

**EDGERTON CITY COUNCIL
MEETING AGENDA
CITY HALL, 404 EAST NELSON STREET
October 26, 2023
7:00 P.M.**

Call to Order

1. Roll Call

____ Roberts ____ Longanecker ____ Lewis ____ Beem ____ Lebakken ____ Malloy

2. Welcome

3. Pledge of Allegiance

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

4. Approve Application FP2023-05, Final Plat for Logistics Park Kansas City Sixth Plat Lot 1, Located at The Northwest Corner Of W. 193rd Street, West Of Waverly Road, Edgerton, Kansas.

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

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

Business Requiring Action

7. **CONSIDER RESOLUTION NO. 10-26-23A AUTHORIZING THE CITY OF EDGERTON, KANSAS TO CONSENT TO A PARTIAL ASSIGNMENT OF A TIF AND A CID DEVELOPMENT AGREEMENT FOR THE EDGERTON CROSSING WOODSTONE PROJECT**

Motion: _____ Second: _____ Vote: _____

8. **CONSIDER ORDINANCE NO. 2148 AUTHORIZING BOND DOCUMENTS AND THE ISSUANCE OF THE CITY'S TAXABLE INDUSTRIAL REVENUE BONDS (WOODSTONE PROPERTIES, LLC PROJECT) SERIES 2023, FOR THE PURPOSE OF FINANCING THE COST OF A COMMERCIAL PROJECT.**

Motion: _____ Second: _____ Vote: _____

9. **PUBLIC HEARING FOR THE DWYER SANITARY SEWER EXTENSION PROJECT TO BE FUNDED BY THE STATE REVOLVING LOAN FUND PROGRAM (SRF).**

10. **CONSIDER RESOLUTION NO. 10-26-23B AUTHORIZING AN APPLICATION WITH THE KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT FOR A LOAN UNDER THE KANSAS WATER POLLUTION CONTROL REVOLVING FUND ACT.**

Motion: _____ Second: _____ Vote: _____

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

Motion: _____ Second: _____ Vote: _____

12. **Report by the City Administrator**

- Snow and Ice Presentation
- 3rd Quarter Community Development Report
- 3rd Quarter Finance Report

13. **Report by the Mayor**

- City Holiday Closures

14. **Future Meeting Reminders:**

- November 9th: City Council Meeting – 7:00PM
- November 14th: Planning Commission Meeting – 7:00PM
- December 12th: Planning Commission Meeting – 7:00PM
- December 14th: City Council Meeting – 7:00PM

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

EVENTS

10/29: Frontier Days Halloween Party
11/3: Mayor's Christmas Tree Charity Trivia
11/14: Tales for Tots
11/15: Senior Lunch
11/15: Focaccia Bread
11/29: Senior Silver Screen Cinema

City Council Action Item

Council Meeting Date: October 26, 2023

Department: Community Development

Agenda Item: Consider Application FP2023-05, Final Plat for Logistics Park Kansas City Sixth Plat Lot 1, Located At The Northwest Corner Of W. 193rd Street, West Of Waverly Road, Edgerton, Kansas.

Background/Description of Item:

The City of Edgerton has received Application FP2023-05 for the Final Plat of *Logistics Park Kansas City Sixth Plat Lot 1*, located at the northwest corner W. 193rd Street, west of Waverly Road. This Final Plat request will establish lot lines for one (1) L-P (Logistics Park) zoned lot and will dedicate land for public easements. The overall plat area includes a total of 5.73 acres, all included as Lot 1.

The subject property was rezoned to the L-P (Logistics Park) District in December 2014 (Ord. 986) and a Preliminary Plat (PP-10-08-14) and Preliminary Site Plan (PS-10-08-14) for the subject property were approved on November 4, 2014, and a Final Site Plan (FS-2016-02) was approved on March 8, 2016 and the original Final Plat (FP-2016-02) was approved on April 14, 2016. This Final Plat request will convert the existing tract, which is currently dedicated for stormwater purposes for the three (3) buildings to the south, into a lot, to accommodate the development of a snow depot facility, which had a Final Site Plan (FS2023-08) approved at the October 10, 2023 Planning Commission meeting.

City staff has reviewed the Final Plat submittal for conformance with the approved Preliminary Plat and requirements in Section 13.3 of Article 13 of the Edgerton UDC. The applicant's engineer will update the Final Plat as required by stipulations listed in the staff report prior to the Final Plat being recorded with the County. This Final Plat has been reviewed by the City Engineer and found to be in compliance with City Code requirements.

The Planning Commission voted to recommend approval of the Final Plat (FP2023-05) for *Logistics Park Kansas City Sixth Plat Lot 1* with a 3-0 vote at their meeting on October 10, 2023.

Related Ordinance(s) or Statue(s): K.S.A. 12-741, K.S.A 12-749, K.S.A. 12-752.

Funding Source: N/A

Budget Allocated: N/A

Finance Director Approval: N/A

Recommendation: Approve Application FP2023-05, Final Plat for Logistics Park Sixth Plat Lot 1, Located At The Northwest Corner Of W. 193rd Street, west of Waverly Road, Edgerton, Kansas.

Enclosed:

- Revised Final Plat dated September 25, 2023.
- Staff Report from October 10, 2023 Planning Commission including Final Plat Application FP2023-05
- Excerpt of October 10, 2023 Planning Commission Meeting Draft Minutes – Logistics Park Kansas City Sixth Plat Lot 1 portion only.

Prepared by: Zachary Moore, Development Services Director

SNOW DEPOT

Application FP2023-05

Northwest corner of W. 193rd Street, West of Waverly Road

QUICK FACTS

PROJECT SUMMARY AND REQUESTED APPROVALS

The Applicant is requesting approval of a Final Plat located at the northwest corner of 193rd Street, west of Waverly Road.

Owner and Applicant

Kevin White, Agent of
NorthPoint
Development

Existing Zoning and Land Use

The property was rezoned to City of Edgerton L-P (Logistics Park) District on December 11, 2014 (Ord. 986). The property is currently used for stormwater for the nearby developments.

Parcel Size

5.73 acres

Staff Report Prepared by

Chris Clinton



BACKGROUND

1. Proposal

This Final Plat request is being made in preparation for the development of a laydown and storage yard for snow removal and treatment equipment with other snow-related materials. The proposed plat is replatting a former detention basin into one (1) lot for development in the L-P (Logistics Park) District, containing 5.73 acres with approximately 0.71 acres being dedicated as drainage easements. Other development requirements and details of proposed improvements will be provided in Final Site Plan Application FS2023-08, which is included on the October 10, 2023 agenda. A Final Plat is required prior to commencement of any improvements to property per Section 13.3.F of the Unified Development Code (UDC).

2. Subject Site History

The 5.73-acre subject property was annexed on March 27, 2014 (Ordinance 969) and was rezoned to the L-P (Logistics Park) District on December 4, 2014 (Ordinance 986). A Preliminary Plat (PP-10-08-14) was approved by the Planning Commission on November 4, 2014, and a Preliminary Site Plan (PS-10-08-14) was approved on March 10, 2015. The Final Site Plan (FS-2016-02) was then approved on March 8, 2016 and the Final Plat (FP2016-02) was approved on April 14, 2016.

FINAL PLAT REVIEW

City staff has reviewed the Final Plat submittal for compliance with the requirements in Section 13.3.G of Article 13 of the Edgerton UDC. The document is a replat of a previous platted tract and needs to read as such. The City Engineer has also noted that the metes and bounds description needs to be corrected. The previous plat of this tract restricted the use to stormwater detention and open space, however, the replat will change the property from a private tract to a lot so it may be developed. The proposed access easement to the southeast of the proposed lot will need to be recorded via a separate instrument, prior to issuance of a building permit. The Final Plat includes a table that listing the building envelope, however, prior to recording this must be revised to state 'Building Footprint', rather than 'Building Envelope.' If any additional utilities are needed for the site, additional easements may be required. The applicant will need to ensure that the provided document does meet the requirements for Johnson County Subdivision Plat that the County set, and upon approval of the Governing Body, the applicant will need to submit a signed and sealed copy of the plat to be recorded.

NOTICE OF CITY CODES AND PERMITS

The Applicant is subject to all applicable City codes – whether specifically stated in this report or not – including, but not limited to, Zoning, Buildings and Construction, Subdivisions, and Sign Code. The Applicant is also subject to all applicable local, State, and Federal laws.

Various permits may be required in order to complete this project. Please contact the Building Codes Division of the Community Development Department for more information about City permits. The project may also be subject to obtaining permits and/or approvals from other local, County, State, or Federal agencies.

DOCUMENTS INCLUDED IN PACKET

Sheet #	Title	Date on Document
Application	Application for FP2023-05	08/22/2023
1	001 Final Plat	09/25/2023
2	Monument Survey	09/25/2023

STAFF RECOMMENDATION

City Staff recommends approval of Final Site Plan **Application FP2023-05** *Snow Depot*, subject to the following stipulations:

1. The commencement of any improvements shall not occur prior to the approval and endorsement of the Final Plat by the Governing Body and the submittal and approval of construction plans for all streets, sidewalks, storm water sewers, sanitary sewers, and water mains contained within the Final Plat.
2. The applicant shall meet all requirements of Recording a Final Plat as defined in Section 13.5 of the Edgerton UDC, and all requirements of Financial Assurances as defined in Section 13.7 of the Edgerton UDC.
3. Prior to issuance of a building permit, the following must occur:
 - a. The Stormwater Management Plan must be approved by the City Engineer.
 - b. All required off-site easements must be dedicated by separate instrument.
 - c. The metes and bounds description needs to be corrected per the City Engineer.
 - d. The plat needs to indicate that this is a replat of a previously platted parcel.
 - e. The 'Building Envelope' needs to be relabeled as the 'Building Footprint.'

Note: For Application FP2023-05 the Planning Commission will be the approving authority for the application. However, the Governing Body must accept all dedication of land for public use, and the Final Plat will be presented to the Governing Body on October 26, 2023.

PLANNING COMMISSION
October 10, 2023

A special session of the Edgerton Planning Commission (the Commission) was held in the Edgerton City Hall, 404 E. Nelson Street, Edgerton, Kansas on October 10, 2023. The meeting convened when Vice Chairperson Jeremy Little called the meeting to order at 7:00 PM.

1. ROLL CALL

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

With a quorum present, the meeting commenced.

Staff in attendance: Zachary Moore, Development Services Director
Chris Clinton, Planning and Zoning Coordinator/Deputy City Clerk

2. WELCOME Vice Chairperson Little welcomed all in attendance to the meeting.

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

CONSENT AGENDA

4. Approve Minutes from the September 12, 2023 Planning Commission Meeting.
5. Approve Final Plat Application FP2023-05 for Logistics Park Kansas City Sixth Plat located on the Northwest Corner of W. 193rd Street, West of Waverly Road.

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

REGULAR AGENDA

6. DECLARATION

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

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

BUSINESS REQUIRING ACTION

NEW BUSINESS

CITY OF EDGERTON, KANSAS

COUNCIL AGENDA ITEM

Council Meeting Date: October 26, 2023

Agenda Item: Resolution Approving Consents to Partial TIF and CID Assignment

Subject: Edgerton Crossing Woodstone Project

The Edgerton Crossing project has both tax increment financing and a community improvement district sales tax levy in place. The City and the Developer previously entered into a Disposition and Development Agreement and a CID Development Agreement to govern collection and disbursement of the TIF and CID revenues.

Woodstone desires to sell a portion of the project to Maverik, Inc. Maverik (or an entity to be created by Maverik) plans to develop the travel center portion of the project. As part of the sale, Woodstone is assigning certain of the obligations under the TIF and CID Development Agreements to Maverik. This assignment of obligations requires the consent of the City. The Resolution authorizes the City to consent to the partial assignment of certain obligations under the TIF and CID Development Agreements.

The Development Agreement with Woodstone contains a project construction schedule. The partial assignments do not alter the construction schedule or the consequences of not meeting the construction schedule.

RESOLUTION NO. 10-26-23A

RESOLUTION AUTHORIZING THE CITY OF EDGERTON, KANSAS TO CONSENT TO A PARTIAL ASSIGNMENT OF A TIF AND A CID DEVELOPMENT AGREEMENT FOR THE EDGERTON CROSSING WOODSTONE PROJECT

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, Woodstone Properties, LLC, a Missouri limited liability company (the “Developer”), is developing two hotels, a conference center, a travel center, restaurants, office and retail space (the “Project”) west of Homestead Lane and north of Interstate 35 in the Homestead Lane Retail TIF District; and

WHEREAS, the Developer and the City have previously entered into a Disposition and Development Agreement dated December 1, 2021 (the “TIF Development Agreement”), to govern certain development obligations and the collection and disbursement of tax increment financing (“TIF”) revenues with respect to the Project; and

WHEREAS, the Developer and the City have previously entered into a CID Development Agreement dated December 1, 2021, as amended by the First Amendment to CID Development Agreement dated October 14, 2022 (as amended, the “CID Development Agreement”), to govern certain development obligations and the collection and disbursement of a community improvement district (“CID”) sales tax levied within the Project; and

WHEREAS, the Developer is selling a portion of the Project to Maverik, Inc., a Utah corporation, or a special purpose entity to be created by Maverik, Inc. (“Purchaser”) to allow Purchaser to construct a portion of the Project; and

WHEREAS, the Developer has requested that the City consent to a partial assignment of certain obligations under the TIF Development Agreement and the CID Development Agreement; and

WHEREAS, the City desires to consent to such partial assignment on the terms provided for herein;

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

Section 1. Approval of Partial Assignment of Certain TIF Obligations. The Governing Body hereby approves the form of Partial Assignment and Assumption Agreement in substantially the form attached hereto as **Exhibit A** (the “TIF Assignment”), which TIF Assignment assigns certain obligations under the TIF Development Agreement from Developer to Purchaser.

Section 2. Approval of Partial Assignment of Certain CID Obligations. The Governing Body hereby approves the form of Partial Assignment and Assumption Agreement in substantially the form attached hereto as **Exhibit B** (the “CID Assignment”), which CID Assignment assigns certain obligations under the CID Development Agreement from Developer to Purchaser.

Section 3. Execution of Partial Assignments. The Mayor of the City is hereby authorized to execute the consents to the TIF Assignment and the CID Assignment, in substantially the forms presented to and reviewed by the Governing Body 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 TIF Assignment and the CID Assignment.

Section 4. 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 TIF Assignment and the CID Assignment.

Section 5. Effective Date. This Resolution shall take effect and be in full force immediately after its adoption by the Governing Body.

ADOPTED this 26th day of October, 2023.

CITY OF EDGERTON, KANSAS

[SEAL]

By: _____
Donald Roberts, Mayor

ATTEST:

Alexandria Clower, City Clerk

Approved as to form:

Scott W. Anderson
Economic Development Counsel

EXHIBIT A
FORM OF TIF ASSIGNMENT

PARTIAL ASSIGNMENT AND ASSUMPTION AGREEMENT
(Edgerton Crossing Woodstone Project)

This **PARTIAL ASSIGNMENT AND ASSUMPTION AGREEMENT** (this "Assignment") is entered into as of _____, 202__ ("Effective Date") by and among WOODSTONE PROPERTIES, L.L.C., a Missouri limited liability company ("Assignor") and MAVERIK, INC., a Utah corporation ("Assignee"). Assignor and Assignee together are the "Parties".

RECITALS:

A. Assignor is a party to that certain Disposition and Development Agreement entered into by the City of Edgerton, Kansas ("City") and Assignor and dated as of December 1, 2021 (the "Development Agreement"), which provided for the redevelopment of approximately forty-two acres of land located in Edgerton, Kansas, as legally described on **Exhibit A** attached hereto (the "Property"). Capitalized terms not defined in this Assignment have the meanings provided in the Development Agreement.

B. On July 10, 2023, Assignor and Assignee entered into that certain Purchase and Sale Agreement, as it may be amended or assigned from time to time, whereby Assignor agreed to sell, and Assignee agreed to purchase, a portion of the Property, as legally described on **Exhibit B** attached hereto (the "Assigned Property").

C. The Development Agreement provides that Assignor shall not assign, or otherwise transfer, the Development Agreement, or any of its rights or obligations under the Development Agreement, without the prior written consent of the City. Additionally, in the event of an assignment consented to by the City, the proposed transferee/assignee shall enter into an agreement, pursuant to which such assignee shall assume the obligations of Assignor under the Development Agreement and agree to be subject to all of the obligations, conditions and restrictions to which Assignor is subject (or, in the event the transfer is of or relates to only a portion of the Property, then such obligations, conditions and restrictions to the extent that they relate to such portion).

D. Pursuant to Section 1.5 of the Development Agreement, Assignor now desires to assign to Assignee all its rights, duties, and obligations under the Development Agreement with respect to the Assigned Property, except for Assignor's right to receive TIF Revenues (or any other incentive revenue or reimbursement) and Assignor's obligation to comply with the Project Schedule.

NOW, THEREFORE, in consideration of the foregoing recitals, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby represent, warrant, and agree as follows:

1. The above Recitals are hereby incorporated into this Assignment in full and form an integral part thereof.

2. Assignor sells, assigns, transfers, and conveys to Assignee all of Assignor's rights and obligations under the Development Agreement with respect to the Assigned Property, except for Assignor's right to receive TIF Revenues (or any other incentive revenue or reimbursement) and Assignor's obligation to comply with the Project Schedule.

3. Assignee accepts the assignment to it of all of Assignor's rights, title, and interest in and to the Development Agreement with respect to the Assigned Property, except for Assignor's right to receive TIF Revenues (or any other incentive revenue or reimbursement) and Assignor's obligation to comply with the Project Schedule. Assignee hereby assumes all the duties and obligations of Assignor under the Development Agreement with respect to the Assigned Property arising or accruing from and after the Effective Date, except the obligation to comply with the Project Schedule. Assignee hereby covenants and agrees to fully and faithfully perform, observe, and comply with, and to be subject to, all the covenants, agreements, conditions, restrictions, and other terms and provisions stated in the Development Agreement that, pursuant to its terms, are to be performed, observed and complied with by the Assignor thereunder with respect to the Assigned Property, from and after the Effective Date, pursuant to the terms of this Assignment. Assignor and its successors and assigns shall cooperate with Assignee concerning the Development Agreement as reasonably requested by Assignor.

4. Assignor does hereby agree to indemnify, defend, and hold harmless Assignee from and against any and all costs, expenses, claims, losses or damages (including attorney's fees and all costs of defense) arising with respect to the Development Agreement prior to the Effective Date. Assignee does hereby agree to indemnify, defend, and hold harmless Assignor from and against any and all costs, expenses, claims, losses or damages (including attorney's fees and costs of defense) arising with respect to Assignor's duties and obligations under the Development Agreement that Assignee has assumed with respect to the Assigned Property from and after the Effective Date.

5. Upon approval of this Assignment by the City, Assignor shall be released from all of its assigned obligations under the Development Agreement accruing after the Effective Date of this Assignment.

6. In the Development Agreement, Assignor has agreed to comply with the construction schedule set forth in the Development Agreement dated September 10, 2021, as amended (the "Master Agreement"), between the Assignor and the City. The parties acknowledge that failure to comply with the construction schedule set forth in the Master Agreement shall constitute an event of default under the Development Agreement with respect to all of the Property, including the Assigned Property.

7. All rights, benefits and obligations of Assignor and Assignee hereunder shall inure to and bind Assignor and Assignee, respectively, and this Assignment shall be binding upon and inure to the benefit of the Parties' respective successors and assigns.

8. This Assignment shall be governed by the laws of the State of Kansas.

9. This Assignment may be executed in one or more counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one agreement.

10. Assignor and Assignee shall each pay its own costs and expense, including attorney's fees, incurred by such party or on its behalf in connection with this Assignment and the transactions contemplated herein.

[Remainder of page intentionally left blank; signature pages follow]

IN WITNESS WHEREOF, the parties have executed this Assignment as of the Effective Date.

ASSIGNOR:

WOODSTONE PROPERTIES, L.L.C.,
a Missouri limited liability company

By: _____
Name: _____
Title: _____

STATE OF _____)
) ss.
COUNTY OF _____)

On this ____ day of _____, 202__, before me personally appeared _____, to me personally known, who being by me duly sworn did say that he is the _____ of Woodstone Properties, L.L.C., a Missouri limited liability company, and that said instrument was signed and delivered on behalf of said limited liability company and acknowledged to me that he executed same as the free act and deed of said limited liability company.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.

Notary Public
Printed Name: _____

My Commission Expires:

ASSIGNEE:

MAVERIK, INC.,
a Utah corporation

By: _____
Name: _____
Title: _____

STATE OF _____)
) ss.
COUNTY OF _____)

On this ____ day of _____, 202__, before me personally appeared _____, to me personally known, who being by me duly sworn did say that s/he is the _____ of Maverik, Inc., a Utah corporation, and that said instrument was signed and delivered on behalf of said corporation and acknowledged to me that s/he executed same as the free act and deed of said corporation.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.

Notary Public
Printed Name: _____

My Commission Expires:

IN WITNESS WHEREOF, the City consents to this Assignment as of the Effective Date.

CITY:

CITY OF EDGERTON, KANSAS

By: _____
Donald Roberts, Mayor

ATTEST:

Alexandria Clower, City Clerk

STATE OF _____)
) ss.
COUNTY OF _____)

On this ____ day of _____, 202__, before me personally appeared Donald Roberts and Alexandria Clower, to me personally known, who being by me duly sworn did say that they are the Mayor and City Clerk, respectively, of the City of Edgerton, Kansas, and that said instrument was signed and delivered on behalf of said City and acknowledged to me that they executed same as the free act and deed of said City.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.

Notary Public
Printed Name: _____

My Commission Expires:

EXHIBIT A

PROPERTY LEGAL DESCRIPTION

The East One-Third (1/3) of the Northeast Quarter (NE ¼) excluding that part in roads and Highways of Section 9, Township 15, Range 22, in the City of Edgerton, Johnson County, Kansas.

EXHIBIT B

ASSIGNED PROPERTY LEGAL DESCRIPTION

[TO BE INSERTED ONCE DETERMINED BY SURVEY]

EXHIBIT B

FORM OF CID ASSIGNMENT

PARTIAL ASSIGNMENT AND ASSUMPTION AGREEMENT
(Edgerton Crossing Woodstone Project)

This **PARTIAL ASSIGNMENT AND ASSUMPTION AGREEMENT** (this "Assignment") is entered into as of _____, 202__ ("Effective Date") by and among WOODSTONE PROPERTIES, L.L.C., a Missouri limited liability company ("Assignor") and MAVERIK, INC., a Utah corporation ("Assignee"). Assignor and Assignee together are the "Parties".

RECITALS:

A. Assignor is the owner and holder of certain rights and obligations as set forth in that certain CID Development Agreement entered into by the City of Edgerton, Kansas ("City") and Assignor and dated as of December 1, 2021, as amended by that certain First Amendment to CID Development Agreement dated as of October 14, 2022 (collectively, the "CID Development Agreement"), which formalizes the development and financing for approximately forty-two acres of land located in Edgerton, Kansas, as legally described on **Exhibit A** attached hereto (the "Property"). Capitalized terms not defined in this Assignment have the meanings provided in the CID Development Agreement.

B. On July 10, 2023, Assignor and Assignee entered into that certain Purchase and Sale Agreement, as it may be amended or assigned from time to time, whereby Assignor agreed to sell, and Assignee agreed to purchase, a portion of the Property, as legally described on **Exhibit B** attached hereto (the "Assigned Property").

C. Section 7.01 of the CID Development Agreement provides that the rights, duties, and obligations of the Assignor under the CID Development Agreement may not be assigned, in whole or in part, to another entity, without the prior approval of the City, which approval shall not be unreasonably withheld, conditioned, or delayed.

D. Assignor now desires to assign to Assignee all its rights, duties, and obligations under the CID Development Agreement with respect to the Assigned Property, except for Assignor's right to receive the CID Revenues (or any other incentive revenue or reimbursement).

NOW, THEREFORE, in consideration of the foregoing recitals, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby represent, warrant, and agree as follows:

1. The above Recitals are hereby incorporated into this Assignment in full and form an integral part thereof.

2. Assignor sells, assigns, transfers, and conveys to Assignee all of Assignor's rights and obligations under the CID Development Agreement with respect to the Assigned Property, except for Assignor's right to receive CID Revenues (or any other incentive revenue or reimbursement).

3. Assignee accepts the assignment to it of all of Assignor's rights, title, and interest in and to the CID Development Agreement with respect to the Assigned Property, except for Assignor's right to receive CID Revenues (or any other incentive revenue or reimbursement). Assignee hereby assumes all the duties and obligations of Assignor under the CID Development Agreement with respect to the Assigned Property arising or accruing from and after the Effective Date. Assignee hereby covenants and agrees to fully and faithfully perform, observe, and comply with, and to be subject to, all the covenants, agreements, conditions, restrictions, and other terms and provisions stated in the CID Development Agreement that, pursuant to its terms, are to be performed, observed and complied with by the Assignor thereunder with respect to the Assigned Property, from and after the Effective Date, pursuant to the terms of this Assignment. Assignor and its successors and assigns shall cooperate with Assignee concerning the CID Development Agreement as reasonably requested by Assignor.

4. Assignor does hereby agree to indemnify, defend, and hold harmless Assignee from and against any and all costs, expenses, claims, losses or damages (including attorney's fees and all costs of defense) arising with respect to the CID Development Agreement prior to the Effective Date. Assignee does hereby agree to indemnify, defend, and hold harmless Assignor from and against any and all costs, expenses, claims, losses or damages (including attorney's fees and costs of defense) arising with respect to Assignor's duties and obligations under the CID Development Agreement that Assignee has assumed with respect to the Assigned Property from and after the Effective Date.

5. Upon approval of this Assignment by the City, Assignor shall be released from all of its assigned obligations under the CID Development Agreement accruing after the Effective Date of this Assignment.

6. All rights, benefits and obligations of Assignor and Assignee hereunder shall inure to and bind Assignor and Assignee, respectively, and this Assignment shall be binding upon and inure to the benefit of the Parties' respective successors and assigns.

7. The parties acknowledge that an event of default under the Development Agreement (as defined in the CID Development Agreement) shall continue to be a "Developer Event of Default" under the CID Development Agreement with respect to all of the Property, including the Assigned Property.

8. This Assignment shall be governed by the laws of the State of Kansas.

9. This Assignment may be executed in one or more counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one agreement.

10. Assignor and Assignee shall each pay its own costs and expense, including attorney's fees, incurred by such party or on its behalf in connection with this Assignment and the transactions contemplated herein.

[Remainder of page intentionally left blank; signature pages follow]

IN WITNESS WHEREOF, the parties have executed this Assignment as of the Effective Date.

ASSIGNOR:

WOODSTONE PROPERTIES, L.L.C.,
a Missouri limited liability company

By: _____
Name: _____
Title: _____

STATE OF _____)
) ss.
COUNTY OF _____)

On this ____ day of _____, 202__, before me personally appeared _____, to me personally known, who being by me duly sworn did say that he is the _____ of Woodstone Properties, L.L.C., a Missouri limited liability company, and that said instrument was signed and delivered on behalf of said limited liability company and acknowledged to me that he executed same as the free act and deed of said limited liability company.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.

Notary Public
Printed Name: _____

My Commission Expires:

ASSIGNEE:

MAVERIK, INC.,
a Utah corporation

By: _____
Name: _____
Title: _____

STATE OF _____)
) ss.
COUNTY OF _____)

On this ____ day of _____, 202__, before me personally appeared _____, to me personally known, who being by me duly sworn did say that s/he is the _____ of Maverik, Inc., a Utah corporation, and that said instrument was signed and delivered on behalf of said corporation and acknowledged to me that s/he executed same as the free act and deed of said corporation.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.

Notary Public
Printed Name: _____

My Commission Expires:

IN WITNESS WHEREOF, the City consents to this Assignment as of the Effective Date.

CITY:

CITY OF EDGERTON, KANSAS

By: _____
Donald Roberts, Mayor

ATTEST:

Alexandria Clower, City Clerk

STATE OF _____)
) ss.
COUNTY OF _____)

On this ____ day of _____, 202__, before me personally appeared Donald Roberts and Alexandria Clower, to me personally known, who being by me duly sworn did say that they are the Mayor and City Clerk, respectively, of the City of Edgerton, Kansas, and that said instrument was signed and delivered on behalf of said City and acknowledged to me that they executed same as the free act and deed of said City.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.

Notary Public
Printed Name: _____

My Commission Expires:

EXHIBIT A

PROPERTY LEGAL DESCRIPTION

The East One-Third (1/3) of the Northeast Quarter (NE ¼) excluding that part in roads and Highways of Section 9, Township 15, Range 22, in the City of Edgerton, Johnson County, Kansas.

EXHIBIT B

ASSIGNED PROPERTY LEGAL DESCRIPTION

[TO BE INSERTED ONCE DETERMINED BY SURVEY]

CITY OF EDGERTON, KANSAS

COUNCIL AGENDA ITEM

Council Meeting Date: October 26, 2023
Agenda Item: Bond Ordinance
Subject: Woodstone Properties, LLC Project
Hearing Notice Published: Not Required

Summary:

The City has previously approved Resolution No. 11-18-21C evidencing its intent to issue up to \$82 million in industrial revenue bonds for the benefit of Woodstone Properties, LLC. Woodstone is currently developing two hotels, a conference center, truck stop, truck maintenance facility, truck wash, casual dining restaurants, quick-service restaurants and other office and commercial buildings at the southwest corner of Homestead Lane and 199th Street.

Woodstone desires to issue a first series of bonds in the maximum amount of \$4 million. This series of bonds is being issued to finance the costs of sitework and infrastructure necessary to support the commercial project.

The Woodstone project is currently subject to a TIF Development Agreement. No ad valorem property tax abatement is being granted as a result of this bond issue. These bonds are being issued solely for the purpose of allowing Woodstone to utilize a sales tax project exemption certificate for the infrastructure costs.

Public Hearing/Cost-Benefit Report

KSA 12-1749d only requires a cost-benefit report and public hearing for the issuance of industrial revenue bonds when the project will be eligible for an exemption from ad valorem taxation. Accordingly, a cost-benefit report has not been completed and a public hearing is not being held.

Ordinance

The Ordinance authorizes the City to issue the industrial revenue bonds and enter into the bond documents. The bond documents consist of the Base Lease, Lease Agreement, Trust Indenture and Bond Purchase Agreement. The bond documents are in substantially the same form as other sales-tax only bond issues approved by the City.

[Summary Published in *The Gardner News* on November 8, 2023]

ORDINANCE NO. 2148

AN ORDINANCE AUTHORIZING BOND DOCUMENTS AND THE ISSUANCE OF THE CITY'S TAXABLE INDUSTRIAL REVENUE BONDS (WOODSTONE PROPERTIES, LLC PROJECT) SERIES 2023, FOR THE PURPOSE OF FINANCING THE COST OF A COMMERCIAL PROJECT.

WHEREAS, the City of Edgerton, Kansas (the "City"), is authorized pursuant to the provisions of K.S.A. 12-1740 to 12-1749d, inclusive, as amended (the "Act"), to acquire, purchase, construct, install and equip certain commercial and industrial facilities, and to issue industrial revenue bonds for the purpose of paying the cost of such facilities, and to lease such facilities to private persons, firms or corporations; and

WHEREAS, the governing body of the City has heretofore and does now find and determine that it is desirable in order to promote, stimulate and develop the general economic welfare and prosperity of the City and the State of Kansas that the City issue its Taxable Industrial Revenue Bonds (Woodstone Properties, LLC Project) Series 2023, in an aggregate maximum principal amount not to exceed \$4,000,000, for the purpose of making the necessary site preparation and appurtenances necessary and convenient for a commercial facility to be located at the southwest corner of Homestead Lane and 199th Street in Edgerton, Kansas (the "Project"), and that the City lease the Project to Woodstone Properties, LLC, a Missouri limited liability company (the "Company"); and

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

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

Section 1. Authorization for the Acquisition, Purchase, Construction, Installation and Equipping of the Project. The City is hereby authorized to provide for the acquisition, purchase, construction, installation, rehabilitation and equipping of the Project, all in the manner and as more particularly described in the Indenture and the Lease hereinafter authorized.

Section 2. Authorization of and Security for the Bonds. The City is hereby authorized to issue and sell its Taxable Industrial Revenue Bonds (Woodstone Properties, LLC Project) Series 2023, in an aggregate maximum principal amount not to exceed \$4,000,000 (the "Bonds"), for the purpose of providing funds to pay the cost of the Project. The Bonds shall be issued and secured pursuant to the herein authorized Indenture and shall bear such date, shall mature at such time, shall be in such denominations, shall bear interest at such rates, shall be in such form, shall be subject to redemption and other terms and conditions, and shall be issued in such manner, subject to such provisions, covenants and agreements, as are set forth in the hereafter defined Indenture. The Bonds shall be payable solely out of the rents, revenues and receipts derived by the City from the Project, and the Project and the net earnings derived by the City from the Project shall be pledged and assigned to the hereafter defined Trustee as security for payment of the Bonds as provided in the Indenture.

Section 3. Authorization of Documents. The City is hereby authorized to enter into the following documents, in substantially the forms presented to and reviewed by the Council of the City (copies of which documents, upon execution thereof, shall be filed in the office of the City Clerk), with such changes

therein as shall be approved by the officers of the City executing such documents, such officers' signatures thereon being conclusive evidence of their approval thereof:

(a) Trust Indenture dated the date set forth therein (the "Indenture"), between the City and BOKF, N.A., as trustee (the "Trustee"), pursuant to which the Bonds shall be issued and the City shall pledge the Project and assign the rents, revenues and receipts received pursuant to the hereafter defined Lease to the Trustee for the benefit of and security of the holder of the Bonds upon the terms and conditions as set forth in said form of Indenture;

(b) Base Lease Agreement dated the date set forth therein (the "Base Lease"), between the Company and the City, under which the City will lease the project site from the Company;

(c) Lease Agreement dated the date set forth therein (the "Lease"), between the City and the Company, under which the City will agree to use the proceeds derived from the sale of the Bonds for the purpose of acquiring, purchasing, constructing, installing and equipping the Project and to sublease the Project to the Company, and the Company will agree to make payments in amounts sufficient to provide for the payment of the principal of, redemption premium, if any, and interest on the Bonds as the same become due; and

(d) Bond Purchase Agreement dated the date set forth therein (the "Bond Purchase Agreement"), between the City and the Company, as Purchaser.

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

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

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

PASSED by the Council of the City of Edgerton, Kansas, this 26th day of October, 2023.

Donald Roberts, Mayor

[SEAL]

ATTEST:

Alexandria Clower, City Clerk

APPROVED AS TO FORM:

Scott Anderson, Economic Development Counsel

Woodstone Properties, LLC Project Ordinance

City Council Action Item

Council Meeting Date: October 26, 2023

Department: Public Works

Agenda Item: Public Hearing for the Dwyer Sanitary Sewer Extension Project to be Funded by the State Revolving Loan Fund Program (SRF).

Background/Description of Item:

The City of Edgerton will be constructing approximately 1,800 linear feet of 18-inch sanitary sewer below existing pastureland, South Lake, BNSF rail, and KPC pipeline to serve the Dwyer Farms new residential development and large watershed. The new 18-inch sanitary sewer extension is considered Site #1 in the attached site map and further project descriptions. In order to serve this development, the City of Edgerton will also improve the City Pump Station to utilize an existing decommissioned lagoon as an equalization basin, construct a 30-inch gravity main at the City Pump Station, and upsize approximately 245 linear feet of existing 8-inch sanitary sewer. The upgrades associated with the City Pump Station will be referred to as Site #2. Additional improvements to accommodate the Dwyer Farms development are expected at the Big Bull Creek Wastewater Treatment (BBCWWTP) Plant including SCADA upgrades and replacement of aged equipment. The improvements associated with the BBCWWTP will be referred to as Site #3. The attached drawings show the project locations and further details.

The proposed improvements to Edgerton's Wastewater System for the Dwyer Sewer Project are estimated to be \$5,000,000.00 and will be funded under the low interest State Revolving Loan Fund Program through the Kansas Department of Health and Environment (KDHE). The City of Edgerton has also been notified that a portion of this project has been preliminarily included for funding in FY2024 through the Environmental Protection Agency (EPA) STAG – Clean Water State Revolving Fund program. The federal funding allocation is only preliminary until the final FY2024 budget is approved by the federal government. Other outside funding options may also be identified prior to final completion of the project.

This Public Hearing is to present the project and anticipated funding sources to the public as a requirement of the SRF Loan Application.

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

Funding Source: SRF Loan, RHID

Budget Allocated: \$5,000,000

x 

Finance Director Approval: Karen Kindle, Finance Director

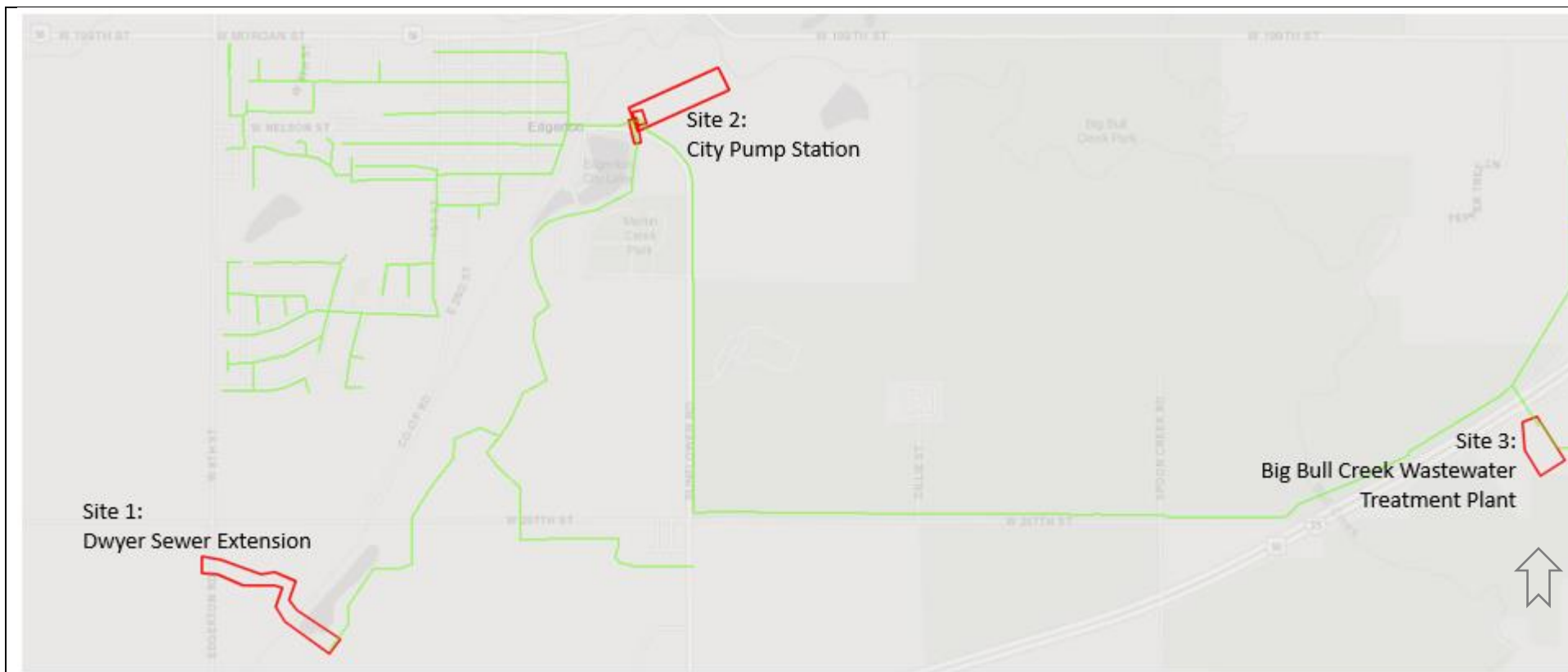
Recommendation: Hold the Public Hearing for the Dwyer Sanitary Sewer Extension Project to be Funded by the State Revolving Loan Fund Program (SRF).

Enclosed:

Site Map – Overview
Site #1 – Dwyer Sanitary Sewer Improvements
Site #2 – City Pump Station Improvements
Site #3 – Big Bull Creek Wastewater Treatment Plant Improvements

Prepared by:

Holly Robertson, PE – CIP Project Manager



Site Map Overview
Dwyer Sanitary Sewer Project
Wastewater System Upgrades

A-1

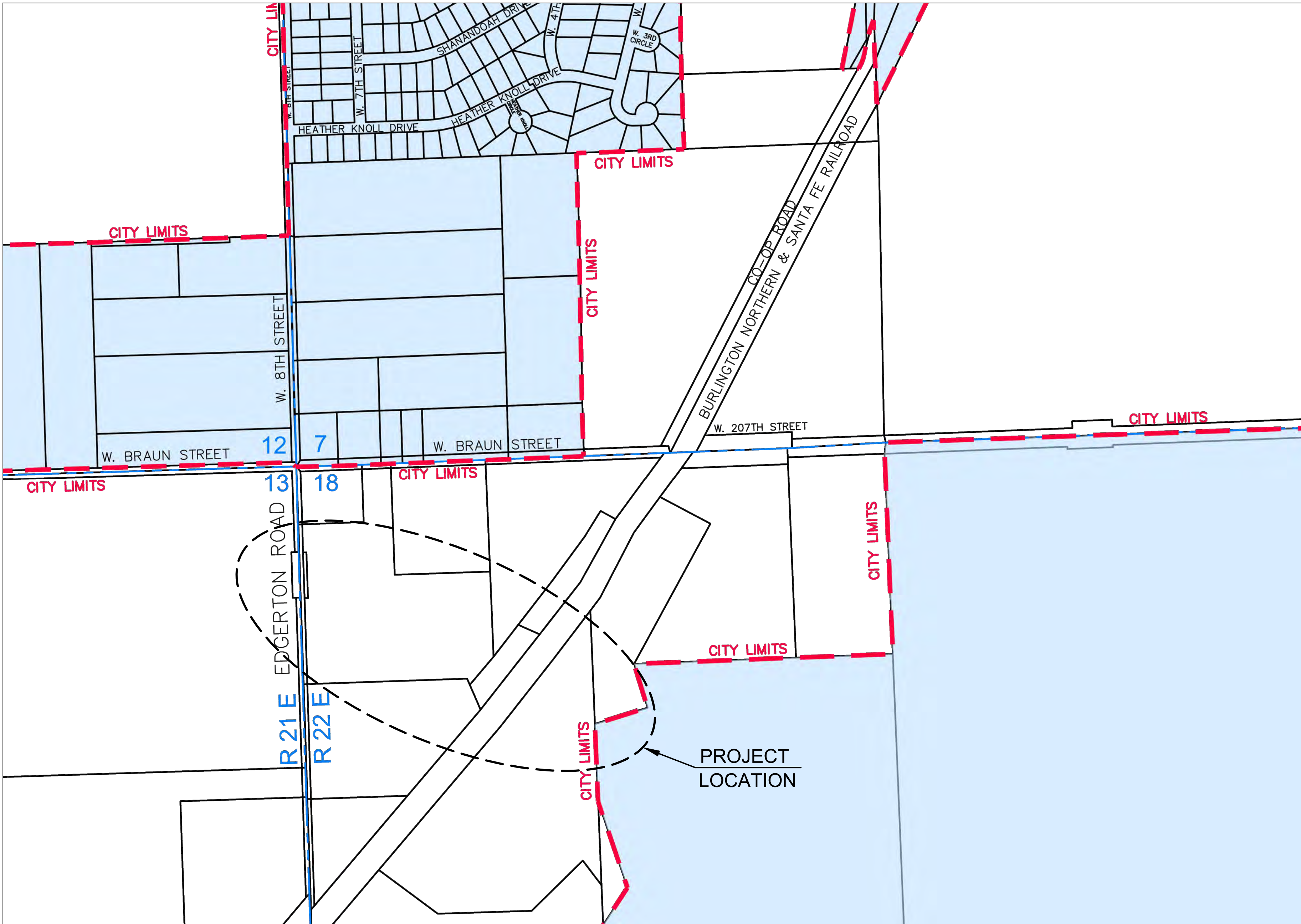
CONSTRUCTION PLANS FOR
DWYER SANITARY SEWER IMPROVEMENTS
 CITY OF EDGERTON, KANSAS
 BG PROJECT NO. 22-1353L

INDEX OF SHEETS

1. TITLE SHEET
2. GENERAL NOTES, PROJECT CONTROL,
SUMMARY OF QUANTITIES
3. GENERAL LAYOUT
- 4.-6. PLAN-PROFILE
7. STORM WATER POLLUTION PREVENTION
PLAN
8. SANITARY SEWER DETAIL SHEET
- 9.-10. TEMPORARY EROSION AND POLLUTION
CONTROL

STANDARD SPECIFICATION REFERENCE

WORK SHALL COMPLY WITH KDHE APPROVED STANDARD SPECIFICATION #27824



LEGEND

	EXISTING ELECTRIC LINE
	EXISTING GAS LINE
	EXISTING WATER LINE
	EXISTING STORM SEWER PIPE
	EXISTING SANITARY SEWER PIPE
	EXISTING TRAFFIC SIGNAL LINE
	EXISTING TELEPHONE LINE
	EXISTING CABLE LINE
	EXISTING TREE
	EXISTING EDGE OF TIMBER
	EXISTING STREAM OR DRAINAGE CHANNEL
	EXISTING FENCE
	EXISTING TELEPHONE MANHOLE
	EXISTING TELEPHONE PEDESTAL
	EXISTING CABLE TELEVISION PEDESTAL
	EXISTING POWER POLE
	EXISTING GUY ANCHOR

	EXISTING LIGHT POLE
	EXISTING SANITARY SEWER MANHOLE
	EXISTING SANITARY SEWER CLEANOUT
	EXISTING FIRE HYDRANT
	EXISTING WATER VALVE
	EXISTING WATER METER
	SURVEY BENCH MARK
	SURVEY TRAVERSE POINT

Dan Merkh _____ Date _____
 Director of Public Works, City of Edgerton



OWNER

CITY OF EDGERTON, KANSAS
ATTN: DAN MERKH
404 E. NELSON
EDGERTON, KS 66021
P: 913-893-6231
EMAIL: dmerkh@edgertonks.org

ENGINEER

BG CONSULTANTS, INC.
 ATTN: DAVID HAMBY, PE, CFM
 1405 WAKARUSA DRIVE
 LAWRENCE, KS 66049
 P: 785-727-7278
 EMAIL: david.hamby@bgcons.com



CALL: 811

UTILITY COMPANIES

COMMUNICATIONS: CENTURYLINK
ATTN: ANDY TUTTLE
GARDNER, KS
P: 816-590-9034 (c)
EMAIL: andy.w.tuttle@centurylink.com

POWER: EVERGY
ATTN: ERIC BOWEN
P: 816-810-7623 (c)
EMAIL: eric.bowen@evergy.com

GAS: KGS
ATTN: DAVID TEEFEY
OVERLAND PARK, KS
P: 913-599-8933 (o)
EMAIL: david.teefey@onegas.com

SEWER: CITY OF EDGERTON
ATTN: MICHAEL MABREY
PO BOX 255
404 E. NELSON STREET
EDGERTON, KS 66021
P: 913-893-6801
EMAIL: mmabrey@edgertonks.org

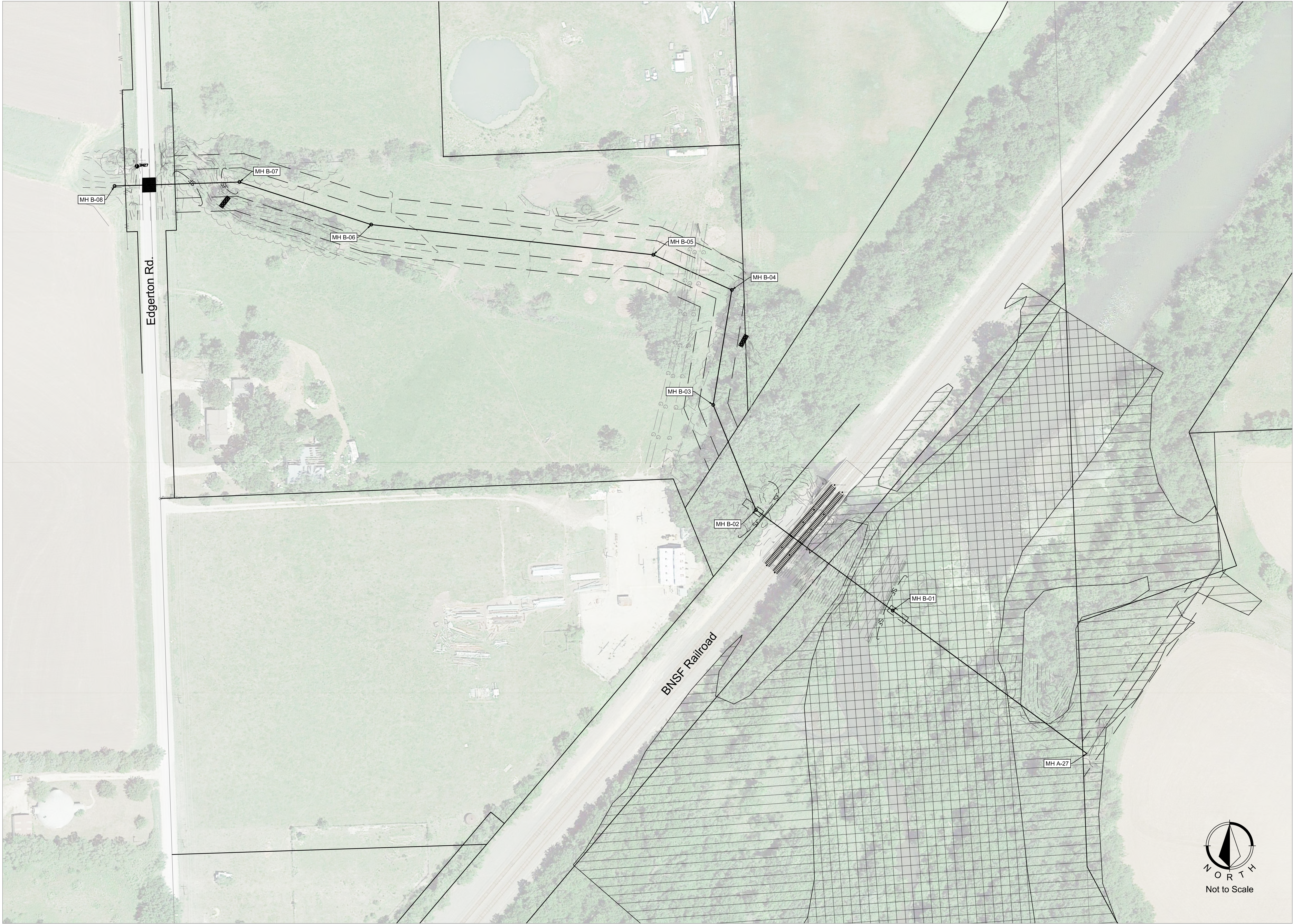
WATER: CITY OF EDGERTON
ATTN: MICHAEL MABREY
PO BOX 255
404 E. NELSON STREET
EGERTON, KS 66021
P: 913-893-6801
EMAIL: mmabrey@edgertonks.org



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ENGINEERS • ARCHITECTS • SURVEYORS



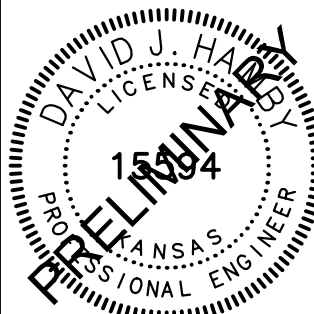
Dwyer Sanitary Sewer Improvements City of Edgerton, Kansas		TITLE SHEET	
Engineer:		DJH	
Drafter:		--	
Check:		--	
Date:		05/16/23	
Project No.			
22-1353L			
Sht. No.	Total Shts.		
1	XØ		



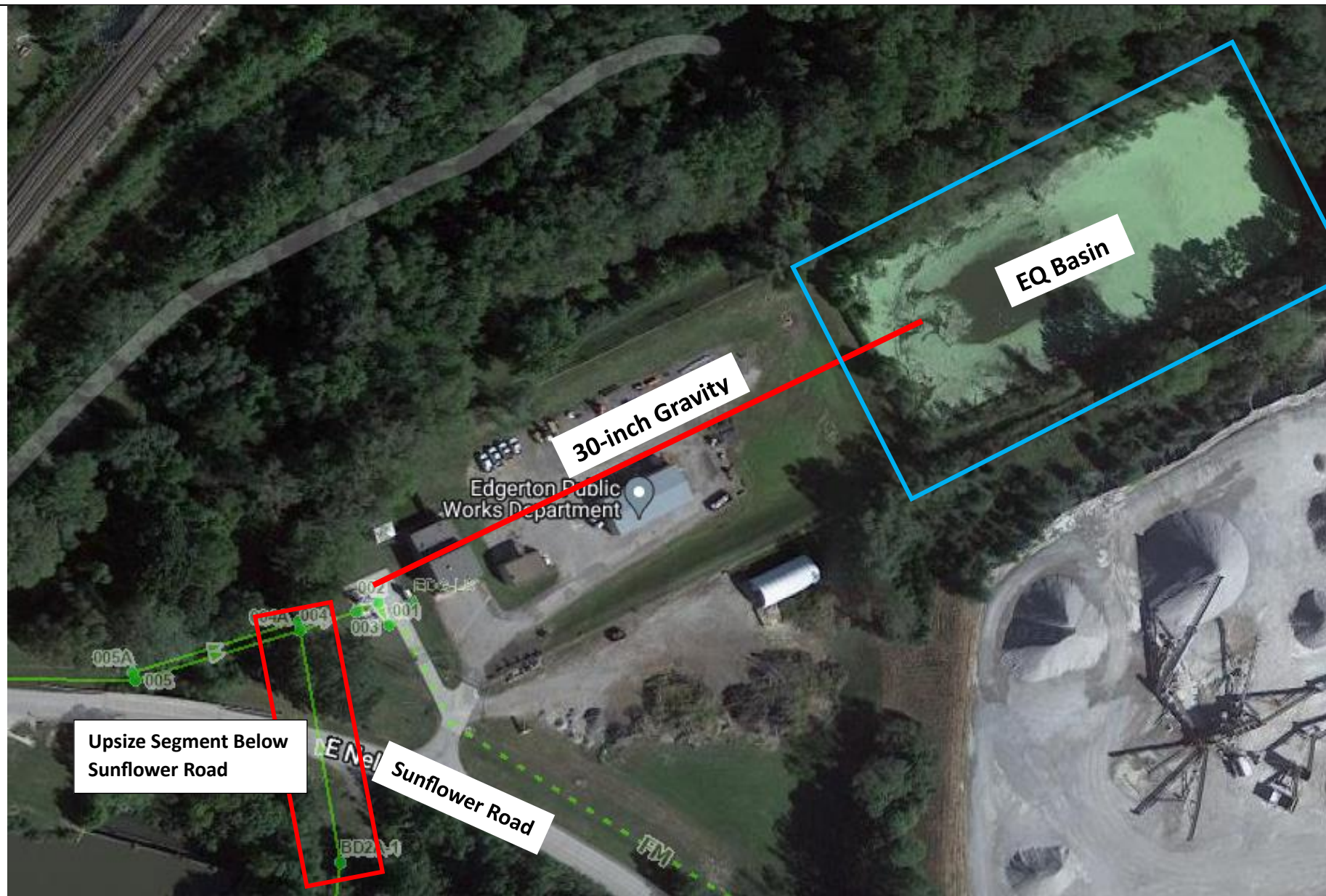
CITY OF EDGERTON, KANSAS
DWYER SANITARY SEWER IMPROVEMENTS

GENERAL LAYOUT

Engineer: DJH	
Drafter:	
Check: --	
Date: 05/16/23	
Project No. 22-1353L	
Sht. No.	Total Shts.
3	X8



NO.	REVISIONS	DATE	INITIALS





City Council Action Item

Council Meeting Date: October 26, 2023

Department: Public Works

Agenda Item: Consider Resolution No. 10-26-23B Authorizing an Application With The Kansas Department Of Health And Environment For A Loan Under The Kansas Water Pollution Control Revolving Fund Act

Background/Description of Item:

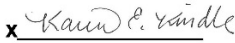
A Public Meeting and Public Hearing were conducted on October 26, 2023 to present the Dwyer Sanitary Sewer Project and anticipated funding sources which includes SRF Loan Funding. Please refer to items included in the Public Hearing for project and funding details.

City Staff have prepared the application and required attachments for the SRF Loan regarding the Dwyer Sanitary Sewer Project. Adoption of this Resolution will authorize filing of an application with the Kansas Department of Health and Environment for a Loan under the Kansas Water Pollution Control Revolving Fund Act.

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

Funding Source: SRF Loan, RHID

Budget Allocated: \$5,000,000

Finance Director Approval: 
Karen Kindle, Finance Director

Recommendation: Approve Resolution No. 10-26-23B Authorizing an Application With The Kansas Department Of Health And Environment For A Loan Under The Kansas Water Pollution Control Revolving Fund Act

Enclosed:

Resolution No. 10-26-23B

Prepared by:

Holly Robertson, PE – CIP Project Manager

RESOLUTION NO. 10-26-23B

A RESOLUTION THE FILING OF AN APPLICATION WITH THE KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT FOR A LOAN UNDER THE KANSAS WATER POLLUTION CONTROL REVOLVING FUND ACT (KSA 1988 SUPP 65-3321 THROUGH 65-3329).

WHEREAS, under the terms of the Kansas Water Pollution Control Revolving Fund Act (K.S.A. 1988 Supp. 65-3321 through 65-3329), the State of Kansas has authorized the making of the loans to authorize applicants to aid in the construction of specific public projects,

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

SECTION ONE: Loan Application. The Mayor and City Clerk of the City are hereby authorized to cause to be prepared and to execute a Loan Application, including all attachments thereto (jointly, the "Application"); in substantially the form presented to the Governing Body this date, in order to provide financing for the Project. The Application shall be forwarded to KDHE as soon as possible.

SECTION TWO: Further Proceedings. The Mayor, City Clerk and the other officers and representatives of the City are hereby authorized and directed to take such other action as may be necessary to complete the Application and to coordinate processing of a loan agreement for the Loan (the "Loan Agreement"); provided that the authorization to execute the Loan Agreement shall be subject to further resolution of the Governing Body

SECTION THREE: Effective Date This Resolution shall be in full force and effect from and after its adoption.

ADOPTED BY THE GOVERNING BODY OF THE CITY OF EDGERTON, KANSAS ON THE 26TH DAY OF OCTOBER, 2023.

ATTEST:

CITY OF EDGERTON, KANSAS

Alexandria Clower, City Clerk

By: _____
Donald Roberts, Mayor

APPROVED AS TO FORM:

Lee W. Hendricks, City Attorney

City Council Action Item

Council Meeting Date: October 26, 2023

Department: Administration

Agenda Item: Consider Contracts and Addendum with Brightspeed to Provide Internet Service to Select City of Edgerton Facilities

Background/Description of Item:

On August 3, 2021, Lumen announced an agreement to sell its local consumer, small business, wholesale and enterprise customer operations in 20 states to Brightspeed. The state of Kansas was included in this, and in the coming months Edgerton would be part of the conversion from Lumen owned lines to Brightspeed owned lines. However, Lumen remained the City's contracted internet service provider due to our contract terms.

As the City's contract with Lumen expires on January 26, 2024, staff began exploring cost options with Brightspeed. Staff also reached out to Kwikom a month ago for an estimate but have not received one back. A 36-month contract (instead of a 60-month one) with Brightspeed is recommended to give the City flexibility should other internet providers become available and have competitive pricing and speeds.

Brightspeed was able to offer faster internet speeds and/or a lower monthly rate compared to Lumen. The Brightspeed contract terms would specifically provide for:

- Increasing City Hall from 100Mb to 200Mb for \$100 less a month
- Providing internet to The 414 building at an extremely reasonable rate (no internet service possible with Lumen currently)
- Providing 200Mb internet for a reasonable price at The Greenspace once complete (Brightspeed will be completing the line buildout as part of construction)
- Decreasing the monthly cost paid for the same internet speed at Big Bull Creek WWTP

As it will take approximately 90 days for Brightspeed to set up service under the new contract, staff recommends signing the contract to initiate service with them upon setup completion. Lumen would be utilized on a monthly basis after the contract ends until the switch to Brightspeed is complete. The Greenspace contract will only be in effect once the building is complete and internet service is turned on.



Below is a comparison chart of internet speed and monthly cost between Lumen and Brightspeed.

MRP= Monthly rate
NRC= Non-Recurring Charge (One-time setup fee)

Brightspeed	Speed	Term	MRR	NRC
404 East Nelson	200Mb	36	\$908.00	\$500.00
414 East 4th Street	100Mb	36	\$744.00	\$500.00
303 East Nelson	200Mb	36	\$1,097.00	\$500.00
20600 Homestead Ln	100Mb	36	\$831.00	\$500.00

Lumen	Speed	Term	MRR	NRC
404 East Nelson	100Mb		\$1,008.00	
414 East Nelson	N/A - Service Beamed from City Hall			
303 East Nelson	No quote requested due to buildout costs			
20600 Homestead Ln	100Mb		\$900.00	

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

Funding Source/Budget Allocated:

**Brightspeed Proposed Annual Cost –
2024 - General Fund**

Total Proposed Brightspeed Cost	\$19,824
Public Works Internet	\$2,760
Total Estimated Annual Cost from General Fund	\$22,584

2024 Budget - General Fund	
Total Budget	\$31,920
Budget Over (Under) Est Cost	\$9,336

**Brightspeed Proposed Annual Cost –
2024 - Water/Sewer Fund**

Total Proposed Brightspeed Cost	\$9,972
2024 Budget - Water Fund	\$6,000
2024 Budget - Sewer Fund	\$5,880

Total Budget	<u>\$11,880</u>
Budget Over (Under) Est Cost	<u>\$1,908</u>

x Karen E. Kindle

Finance Director Approval: Karen Kindle, Finance Director

Recommendation: Approve Contracts and Addendum with Brightspeed to Provide Internet Service to Select City of Edgerton Facilities
--

Enclosed: Brightspeed Contracts and Addendum

Prepared by: Meagan Borth, Assistant City Administrator

Brightspeed Enterprise Near-Net DIA Order Form

Order Information

Opportunity ID (Brightspeed PON):	58937455	Date of Quote:	9/26/23
Customer Name:	City of Edgerton	Customer Account (BAN):	314158756
Requested Due Date:		Customer Purchase Order # (PON):	
Quote Expiration Date:	12/25/23	Quote #:	

Customer Contact Information

	Name	Number	Email
Primary Contact:	Meagan Borth	913-295-8064	mborth@edgertonks.org
Technical Contact:	Dan Merkh	913-295-8064	dmerkh@edgertonks.org
Billing Contact:	Karen Kindle	913-295-8064	kkindle@edgertonks.org
Local Onsite Contact:	Meagan Borth	913-295-8064	mborth@edgertonks.org
		Technical Contact is same as Primary Contact	☐
		Billing Contact is same as Primary Contact	☐

Location Information

Location Name (BLDG CLLI):	Near-Net - Fiber build Required	State or Province:	KA
Address:	404 East Nelson	Floor / Room / Suite:	
City:	Edgerton	Interface Type	
Zip or Postal Code:	66021	Connector	

IP Port Information

MRC

NRC

	Dedicated Internet Access	-	-
Term:	3 yr	-	-
Port Speed:	GigE (up to 1Gb)	-	-
Sub Bandwidth:	200M	\$658.00	-
Managed Router:	FastE (C1111-8P-ET-03)	\$206.00	\$500
WAN IP's:	/30	-	-
Number of Static IP's:		-	-
Routing Protocol:	Static	-	-
Price Plan Feature Code	DIA 200M	-	-
Price Plan Description	DIA 200M 3 yr	-	-
Build Required (Cost):		-	-
Total		\$864.00	\$500.00

Notes

Sign and send to your Sales Representative

Terms and Conditions Governing This Quote / Order

- "Brightspeed" is defined for purposes of this quote as Brightspeed Broadband, LLC, or its affiliated entities providing Services under this quote. The quote may be referred to as an "Order" upon signature by Customer. The Brightspeed entity providing Services is identified on the invoice for the Services.
- This confidential quote or Order may not be disclosed to third parties and is non-binding until accepted by Brightspeed, as set forth in Section 5. Customer places this Order by signing (including electronically or digitally) or otherwise acknowledging (in a manner acceptable to Brightspeed) this document and returning it to Brightspeed.
- If Services reflected in this quote will be purchased via an Access Service Request (ASR) by a Customer that has established such capability (e.g. generally applicable to certain wholesale customers), the following shall apply: (A) Customer's ASR shall include the applicable PNUM, if any, specified in this quote or in an applicable written agreement signed by both Parties; (B) Brightspeed reserves the right to adjust the PNUM codes used by Customers (but not the underlying rates or terms associated with the PNUM) by providing written notice to Customer; (C) if the Order involves special construction, Customer must sign this quote before submitting the ASR and Customer may also be required to sign a separate Special Construction Form reflecting the estimated construction costs; (D) if the quote reflects special pricing Customer must sign this quote before submitting the ASR; and (E) a quote that is not for special construction and does not contain custom rates is an information only quote that contains the applicable rates in effect on the Quote Issue Date for the services being quoted, but Customer will be charged the applicable rates in effect under the Governing Documents (as defined in Section 16 below) on the date the Customer ASR is accepted, and (F) if a valid PNUM is not properly specified by the Customer within an ASR the Service will be charged at the then standard Tariff or ISG rates applicable to the Service.
- Unless otherwise specified, pricing for On-Net Services is valid for ninety (90) calendar days from the date indicated, and pricing for Off-Net Services is valid for forty-five (45) calendar days from the quote issue date, subject to Section 6 below. If the Customer doesn't sign and return the quote form to Brightspeed and, where applicable, submit an Access Service Request (ASR) within the timeframes specified above, the quote expires and the Customer must submit a request for a new quote. Any construction costs reflected on the quote is an estimate only and is subject to the terms of Section 6 below.
- Brightspeed will notify Customer of acceptance of requested Service in this Order by delivering (in writing or electronically) the date by which Brightspeed will install Service (the "Customer Commit Date"), by delivering the Service, or by the manner described in a Service Schedule. Customer will pay Brightspeed's standard expedite charges if Customer requests a delivery date inside Brightspeed's standard interval duration. Provisioning intervals will be adjusted and the "Customer Commit Date" may be adjusted as necessary to reflect any applicable notices and confirmations under Section 6 below.
- Prior to completion of installation: Brightspeed may notify Customer in writing (including by e-mail) of additional charges due to:
 - notices of additional charges received by Brightspeed from off-net vendors subsequent to the preparation of the quote. Customer has eight (8) business days following such notice to confirm in writing its acceptance of the additional costs; or otherwise, Customer is deemed to have cancelled the Order without additional termination charges except for out-of-pocket costs (if any) incurred in constructing facilities prior to the date of cancellation; or
 - special construction costs in excess of those quoted which are determined to be necessary (e.g. as a result of a final facilities check, site survey or during the course of construction). Customer has ninety (90) calendar days following such notice to confirm in writing its acceptance of the additional costs; or otherwise, Customer is deemed to have cancelled the Order without additional termination charges. Brightspeed will not commence or continue any engineering or construction related to the additional costs specified in the notification until it receives from the Customer a separate signed quote or Special Construction Form (SCF) or other written confirmation of Customer's acceptance of the additional special construction costs. Brightspeed reserves the right to request payment for the additional cost, or a portion thereof, in advance of construction.
 - After notice of additional costs is given pursuant to this Section 6, if costs continue to increase during the period before Customer provides confirmation of its acceptance, Brightspeed may again notify Customer of such increases, in which event the process outlined in Section 6 shall repeat with respect to such cost increase(s). Brightspeed must notify Customer of any new increases not later than seven (7) calendar days after receipt of Customer's confirmation of acceptance of costs specified in a prior notice.
- Brightspeed will deliver a written or electronic notice that the Service is installed (a "Connection Notice"), at which time billing will commence, provided however, if Brightspeed cannot complete installation due to Customer delay or inaction, Brightspeed may begin charging Customer and Customer will pay such charges in the absence of a cancellation. If Customer notifies Brightspeed within five (5) business days after delivery of the Connection Notice that Service is not functioning properly, Brightspeed will correct any deficiencies and, upon Customer's request, credit Customer's account in the amount of 1/30 of the applicable monthly recurring charge (MRC) for each day the Service did not function properly. Such credits shall apply in lieu of any credits that would otherwise apply under an applicable Service Level Agreement (SLA) for the affected Service. A "deficiency" in the Service will be deemed to exist for purposes of requiring correction under this paragraph if Customer would otherwise be entitled to credits under the applicable SLA if the Service had previously been functioning properly. Following expiration of the notice period specified in this paragraph and correction of deficiencies (if any) identified by Customer, subsequent non-performance, outages, failures to deliver or defects in Service will be governed by the SLA applicable to the affected Service, which shall be Customer's sole remedies for the items covered by the SLA.

8. At the expiration of the Service Term, unless otherwise specified in the applicable Service Attachment, Service will continue as follows: (A) for On-Net Service, month-to-month at existing rates, subject to adjustment by Brightspeed on thirty (30) days' advance written notice, until either Party provides thirty (30) days advance written notice of termination, and (B) for Off-Net Service, at existing rates subject to adjustment and/or termination in accordance with the notice provisions governing the applicable third party carrier arrangement, and in each case such Service shall continue to be subject to the terms of the Governing Documents specified in Section 16 below, until terminated.

9. If a generic demarcation point (such as a street address) is provided, the demarcation point for On-Net Services will be Brightspeed's Minimum Point of Entry (MPOE) at such location (as determined by Brightspeed). Off-net demarcation points will be the off-net vendor's MPOE. If this quote identifies aspects of services that are procured by Customer directly from third parties, Brightspeed is not liable for such services.

10. Equipment provided by Brightspeed to be located in Customer's premises ("CPE") is subject to the terms of the CPE Addendum. A copy of the CPE Addendum and a list of Services to which it applies is available upon request, and Customer acknowledges its acceptance of such terms based upon review or waiver of the right to request same. If requested by Customer, and for an additional charge, Brightspeed will provide assistance with activating and/or configuring equipment on Customer's side of the demarcation point ("Activation Support").

11. Charges for Service are exclusive of Taxes and Fees. Customer is responsible for all taxes and fees, in accordance with the Governing Documents under Section 16. If Customer presents Brightspeed with a valid exemption certificate that eliminates Brightspeed's obligation to pay certain Taxes and Fees, the exemption will apply prospectively. Single prices shown for any bundled Services or for Services provided at multiple locations will be allocated among the individual Services for the purpose of applying taxes and regulatory fees and may also be divided on Customer's invoice by location served.

12. For Off-Net Services under an Order that utilize TDM access, the following apply: (a) on sixty (60) days' prior written notice, Brightspeed may re-provision Customer's Service ("Re-provision"). If Customer objects to the Re-provision, Customer may terminate the affected Service without early termination liability by notifying Brightspeed in writing within thirty (30) days of the date of the Re-provision notification; and (b) in response to a rate increase by third party providers, Brightspeed may implement a corresponding increase in rates for such Services upon sixty (60) days' prior written notice before implementing the increase ("Rerate Notice"). If Customer objects to the increase, Customer must notify Brightspeed in writing within thirty (30) days of the date of the Rerate Notice whether Customer will (i) receive the affected Service on a month-to-month basis or (ii) terminate the affected Service, subject to early termination liability charges. Under subsection (b)(ii), Customer's requested disconnect date must be within ninety (90) days of the Rerate Notice. Unless Customer so notifies Brightspeed, the affected Service will continue to be provided at the increased rates.

13. All transport Services ordered from Brightspeed will be treated as interstate for regulatory purposes. Customer may certify transport Service as being intrastate (for regulatory purposes only) in a format as required by Brightspeed, but only where the transport Services are sold on a stand-alone basis, the end points for the Service are located in the same state and neither end point is a Brightspeed provided IP port ("Intrastate Services"). Where Customer requests that Services be designated as Intrastate Services, Customer certifies to Brightspeed that not more than ten percent (10%) of Customer's traffic utilizing the Intrastate Services will be originated or terminated outside of the state in which the Intrastate Services are provided. Such election will apply prospectively only and will apply to all Intrastate Services stated in an Order.

14. If Brightspeed offers Internet Services in the Asia-Pacific region where it does not hold a license to provide the Service, Customer consents to Brightspeed providing Service by procuring services of third-party carriers as Customer's agent, and Customer appoints Brightspeed and its vendors (if any) whose Internet Services is resold by Brightspeed as its agent to the extent necessary to obtain such Service.

16. Governing Documents.

(A) If the Service(s) reflected on this quote will be provided by a Brightspeed ILEC affiliate solely pursuant to an ISG or Tariff (i.e., without a separate contract), the Order will be governed by these terms and conditions and by the terms specified in Sections 17 or 18 below, as applicable.

(B) If the Service(s) reflected on the quote will not be provided pursuant to 16(A) above, the Service identified in this Order is subject to the Master Service Agreement between Brightspeed and Customer and any applicable Service Attachments, to the extent not inconsistent with this Order. If the Master Service Agreement does not include the Service Schedule(s) applicable to the Service(s) reflected in the Order, then Brightspeed's current standard Service Schedule applicable to the Services will apply, copies of which are available upon request and Customer acknowledges its acceptance of such terms based upon such review or waiver of the right to request same. If Brightspeed and Customer have not executed an MSA, Brightspeed's current standard Master Service Agreement and the standard Service Schedule(s) which are applicable to the Service(s) will govern, copies of which are available upon request and Customer acknowledges its acceptance of such terms based upon such review or waiver of the right to request same. In the event of a conflict between this quote and the applicable Master Service Agreement, the terms of this quote shall apply. The applicable MSA may be between Brightspeed and Customer's affiliate, if the MSA expressly authorizes the Customer and such affiliate to both submit Orders under the MSA.

(C) This Order controls over any Customer-issued purchase order, and any terms or conditions contained in a Customer-issued purchase order or other Customer ordering document will have no force or effect; any reference to a Customer-issued purchase order number is for Customer's internal tracking purposes only.

(D) If any applicable Governing Documents do not contain a limitation of the following types of damages, then the following clause shall apply: Neither party will be liable for any damages for lost profits, lost revenues, loss of goodwill, loss of anticipated savings, loss of data or cost of purchasing replacement service, or any indirect, incidental, special, consequential, exemplary or punitive damages arising out of the performance or failure to perform under this Order.

17. Additional Terms and Conditions for Services Purchased from the ISG:

A. In addition to the terms and conditions of this Order, terms and conditions for ISG services offered under this quote will be the terms found in the applicable Interstate Service Guides (the "ISGs") located at the following link: <https://www.brightspeed.com/aboutus/legal/consumer/tariff-library/tariff-information>

B. The ISGs are incorporated herein and are subject to change. Changes to the ISGs are identified at the foregoing website.

C. This quote represents a reasonable estimate of charges for Service based on the information the Customer has provided and is subject to service availability. Pricing does not include cross connects unless specifically stated. Please be aware that if Customer submits an ISG order for Service via an ASR, actual billing will be based on the specifics of Customer's ASR order, and if a valid PNUM is not properly specified the Service will be charged at the applicable ISG rates in effect on the date the ASR is accepted. Any applicable taxes, fees and surcharges will also be assessed.

D. The Services are available for the selected Service Term. If the Customer discontinues Service prior to the expiration of the term, charges will be assessed for the discontinued Service subject to the terms and conditions of the applicable ISG.

E. The ISGs contain important provisions affecting Customer's legal rights and responsibilities, including: termination liability, limitation of liability, dispute resolution, indemnification and warranty disclaimer. These provisions can be found in the sections below for each of the ISGs:

	ISG#1	ISG#2	ISG#3	ISG#4	ISG#6	ISG#7	ISG#8	ISG#9
Termination Liability	7 & 20	5 & 20	7 & 20	7 & 22	7	7	7	7 & 22
Limitation of Liability	2.1	2.1	2.1	2.1	2.1	2.1	2.1	2.1
Dispute Resolution	2.3 & 2.4	2.3 & 2.4	2.3 & 2.4	2.3 & 2.4	2.3 & 2.4	2.3 & 2.4	2.3 & 2.4	2.3 & 2.4
Indemnification	2.1 & 2.3	2.1 & 2.3	2.1 & 2.3	2.1	2.1 & 2.3	2.1 & 2.3	2.1 & 2.3	2.1 & 2.3
Warranty Disclaimer	2.1	2.1	2.1	2.1	2.1	2.1	2.1	2.1

18. Additional Terms and Conditions for Services Purchased from the Tariff:

A. In addition to the terms and conditions of this Order, terms and conditions for the Service will be found in the applicable Brightspeed tariffs on file with the respective federal and/or state regulatory commissions. This quote does not contain all the Service terms, conditions and rates set forth in the tariffs; however, all of the terms, conditions and rates contained in tariffs filed with the F.C.C. or applicable state public service commissions apply to any Service provided by Brightspeed. Tariffs applicable to the Service(s) may be modified from time-to-time. In the event of any inconsistencies or conflicts between this quote and the applicable tariff, the Company's applicable tariff provision shall apply and take precedence. Any change in the tariff terms, conditions and rates will be incorporated into this quote without requiring a written document, effective as of the effective date of such change to the tariff terms, conditions and/or rates.

B. This quote represents a reasonable estimate of the applicable tariff or contract charges for Service based on the Customer information provided. If Customer submits an ASR for Service, actual billing will be based on the specifics of the ASR, and if a valid PNUM is not properly specified the Service will be charged at the applicable Tariff rates in effect on the date the ASR is accepted. Any applicable taxes, fees or surcharges will also be assessed.

C. Termination Charge. If Customer terminates a tariff Service, Customer is responsible for payment of a termination charge ("Termination Charge") as follows:

(i) If termination is during the twelve (12) months following the date Service is made available to Customer, as evidenced by Brightspeed records (the "Minimum Service Period"), Customer will pay a Termination Charge of one-hundred percent (100%) of the Service MRCs being terminated, multiplied by the number of months remaining in the Minimum Service Period.

(ii) If termination is after the Minimum Service Period, Customer will pay a Termination Charge of forty percent (40%) of the MRCs multiplied by the number of months remaining in the Service Term.

Signature Block

Customer Name:	
Total MRC:	\$864.00
Total NRC:	\$500.00
Signature:	
Name:	
Title:	
Date:	

Customer and the individual signing above represent that such individual has the authority to bind Customer to this Agreement.

Brightspeed Enterprise Near-Net DIA Order Form

Order Information

Opportunity ID (Brightspeed PON):		Date of Quote:	9/26/23
Customer Name:	City of Edgerton	Customer Account (BAN):	314158756
Requested Due Date:		Customer Purchase Order # (PON):	
Quote Expiration Date:	12/25/23	Quote #:	

Customer Contact Information

	Name	Number	Email
Primary Contact:	Meagan Borth	913-295-8064	mborth@edgertonks.org
Technical Contact:	Dan Merkh	913-295-8064	dmerkh@edgertonks.org
Billing Contact:	Karen Kindle	913-295-8064	kkindle@edgertonks.org
Local Onsite Contact:	Meagan Borth	913-295-8064	mborth@edgertonks.org
		Technical Contact is same as Primary Contact	☐
		Billing Contact is same as Primary Contact	☐

Location Information

Location Name (BLDG CLLI):	Near-Net - Fiber build Required	State or Province:	KA
Address:	414 East Nelson	Floor / Room / Suite:	
City:	Edgerton	Interface Type	
Zip or Postal Code:	66021	Connector	

IP Port Information

MRC

NRC

Dedicated Internet Access			
Term:	3 yr	-	-
Port Speed:	FastE (up to 100Mb)	-	-
Sub Bandwidth:	100M	\$538.00	-
Managed Router:	FastE (C1111-8P-ET-03)	\$206.00	\$500
WAN IP's:	/30	-	-
Number of Static IP's:		-	-
Routing Protocol:	Static	-	-
Price Plan Feature Code	DIA 100M	-	-
Price Plan Description	DIA 100M 3 yr	-	-
Build Required (Cost):		-	-
Total		\$744.00	\$500.00

Notes

Sign and send to your Sales Representative

Terms and Conditions Governing This Quote / Order

- "Brightspeed" is defined for purposes of this quote as Brightspeed Broadband, LLC, or its affiliated entities providing Services under this quote. The quote may be referred to as an "Order" upon signature by Customer. The Brightspeed entity providing Services is identified on the invoice for the Services.
- This confidential quote or Order may not be disclosed to third parties and is non-binding until accepted by Brightspeed, as set forth in Section 5. Customer places this Order by signing (including electronically or digitally) or otherwise acknowledging (in a manner acceptable to Brightspeed) this document and returning it to Brightspeed.
- If Services reflected in this quote will be purchased via an Access Service Request (ASR) by a Customer that has established such capability (e.g. generally applicable to certain wholesale customers), the following shall apply: (A) Customer's ASR shall include the applicable PNUM, if any, specified in this quote or in an applicable written agreement signed by both Parties; (B) Brightspeed reserves the right to adjust the PNUM codes used by Customers (but not the underlying rates or terms associated with the PNUM) by providing written notice to Customer; (C) if the Order involves special construction, Customer must sign this quote before submitting the ASR and Customer may also be required to sign a separate Special Construction Form reflecting the estimated construction costs; (D) if the quote reflects special pricing Customer must sign this quote before submitting the ASR; and (E) a quote that is not for special construction and does not contain custom rates is an information only quote that contains the applicable rates in effect on the Quote Issue Date for the services being quoted, but Customer will be charged the applicable rates in effect under the Governing Documents (as defined in Section 16 below) on the date the Customer ASR is accepted, and (F) if a valid PNUM is not properly specified by the Customer within an ASR the Service will be charged at the then standard Tariff or ISG rates applicable to the Service.
- Unless otherwise specified, pricing for On-Net Services is valid for ninety (90) calendar days from the date indicated, and pricing for Off-Net Services is valid for forty-five (45) calendar days from the quote issue date, subject to Section 6 below. If the Customer doesn't sign and return the quote form to Brightspeed and, where applicable, submit an Access Service Request (ASR) within the timeframes specified above, the quote expires and the Customer must submit a request for a new quote. Any construction costs reflected on the quote is an estimate only and is subject to the terms of Section 6 below.
- Brightspeed will notify Customer of acceptance of requested Service in this Order by delivering (in writing or electronically) the date by which Brightspeed will install Service (the "Customer Commit Date"), by delivering the Service, or by the manner described in a Service Schedule. Customer will pay Brightspeed's standard expedite charges if Customer requests a delivery date inside Brightspeed's standard interval duration. Provisioning intervals will be adjusted and the "Customer Commit Date" may be adjusted as necessary to reflect any applicable notices and confirmations under Section 6 below.
- Prior to completion of installation: Brightspeed may notify Customer in writing (including by e-mail) of additional charges due to:
 - notices of additional charges received by Brightspeed from off-net vendors subsequent to the preparation of the quote. Customer has eight (8) business days following such notice to confirm in writing its acceptance of the additional costs; or otherwise, Customer is deemed to have cancelled the Order without additional termination charges except for out-of-pocket costs (if any) incurred in constructing facilities prior to the date of cancellation; or
 - special construction costs in excess of those quoted which are determined to be necessary (e.g. as a result of a final facilities check, site survey or during the course of construction). Customer has ninety (90) calendar days following such notice to confirm in writing its acceptance of the additional costs; or otherwise, Customer is deemed to have cancelled the Order without additional termination charges. Brightspeed will not commence or continue any engineering or construction related to the additional costs specified in the notification until it receives from the Customer a separate signed quote or Special Construction Form (SCF) or other written confirmation of Customer's acceptance of the additional special construction costs. Brightspeed reserves the right to request payment for the additional cost, or a portion thereof, in advance of construction.
 - After notice of additional costs is given pursuant to this Section 6, if costs continue to increase during the period before Customer provides confirmation of its acceptance, Brightspeed may again notify Customer of such increases, in which event the process outlined in Section 6 shall repeat with respect to such cost increase(s). Brightspeed must notify Customer of any new increases not later than seven (7) calendar days after receipt of Customer's confirmation of acceptance of costs specified in a prior notice.
- Brightspeed will deliver a written or electronic notice that the Service is installed (a "Connection Notice"), at which time billing will commence, provided however, if Brightspeed cannot complete installation due to Customer delay or inaction, Brightspeed may begin charging Customer and Customer will pay such charges in the absence of a cancellation. If Customer notifies Brightspeed within five (5) business days after delivery of the Connection Notice that Service is not functioning properly, Brightspeed will correct any deficiencies and, upon Customer's request, credit Customer's account in the amount of 1/30 of the applicable monthly recurring charge (MRC) for each day the Service did not function properly. Such credits shall apply in lieu of any credits that would otherwise apply under an applicable Service Level Agreement (SLA) for the affected Service. A "deficiency" in the Service will be deemed to exist for purposes of requiring correction under this paragraph if Customer would otherwise be entitled to credits under the applicable SLA if the Service had previously been functioning properly. Following expiration of the notice period specified in this paragraph and correction of deficiencies (if any) identified by Customer, subsequent non-performance, outages, failures to deliver or defects in Service will be governed by the SLA applicable to the affected Service, which shall be Customer's sole remedies for the items covered by the SLA.

8. At the expiration of the Service Term, unless otherwise specified in the applicable Service Attachment, Service will continue as follows: (A) for On-Net Service, month-to-month at existing rates, subject to adjustment by Brightspeed on thirty (30) days' advance written notice, until either Party provides thirty (30) days advance written notice of termination, and (B) for Off-Net Service, at existing rates subject to adjustment and/or termination in accordance with the notice provisions governing the applicable third party carrier arrangement, and in each case such Service shall continue to be subject to the terms of the Governing Documents specified in Section 16 below, until terminated.

9. If a generic demarcation point (such as a street address) is provided, the demarcation point for On-Net Services will be Brightspeed's Minimum Point of Entry (MPOE) at such location (as determined by Brightspeed). Off-net demarcation points will be the off-net vendor's MPOE. If this quote identifies aspects of services that are procured by Customer directly from third parties, Brightspeed is not liable for such services.

10. Equipment provided by Brightspeed to be located in Customer's premises ("CPE") is subject to the terms of the CPE Addendum. A copy of the CPE Addendum and a list of Services to which it applies is available upon request, and Customer acknowledges its acceptance of such terms based upon review or waiver of the right to request same. If requested by Customer, and for an additional charge, Brightspeed will provide assistance with activating and/or configuring equipment on Customer's side of the demarcation point ("Activation Support").

11. Charges for Service are exclusive of Taxes and Fees. Customer is responsible for all taxes and fees, in accordance with the Governing Documents under Section 16. If Customer presents Brightspeed with a valid exemption certificate that eliminates Brightspeed's obligation to pay certain Taxes and Fees, the exemption will apply prospectively. Single prices shown for any bundled Services or for Services provided at multiple locations will be allocated among the individual Services for the purpose of applying taxes and regulatory fees and may also be divided on Customer's invoice by location served.

12. For Off-Net Services under an Order that utilize TDM access, the following apply: (a) on sixty (60) days' prior written notice, Brightspeed may re-provision Customer's Service ("Re-provision"). If Customer objects to the Re-provision, Customer may terminate the affected Service without early termination liability by notifying Brightspeed in writing within thirty (30) days of the date of the Re-provision notification; and (b) in response to a rate increase by third party providers, Brightspeed may implement a corresponding increase in rates for such Services upon sixty (60) days' prior written notice before implementing the increase ("Rerate Notice"). If Customer objects to the increase, Customer must notify Brightspeed in writing within thirty (30) days of the date of the Rerate Notice whether Customer will (i) receive the affected Service on a month-to-month basis or (ii) terminate the affected Service, subject to early termination liability charges. Under subsection (b)(ii), Customer's requested disconnect date must be within ninety (90) days of the Rerate Notice. Unless Customer so notifies Brightspeed, the affected Service will continue to be provided at the increased rates.

13. All transport Services ordered from Brightspeed will be treated as interstate for regulatory purposes. Customer may certify transport Service as being intrastate (for regulatory purposes only) in a format as required by Brightspeed, but only where the transport Services are sold on a stand-alone basis, the end points for the Service are located in the same state and neither end point is a Brightspeed provided IP port ("Intrastate Services"). Where Customer requests that Services be designated as Intrastate Services, Customer certifies to Brightspeed that not more than ten percent (10%) of Customer's traffic utilizing the Intrastate Services will be originated or terminated outside of the state in which the Intrastate Services are provided. Such election will apply prospectively only and will apply to all Intrastate Services stated in an Order.

14. If Brightspeed offers Internet Services in the Asia-Pacific region where it does not hold a license to provide the Service, Customer consents to Brightspeed providing Service by procuring services of third-party carriers as Customer's agent, and Customer appoints Brightspeed and its vendors (if any) whose Internet Services is resold by Brightspeed as its agent to the extent necessary to obtain such Service.

16. Governing Documents.

(A) If the Service(s) reflected on this quote will be provided by a Brightspeed ILEC affiliate solely pursuant to an ISG or Tariff (i.e., without a separate contract), the Order will be governed by these terms and conditions and by the terms specified in Sections 17 or 18 below, as applicable.

(B) If the Service(s) reflected on the quote will not be provided pursuant to 16(A) above, the Service identified in this Order is subject to the Master Service Agreement between Brightspeed and Customer and any applicable Service Attachments, to the extent not inconsistent with this Order. If the Master Service Agreement does not include the Service Schedule(s) applicable to the Service(s) reflected in the Order, then Brightspeed's current standard Service Schedule applicable to the Services will apply, copies of which are available upon request and Customer acknowledges its acceptance of such terms based upon such review or waiver of the right to request same. If Brightspeed and Customer have not executed an MSA, Brightspeed's current standard Master Service Agreement and the standard Service Schedule(s) which are applicable to the Service(s) will govern, copies of which are available upon request and Customer acknowledges its acceptance of such terms based upon such review or waiver of the right to request same. In the event of a conflict between this quote and the applicable Master Service Agreement, the terms of this quote shall apply. The applicable MSA may be between Brightspeed and Customer's affiliate, if the MSA expressly authorizes the Customer and such affiliate to both submit Orders under the MSA.

(C) This Order controls over any Customer-issued purchase order, and any terms or conditions contained in a Customer-issued purchase order or other Customer ordering document will have no force or effect; any reference to a Customer-issued purchase order number is for Customer's internal tracking purposes only.

(D) If any applicable Governing Documents do not contain a limitation of the following types of damages, then the following clause shall apply: Neither party will be liable for any damages for lost profits, lost revenues, loss of goodwill, loss of anticipated savings, loss of data or cost of purchasing replacement service, or any indirect, incidental, special, consequential, exemplary or punitive damages arising out of the performance or failure to perform under this Order.

17. Additional Terms and Conditions for Services Purchased from the ISG:

A. In addition to the terms and conditions of this Order, terms and conditions for ISG services offered under this quote will be the terms found in the applicable Interstate Service Guides (the "ISGs") located at the following link: <https://www.brightspeed.com/aboutus/legal/consumer/tariff-library/tariff-information>

B. The ISGs are incorporated herein and are subject to change. Changes to the ISGs are identified at the foregoing website.

C. This quote represents a reasonable estimate of charges for Service based on the information the Customer has provided and is subject to service availability. Pricing does not include cross connects unless specifically stated. Please be aware that if Customer submits an ISG order for Service via an ASR, actual billing will be based on the specifics of Customer's ASR order, and if a valid PNUM is not properly specified the Service will be charged at the applicable ISG rates in effect on the date the ASR is accepted. Any applicable taxes, fees and surcharges will also be assessed.

D. The Services are available for the selected Service Term. If the Customer discontinues Service prior to the expiration of the term, charges will be assessed for the discontinued Service subject to the terms and conditions of the applicable ISG.

E. The ISGs contain important provisions affecting Customer's legal rights and responsibilities, including: termination liability, limitation of liability, dispute resolution, indemnification and warranty disclaimer. These provisions can be found in the sections below for each of the ISGs:

	ISG#1	ISG#2	ISG#3	ISG#4	ISG#6	ISG#7	ISG#8	ISG#9
Termination Liability	7 & 20	5 & 20	7 & 20	7 & 22	7	7	7	7 & 22
Limitation of Liability	2.1	2.1	2.1	2.1	2.1	2.1	2.1	2.1
Dispute Resolution	2.3 & 2.4	2.3 & 2.4	2.3 & 2.4	2.3 & 2.4	2.3 & 2.4	2.3 & 2.4	2.3 & 2.4	2.3 & 2.4
Indemnification	2.1 & 2.3	2.1 & 2.3	2.1 & 2.3	2.1	2.1 & 2.3	2.1 & 2.3	2.1 & 2.3	2.1 & 2.3
Warranty Disclaimer	2.1	2.1	2.1	2.1	2.1	2.1	2.1	2.1

18. Additional Terms and Conditions for Services Purchased from the Tariff:

A. In addition to the terms and conditions of this Order, terms and conditions for the Service will be found in the applicable Brightspeed tariffs on file with the respective federal and/or state regulatory commissions. This quote does not contain all the Service terms, conditions and rates set forth in the tariffs; however, all of the terms, conditions and rates contained in tariffs filed with the F.C.C. or applicable state public service commissions apply to any Service provided by Brightspeed. Tariffs applicable to the Service(s) may be modified from time-to-time. In the event of any inconsistencies or conflicts between this quote and the applicable tariff, the Company's applicable tariff provision shall apply and take precedence. Any change in the tariff terms, conditions and rates will be incorporated into this quote without requiring a written document, effective as of the effective date of such change to the tariff terms, conditions and/or rates.

B. This quote represents a reasonable estimate of the applicable tariff or contract charges for Service based on the Customer information provided. If Customer submits an ASR for Service, actual billing will be based on the specifics of the ASR, and if a valid PNUM is not properly specified the Service will be charged at the applicable Tariff rates in effect on the date the ASR is accepted. Any applicable taxes, fees or surcharges will also be assessed.

C. Termination Charge. If Customer terminates a tariff Service, Customer is responsible for payment of a termination charge ("Termination Charge") as follows:

(i) If termination is during the twelve (12) months following the date Service is made available to Customer, as evidenced by Brightspeed records (the "Minimum Service Period"), Customer will pay a Termination Charge of one-hundred percent (100%) of the Service MRCs being terminated, multiplied by the number of months remaining in the Minimum Service Period.

(ii) If termination is after the Minimum Service Period, Customer will pay a Termination Charge of forty percent (40%) of the MRCs multiplied by the number of months remaining in the Service Term.

Signature Block

Customer Name:	
Total MRC:	\$744.00
Total NRC:	\$500.00
Signature:	
Name:	
Title:	
Date:	

Customer and the individual signing above represent that such individual has the authority to bind Customer to this Agreement.

Brightspeed Enterprise Near-Net DIA Order Form

Order Information

Opportunity ID (Brightspeed PON):	58904007	Date of Quote:	9/26/23
Customer Name:	City of Edgerton	Customer Account (BAN):	314158756
Requested Due Date:		Customer Purchase Order # (PON):	
Quote Expiration Date:	12/25/23	Quote #:	

Customer Contact Information

	Name	Number	Email
Primary Contact:	Meagan Borth	913-295-8064	mborth@edgertonks.org
Technical Contact:	Dan Merkh	913-295-8064	dmerkh@edgertonks.org
Billing Contact:	Karen Kindle	913-295-8064	kkindle@edgertonks.org
Local Onsite Contact:	Meagan Borth	913-295-8064	mborth@edgertonks.org
		Technical Contact is same as Primary Contact	☐
		Billing Contact is same as Primary Contact	☐

Location Information

Location Name (BLDG CLLI):	Near-Net - Fiber build Required	State or Province:	KA
Address:	303 East Nelson	Floor / Room / Suite:	
City:	Edgerton	Interface Type	
Zip or Postal Code:	66021	Connector	

IP Port Information

MRC

NRC

	Dedicated Internet Access	-	-
Term:	3 yr	-	-
Port Speed:	FastE (up to 100Mb)	-	-
Sub Bandwidth:	100M	\$782.00	-
Managed Router:	FastE (C1111-8P-ET-03)	\$206.00	\$500
WAN IP's:	/30	-	-
Number of Static IP's:		-	-
Routing Protocol:	Static	-	-
Price Plan Feature Code	DIA 100M	-	-
Price Plan Description	DIA 100M 3 yr	-	-
Build Required (Cost):		-	-
Total		\$988.00	\$500.00

Notes

Sign and send to your Sales Representative

Terms and Conditions Governing This Quote / Order

- "Brightspeed" is defined for purposes of this quote as Brightspeed Broadband, LLC, or its affiliated entities providing Services under this quote. The quote may be referred to as an "Order" upon signature by Customer. The Brightspeed entity providing Services is identified on the invoice for the Services.
- This confidential quote or Order may not be disclosed to third parties and is non-binding until accepted by Brightspeed, as set forth in Section 5. Customer places this Order by signing (including electronically or digitally) or otherwise acknowledging (in a manner acceptable to Brightspeed) this document and returning it to Brightspeed.
- If Services reflected in this quote will be purchased via an Access Service Request (ASR) by a Customer that has established such capability (e.g. generally applicable to certain wholesale customers), the following shall apply: (A) Customer's ASR shall include the applicable PNUM, if any, specified in this quote or in an applicable written agreement signed by both Parties; (B) Brightspeed reserves the right to adjust the PNUM codes used by Customers (but not the underlying rates or terms associated with the PNUM) by providing written notice to Customer; (C) if the Order involves special construction, Customer must sign this quote before submitting the ASR and Customer may also be required to sign a separate Special Construction Form reflecting the estimated construction costs; (D) if the quote reflects special pricing Customer must sign this quote before submitting the ASR; and (E) a quote that is not for special construction and does not contain custom rates is an information only quote that contains the applicable rates in effect on the Quote Issue Date for the services being quoted, but Customer will be charged the applicable rates in effect under the Governing Documents (as defined in Section 16 below) on the date the Customer ASR is accepted, and (F) if a valid PNUM is not properly specified by the Customer within an ASR the Service will be charged at the then standard Tariff or ISG rates applicable to the Service.
- Unless otherwise specified, pricing for On-Net Services is valid for ninety (90) calendar days from the date indicated, and pricing for Off-Net Services is valid for forty-five (45) calendar days from the quote issue date, subject to Section 6 below. If the Customer doesn't sign and return the quote form to Brightspeed and, where applicable, submit an Access Service Request (ASR) within the timeframes specified above, the quote expires and the Customer must submit a request for a new quote. Any construction costs reflected on the quote is an estimate only and is subject to the terms of Section 6 below.
- Brightspeed will notify Customer of acceptance of requested Service in this Order by delivering (in writing or electronically) the date by which Brightspeed will install Service (the "Customer Commit Date"), by delivering the Service, or by the manner described in a Service Schedule. Customer will pay Brightspeed's standard expedite charges if Customer requests a delivery date inside Brightspeed's standard interval duration. Provisioning intervals will be adjusted and the "Customer Commit Date" may be adjusted as necessary to reflect any applicable notices and confirmations under Section 6 below.
- Prior to completion of installation: Brightspeed may notify Customer in writing (including by e-mail) of additional charges due to:
 - notices of additional charges received by Brightspeed from off-net vendors subsequent to the preparation of the quote. Customer has eight (8) business days following such notice to confirm in writing its acceptance of the additional costs; or otherwise, Customer is deemed to have cancelled the Order without additional termination charges except for out-of-pocket costs (if any) incurred in constructing facilities prior to the date of cancellation; or
 - special construction costs in excess of those quoted which are determined to be necessary (e.g. as a result of a final facilities check, site survey or during the course of construction). Customer has ninety (90) calendar days following such notice to confirm in writing its acceptance of the additional costs; or otherwise, Customer is deemed to have cancelled the Order without additional termination charges. Brightspeed will not commence or continue any engineering or construction related to the additional costs specified in the notification until it receives from the Customer a separate signed quote or Special Construction Form (SCF) or other written confirmation of Customer's acceptance of the additional special construction costs. Brightspeed reserves the right to request payment for the additional cost, or a portion thereof, in advance of construction.
 - After notice of additional costs is given pursuant to this Section 6, if costs continue to increase during the period before Customer provides confirmation of its acceptance, Brightspeed may again notify Customer of such increases, in which event the process outlined in Section 6 shall repeat with respect to such cost increase(s). Brightspeed must notify Customer of any new increases not later than seven (7) calendar days after receipt of Customer's confirmation of acceptance of costs specified in a prior notice.
- Brightspeed will deliver a written or electronic notice that the Service is installed (a "Connection Notice"), at which time billing will commence, provided however, if Brightspeed cannot complete installation due to Customer delay or inaction, Brightspeed may begin charging Customer and Customer will pay such charges in the absence of a cancellation. If Customer notifies Brightspeed within five (5) business days after delivery of the Connection Notice that Service is not functioning properly, Brightspeed will correct any deficiencies and, upon Customer's request, credit Customer's account in the amount of 1/30 of the applicable monthly recurring charge (MRC) for each day the Service did not function properly. Such credits shall apply in lieu of any credits that would otherwise apply under an applicable Service Level Agreement (SLA) for the affected Service. A "deficiency" in the Service will be deemed to exist for purposes of requiring correction under this paragraph if Customer would otherwise be entitled to credits under the applicable SLA if the Service had previously been functioning properly. Following expiration of the notice period specified in this paragraph and correction of deficiencies (if any) identified by Customer, subsequent non-performance, outages, failures to deliver or defects in Service will be governed by the SLA applicable to the affected Service, which shall be Customer's sole remedies for the items covered by the SLA.

8. At the expiration of the Service Term, unless otherwise specified in the applicable Service Attachment, Service will continue as follows: (A) for On-Net Service, month-to-month at existing rates, subject to adjustment by Brightspeed on thirty (30) days' advance written notice, until either Party provides thirty (30) days advance written notice of termination, and (B) for Off-Net Service, at existing rates subject to adjustment and/or termination in accordance with the notice provisions governing the applicable third party carrier arrangement, and in each case such Service shall continue to be subject to the terms of the Governing Documents specified in Section 16 below, until terminated.

9. If a generic demarcation point (such as a street address) is provided, the demarcation point for On-Net Services will be Brightspeed's Minimum Point of Entry (MPOE) at such location (as determined by Brightspeed). Off-net demarcation points will be the off-net vendor's MPOE. If this quote identifies aspects of services that are procured by Customer directly from third parties, Brightspeed is not liable for such services.

10. Equipment provided by Brightspeed to be located in Customer's premises ("CPE") is subject to the terms of the CPE Addendum. A copy of the CPE Addendum and a list of Services to which it applies is available upon request, and Customer acknowledges its acceptance of such terms based upon review or waiver of the right to request same. If requested by Customer, and for an additional charge, Brightspeed will provide assistance with activating and/or configuring equipment on Customer's side of the demarcation point ("Activation Support").

11. Charges for Service are exclusive of Taxes and Fees. Customer is responsible for all taxes and fees, in accordance with the Governing Documents under Section 16. If Customer presents Brightspeed with a valid exemption certificate that eliminates Brightspeed's obligation to pay certain Taxes and Fees, the exemption will apply prospectively. Single prices shown for any bundled Services or for Services provided at multiple locations will be allocated among the individual Services for the purpose of applying taxes and regulatory fees and may also be divided on Customer's invoice by location served.

12. For Off-Net Services under an Order that utilize TDM access, the following apply: (a) on sixty (60) days' prior written notice, Brightspeed may re-provision Customer's Service ("Re-provision"). If Customer objects to the Re-provision, Customer may terminate the affected Service without early termination liability by notifying Brightspeed in writing within thirty (30) days of the date of the Re-provision notification; and (b) in response to a rate increase by third party providers, Brightspeed may implement a corresponding increase in rates for such Services upon sixty (60) days' prior written notice before implementing the increase ("Rerate Notice"). If Customer objects to the increase, Customer must notify Brightspeed in writing within thirty (30) days of the date of the Rerate Notice whether Customer will (i) receive the affected Service on a month-to-month basis or (ii) terminate the affected Service, subject to early termination liability charges. Under subsection (b)(ii), Customer's requested disconnect date must be within ninety (90) days of the Rerate Notice. Unless Customer so notifies Brightspeed, the affected Service will continue to be provided at the increased rates.

13. All transport Services ordered from Brightspeed will be treated as interstate for regulatory purposes. Customer may certify transport Service as being intrastate (for regulatory purposes only) in a format as required by Brightspeed, but only where the transport Services are sold on a stand-alone basis, the end points for the Service are located in the same state and neither end point is a Brightspeed provided IP port ("Intrastate Services"). Where Customer requests that Services be designated as Intrastate Services, Customer certifies to Brightspeed that not more than ten percent (10%) of Customer's traffic utilizing the Intrastate Services will be originated or terminated outside of the state in which the Intrastate Services are provided. Such election will apply prospectively only and will apply to all Intrastate Services stated in an Order.

14. If Brightspeed offers Internet Services in the Asia-Pacific region where it does not hold a license to provide the Service, Customer consents to Brightspeed providing Service by procuring services of third-party carriers as Customer's agent, and Customer appoints Brightspeed and its vendors (if any) whose Internet Services is resold by Brightspeed as its agent to the extent necessary to obtain such Service.

16. Governing Documents.

(A) If the Service(s) reflected on this quote will be provided by a Brightspeed ILEC affiliate solely pursuant to an ISG or Tariff (i.e., without a separate contract), the Order will be governed by these terms and conditions and by the terms specified in Sections 17 or 18 below, as applicable.

(B) If the Service(s) reflected on the quote will not be provided pursuant to 16(A) above, the Service identified in this Order is subject to the Master Service Agreement between Brightspeed and Customer and any applicable Service Attachments, to the extent not inconsistent with this Order. If the Master Service Agreement does not include the Service Schedule(s) applicable to the Service(s) reflected in the Order, then Brightspeed's current standard Service Schedule applicable to the Services will apply, copies of which are available upon request and Customer acknowledges its acceptance of such terms based upon such review or waiver of the right to request same. If Brightspeed and Customer have not executed an MSA, Brightspeed's current standard Master Service Agreement and the standard Service Schedule(s) which are applicable to the Service(s) will govern, copies of which are available upon request and Customer acknowledges its acceptance of such terms based upon such review or waiver of the right to request same. In the event of a conflict between this quote and the applicable Master Service Agreement, the terms of this quote shall apply. The applicable MSA may be between Brightspeed and Customer's affiliate, if the MSA expressly authorizes the Customer and such affiliate to both submit Orders under the MSA.

(C) This Order controls over any Customer-issued purchase order, and any terms or conditions contained in a Customer-issued purchase order or other Customer ordering document will have no force or effect; any reference to a Customer-issued purchase order number is for Customer's internal tracking purposes only.

(D) If any applicable Governing Documents do not contain a limitation of the following types of damages, then the following clause shall apply: Neither party will be liable for any damages for lost profits, lost revenues, loss of goodwill, loss of anticipated savings, loss of data or cost of purchasing replacement service, or any indirect, incidental, special, consequential, exemplary or punitive damages arising out of the performance or failure to perform under this Order.

17. Additional Terms and Conditions for Services Purchased from the ISG:

A. In addition to the terms and conditions of this Order, terms and conditions for ISG services offered under this quote will be the terms found in the applicable Interstate Service Guides (the "ISGs") located at the following link: <https://www.brightspeed.com/aboutus/legal/consumer/tariff-library/tariff-information>

B. The ISGs are incorporated herein and are subject to change. Changes to the ISGs are identified at the foregoing website.

C. This quote represents a reasonable estimate of charges for Service based on the information the Customer has provided and is subject to service availability. Pricing does not include cross connects unless specifically stated. Please be aware that if Customer submits an ISG order for Service via an ASR, actual billing will be based on the specifics of Customer's ASR order, and if a valid PNUM is not properly specified the Service will be charged at the applicable ISG rates in effect on the date the ASR is accepted. Any applicable taxes, fees and surcharges will also be assessed.

D. The Services are available for the selected Service Term. If the Customer discontinues Service prior to the expiration of the term, charges will be assessed for the discontinued Service subject to the terms and conditions of the applicable ISG.

E. The ISGs contain important provisions affecting Customer's legal rights and responsibilities, including: termination liability, limitation of liability, dispute resolution, indemnification and warranty disclaimer. These provisions can be found in the sections below for each of the ISGs:

	ISG#1	ISG#2	ISG#3	ISG#4	ISG#6	ISG#7	ISG#8	ISG#9
Termination Liability	7 & 20	5 & 20	7 & 20	7 & 22	7	7	7	7 & 22
Limitation of Liability	2.1	2.1	2.1	2.1	2.1	2.1	2.1	2.1
Dispute Resolution	2.3 & 2.4	2.3 & 2.4	2.3 & 2.4	2.3 & 2.4	2.3 & 2.4	2.3 & 2.4	2.3 & 2.4	2.3 & 2.4
Indemnification	2.1 & 2.3	2.1 & 2.3	2.1 & 2.3	2.1	2.1 & 2.3	2.1 & 2.3	2.1 & 2.3	2.1 & 2.3
Warranty Disclaimer	2.1	2.1	2.1	2.1	2.1	2.1	2.1	2.1

18. Additional Terms and Conditions for Services Purchased from the Tariff:

A. In addition to the terms and conditions of this Order, terms and conditions for the Service will be found in the applicable Brightspeed tariffs on file with the respective federal and/or state regulatory commissions. This quote does not contain all the Service terms, conditions and rates set forth in the tariffs; however, all of the terms, conditions and rates contained in tariffs filed with the F.C.C. or applicable state public service commissions apply to any Service provided by Brightspeed. Tariffs applicable to the Service(s) may be modified from time-to-time. In the event of any inconsistencies or conflicts between this quote and the applicable tariff, the Company's applicable tariff provision shall apply and take precedence. Any change in the tariff terms, conditions and rates will be incorporated into this quote without requiring a written document, effective as of the effective date of such change to the tariff terms, conditions and/or rates.

B. This quote represents a reasonable estimate of the applicable tariff or contract charges for Service based on the Customer information provided. If Customer submits an ASR for Service, actual billing will be based on the specifics of the ASR, and if a valid PNUM is not properly specified the Service will be charged at the applicable Tariff rates in effect on the date the ASR is accepted. Any applicable taxes, fees or surcharges will also be assessed.

C. Termination Charge. If Customer terminates a tariff Service, Customer is responsible for payment of a termination charge ("Termination Charge") as follows:

(i) If termination is during the twelve (12) months following the date Service is made available to Customer, as evidenced by Brightspeed records (the "Minimum Service Period"), Customer will pay a Termination Charge of one-hundred percent (100%) of the Service MRCs being terminated, multiplied by the number of months remaining in the Minimum Service Period.

(ii) If termination is after the Minimum Service Period, Customer will pay a Termination Charge of forty percent (40%) of the MRCs multiplied by the number of months remaining in the Service Term.

Signature Block

Customer Name:	
Total MRC:	\$988.00
Total NRC:	\$500.00
Signature:	
Name:	
Title:	
Date:	

Customer and the individual signing above represent that such individual has the authority to bind Customer to this Agreement.

Brightspeed Enterprise Near-Net DIA Order Form

Order Information

Opportunity ID (Brightspeed PON):		Date of Quote:	9/26/23
Customer Name:	City of Edgerton	Customer Account (BAN):	314158756
Requested Due Date:		Customer Purchase Order # (PON):	
Quote Expiration Date:	12/25/23	Quote #:	

Customer Contact Information

	Name	Number	Email
Primary Contact:	Meagan Borth	913-295-8064	mborth@edgertonks.org
Technical Contact:	Dan Merkh	913-295-8064	dmerkh@edgertonks.org
Billing Contact:	Karen Kindle	913-295-8064	kkindle@edgertonks.org
Local Onsite Contact:	Meagan Borth	913-295-8064	mborth@edgertonks.org
		Technical Contact is same as Primary Contact	☐
		Billing Contact is same as Primary Contact	☐

Location Information

Location Name (BLDG CLLI):	Near-Net - Fiber build Required	State or Province:	KA
Address:	20600 Homestead LN.	Floor / Room / Suite:	
City:	Edgerton	Interface Type	
Zip or Postal Code:	66021	Connector	

IP Port Information

MRC

NRC

Dedicated Internet Access			
Term:	3 yr	-	-
Port Speed:	FastE (up to 100Mb)	-	-
Sub Bandwidth:	100M	\$625.00	-
Managed Router:	FastE (C1111-8P-ET-03)	\$206.00	\$500
WAN IP's:	/30	-	-
Number of Static IP's:		-	-
Routing Protocol:	Static	-	-
Price Plan Feature Code	DIA 100M	-	-
Price Plan Description	DIA 100M 3 yr	-	-
Build Required (Cost):		-	-
Total		\$831.00	\$500.00

Notes

Sign and send to your Sales Representative

Terms and Conditions Governing This Quote / Order

- "Brightspeed" is defined for purposes of this quote as Brightspeed Broadband, LLC, or its affiliated entities providing Services under this quote. The quote may be referred to as an "Order" upon signature by Customer. The Brightspeed entity providing Services is identified on the invoice for the Services.
- This confidential quote or Order may not be disclosed to third parties and is non-binding until accepted by Brightspeed, as set forth in Section 5. Customer places this Order by signing (including electronically or digitally) or otherwise acknowledging (in a manner acceptable to Brightspeed) this document and returning it to Brightspeed.
- If Services reflected in this quote will be purchased via an Access Service Request (ASR) by a Customer that has established such capability (e.g. generally applicable to certain wholesale customers), the following shall apply: (A) Customer's ASR shall include the applicable PNUM, if any, specified in this quote or in an applicable written agreement signed by both Parties; (B) Brightspeed reserves the right to adjust the PNUM codes used by Customers (but not the underlying rates or terms associated with the PNUM) by providing written notice to Customer; (C) if the Order involves special construction, Customer must sign this quote before submitting the ASR and Customer may also be required to sign a separate Special Construction Form reflecting the estimated construction costs; (D) if the quote reflects special pricing Customer must sign this quote before submitting the ASR; and (E) a quote that is not for special construction and does not contain custom rates is an information only quote that contains the applicable rates in effect on the Quote Issue Date for the services being quoted, but Customer will be charged the applicable rates in effect under the Governing Documents (as defined in Section 16 below) on the date the Customer ASR is accepted, and (F) if a valid PNUM is not properly specified by the Customer within an ASR the Service will be charged at the then standard Tariff or ISG rates applicable to the Service.
- Unless otherwise specified, pricing for On-Net Services is valid for ninety (90) calendar days from the date indicated, and pricing for Off-Net Services is valid for forty-five (45) calendar days from the quote issue date, subject to Section 6 below. If the Customer doesn't sign and return the quote form to Brightspeed and, where applicable, submit an Access Service Request (ASR) within the timeframes specified above, the quote expires and the Customer must submit a request for a new quote. Any construction costs reflected on the quote is an estimate only and is subject to the terms of Section 6 below.
- Brightspeed will notify Customer of acceptance of requested Service in this Order by delivering (in writing or electronically) the date by which Brightspeed will install Service (the "Customer Commit Date"), by delivering the Service, or by the manner described in a Service Schedule. Customer will pay Brightspeed's standard expedite charges if Customer requests a delivery date inside Brightspeed's standard interval duration. Provisioning intervals will be adjusted and the "Customer Commit Date" may be adjusted as necessary to reflect any applicable notices and confirmations under Section 6 below.
- Prior to completion of installation: Brightspeed may notify Customer in writing (including by e-mail) of additional charges due to:
 - notices of additional charges received by Brightspeed from off-net vendors subsequent to the preparation of the quote. Customer has eight (8) business days following such notice to confirm in writing its acceptance of the additional costs; or otherwise, Customer is deemed to have cancelled the Order without additional termination charges except for out-of-pocket costs (if any) incurred in constructing facilities prior to the date of cancellation; or
 - special construction costs in excess of those quoted which are determined to be necessary (e.g. as a result of a final facilities check, site survey or during the course of construction). Customer has ninety (90) calendar days following such notice to confirm in writing its acceptance of the additional costs; or otherwise, Customer is deemed to have cancelled the Order without additional termination charges. Brightspeed will not commence or continue any engineering or construction related to the additional costs specified in the notification until it receives from the Customer a separate signed quote or Special Construction Form (SCF) or other written confirmation of Customer's acceptance of the additional special construction costs. Brightspeed reserves the right to request payment for the additional cost, or a portion thereof, in advance of construction.
 - After notice of additional costs is given pursuant to this Section 6, if costs continue to increase during the period before Customer provides confirmation of its acceptance, Brightspeed may again notify Customer of such increases, in which event the process outlined in Section 6 shall repeat with respect to such cost increase(s). Brightspeed must notify Customer of any new increases not later than seven (7) calendar days after receipt of Customer's confirmation of acceptance of costs specified in a prior notice.
- Brightspeed will deliver a written or electronic notice that the Service is installed (a "Connection Notice"), at which time billing will commence, provided however, if Brightspeed cannot complete installation due to Customer delay or inaction, Brightspeed may begin charging Customer and Customer will pay such charges in the absence of a cancellation. If Customer notifies Brightspeed within five (5) business days after delivery of the Connection Notice that Service is not functioning properly, Brightspeed will correct any deficiencies and, upon Customer's request, credit Customer's account in the amount of 1/30 of the applicable monthly recurring charge (MRC) for each day the Service did not function properly. Such credits shall apply in lieu of any credits that would otherwise apply under an applicable Service Level Agreement (SLA) for the affected Service. A "deficiency" in the Service will be deemed to exist for purposes of requiring correction under this paragraph if Customer would otherwise be entitled to credits under the applicable SLA if the Service had previously been functioning properly. Following expiration of the notice period specified in this paragraph and correction of deficiencies (if any) identified by Customer, subsequent non-performance, outages, failures to deliver or defects in Service will be governed by the SLA applicable to the affected Service, which shall be Customer's sole remedies for the items covered by the SLA.

8. At the expiration of the Service Term, unless otherwise specified in the applicable Service Attachment, Service will continue as follows: (A) for On-Net Service, month-to-month at existing rates, subject to adjustment by Brightspeed on thirty (30) days' advance written notice, until either Party provides thirty (30) days advance written notice of termination, and (B) for Off-Net Service, at existing rates subject to adjustment and/or termination in accordance with the notice provisions governing the applicable third party carrier arrangement, and in each case such Service shall continue to be subject to the terms of the Governing Documents specified in Section 16 below, until terminated.

9. If a generic demarcation point (such as a street address) is provided, the demarcation point for On-Net Services will be Brightspeed's Minimum Point of Entry (MPOE) at such location (as determined by Brightspeed). Off-net demarcation points will be the off-net vendor's MPOE. If this quote identifies aspects of services that are procured by Customer directly from third parties, Brightspeed is not liable for such services.

10. Equipment provided by Brightspeed to be located in Customer's premises ("CPE") is subject to the terms of the CPE Addendum. A copy of the CPE Addendum and a list of Services to which it applies is available upon request, and Customer acknowledges its acceptance of such terms based upon review or waiver of the right to request same. If requested by Customer, and for an additional charge, Brightspeed will provide assistance with activating and/or configuring equipment on Customer's side of the demarcation point ("Activation Support").

11. Charges for Service are exclusive of Taxes and Fees. Customer is responsible for all taxes and fees, in accordance with the Governing Documents under Section 16. If Customer presents Brightspeed with a valid exemption certificate that eliminates Brightspeed's obligation to pay certain Taxes and Fees, the exemption will apply prospectively. Single prices shown for any bundled Services or for Services provided at multiple locations will be allocated among the individual Services for the purpose of applying taxes and regulatory fees and may also be divided on Customer's invoice by location served.

12. For Off-Net Services under an Order that utilize TDM access, the following apply: (a) on sixty (60) days' prior written notice, Brightspeed may re-provision Customer's Service ("Re-provision"). If Customer objects to the Re-provision, Customer may terminate the affected Service without early termination liability by notifying Brightspeed in writing within thirty (30) days of the date of the Re-provision notification; and (b) in response to a rate increase by third party providers, Brightspeed may implement a corresponding increase in rates for such Services upon sixty (60) days' prior written notice before implementing the increase ("Rerate Notice"). If Customer objects to the increase, Customer must notify Brightspeed in writing within thirty (30) days of the date of the Rerate Notice whether Customer will (i) receive the affected Service on a month-to-month basis or (ii) terminate the affected Service, subject to early termination liability charges. Under subsection (b)(ii), Customer's requested disconnect date must be within ninety (90) days of the Rerate Notice. Unless Customer so notifies Brightspeed, the affected Service will continue to be provided at the increased rates.

13. All transport Services ordered from Brightspeed will be treated as interstate for regulatory purposes. Customer may certify transport Service as being intrastate (for regulatory purposes only) in a format as required by Brightspeed, but only where the transport Services are sold on a stand-alone basis, the end points for the Service are located in the same state and neither end point is a Brightspeed provided IP port ("Intrastate Services"). Where Customer requests that Services be designated as Intrastate Services, Customer certifies to Brightspeed that not more than ten percent (10%) of Customer's traffic utilizing the Intrastate Services will be originated or terminated outside of the state in which the Intrastate Services are provided. Such election will apply prospectively only and will apply to all Intrastate Services stated in an Order.

14. If Brightspeed offers Internet Services in the Asia-Pacific region where it does not hold a license to provide the Service, Customer consents to Brightspeed providing Service by procuring services of third-party carriers as Customer's agent, and Customer appoints Brightspeed and its vendors (if any) whose Internet Services is resold by Brightspeed as its agent to the extent necessary to obtain such Service.

16. Governing Documents.

(A) If the Service(s) reflected on this quote will be provided by a Brightspeed ILEC affiliate solely pursuant to an ISG or Tariff (i.e., without a separate contract), the Order will be governed by these terms and conditions and by the terms specified in Sections 17 or 18 below, as applicable.

(B) If the Service(s) reflected on the quote will not be provided pursuant to 16(A) above, the Service identified in this Order is subject to the Master Service Agreement between Brightspeed and Customer and any applicable Service Attachments, to the extent not inconsistent with this Order. If the Master Service Agreement does not include the Service Schedule(s) applicable to the Service(s) reflected in the Order, then Brightspeed's current standard Service Schedule applicable to the Services will apply, copies of which are available upon request and Customer acknowledges its acceptance of such terms based upon such review or waiver of the right to request same. If Brightspeed and Customer have not executed an MSA, Brightspeed's current standard Master Service Agreement and the standard Service Schedule(s) which are applicable to the Service(s) will govern, copies of which are available upon request and Customer acknowledges its acceptance of such terms based upon such review or waiver of the right to request same. In the event of a conflict between this quote and the applicable Master Service Agreement, the terms of this quote shall apply. The applicable MSA may be between Brightspeed and Customer's affiliate, if the MSA expressly authorizes the Customer and such affiliate to both submit Orders under the MSA.

(C) This Order controls over any Customer-issued purchase order, and any terms or conditions contained in a Customer-issued purchase order or other Customer ordering document will have no force or effect; any reference to a Customer-issued purchase order number is for Customer's internal tracking purposes only.

(D) If any applicable Governing Documents do not contain a limitation of the following types of damages, then the following clause shall apply: Neither party will be liable for any damages for lost profits, lost revenues, loss of goodwill, loss of anticipated savings, loss of data or cost of purchasing replacement service, or any indirect, incidental, special, consequential, exemplary or punitive damages arising out of the performance or failure to perform under this Order.

17. Additional Terms and Conditions for Services Purchased from the ISG:

A. In addition to the terms and conditions of this Order, terms and conditions for ISG services offered under this quote will be the terms found in the applicable Interstate Service Guides (the "ISGs") located at the following link: <https://www.brightspeed.com/aboutus/legal/consumer/tariff-library/tariff-information>

B. The ISGs are incorporated herein and are subject to change. Changes to the ISGs are identified at the foregoing website.

C. This quote represents a reasonable estimate of charges for Service based on the information the Customer has provided and is subject to service availability. Pricing does not include cross connects unless specifically stated. Please be aware that if Customer submits an ISG order for Service via an ASR, actual billing will be based on the specifics of Customer's ASR order, and if a valid PNUM is not properly specified the Service will be charged at the applicable ISG rates in effect on the date the ASR is accepted. Any applicable taxes, fees and surcharges will also be assessed.

D. The Services are available for the selected Service Term. If the Customer discontinues Service prior to the expiration of the term, charges will be assessed for the discontinued Service subject to the terms and conditions of the applicable ISG.

E. The ISGs contain important provisions affecting Customer's legal rights and responsibilities, including: termination liability, limitation of liability, dispute resolution, indemnification and warranty disclaimer. These provisions can be found in the sections below for each of the ISGs:

	ISG#1	ISG#2	ISG#3	ISG#4	ISG#6	ISG#7	ISG#8	ISG#9
Termination Liability	7 & 20	5 & 20	7 & 20	7 & 22	7	7	7	7 & 22
Limitation of Liability	2.1	2.1	2.1	2.1	2.1	2.1	2.1	2.1
Dispute Resolution	2.3 & 2.4	2.3 & 2.4	2.3 & 2.4	2.3 & 2.4	2.3 & 2.4	2.3 & 2.4	2.3 & 2.4	2.3 & 2.4
Indemnification	2.1 & 2.3	2.1 & 2.3	2.1 & 2.3	2.1	2.1 & 2.3	2.1 & 2.3	2.1 & 2.3	2.1 & 2.3
Warranty Disclaimer	2.1	2.1	2.1	2.1	2.1	2.1	2.1	2.1

18. Additional Terms and Conditions for Services Purchased from the Tariff:

A. In addition to the terms and conditions of this Order, terms and conditions for the Service will be found in the applicable Brightspeed tariffs on file with the respective federal and/or state regulatory commissions. This quote does not contain all the Service terms, conditions and rates set forth in the tariffs; however, all of the terms, conditions and rates contained in tariffs filed with the F.C.C. or applicable state public service commissions apply to any Service provided by Brightspeed. Tariffs applicable to the Service(s) may be modified from time-to-time. In the event of any inconsistencies or conflicts between this quote and the applicable tariff, the Company's applicable tariff provision shall apply and take precedence. Any change in the tariff terms, conditions and rates will be incorporated into this quote without requiring a written document, effective as of the effective date of such change to the tariff terms, conditions and/or rates.

B. This quote represents a reasonable estimate of the applicable tariff or contract charges for Service based on the Customer information provided. If Customer submits an ASR for Service, actual billing will be based on the specifics of the ASR, and if a valid PNUM is not properly specified the Service will be charged at the applicable Tariff rates in effect on the date the ASR is accepted. Any applicable taxes, fees or surcharges will also be assessed.

C. Termination Charge. If Customer terminates a tariff Service, Customer is responsible for payment of a termination charge ("Termination Charge") as follows:

(i) If termination is during the twelve (12) months following the date Service is made available to Customer, as evidenced by Brightspeed records (the "Minimum Service Period"), Customer will pay a Termination Charge of one-hundred percent (100%) of the Service MRCs being terminated, multiplied by the number of months remaining in the Minimum Service Period.

(ii) If termination is after the Minimum Service Period, Customer will pay a Termination Charge of forty percent (40%) of the MRCs multiplied by the number of months remaining in the Service Term.

Signature Block

Customer Name:	
Total MRC:	\$831.00
Total NRC:	\$500.00
Signature:	
Name:	
Title:	
Date:	

Customer and the individual signing above represent that such individual has the authority to bind Customer to this Agreement.

ADDENDUM TO ORDERS

This addendum (“Addendum”) is effective as of the date of the signature below (the “Addendum Effective Date”) by the City of Edgerton (“Customer”). This Addendum’s purpose is to modify and/or clarify the Customer orders pursuant to Customer Account #314158756 for sites at the following four addresses: 404 East Nelson, 414 East Nelson, 303 East Nelson and 20600 Homestead Lane (the “Orders”), a copy of which is attached hereto, in the manner described below:

1. MODIFICATION TO THE ORDERS.

- A. At the end of “Terms and Conditions Governing This Quote/Order,” the following Section 19 is added to each Order:

“19. **Non-Appropriation of Funds** - In the event Customer funds are not budgeted and appropriated for payments due under this Order for the then current or succeeding fiscal year, this Order shall impose no obligation on the Customer as to such current or succeeding fiscal year and shall become null and void except as to the payments herein agreed upon for which funds shall have been appropriated and budgeted, and no right of action or damage shall accrue to the benefit of Brightspeed, its successors or assigns, for any further payments. If this Non-Appropriation of Funds provision is utilized, Customer agrees to immediately notify Brightspeed, its successors or assigns and to peaceably surrender possession of any equipment provided under this Order to Brightspeed, its successors or assigns.”

2. EFFECT.

This Addendum shall apply to the Orders upon the Addendum Effective Date and shall have no applicability to any other order(s) submitted by Customer, previously or in the future. All other terms and conditions in the Orders will remain in full force and effect and be binding upon the Parties. If there is a conflict between this Addendum and the Orders, the terms of this Addendum will govern.

By signing below, you are confirming that you have read, understand, and agree to the terms & conditions contained in or referenced in this Addendum. Please return this Addendum and entire order/quote to your Brightspeed sales representative.

Term	☐ 1 Year ☒ 3 Year ☐ 5 Year ____ Other		
Company Legal Name:	City of Edgerton		
Customer Signature:		Date :	
Name:			
	(typed/printed)		
Title:			
	(typed/printed)		



Community Development Quarterly Report

Quarter 3:
Jul-Sep 2023

Building

Building Permits Issued

13 RESIDENTIAL **8** NON RESIDENTIAL

2
REROOFS

2
DECKS

3
FOUNDATION
REPAIRS

1
NEW
CONSTRUCTION

\$1,284,115 TOTAL PERMIT
VALUATION

\$86,165 Residential Valuation
\$1,312 Residential Fees

\$1,197,950 Commercial Valuation
\$11,270 Commercial Fees

Building Inspections

17 RESIDENTIAL

39 NON RESIDENTIAL

Planning News

Permitting Software Update

The City has gone live with the permitting software program that we have been working to implement over the summer. This software will improve organization and record keeping, shortening review times and improving the overall permitting experience for residents and developers. Soon, residents and developers will be able to submit permits and plan sets digitally, along with an option to track permit statuses in real time.



Envision Edgerton: Comprehensive Plan Update

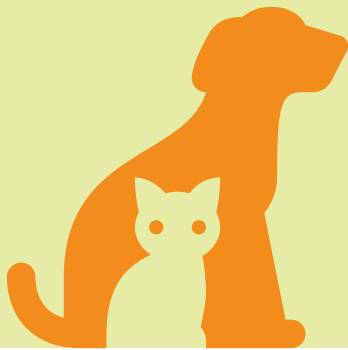
An Open House for the Envision Edgerton Comprehensive Plan was held on August 7, where 40+ residents attended and provided feedback. The Plan is currently in the Implementation stage and staff is continuing to work with our consultant, Confluence, on the overall plan and will be scheduling a Joint Workshop with the Planning Commission and City Council once the draft of the plan is ready. Following the Joint Workshop, the Plan will be presented to Planning Commission for recommendation and ultimately, City Council for adoption.



Community Development Quarterly Report

Quarter 3:
Jul-Sept 2023

Animal Control



45

LOOSE ANIMALS

8

BARKING
COMPLAINTS

1

DECEASED
ANIMALS REMOVED

10

UNREGISTERED
PET VIOLATIONS

2

NEGLECT
INVESTIGATIONS

1

CHICKEN PERMITS
& INSPECTIONS

0

DOG BITE CASES

0

CITATION ISSUED

Boat/RV	6
Inoperable Vehicles	19
Trash/Exterior Conditions/Storage	17
Public Safety	3
Parking	1
Signage	0
Tall Grass/Weeds	13
Environmental	0
Zoning	3

CODE ENFORCEMENT

62

VIOLATION LEVEL
CASES

79%

OFFICER DRIVEN

4

CITATIONS ISSUED

21%

RESIDENT DRIVEN



The Community Development Department strives to create a livable, resilient, and safe City by enhancing and guiding our community's neighborhoods and commercial areas through City planning, building supervision, code enforcement, and animal control.

City of Edgerton - 3rd Quarter 2023 Report
General Fund (Unaudited)

	YTD Actual	2023 Budget	% Used	Remaining
Revenues:				
Ad Valorem Tax	\$ 2,355,447	\$ 2,377,512	99.1%	\$ (22,065)
City TIF Increment	\$ (50,434)	\$ (50,425)	100.0%	\$ (9)
Delinquent Tax	\$ 3,233	\$ -	n/a	\$ 3,233
Motor Vehicle Tax	\$ 41,312	\$ 53,576	77.1%	\$ (12,264)
Recreational Vehicle Tax	\$ 951	\$ 823	115.6%	\$ 128
16/20M Vehicle Tax	\$ 311	\$ 488	63.7%	\$ (177)
Local Alcoholic Liquor Tax	\$ 5,444	\$ 9,000	60.5%	\$ (3,556)
Local Comp Use Tax	\$ 330,856	\$ 253,000	130.8%	\$ 77,856
County Use Tax	\$ 104,678	\$ 122,000	85.8%	\$ (17,322)
Local Sales Tax	\$ 521,994	\$ 540,000	96.7%	\$ (18,006)
County Sales Tax	\$ 304,210	\$ 380,000	80.1%	\$ (75,790)
Franchise Tax	\$ 190,019	\$ 199,000	95.5%	\$ (8,981)
Licenses & Permits	\$ 278,471	\$ 224,000	124.3%	\$ 54,471
Charges for Services	\$ 101,691	\$ 85,470	119.0%	\$ 16,221
Fines & Forfeitures	\$ 56,337	\$ 80,000	70.4%	\$ (23,663)
Miscellaneous	\$ 14,785	\$ -	n/a	\$ 14,785
Investment Income	\$ 47,922	\$ 15,000	319.5%	\$ 32,922
Total Revenue	\$ 4,307,227	\$ 4,289,444	100.4%	\$ 17,783
Expenditures:				
General Government	\$ 816,186	\$ 1,136,738	71.8%	\$ 320,552
Law Enforcement	\$ 298,656	\$ 572,719	52.1%	\$ 274,063
Public Works	\$ 446,024	\$ 721,645	61.8%	\$ 275,621
Parks	\$ 223,755	\$ 334,747	66.8%	\$ 110,992
Facilities	\$ 82,509	\$ 142,424	57.9%	\$ 59,915
Fleet Maintenance	\$ 34,921	\$ 62,250	56.1%	\$ 27,329
Community Development	\$ 291,772	\$ 494,000	59.1%	\$ 202,228
Economic Development	\$ 89,323	\$ 494,775	18.1%	\$ 405,452
Information Technology	\$ 72,550	\$ 90,667	80.0%	\$ 18,117
Employee Benefits	\$ 402,169	\$ 602,718	66.7%	\$ 200,549
Total Expenditures	\$ 2,757,865	\$ 4,652,683	59.3%	\$ 1,894,818
Sources Over(Under) Expenditures:	\$ 1,549,362	\$ (363,239)		
Other Financing Sources & Uses				
Transfers from Other Funds:				
Transfer from Capital Projects Fund	\$ 62,902	\$ -	n/a	\$ (62,902)
Transfer from TIF Funds-City TIF Fee	\$ 5,321	\$ 5,343	99.6%	\$ 22
Transfers to Other Funds:				
Transfer to Equipment Reserve Fund-General	\$ (176,000)	\$ (127,200)	138.4%	\$ 48,800
Transfer to Capital Projects Fund	\$ (56,781)	\$ -	n/a	\$ 56,781
Total Other Financing Sources & Uses	\$ (164,558)	\$ (121,857)		
Beginning Fund Balance	\$ 2,368,806	\$ 1,901,407		
Estimated Ending Fund Balance		\$ 1,416,311		
Unaudited Ending Fund Balance	\$ 3,753,610			
Reserve Required				
17% of 2023 budgeted expenditures	\$ 791,330			
25% of 2023 budgeted expenditures	\$ 1,163,721			
Budget Authority				
2023 Budget Authority	\$ 6,196,192			
Remaining 2023 Budget Authority	\$ 3,602,885			
% of Budget Authority Used	41.9%			

City of Edgerton - 3rd Quarter 2023 Report

Water Fund (Unaudited)

	YTD Actual	2023 Budget	% Used	Remaining
Revenues:				
Charges for Services	\$ 366,380	\$ 487,630	75.1%	\$ (121,249.60)
Fines & Forfeitures	\$ 5,706	\$ 20,000	28.5%	\$ (14,293.84)
Miscellaneous	\$ 46	\$ -	n/a	\$ 46.00
Investment Income	\$ 2,711	\$ 2,500	108.5%	\$ 211.49
Total Revenue	\$ 374,844	\$ 510,130	73.5%	\$ (135,285.95)
Expenditures:				
Fleet Maintenance	\$ 1,543	\$ 6,075	25.4%	\$ 4,532
Information Technology	\$ 38,485	\$ 51,738	74.4%	\$ 13,253
Production	\$ 131,022	\$ 175,000	74.9%	\$ 43,978
Distribution	\$ 41,081	\$ 63,030	65.2%	\$ 21,949
Administrative-Water	\$ 109,750	\$ 150,151	73.1%	\$ 40,401
Employee Benefits	\$ 28,724	\$ 37,938	75.7%	\$ 9,214
Debt Service	\$ 14,955	\$ 14,957	100.0%	\$ 2
Total Expenditures	\$ 365,561	\$ 498,889	73.3%	\$ 133,328
Sources Over(Under) Expenditures:	\$ 9,283	\$ 11,241		
Transfer from Other Funds				
Transfer from Capital Project Fund	\$ 13,114	\$ -	n/a	\$ (13,114)
Transfers to Other Funds:				
Transfer to Equipment Reserve Fund-Water	\$ (15,000)	\$ (15,000)	100.0%	\$ -
Transfer to Capital Projects Fund	\$ -	\$ -	n/a	\$ -
Total	\$ (1,886)	\$ (15,000)		
Beginning Fund Balance	\$ 183,079	\$ 137,901		
Estimated Ending Fund Balance		\$ 134,142		
Unaudited Ending Fund Balance	\$ 190,477			
Reserve Required				
17% of 2023 budgeted expenditures	\$ 84,811			
25% of 2023 budgeted expenditures	\$ 124,722			
Budget Authority				
2023 Budget Authority	\$ 648,031			
Remaining 2023 Budget Authority	\$ 284,356			
% of Budget Authority Used	56.1%			

City of Edgerton - 3rd Quarter 2023 Report
Sewer Fund (Unaudited)

	YTD Actual	2023 Budget	% Used	Remaining
Revenues:				
Charges for Services	\$ 540,478	\$ 704,931	76.7%	\$ (164,453)
Licenses & Permits	\$ 100	\$ 100	100.0%	\$ -
Fines & Forfeitures	\$ 6,431	\$ -	n/a	\$ 6,431
Miscellaneous	\$ -	\$ -	n/a	\$ -
Investment Income	\$ 12,058	\$ 3,500	344.5%	\$ 8,558
Total Revenue	\$ 559,067	\$ 708,531	78.9%	\$ (149,464)
Expenditures:				
Fleet Maintenance	\$ 1,885	\$ 6,075	31.0%	\$ 4,190
Information Technology	\$ 38,785	\$ 51,738	75.0%	\$ 12,953
Treatment Plant	\$ 107,213	\$ 193,772	55.3%	\$ 86,559
Sewer Line Maintenance	\$ 775	\$ 11,700	6.6%	\$ 10,925
Lift Stations/Vaults	\$ 14,925	\$ 35,756	41.7%	\$ 20,831
Administrative-Sewer	\$ 168,439	\$ 235,028	71.7%	\$ 66,589
Employee Benefits	\$ 51,272	\$ 65,055	78.8%	\$ 13,783
Debt Service	\$ 194,438	\$ 194,438	100.0%	\$ -
Total Expenditures	\$ 577,732	\$ 793,562	72.8%	\$ 215,830
Sources Over(Under) Expenditures:	\$ (18,665)	\$ (85,031)		
Transfer from Other Funds:				
Transfer from LPKC Ph 1 PIF	\$ 194,438	\$ 194,438	100.0%	\$ -
Transfer from Capital Projects Fund	\$ -	\$ -	n/a	\$ -
Transfers to Other Funds:				
Transfer to Equipment Reserve Fund-Sewer	\$ -	\$ -	n/a	\$ -
Transfer to Capital Projects Fund	\$ (14,100)	\$ (64,000)	22.0%	\$ (49,900)
Total	\$ 180,338	\$ 130,438		
Beginning Fund Balance	\$ 570,359	\$ 456,410		
Estimated Ending Fund Balance		\$ 501,817		
Unaudited Ending Fund Balance	\$ 732,032			
Reserve Required				
17% of 2023 budgeted expenditures	\$ 134,996			
25% of 2023 budgeted expenditures	\$ 198,391			
Budget Authority				
2023 Budget Authority	\$ 1,359,379			
Remaining 2023 Budget Authority	\$ 601,309			
% of Budget Authority Used	55.8%			