

**EDGERTON CITY COUNCIL
MEETING AGENDA
CITY HALL, 404 EAST NELSON STREET
FEBRUARY 8, 2018
7:00 P.M.**

Call to Order

1. **Roll Call** ___ Roberts ___ Longanecker ___ Brown ___ Crist ___ Conus ___ Lewis
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 Minutes

Regular Agenda

6. **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.

7. **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

8. **CONSIDER AN AGREEMENT WITH JOHNSON COUNTY, KANSAS, AND THE CITY OF EDGERTON, KANSAS, FOR THE INSTALLATION OF A HIGH-SPEED INTERNET ANTENNA AND MOUNT INSTALLATION AT THE BANK OF KNOWLEDGE**

Motion: _____ Second: _____ Vote: _____

9. **CONSIDER AN AGREEMENT BETWEEN JOHNSON COUNTY, KANSAS, AND THE CITY OF EDGERTON, KANSAS, FOR THE PUBLIC IMPROVEMENT OF NELSON STREET & EAST 4TH STREET (INCLUDING THE INTERSECTION)**

Motion: _____ Second: _____ Vote: _____

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

Motion: _____ Second: _____ Vote: _____

11. CONSIDER AN AGREEMENT WITH CANDID MARKETING + COMMUNICATIONS FOR MARKETING, GRAPHIC DESIGN AND PUBLIC RELATIONS SERVICES FOR 2018

Motion: _____ Second: _____ Vote: _____

12. Report by the City Administrator

13. Report by the Mayor

14. Future Meeting/Event Reminders:

- February 13th 7:00 PM – Planning Commission Meeting
- February 15th 6:00 PM – State of the City
- February 19th – City Offices Closed in observance of Presidents' Day
- February 21st Noon – Senior Lunch
- February 22nd 7:00 PM – City Council Meeting

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

AGENDA ITEM INFORMATION FORM

Agenda Item: Consider Approving An Agreement With Johnson County, Kansas, And The City Of Edgerton, Kansas, For The Installation Of A High-Speed Internet Antenna And Mount Installation At The Bank Of Knowledge

Department: Facilities

Background/Description of Item:

The City of Edgerton leases the Bank of Knowledge at 319 E. Nelson Street, Edgerton, Kansas 66021, to the Board of Directors of the Johnson County Library. This is the site of the Edgerton Library branch and the facility is operated by the Library.

The Edgerton Library experiences inadequate internet speeds and access at this facility. The Johnson County Library is requesting that this be remedied by the installation of a High-Speed Internet Antenna and Mount Installation at the location. The installation of the equipment will be mounted to the roof and the mount will be approximately three-feet (3') square and a mast that is sixty inches (60") in height, this will be installed on the west side of the of the building, roof mounting.

Plans have been provided to the City for the specific System Improvements and Specifications. Johnson County will pay all cost associated with the installation and routine maintenance of the system. Johnson County will be solely responsible for the cost of replacement, repair, or any necessary upgrade of and to the system. Neither the City of Edgerton or Johnson County shall be liable for any consequential damages to the other if the System is damaged or not functioning.

This system shall be owned by the Board of Directors of the Johnson County Library, in the event that the System should be removed from the facility, Johnson County will/shall do so at its own cost and the restoration of the premises shall be restored to acceptable condition. Johnson County will hold the City harmless from an against all losses, claims and liabilities.

Staff agrees that the improvement of the internet speeds and access for the patrons will greatly benefit the residents and community. Staff is agreeable to authorizing Johnson County to install the Antenna, Mount and Supporting Equipment on the facility subject to approval of the City Council.

City Attorney has reviewed and approved the attached Draft Agreement.

Enclosure: Draft Agreement with Johnson County Library Board of Directors

Recommendation: Approve the Agreement with the Johnson County for the installation of a High-Speed Internet Antenna and Mount at the Edgerton Library (Bank of Knowledge)

Funding Source: NA

Prepared by: Trey Whitaker, Public Works Superintendent
Date: February 5, 2018

**AGREEMENT FOR HIGH SPEED INTERNET
ANTENNA AND MOUNT INSTALLATION**

THIS AGREEMENT is made and entered into this ____ day of _____, 2017, by and between the CITY OF EDGERTON, KANSAS (“the City”) and the BOARD OF DIRECTORS OF THE JOHNSON COUNTY LIBRARY (“the Library”).

RECITALS

- A. The Library leases from the City certain real estate located at 319 E. Nelson Street, Edgerton, Kansas 66021 pursuant to a written lease (the “Lease”) out of which the Edgerton Library branch facility is operated (the “Facility”).
- B. The Library experiences inadequate internet speeds and access at the Facility and wishes to improve them for patrons and staff at the Facility.
- C. The Library wishes to install an antenna (“Antenna”) to the roof with a non-penetrating mount system (“Mount”) and accompanying supporting materials and equipment (“Supporting Equipment”) (collectively “System”). The Antenna and Mount will be approximately three-feet (3’) square with a mast that is sixty inches (60”) in height.
- D. The City agrees that the improvement of internet speeds and access for patrons will greatly benefit city residents who utilize the Facility. The City is agreeable to authorizing the Library to install the Antenna, Mount and the Supporting Equipment on the Facility roof subject to the conditions below to allow for such improved service.

AGREEMENT

The City and the Library agree as follows:

- 1. **PLANS AND SPECIFICATIONS.** The Library has provided the City with its plans for the System’s improvements and specifications, including plans for the installation of the Antenna and Mount on the Facility roof’s west side (“Plans and Specifications”).
- 2. **INSTALLATION OF SYSTEM.** The Library shall take the following actions to install the System according to the Plans and Specifications (collectively “Installation”):
 - a. Deliver Antenna, Mount, and Supporting Equipment to the Facility and place in locations appropriate for Installation;

- b. Place and secure mat with concrete blocks in location of Mount attachment to Facility roof for protection of Facility roof;
 - c. Attach the Mount to the Facility roof on top of the protective mat;
 - d. Secure Antenna to Mount;
 - e. Affix conduit casing for wires to the Facility's west exterior wall, running from the Facility roof toward the ground;
 - f. Drill a hole not greater than one inch (1") in diameter through the Facility's west exterior wall, near the back side of the Facility;
 - g. Drive a ground rod into the earth near the Facility's exterior; and
 - h. Restore the Facility premises and grounds to acceptable condition upon completion of Installation.
3. NOTICE OF INSTALLATION. The Library hereby agrees to provide notice of Installation to the City at least forty eight (48) hours prior to the start of Installation so that the City has the opportunity to oversee the same.
4. PERMISSION TO COMPLETE INSTALLATION. The City hereby permits the Library to complete Installation at the Facility in accordance with the Plans and Specifications. The City grants the Library access to Facility premises to start and finish Installation. The Library agrees that any changes pertaining to the Plans and Specifications, including the location of installation of any aspect of this project, will be reviewed by the City and actions outside those described in the original Plans and Specifications shall not be undertaken without the City's consent.
5. INSTALLATION AND MAINTENANCE COSTS; COSTS OF REPAIR OR UPGRADE; RESPONSIBILITY FOR DAMAGE. The Library shall pay all costs associated with Installation and routine maintenance of the System. The Library shall be solely responsible for the cost of replacement, repair, or upgrade of the System. Neither the City nor the Library shall be liable for any consequential damages to the other if the System is damaged or not functioning.
6. OWNERSHIP. The Library shall own the System following Installation. In the event the System should be removed from the facility, the Library shall do so at its own cost and keep the System in the Library's possession, and shall restore the premises and grounds to an acceptable condition.
7. THIS AGREEMENT CONTINUES IN FORCE AND EFFECT SO LONG AS THE LEASE IS IN FORCE AND EFFECT. This Agreement shall continue in force and effect so long as the Lease is in force and effect.

8. INDEMNITY. The Library shall indemnify, defend and hold the City harmless from and against all losses, claims and liabilities (including reasonable attorneys' fees and costs) incurred by the City and arising from (a) Library's use of the of the Facility for this installation, (b) any activity, work or things done, permitted or suffered, in or about the Facility, relating to that Installation and (c) and breach or default, or negligence or willful misconduct in the performance of any obligation to be performed under the terms of this Agreement.

9. ASSIGNMENT. The Library shall not assign this lease, nor sublet or license any portion of the Facility or the Installation without the prior, written consent of the City.

IN WITNESS WHEREOF, the above and foregoing Agreement has been executed by the parties hereto.

CITY OF EDGERTON, KANSAS

By: _____
Donald Roberts, Mayor

ATTEST:

Janeice Rawles, City Clerk

**BOARD OF DIRECTORS OF THE
JOHNSON COUNTY LIBRARY**

By _____
Nancy Hupp, Chair

AGENDA ITEM INFORMATION FORM

Agenda Item: Consider An Agreement between Johnson County, Kansas, and the City of Edgerton, Kansas, for the Public Improvement of Nelson Street & East 4th Street (including the intersection)

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.

On May 12, 2016, Edgerton City Council approved Resolution No. 05-11-16C approving the five-year City/County Street Improvement Program 2017-2021. For 2017 the City of Edgerton submitted the Nelson Street Road Improvement Project (adjacent to the Quiet Zone), completed in October 2017. For 2018 the City submitted Nelson Street & 4th Street (including the intersection) Improvement Project.

The CARS 2018 Nelson Street Improvement project will remove the existing asphalt roadway and replace it with concrete, remove and replace the existing curb and gutter, reconfigure the pedestrian sidewalk system, and add new design standards as outlined by the Downtown Edgerton Plan, once approved by City Council.

This project was approved as a 2018 CARS project. Staff recommends using BG Consultants to complete the design plans for the project once the intersection configuration for 4th and Nelson is approved by City Council, as part of the PSP Downtown Edgerton Plan. Once design plans are complete, staff will seek concurrence to bid with construction completion expected by fall 2018.

Please find enclosed with the packet the draft Agreement with Johnson County for the Nelson Street Road Improvements generally from East 5th Street to East 4th Street, including the intersection at East 4th St, East 4th Street generally from East Nelson Street to East Hulett Street.

City Attorney has reviewed the enclosed Agreement. City Attorney has recommended a few proposed changes and as such staff has advised the County of the proposed changes. Due to the 2018 CARS program already in progress, the County is unable to make the requested changes at this time. Johnson County has indicated they will take the requested changes under consideration for the upcoming agreement revision.

Enclosure: Draft Agreement with Johnson County for Public

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

Recommendation: Approve An Agreement between Johnson County, Kansas, and the City of Edgerton, Kansas, for the Public Improvement of Nelson Street & East 4th Street (including the intersection).

Funding Source: Capital Improvement Fund

Prepared by: Trey Whitaker, Public Works Superintendent
Date: February 2, 2018

**Agreement between Johnson County, Kansas,
and the City of Edgerton, Kansas, for the Public Improvement of
4th Street and Nelson Street Intersection
(320001163)**

THIS AGREEMENT, made and entered into this _____ day of _____, 2018 by and between the Board of County Commissioners of Johnson County, Kansas ("Board") and the City of Edgerton, Kansas, ("City").

WITNESSETH:

WHEREAS, the parties have determined that it is in the best interests of the general public in making certain public improvements to 4th Street and Nelson Street Intersection (the "Project"); and

WHEREAS, the laws of the State of Kansas authorize the parties to this Agreement to cooperate in undertaking the Project; and

WHEREAS, the governing bodies of each of the parties have determined to enter into this Agreement for the purpose of undertaking the Project, pursuant to K.S.A. 12-2908 and K.S.A. 68-169, and amendments thereto; and

WHEREAS, the Project has been approved, authorized, and budgeted by the Board as an eligible project under the County Assistance Road System ("CARS") Program; and

WHEREAS, the Board has, by County Resolution No. 106-90, authorized its Chairman to execute any and all Agreements for County participation in any CARS Program project which has been approved and authorized pursuant to the Policies and Guidelines adopted by the Board and for which funding has been authorized and budgeted therefore; and

WHEREAS, the governing body of the City did approve and authorize its Mayor to execute this Agreement by official vote on the _____ day of _____, 2018.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, and for other good and valuable consideration, the parties agree as follows:

1. **Purpose of Agreement.** The parties enter into this Agreement for the purpose of undertaking the Project to assure a more adequate, safe and integrated roadway network in the developing and incorporated areas of Johnson County, Kansas.

2. **Estimated Cost and Funding of Project**

a. The estimated cost of the Project (“Project Costs”), a portion of which is reimbursable under this Agreement, is Five Hundred Six Thousand Dollars (\$506,000).

b. Project Costs include necessary costs and expenses of labor and material used in the construction of the Project and construction inspection and staking for the Project.

c. The Project Costs shall be allocated between the parties as follows:

i. The Board shall provide financial assistance for the Project in an amount up to but not exceeding Fifty Percent (50%) of the Project Costs. However, the Board's financial obligation under this Agreement shall be limited to an amount not to exceed Two Hundred Three Thousand Dollars (\$203,000). For purposes of this Agreement, Project Costs shall not include any portion of costs which are to be paid by or on behalf of any state or federal governmental entity or for which the City may be reimbursed through any source other than the general residents or taxpayers of the City. Further, it is understood and agreed by the parties hereto that the Board shall not participate in, nor pay any portion of, the Costs incurred for or related to the following:

1. Land acquisition, right-of-way acquisition, or utility relocation;
2. Legal fees and expenses, design engineering services, Project administration, or financing costs;

3. Taxes, licensing or permit fees, title reports, insurance premiums, exactions, recording fees, or similar charges;
4. Project overruns;
5. Project scope modifications or major change orders which are not separately and specifically approved and authorized by the Board; and;
6. Minor change orders which are not separately and specifically approved and authorized by the Director of Public Works & Infrastructure of Johnson County, Kansas ("Public Works Director"). Minor change orders are those which do not significantly alter the scope of the Project and which are consistent with the CARS Program Policies and Guidelines and administrative procedures thereto adopted by the Board.

It is further understood and agreed that notwithstanding the designated amount of any expenditure authorization or fund appropriation, the Board shall only be obligated to pay for the authorized percentage of actual construction costs incurred or expended for the Project under appropriate, publicly bid, construction contracts. The Board will not be assessed for any improvement district created pursuant to K.S.A. 12-6a01 et seq., and amendments thereto, or any other improvement district created under the laws of the State of Kansas.

- ii. The City shall pay One Hundred Percent (100%) of all Project Costs not expressly the Board's obligation to pay as provided in this Agreement.

3. **Financing**

- a. The Board shall provide financial assistance, as provided in Paragraph 2.c. above, towards the cost of the Project with funds budgeted, authorized, and appropriated by the Board and which are unencumbered revenues that are on-hand in deposits of Johnson County, Kansas. This paragraph shall not be construed as limiting the ability of the Board to finance its portion of the costs and expenses of the Project through the issuance of bonds or any other legally authorized method.
- b. The City shall pay its portion of the Project Costs with funds budgeted, authorized, and appropriated by the governing body of the City.

4. **Administration of Project.** The Project shall be administered by the City, acting by and through its designated representative who shall be the City public official designated as Project Administrator. The Project Administrator shall assume and perform the following duties:

- a. Cause the making of all contracts, duly authorized and approved, for retaining consulting engineers to design and estimate the Project Costs.
- b. Submit a copy of the plans and specifications for the Project to the Johnson County Public Works Director for review, prior to any advertisement for construction bidding, together with a statement of estimated Project Costs which reflects the Board's financial obligation under the terms of this Agreement. The Public Works Director or his designee shall review the copy of the plans and specifications for the Project and may, but shall not be obligated to, suggest changes or revisions to the plans and specifications.
- c. If required by applicable state or federal statutes, solicit bids for the construction of the Project by publication in the official newspaper of the City. In the solicitation of bids, the appropriate combination of best bids shall be determined by the City.
- d. Cause the making of all contracts and appropriate change orders, duly authorized and approved, for the construction of the Project.
- e. Submit to the Public Works Director a statement of actual costs and expenses in the form of a payment request, with attached copies of all invoices and supporting materials, on or before the tenth day of each month following the

month in which costs and expenses have been paid. The Public Works Director shall review the statement or payment request to determine whether the statement or payment request is properly submitted and documented and, upon concurrence with the Finance Director of Johnson County, Kansas, (“Finance Director”) cause payment to be made to the City of the Board's portion of the Project Costs within thirty (30) days after receipt of such payment request. In the event federal or state agencies require, as a condition to state or federal participation in the Project, that the Board make payment prior to construction or at times other than set forth in this subsection, the Public Works Director and the Finance Director may authorize such payment.

- f. Except when doing so would violate a state or federal rule or regulation, cause a sign to be erected in the immediate vicinity of the Project upon commencement of construction identifying the Project as part of the CARS Program. The form and location of the sign shall be subject to the review and approval of the Public Works Director.

Upon completion of the construction of the Project, the Project Administrator shall submit to each of the parties a final accounting of all Project Costs incurred in the Project for the purpose of apportioning the same among the parties as provided in this Agreement. It is expressly understood and agreed that in no event shall the final accounting obligate the parties for a greater proportion of financial participation than that set out in Paragraph 2.c. of this Agreement. The final accounting of Project Costs shall be submitted by the Project Administrator no later than sixty (60) days following the completion of the Project construction.

It is further understood and agreed by the City that to the extent permitted by law and subject to the provisions of the Kansas Tort Claims Act including but not limited to maximum liability and immunity provisions, the City agrees to indemnify and hold the County, its officials, and agents harmless from any cost, expense, or liability not expressly agreed to by the County which result from the negligent acts or omissions of the City or its employees or which result from the City's compliance with the Policy and Procedures.

This agreement to indemnify shall not run in favor of or benefit any liability insurer or third party.

In addition, the City of Edgerton shall, and hereby agree to, insert as a special provision of its contract with the general contractor ("Project Contractor") chosen to undertake the Project construction as contemplated by this Agreement the following paragraphs:

The Project Contractor shall defend, indemnify and save the Board of County Commissioners of Johnson County, Kansas and the City of Edgerton harmless from and against all liability for damages, costs, and expenses arising out of any claim, suit, action or otherwise for injuries and/or damages sustained to persons or property by reason of the negligence or other actionable fault of the Project Contractor, his or her sub-contractors, agents or employees in the performance of this contract.

The Board of County Commissioners of Johnson County, Kansas shall be named as an additional insured on all policies of insurance issued to the Project Contractor and required by the terms of his/her agreement with the City.

5. Acquisition of Real Property for the Project

- a. The Board shall not pay any costs for acquisition of real property in connection with the Project.
- b. The City shall be responsible for the acquisition of any real property, together with improvements thereon, located within the City's corporate boundaries, which is required in connection with the Project; such real property acquisition may occur by gift, purchase, or by condemnation as authorized and provided by the Eminent Domain Procedure Act, K.S.A. 26-201 et seq. and K.S.A. 26-501 et seq., and any such acquisition shall comply with all federal and state law requirements.

6. **Duration and Termination of Agreement**

- a. The parties agree that this Agreement shall remain in full force and effect until the completion of the Project, unless otherwise terminated as provided for in Paragraph 6.b. herein below. The Project shall be deemed completed and this Agreement shall be deemed terminated upon written certification to each of the parties by the Project Administrator that the Project has been accepted as constructed. The City shall provide a copy of the Project Administrator's certification to both the Public Works Director and the Finance Director within thirty (30) days of the Project Administrator's determination that the Project is complete.
- b. It is understood and agreed that the Public Works Director shall review the status of the Project annually on the first day of March following the execution of this Agreement to determine whether satisfactory progress is being made on the Project by the City. In the event that the Public Works Director determines that satisfactory progress is not being made on the Project due to the City's breach of this Agreement by not meeting the agreed upon project deadlines or otherwise not complying with the terms of this Agreement, the Public Works Director is authorized to notify the City that it shall have thirty (30) days from receipt of such notification to take steps to cure the breach (the "Cure Period"). It is further understood and agreed that the Board shall have the option and right to revoke funding approval for the Project and terminate this Agreement should the Board find, based upon the determination of the Public Works Director, that satisfactory progress is not being made on the Project and that the City has not taken sufficient steps to cure the breach during the Cure Period. Should the Board exercise its option as provided herein, it shall send written notice of the same to the City and the Board shall have no further liability or obligation under this Agreement.

7. **Placing Agreement in Force.** The attorney for the City shall cause sufficient copies of this Agreement to be executed to provide each party with a duly executed copy of this Agreement for its official records.

IN WITNESS WHEREOF, the above and foregoing Agreement has been executed by each of the parties hereto and made effective on the day and year first above written.

**Board of County Commissioners of
Johnson County, Kansas**

City of Edgerton, Kansas

Ed Eilert, Chairman

Donald Roberts, Mayor

Attest:

Attest:

Linda W. Barnes
Clerk of the Board

City Clerk

Approved as to form:

Approved as to form:

Robert A. Ford
Assistant County Counselor

City Attorney

AGENDA ITEM INFORMATION FORM

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

Department: Administration

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

The draft contract includes the responsibilities for both ETC and the City as listed below for a total price of \$7,350. This is a small increase (\$350) from 2015. A breakdown of these costs is included in the draft Contract.

ETC Institute's responsibilities:

- a) Finalizing the methodology for administering the survey based on input from the City.
- b) Assist in designing a community survey instrument that is up to that is up to 13-16 minutes in length (5-6 pages).
- c) Selecting a random sample of households to be surveyed, using Census data to ensure a sample matching the demographics (age, race and sex) of the community.
- d) Conducting a pretest of the survey instrument.
- e) Printing and mailing the survey instrument (includes all costs for printing and mailing), **and creating the online survey.** (online component new since 2015)
- f) Completing 200 surveys by a combination of mail, phone and on-line. The results of a random sample of 200 completed surveys will have a precision of at least +/-6% at the 95% level of confidence.
- g) Conducting data entry and quality control review for completed surveys.
- h) Developing a draft report (based on the maximum amount of completed surveys).
- i) Conducting benchmarking analysis showing how the results of selected questions for the City of Edgerton compare to other comparable communities in ETC's benchmarking database.
- j) Conducting importance-satisfaction analysis to identify the types of improvements that will have the most impact on satisfaction with City services.
- k) Cross-tabulations that show the results for key demographic groups, and other variables as desired by the City.
- l) Making an on-site presentation of the survey results to the City.
- m) Completing a final report that will include an executive summary, charts and graphs, benchmarking analysis, importance-satisfaction analysis, cross-tabs, tables showing the results to all questions on the survey, and a copy of the survey instrument.

Responsibilities for the City of Edgerton:

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

If the Contract and Scope of Work is approved, Staff will work with ETC for development of the actual survey instrument. Staff will bring the survey instrument to City Council in coming weeks for approval with a proposed mailing schedule. Listed below is a preliminary project schedule.

February 2018

- Design survey instrument
- Develop and order sample
- Approve survey instrument
- Develop online survey
- Print and mail survey instrument

March 2018

- Administer survey

April 2018

- Provide tabular data results
- Provide draft report

May 2018

- Provide final report
- Presentation of results

The enclosed contract is being reviewed by the City Attorney.

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

Recommendation: Approve a Contract for Services and Scope of Work with ETC Institute for a Citizen Survey in the amount of \$7,350 pending any changes recommended by City Attorney

Funding Source: General – General Government – Professional Services

Prepared by: Beth Linn, City Administrator

Date: February 8, 2018

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

ARTICLE I: SCOPE OF SERVICES

1. **Overview of Services to Be Performed:** ETC Institute will design and administer a citizen survey for the City of Edgerton, Kansas. The survey will be designed and administered during the winter and spring of 2018. The final report will be completed in April/May 2018.

2. **Maximum fixed fee:** The maximum fixed fee for the services provided will be \$7,350. This includes \$600 to design the survey, \$2,100 for the sample selection, \$2,550 to administer a 13-16 minute (5-6 pages) survey to households in the entire City of Edgerton and \$2,100 for a formal report, executive summary, tabular data, benchmarks, I-S analysis, trends, and summary charts.

3. **ETC Institute's responsibilities:** The tasks that will be performed by ETC Institute as part of this agreement include the following:
 - ✓ Finalizing the methodology for administering the survey based on input from the City.
 - ✓ Designing a survey instrument that is up to 13-16 minutes in length (5-6 pages).
 - ✓ Selecting a random sample of households to be surveyed, using Census data to ensure a sample matching the demographics (age, race, and sex) of the community.
 - ✓ Conducting a pretest of the survey instrument.
 - ✓ Printing and mailing the survey instrument (includes all costs for printing and mailing), and creating the online survey.
 - ✓ Completing 200 surveys by a combination of mail, phone and online (ETC Institute's costs include all labor, postage and printing associated with the administration of the survey). The results of a random sample of 200 completed surveys will have a precision of at least +/- 6.9% at the 95% level of confidence.
 - ✓ Developing a draft report (based on the maximum amount of completed surveys).
 - ✓ Conducting data entry and quality control review for all completed surveys.
 - ✓ Conducting benchmarking analysis showing how the results of selected questions for the City of Edgerton compare to other comparable communities in ETC's

benchmarking database.

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

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

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

ARTICLE II: PAYMENT FOR SERVICES

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

ARTICLE III: MISCELLANEOUS PROVISIONS

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

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

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

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

_____, _____
City of Edgerton

_____ Date _____

Greg Emas, CFO
ETC Institute

_____ Date _____

AGENDA ITEM INFORMATION FORM

Agenda Item: Consider An Agreement with Candid Marketing + Communications for Marketing, Graphic Design and Public Relations Services for 2018

Department: Administration

Background/Description of Item: Since December 2012, the City Council has contracted with Candid Marketing + Communications (Candid) for strategic marketing services including marketing, graphic design and public relations.

Agreement Structure

Previous agreements with Candid have structured the cost for services in a monthly fee. For 2017 and 2016, the monthly fee were \$3300 per month for a total of \$39,600. For 2018, staff is recommending a change in structure to the agreement more similar to other professional services used by the City of Edgerton (i.e. City Engineer, City Attorney, Financial Advisor, Information Technology, etc.). Similar to these agreement, the proposed enclosed agreement with Candid establishes an hourly rate of \$150 per hour for marketing and communications services provided. This allows the City flexibility to prioritize projects for Candid while also allowing city staff to perform some marketing and communications services. One example of this would be simple updates to the website, previously completed by Candid could be completed by city staff. The new agreement structure provides a more flexibility with a better mechanism for City to identify projects, estimate the hours for those projects and evaluate the prioritization of those projects based on available budget.

Scope of Work

Previous scopes of work have included items such as ongoing resident communications; a public relations outreach through various media outlets; website support; and trade show marketing materials for our development partners. Staff anticipates that the 2018 scope of work would focus around resident communications (such as monthly newsletter, annual consumer confidence report), event notification (advertising/event materials for parks and recreation), media notifications (press releases), etc.

Term of Agreement

The agreement/engagement shall conclude with Candid upon any one of the following events:

- Termination by client of candid at any time in writing
- Termination by candid of client at any time in writing
- Failure of client to timely pay an invoice according to the procedure set out above
- Breach of this agreement in any respect by either party

Additionally, the City of Edgerton will own all Work product. City Attorney has reviewed and approved the enclosed draft agreement. At the February 8, 2018 City Council meeting, Candid recap work completed in 2017.

Enclosures: Draft Agreement

Recommendation: Approve a Contract with Candid Marketing for Marketing and Communications Services for Strategic Marketing Services for 2016

Funding Source: General – General Government – Marketing and Advertising

Prepared by: Beth Linn, City Administrator

Date: February 5, 2018



February 8, 2018

City of Edgerton, Kansas
Beth Linn, City Administrator
404 East Nelson Street
Edgerton, KS 66021

Dear Beth,

Thank you for the opportunity to provide marketing, graphic design and public relations services for the City of Edgerton. This letter formalizes the engagement of **candid** marketing + communications and the City of Edgerton.

Scope of Work. **candid** will provide marketing consulting, copywriting, graphic design and Public Information Officer services to the City of Edgerton.

Rate. Candid, LLC will charge the City a blended rate (graphic design and project management) of \$150.00 per hour with a one-hour minimum. Other expenses such as printing, delivery fees, postage and supplies will also be billed as incurred. A summarized time report of work will be presented with each invoice. Payment is expected within net 15 days of the invoice date.

Conclusion of Engagement: This engagement shall conclude upon any one of the following events:

- Termination by client of **candid** at any time in writing
- Termination by **candid** of client at any time in writing
- Failure of client to timely pay an invoice according to the procedure set out above
- Breach of this agreement in any respect by either party

Intellectual Property Defined Terms. Client will own all "Work Product", collectively, without limitation, all Deliverables; writings; works of authorship; inventions; experiments; discoveries; ideas; inventions; experimental processes; experimental results; technology; design; web design; audiovisual programs; source code; object code; screen formats and flow charts; contracts; agreements; documents; databases regarding customers, clients, vendors, suppliers, consultants, employees, independent contractors, licensees, or licensors; know-how; strategies; techniques; plans; formulae; notes; communications; procedures; processes; financial information; accounting; pricing policies; cost information; licensing policies; business plans or projections; service policies; work in process; research; publications; specifications; manuals; results; developments; reports; graphics; drawings; sketches; market studies; product plans; product designs; styles; models; marketing information; advertising information; sales information; and all printed, physical and electronic copies, improvements, rights and claims related to all of the foregoing, and other tangible embodiments thereof.



Mutual Nondisclosure of Confidential Information. As a result of this Agreement, each party (the "Receiving Party") is likely to obtain access to the Confidential Information of the other party (the "Disclosing Party"). During the Non-Disclosure Period, the Receiving Party shall not disclose to any person, partnership, or entity, or use for the Receiving Party's own benefit any Confidential Information of the Disclosing Party. As used herein, "Confidential Information" means, without limitation, (a) all of the Disclosing Party's oral or written information or data disclosed to the Receiving Party which, under the circumstances, would appear to a reasonable person to be confidential or proprietary, including without limitation all Work Product and Intellectual Property of the Disclosing Party; and (b) any information or data of the type described above furnished to the Disclosing Party by third parties which is disclosed to the Receiving Party which the Disclosing Party has assumed obligations of confidentiality.

Upon termination of this Agreement for any reason, the Receiving Party shall promptly deliver to the Disclosing Party all software, data, memoranda, notes, records, copies, and other documents and repositories of information (and all copies thereof) constituting or relating to such Confidential Information which the Receiving Party may then possess. The confidentiality agreement signed separately will supersede any conflicts in this Master Services agreement.

Disclaimer. **candid** does not warrant, represent, or guaranty that (a) its services or the Deliverables will be free from error; or (b) marketing campaigns created will be profitable or will have success. **candid** shall not be liable for any loss of profits, sales, or revenues, loss of use, interruption of business or damages arising out of the services provided by **candid** under this Agreement.

Independent Contractor Status. **candid** is an independent contractor and not an employee of Client and is therefore fully responsible for its activities and performance. **candid** has no authority to make any agreements or undertakings on behalf of Client without the prior approval of Client.

---Intentionally left blank. See next page. ---



Effective Date: This agreement shall be effective upon the execution of this Letter of Engagement by client and attorney, and upon the delivery of the signed agreement.

candid, LLC

CLIENT: The City of Edgerton, Kansas

Sign: _____

Sign: _____

Print: Becky Freetly

Print: _____

Title: president + partner

Title: _____

Date: 2.8.18

Date: _____

Invoice email address(s):

Special invoice submission instructions:
