EDGERTON CITY COUNCIL
MEETING AGENDA
CITY HALL, 404 EAST NELSON STREET
FEBRUARY 26, 2026
7:00 P.M.

Call to Order

1. **Roll Call**

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

2. **Welcome**

3. **Pledge of Allegiance**

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

4. Approve Minutes from February 12, 2026, Regular City Council Meeting

   Motion: _____ Second: _____ Vote: ____

Regular Agenda

5. **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.

6. **Public Comments.** Members of the public are welcome to present their items of concern to the City Council. The Council will not discuss or debate these items, nor will the Council make decisions on items presented during this time. Speakers should address their comments to City Council only not members of the audience or staff.

   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 a total of thirty (30) minutes.

   Written comments must be submitted by close of business on the day prior to the meeting at CityClerk@edgertonks.org. Written comments shall include name and address for the record.

Business Requiring Action

7. **CONSIDER ORDINANCE NO. 2191 AMENDING ARTICLE 6 – PLANNED UNIT DEVELOPMENTS - OF THE UNIFIED DEVELOPMENT CODE (UDC) OF THE CITY OF EDGERTON, KANSAS AND REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT THEREWITH**

   Motion: _____ Second: _____ Vote: ____

8. **CONSIDER A CONTRACT WITH JANI-KING OF KANSAS CITY TO PROVIDE COMMERCIAL CLEANING SERVICES FOR 2026**

   Motion: _____ Second: _____ Vote: ____

9. **CONSIDER ANNUAL HOLIDAY AND EVENT CLOSURES FOR THE GREENSPACE**

   Motion: _____ Second: _____ Vote: ____

10. **CONSIDER RESOLUTION NO. 02-26-26A UPDATING THE CITY OF EDGERTON'S EMPLOYEE POLICIES AND REGULATIONS**

    Motion: _____ Second: _____ Vote: ____

11. **APPROVE AWARD OF BID FOR 2026 LPKC AND GRADE SEPARATION MOWING TO SCARECROW FARM AND LAWN**

    Motion: _____ Second: _____ Vote: ____

12. **Report by the City Administrator**
    - Q4 Financial Report
    - Q4 Utilities Report
    - KRWA Voting Delegation

13. **Report by the Mayor**

14. **Future Meeting Reminders:**

    February 26: City Council Meeting
    March 10: Planning Commission Meeting
    March 12: City Council Meeting
    March 26: City Council Meeting
    April 9: City Council Meeting
    April 14: Planning Commission Meeting

15. **Adjourn**

EVENTS

March 10: Tales for Tots – Potatoes
March 10: Scrappy Porch Bunny with The Barefoot Builder
March 16-20: Edgerton Spring Break Activities
April: Step Into Spring Walking Challenge
April 6-7: Try It! Pickleball Workshop
April 10: Sourdough Workshop
April ???: Pop-Up Easter Egg Hunt

City of Edgerton, Kansas
Minutes of City Council Regular Session
February 12, 2026

A Regular Session of the City Council was held in the Edgerton City Hall, 404 E. Nelson, Edgerton, Kansas on February 12, 2026. The meeting convened at 7:01 PM with City Council Mayor Roberts presiding.

1. **ROLL CALL**

Donald Roberts	Present
Clay Longanecker	Present
Josh Lewis	Present
Deb Lebakken	Absent
Bill Malloy	Absent
Ron Conus	Present

With a quorum present, the meeting commenced.

Staff in attendance: City Administrator, Beth Linn
City Attorney, Todd Luckman
Assistant to the City Administrator, Kara Banks
Assistant to the City Administrator, Trey Whitaker
City Clerk, Dusti Callahan
Public Works Director, Dan Merkh
Finance Director, Karen Kindle
Development Services Director, Zach Moore
Parks and Recreation Director, Levi Meyer
Public Works Foreman, Chase Forrester
Construction Inspector, Todd Veeman
Maintenance Technician II, Colton Hamilton

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 January 22, 2026, Regular City Council Meeting
5. Approve Addendum No. 1 to the Post-Issuance Tax Compliance Services Proposal from Gilmore & Bell for the Series 2021A Home Rule Revenue Bonds
6. Approve an Annual Agreement for Portable Restroom Services with Gerken Rent-All

The provided minutes are a summarization of the official actions and formal decisions of the referenced City Council Meeting. The law does not require meeting minutes to be a full and complete transcription of the meeting. Minutes are retained in accordance with State record retention and archiving laws.

Councilmember Longanecker moved to approve, seconded by Councilmember Lewis to approve items 4-6 on the Consent Agenda. The motion carried 3-0 by the following vote:

Yes: Longanecker, Lewis, Conus
Absent: Lebakken, Malloy

Regular Agenda

7. **Declaration.** Council members had nothing to declare.

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

8.5. **Mayor introduces Parks and Recreation Director, Levi Meyer, to recognize Colton Hamilton.**

Mr. Meyer stated that in first snow event, Colton Hamilton, Maintenance Technician II, was on his route in the snow truck and noticed a community member who had fallen in their driveway. Colton was able to get out of the truck and provide aid and support. Mr. Meyer brought Mr. Hamilton up to the podium and a round of applause was given for Mr. Hamilton going above and beyond.
City Administrator, Beth Linn, stated the connection between staff and the community is really important. She praised him for noticing when something was wrong and reporting it to make sure the resident was helped.

Business Requiring Action

9. **CONSIDER AGREEMENT FOR TEMPORARY WORKSPACE WITH SOUTHERN STAR CENTRAL GAS PIPELINE, INC.**

Public Works Director, Dan Merkh, stated this agreement has been brought back to the table from the last council meeting on January 22, 2026. The City has a gas line located at the southeast corner of the Big Bull Creek Wastewater Plant. Southern Star is requesting Temporary Workspace for construction activities, as well as staging equipment. The agreement states restoration will be made of any areas impacted by construction. This agreement was tabled with direction to include clear language regarding the term of the agreement. The new verbiage added includes that the term shall remain in effect for a period not to exceed 12 months from the date of execution, or until completion of the associated project activities. Whichever occurs first.

Councilmember Longanecker moved to approve, seconded by Councilmember Lewis to approve Item 9. The motion carried 3-0 by the following vote:

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Yes: Longanecker, Lewis, Conus
Absent: Lebakken, Malloy

10. **CONSIDER AGREEMENT WITH OLSSON FOR MARTIN CREEK PARK EXPLORATION PROJECT**

Parks and Recreation Director, Levi Meyer, stated on October 23, 2025, City Council approved the 2026-2030 CIP. The Martin Creek Park Exploration Project budget of $125,000 was included in the approved CIP. There was a total of thirteen submissions received and reviewed by the selection committee. The selection committee recommends Olsson as the best, most qualified team for the project. Their project approach emphasizes scalable, multipurpose park amenities that can evolve over time as community needs change. They showed a clear understanding of balancing recreation, maintenance, operational feasibility, and long-term flexibility while providing practical operations for phased implementation. The proposed agreement with Olsson, Inc. includes a not-to-exceed amount of $105,300 plus reimbursables per the schedule. Upon approval, work is expected to begin immediately. The master planning effort is expected to be completed later this year following public engagement and Council consideration. Mr. Meyer stated that Kelly Thompson from Olsson is here in attendance for any other questions.

Councilmember Longanecker asked what Olsson has been involved with the city in previous projects.

City Administrator, Beth Linn, answered this question by responding that they have been involved in the stormwater master plan and the streetlighting master plan.

Mr. Thompson gave more background on Olsson. Mr. Thompson stated they are excited for the opportunity.

Councilmember Longanecker moved to approve, seconded by Councilmember Lewis to approve Item 10. The motion carried 3-0 by the following vote:

Yes: Longanecker, Lewis, Conus
Absent: Lebakken, Malloy

11. **CONSIDER AMENDMENT NO. 1 TO THE LOAN AGREEMENT WITH KDHE FOR KDHE PROJECT NO. C20 3097 01.**

Karen Kindle, Finance Director, reminded City Council of the loan agreement with KDHE for the Dwyer Sewer Sites Project 1, 2, & 3. The City can postpone the first payment from March 1, 2026 to March 1, 2027. The project is still in progress, and as a result, staff requested an amendment with KDHE to adjust the repayment schedule. She stated there is no change to the amount or project scope, rather this is just postponing the first payment.

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Councilmember Longanecker moved to approve, seconded by Councilmember Conus to approve Item 11. The motion carried 3-0 by the following vote:

Yes: Longanecker, Lewis, Conus
Absent: Lebakken, Malloy

12. **CONSIDER CHANGE ORDER #4 TO KANSAS HEAVY CONSTRUCTION, LLC FOR THE EAST 2ND STREET/EDGEWOOD AND EAST 3RD STREET RECONSTRUCTION PROJECT IN THE AMOUNT OF $70,664.30.**

Public Works Director, Dan Merkh, stated during construction staff identified discrepancies between the bid item quantities and the quantities shown on the approved construction plans. This change order revises the bid quantities to conform to the approved plan quantities. Change Order # 4, including details by line, is attached for review and lists of change orders as summarized.

Councilmember Longanecker asked where the discrepancies came from.
Mr. Merkh stated that in the 120-page long plans, some items were not added correctly. He explained that some of the adjustments came when crews started work and found items that may have been different than the drawings. Some occurrences are because certain items were not differentiated, like Type 1 curb vs Type 2 curb.

Mayor stated that there are additions and subtractions shown on the Change Request.
Ms. Linn states this contract gives overall percentage in change, which is 3.51%. While this is a lot of money, proportionally, it is very small.

Councilmember Longanecker thanked staff for finding these discrepancies and getting them addressed and taken care of.

Councilmember Lewis moved to approve, seconded by Councilmember Longanecker to approve Item 12. The motion carried 3-0 by the following vote:

Yes: Longanecker, Lewis, Conus
Absent: Lebakken, Malloy

13. **Report by the City Administrator**

City Administrator Beth Linn highlighted the use of the Greenspace. She celebrated how many kids were at the Greenspace playing basketball and volleyball. She added it is exciting to see

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the building being utilized. Even today, there were kids who rode bikes there and used Wi-Fi and hung out outside. The investment has been a great addition to the community.

- Q4 Community Development Report

Development Services Director, Zach Moore, first presented on the Animal Control side of development. There were 35 loose animals, 5 barking complaints, 3 deceased animals removed, 1 citation issued, 5 unregistered pet violations, and 3 dog bite cases. For Code Enforcement there were 67% abated and 33% open cases including 52 new violations, 74% officer driven, 4 citations issued, 26% resident driven. As for building permitting, $5,499,878 is the total permit valuation. There were 326 total inspections in Q4. 1,059 total inspections were completed in 2025, doubling what was done the previous year. Dwyer Farms has had 82 total permits issued, 70 of those in 2025. Edgerton currently estimates 1,854 as the population. Phase 2 of new homes begin in March. Phase 3 land disturbance work is underway. For Planning and Zoning, there were 3 planning development applications approved, 7 sign permits issued, and 2 work sessions in the 4th quarter. Maverick opened mid-December. Per the Work Sessions mentioned, sessions held discussed the updated Article 6 of Unified Development Code, which is a planning and development tool. A draft has been created of new Article 6 that will hopefully streamline the processes and help developers. This draft is being handed out tonight to councilmembers and City Attorney. This is step one in a pretty lengthy process. The goal is to address this at the next council meeting with any feedback and comments for a final copy to adopt.

Councilmember Conus asked what the 7 zoning violations were.

Mr. Moore stated he did not know specifically but could follow up with specifics. An example would be improper use of residential property. Zoning violations are different, they carry a lengthy time, so they are able to rectify the issue with more time usually. Junk in the yard is a 10-day period to fix. Zoning issues like wrong fencing or storing an RV wrong gets a 30-day window for fixing.

- STORMWATER & STREETS Update

Assistants to the City Administrator, Trey Whitaker and Kara Banks, presented the update for STORMWATER & STREETS. Mr. Whitaker stated there was a public open house last Saturday. There was a short presentation with questions answered for the public. There are boards with information from that public open house that are also here tonight. Most questions were about ballots. The ballots should arrive in mailboxes this week, and they are due March 3, 2026. There is a ballot drop box behind the library.

Ms. Banks handed out the draft for the new personnel manual. The current manual was last updated in 2009.

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Ms. Linn stated the goal is in 2 weeks to have the employee manual on the Council agenda. There are many policies being the same, like workplace safety and emergency closures. There are no changes in accrual. We have worked on other policies, and added some that we needed to have, like social media and AI.

14. **Report by the Mayor**

Mayor reminded the Council of the future meetings for the Council and Planning Commission, as well as the events scheduled at The Greenspace.

- February 17: Blood Drive
- February 19: Om Grown Yoga
- February 24: Toddler Gym Jam
- February 26: City Council Meeting
- February 26: Easter Egg Wreath
- February 26: Om Grown Yoga
- March 10: Planning Commission Meeting
- March 10: Tales for Tots – Potatoes
- March 10: Scrappy Porch Bunny with The Barefoot Builder
- March 12: City Council Meeting
- March 24: Toddler Gym Jam
- March 26: City Council Meeting
- April 9: City Council Meeting
- April 14: Planning Commission Meeting

15. **Adjourn**

Councilmember Lewis moved to approve, seconded by Councilmember Conus to approve to adjourn. The motion carried 3-0 by the following vote:

Yes: Longanecker, Lewis, Conus
Absent: Lebakken, Malloy

The meeting was adjourned at 7:34 pm.
Submitted by Dusti Callahan, City Clerk.

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City Council Action Item

Council Meeting Date: February 26, 2026

Department: Community Development

Agenda Item: Consider Ordinance No. 2191 Amending Article 6 – Planned Unit Developments - Of The Unified Development Code (UDC) 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 Envision Edgerton 2050 Comprehensive Plan, other planning documents, and policies of the City Council and Planning Commission.

Following the adoption of the Envision Edgerton 2050 Comprehensive Plan, it is common for cities to update their respective development codes to align with the goals, policies, and action items identified in their Comprehensive Plan. This proposed update to the UDC is the first step in a holistic rewrite of the City's UDC, with several additional updates to follow throughout 2026.

Article 6 of the UDC includes regulations for a Planned Unit Development (PUD) District, which is a tool used in planning and development to allow for more innovative and creative development design than what may be achieved by used standard zoning regulations. Planned Unit Developments are property-specific zoning districts that can include a mixture of uses that are typically not permitted in the same conventional district. These Planned Unit Developments are intended to be negotiated between developers and the City to promote the highest and most efficient use of land while preserving natural conditions where appropriate. This tool is not intended to be used for a developer to deviate from adopted City standards, without an apparent higher quality development being provided.

A draft of the new proposed regulations was presented to the Planning Commission at their January 13, 2026 meeting, where a public hearing was held with no public comment. The Planning Commission voted to recommend approval of the new draft PUD regulations with a 4-0 vote, following their discussion. Minutes from the January 13, 2026 Planning Commission meeting are included in this packet as well.

The City Attorney has reviewed the proposed regulations and their comments have been incorporated into the attached draft ordinance. Staff recommends approval of the UDC Amendments to Article 6.

Related Ordinance(s) or Statue(s): Edgerton UDC Article 6

Funding Source: N/A

Budget Allocated: N/A

Finance Director Approval: N/A

Recommendation: Approve Ordinance No. 2191 Amending Article 6 – Planned Unit Developments – 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 Packet – January 13, 2026 Meeting
Planning Commission Minutes – January 13, 2026 Meeting
DRAFT Ordinance No. 2191

Prepared by: Zachary Moore, Development Services Director

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MEMORANDUM

Date: January 13, 2026

To: City of Edgerton Planning Commission

From: Zachary Moore, Development Services Director

Re: Public Hearing for UDCA2025-0002 Regarding Amendments to Article 6 (Planned Unit Development) of the Edgerton Unified Development Code (UDC)

Article 6 of the Unified Development Code (UDC) includes regulations for a Planned Unit Development (PUD) District, which is a tool used in planning and development to allow for a more innovative and creative design of development than is typically achievable with standard zoning regulations. Planned Unit Developments are property-specific zoning districts that can include a mixture of uses that are typically not permitted-uses by right in the same district. Planned Unit Developments are intended to be negotiated between developers and staff to promote the highest and most efficient use of land while preserving natural conditions where appropriate. This tool is not intended to be used for a developer to deviate from adopted City standards, without an apparent higher quality development being provided.

Planned Unit Development regulations have existed in Edgerton's Unified Development Code since at least 2012 and have not been updated since then. The existing Planned Unit Development regulations have been utilized with one (1) development to date, the Dwyer Farms subdivision that is currently under construction at the southwest corner of W. 8th Street and Braun Street. While processing Final PUD applications for this development, staff identified several areas where additional clarity would be beneficial to both staff and the developer, which staff has addressed with the proposed updates included in this packet.

Submittal Requirements

The current PUD regulations require a Conceptual Plan and Plat with information regarding the development, uses, access, utilities, traffic analysis, tax and school impact, and more details of the land and proposed development to be reflected on the document. The proposed new draft regulations will require a PUD Map, including much of the same information as is required under the current regulations, as well as a PUD Text, which will list specific requirements and details of the proposed PUD. If these recommendations are adopted as proposed, the PUD Text and PUD Map would be recorded as the zoning ordinance for the subject property following approval by the Governing Body. Requirements for the contents of both the PUD Text and PUD Map are included in the proposed draft regulations in Section 6.2.

Procedures

The current PUD regulations include a Conceptual PUD Plan and Preliminary Plat to first go through the approval process, which includes a public hearing before the Planning Commission and then subsequently approval by the Governing Body prior to moving onto the Final PUD Plan/Plat stage. The new draft regulations proposed include a similar initial process for the initial entitlement stage, including the Public Hearing before the Planning Commission.

Final PUD Plans are proposed to be processed as a Final Site Plan, following the requirements of Article 10 as currently adopted in the UDC. Any required Final Plat prior to development is proposed to follow the requirements currently outlined in Article 13 of the UDC.

The proposed draft regulations also include updated procedures for changes to a previously approved PUD, with three (3) different levels of change depending on the intensity of the proposed change: 1) a Major Modification, which would require a public hearing before the Planning Commission before consideration by City Council; 2) a Minor Modification, which would require a public hearing before the Planning Commission, who would be the Approving Authority for this level of change; and 3) a Small Adjustment, which would be the least intense changes to a PUD, that would be able to be reviewed and considered administratively.

Conclusion

Staff requests that the Commissioners provide any additional feedback regarding the proposed amendments, which have been included in this packet, to **Article 6** for **Planned Unit Development** standards. Staff will collect comments and feedback and incorporate them into an updated version of Article 6, which will be presented to the City Council for review, consideration, and adoption. Additional changes may be forthcoming based on feedback provided by the City Council. Prior to presentation to the City Council, staff will provide a revised copy of the UDC to the City Attorney for review.

ARTICLE 6

PLANNED UNIT DEVELOPMENT

6.1 – Planned Unit Development (PUD)

A. Purpose and Objectives

a. Purpose

The purpose of the Planned Unit Development is to provide a flexible development tool that allows for more innovative and creative design of development than is possible with standard zoning district regulations. Utilization of this tool will allow applicants to create a property-specific zoning district with development standards negotiated between the developer and the City. This tool is intended to provide flexibility to developers and landowners to allow a more imaginative approach to site design, to promote the highest efficiency of the use of land. In no case is this tool intended to allow a proposal to deviate from adopted development standards, without an apparent higher quality development being provided.

b. Objectives:

i. Ensure that all proposed developments utilizing the Planned Unit Development tool are consistent with the adopted Envision Edgerton 2050 Comprehensive Plan, including, but not limited to, its adopted Goals, Policies, and Action Items.

ii. Provide a development tool to allow for efficient development timelines to help attract quality development.

iii. To encourage land development that preserves natural vegetation and existing topographic and geologic conditions to the greatest extent possible to refrain from flooding and other adverse ecologic conditions.

iv. To combine and coordinate architectural styles, building forms, and structural/visual relationships within an environment that allows mixing of different land uses in an innovative and functionally efficient manner.

B. Master Development Plan

a. Each application for Planned Unit Development must include a PUD Text and Map. The language included in the PUD Text and the information provided in the PUD Map and Supporting Documents must align with one another. These

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items will be reviewed against the Approval Criteria as provided in Section 6. of this Code.

b. If the Planned Unit Development is approved by the Governing Body, following review as outlined in this Section, the PUD Text and PUD Map and Supporting Information will be recorded in an ordinance for the property described.

6.2 – Components of a PUD

A. PUD Text

The PUD Text must be provided in a format consistent with the following requirements and consistent with the accompanying PUD Map (Section 6.2.B). The Text must be written in a clear and concise manner, fully addressing each subsection, with any extraneous information being discouraged. The Text must include a written narrative description of each component of the proposed development, including the following, as appropriate. Additional criteria may be requested based upon the character, scope, and location of the proposed development.

1. A description of the proposed development related to the design, character, and architectural style or theme of the development. This description must demonstrate an innovative, unified, cohesive and compatible plan of development for each use proposed in the development. Proposed developments that contain multiple uses or multiple housing types within the same proposed development must demonstrate consistency in development character and design within the Planned Unit Development.
2. The total number of acres included within the Planned Unit Development.
3. A list of permitted uses within the Planned Unit Development.
4. The total number of acres included within the Planned Unit Development for each specific proposed land use.
5. The proposed amount of total proposed dwelling units, with a specific amount provided for each housing type, and the proposed total gross square footage of building space for all proposed non-residential uses.
6. The proposed bulk, height, and area regulations of the proposed development, including, but not limited to height, setbacks, lot coverage, Floor-Area-Ratio (if non-residential), impervious surface ratio (ISR), and required open space.
7. The type, size, and amount of infrastructure required and proposed to serve the development, including, but not limited to, drainage facilities, vehicular and pedestrian access to and within the development, interconnectivity to and within the development, any required dedicated right-of-way to accommodate the development, any proposed private or public parkland

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(note: public parking must be explicitly approved and accepted by the Governing Body), adequate water and sewer infrastructure to accommodate the property, anticipated demand for fire protection, and anticipated demand for solid waste collection.

   a. Additional information pertaining to infrastructure requirements may be requested based upon the type, character, or location of the proposed development.

8. The underlying soils and their suitability for the proposed development of the subject property for the proposed uses at their size and scale.
9. Identification and description of any historic artifacts or resources found on the subject property.
10. The type and extent of proposed landscaping on site, including, but not limited to, perimeter buffering, land cover on any properties otherwise unfinished with buildings, paving, sidewalks, walkways, alternative landscaping, natural resources, or similar as determined by the Zoning Administrator.
11. Description of any proposed use, location and duration of any temporary uses, such as construction trailers, sales units, model homes, temporary signage related to the construction of the project, as defined by Article 12. For non-residential projects, this may also include temporary construction activities, including but not limited to rock crushing, concrete/asphalt batch plants, temporary sanitary facilities, job trailers, machinery yards, and similar uses.
12. Permitted uses and locations of accessory uses for residential and non-residential structures, including but not limited to Accessory Dwelling Units, HVAC units, swimming pools (both above and below ground), fencing, clubhouses, swimming pools, playgrounds, or similar uses.
13. If signage is proposed with the development, description of permitted signs within the Planned Unit Development including but not limited to, number of signs, permitted sign type size, height, materials, illumination, setbacks, If specific sign details are unknown at the time of PUD submittal, then a Unified Sign Package may be submitted following the initial Planned Unit Development approval as a Major Modification
14. The architectural requirements for the development, including, but not limited to permitted building and roofing materials, percentage of building material requirements on each façade type, proposed color schemes of buildings, required horizontal and vertical articulation, and any additional design elements.
15. A proposed phasing schedule, which must include the number or percentage of residential (in units) or non-residential (in square feet by use type)

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development to be completed within a specific phase of a proposed development, with a specific definition of a date of commencement, a specific date of completion, with a specific term of completion defined within the Text. Phasing may of the PUD may be defined by either of the two following methods:

a. The provision of the estimate of uses to be developed on a yearly basis within phases. The estimated phases may overlap during construction; however, a phase must be at least eighty percent (80%) complete, before the next phase may proceed; or
b. The provision of number of residential units or non-residential square footage that comprises a phase and the provision of specific development conditions related to the specific phase (e.g. prior to the platting of one hundred dwelling units, an amenity tract must be provided.)

B. **PUD Map and Supporting Images**

The PUD Map must be a detailed site plan, as appropriate, that depicts the proposed development within the PUD, which must be drawn to a legible scale. The Map may require more than one page, based upon scale and scope of the project. Additional information may be required, based on the character, scope, and location of the PUD. For phased projects, incremental Final Site Plans or Final Plats (depending on development type as determined in) may be submitted depicting in detail the initial phase of development and a general depiction of the proposed uses for the remaining portions of the project. Incremental Final Site Plans or Final Plats must be submitted that provide detailed construction/site plans for each subsequent phase of a PUD. The PUD Map and Supporting Images must include the following, as appropriate. Additional criteria may be requested based upon the character, scope, and location of the proposed development.

1. The general location of all land uses described in the PUD Text, including the location of all residential lots and all non-residential structures. The general layout of the internal street system in relation to the land uses must also be depicted.
2. The general location, width, extent, and type of buffers and additional landscaping proposed.
3. The general location of any infrastructure requirements, including but not limited to any public infrastructure internal to the PUD, any exterior public infrastructure extensions required to serve the development, any required lift

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stations, substations, or treatment plants required to serve the proposed development.

4. The general location of parking areas other than residential driveways. Parking calculations must also be noted.
5. The general location of all vehicle and pedestrian access to the proposed development, the internal vehicle and pedestrian access within the proposed development including all sidewalks, and the general location of internal and pedestrian connections between uses.
6. The general location of retention, detention, and other drainage facilities that will be used in the proposed development; however, final engineering may be approved upon review of final construction plans and in accordance with this development code and adopted Technical Specifications.
7. The general location of all signage proposed and identified in Section 6.2.A.13.
8. A general location map of the subject property in relation to the vicinity.
9. The general location of future access points providing interconnectivity to adjacent properties.
10. A map showing the location of the 100-year floodplain in relation to the proposed development.
11. The general location of any proposed preservation areas, open space areas, and public or private parkland.
12. Existing and proposed topography including contours at two (2) foot intervals.

6.3 – PUD Procedures

A. Applicability

This section applies to any application to amend the Zoning Map to a Planned Unit Development.

B. Pre-Application

The intent of the Pre-Application process is for staff to provide a courtesy review of the development proposal and for the applicant to understand the City's adopted development standards, regulations, and procedures.

a. A Pre-Application meeting must be held between City staff and the applicant prior to formal submittal of the Planned Unit Development application. At this time, the Zoning Administrator and their designee(s) will provide an informal courtesy review that will address high-level topics and provide the applicant with an understanding of the City's review procedures and the current Future Land Use designation of the property as determined by the Envision Edgerton 2050 Comprehensive Plan.

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C. Initiation

A Planned Unit Development application may be submitted by the property owner, an agent authorized by the property owners, or may be initiated by the Governing Body.

a. When an application is submitted by any entity other than the Governing Body, a Preapplication is required in accordance with Section 6.3.B of this Code.

D. Application Completeness Check

Upon receipt of an application for a Planned Unit Development, staff will conduct an Application Completeness Check to ensure all required documents have been included with the application. The following are required documents for a Planned Unit Development application:

a. Application signed by property owner, authorized agent of property owner, or the Mayor of the City of Edgerton.
b. Authorization of Agent form (if applicable).
c. Ownership Affidavit.
d. Master Development Plan Text, as described in Section 6.2.A of this Code.
e. Master Development Plan Map, as described in Section 6.2.B of this Code.
f. Legal description in word document format.
g. Assurance of adequate facilities.
h. Planned Unit Development application fee, as established in the City's Fee Resolution.
i. A Tax and School Impact Study which indicates the sources and amounts of revenue to various governmental jurisdictions as a result of the development, expected school-age children generation, and estimated cost of providing service to the development that will be absorbed by the City and the affected school districts.
j. A Traffic Analysis providing information on the existing road network, adjunct vehicle volumes, and the effect the proposed PUD will have on the existing and improved road network.
k. Additional information may be required by the Zoning Administrator or Planning Commission on a case-by-case basis dependent upon the type of development proposed.

E. Notice and Public Hearing

a. The Planning Commission must hold a public hearing on the application for a Planned Unit Development in accordance with the noticing and hearing requirements established in Section 9.2 of this Code.

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b. The public hearing at the Planning Commission will occur in accordance with the City's published Development Calendar.
c. Following the Public Hearing, the Planning Commission submits a formal recommendation for review to the Governing Body.

F. Protest Petition

a. Upon conclusion of the Public Hearing, a fourteen (14)-day Protest Petition period begins. Members of the public may submit a Protest Petition to the City Clerk's Office within fourteen (14) days following the date of the conclusion of the Planning Commission's Public Hearing held pursuant to publication notice.
a. For the purposes of calculating the fourteen (14) day period, weekends and holidays are counted. However, if the last day of the protest petition period is a nonbusiness day for City offices, then the filing deadline is 4:30 PM on the next regular business day.
b. A Protest Petition must be timely filed and duly signed and verified by the owners of record of 20% of the total area required to be notified by State Statutes (K.S.A. 12-757), except public streets and ways, located inside or outside the City's corporate limits.
c. The Zoning Administrator must verify the accuracy of ownership and validity of the signatures on the protest petition.
d. Once a valid protest petition is filed with the City, it may not be withdrawn unless every individual that signed the original petition signs a verified affidavit which states and fully explains the rights being waiver by the withdrawal of the protest petition. Affidavits for withdrawal must be filed with the City Clerk on or before the last regular business day preceding the Governing Body meeting for which the application is to be considered.

G. Governing Body

Following completion of the Protest Petition period defined in Section 6.3.E, the Governing Body will consider the Planned Unit Development application.

a. The Governing Body may approve the Planned Unit Development application as presented, with stipulations, or may amend the Planning Commission's recommendation.
b. The Governing Body may deny the Planned Unit Development application.
c. The Governing Body may remand the Planned Unit Development application back to the Planning Commission for further consideration, with a statement specifying the Governing Body's inability to approve or deny.

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H. Review Criteria

Planned Unit Developments are a zoning action and must be reviewed against the City's adopted zoning review and approval criteria, as listed in Section 8.1.F.4 of the UDC.

I. Recordkeeping

a. Should the Governing Body approve the Planned Unit Development application, an Ordinance will be executed and recorded with the County that the Planned Unit Development is located in.
b. In addition to standard ordinance language, the Master Development Plan Map and Master Development Plan Text included in the Planned Unit Development application and presented to the Planning Commission and Governing Body will be recorded as exhibits with the ordinance.
c. The City Clerk maintains a record of all ordinances that change the zoning district to Planned Unit Development.
d. The Zoning Administrator will notify the appropriate authorities to revise any applicable Zoning Maps.

J. Subsequent Applications

a. When a Planned Unit Development application is withdrawn by the applicant or denied by the Governing Body, the same application for the same property may not be resubmitted for a period of one (1) year from the date of withdrawal or denial.
b. An application for a different development proposal may be submitted at any time. This includes a new Planned Unit Development application showing significant changes or revisions to the withdrawn or denied application.

K. Appeals of Final Decisions

Any person, official, or agency aggrieved by a final decision on a Planned Unit Development application may file an appeal in the District Court of Johnson County within thirty (30) days of the final decision.

6.4 – Final PUD Plans and Final PUD Plats

A. Applicability

This Section applies to any application for a Final Planned Unit Development Plan following the approval of a Planned Unit Development by the Governing Body.

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B. Purpose

A Final Planned Unit Development Plan must provide the specific location of each component of a development and the exact specifications to which the development will be built.

C. Procedures

a. All Planned Unit Development Final Plans that include mixed-use development, non-residential development, and/or multi-family residential development must follow the development procedures and submittal requirements for a Final Site Plan as provided in Article 10 prior to issuance of a Building Permit.
   i. Provided that the Final Plan is consistent with the approved Planned Unit Development, a Public Hearing is not required for the Final Plan.

b. All Planned Unit Development Final Plans that only include single-family detached, single-family attached, or duplex development must submit a Final Plat and subdivision construction plans as provided in Article 13.3.F prior to commencement of construction.

6.5 – Changes to a Planned Unit Development

A. Applicability

This Section applies to any proposed change to a Planned Unit Development that has previously been approved by the Governing Body.

B. Types of Changes

1. Major Changes

Major Changes to a previously approved Planned Unit Development must be approved by the Governing Body, following a public hearing before the Planning Commission, as outlined in Section 9.2. Major Changes will be processed in the same manner as an initial PUD, with a revised PUD Text and Map, as defined in Section 6.2.

Previously approved Planned Unit Developments that are proposed to be changed in the following ways must follow the Major Change procedure.

a. Any change to the list of permitted uses, whether it be an addition or deletion.
b. Changes in the acreage of land within the Planned Unit Development for any dedicated land use by greater than five percent (5%).
c. Increases in density for residential projects by greater than five percent (5%).

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d. Increases in intensity for non-residential projects by greater than five percent (5%).
e. An Increase in ground coverage or height of a minimum of any one (1) proposed building by greater than five percent (5%).
f. A decrease in the required Yard of an approved Planned Unit Development by ten percent (10%), or greater.
g. Any changes to the type, location, or number of vehicular or pedestrian access points to the exterior of the PUD.
h. An increase in traffic generation by more than five percent (5%).
i. An extension of 180 days or more for the commencement and/or completion date of the PUD.
j. A newly introduced Unified Sign Package.

2. Minor Changes

Minor Changes to a previously approved Planned Unit Development may be approved by the Planning Commission, following a public hearing in accordance with UDC, Section 9.2. Unless otherwise determined to be a Small Adjustment, the Planning Commission may approve Minor Changes to a PUD, upon finding that the following are met:

a. The proposed change is in keeping with the Goals, Policies, and Action items of the Envision Edgerton 2050 Comprehensive Plan and adopted Technical Specifications.
b. The proposed change does not modify the type of permitted uses within the PUD.
c. The change in acreage of land or location of use within the Planned Unit Development for any land use is less than five percent (5%).
d. The increase in residential density of the Planned Unit Development is less than five percent (5%).
e. The increase in non-residential intensity of the Planned Unit Development is less than five percent (5%).
f. The increase in ground coverage or height of any one (1) building in the PUD does not exceed five percent (5%).
g. The decrease in the required Yard of any lot within the Planned Unit Development does not exceed ten percent (10%).
h. The change does not include the type, location, or number of vehicular or pedestrian access points to the PUD.
i. The traffic generation of the PUD is increased by less than five percent (5%).

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j. The extension of the commencement and/or completion date of the PUD is for less than 180 days.
k. The changes do not modify a previously approved Unified Sign Package in a substantial matter (i.e. sign height or area is not increased, number of signs is not increased, etc.).

3. Small Adjustments

Small Adjustments to approved Planned Unit Developments may be allowed by the Zoning Administrator following application and review, upon finding that the following are met:

a. The proposed change is in keeping with the Goals, Policies, and Action items of the Envision Edgerton 2050 Comprehensive Plan and adopted Technical Specifications.
b. The proposed change does not modify the location or type of permitted uses within the Planned Unit Development.
c. The change does not modify acreage of land or location of use within the PUD.
d. There is no increase in residential density within the Planned Unit Development.
e. There is no increase in the non-residential intensity of the Planned Unit Development.
f. There is no increase in the ground coverage or height of any building within the PUD.
g. There is no decrease in the required Yard of any lot within the PUD.
h. There is no increase in the traffic generated by the PUD.
i. The extension of the commencement and/or completion date of the PUD is for 30 days or less.
j. The changes do not modify a previously approved Unified Sign Package in a substantial matter (i.e. sign height or area is not increased, number of signs is not increased, etc.).

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PLANNING COMMISSION
January 13, 2026 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 January 13, 2026. The meeting was convened when Chair Tina Mathos called the meeting to order at 7:00 PM.

1. **ROLL CALL**

Jeremy Little	present
Tina Mathos	present
Adam Draskovich	present
Ray Soemer	present
Jordyn Mueller	absent

With a quorum present, the meeting commenced.

Staff in attendance: Zachary Moore, Development Services Director
Chris Clinton, Planning and Zoning Coordinator
Hailey Vaughn, Customer Service Representative II
Beth Linn, City Administrator

Elected Officials in attendance: Mayor Donald Roberts

2. **WELCOME** Chair Mathos welcomed all in attendance to the meeting.

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

CONSENT AGENDA

4. Minutes from December 9, 2026, Planning Commission Meeting.

Commissioner Draskovich moved to approve the Consent Agenda. The motion was seconded by Commissioner Little. The Consent Agenda was approved, 4-0.

Regular Agenda

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

Old Business

6. **UDCA2025-0002 AMENDMENTS TO ARTICLE 6, PLANNED UNIT DEVELOPMENT DISTRICT, OF THE CITY OF EDGERTON UNIFIED DEVELOPMENT CODE**

Mr. Zachary Moore, Development Services Director, proposed an update of the Planned Unit Development (PUD) section of the Unified Development Code (UDC). He stated that some updates were made following the feedback given during the work session held on December

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9, 2025. For this meeting, staff has put together a presentation and an example of what a PUD could look like in the future. He explained that on a global scale, PUDs have been in use for a while. The City of Edgerton standards have been codified since at least 2012 and have not received many updates since then. After utilizing this tool during the Dwyer Farms project, the team recognized areas that could be updated in the PUD Article to make it a more streamlined process. City staff has been working on code research and drafting a new Article. Code writing is very detailed; he explains that something written on page nine (9) could affect something that was previously written on page one (1). A public hearing, which is required prior to any code updates, will be held during this meeting.

PUD is a unique tool to allow for the creation of an innovative zoning district. This allows a developer to create their own zoning district for a certain property while giving the City the chance to review. City staff will ensure that the proposed project is the best use of the land, the development standards make sense and ask what the City is getting in return. The purpose is Edgerton receiving a higher quality of development by offering relief on a particular development requirement. The relief on standards is negotiated and what the City receives could be a park or other community amenities. The applicant will submit their proposal, City staff reviews and provides comments, and then the applicant revises plans and resubmits.

Mr. Moore stated the purpose statement includes "this tool is intended to provide flexibility to developers and landowners to allow a more imaginative approach to site design, to promote the highest efficiency of the use of the land." It also includes the statement that "In no case is this tool intended to allow a proposal to deviate from adopted development standards without an apparent higher quality development being provided." He explained having the purpose statement early in the Article helps set the tone of the Article. Mr. Moore also highlighted four (4) objectives of the proposed Article:

1. Ensure that all proposed developments utilizing the Planned Unit Development tool are consistent with the adopted Envision Edgerton 2050 Comprehensive Plan, including, but not limited to its adopted Goals, Policies, and Action Items.
2. Provide a development tool to allow for efficient development timelines to help attract quality development.
3. To encourage land development that preserves natural vegetation and existing topographic and geologic conditions to the greatest extent possible to refrain from flooding and other adverse ecologic conditions.
4. To combine and coordinate architectural styles, building forms, and structural/ visual relationships within an environment that allows mixing of different land uses in an innovative and functionally efficient manner.

He stated with major code updates like this, it is best to tie it into major plans, like the Envision Edgerton 2050 Comprehensive Plan. The Purpose Statement and Objectives will comprise the first section of the updated Article.

Mr. Moore explained the contents of a PUD would be updated. The previous PUD process relied on several pieces of information that would be in different areas of the application, requiring additional time to locate the information. The goal of this update would be to streamline the process. The contents would include a detailed PUD text, which would be recorded as part of the zoning ordinance; a detailed PUD map, which would be recorded;

supporting images, which would not be recorded but would be saved with the application; and any additional documents submitted as part of the application completeness check, which would not be recorded but would be used by City staff to review.

An example of a possible PUD was handed to the Commission. The purpose of this example was to give an idea and to provide a reference for what a future PUD Map, Text, and supporting images could look like. The example does not include any Edgerton land and was not drawn to scale. Mr. Moore informed the Commission that the PUD Text includes the overall size of the PUD, permitted uses, location of intended uses, any access points that are proposed, and any development standards of the PUD.

Mr. Moore stated the Article would also update the procedure of a PUD application. The process would begin with a pre-application meeting with City staff and a codified review time. This gives the City staff time to review the application and provide early comments on the proposal. Then the applicant would submit an application, which would be followed by an application submittal completeness check. Provided that all of the proper information was provided, City staff would then place the item on a Planning Commission agenda. City staff would then review and prepare the Planning Commission report. A Public Hearing would be held during the Planning Commission meeting. Following the Public Hearing and the Planning Commission meeting, there is a state-mandated protest petition period, which is a 14-day period that would allow property owners within the notification area the ability to submit a petition that, if valid, would require the Governing Body to approve with a super majority vote and not a simple majority. The final step to these procedures would be for the application to be considered by the Governing Body.

Section 6.5 of the proposed Article would outline the different levels of changes to a previously approved PUD. The types of changes would be categorized into three (3) different levels based on the intensity of the change, the first being a major change. A major change would be anything that would increase or decrease the intensity or density of more than five percent (5%), which would require the PUD to go back through the full process. Minor changes of items that City staff would not feel comfortable with approving at an administrative level, but do not require a complete re-write of the PUD text, would come back to the Commission. This process is similar to a Revised Final Site Plan. Lastly, there would be Small Adjustments, such as adding a sign, which would be reviewed and approved by City Staff.

Mr. Moore explained there were recommended changes to the proposed article after the packet was published. An addition of a "Non-Negotiables" section which would require all submittals to adhere to the City's technical specifications, lighting requirements, and sign code. The language in Section 6.2.A.15.b would be amended to clearly allow for road construction. Language would be added to Section 6.2 for floodplain information to be provided. The requirement of Tax and School Impact Study would be removed under Section 6.3.D.i. While understating the impact on the School District and tax base is important, the Commission needs to focus on making decisions based on land use and proper zoning requirements. Any financial incentives would be captured in a Development Agreement that has to be approved by the City Council. Another change would be to refer to State Statutes if one exists for an item. Instead of outlining the requirements in the code, it would be best to refer to State Statute. This would alleviate the need for code amendments every time a State

Statute is updated. The final change is adding architectural standards to Section 6.5 and the levels of changes.

Mr. Moore outlined the next steps for the PUD Article. City staff will revise the draft of Article 6 with any changes from this meeting and correct any code writing changes or formatting. After that, the draft will be sent to the City Attorney for review. Once approved by the City Attorney, the Article will go before City Council for consideration. City staff would like to get this in front of City Council in January, but will most likely be handed to the Councilmembers during the first meeting in February. Once approved by City Council, the Ordinance will be recorded and the UDC will be updated. Then a development application is hopefully applied for in the near future.

This PUD Article update is the first part of the UDC overall update. City staff has broken the UDC update into three (3) buckets. Along with this Article, a minor update to the sign code is needed prior to a full rewrite of that Article, comprise the first bucket. Bucket two (2) will include updates to the Zoning Districts, Uses, Use Definition, and Bulk Regulations. Bucket three (3) will have updates to Development Standards, which are things like architecture, landscaping, and site design. A full update to the sign code will also be done during this time. The final bucket will be updating the procedures, agencies, enforcement, bylaws, and any other chapter(s) in the code.

Commissioner Draskovich asked if the tax and school impact information would still be included for the City Council to consider. Mr. Moore replied that tax and school impact studies only impacts development applications if there is an incentive tied to it. Mayor Roberts added that if the applicants are requesting incentives, then it is mandatory that the incentives be considered by the City Council. However, if the tax and school impact data is strictly for the PUD application, then it would not have to go in front of the City Council.

Commissioner Draskovich asked if this is the case for residential and commercial development. He is concerned that commercial development may impact city services without providing the same tax base as a residential development.

Ms. Beth Linn, City Administrator, answered that the Planning Commission is not deciding on land use based on if this development will cost the City more. The provided example, if someone brings forward a standard application for their property and have plans to construct a retail store, if they are not asking for incentives, then the decision should only be made based on the land use and not if the City will have to provide more services like law enforcement or road care. She added that when a large development comes forward, citizens want to know what the impact on the school district would look like. The decision for zoning and land use must be based off the use of the land and not how it affects the local schools. The school district has their own procedures of viewing our Comprehensive Plan and looking at what types of development we think are going to happen and where it would be best for that development to occur so they can be prepared. By removing the tax and school impact data from the UDC, it makes it easier for the Commission to make decisions on the best use of the land.

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Chair Mathos opened the Public Hearing. There were no public comments made. Commissioner Little moved to close the public hearing. Commissioner Draskovich seconded the motion. The public hearing was closed, 4-0.

Commissioner Little requested more clarity about the density of residential units versus the intensity of the square footage of the use of non-residential uses. Mr. Moore stated there seems to be a misunderstanding between the terms. His recommendation would be to change intensity to density in regards to non-residential uses. Another thing that could be added is a clarifying note that states the density for non-residential square footage per acre instead of units per acre like it is with residential development.

Commissioner Draskovich moved to recommend approval of Application UDCA2025-0002 with the changes outlined by City staff as mention earlier and the change of intensity to density regarding non-residential development. Commissioner Little second the motion. Application UDCA2025-0002 was recommended for approval, 4-0.

Mayor Roberts stated that residential density is units or people per acre, but the intensity of a non-residential or commercial development is shown in the zoning districts like C-1, C-2, or C-3. Commissioner Draskovich said he sees the intensity of commercial use increase as the number in the zoning designation increases. He added that it correlates with how serious of a use is. Commissioner Soemer stated that the traffic would also increase depending on the use. Mayor Roberts agreed with Commissioners Draskovich and Soemer. Commissioner Draskovich explained that a more impactful use, such as a Walmart versus a Dollar General, would have a greater intensity and is labeled in the zoning district. Mr. Moore explains the way that the proposed update was drafted is that if a PUD allowed only C-1 uses permitted; and in the future, the applicant wanted to change the intensity of the uses, such as allowing uses found in C-2, then the PUD would need to be rewritten. As an example, he stated that if a development of 20 acres is purposed to include 20,000 square feet of non-residential development, then increasing the intensity would be increasing it to 30,000 square feet of non-residential development. The intensity would be the square footage of non-residential development and not the use itself. Ms. Linn inquired if the use was covered by a different section of the proposed code update. Mr. Moore replied that the use itself would be covered by Section 6.2.A.3.

Mayor Roberts voiced his concern about the intensity of a certain use being different than another use that is permitted in the same zoning district.

Commissioner Draskovich moved to rescind the recommendation for approval for Application UDCA2025-0002 with the changes outlined by City staff and the change of intensity to density regarding non-residential development.

Commissioner Little stated that a non-residential development has nothing to do with housing development. Commissioner Draskovich stated that the Commission would still see the non-residential development presented. Chair Mathos stated that a PUD can be comprised of both residential and non-residential development. Commissioner Draskovich inquired if the entire UDC should be amended to reflect these changes. Mr. Moore replied that the other sections of the UDC will be updated at a later time. Commissioner Draskovich stated that the amendments in the PUD section will impact other sections of the UDC as well. Mr. Moore

replied that more updates will be presented to the Commission later this year. This currently proposed code change is to bring the language of the PUD section into date with current planning practices, and the rest of the UDC updates are intended to follow later this year. He added that, for clarification, a small definition section that lists out density, intensity, and other unique terms can be added into the Article. The long-term goal would be to put all of the definitions in a separate chapter. Chair Mathos asked if there would be other terms that would be included in this definition section. Mr. Moore replied that he will review the Article again and see if there are any other terms that could lead to misunderstanding. Commissioner Draskovich stated that having the terms defined will be beneficial. He said intensity is single family homes versus apartments. The density is also tied into the intensity of the use. The more people, the more intense the use. Commissioner Soemer replied that it is worth having the distinctions between density and intensity. Commissioner Draskovich said there are different types of residential developments, just like there are different types of non-residential developments, that have different intensities. The intensity of a use does relate to the density of the development. Ms. Linn replied that in the section that outlines major changes it states specifically that changes to any permitted use is a major change. Developers know the next steps if they decide to make changes to the permitted uses. Changes in the acreage of land within the PUD are covered in the following section. If a developer changes the use of an area, then it is viewed as a major change and will be presented back to the Commission. Ms. Linn summarized that having a difference between density in residential and intensity in non-residential is needed. This is because those terms are commonly used planning terms, it is best for the City to use similar language as other jurisdictions as to not confuse developers; and in residential development, density already has a set definition. Density in residential development is the amount of people in any given area and the intensity in non-residential development would be the square footage of the development. Ms. Linn stated she believes that having the language about the different changes, so developers know what to expect.

Commissioner Soemer seconded the motion to rescind the recommendation of approval for Application UDCA2025-0002. The recommendation of approval was rescinded, 4-0.

Commissioner Draskovich moved to recommend approval of UDCA2025-002 with the changes outlined by City staff in the presentation and with addition of the term square footage added within the intensity definition of non-residential uses as previously discussed. Commissioner Soemer seconded the motion. UDCA2025-002 was recommended for approval, 4-0.

7. **Future Meeting Reminders**

Chair Mathos stated that the next regular sessions are scheduled for February 10, 2026, at 7:00 PM; March 10, 2026, at 7:00 PM; and April 14, 2026, at 7:00 PM.

8. **ANNOUNCEMENTS**

Ms. Linn invited everyone to a public informational meeting for the special sales tax for stormwater and streets, at The Greenspace on Saturday, February 27th, at 10:00 AM. Activities for kids will be available during the meeting. This meeting will provide information about the implications of a mail-in ballot question for a sale tax within the City. The tax revenue will only be used for stormwater and street projects. She explained that 82% of each dollar from sales

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tax revenue is generated by non-residential business. The City's Stormwater Master Plan highlights $50 million worth of projects that would be paid by the proposed sales tax and not property tax dollars.

Mayor Roberts wished everyone a happy new year and thanked staff for working on the major project of updating the UDC.

9. **ADJOURN**

Commissioner Draskovich moved to adjourn the meeting. Commissioner Little seconded the motion. The meeting was adjourned at 8:02 PM, 4-0

Submitted by Hailey Vaughn, Customer Service Representative II

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UDCA2025-0002

UNIFIED DEVELOPMENT CODE UPDATES

ARTICLE 6 – PLANNED UNIT DEVELOPMENT (PUD)

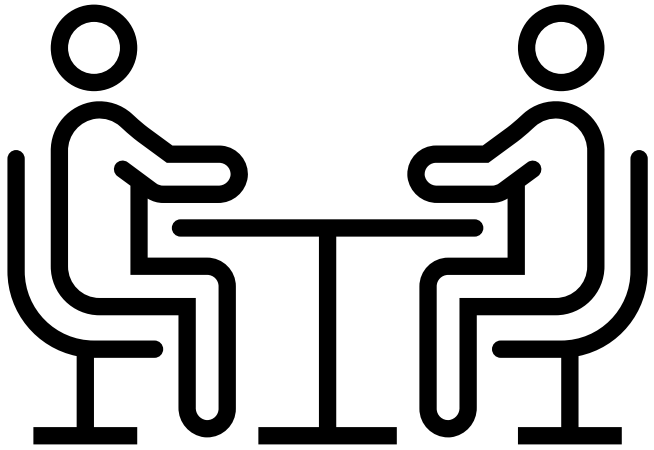
PUBLIC HEARING

JANUARY 13, 2026

How did we get here?

- Planned Unit Development Standards have been codified since at least 2012.
- Dwyer Farms utilized PUD tool
- Code Research and Drafting
- PC Work Session
- Public Hearing

What is a Planned Unit Development?



- Unique tool to allow innovative zoning district.
- Negotiated district – not strictly a developer mandated application.
- Applicant submits, staff reviews and provides comments, applicant revises plans and resubmits.

Purpose and Objectives

- Revamped Purpose Statement
  - Part - “This tool is intended to provide flexibility to developers and landowners to allow a more imaginative approach to site design, to promote the highest efficiency of the use of the land.”
  - Part - “In no case is this tool intended to allow a proposal to deviate from adopted development standards without an apparent higher quality development being provided.”

envision EDGERTON

global routes. local roots. comprehensive plan.

Objectives

1. Ensure that all proposed developments utilizing the Planned Unit Development tool are consistent with the adopted Envision Edgerton 2050 Comprehensive Plan, including, but not limited to its adopted Goals, Policies, and Action Items.
2. Provide a development tool to allow for efficient development timelines to help attract quality development.
3. To encourage land development that preserves natural vegetation and existing topographic and geologic conditions to the greatest extent possible to refrain from flooding and other adverse ecologic conditions.
4. To combine and coordinate architectural styles, building forms, and structural/visual relationships within an environment that allows mixing of different land uses in an innovative and functionally efficient manner.

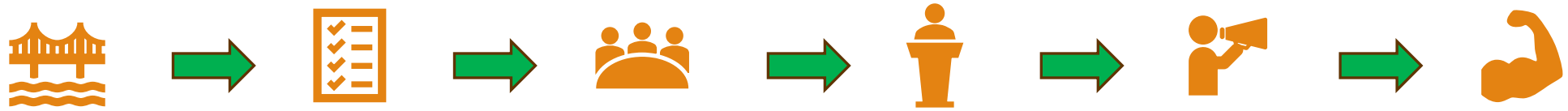
Contents of a PUD

- Detailed PUD Text (recorded)
- Detailed PUD Map (recorded)
- Supporting Images (not recorded)
- Additional documents as part of Application completeness check (not recorded)

Note: This is not an engineered site plan and drawings are not to scale. This is an example only.

Note: Not architecturally drawn renderings. This is an example only.

PUD Procedures



Start with Pre-application and codified review time.

Application submittal, completeness check, and placement on an agenda.

Staff review and Planning Commission report preparation.

Public Hearing at Planning Commission.

Protest Petition Period.

Governing Body Consideration.

Section 6.5 - Changes to a PUD (if any)

No Changes – follow regular codified procedure for Site Plans and Final Plats

Major Changes – back through full process (PC Public Hearing & Council)

Minor Changes – back through partial process (PC Public Hearing)

Small Adjustments – staff review and approval

Changes to Packet

- Addition of “Non-Negotiables” (New Section)
  - Technical Specifications
  - Lighting
  - Sign Code
- Tweaking language in 6.2.A.15.b – clearly allowing road construction
- Addition of language and map requirement for floodplain information (Sec. 6.2)
- Removal of Tax and School Impact Study as required document (6.3.D.i)
- If State Statute has specific rule, refer to that
  - Protest Petition
  - Appeals of Decisions
- Adding architectural standards to Section 6.5 and levels of changes

What's Next for PUD?

- Revise Draft Chapter 6 with any changes from this meeting and any clean up/formatting.
- Send draft to City Attorney for review.
- City Council consideration.
- If approved, Ordinance recorded and Code updated.
- Hopefully a development application.

What's Next for Overall Code Update?

- February 2026 – Article 12 Sign Code quick update
- Bucket 2: Zoning Districts, Uses, Use Definitions, Bulk Regulations
- Bucket 3: Development Standards (Architecture, Landscaping, Site Design, etc.)
- Bucket 4: Procedures, Agencies, Enforcement, Bylaws, and everything else

Questions?

EXHIBIT B

PLANNED UNIT DEVELOPMENT TEXT

JANUARY ACRES

1) A description of the proposed development related to the design, character, and architectural style or theme of the development. This description must demonstrate and innovative, unified, cohesive and compatible plan of development for each use proposed in the development. Proposed developments that contain multiple uses or multiple housing types within the same proposed development must demonstrate consistency in development character and design within the Planned Unit Development.
   a) *January Acres is a development intended to provide a mix of housing types to include single-family detached homes of varying lot sizes to townhomes of varying sizes to allow its residents to be able to live in this neighborhood for generations to come. A goal of providing a mix of housing types in this neighborhood is to allow its residents to age in place in the greater Edgerton community. The neighborhood will have a street network designed to promote neighborhood inclusivity with a central open green area to be used for community events, parties, passive recreation and other activities. A privately-owned recreation area will be owned and maintained by the neighborhood Homes Association which will include sports fields, a playground, and an open courtyard/plaza area.*
2) The total number of acres included within the Planned Unit Development.
   a) *This Planned Unit Development will include 120.85 acres in total.*
3) A list of permitted uses within the Planned Unit Development.
   a) *Permitted uses within this Planned Unit Development will include the following:*
      i) *Single-family detached homes and their accessory uses.*
      ii) *Townhomes up to eight-units attached.*
      iii) *Community clubhouse and amenity center.*
      iv) *Religious institutions.*
4) The total number of acres included within the Planned Unit Development for each specific proposed land use.
   a) *The total number of acres for each land use will be divided as follows:*
      i) *Townhomes: 13.12 acres*
      ii) *Single-family homes: 71.13 acres*
      iii) *Active Recreation: 16.08 acres*
      iv) *Open Space: 3.53 acres*
      v) *Drainage: 16.99 acres*

SAMPLE

5) The proposed amount of total proposed dwelling units, with a specific amount provided for each housing type, and the proposed total gross square footage of building space for all proposed non-residential uses.
   a) *Townhomes: A total of 80 townhomes will be constructed in the northwestern portion of the property on Tract A. Tract A is 13.12 acres in size, resulting in a density on this Tract of 6.10 dwelling units per acre.*
   b) *Single-family detached homes: A total of 320 single-family detached homes will be constructed on four Tracts totaling 71.13 acres, resulting in a single-family home density of 4.50 dwelling units per acre.*
   c) *Total Density: A total of 400 dwelling units will be provided within this development, which includes a total of 120.85 acres in the overall development parcel, resulting in a gross density of 3.31 units per acre.*
   d) *Community clubhouse and amenity area: A community clubhouse with a pool may be built in the recreational area provided in Tract G. This clubhouse, when constructed, may not exceed 8,000 square feet of finished building area.*
6) The proposed bulk, height, and area regulations of the proposed development, including, but not limited to height, setbacks, lot coverage, Floor-Area-Ratio (if non-residential), impervious surface ratio (ISR), and required open space.
   a) *Tract A (Townhomes):*
      i) *Minimum Lot Area: 2,500 square feet*
      ii) *Minimum Lot Width: 25 feet*
      iii) *Minimum Front yard setback: 15 feet*
      iv) *Minimum Side yard setbacks: 0 feet if an interior unit, minimum 5 feet if an end-unit*
      v) *Minimum Rear yard setbacks: 10 feet*
      vi) *Maximum Building Height: 35 feet*
      vii) *Maximum Lot Coverage: 75%*
      viii) *Maximum Impervious Surface Ratio: 85%*
   b) *Tracts B-E (Single-family detached residential):*
      i) *Minimum Lot Area: 5,000 square feet*
      ii) *Minimum Lot Width: 50 feet*
      iii) *Minimum Front yard setbacks: 25 feet*
      iv) *Minimum Side Yard setbacks: 7 feet*
      v) *Minimum Rear yard setbacks: 20 feet*
      vi) *Maximum Building Height: 35 feet*
      vii) *Maximum Lot Coverage: 65%*
      viii) *Maximum Impervious Surface Ratio: 75%*
   c) *Tract G (Community Clubhouse and Amenity Area):*

SAMPLE

i) Minimum Lot Area: 1 acre
ii) Minimum Lot Width: 75 feet
iii) Minimum Front Yard Setbacks: 50 feet
iv) Minimum Side Yard Setbacks: 50 feet
v) Minimum Rear Yard Setbacks: 50 feet
vi) Maximum Building Height: 35 feet
vii) Maximum Lot Coverage: 30%
viii) Maximum Impervious Surface Ratio: 50%

7) The type, size, and amount of infrastructure required and proposed to serve the development, including, but not limited to, drainage facilities, vehicular and pedestrian access to and within the development, interconnectivity to and within the development, any required dedicated right-of-way to accommodate the development, any proposed private or public parkland (note: public parkland must be explicitly approved and accepted by the Governing Body), adequate water and sewer infrastructure to accommodate the property, anticipated demand for fire protection, and anticipated demand for solid waste collection.

a) The infrastructure needed to serve the development consists of public roads, drainage facilities, public water and sewer, fire protection, police protection, and solid waste collection. All public infrastructure will be built to the City of Edgerton Technical Specifications and will be dedicated to the City following construction by the developer. Police and Fire protection and Solid Waste Collection for the development will be provided by existing City-contracted providers.

b) An internal street network will be constructed to City standards with connection points to the external street network at the following locations:

i) Along Washington Parkway at:
(1) Crawford Street
(2) Osborn Street
(3) Anthony Street
(4) Jefferson Road
(5) Quincy Road

ii) Along Robinson Road at:
(1) Madison Terrace
(2) Jefferson Road
(3) Jackson Street

iii) Along Tyler Road at:
(1) Green Street
(2) Anthony Street

SAMPLE

c) *Additional right-of-way will be dedicated at the time of platting for Robinson Road and Washington Parkway where it abuts the property. Half-street right-of-way of 100 feet will be dedicated from the centerline of Washington Parkway and 80 feet from the centerline of Robinson Road will be dedicated in accordance with the City's standards for right-of-way dedication.*

d) *Water and Sewer. There are existing public water and sewer mains across Washington Parkway to the north. The developer will construct water and sewer lines throughout the development to City standards and will dedicate these improvements to the City upon their acceptance by the Governing Body.*

e) *Interconnectivity. To assist with the transition of land uses at Jefferson Road, there are two connection points from the townhome development to the remaining subdivision, at Green Street and Harvey Street, which connect to Jefferson Road.*

f) *The active recreation area in the northeastern portion of the development will be privately owned and maintained by the Homes Association. This Active Recreation area will consist of soccer and ball fields, a playground, and will include the clubhouse/amenity building and swimming pool.*

g) *Sidewalks will be provided along one side of all streets in the single-family home portion of the development on Tracts B-E. On Tract A, sidewalks will be provided on both sides of all internal streets. Both Jefferson Road and Monroe Road will have a minimum 8-foot-wide path on one side of the road and a minimum 5-foot-wide sidewalk on the other side. An 8-foot-wide concrete walking path will be provided through the passive open space that will be provided in Tract C.*

8) The underlying soils and their suitability for the proposed development of the subject property for the proposed uses at their size and scale.

a) *A geotechnical report was created for this property and was included within the application submittal documents for the Planned Unit Development application. The report identifies three types of soils in the development area including the following soil types, which are suitable for the proposed development.*

i) *8301, verdigris silt loam.*

ii) *8912, summit silty clay loam.*

iii) *8962, woodson silt loam.*

9) Identification and description of any historic artifacts or resources found on the subject property.

a) *No historic artifacts or resources have been found on the subject property.*

10) The type and extent of proposed landscaping on site, including, but not limited to, perimeter buffering, land cover on any properties otherwise unfinished with buildings, paving, sidewalks, walkways, alternative landscaping, natural resources, or similar as determined by the Zoning Administrator.

SAMPLE

a) *The proposed development will include 20-foot perimeter buffers along each external street to the subdivision to include a minimum of five (5) trees per 100 linear feet. A Type 1 buffer will be provided where Tract A abuts Jefferson Road. Each of the four (4) detention ponds throughout the development will have landscaping installed along the perimeter of the pond. Tract H, which is the open space provided in the center of the development will include native plantings along with a mix of evergreen and deciduous shrubs at a rate of three (3) shrubs per 10,000 square feet of open space. Benches will be provided throughout the passive open space Tract C in locations along the walking path.*

11) Description of any proposed use, location and duration of any temporary uses, such as construction trailers, sales units, model homes, temporary signage related to the construction of the project, as defined by Article 12. For nonresidential projects, this may also include temporary construction activities, including but not limited to rock crushing, concrete/asphalt batch plants, temporary sanitary facilities, job trailers, machinery yards, and similar uses.

a) *Lots 1-5, along Carney Street between Jefferson Road and Jackson Street will be model homes/sales offices for the single-family home portion of the development and Building A in Tract A will house two (2) model units for the townhome portion of the development.*

b) *Temporary signage for the subdivision will be provided in accordance with Article 12 of the Edgerton Unified Development Code (UDC).*

c) *A job trailer will be placed at Lot 92, which is located at the southwest corner of Harvey Street and Madison Street in Tract B. This job trailer will remain in place through construction of Tract C (Phase 3), at which time it will be relocated to Lot 320 at the southeast corner of the intersection at Harrison Street and Anthony Street.*

12) Permitted uses and locations of accessory uses for residential and nonresidential structures, including but not limited to Accessory Dwelling Units, HVAC units, swimming pools (both above and below ground), fencing, clubhouses, swimming pools, playgrounds, or similar uses.

a) *In-ground pools are permitted in the rear yards of single-family home lots in Tracts B-E. Above ground pools are prohibited through the entire development.*

   i) *In-ground pools must maintain a minimum 5-foot setback from side and rear property lines and may not encroach any recorded easement.*

b) *Accessory Dwelling Units are permitted in the rear yards of single-family lots in Tract B-E, provided that the overall development of the lot remains in compliance with Section 6 of this Planned Unit Development Text.*

SAMPLE

c) *Any fence constructed within this Planned Unit Development must comply with all requirements for fencing in the R-1 District as is defined in Edgerton Unified Development Code, Article 3.2.*

d) *A community clubhouse/amenity area will be provided in Tract G, the Recreation Area.*

13) If signage is proposed with the development, description of permitted signs within the Planned Unit Development including but not limited to, number of signs, permitted sign type size, height, materials, illumination, setbacks, If specific sign details are unknown at the time of PUD submittal, then a Unified Sign Package may be submitted following the initial Planned Unit Development approval as a Major Modification.

a) *All signage proposed within the development will comply with the regulations provided in Article 12 of the Edgerton Unified Development Code.*

14) The architectural requirements for the development, including, but not limited to permitted building and roofing materials, percentage of building material requirements on each façade type, proposed color schemes of buildings, required horizontal and vertical articulation, and any additional design elements.

a) *Tract A (Townhomes)*

i) *Building Materials - Each of the townhome units constructed on Tract A will be clad entirely with Category 1 masonry materials and clear glass on all façades.*

ii) *Vertical Articulation – Vertical articulation will be provided by either a change in height of at least two feet, or by providing a pronounced feature such as a roof gable on each individual townhome unit. To count towards the vertical articulation requirement, a roof gable (if used) must extend greater than 50% of the height of the roof from the eave to the roof peak.*

iii) *Horizontal Articulation – A variation in the horizontal wall plane will vary by at least two (2) feet from the edge of one unit to the next.*

iv) *Garages – Garage doors must be made of a decorative metal material and may include clear glass for up to 25% of the garage door. At least 50% of the garages within the development of Tract A must be either recessed from the remainder of the townhome unit's wall or must have a covered entry feature projecting at least two (2) feet past the face of the garage wall.*

v) *Townhome Unit Entry – Each individual townhome unit must have a covered entryway to the front door.*

vi) *Roofing Materials – All units must use one of the following roofing materials:*

(1) Slate

(2) Tile

(3) Synthetic or composite slate

(4) Asphalt shingles

SAMPLE

b) *Tracts B-E (Single-Family Detached Homes)*
   i) *Building Materials – Each of the single-family homes within the subdivision must have a front façade made entirely of Category 1 masonry materials.*
   ii) *Roofing Materials – All units must use one of the following roofing materials:*
      (1) Slate
      (2) Tile
      (3) Synthetic or composite slate
      (4) Asphalt shingles

c) *Tract G (Community Clubhouse/Amenity Area)*
   i) *Building Materials – The community clubhouse will be clad entirely in Category 1 masonry materials and clear glass.*
   ii) *Focal Point Element – The community clubhouse will include a focal point element clearly defining the location of the building's main entrance. This may include a portico, covered entryway, extended awning, or similar.*
   iii) *Vertical Articulation – Vertical articulation, as defined in Article 4.3 of the Edgerton Unified Development Code must be provided every 50 linear feet of each façade.*
   iv) *Horizontal Articulation – Horizontal articulation, as defined in Article 4.3 of the Edgerton Unified Development Code must be provided every 75 linear feet of each façade.*
   v) *Roofing Materials – The community clubhouse must utilize one of the following roofing materials:*
      (1) Slate
      (2) Tile
      (3) Synthetic or composite slate
      (4) Asphalt shingles

d) *Prohibited Materials*
   i) *In no instance may the following materials be used as an exterior building material within this development:*
      (1) Plain, flat-faced block
      (2) Metal siding or panels (not to include metal trim and flashing)
      (3) Mirrored glass
      (4) Exterior Insulation and Finish System (EIFS)
      (5) Composite wood (panels, siding, trim)
      (6) Vinyl and PVC
      (7) Ceramic
      (8) Translucent wall panel systems
      (9) Fabric

SAMPLE

15) A proposed phasing schedule, which must include the number or percentage of residential (in units) or non-residential (in square feet by use type) for development to be completed within a specific phase of a proposed development, with a specific definition of a date of commencement, a specific date of completion, with a specific term of completion defined within the Text. Phasing may of the PUD may be defined by either of the two following methods:

a) The provision of the estimate of uses to be developed on a yearly basis within phases. The estimated phases may overlap during construction; however, a phase must be at least eighty percent (80%) complete, before the next phase may proceed; or

b) The provision of number of residential units or non-residential square footage that comprises a phase and the provision of specific development conditions related to the specific phase (e.g. prior to the platting of one hundred dwelling units, an amenity tract must be provided.)

a) This proposed will be developed in five (5) overall phases, which will include the following:

- *a. Phase 1*
  - *i. 56 Townhome units in Tract A, all west of Harvey Street and*
  - *ii. 52 single-family homes in Tract B.*
- *b. Phase 2*
  - *i. 24 Townhome units in Tract A, all east of Harvey Street and*
  - *ii. 94 single-family homes in Tract C.*
  - *iii. The Community Clubhouse and Amenity Area*
- *c. Phase 3*
  - *i. 70 single-family homes in Tract D*
- *d. Phase 4*
  - *i. 78 single-family homes in Tract E.*

b) Commencement for a phase is defined as the issuance of the first building permit in each phase.

- *a. Commencement of Phase 1 will begin within 30 days of issuance of substantial completion for the public infrastructure of Phase 1.*

c) Completion of a phase is defined as the issuance of the final certificate of occupancy for the final dwelling unit (100%) of the phase.

d) Public improvements for a subsequent Phase may be reviewed, approved, and construction may commence upon issuance of substantial completion for the previous phase.

e) Commencement of a subsequent phase may occur once a building permit has been issued for at least 80% of the previous phase.

SAMPLE

WASHINGTON PARKWAY
80 Townhomes
JEFFERSON ROAD
MADISON ROAD
Recreation Area
Detention Pond
ROBINSON ROAD
320 Single Family Lots
MONROE ROAD
Detention Pond
Detention Pond
120 ACRE DEVELOPMENT PLAN

ORDINANCE NO. 2191

AN ORDINANCE AMENDING ARTICLE 6 OF THE UNIFIED DEVELOMENT CODE OF THE CITY OF EDGERTON, KANSAS REGARDING REGULATIONS FOR PLANNED UNIT DEVELOPMENTS 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 6 of the Edgerton Unified Development Code shall be amended to read as provided in Exhibit A:

SECTION 2. REPEAL OF CONFLICTING ORDINANCES. All ordinances or sections of ordinances in conflict herewith are hereby repealed.

SECTION 3. 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 26th Day of February, 2026.

_____
DONALD ROBERTS, Mayor

ATTEST:

_____
DUSTI CALLAHAN, City Clerk

APPROVED AS TO FORM:

_____
TODD LUCKMAN for
Stumbo Hanson, LLP, City Attorneys

EXHIBIT A

ARTICLE 6

PLANNED UNIT DEVELOPMENT

6.1 – Planned Unit Development (PUD)

A. Purpose and Objectives

1. **Purpose**

   The purpose of the Planned Unit Development (PUD) is to provide a flexible development tool that allows for more innovative and creative design of development than is possible with standard zoning district regulations. Utilization of this tool will allow applicants to create a property-specific zoning district with development standards negotiated between the developer and the City. This tool is intended to provide flexibility to developers and landowners to allow a more imaginative approach to site design, to promote the highest efficiency of the use of land. In no case is this tool intended to allow a proposal to deviate from adopted development standards, without an apparent higher quality development being provided.

2. **Objectives:**
   i. Ensure that all proposed developments utilizing the Planned Unit Development tool are consistent with the adopted Envision Edgerton 2050 Comprehensive Plan, including, but not limited to, its adopted Goals, Policies, and Action Items.
   ii. Provide a development tool to allow for efficient development timelines to help attract quality development.
   iii. To encourage land development that preserves natural vegetation and existing topographic and geologic conditions to the greatest extent possible to refrain from flooding and other adverse ecologic conditions.
   iv. To combine and coordinate architectural styles, building forms, and structural/visual relationships within an environment that allows mixing of different land uses in an innovative and functionally efficient manner.

B. Master Development Plan

1. Each application for Planned Unit Development must include a PUD Text and Map. The language included in the PUD Text and the information provided in the PUD Map and Supporting Documents must align with one

another. These items will be reviewed against the Approval Criteria as provided in Section 6. of this Code.

2. If the Planned Unit Development is approved by the Governing Body, following review as outlined in this Section, the PUD Text and PUD Map and Supporting Information will be referenced in the zoning ordinance for the property described.

6.2 – Specific PUD Standards

A. **Applicability**

This Section applies to all proposed PUDs and any future modification to a previously approved PUD.

B. **Specific Standards**

The development standards that are listed below may not be deviated from the standard as adopted in this Unified Development Code (UDC), Edgerton Municipal Code, Technical Specifications and Design Criteria, any adopted City Ordinance, or any other adopted City policy or standard.

1. Sign Code regulations, as defined in UDC, Article 12.
2. Adopted lighting standards, as defined in UDC, Section 10.1.G.9.e.
3. The City adopted Technical Specifications and Design Criteria.

6.3 – Components of a PUD

A. **PUD Text**

The PUD Text must be provided in a format consistent with the following requirements and consistent with the accompanying PUD Map (Section 6.3.B). The Text must be written in a clear and concise manner, fully addressing each subsection, with any extraneous information being discouraged. The Text must include a written narrative description of each component of the proposed development, including the following, as appropriate. Additional criteria may be requested based upon the character, scope, and location of the proposed development.

1. A description of the proposed development related to the design, character, and architectural style or theme of the development. This description must demonstrate an innovative, unified, cohesive and compatible plan of development for each use proposed in the development. Proposed developments that contain multiple uses or multiple housing types within the same proposed development must demonstrate consistency in development character and design within the Planned Unit Development.
2. The total number of acres included within the Planned Unit Development.
3. A list of permitted uses within the Planned Unit Development.
4. The total number of acres included within the Planned Unit Development for each specific proposed land use.

5. The proposed amount of total proposed dwelling units, with a specific amount provided for each housing type, and the proposed total gross square footage of building space for all proposed non-residential uses.
6. The proposed bulk, height, and area regulations of the proposed development, including, but not limited to height, setbacks, lot coverage, Floor-Area-Ratio (if non-residential), impervious surface ratio (ISR), and required open space.
7. The type, size, and amount of infrastructure required and proposed to serve the development, including, but not limited to, drainage facilities, vehicular and pedestrian access to and within the development, interconnectivity to and within the development, any required dedicated right-of-way to accommodate the development, any proposed private or public parkland (note: public parkland must be explicitly approved and accepted by the Governing Body), adequate water and sewer infrastructure to accommodate the property, anticipated demand for fire protection, and anticipated demand for solid waste collection.
    a. Additional information pertaining to infrastructure requirements may be requested based upon the type, character, or location of the proposed development.
8. The underlying soils and their suitability for the proposed development of the subject property for the proposed uses at their size and scale.
9. The type and extent of proposed landscaping on site, including, but not limited to, perimeter buffering, building foundation landscaping, screening requirements, ground cover, street trees, parking lot landscaping, and permitted and prohibited species.
10. Description of any proposed use, location, and duration of any temporary uses, such as construction trailers, sales units, model homes, temporary signage related to the construction of the project, as defined by Article 12. For non-residential projects, this may also include temporary construction activities, including but not limited to rock crushing, concrete/asphalt batch plants, temporary sanitary facilities, job trailers, machinery yards, and similar uses.
11. Permitted uses and locations of accessory uses for residential and non-residential structures, including but not limited to Accessory Dwelling Units, HVAC units, swimming pools (both above and below ground), fencing, clubhouses, playgrounds, or similar uses.
12. The architectural requirements for the development, including, but not limited to permitted building and roofing materials, percentage of building

material requirements on each façade type, proposed color schemes of buildings, required horizontal and vertical articulation, and any additional design elements.

13. The signage that is proposed within the development. All signs that are proposed within a PUD must comply with the City's sign code chapter as outlined in Article 12.
14. A proposed phasing schedule, which must include the number or percentage of residential (in units) or non-residential (in square feet by use type) development to be completed within a specific phase of a proposed development, with a specific definition of a date of commencement, a specific date of completion, with a specific term of completion defined within the Text. For the purposes of this Section, 'vertical construction' refers to the issuance of building permits, and does not prohibit developers from constructing horizontal infrastructure, such as streets, utilities, or similar. Phasing may of the PUD may be defined by either of the two following methods:
    a. The provision of the estimate of uses to be developed on a yearly basis within phases. The estimated phases may overlap during construction and if this option is selected, the percent (in either square footage of non-residential uses or number of dwelling units for residential uses) of each phase that must be complete prior to commencing vertical construction of subsequent phases must be defined.
    b. The provision of number of residential units or non-residential square footage that comprises a phase and the provision of specific development conditions related to the specific phase (e.g. prior to the platting of one hundred dwelling units, an amenity tract must be provided.)

B. **PUD Map and Supporting Images**

The PUD Map must be a detailed site plan, as appropriate, that depicts the proposed development within the PUD, which must be drawn to a legible scale. The Map may require more than one page, based upon scale and scope of the project. Additional information may be required, based on the character, scope, and location of the PUD. For phased projects, incremental Final Site Plans or Final Plats (depending on development type as determined in Section 6.5.C may be submitted depicting in detail the initial phase of development and a general depiction of the proposed uses for the remaining portions of the project. Incremental Final Site Plans or Final Plats must be submitted that provide detailed construction/site plans for each subsequent phase of a PUD. The approval of any PUD Map or Text is not an approval of any incremental or proposed Plats, nor is the City required to

approve any plat contained in a PUD submission, instead all Final Plats must be in accordance with State law and City regulations. The PUD Map and Supporting Images must include the following, as appropriate. Additional criteria may be requested based upon the character, scope, and location of the proposed development.

1. The general location of all land uses described in the PUD Text, including the location of all residential lots and all non-residential structures. The general layout of the internal street system in relation to the land uses must also be depicted.
2. The general location, width, extent, and type of buffers and additional landscaping proposed.
3. The general location of any infrastructure requirements, including but not limited to any public infrastructure internal to the PUD, any exterior public infrastructure extensions required to serve the development, any proposed locations and sizes of easements, any required lift stations, substations, or treatment plants required to serve the proposed development.
4. The general location of parking areas other than residential driveways. Parking calculations must also be noted.
5. The general location of all vehicle and pedestrian access to the proposed development, the internal vehicle and pedestrian access within the proposed development including all sidewalks, and the general location of internal and pedestrian connections between uses.
6. The general location of retention, detention, and other drainage facilities that will be used in the proposed development; however, final engineering may be approved upon review of final construction plans and in accordance with this development code and adopted Technical Specifications.
    a. A Stormwater Study signed and sealed by a licensed engineer in the State of Kansas must be submitted.
7. The general location of all signage proposed and cut sheets of their proposal as defined in Section 6.3.A.13.
8. A general location map of the subject property in relation to the vicinity.
9. The general location of future access points providing interconnectivity to adjacent properties.
10. A map showing the location of the 100-year floodplain in relation to the proposed development.
11. The general location of any proposed preservation areas, open space areas, and public or private parkland.
12. Existing and proposed topography including contours at two (2) foot intervals.

6.4 – PUD Procedures

A. Applicability

This section applies to any application to amend the Zoning Map to a Planned Unit Development.

B. Pre-Application

The intent of the Pre-Application process is for staff to provide a courtesy review of the development proposal and for the applicant to understand the City's adopted development standards, regulations, and procedures.

1. A Pre-Application meeting must be held between City staff and the applicant prior to formal submittal of the Planned Unit Development application. At this time, the Zoning Administrator and their designee(s) will provide an informal courtesy review that will address high-level topics and provide the applicant with an understanding of the City's review procedures and the current Future Land Use designation of the property as determined by the Envision Edgerton 2050 Comprehensive Plan.

C. Initiation

A Planned Unit Development application may be submitted by the property owner or an agent authorized by the property owners.

1. A Pre-Application must be submitted to the City no less than 30 days prior to the formal submittal of a PUD application.

D. Application Completeness Check

Upon receipt of an application for a Planned Unit Development, staff will conduct an Application Completeness Check to ensure all required documents have been included with the application. The following are required documents for a Planned Unit Development application:

1. Application signed by property owner or authorized agent of property owner. or
2. Authorization of Agent form (if applicable).
3. Ownership Affidavit.
4. Master Development Plan Text, as described in Section 6.3.A of this Code.
5. Master Development Plan Map, as described in Section 6.3.B of this Code.
6. Legal description in word document format.
7. Assurance of adequate facilities including road access, wastewater facilities, access to water supply, stormwater management system(s), and fire protection.
8. Planned Unit Development application fee, as established in the City's Fee Resolution.

9. A Traffic Analysis providing information as detailed in UDC, Section 10.1.G.9.t.
10. Additional information may be required by the Zoning Administrator or Planning Commission on a case-by-case basis dependent upon the type of development proposed.

E. Notice and Public Hearing

1. The Planning Commission must hold a public hearing on the application for a Planned Unit Development in accordance with the noticing and hearing requirements established in Section 9.2 of this Code.
2. The public hearing at the Planning Commission will occur in accordance with the City's published Development Calendar.
3. Following the Public Hearing, the Planning Commission submits a formal recommendation for review to the Governing Body.

F. Protest Petition

1. Upon conclusion of the Public Hearing, Protest Petition period begins, pursuant to K.S.A. 12-757(f)(1).

G. Governing Body

Following completion of the Protest Petition period defined in Section 6.3.F, the Governing Body will consider the Planned Unit Development application.

1. The Governing Body may approve the Planned Unit Development application as presented, with stipulations, or may amend the Planning Commission's recommendation.
2. The Governing Body may deny the Planned Unit Development application.
3. The Governing Body may remand the Planned Unit Development application back to the Planning Commission for further consideration, with a statement specifying the Governing Body's inability to approve or deny.

H. Review Criteria

1. Planned Unit Developments are a zoning action and must be reviewed against the City's adopted zoning review and approval criteria, as listed in Section 8.1.F.4 of the UDC.

I. Recordkeeping

1. Should the Governing Body approve the Planned Unit Development application, an Ordinance will be executed and recorded with the County that the Planned Unit Development is located in.

2. In addition to standard ordinance language, the Master Development Plan Map and Master Development Plan Text included in the Planned Unit Development application and presented to the Planning Commission and Governing Body will be recorded as exhibits with the ordinance.
3. The City Clerk maintains a record of all ordinances that change the zoning district to Planned Unit Development.
4. The Zoning Administrator will notify the appropriate authorities to revise any applicable Zoning Maps.

J. Subsequent Applications

1. When a Planned Unit Development application is withdrawn by the applicant or denied by the Governing Body, the same application for the same property may not be resubmitted for a period of one (1) year from the date of withdrawal or denial.
2. An application for a different development proposal may be submitted at any time. This includes a new Planned Unit Development application showing significant changes or revisions to the withdrawn or denied application.

K. Appeals of Final Decisions

Any person, official, or agency aggrieved by a final decision on a Planned Unit Development application may file an appeal in accordance with K.S.A. 12-760.

6.5 – Final PUD Plans and Final PUD Plats

A. Applicability

This Section applies to any application for a Final Planned Unit Development Plan following the approval of a Planned Unit Development by the Governing Body.

B. Purpose

A Final Planned Unit Development Plan must provide the specific location of each component of a development and the exact specifications to which the development will be built.

C. Procedures

1. All Planned Unit Development Final Plans that include mixed-use development, non-residential development, and/or multi-family residential development must follow the development procedures and submittal requirements for a Final Site Plan as provided in Article 10 prior to issuance of a Building Permit.

i. Provided that the Final Plan is does not meet the criteria for a Major or Minor Change, as provided in Section 6.6, a Public Hearing is not required for the Final Plan.

2. All Planned Unit Development Final Plans that only include single-family detached, single-family attached, or duplex development must submit a Final Plat and subdivision construction plans as provided in Article 13.3.F prior to commencement of construction.

6.6 – Changes to a Planned Unit Development

A. Applicability

This Section applies to any proposed change to a Planned Unit Development that has previously been approved by the Governing Body. The type of change and procedure required, if not agreed to by the applicant upon submission, will be determined by the Zoning Administrator.

B. Types of Changes

1. Major Changes

Major Changes to a previously approved Planned Unit Development must be approved by the Governing Body, following a public hearing before the Planning Commission, as outlined in Section 9.2. Major Changes will be processed in the same manner as an initial PUD, with a revised PUD Text and Map, as defined in Section 6.3.

Previously approved Planned Unit Developments that are proposed to be changed in the following ways must follow the Major Change procedure.

a. Any change to the list of permitted uses, whether it be an addition or deletion.
b. Changes in the acreage of land within the PUD for any dedicated land use by greater than five percent (5%).
c. Increases in residential gross density of the PUD by greater than five percent (5%).
d. Increases in intensity of square footage per net acre for non-residential projects by greater than five percent (5%).
e. An Increase in ground coverage or height of a minimum of any one (1) proposed building by greater than five percent (5%).
f. A decrease in the required Yard of an approved Planned Unit Development by ten percent (10%), or greater.
g. Any changes to the type, location, or number of vehicular or pedestrian access points to the exterior of the PUD.
h. An increase in traffic generation by more than five percent (5%).

i. There is a decrease in architectural standard by permitting a greater amount of lower classified building materials as provided in Articles 4 and 5, there is a reduction of frequency or scale of Vertical or Horizontal Articulation, there is a reduction in size or scale of Focal Point Elements provided on any one (1) building,
j. An extension of 180 days or more for the commencement and/or completion date of the PUD; or
k. Introduction of any additional change to a Planned Unit Development that would otherwise not at least meet the standards of the Unified Development Code.

2. **Minor Changes**

Minor Changes to a previously approved Planned Unit Development may be approved by the Planning Commission, following a public hearing in accordance with UDC, Section 9.2. Unless otherwise determined to be a Small Adjustment, the Planning Commission may approve Minor Changes to a PUD, upon finding that the following are met:

a. The proposed change is in keeping with the Goals, Policies, and Action items of the Envision Edgerton 2050 Comprehensive Plan and adopted Technical Specifications.
b. The proposed change does not modify the type of permitted uses within the PUD.
c. The change in acreage of land or location of use within the Planned Unit Development for any land use is less than five percent (5%).
d. The increase in residential gross density of the Planned Unit Development is less than five percent (5%).
e. The increase in non-residential intensity of square footage of the Planned Unit Development is less than five percent (5%).
f. The increase in ground coverage or height of any one (1) building in the PUD does not exceed five percent (5%).
g. The decrease in the required Yard of any lot within the Planned Unit Development does not exceed ten percent (10%).
h. The change does not include the type, location, or number of vehicular or pedestrian access points to the PUD.
i. The traffic generation of the PUD is increased by less than five percent (5%); and
j. The extension of the commencement and/or completion date of the PUD is for less than 180 days.

3. **Small Adjustments**

Small Adjustments to approved Planned Unit Developments may be allowed by the Zoning Administrator following application and review, upon finding that the following are met:

a. The proposed change is in keeping with the Goals, Policies, and Action items of the Envision Edgerton 2050 Comprehensive Plan and adopted Technical Specifications.
b. The proposed change does not modify the location or type of permitted uses within the Planned Unit Development.
c. The change does not modify acreage of land or location of use within the PUD.
d. There is no increase in residential gross density within the Planned Unit Development.
e. There is no increase in the non-residential intensity of square footage of the Planned Unit Development.
f. There is no increase in the ground coverage or height of any building within the PUD.
g. There is no decrease in the required Yard of any lot within the PUD.
h. There is no increase in the traffic generated by the PUD.
i. The extension of the commencement and/or completion date of the PUD is for 30 days or less; and
j. There is no reduction in quality of architectural design of any one (1) building within the PUD.

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global routes. local roots.

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

City Council Action Item

Council Meeting Date: February 26, 2026

Department: Facilities

Agenda Item: Consider a Contract with Jani-King of Kansas City to Provide Commercial Cleaning Services for 2026

Background/Description of Item:

In December 2024, Staff released an RFP for regular cleaning services at City Hall, 414 Offices, 312B Offices, and The Greenspace; and received seven (7) proposals. On January 9, 2025, Council approved the contract with Jani-King who provided the lowest bid.

Staff recommends extending the contract with Jani-King for 2026 due to their comprehensive service and lowest overall cost during the 2025 RFP process. Annual renewal will continue to be based on satisfaction and quality of service.

After using Jani-King for 2025, Staff recommends one small change in scope of services for 2026 to remove floor cleaning services only at The Greenspace due to part-time staff already completing that as part of their regular cleaning schedule. Jani-King approved the request, resulting in a $265 cost reduction for services at The Greenspace. With that change, Staff recommends renewing the contract with Jani-King for 2026.

Based on the updated services outlined in the contract, Jani-King proposed a total monthly cost of $1,525 or $18,300 annually. The 2026 Annual Budget allocated $33,600 for cleaning services so extension of this contract provides a savings of $15,300.

The partner agreement is unchanged from the previously approved 2025 contract but is pending review and approval by the City Attorney.

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

Funding Source: General Fund – Facilities

Budget Allocated: $33,600

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

Recommendation: Approve a Contract with Jani-King of Kansas City for Building Cleaning Services for 2026 not to exceed $18,300

Enclosed: Jani-King Partner Agreement

Prepared by: Levi Meyer, Parks and Recreation Director

Jani-King of Kansas City
14821 W. 95th Street
Lenexa, KS 66215
(913) 385-1440
Fax: (913) 385-1723
www.janiking.com

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Singapore

Spain

Turkey

COMMERCIAL
CLEANING SERVICES

December 23, 2024

Levi Meyer
City of Edgerton
404 E Nelson
Edgerton, KS 66021

Dear Levi:

Just a brief note to thank you for the opportunity recently given to us to survey and submit our proposal to provide cleaning maintenance service for your company. We appreciate your time and consideration.

Founded in 1969, Jani-King stands alone in the cleaning industry as a pioneer: our Owner-Operator concept promotes the quality attention your facilities deserve. Our Franchisees realize that their future depends on you being a satisfied customer. We accomplish this not only with superior service but with a system of communication that is unsurpassed in its comprehensive approach.

I would like to thank you personally for your cooperation and vote of confidence. We are looking forward to a long and satisfying association with you and your company.

If I can be of any further assistance, please feel free to call me at (913) 385-1440.

Sincerely,

Victor Berrios

Victor Berrios
President
Jani-King of Kansas City

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Spain

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COMMERCIAL
CLEANING SERVICES

December 23, 2024

Levi Meyer
City of Edgerton
404 E Nelson
Edgerton, KS 66021

Re: Jani-King of Kansas City

Dear Levi:

Thank you for the time and interest you have afforded me concerning the subject of housekeeping for your facility. Jani-King of Kansas City appreciates this opportunity.

Enclosed is our completed proposal for a professionally operated cleaning program, I am including the cleaning schedule.

The total monthly charge represents your only cost, and is inclusive of:

* All labor
* All supervision
* All material for cleaning
* All equipment for cleaning
* All payroll, payroll taxes, insurance, etc.

Each individual who will provide services to your facility is fully covered by an insurance program that protects you and your business in several ways. This comprehensive program provides complete coverage, including General Liability, Workers' Compensation, Destruction, Dishonesty, and Disappearance Crime Insurance and Lost Key Insurance.

Please contact me at (913) 385-1440 in the event you have questions regarding this proposal or for additional information you deem necessary in assessing our proposal.

Trusting we may be of service,

Luis Pastrana

Luis Pastrana
Regional Sales Manager
Jani-King of Kansas City

JANI-KING FRANCHISING CONCEPT

JANI-KING is a commercial cleaning service, in the business since 1969, that has dramatically changed the commercial cleaning and maintenance industry.

JANI-KING recognized years ago that serious problems existed with conventional cleaning services. These problems stemmed from a lack of proper supervision and communication, and little concern about a job well done. At JANI-KING, we realize that quality work is directly related to the individual workers' training, motivation and supervision. Locating quality individuals who possess the ability to consistently supervise and motivate cleaning personnel can solve these problems.

At JANI-KING, we looked for an individual who will care as much about your building as you do. Because we could not provide individuals with ownership in your company or your building, acts which would surely promote the quality and concern we were looking for, we offered that individual ownership in a business - a JANI-KING FRANCHISE.

The JANI-KING FRANCHISING CONCEPT has enabled us to provide clients throughout the world, both large and small, with a business person who has the intelligence, attitude, desire and determination to maintain the high cleaning standards that you demand for your building.

Each JANI-KING AUTHORIZED FRANCHISEE has successfully completed an extensive training program and as a member of our team has the procedures, personnel, equipment, insurance, bonding and support necessary to become an integral part of your maintenance program. Our franchisees' concern - the dedication to your building - cannot be equaled.

It is a pleasure to share the JANI-KING program with you, a program that has been the answer to cleaning problems encountered by building managers throughout the world.

Please do not hesitate to call us for any additional information you might need.

GENERAL PROCEDURES

I. SUPERVISION

A. JANI-KING will stay in close contact with the management concerning all work performed.

B. All JANI-KING authorized franchisees & their personnel will be trained and supervised to perform to the best of their ability in order to accomplish the cleaning you deserve.

C. All services will be checked regularly by authorized franchise owner as to performance and ability to maintain JANI-KING standards.

II. WAGE SCALE

A. All JANI-KING franchisees' personnel will be paid no less than the minimum wage required by Federal Law.

B. Work hours, work week, job methods, procedures, pay periods, and pay scale will be thoroughly explained to all authorized franchise owners and their personnel.

III. SECURITY PROCEDURES AND INSURANCE

A. A card file is set up by authorized franchisee and maintained on all of the authorized franchisees' personnel.

B. Authorized JANI-KING franchisees' representatives will work closely with management in regard to the use of acceptable personnel.

C. Before leaving the building, JANI-KING authorized franchisees and or personnel will check to ensure that the building is properly secured.

D. JANI-KING authorized franchisees will provide all necessary insurance and bonds on all of their personnel.

JANI-KING®
COMMERCIAL CLEANING SERVICE AGREEMENT

This Commercial Cleaning Service Agreement ("Agreement") is made as of the Effective Date below by and among Arrowhead Franchising LLC, D/B/A Jani-King of Kansas City, ("Jani-King"), the undersigned Jani-King Franchisee ("Authorized Franchisee"), and City of Edgerton, 404 E Nelson, Edgerton, KS 66021 ("Client"),

WHEREAS:

- Jani-King is in the business of selling commercial janitorial services franchises;
- Authorized Franchisee is in the business of offering commercial janitorial cleaning services and is a franchisee of Jani-King; and
- Client desires to obtain the services of the Authorized Franchisee to provide cleaning services as outlined in the Cleaning Schedule.

THEREFORE, in consideration of the mutual covenants and obligations set out in the Agreement, the parties hereby agree as follows:

I. PERFORMANCE OF SERVICES

1.1. Performance of the services scheduled shall begin the _____ day of _____, 20_____.

1.2. The term of this Agreement shall be for one (1) year from the date services are scheduled to begin.

1.3. The services shall be performed at the following location:

BUILDING NAME: City of Edgerton

ADDRESS: 404 E Nelson

Edgerton, KS 66021

1.4. The premises making up the working area under this Agreement will be known further in the Agreement as the "Named Areas", which are further defined in the Cleaning Schedule, attached hereto and by specific reference made a part of this Agreement.

1.5. Authorized Franchisee on the day and time as determined by the Client agrees to service the Named Areas as needed Three (3) times per week between the hours of _____ to _____.

1.6. Services are warranted by Authorized Franchisee to be performed in a workmanlike manner and to be in compliance with all applicable laws.

1.7. Authorized Jani-King franchisee agrees to furnish all equipment, tools and cleaning supplies necessary for the performance of its duties. The duties being to maintain the Named Areas in a neat, clean and orderly condition as outlined in the Cleaning Schedule attached hereto and by specific reference made a part of this Agreement. Client warrants that the premises to be serviced are free of asbestos, hazardous materials and hazardous waste materials. Client hereby agrees to hold Jani-King and its authorized franchise owners harmless from any and all liability resulting from any Jani-King personnel or authorized franchise owner or its personnel's exposure to such hazardous or harmful materials.

I. PERFORMANCE OF SERVICES (continued)

1.8. At Client's option, the Authorized Franchisee will be available to meet on or about the 5th day of each calendar month for a monthly contact evaluation and performance review.

2. PAYMENT OF SERVICES

2.1. Client agrees to pay to Jani-King each month the total minimum sum stated in the Pricing Schedule, contained herein, on or before the last day of each month in which services are rendered. Additionally, Client also agrees to pay any sales or use tax levied by a taxing authority on the value of the services provided or supplies purchased. Client agrees that all payments due and owing Jani-King, for any reason; shall be properly credited only when delivered to the following address:

JANI-KING of Kansas City
14821 West 95th Street
Lenexa, Kansas 66215

2.2 In the event any changes in Federal, State, or Local laws take effect in the jurisdiction within which this Agreement is to be performed, and those changes in law result in an increase in labor costs (such as an increase in the applicable Minimum Wage or mandate that employers provide health insurance or other benefits), it is the expressly agreed that the prices listed in this Agreement may be increase by an amount necessary to cover the resulting increase in labor costs.

2.3. Credits for holidays were pre-determined and given as part of the monthly charge herein, and no other adjustments will be made for those holidays. Credits will only be issued if approved by the regional office and within one month of the effective date.

2.4. From time to time, as the parties may agree, the amount to be paid by Client may be increased or decreased to reflect an increase or decrease in the area of space serviced and the kind, amount or frequency of service to be rendered. Such modifications shall be binding only if in writing, signed by both parties. In the event mutual agreement relating to the frequency of service, type of service, space serviced or amount to be paid cannot be reached, the frequency of service, type of service, space serviced or amount to be paid shall remain unchanged.

2.5. It is expressly agreed that the total minimum sum stated in the Pricing Schedule will be increased by Jani-King at 5% or the Consumer Price Index rolling 12-month average, whichever is greater, on the Anniversary Date. It is also agreed that this agreement may be reviewed for a reasonable increase based on local and economic impact that could create financial hardship on the authorized Jani-King franchisee to provide labor, supplies, equipment and/or chemicals to perform cleaning services in an efficient and effective manner.

2.6. Any payment not received on or before the 10th day of the following month will be assessed a 10% late fee of no less than $25.00 on outstanding balances and Jani-King may suspend services to Client until such payment is received. Suspension of services by Jani-King under this Section shall not deprive Jani-King of any of its remedies or actions against Client for past or future payments due under this Agreement, nor shall the bringing of any action for payment of services or other rights contained herein be constructed as a waiver of any Jani-King rights.

2.7. If floor care is built into the monthly contract billing amount and is to be done on a monthly, quarterly, bi-annual or annual basis, that same amount of time must pass before the work will be completed.

2.8. Jani-King may terminate this Agreement based on non-payment or other breach by Client that is not cured within thirty (30) days written notice thereof. If Client breach, client will still be responsible for the remaining amount of the Maintenance Agreement.

3. INDEPENDENT BUSINESS RELATIONSHIP

3.1. The authorized Jani-King franchise owner designated for this Agreement will select, hire and designate all personnel to perform the services.

3.2. Authorized Jani-King franchise owners and their personnel are not employees of client or Jani-King, but are independent contractors; and in this regard, such Jani-King authorized franchise owners and their employees will not be within the protection or coverage of Client's Workers' Compensation Insurance and no withholding of Social Security, Federal or State Income Tax or Other deductions shall be made from the sums agreed to be paid to Jani-King herein, the same being contract payments and not wages.

3.3. Client agrees that during the term of this Agreement, and within three hundred sixty-five (365) days after termination, that Client will not employ any employees, agents, representatives or franchisees of Jani-King without the express written consent of Jani-King. Jani-King agrees that during the term of this Agreement and within three hundred sixty-five (365) days after termination, it will not employ any employees, agents or representatives of Client without the express written consent of Client. Client further understands and acknowledges that Jani-King is a franchisor of a commercial cleaning service and that Jani-King's franchisees, Jani-King's franchisee's employees and Jani-King employees are subject to a noncompetition provision in favor of Jani-King. Client will not induce or encourage Jani-King Franchisees to breach the noncompetition agreement.

3.4 Client agrees not to actively solicit, seek to hire, or otherwise engage in any manner whatsoever, directly or indirectly, any of Jani-King employees, franchise owners and franchise owner's employees during the term of this Agreement, any renewal thereof, and for a period of one (1) year following the termination of the parties' relationship. In the event of the violation of this provision, the parties hereto understand and agree that actual damages will be difficult to determine. And therefore agree that Client shall pay to Jani-King the sum of six (6) month's direct salary, including any hiring or other bonus, of each associate solicited and/or hired as liquidated damages and not as a penalty.

4. RENEWAL AND TERMINATION

4.1. This Agreement shall be automatically extended and renewed on each anniversary date on the same terms and conditions, unless either party shall give written notice, as described herein, of termination at least sixty (60) days prior to such anniversary date. If timely notice is given for termination, this Agreement shall expire at midnight of the anniversary date. Otherwise, this Agreement may only be terminated for non-performance as set out below.

4.2. Non-performance is defined as the failure, neglect or refusal to perform any act stipulated under this Agreement or as outlined in the Cleaning Schedule attached Before any termination for non-performance is effective, the terminating party must give the other party written notice, as described herein, specifying in detail the nature of any defect or failure in performance. Upon the effective date of the receipt of notice of non-performance, Jani-King, at its election, shall have thirty (30) days in which to cure the defect in performance in regards to the Cleaning Schedule. In the event the defect is not satisfactorily cured within thirty (30) days from the effective date of such notice, the terminating party shall provide written notification, as described herein to the non-terminating party of the failure to satisfactorily cure the defect. In the event the second notice is not received within five (5) days from the end of the thirtieth (30th) day from the effective date of first notice, all deficiencies will be deemed cured. In the event the second notice is received within the required time period, this Agreement shall then terminate thirty (30) days from the date of the second notice. In the event the second notice is not received within the specified time, all alleged nonperformance by Jani-King will be deemed cured.

4. RENEWAL AND TERMINATION (continued)

4.3. In the event Client terminates this Agreement for any reason other than non-performance, as described above, Client agrees that Jani-King would be damaged and that it would be almost impossible to ascertain Jani-King's actual damages as a result of such termination. Upon such termination, Client agrees to pay, as liquidated damages, an amount equal to the total minimum sum stated in the Pricing Schedule multiplied by the number of months remaining under this Agreement. Any sums payable under this provision are in the nature of liquidated damages and not a penalty. If client fails to pay these liquidated damages, a Mechanic's Lien may be filed against said property. Client expressly agrees and grants Jani-King the right to file a Mechanic's Lien as provided for in K.S.A. 60-1101 *et seq*. for these liquidated damages. Client waives all defenses whether at common law or statutory to the filing of the Mechanic's Lien by Jani-King.

4.4. All notices between Client and Jani-King shall be in writing. Any notice shall be deemed duly served if such notice is deposited, postpaid and certified, with the United States Postal Service, or a recognized common parcel courier providing express, receipt delivery to the address as stated in Section 2.1. herein for Jani-King or to the address stated on the signature page of this Agreement for Client. All other notices, including notices personally delivered to individuals performing services under this Agreement, shall be ineffective. Either party may change the address of notice by providing the other party written notice of such change.

Time is of the essence for all notices required under the terms of this Agreement-

5. GENERAL PROVISIONS

5.1. In the event it becomes necessary for Authorized Franchisee to institute suit against the Client to secure or protect its or their rights under this Agreement, the prevailing party shall be entitled to all associated costs of the suit, including reasonable attorney's fees, administrative fees, court costs and damages as part of any judgment entered in its or their favor, as well as attorney's fees and expenses on an appeal or petition for review.

5.2. The terms of this Agreement shall be binding upon and inure to the benefit of Authorized Franchisee and Client and their respective heirs, representatives, successors and assigns, provided however that this Agreement will not be assignable or transferable by Client in whole or in part without the prior, written consent of Authorized Franchisee. Notwithstanding the foregoing, this Agreement may be freely transferred by Client in connection with a merger of Client or the sale of all or substantially all of Client's assets. This Agreement is assignable by Authorized Franchisee, or in the event that Authorized Franchisee's franchise agreement with Jani-King terminates only to 1) another authorized Jani-King franchisee who operates in the territory in which Authorized Franchisee operates and who is in good standing and has proof of all required local business licenses and state registrations, or 2) Jani-King if Jani-King agrees.

5.3 Any waiver by either party to this Agreement of a breach of any term or condition of this Agreement shall not constitute a waiver of any subsequent breech of the same or any other term or condition of this Agreement.

5.4. Jurisdiction and venue for any suit brought on this Agreement shall be in the governmental division of the county where the Jani-King regional office is located.

5.5. Both parties agree that they have fully reviewed and discussed the terms of this Agreement, and all attachments, and acknowledge that the terms reflect the entire Agreement of the parties pertaining to its subject matter and it supersedes all prior contemporaneous agreements, representations and understandings of the parties.

5.6. Any changes or modification to this Agreement must be in writing, signed by both parties and attached hereto.

5. GENERAL PROVISIONS (continued)

5.7. In the event any section, subsection, provision or clause of this Agreement or any combination thereof is found to be unenforceable at law, in equity or under any presently existing or hereafter enacted legislation, regulation, or order of the United States, any state or subdivision thereof or any municipality, those findings shall not, in any way, affect any other part of this Agreement which shall continue in full force and effect, and the unenforceable provision shall be interpreted in a manner that imposes the maximum restriction or obligation permitted by law.

5.8. Suspension of Services: Client agrees that under extreme circumstances, and only if agreed upon by Jani-King, that Client may suspend services temporarily. Any suspension will result in an extension of the anniversary date based upon days suspended. Should Client cancel prior to obligation extension as noted, Client will be held fully liable to pay out the remaining days of the contract to the revised anniversary date. Also note, temporary suspension will not exceed four months.

AMENDMENT #1

REVISED - Cleaning Services Schedule by Building

The Greenspace

- Areas to be serviced **3x per WEEK**
  - (A) Community Room
  - (A) Entry/Lobby
  - (A) Halls
  - (B) Restrooms (3)
- Areas to be serviced **1x per WEEK**
  - (A) Offices
  - (A) Board Room
  - (C) Kitchen / Break Room
  - (D) Gym
- (A) Common Area Services – **3x per WEEK**
  - All trash receptacles are to be emptied, and trash removed to a collection point
    - *Liners to be furnished by client*
  - Clean and polish drinking fountain(s)/ water coolers
  - Damp wipe all horizontal surfaces to remove coffee rings and spillage as needed
  - Spot clean partition glass
- (B) Restroom Services – **3x per WEEK**
  - Stock towels, tissue and hand soap.
    - *To be furnished by client*
  - Empty sanitary napkin receptacles and wipe with a disinfectant
  - Empty trash receptacles and damp wipe with disinfectant
  - Dust partitions, vents, tops of mirrors and frames
  - Wipe towel cabinet covers and cabinets
  - Toilets and urinals to be cleaned and sanitized inside and outside. Polish bright work
  - Toilet seats to be cleaned on both sides using a disinfectant
  - Scour and sanitize all basins. Polish bright work
  - Clean and polish mirrors
  - Remove splash marks from walls around basins
- (C) Kitchen / Break Room – **1x per WEEK**
  - All trash receptacles are to be emptied, and trash removed to a collection area
    - *Liners supplied by client*
  - Clean microwave (s) (interior and exterior)
  - Spot clean walls near trash receptacles with a disinfectant
  - Clean fronts, tops, and sides of trash receptacles with a disinfectant as needed
  - Damp wipe counter tops to remove coffee rings and spillage
  - Scour and sanitize sink. Polish bright work
  - Use a high co-efficient disinfectant for proper sanitation as required, i.e. sinks
- (D) Gym – **1x per WEEK**
  - All trash receptacles are to be emptied, and trash removed to a collection area
    - *Liners supplied by client*

- (E) Other Cleaning Services – **1x per WEEK**
    - Dust all vertical and horizontal surfaces including baseboards, file cabinets, chairs, tables and other office furniture, up to 6’
- (F) Other Cleaning Services – **1x per MONTH**
    - Accomplish all high dusting not reached in the above-mentioned cleaning, up to 12’
    - Remove fingerprints and marks from around light switches and door frames
    - Dust all upholstered furniture
    - Damp wipe telephones, using disinfectant

City Hall

- Areas to be serviced **1x per WEEK**
    - (A) Entry/Lobby
    - (A) Halls
    - (A) Offices
    - (A) Council Space
    - (B) Restrooms (2)
    - (C) Kitchen / Break Room
- (A) Common Area Services – **1x per WEEK**
    - All trash receptacles are to be emptied, and trash removed to a collection point
        - *Liners to be furnished by client*
    - Vacuum all carpeting (*Jani-King is not responsible for the removal of staples)*
    - Clean and polish drinking fountain(s)/ water coolers
    - Damp wipe all horizontal surfaces to remove coffee rings and spillage as needed
    - Dust mop hard surface floors with a non-treated dust mop, remove gum, etc. as needed
    - Damp mop hard surface floors
    - Damp wipe entrance metal and fingerprints on entrance glass
    - Spot clean partition glass
- (B) Restroom Services – **1x per WEEK**
    - Stock towels, tissue and hand soap (*To be furnished by client)*
    - Empty sanitary napkin receptacles and wipe with a disinfectant
    - Empty trash receptacles and damp wipe with disinfectant
    - Dust partitions, vents, tops of mirrors and frames
    - Wipe towel cabinet covers and cabinets
    - Toilets and urinals to be cleaned and sanitized inside and outside. Polish bright work
    - Toilet seats to be cleaned on both sides using a disinfectant
    - Scour and sanitize all basins. Polish bright work
    - Clean and polish mirrors
    - Remove splash marks from walls around basins
    - Wet mop and rinse restroom floors with a disinfectant
- (C) Kitchen / Break Room – **1x per WEEK**
    - All trash receptacles are to be emptied, and trash removed to a collection area
        - *Liners supplied by client*
    - Dust mop hard surface floors with a non-treated dust mop
    - Damp mop hard surface floors to remove spillage or soiled areas
    - Clean and damp wipe tables and chairs
    - Clean microwave (s) (interior and exterior)
    - Spot clean walls near trash receptacles with a disinfectant
    - Clean fronts, tops, and sides of trash receptacles with a disinfectant as needed
    - Damp wipe counter tops to remove coffee rings and spillage
    - Scour and sanitize sink. Polish bright work
    - Use a high co-efficient disinfectant for proper sanitation as required, i.e. sinks

- (D) Other Cleaning Services – **2x per MONTH**
    - Dust all vertical and horizontal surfaces including baseboards, file cabinets, chairs, tables and other office furniture, up to 6’
    - Thoroughly vacuum all carpeting, taking care to get into corners, along edges and beneath furniture
    - Thoroughly damp mop hard surface floors, taking care to get into corners, along edges and beneath furniture
- (E) Other Cleaning Services – **1x per MONTH**
    - Accomplish all high dusting not reached in the above-mentioned cleaning, up to 12’
    - Remove fingerprints and marks from around light switches and door frames
    - Dust all upholstered furniture
    - Damp wipe telephones, using disinfectant

312B / 414

- Areas to be serviced **2x per MONTH**
    - (A) Entry/Lobby
    - (A) Halls
    - (A) Offices
    - (A) Meeting Rooms
    - (B) Restrooms (3)
    - (C) Kitchen / Break Room
- (A) Common Area Services – **2x per MONTH**
    - All trash receptacles are to be emptied, and trash removed to a collection point
        - *Liners to be furnished by client*
    - Vacuum all carpeting (*Jani-King is not responsible for the removal of staples)*
    - Damp wipe all horizontal surfaces to remove coffee rings and spillage as needed
    - Dust mop hard surface floors with a non-treated dust mop, remove gum, etc. as needed
    - Damp mop hard surface floors
    - Damp wipe entrance metal and fingerprints on entrance glass
    - Spot clean partition glass
- (B) Restroom Services – **2x per MONTH**
    - Stock towels, tissue and hand soap (*To be furnished by client)*
    - Empty sanitary napkin receptacles and wipe with a disinfectant
    - Empty trash receptacles and damp wipe with disinfectant
    - Dust partitions, vents, tops of mirrors and frames
    - Wipe towel cabinet covers and cabinets
    - Toilets and urinals to be cleaned and sanitized inside and outside. Polish bright work
    - Toilet seats to be cleaned on both sides using a disinfectant
    - Scour and sanitize all basins. Polish bright work
    - Clean and polish mirrors
    - Remove splash marks from walls around basins
    - Wet mop and rinse restroom floors with a disinfectant
- (C) Kitchen / Break Room – **2x per MONTH**
    - All trash receptacles are to be emptied, and trash removed to a collection area
        - *Liners supplied by client*
    - Dust mop hard surface floors with a non-treated dust mop
    - Damp mop hard surface floors to remove spillage or soiled areas
    - Clean and damp wipe tables and chairs
    - Clean microwave (s) (interior and exterior)
    - Spot clean walls near trash receptacles with a disinfectant
    - Clean fronts, tops, and sides of trash receptacles with a disinfectant as needed
    - Damp wipe counter tops to remove coffee rings and spillage
    - Scour and sanitize sink. Polish bright work
    - Use a high co-efficient disinfectant for proper sanitation as required, i.e. sinks

- (D) Stairs Cleaning Services – **2x per MONTH**
    - Vacuum all carpeting
    - Dust mop hard surface floors with a non-treated dust mop, remove gum, etc. as needed
    - Damp mop hard surface floors
    - Dust handrails
- (E) Other Cleaning Services – **1x per MONTH**
    - Dust all vertical and horizontal surfaces including baseboards, file cabinets, chairs, tables and other office furniture, up to 6'
    - Thoroughly vacuum all carpeting, taking care to get into corners, along edges and beneath furniture
    - Thoroughly damp mop hard surface floors, taking care to get into corners, along edges and beneath furniture
- (F) Other Cleaning Services – **1x per QUARTER**
    - Accomplish all high dusting not reached in the above-mentioned cleaning, up to 12'
    - Remove fingerprints and marks from around light switches and door frames
    - Dust all upholstered furniture
    - Damp wipe telephones, using disinfectant

PRICING SCHEDULE

The Named Areas will be serviced according to the Cleaning Schedule for the monthly charge of:

One Thousand Five Hundred and Twenty-Five Dollars ($1,525.00)

- The Greenspace = Seven Hundred and Thirty-Five Dollars ($735.00)
- All Other Buildings (City Hall, 312B, 414) = Seven Hundred and Ninety Dollars ($790.00)

IN WITNESS WHEREOF, the Parties hereto have set their hands this _____day of

_____, 20__.

Jani-King of Kansas City	City of Edgerton
14821 West 95th Street	404 E Nelson
Lenexa, Kansas 66215	Edgerton, KS 66021
Signature_____	Signature_____
Print Name_____	Print Name_____
Title_____	Title_____

OTHER SERVICES

1. Defective or inoperable building equipment shall be brought to the attention of CLIENT such as:

   A. leakage or problem plumbing.

   B. defective lights or lighting.

   C. doors and/or gates not properly secured.

   D. or other unusual circumstances such that might affect the security, maintenance or effectiveness of the facility.

2. A Teflon-type carpet protector shall be applied, upon request, for an additional fee.

3. An anti-static material shall be applied to all carpeting, upon request, for an additional fee.

4. Care shall be exercised so that baseboards, walls and furniture shall not be splashed, marred, disfigured or damaged during these or any other scheduled operations.

5. Janitor closets, equipment and materials shall be kept in a neat, clean and orderly condition at all times.

6. All emergency cleaning accomplished for a nominal fee.

REQUESTED ADDITIONAL CLEANS

FLOORS

A. Upon request, the following services will be performed for an additional fee:

			COST PER SQUARE FOOT
1.	Carpet shampoo ($300.00 minimum)	Bonnet	$ .12 per square foot
	($300.00 minimum)	Extract	$ .20 per square foot
2.	Strip, reseal and refinish tile floors ($300.00 minimum)		$ .55 per square foot

*Care will be taken to get into corners, along edges and beneath furniture.

*Care shall be exercised so that baseboards, walls and furniture shall not be splashed, marred, disfigured or damaged during these operations.

WINDOWS

A. Upon request, windows shall be washed for an additional fee per square foot of surface glass at:

First Floor only:	
Interior	$ 3.00 per window
Exterior	$ 4.00 per window

Window cleaning of additional floors upon request at an additional cost.

CONTRACTUAL PROVISIONS ATTACHMENT
CITY OF EDGERTON, KANSAS

This form contains additional contract provisions and must be attached to or incorporated in all copies of any contractual agreement involving the City of Edgerton, Kansas.

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.

2. **Kansas Law and Venue:** This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall be in the District Court of Johnson County, Kansas, or in the United States District Court for the District of Kansas in Topeka, Kansas.

3. **Kansas Cash Basis Law:** This Contract is governed by the Kansas Cash Basis Law, K.S.A. 10-1101, et seq. Notwithstanding any other provision of the contract, Edgerton shall have the right to unilaterally terminate the contract at any time without further liability if, in the sole judgment of the City Council of Edgerton, Kansas, sufficient funds are not appropriated to continue the functions performed in the Contract and for the payment of the charges thereunder. Edgerton shall give reasonable notice of such termination, and shall be required to pay to the contractor all regular contractual payments incurred through the date of termination. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the City or the contractor.

4. **Disclaimer of Liability:** No provision of this contract will be given effect that attempts to require the City to hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the City is defined under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).

5. **Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44- 1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be canceled, terminated or suspended, in whole or in part, by the City; (f) if it is determined that the contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be canceled, terminated or suspended, in whole or in part, by the City. Contractor agrees to comply with all applicable state and federal anti-discrimination laws.

6. **Acceptance of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.

7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation of this contract shall find that the City or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the Edgerton and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the City, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.

8. **Representative's Authority to Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.

9. **Responsibility for Taxes:** The City of Edgerton shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.

10. **Insurance:** The City of Edgerton shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require the City to establish a "self insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.

11. **Terms:** The terms of this Contractual Provisions Attachment shall be incorporated into the _____ as if they were part of this original agreement.

2/20/26
DATE

CONTRATOR

EDGERTON
global routes. local roots.

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

City Council Action Item

Council Meeting Date: February 26, 2026

Department: Facilities

Agenda Item: Approve Annual Holiday and Event Closures for The Greenspace for 2026.

Background/Description of Item:
For 2025, City Council approved closing The Greenspace building during all City-observed holidays and large event which utilized The Greenspace. For 2026, Staff recommends the following building closure schedule to include city-observed holidays, a few actual holidays and large events that will utilize The Greenspace Building. In the future, Staff anticipates bringing forward the holiday and event closure schedule annually in December.

In addition, now that the building has been open a year, Staff is also evaluating The Greenspace policies and procedures (i.e. operating hours, etc). Staff plans to present these findings and any recommendations for changes (if have any) to City Council in March.

Full-Day Closure
- Monday, May 25, 2026 (*Memorial Day*)
- Friday, June 19, 2026 (*Juneteenth*)
- Saturday, July 4, 2026 (*Independence Day*)
- Monday, July 6, 2026 (*Independence Day - Observed*)
- Monday, September 7, 2026 (*Labor Day*)
- Wednesday, November 11, 2026 (*Veterans Day*)
- Thursday, November 26, 2026 (*Thanksgiving*)
- Friday, November 27, 2026 (*Thanksgiving After-Eve*)
- Friday, December 25, 2026 (*Christmas Day*)
- Friday, January 1, 2027 (*New Years Day*)

Half-Day – Closure at 4:30pm
- Friday, July 3, 2026
    - *No rentals due to programming*
- Thursday, December 24, 2026 (*Christmas Eve*)
- Thursday, December 31, 2026 (*New Years Eve*)

Community Events (NO RENTALS)

- Saturday, June 6 (*Summer Block Party*)
    - *No rentals after 12pm*
- Friday, September 11, 2026 (*Meat Inferno*)
- Saturday, September 12, 2026 (*Meat Inferno*)

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

Funding Source: N/A

Budget Allocated: N/A

Finance Director Approval: N/A

Recommendation: Approve 2026 Closure Dates for The Greenspace.

Enclosed: N/A

Prepared by: Levi Meyer, Parks and Recreation Director

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City Council Action Item

Council Meeting Date: 2.26.2026

Department: Administration

Agenda Item: Consider Resolution No. 02-26-26A, updating the City of Edgerton's Employee Policies and Regulations

Background/Description of Item:
The Employee Policies and Regulations establishes the City's standards and expectations for the employer–employee relationship and provides clear, consistent guidance for day-to-day operations. While it cannot address every situation that may arise, it serves as a practical reference for employees and supervisors and supports fair, uniform application of workplace practices across all departments.

Updates were necessary to ensure continued compliance with evolving federal and Kansas requirements. The entirety of the City's Employee Policies and Regulations were last approved by Council in 2009, through Resolution No. 06-11-09A, with various amendments and updates in 2010, 2013, 2014, and most recently in 2022.

While our current Employee Policies and Regulations handbook covered key laws, like those governing wages and overtime (FLSA), equal employment opportunity and harassment prevention (Title VII, ADA, ADEA, and related anti-discrimination protections), and military leave and reemployment rights (USERRA), new laws have been approved more recently, like the Pregnant Workers Fairness Act (PWFA).

Highlights of changes:

- Bring the City in compliance with various state and federal laws, including PWFA.
- Use of clear language to remove confusing legal terminology and make it more accessible to employees.
- Eliminated conflicts between various sections.
- Added new policies covering ethics, AI and social media, uniform and dress, legal disclosures, and employee-vendor relationships, etc.
- No changes were made to paid sick or vacation leave or to accumulation of leave.

The draft Employee Policies and Regulations have been reviewed and approved by City Attorney.

Related Ordinance(s) or Statue(s): Resolutions Nos. 06-11-09A, 5-13-10G, 7-22-10C, 12-09-10E, 12-12-13D, and 11-13-14A.

Funding Source: N/A

Budget Allocated: N/A

Finance Director Approval: N/A

Recommendation: Approve Resolution No. 02-26-26A, updating the City of Edgerton's Employee Policies and Regulations

Enclosed: DRAFT Employee Policies and Regulations
Resolution No. 02-26-26A

Prepared by: Kara Banks and Trey Whitaker, Assistants to the City Administrator

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EMPLOYEE POLICIES & REGULATIONS

City of Edgerton

Date Approved: _____

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ARTICLE A. GENERAL

A-1. PURPOSE.

The following is intended to communicate current personnel policies and practices of the City of Edgerton ("City"). The policies and benefits set forth herein are not intended and do not constitute a term or condition of employment. ALL EMPLOYEES ARE CONSIDERED TO BE AT-WILL EMPLOYEES FOR THE PURPOSES OF CITY EMPLOYMENT. The provisions may be changed, at any time, by the City at its discretion. Any changes will be made available to all employees. The contents of this handbook do not constitute an employment contract. The following rules, regulations and other provisions for personnel administration in the CITY OF EDGERTON are established to:

(a) Promote and increase the efficiency and effectiveness of City service.

(b) Develop a program of recruitment and advancement which will make City service attractive as a career.

(c) Establish and maintain a uniform plan of performance evaluation and compensation based upon the relative duties and responsibilities of each position to assure a fair and equitable wage or salary to all employees.

(d) Establish and promote high morale among City employees by providing good working relationships, uniform personnel policies, and an opportunity for advancement without discrimination.

(e) Establish City employment and personnel policies. These rules and regulations do not create contractual employment rights.

A-2. APPLICATION OF RULES.

Unless inconsistent with a written contract authorized by the Governing Body between the City and a City employee, these rules and regulations shall apply to all employees in the service of the city. For purposes of these regulations, elected and appointed officials are not considered employees of the City. These personnel policies and procedures shall be administered by the City Administrator. It is the responsibility of City Administrator to ensure that all employees are aware of, and comply with, these personnel policies and guidelines. Each employee will be required to sign an Employee Acknowledgement Form indicating they have access to, or received, read, and understands the contents of the City of Edgerton's Employee Policies and Regulations.

A-3. DEPARTMENTAL POLICIES. The head of any City department may formulate, in writing, reasonable policies for the conduct of the operations of their department, upon approval of the City Administrator, such as those relating to safety or operational procedures, which shall be available to all department employees. Such department policies shall not be less stringent, in violation of, or in conflict with, any personnel regulations adopted by the Governing Body. Documentation of training on policies will be kept with the employee's personnel file.

A-4. PERSONNEL RECORDS. The City Clerk shall keep adequate records of all employees, their pay scale, time worked, accrued overtime, and all other records directed to be made and maintained under these rules and regulations or under applicable state or federal law. Employees shall be required to complete individual time and attendance records. An employee's personnel file shall be available during office hours for inspection by that employee.

A-5. AMENDMENT OF RULES. These rules may be amended periodically in the same manner as they were adopted.

ARTICLE B. CODE OF ETHICS

B-1. PURPOSE. The City of Edgerton expects all employees to act with honesty, fairness, and responsibility. Employees must serve the public interest, follow the proper process when decision making, and never use their position for personal gain. Public trust is essential, and we aim to earn and keep that trust through ethical behavior.

B-2. POLICY. The City has set clear standards to guide employee conduct. Employees are encouraged to speak up about any concerns and to avoid even the appearance of unethical behavior. These standards are as follows:

a) Conflict of interest – Employees shall not have an ownership interest in a company doing business with the City, nor shall they make decisions that could directly benefit a friend or relative. Employees must avoid situations where their personal interests could conflict with their job responsibilities. Any potential conflicts must be reported to a supervisor immediately.
b) Confidential information - Employees must not share any private or protected information, as outlined in City policies and applicable laws.
c) Representing others – Employees may not represent another person, business, or group in personal matters before the City, except for themselves, their spouse, or minor child.
d) Use of social media and public communication – Employees may not speak on behalf of the City without permission. Private conduct online is expected to be respectful and professional.
e) Equal treatment - All residents must be treated fairly and equally. No one should receive special treatment.
f) Professional conduct - Employees should avoid any action or situation that could appear improper, even if no rules are broken.
g) Gifts and gratuities – Employees should not accept gifts or favors that would influence their decision-making.
h) Duty to cooperate – Employees are expected to fully cooperate with internal investigations, audits, or reviews conducted by City officials or external auditors.

B-3. DUTY TO REPORT. All employees have a duty to report any known or suspected misuse of City assets—such as money, supplies, equipment, or services.

Employees should first report their concern to their immediate supervisor. If the concern involves the supervisor, it should be reported to the Department Head. If it involves the Department Head, then it should be reported to the City Administrator. Only if the concern involves the City Administrator should the report be made to the Mayor. No one will be punished or treated unfairly for making a good faith report under this policy.

ARTICLE C. POSITION CLASSIFICATIONS

C-1. PURPOSE.

Position classification is a system used to group similar jobs under common titles. This helps ensure fairness in hiring, pay, and other employment practices.

Each position is assigned to a classification based on the duties, responsibilities, required skills, experience, education, and training. A classification may include just one position or several positions with similar requirements.

C-2. JOB DESCRIPTIONS.

Each position shall have a concise descriptive title, a description of the duties and responsibilities, an FLSA designation of exempt or non-exempt, statement of the qualifications for filling such positions and classification. Such descriptions will be approved by the City Administrator and kept on file in the office of the City Clerk. Job descriptions are open to inspection by any interested party during regular office hours.

C-3. PAY RANGE PLAN.

A pay range plan is a structured compensation system that sets the minimum and maximum salary for each classification. At the recommendation of the City Administrator, the Governing Body shall adopt a pay range plan, with a minimum and maximum amount of pay for each classification.

ARTICLE D. EQUAL EMPLOYMENT OPPORTUNITY

D-1. PURPOSE. The purpose of this section is to outline fair and consistent practices for hiring and promoting employees within the City. Our goal is to attract qualified candidates, support employee growth, and ensure that all employment decisions are based on merit, qualifications, and organizational needs. This helps build a skilled, diverse, and committed workforce that serves the community effectively.

D-2. DEFINITIONS. The following definitions cover all employees of the City of Edgerton.

(a) A full-time employee is one employed to work at least 40 hours per pay period on a regular and continuing basis.

(b) A part-time employee is one employed for less than 40 hours in a work week on a regular and continuing basis.

(c) A seasonal employee is one employed to work on a regular and/or recurring basis during a specific season or portion of a year. A seasonal employee may be scheduled to work forty (40) hours or less per week.

(d) Employee's Immediate Family Member - Eligible relatives include spouse, parents, grandparents, siblings, children and/or grandchildren, or corresponding in-law or step-relation.

D-3. POLICY. It shall be the policy of the City to provide fair and equal opportunity to all qualified persons to enter city employment on the basis of demonstrated merit and fitness determined by fair and practical methods of selection, without discrimination as defined by state and federal laws.

D-4. QUALIFICATIONS OF EMPLOYMENT. All new applicants for any position with the City must meet the minimum qualifications established for that position. Each applicant must complete the appropriate documentation for each position and provide additional documentation as requested, such as a resume, certifications, or references.

Applicants may be required to undergo interviews, skills assessments, background checks, or other evaluations relevant to the position. All offers of employment are

contingent upon satisfactory completion of these requirements.

The City reserves the right to select the most qualified candidate based on experience, education, skills, and overall fit for the position and the organization.

D-5. CITIZENSHIP VERIFICATION. All employees initially hired after November 7, 1986, for any position with the City, shall complete an employment eligibility verification statement in compliance with the Federal Immigration Reform and Control Act of 1986.

D-6. RESIDENCY. City employees are not required to reside in the city limits.

D-7. INTRODUCTORY PERIOD. Each full-time or part-time employee, following initial employment, shall undergo a six-month introductory period in order to achieve a minimum level of competency.

(a) A full-time or part-time employee promoted may also undergo a six-month introductory period in order to achieve minimal competency in the new position.

(b) An employee may be evaluated upon the completion of his or her introductory period. If performance during the introductory period is unsatisfactory, the employee's supervisor may recommend to the City Administrator an extension of the introductory period up to six months, demotion to the employee's prior position (if available), or termination of the employee. Satisfactory completion of an introductory period does not change an employee's at-will employment status.

D-8. PROMOTION. The City's policy is to give current employees the opportunity to be considered for promotions to supervisory, skilled, and upper-level positions as they become available. Employees seeking promotion must meet the minimum qualifications for the position.

Any additional screening or testing—such as drug testing—will only be conducted after a conditional offer of promotion is made. These requirements will apply equally to all employees offered promotions to similar positions. The promotion is not final until the employee successfully completes all requirements to the City's satisfaction.

D-9. TEMPORARY RECLASSIFICATIONS. Employees may be temporarily reclassified and appropriately compensated for assuming the responsibilities of a higher-level job on a temporary basis when deemed appropriate by the City Administrator. The period of temporary reclassification shall not normally exceed six (6) months but may be extended as needed with approval of the City Administrator.

D-10. REDUCTION IN FORCE. The City has the authority to lay off any employee because of the lack of funds or work, the termination of a program, or other reasons not related to the fault, delinquency, or misconduct of an employee. A reduction in work hours, demotion, or appointment to a vacant, part-time or seasonal position for which the employee is qualified may be offered to an employee in order to prevent or postpone a layoff. Full-time employees who are laid off are eligible to continue their health care coverage through COBRA at their own expense.

D-11. NEPOTISM. To support fairness and avoid conflicts of interest, the City of Edgerton does not permit the hiring of Employee's Immediate Family Members as defined in D-2(e).

D-12. EMPLOYEE RELATIONSHIPS. Employees are discouraged from engaging in romantic relationships with co-workers. In the event employees begin dating, the relationship must be reported to their respective supervisors.

(a) Supervisors may not date employees that they supervise. If a romantic relationship is discovered between a supervisor and supervisee, both employees will be subject to disciplinary action.

(b) If one City employee becomes an immediate family member of another employee after they are both employed, the two employees may not remain in the same supervisory chain. If they are in the same supervisory chain at the time they become immediate family members, one must be moved to another department and/or out of the supervisory chain within 90 days. If an appropriate position is not available, then one of the employees must separate from City employment within the same 90-day period. If the affected employees cannot decide who will separate, then the City Administrator will determine which employee to retain.

ARTICLE E. COMPENSATION

E-1. PURPOSE. The City aims to ensure all employees understand how employee salaries are set and pay increases happen. The pay range plan described in Section C-3 is a structured compensation system that sets the minimum and maximum salary for each classification. This pay range plan establishes a transparent approach to employee compensation. This clarity helps retain and attract talent, motivates employees and minimizes risk for the City.

E-2. DEFINITIONS.

(a) Normal work week - The City's work week is Thursday 12:00 a.m. through Wednesday 11:59 p.m.

(b) Merit increase – An increase in wages or benefits based upon an employee's job performance.

(c) Cost-of-living increase - An increase in wages or benefits to offset the rising cost of goods and services due to inflation.

(d) Essential Employees - Certain classifications of employees required to report for duty in order to perform essential services during emergencies and/or inclement weather

E-3. INDIVIDUAL EMPLOYEE SALARY. The salary of each employee of the City is set at least annually by the City Administrator, except for those whose salary is specifically set by ordinance or contract. The individual employee salary must be within the pay range approved for that classification and job description.

E-4. PAY DAYS. Employees shall be paid bi-weekly, on Friday following the end of the pay period.

E-5. PAY INCREASES. The City of Edgerton believes employees should be fairly compensated. Pay increases are offered to recognize employee performance, support retention, reflect changes in job responsibilities, and to ensure the City remains competitive in the job market.

(a) Pay increases shall not be routine or automatic and subject to the approval of the City Administrator.

(b) Pay increases awarded must remain within the pay range approved for that classification and job description.

(c) Annual longevity pay is based upon years of service and may be given upon the recommendation of the City Administrator and subject to approval by the Governing Body.

E-6. PERFORMANCE EVALUATIONS

Employee performance evaluations will be considered in determining salary increases and decreases within the limits established in the pay range plan, as a factor in promotions, as a factor in determining layoffs, and as a means of identifying employees who should be promoted or transferred, or who because of their low performance, should be demoted or dismissed.

(a) An evaluation of the performance of each full-time and part-time employee based on his or her duties and responsibilities shall be prepared at least annually by their supervisor. The evaluation shall be in writing and on forms approved by the City Administrator.

(b) Employees who receive a poor or less than acceptable rating on their annual evaluation will be re-evaluated after six months.

(c) New employees shall be evaluated upon the completion of their six-month introductory period.

(d) The Supervisor shall present the performance evaluation to the employee and allow the employee the opportunity to respond.

E-7. PAY ON TERMINATION

Employees will receive their final paycheck on the first regularly scheduled payday following termination. Full-time employees shall be paid upon termination for various types of leave as described below.

Vacation

(a) For employees who resign and give two weeks' notice, any accrued, unused vacation time will be added to their final paycheck.

(b) Employees who resign without giving a minimum of two weeks' notice may not be eligible to receive pay for accrued vacation time.

(c) Any employee involuntarily terminated shall not be paid for any accrued vacation time.

Sick

(a) An employee shall not be paid for any unused sick leave upon termination of his or her employment with the city regardless of who initiates termination, except as described in (b).

(b) Employees who retire from the City after at least 20 consecutive years will be eligible for payment of 50% of their sick leave balance at the time of retirement.

Personal and Other

(a) An employee shall not be paid for any unused personal leave upon termination of his or her employment with the city.

(b) Any other leave time will not be paid out.

E-8. OVERTIME WORK.

(a) No person employed in an exempt position as defined by the Federal Fair Labor Standards Act (FLSA), shall be eligible for overtime compensation.

(b) Overtime must be authorized in advance by the City Administrator or their designee. Failure to obtain prior authorization may result in disciplinary action. Compensation for overtime work shall be calculated and paid out according to the Fair Labor Standards Act. Overtime compensation shall be paid not later than the first payday following the pay period in which it was earned.

(c) Employees are eligible to receive overtime compensation for all hours actually worked in excess of 40 during the City's normal work week. Sick time, personal time, vacation, civil leave, bereavement or other leave time shall not be counted as actual hours worked for computation of overtime.

(d) During a week that contains holiday hours granted and approved by the Governing Body, such hours – although not actually worked by the employee – will be treated as if they had been worked. Characterizing holiday hours as being worked is for the sole purpose of calculating overtime compensation and should not be construed as modifying any state or federal laws on what constitutes overtime.

E-9. ON-CALL POLICY.

On-Call means a period of time outside an employee's regularly scheduled work hours during which the employee is required to remain available to the City within a specified response time.

(a) Policy Specifics

i. On-Call assignments shall be limited to work situations where a probability of recall of employee(s) exists as determined by Department Head.

ii. The On-Call employee must respond to an incoming call within 30-minutes and report for duty within one hour when physical response is needed. The On-Call employee shall keep this response time throughout the duration of the On-Call period.

iii. The On-Call employee must remain fit for duty throughout the duration of the On-Call period in compliance with these regulations.

iv. An employee who is unfit for duty is subject to disciplinary actions, up to and including termination.

v. Any On-Call employee who is not available when called or fails to fulfill the responsibilities assigned to On-Call status and who does not present a reasonable justification (as determined by Department Head) for failure to report, may lose On-Call compensation for the entire On-Call period and may be subject to disciplinary action, up to and including termination.

vi. The rotation of On-Call duty shall be determined by the City Administrator or designee.

(b) Compensation. An On-Call employee who is called into work shall be compensated with a minimum of one (1) hour of actual time worked.

i. On-Call time will not count as part of the employees' hours worked to determine whether an employee should be paid at the overtime rate.

ii. Actual time worked while On-Call will be calculated at the employee's regular rate-of-pay. Overtime compensation is applicable only when total hours actually worked (plus any applicable holiday hours) exceed 40 hours in a work week.

iii. An On-Call employees' compensation shall include travel time to and from the employee's home. This does not affect the "going and coming rule" (i.e. employee is not within scope of employment when traveling to and from work).

(c) On-Call Rates: The time during which an employee is On-Call is not considered work time and, thus, any compensation for it is considered gratuitous by the City. The On-Call employee will be compensated at the rate described below.

i. Monday through Friday: $50 per day

ii. Saturday or Sunday: $100 per day

iii. City Holiday: $150 per day

E-10. CALL BACK POLICY.

A Department Head may call an employee in to work on a regular day off or may call an employee back to work after a regular work schedule.

(a) Call Back assignments shall be limited to emergency situations or circumstances that cannot be postponed until the next scheduled workday.
(b) An employee eligible for call back shall respond to a call within a reasonable time frame.
(c) Any employee who is unfit for duty shall be prohibited from responding to a call back.
(d) It shall be the responsibility of the Department Head or designee to cover/find coverage during call-back situations.
(e) It shall be the responsibility of the Department Head or designee to cover/find coverage if a situation arises that requires additional employees for safety.
(f) Compensation.
    i. A called-back employee shall be paid for a minimum of one (1) hour of actual time worked, and the one hour will count as time worked for overtime purposes even if the actual time worked was something less than one hour.
    ii. A called back employee's compensation shall include travel time to and from the employee's home. This does not affect the "going and coming rule" (i.e. employee is not within scope of employment when traveling to and from work).
    iii. Time worked will be calculated at the employee's regular rate-of-pay. Overtime compensation is applicable only when total hours actually worked (plus any applicable holiday hours) exceed 40 hours in the City's normal work week.

E-11. EMERGENCY OR INCLEMENT WEATHER CLOSURES OF CITY FACILITIES.

To effectively serve the community during inclement weather and other emergencies, the City will make every effort to remain open during its regular business hours.

(a) All employees are expected to report for duty as scheduled unless City facilities are closed by the City Administrator or designee. An employee who is scheduled but not able to report to work because of an emergency or weather event must request time off from his or her supervisor.

(b) Essential employees are expected to report to work as scheduled, even if City facilities are closed. Departments that provide these essential services will schedule employees accordingly.

(c) Essential employees will be compensated at their regular rate-of-pay for actual hours worked. In addition to actual time worked during an emergency or inclement weather closing, essential employees who are required to work will also receive compensation at their regular rate-of-pay equal to their regularly scheduled hours during any period City facilities or normal city services remain closed. This extra compensation is not required and is therefore considered gratuitous. This gratuitous compensation will not count towards hours worked for the purpose of calculating overtime.

(d) Essential employees will be eligible for over-time, On-Call and call back pay in accordance with those policies outlined in section E-7, E-8, and E-9.

(e) Non-essential full-time personnel will be compensated at their regular rate-of-pay for any scheduled hours of work during the period of time(s) City facilities remain closed. Compensation at the employee's regular rate-of-pay during emergencies or inclement weather closings is considered gratuitous and is not a requirement. This gratuitous compensation will not be counted towards total hours worked and is therefore excluded from calculating hours for overtime or other leave purposes.

(f) Non-essential part-time and seasonal personnel will not be compensated during closures of City facilities.

E-12. TRAVEL, MEALS AND LODGING POLICY

To support professional development, the City may authorize employees to attend conferences, training sessions, or other work-related events both within and outside the local area. When travel is required, the City will allow or reimburse reasonable, pre-approved, and properly documented expenses related to attendance, in accordance with this and other applicable City policies. Additionally, any travel, training, or meal expense charged to a City Purchasing Card ("P-Card") must comply with the City's Purchasing Policies.

(a) Approval required - Employees must receive approval from their Department Head prior to registering for conferences, training, etc. Approval is based on departmental needs, available funding and other factors.
(b) Receipts and documentation - Employees are responsible for submitting all travel-related receipts and documentation in compliance with applicable city policies.
(c) Non-attendance – If an employee fails to attend or complete a training or event for which travel costs have been paid, they may be required to reimburse the City for those expenses.
(d) Authorized Expenses – All expenses must comply with this and other applicable City policies.

ARTICLE F. ATTENDANCE AND LEAVE

F-1. PURPOSE. The attendance and leave policy establishes clear expectation for employee presence, promote fairness in the workplace and helps defer costs for the City that come from absenteeism.

F-2. HOURS OF WORK.

(a) General Employees. Normal hours of work are from 8:00 a.m. to 4:30 p.m. with ½ hour off for lunch. Altered hours of work require written approval of the City Administrator or designee.

(b) Normal Work Hours. No employee shall be permitted to work in excess of their normal work week except when so directed by the employee's supervisor.

F-3. HOLIDAYS. The following days shall be paid holidays for City employees:

New Year's Day, January 1

Martin Luther King Jr. Day, Third Monday In January

Memorial Day, Last Monday In May

Juneteenth, June 19

Independence Day, July 4

Labor Day, First Monday In September

Veteran's Day, November 11

Thanksgiving Day, Fourth Thursday In November

Friday Following Thanksgiving

Christmas Day, December 25

From time-to-time, and for certain special occasions, the Governing Body may change the holiday and/or designate other days as special holidays on a one-time basis.

(a) If a scheduled holiday falls on a Saturday, employees will be granted off the Friday before the holiday. If a scheduled holiday falls on a Sunday, employees will be granted Monday following the holiday.

(b) Full-time and Part-time employees required to work on a holiday will be paid at a rate of one and one-half (1.5) times their normal hourly rate-of-pay for each hour actually worked.

(c) To be eligible to receive pay for a City holiday, an employee must not have been absent without leave either on the workday before or the workday after the holiday.

F-4. VACATION LEAVE.

Full-time employees are entitled to accrue paid vacation leave according to the following schedule.

Years Employed	Per Pay Period	Max Banked Hrs.
0.5+	3.077	80
1	3.231	84
2	3.385	88
3	3.538	92
4	3.692	96
5	3.846	100
6	4.000	104
7	4.154	108
8	4.308	112
9	4.462	116
10	4.615	120
11	4.769	124
12	4.923	128
13	5.077	132
14	5.231	136
15	5.385	140
16	5.538	144
17	5.692	148

18	5.846	152
19	6.000	156
20	6.154	160

(a) Introductory Period. Employees on introductory status for their initial employment do not accrue vacation leave. Upon successful completion of the introductory period, forty hours of vacation will be credited to the employee.

(b) Accumulation of Vacation Leave. Employees will no longer accrue vacation leave once max banked hours are reached.

(c) Scheduling. Vacation leave shall be pre-approved and scheduled through the employee's supervisor.

(d) Holiday during Vacation. City holidays which occur during the taking of an employee's authorized vacation leave will not be counted as a day of vacation.

(e) Termination. Accrued vacation will be paid upon termination in compliance with Section E-6.

(f) Unpaid Leave. Any employee that uses more than 32 hours of unpaid leave time in a pay-period shall not accrue vacation time for that pay-period.

(g) Upon written request by the employee, the City Administrator may pay the employee no more than five days without actually taking the time off within a calendar year.

F-5. SICK LEAVE. Full-time employees are entitled to accrue 2.77 hours of paid sick leave per pay-period. Employees would use sick leave for absences resulting from illness, injuries, accident or other physical incapacity occurring off the job. Full-time employees shall also be permitted to use sick leave to care for an Employee's Immediate Family Member as defined in Section D-2 (e).

(a) Accumulation of Sick Leave. No employee may accrue a bank of more than 1020 hours of sick leave.

(b) Scheduling for Appointments. Sick leave used for doctor's appointments, etc shall be pre-approved and scheduled through the employee's supervisor.

(c) Notification of Illness. In case of immediate illness, an employee (his or her representative) shall notify the employee's immediate supervisor and give the reason for the absence prior to the beginning of their work shift, or under

extenuating circumstances, no later than one (1) hour after the beginning of the first workday for which sick leave is taken.

(d) Doctors Certificate. For sick leave in excess of three (3) workdays, or if a pattern of sick leave abuse is suspected, a supervisor may require a signed statement from a health care provider verifying the employee's inability to perform their assigned duties because of illness. Similarly, the City reserves the right to require a signed statement from a health care provider verifying the employee's fitness for work, based upon the requirements of the employee's position description.

(e) Termination. Accrued sick leave will be paid upon termination in compliance with Section E-6.

(f) Unpaid Leave. Any employee that uses more than 32 hours of unpaid leave time in a pay-period shall not accrue sick time.

F-6. PERSONAL LEAVE. Full-time employees employed on January 1 shall be entitled to three (3) eight-hour days of personal leave each calendar year. Employees hired after January 1 are not eligible for personal leave until the following calendar year.

(a) Accumulation of Personal Leave. Personal leave must be used before the end of the pay period fully contained within the calendar year it was awarded. No accumulation or carry-over of unused personal leave is allowed.
(b) Scheduling. All personal leave shall be pre-approved and scheduled through the employee's supervisor.
(c) Termination. An employee shall not be paid for any unused personal leave in compliance with Section E-6.

F-7. BEREAVEMENT LEAVE. In case of the death of a member of an Employee's Immediate Family Member as defined in Section D-2 (e), full-time employees shall be granted bereavement leave not to exceed three (3) working days. Additional leave, when granted, may be charged against any unused vacation or personal leave. If employee exhausts additional leave, the City Administrator or designee may grant additional unpaid leave on a case-by-case basis.

F-8. PREGNANCY-RELATED DISABILITY LEAVE. The City of Edgerton is committed to providing a workplace free from discrimination. In accordance with state

and federal laws, the City does not discriminate against employees or applicants on the basis of pregnancy, childbirth, or related medical conditions.

(a) Reasonable Accommodations - The City will provide reasonable accommodations to qualified employees with known limitations related to pregnancy, childbirth, or related medical conditions, unless doing so would cause an undue hardship.

Examples of possible accommodations include:

- More frequent breaks
- Light duty or job reassignment
- Modified work schedules
- Assistance with manual labor
- Temporary transfer to a less hazardous position

(b) Employees who need pregnancy-related accommodation should notify their supervisor or Human Resources as soon as possible. Requests will be evaluated on a case-by-case basis.

(c) Employees may request a leave of absence for pregnancy-related medical needs or recovery from childbirth. Leave requests should be made in writing to the employee's supervisor and will be reviewed based on:

i. The nature and duration of the medical condition

ii. Recommendations from the employee's healthcare provider

iii. Operational needs of the department

Employees may be required to provide documentation from a medical provider supporting the need for leave or accommodation.

(d) Employees may use available paid leave (e.g., sick or vacation time), if applicable. Unpaid leave may also be granted, subject to approval.

(e) The City will make efforts to return employees to their same or similar position following an approved leave, consistent with operational needs. If the employee is unable to return after a reasonable period, the City will evaluate next steps in consultation with the employee.

F-9. CIVIL LEAVE.

Full-time employees shall be granted paid Civil Leave when performing civil duties as described below.

(a) Jury Duty. Employees called to serve for jury duty will be granted paid civil leave for the duration of their service.
(b) Jury duty in excess of three (3) days requires a certifying letter from the Court where the employee is performing jury duty.
(c) Employees are required to notify their supervisor as soon as possible when called for jury duty.

F-10. UNPAID LEAVE. In some instances, an employee may need to take an extended leave of absence from their work with the City.

(a) All paid leave time must be exhausted before unpaid leave will be considered.
(b) Upon written request and with the recommendation of their department head, an employee may be granted unpaid leave for a period of up to 12 weeks within a one-year period, if approved by the City Administrator.

F-11. TOTAL LEAVE USED. Employees may use up to 12 weeks total leave (includes any combination of paid and unpaid leave) within a one-year period. City Administrator may grant additional time on a case-by-case basis.

F-12. CREDITS FOR PAID LEAVE. While on approved paid leave such as vacation or personal days, employees shall continue to earn credit for sick leave and vacation leave.

ARTICLE G. OTHER EMPLOYEE BENEFITS

G-1. PURPOSE. This article covers other benefits provided by the City of Edgerton to its employees, including but not limited to retirement, health, dental, vision, tuition reimbursement, etc.

G-2. RETIREMENT – OASDI BENEFITS. All eligible employees of the City are covered under the federal Old-Age, Survivors, and Disability Insurance (OASDI) social security system, and receive the benefits thereof in accordance with federal laws and regulations. The cost of this benefit is paid equally by the City and the employee, with the employee contribution subject to payroll deduction.

G-3. RETIREMENT – KPERS BENEFITS. The City assists employees in preparing for retirement through participation in the Kansas Public Employees Retirement System (KPERS). Eligibility for KPERS is determined by KPERS rules. Employee participation in the KPERS plan is mandatory. The State of Kansas is responsible for determining the amount or percentage the City and employees will contribute to the plan. Employee contributions are based on gross salary and are automatically deducted through payroll.

G-4. RETIREMENT – EDGERTON BENEFIT. Employees who retire from the City after at least 20 consecutive years will be eligible for payment of 50% of their sick leave balance at the time of retirement.

G-5. OPTIONAL SUPPLEMENTAL RETIREMENT. All KPERS eligible employees are given the option to voluntarily contribute to the State of Kansas 457(b) supplemental retirement plan up to the plan specified contribution limits. All contributions made by the employee are voluntary, with a matching contribution made by the City as a 401(a) contribution in a maximum amount as determined by the Governing Body.

G-6. WORKERS COMPENSATION BENEFITS. All employees of the City receive the benefits of the Kansas Workers Compensation Act, in accordance with such law and regulations. The cost of this benefit is paid entirely by the City.

G-7. KPERS DEATH AND DISABILITY BENEFITS.

Eligible employees who are contributing members of KPERS are eligible for the insured death and disability benefits provided by KPERS, which is supplemental to the regular KPERS benefits. The cost of this benefit is paid entirely by the employer. This insured death and disability benefit begins when the employee becomes a contributing member of KPERS.

G-8. UNEMPLOYMENT COMPENSATION.

All employees receive the benefits of the Kansas Employment Security (unemployment compensation) Act, in accordance with such law and regulations. The cost of this benefit is paid entirely by the City.

G-9. LIFE INSURANCE.

Employees have multiple options for life insurance through their employment with the City of Edgerton.

(a) KPERS Basic Life Insurance. KPERS provides part-time regular and part-time exempt employees with basic group term life insurance equal to 150% of their annual KPERS gross salary.

(b) Optional Group Life through KPERS. The cost of this insurance is paid by the employee and varies with the options selected by the employee.

(c) Comprehensive Life Insurance. The cost of this insurance is paid by the city.

G-10. EMPLOYEE INSURANCE BENEFITS.

The City of Edgerton is committed to supporting the health and well-being of its employees by offering a comprehensive benefits package through third-party insurance providers. Available benefits may include:

- Health Insurance
- Dental Insurance
- Vision Insurance
- Life Insurance and Accidental Death & Dismemberment (AD&D)
- Employee Assistance Program (EAP)
- Optional Voluntary Benefits (if applicable, such as short-term disability or supplemental life)

Detailed information about each insurance plan, including covered services, exclusions, claims procedures, and provider networks, is available in the official plan documents provided by the insurance carriers. These documents take precedence over any summary in this handbook. Employees are encouraged to review these documents carefully and reach out to the City's designated benefits administrator or the provider's customer service line with any questions.

(a) Eligibility. Upon employment, all full-time employees are eligible for the City's group health care insurance program. Coverage begins on the first of the month following 30 days of employment with the City. Part-time and seasonal employees are not eligible for health insurance programs.

(b) Cost Sharing. The City pays a portion of the premiums for certain benefits. Employees may be responsible for contributing to the cost of coverage through payroll deductions. Current rates and contribution levels are available from the City Clerk.

(c) Participant Responsibility. When an individual employee is required to contribute because of participation in a certain benefit program, the amount of such contribution shall be a payroll deduction. Insurance payroll deductions qualify for tax exemption under the City's IRS 125 plan and, therefore, are not eligible for deduction by the employee for income tax purposes after year-end.

I. An employee on covered injury leave through worker's compensation will have the employee's share of the cost deducted from their paycheck. In the event no compensation is due, insurance may be extended at the option of the employer.

II. An employee on unpaid leave for more than 80 hours in one month is required to pay the total premium to remain on the City's policy throughout their leave period.

(d) Payment in Lieu. No employee shall be entitled to a cash payment in lieu of health care insurance coverage.

(e) COBRA. In accordance with the federal Consolidated Omnibus Budget Reconciliation Act of 1986 (COBRA), eligible employees and their covered dependents may have the right to continue their group health care plan care coverage upon termination of city employment at their own expense.

(f) Retirees. Employees who retire or become disabled, and their covered dependents, who are age 65 or older, are not allowed to remain on the City's insurance plan if they qualify for Medicare coverage.

G-11. EMPLOYEE EDUCATION INCENTIVE PROGRAM. The City of Edgerton values education and encourages employees to seek additional, continuing and higher education for personal enrichment and possible professional advancement. This policy establishes guidelines and procedures for education leave and reimbursement of eligible expenses.

(a) Eligibility. An employee must be a full-time employee who has been employed by the City for at least twelve (12) consecutive months. The employee may attend undergraduate or graduate level courses, appropriate courses at community colleges or trade/vocational schools.
    i. The proposed course must show a direct relationship to the employee's work, be required under an approved work-related degree program or must help the employee prepare for a future position or promotion with the City.
    ii. If an employee is seeking a degree, the degree major must be work-related. If there are courses required by the degree program that are not work related, those classes are eligible for reimbursement because they are required to complete the degree program.
    iii. Only tuition, student fees and the cost of books are considered eligible costs in accordance with IRS guidelines.

(b) Application. Employees who wish to participate in this program must complete a Request for Educational Assistance application form. This application must be submitted to and approved by the Department Head and the City Administrator prior to course registration.

(c) Restrictions. An employee is expected to schedule class attendance and the completion of study assignments outside of regular working hours. However, in certain circumstances, a Department Head may approve in advance whether the employee will be provided time off from work during regular duty hours to attend courses. If allowed to take a course that requires time off, the employee may use accrued leave time, take leave without pay or establish with the Department Head a set schedule to make up the missed hours if it does not hinder the required work of the department. Hours attending class, studying or doing homework will not be considered time worked, and therefore, not eligible for compensation.

(d) Reimbursement.
    i. Upon completion of the course, the employee will request reimbursement of expenses not covered by other funding sources such as GI Educational Benefits, grants, scholarships or other similar benefits by submitting

evidence of a grade "B" or higher, a satisfactory rating or a certificate of completion for non-credit courses or for pass/fail courses along with itemized receipts. These documents shall be submitted to the City Administrator for approval.

ii. The City will reimburse 50% of eligible expenses up to a maximum of $1,500 in a calendar year. The reimbursement is excludable from employee wages to the extent the amount is below the annual maximum as determined by the IRS.

ARTICLE H. DISCIPLINARY POLICY

H-1. PURPOSE. The purpose of this policy is to help everyone do their job well, work together respectfully, and provide the best service possible to the people who live in our city.

Employees shall make an honest effort to follow the City's values, rules, and standards, and doing their best work every day. Each employee should take responsibility for doing a good job and helping the City succeed.

The City believes that employees want to do well and will succeed when they understand what's expected of them. It's the supervisor's job to make sure their team members know what they need to do. If someone is struggling, the City will give them a fair chance and support to improve their performance.

This policy shall apply to all employees of the City. All departments of the City are hereby directed to take appropriate action within the scope of their existing programs to further the intent of this policy and to implement this policy.

H-2. POLICY. Degrees of discipline are generally progressive and are used to ensure the employee has the opportunity to correct his or her performance. However, nothing in this policy should be construed to require the City Administrator to follow progressive discipline if a situation requires immediate action. This is especially true in those cases where the time interval between offenses is short, and the employee demonstrates a poor desire to improve his/her performance.

An employee may be subject to disciplinary action if:

(a) The employee violates these Employee Policies and Regulations, or any other policies, procedures or authorized directives given to the employee that are applicable to the department in which the employee works.

(b) The employee's conduct negatively reflects on the City or hinders the effectiveness or efficiency of City operations.

(c) The employee has performed an act of misconduct, or has failed to perform an act, which results in misconduct.

(d) The employee engages in any other conduct that the Department Head, or City Administrator, considers undermining the authority of the employee's supervisor.

(e) Factors that will be considered determine the level of discipline are:

i. how many different offenses are involved.

ii. the seriousness of the offense.

iii. the time interval and employee response to prior disciplinary action(s) and.

iv. previous work history of the employee.

H-3. VIOLATIONS. Generally, the City recognizes the following list of violations as a general guide for actions where the disciplinary policy should be enforced. Although the list is fairly comprehensive, it is not all-encompassing. If a violation is not listed but determined to be a violation of the Employee Policies and Regulations by the City Administrator, it may be disciplined or dealt with at the discretion of the City Administrator or designee, as other violations.

- Negligence
- Knowingly filling out a time sheet of another employee
- Having one's time sheet filled out by another employee
- Falsifying a time sheet by over reporting or under reporting actual hours worked
- Unauthorized altering of a time sheet
- Falsifying state/federal/local records
- Being tardy habitually
- Being absent without notification or excuse
- Leaving your job or your regular working place during working hours for any reason without authorization from your supervisor, except for lunch, rest periods and going to the restrooms
- Leaving work before the end of shift or not being ready to go to work at the start of shift
- Disorderly conduct on city property
- Destruction or abusive behavior towards city property, vehicles or equipment
- Abusive, harassing, or discriminatory actions or language toward fellow employees, customers, contractors or agents of the city
- Disrupting or hindering the performance of the work of any employee or the work of any contractor or agent, or their employees, of the city.

- Inefficiency or lack of effort on the job
- Minor violations of city policies or rules outlined in the personnel rules and regulations, safety manual, and/or other applicable policies, rules, or regulations
- Contributing to unsanitary conditions or poor housekeeping
- Failure to adhere to good hygiene standards
- Failure to perform work with a respectful, positive or cooperative attitude and
- Breach of any federal, state, or local law or policy
- Gambling on public property
- Any conduct that brings discredit to the City, including internet activity
- Assault, battery or harassment of another person
- Immoral conduct or indecency on public property
- Jeopardizes the safety of other employees or failure to follow prescribed safety directives
- Consuming or possession of any illegal drug or alcohol while on official City business or during working hours
- Consuming any illegal drug or alcohol while serving in an On-Call capacity
- Operating any machinery or vehicles owned by or leased to the City while under the influence of drugs or intoxicating beverages
- Reporting for work in an impaired condition
- Suspension, revocation, or loss of a valid driver's license or driving privileges, whether temporary or permanent if driving is a requirement of the employee's position
- Malicious gossip and/or the spreading of rumors
- Responsibility for instigating fighting on public property
- Dishonesty or removal of another employee's property or removal or use of public property without permission
- Willful destruction of public or private property
- Insubordination (refusal to perform service assigned by an employee's immediate supervisor or refusal to obey any reasonable order given by an employee's supervisor or by management)
- Misrepresentation of important facts in seeking employment

- Refusal to perform work assigned to an employee
- Possession of fireworks or explosions on City property without prior permission from management
- Misrepresentation of a material fact relating to the employee's work or City operations
- Defrauding or attempting to defraud the City; and
- Threats or acts of violence by an employee toward any other employee or the general public; and
- Violations which have resulted in past termination of employees.

H-4. SERIOUS OFFENSES. For serious offenses, such as fighting, theft, insubordination, threats of violence, the sale or possession of drugs or abuse of alcohol on City property, etc., termination may be the first and only disciplinary step taken. Any step or steps of the disciplinary process may be skipped at the discretion of the City Administrator after investigation and analysis of the total situation, past practice, and circumstances.

H-5. AT-WILL STATUS NOT AFFECTED. Nothing set forth in this Article shall be construed or interpreted as affecting or changing the at-will status of all City employees. Furthermore, the decision of when discipline or termination is warranted is completely discretionary to the City and may be exercised in conformance with this Article or as dictated by the circumstances of each individual case or circumstance.

H-6. AUTHORITY TO DISCIPLINE. The City Administrator is responsible for the conduct and effective performance of all employees and shall have the authority and responsibility to discipline employees for violation of the City's Employee Policies and Regulations and any departmental policies. Except as otherwise provided, the City Administrator and/or designee shall have the sole authority and discretion to determine whether and what disciplinary action, if any, is to be taken against an employee.

H-7. DISCIPLINARY ACTIONS. The following types of disciplinary actions shall be used at the discretion of those charged with the supervision of City employees:

(a) Verbal Reprimand. A verbal reprimand is one given to an employee by a supervisor or Department Head for first time minor violations of City policy, rules, or work methods, or directions of the employee's supervisor or department head. A verbal reprimand is not reduced to writing nor placed in the employee's personnel file. However, previous misconduct or errors that have been the subject of a verbal reprimand, shall serve as a basis for a written reprimand if such misconduct or error re-occurs or is otherwise not addressed by the employee.

(b) Written Reprimand. A written reprimand is given to an employee for serious violations of City policies, rules, work methods or directives of the employee's supervisor or Department Head. It is also appropriate in those instances where the employee has failed to take appropriate or corrective action after having received a verbal reprimand.

(c) Probation. Employees may be placed on probation for a period of time determined by the City Administrator. Probation is a period of a specified length of time during which an employee is required to fulfill a set of conditions, to improve work performance, or to improve on-the-job behavior. Failure to meet these requirements may result in additional disciplinary actions, up to and including termination. Wage increases will not accrue during this period, but all other benefits will continue.

(d) Suspension. A suspension is the removal of an employee from service without pay for a specified period of time. The employee is relieved of his or her job duties because of serious or repeated instances of misconduct and shall forfeit pay lost as a result.

Separate and distinct from the disciplinary action without pay, an employee may be placed on administrative suspension with pay if deemed appropriate while the employee's conduct is under review.

Suspension may also be warranted in situations where there is no specific instance of conduct that justifies termination, but there is a pattern of conduct where the employee has continually engaged in one minor infraction of the rules after another and has received a documented verbal and written warning for rules infraction.

(e) Demotion. A disciplinary demotion is the removal of an employee from one position to another of a lower rate-of-pay. A disciplinary demotion is appropriate when the employee has demonstrated an inability to perform assigned duties

and when there is a position available at the lower pay range for which the employee is qualified.

(f) Termination. Termination is the discharge of an employee from his or her employment with the City by the City Administrator in consultation with the employee's Department Head. Any employee is subject to termination with or without cause.

H-8. TERMINATIONS NOT SUBJECT GRIEVANCE OR APPEAL.

The decision of the City Administrator to terminate an employee is considered final and not subject to further review by the Governing Body. Termination is not subject to appeal or grievance by the affected employee. This policy should not be interpreted to limit any legal rights that an employee may have to a name clearing hearing.

ARTICLE I. GRIEVANCES AND HEARINGS

I-1. PURPOSE.

Any regular full-time employee has the right to present a complaint or grievance concerning his or her job, working conditions, salary, relationship between employees and co-workers, supervisor, or department head, the application of equal employment opportunity policies, or as an appeal of any disciplinary action taken pursuant to these rules (other than termination which is addressed in Section H-8). A sincere attempt should be made by each employee and supervisor to resolve any grievance before it becomes necessary to resort to the grievance procedure.

I-2. GRIEVANCES.

(a) Any complaint or grievance shall initially be filed by the employee, in writing, with his or her Department Head within seven working days of any occurrence. An answer to the grievance shall be provided by the Department Head to the employees in writing within seven working days, or a reasonable period of time as determined by the City Administrator if the Department Head is unavailable to respond within 7 working days.

(b) If the employee disagrees with the decision of the Department Head, the employee may forward the complaint or grievance in writing within three working days to the City Administrator, who shall provide an answer to the employee within ten working days. The City Administrator shall make a written decision in a reasonable time, not to exceed fourteen days, barring any circumstance outside the City Administrator's control. The decision of the City Administrator is final and not subject to further appeal unless employee is a direct report to the City Administrator.

(c) If the complaint or grievance is forwarded by an employee directly under the supervision of the City Administrator, the employee may forward his or her written complaint or grievance to the Mayor within five working days, specifying the nature of the complaint or grievance, provided he or she has informed the Mayor of his or her intentions to do so, and request a hearing thereon. The Mayor shall schedule a hearing on the grievance with notice provided to the employee who filed the grievance. The Mayor may involve City Attorney to investigate complaint or grievance as he/she deems necessary. All people involved in the grievance shall be permitted to participate in the hearing and offer evidence. Following the hearing, the Mayor shall issue his or her decision

within 30 days of the hearing. The decision of the Mayor is final and not subject to further appeal.

I-3. RETALIATION. The City of Edgerton strictly prohibits retaliation against any employee who, in good faith, reports a concern or participates in an investigation under this policy. Examples of retaliation include:

- Firing or demotion
- Harassment or Intimidation
- Reduction in hours or reassignment of duties
- Denial of promotions or benefits

Any employee who believes they are experiencing retaliation should report it immediately to their Department Head, or to the City Administrator if it is their Department Head, or to the Mayor if it is the City Administrator.

J. REPORTING MISCONDUCT

J-1. PURPOSE. The purpose of this policy is to encourage and protect employees who report, in good faith, suspected misconduct, violations of law, unethical behavior, or misuse of City resources.

The City of Edgerton is committed to maintaining a workplace where concerns can be raised without fear of retaliation. This policy outlines how employees can report serious concerns and ensures that those reports will be taken seriously, investigated appropriately, and that the reporting employee will be protected from retaliation.

By promoting openness and accountability, this policy helps support the integrity and trust that are essential to the City's operations and public service mission.

J-2. POLICY. If an employee suspects violations of law, unethical behavior or the misuse of City resources, they are encouraged to report it. The following are some examples of the types of violations that should be reported promptly:

- Fraud, theft, or misuse of City funds or property
- Conflicts of interest or unethical conduct
- Violation of City policies or procedures
- Abuse of authority or position
- Unsafe working conditions or threats to public safety
- Violations of local, state, or federal laws or regulations
- Discrimination, harassment, or retaliation
- Falsification of records or documents
- Gross mismanagement or waste of public resources

ARTICLE K. DISCRIMINATION AND HARASSMENT

K-1. PURPOSE. It is the policy of the City to maintain a work environment free of discrimination, harassment, intimidation, humiliation, insult, physical, or verbal abuse or actions based on race, religion, sex, national origin, age, disability, ancestry, or any other status protected by applicable law under state and federal laws. To ensure that this policy is strictly adhered to, the City will not tolerate illegal harassment or discrimination by or toward any of its employees and will take immediate disciplinary or other appropriate action toward any individual who violates this policy. The City will also not tolerate any disrespectful, vulgar or otherwise offensive or unprofessional behavior that may not rise to the level of illegal improper behaviors.

The City does not have the ability to act on improper behavior that is not reported. Thus, employees are required to report any conduct or behavior they witness or experience that may violate this policy. The City prohibits retaliation against any employee who, in good faith, reports any behavior that may violate this policy, participates in any investigation of such a report, or is closely associated with another employee who does so.

K-2. DEFINITION. Prohibited harassment is defined as:

(a) The threat or insinuation by a supervisor or person in successive authority toward a subordinate employee, either explicitly or implicitly, that the subordinate's submission to or rejection of unwelcome sexual advances will adversely affect employment, evaluation, wages, advancement, assigned duties, shifts or any other condition of employment or career development;

(b) The subjecting of an employee, by a supervisor or other employee, to unwelcome conduct, verbal, physical, visual or otherwise, based on any legally protected status or characteristic, which creates an intimidating, hostile, or offensive working environment for a reasonable person.

(c) Verbal conduct such as epithets, derogatory jokes or comments, slurs or unwanted sexual advances, invitations or comments;

(d) Visual conduct such as derogatory and/or sexually-oriented posters, photography, cartoons, drawings or gestures;

(e) Physical conduct such as assault, unwanted touching, blocking normal

movements or interfering with work because of sex, race or any other protected basis;

(f) Bullying behavior is defined as repeated inappropriate behavior, either direct or indirect, whether verbal, physical or otherwise, conducted by one or more people against another or others in the workplace and/or in the course of employment. Bullying may be intentional or unintentional. The City considers the following types of behavior to be bullying:

i. Verbal bullying: including slandering, ridiculing or maligning an individual or the individual's family, persistent name calling that is hurtful, insulting or humiliating, using an individual as the victim of jokes, and/or abusive and offensive remarks;
ii. Physical bullying; including pushing, shoving, kicking, poking, tripping, assault or threat of physical assault, and/or damage to an individual's work area or property.
iii. Gesture bullying; including nonverbal threatening gestures, and/or glances that can convey threatening messages; and
iv. Exclusion bullying; including socially or physically excluding or disregarding an individual in work-related activities.

(g) Threats and demands to submit to sexual requests as a condition of continued employment, or to avoid some other loss, and offers of employment and employment benefits in return for sexual favors; and

(h) Retaliation for having reported or threatened to report harassment.

K-3. POLICY. No employee, whether supervisory or nonsupervisory, may discriminate against or harass another employee. Any employee who believes that they are the victim of discrimination or unwelcome behavior that would constitute harassment shall immediately report all incidents to any supervisor, who will immediately notify the City Administrator. All complaints involving claims of harassment shall be promptly, and to the extent possible, confidentially investigated. Any employee, supervisory or nonsupervisory, found to have engaged in discrimination against or harassment of another employee will be disciplined, up to and including discharge.

K-4. COMPLAINT PROCEDURE. Any employee who feels they are being subjected to discrimination or harassment should report it immediately through the Compliant

Procedure in the City's Discrimination and Harassment Policy. All information disclosed in the complaint procedure will, to the extent possible, be held in strict confidence and will be disclosed only on a need-to-know basis to investigate and resolve the matter.

K-5. REVIEW OF A DISCRIMINATION OR HARASSMENT COMPLAINT. The City Administrator has the responsibility to coordinate the investigation of discrimination and harassment complaints as described in the City's Discrimination and Harassment Policy. If the City Administrator is the subject of the complaint, the Mayor shall coordinate the investigation of the complaint in consultation with the City Attorney.

K-6. RECORDS OF A DISCRIMINATION OR HARASSMENT COMPLAINT. All records concerning discrimination or harassment complaint shall be confidential except those available as required by the Kansas Open Records Act.

K-7. RETALIATION. The City of Edgerton strictly prohibits retaliation against any employee who, in good faith, reports a concern or participates in an investigation under this policy. Any employee who believes they are experiencing retaliation should report it immediately to their Department Head, or to the City Administrator if it is their Department Head, or to the Mayor if it is the City Administrator.

Any employee who retaliates against an individual for making a complaint or for participating in an investigation is subject to disciplinary action.

K-8. VICTIM PROTECTION. The City of Edgerton will take prompt steps to protect victims from further harm. Such measures may include temporary adjustments to work schedules, physical workspaces, supervisory structures, or access restrictions.

Where appropriate, no-contact directives or security assistance may be implemented.

Victims will be provided with information about internal resources (e.g., HR, Employee Assistance Programs) and external resources (e.g., law enforcement, counseling, advocacy services, hotlines). Assistance will be offered in accessing medical, mental health, and legal services.

Managers and supervisors are responsible for upholding this policy and ensuring that victims receive protection and support. Violations may result in disciplinary action.

ARTICLE L. VOLUNTARY SEPARATION

L-1. RESIGNATION. An employee who terminates his or her employment voluntarily shall be terminated in good standing, provided the employee gives a minimum of two weeks written notice to his or her immediate supervisor or Department Head. Department Head positions are encouraged to provide 30-day written notice of resignation. Under appropriate circumstances, a shorter period of notice may be approved by the City Administrator or designee.

ARTICLE M. POLITICAL ACTIVITY

M-1. PURPOSE. The City of Edgerton encourages employees to be informed and engaged citizens, including voting in elections and participating in community service. However, to maintain public trust and prevent conflicts of interest, the City places limits on political activity as it relates to Edgerton's local government.

M-2. PROHIBITED ACTIVITIES. Employees must avoid any political activity that creates a real or perceived conflict of interest with their City duties.

(a) Running for Office. City employees are prohibited from running as a candidate for any elected or appointed City of Edgerton position while an employee of the City of Edgerton.

(b) Political Activity. City employees are prohibited from soliciting, selling, or handling any political contributions, or from displaying any political badges, buttons, or signs, related to any political election or issue on the employee's person while on City business or property.

(c) Use of Public Funds. City employees shall not use or authorize the use of public funds or public vehicles, machinery, equipment or supplies of the City or the time of any employee of the City, for which the employee is compensated by the City, to expressly advocate the nomination, election, or defeat of a clearly identified candidate to state or local office.

(d) Conflicts of Interest. If a City employee is elected to an elected position other than for the City of Edgerton, a conflict of interest could arise between the elected position and continued City employment. A non-exhaustive list of examples of a conflict of interest would be a situation which compromises: (1) the employee's ability to appropriately do the employee's job; or (2) the public's expectation that City employees objectively and neutrally perform their duties. In the case of a conflict of interest, the City retains the right to terminate an employee's employment.

ARTICLE N. OUTSIDE EMPLOYMENT

N-1. OUTSIDE EMPLOYMENT.

Outside employment constitutes a City employee holding a second job with another employer. Outside employment by a full-time employee may be permitted only when such outside employment:

(a) Is considered secondary to service with the City and does not conflict with the employee's work hours;

(b) Does not interfere with the performance of duties for the City and does not reduce the employee's efficiency in the workplace;

(c) Does not require the use of the employee's certification required for their primary job at the City of Edgerton

(d) No legal, financial or ethical conflict of interest results from such dual employment.

An employee must obtain approval in writing from the City Administrator or designee prior to accepting outside employment or any change in the nature of such outside employment. If an employee leaves outside employment, they must inform their supervisor and again receive approval in writing before accepting another outside position.

ARTICLE O. WORKPLACE SAFETY

O-1. PURPOSE. The City of Edgerton aims to protect employees from harm and ensure a safe and healthy working environment. Workplace safety prevents accidents, reduces workplace hazards, improves productivity and efficiency, and avoids unnecessary losses.

O-2. DEFINITIONS.

(a) Dangerous weapon. Any instrument capable of producing bodily harm or that warrants alarm for the safety of another person. These may include items such as, but not limited to guns, knives, and explosives, or items which are not obvious to cause potential harm but could, depending on the way the item is manipulated, such as, not limited to, throwing a chair, chemicals, stapler, drinking glass, etc.

O-3. GENERAL SAFETY.

All employees are required to wear appropriate safety equipment and always follow appropriate safety precautions according to City and/or departmental policy. For detailed information please refer to the City of Edgerton's Safety Manual. Failure to comply with the City's Safety Manual or other safety policies may result in disciplinary action up to and including termination.

O-4. WORKPLACE VIOLENCE.

The City of Edgerton is committed to providing a safe environment for working and conducting business. All employees are responsible for refraining from acts of violence and promoting a safe working environment. Any violent act(s) committed by employees will be subject to disciplinary action, up to and/or including termination, or prosecution as appropriate

(a) Workplace violence includes, but is not limited to:

i. An act or behavior that is physically assaultive, including physically harming another, shoving, pushing, harassing, intimidating, coercing, brandishing weapons, or threatening or talking of engaging in those activities.

ii. A communicated or reasonably perceived threat to harm or endanger another individual or to destroy property.

iii. An act or behavior that would be interpreted by a reasonable person as carrying potential for physical harm to the individual, or a reasonable person would perceive as threatening, displaying weapons, destroying property, or throwing objects.

(b) Possession or Use Of Dangerous Weapons By Employees. Employees of the City may possess a firearm on City property but must comply with state and federal laws regarding open or concealed carry. Firearms must be secured when not in possession by the employee.

O-5. SUBSTANCE ABUSE POLICY.

The City of Edgerton has a responsibility to its employees and citizens to take reasonable steps to ensure safety in the workplace and in the services it provides.

(a) Employees may not possess, distribute, or sell illegal drugs or alcohol on City property or while performing their duties

(b) Employees may not be impaired by drugs or alcohol while performing their duties. The legal use of prescribed drugs is permitted on the job only if the use does not impair an employee's ability to safely and effectively perform the essential functions of the job or does not endanger the employee or other individuals in the workplace. Violations of this policy may result in disciplinary action, up to and including immediate termination of employment.

(c) Drug and alcohol testing of employees may occur in the following situations: after an offer of employment is made (providing all applicants for the same safety-, integrity-, and/or security-sensitive positions are subject to drug testing during the post-offer stage); when there is reasonable suspicion of drug/alcohol use on premises or during working hours; and following an accident. Random, unannounced drug/alcohol testing of all employees holding safety-sensitive jobs that require a Commercial Driver's License (CDL) may be conducted. Any employee who refuses to take an alcohol or drug test under this policy, or who tampers with or attempts to tamper with such a test, will be subject to disciplinary action, including, but not limited to immediate termination.

(d) The City offers an Employee Assistance Program that employees voluntarily seeking assistance can utilize. Seeking assistance after a drug or alcohol test has been requested, or after a violation of this Policy has been detected, will have no effect on discipline imposed on that employee.

ARTICLE P. TECHNOLOGY AND ELECTRONIC COMMUNICATIONS

P-1. PURPOSE. All City employees are expected to use information technology and communication systems in a productive, ethical and lawful manner. The City's e-mail, computer, internet, software and voice mail systems are City property. These systems are in place to facilitate the employee's ability to do their jobs efficiently and productively. To that end, these systems are solely for City purposes and gross abuse of these systems for personal use is prohibited. All information technology resources, including all messages and data sent, received or stored on the City's resources are the property of the City and are subject to the review, control, search, retention, and/or disposal of the City.

P-2. DEFINITIONS.

(a) Information technology. All communication and computing devices and systems including, but not limited to, computers, Internet access or connections, Intranet, websites, social media sites, networks, servers, mobile devices, printers, tablets, e-mail, voice mail, cloud-based storage, other devices, data services or storage systems, etc. provided by contract to the City or any of its departments, and any data stored or kept in or on any of the above.

(b) Driving. Driving means operating a motor vehicle on an active roadway or street with the motor running, including while temporarily stationary because of traffic, a traffic light or stop sign, or otherwise. It does not include operating a motor vehicle with or without the motor running when one has pulled over to the side of, or off, an active roadway or street. This extends to operating City-owned equipment regardless of its location.

P-3. TECHNOLOGY USER POLICY. Employee communications and use of City e-mail, computer, internet, software, and voice mail systems will be held to the same standard as all other business communications, including compliance with anti-discrimination and anti-harassment policies. It is expected that employees will use good judgment in the use of the City's system. Management should be notified of unsolicited, offensive materials received by any employee on any of these systems.

When using the internet, exercise discretion. Sending materials of a sensitive nature or materials that constitute "confidential information" is prohibited unless the information is properly encrypted to prevent interception by third parties.

Employee consent and compliance with e-mail, computer, internet, software and voice mail policies are a term and condition of employment. Failure to abide by these rules or to consent to any interception, monitoring copying, reviewing, and downloading of any communications or files is grounds for discipline, up to and including termination.

P-4. MOBILE DEVICE POLICY. The City reserves the right, at its sole discretion, to determine which cell phone option, device, and carrier will be provided to the employee in order to maintain established business practices, required job functions, and compatibility with the City's information technology structure and support.

(a) City Issued Mobile Devices. An employee is issued a City-owned device, and the City pays for the monthly service.
   i. The cellular phone and/or related equipment and services will be obtained by, paid for, and owned by the City. Employees with a City-owned phone may not receive reimbursement for business use of their personal phone.
   ii. All City-owned phones and/or related equipment and services must be pre-approved by the City Administrator.
   iii. Employees are responsible for the care of the cell phone and related equipment and services. Employees are required to immediately (by the next business day) report the damage, loss, or theft of City-owned cell phones and related equipment to their department and must immediately contact the service provider to prevent unauthorized use. In the event of theft, a copy of a police report must accompany a request for a replacement phone.
   iv. Personal use of City-owned cell phones should be kept to a minimum. Excessive use of City-owned cell phones will be subject to disciplinary action, and reimbursement to the City for any additional charges incurred from the personal use.
   v. Upon separation of employment, if the employee was issued a City-owned cell phone, tablet or other device, the employee must provide any passwords to the City for access to the device.

(b) Cell Phone Allowance. An employee whose work requires they be accessible by cell phone may be provided a monthly phone allowance at the discretion of the City Administrator.

i. The cell phone allowance will be paid to the employee through the payroll system and considered a taxable benefit.
ii. The dollar amount of the cell phone allowance will be determined by the City Administrator.
iii. A cell phone allowance would be in lieu of the employee having a City-owned cell phone.
iv. Employees receiving a cell phone allowance would be required to maintain cell phone service, data or text messaging requirements consistent with a City-issued device and provide the phone number to the City for its use.

P-5. MOBILE DEVICE USE WHILE DRIVING. The use of mobile devices for calls, text messaging, emailing, or any other communication function by any employee when driving City-owned or supplied vehicles or equipment, or when driving personally-owned vehicles while on official City business, is strictly prohibited. This does not include radios used during City operations.

P-6. TECHNOLOGY PRIVACY RIGHTS. Employees have no privacy rights when using City-owned technology and should have no expectation of privacy in their use of the City's information technology and communication systems, including any incidental personal use. The City may monitor, audit, intercept, access and disclose all data and messages created, received, or sent using information technology resources to promote efficiency, maintain policy compliance, or require with legal requirements. Passwords or access codes provided to or created by any employee or other user to access the City's information technology systems are intended solely for maintaining the security of the systems and are not intended to create any right or expectation of privacy. Access to City information technology resources is a privilege that may be revoked at any time.

P-7. USES NOT ALLOWED. Improper use of City information technology resources may result in disciplinary action, up to and including the termination of employment. Improper use includes any misuse described in this policy, any misuse that would result in violation of other City policies, as well as any harassing, offensive discriminatory, or obscene communications.

Unacceptable uses of City's information technology resources include, but are not limited to, the following:

a. To conduct a for-profit business or enterprise for personal gain;

b. To view, store, display or transmit any messages or images that contain defamatory, false or fraudulent, abusive, obscene, pornographic, profane, sexually oriented, threatening, racially offensive or otherwise biased, discriminatory or harassing material;
c. To view, store, display or transmit any messages or images in violation of any local, state or federal law, or which contains illegal material or solicits the performance of any activity or conduct that is prohibited by law;
d. To introduce computer worms, viruses, tracking software or other malicious program;
e. To download data or introduce programs designed or likely to result in the disruption of data corruption to network systems;
f. To falsify another user's identification or seek or gain unauthorized access to a City network, system, database, or another user's account;
g. To attempt or to gain unauthorized access to digital information or communications resources;
h. To access sites or services that create a security threat to the City's networks or systems;
i. To load, install, or run software, to visit Internet sites that facilitate unauthorized peer-to-peer file sharing, gaming, gambling, or other unauthorized activity;
j. To upload or save to removable data storage belonging to the City for any inappropriate purpose or personal gain;
k. To use unauthorized encryption devices or software on the City's information technology resources or data;
l. To share or duplicate software, violate licensing agreements, or misuse intellectual property;
m. To save or transfer City data to an unapproved storage or mobile device;
n. To install, use, or access software or hardware devices designed to gain unauthorized access to information technology resources or the unauthorized recording of the use of another by password recording, port scanning, keystroke recording, or other method.

P-8. REMOTE ACCESS POLICY. Employees may be permitted to access the City's information technology resources remotely, using either City-owned or personal devices, only upon approval by the City Administrator. The use of personally owned communication devices to access City systems will be granted only for City business

purposes and subject to reasonable restrictions and conditions, including that the device is password or pin number protected and can be locked for security.

(a) Non-exempt employees may not access City information technology resources remotely for purposes of performing work without prior supervisor approval.

(b) Each department/agency/office must implement and enforce this procedure unless it has business or operational requirements that justify deviation from specific provisions.

(c) Alternative provisions must be:
   i. Justified by business need or purpose.
   ii. Consistent with the intent of this procedure.
   iii. Proposed in writing by the department/agency/office leader and submitted to the City Administrator for approval.
   iv. Departmental provisions may be more restrictive than those contained in this procedure, but, generally, not less restrictive.

P-9. CONFIDENTIALITY AND ACCESS. Employees should use care in communicating and storing confidential information electronically and should take reasonable steps to ensure that the communication is properly identified as confidential and directed to the appropriate recipient. Employees must comply with the required levels of security related to government information systems and records.

(a) Passwords, access codes, and security procedures are for the City's protection and should not be interpreted as creating any personal right of privacy for any user. Passwords should not be shared externally.

(b) Employees with access to personnel records including employee medical records, HIPAA-protected information, or confidential legal documents must be particularly vigilant about not sharing their passwords, and on the rare occasion where sharing is necessary, must change their password at the first available opportunity.

(c) Employees must comply with the terms of the City's software licensing agreements. All software loaded onto an Edgerton Computer must be legally licensed for that computer. Employees may not duplicate software from City information technology resources and may not download software or materials

that are copyrighted, patented, trademarked, or otherwise identified as intellectual property without express permission from the owner of the material or as otherwise allowed by law.

(d) All records of City business contained on City or personal information technology resources (e.g., email, texts, voicemail, and social media posts) must be maintained pursuant to the City's records retention policies.

P-10. ARTIFICIAL INTELLIGENCE USE POLICY. The City of Edgerton encourages collaboration between humans and AI systems, leveraging the strengths of both to enhance decision-making processes and ensure that ultimate control remains with humans.

City employees may be authorized to use generative AI software tools, provided the tools do not pose risks that cannot be effectively mitigated to comply with this policy.

(a) All outputs of generative AI systems must be reviewed by humans prior to each use in a City capacity. All images and videos created by AI must be attributed.

(b) AI systems may produce outputs that are based on stereotypes or use data that is biased against protected classes. City employees must evaluate AI content to ensure the output is accurate and free of discrimination.

(c) Employees shall not submit any confidential or proprietary data into an AI system. No City data or records, including inputs or prompts, should be used to train an AI system outside the City's control.

P-11. SOCIAL MEDIA. The City of Edgerton recognizes the value of social media for personal expression and professional engagement. However, employees must understand the distinction between personal and official use and ensure their activity—on or off duty—does not interfere with job responsibilities or reflect negatively on the City.

Only authorized employees may access or post on the City's official social media accounts. See specific city and departmental policies for account management and posting procedures.

(a) PERSONAL USE OF SOCIAL MEDIA. Employees should be aware that the public may not distinguish between personal opinions and professional roles, especially

for anyone in a leadership or public-facing position. Personal online activity that undermines an employee's ability to do their job or damages public trust may result in disciplinary action. Posts should follow these guidelines:

i. Use City resources for personal social media only occasionally and never during work tasks.
ii. Personal use must not interfere with job performance or affect other employees' ability to work.
iii. Avoid using your City email for personal social media accounts or receiving notifications.
iv. Keep personal accounts logged off and inaccessible when not actively using them.
v. Limit access to non-work-related video and audio files during work hours.

(b) MONITORING AND USE. The City reserves the right to monitor the use of its networks, devices, and internet access. Posts made from outside of work, even if from personal devices, may still be monitored.

i. Violate City policy
ii. Include confidential or protected information
iii. Disrupt workplace operations

(c) PROHIBITED CONDUCT. Employees may be subject to disciplinary action for breach of the policy.

ARTICLE Q. MISCELLANEOUS

Q-1. NO SMOKING POLICY. Smoking, and especially secondhand smoking, has been determined to be dangerous to the health and welfare of people who smoke, and those exposed to the smoke. The City desires to limit the risk to the health and personal welfare of citizens, visitors and employees by limiting smoking.

Smoking shall not be permitted in any enclosed government facility. This includes common work areas, auditoriums, classrooms, conference and meeting rooms, private offices, elevators, hallways, cafeterias, employee lounges, stairs, restrooms, and all other enclosed facilities. This Policy shall apply to all employees, contractors, and visitors. Smoking shall be permitted only at a reasonable distance of ten feet outside entrances, operable windows, and ventilation systems of enclosed areas where smoking is prohibited, so as to ensure that tobacco smoke does not enter those areas.

Employees who smoke and would like to quit will be advised to call the free Kansas Tobacco Quitline (1-800-QUIT-NOW) for telephone cessation counseling and support.

The success of this Policy will depend on the thoughtfulness, consideration, and cooperation of both smokers and non-smokers. All employees share the responsibility for adhering to and enforcing this policy. Employees who repeatedly violate the provisions of this Policy shall be held accountable according to Article H of the City's Personnel Policy regarding discipline.

Q-2. UNIFORM AND DRESS POLICY. City employees are expected to dress appropriately for their work duties, maintain a neat appearance and represent the City in a professional manner. Because job responsibilities vary across departments, the City follows a "dress for your day" approach while requiring specific attire in certain roles. Clothing should be clean, free of holes and in good condition. It should not have any offensive or controversial graphics, logos or slogans. Employees should consider their work schedule, meetings, field work, or public engagement when choosing attire. Supervisors may provide more specific guidance if needed.

Employees in roles involving manual labor, equipment operation or fieldwork are required to wear clothing that ensures safety and comply with job-specific standards. This may include logoed shirts, jeans or work pants, steel-toed boots or other protective footwear. Employees are expected to report any damage to clothing or safety equipment to their supervisor.

Employees in administrative or public-facing roles should wear business casual attire unless instructed otherwise.

Any branded clothing issued by the City should be clean and presentable and may not be altered in any way. Branded clothing should be returned to a supervisor at the end of employment with the City.

Q-3. CONFIDENTIALITY. All non-public matters regarding the operations, activities, and business affairs of the City of Edgerton, citizens, clients, and vendors are to be kept confidential to the greatest extent possible. No City of Edgerton–related documents, files, records, computer files, citizen lists, citizen requirements, vendor lists, financial information, products, and other related information may be removed from the City's premises without permission from the City of Edgerton except in the ordinary course of the City business. Do not share information about other employees without their permission. In addition, the contents of non-public City records or information may not be disclosed to anyone, except where required for a business purpose. Any employee leaving the City's employment should return all City of Edgerton–related information and property. Revealing confidential City information will result in discipline or other appropriate action.

a) Confidential Information. The City of Edgerton regards employee information as confidential and has established the following guidelines for such information.

    i. Release of Information Within the City. Access to any personnel file is limited to those who have proper authorization and a legitimate business reason, unless otherwise required by federal, state, local law or legal process.
    ii. Release of Information Outside of the City. All inquiries, whether by telephone or written request, regarding current or former employees shall be referred to the City Administrator or designee. In response to an outside request for information regarding a current or former employee, the City will only provide an employee's name, dates of employment, job title and department. No other data or information regarding any current or former employee, or his/her employment with the City of Edgerton, will be released unless the City of Edgerton is required by law to furnish any such information.

Q-4. VENDOR REFERENCES AND ENDORSEMENTS POLICY. The City of Edgerton may provide factual references for companies, vendors, or service providers with whom it has done business. These references may include information about the scope of work performed project outcomes, responsiveness, and overall satisfaction with the services provided.

City employees, officers, and officials may not provide or authorize the use of their names, photographs, job titles, quotes, or comments for marketing, promotional, or other commercial purposes. This includes but is not limited to:

- Testimonials or endorsements for vendor websites
- Quotes used in brochures, case studies, or advertisements
- Public use of logos, images of City facilities, or City letterhead for sales purposes

Requests for references or endorsements must be approved by the City Administrator or designee. Any such communications must be professional, factual, and avoid the appearance of favoritism or City sponsorship.

Q-5. LEGAL DISCLOSURE POLICY. All City of Edgerton employees are expected to maintain any licenses, certifications, or legal standing necessary to perform the duties of their position. Employees must notify their supervisor immediately if they are involved in any legal matter that may impact their ability to perform their job. This includes, but is not limited to:

(a) Any moving violation, accident, or suspension/revocation of a driver's license if the employee operates a City vehicle or equipment as part of their job duties
(b) Any arrest, criminal charge, or conviction that may affect the employee's ability to work, hold a required license, or maintain public trust
(c) Any loss or suspension of a required professional license or certification
(d) Any change in legal status (such as a court order) that impacts job responsibilities, safety, or compliance with City policy

Additional Requirements for CDL Holders
Employees who are required to hold a Commercial Driver's License (CDL) must comply with all applicable Department of Transportation (DOT) and Federal Motor Carrier Safety Administration (FMCSA) regulations. CDL-holding employees must report the following to their supervisor within 24 hours:

(a) Any moving violation, including those received while operating a personal vehicle
(b) Any conviction, license suspension, or revocation

(c) Any positive drug or alcohol test, refusal to test, or related violation under DOT regulations

(d) Failure to report incidents or legal changes may result in disciplinary action, up to and including termination of employment.

All reports will be handled with appropriate confidentiality, and the City will evaluate each situation on a case-by-case basis in accordance with applicable laws and policies.

Q-6. EMPLOYEE RELATIONSHIP TO THE GOVERNING BODY.

The City Administrator serves as the official link for all employees to the Governing Body. The Governing Body sets the vision and establishes policies to achieve that vision. Implementation and administration of that vision is the sole responsibility of the City Administrator. Employees should not communicate directly with a Governing Body Member, except in routine communication directly related to their job rather than policy development.

RESOLUTION NO. 02-26-26A

A RESOLUTION ADOPTING UPDATED PERSONNEL RULES AND REGULATIONS FOR THE CITY OF EDGERTON

WHEREAS, City Staff has prepared updates to the City's Personnel Rules and Regulations; and

WHEREAS, the City Council is supportive of implementing said updates.

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

Section 1. The attached Personnel Rules and Regulations are hereby adopted by the Governing Body.

Section 2. City Staff is directed to implement said revisions and to notify all employees of the revisions.

Section 3. This Resolution will become effective upon its adoption by the Governing Body on 26th Day of February, 2026.

_____
DONALD ROBERTS, Mayor

ATTEST:

_____
DUSTI CALLAHAN, City Clerk

APPROVED AS TO FORM:

_____
TODD LUCKMAN for
Stumbo Hanson, LLP, City Attorneys

EDGERTON
global routes. local roots.

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

City Council Action Item

Council Meeting Date: February 26, 2026

Department: Public Works

Agenda Item: Consider a Professional Services Agreement with Scarecrow Farm and Lawn for Right-of-Way Mowing and Edge Maintenance for 2026-2028

Background/Description of Item:
Since the 2016 mowing season, staff has contracted out the right-of-way (ROW) mowing activities along Homestead Lane for various reasons, primarily safety and a consistent level of service. Over the last several seasons this mowing was conducted on a bi-weekly basis, this equates to sixteen (16) total mows per year. The mowing contract will continue to include curb line trimming on a biweekly basis. As in earlier years, staff proposed a bid-alternate for mowing the 207th bridge separation acreage.

In preparation for Spring and Summer maintenance activities, the City of Edgerton solicited for Right-of-Way (ROW) Mowing Services bids in January 2026. As part of the bid process, staff requested bids for three seasons (2026-2028) to consider a multi-year contract.

The City of Edgerton purchasing policy requires competitive bidding of purchases over $1,000. Staff contacted local contractors to submit bid/quotes for the 2026-2028 LPKC mowing Contract agreement, as well as the 2026-2028 Grade Separation bid alternate. Staff communicated with five (5) local vendors and received responses from two (2) of the five (5) vendors. Each of the bids/quotes followed the provided bid/quote outline. This outline included cost per location and trimming and edging activities broken out.

All of the bids received are compiled into a bid tabulation sheet, shown below. Bids ranged from $23,152 to $35,552, including the bid-alternate.

	Bids (Annually)		
Company	**LPKC**	**207th grade Sep**	**combined annual**
Scarecrow Farm and Lawn	15,232	7,920	23,152
Enright Lawns	28,672	6,880	35,552

Staff recommends approving a three-year (2026-2028) contract with Scarecrow Farm and Lawn as the preferred mowing provider term of the contract, due to past knowledge, understanding and expectation of the service requested as well as the lowest combined overall cost.

Staff recommends approving the contract for both the base Contract (LPKC ROW) and the contract bid alternate (207th Street Grade Separation) for a combined annual bid amount of $23,152. The 207th Grade Separation more than doubled the amount of acreage mowed/maintained by the Parks & Recreation staff from 32 acres to 78 acres. Using the outside contractor for the 207th Grade Separation mowing/maintenance would allow the Parks & Recreation Department Staff to focus on Parks including The Greenspace and The Lawn in downtown.

The combined annual bid amount of $23,152 is within the allocated 2026 Annual Budget. The bid sets this annual price for all three years, 2026-2028.

The professional services agreement mowing contract was reviewed and approved by City Attorney. The agreement includes language for compliance with Kansas Cash Basis law related to multi-year contracts.

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

Funding Source: General Fund – Public works – Professional services

Budget Allocated: $27,700.00

x Karen E. Kindle

Finance Director Approval: Karen Kindle, Finance Director

Recommendation: Approve a Professional Services Agreement with Scarecrow Farm and Lawn for Right-of-Way Mowing and Edge Maintenance for 2026-2028 at amount not to exceed $23,152 annually

Enclosed: Professional Services Agreement Mowing Contract
Bid documents

Prepared by: Chase Forrester, Foreman

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (this "Agreement") is made and entered into as of the 1st day of April, 2026 (the "Effective Date") by and between Scarecrow Farm LawnCare, party of the first part, (the CONTRACTOR), and CITY OF EDGERTON, KANSAS, party of the second part, (the CITY).

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

Right-of-Way Mowing and Edge Maintenance

WHEREAS, the CONTRACTOR is qualified to perform the Professional Services desired by the CITY, and 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 CITY 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 "CITY" means the City of Edgerton.

1.4 "CONTRACTOR" means the company identified on page 1 and any additional parties they might employ (upon the approval of CITY) 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 "Services" is a description of the required work as shown in **Exhibit 1**.

SECTION 2 – RESPONSIBILITIES OF CONTRACTOR

2.1 SCOPE OF SERVICES: The CONTRACTOR 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 CONTRACTOR 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: Levi Fyock
Address: 1507 N. 9th St.E.
Louisburg, KS 66053
Phone: (913) 594-9721

2.2.2. **Standard of Care**: In the performance of professional Services, CONTRACTOR will use that level of care and skill ordinarily exercised by reputable members of CONTRACTOR's profession currently practicing in the same locality under similar conditions.

2.2.3. **Independent Contractor**: The CONTRACTOR is an independent contractor and as such is not an employee of the CITY.

2.2.4. **Insurance**: CONTRACTOR will maintain insurance for this Agreement, as specifically provided in **Exhibit 2.**

2.2.5. **Subcontracting of Service**: The CONTRACTOR shall not subcontract or assign any of the Services to be performed under this Agreement without first obtaining the approval of the CITY regarding the Services to be subcontracted or assigned and the firm or person proposed to perform the Services. Neither the CITY nor the CONTRACTOR shall assign any rights or duties under this Agreement without the prior consent of the other party.

2.2.6. **Force Majeure**: Should performance of Services by CONTRACTOR 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. CONTRACTOR 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 CONTRACTOR.

2.2.7. **Inspection of Documents**: The CONTRACTOR shall maintain Project records for inspection by the CITY during the contract period and for five (5) years from the date of final payment.

SECTION 3 – CITY RESPONSIBILITIES

3.1 GENERAL DUTIES AND RESPONSIBILITIES

3.1.1. **Communication**: The CITY shall provide to the CONTRACTOR information and criteria regarding the CITY's requirement for the Project; examine and respond in a timely manner to the CONTRACTOR's submissions and give notice to the CONTRACTOR whenever the CITY observes or otherwise becomes aware of any defect in the Services. The CITY represents that all information they provide is accurate. CONTRACTOR'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 CITY.

3.1.2. **Access**: The CITY will provide access agreements for the CONTRACTOR to enter public and private property when necessary.

3.1.3. **Duties**: The CITY 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 CITY's responsibility.

3.1.4. **Program and Budget**: The CITY shall provide full information stating the CITY's objectives, schedule, budget with reasonable contingencies and necessary design criteria so that CONTRACTOR 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 CITY.

3.1.6. **Project Representative**: The CITY will assign the person indicated below to represent the CITY in coordinating this Project with the CONTRACTOR, with authority to transmit instructions and define policies and decisions of the CITY. However, the Project Representative does not have authority to amend or alter this contract, and this Agreement may only be modified as provided herein.

Name:	Chase Forrester
Address:	404 East Nelson
	Edgerton, Kansas 66021
Phone:	(913) 893-6231 (Office) (913) 292-4077 (Cell)

SECTION 4 – PAYMENT

4.1 COMPENSATION

4.1.1. **Fee and Expense**: The CITY agrees to pay the CONTRACTOR a fee based on the Cost and Schedule: Exhibit 3. This fee is based on the scope of Services outlined in Exhibit 1 of this Agreement.

4.1.2. **Billing**: CONTRACTOR shall bill the CITY monthly for services and reimbursable expenses according to **Exhibit 3**. The bill submitted by CONTRACTOR shall itemize the services and reimbursable expenses for which payment is requested, notwithstanding any claim for interest or penalty claimed in a CONTRACTOR's invoice. The CITY agrees to pay within thirty (30) days of billing by the CONTRACTOR and any late payment will incur an interest charge of one and (1) percent per month.

4.1.3. **Change in Scope**: For modifications in authorized scope of services or project scope and/or modifications accepted by the CITY, when requested by the CITY and through no fault of the CONTRACTOR, the CONTRACTOR shall be compensated for time and expense required to incorporate such modifications at CONTRACTOR's standard hourly rates per Exhibit 3. CONTRACTOR shall correct or revise errors or deficiencies in its performance without additional compensation when due to CONTRACTOR's negligence, error or omission.

4.1.4. **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 CITY, unless it is

the result of an emergency, in which case the CITY 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 CITY reserves the right to terminate this Agreement for either cause or for its convenience and without cause or default on the part of the CONTRACTOR, by providing written notice of such termination to the CONTRACTOR. Such notice will be with Twenty-Four (24) hours' notice.

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

Upon receipt of such notice from CITY, the CONTRACTOR shall, at CITY's option as contained in the notice; Immediately cease all Services and meet with CITY to determine what Services shall be required of the CONTRACTOR in order to bring the Project to a reasonable termination in accordance with the request of the CITY. The CONTRACTOR shall also provide to the CITY digital and/or mylar copies of drawings and documents completed or partially completed at the date of termination.

5.1.2. **Compensation for Convenience Termination**: If CITY shall terminate for its convenience, as herein provided, CITY shall compensate CONTRACTOR for all Services completed to date prior to receipt of the termination notice.

5.1.3. **Compensation for Default Termination**: If the CITY shall terminate for cause or default on the part of the CONTRACTOR, the CITY shall compensate the CONTRACTOR 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.

5.2 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, CONTRACTOR and CITY agree first to try in good faith to settle the dispute by negotiations between senior management of CONTRACTOR and CITY. If such negotiations are unsuccessful, CONTRACTOR and CITY 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 CONTRACTOR by the CITY shall, at CITY'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 CONTRACTOR under this Agreement are instruments of service.

5.4 INDEMNIFY AND HOLD HARMLESS

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

5.4.2. CONTRACTOR shall indemnify and hold CITY, its employees, agents and officials harmless from and against any claim, judgment, demand, cause of auction or loss to the extent caused by: (i) CONTRACTOR'S breach of this Agreement; (ii) incurred as a result of the negligence, errors or omissions of the CONTRACTOR, 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 CONTRACTOR or the CITY 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 CONTRACTOR shall abide by known applicable federal, state and local laws, ordinances and regulations applicable to this Project until the services required by this Agreement are completed. CONTRACTOR 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 AFFIRMATIVE ACTION

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

5.13 SPECIAL PROVISIONS

5.13.1. 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 18th day of February, 2026.

CONTRACTOR:	**CITY:**
Scarecrow Farm Lawn Care **(Firm Name)**	**City of Edgerton, Kansas**
By: Levi Fyock	By:
Printed Name: Levi Fyock	Printed Name:
Title: Owner	Title:

END OF CONTRACTOR-CITY AGREEMENT

EXHIBIT 1
SCOPE OF SERVICES

The City of Edgerton, KS Public Works Department is soliciting bids for LPKC Mowing Services for the 2026, 2027, 2028 mowing seasons.

EXHIBIT 1

Scope of Services

Mow and edge right-of-way in the areas listed below and further described in Exhibit 3. These services are for the 2026, 2027, and 2028 seasons. At any time, additional areas need to be added or removed, the City will initiate a scope request and allow 30 days to resolve any contractual revisions.

The locations to be serviced are generally located along:

- Homestead Lane
- Waverly Road
- 199th Street
- 191st Street
- 207th Street
- 207th St Bridge - Grade Sep.

A map (Edgerton LPKC Mowing Map) and bid table (Below) with specified locations will be provided. Each location shall be bid separately, with costs itemized per mowing and totaled for the full season.

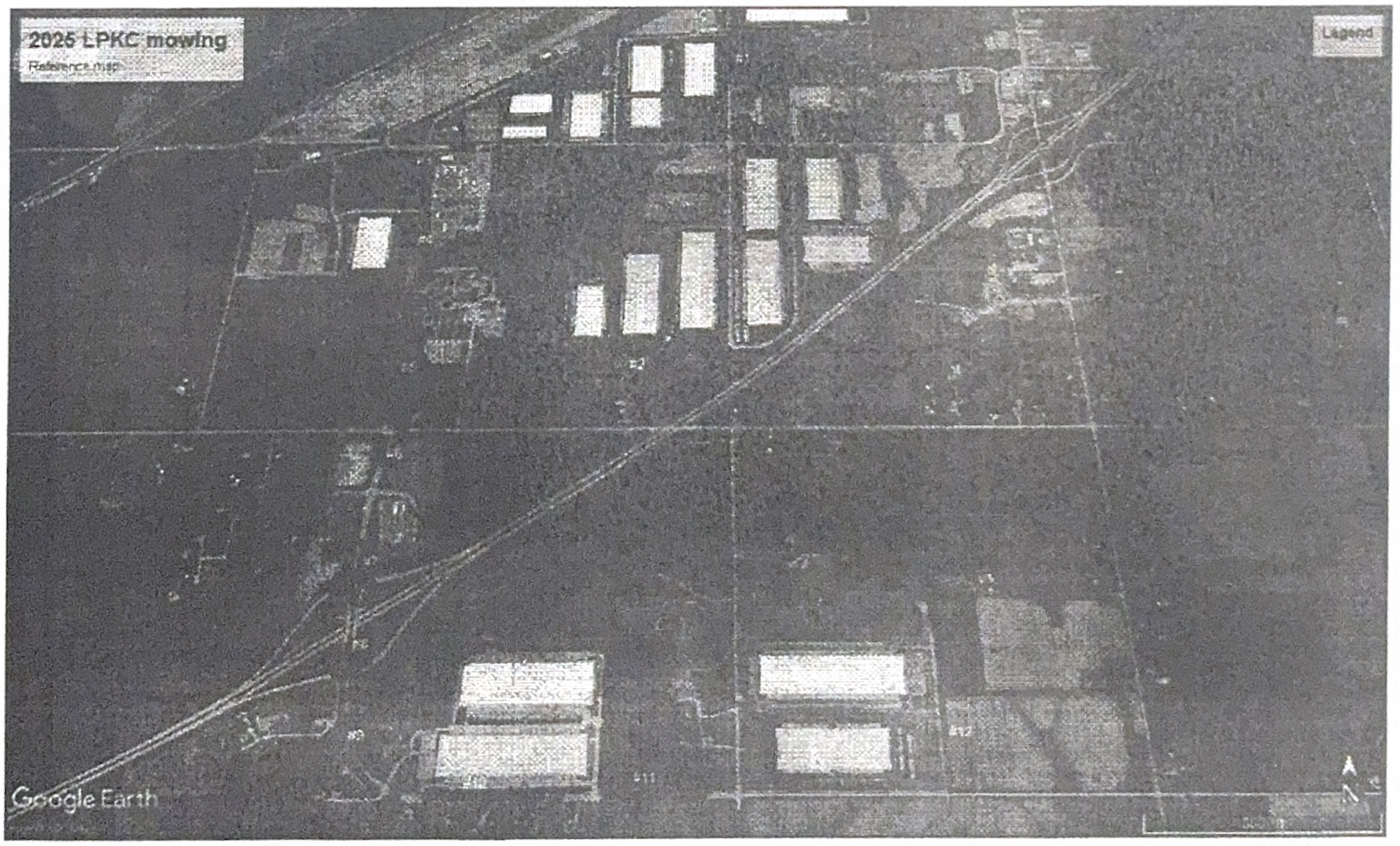

EXHIBIT 2

CITY OF EDGERTON, KS
INSURANCE REQUIREMENTS

CONTRACTOR 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 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, it's 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) WAIVER OF SUBROGATION

CONTRACTOR, 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.

(4) CERTIFICATE OF INSURANCE

Prior to commencing the work, CONTRACTOR shall furnish an acceptable certificate(s) of insurance, identifying insurers that write CONTRACTOR'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 CONTRACTOR's policies to validate coverage in effect if certificates are ambiguous. Annually, CONTRACTOR 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, CONTRACTOR shall require that the subcontracted CONTRACTOR(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. Acceptance of any certificate that does not comply with the above requirements shall not operate as a waiver of CONTRACTOR's obligations hereunder. And the fact that insurance is obtained by CONTRACTOR shall

not be deemed to release or diminish the liability of CONTRACTOR 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. CONTRACTOR 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

Pricing & Annual Adjustment

- Bidders shall submit pricing based on cost per mowing, itemized by individual location, and a total seasonal cost.
- Pricing submitted is for the term of the contract, 2026-2028
- Any revisions from the City and the Contractor should be submitting in writing and approved prior to the start of the season, or within 30 days of initial request.

Schedule

- The mowing season begins April 1st and continues through November 1st.
- The season consists of sixteen (16) mowing cycles.
- Mowing shall be performed on a bi-weekly basis, scheduled so that equal intervals between mowing cycles are maintained.
- Edging / weed control for each of the bid table locations shall be maintained in alignment with the bi-weekly mowing.

MOWING BID TABLE

Label	Area/Acre	Frequency	Per Mowing Cost	Total Cost
18845 Waverly Rd - #1	1.1	Bi weekly	$53	$848
Edging #1		Bi weekly	$21	$336
196th St - #2	1.5	Bi weekly	$63	$1,008
Edging #2		Bi weekly	$21	$336
191st and Homestead - #3	0.7	Bi weekly	$63	$1,008
Edging #3		Bi weekly	$21	$336
Homestead, South of 193rd - #4	0.6	Bi weekly	$42	$672
Edging #4		Bi weekly	$21	$336
Homestead, North of 199th - #5	2.4	Bi weekly	$97	$1,552
Edging #5		Bi weekly	$31	$496
Homestead, South of 199th - #6	0.12	Bi weekly	$32	$512
Edging #6		Bi weekly	$11	$176
Northern Homestead Interchange - #7	3.3	Bi weekly	$104	$1,664

Edging #7		Bi weekly	$26	$416
Southern Homestead Interchange - #8	1.9	Bi weekly	$67	$1,072
Edging #8		Bi weekly	$26	$416
207th St Curve - #9	1.2	Bi weekly	$62	$992
Edging #9		Bi weekly	$32	$512
West 207th St - #10	0.5	Bi weekly	$32	$512
Edging #10		Bi weekly	$21	$336
East 207th St - #11	0.7	Bi weekly	$26	$416
Edging #11		Bi weekly	$17	$272
Corliss Rd - #12	0.6	Bi weekly	$42	$672
Edging #12		Bi weekly	$21	$336
Combined Totals			$952	$15,232

This is a bid alternate for ROW within the city Limits.

Label	Area/Acre	Frequency	Per Mowing Cost	Total Cost
207th St Bridge - Grade Sep. ROW	17.5	Bi weekly	$425	$6,800
Edging		Bi weekly	$70	$1,120

EXHIBIT 4

SPECIAL PROVISIONS

No special provisions required for this project.

City of Edgerton - 4th Quarter 2025 Report
General Fund (Unaudited)

	YTD Actual	2025 Budget	% Used	Remaining
Revenues:				
Ad Valorem Tax	$ 3,045,540	$ 3,049,422	99.9%	$ (3,882)
City TIF Increment	$ (68,110)	$ (69,531)	98.0%	$ 1,421
Delinquent Tax	$ 14,130	$ -	n/a	$ 14,130
Motor Vehicle Tax	$ 49,967	$ 50,377	99.2%	$ (410)
Recreational Vehicle Tax	$ 1,104	$ 729	151.5%	$ 375
16/20M Vehicle Tax	$ 141	$ 141	100.0%	$ -
Local Alcoholic Liquor Tax	$ 7,431	$ 8,500	87.4%	$ (1,069)
Local Comp Use Tax	$ 370,043	$ 308,000	120.1%	$ 62,043
County Use Tax	$ 165,177	$ 157,000	105.2%	$ 8,177
Local Sales Tax	$ 672,712	$ 616,100	109.2%	$ 56,612
County Sales Tax	$ 462,976	$ 412,150	112.3%	$ 50,826
Franchise Tax	$ 230,284	$ 235,000	98.0%	$ (4,716)
Licenses & Permits	$ 215,971	$ 383,976	56.2%	$ (168,005)
Charges for Services	$ 162,174	$ 143,830	112.8%	$ 18,344
Fines & Forfeitures	$ 82,644	$ 120,000	68.9%	$ (37,356)
Miscellaneous	$ 32,276	$ -	n/a	$ 32,276
Investment Income	$ 135,675	$ 20,000	678.4%	$ 115,675
Total Revenue	$ 5,580,136	$ 5,435,694	102.7%	$ 144,441
Expenditures:				
General Government	$ 1,107,881	$ 1,125,955	98.4%	$ 18,074
Law Enforcement	$ 642,761	$ 698,244	92.1%	$ 55,483
Public Works	$ 734,555	$ 779,614	94.2%	$ 45,059
Parks	$ 513,245	$ 541,653	94.8%	$ 28,408
Facilities	$ 408,241	$ 506,787	80.6%	$ 98,546
Fleet Maintenance	$ 79,063	$ 80,027	98.8%	$ 964
Community Development	$ 408,256	$ 437,770	93.3%	$ 29,514
Economic Development	$ 558,946	$ 593,147	94.2%	$ 34,201
Information Technology	$ 107,133	$ 143,305	74.8%	$ 36,172
Employee Benefits	$ 676,109	$ 703,668	96.1%	$ 27,558
Total Expenditures	$ 5,236,190	$ 5,610,169	93.3%	$ 373,979
Sources Over(Under) Expenditures:	**$ 343,945**	**$ (174,475)**		
Other Financing Sources & Uses				
Transfers from Other Funds:				
Transfer from Capital Projects Fund	$ 59,589	$ -	n/a	$ (59,589)
Transfer from LPKC Ph 1 PIF	$ 305,520	$ 301,211	101.4%	$ (4,309)
Transfer from TIF Funds-City TIF Fee	$ 1,426	$ 1,459	97.7%	$ 33
Transfers to Other Funds:				
Transfer to Equipment Reserve Fund-General	$ (132,525)	$ (125,000)	106.0%	$ 7,525
Transfer to Capital Projects Fund	$ (37,740)	$ (3,000)	n/a	$ 34,740
Transfer to IT Equipment Reserve-General	$ (40,000)	$ (40,000)	100.0%	$ -
Total Other Financing Sources & Uses	$ 156,270	$ 134,670		
Beginning Fund Balance	$ 2,669,938	$ 2,288,368		
Estimated Ending Fund Balance		$ 2,248,563		
Unaudited Ending Fund Balance	**$ 3,170,154**			

Reserve Required	
17% of 2025 budgeted expenditures	$ 954,239
25% of 2025 budgeted expenditures	$ 1,403,292
Budget Authority	
2025 Budget Authority	$ 8,026,731
Remaining 2025 Budget Authority	$ 2,634,271
% of Budget Authority Used	67.2%

City of Edgerton - 4th Quarter 2025 Report
Water Fund (Unaudited)

	YTD Actual	2025 Budget	% Used	Remaining
Revenues:				
Charges for Services	$ 686,530	$ 533,440	128.7%	$ 153,089.72
Fines & Forfeitures	$ 8,199	$ 8,000	102.5%	$ 198.76
Miscellaneous	$ 584	$ -	n/a	$ 583.80
Investment Income	$ 12,765	$ 2,500	510.6%	$ 10,265.40
Total Revenue	$ 708,078	$ 543,940	130.2%	$ 164,137.68
Expenditures:				
Fleet Maintenance	$ 5,923	$ 8,763	67.6%	$ 2,840
Information Technology	$ 32,209	$ 39,711	81.1%	$ 7,502
Production	$ 205,453	$ 204,766	100.3%	$ (687)
Distribution	$ 64,915	$ 70,460	92.1%	$ 5,545
Administrative-Water	$ 177,659	$ 178,269	99.7%	$ 610
Employee Benefits	$ 43,096	$ 46,885	91.9%	$ 3,790
Debt Service	$ 14,955	$ 14,956	100.0%	$ 1
Total Expenditures	$ 544,210	$ 563,810	96.5%	$ 19,600
Sources Over(Under) Expenditures:	**$ 163,867**	**$ (19,870)**		
Transfer from Other Funds				
Transfer from Capital Project Fund	$ -	$ -	n/a	$ -
Transfers to Other Funds:				
Transfer to Equipment Reserve Fund-Water	$ (25,000)	$ (25,000)	100.0%	$ -
Transfer to Capital Projects Fund	$ (3,800)	$ -	n/a	$ 3,800
Transfer to IT Equipment Reserve-Water	$ (5,000)	$ (5,000)	100.0%	$ -
Transfer to Infrastructure Fund-Water	$ (7,500)	$ (7,500)	100.0%	$ -
Total	$ (41,300)	$ (37,500)		
Beginning Fund Balance	$ 251,677	$ 211,413		
Estimated Ending Fund Balance		$ 154,043		
Unaudited Ending Fund Balance	**$ 374,244**			

Reserve Required	
17% of 2025 budgeted expenditures	$ 95,848
25% of 2025 budgeted expenditures	$ 140,953
Budget Authority	
2025 Budget Authority	$ 755,352
Remaining 2025 Budget Authority	$ 252,442
% of Budget Authority Used	66.6%

City of Edgerton - 4th Quarter 2025 Report
Sewer Fund (Unaudited)

	YTD Actual	2025 Budget	% Used	Remaining
Revenues:				
Charges for Services	$ 971,026	$ 839,363	115.7%	$ 131,663
Licenses & Permits	$ 50	$ 100	50.0%	$ (50)
Fines & Forfeitures	$ 12,968	$ 10,000	129.7%	$ 2,968
Miscellaneous	$ -	$ -	n/a	$ -
Investment Income	$ 36,956	$ 3,500	1055.9%	$ 33,456
Total Revenue	$ 1,021,001	$ 852,963	119.7%	$ 168,038
Expenditures:				
Fleet Maintenance	$ 6,586	$ 9,978	66.0%	$ 3,392
Information Technology	$ 38,516	$ 50,423	76.4%	$ 11,908
Treatment Plant	$ 188,775	$ 207,980	90.8%	$ 19,205
Sewer Line Maintenance	$ 9,789	$ 13,200	74.2%	$ 3,411
Lift Stations/Vaults	$ 24,881	$ 38,950	63.9%	$ 14,069
Administrative-Sewer	$ 250,283	$ 310,661	80.6%	$ 60,379
Employee Benefits	$ 79,289	$ 95,368	83.1%	$ 16,079
Debt Service	$ 195,438	$ 195,438	100.0%	$ 1
Total Expenditures	$ 793,556	$ 921,999	86.1%	$ 128,444
Sources Over(Under) Expenditures:	**$ 227,445**	**$ (69,036)**		
Transfer from Other Funds:				
Transfer from Capital Projects Fund	$ 41,352	$ -	#DIV/0!	$ (41,352)
Transfers to Other Funds:				
Transfer to Equipment Reserve Fund-Sewer	$ (15,000)	$ (15,000)	n/a	$ -
Transfer to Capital Projects Fund	$ (53,800)	$ (50,000)		
Transfer to IT Equipment Reserve-Sewer	$ (5,000)	$ (5,000)		
Transfer to Infrastructure Fund-Sewer	$ (20,000)	$ (20,000)	100.0%	$ -
Total	$ (52,448)	$ (90,000)		
Beginning Fund Balance	$ 1,006,488	$ 750,791		
Estimated Ending Fund Balance		$ 591,755		
Unaudited Ending Fund Balance	**$ 1,181,485**			

Reserve Required

17% of 2025 budgeted expenditures	$ 156,740
25% of 2025 budgeted expenditures	$ 230,500

Budget Authority

2025 Budget Authority	$ 1,603,754
Remaining 2025 Budget Authority	$ 862,647
% of Budget Authority Used	46.2%

Utilities Quarterly Update

Nov 1, 2025 - Jan 31, 2026

Water

9,131,700
gallons pumped

1 Main Breaks

0 Failed Tests

Flushing

- 79,950 gallons flushed Nov-Jan
- 434,896 TOTAL gallons flushed in 2025

Testing

- Daily Chlorine
- Monthly Bac-T (Ecoli)
- Quarterly S2DBPR

Testing Manhours

- Avg 1 hr/day
- 6 hrs/month
- 3 hr/test, 4 per year

Baldwin Booster Pump Station had 1 new replacement pump installed.

Floors at Baldwin and Spooncreek Booster Pump Stations will be repainted soon

Locates

424

Locates include water and sewer lines.
Of the 424 locates, 19 were emergency locates.

Service Orders

Nov 1 - Jan 31

18
turn-offs for non-payment

59/34
move-ins/move-outs

32
continuous flow reports

Maintenance Highlights

5	Meter Changeout	**23**	New Meters Installed
12	Meter Maintenance	**1**	Fire Hydrant Repair

State Requirements

EPA Lead & Copper Rule - Next test in 2026
Annual Water Use Reports
Consumer Confidence Report - Annually in June
KDHE Sanitary Inspection - Every 3 yrs (due in 2026)

Edgerton Utilities is committed to providing excellent water, wastewater, and stormwater services that ensure the health and safety of our community with a focus on protecting our limited water resources efficiently and effectively for generations to come.

Utilities Quarterly Update

Nov 1, 2025 - Jan 31, 2026

Sewer

15,138,000 gallons treated

0 Leaks

0 Sanitary Sewer Overflow

SCADA System Alarms

A total of **2,172 SCADA alarm events** were recorded. Not all events are serious or require a call-out or immediate action; however, all alarms are reviewed in some capacity. Events are prioritized by severity, with critical alarms requiring immediate response, moderate alarms monitored for trends, and minor alarms acknowledged and logged.

Plant Maintenance

149,000 gallons of liquid sludge removed

120 tons of dry sludge removed

10+ daily maintenance operations

- BBCWWTP Clarifier 2 and Blower 1 electrical repair was conducted
- Headworks Screw screen maintenance conducted
- Clarifier 1 cleaning conducted monthly

Lift Station Maintenance

- EWWLS -3 inspections/week
- West 8th St LS - Weekly inspection
- Pump Maintenance performed on pumps at EWWLS
- Lift station- W 8th St repair & maintenance

Sewer Jetting Program

Sewer Jetting Program was completed for 2025

Certifications

1 Class 3 Operator
1 Class 2 Operator
1 Class 1 Operator (PW)
1 Certified Backflow Tester

State Requirements

- BBCWWTP Inspection/Collection System Inspection - Every 3 yrs (due in 2026)
- Stormwater Permit for BBCWWTP - Annually

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