

**EDGERTON CITY COUNCIL
MEETING AGENDA
CITY HALL, 404 EAST NELSON STREET
February 26, 2015**

Call to Order

1. **Roll Call** ____ Roberts____Longanecker ____Crooks____Cross____Troutner ____ Brown
2. **Welcome**
3. **Pledge of Allegiance**

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

4. Agenda Approval
5. City Council Meeting Minutes February 12, 2015
6. Acceptance of Dedication of Right-of-Way along Waverly Road

Regular Agenda

7. **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.
8. **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

9. **CONSIDER REQUEST FROM PROPERTY OWNER REGARDING CONFLICT BETWEEN CITY WATER MAIN AND PROPERTY OWNER SANITARY SEWER SERVICE LINE**

Motion: _____ Second: _____ Vote: _____

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

Motion: _____ Second: _____ Vote: _____

RECONVENE INTO OPEN SESSION

11. **CONSIDER FIRST AMENDMENT TO DEVELOPMENT AGREEMENT FOR CONSTRUCTION OF A WATER TOWER TO SERVE LOGISTICS PARK KANSAS CITY**

Motion: _____ Second: _____ Vote: _____

12. **CONSIDER PURCHASE OF A TRUCK FOR ANIMAL CONTROL/CODE ENFORCEMENT OFFICER THROUGH THE MID AMERICA REGIONAL COUNCIL'S METRO VEHICLE BID LIST**

Motion: _____ Second: _____ Vote: _____

13. CONSIDER THE ADDITION OF BUILDING INSPECTOR AS AUTHORIZED PAID POSITION

Motion: _____ Second: _____ Vote: _____

14. CONSIDER ORDINANCE NO. 994 PROVIDING FOR THE RANGE OF SALARIES AND COMPENSATION OF VARIOUS CITY OFFICERS AND EMPLOYEES OF THE CITY OF EDGERTON, KANSAS

Motion: _____ Second: _____ Vote: _____

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

Motion: _____ Second: _____ Vote: _____

16. Report by the City Administrator

17. Report by the Mayor

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

Motion: _____ Second: _____ Vote: _____

RECONVENE INTO OPEN SESSION

19. Future Meeting/Event Reminders:

- March 10th 7:00 PM – Planning Commission
- March 12th 7:00 PM – City Council Meeting
- March 18th Noon – Senior Lunch
- March 26th 7:00 PM – City Council Meeting
- March 28th 9 AM to 1 PM – Low Cost Vaccine Clinic at 307 E Nelson

20. Adjourn Motion: _____ Second: _____ Vote: _____

AGENDA ITEM INFORMATION FORM

Agenda Item: Consider Acceptance of Dedication of Right-of-Way along Waverly Road

Department: Administration

Background/Description of Item: On February 12, 2015, Edgerton City Council approved an agreement with Kansas Department of Transportation (KDOT) for construction of Waverly Road from Highway 56 to 199th Street. Additionally, the City Council approved a Design Build Agreement with Clarkson Construction – HDR for the same project.

Staff has begun the process of assembling the additional right-of-way necessary for the upgrade of the road. Enclosed with the packet is the first of this additional right-of-way.

Trans Spec Leasing

Trans Spec Leasing (TSL) is developing the property at the southwest corner of 191st Street as a cargo container storage lot. A final plat for TSL was approved by City Council on February 13, 2014 that included the dedication of 40 additional feet of right-of-way for Waverly Road. That final plat has not yet been filed at Johnson County. Based on the construction schedule for the Waverly Road project, staff would recommend not waiting for the completion of the filing of the plat. Instead, Tom Hastings, President of TSL, has agreed to dedicate the same amount of right-of-way via separate instrument. A copy of the approved final plat is included with the additional right-of-way described in dedication documents highlighted in red.

Hastings Family Holdings

This property (three parcels just south of TSL) was acquired by Tom Hastings through a purchase of a competitor's cargo container storage operation (MO-KAN). This property remains in unincorporated Johnson County. Mr. Hastings has not decided at this time how he would like to develop the property. However, additional right-of-way is needed along these parcels similar to the parcels just to the north. Mr. Hastings has agreed to donate additional right-of-way along Waverly Road. A copy of the Waverly Road parcel map is enclosed with the additional right-of-way being dedicated highlighted in red.

Enclosure: Deeds of Dedication of Right-of-Way from Trans Spec Leasing
Final Plat for TSL
Deed of Dedication of Right-of-Way from Hastings Family Holdings
Map of Hastings Family Holdings

Related Ordinance(s) or Statute(s):

Recommendation: Acceptance of Dedication of Right-of-Way along Waverly Road for Trans Spec Leasing and Hastings Family Holdings

Funding Source: N/A

Prepared by: Beth Linn, City Administrator
Date: February 23, 2015

DEED OF DEDICATION

This deed of dedication is made on ~~January~~^{February} ____, 2015. TRANSPEC LEASING INCORPORATED (hereinafter "Grantor"), for the consideration of \$10.00 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:

A tract of land in the Northeast Quarter of Section 3, Township 15 South, Range 22 East of the 6th P.M., described as follows:

THE EAST 60.00 FEET OF THE FOLLOWING DESCRIBED TRACT RECORDED IN BOOK 201309 ON PAGE 002521 AT THE JOHNSON COUNTY REGISTER OF DEEDS, INCLUDING THE EXISTING RIGHT-OF-WAY FOR WAVERLY ROAD.
BEGINNING 330 FEET SOUTH OF THE NORTHEAST CORNER OF THE NORTHEAST ¼ OF SECTION 3, TOWNSHIP 15, RANGE 22, JOHNSON COUNTY, KANSAS, THENCE SOUTH 330 FEET; THENCE WEST 1319.4 FEET; THENCE EAST 1319.4 FEET TO THE POINT OF BEGINNING, EXCEPT ANY PART IN ROAD.

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

GRANTOR:

TRANSPEC LEASING INCORPORATED

By: Tom Hastings Pres.
Printed Name: Tom Hastings
Title: President
Street Address: 10001 So. 152nd
City, State & Zip: Omaha, NE 68138

GRANTEE:

CITY OF EDGERTON, KANSAS,
A Municipal Corporation

By: _____
Beth Linn, City Administrator

ATTEST:

Janeice Rawles, City Clerk

(SEAL)

ACKNOWLEDGMENT

STATE OF KANSAS)
) ss:
COUNTY OF JOHNSON)

BE IT REMEMBERED, That on this 18th day of February 2015, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Tom Hastings, 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.

Jennifer N. Walford
Notary Public

My Appointment Expires:

Oct 3, 2016



ACKNOWLEDGMENT

STATE OF KANSAS)
) ss:
COUNTY OF JOHNSON)

BE IT REMEMBERED, That on this _____ day of _____, 2015, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came **BETH LINN**, City Administrator of the City of Edgerton, Kansas, and **JANEICE RAWLES**, City Clerk of said City, who are personally known to me to be the same persons who executed, as such officers, the within instrument on behalf of said City, and such persons duly acknowledged the execution of the same to be the act and deed of said City.

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

Notary Public

My Appointment Expires:

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A tract of land in the Northeast Quarter of Section 3, Township 15 South, Range 22 East of the 6th P.M., described as follows:

THE EAST 60.00 FEET OF THE FOLLOWING DESCRIBED TRACT RECORDED IN BOOK 201309 ON PAGE 002523 AT THE JOHNSON COUNTY REGISTER OF DEEDS, INCLUDING EXISTING RIGHT-OF-WAY FOR WAVERLY ROAD AND LESS RIGHT-OF-WAY ACQUIRED FOR 191ST STREET.

THE EAST 301.2 FEET OF THE NORTH 188 FEET OF THE NORTHEAST QUARTER OF SECTION 3, TOWNSHIP 15, RANGE 22, JOHNSON COUNTY, KANSAS, EXCEPT THAT PART THEREOF IN ROADS.

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

GRANTOR:

TRANSPEC LEASING INCORPORATED

By: _____
Printed Name: _____
Title: _____
Street Address: _____
City, State & Zip: _____

GRANTEE:

CITY OF EDGERTON, KANSAS,
A Municipal Corporation

By: _____
Beth Linn, City Administrator

ATTEST:

Janeice Rawles, City Clerk

(SEAL)

ACKNOWLEDGMENT

STATE OF KANSAS)
) ss:
COUNTY OF JOHNSON)

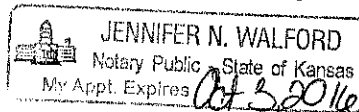
BE IT REMEMBERED, That on this 10th day of February, 2015, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Tom Hashnes, who is personally known to me to be the same person who executed as such officer/member the foregoing instrument of writing on behalf of 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.

Jennifer N. Walford
Notary Public

My Appointment Expires:

Oct 3 2016



ACKNOWLEDGMENT

STATE OF KANSAS)
) ss:
COUNTY OF JOHNSON)

BE IT REMEMBERED, That on this _____ day of _____, 2015, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came **BETH LINN**, City Administrator of the City of Edgerton, Kansas, and **JANEICE RAWLES**, City Clerk of said City, who are personally known to me to be the same persons who executed, as such officers, the within instrument on behalf of said City, and such persons duly acknowledged the execution of the same to be the act and deed of said City.

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

Notary Public

My Appointment Expires:

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A tract of land in the Northeast Quarter of Section 3, Township 15 South, Range 22 East of the 6th P.M., described as follows:

THE EAST 60.00 FEET OF THE FOLLOWING DESCRIBED TRACT RECORDED IN BOOK 201309 ON PAGE 002436 AT THE JOHNSON COUNTY REGISTER OF DEEDS, INCLUDING THE EXISTING RIGHT-OF-WAY FOR WAVERLY ROAD.

BEGINNING AT THE NORTHEAST CORNER OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 3, TOWNSHIP 15, RANGE 22, JOHNSON COUNTY, KANSAS; THENCE SOUTH 330 FEET; THENCE WEST 480 FEET; THENCE NORTH 330 FEET; THENCE EAST 480 FEET TO THE POINT OF BEGINNING, EXCEPT THE EAST 301.2 FEET OF THE NORTH 188.0 FEET AND ALSO EXCEPT THAT PART IN ROADS.

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

GRANTOR:

TRANSPEC LEASING INCORPORATED

By: Tom Hastings Pres
Printed Name: Tom Hastings
Title: President
Street Address: 10001 So 152nd St
City, State & Zip: Omaha, NE 68138

GRANTEE:

CITY OF EDGERTON, KANSAS,
A Municipal Corporation

By: _____
Beth Linn, City Administrator

ATTEST:

Janeice Rawles, City Clerk

(SEAL)

ACKNOWLEDGMENT

STATE OF KANSAS)
) ss:
COUNTY OF JOHNSON)

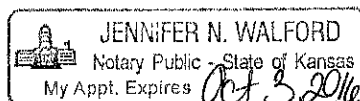
BE IT REMEMBERED, That on this 18th day of February, 2015, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Tom Hastings, who is personally known to me to be the same person who executed as such officer/member the foregoing instrument of writing on behalf of 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.

Jennifer N. Walford
Notary Public

My Appointment Expires:

Oct 3, 2016



ACKNOWLEDGMENT

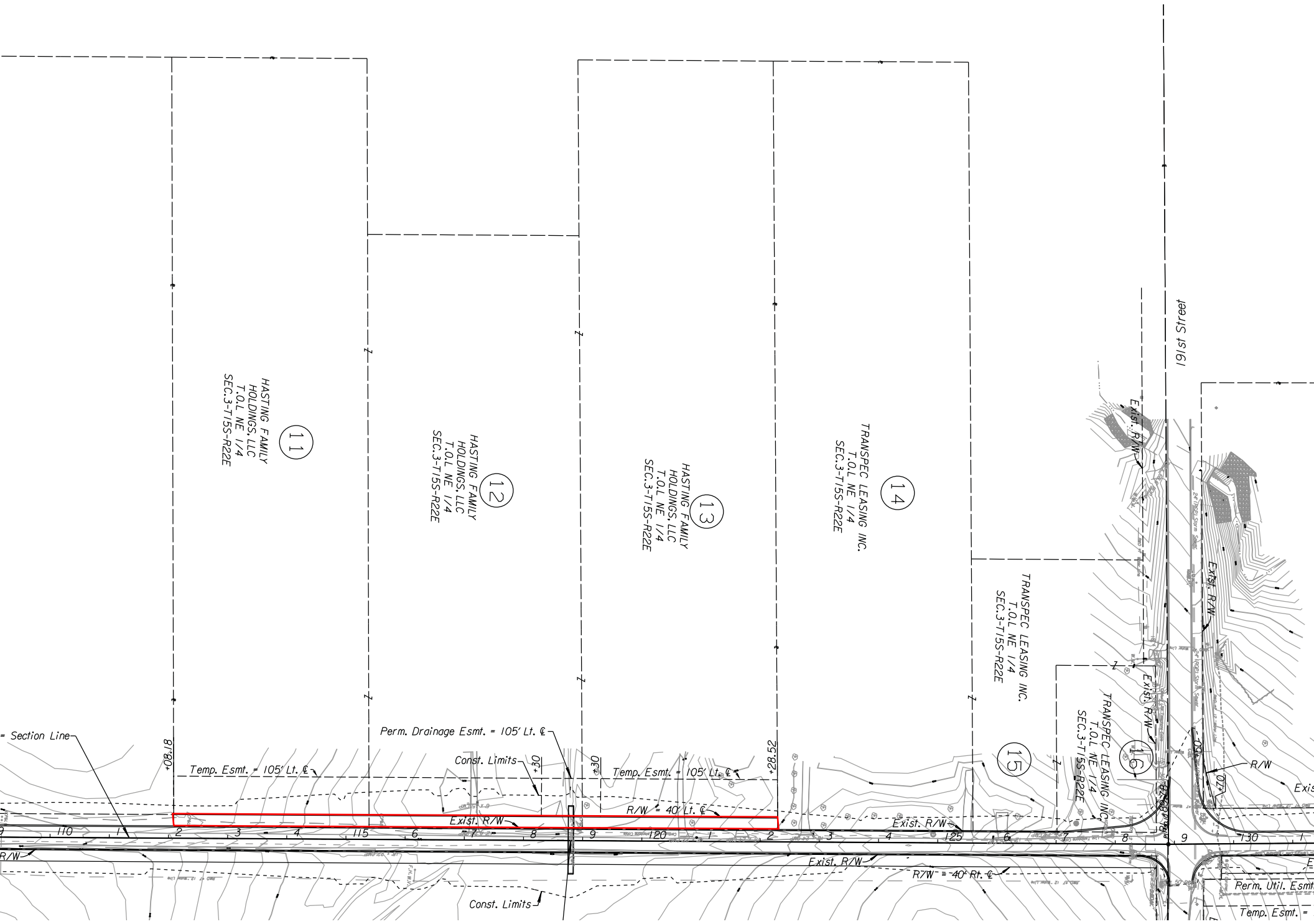
STATE OF KANSAS)
) ss:
COUNTY OF JOHNSON)

BE IT REMEMBERED, That on this _____ day of _____, 2015, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came **BETH LINN**, City Administrator of the City of Edgerton, Kansas, and **JANEICE RAWLES**, City Clerk of said City, who are personally known to me to be the same persons who executed, as such officers, the within instrument on behalf of said City, and such persons duly acknowledged the execution of the same to be the act and deed of said City.

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

Notary Public

My Appointment Expires:



DEED OF DEDICATION

This deed of dedication is made on ^{February}~~January~~ ____, 2015. HASTINGS FAMILY HOLDINGS LLC (hereinafter "Grantor"), for the consideration of \$10.00 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:

A tract of land in the Northeast Quarter of Section 3, Township 15 South, Range 22 East of the 6th P.M., described as follows:

COMMENCING at the Southeast corner of said Quarter Section; thence on an assumed bearing of North 01 degree 09 minutes 47 seconds West, 990.00 feet along the East line of said Quarter Section to the POINT OF BEGINNING; FIRST COURSE, thence South 88 degrees 20 minutes 31 seconds West, 20.00 feet to the existing westerly right of way line of Waverly Road; SECOND COURSE, thence continuing South 88 degrees 20 minutes 31 seconds West, 20.00 feet; THIRD COURSE, thence North 01 degree 09 minutes 47 seconds West, 330.00 feet, being 40.00 feet west of and parallel with said East line; FOURTH COURSE, thence North 88 degrees 20 minutes 31 seconds East, 20.00 feet to said existing westerly right of way line; FIFTH COURSE, thence continuing North 88 degrees 20 minutes 31 seconds East, 20.00 feet to said East line; SIXTH COURSE, thence South 01 degree 09 minutes 47 seconds East, 330.00 feet along said East line to the POINT OF BEGINNING.

The above described tract contains 0.303 acres, which includes 0.151 acres of existing right of way, resulting in an acquisition of 0.152 acres, more or less.

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

GRANTOR:

HASTINGS FAMILY HOLDINGS LLC

By: Tom Hastings mgr.
Printed Name: Tom Hastings
Title: President
Street Address: 10001 So 152nd St
City, State & Zip: Omaha NE 68138

GRANTEE:

CITY OF EDGERTON, KANSAS,
A Municipal Corporation

By: _____
Beth Linn, City Administrator

ATTEST:

Janeice Rawles, City Clerk

(SEAL)

ACKNOWLEDGMENT

STATE OF KANSAS)
) ss:
COUNTY OF JOHNSON)

BE IT REMEMBERED, That on this 10th day of February, 2015, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Tom Hastings, 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.

Jennifer N. Walford
Notary Public

My Appointment Expires:

Oct 3, 2016



ACKNOWLEDGMENT

STATE OF KANSAS)
) ss:
COUNTY OF JOHNSON)

BE IT REMEMBERED, That on this _____ day of _____, 2015, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came **BETH LINN**, City Administrator of the City of Edgerton, Kansas, and **JANEICE RAWLES**, City Clerk of said City, who are personally known to me to be the same persons who executed, as such officers, the within instrument on behalf of said City, and such persons duly acknowledged the execution of the same to be the act and deed of said City.

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

Notary Public

My Appointment Expires:

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A tract of land in the Northeast Quarter of Section 3, Township 15 South, Range 22 East of the 6th P.M., described as follows:

COMMENCING at the Southeast corner of said Quarter Section; thence on an assumed bearing of North 01 degree 09 minutes 47 seconds West, 1320.00 feet along the East line of said Quarter Section to the POINT OF BEGINNING; FIRST COURSE, thence South 88 degrees 20 minutes 31 seconds West, 20.00 feet to the existing westerly right of way line of Waverly Road; SECOND COURSE, thence continuing South 88 degrees 20 minutes 31 seconds West, 20.00 feet; THIRD COURSE, thence North 01 degree 09 minutes 47 seconds West, 360.56 feet, being 40.00 feet west of and parallel with said East line; FOURTH COURSE, thence North 88 degrees 09 minutes 08 seconds East, 20.00 feet to said existing westerly right of way line; FIFTH COURSE, thence continuing North 88 degrees 09 minutes 08 seconds East, 20.00 feet to said East line; SIXTH COURSE, thence South 01 degree 09 minutes 47 seconds East, 360.69 feet along said East line to the POINT OF BEGINNING.

The above described tract contains 0.331 acres, which includes 0.165 acres of existing right of way, resulting in an acquisition of 0.166 acres, more or less.

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

GRANTOR:

HASTINGS FAMILY HOLDINGS LLC

By: Tamara Mgr.
Printed Name: Tamara Hastings
Title: President
Street Address: 10001 So. 159th St
City, State & Zip: Omaha NE 68138

GRANTEE:

CITY OF EDGERTON, KANSAS,
A Municipal Corporation

By: _____
Beth Linn, City Administrator

ATTEST:

Janeice Rawles, City Clerk

(SEAL)

ACKNOWLEDGMENT

STATE OF KANSAS)
) ss:
COUNTY OF JOHNSON)

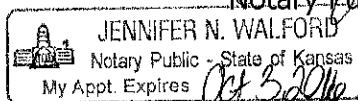
BE IT REMEMBERED, That on this 18th day of February, 2015, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Tom Hastings, who is personally known to me to be the same person who executed as such officer/member the foregoing instrument of writing on behalf of 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.

Jennifer N. Walford
Notary Public

My Appointment Expires:

Oct 3, 2016



ACKNOWLEDGMENT

STATE OF KANSAS)
) ss:
COUNTY OF JOHNSON)

BE IT REMEMBERED, That on this _____ day of _____, 2015, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came **BETH LINN**, City Administrator of the City of Edgerton, Kansas, and **JANEICE RAWLES**, City Clerk of said City, who are personally known to me to be the same persons who executed, as such officers, the within instrument on behalf of said City, and such persons duly acknowledged the execution of the same to be the act and deed of said City.

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Notary Public

My Appointment Expires:

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COMMENCING at the Southeast corner of said Quarter Section; thence on an assumed bearing of North 01 degree 09 minutes 47 seconds West, 990.00 feet along the East line of said Quarter Section to the POINT OF BEGINNING; FIRST COURSE, thence South 88 degrees 20 minutes 31 seconds West, 20.00 feet to the existing westerly right of way line of Waverly Road; SECOND COURSE, thence continuing South 88 degrees 20 minutes 31 seconds West, 20.00 feet; THIRD COURSE, thence North 01 degree 09 minutes 47 seconds West, 330.00 feet, being 40.00 feet west of and parallel with said East line; FOURTH COURSE, thence North 88 degrees 20 minutes 31 seconds East, 20.00 feet to said existing westerly right of way line; FIFTH COURSE, thence continuing North 88 degrees 20 minutes 31 seconds East, 20.00 feet to said East line; SIXTH COURSE, thence South 01 degree 09 minutes 47 seconds East, 330.00 feet along said East line to the POINT OF BEGINNING.

The above described tract contains 0.303 acres, which includes 0.151 acres of existing right of way, resulting in an acquisition of 0.152 acres, more or less.

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

GRANTOR:

HASTINGS FAMILY HOLDINGS LLC

By: Tom Hastings
Printed Name: Tom Hastings
Title: President
Street Address: 16001 So 152nd St
City, State & Zip: Omaha, NE 68138

GRANTEE:

CITY OF EDGERTON, KANSAS,
A Municipal Corporation

By: _____
Beth Linn, City Administrator

ATTEST:

Janeice Rawles, City Clerk

(SEAL)

ACKNOWLEDGMENT

[illegible]

BE IT REMEMBERED, That on this 10th day of February 2015, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came TOM HUNNINGS, 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.

Jennifer N. Walz
Notary Public

My Appointment Expires:

Oct 3, 2014



ACKNOWLEDGMENT

[illegible]

BE IT REMEMBERED, That on this _____ day of _____, 2015, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came **BETH LINN**, City Administrator of the City of Edgerton, Kansas, and **JANEICE RAWLES**, City Clerk of said City, who are personally known to me to be the same persons who executed, as such officers, the within instrument on behalf of said City, and such persons duly acknowledged the execution of the same to be the act and deed of said City.

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

Notary Public

My Appointment Expires:



EDGERTON

global routes. local roots.

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

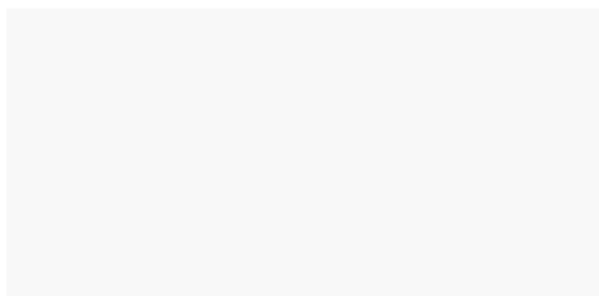
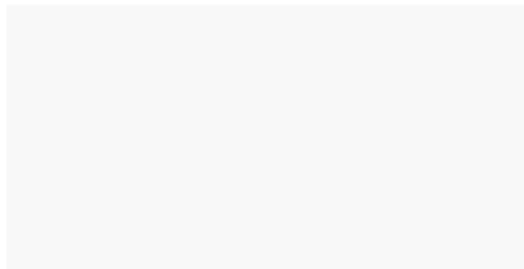
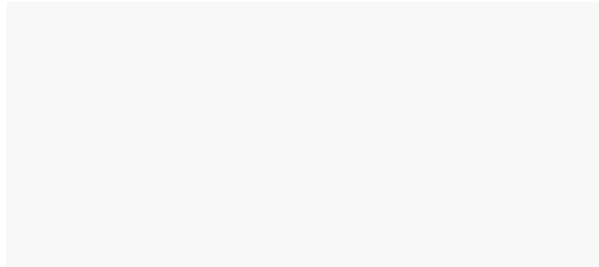
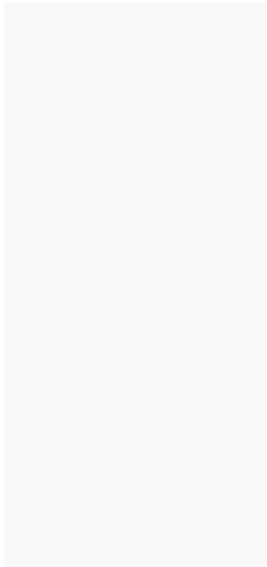
February 26, 2015

To: Mayor and City Council

From: Beth Linn, City Administrator

Re: Request From Property Owner Regarding Conflict Between City Water Main And
Property Owner Sanitary Sewer Service Line

The information for this agenda item is still being finalized. The packet will be amended once the item is prepared. A second email will be send once the packet is amended.



AGENDA ITEM INFORMATION FORM

Agenda Item: Consider First Amendment to Development Agreement for Construction of a Water Tower to Serve Logistics Park Kansas City

Department: Public Works

Background/Description of Item: In November 2013, the City of Edgerton approved a Development Agreement with Rural Water District No. 7 (JO7) and Edgerton Land Holding Company (ELHC) for the construction of a 500,000 gallon elevated water tower to support the development at Logistics Park Kansas City (LPKC). Additionally, the City of Edgerton approved a reimbursement agreement with ELHC to build the tower and be reimbursed the cost of construction from the Public Infrastructure Fund.

Since the approval of that agreement, ELHC has awarded a design-build contract for construction of the tower to Phoenix Fabrications and Erectors (Phoenix). During the contract negotiation period, JO7 worked with ELHC and Phoenix to price an increase in tank size from 500,000 to 1,000,000 gallons. The agreement provided the opportunity for JO7 to choose to increase the size of the elevated tank at their cost if so desired.

Enclosed with the packet is the First Amendment to the Development Agreement to increase the project to include the larger tank and assign the cost of that construction to JO7. Below is a summary of the agreement.

- Increase tank size from 500,000 gallons to 1,000,000 gallons
- Cost of increase paid by JO7 (\$463,558)
- Cost is 19.6% of total guaranteed maximum price. Percentage of cost of increase agreed to by JO7 and ELHC
- No cost to City of Edgerton

The First Amendment was approved by JO7 Board of Directors on October 14, 2014. First Amendment has been reviewed and approved by Intermodal Bond Counsel.

Enclosure: Draft First Amendment to Development Agreement for Construction of Water Tower
Development Agreement for Construction of Water Tower

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

Recommendation: Approve First Amendment to Development Agreement for Construction of a Water Tower to Serve Logistics Park Kansas City

Funding Source: N/A

Prepared by: Beth Linn, City Administrator
Date: February 23, 2015

**FIRST AMENDMENT TO DEVELOPMENT AGREEMENT
FOR CONSTRUCTION OF WATER TOWER**

THIS FIRST AMENDMENT TO DEVELOPMENT AGREEMENT FOR CONSTRUCTION OF WATER TOWER (the “First Amendment”) is made this ____ day of _____, 2014, among the City of Edgerton, Kansas, a municipal corporation (the “City”), Edgerton Land Holding Company, LLC, a Kansas limited liability company (“Developer”), and Rural Water District No. 7, Johnson County, Kansas (the “District”).

RECITALS:

A. The City, the Developer and the District have previously entered into a Development Agreement for Construction of Water Tower dated December 3, 2013 (the “Original Agreement”).

B. The parties desire to amend the Original Agreement as set forth herein (the Original Agreement as amended by this First Amendment shall be referred to herein as the “Agreement”).

AGREEMENTS:

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

Section 1. Definitions. Capitalized terms used in this First Amendment but not defined herein shall have the meanings given to such terms as set forth in the Original Agreement.

Section 2. Amendment of Size of Water Tower. The Original Agreement provided that the size of the Water Tower would be 500,000 gallons. The parties desire that the size of the Water Tower shall be increased to 1,000,000 gallons. The increase in the size of the Water Tower from 500,000 gallons to 1,000,000 gallons shall be referred to herein as the “Increased Capacity.”

Section 3. Reimbursement for Increased Capacity. The District agrees that it shall reimburse the Developer for all construction costs (but excluding costs of land, design, inspection and engineering) resulting from the Increased Capacity. Based on project bids, the maximum total cost for the Increased Capacity is \$463,558.00. This \$463,558.00 amount is 19.6% of the total guaranteed maximum price negotiated by Developer with Phoenix Fabricators and Erectors for the construction of the Water Tower.

Section 4. When District Costs Payable. The Developer will receive monthly pay applications from the contractor constructing the Water Tower. The Developer will invoice the District for 19.6% of the amount of each pay application promptly upon the receipt of each pay application. The District agrees to pay the Developer the amount of each invoice, up to the total not to exceed amount of \$463,558.00, unless a higher amount is approved by the District, within 20 days of the receipt of the invoice.

Section 5. City Not Liable for Costs of Increased Capacity. The Developer agrees that it will not seek reimbursement pursuant to the Development Agreement for Logistics Park Infrastructure dated December ____, 2013, between the City and the Developer, for any costs which the Developer is entitled to be reimbursed by the District pursuant to **Section 3** of this First Amendment.

Section 6. Logos on Water Tower. Notwithstanding any of the foregoing, the parties agree to the provisions contained in this Section, regarding the placement of any logos on the Water Tower. Item

11 of Exhibit B of the Original Agreement provides that there will be either 2 or 4 logos on the Water Tower and that the City will get one half of such logos and the District will get one half of such logos. It is possible, however, that the City will not want any logo(s) on the Water Tower. Thus, the parties hereby agree that: a) the District may choose to have either one or two logos on the Water Tower and that it will pay for such logo(s); and b) the City may choose to have either one or two logos on the Water Tower and that it will pay for such logo(s).

Section 7. Representations. Each party represents and warrants that it (a) has made due and diligent inquiry into the facts and matters which are the subject matter of this First Amendment; (b) fully understands the legal effect of this First Amendment; and (c) is duly authorized and empowered to execute, deliver and perform this First Amendment according to its terms and conditions.

Section 8. Entire Agreement. The Agreement is the entire agreement between the parties with respect to the subject matter hereof, the terms and provisions of the Agreement are contractual and not mere recitals and no alterations, amendment, modification, or interpretation thereof shall be binding unless in writing and signed by all parties.

Section 9. Effectiveness of Original Agreement. Except as amended by this First Amendment, all terms and provisions of the Original Agreement shall remain in full force and effect.

Section 10. Counterparts. This First Amendment may be executed in two or more counterparts, each of which shall be deemed to be an original but all of which together shall be deemed to be one and the same instrument. **IN WITNESS WHEREOF**, this Agreement has been executed by the parties hereto on the date first above written.

CITY OF EDGERTON, KANSAS

By: _____
Donald Roberts, Mayor

Attest:

Janeice Rawles, City Clerk

EDGERTON LAND HOLDING COMPANY, LLC

By: _____
Nathaniel Hagedorn, Manager

WATER DISTRICT NO. 7, JOHNSON COUNTY

By: _____
William Gay, Chairman

Attest:

Charles Finley, Secretary

DEVELOPMENT AGREEMENT FOR CONSTRUCTION OF WATER TOWER

THIS DEVELOPMENT AGREEMENT FOR CONSTRUCTION OF WATER TOWER (the "Agreement") is made this 21 day of December, 2012, among the City of Edgerton, Kansas, a municipal corporation (the "City"), Edgerton Land Holding Company, LLC, a Kansas limited liability company ("Developer"), and Rural Water District No. 7, Johnson County, Kansas (the "District").

RECITALS:

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

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

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

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

AGREEMENTS:

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

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

Section 2. Design of Water Tower. The Developer agrees to promptly commence, or cause to be commenced, at its sole expense, the engineering and design of the Water Tower in accordance with industry standards, including the standards set forth in **Exhibit B** and any applicable American Water Works Association ("AWWA") standards. Such engineering and

design work shall be performed by competent professionals who are acceptable to the District. Drawings and specifications for the construction of the Water Tower shall be submitted to the District and the City for approval. The Developer shall make all reasonable changes to the design of the Water Tower as may be requested by the District or the City.

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

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

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

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

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

Section 8. Maintenance of District Charges. Except as otherwise set forth in this Section, for a period of ten years, commencing from the date of this Agreement, the District

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

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

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

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

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

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

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

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

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

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

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

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

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

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


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

CITY OF EDGERTON, KANSAS

Attest:



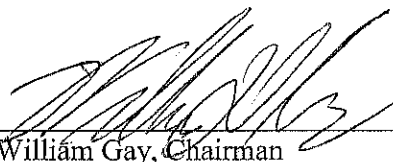
City Clerk

By: 
Mayor


**EDGERTON LAND HOLDING COMPANY,
LLC**

By: 
Nathaniel Hagedorn, Manager

**RURAL WATER DISTRICT NO. 7, JOHNSON
COUNTY**

By: 
William Gay, Chairman

Attest:


Charles Finley, Secretary

[illegible]

□ - Logistics Park

EXHIBIT B

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

35. 2-year Warranty Requirements to JO7

36. SCADA (by JO7)

37. Painting:

1) Surface cleaning and application.

a) Tank bowl exterior surfaces.

i. Surface preparation - SSPC SP 6.

ii. Shop primer - Apply to blast-cleaned surfaces before any rust bloom forms (within 6 hours).

iii. Field touch up – Apply to blast cleaned surfaces such as weld seams and abraded areas before any rust bloom forms (within 4 hours).

iv. Field finish coats – Tint first coat to aid in complete coverage.

b) Tank bowl Interior surfaces.

i. Surface preparation - SSPC SP 10.

ii. Shop coat primer - Apply to blast-cleaned surfaces before any rust bloom forms (within 6 hours).

iii. Field touch up – Apply to blast cleaned surfaces such as weld seams and abraded areas before rust bloom forms (within 4 hours).

2) Tank Bowl Exterior Surfaces:

a) 1 coat 94-H20 Hydro-Zinc (shop primer) (2.5-3.5 mils dry).

b) Field touch-up - Spot prime with 91-H20 Hydro-Zinc (primer) (2.5-3.5 mils dry).

c) 1 coat 73 Endura-Shield (2.5-3.5 mils dry).

d) 1 coat 700 HydroFlon (2.0 -3.0 mils-dry).

e) Total minimum dry film thickness shall be 7.0 mils.

f) Lettering - 1 coat 75 Endura-Shield, 1 coat 76 Endura-Clear).

3) Tank Bowl Interior Surfaces.

a) Shop primer: 1 coat 94-H20 Hydro-Zinc at 2.5-3.5 mils dry.

b) Field touch-up: Spot prime with 91-H20 Hydro-Zinc at 2.5-3.5 mils dry.

c) Field intermediate coat: 1 coat Series 20 Pota-Pox at 4.0-6.0 mils dry.

d) Field finish coat: 1 coat Series 20 Pota-Pox White Finish coat at 4.0-6.0 mils dry.

e) Total minimum dry film thickness shall be 10.5 mils.

EXHIBIT C

BENEFIT UNIT FEES		
METER SIZE	METER TYPE	BENEFIT UNIT COST
5/8" x 3/4"	PD	\$ 6,000.00
3/4"	PD	\$ 9,000.00
1"	PD	\$ 15,000.00
1 1/2"	PD	\$ 30,000.00
2"	PD	\$ 48,000.00
2"	C	\$ 48,000.00
2"	T	\$ 60,000.00
3"	C	\$ 105,000.00
3"	T	\$ 135,000.00
4"	C	\$ 210,000.00
4"	T	\$ 360,000.00
6"	C	\$ 420,000.00
6"	T	\$ 750,000.00
6" x 8"	C	\$ 600,000.00
8"	T	\$ 1,200,000.00
10"	T	\$ 1,950,000.00

FIRE LINE CONNECTION FEES			
Connection Size	Application Fee	Connection Fee	Total Fees
2"	\$ 250.00	\$ 500.00	\$ 750.00
4"	\$ 500.00	\$ 750.00	\$ 1,250.00
6"	\$ 750.00	\$ 1,250.00	\$ 2,000.00
8"	\$ 1,000.00	\$ 2,000.00	\$ 3,000.00
10"	\$ 1,250.00	\$ 2,500.00	\$ 3,750.00
12"	\$ 1,500.00	\$ 3,000.00	\$ 4,500.00
>12"	TBD	TBD	TBD

NEW INFORMATION ADDED IN BOLD

AGENDA ITEM INFORMATION FORM

Agenda Item: Consider Purchase of a Truck for Animal Control/Code Enforcement Officer through the Mid America Regional Council's Metro Vehicle Bid List

Department: Public Works

Background/Description of Item: In 2010, the Edgerton City Council adopted a Vehicle and Equipment Replacement Policy. The stated purpose of the policy is to provide effective guidelines for administering and accounting for the City's vehicle and equipment replacement; to provide a framework for decision relating to replacement; and to act as a budgeting guide for the Governing Body and staff.

In April 2014, staff presented the 2014 Annual Vehicle and Equipment Inventory. During the final work session for preparation of the 2015 annual budget, staff reviewed the proposed 2014 and 2015 Vehicle and Equipment purchases. Included in the 2015 purchases was a replacement truck for the Animal Control/Code Enforcement Officer. The current truck is a 1999 Ford Ranger in poor condition.

Staff recommends the purchase of a 2015 Ford F150 Super Cab 4x4. For the F150, the low bid through the MARC cooperative purchasing pool is from Shawnee Mission Ford in the amount of \$22,509 base price. Additionally, staff is requesting three additional upgrades from the base price. Those upgrades are listed below.

- Power windows (\$998) – Frequently residents signal the AC/COE officer to stop while driving by to discuss a matter or ask a question. Most often they approach the vehicle from the passenger's side (curb side) for safety. It is difficult to reach over to manually lower the passenger's side window over equipment, etc. This then requires the resident to come to the driver's side of the vehicle or the AC/COE to park and exit the vehicle. Power windows would greatly increase the safety and efficiency for both residents and staff.
- 2.7 Ecoboost V6 (\$678) – This engine provides increased fuel efficiency of greater than 20% over base V6 while producing the power of a V8 enabling the truck to increase payload. Additionally, this option comes with Ford's start/stop technology that shuts the engine off as the brake pedal is held down and immediately starts as the brake pedal is released further increasing fuel mileage.
- Cab steps (\$214) – Safety feature for easier entering and exiting the vehicle.

The Vehicle and Equipment Policy requires the Department Director to prepare the specifications for the replacement vehicle with an effort for those to be as "standard" as possible to provide for economical and efficient repairs. It also requires that the City first use cooperative purchasing partnerships. The City's purchasing policy requires that purchases over \$25,000 must first be approved before bids are acquired. Staff met these criteria by using the Mid America Regional Council (MARC) Metro Vehicle Bid List.

Please find enclosed the Fund Summary for the Equipment Reserve Fund that includes the purchase of the F150 Super Cab. The actual ending fund balance on 12/31/2014 in the General Equipment Reserve Fund was higher than projected. Staff was able to increase the transfer of revenue from Parks to General Equipment Reserve Fund to fund the entire purchase of a mower. Additionally, the tandem truck was \$71,000 less than originally budgeted and the purchase of a new roller has been moved from 2014 to 2015.

NEW INFORMATION ADDED IN BOLD

On February 12, 2014 City Council tabled this item and requested that staff provide information on similar type of truck that was previously owned. Below is a summary of the information. Current bid for new Ford F150 through Mid America Regional Council Cooperative Purchasing is \$24,399.

Ford F150 Super Cab 4x4

<u>Year</u>	<u>Mileage</u>	<u>Price</u>
2011	107,269	\$16,999
2013	73,944	\$22,900
2013	113,278	\$22,504
2013	33,210	\$38,266
2011	38,200	\$32,896
2011	61,211	\$23,988
2012	30,024	\$28,995

Prices do not include warranty. Manufacturer's warranty has expired on most of these. Individual dealerships may offer additional warranty for purchase.

Additionally, please find enclosed the Vehicle and Equipment Replacement Policy for reference.

Enclosure: **Additional Quotes for Previously Owned Ford F150 Super Cab**
Vehicle and Equipment Replacement Policy
Fund Summary for Equipment Reserve Fund
Equipment Request with corresponding bid information

Related Ordinance(s) or Statute(s):

Recommendation: Approve approval of the purchase of a Ford F150 Super Cab truck through the Mid America Regional Council's Metro Vehicle Bid List from Shawnee Mission Ford in the amount of \$24,399

Funding Source: General Equipment Reserve Fund

Prepared by: Beth Linn, City Administrator
Date: February 10, 2015



New Cars For Sale

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[Pickup Truck](#)

[Ford](#)

[F-150](#)

[Ashland, VA](#)

Share:



Basic Auto Sales Ashland, VA Stock #: 111575

2011 Ford F-150 XL 4x4 4dr SuperCab Styleside 6.5 ft. SB

Price

Make An Offer \$16,999

Get An Auto Loan From Basic Auto Sales

Check Availability

Mileage

107,269

MPG

N/A
EPA Fuel Economy Guide

Engine

V-6 cyl

Transmission

Automatic 6-Speed

Fuel

Flex Fuel

Exterior Color

White

Interior

Gray Cloth

VIN

[Click Here For VIN](#)

Last update: 10 hours ago

3 people viewed this vehicle



View Video

View Photos

18



Call Seller



Email Seller

Request Information

First Name*

Last Name*

Email*

Phone*

2013 FORD F150 PICKUP TRUCK in TAMPA, FLORIDA

DETAILS

SHIPPING

SHARE THIS

CONTACT SELLER



View larger



More

Price: \$22,900 Specification

Year: 2013
 Make: FORD
 Model: F150
 Class: CLASS 2 (GVW 6001 - Pickup Truck
 Category: Ford
 Engine Make: Ford
 Engine Size: 3.7 Liters cc
 See More Info: Additional Details from 73944
 Mileage: New/Used: U
 Color: Blue Jeans Metallic
 Interior Color: Lt Gray
 Front Tire Size: P235/75R17 BSW
 Fuel Tank Size: 36 Gallons
 Max Torque: 278LB-FT
 Horse Power: 300 - 400
 Max Horsepower: 302HP
 Fuel Type: Flex Fuel
 Transmission Speed: Auto-6Spd
 Axles: 4x4
 Wheelbase: 144.5 inches
 Brake Type: Hydraulic
 VIN: 1FTEX1EMXDK672414
 Price: \$22,900

Less



View the Free CARFAX Report

Seller Information

Car Collection

(866) 248-1977

Reference Stock #: NRE72414

6857 N. Dale Mabry HWY
 Tampa, FL
 33614 (Map)

Attn: Car Collection

See All

Inventory | Visit Dealer Web Site

*required

Hello, I'm interested in your **2013 FORD F150** Stock

#:**NRE72414**. Please contact me

at your earliest convenience ▾, you can reach me at

Features

Air Conditioning, AM/FM Radio, CD Player, Power Steering, Power Windows, Power Mirrors,

Find Similar Trucks new search

2006 Dodge 2500
 Pickup Truck
\$16,123

Metairie, LA

2014 GMC SIERRA 1500
 Pickup Truck
Call for Price

Kennesaw, GA

2012 FORD F150
 Pickup Truck
\$26,144

Metairie, LA

2000 FORD F350
 Pickup Truck
\$9,900

Austin, CO

2014 CHEVROLET SILVERADO 1500
 Pickup Truck
Call for Price

Grand Rapids, MI

2001 Ford F250 4x4
 Pickup Truck
Call for Price

South Beloit, IL

Olathe Ford
 1945 E Santa Fe
 Olathe, KS 66062
 Phone: 913-782-0881
 Fax: 913-782-9057

Used Fords

Just Arrived!
 Inspection in progress
 Please Call for status
 913-782-0881

Actual Photo

2013 Ford F-150 XL 4WD SuperCrew 145" XL

Year: 2013
 Make: Ford
 Model: F-150
 Trim: XL
 Exterior Color: BLACK

Stock Number: 00BS0328
 Mileage: 113,278
 VIN: 1FTFW1ETXDA20275
 Transmission: 6 Speed Automatic Trans (6R8)

**Get
Financed**

**Contact
Seller**

**Black Book
Value Your Trade**

**Click Here for a
Test Drive**

Olathe Ford Lincoln - Home of the Worlds Happiest Customers Call Briana or any of our internet specialists to schedule a test drive! (913) 782-0881. Stickers are prepared by Dealer Specialties. Olathe Ford Lincoln is not responsible for any options listed in error. Any and all differences with accuracy, description, options, or condition of the vehicle must be addressed with a Manager prior to the sale of the vehicle.

More...

NO HASSLE PRICE:
\$22,504.00



Just Arrived!
 Inspection in progress
 Please Call for status
 913-782-0881

Actual Photo

2014 Ford F-150 XL 2WD Reg Cab 126" XL

Year: 2014
 Make: Ford
 Model: F-150
 Trim: XL
 Exterior Color: WHITE

Stock Number: 0F41430A
 Mileage: 3,740
 VIN: 1FTMF1CM2EKE63936
 Transmission: 6 Speed Automatic Trans (6R8)

**Get
Financed**

**Contact
Seller**

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Test Drive**

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More...

NO HASSLE PRICE:
\$22,994.00



Just Arrived!
 Inspection in progress
 Please Call for status
 913-782-0881

Actual Photo

2013 Ford F-150 XL 4WD SuperCrew 145" XL

Year: 2013
 Make: Ford
 Model: F-150
 Trim: XL
 Exterior Color: WHITE

Stock Number: 0F41958A
 Mileage: 33,210
 VIN: 1FTFW1EFXDFC27243
 Transmission: 6R80 6 SPD AUTO

NO HASSLE PRICE:
\$38,266.00

Actual Photo

Get
Financed

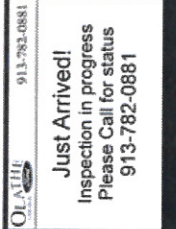
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Seller

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More...



Actual Photo

2011 Ford F-150 XL 4WD SuperCrew 145" XL

Year: 2011
Make: Ford
Model: F-150
Trim: XL
Exterior Color: Black
Stock Number: 00F5873A
Mileage: 38,200
VIN: 1FTFW1EF4BFD41476
Transmission: 6-SPD ELEC AT
W/O, TOW/H/AUL

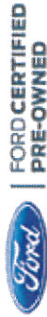
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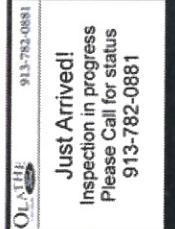


NO HASSLE PRICE:
\$32,896.00



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Actual Photo

2006 Ford F-150 XL Reg Cab 126" XL

Year: 2006
Make: Ford
Model: F-150
Trim: XL
Exterior Color:
Stock Number: 00C4530A
Mileage: 278,606
VIN: 1FTRF12206NA35532
Transmission:

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NO HASSLE PRICE:
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Dick Smith Ford

9505 East State Route 350, Raytown, MO 64133 | (888) 434-0790

2011 Ford F-150 XLT 4X4 Extended Cab 4WD

Exterior: Oxford White (White) Interior: Gray Cloth (Gray) Status: In Stock
Mileage: 61211 Engine: Gas/Ethanol V6 3.7/227 Transmission: Automatic



STK #: 9136AD

VIN #: 1FTEX1EM6BFD39039

Picture may not represent actual vehicle.

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\$23,988

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EPA-
Est. City
MPG*
14[†]



EPA-H
Hwy
MPG
19[†]

Vehicle Description

FOUR WHEEL DRIVE, SUPERCAB, 3.7L V6 ENGINE, TRAILER TOW PACKAGE, UPGRADED XLT CONVENIENCE PACKAGE WITH SYNC VOICE ACTIVATED SYSTEM, POWER ADJUSTABLE PEDALS, POWER DRIVERS SEAT, POWER HEATED SIDE VIEW MIRRORS, TRAILER BRAKE CONTROLLER, 36 GALLON GAS TANK, 3.73 LIMITED SLIP AXLE, 17-INCH ALLOY WHEELS, CD PLAYER, POWER WINDOWS, POWER LOCKS, FOG LAMPS AND MORE. AT DICK SMITH FORD WE OFFER GREAT NO HASSLE PRICING ON USED VEHICLES. GET A FREE VEHICLE HISTORY REPORT AT WWW.DICKSMITHFORD.COM

Vehicle Features

- Engine Description: Gas/Ethanol V6 3.7/227
- Drivetrain: 4WD
- EPA-Est City*: 14
- EPA-Est Highway*: 19
- Wheelbase Code: 144.5

Vehicle Options

Four Wheel Drive, Tow Hooks, Power Steering, 4-Wheel Disc Brakes, Tires - Front All-Terrain, Tires - Rear All-Terrain, Aluminum Wheels, Conventional Spare Tire, Automatic Headlights, Fog Lamps, Power Mirror(s), Privacy Glass, Intermittent Wipers, AM/FM Stereo, CD Player, MP3 Player, Auxiliary Audio Input, Cloth Seats, Split Bench Seat, Driver Adjustable Lumbar, Pass-Through Rear Seat, Rear Bench Seat, Floor Mats, Adjustable Steering Wheel, Power Windows, Power Door Locks, Security System, Keyless Entry, Cruise Control, Engine Immobilizer, A/C, Power Outlet, Driver Vanity Mirror, Passenger Vanity Mirror, Front Reading Lamps, ABS, Traction Control, Stability Control, Driver Air Bag, Passenger Air Bag, Passenger Air Bag On/Off Switch, Front Side Air Bag, Front Head Air Bag, Rear Head Air Bag, Child Safety Locks, & Tire Pressure Monitor.

Map & Location



Sales: (816) 254-9800
2860 S Noland Rd
Independence, MO 64055

LIVE CHAT

HOME

NEW VEHICLES

PRE-OWNED

SPECIALS

FINANCING

PARTS & SERVICE

DEALER INFO

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2012 FORD F-150 SUPER CAB

(816) 254-9800

Price **\$28,995**

Color: Black
Stock#: P5942
Engine: 5.0L V8
VIN: 1FTFX1EF6CFA58995
Transmission: Automatic 6-Speed
Odometer: 30,024 mi.
Body Style: 4WD Truck (4 Door Super Cab)

CITY 14
HWY 19



LIVE CHAT



STOCK IMAGE

1/3



Vehicle Comments

Great Looking F-150. Lots of eye appeal and very clean. There's always something about a truck! The F-150 has been the number 1 selling truck for 3...

[Click for More](#)

FEATURES

Convenience

Speed-proportional power steering
Tachometer

Exterior

Pickup Bed Type - Regular
Privacy tinted glass

Interior

Split-bench rear seats

Safety

4-wheel ABS brakes
Passenger Airbag
Traction control - ABS and driveline

Technical

4 Doors
Automatic Transmission

Clock - In-radio display

Intermittent window wipers

Head airbags - Curtain 1st and 2nd row
Stability control - Stability control with anti-roll

Four-wheel drive
Transmission hill holder

VEHICLES YOU MIGHT LIKE

2011 Ford F-150

39,020 mi

Price \$26,995



2011 Ford F-150

94,406 mi

Price \$27,995



2011 Ford F-150

47,835 mi

Price \$29,900



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VEHICLE AND EQUIPMENT REPLACEMENT POLICY

Adopted by Resolution No. 06-10-10C

A RESOLUTION ESTABLISHING AND ADOPTING A POLICY FOR THE REPLACEMENT AND ACQUISITION OF VEHICLES AND EQUIPMENT AND ENSURING THE CONTINUED MAINTENANCE AND REPAIR OF THESE ASSETS ON BEHALF OF THE CITY OF EDGERTON, KANSAS AND AUTHORIZING THE CITY ADMINISTRATOR TO IMPLEMENT SAID POLICY

WHEREAS, the Governing Body believes it to be desirable to set forth in writing certain policies applicable to the replacement and acquisition of vehicles and equipment for the continued operation of City services;

WHEREAS, the overall goal of this policy is to ensure fiscal control and accountability for any and all vehicles and equipment replaced or acquired by the City of Edgerton;

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

SECTION ONE - PURPOSE

To provide effective guidelines for administering and accounting for the City's vehicle and equipment replacement; to act as a framework for decisions related to long-range vehicle replacement; to act as a budgeting guide for the Governing Body and staff.

The policy is intended to meet two goals:

- 1) To provide a plan to bring the existing fleet up to the proposed standards and;
- 2) To provide a plan for keeping replacements on track relative to continue to meet these standards.

SECTION TWO - SCOPE

This policy and procedures shall apply to all departments of the City and all vehicle and equipment operation.

SECTION THREE - PROCEDURES

1. Inventory

- a. Schedule. Annually, as part of the budgetary process, an inventory shall be made of all fleet equipment. The inventory shall list, at a minimum, the current mileage, the year of purchase, the estimated useful life, and the last targeted year of replacement.

The schedule shall be prepared as of March 30th of the fiscal year, and prior to initiation of the budget process.

- b. Current Mileage Readings. Current mileage readings will be based on those taken during routine fill-ups, recorded by employees in a manner approved by the Department Director.
- c. Year of Purchase. The year of purchase shall be as reflected on the fixed asset record.
- d. Estimated Useful Life. The estimated useful life shall be based on the number of miles or years, whichever comes first, as follows:

Vehicle Type	Use Code	Number of Years	Mileage
Administrative	1	10	100,000
Pickup Trucks (1 ton and less)	2	10	100,000
Heavy Trucks (greater than 1 ton)	3	10	100,000
Mowers	4	NA	1,500 hrs
Dump Trucks	5	10	70,000
Back Hoe	6	13	5,000 to 6,000 hrs
Uni-Loader	7	13	4,000 to 5,000 hrs
Sewer Jetter	8	15	4,000 hrs
Street Sweeper	9	10	5,000 to 6,000 hrs
Equipment (other)	10	As recommended by Department Director	As recommended by Department Director

- e. Target Year of Replacement. The targeted year of replacement shall be provided by the Department Director and shall be determined by examination of the previous year's inventory and schedule for replacement.
- f. Other Replacement Considerations. Rather than rely solely on a strict age and mileage policy, additional variables will be taken into account during replacement considerations. These variables include:

- Maintenance and repair costs
- Oil expenses
- Resale value
- Dependability
- Major mechanical failures
- Technological changes
- Fuel Consumption
- Physical appearance
- Safety issues
- Obsolescence
- Accident damage
- Budgetary reasons

- g. Other Recommendations. It is important that the Department Director receive input from the users of the vehicles and equipment, in order to more fully assess vehicles for replacement. Having a record of the vehicle operator's opinion on whether or not a vehicle should be replaced will be valuable information in determining if a vehicle requires replacement or not. Therefore, a "Vehicle Replacement Evaluation Form" (see Appendix A) will be used to promote user input during the Management Review process. This form is not a part of the actual Vehicle and Equipment Replacement Policy, but will supplement it when necessary.

In addition, the Department Directors will use statistical measures to track the performance of each vehicle. The development of simple, well-understood data, collected and reviewed on a regular basis, will assist the City in determining the optimum time to replace a vehicle.

It is important to note that the replacement standards are intended to serve as a guideline for planning and budgeting, and not as rigid benchmarks for marking actual replacement decisions. Once an item reaches replacement age, usage, or both, according to the recommended standard, an evaluation will be made to determine whether the item actually needs to be replaced. The evaluation is a judgment made by the City's staff taking into account overall vehicle performance, general condition, repair costs, and other factors. As a result of the evaluation, the City may decide not to replace an item at the recommended time if the vehicle or piece of equipment can still do the job, is running well, is generally in good condition, and has not experienced significant repair costs.

Generally, once vehicles are replaced they are taken off of the insurance list, dropped from the vehicle inventory, and sold. However, occasions do occur that merit the consideration of an exception to this rule. The City can sometimes get serviceable use out of a vehicle or piece of equipment even though the City has already decided to replace it.

A "Replacement Vehicle – Temporary Use Form" can be found as Appendix B to this Policy. If a department comes across a rare situation that might merit the temporary use of a vehicle or piece of equipment that is in the process of being replaced, this form is required to be completed by the Department Director before

a request will be considered by the City Administrator. No such transfer of a replaced vehicle will take place without the approval of both the City Administrator and the Department Director. This form is not part of the Vehicle and Equipment Replacement Policy, but supplements it as necessary.

2. Management Review

- a. The final inventory listing shall be presented to the City Administrator by April 15th of each fiscal year, and all Department Directors for review by May 15th.
- b. The City Administrator, or designee, shall prepare separate listings of items to be replaced for comparison and discussion. Questions regarding the condition of items should be discussed with the applicable Department Director.
- c. Completion of the Management Review shall be completed by May 30th.
- d. The City Administrator, or designee, shall prepare a listing, by replacement date, for submittal to the Governing Body prior to the first Governing Body work session in June. The listing shall also include all units anticipated for replacement during the next five fiscal years, including the financing methods that will be used to pay for the acquisition.

3. Budget Process

- a. The City Administrator shall review the list of units recommended for replacement, as well as the separate listings.
- b. All replacements anticipated for the next fiscal year shall be included in the fiscal year's budget.

4. Purchasing and Acquisition

- a. The Department Director, with the approval of the City Administrator, shall prepare the specifications for all fleet replacement. These specifications shall be standardized, so as to afford the City the most economical and efficient repairs and maintenance operations.
- b. Purchases and acquisitions shall be made in accordance with the City's Purchasing Policy, City Code, and other applicable ordinances, resolutions, and state law.
- c. The purchase of fleet equipment should first attempt to utilize existing cooperative purchasing partnerships using the purchasing thresholds established in the Purchasing Policy. If a replacement cannot be found using this method, the

City shall proceed with acquisition using the procedures established in the Purchasing Policy.

- d. The purchase of fleet equipment shall be scheduled and coordinated under the direction of the City Administrator. This will enable consolidated bidding of like items.
- e. Upon adoption of the annual budget, a listing of all approved new fleet equipment and replacement equipment will be provided to all departments.
- f. Acquisition and replacement of vehicles and equipment will occur in such a manner as to allow departments to realize maximum savings by quantity bidding, and maximum interest earnings on accumulated cash balances, while avoiding a disruption of service.
- g. Following the acquisition and replacement of a vehicle or equipment, the City Administrator, or designee, shall contact the City's insurance company to provide for the appropriate amount of insurance needed for said vehicle or equipment. The City shall maintain at least the minimum state insurance requirement on all vehicles and equipment within the City's fleet.

SECTION FOUR - FINANCING

The City Administrator shall submit to the Governing Body a recommendation for the financing of all proposed vehicles and equipment that are planned for replacement or acquisition during the next fiscal year. The Governing Body will review and consider this recommendation as part of the budget approval process.

The following financing methods may be considered by the City Administrator for all vehicles and equipment:

- a. Pay as You Go Financing (PAYG): PAYG financing is the preferred method for financing an acquisition of vehicles or equipment. The use of PAYG financing may also be used to serve as a down payment on vehicles and equipment, which can be used to reduce the long term impact of debt issuance and help the City achieve its debt benchmark goals. PAYG financing will utilize current year revenues or reserves.
- b. General Obligation Bonds: General Obligation Bonds may be issued for equipment, provided that the Governing Body determines that the entire community benefits from the purchase and that General Obligation Bonds are the most prudent and feasible method for financing such purchase. Typically, the Governing Body will not issue General Obligation debt for vehicles or equipment, where the acquisition costs for the equipment or vehicles is less than \$250,000.

Should the Governing Body decide to issue General Obligation debt for vehicles and equipment, the City will structure the debt to mature over ten to fifteen years, or the useful life of the vehicle or equipment, whichever is less with at least 60% of the debt service amortization in the first 10 years of the issue.

Generally, tax levy supported debt will be structured to provide level debt service payments. Payment of long term debt shall be budgeted in the Debt Service Fund.

- c. Lease and Lease Purchase: Lease obligations and other long-term agreements may be used as a flexible, financial alternative for acquiring vehicles and equipment. The City will plan issuance of lease obligations and other long-term financing agreements according to the following guidelines:
 1. The City Administrator, or designee, will determine and document the justification for each proposed lease transaction. The justification should include an explanation for not recommending PAYG financing or General Obligation debt financing. An analysis of various financing strategies should be performed to allow for the lowest possible costs to the City.
 2. Each transaction will include lease payments and a cash flow statement over the life of the transaction.
 3. The scheduled maturity shall not exceed the anticipated useful life of the capital item, and in no case shall exceed twenty years.

SECTION FIVE - MAINTENANCE AND REPAIR

The Public Works Department will be responsible for all maintenance necessary for the continued operation of the City's fleet. The Department shall facilitate basic maintenance (i.e., oil changes) in-house. The Department Director, or designee, shall be responsible for determining what specific types of maintenance will be done in-house and what types will be sent to a mechanic. In making this determination, the following factors should be considered:

- a. Cost of in-house maintenance;
- b. Time needed to complete maintenance task;
- c. Knowledge of Department with specific maintenance task;
- d. Experience of Department with specific maintenance task and;
- e. Ability to attain necessary parts in a timely manner.

If maintenance is determined to be sent to a mechanic, the Department Director, or designee, shall be responsible for complying with the City's Purchasing Policy when seeking the services of a mechanic. A purchase order shall be completed prior to work commencing documenting the estimated cost and scope of services that the mechanic will provide.

SECTION SIX – DOCUMENTATION

The Public Works Department shall be responsible for all documentation necessary for an accurate and comprehensive review of all maintenance, repairs, and use of all City vehicles and equipment. This shall include the daily completion of a Daily Vehicle Safety Checklist, annual completion of Vehicle Replacement Evaluation Form, journal of all maintenance and repair activities, and other documentation as may be necessary to ensure proper care and maintenance of the City's fleet.

SECTION SEVEN – ADOPTION

The Governing Body hereby adopts and establishes the "City of Edgerton Vehicle and Equipment Replacement Policy" as provided herein as the official Policy for vehicles and equipment by the City.

SECTION EIGHT - RESPONSIBILITY FOR ENFORCEMENT

The City Administrator will be responsible for ensuring that this Policy is followed and/or updated as necessary.

SECTION NINE - REVIEW

The Governing Body shall from time to time review this policy and provide for any changes that are necessary for the prudent management of the City's financial condition.

SECTION TEN – FILING OF CERTIFIED COPIES

The Governing Body hereby directs and instructs the City Clerk to file this Resolution to provide guidance to the City Administrator, staff, and the general public regarding the City's Vehicle and Equipment Replacement Policy.

SECTION ELEVEN – EFFECTIVE DATE

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

City of Edgerton
Vehicle & Equipment Replacement
Fund Summary
As of 2-10-2015

Fund 13 - General Equipment Reserve Fund

	2014	2015	2016	2017	2018	2019	2020
Beginning Balance, Jan 1	\$ 73,970	\$ 215,367	\$ 193,490	\$ 144,173	\$ 75,660	\$ 75,783	\$ 100,906
Transfers in from Other Funds	242,250	79,250	79,250	79,250	79,250	79,250	79,250
Vehicle/Equipment Purchases	(100,853)	(101,127)	(128,567)	(147,763)	(79,127)	(54,127)	(16,000)
Ending Balance, 12/31	\$ 215,367	\$ 193,490	\$ 144,173	\$ 75,660	\$ 75,783	\$ 100,906	\$ 164,156

Fund 27 - Water Equipment Reserve Fund

	2014	2015	2016	2017	2018	2019	2020
Beginning Balance, Jan 1	\$ 148,970	\$ 87,588	\$ 72,588	\$ 9,558	\$ 1,176	\$ 1,176	\$ 1,176
Transfers in from Other Funds	-	-	-	-	-	-	-
Vehicle/Equipment Purchases	(61,382)	(15,000)	(63,030)	(8,382)	-	-	-
Ending Balance, 12/31	\$ 87,588	\$ 72,588	\$ 9,558	\$ 1,176	\$ 1,176	\$ 1,176	\$ 1,176

Fund 37 - Sewer Equipment Reserve Fund

	2014	2015	2016	2017	2018	2019	2020
Beginning Balance, Jan 1	\$ 73,970	\$ 42,288	\$ 34,288	\$ (13,742)	\$ (22,124)	\$ (22,124)	\$ (72,124)
Transfers in from Other Funds	-	-	-	-	-	-	-
Vehicle/Equipment Purchases	(31,682)	(8,000)	(48,030)	(8,382)	-	(50,000)	-
Ending Balance, 12/31	\$ 42,288	\$ 34,288	\$ (13,742)	\$ (22,124)	\$ (22,124)	\$ (72,124)	\$ (72,124)

Notes:

Transfers In number for 2014 is what was included in the 2014 budget except for (1) General, which is what was included in the budget plus \$150,000 for the dump truck to be purchased outright using a transfer from the General Fund's unencumbered fund balance; and (2) water. Due to the projected balance in the equipment reserve fund for water, the 2014 transfer won't be made. The amount for 2015 is the amount to be included in the 2015 budget as of this date. The amounts in years beyond 2015 are left the same as the 2015 amount.

EQUIPMENT & VEHICLE

Date: 2/5/2015 Funding Source: Equipment Reserve Fund - General
 (13-00-4405) (\$22,000⁰⁰ in this plan of 7/31/2014)
 Re: Replacement request - 1999 Ford Ranger (current AC truck)
is in poor condition - 2nd unsafe in inclement weather - front suspension very
poor condition. Codes/Animal Control requires replacement to be safe &
effective - (Shawnee Mission Ford) best quote -

QUANTITY	CAT NUMBER	DESCRIPTION	UNIT COST
1		2015 Ford F150 Super Cab 4x4 XL	\$22,509 ⁰⁰
			\$998 ⁰⁰
			\$678 ⁰⁰
			\$214 ⁰⁰
			\$
			\$
			\$
			\$ 24,399 ⁰⁰

By: Charlie Lydon Date: 2/5/2015

Council Approval: _____

Approved By: _____



Codes/Animal Control truck request

Power windows –cost \$998

Frequently residents signal for me to stop to discuss something. Most times they approach the vehicle on the passenger's side (curb side) for safety. It is very difficult to reach over to manually lower the passenger's side window over equipment etc. This then requires either the resident to come around to the driver's side of the vehicle (into the oncoming lane) or require me to pull over and exit the vehicle to meet with the resident. Power windows would greatly increase the safety of both the residents and me by not requiring the resident to enter into the street or requiring me to exit the vehicle into the street unnecessarily. Most of these conversations are very brief and having the ability to quickly lower the passenger's window would also increase my efficiency.

2.7 Ecoboost V6 –cost \$678

Increased fuel efficiency of >20% over base V6 while producing the power of a V8 enabling the truck to increase payload to **2250lbs** and max towing of **8500lbs**. Additionally this option comes with Ford's Start/stop technology that shuts the engine off as the brake pedal is held down and immediately starts as the brake pedal is released further increasing fuel mileage as the AC/Codes truck makes frequent stops for observation/photographing and/or conversing with residents. Powertrain warranty is **5 years/60,000 miles**. (Same as base V6)

Charlie Lydon

From: Jay Cooper <Jay.Cooper@shawneemissionford.com>
Sent: Friday, February 06, 2015 1:46 PM
To: Charlie Lydon
Subject: FW: F-150

Hello, 2.7L Eco Boost is not available with the 8' bed Super cab or the 6.5 Bed Crew Cab. You will have to drop down to 6.5' Bed Super Cab or 5.5 bed Crew Cab.

2.7L Eco Boost (99P) \$678

From: Jay Cooper
Sent: Tuesday, November 25, 2014 12:46 PM
To: 'clydon@edgertonks.org'
Subject: F-150

2015 Ford F-150

Base price \$18,522

Options:

- Super Cab 4x4 5.0L V-8 8' bed (X1E / 163) \$5,601
- Power Group (85A) \$998
- Black Platform boards (18B) \$214

Total \$25,335

Base Price \$18,522

Options:

- Super 4x4 3.5L V-6 6.5 Bed (X1E/145) \$3,987
- Power Group (85A) \$998
- Cab Steps \$214

Total \$23,721

Base Price: \$18,522

Options:

- Crew Cab 4x4 5.0L V-8 6.5 bed (W1E/157) \$7,749
- Power Group (85A) \$998
- Cab Steps \$214

Total \$27,483

Base Price: \$18,522

Options:

- Crew Cab 4x4 3.5L V-6 5.5 (W1E/145) \$6,209
- Power Group (85A) \$998
- Cab Steps \$214

Total \$25,943

Additional Options to Consider

- | | |
|--------------------------------------|---------------|
| • Tow Package (53A) | \$422 |
| • Electric Brake Controller (67T) | \$234 |
| • Spray in Bed Liner Line –X / Rhino | \$509 / \$465 |
| • 5.0L V-8 (99F) | \$1,360 |

Thank you

Jay Cooper

Jay Cooper

Shawnee Mission Ford
11501 SMPKY
Shawnee, KS 66203

DL 913-248-2287

Fax 913-631-7325

Email jay.cooper@shawneemissionford.com

AGENDA ITEM INFORMATION FORM

Agenda Item: Consider the addition of Building Inspector as Authorized Paid Position

Department: Community Development

Background/Description of Item: The City of Edgerton is anticipated to experience significant growth in the coming years with the development of the Burlington Northern Santa Fe (BNSF) Intermodal/Logistics Park KC (LPKC) and recently added the position of Community Development Director. One of the first year goals of the Community Development Director position was to *“assess current agreement with Johnson County government to provide building inspection services and determine whether the service should be provided by Edgerton, whether through an employee or some other contractual relationship.”*

As part of the current agreement the County provides all plan review and building inspection services for commercial construction projects within the City. Residential building inspection services are currently handled by City Public Works staff. The County also provides inspection services in regards to the erosion control plans for these projects. The current agreement with Johnson County for building inspection services includes that the City will pay the County 100% of the plan review fees and 50% of the building permit fees which are collected. The approximate fees collected for major 2014 commercial permits, paid to the County and retained by the City are as follows (this is not an exhaustive list of all commercial permits and includes some anticipated costs which have not been billed).

Total Plan Review / Permit Fees:	\$266,240.07
Total Fees Paid to Johnson County:	\$185,544.88
Total Fees Retained by City:	\$80,685.19

Staff has performed research and has reviewed the following three options: (1) remain with Johnson County; (2) switch to IBTS (partnership through MARC); or, (3) add a new position for a full time inspector. Following includes some brief discussion of these options. Staff is recommending that the City Council add a new position for a full time inspector.

(1) Johnson County has been a great partner to work with and have provided great review and inspection services as part of the current agreement. While the current agreement has served the community well, there are a few areas where staff believes that Edgerton would be better served by bringing this service in-house. First, with review and inspection services being performed outside of the City, it can be difficult to know where in the process plan reviews are, how inspections are going or to answer other questions. Bringing the position in-house will allow for the City to maintain more control over the review and inspection function. Such a new position could also take over the inspection functions for residential permits and be available to assist citizens with questions. Second, the substantial fees which are paid to Johnson County could be used to fund a position and the city would most likely still save on the costs that would be anticipated to pay Johnson County for the service. Johnson County has mentioned the possibility to renegotiate our current agreement, however, even with a renegotiated agreement the City could expect to pay at least 50% of all Plan Review and Permit Fees to the County. If a similar amount of construction can be anticipated for next year, the City could expect to pay the County approximately \$130,000 for these services.

The primary benefit in staying with Johnson County is that they are already familiar with the contractors and type of construction activities occurring at LPKC and also have a large staff with a broad range of expertise that can be brought in when unique circumstances come into play. In talking with a representative with Johnson County, staff understands that the County would still be willing to assist the

city in special circumstances or if we needed additional assistance because of a large influx of permits. Upon deciding to end the current agreement, it is anticipated that the county would finish all inspections for permits which have already been submitted. This would also provide an opportunity for the new Building Inspector to follow and watch the County Inspectors.

(2) A second option is for the City to look at contracting with a different entity to perform inspections. Mid America Regional Council (MARC) and the Institute for Building Technology and Safety (IBTS) are partnering together to offer a regional building code department solution for jurisdictions that do not currently have building code department services. This option would be a similar option to what the City is currently using though our partnership with Johnson County. The primary difference between this option and Johnson County is the fee schedule that is used. IBTS's fee schedule, rather than being based upon the valuation of the construction is based upon the type of construction and the square footage. IBTS can either provide all functions of the building code department for a jurisdiction or they can provide a portion of those functions. IBTS also has its own proprietary permitting software that is used by jurisdictions that use their services or which they will also allow a community to use for a fee. This option would have similar constraints as is discussed with the previous option. The primary benefits of this option would be that the fees for the service would appear to be substantially less than those currently charged by Johnson County and the ability for the City to use their permitting software to better track the status of applications and inspections. The representative for IBTS has also specified that they would be willing to provide assistance due to special circumstances or if we needed additional assistance because of a large influx of permits.

(3) The option staff is recommending is to bring this service in-house and to create a position for a Building Inspector. As is stated above, the City will have paid Johnson County approximately \$185,500 in 2014 and it is anticipated that a similar amount of construction will occur in 2015. By creating a new position to perform this function the City can expect to save a significant number of dollars and will also allow for the City to provide improved service to its citizens. The new inspector position will be responsible for the administration and enforcement of the Code of Regulations for Buildings and Construction, including all aspects of residential and commercial buildings. The position will also be responsible for enforcement and inspection of the City's Land Disturbance Regulations, which includes erosion control. This position will also allow the City to provide greater assistance to citizens that have questions about building codes. The Building Inspector will also assist the City in remaining up-to-date with applicable codes and provide a professional knowledge as we look at making updates. The position would also provide assistance in special circumstances, especially in cases of disasters or

The Building Inspector would report to the Community Development Director. The position would not have any supervisory function but would work in coordination with the Code Enforcement/Animal Control Officer. This position would be non-exempt from overtime. If the City Council approves the creation of this position, staff will bring a future request for the purchase of a vehicle.

Staff recommends the addition of a Building Inspector as an Authorized Paid Position immediately in 2015. Based on the approved 2015 Budget including revenue and expenditure projections, staff anticipates adequate funding for salaries and benefits.

City Attorney has reviewed and approved the enclosed draft job description.

Enclosure: Draft Building Inspector Job Description

Related Ordinance(s) or Statute(s):

Recommendation: Approve the Addition of a Building Inspector to the List of Authorized Positions for 2015

Funding Source: N/A

Prepared by: Kenneth Cook, Community Development Director
Date: February 24, 2015



JOB DESCRIPTION

Building Inspector

Job Class: 6 **Annual Base Salary:** \$52,404 to \$68,364 **FLSA Status:** Non-Exempt
Date: February 10, 2015 **Department:** Community Development

JOB DEFINITION

The Building Inspector is a professional position and reports to the Community Development Director. This employee coordinates, administers, interprets, and enforces all aspects of the City's building construction, erosion & sediment control and related codes as adopted by ordinance. This position acts as the Building Inspector for the City of Edgerton and assists in emergency operations.

SUPERVISION RECEIVED AND EXERCISED

- Receives general supervision from the Community Development Director
- Exercises no direct supervision over other city employees.
- Coordinates work with other City departments as needed

EXAMPLES OF ESSENTIAL DUTIES *(This list is not to be construed as a complete representation of the responsibilities of the job, and may include other duties as assigned that are not listed below.)*

Importance	Tasks	% of Time
1	Administer, interpret and enforce the provisions of the building code and other municipal regulations as they apply to building matters; review new products or methods of construction for approval or denial of use; prepare and recommend modifications to building code provisions. Has final staff code interpretative authority on building and fire construction regulation and will work closely in conjunction with the Johnson County Fire District #1 for final interpretations of fire prevention safety regulations.	15
2	Carries out managerial responsibility for codes administration functions including development of policies and procedures. Responsible for tracking project status and scheduling of application reviews, plan reviews and inspections. Authorizes the issuance of temporary certificate of occupancy or final certificate of occupancy Responsible for records maintenance for codes administration functions.	20
3	Inspect industrial, commercial and residential buildings during various stages of construction and remodeling to ensure compliance with applicable codes, ordinances and regulations. Inspect plumbing, electrical, mechanical and structural installations and a large variety of other complex and routine building system elements; provide detailed list of deficiencies and ensure correction of deficiencies at subsequent inspections. Inspects and enforces Land Disturbance Regulations.	30
4	Examine plans and specifications of new construction, additions and alterations to residential, commercial and industrial buildings to determine compliance with the provisions of applicable construction codes, ordinances and project plan documents.	15

Importance	Tasks	% of Time
5	Investigate complaints concerning defective construction and installations; maintain detailed inspection records for possible legal actions and testify in municipal and district court when necessary.	5
6	Assists citizens, developers, construction and design professionals, and businesses by phone or in person answering a wide variety of inquiries regarding code requirements and interpretations. Processes various types of applications. Answers questions about scheduling, application and inspection status.	10
7	Coordinates and participates in public outreach opportunities to raise awareness of city code objectives.	5

IMPORTANT JOB FUNCTIONS

- Identifies and makes recommendations regarding enhancements to department procedures, codes and guidelines and the development review process. Researches proposed amendments to the Building Code, Unified Development Ordinance and other codes, policies and guidelines and makes recommendations to staff and review bodies.
- Review and analyze plans and specifications, conduct inspections and witness various tests throughout the construction process in order to ensure compliance with adopted codes.
- Coordinates all aspects of the City's Land Disturbance Regulations.
- Keeps abreast of changes to the building codes, new product, and code enforcement techniques.
- Assist the public, contractors, city staff and elected officials with questions involving building codes.
- Represents the City on various boards and organizations on the local, regional and state levels.
- Makes public presentations as needed to the City Council, staff, citizen groups, students and others.
- Maintains and upgrades professional knowledge, skills, and development by attending seminars and training programs and reading trade and professional journals and publications.
- Performs other related duties as assigned.

MATERIAL AND EQUIPMENT USED:

Vehicle
Computer
General Office Equipment

MINIMUM QUALIFICATIONS REQUIRED:

Education and Experience:

- Bachelor's degree from an accredited college or university in architecture, engineering, construction management, business administration, public administration or related field preferred.
- Five to ten years of progressively responsible related experience; or,
- Any combination of education, training and experience which provides the required knowledge, skills, and abilities to perform the essential functions of the job.

Licenses and Certifications:

- Valid Kansas Driver's License.
- Certification as a Building Official or Master Code Official through a recognized Model Building Code Organization (International Codes Council) or ability to obtain certification within one year of employment.

KNOWLEDGE, SKILLS, AND ABILITIES:

Knowledge of:

- Theory, principals, practices and techniques of building inspection, code enforcement, developing building standards and related skills.
- Considerable knowledge of the building, mechanical, plumbing, electrical and Energy Code; considerable knowledge of current building construction methods, material, tools and equipment.
- Public contact skills.
- All aspects of community development and their relationship to building inspection; Uniform Building Code and other applicable state, federal and local ordinances, laws, rules and regulations.
- Principles and practices of public administration, including budgeting, purchasing, and the maintenance of public records.
- Organization and function of an elected City Council and appointed boards and commissions
- The City's personnel rules and policies, and safety procedures for all aspects of the job.
- Methods and practices of assembling, analyzing, and presenting statistical data.
- All computer applications and hardware related to performance of the essential functions of the job.
- Department organization, standard operating guidelines and policies, rules, and regulations.

Skill in:

- Ability to detect hazards and violations and detail what the Codes require during field inspection work.
- Ability to read and accurately interpret plans and specifications of any complexity, and to compare them with construction in progress.
- Communicating orally and in writing with general public, co-workers and supervisory personnel in order to give and receive information in a courteous manner. Must be able to adapt communication style and format to the audience.
- Remaining calm in stressful situations and to direct others during incidents.
- Solving problems and resolving conflict.
- Operating and maintaining all assigned equipment required to perform the essential functions of the job.

Mental and Physical Abilities:

- Communicate clearly and concisely, both orally and in writing.
- Prepare clear and concise reports.
- Interpret and apply applicable federal, state and local policies, codes, laws and regulations.
- Organize and maintain data accurately and completely with attention to details.
- Analyze problems, identify alternative solutions, project consequences of proposed actions and implement recommendations in support of goals.
- Able to present information in both formal and informal public settings.
- Be courteous, diplomatic, even-tempered, cordial, patient, impartial and cooperative when dealing with supervisors, co-workers, elected officials, and the public.
- Analyze organizational and administrative problems, adopt an effective course of action, and provide leadership to others in carrying out action plans.
- Set priorities and adapt priorities to changing circumstances.
- Able to maintain confidentiality of certain public records, transactions, and information. Can identify sensitive records and information and follow procedures for maintaining confidentiality.

- Establish and maintain effective working relationships with all encountered during the course of work.
- While performing the duties of this job, the employee is regularly required to talk or hear. The employee frequently is required to stand; walk; sit; use hands to finger, handle, or feel; and reach with hands and arms. The employee is occasionally required to climb or balance; stoop, kneel, crouch, or crawl; and taste or smell. The employee must regularly lift and/or move up to 50 pounds and occasionally lift and/or move more than 100 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and ability to adjust focus.
- Maintain effective audio-visual discrimination and perception needed for:
 - making observations
 - communicating with others
 - reading and writing
 - monitoring assigned activities and operations
 - operating assigned equipment.
- Maintain mental capacity which permits:
 - making sound decisions and using good judgment
 - prioritizing work activities
 - demonstrating intellectual capabilities.
- Maintain physical condition appropriate to the performance of assigned duties and responsibilities which may include the following:
 - sitting, standing, or walking for extended periods of time
 - lifting or carrying light to moderately heavy objects
 - operating assigned equipment.

WORKING CONDITIONS:

Work is performed in an office, and in the field exposing the employee to various outside atmospheric conditions; to conditions such as fumes, noxious odors, dusts, mists, gases and poor ventilation that affect the respiratory system, eyes or the skin; possible bodily injury from moving mechanical parts of equipment, tools or machinery, electrical shock, and/or toxic or caustic chemicals. The noise level in the work environment is usually moderate. This position contains an element of risk to personal safety.

This position may be required to work overtime, evenings, weekends, and some holidays, as required. Attendance at overnight seminars and conferences may also be required.

I understand that nothing in this job description restricts the City's right to assign or reassign duties and responsibilities to this job at any time. I also understand that this position description reflects the City Administrator's assignment of essential functions; it does not prescribe nor restrict the tasks that may be assigned. I further understand that this position description may be subject to change at any time due to reasonable accommodation or other reasons.

I have reviewed this document and discussed its contents with my supervisor and I fully understand the nature and purpose of this job description and its related duties.

Employee Name

Employee Signature

Date

City Administrator

City Administrator Signature

Date

This job description should not be interpreted as all inclusive. It is intended to identify the essential functions and requirements of this job. Incumbents may be requested to perform job-related responsibilities and tasks other than those stated in this specification. Any essential function or requirement of this class will be evaluated as necessary should an incumbent/applicant be unable to perform the function or requirement due to a disability as defined by the Americans with Disabilities Act (ADA). Reasonable accommodation for the specific disability will be made for the incumbent/applicant when possible.

AGENDA ITEM INFORMATION FORM

Agenda Item: Consider Ordinance No. 994 Providing for the Range of Salaries and Compensation of Various City Officers and Employees of the City of Edgerton, Kansas

Department: Community Development

Background/Description of Item: In accordance with the City's Personnel Rules and Regulations, Edgerton has adopted an ordinance providing for the range of salaries and compensation of various city officers and employees. The enclosed draft ordinance adds Job Range #6 to include the Building Inspector.

If the Edgerton City Council approves the addition of a Building Inspector to the Authorized List of Positions, staff would recommend approval of the attached ordinance. Staff developed the range based on a comparison of city salary data available through the Mid America Regional Council.

City Attorney has review and approved draft Ordinance No. 994.

Enclosure: Draft Ordinance No. 994

Related Ordinance(s) or Statute(s):

Recommendation: Approve Ordinance No. 994 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

Funding Source: N/A

Prepared by: Kenneth Cook, Community Development Director
Date: February 24, 2015

ORDINANCE NO. 994

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**

<u>Range</u>	<u>Job Title</u>	<u>Minimum</u>	<u>Maximum</u>
1	Seasonal Laborer School Crossing Guard	\$15,080	\$26,208
2	Laborer Administrative Assistant	\$26,301	\$31,561
3	Maintenance Technician I Account Clerk Municipal Court Clerk	\$28,931	\$34,717
4	Maintenance Technician II Code Enforcement Officer Recreation Coordinator	\$35,006	\$42,007
5	Assistant Superintendent City Clerk	\$46,593	\$55,912
6	Public Works Superintendent Utility Superintendent Building Inspector	\$51,252	\$63,503
7	Administrative Services Director	\$56,377	\$67,653
8	Community Development Director	\$79,896	\$90,192

The normal work week for all full-time employees will be a forty-hour work week. The City of Edgerton will pay compensation at one and one-half times the normal hourly rate for all hours actually worked in excess of forty hours per week for all employees who are non-exempt from the provisions of the Fair Labor Standards Act.

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

Position	Compensation
City Treasurer	\$180.25 per calendar month
City Attorney	\$800.00 per calendar month. Duties include: attendance at City Council meetings, preparation of ordinary ordinances, advise, conference and phone calls, and all other services on contract basis of \$150 per hour.
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 take effect after it is published once in the City's official newspaper and 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 26TH DAY OF FEBRUARY, 2015.

DONALD ROBERTS, Mayor

ATTEST:

JANEICE RAWLES, City Clerk

APPROVED AS TO FORM:

PATRICK G. REAVEY, City Attorney

AGENDA ITEM INFORMATION FORM

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

Department: Administration

Background/Description of Item: In 2012, the Edgerton City Council contracted with ETC Institute to perform a citizen survey. The results of that survey have been used to assist the Governing Body and Staff 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 2015. This second survey will allow the Governing Body to benchmark and compare the results of the 2015 survey to the 2013 survey. The draft contract includes the responsibilities for both ETC and the City as listed below for a total price of \$7,000.

ETC Institute's responsibilities include the following:

- a) Assist in designing a community survey instrument that is up to 10-15 (4-5 pages) minutes in length.
- b) 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.
- c) Setting up the database.
- d) Printing and mailing the survey instrument (includes all costs for printing and mailing).
- e) Completing 200 surveys by a combination of mail and phone. The results of a random sample of 200 completed surveys will have a precision of at least +/-6% at the 95% level of confidence.
- f) Conducting data entry and quality control review for completed surveys.
- g) Developing a draft report (based on the maximum amount of completed surveys).
- h) Providing complete printouts of the data.
- i) Completing a final report that will include an executive summary, charts and graphs, tabular data, benchmarking (including trends data), Importance-Satisfaction analysis and a copy of the survey instrument. Weighting may occur if needed for demographics. A copy of the completed survey data can/will be provided in Excel or SPSS.

Responsibilities for the City of Edgerton will include the following:

- a) Providing survey content and approving the survey instrument.
- b) Providing a cover letter for the mail version of the survey (examples will be provided).
- c) 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. Staff will bring the survey instrument to City Council in coming weeks for approval with a proposed mailing schedule. Staff anticipates having the survey complete with report of final results to City Council in May.

The enclosed contract is being reviewed by the City Attorney.

Enclosures: Draft Contract for Services and Scope of Work with ETC
2013 Citizen Survey

Recommendation: Approve a Contract for Services and Scope of Work with ETC Institute for a Citizen Survey in the amount of \$7000

Funding Source: General – General Government – Professional Services

Prepared by: Beth Linn, City Administrator

Date: February 23, 2015

Contract for Services and Scope of Work

Between ETC Institute and the City of Edgerton, KS

ARTICLE I: SCOPE OF SERVICES

1. **Overview of Services to Be Performed.** ETC Institute will design, administer and report the findings of a community survey for the City of Edgerton. The survey will be administered in the spring of 2015.
2. **Maximum Fixed Fee .** The maximum fixed fee for the services provided would be \$7,000 for the maximum amount of surveys to be returned. This includes \$500 to design the survey, \$2,000 for the sample selection, \$2,500 to administer a 10-15 minute survey to households in the entire City of Edgerton and \$2,000 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:
 - A. Assist in designing a community survey instrument that is up to 10-15 (4-5 pages) minutes in length.
 - B. 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.
 - C. Setting up the database.
 - D. Printing and mailing the survey instrument (includes all costs for printing and mailing).
 - E. Completing 200 surveys by a combination of mail and phone. The results of a random sample of 200 completed surveys will have a precision of at least +/-6% at the 95% level of confidence.
 - F. Conducting data entry and quality control review for completed surveys.
 - G. Developing a draft report (based on the maximum amount of completed surveys).
 - H. Providing complete printouts of the data.
 - I. Completing a final report that will include an executive summary, charts and graphs, tabular data, benchmarking (including trends data), Importance-Satisfaction analysis and a copy of the survey instrument. Weighting may occur if needed for demographics. A copy of the completed survey data can/will be provided in Excel or SPSS.

4. **Responsibilities for the City of Edgerton will include the following:**
 - A. Providing survey content and approving the survey instrument.
 - B. Providing a cover letter for the mail version of the survey (examples will be provided).
 - C. That the City would make due diligence in marketing the survey through various means available to the City.

ARTICLE II: PAYMENT FOR SERVICES

1. Invoices will be submitted upon completion of tasks described in Article I, Section 3, of this agreement as follows:
 - a. Invoice #1: 15%. The first invoice will be submitted upon initiation of task A, survey design. The deliverable for this payment will be an initial draft of the survey the survey instrument.
 - b. Invoice #2: 35%. The second invoice will be submitted upon completion of tasks A, B, C, and D. The deliverable for this invoice will be a final approved survey and communication indicating the survey has been printed and mailed.
 - c. Invoice #3: 35%. The third invoice will be submitted upon completion of tasks E and F. The deliverable for this invoice will be a copy of the draft report.
 - d. Invoice #4: 15%. The fourth invoice will be submitted upon completion of tasks G and H. The deliverable for this invoice will be a copy of the final report.

ARTICLE III: MISCELLANEOUS PROVISIONS

1. Change in Scope. The Scope of Services for this contract shall be subject to modification or supplement upon the written agreement of the contracting parties. Any such modification in the Scope of Services shall be incorporated in this agreement by supplemental agreement executed by the parties.
2. Termination of Contract. This agreement may be terminated by either party upon 14 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. If the contract is terminated by the County, the County shall reimburse ETC Institute for the full value of any tasks that have been initiated, up to the total amount of the next scheduled invoice.
3. Rights to Use the Data. ETC Institute has the right to use the data as a component of ETC

Institute’s DirectionFinder® benchmarks, but ETC Institute will not release specific results for the County without written approval.

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

Date _____

Date _____

Ronald A. Vine, Senior Vice-President

2013 City of Edgerton Citizen Survey

Thank you for taking the time to complete this important survey. City leaders will use your input to help set community priorities so that the City's dollars are spent wisely. When you are finished, please return your completed survey in the postage-paid envelope provided. All responses will remain confidential.

1. Please rate your overall satisfaction with each of the following services provided by the City of Edgerton or other agencies. Please rate each item on a scale of 1 to 5, where 5 means "Very Satisfied" and 1 means "Very Dissatisfied."

City Services		Very Satisfied	Satisfied	Neutral	Dissatisfied	Very Dissatisfied	Don't Know
A.	Overall quality of public safety (police, fire and ambulance) services	5	4	3	2	1	9
B.	Quality of City parks and facilities	5	4	3	2	1	9
C.	Overall maintenance of City streets, buildings and facilities	5	4	3	2	1	9
D.	Overall quality of water/sewer utilities	5	4	3	2	1	9
E.	Overall enforcement of City codes and ordinances	5	4	3	2	1	9
F.	Overall quality of customer service you receive from City employees	5	4	3	2	1	9
G.	Overall effectiveness of City communication with the public	5	4	3	2	1	9
H.	Overall effectiveness of community planning and development	5	4	3	2	1	9
I.	Quality of animal control (i.e. pet licenses, response to domestic animal issues, etc.)	5	4	3	2	1	9
J.	Overall flow of traffic and congestion management in Edgerton	5	4	3	2	1	9

2. Which **THREE** of these items do you think should receive the most emphasis from City leaders over the next **TWO** years? [Use the letters from the list in Question 1 above.]

1st : _____ 2nd : _____ 3rd : _____

3. Some items that may influence your perception of the City of Edgerton are listed below. Please rate each item on a scale of 1 to 5, where 5 means "Very Satisfied" and 1 means "Very Dissatisfied".

How would you rate The City of Edgerton:		Very Satisfied	Satisfied	Neutral	Dissatisfied	Very Dissatisfied	Don't Know
A.	Overall image of the City	5	4	3	2	1	9
B.	Overall value that you receive for your City tax dollars and fees	5	4	3	2	1	9
C.	How well the City is managing and planning growth and development	5	4	3	2	1	9
D.	Overall quality of services provided by the City of Edgerton	5	4	3	2	1	9

4. Please rate your satisfaction on a scale of 1 to 5, where 5 means “Very Satisfied” and 1 means “Very Dissatisfied,” with the following **PUBLIC SAFETY** services provided by the City of Edgerton:

<i>Public Safety</i>		<i>Very Satisfied</i>	<i>Satisfied</i>	<i>Neutral</i>	<i>Dissatisfied</i>	<i>Very Dissatisfied</i>	<i>Don't Know</i>
A.	Overall quality of contracted police protection (Johnson County Sheriff’s Office)	5	4	3	2	1	9
B.	The visibility of Sheriff’s Office in neighborhoods	5	4	3	2	1	9
C.	Enforcement of local traffic laws	5	4	3	2	1	9
D.	Overall quality of local fire protection (Johnson County Fire District #1)	5	4	3	2	1	9
E.	The attitude and behavior of Sheriff’s Office personnel toward citizens	5	4	3	2	1	9
F.	The attitude and behavior of Fire Department (Johnson County Fire District #1) personnel toward citizens	5	4	3	2	1	9
G.	Quality of community public safety programs (self-defense, block watch, etc.)	5	4	3	2	1	9

5. Which **THREE** of these public safety services do you think should receive the most emphasis from City leaders over the next **TWO** years? [Use the letters from the list in Question 4 above.]

1st.:____ 2nd.:____ 3rd.:____

6. Using a scale of 1 to 5, where 5 is “Very Satisfied” and 1 is “Very Dissatisfied,” please indicate how satisfied you are with the following aspects of **CITY MAINTENANCE**.

<i>City Maintenance</i>		<i>Very Satisfied</i>	<i>Satisfied</i>	<i>Neutral</i>	<i>Dissatisfied</i>	<i>Very Dissatisfied</i>	<i>Don't Know</i>
A.	Maintenance of major City streets	5	4	3	2	1	9
B.	Maintenance of streets in your neighborhood	5	4	3	2	1	9
C.	Maintenance of sidewalks in the City	5	4	3	2	1	9
D.	Maintenance of street signs/traffic signals	5	4	3	2	1	9
E.	Maintenance of City entrance signage	5	4	3	2	1	9
F.	Maintenance of City buildings	5	4	3	2	1	9
G.	Snow removal on major City streets	5	4	3	2	1	9
H.	Snow removal on neighborhood streets	5	4	3	2	1	9
I.	Overall cleanliness of City streets and other public areas	5	4	3	2	1	9

7. Which **THREE** of these maintenance services do you think should receive the most emphasis from City leaders over the next **TWO** years? [Use the letters from the list in Question 6 above.]

1st.:____ 2nd.:____ 3rd.:____

8. **SEWER AND WATER UTILITIES** For each of the items listed, please rate your satisfaction on a scale of 1 to 5, where 5 means “Very Satisfied” and 1 means “Very Dissatisfied”.

<i>Sewer and Water Utilities</i>		<i>Very Satisfied</i>	<i>Satisfied</i>	<i>Neutral</i>	<i>Dissatisfied</i>	<i>Very Dissatisfied</i>	<i>Don't Know</i>
A.	Water pressure in your home	5	4	3	2	1	9
B.	Responsiveness to emergency calls for sewer stops	5	4	3	2	1	9
C.	Adequacy of your sewer service during rainfall event	5	4	3	2	1	9

9. Of these Capital Improvements, which three would you select as the most important (Check 3 only)?

- | | |
|---|---|
| ____ (1) Water system improvements | ____ (5) Sidewalk extensions |
| ____ (2) Sanitary sewer system improvements | ____ (6) Street reconstruction |
| ____ (3) Stormwater system improvements | ____ (7) Traffic signal replacement upgrade |
| ____ (4) Street extensions | ____ (8) Parks |
| | ____ (9) Facilities |

10. Please rate your satisfaction on a scale of 1 to 5, where 5 means "Very Satisfied" and 1 means "Very Dissatisfied" with PARKS AND RECREATION issues.

<i>Parks and Recreation</i>		<i>Very Satisfied</i>	<i>Satisfied</i>	<i>Neutral</i>	<i>Dissatisfied</i>	<i>Very Dissatisfied</i>	<i>Don't Know</i>
A.	Maintenance of City parks & park equipment	5	4	3	2	1	9
B.	Number of walking and biking trails	5	4	3	2	1	9
C.	The number of City parks	5	4	3	2	1	9
D.	Number of outdoor athletic fields	5	4	3	2	1	9
E.	Programs for kids	5	4	3	2	1	9
F.	Programs for adults	5	4	3	2	1	9
G.	Programs for seniors	5	4	3	2	1	9
H.	Maintenance of walking and biking trails	5	4	3	2	1	9
I.	City special events and festivals	5	4	3	2	1	9

11. Which TWO of the parks and recreation issues listed above do you think should receive the most emphasis from City leaders over the next TWO years? [Write in the letters below using the letters from Question 10 above.]

1st: _____ 2nd: _____

12. Enforcement of City Codes and Ordinances. Please rate your satisfaction on a scale of 1 to 5, where 5 means "Very Satisfied" and 1 means "Very Dissatisfied," with the following:

<i>Codes and Ordinances</i>		<i>Very Satisfied</i>	<i>Satisfied</i>	<i>Neutral</i>	<i>Dissatisfied</i>	<i>Very Dissatisfied</i>	<i>Don't Know</i>
A.	Enforcing the cleanup of litter and debris	5	4	3	2	1	9
B.	Enforcing the mowing and trimming of weeds on private property	5	4	3	2	1	9
C.	Enforcing the maintenance of residential property in your neighborhood	5	4	3	2	1	9
D.	Enforcing the maintenance of business property	5	4	3	2	1	9
E.	Enforcing animal control regulations (i.e. pet license, leash law)	5	4	3	2	1	9

13. Which TWO of these items do you think should receive the most emphasis from city leaders over the next TWO years? [Write in the letters below using the letters from the list in Question 12 above.]

1st 2nd

14. City Communication. Please rate your satisfaction on a scale of 1 to 5, where 5 means “Very Satisfied” and 1 means “Very Dissatisfied,” with the following:

<i>City Communication</i>		<i>Very Satisfied</i>	<i>Satisfied</i>	<i>Neutral</i>	<i>Dissatisfied</i>	<i>Very Dissatisfied</i>	<i>Don't Know</i>
A.	The availability of information about City programs and services	5	4	3	2	1	9
B.	City efforts to keep you informed about local issues	5	4	3	2	1	9
C.	The overall user-friendliness of the City’s web page (www.edgertonks.org)	5	4	3	2	1	9
D.	The content of the City’s newsletter	5	4	3	2	1	9

15. Communication: What are your primary sources for information about the community activities and services? (check all that apply)

- ☐ (1) City newsletter
 ☐ (5) Word of mouth
☐ (2) City website
 ☐ (6) Newspaper
☐ (3) Twitter
 ☐ (7) Other _____
☐ (4) Facebook

16. Which TWO of the above methods of communication do you prefer? [Use the numbers from the list in Question 15 above.]

1st: _____ 2nd: _____

17. Do you use any of the following social network sites? (check all that apply)

- ☐ (1) Twitter
 ☐ (5) Nixle
☐ (2) Facebook
 ☐ (6) FourSquare
☐ (3) YouTube
 ☐ (7) Other _____
☐ (4) Pinterest

Customer Service

18. Have you had contact with the City over a question, problem, or complaint during the past year?

- ☐ (1) Yes [go to Q18a-f]
 ☐ (2) No [go to Q19]

18a. Which City department did you interact with? _____

18b-f. Several factors that may influence your perception of the quality of customer service you receive from City employees are listed below. Using a scale of 1 to 5, where 5 means "Very Satisfied" and 1 means “Very Dissatisfied”, please rate your satisfaction with the customer service you received from the City department you listed in Q18a.

<i>Customer Service</i>		<i>Very Satisfied</i>	<i>Satisfied</i>	<i>Neutral</i>	<i>Dissatisfied</i>	<i>Very Dissatisfied</i>	<i>Don't Know</i>
B.	They were easy to contact	5	4	3	2	1	9
C.	They were courteous and polite	5	4	3	2	1	9
D.	They gave prompt, accurate, & complete answers to questions	5	4	3	2	1	9
E.	They did what they said they would do in a timely manner	5	4	3	2	1	9
F.	They helped you resolve an issue to your satisfaction	5	4	3	2	1	9

19. Do you have access to the Internet at home?

____(1) Yes [go to Q 19a] ____ (2) No [skip to Q20]

19a. [If Yes] Do you have high speed, broadband or dial-up Internet Access at your home?

____(1)Broadband (DSL/cable) ____ (3) Broadband (satellite)
____(2) Dial-up ____ (4) Don't Know

20. Approximately how many years have you lived in the City of Edgerton? _____ years

21. Do you own or rent your current residence?

____(1) Own ____ (2) Rent

22. What do you like BEST about Edgerton?

23. What do you like LEAST about Edgerton?

24. What is your age? _____

25. How many persons in your household (counting yourself) are?

Under age 5	_____	Ages 20-24	_____	Ages 55-64	_____
Ages 5-9	_____	Ages 25-34	_____	Ages 65-74	_____
Ages 10-14	_____	Ages 35-44	_____	Ages 75+	_____
Ages 15-19	_____	Ages 45-54	_____		

26. Would you say your total household income is:

____(1) Under \$30,000	____(3) \$60,000 to \$99,999
____(2) \$30,000 to \$59,999	____(4) \$100,000 or more

27. Your gender: ____ (1) Male ____ (2) Female

THANK YOU.

*This concludes the survey; please return your survey in the postage-paid envelope provided addressed to:
ETC Institute, 725 W. Frontier Circle, Olathe, KS 66061.*