

**EDGERTON SPECIAL CITY COUNCIL
MEETING AGENDA
CITY HALL, 404 EAST NELSON STREET
December 3, 2013**

Call to Order

1. **Roll Call** ____ Roberts ____ Longanecker ____ Crooks ____ Cross ____ Wiseman ____ Brown
2. **Welcome**
3. **Pledge of Allegiance**

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

4. Agenda Approval

Regular Agenda

5. **Public Comments.** Persons who wish to address the City Council regarding items not on the agenda and that are under the jurisdiction of the City Council may do so when called upon by the Mayor. Comments on personnel matters and matters pending before court or other outside tribunals are not permitted. Please notify the City Clerk before the meeting if you wish to speak. Speakers are limited to three (3) minutes. Any presentation is for informational purposes only. No action will be taken.
6. **Declaration.** At this time Council members may declare any conflict or communication they have had that might influence their ability to impartially consider today's issues.

Business Requiring Action

7. **CONSIDER RESOLUTION NO. 12-03-13A APPROVING A DEVELOPMENT AGREEMENT FOR CONSTRUCTION OF WATER TOWER AND A DEVELOPMENT AGREEMENT FOR LOGISTICS PARK INFRASTRUCTURE**

Motion: _____ Second: _____ Vote: _____

8. **CONSIDER AN ORDINANCE ANNEXING LAND [OWNED BY WILLIAM E. DAILEY AND LUCY E. DAILEY] INTO THE CITY OF EDGERTON, KANSAS**

Motion: _____ Second: _____ Vote: _____

9. **CONSIDER ACCEPTANCE OF A PERMANENT SANITARY SEWER EASEMENT FOR EXTENSION OF A PUBLIC SANITARY SEWER MAIN**

Motion: _____ Second: _____ Vote: _____

10. **CONSIDER RECESSING INTO EXECUTIVE SESSION PURSUANT TO K.S.A. 75-4319 (b) (1) PERSONNEL MATTERS OF NONELECTED PERSONNEL**

Motion: _____ Second: _____ Vote: _____

RECONVENE INTO OPEN SESSION

Discussion Item

11. Discussion regarding amending the personnel rules and regulations regarding workplace safety

12. **Report by the City Administrator**

13. **Report by the Mayor**

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

- December 6th 6:30 PM – Mayor’s Christmas Tree Lighting and Meet Santa
- December 10th 7:00 PM – Planning Commission and Holiday Light Judging
- December 11th 4:30 PM to 6:30 PM – Edgerton Holiday Open House
- December 12th 7:00 PM – City Council Meeting

15. **Adjourn** Motion: _____ Second: _____ Vote: _____

AGENDA ITEM INFORMATION FORM

Agenda Item: Consider Resolution No. 12-03-13A Approving a Development Agreement for Construction of Water Tower and a Development Agreement for Logistics Park Infrastructure

Department: Public Works

Background/Description of Item: On November 14, 2013, the City Council discussed the need for the construction of a water tower. During the negotiations for the development of Logistics Park Kansas City (LPKC) with Burlington Northern Santa Fe Railway (BNSF) and Edgerton Land Holding Company (ELHC), several pieces of infrastructure were identified as necessary to support the development. Based on a study performed by Carter Burgess for water infrastructure, the engineers recommended the construction of a 500,000 gallon elevated storage tank to support fire suppression for warehouse and distribution facilities in LPKC. Based on the recommendation of that study, the Public Infrastructure Financing Plan includes \$1.44 MM in funding for the elevated storage tank.

Logistics Park Kansas City is within the service boundary of Rural Water District No. 7 (JO7). The City has previously worked with JO7 staff to draft a development agreement outlining the requirements for each party regarding design, construction and future maintenance of the water tower.

Based on feedback received from City Council on November 14th, staff has worked with JO7 for a revised agreement. The updates to that agreement are outlined below.

- Agreement is now a three party agreement to include City of Edgerton, Rural Water District No. 7 and Edgerton Land Holding Company.
- Location. Previously the agreement identified the location on one of the three locations previously submitted by the Federal Aviation Administration (FAA) by JO7. The Agreement now states that the Water Tower shall be located on a parcel of land to be selected by the Developer that: (a) provides the appropriate hydraulic gradient to the District; (b) meets all federal, state, local permitting and zoning requirements; (c) is accessible to current road designations; and (d) is otherwise acceptable to the District. The Land shall be donated by the Developer to the District and the District shall not be responsible for paying any costs of acquiring the Land.
- Design. The agreement includes industry standards in Exhibit B required by JO7 to be included in the design.
- Timing. The revised agreement states that the water tower will be constructed no later than one year after the last to occur of: (a) approval by the District and the City of the design of the Water Tower; (b) approval by all zoning and permitting authorities (including the FAA) of the location, design and construction of the Water Tower; and (c) the receipt of any other required governmental permits or approvals for the design or construction of the Water Tower. This allows additional time for construction.
- Provision of Water and Fire Flow to Logistics Park. With execution of the revised agreement, the District agrees to provide, in accordance with Kansas law, the District's Bylaws and any relevant District rules and regulations, water service, including fire flow, to all buildings within the Logistics Park. As part of this Agreement, the District agrees to promptly accept applications for Fire Line Connections pursuant to applicable District policies, rules and regulations. This is critical as the Spec Building and DEMDACO building are ready to make application for fire suppression.
- Maintenance of District Charges. The most significant changes in the revised agreement are in regard to maintenance of district charges. The agreement states that "except as otherwise set forth in this Section, for a period of ten years, commencing from the date of this Agreement, the District agrees that it will, for users within the Logistics Park, maintain its current "Fire Line Connection Fees"

and "Benefit Unit Fees" contained in Exhibit C to this Agreement. Notwithstanding the immediately preceding sentence, however, the District may, within such 10-year period, raise its Fire Line Connection Fees and Benefit Unit Fees annually by a percentage which is no larger than the average annual percentage that the District increased its water rates to its domestic customers over the previous three year cumulative period." This language is significantly different as it applies to both the fire line connection fees and the benefit unit fees. JO7 has agreed to the maintenance of existing fees with minimal increases allowed due to the City and the developer taking on the risk of building the water tower.

Secondly, the City has prepared a Reimbursement Agreement the City and ELHC to address the financing of this infrastructure improvement. The agreement holds the developer responsible for all project costs for both design and construction which are eligible for reimbursement similar to the reimbursement for construction of Public Road South, approved by Edgerton City Council in August 2013. Based on this agreement, the City agrees to reimburse ELHC for its costs, with interest, when funds are available in the public infrastructure fund. The City has the sole discretion to determine when funds are available in the public infrastructure fund.

City's Intermodal Counsel, Scott Anderson, has reviewed and approved both Agreements. In addition, Mr. Anderson prepared Resolution No. 12-03-13A that would approve both the three party agreement with the City, JO7 and ELHC for construction of the water tower and the two party agreement with the City and ELHC for reimbursement of the funding of this construction.

Enclosures: Resolution No. 12-03-13A
Development Agreement for Construction of a Water Tower
Agreement

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

Recommendation: Approve Resolution No. 12-03-13A Approving a Development Agreement for Construction of Water Tower and a Development Agreement for Logistics Park Infrastructure

Funding Source: Public Infrastructure Fund

Prepared by: Beth Linn, City Administrator
Date: December 3, 2013

RESOLUTION NO. 12-03-13A

**RESOLUTION APPROVING A DEVELOPMENT AGREEMENT FOR
CONSTRUCTION OF WATER TOWER AND A DEVELOPMENT
AGREEMENT FOR LOGISTICS PARK INFRASTRUCTURE**

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

WHEREAS, the City has previously entered into a (a) Project Agreement (Intermodal Facility/Logistics Park) dated March 25, 2010, among the City, BNSF Railway Company, a Delaware Corporation (“BNSF”) and Edgerton Land Holding Company, LLC, a Kansas limited liability company (the “Developer”) (as assignee of The Allen Group – Kansas City, LLC, a Delaware limited liability company), (b) Public Infrastructure Financing Plan (Intermodal Facility/Logistics Park Kansas City) dated March 25, 2010, among the City, BNSF and the Developer, (c) Annexation Agreement dated March 25, 2010 (the “Annexation Agreement”), among the City, BNSF and the Developer, and (d) First Amendment to Project Agreement, Annexation Agreement and Public Infrastructure Finance Plan dated April 23, 2013, among the City, BNSF and the Developer, all for the purpose of assisting with the development of an intermodal facility and a logistics park; and

WHEREAS, the City, the Developer and Rural Water District No. 7 (the “District”) desire that a 500,000 gallon elevated storage tank be constructed to support the development of the logistics park (the “Project”); and

WHEREAS, to allow for the development of the Project, the City, the Developer and the District have negotiated a Development Agreement for Construction of a Water Tower, a copy of which is attached hereto as **Exhibit A** (the “Water Tower Agreement”), and the City desires to approve the execution and delivery of the Water Tower Agreement; and

WHEREAS, to allow for payment for the Project, the City and the Developer have negotiated a Development Agreement for Logistics Park Infrastructure, a copy of which is attached hereto as **Exhibit B** (the “Development Agreement”), and the City desires to approve the execution and delivery of the Development Agreement;

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

Section 1. Economic Development. The City Council hereby finds and determines that the construction of the Project to support the development of the logistics park will promote the general welfare and economic prosperity of the City and its inhabitants.

Section 2. Approval of the Water Tower Agreement. The City Council hereby approves the form of the Water Tower Agreement.

Section 3. Approval of the Development Agreement. The City Council hereby approves the form of the Development Agreement. The City Council further approves reimbursing the Developer for the costs of the Project in an amount not to exceed \$_____ in the manner described in the Development

Agreement. The City Administrator of the City is authorized to attach Exhibit B to the Development Agreement so long as the costs of the Project set forth in Exhibit B do not exceed \$_____.

Section 4. Execution of Agreements. The Mayor of the City is hereby authorized to enter into the Water Tower Agreement and the Development Agreement, in substantially the forms presented to and reviewed by the City Council at this meeting (copies of which upon execution shall be filed in the office of the City Clerk), with such changes therein as shall be approved by the Mayor, the Mayor's signature thereon being conclusive evidence of his approval thereof. The City Clerk of the City is hereby authorized and directed to attest to and affix the seal of the City to the Water Tower Agreement and the Development Agreement.

Section 5. Further Authority. The City shall, and the officers, employees and agents of the City are hereby authorized and directed to, take such action, expend such funds and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution and to carry out, comply with and perform the duties of the City with respect to the Water Tower Agreement and the Development Agreement.

Section 6. Effective Date. This Resolution shall take effect and be in full force immediately after its adoption by the Governing Body of the City.

ADOPTED this 3rd day of December, 2013.

CITY OF EDGERTON, KANSAS

[SEAL]

By: _____
Mayor

ATTEST:

City Clerk

Exhibit A

Form of Development Agreement for Water Tower

DEVELOPMENT AGREEMENT FOR CONSTRUCTION OF WATER TOWER

THIS DEVELOPMENT AGREEMENT FOR CONSTRUCTION OF WATER TOWER (the “Agreement”) is made this ____ day of December, 2013, among the City of Edgerton, Kansas, a municipal corporation (the “City”), Edgerton Land Holding Company, LLC, a Kansas limited liability company (“Developer”), and Rural Water District No. 7, Johnson County, Kansas (the “District”).

RECITALS:

A. BNSF Railway Company (“BNSF”) operates an intermodal facility that will provide multi-modal transportation for goods (the “Intermodal”) in the city limits of the City.

B. The City, BNSF and the Developer have entered into various agreements for the development of a logistics park that will contain numerous warehouse and distribution facilities on land surrounding the Intermodal (the “Logistics Park”). The boundaries of the Logistics Park are specifically set forth on the map attached to this Agreement as **Exhibit A**.

C. As recommended by the Carter Burgess study dated October 8, 2007, an engineering report regarding the supply of water to the Logistics Park, the District is requiring that a 500,000 gallon elevated storage tank (the “Water Tower”) be constructed to ensure sufficient fire flow for the Logistics Park.

D. The City, the Developer and the District now desire to enter into this Agreement to provide for the design and construction of the Water Tower and related matters.

AGREEMENTS:

NOW, THEREFORE, in consideration of the mutual terms, covenants and conditions contained herein, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

Section 1. Location of Water Tower. The Water Tower shall be located on approximately two acres of land (the “Land”) within the Logistics Park. The Water Tower shall be located on a parcel of land to be selected by the Developer that: (a) provides the appropriate hydraulic gradient to the District; (b) meets all federal, state, local permitting and zoning requirements; (c) is accessible to current road designations; and (d) is otherwise acceptable to the District. The Land shall be donated by the Developer to the District and the District shall not be responsible for paying any costs of acquiring the Land. The Developer shall transfer the Land to the District by warranty deed.

Section 2. Design of Water Tower. The Developer agrees to promptly commence, or cause to be commenced, at its sole expense, the engineering and design of the Water Tower in accordance with industry standards, including the standards set forth in **Exhibit B** and any applicable American Water Works Association (“AWWA”) standards. Such engineering and design work shall be performed by competent professionals who are acceptable to the District. Drawings and specifications for the construction of the Water Tower shall be submitted to the District and the City for approval. The Developer shall make all reasonable changes to the design of the Water Tower as may be requested by the District or the City.

Section 3. Construction of Water Tower. The Developer agrees to construct, or cause a third party to construct, at the Developer's sole expense, the Water Tower. The Water Tower shall be constructed in compliance with the drawings and plans approved by the District and the City. The Water Tower shall be constructed by competent professionals who are acceptable to the District. The Developer shall pay all costs of the design, inspection, engineering and construction of the Water Tower.

Section 4. Timing of Construction. The Developer agrees to use its best efforts to cause the Water Tower to be constructed on the Land no later than one year after the last to occur of: (a) approval by the District and the City of the design of the Water Tower; (b) approval by all zoning and permitting authorities (including the FAA) of the location, design and construction of the Water Tower; and (c) the receipt of any other required governmental permits or approvals for the design or construction of the Water Tower.

Section 5. Inspection Rights and Obligations. The City and the District shall have the right to inspect at any and all times, at their own cost and expense, the construction of the Water Tower. The Developer shall provide, at its expense, a competent professional or professionals acceptable to the District to routinely inspect the construction of the Water Tower. The Developer agrees to stop work on all or a portion of the Water Tower at any time if the City's inspector or the District's Resident Project Representative (the "District Consultant"), who will be qualified in the design and construction of similar water towers, provides a written opinion to the City or the District, as applicable, that the Water Tower is not being constructed in accordance with the approved design, plans and specifications or AWWA or other industry standards.

Section 6. Dedication of Water Tower. Upon the completion of the construction of the Water Tower to the District's satisfaction, the Developer agrees to dedicate and deed the Water Tower and the Land to the District. The District agrees to accept the dedication and deed of the Water Tower and the Land and agrees that the Water Tower and the Land shall, at the time they are transferred, become the property of the District. After such transfer, the District shall be responsible for all ongoing operation, maintenance and repairs to the Water Tower and upkeep of the Land.

Section 7. Provision of Water and Fire Flow to Logistics Park. In exchange for the Developer and the City undertaking their obligations in this Agreement, the District agrees to provide, in accordance with Kansas law, the District's Bylaws and any relevant District rules and regulations, water service, including fire flow, to all buildings within the Logistics Park. As part of this Agreement, the District agrees to promptly accept applications for Fire Line Connections pursuant to applicable District policies, rules and regulations.

Section 8. Maintenance of District Charges. Except as otherwise set forth in this Section, for a period of ten years, commencing from the date of this Agreement, the District agrees that it will, for users within the Logistics Park, maintain its current "Fire Line Connection Fees" and "Benefit Unit Fees" contained in **Exhibit C** to this Agreement. Notwithstanding the immediately preceding sentence, however, the District may, within such 10-year period, raise its Fire Line Connection Fees and Benefit Unit Fees annually by a percentage which is no larger than the average annual percentage that the District increased its water rates to its domestic customers over the previous three year cumulative period.

Section 9. Remedies; Specific Performance. Each party to this Agreement agrees that if it fails to perform when due any act required by this Agreement to be performed, then, in addition to whatever other remedies are available to the non-defaulting parties hereto, the non-defaulting parties all have the right to enforce specific performance of this Agreement against the defaulting party, and the non-defaulting parties shall be entitled to their reasonable costs, attorneys' fees and court costs in connection with such enforcement. No right or remedy conferred upon or reserved to any party in this Agreement is intended to be exclusive of any rights or remedies, and each and every right and remedy shall be cumulative and shall be in addition to every right and remedy given now or hereafter existing at law or in equity.

Section 10. Binding Effect. This Agreement shall be binding on and inure to the benefit of the parties and their respective officers, directors, shareholders, agents, attorneys, employees, successors and assigns. This Agreement shall be governed by and construed according to the laws of the State of Kansas. Time is of the essence with respect to the duties and obligations set forth herein.

Section 11. Representations. Each party represents and warrants that it (a) has made due and diligent inquiry into the facts and matters which are the subject matter of this Agreement; (b) fully understands the legal effect of this Agreement; and (c) is duly authorized and empowered to execute, deliver and perform this Agreement according to its terms and conditions.

Section 12. District Approval Standard. Whenever this Agreement requires any firm, person or expert to be acceptable to the District, the District agrees that it will not unreasonably withhold approval of such firm, person or expert.

Section 13. Evidence of Cost of Water Tower. The Developer agrees to provide the City and the District with a breakdown of the cost of the design, engineering and construction of the Water Tower. Upon the request of either the City or the District, the Developer agrees to provide supporting documentation for such breakdown, such as copies of purchase orders, receipts and contracts.

Section 14. No Waiver of Breach. No waiver of any condition or covenant contained in this Agreement or any breach thereof shall be taken to constitute a waiver of any subsequent condition, covenant or breach.

Section 15. Assignment. The Agreement may not be assigned or transferred, in whole or part, to any other person, firm, corporation, or entity without the prior, express, written consent of the other parties.

Section 16. Entire Agreement. This Agreement and the acts provided for herein is the entire agreement between the parties with respect to the subject matter hereof, the terms and provisions of this Agreement are contractual and not mere recitals and no alterations, amendment, modification, or interpretation hereof shall be binding unless in writing and signed by all parties.

Section 17. Notice Addresses. Any notice provided under this Agreement shall be sent by both email and first-class mail to the following email addresses and addresses:

If to the City: Edgerton City Hall
 Attention: City Administrator
 404 E. Nelson Street
 Edgerton, Kansas 66021

If to the Developer: Edgerton Land Holding Company, LLC
 Attention: Manager
 6300 North Revere, Suite 225
 Kansas City, Missouri 64151

If to the District: Rural Water District No. 7, Johnson County
 Attention: Manager
 534 West Main Street
 Gardner, Kansas 66030

Section 18. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original but all of which together shall be deemed to be one and the same instrument.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto on the date first above written.

CITY OF EDGERTON, KANSAS

By: _____
Mayor

Attest:

City Clerk

EDGERTON LAND HOLDING COMPANY, LLC

By: _____

WATER DISTRICT NO. 7, JOHNSON COUNTY

By: _____
William Gay, Chairman

Attest:

Charles Finley, Secretary

EXHIBIT A

LOGISTICS PARK BOUNDARIES

EXHIBIT B

ENGINEERING AND DESIGN STANDARDS

1. FAA Approval, or mitigated to the point that would allow construction
2. Environmental Study (if required by zoning/funding authorities)
3. Favorable Geotechnical Report
4. Conditional Use Permit by local zoning for a period of ____ years. (Allowable extent by City)
5. Easements to provide utility access and ingress/egress
6. Roadway Construction (if needed) to access site
7. Style of Tank: Composite Elevated Storage Tank w/welded steel bowl and concrete column. (AWWA Standard D107 current edition: Composite Elevated Tanks for Water Storage)
8. All welds will be seal-welded on steel bowl
9. Access to interior: Double Man Door (Width size 6 feet)
10. Door Locks, keyed to District facilities (by JO7)
11. Aesthetic Painting/Logo: Painting (Described below). To be determined by District. 2 or 4 logos to be equally shared by JO7 & Edgerton
12. Roof Access through center of tank bowl. Minimum 4' diameter
13. Interior Control Room to allow altitude valve and bypass. SCADA equipment, accessory brackets, electrical panels, transducer, tank mixing system panel, chlorine analyzer, HVAC and dehumidifier are all to be located in control room. Skid mounted, or constructed on-site.
14. Interior Lighting and receptacles
15. Exterior Lighting (if desired by Edgerton)
16. Tank Mixing System approved by JO7 & KDHE
17. Insulated Inlet piping
18. Altitude Control Device (JO7 will determine, with an analysis, if this is needed)
19. Antenna Mounting brackets for SCADA equipment and cabling conduits
20. Redundant Obstruction Lighting
21. Tank Lead Line – 16" Restrained Joint
22. Fencing to surround facility with access gates
23. Chlorine Analyzer to SCADA
24. Tank Drain – Fire hydrant on tank lead line with valve to allow draining of the tank through lead line
25. Tank Overflow Piping to ground, or storm box
26. Tank Bowl Draining System accessible by interior walkway/ladder
27. Tank Bowl & Riser Condensate Drain
28. Tank Bowl Access Hatches (2 Top & 1 Bottom)
29. Site Survey & Legal Description – Needed for CUP application and permitting
30. Site Development Plan
31. Tank Elevations
32. Concrete Parking pad (outside garage door & Sidewalk)
33. Perimeter sidewalk from Parking pad to access doors
34. Copy of all reports, reviews, inspection records, shop drawings, O & M manuals for all equipment and facilities
35. 2-year Warranty Requirements to JO7
36. SCADA (by JO7)
37. Painting:

- 1) Surface cleaning and application.

- a) Tank bowl exterior surfaces.
 - i. Surface preparation - SSPC SP 6.
 - ii. Shop primer - Apply to blast-cleaned surfaces before any rust bloom forms (within 6 hours).
 - iii. Field touch up – Apply to blast cleaned surfaces such as weld seams and abraded areas before any rust bloom forms (within 4 hours).
 - iv. Field finish coats – Tint first coat to aid in complete coverage.
- b) Tank bowl Interior surfaces.
 - i. Surface preparation - SSPC SP 10.
 - ii. Shop coat primer - Apply to blast-cleaned surfaces before any rust bloom forms (within 6 hours).
 - iii. Field touch up – Apply to blast cleaned surfaces such as weld seams and abraded areas before rust bloom forms (within 4 hours).

1) Tank Bowl Exterior Surfaces:

- a) 1 coat 94-H20 Hydro-Zinc (shop primer) (2.5-3.5 mils dry).
- b) Field touch-up - Spot prime with 91-H20 Hydro-Zinc (primer) (2.5-3.5 mils dry).
- c) 1 coat 73 Endura-Shield (2.5-3.5 mils dry).
- d) 1 coat 700 HydroFlon (2.0 -3.0 mils-dry).
- e) Total minimum dry film thickness shall be 7.0 mils.
- f) Lettering - 1 coat 75 Endura-Shield, 1 coat 76 Endura-Clear).

2) Tank Bowl Interior Surfaces.

- a) Shop primer: 1 coat 94-H20 Hydro-Zinc at 2.5-3.5 mils dry.
- b) Field touch-up: Spot prime with 91-H20 Hydro-Zinc at 2.5-3.5 mils dry.
- c) Field intermediate coat: 1 coat Series 20 Pota-Pox at 4.0-6.0 mils dry.
- d) Field finish coat: 1 coat Series 20 Pota-Pox White Finish coat at 4.0-6.0 mils dry.
- e) Total minimum dry film thickness shall be 10.5 mils.

EXHIBIT C

FIRE LINE CONNECTION CHARGES

Connection Size	Application Fee	Connection Fee	Total Fees
2"	\$ 250	\$ 500	\$ 750
4"	\$ 500	\$ 750	\$ 1,250
6"	\$ 750	\$ 1,250	\$ 2,000
8"	\$ 1,000	\$ 2,000	\$ 3,000
10"	\$1,250	\$ 2,500	\$ 3,750
12"	\$ 1,500	\$ 3,000	\$ 4,500

Exhibit B

Form of Development Agreement for Logistics Park Infrastructure

DEVELOPMENT AGREEMENT FOR LOGISTICS PARK INFRASTRUCTURE

(Water Tower – Rural Water District No. 7, Johnson County, Kansas)

THIS DEVELOPMENT AGREEMENT FOR LOGISTICS PARK INFRASTRUCTURE (the “Agreement”) is made this ____ day of December, 2013, between Edgerton Land Holding Company, LLC, a Kansas limited liability company (“Developer”) and the City of Edgerton, Kansas, a municipal corporation (the “City”).

RECITALS:

A. The City of Edgerton, Kansas (the “City”) has previously entered into a Public Infrastructure Financing Plan dated March 25, 2010, as amended by the First Amendment to Project Agreement, Annexation Agreement and Public Infrastructure Financing Plan dated April 23, 2013 (the “Finance Plan”) with BNSF Railway Company (“BNSF”) and the Developer (as successor to The Allen Group – Kansas City, LLC).

B. The Finance Plan requires the City to make certain Public Infrastructure Improvements (as defined in the Finance Plan) when certain square footage requirements described in the Finance Plan are met, so long as sufficient funds are available in the Public Infrastructure Fund (as defined in the Finance Plan).

C. The City and the Developer have entered into a Development Agreement for Construction of Water Tower dated December ____, 2013 (the “Water Tower Agreement”) with Water District No. 7, Johnson County, Kansas (the “District”), pursuant to which the Developer agrees to design, engineer and construct a 500,000 gallon elevated storage tank (the “Project”).

D. The parties declare that the Project constitutes Public Infrastructure Improvements, but the parties recognize that sufficient funds are not available in the Public Infrastructure Fund at this time to construct the Project.

E. The Developer has agreed to pay for all of the costs of the Project and to further assist the City in the performance of its obligations under the Water Tower Agreement in the manner set forth herein, and the City has agreed to reimburse the Developer from funds in the Public Infrastructure Fund when such funds are available on the terms set forth herein.

E. The Developer and the City now desire to enter into this Agreement.

AGREEMENTS:

NOW, THEREFORE, in consideration of the mutual terms, covenants and conditions contained herein, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

Section 1. Design and Construction of Project. The parties agree to perform their respective duties and obligations in the Water Tower Agreement. The parties agree that the Project constitutes a Public Infrastructure Improvement

Section 2. Project Costs. The anticipated costs of designing and constructing the Project are set forth on the attached **Exhibit A**. All costs associated with designing, engineering and constructing the Project shall be paid for by the Developer. No cost shall be paid or incurred by the City for designing, engineering, constructing or managing the construction of any of the Project, but such costs shall be eligible for reimbursement pursuant to this Agreement.

Section 3. Reimbursement of Developer Expenses.

(a) **Costs Eligible for Reimbursement.** The City agrees to reimburse the Developer for all costs of designing, engineering and constructing the Water Tower that the Developer incurs pursuant to the Water Tower Agreement (“Project Costs”). The City is under no obligation to reimburse the Developer for any Project Costs that exceed the estimates on the attached **Exhibit A** unless the City consents to such higher costs. The City Administrator shall have authority to approve Project Cost overruns up to 110% of the amounts set forth on **Exhibit A**. Project Cost overruns in excess of this amount must be approved by the Governing Body of the City.

(b) **Certification of Eligible Project Costs.** The Developer shall certify all Project Costs to the City upon the completion of the Project. The Developer shall provide such supporting detail as the City may request.

(c) **Developer Interest.** The City agrees that the Developer shall also be reimbursed for its actual interest costs for obtaining funds to pay for Project Costs. The parties agree the rate of interest to be reimbursed to the Developer shall not exceed 9.5% per annum. Interest shall be calculated from the date that the Developer actually pays for the applicable Project Costs.

(d) **When Reimbursement Due.** The City shall reimburse the Developer for Project Costs and interest from funds on deposit in the Public Infrastructure Fund. The City shall, in its sole discretion, determine when sufficient funds are available in the Public Infrastructure Fund to make such reimbursements. When determining whether sufficient funds are available in the Public Infrastructure Fund, the City shall take in to account all other obligations to be paid from the Public Infrastructure Fund. The City may, in its sole discretion, make partial reimbursement payments at any time. Any such partial reimbursement payments shall first be applied to interest due with the remainder being applied to the reimbursement of Project costs.

The City agrees to use the proceeds of either (i) a loan from the KDOT intermodal revolving fund if such loan is issued for the purpose of paying or reimbursing Project Costs, or (ii) home rule revenue bonds, to make reimbursements to the Developer pursuant to this Agreement. The City agrees to make such reimbursements promptly after funds are available from such KDOT intermodal revolving fund loan or home rule revenue bonds.

(e) **Subordination of Reimbursement Payments.** The Developer agrees that the obligation of the City to make any and all reimbursement payments is junior and subordinate to the following obligations or project costs which are to be paid by the City from the Public Infrastructure Fund:

(i) the indebtedness evidenced by the Loan Agreement dated as of April 30, 2012, between the City and The Kansas Department of Health and Environment acting on behalf of the State of Kansas;

(ii) the City’s General Obligation Bonds, Series 2012A; and

(iii) the costs of constructing the quiet zone that is not located within the corporate limits of the City.

Section 4. Remedies; Specific Performance. Each party to this Agreement agrees that if it fails to perform when due any act required by this Agreement to be performed, then, in addition to whatever other remedies are available to the non-defaulting parties hereto, the non-defaulting party shall have the right to enforce specific performance of this Agreement against the defaulting party, and such non-defaulting party shall be entitled to its reasonable costs, attorneys' fees and court costs in connection with such enforcement. No right or remedy conferred upon or reserved to any party in this Agreement is intended to be exclusive of any rights or remedies, and each and every right and remedy shall be cumulative and shall be in addition to every right and remedy given now or hereafter existing at law or in equity.

Section 5. City Requirements and Prior Approval. The parties agree that this Agreement in no way constitutes a waiver of any requirements of City ordinances or policies applicable to construction of public improvements, and does not in any way constitute prior approval of any future proposal for development or expansion of the Project.

Section 6. Indemnification. In addition to the remedies available to the City under this Agreement, the Developer agrees to indemnify the City for any costs, expenses or other damages the City incurs resulting from a breach by the Developer of any of its obligations in the Water Tower Agreement.

Section 7. Binding Effect. This Agreement shall be binding on and inure to the benefit of the parties and their respective officers, directors, shareholders, agents, attorneys, employees, successors and assigns. This Agreement shall be governed by and construed according to the laws of the State of Kansas. Time is of the essence with respect to the duties and obligations set forth herein.

Section 8. Representations. Each party represents and warrants that it (a) has made due and diligent inquiry into the facts and matters which are the subject matter of this Agreement; (b) fully understands the legal effect of this Agreement; and (c) is duly authorized and empowered to execute, deliver and perform this Agreement according to its terms and conditions.

Section 9. No Waiver of Breach. No waiver of any condition or covenant contained in this Agreement or any breach thereof shall be taken to constitute a waiver of any subsequent condition, covenant or breach.

Section 10. Assignment. The Agreement may not be assigned or transferred, in whole or part, to any other person, firm, corporation, or entity without the prior, express, written consent of the other party.

Section 11. Entire Agreement. This Agreement and the acts provided for herein is the entire agreement between the parties with respect to the subject matter hereof, the terms and provisions of this Agreement are contractual and not mere recitals and no alterations, amendment, modification, or interpretation hereof shall be binding unless in writing and signed by all parties. The underlined paragraph headings are for the convenience of the reader, and are not intended to modify, expand or limit the material terms of each section or subsection in this Agreement. All Exhibits referenced in this Agreement are incorporated into this Agreement by such reference as if set forth in full in the text of this Agreement.

Section 12. Notice Addresses. Any notice provided under this Agreement shall be sent by both email and first-class mail to the following email addresses and addresses:

If to the City: Edgerton City Hall
Attention: City Administrator
404 E. Nelson Street
Edgerton, Kansas
Email: blinn@edgertonks.org

If to the Developer: Edgerton Land Holding Company, LLC
Attention: Manager
6300 North Revere, Suite 225
Kansas City, Missouri 64151
Email: probinson@northpointkc.com

Section 13. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original but all of which together shall be deemed to be one and the same instrument.

[Remainder of page intentionally blank.]

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto on the date first above written.

CITY OF EDGERTON, KANSAS

By: _____
Mayor

Attest:

City Clerk

EDGERTON LAND HOLDING COMPANY, LLC

By: _____

EXHIBIT A

COSTS OF CONSTRUCTING AND DESIGNING THE PROJECT

AGENDA ITEM INFORMATION FORM

Agenda Item: Consider an Ordinance Annexing Land [Owned By William and Lucy Daily] Into The City Of Edgerton, Kansas

Department: Administration

Background/Description of Item: City Council previously approved Ordinance No. 957 on November 14, 2013 annexing property owned by William E. Dailey and Lucy E. Dailey (Parcels # 2F221435-2004 and 2F221435-2008). However, the general description in the ordinance incorrectly referenced the location of the property. The correct general description is 0.2 miles east of Waverly road along the north side of 191st Street. The enclosed Ordinance No. 957 repeals the previous ordinance and corrects the general location.

Enclosure: Draft Ordinance

Related Ordinance(s) or Statute(s): K.S.A. 12-520

Recommendation: Approve an Ordinance Annexing Land [Owned By William And Lucy Daily] Into The City Of Edgerton, Kansas

Funding Source: N/A

Prepared by: Beth Linn, City Administrator
Date: December 2, 2013

ORDINANCE NO. ____

AN ORDINANCE ANNEXING LAND [OWNED BY WILLIAM AND LUCY DAILY] INTO THE CITY OF EDGERTON, KANSAS

WHEREAS, the land legally described in the attached **Exhibit A**, generally located .2 miles East of Waverly Road on the North side of Waverly Road, adjoins the City of Edgerton, Kansas; and

WHEREAS, the owners of the land described in **Exhibit A** attached hereto have signed a written consent authorizing the City to annex such land pursuant to K.S.A. 12-520, as amended, said Consent attached as **Exhibit A**; and

WHEREAS, the governing body of the City of Edgerton, Kansas finds it advisable to annex such land.

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

SECTION ONE: Annexed Property. That the land described in **Exhibit A** attached hereto is hereby annexed and made a part of the City of Edgerton, Kansas.

SECTION TWO: Filing of Ordinance. The Clerk of the City of Edgerton, Kansas shall cause a certified copy of this ordinance to be filed with the County Clerk, Register of Deeds, and County Election Commissioner of Johnson County, Kansas.

SECTION THREE: Effective Date. This ordinance shall take effect and be in force from and after its adoption and publication in the official newspaper of the City of Edgerton, as provided by law.

ADOPTED AND APPROVED this 14th day of November, 2013, by the Governing Body of the City of Edgerton, Kansas.

Donald Roberts, Mayor

Attest:

Janeice L. Rawles, City Clerk

Approved as to form and legality:

Patrick G. Reavey, City Attorney

AGENDA ITEM INFORMATION FORM

Agenda Item: Consider Acceptance of a Permanent Sanitary Sewer Easement for Extension of a Public Sanitary Sewer Main

Department: Administration

Background/Description of Item: The Schlager Family, LLC owns the property along the north side of 191st Street just east of Homestead Lane (Parcel No. BF221434-2001). This land was annexed into the City of Edgerton on February 14, 2013. The entire parcel was zoned L-P Logistics Park on March 21, 2013. Then on September 12, 2013, the western 12 acres was re-zoned to I-H, Heavy Industrial to accommodate a grain export company Trans Coastal Supply, Co. that operates a similar business to DeLong.

As part of the Big Bull Creek Wastewater Treatment Facility and Conveyance system project, the City of Edgerton extended a short sanitary sewer main from the Intermodal Lift Station to the northeast corner of the Schlager property in exchange for an easement for the force main. This connection point is meant to serve the entire Schlager property. As part of the development of the western twelve acres for Trans Coastal, that development needs access to the sanitary sewer connection.

Because the sanitary sewer main extension will serve more than one property owner, the Schlager family needs to dedicate a permanent sanitary sewer easement and the main will become a public main extension. Trans Coastal will have to submit plans for that main extension to the City Engineer and Kansas Department of Health and Environment (KDHE) for review and approval. This process could also have been accomplished by dedicating an easement on a final plat. However, Lot 2 (the remainder of the parent parcel) is not anticipated to be final platted until a tenant is identified.

City Attorney has reviewed and approved the easement.

Enclosure: Permanent Sanitary Sewer Easement

Related Ordinance(s) or Statute(s):

Recommendation: Approve Acceptance of a Permanent Sanitary Sewer Easement for Extension of a Public Sewer Main

Funding Source: N/A

Prepared by: Beth Linn, City Administrator
Date: December 2, 2013

PERMANENT SANITARY SEWER EASEMENT

THIS AGREEMENT, Made and entered into this ____ day of _____, 2013, by SCHLAGEL FAMILY LLC, a Kansas limited liability company, hereinafter called Grantor, and the CITY OF EDGERTON, KANSAS, a Municipal Corporation, located in the County of Johnson, State of Kansas, hereinafter called Grantee.

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

SECTION ONE GRANT OF PERMANENT EASEMENT

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

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

SECTION TWO RESTRICTED USE BY GRANTOR

Grantor shall not interfere with the exercise by Grantee of the rights granted herein. Grantor shall not construct or permit to be constructed any building or structure on the above described easement area or interfere with the construction, maintenance, or operation of sanitary sewer lines and appurtenance constructed pursuant to this instrument. Grantor is specifically permitted to use the easement area for parking lots, roads, drives, landscaping, curbing and other similar uses. Grantee agrees to that, after the initial installation of the Sanitary Sewer, to either repair or replace to its then condition, or pay damages for the same should Grantee damage the

surface of the easement area as a result of repairs, replacement or other activity that damages such surface, including any permitted uses of such surface.

SECTION THREE
WARRANTY OF TITLE

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

SECTION FOUR
EFFECT OF AGREEMENT

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

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

GRANTOR:

SCHLAGEL FAMILY LLC

By: _____
George J. Schlagel, Manager
201 E. Loula St.
Olathe, Kansas 66061

GRANTEE:

CITY OF EDGERTON, KANSAS
A Municipal Corporation

By: _____
Beth Linn, City Administrator

ATTEST:

Janeice Rawles, City Clerk

ACKNOWLEDGMENT

STATE OF KANSAS)
) ss:
COUNTY OF JOHNSON)

BE IT REMEMBERED, That on the ____ day of _____, 2013, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came George J. Schlagel, Manager of Schlagel Family LLC, a Kansas limited liability company, who is personally known to me to be the same person who executed as such officer/member the foregoing instrument of writing on behalf of said entity and said person duly acknowledged the execution of the same to be the act and deed of said entity.

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

Notary Public

My Appointment Expires:

ACKNOWLEDGMENT

STATE OF KANSAS)
) ss:
COUNTY OF JOHNSON)

BE IT REMEMBERED, That on the ____ day of _____, 2013, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Beth Linn, City Administrator of the City of Edgerton, Kansas, and Janeice Rawles, City Clerk of said City, who are personally known to me to be the same persons who executed as such officers the within instrument on behalf of said City, and such persons duly acknowledged the execution of the same to be the act and deed of said city.

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

Notary Public

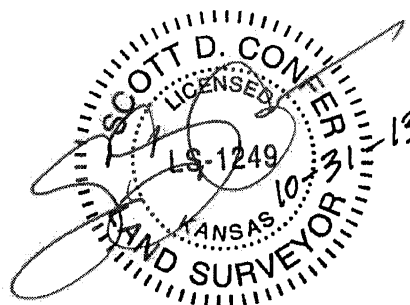
My Appointment Expires:

LEGAL DESCRIPTION FOR
15 FOOT SANITARY EASEMENT
SW 1/4, SEC. 34-14-22
EDGERTON, JOHNSON COUNTY, KANSAS

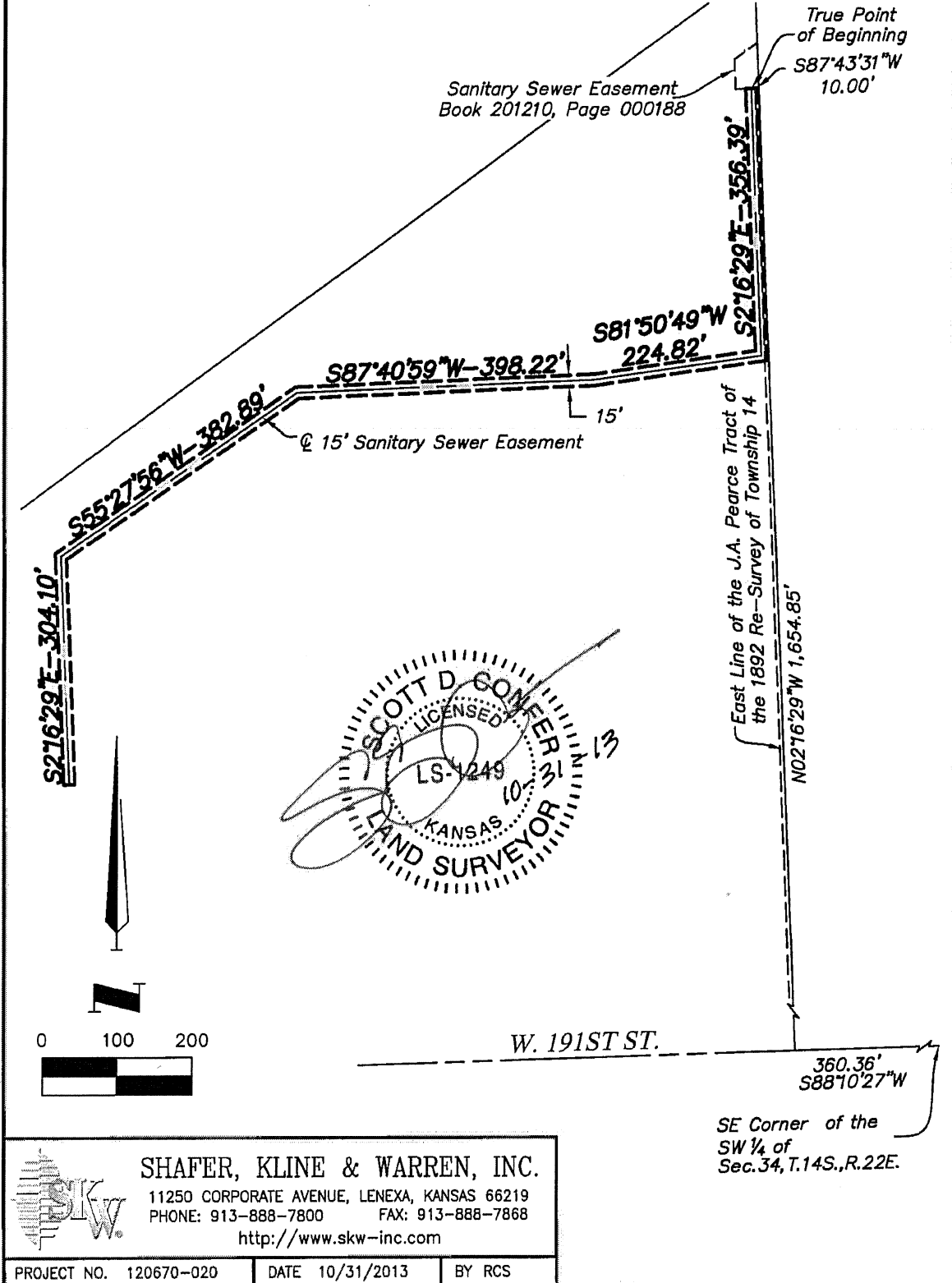
A strip of land 15 feet in width across a part of the SW 1/4 of Section 34, Township 14, Range 22, lying 7.5 feet each side of the following described line:

Commencing at the Southeast corner of the SW 1/4 of said Section 34; thence S 88° 10' 27" W, along the South of the SW 1/4 of said Section 34, a distance of 360.36 feet, to the Southeast corner of the J.A. Pearce Tract as shown and described in the 1892 Re-Survey of said Section 34, Township 14 South, Range 22 East, Johnson County, Kansas; thence N 02° 16' 29" W, along the East line of said J.A. Pearce Tract, a distance of 1654.85 feet; thence S 87° 43' 31" W, perpendicular to the East line of said J.A. Pearce Tract, a distance of 10.00 feet, to a point on the South line of an existing sanitary sewer easement recorded in Book 201210, Page 000188 in the Register of Deeds Office Johnson County, Kansas, said point being the True Point of Beginning of said centerline; thence S 2° 16' 29" E, a distance of 356.39 feet; thence S 81° 50' 49" W, a distance of 224.82 feet; thence S 87° 40' 59" W, a distance of 398.22 feet; thence S 55° 27' 56" W, a distance of 382.89 feet; thence S 2° 16' 29" E, a distance of 304.10 feet, to the point of termination.

The above described tract contains 25,023 sq. ft. or 0.115 acres more or less.



EXHIBIT



AGENDA ITEM INFORMATION FORM

Agenda Item: Discussion regarding amending the personnel rules and regulations regarding workplace safety

Department: Administration

Background/Description of Item: As presented to the Edgerton City Council on November 14, 2013, the Edgerton City Code requires the Governing Body to adopt certain Personnel Rules and Regulations. These rules are intended to communicate the current personnel policies and practices of the City of Edgerton. These were adopted by Resolution No. 06-11-09A on June 11, 2009.

On July 1, 2013 Governor Brownback signed HB 2052. The new legislation allows municipalities to exclude people licensed to carry conceal carry handguns if the municipal building has "adequate security measures." Adequate security is defined in the bill as "the use of electronic equipment and personnel at public entrances to detect and restrict the carrying of any weapons into the state or municipal building." As advised by the Governing Body on June 27, 2013, the City of Edgerton will not be requesting a 4-year exemption for any municipal building. However, staff did examine the existing city personnel regulations with regard to conceal carry for employees.

On November 14, 2013, staff has provided a draft amendment to Article M of the current City of Edgerton Personnel Rules and Regulations which establishes Workplace Safety. Provided with this packet is the existing Article M and the proposed amendment presented on November 14th. Changes included in Revision 1 are highlighted in yellow.

Since that meeting, staff has researched how other cities are approaching this subject with regard to city-owned facilities and employees. The following cities are known to be filing for the 4-year year exemption from the carrying of concealed weapons in municipal buildings: Gardner, Olathe and Spring Hill. These same cities also intend to prohibit employees from carrying weapons.

The following agencies will not be filing for the 4-year exemption and will not be prohibiting the public carrying of concealed weapons in municipal buildings: Shawnee, Merriam, DeSoto, Miami County, and Roeland Park. Similarly, these agencies will not be restricting carrying by employees at this time.

Based on feedback provided by the Governing Body on November 14th, the staff has prepared two amendments to the existing Article M. Included with the council packet is the existing Article M; Revision 1 (presented on 11-14 that would prevent an employee from conceal/carry with changes highlighted in yellow); and Revision 2 that would allow an employee to carry a firearm if allowed by the State (see changes highlighted in green). This language is intended to allow an employee to conceal/carry if properly licensed. Note there is not language about the employee providing proof to the City that they are properly licensed as City Attorney determined that is prohibited.

Enclosures: Article M
Revision 1 to Article M
Revision 2 to Article M

Related Ordinance(s) or Statute(s): HB2052

Recommendation: None

Funding Source: N/A

Prepared by: Anna-Marie Keena, Administrative Services Director

Date: December 2, 2013

**EXISTING ARTICLE M –
CITY OF EDGERTON PERSONNEL RULES AND REGULATIOS**

ARTICLE M. WORKPLACE SAFETY

M-1. GENERAL SAFETY. All employees are required to wear appropriate safety equipment and follow appropriate safety precautions according to city and/or departmental policy at all times. Failure to comply with safety policies may result in disciplinary action.

M-2. WORKPLACE VIOLENCE. The City of Edgerton has a policy of zero tolerance for violence. If an employee engages in any violence in the workplace, or threatens violence in the workplace, the employee shall be terminated immediately for cause. No talk of violence or joking about violence will be tolerated.

“Violence” includes physically harming another, shoving, pushing, harassing, intimidating, coercing, brandishing weapons, and threatening or talking of engaging in those activities. It is the intent of this policy to ensure that everyone associated with the City, including employees and citizens, never feels threatened by any employee’s actions or conduct.

M-3. SUBSTANCE ABUSE POLICY. The City of Edgerton has a responsibility to its employees and citizens to take reasonable steps to assure safety in the workplace and in the services it provides. To this end, the city reaffirms its policy that the following are strictly prohibited:

- (a) Reporting for work under the influence of intoxicants, including alcohol, illegal drugs, or controlled substances; and
- (b) The use, possession, sale, or distribution of such intoxicants, illegal drugs, controlled substances, or related paraphernalia, in any manner during work hours, or while engaged in city business, on city property, or in city vehicles. Further prohibited is use of such drugs and/or alcohol on ones personal time if such use negatively impacts an employee’s work performance.

M-4. ACCIDENTS WHILE USING A CITY VEHICLE. City policy for accidents involving City-owned vehicles shall be that the employee involved shall immediately notify his supervisor of the accident, who in turn shall immediately notify his Department Director. Any accident involving a City-owned vehicle will be investigated by an appropriate law enforcement agency. (Ord. 777, Res. 06-11-09A)

REVISION 1 ARTICLE M – PRESENTED 11-14-13
CITY OF EDGERTON PERSONNEL RULES AND REGULATIONS

ARTICLE M. WORKPLACE SAFETY

M-1. GENERAL SAFETY. All employees are required to wear appropriate safety equipment and follow appropriate safety precautions according to city and/or departmental policy at all times. Failure to comply with safety policies may result in disciplinary action up to and including termination.

M-2. 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 to promote a safe working environment. The City intends to use legal, managerial, administrative and disciplinary procedures to secure the workplace from violence and to reasonably protect employees and members of the public. Any violent act(s) committed by employees will be subject to disciplinary action, up to and/or including termination, or prosecution as appropriate

(a) Definitions:

1. Dangerous Weapons: A dangerous weapon is any instrument capable of producing bodily harm, in a manner under circumstances and at a time and place, that manifests an intent to harm or intimidate another person or that warrants alarm for the safety of another person. These may include items which are obvious of the potential harm, such as, but are 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, but are limited to, throwing a chair, chemicals, stapler, drinking glass, etc.

2. Workplace violence as referred to in this Policy includes, but is not limited to:

(a) 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. It is the intent of this policy to ensure that everyone associated with the City, including employees and citizens, never feels threatened by any employee's actions or conduct.

(b) A communicated or reasonable perceived threat to harm or endanger another individual or to destroy property.

(c) 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. Involves carrying or displaying weapons, destroying property or throwing objects in a manner reasonably perceived to be threatening.

(b) Possession or Use Of Dangerous Weapons By Employees.

REVISION 1 ARTICLE M – PRESENTED 11-14-13
CITY OF EDGERTON PERSONNEL RULES AND REGULATIONS

1. In the interest of maintaining a workplace that is safe and free of violence, except as hereinafter provided, possession or use of a dangerous weapon is prohibited by employees while engaged in the duties of the employee's employment with the City, and while the employee is on City property, in City vehicles, or in any personal vehicle during any time that it is being used for City business.
2. Exceptions to Dangerous Weapons Prohibition: Employees of the City may possess a firearm on City property if:
 - a. Engaged in military or law enforcement activities
 - b. They are required to carry a gun or other weapon in the course of their work duties for the City.

(c) Procedure

1. If a workplace violence act or altercation occurs and constitutes an emergency, a witness should:
 - a. Contact 911;
 - b. Inform an immediate Supervisor, Department Head or City Administrator;
 - c. Request parties to separate without becoming physically involved.
2. In instances that do not constitute an emergency, contact the immediate Supervisor, Department Head and/or City Administrator or his/her designee who will take responsibility for coordinating any further response to the incident, including assessment and investigation.

M-3. SUBSTANCE ABUSE POLICY. The City of Edgerton has a responsibility to its employees and citizens to take reasonable steps to assure safety in the workplace and in the services it provides. To this end, the city reaffirms its policy that the following are strictly prohibited:

- (a) Reporting for work under the influence of intoxicants, including alcohol, illegal drugs, or controlled substances; and
- (b) The use, possession, sale, or distribution of such intoxicants, illegal drugs, controlled substances, or related paraphernalia, in any manner during work hours, or while engaged in city business, on city property, or in city vehicles. Further prohibited is use of such drugs and/or alcohol on ones personal time if such use negatively impacts an employee's work performance.

REVISION 1 ARTICLE M – PRESENTED 11-14-13
CITY OF EDGERTON PERSONNEL RULES AND REGULATIONS

M-4. ACCIDENTS WHILE USING A CITY VEHICLE. City policy for accidents involving City-owned vehicles shall be that the employee involved shall immediately notify his supervisor of the accident, who in turn shall immediately notify his Department Director. Any accident involving a City-owned vehicle will be investigated by an appropriate law enforcement agency. (Ord. 777, Res. 06-11-09A)

REVISION 2 ARTICLE M – PRESENTED 12-03-13
CITY OF EDGERTON PERSONNEL RULES AND REGULATIONS

ARTICLE M. WORKPLACE SAFETY

M-1. GENERAL SAFETY. All employees are required to wear appropriate safety equipment and follow appropriate safety precautions according to city and/or departmental policy at all times. Failure to comply with safety policies may result in disciplinary action up to and including termination.

M-2. 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 to promote a safe working environment. The City intends to use legal, managerial, administrative and disciplinary procedures to secure the workplace from violence and to reasonably protect employees and members of the public. Any violent act(s) committed by employees will be subject to disciplinary action, up to and/or including termination, or prosecution as appropriate

(a) Definitions:

1. Dangerous Weapons: A dangerous weapon is any instrument capable of producing bodily harm, in a manner under circumstances and at a time and place, that manifests an intent to harm or intimidate another person or that warrants alarm for the safety of another person. These may include items which are obvious of the potential harm, such as, but are 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, but are limited to, throwing a chair, chemicals, stapler, drinking glass, etc.

2. Workplace violence as referred to in this Policy includes, but is not limited to:

(a) 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. It is the intent of this policy to ensure that everyone associated with the City, including employees and citizens, never feels threatened by any employee's actions or conduct.

(b) A communicated or reasonable perceived threat to harm or endanger another individual or to destroy property.

(c) 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. Involves carrying or displaying weapons, destroying property or throwing objects in a manner reasonably perceived to be threatening.

(b) Possession or Use Of Dangerous Weapons By Employees.

REVISION 2 ARTICLE M – PRESENTED 12-03-13
CITY OF EDGERTON PERSONNEL RULES AND REGULATIONS

1. In the interest of maintaining a workplace that is safe and free of violence, except as hereinafter provided, possession or use of a dangerous weapon is prohibited by employees while engaged in the duties of the employee's employment with the City, and while the employee is on City property, in City vehicles, or in any personal vehicle during any time that it is being used for City business.
2. Exceptions to Dangerous Weapons Prohibition: Employees of the City may possess a firearm on City property if:
 - a. Engaged in military or law enforcement activities
 - b. Required to carry a firearm or other weapon in the course of their work duties for the City.
 - c. As permitted by the State of Kansas.

(c) Procedure

1. If a workplace violence act or altercation occurs and constitutes an emergency, a witness should:
 - a. Contact 911;
 - b. Inform an immediate Supervisor, Department Head or City Administrator;
 - c. Request parties to separate without becoming physically involved.
2. In instances that do not constitute an emergency, contact the immediate Supervisor, Department Head and/or City Administrator or his/her designee who will take responsibility for coordinating any further response to the incident, including assessment and investigation.

M-3. SUBSTANCE ABUSE POLICY. The City of Edgerton has a responsibility to its employees and citizens to take reasonable steps to assure safety in the workplace and in the services it provides. To this end, the city reaffirms its policy that the following are strictly prohibited:

- (a) Reporting for work under the influence of intoxicants, including alcohol, illegal drugs, or controlled substances; and
- (b) The use, possession, sale, or distribution of such intoxicants, illegal drugs, controlled substances, or related paraphernalia, in any manner during work hours, or while engaged in city business, on city property, or in city vehicles. Further prohibited is use of such drugs and/or alcohol on ones

REVISION 2 ARTICLE M – PRESENTED 12-03-13
CITY OF EDGERTON PERSONNEL RULES AND REGULATIONS

personal time if such use negatively impacts an employee's work performance.

M-4. ACCIDENTS WHILE USING A CITY VEHICLE. City policy for accidents involving City-owned vehicles shall be that the employee involved shall immediately notify his supervisor of the accident, who in turn shall immediately notify his Department Director. Any accident involving a City-owned vehicle will be investigated by an appropriate law enforcement agency. (Ord. 777, Res. 06-11-09A)