

**EDGERTON CITY COUNCIL  
MEETING AGENDA  
CITY HALL, 404 EAST NELSON STREET  
December 14, 2023  
7:00 P.M.**

**Call to Order**

**1. Roll Call**

\_\_\_\_ Roberts \_\_\_\_ Longanecker \_\_\_\_ Lewis \_\_\_\_ Beem \_\_\_\_ Lebakken \_\_\_\_ Malloy

**2. Welcome**

**3. Pledge of Allegiance**

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

4. Approve Minutes from November 9, 2023 Regular City Council Meeting
5. Approve Large Animal Permit for Galaz Trust, 1300 W Braun St.
6. Approve Large Animal Permit for Mike Mabrey, 1200 W Braun St.
7. Approve Large Animal Permit for Marvin Vail, 1405 W 8<sup>th</sup> St.
8. Approve the Renewal of the Cereal Malt Beverage License Applications for 2024
9. Approve Resolution No. 12-14-23A Declaring the Boundaries of the City of Edgerton, Johnson County, Kansas
10. Approve Letter of Understanding with Johnson County Human Services for 2024 Utility Assistance
11. 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
12. Approve Final Acceptance 2023 Street Preservation for Asphalt Overlay
13. Approve Final Acceptance JB Hunt Sewer Extension
14. Appointment of Tina Mathos to the City of Edgerton Planning Commission for a term ending in September 2026
15. Appointment of Jeremy Little to the City of Edgerton Planning Commission for a term ending in September 2026
16. Approve Agreement with Helping Hands Cleaning Ministry to Provide Janitorial Services For The Edgerton City Hall And Auxiliary Office Spaces

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

**Regular Agenda**

17. **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.
18. **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.

**19. Official Results of 2023 General Election.**

Edgerton Council At-Large :

Deb Lebakken	127 Total Votes
Clay Longanecker	125 Total Votes
Ron Conus	95 Total Votes
Joshua Beem	87 Total Votes
Write-In	86 Total Votes

**20. Installation of Councilmembers.** The City Clerk will administer the Oath of Office to the newly elected Governing Body.

**21. Election of President of City Council.** The Governing Body will elect a new President of Council to serve as Mayor Pro-Tem in the event the Mayor is unable to preside over meetings.

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

**22. Recognition of Josh Beem, former City Council Member**

*RECESS FOR RECEPTION TO RECONGIZE JOSH BEEM FOR SERVICE  
AND DEDICATION TO THE CITY OF EDGERTON*

**23. Introduction of New Hire:** Ann Myles, Customer Service Rep II

**Business Requiring Action**

**24. CONSIDER PRIVATE WATER SERVICE LINE CONNECTION**

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

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

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

**26. CONSIDER ORDINANCE NO. \_\_\_\_\_ AUTHORIZING THE CITY OF EDGERTON,  
KANSAS, TO ISSUE HOME RULE REVENUE BONDS (LOGISTICS PARK**

**INFRASTRUCTURE PHASE TWO PROJECTS) SERIES 2024A, IN AN AGGREGATE MAXIMUM PRINCIPAL AMOUNT NOT TO EXCEED \$4,000,000, FOR THE PURPOSE OF PROVIDING FUNDS TO PAY OR REIMBURSE THE COSTS OF PUBLIC INFRASTRUCTURE IMPROVEMENTS; AND APPROVING CERTAIN DOCUMENTS AND ACTIONS IN CONNECTION WITH THE ISSUANCE OF THE BONDS.**

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

**27. CONSIDER CONTRACT FOR SERVICES AND SCOPE OF WORK WITH ETC INSTITUTE FOR THE 2024 CITIZEN SURVEY**

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

**28. CONSIDER A CONTRACT WITH ELEVATEEDGERTON! FOR ECONOMIC DEVELOPMENT SERVICES FOR 2024**

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

**29. CONSIDER AGREEMENT WITH JOHNSON COUNTY SHERIFFS OFFICE FOR LAW ENFORCEMENT SERVICES FOR 2024**

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

**30. CONSIDER AGREEMENTS WITH ADOPT A HIGHWAY TO SPONSOR HOMESTEAD LANE (NORTHBOUND AND SOUTHBOUND) I35 TO 191<sup>ST</sup> STREET AND 200<sup>TH</sup> STREET TO END OF ROAD FOR LITTER REMOVAL SERVICES**

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

**31. CONSIDER AGREEMENTS WITH ADOPT A HIGHWAY TO SPONSOR SUNFLOWER ROAD/E NELSON STREET (NORTHBOUND AND SOUTHBOUND) – I35 TO E 6<sup>TH</sup> STREET FOR LITTER REMOVAL SERVICES**

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

**32. CONSIDER AGREEMENT WITH TERRACON CONSULTANTS, INC. FOR ARCHAEOLOGICAL SURVEY FOR DWYER SANITARY SEWER EXTENSION PROJECT**

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

**33. CONSIDER ORDINANCE NO. 2152 AMENDING ARTICLE 3 – AGRICULTURAL AND RESIDENCE DISTRICTS - OF THE UNIFIED DEVELOPMENT CODE OF THE CITY OF EDGERTON, KANSAS AND REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT THEREWITH**

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

34. **CONSIDER ORDINANCE NO. 2153 AMENDING ARTICLE 4 – COMMERCIAL ZONING DISTRICTS - OF THE UNIFIED DEVELOPMENT CODE OF THE CITY OF EDGERTON, KANSAS AND REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT THEREWITH**

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

35. **CONSIDER ORDINANCE NO. 2154 AMENDING ARTICLE 5 – INDUSTRIAL ZONING DISTRICTS - OF THE UNIFIED DEVELOPMENT CODE OF THE CITY OF EDGERTON, KANSAS AND REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT THEREWITH**

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

36. **CONSIDER ORDINANCE NO. 2155 AMENDING ARTICLE 7 – CONDITIONAL USES - OF THE UNIFIED DEVELOPMENT CODE OF THE CITY OF EDGERTON, KANSAS AND REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT THEREWITH**

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

37. **CONSIDER ORDINANCE NO. 2156 AMENDING ARTICLE 12 – SIGN REGULATIONS - OF THE UNIFIED DEVELOPMENT CODE OF THE CITY OF EDGERTON, KANSAS AND REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT THEREWITH**

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

38. **CONSIDER SUBMITTAL OF APPLICATION TO KANSAS WATER OFFICE (KWO) FOR TECHNICAL ASSISTANCE AND WATER PROJECTS GRANTS THROUGH THE STATE WATER PLAN FUND (SWPF) FOR FY2024**

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

39. **CONSIDER SUBMITTAL OF APPLICATION TO KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT (KDHE) WASTE TIRE GRANT PROGRAM FOR THE GLENDELL ACRES PROJECT RECYCLED PLAYGROUND SURFACING**

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

40. **CONSIDER SUBMITTAL OF APPLICATION TO KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT (KDHE) FOR TECHNICAL ASSISTANCE RELATED TO LEAD AND COPPER RULE REVISION (LCRR) WATER SYSTEM SERVICE LINE INVENTORY FOR FY2024**

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

41. **CONSIDER CONTRACTS AND ADDENDUM WITH BRIGHTSPEED TO PROVIDE INTERNET SERVICE TO SELECT CITY OF EDGERTON FACILITIES**

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

**42. Report by the City Administrator**

- CIP Project Update – The Greenspace
- Legal Publications Research Results

**43. Report by the Mayor**

**44. Future Meeting Reminders:**

- January 9: Planning Commission – 7:00PM
- January 11: City Council Meeting – 7:00PM
- January 25: City Council Meeting – 7:00PM
- February 8: City Council Meeting – 7:00PM
- February 13: Planning Commission – 7:00PM
- February 22: City Council Meeting – 7:00PM

**45. CONSIDER RECESSING INTO EXECUTIVE SESSION PURSUANT TO THE EXCEPTION FOR PRELIMINARY DISCUSSIONS REALTED TO THE ACQUISITION OF REAL PROPERTY TO INCLUDE CITY ATTORNEY AND CITY ADMINISTRATOR (K.S.A. 75-4319(B)(6))**

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

## EVENTS

12/15: Kids Night Out  
12/18: TSwift Friendship Bracelets  
12/20: Senior Lunch  
1/9: Tales for Tots-Aliens  
1/19: Frozen Escape Room  
1/24: Silver Screen Cinema: Pancakes and Romance Movie  
2/3: Puzzle Palooza  
2/9: Sweetheart Boogie  
2/13: Tales for Tots-Unicorns

**City of Edgerton, Kansas**  
**Minutes of City Council Regular Session**  
**November 9, 2023**

A Regular Session of the City Council (the Council) was held in the Edgerton City Hall, 404 E. Nelson, Edgerton, Kansas November 9, 2023. The meeting convened at 7:00PM with Mayor Roberts presiding.

**1. ROLL CALL**

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

With a quorum present, the meeting commenced.

Staff in attendance:

- City Administrator, Beth Linn
- City Attorney, Lee Hendricks
- City Clerk, Alex Clower
- Assistant City Administrator, Meagan Borth
- Finance Director, Karen Kindle
- Accountant, Justin Vermillion
- Public Works Director, Dan Merkh
- Public Works Superintendent, Trey Whitaker
- CIP Project Manager, Holly Robertson
- Marketing & Communications Manager, Kara Banks

**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 19, 2023 Special City Council Meeting
5. Approve Minutes from October 26, 2023 Regular City Council Meeting
6. Approve Year-End Longevity Bonus for Employees
7. Approve Ordinance No. 2149 Providing for the Range of Salaries and Compensation of Various City Officers and Employees
8. Approve Agreement With Digital Erth Consulting LLC For Sludge Removal Services
9. Approve Large Animal Permit for Darius Crist, 510 W Braun Street

Mayor Roberts requested item 7 be removed for further discussion.

Councilmember Longanecker moved to approve the remaining items on the Consent Agenda. Councilmember Lewis seconded the motion. The consent agenda was approved, 5-0.

Ms. Linn stated staff requested to remove this item to change the payment related to court appointed attorney. She stated in visiting with Ms. Clower who is currently serving as court clerk while there is a vacancy, it was noted that there is a struggle to find court appointed attorneys for cases, in particular because of the distance. She stated staff is suggesting the payment be raised from \$75 to \$150 per hour for in and out of court preparation time. Staff feels this is adequate to surrounding areas and could help the chances to retain attorneys as the City's municipal court is required to provide.

Councilmember Longanecker moved to approve item 7 on the Consent Agenda. Councilmember Beem seconded the motion. The consent agenda was approved, 5-0.

### **Regular Agenda**

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

### **11. Public Comments.**

Charlie Troutner addressed the Council. He recapped the 10<sup>th</sup> anniversary celebration of the museum in October. He stated there are still t-shirts for sale at The Village Shop KC and the proceeds will go to the operation of the museum.

He stated he would also like to present the two council members who have served in the military with a gift for their service. He thanked Councilmember Lebakken and Councilmember Lewis for their commitment to serve.

Mayor Roberts thanked Mr. Troutner for all his service and time he puts in to run the museum.

### **Business Requiring Action**

### **12. CONSIDER 2024 FUNDING RECOMMENDATIONS FOR THE HUMAN SERVICE FUND**

Ms. Linn stated during budget, a representative from Johnson County United Community Services, Human Service Fund, came to provide their recommendations for 2024 Budget Funding. She stated tonight they are here to present on 2023 information.

Ms. Kristi Bosman addressed the Council. She stated the Human Service Fund is a non-profit, planning partner with the county and United Way that uses data driven research and analysis to help eliminate human service needs within the county by using targeted resource allocation. She stated 14 other cities and the county contribute to the fund to provide vital services around the community. She stated there are three main categories: well-being, personal safety and work supports. Contributions from each city and the county are made related to their populations. In 2022, just over 221,000 units of service supported roughly 61,000 individuals in the county. She thanked the City Council for their continued support to the organization and stated Edgerton did approve an increased allocation for 2024. She stated this may seem like a small amount, but it makes a huge difference in the fund for the community.

Councilmember Longanecker asked if this was the fund that provides support to only Edgerton residents.

She confirmed that this fund is a pool and provides services to residents within Johnson County, not specifically Edgerton residents. It was stated Johnson County Utility Assistance is the funding agency who provides support specifically for Edgerton residents with the Edgerton fund balance being contributed to and utilized.

With no further questions or comments, Mayor Roberts requested motion to approve the funding agreement with the United Community Services for the Human Service Fund in the amount of \$3,000.00

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

**13. CONSIDER ORDINANCE NO. 2150 AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION BONDS, SERIES 2023A, OF THE CITY OF EDGERTON, KANSAS**

Ms. Karen Kindle addressed the Council. She stated in September, the City Council approved a resolution to authorize the city to offer bonds for sale to fund construction of The Greenspace. She stated in accordance with Kansas statutes, a competitive sale will be held in November by the City's Financial advisor, Columbia Capital. She stated this ordinance authorizes the issuance of the bonds, and notes that the terms of the bonds will be outlined in the bond resolution, which will be considered on the agenda after this ordinance.

She introduced Mr. Khalen Dwyer to give an update on the competitive sale held today.

Mr. Dwyer stated it was a very successful bid with 5 total bids received. He stated since 2012, the city has publicly issued 12 bids and only received 1 bidder on those. He stated this year, the City purchased bond insurance, which he believes helped in receiving some good bids back. He stated the winning bid had an interest rate of 4.5%, while the highest bid was listed at almost 5%. He stated not only did bond insurance pay for itself in this aspect but it is a profitable endeavor with a great result.

Mayor Roberts stated this turned out better than expected.

Mr. Dwyer stated 4.5% is a win, Edgerton priced better at maturity analysis than some surrounding areas that were also bidding out.

Councilmember Longanecker asked if insurance on previous bids would have made a difference.

Mr. Dwyer stated bond insurance is a serious upfront cost, but with few bids received in the past, it was decided to purchase the insurance. He stated it worked out well in the City's favor to take that step.



Mayor Roberts stated the city has received extremely low interest previously.

Mr. Dwyer stated that's correct, even with receiving only on bid it was a good one last year. He stated Edgerton is a strong competitor.

With no further questions or comments Mayor Roberts requested motion to approve Ordinance No. 2150.

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

**14. CONSIDER RESOLUTION NO. 11-09-23A PRESCRIBING THE FORM AND DETAILS OF AND AUTHORIZING AND DIRECTING THE SALE AND DELIVERY OF GENERAL OBLIGATION BONDS, SERIES 2023A, OF THE CITY OF EDGERTON, KANSAS, PREVIOUSLY AUTHORIZED BY ORDINANCE NO. 2150**

Ms. Kindle stated this resolution contains all the information regarding the bond including the amount of the bonds, interest rate, maturity date, final issuance step, etc. She stated bonds would close on November 28<sup>th</sup>, if approved.

With no questions or comments, Mayor Roberts requested motion to approve Resolution No. 11-09-23A.

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

**15. CONSIDER ADOPTION OF THE 2024-2028 CIP**

Ms. Kindle stated the City Council has reviewed the projects and funding recommendations during the CIP Work Session. Council provided direction to fund one new project as recommended by staff. She stated the attachments included show the projects that have been funded in the past and now includes the new project as requested.

She stated adoption of the CIP will establish funding, budget and time frame for the projects listed on the funded projects schedule. As projects move through the stages of the project life cycle, staff will bring contracts, funding/cost changes, time changes, etc. for approval.

With no questions or comments, Mayor Roberts requested motion to approve the 2024-2028 CIP as listed.

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

**16. CONSIDER CONTRACT FOR SAFETY OVERSIGHT WITH RAILPROS FOR THE 2<sup>ND</sup> STREET RECONSTRUCTION PROJECT**

Ms. Holly Robertson addressed the Council. She stated in June the City Council approved the design contract for the 2<sup>nd</sup> Street Reconstruction Project. Renaissance Infrastructure Consulting as the contractor then contacted RailPros for safety oversight and flagging services to perform the topographic survey of the BNSF Track along the project area. She stated defining the property lines and a survey for the project is crucial for an accurate design of 2<sup>nd</sup> Street.

She stated in July, RIC obtained a railroad permit to access BNSF property and the information for safety oversight was forwarded on to City Staff to be billed directly to the City. She stated staff then contacted RailPros for a quote to provide roadway worker in charge safety oversight services for the project. RIC anticipates utilizing the RWIC for less than 3 working days without overtime for an estimated maximum not to exceed \$3,645. She stated the costs can be found within the council packet.

With no questions or comments, Mayor Roberts requested motion to approve the agreement pending completion of all review needed.

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

**17. CONSIDER BUDGET ADJUSTMENT FOR EDGERTON LAKE AND DAM EXPLORATION PROJECT**

Ms. Robertson stated City Council approved the Edgerton Lake and Dam Exploration Project as part of the 2022-2026 CIP. The funding was identified to come from the Park Impact fee with a project budget of \$75,000. She stated this budget was developed based on an understanding that most engineering firms would be able to provide similar level of service, however following interviews for selection and design, staff recognized a desire for a more specialized service for this unique project.

She stated Affinis is recommended as the best, most qualified firm from the RFQ as they provide services that are more specialized than the original project scope. She stated they also have existing knowledge of this market/specialty. Affinis submitted a draft scope and fee of \$105,425, which exceeds the project budget of \$75,000 as approved in the CIP by \$30,425. She stated staff is requesting council consider increasing the project budget to include the full scope, as well as a contingency amount of just over \$9 Thousand. She stated the proposed project budget would be \$115,000.

She stated staff has identified additional funding in the special park and recreation fund that could be transferred to the Edgerton Lake and Dam Exploration Project. This fund comes from the liquor by the drink tax that is required by state statute to be spent on parks. She stated the fund currently has just over \$54,000 available, which would be sufficient to cover the additional \$40,000 of funds needed.

Councilmember Beem asked if this will be work done on the main dam.

Mr. Merkh stated the project will consist of the low bridge crossing, lake plan, dam and the surrounding park.

Councilmember Lewis asked what this contractor will be doing different.

Ms. Robertson stated they have a specialized engineer that has worked on dam and water projects.

Ms. Linn stated when this project was originally brought forward, staff looked at companies that did park projects. However, this project will consist of surveying of the bottom of the lake, inspections of lake, dam, spillway, etc. She stated not many cities have a similar entity that the City could use as a basis for this project scope. She stated the other piece is that at some point a survey was done to show where the railroad ends and city begins, that survey piece could be worth knowing how to better utilize this area in the future. She stated Affinis has a lot of experience particularly with lakes and dams.

Mayor Roberts stated he is comfortable with increasing the scope while knowing this will likely uncover some additional projects to add to future CIPs.

Councilmember Lebakken asked how often this will need to be done, if it is needed again.

Ms. Robertson stated this exploration project would be planning into how we utilize the park in the future.

Ms. Linn stated this is really the first step to a master plan piece and will help identify some CIP Projects.

Ms. Shaunacee Wilkinson from the audience asked how the money goes back into the park fund.

Ms. Linn stated this fund is driven by dollars spent at the local establishment with the additional tax put on liquor by the drink. She stated this fund is really used to spend on one-time items because you don't want to attach the fund to things that will continuously change. She stated with this fund, the only way for it to grow is for folks to visit the establishment and drink more, so it does take time for the fund to grow.

Mayor Roberts stated the fund has been growing for many years and it was built up for an occasion such as this.

With no further questions or comments, Mayor Roberts requested motion to approve the budget adjustment of an additional \$40,000 from the Special Park & Recreation Fund for the Edgerton Lake & Dam Exploration Project for a total budget of \$115,000.

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

**18. CONSIDER AGREEMENT WITH AFFINIS CORPORATION FOR EDGERTON LAKE AND DAM EXPLORATION PROJECT**

Ms. Robertson stated this next item is to approve the agreement with Affinis Corporation for the Edgerton Lake and Dam Exploration Project.

She stated this project includes park planning, hydraulic engineering, and landscape architecture services related to the planning and development of Edgerton Lake & Dam. The project will incorporate a thorough exploration of all amenities of Edgerton Lake aligning with the latest citizen survey and existing Master Plans, Studies, inspection reports, etc. She stated the design team will engage the public, provide design recommendations, cost estimates, suggested maintenance operations, and other items identified during the exploration. She stated staff anticipates beginning the project immediately with final report expected by mid-2024.

Councilmember Longanecker asked if they not only do study but the work too.

A representative from Affinis stated they are the engineer and surveying team, but will recommend construction companies and if needed, oversee construction when it comes time.

Councilmember Longanecker asked if they know the right people to do this type of work.

She stated yes, they do several lakes in the area. The dam engineer on staff is excellent and works on a lot of levee systems. He is very excited about this project.

With no further questions or comments, Mayor Roberts requested motion to approve the agreement with Affinis for in the amount of \$105,425 pending completion of all review needed.

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

**19. CONSIDER CONTRACT FOR BUILDERS RISK/PROPERTY INSURANCE WITH CONTINENTAL CASUALTY COMPANY THROUGH REILLY INSURANCE COMPANY FOR THE GREENSPACE PROJECT**

Mr. Merkh stated construction for The Greenspace Project began in August 2023. In accordance with the contracts executed, the City as the owner is required to provide property/builders risk insurance. He stated this insurance coverage includes the materials brought to the site for construction and installation as well as the structure itself during construction. He stated the city's insurance representative has reviewed multiple insurance quotes and presented their final quote from Continental Casualty Company. He stated the coverage is summarized in the council

packet and will begin once the contract is executed. It will then terminate in April 2025. He stated the project budget includes sufficient funds to cover this coverage.

Councilmember Lebakken asked if this insurance would cover an act of God that takes out part of the block.

Mr. Merkh stated this coverage is really for the materials on site and if vandalism, theft, etc. were to occur. It's a builder's risk insurance since there is no building yet to insure.

With no further questions or comments, Mayor Roberts requested motion to approve the contract with Continental Casualty Company through Reilly Insurance for The Greenspace Project for 18 months for a cost of \$8,591 pending completion of all needed review.

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

Mayor Roberts stated Councilmember Longanecker had an item he would like to discuss.

Councilmember Longanecker stated there's been problems with the newspaper, reporting and behind the scenes issues. He would like to direct staff to investigate other options for legal publications.

Mayor Roberts stated there are statutes that cover what qualifies as a paper of record, but he would like to direct staff to investigate options to see what those limitations are.

All Councilmembers agreed with this approach and stated it never hurts to see what other options are out there and if costs are in alignment.

## **20. Report by the City Administrator**

- Fleet Purchase Update

Mr. Merkh gave an update regarding the purchase of a new truck for the building inspector. He stated the City was able to come in under budget for this purchase and upfit of the vehicle. He stated this time, the new way for purchasing worked out well.

- Utilities Department Quarterly Update

He then gave an update regarding utilities and handed out the quarterly update prepared.

## **21. Report by the Mayor**

Mayor Roberts reviewed the City's procedures for post-election. He stated the City Clerk must still receive the official results. He stated typically, the first meeting in December is the swearing in of Councilmembers elected.

He addressed Councilmember Beem, stating that he appreciates his time and service to the community.

## **22. Future Meeting Reminders**

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

## **23. Adjourn**

Councilmember Lebakken moved to adjourn, seconded by Councilmember Lewis. All in favor. The meeting was adjourned at 8:18PM.

Submitted by Alexandria Clower, City Clerk

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

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

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

1300 West Braun St.

Calves belong to:

Don Chapman

34056 W. 287th

Paola, Kansas 66071

913-481-9979

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

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

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

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

Sergio Galaz  
Signature of Applicant

11/09/2023

Date

11566 S Burch Circle  
Olathe, Ks 66061

913-219-7741

Address of Applicant

Phone Number

**OFFICE USE ONLY**

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

**PERMIT VALID FOR ONE YEAR FROM DATE OF APPROVAL.**

vs. 11.21.13

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

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

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

12-15-21 BG 1125.19' E SW CR SE 1/4 E 198.69' N 986.43'  
W 198.76' S 986.38' TO POB 4.5 ACS M/4 EDG-129 1B

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

Number of animals: 4 Description of animal(s) (one per acre): Cow, Horse, goat, pig

Number of fowls: 20 Description of fowl(s) (five per acre): Chickens, Turkey, Ducks

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

[Signature]  
Signature of Applicant

11-15-23  
Date

1200 W Brawn Edgerton KS 66021  
Address of Applicant

913-207-3571  
Phone Number

**OFFICE USE ONLY**

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

**PERMIT VALID FOR ONE YEAR FROM DATE OF APPROVAL.**



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

Marvin Yail the owner, keeper, lessee, occupant or person in charge of the following described property in the City of Edgerton, Kansas, containing 5.35 acres.

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


1405 W. 8<sup>th</sup> Street  
Edgerton, KS 66021

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

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

Number of fowls: \_\_\_\_\_ Description of fowl(s) (five per acre): \_\_\_\_\_

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

  
Signature of Applicant

11/11/23  
Date

1405 W. 8<sup>th</sup> St  
Address of Applicant

816.985.9677  
Phone Number

**OFFICE USE ONLY**

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

**PERMIT VALID FOR ONE YEAR FROM DATE OF APPROVAL.**

## City Council Action Item

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**Council Meeting Date:** December 14, 2023

**Department:** Administration

### Agenda Item: Consider Renewal of Cereal Malt Beverage License Applications for 2024

**Background/Description of Item:**

Application for the following businesses have met the necessary requirements for issuance of cereal malt beverage license and recommended for approval by staff. License fees are established in 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.

License	Name	Address
#1	Jay Kay Inc.	101 East Morgan
#2	My Store III, Inc.	35201 W 200 <sup>th</sup> St.

**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 Licenses for Jay Kay Inc. at 101 East Morgan and My Store III at 35201 W 200<sup>th</sup> Street for 2023**

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

## City Council Action Item

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**Council Meeting Date:** December 14, 2023

**Department:** Administration

### **Agenda Item: Consider Approval of a Resolution No. 12-14-23A Declaring the Boundaries of the City of Edgerton, Johnson County, Kansas**

**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 this year to change those boundaries established in 2022.

Exhibit A, as prepared by the City Engineer and presented at the December 15, 2022 Council Meeting, 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. 12-14-23A Declaring the Boundaries of the City of Edgerton, Johnson County, Kansas.**

**Enclosed:** Resolution No. 12-14-23A  
Exhibit A - Boundary Description of the Corporate Limits of the City of Edgerton, Johnson County, Kansas

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

**RESOLUTION NO. 12-14-23A**

**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, 2023 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 14<sup>th</sup> DAY OF DECEMBER 2023.

ATTEST:

**CITY OF EDGERTON, KANSAS**

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

By: \_\_\_\_\_  
Donald Roberts, Mayor

APPROVED AS TO FORM:

\_\_\_\_\_  
Lee Hendricks, City Attorney

**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

**Council Meeting Date:** December 14, 2023

**Department:** Administration

### **Agenda Item: Consider Letter of Understanding with Johnson County Human Services for 2024 Utility Assistance**

**Background/Description of Item:**

Each year the City includes an amount in the budget for the Utility Assistance Program administered by Johnson County Human Services (JCHS). Funds sent to JCHS are put in an account for Edgerton residents who meet the utility assistance program eligibility criteria. Only Edgerton residents receive assistance from the funds the City sends to JCHS. As of end of Third Quarter 2023, there is roughly \$1,015 of Edgerton funds remaining.

Previously, the City contributed the budgeted funds when the County requested them based on actual usage. This year, JCHS has asked the City to make the one time contribution of the budgeted amount on or before January 1 of the program year. If the funds are not used in their entirety for the program year, the funds will automatically be rolled over to the next program year, or upon request, returned to the City. Staff will continue to work with the utility assistance program to verify the dollars in the Edgerton fund balance and the need for Edgerton contributions as we work through budget processes each year.

The 2024 Adopted Budget includes a maximum contribution of \$2,000 with use of \$200 per household for utility assistance.

City contributions for the last five years are listed below.

Johnson County Utility Assistance				
Year	Budgeted Contribution	Actual Contribution	Utilized Funds	
2019	\$ 3,000.00	\$ 1,500.00	\$	1,060.00
2020	\$ 2,000.00	\$ 2,000.00	\$	744.00
2021	\$ 2,000.00	\$ -	\$	534.00
2022	\$ 2,000.00	\$ -	\$	527.00
2023	\$ 1,500.00	\$ -	As of end Q3	\$517.00

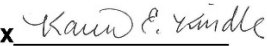
A list of the utility assistance program eligibility criteria is attached.

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

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**Funding Source:** General Fund – Administration – Community Assistance Programs

**Budget Allocated:** \$2,000

x 

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

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**Recommendation: Approve the 2024 Letter of Understanding with Johnson County Human Services for Utility Assistance and a Maximum Contribution of \$2,000 with Use of \$200 per Household.**

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

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

**JOHNSON COUNTY**  
KANSAS  
**Aging & Human Services**

November 30th, 2023

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

From: Joanne Haworth  
Johnson County Aging & Human Services

Re: 2024 Letter of Understanding  
Johnson County Utility Assistance Program

Dear City of Edgerton

On behalf of Johnson County Aging & Human Services, I thank City of Edgerton for its continued participation in the Utility Assistance Program. In 2023, City of Edgerton pledged \$1500 to the program.

Challenging times have continued since the pandemic, which include financial difficulties for many individuals and families. This past year we experienced record high requests for utility and rent assistance. Some of the top reasons that residents identify for financial difficulties include increased cost of living that is above earnings and medical issues causing loss of wages in the home. In addition to the high volume of requests for assistance, the utility bills presented from those we serve showed high balances that required a higher use of funding to prevent disconnections than previous years. As we near the end of this year, the high volume of assistance has resulted in low to zero balances for some of the utility and rent assistance funds.

The balance, as of the end of 2023 Quarter 3, for City of Edgerton funds was \$1014.80. Based on the usage of the City of Edgerton funds this year it is projected that we will continue to experience an increase in requests for utility assistance going forward.

Enclosed please find two copies of the 2024 "Letter of Understanding for the Utility Assistance Program". Both copies have been signed by Tim Wholf, Director of Aging & Human Services. Please indicate your 2024 contribution on the first page, sign, and return one copy as soon as possible to Betty Boone, Johnson County Aging & Human Services, 11811 S. Sunset Drive, Suite 1300, Olathe, KS 66061. The second copy is for your records.

Feel free to reach out to me should you have any questions or if you need additional information. I look forward to working with City of Edgerton. The Outreach team values your partnership and support of the emergency assistance program for the residents of Johnson County.

Sincerely,

Joanne Haworth  
Joanne Haworth (Dec 1, 2023 10:49 CST)

Joanne Haworth  
Outreach Services Manager  
913-715-8923  
Joanne.haworth@jocogov.org



**Letter of Understanding**  
**JOHNSON COUNTY UTILITY ASSISTANCE PROGRAM**  
**2024 Program Year**

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

The parties do mutually agree as follows:

**ELIGIBILITY**

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

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

**BENEFITS & SERVICES PROVIDED**

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

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

**CONSIDERATION**

In consideration of the above provisions, the City will contribute \$\_\_\_\_\_ for the services listed in this Letter of Understanding for calendar year of 2024. The City will make a one-time contribution on or about January 1 of the program year. At the end of the program year, any City contributed unobligated funds will automatically be rolled over to the next program year or, upon request, returned to the City.

**SPECIAL PROVISIONS**

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


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

Executed in duplicate and on the date listed below:

**City of Edgerton**

**Johnson County Aging & Human Services**

\_\_\_\_\_  
Name

  
\_\_\_\_\_  
Timothy Wholf, Director

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Date **11/30/2023**

**Letter of Understanding**  
**JOHNSON COUNTY UTILITY ASSISTANCE PROGRAM**  
**2024 Program Year**

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

The parties do mutually agree as follows:

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

**BENEFITS & SERVICES PROVIDED**

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

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

In consideration of the above provisions, the City will contribute \$ \_\_\_\_\_ for the services listed in this Letter of Understanding for calendar year of 2024. The City will make a one-time contribution on or about January 1 of the program year. At the end of the program year, any City contributed unobligated funds will automatically be rolled over to the next program year or, upon request, returned to the City.

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


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

Executed in duplicate and on the date listed below:

**City of Edgerton**

**Johnson County Aging & Human Services**

\_\_\_\_\_  
Name

  
Timothy W Wholf (Nov 30, 2023 16:55 CST)  
\_\_\_\_\_  
Timothy Wholf, Director

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Date **11/30/2023**  
\_\_\_\_\_

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

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

### **ELIGIBILITY**

#### **Income**

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

#### **Utility Account**

Account status	The utility account must be past due, have a disconnect notice, or be disconnected from service. The utility bill must be paid down to last remaining amount which equals funding available
Early payment	Payment of a bill before it is past due (no more than 14 business days ahead) is allowed <i>if the client is in jeopardy of being removed from a payment plan. Intake worker will make record of this in a case note.</i>
Account billing information	The utility account must be in the name of an adult resident of the household (age 18 or older). The utility billing name must match the name of the person applying for the assistance. If another adult in the household attends the UA meeting on behalf of the person on the bill, the residence of the person attending must be confirmed. <i>Utility accounts in children's names or in the names of persons other than adults residing in the household are not eligible for assistance.</i>
Account transfer	Outstanding utility bills transferred from another residence are not eligible for assistance.
Self-payment	One full payment must be made on a utility account, once service has been established, before utility assistance can be applied. LIEAP (Low Income Energy Assistance Program) payments can qualify as a self-payment. This exception should be noted in a case note

### Residency

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

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

### Frequency

Each household is eligible to receive Johnson County Utility Assistance funds as per household funding is available, without limitations regarding frequency.

## APPLICANT RESPONSIBILITIES & DOCUMENTATION REQUIRED

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

## FUNDING

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

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

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

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

## NOTE ON FUNDING AVAILABILITY

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

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

## **APPLICATION PROCESS SUMMARY**

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

The purpose of the utility assistance (UA) program is to prevent disconnection of services, as well as assist in the reconnection for those who have been disconnected. Utility services that are eligible for assistance include: electric, gas, water, wastewater, and propane.

**Eligibility**

- Client must be a resident of Johnson County.
  - Spring Hill residents who reside in Miami County may be eligible for Spring Hill UA funds ONLY.
- Client's household income must be at or below 200% of the current published Federal Poverty Guidelines provided by the United States Department of Health & Human Services.
  - Income earned by highschool students who are 18 and above is not included.
- Client must reside in the residence for which the utility bill is presented AND must be listed as the primary or secondary account holder.
- The utility bill must be past due or set up on a payment arrangement due within 14 days.
  - The bill must NOT be in collection status (except Johnson County Wastewater)
  - Transfer Balances are not accepted.

**\*\* Multi-Service Centers (MSC) will not assist with two consecutive bills for the same utility company. MSC's will not assist with the first payment on a utility account. MSC's will not assist with a utility account deposit.**

**Required Documentation**

The client is responsible for providing all required documentation prior to or at the time of the appointment. Providing documents can be done in person or via email.

- **Photo ID**
  - Photo ID's are required for EVERY adult (18+) in the household
- **Proof of social security (SS) number**
  - Required for all adults in the household
  - SS card, tax documents with last 4 digits, SSI/SSDI letters with last 4 digits, paystubs with last 4 digits
  - Adults who do NOT have a SS number may provide (2) photo ID's instead, one being from their country of origin
- **Proof of minors residing in household**
  - SS card, School ID's, immunization records, tax documents w/ minors listed, court records
- **Income Verification**
  - Required for all adults (18+) excluding highschool students
  - ALL sources should be accounted for; employment, self-employment, SSI/SSDI, pension, tax refunds, child support
    - Bank statements can only be used for self-employment & benefits
    - Paystubs should include employer name, employee name and GROSS amounts
    - Individuals with ZERO income must thoroughly complete the "Self-Declaration of Income Statement"
    - For individuals who have income but are unable to prove it, they may also complete the "Self-Declaration of Income Statement" – This is a LAST RESORT option
- **Utility Bill**
  - The utility bill provided must be the most current and must be in the name of the client applying for UA assistance, or be listed as a secondary person on the account.
  - The residential address on the utility bill must be for the CURRENT residence that the client is residing at.
  - Late fees can be included in the assistance, but will not include reconnection fees or bad check charges.



- **Consent Forms (Completed Annually)**
  - MAAC Consent
  - AHS-Outreach Privacy Notice
  - AHS Outreach Staff-Client Agreement forms
  - Authorization to Release Confidentiality (if applicable)

**UA Staff Procedure**

- Pre-Screening for eligibility is completed by Outreach phone agents on the Utility Assistance Phone Line (913) 715-6653
  - No documentation is collected, this eligibility is determined by client-provided information
- If determined to be eligible, client is scheduled an appointment at appropriate MSC location per zipcode of residence.
  - UA assistance is provided by appointment only
  - Client CAN request service from alternate location due to work location/other
- Appointment (intake assessment)
  - Documentation Collection
    - All documentation is collected and copied for the file
  - Income assessment completed
    - This is done in MAAC once MAAC consent forms are completed and signed
  - Utility Account Status is verified
    - This may be done in a portal or over the phone as applicable
  - Pledge is made
    - This step should NOT be completed until all the above steps have been completed
  - MAAC standard intake form is signed
    - This document should be signed by the client at the appointment, as soon as the pledge is made on the account
  - Case Notes AND MAAC alert are complete
    - The expectation is that this step is completed NO MORE than 1 business day after the appointment
    - Case notes should indicate the purpose of the appointment
    - Case notes should be restricted to agency only
    - MAAC alerts for funding should be added immediately
    - Funding alerts should expire on 12/31 of the current year
    - Funding alerts should be restricted to agency
    - MAAC alerts for staffing future appointments should be added and restricted as applicable
  - File is scanned
    - All files should be complete and scanned to the appropriate G drive location within in 1 business day of the appointment
      - *G>Outreach>Multi-Service Center>Outreach\_MSC UA Intake>("City of residence")*
    - Files should be re-named appropriately
      - *Last name, first name, utility bill abbreviation, assistance amount*

## City Council Action Item

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**Council Meeting Date:** December 14, 2023

**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 2024, the Agreement is the same as 2023. 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. Several projects were completed this year (in 2023) including the Library Roof Replacement and Brick Repair (which included the removal of the awning, repair of the patio stair end walls and remove/replace bricks on south patio). Additionally, we jointly agreed to add one project for completion in 2024 related to repair of the sanitary sewer service line to the main. City staff intends to complete this repair in house.
- **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 an increased rent of \$1500 per month.

The Agreement has been reviewed and approved by City Attorney

**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:** Beth Linn, City Administrator

## **FACILITY USE AND MAINTENANCE AGREEMENT**

THIS FACILITY USE AND MAINTENANCE AGREEMENT (the Agreement) is made this \_\_\_\_\_ day of December, 2023, 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

\_\_\_\_\_  
David Sims, Chair

ATTEST:

ATTEST:

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

\_\_\_\_\_  
Kelly Gilgore, Vice Chair

APPROVED AS TO FORM:

APPROVED AS TO FORM:

\_\_\_\_\_  
Lee W. Hendricks, City Attorney

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

## Exhibit A

**City of Edgerton  
Library Capital Improvement Program  
2023-2028**

### COMPLETED PROJECTS

JCL							
Priority	Project Name	Project Description	CIP Budget	City Funding	JCL Funding	Anticipated Start	Anticipated Complete
1	Library Brick Repairs	Repair/replace the deteriorated brick on the Library building, primarily on the West wall, East wall adjacent to the patio and the patio walls/stair end walls.	\$ 114,900	\$ 56,587.50	\$ 56,587.50	Apr-22	<b>COMPLETE</b>
2	Library Roof Replacement	Replace the Library roof. The existing roof is at the end of its useful life.	\$ 33,910	\$ 16,955	\$ 16,955	Apr-22	<b>COMPLETE</b>
	Removal of Awning	Remove awning and repair bricks behind the awning location.			\$ 1,725	Apr-22	<b>COMPLETED WITH LIBRARY BRICK REPAIRS ABOVE</b>
3	Patio stair end walls	Repair/replace patio stair end walls due to significant structural deterioration				Apr-22	<b>COMPLETED WITH LIBRARY BRICK REPAIRS ABOVE</b>
4	South Patio	Removed and replaced bricks on south patio (including subgrade repair) to remove tripping hazards				Apr-22	<b>COMPLETED WITH LIBRARY BRICK REPAIRS ABOVE</b>
<b>TOTAL</b>			<b>\$ 148,810</b>	<b>\$ 73,542.50</b>	<b>\$ 75,267.50</b>		

### FUNDED PROJECTS

JCL							
Priority	Project Name	Project Description	CIP Budget	City Funding	JCL Funding	Anticipated Start	Anticipated Complete
1	Sanitary Sewer Service Line Repair	Rehabilitation of sanitary sewer service line from Bank of Knowledge to the main	\$ 15,000	\$ 15,000	\$ -	Mar-24	<b>Jun-24</b>



## Exhibit A

### Unfunded Projects

JCL

Priority Rating	Project Name	Project Description	Estimated Cost
1	South Patio	Monitor and evaluate for continued settlement or tripping hazards.	unknown
2	Sidewalk Repair	Repair and/or grind sidewalk at bottom of SW entrance stair to eliminate trip hazard	unknown
3	Downspouts at South façade	Install collector boots/fittings on the downspouts along the South/SW side of the building to ensure all roof water is directed	unknown
4	Repair drain pipe from SE patio	Repair or replace the PVC pipe drain coming out of the patio on the South side to prevent water leak down the foundation wall	unknown

## City Council Action Item

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**Council Meeting Date:** December 14, 2023

**Department:** Public Works

### **Agenda Item: Consider Final Acceptance for 2023 Street Preservation Program – Overlay.**

**Background/Description of Item:**

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

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

On May 25, 2023, City Council approved the award of bid to Harbour Construction Incorporated. On June 22, 2023, City Staff executed a Professional Services Agreement with Harbour Construction Incorporated for the construction of the asphalt overlay and ultrathin bonded asphalt (UBAS) portion of the 2023 Street Preservation Program for a base bid of \$124,575.00.

On August 10, 2023 City Council approved Change Order #1 which includes asphalt overlay instead of UBAS for West 5th Street from Morgan Street to the end of the cul-de-sac. This scope change came at no change to the project cost.

The updated contract included asphalt overlay for the following streets:

- West 3<sup>rd</sup> Street from West Edgewood Drive to West Meriwood Street
- West Meriwood from 1<sup>st</sup> Street to West 3<sup>rd</sup> Street
- West 5<sup>th</sup> Street from West Morgan Street to the end of the cul-de-sac.

City Staff has inspected the work performed and determined it to be satisfactory. All final invoices have been received and the project budget has a remaining \$3,000.00 to be transferred to the 2024 Street Preservation Program budget.

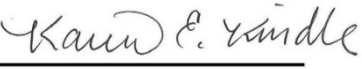
**Related Ordinance(s) or Statute(s): N/A**

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

**Budget Allocated:** \$187,815

**Finance Director Approval:**

**x** 

Karen Kindle, Finance Director

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<p><b>Recommendation: Approve Final Acceptance for 2023 Street Preservation Program – Overlay and Transfer of Remaining Funds (\$3,000) to the 2024 Street Preservation Project.</b></p>
--

**Enclosed:** N/A

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

## City Council Action Item

**Council Meeting Date:** December 14, 2023

**Department:** Utilities

### **Agenda Item: Consider Final Acceptance for the construction of the J.B. Hunt Sewer Extension Project.**

**Background/Description of Item:**

The City of Edgerton received an Application for Sewer Extension Permit dated August 8, 2022, for the J.B. Hunt Container Storage Facility at 30700 W. 191<sup>st</sup> Street. The project includes the construction of 138 LF of 8" sanitary sewer pipe and two manholes. The infrastructure was developed to receive flow from the J.B. Hunt Facility expansion.

An engineer's estimate was provided with the application in the amount of \$92,000.00. This cost will be borne entirely by J.B. Hunt. Plans were prepared by CEI Engineering Associates Inc. and reviewed by the City Engineer. Max Rieke and Brothers were selected by J.B. Hunt to complete the construction of the project.

The Substantial Completion date was May 25, 2023. BG Consultants as the City's Inspector has performed final inspection and noted the project for final acceptance.

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

**Funding Source:** Private Funding

**Budget Allocated:** NA

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

### **Recommendation: Approve Final Acceptance for the construction of the J.B. Hunt Sewer Extension Project.**

**Enclosed:** Jon Carlson Letter of Acceptance

**Prepared by:** Holly Robertson, P.E., CIP Project Manager

**From:** [Holly Robertson](#)  
**To:** [Holly Robertson](#)  
**Subject:** FW: JB Hunt Final Completion Sanitary Sewer  
**Date:** Monday, November 27, 2023 9:41:25 AM  
**Attachments:** [image001.jpg](#)  
[OutlookEmoji-16559911226203c5f2212-bf7a-48c2-a2fc-f3fcf12a8275.jpg](#)

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**From:** Jon Carlson <[jon.carlson@bgcons.com](mailto:jon.carlson@bgcons.com)>  
**Sent:** Sunday, August 20, 2023 7:05 PM  
**To:** Dan Merkh <[dmerkh@edgertonks.org](mailto:dmerkh@edgertonks.org)>  
**Cc:** Karen Kindle <[kkindle@edgertonks.org](mailto:kkindle@edgertonks.org)>; David Hamby <[david.hamby@bgcons.com](mailto:david.hamby@bgcons.com)>  
**Subject:** Re: JB Hunt Final Completion Sanitary Sewer

Dear Mr. Merkh,

To the best of my knowledge, Max Rieke and Brothers has completed the public Sanitary Sewer portion of the J.B. Hunt Container Storage Facility in general conformance to the plans and specifications approved by the City of Edgerton dated September 14, 2022. Final testing of this work was completed May 25, 2023. Final seeding and restoration of the 191st Right-of-Way can be completed with the occupancy permit for the new facility. Temporary seeding and stabilization has been completed for this portion of the project. The public sanitary sewer can be accepted by the City of Edgerton at your discretion.

Respectfully submitted,

**Jon Carlson**

Senior Construction Observer

1655991122620



1405 Wakarusa Drive | Lawrence, KS 66049  
O: 785.749.4474 x 2102 | 785.727.7663 (Direct)  
Web: [www.bgcons.com](http://www.bgcons.com) | [Map](#) | [Email](#)

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**From:** Dan Merkh <[dmerkh@edgertonks.org](mailto:dmerkh@edgertonks.org)>  
**Sent:** Wednesday, August 16, 2023 11:04 AM

**To:** Jon Carlson  
**Cc:** Karen Kindle; David Hamby  
**Subject:** JB Hunt

Jon,

I am looking for an update on the construction of the JB Hunt Sewer main extension. We are providing JB Hunt with a little bit of information.

Is construction complete? Do we have the cert of completion from the state?

If it is complete, do you know the last time you did work (to know if we received the last bill for the work)?

Thank you,



**Dan Merkh • Public Works Director**

City of Edgerton, KS

404 East Nelson • Edgerton, KS 66021

913.893.6231 (o) • 913.271.9757 (c)

[www.edgertonks.org](http://www.edgertonks.org)

## City Council Action Item

**Council Meeting Date:** December 14, 2023

**Department:** Administration

### **Agenda Item: Consider an Agreement with Helping Hands Cleaning Ministry to Provide Janitorial Services for the Edgerton City Hall and Auxiliary Office Space**

**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.

**Term of Agreement**

If approved, the Agreement would become effective January 1, 2024 and would terminate on December 31, 2024. 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 by both parties. All subsequent contract extensions, if any, shall be in increments of one (1) year.

The Contractor may terminate the Contract upon no less than thirty (30) days written notice of termination prior to the date Contractor wishes to terminate.

**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 \$7,800. The contracted amount is within the approved 2024 budget.

Enclosed is a redlined copy of the Agreement. The changes for 2024 are minor to update address for city facilities and clarify cleaning services based on current building conditions. This agreement has been reviewed and approved by the City Attorney and Helping Hands Cleaning Ministry.

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

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**Funding Source:** General – Facilities – Building/Ground Maintenance

**Budget Allocated:** \$10,400

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

---

**Recommendation: Approve an Agreement with Helping Hands Cleaning Ministry to Provide Janitorial Services for the Edgerton City Hall and Auxiliary Office Space**

**Enclosed:** Draft Redlined Agreement

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



## INDEPENDENT CONTRACTOR AGREEMENT

**THIS AGREEMENT** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2023, by and between the City of Edgerton, Kansas, a Kansas municipal corporation, hereinafter referred to as "City", and Helping Hands Cleaning Ministry, hereinafter referred to as "Contractor".

### WITNESSETH:

**WHEREAS**, City desires to employ the services of Contractor, as an independent contractor, to provide janitorial services (hereinafter "Services") for the City; and

**WHEREAS**, said Contractor desires to accept employment as an independent contractor for Edgerton, Johnson County, Kansas, subject to all the terms and conditions of this Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants hereinafter contained, the parties agree as follows:

### SECTION ONE-DUTIES; SCOPE

The City hereby agrees to employ Contractor, as an independent contractor and not an employee, to provide Services for City Hall located at 404 E. Nelson Street, Edgerton, KS, to the City offices at ~~305 E. Nelson Street~~, 414 E 4<sup>th</sup> Street, Edgerton, KS and to the City offices at 312 E. Nelson, Edgerton, KS Studio B as provided herein. The Services to be furnished under this agreement shall consist of all cleaning and janitorial services necessary to maintain City Hall and City offices in a clean and orderly condition in accordance with general commercial practices.

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The total area of **City Hall (cleaned on a weekly basis)** shall consist of the lobby, City Administrator Office, Assistant City Administrator Office, Administrative Staff Offices, ~~and File Room~~, City Hall Community Hall room with Kitchen and Men's and Women's Restroom.

The total area of **312 E Nelson Street, Studio B (cleaned twice monthly)** shall consist of office space, kitchen, bathroom, conference room and hardwood stairs leading to upstairs unit.

The total area of **414 E 4<sup>th</sup> Street (cleaned twice monthly)** shall consist of office spaces, kitchen, bathrooms, and ~~hardwood~~ floors.

The Services required by this Agreement shall be performed in a manner acceptable to management. The Services covered by this Agreement shall be performed on the frequency described above, on a day determined by the Contractor, except as otherwise provided herein, at such times and in such manner as not to interfere with office operations and rentals of City Hall as directed by the City Administrator, or designee. The Contractor shall provide cleaning dates to City staff 48 hours in advance.

The City shall provide a wet mop and a dry mop for use at City facilities.  
All other materials and equipment, including tools, required for the performance of this Agreement shall be furnished by the Contractor.

The following Services shall be provided at **all three locations upon every cleaning:**

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- a) Vacuum carpeted floors
- b) Dry mop and/or sweep ~~linoleum~~ hardwood/linoleum floors
- c) Clean/dust all windowsills, office desks, furniture, kitchen counters, tabletops, and similar horizontal surfaces

- d) Empty wastebaskets and recycle bins. All trash and recycling shall be placed in designated containers.
- e) Fully ~~c~~Clean ~~r~~Restrooms.
- f) Wet mop floors to Community Hall.
- g) Clean sinks, toilets and mirrors.
- h) Replenish toilet tissue and paper towels. Toilet tissue and paper towels supplied by the City.
- i) Clean water fountains
- j) Clean entrance doors to City Hall and Community Hall. ~~and office window glass.~~
- k) Damp mop linoleum and vacuum carpets in entry of City Hall.

The following Services shall be provided on an as-needed basis:

- a) Dust and/or clean tops of doors, cabinets, baseboards, exposed pipes, etc.
- b) Dust and remove spots from walls, woodwork
- c) Vacuum carpets

## SECTION TWO -TERM

This Agreement will become effective January 1, 2024 and terminate on December 31, 2024 following approval by the City Council. ~~and shall terminate on December 31, 2023.~~ The contract may be terminated at the end of the contract term unless the City and Contractor have mutually agreed upon an extension no later than thirty days (30) prior to the expiration date, unless otherwise mutually agreed upon by the parties. All subsequent contract extensions, if any, shall be in increments of one (1) year.

The Contractor may terminate the Contract upon no less than thirty (30) days written notice of termination prior to the date Contractor wishes to terminate. City may terminate this agreement at any time.

## SECTION THREE- COMPENSATION

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 cleaned 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.

Contractor shall prepare and present a monthly invoice to the City setting forth time spent performing duties pursuant to this Agreement. Said invoice shall not include time spent by Contractor traveling to and from City facilities. City agrees to process payment provided by Contractor for services rendered during the month upon receipt of the invoice. Payment is made via direct deposit to the bank account number provided by the Contractor, if applicable.

## SECTION FOUR- DUTY TO DEFEND AND INDEMNIFY

In accordance with Kansas law, the City agrees to defend and indemnify Contractor for any claims made against Contractor, excepting claims involving negligence by Contractor or its subcontractors, for actions or inactions by Contractor while acting within the scope of this Agreement.

**SECTION FIVE – CONFIDENTIALITY AND NON-DISCLOSURE**

The identity and personal information of citizens, the City’s work product and office operations must be kept strictly confidential at all times. Although Contractor is authorized to provide services on behalf of City, as an express condition of this Agreement, it is agreed that Contractor and any employees or subordinates performing work under Contractor’s direction shall absolutely maintain confidential any information learned during the course of Contractor’s work for City. Any indiscretion is grounds for immediate termination of Contractor.

**SECTION SIX- GENERAL PROVISIONS**

The text herein shall constitute the entire agreement between the parties. This Agreement shall become effective upon execution by Contractor and execution by the Mayor after approval by the City Council. Contractor shall be paid at the current monthly rate for any services performed prior to this Agreement becoming effective.

**SECTION SEVEN- CHOICE OF LAW**

This Agreement is to be construed and enforced in accordance with the laws of the State of Kansas and any action to enforce this Agreement shall be brought in the Johnson County District Court.

**SECTION EIGHT- MODIFICATION**

This Agreement cannot be modified or changed by any verbal statement, promise or agreement and no modification, change nor amendment, shall be binding on the parties unless it shall have been agreed to in writing.

IN WITNESS WHEREOF, the parties set their hands the day and year first above shown.

~~METROPOINT SERVICES LLC~~ HELPING HANDS CLEANING MINISTRY:  
OF EDGERTON, KANSAS

CITY

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

~~Helping Hands Cleaning Ministry~~ Linda Anderson, Owner

Donald Roberts, Mayor

APPROVED AS TO FORM:

ATTEST:

\_\_\_\_\_  
Lee W. Hendricks, City Attorney

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

## City Council Action Item

**Council Meeting Date:** December 14, 2023

**Department:** Utilities

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

**Background/Description of Item:**

On November 6, 2023 Benjamin Acheson submitted a Water Connection Application for new water service to a property at 189 East 2100<sup>th</sup> Road in Wellsville, Kansas. This property is outside the corporate city limits of Edgerton.

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

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

Specifically notice the property owner is required to submit the application and approval is required by the governing body. Staff has received this application and the consent to annex the property.

The City does have an existing 8" PVC waterline on the south side North 200<sup>th</sup> Road/US 56 Highway which borders the north side of the property. The property owner is planning to install approximately 600 feet of 1.5" PVC pipe 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 City will perform any construction needed to connect the customer to the system. 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.

The application and associated documents are currently under review by the City Attorney. Staff recommends approval of the application for water service pending any revisions needed by City Attorney.

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

---

**Funding Source:** N/A

**Budget Allocated:** N/A

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

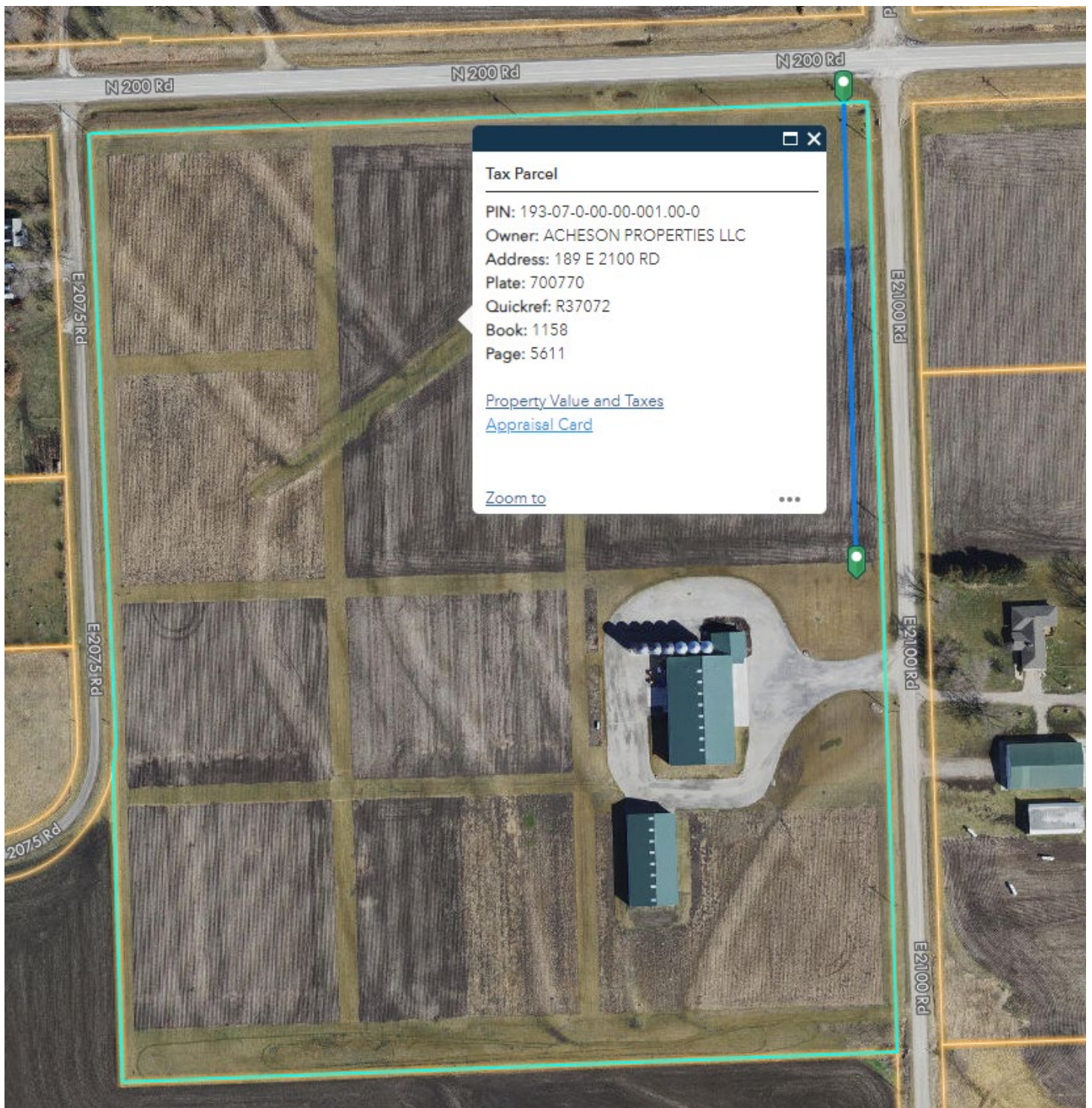
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<b>Recommendation: Approve Water Service Application from Benjamin Acheson, Pending City Attorney Approval</b>
--

**Enclosed:** Property Map

**Prepared by:** Dan Merkh, Public Works Director





New Water Service Connection

Application Date: November 6, 2023

Applicant: Benjamin Acheson



**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 14, 2023

**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 2024. 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 2024, 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. Additionally, the agreement was provided to the Edgerton Historic Society for review of questions or changes they may have, there have been no questions or comments regarding the agreement for this next year. The agreement, if approved, is valid for one year beginning January 1, 2024 through December 31, 2024. Either party may elect not to renew the agreement with two months prior notice. The agreement has been reviewed and approved as the standard agreement by the City Attorney.

**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:** Alexandria Clower, City Clerk

## **FACILITY USE AND MAINTENANCE AGREEMENT**

THIS FACILITY USE AND MAINTENANCE AGREEMENT (the Agreement) is made this \_\_\_\_<sup>th</sup> day of December, 2023, 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, 2024 through December 31, 2024. 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, 2023.

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:

\_\_\_\_\_  
Lee W. Hendricks, City Attorney

\_\_\_\_\_  
Attorney

# CITY OF EDGERTON, KANSAS

## COUNCIL AGENDA ITEM

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**Council Meeting Date:** December 14, 2023

**Agenda Item:** Ordinance Authorizing Series 2024A Home Rule Revenue Bonds

**Subject:** Home Rule Revenue Bonds for Phase 2 Public Infrastructure Improvements

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The City and Edgerton Land Holding Company, LLC (“ELHC”) entered into a Phase Two Development Agreement for the development of Phase Two of the Logistics Park – Kansas City. Both the City and ELHC have been spending funds on various public infrastructure improvements.

The Development Agreement contemplates that the City will periodically issue home rule revenue bonds to reimburse the City for amounts it has been spending and to pay ELHC for amounts it has spent on the public improvements.

The City issued the first series of home rule revenue bonds for Phase Two in 2019. The City now desires to issue a second series of home rule revenue bonds.

. The projects include the following:

1. **Corliss Road Project:** the extension of Corliss Road north from W. 207<sup>th</sup> Street to and around Inland Port 52.
2. **South I-35 Gravity Sanitary Sewer Main:** Construction of Phase II of the I-35 South Gravity Sewer project.

The Ordinance authorizes the City to issue up to \$4 million of home rule revenue bonds to reimburse or pay for the costs of the projects. The issuance of the bonds will convert the interest rate accruing on the costs paid by ELHC from a taxable 9.5% interest rate to a tax-exempt rate. The interest rate savings will ultimately result in more funds being available in the public infrastructure fund.

Approximately \$17,000 of the bond proceeds will be used to reimburse the City for costs it has spent on these two projects. The remainder of the bond proceeds will be used to reimburse ELHC for eligible costs and pay the costs of issuing the bonds.

The bonds are payable solely from funds on deposit in the public infrastructure fund and are not a general obligation of the City.

[Summary Published in *The Gardner News* on December 27, 2023]

**ORDINANCE NO. 2151**

**AN ORDINANCE AUTHORIZING THE CITY OF EDGERTON, KANSAS, TO ISSUE HOME RULE REVENUE BONDS (LOGISTICS PARK INFRASTRUCTURE PHASE TWO PROJECTS) SERIES 2024A, IN AN AGGREGATE MAXIMUM PRINCIPAL AMOUNT NOT TO EXCEED \$4,000,000, FOR THE PURPOSE OF PROVIDING FUNDS TO PAY OR REIMBURSE THE COSTS OF PUBLIC INFRASTRUCTURE IMPROVEMENTS; AND APPROVING CERTAIN DOCUMENTS AND ACTIONS IN CONNECTION WITH THE ISSUANCE OF THE BONDS.**

**WHEREAS**, the City of Edgerton, Kansas (the “City”), desires to promote, stimulate and develop the general welfare and economic prosperity of the City and its inhabitants and thereby to further promote, stimulate and develop the general welfare and economic prosperity of the State of Kansas; and

**WHEREAS**, the City and Edgerton Land Holding Company, LLC, a Kansas limited liability company (“ELHC”), entered into a Logistics Park Phase Two Development Agreement dated January 25, 2018 (the “Development Agreement”), to provide for the financing and construction of certain Public Infrastructure Improvements (as defined in the Development Agreement) located within Phase Two of the Logistics Park-Kansas City; and

**WHEREAS**, the Development Agreement requires the City to collect certain Sources of Funds (as defined in the Development Agreement) and deposit the Sources of Funds in a Phase Two Public Infrastructure Fund (as defined in the Development Agreement); and

**WHEREAS**, the Development Agreement anticipates that the City will issue home rule revenue bonds pursuant to Article 12, Section of 5 of the Kansas Constitution (the “Act”) to finance the Public Infrastructure Improvements; and

**WHEREAS**, the City has previously entered into a Master Trust Indenture (Phase Two) dated as of July 1, 2019, as amended by the First Amendment to Master Trust Indenture (Phase Two) dated as of August 1, 2023, and as further supplemented and amended (the “Master Indenture”) with UMB Bank, N.A., as successor trustee (the “Trustee”), pursuant to which the Sources of Funds are held and distributed by the Trustee and which provides for the issuance of up to \$100 million in home rule revenue bonds; and

**WHEREAS**, pursuant to the Act, the City is authorized to determine its local affairs and government, and pursuant to and in furtherance of the purposes of the Act and the Development Agreement, the City proposes to issue its Home Rule Revenue Bonds (Logistics Park Infrastructure Phase Two Projects), Series 2024A, in the aggregate principal amount not to exceed \$4,000,000 (the “Bonds”) for the purpose of providing funds to pay or reimburse the costs of acquiring and

completing the Public Infrastructure Improvements described in the Supplemental Indenture (hereafter defined) (the “Projects”); and

**WHEREAS**, the governing body of the City further finds and determines that it is necessary and desirable in connection with the issuance of these Bonds that the City enter into certain agreements, and that the City take certain other actions and approve the execution of certain other documents as herein provided;

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

**Section 1. Authorization for the Acquisition and Completion of the Projects.** The City is hereby authorized to provide for the acquisition and completion of the Projects, all in the manner and as more particularly described in the Development Agreement, the Master Indenture and the Supplemental Indenture (hereafter defined).

**Section 2. Authorization of and Security for the Bonds.** The City is hereby authorized to issue and sell the Bonds for the purpose of providing funds to pay or reimburse the cost of acquiring and completing the Projects. The Bonds shall be issued and secured pursuant to the Master Indenture and Supplemental Indenture, and shall bear such date, shall mature at such time, shall be in such denominations, shall bear interest at such rates, shall be in such form, shall be subject to redemption and other terms and conditions, and shall be issued in such manner, subject to such provisions, covenants and agreements, as are set forth in the Master Indenture and Supplemental Indenture. The Bonds shall be payable solely out of the funds provided for in the Master Indenture and Supplemental Indenture, which shall be pledged and assigned to the Trustee as security for payment of the Bonds as provided in the Master Indenture and Supplemental Indenture.

**Section 3. Authorization of Documents.** The City is hereby authorized to enter into the following documents, in substantially the forms presented to and reviewed by the Governing Body of the City (copies of which documents, upon execution thereof, shall be filed in the office of the City Clerk), with such changes therein as shall be approved by the officers of the City executing such documents, such officers’ signatures thereon being conclusive evidence of their approval thereof:

- (a) Master Indenture;
- (b) Supplemental Master Trust Indenture No. 2 dated the date set forth therein (the “Supplemental Indenture”), which supplements the Master Indenture and describes the terms of the Bonds, the sources and uses of funds, and other matters;
- (c) Bond Placement Agreement dated the date set forth therein (the “Placement Agreement”), among the City, Drexel Hamilton, LLC, as Placement Agent, and ELHC, as Purchaser, pursuant to which the Bonds will be placed to ELHC; and

(d) Tax Certificate dated the date set forth therein (the “Tax Certificate”), between the City and the Trustee, containing certain covenants and restrictions relating to the Bonds, the Projects and the use of proceeds of the Bonds.

**Section 4. Execution of Bond and Documents.** The Mayor of the City is hereby authorized and directed to execute the Bonds and to deliver the Bonds to the Trustee for authentication for and on behalf of and as the act and deed of the City in the manner provided in the Master Indenture and Supplemental Indenture. The Mayor of the City is hereby authorized and directed to execute the Master Indenture, the Supplemental Indenture, the Placement Agreement, the Tax Agreement and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance, for and on behalf of and as the act and deed of the City. The City Clerk of the City is hereby authorized and directed to attest to and affix the seal of the City to the Bonds, the Master Indenture, the Supplemental Indenture, the Placement Agreement, the Tax Agreement and such other documents, certificates and instruments as may be necessary.

**Section 5. Further Authority.** The City shall, and the officers, employees and agents of the City are hereby authorized and directed to, take such action, expend such funds and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance and to carry out, comply with and perform the duties of the City with respect to the Bonds, the Master Indenture, the Supplemental Indenture, the Placement Agreement and the Tax Agreement.

**Section 6. Effective Date.** This Ordinance shall take effect and be in force from and after its passage, approval and publication in summary form in the official City newspaper.

**PASSED** by the Governing Body of the City of Edgerton, Kansas, this 14<sup>th</sup> day of December, 2023.

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

[SEAL]

ATTEST:

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

Approved as to form:

\_\_\_\_\_  
Scott W. Anderson, Bond Counsel

## City Council Action Item

**Council Meeting Date:** December 14, 2022

**Department:** Administration

### **Agenda Item: Consider a Contract for Services and Scope of Work with ETC Institute for the 2024 Citizen Survey**

**Background/Description of Item:**

Beginning in 2012, the Edgerton City Council contracted with ETC Institute to perform a biennial citizen survey. The results of those surveys have been used to assist the Governing Body in prioritizing funding and resources during the preparation of the annual budget. Staff would recommend contracting again with ETC to perform the citizen survey for 2024. This survey will allow the Governing Body to benchmark and compare the results against previous surveys in addition to regional and national survey results.

The draft contract includes the responsibilities for both ETC and the City as listed below for a total price of \$8,090. This is an increase of \$366 from 2022. ETC is including a question on the survey asking residents to opt in for a chance to win a \$500 Visa gift card as an incentive for completing the survey. This incentive is funded by ETC. The 2024 budget includes funding for the 2024 Citizen Survey.

ETC Institute's responsibilities:

- a) Finalizing the methodology for administering the survey based on input from the City.
- b) Including a question on the survey asking residents to opt in for a chance to win a \$500 Visa gift card as an incentive for completing the survey.
- c) Designing a community survey instrument that is up to 6 pages in length.
- d) Selecting a random sample of households to be surveyed, using Census data to ensure a sample matching the demographics (age, race and sex) of the community.
- e) Conducting a pretest of the survey instrument.
- f) Printing and mailing the survey instrument (includes all costs for printing and mailing) and creating the online survey.
- g) Completing 200 surveys by a combination of mail, phone and on-line. The results of a random sample of 200 completed surveys will have a precision of at least +/-6.9% at the 95% level of confidence.
- h) Conducting data entry and quality control review for completed surveys.
- i) Providing complete printouts of the data.
- j) Conducting benchmarking analysis showing how the results of selected questions for the City of Edgerton compare to other comparable communities in ETC's benchmarking database.



- k) Conducting importance-satisfaction analysis to identify the types of improvements that will have the most impact on satisfaction with City services.
- l) Making an on-site presentation of the survey results to the City.
- m) Completing a final report that will include an executive summary, charts and graphs, benchmarking analysis, importance-satisfaction analysis, cross-tabs, tables showing the results to all questions on the survey, and a copy of the survey instrument.

Responsibilities for the City of Edgerton:

- a) Approving the survey instrument.
- b) Providing a cover letter for the mail version of the survey.
- c) Provide GIS shapefiles for the boundaries of the City.
- d) Identifying requests for sub analysis of the data as appropriate

If the Contract and Scope of Work is approved, Staff will work with ETC for development of the actual survey instrument. Listed below is a preliminary project schedule.

December 2023/January 2024

- Approve survey contract (City Council meeting December 14)
- Design survey instrument
- Develop online survey

January/February 2024

- Print and mail survey instrument
- Go live with online survey
- Administer survey

March/April 2024

- Provide tabular data results
- Provide final report
- Presentation of results


The enclosed agreement has been reviewed and approved by the City Attorney.

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

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**Funding Source:** General Fund – General Government

**Budget Allocated:** \$8,000

x 

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

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<p><b>Recommendation: Approve Contract for Services and Scope of Work with ETC Institute for the 2024 Citizen Survey for \$8,090.</b></p>
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**Enclosed:**

Contract for Services and Scope of Work Between ETC Institute and the City of Edgerton, Kansas

**Prepared by:**

Kara Banks, Marketing and Communications Manager

# Contract for Services and Scope of Work

## Between ETC Institute and the City of Edgerton, Kansas

### ARTICLE I: SCOPE OF SERVICES

1. **Overview of Services to Be Performed.** ETC Institute will design and administer a survey for the City of Edgerton, Kansas. The survey will be designed and administered during the beginning of 2024. The final report will be completed by May 31, 2024.
2. **Maximum Fixed Fee.** The maximum fixed fee for the services provided will be \$8,090.
3. **ETC Institute's Responsibilities.** The tasks that will be performed by ETC Institute as part of this agreement include the following:
  - finalizing the methodology for administering the survey based on input from the City.
  - including a question on the survey asking respondents to opt-in to a chance to win a \$500 Visa gift card as an incentive for completing their survey.
  - designing a survey instrument that is up to 6 pages in length.
  - selecting a sample of households to be surveyed.
  - setting up the database.
  - conducting a pretest of the survey instrument.
  - completing 200 surveys by a combination of mail, online and phone (ETC Institute's costs include all labor, postage and printing of the survey instrument itself with the administration of the survey). The results of a random sample of 200 completed surveys will have a precision of at least +/-6.9% at the 95% level of confidence.
  - conducting data entry and quality control review for all completed surveys.
  - Monitoring the distribution of the responses to ensure the sample reasonably reflects the demographic composition of the City with regard to age, geographic dispersion, gender, race, and Hispanic/Latino ancestry.
  - ETC Institute, if needed, will weight the data as needed if one or more demographic groups are over/underrepresented relative to recent Census estimates for the City's population.
  - providing complete printouts of the data.
  - conducting benchmarking analysis that shows how the results compare to ETC Institute's benchmarks.
  - conducting importance-satisfaction analysis to identify the types of improvements that will have the most impact on satisfaction with city services.
  - completing a final report which includes the following
    - An executive summary that includes the description of the survey methodology and major findings,
    - Charts and graphs for all questions on the survey,
    - Importance-Satisfaction Ratings that identify priorities for improvement,
    - Benchmarking analysis that shows how the City compares to other communities,
    - Data tables showing the results for all questions on the survey, and
    - A copy of the survey instrument.

- making webinar or on-site presentation of the results to the City at a mutually agreed upon date.
4. Responsibilities for the City will include the following:
- approving the survey instrument
  - providing a cover letter for the mail version of the survey
  - provide GIS shapefiles showing the boundaries of the City
  - identifying requests for subanalysis of the data as appropriate

## **ARTICLE II: PAYMENT FOR SERVICES**

1. Total Fee for services is \$8,090. Invoices will be submitted as follows:
- Survey and Sampling Plan Development: \$2,250.00
  - Initiate Survey Administration (Printing & Mailing): \$1,775.00
  - Survey Administration Complete: \$1,775.00
  - Analyze the Results and Draft Report: \$1,145.00
  - Final Report Delivered: \$1,145.00
  - Presentation of results: *Included*

## **ARTICLE III: MISCELLANEOUS PROVISIONS**

1. **Change in Scope.** The Scope of Services, for this contract shall be subject to modification or supplement upon the written agreement of the contracting parties. Any such modification in the Scope of Services shall be incorporated in this agreement by supplemental agreement executed by the parties.
2. **Termination of Contract.** This agreement may be terminated by either party upon 14 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. If the contract is terminated by the client, the client shall reimburse ETC Institute for the full value of any tasks that have been initiated, up to the total amount of the next scheduled invoice.
3. **Rights to Use the Data.** ETC Institute has the right to use the data as a component of ETC Institute's DirectionFinder® benchmarks, but ETC Institute will not release specific results without written approval from the client.

**IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed by their duly authorized officers.**

**NAME, TITLE**

City of Edgerton

\_\_\_\_\_  
Date \_\_\_\_\_

Gregory S. Emas, CFO

ETC Institute

\_\_\_\_\_ Date \_\_\_\_\_

ETC Institute takes reasonable steps to protect survey response data and personal data regarding respondents. Survey Owner has received and reviewed a current copy of the ETC Institute Privacy Policy and understands and acknowledges its terms.



**EDGERTON**  
global routes. local roots.

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

## City Council Action Item

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**Council Meeting Date:** December 14, 2023

**Department:** Administration

### **Agenda Item: Consider a Contract with ElevateEdgerton! For Economic Development Services for 2024**

**Background/Description of Item:**

ElevateEdgerton! was formed in early 2017 as a public-private entity dedicated to driving development to Edgerton. James Oltman, President for ElevateEdgerton!, presented to the Edgerton City Council the request for 2024 funding allocation as part of the annual budget process. City Council approved the 2024 Budget request to include: \$60,000 membership contribution, \$5,000 as special grant for targeted allocation to the Commercial Development Recruiting Fund which provides ability to leverage money from other partners for the purpose of commercial development recruitment activities. City Council also authorized \$10,000 of in-kind contribution of time from the Marketing/Communications Manager.

Similar to other partner entities, typically the City of Edgerton has done an annual agreement for this type of funding allocation. Included is the draft agreement for economic development services for 2024 with ElevateEdgerton!. The draft agreement requires ElevateEdgerton! to prepare a plan of work describing the specific deliverables for that year. Following the draft agreement is the proposed Deliverables as referenced in the agreement. The term of this agreement shall be for one year commencing on January 1, 2024 through December 31, 2024.

Attracting businesses to the City is a time-consuming process that requires specialized knowledge and strong relationships with state agencies, utilities, businesses, developers and real estate professionals. Due to the significant importance of continued development and growth of the business sector within the City, staff recommends the City Council continue to secure these services from ElevateEdgerton!.

The Agreement has been previously reviewed and approved by City Attorney. Any changes recommended for 2024 would be presented during the City Council meeting.

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

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**Funding Source:** General Fund – Economic Development

**Budget Allocated:** \$65,000

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

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**Recommendation: Approve a Contract with ElevateEdgerton! For Economic Development Services for 2024 for \$65,000**

**Enclosed:** Draft Agreement with ElevateEdgerton!  
2024 Year in Review

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



To: Edgerton City Council

From: James Oltman – President, ElevateEdgerton!

Re: 2024 Contract for Economic Development Services

Date: 12/14/2023

#### Overview

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

Prior to the formation of ElevateEdgerton! in 2017 the City of Edgerton previously executed a contract for Economic Development Services with the Southwest Johnson County Economic Development Corporation (SWJCEDC) in the amount of \$35,000/yr. At that time, SWJCEDC split their efforts between the City of Edgerton, the City of Gardner, and New Century Airfield.

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

#### 2023-2024 ElevateEdgerton! Officers

Liz Albers – Chairman – Johnson County Community College

Ben Gasper – Vice-Chair – SMH Consultants

Mary Nelson – Treasurer – Central Bank of the Midwest





## 2024 Scope of Economic Development Services

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



Financial terms of the 2024 Contract for Economic Development Services:

\$60,000.00 cash contribution

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

\$5,000 targeted allocation – Commercial Development Recruiting Fund – Provides ability to leverage money from other partners for the purpose of commercial development recruitment activities:

- Data Collection – Targeted Industries
- Commercial development related marketing
- Enhance efforts to capitalize on the addition of the On the Go Travel Center and Edgerton Crossing Commercial Developments.

## AGREEMENT

THIS CONTRACT FOR ECONOMIC DEVELOPMENT SERVICES ("Renewal") is made and entered into as of this 14<sup>th</sup> day of December, 2023, by and between the City of Edgerton, Kansas (the "City") and ElevateEdgerton! (the "EDC"), a Kansas not-for-profit corporation.

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

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

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

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

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

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

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

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

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

2. **PERFORMANCE STANDARDS.** The EDC shall establish a plan of work in which the specific activities to be performed by the EDC staff are delineated. Such plan of work shall specifically address the nature and scope of services to be provided to the City and shall establish performance criteria by which the EDC staff's individual performance will be measured. Such plan of work shall be prepared annually and shall be subject to the approval of the City Administrator prior to adoption by the board of directors of the EDC.
3. **COMPENSATION.** In consideration of the services to be provided by the EDC, the City shall pay to the EDC the sum of \$60,000, payable at the rate of \$60,000 on the first day of the month of February. The EDC shall prepare an invoice for each annual payment and submit such invoice to the City 30 days prior to the scheduled payment.
4. **TERM.** The term of this agreement shall be for one year commencing on January 1, 2024, and terminating on December 31, 2024.
5. **RENEWAL.** This agreement may be renewed annually by mutual agreement of the parties.
6. **NO AGENCY RELATIONSHIP.** Notwithstanding anything to the contrary contained in this Agreement, the EDC and its employees shall not hold itself or themselves out as, and shall not be, an agent for the City. Neither the EDC nor its employees shall have authority to enter into agreements, leases, or other commitments on behalf of the City.
7. **INDEMNITY.** Each party to this agreement agrees to and shall defend and hold harmless the other for the negligent acts and omissions of such party and its agents, employees and contractors, provided, however, nothing herein shall be construed as a waiver by either party of any limitation of liability provided under the Kansas Tort Claims Act.
8. **INSURANCE.** The EDC shall be solely responsible for obtaining all insurance coverages that it deems necessary or desirable in connection with its business and its obligations under this Agreement, including, but not limited to, general liability, workers compensation, and automobile liability coverage.
9. **TERMINATION.** In the event one party breaches this Agreement the other party may declare this Agreement in default. The non-breaching party may terminate this Agreement upon thirty days notice to the breaching party and this Agreement shall thereafter terminate unless the default is cured within such thirty days.
10. **DUTIES UPON EXPIRATION OR TERMINATION.** It is acknowledged and agreed that in the course of performing its obligations under this Agreement the EDC will compile and prepare certain market information, client lists, data bases and other information relating to the City operations,

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

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

**IN WITNESS WHEREOF**, the parties hereto have set their hand this 17<sup>th</sup> day of May, 2023, at Johnson County, Kansas.

ElevateEdgerton!.

CITY OF EDGERTON, KANSAS

\_\_\_\_\_  
President

\_\_\_\_\_  
Mayor

# 2023 EDGERTON

## YEAR IN REVIEW



Partnership for Economic Advancement

**Completion of IP IV  
1,000,000 sq ft Warehouse**



**Completion of  
Project Door  
Refrigerated  
Container  
Storage Facility**



**ElevateEdgerton!  
Strategic Planning  
Board Retreat**



**JB Hunt  
Expansion**



**TSL Expansion**



**Dwyer Farm  
Housing  
Development  
Ground Breaking**



**Edgerton Greenspace  
Community Building  
Ground Breaking**



**Hosted 8  
ElevateEdgerton!  
Member Events**



**Announcement  
of KwiKom Fiber  
Internet coming  
to Edgerton**



**10% Increase in  
ElevateEdgerton!  
Membership**



## City Council Action Item

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**Council Meeting Date:** December 14, 2023

**Department:** Administration

### **Agenda Item: Consider an Agreement with the Johnson County Sheriff's Department for the Provision of Law Enforcement Services for Fiscal Year 2024**

**Background/Description of Item:** The City of Edgerton contracts with the Johnson County Sheriff's Department (JCSO) to provide law enforcement services to the citizens of Edgerton. Generally the services as described in the agreement for 2024 are the same as services provided in 2023 including the "Power Shift". The agreement includes providing law enforcement duties customarily rendered by the Sheriff under the statutes of this State and the ordinances of the City.

The agreement states that generally the level of service shall be the same that is provided for the unincorporated area of the County by the Sheriff with the specific agreement that such service shall be provided within the Edgerton district on a full-time basis, twenty-four (24) hours a day. A fully-manned patrol car shall ordinarily be stationed in the Edgerton district and an additional fully-manned patrol car or patrol cars shall be available as needed from adjacent districts. The Edgerton district shall have the following boundaries: the Johnson County line on the west and south; 167th Street on the north; and Gardner Road/Center Street to the east.

The 2024 Agreement includes Section 6 "Community Event Planning" related to public meetings that the City may need additional support from the Sheriff's Office. The requirement remains the same to provide sufficient advance notice of these types of events that may result in attendance by large numbers of people, that may result in the blocking of roadways or in significant vehicular traffic or that may result in increased levels of law enforcement services to appropriately police the event. Additional costs for services shall be paid as allowed by the agreement.

Same as 2023, the 2024 Agreement includes Section 8 "Responsibility of the County" to include items already been provided by JCSO such as bailiff at municipal court, enforcement of city ordinances, and hosting an annual town hall meeting. However, it also adds periodic reporting to both City Council and the City Administrator.

The 2024 Agreement updated Section 12 related to Automated License Plate Readers (ALPRs). Today, JCSO has already installed several of these in the Logistics Park Kansas City (LPKC) area. JCSO maintains sole ownership and responsibility for any of this equipment installed in Edgerton. Additionally, JCSO is responsible for the data, content and information collected

from any of these devices. The Agreement provides for additional future installations as agreed upon by both Parties.

The budget highlights of the agreement are listed below. The Cost for the Total Agreement was provided by the Sheriff's Office during the preparation of the 2024 Annual Budget. Therefore, there is sufficient funding available.

<b>Term of Agreement:</b>	January 1, 2024 – December 31, 2024
<b>Cost for Policing Services:</b>	\$ 375,126.40
<b>Cost for "Power Shift":</b>	\$ 158,732.20
<b>Budgeted Overtime:</b>	\$ 5,000.00
<b>Total Agreement Cost:</b>	\$ 538,858.60

The agreement provides for a fuel surcharge should the Sheriff Department incur average fuel costs that exceed the average price per gallon of \$2.00 used at the time of calculating the annual cost of the agreement. The fuel surcharge is calculated and billed to the City on a quarterly basis as an additional cost to the agreement. The amount billed is based on the average of actual fuel costs incurred for the most recent calendar quarter.

The City Attorney will review the agreement prior to City Council meeting.

**Related Ordinance(s) or Statue(s):** K.S.A. 12-2908, K.S.A. 12-2909

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**Funding Source:** General Fund – Law Enforcement – Contracted Law Enforcement

**Budget Allocated:** \$538,858.60

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

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<p><b>Recommendation: Approve an Agreement with the Johnson County Board of Commissioners and the Johnson County Sheriff for the provision of law enforcement services for fiscal year 2024</b></p>
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**Enclosed:** Draft Agreement with the Johnson County Board of County Commissioners and the Johnson County Sheriff

**Prepared by:** Beth Linn, City Administrator



**AGREEMENT FOR THE PROVISION OF LAW ENFORCEMENT SERVICES  
FOR THE CITY OF EDGERTON, KANSAS  
PERFORMED BY THE SHERIFF OF JOHNSON COUNTY, KANSAS**

This Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and among the Board of County Commissioners of Johnson County, Kansas, hereinafter referred to as the "County," the City of Edgerton, Kansas, hereinafter referred to as the "City," and the Sheriff of Johnson County, Kansas, hereinafter referred to as "Sheriff."

**WITNESSETH:**

**WHEREAS**, the City desires to contract with the County for the provision of law enforcement services to be performed by the Sheriff; and

**WHEREAS**, the parties hereto have determined that such contracts are authorized and provided for under the provisions of K.S.A. 12-2908 et seq., as amended; and

**WHEREAS**, the governing body of the City did authorize its Mayor to execute this Agreement by official vote of said body on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_; and

**WHEREAS**, the governing body of the County did authorize its Chairman to execute this Agreement by official vote of said body on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_; and

**WHEREAS**, pursuant to the provisions of K.S.A. 12-2909 the Sheriff has approved the making of this contract.

**NOW, THEREFORE**, in consideration of the above and foregoing recitals, the mutual covenants and agreements herein contained, and for other good and valuable considerations, the parties hereto agree as follows:

**1. Police Protection.** The County, through the Sheriff, agrees to provide police protection within the corporate limits of the City and the hereinafter described Edgerton district of which the City is encompassed to the extent and in the manner set forth in this Agreement.

**2. Scope of Services.** Except as otherwise hereinafter specifically set forth, such services shall encompass duties and functions of the type being within the jurisdiction of and customarily rendered by the Sheriff under the statutes of this State and the ordinances of the City.

**3. Level and Area of Services.** Except as otherwise herein provided, the level of service shall be that same basic level of service that is and shall be, during the term of this Agreement, provided for the unincorporated area of the County by the Sheriff with the specific agreement that such service shall be provided within the Edgerton district on a full-time basis, twenty-four (24) hours a day. It is understood and agreed that a fully-manned patrol car shall ordinarily be stationed in the Edgerton district and that an additional fully-manned patrol car or patrol cars shall be

available as needed from adjacent districts. The Edgerton district shall have the following boundaries:

The Johnson County line on the  
west and south; 167th Street on  
the north; and Gardner Road/Center Street  
on the east.

**4. Control of Services.** The rendition of such services, the standards of performance, the discipline of officers, and other matters incident to the performance of such services and the control of personnel so employed, shall remain in the County. In the event of dispute between the City and County as to the extent of the duties and functions to be rendered hereunder, or the level or manner of performance of such services, the determination thereof made by the Sheriff shall be final and conclusive as between the City and County.

**5. Enforcement.** Such services shall include the enforcement of State statutes and City ordinances, except as set forth in paragraph 7 of this Agreement.

**6. Community Event Planning.** The City shall provide the Sheriff with sufficient advance notice of community events or public meetings that may result in attendance by large numbers of people, that may result in the blocking of roadways or in significant vehicular traffic, or that may result in increased levels of law enforcement services to appropriately police the event. Upon receiving such notice, the Sheriff or his designee shall confer with the City to determine what law enforcement services may be required for an event, shall assist the city in processing any special event permits for an event, and shall provide the agreed upon law enforcement services for an event. Additional costs for services shall be paid as allowed under Paragraph 18 of this Agreement.

**7. Responsibility of City.** To facilitate the performance of the services and functions by the Sheriff under this Agreement, it is hereby agreed that the County shall have full cooperation and assistance from the City, its officials, agents, and employees. In addition, the City agrees to provide a municipal court system with the following standards:

- (a) An attorney serving as municipal judge;
- (b) An attorney to prosecute all contested cases; and
- (c) A designated, qualified court clerk to supervise the court docket and take responsibility for all court records.

If the City fails to meet the above-mentioned standards, it is agreed that City ordinances will not be enforced by the Sheriff.

**8. Responsibility of County.** To facilitate the performance of the services and functions by the Sheriff under this Agreement, the County shall furnish and supply all necessary labor, supervision, equipment, communication facilities, and supplies necessary to maintain the level of service to be rendered hereunder. In addition, the Sheriff agrees to:

- (a) Provide a bailiff for Municipal Court;

- (b) Enforce City Ordinances;
- (c) Provide a presence at City Council Meetings;
- (d) Present quarterly reports to the City Council;
- (e) Provide monthly reports to the City Administrator;
- (f) Provide Annual Crime Index for the City of Edgerton; and
- (g) Host an Annual Town Hall for residents.

**9. Law Enforcement Headquarters.** When and if both parties hereto concur as to the necessity of maintaining a law enforcement headquarters within the City that would not normally be provided by the Sheriff, the City shall furnish, at its own cost and expense, all necessary office space together with utilities. All furniture and furnishings, office supplies, and telephone services shall be furnished by the County. It is expressly further understood that, in the event such local office is maintained in the City, such quarters may be used by the Sheriff in connection with the performance of his or her duties in the territory outside of the City and adjacent thereto, provided, however, that the performance of such outside duties shall not be at any additional cost to the City.

**10. County Employees.** All County personnel so employed in the performance of such services and functions for the City under this Agreement shall be County employees, and no such person so employed shall be entitled to receive any City pension or any status or right of City employment.

**11. Commissioned City Police Officers.** Subject to the provisions of paragraph 10 and for the purpose of effectively performing such services and functions as are within the scope of this Agreement and for the purpose of giving official status to the performance thereof, every officer of the Sheriff's Office engaged in performing any such service and function within the scope of this Agreement shall be deemed to have the powers of municipal police officers of the City while performing such service for the City. Such officers of the Sheriff's Office shall be commissioned as City police officers for purposes of this Agreement.

**12. Automated License Plate Reader (ALPR) License Plate Reader Equipment.** The City will permit the Sheriff to install ALPR equipment, (including accessories such as cameras) on City-owned infrastructure for criminal justice purposes. Exact locations shall be mutually determined by the Sheriff and the City. The Sheriff shall provide and maintain sole ownership and responsibility for any and all ALPR equipment and accessories necessary. The Sheriff is solely responsible for the data, content and information collected including compliance with any applicable local, state and federal regulations and laws. The Sheriff is solely responsible for any maintenance and replacement of any and all equipment. The Sheriff shall remove and reinstall any and all equipment upon request of the City to allow for maintenance to city infrastructure, or for any other reason the City deems necessary. Typical notice for removal would be one week; however, in the case of emergency a shorter timeline shall be deemed reasonable. The Sheriff shall defend, indemnify and hold the City harmless from and against all liability for false arrests, damages, costs, and expenses, including legal fees, arising out of any claim, suit, action or otherwise for injuries and/or damages sustained to persons or property in any way related to the installation and use of ALPR by the Sheriff in the Edgerton District.

**13. Limitation of City's Liability.** The City shall not be called upon to assume any liability for the direct payment of any salaries, wages or other compensation to any County or Sheriff personnel performing services hereunder for the City, or any liability other than that provided for in this Agreement. Except as herein otherwise specified, the City shall not be liable for compensation or indemnity to any County or Sheriff's officer or employee for injury or sickness arising out of his or her employment. The County shall defend, indemnify, and hold harmless the City from any claims or demands asserted against the City for acts or omissions by the Sheriff or County, or their officers or employees, in performing the services set forth herein. Further, the Sheriff shall defend, indemnify and hold the City harmless from and against all liability for damages, costs, and expenses arising out of any claim, suit, action or otherwise for injuries and/or damages sustained to persons or property by reason of the acts or omissions of the Sheriff, or its contractors, agents or employees, in the performance of their duties, whether inside or outside the Edgerton District.

**14. Limitation of County's Liability.** The Sheriff or County, their officers and employees, shall not be deemed to assume any liability for intentional or negligent acts of the City or of any official or any employee thereof.

**15. Effective Date.** Unless terminated earlier as provided for herein, this Agreement shall be effective for the period of January 1, 2024 through December 31, 2024. At the option of the City, with the consent of the County and the Sheriff, this Agreement shall be renewed for successive periods of not to exceed one year each. In the event the Sheriff fails to approve in writing such renewal within thirty (30) days of its submission to the Sheriff, this Agreement shall be null and void.

**16. Renewal.** In the event the City desires to renew this Agreement for any succeeding period, the mayor of the City, not later than two (2) months preceding the expiration date of this Agreement, shall notify the Sheriff that it wishes to renew the same, whereupon the Sheriff, not later than thirty (30) days prior to the expiration date of this Agreement, shall notify the City of its willingness to accept such renewal for an additional one-year period or such other term as may be deemed advisable; provided, that should the mayor of the City notify the Sheriff of the City's desire to renew this Agreement at a date later than two (2) months preceding the expiration date of this Agreement, the Sheriff, not later than thirty (30) days following receipt of the City's intent to renew, shall notify the City of its willingness to accept such renewal for an additional one-year period or such other term as may be deemed advisable, and this Agreement shall not otherwise terminate at the end of the Agreement period until the provisions of this section governing renewal have been satisfied or said Agreement is otherwise terminated in accordance with paragraph 16; provided further, that should for any reason the parties hereto fail to renew this Agreement in the manner set forth hereinabove, the Sheriff, unless otherwise notified to the contrary in writing by the City, shall have the authority to continue to provide such police protection consistent with the terms and provisions of this Agreement and to the extent and in the manner hereinbefore set forth for an extended period not to exceed sixty (60) days following termination date of this Agreement for purposes of allowing the parties to negotiate a new Agreement.

**17. Termination.** Notwithstanding the provisions of the paragraph hereinbefore set forth, either the County or the City may terminate this Agreement as of the first day of any month of any

year upon notice in writing to the other party if not less than one (1) calendar month prior to the date of such termination.

**18. Cost.** The City agrees to pay the County, subject to the limitations of paragraph 20, the amount of Three Hundred Seventy-Five Thousand, and One Hundred Twenty-Six Dollars and Forty Cents (\$375,126.40) as the costs of performing all services covered by this Agreement (excluding Addendum Number 1), and agrees to pay an additional One Hundred and Fifty-Eight Thousand, Seven Hundred Thirty-Two Dollars and Twenty Cents (\$158,732.20) for the services described in the attached Addendum Number 1 to this Agreement, for a total cost (including Addendum Number 1) of Five Hundred Thirty-Eight Thousand, Eight Hundred and Fifty-Eight Dollars and Sixty Cents (\$538,858.60); provided, that if the cost of providing the service under this Agreement changes, the City shall be notified of each such change in writing; provided, further, that in the event the City alters or extends its boundaries and/or requests a second unit to provide service hereunder, then the cost of performing all services covered by this Agreement may be renegotiated and mutually agreed upon, by supplemental writing, by and between the Sheriff and City. "Cost" as used herein shall not include items of expense attributable to service or facilities normally provided or made available to the entire County as part of the Sheriff's obligation to enforce State law. All monetary considerations paid by the City to the County pursuant to this Agreement shall be expended by the County solely for law enforcement purposes in accordance with K.S.A. 12-2909.

**19. Additional Expenses.** To the extent that the Sheriff's Office incurs overtime expenses for the purpose of providing officers to appear as witnesses to testify in the City's Municipal Court or for special events, such overtime expenses shall be billed as an additional cost hereunder, provided, however, that overtime hereunder shall not exceed Five Thousand Dollars (\$5,000.00) during the term of this Agreement. Further, to the extent that the Sheriff's Office incurs average fuel costs that exceed the average price per gallon of \$2.00 used at the time of calculating the Cost stated in paragraph 17 above, a surcharge shall be billed to the City as an additional cost hereunder, which surcharge shall represent a variable quarterly fuel adjustment based on the average of actual fuel costs incurred for the most recent calendar quarter.

**20. Payment of Cost.** The cost to the City shall be paid out of that portion of the general fund budgeted for police purposes and funded by the general levy of said City or other appropriate means of funding subject to the limitation of paragraph 20.

**21. Cash Basis Obligation.** Any indebtedness or obligation of the City pursuant to this Agreement shall never exceed the amount of funds actually on hand in the treasury of the City for such purpose. In addition, this Agreement shall be construed to be in compliance with K.S.A. 10-1101 et seq., and any construction contrary to the provisions of the above-mentioned statutes shall make this Agreement null and void. Pursuant to the above terms of this paragraph, the County shall render to the City at the close of each calendar quarter an itemized statement covering all services performed during said quarter, and the City shall pay to the County therefore within twenty (20) days after receipt of such statements.

**22. Ownership of Property.** Any property acquired by the County for use in carrying out the terms of this Agreement shall be held as the sole and separate property of the County, and upon the termination of this Agreement may be disposed of at the sole discretion of the County.

**23. Notice.** For the purpose of any notice in writing required herein, any such notice to the County shall be addressed to the Johnson County Sheriff, 27747 W. 159<sup>th</sup> Street, New Century, Kansas, 66031. Any notice to the City shall be addressed to the City Clerk, City Hall, 404 E. Nelson, Edgerton, Kansas 66021.

**24. Not Interlocal Agreement.** This Agreement, made pursuant to K.S.A. 12-2908 et seq., as amended, shall not be regarded as an Interlocal Agreement under the provisions of K.S.A. 12-2901 et seq. and amendments thereto.

**25. Renewal by Amendment.** This Agreement may be renewed by reference to this original document, and any amendments thereto may make reference to this original document by paragraph or in total.

**26. Agency.** Pursuant to K.S.A. 12-2909, the Sheriff shall be assigned responsibility for the enforcement of the City's ordinances, and any officer of the Sheriff is eligible thereunder upon assignment by the Sheriff or his or her designated agent.

**27. Severability.** It is the intent of the parties hereto in the preparation and execution of this Agreement to avoid a conflict with the applicable laws of the state of Kansas and if any provision herein is found to be in conflict with any state law or is deemed or held to be unconstitutional, invalid or unenforceable, it is the intent of the parties hereto that such provision shall have no force and effect and the remainder of the Agreement shall be valid as though such conflicting, unconstitutional, invalid or unenforceable provision were not contained herein.

**28. Entire Agreement.** This Agreement represents the entire agreement among the City, County and Sheriff and supersedes all prior agreements, understandings or promises, whether oral or written, among the parties hereto.

**IN WITNESS WHEREOF,** the parties hereto caused this Agreement to be executed in five (5) counterparts on the day and year first above written.

**CITY OF EDGERTON, KANSAS**

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

ATTEST:

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

APPROVED AS TO FORM:

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Lee W. Hendricks  
City Attorney

DRAFT

BOARD OF COUNTY COMMISSIONERS  
OF JOHNSON COUNTY, KANSAS

\_\_\_\_\_  
Ed Eilert, Chairman

ATTEST:

\_\_\_\_\_  
Lynda Sader, Deputy County Clerk

SHERIFF OF JOHNSON COUNTY, KANSAS:

\_\_\_\_\_  
Calvin Hayden, Sheriff

APPROVED AS TO FORM:

\_\_\_\_\_  
Nicholas Saldan  
Assistant County Counselor



## ADDENDUM NUMBER 1

A second patrol unit will be assigned to the City of Edgerton for 40 hours per week, 52 weeks per year. The primary purpose of this unit will be community-oriented policing and problem-solving that builds and maintains relationships with the residents of Edgerton. In addition to normal policing services, this unit would proactively work to address specific concerns or priorities as set by the Edgerton City Council within the boundaries described below. These priorities could include, but not limited to, patrol within the school zone during school drop-off and/or pick-up, speeding or other traffic violations on particular roadways, checks on local businesses, visibility of the Sheriff in residential neighborhoods, etc. The schedule for this unit should vary throughout the calendar year with unit being present during peak times to interact with the community.

This patrol unit shall have the following boundaries

Morgan Street / W 199<sup>th</sup> Street on the north,  
Sunflower Road on the east,  
W 8<sup>th</sup> Street / Edgerton Road on the west, and  
Braun Street/ W 207<sup>th</sup> Street on the south

A second Patrol unit as described above would cost \$158,732.20. That cost was calculated as follows:

One (1) Deputy + Benefits	\$ 98,092	
Relief Deputy	\$ 19,618	(20% of primary Deputy costs)
Vehicle	\$ 3,700	(10% Vehicle Cost)
Vehicle Maint.	\$ 2,420	(Average Vehicle Cost)
Vehicle Fuel	\$ 3,549	(Average Vehicle Fuel)
Administrative	<u>\$ 16,923</u>	(13.29% of Patrol Unit cost)
Total	<u>\$ 158,732.20</u>	

## City Council Action Item

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**Council Meeting Date:** December 14, 2023

**Department:** Administration

### **Agenda Item: Consider Agreements with Adopt A Highway to Sponsor Homestead Lane – I-35 to 191<sup>st</sup> Street and 200<sup>th</sup> Street to End of Road 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. To date there has been 100 bags at roughly 1,850 pounds of litter removed from 56 Highway from 8<sup>th</sup> Street to Sunflower Road. Due to the success seen of this program, in June 2023 Mayor Roberts requested staff begin working with Adopt a Highway for a proposal of additional roadways to be serviced.

Two 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.

The agreements are for services of both northbound and southbound of the roadways at \$325 per side for a total of \$650 per month to clean both sides.

It is estimated to be \$7,800 per agreement for this program and cleaning would occur 12 times a year in the designated area(s).

#### **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 2 Years sponsorship, the agreements will automatically renew for successive 2 Years periods, unless written notice is given by either party to terminate the agreement at least (90) days prior to the renewal date.

### **Cost of Sponsorship**

The monthly payment terms of these agreements listed below include litter removal services on both sides of the roadway. There is a onetime set up and sign fee if the City desires. At the time the City entered into the agreement for 56 Highway services, it was decided not to include a recognition sign for the extra cost. Due to it not being included before, it is not included in this proposal. If Council would like the agreement to include a recognition sign, staff will work to amend the agreement.

### **Homestead Lane**

- Initial deposit of \$1,300, to be applied to the first and last month of services.
- 22 remaining payments for months 2-23 at \$650 a month.

Total: \$7,800 per year; \$15,600 over two-year agreements

The Agreements state that the sponsor will be notified upon renewal if the sponsorship fee will increase more than 5% during any of the successive sponsorship periods.

The Adopt-A-Highway Litter Removal Service of America is responsible for the cleaning of the sponsored areas throughout the term of the agreement.

The City Attorney has previously reviewed and approved the language within the Contract for Adopt-a-Highway.


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

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**Funding Source:** General Fund – General Government

**Budget Allocated:** \$7,800

**Finance Director Approval:**

x   
Karen Kindle, Finance Director

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**Recommendation: Approve Northbound and Southbound Agreements with Adopt A Highway to Sponsor Homestead Lane – I35 to 191<sup>st</sup> Street and 200<sup>th</sup> Street to End of Road for Litter Removal Services for \$7,800 in 2024 and \$7,800 in 2025**

**Enclosed:** Northbound and Southbound Adopt-A-Highway Sponsorship Agreements – Homestead Lane

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



[www.adoptahighway.net](http://www.adoptahighway.net)

## **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  
**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:** Homestead Lane NB  
NB from I 35 GPS 38.75947, -94.96413  
NB to 191 Street GPS 38.78222, -94.96387 including service road from GPS 38.76486, -94.96398 to GPS 38.76469, -94.96238

**Level of Service:** 12X Right hand Shoulder Cleaning. Median not included

### **#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. AAH-LRSA shall arrange for Sponsor's Recognition Panel to be placed on the sign along the side of the highway at a location determined by the DOT. The graphics for the panel displaying the sponsor's name shall be approved by the sponsor prior to installation. Sponsor shall provide AAH-LRSA with artwork for the recognition panel within 14 days of execution of this agreement. AAHLRSA, Inc. shall not be responsible for the sign itself including but not limited to placement and maintenance as this is the responsibility of the Department of Transportation. Sponsor is not taking a sign .

#1c. For a period of 2 Years after the installation of the Sponsor's recognition signage, 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

Page 2: City of Edgerton, KS #03 - **Homestead Lane NB from I 35 GPS 38.75947, -94.96413 NB to 191 Street GPS 38.78222, -94.96387 including service road from GPS 38.76486, -94.96398 to GPS 38.76469, -94.96238**

## **#2. Sponsors Duty Under Agreement: Payment Terms**

**#2a. Payment Terms:** Sponsor agrees to pay AAH-LRSA, 23 payments of \$325.00 over a period of:2 Years to be paid Monthly upon receipt . An initial deposit of \$325.00, to be applied to the first month, shall be paid by the Sponsor at time of contract signing, in addition to the one time set up/sign fee of \$0.00. Billing will commence upon installation of sponsor panel. Half of the deposit will be applied to the first month and billing will commence the following month. Sponsor may terminate agreement with 90 days written notice within the first 12 months after sponsor panel installation or cleaning begins. If notice is not provided with the first 12 months after sponsor panel installation, this agreement continues as stated. Ninety-day notice notification by sponsor must be sent via email to [accounting@adoptahighway.net](mailto:accounting@adoptahighway.net) . Sponsor is not taking a sign

#2b. n/a

#2c. In addition to the above charges, the sponsor agrees that a separate set up/sign fee of \$0.00 (as previously mentioned in paragraph #2a) will be due upon execution of this agreement. This fee includes one standard color sign with company name/logo. Additional charges may apply in the event of damage to either recognition or background panel, city or state specification changes or company name/logo changes.SPONSOR IS NOT TAKING A SIGN.

#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.



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Page 3: City of Edgerton, KS #03 - **Homestead Lane NB from I 35 GPS 38.75947, -94.96413 NB to 191 Street GPS 38.78222, -94.96387 including service road from GPS 38.76486, -94.96398 to GPS 38.76469, -94.96238**

#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. In the event that the DOT requires maintenance to begin, the 2 Years term will begin the month cleaning is required by the DOT.

#2h. Permits are issued by the Department of Transportation. 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.

### **#4 Entire Agreement: Modifications**

#4a. This is the entire contract between the parties; any modifications must be in writing.



**ADOPT-A-HIGHWAY**  
LITTER REMOVAL SERVICE OF AMERICA, INC.

[www.adoptahighway.net](http://www.adoptahighway.net)

Page 4: City of Edgerton, KS #03 - **Homestead Lane NB from I 35 GPS 38.75947, -94.96413 NB to 191 Street GPS 38.78222, -94.96387 including service road from GPS 38.76486, -94.96398 to GPS 38.76469, -94.96238**

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  
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. # \_\_\_\_\_



[www.adoptahighway.net](http://www.adoptahighway.net)

## **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 #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:** 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

**Level of Service:** 12X Right hand Shoulder Cleaning. Median not included

### **#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. AAH-LRSA shall arrange for Sponsor's Recognition Panel to be placed on the sign along the side of the highway at a location determined by the DOT. The graphics for the panel displaying the sponsor's name shall be approved by the sponsor prior to installation. Sponsor shall provide AAH-LRSA with artwork for the recognition panel within 14 days of execution of this agreement. AAHLRSA, Inc. shall not be responsible for the sign itself including but not limited to placement and maintenance as this is the responsibility of the Department of Transportation. Sponsor is not taking a sign .

#1c. For a period of 2 Years after the installation of the Sponsor's recognition signage, 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



Page 2: City of Edgerton, KS #04 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

## **#2. Sponsors Duty Under Agreement: Payment Terms**

**#2a. Payment Terms:** Sponsor agrees to pay AAH-LRSA, 23 payments of \$325.00 over a period of:2 Years to be paid Monthly upon receipt . An initial deposit of \$325.00, to be applied to the first and the last month, shall be paid by the Sponsor at time of contract signing, in addition to the one time set up/sign fee of \$0.00. Billing will commence upon installation of sponsor panel. Half of the deposit will be applied to the first month and billing will commence the following month. Sponsor may terminate agreement with 90 days written notice within the first 12 months after sponsor panel installation or cleaning begins. If notice is not provided within the first 12 months after sponsor panel installation, this agreement continues as stated. Ninety-day notice notification by sponsor must be sent via email to [accounting@adoptahighway.net](mailto:accounting@adoptahighway.net) Sponsor is not taking a sign.

#2b. n/a

#2c. In addition to the above charges, the sponsor agrees that a separate set up/sign fee of \$0.00 (as previously mentioned in paragraph #2a) will be due upon execution of this agreement. This fee includes one standard color sign with company name/logo. Additional charges may apply in the event of damage to either recognition or background panel, city or state specification changes or company name/logo changes.SPONSOR IS NOT TAKING A SIGN.

#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.

Page 3: City of Edgerton, KS #04 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

#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. In the event that the DOT requires maintenance to begin, the 2 Years term will begin the month cleaning is required by the DOT.

#2h. Permits are issued by the Department of Transportation. 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.

### **#4 Entire Agreement: Modifications**

#4a. This is the entire contract between the parties; any modifications must be in writing.



**ADOPT-A-HIGHWAY**  
LITTER REMOVAL SERVICE OF AMERICA, INC.

[www.adoptahighway.net](http://www.adoptahighway.net)

Page 4: City of Edgerton, KS #04 **EB/SB East Nelson GPS 38.76486, -95.00463 to 38.7467, -95.00117**

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 #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. # \_\_\_\_\_

## City Council Action Item

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**Council Meeting Date:** December 14, 2023

**Department:** Administration

**Agenda Item: Consider Agreements with Adopt A Highway to Sponsor Sunflower Road/E. Nelson Street – I35 to E 6<sup>th</sup> Street 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. To date there has been 100 bags at roughly 1,850 pounds of litter removed from 56 Highway from 8<sup>th</sup> Street to Sunflower Road. Due to the success seen of this program, in June 2023 Mayor Roberts requested staff begin working with Adopt a Highway for a proposal of additional roadways to be serviced.

Two 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.

The agreements are for services of both northbound and southbound of the roadways at \$325 per side for a total of \$650 per month to clean both sides.

It is estimated to be \$7,800 per agreement for this program and cleaning would occur 12 times a year in the designated area(s).

**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 2 Years sponsorship, the agreements will automatically renew for successive 2 Years periods, unless written notice is given by either party to terminate the agreement at least (90) days prior to the renewal date.

**Cost of Sponsorship**

The monthly payment terms of these agreements listed below include litter removal services on both sides of the roadway. There is a onetime set up and sign fee if the City desires. At the time the City entered into the agreement for 56 Highway services, it was decided not to include a recognition sign for the extra cost. Due to it not being included before, it is not included in this proposal. If Council would like the agreement to include a recognition sign, staff will work to amend the agreement.

**Sunflower Road**

- Initial deposit of \$1,300 to be applied to the first and last month of services.
- 22 remaining payments for months 2-23 at \$650 a month.

Total: \$7,800 per year; \$15,600 over two-year agreements

The Agreements state that the sponsor will be notified upon renewal if the sponsorship fee will increase more than 5% during any of the successive sponsorship periods.

The Adopt-A-Highway Litter Removal Service of America is responsible for the cleaning of the sponsored areas throughout the term of the agreement.

The City Attorney has previously reviewed and approved the language within the Contract for Adopt-a-Highway.

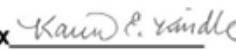
**Related Ordinance(s) or Statue(s):** N/A

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**Funding Source:** General Fund – General Government

**Budget Allocated:** \$7,800

**Finance Director Approval:**

x   
Karen Kindle, Finance Director

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**Recommendation: Approve Northbound and Southbound Agreements with Adopt A Highway to Sponsor Sunflower Road/E. Nelson Street – I35 to E. 6<sup>th</sup> Street for Litter Removal Services for \$7,800 in 2024 and \$7,800 in 2025**

**Enclosed:** Northbound and Southbound Adopt-A-Highway Sponsorship Agreements – Sunflower Road

**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 #05  
**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:** Sunflower Road/ East Nelson/NB  
Sunflower Road/ East Nelson/NB from I 35 GPS 38.7467,  
95.00117 NB to 6th Street GPS 38.76486, -95.00463

**Level of Service:** 12X Right hand Shoulder Cleaning. Median not included

### **#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. AAH-LRSA shall arrange for Sponsor's Recognition Panel to be placed on the sign along the side of the highway at a location determined by the DOT. The graphics for the panel displaying the sponsor's name shall be approved by the sponsor prior to installation. Sponsor shall provide AAH-LRSA with artwork for the recognition panel within 14 days of execution of this agreement. AAHLRSA, Inc. shall not be responsible for the sign itself including but not limited to placement and maintenance as this is the responsibility of the Department of Transportation. Sponsor is not taking a sign .

#1c. For a period of 2 Years after the installation of the Sponsor's recognition signage, 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

.



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Page 2: City of Edgerton, KS #05 - **Sunflower Road/ East Nelson/NB from I 35 GPS 38.7467, 95.00117 NB to 6th Street GPS 38.76486, -95.00463**

## **#2. Sponsors Duty Under Agreement: Payment Terms**

**#2a. Payment Terms:** Sponsor agrees to pay AAH-LRSA, 23 payments of \$325.00 over a period of:2 Years to be paid Monthly upon receipt . An initial deposit of \$325.00, to be applied to the first month, shall be paid by the Sponsor at time of contract signing, in addition to the one time set up/sign fee of \$0.00. Billing will commence upon installation of sponsor panel. Half of the deposit will be applied to the first month and billing will commence the following month. Sponsor may terminate agreement with 90 days written notice within the first 12 months after sponsor panel installation or cleaning begins. If notice is not provided within the first 12 months after sponsor panel installation, this agreement continues as stated. Ninety-day notice notification by sponsor must be sent via email to [accounting@adoptahighway.net](mailto:accounting@adoptahighway.net) . Sponsor is not taking a sign

#2b. n/a

#2c. In addition to the above charges, the sponsor agrees that a separate set up/sign fee of \$0.00 (as previously mentioned in paragraph #2a) will be due upon execution of this agreement. This fee includes one standard color sign with company name/logo. Additional charges may apply in the event of damage to either recognition or background panel, city or state specification changes or company name/logo changes.SPONSOR IS NOT TAKING A SIGN.

#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.

Page 3: City of Edgerton, KS #05 - **Sunflower Road/ East Nelson/NB from I 35 GPS 38.7467, 95.00117 NB to 6th Street GPS 38.76486, -95.00463**

#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. In the event that the DOT requires maintenance to begin, the 2 Years term will begin the month cleaning is required by the DOT.

#2h. Permits are issued by the Department of Transportation. 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.

### **#4 Entire Agreement: Modifications**

#4a. This is the entire contract between the parties; any modifications must be in writing.





**ADOPT-A-HIGHWAY**  
LITTER REMOVAL SERVICE OF AMERICA, INC.

[www.adoptahighway.net](http://www.adoptahighway.net)

Page 4: City of Edgerton, KS #05 - **Sunflower Road/ East Nelson/NB from I 35 GPS 38.7467, 95.00117 NB to 6th Street GPS 38.76486, -95.00463**

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  
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. # \_\_\_\_\_



[www.adoptahighway.net](http://www.adoptahighway.net)

## **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 #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:** Sunflower Road/ East Nelson/SB  
Sunflower Road/ East Nelson/SB from 6th Street GPS  
38.76486, -95.00463 to I 35 GPS 38.7467, 95.00117

**Level of Service:** 12X Right hand Shoulder Cleaning. Median not included

### **#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. AAH-LRSA shall arrange for Sponsor's Recognition Panel to be placed on the sign along the side of the highway at a location determined by the DOT. The graphics for the panel displaying the sponsor's name shall be approved by the sponsor prior to installation. Sponsor shall provide AAH-LRSA with artwork for the recognition panel within 14 days of execution of this agreement. AAHLRSA, Inc. shall not be responsible for the sign itself including but not limited to placement and maintenance as this is the responsibility of the Department of Transportation. Sponsor is not taking a sign .

#1c. For a period of 2 Years after the installation of the Sponsor's recognition signage, 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

.



[www.adoptahighway.net](http://www.adoptahighway.net)

Page 2: City of Edgerton, KS #06 - **Sunflower Road/ East Nelson/SB from 6th Street**  
**GPS 38.76486, -95.00463 to I 35 GPS 38.7467, 95.00117**

## **#2. Sponsors Duty Under Agreement: Payment Terms**

**#2a. Payment Terms:** Sponsor agrees to pay AAH-LRSA, 23 payments of \$325.00 over a period of:2 Years to be paid Monthly upon receipt . An initial deposit of \$325.00, to be applied to the first month, shall be paid by the Sponsor at time of contract signing, in addition to the one time set up/sign fee of \$0.00. Billing will commence upon installation of sponsor panel. Half of the deposit will be applied to the first month and billing will commence the following month. Sponsor may terminate agreement with 90 days written notice within the first 12 months after sponsor panel installation or cleaning begins. If notice is not provided within the first 12 months after sponsor panel installation, this agreement continues as stated. Ninety-day notice notification by sponsor must be sent via email to [accounting@adoptahighway.net](mailto:accounting@adoptahighway.net) . Sponsor is not taking a sign

#2b. n/a

#2c. In addition to the above charges, the sponsor agrees that a separate set up/sign fee of \$0.00 (as previously mentioned in paragraph #2a) will be due upon execution of this agreement. This fee includes one standard color sign with company name/logo. Additional charges may apply in the event of damage to either recognition or background panel, city or state specification changes or company name/logo changes.SPONSOR IS NOT TAKING A SIGN.

#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.

Page 3: City of Edgerton, KS #06 - **Sunflower Road/ East Nelson/SB from 6th Street**  
**GPS 38.76486, -95.00463 to I 35 GPS 38.7467, 95.00117**

#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. In the event that the DOT requires maintenance to begin, the 2 Years term will begin the month cleaning is required by the DOT.

#2h. Permits are issued by the Department of Transportation. 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.

### **#4 Entire Agreement: Modifications**

#4a. This is the entire contract between the parties; any modifications must be in writing.



**ADOPT-A-HIGHWAY**  
LITTER REMOVAL SERVICE OF AMERICA, INC.

[www.adoptahighway.net](http://www.adoptahighway.net)

Page 4: City of Edgerton, KS #06 - **Sunflower Road/ East Nelson/SB from 6th Street**  
**GPS 38.76486, -95.00463 to I 35 GPS 38.7467, 95.00117**

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 #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. # \_\_\_\_\_

## City Council Action Item

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**Council Meeting Date:** December 14, 2023

**Department:** Public Works

### **Agenda Item: Consider Agreement with Terracon Consultants, Inc. for Archaeological Survey for Dwyer Sanitary Sewer Extension Project.**

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

On August 11, 2022, Edgerton City Council approved the recommendation of the Planning Commission to approve an application for a Planned Unit Development (PUD) for Dwyer Farms.

On September 22, 2022, City Council approved the contract with BG Consultants for the design of the project. On July 27, 2023 City Council approved the concurrence to bid for the Dwyer Sewer Extension Project.

On October 26, 2023 City Council approved submitting an application for funding through the Kansas Department of Health and Environment (KDHE) State Revolving Fund (SRF) Loan program. City Staff applied for the SRF Loan which included sending Environmental Clearance letters to twelve state and federal agencies for approval for the project to move forward as designed. The Kansas State Historic Preservation Office responded to the letter requesting a professional archaeologist survey Site #1 of the application which includes the Dwyer Sanitary Sewer Extension. City Staff confirmed with KDHE that the archaeological survey will be required for the SRF Loan Application.

The Kansas State Historic Preservation Office provided a list of archaeological contractors meeting the standards they require. City Staff requested a letter of interest to four consultants (Tetra Tech, Stantec, Burns & McDonnell, and Terracon). One consultant, Terracon Consultants, Inc., responded to our request and provided the attached letter of interest which includes draft scope, schedule, and fee.

Pending City Attorney approval, City Staff recommends approving the agreement with Terracon Consultants, Inc. for an archaeological survey of the Dwyer Sanitary Sewer Extension project site for the maximum not to exceed lump sum of \$21,500.

Funding for this project is anticipated to be initially funded through KDHE Revolving Loan Fund. Long-term funding source will be Rural Housing Incentive District (RHID).

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

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**Funding Source:** SRF Loan, RHID

**Budget Allocated:** \$5,000,000

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

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**Recommendation: Subject to City Attorney approval, Approve Agreement with Terracon Consultants, Inc. for Archaeological Survey for Dwyer Sanitary Sewer Extension Project for \$21,500.**

**Enclosed:** Letter of Interest including Scope and Fee  
Draft Agreement for Professional Services

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

**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

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**Council Meeting Date:** December 14, 2023

**Department:** Community Development

### **Agenda Item: Consider Ordinance No. 2152 Amending Article 3 – Agricultural and Residence Districts - Of The Unified Development Code Of The City Of Edgerton, Kansas And Repealing All Ordinances Or Parts Of Ordinances In Conflict Therewith**

**Background/Description of Item:**

The City of Edgerton's Unified Development Code (UDC) was adopted to encourage the most appropriate use of land and to ensure the logical and compatible growth of various districts within the City. The UDC is intended to implement the planning goals and policies contained in the Comprehensive Plan 2000-2020, other planning documents, and policies of the City Council and Planning Commission.

During a recent development review application, staff identified that there are several zoning districts in the City that do not permit places of worship either by right or with a Conditional Use Permit (CUP). Places of worship are uses that generally fit in most districts, either by-right or with a Conditional Use Permit.

Additionally, in 2000, a law was passed called Religious Land Use and Institutionalized Persons Act of 2000 (RLUIPA), that protects individuals, houses of worship, and other religious institutions from discrimination in zoning and landmarking laws. RLUIPA requires religious assemblies and institutions to be treated at least as well as nonreligious assemblies and institutions. In zoning, this can be addressed by which districts they are permitted in, as well as other development standards, such as setbacks or sign regulations.

Article 3 of the UDC includes zoning district standards for agricultural and residential zoning districts (AG, R-1, R-2, R-3, and MHP), and includes permitted uses and development standards for these districts. Staff is proposing to update these districts to permit places of worship by right in each of the five (5) districts listed in this chapter. There are other small housekeeping items such as formatting and list numbering that are proposed with these updates.

The enclosed draft ordinance has been reviewed by the City Attorney, and Staff recommends approval of the UDC Amendments to Article 3.

A public hearing was held at the November 14 Planning Commission meeting where the Planning Commission recommended approval of the amendments to Article 3 with a 3-0 vote.

**Related Ordinance(s) or Statue(s):** Edgerton UDC, Article 3

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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. 2152 Amending Article 3 – Agricultural & Residence Districts Of The Unified Development Code Of The City Of Edgerton, Kansas And Repealing All Ordinances Or Parts Of Ordinances In Conflict Therewith**

**Enclosed:** Planning Commission Memo – November 14, 2023 Meeting  
Planning Commission Minutes – November 14, 2023 Meeting  
DRAFT Ordinance 2152

**Prepared by:** Zachary Moore, Development Services Director



**MEMORANDUM**

Date: November 14, 2023

To: City of Edgerton Planning Commission

From: Zachary Moore, Development Services Director

Re: Public Hearing for UDCA2023-03 For Amendments to Articles 3 (Agricultural & Residence Zoning Districts), 4 (Commercial Zoning Districts), 5 (Industrial Zoning Districts), 7 (Conditional Uses), & 12 (Sign Regulations) of the Edgerton Unified Development Code

During a recent development review application, staff noticed that the Unified Development Code (UDC) did not list 'places of worship' as a permitted use, either by-right or with a Conditional Use Permit in several districts. Places of worship are uses that generally fit in most districts, either by-right or with a Conditional Use Permit

In 2000, a law was passed called the Religious Land Use and Institutionalized Persons Act of 2000 (RLUIPA), that protects individuals, houses of worship, and other religious institutions from discrimination in zoning and landmarking laws. RLUIPA requires religious assemblies and institutions to be treated at least as well as nonreligious assemblies and institutions. In zoning, this can be addressed by which districts there are permitted in, as well as other development standards, such as setbacks or sign regulations.

The updates proposed by staff tonight will permit places of worship as a land use in all districts, either by-right or with a Conditional Use Permit. The table provided below shows the proposed allowance for places of worship in each of the 14 City zoning districts to ensure compliance with RLUIPA. For the B-P and L-P Districts, staff is proposing to reclassify other nonreligious assembly uses as requiring a Conditional Use Permit, so they would have the same allowance as a place of worship under staff's recommendation.

Additionally, staff is recommending updates to Chapter 12 (Sign Regulations) of the UDC, to permit wall and monument signs for places of worship in various districts where places of worship would be permitted with staff's recommendation. Additionally, staff is recommending an update to sign allowances for buildings in the Downtown Commercial (C-D) District, when a façade facing a public street does not utilize a wall sign.

Staff requests that the Commissioners provide any additional feedback regarding the proposed updates relating to allowance of places of worship in City zoning districts and the proposed updates to sign regulations. Staff will collect final comments or feedback and incorporate them into a final version of these Articles, which would be presented to the City Council at the December 14, 2023 meeting for review, approval and adoption. Prior to presentation to the Governing Body, staff will provide a revised copy of the UDC to the City Attorney for review.



**PLANNING COMMISSION  
November 14, 2023 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 14, 2023. The meeting convened when Chairperson John Daley called the meeting to order at 7:00 PM.

**1. ROLL CALL**

Jeremy Little	present
Charlie Crooks	present
Adam Draskovich	absent
John Daley	present
Jordyn Mueller	present

With a quorum present, the meeting commenced.

Staff in attendance: Zachary Moore, Development Services Director  
Chris Clinton, Planning and Zoning Coordinator/Deputy City Clerk  
Ann Myles, Customer Service Representative II

**2. WELCOME** Chairperson Daley welcomed all in attendance to the meeting.

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

**CONSENT AGENDA**

**4.** Approve Minutes from the October 10, 2023 Planning Commission Meeting.

Commissioner Crooks moved to approve the Consent Agenda. The motion was seconded by Commissioner Little. The Consent Agenda was approved, 3-0.

**REGULAR AGENDA**

**5. DECLARATION**

Chairperson Daley asked the Commissioners to declare any correspondence they have received or communication they have had regarding the matters on the agenda. If they have received correspondence or have had any communication, he asked if it may influence their ability to impartially consider the agenda items.

The Commissioners did not have anything to declare at this time.

**BUSINESS REQUIRING ACTION**

**NEW BUSINESS**



6. **UDCA2023-03: AMENDMENTS TO ARTICLE 3 (AGRICULTURAL & RESIDENCE ZONING DISTRICTS), ARTICLE 4 (COMMERCIAL ZONING DISTRICTS), ARTICLE 5 (INDUSTRIAL ZONING DISTRICTS), ARTICLE 7 (CONDITIONAL USES), AND ARTICLE 12 (SIGN REGULATIONS)**

Chairperson Daley opened the public hearing. There were no comments made at this time. Commissioner Crooks moved to close the public hearing. The motion was seconded by Commissioner Mueller. The public hearing was closed, 3-0.

Mr. Zachary Moore, Development Services Director, addressed the Commission. He stated City staff are proposing updates to five (5) articles of the Unified Development Code (UDC), all zoning district articles, the Conditional Use article and the Sign Regulation article. He explained that during a recent development review application, staff identified that the UDC did not list churches or places of worship as a permitted use, either by right or Conditional Use in many districts. This is problematic because of a 2000 law called the Religious Land Use and Institutionalized Persons Act (RLUIPA). This law protects individuals, houses of worship, and other religious institutions from discrimination in zoning and landmarking laws. RLUIPA requires religious assemblies and institutions to be treated at least as well as nonreligious assemblies and institutions like schools and concert halls. Mr. Moore said that most cities have allowed churches or other places of worship in many, if not all, zoning districts, either by right or as a conditional use. City staff recommends allowing churches and places of worship in all residential districts, Downtown Commercial, C-D, General Commercial, C-1, General Industrial, I-G, and Heavy Industrial, I-H. In Heavy Service Commercial, C-2, Highway Service Commercial, C-3, Business Park, B-P, and Logistics Park, L-P, zoning districts, churches and places of worship, as well as other assembly uses are proposed as conditional uses. Planned Unit Development, PUD, was not included as those uses are determined at the time of conceptual plan and can encompass any use when applied for.

Commissioner Crooks stated a lot of churches like to hold services in a park at some point during the year and asked if that created a conflict with the zoning of the park. Mr. Moore replied that the City does not currently have a zoning district for parks and those services would be more of a special use and not create a zoning issue.

Daley stated he does not believe anyone will oppose those changes.

Mr. Moore stated that Article 12, Sign Regulations, also has proposed amendments. Currently, there are no allowances for wall signs for institutional uses in residential zoning districts. City staff is also proposing allowing parcels zoned C-D to have a wall sign on a façade that does not face public right-of-way in lieu of on a wall that does.

Chairperson Daley asked if the wall signs could be reviewed on a case-by-case basis. Mr. Moore replied it is difficult to review wall signs on a case-by-case basis and it is best to have regulations set firm so applicants know what kind and how many signs can be placed.

Commissioner Crooks inquired about the size of signs for churches. Mr. Moore answered that the current allowed sign is a 36 square foot monument sign. He stated that the regulations for commercial zoning designations or the Commission can create a different size.

Commissioner Crooks asked where the signs would be. Mr. Moore replied that a wall sign is attached to the building's façade.

Chairperson Daley stated he believes that the signs should not be illuminated in the downtown area. Mr. Moore stated signs may not be allowed to be illuminated, but the UDC will specify clearly.

Chairperson Daley said it would be best to have a wall sign be sized by the building façade, that way if the building is large, then the sign face would be larger. Mr. Moore explained that is how the UDC reads for other zoning designations and the new section can match it.

Ms. Shaunacee Wilkinson, 105 E McDonald, asked if a sign can project from the wall. Mr. Moore replied that is called a projecting sign and is not included in the staff's recommendation, but the Commission can include that if they want. Chairperson Daley inquired if a projecting sign has light. Mr. Moore answered that it might, depending on what is applied for. He added projecting signs are more typical on a downtown building and not on a thoroughfare and are currently allowed in the downtown area. Chairperson Daley asked if a projecting sign is permanent or temporary. Mr. Moore replied that a projecting sign would require a permit and is a permanent sign.

Chairperson Daley said he does not see a problem of adding a non-street facing façade wall sign clause but does see an issue with the illumination of the sign. Mr. Moore stated that the limitation of non-illuminated signs will be included.

Commissioner Mueller moved to recommend for approval of the proposed amendments for Articles 3, 4, 5, 7, and 12 to the Governing Body. Commissioner Little second the motion. The amendments were recommended for approval, 3-0.

## **7. FUTURE MEETING REMINDERS**

Chairperson Daley stated that the next regular sessions are scheduled for December 12, 2023; January 9, 2024; and February 13, 2024.

## **8. ANNOUNCEMENTS**

Councilmember Little stated he will not be in attendance for the December meeting.

## **9. ADJOURN**

Commissioner Crooks moved to adjourn the meeting. Commissioner Little seconded the motion. The meeting was adjourned at 7:16 PM, 3-0.

## ORDINANCE NO. 2152

### AN ORDINANCE AMENDING ARTICLE 3 OF THE UNIFIED DEVELOPMENT CODE OF THE CITY OF EDGERTON, KANSAS REGARDING PERMITTED USES WITHIN AGRICULTURAL, RESIDENTIAL, AND MANUFACTURED HOME PARK ZONING DISTRICTS AND REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT THEREWITH.

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

**SECTION 1.** Article 3, Section 3.1.D of the Edgerton Unified Development Code shall be amended to read as follows:

**D. Uses Permitted by Condition (Conditional Uses).** The following uses may be permitted with a conditional use permit obtained pursuant to the provisions of Article 7.

1. E.C.H.O. (Elderly Cottage Housing Opportunity) accessory residential design dwelling unit for care of family, elderly or disabled. The accessory residence may be a 16' or wider residential design manufactured dwelling unit, a site built accessory dwelling unit, or a slide-in manufactured ECHO unit, provided that such additional unit complies with the Sanitary Code.
2. Bed and Breakfast facility, subject to the provisions of Article 7.
3. Conversion or adaptation of existing non-residential buildings for office, crafts, hobbies, or studio.
4. Golf courses and clubhouses (except miniature golf courses, driving ranges and other similar activities operated as a business).
5. Public and private schools, and institutions of higher learning, including stadium and dormitories in conjunction, if located on the campus.
6. Communications towers over 60 feet in height, subject to the provisions of Article 7.
7. Airport or landing strip.
8. A commercial kennel or animal sanctuary, subject to the provisions of Article 7.
9. Quarries and mining extraction, subject to the provisions of Article 7.
10. Asphalt or concrete plant.
11. Oil and gas drilling.
12. Camps, travel trailer, or RV parks.
13. Attendant care homes, subject to the provisions of Article 7. Included in this category are the following types of operations as defined by the State of Kansas (See K.S.A. 39-923): Nursing facility, nursing facility for mental health, intermediate care facility for the mentally retarded, assisted living facility, residential health care facility, boarding care home and adult day care facility.
14. Child or elder care for six (6) persons or more, subject to the provisions of Article 7. Included in this category are the following types of day care operations as defined by the State of Kansas: family day care homes, licensed; group day care homes; child care centers and preschools. (See K.S.A. 65-517, K.A.R. 28-4-113, and K.A.R. 28-4-420)

**SECTION 2.** Article 3, Section 3.2.C of the Edgerton Unified Development Code shall be amended to read as follows:

**C. Permitted Uses.**

1. Single family detached residences.
2. Residential designed manufacture homes. (See definitions)
3. Child or elder day care homes for six persons, or less, subject to registration by the State of Kansas.
4. Places of worship and customary accessory residential uses.
5. Public parks and playgrounds.
6. Public administrative buildings, police and fire stations, public animal control facilities.
7. Public utilities; governmental office(s) and storage facilities; public water and sewer service facilities.
8. Home occupations, subject to the provisions of Article 9, Accessory Uses.
9. Accessory uses, subject to the provisions of Article 9, Accessory Uses.
10. Communications towers less than 60 feet in height.
11. Reserved for future amendments.

**SECTION 3.** Article 3, Section 3.2.D of the Edgerton Unified Development Code shall be amended to read as follows:

**D. Uses Permitted by Condition (Conditional Uses).** The following uses may be permitted with a conditional use permit obtained pursuant to the provisions of Article 7.

1. Bed and Breakfast facility, subject to the provisions of Article 7.
2. Golf courses and clubhouses (except miniature golf courses, driving ranges and other similar activities operated as a business).
3. Public and private schools, and institutions of higher learning, including stadium and dormitories in conjunction, if located on the campus.
4. E.C.H.O. (Elderly Cottage Housing Opportunity) accessory residential design dwelling unit for care of family, elderly or disabled. The accessory residence may be a site built accessory dwelling unit, or a slide-in manufactured ECHO unit.
5. Libraries and museums.
6. Hospitals and health clinics.
7. Communications towers over 60 feet in height, subject to the provisions of Article 7.
8. Quarries and mining extraction, subject to the provisions of Article 7.
9. Oil and gas drilling.
10. Attendant care homes, subject to the provisions of Article 7. Included in this category are the following types of operations as defined by the State of Kansas (See K.S.A. 39-923): Nursing facility, nursing facility for mental health, intermediate care facility for the mentally retarded, assisted living facility, residential health care facility, boarding care home and adult day care facility.
11. Child care for six (6) persons or more, subject to the provisions of Article 7. Included in this category are the following types of day care operations as defined by the State of Kansas: family day care homes, licensed; group day care homes; child care centers and preschools. (See K.S.A. 65-517, K.A.R. 28-4-113, and K.A.R. 28-4-420)

**SECTION 4.** Article 3, Section 3.6.C, of the Edgerton Unified Development Code shall be amended to read as follows:

**C. Permitted Uses.**

1. Manufactured homes built on or after July 1, 1976. However, nothing in this section shall preclude a home manufactured before this date from remaining in an existing park provided that it remains unaltered after the date of adoption of ordinance.
2. Place of worship and customary accessory residential uses.
3. Park, club or meeting facility.
4. Park operated laundry.
5. Sales offices.
6. Day care facilities.
7. Accessory uses, excluding garages, subject to the provisions of Article 9, Section 9.6B1, accessory uses, including decks, patios, storage buildings, and carports. Restrictions include: a limit of 3 total structures per lot, all structures must be temporary in nature, all storage buildings shall be single level with a maximum area of 120 square feet, no carport shall be constructed for more than 2 vehicles. (Ord. 808; 2006)

**SECTION 5.** REPEAL OF CONFLICTING ORDINANCES. All ordinances or sections of ordinances in conflict herewith are hereby repealed.

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

PASSED by the Council and APPROVED by the Mayor on this 14<sup>th</sup> Day of December, 2023

\_\_\_\_\_  
DONALD ROBERTS, Mayor

ATTEST:

\_\_\_\_\_  
ALEXANDRIA CLOWER, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
LEE W. HENDRICKS, City Attorney

## City Council Action Item

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**Council Meeting Date:** December 14, 2023

**Department:** Community Development

**Agenda Item: Consider Ordinance No. 2153 Amending Article 4 – Commercial Zoning Districts - Of The Unified Development Code Of The City Of Edgerton, Kansas And Repealing All Ordinances Or Parts Of Ordinances In Conflict Therewith**

**Background/Description of Item:**

The City of Edgerton's Unified Development Code (UDC) was adopted to encourage the most appropriate use of land and to ensure the logical and compatible growth of various districts within the City. The UDC is intended to implement the planning goals and policies contained in the Comprehensive Plan 2000-2020, other planning documents, and policies of the City Council and Planning Commission.

During a recent development review application, staff identified that there are several zoning districts in the City that do not permit places of worship either by right or with a Conditional Use Permit (CUP). Places of worship are uses that generally fit in most districts, either by-right or with a Conditional Use Permit.

Additionally, in 2000, a law was passed called Religious Land Use and Institutionalized Persons Act of 2000 (RLUIPA), that protects individuals, houses of worship, and other religious institutions from discrimination in zoning and landmarking laws. RLUIPA requires religious assemblies and institutions to be treated at least as well as nonreligious assemblies and institutions. In zoning, this can be addressed by which districts they are permitted in, as well as other development standards, such as setbacks or sign regulations.

Article 4 of the UDC includes zoning district standards for commercial zoning districts (C-D, C-1, C-2, and C-3), and includes permitted uses and development standards for these districts. Staff is proposing to update these districts to permit places of worship by right in the C-D and C-1 Districts, and with a Conditional Use Permit in the C-2 and C-3 Districts.

The enclosed draft ordinance has been reviewed by the City Attorney and staff recommends approval of the UDC Amendments to Chapter 4.

A public hearing was held at the November 14 Planning Commission meeting where the Planning Commission recommended approval of the amendments to Article 4 with a 3-0 vote.

**Related Ordinance(s) or Statue(s):** Edgerton UDC Article 4

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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. 2153 Amending Article 4 – Commercial Zoning Districts - Of The Unified Development Code Of The City Of Edgerton, Kansas And Repealing All Ordinances Or Parts Of Ordinances In Conflict Therewith**

**Enclosed:** Planning Commission Memo – November 14, 2023 Meeting  
Planning Commission Minutes – November 14, 2023 Meeting  
DRAFT Ordinance 2153

**Prepared by:** Zachary Moore, Development Services Director



**MEMORANDUM**

Date: November 14, 2023

To: City of Edgerton Planning Commission

From: Zachary Moore, Development Services Director

Re: Public Hearing for UDCA2023-03 For Amendments to Articles 3 (Agricultural & Residence Zoning Districts), 4 (Commercial Zoning Districts), 5 (Industrial Zoning Districts), 7 (Conditional Uses), & 12 (Sign Regulations) of the Edgerton Unified Development Code

During a recent development review application, staff noticed that the Unified Development Code (UDC) did not list 'places of worship' as a permitted use, either by-right or with a Conditional Use Permit in several districts. Places of worship are uses that generally fit in most districts, either by-right or with a Conditional Use Permit

In 2000, a law was passed called the Religious Land Use and Institutionalized Persons Act of 2000 (RLUIPA), that protects individuals, houses of worship, and other religious institutions from discrimination in zoning and landmarking laws. RLUIPA requires religious assemblies and institutions to be treated at least as well as nonreligious assemblies and institutions. In zoning, this can be addressed by which districts there are permitted in, as well as other development standards, such as setbacks or sign regulations.

The updates proposed by staff tonight will permit places of worship as a land use in all districts, either by-right or with a Conditional Use Permit. The table provided below shows the proposed allowance for places of worship in each of the 14 City zoning districts to ensure compliance with RLUIPA. For the B-P and L-P Districts, staff is proposing to reclassify other nonreligious assembly uses as requiring a Conditional Use Permit, so they would have the same allowance as a place of worship under staff's recommendation.

Additionally, staff is recommending updates to Chapter 12 (Sign Regulations) of the UDC, to permit wall and monument signs for places of worship in various districts where places of worship would be permitted with staff's recommendation. Additionally, staff is recommending an update to sign allowances for buildings in the Downtown Commercial (C-D) District, when a façade facing a public street does not utilize a wall sign.

Staff requests that the Commissioners provide any additional feedback regarding the proposed updates relating to allowance of places of worship in City zoning districts and the proposed updates to sign regulations. Staff will collect final comments or feedback and incorporate them into a final version of these Articles, which would be presented to the City Council at the December 14, 2023 meeting for review, approval and adoption. Prior to presentation to the Governing Body, staff will provide a revised copy of the UDC to the City Attorney for review.





**PLANNING COMMISSION  
November 14, 2023 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 14, 2023. The meeting convened when Chairperson John Daley called the meeting to order at 7:00 PM.

**1. ROLL CALL**

Jeremy Little	present
Charlie Crooks	present
Adam Draskovich	absent
John Daley	present
Jordyn Mueller	present

With a quorum present, the meeting commenced.

Staff in attendance: Zachary Moore, Development Services Director  
Chris Clinton, Planning and Zoning Coordinator/Deputy City Clerk  
Ann Myles, Customer Service Representative II

**2. WELCOME** Chairperson Daley welcomed all in attendance to the meeting.

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

**CONSENT AGENDA**

**4.** Approve Minutes from the October 10, 2023 Planning Commission Meeting.

Commissioner Crooks moved to approve the Consent Agenda. The motion was seconded by Commissioner Little. The Consent Agenda was approved, 3-0.

**REGULAR AGENDA**

**5. DECLARATION**

Chairperson Daley asked the Commissioners to declare any correspondence they have received or communication they have had regarding the matters on the agenda. If they have received correspondence or have had any communication, he asked if it may influence their ability to impartially consider the agenda items.

The Commissioners did not have anything to declare at this time.

**BUSINESS REQUIRING ACTION**

**NEW BUSINESS**

6. **UDCA2023-03: AMENDMENTS TO ARTICLE 3 (AGRICULTURAL & RESIDENCE ZONING DISTRICTS), ARTICLE 4 (COMMERCIAL ZONING DISTRICTS), ARTICLE 5 (INDUSTRIAL ZONING DISTRICTS), ARTICLE 7 (CONDITIONAL USES), AND ARTICLE 12 (SIGN REGULATIONS)**

Chairperson Daley opened the public hearing. There were no comments made at this time. Commissioner Crooks moved to close the public hearing. The motion was seconded by Commissioner Mueller. The public hearing was closed, 3-0.

Mr. Zachary Moore, Development Services Director, addressed the Commission. He stated City staff are proposing updates to five (5) articles of the Unified Development Code (UDC), all zoning district articles, the Conditional Use article and the Sign Regulation article. He explained that during a recent development review application, staff identified that the UDC did not list churches or places of worship as a permitted use, either by right or Conditional Use in many districts. This is problematic because of a 2000 law called the Religious Land Use and Institutionalized Persons Act (RLUIPA). This law protects individuals, houses of worship, and other religious institutions from discrimination in zoning and landmarking laws. RLUIPA requires religious assemblies and institutions to be treated at least as well as nonreligious assemblies and institutions like schools and concert halls. Mr. Moore said that most cities have allowed churches or other places of worship in many, if not all, zoning districts, either by right or as a conditional use. City staff recommends allowing churches and places of worship in all residential districts, Downtown Commercial, C-D, General Commercial, C-1, General Industrial, I-G, and Heavy Industrial, I-H. In Heavy Service Commercial, C-2, Highway Service Commercial, C-3, Business Park, B-P, and Logistics Park, L-P, zoning districts, churches and places of worship, as well as other assembly uses are proposed as conditional uses. Planned Unit Development, PUD, was not included as those uses are determined at the time of conceptual plan and can encompass any use when applied for.

Commissioner Crooks stated a lot of churches like to hold services in a park at some point during the year and asked if that created a conflict with the zoning of the park. Mr. Moore replied that the City does not currently have a zoning district for parks and those services would be more of a special use and not create a zoning issue.

Daley stated he does not believe anyone will oppose those changes.

Mr. Moore stated that Article 12, Sign Regulations, also has proposed amendments. Currently, there are no allowances for wall signs for institutional uses in residential zoning districts. City staff is also proposing allowing parcels zoned C-D to have a wall sign on a façade that does not face public right-of-way in lieu of on a wall that does.

Chairperson Daley asked if the wall signs could be reviewed on a case-by-case basis. Mr. Moore replied it is difficult to review wall signs on a case-by-case basis and it is best to have regulations set firm so applicants know what kind and how many signs can be placed.

Commissioner Crooks inquired about the size of signs for churches. Mr. Moore answered that the current allowed sign is a 36 square foot monument sign. He stated that the regulations for commercial zoning designations or the Commission can create a different size.

Commissioner Crooks asked where the signs would be. Mr. Moore replied that a wall sign is attached to the building's façade.

Chairperson Daley stated he believes that the signs should not be illuminated in the downtown area. Mr. Moore stated signs may not be allowed to be illuminated, but the UDC will specify clearly.

Chairperson Daley said it would be best to have a wall sign be sized by the building façade, that way if the building is large, then the sign face would be larger. Mr. Moore explained that is how the UDC reads for other zoning designations and the new section can match it.

Ms. Shaunacee Wilkinson, 105 E McDonald, asked if a sign can project from the wall. Mr. Moore replied that is called a projecting sign and is not included in the staff's recommendation, but the Commission can include that if they want. Chairperson Daley inquired if a projecting sign has light. Mr. Moore answered that it might, depending on what is applied for. He added projecting signs are more typical on a downtown building and not on a thoroughfare and are currently allowed in the downtown area. Chairperson Daley asked if a projecting sign is permanent or temporary. Mr. Moore replied that a projecting sign would require a permit and is a permanent sign.

Chairperson Daley said he does not see a problem of adding a non-street facing façade wall sign clause but does see an issue with the illumination of the sign. Mr. Moore stated that the limitation of non-illuminated signs will be included.

Commissioner Mueller moved to recommend for approval of the proposed amendments for Articles 3, 4, 5, 7, and 12 to the Governing Body. Commissioner Little second the motion. The amendments were recommended for approval, 3-0.

## **7. FUTURE MEETING REMINDERS**

Chairperson Daley stated that the next regular sessions are scheduled for December 12, 2023; January 9, 2024; and February 13, 2024.

## **8. ANNOUNCEMENTS**

Councilmember Little stated he will not be in attendance for the December meeting.

## **9. ADJOURN**

Commissioner Crooks moved to adjourn the meeting. Commissioner Little seconded the motion. The meeting was adjourned at 7:16 PM, 3-0.

## **ORDINANCE NO. 2153**

### **AN ORDINANCE AMENDING ARTICLE 4 OF THE UNIFIED DEVELOPMENT CODE OF THE CITY OF EDGERTON, KANSAS REGARDING PERMITTED USES WITHIN C-2 AND C-3 ZONING DISTRICTS AND REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT THEREWITH.**

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

**SECTION 1.** Article 4, Section 4.3.C of the Edgerton Unified Development Code shall be amended to read as follows:

**C. Permitted Uses.**

1. All uses permitted by right or condition in the C-1 District except for churches and places of worship.
2. Automotive service/maintenance centers, all operations fully contained.
3. Car/Truck wash, fully enclosed.
4. Discount Department Store, indoor operations only.
5. Fuel Stations with fully enclosed car/truck wash operations.
6. Grocery stores.
7. Motels/hotels with meeting facilities.
8. Truck stops/travel plazas.
9. Vehicle showroom, indoor display only.

**SECTION 2.** Article 4, Section 4.3.D of the Edgerton Unified Development Code shall be amended to read as follows:

**D. Uses Permitted by Condition (Conditional Uses).** The following uses may be permitted with a conditional use permit obtained pursuant to the provisions of Article 7 of the Unified Development Code.

1. Churches or places of worship.
2. Interstate Pole Sign.
3. Wireless facilities.
4. Wireless support structures.
5. Adult entertainment – sexually oriented businesses.

**SECTION 3.** Article 4, Section 4.4.D of the Edgerton Unified Development Code shall be amended to read as follows:

**D. Uses Permitted by Condition (Conditional Uses).** The following uses may be permitted with a Conditional Use Permit obtained pursuant to the provisions of Article 7 of the Unified Development Code.

1. Wireless facilities.
2. Wireless support structures.
3. Campgrounds
4. Churches or places of worship
5. Outdoor amusement establishments such as miniature golf, driving ranges, pitch and put courses amusement parks and other similar establishments.

6. Interstate Pole signs.
7. Motor vehicle repair, general.
8. Outdoor display and sales of merchandise and equipment.

**SECTION 4. REPEAL OF CONFLICTING ORDINANCES.** All ordinances or sections of ordinances in conflict herewith are hereby repealed.

**SECTION 5. EFFECTIVE DATE.** This ordinance shall take effect and be in force from and after its approval and publication once in the City's official paper.

PASSED by the Council and APPROVED by the Mayor on this 14<sup>th</sup> Day of December, 2023

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DONALD ROBERTS, Mayor

ATTEST:

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ALEXANDRIA CLOWER, City Clerk

APPROVED AS TO FORM:

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LEE W. HENDRICKS, City Attorney

## City Council Action Item

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**Council Meeting Date:** December 14, 2023

**Department:** Community Development

### **Agenda Item: Consider Ordinance No. 2154 Amending Article 5 – Industrial Zoning Districts - Of The Unified Development Code Of The City Of Edgerton, Kansas And Repealing All Ordinances Or Parts Of Ordinances In Conflict Therewith**

**Background/Description of Item:**

The City of Edgerton's Unified Development Code (UDC) was adopted to encourage the most appropriate use of land and to ensure the logical and compatible growth of various districts within the City. The UDC is intended to implement the planning goals and policies contained in the Comprehensive Plan 2000-2020, other planning documents, and policies of the City Council and Planning Commission.

During a recent development review application, staff identified that there are several zoning districts in the City that do not permit places of worship either by right or with a Conditional Use Permit (CUP). Places of worship are uses that generally fit in most districts, either by-right or with a Conditional Use Permit.

Additionally, in 2000, a law was passed called Religious Land Use and Institutionalized Persons Act of 2000 (RLUIPA), that protects individuals, houses of worship, and other religious institutions from discrimination in zoning and landmarking laws. RLUIPA requires religious assemblies and institutions to be treated at least as well as nonreligious assemblies and institutions. In zoning, this can be addressed by which districts they are permitted in, as well as other development standards, such as setbacks or sign regulations.

Article 5 of the UDC includes zoning district standards for the B-P, L-P, I-G, and I-H zoning districts, and includes permitted uses and development standards for these districts. Staff is proposing to update these districts to permit places of worship by right in the I-G and I-H Districts, and with a Conditional Use Permit in the B-P and L-P Districts.

The enclosed draft ordinance has been reviewed by the City Attorney, and staff recommends approval of the UDC Amendments to Article 5.

A public hearing was held at the November 14 Planning Commission meeting where the Planning Commission recommended approval of the amendments to Article 5 with a 3-0 vote.

**Related Ordinance(s) or Statue(s):** Edgerton UDC Article 5

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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. 2154 Amending Article 5 – Industrial Zoning Districts - Of The Unified Development Code Of The City Of Edgerton, Kansas And Repealing All Ordinances Or Parts Of Ordinances In Conflict Therewith**

**Enclosed:** Planning Commission Memo – November 14, 2023 Meeting  
Planning Commission Minutes – November 14, 2023 Meeting  
DRAFT Ordinance 2154

**Prepared by:** Zachary Moore, Development Services Director



## MEMORANDUM

Date: November 14, 2023

To: City of Edgerton Planning Commission

From: Zachary Moore, Development Services Director

Re: Public Hearing for UDCA2023-03 For Amendments to Articles 3 (Agricultural & Residence Zoning Districts), 4 (Commercial Zoning Districts), 5 (Industrial Zoning Districts), 7 (Conditional Uses), & 12 (Sign Regulations) of the Edgerton Unified Development Code

During a recent development review application, staff noticed that the Unified Development Code (UDC) did not list 'places of worship' as a permitted use, either by-right or with a Conditional Use Permit in several districts. Places of worship are uses that generally fit in most districts, either by-right or with a Conditional Use Permit

In 2000, a law was passed called the Religious Land Use and Institutionalized Persons Act of 2000 (RLUIPA), that protects individuals, houses of worship, and other religious institutions from discrimination in zoning and landmarking laws. RLUIPA requires religious assemblies and institutions to be treated at least as well as nonreligious assemblies and institutions. In zoning, this can be addressed by which districts there are permitted in, as well as other development standards, such as setbacks or sign regulations.

The updates proposed by staff tonight will permit places of worship as a land use in all districts, either by-right or with a Conditional Use Permit. The table provided below shows the proposed allowance for places of worship in each of the 14 City zoning districts to ensure compliance with RLUIPA. For the B-P and L-P Districts, staff is proposing to reclassify other nonreligious assembly uses as requiring a Conditional Use Permit, so they would have the same allowance as a place of worship under staff's recommendation.

Additionally, staff is recommending updates to Chapter 12 (Sign Regulations) of the UDC, to permit wall and monument signs for places of worship in various districts where places of worship would be permitted with staff's recommendation. Additionally, staff is recommending an update to sign allowances for buildings in the Downtown Commercial (C-D) District, when a façade facing a public street does not utilize a wall sign.

Staff requests that the Commissioners provide any additional feedback regarding the proposed updates relating to allowance of places of worship in City zoning districts and the proposed updates to sign regulations. Staff will collect final comments or feedback and incorporate them into a final version of these Articles, which would be presented to the City Council at the December 14, 2023 meeting for review, approval and adoption. Prior to presentation to the Governing Body, staff will provide a revised copy of the UDC to the City Attorney for review.



**PLANNING COMMISSION  
November 14, 2023 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 14, 2023. The meeting convened when Chairperson John Daley called the meeting to order at 7:00 PM.

**1. ROLL CALL**

Jeremy Little	present
Charlie Crooks	present
Adam Draskovich	absent
John Daley	present
Jordyn Mueller	present

With a quorum present, the meeting commenced.

Staff in attendance: Zachary Moore, Development Services Director  
Chris Clinton, Planning and Zoning Coordinator/Deputy City Clerk  
Ann Myles, Customer Service Representative II

**2. WELCOME** Chairperson Daley welcomed all in attendance to the meeting.

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

**CONSENT AGENDA**

**4.** Approve Minutes from the October 10, 2023 Planning Commission Meeting.

Commissioner Crooks moved to approve the Consent Agenda. The motion was seconded by Commissioner Little. The Consent Agenda was approved, 3-0.

**REGULAR AGENDA**

**5. DECLARATION**

Chairperson Daley asked the Commissioners to declare any correspondence they have received or communication they have had regarding the matters on the agenda. If they have received correspondence or have had any communication, he asked if it may influence their ability to impartially consider the agenda items.

The Commissioners did not have anything to declare at this time.

**BUSINESS REQUIRING ACTION**

**NEW BUSINESS**

6. **UDCA2023-03: AMENDMENTS TO ARTICLE 3 (AGRICULTURAL & RESIDENCE ZONING DISTRICTS), ARTICLE 4 (COMMERCIAL ZONING DISTRICTS), ARTICLE 5 (INDUSTRIAL ZONING DISTRICTS), ARTICLE 7 (CONDITIONAL USES), AND ARTICLE 12 (SIGN REGULATIONS)**

Chairperson Daley opened the public hearing. There were no comments made at this time. Commissioner Crooks moved to close the public hearing. The motion was seconded by Commissioner Mueller. The public hearing was closed, 3-0.

Mr. Zachary Moore, Development Services Director, addressed the Commission. He stated City staff are proposing updates to five (5) articles of the Unified Development Code (UDC), all zoning district articles, the Conditional Use article and the Sign Regulation article. He explained that during a recent development review application, staff identified that the UDC did not list churches or places of worship as a permitted use, either by right or Conditional Use in many districts. This is problematic because of a 2000 law called the Religious Land Use and Institutionalized Persons Act (RLUIPA). This law protects individuals, houses of worship, and other religious institutions from discrimination in zoning and landmarking laws. RLUIPA requires religious assemblies and institutions to be treated at least as well as nonreligious assemblies and institutions like schools and concert halls. Mr. Moore said that most cities have allowed churches or other places of worship in many, if not all, zoning districts, either by right or as a conditional use. City staff recommends allowing churches and places of worship in all residential districts, Downtown Commercial, C-D, General Commercial, C-1, General Industrial, I-G, and Heavy Industrial, I-H. In Heavy Service Commercial, C-2, Highway Service Commercial, C-3, Business Park, B-P, and Logistics Park, L-P, zoning districts, churches and places of worship, as well as other assembly uses are proposed as conditional uses. Planned Unit Development, PUD, was not included as those uses are determined at the time of conceptual plan and can encompass any use when applied for.

Commissioner Crooks stated a lot of churches like to hold services in a park at some point during the year and asked if that created a conflict with the zoning of the park. Mr. Moore replied that the City does not currently have a zoning district for parks and those services would be more of a special use and not create a zoning issue.

Daley stated he does not believe anyone will oppose those changes.

Mr. Moore stated that Article 12, Sign Regulations, also has proposed amendments. Currently, there are no allowances for wall signs for institutional uses in residential zoning districts. City staff is also proposing allowing parcels zoned C-D to have a wall sign on a façade that does not face public right-of-way in lieu of on a wall that does.

Chairperson Daley asked if the wall signs could be reviewed on a case-by-case basis. Mr. Moore replied it is difficult to review wall signs on a case-by-case basis and it is best to have regulations set firm so applicants know what kind and how many signs can be placed.

Commissioner Crooks inquired about the size of signs for churches. Mr. Moore answered that the current allowed sign is a 36 square foot monument sign. He stated that the regulations for commercial zoning designations or the Commission can create a different size.

Commissioner Crooks asked where the signs would be. Mr. Moore replied that a wall sign is attached to the building's façade.

Chairperson Daley stated he believes that the signs should not be illuminated in the downtown area. Mr. Moore stated signs may not be allowed to be illuminated, but the UDC will specify clearly.

Chairperson Daley said it would be best to have a wall sign be sized by the building façade, that way if the building is large, then the sign face would be larger. Mr. Moore explained that is how the UDC reads for other zoning designations and the new section can match it.

Ms. Shaunacee Wilkinson, 105 E McDonald, asked if a sign can project from the wall. Mr. Moore replied that is called a projecting sign and is not included in the staff's recommendation, but the Commission can include that if they want. Chairperson Daley inquired if a projecting sign has light. Mr. Moore answered that it might, depending on what is applied for. He added projecting signs are more typical on a downtown building and not on a thoroughfare and are currently allowed in the downtown area. Chairperson Daley asked if a projecting sign is permanent or temporary. Mr. Moore replied that a projecting sign would require a permit and is a permanent sign.

Chairperson Daley said he does not see a problem of adding a non-street facing façade wall sign clause but does see an issue with the illumination of the sign. Mr. Moore stated that the limitation of non-illuminated signs will be included.

Commissioner Mueller moved to recommend for approval of the proposed amendments for Articles 3, 4, 5, 7, and 12 to the Governing Body. Commissioner Little second the motion. The amendments were recommended for approval, 3-0.

## **7. FUTURE MEETING REMINDERS**

Chairperson Daley stated that the next regular sessions are scheduled for December 12, 2023; January 9, 2024; and February 13, 2024.

## **8. ANNOUNCEMENTS**

Councilmember Little stated he will not be in attendance for the December meeting.

## **9. ADJOURN**

Commissioner Crooks moved to adjourn the meeting. Commissioner Little seconded the motion. The meeting was adjourned at 7:16 PM, 3-0.

## **ORDINANCE NO. 2154**

### **AN ORDINANCE AMENDING ARTICLE 5 OF THE UNIFIED DEVELOPMENT CODE OF THE CITY OF EDGERTON, KANSAS REGARDING PERMITTED USES WITHIN BUSINESS PARK, LOGISTICS PARK, GENERAL INDUSTRIAL, AND HEAVY INDUSTRY ZONING DISTRICTS AND REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT THEREWITH.**

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

**SECTION 1.** Article 5, Section 5.1.D of the Edgerton Unified Development Code shall be amended to read as follows:

**D. Uses Permitted by Condition (Conditional Uses).** The following uses may be permitted with a conditional use permit obtained pursuant to the provisions of Article 7.

1. Churches and places of worship.
2. Communication transmission towers over sixty (60) feet, subject to the provisions in Article 7.

**SECTION 2.** Article 5, Section 5.2.F of the Edgerton Unified Development Code shall be amended to read as follows:

**F. Uses Permitted by Condition (Conditional Uses).** The following uses may be permitted with a conditional use permit obtained pursuant to the provisions of Article 7.

1. Churches and places of worship.
2. Communication transmission towers over sixty (60) feet, subject to the provisions in Article 7.
3. Truck stops with fuel and accessory services;
4. Private or public owned playgrounds, playfields, and recreational facilities (e.g. public or private golf courses, tennis or other courts, and swimming pools) open for public or commercial use;
5. Auditoriums, convention centers, and conference facilities
6. Colleges and universities.
7. Transportation storage and trucking yards.
8. Cargo container storage, repair or maintenance.

**SECTION 3.** Article 5, Section 5.3.C of the Edgerton Unified Development Code shall be amended to read as follows:

**C. Permitted Uses.** The following uses shall be permitted within I-G-General Industrial District.

1. Automotive repair and service.
2. Auction yards and auction houses.
3. Bottling works; food and beverage packaging.
4. Bus storage buildings or lots.
5. Building construction trades.
6. Churches and places of worship
7. Fabrication and assembly, building materials.

8. Distribution center; freight.
9. Manufacturing, limited.
10. Warehouse and processing, limited.
11. Laundry, cleaning and dyeing works.
12. Sign shops and service.
13. Printing and publishing; paper products.
14. Research facility.
15. Any other industries or businesses that are in keeping with the intent of the district and are compatible with the permitted uses.
16. Accessory Uses

**SECTION 4.** Article 5, Section 5.4.B, of the Edgerton Unified Development Code shall be amended to read as follows:

**B. Uses Permitted.** The following uses shall be permitted in the I-H, Heavy Industrial District:

1. Agricultural storage and processing facilities, including elevators and dehydrators.
2. Churches and places of worship.
3. Sale and bulk storage of agricultural fuels, feed, fertilizers, and pesticides.
4. Asphalt, cement plants.
5. Heavy construction trades.
6. Manufacture and processing of chemicals.
7. Pottery and porcelain products (bulk manufacturing).
8. Public safety services.
9. Public utilities or facilities.
10. Scrap metal storage yard.
11. Stone products.
12. Transfer station, solid waste.
13. Wire rope and cable.
14. Any manufacture, processing, or fabrication activity that involves substantial heat, light, and glare from welding, pressing, stamping, food preparation, assembly lines, or excessive noise from moving, machinery, or assembly.
15. Any other use similar in character to the above as approved by the Planning Commission.

**SECTION 5. REPEAL OF CONFLICTING ORDINANCES.** All ordinances or sections of ordinances in conflict herewith are hereby repealed.

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

PASSED by the Council and APPROVED by the Mayor on this 14<sup>th</sup> Day of December, 2023

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DONALD ROBERTS, Mayor

ATTEST:

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ALEXANDRIA CLOWER, City Clerk

APPROVED AS TO FORM:

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LEE W. HENDRICKS, City Attorney

## City Council Action Item

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**Council Meeting Date:** December 14, 2023

**Department:** Community Development

### **Agenda Item: Consider Ordinance No. 2155 Amending Article 7 – Conditional Uses - Of The Unified Development Code Of The City Of Edgerton, Kansas And Repealing All Ordinances Or Parts Of Ordinances In Conflict Therewith**

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

The City of Edgerton's Unified Development Code (UDC) was adopted to encourage the most appropriate use of land and to ensure the logical and compatible growth of various districts within the City. The UDC is intended to implement the planning goals and policies contained in the Comprehensive Plan 2000-2020, other planning documents, and policies of the City Council and Planning Commission.

During a recent development review application, staff identified that there are several zoning districts in the City that do not permit places of worship either by right or with a Conditional Use Permit (CUP). Places of worship are uses that generally fit in most districts, either by-right or with a Conditional Use Permit.

Additionally, in 2000, a law was passed called Religious Land Use and Institutionalized Persons Act of 2000 (RLUIPA), that protects individuals, houses of worship, and other religious institutions from discrimination in zoning and landmarking laws. RLUIPA requires religious assemblies and institutions to be treated at least as well as nonreligious assemblies and institutions. In zoning, this can be addressed by which districts they are permitted in, as well as other development standards, such as setbacks or sign regulations.

Article 7 of the UDC includes specific criteria for Conditional Uses, including which districts they can be located in as well as conditions that some specific Conditional Uses must comply with to operate in each district. Staff's recommended revisions to Article 7 align with the proposed updates to Articles 4 & 5 that are also included on this agenda. Churches or places of worship will be added as Conditional Uses to the C-2, C-3, B-P, and L-P Districts, therefore requiring an update to Article 7, if approved.

The enclosed draft ordinance has been reviewed by the City Attorney, and Staff recommends approval of the UDC Amendments to Chapter 7.

A public hearing was held at the November 14 Planning Commission meeting where the Planning Commission recommended approval of the amendments to Article 7 with a 3-0 vote.

**Related Ordinance(s) or Statue(s):** Edgerton 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. 2155 Amending Article 7 – Conditional Uses - Of The Unified Development Code Of The City Of Edgerton, Kansas And Repealing All Ordinances Or Parts Of Ordinances In Conflict Therewith**

**Enclosed:** Planning Commission Memo – November 14, 2023 Meeting  
Planning Commission Minutes – November 14, 2023 Meeting  
DRAFT Ordinance 2155

**Prepared by:** Zachary Moore, Development Services Director





## MEMORANDUM

Date: November 14, 2023

To: City of Edgerton Planning Commission

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Chairperson Daley said he does not see a problem of adding a non-street facing façade wall sign clause but does see an issue with the illumination of the sign. Mr. Moore stated that the limitation of non-illuminated signs will be included.

Commissioner Mueller moved to recommend for approval of the proposed amendments for Articles 3, 4, 5, 7, and 12 to the Governing Body. Commissioner Little second the motion. The amendments were recommended for approval, 3-0.

## **7. FUTURE MEETING REMINDERS**

Chairperson Daley stated that the next regular sessions are scheduled for December 12, 2023; January 9, 2024; and February 13, 2024.

## **8. ANNOUNCEMENTS**

Councilmember Little stated he will not be in attendance for the December meeting.

## **9. ADJOURN**

Commissioner Crooks moved to adjourn the meeting. Commissioner Little seconded the motion. The meeting was adjourned at 7:16 PM, 3-0.

## ORDINANCE NO. 2155

### AN ORDINANCE AMENDING ARTICLE 7 OF THE UNIFIED DEVELOPMENT CODE OF THE CITY OF EDGERTON, KANSAS REGARDING SPECIFIC DISTRICT REQUIREMENTS FOR CONDITIONAL USES AND REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT THEREWITH.

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

**SECTION 1.** Article 7, Section 7.2.B of the Edgerton Unified Development Code shall be amended to read as follows:

#### **B. R-1, Single Family Residences District**

1. Bed and Breakfast facility.
  - a. Conditions listed in 7.1 (C) above.
  - b. No more than four (4) units for rent.
  - c. Proprietor must reside on the premises.
  - d. Food service shall be limited to a breakfast meal.
  - e. No change or adaptation to the exterior of the structure that would alter the residential appearance shall be permitted.
  - f. Advertising is limited to one monument sign which is subject to the limitations of Article 12 related to "Home Based Businesses."
2. Golf courses and clubhouses (except miniature golf courses, driving ranges and other similar activities operated as a business).
3. Public and private schools, and institutions of higher learning, including stadiums and dormitories in conjunction, if located on the campus.
4. E.C.H.O. (Elderly Cottage Housing Opportunity) accessory residential design dwelling unit for care of family, elderly or disabled. The accessory residence may be a site built accessory dwelling unit, or a slide-in manufactured ECHO unit.
5. Libraries and museums.
6. Hospitals and health clinics.
7. Communications towers over 60 feet in height.
  - a. Facility must not be located in an area used or planned for residential purposes.
  - b. 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.
  - c. 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.
  - d. 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.
  - e. Submission of an acceptable agreement to remove the tower and or antenna within 180 days after cessation of use.
8. Quarries and mining extraction.
  - a. Facility must be located a minimum of 1,000 feet from the nearest residence.

- b. The road network must be capable of supporting the anticipated truck traffic.
- 9. Oil and gas drilling.
- 10. Attendant care homes. Included in this category are the following types of operations as defined by the State of Kansas (See K.S.A. 39-923): Nursing facility, nursing facility for mental health, intermediate care facility for people with intellectual disability, assisted living facility, residential health care facility, boarding care home and adult day care facility.
  - a. For In Home Elder Care Facilities, the following conditions apply:
    - 1. Approved state operating permit.
    - 2. No more than 12 children and two supervisors may be employed on the premises.
    - 3. The operation must be located in a safe and convenient area that will facilitate the delivery of and pickup of clients.
- 11. Child care for six (6) persons or more. Included in this category are the following types of day care operations as defined by the State of Kansas: family day care homes, licensed; group day care homes; child care centers and preschools. (See K.S.A. 65-517, K.A.R. 28-4-113, and K.A.R. 28-4-420)
  - a. For In Home Child Care Facilities, the following conditions apply:
    - 1. Approved state operating permit.
    - 2. No more than 12 children and two supervisors may be employed on the premises.
    - 3. The operation must be located in a safe and convenient area that will facilitate the delivery of and pickup of clients.

**SECTION 2.** Article 7, Section 7.2.C of the Edgerton Unified Development Code shall be amended to read as follows:

**C. Two Family Residence District**

- 1. Bed and Breakfast facility.
  - a. Conditions listed in 7.1 (C) above.
  - b. No more than four (4) units for rent.
  - c. Proprietor must reside on the premises.
  - d. Food service shall be limited to a breakfast meal.
  - e. No change or adaptation to the exterior of the structure that would alter the residential appearance shall be permitted.
  - f. Advertising is limited to one monument sign which is subject to the limitations of Article 12 related to "Home Based Businesses."
- 2. Golf courses and clubhouses (except miniature golf courses, driving ranges and other similar activities operated as a business).
- 3. Public and private schools, and institutions of higher learning, including stadiums and dormitories in conjunction, if located on the campus.
- 4. E.C.H.O. (Elderly Cottage Housing Opportunity) accessory residential design dwelling unit for care of family, elderly or disabled. The accessory residence may be a site built accessory dwelling unit, or a slide-in manufactured ECHO unit.
- 5. Libraries and museums.
- 6. Hospitals and health clinics.
- 7. Communications towers over 60 feet in height.
  - a. Facility must not be located in an area used or planned for residential purposes.

- b. 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.
  - c. 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.
  - d. 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.
  - e. Submission of an acceptable agreement to remove the tower and or antenna within 180 days after cessation of use.
8. Quarries and mining extraction.
- a. Facility must be located a minimum of 1,000 feet from the nearest residence.
  - b. The road network must be capable of supporting the anticipated truck traffic.
9. Oil and gas drilling.
10. Attendant care homes. Included in this category are the following types of operations as defined by the State of Kansas (See K.S.A. 39-923): Nursing facility, nursing facility for mental health, intermediate care facility for people with intellectual disability, assisted living facility, residential health care facility, boarding care home and adult day care facility.
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    - 1. Approved state operating permit.
    - 2. No more than 12 children and two supervisors may be employed on the premises.
    - 3. The operation must be located in a safe and convenient area that will facilitate the delivery of and pickup of clients.

**SECTION 3.** Article 7, Section 7.2.D of the Edgerton Unified Development Code shall be amended to read as follows:

**D. R-3, Multi-Family Zoning District**

- 1. Places of worship and customary accessory residential uses.
- 2. Bed and Breakfast facility.
  - a. Conditions listed in 7.1 (C) above.
  - b. No more than four (4) units for rent.
  - c. Proprietor must reside on the premises.

- d. Food service shall be limited to a breakfast meal.
  - e. No change or adaptation to the exterior of the structure that would alter the residential appearance shall be permitted.
  - f. Advertising is limited to one monument sign which is subject to the limitations of Article 12 related to "Home Based Businesses."
- 3. Golf courses and clubhouses (except miniature golf courses, driving ranges and other similar activities operated as a business).
- 4. Public and private schools, and institutions of higher learning, including stadiums and dormitories in conjunction, if located on the campus.
- 5. E.C.H.O. (Elderly Cottage Housing Opportunity) accessory residential design dwelling unit for care of family, elderly or disabled. The accessory residence may be a site built accessory dwelling unit, or a slide-in manufactured ECHO unit.
- 6. Libraries and museums.
- 7. Hospitals and health clinics.
- 8. Communications towers over 60 feet in height.
  - a. Facility must not be located in an area used or planned for residential purposes.
  - b. 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.
  - c. 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.
  - d. 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.
  - e. Submission of an acceptable agreement to remove the tower and or antenna within 180 days after cessation of use.
- 9. Quarries and mining extraction.
  - a. Facility must be located a minimum of 1,000 feet from the nearest residence.
  - b. The road network must be capable of supporting the anticipated truck traffic.
- 10. Oil and gas drilling.
- 11. Attendant care homes. Included in this category are the following types of operations as defined by the State of Kansas (See K.S.A. 39-923): Nursing facility, nursing facility for mental health, intermediate care facility for people with intellectual disability, assisted living facility, residential health care facility, boarding care home and adult day care facility.
  - a. For In Home Elder Care Facilities, the following conditions apply:
    - 1. Approved state operating permit.
    - 2. No more than 12 children and two supervisors may be employed on the premises.
    - 3. The operation must be located in a safe and convenient area that will facilitate the delivery of and pickup of clients.
- 12. Child care for six (6) persons or more. Included in this category are the following types of day care operations as defined by the State of Kansas: family day care homes, licensed; group day care homes; child care centers and preschools. (See K.S.A. 65-517, K.A.R. 28-4-113, and K.A.R. 28-4-420)



- a. For In Home Child Care Facilities, the following conditions apply:
  - 1. Approved state operating permit.
  - 2. No more than 12 children and two supervisors may be employed on the premises.
  - 3. The operation must be located in a safe and convenient area that will facilitate the delivery of and pickup of clients.
- 13. Professional offices.
- 14. Clinics and health care services.

**SECTION 4.** Article 7, Section 7.2.G of the Edgerton Unified Development Code shall be amended to read as follows:

**G. C-2, Heavy Service Commercial District.**

- 1. Adult Entertainment – Sex-Oriented Businesses:
  - a. Must be located a minimum of 1,000 feet or more from the nearest residential dwelling, school, day care center, church, library, youth center, cemetery, liquor store, or another adult entertainment or sex-oriented business.
  - b. No service of alcoholic or cereal malt beverages is allowed.
  - c. The surrounding land uses, and zoning districts must be provided including distance to nearest structure.
  - d. Additional screening is required on the perimeter of the property. Screening shall be a combination of fencing and landscaping. Berming may be allowed if the topography of the parcel allows for adequate screening as determined by a line of sight drawing from any adjacent right of way. Landscape and screening plan must be submitted at time of application for staff review.
  - e. Applicant shall provide lighting on-site, including at all vehicular entrances and exits. A lighting plan shall be submitted for staff review at application.
- 2. Churches and places of worship
- 3. Interstate Pole Sign. Applicant must provide the following details in submission materials:
  - a. The use of the proposed development.
  - b. The height of the proposed principal building.
  - c. The surrounding land uses and zoning districts.
  - d. The relationship to the Interstate (the property where the interstate pole sign is to be placed must have 50% of the site within 800 feet of the centerline or 500 feet of the right of way (whichever is less) of an Interstate);
  - e. The elevation of the site in relationship to the elevation of the finished grade of adjacent city roadway.
  - f. The proposed height and signable area of the pole sign.
  - g. The applicant shall provide a line of sight drawing which includes evaluation of natural land grade and highway curvature for sign placement. Line of sight vantage should be shown at ½ mile and 1-mile distances from both directions.
  - h. All requirements noted in Article 12 in the UDC related to size, height, number of signs, landscaping, etc. must be met by the proposed pole sign application.

4. Wireless Facilities/Wireless Support Structures:
  - a. Facility must not be located in an area used or planned for residential purposes.
  - b. 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.
  - c. 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.
  - d. 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.
  - e. Submission of an acceptable agreement to remove the tower and or antenna within 180 days after cessation of use.

**SECTION 5.** Article 7, Section 7.2.H of the Edgerton Unified Development Code shall be amended to read as follows:

**H. C-3, Highway Service Commercial District.**

1. Wireless Facilities/Wireless Support Structures:
  - a. Facility must not be located in an area used or planned for residential purposes.
  - b. 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.
  - c. 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.
  - d. 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.
  - e. Submission of an acceptable agreement to remove the tower and or antenna within 180 days after cessation of use.
2. Campgrounds:
  - a. A fully developed Site Plan with requirements as listed in Article 10.
  - b. Parking and circulation as required by Article 16.
  - c. Landscaping Plan as determined by zoning district requirements in Article 4.
  - d. Applicant shall provide lighting on-site, including at all vehicular entrances and exits. A lighting plan shall be submitted for staff review at application.
3. Churches and places of worship.
4. Outdoor amusement establishments such as miniature golf, driving ranges, pitch and put courses, amusement parks, and other similar establishments:
  - a. A fully developed Site Plan with requirements as listed in Article 10.
  - b. Parking and circulation as required by Article 16.

- c. Screening and Landscaping as determined by zoning district requirements in Article 4. Additional screening may be required on the perimeter of the property if adjacent to or across from A-G or any residential zoned districts. Screening shall be a combination of fencing and landscaping. Berming may be allowed if the topography of the parcel allows for adequate screening as determined by a line of sight drawing from any adjacent right of way.
  - d. Additional screening may be required on the perimeter of the property if adjacent to or across from A-G or any residential zoned districts. Screening shall be a combination of fencing and landscaping. Berming may be allowed if the topography of the parcel allows for adequate screening as determined by a line of sight drawing from any adjacent right of way.
  - e. Applicant shall provide lighting on-site, including at all vehicular entrances and exits. A lighting plan shall be submitted for staff review at application.
5. Interstate Pole Sign. Applicant must provide the following details in submission materials:
- a. The use of the proposed development.
  - b. The height of the proposed principal building.
  - c. The surrounding land uses and zoning districts.
  - d. The relationship to the Interstate (the property where the interstate pole sign is to be placed must have 50% of the site within 800 feet of the centerline or 500 feet of the right of way (whichever is less) of an Interstate);
  - e. The elevation of the site in relationship to the elevation of the finished grade of adjacent city roadway.
  - f. The proposed height and signable area of the pole sign.
  - g. The applicant shall provide a line of sight drawing which includes evaluation of natural land grade and highway curvature for sign placement. Line of sight vantage should be shown at ½ mile and 1-mile distances from both directions.
  - h. All requirements noted in Article 12 in the UDC related to size, height, number of signs, landscaping, etc. must be met by the proposed pole sign application.
6. Motor vehicle repair, general:
- a. A fully developed Site Plan with requirements as listed in Article 10.
  - b. Parking and circulation as required by Article 16.
  - c. Landscaping Plan as determined by zoning district requirements in Article 4.
  - d. Screening and Landscaping as determined by zoning district requirements in Article 4. Additional screening may be required on the perimeter of the property if adjacent to or across from A-G or any residential zoned districts. Screening shall be a combination of fencing and landscaping. Berming may be allowed if the topography of the parcel allows for adequate screening as determined by a line of sight drawing from any adjacent right of way.
  - e. Applicant shall provide lighting on-site, including at all vehicular entrances and exits. A lighting plan shall be submitted for staff review at application.
7. Outdoor display and sales of merchandise and equipment:
- a. A fully developed Site Plan with requirements as listed in Article 10 is required.

- b. If applicable, parking and circulation as required by Article 16. If parking spaces are going to be used for outdoor display/sales area, applicant must provide a parking plan which provides for accommodation of lost spaces.
- c. Signage must be placed in accordance with Article 12.
- d. Screening and Landscaping as determined by zoning district requirements in Article 4. Additional screening may be required on the perimeter of the property if adjacent to or across from A-G or any residential zoned districts. Screening shall be a combination of fencing and landscaping. Berming may be allowed if the topography of the parcel allows for adequate screening as determined by a line of sight drawing from any adjacent right of way.
- e. Exterior Lighting: Facilities shall provide lighting on-site, including at all vehicular entrances and exits. A lighting plan shall be submitted and approved.

**SECTION 6.** Article 7, Section 7.2.I of the Edgerton Unified Development Code shall be amended to read as follows:

**I. B-P, Business Park District.**

- 1. Churches and places of worship.
- 2. Communication Transmission Towers Over Sixty (60) Feet in Height:
  - a. The facility must be located a horizontal distance equal to its total height plus 50 feet from any building used for human occupancy (other than the principal use), and/or any road.
  - b. 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.
  - c. 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.
  - d. Submission of an acceptable agreement to remove the tower and or antenna within 180 days after cessation of use.

**SECTION 7.** Article 7, Section 7.2.J of the Edgerton Unified Development Code shall be amended to read as follows:

**J. L-P, Logistics Park District**

**All** uses in the L-P (Logistics Park) Zoning District **listed as Conditional Uses** must submit a site plan for review subject to the following requirements:

- 1. Churches and places of worship.
- 2. Communication Transmission Towers Over Sixty (60) Feet in Height
  - a. 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.

- b. 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.
  - c. 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.
  - d. Submission of an acceptable agreement to remove the tower and or antenna within 180 days after cessation of use.
- 3. Truck stops with fuel and accessory services
- 4. Private or public owned playground, playfields, and recreational facilities (e.g. public or private golf courses, tennis or other courts, and swimming pools) open for public or commercial use;
- 5. Auditoriums, convention centers, and conference facilities
- 6. Colleges and universities.
- 7. Transportation storage and trucking yards
- 8. Cargo container storage, repair or maintenance. All cargo container storage and cargo container repair and maintenance facilities (collectively referred to as "facilities") shall be subject to the following performance provisions:
  - a. Access: No cargo containers or semi-trailers (either on or off a chassis), or a chassis, may be stored in a manner that impedes access to public rights-of-way, public utility or drainage easements, structures, and buildings.
  - b. Exterior Lighting: Facilities shall provide lighting on-site, including at all vehicular entrances and exits. A lighting plan shall be submitted and approved.
  - c. Minimum Lot Size: Facilities shall have a minimum lot size of twenty (20) acres.
  - d. Noise: Noise from businesses and facilities shall not exceed 60 dB(A) in any adjacent residential district or 70 dB(A) in any adjacent commercial or industrial district or property.
  - e. Paving: All interior driveways, parking, loading, and storage areas shall be paved and dust-free. For purposes of this stipulation:
    - 1. Paving shall mean concrete or asphalt: and
    - 2. Dust-free shall mean that all interior driveways and storage area surfaces shall be kept free of dust, dirt or other materials to prevent the migration of dust off-site.
  - f. Parking: Facilities shall comply with the Article 5.2 L-P District Off Street Parking and Loading regulations. No portion of any required off-street parking or loading/unloading areas shall be used for the storage of cargo containers, semi-trailers (either on or off a chassis), chassis or similar storage devices.
  - g. Cargo Container Stacking: Cargo containers shall not be stacked more than five (5) in number.
  - h. Chassis Stacking/Racking: Empty chassis may be stored on end (racking), or may be stacked. When stacked, chassis shall not be more than five (5) in number.

- i. Screening and Landscaping: Screening may be required on the perimeter of the property. Screening shall be a combination of fencing and landscaping or berming and landscaping. Screening shall comply with requirements Article 5.2 L-P District Landscape Standards.
- j. Setbacks and Separation Distance: All buildings, structures, parking and other uses on the property, shall be subject to the setback requirements in Article 5.2 L-P District Setback, Yard, Area Regulations, except, however, the parking or storage of cargo containers or semi-trailers (either on or off a chassis), and chassis (racked or stacked) shall be subject to the following setback standards that may vary depending upon the difference scenarios set forth below:
  - 1. When abutting (touching), or across the street from non-residentially zoned property, such parking or storage shall be setback from any exterior property line of the subject property a distance equal to the height of the cargo container or semi-trailer (either on or off a chassis), and chassis (racked and stacked);
  - 2. When abutting (touching) public right-of-way, such parking or storage shall be setback from any exterior property line of the subject property a distance equal to the height of the cargo containers or semi-trailers (either on or off a chassis), and chassis (racked or stacked);
  - 3. When abutting (touching), or across the street from, residentially zoned property, such parking and storage shall be setback a minimum of 250 feet from the nearest property line of the residentially zoned property;
  - 4. When abutting (touching), or across the street from, a habitable dwelling, such parking and storage shall be setback a minimum of 300 feet from the nearest dwelling; and
  - 5. For purposes of Stipulations 3 and 4 above, measurements shall be made between the nearest property line of the residentially zoned property or the nearest edge of a dwelling, and the nearest cargo container, semi-trailer (either on or off a chassis), or chassis.
- k. Signage: Business signs shall be allowed according to Article 5.2 L-P District Signage regulations. No signage, other than shipping company identification logos and placards, shall be allowed on any cargo container, semi-trailer or chassis.
- l. Site Plan: A site plan shall be submitted with the application. The site plan shall be prepared in accordance with the requirements of Article 9.1 (B) (3) of these regulations.
- m. Other Rules and Regulations. All facilities shall abide by any and all governmental rules, regulations, codes and specifications now in effect or hereafter adopted that would be applicable to this permit or the use of the property by the applicant/landowner.
- n. Deviations: In the event that an applicant desires to deviate from the above performance standards and provisions for certain Conditional Uses, the applicant shall submit written information to the Governing Body indicating the circumstances which are believed to necessitate the need for a deviation(s), and the applicant shall provide a list of alternative materials, designs or methods that are equivalent to the performance standards and provisions for the L-P Zoning District, Section 5.4, Sections G through Q in the regulations. The application may only be approved if findings are made by the Governing Body that 1) due to the circumstances of the application, it would be unnecessary to impose the standards(s) and equivalent alternatives should be

allowed, b) that the spirit and intent of the regulations are being met, c) that granting the deviation shall not adversely affect adjacent or nearby property, and d) the application shall otherwise comply with all building code(s) and safety requirements. (Ord. 915, 2012)

**SECTION 8. REPEAL OF CONFLICTING ORDINANCES.** All ordinances or sections of ordinances in conflict herewith are hereby repealed.

**SECTION 9. EFFECTIVE DATE.** This ordinance shall take effect and be in force from and after its passage, approval and publication once in the City's official paper.

PASSED by the Council and APPROVED by the Mayor on this 14<sup>th</sup> Day of December, 2023

\_\_\_\_\_  
DONALD ROBERTS, Mayor

ATTEST:

\_\_\_\_\_  
ALEXANDRIA CLOWER, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
LEE W. HENDRICKS, City Attorney

## City Council Action Item

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**Council Meeting Date:** December 14, 2023

**Department:** Community Development

### **Agenda Item: Consider Ordinance No. 2156 Amending Article 12 – Sign Regulations - Of The Unified Development Code Of The City Of Edgerton, Kansas And Repealing All Ordinances Or Parts Of Ordinances In Conflict Therewith**

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

The City of Edgerton's Uniform Development Code (UDC) was adopted to encourage the most appropriate use of land and to ensure the logical and compatible growth of various districts within the City. The UDC is intended to implement the planning goals and policies contained in the Comprehensive Plan 2000-2020, other planning documents, and policies of the City Council and Planning Commission.

During a recent development review application, staff noticed that the UDC did not list 'places of worship' as a permitted use either by-right or with a Conditional Use Permit in several districts. Places of worship are uses that generally fit in most districts, either by-right or with a Conditional Use Permit.

In September 2000, a law was passed called the Religious Land Use and Institutionalized Persons Act of 2000 (RLUIPA), that protects individuals, houses of worship, and other religious institutions from discrimination in zoning and landmarking laws. This law required religious assemblies and institutions to be treated at least as well as nonreligious assemblies and institutions. Typically, in zoning, this is addressed by which districts uses are permitted in, as well as other development standards, such as setbacks and sign regulations.

The updates to Chapters 3, 4, 5, and 7, that are on this same agenda reflected the use allowance updates to the each zoning district, but another way that places of worship can be impacted by zoning regulations is by having more restrictive sign regulations than other uses. Staff's recommendation is to permit wall signs for institutional uses in the R-1 District, to allow places of worship the same level of sign allowance as other, similar uses would have.

Additionally, staff is recommending an update to the sign allowances in the C-D District to permit wall signs on walls not facing a public street, provided that there is an outdoor function related to the proposed use, such as a courtyard, plaza, seating area, or gathering space. Including this allowance will help identify a sense of place in the Downtown area, where placemaking is important.



The enclosed draft ordinance has been reviewed by the City Attorney, and staff recommends approval of the UDC Amendments to Article 12.

A public hearing was held at the November 14 Planning Commission meeting where the Planning Commission recommended approval of the amendments to Article 12 with a 3-0 vote.

**Related Ordinance(s) or Statue(s):** Edgerton UDC Article 12

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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. 2156 Amending Article 12 – Sign Regulations – Of The Unified Development Code Of The City Of Edgerton, Kansas And Repealing All Ordinances Or Parts Of Ordinances In Conflict Therewith**

**Enclosed:** Planning Commission Memo – November 14, 2023 Meeting  
Planning Commission Minutes – November 14, 2023 Meeting  
DRAFT Ordinance 2156

**Prepared by:** Zachary Moore, Development Services Director



**MEMORANDUM**

Date: November 14, 2023

To: City of Edgerton Planning Commission

From: Zachary Moore, Development Services Director

Re: Public Hearing for UDCA2023-03 For Amendments to Articles 3 (Agricultural & Residence Zoning Districts), 4 (Commercial Zoning Districts), 5 (Industrial Zoning Districts), 7 (Conditional Uses), & 12 (Sign Regulations) of the Edgerton Unified Development Code

During a recent development review application, staff noticed that the Unified Development Code (UDC) did not list 'places of worship' as a permitted use, either by-right or with a Conditional Use Permit in several districts. Places of worship are uses that generally fit in most districts, either by-right or with a Conditional Use Permit

In 2000, a law was passed called the Religious Land Use and Institutionalized Persons Act of 2000 (RLUIPA), that protects individuals, houses of worship, and other religious institutions from discrimination in zoning and landmarking laws. RLUIPA requires religious assemblies and institutions to be treated at least as well as nonreligious assemblies and institutions. In zoning, this can be addressed by which districts there are permitted in, as well as other development standards, such as setbacks or sign regulations.

The updates proposed by staff tonight will permit places of worship as a land use in all districts, either by-right or with a Conditional Use Permit. The table provided below shows the proposed allowance for places of worship in each of the 14 City zoning districts to ensure compliance with RLUIPA. For the B-P and L-P Districts, staff is proposing to reclassify other nonreligious assembly uses as requiring a Conditional Use Permit, so they would have the same allowance as a place of worship under staff's recommendation.

Additionally, staff is recommending updates to Chapter 12 (Sign Regulations) of the UDC, to permit wall and monument signs for places of worship in various districts where places of worship would be permitted with staff's recommendation. Additionally, staff is recommending an update to sign allowances for buildings in the Downtown Commercial (C-D) District, when a façade facing a public street does not utilize a wall sign.

Staff requests that the Commissioners provide any additional feedback regarding the proposed updates relating to allowance of places of worship in City zoning districts and the proposed updates to sign regulations. Staff will collect final comments or feedback and incorporate them into a final version of these Articles, which would be presented to the City Council at the December 14, 2023 meeting for review, approval and adoption. Prior to presentation to the Governing Body, staff will provide a revised copy of the UDC to the City Attorney for review.



**PLANNING COMMISSION**  
**November 14, 2023 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 14, 2023. The meeting convened when Chairperson John Daley called the meeting to order at 7:00 PM.

**1. ROLL CALL**

Jeremy Little	present
Charlie Crooks	present
Adam Draskovich	absent
John Daley	present
Jordyn Mueller	present

With a quorum present, the meeting commenced.

Staff in attendance: Zachary Moore, Development Services Director  
Chris Clinton, Planning and Zoning Coordinator/Deputy City Clerk  
Ann Myles, Customer Service Representative II

**2. WELCOME** Chairperson Daley welcomed all in attendance to the meeting.

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

**CONSENT AGENDA**

**4.** Approve Minutes from the October 10, 2023 Planning Commission Meeting.

Commissioner Crooks moved to approve the Consent Agenda. The motion was seconded by Commissioner Little. The Consent Agenda was approved, 3-0.

**REGULAR AGENDA**

**5. DECLARATION**

Chairperson Daley asked the Commissioners to declare any correspondence they have received or communication they have had regarding the matters on the agenda. If they have received correspondence or have had any communication, he asked if it may influence their ability to impartially consider the agenda items.

The Commissioners did not have anything to declare at this time.

**BUSINESS REQUIRING ACTION**

**NEW BUSINESS**

6. **UDCA2023-03: AMENDMENTS TO ARTICLE 3 (AGRICULTURAL & RESIDENCE ZONING DISTRICTS), ARTICLE 4 (COMMERCIAL ZONING DISTRICTS), ARTICLE 5 (INDUSTRIAL ZONING DISTRICTS), ARTICLE 7 (CONDITIONAL USES), AND ARTICLE 12 (SIGN REGULATIONS)**

Chairperson Daley opened the public hearing. There were no comments made at this time. Commissioner Crooks moved to close the public hearing. The motion was seconded by Commissioner Mueller. The public hearing was closed, 3-0.

Mr. Zachary Moore, Development Services Director, addressed the Commission. He stated City staff are proposing updates to five (5) articles of the Unified Development Code (UDC), all zoning district articles, the Conditional Use article and the Sign Regulation article. He explained that during a recent development review application, staff identified that the UDC did not list churches or places of worship as a permitted use, either by right or Conditional Use in many districts. This is problematic because of a 2000 law called the Religious Land Use and Institutionalized Persons Act (RLUIPA). This law protects individuals, houses of worship, and other religious institutions from discrimination in zoning and landmarking laws. RLUIPA requires religious assemblies and institutions to be treated at least as well as nonreligious assemblies and institutions like schools and concert halls. Mr. Moore said that most cities have allowed churches or other places of worship in many, if not all, zoning districts, either by right or as a conditional use. City staff recommends allowing churches and places of worship in all residential districts, Downtown Commercial, C-D, General Commercial, C-1, General Industrial, I-G, and Heavy Industrial, I-H. In Heavy Service Commercial, C-2, Highway Service Commercial, C-3, Business Park, B-P, and Logistics Park, L-P, zoning districts, churches and places of worship, as well as other assembly uses are proposed as conditional uses. Planned Unit Development, PUD, was not included as those uses are determined at the time of conceptual plan and can encompass any use when applied for.

Commissioner Crooks stated a lot of churches like to hold services in a park at some point during the year and asked if that created a conflict with the zoning of the park. Mr. Moore replied that the City does not currently have a zoning district for parks and those services would be more of a special use and not create a zoning issue.

Daley stated he does not believe anyone will oppose those changes.

Mr. Moore stated that Article 12, Sign Regulations, also has proposed amendments. Currently, there are no allowances for wall signs for institutional uses in residential zoning districts. City staff is also proposing allowing parcels zoned C-D to have a wall sign on a façade that does not face public right-of-way in lieu of on a wall that does.

Chairperson Daley asked if the wall signs could be reviewed on a case-by-case basis. Mr. Moore replied it is difficult to review wall signs on a case-by-case basis and it is best to have regulations set firm so applicants know what kind and how many signs can be placed.

Commissioner Crooks inquired about the size of signs for churches. Mr. Moore answered that the current allowed sign is a 36 square foot monument sign. He stated that the regulations for commercial zoning designations or the Commission can create a different size.

Commissioner Crooks asked where the signs would be. Mr. Moore replied that a wall sign is attached to the building's façade.

Chairperson Daley stated he believes that the signs should not be illuminated in the downtown area. Mr. Moore stated signs may not be allowed to be illuminated, but the UDC will specify clearly.

Chairperson Daley said it would be best to have a wall sign be sized by the building façade, that way if the building is large, then the sign face would be larger. Mr. Moore explained that is how the UDC reads for other zoning designations and the new section can match it.

Ms. Shaunacee Wilkinson, 105 E McDonald, asked if a sign can project from the wall. Mr. Moore replied that is called a projecting sign and is not included in the staff's recommendation, but the Commission can include that if they want. Chairperson Daley inquired if a projecting sign has light. Mr. Moore answered that it might, depending on what is applied for. He added projecting signs are more typical on a downtown building and not on a thoroughfare and are currently allowed in the downtown area. Chairperson Daley asked if a projecting sign is permanent or temporary. Mr. Moore replied that a projecting sign would require a permit and is a permanent sign.

Chairperson Daley said he does not see a problem of adding a non-street facing façade wall sign clause but does see an issue with the illumination of the sign. Mr. Moore stated that the limitation of non-illuminated signs will be included.

Commissioner Mueller moved to recommend for approval of the proposed amendments for Articles 3, 4, 5, 7, and 12 to the Governing Body. Commissioner Little second the motion. The amendments were recommended for approval, 3-0.

## **7. FUTURE MEETING REMINDERS**

Chairperson Daley stated that the next regular sessions are scheduled for December 12, 2023; January 9, 2024; and February 13, 2024.

## **8. ANNOUNCEMENTS**

Councilmember Little stated he will not be in attendance for the December meeting.

## **9. ADJOURN**

Commissioner Crooks moved to adjourn the meeting. Commissioner Little seconded the motion. The meeting was adjourned at 7:16 PM, 3-0.

## ORDINANCE NO. 2156

### AN ORDINANCE AMENDING ARTICLE 12 OF THE UNIFIED DEVELOPMENT CODE OF THE CITY OF EDGERTON, KANSAS REGARDING SIGN REGULATIONS IN CERTAIN ZONING DISTRICTS AND REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT THEREWITH.

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

**SECTION 1.** Article 12, Section 12.11.K of the Edgerton Unified Development Code shall be amended to read as follows:

**K. Institutional sign.** A sign identifying a club, association, school, hospital, church, place of worship, fire station, cemetery or any other entity or facility.

**SECTION 2.** Article 12, Section 12.12.B of the Edgerton Unified Development Code shall be amended to read as follows:

Permitted Signs in R-1, Single Family Residential Districts							
Type	Max Size	Max Ht (ft)	Max #.	Min Set-back	Per-mit Req.	Illum Type	Notes
Home Occu-pa-tions	8 sq. ft. and 2 x 3 ft. on building	6 ft.	2	2 re-quired yard setback	yes	external	Monument or ground style and a sign attached to building
Institu-tional – Mon-ument Signs	36 sq. ft.	6 ft.	1	Not lo-cated in the right of way. and cannot create a traffic hazard.	yes	external or in-ternal (must reflect or di-rect light away from residen-tial dwellings)	Monument only
Institu-tional – Wall Signs	On a standalone building or a mul-titenant complex, the total area of the wall sign shall be one and a half square feet of sign area for each one foot of linear footage of the building façade facing the street.	Wall height; may not extend past roofline or para-pet.	1 per front or side of building facing a street up to a total of 3 maxi-mum; may not be placed on rear of building.	N/A – may not protrude off of wall of building.	yes	External or in-ternal illumi-nation; deco-rative down-lights required for external il-lumination; must be di-rected away or shielded from pass-ersby, adja-cent	Signs facing the rear of a build-ing are prohibited.  See section 12.8 for calculation of sign area parameters.

Permitted Signs in R-1, Single Family Residential Districts							
Type	Max Size	Max Ht (ft)	Max #.	Min Set-back	Permit Req.	Illum Type	Notes
						properties and motorists.	
Subdivision name	16 sq. ft.	6 ft.	1	Not located in the right of way. and cannot create a traffic hazard.	yes	external	Monument only

**SECTION 3.** Article 12, Section 12.12.C of the Edgerton Unified Development Code shall be amended to read as follows:

Permitted Signs in CD- Downtown Commercial District								
Type	Perm. Or Temp.	Max. Size	Max Height (ft.)	Max #	Min. Setback	Permit Re-quired	Illum. Type	Notes
Awning	Permanent	Graphic text cannot exceed 30% of the total exterior surface area of the awning;  If side panels are provided they may not carry text or images greater than 20% of the awning panel area;	N/A – sign coverage limited to awning face.	See notes.	May not protrude from awning face.	Yes	Decorative downlights above awning only;  No illumination allowed on awning.	One sign face per window or door opening as allowed by district design standards;  When multiple awnings occur in a row on a building side, every other awning surface should be left free of sign graphics or text;  The square footage of the text and graphics on an awning surface or valance count toward the total allowed

## Permitted Signs in CD- Downtown Commercial District

Type	Perm. Or Temp.	Max. Size	Max Height (ft.)	Max #	Min. Setback	Permit Re-quired	Illum. Type	Notes
		Text and graphics on a valance shall not be larger than 8 inches in height.						square footage for a wall sign at the same location.
<b>Blade Sign (AKA Projection Sign)</b>	Permanent	12 sq. ft. in area per side; may have two sign faces.	Shall maintain not less than 8 ft. clearance between the bottom of the sign and the finished grade;  May not extend more than 2 ft. above the building parapet/roof-line.	1	May not extend more than 3 ft. from the wall façade or into public right of way.	Yes	Internal illumination only.	May only be placed on a front façade;  May not be used in conjunction with a wall sign.
<b>Monument Sign</b>	Permanent	36 sq. ft. in area per sign face; may be single or double faced.	6 ft. from natural grade or average grade including base.	1 per principal building per street frontage.	7 ft. setback from property lines.	Yes	Light source may be internal or external; if external, it must be directed away or shielded from passersby, adjacent properties and motorists.	See Section 12.8 for design details regarding Monument Signs.
<b>Wall Sign</b>	Permanent	On a standalone building or a multitenant complex, the total area of the wall sign shall be one and a half square feet of	Wall height; may not extend past roof-line or parapet.	1 per front or side of building facing a street up to a total of 3 maximum;	N/A – may not protrude off of wall of building.	Yes	External or internal illumination; decorative downlights required for external illumination; must be	If a tenant is part of a multitenant complex, each tenant shall be allowed one (1) wall sign no greater than ten (10) percent of the tenant wall area upon which the sign is placed.



## Permitted Signs in CD- Downtown Commercial District

Type	Perm. Or Temp.	Max. Size	Max Height (ft.)	Max #	Min. Setback	Permit Re-quired	Illum. Type	Notes
		sign area for each one foot of linear footage of the building façade facing the street.		<p>may not be placed on rear of building.</p> <p>A wall sign may be placed on a non-street facing façade, provided that there is an outdoor function related to the use, such as a courtyard, plaza, seating area, or gathering space.</p>			<p>directed away or shielded from passersby, adjacent properties and motorists.</p>	<p>Corner tenant spaces will be allowed one (1) additional wall sign no greater than ten (10) percent of the wall area upon which it is placed so that one may be placed on each side of a corner façade.</p> <p>Signs facing the rear of a building are prohibited.</p> <p>See section 12.8 for calculation of sign area parameters.</p>
<b>Wall sign for Accessory Building</b>	Permanent	16 sq. ft in area	Wall height; may not extend past roof-line.	1	N/A – may not protrude off of wall of building.	No	External only; must be directed away or shielded from passersby, adjacent properties and motorists.	1 sign per accessory building; must be constructed out of permanent material.

Permitted Signs in CD- Downtown Commercial District								
Type	Perm. Or Temp.	Max. Size	Max Height (ft.)	Max #	Min. Setback	Permit Re-quired	Illum. Type	Notes
Window sign	Permanent	1 per window not to exceed 10% of total glass area unless no wall sign is provided;  If no wall sign is provided then window sign can be 20% of total glass area.	Within window confines	1	N/A	No	External or internal	Sign may be painted or etched on glass – must be on interior surface of window;  Sign made from materials (not etched or painted on glass) must be hung inside; Neon signs may be used as a window sign and may encompass 25% of total glass area as long as no other window signage is present.

**SECTION 5. REPEAL OF CONFLICTING ORDINANCES.** All ordinances or sections of ordinances in conflict herewith are hereby repealed.

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

PASSED by the Council and APPROVED by the Mayor on this 14<sup>th</sup> Day of December, 2023

\_\_\_\_\_  
DONALD ROBERTS, Mayor

ATTEST:

\_\_\_\_\_  
ALEXANDRIA CLOWER, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
LEE W. HENDRICKS, City Attorney

## City Council Action Item

**Council Meeting Date:** December 14, 2023

**Department:** Public Works

### **Agenda Item: Consider Submittal of Application to Kansas Water Office (KWO) for Technical Assistance and Water Projects Grants through the State Water Plan Fund (SWPF) for FY2024.**

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

In 2023 the State of Kansas through Sen. Sub. For HB 2302 increased the amount of state funding for the State Water Plan Fund (SWPF) which provides funding for projects recommended in the Kansas Water Plan (KWP).

The Sen. Sub for HB 2302 has since become law and includes provisions for the two new water-related grant funds: the Technical Assistance Grant Fund and the Water Projects Grant Fund. The Kansas Water Office (KWO) is administering grant programs to serve Kansas entities to support water-related infrastructure activities that address various water quantity and quality needs. Municipalities of fewer than 2,000 residents will be prioritized for the award of full grants for technical assistance and up to 90% for water projects. The grants may provide full or partial grants with no required match. Applications for the initial round of funding are due December 29, 2023.

City Staff have identified multiple projects that may qualify for both grant opportunities.

#### **Technical Assistance (<\$1,000,000):**

- Technical Specifications for Waterline Connections (currently a funded CIP)
- Water master plan
- Inventory assistance for Lead and Copper Rule Revision

#### **Water Projects (<\$8,000,000):**

- Dwyer Sanitary Sewer Extension and Wastewater System Upgrades

City Staff has been in communication with KWO and confirmed wastewater projects as well as projects currently under consideration for SRF Loans qualify for both grants available through the SWPF.

City Staff recommends applying for the SWPF Water Projects Grant and Technical Assistance Grant for the projects listed above. Throughout the application process, should

additional/substitute projects be identified, City Staff would update Council at a future meeting. If the City is notified of any grant awards, this too will be brought before Council for further approvals.

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

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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 Submittal of Application to Kansas Water Office (KWO) for Technical Assistance and Water Projects Grants through the State Water Plan Fund (SWPF) for FY2024.**

**Enclosed:** SWPF Grant Guidelines

**Prepared by:** Holly Robertson, P.E., CIP Project Manager

# **Interim Guidelines**

## **Technical Assistance Fund Grants and Water Projects Fund Grants**

### **Introduction**

In 2023, Governor Laura Kelly and the Kansas Legislature, through Sen. Sub. for HB 2302, increased the amount of state funding for the State Water Plan Fund (SWPF). The State Water Plan Fund was created in 1989 to provide funding for projects, programs, and activities recommended in the Kansas Water Plan (KWP) to address the various water issues identified in the KWP. In August of 2022, the Kansas Water Authority approved the updated Kansas Water Plan, which the Kansas Water Office had developed with input from federal, state, and local agencies, regional advisory committees, non-profit organizations and members of the public. During the following legislative session, Sen. Sub. for HB 2302 became law. Its provisions included the creation of two new water-related grant funds: the Technical Assistance Grant Fund and the Water Projects Grant Fund.

The two grant funds serve to help identified Kansas entities to obtain the up-front technical assistance and the on-the-ground actions needed to address various water quantity and quality needs. The two funds are generally directed to supporting water-related infrastructure activities. The new law directs the Kansas Water Office (KWO) to administer these two grant programs, according to certain criteria and parameters.

In order to help ensure opportunities for applicants to seek funding in an orderly fashion and at the same time to encourage competitive access to the funding, applications will be evaluated based on eligibility requirements and evaluation criteria outlined in this document. Applicants should be aware that many variables will impact funding levels, including overall funding demand.

# **General Grant Guidelines**

## **Reporting Requirements**

Grantees will be required to present quarterly reports and one final report accounting for the funds and describing the grant program progress. Funds will be disbursed with a retainage linked to these reporting requirements. All applicants must certify that all proposed activities will be carried out; that all grant money received will be utilized solely for the purposes for which the grant is intended; that the grant project will be documented for both accounting and program progress purposes; and, that the documentation will be maintained and submitted when requested.

## **Payments**

Grant approval will result in authorization for Applicant to receive payment. The KWO will issue payments upon Applicant providing invoices after all necessary federal, state and local permits have been acquired, up to 90% of grant amount approved, and the remaining balance will be paid after project/work completion. Payment will be based on actual expenditures invoiced by the grantee. The request for payment must be transmitted on the grantee's letterhead, and shall include:

- Date of request.
- Grantee's contact name, email address, physical address, and phone number.
- Contract or purchase order number.
- Description of the work accomplished by major task as presented in the approved budget.
- Supporting documentation for items or services billed.
- Identification of any major issues, and proposed or implemented corrective actions.

## **Cancellation or termination of grant contracts by KWO**

Any grant may be canceled if the grantee does not accept the grant award within 45 days of being issued. Grants may be terminated if it is determined that there has been no substantial performance, or there is substantial evidence of fraud, gross abuse or corrupt practices. Unavailability of funding or significant changes to the original KWO approved grant proposal, particularly in the later months of the fiscal year, may also force the early closure of a grant contract and return of funds.

## **Grant Application Process**

The grant application process is a multi-step procedure that can take anywhere from six weeks to several months to complete. Following is a breakdown of the various steps of the process.

1. Announcement of grants. The application forms and guidance documents are found on the KWO website.
2. Applicants complete grant application and file forms and all necessary attachments with KWO by the appropriate deadline.
3. KWO staff and/or KWO's consultant carries out an initial review of the application and determines whether information submitted is adequate and meets general grant eligibility criteria and application requirements. If application is inadequate or fails eligibility or application requirements, applicant is notified by staff and given the opportunity to make modifications correct any deficiencies.
4. KWO staff and/or KWO's consultant will review accepted applications. KWO staff and/or KWO's consultant shall coordinate with subject matter experts and/or partner agencies having regulatory authority over aspects of the proposed use of funds, as needed. Applications will be prioritized based on the criteria laid out in the Guidelines.
5. KWO staff and/or KWO's consultant shall make a recommendation to the Director of the KWO, who shall direct whether an application is approved.
6. If application is reviewed and approved, the grant administrator prepares the grant contract. This process can take several weeks. Grant contract is sent to the grantee to sign and return to KWO.
7. Upon receiving the signed contracts back from the applicant, they are sent to the KWO Director for signature and execution. An advance payment of the grant funds is sent to the grantee. The amount of advance payment varies with each program and is the only grant funding that the grantee will receive without receipts or proof of expenditures. All reimbursements after this advance must be submitted with a completed affidavit of expenditures and required supporting documentation.
8. The grantee must file required affidavit of expenditure forms, including receipts and explanation of all expenditures, reports and any further documentation as required by each grant program for the initial disbursement and remaining contract balances.
9. Upon project completion, final reports, affidavits of expenditures, and any other required documentation are submitted to KWO for approval and final grant disbursement. A retainage of 10% of the grant amount will be held until all final required documentation is received and approved.

## **Technical Assistance Fund Grants**

### **Eligible Applicants:**

- Municipalities.
- Special district related to water organized under the Laws of Kansas.

### **Eligible projects and activities for Technical Assistance Fund Grants:**

- Planning, engineering, managing and other technical assistance that may be necessary in the development of plans for water infrastructure projects; or
- Processing grant and loan applications for such water infrastructure projects.

### **Limits on Grant Awards**

The KWO may provide full or partial grants. No single grant awarded under the Technical Assistance Grant Fund shall exceed \$1,000,000 (unless specified by a specific action of the Legislature).

### **Matching Fund Requirements**

There are no matching funds required to be eligible for a Technical Assistance Grant Fund award.

### **Application Process for Technical Assistance Fund Grants**

The grant application must be submitted through the form posted on the KWO's website.

Applicants will be prompted to submit the following items:

1. Name, phone number, mailing address and email address of Applicant.
2. Designation as either a municipality or a special district related to water.
3. Name and contact information for individual who will serve as the point of contact for Applicant, if different than the Applicant.
4. If Applicant is a municipality,
  - (1) the number of full-time residents of Applicant, and
  - (2) a description of factors relevant to the need for the requested grant funds and the benefit to be gained by the requested grant funds, including but not limited to public health, socioeconomic factors, and the ability of the Applicant to repay any loans without grant assistance.
5. If Applicant is a special district related to water, a description of the factors relevant to the need for the requested grant funds pertinent to the Applicant's water-related purpose as a special district.
6. The amount of funding requested (may not exceed \$1,000,000).
7. A description of the type of technical assistance for which the funds are being requested, including the ultimate purpose for the technical assistance, with sufficient professional documentation of the cost estimate(s).
8. Statement of Work.
9. Budget (Excel).
10. Timeline for expenditure of the requested funds.
11. Maps, photos, and/or drawings (if applicable).



12. Affidavit establishing any legal access to property, as necessary to the execution of the technical assistance to be funded.
13. Sufficient assurance of having obtained all necessary permits, whether local, state, or federal.
14. The signature of the Applicant or Applicant's authorized representative.

#### **Evaluation Criteria for Technical Assistance Fund Grants**

Criteria considered during evaluation of applications will include, but not be limited to:

- *Population*: Municipalities with fewer than 2,000 residents will be prioritized for the awarding of full grants in accordance with Sen. Sub. For HB 2302.
- *Timeline*: Projects with earlier start dates will be prioritized.
- *Conservation Plan*: Projects that incorporate a conservation and/or climate change resiliency plan will be prioritized.
- *Community Factors*: Criteria under consideration for municipalities may also include, but will not necessarily be limited to, public health, socioeconomic factors, and the ability for a municipality to repay any loans without grant assistance.

## **Water Projects Fund Grants**

### **Eligible Applicants include:**

- Municipalities.
- Special district related to water organized under the Laws of Kansas.

### **Eligible projects and activities for Water Project Grant Funds:**

- Construction, repair, maintenance or replacement of water-related infrastructures and any related construction costs;
- Matching moneys for grant or loan applications for water-related infrastructure projects; and
- Application of the funds to an outstanding loan balance from the Public Water Supply Loan Fund (established in K.S.A. 65-3322 and amendments thereto) or the Kansas Pollution Control Fund (established in K.S.A. 65-163e, and amendments thereto) subject to the certain criteria (see Evaluation Criteria for Water Projects Grant Fund section).

### **Limits on Grant Awards:**

The KWO may provide full or partial grants. No single grant awarded under the Water Projects Grant Fund shall exceed \$8,000,000 (unless specified by a specific action of the Legislature).

### **Matching Fund Requirements**

There are no matching funds required to be eligible for a Water Projects Grant Fund award.

### **Application Process for Water Projects Grant Fund**

The grant application must be submitted through the form posted on the KWO's website.

Applicants will be prompted to submit the following items:

1. Name, phone number, mailing address and email address of Applicant.
2. Designation as either a municipality or a special district related to water.
3. Name and contact information for individual who will serve as the point of contact for Applicant, if different than the Applicant.
4. If Applicant is a municipality,
  - (1) the number of full-time residents of Applicant, and
  - (2) a description of factors relevant to the need for the requested grant funds and the benefit to be gained by the requested grant funds, including but not limited to public health, socioeconomic factors and the ability of the Applicant to repay any loans without further assistance.
5. If Applicant is a special district related to water, a description of the factors relevant to the need for the requested grant funds pertinent to the Applicant's water-related purpose as a special district.
6. The amount of funding requested (may not exceed \$8,000,000).
7. A comprehensive description of the water infrastructure project for which the funds are being requested, with sufficient professional documentation of the cost estimate(s).
8. Completed Feasibility Studies must be submitted with an engineer's estimate of probable cost for grant requests that include costs for final engineering plans and construction.

9. Statement of work.
10. Budget (Excel).
11. Timelines for execution and completion of the project.
12. Affidavit establishing any legal access to property, as necessary to the execution of the project
13. Maps, photos and/or drawings (if applicable).
14. If applying for payment of an outstanding loan as identified above:
  - (1) Proof that the project with the outstanding loan balance is complete, and
  - (2) Statement of remaining balance owed on the loan.
15. The signature of the Applicant or Applicant's authorized representative.

### **Evaluation Criteria for Water Projects Grant Fund**

Criteria considered during evaluation of applications will include, but not be limited to:

- *Timeline*: Projects with earlier start dates will be prioritized.
- *Conservation Plan*: Projects that incorporate a conservation and/or climate change resiliency plan will be prioritized.
- *Community Factors*: Criteria under consideration for municipalities may also include, but will not necessarily be limited to, public health, socioeconomic factors, and the ability for a municipality to repay any loans without grant assistance.
- *Permits*. Sufficient assurance of having obtained or being in the process of obtaining all pertinent permits and authorizations, whether local, state or federal. This component may include, but is not limited to, the following:
  - Authorization(s)/Permit(s) from the Kansas Department of Agriculture's Division of Water Resources and/or the Kansas Department of Health and Environment.
  - Proof of completion of an environmental review pursuant to the Water Projects Environmental Coordination Act, K.S.A. 82a-325 to 327.

Additional criteria to be considered if the Applicant is seeking to apply funds to an outstanding loan balance from the Public Water Supply Loan Fund or the Kansas Pollution Control Fund:

- The planned construction on the project with the outstanding loan balance is complete.
- The municipality or special district has made at least five years of payments on such project loans.
- Awarding grants that provide repayment of up to:
  - (A) 90% of any remaining project loan balance for cities with fewer than 2,000 residents;
  - (B) 75% of any remaining project loan balance for cities with fewer than 5,000 residents;
  - (C) 50% of any remaining project loan balance for cities with fewer than 10,000 residents; and
  - (D) 25% of any remaining project loan balance for all other cities in Kansas.

## City Council Action Item

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**Council Meeting Date:** December 14, 2023

**Department:** Public Works

**Agenda Item: Consider Submittal of Application to Kansas Department of Health and Environment (KDHE) Waste Tire Grant Program for the Glendell Acres Project Recycled Playground Surfacing.**

**Background/Description of Item:**

On September 14, 2023 City Council approved the concurrence to bid for the Glendell Acres Park Renovation project. The concurrence to bid indicated construction to begin in early 2024. On November 17, 2023 SWT Design completed the project manual, bid documents, and 100% design plans for review by City Staff and City Engineer.

On November 15, 2023 KDHE opened applications for the FY2024 Waste Tire Grant Program. The purpose of the program is to provide financial assistance to local units of government and public and private schools to purchase tire-derived products made from recycled waste tires including playground cover, mulching products and molded or extruded rubber products.

The playground surfacing and fitness scape for Glendell Acres are designed as poured in place rubber surfacing material that can be constructed with 50% or more recycled waste tire material. City Staff has requested estimates from local recycled surfacing providers for a cost to include in the grant application. Once an estimate is received City Staff can apply for the grant which will pay up to 50% of the eligible costs. Grant applications are due by January 16, 2024 for FY2024 grant disbursement.

City Staff recommends approval to apply for the KDHE Waste Tire Grant application for the Glendell Acres project playground and fitness scape surfacing.

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

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**Funding Source:** Park Impact Fee

**Budget Allocated:** \$740,867

x Karen E. Kindle

**Finance Director Approval:**

Karen Kindle, Finance Director

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**Recommendation: Approve Submittal of Application to Kansas Department of Health and Environment (KDHE) Waste Tire Grant Program for the Glendell Acres Project Recycled Playground Surfacing.**

**Enclosed:**

KDHE Waste Tire Grant Program – SFY 2024 Grant Application  
KDHE Waste Tire Grant Program Guide

**Prepared by:**

Holly Robertson, P.E., CIP Project Manager

# Waste Tire Grant Program – SFY 2024

## Surfacing Application

Postmark Deadline is **January 16, 2024**

Submit Applications to:  
[kdhe.bwmgrant@ks.gov](mailto:kdhe.bwmgrant@ks.gov) OR  
mail to:

KDHE  
Attn: Grant Coordinator  
1000 SW Jackson, Ste. 320  
Topeka, KS 66612

Priority \_\_\_\_\_

\_\_\_\_\_  
Name of Applicant/Organization

\_\_\_\_\_  
County

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip

\_\_\_\_\_  
Contact Person (responsible for day to day project management)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name of Authorized Contract Signatory

\_\_\_\_\_  
Title

(\_\_\_\_\_) \_\_\_\_\_

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
E-mail Address

\_\_\_\_\_  
Web Page

\_\_\_\_\_  
FEIN (IRS) Tax Number

### Waste Tire Product Information

Have you been awarded a Waste Tire Derived Product Grant before? Yes ☐ No ☐ Unknown ☐

If so, have your prior grant(s) closed? Yes ☐ No ☐ Unknown ☐

Is this a request for a refill of loose fill rubber mulch? Yes ☐ No ☐

If you are requesting a refill what year did the original grant take place? \_\_\_\_\_

Product Manufacturer (Vendor you plan to use) \_\_\_\_\_

Location of Project \_\_\_\_\_

Does this project include ADA compliant features and surfaces or is it part of a system that does?

Yes ☐ No ☐

Please describe your proposed project. (What will the grant money be used to purchase? Loose -fill rubber mulch, pour-in-place surfacing, livestock mats, rubber tiles)

Describe your organizations education and outreach efforts related to waste reduction. Please include measurable data points and justification. (Example: Our organization has a monthly newsletter that informs students and faculty about waste reduction activities. The newsletter is sent to 300 people)

Describe how this funding would directly benefit your organization and the people it serves.



## Budget Summary

Item	Matching Funds (Applicant) (50% of Total)	Grant Funds (KDHE) (50% of Total)	Total Cost of Project
Management/Design (match only)			
Labor Salaries for Base Preparation or Installation (match only)			
Volunteer Labor (match only)			
Equipment Used for Install (match only)			
Shipping/Freight			
Waste Tire Surfacing Product			
Other			
Supplies			
Other			
<b>Total for Each Column</b>			
<b>PERCENTAGE OF TOTAL</b>	%	%	%

(Matching Funds must be at least 50% of total project cost.)

Budget Justification – Provide a detailed description of the expenses to be charged to the grant and match funding. See the grant guide for details.

Management/Design:

--

Labor Salaries/Volunteer Labor:

--

Equipment Used for Install

--

Supplies Detail: (Items with a lifespan of less than one year or are depleted as they are used)

--

Other Details: (Items under \$2,000 that don't fall under the category of "Supplies")

--

### Project Diagram

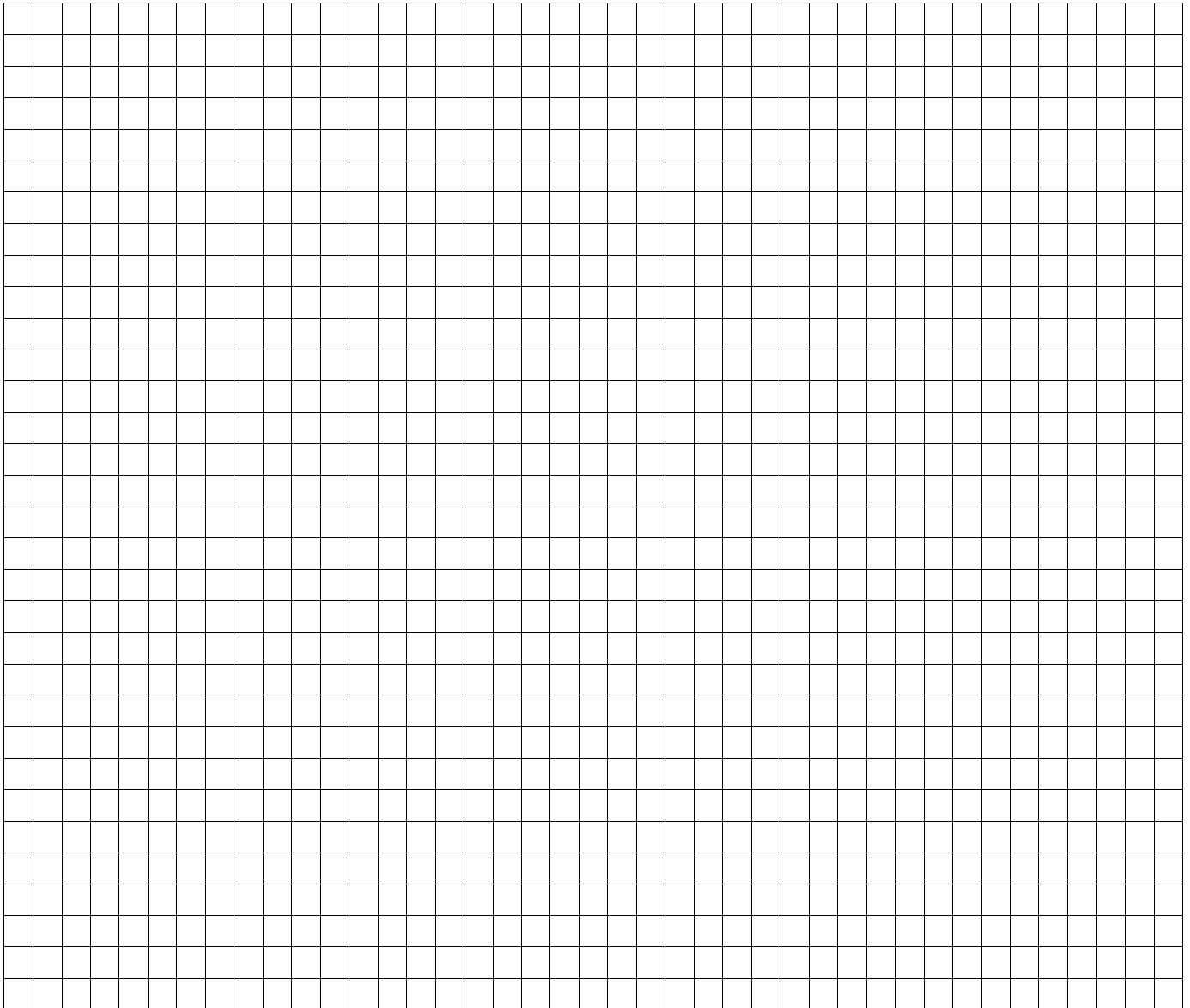
Attach a Google Maps satellite view of the proposed project area **OR** use the diagram below to roughly map out the project location.

Please include “before” photos of the area where the project will be installed.

Include any relevant buildings, play equipment or existing hazards.

□ = One foot

NORTH ↑



Important Information – KDHE highly recommends that materials and installation of playground surfacing conform to the Consumer Product Safety Commission for Public Playground Safety – Publication 325. Please consult with your manufacturer to determine the best material depth for your project.

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Name of Quality Office who will oversee and certify proper installation

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Title of Quality Officer

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Organization of Quality Officer

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Quality Officer Phone Number

The Quality Officer is a: (Check all that apply)

- ☐ Licensed Engineer
- ☐ Certified Playground Inspector
- ☐ Representative of the Manufacturer
- ☐ Trained Installer

**CERTIFICATION:** The undersigned is an official authorized to represent the applicant.

The person **signing this document must have the authority to contractually bind the applicant or be the designated fiscal agent.** For local governments, this is generally the mayor or the chairperson of the county commission. For schools, this is generally the superintendent, or board president. Secure all necessary approvals from government bodies prior to signing this application.

I certify that all proposed activities will be carried out in a timely manner; that all grant money received will be utilized solely for the purposes for which it is intended; that records documenting the project implementation will be maintained and submitted when requested.

---

Print Name of Authorized Representative

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Title

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Signature of Authorized Representative

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Date

The Kansas Department of Health and Environment does not discriminate on the basis of race, color, national origin, Limited English Proficiency, disability, age, or sex in administration of its programs or activities. KDHE does not intimidate or retaliate against any individual or group because they have exercised their rights to participate in programs or actions or opposed programs or activities. If you would like to learn more or believe that you have been discriminated against with respect to a KDHE program or activity, you may visit [www.kdhe.ks.gov/1874](http://www.kdhe.ks.gov/1874) Policy or call 785-296-5156 to learn how and where to file a complaint of discrimination.

## Application Packet Checklist

Initials:

- \_\_\_\_\_ Completed application with all fields filled out
- \_\_\_\_\_ Signed by an authorized representative
- \_\_\_\_\_ A detailed budget
- \_\_\_\_\_ A detailed public education and outreach plan
- \_\_\_\_\_ Project diagram attachment or drawing
- \_\_\_\_\_ Before photos of the area the product will be installed
- \_\_\_\_\_ A quote on Vendor Letterhead for every item to be purchased  
(not a brochure)

Thank you for applying for a Waste Tire Grant!



# Waste Tire Grant Program Grant Guide



Revised: October 2023

## **Grant Award Purpose**

The purpose of the Waste Tire Grant Program is to provide financial assistance to local units of government and public and private schools to purchase tire-derived products made from recycled waste tires including playground cover, mulching products and molded or extruded rubber products.

## **Who Can Apply**

Previous recipients may apply.

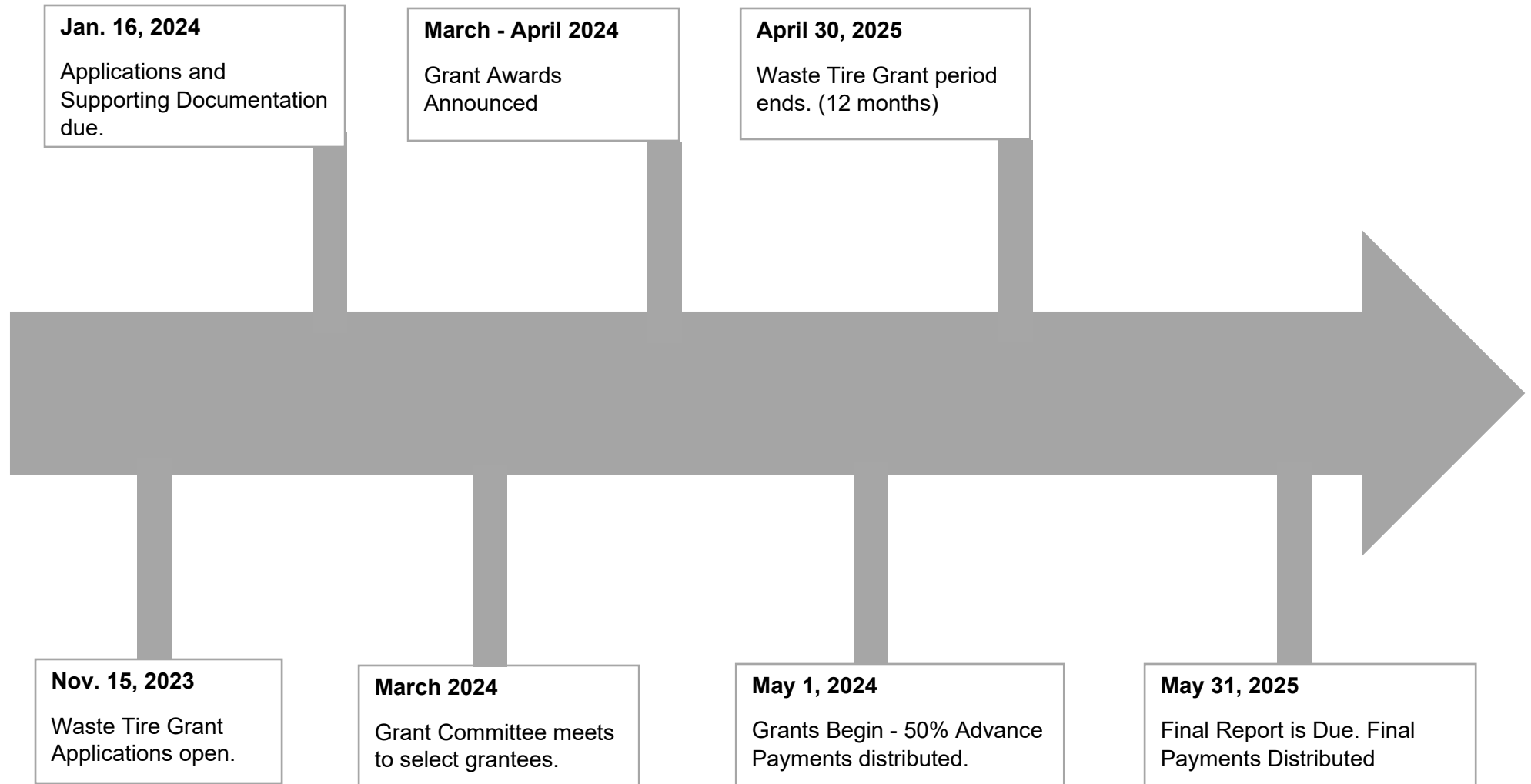
Only Kansas's local units of government and public and private schools may apply for these grants. This includes counties, municipalities, school districts, private schools (limited to K-12), townships, park districts.

## **Eligible Projects**

Waste tire derived products composed of multiple materials must be no less than 50% waste tire material by weight, unless composed of other recycled material.



## Waste Tire Grant Timeline



## Application Deadlines and Requirements

The Waste Tire Grant application deadline is January 16. Applications must be received or postmarked by this date to be eligible. Award announcements are expected in April. Contracts become effective May 1.

1. The Applicant must be in good standing:
  - If the applicant owns or operates a solid waste disposal facility, all solid waste tonnage permit fees must be current and paid.
  - Grantee shall obtain all necessary and applicable permits, and comply with all applicable federal, state and local statutes regarding solid wastes, and the [Consumer Product Safety Commission](#) guidelines for Public Playground Safety.
  - A prior grant recipient must not have used grant funds for unauthorized purposes.
  - By accepting the grant, the grantee certifies that the project is ADA compliant, or that is part of an overall facilities system that provides ADA access and compliance pursuant to all local, state and federal requirements.
2. Prior grants must be closed, or a status report of that project must be submitted with the application.
3. Grant applicants, with the exception of table and bench applicants, must identify a quality officer with the grant application. (The quality officer must be a licensed engineer, certified playground inspector, representative of the manufacturer of the product, or a trained installer.)
4. Grantees must place a placard on the project site using a design provided by Kansas Department of Health and Environment (KDHE) and indicate the funding was provided by a KDHE grant program. Promotional materials must also contain the same graphic. Signs will be provided by KDHE for project sites. Grantees must participate in KDHE public education campaigns for the duration of the grant contract.
5. The grantee is required to carry property insurance (not to be confused with liability insurance), which would replace grant funded items destroyed by weather, vandalism, fire

## Funding and Match Requirements

The grantee will receive an advance payment of fifty percent of the awarded KDHE grant funds, after the Secretary of KDHE and the grantee have signed the award contracts. If awarded, only approved expenses incurred after the state and before the end of the contract fiscal reimbursement period (12 months) will be allowed.

This advance payment may be held or delayed until all conditions of the grant program are met.

- The advance payment will be the only grant funding the grantee will receive up-front. All other funding will be on a reimbursement basis.
- A completed affidavit of expenditures with supporting documentation must be submitted for all reimbursements and match.
- If awarded, the grant will pay up to 50% of the eligible cost in the awarded project; the match requirement is a minimum of 50% of the total project. (Example: the grant award will pay \$5,000 and the grantee will match \$5,000, with the total project cost being \$10,000).

Final grant reimbursement will not be made by KDHE until all required documentation is received and approved, including:

- A final [affidavit of expenditures](#).
- Invoices.
- A final report with photos of the completed grant project.

- Proof of property insurance.  
The KDHE [certificate of installation](#) from the quality officer for surfacing materials.

### **Eligible Items that can be purchased using Grant Funding**

- Tire derived products.
- Shipping expenses.
- Supplies such as color, binder or coating.
- Installation costs of pour-in-place and unitary playground surfacing only (not rubber mulch).

### **Eligible items that can be purchased as “In-Kind Match”**

- Salaries of employees working on the grant project.
- Volunteer hours at the rate of \$12.00 an hour.
- Management/Design donated for assistance with project planning, design, finance, legal affairs, marketing, engineering and environmental evaluations, during the grant fiscal reimbursement contract dates, will be considered volunteer labor.
- Base preparation and drainage under rubber playground surfacing.
- Loose-fill installation costs.
- Use of equipment and labor for installation purposes only.
- Shipping expenses (cash match).  
Travel if the grantee is picking up the product.

### **Items not Eligible for Match or Grant Reimbursement**

- The cost of preparing the grant and permit applications.
- Permit fees.
- Travel costs – except for picking up the grant product.
- Athletic field surfacing.
- General operation and maintenance costs of an existing or proposed facility.
- Federal and State grants or donated funds from other sources.
- Cost of removal of old playground equipment or installation of new playground equipment.

## Quick Reference Chart for Funding

KDHE Grant Eligible Expenses	Grantee Match Eligible Expenses
Tire Derived Products <ul style="list-style-type: none"> <li>- Pour-in-place rubber surfacing</li> <li>- Loose fill rubber mulch</li> <li>- Rubber Tiles or Unitary Mat</li> <li>- Molded or extruded rubber edging</li> <li>- Tables and benches</li> <li>- Other</li> </ul>	Tire Derived Products <ul style="list-style-type: none"> <li>- Pour-in-place rubber surfacing</li> <li>- Loose fill rubber mulch</li> <li>- Rubber Tiles or Unitary Mat</li> <li>- Molded or extruded rubber edging</li> <li>- Tables and benches</li> <li>- Other</li> </ul>
Shipping Expenses	Shipping Expenses
Supplies such as color, binding and coating	Supplies such as color, binding, coating
Installation costs (Pour-in-place only)	Waste tire product installation costs
	Salaries for employees working on the grant project
	Volunteer labor at \$12.00 per. hour
	Management/Design donated for assistance with project planning, design, finance, legal affairs, marketing, engineering, and environmental evaluation, during the fiscal reimbursement at \$12.00 per. hour
	Base preparation and drainage under rubber playground surfacing
	Use of equipment and labor for installation of grant products
	Travel if the grantee is picking up project

## Additional Key Information

- Rubber products exceeding \$1,000.00 with a useful life of a year or more are defined as capital equipment.
- The grants committee will not consider incomplete or late applications. Please make sure that you read the application and grant guide thoroughly to ensure you are properly completing the application and all supporting documentation is included.
- If you would like to include any additional information not specified in the grant application, please use a cover letter to explain this additional information.
- The fiscal reimbursement period is one year. Extensions can be requested but are not guaranteed.
- Installations of uncoated, all-black playground surface material will be required to have signage to warn users of potential heat hazards.

If you have questions or need assistance regarding the Waste Tire Grant, please contact:

Kimberly Butler, Grant Coordinator

[kdhe.BWMGrant@ks.gov](mailto:kdhe.BWMGrant@ks.gov)

785-296-1540

## City Council Action Item

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**Council Meeting Date:** December 14, 2023

**Department:** Public Works

**Agenda Item: Consider Submittal of Application to Kansas Department of Health and Environment (KDHE) for Technical Assistance related to Lead and Copper Rule Revision (LCRR) Water System Service Line Inventory for FY2024.**

**Background/Description of Item:**

On October 27, 2022 City Council adopted the 2023 to 2027 CIP which included the Lead & Copper Rule Revision (LCRR) Inventory as a newly funded project. Initially this project budget included ARPA funds of \$29,255 and Kansas Department of Health and Environment (KDHE) State Revolving Fund (SRF) Grant of \$55,000. Since then, KDHE is now providing technical assistance for LCRR instead of funding through the SRF.

The Public Water Supply Section of KDHE is accepting application from Kansas public water supply systems (PWS) that want assistance completing their Lead Service Line Inventories required under the LCRR. Four modules for requesting assistance are available through this application and are listed below:

**Module A:** KDHE assigned vendor reviews local records to identify service lines materials in the public water supply distribution system. The vendor may also be requested to conduct customer surveys or other outreach to determine materials of private service lines. City Staff would be involved in this process.

**Module B:** Statistical analysis, predictive modeling, or machine learning which may include digitizing paper records and transforming to database, metadata, or other searchable data storage.

**Module C:** On-site investigations for validation of records reviewed in Module A and validation of Module B. Activities include water quality sampling, excavation, and vacuum or hydro-excavation.

**Module D:** Development of Lead Service Lines Replacement Plans that comply with the seven elements of the LCRR.

On March 9, 2023 City Council approved a professional services agreement with NEER to provide services to assist in completing the LCRR Inventory and host our database. The ARPA funds allocated to the project will be encumbered with the NEER contract.

The assistance offered by KDHE in addition to our NEER contract will greatly reduce the workload of City Staff for obtaining this information or contracting out these services. City Staff recommends applying for assistance through all four modules available to expedite the development of our LCRR inventory which must be completed according to the Environmental Protection Agency (EPA) by the October 16, 2024 deadline.

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

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**Funding Source:** ARPA Funds

**Budget Allocated:** \$29,255

x Karen E. Kindle

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

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**Recommendation: Approve Submittal of Application to Kansas Department of Health and Environment (KDHE) for Technical Assistance related to Lead and Copper Rule Revision (LCRR) Water System Service Line Inventory for FY2024.**

**Enclosed:** KDHE LCRR Water System Service Line Inventory Request for Assistance Application

**Prepared by:** Holly Robertson, P.E., CIP Project Manager

**Kansas Department of Health and Environment**  
**Lead and Copper Rule Revisions (LCRR)**  
**Water System Service Line Inventory**  
**Request for Assistance**

PWS Name:

PWS ID:

PWS Contact Name:

Phone:

Email Address:

The Kansas Department of Health and Environment, Public Water Supply Section is accepting applications from Kansas public water supply systems (PWS) that want assistance with completing their Lead Service Line Inventories required under the Lead and Copper Rule Revisions (LCRR). Please check the Modules you are requesting assistance for and provide the information requested below. Please submit the completed form to the KDHE Service Line Inventory Email Address: [KDHE.LSLInventory@ks.gov](mailto:KDHE.LSLInventory@ks.gov).

**Module Description**

**Module A:** PWS system records review and customer surveys. The vendor will review local records to identify service line materials in the public water supply distribution system. The vendor may also be requested to conduct customer surveys or other outreach to determine privately owned service line materials. Reviews and surveys may require on-site records research and/or direct customer contact at the public water supply system.

**Module B:** Statistical analysis, predictive modeling or machine learning which may include digitizing paper records and transforming to spreadsheet or database, including data dictionary or metadata.

**Module C:** On-site investigations for validation of records review results completed under Module A and validation of statistical analysis conducted under Module B. Activities include: water quality sampling (non-compliance), excavation, and vacuum or hydro-excavation. Other emerging technologies may be used upon prior KDHE approval.

**Module D:** Development of Lead Service Line Replacement Plans that comply with the seven elements of the LCRR.

**Water System Inventory Information**

1. Approximate number of service connections:
2. Approximate number of service connections installed before April 1988:
3. Please check the Modules your PWS system is requesting assistance for and check the boxes indicating the information your PWS system has for those Modules.

☐

**Module A: Historical Records Review and Customer Survey**

- a. My PWS system has the following records available:

	System Maps	Plumbing Codes	Building Codes	Materials Evaluation	Inspection Reports	O&M Records	Tap Cards
Paper							
Electronic							
Both							

- ☐ Yes ☐ No

a. My PWS system has the following records available:

	System Maps	Plumbing Codes	Building Codes	Materials Evaluation	Inspection Reports	O&M Records	Tap Cards
<b>Paper</b>							
<b>Electronic</b>							
<b>Both</b>							

a. My PWS system has staff available to assist contractors with on-site service line validation

- ☐ Yes ☐ No

4. The following information is requested for all modules:

	Estimated % Unknown
PWS Owned Service Line	
Privately Owned Service Line	

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## City Council Action Item

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**Council Meeting Date:** October 26, 2023

**Department:** Administration

### **Agenda Item: Consider Contracts and Addendum with Brightspeed to Provide Internet Service to Select City of Edgerton Facilities**

**Background/Description of Item:**

On August 3, 2021, Lumen announced an agreement to sell its local consumer, small business, wholesale and enterprise customer operations in 20 states to Brightspeed. The state of Kansas was included in this, and in the coming months Edgerton would be part of the conversion from Lumen owned lines to Brightspeed owned lines. However, Lumen remained the City's contracted internet service provider due to our contract terms.

As the City's contract with Lumen expires on January 26, 2024, staff began exploring cost options with Brightspeed. Staff also reached out to Kwikom a month ago for an estimate but have not received one back. A 36-month contract (instead of a 60-month one) with Brightspeed is recommended to give the City flexibility should other internet providers become available and have competitive pricing and speeds.

Brightspeed was able to offer faster internet speeds and/or a lower monthly rate compared to Lumen. The Brightspeed contract terms would specifically provide for:

- Increasing City Hall from 100Mb to 200Mb for \$100 less a month
- Providing internet to The 414 building at an extremely reasonable rate (no internet service possible with Lumen currently)
- Providing 200Mb internet for a reasonable price at The Greenspace once complete (Brightspeed will be completing the line buildout as part of construction)
- Decreasing the monthly cost paid for the same internet speed at Big Bull Creek WWTP

As it will take approximately 90 days for Brightspeed to set up service under the new contract, staff recommends signing the contract to initiate service with them upon setup completion. Lumen would be utilized on a monthly basis after the contract ends until the switch to Brightspeed is complete. The Greenspace contract will only be in effect once the building is complete and internet service is turned on.



Below is a comparison chart of internet speed and monthly cost between Lumen and Brightspeed.

MRP= Monthly rate  
NRC= Non-Recurring Charge (One-time setup fee)

Brightspeed	Speed	Term	MRR	NRC
404 East Nelson	200Mb	36	\$908.00	\$500.00
414 East 4th Street	100Mb	36	\$744.00	\$500.00
303 East Nelson	200Mb	36	\$1,097.00	\$500.00
20600 Homestead Ln	100Mb	36	\$831.00	\$500.00

Lumen	Speed	Term	MRR	NRC
404 East Nelson	100Mb		\$1,008.00	
414 East Nelson	N/A - Service Beamed from City Hall			
303 East Nelson	No quote requested due to buildout costs			
20600 Homestead Ln	100Mb		\$900.00	

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

**Funding Source/Budget Allocated:**

**Brightspeed Proposed Annual Cost –  
2024 - General Fund**

Total Proposed Brightspeed Cost	\$19,824
Public Works Internet	\$2,760
Total Estimated Annual Cost from General Fund	\$22,584

2024 Budget - General Fund	
Total Budget	\$31,920
Budget Over (Under) Est Cost	\$9,336

**Brightspeed Proposed Annual Cost –  
2024 - Water/Sewer Fund**

Total Proposed Brightspeed Cost	\$9,972
2024 Budget - Water Fund	\$6,000
2024 Budget - Sewer Fund	\$5,880

Total Budget	<u>\$11,880</u>
Budget Over (Under) Est Cost	<u><u>\$1,908</u></u>

x Karen E. Kindle

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

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<b>Recommendation: Approve Contracts and Addendum with Brightspeed to Provide Internet Service to Select City of Edgerton Facilities</b>
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**Enclosed:** Brightspeed Contracts and Addendum

**Prepared by:** Meagan Borth, Assistant City Administrator

# Brightspeed Enterprise Near-Net DIA Order Form

## Order Information

Opportunity ID (Brightspeed PON):	58937455	Date of Quote:	9/26/23
Customer Name:	City of Edgerton	Customer Account (BAN):	314158756
Requested Due Date:		Customer Purchase Order # (PON):	
Quote Expiration Date:	12/25/23	Quote #:	

## Customer Contact Information

	Name	Number	Email
Primary Contact:	Meagan Borth	913-295-8064	mborth@edgertonks.org
Technical Contact:	Dan Merkh	913-295-8064	dmerkh@edgertonks.org
Billing Contact:	Karen Kindle	913-295-8064	kkindle@edgertonks.org
Local Onsite Contact:	Meagan Borth	913-295-8064	mborth@edgertonks.org
		Technical Contact is same as Primary Contact	<input type="checkbox"/>
		Billing Contact is same as Primary Contact	<input type="checkbox"/>

## Location Information

Location Name (BLDG CLLI):	Near-Net - Fiber build Required	State or Province:	KA
Address:	404 East Nelson	Floor / Room / Suite:	
City:	Edgerton	Interface Type	
Zip or Postal Code:	66021	Connector	

## IP Port Information

## MRC

## NRC

	Dedicated Internet Access	-	-
Term:	3 yr	-	-
Port Speed:	GigE (up to 1Gb)	-	-
Sub Bandwidth:	200M	\$658.00	-
Managed Router:	FastE (C1111-8P-ET-03)	\$206.00	\$500
WAN IP's:	/30	-	-
Number of Static IP's:		-	-
Routing Protocol:	Static	-	-
Price Plan Feature Code	DIA 200M	-	-
Price Plan Description	DIA 200M 3 yr	-	-
Build Required (Cost):		-	-
Total		\$864.00	\$500.00

## Notes

**Sign and send to your Sales Representative**

### Terms and Conditions Governing This Quote / Order

- "Brightspeed" is defined for purposes of this quote as Brightspeed Broadband, LLC, or its affiliated entities providing Services under this quote. The quote may be referred to as an "Order" upon signature by Customer. The Brightspeed entity providing Services is identified on the invoice for the Services.
- This confidential quote or Order may not be disclosed to third parties and is non-binding until accepted by Brightspeed, as set forth in Section 5. Customer places this Order by signing (including electronically or digitally) or otherwise acknowledging (in a manner acceptable to Brightspeed) this document and returning it to Brightspeed.
- If Services reflected in this quote will be purchased via an Access Service Request (ASR) by a Customer that has established such capability (e.g. generally applicable to certain wholesale customers), the following shall apply: (A) Customer's ASR shall include the applicable PNUM, if any, specified in this quote or in an applicable written agreement signed by both Parties; (B) Brightspeed reserves the right to adjust the PNUM codes used by Customers (but not the underlying rates or terms associated with the PNUM) by providing written notice to Customer; (C) if the Order involves special construction, Customer must sign this quote before submitting the ASR and Customer may also be required to sign a separate Special Construction Form reflecting the estimated construction costs; (D) if the quote reflects special pricing Customer must sign this quote before submitting the ASR; and (E) a quote that is not for special construction and does not contain custom rates is an information only quote that contains the applicable rates in effect on the Quote Issue Date for the services being quoted, but Customer will be charged the applicable rates in effect under the Governing Documents (as defined in Section 16 below) on the date the Customer ASR is accepted, and (F) if a valid PNUM is not properly specified by the Customer within an ASR the Service will be charged at the then standard Tariff or ISG rates applicable to the Service.
- Unless otherwise specified, pricing for On-Net Services is valid for ninety (90) calendar days from the date indicated, and pricing for Off-Net Services is valid for forty-five (45) calendar days from the quote issue date, subject to Section 6 below. If the Customer doesn't sign and return the quote form to Brightspeed and, where applicable, submit an Access Service Request (ASR) within the timeframes specified above, the quote expires and the Customer must submit a request for a new quote. Any construction costs reflected on the quote is an estimate only and is subject to the terms of Section 6 below.
- Brightspeed will notify Customer of acceptance of requested Service in this Order by delivering (in writing or electronically) the date by which Brightspeed will install Service (the "Customer Commit Date"), by delivering the Service, or by the manner described in a Service Schedule. Customer will pay Brightspeed's standard expedite charges if Customer requests a delivery date inside Brightspeed's standard interval duration. Provisioning intervals will be adjusted and the "Customer Commit Date" may be adjusted as necessary to reflect any applicable notices and confirmations under Section 6 below.
- Prior to completion of installation: Brightspeed may notify Customer in writing (including by e-mail) of additional charges due to:
  - notices of additional charges received by Brightspeed from off-net vendors subsequent to the preparation of the quote. Customer has eight (8) business days following such notice to confirm in writing its acceptance of the additional costs; or otherwise, Customer is deemed to have cancelled the Order without additional termination charges except for out-of-pocket costs (if any) incurred in constructing facilities prior to the date of cancellation; or
  - special construction costs in excess of those quoted which are determined to be necessary (e.g. as a result of a final facilities check, site survey or during the course of construction). Customer has ninety (90) calendar days following such notice to confirm in writing its acceptance of the additional costs; or otherwise, Customer is deemed to have cancelled the Order without additional termination charges. Brightspeed will not commence or continue any engineering or construction related to the additional costs specified in the notification until it receives from the Customer a separate signed quote or Special Construction Form (SCF) or other written confirmation of Customer's acceptance of the additional special construction costs. Brightspeed reserves the right to request payment for the additional cost, or a portion thereof, in advance of construction.
  - After notice of additional costs is given pursuant to this Section 6, if costs continue to increase during the period before Customer provides confirmation of its acceptance, Brightspeed may again notify Customer of such increases, in which event the process outlined in Section 6 shall repeat with respect to such cost increase(s). Brightspeed must notify Customer of any new increases not later than seven (7) calendar days after receipt of Customer's confirmation of acceptance of costs specified in a prior notice.
- Brightspeed will deliver a written or electronic notice that the Service is installed (a "Connection Notice"), at which time billing will commence, provided however, if Brightspeed cannot complete installation due to Customer delay or inaction, Brightspeed may begin charging Customer and Customer will pay such charges in the absence of a cancellation. If Customer notifies Brightspeed within five (5) business days after delivery of the Connection Notice that Service is not functioning properly, Brightspeed will correct any deficiencies and, upon Customer's request, credit Customer's account in the amount of 1/30 of the applicable monthly recurring charge (MRC) for each day the Service did not function properly. Such credits shall apply in lieu of any credits that would otherwise apply under an applicable Service Level Agreement (SLA) for the affected Service. A "deficiency" in the Service will be deemed to exist for purposes of requiring correction under this paragraph if Customer would otherwise be entitled to credits under the applicable SLA if the Service had previously been functioning properly. Following expiration of the notice period specified in this paragraph and correction of deficiencies (if any) identified by Customer, subsequent non-performance, outages, failures to deliver or defects in Service will be governed by the SLA applicable to the affected Service, which shall be Customer's sole remedies for the items covered by the SLA.

8. At the expiration of the Service Term, unless otherwise specified in the applicable Service Attachment, Service will continue as follows: (A) for On-Net Service, month-to-month at existing rates, subject to adjustment by Brightspeed on thirty (30) days' advance written notice, until either Party provides thirty (30) days advance written notice of termination, and (B) for Off-Net Service, at existing rates subject to adjustment and/or termination in accordance with the notice provisions governing the applicable third party carrier arrangement, and in each case such Service shall continue to be subject to the terms of the Governing Documents specified in Section 16 below, until terminated.

9. If a generic demarcation point (such as a street address) is provided, the demarcation point for On-Net Services will be Brightspeed's Minimum Point of Entry (MPOE) at such location (as determined by Brightspeed). Off-net demarcation points will be the off-net vendor's MPOE. If this quote identifies aspects of services that are procured by Customer directly from third parties, Brightspeed is not liable for such services.

10. Equipment provided by Brightspeed to be located in Customer's premises ("CPE") is subject to the terms of the CPE Addendum. A copy of the CPE Addendum and a list of Services to which it applies is available upon request, and Customer acknowledges its acceptance of such terms based upon review or waiver of the right to request same. If requested by Customer, and for an additional charge, Brightspeed will provide assistance with activating and/or configuring equipment on Customer's side of the demarcation point ("Activation Support").

11. Charges for Service are exclusive of Taxes and Fees. Customer is responsible for all taxes and fees, in accordance with the Governing Documents under Section 16. If Customer presents Brightspeed with a valid exemption certificate that eliminates Brightspeed's obligation to pay certain Taxes and Fees, the exemption will apply prospectively. Single prices shown for any bundled Services or for Services provided at multiple locations will be allocated among the individual Services for the purpose of applying taxes and regulatory fees and may also be divided on Customer's invoice by location served.

12. For Off-Net Services under an Order that utilize TDM access, the following apply: (a) on sixty (60) days' prior written notice, Brightspeed may re-provision Customer's Service ("Re-provision"). If Customer objects to the Re-provision, Customer may terminate the affected Service without early termination liability by notifying Brightspeed in writing within thirty (30) days of the date of the Re-provision notification; and (b) in response to a rate increase by third party providers, Brightspeed may implement a corresponding increase in rates for such Services upon sixty (60) days' prior written notice before implementing the increase ("Rerate Notice"). If Customer objects to the increase, Customer must notify Brightspeed in writing within thirty (30) days of the date of the Rerate Notice whether Customer will (i) receive the affected Service on a month-to-month basis or (ii) terminate the affected Service, subject to early termination liability charges. Under subsection (b)(ii), Customer's requested disconnect date must be within ninety (90) days of the Rerate Notice. Unless Customer so notifies Brightspeed, the affected Service will continue to be provided at the increased rates.

13. All transport Services ordered from Brightspeed will be treated as interstate for regulatory purposes. Customer may certify transport Service as being intrastate (for regulatory purposes only) in a format as required by Brightspeed, but only where the transport Services are sold on a stand-alone basis, the end points for the Service are located in the same state and neither end point is a Brightspeed provided IP port ("Intrastate Services"). Where Customer requests that Services be designated as Intrastate Services, Customer certifies to Brightspeed that not more than ten percent (10%) of Customer's traffic utilizing the Intrastate Services will be originated or terminated outside of the state in which the Intrastate Services are provided. Such election will apply prospectively only and will apply to all Intrastate Services stated in an Order.

14. If Brightspeed offers Internet Services in the Asia-Pacific region where it does not hold a license to provide the Service, Customer consents to Brightspeed providing Service by procuring services of third-party carriers as Customer's agent, and Customer appoints Brightspeed and its vendors (if any) whose Internet Services is resold by Brightspeed as its agent to the extent necessary to obtain such Service.

16. Governing Documents.

(A) If the Service(s) reflected on this quote will be provided by a Brightspeed ILEC affiliate solely pursuant to an ISG or Tariff (i.e., without a separate contract), the Order will be governed by these terms and conditions and by the terms specified in Sections 17 or 18 below, as applicable.

(B) If the Service(s) reflected on the quote will not be provided pursuant to 16(A) above, the Service identified in this Order is subject to the Master Service Agreement between Brightspeed and Customer and any applicable Service Attachments, to the extent not inconsistent with this Order. If the Master Service Agreement does not include the Service Schedule(s) applicable to the Service(s) reflected in the Order, then Brightspeed's current standard Service Schedule applicable to the Services will apply, copies of which are available upon request and Customer acknowledges its acceptance of such terms based upon such review or waiver of the right to request same. If Brightspeed and Customer have not executed an MSA, Brightspeed's current standard Master Service Agreement and the standard Service Schedule(s) which are applicable to the Service(s) will govern, copies of which are available upon request and Customer acknowledges its acceptance of such terms based upon such review or waiver of the right to request same. In the event of a conflict between this quote and the applicable Master Service Agreement, the terms of this quote shall apply. The applicable MSA may be between Brightspeed and Customer's affiliate, if the MSA expressly authorizes the Customer and such affiliate to both submit Orders under the MSA.

(C) This Order controls over any Customer-issued purchase order, and any terms or conditions contained in a Customer-issued purchase order or other Customer ordering document will have no force or effect; any reference to a Customer-issued purchase order number is for Customer's internal tracking purposes only.

(D) If any applicable Governing Documents do not contain a limitation of the following types of damages, then the following clause shall apply: Neither party will be liable for any damages for lost profits, lost revenues, loss of goodwill, loss of anticipated savings, loss of data or cost of purchasing replacement service, or any indirect, incidental, special, consequential, exemplary or punitive damages arising out of the performance or failure to perform under this Order.

17. Additional Terms and Conditions for Services Purchased from the ISG:

A. In addition to the terms and conditions of this Order, terms and conditions for ISG services offered under this quote will be the terms found in the applicable Interstate Service Guides (the "ISGs") located at the following link: <https://www.brightspeed.com/aboutus/legal/consumer/tariff-library/tariff-information>

B. The ISGs are incorporated herein and are subject to change. Changes to the ISGs are identified at the foregoing website.

C. This quote represents a reasonable estimate of charges for Service based on the information the Customer has provided and is subject to service availability. Pricing does not include cross connects unless specifically stated. Please be aware that if Customer submits an ISG order for Service via an ASR, actual billing will be based on the specifics of Customer's ASR order, and if a valid PNUM is not properly specified the Service will be charged at the applicable ISG rates in effect on the date the ASR is accepted. Any applicable taxes, fees and surcharges will also be assessed.

D. The Services are available for the selected Service Term. If the Customer discontinues Service prior to the expiration of the term, charges will be assessed for the discontinued Service subject to the terms and conditions of the applicable ISG.

E. The ISGs contain important provisions affecting Customer's legal rights and responsibilities, including: termination liability, limitation of liability, dispute resolution, indemnification and warranty disclaimer. These provisions can be found in the sections below for each of the ISGs:

	ISG#1	ISG#2	ISG#3	ISG#4	ISG#6	ISG#7	ISG#8	ISG#9
<b>Termination Liability</b>	7 & 20	5 & 20	7 & 20	7 & 22	7	7	7	7 & 22
<b>Limitation of Liability</b>	2.1	2.1	2.1	2.1	2.1	2.1	2.1	2.1
<b>Dispute Resolution</b>	2.3 & 2.4	2.3 & 2.4	2.3 & 2.4	2.3 & 2.4	2.3 & 2.4	2.3 & 2.4	2.3 & 2.4	2.3 & 2.4
<b>Indemnification</b>	2.1 & 2.3	2.1 & 2.3	2.1 & 2.3	2.1	2.1 & 2.3	2.1 & 2.3	2.1 & 2.3	2.1 & 2.3
<b>Warranty Disclaimer</b>	2.1	2.1	2.1	2.1	2.1	2.1	2.1	2.1

18. Additional Terms and Conditions for Services Purchased from the Tariff:

A. In addition to the terms and conditions of this Order, terms and conditions for the Service will be found in the applicable Brightspeed tariffs on file with the respective federal and/or state regulatory commissions. This quote does not contain all the Service terms, conditions and rates set forth in the tariffs; however, all of the terms, conditions and rates contained in tariffs filed with the F.C.C. or applicable state public service commissions apply to any Service provided by Brightspeed. Tariffs applicable to the Service(s) may be modified from time-to-time. In the event of any inconsistencies or conflicts between this quote and the applicable tariff, the Company's applicable tariff provision shall apply and take precedence. Any change in the tariff terms, conditions and rates will be incorporated into this quote without requiring a written document, effective as of the effective date of such change to the tariff terms, conditions and/or rates.

B. This quote represents a reasonable estimate of the applicable tariff or contract charges for Service based on the Customer information provided. If Customer submits an ASR for Service, actual billing will be based on the specifics of the ASR, and if a valid PNUM is not properly specified the Service will be charged at the applicable Tariff rates in effect on the date the ASR is accepted. Any applicable taxes, fees or surcharges will also be assessed.

C. Termination Charge. If Customer terminates a tariff Service, Customer is responsible for payment of a termination charge ("Termination Charge") as follows:

(i) If termination is during the twelve (12) months following the date Service is made available to Customer, as evidenced by Brightspeed records (the "Minimum Service Period"), Customer will pay a Termination Charge of one-hundred percent (100%) of the Service MRCs being terminated, multiplied by the number of months remaining in the Minimum Service Period.

(ii) If termination is after the Minimum Service Period, Customer will pay a Termination Charge of forty percent (40%) of the MRCs multiplied by the number of months remaining in the Service Term.

Signature Block

Customer Name:	
Total MRC:	\$864.00
Total NRC:	\$500.00
Signature:	
Name:	
Title:	
Date:	

Customer and the individual signing above represent that such individual has the authority to bind Customer to this Agreement.

# Brightspeed Enterprise Near-Net DIA Order Form

## Order Information

Opportunity ID (Brightspeed PON):		Date of Quote:	9/26/23
Customer Name:	City of Edgerton	Customer Account (BAN):	314158756
Requested Due Date:		Customer Purchase Order # (PON):	
Quote Expiration Date:	12/25/23	Quote #:	

## Customer Contact Information

	Name	Number	Email
Primary Contact:	Meagan Borth	913-295-8064	mborth@edgertonks.org
Technical Contact:	Dan Merkh	913-295-8064	dmerkh@edgertonks.org
Billing Contact:	Karen Kindle	913-295-8064	kkindle@edgertonks.org
Local Onsite Contact:	Meagan Borth	913-295-8064	mborth@edgertonks.org
	Technical Contact is same as Primary Contact		<input type="checkbox"/>
	Billing Contact is same as Primary Contact		<input type="checkbox"/>

## Location Information

Location Name (BLDG CLLI):	Near-Net - Fiber build Required	State or Province:	KA
Address:	414 East Nelson	Floor / Room / Suite:	
City:	Edgerton	Interface Type	
Zip or Postal Code:	66021	Connector	

## IP Port Information

## MRC

## NRC

Dedicated Internet Access		-	-
Term:	3 yr	-	-
Port Speed:	FastE (up to 100Mb)	-	-
Sub Bandwidth:	100M	\$538.00	-
Managed Router:	FastE (C1111-8P-ET-03)	\$206.00	\$500
WAN IP's:	/30	-	-
Number of Static IP's:		-	-
Routing Protocol:	Static	-	-
Price Plan Feature Code	DIA 100M	-	-
Price Plan Description	DIA 100M 3 yr	-	-
Build Required (Cost):		-	-
Total		\$744.00	\$500.00

## Notes

Sign and send to your Sales Representative

### Terms and Conditions Governing This Quote / Order

- "Brightspeed" is defined for purposes of this quote as Brightspeed Broadband, LLC, or its affiliated entities providing Services under this quote. The quote may be referred to as an "Order" upon signature by Customer. The Brightspeed entity providing Services is identified on the invoice for the Services.
- This confidential quote or Order may not be disclosed to third parties and is non-binding until accepted by Brightspeed, as set forth in Section 5. Customer places this Order by signing (including electronically or digitally) or otherwise acknowledging (in a manner acceptable to Brightspeed) this document and returning it to Brightspeed.
- If Services reflected in this quote will be purchased via an Access Service Request (ASR) by a Customer that has established such capability (e.g. generally applicable to certain wholesale customers), the following shall apply: (A) Customer's ASR shall include the applicable PNUM, if any, specified in this quote or in an applicable written agreement signed by both Parties; (B) Brightspeed reserves the right to adjust the PNUM codes used by Customers (but not the underlying rates or terms associated with the PNUM) by providing written notice to Customer; (C) if the Order involves special construction, Customer must sign this quote before submitting the ASR and Customer may also be required to sign a separate Special Construction Form reflecting the estimated construction costs; (D) if the quote reflects special pricing Customer must sign this quote before submitting the ASR; and (E) a quote that is not for special construction and does not contain custom rates is an information only quote that contains the applicable rates in effect on the Quote Issue Date for the services being quoted, but Customer will be charged the applicable rates in effect under the Governing Documents (as defined in Section 16 below) on the date the Customer ASR is accepted, and (F) if a valid PNUM is not properly specified by the Customer within an ASR the Service will be charged at the then standard Tariff or ISG rates applicable to the Service.
- Unless otherwise specified, pricing for On-Net Services is valid for ninety (90) calendar days from the date indicated, and pricing for Off-Net Services is valid for forty-five (45) calendar days from the quote issue date, subject to Section 6 below. If the Customer doesn't sign and return the quote form to Brightspeed and, where applicable, submit an Access Service Request (ASR) within the timeframes specified above, the quote expires and the Customer must submit a request for a new quote. Any construction costs reflected on the quote is an estimate only and is subject to the terms of Section 6 below.
- Brightspeed will notify Customer of acceptance of requested Service in this Order by delivering (in writing or electronically) the date by which Brightspeed will install Service (the "Customer Commit Date"), by delivering the Service, or by the manner described in a Service Schedule. Customer will pay Brightspeed's standard expedite charges if Customer requests a delivery date inside Brightspeed's standard interval duration. Provisioning intervals will be adjusted and the "Customer Commit Date" may be adjusted as necessary to reflect any applicable notices and confirmations under Section 6 below.
- Prior to completion of installation: Brightspeed may notify Customer in writing (including by e-mail) of additional charges due to:
  - notices of additional charges received by Brightspeed from off-net vendors subsequent to the preparation of the quote. Customer has eight (8) business days following such notice to confirm in writing its acceptance of the additional costs; or otherwise, Customer is deemed to have cancelled the Order without additional termination charges except for out-of-pocket costs (if any) incurred in constructing facilities prior to the date of cancellation; or
  - special construction costs in excess of those quoted which are determined to be necessary (e.g. as a result of a final facilities check, site survey or during the course of construction). Customer has ninety (90) calendar days following such notice to confirm in writing its acceptance of the additional costs; or otherwise, Customer is deemed to have cancelled the Order without additional termination charges. Brightspeed will not commence or continue any engineering or construction related to the additional costs specified in the notification until it receives from the Customer a separate signed quote or Special Construction Form (SCF) or other written confirmation of Customer's acceptance of the additional special construction costs. Brightspeed reserves the right to request payment for the additional cost, or a portion thereof, in advance of construction.
  - After notice of additional costs is given pursuant to this Section 6, if costs continue to increase during the period before Customer provides confirmation of its acceptance, Brightspeed may again notify Customer of such increases, in which event the process outlined in Section 6 shall repeat with respect to such cost increase(s). Brightspeed must notify Customer of any new increases not later than seven (7) calendar days after receipt of Customer's confirmation of acceptance of costs specified in a prior notice.
- Brightspeed will deliver a written or electronic notice that the Service is installed (a "Connection Notice"), at which time billing will commence, provided however, if Brightspeed cannot complete installation due to Customer delay or inaction, Brightspeed may begin charging Customer and Customer will pay such charges in the absence of a cancellation. If Customer notifies Brightspeed within five (5) business days after delivery of the Connection Notice that Service is not functioning properly, Brightspeed will correct any deficiencies and, upon Customer's request, credit Customer's account in the amount of 1/30 of the applicable monthly recurring charge (MRC) for each day the Service did not function properly. Such credits shall apply in lieu of any credits that would otherwise apply under an applicable Service Level Agreement (SLA) for the affected Service. A "deficiency" in the Service will be deemed to exist for purposes of requiring correction under this paragraph if Customer would otherwise be entitled to credits under the applicable SLA if the Service had previously been functioning properly. Following expiration of the notice period specified in this paragraph and correction of deficiencies (if any) identified by Customer, subsequent non-performance, outages, failures to deliver or defects in Service will be governed by the SLA applicable to the affected Service, which shall be Customer's sole remedies for the items covered by the SLA.

8. At the expiration of the Service Term, unless otherwise specified in the applicable Service Attachment, Service will continue as follows: (A) for On-Net Service, month-to-month at existing rates, subject to adjustment by Brightspeed on thirty (30) days' advance written notice, until either Party provides thirty (30) days advance written notice of termination, and (B) for Off-Net Service, at existing rates subject to adjustment and/or termination in accordance with the notice provisions governing the applicable third party carrier arrangement, and in each case such Service shall continue to be subject to the terms of the Governing Documents specified in Section 16 below, until terminated.

9. If a generic demarcation point (such as a street address) is provided, the demarcation point for On-Net Services will be Brightspeed's Minimum Point of Entry (MPOE) at such location (as determined by Brightspeed). Off-net demarcation points will be the off-net vendor's MPOE. If this quote identifies aspects of services that are procured by Customer directly from third parties, Brightspeed is not liable for such services.

10. Equipment provided by Brightspeed to be located in Customer's premises ("CPE") is subject to the terms of the CPE Addendum. A copy of the CPE Addendum and a list of Services to which it applies is available upon request, and Customer acknowledges its acceptance of such terms based upon review or waiver of the right to request same. If requested by Customer, and for an additional charge, Brightspeed will provide assistance with activating and/or configuring equipment on Customer's side of the demarcation point ("Activation Support").

11. Charges for Service are exclusive of Taxes and Fees. Customer is responsible for all taxes and fees, in accordance with the Governing Documents under Section 16. If Customer presents Brightspeed with a valid exemption certificate that eliminates Brightspeed's obligation to pay certain Taxes and Fees, the exemption will apply prospectively. Single prices shown for any bundled Services or for Services provided at multiple locations will be allocated among the individual Services for the purpose of applying taxes and regulatory fees and may also be divided on Customer's invoice by location served.

12. For Off-Net Services under an Order that utilize TDM access, the following apply: (a) on sixty (60) days' prior written notice, Brightspeed may re-provision Customer's Service ("Re-provision"). If Customer objects to the Re-provision, Customer may terminate the affected Service without early termination liability by notifying Brightspeed in writing within thirty (30) days of the date of the Re-provision notification; and (b) in response to a rate increase by third party providers, Brightspeed may implement a corresponding increase in rates for such Services upon sixty (60) days' prior written notice before implementing the increase ("Rerate Notice"). If Customer objects to the increase, Customer must notify Brightspeed in writing within thirty (30) days of the date of the Rerate Notice whether Customer will (i) receive the affected Service on a month-to-month basis or (ii) terminate the affected Service, subject to early termination liability charges. Under subsection (b)(ii), Customer's requested disconnect date must be within ninety (90) days of the Rerate Notice. Unless Customer so notifies Brightspeed, the affected Service will continue to be provided at the increased rates.

13. All transport Services ordered from Brightspeed will be treated as interstate for regulatory purposes. Customer may certify transport Service as being intrastate (for regulatory purposes only) in a format as required by Brightspeed, but only where the transport Services are sold on a stand-alone basis, the end points for the Service are located in the same state and neither end point is a Brightspeed provided IP port ("Intrastate Services"). Where Customer requests that Services be designated as Intrastate Services, Customer certifies to Brightspeed that not more than ten percent (10%) of Customer's traffic utilizing the Intrastate Services will be originated or terminated outside of the state in which the Intrastate Services are provided. Such election will apply prospectively only and will apply to all Intrastate Services stated in an Order.

14. If Brightspeed offers Internet Services in the Asia-Pacific region where it does not hold a license to provide the Service, Customer consents to Brightspeed providing Service by procuring services of third-party carriers as Customer's agent, and Customer appoints Brightspeed and its vendors (if any) whose Internet Services is resold by Brightspeed as its agent to the extent necessary to obtain such Service.

16. Governing Documents.

(A) If the Service(s) reflected on this quote will be provided by a Brightspeed ILEC affiliate solely pursuant to an ISG or Tariff (i.e., without a separate contract), the Order will be governed by these terms and conditions and by the terms specified in Sections 17 or 18 below, as applicable.

(B) If the Service(s) reflected on the quote will not be provided pursuant to 16(A) above, the Service identified in this Order is subject to the Master Service Agreement between Brightspeed and Customer and any applicable Service Attachments, to the extent not inconsistent with this Order. If the Master Service Agreement does not include the Service Schedule(s) applicable to the Service(s) reflected in the Order, then Brightspeed's current standard Service Schedule applicable to the Services will apply, copies of which are available upon request and Customer acknowledges its acceptance of such terms based upon such review or waiver of the right to request same. If Brightspeed and Customer have not executed an MSA, Brightspeed's current standard Master Service Agreement and the standard Service Schedule(s) which are applicable to the Service(s) will govern, copies of which are available upon request and Customer acknowledges its acceptance of such terms based upon such review or waiver of the right to request same. In the event of a conflict between this quote and the applicable Master Service Agreement, the terms of this quote shall apply. The applicable MSA may be between Brightspeed and Customer's affiliate, if the MSA expressly authorizes the Customer and such affiliate to both submit Orders under the MSA.

(C) This Order controls over any Customer-issued purchase order, and any terms or conditions contained in a Customer-issued purchase order or other Customer ordering document will have no force or effect; any reference to a Customer-issued purchase order number is for Customer's internal tracking purposes only.

(D) If any applicable Governing Documents do not contain a limitation of the following types of damages, then the following clause shall apply: Neither party will be liable for any damages for lost profits, lost revenues, loss of goodwill, loss of anticipated savings, loss of data or cost of purchasing replacement service, or any indirect, incidental, special, consequential, exemplary or punitive damages arising out of the performance or failure to perform under this Order.

17. Additional Terms and Conditions for Services Purchased from the ISG:

A. In addition to the terms and conditions of this Order, terms and conditions for ISG services offered under this quote will be the terms found in the applicable Interstate Service Guides (the "ISGs") located at the following link: <https://www.brightspeed.com/aboutus/legal/consumer/tariff-library/tariff-information>

B. The ISGs are incorporated herein and are subject to change. Changes to the ISGs are identified at the foregoing website.

C. This quote represents a reasonable estimate of charges for Service based on the information the Customer has provided and is subject to service availability. Pricing does not include cross connects unless specifically stated. Please be aware that if Customer submits an ISG order for Service via an ASR, actual billing will be based on the specifics of Customer's ASR order, and if a valid PNUM is not properly specified the Service will be charged at the applicable ISG rates in effect on the date the ASR is accepted. Any applicable taxes, fees and surcharges will also be assessed.

D. The Services are available for the selected Service Term. If the Customer discontinues Service prior to the expiration of the term, charges will be assessed for the discontinued Service subject to the terms and conditions of the applicable ISG.

E. The ISGs contain important provisions affecting Customer's legal rights and responsibilities, including: termination liability, limitation of liability, dispute resolution, indemnification and warranty disclaimer. These provisions can be found in the sections below for each of the ISGs:

	ISG#1	ISG#2	ISG#3	ISG#4	ISG#6	ISG#7	ISG#8	ISG#9
Termination Liability	7 & 20	5 & 20	7 & 20	7 & 22	7	7	7	7 & 22
Limitation of Liability	2.1	2.1	2.1	2.1	2.1	2.1	2.1	2.1
Dispute Resolution	2.3 & 2.4	2.3 & 2.4	2.3 & 2.4	2.3 & 2.4	2.3 & 2.4	2.3 & 2.4	2.3 & 2.4	2.3 & 2.4
Indemnification	2.1 & 2.3	2.1 & 2.3	2.1 & 2.3	2.1	2.1 & 2.3	2.1 & 2.3	2.1 & 2.3	2.1 & 2.3
Warranty Disclaimer	2.1	2.1	2.1	2.1	2.1	2.1	2.1	2.1

18. Additional Terms and Conditions for Services Purchased from the Tariff:

A. In addition to the terms and conditions of this Order, terms and conditions for the Service will be found in the applicable Brightspeed tariffs on file with the respective federal and/or state regulatory commissions. This quote does not contain all the Service terms, conditions and rates set forth in the tariffs; however, all of the terms, conditions and rates contained in tariffs filed with the F.C.C. or applicable state public service commissions apply to any Service provided by Brightspeed. Tariffs applicable to the Service(s) may be modified from time-to-time. In the event of any inconsistencies or conflicts between this quote and the applicable tariff, the Company's applicable tariff provision shall apply and take precedence. Any change in the tariff terms, conditions and rates will be incorporated into this quote without requiring a written document, effective as of the effective date of such change to the tariff terms, conditions and/or rates.

B. This quote represents a reasonable estimate of the applicable tariff or contract charges for Service based on the Customer information provided. If Customer submits an ASR for Service, actual billing will be based on the specifics of the ASR, and if a valid PNUM is not properly specified the Service will be charged at the applicable Tariff rates in effect on the date the ASR is accepted. Any applicable taxes, fees or surcharges will also be assessed.

C. Termination Charge. If Customer terminates a tariff Service, Customer is responsible for payment of a termination charge ("Termination Charge") as follows:

(i) If termination is during the twelve (12) months following the date Service is made available to Customer, as evidenced by Brightspeed records (the "Minimum Service Period"), Customer will pay a Termination Charge of one-hundred percent (100%) of the Service MRCs being terminated, multiplied by the number of months remaining in the Minimum Service Period.

(ii) If termination is after the Minimum Service Period, Customer will pay a Termination Charge of forty percent (40%) of the MRCs multiplied by the number of months remaining in the Service Term.

Signature Block

Customer Name:	
Total MRC:	\$744.00
Total NRC:	\$500.00
Signature:	
Name:	
Title:	
Date:	

Customer and the individual signing above represent that such individual has the authority to bind Customer to this Agreement.

# Brightspeed Enterprise Near-Net DIA Order Form

## Order Information

Opportunity ID (Brightspeed PON):	58904007	Date of Quote:	9/26/23
Customer Name:	City of Edgerton	Customer Account (BAN):	314158756
Requested Due Date:		Customer Purchase Order # (PON):	
Quote Expiration Date:	12/25/23	Quote #:	

## Customer Contact Information

	Name	Number	Email
Primary Contact:	Meagan Borth	913-295-8064	mborth@edgertonks.org
Technical Contact:	Dan Merkh	913-295-8064	dmerkh@edgertonks.org
Billing Contact:	Karen Kindle	913-295-8064	kkindle@edgertonks.org
Local Onsite Contact:	Meagan Borth	913-295-8064	mborth@edgertonks.org
	Technical Contact is same as Primary Contact		<input type="checkbox"/>
	Billing Contact is same as Primary Contact		<input type="checkbox"/>

## Location Information

Location Name (BLDG CLLI):	Near-Net - Fiber build Required	State or Province:	KA
Address:	303 East Nelson	Floor / Room / Suite:	
City:	Edgerton	Interface Type	
Zip or Postal Code:	66021	Connector	

## IP Port Information

## MRC

## NRC

Dedicated Internet Access		-	-
Term:	3 yr	-	-
Port Speed:	FastE (up to 100Mb)	-	-
Sub Bandwidth:	100M	\$782.00	-
Managed Router:	FastE (C1111-8P-ET-03)	\$206.00	\$500
WAN IP's:	/30	-	-
Number of Static IP's:		-	-
Routing Protocol:	Static	-	-
Price Plan Feature Code	DIA 100M	-	-
Price Plan Description	DIA 100M 3 yr	-	-
Build Required (Cost):		-	-
Total		\$988.00	\$500.00

## Notes

Sign and send to your Sales Representative

### Terms and Conditions Governing This Quote / Order

- "Brightspeed" is defined for purposes of this quote as Brightspeed Broadband, LLC, or its affiliated entities providing Services under this quote. The quote may be referred to as an "Order" upon signature by Customer. The Brightspeed entity providing Services is identified on the invoice for the Services.
- This confidential quote or Order may not be disclosed to third parties and is non-binding until accepted by Brightspeed, as set forth in Section 5. Customer places this Order by signing (including electronically or digitally) or otherwise acknowledging (in a manner acceptable to Brightspeed) this document and returning it to Brightspeed.
- If Services reflected in this quote will be purchased via an Access Service Request (ASR) by a Customer that has established such capability (e.g. generally applicable to certain wholesale customers), the following shall apply: (A) Customer's ASR shall include the applicable PNUM, if any, specified in this quote or in an applicable written agreement signed by both Parties; (B) Brightspeed reserves the right to adjust the PNUM codes used by Customers (but not the underlying rates or terms associated with the PNUM) by providing written notice to Customer; (C) if the Order involves special construction, Customer must sign this quote before submitting the ASR and Customer may also be required to sign a separate Special Construction Form reflecting the estimated construction costs; (D) if the quote reflects special pricing Customer must sign this quote before submitting the ASR; and (E) a quote that is not for special construction and does not contain custom rates is an information only quote that contains the applicable rates in effect on the Quote Issue Date for the services being quoted, but Customer will be charged the applicable rates in effect under the Governing Documents (as defined in Section 16 below) on the date the Customer ASR is accepted, and (F) if a valid PNUM is not properly specified by the Customer within an ASR the Service will be charged at the then standard Tariff or ISG rates applicable to the Service.
- Unless otherwise specified, pricing for On-Net Services is valid for ninety (90) calendar days from the date indicated, and pricing for Off-Net Services is valid for forty-five (45) calendar days from the quote issue date, subject to Section 6 below. If the Customer doesn't sign and return the quote form to Brightspeed and, where applicable, submit an Access Service Request (ASR) within the timeframes specified above, the quote expires and the Customer must submit a request for a new quote. Any construction costs reflected on the quote is an estimate only and is subject to the terms of Section 6 below.
- Brightspeed will notify Customer of acceptance of requested Service in this Order by delivering (in writing or electronically) the date by which Brightspeed will install Service (the "Customer Commit Date"), by delivering the Service, or by the manner described in a Service Schedule. Customer will pay Brightspeed's standard expedite charges if Customer requests a delivery date inside Brightspeed's standard interval duration. Provisioning intervals will be adjusted and the "Customer Commit Date" may be adjusted as necessary to reflect any applicable notices and confirmations under Section 6 below.
- Prior to completion of installation: Brightspeed may notify Customer in writing (including by e-mail) of additional charges due to:
  - notices of additional charges received by Brightspeed from off-net vendors subsequent to the preparation of the quote. Customer has eight (8) business days following such notice to confirm in writing its acceptance of the additional costs; or otherwise, Customer is deemed to have cancelled the Order without additional termination charges except for out-of-pocket costs (if any) incurred in constructing facilities prior to the date of cancellation; or
  - special construction costs in excess of those quoted which are determined to be necessary (e.g. as a result of a final facilities check, site survey or during the course of construction). Customer has ninety (90) calendar days following such notice to confirm in writing its acceptance of the additional costs; or otherwise, Customer is deemed to have cancelled the Order without additional termination charges. Brightspeed will not commence or continue any engineering or construction related to the additional costs specified in the notification until it receives from the Customer a separate signed quote or Special Construction Form (SCF) or other written confirmation of Customer's acceptance of the additional special construction costs. Brightspeed reserves the right to request payment for the additional cost, or a portion thereof, in advance of construction.
  - After notice of additional costs is given pursuant to this Section 6, if costs continue to increase during the period before Customer provides confirmation of its acceptance, Brightspeed may again notify Customer of such increases, in which event the process outlined in Section 6 shall repeat with respect to such cost increase(s). Brightspeed must notify Customer of any new increases not later than seven (7) calendar days after receipt of Customer's confirmation of acceptance of costs specified in a prior notice.
- Brightspeed will deliver a written or electronic notice that the Service is installed (a "Connection Notice"), at which time billing will commence, provided however, if Brightspeed cannot complete installation due to Customer delay or inaction, Brightspeed may begin charging Customer and Customer will pay such charges in the absence of a cancellation. If Customer notifies Brightspeed within five (5) business days after delivery of the Connection Notice that Service is not functioning properly, Brightspeed will correct any deficiencies and, upon Customer's request, credit Customer's account in the amount of 1/30 of the applicable monthly recurring charge (MRC) for each day the Service did not function properly. Such credits shall apply in lieu of any credits that would otherwise apply under an applicable Service Level Agreement (SLA) for the affected Service. A "deficiency" in the Service will be deemed to exist for purposes of requiring correction under this paragraph if Customer would otherwise be entitled to credits under the applicable SLA if the Service had previously been functioning properly. Following expiration of the notice period specified in this paragraph and correction of deficiencies (if any) identified by Customer, subsequent non-performance, outages, failures to deliver or defects in Service will be governed by the SLA applicable to the affected Service, which shall be Customer's sole remedies for the items covered by the SLA.



8. At the expiration of the Service Term, unless otherwise specified in the applicable Service Attachment, Service will continue as follows: (A) for On-Net Service, month-to-month at existing rates, subject to adjustment by Brightspeed on thirty (30) days' advance written notice, until either Party provides thirty (30) days advance written notice of termination, and (B) for Off-Net Service, at existing rates subject to adjustment and/or termination in accordance with the notice provisions governing the applicable third party carrier arrangement, and in each case such Service shall continue to be subject to the terms of the Governing Documents specified in Section 16 below, until terminated.

9. If a generic demarcation point (such as a street address) is provided, the demarcation point for On-Net Services will be Brightspeed's Minimum Point of Entry (MPOE) at such location (as determined by Brightspeed). Off-net demarcation points will be the off-net vendor's MPOE. If this quote identifies aspects of services that are procured by Customer directly from third parties, Brightspeed is not liable for such services.

10. Equipment provided by Brightspeed to be located in Customer's premises ("CPE") is subject to the terms of the CPE Addendum. A copy of the CPE Addendum and a list of Services to which it applies is available upon request, and Customer acknowledges its acceptance of such terms based upon review or waiver of the right to request same. If requested by Customer, and for an additional charge, Brightspeed will provide assistance with activating and/or configuring equipment on Customer's side of the demarcation point ("Activation Support").

11. Charges for Service are exclusive of Taxes and Fees. Customer is responsible for all taxes and fees, in accordance with the Governing Documents under Section 16. If Customer presents Brightspeed with a valid exemption certificate that eliminates Brightspeed's obligation to pay certain Taxes and Fees, the exemption will apply prospectively. Single prices shown for any bundled Services or for Services provided at multiple locations will be allocated among the individual Services for the purpose of applying taxes and regulatory fees and may also be divided on Customer's invoice by location served.

12. For Off-Net Services under an Order that utilize TDM access, the following apply: (a) on sixty (60) days' prior written notice, Brightspeed may re-provision Customer's Service ("Re-provision"). If Customer objects to the Re-provision, Customer may terminate the affected Service without early termination liability by notifying Brightspeed in writing within thirty (30) days of the date of the Re-provision notification; and (b) in response to a rate increase by third party providers, Brightspeed may implement a corresponding increase in rates for such Services upon sixty (60) days' prior written notice before implementing the increase ("Rerate Notice"). If Customer objects to the increase, Customer must notify Brightspeed in writing within thirty (30) days of the date of the Rerate Notice whether Customer will (i) receive the affected Service on a month-to-month basis or (ii) terminate the affected Service, subject to early termination liability charges. Under subsection (b)(ii), Customer's requested disconnect date must be within ninety (90) days of the Rerate Notice. Unless Customer so notifies Brightspeed, the affected Service will continue to be provided at the increased rates.

13. All transport Services ordered from Brightspeed will be treated as interstate for regulatory purposes. Customer may certify transport Service as being intrastate (for regulatory purposes only) in a format as required by Brightspeed, but only where the transport Services are sold on a stand-alone basis, the end points for the Service are located in the same state and neither end point is a Brightspeed provided IP port ("Intrastate Services"). Where Customer requests that Services be designated as Intrastate Services, Customer certifies to Brightspeed that not more than ten percent (10%) of Customer's traffic utilizing the Intrastate Services will be originated or terminated outside of the state in which the Intrastate Services are provided. Such election will apply prospectively only and will apply to all Intrastate Services stated in an Order.

14. If Brightspeed offers Internet Services in the Asia-Pacific region where it does not hold a license to provide the Service, Customer consents to Brightspeed providing Service by procuring services of third-party carriers as Customer's agent, and Customer appoints Brightspeed and its vendors (if any) whose Internet Services is resold by Brightspeed as its agent to the extent necessary to obtain such Service.

16. Governing Documents.

(A) If the Service(s) reflected on this quote will be provided by a Brightspeed ILEC affiliate solely pursuant to an ISG or Tariff (i.e., without a separate contract), the Order will be governed by these terms and conditions and by the terms specified in Sections 17 or 18 below, as applicable.

(B) If the Service(s) reflected on the quote will not be provided pursuant to 16(A) above, the Service identified in this Order is subject to the Master Service Agreement between Brightspeed and Customer and any applicable Service Attachments, to the extent not inconsistent with this Order. If the Master Service Agreement does not include the Service Schedule(s) applicable to the Service(s) reflected in the Order, then Brightspeed's current standard Service Schedule applicable to the Services will apply, copies of which are available upon request and Customer acknowledges its acceptance of such terms based upon such review or waiver of the right to request same. If Brightspeed and Customer have not executed an MSA, Brightspeed's current standard Master Service Agreement and the standard Service Schedule(s) which are applicable to the Service(s) will govern, copies of which are available upon request and Customer acknowledges its acceptance of such terms based upon such review or waiver of the right to request same. In the event of a conflict between this quote and the applicable Master Service Agreement, the terms of this quote shall apply. The applicable MSA may be between Brightspeed and Customer's affiliate, if the MSA expressly authorizes the Customer and such affiliate to both submit Orders under the MSA.

(C) This Order controls over any Customer-issued purchase order, and any terms or conditions contained in a Customer-issued purchase order or other Customer ordering document will have no force or effect; any reference to a Customer-issued purchase order number is for Customer's internal tracking purposes only.

(D) If any applicable Governing Documents do not contain a limitation of the following types of damages, then the following clause shall apply: Neither party will be liable for any damages for lost profits, lost revenues, loss of goodwill, loss of anticipated savings, loss of data or cost of purchasing replacement service, or any indirect, incidental, special, consequential, exemplary or punitive damages arising out of the performance or failure to perform under this Order.

17. Additional Terms and Conditions for Services Purchased from the ISG:

A. In addition to the terms and conditions of this Order, terms and conditions for ISG services offered under this quote will be the terms found in the applicable Interstate Service Guides (the "ISGs") located at the following link: <https://www.brightspeed.com/aboutus/legal/consumer/tariff-library/tariff-information>

B. The ISGs are incorporated herein and are subject to change. Changes to the ISGs are identified at the foregoing website.

C. This quote represents a reasonable estimate of charges for Service based on the information the Customer has provided and is subject to service availability. Pricing does not include cross connects unless specifically stated. Please be aware that if Customer submits an ISG order for Service via an ASR, actual billing will be based on the specifics of Customer's ASR order, and if a valid PNUM is not properly specified the Service will be charged at the applicable ISG rates in effect on the date the ASR is accepted. Any applicable taxes, fees and surcharges will also be assessed.

D. The Services are available for the selected Service Term. If the Customer discontinues Service prior to the expiration of the term, charges will be assessed for the discontinued Service subject to the terms and conditions of the applicable ISG.

E. The ISGs contain important provisions affecting Customer's legal rights and responsibilities, including: termination liability, limitation of liability, dispute resolution, indemnification and warranty disclaimer. These provisions can be found in the sections below for each of the ISGs:

	ISG#1	ISG#2	ISG#3	ISG#4	ISG#6	ISG#7	ISG#8	ISG#9
Termination Liability	7 & 20	5 & 20	7 & 20	7 & 22	7	7	7	7 & 22
Limitation of Liability	2.1	2.1	2.1	2.1	2.1	2.1	2.1	2.1
Dispute Resolution	2.3 & 2.4	2.3 & 2.4	2.3 & 2.4	2.3 & 2.4	2.3 & 2.4	2.3 & 2.4	2.3 & 2.4	2.3 & 2.4
Indemnification	2.1 & 2.3	2.1 & 2.3	2.1 & 2.3	2.1	2.1 & 2.3	2.1 & 2.3	2.1 & 2.3	2.1 & 2.3
Warranty Disclaimer	2.1	2.1	2.1	2.1	2.1	2.1	2.1	2.1

18. Additional Terms and Conditions for Services Purchased from the Tariff:

A. In addition to the terms and conditions of this Order, terms and conditions for the Service will be found in the applicable Brightspeed tariffs on file with the respective federal and/or state regulatory commissions. This quote does not contain all the Service terms, conditions and rates set forth in the tariffs; however, all of the terms, conditions and rates contained in tariffs filed with the F.C.C. or applicable state public service commissions apply to any Service provided by Brightspeed. Tariffs applicable to the Service(s) may be modified from time-to-time. In the event of any inconsistencies or conflicts between this quote and the applicable tariff, the Company's applicable tariff provision shall apply and take precedence. Any change in the tariff terms, conditions and rates will be incorporated into this quote without requiring a written document, effective as of the effective date of such change to the tariff terms, conditions and/or rates.

B. This quote represents a reasonable estimate of the applicable tariff or contract charges for Service based on the Customer information provided. If Customer submits an ASR for Service, actual billing will be based on the specifics of the ASR, and if a valid PNUM is not properly specified the Service will be charged at the applicable Tariff rates in effect on the date the ASR is accepted. Any applicable taxes, fees or surcharges will also be assessed.

C. Termination Charge. If Customer terminates a tariff Service, Customer is responsible for payment of a termination charge ("Termination Charge") as follows:

(i) If termination is during the twelve (12) months following the date Service is made available to Customer, as evidenced by Brightspeed records (the "Minimum Service Period"), Customer will pay a Termination Charge of one-hundred percent (100%) of the Service MRCs being terminated, multiplied by the number of months remaining in the Minimum Service Period.

(iii) If termination is after the Minimum Service Period, Customer will pay a Termination Charge of forty percent (40%) of the MRCs multiplied by the number of months remaining in the Service Term.

Signature Block

Customer Name:	
Total MRC:	\$988.00
Total NRC:	\$500.00
Signature:	
Name:	
Title:	
Date:	

Customer and the individual signing above represent that such individual has the authority to bind Customer to this Agreement.

# Brightspeed Enterprise Near-Net DIA Order Form

## Order Information

Opportunity ID (Brightspeed PON):		Date of Quote:	9/26/23
Customer Name:	City of Edgerton	Customer Account (BAN):	314158756
Requested Due Date:		Customer Purchase Order # (PON):	
Quote Expiration Date:	12/25/23	Quote #:	

## Customer Contact Information

	Name	Number	Email
Primary Contact:	Meagan Borth	913-295-8064	mborth@edgertonks.org
Technical Contact:	Dan Merkh	913-295-8064	dmerkh@edgertonks.org
Billing Contact:	Karen Kindle	913-295-8064	kkindle@edgertonks.org
Local Onsite Contact:	Meagan Borth	913-295-8064	mborth@edgertonks.org
		Technical Contact is same as Primary Contact	<input type="checkbox"/>
		Billing Contact is same as Primary Contact	<input type="checkbox"/>

## Location Information

Location Name (BLDG CLLI):	Near-Net - Fiber build Required	State or Province:	KA
Address:	20600 Homestead LN.	Floor / Room / Suite:	
City:	Edgerton	Interface Type	
Zip or Postal Code:	66021	Connector	

## IP Port Information

## MRC

## NRC

	Dedicated Internet Access	-	-
Term:	3 yr	-	-
Port Speed:	FastE (up to 100Mb)	-	-
Sub Bandwidth:	100M	\$625.00	-
Managed Router:	FastE (C1111-8P-ET-03)	\$206.00	\$500
WAN IP's:	/30	-	-
Number of Static IP's:		-	-
Routing Protocol:	Static	-	-
Price Plan Feature Code	DIA 100M	-	-
Price Plan Description	DIA 100M 3 yr	-	-
Build Required (Cost):		-	-
Total		\$831.00	\$500.00

## Notes

Sign and send to your Sales Representative

### Terms and Conditions Governing This Quote / Order

- "Brightspeed" is defined for purposes of this quote as Brightspeed Broadband, LLC, or its affiliated entities providing Services under this quote. The quote may be referred to as an "Order" upon signature by Customer. The Brightspeed entity providing Services is identified on the invoice for the Services.
- This confidential quote or Order may not be disclosed to third parties and is non-binding until accepted by Brightspeed, as set forth in Section 5. Customer places this Order by signing (including electronically or digitally) or otherwise acknowledging (in a manner acceptable to Brightspeed) this document and returning it to Brightspeed.
- If Services reflected in this quote will be purchased via an Access Service Request (ASR) by a Customer that has established such capability (e.g. generally applicable to certain wholesale customers), the following shall apply: (A) Customer's ASR shall include the applicable PNUM, if any, specified in this quote or in an applicable written agreement signed by both Parties; (B) Brightspeed reserves the right to adjust the PNUM codes used by Customers (but not the underlying rates or terms associated with the PNUM) by providing written notice to Customer; (C) if the Order involves special construction, Customer must sign this quote before submitting the ASR and Customer may also be required to sign a separate Special Construction Form reflecting the estimated construction costs; (D) if the quote reflects special pricing Customer must sign this quote before submitting the ASR; and (E) a quote that is not for special construction and does not contain custom rates is an information only quote that contains the applicable rates in effect on the Quote Issue Date for the services being quoted, but Customer will be charged the applicable rates in effect under the Governing Documents (as defined in Section 16 below) on the date the Customer ASR is accepted, and (F) if a valid PNUM is not properly specified by the Customer within an ASR the Service will be charged at the then standard Tariff or ISG rates applicable to the Service.
- Unless otherwise specified, pricing for On-Net Services is valid for ninety (90) calendar days from the date indicated, and pricing for Off-Net Services is valid for forty-five (45) calendar days from the quote issue date, subject to Section 6 below. If the Customer doesn't sign and return the quote form to Brightspeed and, where applicable, submit an Access Service Request (ASR) within the timeframes specified above, the quote expires and the Customer must submit a request for a new quote. Any construction costs reflected on the quote is an estimate only and is subject to the terms of Section 6 below.
- Brightspeed will notify Customer of acceptance of requested Service in this Order by delivering (in writing or electronically) the date by which Brightspeed will install Service (the "Customer Commit Date"), by delivering the Service, or by the manner described in a Service Schedule. Customer will pay Brightspeed's standard expedite charges if Customer requests a delivery date inside Brightspeed's standard interval duration. Provisioning intervals will be adjusted and the "Customer Commit Date" may be adjusted as necessary to reflect any applicable notices and confirmations under Section 6 below.
- Prior to completion of installation: Brightspeed may notify Customer in writing (including by e-mail) of additional charges due to:
  - notices of additional charges received by Brightspeed from off-net vendors subsequent to the preparation of the quote. Customer has eight (8) business days following such notice to confirm in writing its acceptance of the additional costs; or otherwise, Customer is deemed to have cancelled the Order without additional termination charges except for out-of-pocket costs (if any) incurred in constructing facilities prior to the date of cancellation; or
  - special construction costs in excess of those quoted which are determined to be necessary (e.g. as a result of a final facilities check, site survey or during the course of construction). Customer has ninety (90) calendar days following such notice to confirm in writing its acceptance of the additional costs; or otherwise, Customer is deemed to have cancelled the Order without additional termination charges. Brightspeed will not commence or continue any engineering or construction related to the additional costs specified in the notification until it receives from the Customer a separate signed quote or Special Construction Form (SCF) or other written confirmation of Customer's acceptance of the additional special construction costs. Brightspeed reserves the right to request payment for the additional cost, or a portion thereof, in advance of construction.
  - After notice of additional costs is given pursuant to this Section 6, if costs continue to increase during the period before Customer provides confirmation of its acceptance, Brightspeed may again notify Customer of such increases, in which event the process outlined in Section 6 shall repeat with respect to such cost increase(s). Brightspeed must notify Customer of any new increases not later than seven (7) calendar days after receipt of Customer's confirmation of acceptance of costs specified in a prior notice.
- Brightspeed will deliver a written or electronic notice that the Service is installed (a "Connection Notice"), at which time billing will commence, provided however, if Brightspeed cannot complete installation due to Customer delay or inaction, Brightspeed may begin charging Customer and Customer will pay such charges in the absence of a cancellation. If Customer notifies Brightspeed within five (5) business days after delivery of the Connection Notice that Service is not functioning properly, Brightspeed will correct any deficiencies and, upon Customer's request, credit Customer's account in the amount of 1/30 of the applicable monthly recurring charge (MRC) for each day the Service did not function properly. Such credits shall apply in lieu of any credits that would otherwise apply under an applicable Service Level Agreement (SLA) for the affected Service. A "deficiency" in the Service will be deemed to exist for purposes of requiring correction under this paragraph if Customer would otherwise be entitled to credits under the applicable SLA if the Service had previously been functioning properly. Following expiration of the notice period specified in this paragraph and correction of deficiencies (if any) identified by Customer, subsequent non-performance, outages, failures to deliver or defects in Service will be governed by the SLA applicable to the affected Service, which shall be Customer's sole remedies for the items covered by the SLA.

8. At the expiration of the Service Term, unless otherwise specified in the applicable Service Attachment, Service will continue as follows: (A) for On-Net Service, month-to-month at existing rates, subject to adjustment by Brightspeed on thirty (30) days' advance written notice, until either Party provides thirty (30) days advance written notice of termination, and (B) for Off-Net Service, at existing rates subject to adjustment and/or termination in accordance with the notice provisions governing the applicable third party carrier arrangement, and in each case such Service shall continue to be subject to the terms of the Governing Documents specified in Section 16 below, until terminated.

9. If a generic demarcation point (such as a street address) is provided, the demarcation point for On-Net Services will be Brightspeed's Minimum Point of Entry (MPOE) at such location (as determined by Brightspeed). Off-net demarcation points will be the off-net vendor's MPOE. If this quote identifies aspects of services that are procured by Customer directly from third parties, Brightspeed is not liable for such services.

10. Equipment provided by Brightspeed to be located in Customer's premises ("CPE") is subject to the terms of the CPE Addendum. A copy of the CPE Addendum and a list of Services to which it applies is available upon request, and Customer acknowledges its acceptance of such terms based upon review or waiver of the right to request same. If requested by Customer, and for an additional charge, Brightspeed will provide assistance with activating and/or configuring equipment on Customer's side of the demarcation point ("Activation Support").

11. Charges for Service are exclusive of Taxes and Fees. Customer is responsible for all taxes and fees, in accordance with the Governing Documents under Section 16. If Customer presents Brightspeed with a valid exemption certificate that eliminates Brightspeed's obligation to pay certain Taxes and Fees, the exemption will apply prospectively. Single prices shown for any bundled Services or for Services provided at multiple locations will be allocated among the individual Services for the purpose of applying taxes and regulatory fees and may also be divided on Customer's invoice by location served.

12. For Off-Net Services under an Order that utilize TDM access, the following apply: (a) on sixty (60) days' prior written notice, Brightspeed may re-provision Customer's Service ("Re-provision"). If Customer objects to the Re-provision, Customer may terminate the affected Service without early termination liability by notifying Brightspeed in writing within thirty (30) days of the date of the Re-provision notification; and (b) in response to a rate increase by third party providers, Brightspeed may implement a corresponding increase in rates for such Services upon sixty (60) days' prior written notice before implementing the increase ("Rerate Notice"). If Customer objects to the increase, Customer must notify Brightspeed in writing within thirty (30) days of the date of the Rerate Notice whether Customer will (i) receive the affected Service on a month-to-month basis or (ii) terminate the affected Service, subject to early termination liability charges. Under subsection (b)(ii), Customer's requested disconnect date must be within ninety (90) days of the Rerate Notice. Unless Customer so notifies Brightspeed, the affected Service will continue to be provided at the increased rates.

13. All transport Services ordered from Brightspeed will be treated as interstate for regulatory purposes. Customer may certify transport Service as being intrastate (for regulatory purposes only) in a format as required by Brightspeed, but only where the transport Services are sold on a stand-alone basis, the end points for the Service are located in the same state and neither end point is a Brightspeed provided IP port ("Intrastate Services"). Where Customer requests that Services be designated as Intrastate Services, Customer certifies to Brightspeed that not more than ten percent (10%) of Customer's traffic utilizing the Intrastate Services will be originated or terminated outside of the state in which the Intrastate Services are provided. Such election will apply prospectively only and will apply to all Intrastate Services stated in an Order.

14. If Brightspeed offers Internet Services in the Asia-Pacific region where it does not hold a license to provide the Service, Customer consents to Brightspeed providing Service by procuring services of third-party carriers as Customer's agent, and Customer appoints Brightspeed and its vendors (if any) whose Internet Services is resold by Brightspeed as its agent to the extent necessary to obtain such Service.

16. Governing Documents.

(A) If the Service(s) reflected on this quote will be provided by a Brightspeed ILEC affiliate solely pursuant to an ISG or Tariff (i.e., without a separate contract), the Order will be governed by these terms and conditions and by the terms specified in Sections 17 or 18 below, as applicable.

(B) If the Service(s) reflected on the quote will not be provided pursuant to 16(A) above, the Service identified in this Order is subject to the Master Service Agreement between Brightspeed and Customer and any applicable Service Attachments, to the extent not inconsistent with this Order. If the Master Service Agreement does not include the Service Schedule(s) applicable to the Service(s) reflected in the Order, then Brightspeed's current standard Service Schedule applicable to the Services will apply, copies of which are available upon request and Customer acknowledges its acceptance of such terms based upon such review or waiver of the right to request same. If Brightspeed and Customer have not executed an MSA, Brightspeed's current standard Master Service Agreement and the standard Service Schedule(s) which are applicable to the Service(s) will govern, copies of which are available upon request and Customer acknowledges its acceptance of such terms based upon such review or waiver of the right to request same. In the event of a conflict between this quote and the applicable Master Service Agreement, the terms of this quote shall apply. The applicable MSA may be between Brightspeed and Customer's affiliate, if the MSA expressly authorizes the Customer and such affiliate to both submit Orders under the MSA.

(C) This Order controls over any Customer-issued purchase order, and any terms or conditions contained in a Customer-issued purchase order or other Customer ordering document will have no force or effect; any reference to a Customer-issued purchase order number is for Customer's internal tracking purposes only.

(D) If any applicable Governing Documents do not contain a limitation of the following types of damages, then the following clause shall apply: Neither party will be liable for any damages for lost profits, lost revenues, loss of goodwill, loss of anticipated savings, loss of data or cost of purchasing replacement service, or any indirect, incidental, special, consequential, exemplary or punitive damages arising out of the performance or failure to perform under this Order.

17. Additional Terms and Conditions for Services Purchased from the ISG:

A. In addition to the terms and conditions of this Order, terms and conditions for ISG services offered under this quote will be the terms found in the applicable Interstate Service Guides (the "ISGs") located at the following link: <https://www.brightspeed.com/aboutus/legal/consumer/tariff-library/tariff-information>

B. The ISGs are incorporated herein and are subject to change. Changes to the ISGs are identified at the foregoing website.

C. This quote represents a reasonable estimate of charges for Service based on the information the Customer has provided and is subject to service availability. Pricing does not include cross connects unless specifically stated. Please be aware that if Customer submits an ISG order for Service via an ASR, actual billing will be based on the specifics of Customer's ASR order, and if a valid PNUM is not properly specified the Service will be charged at the applicable ISG rates in effect on the date the ASR is accepted. Any applicable taxes, fees and surcharges will also be assessed.

D. The Services are available for the selected Service Term. If the Customer discontinues Service prior to the expiration of the term, charges will be assessed for the discontinued Service subject to the terms and conditions of the applicable ISG.

E. The ISGs contain important provisions affecting Customer's legal rights and responsibilities, including: termination liability, limitation of liability, dispute resolution, indemnification and warranty disclaimer. These provisions can be found in the sections below for each of the ISGs:

	ISG#1	ISG#2	ISG#3	ISG#4	ISG#6	ISG#7	ISG#8	ISG#9
<b>Termination Liability</b>	7 & 20	5 & 20	7 & 20	7 & 22	7	7	7	7 & 22
<b>Limitation of Liability</b>	2.1	2.1	2.1	2.1	2.1	2.1	2.1	2.1
<b>Dispute Resolution</b>	2.3 & 2.4	2.3 & 2.4	2.3 & 2.4	2.3 & 2.4	2.3 & 2.4	2.3 & 2.4	2.3 & 2.4	2.3 & 2.4
<b>Indemnification</b>	2.1 & 2.3	2.1 & 2.3	2.1 & 2.3	2.1	2.1 & 2.3	2.1 & 2.3	2.1 & 2.3	2.1 & 2.3
<b>Warranty Disclaimer</b>	2.1	2.1	2.1	2.1	2.1	2.1	2.1	2.1

18. Additional Terms and Conditions for Services Purchased from the Tariff:

A. In addition to the terms and conditions of this Order, terms and conditions for the Service will be found in the applicable Brightspeed tariffs on file with the respective federal and/or state regulatory commissions. This quote does not contain all the Service terms, conditions and rates set forth in the tariffs; however, all of the terms, conditions and rates contained in tariffs filed with the F.C.C. or applicable state public service commissions apply to any Service provided by Brightspeed. Tariffs applicable to the Service(s) may be modified from time-to-time. In the event of any inconsistencies or conflicts between this quote and the applicable tariff, the Company's applicable tariff provision shall apply and take precedence. Any change in the tariff terms, conditions and rates will be incorporated into this quote without requiring a written document, effective as of the effective date of such change to the tariff terms, conditions and/or rates.

B. This quote represents a reasonable estimate of the applicable tariff or contract charges for Service based on the Customer information provided. If Customer submits an ASR for Service, actual billing will be based on the specifics of the ASR, and if a valid PNUM is not properly specified the Service will be charged at the applicable Tariff rates in effect on the date the ASR is accepted. Any applicable taxes, fees or surcharges will also be assessed.

C. Termination Charge. If Customer terminates a tariff Service, Customer is responsible for payment of a termination charge ("Termination Charge") as follows:

(i) If termination is during the twelve (12) months following the date Service is made available to Customer, as evidenced by Brightspeed records (the "Minimum Service Period"), Customer will pay a Termination Charge of one-hundred percent (100%) of the Service MRCs being terminated, multiplied by the number of months remaining in the Minimum Service Period.

(ii) If termination is after the Minimum Service Period, Customer will pay a Termination Charge of forty percent (40%) of the MRCs multiplied by the number of months remaining in the Service Term.

Signature Block

Customer Name:	
Total MRC:	\$831.00
Total NRC:	\$500.00
Signature:	
Name:	
Title:	
Date:	

Customer and the individual signing above represent that such individual has the authority to bind Customer to this Agreement.

## **ADDENDUM TO ORDERS**

This addendum (“Addendum”) is effective as of the date of the signature below (the “Addendum Effective Date”) by the City of Edgerton (“Customer”). This Addendum’s purpose is to modify and/or clarify the Customer orders pursuant to Customer Account #314158756 for sites at the following four addresses: 404 East Nelson, 414 East Nelson, 303 East Nelson and 20600 Homestead Lane (the “Orders”), a copy of which is attached hereto, in the manner described below:

### **1. MODIFICATION TO THE ORDERS.**

- A. At the end of “Terms and Conditions Governing This Quote/Order,” the following Section 19 is added to each Order:

“19. **Non-Appropriation of Funds** - In the event Customer funds are not budgeted and appropriated for payments due under this Order for the then current or succeeding fiscal year, this Order shall impose no obligation on the Customer as to such current or succeeding fiscal year and shall become null and void except as to the payments herein agreed upon for which funds shall have been appropriated and budgeted, and no right of action or damage shall accrue to the benefit of Brightspeed, its successors or assigns, for any further payments. If this Non-Appropriation of Funds provision is utilized, Customer agrees to immediately notify Brightspeed, its successors or assigns and to peaceably surrender possession of any equipment provided under this Order to Brightspeed, its successors or assigns.”

### **2. EFFECT.**

This Addendum shall apply to the Orders upon the Addendum Effective Date and shall have no applicability to any other order(s) submitted by Customer, previously or in the future. All other terms and conditions in the Orders will remain in full force and effect and be binding upon the Parties. If there is a conflict between this Addendum and the Orders, the terms of this Addendum will govern.

**By signing below, you are confirming that you have read, understand, and agree to the terms & conditions contained in or referenced in this Addendum. Please return this Addendum and entire order/quote to your Brightspeed sales representative.**

<b>Term</b>	<input type="checkbox"/> 1 Year <input checked="" type="checkbox"/> 3 Year <input type="checkbox"/> 5 Year      ____ Other		
<b>Company Legal Name:</b>	City of Edgerton		
<b>Customer Signature:</b>		<b>Date</b> :	
<b>Name:</b>			
	(typed/printed)		
<b>Title:</b>			
	(typed/printed)		

DATE: December 14, 2023

TO: Mayor and City Council Members

FROM: Beth Linn, City Administrator  
Kara Banks, Marketing and Communications Manager  
Alex Clower, City Clerk

SUBJECT: Legal Publications Research Results

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On November 9, City Council directed Staff to investigate options for the City's legal publications. State statute KS 12-1651 requires cities of the second and third classes to designate an official city newspaper. The newspaper must have the following qualifications:

- (1) It must be published at least weekly 50 times each year and have been so published for at least one year prior to the publication of any official city publication.
- (2) It must be entered at the post office of publication as second-class mail matter.
- (3) More than 50% of the circulation must be sold to the subscribers either on a daily, weekly, monthly or yearly basis.
- (4) It shall have general paid circulation on a daily, weekly, monthly or yearly basis in the county and shall not be a trade, religious or fraternal publication.

Under those requirements, the City of Edgerton has three options for official city newspapers: The Gardner News, The Kansas City Star, and The Legal Record. Staff reviewed costs for each of these papers using three different types of publications: a short ordinance summary, the City's annual budget publication, and a codes violation publication.

	Subscription Cost	Ordinance Summary	Budget Publication	Codes Violation Notice
Gardner News	\$59/year	\$34	\$76	\$149
KC Star	\$220/year	\$32	\$68	\$52
Legal Record	\$334/year	\$4	\$26	\$20

Lastly, the Kansas Attorney General's Office released an opinion in July that allows cities of the second and third class to use Home Rule powers to opt out of the publication requirements because the statute does not uniformly apply to cities across the state. The City would still be required to publish budget documents and hearing notifications and other certain legal actions because those notifications fall under other statutes that do apply uniformly to all cities in Kansas.