

**EDGERTON CITY COUNCIL
MEETING AGENDA
CITY HALL, 404 EAST NELSON STREET
May 12, 2016**

Call to Order

1. **Roll Call** ____ Roberts ____ Longanecker ____ Crooks ____ Troutner ____ Brown ____ Crist
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. Approve City Council Meeting Minutes April 28, 2016
6. Approve Resolution No. 05-12-16A Authorizing the Closure of Certain Public Streets During the Edgerton Frontier Days Festival
7. Approve Resolution No. 05-12-16B Approving the Mayoral Appointments For The City Treasurer, City Prosecutor, Municipal Judge, And City Attorney For The City Of Edgerton, Kansas
8. Approve Application FP2015-03, Final Plat, CY Edgerton

Regular Agenda

9. **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.
10. **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

11. **CONSIDER A MASTER PROFESSIONAL SERVICES AGREEMENT FOR PROFESSIONAL SERVICES WITH GEORGE BUTLER ASSOCIATES, INC. (GBA) FOR PLANNING AND ENGINEERING SERVICES**

Motion: _____ Second: _____ Vote: _____

12. **CONSIDER RESOLUTION NO. 05-12-16C APPROVING A FIVE-YEAR CITY/COUNTY STREET IMPROVEMENT PROGRAM**

Motion: _____ Second: _____ Vote: _____

13. **Report by the City Administrator**

- Edgerton Parks Master Plan – www.PlanEdgertonParks.com
- City Council Work Session – May 19th

14. Report by the Mayor

15. Future Meeting/Event Reminders:

- May 14th 9:00 AM – Manor Park Ribbon Cutting
- May 14th 2:00 PM – 5:00 PM – Summer Kickoff Party at Downtown Greenspace
- May 18th Noon – Senior Lunch
- May 19th – City Council Work Session - 2017 Budget
- May 26th 7:00 PM – City Council Meeting
- May 30th Memorial Day – City Offices CLOSED

16. CONSIDER RECESSING INTO EXECUTIVE SESSION PURSUANT TO K.S.A. 75-4319 (b) (2) FOR CONSULTATION WITH AN ATTORNEY DEEMED PRIVILEGED IN THE ATTORNEY-CLIENT RELATIONSHIP TO INCLUDE CITY ATTORNEY AND CITY ADMINISTRATOR

Motion: _____ Second: _____ Vote: _____

RECONVENE INTO OPEN SESSION

17. CONSIDER RECESSING INTO EXECUTIVE SESSION PURSUANT TO K.S.A. 75-4319 (b) (6) FOR PRELIMINARY DISCUSSION RELATED TO ACQUISITION OF REAL PROPERTY TO INCLUDE CITY ATTORNEY AND CITY ADMINISTRATOR

Motion: _____ Second: _____ Vote: _____

RECONVENE INTO OPEN SESSION

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

Motion: _____ Second: _____ Vote: _____

RECONVENE INTO OPEN SESSION

19. Adjourn Motion: _____ Second: _____ Vote: _____

City of Edgerton, Kansas
Minutes of City Council Regular Session
April 28, 2016

A Regular Session of the City Council was held in the Edgerton City Hall, 404 E. Nelson, Edgerton, Kansas on April 28, 2016. The meeting convened at 7:00 p.m. with Mayor Roberts presiding, and City Clerk Janeice L. Rawles recording.

1. ROLL CALL

Charlie Troutner	present
Clay Longanecker	present
Darius Crist	present
Jody Brown	present

Cindy Crooks	absent
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With a quorum present, the meeting commenced.

Staff in attendance:	City Administrator Beth Linn
	Community Development Director Kenny Cook
	City Attorney Patrick Reavey
	Public Works Superintendent Trey Whitaker
	Building Inspector Kenny Wiseman
	Johnson County Sheriff Dept. Representative

2. WELCOME

3. PLEDGE OF ALLEGIANCE

CONSENT AGENDA

4. The agenda for April 28, 2016 was considered.
5. City Council meeting Minutes April 14, 2016 was considered.

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

Motion was approved, 4-0.

6. PUBLIC COMMENTS

None

7. DECLARATION

None

BUSINESS REQUIRING ACTION

2015 FINANCIAL AUDIT

8. THE 2015 AUDIT OF FINANCIAL STATEMENTS AS PRESENTED BY VARNEY & ASSOCIATES WAS CONSIDERED.

Beth Linn, City Administrator introduced April Swartz with Varney & Associates, the City of Edgerton's new auditing firm. She advised Mayor and council the audit was clean and they found nothing wrong. She noted they were here one day, as staff sent information to them early to help the job go much smoother. Ms. Swartz told council that the staff at Edgerton was great to work with and they enjoyed being the auditors for the City of Edgerton. Ms. Linn issued a thank you to April Swartz and her staff. Ms. Linn also gave a thank you to the city staff for all their hard work. Mayor and council offered "Thank you to everyone."

Motion by Brown, seconded by Crist, to accept the 2015 Audit of Financial Statements as presented by Varney & Associates.

Motion was approved, 4-0.

AGREEMENT WITH SHAFER, KLINE, & WARREN

9. MASTER AGREEMENT FOR PROFESSIONAL SERVICES WITH SHAFER, KLINE, AND WARREN, INC. (SKW) FOR PLANNING AND ENGINEERING SERVICES WAS CONSIDERED.

Kenneth Cook, Community Development Director, presented information about Shafer, Kline, and Warren, Inc. Staff is recommending the City Council consider entering into an agreement with SKW to provide planning and engineering services on an on-call basis. Due to the large number of projects that have been submitted and which are anticipated to continue, staff has had concern of our ability to perform all reviews in a timely manner. The attached agreement allows for the City to work with SKW to perform these services as compared to requiring the city to hire additional employees to cover times when additional staff is needed.

Motion by Troutner, seconded by Longanecker, to approve the Master Agreement for Professional Services with Shafer, Kline, and Warren, Inc. for planning and engineering services.

Motion was approved, 4-0.

PUBLIC HEARING FOR FRONTIER DAYS

10. PUBLIC HEARING REGARDING A REQUEST BY THE FRONTIER DAYS ASSOCIATION FOR A WAIVER (AS ALLOWED PURSUANT TO SECTION 3-202 OF ARTICLE 1 OF CHAPTER III OF THE CITY CODE) OF THE PROHIBITION AGAINST SERVING ALCOHOLIC LIQUOR WITHIN 300 FEET OF THE LIBRARY FOR THE JUNE 17 AND 18, 2016 ANNUAL FRONTIER DAYS FESTIVAL WAS CONSIDERED.

The Mayor opened a Public Hearing for a waiver of the prohibition against serving alcoholic liquor within 300 feet of the library for the June 17 and 18, 2016 annual Frontier Days Festival. The public hearing was opened and closed with no comments by the audience or Mayor and City Council.

RESOLUTION NO. 04-28-16A ALCOHOL FOR FRONTIER DAYS

- 11. RESOLUTION NO. 04-28-16A TEMPORARILY WAIVING CITY PROHIBITION AS TO THE SALE AND CONSUMPTION OF ALCOHOLIC LIQUOR ON CERTAIN PUBLIC PROPERTY, AND RECOGNIZING FRONTIER DAYS AS A “PUBLIC FESTIVAL” FOR PURPOSES OF THE CITY’S NOISE RESTRICTIONS WAS CONSIDERED.**

This Prohibition may be waived by the governing body after public notice, followed by a public hearing and the governing body finding that the proximity of the location is not adverse to the public welfare or safety. The public hearing was held earlier in the meeting.

Motion by Brown, seconded by Crist, to approve Resolution No 04-28-16A temporarily waiving city prohibition as to the sale and consumption of alcoholic liquor on certain public property, and recognizing Frontier Days as a “public festival” for purposes of the city’s noise restrictions.

Motion was approved, 4-0.

RESOLUTION NO 04-28-16B- SPECIAL EVENT PERMIT PUBLIC FESTIVAL

- 12. RESOLUTION NO. 04-28-16B AUTHORIZING SPECIAL EVENT PERMIT FOR SALE AND CONSUMPTION OF ALCOHOLIC LIQUOR ON CERTAIN PUBLIC PROPERTY WITHIN THE CITY OF EDGERTON, KANSAS WAS CONSIDERED.**

Beth Linn, City Administrator presented information about the special event permit that will be needed for the Frontier Days “Public Festival.” She informed the council that in order to sell and serve alcoholic liquor on public property other than 3.2%, a state permit is also required. Resolution No. 04-28-16B authorizes the City Clerk to issue the Frontier Days Association a Special Event Permit. Additionally, the resolution states that in appreciation for the many benefits enjoyed by the community from the annual Frontier Days festival, the City waives application or permit fees for issuance of the Special Event Permit.

Motion by Brown, seconded by Longanecker, to approve Resolution No. 04-28-16B authorizing special event permit for sale and consumption of alcoholic liquor on certain public property within the City of Edgerton, Kansas.

Motion was approved, 4-0.

PUBLIC HEARING – RESOLUTION NO 04-28-16C-INDUSTRIAL REVENUE BONDS

- 13. PUBLIC HEARING REGARDING RESOLUTION NO. 04-28-16C CONSENTING TO THE PARTIAL ASSIGNMENT OF A RESOLUTION OF INTENT FROM EDGERTON LAND HOLDING COMPANY, LLC TO ELHC XXXI, LLC OR ITS SUCCESSORS IN INTEREST WAS CONSIDERED.**

City Administrator Beth Linn introduced Jeff White, with Columbia Capital, to answer any questions and give some background information about the partial assignment of a resolution of intent. Mayor Roberts opened and closed the public hearing, as there were no questions or comments. City Administrator Beth Linn distributed to City Council a letter received from Gardner Edgerton School District dated April 28, 2016. After some discussion regarding the concerns cited by the school district, it was noted that the Mayor and Council would like to see the presence of members of the school board, and for them to bring ideas for discussion regarding their items of concern.

RESOLUTION NO. 04-28-16C

- 14. RESOLUTION NO. 04-28-16C CONSENTING TO THE PARTIAL ASSIGNMENT OF A RESOLUTION OF INTENT FROM EDGERTON LAND HOLDING COMPANY, LLC TO ELHC XXXI, LLC OR ITS SUCCESSORS IN INTEREST WAS CONSIDERED.**

The public notice was duly published, the public hearing was held earlier in the meeting and the cost benefit report is complete.

Motion by Longanecker, seconded by Troutner, to approve Resolution No. 04-28-16C consenting to the partial assignment of a resolution of intent from Edgerton Land Holding Company, LLC to ELHC XXXI, LLC or its successors in interest.

Motion was approved, 4-0.

ORDINANCE NO 1015-MUNICIPAL CODE (LICENSING CONTRACTORS)

- 15. ORDINANCE NO. 1015 AMENDING ARTICLE 7 OF CHAPTER IV OF THE EDGERTON, KANSAS MUNICIPAL CODE TO REVISE PROVISIONS PERTAINING TO LICENSING REQUIREMENTS OF CONTRACTORS ENGAGED IN NON-RESIDENTIAL CONSTRUCTION WORK WITHIN THE CITY WAS CONSIDERED.**

Kenny Wiseman, Building Inspector, and Kenny Cook, Community Development Director, were both present to discuss the licensing requirements of contractors. This ordinance is to apply to non-residential building contractors. It was noted that this is a good starting point for contractor licensing. Council member Troutner would like to see residential and non-residential both requiring contractor licensing.

Motion by Longanecker, seconded by Brown, to approve Ordinance No. 1015 amending Article 7 of Chapter IV of the Edgerton, Kansas Municipal Code to revise provisions pertaining to licensing requirements of contractors engaged in non-residential construction work within the city.

Motion was approved, 3-1.

STREET MAINTENANCE PROGRAM

- 16. STREET MAINTENANCE PROGRAM FOR 2016 & 2017 WAS CONSIDERED.**

Trey Whitaker, Public Works Superintendent, was present to discuss the street maintenance program for 2016 and 2017. City staff worked with BG Consultants to take a look at the current condition of the roadway network in Edgerton. Public Works staff will continue to collect information on an on-going basis. Due to the current condition of the roadway network, it is the recommendation of the Public Works Department that the City utilize Granite Chip Seal process. Starting in the fall the Public Works Department will begin the implementation of geotechnical sampling which will help to determine the sections of roadway that are accepting of a mill and overlay and/or Ultra-thin Bonded Asphalt Surface. This sampling will be performed by the Public Works Staff.

Motion by Longanecker, seconded by Crist, to approve the Street Maintenance Program for 2016 and 2017.

Motion was approved, 4-0.

HARBOUR CONSTRUCTION-2016 CHIP AND SEAL PROGRAM

17. PROPOSAL FROM HARBOUR CONSTRUCTION, INC. FOR 2016 CHIP AND SEAL PROGRAM WAS CONSIDERED

Trey Whitaker, Public Works Superintendent, informed Mayor and Council about the process that is being proposed with Harbour Construction. The City's purchasing policy allows and encourages the practice of cooperative purchases used most frequently with vehicles and equipment. The City's purchasing policy allows for the City to "piggy back" on contracts entered into by other jurisdictions. City Staff has identified cooperative purchasing provisions in the City of Lenexa Chip and Seal contract with Harbour Construction, Inc.

Motion by Longanecker, seconded by Troutner, to approve the proposal from Harbour Construction, Inc.

Motion was approved, 4-0.

18. REPORT BY THE CITY ADMINISTRATOR

- Manor Park -- equipment installed
- Summer Block Party – Saturday May 14th starting 2:00 pm.
- Wednesday May 4th Job Fair at the Learning and Career Center 4:00- 7:00
- CARS Project for 2016 – Sunflower Road overlay
2017 – Quiet Zone Areas
- Quarterly Reports were available to Mayor and Council, Beth Linn went through and explained some of the numbers and stated that as of the end of the first quarter everything is looking good.

19. REPORT BY THE MAYOR

The Mayor passed comments to Council member Troutner. Mr. Troutner wanted to say "Thank you" for the opportunity to attend the Kansas Rural Water Association Conference. In March, Mr. Troutner, Mike Mabrey, Collin Williams and Janeice L. Rawles attended the KRWA Conference where they learned a lot and attended many different classes.

The Mayor reminded everyone present that Sunday May 1st is the Gardner Grange Open House from 1:00-3:00 pm at the fairgrounds building in Gardner.

20. FUTURE MEETING/EVENT REMINDERS

- April 30th – Citywide garage sale
- May 4th – 4:00 – 7:00 PM – Learning & Career Center Hiring Fair
- May 7th - Citywide Clean Up

- May 10th 7:00 PM Planning Commission Meeting
- May 12th 7:00 PM – City Council Meeting
- May 18th Noon – Senior Lunch
- May 26th 7:00 PM – City council Meeting

MAYOR ROBERTS REQUESTED A BREAK BEFORE EXECUTIVE SESSION

Meeting recessed at 9:04 PM

Meeting reconvened at 9:09 PM

EXECUTIVE SESSION – ACQUISITION OF REAL PROPERTY

21. RECESS INTO EXECUTIVE SESSION PURSUANT TO K.S.A. 75-4319 (b)(6) FOR PRELIMINARY DISCUSSION RELATED TO ACQUISITION OF REAL PROPERTY TO INCLUDE CITY ATTORNEY AND CITY ADMINISTRATOR WAS CONSIDERED.

Motion by Longanecker, seconded by Troutner, to recess into executive session for ten minutes to include City Attorney and City Administrator.

Motion was approved 4-0.

Meeting recessed at 9:10 PM

Motion by Longanecker, seconded by Troutner, to reconvene regular meeting.

Motion was approved 4-0.

Meeting reconvened at 9:20.

Motion by Troutner, seconded by Crist, to award \$106,500.00 made payable to the Clerk of the District Court for the award of monies approved by the Appraisers for the drainage easement at LPKC Sewer Project and Waverly Road Drainage Project.

Motion was approved, 4-0.

EXECUTIVE SESSION – PERSONNEL MATTERS OF NONELECTED PERSONNEL

22. RECESS INTO EXECUTIVE SESSION PURSUANT TO K.S.A. 75-4319 (b)(1) PERSONNEL MATTERS OF NONELECTED PERSONNEL TO INCLUDE CITY ATTORNEY WAS CONSIDERED

Motion by Brown, seconded by Crist, to recess into executive session for five minutes to include City Attorney.

Motion was approved, 4-0.

Meeting recessed at 9:27 PM

Motion by Troutner, seconded by Brown, to reconvene regular meeting.

Motion was approved, 4-0.

Meeting reconvened at 9:34 PM with no action taken.

23. ADJOURNMENT

Motion by Brown, seconded by Troutner, to adjourn the meeting.

Motion was approved, 4-0.

Meeting adjourned at 9:35 pm.

Janeice L. Rawles, CMC

Approved by the Governing Body on _____

AGENDA ITEM INFORMATION FORM

Agenda Item: Consider Resolution No. 05-12-16A Authorizing the Closure of Certain Public Streets During the Edgerton Frontier Days Festival

Department: Administration

Background/Description of Item: The Edgerton Frontier Days Committee has requested the closure of the following streets beginning at 12:00 PM on Thursday, June 16 until 12:00 PM on Sunday, June 19th:

- East 4th Street between Nelson and McCarty Streets;
- East 4th Street between Nelson and south to the nearest alley;
- Nelson Street between 3rd and East 4th Streets and;
- Nelson Street between East 4th Street to the Metcalf Bank drive located on Nelson Street

City staff has reviewed the proposed street closures and does not anticipate any conflicts or issues.

In addition, the Edgerton Frontier Days Committee requests the closure of Nelson Street from West 8th to East 5th Street during the Frontier Days Parade to be held on Saturday, June 18, 2016.

City staff has reviewed the proposed parade route and does not anticipate any conflicts or issues. City staff will inform the Johnson County Sheriff's Office and Johnson County Fire District 1 of the proposed closings.

City Attorney has reviewed and approved Resolution No. 05-12-16A.

Enclosure: Draft Resolution No. 05-12-16A

Related Ordinance(s) or Statute(s):

Recommendation: Approve Resolution No. 05-12-16A Authorizing the Closure of Certain Public Streets During the Edgerton Frontier Days Festival

Funding Source: N/A

Prepared by: Beth Linn, City Administrator
Date: May 9, 2016

RESOLUTION NO. 05-12-16A

A RESOLUTION APPROVING THE CLOSURE OF THE PUBLIC STREETS NAMED HEREIN DURING THE EDGERTON FRONTIER DAYS FESTIVAL

WHEREAS, the City Council of the City of Edgerton, Kansas wishes to provide a safe and enjoyable Frontier Days Festival and;

WHEREAS, City staff has reviewed the proposed street closures and does not anticipate any conflicts or issues that would prevent said closures;

WHEREAS, the following public streets shall be closed to vehicular traffic during Edgerton Frontier Days between 12:00 PM on June 16, 2016 until 12:00 PM on June 19, 2016:

- East 4th Street between Nelson and McCarty Streets;
- East 4th Street between Nelson and south to the nearest alley;
- Nelson Street between East 3rd and East 4th Streets and;
- Nelson Street between East 4th Street to the Metcalf Bank drive located on Nelson Street

WHEREAS, the following public streets shall be closed to vehicular traffic during Edgerton Frontier Days on June 18, 2016 during the Frontier Days Parade: Nelson Street from West 8th to East 5th Streets

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EDGERTON, KANSAS that the City hereby authorizes the closure of the public streets named above for the duration named above for the Edgerton Frontier Days Festival.

SECTION ONE: EFFECTIVE DATE

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

ADOPTED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR OF THE CITY OF EDGERTON, KANSAS ON THE 12th DAY OF MAY, 2016.

ATTEST:

CITY OF EDGERTON, KANSAS

Janeice Rawles, City Clerk

By: _____
Donald Roberts, Mayor

APPROVED AS TO FORM:

Patrick G. Reavey, City Attorney

AGENDA ITEM INFORMATION FORM

Agenda Item: Consider Resolution No. 05-12-16B Approving the Mayoral Appointments for the City Treasurer, City Prosecutor, Municipal Judge, and City Attorney for the City Of Edgerton, Kansas

Department: Administration

Background/Description of Item: Chapter 1, Article 3, Section 301 of the Edgerton City Code states that at the first regular meeting in May of each year the mayor, by and with the consent of the council, shall appoint a city treasurer, and may appoint a city attorney, municipal judge and such other officers as may be deemed necessary for the best interest of the city.

Draft Resolution 05-12-16B includes appointment for City Treasurer, City Prosecutor, Municipal Judge, and City Attorney as listed below. All of the individuals listed served in that role in 2015.

City Treasurer: Irene Eastwood

City Prosecutor: Gerald Merrill

Municipal Judge: Karen Torline

City Attorney: Patrick Reavey

Enclosure: Draft Resolution 05-12-16B

Related Ordinance(s) or Statute(s): Edgerton City Code Chapter 1, Article 3, Section 301

Recommendation: Approve Resolution No. 05-12-16B Approving the Mayoral Appointments for the City Treasurer, City Prosecutor, Municipal Judge, and City Attorney for the City Of Edgerton, Kansas

Funding Source: N/A

Prepared by: Beth Linn, City Administrator

Date: May 9, 2016

RESOLUTION NO. 05-12-16B

A RESOLUTION APPROVING THE MAYORAL APPOINTMENTS FOR THE CITY TREASURER, CITY PROSECUTOR, MUNICIPAL JUDGE, AND CITY ATTORNEY FOR THE CITY OF EDGERTON, KANSAS

WHEREAS, City Code requires the Mayor to appoint certain public officials;

WHEREAS, the appointments are named below meet all qualifications set forth by City Code;

WHEREAS, the Mayor hereby appoints, subject to the approval of the City Council, the individuals named below to fill the public appointments for the City of Edgerton, Kansas until such time as their appointments shall expire one year from the date of approval.

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

SECTION ONE: The City Council hereby approves the following Mayoral appointments to serve the City of Edgerton:

Irene Eastwood to serve as City Treasurer;
Gerald Merrill to serve as City Prosecutor;
Karen Torline to serve as Municipal Judge; and
Patrick Reavey to serve as City Attorney

SECTION TWO: EFFECTIVE DATE

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

ADOPTED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR OF THE CITY OF EDGERTON, KANSAS ON THE 12th DAY OF MAY, 2016.

CITY OF EDGERTON, KANSAS

By: _____
Donald Roberts, Mayor

ATTEST:

Janeice Rawles, City Clerk

APPROVED AS TO FORM:

Patrick G. Reavey, City Attorney

AGENDA ITEM INFORMATION FORM

Agenda Item: Consider Application FP2015-03, Final Plat, CY Edgerton

Department: Community Development

Background/Description of Item: The following item was originally scheduled to go before City Council in 2015 but was pulled from the agenda after the applicants submitted a request to amend their Final Site Plan. Following the final approval of the Final Site Plan, the Final Plat was never placed back onto the City Council's agenda and this issues was just noted as staff was researching the dates of approval for the Mayor's certification on the Final Plat.

The City of Edgerton has received Application FP2015-03 for final plat of the CY Edgerton Plat and which is located on the South Side of 191st Street and approximately 650 feet East of Homestead Lane. The final plat includes 31.585 acres including the dedication of additional ROW along 191st Street. The property owner intends to operate a Cargo Container facility as part of Logistics Park Kansas City.

Staff, including City Engineer, has reviewed the Final Plat submittal for compliance with the Approved Preliminary Plat and requirements in Section 13.3 of Article 13 of the Edgerton UDC. Review comments are detailed in the attached staff report and Engineer Comments.

The Edgerton Planning Commission reviewed the application on May 12, 2015. The Planning Commission recommended approval of Application FP2015-03 for Final Plat for CY Edgerton subject to compliance with the following stipulations as listed in the staff report dated April 30, 2015:

1. All Final Plat requirements of the City listed above shall be met or addressed prior to recording of the Plat.
2. The commencement of any improvements shall not occur prior to the approval and endorsement of the final plat and the submittal to and approval of construction plans for all streets, sidewalks, storm water sewers, sanitary sewers, and water mains contained within the final plat by the Governing Body. Sanitary sewer drawings and specifications must be submitted to and approved by the City of Edgerton and Kansas Department of Health and Environment prior to the commencement of any improvements.
3. A Public Improvement Inspection Fee, established by the Fee Schedule for the Unified Development Code, shall be submitted with the document of financial assurance as defined in Section 13.7 prior to the commencement of any improvements.
4. The applicant shall meet all requirements of Recording a Final Plat as defined in Section 13.5 of the Edgerton Unified Development Code, including payment of excise tax.
5. The applicant shall meet all requirements of Financial Assurances as defined in Section 13.7 of the Edgerton Unified Development Code.

Enclosure: Staff Report from May 12, 2015 Planning Commission
Final Plat
Final Plat Application FP2015-03 for CY Edgerton

Recommendation: Approve Application FP2015-03, Final Plat, CY Edgerton located on the South side of 191st Street and 650 feet East of Homestead Lane.

Funding Source: N/A

Prepared by: Kenneth Cook, Community Development Director
Date: May 5, 2016

STAFF REPORT

April 30, 2015

To: Edgerton Planning Commission
Fr: Kenneth Cook, AICP, CFM, Community Development Director
Re: FP2015-03 Final Plat for C Y Edgerton, L.L.C.

APPLICATION INFORMATION

Applicant/Property Owner: C Y Edgerton, L.L.C.

Requested Action: Final Plat – C Y Edgerton, L.L.C.

Legal Description: See Final Plat attached

Site Address/Location: 32355 W 191st Street. South side of 191st Street 650 feet East of Homestead Lane

Existing Zoning and Land Uses: City of Edgerton L-P Logistics Park. Vacant house and additional accessory structures

Existing Improvements: Vacant House & Accessory Structures

Site Size: 31.585 Acres

PROJECT DESCRIPTION

The majority of this land was annexed into the City of Edgerton in 2011. The far northeast corner of the property that contains the single family residence was annexed into the City of Edgerton on October 24, 2013. The Preliminary Plat (International Trnasload Logistics – Kansas City) that was approved for this area and which also included the property located to the West was approved on November 12, 2013. The original Final Plat for this Lot 1 was also approved by the Planning Commission on November 12, 2013. The City Council accepted dedications of this plat on December 12, 2013. A Conditional Use for the operation of a Cargo Container facility was also recommended for approval on February 11, 2014 and was approved by the City Council on February 27, 2014. Since this time the property has been sold and is being developed by a different company. The current Final Plat application allows for the plat to be updated to included changes in how the property was proposed to be developed and updating all of the ownership information. The applicants have also submitted an application for Final Site Plan (FS2015-03) which will be heard by the Planning Commission. The applicant has indicated that they intend to operate a cargo container storage, maintenance and repair facility. The BNSF intermodal rail facility is located about ¼ mile to the North, a grain transfer facility and warehouse industrial uses are located to the East along 191st Street. The logistics park and intermodal's primary function is to transport and redistribute containers and the products they contain.

The subject property is located to the North of 191st Street on the West side of Waverly Road and is zoned L-P, Logistics Park. The City's Unified Development Code (UDC) defines this district as a limited multimodal industrial zone created to support activities related to truck, rail and other transport services. The property is located within the first phase of development and has an approved preliminary plat and preliminary site plan. The applicants have submitted a Final Site Plan but have agreed to withhold that request to allow time for some of the other projects that they have been working on to be finished. The proposed subdivision includes one lot-36.791 acres, one tract-3.069 acres (stormwater detention), the dedication of a proposed public street (187th Street) and the dedication of additional ROW width along Waverly Road. The Site Plan that has been submitted for this Lot 4 shows a proposed 654,656 square foot warehouse.

INFRASTRUCTURE AND SERVICES

Infrastructure was reviewed previously per the rezoning and preliminary plat. Some conditions continue to exist as noted below.

- a. Homestead Lane and 191st Street are paved and designed to accommodate intermodal and logistic park truck traffic. Driveway and street connections will need to comply with city requirements regarding location and design.
- b. The property is located within the Big Bull Creek watershed, which flows south from 167th Street to the southern edge of the county at Homestead Lane.
- c. About four acres of the south part of the property is located within the flood plain of a tributary of Bull Creek. The site plan will need to avoid development within the floodplain. The floodplain area is ideal for a streamway corridor/park/public access use area.
- d. The property has sanitary sewer service via the Homestead Lane lift station located on Lot 2.
- e. The property is located within the service area of Water District No. 7. A 12-inch water main is located along the 191st Street property frontage.
- f. Police protection is provided by the Johnson County Sheriff's Department under contract with the City of Edgerton. Fire protection is provided by Johnson County Fire District No. 1. A fire station is located in the City of Edgerton, approximately 3 miles to the southwest.

FINAL PLAT REVIEW

Staff has reviewed the Final Plat submittal for compliance with the Approved Preliminary Plat and requirements in Section 13.3 of Article 13 of the Edgerton UDC. Review comments are listed below.

1. Scale, the same used for the preliminary plat; North point; vicinity map. ***Final Plat complies.***
2. The words "FINAL PLAT" followed by the name of the subdivision at the top of the sheet, and then followed by a metes and bounds description of the tract. ***Staff's opinion is that it would be best to leave off 'L.L.C.' from the name of the subdivision. Final Plat complies.***
3. The instrument of survey which shows the point of beginning, corners, bearings, courses, distances, exterior boundaries, interior lot boundaries, abandoned lot lines, pins, monuments found or set. All P.I.'s corners, boundaries must be monumented

with a 2" x 24" metal bar. **Update Final Plat**

- *The plat currently shows all monuments being ½" x 24" Rebar while the regulations require 2" x 24" metal bar. Staff believes that the 2" measurement is a typographical error and that it should be ½".*
 - *No measurements are provided for the two monuments which are shown along the East line of the Plat within the 191st Street ROW.*
 - *The three monuments listed as existing and in/adjacent to the 191st ROW list 'LS XX'. The number of the surveyor should be listed or the monuments should be labeled as origin unknown.*
4. A boundary survey of third order surveying accuracy (maximum closure error one in five thousand (1' in 5,000), with bearings and distances referenced to section or fractional section corners or other base line shown on the plat and readily reproducible on the ground. **Final Plat complies.**
5. Individual notations and a TABLE showing: lot area, setbacks, and building envelopes. *No table is provided. Update Final Plat.*
6. A number for each lot, starting (if practical) in the northwest corner. **Final Plat complies.**
7. All easements with widths, and roads with curve data. **Update Final Plat.**
- *The previous approvals have discussed the need for cross access easements. It is also staff's understanding that previous discussion in regards to the development of this area (the subject property and the property to the West) included the discussion of an access easement or frontage Road to provide access to 191st Street to the property to the West. This also included the use of an access easement from the subject property and crossing the property to the West to provide an access to Homestead Lane.*
 - *There may be a need to provide a utility easement along the West property line. This could be planned as an easement that would be located half on the subject property and the other half be required as part of the development of the property to the West.*
 - *Property owner shall submit a plan for review and approval by City Engineer regarding service of utilities.*
 - *Drainage easements should be provided for the special flood hazard and detention areas. As has been stated above in the Infrastructure and Services section, and also mentioned in previous reports, these areas can be considered ideal for a streamway corridor/park/public access use area. The Southwest Area Plan shows a possible future train being located in this area. This could also require modification of the wording of the easement to allow for the use of a trail (access easement).*
 - *The floodplain note shown on the plat appears to be incomplete as the Northern portion of the property is also located on FIRM map number 20091C0119G.*
 - *The property owner shall agree to sign an agreement not to protest formation of benefit district for 191st Street sidewalk improvements prior to recording of final plat.*
 - *Easement descriptions along the Northern portion of Waverly Road include the designation of W/E while the legend specifies WL/E*
8. Ingress/egress limitations if required. *Need to discuss the issues of cross access easement and/or frontage roads for access to the property to the West. The property*

*located to the West was originally shown as Lot 2 on the Preliminary Plat and these issues need to be taken into consideration as part of the previously approved preliminary Plat. **Update Final Plat.***

9. The location of existing utility easements. ***Final Plat complies.***
10. A written legal description from the survey. ***Final Plat complies.***
11. An instrument of dedication for all roads and easements. ***Final Plat complies.***
12. Special notations required as a condition of platting by the Planning Commission. ***Final Plat complies.***
13. Approved phases – clearly delineated. *The property was originally shown as being developed in 5 phases. The applicant has submit a Final Site Plan that shows the property being developed in two phases for uses purposes. Staff's opinion is that no additional phasing plan in needed.* ***Final Plat complies.***
14. Private travel easements. *The previous approvals have discussed the need for cross access easements. It is also staff's understanding that previous discussion in regards to the development of this area (the subject property and the property to the West) included the discussion of an access easement or frontage Road to provide access to 19th Street to the property to the West. This also included the use of an access easement from the subject property and crossing the property to the West to provide an access to Homestead Lane.* ***Update Final Plat.***
15. The Owner's Certificate with Notary Seal. ***Final Plat Complies.***
16. Certificate of the Governing Body with City Clerk's attest and Seal. ***Final Plat Complies.***
17. Edgerton City Planning Commission chair and secretary approval. ***Final Plat Complies.***
18. Certificate of the Register of Deeds. *Register of Deeds uses their own stamp but do require an area approximately 4 inches by 4 inches in the top left hand corner. No certificate required.* ***Final Plat Complies***
19. Surveyor's Certificate and Seal and certificate for survey review by the County Surveyor or designated Land Surveyor. *County Surveyor uses their own stamp. No certificate required.* ***Final Plat Complies***
20. Certificate of the Zoning Administrator. ***Final Plat Complies.***

RECOMMENDATION

City staff recommends approval of the Final Plat for C Y Edgerton, L.L.C. Plat, subject to compliance with the following stipulations:

1. All Final Plat requirements of the City listed above shall be met or addressed prior to recording of the Plat.
2. The commencement of any improvements shall not occur prior to the approval and endorsement of the final plat and the submittal to and approval of construction plans for all streets, sidewalks, storm water sewers, sanitary sewers, and water mains contained within the final plat by the Governing Body. Sanitary sewer drawings and specifications must be submitted to and approved by the City of Edgerton and Kansas Department of Health and Environment prior to the commencement of any improvements.
3. A Public Improvement Inspection Fee, established by the Fee Schedule for the Unified Development Code, shall be submitted with the document of financial assurance as defined in Section 13.7 prior to the commencement of any improvements.

4. The applicant shall meet all requirements of Recording a Final Plat as defined in Section 13.5 of the Edgerton Unified Development Code, including payment of excise tax.
5. The applicant shall meet all requirements of Financial Assurances as defined in Section 13.7 of the Edgerton Unified Development Code.

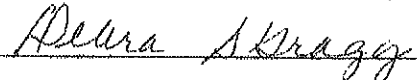
ATTACHMENTS

Application FP2015-03

Final Plat for C Y Edgerton, LLC

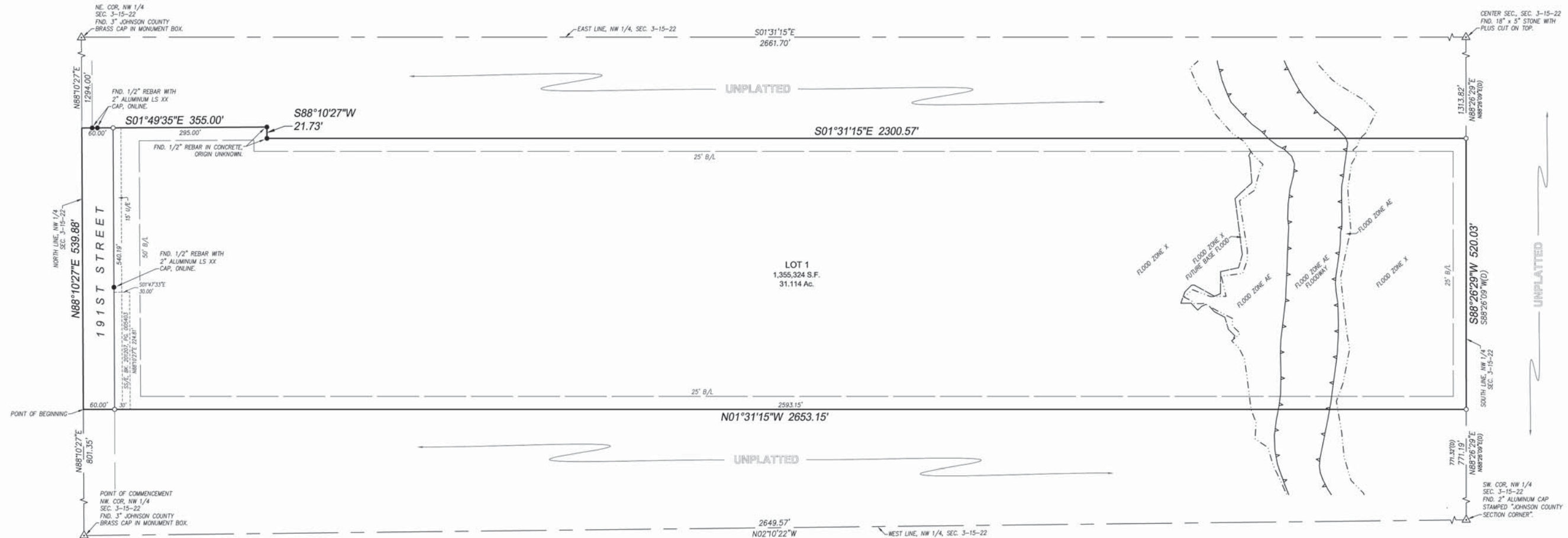
NAME OF PROPOSED SUBDIVISION: CY Edgerton, LLC.LOCATION OR ADDRESS OF SUBJECT PROPERTY: 32355 W 191st StreetLEGAL DESCRIPTION: See AttachedCURRENT ZONING ON SUBJECT PROPERTY: L-P CURRENT LAND USE: _____TOTAL AREA: 31.86 Acres NUMBER OF LOTS: 1 AVG. LOT SIZE: _____ Sq. Ft.DEVELOPER'S NAME(S): Rusty Williams PHONE: 816-509-0746COMPANY: Arrowhead Intermodal FAX: 913-287-2752MAILING ADDRESS: 32355 W 191st Street Edgerton KS 66027
Street City State ZipPROPERTY OWNER'S NAME(S): Rusty Williams PHONE: 816-509-0746COMPANY: CY Edgerton, LLC. FAX: 913-287-2752MAILING ADDRESS: 32355 W 191st Street Edgerton KS 66027
Street City State ZipENGINEER'S NAME(S): Roger Cassity PHONE: 913-317-9500COMPANY: Renaissance Infrastructure Consulting FAX: 816-800-0951MAILING ADDRESS: 1138 Cambridge Circle Dr. Kansas City KS 66103
Street City State ZipSIGNATURE OF OWNER OR AGENT: 
If not signed by owner, authorization of agent must accompany this application.

NOTE: Ten (10) copies of the proposed preliminary plat must accompany this application for staff review. One (1) reduced copy (8 1/2 x 11) must also be submitted with the application.

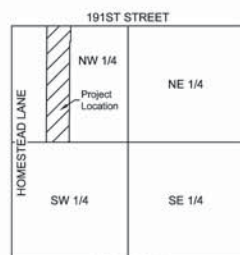
FOR OFFICE USE ONLYCase No. FP- 2015-03 Amount of Fee Paid: \$ 310⁰⁰ Date Fee Paid: 4/21/15Received By:  Date of Hearing: N/A**FINAL PLAT INSTRUCTIONS**

SUBMITTAL DEADLINE: The applicant shall submit an application at least forty-five (45) days prior to a scheduled meeting. If the final plat complies with the preliminary plat, Planning Commission and Governing Body may consider approval without notice or public hearing.

FINAL PLAT
C Y EDGERTON, L.L.C.
A SUBDIVISION IN THE CITY OF EDGERTON, JOHNSON COUNTY, KANSAS



- LEGEND:
- △ FOUND SECTION CORNER AS NOTED
 - FOUND MONUMENT AS NOTED
 - SET 1/2" X 24" REBAR WITH RIC KSCLS 234 CAP
 - SS/E SANITARY SEWER EASEMENT
 - B/L BUILDING SETBACK LINE
 - (D) DESCRIBED



DESCRIPTION

All that part of the Northwest Quarter of Section 3, Township 12 South, Range 22 East, and a part of Tract A and Tract B according to the survey recorded in Book 201207, Page 000700 in the Office of the Register of Deeds, Johnson County, Kansas, and in the City of Edgerton, Johnson County, Kansas, more particularly described as follows:

Commencing at the northwest corner of said Northwest Quarter; thence North 88°10'27" East, coincident with the north line of said Northwest Quarter, 801.35 feet to the Point of Beginning; thence North 88°10'27" East, continuing along said north line, 539.88 feet; thence departing said north line, South 01°49'35" East, along the east line of a tract of land described in Book 3047, Page 6 as filed in said Register of Deeds Office, 355.00 feet to the southeast corner of said tract; thence South 88°10'27" West, coincident with the south line of said tract of land, 21.73 feet to a point on the east line of said Tract A; thence South 01°31'15" East, coincident with the east line of said Tracts A and B, 2,300.57 feet to a point on the south line of the Northwest Quarter of said Section 3; thence South 88°26'29" West, coincident with said south line, 520.03 feet; thence departing said south line, North 01°31'15" West, 2,653.15 feet to the Point of Beginning, containing 1,387,726 square feet, or 31.858 acres, more or less.

DEDICATION

The undersigned proprietor of the above described tract of land has caused the same to be subdivided in the manner as shown on the accompanying plat, which subdivision and plat shall hereafter be known as "C Y EDGERTON, L.L.C.".

The undersigned proprietor of said property shown on this plat does hereby dedicate for public use and public ways and thoroughfares, all parcels and parts of land indicated on said plat as streets, terraces, places, roads, drives, lanes, parkways, avenues and alleys not heretofore dedicated. Where prior easement rights have been granted to any person, utility or corporation on said parts of the land so dedicated, and any pipes, lines, poles and wires, conduits, ducts or cables heretofore installed thereupon and therein are required to be relocated, in accordance with proposed improvements as now set forth, the undersigned proprietor hereby absolves and agrees to indemnify the City of Edgerton, Kansas, from any expense incident to the relocation of any such existing utility installations within said prior easement.

An easement or license to enter upon, locate, construct, use and maintain or authorize the location, construction or maintenance and use of conduits, water, gas, sewer pipes, poles, wires, drainage facilities, irrigation systems, ducts and cables, and similar facilities, upon, over and under these areas outlined and designated on this plat as "Utility Easement" or "U/E" is hereby granted to the City of Edgerton, Kansas with subordinate use of the same by other governmental entities and public utilities as may be authorized by state law to use such easement for said purposes. Utility easements shall be kept clear of obstructions that impair the strength or interfere with the use and/or maintenance of public utilities located within the easement.

NOTES:

Basis of Bearings: Kansas North Zone, U.S. State Plane, NAD 83 HARN

CLOSURE CALCULATIONS:
Precision, 1 part in: 1,069,793.748"
Error distance: 0.006"
Error direction: N84°38'47"E
Perimeter: 6390.360'

All bearings and distances shown on this plat are measured unless otherwise noted.

FLOOD PLAIN NOTE:

According to "FIRM" Map Number 20091C0134G, revised August 3, 2009, this tract graphically lies in:

OTHER AREAS, ZONE X, defined as areas determined to be outside the 0.2% annual chance flood.

OTHER FLOOD AREAS, ZONE X (Future Base Flood), defined as areas of 1% annual chance flood based on future conditions hydrology. No Base Flood Elevations determined.

SPECIAL FLOOD HAZARD AREAS (SFHAs) SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD, ZONE AE, defined as Base Flood Elevations determined.

CONSENT TO LEVY

The undersigned proprietor of the above described tract of land hereby consents and agrees that the Board of County Commissioners and the City of Edgerton, Johnson County, Kansas, shall have the power to release such land proposed to be dedicated for public use from the lien and effect of any special assessments, and that the amount of unpaid special assessments on such land dedicated, shall become and remain a lien on this land fronting and abutting on such dedicated public way or thoroughfare.

EXECUTION

IN TESTIMONY WHEREOF, the undersigned proprietor has caused this instrument to be executed this ____ day of _____, 20__.

C Y Edgerton, L.L.C.

Joshua Cooley, President

STATE OF _____)

COUNTY OF _____) SS

BE IT REMEMBERED, that on this ____ day of _____, 2015, before me a Notary Public in and for said County and State, came Joshua Cooley, President of C Y Edgerton, L.L.C., who is personally known to me to be the same person who executed the foregoing instrument of writing on behalf of said limited liability company, and he duly acknowledged the execution of the same to be the act and deed of said limited liability company.

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

Notary Public My Appointment Expires: _____

This is to certify on the 15th day of April, 2015, this field survey was completed on the ground by me or under my direct supervision and that said survey meets or exceeds the "Kansas Minimum Standards" for boundary surveys.

Roger B. Dill, Kansas LS-1408

APPROVALS

APPROVED by the Planning Commission of the City of Edgerton, Johnson County, Kansas, on this ____ day of _____, 2015.

Chuck Davis, Chairperson

Maria O'Neill, Secretary

APPROVED by the Governing Body of the City of Edgerton, Johnson County, Kansas, on this ____ day of _____, 2015.

Donald Roberts, Mayor

Attest:
Janelle Rawles, City Clerk

APPROVED by the Zoning Administrator, on this ____ day of _____, 2015.

Kenneth A. Cook, Zoning Administrator

C Y EDGERTON, L.L.C.

Prepared For:

Rusty Williams, Operations Manager
Arrowhead Intermodal
32355 W. 191st
Edgerton, KS 66021
(816) 509-0746
(913) 287-2752 (Fax)

Date of Preparation:
April 16, 2015



1138 West Cambridge Circle Drive
Kansas City, Kansas 66103
913.317.9500
www.rio-consult.com

AGENDA ITEM INFORMATION FORM

Agenda Item: Consider a Master Professional Services Agreement for Professional Services with George Butler Associates, Inc. (GBA) For Planning and Engineering Services

Department: Community Development

Background/Description of Item: Staff is recommending the City Council consider entering into an agreement with GBA to provide planning and engineering services on an on-call basis. The attached agreement provides staff with the ability to receive assistance at times when numerous or complex projects are submitted for consideration at the same time and also provides the backup if staff is unavailable. The specific services that staff has discussed with GBA include: Planning Reviews (Plats, Site Plan), Regulation Updates, Building Code Review, and Building Inspection.

Due to the large number of projects that have been submitted and which are anticipated to continue, staff has had concern of our ability to perform all reviews in the timely manner. This concern can be compounded as consideration is also given to times when staff might not be in the office due to training, vacation or sickness or when other job duties require additional time. The attached agreement allows for the City to work with GBA to perform these services as compared to requiring the City to hire additional employees to cover times when additional capacity is needed. It also allows for the City to leverage GBA's extensive staff and their experience when unique situations occur or as the City is looking at updating portions of our Unified Development Code or Comprehensive Plan.

Staff met with representatives from GBA to discuss their services and our ability to partner with them on April 25, 2016. On April 28, 2016 the City Council approved a similar agreement with SKW which allows the City to work with SKW for on-call services. GBA performs similar on-call services for other agencies. Additional information about GBA can be found on their website at <http://www.gbateam.com/>.

Enclosed with the packet is a draft Master Professional Services Agreement. This agreement is structured very similar to the agreement for City Engineer services. It allows the staff to contact GBA for assistance. Together the Community Development Director and the Project Manager at GBA determine the best staff member to provide service. The City pays for the staff member hours used based on hourly rate schedule in the agreement.

Agreement is currently being reviewed by the City Attorney and any updates to the agreement will be provided at the May 12, 2016 City Council meeting.

Enclosure: Draft Master Professional Services Agreement

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

Recommendation: Approve Agreement with George Butler Associates, Inc. (GBA) For Planning and Engineering Services

Funding Source: General – Community Development – Professional Services

Prepared by: Kenneth Cook, Community Development Director
Date: May 9, 2016

Master Professional Services Agreement

This Agreement ("Agreement") is entered into on the 26th Day of April, 2016, between the City of Edgerton, Kansas, "City," and George Butler Associates, Inc., "Consultant." The parties to this Agreement are referred to individually as a "Party" and collectively as the "Parties." This Master Services Agreement shall become effective upon the execution of a TASK ORDER described herein and shall remain effective for five (5) years.

In consideration of the acts and promises contained in this Agreement and other valuable consideration, the Parties agree as follows:

SECTION 1 – SERVICES

The City of Edgerton has determined to the satisfaction of its Governing Body that George Butler Associates, Inc. is qualified to undertake and perform services commonly performed in a Master Services Agreement to provide consulting to the City and hereby selects and employs the Consultant to perform these tasks, including, but not limited to municipal ministerial functions (including building inspection, code review and enforcement, and permit issuance), design services, traffic engineering services and traffic studies, design review services, capital project bidding services, construction observations services, and general professional services associated with the City's improvement projects and services (SERVICES).

SECTION 2 – SERVICE TASKS

- A. TASK ORDERS.** Upon execution of this Agreement by the City, the City shall issue TASK ORDERS that define the specific services requested by the City. The TASK ORDER shall ascribe the desired service, schedule, and compensation. The TASK ORDER shall follow the general form in Exhibit A. Upon execution by the City representation in Section 3, A, the TASK ORDER shall be deemed a binding contract between the Consultant and the City. The TASK ORDER shall govern the parties' rights and responsibilities specifically incorporating the terms on this Master Agreement and operating within the framework of this Master Agreement.
- B. SUBCONTRACTED SERVICES.** Those Services not normally self-performed by the Consultant, but essential to the successful completion of a TASK ORDER, will be subcontracted by the Consultant to subconsultants, who will be selected by the Consultant and the City. Services to be provided by subconsultants will include soils and materials testing required for the preparation of any design reports, for construction period testing, and any other Services required by the TASK ORDER but not normally self-performed by the Consultant.
- C. TYPICAL RATES AND CHARGES.** Exhibit B contains Consultants Standard Hourly Rates. The City acknowledges receipt of Exhibit B. Rates and charges for specific tasks shall be agreed upon within each TASK ORDER. Charges for ADDITIONAL SERVICES or agreed upon services outside

each TASK ORDER will follow these rates and charges. The Consultant will present a revised version of Exhibit B annually and the new Exhibit B shall become effective with execution of any TASK ORDER following the presentation of the schedule to the City, including its attachment to that TASK ORDER.

D. ADDITIONAL SERVICES.

Consultant shall provide the following additional Services (“Additional Services”) as agreed upon by the Parties in a TASK ORDER or as requested thereafter:

1. Services resulting from significant changes in the general scope of a TASK ORDER, including a project or its design, including, without limitation, changes in size, complexity, City’s schedule, or character of construction; and revising studies, reports, design documents, or Contract Documents previously approved by City including preparation of change orders during the construction phase of the Project.
2. Time spent in preparing for and attending public hearings at the request of City.
3. Services after completion of the construction phase such as observations made during any guarantee period and reporting observed discrepancies under guarantees called for in the Project; or observation of the Project after the end of the contractor's maintenance or guarantee period.
4. Preparing to serve or serving as a consultant or witness for the City in any litigation or other legal or administrative proceeding involving the Project.
5. Full-time resident observation Services.

E. Municipal Ministerial Functions

Consultant, when performing a municipal ministerial function, shall perform to the standard of care and function as a municipal official. Consultant shall assume the roles and duties of the municipal official when the TASK ORDER assigns consultant to that role.

SECTION 3 – Responsibilities of City

A. City Representative

1. The City hereby designates the following representative who is authorized to act on City’s behalf with respect to executing TASK ORDERS: Beth Linn, City Administrator. The City or such authorized representative will make decisions in a timely manner pertaining to documents and questions submitted by the Consultant, in order to avoid delay in the orderly and sequential progress of the Services.

2. The City shall accept the decisions of the City representative as final and definitive project direction. The City may employ any process of its choice to inform the City representative of desired project outcomes.
3. The Consultant may accept TASK ORDERS executed by a City official with a similar title until informed that a new representative is appointed.

B. Authorizations

1. The City shall furnish approval, consents, and letters of authority as may be necessary for performing the Services in a timely manner.
2. The City shall furnish to the Consultant a certified copy of the legislation, ordinance or resolution authorizing signing of this Agreement and delegation of TASK ORDER signature authority.

C. INFORMATION

1. The City shall provide to the Consultant the following:
 - a. All available reports, plans, specifications, background information, and other data pertinent to the Services;
 - b. All available road maps, topographic maps, plat maps, records, reports, correspondence, previous studies, plans and other data pertinent to the Services, including information previously prepared or obtained by others;
 - c. All borings, probings and subsurface explorations, laboratory tests and inspections of samples, materials and equipment; appropriate professional interpretations of all of the foregoing; environmental assessment and impact statements; property, boundary easement, right-of-way, topographic and utility surveys; property descriptions; zoning and deed restriction that are needed to complete the Basic Services;
 - d. A current, updated title report on any and all property that the Consultant will audit under the terms of this Agreement, along with the names of any individuals known to the City who should be interviewed or consulted with in regard to the audit performed hereunder;
 - e. The names, addresses, and phone numbers of all previous tenants of this facility, including a description of past uses; and
 - f. The City's written requirements for the Project including, without limitation, schedule milestones, any financial constraints, and any pertinent criteria, standards, codes, design objectives, or design constraints.

2. The Consultant shall be entitled to rely on the accuracy and completeness of all information and data provided by the City.

D. ACCESS TO SITE (FACILITY).

1. The City shall assist the Consultant in arranging for access to TASK ORDER facilities or sites for the purpose of performing the Services.

E. EASEMENTS AND LEGAL DESCRIPTIONS. The City shall be responsible for obtaining all necessary easements and right-of-way for TASK ORDERS. Consultant will provide the City property maps and the necessary legal description(s) and easement form.

F. NOTICE OF DEFICIENCY OR CHANGE.

1. The City shall report to the Consultant any suspected deficiency in the Services within twenty-one (21) days after the City becomes aware of the potential defect. City further agrees to impose a similar notification requirement in its contracts with all contractors, design professionals, subcontractors, and consultants involved in the Project. The failure of the City to notify the Consultant as required herein shall relieve the Consultant of any liability for costs of remedying the defects.
2. The City shall give prompt written notice to Consultant whenever City becomes aware of any change, fact or circumstance that is likely to affect the scope or timing of the Services.

G. MISCELLANEOUS.

1. The City shall obtain advice of an attorney, insurance counselor or other consultant as is necessary for the City to make decisions within a reasonable time and not delay the Services.
2. If requested by the Consultant the City shall furnish evidence of financial arrangements that have been made to fulfill City's obligations under this Agreement.
3. The City shall provide and pay, if required by the TASK ORDER, for the cost of any mutually-agreed upon subconsultants, testing, or laboratory Services identified in the Scope of Services, Section 2.
4. The City shall obtain bids or proposals from Contractor(s).
5. The City shall pay for all filing fees and application fees to and permits from all governmental authorities having jurisdiction over a specific TASK ORDER and to or from others as may be necessary for completion of the Project.

6. The Consultant shall have no obligation to City to execute any document subsequent to the signing of this Agreement, including, without limitation, lender consent or certification, requiring knowledge, services, or responsibilities beyond the scope of this Agreement. The proposed language of any such document will be submitted to Consultant at least ten (10) days in advance of the requested date of execution. The execution of any such document shall not create any rights in favor of a lender or other third party.

SECTION 4 - COMPENSATION

A. COMPENSATION.

1. City shall compensate the Consultant for the TASK ORDER in the form agreed to in the TASK ORDER.
2. Services requested by the City outside the scope of a TASK ORDER (Additional Services) shall be compensated based on actual hours worked plus direct expenses in accordance with the Standard Hourly Chargeout Rates schedule as shown in attached Exhibit "B", which is incorporated herein, unless another form is agreed to prior to initiating the associated Additional Services.

- B. PAYMENTS.** The City shall make payments to the Consultant on a monthly basis upon receipt of an invoice from the Consultant. Invoices shall be accompanied by an appropriate breakdown consistent with Section A - Compensation. The City shall make payment to the Consultant within thirty (30) days following the date of each invoice. If the City does not make payment by the due date, the City shall pay interest at the rate of 1.5 percent per month and the collection costs, attorneys' fees and court costs, if any, of the Consultant.

SECTION 5 – INSURANCE

A. Required Coverages. During the performance of the Services, Consultant shall maintain the following insurance:

1. General Liability Insurance, with a combined single limit of \$1,000,000 for each occurrence and \$2,000,000 in the aggregate;
2. Automobile Liability Insurance, with a combined single limit of \$1,000,000 for each accident;
3. Umbrella Excess Liability Insurance (General and Automobile Liability) with a limit of \$2,000,000 for each occurrence and in the aggregate;
4. Workers' Compensation Insurance in accordance with statutory requirements and Employers' Liability Insurance with a limit of \$1,000,000; and
5. Professional Liability Insurance, with a limit of \$2,000,000 for each claim and annual aggregate.

- B. Mutual Waiver of Subrogation.** To the extent that damages are covered by property insurance maintained during or after the completion of the Services, the City and the Consultant waive all rights, including rights of subrogation, against each other and all contractors, consultants, and employees of the other, except for rights they may have to the proceeds of that insurance. The City and the Consultant shall require the same waiver by their respective contractors, subcontractors, consultants.

SECTION 6 - TERMINATION

- A. Termination by City.** The City may terminate this Agreement as follows:
1. The City may terminate this Agreement at any time without cause, or with cause due to a material breach of this Agreement, upon giving the Consultant fourteen (14) calendar days' prior written notice.
 2. Within thirty (30) calendar days of a termination for convenience, the City shall pay the Consultant for all Services rendered to the date of termination and all costs incurred or that Consultant could not reasonably avoid, including, without limitation, demobilization, reassignment of personnel, and space and equipment costs.
- B. Termination by Consultant.** The Consultant may terminate this Agreement for cause upon giving the City fourteen (14) calendar days' prior written notice, for any of the following reasons:
1. A material breach by the City of this Agreement, including, without limitation, failure to make payment as required by this Agreement;
 2. A transfer of ownership of the Project by the City to any other persons or entities not a party to this Agreement without the prior written agreement of the Consultant; and/or
 3. A material change in the conditions under which this Agreement was entered into, coupled with the failure of the Parties to agree on the fees and charges for the Additional Services required because of such change.
- C. Suspension for Non-Payment.** The Consultant may, at its option and without waiving the right to terminate, suspend all services for non-payment on seven (7) days' written notice to the City.

SECTION 7 - MISCELLANEOUS

- A. Instruments of Service.** The Consultant's reports, drawings, specifications, and other deliverables, including all documents on electronic media, are instruments of professional service ("Instruments of Service") and shall remain the property of the Consultant which also retains the copyrights. During the Project, and conditioned on the City satisfying its payment

obligations under this Agreement, City shall have a non-exclusive license to use the Instruments of Service with respect to the Project. City shall not assign its license to third parties without the written consent of the Consultant. However, City may provide copies of the Instruments of Service to contractors and consultants for the purpose of bidding or building the Project and to governmental authorities for the purpose of securing permits, licenses, and approvals.

- B. Reuse or Modification.** The Instruments of Service prepared by Consultant are not intended or represented to be suitable for reuse by the City or others on extensions to or modifications of the Project or on any other project. Any reuse or modification without the prior written consent of the Consultant will be at the City's sole risk and without any liability of Consultant. The City agrees, to the fullest extent permitted by law, to indemnify and hold the Consultant harmless from any claim, liability or cost (including reasonable attorneys' fees and defense costs) arising or allegedly arising out of any unauthorized reuse or modification of the Instruments of Service by the City or any person or entity that acquires or obtains the Instruments of Service from or through the City without the written authorization of the Consultant.
- C. Confidentiality.** The Consultant agrees to keep confidential and not disclose to any person or entity any data and information not previously known to the Consultant and marked "CONFIDENTIAL" by the City. These provisions shall not apply to disclosure to the Consultant's employees and subconsultants, the general contractor, subcontractors, and permit authorities. Confidential information shall not include information that otherwise comes into the public domain. The Consultant will not be restricted from giving notices required by law, complying with an order to provide information or data when such order is issued by a court, administrative agency or other authority with proper jurisdiction, or reasonably using any information in the defense of any suit or claim.
- D. Limitation of Liability.** To the maximum extent permitted by law and for adequate consideration, the total liability of Consultant and its employees and sub-consultants for City's damages, in any way arising out of the services of Consultant, shall be limited to Consultant's fee. This limitation shall apply regardless of the cause of action or legal theory pled or asserted. Such claims and causes include, but are not limited to, negligence, professional errors or omissions, strict liability, and breach of contract or warranty. The parties acknowledge sufficient consideration has been given for this limitation. The City shall assert all appropriate municipal defenses when the Consultant is performing a TASK ORDER that can reasonable be defined as a municipal ministerial role.
- E. Indemnification by Consultant.** Subject to the limitation of liability provision above, the Consultant agrees to indemnify and hold the City harmless from any loss, damage, or cost, to the extent caused by the negligent acts, errors or omissions of the Consultant or its subconsultants.
- F. Indemnification by City.** The City agrees, to the fullest extent permitted by law, to indemnify

and hold the Consultant harmless from any loss, damage, or cost, to the extent caused by the negligent acts, errors or omissions of the City or its contractors, subcontractors or consultants or employees.

- G. Mutual Waiver of Consequential Damages.** To the fullest extent permitted by law, the Consultant and the City waive any and all claims against each other and their employees, consultants and subconsultants whether based on contract, indemnity, warranty, tort, strict liability or otherwise, for indirect, incidental, punitive, or consequential damages, including, without limitation, loss of use, profits, business, reputation or financing, and principal office overhead and expenses, in any way pertaining to or arising out of this Agreement or the Project.
- H. No Construction Phase Services.** If the Consultant is not authorized by a TASK ORDER to perform Services during the construction phase, if any, of the Project, the City is responsible for all services including, without limitation, observation of the construction Work (“Work”) and interpretation of the Contract Documents. The City shall defend, indemnify, and hold harmless the Consultant against all claims, losses, damages, injuries, and expenses arising out of or resulting from the performance of such services by City or others.
- I. Construction Phase Services.**
1. If the Services include construction phase Services, the Parties agree the Consultant shall not be responsible for:
 - a. any change in the responsibilities and liabilities of the Consultant based upon the terms of the General Conditions or other provisions in the agreement between the City and the construction contractor, unless this Agreement is amended in writing to reflect that change;
 - b. the contractor's construction means, methods, techniques, sequences, procedures, safety precautions, and any programs incidental thereto, which shall remain the sole responsibility of the contractor;
 - c. the contractor's failure to perform the Work in accordance with the Contract Documents;
 - d. acts or omissions of the contractor, its subcontractors or suppliers, or any other persons performing any of the Work.
 2. Observation of the Work of any contractor is for the purpose of becoming generally familiar with the progress and quality of the Work and to determine, in general, if the Work, when completed, will comply with the applicable Contract Documents. The Consultant will not be required to make exhaustive or continuous on-site observations. Based on the observations, the Consultant will endeavor to report to the City any detected deviations from the Contract Documents.
 3. The Consultant will not have the authority to stop the Work of a contractor.

4. If the Consultant is authorized to interpret and decide matters concerning the performance of any contractor or the requirements of the applicable Contract Documents, it shall not show partiality to the City or contractor and shall not be liable to either for interpretations and decisions rendered in good faith.
 5. The Consultant's approval of an application for payment submitted by a contractor shall mean that, to the best of the Consultant's knowledge and information, the Work has progressed to the point represented by the contractor and it appears to comply with applicable Contract Documents. The Consultant will not be required to perform a detailed audit of the application or determine how or for what purpose the contractor has used monies previously paid by the City.
 6. The Consultant will review any contractor submittals within a reasonable time, but only for the purpose of checking for conformance with the design concept expressed in the applicable Contract Documents. The Consultant shall not be responsible for approving or determining the accuracy or completeness of items that are the contractor's responsibility, such as dimensions, quantities, means, methods, techniques, sequences, safety precautions, and installation or performance of equipment or systems. Approval of an item shall not indicate approval of an assembly of which the item is a component. Any deviation from the Contract Documents contained in the submittal must be brought to the attention of the Consultant in writing by the contractor and approved by the City in a Change Order to the construction contract.
 7. When the Consultant includes a performance specification in its Instruments of Service, or a contractor has a design-build obligation with respect to a portion of the Project, the Consultant will be entitled to rely upon the services, certifications, and approvals performed or provided by design professionals employed by the contractor.
- J. Municipal Ministerial Services.** A TASK ORDER for the performance of a duty reasonably identified as a municipal ministerial function, including but not limited to, building inspection, permit issuance, plan review, will not create a higher standard of care for the Consultant than would ordinarily be assigned to the City. Consultant performing a municipal function is not a substitute for construction inspection, observation or properly sealed plans. Consultant's services are designed to protect the interests of the City and do not extend benefits to any third party, known or unknown.
- K. Delivery of Services.** Except as provided herein, the Services shall be carried to completion without undue interruption in accordance with the schedule in the TASK ORDER.
- L. Delay.** The Consultant shall not be responsible for a delay in the Project or performance of the Services when the delay is caused by the City, its employees, consultants or contractors, or

other circumstance beyond the reasonable control of Consultant including, without limitation, abnormal weather condition, flood, earthquake, fire, epidemic, war, riot, civil disturbance, terrorism, strike, lockout, work slowdown, and other labor disturbance, judicial restraint, and inability to procure permits, licenses, or authorization from any local, state, or federal agency.

- M. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Kansas, without regard to its principles of conflicts of laws.
- N. Opinions of Probable Costs and Schedule.** Opinions of the probable costs and schedule (prepared by the Consultant) are based on the Consultant's experience, qualifications, and judgment as a professional. Since the Consultant has no control over weather, cost and availability of labor, cost and availability of material and equipment, cost of fuel or other utilities, labor productivity, construction contractor's procedures and methods, unavoidable delays, construction contractor's methods of determining prices, economic conditions, government regulations and laws (including the interpretation thereof), competitive bidding or market conditions, and other factors affecting such estimates or projections, the Consultant cannot and does not guarantee that the actual rates, costs, quantities, performance, schedules, etc., will not vary significantly from the estimates and projections prepared by the Consultant. If the City desires more accurate estimates or projections, it should retain the services of a construction estimator and/or scheduler.
- O. Standard of Care.** Consultant shall perform its Services in accordance with the standard of care and skill ordinarily exercised under the same or similar circumstances by members of the profession of the Consultant. No warranty, expressed or implied, is included in this Agreement or in the Instruments of Service produced by Consultant.
- P. Compliance with Laws.** The Consultant agrees to comply with applicable federal, state, local laws, regulatory requirements, and codes. The Consultant shall procure the professional licenses necessary to allow Consultant to perform the Services. The City shall likewise comply with such laws to the extent applicable to the City's role and performance of this Agreement.
- Q. Accrual of Causes of Action.** Causes of action between the Parties shall accrue and applicable statutes of limitation shall commence to run on the earliest of the date the Services are substantially complete under this Agreement or the date as provided by law.
- R. Documents Prepared by Others.** The Consultant shall not be responsible for any plans, specifications, estimates, reports, surveys, tests, or other documents or instruments, or any part thereof, prepared by the City's other consultants.
- S. Recommendations of the Consultant.** If the City requires that any assembly, system, product, item of material, or design be included in any project without (or against) the Consultant's recommendation, the Consultant shall have no responsibility for such decision by the City or for

the performance of such those items, nor shall the Consultant be required to issue any opinion or certificate with respect to such items.

- T. Hazardous Materials.** The Consultant is not providing any service related to asbestos or hazardous or toxic materials. In the event Consultant or any other party encounters asbestos or hazardous or toxic materials at the Project, or should it become known in any way that such materials may be present at the Project or any adjacent areas that may affect the performance of the Services, the Consultant may, at its option and without liability for any damages, suspend performance of its Services until the City retains the appropriate specialist consultant(s) or contractor(s) to identify, abate, and/or remove the asbestos or hazardous or toxic materials, and verifies that the Project is in full compliance with applicable laws and regulations.
- U. Services in Progress.** Any Service performed by the Consultant shall not be deemed complete, nor may it be relied upon as complete, until final completion of the Project. Prior to that time, any information or Instruments of Service generated by the Consultant shall be considered as preliminary work in progress and subject to revision. The Consultant cannot guarantee the suitability of this information for anyone's purposes and shall have no liability or responsibility whatsoever for the use of such incomplete and preliminary information by the City or others.
- V. Betterment/Added Value.** If the Consultant negligently omits a required item or component of the Project from the construction documents, the City will be responsible for the amount it would have paid if the item had been included in the original design. In addition, the Consultant will not be responsible for any upgrade or enhancement of an item or component.
- W. Not a Municipal Advisor.** Consultant will not be acting as a fiduciary of the City and will not be serving as a "municipal advisor" to the City within the meaning of the Dodd–Frank Wall Street Reform and Consumer Protection Act and the rules and regulations of the United States Securities and Exchange Commission.
- X. Notices and Communications.** All notices and communications required by this Agreement shall be made in writing and delivered in person by overnight courier, or sent by certified or registered mail, return receipt requested, postage prepaid, to the respective Party at the following address:

City:

City of Edgerton

404 E Nelson, Edgerton, KS 66021

Attention: Beth Linn

Consultant:

George Butler Associates, Inc.

9801 Renner Boulevard

Lenexa, KS 66219-9745

Attention: Brad Burton, P.E.

SECTION 8 – DISPUTE RESOLUTION

- A. Direct Discussions.** The parties shall attempt to amicably resolve all disputes through direct discussion and negotiation between the designated representatives of each party. If that is unsuccessful, the dispute shall be submitted to the President, Chief Operating Officer, or equivalent position of the Consultant and the City for discussion as a condition precedent to litigation.
- B. Non-Binding Mediation.** If direct negotiation required by the preceding paragraph is not successful, the parties will submit any claim or dispute arising out of or related to this Agreement or the Project to non-binding mediation before a third-party mediator as a condition precedent to litigation. Unless the parties mutually agree otherwise, the mediation shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Each Party shall pay their own legal fees associated with the mediation, but shall equally share the mediator's fees. It is agreed that all contractors, design professionals, subcontractors, and consultants who are involved in, and potentially liable for any claim being asserted, may participate in the mediation.

SECTION 9 – OTHER PROVISIONS

- A. Facsimile or Electronic Signatures.** The Parties agree that a facsimile or electronic (PDF) copy of a signature to this Agreement shall be deemed to have the same force and effect as an original signature.
- B. Waiver.** A waiver by either the City or the Consultant of any breach of this Agreement shall not affect the waiving Party's rights with respect to any other or further breach.
- C. Severability.** The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void.

- D. Integration.** This Agreement and documents made a part hereof by reference represent the entire Agreement between the City and the Consultant. This supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this Agreement. If the City issues a purchase order or work order to the Consultant at any time, no preprinted terms thereon shall become part of this Agreement. Any purchase order or work order, whether or not signed by the Consultant will be for the sole purpose of facilitating the City's operations.
- E. Headings.** The headings of the sections and subparagraphs of this Agreement are inserted for the convenience of the Parties and are neither to be taken to any part of the provisions hereof nor to control nor affect their meaning, construction, or effect.
- F. Assignment.** Neither Party shall assign this Agreement or any rights or duties under the same without the prior written consent of the other Party. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement. Nothing contained in this Article shall prevent the Consultant from employing independent consultants, associates, and subcontractors to assist in the performance of the Services or from assigning any receivables to a third party.
- G. Third Parties.** Nothing in this Agreement shall be construed to provide any rights or benefits to anyone other than the City and the Consultant

IN WITNESS WHEREOF, City of Edgerton and George Butler Associates, Inc., by their authorized representatives, have hereunto subscribed their names this, 26 April 2016. Executed in duplicate with copies to the City and Consultant.

City

Consultant

City of Edgerton

George Butler Associates, Inc.

Beth Linn
City Administrator

Brad Burton, P.E.
Senior Associate

ATTEST:

City

City Clerk

Name

Title

I certify that sufficient funds of the City treasury have been appropriated and are otherwise unencumbered to meet the City's financial obligation under this Agreement.

Irene Eastwood

City Treasurer

Exhibit A – TASK ORDER

TASK ORDER NUMBER _____

This TASK ORDER is made as of this _____ day of _____, 20__, under the terms and conditions established in the MASTER SERVICE AGREEMENT, dated the 26th day of April, 2016, between the City of Edgerton, Kansas, (City) and George Butler Associates, Inc. (Consultant). This TASK ORDER is made for the following purpose, consistent with the purpose of the MASTER AGREEMENT and for the purpose of:

(Insert Project Description)

Section A. Scope of Service

1. The Consultant shall perform the following services:
 - a.
 - b.
 - c.
 - d.
2. The following services are not included in this TASK ORDER, but shall be provided as ADDITIONAL SERVICES if authorized by the City.
3. In conjunction with the performance of the foregoing SERVICES, Consultant shall provide the following submittals / deliverables to the City.

Section B. Schedule

Consultant shall perform the Services and deliver the related documents (if any) according to the following schedule:

Section C. Compensation

1. In return for the performance of the foregoing obligations, the City shall pay the Consultant the fee of \$_____, payable according to the Master Service Agreement.
2. The City shall pay the Consultant in accordance with the Schedule of Fees described in Exhibit B attached to the Master Agreement for all ADDITIONAL SERVICES described in Section A, 2 of this TASK ORDER.

Section D. City Responsibilities

The City is specifically requested to provide the following to facilitate the project described in this TASK ORDER.

IN WITNESS WHEREOF, the City Representative and the Consultant have executed this TASK ORDER.

City of Edgerton, Kansas (City)

By: _____

Name: _____

Title: _____

Date: _____

George Butler Associates, Inc.

By: _____

Name: _____

Title: _____

Date: _____

I certify that sufficient funds of the City treasury have been appropriated and are otherwise unencumbered to meet the City's financial obligation under this Agreement.

Irene Eastwood , City Treasurer

Exhibit B: Hourly Rate Schedule

Employment Classification	Hourly Rate	
Principal	\$ 265.00	
Senior Associate	215.00	
Associate	185.00	
Senior Architect / Civil Engineer / Specialist	150.00	
Senior Mechanical / Electrical Engineer	160.00	
Architect / Civil Engineer / Specialist 1	125.00	
Mechanical / Electrical Engineer 1	130.00	
Architect / Civil Engineer / Specialist 2	100.00	
Mechanical / Electrical Engineer 2	105.00	
Architect / Civil Engineer / Specialist 3	95.00	
Mechanical / Electrical Engineer 3	102.00	
Senior Arch / Civil / Specialist Technician	125.00	
Senior Mechanical / Electrical Technician	140.00	
Design Technician 1	95.00	
Design Technician 2	75.00	
Design Technician 3	65.00	
Senior Construction Observer	130.00	
Construction Observer 1	105.00	
Construction Observer 2	96.00	
Construction Observer 3	86.00	
Construction Observer 4	80.00	
Senior Field Technician	102.00	
Field Technician 1	85.00	
Field Technician 2	72.00	
Field Technician 3	58.00	
Administrative Assistant 1	87.00	
Administrative Assistant 2	65.00	
General Office 1	62.00	
General Office 2	52.00	
Senior Professional Land Surveyor	125.00	
Professional Land Surveyor	115.00	
Survey Technician 1	95.00	
Survey Technician 2	65.00	
Survey Technician 3	50.00	
2-Man Survey Party	160.00	
Equipment		
(CAD and Total Station Survey Equipment expenses are included in the above hourly rates unless otherwise stipulated by contract.)		
Global Positioning System Equipment	20.00	per hour
Real Time Kinematic Global Positioning System Equipment (RTK)	60.00	per hour
Nuclear Density/Soil Testing Equipment	50.00	per day
Traffic Counters	20.00	per day
Expenses		
Reimbursable expenses (travel, vehicle mileage, vehicle rental, printing and plotting, subsistence, long distance telephone, etc.) incurred will be charged at cost plus 10% to cover administrative overhead.		
The following items will be charged as shown:		
Company Survey Vehicles	0.77	per mile
Company Pick-up Truck	0.57	per mile
Personal and Company Cars	0.57	per mile
Effective Date: July 1, 2015		

AGENDA ITEM INFORMATION FORM

Agenda Item: Consider Resolution No. 05-12-16C Approving A Five-Year City/County Street Improvement Program

Department: Public Works

Background/Description of Item: Each year, the cities in Johnson County are invited to submit projects to be considered for the five-year city/county street improvement program through the County Assistance Road System (CARS) program. The CARS program provides funds to the cities of Johnson County to construct and maintain their major arterials.

Using a scoring system, Johnson County selects projects and allocates funds. The County pays 50% of the project's construction and construction inspection costs. Cities are responsible for design, right-of-way, and utility relocation costs. Types of projects eligible for the CARS program are: Capacity Improvements (additional lanes), Major Maintenance (overlays, patching), System Management (intersection improvements, traffic signals, turn lanes), Bridges (replacement or rehabilitation), and Route Enhancements (sidewalks, bike paths, lights.)

The City of Edgerton has submitted three projects listed below to be considered in the CARS 2017-2021 program.

2017: Nelson Street adjacent to the Quiet Zone

2018: 4th Street and Nelson Intersection Improvements

2020: 207th Street Grade Separation

As part of the submittal, each city is required to submit a resolution of support approved by the Governing Body. Unfortunately, the timing of the submittal comes prior to the city's annual CIP work session, to be held May 19th. However, to insure consideration of the projects staff would recommend the City Council approve the resolution. Only the projects slated for 2017 are programmed. The other projects (4th Street/Nelson and 207th Grade Separation) will still allow for modifications to project scope and cost.

Please find enclosed with the packet draft Resolution No. 05-12-16B, map of the location of all three projects and CARS Form A including the project details and supporting maps. For 2017, the CARS program, if the project is approved, would pay for 50% of the construction costs at \$97,800. The City would be responsible for the remaining costs at \$146,700. If the project is awarded funding in the 2017 CARS program, staff will work with Governing Body to identify a funding source for the City's match through the capital improvement work session and annual budget process. Additionally, the other projects will be discussed during the CIP work session as well.

City Attorney has reviewed and approved Resolution No. 05-12-16C.

Enclosure: Draft Resolution No. 05-12-16C
Map of Projects
CARS Form A and additional project details

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

Recommendation: Approve Resolution No. 05-12-16C Approving A Five-Year City/County Street Improvement Program

Funding Source: Capital Improvement Fund

Prepared by: Beth Linn, City Administrator
Date: May 9, 2016

RESOLUTION NO. 05-12-16C

A RESOLUTION APPROVING A FIVE-YEAR CITY/COUNTY STREET IMPROVEMENT PROGRAM

WHEREAS, the City is desirous of obtaining County funds for certain street improvement projects within the City; and

WHEREAS, in order to have projects considered for the 2017-2021 CARS Program by the Johnson County Board of Commissioners, the Governing Body must submit a written five-year road improvement program request; and

WHEREAS, all requests must be accompanied by a resolution which provides that included projects have been reviewed and approved by the Governing Body.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF EDGERTON, KANSAS, that the attached Five-Year City/County Street Improvement Program has been reviewed and approved for submittal to the Johnson County Board of Commissioners as the City's 2017-2021 CARS Program request. This Resolution will become effective upon its adoption by the Governing Body.

ADOPTED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR OF THE CITY OF EDGERTON, KANSAS ON THE 12th DAY OF MAY 2016.

ATTEST:

CITY OF EDGERTON, KANSAS

Janeice Rawles, City Clerk

By: _____
Donald Roberts, Mayor

APPROVED AS TO FORM:

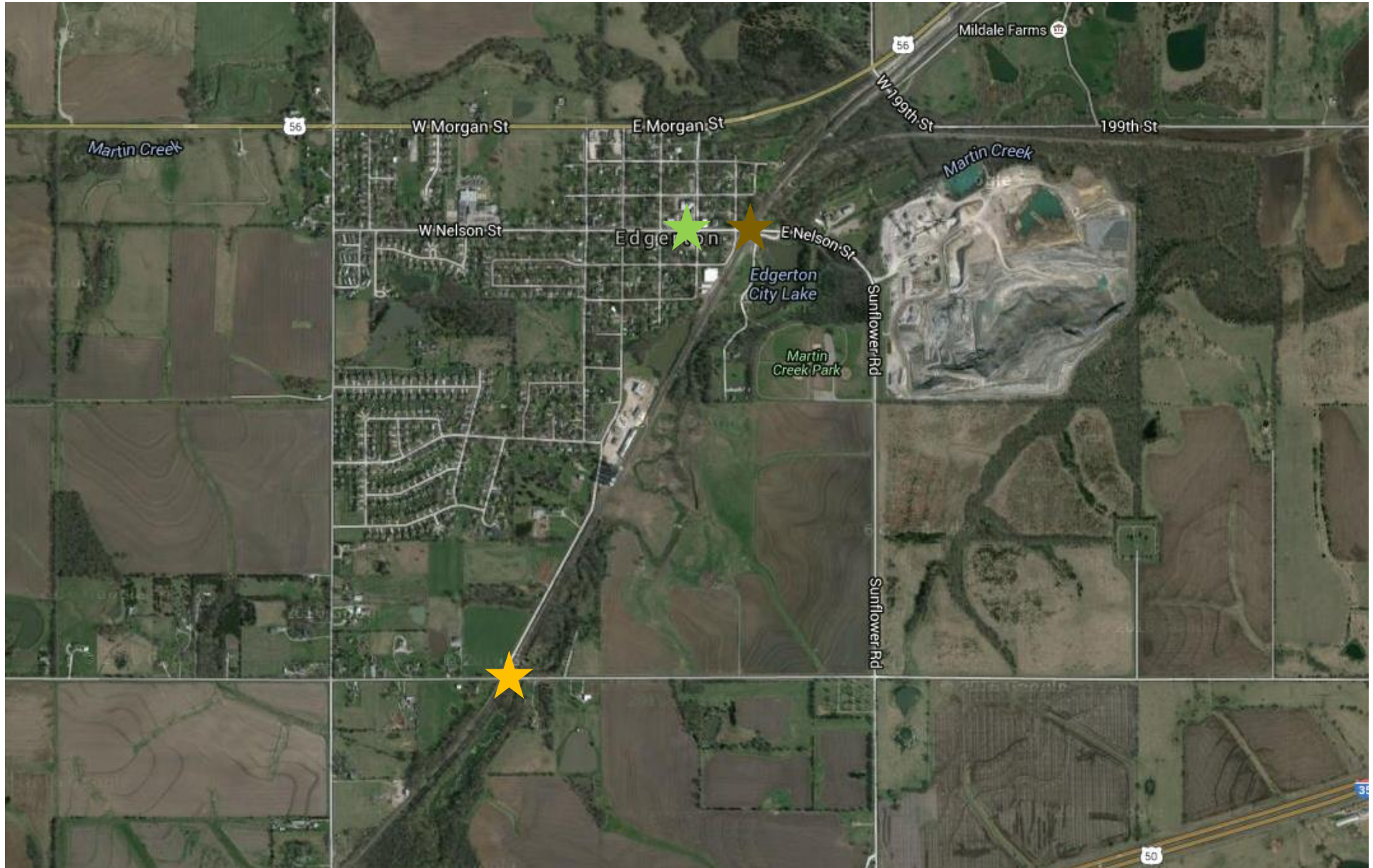
Patrick G. Reavey, City Attorney

City of Edgerton 2017-2021 CARS Project Applications

★ 2017

★ 2018

★ 2020



CARS Form A
2017--2021 Project Application for the
County Assistance Road System (CARS) Program

Submit one form for each project. Make copies of this form as needed.

Complete & Return **by April 14, 2016**

Submitting City: City of Edgerton Number 1 Priority (Y/N) Y

Project Location: Nelson Street at BNSF Railroad Tracks/Quiet Zone

Joint Project With: N/A Administrating City: City of Edgerton

Contact Name & Title: Trey Whitaker, Public Works Superintendent County Commission District(s): 6

Estimated Project Schedule: Start Date (mm/yy): 06/17 Completion Date (mm/yy): 10/17

Current Average Daily Traffic (ADT): 2275 Accident History (Prior 3 Years):

Project Type: ☐ Capacity ☒ Major Maintenance ☐ Bridge Replacement
☐ Bridge Rehabilitation ☐ Route Enhancement ☐ System Management

Current Level of Service (LOS) [System Management Projects Only]: N/A

Sufficiency Rating (Bridge Projects): N/A Pavement Condition: Good ☐ Fair ☐ Poor ☒

Detailed Description of Existing Facility:

E Nelson St is currently asphalt pavement, as well as being a truck route for the quarry to the east, many of the trucks hauling materials from quarry use this route to access Highway 56. This section of roadway has multiple areas of failing pavement and shoving or sinking curb/gutter. Additionally the sidewalk needs to be brought into ADA compliance, address the lack of connectivity and repair and/or replace the deteriorated sections.

Detailed Description of Project Scope:

This project would remove the existing asphalt pavement and replace the intersection and both quiet zones with concrete pavement. The concrete pavement will better handle the high volume of haul truck traffic that travels this route. Additionally this project would address deteriorated curb and gutter, concrete flumes, sidewalk and ADA ramps/compliance.

Project Cost Information *

1. Design Cost:	\$ 48,900.00
2. Right-of-way acquisition cost:	
3. Utility relocation Cost:	
4. Construction cost:	\$ 195,600.00
5. Construction engineering cost:	\$ 0.00
Total project cost:	\$ 244,500.00

Calculation of CARS Eligible costs:

A. Sum item # 4 & 5 above	(+)	\$ 195,600.00
B. Federal Aid Participation	(-)	\$ 0.00
C. State Aid Participation	(-)	\$ 0.00
D. Other Non-local Participation	(-)	
Subtotal (CARS eligible costs)		\$ 195,600.00
CARS Funding request		\$ 97,800.00

(Request cannot exceed 50% of the CARS eligible costs)

Funding participation by other cities:




City Name:	<u>N/A</u>	Funding:	<u></u>
City Name:	<u>N/A</u>	Funding:	<u></u>

*Program policies require that a licensed professional engineer prepare and seal construction cost estimates for upcoming fiscal year projects (i.e., 2017 Program Projects). A copy of the sealed estimates **must** be furnished for all 2017 CARS Program requests.

5th Street

Nelson St.



-  Intersection Improvements
-  Nelson Improvements (West of RR)
-  Nelson Improvements (East of RR)

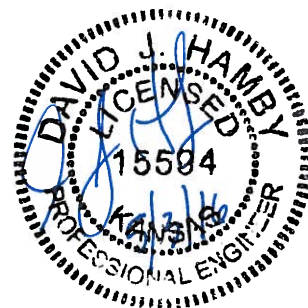
Nelson Street Improvements (at Railroad Crossing) Preliminary Engineering Report

These improvements will reconstruct the pavement on Nelson Street in Edgerton, a major Johnson County vehicle and truck route. Westbound loaded rock trucks leaving the Mid-States Materials rock quarry, located approximately a quarter mile east of the railroad, have applied industrial intensity wheel loads and wheel load repetitions on Nelson Street. The recently installed quiet zone improvements in the vicinity of the railroad and 5th Street have concentrated these industrial intensity wheel loads and load repetitions to an 11 foot wide pavement section. The combination of concentrated large industrial wheel loads and repetitions has caused the existing Nelson Street pavement to fail within the project limits.

The economy of Edgerton and southeast Johnson County will be negatively affected if this part of Nelson Street is unusable. To remedy this situation the City of Edgerton proposes to reconstruct 115 feet of Nelson Street east of the railroad, Nelson Street between the railroad and 5th Street and the intersection of Nelson and 5th Street with 8 inches of non-reinforced dowel jointed KCMMB Portland cement concrete pavement with curb and gutter. Concrete flumes will be constructed west of the railroad to remove stormwater from the pavement. A sidewalk will be constructed on the south side of Nelson Street west of the railroad. Accessible ramps, complying the US Department of Justice Americans with Disabilities Act Guidelines, will be constructed in each of the intersection quadrants at the 5th and Nelson intersection.

Railroad construction permits will be secured prior to construction. Temporary erosion control will be provided in compliance with the NPDES Notice of Intent to comply with the Kansas Construction General Permit that will be filed with the KDHE.

The estimated construction cost is \$195,600 with an estimated project cost of \$244,500.



Opinion of Probable Costs (November 2, 2015)
 BG Proj. Number: 15-1021L

Nelson Street Improvements
 Edgerton, Kansas

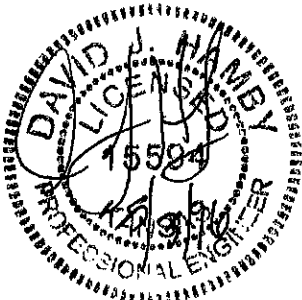
Item #	Description	Quantity	Unit	Unit Price	Total Price
5th Street Intersection Improvements					
1.	Contractor Construction Staking	1	LS	\$ 750.00	\$ 750.00
2.	Mobilization	1	LS	\$ 5,200.00	\$ 5,200.00
3.	Clearing and Grubbing	1	LS	\$ 1,500.00	\$ 1,500.00
4.	Permanent Signing	1	LS	\$ 750.00	\$ 750.00
5.	Temporary Erosion Control	1	LS	\$ 750.00	\$ 750.00
6.	Traffic Control	1	LS	\$ 1,500.00	\$ 1,500.00
7.	Seeding, Fertilizing and Mulching	1	LS	\$ 500.00	\$ 500.00
2.	Rock Excavation (Pavement Removal)	110	CY	\$ 20.00	\$ 2,200.00
3.	Concrete Pavement (8" NRDJ)(KCMMB)	230	SY	\$ 50.00	\$ 11,500.00
4.	Aggregate Base (AB-3)(6")	510	SY	\$ 10.00	\$ 5,100.00
5.	Curb and Gutter, Combined (AE)	180	LF	\$ 25.00	\$ 4,500.00
6.	Concrete Pavement (8" Uniform)(AE)(Aprons)	240	SY	\$ 50.00	\$ 12,000.00
7.	Sidewalk Construction (4")(AE)	40	SY	\$ 30.00	\$ 1,200.00
8.	Sidewalk Ramp (AE)	40	SY	\$ 140.00	\$ 5,600.00
Construction Subtotal =					\$ 53,050.00
+20% Construction Contingency =					\$ 10,610.00
Construction Total =					\$ 63,660.00
+25% Engineering, Inspection, Admin. =					\$ 15,915.00
Project Total =					\$ 79,575.00

Nelson Street Improvements (West of RR)

1.	Contractor Construction Staking	1	LS	\$ 1,000.00	\$ 1,000.00
2.	Mobilization	1	LS	\$ 6,000.00	\$ 6,000.00
3.	Clearing and Grubbing	1	LS	\$ 2,000.00	\$ 2,000.00
4.	Permanent Signing	1	LS	\$ 500.00	\$ 500.00
5.	Temporary Erosion Control	1	LS	\$ 850.00	\$ 850.00
6.	Traffic Control	1	LS	\$ 2,000.00	\$ 2,000.00
7.	Seeding, Fertilizing and Mulching	1	LS	\$ 750.00	\$ 750.00
8.	Rock Excavation (Pavement Removal)	90	CY	\$ 20.00	\$ 1,800.00
9.	Common Excavation (Sidewalk)	10	CY	\$ 5.00	\$ 50.00
10.	Concrete Pavement (8" NRDJ)(KCMMB)	350	SY	\$ 50.00	\$ 17,500.00
11.	Aggregate Base (AB-3)(6")	400	SY	\$ 10.00	\$ 4,000.00
12.	Curb and Gutter, Combined (AE)	230	LF	\$ 25.00	\$ 5,750.00
13.	Sidewalk Construction (4")(AE)	60	SY	\$ 30.00	\$ 1,800.00
14.	Sidewalk Ramp (AE)	10	SY	\$ 140.00	\$ 1,400.00
15.	Concrete Flumes	2	EA	\$ 1,100.00	\$ 2,200.00
16.	Railway Flagger	3	Daily	\$ 5,000.00	\$ 15,000.00
Construction Subtotal =					\$ 62,600.00
+20% Construction Contingency =					\$ 12,520.00
Construction Total =					\$ 75,120.00
+25% Engineering, Inspection, Admin. =					\$ 18,780.00
Project Total =					\$ 93,900.00

Nelson Street Improvements (East of RR)

1.	Contractor Construction Staking	1	LS	\$ 750.00	\$ 750.00
2.	Mobilization	1	LS	\$ 4,500.00	\$ 4,500.00
3.	Clearing and Grubbing	1	LS	\$ 1,500.00	\$ 1,500.00
4.	Permanent Signing	1	LS	\$ 850.00	\$ 850.00
5.	Temporary Erosion Control	1	LS	\$ 750.00	\$ 750.00
6.	Traffic Control	1	LS	\$ 1,500.00	\$ 1,500.00
7.	Seeding, Fertilizing and Mulching	1	LS	\$ 500.00	\$ 500.00
8.	Rock Excavation (Pavement Removal)	80	CY	\$ 20.00	\$ 1,600.00
9.	Concrete Pavement (8" NRDJ)(KCMMB)	340	SY	\$ 50.00	\$ 17,000.00
10.	Aggregate Base (AB-3)(6")	340	SY	\$ 10.00	\$ 3,400.00
11.	Railway Flagger	3	Daily	\$ 5,000.00	\$ 15,000.00
Construction Subtotal =					\$ 47,350.00
+20% Construction Contingency =					\$ 9,470.00
Construction Total =					\$ 56,820.00
+25% Engineering, Inspection, Admin. =					\$ 14,205.00
Project Total =					\$ 71,025.00



CARS Form A
2017--2021 Project Application for the
County Assistance Road System (CARS) Program

Submit one form for each project. Make copies of this form as needed.

*Complete & Return **by April 14, 2016***

Submitting City: City of Edgerton, KS **Number 1 Priority (Y/N)** Y

Project Location: 4th Street and Nelson Street Intersection

Joint Project With: _____ **Administrating City:** City of Edgerton

Contact Name & Title: Trey Whitaker, Public Works Superintendent **County Commission District(s)#:** 6

Estimated Project Schedule: Start Date (mm/yy): 06/18 **Completion Date (mm/yy):** 12/18

Current Average Daily Traffic (ADT): 2275 **Accident History (Prior 3 Years):** _____

Project Type: ☐ **Capacity** ☒ **Major Maintenance** ☐ **Bridge Replacement**
☐ **Bridge Rehabilitation** ☐ **Route Enhancement** ☐ **System Management**

Current Level of Service (LOS) [System Management Projects Only]: _____

Sufficiency Rating (Bridge Projects): _____ **Pavement Condition:** Good ☐ Fair ☒ Poor ☐

Detailed Description of Existing Facility:

The intersection of 4th Street and Nelson Street in Edgerton is currently asphalt pavement. Both Nelson Street and 4th Street east of Nelson are truck routes. This intersection is just north of Edgerton Quarry. Many of the trucks hauling materials from the quarry going north and west use this route to access Highway 56. The roadway/intersection pavement is beginning to fail and has been shovled in several areas. Additionally, this corner sees a lot of pedestrian traffic as it includes City Hall, Post Office, local Bank and Johnson County Library.

Detailed Description of Project Scope:

This project would remove the existing asphalt pavement and replace all four legs of the intersection (plus Nelson/4th St) with concrete pavement. Use of concrete pavement would better accommodate the volume of large trucks on this route and particularly their turning movements from Nelson Street to 4th Street. The project would evaluate the use of traffic calming measures such as curb bump-outs or pavement markings to encourage traffic to obey posted speed limits and be aware of pedestrians walking in downtown.

Project Cost Information *

1. Design Cost:	\$ 79,798.50
2. Right-of-way acquisition cost:	
3. Utility relocation Cost:	
4. Construction cost:	\$ 319,194.00
5. Construction engineering cost:	
Total project cost:	\$ 398,992.50

Calculation of CARS Eligible costs:

A. Sum item # 4 & 5 above	(+)	\$ 319,194.00
B. Federal Aid Participation	(-)	\$ 0.00
C. State Aid Participation	(-)	\$ 0.00
D. Other Non-local Participation	(-)	
Subtotal (CARS eligible costs)		\$ 319,194.00
CARS Funding request		\$ 159,597.00
(Request cannot exceed 50% of the CARS eligible costs)		

Funding participation by other cities:

City Name:		Funding:	
City Name:		Funding:	

*Program policies require that a licensed professional engineer prepare and seal construction cost estimates for upcoming fiscal year projects (i.e., 2017 Program Projects). A copy of the sealed estimates **must** be furnished for all 2017 CARS Program requests.

CARS Form A
2017--2021 Project Application for the
County Assistance Road System (CARS) Program

Submit one form for each project. Make copies of this form as needed.

Complete & Return by April 14, 2016

Submitting City: City of Edgerton **Number 1 Priority (Y/N)** Y

Project Location: 207th Street and Co-Op Road (2nd Street)

Joint Project With: _____ **Administrating City:** City of Edgerton, KS

Contact Name & Title: Trey Whitaker, Public Work Superintendent **County Commission District(s)#:** 6

Estimated Project Schedule: Start Date (mm/yy): 01/20 **Completion Date (mm/yy):** 12/20

Current Average Daily Traffic (ADT): see map **Accident History (Prior 3 Years):** 0

Project Type: ☒ **Capacity** ☐ **Major Maintenance** ☐ **Bridge Replacement**
☐ **Bridge Rehabilitation** ☐ **Route Enhancement** ☐ **System Management**

Current Level of Service (LOS) [System Management Projects Only]: _____

Sufficiency Rating (Bridge Projects): _____ **Pavement Condition:** Good ☐ Fair ☒ Poor ☐

Detailed Description of Existing Facility:

Today, 207th St and Co-op Rd is an at-grade, skewed intersection. Just east of this intersection is a crossing of the BNSF Transcon Railway and a creek. Both 207th St and Co-op Rd are truck routes. The 207th RR crossing is one of three crossings within approx 7,000 feet. This is shorter than nearly all intermodal trains (12,000 ft). If an intermodal train malfunctions or is delayed blocking the three crossings simultaneously, public safety vehicles (police, fire, ems) cannot access the Edgerton residential population from I-35. Often this blockage is not known until the vehicles arrive. The detour (either Gardner or Wellsville) is 13 miles drastically affecting response times.

Detailed Description of Project Scope:

The 207th Street Grade Separation project would construct a new bridge for 207th St over the BNSF Railway and the creek. It would also include improvements to the intersection of 207th St and Co-op Rd to improve the angle/method of intersection. Constructing this grade separation would allow continuous flow of traffic, particularly public safety response vehicles, to Edgerton from Interstate 35 regardless of any delay or blocking of the railroad crossing. The project would include amenities in the grade separations for bicycle and pedestrians as well.

Project Cost Information *

1. Design Cost:	\$ 1,500,000.00
2. Right-of-way acquisition cost:	\$ 500,000.00
3. Utility relocation Cost:	\$ 250,000.00
4. Construction cost:	\$ 12,000,000.00
5. Construction engineering cost:	\$ 750,000.00
Total project cost:	\$ 15,000,000.00

Calculation of CARS Eligible costs:

A. Sum item # 4 & 5 above	(+)	\$ 12,750,000.00
B. Federal Aid Participation	(-)	\$ 1,000,000.00
C. State Aid Participation	(-)	\$ 0.00
D. Other Non-local Participation	(-)	\$ 0.00
Subtotal (CARS eligible costs)		\$ 11,750,000.00
CARS Funding request		\$ 1,000,000.00
(Request cannot exceed 50% of the CARS eligible costs)		

Funding participation by other cities:

City Name:	<u>N/A</u>	Funding:	_____
City Name:	_____	Funding:	_____

*Program policies require that a licensed professional engineer prepare and seal construction cost estimates for upcoming fiscal year projects (i.e., 2017 Program Projects). A copy of the sealed estimates **must** be furnished for all 2017 CARS Program requests.

Traffic Counts (both directions) at 207th Street and Co-op Road



City of Edgerton Railroad Crossings

