

**EDGERTON CITY COUNCIL
MEETING AGENDA
CITY HALL, 404 EAST NELSON STREET
February 22, 2024
7:00 P.M.**

Call to Order

1. Roll Call

____ Roberts ____ Longanecker ____ Lewis ____ Lebakken ____ Malloy ____ Conus

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 February 8, 2024 Regular City Council Meeting
5. Approve Final Acceptance of 2023 CDBG – 1st And Hulett Sanitary Sewer Rehabilitation Project

Motion: _____ Second: _____ Vote: _____

Regular Agenda

6. **Declaration.** At this time Council members may declare any conflict or communication they have had that might influence their ability to impartially consider today's issues.
7. **Public Comments.** The City of Edgerton encourages public participation in local governance issues. To facilitate an efficient and effective meeting, persons wishing to address the City Council must sign-up before the meeting begins. Speakers must provide their name and address for the record and are limited to three (3) minutes. The maximum time limit for all speakers will be thirty (30) minutes. Comments on personnel matters or matters pending before court/other outside tribunals are not permitted. Any comments are for informational purposes only. No action will be taken.

The Mayor may modify these provisions, as necessary. The Mayor may limit any unnecessary, off-topic, or redundant comments or presentations. Speakers should address their comments to City Council members only and should not speak to fellow audience members. City Council members will not engage in a dialogue or debate with speakers. Speakers and audience members should conduct themselves in a civil and respectful manner. Disruptive conduct may result in removal from the meeting.

Business Requiring Action

8. **CONSIDER AGREEMENT WITH STRATEGY LLC FOR THE GREENSPACE PROJECT TO PROVIDE SECURITY SYSTEM AND ACCESS CONTROLS**

Motion: _____ Second: _____ Vote: _____

9. CONSIDER BUDGET ADJUSTMENT FOR GLENDELL ACRES PARK RENOVATION PROJECT

Motion: _____ Second: _____ Vote: _____

10. CONSIDER AWARD OF CONSTRUCTION OF THE GLENDELL ACRES RENOVATION PROJECT TO CM CONCRETE INC. AT \$651,200 TO INCLUDE THE FULL PROJECT BASE BID

Motion: _____ Second: _____ Vote: _____

11. CONSIDER SENIOR PROPERTY TAX REBATE PROGRAM ELIGIBILITY REQUIREMENTS AND DETAILS

Motion: _____ Second: _____ Vote: _____

12. CONSIDER PROGRAM TO ENCOURAGE RESIDENTS TO COMPLETE THE LEAD SERVICE LINE INVENTORY SURVEY

Motion: _____ Second: _____ Vote: _____

13. CONSIDER AN AGREEMENT TO PARTICIPATE AS PART OF A 7-PARTY AGREEMENT FOR THE SOUTHWEST METRO AREA TRANSPORTATION COMMUNICATION PLAN

Motion: _____ Second: _____ Vote: _____

14. Report by the City Administrator

- KRWA Designation of Voting Delegate
- 4th Quarter Financial Report
- 2025 Budget Calendar

15. Report by the Mayor

16. Future Meeting Reminders:

- February 29: Joint Work Session – 7:00PM
- March 12: Planning Commission – 7:00PM
- March 14: City Council Meeting – 7:00PM
- March 28: City Council Meeting – 7:00PM
- April 9: Planning Commission – 7:00PM
- April 11: City Council Meeting – 7:00PM
- April 25: City Council Meeting – 7:00PM

17. **CONSIDER RECESSING INTO EXECUTIVE SESSION PURSUANT TO THE ATTORNEY/CLIENT EXCPTION TO INCLUDE CITY ATTORNEY AND CITY ADMINISTRATOR FOR THE PURPOSES OF CONTRACT NEGOTIATIONS (K.S.A. 75-4319(B)(2))**

Motion: _____ Second: _____ Vote: _____

18. **Adjourn** Motion: _____ Second: _____ Vote: _____

EVENTS

3/11-3/15: Spring Break Activities
3/?: Surprise Easter Egg Hunt
3/20: Senior Lunch
3/27: Mushroom Wood Painting
3/30: Low-Cost Pet Vaccine Clinic
4/04: Make It: Hop into Carrot Cake
4/17: Senior Lunch
4/27: Compost 101
4/29: Polymer Clay Animals Workshop

City of Edgerton, Kansas
Minutes of City Council Regular Session
February 8, 2024

A Regular Session of the City Council (the Council) was held in the Edgerton City Hall, 404 E. Nelson, Edgerton, Kansas February 8, 2024. The meeting convened at 7:00PM with Mayor Roberts presiding.

1. ROLL CALL

Clay Longanecker	present
Josh Lewis	present
Deb Lebakken	present
Bill Malloy	present
Ron Conus	present

With a quorum present, the meeting commenced.

Staff in attendance:	City Administrator, Beth Linn
	City Attorney, Lee Hendricks
	City Clerk, Alex Clower
	Accountant, Justin Vermillion
	Public Works Director, Dan Merkh
	Public Works Superintendent, Trey Whitaker
	Holly Robertson, CIP Project Manager
	Assistant to the City Administrator, Kara Banks
	Development Services Director, Zach Moore
	Building Inspector, Jim Brown

2. WELCOME. Mayor Roberts welcomed all in attendance.

3. PLEDGE OF ALLEGIANCE. All present participated in the 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 January 25, 2024 Regular City Council Meeting.

Councilmember Longanecker moved to approve the Consent Agenda, seconded by Councilmember Lebakken. The Consent Agenda was approved, 5-0.

Regular Agenda

5. Declaration. There were no declarations made.

6. Public Comments. There were no public comments made.

Business Requiring Action

7. CONSIDER SUBMITTAL OF APPLICATION FOR EDGERTON TRANSPORTATION STUDY TO THE US DEPARTMENT OF TRANSPORTATION (USDOT) FOR A FY 2024 REBUILDING AMERICAN INFRASTRUCTURE WITH SUSTAINABILITY AND EQUITY (RAISE) PLANNING GRANT

Ms. Robertson stated staff is requesting permission to apply for the RAISE Grant again this year. She stated in 2022, staff applied for the RAISE grant for projects included 2nd Street Reconstruction and the Downtown Streetscape project. Unfortunately, these projects were scored as acceptable but not selected for award. She stated staff has reviewed all feedback and will implement this information for future grant applications.

She stated staff recommends applying for a RAISE planning grant for the Edgerton Transportation study to identify areas of our system that need repaired or rebuilt due to safety concerns, new development, and economic opportunities. She stated this project would be a city-wide study and include required surveys, studies, partial design plans for those areas identified as priority projects for the city.

Councilmember Lewis asked if this is for matching funds.

Ms. Linn stated this is just a request for submission of the application, no matching funds. She stated staff will bring back options for matching funds.

With no further questions or comments, Mayor Roberts requested motion to approve the submittal of the application for the Transportation Study to the USDOT for 2024 RAISE Grant.

Councilmember Longanecker moved to approve, seconded by Councilmember Lebakken. The motion was approved, 5-0.

8. Report by the City Administrator

- KRWA Designation of Voting Delegate

Ms. Linn stated every year, Council votes on two members of staff to attend and vote at the KRWA Conference. This is a conference that is budgeted for members of the governing body to attend should they choose too. She stated staff would suggest Mike Mabrey and Darren Ross be the voting delegates to attend.

Mayor Roberts requested motion to approve Mr. Mabrey as the voting delegate for the KRWA Conference and Darren Ross as the alternate.

Councilmember Lebakken moved to approve the motion, seconded by Councilmember Longanecker. The motion was approved, 5-0.

- Public Works Quarterly Update

Mr. Merkh referenced the handout provided in the council packet. He stated the public works and utilities crews have done a fantastic job staying on top of weather and other unforeseen

events, such as water main breaks. He stated the crews have worked hard to make the impact minimal to the public.

Councilmember Lebakken asked how many people are on the snow crew.

Mr. Merkh stated 8 or 9 with another 4 or 5 additional trained staff should they need to be called out as well.

Councilmember Longanecker stated the 420 lane miles of sweeping seems like quite a lot and asked if that is normal.

Mr. Merkh stated that it is about average, and there may be more during the summer event season.

- Report on Private Utility Work within Public Right-of-Way (ROW)

Ms. Linn stated with work going on in the public right-of-way, staff wanted to share what the city's role is when a contractor works within the ROW. She stated members of staff and Mayor Roberts met with two of the largest permit holders within the city just this week to discuss the impact of ROW Permits within the community.

Mr. Merkh stated when someone wants to work within the ROW, they are to submit an application with provided location and type of work as well as any documentation needed, including a certificate of insurance. He stated staff then reviews their application to verify all information provided is complete. He stated there are currently 7 active ROW Permits, four of which are fiber installers. He stated staff does their best to make sure the contractors are not in the same place at the same time. He stated staff does not inspect the work because the contractors are not working on City infrastructure. When it is City owned, they are told the requirements for restoration. He stated the city's only real role in the ROW process is to provide a permit and communicate if needed throughout the project life. He stated the City does not dictate time frame, what they are putting in, etc.

Ms. Linn stated the amount of work currently being conducted is driven by two main groups – KS Gas with NPL and Kwikom. She stated the biggest challenge with the gas company has been crews leaving holes exposed for long periods of time, but this has been resolved within the last few days and they have now put gravel in temporarily. She stated this is not permanent, but it provides a solution for the kids who walk to school. She stated when staff receives calls for concern, they are referred directly to the contractor.

She stated the second group is KwikCom, which has several sub-contractors working on their behalf. She stated they have said they are nearly done with boring for the project and they will begin pulling cables. She stated the biggest struggle with them has been the subcontractors hitting water and gas structures. She stated there have been 8-10 main breaks.

Councilmember Longanecker asked if there is compensation for that.

Mr. Merkh stated the City has sent bills for materials as well as hours for equipment.

Ms. Linn stated typically the City would not fix and the company would have to get that work completed, but there is a level of service decision that is made in the field. Staff decided to bill for materials and equipment to allow for water restoration to be done efficiently for our residents.

Mayor Roberts asked if staff is doing the work, is there cost recovery for their hours spent.

Mr. Merkh stated staff has supervised, fixed, told them how to fix, etc. and when the job is complete, staff will check restoration.

Councilmember Lebakken stated many people have had problems and are requesting restoration of their yards, etc.

Ms. Linn stated they should contact the contractor directly because it is the contractor's responsibility to fix what has been broken.

Councilmember Lebakken stated there is a contractor denying any responsibility in one area because there is no proof and there is over \$4,000 worth of damage.

Councilmember Lewis stated it should be easy enough to prove though that their lines are in the ground.

Mr. Lee Hendricks stated they would need to contact legal counsel.

Mayor Roberts stated the city has very little control over telecom fiber.

Councilmember Lebakken stated we can still give the homeowner direction though.

Mayor Roberts stated first direction would be to call the company. If they're not claiming responsibility that's a civil matter. He stated he would highly recommend people document their experiences on their property.

Mr. Hendricks stated it is not the City's asset, these companies have the right to be there, and telecommunication companies are living within the statutes allowed. However, if the city were to decide to make a street a four-lane roadway, that cost to relocate their lines is on them to move, not the City. He stated the city has the right to control the traffic flow, on our schedule and their dime.

Mayor Roberts stated correct, it's their job to get out of our project area.

WALK ON: Lead & Copper Update

Mr. Merkh stated the federal government has named the inventory due in October the Lead Service Line Inventory, or LSLI. He stated a survey will go out to residents in the near future for the information to be submitted to the state as required. He stated the catalog and mapping is

being completed by NEER. He stated this survey will have residents complete some general questions related to when their house was built, what their pipes are made of, what they look like, etc. The Feds are saying they want all the lead out in the next 10 years.

Councilmember Lewis stated he looks forward to seeing what they are going to do with this information in older city environments like Boston, Chicago, etc. He stated how are they going to make city's pay for this.

WALK ON:

CONSIDER RESOLUTION NO. 02-08-24A APPROVING THE CLOSURE OF A PUBLIC STREET NAMED HEREIN DURING EDGERTON'S TOPPING OUT CEREMONY FOR THE GREENSPACE IN 2024.

Ms. Linn stated the resolution consideration is for the closure of Nelson Street for about an hour on Wednesday, February 14th for the final beam placed in The Greenspace. She stated the ceremony is planned for 2:30PM and is a big milestone for the project. She stated any member of the public who wishes to sign the beam is welcome to attend. She stated staff appreciates everyone's patience through this process as we continue to work through the building of this gathering space for the community. She stated Combes Construction has done a fantastic job with the residents in the area, keeping them informed, working with them during the weather and mud, etc.

She stated she would also like to remind council and residents that the Citizen Survey should be hitting mailboxes this week, and staff encourages all to participate in that.

Mayor Roberts asked Ms. Linn to give a quick update on Glendell Acres park as he has seen some questions related to that project moving along quite slowly.

Ms. Linn stated they opened bids this last week and will be presenting for consideration the award for construction at the next council meeting. She stated there have been challenges related to this project, specifically related to the high-pressure gas main that runs through that area. She stated Skate Parks are also unique in their own as you have to hire experts in that category and that was a challenge.

Mayor Roberts stated he does understand what the public is saying in this matter, staff has been working for quite some time on this project. He stated staff worked over a year with the pipeline company and that was a first piece that had to be completed before movement could be made.

9. Report by the Mayor

Mayor Roberts stated he recently attended a tremendous event where Matt Mayeske, teacher at Gardner Edgerton High School, won a grant from the Milken Family foundation for \$25,000. This was awarded to him to signify the appreciation of his students and colleagues and dedication he has for teaching. He expressed his congratulations to Matt and encourages those

that may see him in public or on social media to do the same. He stated he will send out a letter from the City to congratulate him on this award.

10. Future Meeting Reminders

Mayor Roberts reminded the Council of the future meetings for Council and Planning Commission.

11. Adjourn

Councilmember Lebakken moved to adjourn, seconded by Councilmember Malloy. All in favor. The meeting was adjourned at 7:54PM.

Submitted by Alexandria Clower, City Clerk

City Council Action Item

Council Meeting Date: February 22, 2024

Department: Public Works

Agenda Item: Consider Final Acceptance of 2023 CDBG – 1st and Hulett Sanitary Sewer Rehabilitation Project

Background/Description of Item:

On May 12, 2022 City Council approved the submission of an application to Johnson County for the 1st and Hulett Sanitary Sewer Project for Community Development Block Grant (CDBG) funding.

On February 9, 2023, City Council approved the contract with Tetra Tech for the design of the project.

On August 10, 2023 City Council approved the concurrence to bid.

On August 24, 2023, City Council approved the contract with RIC for construction inspection services.

On September 28, 2023, City Council approved the award for the construction phase of the project to Havens Construction Company. During that Council Meeting the budget was updated to account for the construction estimate, additional CDBG funding, rollover from the 2021 CDBG project, and a decrease in Sewer Fund. The updated budget also included an additional scope of work during the construction phase for Tetra Tech.

Substantial Completion was reached on January 19, 2024 and post-construction CCTV performed. After review of the CCTV Tetra Tech and RIC recommended a final punch list of items for Havens to complete. The final completion of the punch list items was completed in late January and early February 2024. As-built drawings were provided by Tetra Tech and final quantities approved by the contractor, engineer, and inspector. A letter of acceptance from the inspector is attached.

The original construction contract totaled \$191,764. There were 2 change orders. Change Order #1 increased the contract by \$6,600 and included an increase in point repairs. Also rather than installation of a new manhole, the existing manhole was found to be structurally sound, thus only receiving improvements the internal workings of the manhole. Change Order #2 trued up of the actual quantities from bid quantities, increasing by \$1,331.50. Both change orders were approved by City Administrator in compliance with the City's Purchasing Policy. This brings the overall construction contract to \$199,695.50.

Staff recommends City Council approve final acceptance for the 2023 CDBG – 1st and Hulett Sanitary Sewer Rehabilitation project, authorizing final payment to Havens.

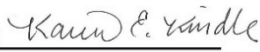
The construction scope was completed within the contracted budget amount. Final payments for engineering and construction inspection have yet to be requested but are anticipated to be under budget. After these final payments are made, a final project accounting will be brought to council to consider recommendation for use of any unused funding.

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

<u>Funding Source:</u>	Sewer Fund:	\$47,937.45
	CDBG:	\$108,488.37
	Rollover from 2021 CDBG:	\$157,383.18

Budget Allocated: \$314,264

Finance Director Approval:

x 
Karen Kindle, Finance Director

Recommendation: Approve Final Acceptance for 2023 CDBG – 1st and Hulett Sanitary Sewer Rehabilitation Project

Enclosed: Final Approval by Inspector

Prepared by: Holly Robertson, PE, CIP Project Manager

Dan Merkh

From: Holly Robertson
Sent: Monday, February 19, 2024 4:53 PM
To: Dan Merkh
Subject: Fwd: Punch List

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From: Chance Thoman <cthoman@ric-consult.com>
Sent: Monday, February 19, 2024 8:34:01 AM
To: Holly Robertson <hrobertson@edgertonks.org>
Cc: Carl Sanders <csanders@ric-consult.com>
Subject: Re: Punch List

Holly,

Every line item regarding this project has been completed, including all punch list items.

Chance Thoman

Construction Observer

cthoman@ric-consult.com | [913-317-9500](tel:913-317-9500) (o)

[8653 Penrose Lane](#) | Lenexa, KS 66219

www.ric-consult.com | [816.800.0950](tel:816.800.0950) (o)

From: Holly Robertson <hrobertson@edgertonks.org>
Sent: Monday, February 19, 2024 8:27:53 AM
To: Chance Thoman <cthoman@ric-consult.com>
Cc: Carl Sanders <csanders@ric-consult.com>
Subject: RE: Punch List

Chance,

Could you please send me an email or letter stating that the work was completed per the contract including the punch list items. It can be really simple like the email attached from RIC for our 2021 project.

Thanks,
Holly



Holly Robertson, PE • CIP Project Manager
City of Edgerton, KS
404 East Nelson • Edgerton, KS 66021

913.893.6231 (o) • 913.424.3621 (c)

www.edgertonks.org

From: Chance Thoman <cthoman@ric-consult.com>

Sent: Tuesday, February 6, 2024 11:14 AM

To: Harper, Bridget <bridget.harper@tetrattech.com>

Cc: Holly Robertson <hrobertson@edgertonks.org>; Carl Sanders <csanders@ric-consult.com>

Subject: Punch List

Good morning!

Tomorrow, Havens will be on site, and they will be patching over the laterals that are in the greenspace area. In the document you sent after our progress meeting, it showed which laterals that are needing to be patched and which ones that are needing a dye test to confirm activity. On that same document, you have a lateral labeled "to be used by Greenspace Project" but the attached picture below states they will be installing a new lateral tying into the main. We are wanting Havens to patch over the lateral that we thought the Greenspace Project was going to use, correct? The attached document is a close up of what I am referring to.

Chance Thoman

Construction Observer

cthoman@ric-consult.com | 913-317-9500 (o)



8653 Penrose Lane | Lenexa, KS 66219

www.ric-consult.com | 816.800.0950 (o)



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City Council Action Item

Council Meeting Date: February 22, 2024

Department: Public Works

Agenda Item: Consider Agreement with Strategy LLC for The Greenspace Project to Provide Security System and Access Controls

Background/Description of Item:

On July 13, 2023, City Council awarded the contract with Combes Construction, LLC for construction of The Greenspace Project. Construction began in August of 2023.

The City of Edgerton currently maintains a contract with Strategy Marketing & Tech Agency (Strategy) for IT Services.

As the Project includes access controls and security to The Greenspace facility, staff would recommend entering into an Agreement with Strategy to provide access controls, security system, and related cabling and equipment. DNS Communications is a subcontractor of Strategy and will provide the services listed below through this contract.

The Agreements include the following summarized list of services and equipment:

- Access Controls
 - Control Access for 20 doors with key card access
 - Programming for up to 100 users
 - License fees for the first year
- Intrusion Alarm
 - Alarm system for entire facility
 - Contact sensor for exterior doors
 - Motion sensors throughout facility
 - Silent alarm at reception
 - Audible alarms for corridor and gym
- Video Surveillance
 - Installation of 13 interior and 7 exterior cameras
 - Installation of server to provide 30 days of motion activated recording
- Cabling and Equipment
 - Data cabling for all network equipment
 - Racking for surveillance and networking equipment
 - Networking equipment

- Professional Services
 - System design and system engineering
 - System installation
 - System programming
 - System training

This agreement structures payment for security system and access controls for a lump sum fee of \$124,738.27. This amount is within the budget initially estimated for IT and Security to prepare the project budget. There will be other costs yet to be determined within this budget item (workstations, printers, etc). Staff will continue to monitor the project budget and periodically update the Governing Body as categories of cost are set.

The Agreement is still pending review by City Attorney. City Staff recommend approval of this agreement pending City Attorney review.

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

Funding Source: GO Bonds

Budget Allocated: \$8,704,950

Finance Director Approval:  x
Karen Kindle, Finance Director

Recommendation: Approve Agreement with Strategy LLC for The Greenspace Project to Provide Security System and Access Controls for \$124,738.27 Pending Approval by City Attorney.

Enclosed: Proposal The Greenspace Security Detail

Prepared by: Holly Robertson, PE, CIP Project Manager

STRATEGY

MARKETING & TECH AGENCY

Prepared for:

Dan Merkh

City of Edgerton

THE GREENSPACE - SCOPE OF WORK

Strategy LLC and its partners are delighted to be your technology solutions partner and will perform the work that you requested as described below.

Access Control

Install a new access control system

- Control access at (20) doors as indicated on the site plans
- (100) Key fobs are included
- Alternate credential types such as leather fobs, cards, stickers, and wristbands are available

Notes

- Door/door hardware provider to provide and install all electronic locking hardware
 - All hardware is to be of the fail-secure type
 - All hardware to be 24VDC
 - Door/door hardware provider to provide power supplies as is necessary for any high in rush or special application devices
- All conduit/pathways to be provided/installed by others
- Initial programming and software training is included
 - Includes programming of up to (100) users into the system. Additional users can be added for an additional cost
 - Customer is responsible for filling out user programming sheet
- Internet service is required for proper operation and management of this system
- This system is multi-site capable with the ability to view/manage multiple locations from a single interface
- System can be expanded at any time
- System can be managed remotely via web portal and mobile app
- System management staff can be assigned overall access, site-specific access, or partitioned zone access
- There will be a cloud server access fee of \$18.75/door/month, which is billed annually (\$225/yr)
 - The first year's subscription is included in this proposal
 - Annual renewal date will be based on date of system activation

Intrusion Alarm

Install an alarm system for building security

- Keypads for arming/disarming to be installed at the North and East vestibules
- Storage A118 to be partitioned separately and have it's own keypad
- Contact sensors on all exterior doors
- Motion sensors throughout
- Silent alarm device to be installed at the reception area
- Audible alarms to be placed in the corridor and gym

Notes

- All conduit/pathways to be provided/installed by others
- Total Connect 2.0 mobile application for remote arming/disarming, notification management, and multi-site management is included
- This system is multi-site capable with the ability to view/manage multiple locations from a single interface
- System will use both cellular and IP communication paths
- There will be an alarm monitoring service fee of \$43.75/month, which is billed annually (\$525/yr)
 - The first year's subscription is included in this proposal
 - Annual renewal date will be based on date of system activation

Video Surveillance

Install an IP surveillance system

- Install a 32TB server that will provide 30+ days of retention with motion activated recording
- (10) 5MP turret cameras throughout the interior
- (3) 9MP fisheye cameras throughout the interior
- (4) 4x5MP multi-sensor cameras on the exterior
- (3) 5MP turret cameras on the exterior
- (1) 8MP 180° camera on the exterior

Notes

- Customer to provide scissor/boom lifts as is needed for the duration of the project
- All conduit/pathways to be provided/installed by others
- All camera licenses, cabling, mounts, and other installation equipment is included
- Initial programming and software training is included
- This system is multi-site capable with the ability to view/manage multiple locations from a single interface
- Users can be assigned access to only specific cameras, specific locations, or any combination thereof
- Client software can be installed on as many machines as is needed at no additional cost
- Mobile applications for phones and tablets are available at no cost
- No renewal or subscription costs for the life of the system

Structured Cabling

Install data cabling for workstations, wireless access points, and other network equipment

Reception - A102

- (1) 2-Port drop at desk
- (1) 2-Port drop on back wall
- (1) 2-Port drop on back wall at display height

Flex - A103· (1) 1-Port drop for wireless access point

Open Office - A122

- (7) 2-Port drops

Office - A123

- (2) 2-Port drops
- (1) 2-Port drop at display height

Community 1 - A105

- (1) 2-Port drop on wall
- (1) 2-Port drop on wall at display height
- (1) 1-Port drop for wall phone
- (2) 2-Port drops in floor boxes
- (1) 1-Port drop for wireless access point

Community 2 - A120

- (1) 2-Port drop at display height
- (1) 2-Port drop in floor box
- (1) 1-Port drop for wireless access point

Kitchen - A107

- (1) 1-Port drop for wall phone

Fitness - A114

- (1) 2-Port drop
- (1) 2-Port drop at display height
- (1) 1-Port drop for wireless access point

Gym - A119

- (2) 1-Port drops for wireless access points
- (4) 2-Port drops in floor boxes

Exterior

- (1) 1-Port drop for wireless access point

Notes

- All conduit/pathways to be provided/installed by others
- All cabling to be blue CAT6
- All faceplates to be white
- All keystone jacks to be white
- 7' Black patch cords included for each standard height location
- 3' Black patch cords included for each display height location
- 3' Black patch cords included for each wireless access point location

Rack Equipment

Racking equipment to house all surveillance and networking head end equipment

- Install customer provided equipment rack
- (1) 24-Port patch panel
- (2) 48-Port patch panels

Notes

- Wall or floor mounted equipment rack to be provided by others
 - 2U of rack space will be required for security equipment
- 6" Black patch cords included for each patch panel
- GC is to provide backer board for mounting of the data cabinet, access control, and alarm equipment
- Electrician to provide grounding buss for data cabinet
- Electrician to provide 20A circuit with quad receptacle for data cabinet
- Electrician to provide 20A circuit with quad receptacle for security equipment

Networking Equipment

Networking equipment for WAN and LAN connections

- Strategy LLC and its partners will install all rack mounted equipment and wireless access points

Notes

- All network switches, wireless access points, and other networking equipment to be provided by others
- Customer to provide UPS to carry load long enough for generator to kick in
- (1) 24-port and (2) 48-port switches will be required
 - Client to provide (45) switch ports for security equipment and at least (21) of them must be PoE

All ethernet cabling is to be terminated, continuity tested, and labeled

Locations on floorplans are estimates. Exact locations may vary slightly

Due to current materials shortages and shipping delays, parts availability and pricing is subject to change at any point up to 24hrs after receipt of deposit payment

Services

Strategy LLC and its partners will provide professional services which may include any or all the following items: System design and engineering, project management, installation labor, programming labor, and system training.

Owner Requirements

Customer to provide the following to ensure the mutual success of meeting all project deliverables per specified timeline. Delays or changes in providing the below items may result in the initiation of a change order or delay in completion of the project:

- All necessary points of contact
- Uninterrupted access to areas where work is to be performed
- A specified on-site staging area supplied for the delivery and storage of equipment once installation begins. If this space is a secured space, Strategy LLC and its partners will require uninterrupted access to it.

Change Order Process

The purpose of a change order is to make official changes to the agreed upon SOW. However, a change order may also be required should additional time or trips to site be required due to items that are out of Strategy LLC and its partners control. Changes, additions, or deletions will constitute the need for a change order. Change orders may include additional fees or credits and may impact project completion dates.

Strategy LLC and its partners provides our best estimate of labor costs based on what we know of your project at the time of proposal creation and initially supplied timelines, which include other contractor completion dates. Pricing is based on work performed during a standard business day between the hours of 6:00 am – 6:00 pm, Monday through Friday and not to exceed 40 hours in each week.

If changes to the project timelines require work to be done after hours or on weekends, a change order will be initiated for overtime rates which are equal to 1.5 times the standard rate. The same applies should more than 40 hours in each week be required to meet deadlines because of adds, changes, and/or delays that are out of our control. Examples of adds, changes, and/or delays that could result in additional charges are:

- Construction delays because of another contractor
- Furniture installation completion dates
- Internet service and live date delays
- Electrical drops and live date delays
- Any other delays that prevent Strategy LLC and its partners from performing installation per agreed upon timeline

Additionally, work is planned to happen in a concurrent schedule. If customer or other contractor interruptions to planned schedule occur, a change order may be initiated to cover additional travel costs and labor hours.

Once the need for a change order is identified, we will present you with a change order document outlining additional costs (or credits) along with an updated SOW detailing what has changed. Work on items contained within, or effect by, the change order may proceed without customer approval of the change. We understand there are time sensitive situations which require all parties to move quickly and make rapid decisions to keep a project on track for timely completion. Our team will do everything they can to assist and work with you during this process, however it is the customers responsibility to sign change orders and provide any necessary purchase orders in a timely manner to avoid delays in work commencement.

Strategy LLC and its partners reserves the right to require additional deposits or other payments towards any and/or all change orders before commencement of work outlined in said change order.

All work can be completed M-F 6am-6pm

SOLUTION OPTIONS

This quote is valid until midnight on 04-15-2024.

Access Control	Item Price	QTY	Total Price
Credentials - Key Fobs, Card, Mobile PDK KFC 26-Bit Key Fob, 100pk	\$678.85	1	\$678.85
G.R.I. 184-12WG-B 1" Recessed Door Contact, 1" Gap, Brown	\$9.44	16	\$151.04
HONEYWELL IS310WH Request to Exit PIR, White	\$155.75	20	\$3,115.00
HONEYWELL 5-531-395-01 Trim Plate for IS310 and IS320, White	\$7.11	20	\$142.20
PDK PDK-IO-1YR PDK Cloud Subscription, 1 Door, 1yr	\$225.00	20	\$4,500.00
PDK RDRGRS Rugged Reader, Single-Gang, Prox (125 kHz), Wiegand	\$288.46	20	\$5,769.20
PDK RDRMRS Rugged Reader, Mullion, Prox (125 kHz), Wiegand	\$207.74	1	\$207.74
PDK RMAX Eight Door Panel, Includes two R4 Boards and two 10A Power Supplies, Expandable up to 24 Doors	\$3,365.39	1	\$3,365.39
ALTRONIX LC2 Line Cord, 6', 3 Conductor	\$9.61	2	\$19.22

Access Control	Item Price	QTY	Total Price
PDK R4E Four Door Controller Expansion Board, Ethernet, OSDP, Wiegand, Battery Monitoring, Optional Wireless and PoE++	\$928.85	3	\$2,786.55
POWERSONIC PS-12120 12V, 12AH, SLA Battery, 3.7"H x 5.95"L x 3.86"W	\$63.46	4	\$253.84
PDK RSVR CloudNode, Rack Mount, Ethernet Only	\$1,621.15	1	\$1,621.15
Southwire 73101-06-02 Plenum Composite Cable, ((1) 22/6, (1) 22/4, (1) 22/2, (1) 18/4), 1000'	\$1,415.39	4	\$5,661.56
Project Admin Installation Materials	\$2,500.00	1	\$2,500.00

Total **\$30,771.74**

Video Surveillance	Item Price	QTY	Total Price
DIGITAL WATCHDOG DW-BJP1U32T Blackjack 1U Prack ,Win 10 OS, 32TB, 360Mbps Throughput	\$11,745.69	1	\$11,745.69
DIGITAL WATCHDOG DW-SPECTRUMLSC001 (1) DW Spectrum® IPVMS Recording License	\$149.58	3	\$448.74
DIGITAL WATCHDOG DW-SPECTRUMLSC004 (4) DW Spectrum® IPVMS Recording Licenses	\$598.28	1	\$598.28
HONEYWELL 5-531-395-01 Trim Plate for IS310 and IS320, White	\$1,495.68	1	\$1,495.68
MCM HA-C6-03-BLK 3' CAT6 Patch Cord, Black	\$3.61	2	\$7.22

Video Surveillance	Item Price	QTY	Total Price
DIGITAL WATCHDOG DWC-MBW8Wi2TW Indoor/Outdoor 180°, 8MP, 2.3mm, 100' IR, IVA Analytics	\$1,128.86	1	\$1,128.86
DIGITAL WATCHDOG DWC-BLJUNC-W Junction Box for Bullet Cameras, White	\$57.86	1	\$57.86
DIGITAL WATCHDOG DWC-MVA5Wi28T Indoor/Outdoor Ball, IR, 5MP, 2.8mm, IVA Analytics	\$607.10	2	\$1,214.20
DIGITAL WATCHDOG DWC-VAWM Wall Mount Bracket for Ball Cameras	\$62.78	2	\$125.56
DIGITAL WATCHDOG DWC-MVA5Wi28T Indoor/Outdoor Ball, IR, 5MP, 2.8mm, IVA Analytics	\$607.10	5	\$3,035.50
DIGITAL WATCHDOG DWC-GPLT-W Converter Plate for Electrical Gang Box, White	\$36.29	5	\$181.45
DIGITAL WATCHDOG DWC-MVA5Wi28T Indoor/Outdoor Ball, IR, 5MP, 2.8mm, IVA Analytics	\$607.10	1	\$607.10
DIGITAL WATCHDOG DWC-GPLT-W Converter Plate for Electrical Gang Box, White	\$36.29	1	\$36.29
DIGITAL WATCHDOG DWC-VAWM Wall Mount Bracket for Ball Cameras	\$62.78	1	\$62.78
DIGITAL WATCHDOG DWC-MVA5Wi28T Indoor/Outdoor Ball, IR, 5MP, 2.8mm, IVA Analytics	\$607.10	4	\$2,428.40
DIGITAL WATCHDOG DWC-GPLT-W Converter Plate for Electrical Gang Box, White	\$36.29	4	\$145.16
DIGITAL WATCHDOG DWC-VAJUNC Junction box for Vandal Ball Cameras	\$58.36	4	\$233.44
DIGITAL WATCHDOG DWC-MVA5Wi28T Indoor/Outdoor Ball, IR, 5MP, 2.8mm, IVA Analytics	\$607.10	1	\$607.10

Video Surveillance	Item Price	QTY	Total Price
DIGITAL WATCHDOG DWC-VAJUNC Junction box for Vandal Ball Cameras	\$58.36	1	\$58.36
DIGITAL WATCHDOG DWC-PVF9Di2TW Indoor/Outdoor 180°/360° Fisheye, 9MP, 2.1mm, 80' IR, IVA Analytics	\$1,305.40	3	\$3,916.20
DIGITAL WATCHDOG DWC-GPLT-W Converter Plate for Electrical Gang Box, White	\$36.29	3	\$108.87
DIGITAL WATCHDOG DWC-PVX20WATW Indoor/Outdoor 270°/360°, 20MP (4x5MP), (4) 2.8-8mm Lenses	\$3,136.50	3	\$9,409.50
DIGITAL WATCHDOG DWC-PV20WMW Wall Mount for DWC-PVX20WATW and DWC-PPVX20WATW	\$326.60	3	\$979.80
DIGITAL WATCHDOG DWC-V1CNMW Corner Bracket, White	\$60.71	3	\$182.13
DIGITAL WATCHDOG DWC-PVX20WATW Indoor/Outdoor 270°/360°, 20MP (4x5MP), (4) 2.8-8mm Lenses	\$3,136.50	1	\$3,136.50
DIGITAL WATCHDOG DWC-PMB-WLW Pole Mount Bracket for Bullet and Dome Cameras	\$51.00	1	\$51.00
DIGITAL WATCHDOG DWC-PV20WMW Wall Mount for DWC-PVX20WATW and DWC-PPVX20WATW	\$326.60	1	\$326.60
HITACHI 30237-8-BL2 CAT6 Plenum, Blue, 1000'	\$503.85	4	\$2,015.40
Total			\$44,343.67

Structured Cabling	Item Price	QTY	Total Price
HITACHI 30237-8-BL2 CAT6 Plenum, Blue, 1000'	\$503.85	12	\$6,046.20

Structured Cabling	Item Price	QTY	Total Price
SIGNAMAX 24U-HDMMP 24-Port High-Density Field Configurable Panel, 1.75"H	\$66.93	1	\$66.93
MCM HA-C6-06IN-BLK 6" CAT6 Patch Cord, Black	\$2.78	24	\$66.72
SIGNAMAX KJ458MT-C6C-BK MT-Series High-Density Category 6 RJ45 Keystone Jack; Flush Mount, 8P8C, Black	\$7.60	24	\$182.40
SIGNAMAX 48U-HDMMP 48-Port High-Density Field Configurable Panel, 3.50"H	\$93.75	2	\$187.50
MCM HA-C6-06IN-BLK 6" CAT6 Patch Cord, Black	\$2.78	96	\$266.88
SIGNAMAX KJ458MT-C6C-BK MT-Series High-Density Category 6 RJ45 Keystone Jack; Flush Mount, 8P8C, Black	\$7.60	96	\$729.60
SIGNAMAX SKFI-2-WH 2-Port, White, 1-Gang Faceplate With Labeling Window	\$1.93	19	\$36.67
MCM HA-C6-07-BLK 7' CAT6 Black Patch Cord, Gold Plated	\$5.89	38	\$223.82
SIGNAMAX KJ458MT-C6C-WH MT-Series High-Density Category 6 RJ45 Keystone Jack; Flush Mount, 8P8C, White	\$7.60	38	\$288.80
SIGNAMAX SKFI-2-WH 2-Port, White, 1-Gang Faceplate With Labeling Window	\$1.93	6	\$11.58
MCM HA-C6-03-BLK 3' CAT6 Patch Cord, Black	\$3.61	12	\$43.32
SIGNAMAX KJ458MT-C6C-WH MT-Series High-Density Category 6 RJ45 Keystone Jack; Flush Mount, 8P8C, White	\$7.60	12	\$91.20

Structured Cabling	Item Price	QTY	Total Price
SIGNAMAX SMK1-1-WH 1-Port, White, Surface Mount Box; Thermoplastic	\$2.60	7	\$18.20
MCM BE-100703WT 3' CAT6 Patch Cord, White	\$3.61	7	\$25.27
SIGNAMAX KJ458MT-C6C-WH MT-Series High-Density Category 6 RJ45 Keystone Jack; Flush Mount, 8P8C, White	\$7.60	7	\$53.20
SIGNAMAX SSKF-1P 1-Gang Phone Faceplate; Stainless Steel	\$4.00	2	\$8.00
SIGNAMAX KJ458MT-C6C-WH MT-Series High-Density Category 6 RJ45 Keystone Jack; Flush Mount, 8P8C, White	\$7.60	2	\$15.20

Total \$8,361.49

Intrusion Alarm	Item Price	QTY	Total Price
Bosch ISC-BDL2-WP12G Dual Tech Motion Sensor, 40'x20'	\$71.15	10	\$711.50
COPS Monitoring Intrusion Monitoring-1YR Intrusion Monitoring and Total Connect 2.0 Subscription, 1yr	\$525.00	1	\$525.00
G.R.I. 199-12-B 1" DPDT Recessed Door Contact, 1" Gap, Brown	\$22.40	12	\$268.80
GENESIS 31041112 22/4 Plenum, Unshielded, White, 1000'	\$223.08	5	\$1,115.40
HONEYWELL 6460S Premium Alpha Display Keypad, Silver/Black	\$188.44	3	\$565.32

Intrusion Alarm	Item Price	QTY	Total Price
HONEYWELL Vista-128BPT Control Panel, 9-128 ZN, (708mA Draw)	\$771.14	1	\$771.14
HONEYWELL 4208SN V-Plex 8 Zone Expansion Module, Zones Identified by Serial Number	\$198.06	2	\$396.12
HONEYWELL LTEM-PIV LTE+IP Communicator for Vista Panels (Verizon Network)	\$288.44	1	\$288.44
POWERSONIC BATT 125 12V, 5AH, SLA Battery, 3.98"H x 3.54"L x 2.76"W	\$24.53	1	\$24.53
HONEYWELL WAVE2EX Horn, Low Power, 60mA = 100db, 110mA = 106db	\$40.36	2	\$80.72
SAFETY TECHNOLOGY INC. STI-EM151804 Metal Protective Cabinet, 15"W X18"H X4"D, BEIGE	\$132.68	1	\$132.68
SAFETY TECHNOLOGY INC. KL544 Key Lock for Steel Cabinets	\$17.29	1	\$17.29
SECO-LARM SS-077Q Hold-Up Switch, Stainless Steel, 2.75"Hx1.25"Wx1.125"D	\$14.43	1	\$14.43

Total \$4,911.37

Name	Total Price
Hardware	\$88,388.27
Labor	\$36,350.00

Total \$124,738.27

PAYMENT TERMS

Notes

This proposal / agreement is confidential and good for 30-days.

Please review, print, sign, scan and return all pages at your convenience.

Scheduling work will require the receipt of a signed agreement and payment of at least 60% of total. If paying with a credit card a 3% processing fee will be applied.

Terms and Conditions

If the estimated charges exceed \$1000.00, customer is required to pay 60% as a non-refundable deposit to cover upfront labor & material costs to prepare for equipment installation.

Work will not be scheduled, nor equipment ordered prior to 60% payment being received.

Should any unforeseen events, conditions or customer requests occur, a job change order will be issued and subsequent charges will apply.

If the work order is cancelled before installation, the customer will pay a restocking fee of 20% of the amount shown for the equipment

Customer assumes responsibility for any and all restrictions set by the building property manager or any other company/entity controlling aesthetics and/or building regulations regarding equipment installation locations on and in building unless expressly written instructions are provided to and agreed upon by Strategy LLC and its partners prior to work project for said restrictions.

Customer agrees to pay costs incurred for any and all revisions (cosmetic or otherwise) imposed by the building property manager or any other company/entity after installation or the customer's personal or aesthetic preferences.

This bid does not include any unforeseen communication or cooperation with your IT services.

Network troubleshooting – While we attempt to identify, and limit complications to the best of our ability it impossible to identify them all. In the event adding the new equipment causes an unforeseen complication, we can attempt to diagnose and solve the complication. This troubleshooting is outside of the scope of the initial agreement and will accrue an additional troubleshooting fee that will be discussed and agreed upon before troubleshooting takes place. Troubleshooting rates will result in standard hourly rate of \$125.00 billed in increments of 30 minutes.

If installation is interrupted due to reasons outside of Strategy LLC and its partners control, Strategy LLC and its partners will invoice the customer for the appropriate percent of labor to reflect the amount of work completed.

Balance payment (to include any additional charges) is due upon receipt of customer invoice. If the invoice remains unpaid for 30 days, the parties agree the unpaid balance shall draw interest at a rate of 15% per annum, payable monthly, until paid in full. There will be no proration of interest payable in any month; any part of the month an outstanding balance is in arrears shall be treated as an entire month in arrears.

A 3% fee will be added if paying by credit card.

Projects

60% Deposit	\$74,842.97
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- Due to cover upfront labor & material costs to prepare for equipment.
- Leftover 40% due upon project completion.

Total Due Upon Signing	\$74,842.97
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BILLING CONTACT

Name	Dan	Merkh
Title/Role		
Company	City of Edgerton	
Department (if necessary)		
Address	404 E Nelson, Edgerton, KS, 66021	
City, State ZIP		
Phone	913-271-9757	
Email	dmerkh@edgertonks.org	

PROJECT ACCEPTANCE

This project can be accepted via affirmative email response or printed, signed, and delivered to Strategy, LLC at the address below.

Client Approval: _____ Date: _____

Client agrees that the liability of Strategy, LLC, to the client for acts and omissions, whether willful or negligent on the part of Strategy, LLC, shall be limited to actual and not consequential nor punitive damages and shall not exceed the greater (1) of the fees paid by the client to Strategy, LLC, or (2) the available proceeds of any insurance coverage. Signing contract assumes acceptance of privacy, terms, and SLA located at <https://strategynewmedia.com/legal/>.

If accepting via email; please sign, scan and email to sales@strategynewmedia.com.
(work will not begin until deposit is received)

Deposits can be paid online at www.strategynewmedia.com/payments.

PAYMENT METHODS

We accept the following payment methods for your convenience:

1. **ACH / EFT:** If you prefer to pay via electronic fund transfer, you can complete the form on our website at <https://strategynewmedia.com/payments/ach/>.
2. **Check:** Please make checks payable to Strategy, LLC and mail to 1121 N. Julia St, Olathe, KS 66061.
3. **Credit / Debit Card:** If you prefer to pay via credit or with debit card, you can complete the form attached below or on our website at <https://strategynewmedia.com/payments/>.

City Council Action Item

Council Meeting Date: February 22, 2024

Department: Public Works

Agenda Item: Consider Budget Adjustment for Glendell Acres Park Renovation Project

Background/Description of Item:

The Glendell Acres Park Renovation Project was first funded as a project for the 2019-2023 Capital Improvement Program. At that time, the project budget was set at \$740,867 and originally scheduled for construction in 2020. The design and construction of the project was postponed due to the COVID pandemic.

The project was not restarted until mid-2021 when City Council approved the agreement with SWT Design for design services. As part of those design services, SWT Design together with City Staff held a robust public engagement (over 140 participants) about what the Edgerton community wanted to see included in the park renovation. Those results were presented to City Council at a work session in September 2021. The takeaways from the public engagement including play for all ages (especially teens like ninja warrior); walking trails as a high priority; skate park was important to keep; addition of a shelter; updated safety and lighting.

At that same work session, SWT presented conceptual designs based on the public engagement. The conceptual design selected for Glendell Acres Park Renovation Project includes a new skate park, concrete paths, park pavilion, inclusive playground equipment and fitness equipment with poured-in-place rubber surface. New park signage, safety lighting, rain gardens, and greenspace are also included in the Glendell Acres Park Renovation Project.

Later in September 2021, staff updated the City Council on the COVID impacts to construction pricing in addition to the market pricing for the type of amenities included in the conceptual design. At that time, City Council discussed allocating \$200,000 in the future additional Park Impact Fee towards the Project Budget to offset the increase costs. Staff has carried that amount as a possible allocation through the CIP programs since 2021.

Since 2021, staff has continued to track the anticipated revenues and expenditures for the Glendell Acres Park Renovation Project. The Project has included some new procedures in an effort to control costs or possible future mark ups. City Council approved early procurement for the playground, fitness elements (ninja warrior) and the shelter. However these were just the materials/equipment. The construction bid still has to include the subcontracted labor costs for installation of these elements. Additionally, City Council approved the design-build contract for the skate park element.

On February 6, 2024 City Staff completed the bid process for construction. The City received bids from three contractors for the construction and installation of Glendell Acres Park, all of which were opened and read aloud publicly. The bids ranged from \$651,200 to \$751,900. .

Below is a summary of the project budget since the project was programmed in 2019. The bids for construction exceed the amount previously budgeted.

<u>Glendell Acres Park Renovation</u>				
	2019 CIP Budget	2021 City Council Update	Actual Bid Amounts	Actual Bids with Proposed Budget Adjustment
REVENUE (AS APPROVED)				
Park Impact Fee	\$ 740,867	\$ 940,867	\$ 940,867	\$ 1,040,867
Unencumbered General Fund				\$ 100,000
TOTAL	\$ 740,867	\$ 940,867	\$ 940,867	\$ 1,140,867
EXPENSE				
Design	\$ 54,878	\$ 54,878	\$ 90,423	\$ 90,423
Construction	\$ 583,820	\$ 783,820	\$ 651,200	\$ 651,200
Playground (Early Procure)			\$ 130,000	\$ 130,000
Skate Park Design/Build			\$ 160,000	\$ 160,000
Fitness (Early Procure)			\$ 27,532	\$ 27,532
Pipeline matting			\$ 12,000	\$ 12,000
Pavilion (Early Procure)			\$ 49,600	\$ 49,600
Construction Inspection	\$ 43,787	\$ 43,787	\$ 10,000	\$ 10,000
City Engineer	\$ 29,191	\$ 29,191	\$ 10,112	\$ 10,112
Contingency	\$ 29,191	\$ 29,191	\$ -	\$ -
TOTAL	\$ 740,867	\$ 940,867	\$ 1,140,867	\$ 1,140,867
UNDER (OVER) BUDGET	\$ -	\$ -	\$ (200,000)	\$ -

Based on the costs listed above, City Council has three options on how to move forward.

- **Fully fund with a budget adjustment.** City Council can approve a budget adjustment to fully fund the project to include the construction as bid. If desired, Staff would recommend increasing the budget to \$1,140,867 by utilizing \$300,000 from Park Impact Fee and \$100,000 from Unencumbered Fund Balance in the General Fund (from original \$740,867 approved).
- **Change the scope of the project.** City Council could consider changing the scope by delaying or removing elements of the project. If desired, Staff would work with SWT to bring back options for consideration at a future council meeting.
- **Rebid the project.** City Council could rebid the project. Staff does not recommend simply rebidding the project exactly the same. Often this causes bids to be higher as bidders can see the previous public results. If the City Council desires to rebid, Staff would recommend some change in scope.

Related Ordinance(s) or Statue(s):

Funding Source: Park Impact Fee

Budget Allocated: \$740,867

Finance Director Approval: ☒ Karen E. Kindle
Karen Kindle, Finance Director

Recommendation:

Enclosed: N/A

Prepared by: Dan Merkh, Public Works Director

City Council Action Item

Council Meeting Date: February 22, 2024

Department: Public Works

Agenda Item: Consider Award of Construction of The Glendell Acres Renovation Project to CM Concrete Inc. at \$651,200 to Include the Full Project Base Bid

Background/Description of Item:

On May 27, 2021 City Council approved the agreement with SWT Design for design services for the renovation of Glendell Acres Park. City Council approved Amendment #1 for a 3rd party company to complete potholing as required by KPC Pipeline and Amendment #2 for gas line and Skatespot coordination as well as electrical service to the pavilion.

On April 13, 2023 City Council authorized the early procurement of playground equipment and fitness equipment for the park. The items selected were within the allotted budget.

On June 8, 2023 City Council approved the design-build contract with American Ramp Company (ARC) for the Skatespot.

On July 27, 2023 City Staff presented a project and budget update to City Council.

On September 14, 2023 City Council approved the concurrence to bid for the Glendell Acres Park Renovation project.

The Glendell Acres Park Renovation Project includes a new skate park, concrete paths, park pavilion, inclusive playground equipment and fitness equipment with poured-in-place rubber surface. New park signage, safety lighting, rain gardens, and greenspace are also included in the Glendell Acres Park Renovation Project.

On Tuesday, February 6, 2024, the City held a public bid opening and received three bids. The bids received ranged in cost of \$651,200 to \$751,901. The architect's estimate was \$523,833.25. A copy of the bid tabulations is attached.

The Glendell Acres construction portion of the project has some unique elements. Edgerton City Council previously authorized the purchase of both the playground and fitness equipment elements through the early procurement process. The construction dollars allocated in the bid tabs for playground and fitness scape are to install these pieces of equipment. This work must be performed by a certified installer. All three contractors would have used a subcontractor for

this work. Additionally, the City Council previously approved the purchase of the park shelter through early procurement as well. This construction line item in the bid tabs for Park Shelter is also for installation by subcontractor.

As is customary following the bid opening, the design team reviewed bid information provided by each contractor. The design team also reviewed additional information provided by CM Concrete, Inc. with staff related to: (1) Contractor and Subcontractor Qualifications; and (2) similar Project Experience, in both type and scope of work completed by CM Concrete, Inc. and the amount of work anticipated to be self-performed. This information was critical to gain a better understanding of the apparent low bidder as the design team was not as familiar with the company.

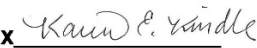
Following that review, the Architect, together with staff, recommends CM Concrete, Inc. as the lowest responsive, responsible, and most qualified bidder for the project. A written recommendation from the Architect will be presented during the City Council meeting. The Architect recommends rejecting the low bid from the architect, due to market pricing.

The Glendell Acres Renovation total project budget is \$740,867. Staff will be presenting project budget adjustment at this council meeting to revise the project budget to \$1,140,867. If City Council approves the budget adjustment the construction budget for the project will be \$651,200. The contract with CM Concrete, Inc. would be within the revised budgeted amount. If the project budget adjustment is not approved, staff will work with City Council to identify alternate options to move the project forward.

Related Ordinance(s) or Statue(s):

Funding Source: Park Impact Fee, General Fund

Budget Allocated: Current Project Budget: \$740,867
Proposed Project Budget Adjustment: \$1,140,867

x 

Finance Director Approval: Karen Kindle, Finance Director

<p>Recommendation: Approve Award of Construction of The Glendell Acres Renovation Project to CM Concrete Inc. for \$651,200 to Include the Full Project Base Bid</p>

Enclosed: Bid Tabulations

Prepared by: Holly Robertson, PE, CIP Project Manager



SWT Design

1925 Central Street
Kansas City, MO 64108
www.swtdesign.com
Tel: 816.221.0825

Bid Tabulation Summary

Project Name/No.	Glendell Acres Park Improvement 21174.01	Date Prepared:	2/7/2024
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Item	Description	CM Concrete	Primetime Construction	MegaKC	
1	Mobilization	\$87,000	\$70,500.00	\$111,500.00	
2	Construction Access	\$15,000	\$10,000.00	\$13,700.00	
3	Demo	\$33,000.00	\$16,000.00	\$13,700.00	
4	Earthwork	\$37,400.00	\$80,000.00	\$55,000.00	
5	Electrical	\$37,000.00	\$35,000.00	\$55,000.00	
6	Utilities	\$6,500.00	\$10,000.00	\$25,000.00	
7	Pavement	\$97,500.00	\$130,000.00	\$75,000.00	
8	Site Furnishings	\$24,700.00	\$45,000.00	\$76,000.00	
9	Water Fountains	\$6,400.00	\$15,000.00	\$9,000.00	
10	Soil Preparation	\$27,400.00	\$7,000.00	\$16,000.00	
11	Landscape	\$41,000.00	\$50,000.00	\$60,000.00	
12	Playground	\$126,500.00	\$140,000.00	\$145,000.00	
13	Park Shelter	\$21,000.00	\$25,000.00	\$26,500.00	
14	Fitness Scape	\$42,000.00	\$44,000.00	\$49,000.00	
15	Park Signage	\$17,800.00	\$20,000.00	\$13,500.00	
16	Skate Spot Coordination	\$5,000.00	\$500.00	\$1.00	
17	Bonding and Administration	\$25,000.00	\$15,000.00	\$8,000.00	
Total Base Bid		\$650,200	\$713,000.00	\$751,901.00	

Unit Prices

Item	Description	Unit	CM Concrete	Primetime Construction	MegaKC
1	Concrete Pavement	SF	\$12.00	\$15.00	\$9.50
2	Safety Surfacing	SF	\$20.00	\$50.00	\$22.00
3	Concrete Header	LF	\$60.00	\$75.00	\$55.00
4	Cubic Yard of Imported Fill	CY	\$40.00	\$35.00	\$45.00
5	Electrical Conduit	LF	\$20.00	\$100.00	\$20.00
6	Soil Preparation	SY	\$2.00	\$1.00	\$275.00
7	Trees	EA	\$600.00	\$1,250.00	\$715.00
8	Planting Bed	SF	\$1.00	\$10.00	\$11.00
9	Construction Over Gas Line	SY	\$2.00	\$60.00	\$35.00

City Council Action Item

Council Meeting Date: February 22, 2024

Department: Administration

Agenda Item: Senior Property Tax Rebate Program Eligibility Requirements and Details

Background/Description of Item:

In July 2023, City Council reviewed the 2024 budget with several optional programs and initiatives to consider, including a senior property tax rebate program. Several cities in Johnson County have property tax rebate programs for certain populations of their citizens. City Council decided to focus the Edgerton program on seniors, who often lived on fixed-income and are one of the cities most vulnerable population. Generally, a property tax rebate program is designed to alleviate some of the burden of home ownership for seniors due to rising property values. The budget for the Edgerton Senior Property Tax Program was approved on September 14, 2023 as part of the 2024 Annual Budget.

Following that approval, staff is bringing forward the details of the program for implementation.

Based on previous discussions by City Council, staff recommends the following **eligibility requirements**:

- Age 65+ with valid proof or ID
- Only applies to owner-occupied homes
- Current on property taxes and any special assessments

Annually, the maximum rebate would be based on the average appraised value of a home in Edgerton. In 2023, the Johnson County Appraiser's Office found the average appraised value of a home in the City of Edgerton was \$209,672. The City of Edgerton's portion of property taxes would amount to \$715.51. A senior with a home valued at or above the average appraised value would have their rebate capped at \$715.51. Seniors with homes appraised at less than \$209,672 would receive 100% of their Edgerton property tax back. The value will change annually based on the County's average appraisal.

Moving forward, staff recommends the property tax rebate program would open annually on January 20th and run through September 30th or until funds are depleted. Qualifying seniors would be required to show proof of property taxes paid in full at the time of application. Applications will be processed in order received.

For 2024, staff recommends opening the program on April 1st to allow time for internal procedures to be created to process the applications.

According to the Mid-America Regional Council, 14.5% of Johnson County residents are age 65 and older (per the 2020 U.S. Census). The City of Edgerton has 632 households, which would predict approximately 91 senior households. The 2024 Annual Budget includes \$65,000 for this program.

Related Ordinance(s) or Statue(s):

Funding Source: General Fund – Economic Development – Senior Property Tax Rebate Program

Budget Allocated: \$65,000

Finance Director Approval: x 
Karen Kindle, Finance Director

Recommendation: Approve Senior Property Tax Rebate Program Eligibility Requirements and Details
--

Enclosed: N/A

Prepared by: Kara Banks, Assistant to the City Administrator

City Council Action Item

Council Meeting Date: February 22, 2024

Department: Public Works

Agenda Item: Consider Program to Encourage Residents to Complete the Lead Service Line Inventory Survey

Background/Description of Item:

On February 09, 2023 the Edgerton City Council conducted a work session discussing the Lead and Copper Revision Rule. In this work session, staff reviewed the new unfunded federal mandates from the Environmental Protection Agency (EPA) that includes requirements for the City that will be administered by the Kansas Department of Health and Environment (KDHE).

On March 9, 2023 City Council approved a contract with NEER to provide professional services related to the EPA's Lead and Copper Rule Revision (LCRR) including a Lead Service Line Inventory (LSLI) due October 16, 2024.

City Staff has been working on providing records of as-built materials to NEER who is then incorporated that data into the inventory and used for predictive modeling. In order to verify records, a survey of service lines within the homes and buildings will provide additional detail. NEER has created a draft survey, based on available EPA guidance, that was presented to Council on February 8th, 2024. As shown, the survey is interactive since it requires identifying and documenting with a picture the materials of the service line that connects to the residence and interior plumbing, if known.

Each survey that is completed by a resident directly lower the level of resource (either financial, time or both) that would be otherwise required to gather the data. It is for that reason, staff recommends implementing a program to incentivize residents to respond timely to the survey.

City Staff anticipates publishing the survey on March 1st, 2024 and keeping the survey open for 3 months. With the deadline for collecting the data set for October 2024, the sooner residents complete the survey the better. With that in mind, City Staff recommends providing a **\$10 reduction to May 2024 water bills for all residents who complete the survey by March 31st, 2024 at 11:59pm.**

There are currently 711 meters within the City of Edgerton, based on response goals of the Citizen Survey (200 responses) and typical responses from NEER's experience (10% = 71 responses), City Staff would estimate that we would have 50% or less responses within the first month. This would equal 356 responses, with \$3,560 issued in credit to water bills. If the

City received 100% responses within the first month, the maximum amount issued in credit would be \$7,110.

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

Funding Source: ARPA Grant

Budget Allocated: \$84,255

x Karen E. Kindle

Finance Director Approval: Karen Kindle, Finance Director

<p>Recommendation: Approve Program to Encourage Residents to Complete the Lead Service Line Inventory Survey for a Maximum Cost of \$7,110.</p>
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Enclosed: NA

Prepared by: Holly Robertson, PE, CIP Project Manager

City Council Action Item

Council Meeting Date: February 22, 2024

Department: Public Works

Agenda Item: Consider Agreement to Participate as Part of a 7-Party Agreement for the Southwest Metro Area Transportation Connection Plan

Background/Description of Item:

In the fall of 2023, Staff participated in a series of meetings with several other cities and counties to discuss the transportation connectivity between development in the western/southwestern areas of Johnson County and the existing transportation network. The primary development driving those meetings was the Panasonic development in DeSoto. The overall size of the development in DeSoto will likely impact several neighboring jurisdictions including nearby cities and unincorporated counties.

From those meetings came the desire for impacted jurisdictions to cooperatively participate in a discussion of the regional transportation network. The Agreement provides for the preparation of an area plan which can be used as a framework for potential transportation system enhancements and identify the infrastructure recommended to restore and/or upgrade the regional network. A complete scope and list of deliverables is included in your packet.

The Study Area includes approximately one hundred eighty-five (185) square mile area generally bounded by I-435, Lone Elm Road, I-35, 215th Street, and 2200 Road. A Study Area map is included as Attachment A.

The agreement is made up of a Core Team and a Technical Committee. The Core Team consists of the City of DeSoto, Johnson County and Kansas Department of Transportation. The Technical Committee consists of Edgerton, Gardner, Olathe and Douglas County. Other parties that have participated in the meetings leading up to the Agreement include Mid-America Regional Council, Douglas County MPO and Johnson County Parks and Recreation District.

The proposed agreement would total \$250,000. Edgerton's portion as a member of the Technical Committee would be \$15,625, which is just over 6% of the total. This percentage of participation is the same for all members of the Technical Committee. The Core Team members are responsible for 25% each.

The City's participation in this planning process was included as an unfunded project in the 2024-2028 CIP approved by Council on November 9, 2023. At the time, Staff indicated they would bring back more information regarding the Agreement as it was finalized. Staff recommends funding the project from unencumbered fund balance in the General Fund.

City Attorney is currently reviewing the agreement. Staff recommends approval of the agreement pending final City Attorney approval. With this being a 7-party agreement, should any of the entities not approve, the agreement would need to be revised and reintroduced for approval.

The Agreement has already been approved by the cities of DeSoto, Gardner and Olathe.

Related Ordinance(s) or Statue(s):

Funding Source: General Fund – Unencumbered Fund Balance

Budget Allocated: \$15,625

Finance Director Approval: x 
Karen Kindle, Finance Director

Recommendation: Approve Agreement to Participate as Part of a 7-Party Agreement for the Southwest Metro Area Transportation Connection Plan and Allocate \$15,625 Funding from the General Fund Unencumbered Fund Balance

Enclosed: Draft 7-Party Agreement

Prepared by: Dan Merkh, Public Works Director

PROJECT NO. KA-7291-01

AGREEMENT

This Agreement is between the **Secretary of Transportation** (the “Secretary”), Kansas Department of Transportation (KDOT), **Johnson County, Kansas, Douglas County, Kansas,** and the cities of **De Soto, Olathe, Edgerton, and Gardner, Kansas,** collectively, the “Parties.”

RECITALS:

A. The Parties desire to cooperatively participate and facilitate the preparation of an area plan (“Study”), which will in part serve as a framework for potential transportation system enhancements and identify the infrastructure necessary to accommodate such enhancements for each Party.

B. The parties are empowered by K.S.A. 12-2901 *et seq.* to enter into agreements for such a Study. The Parties have determined the Study will benefit the public.

ARTICLE I: DEFINITIONS

The following terms when used in this Agreement shall mean as follows:

1. **“Agreement”** means this written document, including all attachments and exhibits, evidencing the legally binding terms and conditions of the agreement between the Parties.
2. **“Consultant”** means any engineering firm or other entity retained to perform consulting or design services for the Study.
3. **“De Soto”** means the City of De Soto, Kansas, with its principal place of business located at P.O. Box C, 32905 W 84th Street, De Soto, KS 66081.
4. **“Douglas County”** means Douglas County, Kansas, with its principal place of business located at 1100 Massachusetts Street, Lawrence, KS 66044.
5. **“Edgerton”** means the City of Edgerton, Kansas, with its principal place of business located at 404 E Nelson St., Edgerton, KS 66021.
6. **“Effective Date”** means the date this Agreement is signed by the Secretary or the Secretary’s designee.
7. **“Gardner”** means the City of Gardner, Kansas, with its principal place of business located at 120 E Main, Gardner, KS 66030.
8. **“Johnson County”** means Johnson County, Kansas, with its principal place of business located at 111 S Cherry Street, Olathe, KS 66061.

9. **“KDOT”** means the Kansas Department of Transportation, an agency of the State of Kansas, with its principal place of business located at 700 SW Harrison Street, Topeka, KS, 66603-3745.
10. **“Olathe”** means the City of Olathe, Kansas, with its principal place of business located at 111 E Santa Fe Street, Olathe, KS 66061.
11. **“Secretary”** means the Secretary of Transportation of the State of Kansas, and the Secretary’s successors and assigns, and the Secretary’s duly authorized representative.
12. **“Study”** means all phases and aspects of the assessment of the current and future land use and transportation demands within the Study Area, and includes, but is not limited to, the following objectives:
- a. Review/recommend local road connections between Astra Enterprise Park and Study Area;
 - b. Review/recommend local road connections in the Study Area to connect with the Parties;
 - c. Recommend any additional transportation system improvements that may be needed in the Study Area, along with a project phasing plan, for each Party;
 - d. Designate a Major north/south corridor: K10 to 159th and Edgerton; and
 - e. Produce a final report, which will include a section for each member of this Agreement that enumerates the recommendations for modifications to the transportation plans of the participating entities in this study that supports the current and potential future land uses and traffic.

Additional details about the Study can be found in the Study Scope (Attachment A), which is attached to and incorporated into this Agreement by this reference.

13. **“Study Area”** means the approximately one hundred eighty-five (185) square mile area generally bounded by I-435, Lone Elm Road, I-35, 215th Street, and 2200 Road, hereinafter the “Study Area.” I-35 and US 56 Highway are within the Study Area. A Study Area map is included in the Study Scope (Attachment A), which is attached to and incorporated into this by this reference.

ARTICLE II: FUNDING

1. **Funding**. The table below reflects the funding commitments of each Party. The Parties agree estimated costs and contributions are to be used for encumbrance purposes and may be subject to change.

Party	Responsibility
Secretary	\$62,500.00 (25% of Consultant Contract)
Johnson County	\$62,500.00 (25% of Consultant Contract)
Douglas County	\$15,625.00 (6.25% of Consultant Contract)
De Soto	\$62,500.00 (25% of Consultant Contract)

Edgerton	\$15,625.00 (6.25% of Consultant Contract)
Gardner	\$15,625.00 (6.25% of Consultant Contract)
Olathe	\$15,625.00 (6.25% of Consultant Contract)

2. **Reimbursement Payments.** Notwithstanding specific payment provisions, the Parties agree to make partial payments to Johnson County for amounts not less than \$1,000.00 and no more frequently than monthly. Such payments will be made within thirty (30) days after receipt of proper billing from Johnson County.

3. **Responsibility for Costs Incurred Prior to Execution of Consultant Contract.** Each Party will be individually responsible for one hundred percent (100%) of any costs related to the Study incurred by the Party prior to the execution of the Consultant Contract by Johnson County.

ARTICLE III: CORE TEAM'S RESPONSIBILITIES

1. **Composition.** KDOT, Johnson County, and De Soto shall each designate and authorize a minimum of one representative to be responsible for collectively and cooperatively managing the Study. Said representatives shall be collectively known as the "Core Team."

2. **Consultant Selection.** The Core Team shall be responsible for selecting a qualified and responsible Consultant to perform the Study.

3. **Consultation with Technical Committee.** The Core Team shall consult with Technical Committee on a regular basis as described in the Study Scope and incorporate input as determined appropriate by the Core Team. The Core Team will consult with and receive input from Olathe, Edgerton, Gardner, and Douglas County, hereinafter referred to as the Technical Review Committee, to provide guidance and direction for the Study. The Core Team will incorporate the Technical Review Committee's input as determined appropriate by the Core Team.

4. **Final Study Documentation.** The Core Team shall furnish each Party one (1) paper copy and one (1) electronic copy of the final Study.

5. **Undertaking of Study.** The Study shall be undertaken for and on behalf of the Parties by the Core Team acting as their representative.

ARTICLE II: JOHNSON COUNTY'S RESPONSIBILITIES

1. **Consultant Contracting.** Johnson County shall contract, on behalf of the Parties, to make or secure the making of the Study, and administer the payments due the Consultant pursuant to the Consultant Contract, including any portion of cost borne by the remaining Parties pursuant to this Agreement.

2. **Administration of Consultant Contract.** Johnson County shall administer the Consultant Contract in cooperation with KDOT and De Soto as part of the Core Team.

3. **Billing.** After receipt of the final voucher claim, Johnson County, in a timely manner, shall prepare a complete and final billing of all costs incurred pursuant to the Consultant Contract, for which the remaining Parties are responsible, and shall then transmit the complete and final billing to the remaining Parties.

4. **Payment for Consultant Work.** Johnson County reserves the right not to make payment for work performed pursuant to the Consultant Contract that is not in substantial compliance with the agreed upon scope and it not performed in accordance with generally recognized professional standards and based on sound engineering and planning judgment.

ARTICLE III: TECHNICAL COMMITTEE'S RESPONSIBILITIES

1. **Composition.** Olathe, Edgerton, Gardner, and Douglas County shall each designate and authorize a minimum of one representative to be responsible for collectively and cooperatively consulting with the Core Team. Said representatives shall be collectively known as the "Technical Committee."

2. **Consultation with Core Team.** The Technical Committee shall consult with and provide guidance, direction, and input to the Core Team on a regular basis as described in the Study Scope.

ARTICLE IV: GENERAL PROVISIONS

1. **Adequacy of Study.** The Parties and the Consultant shall be jointly and severally responsible for the adequacy and accuracy of the Study.

2. **Amendment.** Any amendment to this Agreement shall be in writing and signed by the Parties.

3. **Binding Agreement.** This Agreement and all contracts entered into under the provisions of this Agreement shall be binding upon the Parties and their successors in office.

4. **Civil Rights Act.** The "Special Attachment No. 1, Rev. 09.20.17" pertaining to the implementation of the Civil Rights Act of 1964, is attached and made a part of this Agreement.

5. **Compliance with Federal and State Laws.** The Parties shall comply with all applicable state and federal laws and regulations. Johnson County represents and warrants that any Contractor and/or Consultant performing any services for the Study shall also comply with all applicable state and federal laws and regulations.

6. **Contractual Provisions.** The provisions found in the current version of the "Contractual Provisions Attachment (Form DA-146a)," which is attached, are hereby incorporated into, and made a part of this Agreement.

7. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same agreement.

8. **Debarment of State Contractors.** Any Contractor who defaults on delivery or does not perform in a satisfactory manner as defined in this Agreement may be barred for up to a period of three (3) years, pursuant to K.S.A. § 75-37,103, or have its work evaluated for pre-qualification purposes. Contractors retained by Johnson County for the Study shall disclose any conviction or judgment for a criminal or civil offense of any employee, individual or entity which controls a company or organization or will perform work under this Agreement that indicates a lack of business integrity or business honesty. This includes (1) conviction of a criminal offense for obtaining or attempting to obtain a public or private contract or subcontract or in the performance of such contract or subcontract; (2) conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, or receiving stolen property; (3) conviction under state or federal antitrust statutes; and (4) any other offense to be so serious and compelling as to affect responsibility as a state contractor. An individual or entity shall be presumed to have control of a company or organization if the individual or entity directly or indirectly, or acting in concert with one or more individuals or entities, owns or controls 25 % or more of its equity, or otherwise controls its management or policies. Failure to disclose an offense may result in a breach of this Agreement for cause.
9. **Entire Agreement.** This Agreement, with all attached exhibits, expresses the entire agreement between the Parties with respect to the Project. No representations, promises, or warranties have been made by the Parties that are not fully expressed or incorporated by reference in this Agreement.
10. **Headings.** All headings in this Agreement have been included for convenience of reference only and are not to be deemed to control or affect the meaning or construction or the provisions herein.
11. **Independent Contractor Relationship.** The relationship of the Parties shall be that of an independent contractor, and nothing in this Agreement shall be construed to create a partnership, joint venture, or employee-employer relationship among the Parties. This provision shall survive the expiration or termination of this Agreement.
12. **Industry Standards.** Where not otherwise provided in this Agreement, materials or work called for in this Agreement shall be furnished and performed in accordance with best established practice and standards recognized by the contracted industry and comply with all applicable federal, state, and local laws and rules and regulations promulgated thereunder.
13. **No Third-Party Beneficiaries.** No third-party beneficiaries are intended to be created by this Agreement and nothing in this Agreement authorizes third parties to maintain a suit for damages pursuant to the terms or provisions of this Agreement.
14. **Nondiscrimination and Workplace Safety.** The Parties shall comply with all federal, state, and local laws, and rules and regulations prohibiting discrimination in employment and controlling workplace safety. Any violations of applicable laws, rules, or regulations may result in termination of this Agreement.

15. **Restriction on State Lobbying.** Funds provided by the Secretary under this Agreement shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this Agreement shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.
16. **Severability.** If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this Agreement shall not be affected, and each provision of this Agreement shall be enforced to the fullest extent permitted by law.
17. **Technical Advice and Assistance; Limitations.** Technical advice, assistance, or both, provided by the Secretary under this Agreement shall not be construed as an undertaking by the Secretary of the duties of any other Party or any other individual or entity, or the duties of any Consultant, Contractor, licensed professional engineer, or inspector hired by Johnson County.
18. **Termination.** If, in the judgment of the Secretary, sufficient funds are not appropriated to continue the function performed in this Agreement and for the payment of the charges hereunder, the Secretary may terminate this Agreement at the end of its current fiscal year. The Secretary will participate in all costs approved by the Secretary incurred prior to the termination of the Agreement.
19. **Waiver.** A Party's failure to exercise or delay in exercising any right, power, or privilege under this Agreement shall not operate as a waiver. Further, no single or partial exercise of any right, power, or privilege shall preclude any other or further exercise thereof.
20. **Meeting Attendance.** The Parties shall attend meetings organized by the Core Team to discuss the progress of the Study and the quality of the materials being prepared.
21. **Signatory Authority.** Each of the persons executing this Agreement on behalf of the respective Parties represents and warrants they have the authority to bind the party on behalf of whom they sign this Agreement for, and all acts requisite to the authorization to enter into this Agreement have been taken and completed.
22. **Responsibility for Acts and Omissions.** Each Party shall be responsible for its own acts and omissions that may give rise to a claim for damages, however, no Party shall be required to defend, indemnify, hold harmless, and save any other Party for the other Party's negligent acts or omissions.

The signature pages immediately follow this paragraph.

IN WITNESS WHEREOF the Parties hereto have caused this Agreement to be signed by their duly authorized officers on the day and year first above written.

**KANSAS DEPARTMENT OF TRANSPORTATION
SECRETARY OF TRANSPORTATION
ATTEST:**

Greg M. Schieber, P.E. (Date)
Deputy Secretary and
State Transportation Engineer

THE CITY OF DE SOTO, KANSAS
ATTEST:

Rick Walker, MAYOR

(SEAL)

JOHNSON COUNTY, KANSAS

ATTEST:

Mike Kelly, COMMISSION CHAIR

(SEAL)

THE CITY OF OLATHE, KANSAS
ATTEST:

John Bacon, MAYOR

(SEAL)

THE CITY OF EDGERTON, KANSAS
ATTEST:

Donald Roberts, MAYOR

(SEAL)

THE CITY OF GARDNER, KANSAS
ATTEST:

Jim Pruetting, CITY ADMINISTRATOR

(SEAL)

DOUGLAS COUNTY, KANSAS

ATTEST:

Patrick Kelly, COMMISSION CHAIR

(SEAL)

SCOPE OF SERVICES

Johnson County Transportation Connection Plan – Southwest Metro Area

January 11, 2024

A. PROJECT DESCRIPTION

The Sunflower Army Ammunition Plant (SAAP) was opened in the northwest area of Johnson County in 1941 on 10,747 acres. The SAAP is being reclaimed and repurposed as an industrial and commercial development area named the Astra Enterprise Park (AEP) and has been annexed by the city of De Soto. The northwest area of Johnson County, and the surrounding area in general, will experience major developments as the new AEP develops. Significant road infrastructure improvements will be needed.

When the SAAP was opened in 1941, the arterial roads in this area of the County were generally truncated at the plant boundary. Additionally, significant topographical and floodplain issues exist in the study area (Figure 1) that have contributed to the disjointed pattern of arterial roads in the area. As such, the major focus of the study will be an assessment of the transportation needs for the study area, recommending the reconnection of the necessary arterial links and the assessment for and planning of new State routes providing connectivity amongst the various State systems in the area.

The AEP will soon be home to the 5 million square foot Panasonic battery production facility with an estimated employment of 4000. The plant is scheduled to be opened in July 2025 and there is potential for a second facility. Also, millions of square feet of additional development in and adjacent to the AEP including distribution centers, warehouses, and other industrial/commercial oriented development is likely. In the surrounding area there is potential for annexation and urban residential/commercial development that will serve this emerging employment center.

Key components of the study are:

- 1) A comprehensive review of the transportation and future land use plans for the Astra Enterprise Park and the City of De Soto
- 2) A review of the transportation and land use plans of the adjacent cities and counties including projections of potential annexations and land uses. This would include the cities of De Soto, Edgerton, Gardner, Olathe, Eudora and the counties of Johnson and Douglas.
- 3) Based on items 1) and 2), review Kansas City Outer Loop Toll Feasibility study's land use projections and update as appropriate.
- 4) Based on the information obtained from 1), 2), and 3) identify and analyze the road infrastructure needed to support the current and future industrial, commercial, and residential land uses/developments in the Primary and Secondary Study Areas. It is noted that significant areas of existing and future Johnson County parks will be developed in the study area. As such, coordination with the Johnson County Parks and Recreation District will be required.

Local System Evaluation:

- a. Review Johnson County's Comprehensive Arterial Roadway Network Plan (CARNP) and Douglas County's transportation plans and make recommendations for modifications to the local road system for connectivity to the area and AEP (Primary Study Area). Review the CARNP type designations and recommend any modifications for the local road system.
- b. State System Evaluation: KDOT is currently reviewing the area as part of the Discovery Phase for the K-10 expansion project. This study effort will coordinate, review, and incorporate the K-10 Discovery Phase

- and the 2021 Outer Loop Toll Feasibility Study with its analyses and recommendations as appropriate (along with other relevant KDOT corridor studies and/or investigations).
- c. Make recommendations for other entities' transportation plans as appropriate to connect the surrounding jurisdictions (Secondary Study Area) to the Primary Study Area.
 - d. Review opportunities for multimodal uses and make recommendations for infrastructure improvements to allow for future multimodal opportunities.
- 5) Complete the needed desktop determination of environmental constraints to the point to ensure viability of any new routes and recommend further environmental studies needed for the adoption of any new routes. Any additional environmental work required will be undertaken and completed by the responsible entity when appropriate.

More detailed description of each of these key study components is provided in Section C.

B. CORE TEAM and TECHNICAL COMMITTEE:

- A **Core Team** comprised of members from the City of De Soto, Johnson County and the Kansas Department of Transportation (KDOT) will provide the guidance and direction throughout the study. They will also be responsible for providing input to the Consultant Team and conducting reviews of the study deliverables.
- A **Technical Committee** comprised of members from the cities of De Soto, Edgerton, Gardner, Olathe, Eudora, Douglas County, MARC, Douglas County MPO, AEP and Johnson County Parks and Recreation District will be given updates by the Consultant Team at key milestone updates. The Core Team will take the input from the Technical Committee to help guide the study process as appropriate.

The Core team and/or the Technical Committee shall provide:

- 1) Provide as built or design plans of the existing and adjacent roadways (if available).
- 2) Any drainage studies completed in the area.
- 3) Electronic files of current aerial photographs (if available).
- 4) Existing cadastral maps, plat maps, electronic right-of-way files of the project area (if available).
- 5) Provide location for and advertise for public meetings.
- 6) Names of known utilities, addresses and permits listing use and occupancy permit data along the project.
- 7) Traffic count information.
- 8) Previous studies conducted in the study area and surrounding region. The following studies shall be provided along with any other studies determined to have relevance to this project:
 - a) 5-County Regional Transportation Study (KDOT)
 - b) I-35 Moving Forward Study (KDOT)
 - c) Johnson County Gateway: I-435/I-35/K-10 Interchange Study (KDOT)
 - d) I-35 Southwestern Johnson County Interchange Project (KDOT)
 - e) US 56 Corridor Management Plan (KDOT)
 - f) City of De Soto Comprehensive and Transportation Plans
 - g) City of Eudora Comprehensive Plan
 - h) Lawrence – Douglas County Transportation 2050
 - i) Transportation Master Plan – City of Gardner
 - j) City of Edgerton Comprehensive Plan
 - k) Olathe Transportation Master Plan
 - l) Johnson County Comprehensive Arterial Road Network Plan (Johnson County)
 - m) Johnson County Comprehensive Plan (Johnson County)
 - n) Johnson County Northwest Corridors Plan (Johnson County)
 - o) Quiet Zone Study and Design (Edgerton)
 - p) Gardner Parks and Recreation Park System Master Plan (Gardner)
 - q) JCPRD Planned Land receipt map (from Sunflower Redevelopment Group)

- r) Johnson County Parks and Recreation - Trails Plan
- s) Natural Resource Assessment for Johnson County Park and Recreation District - JCPRD
- t) Gardner Comprehensive Plan
- u) Gardner Municipal Airport Plan
- v) Gardner Water Master Plan
- w) Gardner Wastewater Master Plan
- x) Gardner Design Standards
- y) Connect KC 2050 (MARC)
- z) Regional Bikeway Plan (MARC)
- aa) Functional Classification System (MARC)
- bb) MetroGreen (MARC)
- cc) Northwest Corridor Study

Study Areas shown in Figure 1

- **Primary Study Area** – focused on truncated lines at Astra Enterprise Park
- **Secondary Study Area** – focused on updates to CARNP

This scope of services will provide recommendations only and each core team member will update their own individual plans (i.e. CARNP) separately.

This scope of services will produce a technical report working with a Core Team and Technical Advisory Committee and will not have any public outreach.

C. SCOPE OF SERVICES:

1. Land Use. MARC's 2050 Land Use was used for the Kansas City Outer Loop Toll Feasibility Study (2020). A Community Based Land Use scenario was developed for the K-10 Improvements Study (2023) and the Study Team will, review, update, and develop a **Most Probable Land Use** scenario for the study area. The Most Probable Land Use Scenario is the only land use scenario that will be developed and tested. The land use scenario will be forecast to 2060 similar to the K-10 Capacity Improvement Project.
 - 1.1. Existing Infrastructure and Land Use Inventory. Using KDOT's K-10 Discovery Phase as a starting point, complete an inventory of existing infrastructure (utilities, sanitary sewer, roads, etc....) and of existing land uses within the study area, utilizing aerial photography, GIS information, other available information such as assessor's files, information compiled by or available to MARC and municipalities, discussions with utilities, and field work to fill gaps. Tabulate and map land use inventory. Assess the area for potential and ability to develop.
 - 1.2. Most Probable Land Use Scenario Determination. Develop a most probable land use scenario for the study area based on the following information.
 - 1.2.1. Review the AEP and develop a most probable 2060 land use scenario. Complete discussions with current and potential developers and owners of industrial, warehousing/distribution, residential, industrial, and commercial properties within the AEP.
 - 1.2.2. Review and discuss with the cities and counties of the study area their future annexation, land use, and development plans.
 - 1.2.3. Recommend based on the land use plans of the area a most probable land use scenario that can be used for traffic projections and traffic modeling. For areas of annexation overlap/underlap use best

practices, such as water shed boundaries or sanitary sewer districts, to determine likely annexation boundaries and an urban build out scenario.

1.2.4. Review the most probable land use scenario with the Core Team and incorporate comments.

1.3. Traffic Forecasting. The updated KDOT 5-County Study regional travel model developed for the K-10 Capacity Improvement Project will be used as a basis for traffic forecasting for the study. The model will be refined to provide better focus on the study area. The refined model will be used to forecast travel demands associated with the most probable land use scenario and to determine transportation system needs to accommodate projected demand. Coordination with MARC will occur to convey the conclusions that result from this study and desire that proposed improvements be considered as potential amendments to the 2050 Long-Range Transportation Plan.

1.3.1. The traffic model will be reviewed to determine what refinements are needed to provide the necessary focus on the study area. Potential refinements are expected to include disaggregation of traffic analysis zones, additional roadway network detail, and modifications to zone connectors. 5-County model base year validation will focus on the area. Transit will not be included in the travel demand model analysis. Transit is only considered in the Typical Section work in Section 2.3.

1.3.2. Use Replica software to identify high level traffic volumes on study area links. Use existing available counts to compare actual counts to Replica counts to develop a model adjustment factor. This adjustment factor would be applied to Replica counts to develop a 2060 forecast.

1.3.3. Once a most probable land use scenario is identified, the model will be used to evaluate transportation system improvement needs and to test different roadway improvement alternatives. All analysis will be conducted with the 2060 analysis year using the most probably land use scenario. Daily traffic assignments and volume to capacity ratios will be extracted in PDF format from the 5-County model for subsequent analysis. A new outer loop that follows the proposed K-10 Capacity Improvement outer loop between I-70 and I-35 will be included in the analysis.

2. Local Major Road Planning. This task will identify and recommend the additional transportation system improvements that are needed in the study area including the reestablishment of arterials and new arterial corridors. Also, KDOT has studied an "outer loop" that, in part, connects I-70 to I-35 and is generally located in western Johnson County and runs adjacent to or through the AEP. This study will assess and provide recommendations that consider this outer loop corridor.

2.1. Update CARNP. Develop recommendations for the Johnson County Arterial Roadway Network Plan (CARNP) within the limits of the study area. The Astra Enterprise Park will need to have access served by the CARNP planned corridors. Review the cities within the study area and their connections to CARNP to provide access to the study area and the AEP. The roadway network modifications recommended within the study area by this study will be recommended for integration with the CARNP (and other plans as appropriate).

The CARNP identified a future/to be determined north/south major corridor with strict access management, including future grade separations, in the northwest area of the county. This future corridor showed termini with K-10 at the north end and 159th Street and Edgerton Road as the southern terminus; with the CARNP showing a further extension of the corridor along Edgerton Road to 215th Street.

- Recommend a north/south parkway per CARNP and any additional access management strategies.

- Recommend arterial road modifications to the CARNP that provide adequate connections to AEP and surrounding areas.
 - Recommend designations, per CARNP, that provide the needed connectivity.
 - Review of the County's Kill Creek route (connecting K-10 to 151st Street) and its feasibility considering the De Soto annexations and the route's connection to K-10.
 - Review the County's 111th Street Parkway designation through the AEP and its feasibility/compatibility with the AEP and the surrounding area. The review of the 111th Street route will be done in conjunction with item 2.2.
 - Review multimodal options and recommend infrastructure improvements that would be incorporated in the road recommendations and their typical sections as they related to the typical sections in Section 2.3.
- 2.2. Review Local Transportation Plans. Transportation plans for the adjacent cities will be reviewed to identify modifications necessary to correspond with the recommendations from this land use and transportation plan. Specifically, recommend the reestablishment of existing connections or the designation of new connections with the cities and counties or any other jurisdictions' transportation plans that the recommendations may affect.
- 2.3. Typical Sections. Typical roadway sections, similar to the CARNP designations will be developed for the future roadway network within the study area. Typical sections will include such items as lane widths, median widths, sidewalk and trail widths, right-of-way requirements and standard utility locations within typical section. Make recommendations for the CARNP type road designations to the local system with the study area.
3. Natural Resources and Environmental Assessment. Assess and complete desktop determination of environmental constraints and recommend future needed environmental studies necessary to ensure the viability of any NEW recommended routes. Considering that new routes may require additional or more detailed environmental review, propose further environmental reviews that would be undertaken in a separate Phase II, if necessary and appropriate. Any additional environmental work required for existing routes will be undertaken and completed by the responsible entity when appropriate and will not be a part of this contract.
6. Project Meetings. A variety of meetings as described below will be held throughout the course of the study to discuss the progress and communicate study findings:
- **Kick-off Meeting/Workshop.** A project kick-off meeting and workshop will be conducted within four weeks of receipt of the Notice to Proceed. The meeting and workshop will consist of a session with the Core Team and Technical Committee to provide a platform for discussion on the goals and objectives of the study, obtain background information and reports. Prior to the Kick-off Meeting/Workshop, the Consultant Team will meet with the Core Team to discuss the format and agenda of the workshop.
 - **Progress Meetings.** The Consultant Team will meet with the Core Team on a monthly basis (March through November for a total of 9 meetings) and Technical Committee (a total of 3 and prepare agendas and minutes of the meetings. The purpose of the meetings will be for the consultant to update the Core Team on progress, to discuss the study, and for the Core Team to provide additional information and/or direction as needed.

- A **Core Team** comprised of members from the City of De Soto, Johnson County and the Kansas Department of Transportation (KDOT) will provide the guidance and direction throughout the study. They will also be responsible for providing input to the Consultant Team and conducting reviews of the study deliverables. Nine meetings are assumed.
- A **Technical Committee** comprised of members from the cities of De Soto, Edgerton, Gardner, Olathe, Eudora, Douglas County, MARC, Douglas County MPO, AEP and Johnson County Parks and Recreation District will be given updates by the Consultant Team at key milestone updates. The Core Team will take the input from the Technical Committee to help guide the study process as appropriate. Three meetings are assumed based on the following three milestones.
 1. Introduction, methodology and Most Probable Land Use Review
 2. Network Preliminary Results
 3. Final Plan Recommendations

- **Council/Commission Meeting Preparation.** A PowerPoint Summary will be developed that each community can use to present to their respective council and commissions. One workshop/meeting will be held to review the PowerPoint and answer questions.

7. Project Management and QC.

- 7.1. Project Management. This task includes activities to initiate and monitor project schedules, workload assignments and internal cost controls throughout the project. Also included are efforts to prepare and process invoices and monthly progress reports; prepare project correspondence with KDOT; prepare agendas and meeting minutes and maintain project records.
- 7.2. Quality Assurance/Quality Control. The Consultant Team will perform QA/QC checks at various stages of the study including prior to any official submittal.
- 7.3. Deliverables. The Consultant Team will prepare deliverables and submit to the Core Team the electronic files and hard copies of all materials.

E. **DELIVERABLES:**

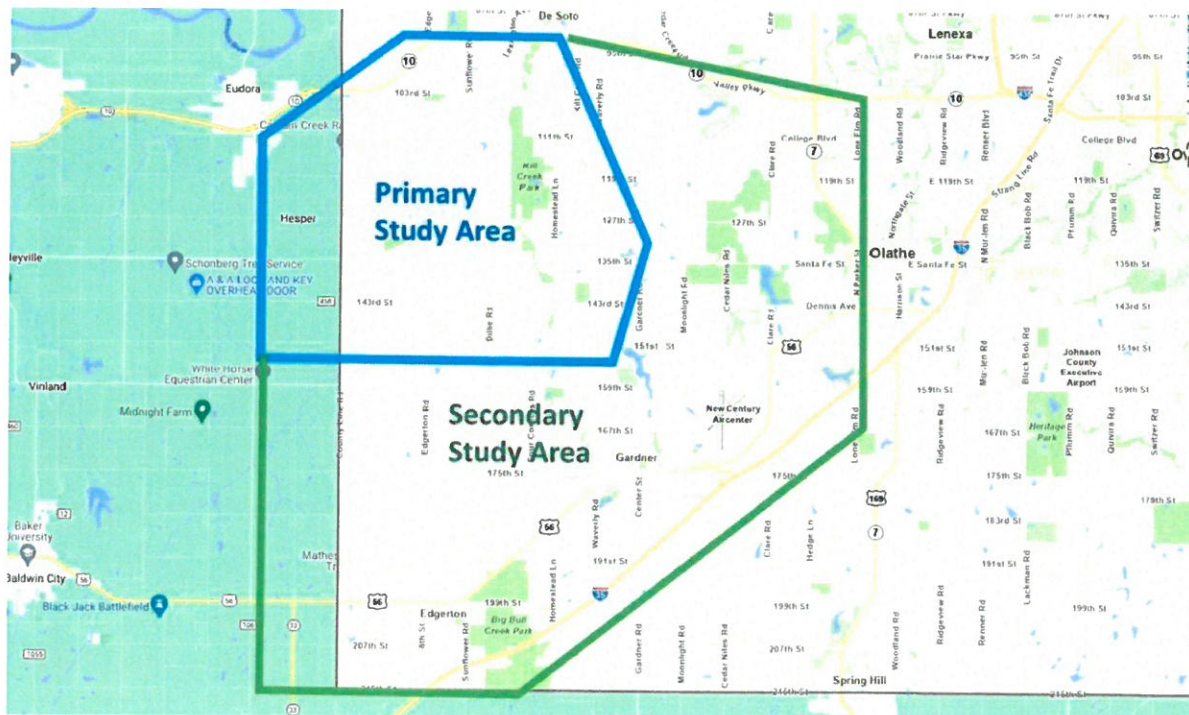
1. Monthly Invoices and Progress Reports
2. Meeting Minutes
3. Technical Documents
 - a. Most Probable Land Use
 - b. Study Area Map that shows:
 - i. CARNP Plan Map updates
 - ii. Local Street Map updates
 - c. Modified CARNP Plan Typical Sections
 - d. Environmental Review
 - e. Recommendations to Secondary Study Area transportation plans
4. Study Correspondence
5. Draft Transportation Plan (including text and map recommendations/modifications to the cities' transportation plans, in addition to CARNP)
6. Final Report/Transportation Plan
7. Ten (10) Hard copies of all materials and final electronic pdf and Word files.

G. SCHEDULE

The project schedule and major tasks are shown on the following page. The key project milestones are as follows:

1. Notice to Proceed: (anticipated February 2024)
2. Kick-off Meeting/Workshop: 1 month after NTP
3. Draft Report Submittal: 8 months after NTP
4. Final Report Submittal: 10 months after NTP

Figure 1 – Project Study Area



KANSAS DEPARTMENT OF TRANSPORTATION CIVIL RIGHTS ACT ATTACHMENT

PREAMBLE

The Secretary of Transportation for the State of Kansas, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. § 2000d to 2000d-4) and other nondiscrimination requirements and the Regulations, hereby notifies all contracting parties that it will affirmatively ensure that this contract will be implemented without discrimination on the grounds of race, color, national origin, sex, age, disability, income-level or Limited English Proficiency (“LEP”).

CLARIFICATION

Where the term “contractor” appears in the following “Nondiscrimination Clauses”, the term “contractor” is understood to include all parties to contracts or agreements with the Secretary of Transportation, Kansas Department of Transportation. This Attachment shall govern should this Attachment conflict with provisions of the Document to which it is attached.

ASSURANCE APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the “contractor”), agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in its Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration (FHWA), the Federal Transit Administration (“FTA”) or the Federal Aviation Administration (“FAA”) as they may be amended from time to time which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontractors, Including Procurements of Material and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor will be notified by the contractor of the contractor’s obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA, Federal Transit Administration (“FTA”), or Federal Aviation Administration (“FAA”) to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or, the FHWA, FTA, or FAA as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the contractor’s noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA, FTA, or FAA may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of the paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any

subcontract or procurement as the Recipient or the FHWA, FTA, or FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

ASSURANCE APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- The Federal Aid Highway Act of 1973 (23 U.S.C. § 324 et. seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et. seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et. seq.), prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL No. 100-259), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with LEP, and resulting agency guidance, national origin discrimination includes discrimination because of LEP. To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681)

CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 07-19), which is attached hereto, are hereby incorporated in this contract and made a part thereof.

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the _____ day of _____, 20____.

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
2. **Kansas Law and Venue:** This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.
3. **Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least thirty (30) days prior to the end of its current fiscal year and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to ninety (90) days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
4. **Disclaimer Of Liability:** No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101, *et seq.*).
5. **Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001, *et seq.*) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111, *et seq.*) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101, *et seq.*) (ADA), and Kansas Executive Order No. 19-02, and to not discriminate against any person because of race, color, gender, sexual orientation, gender identity or expression, religion, national origin, ancestry, age, military or veteran status, disability status, marital or family status, genetic information, or political affiliation that is unrelated to the person's ability to reasonably perform the duties of a particular job or position; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to

comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) Contractor agrees to comply with all applicable state and federal anti-discrimination laws and regulations; (g) Contractor agrees all hiring must be on the basis of individual merit and qualifications, and discrimination or harassment of persons for the reasons stated above is prohibited; and (h) if it is determined that the contractor has violated the provisions of any portion of this paragraph, such violation shall constitute a breach of contract and the contract may be canceled, terminated, or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

6. **Acceptance of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to, the implied warranties of merchantability and fitness for a particular purpose.
8. **Representative's Authority to Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
9. **Responsibility for Taxes:** The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
10. **Insurance:** The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101, *et seq.*), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.
11. **Information:** No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101, *et seq.*
12. **The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."
13. **Campaign Contributions / Lobbying:** Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.

City of Edgerton - 4th Quarter 2023 Report
General Fund (Unaudited)

	YTD Actual	2023 Budget	% Used	Remaining
Revenues:				
Ad Valorem Tax	\$ 2,356,031	\$ 2,377,512	99.1%	\$ (21,481)
City TIF Increment	\$ (50,434)	\$ (50,425)	100.0%	\$ (9)
Delinquent Tax	\$ 3,787	\$ -	n/a	\$ 3,787
Motor Vehicle Tax	\$ 47,821	\$ 53,576	89.3%	\$ (5,755)
Recreational Vehicle Tax	\$ 1,011	\$ 823	122.8%	\$ 188
16/20M Vehicle Tax	\$ 311	\$ 488	63.7%	\$ (177)
Local Alcoholic Liquor Tax	\$ 6,048	\$ 9,000	67.2%	\$ (2,952)
Local Comp Use Tax	\$ 425,015	\$ 253,000	168.0%	\$ 172,015
County Use Tax	\$ 140,915	\$ 122,000	115.5%	\$ 18,915
Local Sales Tax	\$ 674,555	\$ 540,000	124.9%	\$ 134,555
County Sales Tax	\$ 408,065	\$ 380,000	107.4%	\$ 28,065
Franchise Tax	\$ 238,816	\$ 199,000	120.0%	\$ 39,816
Licenses & Permits	\$ 311,111	\$ 224,000	138.9%	\$ 87,111
Charges for Services	\$ 121,729	\$ 85,470	142.4%	\$ 36,259
Fines & Forfeitures	\$ 87,003	\$ 80,000	108.8%	\$ 7,003
Miscellaneous	\$ 15,634	\$ -	n/a	\$ 15,634
Investment Income	\$ 57,757	\$ 15,000	385.0%	\$ 42,757
Total Revenue	\$ 4,845,175	\$ 4,289,444	113.0%	\$ 555,731

Expenditures:				
General Government	\$ 1,089,844	\$ 1,136,738	95.9%	\$ 46,894
Law Enforcement	\$ 561,313	\$ 572,719	98.0%	\$ 11,406
Public Works	\$ 618,698	\$ 721,645	85.7%	\$ 102,947
Parks	\$ 323,153	\$ 334,747	96.5%	\$ 11,594
Facilities	\$ 109,860	\$ 142,424	77.1%	\$ 32,564
Fleet Maintenance	\$ 60,567	\$ 62,250	97.3%	\$ 1,683
Community Development	\$ 412,792	\$ 494,000	83.6%	\$ 81,208
Economic Development	\$ 428,159	\$ 494,775	86.5%	\$ 66,616
Information Technology	\$ 89,074	\$ 90,667	98.2%	\$ 1,593
Employee Benefits	\$ 524,401	\$ 602,718	87.0%	\$ 78,317
Total Expenditures	\$ 4,217,861	\$ 4,652,683	90.7%	\$ 434,822

Sources Over(Under) Expenditures: \$ 627,314 \$ (363,239)

Other Financing Sources & Uses

Transfers from Other Funds:

Transfer from Capital Projects Fund	\$ 86,907	\$ -	n/a	\$ (86,907)
Transfer from TIF Funds-City TIF Fee	\$ 5,321	\$ 5,343	99.6%	\$ 22

Transfers to Other Funds:

Transfer to Equipment Reserve Fund-General	\$ (176,000)	\$ (127,200)	138.4%	\$ 48,800
Transfer to Capital Projects Fund	\$ (113,491)	\$ -	n/a	\$ 113,491

Total Other Financing Sources & Uses \$ (197,263) \$ (121,857)

Beginning Fund Balance	\$ 2,368,806	\$ 1,901,407
Estimated Ending Fund Balance		\$ 1,416,311
Unaudited Ending Fund Balance	\$ 2,798,857	

Reserve Required

17% of 2023 budgeted expenditures	\$ 791,330
25% of 2023 budgeted expenditures	\$ 1,163,721

Budget Authority

2023 Budget Authority	\$ 6,196,192
Remaining 2023 Budget Authority	\$ 2,175,594
% of Budget Authority Used	64.9%

City of Edgerton - 4th Quarter 2023 Report

Water Fund (Unaudited)

	YTD Actual	2023 Budget	% Used	Remaining
Revenues:				
Charges for Services	\$ 503,089	\$ 487,630	103.2%	\$ 15,459.00
Fines & Forfeitures	\$ 7,531	\$ 20,000	37.7%	\$ (12,469.00)
Miscellaneous	\$ 85	\$ -	n/a	\$ 85.00
Investment Income	\$ 3,485	\$ 2,500	139.4%	\$ 985.00
 Total Revenue	 \$ 514,190	 \$ 510,130	 100.8%	 \$ 4,060.00
Expenditures:				
Fleet Maintenance	\$ 3,690	\$ 6,075	60.7%	\$ 2,385
Information Technology	\$ 49,411	\$ 51,738	95.5%	\$ 2,327
Production	\$ 179,035	\$ 175,000	102.3%	\$ (4,035)
Distribution	\$ 57,414	\$ 63,030	91.1%	\$ 5,616
Administrative-Water	\$ 144,031	\$ 150,151	95.9%	\$ 6,120
Employee Benefits	\$ 36,604	\$ 37,938	96.5%	\$ 1,334
Debt Service	\$ 14,955	\$ 14,957	100.0%	\$ 2
 Total Expenditures	 \$ 485,140	 \$ 498,889	 97.2%	 \$ 13,749
Sources Over(Under) Expenditures:	\$ 29,050	\$ 11,241		
Transfer from Other Funds				
Transfer from Capital Project Fund	\$ 13,114	\$ -	n/a	\$ (13,114)
Transfers to Other Funds:				
Transfer to Equipment Reserve Fund-Water	\$ (15,000)	\$ (15,000)	100.0%	\$ -
Transfer to Capital Projects Fund	\$ -	\$ -	n/a	\$ -
Total	\$ (1,886)	\$ (15,000)		
Beginning Fund Balance	\$ 183,079	\$ 137,901		
Estimated Ending Fund Balance		\$ 134,142		
Unaudited Ending Fund Balance	\$ 210,243			
Reserve Required				
17% of 2023 budgeted expenditures	\$ 84,811			
25% of 2023 budgeted expenditures	\$ 124,722			
Budget Authority				
2023 Budget Authority	\$ 648,031			
Remaining 2023 Budget Authority	\$ 164,777			
% of Budget Authority Used	74.6%			

City of Edgerton - 4th Quarter 2023 Report

Sewer Fund (Unaudited)

	0	YTD Actual	2023 Budget	% Used	Remaining
Revenues:					
Charges for Services	\$	776,339	\$ 704,931	110.1%	\$ 71,408
Licenses & Permits	\$	100	\$ 100	100.0%	\$ -
Fines & Forfeitures	\$	12,378	\$ -	n/a	\$ 12,378
Miscellaneous	\$	-	\$ -	n/a	\$ -
Investment Income	\$	15,629	\$ 3,500	446.5%	\$ 12,129
Total Revenue	\$	804,446	\$ 708,531	113.5%	\$ 95,915

Expenditures:

Fleet Maintenance	\$	4,037	\$ 6,075	66.5%	\$ 2,038
Information Technology	\$	49,511	\$ 51,738	95.7%	\$ 2,227
Treatment Plant	\$	152,490	\$ 193,772	78.7%	\$ 41,282
Sewer Line Maintenance	\$	1,814	\$ 11,700	15.5%	\$ 9,886
Lift Stations/Vaults	\$	25,040	\$ 35,756	70.0%	\$ 10,716
Administrative-Sewer	\$	217,429	\$ 235,028	92.5%	\$ 17,599
Employee Benefits	\$	66,621	\$ 65,055	102.4%	\$ (1,566)
Debt Service	\$	194,438	\$ 194,438	100.0%	\$ -
Total Expenditures	\$	711,380	\$ 793,562	89.6%	\$ 82,182

Sources Over(Under) Expenditures: \$ 93,066 \$ (85,031)

Transfer from Other Funds:

Transfer from LPKC Ph 1 PIF	\$	194,438	\$ 194,438	100.0%	\$ -
Transfer from Capital Projects Fund	\$	-	\$ -	n/a	\$ -

Transfers to Other Funds:

Transfer to Equipment Reserve Fund-Sewer	\$	-	\$ -	n/a	\$ -
Transfer to Capital Projects Fund	\$	(14,100)	\$ (64,000)	22.0%	\$ (49,900)
Total	\$	180,338	\$ 130,438		

Beginning Fund Balance

Estimated Ending Fund Balance

Unaudited Ending Fund Balance

\$ 570,359	\$ 456,410
\$ 843,763	\$ 501,817

Reserve Required

17% of 2023 budgeted expenditures	\$ 134,996
25% of 2023 budgeted expenditures	\$ 198,391

Budget Authority

2023 Budget Authority	\$ 1,359,379
Remaining 2023 Budget Authority	\$ 467,661
% of Budget Authority Used	65.6%

BUDGET CALENDAR

2025 Budget

DATE	RESPONSIBLE PARTY	TASK
March 1	Finance Director	Financial Software Ready for Entry of 2025 Budget
March 1 – April 15	City Administrator, Staff	Develop Department Budgets Vehicle & Equipment Budget Development
April 15 – June 30	City Administrator, Staff	Department Budget Meetings, Revenue Forecast, Finalize Recommended Fund Budgets, Finalize Vehicle & Equipment Replacement Budget
April 25	City Administrator, Accountant	City Council Meeting: Presentation of 2023 Audit
May 23	City Administrator, City Council	City Council Meeting: Presentations and 2025 Funding Requests by EEI, and other organizations
July 1	City Administrator, City Clerk	Publish the Budget Work Session Packet
July 18	City Administrator, City Council	Budget Work Session (off cycle meeting): Present Recommended Fund Budgets Present Vehicle and Equipment Replacement Budget
July 19	City Administrator, Fin. Director	Notify County Clerk of RNR Hearing
July 19 – July 24	City Administrator, Fin. Director	Finalize Budget and Prepare RNR and Budget Public Hearing Notices
July 24	City Clerk	Send RNR and Budget Public Hearing Notices to Gardner News for publication on Wednesday, July 31, 2024.
	Marketing/Communications Manager	Post the RNR and Budget Public Hearing Notices on the City's Website
August 22	City Administrator, City Council	City Council Meeting: Conduct RNR and Budget Public Hearings and Consider RNR Resolution
September 12	City Administrator, City Council	City Council Meeting: Adopt the 2025 Budget
September 13-30	City Clerk, Finance Director	Certify Budget to County Clerk

2026 Budget

DATE	RESPONSIBLE PARTY	TASK
October 10	City Administrator, City Council	Budget Work Session following City Council Meeting: 2025-2029 CIP Discussion
October 24	City Administrator, City Council	City Council Meeting: Adopt the 2025-2029 CIP