLY: INSERT A TOOTH WASHER BETWEEN LUG AND STEEL, COAT ALL SURFACES WITH KOPR-SHIELD.
  3. ALL HOLES ARE COUNTERSUNK 1/16".
  4. CONTRACTOR TO USE A THIN COAT OF ANTI-CORROSION GREASE AT THESE CONNECTIONS.
  5. INSTALLED AT 12" BELOW THE BOTTOM OF COAX ENTRY PORT.
  6. DIMPLE OR MECHANICAL CRIMP LUGS WILL NOT BE PERMITTED.

GROUND BAR ASSEMBLY

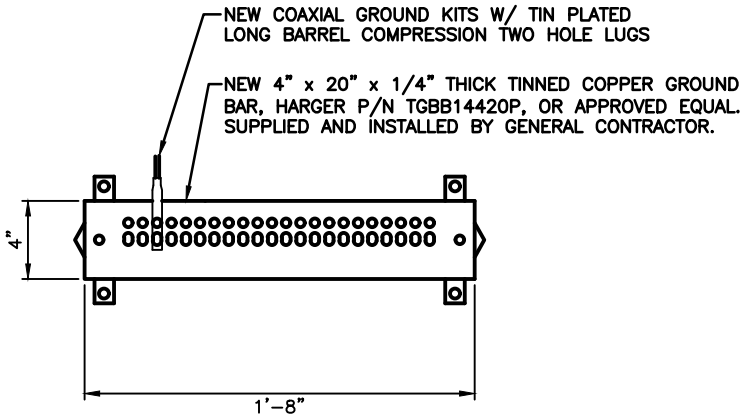
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ANTENNA GROUND BAR (ONE PER SECTOR)

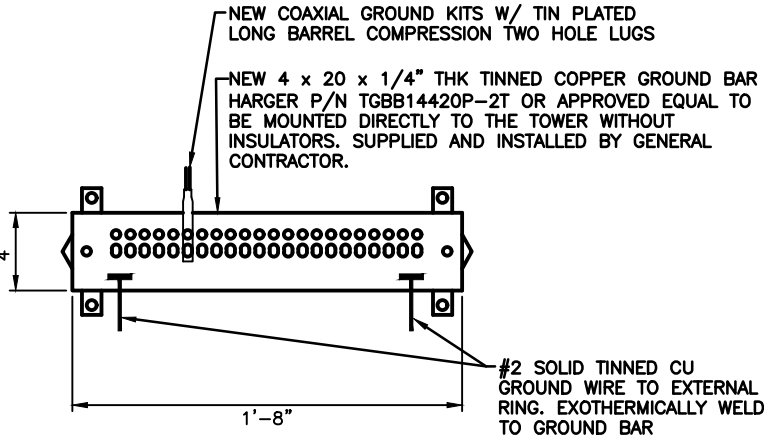
2

EXTERIOR SHELTER GROUND BAR

3



- NOTES:
1. ALL HARDWARE 8-88 STAINLESS STEEL INCLUDING BELLVILLES, COAT ALL SURFACES WITH KOPR-SHIELD BEFORE MATING.
  2. FOR GROUND BOND TO STEEL ONLY: INSERT A TOOTH WASHER BETWEEN LUG AND STEEL, COAT ALL SURFACES WITH KOPR-SHIELD.
  3. ALL HOLES ARE COUNTERSUNK 1/16".
  4. CONTRACTOR TO USE A THIN COAT OF ANTI-CORROSION GREASE AT THESE CONNECTIONS.
  5. INSTALLED WITHIN 12" OF INTERMEDIATE COAX GROUND KITS. COAX GROUND KITS SHALL BE AT 75' INTERVALS STARTING FROM THE ANTENNA CENTERLINE DOWN. SELF SUPPORT AND GUYED TOWERS ONLY.
  6. DIMPLE OR MECHANICAL CRIMP LUGS WILL NOT BE PERMITTED.



- NOTES:
1. ALL HARDWARE 8-88 STAINLESS STEEL INCLUDING BELLVILLES, COAT ALL SURFACES WITH KOPR-SHIELD BEFORE MATING.
  2. FOR GROUND BOND TO STEEL ONLY: INSERT A TOOTH WASHER BETWEEN LUG AND STEEL, COAT ALL SURFACES WITH KOPR-SHIELD.
  3. ALL HOLES ARE COUNTERSUNK 1/16".
  4. CONTRACTOR TO USE A THIN COAT OF ANTI-CORROSION GREASE AT THESE CONNECTIONS.
  5. INSTALLED AT NO GREATER THAN 36" BELOW ICE BRIDGE.
  6. DIMPLE OR MECHANICAL CRIMP LUGS WILL NOT BE PERMITTED.

DETAIL NOT USED

6

INTERMEDIATE COAX GROUND KIT - GROUND BAR

5

LOWER TOWER GROUND BAR

4

STAMP:

9/26/2024

SHELTON D. KEISLING  
LICENSED  
13654  
KANSAS  
PROFESSIONAL ENGINEER

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ENGINEERING LICENSE  
STATE OF KANSAS  
PE CERTIFICATE OF AUTHORIZATION # E-571  
ENGINEER: KMV KEVIN M. VANMAELE 22105 CIVIL C  
REJ ROBERT E. JENSEN 16096 CIVIL C  
CG CHRISTOPHER GIANNOTTI 26673 CIVIL C  
SDK SHELTON D. KEISLING 13654 ELECTRICAL E  
TMS TERRANCE M. SUPER 9250 ELECTRICAL E

PLANS PREPARED FOR:

evergy

PLANS PREPARED BY:

SSC

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WEST GARDNER

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KS1019

SITE ADDRESS:

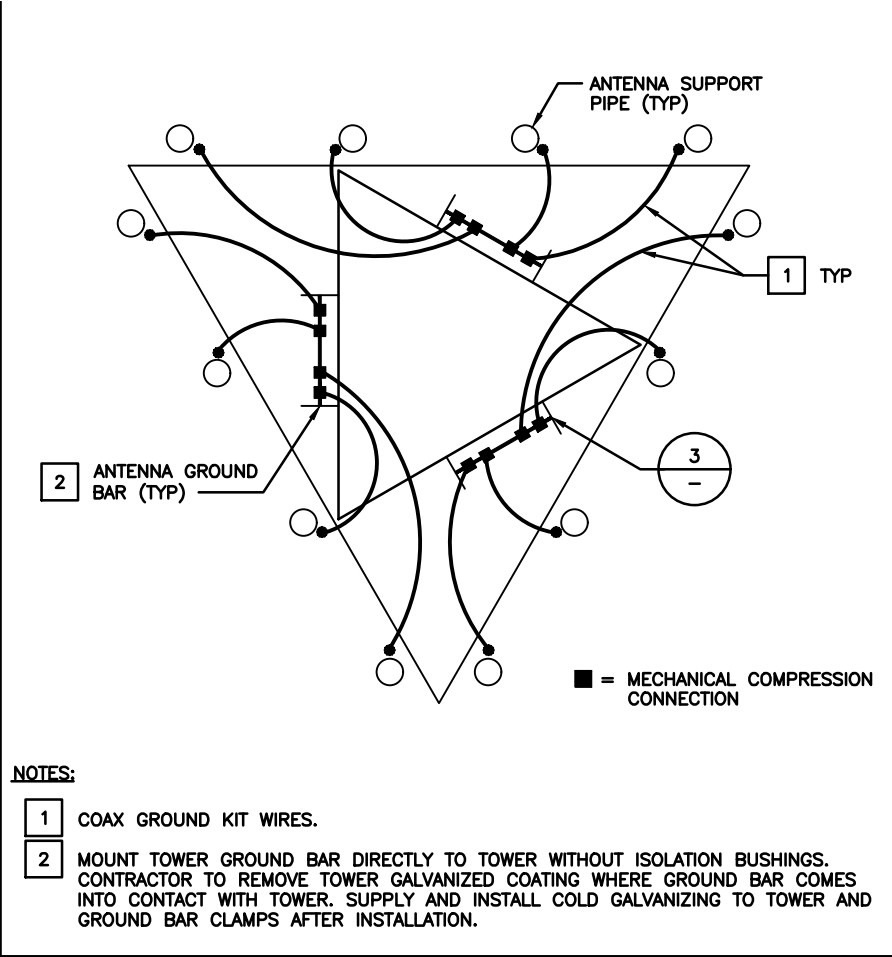
18827 DILLIE RD  
EDGERTON, KS 66021

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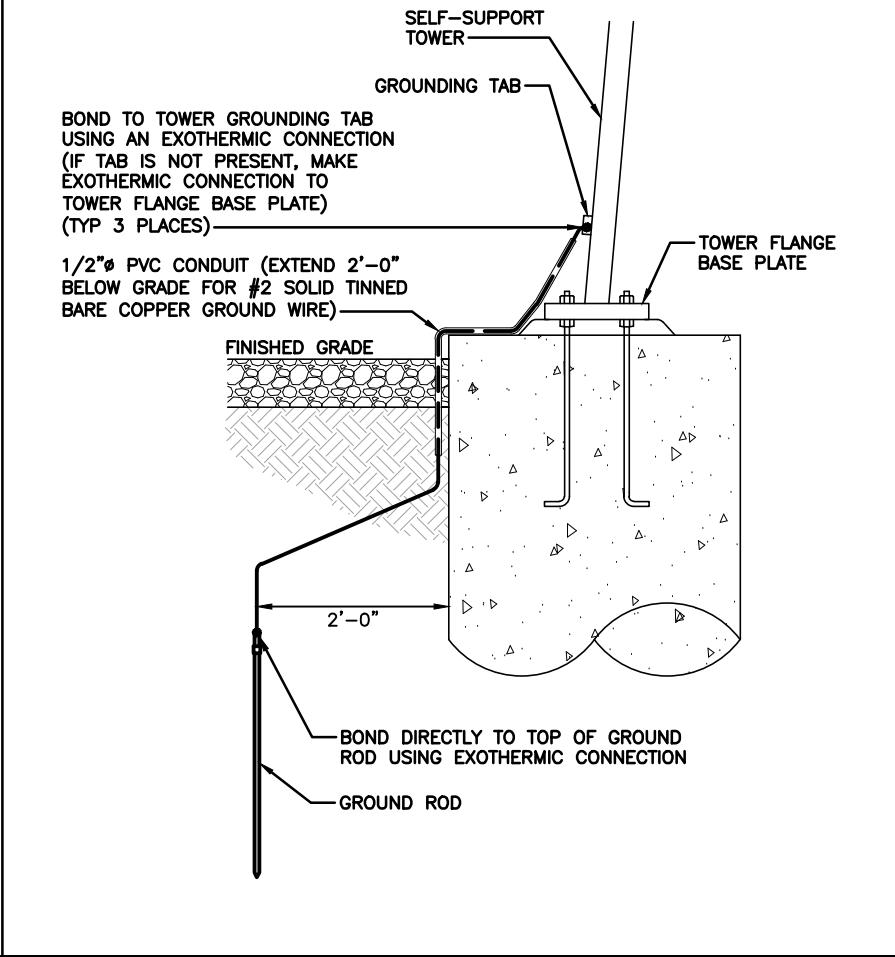
GROUNDING  
DETAILS  
(2 OF 3)

SHEET #:

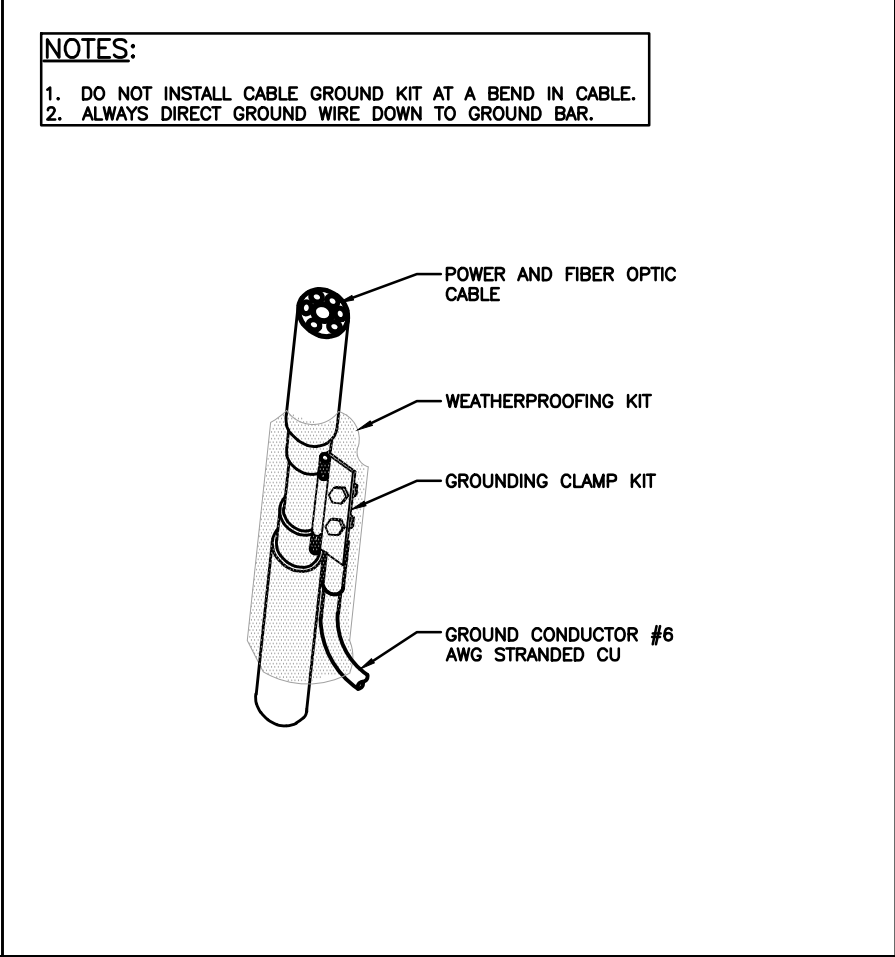
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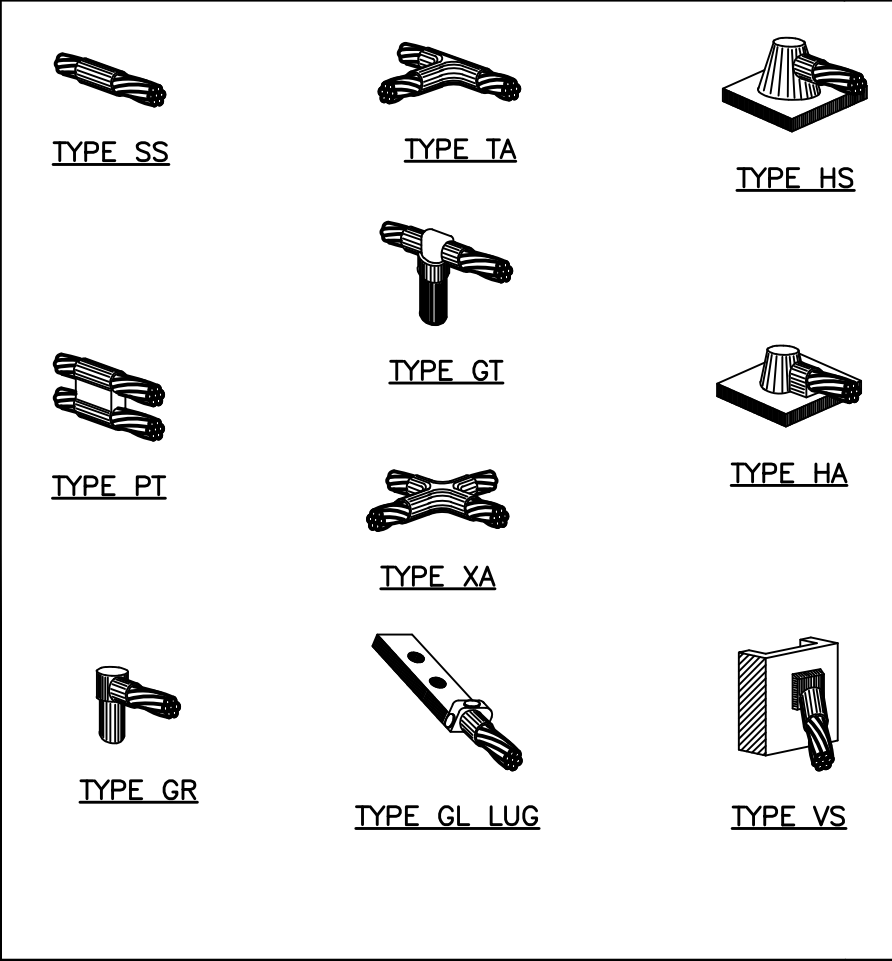
ANTENNA GROUNDING PLAN 1



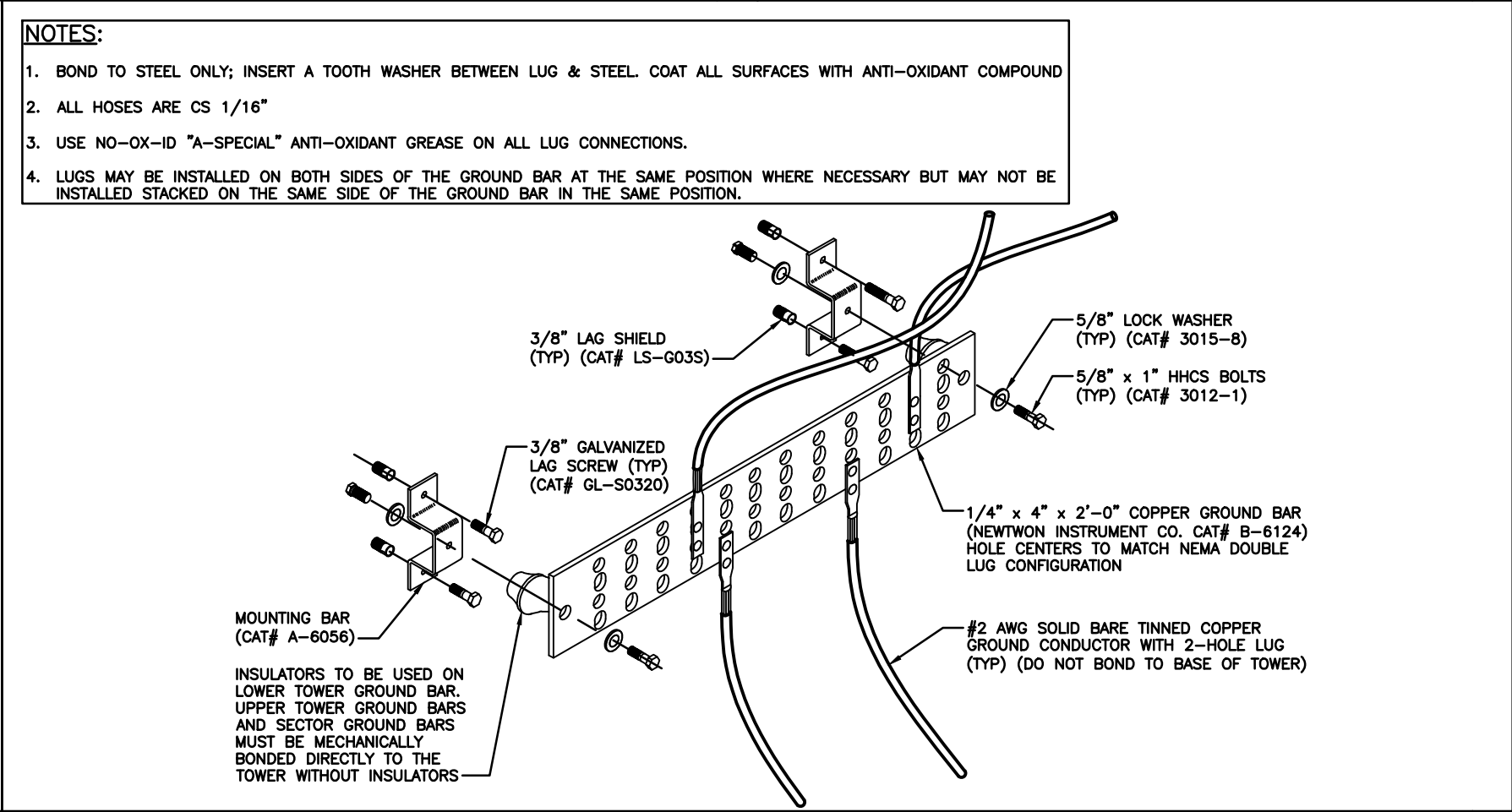
TOWER GROUNDING DETAIL 2



HYBRID CABLE GROUNDING 3



EXOTHERMIC CONNECTION TYPE DETAILS 5



GROUND BAR DETAIL 4

STAMP: 9/26/2024

SHELTON D. KEISLING  
LICENSED  
13654  
KANSAS  
PROFESSIONAL ENGINEER

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Shelton Keisling

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SDK SHELTON D. KEISLING 13654 ELECTRICAL  
TMS TERRANCE M. SUPER 9250 ELECTRICAL

PLANS PREPARED FOR:

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PLANS PREPARED BY:

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WEST GARDNER

APPLICANT SITE NUMBER:

KS1019

SITE ADDRESS:

18827 DILLIE RD  
EDGERTON, KS 66021

SHEET DESCRIPTION:

GROUNDING  
DETAILS  
(3 OF 3)

SHEET #:

G-3.2

GROUNDING SYMBOL LEGEND

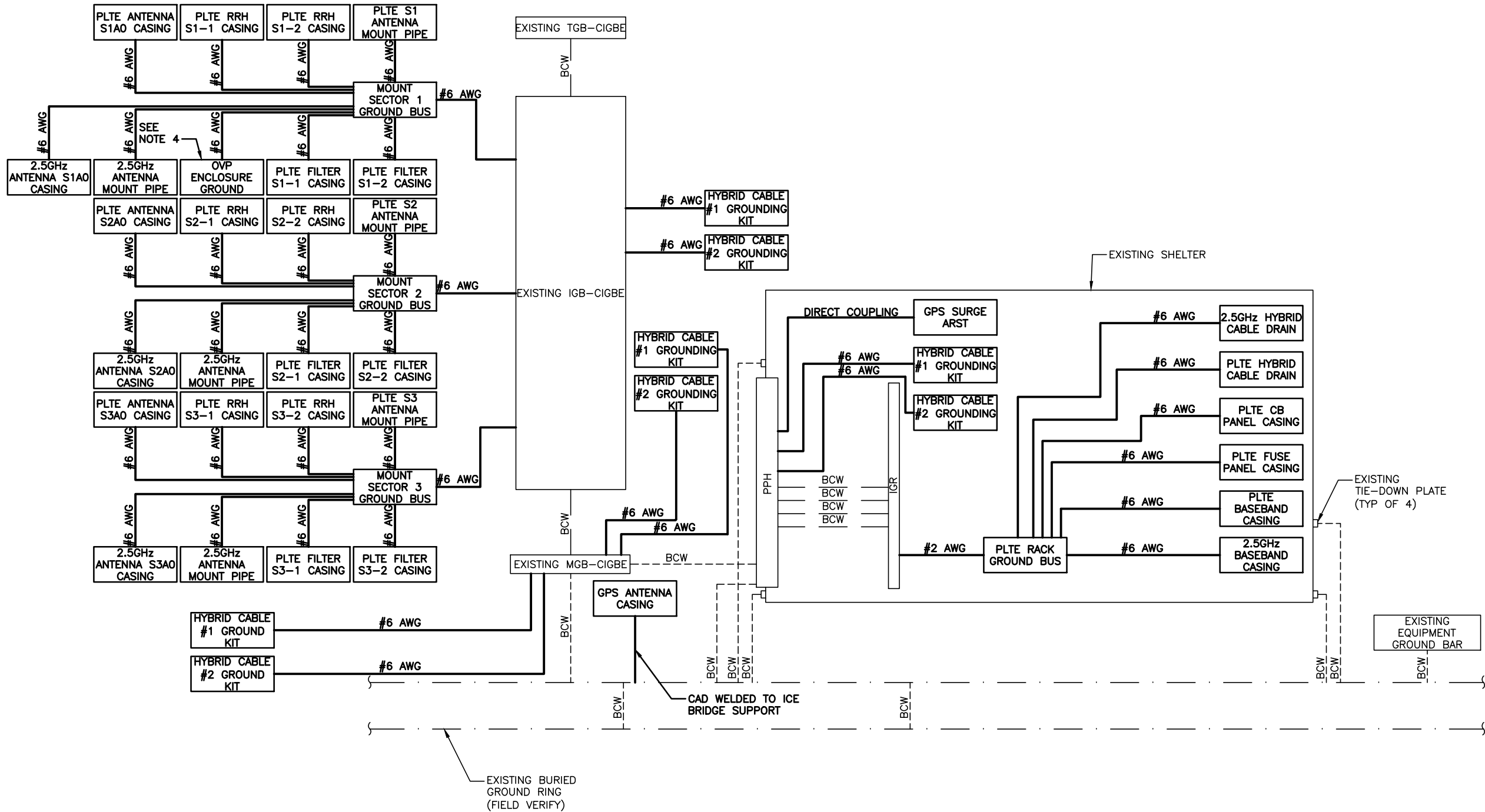
	GROUNDING CONDUCTOR - ABOVE GRADE
	EXISTING GROUNDING CONDUCTOR - ABOVE GRADE
	GROUNDING CONDUCTOR - BELOW GRADE
	EXISTING GROUNDING CONDUCTOR - BELOW GRADE
	EXISTING GROUNDING ELECTRODE SYSTEM

NOTES:

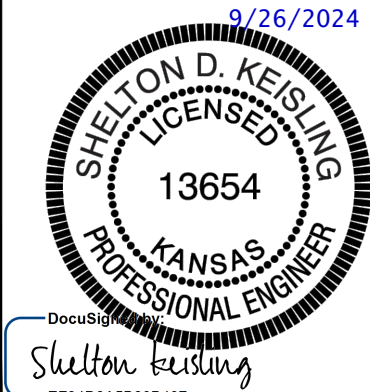
1. PROVIDE GROUNDING & BONDING CONDUCTORS WITH GREEN TYPE THHN INSULATION UNLESS OTHERWISE NOTED.
2. WELD GROUNDING CONNECTIONS TO EACH ANTENNA MOUNTING PIPE.
3. ALL GROUNDS AND LUGS SHALL HAVE S.S. HARDWARE AND BE COATED WITH AN OXIDE INHIBITED GEL.
4. OVP SHALL BE GROUNDED TO THE NEAREST SECTOR FRAME GROUND BUS BAR.

ABBREVIATIONS:

AWG	- AMERICAN WIRE GAUGE
BCW	- BARE COPPER WIRE
CIGBE	- CABLE ISOLATED GROUND BAR EXTERNAL
IGB	- INTERMEDIATE GROUND BAR (TOWER)
IGR	- INTERIOR GROUND GRID (ENCLOSURE)
MGB	- MASTER GROUND BAR
PPH	- POLYPHASE SINGLE POINT GROUND (ENCLOSURE)
TGB	- TOP GROUND BAR (TOWER)
EC	- ELECTRICAL CONTRACTOR
BC	- BUILDING CONTRACTOR



STAMP:



ENGINEERING LICENSE STATE OF KANSAS			
PE CERTIFICATE OF AUTHORIZATION # E-571			
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PLANS PREPARED FOR:



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SUBMITTALS:				
ISSUED FOR REVIEW	DESCRIPTION	DATE	BY	REV
REISSUED FOR CLIENT COMMENTS		08/27/24	WAG	A
ISSUED FOR CONSTRUCTION		09/26/24	WAG	B
		09/26/24	WAG	0

APPLICANT SITE NAME:

WEST GARDNER

APPLICANT SITE NUMBER:

KS1019

SITE ADDRESS:

18827 DILLIE RD  
EDGERTON, KS 66021

SHEET DESCRIPTION:

GROUNDING SYSTEMS

SHEET #:

G-4.0



EXHIBIT B – SPECIFICATIONS & STANDARDS

13 34 45 – ANTENNA SYSTEMS

PART 1: GENERAL

2.01 SPECIFICATIONS: – NOT APPLICABLE TO THIS SECTION

3.01 GENERAL:

- A. ALL WORK SHALL BE DONE IN A NEAT AND PROFESSIONAL MANNER.
- B. ALL EQUIPMENT SHALL BE INSTALLED AND TESTED IN ACCORDANCE WITH THE ORIGINAL MANUFACTURER’S INSTRUCTIONS.
- C. ALL EQUIPMENT SHALL BE PLACED INTO OPERATION IN ACCORDANCE WITH SPECIFIED FUNCTION AND INTENT.

3.02 INSTALLATION:

- A. INSTALL ANTENNA SYSTEMS AT EACH APPROPRIATE SITE LISTED IN THE CONSTRUCTION DRAWINGS.
- B. ANTENNAS:
  - 1. ALIGN ANTENNAS TO THE SPECIFIED AZIMUTHS AND ADJUSTED TO MAXIMUM RECEIVED SIGNAL LEVEL. (ELECTRONIC AZIMUTH/DT TOOL MUST BE USED)
  - 2. STABILIZE THE ANTENNA TO THE TOWER STRUCTURE TO PREVENT MOVEMENT UNDER ICING AND WIND CONDITIONS SPECIFIED BY ASCE 7 AND ANSI/TIA–222–H (OR MOST UP TO DATE REVISION).
- C. FEEDLINES:
  - 1. ATTACH FEEDLINES TO TOWER CABLE SUPPORT SYSTEMS USING APPROVED HANGERS AT INTERVALS AS RECOMMENDED BY THE MANUFACTURER BUT NOT EXCEEDING FIVE (5) FEET AT ANY POINT. USE FEEDLINE HANGERS AND MEMBER ADAPTORS DESIGNED SPECIFICALLY FOR THE FEEDLINE; CABLE TIES SHALL NOT BE USED.
  - 2. GROUND OUTER CONDUCTOR OF HYBRID FEEDER CABLE PER THE MANUFACTURER’S INSTRUCTIONS, USING APPROVED GROUNDING KITS AT THE FOLLOWING LOCATIONS:
    - a. AT THE OVP.
    - b. AT INTERMEDIATE GROUND BARS THAT SHALL NOT BE SPACED GREATER THAN 75’ APART.
    - c. AT THE BASE OF THE TOWER WHERE THE FEEDLINES TURN TOWARD THE BUILDING,
    - d. AT THE OUTSIDE OF THE BUILDING ENTRY PORT TO THE COPPER BUSS MOUNTED BAR ON THE BUILDING EXTERIOR NEAR THE ENTRY PORT(S).
    - e. AT THE INSIDE OF THE BUILDING ENTRY PORT TO THE COPPER BUSS BAR MOUNTED ON THE BUILDING INTERIOR NEAR THE ENTRY PORT(S).
  - 3. EACH GROUND LEAD SHOULD BE DIRECTED DOWNWARD IN A GRADUAL ARC.
  - 4. USE INTERMEDIATE GROUND BARS WHERE PROVIDED, OR GROUND DIRECTLY TO THE STRUCTURAL STEEL OF THE TOWER.
  - 5. WEATHERPROOF ALL GROUND KITS AND EXTERIOR FEEDLINE CONNECTIONS WITH MANUFACTURER APPROVED WEATHERPROOFING MATERIALS.
  - 6. INSTALL FIBER JUMPERS AND POWER CABLES FOR CONNECTING THE OVP TO THE RRHS.
  - 7. INSTALL RET/AISG CONTROL CABLES AND RF COAXIAL JUMPERS FOR CONNECTION THE RRHS TO THE CORRESPONDING ANTENNAS.
  - 8. LABEL EACH FEEDLINE AT THE INTERIOR ENTRANCE TO THE BUILDING TO CLEARLY IDENTIFY ITS FUNCTION, HEIGHT OF ANTENNA, AND AZIMUTH OF ANTENNA IF DIRECTIONAL. ALL LABEL DESIGNATIONS SHALL BE APPROVED BY THE OWNER.
  - 9. LABELS SHALL BE AFFIXED TO THE FEEDLINE THAT CAN BE READ BY A PERSON STANDING IN THE BUILDING, BE MACHINE PRINTED, AND HAVE PERMANENT HIGH CONTRAST LETTERING.
- D. BUILDING PORT ENTRY:
  - 1. COVER ANY UNUSED PORT ENTRIES ACCORDING TO MANUFACTURER’S STANDARDS.
  - 2. USE PROPER BOOTS BASED ON FEEDLINE SIZE AND PORT ENTRY DIAMETER.

3.03 TESTING:

- A. ANTENNA FEEDLINE TESTING SHALL BE SPECIFIED IN COMMUNICATIONS DISTRIBUTION 33 82 00 FOUND IN EXHIBIT B.

END OF SECTION 13 34 45

SECTION 270528 – PATHWAYS FOR COMMUNICATIONS SYSTEMS

PART 1 – GENERAL

1.01 SUMMARY:

- A. THIS SECTION COVERS THE FURNISHING AND INSTALLATION BY THE CONTRACTOR OF SITE INFRASTRUCTURE REQUIRED TO SUPPORT THE INSTALLATION OF THE ASSOCIATED ANTENNA SYSTEMS AND FEEDLINES AT EACH SITE.
- B. INFRASTRUCTURE IS HEREBY DEFINED TO INCLUDE:
  - 1. EARTH GROUNDING SYSTEMS INCLUDING GROUND CONDUCTORS AND GROUND BARS.
  - 2. CABLE ICE BRIDGES.
  - 3. VERTICAL CABLE LADDERS ON EXISTING TOWERS.
  - 4. WALL ENTRY PORT FOR FEEDLINES.
- C. THE CONTRACTOR, IF INDICATED IN THE DRAWINGS, SHALL INSTALL OWNER–FURNISHED LIGHTNING ROD AT THE TOP OF THE TOWER STRUCTURE IN ACCORDANCE WITH MANUFACTURER’S SPECIFICATIONS.
- D. THE CONTRACTOR, IF INDICATED IN THE DRAWINGS, SHALL FURNISH AND INSTALL AN ICE BRIDGE FOR THE TOWER SITES TO SUPPORT AND SHIELD THE NEW AND EXISTING CABLES AS SPECIFIED. THE TYPICAL ICE BRIDGE CONFIGURATION IS

- SHOWN IN THE DRAWINGS AND THE CONTRACTOR SHALL ADAPT THE SCHEME TO THE SPECIFIC PHYSICAL ARRANGEMENT OF THE SITE.
- E. THE CONTRACTOR, IF INDICATED IN THE DRAWINGS, SHALL FURNISH AND INSTALL A VERTICAL CABLE SUPPORT LADDER FOR THE TOWER TO SUPPORT THE NEW CABLES TO PROVIDE A NEAT AND ORDERLY TRANSITION FROM THE TOWER TO THE HORIZONTAL CABLE SUPPORT FACILITY AT THE BASE OF THE TOWER. CONTRACTOR SHALL COORDINATE WITH THE REQUIREMENTS OF SECTION 133445.
  - F. THE CONTRACTOR, IF INDICATED IN THE DRAWINGS, SHALL FURNISH AND INSTALL A NEW ENTRY PORT FOR NEW FEEDLINES WHERE SPECIFIED. THE CONTRACTOR SHALL ADAPT THE SCHEME TO THE SPECIFIC PHYSICAL ARRANGEMENT OF THE SITE.

1.02 QUALITY ASSURANCE:

- A. APPLICABLE STANDARDS:
  - 1. AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI) C2 NATIONAL ELECTRICAL SAFETY CODE (NESC).
  - 2. NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) 780 LIGHTNING PROTECTION CODE.

1.03 WORK BY OTHERS: – NOT APPLICABLE TO THIS SECTION

1.04 RELATED WORK SPECIFIED ELSEWHERE:

- A. COMMUNICATIONS DISTRIBUTION: SECTION 338200.
- B. ANTENNA SYSTEMS: SECTION 133445

1.05 COMPLIANCE SUBMITTALS:

- A. ALL SUBMITTALS SHALL BE EXECUTED IN ACCORDANCE WITH OWNER’S REQUIREMENTS.

PART 2 – PRODUCTS

2.01 ACCEPTABLE MANUFACTURERS:

- A. CABLE LADDERS:
  - 1. SABRE.
  - 2. VALMONT.
  - 3. APPROVED EQUAL.
- B. CABLE ICE BRIDGES:
  - 1. COMMSCOPE.
  - 2. SITE PRO 1.
  - 3. VALMONT.
  - 4. HUTTON.
  - 5. APPROVED EQUAL.

2.02 WIRE AND CABLE:

- A. CONDUCTOR SIZES:
  - 1. ANTENNAS AND FEEDLINES: STRANDED COPPER NO. 2 AWG THHN GREEN.

2.03 GROUND BARS:

- A. GROUND BARS SHALL BE UNIVERSAL TYPE, SOLID COPPER OF DIMENSIONS NOT LESS THAN 1/4X4X20 INCHES WITH 7/16–INCH PRE–DRILLED UNIVERSAL LUG HOLES.
- B. GROUND BARS SHALL INCLUDE INSULATORS AND HARDWARE APPROPRIATE FOR MOUNTING.
- C. EXTERIOR GROUND BARS AND TOWER GROUND BARS SHALL BE TINNED TO DISCOURAGE THEFT.
- D. INTERIOR GROUND BARS SHALL BE BARE COPPER.

2.04 FEEDLINE ENTRY PORT:

- A. PROVIDE CABLE BOOTS DESIGNED FOR THE FEEDLINE SIZE BEING INSTALLED. USE BOOTS WITH MULTIPLE CABLE CAPACITY TO MAXIMIZE THE NUMBER OF SPARE PORTS.
- B. FURNISH CAPS FOR ALL UNUSED PORTS TO PREVENT INGRESS OF DUST OR MOISTURE.

2.05 VERTICAL CABLE LADDER:

- A. CABLE LADDERS SHALL BE DESIGNED FOR THE SELF–SUPPORT 3–LEGGED TOWERS AND THE GUYED TOWERS AS INDICATED.
- B. FEEDLINE SUPPORT SHALL BE ENGINEERED TO PROVIDE SUPPORTS AT INTERVALS NOT GREATER THAN THREE FEET ON CENTER. THIS SUPPORT SHALL BE IN THE FORM OF A FULL–HEIGHT CABLE/WAVEGUIDE LADDER MOUNTED NEAR THE PERSONNEL LADDER TO FACILITATE FEEDLINE INSTALLATION. THE HORIZONTAL BRACKETS SHALL BE WIDE ENOUGH TO ACCOMMODATE THE INITIAL AND PLANNED FEEDLINES REQUIRED PLUS SPACE FOR AN ADDITIONAL TWENTY PERCENT OF FEED LINES.
- C. HORIZONTAL BRACKETS SHOULD HAVE 3/8 INCH HOLES TO ACCEPT BUTTERFLY HANGER CABLE ATTACHMENT HARDWARE AND 3/4 INCH HOLES TO ACCEPT SNAP–IN CABLE ATTACHMENT HARDWARE.
- D. EACH SECTION OF THE COAX/WAVEGUIDE CABLE LADDER SHALL BE BONDED TOGETHER AND TO THE TOWER EITHER USING MANUFACTURER SPECIFICATIONS OR A BONDING JUMPER THAT IS #6 AWG GREEN SUPER WELDING CABLE EXTRA FLEXIBLE.

2.06 ICE BRIDGE:

- A. FOR SITES NEEDING ROUTES TO A NEW CABLE ENTRY PORT, FURNISH AN ICE BRIDGE OF THE PROPER LENGTH.
- B. THE ICE BRIDGE SHALL BE CONSTRUCTED OF ALL GALVANIZED STEEL.
- C. HEIGHT SHALL BE DETERMINED ACCORDING TO SITE CONFIGURATION. THE HEIGHT SHALL ALLOW FOR THE FEEDLINES TO ENTER THE BUILDING HORIZONTALLY.
- D. TWO SUPPORT POSTS SHALL BE PROVIDED FOR EACH SECTION, OR ONE POST EACH FIVE FEET, WHICHEVER IS GREATER. USE 13–FOOT 4–INCH DIRECT–BURIAL

- PIPE SUPPORTS OR LONGER IF REQUIRED.
- E. CONFIGURE AS INDICATED IN DRAWINGS.

PART 3 – EXECUTION

3.01 INSTALLATION:

- A. CONNECTIONS:
  - 1. ALL EXTERIOR WALL PENETRATIONS SHALL BE APPROPRIATELY SEALED TO PREVENT INFILTRATION OF DUST, MOISTURE, AND INSECTS.
- B. CONTRACTOR–INSTALLED EQUIPMENT:
  - 1. GROUND ALL EXTERIOR METAL SURFACES AS INDICATED ON THE DRAWINGS. EACH SECTION OF NEW ICE BRIDGE SHALL BE BONDED TO ADJACENT SECTIONS WITH A TINNED GROUND JUMPER AS INDICATED ON THE DRAWINGS.
  - 2. INSTALL SURGE SUPPRESSORS AS INDICATED BY THE DRAWINGS AND BOND TO INTERIOR GROUND BAR (OR TO APPROPRIATE EARTH GROUND IF INTERIOR GROUND BAR IS NOT PROVIDED) WITH #6 AWG THHN GREEN JUMPER.
  - 3. INSTALL CABLE SUPPORT LADDER AS INDICATED BY THE DRAWINGS AND ATTACH TO TOWER WITH MANUFACTURER SUPPLIED MOUNTING HARDWARE AND INSTALLED AS SPECIFIED BY MANUFACTURER.
  - 4. FEEDLINE ENTRY PORT: CONTRACTOR SHALL USE WET CORE DRILLING TECHNIQUE FOR WALL PENETRATIONS.
  - 5. FOUNDATIONS: SHOULD ANY DAMAGE OCCUR TO EXISTING FOUNDATIONS OR THE EXISTING GROUNDING INFRASTRUCTURE DURING THE CONSTRUCTION OF NEW ICE BRIDGE SECTIONS (IF APPLICABLE), THE CONTRACTOR SHALL REPAIR THE AFFECTED AREAS.

END OF SECTION 270528

STAMP:

9/26/2024

KEVIN VANMAELE

LICENSED

22105

KANSAS

PROFESSIONAL ENGINEER

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Kevin Van Maele

ENGINEERING LICENSE  
STATE OF KANSAS  
PE CERTIFICATE OF AUTHORIZATION # E-571  
ENGINEER: KJV KEVIN M. VANMAELE 22105 CIVIL C  
REJ ROBERT E. JENSEN 16096 CIVIL C  
CG CHRISTOPHER GIANNOTTI 26673 CIVIL C  
SDK SHELTON D. KEISLING 13654 ELECTRICAL E  
TMS TERRANCE M. SUPER 9250 ELECTRICAL E

PLANS PREPARED FOR:  


PLANS PREPARED BY:  


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REISSUED FOR CLIENT COMMENTS		09/26/24	WAG	B
ISSUED FOR CONSTRUCTION		09/26/24	WAG	0

APPLICANT SITE NAME:  
  
WEST GARDNER

APPLICANT SITE NUMBER:  
  
KS1019

SITE ADDRESS:  
  
18827 DILLIE RD  
EDGERTON, KS 66021

SHEET DESCRIPTION:  
  
SPECIFICATIONS  
(1 OF 6)

SHEET #:  
  
SP-1.0

SECTION 338200 – COMMUNICATIONS DISTRIBUTION

PART 1 – GENERAL

- 1.01 **SUMMARY:**
- A. THIS SECTION COVERS THE TESTING OF RADIO ANTENNAS, HYBRID FEEDER CABLES, RF COAXIAL JUMPERS, CONNECTORS, AND OTHER ITEMS FURNISHED AND INSTALLED BY THE CONTRACTOR, REQUIRED FOR THE LTE ANTENNA SYSTEMS.
- B. THE CONTRACTOR SHALL INSTALL COMPLETE AND FULLY FUNCTIONAL LTE ANTENNA SYSTEMS FOR COMMUNICATION SITES, INCLUDING PROPER ALIGNMENT, PASSING TESTS, AND READY FOR CONNECTION TO THE BASEBAND UNIT (BBU).1.02
- 1.02 **REFERENCES:**
- A. AMERICAN NATIONAL STANDARDS INSTITUTE/NATIONAL FIRE PROTECTION ASSOCIATION (ANSI/NFPA) –70– “NATIONAL ELECTRIC CODE.”.
- B. STRUCTURAL STANDARDS FOR STEEL ANTENNA TOWERS AND ANTENNA SUPPORTING STRUCTURES (ANSI/TIA 222–H).
- C. UNIFORM BUILDING CODE.
- 1.03 **WORK BY OTHERS:** – NOT APPLICABLE TO THIS SECTION
- 1.04 **RELATED WORK SPECIFIED ELSEWHERE:**
- A. PATHWAYS FOR COMMUNICATIONS SYSTEMS: EXHIBIT B SECTION 270528.B.
- B. ANTENNA SYSTEMS: EXHIBIT B SECTION 133445.
- C. FIBER OPTIC SUPPLY CABLE TEST PLAN FOUND IN EXHIBIT B.
- 1.05 **SUBMITTALS:**
- A. ALL SUBMITTALS SHALL BE EXECUTED IN ACCORDANCE WITH OWNER’S REQUIREMENTS.
- 1.06 **QUALITY ASSURANCE:**
- A. THE CONTRACTOR SHALL INSTALL AND TEST EQUIPMENT SO THAT UPON INSTALLATION AND OPERATION WITH MANUFACTURER’S RECOMMENDED PROCEDURES, THE EQUIPMENT WILL CONFORM TO ALL GOVERNING CODES AND STANDARDS INCLUDING, BUT NOT LIMITED TO, THE MOST CURRENT REVISIONS OF APPLICABLE INDUSTRY STANDARDS.
- B. ALL TESTING EQUIPMENT SHALL BE CALIBRATED PER THE MANUFACTURER’S RECOMMENDATION. AT LEAST TWO WEEKS BEFORE THE TESTING IS PERFORMED, THE CONTRACTOR SHALL PROVIDE PROOF THAT THE TEST EQUIPMENT IS CALIBRATED.

PART 2 – EXECUTION

- 2.01 **GENERAL:**
- A. ALL WORK SHALL BE DONE IN A NEAT AND PROFESSIONAL MANNER.
- B. ALL EQUIPMENT SHALL BE TESTED IN ACCORDANCE WITH THE ORIGINAL MANUFACTURER’S INSTRUCTIONS. THE OWNER SHALL RESERVE THE RIGHT TO WITNESS ALL TESTS. COPIES OF ALL TEST REPORTS SHALL BE SUBMITTED PER THE OWNER’S REQUIREMENTS.
- C. ALL EQUIPMENT SHALL BE PLACED INTO A READY CONDITION IN ACCORDANCE WITH SPECIFIED FUNCTION AND INTENT.
- D. ALL FACTORY PROVIDED CERTIFICATIONS SHALL BE MAINTAINED AND TURNED OVER TO THE OWNER WITH THE CLOSE OUT PACKAGE.
- 2.02 **TESTING:**
- A. THE CONTRACTOR SHALL CONDUCT ANY AND ALL TESTS AS NECESSARY TO ASSURE THAT EACH ANTENNA SYSTEM IS PROPERLY ALIGNED AND PROPERLY FUNCTIONING.
- B. ALL AZIMUTHS, MECHANICAL DOWN TILTS, AND ELECTRICAL DOWN TILTS SHALL BE SET AND VERIFIED VIA AN ELECTRONIC ALIGNMENT TOOL PER THE DESIGN REQUIREMENTS BEFORE ANY TESTING IS CONDUCTED.
- C. THE CONTRACTOR SHALL TEST EACH CABLE AND ANTENNA SYSTEM TO VERIFY THAT THE PERFORMANCE MEETS MANUFACTURER’S PUBLISHED SPECIFICATIONS.
- D. FOR EACH ANTENNA SYSTEM UTILIZING RF COAXIAL JUMPERS, THE CONTRACTOR SHALL:
1. CONDUCT ALL TESTS WITH A CALIBRATED PHASE STABLE CABLE. THE TESTS SHALL BE COMPLETED BY INDIVIDUALS WHO HAVE BEEN CERTIFIED BY THE TEST EQUIPMENT MANUFACTURER AS COMPETENT IN TESTING WITH THE TEST EQUIPMENT. ALL CERTIFICATIONS SHALL BE CURRENT AND VALID.
2. PERFORM THE FOLLOWING TESTS:
- a. AN INSERTION LOSS TEST AND A RETURN LOSS TEST SHALL BE CONDUCTED, AT A MINIMUM, ACROSS THE ENTIRE BAND OF FREQUENCIES FOR WHICH THE ANTENNA SYSTEM IS DESIGNED TO OPERATE USING A SWEEPING FREQUENCY TEST SET; TESTING SHALL NOT BE CONDUCTED USING THE DISCRETE FREQUENCY METHOD.
- (1)CABLE INSERTION LOSS SHALL BE TESTED TO VERIFY THAT IT IS WITH IN FACTORY SPECIFICATIONS.
- (2)CABLE RETURN LOSS WITHOUT ANTENNA.
- (a)RETURN LOSS SHALL BE GREATER THAN 18DB.
- (3)SYSTEM RETURN LOSS WITH JUMPER AND ANTENNA.
- (a)RETURN LOSS SHALL BE EQUAL TO OR GREATER THAN THE ANTENNA SPECIFICATION.
- b. PASSIVE INTERMODULATION (PIM) TESTING SHALL CONSIST OF TWO (2) 43DBM TONES AND PASS AT –153DBC.
- (1)TESTING SHALL INCLUDE BOTH STATIC AND DYNAMIC TESTING AND INCLUDE TAPPING/LIGHTLY SHAKING CONNECTORS AND CABLES WHILE UNDER DYNAMIC TEST.
- (2)DYNAMIC TESTING SHALL OCCUR FOR A MINIMUM DURATION OF SIXTY (60) SECONDS.

- (3)ALL CABLE ASSEMBLIES SHALL BE PIM TESTED FROM THE JUMPER INTO THE ANTENNA.
- (a)IF PIM FAILS INTO AN ANTENNA, THE JUMPER SHALL BE PIM TESTED INTO A PIM–RATED LOAD, AND THE ANTENNA SHALL BE PIM TESTED SEPARATELY TO IDENTIFY THE SOURCE.
- 1) IF THE ANTENNA FAILS, A “BLUE SKY” TEST SHALL BE PERFORMED TO CHECK FOR “RUSTY BOLT” EFFECT. IF THE ANTENNA STILL FAILS, IT SHALL BE REMOVED AND TESTED ON THE GROUND TO VERIFY THE PIM IS INTERNAL TO THE ANTENNA.
- 2) A “BLUE SKY” PIM TEST REQUIRES THE ANTENNA TO HAVE A CLEAR LINE OF SIGHT, BOTH IN FRONT OF AND BEHIND THE ANTENNA.
- 3) ANY ISSUES RELATED TO FINAL POSITION OF ANTENNAS, SUCH AS PIM PASSING OFF AZIMUTH, BUT FAILING ON AZIMUTH SHALL BE BROUGHT TO THE OWNER’S ATTENTION AS SOON AS THEY ARE IDENTIFIED FOR COORDINATION/CORRECTIVE ACTION.
- E. FOR EACH ANTENNA SYSTEM UTILIZING FIBER, THE CONTRACTOR SHALL PERFORM THE FOLLOWING OUTLINED IN FIBER OPTIC SUPPLY CABLE TEST PLAN LOCATED IN EXHIBIT B.
1. END FACE INSPECTION WITH VISUAL TEST PROBE TO VERIFY END CONNECTOR FACE IS CLEAN
- a. END CONNECTORS SHALL BE INSPECTED AND CLEANED IF REQUIRED EACH TIME BEFORE CONNECTING.
2. FIBER TESTING.
- a. POWER LOSS TESTING.
- b. OPTICAL RETURN LOSS (ORL) TESTING.
- c. OPTICAL TIME DOMAIN REFLECTOMETER (OTDR) TESTING (AS NEEDED).
- (1)AN OTDR IS REQUIRED WHEN POWER LOSS AND/OR OPTICAL LOSS TESTING FAILS.
- (2)AN OTDR IS REQUIRED FOR ANY CABLE WITH FIELD TERMINATED SPLICES.
- (3)ALL OTDR TEST WILL REQUIRE BOTH LAUNCH AND RECEIVE (TAIL) CABLES.
- F. ELECTRONIC COPIES OF ALL TEST RESULTS SHALL BE FURNISHED TO OWNER FOR REVIEW.
- 2.03 **FINAL CLEAN–UP:**
- A. CLEAN UP BUILDING AND COMPONENTS TO BE FREE OF DIRT, GREASE, OIL, OR EXCESS SEALANTS.
- B. CLEAN UP THE AREA AROUND THE SITE, REMOVING ALL TESTING EQUIPMENT, AND RESTORING THE AREA TO ORIGINAL CONDITION PRIOR TO TESTING.

END OF SECTION 338200

FIBER OPTIC SUPPLY CABLE TEST PLAN

SUMMARY

THIS FIBER TEST PLAN COVERS TESTING REQUIREMENTS FOR THE END–TO–END FINAL OPTICAL TESTING OF SINGLE–MODE AND MULTIMODE FIBER OPTIC CABLES.

TIER 1 CERTIFICATION

- A MEASUREMENT OF THE TOTAL INSERTION LOSS OF THE CABLING FROM ONE END OF THE LINK TO THE OTHER. AN OPTICAL LOSS TEST SET (OLTS) IS USED TO PERFORM TIER 1 CERTIFICATION.

TIER 2 CERTIFICATION

- PROVIDES LOSS INFORMATION FOR EACH COMPONENT OF THE LINK. AN OPTICAL TIME–DOMAIN REFLECTOMETER (OTDR) IS USED TO PERFORM TIER 2 CERTIFICATION.

TOOLS AND TEST EQUIPMENT

PROVIDE A LIST OF ALL TOOLS AND TEST EQUIPMENT THAT WILL BE USED IN THE PERFORMANCE OF THE WORK, INCLUDING MAKE, MODEL, DESCRIPTION, AND PROOF OF DATE OF LAST CALIBRATION (CALIBRATION CERTIFICATE). THE TEST EQUIPMENT USED MUST BE CALIBRATED WITHIN THE TIMEFRAME RECOMMENDED BY THE MANUFACTURER OF THE EQUIPMENT OR WITHIN A YEAR IF NOT SPECIFIED BY THE MANUFACTURER.

- OPTICAL FIBER INSPECTION SCOPE
- FIBER OPTIC LAUNCH CABLE (REFER TO PROJECT STANDARDS FOR LENGTH REQUIREMENTS)
- FIBER OPTIC RECEIVE CABLE (REFER TO PROJECT STANDARDS FOR LENGTH REQUIREMENTS)
- FIBER OPTIC CLEANING MATERIALS
- OPTICAL LOSS TEST SET (OLTS)
- OPTICAL TIME DOMAIN REFLECTOMETER (OTDR)

GENERAL SAFETY REQUIREMENTS

- KEEP ALL FOOD AND BEVERAGES OUT OF WORK AREA. INGESTING FIBER PARTICLES CAN BE EXTREMELY DANGEROUS.
- ALWAYS WEAR SAFETY GLASSES AND PROTECTIVE GLOVES TO AVOID ANY GLASS

SPLINTERS.

- ALL TESTS PERFORMED ON OPTICAL FIBER CABLING THAT USE A LASER OR LED IN A TEST SET SHALL BE CARRIED OUT WITH SAFETY PRECAUTIONS IN ACCORDANCE WITH ANSI Z136.2.
- TAKE EXTRA PRECAUTIONS BEFORE INSPECTING A FIBER CABLE. TECHNICIANS MUST BE POSITIVE THAT THERE IS NO LIGHT SOURCE AT THE OTHER END OF THE CABLE.
- IF NECESSARY, LOOK AT THE FIBER FROM AN ANGLE AT LEAST 6 INCHES AWAY FROM YOUR EYE TO DETERMINE IF ANY VISIBLE LIGHT IS PRESENT.
- TECHNICIAN MUST PROPERLY HANDLE ALL BROKEN ENDS OF FIBERS AND SCRAPS OF FIBER CREATED DURING TERMINATION AND SPLICING TO AVOID PUNCTURES AND CUTS. THESE SCRAPS MUST BE DISPOSED OF PROPERLY.

GENERAL TESTING REQUIREMENTS

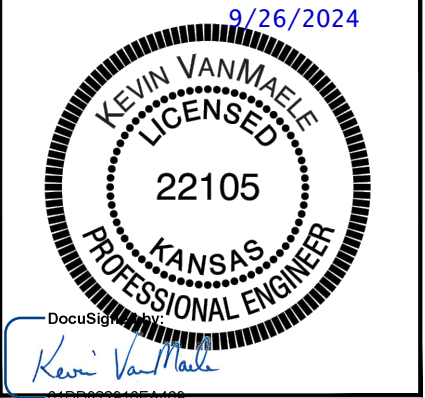
- TESTING SHALL BE PERFORMED ON EVERY FIBER IN THE GIVEN CABLE, DEAD–ENDED OR TERMINATED AND A TRACE ANALYSIS PREFORMED. ANOMALIES IN RESULTS MUST BE INVESTIGATED AND CORRECTED BEFORE THE CABLE IS PUT IN SERVICE.
- END FACE INSPECTION
- FIBER END FACE INSPECTION NEEDS TO BE PERFORMED BEFORE ANY NEW FIBER CONNECTION IS MADE. FAILURE TO DO SO COULD RESULT IN DAMAGE TO THE FIBER, REQUIRING CONNECTOR REPLACEMENT.
- A FIBER INSPECTION PROBE AND/OR A FIBER SCOPE SHALL BE USED TO VERIFY THE END FACE AT 250X OR 400X OF EVERY CONNECTOR TO CONFIRM IT IS CLEAN EVERY TIME THE CONNECTOR IS MATED.
- DETERMINE THE END FACE TYPE OF THE FIBER CONNECTOR. SELECT AND INSTALL THE MATCHING ADAPTER FOR THE FIBER INSPECTION PROBE.
- FLAT: \*OBSOLETE CONNECTOR TYPE\* WILL ONLY BE UTILIZED IN EXISTING FIBER INSTALLATIONS
- PC/UPC: BLUE OR BEIGE CONNECTORS
- APC OR MPO: GREEN CONNECTORS
- TURN ON THE FIBER INSPECTION PROBE AND INSERT THE FIBER CONNECTOR.
- THE PROBE SHALL AUTOMATICALLY CENTER THE FIBER CORE IN THE PICTURE WINDOW AND ZOOM INTO HIGH MAGNIFICATION AT RESOLUTION OF AT LEAST 350 MM X 350 MM.
- THE PROBE SHALL IDENTIFY THE FOLLOWING AREAS OF THE CONNECTOR AND CONSIDER IT PASSING WITH THE FOLLOWING CRITERIA MET PER IEC–61300–3–35 FOR SINGLE MODE FIBER CONNECTIONS.

Zone	Multimode Polished Connectors		Zone	Singlemode Polished Connectors	
	Scratches	Defects		Scratches	Defects
Core	No limit ≤ 3 μm None > 3 μm	4 ≤ 5 μm None > 5 μm	Core	None	None
Cladding	No limit ≤ 5 μm None > 5 μm	No limit < 2 μm 5 from 2 μm to 5 μm None ≥ 5 μm	Cladding	No limit ≤ 3 μm None > 3 μm	No limit < 2 μm 5 from 2 μm to 5 μm None ≥ 5 μm
Adhesive	No limit	No limit	Adhesive	No limit	No limit
Contact	No limit	None ≥ 10 μm	Contact	No limit	None ≥ 10 μm

HTTPS://WWW.FLUKENETWORKS.COM/BLOG/CABLING–CHRONICLES/YOUR–FIBER–END–FACE–SCRATCH

- IF THE FIBER FAILS INSPECTION, REMOVE THE FIBER FROM THE PROBE AND CLEAN THE END FACE AGAIN. CONTINUED FAILED RESULTS WILL REQUIRE RE–TERMINATION OF THE FIBER.
- CLEANING OF FIBER CONNECTIONS
- FIBER END FACES MUST BE INSPECTED BEFORE CLEANING. IF NO CONTAMINATION IS PRESENT, CLEANING SHALL NOT BE PERFORMED. IF A FIBER END FACE IS CONTAMINATED ON INSPECTION, CLEANING IS REQUIRED TO ENSURE A READABLE TEST. CONTAMINATES MAY RESULT IN MISLEADING DATA INDICATING HIGHER LOSS THAT DOES NOT EXIST.
1. FIRST USE A STICK, SWAB, OR CLICK STYLE CLEANER TO CLEAN THE CONNECTOR.
2. IF THIS METHOD DOES NOT WORK, REMOVE THE CONNECTOR FROM THE BACK OF THE PANEL AND USE A LINT FREE WIPE, CLOTH, OR TISSUE AND A WET/DRY METHOD.
3. IF MOVING OF FIBER SPLICE TRAYS OR CASSETTES IS REQUIRED, CARE SHALL BE PROVIDED TO NOT KINK THE BUFFER TUBES. THEY ARE RIGID AND SUSCEPTIBLE TO KINKING AND CRACKING OF ALL FIBERS WITHIN.
4. BEFORE REMOVING A CONNECTOR FROM THE BACK OF THE PANEL CARE SHALL BE PROVIDED TO VERIFY THE CORRECT FIBER IS BEING REMOVED. FIBER COLORS MAY NOT BE AS EXPECTED.
5. WHEN CLEANING THE CONNECTOR DO NOT PLACE STRAIN ON OTHER FIBERS IN THE PANEL WHICH COULD DAMAGE THEM.
6. AFTER CLEANING, YOU MUST RE–INSPECT THE FIBER END FACE. IF NO CONTAMINATION IS PRESENT, PROCEED TO THE NEXT TESTING PROCEDURE. IF CONTAMINATION PERSISTS, REPEAT STEPS 1–6 IN THIS SECTION UNTIL CONTAMINATION IS NO LONGER PRESENT.

STAMP:



ENGINEERING LICENSE STATE OF KANSAS			
PE CERTIFICATE OF AUTHORIZATION # E-571			
ENGINEER:	PE#:	DISCIPLINE:	
KMJ KEVIN M. VANMAELE	22105	CIVIL	C
REJ ROBERT E. JENSEN	16096	CIVIL	C
CG CHRISTOPHER GIANNOTTI	26673	CIVIL	C
SDK SHELTON D. KEISLING	13654	ELECTRICAL	E
TMS TERRANCE M. SUPER	9250	ELECTRICAL	E



PLANS PREPARED FOR:



PLANS PREPARED BY:



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WEST GARDNER

APPLICANT SITE NUMBER:

KS1019

SITE ADDRESS:

18827 DILLIE RD  
EDGERTON, KS 66021

SHEET DESCRIPTION:

SPECIFICATIONS  
(2 OF 6)

SHEET #:

SP-1.1



POWER LOSS TESTING

- POWER LOSS TESTING IS USED TO EVALUATE THE PERFORMANCE OF FIBER OPTIC COMPONENTS AND SYSTEMS BY MEASURING THE LOSS OF POWER OVER THE COMPONENT/SYSTEM. AS FIBER OPTIC COMPONENTS ARE BEING DEVELOPED, THEY ARE POWER LOSS TESTED TO EVALUATE THEIR PERFORMANCE SPECIFICATIONS TO ALLOW DESIGNERS OF NETWORKS TO PROPERLY DESIGN THEIR FIBER OPTIC SYSTEMS.
- A POWER LOSS BUDGET IS THE ESTIMATED ACCEPTABLE POWER LOSS OF A COMPONENT OR SYSTEM. POWER LOSS BUDGETS CAN BE CALCULATED USING COMPONENT SPECIFICATIONS. IF THE POWER LOSS TEST EXCEEDS THAT OF THE POWER LOSS BUDGET, THEN THE SYSTEM AND TEST HAS FAILED.

POWER LOSS TEST EQUIPMENT

1. OPTICAL POWER METER CALIBRATED AT THE SAME WAVELENGTH AS THE SOURCE OUTPUT.
2. TEST SOURCE APPROPRIATE FOR THE FIBER BEING TESTED (MULTIMODE, SINGLE MODE...).
3. REFERENCE CABLE, WITH APPROPRIATE CONNECTORS, THAT IS SAME FIBER TYPE AND SIZE AS THE LAUNCH CABLE.

POWER LOSS TEST PROCEDURES

1. ICIC – INSPECT CLEAN INSPECT CONNECT

a.CLEAN ALL CONNECTORS AND ADAPTERS PRIOR TO TEST.
2. TURN ON EQUIPMENT AND ALLOW IT TO RUN FOR 1–2 MINUTES TO STABILIZE THE LIGHT SOURCE.
3. ATTACH REFERENCE CABLE TO SOURCE AND OPTICAL POWER METER. REFERENCE CABLE SHOULD NOT BE DISCONNECTED FROM SOURCE FOR THE DURATION OF THE TEST.
4. USING THE OPTICAL POWER METER SET A “0 DB” REFERENCE.
5. ATTACH REFERENCE CABLE TO THE FIBER OPTIC COMPONENT/SYSTEM UNDER TEST AND DOCUMENT POWER LOSS MEASUREMENT.
6. COMPARE POWER LOSS MEASUREMENT TO POWER LOSS BUDGET TO DETERMINE IF THE TEST WAS SUCCESSFUL.

OPTICAL TIME DOMAIN REFLECTOMETER (OTDR) TESTING

- OPTICAL TIME DOMAIN REFLECTOMETER (OTDR) TESTING IS USED TO DETECT DISTINCT REFLECTIVE EVENTS OF THE OPTICAL CONNECTION DUE TO KINKS, BAD FUSION SPLICES, OR OTHER DEFECTS SUCH AS DIRTY END–FACE CONNECTORS. OTDR TEST SETS TO BE UTILIZED MUST HAVE CALIBRATION CERTIFICATIONS NO MORE THAN 2 YEARS.
- FUSION SPLICE POINTS SHALL NOT HAVE ATTENUATION OF MAGNITUDE HIGHER THAN SPECIFIED BELOW. SPLICES EXHIBITING POINT LOSS OF A GREATER MAGNITUDE SHALL BE RE–SPliced UNTIL TEST RESULTS FALL WITHIN SPECIFIED LIMITS.

▪ SINGLE DIRECTION: 0.3 DB

▪ BI–DIRECTIONAL AVERAGE: 0.1 DB

OTDR TEST SETTINGS

- A REFERENCE LAUNCH CABLE (SOMETIMES CALLED PULSE SUPPRESSOR) AND RECEIVE CABLE OF 1 KM OR LONGER AND OF KNOWN QUALITY SHALL BE USED FOR ALL MEASUREMENTS. THE SAME LENGTH MUST BE USED ON BOTH ENDS OF THE PATH. A SHORTER LAUNCH CABLE CAN BE USED IF THE OTDR HAS VARIABLE PULSE WIDTH CONTROL AND CAN OVERLAY MULTIPLE TRACES WITH NARROW PULSE WIDTHS TO VISUALIZE THE BEGINNING THE CABLE AND LONGER PULSES TO VISUALIZE THE END OF THE CABLE.
- WAVELENGTHS: ALL TESTS SHALL BE PERFORMED AT 1310 NM, 1550 NM, AND 1625 NM.
- PULSE WIDTH: USE THE SMALLEST PRACTICAL PULSE WIDTH TO OPTIMIZE RESOLUTION. THE IDEAL PULSE IS ONE THAT WILL REACH THE FIBER END WITH MINIMAL TRACE NOISE AT THE FAR END AND SHOWS 5–10 DB DYNAMIC RANGE (AS MEASURED FROM THE POINT THAT THE TRACE MEETS THE FIBER END REFLECTION DOWN TO THE NOISE FLOOR).
- SHORT ACQUISITION: ON ANY FIBER >40KM A SHORT ACQUISITION OTDR SHOT (2–10NS PULSE WIDTH AT 2– 5KM RANGE) WILL BE TAKEN IN ADDITION TO THE FULL–LENGTH SHOT. THE PURPOSE IS TO ISOLATE THE FIRST CONNECTOR AT THE END OF THE LAUNCH REEL AND BEGINNING OF THE FIBER THROUGH THE DEAD ZONE OF THE FULL–LENGTH PULSE.
- DISTANCE: SET DISTANCE PER THE LENGTH OF THE FIBER CABLE UNDER TEST.
- FILTER OUT ONLY FUSION SPLICE LOSS RESULTS UNDER 0.05 DB.
- SET PASS FAIL CRITERIA FOR 0.1DB IN BOTH DIRECTIONS OF EACH FIBER OR 0.3DB IN A SINGLE DIRECTION.

- SET A AND B MARKERS AT THE ENDS OF THE FIBER UNDER TEST REMOVING LAUNCH CABLES AT BOTH ENDS.
- THE RECORDED TRACE FILES SHALL BE REVIEWED FOR DISTINCT POINT LOSSES (ATTENUATION) OR REFLECTIONS. ANY POINT THAT IS EQUAL TO OR GREATER THAN .10 DB LOSS WHEN MEASURED BI–DIRECTIONALLY BY THE OTDR, SHALL BE INVESTIGATED FOR CAUSE AND EXPLANATION NOTED ON SUBMITTALS.

OTDR TEST PROCEDURE

INITIAL SET–UP

1. POWER ON THE OTDR AND ENABLE AUTO–TEST MODE.
2. INSPECT, CLEAN (IF NECESSARY), AND CONNECT THE OTDR TEST PORT TO ONE END OF THE LAUNCH CABLE. LEAVE THE OTHER END OF THE LAUNCH CABLE DISCONNECTED AND CAPPED.
3. EXECUTE AN AUTO–TEST ON THE OTDR.
4. VERIFY THE RESULTING TRACE SHOWS ACCURATE LAUNCH CONDITION. TRACE SHOULD BE ONLY AS LONG AS THE LAUNCH CABLE, WITH A REFLECTION AT THE END.
5. SAVE THE RESULTING TRACE FILE WITH THE NAME “INITIAL” FOLLOWED BY THE DATE. (EX. “INITIAL 2022– 0X–XX.TRC”

TEST PROCEDURE

1. POWER ON THE OTDR AND CHECK THE DATE AND TIME SETTINGS.
2. INSPECT AND CLEAN (IF NECESSARY) THE PRIMARY OTDR EQUIPMENT TEST PORT.
3. INSPECT, CLEAN (IF NECESSARY), AND CONNECT ONE END OF THE LAUNCH CABLE TO THE PRIMARY OTDR EQUIPMENT TEST PORT.
4. INSPECT AND CLEAN (IF NECESSARY) THE OTHER END OF THE LAUNCH CABLE.
5. INSPECT, CLEAN (IF NECESSARY), AND CONNECT THE STRAND UNDER TEST TO THE END OF THE LAUNCH CABLE.
6. INSPECT AND CLEAN (IF NECESSARY) THE OTHER END OF THE STRAND UNDER TEST.
7. INSPECT, CLEAN (IF NECESSARY), AND CONNECT ONE END OF THE RECEIVE CABLE TO END OF THE FIBER STRAND UNDER TEST.
8. INSPECT AND CLEAN (IF NECESSARY) THE OTHER END OF THE RECEIVE CABLE.
9. INSPECT AND CLEAN (IF NECESSARY) THE SECONDARY OTDR EQUIPMENT TEST PORT.
10. CONNECT THE OTHER END OF THE RECEIVE CABLE TO THE SECONDARY OTDR EQUIPMENT TEST PORT.
11. CONFIGURE THE OTDR SETTINGS FOR THE LOCAL ORIGIN (SITE A) AND FAR END DESTINATION (SITE B).
12. EXECUTE A 1310 NM, 1550 NM, AND 1625 NM AUTO–TEST ON THE OTDR.
13. RECORD THE TEST DETAILS IN THE SHEET PROVIDED.
14. VERIFY THE RESULTING TRACE SHOWS ACCURATE TRACE DETAILS. DETECTED LENGTH SHOULD CLOSELY MATCH THE EXPECTED STRAND LENGTH.
15. SAVE THE RESULTING TRACE FILE WITH THE NAME IN THE FOLLOWING FORMAT: [PRIMARY OTDR LOCATION NAME]–[FAR END LOCATION]–[STRAND NUMBER].TRC
16. REPEAT ABOVE STEPS UNTIL TEST RESULTS FALL IN ACCEPTABLE RANGE.
17. REPEAT ABOVE STEPS FOR ALL STRANDS UNDER TEST.

OPTICAL RETURN LOSS (ORL) TESTING

- OPTICAL RETURN LOSS (ORL) IS THE SUM OF REFLECTIONS IN AN OPTICAL PATH GIVEN IN UNITS OF DB AND ALWAYS POSITIVE VALUES, WITH VALUES CLOSER TO 0 DB REPRESENTING MORE TOTAL LIGHT REFLECTED. LIGHT RETURNS INTO ITS ORIGINATING MATERIAL BOTH INTRINSICALLY, INSIDE FIBER OPTIC CABLE, AND EXTRINSICALLY, CONNECTORS, WHEN IT ENCOUNTERS THE INTERFACE OF TWO MATERIALS WITH DIFFERENT REFRACTIVE INDICES. THESE INTERFACES CAN BE CREATED BY MOLECULAR OR OPTICAL IMPURITIES INTRODUCED DURING MANUFACTURING.
- THE MAXIMUM OPTICAL REFLECTANCE IS LIMITED BY WHERE THE SIGNAL SATURATES AT THE TOP OF THE TRACE AND THE MINIMUM OPTICAL REFLECTANCE IS DETERMINED BY WHERE THE SIGNAL IS TOO SMALL RELATIVE TO THE NOISE. IN TURN, ORL IS LIMITED BY THESE MAXIMUM AND MINIMUM OPTICAL REFLECTANCE POINTS.
- MEASURING REFLECTANCE AND ORL CAN BE ACCOMPLISHED WITH AN OPTICAL TIME DOMAIN REFLECTOMETER (OTDR). SEE OTDR SECTION FOR PROPER OTDR TEST PROCEDURE. THE OTDR PROVIDES AN EVENT TABLE WHERE ALL THE REFLECTION VALUES AT AN EVENT ARE STORED. THE OPTICAL RETURN LOSS CAN BE CALCULATED BY THE INVERSE SUM OF ALL THE REFLECTIONS AT AN EVENT ACROSS THE SYSTEM THAT IS BEING TESTED.

END OF SECTION

STAMP:

9/26/2024

KEVIN VANMAELE

LICENSED

22105

KANSAS

PROFESSIONAL ENGINEER

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Kevin VanMaële

ENGINEERING LICENSE

STATE OF KANSAS

PE CERTIFICATE OF AUTHORIZATION # E-571

ENGINEER:

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CG CHRISTOPHER GIANNOTTI 26673 CIVIL C

SDK SHELTON D. KEISLING 13654 ELECTRICAL E

TMS TERRANCE M. SUPER 9250 ELECTRICAL E

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PLANS PREPARED BY:



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EDGERTON, KS 66021

SHEET DESCRIPTION:

SPECIFICATIONS  
(3 OF 6)

SHEET #:

SP-1.2

GENERAL REQUIREMENTS

PART 1: GENERAL

1.1 INTENT:

- A. THESE SPECIFICATIONS AND CONSTRUCTION DRAWINGS DESCRIBE THE WORK TO BE DONE AND THE MATERIALS TO BE FURNISHED FOR CONSTRUCTION. PLANS ARE NOT TO BE SCALED.
- B. THE DRAWINGS AND SPECIFICATIONS ARE INTENDED TO BE FULLY EXPLANATORY AND SUPPLEMENTARY, HOWEVER, SHOULD ANYTHING BE SHOWN, INDICATED OR SPECIFIED ON ONE AND NOT THE OTHER, IT SHALL BE DONE THE SAME AS IF SHOWN, INDICATED OR SPECIFIED IN BOTH.
- C. THE INTENTION OF DOCUMENTS IS TO INCLUDE ALL LABOR AND MATERIALS REASONABLY NECESSARY FOR THE PROPER EXECUTION AND COMPLETION OF THE WORK AS STIPULATED IN THE CONTRACT.
- D. CONFLICTS: THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFICATION OF ALL MEASUREMENTS AT THE SITE BEFORE ORDERING MATERIALS OR DOING ANY WORK. NO COMPENSATION SHALL BE ALLOWED DUE TO DIFFERENCES BETWEEN ACTUAL DIMENSIONS AND THOSE ON THE DOCUMENTS. ANY DISCREPANCY SHALL BE REPORTED TO THE OWNER OR THEIR AGENT FOR CONSIDERATION.

1.2 LICENSING REQUIREMENTS:

- A. THE CONTRACTOR IS RESPONSIBLE FOR PROCUREMENT AND MAINTAINING ALL APPLICABLE LICENSES AND BONDS.

1.3 STORAGE:

- A. ALL MATERIALS MUST BE STORED IN A LEVEL AND DRY FASHION THAT DOES NOT OBSTRUCT THE FLOW OF OTHER WORK. ANY STORAGE METHOD MUST MEET ALL RECOMMENDATIONS OF THE ASSOCIATED MANUFACTURER.

1.4 CLEAN UP:

- A. THE CONTRACTOR SHALL KEEP THE SITE FREE FROM ACCUMULATION OF WASTE MATERIALS OR RUBBISH AT ALL TIMES.

1.5 QUALITY ASSURANCE:

- A. ALL WORK SHALL BE IN ACCORDANCE WITH APPLICABLE LOCAL, STATE, AND FEDERAL REGULATIONS.

PART 2: PRODUCTS – NOT APPLICABLE TO THIS SECTION

PART 3: EXECUTION – NOT APPLICABLE TO THIS SECTION

END OF SECTION

COMMUNICATIONS/ANTENNA’S

PART 1: GENERAL

1.1 WORK INCLUDED:

- A. ANTENNA AND FEEDLINE CABLES ARE FURNISHED BY OWNER UNDER SEPARATE CONTRACT. THE CONTRACTOR SHALL ASSIST ANTENNA INSTALLATION CONTRACTOR IN TERMS OF COORDINATION AND SITE ACCESS. ERECTION SUBCONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF PERSONNEL AND PROPERTY FROM HAZARDOUS EXPOSURE TO OVERHEAD DANGER.
- B. INSTALL ANTENNAS AS INDICATED ON DRAWINGS AND OWNER SPECIFICATIONS.
- C. INSTALL GALVANIZED STEEL ANTENNA MOUNTS AS INDICATED ON DRAWINGS.
- D. INSTALL FURNISHED GALVANIZED STEEL WAVEGUIDE LADDER AS INDICATED ON DRAWINGS.
- E. THE CONTRACTOR SHALL REFERENCE THE SOW DOCUMENTS FOR ALL TESTING REQUIREMENTS. THE CONTRACTOR SHALL PROVIDE FREQUENCY DOMAIN REFLECTOMETER (FDR) TEST RESULTS TO THE CONSTRUCTION MANAGER AND OWNER WITHIN ONE WEEK OF COMPLETION.
- F. INSTALL FEEDLINE CABLES AND TERMINATORS BETWEEN ANTENNAS AND EQUIPMENT PER MANUFACTURER’S RECOMMENDATIONS. WEATHERPROOF ALL CONNECTORS BETWEEN THE ANTENNA AND EQUIPMENT PER MANUFACTURER’S REQUIREMENTS. TERMINATE ALL FEEDLINE CABLE THREE (3) FEET IN EXCESS OF ENTRY PORT LOCATION UNLESS OTHERWISE STATED.
- G. ANTENNA AND FEEDLINE CABLE GROUNDING:

1. ALL FEEDLINE CABLE GROUNDING CONNECTIONS ARE TO BE WEATHER SEALED WITH ANDREW CONNECTOR/SPLICE WEATHERPROOFING KITS OR APPROVED EQUAL.

2. ALL FEEDLINE CABLE GROUNDING KITS ARE TO BE INSTALLED ON STRAIGHT RUNS OF FEEDLINE CABLE (NOT WITHIN BENDS)

1.2 RELATED WORK:

- A. FURNISH THE FOLLOWING WORK AS SPECIFIED UNDER CONSTRUCTION DOCUMENTS, BUT COORDINATE WITH OTHER TRADES PRIOR TO BID:

1. FLASHING OF OPENING INTO OUTSIDE WALLS.

2. SEAL AND CAULK ALL OPENINGS.

3. PAINTING.

4. CUTTING AND PATCHING.

1.3 REQUIREMENTS OF REGULATOR AGENCIES:

- A. FURNISH UL LISTED EQUIPMENT WHERE SUCH LABEL IS AVAILABLE, INSTALL IN CONFORMANCE WITH UL STANDARDS WHERE APPLICABLE.
- B. INSTALL ANTENNA, ANTENNA CABLES, AND GROUNDING SYSTEM IN ACCORDANCE WITH DRAWINGS AND SPECIFICATIONS IN EFFECT AT PROJECT LOCATION AND RECOMMENDATIONS OF STATE AND LOCAL BUILDING CODES, AND ANY SPECIAL CODES HAVING JURISDICTION OVER SPECIFIC PORTIONS OF WORK. THIS INCLUDES BUT IS NOT LIMITED TO THE FOLLOWING:

1. TIA–222 (TELECOMMUNICATIONS INDUSTRY ASSOCIATION) – STRUCTURAL STANDARDS FOR STEEL ANTENNA TOWERS AND ANTENNA SUPPORTING STRUCTURES.

2. FAA (FEDERAL AVIATION ADMINISTRATION ADVISORY) – CIRCULAR AC 70/7460–1K, OBSTRUCTION MARKING AND LIGHTING.

3. FCC (FEDERAL COMMUNICATIONS COMMISSION) – RULES AND REGULATIONS OBSTRUCTION MARKING AND LIGHTING SPECIFICATIONS FOR ANTENNA STRUCTURES AND HIGH INTENSITY OBSTRUCTION LIGHTING SPECIFICATIONS FOR ANTENNA STRUCTURES.

4. AISC (AMERICAN INSTITUTE OF STEEL CONSTRUCTION) – SPECIFICATION FOR STRUCTURAL JOINTS USING ASTM A325 OR A490 BOLTS.

5. NEC (NATIONAL ELECTRICAL CODE) – FOR TOWER LIGHTING KITS.

6. UL (UNDERWRITERS LABORATORIES) – APPROVED ELECTRICAL PRODUCTS.

7. IN ALL CASES, THE FAA RULES AND THE FCC RULES ARE APPLICABLE AND IN THE EVENT OF CONFLICT, SUPERSEDE ANY OTHER STANDARDS OR SPECIFICATIONS.

8. LIFE SAFETY CODE NFPA, LATEST EDITION.

PART 2: PRODUCTS – NOT APPLICABLE TO THIS SECTION

PART 3: EXECUTION – NOT APPLICABLE TO THIS SECTION

END OF SECTION

STAMP:

9/26/2024

KEVIN VANMAELE

LICENSED

22105

KANSAS

PROFESSIONAL ENGINEER

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Kevin VanMaële

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SHEET #:

SPECIFICATIONS  
(4 OF 6)

SP-2.0

ELECTRICAL

PART 1: GENERAL

1.1 GENERAL CONDITIONS:

- A. THE CONTRACTOR SHALL INSPECT THE SITE WHERE THIS WORK IS TO BE PERFORMED AND FULLY FAMILIARIZE THEMSELVES WITH ALL CONDITIONS RELATED TO THIS PROJECT.
- B. THE CONTRACTOR SHALL OBTAIN AND PAY FOR ALL PERMITS AND LICENSES AND SHALL MAKE ALL DEPOSITS AND PAY ALL FEES REQUIRED FOR THE PERFORMANCE OF WORK UNDER THIS SECTION.
- C. DRAWINGS SHOW THE GENERAL ARRANGEMENT OF ALL SYSTEMS AND COMPONENTS COVERED UNDER THIS SECTION. THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS. DRAWINGS SHALL NOT BE SCALED TO DETERMINE DIMENSIONS.

1.2 LAWS, REGULATIONS, ORDINANCES, STATUTES AND CODES:

- A. ALL WORK SHALL BE INSTALLED IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE, AND ALL APPLICABLE LOCAL LAWS, REGULATIONS, ORDINANCES, STATUTES AND CODES.

1.3 REFERENCES:

- A. THE PUBLICATIONS LISTED BELOW FORM PART OF THIS SPECIFICATION. EACH PUBLICATION SHALL BE THE LATEST REVISION AND ADDENDUM IN EFFECT ON THE DATE THIS SPECIFICATION IS ISSUED FOR CONSTRUCTION UNLESS NOTED OTHERWISE. EXCEPT AS MODIFIED BY THE REQUIREMENTS SPECIFIED HEREIN OR THE DETAILS OF THE DRAWINGS, WORK INCLUDED IN THIS SPECIFICATION SHALL CONFORM TO THE APPLICABLE PROVISIONS OF THESE PUBLICATIONS.
1. NEC (NATIONAL ELECTRICAL CODE)
2. ANSI/IEEE (AMERICAN NATIONAL STANDARDS INSTITUTE)
3. IEEE (INSTITUTE OF ELECTRICAL AND ELECTRONICS ENGINEERS)
4. ASTM (AMERICAN SOCIETY FOR TESTING AND MATERIALS)
5. ICEA (INSULATED CABLE ENGINEERS ASSOCIATION)
6. NEMA (NATIONAL ELECTRICAL MANUFACTURER’S ASSOCIATION)
7. NFPA (NATIONAL FIRE PROTECTION ASSOCIATION)
8. OSHA (OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION)
9. UL (UNDERWRITERS LABORATORIES, INC.)

1.4 SCOPE OF WORK:

- A. WORK UNDER THIS SECTION SHALL CONSIST OF FURNISHING ALL LABOR, MATERIAL AND ASSOCIATED SERVICES REQUIRED TO COMPLETELY CONSTRUCT AND LEAVE READY FOR OPERATION SYSTEMS AS SHOWN ON THE DRAWINGS AND HEREIN DESCRIBED.
- B. ALL ELECTRICAL EQUIPMENT UNDER THIS CONTRACT SHALL BE PROPERLY TESTED, ADJUSTED, AND ALIGNED BY THE CONTRACTOR.
- C. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL EXCAVATING, DRAINING, TRENCHES, BACKFILLING, AND REMOVAL OF EXCESS DIRT.
- D. THE CONTRACTOR SHALL FURNISH TO THE OWNER, CERTIFICATES OF FINAL INSPECTION AND APPROVAL FROM THE INSPECTION AUTHORITIES HAVING JURISDICTION.

PART 2: PRODUCTS

2.1 GENERAL:

- A. ALL ITEMS OF MATERIALS AND EQUIPMENT SHALL BE NEW, FREE FROM DEFECTS AND OF THE BEST QUALITY NORMALLY USED FOR THE PURPOSE IN GOOD COMMERCIAL PRACTICE.
- B. ALL MATERIALS AND EQUIPMENT SHALL BE ACCEPTABLE TO THE AUTHORITY HAVING JURISDICTION AS SUITABLE FOR THE USE INTENDED.
- C. ALL EQUIPMENT SHALL BEAR THE UNDERWRITERS LABORATORIES LABEL OF APPROVAL, AND SHALL CONFORM TO REQUIREMENTS OF THE NATIONAL ELECTRICAL CODE.
- D. ALL OVERCURRENT DEVICES SHALL HAVE AN INTERRUPTING RATING EQUAL TO OR GREATER THAN THE SHORT CIRCUIT CURRENT TO WHICH THEY ARE SUBJECTED, 10,000 AIC MINIMUM. VERIFY AVAILABLE SHORT CIRCUIT CURRENT DOES NOT EXCEED THE RATING OF ELECTRICAL EQUIPMENT.

2.2 MATERIALS AND EQUIPMENT:

- A. CONDUIT:

1. RIGID GALVANIZED STEEL CONDUIT (RGS) SHALL BE HOT–DIP GALVANIZED INSIDE AND OUTSIDE INCLUDING ENDS AND THREADS AND ENAMELED OR LACQUERED INSIDE IN ADDITION TO GALVANIZING.

2. FLEXIBLE METAL CONDUIT SHALL BE GALVANIZED, ZINC–COATED STEEL, PVC COATED FOR OUTDOOR APPLICATIONS.

3. CONDUIT CLAMPS, STRAPS AND SUPPORTS SHALL BE STEEL OR MALLEABLE IRON. ALL FITTINGS SHALL BE COMPRESSION TYPE AND WATERTIGHT.

4. NON–METALLIC CONDUIT AND FITTINGS SHALL BE SCHEDULE 40 PVC, HEAVY–WALL RIGID WITH SOLVENT–CEMENT–TYPE JOINTS AS RECOMMENDED BY THE MANUFACTURER.
- B. WIRE AND CABLE:

1. WIRE AND CABLE SHALL BE FLAME–RETARDANT, MOISTURE AND HEAT RESISTANT THERMOPLASTIC, SINGLE CONDUCTOR, COPPER, TYPE THHN/THWN–2, 600 VOLT, SIZES AS INDICATED, #12 AWG MINIMUM.

2. #10 AWG AND SMALLER CONDUCTORS SHALL BE SOLID AND #8 AWG AND LARGER CONDUCTORS SHALL BE STRANDED.

3. SOLDERLESS, PRESSURE–TYPE CONNECTORS CONSTRUCTED OF HIGH–STRENGTH, NON–CORRODIBLE, TIN–PLATED COPPER DESIGNED TO FURNISH HIGH–PULLOUT STRENGTH AND HIGH CONDUCTIVITY JOINTS SHALL BE USED.

4. SUPPORT GRIPS SHALL BE SINGLE WEAVE, CLOSED MESH, HIGH–GRADE, NON–MAGNETIC, TIN–COATED BRONZE CAPABLE OF SUPPORTING TEN TIMES THE CABLE DEAD WEIGHT, HUBBELL KELLEMS OR APPROVED EQUAL.
- C. DISCONNECT SWITCHES:

1. DISCONNECT SWITCHES SHALL BE HEAVY DUTY, DEAD–FRONT, QUICK–MAKE, QUICK–BREAK, EXTERNALLY OPERABLE, HANDLE LOCKABLE AND INTERLOCKED WITH COVER IN CLOSED POSITION, RATING AS INDICATED, UL LABELED FURNISHED IN NEMA 3R ENCLOSURE, SQUARE D CLASS 3110 OR APPROVED EQUAL.
- D. SYSTEM GROUNDING:

1. GROUNDING CONDUCTOR SHALL BE SOLID TINNED BARE COPPER, SIZE AS INDICATED, EXCEPT ABOVE GROUND GROUNDING CONDUCTORS SHALL BE STRANDED INSULATED.

2. GROUND BUSSES SHALL BE GALVANIZED STEEL BARS OF RECTANGULAR CROSS SECTION.

3. CONNECTORS SHALL BE HIGH–CONDUCTIVITY, HEAVY DUTY, LISTED AND LABELED AS GROUNDING CONNECTORS FOR THE MATERIALS USED. USE TWO–HOLE COMPRESSION LUGS WITH HEAT SHRINK FOR MECHANICAL CONNECTIONS.

4. EXOTHERMIC WELDED CONNECTIONS SHALL BE PROVIDED IN KIT FORM AND SELECTED FOR THE SPECIFIC TYPES, SIZES, AND COMBINATIONS OF CONDUCTORS AND OTHER ITEMS TO BE CONNECTED.

5. GROUND RODS SHALL BE COPPER–CLAD STEEL WITH HIGH–STRENGTH STEEL CORE AND ELECTROLYTIC–GRADE COPPER OUTER SHEATH, MOLTEN WELDED TO CORE, 3/4" x 10'–0".
- E. OTHER MATERIALS:

1. THE CONTRACTOR SHALL PROVIDE OTHER MATERIALS, THOUGH NOT SPECIFICALLY DESCRIBED, WHICH ARE REQUIRED FOR A COMPLETELY OPERATIONAL SYSTEM AND PROPER INSTALLATION OF THE WORK.

STAMP:

9/26/2024

SHELTON D. KEISLING  
LICENSED  
13654  
KANSAS  
PROFESSIONAL ENGINEER

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Shelton Keisling

ENGINEERING LICENSE  
STATE OF KANSAS  
PE CERTIFICATE OF AUTHORIZATION # E-571  
ENGINEER: KMV KEVIN M. VANMAELE 22105 CIVIL C  
REJ ROBERT E. JENSEN 16096 CIVIL C  
CG CHRISTOPHER GIANNOTTI 26673 CIVIL C  
SDK SHELTON D. KEISLING 13654 ELECTRICAL E  
TMS TERRANCE M. SUPER 9250 ELECTRICAL E

PLANS PREPARED FOR:

evergy

PLANS PREPARED BY:

SSC

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SUBMITTALS:

	DESCRIPTION	DATE	BY	REV
ISSUED FOR REVIEW		08/27/24	WAG	A
REISSUED FOR CLIENT COMMENTS		09/26/24	WAG	B
ISSUED FOR CONSTRUCTION		09/26/24	WAG	0

APPLICANT SITE NAME:

WEST GARDNER

APPLICANT SITE NUMBER:

KS1019

SITE ADDRESS:

18827 DILLIE RD  
EDGERTON, KS 66021

SHEET DESCRIPTION:

SPECIFICATIONS  
(5 OF 6)

SHEET #:

SP-3.0



PART 3: EXECUTION

3.1 GENERAL:

- A. ALL MATERIALS AND EQUIPMENT SHALL BE INSTALLED IN STRICT ACCORDANCE WITH THE MANUFACTURER’S RECOMMENDATIONS.
- B. EQUIPMENT SHALL BE TIGHTLY COVERED AND PROTECTED AGAINST DIRT OR WATER, AND AGAINST CHEMICAL OR MECHANICAL INJURY DURING INSTALLATION AND CONSTRUCTION PERIODS.

3.2 LABOR AND WORKMANSHIP:

- A. ALL LABOR FOR THE INSTALLATION OF MATERIALS AND EQUIPMENT FURNISHED FOR THE ELECTRICAL SYSTEM SHALL BE DONE BY EXPERIENCED MECHANICS OF THE PROPER TRADES.
- B. ALL ELECTRICAL EQUIPMENT FURNISHED SHALL BE ADJUSTED, ALIGNED AND TESTED BY THE CONTRACTOR AS REQUIRED TO PRODUCE THE INTENDED PERFORMANCE.
- C. UPON COMPLETION OF THE WORK, THE CONTRACTOR SHALL THOROUGHLY CLEAN ALL EXPOSED EQUIPMENT, REMOVE ALL LABELS AND ANY DEBRIS, CRATING OR CARTONS AND LEAVE THE INSTALLATION FINISHED AND READY FOR OPERATION.

3.3 COORDINATION:

- A. THE CONTRACTOR SHALL COORDINATE THE INSTALLATION OF ELECTRICAL ITEMS WITH THE OWNER–FURNISHED EQUIPMENT DELIVERY SCHEDULE TO PREVENT UNNECESSARY DELAYS IN THE TOTAL WORK.

3.4 INSTALLATION:

- A. CONDUIT:
- ALL ELECTRICAL WIRING SHALL BE INSTALLED IN CONDUIT AS HEREIN SPECIFIED. NO CONDUIT OR TUBING OF LESS THAN 3/4” NOMINAL SIZE SHALL BE USED.
  - PROVIDE RGS CONDUIT FOR ALL EXPOSED, EXTERIOR CONDUIT.
  - PROVIDE SCHEDULE 40 PVC OR RGS CONDUIT BELOW GRADE, 1” MINIMUM, UNLESS NOTED OTHERWISE. ALL 90 DEGREE BENDS TO ABOVE GRADE SHALL BE RGS. MINIMUM BURIAL DEPTH SHALL BE 24” CLEAR TO TOP OF CONDUIT, UNLESS NOTED OTHERWISE.
  - USE GALVANIZED FLEXIBLE STEEL CONDUIT WHERE DIRECT CONNECTION IS NOT DESIRABLE FOR REASONS OF EQUIPMENT MOVEMENT, VIBRATION, OR FOR EASE OF MAINTENANCE. USE LIQUIDTIGHT, PVC COATED FLEXIBLE METAL CONDUIT FOR OUTDOOR APPLICATIONS.
  - INSTALL GALVANIZED FLEXIBLE STEEL CONDUIT AT ALL POINTS OF CONNECTION TO EQUIPMENT MOUNTED ON SUPPORTS TO ALLOW FOR EXPANSION AND CONTRACTION.
  - A RUN OF CONDUIT BETWEEN BOXES OR FITTINGS SHALL NOT CONTAIN MORE THAN THE EQUIVALENT OF FOUR QUARTER–BENDS INCLUDING THOSE BENDS LOCATED IMMEDIATELY AT THE BOX OR FITTING. THE RADIUS OF BENDS SHALL NEVER BE SHORTER THAN THAT OF THE CORRESPONDING TRADE ELBOW.
  - WHERE CONDUIT HAS TO BE CUT IN THE FIELD, IT SHALL BE CUT SQUARE WITH A PIPE CUTTER USING CUTTING KNIVES.
  - ALL CONDUITS SHALL BE SWABBED CLEAN BY PULLING AN APPROPRIATE SIZE MANDREL THROUGH THE CONDUIT BEFORE INSTALLATION OF WIRE OR CABLE. CLEAR ALL BLOCKAGES AND REMOVE BURRS, DIRT, AND DEBRIS.
  - INSTALL PULL STRINGS IN ALL EMPTY CONDUITS. IDENTIFY PULL STRINGS AT EACH END WITH ITS DESTINATION.
  - PROVIDE INSULATED GROUNDING BUSHINGS FOR ALL CONDUITS STUBBED INTO EQUIPMENT ENCLOSURES OR STUBBED OUT FOR FUTURE USE BY OTHERS.
  - CONTRACTOR IS RESPONSIBLE FOR PROTECTING ALL CONDUITS DURING CONSTRUCTION. TEMPORARY OPENINGS IN THE CONDUIT SYSTEM SHALL BE PLUGGED OR CAPPED TO PREVENT ENTRANCE OF MOISTURE OR FOREIGN MATTER. CONTRACTOR SHALL REPLACE ANY CONDUITS CONTAINING FOREIGN MATERIALS THAT CANNOT BE REMOVED.
  - INSTALL 2” ORANGE DETECTABLE TAPE 12” ABOVE ALL UNDERGROUND CONDUIT AND WIRE.
  - CONDUITS SHALL BE INSTALLED IN SUCH A MANNER AS TO INSURE AGAINST COLLECTION OF TRAPPED CONDENSATION.
- B. WIRE AND CABLE:

DESCRIPTION	120/240V	208Y/120V	480Y/277V
PHASE A	BLACK	BLACK	BROWN
PHASE B	RED	RED	ORANGE
PHASE C		BLUE	YELLOW
NEUTRAL	WHITE	WHITE	GRAY
GROUND	GREEN	GREEN	GREEN

- SPLICES SHALL BE MADE ONLY AT OUTLETS, JUNCTION BOXES, OR ACCESSIBLE RACEWAYS WITH PRESSURE–TYPE CONNECTORS.
- PULLING LUBRICANTS SHALL BE SOAPSTONE POWDER, POWDERED TALC, OR A COMMERCIAL PULLING COMPOUND. NO SOAP SUDS, SOAP FLAKES, OIL, OR GREASE SHALL BE USED, AS THESE MAY BE HARMFUL TO CABLE INSULATION. CONTRACTOR SHALL USE NYLON OR HEMP ROPE FOR PULLING CABLE TO AVOID SCORING THE CONDUIT.
- CABLES SHALL BE NEATLY TRAINED, WITHOUT INTERLACING, AND BE OF SUFFICIENT LENGTH IN ALL BOXES, EQUIPMENT, ETC. TO PERMIT MAKING A NEAT ARRANGEMENT. CABLES SHALL BE SECURED IN A MANNER TO AVOID TENSION ON CONDUCTORS OR TERMINALS, AND SHALL BE PROTECTED FROM MECHANICAL INJURY AND FROM MOISTURE. SHARP BENDS OVER CONDUIT BUSHINGS ARE PROHIBITED. DAMAGED CABLES SHALL BE REMOVED AND REPLACED AT THE CONTRACTOR’S EXPENSE.

C. DISCONNECT SWITCHES:

- INSTALL DISCONNECT SWITCHES LEVEL AND PLUMB. CONNECT TO WIRING SYSTEM AND GROUND AS INDICATED.

D. GROUNDING:

- ALL METALLIC PARTS OF ELECTRICAL EQUIPMENT WHICH DO NOT CARRY CURRENT SHALL BE GROUNDED IN ACCORDANCE WITH THE REQUIREMENTS OF ARTICLE 250 OF THE NATIONAL ELECTRICAL CODE.
- PROVIDE ELECTRICAL GROUNDING AND BONDING SYSTEMS INDICATED WITH ASSEMBLY OF MATERIALS, INCLUDING GROUNDING ELECTRODES, BONDING JUMPERS AND ADDITIONAL ACCESSORIES AS REQUIRED FOR A COMPLETE INSTALLATION.
- ROUTE GROUNDING CONNECTIONS AND CONDUCTORS TO GROUND IN THE SHORTEST AND STRAIGHTEST PATHS POSSIBLE TO MINIMIZE TRANSIENT VOLTAGE RISES.
- TIGHTEN GROUNDING AND BONDING CONNECTORS, INCLUDING SCREWS AND BOLTS, IN ACCORDANCE WITH MANUFACTURER’S PUBLISHED TORQUE TIGHTENING VALUES FOR CONNECTORS AND BOLTS. WHERE MANUFACTURER’S TORQUING REQUIREMENTS ARE NOT AVAILABLE, TIGHTEN CONNECTIONS TO COMPLY WITH TIGHTENING TORQUE VALUES SPECIFIED IN UL 486A TO ASSURE PERMANENT AND EFFECTIVE GROUNDING.
- ALL UNDERGROUND GROUNDING CONNECTIONS SHALL BE MADE BY THE EXOTHERMIC WELD PROCESS AND INSTALLED IN ACCORDANCE WITH THE MANUFACTURER’S INSTRUCTIONS.
- ALL GROUND CONNECTIONS SHALL BE INSPECTED FOR TIGHTNESS. EXOTHERMIC–WELDED CONNECTIONS SHALL BE APPROVED BY THE CONSTRUCTION INSPECTOR BEFORE BEING PERMANENTLY CONCEALED.
- APPLY CORROSION–RESISTANT FINISH TO FIELD CONNECTIONS, AND PLACES WHERE FACTORY APPLIED PROTECTIVE COATINGS HAVE BEEN DESTROYED. USE COPPER–BASED “NO–OX” OR APPROVED EQUAL.
- A SEPARATE, CONTINUOUS, INSULATED EQUIPMENT GROUNDING CONDUCTOR SHALL BE INSTALLED IN ALL FEEDER AND BRANCH CIRCUITS
- BOND ALL INSULATED GROUNDING BUSHINGS WITH A BARE #6 AWG GROUNDING CONDUCTOR TO A GROUND BUS OR GROUNDING LUG IN ENCLOSURE.
- DIRECT BURIED GROUND CONDUCTORS SHALL BE INSTALLED AT A NOMINAL DEPTH OF 30” BELOW GRADE, UNLESS NOTED OTHERWISE.
- ALL GROUNDING CONDUCTORS EMBEDDED IN OR PENETRATING CONCRETE SHALL BE INSULATED OR INSTALLED IN PVC CONDUIT.
- INSTALL ELECTROLYTIC GROUNDING SYSTEM IN STRICT ACCORDANCE WITH MANUFACTURER’S INSTRUCTIONS. REMOVE SEALING TAPE FROM LEACHING AND BREATHER HOLES. INSTALL PROTECTIVE BOX FLUSH WITH GRADE.
- DRIVE GROUND RODS UNTIL TOPS ARE 30” BELOW FINAL GRADE.
- GROUNDING CONDUCTOR TO EQUIPMENT GROUND LUGS:
  - BOLTED TO EQUIPMENT HOUSING WITH STAINLESS STEEL BOLTS AND LOCK WASHERS.
  - ALL EQUIPMENT TO BE GROUNDED SHALL BE FREE OF PAINT OR ANY OTHER MATERIAL COVERING BARE METAL AT THE POINT OF CONNECTION.

3.5 ACCEPTANCE TESTING:

(REFER TO TESTING STANDARDS IN SOW DOCUMENT)

- A. PROVIDE PERSONNEL AND EQUIPMENT, MAKE REQUIRED TESTS, AND SUBMIT TEST REPORTS UPON COMPLETION OF TESTS.
- B. WHEN MATERIAL AND/OR WORKMANSHIP IS FOUND NOT TO COMPLY WITH THE SPECIFIED REQUIREMENTS, THE NONCOMPLYING ITEMS SHALL BE REMOVED FROM THE JOBSITE AND REPLACED WITH ITEMS COMPLYING WITH THE SPECIFIED REQUIREMENTS PROMPTLY AFTER RECEIPT OF NOTICE OF SUCH NON–COMPLIANCE.

C. TEST PROCEDURES:

- ALL FEEDERS SHALL HAVE THEIR INSULATION TESTED AFTER INSTALLATION, BUT BEFORE CONNECTION TO DEVICES. THE CONDUCTORS SHALL TEST FREE FROM SHORT CIRCUITS AND GROUNDS. TESTING SHALL BE FOR ONE MINUTE USING 1000V DC. INVESTIGATE ANY VALUES LESS THAN 50 MEGAOHMS.
- PRIOR TO ENERGIZING CIRCUITRY, TEST WIRING DEVICES FOR ELECTRICAL CONTINUITY AND PROPER POLARITY CONNECTIONS.
- MEASURE AND RECORD VOLTAGES BETWEEN PHASES AND BETWEEN PHASE WIRES AND NEUTRALS. SUBMIT A REPORT OF MAXIMUM AND MINIMUM VOLTAGES.
- PERFORM GROUND TEST TO MEASURE GROUND RESISTANCE OF GROUNDING SYSTEM USING THE IEEE STANDARD 3–POINT “FALL–OF–POTENTIAL” METHOD. PROVIDE PLOTTED TEST VALUES & LOCATION SKETCH. NOTIFY THE ENGINEER IMMEDIATELY IF MEASURED VALUE IS OVER 5 OHMS.

END OF SECTION

END OF SPECIFICATION

STAMP:

9/26/2024

SHELTON D. KEISLING

LICENSED

13654

KANSAS

PROFESSIONAL ENGINEER

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Shelton Keisling

ENGINEERING LICENSE  
STATE OF KANSAS  
PE CERTIFICATE OF AUTHORIZATION # E-571  
ENGINEER: PE#: DISCIPLINE:  
KJV KEVIN M. VANMAELE 22105 CIVIL C  
REJ ROBERT E. JENSEN 16096 CIVIL C  
CG CHRISTOPHER GIANNOTTI 26673 CIVIL C  
SDK SHELTON D. KEISLING 13654 ELECTRICAL E  
TMS TERRANCE M. SUPER 9250 ELECTRICAL E

PLANS PREPARED FOR:



PLANS PREPARED BY:



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APPLICANT SITE NAME:

WEST GARDNER

APPLICANT SITE NUMBER:

KS1019

SITE ADDRESS:

18827 DILLIE RD  
EDGERTON, KS 66021

SHEET DESCRIPTION:

SPECIFICATIONS  
(6 OF 6)

SHEET #:

SP-3.1

**PLANNING COMMISSION  
November 12, 2024 Minutes**

A regular session of the Edgerton Planning Commission (the Commission) was held in the Edgerton City Hall, 404 E. Nelson Street, Edgerton, Kansas on November 12, 2024. The meeting convened when Vice Chair Jeremy Little called the meeting to order at 7:00 PM.

**1. ROLL CALL**

Jeremy Little	present
Tina Mathos	present
Adam Draskovich	absent
John Daley	absent
Jordyn Mueller	present

With a quorum present, the meeting commenced.

Staff in attendance: Zachary Moore, Development Services Director  
Chris Clinton, Planning and Zoning Coordinator

**2. WELCOME** Vice Chair Little welcomed all in attendance to the meeting.

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

**CONSENT AGENDA**

**4.** Minutes from the October 8, 2024 Planning Commission Meeting.

Commissioner Mueller moved to approve the Consent Agenda. The motion was seconded by Commissioner Mathos. The Consent Agenda was approved, 3-0.

**Regular Agenda**

**5. Declaration.** There were no declarations made by the Commissioners.

**Business Requiring Action**

**New Business**

**6. CU2024-0102: CONDITIONAL USE PERMIT APPLICATION FOR EVERGY COMMUNICATIONS TOWER LOCATED AT 18827 DILLIE ROAD**

Vice Char Little invited the applicant to present their application.

Mr. Robert Goetz, Selective Site Consultants, addressed the Commission. He stated they are requesting approval of a Conditional Use Permit (CUP) to replace the existing 220-foot tower located at 18827 Dillie Road with a new 230-foot-tall tower. This ten (10) foot increase in height is within the Federal Communications Commission's (FCC) parameters of non-

substantial modification. He explained that the property is zoned is A-G (Agricultural) and has been since April 23, 2009. The property to the west is zoned Johnson County RUR (Rural) and is used for agricultural. He said that the property to the north is Johnson County RUR and the use is public and agricultural. The property to the south is currently zoned A-G and is agricultural in use. To the east are I-H (Heavy Industrial) zoning and A-G and used as utility and agricultural. He explained the site plan and the location of the proposed tower, which is just south of the existing tower. He stated the overall footprint of the tower will be expanded as the existing tower is guy-wired and the new tower will be self-supporting. The tower will have lights that meet FCC standards.

Vice Chair Little opened the public hearing. There were no public comments made at this time. Commissioner Mathos moved to close the public hearing. The motion was seconded by Commissioner Mueller and the public hearing was closed, 3-0.

Vice Chair Little requested City staff to present their report.

Mr. Chris Clinton, Planning and Zoning Coordinator, spoke before the Commission. He stated that the applicant is requesting the approval of a CUP for a communications tower that is taller than 60 feet located at 18827 Dillie Road. The proposed 230-foot, self-supported tower is proposed to replace the existing 220-foot, guy-wired tower. A new shelter for equipment is also proposed as part of this project. Communication towers greater than 60 feet in height require approval of a CUP. Mr. Clinton explained a resident did stop by City Hall with questions regarding this proposal, however, no comments or questions have been sent in writing. He said the 67.69± acre property was annexed into Edgerton on April 23, 2009. The existing communications tower was located on the property prior to annexation. Contained within the subject property is a 10.10± acre section that is zoned Heavy Industrial (I-H), which is where an electrical substation is located. That substation is to the east of where the existing tower is located with the new tower proposed just south of the existing tower.

Mr. Clinton explained that Article 7 of the Unified Development Code (UDC) authorizes the Commission to recommend the approval of a CUP provided that certain standards are met. Those standards are the location is appropriate and consistent with the Comprehensive Plan; that the public health, safety, morals, and general welfare will not be adversely affected; the necessary safeguards will be provided to the surrounding property, persons, and neighborhood values; and any additional standards of Article 7 specified as a condition of approval. He stated Section 7.1 of the UDC also lists all the criteria that the Commission must take into account when making a determination as to whether or not the CUP should be recommended for approval. There are a total of 14 criteria, but Mr. Clinton stated he will bring a select few to the attention of the Commission along with City staff's determination as to whether the proposal meets the criteria or not.

Mr. Clinton stated the first criterion is that the character of the neighborhood, such as the zoning, existing land use, residential density and open space. City staff found that the subject property is in a low-density residential area that is zoned Rural or Agricultural. There is also an electrical substation located on the property within the I-H zoned area. Landscaping is located along the property line on the south and along Dillie Road. The Lanesfield School historical site is to the north of the property.

The second criterion is the nature and intensity of the proposed use and its compatibility with the zoning and uses of nearby properties. Such determination should include the location, nature, and height of structures, walls, fences, and other improvements connected with the proposed use, their relation to adjacent property and uses and the need for buffering and screening. The neighboring properties are all zoned Rural or Agricultural. There is an existing electrical substation and supporting infrastructure to the east of the tower. The existing tower is 220 feet tall and is proposed to be replaced by a 230-foot tall tower. The existing tower uses guywires for structural support, while the proposed tower will be self-supporting. That results in a smaller overall footprint for the structural support of the tower.

The third criterion highlighted by Mr. Clinton requires the determination of the suitability of the uses of the property without the proposed CUP. The subject property is currently developed with an electrical substation, which is permitted by right for the Agricultural District and the I-H District. Communication towers are also permitted by right if the height does not exceed 60 feet. That height would not allow the utilization of the antennas proposed on the tower which would limit the community access to television, radio, cellular reception, and the internet.

The final criterion highlighted is if the proposal is consistent with the Comprehensive Plan, Capital Improvement Plan, ordinances, policies, and applicable City Code of the City of Edgerton, and the general safety, health, comfort and general welfare of the community. The Future Land Use Map (FLUM) within the Comprehensive Plan designates the subject property as Public/Semi-Public, which the proposal is consistent with.

Mr. Clinton explained Section 7.2 outlines additional regulations for CUPs in their respective zoning designations. This section of the UDC has five (5) additional requirements for communication towers taller than 60 feet on an A-G zoned property. The first requirement is that the facility must not be located in an area used or planned for residential purposes. Mr. Clinton stated that the FLUM shows the subject property remaining Public/Semi-Public and is not planned for residential uses. The next is the facility must be located a horizontal distance equal to the total height plus 50 feet from any building used for human habitation, other than the principal use, and/or any road. Mr. Clinton stated that the proposed tower is over 320 feet away from Dillie Road, which is the closest road or building used for human habitation. This requirement is met as the required distance is 280 feet. The applicant must demonstrate the necessity for the tower by demonstrating that the new tower this facility cannot reasonably be co-located on an existing tower or structure. He explained that the applicant provided plans show the existing tower has four (4) antennas. The proposed tower will have those four (4) existing antennas and six (6) new antennas. There will also be locations for future antennas that could be added to the proposed tower in the future. The final is that a submission of an acceptable agreement to remove the tower and/or antenna within 180 days after cessation of use. Mr. Clinton stated that the agreement is being drafted and will be included as a stipulation that the agreement be entered into prior to the completion of the final inspection of the tower. Mr. Clinton said City staff recommends approval of the CUP with the following stipulations:

1. The CUP will be valid for ten (10) years from the date of approval by the City of Edgerton Governing Body.

2. The agreement to remove the tower following the cessation of use must be entered into prior to the completion of the final inspection of the tower.

Vice Chair Little inquired as to what the inquiry was that City staff was able to answer. Mr. Clinton answered that a resident had concerns about the width of the tower. The existing tower ranges from three (3) to nine (9) feet in width. The proposed tower will be 23 feet at the base, ten (10) feet wide at a height of 110 feet then three and a half (3.5) feet wide at the top of tower.

Mr. Kenton Cropp, 18740 Dillie Road, Edgerton, Kansas 66021, asked if the lighting will be different than that of the existing tower. Mr. Goetz replied that the lighting will not change. There will be lights at 115 feet and the top of the tower as required by the FCC.

Commissioner Mathos inquired as to the structure being added. Mr. Goetz stated that the footprint of the tower will be expanded but no additional structures are proposed.

Commissioner Mathos moved to recommend approval of the CUP for the Evergy Communications Tower with the stipulations listed by City staff. Commissioner Mueller seconded the motion. Application CU2024-0102 was recommended for approval, 3-0.

## **7. FUTURE MEETING REMINDERS**

Vice Chair Little stated that the next regular session is scheduled for December 10, 2024; January 14, 2025; and February 11, 2025.

## **8. ANNOUNCEMENTS**

Mr. Zachary Moore, Development Service Director, addressed the Commission. He stated that City staff are prepping the Development Calendar for 2025. In November, the second Tuesday will be November 11, 2025, which is Veteran's Day and City offices will be closed. He requested that the Commission cancel the November 11, 2025, meeting and schedule a special session. He recommended that the Commission schedule the special session either the next day, Wednesday, November 12, 2025, or the following Tuesday, November 18, 2025.

Commissioner Mathos inquired about the second City Council meeting in November. Mr. Moore explained that there will not be a second Council meeting during November due to the Thanksgiving holiday.

Commissioner Mueller moved to cancel the November 11, 2025 regularly scheduled Commission meeting and hold a Special Meeting of the Commission on November 12, 2025. The motion was seconded by Commissioner Mathos. The November 11, 2025 Commission meeting was canceled and a Special Meeting was scheduled on November 12, 2025, 3-0.

## **9. ADJOURN**

Commissioner Mathos moved to adjourn the meeting. Commissioner Mueller seconded the motion. The meeting was adjourned at 7:20 PM, 3-0.

Submitted by Chris Clinton, Planning and Zoning Coordinator

DRAFT

## City Council Action Item

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**Council Meeting Date:** December 12, 2024

**Department:** Community Development

**Agenda Item: Consider Ordinance No. 2174 Amending Chapter IV – Buildings, Construction and Fire Of The Municipal Code Of The City Of Edgerton, Kansas Specifically To Add Regulations To The Fire Code Pertaining To Food Trucks.**

**Background/Description of Item:**

The City of Edgerton adopted the 2018 suite of codes published by the International Code Council (ICC) with amendments on April 25, 2024. One of the amendments that was presented to City Council at the time of adoption was the omission of Section 319 of the 2018 International Fire Code (IFC), which introduced regulations pertaining to safety measures for Mobile Food Preparation Vehicles, also known as food trucks.

In April, when the 2018 suite of building codes was adopted, City staff was unsure how the inclusion of new regulations for food trucks would impact community events, so staff recommended that the section regarding food truck standards be omitted, while staff conducted further research. Over the course of the summer, there were several events in the City where food trucks served food to the community, such as Frontier Days and Meat Inferno. Staff also attended several events in the region and worked with Johnson County Fire Department #1 (JCFD1) to determine if all food trucks attending these events received their annual Heart of America inspection sticker, meaning their truck was compliant with the requirements of the 2018 IFC.

Each truck that served at a City event had an approved fire inspection (though not needed at the time) and held a Heart of America inspection sticker. Several trucks at Frontier Days even reached out to the Fire Department ahead of time to ensure they were able to operate, despite not being required to. In November, a local food truck obtained a Mobile Food Vendor license through the City and sold food outside of the Dollar General along 56 Highway. This food truck also held a Heart of America inspection sticker, though City codes did not require it.

All other communities within Johnson County, with the exception of Spring Hill, require a food truck inspection from the Heart of America Fire Chief's Association to be conducted and approved prior to operating within their jurisdiction. Inspections may be conducted throughout the region, including at the Fire Station on 191<sup>st</sup> Street. Inspections conducted by JCFD1 do not have an inspection fee, and a sticker issued in Edgerton would be valid metro-wide.

Following staff's research over the summer and having observed that adopting Section 319 of the IFC (*Mobile Food Preparation Vehicles*) should not have any negative impact on the community, staff recommends adopting the regulations as provided in the IFC.

**Related Ordinance(s) or Statue(s):** Edgerton Municipal Code, Chapters IV

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**Funding Source:** N/A

**Budget Allocated:** N/A

**Finance Director Approval:** N/A

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**Recommendation: Approve Ordinance No. 2174 Amending Chapter IV- Buildings, Construction and Fire Of The Municipal Code Of The City Of Edgerton, Kansas Specifically To Add Regulations To The Fire Code Pertaining To Food Trucks.**

**Enclosed:**

1. DRAFT Ordinance 2174
2. JCFD1 Food Truck Inspection Sheet
3. NFPA Food Truck Safety Fact Sheet
4. Heart of America Metro Fire Chiefs Council Mobile Food Vendor Information Sheet
5. Minutes April 25, 2024

**Prepared by:** Zachary Moore, Development Services Director



**ORDINANCE NO. 2174**

**AN ORDINANCE AMENDING CHAPTER IV OF THE CITY CODE OF THE CITY OF EDGERTON, KANSAS.**

**WHEREAS**, the City of Edgerton adopted the 2018 International Fire Code with amendments on April 25, 2024 with Ordinance 2159.

**WHEREAS**, the amendments to the 2018 International Fire Code adopted with Ordinance 2159 included the omission of regulations for Mobile Food Preparation Vehicles.

**WHEREAS**, following additional research conducted since the adoption of Ordinance 2159, the City desires to adopt safety requirements identified in the 2018 International Fire Code specifically for Mobile Food Preparation Vehicles, otherwise known as food trucks.

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

**SECTION ONE:** Chapter IV, Article 9, Section 4-903.t of the Edgerton Municipal Code is hereby repealed to adopt Section 319 of the 2018 International Fire Code.

**SECTION TWO:** REPEAL OF CONFLICTING ORDINANCES. Any Code provisions of the Code of the City of Edgerton, Kansas, or any Ordinances that are in conflict therewith are hereby repealed in their entirety.

**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 CITY COUNCIL AND APPROVED BY THE MAYOR OF THE CITY OF EDGERTON, KANSAS ON THE \_\_\_\_ DAY OF \_\_\_\_\_. 2024

**CITY OF EDGERTON, KANSAS**

By: \_\_\_\_\_  
Donald Roberts, Mayor

ATTEST:

\_\_\_\_\_  
Alexandria Clower, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
TODD LUCKMAN for  
Stumbo Hanson, LLP, City Attorneys

## EXHIBIT A

### ARTICLE 9-INTERNATIONAL FIRE CODE.

4-901. ADOPTION. There is hereby adopted for the purpose of prescribing regulations governing conditions hazardous to life and property from fire or explosion that certain code known as the International Fire Code, published by the International Code Council, Inc., including Appendices A, B, C, D, H and I, being particular the 2018 edition thereof and the whole thereof, save and except such portions as are hereinafter deleted, modified or amended, of which code not less than one copy has been and is now filed in the office of the building code official and the same are hereby adopted and incorporated as if fully set out at length herein. This code is hereafter referred to as the “IFC” or “fire code”.

4-902. DEFINITIONS. For the purposes of the International Fire Code, 2018 edition, as adopted, the following words and phrases shall have the following meanings:

- a) The term “building code official” shall mean the Building Code Official of the City of Edgerton, Kansas.
- b) The term “fire chief” shall mean the Fire Chief of Fire District #1.
- c) The term “fire code official” shall mean the Fire Marshal as appointed by the Fire Chief of Fire District #1.
- d) The term “city” shall mean the City of Edgerton, Kansas.
- e) The term “misdemeanor” or “unlawful act”, unless otherwise specifically defined or provided herein shall mean, Class A violation.
- f) In those instances where the fire flow requirements and subdivision guidelines contained within this code refer to a “hydrant”, it is intended that the hydrant be located in close proximity to the residence. If water is available from a non-conventional source, such as a pond or stream, the and Fire Code Official and the Building Code Official may make a determination that the non-conventional source provides substantially equivalent fire-flow to the residence.
- g) The term “isolated building site” shall mean any parcel of land which is not within a platted subdivision of two or more lots or is located on at least ten (10) acres. If the building site is the only lot within a subdivision and on at least ten (10) acres, then, for the purposes of fire-flow guidelines, such site shall be considered an isolated building site.
- h) The term “unplatted subdivision” shall mean the division of a lot, tract or parcel of land according to the city’s adopted “lot-split” procedures. Unplatted subdivisions may also be lots, tracts or parcels of land that were of record in the register of Deeds Office as of March 1, 1982.
- i) The term “access road” shall be defined as a road not less than 20 feet in width with not less than 13 feet 6 inches of unobstructed vertical clearance and built and maintained to support the imposed loads to allow passage of fire apparatus in all weather conditions.
- j) The term “approved or certified automatic sprinkler system”, “approved automatic fire-extinguishing system”, or “approved or certified fire alarm and detection system” shall mean one that has been designed by a fire protection engineer who is licensed in the State of Kansas, and installed by a contractor with National Institute for Certification in Engineering Technologies (NICET), Level III or IV technicians in the applicable discipline (automatic sprinkler systems or fire alarm systems).
- k) The term “alternate water source” shall mean a source for fire flow derived from a river, lake, canal, bay, stream, pond, well, cistern, or other similar source of water that is available as suction supply for fire department use and meeting all requirements set forth by the Fire Code Official and the Building Code Official.

These are guidelines which are intended to apply to most situations.

Minor accommodations and adjustments may be made by the Building Code Official on a case-by-case basis after consulting with the Fire Code Official for good cause shown so long as there is no

significant increase in the potential for a fire hazard.

4-903. AMENDMENTS. The International Fire Code shall be amended as follows:

- a) Amend Section 101.1 of the IFC as follows:

101.1 Title

These regulations shall be known as the Fire Code of the City of Edgerton, Kansas, hereinafter referred to as the “IFC” or “this code”.

- b) Amend Section 102, *Applicability* of the IFC by adding a new Section 102.13 to read as follows:

102.13 Home Daycares

Home Daycares that meet the requirement of the Johnson County, Kansas Home Daycare Handbook 2019 edition shall be viewed as meeting the equivalent of the requirements of the IFC.

- c) Amend Section 103.2 of the IFC to read as follows:

103.2 Appointment

The Fire Code Official shall be appointed by the Fire Chief of Fire District #1 of Johnson County; and the Fire Code Official shall not be removed from office except for cause and after full opportunity to be heard on specific and relevant charges by and before Fire District #1 of Johnson County.

- d) Amend Section 104.11.2 of the IFC to read as follows:

104.11.2 Obstructing Operations

No person shall obstruct the operations of the fire district in connection with extinguishment or control of any fire, or actions relative to other emergencies, or disobey any lawful command of the Fire Chief or Fire Code Official of the fire district who may be in charge of the emergency, or any part thereof, or any lawful order of a police officer assisting the fire district. Any person who obstructs the operations of the fire district in connection with extinguishing any fire, or other emergency, or disobeys any lawful command of the applicable Fire Chief or Fire Code Official of the fire district who may be in charge at such a scene, or any part thereof, or any police officer assisting the fire district, shall be guilty of an unlawful act.

- e) Amend Section 105.1 of the IFC to read as follows:

105.1 General

Permits shall be in accordance with Section 105. Where permits are required elsewhere in this code, the Fire Code Official shall be permitted to waive the requirements for issuance of a permit provided public safety and welfare is maintained. Operational permits are specifically required for the following:

1. Explosives. (105.6.14)
2. Open burning. (105.6.32)

- f) Amend Section 105.6.14 of the IFC to read as follows:

105.6.14 Explosives, Fireworks and Blasting

An operational permit is required for the manufacture, storage, handling, sale or use of any quantity of explosives, explosive material, fireworks, or pyrotechnic special effects within the scope of Chapter 56 of this Code.

Exception: Storage in Group R-3 occupancies of smokeless propellant, black powder, and small arms primers for personal use, not for resale and in accordance with Section 5606 of this Code.

- g) Amend Section 105.6.32 of the IFC to read as follows:

105.6.32 Open burning

OPEN BURNING UNLAWFUL. It shall be unlawful for any person, firm, corporation, or other entity, including their agents or employees, to burn, permit or cause to be burned any garbage or refuse or any other heavy smoke producing or combustible materials out of doors at any location within the city limits. (Ord. 853, 2009; Ord. 588, 1989; Ord. 524, 1983)

SAME; EXCEPTIONS. It shall be lawful to open burn or burn in any other lawful burning receptacle by permit, tree limbs of less than four feet in length and ten inches in circumference, grass clippings and leaves. All burning herein permitted shall occur no earlier than thirty minutes after sunrise and no more than thirty minutes before sunset. All fires permitted hereunder shall, at all times, be in the presence of an adult who shall undertake to supervise the same. All materials permitted to be burned herein shall not contain any material not otherwise permitted to be burned including, but not limited to, heavy smoke producing material or animal carcasses. (Ord. 853, 2009; Ord. 588, 1989)

SAME; METEOROLOGICAL CONDITIONS. No fire or burning herein shall be permitted during inclement or foggy weather conditions or on days with a heavy cloud cover. Heavy cloud cover, as used herein, shall mean an overcast sky with a ceiling of less than 2,000 feet. In addition, burning shall be restricted to periods when wind surface speeds are more than five miles per hour but less than 15 miles per hour. (Ord. 853, 2009; Ord. 588, 1989)

PERSONS RESPONSIBLE. It shall be prima facie evidence that the person, or persons, having the right of possession to the property on which any burning, whether lawful or unlawful, occurs has caused or permitted the same; provided the evidence may be rebutted by clear and convincing proof that the burning was caused by another person and that the existence of the fire, or burning, was unknown to the person in possession of the property. (Ord. 853, 2009; Ord. 588, 1989) Previous Code 7-207, Same: Incinerators repealed by Ord. 835; see Ord. 588, 1989 and Ord. 524, 1983)

PENALTY. Any person who shall violate any of the provisions of the code incorporated by reference of this article or any other provision of this article, or who shall violate or fail to comply with any order made thereunder, or who shall build in violation of any detailed statement of specifications or plans submitted and approved thereunder or any certificate or permit issued thereunder, and from which no variance has been granted or appeal taken or who shall fail to comply with such an order as affirmed or modified by the governing body of the city, or by a court of competent jurisdiction, within any prescribed time for doing so, shall severally for each and every such violation and noncompliance respectively, be punished by a fine of not less than \$25 nor more than \$500. The imposition of one penalty for any violation shall not excuse the violation or permit it to continue, and all such responsible persons shall be required to correct or remedy such violations or defects within the time prescribed by the court levying such fine, and when not otherwise specified, each 10 days that prohibited conditions are maintained or remitted to exist shall constitute a separate offence. The imposition of any penalty hereunder shall not be held to prevent the removal of prohibited condition. (Ord. 853, 2009; Ord. 588, 1989; Ord. 524, 1983)

- h) Amend the IFC by omitting Section 105.7 *Required construction permits*.

- i) Amend Section 106.2 of the IFC to read as follows:

106.2 Schedule of permit fees/expiration

On buildings, structures, electrical, gas, mechanical and plumbing systems, or alterations requiring a permit, a fee for each permit shall be paid as required, in accordance with the fee schedule as established by the applicable governing authority.

The fee for each building permit shall be as set forth by resolution of the City Council. When permit fees are required, a plan review fee shall be paid at the time of submitting the submittal documents for plan review. Said plan review fee shall be sixty-five percent (65%) of the building permit fee. When submittal documents are incomplete or changed so as to require additional plan review or when the project involves deferred submittal items as defined in Section 107.3.4.1, an additional plan review fee may be charged.

When submittal documents are incomplete or changed so as to require additional plan review or when the project involves deferred submittal items as defined in Section 107.3.4.1, an additional plan review fee may be charged.

Applications shall be considered inactive and/or abandoned thereby becoming null and void by expiration of the following:

1. The building or work authorized by such permit is not commenced within 180 days from the date of such permit, or
2. The building or work authorized by such permit has not progressed to the point of the next required inspection within 90 days of either the issuance of the permit, or from the date of the last inspection.

Before such work can be recommenced, a new permit shall be first obtained to do so, and the fee therefore shall be one-half the amount required for a new permit for such work, provided no changes have been made or will be made in the original plans and specifications for such work; and provided further that the untimely progress has not exceeded one year. In order to renew action on a permit that has expired for a period exceeding one year, the permittee shall pay a new full permit fee.

The Building Official is authorized to grant, in writing, one (1) extension of time, for a period not to exceed 180 days. The extension shall be requested in writing and justifiable cause be demonstrated.

- j) Amend the IFC by omitting Section 108 *Board of Appeals* in its entirety.

- k) Amend Section 109 of the IFC as follows:

109 Board of Appeals

The Board of Appeals shall mean the Board of Code Review as established in Article 17 of this Chapter. The Board of Code Review shall hear and decide appeals of orders, decisions, or determinations made by the Building Official relative to the application and interpretation of this code.

- l) Amend Section 110.4 of the IFC as follows:

110.4 Violation Penalties

It shall be unlawful for any person, firm, or corporation to violate any of the provisions of this code or fail to comply therewith, or to violate or fail to comply with any order made thereunder,

or to build in violation of any detailed statement of specifications or plans submitted and approved thereunder, or any certificate or permit issued thereunder. Violation of any provision of this code shall be a public offense, a Class A violation punishable upon conviction as provided in Chapter IV, Article 16 of the Edgerton Municipal Code. Each separate day or any portion thereof, during which any violation of this code occurs or continues, shall be deemed to constitute a separate offense, and shall be punishable as herein provided. The application of the above penalty shall not be held to prevent the enforced removal of prohibited conditions.

- m)** Amend Section 112.4 of the IFC as follows:

*112.4 Failure to Comply*

Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be in violation of this code. Violation of any provision of this code shall be a public offense, a Class A violation, punishable upon conviction as provided in Chapter IV, Article 16 of the Edgerton Municipal Code.

Each separate day or any portion thereof, during which any violation of this code occurs or continues, shall be deemed to constitute a separate offense, and shall be punishable as herein provided.

- n)** Amend Section 307.1 of the IFC to read as follows:

*307.1 General*

A person shall not kindle or maintain or authorize to be kindled or maintained any open burning unless conducted and approved in accordance with Sections 307.1 through 307.5 of this Code. In addition to the requirements of this section, open burning when allowed within the jurisdiction, shall be in accordance with Section 4-904 (g) of this Code.

- o)** Amend Section 308.1.4 to read as follows:

*308.1.4 Open-flame cooking devices*

Charcoal burners and other open-flame cooking devices shall not be operated on combustible balconies or within 10 feet of combustible construction.

Exceptions:

1. One- and two-family dwellings as well as townhomes.
2. Other than one- and two-family dwellings and townhomes, where buildings, balconies, and decks are protected by an automatic fire sprinkler system, only gas fueled cooking devices are permitted.
3. When permitted, LP-gas fueled grills shall use a fuel cylinder weighing 20 pounds or less.

- p)** Amend the IFC by adding Section 310.7.1 to read as follows:

*310.7.1 Smoking receptacles required*

Owners of commercial and multi-family properties, where smoking is permitted, shall be responsible for providing approved receptacles for discarding smoking material in locations approved by the Fire Code Official.

- q)** Amend the IFC by adding Section 312.1.1 to read as follows:

312.1.1 Protection of utility equipment

Where equipment is providing electricity or fuel gas and located in an area subject to vehicle impact, vehicle impact protection shall be provided in accordance with Section 312.

- r) Amend the IFC by adding Section 315.8 to read as follows:

315.8 Indoor pallet storage

The indoor storage of idle combustible pallets shall not be allowed to accumulate to a condition in which it creates a fire hazard. Where required by the Fire Code Official, the storage of idle combustible pallets creating the fire hazard shall be removed from the building.

- s) Amend Table 315.7.6(1) of the IFC to read as follows:

Table 315.7.6(1) – under the heading “Wood Pallet Separation Distance”

“51-200 Pallets” the 5 foot separation distance reflected in the table is in error and should be revised to read 15 feet.

- t) Amend Section 503.1 of the IFC to read as follows:

503.1 Where required

Fire apparatus access roads shall be provided and maintained in accordance with Section 503.1.1 through 503.1.3 and Appendix D.

- u) Amend Section 503.3 of the IFC to read as follows:

503.3 Marking

Where required by the Fire Code Official, approved signs and painted curb, or pavement if a curb is absent, or other approved notices or markings shall be provided for fire apparatus access roads to identify such roads or prohibit the obstruction thereof. The means by which fire lanes are designated shall be maintained in a clean and legible condition at all times and be replaced or repaired when necessary to provide adequate visibility. The curb or pavement, if a curb is absent, shall be painted red with white 3 inch letters indicating NO PARKING – FIRE LANE. Lettering shall occur every 25 feet of the fire lane. Signs used to indicate fire lanes shall meet the requirements of Section D103.6 of the IFC.

- v) Amend Section 503.4 of the IFC to read as follows:

503.4 Obstruction of fire apparatus access roads

Fire apparatus access roads shall not be obstructed in any manner including the parking of vehicles. The Fire Code Official is authorized to have towed, at the owner’s expense, any vehicle obstructing the fire apparatus access road. The minimum widths and clearances established in Sections 503.2.1 and 503.2.2 shall be maintained at all times.

- w) Amend Section 503.6 of the IFC to read as follows:

503.6 Security Gates

The installation of security gates across a fire apparatus access road shall first be approved by the Fire Code Official in writing prior to installation. Where security gates are installed, they shall have an approved primary means of emergency operation with a manual secondary means of emergency operation in the event of failure of the primary emergency operation. The security gates and emergency operations shall be maintained operational at all times. Electric gate

operators, where provided, shall be listed in accordance with UL325. Gates intended for automatic operation shall be designed, constructed, and installed to comply with the requirements of ASTM F2200.

- x) Amend the IFC by adding Section 504.4 to read as follows:

504.4 Roof access sign

Where required by the Fire Code Official, a sign on or near each room serving as access to the roof shall be provided. The sign shall be approved by the Fire Code Official.

- y) Amend Section 505.1 of the IFC to read as follows:

505.1 Address identification

New and existing buildings shall have approved address numbers, building numbers, or approved building identification placed in a position on the building or on any structure, mailbox, sign, or monument on the property that is securely fixed to the ground to be plainly legible and visible from the street or road fronting the property. These numbers shall contrast with their background. Address numbers shall be Arabic numerals or alphabet letters. Numbers shall be a minimum of six inches (6 in.) high with a minimum stroke width of 0.5 inch for commercial buildings. Numbers shall be a minimum height of four inches (4 in.) for one- and two-family dwellings and townhomes. When required by the Fire Code Official, address identification shall be provided in additional approved locations to facilitate emergency response. Where access is by means of a private road and the building cannot be viewed from a public way, a monument, pole, or other sign or means as approved by the Fire Code Official shall be used to identify the structure. Address identification shall be maintained.

Exception:

Characters shall be permitted to be a minimum of four inches (4 in.) high when the address is posted in an approved manner within 25 feet of the road which it is addressed on.

505.1.1 Secondary address numbers

Multi-tenant retail shopping centers in which tenant spaces have secondary entry doors from an exterior façade of the building and have paved vehicle access adjacent to such doors shall have approved numbers or addresses placed on or adjacent to each door. Secondary address numbers shall meet the same requirements of Section 505.1.

Exceptions:

1. If more than one entry door is installed on a façade, only one door needs to be marked (entry doors defined as overhead or cargo doors and normal passage doors).
2. Further exceptions may be permitted by the Fire Code Official.

505.1.2 Additional Identification

Where identification of additional exits would be of benefit to emergency response personnel, a sequential numbering system may be required by the Fire Code Official whereby the interior and exterior surfaces of each exit is marked in an approved manner.

- z) Amend Section 506.1 of the IFC to read as follows:

506.1 Where required



Where access to or within a structure or an area is restricted because of secured opening or where immediate access is necessary for lifesaving or fire-fighting purposes, a key box shall be installed in an approved location as required by the Fire Chief or designated Fire Code Official. The key box shall be an approved type listed in accordance with UL 1037 and shall contain keys or access cards to gain necessary access as required by the Fire Chief or designated Fire Code Official for new or existing buildings.

**aa)** Amend Section 506.1.2 to read as follows:

506.1.2 Key boxes for fire service elevator keys

Key boxes provided for fire service elevator keys shall comply with Section 506.1 and all of the following:

1. The key box shall be compatible with an existing rapid entry key box system in use in the jurisdiction and approved by the Fire Code Official.
2. The front cover shall be permanently labeled with the words “Fire Department Use Only – Elevator Keys”, when required by the Fire Code Official.
3. The key box shall be mounted at each elevator bank at the lobby nearest to the lowest level of fire department access.
4. The key box shall be mounted at an approved location by the Fire Code Official.
5. Contents of the key box are limited to fire service elevator keys. Additional elevator access tools, keys and information pertinent to emergency planning or elevator access shall be permitted where authorized by the Fire Code Official.
6. In buildings with two or more elevator banks, a single key box shall be permitted to be used where such elevator banks are separated by not more than 30 feet. Additional key boxes shall be provided for each individual elevator or elevator bank separated by more than 30 feet.

Exception: A single key box shall be permitted to be located adjacent to a fire command center or the nonstandard fire service elevator key shall be permitted to be secured in a key box used for other purposes and located in accordance with Section 506.1.

**bb)** Amend Section 506.2 of the IFC to read as follows:

506.2 Key Box Maintenance

The operator of the building shall immediately notify the Fire Code Official of Fire District #1 and provide the new key when a lock is changed or re-keyed. The key to such lock shall be secured in the key box. The key box shall be maintained in working order by the operator/owner/occupant of the building.

**cc)** Amend Section 507.5.1.1 of the IFC to read as follows:

507.5.1.1 Hydrant for Fire Sprinkler and Standpipe Systems

Buildings equipped with a fire sprinkler or standpipe system that is installed in accordance with Section 903 or 905 shall have a fire hydrant within 100 feet of the fire department connections.

**dd)** Amend Section 507.5.2.1 of the IFC to read as follows:

507.5.2.1 Line and Hydrant tests:

Private hydrants and supply piping shall be tested as specified in NFPA 24. Hydrants shall comply with AWWA standards adopted by The City and maintained to AWWA-M17 standard.

507.5.2.1.1 Hydrants – Color

Private hydrants shall be painted and highly visible. Private fire hydrants shall be painted red. Public fire hydrants shall be painted yellow or an approved color by the Fire Code Official.

ee) Amend the IFC by adding Section 509.3 to read as follows:

509.3 Protection of fire equipment

Where fire protection equipment is located in an area subject to vehicle impact, vehicle impact protection shall be provided in accordance with Section 312.

ff) Amend Section 901.6 of the IFC to read as follows:

901.6 Inspection, Testing and Maintenance

Fire detection, alarm and extinguishing systems shall be maintained in an operative condition at all times and shall be replaced or repaired where defective. Non-required fire protection systems and equipment shall be inspected, tested, and maintained, or removed.

The inspection, testing and maintenance of fire protection systems and equipment shall be performed by a fire protection engineer who is licensed in the State of Kansas, or a contractor with the National Institute for Certification in Engineering Technologies (NICET), Level II technicians in the applicable discipline (automatic sprinkler systems, fire alarm systems or inspection and testing of water-based systems), licensed to do so by the Kansas State Fire Marshal, and approved by the Fire Code Official.

gg) Amend Section 901.7 of the IFC to read as follows:

901.7 Systems out of service

Where a required fire protection system is out of service, the fire department and the Fire Code Official shall be notified immediately and, where required by the Fire Code Official, the building shall be either evacuated or an approved fire watch shall be provided for all occupants left unprotected by the shutdown until the fire protection system has been returned to service.

Where utilized, fire watches shall be provided with not less than one approved means for notification of the fire department and their only duty shall be to perform constant patrols of the protected premises and keep watch from fires.

Proper documentation shall be completed for fire watch including the dates, times, and individuals performing the fire watch as well as the system(s) out of service during the fire watch. This documentation shall be submitted to the fire district when required.

hh) Amend Section 903.2.10 of the IFC to read as follows:

903.2.10 Group S-2 enclosed parking garages

An automatic sprinkler system shall be provided throughout buildings classified as enclosed parking garages in accordance with Section 406.6 of the International Building Code, where either of the following conditions exists:

1. Where the fire area of the enclosed parking garage exceeds 12,000 square feet (1115 m<sup>2</sup>)

2. Where the enclosed parking garage is located beneath other groups.

ii) Amend the IFC by adding Section 903.3.1.2.4 to read as follows:

903.3.1.2.4 Attached garages

Fire sprinkler protection shall be provided in all attached garages.

jj) Amend Section 903.3.1.2.1 of the IFC to read as follows:

903.3.1.2.1 Balconies and decks

Sprinkler protection shall be provided for exterior balconies, decks and ground floor patios of dwelling units and sleeping units. Sidewall sprinklers that are used to protect such areas shall be permitted to be located such that their deflectors are within 1 inch to 6 inches below the structural members and a maximum distance of 14 inches below the deck of the exterior balconies and decks that are constructed of open wood joist construction.

kk) Amend the IFC by adding Section 903.3.1.3.1 to read as follows:

903.3.1.3.1 Attached garages

Fire sprinkler protection shall be provided in attached garages.

ll) Amend the IFC by adding Section 903.3.5.3 to read as follows:

903.3.5.3 Main control valves

Water supply lines for automatic sprinkler systems shall be provided with a control valve located on the riser. The valve shall be capable of isolating the underground fire service main from the automatic sprinkler system.

mm) Amend Section 903.4.2 of the IFC to read as follows:

903.4.2 Alarms

An approved audio/visual device shall be connected to each automatic sprinkler system. Such sprinkler system water-flow alarm devices shall be activated by water flow equipment to the flow of a single sprinkler of the smallest orifice size installed in the system.

Alarm devices shall be provided on the exterior of the building directly above the fire department connection or in an approved location. Where a fire alarm system is installed, actuation of the automatic sprinkler system shall actuate the building fire alarm system.

nn) Amend the IFC by adding Section 903.4.2.1 to read as follows:

903.4.2.1 Occupant notification in sprinklered buildings

Where an automatic fire sprinkler system is installed in a building that does not have a fire alarm system, occupant notification shall be provided. Occupant notification shall be provided in accordance with Section 907.5.

Exception: Occupant notification may be provided by an alternative method when approved by the Fire Code Official.

oo) Amend the IFC by adding Section 903.5.3.1 to read as follows:

903.5.3.1 Main control valve access

The main control valve shall be accessible. To be considered accessible, a clear space 3 feet wide by 3 feet deep by 7 feet high shall be provided in front of the valve. Access to the clear space shall be provided by an unobstructed aisle not less than 3 feet wide and 7 feet high. The valve shall be operable from floor level.

**pp)** Amend the IFC by adding Section 912.3.1 to read as follows:

912.3.1 Fire department connection for water supply

All connections to supply fire sprinkler systems and/or standpipe systems shall be fitted with an approved four-inch (4 in.) Storz quick coupling connector unless otherwise approved by the Fire Code Official.

**qq)** Amend Section 1023.9.1 of the IFC to read as follows:

1023.9.1 Signage requirements

Stairway identification signs shall comply with all of the following requirements:

1. The signs shall be a minimum size of 18 inches by 12 inches.
2. Stairways should be identified using a method approved by the Fire Code Official. The letters designating the identification of the interior exit stairway and ramp shall be not less than 1 ½ inches in height.
3. The number designating the floor level shall be not less than 5 inches in height and located in the center of the sign.
4. Other lettering and numbers shall be not less than 1 inch in height.
5. Characters and their background shall have a non-glare finish. Characters shall contrast with their background, with either light characters on a dark background or dark characters on a light background.
6. Where signs required by Section 1023.9 are installed in the interior exit stairways and ramps of buildings subject to Section 1025, the signs shall be made of the same materials as required by Section 1025.4.
7. Signs shall be color coded or have colored borders as approved by the Fire Code Official.

**rr)** Amend the IFC by adding Section 1023.9.2 to read as follows:

1023.9.2 Color coding

The color coding for stairway identification signs shall be as follows:

1. Red – Primary exit enclosure with roof access
2. Yellow – Secondary stairwell
3. Blue – Third stairwell
4. White – Fourth stairwell
5. Green – Fifth stairwell

**ss)** Amend the IFC by adding Section 2001.4 to read as follows:

2001.4 Other requirements

Where other fire safety requirements for aviation facilities have been adopted by the City of Edgerton, those regulations, in addition to the requirements of this code, shall apply. Where conflicts may arise, the most restrictive requirement shall apply.

**tt)** Amend the IFC by adding Section 3310.1 to read as follows:

3310.1 Required access

Approved vehicle access for firefighting and emergency responses shall be provided to all construction or demolition sites. Vehicle access shall be provided to within 50 feet of temporary or permanent fire department connections. Vehicle access shall be provided by either temporary or permanent roads, capable of supporting vehicle loading under all weather conditions. Vehicle access shall be maintained until permanent fire apparatus access roads are available.

**uu)** Amend Section 5601.3 of the IFC to read as follows:

5601.3 Fireworks

The possession, storage, handling, and use of fireworks shall be in accordance with Chapter IV, Article 20 of the Edgerton Municipal Code.

**vv)** Amend Section 5607.1 of the IFC to read as follows:

5607.1 General

Blasting operations shall be conducted only by approved, competent operators licensed to conduct this operation by the appropriate licensing entity and that are familiar with the required safety precautions and the hazards involved and in accordance with the provisions of NFPA 495. Blasting operations shall be in accordance with Chapter IV, Article 20 of the Edgerton Municipal Code.

**ww)** Amend Section 5607.4 of the IFC to read as follows:

5607.4 Restricted hours

Surface blasting operations shall only be conducted during daylight hours in the times established by Chapter IV, Article 19 of the Edgerton Municipal Code.

**xx)** Amend the IFC by adding Section C102.1 to read as follows:

C102.1 Additional required fire hydrants

The Fire Code Official is authorized to modify the location, number, and distribution of fire hydrants based on site-specific constraints and hazards.

**yy)** Amend the IFC by adding Section C103.4 to read as follows:

C103.4 Hydrant spacing for Fire Department Connections

A fire hydrant shall be located within 100 feet of all fire department connections.

Exception: The distance shall be permitted to exceed 100 feet where approved by the Fire Code Official.

**zz)** Amend the IFC by adding Section D103.4.1 to read as follows:

D103.4.1 Islands

Fire apparatus access roads and turnarounds that contain interior islands shall have dimensions that are approved by the Fire Code Official prior to their installation.

**aaa)** Amend the IFC by adding Section D103.4.2 to read as follows:

D103.4.2 Alternate designs

Turnarounds that are proposed to have an alternate design other than the criteria described in Section D103 shall first be approved by the Fire Code Official prior to their installation.

**bbb)** Amend Appendix J of the IFC by deleting in its entirety and adding a new Appendix J to read as follows:

Appendix J – Building Information Signs

J101.1 Scope. New buildings shall have a building information sign(s) that comply with Sections J101.1 through J101.2 when the building is constructed with truss materials in the floor(s) or the roof. These requirements shall not apply to buildings that were not constructed with truss materials.

J101.1.1 Sign Location The building information sign shall be placed near the utility service meters. Additional signage shall be installed near the main entrance when required by the Fire Code Official.

J101.1.2 Sign Features. The building information sign shall consist of all of the following:

1. Reflective background.
2. Durable material.
3. Alphabetical letters shall be capitalized.
4. Permanently affixed to the building or structure in an approved manner.

J101.1.3 Sign shape and color. The building information sign shall be an 8-inch tall Maltese cross red in color with 2-inch tall white text.

J101.2 Sign text. The text of the sign shall represent the truss construction that has been installed within the building. The text shall be in capital alphabetic letters in the center of the Maltese cross as indicated below:

1. Truss Roof – R
  2. Truss Floor – F
  3. Truss Roof and Floor – RF
-

# Fire District #1 Johnson County

Occupancy: **Fire District #1, Johnson County - Station 81**

Occupancy ID:

Address: **33364 W 191st ST  
Edgerton KS 66020**

Inspection Type: **Food Truck**

Inspection Date: **6/17/2022**

By: **Ralston , Brad W (121187)**

Time In: **09:07**

Time Out: **09:07**

Authorized Date: **Not Authorized** By:



Form: Food Truck

## Inspection Topics:

### Exhaust Hood

Cooking equipment that produces grease-laden vapors shall be provided with a kitchen exhaust hood in accordance with Section 607. (Non-conforming food trucks shall have until April 1, 2021, to comply).

319.3 Exhaust hood. Cooking equipment that produces grease-laden vapors shall be provided with a kitchen exhaust hood in accordance with Section 607.

**Status:**

**Notes:**

### Fire Protection

Portable fire extinguishers shall be provided in accordance with Section 906.4 A type K extinguishers for any cooking that produces grease-laden vapors.

319.4.2 Fire extinguisher. Portable fire extinguishers shall be provided in accordance with Section 906.4.

**Status:**

**Notes:**

Cooking equipment shall be protected by automatic fire extinguishing systems in accordance with Section 904.12 (Nonconforming food trucks shall have until April 1, 2021, to comply).

319.4.1 Fire protection for cooking equipment. Cooking equipment shall be protected by automatic fire extinguishing systems in accordance with Section 904.12.

**Status:**

**Notes:**

### Appliance Connection

Gas cooking appliances shall be secured in place and connected to fuel-supply piping with an appliance connector complying with ANSI Z21.69/CSA 6.16.

319.5 Appliance connection to fuel supply piping. Gas cooking appliances shall be secured in place and connected to fuel-supply piping with an appliance connector complying with ANSI Z21.69/CSA 6.16. The connector installation shall be configured in accordance with the manufacturer's installation instructions. Movement of appliances shall be limited by restraining devices installed in accordance with the connector and appliance manufacturers' instructions.

**Status:**

**Notes:**

### Cooking Oil Storage Containers

Cooking oil storage containers within mobile food preparation vehicles shall have a maximum aggregate volume not more than 120 gallons (454 L), and shall be stored in such a way as to not be toppled or damaged during transport.

319.6 Cooking oil storage containers. Cooking oil storage containers within mobile food preparation vehicles shall have a maximum aggregate volume not more than 120 gallons (454 L), and shall be stored in such a way as to not be toppled or damaged during transport.

**Status:**

**Notes:**

## Cooking Oil Storage Tanks & Systems

Metallic storage tanks shall be listed for use with cooking oil, including maximum temperature to which the tank will be exposed during use.

319.7.2 Nonmetallic storage tanks. Nonmetallic cooking oil storage tanks shall be installed in accordance with the tank manufacturer's instructions and shall comply with both of the following: 1. Tanks shall be listed for use with cooking oil, including maximum temperature to which the tank will be exposed during use. 2. Tank capacity shall not exceed 200 gallons (757 L) per tank.

**Status:**

**Notes:**

Metallic storage tanks shall be listed in accordance with UL 80 or UL 142, and shall be installed in accordance with the tank manufacturer's instructions.

319.7.1 Metallic storage tanks. Metallic cooking oil storage tanks shall be listed in accordance with UL 80 or UL 142, and shall be installed in accordance with the tank manufacturer's instructions.

**Status:**

**Notes:**

The design, fabrication and assembly of system components shall be suitable for the working pressures, temperatures and structural stresses to be encountered by the components.

319.7.4 Design criteria. The design, fabrication and assembly of system components shall be suitable for the working pressures, temperatures and structural stresses to be encountered by the components.

**Status:**

**Notes:**

Normal and emergency venting shall be provided for cooking oil storage tanks.

319.7.5 Tank venting. Normal and emergency venting shall be provided for cooking oil storage tanks.

**Status:**

**Notes:**

Normal vents shall be located above the maximum normal liquid and shall have a minimum effective area not smaller than the largest filling or withdrawal connection. Normal vents are not required to vent to the exterior.

319.7.5.1 Normal vents. Normal vents shall be located above the maximum normal liquid line, and shall have a minimum effective area not smaller than the largest filling or withdrawal connection. Normal vents are not required to vent to the exterior.

**Status:**

**Notes:**

Emergency relief vents shall be provided.

319.7.5.2 Emergency vents. Emergency relief vents shall be located above the maximum normal liquid line and shall be in the form of a device or devices that will relieve excessive internal pressure caused by an exposure fire. For nonmetallic tanks, the emergency relief vent shall be allowed to be in the form of construction.

**Status:**

**Notes:**

Nonmetallic storage tank capacity shall not exceed 200 gallons (757 L) per tank.

319.7.2 Nonmetallic storage tanks. Nonmetallic cooking oil storage tanks shall be installed in accordance with the tank manufacturer's instructions and shall comply with both of the following: 1. Tanks shall be listed for use with cooking oil, including maximum temperature to which the tank will be exposed during use. 2. Tank capacity shall not exceed 200 gallons (757 L) per tank.

**Status:**

**Notes:**

## LP Gas Systems

LP-gas containers shall be securely mounted and restrained to prevent movement.

319.8.2 Protection of container. LP-gas containers installed on the vehicle shall be securely mounted and restrained to prevent movement.

**Status:**

**Notes:**



LP-gas containers shall be manufactured in compliance with the requirements of NFPA 58.

319.8.3 LP-gas container construction. LP-gas containers shall be manufactured in compliance with the requirements of NFPA 58.

**Status:**

**Notes:**

LP-gas system piping, including valves and fittings, shall be adequately protected to prevent tampering, impact damage, and damage from vibration.

319.8.4 Protection of system piping. LP-gas system piping, including valves and fittings, shall be adequately protected to prevent tampering, impact damage, and damage from vibration.

**Status:**

**Notes:**

A listed LP-gas alarm shall be installed within the vehicle in the vicinity of LP-gas system components, in accordance with the manufacturer's instructions.

319.8.5 LP-gas alarms. A listed LP-gas alarm shall be installed within the vehicle in the vicinity of LP-gas system components, in accordance with the manufacturer's instructions.

**Status:**

**Notes:**

The maximum aggregate capacity of LP-gas containers transported on the vehicle and used to fuel cooking appliances only shall not exceed 200 pounds (91 kg) propane capacity.

319.8.1 Maximum aggregate volume. The maximum aggregate capacity of LP-gas containers transported on the vehicle and used to fuel cooking appliances only shall not exceed 200 pounds (91 kg) propane capacity.

**Status:**

**Notes:**

## CNG Systems

CNG containers shall be securely mounted and restrained to prevent movement. Containers shall not be installed in locations subject to a direct vehicle impact.

319.9.1.2 Protection of container. CNG containers shall be securely mounted and restrained to prevent movement. Containers shall not be installed in locations subject to a direct vehicle impact.

**Status:**

**Notes:**

CNG containers shall be an NGV-2 cylinder construction.

319.9.1.3 CNG container construction. CNG containers shall be an NGV-2 cylinder.

**Status:**

**Notes:**

CNG containers and systems shall be installed in accordance with NFPA 52.

319.9.2 CNG containers supplying transportation and cooking fuel. Where CNG containers and systems are used to supply fuel for cooking purposes in addition to being used for transportation fuel, the installation shall be in accordance with NFPA 52.

**Status:**

**Notes:**

The maximum aggregate capacity of CNG containers transported on the vehicle shall not exceed 1,300 pounds (590 kg) water capacity.

319.9.1.1 Maximum aggregate volume. The maximum aggregate capacity of CNG containers transported on the vehicle shall not exceed 1,300 pounds (590 kg) water capacity.

**Status:**

**Notes:**

**Additional Time Spent on Inspection:****Category****Start Date / Time****End Date / Time****Notes:** No Additional time recorded**Total Additional Time: 0 minutes****Inspection Time: 0 minutes****Total Time: 0 minutes****Summary:****Overall Result:** Documentation Only**Inspector Notes:****Representative Signature:**

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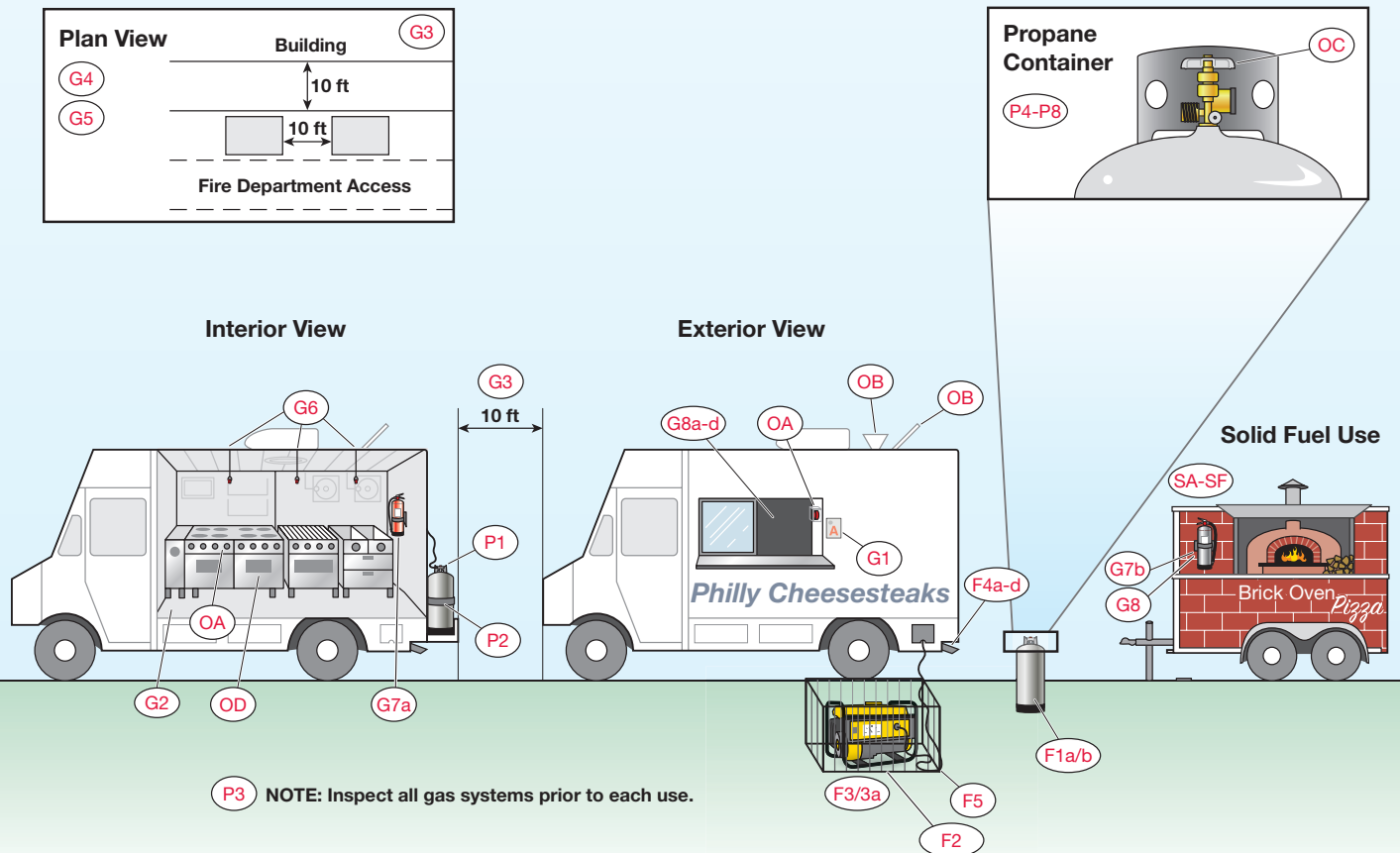
*Signature*

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*Date*



# FOOD TRUCK SAFETY



NFPA code references are provided at the end of each item. The red keys correspond to the NFPA food truck safety diagram. For more detailed information, see NFPA 1 and Chapter 17 in NFPA 96.

## General Safety Checklist

- ☐ Obtain license or permits from the local authorities. [1:1.12.8(a)] **G1**
- ☐ Ensure there is no public seating within the mobile food truck. [1:50.8.3.2] **G2**
- ☐ Check that there is a clearance of at least 10 ft away from buildings, structures, vehicles, and any combustible materials. [96:17.2] **G3**
- ☐ Verify fire department vehicular access is provided for fire lanes and access roads. [1:18.2.4] **G4**
- ☐ Ensure clearance is provided for the fire department to access fire hydrants and access fire department connections. [1:13.1.4; 1:13.1.5] **G5**
- ☐ Check that appliances using combustible media are protected by an approved fire extinguishing system. [96:10.1.2] **G6**
- ☐ Verify portable fire extinguishers have been selected and installed in kitchen cooking areas in accordance with NFPA 10. [96:10.9] **G7a**
- ☐ Where cooking appliances that use solid fuel, such as charcoal or wood, produce grease-laden vapors, make sure the appliances are protected by listed fire-extinguishing equipment. [96:15.7.1] **G7b**
- ☐ Ensure that workers are trained in the following: [96:17.10]: **G8**
  - ☐ Proper use of portable fire extinguishers and extinguishing systems [96:17.10.1(1)] **G8a**
  - ☐ Proper method of shutting off fuel sources [96:17.10.1(2)] **G8b**
  - ☐ Proper procedure for notifying the local fire department [96:17.10.1(1)] **G8c**
  - ☐ Proper procedure for how to perform simple leak test on gas connections [96:17.10.1(5)] **G8d**



# FOOD TRUCK SAFETY CONTINUED

## Fuel & Power Sources Checklist

- ☐ Verify that fuel tanks are filled to the capacity needed for uninterrupted operation during normal operating hours. [1:10.14.11.1 for carnivals only] **F1a**
- ☐ Ensure that refueling is conducted only during non-operating hours. [96:17.8.3] **F1b**
- ☐ Check that any engine-driven source of power is separated from the public by barriers, such as physical guards, fencing, or enclosures. [96:17.5.2.2] **F2**
- ☐ Ensure that any engine-driven source of power is shut down prior to refueling from a portable container. [1:10.15.4] **F3**
- ☐ Check that surfaces of engine-driven source of power are cool to the touch prior to refueling from a portable container. **F3a**
- ☐ Make sure that exhaust from engine-driven source of power complies with the following: **F4**
  - ☐ At least 12 ft in all directions from openings and air intakes [96:17.5.2.3(1)] **F4a**
  - ☐ At least 12 ft from every means of egress [96:B.13] **F4b**
  - ☐ Directed away from all buildings [96:17.5.2.3(2)] **F4c**
  - ☐ Directed away from all other cooking vehicles and operations [96:17.5.2.3(3)] **F4d**
- ☐ Ensure that all electrical appliances, fixtures, equipment, and wiring complies with the NFPA 70®. [96:17.8.1] **F5**

## Propane System Integrity Checklist

- ☐ Check that the main shutoff valve on all gas containers is readily accessible. [58:6.26.4.1(3)] **P1**
- ☐ Ensure that portable gas containers are in the upright position and secured to prevent tipping over. [58:6.26.3.4] **P2**
- ☐ Inspect gas systems prior to each use. [96:17.7.2.3] **P3**
- ☐ Perform leak testing on all new gas connections of the gas system. [58:6.16; 58:6.17] **P4**
- ☐ Perform leak testing on all gas connections affected by replacement of an exchangeable container. [58:6.16; 58:6.17] **P5**
- ☐ Document leak testing and make documentation available for review by the authorized official. [58:6.26.5.1(M)] **P6**
- ☐ Ensure that on gas system piping, a flexible connector is installed between the regulator outlet and the fixed piping system. [58:6.26.5.1(B)] **P7**
- ☐ Where a gas detection system is installed, ensure that it is tested monthly. [96:17.7.2.2] **P8**

## Operational Safety Checklist

- ☐ Do not leave cooking equipment unattended while it is still hot. (This is the leading cause of home structure fires and home fire injuries.) **OA**

- ☐ Operate cooking equipment only when all windows, service hatches, and ventilation sources are fully opened. [96:12.1.1] **OB**
- ☐ Close gas supply piping valves and gas container valves when equipment is not in use. [58:6.26.8.3] **OC**
- ☐ Keep cooking equipment, including the cooking ventilation system, clean by regularly removing grease. [96:12.4] **OD**

## Solid Fuel Safety Checklist (Where Wood, Charcoal, Or Other Solid Fuel Is Used)

- ☐ Fuel is not stored above any heat-producing appliance or vent. [96:15.9.2.2] **SA**
- ☐ Fuel is not stored closer than 3 ft to any cooking appliance. [96:15.9.2.2] **SB**
- ☐ Fuel is not stored near any combustible flammable liquids, ignition sources, chemicals, and food supplies and packaged goods. [96:15.9.2.7] **SC**
- ☐ Fuel is not stored in the path of the ash removal or near removed ashes. [96:15.9.2.4] **SD**
- ☐ Ash, cinders, and other fire debris should be removed from the firebox at regular intervals and at least once a day. [96:15.9.3.6.1] **SE**
- ☐ Removed ashes, cinders, and other removed fire debris should be placed in a closed, metal container. [96:15.9.3.8.1] **SF**

### Learn More

- ▶ Get free digital access to NFPA codes and standards at: [nfpa.org/docinfo](https://nfpa.org/docinfo)
- ▶ Read the latest news and updates at: [nfpa.org/foodtrucksafety](https://nfpa.org/foodtrucksafety)
- ▶ Review the following and other NFPA resources at: [nfpa.org](https://nfpa.org)
  - NFPA 1, *Fire Code*, 2021 Edition
  - *NFPA 1 Fire Code Handbook*, 2021 Edition
  - NFPA 10, *Standard for Portable Fire Extinguishers*, 2018 Edition
  - NFPA 58, *Liquefied Petroleum Gas Code*, 2020 Edition
  - *LP-Gas Code Handbook*, 2020 Edition
  - NFPA 70®, *National Electrical Code®*, 2020 Edition
  - *National Electrical Code® Handbook*, 2020 Edition
  - NFPA 96, *Standard for Ventilation Control and Fire Protection of Commercial Cooking Operations*, 2021 Edition
  - NFPA 96: *Standard for Ventilation Control and Fire Protection of Commercial Cooking Operations Handbook*, 2017 Edition



## Mobile Food Vendor

### A Partnership Plan between the Heart of America Fire Chiefs Association- Fire Prevention Section

Due to the mobility of the food truck vendors throughout the Kansas City Metropolitan Area, the Heart of America's Fire Chiefs Association Fire Prevention Section has established a general requirements inspection checklist for the authorities within jurisdiction (AHJ). This checklist has been established to help create consistency amongst the AHJs and the requirements for food trucks to operate.

**MOBILE FOOD PREPARATION VEHICLES.** Vehicles that contain cooking equipment that produce smoke or grease-laden vapors for the purpose of preparing and serving food to the public. Vehicles intended for private recreation shall not be considered mobile food preparation vehicles.

Any AHJ has the right to be more restrictive than the general requirements of the inspection checklist.

Operational food trucks should be inspected by the AHJ of the city the food truck's vehicle registration is licensed in.

The AHJ conducting the inspection has the right to assess a fee set by their governing body to complete the inspection of the food truck.

After a food truck inspection is completed and approved, the AHJ conducting the inspection will apply the approved HOA food truck inspection sticker to the vehicle passage side window field or in the case of a trailer to the front passenger side panel.

The operator of the mobile food truck shall have a copy of the current fire inspection report available for review at all times.

AHJs of other cities will verify there is a current HOA food truck inspection sticker located on the food truck when a food truck travels to another jurisdiction.

The Fire Code Official for the jurisdiction the mobile food truck is currently operating in may conduct a fire inspection, regardless if a current fire inspection exists, for reasonable cause.

Having the HOA sticker and a current inspection report document does not exempt the food truck owner from meeting all of the requirements for the city the food truck will operate in.

When a food truck does not have a current HOA inspection sticker the AHJ where the food truck will be operating out of can conduct the inspection and provide the owner with the current HOA sticker. When this happens the AHJ who conducted the inspection should notify the AHJ of the food truck's registration city.

**City of Edgerton, Kansas**  
**Minutes of City Council Regular Session**  
**April 25, 2024**

A Regular Session of the City Council (the Council) was held in the Edgerton City Hall, 404 E. Nelson, Edgerton, Kansas April 25, 2024. The meeting convened at 7:00 PM with Mayor Donald 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:

- City Administrator, Beth Linn
- City Attorney, Lee Hendricks
- Assistant to the City Administrator, Kara Banks
- Finance Director, Karen Kindle
- Public Works Director, Dan Merkh
- Development Services Director, Zach Moore
- Public Work Superintendent, Trey Whitaker
- Maintenance Technician, Chance Heinz
- Parks and Recreation Director, Levi Meyer
- Parks and Recreation Superintendent, Brittany Paddock
- Assistant City Clerk, Alex Firth
- Planning and Zoning Coordinator/Deputy City Clerk, Chris Clinton

**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. Declaration**

Councilmember Longanecker had a phone conversation with realtor Nancy Kirk-Matthews, but he expressed that the conversation would not impact or influence his vote today.

**5. Approve Minutes from March 28, 2024, Regular City Council Meeting**

City Administrator Beth Linn stated that the minutes were inadvertently excluded from the packet. She stated the minutes were reviewed by staff for accuracy.

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

## **6. Public Comments**

Ms. Katy Hoffman and Mr. Gary Scott from the Silver Haired Legislature addressed the Council. Ms. Hoffman described her organization and discussed how they are elected and what the organization advocates for at the State Legislature. She stated their priorities recently include establishing a medical cannabis advisory board, Medicaid expansion, and other topics. Mr. Scott added that his property tax is almost what his mortgage used to be, and he is a widower on a fixed retirement income, so tax relief is also a major priority.

Ms. Linn shared information about the monthly Senior Lunch and suggested they attend.

Mayor Roberts thanked Ms. Hoffman for representing the seniors and for what they are doing for their communities.

Mayor Roberts stated that any public comments that are for municipal code changes will be held until the agenda item that they correlate with.

7. **Introduction of New Employee Chance Heinz** – Public Works Director Mr. Dan Merkh introduced Chance Heinz to the Council. Mr. Heinz stated he started work with the City of Edgerton roughly 3 weeks ago in the utilities department and grew up in Garden city Kansas, went to University of Kansas and all paths had led him to Kansas City.

## **Business Requiring Action**

### **8. CONSIDER THE 2023 AUDIT OF FINANCIAL STATEMENTS AS PRESENTED BY VARNEY & ASSOCIATES**

Karen Kindle, Finance Director, introduced Jessica Linsley with Varney and Associates.

Ms. Linsley stated that she has been working on the City's audits for the last 3-4 years and is very familiar with Edgerton's account. She stated the numbers that were provided to her by the staff of Edgerton, and they did not need to make any adjustments. Edgerton received a clean opinion again in 2023.

She complimented the city for how smooth the transition was to a new financial software system because it can be hard.

She stated auditors must receive reasonable assurance and they detailed some utility billings and also looked over the expenditures of high and low amount purchases. They are looking for fraud purchases and did not find anything, but she wanted to let Council know that they looked at some different procedures this year.

The amounts match and reconcile with the prior year. She notes that the State now requires auditors to include if Edgerton had a revenue neutral rate (RNR) hearing, which is only difference on that section of the audit.

She stated there were no violations of Kansas statues throughout the year. There were no funds over budget. She added the audit shows status of capital projects that continue past the financial year.

Mayor thanks Ms. Linsley for coming and thanked staff for working on the budget through the transition to a new system.

Councilmember Longanecker moved to approve the 2023 Audit financial statement, seconded by Councilmember Labbaken. The Financial Audit was approved, 4-0.

**9. CONSIDER RESOLUTION NO. 04-25-24A AUTHORIZING SPECIAL EVENT PERMIT FOR SALE AND CONSUMPTION OF ALCOHOLIC LIQUOR ON CERTAIN PUBLIC PROPERTY WITHIN THE CITY OF EDGERTON, KANSAS**

Brittany Paddock, Superintendent of Parks and Recreation, reviewed the resolution and introduced the members of the Frontier Days Association in attendance, Nathan Eggleston and Darlene Brown. She stated Frontier Days will be moved to Martin Creek Park in 2024 due to the construction of The Greenspace. The festival will be held June 14 – June 15. She explained this first resolution allows liquor sales at the park and showed a map of the event space. She outlined the requirements that all alcohol must stay within Martin Creek Park and within certain material of containers.

Councilmember Lewis moved to approve Resolution No. 04-25-24A, seconded by Councilmember Longanecker. The Resolution was approved, 4-0.

Mayor noted that the Council did not specifically waive the fees associated with the special event permit as they have historically done.

Motion made by Councilmember Longanecker to waive the special event fees. Councilmember Lebakken seconded the motion, and the vote was approved 4-0.

**10. CONSIDER RESOLUTION NO. 04-25-24B AUTHORIZING PERMISSION TO USE REQUESTED CITY BUILDINGS/PUBLIC SPACES AND THE APPROVAL OF ADDITIONAL SERVICE REQUESTS DURING EDGERTON FRONTIER DAYS**

Ms. Paddock stated this resolution is a request to use Martin Creek Park and city buildings and Edgerton city lake to provide event space and shuttle locations for the event.



Ms. Linn stated the Council had authorized a capital improvement project to put in a split row fence. She noted the City's Public Works Department did a tremendous job of installing it, which will be a great asset for Frontier Days and events in the future.

Mayor stated City staff dedicates a lot of staff time to parking on the 3<sup>rd</sup> of July and asked the Frontier Days Committee what kind of staffing will be needed for parking. Mr. Eggleston stated they are deliberating on whether they will hire out the parking safety personnel.

Councilmember Longanecker asked about the truck route.

Ms. Paddock states this keeps a majority of trucks away from the event.

Ms. Linn stated there may also be road closures of Nelson Street downtown during that weekend due to the construction of the Greenspace and this could help with pedestrian safety.

Councilmember Longanecker moved to approve Resolution No. 04-25-24B, seconded by Councilmember Lewis. The Resolution was approved, 4-0.

**11. CONSIDER RESOLUTION NO. 04-25-24C AUTHORIZING THE CLOSURE OF PUBLIC STREET FOR THE EDGERTON FRONTIER DAYS FESTIVAL PARADE IN 2024.**

Ms. Paddock reviewed the resolution. The closure for the street is on Nelson due to the parade and take place on the morning of June 15<sup>th</sup> from 8<sup>th</sup> Street to 3<sup>rd</sup> Street and will be a short closure. Barricades will be set up from 8:30 - 10:30 am.

Councilmember Lebakken moved to approve Resolution No. 24-25-24C, seconded by Councilmember Longanecker. The Resolution was approved, 4-0.

**12. CONSIDER RESOLUTION NO. 04-25-24D FOR TEMPORARY NO PARKING RELATED TO FRONTIER DAYS**

Ms. Paddock reviewed the resolution. She stated one of the areas that staff wants to make sure is the unobstructed includes the stretch of 3<sup>rd</sup> Street from Morgan Street to Martin Street to make sure the fire department can get out in case of an emergency.

Councilmember Lewis moved to approve Resolution No. 24-25-24D, seconded by Councilmember Lebakken. The Resolution was approved, 4-0.

**13. CONSIDER RESOLUTION 04-25-24E RECOGNIZING THE EDGERTON FRONTIER DAYS AS A "PUBLIC FESTIVAL" FOR PURPOSES OF THE CITY'S NOISE RESTRICTIONS.**

Ms. Paddock stated the resolution waives the City's noise ordinance on Friday and Saturday night. Councilmember Longanecker asked what time the band stops playing. Mr. Eggleston said it was 11:30 pm. Mayor Roberts added this year's event should be less impactful because it is at the park.

Councilmember Lewis moved to approve Resolution 04-25-24E, seconded by Councilmember Longanecker. The resolution was approved, 4-0.

Mayor thanked the Frontier Days group for carrying on the tradition. This festival has been held for more than 50 years. It is not a city event and is entirely put on by volunteers. He thanked the organization for their efforts for the event.

Mr. Eggleston and Ms. Brown announced the bands that are playing and reviewed some of the highlights for this year's event.

The mailer with the event schedule will go out with June utility bills.

**14. CONSIDER ORDINANCE NO. 2159 AMENDING CHAPTER IV – BUILDINGS, CONSTRUCTION AND FIRE OF THE MUNICIPAL CODE OF THE CITY OF EDGERTON, KANSAS**

Development Services Director, Zach Moore stated the city adopted the 2006 building code in 2010. This ordinance would update the codes to the 2018 ICC suite, as drafted by International Code Council with specific City amendments. Mr. Moore reviewed several specific changes, including work hours, storm shelters, and mobile food vendors.

The first proposed item is the introduction of work hours, which would be Monday through Friday from 7 am – 6 pm with special permitted hours allowed on Saturday. Work on Sundays would be prohibited. He added that the work hours provision does not apply to homeowners working on their own homes outside of those hours. He stated staff can issue extended construction hours due to heat or other conditions if requested.

The second proposed item is a requirement for storm shelters for residential development. Based on previous Council discussions, staff offered three options if Council wanted to amend in a storm shelter requirement: 1) require a shelter in each new single family or two-family home, 2) to require a storm shelter at time of original construction or a single- or two-family home unless the owner signs a opt out form for that option, or 3) to allow for the construction or maintenance of a storm shelter which would be maintained by the HOA.

Councilmember Longanecker questioned that this is not a retrofit and this amendment is only for new construction. Mr. Moore responded that this requirement is only for new construction.

The third proposed item is mobile food preparation vehicles, or food trucks. Mr. Moore stated the staff is recommending amending that section out and would like to research food

trucks and understand how this part of the ordinance could impact the city since we use food trucks for events such as Meat Inferno. Mr. Moore stated staff has spoken with Fire District 1 because they expressed safety concerns about the City opting out of those requirements.

This ordinance change would also take any other wording within the municipal code that is fire related from chapter VII and put it in chapter IV. So, this would make sure that anything that is about construction and fire would be within the same chapter.

Councilmember Longanecker asked if section 903.3.121 only applies to apartment buildings. Mr. Moore confirmed that it only applies to buildings with more than 2 units that are new construction.

Councilmember Conus asked if neighboring communities have made storm shelters a requirement. Mr. Moore answered that Gardner, Baldwin City and Spring Hill do not have a storm shelter requirement, but Olathe and Kansas City, KS do.

#### **PUBLIC COMMENTS:**

Chief Trig Morley and Fire Marshal Brad Ralston of Johnson County Fire District #1 encouraged council to not amend this section out. Chief Morley stated they understand the city's position. He stated they had a good conversation and would be happy to help with research.

Division Manager for Rausch Coleman Shawn Cheever stated they need to keep the prices as low as possible for the buyers to draw in people to the area. The requirement for storm shelters would be more of an added cost and should stay as an option for owners to choose the shelter not a requirement. He stated they agreed that giving the homeowners this option is a great and safe initiative for the community, however he was concerned that mandating this ordinance would eliminate thousands of people from qualifying for their dream of home ownership. He stated this would add about \$10,500 to the price of the home.

Mr. Cheever stated some other ordinances that the city has mandated have already increased the price of the homes. Additional thickness of concrete, additional street lighting, and concrete storm pipes everywhere instead of just in roadways, has increased the cost of the homes by 4,000 dollars. He stated that they understand that the codes can change over time, but a lot of these requirements have been changed while in the middle of the development of the subdivision here in Edgerton. Mr. Cheever stated one of the biggest reasons they chose Edgerton was to beat the housing by land price than other surroundings communities. He states that these changes would price out thousands of families that would not be able to afford their homes if they must increase their prices. He does not want to drive people away from this area due to increases. He requested summer construction hours to start at 6 am due to high heat, especially for projects like concrete pouring. He added the requirement that down spouts cannot be more than 10 feet from the property line would also be a problem.

Deputy City Clerk, Chris Clinton, read a letter from ElevateEdgerton! President James Oltman. The statement emphasizes that they are not taking sides but wants to stress the responsibility that the city has in balancing the future of Edgerton's public safety with its growth. They want to encourage the council to consider the unintended consequences additional regulation may have for the progress of growing the community and encouraging new residential development.

Kristen Peck who works with Rausch Coleman stated she wanted to stress how important it is to keep their prices lower for the families that they are trying to target. Edgerton would be the only community that would mandate storm shelters if this would move forward.

Mayor Roberts asked what their current selling price is. Mr. Cheever answered the goal is the low \$250s, but final costs will not be known until the homes are done. He stated homes are starting in the \$290s in Gardner and Spring Hill and prices are climbing weekly. Mayor states that \$249,000 was the amount that the City was originally given, so there has not been a big price change. Mr. Cheever stated they have made changes in the homes to keep the price low and keep the delta between Edgerton and its neighboring communities.

Mayor asks if Mr. Cheever would like summer hours changed to 6 am to 6 p.m. Mr. Cheever answers that they need to pour concrete early due to heat and how the concrete can crack if the concrete dries too fast. Ms. Linn added that the ordinance as written allows for exceptions to the time of the construction, especially for concrete.

Councilmember Longanecker asked why an opt-out on the storm shelters is not their preference. Mr. Cheever would like an opt in to the storm shelters. He stated this is due to the price increase and not being able to reach the people they need if they cannot advertise at certain prices. He would rather the customer be able to opt in and understand that they have an increase. Instead of loading the price up and bringing it down if the customer would like to opt out, they would rather have the basic model and opt in to additional costs like the storm shelters and fencing. Mayor Roberts asked if that was Rausch Coleman's standard practice? Mr. Cheever stated yes, opt-in is standard because it keeps prices down. Mayor asked how many people have opted into the safe room. Mr. Cheever stated he knows of three that have bought in. Councilmember Longanecker asked if those were slab homes and Mr. Cheever responded they were on slabs. Councilmember Longanecker stated he is concerned about keeping people safe. Mr. Cheever stated if the homeowner wants it, they can have it. They encourage people to get what they want. Mayor Roberts stated the Council received quite a bit of public pressure because of the limited space for storm shelters in Edgerton.

Michele Downing addressed the Council. She stated it is not just concrete. She does framework and says the framing and roofing can get very hot as early as 7 am in the summer and wanted to state that the proposed hours may have a longer impact because it will take longer to build. If they could start earlier, it would take them less time.

Taylor Akinmoladun of Blue Springs, MO addressed the Council. She works as a real estate agent and says it will be harder for Edgerton to grow if the home prices increase too much. She stated that a lot of the people that would want to purchase a home at this price point, like empty nesters, would not go into a basement anyway.

Councilmember Longanecker asked the City Administrator about the hours. Ms. Linn said the current code does not have any hours. This code offers some basic hours, but staff can negotiate hours development-wide.

Councilmember Lewis stated when hours requests are made, it makes it easier to inform the public about what is going on. He added that it removes friction from the public. Deputy City Clerk Chris Clinton offered up that staff has worked with contractors in the past, especially during concrete pours to make sure that the project could still move forward and be safe.

Councilmember Lewis asked about the food truck exemption recommendation – he asked why the Fire District was concerned. Fire Marshall Brad Ralston said section 319 is basically a checklist for safety for food trucks. The food truck sticker program – streamlined process for food trucks in the area – makes it easier for inspectors. If an event has a food truck, then they can quickly decide if they meet the safety requirements.

Ms. Linn stated staff was concerned that adding additional requirements like the sticker would limit food trucks from outside Johnson County. The existing code does not have any regulations. She stated staff have had trouble finding food trucks for events and would like to understand the impact that the ordinance may have on the community. She stated staff would need more time to research the impact and speak with the food trucks.

Councilmember Lewis asked when staff would bring regulations back. Ms. Linn responded the goal would be this fall. Councilmember Lewis stated he wants to make sure it gets back on the agenda.

Mr. Ralston said the sticker program is no cost, but the safety improvements could be high for food truck owners. Chief Morley stated they would be happy to do an education campaign and help trucks become compliant with regulations.

Mayor spoke to the concern about the length of the downspouts and issues with the neighbors discharging their downspouts into their neighbors' yard. Mr. Cheever stated other communities have added a swell.

Jim Brown, Building Inspector for the City of Edgerton, addressed Council. He stated the code allows for a stormwater management plan for each property. The goal is to keep nuisance water off neighboring properties.

Ms. Linn said staff get frequent calls related to storm water because many homes currently have drainage at their property line, which can lead to flooding on a neighboring property. She stated that the standard setback is at 9 feet on smaller lots and the standard 10 feet

would only allow from front and back of property and not a drain on the sides. Staffs' recommendation is that it is on the front or back of the house to ensure that storm water is dispersed properly.

Mayor stated the Council did not seem to have any concerns about the proposed work hours requirements and exceptions. He then asked Council about downspouts. Mr. Brown said the code would allow for stormwater mitigation exceptions, with approval from building inspector, public works director, city engineer.

Ms. Linn recommended the Council add a number if they did not like 10 feet. Mr. Brown said the code already allows for exemptions based on property features.

Councilmember Longanecker wants to make sure storm water is not dispersed onto neighboring properties.

Mayor agrees that 10 feet from the property line is a great recommendation and would be best for the community.

Ms. Linn referred to the storm water master plan, which addressed how to fix issues that were created from policies in the past and how to set the policy to mitigate issues in the future. She stated staff has found that side discharges of water exacerbate issues.

Councilmember Lewis asked Rausch Coleman what other communities do for stormwater management. Mr. Cheever said Paola allows 3 feet with a swell. Mayor asked if they would be comfortable working with staff on the downspout issue. Kyle Jones with Rausch stated they want to make sure the water is flowing correctly because it's a top concern in almost every community for their homeowners. Stormwater is important to everybody.

Councilmember Conus asked about the drainage from sump pumps and asked if this would impact on the existing home and Ms. Linn answered with no, this ordinance is only for new construction.

Mayor Roberts then asked the Council for their thoughts on the storm shelter options.

Councilmember Conus recommends that we keep home prices low and allow for opt-ins.

Councilmember Longanecker says that it is on the council to recommend things that are the safest for the city and what is in the communities' best interest and making this opt in or out makes it the responsibility of the homeowners and construction builders' decision.

Mayor stated that the people should have to sign off on it and say that they do not want it. He would rather the homeowner make a choice and opt out.

Councilmember Lewis asked Rauch Coleman the current plan that they have in place, do you make money on the construction of the storm shelter and what motivation that they

would have for selling the storm shelter feature to a customer. Mr. Cheever says ideally their customers are moving out of rental properties, many of whom cannot afford much.

Ms. Peck says that in the building of what the customer wants they start from the base and add to the price, so the customer knows what they are getting.

Councilmember Longanecker recommends customers opt out because he wants the customer to know what they are saying no to instead of the home buyer just saying as a blanket statement that they do not want any extras.

Mayor asks Fire District One what their recommendations are. Chief Morley answered that being prepared is the best way to go. He would encourage residents to have a plan and have early warning. Edgerton is in a unique position in the most southern part of the county. It is important that they have a plan to shelter in place when they can. Getting education to the community is recommended as well in any case, not just for this ordinance.

Councilmember Lebakken says that this ordinance decision could be a matter of life and death with the option council may chose.

Councilmember Lewis says at the end of the day if safety is important to you as a buyer to find the money to cover that cost.

Councilmember Conus stated the opt-in option strengthens Edgerton's competitiveness against neighboring communities.

Mayor then asked Council for their opinions about food trucks. He added that it sounds like staff and the fire district will work together to draft regulations.

Councilmember Longanecker makes a motion to approve Ordinance No. 2159 as written with an opt-out option for storm shelters. Councilmember Lebakken seconds. The vote was 3-1, with Councilmember Conus opposed.

Mayor states that he appreciates everyone's time on this matter and all the education that has come with this meeting from everyone that came to Council tonight and gave their public comments.

**15. CONSIDER ORDINANCE NO. 2160 REPEALING CHAPTER VII FIRE OF THE MUNICIPAL CODE OF THE CITY OF EDGERTON, KANSAS**

Zach Moore stated this amends the code to clean it up. The fire code is moved now to Chapter IV and Chapter VII would be redundant language.

Councilmember Longanecker moved to approve the Ordinance, seconded by Councilmember Lewis. Ordinance 2160 was approved, 4-0.

**16. CONSIDER ORDINANCE NO. 2161 REPEALING ORDINANCE 891 AND THE CODE OF REGULATIONS FOR BUILDINGS AND CONSTRUCTION OF THE CITY OF EDGERTON, KANSAS.**

Zach Moore stated this ordinance repeals ordinance 891 due to redundant language. Mayor asked the City Attorney if the ordinance would take effect upon publication. Mr. Lee Hendricks, City Attorney, confirmed it does.

Councilmember Longanecker moved to approve the Ordinance, seconded by Councilmember Lebakken. Ordinance 2161 was approved, 4-0.

**17. CONSIDER A PROFESSIONAL SERVICES AGREEMENT WITH TETRA TECH TO PROVIDE DESIGN SERVICES FOR THE 2024 CDBG 2ND AND HULETT SANITARY SEWER REHABILITATION PROJECT**

Holly Robertson, CIP Project Manager presented and explained the design services agreement – design would begin immediately with completion in 2024.

Councilmember Lewis moved to approve the agreement with Tetra Tech, seconded by Councilmember Longanecker. The agreement was approved, 4-0.

**18. Report by the City Administrator**

- 1<sup>st</sup> Quarter 2024 Financial Report

Karen Kindle, Finance Director, reviewed the 1<sup>st</sup> quarter general fund. She stated the first of two property tax distributions have been added to the funds and the City has received some delinquent tax. She stated most revenue line items are on track.

Councilmember Conus asked how much Rausch Coleman makes up of the estimate for licenses and permits for the whole year. Ms. Linn said they have not paid anything yet. Conus clarified that he meant the estimate. Ms. Linn answered that she did not know and would have to get that answer back to Conus at a later date.

Ms. Kindle stated the fund balance is within reserve requirements and within budget authority. She then reviewed the water and sewer funds. Water billing is lower at this time of year and will trend higher in the summer. She stated the City has two debt payments each year and one of them has been paid already this year.

- Update on Community Picnic and Fireworks Show

Ms. Linn states that the pricing has continued to rise for this event. She stated this past year staff noticed many people coming just for a free t-shirt and then leaving, which defeats the goal of the event to bring the community together. Staff would like to offer shirts for sale through an online store which would also include items that are available year-round. She added that staff wants to prioritize the core goals of the event, which is



coming together and sharing a meal while celebrating our nation's independence. She stated many communities offer similar options.

Mayor Roberts says that the focus used to be on the food, fireworks, and people and not the t-shirts. He would like to keep the food and fireworks free and focus the dollars on what will serve the entire event, meaning the food and fireworks. The goal for the new online store is to try to see if this works for the community and see if they want to have a piece of the event to share with the community.

- **Water Conservation and Emergency Plan Annual Review**

Dan Merkh, the Director of Public Works, addressed the Council. He stated there were only minor revisions and no major changes to the conservation and emergency water plans.

He also announced that the City was awarded a grant from the state for almost 25,000 for the playground surfacing at Glendell Acres Park. He stated Holly Robertson led the grant application and told Council that she was recently named the AESKC 2023 Engineer of the Year.

- Ms. Robertson addressed the Council. She stated there is a change order at The Greenspace. Staff recommends the Council approve Combes Construction to construct the library sewer as part of The Greenspace project for \$19,699. Having Combes take care of this would ensure that the work is done in step with the order and paving of the alley. There are available funds that would be utilized to cover this added cost of the project. This would also lessen the amount of time that the library would be down for business and would minimize the impact on them.

Councilmember Longanecker made a motion to approve Change Order, Councilmember Lebakken seconded. The change order was approved 4-0.

## **19. Report by the Mayor**

- There was no report given by Mayor Roberts.

## **20. Future Meeting Reminders**

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

## **21. Adjourn**

Councilmember Lebakken moved to adjourn, seconded by Councilmember Lewis. The meeting was adjourned at **9:46 PM, 4-0.**

Submitted by Alex Firth, Assistant City Clerk

## City Council Action Item

**Council Meeting Date:** December 12, 2024

**Department:** Administration

### Agenda Item: Consider Resolution No. 12-12-24B Establishing Fees and Rates for Permits, Licenses and Services for the City of Edgerton, Kansas

#### Background/Description of Items:

The City of Edgerton updates the Fee Resolution to reflect the costs associated with various permits, licenses, administrative fees, and services. The following changes were made:

#### **Solid Waste**

Since the approval of this Fee Resolution No. 09-26-24A, the Governing Body approved the contract with Gardner Disposal for Solid Waste Collection Services on October 24, 2024. This contract included an increase in charges. During that meeting, staff was directed to draft Ordinance No. 2171 to amend the City Code and remove the requirement for a new individual resolution each time the rate fees change, and instead references the City's Fee Resolution. The draft resolution for approval will set the rates for solid waste services, effective January 1, 2025.

#### **The Greenspace Membership Costs**

On June 13, 2024, City Council held a Work Session regarding The Greenspace operations including hours of operations, staffing, and membership costs for the facility. The draft 2025 Fee Resolution includes Memberships Costs to The Greenspace as directed by Governing Body.

	Type	Greenspace Memberships Proposal			
		Senior (60+)	Adult (14-59)	Youth (5-13)	Family
Resident	Day Pass	\$ 3.00	\$ 4.00	\$ 3.00	<del>\$ 35.00</del>
	Monthly	\$ 15.00	\$ 20.00	\$ 15.00	\$ 35.00
	Annual	\$ 150.00	\$ 200.00	\$ 150.00	\$ 350.00
Non-Res.	Day Pass	\$ 5.25	\$ 7.00	\$ 5.25	<del>\$ 61.25</del>
	Monthly	\$ 26.25	\$ 35.00	\$ 26.25	\$ 61.25
	Annual	\$ 262.50	\$ 350.00	\$ 262.50	\$ 612.50

#### **Miscellaneous Changes**

Non-Sufficient Funds/Returned Check Fee increased to \$30.00 due to change in bank fee over the years, increase in cost of staff time to process on the customer account/collect

payment, and to match the maximum allowed fee by the State of Kansas per K.S.A 60-2610.

Overnight Camping Permit

Remove fees associated with overnight camping due to this now being a prohibited action per Chapter 12, Article 1. Section 112, of the City of Edgerton Municipal Code as adopted by Ordinance No. 2170.

Beverages

Correct language for Special Event Permit to Temporary Alcohol Permit per City Code.  
Correct language for Caterer fee to Annual Alcohol Permit per City Code.

**Related Ordinance(s) or Statute(s):** Ordinance No. 1006

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**Funding Source:** n/a

**Budget Allocated:** n/a

**Finance Director Approval:**

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**Recommendation: Approve Resolution No. 12-12-24B Establishing Fees and Rates for Permits, Licenses and Services Within the City of Edgerton, Kansas.**

**Enclosed:** Draft Fee Resolution – redlined

**Prepared by:** Alex Clower, City Clerk

**RESOLUTION NO. ~~09-26-24A~~12-12-24B**

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

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

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

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

**SECTION 1: FEES.**

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

**OPEN RECORDS**

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

**ANIMAL CONTROL**

**Animal Registration Fees:**

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

**Animal Redemption Fees:**

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

**Animal Adoption Fees:**

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

**BEVERAGES****Cereal Malt Beverages**

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

**Drinking Establishments**

License Fee – Biennial occupation tax	\$500.00
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**Private Club**

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

**Special Event**

<u>Temporary Alcohol</u> Permit Fee	_____ \$50.00
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**Caterer**

<u>Annual Alcohol</u> Permit Fee	_____
_____	\$250.00

**Retail**

Permit Fee Biennial occupation tax \$500.00

**BUILDINGS AND CONSTRUCTION****Permit Fees – Non-Residential Building**

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

\$1,000,000.01 and up

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

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

Other Inspections and Fees

Inspections outside of normal business hours  
(minimum charge – two hours) \$50.00 per hour

Re-inspection fees assessed \$50.00 per hour

Inspections for which no fee is specifically indicated  
(minimum charge – one-half hour) \$50.00 per hour

Additional plan review required by changes, additions  
or revisions to plans (or total hourly cost to the juris-  
diction, whichever is greatest. Cost shall include  
supervision, overhead, equipment, hourly wages and  
fringe benefits of employees involved) \$50.00 per hour

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

**Permit Fees – Residential Building**

*Total Valuation*

*Fee*

\$1 to \$500

\$13

\$501 to \$2,000

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

\$2,001 to \$25,000

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

\$25,001 to \$50,000

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

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

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

#### **Other Inspections and Fees**

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



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

#### **Permit Fees - Fuel Gas Code**

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

#### **Permit Fees – Plumbing Code**

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

#### **Permit Fees – Mechanical Code**

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

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

#### **Permit Fees – Electrical Code**

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

#### **Moving Buildings**

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

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

#### **Fire Insurance Proceeds Fund**

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

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

Block Party	\$25.00
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## FIREWORKS

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

## SOLID WASTE

<u>Customer Charge (50% of Contracted cost)</u>	<u>\$11.00</u>
<u>Additional Trash Cart (100% of Contracted cost)</u>	<u>\$7.50</u>
<u>Additional Recycle Cart (100% of Contracted cost)</u>	<u>\$3.00</u>
<u>Trash Stickers (100% of Contracted cost)</u>	<u>\$2.00</u>
<u>Customer Unit Charge – Monthly</u>	<u>\$7.50</u>
<u>(One trash container and one recycle container)</u>	
<u>Extra Trash Container Charge – Monthly</u>	<u>\$5.00</u>
<u>Extra Recycle Container Charge – Monthly</u>	<u>\$1.00</u>

## PUBLIC PROPERTY

### **City Hall**

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

### **The Greenspace Memberships**

#### **Senior Rates (60+)**

##### Resident

Day Pass	\$3.00
Monthly Pass	\$15.00
Annual	\$150.00

##### Non-Resident

Day Pass	\$5.25
Monthly Pass	\$26.25
Annual	\$262.50

#### **Adult Rates (14-59)**

##### Resident

Day Pass	\$4.00
Monthly Pass	\$20.00
Annual	\$200.00

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#### Non-Resident

Day Pass	\$7.00
Monthly Pass	\$35.00
Annual	\$350.00

#### **Youth Rates (5-13)**

##### Resident

Day Pass	\$3.00
Monthly Pass	\$15.00
Annual	\$150.00

##### Non-Resident

Day Pass	\$5.25
Monthly Pass	\$26.25
Annual	\$262.50

#### **Family Rates**

##### Resident

Monthly Pass	\$35.00
Annual	\$350.00

##### Non-Resident

Monthly Pass	\$61.25
Annual	\$612.50

#### **Ball Fields**

Baseball Field #1 – 50% Resident Roster	Free
Baseball Field #1 – Non-Residents	\$10 / hour
Rental Deposit Required for Field Key Rental (Refundable) (Due at time of Reservation)	\$50.00

#### Martin Creek Park Lights

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

#### **Park Shelters**

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

#### **Miscellaneous**

~~Overnight Camping (by special permit)~~ ~~\$10.00~~

Right-Of-Way Permit \$100.00

#### **PUBLIC OFFENSES**

Non-sufficient Funds/Returned Check Fee \$30 (Ref. K.S.A. 60-2610)

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

UNCONVENTIONAL VEHICLES

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

UTILITIES - WATER

Water Rate

WATER		
[Customer Service Charge + Vol. Rate = Monthly Bill]		
Customer Service Charge		
Meter Size	Inside City	Outside City
5/8"	\$25.00	\$37.43
1"	\$29.70	\$44.51
1 1/2"	\$37.54	\$56.27
2"	\$46.97	\$70.41
3"	\$68.97	\$103.39
4"	\$100.37	\$150.50
6"	\$178.88	\$268.26
8"	\$273.11	\$409.64
Volumetric Rate [per 1,000 gallons]		
Tiers	Inside City	Outside City
0-2,000	\$5.17	\$7.71
2,001-10,000	\$11.59	\$17.33
>10,000	\$15.97	\$23.89

### **Water System Development Fees**

System Development Fee (based on size of water meter)

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

### **Water Connection Fees**

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

## UTILITIES - WASTEWATER

### Wastewater Rate

#### WASTEWATER

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

#### Customer Service Charge

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\$8.62

#### Volumetric Rate

\$9.97 [per 1,000 gallons]<sup>1</sup>

LPKC Infrastructure

\$1.00 [per 1,000 gallons]

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

### Wastewater System Development Fees

System Development Fee (based on size of water meter)

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

### Wastewater Connection Fees

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

### Wholesale Wastewater Rate

\$3.68 [per 1,000 gallons]

### Significant Industrial User Fees

Permit fee	\$250
User Admin Fee	\$250

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**Private Disposal System Fees**

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

**VEHICLE PERMITS**

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

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



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

**Sign Fees**

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

**SECTION 2: Effective Date.** This Resolution shall become effective immediately upon adoption by the Governing Body with the changes to the water and wastewater rates becoming effective on the January 1, 2025 utility bill.

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

ADOPTED BY THE GOVERNING BODY OF THE CITY OF EDGERTON, KANSAS ON THIS 26<sup>TH</sup> DAY OF SEPTEMBER, 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

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**Council Meeting Date:** December 12, 2024

**Department:** Administration

**Agenda Item: Consider Renewal of Agreements with Adopt A Highway to Sponsor 56 Highway for Litter Removal Services Both Northbound and Southbound of the Roadway.**

**Background/Description of Item:**

In June 2022, the City entered into a pilot program agreement for litter removal services with the Kansas Department of Transportation for their Sponsor-A-Highway program for services of North and Southbound 56 Highway. Due to the success of this program, in June 2023 staff begin working with Adopt a Highway for a proposal of additional roadways to be serviced. The City entered into two additional agreements for Homestead Lane and Sunflower Road in December 2023, with work commencing in January of this year. Year to date, a total of 2,094 lbs. of trash has been collected.

The current agreements with Homestead Ln. and Sunflower Rd. are set to expire at the end of 2025, the 56 Highway agreement auto renewed on July 1 of this year. To streamline the process, staff is proposing we enter into new agreements to replace the current agreements for each roadway, so all are commencing and renewing on the same terms.

The agreements have been drafted to include litter removal services for:

1. Homestead Lane - from I35 to 191<sup>st</sup> Street, as well as 200<sup>th</sup> Street from Homestead Lane east to end of road.
2. Sunflower Road/E. Nelson Street - from I35 to E. 6<sup>th</sup> Street, just before the railroad tracks.
3. 56 Highway – 8<sup>th</sup> Street (Edgerton Road) to Sunflower Road.

The agreements are for services of both northbound and southbound of the roadways.

1. Homestead Lane: \$325 per side for a total of \$650 per month.
2. Sunflower Road/E. Nelson Street: \$325 per side for a total of \$650 per month.
3. 56 Highway: \$262 per side for a total of \$524 per month.

It is estimated to be \$7,800 per agreement for Homestead Lane and Sunflower Road/E. Nelson Street and \$6,288 for the 56 Highway agreement. Cleaning would occur 12 times a year in the designated area(s), weather permitting.

### **Term of the Agreement**

The draft agreements are for Adopt-A-Highway standard period of 2 years after the installation of the Sponsor's (i.e., the City's) recognition signage and would consist of litter removal services on both sides of the roadway for the specified areas.

The City of Edgerton may terminate the agreements for any reason with 90 days written notice as described in the attached agreements. Following the initial 2 Years sponsorship, the City will be contacted 90 days prior to the contract's expiration with a new contract to review and determine if a renewal is desired. Any increase in fees will be reflected in the new contracts at that time and will be brought forward for approval by Council.

### **Cost of Sponsorship**

The monthly payment terms of these agreements listed below include litter removal services on both sides of the roadway.

#### **56 Highway Payment Terms:**

- Monthly
- 24 Installments per location
- \$524 per month (\$262 per location)
- Beginning January 1, 2025

Total: \$6,288 per year; \$12,576 over the two-year agreement.

#### **Homestead Lane Payment Terms:**

- Monthly
- 24 Installments per location
- \$650 per month (\$325 per location)
- Beginning January 1, 2025

Total: \$7,800 per year; \$15,600 over the two-year agreement.

#### **Sunflower Road Payment Terms:**

- Monthly
- 24 Installments per location
- \$650 per month (\$325 per location)
- Beginning January 1, 2025

Total: \$7,800 per year; \$15,600 over the two-year agreement.

**Total Annual Cost:** \$21,888

**Total Budget Allocation in 2025:** \$21,600

**Total Unallocated for 2025:** \$288

The automatic rate increase on the 56 highway sections was not factored into the 2025 Budget. The automatic increase clause was discovered after the 2025 budget was prepared and presented to Council. The proposed funding source for the \$288 overage for 2025 is the General Fund – General Government - Professional Services. Staff will incorporate the increase for the 56 Highway sections into the 2026 Budget.

The Adopt-A-Highway Litter Removal Service of America is responsible for the cleaning of the sponsored areas throughout the term of the agreement.

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

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**Funding Source:** General Fund – General Government

**Budget Allocated:** \$21,600 – Adopt a Highway  
\$288 – Professional Services

**Finance Director Approval:**

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**Recommendation: Approve Renewal of the Northbound and Southbound Agreements with Adopt A Highway to Sponsor Homestead Ln. – I35 to 191<sup>st</sup> Street and 200<sup>th</sup> Street to End of Road; Sunflower Rd./E. Nelson Street from I35 to 6<sup>th</sup> Street; and Highway 56 – 8<sup>th</sup> Street (Edgerton Rd.) to Sunflower Rd. for Litter Removal Services for a total of \$21,888 in 2025 and \$21,888 in 2026**

**Enclosed:** Northbound and Southbound Adopt-A-Highway Sponsorship Agreements:

1. Highway 56 - Northbound & Southbound 8th St (Edgerton Rd) - Sunflower Rd. Johnson, KS
2. Homestead Lane – Northbound and Southbound From I-35 NB to 191 St Johnson, KS
3. Sunflower Rd / East Nelson – Northbound and Southbound From I-35 to 6th St Johnson, KS
4. Year to date Litter Report 2024

**Prepared by:** Alexandria Clower, City Clerk



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## ADOPT A HIGHWAY SPONSOR AGREEMENT

The "Sponsor" listed below agrees to pay the cost of litter removal on the section of highway identified herein, as allowed under a permit to be obtained pursuant to the Adopt A Highway program, offered and supervised by the Department of Transportation (DOT).

**Sponsor:** City of Edgerton, KS #01- #02  
**Legal Company Name:** City of Edgerton, KS  
**Name on Sign:** City of Edgerton, KS  
**Address:** 404 E Nelson St.  
Edgerton, KS 66021, KS 66021  
**Telephone:** (913) 893-6231 **Fax:** (913) 893-6232  
**Contact:** Donald Roberts

**Location:**

**#1 – Highway 56 Northbound 8th St (Edgerton Rd) - Sunflower Rd Johnson, KS**

**#2 - Highway 56 Southbound 8th St (Edgerton Rd) - Sunflower Rd Johnson, KS**

**Level of Service:** 12X

**#1. ADOPT-A-HIGHWAY Litter Removal Service of America, Inc. ("AAH- LRSA")  
Duties:**

#1a. AAH-LRSA will act as the Sponsors agent to obtain all permits and approvals required by the DOT.

#1b. For a period of 2 Years AAH-LRSA will provide trash and litter removal services in accordance with all DOT rules and regulations, subject to weather or circumstances beyond the control of AAH-LRSA. AAHLRSA, Inc. shall not be responsible for the sign itself (NO SIGN), including but not limited to placement and maintenance, as this is the responsibility of the Department of Transportation.

**#2. Sponsors Duty Under Agreement: Payment Terms**

#2a. Payment Terms: Payment Schedule: Monthly, Number of Installments: 24 payments per each location (2 locations), Payment Amount: \$524 per month (\$262 for each locations) to be paid upon receipt, beginning 1/1/2025.

#2b. N/A – Non Auto Renewing Contract



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Page 2: City of Edgerton, KS #01 - #02

#2c. N/A

#2d. If this Agreement is breached by Sponsor for failure to pay any installment when due, AAH-LRSA may at their discretion and without notice to Sponsor, terminate this agreement, stop AAH-LRSA performance under this agreement, and cause the Sponsor's Recognition panel to be removed from the highway. In the event of a breach, Sponsor shall pay the sum due prior to the date that AAH-LRSA suspends performance, and in addition, as liquidated damages for future damages to AAH-LRSA, a sum equal to one-third (1/3) of the remaining balance due under the term of the agreement.

#2e. A late fee of (4%) of each installment not paid within 30 days, shall be paid with the next regular installment.

#2f. As the Department of Transportation holds AAH-LRSA responsible for cleaning each adopted area throughout the term of the permit, whether or not the sponsor's recognition signage is in place, there will be no interruption in billing or service in the event that a sponsor's recognition panel is removed from the highway as a result of unforeseen events. If the sign is removed for more than sixty (60) days, the sponsor has the right to suspend the term of the contract with AAH-LRSA until the signage has been reinstalled at which time the contract period will resume.

#2g. Permits are issued by the Department of Transportation. It is the responsibility of the sponsor to maintain a current permit throughout the duration of the litter removal agreement. Cancellation or interference with the status of the permit by the sponsor will not excuse the sponsor's obligation to fulfill the contract with AAH-LRSA.

### **#3 Governing Laws and Attorney Fees**

#3a. This agreement shall be governed by the laws of the State in which the section of highway is located. If either party is found to be in default of this agreement, and judgment is issued against said party for its default, then said party in default agrees to pay reasonable attorney's fees and costs incurred by the non-defaulting party in enforcing this agreement.

#3b. In the event the DOT changes the required maintenance or the scope of work on the permit, AAH-LRSA reserves the right to terminate its obligation to provide the services required under this agreement, provided any funds collected from the sponsor in excess of those earned by AAH-LRSA shall be immediately refunded.



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Page 3: City of Edgerton, KS #01 - #02

#### **#4 Entire Agreement: Modifications**

#4a. This is the entire contract between the parties; any modifications must be in writing.

If the above is the agreement of the parties please sign below. The person signing this contract in their representative capacity represents that they have the authority of their company to do so.

\_\_\_\_\_  
Alejandro Macia  
Adopt-A-Highway Litter Removal Service of America, Inc.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Donald Roberts  
Mayor  
City of Edgerton, KS #01 - #02  
City of Edgerton, KS  
E-mail Address: mayor@edgertonks.org,

\_\_\_\_\_  
Date

For billing purposes please provide us with the following information:

All invoices will be sent via E-mail  
Accounts Payable Contact Information:

Sponsor Full Company Legal Name: City of Edgerton, KS

Contact: \_\_\_\_\_

E-mail address for electronic billing: \_\_\_\_\_

Phone # \_\_\_\_\_ Fax # \_\_\_\_\_ P.O. # \_\_\_\_\_





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## ADOPT A HIGHWAY SPONSOR AGREEMENT

The "Sponsor" listed below agrees to pay the cost of litter removal on the section of highway identified herein, as allowed under a permit to be obtained pursuant to the Adopt A Highway program, offered and supervised by the Department of Transportation (DOT).

**Sponsor:** City of Edgerton, KS #03- #04  
**Legal Company Name:** City of Edgerton, KS  
**Name on Sign:** City of Edgerton, KS  
**Address:** 404 E Nelson St.  
Edgerton, KS 66021, KS 66021  
**Telephone:** (913) 893-6231 **Fax:** (913) 893-6232  
**Contact:** Donald Roberts  
**Location:**  
#3 - Homestead Lane Northbound From I-35 NB to 191 St Johnson, KS  
#4 - Homestead Lane Southbound From 191 St to I-35 Johnson, KS

**Level of Service:** 12X

### **#1. ADOPT-A-HIGHWAY Litter Removal Service of America, Inc. ("AAH- LRSA") Duties:**

#1a. AAH-LRSA will act as the Sponsors agent to obtain all permits and approvals required by the DOT.

#1b. For a period of 2 Years AAH-LRSA will provide trash and litter removal services in accordance with all DOT rules and regulations, subject to weather or circumstances beyond the control of AAH-LRSA. AAHLRSA, Inc. shall not be responsible for the sign itself (NO SIGN), including but not limited to placement and maintenance, as this is the responsibility of the Department of Transportation.

### **#2. Sponsors Duty Under Agreement: Payment Terms**

#2a. Payment Terms: Payment Schedule: Monthly, Number of Installments: 24 payments per each location (2 locations), Payment Amount: \$650 per month (\$325 per location) to be paid upon receipt, beginning 1/1/2025.

#2b. N/A – Non Auto Renewing Contract



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Page 2: City of Edgerton, KS #03 - #04

#2c. N/A

#2d. If this Agreement is breached by Sponsor for failure to pay any installment when due, AAH-LRSA may at their discretion and without notice to Sponsor, terminate this agreement, stop AAH-LRSA performance under this agreement, and cause the Sponsor's Recognition panel to be removed from the highway. In the event of a breach, Sponsor shall pay the sum due prior to the date that AAH-LRSA suspends performance, and in addition, as liquidated damages for future damages to AAH-LRSA, a sum equal to one-third (1/3) of the remaining balance due under the term of the agreement.

#2e. A late fee of (4%) of each installment not paid within 30 days, shall be paid with the next regular installment.

#2f. As the Department of Transportation holds AAH-LRSA responsible for cleaning each adopted area throughout the term of the permit, whether or not the sponsor's recognition signage is in place, there will be no interruption in billing or service in the event that a sponsor's recognition panel is removed from the highway as a result of unforeseen events. If the sign is removed for more than sixty (60) days, the sponsor has the right to suspend the term of the contract with AAH-LRSA until the signage has been reinstalled at which time the contract period will resume.

#2g. Permits are issued by the Department of Transportation. It is the responsibility of the sponsor to maintain a current permit throughout the duration of the litter removal agreement. Cancellation or interference with the status of the permit by the sponsor will not excuse the sponsor's obligation to fulfill the contract with AAH-LRSA.

### **#3 Governing Laws and Attorney Fees**

#3a. This agreement shall be governed by the laws of the State in which the section of highway is located. If either party is found to be in default of this agreement, and judgment is issued against said party for its default, then said party in default agrees to pay reasonable attorney's fees and costs incurred by the non-defaulting party in enforcing this agreement.

#3b. In the event the DOT changes the required maintenance or the scope of work on the permit, AAH-LRSA reserves the right to terminate its obligation to provide the services required under this agreement, provided any funds collected from the sponsor in excess of those earned by AAH-LRSA shall be immediately refunded.



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Page 3: City of Edgerton, KS #03 - #04

#### **#4 Entire Agreement: Modifications**

#4a. This is the entire contract between the parties; any modifications must be in writing.

If the above is the agreement of the parties please sign below. The person signing this contract in their representative capacity represents that they have the authority of their company to do so.

\_\_\_\_\_  
Alejandro Macia  
Adopt-A-Highway Litter Removal Service of America, Inc.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Donald Roberts  
Mayor  
City of Edgerton, KS #03 - #04  
City of Edgerton, KS  
E-mail Address: mayor@edgertonks.org,

\_\_\_\_\_  
Date

For billing purposes please provide us with the following information:

All invoices will be sent via E-mail  
Accounts Payable Contact Information:

Sponsor Full Company Legal Name: City of Edgerton, KS

Contact: \_\_\_\_\_

E-mail address for electronic billing: \_\_\_\_\_

Phone # \_\_\_\_\_ Fax # \_\_\_\_\_ P.O. # \_\_\_\_\_



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## ADOPT A HIGHWAY SPONSOR AGREEMENT

The "Sponsor" listed below agrees to pay the cost of litter removal on the section of highway identified herein, as allowed under a permit to be obtained pursuant to the Adopt A Highway program, offered and supervised by the Department of Transportation (DOT).

**Sponsor:** City of Edgerton, KS #05- #06  
**Legal Company Name:** City of Edgerton, KS  
**Name on Sign:** City of Edgerton, KS  
**Address:** 404 E Nelson St.  
Edgerton, KS 66021, KS 66021  
**Telephone:** (913) 893-6231 **Fax:** (913) 893-6232  
**Contact:** Donald Roberts  
**Location:**

**#5 - Sunflower Rd / East Nelson Northbound From I-35 to 6th St Johnson, KS**

**#6 - Sunflower Rd / East Nelson Southbound From 6th St to I-35 Johnson, KS**

**Level of Service:** 12X

### **#1. ADOPT-A-HIGHWAY Litter Removal Service of America, Inc. ("AAH- LRSA") Duties:**

#1a. AAH-LRSA will act as the Sponsors agent to obtain all permits and approvals required by the DOT.

#1b. For a period of 2 Years AAH-LRSA will provide trash and litter removal services in accordance with all DOT rules and regulations, subject to weather or circumstances beyond the control of AAH-LRSA. AAHLRSA, Inc. shall not be responsible for the sign itself (NO SIGN), including but not limited to placement and maintenance, as this is the responsibility of the Department of Transportation.

### **#2. Sponsors Duty Under Agreement: Payment Terms**

#2a. Payment Terms: Payment Schedule: Monthly, Number of Installments: 24 payments per each location (2 locations), Payment Amount: \$650 per month (\$325 per location) to be paid upon receipt, beginning 1/1/2025.

#2b. N/A – Non Auto Renewing Contract



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Page 2: City of Edgerton, KS #05 - #06

#2c. N/A

#2d. If this Agreement is breached by Sponsor for failure to pay any installment when due, AAH-LRSA may at their discretion and without notice to Sponsor, terminate this agreement, stop AAH-LRSA performance under this agreement, and cause the Sponsor's Recognition panel to be removed from the highway. In the event of a breach, Sponsor shall pay the sum due prior to the date that AAH-LRSA suspends performance, and in addition, as liquidated damages for future damages to AAH-LRSA, a sum equal to one-third (1/3) of the remaining balance due under the term of the agreement.

#2e. A late fee of (4%) of each installment not paid within 30 days, shall be paid with the next regular installment.

#2f. As the Department of Transportation holds AAH-LRSA responsible for cleaning each adopted area throughout the term of the permit, whether or not the sponsor's recognition signage is in place, there will be no interruption in billing or service in the event that a sponsor's recognition panel is removed from the highway as a result of unforeseen events. If the sign is removed for more than sixty (60) days, the sponsor has the right to suspend the term of the contract with AAH-LRSA until the signage has been reinstalled at which time the contract period will resume.

#2g. Permits are issued by the Department of Transportation. It is the responsibility of the sponsor to maintain a current permit throughout the duration of the litter removal agreement. Cancellation or interference with the status of the permit by the sponsor will not excuse the sponsor's obligation to fulfill the contract with AAH-LRSA.

### **#3 Governing Laws and Attorney Fees**

#3a. This agreement shall be governed by the laws of the State in which the section of highway is located. If either party is found to be in default of this agreement, and judgment is issued against said party for its default, then said party in default agrees to pay reasonable attorney's fees and costs incurred by the non-defaulting party in enforcing this agreement.

#3b. In the event the DOT changes the required maintenance or the scope of work on the permit, AAH-LRSA reserves the right to terminate its obligation to provide the services required under this agreement, provided any funds collected from the sponsor in excess of those earned by AAH-LRSA shall be immediately refunded.



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Page 3: City of Edgerton, KS #05 - #06

#### **#4 Entire Agreement: Modifications**

#4a. This is the entire contract between the parties; any modifications must be in writing.

If the above is the agreement of the parties please sign below. The person signing this contract in their representative capacity represents that they have the authority of their company to do so.

\_\_\_\_\_  
Alejandro Macia  
Adopt-A-Highway Litter Removal Service of America, Inc.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Donald Roberts  
Mayor  
City of Edgerton, KS #05 - #06  
City of Edgerton, KS  
E-mail Address: mayor@edgertonks.org,

\_\_\_\_\_  
Date

For billing purposes please provide us with the following information:

All invoices will be sent via E-mail  
Accounts Payable Contact Information:

Sponsor Full Company Legal Name: City of Edgerton, KS

Contact: \_\_\_\_\_

E-mail address for electronic billing: \_\_\_\_\_

Phone # \_\_\_\_\_ Fax # \_\_\_\_\_ P.O. # \_\_\_\_\_

Sponsor	Route	Direction	Postmile	GPS	Town	PY	Jan
City of Edgerton #01	56	NB	8th St (Edgerton Rd) to Sunflower Rd	38.76765, -95.01954 to 38.76931, -95.00085	Johnson/KS	12	3
City of Edgerton #02	56	SB	Sunflower Rd 8th St (Edgerton Rd) to	38.76765, -95.01954 to 38.76931, -95.00085	Johnson/KS	12	2
City of Edgerton, KS #03	Homestead Lane	NB	NB from I 35 GPS 38.75947, -94.96413 NB to 191 Street GPS 38.78222, -94.963	NB to 38.76486, -95.00463	Johnson/KS	12	3
City of Edgerton, KS #04	Homestead Lane	SB	From 191 Street GPS 38.78222, -94.96387 to I-35 GPS 38.75947, -94.96413	Including service road From GPS 38.76486, -94.96398 to GPS 38.76469, -94.96238 SERVICE ROAD IS IN NB SEGMENT	Johnson/KS	12	5
City of Edgerton, KS #05	Road/ East Nelson	NB	I-35 GPS 38.7467, -95.00117 NB to 6th St GPS 38.76486, -95.00463	Sunflower Road/ East Nelson/NB Sunflower Road/ East Nelson/NB from I 35 GPS	Johnson/KS	12	2
City of Edgerton, KS #06	Road/ East Nelson	SB	from 6th St GPS 38.76486, -95.00463 to I-35 GPS 38.7467, -95.00117	Sunflower Road/ East Nelson/SB Sunflower Road/ East Nelson/SB from 6th Stre	Johnson/KS	12	3
				Total Bags			18
				Total weight Lbs			288
				Total weight Tons			0.144

W=weather

Feb.	March	April.	May.	Jun.	Jul.	Aug.	Sep.	Oct.	Nov.	Dec.	Total
2	W	2	1	2	2	2	3	2	3		
1	W	1	2	1	2	1	2	2	2		
6	W	2	3	2	1	4	2	3	3		
5	W	3	1	2	2	6	2	3	2		
1	W	2	1	1	1	1	2	3	3		
1	W	2	2	1	2	2	3	2	3		
16	W	12	10	9	10	16	14	15	16		136
252	0	192	158	144	161	238	210	227	224		2094
0.126	0	0.096	0.079	0.072	0.0805	0.119	0.105	0.1135	0.112		1.047







DATE: December 12, 2024

TO: Mayor and City Council Members

FROM: Beth Linn, City Administrator  
Kara Banks, Assistant to the City Administrator

SUBJECT: 2024 Compensation and Benefits Study

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## **BACKGROUND**

In 2018, Edgerton City Council directed staff to complete a Compensation and Benefits Study for all employees. At that time, staff was directed to schedule a total compensation and benefits study every three years. A study was not completed in 2021 due to the wild swings in the employment market from the COVID pandemic. In 2022, Council approved a cost-of-living adjustment (COLA) to keep up with rapid inflation. While this adjustment helped the City retain workers, this was not a total compensation and benefits study. In today's competitive employment market, it has become even more important to be deliberate in studying the compensation and benefits provided.

In 2018, staff researched comparable cities to use as a benchmark. The cities that the City Council selected as comparisons were Gardner, Olathe, Lenexa, Shawnee, and Overland Park. We used these same cities again to benchmark Edgerton compensation (pay ranges) and benefits offered (e.g. health insurance, paid time off, retirement benefits, etc.). For utility specific positions, we substituted Johnson County Wastewater for the cities that do not have utilities.

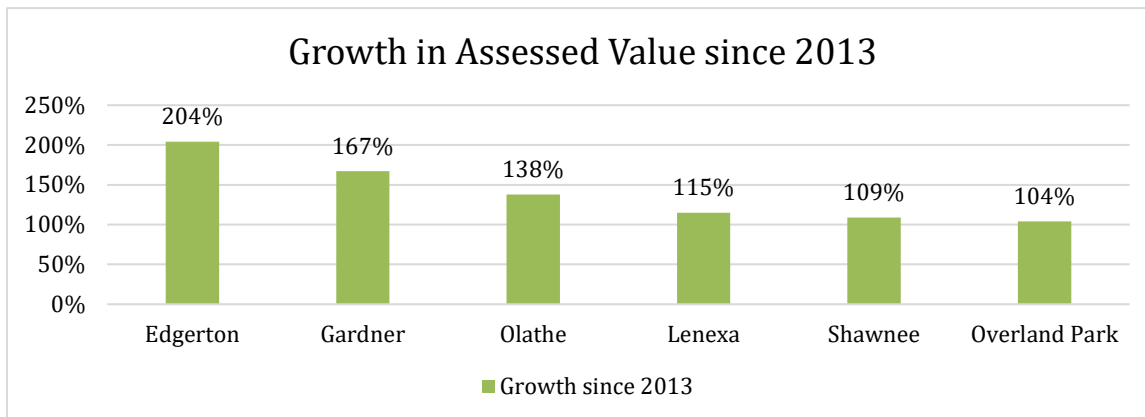
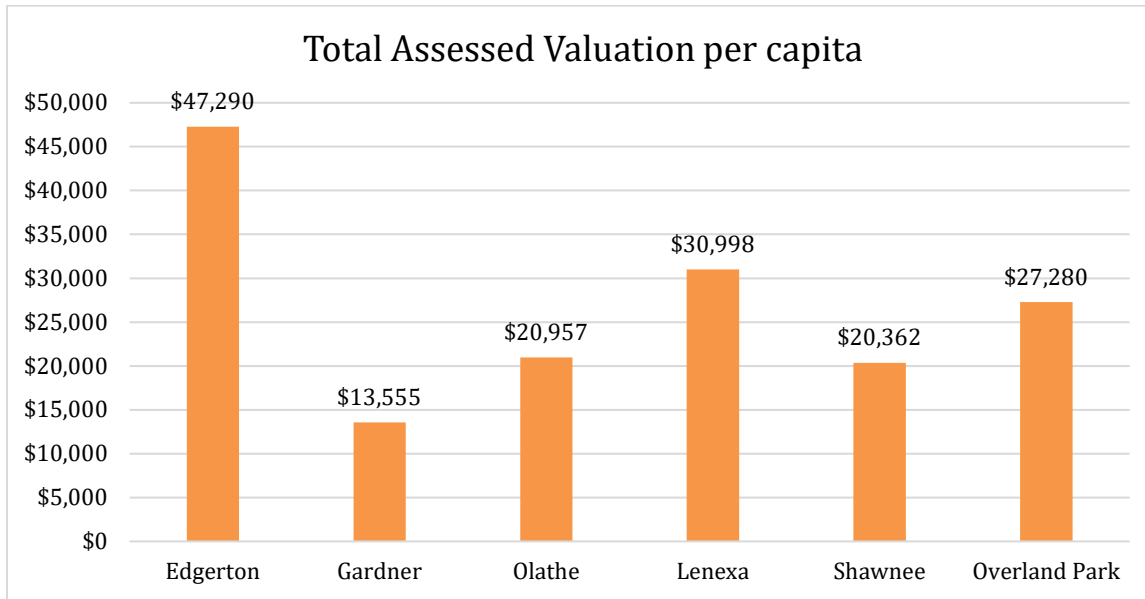
## **COMPARISON CITIES**

It is an industry best practice when completing a total compensation and benefits study to benchmark Edgerton against comparable cities. We again reviewed growth, workload, and quality of life from the five cities that we used in 2018.

**Growth** – Edgerton has grown significantly in the last six years, and we continue to see major potential growth through annexation. The metric used to illustrate the growth potential is the 2024 Total Assessed Valuation. Assessed valuation is provided by the Johnson County Records and Tax Administration department annually to each city to prepare their annual budget. Assessed valuation is calculated by applying the statutory percentage to the appraised value of real property. To best illustrate success in economic development and growth, this metric includes all assessed valuation including abated property within the communities.

Both charts illustrate Edgerton's tremendous success in economic development growth and building assessed valuation for the City, particularly in comparison to the other cities listed. The graphs show cities with similar capability to grow now and in the future as that growth and

significant economic development brings challenges and workload similar to what Edgerton experiences.

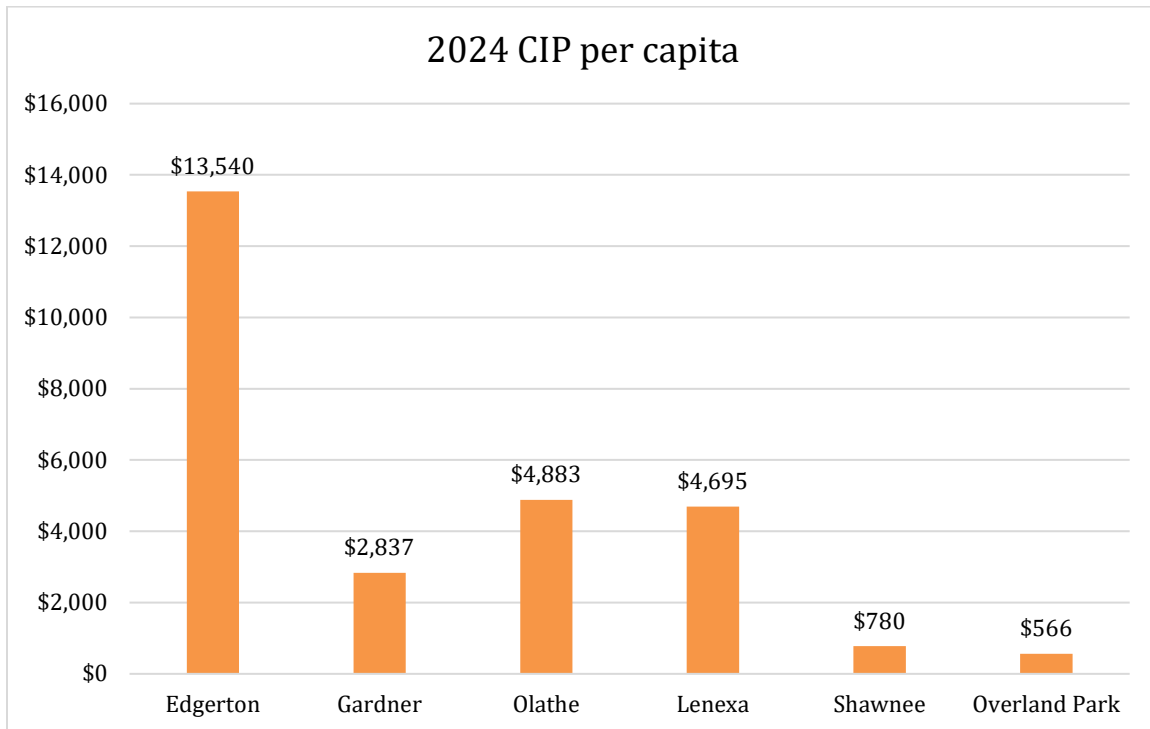


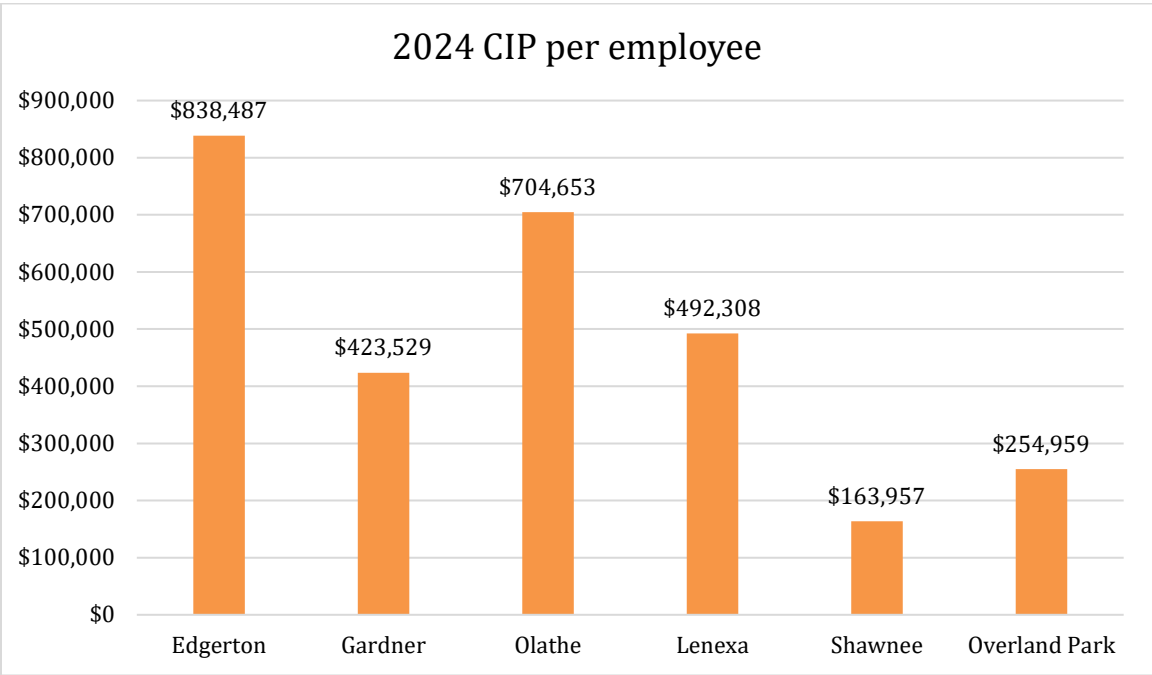
**Workload** – Similar to the unique characteristics of having small town charm in our residential area while being home to an international intermodal logistics hub, Edgerton staff experience the types and variety of work of both small and large communities. Edgerton is the case study that illustrates that public investment in infrastructure drives private investment in economic development. In addition, this work is accomplished with a size of staff more comparable to a smaller community.

The metric used to illustrate the workload is the average annual capital improvement budget. Capital improvement budgets include large infrastructure and quality of life projects often managed (and in some cases completed) by staff. We used the 2024 CIP Budget as a comparison.

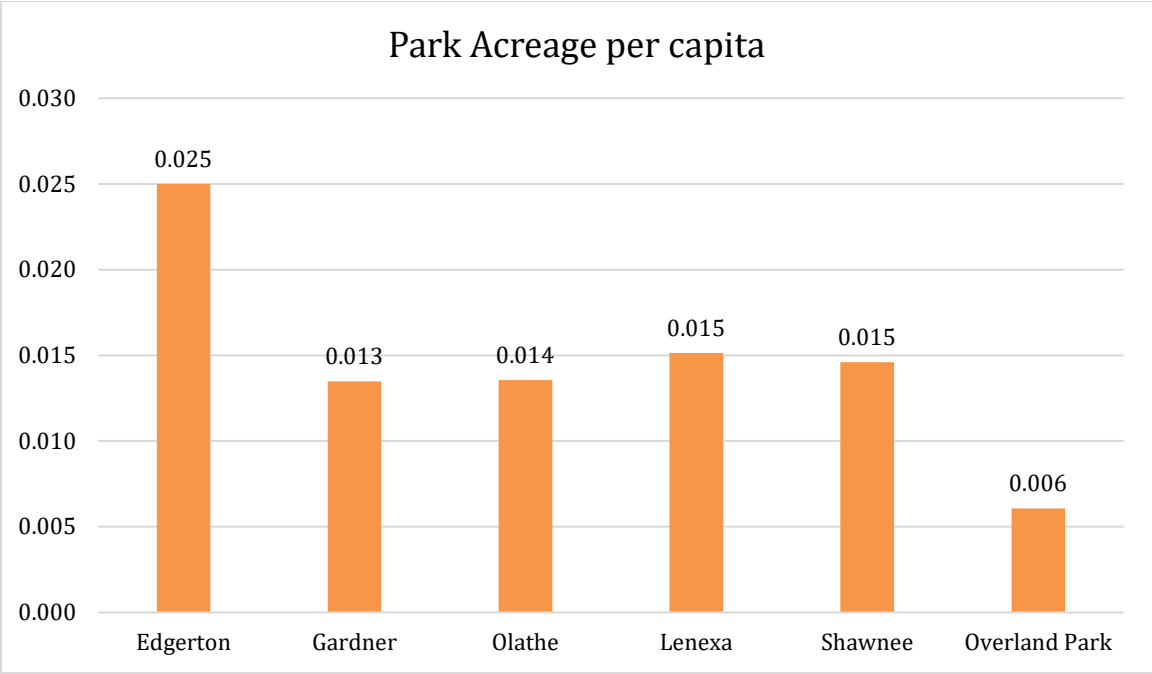
Edgerton has accomplished an aggressive CIP focused on infrastructure and quality of life projects focused on serving our residents and driving economic development, including The Greenspace, the 207<sup>th</sup> Street Grade Separation, the Glendell Acres Park Renovation, the Envision Edgerton Comprehensive Plan update, new financial software with online customer portal, and more.

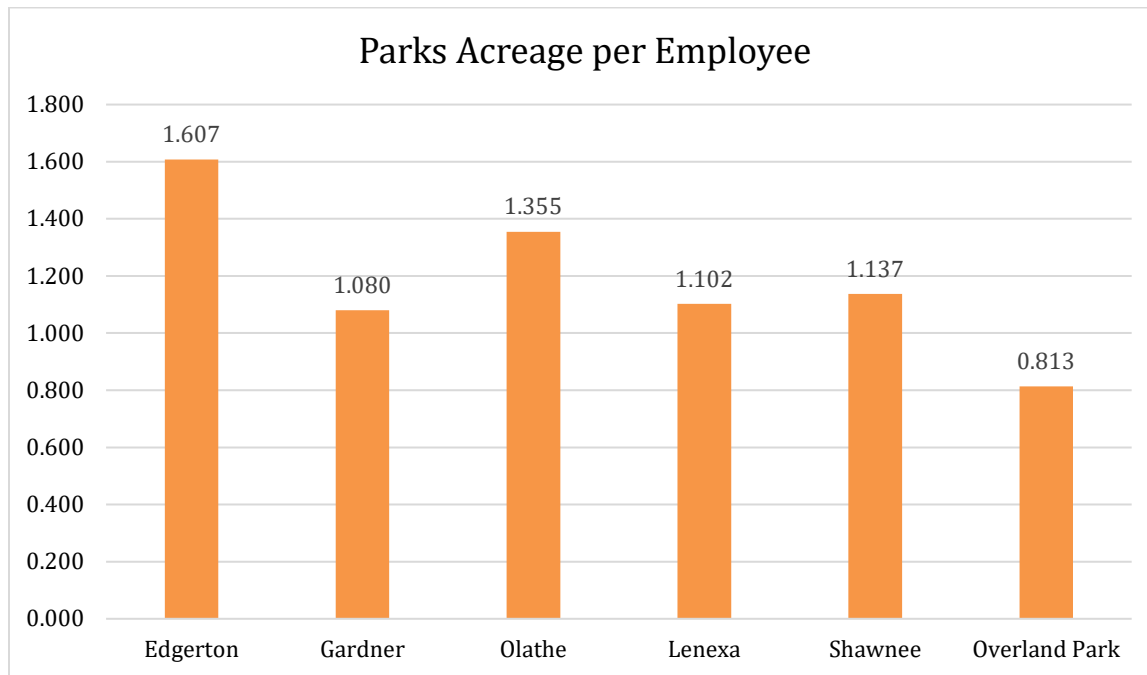
This metric illustrates Edgerton’s aggressive CIP in comparison with cities much larger than Edgerton. Managing this type of program affects nearly every employee within the Edgerton organization.





**Quality of Life** – Edgerton, through the use of its citizen survey, Parks Master Plan, Annual Budget and other initiatives illustrates its commitment to continuing to better the quality of life for Edgerton residents. To identify cities that have shown a commitment to quality of life through their actions and plans, the metric used is park acreage. While park acreage is not a direct measurement of a citizen’s quality of life, it is a measurement that provides insight into a community’s vision and financial commitment to the health and well-being of its citizens.





**NOTE:** Since 2018, the City of Edgerton added an additional 26.5 acres of land for the 207<sup>th</sup> Street Grade Separation that is now maintained by Staff but is not included in the chart above.

### **BENEFITS COMPARISON**

Staff compared Edgerton's employee benefit options (time off, health/dental/vision insurance, deferred compensation, and tuition reimbursement) to the comparison cities. **These benefits are in range with the other municipalities in Johnson County. Staff is not recommending any changes to our benefits package at this time.** Please see the below charts to see comparisons:

#### **Time Off –**

City	Paid Holidays	Personal Days	Vacation Leave Year 1	Vacation Leave Year 5	Vacation Leave Yr 10	Vacation Leave Yr 20	Sick Leave
Edgerton	10	3 days/yr	11 days/year	12.5 days/year	15 days/year	20 days/year	9 days/year
Gardner	11	1 day/yr	13 days/year	15 days/year	17 days/year	25 days/year	12 days/year
Olathe	11.5	1 day/yr	10 days/year	15 days/year	18 days/year	20 days/year	12 days/year
Lenexa	10	2 days/yr	11 days/year	15 days/year	20 days/year	20 days/year	12 days/year
Shawnee	11	1 day/yr	10 days/year	15 days/year	18 days/year	25 days/year	12 days/year
Overland Park	8	3 days/yr	10 days/ year	15 days/year	15 days/year	25 days/year	12 days/year

Market comparison shows that while the City of Edgerton offers fewer sick leave hours than the comparison cities, Edgerton provides more personal days per year than all but one community. This flexibility allows employees to more easily use their leave benefit, instead of limiting it to

care for themselves or a qualified family member. **No adjustments are recommended at this time.**

#### Insurance Benefits –

City	Health Insurance	Dental	Vision	Life/Other
<b>Edgerton</b>	City pays 100% for EO, 77% for FAM HSA: EO \$4100/yr	City covers nearly 100% for EO, and up to 69% for dependents	City covers almost 100% of EO plans (employees pay \$1) and up to 69% for dependents	Basic Life
<b>Gardner</b>	Individual Coverage Health Reimbursement Arrangement, no individual health plans. City contributes through a Health Reimbursement Account (HRA). Contributions range from \$538/mo up to \$3,001/mo. Employees 65+ enroll in Medicare. HSA: EO \$1,600/yr; FAM \$3,200/yr	Employee pays \$12.84/mo for EO plans, \$31.97/mo for FAM	City covers almost 100% of EO plans	Basic Life and AD&D Insurance
<b>Olathe</b>	City covers 78% of costs for EO, 74% of costs for FAM HSA: EO \$800/yr, FAM \$1600/yr	City covers 65% of EO plans and up to 68% for dependents	City covers 100%	Group term life/AD&D
<b>Lenexa</b>	City covers 88% of costs for EO and FAM HSA: EO \$1,500/yr, FAM \$2000/yr	City covers 73% of EO plans and up to 81% for dependents	City covers 100% of vision, employees have optional upgrade	Short and long term disability is paid by the City
<b>Shawnee</b>	City covers 95% of costs for EO and 85% for FAM	City covers 95% of EO plans and up to 50% for dependents	City offers voluntary vision plan	Group Life Insurance, STD
<b>Overland Park</b>	City covers 92% of costs for EO and 85% for FAM HSA: EO \$750/yr, FAM \$1500/yr	City covers 81% of EO plans and up to 38% for dependents	City covers 81% for EO; up to 38% for dependents	Life and AD&D Insurance, Long-Term Care Insurance

The City of Edgerton offers competitive health insurance benefits with comparison cities. We also offer an excellent HSA match that provides maximum flexibility for employees. **No changes are recommended at this time.**

### Deferred Compensation –

City	Deferred Compensation
Edgerton	401(a) - City offers match up to \$40 per paycheck
Gardner	457-Employee contributes 1% of their gross salary, City contributes 1%
Olathe	457 - City matches up to 3% per paycheck
Lenexa	401(a) - City contributes 4% with up to an additional 2% match based on 457(b) participation
Shawnee	401(a) - City offers match up to 4% based on 457(b) participation
Overland Park	Supplemental defined benefit - City contribution of 4% or 10%

The City of Edgerton is a member of KPERS, the Kansas Public Employee Retirement System. Each employee contributes 6% of their gross pay and the City is required to match that contribution annually. The City also offers competitive options for supplemental deferred benefits that are on par with the comparison cities. **No changes are recommended at this time.**

### Tuition Reimbursement –

City	Tuition Reimbursement
Edgerton	Up to \$1,500 per year
Gardner	
Olathe	Up to \$2,500 per year
Lenexa	\$3,500 annual/\$25,000 total reimbursement
Shawnee	Maximum amounts determined by employment status
Overland Park	Discounts available to employees and families at 11 colleges and universities

The City of Edgerton offers tuition reimbursement to qualified employees. **No changes are recommended at this time.**

### **COMPENSATION**

With 2018 Compensation and Benefits Study, City Council established several parameters staff used in completing the 2024 Study.

- **Comparison Cities:** Based on growth, workload and quality of life, City Council established the comparison cities as Gardner, Olathe, Lenexa, Shawnee, and Overland Park. Staff used these same cities again in 2024 to benchmark against. However, for utility specific positions, we substituted Johnson County Wastewater for the cities that do not have utilities.
- **Spread of pay ranges:** The 2018 Study set the width of the ranges at 50%. The recommended ranges have the same 50% width.
- **Positions within ranges:** The 2018 placed positions within salary ranges based on clustering positions together that have similar levels of expertise, training, responsibility or supervision. Same approach was used for 2024.



In addition to these parameters from 2018, in consultation with the City's HR consultant, staff recommends two changes in parameters for the recommended salary structure.

- **Number of pay ranges:** The City's HR Consultant recommended increasing the number of pay ranges to allow for more career progression for current employees. This concept is illustrated in the draft ranges below showing how an employee in a Maintenance Technician position could continue to grow with the City of Edgerton as they gain knowledge, skills performed, responsibility level, etc. Not only does this help Edgerton retain good employees, but it also allows for greater pay equity, improved employee satisfaction, better talent attraction, and more precise compensation decisions.
- **Setting of ranges:** With the 2018 Study, the City Council established the minimum salary ranges very near the Average Minimum for Peer Communities. Staff compared job descriptions and position titles to determine comparable positions in the other cities. Then we examined the salary ranges for each position. To assist with the recruitment and retention of high-quality employees, Staff recommends setting the minimum of the new Edgerton salary ranges an average of 5% above the Average Minimum for Peer Communities. Below is a table summarizing this analysis.

Range	Job Title	Peer Community Average Min	Proposed Min	Peer Community Average Max	Proposed Max
A	Crossing Guard	\$33,696	\$37,440		\$56,160
B	Customer Svc Rep I	\$39,540	\$40,435	\$48,600	\$60,653
C	Customer Svc Rep II Maint Tech I – PW/PK/F	\$40,660	\$43,670	\$49,932	\$65,505
D	Asst City Clerk Maint Tech I - UT	\$45,074	\$47,164	\$54,964	\$70,745
E	Code Enforcement/Animal Control Maint Tech II - PW/PK/F	\$45,292	\$49,522	\$60,903	\$74,283
F	Accounting Tech Maint Tech II - UT	\$48,644	\$51,998	\$66,744	\$77,997
G	Infrastructure Inspector Maint Tech III – PW/PK/F	\$50,405	\$54,598	\$68,238	\$81,897
H	Maint Tech III - UT Planning and Zoning Coordinator	\$52,941	\$57,328	\$69,470	\$85,992
I	Accountant Building Inspector City Clerk Foreman	\$58,478	\$60,194	\$81,991	\$90,291
J	Marketing/Communications Mgr	\$61,281	\$63,204	\$89,395	\$94,806
K	(for future use)				

L	CIP Project Manager Senior Accountant	\$71,005	\$72,337	\$93,693	\$108,505
M	Public Works Superintendent Recreation Superintendent Utilities Superintendent	\$77,186	\$78,847	\$113,839	\$118,271
N	Assistant to the City Administrator	\$71,888	\$85,943	\$96,807	\$128,915
O	(for future use)				
P	(for future use)				
Q	(for future use)				
R	Development Services Dir Finance Dir Parks and Recreation Dir Public Works Dir	\$139,936	\$121,316	\$189,936	\$181,947

## **RECOMMENDATIONS**

- **Approval of new salary ranges:** Based on research with comparison cities and recommendations from the City's HR Consultant, Staff recommends the City Council approve the salary ranges as defined in the attached draft Ordinance No. 2175.
- **Annual Maintenance of salary ranges:** Staff recommends City Council move the ranges annually based on the Employment Cost Index as reported by the U.S. Department of Labor.
- **Frequency of Compensation and Benefits Study:** In 2018, City Council provided direction to schedule the completion of a total compensation and benefits study every three years. Staff recommends the City maintain that schedule.
- **Adjustments for current employees:** The new salary structure is designed to alleviate compression. However, if only the employees that are below the minimum are elevated to the minimum of the range, the existing compression within the organization will be exaggerated. Staff recommends City Council allocate funds from Unencumbered Fund Balance in each fund to allow the City Administrator to address discrepancies in pay equity across positions and departments and avoid underpaying employees for similar work. The recommended allocations by fund are listed below. There is sufficient funds in unencumbered fund balance (over the reserve requirement) in all three funds for these expenditures.
  - General Fund: \$208,000
  - Water Fund: \$12,000
  - Sewer Fund: \$30,000



# EDGERTON

global routes. local roots.

404 East Nelson  
Edgerton, KS 66021  
P: 913.893.6231  
EDGERTONKS.ORG

DATE: December 12, 2024

TO: Mayor and City Council Members

FROM: Beth Linn, City Administrator  
Kara Banks, Assistant to the City Administrator

SUBJECT: Senior Property Tax Rebate Program Update

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### **Background:**

During the 2024 Budget Work Session in July 2023, the Edgerton City Council gave consensus to establish a senior property tax rebate program. Council allocated \$65,000 for the initial program year. Applications were available to the public beginning April 1, 2024.

### **December Update:**

Applications for 2024 closed on September 30. A total of \$44,635 was returned to Edgerton residents aged 65+. The majority of the funding was released in June once mortgage companies paid the second installment of property tax bills to the County.

### **Resident Feedback:**

Staff received many positive responses to this program. Residents also expressed gratitude to the Governing Body for offering the rebate. Many people wanted to know if it was coming back in 2025.

### **Next Year:**

As part of the 2025 Annual Budget, City Council approved the program for another year. Applications for the 2025 Senior Property Tax Rebate will be available starting January 20, 2025. Owner-occupants aged 65+ will qualify for up to \$766.35 in 2025. Property taxes will need to be paid in full before any rebates are issued.

DATE: December 12, 2024

TO: Mayor and City Council Members

FROM: Beth Linn, City Administrator  
Kara Banks, Assistant to the City Administrator

SUBJECT: HOME Improvements Grant Update

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### **Background:**

In Spring 2024, the Edgerton City Council approved the Helping Owners Make Exterior (H.O.M.E) Improvements Grant. Council allocated \$25,000 for the initial program year. Applications were available to the public beginning May 1.

### **Current Status:**

All funding has been allocated for 2024 with 15 projects City-wide. The average grant awarded was \$1,305. A total of 13 projects have been completed. These projects included whole home painting, a new front porch, new front doors, new windows, seamless gutters, driveway improvement and more.

There are still 3 open projects. The homeowners have requested extensions until March 31, 2025.

### **Moving Forward:**

During the year, several projects were presented to staff that did not meet the current requirements for front facade improvements. Staff would like direction from Council to determine if these types of projects should receive funding in the future:

- Fencing that is visible from the street
- Foundation repair

### **Next Year:**

During the 2025 Annual Budget process, City Council approved the continuation of this program. Applications will open to the public on January 1. Residents must submit a completed application before work begins to be awarded funding. The application consists of a full bid or quote for work to be done and/or a detailed cost breakdown of the project, "before" photos and a W-9.

Photos of several of the projects will be shown during the Council meeting to highlight the improvements residents have undertaken using this grant.



## ORDINANCE NO. 2175

### **AN ORDINANCE PROVIDING FOR THE RANGE OF SALARIES AND COMPENSATION OF VARIOUS CITY OFFICERS AND EMPLOYEES OF THE CITY OF EDGERTON, KANSAS, EFFECTIVE UPON PUBLICATION AND REPEALING ALL ORDINANCES IN CONFLICT THEREWITH**

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

**SECTION ONE:** In accordance with the provisions of the Personnel Rules and Regulations of the City of Edgerton, Kansas, and Section 1-319 of Article 3 of Chapter I of the Code of the City of Edgerton, Kansas, the following appointed officers and employees of the City of Edgerton, Kansas shall have the following annual pay ranges:

Range	Job Title	Minimum	Maximum
A	School Crossing Guard	\$37,440	\$56,160
B	Customer Service Representative I	\$40,435	\$60,653
C	Customer Service Representative II Maintenance Technician I – PW/PK/F	\$43,670	\$65,505
D	Assistant City Clerk Maintenance Technician I – UT	\$47,164	\$70,745
E	Code Enforcement Officer/Animal Control Ofc Maintenance Technician II – PW/PK/F	\$49,522	\$74,283
F	Accounting Technician Maintenance Technician II – UT	\$51,998	\$77,997
G	Infrastructure Inspector Maintenance Technician III – PW/PK/F	\$54,598	\$81,897
H	Maintenance Technician III – UT Planning and Zoning Coordinator	\$57,328	\$85,992
I	Accountant Building Inspector City Clerk Foreman	\$60,194	\$90,291
J	Marketing/Communications Manager	\$63,204	\$94,806
K	(for future use)		
L	CIP Project Manager Senior Accountant	\$72,337	\$108,505
M	Public Works Superintendent Recreation Superintendent Utility Superintendent	\$78,847	\$118,271
N	Assistant to the City Administrator	\$85,943	\$128,915
O	(for future use)		
P	(for future use)		
Q	(for future use)		
R	Development Services Director Finance Director Parks and Recreation Director Public Works Director	\$121,316	\$181,947

**SECTION TWO:** The following officers and employees of the City of Edgerton, Kansas shall receive compensation as hereinafter provided:

<b>Position</b>	<b>Compensation</b>
City Attorney	\$200 per hour. Duties include: attendance at City Council meetings, preparation of ordinary ordinances, advise, conference and phone calls.
Municipal Judge	\$500 per docket attended
Prosecuting Attorney	\$200 per hour
Court Appointed Attorney	\$150 per hour for in-court time and out-of-court preparation time

**SECTION THREE:** The City Administrator shall set the individual employee's salary and compensation which shall fall within the salary and compensation ranges established by this Ordinance.

**SECTION FOUR:** All other ordinances in conflict are hereby repealed upon the adoption of this Ordinance.

**SECTION FIVE:** This Ordinance shall take effect and be in full force immediately after its adoption by the Governing Body.

ADOPTED BY THE GOVERNING BODY AND APPROVED BY THE MAYOR OF EDGERTON, KANSAS ON THE 12<sup>th</sup> DAY OF DECEMBER, 2024.

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DONALD ROBERTS, Mayor

ATTEST:

---

ALEXANDRIA CLOWER, City Clerk

APPROVED AS TO FORM:

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TODD LUCKMAN for  
Stumbo Hanson, LLP, City Attorneys

Date: December 12, 2024

To: Mayor and City Council

From: Levi Meyer, Parks and Recreation Director

Re: The Greenspace Rentals & Rental Regulations

### **Background/Description**

In preparation for the opening of The Greenspace, staff researched information regarding facility rental rates, hours, and protocols from facilities comparable to The Greenspace in our area. Information was collected from the following communities.

- Eudora, Gardner, JCPRD, Lawrence, Lenexa, Merriam, Mission, Olathe, Overland Park.

Staff were able to compile the data collected to develop the following recommendations for rental regulations at The Greenspace.

### **Rentable Hours and Days**

In June 2024, City Council provided direction setting the hours of operation for The Greenspace. Those hours are shown below in green. Based on research from comparison communities and an anticipated desire from the community to have rental availability outside of normal operating hours, Staff's recommendation for rentable hours are shown in brown.

### **Greenspace Hours**

	MONDAY		TUESDAY		WEDNESDAY		THURSDAY		FRIDAY		SATURDAY		SUNDAY	
Public Hours	Open	Close	Open	Close	Open	Close	Open	Close	Open	Close	Open	Close	Open	Close
	6:30 AM	8:00 PM	6:30 AM	8:00 PM	6:30 AM	8:00 PM	6:30 AM	8:00 PM	6:30 AM	8:00 PM	8:00 AM	4:00 PM	11:00 AM	5:00 PM
Rentable Hours	Start	End	Start	End	Start	End	Start	End	Start	End	Start	End	Start	End
	6:30 AM	8:00 PM	6:30 AM	8:00 PM	6:30 AM	8:00 PM	6:30 AM	8:00 PM	6:30 AM	11:00 PM	8:00 AM	11:00 PM	11:00 AM	8:00 PM

- **Rentals would be available 7 days a week**
  - Monday-Thursday rentals only available during business hours
  - Friday-Sunday rentable hours are extended for an additional hourly cost
    - *After-hour rentals will be required to hire security*
  - Rentals will not be offered on City-observed holidays
- **Rentals would be available to rent hourly**
  - Minimum of 2 hours
  - Includes set-up and tear down



### **Spaces Available for Rent**

The Greenspace includes three (3) spaces available to rent as shown in the chart below. Also included is a "full facility" option. The kitchen is not recommended as a stand-alone rental option; instead, as an add-on to Community Room, Gym or Full Facility (see One-Time Fees).

### **Greenspace Rooms and Rates**

Space	Capacity	Price Per Hour		Refundable Deposit	Additional Costs After-Hours Rate
		Resident*	Non-Resident		
Conference Room	8	\$ 20.00	\$ 25.00	NA	+\$40/hr
Community Room	60	\$ 35.00	\$ 45.00	\$ 150.00	
Full Gym	240	\$ 100.00	\$ 150.00	\$ 300.00	
Full Facility*	300	\$ 150.00	\$ 225.00	\$ 500.00	

- Recommended rates are based on facilities with similar capacities
  - *The capacities listed are based on the number of seated guests in a room*
- Residents receive a discount on the hourly rate ranging from \$5-\$75
  - *Edgerton businesses also qualify for the resident rate*
- Security deposits are refundable barring any damage to the facility
  - *No deposit is required for the Conference Room*
- The additional after-hour rate is intended to cover additional staffing costs. After-hour rental also require renter to contract private security for time outside normal business hours.

### **Additional Fees**

In addition to hourly rental rates, staff recommends one-time fees for a-la-carte or specialized items with a rental (i.e. use of A/V equipment or serving alcohol).

### **One-Time Fees**

Space	Outdoor Stage	Setup of Tables & Chairs	Kitchen Use	Alcohol Permit
Conference Room	NA	included	NA	+\$50 fee & additional \$150 refundable deposit
Community Room	+\$100	included	+\$75	
Full Gym	NA	+\$100	+\$75	
Full Facility*	+\$100	+\$100	included	

- Outdoor stage is only available with Community Room and Full Facility rentals
  - *The outdoor area will remain open for public use*
- The use and setup of tables/chairs is included with Community Room rental
  - *Additional fee applies for use and set up of table/chairs for Gym rental*
- The Kitchen is available only as an add-on to a Community Room or Gym rental
- Alcohol requires an additional fee and additional deposit

### **Penalties**

Balancing reasonable deposit amounts with preservation of The Greenspace building is critical for rental agreements. Deposit amounts are recommended based on comparisons cities and potential risk of damage based on type of rental. Staff also recommends additional penalties for late departures or more intensive cleaning following a rental.

- Penalties are not all-inclusive and will be taken out of the refundable deposit
  - *Renter will be charged for damages or penalties exceeding their deposit*
- Late fee applies to rentals who do not vacate once their rental time ends.
  - *Fee = Original hourly rate for every half-hour late*
- Cleaning fee covers additional cleaning needed to return space to original condition
  - *Fee = \$150 per hour*

### **Reservation Information**

Staffing The Greenspace properly requires rental reservations to provide sufficient time to schedule those resources.

- **Recommended Reservation Window**
  - Reservations should be made at least 14 days prior to rental
    - *Rentals will be considered within 14 days with Staff approval*
  - Reservations may be made up to one year in advance
- **Payment Due Dates**
  - Full amount of rental and deposit will be due at booking to hold place
  - Payment plans will be offered if the reservation cost is over \$1,000
    - *50% due at booking and remaining due 30 days prior to the event*
- **Cancellation and Refunds**
  - 91+ days before rental = **100%** *(minus processing fees)*
  - 61-90 days before rental = **75%** *(minus processing fees)*
  - 31-60 days before rental = **50%** *(minus processing fees)*
  - 16-30 days before rental = **25%** *(minus processing fees)*
  - 7-15 days before rental = **amount credited to account**
  - 0-6 days before rental = **no refund**

**Additional Recommendations/Considerations**

- City's activities, events, and functions take priority over rentals
- Events (both Public/for-profit and non-profit) events would be required to submit a special event permit (including application and fee). Approval for events required Governing Body.
- Minimum age to rent will be 21 years old
- Members will have access to the Fitness Room and other unused spaces (i.e. Gym) for rentals during business hours.