

**EDGERTON CITY COUNCIL
MEETING AGENDA
CITY HALL, 404 EAST NELSON STREET
December 9, 2021
7:00 P.M.**

Call to Order

1. **Roll Call** ____ Roberts ____ Longanecker ____ Lewis ____ Brown ____ Beem
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

Motion: _____ Second: _____ Vote: _____

Regular Agenda

8. **Declaration.** At this time Council members may declare any conflict or communication they have had that might influence their ability to impartially consider today's issues.
9. **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.
10. **Official Results of 2021 General Election.**
Edgerton Mayor:
Donald Roberts
Edgerton Council At-Large:
Joshua Lewis
Josie Stambaugh
11. **Installation of Mayor and Councilmembers.** The City Clerk will administer the Oath of Office to the newly elected Governing Body.
12. **Election of President of City Council.** The Governing Body will elect a new President of Council to serve as Mayor Pro-Tem in the event the Mayor is unable to preside over meetings.

Motion: _____ Second: _____ Vote: _____

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

Motion: _____ Second: _____ Vote: _____

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

Motion: _____ Second: _____ Vote: _____

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

Motion: _____ Second: _____ Vote: _____

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)

Motion: _____ Second: _____ Vote: _____

17. Report by the City Administrator

18. Report by the Mayor

19. Future Meeting Reminders:

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

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

EVENTS

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

City of Edgerton, Kansas
Minutes of City Council Regular Session
November 18, 2021

A Regular Session of the City Council (the Council) was held in the Edgerton City Hall, 404 E. Nelson, Edgerton, Kansas on November 18, 2021. The meeting convened at 7:02PM with Mayor Roberts presiding.

1. ROLL CALL

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

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
- Public Works Director Dan Merkh
- CIP Manager Brian Stanley
- Public Works Superintendent Trey Whitaker
- Marketing & Communications Manager Kara Banks

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 October 28, 2021 Regular City Council Meeting
5. Approve One-Year Contract Extension with Clements Cleaning Service to Provide Janitorial Services for the Edgerton City Hall and Auxiliary Office Space for 2022
6. Approve Year-End Longevity Bonus for Employees
7. Approve Ordinance No. 2098 Providing for the Range of Salaries and Compensation of Various City Officers and Employees

Councilmember Longanecker moved to approve, seconded by councilmember Brown. The consent agenda was approved, 3-0.

Regular Agenda

8. **Declaration.** There were no declarations made by any of the Councilmembers.

9. **Public Comments.** Janeice Rawles, 709 Heather Knoll Dr., addressed the Council. She stated she would like an update from the Sheriff's Department on truck traffic, speeding, etc. on West 8th Street.

Deputy Johnson addressed the Council. He stated regarding the speeding, the average speed is about 33 mph on the road. There have been a few uncovered vehicles stopped and they have either been warned or cited. He stated dirt bikes, ATVs, etc. are stopped and cited.

Business Requiring Action

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

Ms. Beth Linn, City Administrator, addressed the Council. She stated as in previous years the City Council considers a yearly Usage and Maintenance agreement with the Edgerton Historic Society to pay the city for use of the Community Museum. She stated previously, the council has set this at \$1.00 per year, but may determine an appropriate amount and insert that into the draft agreement.

Mayor Roberts stated he would like to see the fee set like previous years at \$1.00.

The Governing Body unanimously agreed to donate the fee to cover the rent for the museum.

Councilmember Longanecker moved to approve the Facility Use and Maintenance Agreement with the Edgerton Historic Society for the Edgerton Community Museum and set the fee for the contract at \$1.00. Councilmember Lewis seconded the motion. The agreement was approved, 3-0.

Mr. Charlie Troutner gave a quick update on the museum. He stated currently the museum is still by appointment only and he hopes this will change soon. He stated there have been two exciting donations made to the museum. He thanked the city for the repairs that have recently been completed.

Mayor Roberts thanked Mr. Troutner for all the time and his continued dedication to the Museum.

Mr. Troutner stated Mr. Bill Braun moved to Texas but will remain president of the EHS.

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

11. CONSIDER THE 2022 FUNDING RECOMMENDATIONS FOR THE HUMAN SERVICE FUND

Ms. Julie Brewer, Executive Director for United Community Services of Johnson County, addressed the Council.

She thanked the Governing Body for their continued work and partnership with the Human Service Fund. She said it's exciting to be coming up on a decade of partnership together.

She stated the Human Service Fund is a City-County partnership that supports priority health and human services and has been managed by UCS since 1990. She stated general tax dollars are awarded to nonprofits which operate vital programs that meet needs of Johnson County residents who live with income at, below, or near federal poverty lines. She stated HSF provides direct benefit to local governments and taxpayers by reducing the need for more costly interventions at the public's expense, such as law enforcement, courts and code enforcement. She stated primary beneficiaries are residents at or below 200% Federal Poverty Line, which is \$43,920 for a family of 3. She stated this makes up about 15% of the population in Johnson County.

She stated since 1990, over 46 million dollars in funds have been awarded through HSF. She stated in 2020, jurisdictions committed \$397,776 to HSF. The 15 HSF grantees provided more than 168,000 units of service to more than 37,000 individuals in Johnson County. She stated units of service can be medical/dental appointments, meals, or nights of safe shelter.

Councilmember Longanecker asked if they were affiliated in any way with the people who do Meals on Wheels.

Ms. Brewer stated they are not. Meals on Wheels is a part of the Johnson County Government.

She stated recently UCS worked to provide a small grant pool for smaller organizations to do minor home repairs and maintenance work. She stated in 2022, UCS has a little under \$19,000 for the small grants pool. She stated they are also moving toward a two-year recommendation for established grantees and programs.

Mayor Roberts stated he has had conversations with people of how to deal with homelessness and he often refers people to UCS for help to find resources. He stated UCS does much more than providing a person with a roof over their head, they give people a network to help them learn and get out of tough situations.

Ms. Brewer stated Johnson County is fortunate, although there is a mindset that there is not a need in the Johnson County area, which is not the case. She stated the agencies in the area work very collaboratively to ensure all aspects of help are addressed, such as cold weather shelter and shelters for adults without minor children. She stated there are zero shelters for adult men without minor children and very few shelters for women. She stated there is now a shelter in the area that provides roughly 30 sleeping beds during the cold months. She stated staff meets with people to help move them from a shelter to housing stability.

Mayor Roberts stated in 2013 he challenged UCS to show how they benefit the City of Edgerton. He stated he believes the \$2,500 the city contributes is paid back twenty-fold at times. He stated it is a minimal donation that gets brought back way more to the community and the citizens.

There were no further questions or comments.

Councilmember Longanecker moved to approve the 2022 funding recommendation for the Human Service Fund, seconded by Councilmember Lewis. The funding recommendation was approved, 3-0.

12. CONSIDER AN AGREEMENT WITH TYLER TECHNOLOGIES, INC., FOR ERP SOFTWARE

Ms. Karen Kindle, Finance Director, addressed the Council. She stated at the October 28th City Council meeting, this item was tabled. She reminded Council of their proposed changes to the agreement, and then staff worked with the City Attorney, Tyler Technologies and GFOA to develop a proposal that met the guidance of the Governing Body. This new proposal does 3 things that were identified as most important: 1. Capped the annual renewals at the then current price, not to exceed 5%; 2. Changed the start date of the term to January 1, 2022; and 3. Removed the SaaS fees for the EnerGov solution for the first year of the term since the implementation of that software would not likely occur for a year. She stated the revised pages of the contract can be found in the council packet, with the entire contract available in the October 28, 2021 City Council packet.

She stated on the phone to answer any questions are Jay Kendell with Tyler Technologies and Mike Mucha with GFOA.

Mayor Roberts stated he was concerned with what a renewal would look like, but these revisions address that concern.

There were no further questions or comments.

Councilmember Lewis moved to approve the Agreement with Tyler Technologies for ERP Software, seconded by Councilmember Brown. The agreement was approved, 3-0.

13. CONSIDER AGREEMENT WITH HENDERSON BUILDING SOLUTIONS FOR GREENSPACE PROJECT TO PROVIDE OWNERS REPRESENTATIVE SERVICES

Mr. Dan Merkh, Public Works Director, addressed the Council. He stated in 2019, the City Council approved the CIP Budget for 2020-2024, the Greenspace Project was included in that budget with a time frame from April 2019 to May 2021 and a budget of roughly \$4.1M. The funding source is listed as general obligation bonds.

He stated this project includes the design and construction of the Greenspace Facility. The project includes a building of approximately 20,000-30,000 square feet. Public engagement was completed by city staff, identifying program elements including but not limited to; multi-use sports courts, meeting spaces, admin/management spaces, walking track, game, weight, fitness, and movie rooms, storm shelter and splash pad. He stated these details are to be finalized during Phase I.

He stated during the uncertainty of the pandemic in 2020, City Staff proposed revising the scope and schedule to the project. During CIP and COVID-19 impact discussions in 2020, Council approved the staff recommendations to change delivery method to design-bid-build and the schedule to have design slated in 2021.

He stated City Council had previously approved an agreement with Incite Design Studio for Phase I Design Services. As this is the first vertical build that the City has designed and built in many years, staff recommends strengthening our team by selecting a firm to provide owner's representative services. He stated this firm would advise the city with regards to the constructability, schedule, site logistics and construction budget of the project. He stated the owner's representative would bring significant experience in vertical construction and is crucial to the successful completion of the project, staying within the budget and schedule.

He stated letters of interest were sent out in October 2021 for the owner's representative role. He stated two firms submitted letters and based on interviews conducted, the selection committee recommends Henderson Building Solutions as the most qualified and best team for the project.

He stated if approved, it is anticipated that Henderson Building Solutions would immediately join Incite Design Studio in the design phase of the project. The completion date is greatly dependent on final design and ability to obtain needed materials. He stated any changes to the schedule impacting the completion date will be brought before Council.

He stated included in the packet is the standard professional services agreement, including scope of services for pre-construction phase services for the owner's representative. He stated this agreement structures payment for owners' representative services similar to city engineer services where the city pays only for hours provided.

He stated the agreement is still pending Henderson Building Solutions review. Upon final approval from City Attorney and City Engineer, staff recommends authorizing the Mayor to execute the agreement.

There were no questions or comments from the governing body.

Councilmember Lewis made motion to authorize the Mayor to execute the contract after final review and approval by the City Attorney and City Engineer. Councilmember Longanecker seconded the motion. The motion was approved, 3-0.

14. CONSIDER A CONTRACT WITH ELEVATEEDGERTON! FOR ECONOMIC DEVELOPMENT SERVICES FOR 2022

Ms. Beth Linn, City Administrator, addressed the Council. She stated like previous years, the Governing Body considers an annual agreement and funding allocation for ElevateEdgerton!

She introduced James Oltman, ElevateEdgerton! President, to the Council.

He stated the funding request is the same, as far as dollar amounts, which was reviewed and approved during budget discussions in May. He stated this amount has not changed for the last couple years.

He reviewed accomplishments from 2021.

He stated On the Go Travel Center is now open. He stated because of this first development, the possibility of new development is greater, the area needed that first anchor tenant. He stated the Edgerton Crossing Commercial Development has now been announced. He stated EE! was able to partner with Olathe Health to provide a Covid-19 Vaccine Clinic at LPKC. He stated over 300 Edgerton residents and LPKC employees were vaccinated. He stated there have been some smaller businesses opening their doors this past year, including Lewis Indoor Athletics. He stated in April, the housing study was completed which is an important piece to recruiting housing efforts. He stated there has been a 15% growth in EE! memberships from the private sector. He stated EE! completed two great marketing campaigns that have been released and received great feedback, the most recent one being "Explore Edgerton" which will have merchandise for sale with 100% of the proceeds going to the Mayor Christmas Tree fund. He stated there was recently a write up completed which shows how much a destination Southwest Johnson County is and how Edgerton plays a role in that.

There were no further questions or comments from the governing body.

Councilmember Lewis moved to approve the 2022 Contract with ElevateEdgerton!, seconded by Councilmember Longanecker. The contract was approved, 3-0.

15. CONSIDER REVISION TO LOGISTICS PARK KANSAS CITY PHASE I SANITARY SEWER MASTER PLAN

Mr. Merkh, Public Works Director, addressed the Council. He stated in attendance tonight are representatives from both NorthPoint Development and Renaissance Infrastructure Construction.

He stated in May 2017, Council approved the LPKC Phase I Sanitary Sewer Master Plan. This master plan was developed by Edgerton Land Holding Company (ELHC) and reviewed by City staff. He stated the original map, which has been included in the packet, shows a building at the upstream connection to the rail serve area, this building is labeled as IP XL and currently occupied by ColdPoint. He stated to date, they have been utilizing a holding tank for their sewer service, which requires pumping of the wastewater and hauling it off site. He stated the original intent was to remain on a holding tank until development continued to the west, and the infrastructure was installed to service the buildings. He stated at the time of development and installation of the infrastructure, ColdPoint would install a lift station pumping the flow to the west.

He stated in early fall of 2021, ELHC approached the city with a request to construct private wastewater infrastructure to pump the flow to the east into Big Industrial Lift Station. He stated included in the packet is a map showing the proposed revision to the Master Plan. He stated staff worked with ELHC to understand the impact and nature of this request, it was concluded

ELHC is requesting a permanent revision to the master plan. ELHC and RIC's proposed revision memo has been included in the packet.

He stated staff has reviewed the memo which addressed the majority of the concerns staff had regarding this request. However, due to the unknown type and schedule of future development of rail served properties, staff would recommend granting a temporary revision to the master plan rather than a permanent version. He stated additionally, the approval of the temporary revision should include a requirement that at the time of any future development in the area, ELHC would be required to provide an analysis of the specific development and its demands to sanitary sewer master plan to determine the best permanent solution for both IP XL and other future rail-serve development.

He stated the applicant will install and maintain the private infrastructure themselves, with no requested funds from the city.

He stated staff intends to review plans at the staff level for any future moving pieces, such as locates, etc. He stated the capacity at Big Industrial Lift Station can handle this change and the quality and quantity of flow will be monitored.

Councilmember Longanecker asked if ELHC will be paying and putting in the line themselves.

Mr. Merkh stated yes, the only cost for the city is the electricity at the lift station. He stated depending on nature, staff will analyze at every development stage.

Councilmember Brown asked if they will be charged for water usage.

Mr. Merkh stated yes.

Mr. Brett Powell, with NorthPoint, stated he would like consideration for this, because it's a refrigeration storage facility, there is a lot of water usage with cooling towers, etc. He would like to see the usage monitored by a meter.

Ms. Linn stated there might already be something in the city code that relates to that.

Mayor Roberts stated if it is in the code, one way or another, he would like to stick with what the code says.

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

Councilmember Longanecker moved to approve the revision to the LPKC Phase I Sanitary Sewer Master Plan, seconded by Councilmember Brown. The item was approved, 3-0.

16. PUBLIC HEARING ON THE PROPOSED PROJECT PLAN B1 WITHIN THE EDGERTON HOMESTEAD LANE RETAIL DISTRICT REDEVELOPMENT (TIF) DISTRICT

Mr. Scott Anderson, Bond Counsel, addressed the Council. He stated the City has previously created the Homestead Lane Retail TIF District on property generally located at the northeast and northwest corners of I-35 and Homestead Lane and has approved one project plan within

that district. He stated pursuant to a development agreement with Woodstone Properties, LLC, the City agreed to consider a TIF project plan for the redevelopment of approximately 42 acres located in the southwest corner of Homestead Lane and 199th Street.

He stated the developer proposes to construct one or two hotels, a conference center, travel center, restaurants, retail space, office space and associated infrastructure improvements on the Project Plan area. He stated the city proposes to construct public infrastructure improvements. Together, these improvements are considered Project Plan B1. He stated this project is an approximately \$90 Million project. Additionally, there will be sales tax generated and the city will receive one penny of that sales tax collected.

He stated to advance forward in the process, the city must first take certain actions as listed in the packet. He stated the next step is the completion of the public hearing on the proposed TIF District, and the final step in establishing Project Plan B1 is approval of the accompanying Ordinance by a 2/3 vote. The Ordinance is included in the council packet.

Mayor Roberts opened the public hearing at 7:48PM

Mr. Tim Gates with Agnes Gates Realty addressed the council. Mr. Gates is the realtor representing the property owner (Larry S. Alsup) who abuts the southwest corner of the parcel where Edgerton Crossing will be located. He stated they are glad to see progress and the planned development on this property. He stated at the same time, they do have some concerns with access to their property but understands these items can and will be addressed when it gets to Planning Commission and Council for a Final Plat. He stated they fully support this project and hope it develops.

With no further public comments, the Mayor then closed the public hearing at 7:50PM

17. CONSIDER ORDINANCE NO. 2099 APPROVING AND ADOPTING REDEVELOPMENT PROJECT PLAN B1 WITHIN THE EDGERTON HOMESTEAD LANE RETAIL DISTRICT REDEVELOPMENT (TIF) DISTRICT PROJECT IN THE CITY OF EDGERTON, KANSAS.

Councilmember Lewis moved to approve Ordinance No. 2099, seconded by Councilmember Brown. The Ordinance was approved, 3-0.

18. CONSIDER RESOLUTION NO. 11-18-21A APPROVING AND AUTHORIZING THE EXECUTION AND DELIVERY OF A DISPOSITION AND DEVELOPMENT AGREEMENT (PROJECT PLAN B1 – HOMESTEAD LANE RETAIL DISTRICT REDEVELOPMENT (TIF) DISTRICT.

Mr. Anderson stated now that the City has approved the ordinance related to the redevelopment of Project Plan B1, they must now agree with the developer on split of revenues, etc.

He stated along those lines, the draft Disposition and Development Agreement (DDA) provides that the developer has an estimated \$24.5 million dollars of private TIF reimbursable costs and the City has an estimated \$8.5 million dollars of public TIF reimbursable costs.

He added the DDA states that TIF Revenues are to be divided 50/50 between the City and the Developer for years 1-15 of the Project Plan B1. This agreement also states the City shall receive 100% of the TIF Revenues for years 16-20 unless the developer has not satisfied the conditions in section 4.3 of the Development Agreement. Those conditions can be found in the council packet. If the developer does satisfy the established conditions, TIF Revenues for years 16-20 shall be split 50/50 between the City and the Developer.

He stated the DDA also contains other covenants and agreements with respect to the project and certification of expense requirements.

Mayor Roberts stated from most TIF agreements he has seen, this one has many more claw backs. He stated he is not only happy these conditions were obtained, but it shows that the developer has high hopes and great intent on completing this project. He stated he looks forward to the partnership. Mr. Anderson stated a 50% split is very good for the city and there are many other cities that have received less.

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

Councilmember Lewis moved to approve Resolution No. 11-18-21A, seconded by Councilmember Longanecker. The Resolution was approved, 3-0.

19. PUBLIC HEARING REGARDING THE CREATION OF A COMMUNITY IMPROVEMENT DISTRICT (CID) FOR THE EDGERTON CROSSING WOODSTONE PROJECT

Mr. Anderson stated as part of the Woodstone Crossing Project, the City did receive a petition to create a community improvement district (CID). He stated this area, once designated as a CID, will levy a 1% sales tax with the proceeds going to the developer to reimburse them for certain eligible improvements and will run for a period of 22 years. He stated in order to create a CID, the city must first comply with certain steps as listed in the council packet. Prior to the approval of the Ordinance authorizing the creation of the CID, the city must first hold a public hearing.

Mayor Roberts opened the public hearing at 7:56PM.

With no comments from the public, Mayor Roberts then closed the public hearing at 7:56PM.

20. CONSIDER ORDINANCE NO. 2100 AUTHORIZING THE CREATION OF A COMMUNITY IMPROVEMENT DISTRICT (EDGERTON CROSSING WOODSTONE PROJECT) AND LEVYING A CID SALES TAX WITHIN SUCH DISTRICT.

Mayor Roberts asked how common CIDs are.

Mr. Anderson stated CIDs are very common. The statute for CIDs has been in effect for around 10 years. He stated virtually any new project in Olathe over the last 10 years has received CIDs. Lenexa with their City Center, Overland Park, Shawnee, etc. all have CIDs.

Councilmember Longanecker asked if the one percent sales tax proceeds come from the CID.

Mr. Anderson stated yes, one percent is added to the normal sales tax rate. This does not apply to liquor or fuel tax.

Councilmember Longanecker asked if the store would have to produce goods to get the extra 1 percent.

Mr. Anderson said that is correct. The tax only comes from goods sold within that CID.

Mayor Roberts stated the City too will still keep their one percent sales tax.

Mr. Anderson confirmed.

Ms. Linn stated this will be the same then on both sides of Homestead.

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

Councilmember Longanecker moved to approve Ordinance No. 2100, seconded by Councilmember Brown. The Ordinance was approved, 3-0.

21. CONSIDER RESOLUTION NO. 11-18-21B AUTHORIZING A COMMUNITY IMPROVEMENT DISTRICT DEVELOPMENT AGREEMENT FOR THE EDGERTON CROSSING WOODSTONE PROJECT

Mr. Anderson stated this Resolution approves the form of a CID Development Agreement. In this agreement, the City agrees to levy the 1% CID sales tax for a term of 22 years, commencing in January 2023. He stated for this particular project, the city also agrees to deposit all CID sales tax revenues in a fund and further agrees to use the money in that fund to reimburse the developer for eligible project expenses. He stated the developer agrees that the city can collect an annual 1% administrative fee to cover the city's expenses in administering the CID.

There were no questions or comments from the Governing Body.

Councilmember Brown moved to approve Resolution No. 11-18-21B, seconded by Councilmember Longanecker. The Resolution was approved, 3-0.

22. CONSIDER ORDINANCE NO. 2101 AUTHORIZING A TRANSIENT GUEST TAX GRANT DEVELOPMENT AGREEMENT WITH WOODSTONE PROPERTIES, LLC

Mr. Anderson stated the City levies a 6% transient guest tax (TGT) on the gross revenues received from all hotel and motel stays. The TGT is not charged on incidental expenses.

He stated as part of the project, Woodstone Properties, LLC is constructing one or two hotels. In the Development Agreement, the city agreed to make an economic development grant to the developer in an amount equal to a portion of the TGT received by the city from the hotels.

He stated the agreement states that the city will make an annual economic development grant to the developer each year equal to 50% of the transient guest taxes collected by the city. If the developer constructs certain infrastructure prior to January 1, 2029, then the developer will receive 75% of the transient guest taxes collected by the city from the developer's hotels. He stated the criteria to meet such is listed in the packet.

There were no questions or comments from the Governing Body.

Councilmember Brown moved to approve Ordinance No. 2101, seconded by Councilmember Longanecker. The Ordinance was approved, 3-0.

23. CONSIDER RESOLUTION NO. 11-18-21C DETERMINING THE INTENT OF THE CITY OF EDGERTON, KANSAS, TO ISSUE ITS INDUSTRIAL REVENUE BONDS IN ONE OR MORE SERIES, THE AGGREGATE PRINCIPAL AMOUNT OF ALL SERIES NOT TO EXCEED \$82,000,000, TO PAY THE COST OF CONSTRUCTING THE EDGERTON CROSSING PROJECT FOR THE BENEFIT OF WOODSTONE PROPERTIES, LLC.

Mr. Anderson stated the final incentive to consider for the project, is a project exemption certificate that the developer could use for items related to the cost of construction. He stated the project is not eligible for property tax abatement and the city is not requiring an origination fee at this time for the issuing of the bonds.

He stated the dollar amount proposed is based on the total size of the project, minus the land cost. He stated individual series bonds will need to be issued once the developer begins constructing.

He stated a public hearing is not required for this project, but notice was published of the intent to adopt the resolution.

He stated any bonds that are issued are not the general obligation of the city and the city is not held liable in any way.

Councilmember Longanecker asked if this is the same structure for Phase 1 of LPKC.

Mr. Anderson stated it is the same, there was a master resolution approved.

Mayor Roberts stated this has no property tax abatement, just sales tax.

Councilmember Longanecker moved to approve Resolution No. 11-18-21C, seconded by Councilmember Lewis. The Resolution was approved, 3-0.

24. CONSIDER ORDINANCE NO. 2102 PROHIBITING PARKING ALONG 200TH STREET EAST OF HOMESTEAD LANE UNTIL THE END OF ROADWAY IN THE CITY OF EDGERTON, KANSAS AND PROVIDING CERTAIN PENALTIES FOR VIOLATION THEREOF

Ms. Beth Linn addressed the Council. She stated with the opening of the new On the Go Travel Plaza, staff has identified a new location of trucks and vehicles parking on public

street that impedes the proper flow of traffic. She stated this can present an unsafe condition as the roadways do not contain a shoulder area and are not wide enough to allow for parked vehicles.

She stated the City Attorney has reviewed and approved the ordinance. She stated it is like other ordinances approved that include exemptions to emergency vehicles, city and utility vehicles, and any vehicles that are working on behalf of the city of a city event. She stated drivers found to be in violation of the proposed ordinance would be subject to a fine as outlined in the adopted Standard Traffic Ordinance.

There were no questions or comments from the Governing Body.

Councilmember Lewis moved to approve Ordinance No. 2102, seconded by Councilmember Longanecker. The Ordinance was approved, 3-0.

25. Report by the City Administrator

- Report on 502 E 2nd Street

Ms. Linn stated enclosed in the packet is a status update for the above address. She stated it does reference an inspection that was performed on November 12th by City Staff, noted that the homeowner has cleaned up exterior of site. She stated due to problems obtaining an HVAC unit, work has been stalled inside the house.

Councilmember Longanecker stated the house looks completely different.

Mayor Roberts stated he is happy to see the result this far. He stated he understands the supply chain issues and the prices are going up like crazy.

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

26. Report by the Mayor

Mayor Roberts asked the Sheriff's Office to give an update on crimes in the surrounding area.

Master Deputy Johnson addressed the Council. He stated as far as the robbery that occurred at On the Go, the suspects have been identified and the primary individual(s) are in custody. He stated prosecution is being sought in the jurisdiction that is most advantageous.

Mayor Roberts stated he has asked for the update because of chatter on social media. He stated law enforcement has been on top of this since the beginning.

Master Deputy Johnson stated yes, everyone has been identified.

Councilmember Longanecker stated he thinks it would be great to give a 4-day weekend to city staff so they can spend time with their friends and family for the holiday. He recommended the City grant an extra day for staff to include the 23rd as recognized holiday, allowing for the closure of city offices from December 23rd-24th.

Mayor Roberts requested a motion based on the recommendation of Councilmember Longanecker.

Councilmember Longanecker moved to approve the extra day off in recognition of the Holiday to include City offices closed from December 23rd-24th, seconded by Councilmember Lewis. The motion was approved, 3-0.

Ms. Linn stated this is very generous and City staff is very thankful. She stated the city has a tremendous group of public servants, the City staff is great and very thankful for the continued support from the governing body.

27. Future Meeting Reminders:

- December 9th: City Council Meeting – 7:00PM
- December 14th: Planning Commission Meeting – 7:00PM
- January 11th: Planning Commission Meeting – 7:00PM
- January 13th: City Council Meeting – 7:00PM
- January 27th: City Council Meeting – 7:00PM

28. CONSIDER RECESSING INTO EXECUTIVE SESSION PURSUANT TO K.S.A. 75-4319(B)(6) FOR PRELIMINARY DISCUSSIONS REALTED TO THE ACQUISITION OF REAL PROPERTY TO INCLUDE CITY ATTORNEY, CITY ADMINISTRATOR AND PUBLIC WORKS DIRECTOR TO DISCUSS PURCHASE CONTRACT SPECIFICS

Councilmember Lewis moved to recess into executive session pursuant to KSA 75-4319(B)(6) to include the City Attorney, City Administrator and Public Works Director for the purpose of Acquisition of Real Property for 5 minutes. The open meeting will resume in the Council Chambers. Councilmember Brown seconded the motion.

The meeting recessed into executive session at 8:29 PM, 3-0.

Councilmember Brown moved to return to open session with no action taken. Councilmember Lewis seconded the motion. Open session resumed at 8:34 PM, 3-0.

Mayor requested motion for the City Attorney to prepare a purchase agreement with the property owner for the purchase of 308 E Martin Street for \$30,000 and authorize the Mayor to execute the agreement.

Councilmember Longanecker moved to approve the above-mentioned motion, seconded by Councilmember Brown. The motion was approved, 3-0.

29. CONSIDER RECESSING INTO EXECUTIVE SESSION PURSUANT TO K.S.A. 75-4319(B)(1) FOR CONSULTATION WITH AN ATTORNEY DEEMED PRIVILEGED FOR THE PURPOSE OF DISCUSSION RELATED TO PERSONNEL MATTERS OF NONELECTED PERSONNEL TO INCLUDE CITY ATTORNEY

Councilmember Lewis moved to recess into executive session pursuant to KSA 75-4319(B)(1) to include the City Attorney for the purpose of discussions related to personnel matters of nonelected personnel for 5 minutes. The open meeting will resume in the Council Chambers. Councilmember Brown seconded the motion.

The meeting recessed into executive session at 8:38 PM, 3-0.

Councilmember Longanecker moved to return to open session with no action taken.
Councilmember Brown seconded the motion. Open session resumed at 8:43 PM, 3-0.

Mayor requested motion to give the City Administrator a 5% raise, retroactive back to July 2021.

Councilmember Longanecker moved to approve the above-mentioned motion, seconded by Councilmember Lewis. The motion was approved, 3-0.

30. Adjourn

Councilmember Brown moved to adjourn, seconded by Councilmember Lewis. All in favor. The meeting was adjourned at 8:47 PM.

Submitted by Alexandria Clower, City Clerk

EVENTS

November 19th: Yappy Hour
November 25-26th: City Hall Closed for Thanksgiving Holiday
November 29th: Trees due for Tree Decorating Contest
December 1st: Watercolor Christmas Cards
December 3rd: Mayor's Christmas Tree Lighting Ceremony
December 4th: Christmas Cookie Exchange
December 8th: Nominations due for Holiday Home Decorating Contest
December 10th: Kids Night Out
December 14th: Tales for Tots
December 15th: Senior Lunch & BINGO
December 24th: City Hall Closed for Christmas Holiday
December 29th: Nerf Battle

City Council Action Item

Council Meeting Date: December 9, 2021

Department: Administration

Agenda Item: Consider Renewal of Cereal Malt Beverage License Applications for 2022

Background/Description of Item:

Application for the following businesses have met the necessary requirements for issuance of cereal malt beverage license and recommended for approval by staff. License fees are established in 3-109 of the Edgerton Municipal Code in the amount of \$35.00 for retail. A separate stamp fee of \$25.00 for the State of Kansas has been collected.

The applications and recommendations are available for review in the City Clerk's Office.

License	Name	Address
#1	Jay Kay Inc.	101 East Morgan
#2	My Store III, Inc.	35201 W 200 th St.

Related Ordinance(s) or Statue(s): Ordinance 574

Funding Source: N/A

Budget Allocated: N/A

Finance Director Approval: N/A

Recommendation: Approve Renewal of Cereal Malt Beverage Licenses for Jay Kay Inc. at 101 East Morgan and My Store III at 35201 W 200th Street for 2022

Prepared by: Alexandria Clower, City Clerk



EDGERTON
global routes. local roots.

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

City Council Action Item

Council Meeting Date: December 9, 2021

Department: Administration

Agenda Item: Consider Approval of a Resolution No. 12-09-21A Declaring the Boundaries of the City of Edgerton, Johnson County, Kansas

Background/Description of Item:

Pursuant to K.S. A. 12-517 each year in which territory has been added to or excluded from a city's corporate limits, the city is required to adopt a resolution declaring those boundaries.

Exhibit A, prepared by the City Engineer, entitled "Boundary Description of the Corporate Limits of the City of Edgerton, Johnson County, Kansas," describes and depicts the legal boundaries of the City. Pursuant to K.S.A. 12-518 and as described in the resolution, the City Clerk will file certified copies of this Resolution with the Johnson County Clerk, the Johnson County Election Commissioner, the Johnson County Register of Deeds, and the Kansas State Transportation Engineer.

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

Funding Source: N/A

Budget Allocated: N/A

Finance Director Approval: N/A

Recommendation: Consider Approval of a Resolution No. 12-09-21A Declaring the Boundaries of the City of Edgerton, Johnson County, Kansas.

Enclosed: Resolution No. 12-09-21A
Exhibit A - Boundary Description of the Corporate Limits of the City of Edgerton,
Johnson County, Kansas

Prepared by: Beth Linn, City Administrator

RESOLUTION NO. 12-09-21A

**A RESOLUTION DECLARING THE BOUNDARIES OF THE CITY OF
EDGERTON, JOHNSON COUNTY, KANSAS**

WHEREAS, the Governing Body is required under K.S.A. 12-517 to declare by Resolution the entire boundary of the City in any year in which territory has been added to or excluded from the City.

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

Section 1. Declaration of Boundary. The Governing Body of the City hereby finds and determines that the boundaries of the City of Edgerton, Johnson County, Kansas as of December 31, 2021 are as described and depicted in the attached "Exhibit A" entitled "Boundary Description of the Corporate Limits of the City of Edgerton, Johnson County, Kansas."

Section 2. Filing of Certified Copies. The Governing Body hereby directs and instructs the City Clerk to file, pursuant to K.S.A. 12-518, certified copies of this Resolution with the Johnson County Clerk, the Johnson County Election Commissioner, the Johnson County Register of Deeds, and the Kansas State Transportation Engineer.

Section 3. Effective Date. This Resolution shall take effect and be in full force immediately after its adoption by the Governing Body.

ADOPTED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR OF THE CITY OF
EDGERTON, KANSAS ON THE 9th DAY OF DECEMBER 2021.

ATTEST:

CITY OF EDGERTON, KANSAS

Alexandria Clower, City Clerk

By: _____
Donald Roberts, Mayor

APPROVED AS TO FORM:

Lee Hendricks, City Attorney

EXHIBIT A
BOUNDARY DESCRIPTION OF THE CORPORATE LIMITS
OF THE CITY OF EDGERTON, JOHNSON COUNTY, KANSAS

TRACT 1

Commencing at the Northeast corner of Section 12, Township 15 South, Range 21 East, Johnson County, Kansas: thence West along the North line of said Section 12, a distance of 261.4 feet, to the point of beginning; thence South $0^{\circ}44'53''$ East a distance of 507.4 feet; thence North $89^{\circ}57'07''$ West a distance of 65.74 feet; thence North $0^{\circ}44'53''$ West a distance of 318.04 feet; thence North $89^{\circ}57'07''$ East a distance of 56.94 feet; thence North $0^{\circ}44'53''$ West a distance of 44 feet more or less to the southeast corner of the KCPL substation tract; thence West along the south line of the KCPL substation tract a distance of 100 feet to the southwest corner of said KCPL tract; thence North along the West line of said KCPL tract a distance of 100 feet to the South right-of-way line of U.S. Highway 56; thence west along the South right-of-way of U.S. Highway 56 a distance of 264 feet more or less; thence South $16^{\circ}02'00''$ East a distance of 767.51 feet; thence South $01^{\circ}16'00''$ East a distance of 193.84 feet; thence S. $69^{\circ}03'E$. 220.49 feet; thence S. $88^{\circ}38'E$. to a point on the West right-of-way line of West 6th Street; thence along the West right-of-way line of West 6th Street North 200.50 feet; thence S. $88^{\circ}38'E$. to the East line of said Section 12; thence South along said East line to a point which is 208.71 feet North of the Southeast corner of the Northeast $\frac{1}{4}$ of said Section 12; thence West parallel with the South line of said Northeast $\frac{1}{4}$, 228.71 feet; thence South 208.71 feet to the South line of said Northeast $\frac{1}{4}$; thence East along said South line, 228.71 feet to the Southeast corner of said Northeast $\frac{1}{4}$; thence South, along the East line of said Section 12 to a point 1,007.56 feet North of the Southeast corner of the Southeast $\frac{1}{4}$ of said Section 12; thence West 1,324.79 feet along the South line of the North 100 acres of the Southeast $\frac{1}{4}$ of said Section 12; thence South 20 feet along the West line of the East $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of said Section 12; thence West 642 feet along the North line of the South 30 acres of the West $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of said Section 12; thence South 471.43 feet; thence West 292.8 feet; thence South 515 feet to a point on the South line of said Section 12; thence East along the South line of said Section 12 to the Southwest corner of Section 7, Township 15 South, Range 22 East; thence continuing East along the South line of said Section 7 to the Southeast corner of the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of said Section 7; thence North along the East line of the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of said Section 7 to a point on the South line of the North $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of said Section 7, which line is also the South line of Glendell Acres, Second Plat; thence East along said South line a distance of 463 feet to the Southeast corner of said Plat; thence North along the East line of said Plat to a point on the South line of Lot 41, Glendell Acres, First Plat; thence East along the South line of Glendell Acres, First Plat to a point 10.0 feet West of the Southeast corner of Lot 51, Glendell Acres, First Plat Amended; thence South $11^{\circ}30'42''$ West, 464.48 feet; thence North $89^{\circ}31'32''$ East, 90.24 feet to a point on the Northwest line of the Atchison, Topeka and Santa Fe Railroad Company right-of-way; thence Northeasterly along said Northwesterly railroad right-of-way line to a point on the South line of the Northeast $\frac{1}{4}$ of said Section 7; thence East along the South line of said Northeast $\frac{1}{4}$ a distance of 384 feet, more or less, to the Southwest corner of Lot 1, County Clerk's Subdivision of the Northeast $\frac{1}{4}$ of said Section 7; thence North and Northeasterly along the West and North lines of said Lot 1 to the Northeast corner thereof; thence South 84 feet to the Northwest corner of Lot 2 of said County Clerk's Subdivision; thence South along the West line of said Lot 2, approximately 566 feet to a point that is 150 feet North of the South Line of said Lot 1; thence Westerly parallel to and 150 feet North of the South line of said Lot 1 to a point 225 feet from the East line of said Lot 1; thence Southerly parallel to and 225 West of the East line of said Lot 1 approximately 150 feet to the South line of said Lot 1; thence Easterly along the South line of said Lot 1 approximately 225 feet to the Southeast corner of said Lot 1, said point also being the

Southwest corner of said Lot 2; thence East along the South line of said Lot 2 to the Southeast corner of said Lot 2; said point also being the Southeast corner of the Northeast $\frac{1}{4}$ of said Section 7 and the Northwest corner of the Southwest $\frac{1}{4}$ of Section 8, Township 15 South, Range 22 East; thence South along the West line of the Southwest $\frac{1}{4}$ of said Section 8 to the Southwest corner of said Section 8; thence South along the West line of the Northwest $\frac{1}{4}$ of Section 17, Township 15 South, Range 22 East, Johnson County, Kansas, 378 feet; thence West parallel to the North line of the Northeast $\frac{1}{4}$ of Section 18, Township 15 South, Range 22 East, Johnson County, Kansas, 576.20 feet; thence North parallel to the East line of said Northeast $\frac{1}{4}$, 378 feet to a point on the North line of said Northeast $\frac{1}{4}$; thence West along said North line of said Northeast $\frac{1}{4}$ to the Northwest corner of said Northeast $\frac{1}{4}$; thence South along the West line of said Northeast $\frac{1}{4}$, 920.40 feet; thence West parallel to the North line of the Northwest $\frac{1}{4}$ of said Section 18, approximately 1,140 feet to a point on the Easterly line of a tract of land conveyed to the Southern Kansas Railway Company in that certain warranty deed dated April 26, 1899 and recorded June 15, 1899 in book 79 at page 626 of register of deeds records of Johnson County, Kansas; thence South $17^{\circ} 25'$ East, along said Easterly line of said tract, 200 feet; thence South $72^{\circ} 35'$ West, along the Southerly line of said tract, 237.4 feet to a point on the West line of the East $\frac{1}{2}$ of said Northwest $\frac{1}{4}$ of Section 18; thence South along said West line, 345 feet, to the point of beginning of a certain tract of land conveyed to the Southern Kansas Railway Company in that certain warranty deed dated April 26, 1899 and recorded June 15, 1899 in book 79 at page 624 of register of deeds records of Johnson County, Kansas; thence South 26° East along the Northeasterly line of said tract, 400 feet; thence South 26° West along the Southeasterly line of said tract, 195 feet to a point on said West line of the East $\frac{1}{2}$ of said Northwest $\frac{1}{4}$; thence South along said West line to the Southwest Corner of the East $\frac{1}{2}$ of said Northwest $\frac{1}{4}$ of Section 18; thence East along the South line of said East $\frac{1}{2}$ to the Southeast corner of said Northwest $\frac{1}{4}$ of Section 18; thence South 904.4 feet along the West line of the Southeast Quarter of said Section 18 to the North right-of-way line of Interstate 35; thence Northeasterly along the North right-of-way line of said I-35 to a point on the North line of the Southeast Quarter of said Section 18, said point being 1017.6 feet West of the Northeast corner of the Southeast Quarter of said Section 18; thence Northeasterly along said right of way line of Interstate 35 approximately 1,325.7 feet to a point on said existing right of way line of Interstate 35 that is 100 feet West of and 879.9 feet North of the Southeast corner of the Northeast $\frac{1}{4}$ of said Section 18; thence Northeasterly continuing along said right of way line of Interstate 35, 555.1 feet; thence East 25.0 feet to a point on the East line of said Northeast $\frac{1}{4}$, said point being 1429.9 feet North of the Southeast corner of said Northeast $\frac{1}{4}$; thence East 25.00 feet to a point on the Northerly right-of-way of I-35, thence South $07^{\circ}14'53''$ East along said right-of-way, 704.57 feet; thence South $85^{\circ}51'43''$ East along said right-of-way, 746.60 feet; thence North $78^{\circ}07'04''$ East along said right-of-way, 401.10 feet; thence North $73^{\circ}49'42''$ East along said right-of-way, 1,316.03 feet, to a point on the East line said Northwest $\frac{1}{4}$; thence North along said East line to the Northeast corner of said Northwest $\frac{1}{4}$; thence continuing North along the East line of the Southwest $\frac{1}{4}$ of Section 8, Township 15 South, Range 22 East 1,320.38 feet to the South line of an existing cemetery; thence West along the South line of the existing cemetery to the Southwest corner of said cemetery; thence North along the West line of said cemetery to the Northwest corner of said cemetery; thence East along the North line of said cemetery to a point on the East line of said Southwest $\frac{1}{4}$; thence North along said East line to the Northeast corner of said Southwest $\frac{1}{4}$; thence West along the North line of said Southwest $\frac{1}{4}$ to the Northwest corner of said Southwest $\frac{1}{4}$ and the Southeast corner of Lot 2 of County Clerk's Subdivision of the Northeast $\frac{1}{4}$ of said Section 7; thence North along the East line of said Lot 2 to the North line of the South 775.50 feet of said Lot 2 of said County Clerk's Subdivision; thence West along the North line of the South 775.50 feet of said Lot 2 to a Northwesterly line of said Lot 2; thence Northeasterly along the Northwesterly lines of said Lot 2 to a point on the Southeasterly right-of-way line of the original right-of-way of the Kansas City and Santa Fe Railroad Company, now the Atchison, Topeka and Santa Fe Railway Company,

said point being 100.00 feet Southeasterly of and measured at right angles to the original center line of main track of said Railroad Company; thence Northeasterly along said right-of-way line, 165.0 feet, more or less, to a point on the Northeasterly right-of-way line of the S.M. Crockett Road No. 61; thence Southeasterly along said road right-of-way to the Southeast corner of Lot 4 of the County Clerk's Subdivision of part of the Northeast $\frac{1}{4}$ of Section 7 and part of the Northwest $\frac{1}{4}$ of Section 8, said Southeast lot corner being a point on the East line of Section 7, 1,152.3 feet, more or less, North of the Southeast corner of the Northeast $\frac{1}{4}$ of Section 7; thence Northerly along the East line of Section 7 to the Southwest corner of Lot 1 of County Clerk's Subdivision of the Northwest $\frac{1}{4}$ of Section 8; thence Northeasterly along the Southeast line of said Lot 1 a distance of 1,110 feet, more or less; thence Northwest on a line that is perpendicular to the Southeast line of said Lot 1, a distance of 50.0 feet, more or less, to the South right-of-way line of the existing Atchison, Topeka, and Santa Fe Railroad Company tracks; thence Westerly along said South right-of-way line to a point on the Eastward extension of the North right-of-way line of Nelson Street; thence Westerly along said North right-of-way line, a distance 235.0 feet, more or less, to a point on the Westerly right-of-way line of the Atchison, Topeka, and Santa Fe Railroad Company; thence Northeasterly along said right-of-way a distance of 175 feet, more or less, to a point on the West right-of-way line of Sixth Street; thence Northerly along the West right-of-way line of Sixth Street a distance of 180.0 feet, more or less; thence Easterly 60.0 feet to a point on the Northwesterly right-of-way line of the Atchison, Topeka, and Santa Fe Railroad Company, common to the Southeast corner of Lot 7 of County Clerk's Subdivision; thence Northeasterly along said right-of-way, a distance of 843.0 feet to the Northeasterly corner of Lot 8; thence Westerly along the Northerly boundary of Lot 8 to a point on the centerline of Sixth Street; thence Northerly 140 feet, more or less, to the North line of Section 7; thence Easterly long the North line of Section 7 to the Northwesterly right-of-way of the Atchison, Topeka and Santa Fe Railroad Company; thence Northeasterly along said Northwesterly railroad right-of-way to the East line of Section 6, Township 15 South, Range 22 East; thence North along said East line 90 feet to a point 2,026 feet South of the Northeast corner of the Southeast $\frac{1}{4}$ of said Section 6; thence Southwesterly along the Northerly right-of-way line of U.S. Highway 56 and a curve to the right 670 feet, more or less; thence continuing along said Northerly right-of-way line North at right angles 30 feet, more or less; thence Southwesterly along said right-of-way 625 feet to a point on the centerline of Bull Creek, said point being 160 feet, more or less, North of the South line of said Section 6; thence continuing along said Northerly right-of-way line North and West along the centerline of said Bull Creek to a point 280 feet, more or less, North of the South line of said Section 6; thence continuing along said Northerly right-of-way line Northerly 60 feet; thence continuing along said Northerly right-of-way line Westerly 95 feet; thence continuing along said Northerly right-of-way line Southerly perpendicular to the South line of said Section 6, a distance of 260 feet to a point 56 feet North of said South line of said Section 6; thence continuing along said Northerly right-of-way line Westerly 523 feet, more or less, to a point 54.6 feet North of the Southwest corner of the Southeast $\frac{1}{4}$ of said Section 6; thence continuing along said Northerly right-of-way line South along the West line of the Southeast $\frac{1}{4}$ of said Section 6, 10 feet; thence continuing along said Northerly right-of-way line Westerly to a point 40 feet East of and 40 feet North of the Southeast corner of the Southwest $\frac{1}{4}$ of said Section 6; thence continuing along said Northerly right-of-way line West parallel to and 40 North of the South line of said Section 6 to the West line of said Section 6; thence continuing along said Northerly right-of-way line West parallel to and 40 feet North of the South line of the Southeast $\frac{1}{4}$ of Section 1, Township 15 South, Range 21 East, 261.4 feet; thence South 40 feet to a point on the South line of said Section 1 and the Point of Beginning.

ALSO:

All of the Southwest Quarter and the Northwest Quarter of Section 17, Township 15 South, Range 22 East in Johnson County, Kansas, lying South and East of the Interstate 35 right-of-way (see Annexation Ordinance No. 1083)(including the right-of-way for Sunflower Road).

ALSO:

All that part of the Northeast Quarter of Section 5, Township 15, Range 22, in Johnson County, Kansas, lying North and West of the North right of way line of U.S. Highway 56 as now established and West of the West bank of a small branch running North and South across the Northeast corner thereof and containing 70 acres more or less.

NOTE: The aforesaid legal description was contained in the original conveyance. However, said legal description now excepts Deeds filed in Book 1147, Page 195; Book 1263, Page 725; Book 1436, Page 879; Book 1450, Page 267; Book 1571, Page 304; Book 2667, Page 371; Book 3143, Page 314; Book 3568, Page 121; Book 4835, Page 632.

AND

Beginning at the Northeast Corner of the Northeast Quarter of Section 5, Township 15, Range 22, Johnson County, Kansas; thence West along the North line of said Northeast Quarter a distance of 553.65 feet; thence S. 23 ° 10' E. along the top bank of a Branch a distance of 494.93 feet more or less to the Northerly Right-of-Way of K-56 Highway; thence N. 48° 11'13"E. along said Right-of-Way a distance of 480.01 feet more or less to the East line of said Northeast Quarter; thence N.0° 29'53"E. a distance of 135 feet more or less to the Point of Beginning, together with an easement described as: Right of Ingress and Egress Easement; all of the Southeasterly 15 feet (being parallel to the Northerly Right-of-Way of K-56 Highway) of the above described tract and the East 15 the above described tract.

NOTE: The aforesaid legal description was contained on the original conveyance. However, said legal description now accepts a portion of Deeds filed in Book 3143, Page 314; and Book 3568, Page 121.

All that part of the Southwest Quarter of Section 5, Township 15, Range 22, lying Northwesterly of the West right of way line of Highway No. 50 (now known as Highway No. 56).

The South Half of the Northwest Quarter of Section 5, Township 15, Range 22, except the following tract: Beginning at the Southeast corner of said Northwest Quarter; thence West 193 feet, more or less, to a point 175 feet North at right angles of the center line of the Atchison, Topeka and Santa Fe Railroad (now known as the Burlington Northern Santa Fe Railroad); thence in an Easterly direction parallel to said railroad 250 feet, more or less, to the East line of said Northwest Quarter; thence South along said line 158 feet, more or less, to the place of beginning.

AND

All that part of the Southwest Quarter of Section 5, Township 15, Range 22, lying Northwesterly of the West right of way line of Highway No. 50 (now known as Highway No. 56).

TRACT 2

BEGINNING AT A POINT ON THE EAST LINE OF THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 14 SOUTH, RANGE 22 EAST OF THE 6TH P.M. IN JOHNSON COUNTY, KANSAS, SAID POINT OF BEGINNING BEING THE POINT OF INTERSECTION OF THE EAST LINE OF THE SAID SOUTHWEST QUARTER WITH THE NORTHWESTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 56; THENCE ALONG THE NORTHWESTERLY RIGHT-OF-WAY OF SAID U.S. 56 NORTHWESTERLY TO THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 34; THENCE ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 34 EAST OF THE NORTHWESTERLY RIGHT-OF-WAY LINE OF THE NORTH TRACK OF THE BURLINGTON NORTHERN AND SANTA FE RAILROAD; THENCE ALONG THE NORTHWESTERLY RIGHT-OF-WAY LINE OF THE SAID B.N.S.F. RAILROAD NORTHEASTERLY TO THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 27; THENCE ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 27 SOUTH TO THE NORTHWEST RIGHT-OF-WAY LINE FOR THE SOUTH TRACKS OF THE B.N.S.F. RAILROAD; THENCE ALONG THE NORTHWEST RIGHT-OF-WAY LINE FOR THE SOUTH TRACKS OF THE B.N.S.F. RAILROAD NORTHEASTERLY TO THE EAST LINE OF THE SOUTHWEST QUARTER OF SECTION 26; THENCE ALONG THE EAST LINE AT THE SOUTHWEST QUARTER OF SAID SECTION 26 SOUTH TO THE SOUTH QUARTER CORNER OF SAID SECTION 26; THENCE ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 35 SOUTH TO THE CENTER OF SAID SECTION 35; THENCE ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 35 WEST TO THE WEST QUARTER CORNER OF SAID SECTION 35; THENCE ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 35 SOUTH TO THE NORTHWEST CORNER OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 35; THENCE ALONG THE NORTH LINE OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 35 EAST TO THE NORTHEAST CORNER OF THE WEST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 35; THENCE ALONG THE EAST LINE OF THE WEST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 35 SOUTH TO THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 35; THENCE ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 35 EAST TO THE NORTH QUARTER CORNER OF SECTION 2, TOWNSHIP 15 SOUTH, RANGE 22 EAST; THENCE ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 2 SOUTH TO THE CENTER OF SAID SECTION 2; THENCE ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 2 WEST TO THE NORTHWESTERLY RIGHT-OF-WAY LINE OF INTERSTATE 35; THENCE ALONG THE NORTHWESTERLY RIGHT-OF-WAY LINE OF SAID I-35 SOUTHWESTERLY TO THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 2; THENCE ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 2 NORTH TO THE SOUTHEAST CORNER OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 3; THENCE ALONG THE SOUTH LINE OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 3

WEST TO THE SOUTHWEST CORNER OF THE NORTH HALF OF THE SOUTHEAST
 QUARTER OF SAID SECTION 3; THENCE ALONG THE WEST LINE OF THE NORTH
 HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 3
 NORTH TO THE CENTER OF SAID SECTION 3; THENCE ALONG THE WEST LINE OF THE
 NORTHEAST QUARTER OF SAID SECTION 3
 NORTH TO THE SOUTH RIGHT-OF-WAY LINE OF 191ST STREET, BEING 20.00 FOOT
 SOUTH OF THE NORTH LINE OF THE EAST HALF OF THE NORTHWEST
 QUARTER OF SAID SECTION 3; THENCE PARALLEL AND 20.00 FEET SOUTH OF
 (MEASURED PERPENDICULAR TO) THE NORTH LINE OF THE NORTHWEST
 QUARTER OF SAID SECTION 3 AND ALONG THE SOUTH RIGHT-OF-WAY LINE OF
 SAID 191ST STREET
 WEST TO A POINT 1294.00 FOOT WEST AND 20.00 FOOT SOUTH OF THE NORTH
 QUARTER CORNER OF SAID SECTION 3, BEING ON THE EAST LINE OF
 ANNEXATION ORDINANCE NO. 961;
 SOUTH 335.00 FEET TO THE SOUTHEAST CORNER OF SAID ORDINANCE NO. 961;
 THENCE ALONG THE SOUTH LINE OF SAID ORDINATE NO. 961
 WEST TO THE EAST LINE OF THE WEST HALF OF THE NORTHWEST QUARTER OF SAID
 SECTION 3; THENCE
 SOUTH TO THE SOUTHEAST CORNER OF THE WEST HALF OF THE NORTHWEST
 QUARTER OF SAID SECTION 3; THENCE AND ALONG THE SOUTH LINE OF THE
 WEST HALF OF THE NORTHWEST QUARTER OF SAID SECTION
 WEST TO THE NORTHEAST CORNER OF ORDINANCE NO. 971, BEING 300.63 FEET
 N.88°26'03"E. FROM THE WEST QUARTER CORNER OF SAID SECTION 3; THENCE
 ALONG THE EAST AND SOUTHERLY LINES OF THE SAID ORDINANCE NO. 976
 S.1°49'33"E. 180.44 FEET; THENCE
 S.19°58'32"W. 53.85 FEET; THENCE
 S.1°49'33"E. 2200.00 FEET; THENCE
 S.42°48'23"E. 160.60 FEET; THENCE
 N.88°24'21"E. 585.00 FEET; THENCE
 S.60°09'53"E. 105.48 FEET TO THE NORTH RIGHT-OF-WAY LINE OF 199TH STREET;
 THENCE
 S.1°35'39"E. 25.00 FEET TO THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID
 SECTION 3; THENCE
 S.1°35'39"E. 25.00 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF SAID 199TH STREET;
 THENCE ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAID 199TH STREET
 BEING 25.00 FEET SOUTHERLY OF (MEASURED PERPENDICULAR TO) THE
 NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 10
 N.88°24'11"E. 1530.70 FEET TO THE EAST LINE OF THE NORTHWEST QUARTER OF SAID
 SECTION 10; THENCE ALONG THE EAST LINE OF THE NORTHWEST QUARTER
 OF SAID SECTION 10
 SOUTH TO THE CENTER OF SAID SECTION 10; THENCE ALONG THE NORTH LINE OF
 THE SOUTHEAST QUARTER OF SAID SECTION 10
 EAST TO THE EAST QUARTER CORNER OF SAID SECTION 10; THENCE ALONG THE
 NORTH LINE OF THE SOUTHWEST QUARTER OF SECTION 11
 EAST TO THE NORTHEAST CORNER OF A ONE SQUARE ACRE TRACT IN THE
 NORTHWEST CORNER OF THE WEST HALF OF THE SOUTHWEST QUARTER OF
 SAID SECTION 11; THENCE ALONG THE EAST LINE OF THE ONE SQUARE ACRE
 TRACT
 SOUTH 25.00 FEET; THENCE PARALLEL TO AND 25.00 FEET SOUTHERLY OF THE
 SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 11
 N.88°21'42"E. 1137.68 FEET; THENCE

N.2°12'06"W. 25.00 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 11 AND THE SOUTHEAST CORNER OF MERTZ ADDITION; THENCE ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 11 AND THE EAST LINE OF SAID MERTZ ADDITION

N.2°11'57"W. 655.62 FEET TO THE NORTHEAST CORNER OF SAID MERTZ ADDITION; THENCE ALONG THE EASTERLY EXTENSION OF THE NORTH LINE OF SAID MERTZ ADDITION

N.88°22'30" EAST 30.10 FEET; THENCE

N.1°45'10"W. 660.93 FEET TO A POINT ON THE SOUTH LINE OF A TRACT RECORDED IN BOOK 200905 ON PAGE 001098 AND THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 11; THENCE ALONG THE SOUTH LINE OF THE SAID TRACT AND THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER

N.88°21'07"E. 261.08 FEET TO THE SOUTHEAST CORNER OF THE SAID TRACT; THENCE ALONG THE EAST LINE OF THE SAID TRACT

N.2°05'12"W. 1316.60 FEET TO THE NORTHEAST CORNER OF SAID TRACT AND THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 11; THENCE ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 11

N.88°20'31"E. 60.12 FEET TO THE NORTHWEST CORNER OF THE EAST 30.00 ACRES OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 11; THENCE ALONG THE WEST LINE OF THE SAID EAST 30.00 ACRES

S.2°05'12"E. 1316.61 FEET TO THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 11; THENCE ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER

N.88°21'07"E. 992.57 FEET TO THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 11; THENCE ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 11

S.2°05'12"E. 1316.78 FEET TO THE CENTER OF SAID SECTION 11; THENCE ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 11

S.2°06'36"W. 2643.11 FEET TO THE SOUTH QUARTER CORNER SAID SECTION 11; THENCE ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 11

S.88°29'09"W. 2684.47 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 11; THENCE ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 10

WEST TO THE SOUTH QUARTER CORNER OF SAID SECTION 10; THENCE ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 10

S.89°52'30"W. TO A POINT 1442.00 FEET FROM THE NORTHWEST CORNER OF SECTION 15; THENCE

S.1°35'59"E. 1194.55 FEET; THENCE PARALLEL TO THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 15

SOUTH 1441.00 FEET TO THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 15; THENCE ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION

S.89°52'30"W. 492.00 FEET TO A POINT 984.00 FEET EAST OF THE WEST QUARTER CORNER OF SAID SECTION 15; THENCE

NORTH 1441.00 FEET PARALLEL TO THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 15; THENCE

S.89°52'30"W. 984.00 FEET TO THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 15; THENCE ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 15

NORTH 1194.20 FEET TO THE NORTHWEST CORNER OF SAID SECTION 15; THENCE ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 9

N.2°16'42"W. TO A POINT 1844.67 FEET FROM THE EAST QUARTER CORNER OF SAID SECTION 9; THENCE

S. 88°10'13"W. 825.00 FEET; THENCE

S.2°16'42"E. 246.57 FEET; THENCE

S.87°43'18"W. 460.00 FEET; THENCE

S.2°10'15"W. 482.90 FEET TO A POINT 60.00 FEET NORTHERLY OF (MEASURED PERPENDICULAR TO) THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 9; THENCE PARALLEL TO THE SOUTH LINE OF THE SOUTHEAST QUARTER SAID SECTION 9

S.88°10'10"W. 199.06 FEET; THENCE

N.34°35'42"W. 829.21 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF INTERSTATE 35; THENCE ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAID I-35

S.56°06'51"W. 503.92 FEET TO THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 9; THENCE ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF SECTION 9

N.2°08'59"W. 413.10 FEET TO THE NORTH RIGHT-OF-WAY LINE OF SAID I-35 THENCE ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID I-35 THE FOLLOWING THREE COURSES

(1) N.56°43'53"E. 1184.27 FEET

(2) N.46°34'14"E. 500.22 FEET; THENCE

(3) N.31°44'38"E. 303.33 FEET; THENCE

S.88°22'28"W. 985.18 FEET; THENCE

N.2°09'43"W. 288.57 FEET; THENCE

N.61°23'59"E. 820.43 FEET TO THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 9; THENCE ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 9

N.88°26'35"E. TO THE SOUTHWEST CORNER OF THE EAST ONE-THIRD OF THE NORTHEAST QUARTER OF SAID SECTION 9; THENCE ALONG THE WEST LINE OF THE SAID EAST ONE-THIRD

NORTH TO THE SOUTH RIGHT-OF-WAY OFF 199TH STREET; THENCE ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAID 199TH STREET BEING 20.00 FEET SOUTHERLY OF THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 9

N.88°29'07"E. TO A POINT 656.98 FEET WEST AND 20.00 FEET SOUTH OF THE NORTHEAST CORNER OF SAID SECTION 9; THENCE

N.1°30'53"W. 20.00 FEET TO THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 4; THENCE

N.1°30'53"W. 20.00 FEET TO THE NORTH RIGHT-OF-WAY LINE OF SAID 199TH STREET; THENCE ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID 199TH STREET

S.88°29'07"W. TO THE WEST LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 4; THENCE ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 4

SOUTH 20.00 FEET TO THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 4; THENCE ALONG THE SOUTH LINE AT THE SOUTHEAST QUARTER OF SAID SECTION 4

WEST TO THE SOUTH QUARTER CORNER OF SAID SECTION 4; THENCE ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 4

NORTH TO THE CENTER OF SAID SECTION 4; THENCE ALONG THE WEST LINE OF THE
 NORTHEAST QUARTER OF SAID SECTION 4
 NORTH TO THE NORTH QUARTER CORNER OF SAID SECTION 4; THENCE ALONG THE
 SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 14
 SOUTH, RANGE 22 EAST
 WEST TO THE WEST RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 56; THENCE ALONG
 THE WEST RIGHT-OF-WAY LINE OF SAID U.S. 56
 NORTHEASTERLY TO A POINT OF 55.00 FEET NORTH OF THE SOUTH LINE OF THE
 SOUTHWEST QUARTER OF SAID SECTION 33 AND ON THE NORTH RIGHT-OF-
 WAY LINE OF 191ST STREET; THEN PARALLEL TO THE SOUTH LINE OF THE
 SOUTHWEST QUARTER OF SAID SECTION 33 AND ALONG THE NORTH RIGHT-
 OF-WAY LINE OF SAID 191ST STREET
 WEST TO A POINT ON THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID
 SECTION 3, SAID POINT BEING 55.00 FEET NORTH OF THE SOUTHEAST
 CORNER OF SECTION 32; THENCE CONTINUING ALONG THE NORTH RIGHT-OF-
 WAY LINE OF SAID 191ST STREET PARALLEL TO AND 55.00 FEET NORTHERLY
 OF (MEASURED PERPENDICULAR TO) THE SOUTH LINE OF THE SOUTHEAST
 QUARTER OF SAID SECTION 32
 WEST 830.00 FEET; THENCE CONTINUING ALONG THE NORTH RIGHT-OF-WAY LINE OF
 SAID 191ST STREET
 SOUTH 35.00 FEET TO A POINT 20.00 FEET NORTHERLY OF THE SOUTH LINE OF THE
 SOUTHEAST QUARTER OF SAID SECTION 32; THENCE CONTINUING ALONG THE
 NORTH RIGHT-OF-WAY LINE OF SAID 191ST STREET
 WEST TO THE EAST RIGHT-OF-WAY LINE OF DILLIE ROAD; THENCE ALONG THE WEST
 RIGHT-OF-WAY LINE OF SAID DILLIE ROAD BEING 20.00 FEET EAST OF THE
 WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 32
 NORTH TO A POINT 455.50 FEET SOUTH AND 20.00 FEET EAST OF THE CENTER OF
 SAID SECTION 32; THENCE
 EAST 198.00 FEET; THENCE
 NORTH 48.00 FEET; THENCE
 EAST 4.00 FEET; THENCE
 NORTH 397.50 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHEAST QUARTER
 OF SAID SECTION 32, SAID POINT BEING 222.00 FEET EAST OF THE CENTER OF
 SAID SECTION 32; THENCE ALONG THE NORTH LINE OF THE SOUTHEAST
 QUARTER OF SAID SECTION 32
 EAST TO THE WEST QUARTER CORNER OF SECTION 33; THENCE ALONG THE NORTH
 LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 33
 EAST TO THE CENTER OF SAID SECTION 33; THENCE ALONG THE EAST LINE OF THE
 SOUTHWEST QUARTER OF SAID SECTION 33
 SOUTH TO THE POINT OF BEGINNING

EXCEPT

Commencing at the West Quarter corner of Section 33, Township 14, Range 22 East: Then
 South 00° 02' 04" East, along the West line of the Northwest Quarter of the Southwest Quarter
 of Section 33, a distance of 196.00 feet to the point of beginning. Then following the existing
 fence line, the following fourteen courses: South 21° 51' 03" East, 21.55 feet, South 85° 47' 21"
 East 29.69 feet, South 15° 17' 19" East 91.21 feet, South 06° 50' 34" East 67.48 feet, South 00°
 46' 13" West 71.41 feet, South 03° 34' 03" East 48.69 feet, South 02° 48' 19" West 20.02 feet,
 South 06° 33' 37" West 26.17 feet, South 15° 54' 27" West 14.55 feet, South 09° 33' 34" West
 213.65 feet, South 00° 30' 16" East 244.21 feet, South 00° 23' 41" West 133.50 feet, South 00°
 45' 37" West 159.01 feet, South 14° 08' 19" West 28.61 feet, to the South line of the Northwest

Quarter of the Southwest Quarter of Section 33; Then North 89° 20' 57" West, along that South line, a distance of 19.79 feet to the Southwest corner of the Northwest Quarter of the Southwest Quarter of Section 33; Then North 00° 02' 04" West, along the West line of the Northwest Quarter of the Southwest Quarter of Section 33, a distance of 1132.06 feet to the point of beginning. Containing 1.082 acres M/L. Bearings are based on the West line of Section 32, Township 14 South, Range 22 East, being true North.

EXCEPT

A TRACT OF LAND IN THE WEST ONE QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 14 SOUTH, RANGE 22 EAST OF THE 6TH P.M. IN JOHNSON COUNTY, KANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 606.25 FEET N.1°56'08"W. (BEING AN ASSUMED BEARING) AND 60.00 FEET N.88°03'52"E. FROM THE SOUTHWEST CORNER OF SAID SECTION 35; THENCE PARALLEL TO AND 60.00 FEET EASTERLY OF (MEASURED PERPENDICULAR TO) THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 35

N.1°56'08"W. 100.00 FEET; THENCE

N.88°09'56"E. 54.77 FEET; THENCE

S.1°50'04"E. 100.00 FEET; THENCE

S.88°10'30"W. 9.55 FEET; THENCE

S.43°09'40"W. 16.30 FEET; THENCE

S.88°09'47"W. 15.00 FEET; THENCE

N.1°50'13"W. 11.53 FEET; THENCE

S.88°10'04"W. 18.52 FEET TO THE POINT OF BEGINNING, CONTAINING 0.131 ACRES.

ALSO: ANNEXATION ORDINANCE 2034

The Southeast Quarter of the Southwest Quarter of Section 7, Township 15, Range 22, EXCEPT that part lying West of the railroad right of way. ALSO EXCEPT The South 40.00 feet of the East 404.09 feet of the Southeast Quarter of the Southwest Quarter of said Section 7; AND EXCEPT the South 70.00 feet of the Southeast Quarter of the Southwest Quarter of said Section 7, lying East of the Easterly right-of-way line of the Atchison, Topeka and Santa Fe Railroad, EXCEPT the East 404.09 feet. Subject to existing road, street or highway rights of way. More commonly known as 36790 W. 207th Street, Edgerton, KS 66021.

ALSO: ANNEXATION ORDINANCE 2057

Tract 1

All that part of the North Half of the Northeast Quarter of Section 11, Township 15 South, Range 22 East, Sixth Principal Meridian, Johnson County, Kansas described as follows: Commencing at the Northeast corner of the Northeast Quarter of said Section 11; thence South 01 degree 52 minutes 04 seconds East along the East line of the Northeast Quarter of said Section 11, a distance of 1263.20 feet to the point of beginning; thence South 88 degrees 17 minutes 02 seconds West, a distance of 230.78 feet; thence Northwesterly on a curve to the right having a radius of 300.00 feet, a central angle of 27degrees 54 minutes 04 seconds, a distance of 146.09 feet; thence North 63 degrees 48 minutes 54 seconds West, a distance of 248.55 feet; thence Northwesterly on a curve to the left having a radius of 300.00 feet, a central angle of 21 degrees 37 minutes

58 seconds, a distance of 113.27 feet; thence Northwesterly on a reverse curve to the right having a radius of 300.00 feet, a central angle of 17 degrees 32 minutes 57 seconds, a distance of 91.89 feet; thence North 67 degrees 53 minutes 55 seconds West, a distance of 364.15 feet; thence Northwesterly on a curve to the right having a radius of 300.00 feet, a central angle of 66 degrees 44 minutes 36 seconds, a distance of 349.47 feet; thence North 01 degrees 09 minutes 19 seconds West, a distance of 627.66 feet to a point on the North line of the Northeast Quarter of said Section 11; thence South 88 degrees 08 minutes 44 seconds West, along the North line of the Northeast Quarter of said Section 11, a distance of 1376.01 feet to the Northwest Corner of the Northeast Quarter of said Section 11; thence South 02 degrees 04 minutes 52 seconds East along the West line of the Northeast Quarter of said Section 11, a distance of 1316.79 feet to the Southwest corner of the North Half of the Northeast Quarter of said Section 11; thence North 88 degrees 17 minutes 02 seconds East along the South line of the North Half of the Northeast Quarter of said Section 11, a distance of 2660.45 feet to the Southeast corner of the North Half of the Northeast Quarter of said Section 11; thence North 01 degrees 52 minutes 04 seconds West, along the East line of the Northeast Quarter of said Section 11, a distance of 60.00 feet to the point of beginning containing 2,109,003 square feet or 48.42 acres (gross), 2,047,099 sq.ft. or 47.00 acres (net) more or less.

Tract 2

All of the South 330 feet of the North 1640 feet of the West 660 feet of the Northwest Quarter of Section 12, Township 15, Range 22, Johnson County, Kansas.

ALSO: ANNEXATION ORDINANCE 2058

Tract 1 (Parcel No. 2F221512-1001)

All that part of the Northwest Quarter of Section 12, Township 15 South, Range 22 East, in Johnson County, Kansas, more particularly described as follows:

Beginning at the Northeast corner of said Northwest Quarter; thence South 01°53'54" East, coincident with the East line of said Northwest Quarter, a distance of 2,650.78 feet to the Southeast corner thereof; thence South 88°31'08" West, coincident with the South line of said Northwest Quarter, a distance of 1,955.64 feet to a point 660 feet east of the West line of said Northwest Quarter as measured at right angles thereto; thence North 01°52'10" West, parallel with the West line of said Northwest Quarter, a distance of 317.42 feet to a point 2,330 feet south of the North line of said Northwest Quarter as measured at right angles thereto; thence South 88°25'18" West, parallel with said North line, a distance of 660.01 feet to a point on the West line of said Northwest Quarter; thence North 01°52'10" West, coincident with said West line, a distance of 30.00 feet to a point 2,300 feet south of the North line of said Northwest Quarter as measured at right angles thereto; thence North 88°25'18" East, parallel with said North line, a distance of 660.01 feet to a point 660 feet east of the West line of said Northwest Quarter as measured at right angles thereto; thence North 01°52'10" West, parallel with said West line, a distance of 1,320.02 feet to a point 980 feet south of the North line of said Northwest Quarter as measured at right angles thereto; thence South 88°25'18" West, parallel with said North line, a distance of 50.00 feet to a point 610 feet east of the West line of said Northwest Quarter as measured at right angles thereto; thence North 01°52'10" West, parallel with said West line, a distance of 350.00 feet to a point 630 feet south of the North line of said Northwest Quarter as measured at right angles thereto;

thence North 88°26'20" East, a distance of 990.17 feet; thence North 01°42'13" West a distance of 630.30 feet to a point on the North line of said Northwest Quarter; thence North 88°25'18" East, coincident with said North line, a distance of 1,012.30 feet to the Point of Beginning, containing 4,623,083 square feet, or 106.131 acres, more or less.

Tract 2 (Parcel No. 2F221512-2009)

All that part of the North half of the Southwest Quarter of Section 12, Township 15 South, Range 22 East, in Johnson County, Kansas, more particularly described as follows:

Commencing at the Northwest corner of said Southwest Quarter; thence North 88°31'08" East, coincident with the North line of said Southwest Quarter, a distance of 615.65 feet to the Point of Beginning; thence continuing North 88°31'08" East, coincident with said North line, a distance of 2,000.00 feet to the Northeast corner thereof; thence South 02°13'38" East, coincident with the East line of said Southwest Quarter, a distance of 1,322.65 feet to the Southeast corner of the North half of said Southwest Quarter; thence South 88°30'28" West, coincident with the South line of said North half, a distance of 1,964.56 feet; thence departing said South line, North 01°50'26" West a distance of 660.01 feet; thence South 88°30'28" West a distance of 39.89 feet; thence North 02°13'37" West a distance of 662.98 feet to the Point of Beginning, containing 2,620,604 square feet, or 60.161 acres, more or less.

Tract 3 (2F221512-2003)

All that part the South Half of the Southwest Quarter of Section 12, Section 14, Township 15 South, Range 22 East of the Sixth Principal Meridian in Johnson County, Kansas, being more particularly described as follows:

Beginning at the Southeast Corner of said Southwest Quarter; thence South 88°29'48" West, along the South line of said Southwest Quarter, a distance of 1,963.89 feet; thence North 01°50'26" West, a distance of 1,322.95 feet to a point on the North line of the South Half of said Southwest Quarter; thence North 88°30'28" East, along said North line, a distance of 1,954.97 feet to the Northeast Corner of said South Half; thence South 02°13'38" East, along the East line of said Southwest Quarter, 1,322.65 feet to the Point of Beginning. Containing 2,591,793 square feet or 59.499 acres, more or less.

Tract 4A (2F221514-3005)

All of the Northeast Quarter of the Northeast Quarter of Section 14, Township 15 South, Range 22 East of the Sixth Principal Meridian in Johnson County, Kansas, being more particularly described as follows:

Beginning at the Northeast Corner of the Northeast Quarter of said Section 14; thence South 01°44'36" East, along the East line of said Northeast Quarter, a distance of 1,323.29 feet to the Southeast Corner of the Northeast Quarter of said Northeast Quarter; thence South 88°14'18" West, along the South line of the Northeast Quarter of said Northeast Quarter, a distance of 1,321.62 feet to the Southwest Corner of the Northeast Quarter of said Northeast Quarter; thence North 01°43'56" West, along the West line of the Northeast Quarter of said Northeast Quarter, a distance of 1,329.09 feet to the Northwest Corner of the Northeast Quarter of said Northeast Quarter; thence North 88°29'24" East, along the North line of said Northeast Quarter, a distance of

1,321.38 feet to the Point of Beginning. Containing 1,752,553 square feet or 40.233 acres, more or less.

Tract 4B (2F221514-3004)

All of the Southeast Quarter of the Northeast Quarter of Section 14, Township 15 South, Range 22 East of the Sixth Principal Meridian in Johnson County, Kansas, being more particularly described as follows:

Beginning at the Southeast Corner of the Northeast Quarter of said Section 14; thence South $87^{\circ}59'13''$ West, along the South line of said Northeast Quarter, a distance of 1,321.89 feet to the Southwest corner of the Southeast Quarter of said Northeast Quarter; thence North $01^{\circ}43'56''$ West, along the West line of the Southeast Quarter of said Northeast Quarter, a distance of 1,329.09 feet to the Northwest Corner of the Southeast Quarter of said Northeast Quarter; thence North $88^{\circ}14'18''$ East, along the North line of the Southeast Quarter of said Northeast Quarter, a distance of 1,321.62 feet to the Northeast Corner of the Southeast Quarter of said Northeast Quarter; thence South $01^{\circ}44'36''$ East, along the East line of said Northeast Quarter, a distance of 1,323.29 feet to the Point of Beginning. Containing 1,752,890 square feet or 40.241 acres, more or less.

Tract 5 (2F221513-1002)

All that that part of Section 13, Township 15 South, Range 22 East of the Sixth Principal Meridian in Johnson County, Kansas, being more particularly described as follows:

Beginning at the Northeast Corner of the Northwest Quarter of said Section 13; thence South $01^{\circ}53'30''$ East, along the East line of said Northwest Quarter, a distance of 2,642.81 feet to the Southeast Corner of said Northwest Quarter; thence South $88^{\circ}24'50''$ West, along the South line of said Northwest Quarter, a distance of 1,980.45 feet; thence North $01^{\circ}44'26''$ West, a distance of 2,645.63 feet to a point on the North line of said Northwest Quarter; thence North $88^{\circ}29'48''$ East, along said North line, a distance of 1,973.49 feet to the Point of Beginning. Containing 5,227,478 square feet or 120.006 acres, more or less.

Tract 6 (2F221513-2001)

All that that part of Section 13, Township 15 South, Range 22 East of the Sixth Principal Meridian in Johnson County, Kansas, being more particularly described as follows:

Beginning at the Northwest Corner of the Southwest Quarter of said Section 13; thence North $88^{\circ}24'50''$ East, along the North line of said Southwest Quarter, a distance of 2,640.46 feet to the Northeast Corner of said Southwest Quarter; thence South $01^{\circ}53'39''$ East, along the East line of said Southwest Quarter, a distance of 1,326.47 feet to the Northwest Corner of the South Half of the Southeast Quarter of said Section 13; thence North $88^{\circ}21'04''$ East, along the North line of said South Half, a distance of 2,645.10 feet to the Northeast corner of said South Half; thence South $02^{\circ}01'08''$ East, along the East line of said Southeast Quarter, a distance of 1,323.59 feet to the Southeast Corner of said Southeast Quarter; thence South $88^{\circ}17'18''$ West, along the South line of said Southeast Quarter, a distance of 2,647.97 feet to the Southeast Corner of the Southwest Quarter of said Section 13; thence South $88^{\circ}33'08''$ West, along the South line of said Southwest Quarter, a distance of 1,327.57 feet to the Southeast

Corner of BUREAUCRACY ESTATES, a subdivision in said Johnson County, Kansas; thence North 01°44'28" West, along the East line of said BUREAUCRACY ESTATES, a distance of 660.01 feet to the Northeast Corner of said BUREAUCRACY ESTATES; thence South 88°33'08" West, along the North line of said BUREAUCRACY ESTATES, a distance of 1,320.00 feet to the Northwest Corner thereof, said point being on the West line of said Southwest Quarter; thence North 01°44'28" West, along said West line, 1,986.51 feet to the Point of Beginning. Containing 9,641,327 square feet or 221.334 acres, more or less.

ALSO: ANNEXATION ORDINANCE 2067

BEGINNING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER SECTION 7, TOWNSHIP 15 SOUTH, RANGE 22 EAST OF THE SIXTH PRINCIPAL MERIDIAN, IN JOHNSON COUNTY, KANSAS; THENCE NORTH 01°30'08" WEST, ALONG THE WEST LINE OF SAID QUARTER-QUARTER SECTION, A DISTANCE OF 30.00 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF 207TH STREET, AS NOW ESTABLISHED; THENCE CONTINUING NORTH 01°30'08" WEST, ALONG SAID WEST LINE OF SAID QUARTER-QUARTER SECTION, A DISTANCE OF 666.07 FEET; THENCE DEPARTING SAID WEST LINE, SOUTH 89°29'37" EAST, ALONG AN EXISTING FENCE LINE, A DISTANCE OF 681.57 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF CO-OP ROAD, AS NOW ESTABLISHED; THENCE SOUTH 89°29'37" EAST TO THE EAST RIGHT-OF-WAY LINE OF SAID CO-OP ROAD; THENCE SOUTH 26°34'25" WEST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE TO A POINT ON THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 7; THENCE SOUTH 87°40'21" WEST ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 7 TO THE POINT OF BEGINNING;

ALSO: ANNEXATION ORDINANCE 2081

Tract 1 (Parcel No. 2F221435-2002)

All of the West Half of the East Half of the Southeast Quarter of the Southwest Quarter of Section 35, Township 14, Range 22, Johnson County, Kansas.

Tract 2 (Parcel No. 2F221435-2009)

All of the East Half of the East Half of the Southeast Quarter of the Southwest Quarter of Section 35, Township 14, Range 22, Johnson County, Kansas.

City Council Action Item

Council Meeting Date: December 9, 2021

Department: Administration

Agenda Item: Consider Letter of Understanding with Johnson County Human Services for 2022 Utility Assistance

Background/Description of Item:

Each year the City includes an amount in the budget for the Utility Assistance Program administered by Johnson County Human Services (JCHS). Funds sent to JCHS are put in an account for Edgerton residents who meet the utility assistance program eligibility criteria. Only Edgerton residents receive assistance from the funds the City sends to JCHS. Funds not used during the year rollover to the next year. Given the circumstances of this year and the need for assistance in the community, JCHS increased the city allocations beginning January 1, 2021. By doing so, qualifying residents are eligible for \$350 of utility assistance (\$200county/\$150/city).

City contributions for the last five years are listed below.

2016 \$3,000
2017 \$0
2018 \$0
2019 \$3,000
2020 \$2,000
2021 \$2,000

The Adopted 2022 Budget includes \$2,000 for utility assistance.

A list of the utility assistance program eligibility criteria is attached.

Related Ordinance(s) or Statue(s): n/a

Funding Source: General Fund – Administration – Community Assistance Programs

Budget Allocated: \$2,000

x 
Karen Kindle, Finance Director

Recommendation: Approve the 2022 Letter of Understanding with Johnson County Human Services for Utility Assistance

Enclosed: 2022 Letter of Understanding with Johnson County Human Services
Utility Assistance Master Guidelines & Procedures

Prepared by: Alexandria Clower, City Clerk

Letter of Understanding
JOHNSON COUNTY UTILITY ASSISTANCE PROGRAM
2022 Program Year

This Letter of Understanding is entered into by and between Johnson County Aging & Human Services ("Aging & Human Services") and the **City of Edgerton** ("City") for administration of the **Utility Assistance Program**.

The parties do mutually agree as follows:

ELIGIBILITY

Aging & Human Services will determine eligibility using the following factors:

1. Verify that the applicant is a resident of the City and that the name of the applicant, spouse, or another adult age 18 or older living in the household is on the utility bill.
2. Verify that the applicant's household for the past 30 days has a gross income at or below 200% of the Poverty Guidelines as published in the Federal Register. Exceptions will be considered on a case-by-case basis if extraordinary circumstances warrant it. (For income sources and allowable documentation, refer to attached "Utility Assistance – Master Guidelines & Procedures.")
3. Verify that the utility account is past due, has a disconnect notice, or is already disconnected from service.
4. Verify with the utility that the client has made a self-payment on the utility bill within the previous three months.

BENEFITS & SERVICES PROVIDED

In providing utility assistance benefits to eligible City applicants, Aging & Human Services will:

1. Determine the amount of payment to be made to the utility, based on the amount of arrearage or the maximum benefit, whichever is lower.
2. Augment city funds with up to \$300 per calendar year.
3. Process payments to the utility vendors through the County's voucher system.
4. Provide energy conservation materials and referrals for other services to utility assistance clients.
5. Provide quarterly reports to the City on the funds expended and balance.


CONSIDERATION

In consideration of the above provisions, the City will contribute \$ 2,000.00 for the services listed in this Letter of Understanding for calendar year of 2022. At the end of the program year, any City contributed unobligated funds will automatically be transferred to the next program year or, upon request, returned to the City.

SPECIAL PROVISIONS

1. Any exceptions to the above procedures will be discussed and mutually agreed upon by a designated representative of the City and Aging & Human Services.
2. The benefit amount to City residents will be reduced when either City or County funds have been exhausted.
3. This letter of understanding may be terminated by either party upon thirty days written notice.

Executed in duplicate and on the date listed below:

City of Edgerton**Johnson County Aging & Human Services**_____
Name

Megan Laha, Interim Director_____
Title_____
Date

Date November 17, 2021

Johnson County Utility Assistance Program

Utility Assistance – Master Guidelines & Procedures

Reviewed Nov. 2021 – Effective August 2021 - County Funding allocation up to \$300 per household per calendar year until further notice.

Purpose: The purpose of the Johnson County Utility Assistance Program is to assist low-income Johnson County households in paying their energy bills.

Rationale: The need for utility assistance is not simply a function of high energy bills, but of the relationship between energy bills and incomes. Low-income households are called upon to devote unreasonable portions of their incomes to shelter. Emergency utility assistance should be available to help low-income households pay a portion of their energy bills when they have experienced a change in income, family disruption, or an excessively high utility bill.

ELIGIBILITY

Income

Eligibility	Total household gross monthly income for one full month is not to exceed 200% of the Federal Poverty Guidelines. (Guidelines are below.) Exception: For Dollar Aide and Dollar Aide Credits through Kansas City Power and Light, the total household gross monthly income for one full month is not to exceed 200% of the Federal Poverty Guidelines.
Income	Income must include all sources from all household members age 18 and older for the past 30 days. Exception of those 18 and still in high school.
Income sources	"Income" includes these sources: Social Security, SSI, TAF, unemployment, child support, salary and wages, retirement income, pension, loans, gifts, school loans, grants, and tax refunds.
Documentation needed to verify household income	Appropriate documentation includes copies of paycheck stubs dated within last 30 days, current year eligibility letters, payment center records, letters from employers on business letterhead verifying income, bank statements dated within last 30 days, ledgers, and tax forms (regarding tax refund). Whenever possible, the intake worker will obtain third-party verification of income for all adult household members and attach the verification to the emergency assistance intake.
No proof of income	If a client has no proof of income for the past 30 days, a "No Proof of Income" form will be completed and signed.
No income	If there has been no household income in the past 30 days, a "No Income" waiver will be completed and signed. The intake worker will include explanation of lack of income.
Child support but no proof	If a client receives child support but does not have proof, a "Child Support – No Proof of Income" form will be completed and signed.
Signature	By signing the UA Program income forms, clients are indicating that they have reported accurate income information.
No exceptions	No exceptions are made to the income guidelines. If an extraordinary circumstance exists, the intake worker will try to find alternative sources of financial assistance. Sources may include CFSS emergency assistance funds, churches, the Salvation Army, and Catholic Community Services.

Utility Account

Account status	The utility account must be past due, have a disconnect notice, or be disconnected from service. The utility bill past-due amount must be equal to or greater than the UA payment.
Early payment	Payment of a bill before it is past due (no more than 10 business days ahead) is allowed <i>if the client is in jeopardy of being removed from a payment plan. Intake worker will make record of this in case note.</i>
Account billing information	The utility account must be in the name of an adult resident of the household (age 18 or older). The utility billing name must match the name of the person applying for the assistance. If another adult in the household attends the UA meeting on behalf of the person on the bill, the residence of the person attending must be confirmed. <i>Utility accounts in children's names or in the names of persons other than adults residing in the household are not eligible for assistance.</i>
Account transfer	Outstanding utility bills transferred from another residence are not eligible for assistance.
Self-payment	<p>Regular payments to utility providers show a good-faith effort to pay for energy used. Therefore, the UA applicant must have made at least one payment to the utility provider in the previous three months. The intake worker must receive a receipt of payment from the client or from the utility company before pledging UA funds.</p> <p>Exceptions to this may be made to qualify a household for the LowIncome Energy Assistance Program (LIEAP), to avoid a disconnection, or if extraordinary circumstances prevent regular payments. The exception will be documented as part of the intake.</p>

Utility Assistance Service Area Zip Codes						
North West	Gardner-Edgerton	Blue Valley	Spring Hill	North Central	Olathe	North East
66018	66021	66209	66083	66203 (Shawnee)	66061	66202
66019	66030	66210 (Overland Park)		66204 (Except Merriam)	66062	66203 (Merriam/OP)
66025	66031	66211		66210 (Lenexa)	66220 (Olathe)	66204 (Merriam)
66216		66213		66212		66205
66217		66221		66214		66206
66218		66223		66215		66207
66219		66224		66220 (Lenexa)		66208
66226		66085				
66227		66013				

Household UA Allocation per City			
City	Allocation / Household	City	Allocation / Household
De Soto	\$150	Olathe	\$150
Edgerton	\$150	Overland Park	\$150
Fairway	\$150	Prairie Village	\$150
Gardner	\$150	Roeland Park	\$450
Leawood	\$150	Shawnee	\$150
Lenexa	\$150	Spring Hill	\$150
Merriam	\$150	Westwood	\$150
Mission	\$150	Jo Co Wastewater	\$500
		Water District #7	\$100
		Atmos Sharing the Warmth	\$500
		Dollar Aide	\$500
		Water One	\$500

Residency

Each household considered for eligibility must be located within the boundaries of Johnson County, Kansas. Exception: City of Spring Hill residents in Miami County only eligible for available City of Spring Hill UA funds. Miami County residents **not** eligible for Johnson County UA funds.

Frequency

Each household eligible to receive Johnson County Utility Assistance funds is allowed assistance up to the city's maximum allocation per calendar year, as fund are available.

APPLICANT RESPONSIBILITIES

Documentation required

Proof of income	Applicants must provide proof of all household income for all household members age 18 or older, or complete a "No Income" waiver. High school student income is not counted. For proof of self-employment or SSDI, a bank statement showing the deposits for the past 30 days can used for verification.
Valid Social Security number	Applicants must show proof of a valid Social Security number. This is usually available on employment check stubs or a Social Security card. Undocumented residents must show another valid form of identification (ID card from their country, student ID card, visa, etc.)
Most recent utility bill or disconnect notice	Applicants must provide their most recent utility bill or a notice of disconnection. These documents will confirm residency, ownership of account, and past-due amount. Account information retrieval from the utility website is acceptable.
Payment of difference in amount due before assistance	The Johnson County Utility Assistance Program pays the <i>final</i> portion of the past-due bill. Therefore, if the Utility Assistance Program benefit amount does not cover the entire past-due amount, the applicant is responsible for paying the difference <i>before</i> receiving assistance. Example: If an applicant is past due \$400, it is their responsibility to pay \$50 toward the bill before the UA program will pay the benefit amount of \$350
Correct information submitted	If incorrect information is intentionally used to apply for utility assistance, the household will not be eligible for assistance.

FUNDING

Funding for the Johnson County Utility Assistance Program comes from county and city allocations.

[A] **The cities** enter a contractual arrangement with the county to provide utility assistance to their residents. Each city sends the program an agreed-upon amount each year (spelled out in a letter of understanding), and the program uses that money to assist residents of the designated city. Funds are *never* taken from one city to help residents of another city.

[B] **The county** allocates funds to the program. This money is used in conjunction with city funds, and the county allocation is a maximum of \$200 per household per year. Example: A client receives \$350 in assistance—\$150 coming from the city and \$300 coming from the county.

[C] **Johnson County Wastewater** allocates funds to the program for payment of Wastewater bills, and the allocation is a maximum of \$500 per household per year. This money is not tied to use of city or county funds **Note: For accounts that are in collection, the intake worker should contact Wastewater staff regarding negotiating terms of payment.**

[D] **Dollar Aide and Dollar Aide Credits** are available for customers of Evergy.

[E] **Water District #7** allocates funds to the program for payment of Water District #7 water bills.

[F] **Atmos Energy Sharing the Warmth** funds are available to customers of Atmos Energy (contingent upon grant extension).

[G] **WaterOne** allocates funds to the program for WaterOne bills, with a \$500 maximum per household per year.

♦ **DOLLAR AIDE/Dollar Aide Credits**

Dollar Aide and Dollar Aide Credits are available for customers of **EVERGY only**. All “Utility Assistance – Master Guidelines & Procedures” apply, with the following exceptions/additions:

- Eligibility is based on-total household gross monthly income for one full month and is not to exceed 200% of the Federal Poverty Guidelines.
- In MAACLink: the “Client Account Number” field must match the vendor being paid.
- If payment is made to another vendor, the Evergy account number must be verified.
- A maximum of \$500 in assistance is available from each fund within a calendar year.
- Assistance requested must be greater than \$25.
- The date on the utility bill must be within 30 days of the date the application intake date. (If older, the utility company can be contacted for a revised copy of the bill with a more current date.)
- Client cannot receive assistance from the fund from two different agencies in the same year.
- Client can receive assistance twice in one year from each fund.
- The amount of the assistance is equal to or less than the amount of the bill.
- No agency personnel may receive MAAC-managed funds from the agency by which they are employed.
- **Dollar Aide Assistance** must be for heat, electric, or water.
- **Dollar Aide Credits can *only* be used to pay a Evergy-Metro.**

Sharing the Warmth –Atmos Share the Warmth Funds are available for natural gas bills.

- Funds may only be used to pay Atmos Energy natural gas bills.
- Funds may be used for customary monthly charges, past-due amounts, late fees, deposits, and service charges.
- Beneficiaries of Share the Warmth funding must be the named person or full-time resident on the gas account for which assistance is being requested.
- Managers may request to increase \$500 Allocation/HH by submitting a Client Exception form to supervisor.
- Clients can only use these funds 3 times in a calendar year, not to exceed \$500.

KC Project Warmth – for Rent only

Funds are replenished 4 times a year, January, March, June, and September

- Maximum of \$400 per calendar year from the time a person uses funds. Check other agencies as those will count.

Warmth & Light – for utilities only

Funds are replenished 4 times a year, January, March, June, and September

- Maximum of \$400 per calendar year from the time a person uses funds. Check other agencies as those will count.

COR Funds – UA and Rent

- \$50 for UA OR \$100 for rent within the calendar year
- Can use the UA funds more than once in the year with maximum being \$50
- Use is either UA or rent, but not both in the year

NOTE ON FUNDING AVAILABILITY

It is possible that funds will be depleted in a given calendar year.

- If **city** funds are depleted, Human Services will request supplemental funding from the city.
- If **county** funds are depleted, Human Services may request supplemental funding from the county.
- If **Wastewater** or **Water District #7** funds are depleted, Human Services will request supplemental funding from the agency.
- If **Atmos Sharing the Warmth** or **Dollar Aide** funding is depleted, the benefit amount will be reduced or will be unavailable.
- In any case, if supplemental funding is not available, the benefit amount will be reduced or will be unavailable.

APPLICATION PROCESS SUMMARY

1. The potential client contacts the Utility Assistance phone line (913-715-6653) to ask for assistance. The client's information is forwarded to the appropriate Outreach office.
2. If it appears that the client qualifies, an appointment is made to complete paperwork.
3. The MAAC intake form is completed.
4. The intake worker is responsible to verify that the client has not received Johnson County Utility Assistance in the current calendar year by checking MAACLink.
5. Once eligibility is established, a pledge may be made to the utility company.
6. The completed MAACLink form, copies of the bill or disconnect notice, proof of self-payment, and income verification are then forwarded to the Accounting Assistant for

processing. From initial intake to payment to the utility company may take up to six weeks.

7. The intake worker will provide energy education and conservation materials to the client.

NOTE: Due to the Covid-19 Pandemic, virtual appointments will occur until further notice regarding safety measures of the pandemic. Appointments will be done by phone/email, however, we will accept required client documentation in person if that is the only option. We will not require electronic submission of social security cards during the pandemic for utility assistance.

City Council Action Item

Council Meeting Date: December 9, 2021

Department: Administration

Agenda Item: Consider an Agreement with the Johnson County Sheriff's Department for the Provision of Law Enforcement Services for Fiscal Year 2022

Background/Description of Item: The City of Edgerton contracts with the Johnson County Sheriff's Department (JCSO) to provide law enforcement services to the citizens of Edgerton. Generally the services as described in the agreement for 2022 are the same as services provided in 2021 including the "Power Shift". The agreement includes providing law enforcement duties customarily rendered by the Sheriff under the statutes of this State and the ordinances of the City.

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, twenty-four (24) hours a day. A fully-manned patrol car shall ordinarily be stationed in the Edgerton district and an additional fully-manned patrol car or patrol cars shall be available as needed from adjacent districts. The Edgerton district shall have the following boundaries: the Johnson County line on the west and south; 167th Street on the north; and Gardner Road/Center Street to the east.

The 2022 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.

The 2022 Agreement updates Section 6 "Community Event Planning" to include public meetings that the City may need additional support from the Sheriff's Office. The requirement remains the same to provide sufficient advance notice of these types of events that may result in attendance by large numbers of people, that may result in the blocking of roadways or in significant vehicular traffic or that may result in increased levels of law enforcement services to appropriately police the event. Additional costs for services shall be paid as allowed by the agreement.

The 2022 Agreement also updates Section 8 "Responsibility of the County" to include items already been provided by JCSO such as bailiff at municipal court, enforcement of city ordinances, and hosting an annual town hall meeting. However, it also adds periodic reporting to both City Council and the City Administrator.

The City shall provide (a) an attorney serving as municipal judge; (b) an attorney to prosecute all contested cases; and (c) a designated qualified court clerk to supervise the court docket and take responsibility for all court records. If the City fails to meet the above-mentioned standards, it is agreed that City ordinances will not be enforced by the Sheriff.

The 2022 Agreement add a new Section 12 "License Plate Reader Equipment" that if the City would acquire License Plate Readers that 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.

The highlights of the agreement are as follows:

Term of Agreement:	January 1, 2022 – December 31, 2022
Cost for Policing Services:	\$ 333,105
Cost for "Power Shift":	\$ 128,225
Total Agreement Cost:	\$ 461,330

The agreement provides for a fuel surcharge should the Sheriff Department incur average fuel costs that exceed the average price per gallon of \$2.00 used at the time of calculating the annual cost of the agreement. The fuel surcharge is calculated and billed to the City on a quarterly basis as an additional cost to the agreement. The amount billed is based on the average of actual fuel costs incurred for the most recent calendar quarter.

The City Attorney will review the agreement prior to City Council meeting.

Related Ordinance(s) or Statue(s): K.S.A. 12-2908, K.S.A. 12-2909

Funding Source: General Fund, Law Enforcement Department

Budget Allocated: \$461,330

Finance Director Approval: 
Karen Kindie, Finance Director

<p>Recommendation: Approve an Agreement with the Johnson County Board of Commissioners and the Johnson County Sheriff for the provision of law enforcement services for fiscal year 2022</p>

Enclosed: Draft Agreement with the Johnson County Board of County Commissioners and the Johnson County Sheriff

Prepared by: Beth Linn, City Administrator

**AGREEMENT FOR THE PROVISION OF LAW ENFORCEMENT SERVICES
FOR THE CITY OF EDGERTON, KANSAS
PERFORMED BY THE SHERIFF OF JOHNSON COUNTY, KANSAS**

This Agreement is made and entered into this _____ day of _____, 20____, by and among the Board of County Commissioners of Johnson County, Kansas, hereinafter referred to as the "County," and the City of Edgerton, Kansas, hereinafter referred to as the "City," and the Sheriff of Johnson County, Kansas, hereinafter referred to as "Sheriff."

WITNESSETH:

WHEREAS, the City desires to contract with the County for the provision of law enforcement services to be performed by the Sheriff; and

WHEREAS, the parties hereto have determined that such contracts are authorized and provided for under the provisions of K.S.A. 12-2908 et seq., as amended; and

WHEREAS, the governing body of the City did authorize its Mayor to execute this Agreement by official vote of said body on the _____ day of _____, 20____; and

WHEREAS, the governing body of the County did authorize its Chairman to execute this Agreement by official vote of said body on the _____ day of _____, 20____; and

WHEREAS, pursuant to the provisions of K.S.A. 12-2909 the Sheriff has approved the making of this contract.

NOW, THEREFORE, in consideration of the above and foregoing recitals, the mutual covenants and agreements herein contained, and for other good and valuable considerations, the parties hereto agree as follows:

1. Police Protection. The County, through the Sheriff, agrees to provide police protection within the corporate limits of the City and the hereinafter described Edgerton district of which the City is encompassed to the extent and in the manner set forth in this Agreement.

2. Scope of Services. Except as otherwise hereinafter specifically set forth, such services shall encompass duties and functions of the type being within the jurisdiction of and customarily rendered by the Sheriff under the statutes of this State and the ordinances of the City.

3. Level and Area of Services. Except as otherwise herein provided, the level of service shall be that same basic level of service that is and shall be, during the term of this Agreement, 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, twenty-four (24) hours a day. It is understood and agreed that a fully-manned patrol car shall ordinarily be stationed in the Edgerton district and that an additional fully-manned patrol car or patrol cars shall be

available as needed from adjacent districts. The Edgerton district shall have the following boundaries:

The Johnson County line on the
west and south; 167th Street on
the north; and Gardner Road/Center Street
on the east.

4. Control of Services. The rendition of such services, the standards of performance, the discipline of officers, and other matters incident to the performance of such services and the control of personnel so employed, shall remain in the County. In the event of dispute between the City and County as to the extent of the duties and functions to be rendered hereunder, or the level or manner of performance of such services, the determination thereof made by the Sheriff shall be final and conclusive as between the City and County.

5. Enforcement. Such services shall include the enforcement of State statutes and City ordinances, except as set forth in paragraph 7 of this Agreement.

6. Community Event Planning. The City shall provide the Sheriff with sufficient advance notice of community events or public meetings that may result in attendance by large numbers of people, that may result in the blocking of roadways or in significant vehicular traffic, or that may result in increased levels of law enforcement services to appropriately police the event. Upon receiving such notice, the Sheriff or his designee shall confer with the City to determine what law enforcement services may be required for an event, shall assist the city in processing any special event permits for an event, and shall provide the agreed upon law enforcement services for an event. Additional costs for services shall be paid as allowed under Paragraph 18 of this Agreement.

7. Responsibility of City. To facilitate the performance of the services and functions by the Sheriff under this Agreement, it is hereby agreed that the County shall have full cooperation and assistance from the City, its officials, agents, and employees. In addition, the City agrees to provide a municipal court system with the following standards:

- (a) An attorney serving as municipal judge;
- (b) An attorney to prosecute all contested cases; and
- (c) A designated, qualified court clerk to supervise the court docket and take responsibility for all court records.

If the City fails to meet the above-mentioned standards, it is agreed that City ordinances will not be enforced by the Sheriff.

8. Responsibility of County. To facilitate the performance of the services and functions by the Sheriff under this Agreement, the County shall furnish and supply all necessary labor, supervision, equipment, communication facilities, and supplies necessary to maintain the level of service to be rendered hereunder. In addition, the Sheriff agrees to:

- (a) Provide a bailiff for Municipal Court;

- (b) Enforce City Ordinances;
- (c) Provide a presence at City Council Meetings;
- (d) Present quarterly reports to the City Council;
- (e) Provide monthly reports to the City Administrator;
- (f) Provide Annual Crime Index for the City of Edgerton; and
- (g) Host an Annual Town Hall for residents.

9. Law Enforcement Headquarters. When and if both parties hereto concur as to the necessity of maintaining a law enforcement headquarters within the City that would not normally be provided by the Sheriff, the City shall furnish, at its own cost and expense, all necessary office space together with utilities. All furniture and furnishings, office supplies, and telephone services shall be furnished by the County. It is expressly further understood that, in the event such local office is maintained in the City, such quarters may be used by the Sheriff in connection with the performance of his or her duties in the territory outside of the City and adjacent thereto, provided, however, that the performance of such outside duties shall not be at any additional cost to the City.

10. County Employees. All County personnel so employed in the performance of such services and functions for the City under this Agreement shall be County employees, and no such person so employed shall be entitled to receive any City pension or any status or right of City employment.

11. Commissioned City Police Officers. Subject to the provisions of paragraph 10 and for the purpose of effectively performing such services and functions as are within the scope of this Agreement and for the purpose of giving official status to the performance thereof, every officer of the Sheriff's Office engaged in performing any such service and function within the scope of this Agreement shall be deemed to have the powers of municipal police officers of the City while performing such service for the City. Such officers of the Sheriff's Office shall be commissioned as City police officers for purposes of this Agreement.

12. License Plate Reader Equipment. Should the City acquire License Plate Readers and supporting equipment during the term of the contract, ownership of the equipment in a maximum value of \$100,000 shall be transferred to the Sheriff's Office if requested by the City. Upon transfer of ownership, all maintenance and repair of the equipment shall be the responsibility of the Sheriff's Office

13. Limitation of City's Liability. The City shall not be called upon to assume any liability for the direct payment of any salaries, wages or other compensation to any County or Sheriff personnel performing services hereunder for the City, or any liability other than that provided for in this Agreement. Except as herein otherwise specified, the City shall not be liable for compensation or indemnity to any County or Sheriff's officer or employee for injury or sickness arising out of his or her employment. The County shall defend, indemnify, and hold harmless the City from any claims or demands asserted against the City for acts or omissions by the Sheriff or County, or their officers or employees, in performing the services set forth herein.

1314. Limitation of County's Liability. The Sheriff or County, their officers and employees, shall not be deemed to assume any liability for intentional or negligent acts of the City or of any official or any employee thereof.

1415. Effective Date. Unless terminated earlier as provided for herein, this Agreement shall be effective for the period of January 1, ~~2021~~2022 through December 31, ~~2021~~2022. At the option of the City, with the consent of the County and the Sheriff, this Agreement shall be renewed for successive periods of not to exceed one year each. In the event the Sheriff fails to approve in writing such renewal within thirty (30) days of its submission to the Sheriff, this Agreement shall be null and void.

1516. Renewal. In the event the City desires to renew this Agreement for any succeeding period, the mayor of the City, not later than two (2) months preceding the expiration date of this Agreement, shall notify the Sheriff that it wishes to renew the same, whereupon the Sheriff, not later than thirty (30) days prior to the expiration date of this Agreement, shall notify the City of its willingness to accept such renewal for an additional one-year period or such other term as may be deemed advisable; provided, that should the mayor of the City notify the Sheriff of the City's desire to renew this Agreement at a date later than two (2) months preceding the expiration date of this Agreement, the Sheriff, not later than thirty (30) days following receipt of the City's intent to renew, shall notify the City of its willingness to accept such renewal for an additional one-year period or such other term as may be deemed advisable, and this Agreement shall not otherwise terminate at the end of the Agreement period until the provisions of this section governing renewal have been satisfied or said Agreement is otherwise terminated in accordance with paragraph 16; provided further, that should for any reason the parties hereto fail to renew this Agreement in the manner set forth hereinabove, the Sheriff, unless otherwise notified to the contrary in writing by the City, shall have the authority to continue to provide such police protection consistent with the terms and provisions of this Agreement and to the extent and in the manner hereinbefore set forth for an extended period not to exceed sixty (60) days following termination date of this Agreement for purposes of allowing the parties to negotiate a new Agreement.

1617. Termination. Notwithstanding the provisions of the paragraph hereinbefore set forth, either the County or the City may terminate this Agreement as of the first day of any month of any year upon notice in writing to the other party if not less than one (1) calendar month prior to the date of such termination.

1718. Cost. The City agrees to pay the County, subject to the limitations of paragraph 20, the amount of Three Hundred Thirty-Three Thousand, One Hundred and Five Dollars (\$333,105) as the costs of performing all services covered by this Agreement (excluding Addendum Number 1), and agrees to pay an additional One Hundred and Twenty-Eight Thousand, Two Hundred and Twenty-Five Dollars (\$128,225) for the services described in the attached Addendum Number 1 to this Agreement, for a total cost (including Addendum Number 1) of Four Hundred Sixty-One Thousand, Three Hundred and Thirty Dollars (\$461,330); provided, that if the cost of providing the service under this Agreement changes, the City shall be notified of each such change in writing; provided, further, that in the event the City alters or extends its boundaries and/or requests a second unit to provide service hereunder, then the cost of performing all services covered by this Agreement may be renegotiated and mutually agreed upon, by supplemental writing, by and

between the Sheriff and City. "Cost" as used herein shall not include items of expense attributable to service or facilities normally provided or made available to the entire County as part of the Sheriff's obligation to enforce State law. All monetary considerations paid by the City to the County pursuant to this Agreement shall be expended by the County solely for law enforcement purposes in accordance with K.S.A. 12-2909.

1819. Additional Expenses. To the extent that the Sheriff's Office incurs overtime expenses for the purpose of providing officers to appear as witnesses to testify in the City's Municipal Court or for special events, such overtime expenses shall be billed as an additional cost hereunder, provided, however, that overtime hereunder shall not exceed Five Thousand Dollars (\$5,000) during the term of this Agreement. Further, to the extent that the Sheriff's Office incurs average fuel costs that exceed the average price per gallon of \$2.00 used at the time of calculating the Cost stated in paragraph 17 above, a surcharge shall be billed to the City as an additional cost hereunder, which surcharge shall represent a variable quarterly fuel adjustment based on the average of actual fuel costs incurred for the most recent calendar quarter.

1920. Payment of Cost. The cost to the City shall be paid out of that portion of the general fund budgeted for police purposes and funded by the general levy of said City or other appropriate means of funding subject to the limitation of paragraph 20.

2021. Cash Basis Obligation. Any indebtedness or obligation of the City pursuant to this Agreement shall never exceed the amount of funds actually on hand in the treasury of the City for such purpose. In addition, this Agreement shall be construed to be in compliance with K.S.A. 10-1101 et seq., and any construction contrary to the provisions of the above-mentioned statutes shall make this Agreement null and void. Pursuant to the above terms of this paragraph, the County shall render to the City at the close of each calendar quarter an itemized statement covering all services performed during said quarter, and the City shall pay to the County therefore within twenty (20) days after receipt of such statements.

2122. Ownership of Property. Any property acquired by the County for use in carrying out the terms of this Agreement shall be held as the sole and separate property of the County, and upon the termination of this Agreement may be disposed of at the sole discretion of the County.

2223. Notice. For the purpose of any notice in writing required herein, any such notice to the County shall be addressed to the Johnson County Sheriff, 27747 W. 159th Street, New Century, Kansas, 66031. Any notice to the City shall be addressed to the City Clerk, City Hall, Edgerton, Kansas 66021.

2324. Not Interlocal Agreement. This Agreement, made pursuant to K.S.A. 12-2908 et seq., as amended, shall not be regarded as an Interlocal Agreement under the provisions of K.S.A. 12-2901 et seq. and amendments thereto.

2425. Renewal by Amendment. This Agreement may be renewed by reference to this original document, and any amendments thereto may make reference to this original document by paragraph or in total.

2526. Agency. Pursuant to K.S.A. 12-2909, the Sheriff shall be assigned responsibility for the enforcement of the City's ordinances, and any officer of the Sheriff is eligible thereunder upon assignment by the Sheriff or his or her designated agent.

2627. Severability. It is the intent of the parties hereto in the preparation and execution of this Agreement to avoid a conflict with the applicable laws of the state of Kansas and if any provision herein is found to be in conflict with any state law or is deemed or held to be unconstitutional, invalid or unenforceable, it is the intent of the parties hereto that such provision shall have no force and effect and the remainder of the Agreement shall be valid as though such conflicting, unconstitutional, invalid or unenforceable provision were not contained herein.

2728. Entire Agreement. This Agreement represents the entire agreement among the City, County and Sheriff and supersedes all prior agreements, understandings or promises, whether oral or written, among the parties hereto.

IN WITNESS WHEREOF, the parties hereto caused this Agreement to be executed in five (5) counterparts on the day and year first above written.

CITY OF EDGERTON, KANSAS

Donald Roberts, Mayor

ATTEST:

Alexandria Clower, City Clerk

APPROVED AS TO FORM:

Lee W. Hendricks
City Attorney

BOARD OF COUNTY COMMISSIONERS
OF JOHNSON COUNTY, KANSAS

Ed Eilert, Chairman

ATTEST:

Lynda Sader, Deputy County Clerk

SHERIFF OF JOHNSON COUNTY, KANSAS:

Calvin Hayden, Sheriff

APPROVED AS TO FORM:

Nicholas Saldan
Assistant County Counselor

ADDENDUM NUMBER 1

A second patrol unit will be assigned to the City of Edgerton ~~only~~ for 40 hours per week, 52 weeks per year. This unit would work a power shift that would be scheduled for peak call load periods or to address specific concerns in particular neighborhoods or traffic ways. This unit ~~could~~may be scheduled to overlap the shift change in the afternoon or late evening.

This patrol unit shall have the following boundaries

Morgan Street / W 199th Street on the north,
Sunflower Road on the east,
W 8th Street / Edgerton Road on the west, and
Braun Street/ W 207th Street on the south

A second Patrol unit as described above would cost \$128,225. That cost was calculated as follows:

One (1) Deputy	\$ 99,025	
Relief Deputy	\$ 19,805	(20% of primary deputy cost)
Vehicle	\$ 4,500	(Average Vehicle Cost)
Vehicle Maintenance	\$ 2,606	(Average Vehicle Cost)
Vehicle Fuel	\$ 2,289	(Average Vehicle Cost)
Total	\$ 128,225	

City Council Action Item

Council Meeting Date: December 9, 2021

Department: Utilities

Agenda Item: Consider Agreement with Kansas Department of Children and Families for Providing Water/Wastewater Assistance Payments to Utilities

Background/Description of Item:

The Kansas 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. 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. DCF has contacted the City to sign up as a water/wastewater vendor.


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. Once a customer has been determined to be eligible, DCF makes payment on their behalf directly to the City. Eligible customers can receive up to \$3,500 in assistance.

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

Related Ordinance(s) or Statue(s): n/a

Funding Source: Federal Funds passed through Kansas Department of Children and Families

Budget Allocated: n/a

x 
Karen Kindle, Finance Director

Recommendation: Approve Agreement with Kansas Department of Children and Families for Providing Water/Wastewater Assistance Payments to Utilities

Enclosed:

Agreement with Kansas Department of Children and Families for
Providing Water/Wastewater Assistance Payments to Utilities

Prepared by:

Karen Kindle, Finance Director



Kansas Department for Children and Families

Agreement for Providing Water/Wastewater Assistance Payments to Utilities

This Agreement between the Kansas Secretary of the Department for Children and Families (hereinafter referred to as "DCF") and the City of Edgerton, Kansas, (hereinafter referred to as "Water Vendor") is entered into for the purpose of ensuring that the Low Income Water Assistance payments made on behalf of eligible recipients are credited according to standards established under the American Rescue Plan Act of 2021 and the Consolidated Appropriations Act of 2021 (Public Law No: 116-260). The term of this Agreement extends from November 01, 2021 through September 30, 2022 or until all program funding is exhausted.

1. SCOPE OF SERVICES

This Agreement shall govern the purchase of water services from the Water Vendor on behalf of households eligible for the Low-Income Household Water Assistance Program (LIHWAP), known as the Emergency Water Assistance Program (EWAP) in Kansas and will be referred to as such going forward. As set by Term Eleven in the supplemental terms and conditions, Federal funds awarded under this grant shall be used as part of an overall emergency effort to prevent, prepare for, and respond to the COVID-19 pandemic, with the public health focus of ensuring that low-income households have access to drinking water and wastewater services. The funds will be used to cover and/or reduce arrearages, rates and fees associated with reconnection or preventions of disconnection of service, and rate reduction to eligible households for such services. This Agreement is a contract between the Kansas Department for Children and Families and the City of Edgerton, Kansas, for the provision of water bill payments to assist low-income households with water and wastewater reconnection and prevention of disconnect. The parties acknowledge that this Agreement and the services provided by the Water Vendor are governed by and subject to the federal and state laws and regulations in accordance with the Low-Income Household Water Assistance Program supplemental terms and conditions.

2. TERMS OF AGREEMENT

- a) The Agreement period shall be effective November 01, 2021 through September 30, 2022 or until all program funds are exhausted. The Agreement shall not bind, nor purport to bind, the state for any commitment in excess of the original Agreement period. DCF alone shall have the right to renew the entire Agreement or any portion thereof. In the event DCF exercises such right, all terms and conditions, requirements and specifications of the renewed Agreement or portions thereof, shall remain the same and apply during renewal periods. This Agreement shall become effective upon signature by authorized representatives of the Water Vendor and DCF and shall apply to drinking water or wastewater services provided to eligible customers under EWAP.

- b) Any changes to the Agreement, whether by modification and/or supplementation must be accomplished by a formal amendment to the Agreement signed and approved by and between the duly authorized representative of the Water Vendor and DCF prior to the effective date of such modification. No other method or document, including correspondence, acts, or communications by or from any person, shall be used or construed as an amendment or modification to the Agreement.
- c) This document expresses the complete agreement of the parties and performance shall be governed solely by the specification and requirements contained herein. This Agreement shall be interpreted in accordance with the laws of the State of Kansas.

3. RESPONSIBILITIES

DCF Responsibilities:

- a) Determine eligibility of households that apply for Emergency Water Assistance.
- b) Assign a vendor number to each Water Vendor after the Agreement is signed.
- c) Make efforts to minimize the time elapsing between the receipt of funds and their disbursement to the Water Vendor.
- d) Make payments in a timely manner to the Water Vendor on behalf of eligible households for the term of this Agreement.
- e) Notify customer and Water Vendor of the customer's eligibility and total benefit amount.
- f) Incorporate policies that assure the confidentiality of eligible household's usage, balance, and payments.
- g) Comply with all relevant state and federal laws and regulations in the implementation of EWAP. Follow all [supplemental terms and conditions](#) as set forth by the Administration for Children and Families. DCF shall provide notice of any changes or amendments to policies or guidelines for LIHWAP. Such notice may be distributed by email.
- h) DCF will be responsible to collect and retain the following program data indicators from the households set forth in Terms Ten and Eleven of the [supplemental terms and conditions](#).

Water Vendor Responsibilities:

- a) Provide DCF a copy of the Employer Identification Number Document or Social Security card which was issued to the Water Vendor and which displays the number used by the IRS as the Water Vendor's tax identification number.
- b) Provide DCF with at least one designated contact person who shall be available to respond by telephone and electronic mail to all reasonable inquiries regarding EWAP household accounts, including but not limited to bills, payments and services.
- c) Provide DCF with customer account information necessary to complete EWAP eligibility determination upon request to include but not limited to consumption history and account balances.

- d) Notify DCF immediately when the tax identification number is changed. A new W-9 form will need to be completed and returned to DCF.
- e) Notify DCF within 10 days of the following Water Vendor changes: the name of the company; ownership of the company; contact person; contact/billing information; services to be provided; or service coverage area.
- f) Notify the customer of the amount of benefit payment applied to the customer's account.
- g) Within 48 hours of receipt of payment, apply the benefit payment to the customer's current/past due bill, deposit/reconnection fees, or arrearages to eliminate the amount owed by the customer and agree to maintain service to customer for a period of 30 days.
- h) Not treat adversely, or discriminate against any household that receives assistance payments, either in the cost of the goods supplied or the services provided.
- i) Accept the EWAP payment made on behalf of an eligible customer, and not use any portion of the EWAP payment made on behalf of the eligible customer for reimbursement of fees charged by collection agencies.
- j) In the event the recipient terminates service with the Water Vendor, that Water Vendor shall refund to DCF any unused payments within 30 days of the final billing statement, unless other guidance is provided by the DCF EWAP program administrator.

4. CONFIDENTIALITY

- a) The Water Vendor agrees to restrict utilization of any information related to eligible customers of EWAP and not use or disclose any information related to its eligible customers to any parties except DCF and/or DCF's agents or contractors. The Water Vendor shall also comply with all applicable state and federal laws dealing with privacy and confidentiality. If it is determined that the Water Vendor is out of compliance with the requirements of this paragraph, this Agreement shall immediately be declared null and void.
- b) The Water Vendor shall ensure that all persons in its employment who are authorized to have access to and/or use information obtained from DCF, as described in this Agreement, are aware of and understand these confidentiality conditions. Any information must be strictly limited to employees with a "need to know" and must not, under any circumstances, be shared with anyone else. If it is determined that the Water Vendor is out of compliance with this provision, this Agreement shall be declared null and void.

5. General Conditions

- a) **DISCRIMINATION:** The Water Vendor shall not discriminate against any household because of race, religion, color, sex, national origin, age, disability, political beliefs, sexual orientation, gender identity, or any other basis prohibited by state or federal law relating to discrimination.

b) **FRAUD:** The Water Vendor will be permanently disqualified from participating in the EWAP upon the first finding of EWAP fraud. Fraud includes, but is not limited to, intentionally providing false information to DCF or knowingly allowing others to do so; intentional failure to notify DCF of a change in circumstances that affects payments received by the Water Vendor; accepting payments that the Water Vendor knows, or by reasonable diligence should know, it is not entitled to; or otherwise making a claim for a payment to which the Water Vendor is not entitled pursuant to the terms of this Agreement and all applicable rules, regulations, laws and statutes. Repayment of any fraudulent payments must be made to DCF unless contrary to a court order.

c) **NON-FRAUD OVERPAYMENTS:** For overpayments received by the Water Vendor that are not the result of intent to defraud, the Water Vendor shall be required to repay the full amount to DCF.

6. TERMINATION

This Agreement may be terminated by either party with a thirty (30) day written notice to the other party. Termination shall not extinguish authorized obligations incurred during the term of the Agreement. If funding is withdrawn, reduced, or eliminated, the agency has the right to terminate this Agreement immediately.

7. ASSIGNMENT OF AGREEMENT

Neither party may assign the Agreement or any of the rights, benefits and remedies conferred upon it by this Agreement to a third party without the prior written consent of the other party, which consent shall not be unreasonably withheld.

The Water Vendor and DCF do hereby agree to the conditions set forth in this Agreement.

DCF

Water Vendor

Signature

Signature

Printed Name

Donald Roberts

Printed Name

Title

Mayor

Title

Name of Agency

City of Edgerton, Kansas

Name of Company

City Council Action Item

Council Meeting Date: December 9, 2021

Department: Public Works

Agenda Item: Consider an Easement Encroachment Agreement With Everyg at 207th Street and Corliss Road

Background/Description of Item:

Corliss Road, one-half mile east of Waverly Road and north of 207th Street, is currently under construction to serve Inland Port 52 (IP52). Parallel to 207th Street Everyg has a high-voltage transmission line. At the south end of the project, Corliss Road goes underneath these transmission lines encroaching into the easement. A map of the area is enclosed with the packet.

Because the City is requesting the right to construct infrastructure within the easement, Everyg requires an Encroachment Agreement. This Agreement limits the City's rights within the Easement Area as listed in Exhibit B. Staff and City Engineer have reviewed these limitations and do not have any concerns related to the requirements.

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

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

Funding Source: N/A

Budget Allocated: N/A

Finance Director Approval: N/A

Recommendation: Approve an Easement Encroachment Agreement With Everyg at 207th Street and Corliss Road

Enclosed: Draft Encroachment Agreement
Map of Encroachment Area

Prepared by: Dan Merkh, Public Works Director

S11|S1/2/SEQQ/Q
T15|Johnson County
R22|Kansas State

ENCROACHMENT AGREEMENT

This **Easement Encroachment Agreement** ("Agreement") is made and entered into effective as of the ____ day of _____, 2021, by and between City Of Edgerton, "**GRANTEE**" and, Everygy Metro, Inc., a Missouri corporation (Everygy), whose mailing address is PO Box 418679, Kansas City, Missouri 64141-9679, "**GRANTOR**".

After recording mail to: **Everygy**
Real Estate Department
P.O. BOX 418679
Kansas City, MO 64141-9679

WITNESSETH:

WHEREAS, Grantor holds an Easement Conveyance(s) over lands situated in Johnson County, Kansas, recorded in Book 200504 at Page 8339 in the office of the Register of Deeds, more particularly described as follows:

A tract of land located in and being a part of the South Half of the Southeast Quarter of Sect;on 11, Township 15, Range 22, Johnson County, Kansas, more particularly described as follows;

Beginning at the Southwest comer of said Southeast Quarter; thence N88°28'15"E lan assumed bearing) along the South line thereof (also known as the centerline of 207 Street, as now established) a distance of 1001.64 feet; thence N59°51'51"W a distance of 123.82 feet; thence S88°28'1S"W a distance of 896.26 feet to the point of intersection with the West line of said Southeast Quarter; thence S01°55'48"E along said West line a distance of 65.00 feet to the point of beginning. containing approximately 1.42 acres inclusive of road right-of-way or .85 acres outside road right-of-way.

And

Recorded in Book 200504 at Page 8881 in the office of the Register of Deeds, more particularly described as follows:

Beginning at the Southeast corner of said Quarter Section; thence N01°55'48"W (an assumed bearing), along the East line thereof a distance of 65.00 feet; thence S88°28'15"W a distance of 2524.00 feet; thence N48°10'36"W a distance of 109.93 feet; thence N02°18'40"W a distance of 1178.40 feet to the point of intersection with the South line of the Northwest Quarter of said Southwest Quarter; thence S88°28'15"W along said South line a distance of 60.00 feet to the point of intersection with the West line of said Southwest Quarter; thence S02°18'40"E along said West line a distance of 1318.52 feet to the point of intersection with the South line of said Southwest Quarter; thence N88°28'15"E along said South line a distance of 2662.69 feet to the point of beginning, containing approximately 5.77 acres inclusive of road right-of-way or 4.71 acres exclusive of road right-of-way.

(the "Easement Areas"); and

WHEREAS, Grantee has requested Grantor's permission to encroach on and within certain portions of the Easement Areas (the "Encroachments") in accordance with the drawings attached hereto as **Exhibit A** and incorporated herein (the "Improvement Drawings"); and

WHEREAS, Grantor has determined that the Encroachments do not and will not adversely affect its ability to use the Easement Areas and has consented to Grantee's request, subject to the terms and conditions described in this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows.

1. Grantor does hereby grant, without warranty, and only to the extent that it has right to do so, unto Grantee the right, subject to the reserved rights of Every under the Easement Conveyance, to construct the Encroachments within the Easement Areas in accordance with the Improvement Drawings. Except as provided in this Agreement, Grantee, its successors and assigns, from this day forward, may not, without the express written consent of Grantor: (i) use or develop the Easement Areas in any way which would constitute a further encroachment; or (ii) construct, install or locate any additional structure on a permanent or temporary basis on or within the Easement Areas beyond the scope of the Encroachments as set forth in the Improvement Drawings.
2. Grantee shall obtain from the appropriate property owner such rights as may be required from the property owner for Grantee to install and operate the Encroachments. Grantor agrees to the Encroachment but does not represent that Grantee has the right to install and operate the Encroachments without the consent and approval of other persons having interests in the Easement Areas.
3. Grantee shall not construct install or locate any additional or replacement structure or object on a permanent or temporary basis within the Easement Areas, without prior written consent from Grantor.

4. Grantor retains the right to enter and use the Easement Areas for any purpose permitted under the Easement Conveyance, and Grantor does not in any way subordinate, release, quit claim, or otherwise convey, limit, waive, or terminate the rights provided by the Easement Conveyance except as such rights are specifically limited herein.
5. Grantee shall conform to the Limitations set forth in Exhibit B, attached hereto and incorporated herein by this reference.
6. Grantee, for itself and its heirs, successors and assigns, expressly releases and discharges Grantor, its successors, assigns, insurers, stockholders, directors, officers, employees, and agents for any and all loss or damage to the above-mentioned Encroachment, and any claim for damages resulting therefrom, which may result from any activity by Grantor within the Easement Areas, or from Grantor's use or non-use in any way of the Easement Conveyance.
7. Grantee assumes full responsibility for the risk of damage to the Easement Areas which may be caused by Grantee's activities. Grantee agrees to defend, indemnify and save harmless Grantor, its subsidiary companies, and their successors, assigns, directors, officers, employees, servants and agents from any and all claims, demands, charges, suits or actions for property damage or loss, or loss of use thereof, and personal injury and death, whether at law or in equity, brought by any person, entity, or agency, and all expenses of litigation including, but not limited to reasonable attorney's fees and litigation expenses, arising out of or in any manner connected with the Encroachments.
8. This Agreement may not be modified or released except in writing, duly executed by the parties hereto. This Agreement may be filed in the real estate records. This Agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof, and there are no other prior or contemporaneous written or oral agreements, undertakings, promises, warranties, or covenants not contained herein. This Agreement shall be construed, interpreted, and governed in all respects by the laws of the state in which the Easement Areas is located.
9. This Agreement may be enforced by appropriate action and the prevailing party in any such action shall recover as part of its costs, reasonable attorneys' fees and court costs.
10. If any provision of this Agreement shall for any reason be held to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement and the remaining provisions shall not in any way be impaired or affected.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties have executed this Encroachment Agreement.

Grantor:
Evergy Metro, Inc.

By: _____
Printed Name: _____
Title: _____

ACKNOWLEDGMENT OF GRANTOR

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

On this _____ day of _____, 2021, before me, a Notary Public, appeared _____, to me personally known, who, being by me duly sworn, did say that he/she is the _____ for Evergy Metro, Inc., a Missouri corporation, and that the within instrument was signed in behalf of said corporation by authority of its Board of Directors, and he/she acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in _____ County, Missouri, the day and year last above written.

Notary Public

Printed Name: _____

Title: _____

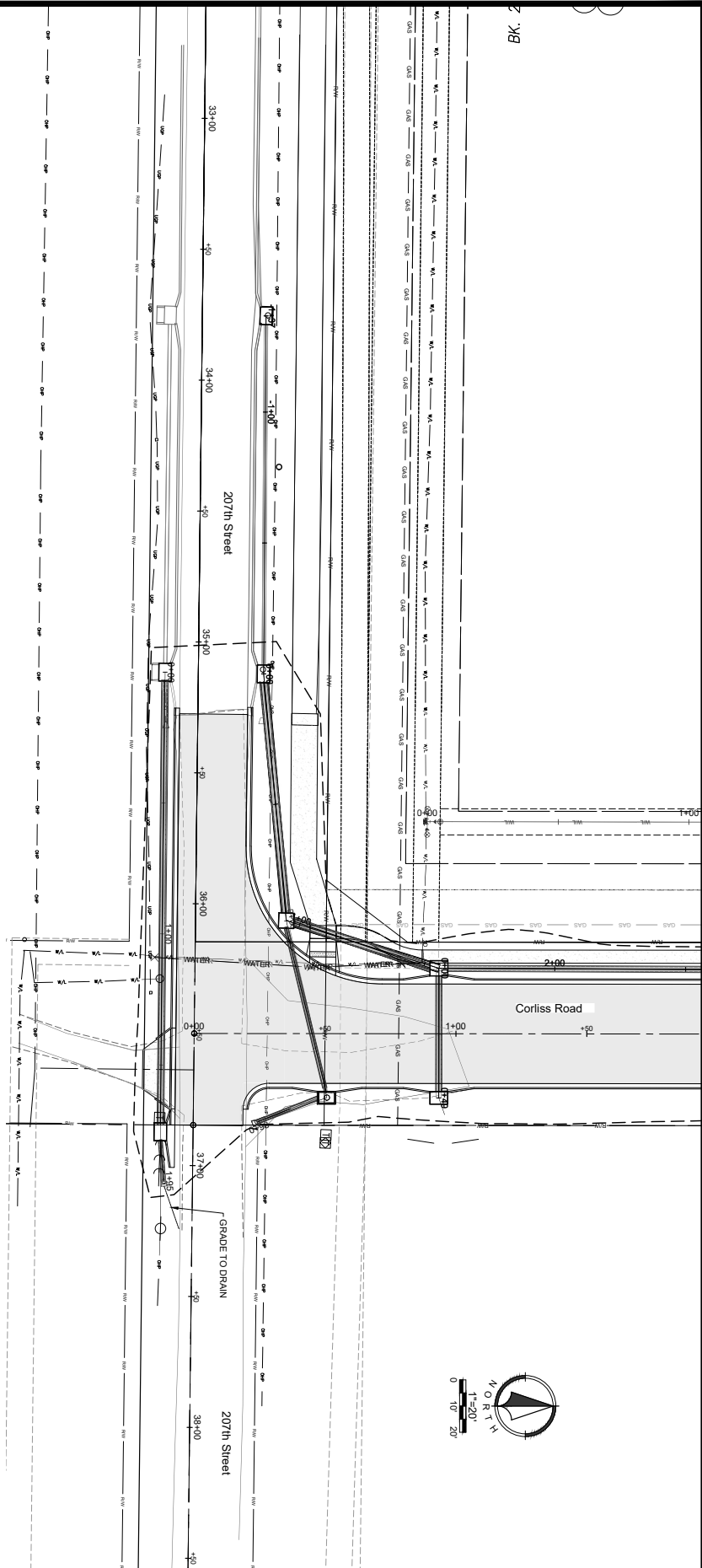
STATE OF _____)
) ss.
 COUNTY OF _____)

On this ____ day of _____, 2021, before me, a Notary Public, appeared _____, to me personally known, who, being by me duly sworn, did say that s/he is the _____ for _____, and that the within instrument was signed in behalf of said company, and s/he acknowledged said instrument to be the free act and deed of said company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in _____ County, _____, the day and year last above written.

Notary Public

Exhibit A Improvement Drawing



**Renaissance
Infrastructure
Consulting**

132 ABBIE AVENUE
KANSAS CITY, KANSAS 66103
913.317.9500
WWW.RIC-CONSULT.COM

7	DEH	BM	06/29/2021	Final Plans
6	DEH	BM	06/03/2021	Final Plans
5	DEH	BM	5/25/2021	Final Plans
4	DEH	PC	5/18/2020	Final Plans
3	DEH	BR	4/15/2021	Final Plans
2	DEH	DAD	3/12/2021	90% Plan Set
1	DEH	DAD	1/28/2021	70% Plan Set
NO	BY	GO	DATE	REVISION

Storm Plan &
Profiles - Line C

Public Street & Storm Plans

20-0200
Corliss Road
Edgerton, Johnson, Kansas

Sheet
24 of 68

Exhibit B
Limitations upon Grantee's Exercise of
Rights in the Easement Areas



Evergy Guidelines for Construction within Transmission Easements
(Rev. 10/06/2021)

General Guidelines:

- 1) No permanent structures are allowed within the easement.
- 2) No retention or detention basins within the easement.
- 3) No swimming pools are allowed within the easement.
- 4) Changes in grading within the easement shall be sent to Evergy for approval.
- 5) Access must be maintained to existing structures and wires for maintenance.
- 6) All changes within the easement need to comply with the current version of the National Electric Safety Code (NESC), ANSI C2.
- 7) As a general rule within the easement:
 - a. No mature tree height greater than 10 feet.
 - b. No lighting structures greater than 10 feet.
- 8) Lighting and landscaping plans shall be reviewed by Evergy for approval to verify safety code compliance.
- 9) All construction equipment shall maintain the proper clearance from the transmission lines; no equipment with a height taller than 14' within the Easement Areas.
- 10) All spoils from construction are to be maintained off the easement to assure proper clearances.
- 11) All metal fence designs shall include bonding per Evergy specification. Specification provided upon request.
- 12) All OSHA regulations and Evergy safety requirements shall be followed when working near energized lines; see page 9 for Evergy clearance safety requirements.
- 13) Storage of explosives or explosive material is not permitted on right-of-way.
- 14) Storage of fuels such as gasoline or diesel fuel is not permitted on right-of way.
- 15) Blasting will be permitted on the right-of-way when approved by Evergy. When blasting, blasting mats or other suitable material will be used in such a fashion to adequately protect the conductor and structures from flying debris. All detonating cord shall be staked down securely at ten (10) feet intervals.
- 16) Fueling equipment from bulk containers or trucks is not permitted on right-of-way.
- 17) Excavation shall not be permitted within 20 feet of poles and anchors.
- 18) Fill material such as dirt or debris shall not be placed around anchors or poles.

Typical Transmission Line Easement:

Evergy shall have the right of ingress and egress to and from said land to survey, erect, construct, maintain, inspect, patrol, modify, rebuild and repair its lines, together with the right to replace, renew, and relocate upon, over or under its right of way all poles, towers, wires, anchor, underground conduit, and appurtenances thereto, and the right to remove any or all of said installations or appurtenances. Evergy may erect, maintain and use gates in all fences that cross or shall hereinafter cross the route of said lines. Evergy may trim, cut, clear away and/or remove any trees, limbs and brush on the above-described land now or at any future time. Evergy shall have the further right to trim, cut, clear away and/or remove any trees, limbs, and brush on lands adjacent to the above-described right of way whenever in its judgment such will interfere with or endanger the construction, operation or maintenance of said lines. All logs, limbs and brush cut or trimmed by Evergy shall be chipped or removed by Evergy. In exercising its rights of ingress and egress Evergy shall, whenever practicable, use existing roads or lanes, and shall repair any damage caused by its use thereof.

Grantor, their successors or assigns, may cultivate, use and enjoy the land above described, provided such use shall not in the judgment of Evergy, interfere with or endanger the construction, operation or maintenance of said lines, and provided further that no buildings shall be constructed on said right of way.

Construction Adjacent to or Under Transmission Lines:

Evergy shall be notified prior to the start of construction work adjacent to or under transmission lines so that an inspector can be assigned to the job to determine the extent of work to be performed to protect conductor, structures and anchors. Construction work on transmission right-of-way must be approved by Evergy Transmission Engineering, (816) 652-1575. The cost incurred to maintain an Evergy inspector on site, when deemed necessary, shall be reimbursable by the party of the Third part. **Evergy Overhead Transmission Line Clearance Safety** handouts will be discussed with all employees prior to any work or construction on right-of-ways.

The cost of construction and other measures incurred by Party of the First Part in order to accommodate the construction of improvements by the Second Party or the Party of the Third Part to the land to be dedicated such as, by way of example and without limitation, temporarily relocating anchors, stabilizing structures, or other protecting said facilities, and the cost of repair of any damages to the Party of the Second Part or Party of the Third Part to the land to be dedicated shall be paid to Party of the First Part, provided Party of the First Part obtains the prior written consent of the reimbursing party to any such construction and or repair, except that in the case of emergency construction and or repair, the reimbursing Party shall have the right to request an itemized statement of cost of said emergency construction and or repair after such work is completed by Party of the First Part.

Overhead Transmission Line Clearance Safety Requirements:

The following minimum clearances shall be maintained between Evergy's energized transmission line conductors and all construction equipment.

<u>Line Voltage</u>	<u>Clearance Requirement</u>
69kV	15.0 FEET (In all directions and at all times)
161kV	20.0 FEET (In all directions and at all times)
345kV	25.0 FEET (In all directions and at all times)

Emergency Contacts:

System Control	(816) 645-1238
Craig Rice	(816) 214-3963
Ian Dennis	(816) 718-5663
Keith Beers	(785) 304-4109
Jeremy Seever	(816) 935-9851



Waverly Rd

Corliss Rd

High Voltage Lines

Encroachment Area

207th St

207th St

207th St

City Council Action Item

Council Meeting Date: December 9, 2021

Department: Public Works

Agenda Item: 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)

Background/Description of Item:

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

On 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 207th Street Grade Separation Project, scheduled to be completed in December 2021. For 2022 the city submitted Nelson Street Improvement Project E 3rd St to W 8th St.

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. The Nelson Street Project will be submitted to CARS as the City of Edgerton's first project priority for 2022.

City Staff along with BG Consultants have worked to outline the roadway design for The Public Improvement of Nelson Street and East 4th Street. City Attorney has reviewed the enclosed Agreement. City Attorney has recommended a few proposed changes and as such staff has advised the County of the proposed changes.

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

Funding Source: Capital Improvement Fund

Budget Allocated: \$202,300

Finance Director Approval:

x Karen E. Kindle

Karen Kindle, Finance Director

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

Enclosed:

BG Consultant-Client Agreement: Nelson Street and East 4th Street
(Including the Intersection)

Prepared by:

Dan Merkh, Public Works Director



AGREEMENT CONSULTANT-CLIENT

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

WITNESSETH:

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

2022 Nelson Street Improvements – CARS

Edgerton, Kansas

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

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

SECTION 1 – DEFINITIONS

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

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

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

SECTION 2 – RESPONSIBILITIES OF CONSULTANT

- 2.1 SCOPE OF SERVICES: The CONSULTANT shall furnish and perform the various Professional Services of the Project to which this Agreement applies, as specifically provided in **Exhibit 1** for the completion of the Project.

2.2 GENERAL DUTIES AND RESPONSIBILITIES

- 2.2.1. **Personnel:** The CONSULTANT shall assign qualified personnel to perform professional Services concerning the Project. At the time of execution of this Agreement, the parties anticipate that the following individual will perform as the principal point of contact on this Project.

Name:	David Hamby, P.E., CFM
Address:	1405 Wakarusa Drive
	Lawrence, KS 66049
Phone:	785-749-4474

- 2.2.2. **Standard of Care:** In the performance of professional Services, CONSULTANT will use that level of care and skill ordinarily exercised by reputable members of CONSULTANT’s profession currently practicing in the same locality under similar conditions. No other representation, guarantee or warranty, express or implied, is included or intended in this agreement or in any communication (oral or written) report, opinion, document or instrument of service.
- 2.2.3. **Independent Contractor:** The CONSULTANT is an independent contractor and as such is not an employee of the Client.
- 2.2.4. **Insurance:** CONSULTANT will maintain: a) workers compensation insurance in an amount at least equal to that required by applicable law; (b) comprehensive general liability insurance in the amount of at least \$1,000,000.00; (c) automobile liability insurance in the amount of at least \$1,000,000.00; and (d) professional liability insurance in the amount of at least \$1,000,000.00. Such insurance will be with insurance carriers that are acceptable to the CLIENT and the policies evidencing such insurance will be in a form acceptable to the CLIENT. The comprehensive general liability insurance policy will name CLIENT as an additional insured. CONSULTANT will provide certification evidencing the insurance coverages named above. CONSULTANT agrees to inform CLIENT at least 30 days in advance of any termination or expiration of any of its insurance policies named above.
- 2.2.5. **Subsurface Borings and Material Testing:** If tests additional to those provided in Exhibit 1 are necessary for design, the CONSULTANT shall prepare a request for the necessary additional borings and procure at least two proposals, including cost, from Geotechnical firms

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

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

SECTION 3 – CLIENT RESPONSIBILITIES

3.1 GENERAL DUTIES AND RESPONSIBILITIES

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

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

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

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

SECTION 4 – PAYMENT

4.1 COMPENSATION

- 4.1.1. **Fee and Expense:** The CLIENT agrees to pay the CONSULTANT a Lump Sum Fee according to **Exhibit 2** of this Agreement. The Lump Sum Fee for this project is a total of **\$16,500.00** Dollars plus reimbursable expenses as outlined in **Exhibit 2** and for the Scope of Services as shown in **Exhibit 1** of this Agreement. Payment of the Lump Sum Fee and reimbursables shall be made by the CLIENT according to the schedule and upon completion of work as shown in **Exhibit 2**. Other methods of compensation are allowed only after written approval by both parties to this Agreement. Payment is due within thirty (30) days of billing by the CONSULTANT and any late payment will incur an interest charge of one and one-half (1½) percent per month.
- 4.1.2. **Hourly Rate:** Any Additional Services which are not set forth in this Agreement will be charged on the basis of BG Consultants, Inc. standard hourly rate schedule in effect at the time of services, unless stated otherwise in a properly executed addendum to this contract for Additional Services. No Additional Services or costs shall be incurred without proper written authorization of the CLIENT.
- 4.1.3. **Annual Rate Adjustment:** The payment amounts listed in this Agreement are based on the work being performed within one year of the contract date. Because of natural time delays that may be encountered in the administration and work to be performed for the project, each

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

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

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

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

SECTION 5 – MUTUAL PROVISIONS

5.1 TERMINATION

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

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

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

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

5.2 DISPUTE RESOLUTION

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

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

5.3 OWNERSHIP OF INSTRUMENTS OF SERVICE

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

5.4 INDEMNIFY AND HOLD HARMLESS

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

5.5 ENTIRE AGREEMENT

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

5.6 APPLICABLE LAW

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

5.7 ASSIGNMENT OF AGREEMENT

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

5.8 NO THIRD PARTY BENEFICIARIES

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

5.9 LIMITATION OF LIABILITY

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

5.10 COMPLIANCE WITH LAWS

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

5.11 TITLES, SUBHEADS AND CAPITALIZATION

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

5.12 SEVERABILITY CLAUSE

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

5.13 FIELD REPRESENTATION

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

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

5.14 HAZARDOUS MATERIALS

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

5.15 AFFIRMATIVE ACTION

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

5.16 SPECIAL PROVISIONS

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

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

CONSULTANT:

CLIENT:

BG Consultants, Inc.

City of Edgerton, Kansas

By:



By:

Printed Name:

David J. Hamby, P.E., CFM

Printed Name:

Title:

Vice President

Title:

END OF CONSULTANT-CLIENT AGREEMENT

EXHIBIT 1

SCOPE OF SERVICES

PROJECT: The Scope of Services described in this Exhibit 1 is for the 2022 Nelson Street Improvements - CARS on Nelson Street, between 3rd Street and 8th Street in Edgerton, Kansas, hereinafter referred to as “PROJECT”.

1. DESIGN PHASE SERVICES

CONSULTANT will provide the following Design Phase Services.

1. Receive any available information from CLIENT applicable to the PROJECT.
2. Design and prepare the construction documents (construction plans, project manual, and opinion of probable construction costs) for the PROJECT.
3. Surveying services are limited to two areas near the elementary school that have drainage issues. The exact location of the drainage issues will be identified by the CLIENT and is limited to two 4,000 sf areas.
4. CONSULTANT will perform up to two (2) site visits to:
 - a. Measure pavement widths to use for estimating bid item quantities.
 - b. Observe existing pavement conditions.
 - c. Estimate approximate quantities of pavement patching.
 - d. Review existing pavement markings.
5. Prepare a project base map in AutoCAD using measurements and observations from Item 4 above and aerial photography.
6. Receive information from utility companies having facilities within the PROJECT limits. CONSULTANT will contact ONE CALL to request utility companies locate existing utility infrastructure within the PROJECT area.
7. Perform engineering design of PROJECT. CONSULTANT and CLIENT anticipate the engineering design of improvements will require the following:
 - a. Ultra-thin Bonded Asphalt Surface (UBAS) paving limits
 - b. Typical pavement sections and typical patching details.
 - c. Pavement patching plans.
 - d. Pavement marking plans and details.
 - e. Temporary traffic control plan.
 - f. Summary of quantities.
8. Prepare a project manual to include construction contract documents, technical specifications, and project specific Special Provisions for items of work included in the PROJECT which are not specified in the Standard Specifications for State Road and Bridge Construction, 2015 Edition or the KDOT Special Provisions.
9. Construction plans and project manual will be prepared to a Field Check stage (approximately 50% complete status) and submitted to CLIENT for review and comment.
10. Attend a Field Check meeting at the PROJECT to discuss the design status.
11. After the Field Check meeting, CONSULTANT will address CLIENT’s review comments and process the following stages of construction document reviews with CLIENT: Office Check and Final Check.
12. After the Final Check review, CONSULTANT provide CLIENT with up to three (3) hard copies and one (1) PDF of the final construction documents sealed by a licensed professional engineer.

13. Prepare an opinion of probable construction costs at the Field Check, Office Check, and Final Check project development stages.
 14. Prepare the permit application and applicable exhibits for known permits required for construction. CONSULTANT will deliver permit application(s) to CLIENT for CLIENT to submit for approval. Permit application fees will be the CLIENT's responsibility. CONSULTANT and CLIENT anticipate the following permits may be needed.
 - a. None.
 15. Applying for and obtaining a Section 404 Permit from the U.S. Army Corps of Engineers is not anticipated and therefore is not included in this scope of services.
 16. Environmental Assessment or Environmental Impact Statement services concerning the National Environmental Policy Act are not included in this AGREEMENT. The CONSULTANT does not anticipate these services will be necessary for the PROJECT. Should the need for such services arise, the CONSULTANT can provide these services by supplemental agreement.
- B. PUBLIC INVOLVEMENT SERVICES** – Public Involvement Services are not included. CONSULTANT can provide CLIENT with Public Involvement Services by separate agreement or addendum to this AGREEMENT.
- C. PROPERTY ACQUISITION SERVICES** – Property Acquisition Services are not included. After the PROJECT has achieved Field Check status and the need for additional rights-of-way and/or easements is known, CONSULTANT and CLIENT may incorporate property acquisition assistance services by addendum to this AGREEMENT.
- D. BID PHASE SERVICES**
- CONSULTANT will provide the following Bid Phase Services.
1. Assist CLIENT with advertising the PROJECT bid documents.
 2. Address questions from prospective bidders regarding the bid documents. Issue addenda, if necessary, prior to the bid letting.
 3. Provide CLIENT with an Engineer's Opinion of Probable Construction Costs at the time of the opening of bids
 4. Attend the bid opening, review and tabulate bids, and provide CLIENT with a recommendation regarding award of the construction contract.
- E. CONSTRUCTION ENGINEERING SERVICES** – Construction Engineering Services are not included. CONSULTANT can provide CLIENT with Construction Engineering Services by separate agreement or addendum to this AGREEMENT.

END OF EXHIBIT 1

EXHIBIT 2

COST AND SCHEDULE

A. ENGINEERING FEE

1. CONSULTANT will provide services in Exhibit 1 for a lump sum fee of **sixteen thousand five hundred and NO/100 dollars (\$16,500.00)** which includes transportation expenses in connection with the PROJECT. CLIENT will be invoiced for services in Exhibit 1 in accordance with Section 4 of this AGREEMENT. Monthly invoicing will be based on the percentage of the scope of services performed.
2. Reimbursable expenses not included in the Engineering Fee above may include, but are not limited to, expenses such as the purchase of title reports, maps, expenses of printing and reproductions, expenses to obtain copies of deeds, plots, plats, prints, plans, or other direct costs incurred by CONSULTANT. CONSULTANT and CLIENT agree to a reimbursable expenses allowance of **five hundred and NO/100 dollars (\$500.00)**.

B. ESTIMATED PROJECT SCHEDULE

1. CONSULTANT will perform services in an effort to meet CLIENT scheduling goals.

END OF EXHIBIT 2

EXHIBIT 3
SPECIAL PROVISIONS

None.

END OF EXHIBIT 3