

**EDGERTON CITY COUNCIL  
MEETING AGENDA  
CITY HALL, 404 EAST NELSON STREET  
January 13, 2022  
7:00 P.M.**

**Call to Order**

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

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

4. Approve Minutes from December 9, 2021 Regular City Council Meeting
5. Approve Application FP2021-03, Final Plat for Logistics Park Kansas City (LPKC) Fifth Plat Generally Located North of 187th Street Between Kill Creek Road and Waverly Road, Edgerton, Kansas

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

**Regular Agenda**

6. **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.
7. **Public Comments.** Persons who wish to address the City Council regarding items on the agenda may do so when called upon by the Mayor. Comments on items not on the agenda, personnel matters or matters pending before court/other outside tribunals are not permitted. Please notify the City Clerk if you wish to speak by signing in at the meeting. Speakers must provide their name and address for the record and are limited to three (3) minutes. Any presentation is for informational purposes only. No action will be taken.
8. **Announcement.** Holiday Home Decorating Contest Winners.

**Business Requiring Action**

9. **CONSIDER A CONTRACT FOR SERVICES AND SCOPE OF WORK WITH ETC INSTITUTE FOR THE 2022 CITIZEN SURVEY**

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

10. **CONSIDER ON-CALL MASTER SERVICES AGREEMENT BETWEEN CITY OF EDGERTON AND BURNS & MCDONNELL INC. FOR ON-CALL WATER & WASTEWATER ENGINEERING SERVICES**

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

**11. CONSIDER A MONTH-TO-MONTH CONTRACT EXTENSION WITH CLEMENTS CLEANING SERVICE TO PROVIDE JANITORIAL SERVICES FOR THE EDGERTON CITY HALL AND AUXILIARY OFFICE SPACE UNTIL MARCH 31, 2022**

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

**12. Report by the City Administrator**

- Marketing and Communications Update

**13. Report by the Mayor**

**14. Future Meeting Reminders:**

- January 27<sup>th</sup>: City Council Meeting – 7:00PM
- February 8<sup>th</sup>: Planning Commission – 7:00PM
- February 10<sup>th</sup>: City Council Meeting – 7:00PM
- February 24<sup>th</sup>: City Council Meeting – 7:00PM
- March 8<sup>th</sup>: Planning Commission – 7:00PM
- March 10<sup>th</sup>: City Council Meeting – 7:00PM
- March 24<sup>th</sup>: City Council Meeting – 7:00PM

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

**EVENTS**

January 19<sup>th</sup>: Senior Lunch & BINGO

**City of Edgerton, Kansas**  
**Minutes of City Council Regular Session**  
**December 9, 2021**

A Regular Session of the City Council (the Council) was held in the Edgerton City Hall, 404 E. Nelson, Edgerton, Kansas on December 9, 2021. The meeting convened at 7:00 PM with Mayor Roberts presiding.

**1. ROLL CALL**

Clay Longanecker	present
Josh Lewis	present
Josh Beem	present
Jody Brown	absent

With a quorum present, the meeting commenced.

Staff in attendance:

- City Administrator Beth Linn
- City Attorney Lee Hendricks
- City Clerk Alexandria Clower
- Finance Director Karen Kindle
- Accountant Justin Vermillion via phone
- Development Services Director Katy Crow
- Public Works Director Dan Merkh via phone
- CIP Manager Brian Stanley
- Public Works Superintendent Trey Whitaker
- Marketing & Communications Manager Kara Banks
- Utilities Superintendent Mike Mabrey

**2. WELCOME**

**3. PLEDGE OF ALLEGIANCE**

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

4. Approve Minutes from November 18, 2021 Regular City Council Meeting
5. Approve the Renewal of the Cereal Malt Beverage License Applications for 2022
6. Approve Resolution No. 12-09-21A Declaring the Boundaries of the City of Edgerton, Johnson County, Kansas
7. Approve Letter of Understanding with Johnson County Human Services for 2022 Utility Assistance

Councilmember Brown arrived at 7:01 PM

Councilmember Lewis moved to approve the consent agenda, seconded by Councilmember Beem. The consent agenda was approved, 4-0.

## **Regular Agenda**

### **8. Public Comments.**

Debbie Conus, 605 W Meriwood Ln, addressed the Council. She asked where were the holiday decorations for the light poles.

City Administrator Beth Linn stated years ago, when the project was completed at 4<sup>th</sup> & Nelson, several poles were removed. Evergy (Kansas City Power & Light at the time) decided to move the services to poles located in the alley.

Mayor Roberts stated the plan is to bring some poles back when work begins on The Greenspace project.

Ms. Conus asked if there was a budget for new holiday décor.

Ms. Linn stated there are no poles to install on right now, so the City would have to wait until the project is complete. She added that the old decorations are in storage.

There were no further comments made from the public.

### **9. Official Results of 2021 General Election.**

Edgerton Mayor:

Donald Roberts

Edgerton Council At-Large:

Joshua Lewis

Josie Stambaugh

**10. Installation of Mayor and Councilmembers.** The City Clerk administered the Oath of Office to the newly elected Governing Body.

### **11. Election of President of City Council.**

Mayor Roberts stated Mr. Clay Longanecker has served for years as Council President and believes he does the job well. He thanked Mr. Longanecker for his years of service in this position.

Mayor Roberts then asked if there are any nominations for Council President.

Councilmember Brown stated he would like to nominate Clay Longanecker as Council President.

Councilmember Beem agreed with the nomination.

Councilmember Stambaugh stated she would like to nominate Councilman Lewis for the seat. She stated Mr. Lewis had a record number of votes in the recent election, so his election to Council President would show the Council is listening to the residents of the town.

Mayor Roberts asked if there was a second for nomination of Josh Lewis.

Councilmember Lewis stated he would like to nominate Clay Longanecker for the seat.

Councilmember Brown moved to elect Clay Longanecker as Council President, seconded by Councilmember Beem. The motion was approved 4-0, Councilmember Longanecker abstained from the vote.

12. **Declaration.** There were no declarations made by the Governing Body.

### **Business Requiring Action**

#### **13. CONSIDER AN AGREEMENT WITH THE JOHNSON COUNTY SHERIFF'S DEPARTMENT FOR THE PROVISION OF LAW ENFORCEMENT SERVICES FOR FISCAL YEAR 2022**

Ms. Linn addressed the Council. She stated the City contracts with the Johnson County Sheriff's Department for law enforcement services in Edgerton. She stated generally, the services as described in the packet for 2022 are the same as those services provided in 2021, including the "Power Shift".

She stated the agreement states that generally, the level of service shall be the same that is provided for the unincorporated area of the County by the Sheriff with the specific agreement that such service shall be provided within the Edgerton district, on a full-time basis, 24-hours a day. She stated it also stipulates that a fully manned patrol car shall be stationed in the Edgerton district and an additional fully manned patrol car or cars, shall be available as needed from adjacent districts. She stated the Edgerton's district boundaries include the Johnson County line on the west and south; 167th Street on the north; and Gardner Road/Center Street to the east.

She stated the agreement also includes the same language from 2021 in Addendum Number 1 for the "Power Shift" which is a second patrol unit assigned to the residential area of Edgerton for 40 hours each week. She stated it also updates Section 6 "Community Event Planning" to include public meetings that the City may need additional support from the Sheriff's Office.

She stated the agreement also updates Section 8 "Responsibility of the County" to include items that have already been provided, such as bailiff at municipal court, enforcement of City ordinances, and hosting an annual town hall meeting, which is coming up in January. However, it also adds periodic reporting to both City Council and the City Administrator. She stated the City shall provide the following: an attorney serving as municipal judge; an attorney to prosecute all contested cases; and a designated qualified court clerk to supervise the court docket and take responsibility for all court records.

She stated the agreement also adds a new Section 12 "License Plate Reader Equipment" that if the City would acquire License Plate Readers, the equipment would be transferred to JCSO as requested by the City. JCSO provides a similar service for Johnson County owned buildings providing the secure IT infrastructure needed for this type of equipment.

She stated the total cost for the Agreement for the 2022 year is \$461,330. This was included and approved as part of the 2022 Budget.

She stated the agreement provides for a fuel surcharge should the Sheriff department incur average costs that exceed the average price per gallon of \$2.00.

Councilmember Longanecker asked if this is the same price as last year.

Ms. Linn stated it is slightly different and she asked Finance Director Karen Kindle to confirm the budget numbers.

Councilmember Stambaugh asked where the money for the fuel surcharge would come from.

Ms. Linn stated it comes from the general fund. She stated to her knowledge, the City has not experienced this surcharge in the 10 years she's been here.

Ms. Kindle stated the agreement is a 1% decrease from last years cost.

There were no further questions or comments from the Governing Body.

Councilmember Lewis moved to approve the Agreement with Johnson County Sheriff's Department for 2022, seconded by Councilmember Longanecker. The agreement was approved, 5-0.

#### **14. CONSIDER AN AGREEMENT WITH KANSAS DEPARTMENT OF CHILDREN AND FAMILIES FOR PROVIDING WATER/WASTEWATER ASSISTANCE PAYMENTS TO UTILITIES**

Ms. Kindle addressed the Council. She stated the KS Department of Children and Families (DCF) is the administering agency for the Federal Low Income Household Water Assistance Program (LIHWAP) otherwise known as the Emergency Water Assistance Program (EWAP) in Kansas. She stated this is a new program authorized under the American Rescue Plan Act and will be available to Kansas households beginning December 1, 2021, until funding is exhausted. The purpose of the program is to provide low-income households with assistance in paying for drinking water and/or wastewater utility bills. She stated DCF has contacted the City to sign up as a water/wastewater vendor.

She stated as a vendor under the EWAP, eligible City utility customers can apply to DCF for assistance in paying their utility bills. DCF determines eligibility and handles all the paperwork. She stated once a customer is determined to be eligible, DCF makes payment on their behalf directly to the City. Eligible customers can receive up to \$3,500 in assistance.

She stated to be an EWAP vendor, the City needs to sign and return the agreement with DCF. She stated the City Attorney has reviewed and approved the agreement.

Councilmember Brown asked what is covered in the help.

Ms. Kindle stated this would only be for their utility bill with the City.

There were no further questions or comments from the Governing Body.

Councilmember Lewis moved to approve the Agreement with the KS Dept of Children and Families for the Emergency Water Assistance Program, seconded by Councilmember Longanecker. The agreement was approved, 5-0.

**15. CONSIDER AN EASEMENT ENCROACHMENT AGREEMENT WITH EVERGY AT 207TH STREET AND CORLISS ROAD**

Mr. Brian Stanley, CIP Manager, addressed the Council. He stated Corliss Road, one-half mile east of Waverly Road and north of 207<sup>th</sup> Street, is currently under construction to serve Inland Port 52 (IP52). He stated parallel to 207<sup>th</sup> Street, Evergy has a high-voltage transmission line. At the south end of the project, Corliss Road goes underneath these transmission lines encroaching into the easement.

He stated because the City is requesting the right to construct infrastructure within the easement, Evergy requires an Encroachment Agreement. This Agreement limits the City's rights within the Easement Area as listed in Exhibit B. He stated staff and the City Engineer have reviewed these limitations and there are no concerns related to the requirements.

He stated there is no cost to the City for this Encroachment Agreement. The Agreement would run in perpetuity. He stated this agreement has been reviewed by City Attorney and City Engineer.

There were no further questions or comments from the Governing Body.

Councilmember Longanecker moved to approve the Agreement with Evergy, seconded by Councilmember Beem. The agreement was approved, 5-0.

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

Mr. Stanley addressed the Council. He stated first, he would like to make note of a correction, the item should list the project from East 3<sup>rd</sup> Street, extending to West 8<sup>th</sup>.

He stated 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.

He stated on April 4, 2021, Edgerton City Council Approved Resolution No. 04-08-21A, approving the five-year City/County Street Improvement Program 2022-2026. For 2020/21, the City of Edgerton submitted the 207<sup>th</sup> Street Grade Separation Project. For 2022, the City is submitting the Nelson Street Improvement Project, E 3<sup>rd</sup> St. to W 8<sup>th</sup> St.

He stated the City of Edgerton Nelson Street Project will receive the Ultrathin Bonded Asphalt Surface (UBAS). This project will include the necessary localized full depth patching to address any base failures and localized curb and gutter repair as needed to fix any drainage issues or water ponding issues along the project. He stated the Nelson Street Project will be submitted to CARS as the City of Edgerton's first project priority for 2022.

He stated City Staff along with BG Consultants have worked to outline the roadway design for The Public Improvement of Nelson Street and East 3<sup>rd</sup> Street. He stated the City Attorney has reviewed the enclosed Agreement and has recommended a few proposed changes, and as such, staff has advised the County of the proposed changes.

Ms. Linn stated for clarification, staff is requesting the Council authorize the mayor to execute the contract, as there are still minor changes needing to be complete. She stated there is quite a bit of water that stands at the entrances to the elementary school. This project will fix that issue.

There were no questions or comments from the Governing Body.

Councilmember Lewis made motion to approve authorizing the mayor to execute the contract after review and approval from the City Attorney, seconded by Councilmember Longanecker. The motion was approved, 5-0.

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

Ms. Linn stated it is very exciting to be coming to the close of the bridge at 207<sup>th</sup> Street. She stated they are looking at a ribbon ceremony for the week of December 20<sup>th</sup>, pending weather.

Councilmember Longanecker asked if there was any word on when the rest of the roadway will be open.

Ms. Linn stated the anticipation for full completion is next spring.

#### **18. Report by the Mayor**

Mayor Roberts stated he would like to start off the beginning of next year with some Council training on KOMA/KORA and follow that with tours of City facilities. He stated he believes the facilities tours will allow Councilmembers to gain a greater knowledge of what happens throughout the City. He stated he expects to begin the classroom type training in the early part of next year and do tours in the spring. He stated staff and Council will be working to get some dates on the calendar.

He stated he also wanted to follow-up on some questions emailed to him by Councilmember Stambaugh, including the flood plain surrounding the Skelly Gas Station owned by Danny O'Neal and funding for ElevateEdgerton!.

He stated in response to the first question, the City does not designate flood plains. He stated flood plains are designated by FEMA. He stated there are ways landowners can still develop properties in flood plains, but there are steps they must follow.



Councilmember Stambaugh stated to her knowledge, he has provided all documents needed.

Mayor Roberts stated he has not. He stated in the information provided to Councilmembers, there is a highlighted section that tells specifically what is needed for the process to begin and what the landowner is required to complete.

Ms. Linn stated the first two items are applications, the third is a checklist for flood plain development to be considered.

Mayor Roberts stated based on requirements shown, a landowner cannot change depth at full build out by any more than one foot, and it would have to be certified by an engineer. He stated the City does not have a say in these matters as they are designated by FEMA.

Councilmember Stambaugh stated she sees the gas station as historical, as do many citizens. She stated everyone knows that gas station. She stated she knows Mr. O'Neal has jumped through all the hoops. She stated she would like to see another small business in Edgerton, especially since there is a structure already standing. She stated she would like to see the Governing Body work with him to come to an agreement. She stated water meters were also taken off his property, without proper notice.

Mayor Roberts stated the City cannot circumvent FEMA rules. The City had to get approval from the Kansas Water Office for the flood plain development ordinance that the City did pass. He stated in 2014, the owners of the property came before Council and asked for a refund for previous payments and to terminate service. He stated meters are the property of the City. If they are not being paid for, the City has the right to remove at any time.

Councilmember Stambaugh stated the termination was requested by previous owners, but was not completed then. She asked if the removal should be discussed with the new owner.

Mayor Roberts stated no, because the account was terminated and at no point did the current owner pay fees to buy service at the property. He stated the current owner could do so, but he will still have to go through the process to use the facility for what he wants.

Councilmember Stambaugh stated just from speaking with him, she believes he has been trying.

Ms. Linn stated the current owner has to pay fees to activate services. She stated once the previous owners were granted the termination, there were no longer payments made. She stated if the new owner wants service, they have to pay the appropriate fees. She stated to her knowledge, that has not been done.

Mr. Hendricks stated the decision made in 2014 runs with the land. He stated like Mayor said, because the City owns the meters, they have the right to remove them.

Ms. Linn stated at any time, the owner could complete an application, pay the associated fees and get services installed.

Mayor Roberts addressed Councilmember Stambaugh's second question related to ElevateEdgerton!

He stated every year since Elevate has existed, they come before Council to request funds, give an update of what they will be doing with the funding granted, and what they plan to do. He stated Councilmember Stambaugh asked for expense reports for ElevateEdgerton!. He stated because ElevateEdgerton! is not a government entity, they do not fall under the same requirements as the City. He stated President James Oltman is in attendance tonight, and Ms. Stambaugh is welcome to talk to him at anytime to set a meeting and discuss the funding details, but he does not have to comply with requests for documents like the City.

Mr. Hendricks stated anyone can ask the City for details on the money given to various organizations, but they cannot get the expenses of the outside entity because those are not open records.

There were no further questions or comments from the Governing Body.

**19. Future Meeting Reminders:**

- December 14<sup>th</sup>: Planning Commission Meeting – 7:00PM
- January 11<sup>th</sup>: Planning Commission Meeting – 7:00PM
- January 13<sup>th</sup>: City Council Meeting – 7:00PM
- January 27<sup>th</sup>: City Council Meeting – 7:00PM

Mayor Roberts stated after adjournment they'll take about 15 minutes to reset the room and return for the Work Session.

**20. Adjourn**

Councilmember Lewis moved to adjourn, seconded by Councilmember Beem. All in favor. The meeting was adjourned at 7:35 PM.

Submitted by Alexandria Clower, City Clerk

## EVENTS

December 10<sup>th</sup>: Kids Night Out  
December 14<sup>th</sup>: Tales for Tots  
December 15<sup>th</sup>: Senior Lunch & BINGO  
December 23<sup>rd</sup> & 24<sup>th</sup>: City Hall Closed for Christmas Holiday  
December 29<sup>th</sup>: Nerf Battle  
December 31<sup>st</sup>: City Hall Closed for New Year's Holiday

## City Council Action Item

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**Council Meeting Date:** January 13, 2022

**Department:** Community Development

**Agenda Item: Consider Application FP2021-03, Final Plat for Logistics Park Kansas City (LPKC) Fifth Plat Generally Located North of 187<sup>th</sup> Street Between Kill Creek Road and Waverly Road, Edgerton, Kansas.**

**Background/Description of Item:**

The City of Edgerton received Application FP-2021-03 for the Final Plat of *Logistics Park Kansas City (LPKC) Fifth Plat*, generally located north of 187<sup>th</sup> Street between Kill Creek Road and Waverly Road, Edgerton, Kansas.

This parcel was annexed into the City of Edgerton on March 25, 2010. The Planning Commission held a public hearing for Preliminary Plat Application PP2021-04 on December 14, 2021. This Final Plat application aligns with the request made in that application.

This Final Plat request combines three unplatted parcels into one lot. The new lot size would total approximately 30.48 acres. The parcels were rezoned from Johnson County RUR to City of Edgerton L-P on July 12, 2012 (Ordinance 924). The parcels are being combined in anticipation of the development of a cargo container storage facility.

The applicant's engineer has updated the Final Plat as required by stipulations listed in the staff report and the updated Final Plat dated December 22, 2021 is included here. City staff has reviewed the revised Final Plat for conformance with the approved Preliminary and the requirements set forth in Section 13.3 of Article 13 of the Edgerton UDC. The revised Final Plat has been reviewed by the City Engineer and found to be in compliance with City code requirements. The applicant continues to work with Evergy to resolve one City Engineer comment related to a utility easement on the property. If additional easement is needed or if an encroachment agreement will be filed in place of additional easement, the applicant will complete that action and file with the Johnson County TTV prior to the issuance of a building permit.

**Related Ordinance(s) or Statue(s):** K.S.A. 12-715b, K.S.A. 12-741, et. Seq. to K.S.A. 12-771 – Establishment of the Unified Development Code

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**Funding Source:** N/A

**Budget Allocated:** N/A

**Finance Director Approval:** N/A

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**Recommendation: Approve Application FP2021-03, Final Plat for Logistics Park Kansas City (LPKC) Fifth Plat Generally Located North of 187<sup>th</sup> Street Between Kill Creek Road and Waverly Road, Edgerton, Kansas.**

**Enclosed:**

- Revised Final Plat received December 22, 2021.
- Staff Report from December 14, 2021 Planning Commission including Final Plat Application FP2021-03.
- Excerpt of December 14, 2021 Planning Commission Meeting Draft Minutes – Preliminary and Final Plat – LPKC Fifth Plat Only

**Prepared by:** Katy Crow, Development Services Director



A subdivision in the Southeast quarter and Northeast quarter of Section 34, Township 14 South  
Range 22 East in the city of Edgerton, Johnson County, Kansas

Closure Note: This description closes to 1 part in 967, 000 feet with an error of 0.007

1. This property may be subject to charges related to impact fees, and the applicant should contact the City regarding any applicable fees due.
2. All monuments set shall be 5/8" by 24" rebar with stamped aluminum caps noting the firm registration number.
3. Bearings and the coordinate system based on the Kansas Coordinate System of 1983, North Central Zone (1501), North American Datum of 1983.
4. The entirety of this property lies in an "Area of Minimal Flood Hazard" per FEMA Map 20091C0119G, effective on 08/03/2009. No floodplain restrictions apply.
5. All instruments listed herein were recorded in the official public records of Johnson County, Kansas unless otherwise noted.
6. Visibility triangles shall be provided at the intersections of all public and private streets in accordance with City Ordinances. All landscaping within the visibility triangles shall comply with the visibility triangle construction standards.
7. The following recorded subdivision plats were used in the performance of this survey:
  - The subdivision of Logistics Park Kansas City Third Plat, recorded at Bk. 201704, Pg. 6493
  - The subdivision of Logistics Park Kansas City Fourth Plat, recorded at Bk. 201704, Pg. 6494
  - The subdivision of Logistics Park Kansas City Phase VI, recorded at Bk. 201806, Pg. 4648
8. Right of way of Kill Creek Road and the western portion of 187th Street were dedicated by the LPKC Third Plat. Right of way for the eastern portion of 187th Street was dedicated by LPKC Fourth Plat.
9. This plat is based on a boundary survey performed by this surveyor and meets or exceeds state and local accuracy standards (1 part in 10,000 plus 0.10").

THIS is to certify that I, Tobin R. Roberts, a Registered Professional Land Surveyor of the State of Kansas, have platted the above subdivision from an actual survey on the ground, and this plat correctly represents that survey made by me or under my direction and supervision.

LOT INFORMATION					
LOT NO.	LOT AREA	FRONT SETBACK	SIDE SETBACK	REAR SETBACK	BUILDING ENVELOPE
1	1,327,700 SF 30.481 Acres	50'	25'	25'	1,093,400 SF 25.101 Acres
ROW	0 SF 0 Acres				

816.888.7380  
sitepoint@northpointkc.com



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

My Appointment expires: \_\_\_\_\_

APPROVED by the Planning Commission of the City of Edgerton, Johnson County, Kansas, on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

John Daley, Chairperson

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Donald Roberts, Mayor

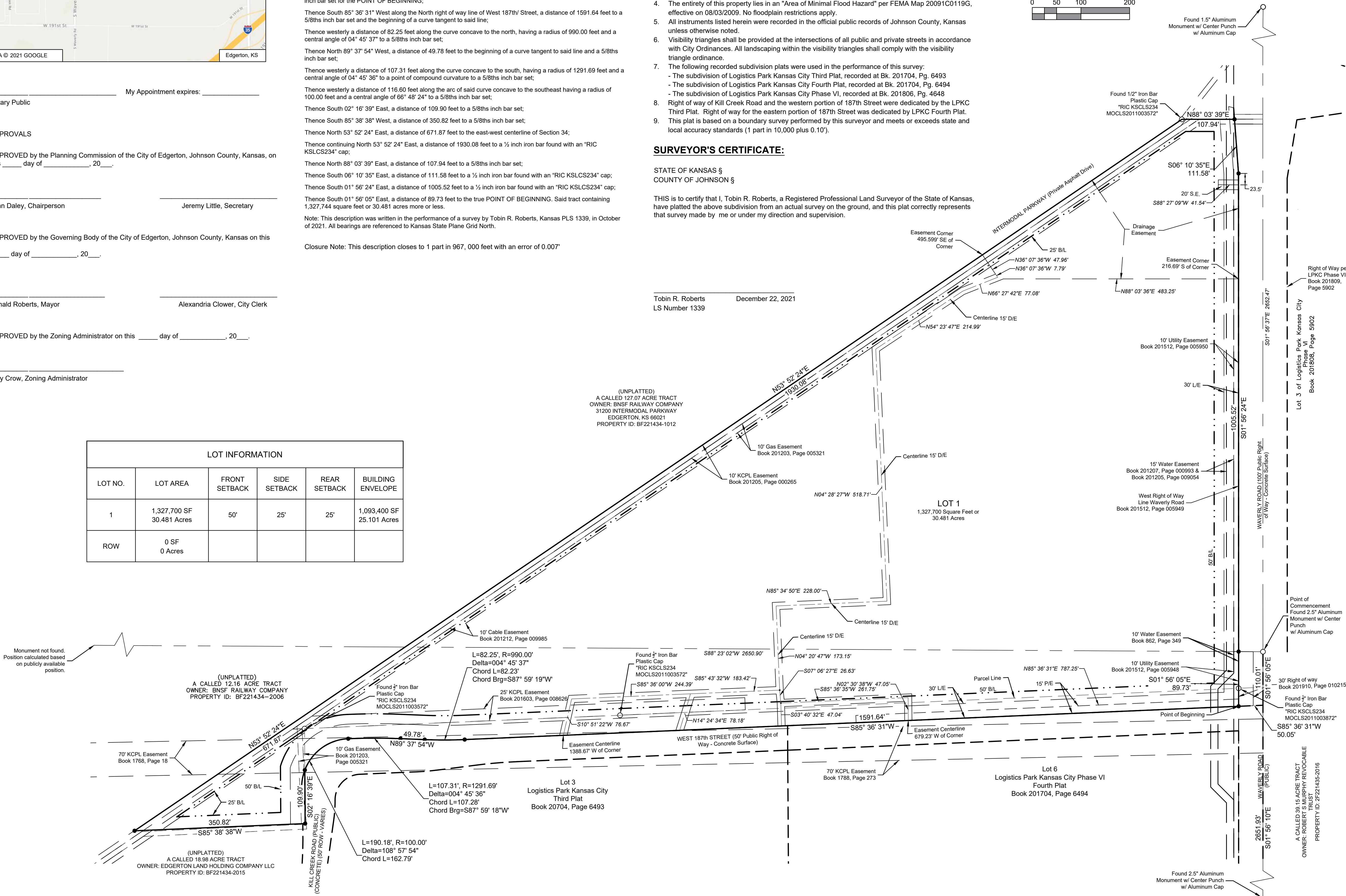
Katy Crow, Zoning Administrator

Monument not found.  
Position calculated based  
on publicly available  
position.

(UNPLATTED)  
A CALLED 12.16 ACRE TRACT  
OWNER: BNSF RAILWAY COMPANY  
PROPERTY ID: BF221434-2006

L=107.31', R=1291.69'  
Delta=004° 45' 36"  
Chord L=107.28'  
Chord Brg=S87° 59' 18"W"

(UNPLATTED)  
A CALLED 18.98 ACRE TRACT  
OWNER: EDGERTON LAND HOLDING COMPANY LLC  
PROPERTY ID: BF221434-2015





## LOGISTICS PARK KANSAS CITY (LPKC) FIFTH PLAT

**Application FP2021-03**

**North of 187<sup>th</sup> Street Between Kill Creek Road and Waverly Road**

### QUICK FACTS

#### PROJECT SUMMARY AND REQUESTED APPROVALS

The Applicant is requesting approval of a Final Plat combining three parcels located north of 187<sup>th</sup> Street between Kill Creek Road and Waverly Road.

#### Owner and Applicant

NorthPoint Development, LLC  
represented by Aaron Burks,  
Agent and Property Owner

#### Zoning and Land Use

L-P (Logistics Park) which has  
been developed for stormwater  
detention.

#### Legal Description

The SE ¼ and NE ¼ of Section  
34, Township 14 S, Range 22 E,  
in the City of Edgerton, Johnson  
County, Kansas; please see  
attached application for complete  
Legal Description

#### Parcel Size

30.481 acres

#### Staff Report Prepared by

Chris Clinton



## BACKGROUND

### **Subject Site**

The proposed parcel is located within the Bull Creek watershed and the existing parcels being combined were annexed into the City of Edgerton on March 25, 2010.

Utilities and service providers:

- a. Water Service Provider - Johnson County Rural Water District #7.
- b. Sanitary Sewer - City of Edgerton.
- c. Electrical Service - Evergy.
- d. Gas Service – Kansas Gas Service.
- e. Police protection is provided by the City of Edgerton through the Johnson County Sheriff's Office.
- f. Fire protection is provided by Johnson County Fire District #1.

### **Site History and Past Approvals**

The parcels were rezoned from Johnson County *RUR* to City of Edgerton *L-P, Logistic Park* on July 12, 2012.

On January 14, 2014, the City of Edgerton Planning Commission approved Application FS-12-19-2013, the Final Site Plan for Inland Port IV. That Final Site Plan shows a portion of these parcels being used as stormwater detention for that warehouse project. This was discussed with the current Developer and they are planning to account for the existing detention area with a larger proposed detention area. The stormwater management study has not yet been finalized but the City Engineer will review to confirm the design is adequate for both projects.

### **Proposed Use**

The applicant has proposed combining the three (3) parcels, into 1 lot. This Final Plat request is being made in preparation for future development of a cargo container storage facility.

There is no current access to this parcel by any private drives. However, the proposed newly created parcel is adjacent to both Waverly Road and 187<sup>th</sup> Street. Site access will be discussed at the Site Plan phase of development.

### **Project Timeline**

- Application submitted to the City: October 29, 2021

## FINAL PLAT REVIEW

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

### **Final Plat. Required Contents**

1. 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.
  - a. *Once the plat has been recorded, the monuments need to be confirmed as set.*  
***The Applicant has stated a 5/8 inch by twenty-four (24) inch bar will be set upon approval and prior to recording of the plat.***
2. All easements with widths, and roads with curve data.
  - a. *The City Engineer has indicated that additional easement will be needed for the proposed sanitary sewer and has provided additional comments on Site Plan Application FS2021-11.*
  - b. *The City Engineer noted the drainage easement is located within an Evergy easement. It should be confirmed by the applicant either that an encroachment agreement is not necessary or if one is necessary, the applicant should provide a completed signed copy of that agreement.*
  - c. *The plat should be reviewed by the utility providers to determine if additional utility easement is necessary.*

### **Update Final Plat.**

3. Certificate of the Register of Deeds.
  - a. *The County will add their information when the Final Plat is recorded.****Applicant Acknowledges.***

## NOTICE OF CITY CODES AND PERMITS

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

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

## DOCUMENTS INCLUDED IN PACKET

Sheet #	Title	Date on Document
Application	Application for FP2021-03	10/29/2021
1	Final Plat	11/30/2021

## STAFF RECOMMENDATION



City Staff recommends approval of Preliminary Plat **Application FP2021-03** for *LPKC Fifth Plat*, subject to the following stipulations:

1. The commencement of any improvements shall not occur prior to the approval and endorsement of the Final Plat by the Governing Body and the submittal and approval of construction plans for all streets, sidewalks, storm water sewers, sanitary sewers, and water mains contained within the Final Plat. The property owner and/or developer shall work with City Staff to determine the best possible placement for a storm water easement and shall dedicated said storm water easement on the submitted Final Plat.
2. The applicant shall meet all requirements of Recording a Final Plat as defined in Section 13.5 of the Edgerton Unified Development Code (UDC).
3. The applicant shall meet all requirements of Financial Assurances as defined in Section 13.7 of the Edgerton UDC.
4. All City Engineer comments related to the Stormwater Management Plan must be addressed.
5. All Final Plat requirements of the City listed above shall be met or addressed prior to recording of the Plat.
6. If the Final Plat is not recorded with the Johnson County Register of Deeds within one year after acceptance by the Governing Body, the plat will expire. Planning Commission re-approval and Governing Body re-acceptance is required for expired Final Plats.

***Note: For Application FP2021-03 the Planning Commission will be recommending either approval or denial of the application to the Governing Body. If the Planning Commission recommends approval, the Final Plat will be presented to the Governing Body on January 13, 2022, subject to the applicant making the necessary corrections in a timely manner.***

☐ RE-REVIEW

## Surveyed Description

All that part of the Southeast quarter and Northeast quarter of Section 34, Township 14 South, Range 22 East in the city of Edgerton, Johnson County, Kansas, being more particularly described as follows:

Commencing at the quarter corner common to said Section 34 and Section 35 of the fore mentioned Township and Range, said point being monumented by a 2.5 inch aluminum disc; Thence South  $01^{\circ} 56' 05''$  East, along the East line of Section 34, a distance of 110.01 feet to a prolongation of the North right of way on West 187<sup>th</sup> Street;

Thence South  $85^{\circ} 36' 31''$  West, a distance of 50.05 feet to the West right of way line of Waverly Road and a 5/8ths inch bar set for the POINT OF BEGINNING;

Thence South  $85^{\circ} 36' 31''$  West along the North right of way line of West 187<sup>th</sup> Street, a distance of 1591.64 feet to a 5/8ths inch bar set and the beginning of a curve tangent to said line;

Thence westerly a distance of 82.25 feet along the curve concave to the north, having a radius of 990.00 feet and a central angle of  $04^{\circ} 45' 37''$  to a 5/8ths inch bar set;

Thence North  $89^{\circ} 37' 54''$  West, a distance of 49.78 feet to the beginning of a curve tangent to said line and a 5/8ths inch bar set;

Thence westerly a distance of 107.31 feet along the curve concave to the south, having a radius of 1291.69 feet and a central angle of  $04^{\circ} 45' 36''$  to a point of compound curvature to a 5/8ths inch bar set;

Thence westerly a distance of 116.60 feet along the arc of said curve concave to the southeast having a radius of 100.00 feet and a central angle of  $66^{\circ} 48' 24''$  to a 5/8ths inch bar set;

Thence South  $02^{\circ} 16' 39''$  East, a distance of 109.90 feet to a 5/8ths inch bar set;

Thence South  $85^{\circ} 38' 38''$  West, a distance of 350.82 feet to a 5/8ths inch bar set;

Thence North  $53^{\circ} 52' 24''$  East, a distance of 671.87 feet to the east-west centerline of Section 34;

Thence continuing North  $53^{\circ} 52' 24''$  East, a distance of 1930.08 feet to a ½ inch iron bar found with an "RIC KSLCS234" cap;

Thence North  $88^{\circ} 03' 39''$  East, a distance of 107.94 feet to a 5/8ths inch bar set;

Thence South  $06^{\circ} 10' 35''$  East, a distance of 111.58 feet to a ½ inch iron bar found with an "RIC KSLCS234" cap;

Thence South  $01^{\circ} 56' 24''$  East, a distance of 1005.52 feet to a ½ inch iron bar found with an "RIC KSLCS234" cap;

Thence South  $01^{\circ} 56' 05''$  East, a distance of 89.73 feet to the true POINT OF BEGINNING. Said tract containing 1,327,744 square feet or 30.481 acres more or less.

Note: This description was written in the performance of a survey by Tobin R. Roberts, Kansas PLS 1339, in October of 2021. All bearings are referenced to Kansas State Plane Grid North.

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 "LOGISTICS PARK KANSAS CITY FIFTH PLAT".

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. When prior easement rights have been granted to any person, utility or corporation on said parts of the land so dedicated, and any poles, lines poles and wires, conduits, or cables heretofore installed thereon and thereon 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 "UE" is hereby granted to the City of Edgerton, Kansas with subordination 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.

An easement or license to enter upon, locate, construct, use and maintain or authorize the location, construction, maintenance or use of conduits, surface drainage facilities, subsurface drainage facilities, and similar facilities, upon, over, under and through those areas outlined and designated on this plat as "Drainage Easement" or "DIE" is hereby granted to the City of Edgerton, Kansas. Drainage easements shall be kept clear of obstructions that impair the strength or interfere with the use and/or maintenance of storm drainage facilities.

Areas designated on the accompanying plat as "pedestrian access easement" are hereby dedicated to the public for the purpose of pedestrian access (P/E). No fence, wall, planting, structure or other obstruction may be placed or maintained in said P/E without approval of said City Community Development Director of the City of Edgerton, Kansas.

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 the 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\_\_\_\_.

ELHC V, LLC

Nathaniel Hagedorn, Managing Member

STATE OF KANSAS &  
COUNTY OF JOHNSON &

BE IT REMEMBERED, that on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me a Notary Public in and for said County and State, came Nathaniel Hagedorn, Managing Member of ELHC V, LLC, who is personally known to me to be the same person who executed the foregoing instrument of writing on behalf of said corporation, and he duly acknowledged the execution of the same to be the act and deed of said corporation.

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

Notary Public: My Appointment Expires: \_\_\_\_\_

APPROVALS

APPROVED by the Planning Commission of the City of Edgerton, Johnson County, Kansas, on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

John Daley, Chairperson Jeremy Little, Secretary

APPROVED by the Governing Body of the City of Edgerton, Johnson County, Kansas on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Donald Roberts, Mayor Alexandrita Clower, City Clerk

APPROVED by the Zoning Administrator on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Katy Crow, Zoning Administrator

Project No.: IN 0294  
Date: 2021.11.30

Sheet 1  
of 1



Certificate of Authority LS-354  
4825 NW 41st Street, Suite 500  
Overland, MO 64110  
816.886.7330  
sitepoint@northpointmo.com

FINAL PLAT OF

LOGISTICS PARK KANSAS CITY  
FIFTH PLAT

Lot 1

A subdivision in the Southeast quarter and Northeast quarter of Section 34, Township 14 South,  
Range 22 East in the city of Edgerton, Johnson County, Kansas

LEGAL DESCRIPTION

All that part of the Southeast quarter and Northeast quarter of Section 34, Township 14 South, Range 22 East in the city of Edgerton, Johnson County, Kansas, being more particularly described as follows:

Commencing at the quarter corner common to said Section 34 and Section 35 of the fore mentioned Township and Range, said point being monumented by a 2.25-inch aluminum disc; Thence South 01° 30' 00" East, along the East line of Section 34, a distance of 110.01 feet to a prolongation of the North right of way of West 187th Street;

Thence South 89° 38' 31" West, a distance of 50.05 feet to the West right of way line of Waverly Road and a 58th inch bar set for the POINT OF BEGINNING;

Thence South 85° 38' 31" West along the North right of way line of West 187th Street, a distance of 1591.64 feet to a 58th inch bar set and the beginning of a curve tangent to said line;

Thence westerly a distance of 82.25 feet along the curve concave to the north, having a radius of 950.00 feet and a central angle of 04° 42' 37" to a 58th inch bar set;

Thence North 89° 37' 54" West, a distance of 45.78 feet to the beginning of a curve tangent to said line and a 58th inch bar set;

Thence westerly a distance of 107.31 feet along the curve concave to the south, having a radius of 1291.89 feet and a central angle of 04° 42' 36" to a point of compound curve to a 58th inch bar set;

Thence westerly a distance of 116.60 feet along the arc of said curve concave to the southeast having a radius of 100.00 feet and a central angle of 68° 48' 24" to a 58th inch bar set;

Thence South 02° 10' 38" East, a distance of 100.90 feet to a 58th inch bar set;

Thence South 89° 38' 38" West, a distance of 350.82 feet to a 58th inch bar set;

Thence North 83° 52' 24" East, a distance of 671.67 feet to the east-west centerline of Section 34;

Thence continuing North 53° 52' 24" East, a distance of 1930.08 feet to a 1/2 inch iron bar found with an "R/C KSLCS234" cap;

Thence North 88° 03' 39" East, a distance of 107.94 feet to a 58th inch bar set;

Thence South 89° 10' 38" East, a distance of 111.58 feet to a 1/2 inch iron bar found with an "R/C KSLCS234" cap;

Thence South 01° 56' 24" East, a distance of 1005.52 feet to a 1/2 inch iron bar found with an "R/C KSLCS234" cap;

Thence South 01° 56' 00" East, a distance of 89.73 feet to the true POINT OF BEGINNING. Said tract containing 1,327.744 square feet or 30.481 acres more or less.

Note: This description was written in the performance of a survey by Tobin R. Roberts, Kansas PLS 1339, in October of 2021. All bearings are referenced to Kansas State Plane Grid North.

Closeure Note: This description closes to 1 part in 967,000 feet with an error of 0.007"

SURVEY NOTES:

- This property may be subject to charges related to impact fees, and the applicant should contact the City regarding any applicable fees due.
- All monuments set shall be 5/8" by 24" rebar with stamped aluminum caps noting the firm registration number.
- Bearings and the coordinate system based on the Kansas Coordinate System of 1983, North Central Zone (1501), North American Datum of 1983.
- The entirety of this property lies in an "Area of Minimal Flood Hazard" per FEMA Map 20091C0119G, effective on 03/03/2009. No floodplain restrictions apply.
- All instruments listed herein were recorded in the official public records of Johnson County, Kansas unless otherwise noted.
- Visibility triangles shall be provided at the intersections of all public and private streets in accordance with City Ordinances. All landscaping within the visibility triangles shall comply with the visibility triangle ordinance.
- The following recorded subdivision plats were used in the performance of this survey:
  - The subdivision of Logistics Park Kansas City Third Plat, recorded at Bk. 201704, Pg. 6493
  - The subdivision of Logistics Park Kansas City Fourth Plat, recorded at Bk. 201704, Pg. 6494
  - The subdivision of Logistics Park Kansas City Phase VI, recorded at Bk. 201806, Pg. 6460
- Right of way of K&I Creek Road and the western portion of 187th Street were dedicated by the LPKC Third Plat. Right of way for the eastern portion of 187th Street was dedicated by LPKC Fourth Plat.
- This plat is based on a boundary survey performed by this surveyor and meets or exceeds state and local accuracy standards (1 part in 10,000 plus 0.10').

SURVEYOR'S CERTIFICATE:

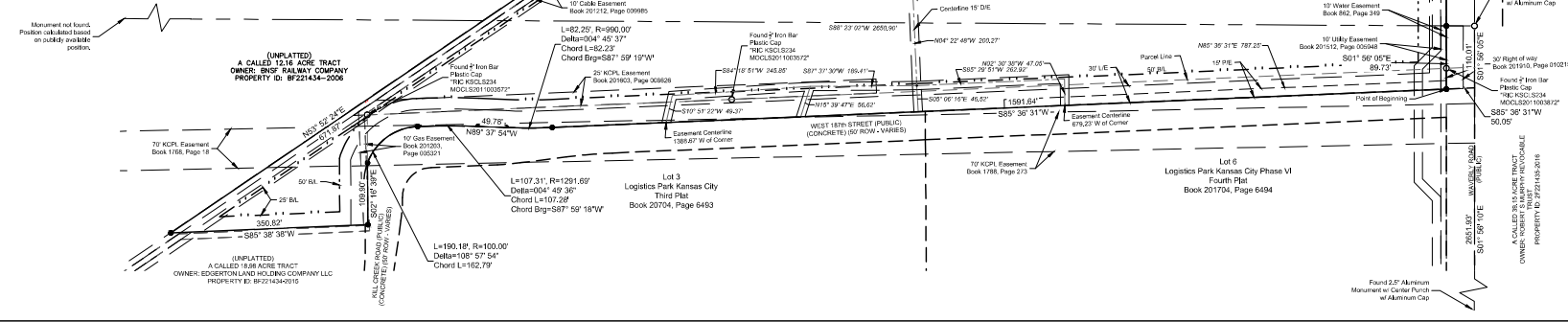
STATE OF KANSAS &  
COUNTY OF JOHNSON &

THIS is to certify that I, Tobin R. Roberts, a Registered Professional Land Surveyor of the State of Kansas, have plotted the above subdivision from an actual survey on the ground, and this plat correctly represents that survey made by me or under my direction and supervision.

Tobin R. Roberts  
LS Number 1339  
November 30, 2021



LOT INFORMATION					
LOT NO.	LOT AREA	FRONT SETBACK	SIDE SETBACK	REAR SETBACK	BUILDING ENVELOPE
1	1,327.706 SF 30.481 Acres	50'	25'	25'	1,993,400 SF 25,101 Acres
ROW	0 SF 0 Acres				



**EXCERPT FROM DRAFT MINUTES**

**EDGERTON CITY HALL  
PLANNING COMMISSION MEETING  
December 14, 2021**

A regular session of the Edgerton Planning Commission (the Commission) was held in the Edgerton City Hall, 404 E. Nelson Edgerton, Kansas on December 14, 2021. The meeting convened when Chairperson John Daley called the meeting to order at 7:00 PM.

**1. ROLL CALL**

Jeremy Little	absent
Charlie Crooks	present
Tim Berger	absent
Deb Lebakken	present
John Daley	present

With a quorum present, the meeting commenced.

Staff in attendance: Katy Crow, Development Services Director  
Beth Linn, City Administrator

**BUSINESS REQUIRING ACTION**

Chairman Daley stated during the remainder of this meeting, there will be four public hearings for new items and an opportunity to hear public comment and concerns regarding that specific item. He stated the applicant will be allowed to present their information in order for this commission to either approve that item or make a recommendation to the Governing Body, if so warranted.

He stated anyone wanting to speak during the public comments portion of tonight's meeting will be able to do so. He stated persons will be asked to sign in and provide their name and address for the record, speakers will be limited to 3 minutes each.

He stated comments must pertain to the specific item in which the public hearing is being held.

He stated as the chairman of this body, he reserves the right to modify these procedures as needed to conduct an orderly and efficient meeting.

**NEW BUSINESS**

**9. HOLD A PUBLIC HEARING TO CONSIDER APPLICATION PP2021-04 FOR A  
PRELIMINARY PLAT FOR LOGISTICS PARK KANSAS CITY FIFTH PLAT LOCATED  
NORTH OF 187<sup>TH</sup> STREET BETWEEN KILL CREEK ROAD AND WAVERLY ROAD**

Chairman Daley opened the Public Hearing at 7:12 PM.

Ms. Crow presented the application using the Staff Report information provided in the Planning Commission packet. She stated Aaron Burks and Melissa DeGonia from NorthPoint, were in attendance to represent the applicant. Upon conclusion of Ms. Crow's presentation, Mr. Burks stated that this

parcel is the triangle shaped piece of ground as shown on the map, south and directly adjacent to the BNSF Intermodal Maintenance Facility in the heart of LPKC.

Commissioner Lebakken asked what restrictive covenant is.

Ms. Crow responded that it is a stipulation that runs with the ground and thus must be shown on the Plat document. It is most commonly seen in residential developments which have an HOA in place. It can also be seen in commercial strip malls pertaining to common area maintenance. There will be none on this property.

Commissioner Crooks asked if the containers will be stacked on the ground.

Chairman Daley stated that those details will be discussed during review of the Site Plan.

With no further questions or comments, Chairman Daley closed the Public Hearing at 7:17 PM.

**10. CONSIDER APPLICATION PP2021-04 FOR A PRELIMINARY PLAT FOR LOGISTICS PARK KANSAS CITY FIFTH PLAT LOCATED NORTH OF 187<sup>TH</sup> STREET BETWEEN KILL CREEK ROAD AND WAVERLY ROAD**

Chairman Daley stated with the conclusion of the discussion on this item, the commission will now vote on Application PP2021-04, Preliminary Plat for LPKC Fifth Plat.

He asked for a motion to recommend approval, denial, or the continuance of PP2021-04.

Commissioner Lebakken made motion to approve the application with stipulations as listed in the Planning Commission packet, seconded by Commissioner Crooks. The Application was approved, 3-0.

**11. CONSIDER APPLICATION FP2021-03 FOR A FINAL PLAT FOR LOGISTICS PARK KANSAS CITY FIFTH PLAT LOCATED NORTH OF 187<sup>TH</sup> STREET BETWEEN KILL CREEK ROAD AND WAVERLY ROAD**

Ms. Crow presented the application using information from the Staff Report provided in the Planning Commission packet. She reminded the Commission that while the date indicated in the Staff Report for the item to be heard at the City Council meeting is January 13, 2022, the actual date can vary based upon the timeliness of the applicant's response to stipulations required on the submittal.

There were no comments made by the applicant.

There were no questions or comments made by the Commissioners.

Commissioner Crooks made motion to approve the application with stipulations as listed in the Planning Commission packet, seconded by Commissioner Lebakken. The Application was approved, 3-0.



## City Council Action Item

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**Council Meeting Date:** January 13, 2022

**Department:** Administration

### **Agenda Item: Consider a Contract for Services and Scope of Work with ETC Institute for the 2022 Citizen Survey**

**Background/Description of Item:**

In 2012, 2015, 2018 and 2020 the Edgerton City Council contracted with ETC Institute to perform a citizen survey. The results of those surveys have been used to assist the Governing Body in prioritizing funding and resources during the preparation of the annual budget. Staff would recommend contracting again with ETC to perform the citizen survey for 2022. This survey will allow the Governing Body to benchmark and compare the results against previous surveys in addition to regional and national survey results.

The draft contract includes the responsibilities for both ETC and the City as listed below for a total price of \$7,724. This is an increase of \$224 from 2020. New this year, ETC is including a question on the survey asking residents to opt in for a chance to win a \$500 Visa gift card as an incentive for completing the survey. This incentive is funded by ETC. The 2022 budget includes funding for the 2022 Citizen Survey.

ETC Institute's responsibilities:

- a) Finalizing the methodology for administering the survey based on input from the City.
- b) Including a question on the survey asking residents to opt in for a chance to win a \$500 Visa gift card as an incentive for completing the survey.
- c) Designing a community survey instrument that is up to that is up to 12-15 minutes in length (5-6 pages).
- d) 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.
- e) Conducting a pretest of the survey instrument.
- f) Printing and mailing the survey instrument (includes all costs for printing and mailing) and creating the online survey.
- g) 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.
- h) Conducting data entry and quality control review for completed surveys.
- i) Providing complete printouts of the data.
- j) 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.



- k) Conducting importance-satisfaction analysis to identify the types of improvements that will have the most impact on satisfaction with City services.
- 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) 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) Identifying requests for sub analysis of the data as appropriate

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

December 2021/January 2022

- Design survey instrument
- Approve survey instrument (City Council meeting January 13)
- Develop online survey

January 2022/February 2022

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

March 2022

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


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

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

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

**Budget Allocated:** \$8,000

x   
Karen Kindle, Finance Director

---

<b>Recommendation: Approve Contract for Services and Scope of Work with ETC Institute for the 2022 Citizen Survey</b>
---

**Enclosed:**

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

**Prepared by:**

Kara Banks, Marketing and Communications Manager

# **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 survey for the City of Edgerton, Kansas. The survey will be designed and administered during the end of 2021/beginning of 2022. The final report will be completed by March 31, 2022.
2. **Maximum Fixed Fee.** The maximum fixed fee for the services provided will be \$7,724. This includes \$618 to design the survey, \$2,162 for sample selection, \$2,781 to administer a 12-15 minute (5-6 pages) survey to households in the City of Edgerton, and \$2,163 for a formal report which includes an 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.
  - including a question on the survey asking respondents to opt-in to a chance to win a \$500 Visa gift card as an incentive for completing their survey.
  - designing a survey instrument that is up to 6 pages in length.
  - selecting a sample of households to be surveyed.
  - setting up the database.
  - conducting a pretest of the survey instrument.
  - completing 200 surveys by a combination of mail, online and phone ETC Institute's costs include all labor, postage and printing of the survey instrument itself 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.
  - conducting data entry and quality control review for all completed surveys.
  - Monitoring the distribution of the responses to ensure the sample reasonably reflects the demographic composition of the City with regard to age, geographic dispersion, gender, race, and Hispanic/Latino ancestry.
  - ETC Institute, if needed, will weight the data as needed if one or more demographic groups are over/underrepresented relative to recent Census estimates for the City's population.
  - providing complete printouts of the data.
  - conducting benchmarking analysis that shows how the results compare to ETC Institute's benchmarks.
  - conducting importance-satisfaction analysis to identify the types of improvements that will have the most impact on satisfaction with city services.
  - completing a final report which includes the following
    - An executive summary that includes the description of the survey methodology and major findings,
    - Charts and graphs for all questions on the survey,
    - Importance-Satisfaction Ratings that identify priorities for improvement,

- Benchmarking analysis that shows how the City compares to other communities,
    - Data tables showing the results for all questions on the survey, and
    - A copy of the survey instrument.
  - making webinar or on-site presentation of the results to the City at a mutually agreed upon date.
4. Responsibilities for the City will include the following:
- approving the survey instrument
  - providing a cover letter for the mail version of the survey
  - provide GIS shapefiles showing the boundaries of the City
  - identifying requests for subanalysis of the data as appropriate

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

1. Total Fee for services is \$7,724. Invoices will be submitted as follows:
- Survey and Sampling Plan Development: \$2,781.00
  - Initiate Survey Administration (Printing & Mailing): \$1,391.00
  - Survey Administration Complete: \$1,390.00
  - Analyze the Results and Draft Report: \$1,082.00
  - Final Report Delivered: \$1,08.00
  - Presentation of results: *Included*

## **ARTICLE III: MISCELLANEOUS PROVISIONS**

1. **Change in Scope.** The Scope of Services, for this contract shall be subject to modification or supplement upon the written agreement of the contracting parties. Any such modification in the Scope of Services shall be incorporated in this agreement by supplemental agreement executed by the parties.
2. **Termination of Contract.** This agreement may be terminated by either party upon 14 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. If the contract is terminated by the client, the client shall reimburse ETC Institute for the full value of any tasks that have been initiated, up to the total amount of the next scheduled invoice.
3. **Rights to Use the Data.** ETC Institute has the right to use the data as a component of ETC Institute's DirectionFinder® benchmarks, but ETC Institute will not release specific results without written approval from the client.

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

Donald Roberts, Mayor

City of Edgerton

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

Gregory S. Emas, CFO

ETC Institute

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

ETC Institute takes reasonable steps to protect survey response data and personal data regarding respondents. Survey Owner has received and reviewed a current copy of the ETC Institute Privacy Policy and understands and acknowledges its terms.

## City Council Action Item

---

**Council Meeting Date:** January 13, 2022

**Department:** Public Works

### **Agenda Item: Consider On-Call Master Services Agreement between City of Edgerton and Burns & McDonnell Inc. for On-Call Water & Wastewater Engineering Services**

**Background/Description of Item:**

During the November 2021 Work Session for the Wastewater Master Plan project, staff presented the need for additional services to maintain the model, to run development scenarios, to analyze existing infrastructure for capacity, as well as many other services.

These services are best acquired through a Master Services Agreement (MSA). This defines a scope of services for Engineering Services in the Water and Wastewater disciplines for the city to select and utilize. This Master Services Agreement is an on-call contract, whenever a need arises staff solicits the contract holder and creates a Task Order. The Task Order identifies which scopes/services from the MSA will be needed, sets a budget, and a schedule. The Task Order is project specific and is the only method for payment to the MSA contract holder. This type of contract is set so the City only pays for hours worked.

The MSA is proposed to have the option to renew for up to three years. At the end of the contract term, City staff would solicit a request for qualification for engineering services.

This contract is under review by the City Attorney and our Insurance representative. Staff recommends authorizing the Mayor to execute the contract upon final approval from City Attorney. Each Task Order in the future would be authorized according to the City purchasing policy.

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

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**Funding Source:** Varies depending on the task order. Task orders related to the annual maintenance programs would be charged to those projects. Task orders related to specific development projects would be charged to developer funding agreements. There is also funding included in the Water and Sewer Fund Budgets for more general task orders.

**Budget Allocated:** n/a. See note above.

x Karen E. Kindle  
Karen Kindle, Finance Director

**Recommendation: Approve On-Call Master Services Agreement between City of Edgerton and Burns & McDonnell Inc. for On-Call Water & Wastewater Engineering Services Pending Changes from City Attorney and Authorize the Mayor to Execute the Agreement.**

**Enclosed:** Draft Master Services Agreement  
Draft Task Order

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



## **CITY OF EDGERTON, KS PROFESSIONAL SERVICES AGREEMENT – TASK ORDER ENGINEER-OWNER AGREEMENT**

This AGREEMENT is made as of \_\_\_\_, 20\_\_\_\_, by and between the City of Edgerton, KS (hereinafter called OWNER) and Burns & McDonnell Engineering Company, Inc. (hereinafter called ENGINEER).

OWNER from time to time requires professional services in connection with the construction, design, operation and maintenance of its facilities. Therefore, OWNER and ENGINEER, in consideration of their mutual covenants, agree as follows:

ENGINEER shall serve as OWNER'S professional engineer in those assignments to which this AGREEMENT applies and shall give consultation and advice to OWNER during the performance of ENGINEER'S services all in accordance with the scope of services set forth in the applicable Task Order.

### **SECTION 1 - AUTHORIZATION OF SERVICES**

1.1 Services on any assignment shall be undertaken only upon written authorization of OWNER and agreement of ENGINEER. The parties shall use the form of Task Order attached hereto as **Exhibit A**.

1.2 Assignments may include Basic Services and/or Additional Services of ENGINEER.

### **SECTION 2 - BASIC SERVICES OF ENGINEER**

2.1 General. The Basic Services may include any of those tasks listed in this Section 2, as identified in the Task Order for a specific project.

2.1.1 Civil, structural, mechanical, electrical engineering services, architectural services, or other consulting services identified in the Task Order(s).

2.1.2 Advise OWNER as to the necessity of OWNER providing or obtaining services or data from others described in Paragraph 4.3, make recommendations as to the possible sources of such services, and act as OWNER'S representative in connection with any such services.

2.2 Concept Development

2.2.1 Consult with OWNER to determine OWNER'S requirements for the Project and available data.

2.2.2 Provide special analyses of OWNER'S needs, planning surveys, site evaluations, and comparative studies of prospective sites and solutions.

2.2.3 Provide general economic analyses of OWNER'S requirements applicable to various alternatives.

2.2.4 Prepare a Concept Development Report summarizing studies performed in accomplishing Paragraphs 2.2.2 and 2.2.3, including findings and recommendations for the Project, and furnish PDF review copy of the Report to OWNER.

2.3 Schematic Design Services

2.3.1 On the basis of OWNER'S concurrence with recommendations of the Concept Development Report, prepare schematic design documents indicating clearly the considerations involved and the alternative solutions available to OWNER; the schematic design shall include schematic layouts,



sketches, and preliminary design criteria, and set forth ENGINEER'S recommendations and establish the scope of the Project.

2.3.2 Prepare a preliminary cost opinion for the Project.

2.3.3 Furnish PDF copies of the above schematic documents and cost opinion.

2.3.4 Revise schematic design documents in response to OWNER'S and other parties' comments, as appropriate, and furnish final PDF copies of the revised schematic design documents to the OWNER.

## 2.4 Preliminary Design Services

2.4.1 On the basis of the approved schematic design documents, prepare preliminary design documents consisting of final design criteria, preliminary drawings, and outline specifications.

2.4.2 Prepare a revised preliminary cost opinion for the Project based on the information contained in the preliminary design documents.

2.4.3 Furnish PDF approval copies of the above preliminary design documents and revised cost opinion.

## 2.5 Final Design Services

2.5.1 On the basis of the approved preliminary design documents, prepare for incorporation in the Contract Documents detailed drawings to show the character and scope of the Work to be performed by contractors on the Project (hereinafter called the "Contract Drawings"), and Invitation to Bid, Instructions to Bidders, Bid Form, Agreement and Bond forms, General Conditions, and Specifications (all of which, together with the Contract Drawings, are hereinafter called the "Bid Documents") for review and approval by OWNER, its legal counsel, and other advisors as appropriate, and assist OWNER in the preparation of other related documents.

2.5.2 Provide technical criteria, written descriptions, and design data for OWNER'S use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design of the Project and assist OWNER in consultations with appropriate authorities.

2.5.3 Advise OWNER of adjustments in excess of ten percent of the cost opinion for the Project caused by changes in scope, design requirements, or construction costs and furnish a revised cost opinion for the Project based on the final Bid Documents.

2.5.4 Furnish PDF approval copies of the final Bid Documents.

## 2.6 Bidding or Negotiating Services

2.6.1 Assist OWNER in obtaining and evaluating bids or negotiating proposals and preparing construction contracts.

2.6.2 Consult with and advise OWNER as to the acceptability of subcontractors and other persons and organizations proposed by the prime construction contractor(s) [hereinafter called "Contractor(s)"], for those portions of the work as to which such acceptability is required by the Bid Documents.

2.6.3 Make recommendations regarding award of construction contracts.

## 2.7 Construction Phase Services

2.7.1 Consult with and advise OWNER and act as OWNER'S engineer as provided in ENGINEER'S standard General Conditions for the Construction Contract. The extent and limitations of the duties,

responsibilities, and authority of ENGINEER as assigned in said General Conditions shall not be modified without ENGINEER'S written consent.

2.7.2 Consult with and advise OWNER and act as OWNER'S engineer as may be provided in OWNER'S construction contract conditions furnished pursuant to Paragraph 4.11 herein. The extent and limitations of the duties, responsibilities, and authority of ENGINEER as may be assigned in said construction contract conditions or in supplements prepared thereto shall not be modified without ENGINEER'S written consent.

2.7.3 As OWNER'S engineer, ENGINEER shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions or programs, or for Contractor's failure to perform construction work in accordance with the Contract Documents, all of which shall remain the sole responsibility of the OWNER'S Contractor.

2.7.4 Review Contractor(s) schedules for Work progress, equipment and materials procurement, submittals, and values for partial pay purposes, and project cash flow requirements.

2.7.5 Review and accept Submittals of Contractor(s) for conformance with the design concept and intent of the Contract Documents.

2.7.6 Make visits to the Site at intervals appropriate to the stages of construction to (consult with and advise ENGINEER'S Resident Project Representative, if any, and) observe the progress and quality of the executed Work, and to determine, in general, if the Project is proceeding in accordance with the Contract Documents. ENGINEER shall not be required to make exhaustive or continuous inspections to check the quality or quantity of the Work.

2.7.7 Issue all instructions of OWNER to Contractor(s); prepare routine Supplemental Instructions, Change Orders and Construction Change Directives, as required; act as interpreter of the terms and conditions of the Contract Documents and judge of the performance thereunder by the parties thereto, and make decisions on claims of OWNER and Contractor(s) relating to the execution and progress of the Work and other matters and questions related thereto; but ENGINEER shall not be liable for the results of any such interpretations or decisions rendered by ENGINEER in good faith.

2.7.8 Review Contractor(s) applications for payment and supporting data, determine the amounts owing to Contractor(s), and approve in writing all payments to Contractor(s) in accordance with the Contract Documents.

2.7.9 Render periodic Work progress reports to OWNER.

2.7.10 Conduct an inspection to determine if the Project is substantially complete and a final inspection to determine if the Project has been completed in general in accordance with the Contract Documents, so that ENGINEER may approve, in writing, final payment to each Contractor.

## 2.8 Post-Construction Services

2.8.1 Provide qualified engineers during equipment start-up and instruct OWNER'S personnel in equipment function and intended use.

2.8.2 Prepare a reproducible Record Set of drawings revised to show significant changes made during construction of the Project in accordance with records provided by Contractor and ENGINEER'S Resident Project Representative, if any.

## **SECTION 3 - ADDITIONAL SERVICES OF ENGINEER**

### **3.1 General**

If authorized in writing by OWNER and agreed to in writing by ENGINEER, ENGINEER shall furnish or obtain from others Additional Services of the following types which are not considered normal or customary Basic Services. The scope of Additional Services may include:

#### **3.1.1 Grant and Loan Assistance**

Prepare applications and supporting documents for governmental grants, loans, or advances.

#### **3.1.2 Financial Consultation**

Consult with OWNER'S fiscal agents and bond attorneys and provide such engineering data as required for any bond prospectus or other financing requirements.

#### **3.1.3 Property Procurement Assistance**

Determine land and easement requirements and provide consultation and assistance on property procurement as related to professional services being performed.

#### **3.1.4 Administrative Assistance**

Provide Contract and Project administration to the degree authorized by OWNER.

#### **3.1.5 Obtaining Services of Others**

Provide through subcontract the services or data set forth in Paragraph 4.3.

#### **3.1.6 Furnishing renderings or models of the Project for OWNER'S use.**

#### **3.1.7 Miscellaneous Studies**

Investigations involving detailed consideration of operations, maintenance, and overhead expenses, and the preparation of rate schedules, earnings, and expense statements; feasibility studies; appraisals and valuations; detailed quantity surveys of material, equipment, and labor; and audits or inventories required in connection with construction performed by OWNER.

#### **3.1.8 Extraordinary Construction-Related Services**

3.1.8.1 Additional or extended services during construction made necessary by a force majeure, act of God, governmental action, severe weather, vandalism, terrorism, or other extraordinary event.

3.1.8.2 Consultation or other services after completion of the Construction Phase, such as frequent inspections during any guarantee period and reporting observed discrepancies under guarantees called for in any construction contract.

3.1.8.3 Preparing to serve or serving as a witness for OWNER in any litigation or other legal or administrative proceeding involving the Project.

#### **3.1.9 Preparation of an operating manual for use by OWNER.**

#### **3.1.10 Extra Services not specifically defined above that may be authorized by OWNER.**

### **3.2 Resident Services During Construction**

3.2.1 If requested by OWNER or recommended by ENGINEER and agreed to in writing by the other party, a Resident Project Representative and assistants shall be furnished and shall act as directed by ENGINEER in order to provide more extensive representation at the Project site during the Construction Phase.

3.2.2 The Resident Project Representative, through more extensive on-site observations of the work in progress, field checks of materials and equipment, and maintenance of jobsite records on conditions and activities, shall assist ENGINEER in determining that the Project is proceeding in accordance with the Contract Documents. However, the furnishing of such resident project representation shall not make ENGINEER responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions or programs, or for Contractor(s') failure to perform the construction work in accordance with the Contract Documents.

### 3.3 Contingent Additional Services

3.3.1 If services described under Contingent Additional Services in Section 3.3 are required due to circumstances beyond the ENGINEER'S control, the ENGINEER shall notify the OWNER prior to commencing such services. If the OWNER deems that such services described in Section 3.3 are not required, the OWNER shall give prompt written notice to the ENGINEER. If the OWNER indicates in writing that all or part of such Contingent Additional Services are not required, the ENGINEER shall have no obligation to provide those services.

3.3.2 Making revisions in Drawings, Specifications, or other documents when such revisions are:

3.3.2.1 inconsistent with approvals or instructions previously given by the OWNER, including revisions made necessary by adjustments in the OWNER'S program or Project Budget.

3.3.2.2 required by the enactment or revision of codes, laws, or regulations subsequent to the preparation of such documents.

3.3.2.3 due to changes required as a result of the OWNER'S failure to render a decision in a timely manner.

3.3.3 Providing services required because of significant changes in the Project including, but not limited to, size, quality, complexity, the OWNER'S schedule, or the method of bidding or negotiating and contracting for construction.

3.3.4 Preparing Drawings, Specifications, and other documentation and supporting data, evaluating Contractor's proposals, and providing other services in connection with Change Orders and Work Change Directives.

3.3.5 Providing services in connection with evaluating substitutions proposed by the Contractor and making subsequent revision to Drawings, Specifications, and other documentation resulting therefrom.

3.3.6 Providing consultation concerning replacement of Work damaged by fire or other cause during construction, and furnishing services required in connection with the replacement of such Work.

3.3.7 Providing services made necessary by the default of the Contractor, by major defects or deficiencies in the Work of the Contractor, or by failure of performance of either the OWNER or Contractor under the Contract for Construction.

3.3.8 Providing services in evaluating an extensive number of claims submitted by the Contractor or others in connection with the Work.

3.3.9 Prolonged construction administration more than sixty (60) days after substantial completion, or acceleration of the work schedule involving services beyond normal working hours.

3.3.10 Preparing documents for alternate, separate, or sequential bids or providing services in connection with bidding, negotiation, or construction prior to the completion of the Final Design Phase.

3.4 Delivery of construction projects using Design-Build or other form of alternative or collaborative delivery may be pursued and the OWNER is deemed to have prequalified ENGINEER, ENGINEERS's affiliates and Joint Venture Partners to provide such services at the OWNER's request, however a new agreement will be necessary as design build and other forms of alternative or collaborative delivery is not addressed in this Professional Services Agreement. The form of Agreement, scope, fee, and schedule will be mutually agreed upon based on specific requirements of the Project.

#### **SECTION 4 - RESPONSIBILITIES OF OWNER**

OWNER shall, within a reasonable time, so as not to delay the services of ENGINEER:

4.1 Provide full information as to OWNER'S requirements for the Project.

4.2 Assist ENGINEER by placing at ENGINEER'S disposal all available information pertinent to the assignment including previous reports and any other data relative thereto.

4.3 Furnish engineering services or data, such as core borings, probings and subsurface explorations; hydrographic surveys; laboratory tests and inspections of samples, materials, and equipment; appropriate professional interpretations of all of the foregoing; property, boundary, easement, right-of-way, topographic, and utility surveys; zoning and deed restrictions; and other special data or consultations, all of which ENGINEER may rely upon in performing its services under this AGREEMENT.

4.4 Guarantee access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform its services under this AGREEMENT.

4.5 Examine all studies, reports, sketches, cost opinions, Bid Documents, Drawings, proposals, and other documents presented by ENGINEER and render in writing decisions pertaining thereto.

4.6 Provide such professional legal, accounting, financial, and insurance counseling services as may be required for the Project.

4.7 Designate in writing a person to act as OWNER'S representative with respect to the services to be performed under this AGREEMENT. Such person shall have complete authority to transmit instructions; receive information; interpret and define OWNER'S policies and decisions with respect to materials, equipment, elements, and systems to be used in the Project; and other matters pertinent to the services covered by this AGREEMENT.

4.8 Give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of any defect in the Project.

4.9 Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.

4.10 Furnish, or direct ENGINEER to provide necessary Additional Services as stipulated in Section 3 of this AGREEMENT or other services as required.

4.11 If ENGINEER'S standard bidding requirements, agreement forms, and General Conditions are not to be used, but OWNER'S documents are to be used instead, OWNER shall provide copies of such documents for ENGINEER'S use in coordinating the Contract Drawings and Specifications.

#### **SECTION 5 - PERIOD OF SERVICE**

5.1 This AGREEMENT will become effective upon the first written notice by OWNER authorizing services hereunder.

5.2 This AGREEMENT shall be applicable to all assignments authorized by OWNER and accepted by ENGINEER subsequent to the date of its execution. All assignments authorized prior to the execution of this document, even if performed in whole or in part before the execution date, shall be governed by the terms and conditions of this AGREEMENT.

5.3 The provisions of this AGREEMENT have been agreed to in anticipation of the orderly and continuous progress of the Project through completion of the services stated in the AGREEMENT. ENGINEER'S obligation to render services hereunder will extend for a period which may reasonably be required for the completion of said services.

## **SECTION 6 - COMPENSATION**

6.1 Compensation. OWNER shall pay ENGINEER for services rendered and reimbursable expenses on the basis of Hourly Rates or a Lump Sum as follows, or as stated in the Task Order(s):

6.1.1 If on an Hourly Rate Basis:

6.1.1.1 For time spent by personnel, payment at the hourly rates indicated in the attached "Schedule of Hourly Professional Service Billing Rates" Form BMR22-6 attached as Exhibit B. Such rates include overhead and profit. The rate schedule is effective to December 31, 2022 and will be adjusted annually thereafter.

6.1.1.2 For reproduction, photocopy, telephone, fax, normal computer usage and computer-aided drafting (CAD), and mail, a technology charge per labor hour as specified on the rate schedule in effect at the time the Service is provided.

6.1.1.3 For expenses incurred by ENGINEER, such as authorized travel and subsistence, including airfare, food, lodging, automobile rental, commercial services, and incidental expenses, the cost to ENGINEER.

6.1.1.4 For company vehicle usage, and testing apparatus, amounts will be charged according to the ENGINEER's standard rates in effect at the time the Service is provided.

6.1.1.5 For Services rendered by other firms or individuals as subcontractors to ENGINEER, including but not limited to surveying, real property descriptions, soil borings, subsurface investigations, laboratory testing, field quality control tests, environmental data base search, photos, or other activities required or requested by CLIENT, the same will be billed at the cost to ENGINEER plus 10%.

6.1.2 If on a Lump Basis, the amount shall be as stated in the Task Order.

### **6.2 Statements**

Monthly statements, in ENGINEER'S standard format, will be submitted by the ENGINEER to the OWNER.

### **6.3 Payments**

Statements are payable upon receipt. A late payment charge of 1.5 percent per month or any partial month will be added to amounts not received within 30 days of the statement date. Time is of the essence in payments of statements, and timely payment is a material part of the consideration of this AGREEMENT. Costs, including reasonable attorney's fees, incurred by the ENGINEER in collecting any delinquent amount shall be reimbursed by the OWNER. If a portion of ENGINEER'S statement is disputed by OWNER, the undisputed portion shall be paid by OWNER by the due date. The OWNER shall advise the ENGINEER in writing of the basis for any disputed portion of any statement.

#### 6.4 Taxes

Taxes, other than United States federal and state income taxes, and Kansas City, Missouri earnings tax, as may be imposed by the United States, state, and local authorities, shall be in addition to the payment stated under "Amount of Payment".

### SECTION 7 - GENERAL CONSIDERATIONS

#### 7.1 Insurance

7.1.1 During the course of performance of these services, ENGINEER will maintain (in United States Dollars) the following insurance coverages:

<u>Type of Coverage</u>	<u>Limits of Liability</u>
Workers' Compensation Employers' Liability	Statutory \$500,000 Each Accident
Commercial General Liability Bodily Injury and Property Damage	\$1,000,000 Per Occurrence Combined Single Limit/ \$2,000,000 General Aggregate
Automobile Liability: Bodily Injury and Property Damage	\$1,000,000 Combined Single Limit
Professional Liability:	\$1,000,000 Per Claim and Annual Aggregate

If requested, ENGINEER will provide to OWNER certificates as evidence of the specified insurance.

7.1.2. Construction Contractors engaged by OWNER on each project on which ENGINEER is providing Services shall be required to provide General Liability Insurance naming the OWNER and the ENGINEER as an additional insureds, and all Construction Contractors' liability insurance policies covering claims for personal injuries and property damage shall be endorsed to add OWNER and ENGINEER using ISO endorsement Forms CG 20 10 07 04 and CG 20 37 07 04 or their equivalents as Additional Insureds. Construction Contractors shall be required to provide certificates evidencing such insurance to the OWNER and ENGINEER.

7.1.3. OWNER and ENGINEER waive all rights of recovery and subrogation against each other and their officers, directors, agents, or employees for damage covered by property insurance (including deductibles) during and after the completion of ENGINEER'S services. If the services result in a Construction Phase, OWNER'S construction Contractors shall be required to provide waivers of subrogation in favor of OWNER and ENGINEER for damage or liability covered by any Construction Contractor's policy of insurance. OWNER shall ensure that ENGINEER is a named insured and is provided a waiver of subrogation in their favor on any Builder's Risk insurance procured on a project on which ENGINEER is providing Services whether or not such insurance is procured by OWNER or its Construction Contractors.

#### 7.2 Professional Responsibility

7.2.1. ENGINEER will exercise reasonable skill, care, and diligence in the performance of ENGINEER'S services and will carry out its responsibilities in accordance with customarily accepted professional engineering practices. If the ENGINEER fails to meet the foregoing standard, ENGINEER will perform at its own cost, and without reimbursement from OWNER, the professional services necessary to correct errors and omissions which are caused by ENGINEER'S failure to comply with above standard, and

which are reported to ENGINEER within one year from the completion of ENGINEER'S services for the Project.

7.2.2. The obligations and representations contained in Paragraph 7.2.1 are ENGINEER'S sole obligation and OWNER'S exclusive remedy with respect to defects in the quality of services detected prior to project completion under a Task Order. OWNER'S failure to properly operate and maintain the project shall relieve ENGINEER of its liability for any damage caused in whole or in part by improper operation or maintenance.

7.2.3 No warranty, express or implied, is included in this Agreement or regarding any drawing, specification, or other work product or instrument of service or oral or written representation by ENGINEER or its employees or consultants.

7.2.4 Subject to Paragraph 7.14.1 and Section 8, the obligations and remedies stated in this Section 7.2, Professional Responsibility, are the sole and exclusive obligations of ENGINEER and remedies of OWNER, regardless of the cause of action pled including, without limitation, all types of negligence.

### 7.3 Cost Opinions and Projections

Cost opinions and projections prepared by ENGINEER relating to construction costs and schedules, operation and maintenance costs, equipment characteristics and performance, and operating results are based on ENGINEER'S experience, qualifications, and judgment as a design professional. Since ENGINEER has no control over weather, cost and availability of labor, material and equipment, labor productivity, construction Contractors' procedures and methods, unavoidable delays, construction Contractors' methods of determining prices, economic conditions, competitive bidding or market conditions, and other factors affecting such cost opinions or projections, ENGINEER does not guarantee that actual rates, costs, performance, schedules, and related items will not vary from cost opinions and projections prepared by ENGINEER.

### 7.4 Changes

OWNER shall have the right to make changes within the general scope of ENGINEER'S services, with an appropriate change in compensation and schedule, upon execution of a mutually acceptable amendment or change order signed by an authorized representative of the OWNER and the ENGINEER.

### 7.5 Suspension of Services

Should OWNER fail to fulfill its responsibilities as provided under Section 4 to the extent that ENGINEER is unduly hindered in ENGINEER'S services or if OWNER fails to make any payment to ENGINEER on account of ENGINEER'S services and expenses within 90 days after receipt of ENGINEER'S bill therefor, ENGINEER may, after giving seven days' written notice to OWNER, suspend services under this AGREEMENT until OWNER has satisfied OWNER'S obligations under this AGREEMENT.

### 7.6 Termination

7.6.1. Services may be terminated by the OWNER or ENGINEER by seven days' written notice in the event of substantial failure to perform in accordance with the terms hereof by the other party through no fault of the terminating party. Failure on the part of the OWNER to make payments to ENGINEER when due shall be considered substantial nonperformance and cause for termination. If so terminated, OWNER shall pay ENGINEER all amounts due ENGINEER for all services properly rendered and expenses incurred to the date of receipt of notice of termination, plus reasonable costs incurred by ENGINEER in terminating the services.

7.6.2. In the event of premature termination of the Project by the OWNER and through no fault of the ENGINEER, the ENGINEER shall be entitled to: (1) recover all reasonable costs and expenses incurred to date of termination, plus all costs incurred to assemble and close Project files and documents; (2) unavoidable down time in the reassignment of Project staff; (3) termination penalties/expenses related to third parties retained by ENGINEER in regard to its obligations under this contract.



#### 7.7 Delays

In the event the services of the ENGINEER are suspended or delayed by the OWNER, the ENGINEER shall be entitled to additional compensation for reasonable costs incurred by the ENGINEER in temporarily closing down or delaying the Project and reassigning Project staff (including, but not limited to, unavoidable down time and any termination expenses incurred where reassignment is not reasonably possible) and in organizing Project files, records, and work in progress for suspension and later resumption of the ENGINEER'S services.

#### 7.8 Legal Fees and Expenses

In the event that a dispute should arise relating to the performance of the services to be provided and should that dispute result in litigation, it is agreed that the prevailing party shall be entitled to recover all reasonable costs of litigation, including staff time, court costs, attorneys' fees, and other related expenses.

#### 7.9 Rights and Benefits

ENGINEER'S services will be performed solely for the benefit of the OWNER and not for the benefit of any other persons or entities.

#### 7.10 Dispute Resolution

7.10.1 Scope of Section: The procedures of this Section 7.10 and its subparts shall apply to any and all disputes between OWNER and ENGINEER (including disputes involving an officer, director or employee of either party) which arise from, or in any way are related to, this AGREEMENT, including, but not limited to the interpretation of this AGREEMENT, the enforcement of its terms, any acts, errors, or omissions of OWNER or ENGINEER in the performance of this AGREEMENT, whether in contract or in tort, and disputes concerning payment.

7.10.2 Exhaustion of Remedies Required: No action may be filed unless the parties first negotiate and, if necessary, mediate their disputes as set forth in this Paragraph. If timely Notice is given under Paragraph 7.10.3, but an action is initiated prior to exhaustion of these procedures, such action shall be stayed, upon application by either party to a court of proper jurisdiction, until the procedures in Paragraphs 7.10.3, 7.10.4, and 7.10.5 have been complied with.

##### 7.10.3 Notice of Dispute

7.10.3.1 For disputes arising prior to the making of final payment promptly after the occurrence of any incident, action, or failure to act upon which a claim is based, the party seeking relief shall serve the other party with a written Notice;

7.10.3.2 For disputes arising after the making of final payment, OWNER shall give ENGINEER written Notice at the address listed in Paragraph 7.18 within ninety (90) days after occurrence of any incident, accident, or first observance of defect or damage. In both instances, the Notice shall specify the nature and amount of relief sought, the reason relief should be granted, and the appropriate portions of this AGREEMENT that authorize the relief requested.

7.10.4 Negotiation: Within seven (7) days of receipt of the Notice, the Project Managers for the OWNER and ENGINEER shall confer in an effort to resolve the dispute. If the dispute cannot be resolved at that level within twenty-one (21) days after Notice then, upon written request of either side, the matter shall be referred to the Division President of the ENGINEER and the OWNER's, authorized representative. These officers shall meet at the Project Site or such other location as is agreed upon within thirty (30) days of the written request to resolve the dispute.

7.10.5 Mediation: If the OWNER'S and ENGINEER'S said officers are unable to resolve the dispute, then either side may request that the matter be submitted to mediation before a mediator mutually agreed upon. If the parties cannot agree on a mediator, then the American Arbitration Association shall appoint

one upon request. Any administrative or mediator's fees shall be split equally between the parties. The mediation shall take place in Kansas city, Missouri unless the parties mutually agree on another location.

7.10.6 Any legal action shall be filed in state or federal courts in the State of Kansas and each party expressly consents to jurisdiction therein.

7.10.7 Waiver Upon Final Payment: The making of final payment by OWNER and the acceptance of same by ENGINEER and ENGINEER'S subconsultants shall constitute a waiver of existing claims by the OWNER and such payee except those previously made in writing and identified as unsettled by OWNER at the time of payment, or by the payee at the time of such payee's final invoice. Except for those claims waived under Paragraph 7.1.3, final payment shall not constitute a waiver of claims by the OWNER relating to liens unsettled, or subsequent discovery of services not in compliance with this AGREEMENT. The waivers contained in Paragraph 7.1.3 shall continue to apply after final payment is made.

7.10.8 Waiver Due to Untimely Notice: Claims arising after the making of final payment shall be barred, and no suit or demand may be filed if Notice as stated in Paragraph 7.10.3.2 is not given. Nothing in this Paragraph shall be construed as directly or indirectly limiting the time to institute suit, but rather to give the responding party timely notice and prompt opportunity to investigate the allegations of the dispute.

7.11 The OWNER represents that it has sufficient funds or the means of obtaining funds to remit payment to the ENGINEER for services rendered by the ENGINEER.

#### 7.12 Publications

Recognizing the importance of professional development on the part of ENGINEER'S employees and the importance of ENGINEER'S public relations, ENGINEER may prepare publications, such as technical papers, articles for periodicals, and press releases, pertaining to ENGINEER'S services for the Project. Such publications will be provided to OWNER in draft form for OWNER'S advance review. OWNER shall review such drafts promptly and provide OWNER'S comments to ENGINEER. OWNER may require deletion of proprietary data or confidential information from such publications, but otherwise OWNER will not unreasonably withhold approval. The cost of ENGINEER'S activities pertaining to any such publication shall be for ENGINEER'S account.

#### 7.13 Indemnification for Pollution Related Claims

For services involving or related to pollution, toxic substances, or hazardous wastes or asbestos abatement work, OWNER agrees to release, defend, indemnify, and hold harmless ENGINEER and its officers, directors, employees, agents, and consultants and from all liability, claims, demands, damages, losses, and expenses, direct, indirect or consequential, including, but not limited to, claims of OWNER and other persons and organizations, reasonable fees and expenses of attorneys and consultants, and court costs arising out of the performance of this AGREEMENT. This indemnification provision extends to claims against ENGINEER which arise out of the actual, alleged, or threatened dispersal, escape, or release of chemicals, wastes, liquids, gases, or any other material, irritant, contaminant, or pollutant, or arising out of or resulting from asbestos abatement work.

#### 7.14 Indemnification

7.14.1 Except for those projects identified in Section 7.13, and subject to the provisions of Sections 4 and 8 of this Agreement, ENGINEER agrees to indemnify OWNER for damages, costs and expenses (including reasonable attorney's fees) but only to the extent caused by the negligent acts, errors or omissions of ENGINEER, its officers, directors, shareholders, employees, agents, and consultants, and any of them. Nothing in this Agreement shall require ENGINEER to provide a defense of the OWNER against any claim, suit or complaint.

7.14.2 OWNER agrees to indemnify ENGINEER for damages, costs and expenses (including reasonable attorney's fees) but only to the extent caused by the negligent acts, errors or omissions of OWNER, its officers, directors, shareholders, Contractors, employees, agents, and consultants, and any of them.

7.14.3 OWNER agrees that it will require all construction Contractors to indemnify, defend, and hold harmless OWNER and ENGINEER from and against any and all loss where loss is caused or incurred or alleged to be caused or incurred in whole or in part as a result of the negligence or other actionable fault of the Contractors, or their employees, agents, subcontractors, and suppliers.

7.14.4 If the services under a Task Order involve construction, and ENGINEER does not provide services during construction including, but not limited to, on-site observation, site visits, submittals review, and design clarifications, OWNER agrees to indemnify and hold harmless ENGINEER from or against any liability arising from the Project or this AGREEMENT.

#### 7.15 Computer Models

ENGINEER may use or modify ENGINEER'S proprietary computer models in service of OWNER under this AGREEMENT, or ENGINEER may develop computer models during ENGINEER'S service to OWNER under this AGREEMENT. Such use, modification, or development by ENGINEER does not constitute a license to OWNER to use or modify ENGINEER'S computer models. Said proprietary computer models shall remain the sole property of the ENGINEER. OWNER and ENGINEER will enter into a separate license agreement if OWNER wishes to use ENGINEER'S computer models.

#### 7.16 Reuse of Documents

All documents including Contract Drawings and Specifications prepared or furnished by ENGINEER (and ENGINEER'S independent professional associates and consultants) pursuant to this AGREEMENT are instruments of service in respect of the Project, and ENGINEER shall have the ownership and property interest therein whether or not the Project is completed. OWNER may make and retain copies for information and reference in connection with the use and occupancy of the project by OWNER and others; however, such documents are not intended or represented to be suitable for reuse by OWNER or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at OWNER'S sole risk and without liability or legal exposure to ENGINEER, or to ENGINEER'S independent professional associates or consultants, and OWNER shall indemnify and hold harmless ENGINEER and ENGINEER'S independent professional associates and consultants from and against all claims, damages, losses, and expenses, including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

#### 7.17 Electronic Media

Any electronic media furnished with respect to ENGINEER'S services are for OWNER'S information and convenience only. Such media are not to be considered part of ENGINEER'S instruments of service. (Due to the potential that information contained in electronic media can be modified by OWNER or others, ENGINEER, at its option, may remove all indicia of ENGINEER'S ownership and involvement from each electronic display.)

ENGINEER shall not be liable for loss or damage directly or indirectly, arising out of use of electronic media including, but not limited to, any loss of business or incidental or consequential damage. OWNER shall assume all risk and release, indemnify, and hold harmless ENGINEER, its officers, directors, employees, servants, agents, successors, and assigns, from and against each and every claim or cause of action that OWNER or others may have or which may arise in the future respecting use of the electronic media.

If there is a discrepancy between the electronic media files and the signed and sealed hard copies, the hard copies shall govern.

#### 7.18 Notices

Any Notice required under this AGREEMENT will be in writing, addressed to the appropriate party at the following addresses:

OWNER'S address:  
404 East Nelson  
Edgerton, KS 66021

ENGINEER'S address:  
9400 Ward Parkway  
Kansas City, MO 64113

#### 7.19 Successor and Assigns

OWNER and ENGINEER each binds itself and its successors, executors, administrators, and assigns to the other party of this AGREEMENT and to the successors, executors, administrators, and assigns of such other party, in respect to all covenants of this AGREEMENT; except as above, neither OWNER nor ENGINEER shall assign, sublet, or transfer its interest in the AGREEMENT without the written consent of the other.

#### 7.20 Controlling Law

This AGREEMENT shall be subject to, interpreted, and enforced according to the laws of the State of Missouri without regard to any conflicts of law provisions.

#### 7.21 Entire Agreement

This AGREEMENT represents the entire AGREEMENT between the ENGINEER and OWNER relative to the Scope of Services herein. All previous or contemporaneous agreements, representations, promises, and conditions relating to ENGINEER'S services described herein are superseded. Since terms contained in purchase orders do not generally apply to professional services, in the event OWNER issues to ENGINEER a purchase order, no preprinted terms thereon shall become a part of this AGREEMENT. Said purchase order document, whether or not signed by ENGINEER, shall be considered as a document for the OWNER'S internal management of its operations.

### **SECTION 8 – LIMITATION OF LIABILITY**

8.1 To the fullest extent permissible by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of ENGINEER, its officers, directors, shareholders, employees, agents, and consultants, and any of them, to OWNER and anyone claiming by, through or under OWNER, for any and all claims, losses, liabilities, costs or damages ("Liabilities") whatsoever arising out of, resulting from or in any way related to the Project or this Agreement from any form of negligence, professional errors or omissions (including breach of contract or warranty) of ENGINEER, its officers, directors, employees, agents or consultants, or any of them, SHALL NOT EXCEED the total compensation actually received by ENGINEER under the Task Order out of which the Liabilities arose. The parties agree that specific consideration has been given by the ENGINEER for this limitation and that it is deemed adequate.

8.2 In no event will ENGINEER be liable for any special, indirect, or consequential damages including, without limitation, damages or losses in the nature of increased Project costs, loss of revenue or profit, lost production, claims by customers of OWNER, or governmental fines or penalties.

IN WITNESS WHEREOF, the parties have made and executed this AGREEMENT as of the day and year first above written.

**THIS CONTRACT CONTAINS A BINDING ARBITRATION  
PROVISION WHICH MAY BE ENFORCED BY THE PARTIES**

**OWNER: City of Edgerton, KS**

**ENGINEER: Burns & McDonnell Engineering  
Company, Inc.**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

## Schedule of Hourly Professional Service Billing Rates

Position Classification	Classification Level	Hourly Billing Rate
General Office *	5	\$67.00
Technician *	6	\$85.00
Assistant *	7	\$102.00
	8	\$138.00
	9	\$166.00
Staff *	10	\$189.00
	11	\$209.00
Senior	12	\$232.00
	13	\$254.00
Associate	14	\$262.00
	15	\$265.00
	16	\$268.00
	17	\$270.00

### NOTES:

- Position classifications listed above refer to the firm's internal classification system for employee compensation. For example, "Associate", "Senior", etc., refer to such positions as "Associate Engineer", "Senior Architect", etc.
- For any nonexempt personnel in positions marked with an asterisk (\*), overtime will be billed at 1.5 times the hourly labor billing rates shown.
- For outside expenses incurred by Burns & McDonnell, such as authorized travel and subsistence, and for services rendered by others such as subcontractors, the client shall pay the cost to Burns & McDonnell plus 10%.
- A charge will be applied at a rate of \$9.95 per labor hour for technology usage, software, hardware, printing & reprographics, shipping and telecommunications. Specialty items are not included in the technology charge.
- Monthly invoices will be submitted for payment covering services and expenses during the preceding month. Invoices are due upon receipt. A late payment charge of 1.5% per month will be added to all amounts not paid within 30 days of the invoice date.
- The services of contract/agency and/or any personnel of a Burns & McDonnell subsidiary or affiliate shall be billed to Owner according to the rate sheet as if such personnel is a direct employee of Burns & McDonnell.
- The rates shown above are effective for services through December 31, 2022, and are subject to revision thereafter.



**CITY OF EDGERTON, KS TASK ORDER No. 1 FOR  
ENGINEER-OWNER AGREEMENT  
(Doc. No. AE-2 Exhibit A)**

This Task Order is entered into and authorized by Owner this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between The City Of Edgerton, KS (hereinafter called OWNER) and Burns & McDonnell Engineering Company, Inc. (hereinafter called ENGINEER).

The parties agree that the ENGINEER shall perform the following Services in accordance with the terms of the Engineer-Owner Agreement dated \_\_\_\_\_, 20\_\_\_\_ :

**1. Scope of Services:**

The City Of Edgerton, KS requests general consultation services to assist in development of strategies, and concepts to define capital, operations and maintenance requirements for various projects that may be identified from time to time by the City. The Engineer will provide these general consultation services in accordance with the Agreement subject to the cost limitations defined in paragraph 2. Compensation.

**2. Compensation:**

The basis of compensation for the above Services shall be:

Hourly Rate per ENGINEER's Rate Sheet, attached to the agreement as Exhibit B, subject to a not-to-exceed cap of \$10,000.00, as may be adjusted from time-to-time by written authorization from the City and acceptance by the Engineer.

**3. Other Terms:**

The terms of this Task Order supersede any contrary terms of the Engineer-Owner Agreement. IN WITNESS WHEREOF, the parties have made and executed this TASK ORDER as of the day and year first above written.

**OWNER: City of Edgerton, KS**

**ENGINEER: Burns & McDonnell  
Engineering Company, Inc.**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

## City Council Action Item

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**Council Meeting Date:** January 13, 2022

**Department:** Community Development

**Agenda Item: Consider a Month-to-Month Contract Extension with Clements Cleaning Service to Provide Janitorial Services for the Edgerton City Hall and Auxiliary Office Space until March 31, 2022**

**Background/Description of Item:**

In November 2021, the Edgerton City Council approved a one-year contract extension with Clements Cleaning Service, the City's vendor since February 2012, to provide janitorial services for Edgerton City Hall and Auxiliary Office spaces.

Following that meeting, staff had further discussions with the Clements regarding the increase in costs of cleaning supplies since 2012. Based on those discussions, staff issued a Request for Bid for Janitorial Services for 2022.

In the meantime, staff would recommend a month-to-month contract extension with Clements for January 1, 2022 to March 31, 2022. Before March 31, 2022, staff will present the bid results for consideration by the City Council. City Attorney also added a requirement that Clements provide written thirty (30) day notice of desire to terminate the contract. City may terminate at any time. All the other elements of the contract remain the same as was approved in November 2021.

The new contract extension was drafted and approved by the City Attorney.

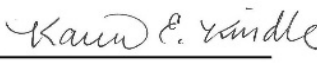
**Related Ordinance(s) or Statue(s):**

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**Funding Source:** General – Facilities – Building/Ground Maintenance

**Budget Allocated:** \$19,000

**Finance Director Approval:**

x   
Karen Kindle, Finance Director

**Recommendation: Approve a Month-to-Month Contract Extension with Clements Cleaning Service to Provide Janitorial Services for the Edgerton City Hall and Auxiliary Office Space until March 31, 2022**



**Enclosed:** Contract with Clements Cleaning Service

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

## INDEPENDENT CONTRACTOR AGREEMENT

**THIS AGREEMENT** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2022, by and between the City of Edgerton, Kansas, a Kansas municipal corporation, hereinafter referred to as "City", and Stephanie Clements with Clements Cleaning Service, hereinafter referred to as "Contractor".

### WITNESSETH:

**WHEREAS**, City desires to employ the services of Contractor, as an independent contractor, to provide janitorial services (hereinafter "Services") for the City; and

**WHEREAS**, said Contractor desires to accept employment as an independent contractor for Edgerton, Johnson County, Kansas, subject to all the terms and conditions of this Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants hereinafter contained, the parties agree as follows:

### SECTION ONE-DUTIES; SCOPE

The City hereby agrees to employ Contractor, as an independent contractor and not an employee, to provide Services for City Hall located at 404 E. Nelson Street, Edgerton, KS, to the City offices at 305 E. Nelson Street, Edgerton, KS and to the City offices at 312 E. Nelson, Studio B as provided herein. The Services to be furnished under this agreement shall consist of all cleaning and janitorial services necessary to maintain City Hall and City offices in a clean and orderly condition in accordance with general commercial practices.

The total area of **City Hall (cleaned on a weekly basis)** shall consist of the lobby, City Administrator Office, Assistant City Administrator Office, Administrative Staff Offices and File Room, City Hall with Kitchen and Men's and Women's Restroom.

The total area of **312 E. Nelson Street, Studio B (cleaned twice monthly)** shall consist of office space, kitchen, bathroom, conference room and hardwood stairs leading to upstairs unit.

The total area of **305 E. Nelson (cleaned twice monthly)** shall consist of office space, kitchen, bathroom and hardwood floors.

The Services required by this Agreement shall be performed in a manner acceptable to management. The Services covered by this Agreement shall be performed on the frequency described above, on a day determined by the Contractor, except as otherwise provided herein, at such times and in such manner as not to interfere with office operations and rentals of City Hall as directed by the City Administrator, or designee. The Contractor shall provide cleaning dates to City staff 48 hours in advance.

The City shall provide a wet mop and a dry mop for use at City facilities. All other materials and equipment, including tools, required for the performance of this Agreement shall be furnished by the Contractor.

The following Services shall be provided at all three locations upon every cleaning:

- a) Vacuum carpeted floors
- b) Dry mop and/or sweep linoleum floors
- c) Clean/dust all window sills, furniture, kitchen counters, table tops and similar horizontal surfaces
- d) Empty wastebaskets and recycle bins. All trash and recycling shall be placed in designated containers.

- e) Fully Clean Restrooms
- f) Wet mop floors
- g) Clean sinks, toilets and mirrors.
- h) Replenish toilet tissue and paper towels. Toilet tissue and paper towels supplied by the City.
- i) Clean water fountains
- j) Clean entrance doors and office window glass.
- k) Damp mop linoleum
- l) Remove soiled areas and spots from the carpet and upholstered chairs

The following Services shall be provided on an as-needed basis:

- a) Dust and/or clean tops of doors, cabinets, baseboards, exposed pipes, etc.
- b) Dust and remove spots from walls , woodwork
- c) Vacuum carpets with heavy duty carpet cleaner

## **SECTION TWO -TERM**

This Agreement supersedes all prior agreements between the parties and will become effective following approval by the City Council. The term of this Agreement shall be month to month beginning with January 2022 and shall terminate on March 31, 2022.

The Contractor may terminate the Contract upon no less than thirty (30) days written notice of termination prior to the date Contractor wishes to terminate. City may terminate this agreement at any time.

## **SECTION THREE- COMPENSATION**

City agrees to pay Contractor as follows for services rendered pursuant to this Agreement.

- \$435 for monthly cleaning of City Hall
- \$265 for monthly (2 times/month) cleaning of 305 E. Nelson
- \$175 for monthly (2 times/month) cleaning of 312 E. Nelson, Studio B

Contractor shall prepare and present a monthly invoice to the City setting forth time spent performing duties pursuant to this Agreement. Said invoice shall not include time spent by Contractor traveling to and from City facilities. City agrees to process payment provided by Contractor for services rendered during the month upon receipt of the invoice. Payment is made via direct deposit to the bank account number provided by the Contractor.

## **SECTION FOUR- DUTY TO DEFEND AND INDEMNIFY**

In accordance with Kansas law, the City agrees to defend and indemnify Contractor for any claims made against Contractor, excepting claims involving negligence by Contractor or its subcontractors, for actions or inactions by Contractor while acting within the scope of this Agreement.

## **SECTION FIVE – CONFIDENTIALITY AND NON-DISCLOSURE**

The identity and personal information of citizens, the City's work product and office operations must be kept strictly confidential at all times. Although Contractor is authorized to provide services on behalf of City, as an express condition of this Agreement, it is agreed that Contractor and any employees or subordinates performing work under Contractor's direction shall absolutely maintain confidential any information learned during the course of Contractor's work for City. Any indiscretion is grounds for immediate termination of Contractor.

**SECTION SIX- GENERAL PROVISIONS**

The text herein shall constitute the entire agreement between the parties. This Agreement shall become effective upon execution by Contractor and execution by the Mayor after approval by the City Council. Contractor shall be paid at the current monthly rate for any services performed prior to this Agreement becoming effective.

**SECTION SEVEN- CHOICE OF LAW**

This Agreement is to be construed and enforced in accordance with the laws of the State of Kansas and any action to enforce this Agreement shall be brought in the Johnson County District Court.

**SECTION EIGHT- MODIFICATION**

This Agreement cannot be modified or changed by any verbal statement, promise or agreement and no modification, change nor amendment, shall be binding on the parties unless it shall have been agreed to in writing.

**IN WITNESS WHEREOF**, the parties set their hands the day and year first above shown.

**CLEMENTS CLEANING SERVICE:**

**CITY OF EDGERTON, KANSAS**

\_\_\_\_\_  
Stephanie Clements

By: \_\_\_\_\_  
Donald Roberts, Mayor

APPROVED AS TO FORM:

ATTEST:

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

\_\_\_\_\_  
Alexandria Clower, City Clerk