

**EDGERTON CITY COUNCIL  
MEETING AGENDA  
CITY HALL, 404 EAST NELSON STREET  
November 14, 2019  
7:00 P.M.**

**Call to Order**

1. **Roll Call** \_\_\_\_ Roberts \_\_\_\_ Longanecker \_\_\_\_ Brown \_\_\_\_ Conus \_\_\_\_ Lewis \_\_\_\_ Smith
2. **Welcome**
3. **Pledge of Allegiance**

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

4. Approve Minutes for October 24, 2019 Regular City Council Meeting
5. Accept 207<sup>th</sup> Grade Separation Easements
6. Accept Highway 56 Trail Easements
7. Approve Final Change Order, Final Acceptance of Homestead Lane/207<sup>th</sup> Street Project and Authorize Final Payment to Miles Excavating
8. Approve 2020 Funding Recommendations for the Human Service Fund
9. Approve Animal Permit for Darius Crist at 510 W. Braun
10. Approve Animal Permit for Homer M & Billie K Damet at 202 W. 8<sup>th</sup> Street
11. Approve Animal Permit for Galaz Trust at 1300 W. Braun
12. Approve Animal Permit for Michael Mabrey at 1200 W. Braun
13. Approve Animal Permit for Richard Magee at 1301 W. 8<sup>th</sup> Street
14. Approve Animal Permit for Jarold D. Owens at 410 W. Braun
15. Approve Animal Permit for Glyn Powers at 1606 W. 8<sup>th</sup> Street
16. Approve Animal Permit for Marvin Vail at 1405 W. 8<sup>th</sup> Street
17. Approve Year-End Longevity Bonus for Employees
18. Approve Ordinance No. 2029 Providing for the Range of Salaries and Compensation of Various City Officers and Employees
19. Approve Agreement Renewing an Existing Facility Use and Maintenance Agreement for the Bank of Knowledge and Authorizing Its Use by the Board of Directors of the Johnson County Library as a Library Facility

**Regular Agenda**

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

**Business Requiring Action**

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

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

**23. CONSIDER AGREEMENT WITH BG CONSULTANTS FOR THE DESIGN OF HOMESTEAD LANE INTERSECTION IMPROVEMENTS**

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

**24. CONSIDER A CONTRACT FOR SERVICES AND SCOPE OF WORK WITH ETC INSTITUTE FOR A CITIZEN SURVEY**

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

**25. CONSIDER RESOLUTION NO. 11-14-19A AUTHORIZING AND PROVIDING FOR THE ACQUISITION, DESIGN, CONSTRUCTION, AND EQUIPPING OF A NEW COMMUNITY BUILDING AND RELATED IMPROVEMENTS IN THE CITY OF EDGERTON, KANSAS; AND PROVIDING FOR THE PAYMENT OF THE COSTS THEREOF.**

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

**26. Report By The City Administrator**

- Marketing and Communications Quarterly Update
- Snow Season Kick-Off
- Field Rental Walk-Off

**27. Report By the Mayor**

**28. CONSIDER RECESSING INTO EXECUTIVE SESSION PURSUANT TO K.S.A. 75-4319(B)(2) FOR CONSULTATION WITH AN ATTORNEY DEEMED PRIVILEGED IN THE ATTORNEY-CLIENT RELATIONSHIP TO INCLUDE CITY ATTORNEY AND CITY ADMINISTRATOR FOR THE PURPOSES OF CONTRACT NEGOTIATIONS**

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

**29. Future Meeting Reminders:**

- November 28<sup>th</sup>: City Council – CANCELED
- December 10<sup>th</sup>: Planning Commission – 7PM
- December 12<sup>th</sup>: City Council Meeting – 7PM
- December 26<sup>th</sup>: City Council Meeting – CANCELED

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

# EVENTS

November 20<sup>th</sup>: Youth Cooking Class – Breakfast Foods

November 28<sup>th</sup>: Thanksgiving – City Offices Closed

November 29<sup>th</sup>: City Offices Closed

December 2<sup>nd</sup>: Youth Art Class – Gift Making

December 6<sup>th</sup>: Mayor's Christmas Tree Lighting Ceremony

December 9<sup>th</sup>: Youth Cooking Class – Holiday Baking

December 11<sup>th</sup>: Holiday Home Decorating Contest – Registration Due

December 24<sup>th</sup>: Christmas Eve – City Offices Closed

December 25<sup>th</sup>: Christmas – City Offices Closed

**City of Edgerton, Kansas**  
**Minutes of City Council Regular Session**  
**October 24, 2019**

A Regular Session of the City Council was held in the Edgerton City Hall, 404 E. Nelson Edgerton, Kansas on October 24, 2019. The meeting convened at 7:00 p.m. with Mayor Roberts presiding.

**1. ROLL CALL**

Ron Conus	present
Clay Longanecker	present
Josh Lewis	present via phone
Katee Smith	present
Jody Brown	present

With a quorum present, the meeting commenced.

Staff in attendance:

City Administrator Beth Linn
City Attorney Lee Hendricks
City Clerk Rachel James
Finance Director Karen Kindle
Development Services Director Katy Crow
Public Works Superintendent Trey Whitaker
ElevateEdgerton! President James Oltman

**2. WELCOME**

**3. PLEDGE OF ALLEGIANCE**

**CONSENT AGENDA**

4. Approve Minutes for October 10, 2019 Regular City Council Meeting
5. Approve One-Year Contract Extension with Clements Cleaning Service to Provide Janitorial Services for the Edgerton City Hall and Auxiliary Office Space for 2020
6. Approve Resolution No. 10-24-19A Setting Forth the Authority for Members of the Governing Body and City Staff Regarding the City's Accounts at Central Bank of the Midwest

Motion by Brown, Second by Longanecker to approve the consent agenda.

Motion passed, 5-0.

**REGULAR AGENDA**

7. **Public Comments.** None.
8. **Declaration.** None.



9. Third Quarter Presentation by James Oltman of ElevateEdgerton!

James Oltman, President of ElevateEdgerton!, highlighted the work ElevateEdgerton! has focused on in the third quarter of 2019. This includes the Kubota Ribbon Cutting Ceremony, Hostess finalizing plans to open in November, filling existing space within LKPC, and progress on the three main priorities of residential development, commercial development, and workforce development. Mr. Oltman spoke about his trip to Japan through the Japan Foundation where he met with key business partners in Tokyo.

**BUSINESS REQUIRING ACTION**

**10. CONSIDER APPROVAL OF ORDINANCE NO. 2027 ADOPTING THE PLANNING COMMISSION'S RECOMMENDATION TO APPROVE AN AMENDMENT TO THE EDGERTON UNIFIED DEVELOPMENT CODE TO INCLUDE AN UPDATED VERSION OF ARTICLE 10 – SECTION 10.1**

Katy Crow, Development Services Director, overviewed the updates to Article 10. Planning Commission recommended adoption by the Governing Body.

Motion by Longanecker, Second by Smith to approve Ordinance No. 2027.

Motion passed, 5-0.

**11. CONSIDER ORDINANCE NO. 2028 AUTHORIZING BOND DOCUMENTS AND THE ISSUANCE OF THE CITY'S INDUSTRIAL REVENUE BONDS (ELHC LI, LLC PROJECT) SERIES 2019, FOR THE PURPOSE OF FINANCING AND PROVIDING TAX ABATEMENT FOR A DISTRIBUTION AND WAREHOUSE FACILITY**

Scott Anderson, City Bond Counsel, introduced Ordinance No. 2028. The Ordinance authorizes the City to issue up to \$60,000,000 of industrial revenue bonds for the Project. The bonds are not a general obligation of the City and do not count against the City's debt limit.

Motion by Longanecker, Second by Brown to approve Ordinance No. 2028.

Motion passed, 5-0.

**12. CONSIDER ADOPTION OF THE 2020-2024 CIP**

Beth Linn, City Administrator, overviewed the CIP project schedule which includes projects that have been funded by the Governing Body previously as well as projects that were added per the consensus from the Council work session. These projects include disconnecting the library downspouts from the sanitary sewer system, ERP Software Acquisition, Nelson: East 3<sup>rd</sup> – West 8<sup>th</sup> Street, Streetlight Study and Inventory, and 1<sup>st</sup> and Merriwood Stormwater Repairs. Ms. Linn stated that the project costs included are preliminary cost estimates and Staff will know more on costs as projects progress.

Motion by Brown, Second by Smith to approve the adoption of the 2020-2024 CIP.

Motion passed, 5-0.

**13. CONSIDER RECESSING INTO EXECUTIVE SESSION PURSUANT TO K.S.A. 75-4319(B)(2) FOR CONSULTATION WITH AN ATTORNEY DEEMED PRIVILEGED IN THE ATTORNEY-CLIENT RELATIONSHIP TO INCLUDE CITY ATTORNEY AND CITY ADMINISTRATOR FOR THE PURPOSE OF CONTRACT NEGOTIATIONS**

Motion by Longanecker, Second by Smith to recess into executive session pursuant to K.S.A. 75-4319 (b)(2) for the purpose of discussing contract negotiations to include City Attorney and City Administrator for thirty (30) minutes.

Motion was approved, 5-0.

Session recessed at 7:53 pm. Meeting reconvened at 8:23 pm.

Motion by Longanecker, Second by Smith to return to open session.

Motion was approved, 5-0.

Motion by Longanecker, Second by Smith to recess into executive session pursuant to K.S.A. 75-4319 (b)(2) for the purpose of discussing contract negotiations to include City Attorney and City Administrator for twenty (20) minutes.

Motion was approved, 5-0.

Session recessed at 8:24 pm. Meeting reconvened at 8:44 pm.

Motion by Longanecker, Second by Smith to return to open session.

Motion was approved, 5-0.

Motion by Longanecker, Second by Smith to recess into executive session pursuant to K.S.A. 75-4319 (b)(2) for the purpose of discussing contract negotiations to include City Attorney and City Administrator for fifteen (15) minutes.

Motion was approved, 5-0.

Session recessed at 8:45 pm. Meeting reconvened at 9:00 pm.

Motion by Longanecker, Second by Smith to return to open session.

Motion was approved, 5-0.

Motion by Brown, Second by Longanecker to empower the Mayor to sign on behalf of the City a maintenance pad agreement with BNSF pending approval by City Attorney.

Motion passed, 5-0.

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

Ms. Linn stated that Friday October 25, 2019 would be the last day for Building Inspector Kenny Wiseman. The backup contractor has been in place and wanted to inform Council there should not be a delay in service.

Karen Kindle, Finance Director, overviewed the third quarter financials for the separate funds. Councilmember Conus questioned the difference in expected versus actual revenues for permits and fees for services. Ms. Kindle stated that it depends on the amount of projects and how permits pulled for various stages in construction/projects.

#### **15. Report by the Mayor**

Mayor Roberts yielded the floor to Councilmember Smith. She spoke on the League of Kansas Municipalities Conference and what she learned at the conference.

Mayor Roberts wanted to remind citizens of the election on November 5<sup>th</sup> and that the new council would be seated on December 12, 2019.

Councilmember Longanecker suggested he would like to give Staff an extra day off for Christmas. Mayor Roberts agreed and stated Staff works very hard all year and that Christmas Eve is a great reward for a great year.

Motion by Longanecker, Second by Smith to add a Holiday for December 24, 2019.

Motion passed, 5-0.

#### **16. Future Meeting Reminders:**

- October 24<sup>th</sup>: City Council Meeting – 7PM
- November 12<sup>th</sup>: Planning Commission – 7PM
- November 14<sup>th</sup>: City Council – 7PM
- November 28<sup>th</sup>: City Council – CANCELED
- December 10<sup>th</sup>: Planning Commission – 7PM
- December 12<sup>th</sup>: City Council Meeting – 7PM
- December 26<sup>th</sup>: City Council Meeting – CANCELED

#### **17. Adjourn**

Motion by Smith, Second by Longanecker to adjourn.

Motion was approved 5-0. The meeting adjourned at 9:07 pm.

## EVENTS

October 27<sup>th</sup>: Halloween Party

November 1<sup>st</sup>: Trivia Night at White Tail Run Winery proceeds go to Mayor's Christmas Tree Fund (6:30 – 9PM)

November 4<sup>th</sup>: Youth Art Class

November 12<sup>th</sup>: World War I Museum and Memorial Trip

December 6<sup>th</sup>: Mayor's Christmas Tree Lighting Ceremony

**DEED OF DEDICATION**

This deed of dedication is made on this 10th day of October, 2019.

**Larry A. Showalter.** (hereinafter "Grantor"), a single person, for the consideration of Fifty-One Dollars (\$51.00) in hand paid, sells, conveys, and deeds to the City of Edgerton, Kansas (hereinafter "Grantee"), free and clear of all liens and encumbrances, fee title to the following described real property in Johnson County, Kansas:

SEE ATTACHMENT "A" ATTACHED HERETO  
AND BY REFERENCE MADE A PART HEREOF.

IN WITNESS WHEREOF, the parties above named have hereunto set their hands and seals the date first above written.

**GRANTOR:**

**LARRY A. SHOWALTER**

By: Larry Showalter ✓  
Printed Name: Larry A Showalter  
Title: \_\_\_\_\_  
Street Address: 37075 207th Street  
City, State & Zip: Edgerton, KS 66021

**GRANTEE:**

(SEAL)

**CITY OF EDGERTON, KANSAS,**  
A Municipal Corporation

By: \_\_\_\_\_  
Beth Linn, City Administrator

ATTEST:

\_\_\_\_\_  
Rachel A. James, City Clerk

**ACKNOWLEDGMENT**

STATE OF Kansas )  
 ) ss:  
COUNTY OF Johnson )

BE IT REMEMBERED, That on this 10th day of October 2019, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came **Larry A. Showalter**, a single person, who is personally known to me to be the same person who executed as such officer/member the foregoing instrument of writing on behalf of said entity and said person duly acknowledged the execution of the same to be the act and deed of said entity.

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

Alexandra Clower

Notary Public

My Appointment Expires:

7/9/2022



#### ACKNOWLEDGMENT

STATE OF KANSAS )  
 ) ss:  
COUNTY OF JOHNSON )

BE IT REMEMBERED, That on this \_\_\_\_\_ day of \_\_\_\_\_, 2019, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came **BETH LINN**, City Administrator of the City of Edgerton, Kansas, and **RACHEL A. JAMES**, City Clerk of said City, who are personally known to me to be the same persons who executed, as such officers, the within instrument on behalf of said City, and such persons duly acknowledged the execution of the same to be the act and deed of said City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year first above written.

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

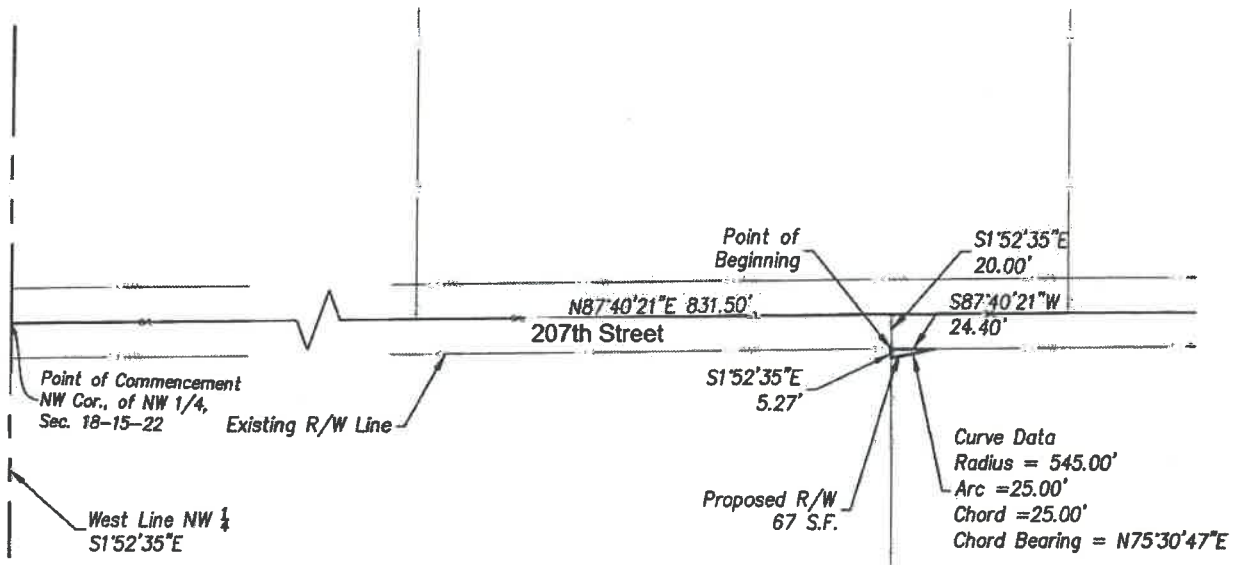
My Appointment Expires:

\_\_\_\_\_

# PROPERTY ACQUISITION EXHIBIT

## RIGHT OF WAY

Larry A Showalter



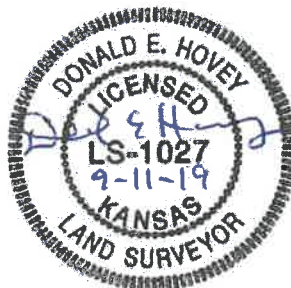
### R/W Description

All that part of the Northwest Quarter of Section 18, Township 15 South, Range 22 East, in Johnson County, Kansas, more particularly described as follows:

Commencing at the Northwest corner of said Northwest Quarter; thence North 87°40'21" East along the north line of said Northwest Quarter a distance of 831.50 feet; thence South 01°52'35" East along a line parallel to the west line of said Northwest Quarter a distance of 20.00 feet to the Point of Beginning; thence continuing South 01°52'35" East along a line parallel to the west line of said Northwest Quarter a distance of 5.27 feet; thence northeasterly, along a non-tangent curve to the left having a radius of 545.00 feet a chord bearing of North 75°30'47" East, and a chord length of 25.00 feet for a distance of 25.00 feet to a point on the existing south R/W line of 207th Street; thence South 87°40'21" West along said existing right of way line and parallel to the north line of said Northwest Quarter a distance of 24.40 feet to the Point of Beginning, containing 67 square feet, or 0.002 acres, more or less.



1"=100'  
0 50' 100'



Donald E Hovey - KS PS 1027  
dhovey@ric-consult.com

Sheet 1 of 1  
Prepared 09-11-19  
Prepared By: DEH



132 Abbie Avenue  
Kansas City, Kansas 66103

913.317.9500  
www.ric-consult.com

City Project: 207<sup>th</sup> Street Grade Separation  
Parcel No. 4F221518-1011

**TEMPORARY CONSTRUCTION EASEMENT**

THIS AGREEMENT, Made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by and between **LARRY A. SHOWALTER**, a single person, hereinafter called Grantor, and the **CITY OF EDGERTON, KANSAS**, a Municipal Corporation, located in the County of Johnson, State of Kansas, hereinafter called Grantee.

NOW, THEREFORE, for the sum of One Thousand, Five Hundred and Seventy-Three Dollars (\$1,573.00) and other good and valuable consideration, including just compensation paid for all property damage resulting from the public improvement and from those factors set forth in K.S.A. 26-513 and other factors arising from the public improvement to be made, including but not limited to access to the property; productivity, convenience, use to be made of the property remaining; view; severance of the tract; changes of grade; loss or impairment of access; loss of landscaping, trees and shrubbery; loss of fences; damage to property remaining due to change of grade; medians; and increased water run-off or drainage as indicated on the construction plan; the sufficiency of which is hereby acknowledged, the Grantor does hereby grant to Grantee, its successors and assigns, a Temporary Construction Easement in, on, over, under and through the following described real estate, to wit:

SEE ATTACHMENT "A" ATTACHED HERETO  
AND BY REFERENCE MADE A PART HEREOF.

The above described easement is to be used for the purpose of constructing, grading, improving, reconstructing and inspecting the project shown by the plans of said proposed improvement. This Temporary Construction Easement includes the right of ingress and egress in, on, over, under and through the above-described real estate.



This Temporary Construction Easement shall be for a two (2) year period starting with the date of the Construction Work Order (CWO) which begins the project and expiring two (2) years thereafter, or August 20, 2020, whichever is the earliest date. Grantor agrees that if the project is delayed and not completed within the temporary construction easement area prior to the expiration date set forth herein, Grantee, upon the filing of an Affidavit of Notice of Extension of Temporary Construction Easement with the Record and Tax Administration in Johnson County, Kansas, shall be granted a period of time not to exceed one (1) year from the original expiration date, to complete said project within the easement area. In no event shall the actual work of the project within the temporary construction easement area exceed a time period of two years.

For one year after the expiration date or extension of the expiration date set forth in this easement, Grantee shall have the right to perform maintenance work on or repair of the improvement and to perform landscaping work related thereto.

Grantor reserves the right to fully use and enjoy the premises except for such use as may unreasonably interfere with the exercise by Grantee of the rights granted herein.

After completion of construction, Grantee shall restore the premises and improvement within the temporary construction easement to as near as possible the conditions set out in the project plans and specifications. Said improvement within the temporary construction easement shall be permanent.

Grantee agrees to restore the temporary construction easement by seeding, replacement of sod or paving as set out in the improvement plans and specifications. Grading within the temporary construction easement may result in a permanent grade change.

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

This agreement is binding upon the heirs, executors, administrators, successors and assigns of the Grantor and Grantee, and it is understood that this agreement cannot be changed or altered in any way except by writing, legally signed by both Grantor and Grantee.

TO THESE COVENANTS, the Grantor does hereby consent and agree.

IN WITNESS WHEREOF, the parties above named have hereunto set their hands and seals the date first above written.

**GRANTOR:**

**LARRY A. SHOWALTER**

By: Larry Showalter ✓  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Street Address: \_\_\_\_\_  
City, State & Zip: \_\_\_\_\_

**GRANTEE:**

**CITY OF EDGERTON, KANSAS,**  
A Municipal Corporation

(SEAL)

By: \_\_\_\_\_  
Beth Linn, City Administrator

ATTEST:

\_\_\_\_\_  
Rachel A. James, City Clerk

## ACKNOWLEDGMENT

STATE OF Kansas )  
 ) ss:  
COUNTY OF Johnson

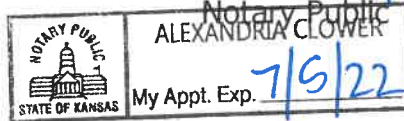
BE IT REMEMBERED, That on this 10th day of October 2019, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came **LARRY A. SHOWALTER**, a single person, who is personally known to me to be the same person who executed as such officer/member the foregoing instrument of writing on behalf of said entity and said person duly acknowledged the execution of the same to be the act and deed of said entity.

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

Alexandra Clower

My Appointment Expires:

7/5/2022



## ACKNOWLEDGMENT

STATE OF KANSAS )  
 ) ss:  
COUNTY OF JOHNSON )

BE IT REMEMBERED, That on this \_\_\_\_\_ day of \_\_\_\_\_, 2019, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came **BETH LINN**, City Administrator of the City of Edgerton, Kansas, and **RACHEL A. JAMES**, City Clerk of said City, who are personally known to me to be the same persons who executed, as such officers, the within instrument on behalf of said City, and such persons duly acknowledged the execution of the same to be the act and deed of said City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year first above written.

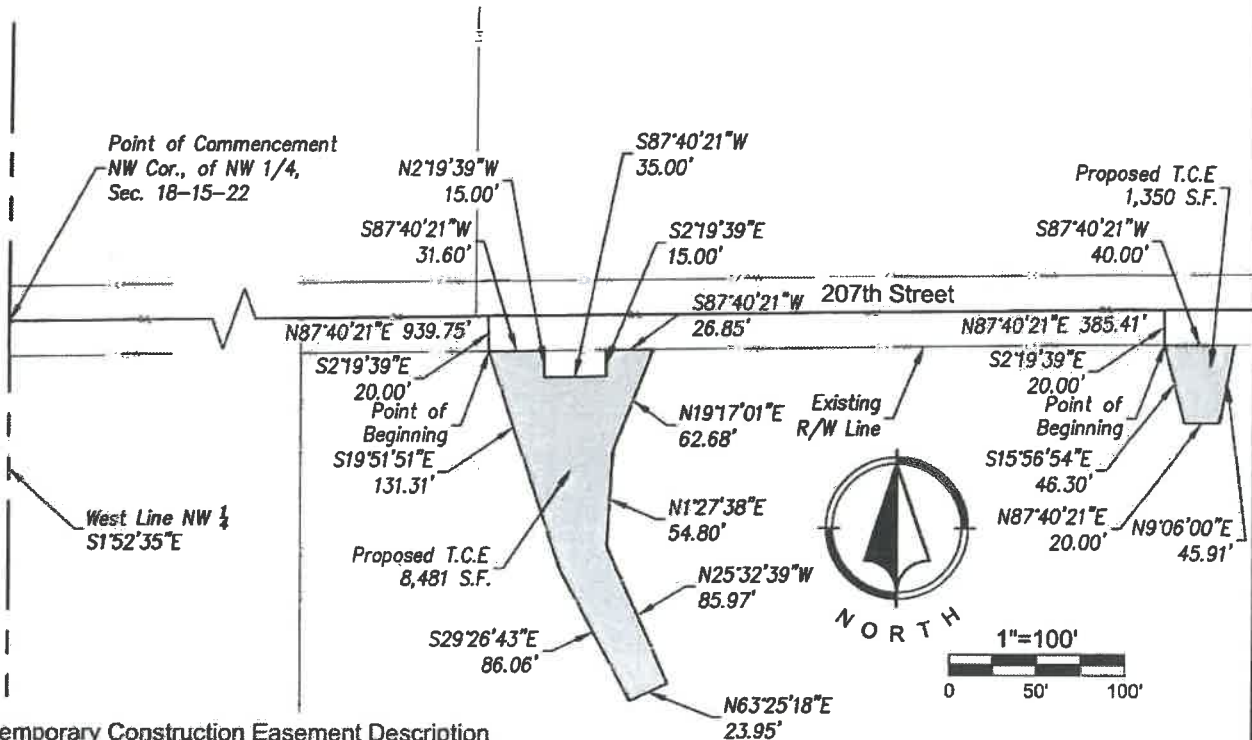
\_\_\_\_\_  
Notary Public

My Appointment Expires:

\_\_\_\_\_

# PROPERTY ACQUISITION EXHIBIT TEMPORARY CONSTRUCTION EASEMENT

Larry A Showalter

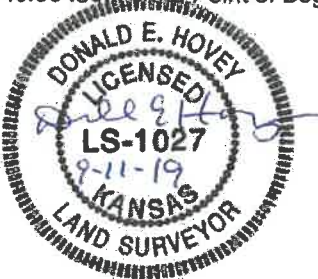


## Temporary Construction Easement Description

All that part of the Northwest Quarter of Section 18, Township 15 South, Range 22 East, in Johnson County, Kansas, more particularly described as follows:

Commencing at the Northwest corner of said Northwest Quarter; thence North 87°40'21" East along the north line of said Northwest Quarter a distance of 939.75 feet; thence South 02°19'39" East a distance of 20.00 feet to the Point of Beginning; thence South 19°51'51" East a distance of 131.31 feet; thence South 29°26'43" East a distance of 86.06 feet; thence North 63°25'18" East a distance of 23.95 feet; thence North 25°32'39" West a distance of 85.97 feet; thence North 1°27'38" East a distance of 54.80 feet; thence North 19°17'01" East a distance of 62.68 feet; thence South 87°40'21" West a distance of 26.85 feet; thence South 02°19'39" East a distance of 15.00 feet; thence South 87°40'21" West a distance of 35.00 feet; thence North 02°19'39" West a distance of 15.00; thence South 87°40'21" West a distance of 31.60 feet to the Point of Beginning, containing 8,481 square feet, or 0.195 acres, more or less.

and Commencing at the Northwest corner of said Northwest Quarter; thence North 87°40'21" East along the north line of said Northwest Quarter a distance of 1325.16 feet; thence South 02°19'39" East a distance of 20.00 feet to the Point of Beginning; thence South 15°56'54" East a distance of 46.30 feet; thence North 87°40'21" East a distance of 20.00 feet; thence North 9°06'00" East a distance of 45.91 feet; thence South 87°40'21" West a distance of 40.00 feet to the Point of Beginning, containing 1,350 square feet, or 0.031 acres, more or less.



Donald E Hovey - KS PS 1027  
dhovey@ric-consult.com



Sheet 1 of 1  
Prepared 09-11-19  
Prepared By: DEH

City Project: 207<sup>th</sup> Street Grade Separation  
Parcel No. 4F221518-1011

**PERMANENT UTILITY EASEMENT**

THIS AGREEMENT, Made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by and between **LARRY A. SHOWALTER**, a single person, hereinafter called Grantor, and the **CITY OF EDGERTON, KANSAS**, a Municipal Corporation, located in the County of Johnson, State of Kansas, hereinafter called Grantee.

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

SECTION ONE  
GRANT OF PERMANENT EASEMENT

In consideration of One Hundred Thirty-Four Dollars (\$134.00) in hand paid and other valuable consideration, including just compensation paid for all property damage resulting from the public improvement and from those factors set forth in K.S.A. 26-513 and other factors arising from the public improvement to be made, including but not limited to increased water run-off or drainage; loss of trees and landscaping; and erosion, receipt of which is hereby acknowledged, the Grantors do hereby grant and convey to the Grantee, its successors and assigns, a permanent easement for installation of utilities and other appurtenances in, over, on, under and through the following described land in the County of Johnson, State of Kansas (such land is referred to herein as the premises):

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

SECTION TWO  
RESTRICTED USE BY GRANTORS

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

SECTION THREE  
WARRANTY OF TITLE

Grantor covenants that they are the owner of the premises and have the right, title and capacity to grant the easement granted herein.

SECTION FOUR  
EFFECT OF AGREEMENT

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

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

**GRANTOR:**

**LARRY A. SHOWALTER**

By: Larry Showalter ✓  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Street Address: \_\_\_\_\_  
City, State & Zip: \_\_\_\_\_

**GRANTEE:**

**CITY OF EDGERTON, KANSAS,**  
A Municipal Corporation

By: \_\_\_\_\_  
Beth Linn, City Administrator

**ATTEST:**

\_\_\_\_\_  
Rachel James, City Clerk

(SEAL)

### ACKNOWLEDGMENT

STATE OF KANSAS       )  
                                  ) ss:  
COUNTY OF JOHNSON    )

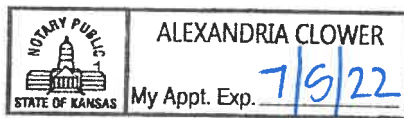
BE IT REMEMBERED, that on this 10th day of October, 2019, before me, the undersigned, a Notary Public within and for the County and State aforesaid, came **LARRY A. SHOWALTER**, a single person, who is personally known to me to be the same person who executed the within document of their own free will and accord and have the authority to do so.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year first above written.

Alexandria Clower  
Notary Public

My Appointment Expires:

7/9/2022



### ACKNOWLEDGMENT

STATE OF KANSAS    )  
                                  ) ss:  
COUNTY OF JOHNSON    )

BE IT REMEMBERED, That on this \_\_\_\_\_ day of \_\_\_\_\_, 2019, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came **BETH LINN**, City Administrator of the City of Edgerton, Kansas, and **RACHEL JAMES**, City Clerk of said City, who are personally known to me to be the same persons who executed, as such officers, the within instrument on behalf of said City, and such persons duly acknowledged the execution of the same to be the act and deed of said City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year first above written.

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

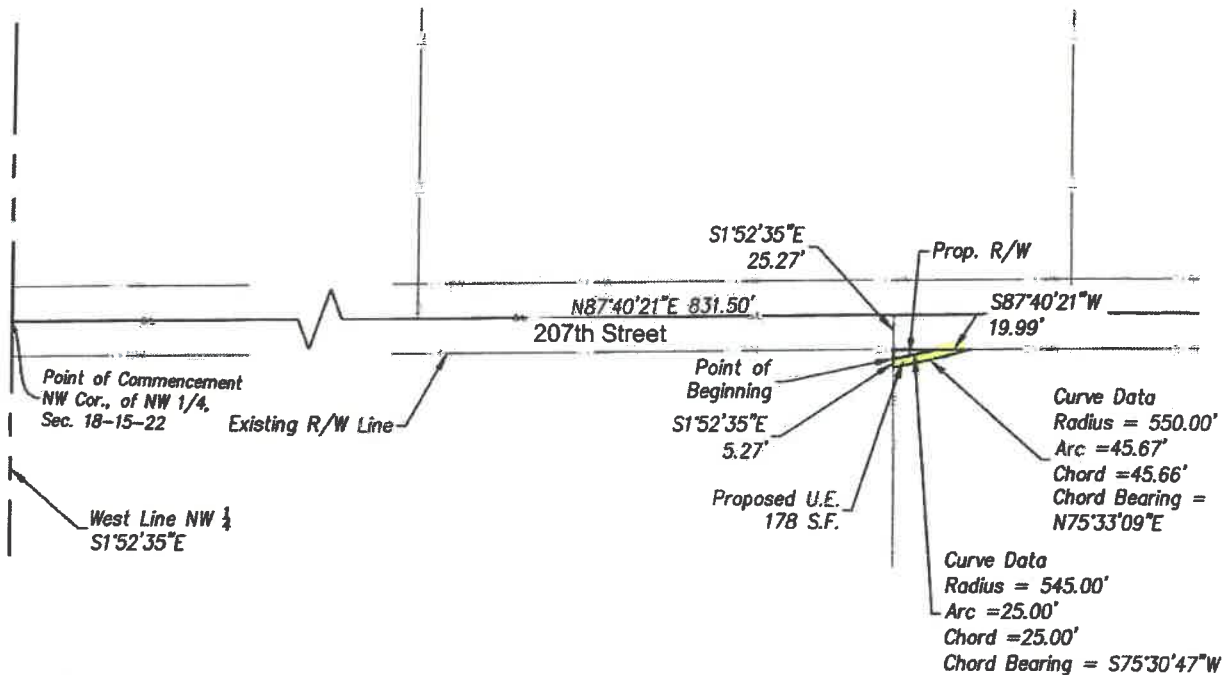
My Appointment Expires:

\_\_\_\_\_



# PROPERTY ACQUISITION EXHIBIT PERMANENT UTILITY EASEMENT

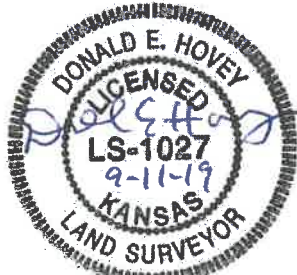
Larry A Showalter



## Permanent Utility Easement Description

All that part of the Northwest Quarter of Section 18, Township 15 South, Range 22 East, in Johnson County, Kansas, more particularly described as follows:

Commencing at the Northwest corner of said Northwest Quarter; thence North 87°40'21" East along the north line of said Northwest Quarter a distance of 831.50 feet; thence South 01°52'35" East along a line parallel to the west line of said Northwest Quarter a distance of 25.27 feet to the Point of Beginning; thence northeasterly, along a non-tangent curve to the left having a radius of 550.00 feet a chord bearing of North 75°33'09" East, and a chord length of 45.66 feet for a distance of 45.67 feet to a point on the existing south R/W line of 207th Street; thence South 87°40'21" West along said existing right of way line and parallel to the north line of said Northwest Quarter a distance of 19.99 feet; thence southwesterly, along a non-tangent curve to the right having a radius of 545.00 feet a chord bearing of South 75°30'47" West, and a chord length of 25.00 feet for a distance of 25.00 feet to the Point of Beginning, containing 178 square feet, or 0.004 acres, more or less.



Donald E Hovey - KS PS 1027  
dhovey@ric-consult.com

Sheet 1 of 1  
Prepared 09-11-19  
Prepared By: DEH



City Project: 207<sup>th</sup> Street Grade Separation  
Parcel No. Parcel No. 4F221518-1011

**PERMANENT DRAINAGE EASEMENT**

THIS AGREEMENT, Made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by and between **LARRY A. SHOWALTER**, a single person, hereinafter called Grantor, and the **CITY OF EDGERTON, KANSAS**, a Municipal Corporation, located in the County of Johnson, State of Kansas, hereinafter called Grantee.

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

SECTION ONE  
GRANT OF PERMANENT EASEMENT

In consideration of Three Hundred and Ninety-Four Dollars (\$394.00), in hand paid and other valuable consideration, including just compensation paid for all property damage resulting from the public improvement and from those factors set forth in K.S.A. 26-513 and other factors arising from the public improvement to be made, including but not limited to increased water run-off or drainage; loss of trees and landscaping; and erosion, receipt of which is hereby acknowledged, the Grantor does hereby grant and convey to the Grantee, its successors and assigns, a permanent easement to construct, maintain, alter, repair or replace a storm sewer and other appurtenances convenient for said stormwater drainage system in, over, on, under and through the following described land in the County of Johnson, State of Kansas (such land is referred to herein as the premises):

SEE ATTACHMENT "A" ATTACHED HERETO  
AND BY REFERENCE MADE A PART HEREOF.

SECTION TWO  
RESTRICTED USE BY GRANTOR

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

SECTION THREE  
WARRANTY OF TITLE

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

SECTION FOUR  
EFFECT OF AGREEMENT

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

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

**GRANTOR:**

**LARRY A. SHOWALTER**

By: Larry Showalter /  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Street Address: \_\_\_\_\_  
City, State & Zip: \_\_\_\_\_

**GRANTEE:**

**CITY OF EDGERTON, KANSAS,**  
A Municipal Corporation

By: \_\_\_\_\_  
Beth Linn, City Administrator

ATTEST:

\_\_\_\_\_  
Rachel A. James, City Clerk

(SEAL)

### ACKNOWLEDGMENT

STATE OF Kansas )  
 ) ss:  
COUNTY OF Johnson )

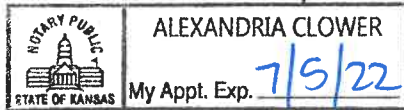
BE IT REMEMBERED, That on this 10th day of October 2019, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came **LARRY A. SHOWALTER**, a single person, who is personally known to me to be the same person who executed as such officer/member the foregoing instrument of writing on behalf of said entity and said person duly acknowledged the execution of the same to be the act and deed of said entity.

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

Alexandria Clower  
Notary Public

My Appointment Expires:

7/5/2022



### ACKNOWLEDGMENT

STATE OF KANSAS )  
 ) ss:  
COUNTY OF JOHNSON )

BE IT REMEMBERED, That on this \_\_\_\_\_ day of \_\_\_\_\_, 2019, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came **BETH LINN**, City Administrator of the City of Edgerton, Kansas, and **RACHEL A. JAMES**, City Clerk of said City, who are personally known to me to be the same persons who executed, as such officers, the within instrument on behalf of said City, and such persons duly acknowledged the execution of the same to be the act and deed of said City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year first above written.

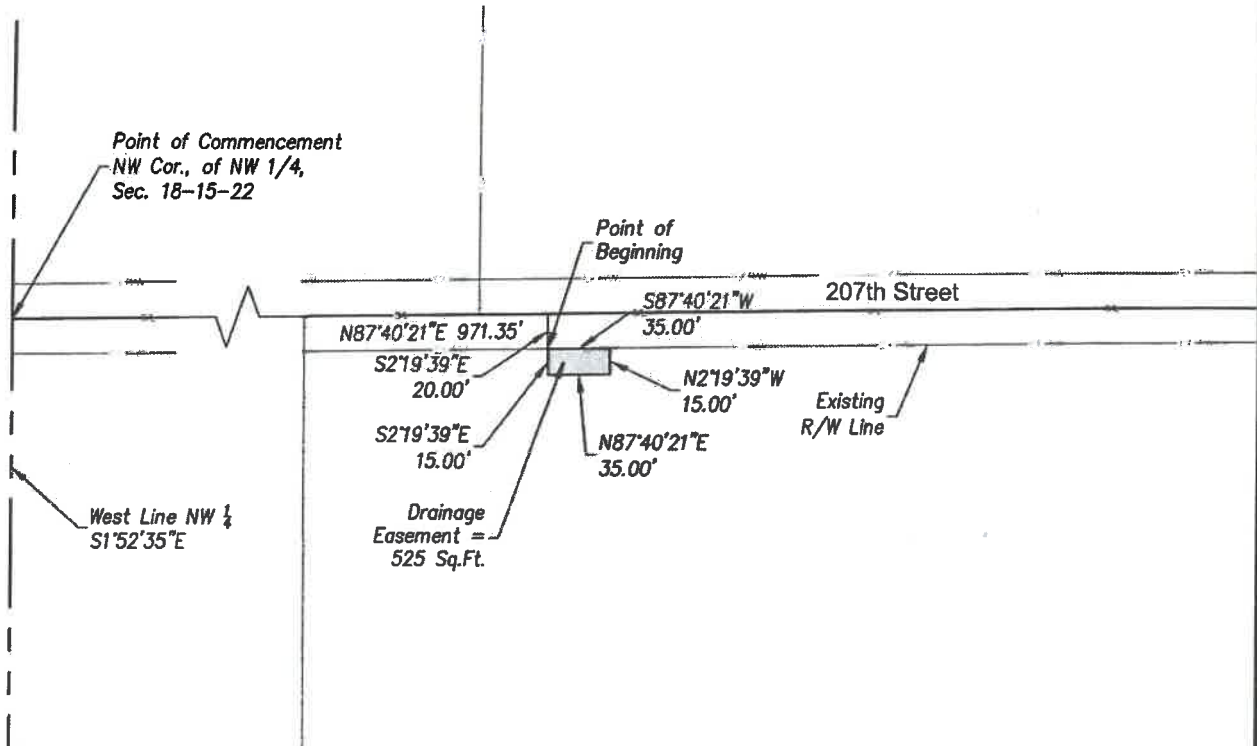
\_\_\_\_\_  
Notary Public

My Appointment Expires:

\_\_\_\_\_

# PROPERTY ACQUISITION EXHIBIT PERMANENT DRAINAGE EASEMENT

Larry A Showalter



## Permanent Drainage Easement Description

All that part of the Northwest Quarter of Section 18, Township 15 South, Range 22 East, in Johnson County, Kansas, more particularly described as follows:

Commencing at the Northwest corner of said Northwest Quarter; thence North 87°40'21" East along the north line of said Northwest Quarter a distance of 971.35 feet; thence South 02°19'39" East a distance of 20.00 feet to the Point of Beginning; thence continuing South 02°19'39" East a distance of 15.00 feet; thence North 87°40'21" East along a line parallel to the north line of said Northwest Quarter a distance of 35.00 feet; thence North 02°19'39" West a distance of 15.00 feet; thence South 87°40'21" West along a line parallel to the north line of said Northwest Quarter a distance of 35.00 feet to the Point of Beginning, containing 525 square feet, or 0.012 acres, more or less.



Donald E Hovey - KS PS 1027  
dhovey@ric-consult.com

Sheet 1 of 1  
Prepared 09-11-19  
Prepared By: DEH



City Project No. 56 Highway Trail (West 8<sup>th</sup> Street to West 1<sup>st</sup> Street  
Parcel No. 0462030702001007000

**PERMANENT WATER LINE, PEDESTRIAN & STORM-WATER EASEMENT**

THIS AGREEMENT, made and entered into this 27 day of SEPT., 2019, by and between **Ponce Inlet Management, LLC.**, a validly existing limited liability company in the State of Kansas hereinafter called "Grantor", and the **City of Edgerton, Kansas**, a Municipal Corporation, located in the County of Johnson, State of Kansas, hereinafter called "Grantee".

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

SECTION ONE  
GRANT OF PERMANENT EASEMENT

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

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

SECTION TWO  
RESTRICTED USE BY GRANTOR

Grantor shall not interfere with the exercise by Grantee of the rights granted herein. Grantor shall not construct or permit to be constructed any structure or obstruction on the above described easement area or interfere with the construction, maintenance, or operation for water line(s), multi-use trail(s), stormwater pipe(s) and or structure(s) and appurtenances constructed pursuant to this instrument.

SECTION THREE  
WARRANTY OF TITLE

Grantor covenants that it is the owner of the Premises and has the right, title and capacity to grant the easement granted herein. Further, by the signing of this document the party signing on behalf of the Grantor LLC is acknowledging that he/she is empowered to take such action on behalf of the entity and all LLC formalities necessary to sign on behalf of the Grantor have been taken.

SECTION FOUR  
EFFECT OF AGREEMENT

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


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

**GRANTOR:**

**PONCE INLET MANAGEMENT, LLC.**

By:   
Name: LARRY STAUFFER  
*MANAGER* President, Ponce Inlet Management

ATTEST:

By:   
Name: Jennifer J. gingling

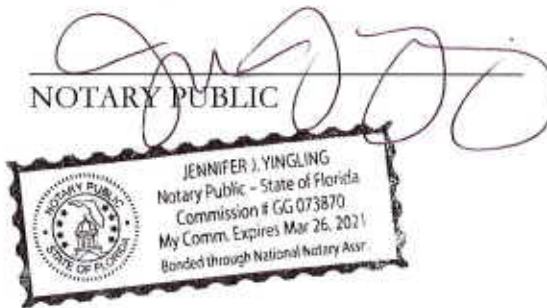


FLORIDA  
STATE OF KANSAS )  
MARLIN ) ss:  
COUNTY OF JOHNSON )

BE IT REMEMBERED, that on this 27 day of September, 2019, before me, the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared LARRY STAUFFER, Manager of Ponce Inlet Management, LLC., and said instrument was signed on behalf of the Ponce Inlet Management, LLC Johnson County, State of Kansas, who is personally known to me to be the same person who executed the foregoing instrument of writing on behalf of said entity and said person duly acknowledged the execution of the same to be the act and deed of said entity.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year first above written.

My Commission Expires:



GRANTEE:

CITY OF EDGERTON, KANSAS,  
A Municipal Corporation

By: \_\_\_\_\_  
BETH LINN, City Administrator

ATTEST:

\_\_\_\_\_  
RACHEL JAMES, City Clerk

## City Council Action Item

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**Council Meeting Date:** November 14, 2019

**Department:** Public Works

### **Agenda Item: Approve Final Change Order, Final Acceptance of Homestead Lane/207<sup>th</sup> Street Project and Authorize Final Payment to Miles Excavating**

**Background/Description of Item:**

On June 28, 2018, Edgerton City Council approved the selection of Miles Excavating, Inc. (Miles) as the design-build team for the Homestead Lane/207<sup>th</sup> Street Project. The Project includes the design and construction of Homestead Lane (Interstate 35 to 207<sup>th</sup> Street) and 207<sup>th</sup> Street (Homestead Lane to Waverly Road). Homestead Lane includes a new four-lane bridge over Tributary D of Big Bull Creek, including 10-foot protected sidewalk on one side. The bridge includes a similar aesthetic treatment as Waverly Road bridge such as wall treatments, lighting etc. The road improvements for both Homestead Lane and 207<sup>th</sup> Street will include four lanes (two in each direction) with a 14-foot wide median that changes to turn lanes where appropriate.

On July 12, 2018, Edgerton City Council approved the design/build agreement with Miles Excavating, Inc. in the amount of \$11,375,000. Notice to Proceed was issued on August 20, 2018. Substantial Completion was July 15, 2019. BG Consultants as the City's Inspector has performed final inspection and noted the project for final acceptance.

The Design-Build Agreement with Miles was a lump-sum contract to provide all the project as described for \$11,375,000. This amount includes \$300,000 for an Allowance Item that is an Owner-Controlled Contingency.

During the project, the Design-Build team determined the actual mitigation costs necessary to be paid for completion of the project (originally listed as \$200,000 in the Agreement). Since those costs were paid directly to another agency, Miles has submitted Change Order No. 1 to remove those costs from the original Design-Build Agreement and lump-sum contract amount. The revised lump-sum contract amount would be \$11,175,000.

As part of this project the City held an owner-controlled contingency of \$300,000. Throughout construction \$299,372.34 was spent under the contingency, a savings of \$627.66.



A summary of the project costs are listed below:

Lump Sum Contract:	\$11,375,000
Final Change Order:	- \$200,000
Final Contracted amount:	\$11,175,000
Final Owner Contingency Savings:	\$ (623.55)
<b>FINAL ACTUAL AMOUNT</b>	<b>\$11,174,376.45</b>

Outside of this contract, the City reserved \$500,000 for construction administration and inspection costs that the City contracted with BG Consultants to provide.

The City's Project Agreement with the Kansas Department of Transportation (KDOT) estimated the project costs at \$11.875 MM. KDOT agreed to reimburse 80% of the actual eligible costs not to exceed \$9.5 MM. Right-of-way acquisition and utility relocation are not eligible costs. The Agreement with KDOT requires the remaining 20% of the cost, and any ineligible costs, be funded by another party. The City's LPKC Phase II Agreements require Edgerton Land Holding Company to finance the remaining 20% of construction cost. No city general fund dollars will be used for this construction.

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

---

**Funding Source:** Kansas Department of Transportation/Public Infrastructure Fund Phase II

**Budget Allocated:** N/A

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

<b>Recommendation: Approve Final Acceptance of Homestead Lane/207<sup>th</sup> Street Project and Authorize Final Payment to Miles Excavating</b>
---

**Enclosed:** Email from BG Consultants regarding project completion

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



Homestead Lane  
Edgerton, KS

Miles Excavating Project No.18015C

## Change Order Submittal

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Removal of mitigation costs as they were paid directly by City of Edgerton

DESCRIPTION	UNIT PRICE	EXTENDED PRICE
Mitigation Costs	\$ 200,000.00	\$ (200,000.00)

Original Contract Price	\$ 11,375,000.00
Removal of Mitigation Costs	\$ (200,000.00)
New Contract Price	<u>\$ 11,175,000.00</u>

**From:** [Jon Carlson](#)  
**To:** [Dan Merkh](#)  
**Cc:** [david.hamby@bgcons.com](mailto:david.hamby@bgcons.com)  
**Subject:** Homestead Lane & 207th Street Design Build  
**Date:** Thursday, October 10, 2019 7:23:43 AM

---

Mr. Dan Merkh

To the best of my knowledge Miles Excavating has completed all work on the Homestead Lane & 207<sup>th</sup> Street Improvements project in general conformance of the plans and specifications dated December 11, 2018 and approved by the City of Edgerton. Substantial Completion of the project is noted as July 19, 2019. Temporary Erosion Control Devices should be removed after the Notice of Termination has been completed. The following items are noted as warranty work being observed for issues that might need to be corrected:

1. Permanent pavement marking.
2. Windrow / ditch in the SW quadrant of Homestead Lane and 207<sup>th</sup> Street causing minor erosion.
3. Entrance sta. 116+50 Rt. (Red barn) with minor erosion along the edge of the drive.

This project can be accepted by the City of Edgerton at your discretion.

Respectfully submitted,

**Jon Carlson**

Senior Construction Observer



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

This message, including attachments, may contain confidential and legally privileged information intended solely for the intended recipient. If you are not the intended recipient, please notify the sender and do not take any action based on the information and do not disclose, store or distribute the information to any third party. Nothing in this email shall be construed as a legally binding contract or offer to contract unless expressly written. BG Consultants, Inc. accepts no liability for the information contained in this email or for the consequences of any action taken unless the information is expressly confirmed as a representation of the company.

## City Council Action Item

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**Council Meeting Date:** November 14, 2019

**Department:** Administration

### **Agenda Item: Consider 2020 Funding Recommendations for the Human Service Fund**

**Background/Description of Item:**

During the annual budget process for 2020, Edgerton City Council approved an allocation of \$2,000 to United Community Services for the Human Service Fund. The Human Service Fund agreement gives participating jurisdictions the authority and responsibility for determining allocations from this fund. Enclosed is the 2020 Human Service Fund Recommendations Report for review. As a participating jurisdiction, Edgerton City Council has been asked to review and approval the funding recommendations no later than December 27, 2019.

The Human Service Fund offers local governments a cost-efficient, accountable mechanism to support an array of services that help residents of every city and township who are facing difficult circumstances. Funding is awarded to local nonprofit agencies which provide vital programs that meet the needs of Johnson County residents who live with income at or near the federal poverty level. Priority is given to programs that address child care, job training, emergency aid and shelter, child/adult abuse, child welfare, and health care. (See appendix B for funding guidelines.) Agencies recommended for grants demonstrate positive outcomes and are working collaboratively with others in the community.

Last year programs receiving Human Service Fund grants served approximately 63,200 Johnson County residents in-need. But, these programs benefit more than just the individual and their family; the entire community, including local government, benefits. Without a strong human service infrastructure to address issues such as unemployment, lack of child care, homelessness, child abuse and neglect, domestic violence, and untreated medical conditions, our community will experience higher crime rates and lower tax revenue, a decline in the standard of living, and weakened economic health.

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

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

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

x Karen E. Kindle

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

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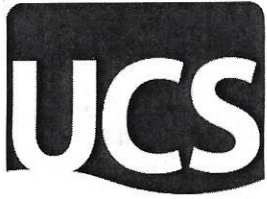
<b>Recommendation: Approve 2020 Funding Recommendations for the Human Service Fund</b>
--

**Enclosed:**

- 2020 Human Service Fund Recommendations Report

**Prepared by:** Karen Kindle, Finance Director





# United Community Services of Johnson County

## 2020 HUMAN SERVICE FUND RECOMMENDATIONS REPORT

### Board Members

Kate Allen, President  
Patricia A. All, EdD  
Brian S. Brown  
Jennifer Bruning  
Tara S. Eberline  
Robin Harrold  
Thomas Herzog  
Rev. Lee Jost  
Roxann Kerr Lindsey  
Donna Lauffer  
Justin Nichols  
Hon. Donald Roberts  
Sandra Sanchez  
Maury L. Thompson  
Kevin Tubbesing  
Rebecca Yocham

### Council of Advisors

Gary Anderson  
Mary Birch  
Dick Bond  
Pat Colloton  
David Cook, PhD  
Hon. Peggy Dunn  
Hon. Ed Eilert  
Jeffrey O. Ellis  
SuEllen Fried  
Ellen Hanson  
Terrie Huntington  
Audrey Langworthy  
Penny Postoak Ferguson  
Jill Quigley  
Tom Robinett  
Clint Robinson  
Carol Sader  
Joseph Sopcich, PhD  
Brad Stratton  
Charlie Sunderland  
Stephen Tatum  
David Warm

### Executive Director

Julie K. Brewer

Human service programs are vital to addressing the well-being, safety, and stability of Johnson County residents. United Community Services (UCS) commends city and County government leaders for recognizing the important role of local government in supporting human service programs. Thank you for your support of the **Human Service Fund** in 2020.

Together, Johnson County Government and 15 cities have budgeted \$394,776 for the Human Service Fund in 2020. (See appendix A for list of participating jurisdictions.) These contributions directly benefit Johnson County residents who will be served through 15 programs recommended for 2020 Human Service Fund grants.

The Human Service Fund (HSF) offers local governments a cost-efficient, accountable mechanism to support an array of services that help residents of every city and township who are facing difficult circumstances. Funding is awarded to local nonprofit agencies which provide vital programs that meet the needs of Johnson County residents who live with income at or near the federal poverty level. Priority is given to programs that address child care, job training, emergency aid and shelter, child/adult abuse, child welfare, and health care. (See appendix B for all funding priorities.) Agencies recommended for grants demonstrate positive outcomes and are working collaboratively with others in the community. Funding recommendations represent the maximum HSF award for the calendar year, and UCS is not responsible for reductions in grant awards that may occur due to reduction in allocated funds by participating jurisdictions.

Thanks to your support, in 2018 programs receiving Human Service Fund grants served approximately 63,200 Johnson County residents in-need. But these programs benefit more than just the individual and their family; the entire community, including local government, benefits. Without a strong human service infrastructure to address issues such as unemployment, lack of child care, homelessness, child abuse and neglect, domestic violence, and untreated medical conditions, our community will experience higher crime rates and lower tax revenue, a decline in the standard of living, and weakened economic health.

**Jurisdictions are asked to accept the funding recommendations by  
December 27, 2019.**



## 2020 Human Service Fund Applicant History and Recommendations

Applicant	2018 Grant	2019 Grant	2020 Recommendation	Program Description
CASA of Johnson & Wyandotte Counties	\$40,000	\$43,500	\$48,000	Court-ordered intervention by trained volunteers for children determined by a judge to be a "Child in Need of Care" due to abuse or neglect, or as high concern for safety and placement.
Catholic Charities of NE Kansas	\$70,000	\$70,000	\$70,000	Emergency assistance and supportive housing, including case management to meet basic needs of low-income families and help them work towards self-sufficiency.
Community Center of Shawnee, Inc.	No request	\$5,000	No request	Food pantry transportation; distribution of free food.
Cultivate Kansas City	No request	No request	\$0	Nutrition Incentives Program: Matching funds for SNAP participants and for seniors in KS Senior Market Nutrition Program.
El Centro	\$20,000	\$22,736	\$22,800	Safety net services for low-income, under/uninsured individuals and families: economic empowerment (emergency assistance, financial literacy, assistance filing taxes), and access to healthcare (health navigation and health promotion).
FosterAdopt Connect	No request	No request	\$5,000	Family Advocacy Program: Peer-to-peer support connecting foster and adoptive families with advocates to navigate and resolve issues related to interaction with child welfare system.
Goodwill of Western Missouri and Eastern Kansas	No request	No request	\$15,696	Training and Employment Services: Partner with Cultivate, Inc. to provide skills training, certification instruction, financial education & job placement for clients in Adult Residential Center and Therapeutic Community, and adults on probation upon release from the ARC.
Growing Futures Early Education Center	\$9,265	\$9,265	\$9,000	Scholarships for child care fees for enrolled low-income families during financial hardship; allows parents to maintain full-time education/employment. Crisis assistance for enrolled families who need help with housing costs.
Harvesters	\$12,000	\$15,000	\$15,000	BackSnack and Kids Café program provides a backpack of food for low-income school children to take home over the weekend, and meals in afterschool locations and summer sites.
Health Partnership Clinic	\$42,000	\$42,000	\$45,000	Health and dental care, through a medical home model, for uninsured low-income Johnson County residents.
Hillcrest Ministries of MidAmerica	\$6,000	\$9,500	\$10,000	Transitional housing for homeless youth, single adults and families; case management, budget counseling, and supportive services.
Jo. Co. Interfaith Hospitality Network	\$9,000	\$9,000	\$9,000	Case management for single females and families with children who are homeless. Clients receive shelter, meals, and transportation.
Jewish Family Services	\$5,000	No request	No request	Food, Shelter and Employment
Kansas Children's Service League	\$19,800	\$19,800	\$20,280	Home-based education and family support for new parents whose children are at-risk for child abuse and neglect.
KidsTLC	\$17,500	\$17,500	\$18,500	Thriving Families: Crisis counseling, parent education, help for families navigating health care, housing, and community resources.
SAFEHOME	\$19,865	\$21,000	\$21,000	Economic Empowerment Program promotes economic self-reliance for victims of domestic violence who are living in shelter/
Salvation Army Family Lodge (Olathe)	\$18,000	\$18,000	\$20,000	Temporary and transitional housing for families in Johnson County who are homeless, including related services and case management.
Sunflower House	\$37,500	\$37,500	\$42,500	Personal safety and prevention programs for children and youth. Prevention and education programs for child care professionals and caregivers, including mandated reporters.
The Family Conservancy	\$10,000	No request	No request	Implementation of "Talk, Read, Play"
<b>Total</b>	<b>\$335,930</b>	<b>\$339,801</b>	<b>\$371,776</b>	The 2019 federal poverty level for a family of three is \$21,330.



## 2020 Human Service Fund Recommendations

### CASA of Johnson and Wyandotte Counties

\$48,000

Recommendation

Funding is recommended for the Child Advocacy Program, a court-ordered program that serves children from birth to age 18. Most children in the program are those whom a Juvenile Court Judge has determined to be a "Child in Need of Care" due to abuse or neglect by parent or caretaker (commonly placed in foster care). Children may also be referred by a Family Court Judge when child safety and placement are of great concern in a high conflict divorce or separation. In these cases, the judge is determining if the child can reside in a safe placement without having to be placed in state custody (foster care). A trained CASA volunteer advocate regularly meets with the child and focuses on the child's situation (safety, mental health and education needs, etc.). The volunteer also gathers information from the parents, foster parents, social workers, attorneys, and teachers, then with the CASA supervisor, identifies service needs. CASA submits a report to the judge which includes information about the child's statements, behavior, and interaction with parents. Court reports support the judge's critical decisions about where the child should live and what services should be court-ordered.

**2020 Results Projected:** Children are safe from additional abuse or neglect. Children have a stable adult presence in their lives, and when eligible will complete high school or earn a GED. CASA anticipates serving 440 Johnson County children during 2020.

**Outcomes achieved during 2018:** During 2018, 384 children were served. The presence of a stable adult is a key factor in building resilience from a history of trauma. Ninety-seven percent of children served by CASA had a stable adult presence in their CASA volunteer during their court involvement. While assigned to a CASA advocate, all of the children served did not have an additional affirmed or substantiated report of abuse to Kansas Department for Children and Families (DCF). Of the CASA-served youth eligible for graduation, 87% graduated.

### Catholic Charities of Northeast Kansas

\$70,000

Recommendation

Funding is recommended for the Emergency Assistance and Supportive Housing program which operates within two centers in Johnson County. The program provides assistance and strengths-based case management, without regard to religious affiliation, to families living at or below 150% of federal poverty guidelines. Emergency Assistance services include those that meet residents' basic needs such as food, clothing and shelter, as well as financial assistance with prescription medication and medical supplies, utilities, child care, and transportation. The case management delivery model emphasizes practices to achieve self-sufficiency, including asset development/financial literacy, workforce development and job-seeking assistance, life skills, and referrals to other available community resources.

**2020 Results Projected:** During 2020, the agency anticipates serving 25,000 Johnson County residents with assistance that includes food and/or financial support to maintain housing and utilities. Every client who receives financial assistance will engage in budget coaching and a financial review with their case manager. Eighty percent of clients will attend financial literacy education classes and receive one-on-one coaching according to assessed need and capability.

**Outcomes achieved during 2018:** During 2018, 27,568 Johnson County residents were served and visits to Catholic Charities for food assistance totaled 46,355. This included



assistance with applications for SNAP (Supplemental Nutrition Assistance Program) and food from the agency's pantry. Direct financial assistance enabled 1,068 individuals to maintain safe housing for at least 30 days. 2,439 individuals benefited from utility service assistance which enabled them to sustain utility services for 30 days. All individuals who received direct financial assistance completed a financial assessment with their case manager. Eighty percent of individuals who received financial assistance also attended financial literacy education which included Money Smart, Your Money-Your Goals, and one-on-one budget coaching.

**El Centro, Inc.** Funding is recommended for the Johnson County Family Services Center located in Olathe where a set of safety-net services are provided to low-income and/or under-/uninsured Johnson County individuals and families. Services promote self-sufficiency, well-being, and personal safety. Services include economic empowerment (emergency assistance, financial literacy classes, assistance filing taxes), access to healthcare (health navigation and promotion) and policy education.

**\$22,800**

**Recommendation**

**2020 Results Projected:** During 2020, El Centro expects to serve 2,500 Johnson County residents at the Olathe office. Results include meeting clients' basic needs (sustain housing and utility services, completion of financial classes), assisting clients with work and income supports (filing taxes, obtaining an Individual Tax Identification Number if needed) and clients leading healthier lives (successful access of community healthcare resources and increased knowledge of chronic disease prevention and healthy consumer behaviors).

**Outcomes achieved during 2018:** During 2018, 1,630 Johnson County residents were served. Clients' basic needs were met: 233 households received utility assistance and were able to maintain utilities for minimum of 30 days, and 52 households received rent assistance which enabled them to sustain housing for minimum of 30 days. Seventy people were assisted with the process that enabled them to receive an Individual Tax Identification Number and thus file income taxes. Nearly 120 individuals were assisted with applying for the Supplemental Nutrition Assistance Program (SNAP) and received benefits.

**FosterAdopt Connect** A new HSF applicant, funding is recommended for FosterAdopt Connect's Family Advocacy Program. Through this program peer-to-peer support connects foster and adoptive families with trained advocates (experienced foster parents) who help families navigate and resolve issues related to interaction with the child welfare system. Examples of challenges include delays in reimbursement, problems accessing school-based services, as well as mental health services. The program forms the foundation of the agency which offers multiple programs/services in the Kansas City area. Founded in 1998, the agency operates five resources centers, including one in Lenexa which recently expanded capacity.

**\$5,000**

**Recommendation**

**2020 Results Projected:** During 2020, the agency expects to serve 328 Johnson County residents through this program. Results anticipated include an increase in retention rate of foster and adoptive families, and kinship placements (parents develop and maintain an action plan), increase access to resources and knowledge for families (needs resolved), and a decrease in traumatic moves for children (placements are preserved).



**Goodwill of Western MO and Eastern KS**

\$15,696  
Recommendation

This program will be impacted if funds noted as pending are not received in total.

A new HSF applicant, funding is recommended for Goodwill's enhanced Training and Employment program. This program will collaborate with Cultivate, Inc. to provide skills training, certification instruction, financial education, and job placement for individuals in Johnson County Department of Corrections Adult Residential Center (ARC) and Therapeutic Community, as well as adults on probation upon release from the ARC. Founded in 2012, Cultivate, Inc. has two programs that currently work with clients from the ARC. Founded in 1894, Goodwill currently provides the following services in Johnson County: Vocational Rehabilitation, Ticket to Work, Benefits Counseling, and Digital Skills (training and certification). Through the Training and Employment program, new training and case management resources will be provided to clients (most of whom return to Johnson County upon completion of sentence/probation period).

**2020 Results Projected:** During 2020, Goodwill expects to serve 75 Johnson County residents through this program. Clients will increase their knowledge of essential skills in the workplace and digital skills needed in the workplace. There will be an increase in the number of persons with in-demand workforce credentials, and a reduction in recidivism.

**Growing Futures Early Education Center**

\$9,000  
Recommendation

Funding is recommended for Growing Futures' Scholarship Assistance for Full Day Program. Most of the families served by Growing Futures are living at or below federal poverty guidelines. Through the Human Service Fund grant, scholarships (child care assistance) help low-income families experiencing financial hardships who are unable to pay their share of child care fees. Families who meet Head Start income guidelines pay for seven hours of the 10.5 hour-day (7am-5:30pm) at rate of \$130/week. Scholarships allow for continuity of early childhood care and education while parents are working or attending school. Emergency assistance is provided to families in need of short-term help, particularly with housing (those in jeopardy of losing Section 8 eligibility because of inability to pay rent on time), and food.

**2020 Results Projected:** Children demonstrate kindergarten readiness and maintain enrollment in the program even though families face financial hardship. Families attain at least one family goal based upon family determined strengths and needs. During 2020, Growing Futures projects serving 25 Johnson County children with scholarships.

**Outcomes achieved during 2018:** During 2018, 15 Johnson County residents were served and six families received short term help or fee subsidies which allowed parents to remain working or in school while facing financial challenges. Most of the families received short term help. One family experienced a catastrophic health event (father was diagnosed with brain cancer and was unable to continuing working) and scholarship support enabled their three children to continue in preschool while the mother remained in college to complete her degree. During 2018, one child withdrew due to financial issues.

**Harvesters**

\$15,000  
Recommendation

Funding is recommended to support Harvesters BackSnack program which is provided within Johnson County schools, and Kids Café which is provided in after-school locations and summer sites in Johnson County. Through the BackSnack program a backpack filled with food is provided to low-income children who take it home for the weekend. Harvesters' purchases food for the backpacks and links schools to a community partner and transports the food kits to the partner. Community partners clean backpacks, place food kits in backpacks and distribute backpacks to schools every week. School staff identify



children in greatest need of food assistance. Harvesters delivers meals directly to Kids Café sites and provides meals there at no cost to children and youth. Free and reduced lunch school statistics help determine location of Kids Café sites. During the 2020 school year there will be 21 Kids Café sites in Johnson County, and Harvesters will continue to encourage families to transition to the new School Pantry program. The School Pantry program provides BackSnack families the option of receiving food from a School Pantry instead of a weekly BackSnack (in order to feed everyone in the household, not just the student).

**2020 Results Projected:** In 2020, through the BackSnack program, the agency anticipates serving 1,800 Johnson County children and distributing 55,100 backpacks; and, providing 21,000 meals to children through Kids Café sites. Results include positive effects on children's grades, behavior and health. (The transition of children and families to the new School Pantry program will result in fewer backpacks distributed; children cannot be served by both BackSnack and School Pantry programs. During school-year 2019, weather related school closures resulted in fewer meals being served at Kids Café sites; therefore, results projected for 2020 are more conservative.)

**Outcomes achieved during 2018:** Harvesters provided 64,431 backpack carriers of food and 33,884 Kids Café meals to Johnson County children. During spring of 2018, Harvesters implemented an expansion of its BackSnack program to offer a blended BackSnack and School Pantry model where food is delivered to schools for distribution to families that need help feeding everyone in their household (not just the student). During 2018, Harvesters provided the blended model at 11 Johnson County schools, and there were 20 Kids Café sites in Johnson County. Harvester's is not able to provide an unduplicated count of children served between the two programs (BackSnack and KidsCafe') but provided an unduplicated count of recipients specific to each program. Together, a minimum of 4,337 unduplicated children were served between the two programs.

**Health  
Partnership  
Clinic (HPC)**

\$45,000

**Recommendation**

Funding is recommended for primary and preventative medical care, which are provided at Health Partnership Clinic's office in Olathe, a pediatric clinic in Shawnee Mission, and a school-based clinic in Merriam. HPC's patients are primarily low income with majority being uninsured (47.4%) or publicly-insured (39.1%). Health Partnership Clinic, Johnson County's largest safety-net clinic and only Federally Qualified Health Center, utilizes a medical home model which emphasizes prevention and health maintenance while providing a broad scope of services including care for patients with chronic diseases. HPC also provides dental and behavioral health services, and works in partnership with homeless shelters, delivering onsite health care services and case management. Specialty care is provided through a network of providers.

**2020 Results Projected:** Anticipated program results include access to a medical and dental home for low-income and uninsured residents, patients achieve better health outcomes and are satisfied with services they receive, thereby continuing to utilize HPC as their health home. During 2020, HPC anticipates serving 12,255 Johnson County residents through 36,137 patient office visits or encounters.

**Outcomes achieved during 2018:** During 2018, 10,262 Johnson County residents were served through 35,275 patient office visits and/or clinical encounters. Nearly 93% of



patients surveyed indicated they were either satisfied or very satisfied with overall care they received as a patient (3.5% were neutral). Patients achieved positive health outcomes as indicated by 59% of hypertensive patients who had their blood pressure under control with readings below 140/90, and 66% of diabetic patients who achieved HgA1c (blood glucose) level of 9.0 or below during the last half of the year (compared to 59% before the clinic opened).

**Hillcrest  
Ministries of  
MidAmerica**

\$10,000

Recommendation

Funding is recommended for Hillcrest's Transitional Housing – Homeless Youth and Families program. Transitional housing for homeless youth (up to age 24), families (children and adults), and single adults will be provided in seven apartments located in Overland Park. Four apartments are for youth, and three are for families, singles and couples. Hillcrest uses either the HUD or McKinney-Vento education definition of homeless. The majority of clients are at or below federal poverty guidelines. The youth program provides up to 24 months of housing and services, including individual case management and budget counseling, and connection to community services to address immediate and ongoing needs as applicable, such as medical, dental, vision, mental health, substance abuse treatment, employment training, tutoring, and mentoring. Adults and families receive similar services, however, for a shorter period of time (three months).

**2020 Results projected:** Thirty homeless children/youth and adults will be provided transitional housing and achieve at least one goal from their assessment plan. Homeless youth will work toward achieving an education goal; homeless adults will maintain or improve their employment.

**Outcomes achieved during 2018:** During 2018, 35 Johnson County residents were served. One-hundred percent of youth and families received an individual assessment of needs including health, employment, education and housing. Four homeless youth worked toward achieving education goals (their work toward those goals continues), and 10 adults improved and maintained employment.

**Johnson County  
Interfaith  
Hospitality  
Network  
(JoCoIHN)**

\$9,000

Recommendation

JoCoIHN provides shelter, meals, transportation and case management for homeless families and single unaccompanied females. Area congregations provide shelter and meals on a rotating schedule while JoCoIHN staff helps families regain self-sufficiency and independence. Human Service Funds are used to provide strengths-based case management which includes assistance with transportation, referrals to other community resources, assistance with budgeting, money management, and job and housing searches. Services are provided by 3,500 volunteers through partnerships with 40 faith congregations.

**2020 Results Projected:** During 2020, the agency expects to serve 40 Johnson County residents with 2,500 days of shelter and case management. Clients completing the program will increase their economic resources, and approximately 50 percent will move into homes of their own within four months of entering the network. Volunteers will increase their awareness of human service needs in Johnson County.

**Outcomes achieved during 2018:** During 2018, 60 Johnson County residents were served. Of those completing the program, 70% reported increasing their income by 25% or more while in the program, and 38% moved into homes of their own within three months of entering the network. Residents received 3,264 cumulative days of shelter and strength-based case management.



**Kansas Children's  
Service League  
(KCSL)**

**\$20,280**

**Recommendation**

Funding is recommended for Healthy Families Johnson County, a child abuse prevention program which provides intensive home-based education and family support services to parents who are experiencing extreme stress and are "at-risk" for abuse and neglect. Eligibility is based upon risk factors, not income, however, most of the families are low-income. Participants receive routine at-home visits, case management, referrals to community resources and services, child development and parent education, and linkage to health care services. Parent engagement includes Parent Cafés, parent support groups, and a parent advisory group. Funding is also recommended for the \$480 annual cost of webhosting the Johnson County Early Learning Collaborative, a collaborative of organizations (including KCSL) which serve young children. The website is used to connect caregivers and providers with programs that serve children, and as link to My Resource Connection when other services are needed.

**2020 Results Projected:** During 2020, 250 Johnson County individuals are expected to be served. Anticipated results are that families do not have any substantiated child abuse and neglect; and, children have health insurance and are current on immunizations, and have a developmental screen in the last six months (or are already receiving services for developmental delays).

**Outcomes achieved during 2018:** During 2018, 164 Johnson County residents were served. All of the families served remained free from substantiated abuse and neglect while in the program. By the end of the year, 87% of children in the program had health insurance and 97% had a developmental screening.

**KidsTLC**

**\$18,500**

**Recommendation**

Funding is recommended for KidsTLC Thriving Families program which offers resource referral, parent support groups, and health care navigation to families who struggle with behavioral and mental health issues with their children. The program serves families in the community and families who have children in one of KidsTLC's programs. Eligibility is not based upon income, however, most of the families are low-income (58% of KidsTLC's clients are living below 200% of the Federal Poverty Level). The program serves as the navigation arm for the agency, helping families find mental health/health care, housing and community resources/support. It also provides education and support to Spanish-speaking families. The program is a health navigation resource for schools and participates in Olathe and Shawnee Mission School Districts' IMPACT Olathe and Project Home programs which serve youth and families who are at-risk for homelessness. The goal of Thriving Families is to educate families about health issues, trauma, and raising healthy children; and, to provide health navigation resources so parents can raise healthy children.

**2020 Results Projected:** During 2020, the organization estimates serving 300 Johnson County residents through this program. Program results include that people's life sustaining basic needs are met, clients experience increased access to services, barriers to services are reduced, and clients express increased awareness of resources.

**Outcomes achieved during 2018:** Through crisis intervention, housing support, and health navigation, the Thriving Families program served 206 individuals, including 12 unaccompanied youth and 53 families. KidsTLC helped permanently house 10 youth and 30 families which included providing rent/utility assistance, as well as referral to shelter and transitional living. KidsTLC referred 53 clients to rental/utility assistance, shelter, food/clothing, postnatal, legal services, employment services, and mental health



services. In addition, at least 15 adults were referred to KidsTLC's mental health programming to receive services for their child. Program staff made 63 face-to-face contacts and handled 140 crisis intervention services/crisis calls.

**Safehome**

\$21,000

Recommendation

Safehome provides shelter and other assistance to survivors of domestic violence. Funding is recommended to support Safehome's Economic Empowerment Program. Through education, support, and referrals, this program helps clients become employed and self-sufficient. All shelter clients take an assessment and are recommended to one of three tracks: budget, job seeker or job training. Basic and advanced financial literacy classes are offered in English and Spanish. Specialized workshops are tailored to clients' needs. Funds are provided for clients to attend GED and ESL classes off-site.

**2020 Results Projected:** Program participants complete a budget and career assessment inventory, enroll in job training or education programs, and/or have job interviews and secure employment. The agency projects this program will serve 150 Johnson County residents during 2020. (Fewer residents are projected to be served in 2020 than in 2018 because Safehome has prioritized serving solely clients who live in their shelter, whereas in 2018 clients living in the community were also served by this program.)

**Outcomes achieved during 2018:** During 2018, 190 Johnson County residents were served. After five weeks of participation in the Job Search track, all participants completed a career assessment inventory, and after 10 weeks, 86% had a least two job interviews, and 100% secured a new or better job. After five weeks in the Budgeting track, all participants set budgeting goals, and 15% made plans to address credit problems; after 10 weeks, 80% of participants set up a realistic household budget.

**Salvation Army  
Olathe**

\$20,000

Recommendation

Funding is recommended to assist low and very-low income homeless families in Johnson County with food and shelter at the Johnson County Family Lodge in Olathe. In most cases, the Lodge provides up to 90 days of shelter (temporary housing – maximum stay of 180 days). Residents meet weekly with a case manager who utilizes the strengths-based case management model. Classes and/or skill building opportunities include parenting, financial literacy, maintaining employment, housing searches, daily living/life skills, developing a support system, and navigating mainstream resources.

**2020 Results Projected:** In addition to providing safe shelter, results include families increasing their skills or income, applying for mainstream services (SNAP, TANF, Medicaid, etc.) and moving into transitional or permanent housing. Another result is children begin or continue to receive daycare services. The Family Lodge anticipates serving 150 Johnson County residents during 2020.

**Outcomes achieved during 2018:** The Family Lodge provided 32,926 units of service which it defines as "one bed night and/or one meal provided" to 135 Johnson County residents. Ninety-three percent of families who moved out of the lodge moved into transitional or permanent housing. All eligible families applied for mainstream services (medical assistance and SNAP) or completed renewal applications. Ninety-seven percent of participants who successfully completed the program increased their skills or income (37 of 38). Of those, 23 families increased parenting skills, 37 families developed a working



budget, four families began secondary educational programming and one parent completed her LPN (Licensed Practical Nurse) training.

**Sunflower House** Funding is recommended to support the Personal Safety Education Program, a child abuse prevention education program. The program includes: 1) *Happy Bear*, an interactive drama in Spanish and English for children ages four to seven enrolled in public and private early childhood centers and elementary schools; 2) *Think First and Stay Safe*, a curriculum for grades PreK-5 that reinforces personal and digital boundaries and emphasizes that bullying and sexual abuse are against the law; 3) *E-Safety*, provides middle school students with information about how to protect themselves from online predators, and includes safety topics such as sexting, bullying, child exploitation, and social networking; 4) *Keeping Kids Safe Online*, a workshop for parents and caregivers provided in partnership with the FBI Cyber Crimes Unit; 5) *Stewards of Children*, a child sexual abuse prevention and education training for adults; 6) *Mandated Reporter Training* which teaches attendees to recognize signs of sexual abuse, correct procedures/laws for reporting, and how to handle a child's disclosure; and, 7) *Child Protection Project*, a presentation designed to raise the awareness of child sexual abuse among parents and caregivers, and give them tools needed to be proactive in protecting children.

**\$42,500**

**Recommendation**

**2020 Results Projected:** Age-appropriate person safety/abuse education will be provided to children; adults will be educated on child abuse indicators and reporting abuse; youth and adults will increase their knowledge of online crimes against children, including online safety steps and proper reporting. The agency anticipates reaching 19,000 Johnson County residents during 2020.

**Outcomes achieved during 2018:** During 2018, 17,470 Johnson County residents were served. In post-program surveys, 97% of children indicated they would report unwanted contact, including physical touches and electronic communications. All adults, including those within the special needs community, who were educated on child abuse indicators and reporting abuse, indicated they gained new information.

### **Not Recommended for Funding**

#### **Cultivate Kansas City – Nutrition Incentives Program**

Cultivate Kansas City, a new HSF applicant, requested \$10,000 for its Nutrition Incentives Program which helps low-income households access healthy fruits and vegetables. The program provides dollar-for-dollar match to Supplemental Nutrition Assistance Program (SNAP) participants and a \$30 match to low-income seniors receiving the Kansas Senior Farmers Market Nutrition Program. The program helps participants save money and eat healthier while supporting farmers and farmers markets.

United Community Services Human Service Fund Grant Review Committee did not recommend funding from the 2020 HSF for Cultivate Kansas City. UCS acknowledges the value of this program to residents and farmers. However, with limited funding, the grant review committee focused on recommending allocations for programs that are more actively engaged in residents' lives and have stronger alignment with funding priorities.

## APPENDIX A

### 2020 HUMAN SERVICE FUND PARTICIPATING JURISDICTIONS

JURISDICTION	CONTRIBUTION
Johnson County	\$141,775
De Soto	\$2,380*
Edgerton	\$2,000
Gardner	\$6,000
Leawood	\$16,500
Lenexa	\$20,350
Merriam	\$8,300
Mission	\$8,300
Olathe	\$60,000
Overland Park	\$86,200
Prairie Village	\$8,300
Roeland Park	\$4,771
Shawnee	\$26,200
Spring Hill	\$2,000
Westwood	\$1,500
Westwood Hills	\$200
<b>Total from County Government &amp; Cities</b>	<b>\$394,776</b>
Interest	\$3,000
Subtotal	\$397,776
UCS Administration	\$26,000
<b>Total Available to Allocate</b>	<b>\$371,776</b>

\*pending

### 2020 HUMAN SERVICE FUND GRANT REVIEW COMMITTEE

#### UCS Board Members

- Tara S. Eberline *Committee Chair*, Foulston Siefkin, LLP
- Robin Harrold, AdventHealth
- Kevin Tubbesing, The Land Source

#### UCS Council of Advisors

- Hon. Stephen Tatum, 10th Judicial District Court

#### Community Members

- Janet Barrow, WaterOne
- Nicolette Loutsch, Kiewit Engineering, Inc.

Staff support: Marya Schott, UCS Director of Resource Allocation



## APPENDIX B

### 2020 HUMAN SERVICE FUND GUIDELINES

The Human Service Fund is a competitive process that awards grants to nonprofit organizations for operating health and human service programs that promote self-sufficiency, well-being and/or personal safety of Johnson County residents who live with income at or near the federal poverty level. Funded programs provide pathways and opportunities for building a healthy community where every resident is empowered to reach their full potential. Components of the safety net investment that are supported by the HSF are: 1) basic needs, 2) work and income supports, and 3) health, wellness and personal safety.

#### FUNDING PRIORITIES 2020

Health and human service programs funded by the HSF must promote self-sufficiency, well-being and/or personal safety of Johnson County residents and fit within safety net investment components of basic needs, work and income supports, or health, wellness and personal safety. Funded programs must offer county-wide services or fill a gap which results in county-wide benefit and offer equal access to all clients and prospective clients who could benefit from the program.

Programs funded by the HSF must deliver measurable outcomes which benefit county residents, and in the long-term, benefit local governments by avoiding, deferring, or preventing costs that otherwise might be incurred by local government.

Priority is given to programs that:

- address child care and early childhood development, job training, emergency aid and shelter, child/adult abuse, child welfare, and health care.
- serve individuals and/or families with income below or near the federal poverty level.
- demonstrate innovation and/or collaboration in program delivery.
- are consistent with an evidence-based program, best practices or promising practices, or replicate a successful model.

#### ELIGIBILITY

- Applicants must deliver direct services to Johnson County residents, be recognized by the IRS under section §501(c)(3), provide health and human services programming as their primary mission, and be in good standing in Kansas or Missouri as a nonprofit corporation, i.e. may not be an entity of city or county government.
- Agency must provide most recent IRS form 990 and an independent certified audit of the previous year's financial records; or, if total agency revenues were less than \$250,000, an independent review of financial statements prepared by a Certified Public Accountant. The audit or review must have been completed within nine (9) months of the close of the fiscal year. Upon request, the agency may need to provide additional financial information.
- The applicant complies with Agency Standards.
- Applicant affirms compliance with any applicable nondiscrimination ordinances and/or policies of the municipalities that provide resources to the Human Service Fund.
- Funded program must:
  - promote self-sufficiency, well-being and/or personal safety of Johnson County residents and fit within safety net investment components of basic needs, work and income supports, or health.

- primarily serve Johnson County, Kansas residents who live with income at or near federal poverty level. However, programs that do not meet this criterion may still be eligible if the program addresses child/adult abuse, and/or leads to the prevention of poverty, and primarily serves Johnson County residents.
- clearly define and measure outcomes for participants.
- benefit local governments by avoiding, deferring, or preventing costs that otherwise might be incurred by local government.
- offer county-wide services or fill a gap which results in county-wide benefit.
- offer equal access to all clients and prospective clients who could benefit from the program.
- Only one HSF application may be submitted by an agency. Applications will not be accepted for both the HSF and Alcohol Tax Fund (ATF, managed by Drug and Alcoholism Council, a program of UCS) for the same program during the same funding cycle. However, applications may be submitted for both funds by the same agency or department for discrete programs during the same funding cycle. Criteria of discrete programs include, but are not limited to, programs for which expenses are recorded separately for purposes of functional accounting, programs that, if serving a population targeted by another program, serve a distinct need of that population, and/or employ distinct strategies and projected outcomes.
- Applications for substance abuse programs are not accepted and should be directed to the ATF.

# CITY OF EDGERTON, KANSAS

404 E. Nelson, P.O. Box 255  
Edgerton, Kansas 66021  
(913) 893-6231

## APPLICATION FOR ANIMAL PERMIT

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

Darius Crist the owner, keeper, lessee, occupant or person in  
charge of the following described property in the City of Edgerton, Kansas containing  
5 acres.

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

Do hereby make application to the Governing body of the City of Edgerton to Keep:

Number of Animals: 5 Description of animal (one per acre): Cattle  
Number of Fowls: 25 Description of fowls (five per acre): Chicken

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

Darius Crist  
Signature of applicant

Oct. 7, 2019  
Date

510 W. Brown St.  
Address of applicant

913-963-6346  
Phone number

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

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



## Identify Results

Property	Location	School	Plat	Legal	Utilities	Image
<a href="#">Login</a> <a href="#">Print All</a> <a href="#">Map Feature</a>						
<b>Field</b>	<b>Value</b>					
Tax Property ID	BF221507-2008					
Situs Address	<a href="#">510 W BRAUN ST</a>					
Owner 1	CRIST, DARIUS C.					
Owner 2	CRIST, GINGER D.					
Own Addr Line 1	510 W BRAUN ST					
Own Addr Line 2	EDGERTON, KS 66021					
Appraisal Info.	<a href="#">Click Here</a>					
Tax Bill Info.	<a href="#">Click Here</a>					
Acres	1.74 (75,908.87 ft <sup>2</sup> )					
Year Built	1970					
<a href="#">Class</a>	<a href="#">R</a>					
LBCS Function	1101 - Single family residence					
Neighborhood Code	232					
KS Uniform Parcel #	0462030703010057000					
Taxing Unit	0556					
Zoning	<a href="#">R-1</a>					

Property	Location	School	Plat	Legal	Utilities	Image
<a href="#">Login</a> <a href="#">Print All</a> <a href="#">Map Feature</a>						
<b>Field</b>	<b>Value</b>					
Legal Desc.	7-15-22 BG 559.5' E SW CR SW1/4 E 373' X N 233.5' EX MINERAL					
(abbreviated)	RIGHTS 2 ACS M/L EDC 339 3					

Property	Location	School	Plat	Legal	Utilities	Image
<a href="#">Login</a> <a href="#">Print All</a> <a href="#">Map Feature</a>						
<b>Field</b>	<b>Value</b>					
Legal Desc.	7-15-22 BG 467' N & 373' E SW CR SW1/4 E 559.5' X S 233.5' EX					
(abbreviated)	MINERAL RIGHTS ON E 465.5' SW1/4 SW1/4 3 ACS M/L EDC 339 1D					

# CITY OF EDGERTON, KANSAS

404 E. Nelson, P.O. Box 255  
Edgerton, Kansas 66021  
(913) 893-6231

## APPLICATION FOR ANIMAL PERMIT

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

Homer M + Billie K Darnet the owner, keeper, lessee, occupant or person in charge of the following described property in the City of Edgerton, Kansas containing 3.5 acres.

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

Southwest corner of 56 Hiway + Edgerton Rd. 202W 8th  
3.5 Acres. 3 acres in city limits .5 in county

Do hereby make application to the Governing body of the City of Edgerton to Keep:

Number of Animals: 3

Description of animal (one per acre): Horse/cattle/ Buffalo

Number of Fowls: 12

Description of fowls (five per acre): Duck/chicken/pheasants

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

H M Darnet  
Signature of applicant

10/4/2019  
Date

202W 8th Box 66  
Address of applicant

913 915 5552  
Phone number

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

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

# CITY OF EDGERTON, KANSAS

404 E. Nelson, P.O. Box 255  
Edgerton, Kansas 66021  
(913) 893-6231

## APPLICATION FOR ANIMAL PERMIT

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

GALAZ TRUST

BERGIO GALAZ TRUSTEE the owner, keeper, lessee, occupant or person in  
charge of the following described property in the City of Edgerton, Kansas containing  
8.75 acres.

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

1300 W BRAUN ST  
CALVES BELONG TO:  
ALBERT CHAPMAN  
37305 W 207th ST  
EDGERTON, KS 66021  
913.485-4698

Do hereby make application to the Governing body of the City of Edgerton to Keep:

Number of Animals: 5 Description of animal (one per acre): CALVES

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

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

[Signature]  
Signature of applicant

11566 S BUREAU CR  
OLATH, KS 66061  
Address of applicant

SEPT. 30, 2019  
Date

913-219-7741  
Phone number

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

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



# CITY OF EDGERTON, KANSAS

404 E. Nelson, P.O. Box 255  
Edgerton, Kansas 66021  
(913) 893-6231

## APPLICATION FOR ANIMAL PERMIT

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

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

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

1200 W Braun

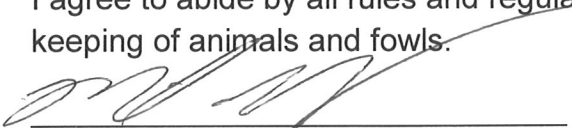
12-15-21 BG 1125.19' E SW CR SE1/4 E 198.69' N 986.43' W 198.76' S 986.38' TO POB 4.5 ACS  
M/L EDC 129 1B

Do hereby make application to the Governing body of the City of Edgerton to Keep:

Number of Animals: 4 Description of animal (one per acre): Horse, cow, goat, pig

Number of Fowls: 22 Description of fowls (five per acre): Chickens, ducks, geese

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

  
Signature of applicant

10-22-19  
Date

1200 W Braun Edgerton KS  
Address of applicant

913-207-3571  
Phone number

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

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

# CITY OF EDGERTON, KANSAS

404 E. Nelson, P.O. Box 255  
Edgerton, Kansas 66021  
(913) 893-6231

## APPLICATION FOR ANIMAL PERMIT

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

Richard Magee the owner, keeper, lessee, occupant or person in charge of the following described property in the City of Edgerton, Kansas containing 6.84 acres.

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

Do hereby make application to the Governing body of the City of Edgerton to Keep:

Number of Animals: 6 Description of animal (one per acre): Cow

Number of Fowls: 25 Description of fowls (five per acre): chickens

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

Richard Magee  
Signature of applicant

10/1/19  
Date

1301 W 8th  
Address of applicant

913 893 6596  
Phone number

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

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

Owner1  
Owner Address  
Mortgage Info

MAGEE, RICHARD J.  
1301 W 8TH ST EDGERTON, KS 66021  
CENTRAL BANKCOMPANY-LOAN SERVICE  
700 A SOUTHWEST BLVD , JEFFERSON CITY, MO 65109  
Mortgage Code: 032

This is the most current Special Billing/Mortgage information available. Updates are the responsibility of the owner.

Legal Desc  
AEMS Map No.  
Census Tract  
FEMA Flood Panel  
In Floodway

7-15-22 N 318.69' SW1/4 SW1/4 EX E 336.49' EX MINERAL RIGHTS6.84 ACS M/L EDC 339 6  
U07  
053701 Census: Block Group 1 Census Block 1032  
20091C0132G  
No

Owner2

MAGEE, CHERYL A.

S-T-R  
Watershed  
FEMA Floodzone

07-15-22 SW Calc Acres: 6.7 (292670.4 ft<sup>2</sup>)  
Bull Creek (TMDL Regulated)  
N/A

# CITY OF EDGERTON, KANSAS

404 E. Nelson, P.O. Box 255  
Edgerton, Kansas 66021  
(913) 893-6231

## APPLICATION FOR ANIMAL PERMIT

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

JAROLD D. QUENS the owner, keeper, lessee, occupant or person in charge of the following described property in the City of Edgerton, Kansas containing 10.5 acres.

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

See Attached Legal description

Do hereby make application to the Governing body of the City of Edgerton to Keep:

Number of Animals: 10 Description of animal (one per acre): Horses/Cattle

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

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

[Signature]  
Signature of applicant

10-8-19  
Date

410 W BRAUN  
Address of applicant

913 893 9762  
Phone number

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

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

# 2015 REAL ESTATE TAX STATEMENT

Owner	Property No.	Bill No.	Tax District	Situs Address
OWENS, JAROLD D.	BF221507-2010	11150022497	0556	NS NT
OWENS, SHARON S.				



Class	Land Assessed Value	Improvement Value	Legal Description
C	0	4,070	7-15-22 BG 932.5' E & 233.5' NSW CR SW1/4 N 557.5' X E 330.74' EX MINERAL RIGHTS 4.24 ACS M/L EDC 339 5
A	66	0	KUPN 0462030703010059000

5

# 2015 REAL ESTATE TAX STATEMENT

Owner	Property No.	Bill No.	Tax District	Situs Address
OWENS, JAROLD D.	BF221507-2013	11151405971	0556	NS NT
OWENS, SHARON S.				



Class	Land Assessed Value	Improvement Value	Legal Description
A	66	0	7-15-22 BG NE CR SW1/4 SW1/4 W336.49' X S 531.27' EX MINERAL RIGHTS 4.10 ACS M/L EDC 339 6 1

5

# 2015 REAL ESTATE TAX STATEMENT

Owner	Property No.	Bill No.	Tax District	Situs Address
OWENS, JAROLD D.	BF221507-2009	11150022489	0556	410 W BRAUN ST
OWENS, SHARON S.				



Class	Land Assessed Value	Improvement Value	Legal Description
R	4,011	12,342	7-15-22 PT SW1/4 BG 932.5' E SW COR SW1/4 E 330.74' X N 233.5' EX MINERAL RIGHTS 1.77 ACS M/L EDC 339 4

5

KUPN 0462030703010058000

# CITY OF EDGERTON, KANSAS

404 E. Nelson, P.O. Box 255  
Edgerton, Kansas 66021  
(913) 893-6231

## APPLICATION FOR ANIMAL PERMIT

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

Glyn Powers the owner, keeper, lessee, occupant or person in charge of the following described property in the City of Edgerton, Kansas containing \_\_\_\_\_ acres.

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

Property	Location	School	Plat	Legal	Docs	Utilities	Image
<a href="#">Welcome Charlie</a> <a href="#">Logout</a> <a href="#">Print All</a> <a href="#">Map Feature</a>							
Field	Value						
Legal Desc.	12-15-21 BG SE CR SE1/4 W 871.20' N 169.13' E 871.20' S 169.18' TO						
(abbreviated) POB	3.39 ACS M/L EDC 129 [H]						

Do hereby make application to the Governing body of the City of Edgerton to Keep:

Number of Animals: 3 Description of animal (one per acre): GOATS

Number of Fowls: 15 Description of fowls (five per acre): CHICKENS  
DUCKS

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

Glyn Powers  
Signature of applicant

10-5-19  
Date

1606 W 8th St.  
Address of applicant

913-238-9539  
Phone number

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

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



# CITY OF EDGERTON, KANSAS

404 E. Nelson, P.O. Box 255  
Edgerton, Kansas 66021  
(913) 893-6231

## APPLICATION FOR ANIMAL PERMIT

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

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

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

Do hereby make application to the Governing body of the City of Edgerton to Keep:

Number of Animals: 4 Description of animal (one per acre): COWS

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

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

Marvin Vail  
Signature of applicant

10/2/19  
Date

1405 W. 8th Street  
Address of applicant

816-985-9677  
Phone number

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

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



## Identify Results

Property	Location	School	Plat	Legal	Utilities	Image
<a href="#">Login</a> <a href="#">Print All</a> <a href="#">Map Feature</a>						
<b>Field</b>	<b>Value</b>					
Tax Property ID	BF221507-2003					
Situs Address	<a href="#">1405 W 8TH ST</a>					
Owner 1	VAIL, MARVIN					
Owner 2	STREETER, DANIELLE LYNN					
Own Addr Line 1	1405 W 8TH ST					
Own Addr Line 2	EDGERTON, KS 66021					
Appraisal Info.	<a href="#">Click Here</a>					
Tax Bill Info.	<a href="#">Click Here</a>					
Acres	5.35 (233,035.62 ft <sup>2</sup> )					
Year Built	2006					
<a href="#">Class</a>	<a href="#">E</a>					
LBCS Function	9050 - Farming / ranch operation (with improvements)					more >>
Neighborhood Code	232					
KS Uniform Parcel #	0462030703010049000					
Taxing Unit	0556					
Zoning	<a href="#">R-1</a>					

## Identify Results

Property	Location	School	Plat	Legal	Utilities	Image
<a href="#">Login</a> <a href="#">Print All</a> <a href="#">Map Feature</a>						
<b>Field</b>	<b>Value</b>					
Legal Desc.	7-15-22 PT SW1/4 SW1/4 BG 467' N SW CR SW1/4 E 932.50' N 254.89'					
(abbreviated)	W 932.50' S 254.89' TO POB EX MINERAL RIGHTS 5.46 ACS M/L					



## City Council Action Item

**Council Meeting Date:** November 14, 2019

**Department:** Administration

### **Agenda Item: Consider Approval of Year-End Longevity Bonus for Employees**

**Background/Description of Item:**

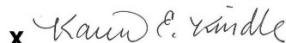
Historically, the City of Edgerton has thanked its long-term employees for their years of service with a longevity bonus at year-end. The bonus has been awarded based on \$1.50 per month of employment with the City. Using this methodology, annual bonuses would total \$1,854.00 and would range from \$50 to \$534.00. Employees who have not worked for the City for at least thirty-three months and part-time employees would receive a minimum \$50 bonus. The City of Edgerton Personnel Rules and Regulations state "Annual longevity pay may be given at the discretion of the Governing Body."

**Related Ordinance(s) or Statute(s):** Personnel Rules and Regulations

**Funding Source:** General Fund, Water Fund, Sewer Fund

**Budget Allocated:** General Fund Salaries: \$1,255,877; Water Fund Salaries: \$95,472; Sewer Fund Salaries: \$116,471.

**Finance Director Approval:**

x   
Karen Kindle, Finance Director

**Recommendation: Approve the Year-End Longevity Bonus for employees.**

**Prepared by:**

**Karen Kindle \* Finance Director**



## City Council Action Item

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**Council Meeting Date:** November 14, 2019

**Department:** Administration

### **Agenda Item: Consider Ordinance No. 2029 Providing for the Range of Salaries and Compensation of Various City Officers and Employees**

**Background/Description of Item:**

The City's salary ordinance was last updated on December 27, 2018, which incorporated the changes noted by the compensation and benefits study and approved by City Council on December 13, 2018. Approval of the compensation and benefits study provided for the annual update of the minimum and maximum amounts of the pay ranges to reflect the CPI percentage used during budget development. The CPI used during development of the 2020 Budget was 1.5%. Also included in this update to the salary ordinance are the two positions that were added during 2019: Accountant and Customer Service Representative II.

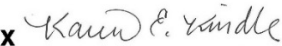
If approved, Ordinance No. 2029 will go into effect after publication and repeal the previous salary ordinance.

**Related Ordinance(s) or Statue(s):** Ordinance No. 2001

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**Funding Source:** General Fund, Water Fund, Sewer Fund

**Budget Allocated:** Salaries and wages are included in the various departments in the operating budgets of the General Fund, Water Fund and Sewer Fund.

x 

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

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### **Recommendation: Approve Ordinance No. 2029 Providing for the Range of Salaries and Compensation of Various City Officers and Employees.**

**Enclosed:** Ordinance No. 2029

**Prepared by:** Karen Kindle, Finance Director

**ORDINANCE NO. ~~2001~~**

**AN ORDINANCE PROVIDING FOR THE RANGE OF SALARIES AND COMPENSATION OF VARIOUS CITY OFFICERS AND EMPLOYEES OF THE CITY OF EDGERTON, KANSAS, EFFECTIVE UPON PUBLICATION AND REPEALING ALL ORDINANCES IN CONFLICT THEREWITH**

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

**SECTION ONE:** In accordance with the provisions of the Personnel Rules and Regulations of the City of Edgerton, Kansas, and Section 1-319 of Article 3 of Chapter I of the Code of the City of Edgerton, Kansas, the following appointed officers and employees of the City of Edgerton, Kansas shall have the following annual pay ranges:

**City of Edgerton, Kansas  
Base Salary Structure**

Range	Job Title	Minimum	Maximum
1	Not used		
2	Seasonal Laborer School Crossing Guard Summer Youth Coordinator	<del>\$15,080</del> <u>\$15,306</u>	<del>\$26,208</del> <u>\$26,601</u>
3	Customer Service Representative Maintenance Technician I Administrative Assistant Court Clerk	<del>\$31,500</del> <u>\$31,973</u>	<del>\$47,250</del> <u>\$47,959</u>
4	Maintenance Technician II <u>Customer Service Representative II</u>	<del>\$36,500</del> <u>\$37,048</u>	<del>\$54,750</del> <u>\$55,571</u>
5	Accounting Technician Code Enforcement/Animal Control Officer Recreation Coordinator	<del>\$39,750</del> <u>\$40,346</u>	<del>\$59,625</del> <u>\$60,519</u>
6	Foreman Planning & Zoning Coordinator Building Inspector	<del>\$45,500</del> <u>\$46,183</u>	<del>\$68,250</del> <u>\$69,274</u>
7	City Clerk <u>Accountant</u>	<del>\$50,000</del> <u>\$50,750</u>	<del>\$75,000</del> <u>\$76,125</u>
8	Marketing/Communications Manager	<del>\$54,000</del> <u>\$54,810</u>	<del>\$81,000</del> <u>\$82,215</u>
9	Public Works Superintendent Utilities Superintendent CIP Project Manager	<del>\$60,000</del> <u>\$60,900</u>	<del>\$90,000</del> <u>\$91,350</u>
10	Assistant City Administrator Development Services Director Finance Director Public Works Director	<del>\$85,000</del> <u>\$86,275</u>	<del>\$127,500</del> <u>\$129,413</u>

**SECTION TWO:** The following officers and employees of the City of Edgerton, Kansas shall receive compensation as hereinafter provided:

<b>Position</b>	<b>Compensation</b>
City Treasurer	\$180.25 per calendar month
City Attorney	\$175.00 per hour. Duties include: attendance at City Council meetings, preparation of ordinary ordinances, advise, conference and phone calls.
Municipal Judge	\$500 per docket attended
Prosecuting Attorney	\$110 per hour
Court Appointed Attorney	\$75.00 per hour for in-court time and out-of-court preparation time

**SECTION THREE:** The City Administrator shall set the individual employee's salary and compensation which shall fall within the salary and compensation ranges established by this Ordinance.

**SECTION FOUR:** All other ordinances in conflict are hereby repealed upon the adoption of this Ordinance.

**SECTION FIVE:** This Ordinance shall be in force from and after its passage, approval and publication as provided by law.

ADOPTED BY THE GOVERNING BODY AND APPROVED BY THE MAYOR OF EDGERTON, KANSAS ON THE 27<sup>14</sup><sup>TH</sup> DAY OF ~~DECEMBER~~November, 201~~89~~<sup>89</sup>.

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DONALD ROBERTS, Mayor

ATTEST:

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RACHEL A. JAMES, City Clerk

APPROVED AS TO FORM:

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LEE W. HENDRICKS, City Attorney

## ORDINANCE NO. 2029

### **AN ORDINANCE PROVIDING FOR THE RANGE OF SALARIES AND COMPENSATION OF VARIOUS CITY OFFICERS AND EMPLOYEES OF THE CITY OF EDGERTON, KANSAS, EFFECTIVE UPON PUBLICATION AND REPEALING ALL ORDINANCES IN CONFLICT THEREWITH**

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

**SECTION ONE:** In accordance with the provisions of the Personnel Rules and Regulations of the City of Edgerton, Kansas, and Section 1-319 of Article 3 of Chapter I of the Code of the City of Edgerton, Kansas, the following appointed officers and employees of the City of Edgerton, Kansas shall have the following annual pay ranges:

#### **City of Edgerton, Kansas Base Salary Structure**

Range	Job Title	Minimum	Maximum
1	Not used		
2	Seasonal Laborer School Crossing Guard Summer Youth Coordinator	\$15,306	\$26,601
3	Customer Service Representative Maintenance Technician I Administrative Assistant Court Clerk	\$31,973	\$47,959
4	Maintenance Technician II Customer Service Representative II	\$37,048	\$55,571
5	Accounting Technician Code Enforcement/Animal Control Officer Recreation Coordinator	\$40,346	\$60,519
6	Foreman Planning & Zoning Coordinator Building Inspector	\$46,183	\$69,274
7	City Clerk Accountant	\$50,750	\$76,125
8	Marketing/Communications Manager	\$54,810	\$82,215
9	Public Works Superintendent Utilities Superintendent CIP Project Manager	\$60,900	\$91,350
10	Assistant City Administrator Development Services Director Finance Director Public Works Director	\$86,275	\$129,413

**SECTION TWO:** The following officers and employees of the City of Edgerton, Kansas shall receive compensation as hereinafter provided:

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Municipal Judge	\$500 per docket attended
Prosecuting Attorney	\$110 per hour
Court Appointed Attorney	\$75.00 per hour for in-court time and out-of-court preparation time

**SECTION THREE:** The City Administrator shall set the individual employee's salary and compensation which shall fall within the salary and compensation ranges established by this Ordinance.

**SECTION FOUR:** All other ordinances in conflict are hereby repealed upon the adoption of this Ordinance.

**SECTION FIVE:** This Ordinance shall be in force from and after its passage, approval and publication as provided by law.

ADOPTED BY THE GOVERNING BODY AND APPROVED BY THE MAYOR OF EDGERTON, KANSAS ON THE 14<sup>TH</sup> DAY OF November, 2019.

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DONALD ROBERTS, Mayor

ATTEST:

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RACHEL A. JAMES, City Clerk

APPROVED AS TO FORM:

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LEE W. HENDRICKS, City Attorney

## City Council Action Item

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**Council Meeting Date:** November 14, 2019

**Department:** Administration

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

**Background/Description of Item:**

On December 12, 2009, the City of Edgerton approved an agreement with the Board of Directors for the Johnson County Library for the use of the Bank of Knowledge as a library facility for the citizens of Edgerton. The full length of the agreement was five years.

Due to Kansas cash basis laws the agreement must now be renewed each year by the Governing Body. This resolution renews the agreement from January 1, 2020 to December 31, 2020. The fees for 2020 remain the same.

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

**Funding Source:** N/A

**Budget Allocated:** N/A

**Finance Director Approval:** N/A

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

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

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

## **FACILITY USE AND MAINTENANCE AGREEMENT**

THIS FACILITY USE AND MAINTENANCE AGREEMENT (the Agreement) is made this 14<sup>th</sup> day of November, 2019, by and between the City of Edgerton (the City) and the Board of Directors of the Johnson County Library (JCL). The parties agree as follows:

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

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

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

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

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

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



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

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

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

#### **SECTION SIX: TERM**

The term of this Agreement shall be one year beginning January 1, 2020 through December 31, 2020, upon execution by the parties of a Resolution renewing the Agreement. In the event that one of the parties elects not to renew this Agreement, it shall give the other party six months prior written notice of its intent not to renew.

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

1. City's Insurance. The City shall maintain commercial general liability insurance for the Facility in the amount of at least \$500,000 per occurrence. Such insurance shall include provisions providing for the City to indemnify, defend, and hold JCL harmless for all loss that may occur or be claimed on or about The Facility resulting from the City's acts or omissions, or of its agents or employees. The City also agrees to carry Workers Compensation insurance for its employees, and maintain

adequate insurance on any personal property used, stored, or kept at The Facility by the City. The City agrees to furnish JCL with certificates of insurance reflecting the above requirements.

2. JCL's Insurance. JCL shall maintain commercial general liability insurance for such premises and its operations at the Facility in the amount of at least \$500,000 per occurrence, and shall name City as an additional insured. Such insurance shall also include provisions providing for JCL to indemnify, defend, and hold City harmless for all loss that may occur or be claimed on or about The Facility resulting from JCL's acts or omissions, or the acts or omissions of its agents, employees, or invitees. JCL also agrees to carry Workers Compensation insurance for its employees, and maintain adequate insurance on its personal property used, stored, or kept at The Facility. JCL agrees to furnish City with certificates of insurance reflecting the above requirements, or to provide certification that all such requirements are being met through insurance provided on behalf of JCL by Johnson County Risk Management.
3. Waiver of Subrogation. Each of the parties releases the other party from all liability for damage due to any act or neglect of the other party (except as hereinafter provided) occasioned to property owned by the parties which is or might be incident to or the result of a fire or any other casualty against loss for which either of the parties is now carrying or hereafter may carry insurance; provided, however, that these releases shall not apply to any loss or damage occasioned by the willful, wanton, or premeditated negligence of either of the parties, and the parties hereto further covenant that any insurance that they obtain on their respective properties shall contain an appropriate provision whereby the insurance company, or companies, consent to the mutual release of liability contained in this paragraph.
4. Kansas Tort Claims Act. Nothing herein shall be construed as either the City or JCL waiving the immunities and liability limitations afforded to them by the Kansas Tort Claims Act. Additionally, the parties specifically agree that the terms of this section, and the terms of this agreement, shall be subject to and limited by the Kansas Cash Basis Law (K.S.A. 10-1101 *et seq.*) and the Kansas Budget Law (K.S.A. 79-2935 *et seq.*), and amendments thereto.

**IN WITNESS WHEREOF**, the parties have set their hands this 14<sup>th</sup> day of November, 2019.

CITY OF EDGERTON, KANSAS

BOARD OF DIRECTORS OF THE JOHNSON  
COUNTY LIBRARY

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Donald Roberts, Mayor

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Pamela Robinson, Chair

ATTEST:

ATTEST:

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Rachel A. James, City Clerk

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Secretary

APPROVED AS TO FORM:

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Lee W. Hendricks, City Attorney

APPROVED AS TO FORM:

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Fred J. Logan, Jr., Attorney

## City Council Action Item

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**Council Meeting Date:** November 14, 2019

**Department:** Administration

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

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

The enclosed draft agreement continues that arrangement for 2020. The agreement contemplates that EHS would agree to pay the city a monthly Usage and Maintenance Fee. In the past years, City Council set the fee at \$1. For 2020, City Council may determine an appropriate amount and insert it into the agreement.

The agreement was previously reviewed and approved by the City Attorney. Additionally, the updated agreement will be provided to the Edgerton Historic Society (EHS). The draft agreement is valid for one year beginning January 1, 2020 through December 31, 2020. Either party may elect not to renew the agreement with two months prior notice.

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

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**Funding Source:** N/A

**Budget Allocated:** N/A

**Finance Director Approval:** N/A

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

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

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

## **FACILITY USE AND MAINTENANCE AGREEMENT**

THIS FACILITY USE AND MAINTENANCE AGREEMENT (the Agreement) is made this \_\_\_ day of November, 2019, by and between the City of Edgerton (hereinafter the “City”) and the Board of Directors of the Edgerton Historic Society (hereinafter “EHS”). The parties agree as follows:

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

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

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

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



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

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

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

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

#### **SECTION SIX: TERM**

The term of this Agreement shall be one year beginning January 1, 2020 through December 31, 2020. In the event that one of the parties elects not to renew this Agreement, it shall give the other party two months prior written notice of its intent not to renew.

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

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

**IN WITNESS WHEREOF**, the parties have set their hands this \_\_\_\_ day of November, 2019.

CITY OF EDGERTON, KANSAS

BOARD OF DIRECTORS OF THE  
EDGERTON HISTORIC SOCIETY

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

\_\_\_\_\_  
Chair

ATTEST:

ATTEST:

\_\_\_\_\_  
Rachel A. James, City Clerk

\_\_\_\_\_  
Secretary

APPROVED AS TO FORM:

APPROVED AS TO FORM:

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

\_\_\_\_\_  
Attorney

## City Council Action Item

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**Council Meeting Date:** November 14, 2019

**Department:** Public Works

### **Agenda Item: Consider Agreement With BG Consultants For The Design Of Homestead Lane Intersection Improvements**

**Background/Description of Item:**

On August 22<sup>nd</sup>, the Edgerton City Council created a Tax Increment Financing (TIF) Redevelopment District generally located at the northeast and northwest corners of Interstate 35 and Homestead Lane. The district plan for the Redevelopment District includes commercial retail facilities such as truck stops/travel plazas, truck maintenance facilities, restaurants, hotels and other transportation and workforce related services.

In support of these future functions, the City of Edgerton worked with the Kansas Department of Transportation (KDOT) to study the current and future traffic projections within the TIF District. KDOT controls the access along Homestead Lane from I-35 to 199<sup>th</sup> Street. That traffic study confirmed the ability to allow a full access intersection on Homestead Lane, between I-35 and 199<sup>th</sup> Street. Based on current development projections, the intersection would be permitted as full access with dedicated turn lanes, but no traffic signal. Future traffic counts could warrant the installation of traffic signals.

As part of the Redevelopment District Plan, the City of Edgerton plans to design and construct this new intersection on Homestead Lane to provide full access (from both southbound and northbound traffic) into the parcels on either side of Homestead Lane. This Agreement with BG Consultants will provide design and bidding services for the intersection. Design services will include survey, engineering design of the transportation infrastructure (typical pavement section, stormwater, intersection, entrance into private property, traffic signal conduits, pavement markings, etc). Bidding services include preparing plans for bid, reviewing submitted bids and providing a recommendation for award. The Fee for these services is \$120,000 plus reimbursable expenses.

Design and construction of this intersection are a eligible expenses for reimbursement from the Tax Increment Financing (TIF) Redevelopment District. Staff will work with City's Bond Counsel to complete the steps necessary to include this project in the TIF Project Plan.

If approved, staff anticipates beginning the design of the project immediately and plans to release the project for bid in the first quarter of 2020.

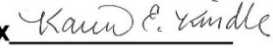
**Related Ordinance(s) or Statue(s):** N/A

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**Funding Source:** Retail Tax Increment Financing District

**Budget Allocated:** N/A

**Finance Director Approval:**

x   
Karen Kindle, Finance Director

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<p><b>Recommendation: Approve Agreement With BG Consultants For The Design Of Homestead Lane Intersection Improvements</b></p>
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**Enclosed:** Proposed Agreement with BG Consultants

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





## **AGREEMENT CONSULTANT-CLIENT**

**THIS AGREEMENT** made and entered into by and between BG CONSULTANTS, INC., party of the first part, (hereinafter called the CONSULTANT), and CITY OF EDGERTON, KANSAS, party of the second part, (hereinafter called the CLIENT).

WITNESSETH:

WHEREAS, the CLIENT is authorized and empowered to contract with the CONSULTANT for the purpose of obtaining Services for the following improvement:

Homestead Lane Intersection Improvements
19900 Block of Homestead Lane
Edgerton, Kansas

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

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

### **SECTION 1 – DEFINITIONS**

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

- 1.1 “Additional Services” means any Services requested by the CLIENT which are not covered by Exhibit 1 of this Agreement.
- 1.2 “Agreement” means this contract and includes change orders issued in writing.
- 1.3 “CLIENT” or “Client” means the agency, business or person identified on page 1 as “CLIENT” and is responsible for ordering and payment for work on this project.
- 1.4 “CONSULTANT” or “Consultant” means the company identified on page 1. CONSULTANT shall employ for the Services rendered, engineers, architects and surveyors licensed, as applicable, by the Kansas State Board of Technical Professions.
- 1.5 “Contract Documents” means those documents so identified in the Agreement for this Project, including Engineering, Architectural and/or Survey documents under this Agreement. Terms defined in General Conditions shall have the same meaning when used in this Agreement unless otherwise specifically stated or in the case of a conflict in which case the definition used in this Agreement shall prevail in the interpretation of this Agreement.
- 1.6 “Engineering Documents” or “Architectural Documents” or “Survey Documents” means plans, specifications, reports, drawings, tracings, designs, calculations, computer models, sketches, notes, memorandums or correspondence related to the work described in Exhibit 1 attached hereto.

- 1.7 “Consulting Services” or “Engineering Services” or “Architectural Services” or “Survey Services” means the professional services, labor, materials, supplies, testing and other acts or duties required of the CONSULTANT under this Agreement, together with Additional Services as CLIENT may request and evidenced by a supplemental agreement pursuant to the terms of this Agreement.
- 1.8 “Services” is a description of the required work as shown in **Exhibit 1**.
- 1.9 “Subsurface Borings and Testing” means borings, probings and subsurface explorations, laboratory tests and inspection of samples, materials and equipment; and appropriate professional interpretations of all the foregoing.

## SECTION 2 – RESPONSIBILITIES OF CONSULTANT

- 2.1 SCOPE OF SERVICES: The CONSULTANT shall furnish and perform the various Professional Services of the Project to which this Agreement applies, as specifically provided in **Exhibit 1** for the completion of the Project.
- 2.2 GENERAL DUTIES AND RESPONSIBILITIES
- 2.2.1. **Personnel:** The CONSULTANT shall assign qualified personnel to perform professional Services concerning the Project. At the time of execution of this Agreement, the parties anticipate that the following individual will perform as the principal point of contact on this Project.
- |          |                        |
|----------|------------------------|
| Name:    | David Hamby, P.E., CFM |
| Address: | 1405 Wakarusa Drive    |
|          | Lawrence, KS 66049     |
| Phone:   | 785-749-4474           |
- 2.2.2. **Standard of Care:** In the performance of professional Services, CONSULTANT will use that level of care and skill ordinarily exercised by reputable members of CONSULTANT’s profession currently practicing in the same locality under similar conditions. No other representation, guarantee or warranty, express or implied, is included or intended in this agreement or in any communication (oral or written) report, opinion, document or instrument of service.
- 2.2.3. **Independent Contractor:** The CONSULTANT is an independent contractor and as such is not an employee of the Client.
- 2.2.4. **Insurance:** CONSULTANT will maintain: a) workers compensation insurance in an amount at least equal to that required by applicable law; (b) comprehensive general liability insurance in the amount of at least \$1,000,000.00; (c) automobile liability insurance in the amount of at least \$1,000,000.00; and (d) professional liability insurance in the amount of at least \$1,000,000.00. Such insurance will be with insurance carriers that are acceptable to the CLIENT and the policies evidencing such insurance will be in a form acceptable to the CLIENT. The comprehensive general liability insurance policy will name CLIENT as an additional insured. CONSULTANT will provide certification evidencing the insurance coverages named above. CONSULTANT agrees to inform CLIENT at least 30 days in advance of any termination or expiration of any of its insurance policies named above.
- 2.2.5. **Subsurface Borings and Material Testing:** If tests additional to those provided in Exhibit 1 are necessary for design, the CONSULTANT shall prepare a request for the necessary additional borings and procure at least two proposals, including cost, from Geotechnical firms

who engage in providing Subsurface Borings and Testing Services. The CONSULTANT will provide this information to the Client and the Client will contract directly with the Geotechnical firm. The CONSULTANT will not charge an add-on percentage for the Geotechnical firm's work. The Client will pay the Geotechnical firm separately from this Agreement.

- 2.2.6. **Service by and Payment to Others:** Any work authorized in writing by the Client and performed by a third party, other than the CONSULTANT or their subconsultants in connection with the proposed Project, shall be contracted for and paid for by the Client directly to the third party or parties. Fees for extra work shall be subject to negotiation between the CLIENT and the third party. Fees shall be approved by the CLIENT prior to the execution of any extra work. Although the CONSULTANT may assist the CLIENT in procuring such Services of third parties. Where any design services are provided by persons or entities not under CONSULTANT's direct control, CONSULTANT's role shall be limited to its evaluation of the general conformance with the design intent and the interface with CONSULTANT's design and portion of the project. Except to the extent it is actually aware of a deficiency, error, or omission in such design by others, CONSULTANT shall have no responsibility for such design and may rely upon its adequacy, accuracy, and completeness in all respects.
- 2.2.7. **Subcontracting of Service:** The CONSULTANT shall not subcontract or assign any of the architectural, engineering, surveying or consulting Services to be performed under this Agreement without first obtaining the approval of the Client regarding the Services to be subcontracted or assigned and the firm or person proposed to perform the Services. Neither the CLIENT nor the CONSULTANT shall assign any rights or duties under this Agreement without the prior consent of the other party.
- 2.2.8. **Endorsement:** The CONSULTANT shall sign and seal final plans, specifications, estimates and data furnished by the CONSULTANT according to Kansas Statutes and Rules and Regulations.
- 2.2.9. **Force Majeure:** Should performance of Services by CONSULTANT be affected by causes beyond its reasonable control, Force Majeure results. Force Majeure includes, but is not restricted to, acts of God; acts of a legislative, administrative or judicial entity; acts of contractors other than contractors engaged directly by CONSULTANT; fires; floods; labor disturbances; epidemics; and unusually severe weather. CONSULTANT will be granted a time extension and the parties will negotiate an equitable adjustment to the price of any affected Work Order, where appropriate, based upon the effect of the Force Majeure on performance by CONSULTANT.
- 2.2.10. **Inspection of Documents:** The CONSULTANT shall maintain Project records for inspection by the CLIENT during the contract period and for three (3) years from the date of final payment.

## **SECTION 3 – CLIENT RESPONSIBILITIES**

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

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

the standard of care and any delays or additional costs due to inaccurate information will be the responsibility of the CLIENT.

- 3.1.2. **Access:** The CLIENT will provide access agreements for the Consultant to enter public and private property when necessary.
- 3.1.3. **Duties:** The CLIENT shall furnish and perform the various duties and Services in all phases of the Project which are outlined and designated in Exhibit 1 as the CLIENT's responsibility.
- 3.1.4. **Program and Budget:** The CLIENT shall provide full information stating the CLIENT's objectives, schedule, budget with reasonable contingencies and necessary design criteria so that Consultant is able to fully understand the project requirements.
- 3.1.5. **Testing:** Any additional tests required to supplement the Scope of Services or tests required by law shall be furnished by the CLIENT.
- 3.1.6. **Legal, Insurance, Audit:** Except as otherwise set forth herein, the CLIENT shall furnish all legal, accounting and insurance counseling Services as may be necessary at any time for the Project. The CLIENT shall furnish all bond forms required for the Project.
- 3.1.7. **Project Representative:** The CLIENT will assign the person indicated below to represent the CLIENT in coordinating this Project with the CONSULTANT, with authority to transmit instructions and define policies and decisions of the CLIENT.

Name:	Dan Merkh
Address:	404 E. Nelson
	Edgerton, KS 66021
Phone:	913-893-6231

## SECTION 4 – PAYMENT

### 4.1 COMPENSATION

- 4.1.1. **Fee and Expense:** The CLIENT agrees to pay the CONSULTANT a Lump Sum Fee according to **Exhibit 2** of this Agreement. The Lump Sum Fee for this project is a total of **\$120,000.00** Dollars plus reimbursable expenses as outlined in **Exhibit 2** and for the Scope of Services as shown in **Exhibit 1** of this Agreement. Payment of the Lump Sum Fee and reimbursables shall be made by the CLIENT according to the schedule and upon completion of work as shown in **Exhibit 2**. Other methods of compensation are allowed only after written approval by both parties to this Agreement. Payment is due within thirty (30) days of billing by the CONSULTANT and any late payment will incur an interest charge of one and one-half (1½) percent per month.
- 4.1.2. **Hourly Rate:** Any Additional Services which are not set forth in this Agreement will be charged on the basis of BG Consultants, Inc. standard hourly rate schedule in effect at the time of services, unless stated otherwise in a properly executed addendum to this contract for Additional Services. No Additional Services or costs shall be incurred without proper written authorization of the CLIENT.
- 4.1.3. **Annual Rate Adjustment:** The payment amounts listed in this Agreement are based on the work being performed within one year of the contract date. Because of natural time delays that may be encountered in the administration and work to be performed for the project, each

value will be increased at the rate of 3%, compounded annually, beginning after one year from the date of the contract and ending when that item is approved for billing.

- 4.1.4. **Reimbursable Expenses:** An estimate of reimbursable expenses plus ten (10) percent shall be included in the total estimate of cost for this project and as shown in **Exhibit 2**. Total estimated cost is calculated as Lump Sum plus reimbursable expenses plus ten (10) percent. Reimbursable expenses include, but are not limited to, expenses of transportation in connection with the Project; expenses in connection with authorized out-of-town travel; expenses of printing and reproductions; postage; expenses of renderings and models requested by the CLIENT and other costs as authorized by the CLIENT. Reimbursable expenses will not include overhead costs or additional insurance premiums.
- 4.1.5. **Sales Tax:** Compensation as provided for herein is exclusive of any sales, use or similar tax imposed by taxing jurisdictions on any amount of compensation, fees or Services. Should such taxes be imposed, the CLIENT shall reimburse the CONSULTANT in addition to the contractual amounts provided. The CLIENT shall provide tax exempt number, if required, and if requested by the CONSULTANT.
- 4.1.6. **Billing:** CONSULTANT shall bill the CLIENT monthly for services and reimbursable expenses according to **Exhibit 2**. The bill submitted by CONSULTANT shall state the services and reimbursable expenses for which payment is requested, notwithstanding any claim for interest or penalty claimed in a CONSULTANT's invoice. The CLIENT agrees to pay within thirty (30) days of billing by the CONSULTANT and any late payment will incur an interest charge of one and one-half (1½) percent per month.
- 4.1.7. **Timing of Services:** CONSULTANT will perform the Services according to Exhibit 2. However, if during their performance, for reasons beyond the control of the CONSULTANT, delays occur, the parties agree that they will negotiate in writing an equitable adjustment of time and compensation, taking in to consideration the impact of such delays. CONSULTANT will endeavor to start its services on the anticipated start date and continue to endeavor to complete its services according to the schedule indicated in Exhibit 2. The start date, completion date and any milestone for project delivery are approximate only and CONSULTANT reserves the right to adjust its schedule and all of those dates at its sole discretion for delays caused by the CLIENT, Owner or third parties.
- 4.1.8. **Change in Scope:** For modifications in authorized scope of services or project scope and/or modifications of drawings and/or specifications previously accepted by the CLIENT, when requested by the CLIENT and through no fault of the CONSULTANT, the CONSULTANT shall be compensated for time and expense required to incorporate such modifications at CONSULTANT's standard hourly rates. Provided, however, that any increase in contract price or contract time must be requested by the CONSULTANT and must be approved through a written supplemental agreement prior to performing such services. CONSULTANT shall correct or revise errors or deficiencies in its designs, drawings or specifications without additional compensation when due to CONSULTANT's negligence, error or omission.
- 4.1.9. **Additional Services:** The CONSULTANT shall provide, with the CLIENT's concurrence, Services in addition to those listed in Exhibit 1 when such Services are requested in writing by the CLIENT. Prior to providing Additional Services, the CONSULTANT will submit a proposal outlining the Additional Services to be provided, and an hourly or lump sum fee adjustment. Payment to the CONSULTANT, as compensation for these Additional Services, shall be in accordance with the mutually agreed adjustment to the CONSULTANT's fee. Reimbursable expenses incurred in conjunction with Additional Services shall be paid separately and those reimbursable expenses shall be paid at cost plus ten (10) percent.



Records of reimbursable expenses and expenses pertaining to Additional Services and Services performed on an hourly basis shall be made available to the CLIENT if so requested in writing.

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

## SECTION 5 – MUTUAL PROVISIONS

### 5.1 TERMINATION

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

The CONSULTANT reserves the right to terminate this Agreement based on any material breach by the CLIENT.

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

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

### 5.2 DISPUTE RESOLUTION

- 5.2.1. If a claim, dispute or controversy arises out of or relates to the interpretation, application, enforcement or performance of Services under this Agreement, CONSULTANT and CLIENT agree first to try in good faith to settle the dispute by negotiations between senior management of CONSULTANT and CLIENT. If such negotiations are unsuccessful, CONSULTANT and CLIENT agree to attempt to settle the dispute by good faith mediation. If the dispute cannot

be settled through mediation, and unless otherwise mutually agreed, the dispute shall be settled by litigation in an appropriate court in Kansas. Except as otherwise provided herein, each party shall be responsible for its own legal costs and attorneys' fees.

### 5.3 OWNERSHIP OF INSTRUMENTS OF SERVICE

- 5.3.1. Reports, drawings, plans or other documents (or copies) furnished to CONSULTANT by the CLIENT shall, at CLIENT's written request, be returned upon completion of the Services hereunder; provided, however that CONSULTANT may retain one (1) copy of all such documents. Reports, drawings, plans, documents, software, field notes and work product (or copies thereof) in any form prepared or furnished by CONSULTANT under this Agreement are instruments of service. Exclusive ownership, copyright and title to all instruments of service remain with CONSULTANT. CLIENT is hereby granted a License to Use instruments of service with use limited to use on this project. The instruments of service are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the work or on any other project.

### 5.4 INDEMNIFY AND HOLD HARMLESS

- 5.4.1. CLIENT shall indemnify and hold CONSULTANT, its officers and employees harmless from and against any claim, judgment, demand, or cause of action to the extent caused by: (i) CLIENT's breach of this Agreement; and (ii) the negligent acts or omissions of CLIENT or its employees, contractors or agents.
- 5.4.2. In addition, where the Services include preparation of plans and specifications and/or construction observation activities for CLIENT, CLIENT agrees to have its construction contractors agree in writing to indemnify and hold harmless CONSULTANT from and against loss, damage, or injury attributable to personal injury or property damage to the extent caused by such contractors' performance or nonperformance of their work. The CLIENT will cause the contractor to name BG Consultants, Inc. (CONSULTANT) as additional insured on the contractor's General Liability Policy.
- 5.4.3. CONSULTANT shall indemnify and hold CLIENT and its employees and officials harmless from loss to the extent caused or incurred by the negligence, errors or omissions of the CONSULTANT, its officers or employees in performance of Services pursuant to this Agreement.

### 5.5 ENTIRE AGREEMENT

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

### 5.6 APPLICABLE LAW

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

### 5.7 ASSIGNMENT OF AGREEMENT

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

5.8 NO THIRD PARTY BENEFICIARIES

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

5.9 LIMITATION OF LIABILITY

- 5.9.1. CONSULTANT's Liability Limited to Stated Amount, or Amount of CONSULTANT's Compensation: To the fullest extent permitted by Laws and Regulations, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of CONSULTANT and CONSULTANT's officers, directors, members, partners, agents, employees, and Consultants, to CLIENT and anyone claiming by, through, or under CLIENT for any and all injuries, claims, losses, expenses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Project, CONSULTANTS or its Consultants' services or this Agreement from any cause or causes whatsoever, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied, of CONSULTANT or CONSULTANT's officers, directors, members, partners, agents, employees, or Consultants, shall not exceed the total amount of \$500,000.00 or the total compensation received by CONSULTANT under this Agreement, whichever is greater. Higher limits are available for an additional fee.
- 5.9.2. CONSULTANT and CLIENT shall not be responsible to each other for any special, incidental, indirect or consequential damages (including lost profits) incurred by either CONSULTANT or CLIENT or for which either party may be liable to any third party, which damages have been or are occasioned by Services performed or reports prepared or other work performed hereunder.

5.10 COMPLIANCE WITH LAWS

- 5.10.1 CONSULTANT shall abide by applicable federal, state and local laws, ordinances and regulations applicable to this Project until the Consulting Services required by this Agreement are completed consistent with the Professional Standard of Care. CONSULTANT shall secure occupational and professional licenses, permits, etc., from public and private sources necessary for the fulfillment of its obligations under this Agreement.

5.11 TITLES, SUBHEADS AND CAPITALIZATION

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

5.12 SEVERABILITY CLAUSE

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

5.13 FIELD REPRESENTATION

- 5.13.1. Unless otherwise expressly agreed to in writing, CONSULTANT shall not be responsible for the safety or direction of the means and methods at the contractor's project site or their

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

5.14 HAZARDOUS MATERIALS

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

5.15 AFFIRMATIVE ACTION

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

5.16 SPECIAL PROVISIONS

5.16.1. Special Provisions may be attached and become a part of this agreement as **Exhibit 3**.

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

**CONSULTANT:**

**CLIENT:**

**BG Consultants, Inc.**

**City of Edgerton, Kansas**

By:

  
\_\_\_\_\_

By:

\_\_\_\_\_

Printed Name:

David J. Hamby, P.E., CFM

Printed Name:

\_\_\_\_\_

Title:

Vice President

Title:

\_\_\_\_\_

END OF CONSULTANT-CLIENT AGREEMENT

## **EXHIBIT 1**

### **SCOPE OF SERVICES**

The Scope of Services described in this Exhibit 1 is for the engineering design of transportation improvements for the construction of a full-access intersection on Homestead Lane, approximately 2,000 feet north of the center of Interstate 35, for future developments on the east side and west side of Homestead Lane in Edgerton, Kansas, hereinafter referred to as “PROJECT”. The PROJECT generally includes the addition of auxiliary lanes and intersection geometry reconfiguration.

#### **i. DESIGN PHASE SERVICES**

CONSULTANT will provide the following Design Phase Services.

1. Receive any available information from CLIENT applicable to the PROJECT.
2. CONSULTANT will perform design of the PROJECT to prepare construction plans and project special provisions referencing the most current edition of the following design guides and specifications:
  - a. A Policy on Geometric Design of Highways and Streets, 6<sup>th</sup> Edition published by AASHTO.
  - b. Manual on Uniform Traffic Control Devices (MUTCD) published by the Federal Highway Admin.
  - c. Standard Specifications for State Road and Bridge Construction, 2015 Edition and applicable Special Provisions prepared by KDOT.
3. Perform a topographical survey of the PROJECT location.
4. Receive information from utility companies having facilities within the PROJECT limits. CONSULTANT will contact ONE CALL to request utility companies locate existing utility infrastructure within the area to be surveyed. Existing utilities that are marked at the time of the topographic survey may be included in the topographic survey.
5. Perform engineering design of transportation infrastructure improvements. CONSULTANT and CLIENT anticipate the transportation infrastructure will primarily include the following:
  - a. Horizontal and vertical alignment.
  - b. Typical pavement section(s) and patching details.
  - c. Storm sewer improvements.
  - d. Intersection details.
  - e. Entrance details.
  - f. Sidewalk and ADA compliant sidewalk ramp improvements.
  - g. Traffic signal conduits, pavement marking, and permanent signing improvements.
  - h. Cross sections and earthwork balance.
6. Pavement design is not included. CONSULTANT will apply the Homestead Lane pavement section to the PROJECT.
7. Prepare a Storm Water Pollution Prevention Plan (SWPPP).
8. Prepare a Permanent Seeding Plan.
9. Perform traffic engineering design for traffic signal conduits, permanent signing, and pavement marking improvements. Design of traffic signal infrastructure other than conduits to each corner of the intersection is not included.



10. Prepare a temporary traffic control plan to be used during construction of the PROJECT. Temporary traffic control plan will conform to the KDOT Traffic Engineering standards and the MUTCD.
11. Prepare construction plans on 22"x36" sheets. Construction Plans will be prepared to Concept Check, Preliminary Check, and Final Check stages. Each stage will be reviewed by CLIENT and CONSULTANT will address CLIENT's review comments.
12. Assist the CLIENT with compiling a list of known utilities in the PROJECT limits and summarizing utility adjustment coordination for CLIENT records. Provide one set of construction plans to each utility owner having facilities located within the PROJECT limits.
13. Prepare project special provisions for improvements included in the PROJECT which are not specified in the KDOT Standard Specifications.
14. Prepare a Project Manual containing bidding documents, construction contract documents, and technical specifications.
15. Prepare an opinion of probable construction costs at the Concept Design, Preliminary Check and Final Check project development stages.
16. Prepare the permit application and applicable exhibits for known permits required for construction. CONSULTANT will deliver permit application(s) to CLIENT for CLIENT to submit for approval. Permit application fees will be the CLIENT's responsibility. CONSULTANT and CLIENT anticipate the following permits will be needed.
  - i. KDHE NOI Permit.
17. CLIENT and CONSULTANT anticipate up to four (4) meetings in Edgerton to discuss PROJECT.
18. Applying for and obtaining a Section 404 Permit from the U.S. Army Corps of Engineers is not anticipated or included in this scope of services.
19. Environmental Assessment or Environmental Impact Statement services concerning the National Environmental Policy Act are specifically excluded from this AGREEMENT. The CONSULTANT does not anticipate these services will be necessary for the PROJECT. Should the need for such services arise, the CONSULTANT can provide these services by supplemental agreement.
20. Geotechnical engineering services are not included within this scope of services. CONSULTANT will assist CLIENT in soliciting proposals for services from geotechnical engineering companies. CLIENT will contract directly with a qualified geotechnical engineering firm to provide geotechnical services.

## **ii. PROPERTY ACQUISITION PHASE SERVICES**

CONSULTANT will provide the following Property Acquisition Phase Services.

1. CONSULTANT will prepare property descriptions of PROJECT easements on up to two (2) private properties abutting the PROJECT.
2. Surveying of PROJECT easements is not included.

## **iii. BID PHASE SERVICES**

CONSULTANT will provide the following Bid Phase Services.

1. Assist CLIENT with advertising the PROJECT to Construction Contractors.
2. Address questions from prospective bidders regarding the PROJECT bid documents.
3. If necessary, issue addenda prior to the bid opening.
4. Review bids and provide a recommendation to CLIENT regarding awarding the construction contract.

**iv. CONSTRUCTION PHASE SERVICES** – Construction Phase Services are not included.

**END OF EXHIBIT 1**

## **EXHIBIT 2**

### **COST AND SCHEDULE**

#### **A. ENGINEERING FEE**

1. CONSULTANT will provide services in Exhibit 1 for a lump sum fee of **one hundred twenty thousand and NO/100 dollars (\$120,000.00)** which includes transportation expenses in connection with the PROJECT. CLIENT will be invoiced for services in Exhibit 1 in accordance with Section 4 of this AGREEMENT. Monthly invoicing will be based on the percentage of the scope of services performed.
2. Reimbursable expenses not included in the Engineering Fee above may include, but are not limited to, expenses such as the purchase of maps, expenses of printing and reproductions, expenses to obtain copies of deeds, plots, plats, prints, plans, or other direct costs incurred by CONSULTANT. CONSULTANT and CLIENT agree to a reimbursable expenses allowance of **five hundred and NO/100 dollars (\$500.00)**.

#### **B. ESTIMATED PROJECT SCHEDULE**

1. CONSULTANT will perform services in an effort to meet CLIENT scheduling goals. The estimated project schedule is for a bid opening date of January 15, 2020 with construction starting in early March of 2020.

**END OF EXHIBIT 2**

**EXHIBIT 3**  
**SPECIAL PROVISIONS**

None.

## City Council Action Item

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**Council Meeting Date:** November 14, 2019

**Department:** Administration

### **Agenda Item: Consider a Contract for Services and Scope of Work with ETC Institute for the 2020 Citizen Survey**

**Background/Description of Item:**

In 2012, 2015 and 2018, the Edgerton City Council contracted with ETC Institute to perform a citizen survey. The results of those surveys have been used to assist the Governing Body in prioritizing funding and resources during the preparation of the annual budget. Staff would recommend contracting again with ETC to perform the citizen survey for 2020. This survey will allow the Governing Body to benchmark and compare the results against previous surveys in addition to regional and national survey results.

The draft contract includes the responsibilities for both ETC and the City as listed below for a total price of \$7,500. This is a small increase (\$150) from 2018.

ETC Institute's responsibilities:

- a) Finalizing the methodology for administering the survey based on input from the City.
- b) Assist in designing a community survey instrument that is up to that is up to 13-16 minutes in length (5-6 pages).
- c) Selecting a random sample of households to be surveyed, using Census data to ensure a sample matching the demographics (age, race and sex) of the community.
- d) Conducting a pretest of the survey instrument.
- e) Printing and mailing the survey instrument (includes all costs for printing and mailing) and creating the online survey.
- f) Completing 200 surveys by a combination of mail, phone and on-line. The results of a random sample of 200 completed surveys will have a precision of at least +/-6% at the 95% level of confidence.
- g) Conducting data entry and quality control review for completed surveys.
- h) Developing a draft report (based on the maximum amount of completed surveys).
- i) Conducting benchmarking analysis showing how the results of selected questions for the City of Edgerton compare to other comparable communities in ETC's benchmarking database.
- j) Conducting importance-satisfaction analysis to identify the types of improvements that will have the most impact on satisfaction with City services.
- k) Cross-tabulations that show the results for key demographic groups, and other variables as desired by the City.
- l) Making an on-site presentation of the survey results to the City.

- m) Completing a final report that will include an executive summary, charts and graphs, benchmarking analysis, importance-satisfaction analysis, cross-tabs, tables showing the results to all questions on the survey, and a copy of the survey instrument.

Responsibilities for the City of Edgerton:

- a) Providing survey content and approving the survey instrument.
- b) Providing a cover letter for the mail version of the survey.
- c) Provide GIS shapefiles for the boundaries of the City.
- d) That the City would make due diligence in marketing the survey through various means available to the City.

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

December 2019

- Design survey instrument
- Approve survey instrument (City Council meeting December 12)
- Develop online survey

January 2020/February 2020

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

March 2020

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

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

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

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

**Budget Allocated:** \$7,500

x 

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

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<b>Recommendation: Approve Contract for Services and Scope of Work with ETC Institute for the 2020 Citizen Survey</b>
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**Enclosed:** Contract for Services and Scope of Work Between ETC Institute and the City of Edgerton, Kansas

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



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

**ARTICLE I: SCOPE OF SERVICES**

1. **Overview of Services to Be Performed:** ETC Institute will design and administer a citizen survey for the City of Edgerton, Kansas. The survey will be designed and administered during the end of 2019/beginning of 2020. The final report will be completed in March 2020.
2. **Maximum fixed fee:** The maximum fixed fee for the services provided will be \$7,500. This includes \$600 to design the survey, \$2,100 for the sample selection, \$2,700 to administer a 13-16 minute (5-6 pages) survey to households in the entire City of Edgerton and \$2,100 for a formal report, executive summary, tabular data, benchmarks, I-S analysis, trends, and summary charts.
3. **ETC Institute's responsibilities:** The tasks that will be performed by ETC Institute as part of this agreement include the following:
  - ✓ Finalizing the methodology for administering the survey based on input from the City.
  - ✓ Designing a survey instrument that is up to 13-16 minutes in length (5-6 pages).
  - ✓ Selecting a random sample of households to be surveyed, using Census data to ensure a sample matching the demographics (age, race, and sex) of the community.
  - ✓ Conducting a pretest of the survey instrument.
  - ✓ Printing and mailing the survey instrument (includes all costs for printing and mailing), and creating the online survey.
  - ✓ Completing 200 surveys by a combination of mail, phone and online (ETC Institute's costs include all labor, postage and printing associated with the administration of the survey). The results of a random sample of 200 completed surveys will have a precision of at least +/- 6.9% at the 95% level of confidence.
  - ✓ Developing a draft report (based on the maximum amount of completed surveys).
  - ✓ Conducting data entry and quality control review for all completed surveys.
  - ✓ Conducting benchmarking analysis showing how the results of selected questions for the City of Edgerton compare to other comparable communities in ETC's

benchmarking database.

- ✓ Conducting importance-satisfaction analysis to identify the types of improvements that will have the most impact on satisfaction with City services.
- ✓ Cross-tabulations that show the results for key demographic groups, and other variables as desired by the City.
- ✓ Making an on-site presentation of the survey results to the City.
- ✓ Completing a final report that will include an executive summary, charts and graphs, benchmarking analysis, importance-satisfaction analysis, cross-tabs, tables showing the results to all questions on the survey, and a copy of the survey instrument.

4. **Responsibilities for the City of Edgerton will include the following:**

- ✓ Providing survey content and approving the survey instrument.
- ✓ Providing a cover letter for the mail version of the survey.
- ✓ Provide GIS shapefiles for the boundaries of the City.
- ✓ That the City would make due diligence in marketing the survey

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

1. The total fee for the services as described in Article I would be \$7,350. Invoices will be submitted as follows:
  - ✓ Invoice 1: 1<sup>st</sup> Draft of the Survey Submitted (\$1,100)
  - ✓ Invoice 2: Final Survey Approved by the City, Sampling Plan Complete, and Web Based Survey Complete (\$1,470)
  - ✓ Invoice 3: Survey Printing and Mailing Complete (\$1,250)
  - ✓ Invoice 4: Survey Administration (\$2,210)
  - ✓ Invoice 5: Draft Report Delivered (\$735)
  - ✓ Invoice 6: Final Report Delivered (\$735)

## **ARTICLE III: MISCELLANEOUS PROVISIONS**

1. **Change in Scope.** The Scope of Services for this contract shall be subject to modification or

supplement upon the written agreement of the contracting parties. Any such modification in the Scope of Services shall be incorporated in this agreement by supplemental agreement executed by the parties.

2. Termination of Contract. This agreement may be terminated by either party upon written notice. If the contract is terminated by the City, the City shall reimburse ETC Institute for the full value of any tasks that have been performed through the date of the termination notice. If the contract is terminated to ETC Institute, the City shall not be responsible for any costs incurred and shall be refunded any payments made as of the date of termination.

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

\_\_\_\_\_, \_\_\_\_\_  
City of Edgerton

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

Greg Emas, CFO  
ETC Institute

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

## City Council Action Item

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**Council Meeting Date:** November 14, 2019

**Department:** Administration

**Agenda Item: Consider Resolution No. 11-14-19A Authorizing And Providing For The Acquisition, Design, Construction, And Equipping Of A New Community Building And Related Improvements In The City Of Edgerton, Kansas; And Providing For The Payment Of The Costs Thereof.**

**Background/Description of Item:**

At the October 24, 2019, Council Meeting, the City Council approved the CIP Budget. The Greenspace project was included in that budget with a project time frame from April 2019 through May of 2021 and a budget of \$4,130,000. The funding source is listed as general obligation bonds.

The first step in being able to issue bonds for the cost of the project is to adopt a project resolution. The project resolution authorizes the project and contains the project description, total cost and how the project is to be funded. Staff is bringing the resolution forward now so that the City may be reimbursed from the bond proceeds for expenditures made before the bonds are issued. The City is allowed to issue bonds for this project under the recently passed Charter Ordinance No. 25.

Attached is Resolution No. 11-14-2019A.

**Related Ordinance(s) or Statue(s):** Charter Ordinance No. 25

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**Funding Source:** n/a

**Budget Allocated:** n/a

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

**Recommendation: Approve A Resolution 11-14-19a Authorizing And Providing For The Acquisition, Design, Construction, And Equipping Of A New Community Building And Related Improvements In The City Of Edgerton, Kansas; And Providing For The Payment Of The Costs Thereof.**

**Enclosed:** Resolution No. 11-14-19A

**Prepared by:** Karen Kindle \* Finance Director

## **RESOLUTION NO. 11-14-19A**

### **A RESOLUTION AUTHORIZING AND PROVIDING FOR THE ACQUISITION, DESIGN, CONSTRUCTION, AND EQUIPPING OF A NEW COMMUNITY BUILDING AND RELATED IMPROVEMENTS IN THE CITY OF EDGERTON, KANSAS; AND PROVIDING FOR THE PAYMENT OF THE COSTS THEREOF.**

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**WHEREAS**, Charter Ordinance No. 25 of the City of Edgerton, Kansas (the “City”) authorizes the issuance of general obligation bonds to pay for the costs of various improvements, including acquiring, designing, and constructing of certain public facilities, including recreation and community facilities and off-street parking facilities; and

**WHEREAS**, the governing body of the City hereby finds and determines that it is necessary to authorize the design and construction of an approximately 20,000 square foot, multi-story community building to include meeting rooms, event space, fitness facilities, sport courts, and other uses, an approximately 9,100 square foot off-street parking facility, and spray park, all to be located in Downtown Edgerton at approximately 305 E. Nelson Street (collectively, the “Improvements”).

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

**Section 1. Project Authorization.** Pursuant to Charter Ordinance No. 25, the governing body hereby finds it necessary and desirable to acquire, design, construct, and equip the Improvements.

**Section 2. Bond Authorization.** Pursuant to Charter Ordinance No. 25, the governing body hereby finds it necessary and desirable to authorize the issuance of general obligation bonds of the City to pay the costs of the Improvements in an amount not to exceed \$4,130,000, plus costs of issuance and interest on any temporary financing (the “Bonds”).

**Section 3. Reimbursement.** The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of this Resolution, pursuant to Treasury Regulation § 1.150-2.

**Section 4. Effective Date.** This Resolution shall take effect and be in full force from and after its adoption by the governing body of the City.

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**ADOPTED AND APPROVED** by the governing body of the City of Edgerton, Kansas, on November 14, 2019.

(Seal)

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Donald Roberts, Mayor

ATTEST:

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Rachel James, City Clerk

APPROVED AS TO FORM ONLY

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Lee Hendricks, City Attorney