

**EDGERTON CITY COUNCIL  
MEETING AGENDA  
CITY HALL, 404 EAST NELSON STREET  
~~December 8, 2022~~  
**DECEMBER 15, 2022**  
**7:00 P.M.****

**Call to Order**

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

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

4. Approve Minutes from November 10, 2022 Regular City Council Meeting
5. Approve Minutes from December 1, 2022 Special City Council Meeting
6. Approve Large Animal Permit for Darren Suete, 1313 W 8<sup>th</sup> Street
7. Approve the Renewal of the Cereal Malt Beverage License Applications for 2023
8. Approve Resolution No. 12-08-22A Declaring the Boundaries of the City of Edgerton, Johnson County, Kansas
9. Approve Letter of Understanding with Johnson County Human Services for 2023 Utility Assistance
10. Approve Final Acceptance of 191<sup>st</sup> Turn Lane Public Improvements Project

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

**Regular Agenda**

11. **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.
12. **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**

- 13. CONSIDER AN AGREEMENT WITH THE JOHNSON COUNTY SHERIFF'S DEPARTMENT FOR THE PROVISION OF LAW ENFORCEMENT SERVICES FOR FISCAL YEAR 2023**

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

- 14. CONSIDER A CONTRACT WITH ELEVATEEDGERTON! FOR ECONOMIC DEVELOPMENT SERVICES FOR 2023**

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

- 15. CONSIDER AGREEMENT WITH INCITE DESIGN STUDIO FOR PHASE II DESIGN SERVICES FOR THE GREENSPACE PROJECT**

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

- 16. CONSIDER AGREEMENT WITH HENDERSON BUILDING SOLUTIONS FOR GREENSPACE PROJECT TO PROVIDE OWNERS REPRESENTATIVE SERVICES DURING THE CONSTRUCTION PHASE**

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

- 17. CONSIDER PROFESSIONAL SERVICES AGREEMENT BETWEEN CITY OF EDGERTON AND OLSSON INC. FOR STREETLIGHT STUDY AND INVENTORY**

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

- 18. CONSIDER FACILITY USE AND MAINTENANCE AGREEMENT WITH EDGERTON HISTORIC SOCIETY FOR EDGERTON COMMUNITY MUSEUM**

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

- 19. CONSIDER AN AGREEMENT RENEWING AN EXISTING FACILITY USE AND MAINTENANCE AGREEMENT FOR THE BANK OF KNOWLEDGE AND AUTHORIZING ITS USE BY THE BOARD OF DIRECTORS OF THE JOHNSON COUNTY LIBRARY AS A LIBRARY FACILITY**

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

- 20. CONSIDER AN AGREEMENT BETWEEN JOHNSON COUNTY LIBRARY AND THE CITY OF EDGERTON, KANSAS, FOR THE IMPROVEMENT OF THE EDGERTON BANK OF KNOWLEDGE BUILDING**

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

- 21. Report by the City Administrator**



## 22. Report by the Mayor

## 23. Future Meeting Reminders:

- January 10<sup>th</sup> – Planning Commission Meeting – 7:00PM
- January 12<sup>th</sup> – City Council Meeting – 7:00PM
- January 26<sup>th</sup> – City Council Meeting – 7:00PM
- February 9<sup>th</sup> – City Council Meeting – 7:00PM
- February 14<sup>th</sup> – Planning Commission Meeting – 7:00PM
- February 23<sup>rd</sup> – City Council Meeting – 7:00PM

## 24. **CONSIDER RECESSING INTO EXECUTIVE SESSION PURSUANT TO K.S.A. 75-4319(B(2)) UNDER THE ATTORNEY/CLIENT EXCEPTION TO INCLUDE THE CITY ATTORNEY, ECONOMIC DEVELOPMENT COUNCIL, CITY ADMINISTRATOR, AND PUBLIC WORKS DIRECTOR TO DISCUSS CONTRACT NEGOTIATIONS.**

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

## 25. **Adjourn** Motion: \_\_\_\_\_ Second: \_\_\_\_\_ Vote: \_\_\_\_\_

## EVENTS

December 13: Tales for Tots  
December 16: Kids Night Out  
December 21: Senior Lunch & BINGO  
December 23 - 26: City Offices Closed for Christmas Holiday  
January 2: City Offices Closed for New Year's Holiday  
January 10: Tales for Tots  
January 18: Senior Lunch & BINGO



**City of Edgerton, Kansas**  
**Minutes of City Council Regular Session**  
**November 10, 2022**

A Regular Session of the City Council (the Council) was held in the Edgerton City Hall, 404 E. Nelson, Edgerton, Kansas on November 10, 2022. The meeting convened at 7:03 PM with Mayor Roberts presiding.

**1. ROLL CALL**

Clay Longanecker	present
Josh Lewis	present
Josh Beem	absent
Deb Lebakken	present

With a quorum present, the meeting commenced.

Staff in attendance:

- City Administrator, Beth Linn
- City Attorney, Lee Hendricks
- City Clerk, Alex Clower
- Public Works Director, Dan Merkh
- Finance Director, Karen Kindle
- Capital Improvement Project Manager, Brian Stanley
- Accountant, Justin Vermillion
- Marketing & Communications Manager, Kara Banks
- Recreation Coordinator, Brittany Paddock

**2. WELCOME**

**3. PLEDGE OF ALLEGIANCE**

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

4. Approve Minutes from October 27, 2022 Regular City Council Meeting
5. Approve Ordinance No. 2124 Amending and Restating Ordinance No. 2123 in Connection with the Community Improvement District (Edgerton Crossing Woodstone Project)
6. Approve Year-End Longevity Bonus for Employees
7. Approve Ordinance No. 2125 Providing for the Range of Salaries and Compensation of Various City Officers and Employees
8. Approve Large Animal Permit for Darius Crist, 510 W Braun Street
9. Approve Large Animal Permit for Galaz Trust (Sergio Galaz Trustee), 1300 W Braun Street
10. Approve Large Animal Permit for Michael Mabrey, 1200 W Braun Street
11. Approve Large Animal Permit for Glyn Powers, 1606 W 8<sup>th</sup> Street
12. Approve Large Animal Permit for Marvin Vail, 1405 W 8<sup>th</sup> Street
13. Approve Final Acceptance of 200<sup>th</sup> Street Road Public Improvements Project

Councilmember Longanecker asked that item 7 be removed for further conversation.



With item 7 removed, Mayor Roberts requested motion to approve the remaining items on the consent agenda.

Councilmember Longanecker moved to approve the consent agenda with item 7 removed, seconded by Councilmember Lewis. The consent agenda was approved, 3-0.

Councilmember Longanecker asked if the ranges are now including the 7% COLA that was approved a few months ago.

Ms. Kindle stated yes, when the COLA was approved through council, staff applied that increase to not only the individual employees' wages, but also the listing of specific job titles and the salary ranges with them.

Councilmember Longanecker thanked Ms. Kindle for the clarification.

With no further questions or comments, Mayor Roberts then requested motion to approve item 7, Ordinance No. 2125 Range of Salaries and Compensation for Various City Officers and Employees.

Councilmember Longanecker moved to approve Ordinance No. 2125 seconded by Councilmember Lewis. The ordinance was approved, 3-0.

### **Regular Agenda**

14. **Declaration.** There were no declarations made.

15. **Public Comments.** There were no public comments made.

### **Business Requiring Action**

#### **16. CONSIDER 2023 FUNDING RECOMMENDATION FOR THE HUMAN SERVICE FUND**

Ms. Julie Brewer addressed the Council. She provided the Council with feedback from the previous year funding. She stated Edgerton has now been participating in the Human Service Fund (HSF) for a decade. She stated UCS has been supporting the county for nearly 60 years and supporting residents within the county that are at or below the Federal poverty level. She stated UCS provides job training, assists in finding housing and healthcare, as well as many other supportive programs throughout the county. She stated the dollars provided by jurisdictions provide services for individuals and families, which include services such as dental appointments, meals, safe shelter, etc. The funding provided by the city are proportionate to the population for each city. She stated in 2021, UCS came before the governing body and requested an increase in funding allocation and will likely come back in 2024/2025 to request an increase. She stated this year there was more than \$46,000 requested over what was available in the fund.

Councilmember Longanecker asked if UCS was affiliated with Meals on Wheels.



She stated Meals on Wheels is overseen by another jurisdiction within Johnson County - Johnson County Aging and Human Services - and they are not a recipient of UCS funding. She stated when the Human Service Fund was established, it was an opportunity for jurisdictions to set aside operating funds to support community programs where there might be gaps or insufficient services provided to fill those gaps.

Mayor Roberts asked if Ms. Brewer could touch a little more on the grant recipients.

Ms. Brewer stated HSF sets funding priorities around safety, basic needs, and work support. She stated for many, transportation has become more of a barrier in recent years and that has become a greater focus for support provided. She referenced the listed grant pools. She stated roughly \$15,000 of small grants was recommended to programs such as Community Center of Shawnee, Gateway of Hope, and Pathway to Hope. She stated roughly \$400,000 of regular grants were recommended for returning and established programs such as Catholic Charities, Foster Adopt Connect, KidsTLC, SafeHome, Salvation Army Family Lodge, Sunflower House, etc. She stated new programs have been added, including Habitat for Humanity and Kansas Parents as Teachers Association. She stated Habitat for Humanity has HUD certified counselors that assist with funding for down payment assistance.

She stated in 2021, around 850 units of service were provided to residents in Edgerton.

Mayor Roberts stated it is diverse how the community is touched with this program.

Ms. Brewer stated county-wide poverty has risen to roughly 6% now. She stated single female head of household with children 5 and under is at 32% and access to childcare is a big barrier.

Mayor Roberts stated one of the most influential things UCS does is track the homeless population where they go out in rough conditions and complete a count every year. He stated he appreciates all UCS does and all the support they provide to Edgerton and the surrounding communities. He stated Edgerton funds \$2,500 and there were 300 citizens helped in one year. He stated he believes this is such a great stretch of Edgerton dollars to help the community.

With no further questions or comments, Mayor Roberts requested motion to approve the 2023 funding recommendation for the Human Service Fund.

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

#### **17. CONSIDER AN AGREEMENT WITH STRATEGY, LLC, FOR INFORMATION TECHNOLOGY SERVICES**

Ms. Karen Kindle addressed the Council. She stated the city does not have an internal IT department so services for this are contracted out. She stated a year ago, staff conducted an RFP for services and Strategy was recommended to fulfill that contract. She stated Strategy has been the city's IT provider for a couple years and staff would recommend renewing the contract for



another year for 2023. She stated nothing has changed in this agreement except for the costs, she stated the cost per managed computer has increased from \$35 to \$50 due to increased costs of antivirus and monitoring software. She stated in addition, staff will be replacing Net2Phone with Microsoft Teams as the City's phone system, resulting in increased Microsoft licensing costs. She stated the increase in Teams license costs will be offset by the elimination of payments to Net2Phone. The 2023 IT Budget is adequate to cover the cost of this contract.

Councilmember Longanecker asked if staff was happy with them as a provider of this service.

Ms. Kindle stated yes, they hired new staff recently and they have been excellent to work with.

With no further questions or comments, Mayor Roberts requested motion to approve the agreement with Strategy for IT Services.

Councilmember Lewis moved to approve the motion, seconded by Councilmember Longanecker. The agreement with Strategy LLC for IT Services was approved, 3-0.

**18. CONSIDER RESOLUTION NO. 11-10-22A AUTHORIZING THE CLOSURE OF NELSON STREET DURING THE MAYOR'S CHRISTMAS TREE LIGHTING**

Ms. Brittany Paddock addressed the Council. She requested a road closure of Nelson St. between East 4<sup>th</sup> to East 3<sup>rd</sup> for the timeframe of the Mayor's Christmas Tree Lighting Ceremony. She stated she would just like to make this a safe and fun event for the community and in doing so, would like to have the road closed to provide a safe environment for everyone. She stated the intersections at both East 4<sup>th</sup> and East 3<sup>rd</sup> and Nelson will remain open to traffic.

With no questions or comments, Mayor Roberts requested motion to approve Resolution No. 11-10-22A, authorizing the closure of Nelson Street during the Mayor's Christmas Tree Lighting Ceremony.

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

**19. Report by the City Administrator**

- 3<sup>rd</sup> Quarter Financial Report

Ms. Kindle addressed the Council and referred to the Quarterly Financial Report. She stated the General Fund is generally adequate and where it's expected to be. She stated the only line item that is a little low is the licensing and permits, and this is due to not having much activity on the permitting side. She stated on the flip side, the city is not spending as much on contract services for inspections. She stated for the General Fund, we are within budget authority and the reserve requirement.

She referenced the Water Fund. She stated generally funds are in line and all loan payments have been made on the expenditure side. She stated transfers have been made to



equipment reserve and at the end of the quarter, we are within budget authority and reserve requirement.

She referenced the Sewer Fund. She stated Gardner stopped sending their flow to the Big Bull Creek Wastewater Treatment Plant in September, so the City no longer sees that revenue. She stated on the expenditure side, the Treatment Plant line item is a little close but that is due to the sludge payments. She stated we are within budget authority and reserve requirement.

- Update on Adopt a Highway Litter Removal Services  
Ms. Clower addressed the council. She stated in June 2022, the Governing Body approved agreements with Adopt a Highway for litter removal services. Since services beginning in July, a total of 625 lbs. of trash has been removed from 56 Highway.

Mayor Roberts stated he feels like it is working but still sees this as a trial phase, he stated if it continues to work, there may be possibility at budget time to bring back options for additional roadways.

All Councilmembers agreed they have noticed a difference.

- CIP Update  
Mr. Merkh addressed the Council. He stated he would like to bring an update to the Governing Body regarding ongoing Capital Improvement Projects.

For the 8<sup>th</sup> & Braun intersection improvements, there will be no change in schedule. The current plan is to do the south as well as east and west at the same time.

He then addressed the County's Community Development Block Grant program. He stated CDBG has changed their funding structure. He stated typically applications for funding are submitted every other year and the City asks for 2 years' worth of funding. Now only one year is granted at a time with a maximum of \$100,000. He stated if funding is granted for 2 years, the city is ineligible for the next year to apply. He stated staff is looking to make a recommendation for 2024 and plans to reduce match funding for application.

Mayor Roberts stated years ago, Edgerton could not apply for these grants because the funding match requirement.

## **20. Report by the Mayor**

Mayor Roberts stated Planning Commission training at the last meeting was great. He stated the purpose was to give insight on how process should move throughout staff, planning commission and council. He stated he believes that goal was accomplished rather well.

Councilmember Lewis stated he thought it was fantastic and highlights a lot of conversations that take place with owners and developers and how the city manages those relationships while also deciding if things are worth having here, etc.



Councilmember Lebakken stated it was eye-opening to see the amount of vetting done by staff before things even make it to council. She stated it is a lot of work.

**21. Future Meeting Reminders:**

- November 10<sup>th</sup>: City Council Meeting – 7:00PM
- December 1<sup>st</sup>: Special City Council Meeting – 7:00PM
- December 8<sup>th</sup>: City Council Meeting – 7:00PM
- December 13<sup>th</sup>: Planning Commission Meeting – 7:00PM

**22. CONSIDER RECESSING INTO EXECUTIVE SESSION PURSUANT TO K.S.A. 75-4319(B(2)) UNDER THE ATTORNEY/CLIENT EXCEPTION TO INCLUDE THE CITY ATTORNEY, CITY ADMINISTRATOR, AND PUBLIC WORKS DIRECTOR TO DISCUSS CONTRACT NEGOTIATIONS.**

Mayor Roberts stated he would like to recess into executive session pursuant to KSA 75-4319(B)(2) to include City Attorney, City Administrator, and Public Works Director to discuss contract negotiations. He stated there will be no motion afterwards and it is expected to last only 5 minutes. Mayor Roberts then requested motion to recess into executive session.

Councilmember Longanecker moved to recess into executive session for 5 minutes, seconded by Councilmember Lebakken.

The meeting recessed into executive session at 7:49PM, 3-0.

Councilmember Longanecker made motion to return to open session with no action taken, seconded by Councilmember Lewis.

Open session resumed at 7:54PM, 3-0.

**23. Adjourn**

With no further business, Mayor Roberts requested motion to adjourn the meeting.

Councilmember Lewis moved to adjourn, seconded by Councilmember Lebakken. The meeting was adjourned at 7:54PM, 3-0.

Submitted by Alexandria Clower, City Clerk



**City of Edgerton, Kansas**  
**Minutes of City Council Special Session**  
**December 1, 2022**

A Special Session of the Edgerton City Council was held in the Edgerton City Hall, 404 E. Nelson, Edgerton, Kansas on December 1, 2022. The meeting convened at 7:00 PM with Mayor Roberts presiding.

**1. ROLL CALL**

Clay Longanecker	present
Josh Lewis	absent, arrived late
Josh Beem	present
Deb Lebakken	present

With a quorum present, the meeting commenced.

Staff in attendance:

City Administrator, Beth Linn
Economic Development Counsel, Scott Anderson
City Clerk, Alex Clower
Public Works Director, Dan Merkh
Public Works Superintendent, Trey Whitaker
Finance Director, Karen Kindle
Capital Improvement Project Manager, Brian Stanley
Accountant, Justin Vermillion
Marketing & Communications Manager, Kara Banks

**2. WELCOME**

**3. PLEDGE OF ALLEGIANCE**

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

**4. Confirm Request for a Special Meeting of the Edgerton City Council**

Councilmember Longanecker moved to approve the request for a Special City Council Meeting, seconded by Councilmember Beem. The request for a special meeting was approved, 3-0.

**Business Requiring Action**

**5. CONSIDER APPROVAL OF THE MAYOR'S RECOMMENDATION OF THE APPOINTMENT OF BILL MALLOY TO THE EDGERTON CITY COUNCIL**

Mayor Roberts invited Mr. Bill Malloy to introduce himself.

Mr. Malloy stated he's been in Edgerton for about 3 years and works for Dot's Pretzels at the Logistics Park. He stated he is married with 6 children and they want to be more involved in the



community. He stated he was a member of the Planning Commission and looks forward to being a part of the Governing Body.

Councilmember Lewis arrived at 7:02PM

With no questions or further comments, Mayor Roberts requested motion to approve his appointment recommendation of Mr. Bill Malloy to the Edgerton City Council.

Councilmember Longanecker moved to approve the motion, seconded by Councilmember Lebakken. The motion was approved, 4-0.

City Clerk Alexandria Clower gave the Oath of Office for the Edgerton City Council to Mr. Malloy.

Mayor Roberts and the council welcomed Mr. Malloy to the Governing Body.

#### **Regular Agenda**

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

7. **Declaration.** There were no declarations.

#### **Business Requiring Action**

8. **CONSIDER APPROVAL OF THE MAYOR'S RECOMMENDATION OF JORDYN MUELLER TO THE EDGERTON PLANNING COMMISSION FOR A TERM ENDING IN SEPTEMBER 2024**

Mayor Roberts invited Ms. Jordyn Mueller to introduce herself.

Ms. Mueller stated she has lived in Edgerton for 10 years, she's a single mom of a 13-year-old boy who attends Pioneer Ridge. She stated she works at a cold storage warehouse at the Logistics Park. She stated she's excited for this opportunity and looks forward to being more involved in the community.

Mayor Roberts stated she's actively been involved in the community here recently as she volunteered her time at the Meat Inferno event in October. He stated he's excited for more involvement and looks forward to her placement in the Planning Commission.

With no questions or further comments Mayor Roberts requested motion to approve his recommendation of Jordyn Mueller to the Edgerton Planning Commission for a term ending in September 2024.

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



Mayor Roberts stated it is not always the most fun to make decisions and receive comments while serving on Council and Commission but it is the right thing to do for the community. He stated he appreciates their willingness to serve their community.

**9. PUBLIC HEARING REGARDING RESOLUTION NO. 10-27-22A -  
CANCELLED**

**THIS RESOLUTION PROVIDED THAT THE CITY IS CONSIDERING ESTABLISHING A RURAL HOUSING INCENTIVE DISTRICT AND ADOPTING A PLAN FOR DEVELOPMENT OF HOUSING AND PUBLIC FACILITIES; ESTABLISHING THE DATE AND TIME OF A PUBLIC HEARING (DWYER FARMS RURAL HOUSING INCENTIVE DISTRICT)**

Mayor Roberts stated all the details have not been worked out and the city will need to cancel the public hearing. He stated at minimum, the city will restart the process of notification for a new public hearing date.

Mr. Scott Anderson, Economic Development Counsel, stated the city will have to start over with a second resolution similar to what was passed at the October 27<sup>th</sup> council meeting.

**10. CONSIDER ORDINANCE NO. 2126 AUTHORIZING BOND DOCUMENTS AND THE ISSUANCE OF THE CITY'S TAXABLE INDUSTRIAL REVENUE BONDS (ELHC CY, LLC PROJECT) SERIES 2022, FOR THE PURPOSE OF FINANCING THE COST OF A COMMERCIAL PROJECT.**

Mr. Anderson addressed the Council. He stated there are two reasons to issue Industrial Revenue Bonds, Property Tax Abatement and Sales Tax Exemptions. He stated Edgerton through the course of the years has never been willing to grant property tax abatements for container storage facilities but have allowed sales tax exemption certificates. He stated in March, a resolution was issued for ELHC CY, LLC to contract a commercial building and a storage container lot. He stated that lot is currently under construction and the developer has asked the city to begin the process to issue the bonds to allow them to obtain the sales tax exemption certificate.

He stated these bonds are not the obligation of the city and payable solely to the extent the developer makes payments. He stated because they are sales tax only bonds, they only extend for a two-year term. He stated this ordinance authorizes the execution of all documents associated to this bond, similar to bonds issued in the past.

With no questions or comments, Mayor Roberts requested motion to approve Ordinance No. 2126.

Councilmember Lewis moved to approve motion, seconded by Councilmember Longanecker. Ordinance No. 2126 was approved, 5-0.



**11. CONSIDER RECESSING INTO EXECUTIVE SESSION PURSUANT TO K.S.A. 75-4319(B(2)) UNDER THE ATTORNEY/CLIENT EXCEPTION TO INCLUDE ECONOMIC DEVELOPMENT COUNSEL, CITY ADMINISTRATOR AND PUBLIC WORKS DIRECTOR TO DISCUSS CONTRACT NEGOTIATIONS.**

Mayor Roberts stated he would like to recess into executive session pursuant to KSA 75-4319(B)(2) to include Economic Development Counsel, City Administrator, and Public Works Director to discuss contract negotiations. He stated there will be no motion afterwards and it is expected to last only 20 minutes.

Mayor Roberts then requested motion to recess into executive session.

Councilmember Longanecker moved to recess into executive session for 20 minutes, seconded by Councilmember Beem.

The meeting recessed into executive session at 7:15PM, 5-0.

Councilmember Longanecker made motion to return to open session with no action taken to request an additional 10 minutes, seconded by Councilmember Beem.

The meeting recessed into executive session at 7:35PM for an additional 10 minutes.

Councilmember Lewis made motion to return to open session with no action taken, seconded by Councilmember Lebakken.

Open session resumed at 7:45PM, 5-0.

**12. Adjourn**

With no further business, Mayor Roberts requested motion to adjourn the meeting.

Councilmember Beem moved to adjourn, seconded by Councilmember Malloy. The meeting was adjourned at 7:46PM, 5-0.

Submitted by Alexandria Clower, City Clerk



Application for permit to keep animals and/or fowl in the City limits of Edgerton, Kansas.

Darren Seute the owner, keeper, lessee, occupant or person in charge of the following described property in the City of Edgerton, Kansas, containing 6 acres.

Address and Legal Description of Property (long legal's may be attached)

1313 W 8th Street

Do hereby make application to the Governing Body of the City of Edgerton to keep:

Number of animals: 3 Description of animal(s) (one per acre): Cows

Number of fowls: 25 Description of fowl(s) (five per acre): Chickens

I agree to abide by all rules and regulations of the City of Edgerton concerning the keeping of animals and fowls.

Dan Job  
Signature of Applicant

11-28-22  
Date

1313 W 8th  
Address of Applicant

913-548-2448  
Phone Number

**OFFICE USE ONLY**

Application approved this \_\_\_\_\_ day of \_\_\_\_\_ by the Governing Body of the City of Edgerton.

**PERMIT VALID FOR ONE YEAR FROM DATE OF APPROVAL.**



## City Council Action Item

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**Council Meeting Date:** December 8, 2022

**Department:** Administration

### **Agenda Item: Consider Renewal of Cereal Malt Beverage License Applications for 2023**

**Background/Description of Item:**

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

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

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

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

**Funding Source:** N/A

**Budget Allocated:** N/A

**Finance Director Approval:** N/A

**Recommendation: Approve Renewal of Cereal Malt Beverage Licenses for Jay Kay Inc. at 101 East Morgan and My Store III at 35201 W 200<sup>th</sup> Street for 2023**

**Prepared by:** Alexandria Clower, City Clerk





**EDGERTON**  
global routes. local roots.

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

## City Council Action Item

**Council Meeting Date:** December 8, 2022

**Department:** Administration

### **Agenda Item: Consider Approval of a Resolution No. 12-08-22A Declaring the Boundaries of the City of Edgerton, Johnson County, Kansas**

**Background/Description of Item:**

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

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

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

**Funding Source:** N/A

**Budget Allocated:** N/A

**Finance Director Approval:** N/A

**Recommendation: Consider Approval of a Resolution No. 12-08-22A Declaring the Boundaries of the City of Edgerton, Johnson County, Kansas.**

**Enclosed:** Resolution No. 12-08-22A  
Exhibit A - Boundary Description of the Corporate Limits of the City of Edgerton, Johnson County, Kansas

**Prepared by:** Alexandria Clower, City Clerk



**RESOLUTION NO. 12-08-22A**

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

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

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

**Section 1. Declaration of Boundary.** The Governing Body of the City hereby finds and determines that the boundaries of the City of Edgerton, Johnson County, Kansas as of December 31, 2022 are as described and depicted in the attached "Exhibit A" entitled "Boundary Description of the Corporate Limits of the City of Edgerton, Johnson County, Kansas."

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

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

ADOPTED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR OF THE CITY OF  
EDGERTON, KANSAS ON THE 8<sup>th</sup> DAY OF DECEMBER 2022.

ATTEST:

**CITY OF EDGERTON, KANSAS**

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

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Lee Hendricks, City Attorney



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

**TRACT 1**

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



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



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



ALSO:

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

ALSO:

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

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

AND

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

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

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

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

AND

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



## TRACT 2

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



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



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

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

N.88°22'30" EAST 30.10 FEET; THENCE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

S. 88°10'13"W. 825.00 FEET; THENCE

S.2°16'42"E. 246.57 FEET; THENCE

S.87°43'18"W. 460.00 FEET; THENCE

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

S.88°10'10"W. 199.06 FEET; THENCE

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

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

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

(1) N.56°43'53"E. 1184.27 FEET

(2) N.46°34'14"E. 500.22 FEET; THENCE

(3) N.31°44'38"E. 303.33 FEET; THENCE

S.88°22'28"W. 985.18 FEET; THENCE

N.2°09'43"W. 288.57 FEET; THENCE

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

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

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

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

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

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

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

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

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



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

#### EXCEPT

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



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

#### EXCEPT

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

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

N.1°56'08"W. 100.00 FEET; THENCE

N.88°09'56"E. 54.77 FEET; THENCE

S.1°50'04"E. 100.00 FEET; THENCE

S.88°10'30"W. 9.55 FEET; THENCE

S.43°09'40"W. 16.30 FEET; THENCE

S.88°09'47"W. 15.00 FEET; THENCE

N.1°50'13"W. 11.53 FEET; THENCE

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

#### ALSO: ANNEXATION ORDINANCE 2034

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

#### ALSO: ANNEXATION ORDINANCE 2057

##### **Tract 1**

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



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

#### **Tract 2**

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

ALSO: ANNEXATION ORDINANCE 2058

#### **Tract 1 (Parcel No. 2F221512-1001)**

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

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



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

**Tract 2 (Parcel No. 2F221512-2009)**

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

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

**Tract 3 (2F221512-2003)**

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

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

**Tract 4A (2F221514-3005)**

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

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



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

**Tract 4B (2F221514-3004)**

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

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

**Tract 5 (2F221513-1002)**

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

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

**Tract 6 (2F221513-2001)**

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

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



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

ALSO: ANNEXATION ORDINANCE 2067

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

ALSO: ANNEXATION ORDINANCE 2081

**Tract 1 (Parcel No. 2F221435-2002)**

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

**Tract 2 (Parcel No. 2F221435-2009)**

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

ALSO: ANNEXATION ORDINANCE 2105

**Tract (Parcel No. 4F211513-3001)**

The North Half of the Northeast Quarter of Section 13, Township 15 South, Range 21 East, Johnson County, Kansas, EXCEPT that part described as follows:

All that part of the Northeast Quarter of Section 13, Township 15, Range 21, Johnson County, Kansas, more particularly described as follows:

Beginning at a point on the East line of said Northeast 1/4 of said Section 13 and 376.40 feet South of the Northeast corner thereof; thence West a distance of 35.00 feet; thence



South parallel to the East line of said Northeast 1/4 a distance of 200 feet; thence East a distance of 35.00 feet; thence North along the East line of said Northeast 1/4 a distance of 200.00 feet to the point of beginning, all subject to that part thereof dedicated for existing public road right-of-way containing 0.161 acres, including 0.092 acres, more or less, of existing public road right-of-way and 0.069 acres, more or less, of new right-of-way.

ALSO: ANNEXATION ORDINANCE 2110

**Tract (Parcel No. 4F221504-4003)**

THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 4, TOWNSHIP 15, RANGE 22, EDGERTON, JOHNSON COUNTY, KANSAS.

EXCEPT,

A TRACT OF LAND SITUATED IN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 15 SOUTH, RANGE 22 EAST OF THE SIXTH PRINCIPAL MERIDIAN, IN JOHNSON COUNTY, KANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER, OF THE SOUTHEAST QUARTER OF SAID SECTION 4; THENCE SOUTH 88°29'12" WEST (ALL BEARINGS DESCRIBED HEREIN ARE REFERENCED TO THE JOHNSON COUNTY HORIZONTAL CONTROL NETWORK AS PUBLISHED AUGUST 1998) ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 4, A DISTANCE OF 662.04 FEET TO THE TRUE POINT OF BEGINNING, SAID POINT BEING THE SOUTHWEST CORNER OF THE EAST 20 ACRES OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 4; THENCE CONTINUING SOUTH 88°29'12" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 655.67 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 4; THENCE NORTH 02°11 '59" WEST ALONG THE WEST LINE OF THE SOUTHEAST QUARTER, OF THE SOUTHEAST QUARTER OF SAID SECTION 4, A DISTANCE OF 1,316.77 FEET TO THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER, OF THE SOUTHEAST QUARTER OF SAID SECTION 4; THENCE SOUTH 88°31'47" EAST ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 4, A DISTANCE OF 655.44 FEET TO THE NORTHWEST CORNER OF THE EAST 20 ACRES OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 4, THENCE SOUTH 02°12'35" EAST ALONG THE WEST LINE OF SAID EAST 20 ACRES, A DISTANCE OF 1,316.28 FEET TO THE TRUE POINT OF BEGINNING, EXCEPT THAT PART IN ROAD.

AND EXCEPT,

A tract of land in the Southeast Quarter of Section 4, Township 15 South, Range 22 East of the 6th P.M., described as follows: BEGINNING at the Southeast corner of said Quarter Section; FIRST COURSE, thence on an assumed bearing of South 88 degrees 29 minutes 07 seconds West, 656.98 feet along the South line of said Quarter Section; SECOND COURSE, thence North 01 degree 30 minutes 53 seconds West, 20.00 feet to the Northerly right of way line of existing 199th Street; THIRD COURSE, thence North 61 degrees 55 minutes 13 seconds East, 111.80 feet; FOURTH COURSE, thence North 88 degrees 29 minutes 07 seconds East, 350.00 feet; FIFTH COURSE, thence North 70



degrees 39 minutes 15 seconds East, 194.76 feet to the Westerly right of way line of existing Homestead Lane; SIXTH COURSE, thence North 02 degrees 12 minutes 32 seconds West, 1186.18 feet along said Westerly right of way line to the North line of the Southeast Quarter of said Southeast Quarter Section; SEVENTH COURSE, thence North 88 degrees 31 minutes 39 seconds East, 20.00 feet along said North line to the Northeast corner of said Southeast Quarter of the Southeast Quarter Section; EIGHTH COURSE, thence South 02 degrees 12 minutes 32 seconds East, 1315.81 feet along the East line of said Quarter Section to the POINT OF BEGINNING.

NOTE: THIS (2022 YEAR END BOUNDARY) WAS PREPARED BY AL DIEBALL, PS 758, ON DECEMBER 5, 2022, FOR THE PURPOSE OF DEFINING THE BOUNDARY FOR THE CITY OF EDGERTON, KANSAS. NO FIELDWORK WAS PERFORMED AT THIS TIME AND THIS DESCRIPTION DOES NOT MEET THE REQUIREMENTS OF K.S.A. 19-1434 THAT REQUIRES A SURVEY TO BE FILED WHEN CREATING A NEW PARCEL TO TRANSFER PROPERTY.



## City Council Action Item

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**Council Meeting Date:** December 8, 2022

**Department:** Administration

### **Agenda Item: Consider Letter of Understanding with Johnson County Human Services for 2023 Utility Assistance**

**Background/Description of Item:**

Each year the City includes an amount in the budget for the Utility Assistance Program administered by Johnson County Human Services (JCHS). Funds sent to JCHS are put in an account for Edgerton residents who meet the utility assistance program eligibility criteria. Only Edgerton residents receive assistance from the funds the City sends to JCHS. Funds not used during the current year will rollover to the next. As of September 30, 2022, City of Edgerton has \$1,830.72 funds remaining.

Given the circumstances of the last couple years and the need for assistance in the community, qualifying residents are eligible for \$450 of utility assistance (\$300 county/\$150 city).

City contributions for the last five years are listed below.

2017	\$0
2018	\$0
2019	\$3,000
2020	\$2,000
2021	\$2,000
2022	\$2,000

The Adopted Budget includes \$1,500 for utility assistance.

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

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

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**Funding Source:** General Fund – Administration – Community Assistance Programs

**Budget Allocated:** \$1,500



x *Karen E. Kindle*

**Finance Director Approval:** Karen Kindle, Finance Director

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**Recommendation: Approve the 2023 Letter of Understanding with Johnson County Human Services for Utility Assistance**

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

**Prepared by:** Alexandria Clower, City Clerk



**Letter of Understanding**  
**JOHNSON COUNTY UTILITY ASSISTANCE PROGRAM**  
**2023 Program Year**

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

The parties do mutually agree as follows:

**ELIGIBILITY**

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

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

**BENEFITS & SERVICES PROVIDED**

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

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

**CONSIDERATION**

In consideration of the above provisions, the City will contribute \$ \_\_\_\_\_ for the services listed in this Letter of Understanding for calendar year of 2023. At the end of the program year, any City contributed unobligated funds will automatically be transferred to the next program year or, upon request, returned to the City.



**SPECIAL PROVISIONS**

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

Executed in duplicate and on the date listed below:

**City of Edgerton**

**Johnson County Aging & Human Services**

\_\_\_\_\_  
Name

*Timothy W. Wholf*

Timothy W. Wholf (Nov 10, 2022 10:11 CST)

\_\_\_\_\_  
Timothy Wholf, Director

\_\_\_\_\_  
Title

Date \_\_\_\_\_



# Johnson County Utility Assistance Program

## Utility Assistance – Master Guidelines & Procedures

*Reviewed Oct 2022 – Johnson County Funding allocation up to \$300 per household per calendar year until further notice.*

**Purpose:** The purpose of the Johnson County Utility Assistance Program is to assist low-income Johnson County households in paying their energy bills. Miami County clients that live in Spring Hill can be helped but cannot use Johnson County funds to pay their energy bills.

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

## ELIGIBILITY

### Income

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



No exceptions	No exceptions are made to the income guidelines. If an extraordinary circumstance exists, the intake worker will try to find alternative sources of financial assistance. Sources may include CFSS emergency assistance funds, churches, the Salvation Army, and Catholic Community Services.
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### Utility Account

Account status	The utility account must be past due, have a disconnect notice, or be disconnected from service. The utility bill must be paid down to last remaining amount which equals funding available (\$450 or \$500 (Gardner & Roeland Park ONLY)).
Early payment	Payment of a bill before it is past due (no more than 10 business days ahead) is allowed <i>if the client is in jeopardy of being removed from a payment plan. Intake worker will make record of this in case note.</i>
Account billing information	The utility account must be in the name of an adult resident of the household (age 18 or older). The utility billing name must match the name of the person applying for the assistance. If another adult in the household attends the UA meeting on behalf of the person on the bill, the residence of the person attending must be confirmed. <i>Utility accounts in children's names or in the names of persons other than adults residing in the household are not eligible for assistance.</i>
Account transfer	Outstanding utility bills transferred from another residence are not eligible for assistance.
Self-payment	Regular payments to utility providers show a good-faith effort to pay for energy used. Therefore, the UA applicant must have made at least one payment to the utility provider in the previous three months. The intake worker must receive a receipt of payment from the client or from the utility company before pledging UA funds. LIEAP (Low Income Energy Assistance Program) payments can qualify as a payment made within the last 90 days. The exception should be noted in a case note



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

<b>Household UA Allocation per City</b>			
<b>City</b>	<b>Allocation / Household</b>	<b>City</b>	<b>Allocation / Household</b>
De Soto	\$150	Olathe	\$150
Edgerton	\$150	Overland Park	\$150
Fairway	\$150	Prairie Village	\$150
Gardner	\$200	Roeland Park	\$450
Leawood	\$150	Shawnee	\$150
Lenexa	\$150	Spring Hill	\$150
Merriam	\$150	Westwood	\$150
Mission	\$150	Jo Co Wastewater	\$500
		Water District #7	\$100
		Atmos Sharing the Warmth	\$500 (Atmos MAAC - \$200)
		Dollar Aide	\$500
		Water One	\$500



## Residency

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

## Frequency

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

## APPLICANT RESPONSIBILITIES

### Documentation required

Proof of income	Applicants must provide proof of all household income for all household members age 18 or older, or complete a "No Income" waiver. High school student income is not counted. For proof of self-employment or SSDI, a bank statement showing the deposits for the past 30 days can be used for verification.
Valid Social Security number	Applicants (adults 18+) must provide proof of a valid Social Security number. Identity documentation for minors may include the following: health insurance information, school records, passport. A tax return may be used to provide proof of social security numbers. <b>Undocumented residents must show another valid form of identification (ID card from their country, student ID card, visa, etc.)</b>
Most recent utility bill or disconnect notice	Applicants must provide their most recent utility bill or a notice of disconnection. These documents will confirm residency, ownership of account, and past-due amount. Account information retrieval from the utility website is acceptable.
Payment of difference in amount due before assistance	The Johnson County Utility Assistance Program pays the <i>final</i> portion of the past-due bill. Therefore, if the Utility Assistance Program benefit amount does not cover the entire past-due amount, the applicant is responsible for paying the difference <i>before</i> receiving assistance. Example: If an applicant is past due and owes \$600, it is their responsibility to pay the bill down to \$450 (or \$500 Gardner & Roeland Park) The client would need to pay \$150 before Outreach could assist and pledge. It is preferable that the client have the bill paid down before scheduling an appointment.
Correct information submitted	If incorrect information is intentionally used to apply for utility assistance, the household will not be eligible for assistance.

## FUNDING

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

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



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

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

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

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

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

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

#### ♦ **DOLLAR AIDE/Dollar Aide Credits**

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

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

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

- Funds may only be used to pay Atmos Energy natural gas bills.
- Funds may be used for customary monthly charges, past-due amounts, late fees, deposits, and service charges.



- Beneficiaries of Share the Warmth funding must be the named person or full-time resident on the gas account for which assistance is being requested.
- Managers may request to increase \$500 Allocation/HH by submitting a Client Exception form to supervisor.
- Clients can only use these funds 3 times in a calendar year, not to exceed \$500.

#### **KC Project Warmth – for Rent only**

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

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

#### **Warmth & Light – for utilities only**

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

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

#### **COR Funds – UA and Rent (currently unavailable – 2022)**

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

### **NOTE ON FUNDING AVAILABILITY**

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

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

### **APPLICATION PROCESS SUMMARY**

1. The potential client contacts the Utility Assistance phone line (913-715-6653) to ask for assistance. The client's information is forwarded to the appropriate Outreach office.
2. If it appears that the client qualifies and the bill is paid down to the last amount of funds available, an appointment is made to complete paperwork.
3. The MAAC intake form is completed.



4. The intake worker is responsible for verification of assistance that the client has received from the Johnson County Utility Assistance in the current calendar year by checking MAACLink, so as to not exceed the maximum yearly utility assistance amount per household.
5. Once eligibility is established, a pledge may be made to the utility company.
6. The completed MAACLink form, copies of the bill or disconnect notice, proof of self-payment, and income verification are then forwarded to the Accounting Assistant for processing. From initial intake to payment to the utility company may take up to four weeks.
7. The intake worker will provide energy education and conservation materials to the client.

**NOTE:** During the Covid-19 Pandemic, primarily virtual appointments were provided. Beginning May 2022 in person appointments will resume, however, we will offer virtual appointments as needed by clients. All intake forms require either an in- person signature or use of Adobe Sign for an electronic signature. Verbal consents will no longer be permitted.



## City Council Action Item

**Council Meeting Date:** December 8, 2022

**Department:** Public Works

### Agenda Item: Consider Final Acceptance of 191<sup>st</sup> Turn Lane Public Improvements Project

**Background/Description of Item:**

On May 13<sup>th</sup>, 2021 the Edgerton City Council approved a conditional use permit for CY Edgerton, LLC (Arrowhead Intermodal Services) for the purpose of cargo container storage, repair, or maintenance.

A part of this project were the improvements to 191<sup>st</sup> Street, just East of Homestead Lane. An auxiliary lane on 191<sup>st</sup> Street was installed to assist truck traffic into the site.

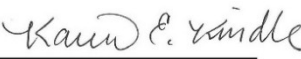
ARCO National Construction-KC started construction of the public street project with plans approved on May 5, 2022. The final punch list items were completed on November 2, 2022. BG Consultants was utilized to inspect the project, with all construction being performed per plans.

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

**Funding Source:** N/A - Funded by CY Edgerton, LLC (Arrowhead Intermodal Services)

**Budget Allocated:** N/A

**Finance Director Approval:**

x   
Karen Kindle, Finance Director

### Recommendation: Approve Final Acceptance of 191<sup>st</sup> Turn Lane Public Improvements Project

**Enclosed:** BG Final Acceptance Email

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



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**From:** Jon Carlson <jon.carlson@bgcons.com>  
**Sent:** Friday, November 4, 2022 10:12 AM  
**To:** Dan Merkh  
**Cc:** David Hamby; Trey Whitaker; Bruggen, Alex; McCleary, Bill  
**Subject:** Turn Lane West 191st Street

Dan,

To the best of my knowledge ARCO National Construction-KC has completed all work in general conformance to the plans and specifications dated May 5, 2022 that were approved by the City of Edgerton, Kansas. Work was completed as of November 2, 2022. This project can be accepted by the City of Edgerton at your discretion.

Respectfully submitted,





## City Council Action Item

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**Council Meeting Date:** December 8, 2022

**Department:** Administration

### **Agenda Item: Consider an Agreement with the Johnson County Sheriff's Department for the Provision of Law Enforcement Services for Fiscal Year 2023**

**Background/Description of Item:** The City of Edgerton contracts with the Johnson County Sheriff's Department (JCSO) to provide law enforcement services to the citizens of Edgerton. Generally the services as described in the agreement for 2023 are the same as services provided in 2022 including the "Power Shift". The agreement includes providing law enforcement duties customarily rendered by the Sheriff under the statutes of this State and the ordinances of the City.

The agreement states that generally the level of service shall be the same that is provided for the unincorporated area of the County by the Sheriff with the specific agreement that such service shall be provided within the Edgerton district on a full-time basis, twenty-four (24) hours a day. A fully-manned patrol car shall ordinarily be stationed in the Edgerton district and an additional fully-manned patrol car or patrol cars shall be available as needed from adjacent districts. The Edgerton district shall have the following boundaries: the Johnson County line on the west and south; 167th Street on the north; and Gardner Road/Center Street to the east. The 2023 Agreement also includes the same language from 2022 in Addendum Number 1 for the "Power Shift" which is a second patrol unit assigned to the residential area of Edgerton for 40 hours each week.

The 2023 Agreement includes Section 6 "Community Event Planning" related to public meetings that the City may need additional support from the Sheriff's Office. The requirement remains the same to provide sufficient advance notice of these types of events that may result in attendance by large numbers of people, that may result in the blocking of roadways or in significant vehicular traffic or that may result in increased levels of law enforcement services to appropriately police the event. Additional costs for services shall be paid as allowed by the agreement.

Same as 2022, the 2023 Agreement includes Section 8 "Responsibility of the County" to include items already been provided by JCSO such as bailiff at municipal court, enforcement of city ordinances, and hosting an annual town hall meeting. However, it also adds periodic reporting to both City Council and the City Administrator.

The City shall provide (a) an attorney serving as municipal judge; (b) an attorney to prosecute all contested cases; and (c) a designated qualified court clerk to supervise the court docket



and take responsibility for all court records. If the City fails to meet the above-mentioned standards, it is agreed that City ordinances will not be enforced by the Sheriff.

Same as 2022, the 2023 Agreement includes Section 12 "License Plate Reader Equipment" that if the City would acquire License Plate Readers that equipment would be transferred to JCSO as requested by the City. JCSO provides a similar service for Johnson County owned buildings providing the secure IT infrastructure needed for this type of equipment.

The budget highlights of the agreement are listed below. The Cost for the Total Agreement was provided by the Sheriff's Office during the preparation of the 2023 Annual Budget. Therefore, there is sufficient funding available.

<b>Term of Agreement:</b>	January 1, 2023 – December 31, 2023
<b>Cost for Policing Services:</b>	\$ 341,024
<b>Cost for "Power Shift":</b>	\$ 144,302
<b>Budgeted Overtime:</b>	\$ 5,000
<b>Total Agreement Cost:</b>	\$ 490,326

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

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

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

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**Funding Source:** General Fund, Law Enforcement Department

**Budget Allocated:** \$490,326

**Finance Director Approval:**

x   
Karen Kindle, Finance Director

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<p><b>Recommendation: Approve an Agreement with the Johnson County Board of Commissioners and the Johnson County Sheriff for the provision of law enforcement services for fiscal year 2023</b></p>
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**Enclosed:** Draft Agreement with the Johnson County Board of County Commissioners and the Johnson County Sheriff

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



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

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

**WITNESSETH:**

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

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

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

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

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

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

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

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

**3. Level and Area of Services.** Except as otherwise herein provided, the level of service shall be that same basic level of service that is and shall be, during the term of this Agreement, provided for the unincorporated area of the County by the Sheriff with the specific agreement that such service shall be provided within the Edgerton district on a full-time basis, twenty-four (24) hours a day. It is understood and agreed that a fully-manned patrol car shall ordinarily be stationed in the Edgerton district and that an additional fully-manned patrol car or patrol cars shall be



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

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

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

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

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

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

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

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

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

- (a) Provide a bailiff for Municipal Court;



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

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

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

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

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

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



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

**15. Effective Date.** Unless terminated earlier as provided for herein, this Agreement shall be effective for the period of January 1, 2023 through December 31, 2023. At the option of the City, with the consent of the County and the Sheriff, this Agreement shall be renewed for successive periods of not to exceed one year each. In the event the Sheriff fails to approve in writing such renewal within thirty (30) days of its submission to the Sheriff, this Agreement shall be null and void.

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

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

**18. Cost.** The City agrees to pay the County, subject to the limitations of paragraph 20, the amount of Three Hundred Forty-One Thousand, and Twenty-Four Dollars (\$341,024) as the costs of performing all services covered by this Agreement (excluding Addendum Number 1), and agrees to pay an additional One Hundred and Forty-Four Thousand, Three Hundred and Two Dollars (\$144,302) for the services described in the attached Addendum Number 1 to this Agreement, for a total cost (including Addendum Number 1) of Four Hundred Eighty-Five Thousand, Three Hundred and Twenty-Six Dollars (\$485,326); provided, that if the cost of providing the service under this Agreement changes, the City shall be notified of each such change in writing; provided, further, that in the event the City alters or extends its boundaries and/or requests a second unit to provide service hereunder, then the cost of performing all services covered by this Agreement may be renegotiated and mutually agreed upon, by supplemental



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

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

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

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

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

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

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

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



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

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

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

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

**CITY OF EDGERTON, KANSAS**

\_\_\_\_\_  
Donald Roberts, Mayor

ATTEST:

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

APPROVED AS TO FORM:

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



BOARD OF COUNTY COMMISSIONERS  
OF JOHNSON COUNTY, KANSAS

---

Ed Eilert, Chairman

ATTEST:

---

Lynda Sader, Deputy County Clerk

SHERIFF OF JOHNSON COUNTY, KANSAS:

---

Calvin Hayden, Sheriff

APPROVED AS TO FORM:

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Nicholas Saldan  
Assistant County Counselor



## ADDENDUM NUMBER 1

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

This patrol unit shall have the following boundaries

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

A second Patrol unit as described above would cost \$144,302. That cost was calculated as follows:

One (1) Deputy + Benefits	\$ 98,092	
Relief Deputy	\$ 19,618	(20% of primary Deputy costs)
Vehicle	\$ 3,700	(10% Vehicle Cost)
Vehicle Maint.	\$ 2,420	(Average Vehicle Cost)
Vehicle Fuel	\$ 3,549	(Average Vehicle Fuel)
Administrative	<u>\$ 16,923</u>	(13.29% of Patrol Unit cost)
Total	<u>\$ 144,302</u>	



## City Council Action Item

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**Council Meeting Date:** December 8, 2022

**Department:** Administration

### **Agenda Item: Consider a Contract with ElevateEdgerton! For Economic Development Services for 2023**

**Background/Description of Item:**

ElevateEdgerton! was formed in early 2017 as a public-private entity dedicated to driving development to Edgerton. In summer 2022, James Oltman, President for ElevateEdgerton!, presented to the Edgerton City Council the request for 2023 funding allocation as part of the annual budget process. City Council approved the 2023 Budget request to include: \$55,000 membership plus \$10,000 as special grant for targeted allocation to the Commercial Development Recruiting Fund which provides ability to leverage money from other partners for the purpose of commercial development recruitment activities. City Council also authorized \$10,000 of in-kind contribution of time from the Marketing/Communications Manager.

Similar to other partner entities, typically the City of Edgerton has done an annual agreement for this type of funding allocation. Please find enclosed a draft agreement for economic development services for 2023 with ElevateEdgerton!. The draft agreement requires ElevateEdgerton! to prepare a plan of work describing the specific deliverables for that year. Following the draft agreement is the proposed Deliverables as referenced in the agreement. The term of this agreement shall be for one year commencing on January 1, 2023 and terminating on December 31, 2023.

Attracting businesses to the City is a time-consuming process that requires specialized knowledge and strong relationships with state agencies, utilities, businesses, developers and real estate professionals. Due to the significant importance of continued development and growth of the business sector within the City, staff recommends the City Council continue to secure these services from ElevateEdgerton!.

The Agreement has been previously reviewed and approved by City Attorney. Any changes recommended for 2023 would be presented during the City Council meeting.

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

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**Funding Source:** General Fund – Economic Development

**Budget Allocated:** \$65,000

**Finance Director Approval:** x   
Karen Kindle, Finance Director

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**Recommendation: Approve a Contract with ElevateEdgerton! For Economic Development Services for 2023**

**Enclosed:** Draft Agreement with ElevateEdgerton!  
2022 Year in Review

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



## AGREEMENT

THIS CONTRACT FOR ECONOMIC DEVELOPMENT SERVICES ("Renewal") is made and entered into as of this 8<sup>th</sup> day of December, 2022, by and between the City of Edgerton, Kansas (the "City") and ElevateEdgerton! ("EDC"), a Kansas not-for-profit corporation.

EDC has been organized by representatives of the business community and certain government agencies in and around the City of Edgerton, Kansas for the purpose of promoting economic growth in the area, and

The City of Edgerton desires to procure from EDC certain services in support of the City's plan for continued economic development and growth.

Therefore, in consideration of the mutual covenants herein contained the parties agree as follows:

1. **SERVICES.** EDC agrees to provide, through its professional staff, the following services to the City:

a. **MARKETING.** EDC shall provide support to the City and its staff in marketing the business advantages to potential corporate residents, which support shall include, but is not limited to, market research, accumulation of data concerning prospective tenants, development and distribution of marketing materials, attendance at trade shows, conventions and other events where appropriate market intelligence can be gained, and other activities deemed appropriate by the parties. EDC shall initiate such activities as it deems appropriate to ensure that the City is well represented in the commercial and industrial real estate market both regionally and nationally.

b. **EXISTING BUSINESS RELATIONS.** EDC, through its professional staff, shall assist the City and its staff in establishing and maintaining relationships with the existing businesses, to assist those businesses in developing and expanding their facilities at the City and to identify and pursue potential linkages with other businesses who may be candidates for locating to the City. EDC staff shall specifically and purposefully offer its services to each and every business in the City. EDC shall develop a means of annually contacting the managers of these businesses informing them about the services available through EDC. EDC staff shall annually survey these businesses to update information about expansion opportunities.

c. **BUSINESS RECRUITMENT.** EDC shall initiate an aggressive program to identify and recruit new businesses to the City. EDC shall undertake specific efforts to identify target businesses by industry and by name, to inform those businesses of the opportunities for locating to the City, and to follow-up with qualified prospects in order to prepare development proposals. EDC staff shall participate in joint efforts at the local, regional and state levels to recruit new businesses to the City.

d. **DEVELOPMENT PROPOSALS.** EDC staff shall assist existing businesses and prospective new businesses in preparing development proposals for the consideration of the City.



EDC staff shall become familiar with every aspect of economic development as it applies to the City, and shall develop an understanding of the City's objectives in developing the commercial and industrial sectors of the City. EDC staff shall act as facilitator for prospective business development and shall assist in the presentation of the development proposal to the various jurisdictions having oversight on the development in the City. EDC staff shall strive to develop a "one-stop shopping" approach for development proposals so that a proponent of a project can get virtually all of his or her questions answered by or through EDC staff.

2. **PERFORMANCE STANDARDS.** EDC shall establish a plan of work in which the specific activities to be performed by EDC staff are delineated. Such plan of work shall specifically address the nature and scope of services to be provided to the City and shall establish performance criteria by which EDC staff's individual performance will be measured. Such plan of work shall be prepared annually and shall be subject to the approval of the City Administrator prior to adoption by the board of directors of EDC.

3. **COMPENSATION.** In consideration of the services to be provided by EDC, the City shall pay to EDC the sum of \$55,000, payable on the first day of the month of February. EDC shall prepare an invoice for the payment and submit such invoice to the City 30 days prior to the scheduled payment. The City shall also pay to EDC up to \$10,000 as special grant to the Commercial Development Recruiting Fund for the purpose of commercial development recruitment activities. EDC shall prepare an invoice for the payment and submit such invoice to the City 30 days prior to the scheduled payment.

4. **TERM.** The term of this agreement shall be for one year commencing on January 1, 2022 and terminating on December 31, 2023.

5. **RENEWAL.** This agreement may be renewed annually by mutual agreement of the parties.

6. **NO AGENCY RELATIONSHIP.** Notwithstanding anything to the contrary contained in this Agreement, EDC and its employees shall not hold itself or themselves out as, and shall not be, an agent for the City. Neither EDC nor its employees shall have authority to enter into agreements, leases, or other commitments on behalf of the City.

7. **INDEMNITY.** Each party to this agreement agrees to and shall defend and hold harmless the other for the negligent acts and omissions of such party and its agents, employees and contractors, provided, however, nothing herein shall be construed as a waiver by either party of any limitation of liability provided under the Kansas Tort Claims Act.

8. **INSURANCE.** EDC shall be solely responsible for obtaining all insurance coverages that it deems necessary or desirable in connection with its business and its obligations under this Agreement, including, but not limited to, general liability, workers compensation, and automobile liability coverage. Should it deem beneficial, the City may request copies of such insurance coverage from EDC.

9. **TERMINATION.** In the event one party breaches this Agreement the other party may declare this Agreement in default. The non-breaching party may terminate this Agreement upon thirty days notice to the breaching party and this Agreement shall thereafter terminate unless the default is cured



within such thirty days.

**10. DUTIES UPON EXPIRATION OR TERMINATION.** It is acknowledged and agreed that in the course of performing its obligations under this Agreement EDC will compile and prepare certain market information, client lists, data bases and other information relating to the City operations, businesses, prospective businesses, and other information, all of which shall become the property of the City upon the expiration or early termination of this Agreement. EDC agrees to deliver to the City all such information not later than the fifth business day following the expiration or early termination of the Agreement. All such information shall be kept confidential by EDC following the expiration or early termination of this Agreement and EDC agrees not to disclose such information to any third party except as required by law.

**11. FUNDING.** The parties acknowledge that EDC's ability to fulfill the terms of this Agreement is contingent upon continued funding by its members, and that such funding is currently primarily comprised of voluntary contributions. EDC shall make reasonable efforts to gain continuing financial support through expanded membership and through other funding sources, such as grants-in-aid and service contracts with other agencies and organizations.

**IN WITNESS WHEREOF**, the parties hereto have set their hand this 8<sup>th</sup> day of December, 2022, at Johnson County, Kansas.

ELEVATEEDGERTON!

CITY OF EDGERTON, KANSAS

\_\_\_\_\_  
James Oltman, President

\_\_\_\_\_  
Donald Roberts, Mayor

ATTEST:

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

APPROVED AS TO FORM:

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



# ELEVATE EDGERTON!

## 2022 YEAR IN REVIEW

**ELEVATE**  
**EDGERTON** KS NE

*Partnership for Economic Advancement*



Simmons Pet  
Food – 750K sq ft  
distribution center



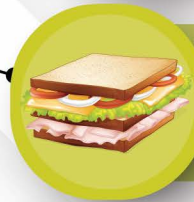
Dwyer Farms Housing  
Development



Created EDGE Grant  
Program



ITI Intermodal  
Expansion



Goodcents comes  
to Edgerton



Over **\$5,000** donated  
back to community  
organizations/events



Featured Panelist at the  
Midwest Real Estate  
Industrial Summit



## City Council Action Item

**Council Meeting Date:** December 8, 2022

**Department:** Capital Improvements

### **Agenda Item: Consider Agreement With incite Design Studio for Phase II Design Services for the Greenspace Project**

**Background/Description of Item:**

In August 2021, Edgerton City Council approved an Agreement with incite Design Studio for Phase I Design Services for the Greenspace Project. Phase I includes the finalizing of public input, schematic design, delivery method assessment, and finalizing scope and construction estimates. Phase I is complete.

In September 2022, Edgerton City Council approved an updated scope, budget and schedule for The Greenspace Project following an update from the City's Project Team at a work session in August. The presentation included a summary of the project history, including the citizen priorities from the public engagement. Experts from Henderson Building Solutions (HBS), the City's Owner Representative, discussed the current conditions of the construction market including the significant increases in Producer Price Index (PPI) and inflationary costs of non-residential construction inputs (such as steel and gypsum products).

Following that approval, the City's Project Team has been working to complete Design Development. The City is ready to move into Phase II of Design to finalize the design and prepare construction documents. Please find enclosed a draft Agreement with IDS for Phase II of Design services. A summary of services included in Phase II is included below.

- **Design Development (DD) Phase:** Illustrate and describe the development of the of the approved Schematic Design Documents. Includes drawing and documents including plans, sections, elevations, typical construction details and diagrammatic layouts of building systems to fix and describe the character of the Project as to architectural, structural, mechanical and electrical systems. Includes major materials and systems to establish their general quality levels. Update the estimate of Cost of Work.
- **Construction Documents Phase:** Prepare construction documents that illustrate and describe the approved DD and consists of Drawings and Specifications including details of the quality levels and performance criteria of materials and systems for construction of the Work. Includes Shop Drawings, Product Data, Samples and other similar submittals. Includes development and preparation of procurement information. Update the estimate of Cost of Work.
- **Procurement Phase/Competitive Bidding:** Assist in competitive bid of the Project including preparing bid documents, conducting pre-bid conference confirming responsiveness of bidders and determining successful bidder.



- **Construction Phase:** Provide administration of contract between Owner and Contractor. Architect will visit the site periodically during construction to understand the progress and quality of Work completed to ensure in accordance with the Contract Documents. Can reject Work not in compliance with the Contract Documents. Will review certificates of payment from the Contractor. Will review Contractors submittal schedule. Will review Contractor Shop Drawings, Product Data, and Samples for conformance with the Contract Documents. Will review and respond to Request for Information. Will prepare Change Orders and Construction Change Directives for the Owner's Approval and execution. Will conduct inspections to determine Substantial Completion and final inspection.

City Council previously approved \$30,600 for Phase I Services. The Agreement for Phase II would approve an additional \$584,593 For a total of \$615,193 in total design-related services. This amount is within the budgeted amount for Design Services (\$732,693) presented to City Council in August 2022. Additional details included below.

Phase I Design Services (iDS):	\$ 30,600 (previously approved by CC)
Phase II Design Services (iDS):	\$424,943
Supplemental Fee (Civil, Landscape, Splash Pad)	\$154,750
Extra Survey (414 E 4 <sup>th</sup> St)	<u>\$ 4,900</u>
	\$615,193

The above includes the following services:

- Architecture and Interior Design
- Structural Engineering
- Mechanical, Electrical, and Plumbing Engineering
- Construction Contract Negotiations
- Construction Administration
- Civil Engineering / Landscape Architecture
- Surveying / Geotechnology Engineering
- Food Service Design
- Aquatics Design

This Agreement does not include any of the following Supplement Services. If the City chose to use any of these services in the future, we would have to negotiate additional compensation or pay amount listed below prior to starting.

- Third Party Cost Estimating
- Third Party Special Inspections and Testing
- Audio / Video Equipment Design
- Technology Equipment Design
- Low Voltage / Security Equipment Design
- FFE Design
- Cooperative Purchase Coordination (5% of PO)

Staff anticipates bidding the Project in early Spring with construction to begin next summer.

This Agreement has been reviewed and approved by the City Attorney.

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

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**Funding Source:** GO Bonds



**Budget Allocated:** Design Services \$732,693; Total Project \$8,704,950

**Finance Director Approval:** x   
Karen Kindle, Finance Director

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**Recommendation: Approve Agreement With incite Design Studio for Phase II Design Services for the Greenspace Project**

**Enclosed:** Draft Agreement with Exhibit A attached

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



# **AIA**® Document B101™ – 2017

## **Standard Form of Agreement Between Owner and Architect**

**AGREEMENT** made as of the Eighth day of December in the year Two Thousand Twenty-Two

*(In words, indicate day, month and year.)*

**BETWEEN** the Architect's client identified as the Owner:  
*(Name, legal status, address and other information)*

City of Edgerton  
404 E Nelson St Edgerton, KS 66021  
Telephone Number: (913) 893-6231

and the Architect:  
*(Name, legal status, address and other information)*

incite Design Studio, Limited Liability Company  
110 W. 18th Street Kansas City, MO 64108  
Telephone Number: (816) 979-3500

for the following Project:  
*(Name, location and detailed description)*

Greenspace  
Edgerton, KS  
A new recreation/mixed-use complex for the City of Edgerton.

The Owner and Architect agree as follows.

### **ADDITIONS AND DELETIONS:**

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Init.

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**User Notes:**

(3B9ADA28)



## TABLE OF ARTICLES

- 1 INITIAL INFORMATION
- 2 ARCHITECT'S RESPONSIBILITIES
- 3 SCOPE OF ARCHITECT'S BASIC SERVICES
- 4 SUPPLEMENTAL AND ADDITIONAL SERVICES
- 5 OWNER'S RESPONSIBILITIES
- 6 COST OF THE WORK
- 7 COPYRIGHTS AND LICENSES
- 8 CLAIMS AND DISPUTES
- 9 TERMINATION OR SUSPENSION
- 10 MISCELLANEOUS PROVISIONS
- 11 COMPENSATION
- 12 SPECIAL TERMS AND CONDITIONS
- 13 SCOPE OF THE AGREEMENT

### ARTICLE 1 INITIAL INFORMATION

**§ 1.1** This Agreement is based on the Initial Information set forth in this Section 1.1.

*(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")*

**§ 1.1.1** The Owner's program for the Project:

*(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)*

See Exhibits

**§ 1.1.2** The Project's physical characteristics:

*(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)*

**§ 1.1.3** The Owner's budget for the Cost of the Work, as defined in Section 6.1:

*(Provide total and, if known, a line item breakdown.)*

See Exhibits

**§ 1.1.4** The Owner's anticipated design and construction milestone dates:

- .1 Design phase milestone dates, if any:

Init.

/



TBD

.2 Construction commencement date:

TBD

.3 Substantial Completion date or dates:

TBD

.4 Other milestone dates:

TBD

**§ 1.1.5** The Owner intends the following procurement and delivery method for the Project:  
*(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)*

General Contractor

**§ 1.1.6** The Owner's anticipated Sustainable Objective for the Project:  
*(Identify and describe the Owner's Sustainable Objective for the Project, if any.)*

**§ 1.1.6.1** If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

**§ 1.1.7** The Owner identifies the following representative in accordance with Section 5.3:  
*(List name, address, and other contact information.)*

Beth Linn  
404 E Nelson St      Edgerton, KS 66021

**§ 1.1.8** The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:  
*(List name, address, and other contact information.)*

**§ 1.1.9** The Owner shall retain the following consultants and contractors:  
*(List name, legal status, address, and other contact information.)*

.1 Geotechnical Engineer:



**.2 Civil Engineer:**

**.3 Other, if any:**

*(List any other consultants and contractors retained by the Owner.)*

**§ 1.1.10** The Architect identifies the following representative in accordance with Section 2.3:  
*(List name, address, and other contact information.)*

Patrick Smith  
110 W. 18th Street      Kansas City, MO 64108

**§ 1.1.11** The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:  
*(List name, legal status, address, and other contact information.)*

**§ 1.1.11.1** Consultants retained under Basic Services:

**.1 Structural Engineer:**

Bob D Campbell  
Chris Boos  
4338 Belleview      Kansas City, MO 64111  
Telephone Number: 816-531-4144

**.2 Mechanical Engineer:**

Smith and Boucher  
Ryan Diediker  
25501 Valley Parkway      Suite 200      Olathe, KS 66061  
Telephone Number: 913-345-2127

**.3 Electrical Engineer:**

Smith and Boucher  
Ryan Diediker  
25501 Valley Parkway      Suite 200      Olathe, KS 66061  
Telephone Number: 913-345-2127

**§ 1.1.11.2** Consultants retained under Supplemental Services:

See Exhibits

Init.



**§ 1.1.12** Other Initial Information on which the Agreement is based:

**§ 1.2** The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

**§ 1.3** The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

**§ 1.3.1** Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

**ARTICLE 2 ARCHITECT'S RESPONSIBILITIES**

**§ 2.1** The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

**§ 2.2** The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

**§ 2.3** The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

**§ 2.4** Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

**§ 2.5** The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

**§ 2.5.1** Commercial General Liability with policy limits of not less than One Million Dollars and Zero Cents (\$ 1000000.00 ) for each occurrence and Two Million Dollars and Zero Cents (\$ 2000000.00 ) in the aggregate for bodily injury and property damage.

*(Paragraph Deleted)*

**§ 2.5.3** The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

Init.



§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than One Million Dollars and Zero Cents (\$ 1000000.00 ) each accident, One Million Dollars and Zero Cents (\$ 1000000.00 ) each employee, and One Million Dollars and Zero Cents (\$ 1000000.00 ) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than Two Million Dollars and Zero Cents (\$ 2000000.00 ) per claim and Two Million Dollars and Zero Cents (\$ 2000000.00 ) in the aggregate.

§ 2.5.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

### **ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES**

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

### **§ 3.2 Schematic Design Phase Services**

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.



**§ 3.2.2** The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

**§ 3.2.3** The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

**§ 3.2.4** Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

**§ 3.2.5** Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

**§ 3.2.5.1** The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

**§ 3.2.5.2** The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

**§ 3.2.6** The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

**§ 3.2.7** The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

### **§ 3.3 Design Development Phase Services**

**§ 3.3.1** Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

**§ 3.3.2** The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

**§ 3.3.3** The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

### **§ 3.4 Construction Documents Phase Services**

**§ 3.4.1** Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the



Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

**§ 3.4.2** The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

**§ 3.4.3** During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

**§ 3.4.4** The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

**§ 3.4.5** The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

### **§ 3.5 Procurement Phase Services**

#### **§ 3.5.1 General**

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

#### **§ 3.5.2 Competitive Bidding**

**§ 3.5.2.1** Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

**§ 3.5.2.2** The Architect shall assist the Owner in bidding the Project by:

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

**§ 3.5.2.3** If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

#### **§ 3.5.3 Negotiated Proposals**

**§ 3.5.3.1** Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

**§ 3.5.3.2** The Architect shall assist the Owner in obtaining proposals by:

- .1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors;
- .3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
- .4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

**§ 3.5.3.3** If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.



## **§ 3.6 Construction Phase Services**

### **§ 3.6.1 General**

**§ 3.6.1.1** The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect’s services under this Agreement unless the Owner and the Architect amend this Agreement.

**§ 3.6.1.2** The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor’s failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect’s negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

**§ 3.6.1.3** Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect’s responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

### **§ 3.6.2 Evaluations of the Work**

**§ 3.6.2.1** The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

**§ 3.6.2.2** The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

**§ 3.6.2.3** The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect’s response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

**§ 3.6.2.4** Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect’s decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

**§ 3.6.2.5** Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

### **§ 3.6.3 Certificates for Payment to Contractor**

**§ 3.6.3.1** The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect’s certification for payment shall constitute a representation to the Owner, based on the



Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

**§ 3.6.3.2** The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

**§ 3.6.3.3** The Architect shall maintain a record of the Applications and Certificates for Payment.

#### **§ 3.6.4 Submittals**

**§ 3.6.4.1** The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

**§ 3.6.4.2** The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

**§ 3.6.4.3** If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

**§ 3.6.4.4** Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

**§ 3.6.4.5** The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

#### **§ 3.6.5 Changes in the Work**

**§ 3.6.5.1** The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to



Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

**§ 3.6.5.2** The Architect shall maintain records relative to changes in the Work.

### **§ 3.6.6 Project Completion**

**§ 3.6.6.1** The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

**§ 3.6.6.2** The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

**§ 3.6.6.3** When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

**§ 3.6.6.4** The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

**§ 3.6.6.5** Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

## **ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES**

### **§ 4.1 Supplemental Services**

**§ 4.1.1** The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

*(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)*

<b>Supplemental Services</b>	<b>Responsibility</b> <i>(Architect, Owner, or not provided)</i>
<b>§ 4.1.1.1</b> Programming	Architect
<b>§ 4.1.1.2</b> Multiple preliminary designs	Architect
<b>§ 4.1.1.3</b> Measured drawings	Architect
<b>§ 4.1.1.4</b> Existing facilities surveys	Not Provided
<b>§ 4.1.1.5</b> Site evaluation and planning	Architect
<b>§ 4.1.1.6</b> Building Information Model management responsibilities	Architect
<b>§ 4.1.1.7</b> Development of Building Information Models for post construction use	Not Provided

Init.



§ 4.1.1.8	Civil engineering	Architect - Supplemental Service
§ 4.1.1.9	Landscape design	Architect - Supplemental Service
§ 4.1.1.10	Architectural interior design	Architect
§ 4.1.1.11	Value analysis	Architect
§ 4.1.1.12	Detailed cost estimating beyond that required in Section 6.3	Architect
§ 4.1.1.13	On-site project representation	Architect - Beyond Contract
§ 4.1.1.14	Conformed documents for construction	Architect
§ 4.1.1.15	As-designed record drawings	Architect
§ 4.1.1.16	As-constructed record drawings	Architect
§ 4.1.1.17	Post-occupancy evaluation	Architect
§ 4.1.1.18	Facility support services	Not Provided
§ 4.1.1.19	Tenant-related services	Not Provided
§ 4.1.1.20	Architect's coordination of the Owner's consultants	Not Provided
§ 4.1.1.21	Telecommunications/data design	Architect - Supplemental Service
§ 4.1.1.22	Security evaluation and planning	Architect - Supplemental Service
§ 4.1.1.23	Commissioning	Architect - Supplemental Service
§ 4.1.1.24	Sustainable Project Services pursuant to Section 4.1.3	Architect - Supplemental Service
§ 4.1.1.25	Fast-track design services	Architect
§ 4.1.1.26	Multiple bid packages	Architect
§ 4.1.1.27	Historic preservation	Not Provided
§ 4.1.1.28	Furniture, furnishings, and equipment design	Architect - Supplemental Service
§ 4.1.1.29	Other services provided by specialty Consultants	Architect - Supplemental Service
§ 4.1.1.30	Other Supplemental Services	

## § 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

*(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)*

All items listed in 4.1 and not noted "Not Provided" will have the scope defined and fees determined on an as needed basis.

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

*(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)*

See Exhibits

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

## § 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in

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accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

**§ 4.2.1** Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

**§ 4.2.2** To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

**§ 4.2.3** The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Two ( 2 ) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 Zero ( ) visits to the site by the Architect during construction
- .3 Two ( 2 ) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 Two ( 2 ) inspections for any portion of the Work to determine final completion.

**§ 4.2.4** Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion



of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

**§ 4.2.5** If the services covered by this Agreement have not been completed within Thirty ( 30 ) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

## **ARTICLE 5 OWNER'S RESPONSIBILITIES**

**§ 5.1** Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

**§ 5.2** The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

**§ 5.3** The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

**§ 5.4** The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

**§ 5.5** The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

**§ 5.6** The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

**§ 5.7** If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement.

**§ 5.8** The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

**§ 5.9** The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

**§ 5.10** The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.



**§ 5.11** The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

**§ 5.12** The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

**§ 5.13** Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

**§ 5.14** The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

**§ 5.15** Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

## **ARTICLE 6 COST OF THE WORK**

**§ 6.1** For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

**§ 6.2** The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

**§ 6.3** In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

**§ 6.4** If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

**§ 6.5** If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

**§ 6.6** If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall



- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

**§ 6.7** If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

## **ARTICLE 7 COPYRIGHTS AND LICENSES**

**§ 7.1** The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

**§ 7.2** The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

**§ 7.3** The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

**§ 7.3.1** In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

**§ 7.4** Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

**§ 7.5** Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.



## ARTICLE 8 CLAIMS AND DISPUTES

### § 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

### § 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

*(Check the appropriate box.)*

☐ Arbitration pursuant to Section 8.3 of this Agreement

☒ Litigation in  
Johnson County, KS District Court

☐ Other: *(Specify)*

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.



### § 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

### § 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

**8.4 Indemnify and Hold Harmless - Architect will indemnify and save harmless Owner, its officers, elected officials, appointed officials, servants, and employees from and against damages, costs, expenses, and reasonable attorney fees to the extent resulting from: 1. a willful or negligent act or omission of the Architect, its officers, agents, servants and employees in the performance of this contract; provided, however, that the Architect shall not be liable for any suits, actions, legal proceedings, claims, demands, damages, costs, expenses and attorneys, fees arising out of the award of this contract for a willful or negligent act or omission of the Owner, its officers, agents, servants and employees. 2. any delay or expense resulting from any litigation filed against the Architect by any member or shareholder of the Architect, any prospective investor, prospective partner or joint venture partner, lender, co-proposer, company, consultant or other vendor.**

§ 8.5 The provisions of this Article 8 shall survive the termination of this Agreement.

## ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any



expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

**§ 9.2** If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for reasonable expenses incurred in the interruption and resumption of the Architect's services which were directly related to the Project. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

**§ 9.3** If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

**§ 9.4** Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

**§ 9.5** The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

**§ 9.6** If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

**§ 9.7** In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

*(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)*

.1 Termination Fee:

None

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

None

**§ 9.8** Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

**§ 9.9** The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

## **ARTICLE 10 MISCELLANEOUS PROVISIONS**

**§ 10.1** This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

**§ 10.2** Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction.

**§ 10.3** The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.



§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

## ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

.1 Stipulated Sum  
(Insert amount)

.2 Percentage Basis  
(Insert percentage value)

( ) % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

.3 Other  
(Describe the method of compensation)



Stipulated Sum - See Exhibits for breakdown.

**§ 11.2** For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:

*(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)*

The scope will be defined and fees determined on an as needed basis.

**§ 11.3** For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:

*(Insert amount of, or basis for, compensation.)*

The scope will be defined and fees determined on an as needed basis.

**§ 11.4** Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus Five percent ( 5.00%), or as follows:

*(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)*

**§ 11.5** When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	Twenty	percent (	20	%)
Design Development Phase	Twenty	percent (	20	%)
Construction Documents Phase	Forty	percent (	40	%)
Procurement Phase	Zero	percent (	0	%)
Construction Phase	Twenty	percent (	20	%)
<hr/>				
Total Basic Compensation	one hundred	percent (	100	%)

**§ 11.6** When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

**§ 11.6.1** When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

**§ 11.7** The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.

*(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

See Exhibits

**Employee or Category**

**Rate (\$0.00)**

## **§ 11.8 Compensation for Reimbursable Expenses**

**§ 11.8.1** Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as

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**User Notes:**

(3B9ADA28)



follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;

*(Paragraph Deleted)*

- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .12 Other similar Project-related expenditures.

**§ 11.8.2** For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Zero percent ( 0.00 %) of the expenses incurred.

**§ 11.9 Architect's Insurance.** If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

*(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)*

Architect shall be responsible for the coverage, regardless of the limits they normally retain.

## **§ 11.10 Payments to the Architect**

### **§ 11.10.1 Initial Payments**

**§ 11.10.1.1** An initial payment of Zero Dollars and Zero Cents (\$ 0.00 ) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

**§ 11.10.1.2** If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of (\$ ) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

### **§ 11.10.2 Progress Payments**

**§ 11.10.2.1** Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Sixty ( 60 ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

*(Insert rate of monthly or annual interest agreed upon.)*

9 % per annum

**§ 11.10.2.2** The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

**§ 11.10.2.3** Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

Init.



## ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:  
(Include other terms and conditions applicable to this Agreement.)

## ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect
- .2 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

(Insert the date of the E203-2013 incorporated into this agreement.)

- .3 Exhibits:

(Check the appropriate box for any exhibits incorporated into this Agreement.)

☐ AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:

(Insert the date of the E204-2017 incorporated into this agreement.)

☒ Other Exhibits incorporated into this Agreement:

(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

See Exhibits

- .4 Other documents:

(List other documents, if any, forming part of the Agreement.)

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

Beth Linn, City Administrator

(Printed name and title)

ARCHITECT (Signature)

Patrick Smith, Office Director

(Printed name, title, and license number, if required)



**EXHIBIT “A”**

City of Edgerton - The Greenspace  
 December 8th, 2022

incite Design Studio (IDS) is pleased to submit this proposal to provide Architecture / Engineering Services for the above-referenced project. This proposal summarizes understanding of the project and presents anticipated scope of Work. Also included are Typical Fees, an estimated cost for Services, and Notice to Proceed. Please provide your authorization to proceed with the Services by returning a signed and dated copy of this agreement.

**Scope of Work:**

Scope includes design services for a new gathering space/recreational complex for the City of Edgerton.

**General Conditions:**
**Additional Services:**

Should the scope of work or project change appreciably, or should the Owner request additional services, additional time and compensation would be required. The fees for the additional services shall be negotiated prior to work commencement. IDS will notify the Owner if this occurs & will not proceed without approval.

**Reimbursables:**

The following items will be reimbursed by the owner at cost with no markup:

- Printing
- Courier Service (if needed)

**Fee for “The Greenspace”**

IDS and the City of Edgerton have agreed to enter into a lump sum agreement for compensation. The amount is specified as follows:

a. Phase I Basic Design Services	\$30,600
b. Phase II Basic Design/CA Services	\$424,943 (\$455,543 minus Phase I)
c. Addt'l Basic Services	\$154,750
d. Survey and Geotech	Included above
e. <u>Extra Survey SE only</u>	<u>\$4,900</u>
Total Fee	<b>\$615,193</b>

**Services Provided:**
**Basic Services (included in fees):**

- Architecture and Interior Design
- Structural Engineering
- Mechanical, Electrical, and Plumbing Engineering
- Construction Contract Negotiations
- Construction Administration
- Civil Engineering / Landscape Architecture
- Surveying / Geotechnology Engineering
- Food Service Design
- Aquatics Design

**Supplemental Services (if required):**

- Third Party Cost Estimating
- Third Party Special Inspections and Testing
- Audio / Video Equipment Design
- Technology Equipment Design
- Low Voltage / Security Equipment Design
- FFE Design
- Cooperative Purchase Coordination (5% of PO)
  - Including, but not limited to:
    - Furniture, Fixtures and Equipment (FFE)
    - AV Equipment
    - Low Voltage / Security Equipment
    - Playground Equipment
    - Roofing Materials



## City Council Action Item

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**Council Meeting Date:** December 8, 2022

**Department:** Capital Improvements

### **Agenda Item: Consider Agreement With Henderson Building Solutions for Greenspace Project to Provide Owners Representative Services During the Construction Phase**

**Background/Description of Item:**

In November 2021, Edgerton City Council approved an Agreement with Henderson Building Solutions (HBS) for Owner Representative Services for the Greenspace Project. That Agreement included Owners Representative Services only for Pre-Construction Phase in support of the Phase I Design Services Agreement with incite Design Studio.

As the Project prepares for the Construction Phase, staff would recommend entering into an Agreement with HBS to provide Owners Representative Services for the Construction Phase of the Project. HBS brings significant experience in vertical construction and is crucial to the successful completion of the project, staying within the budget and schedule.

The Agreement includes the following Owner's Representative services:

- Represent Client at Owner/Architect/Contractor progress meetings
- Visit construction site weekly to assess and document progress and quality of work.
- Advise Client on the need for, and appropriateness of, scope involved in all proposed change orders. Architect shall maintain responsible for advising Client on the appropriateness of add/deduct costs presented to the Client.
- Present updates to staff/city council, in writing or in-person, on status of project progression relative to current construction schedule. Client to define type/frequency of updates.
- Advise Client on responses to questions from the design team or contractor during the course of construction, whether informal or formalized via RFI, etc.
- Assist Owner in preparing correspondence requesting Client initiated change orders that may impact cost or duration of the project.
- Represent the Client as the Architect prepares punch-list(s) and assist Client in verifying all punch list items have been appropriately resolved.
- Other items as requested by the Client

This agreement structures payment for Owner's Representative services similar to City Engineer services where City pays only for hours provided. HBS has agreed to a Not-to-Exceed amount for the Agreement of \$140,000 based on projected hours needed for estimated



construction schedule. This amount is within the budgeted amount for Construction Administration and Inspection Services (\$239,558) presented to City Council in August 2022.

In addition to this Agreement, staff anticipates bringing to a future council meeting an additional Agreement for Construction Phase Services with HBS for Testing and Balancing (TAB) and Commissioning (Cx) of equipment for the building.

The Agreement is still pending review by City Attorney.

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

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**Funding Source:** GO Bonds

**Budget Allocated:** Construction Administration and Inspection \$236,558;  
Total Project \$8,704,950

**Finance Director Approval:** ☒   
Karen Kindle, Finance Director

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**Recommendation: Approve Agreement With Henderson Building Solutions for Greenspace Project to Provide Owners Representative Services During the Construction Phase with a Not-to-Exceed Amount of \$140,000**

**Enclosed:** Draft Agreement for Professional Services

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



**PROFESSIONAL  
SERVICES  
AGREEMENT  
CONSULTANT-CLIENT**

**THIS PROFESSIONAL SERVICES AGREEMENT (this "Agreement")** is made and entered into as of the \_\_\_\_\_ day \_\_\_\_\_, \_\_\_\_\_ (the "Effective Date") by and between Henderson Building Solutions LLC., party of the first part, (the CONSULTANT), and CITY OF EDGERTON, KANSAS, party of the second part, (the CLIENT).

WHEREAS, the CLIENT is authorized and empowered to contract with the CONSULTANT for the purpose of obtaining Professional Services for the following improvement/services (hereinafter referred to as the "Project"):

Professional (Owners Representation) Services for the construction of The Greenspace project on an hourly basis with scope and rates as defined in Exhibit 1 and Exhibit 3 respectively.

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

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

Exhibits 1 through 4



## SECTION 1 – DEFINITIONS

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

- 1.1 "Additional Services" means any Services requested by the CLIENT which are not covered by **Exhibit 1** of this Agreement.
- 1.2 "Agreement" means this contract and includes change orders issued in writing.
- 1.3 "CLIENT" or "Client" means the City of Edgerton.
- 1.4 "CONSULTANT" or "Consultant" means the company identified on page 1 and any additional parties they might employ (upon the approval of CLIENT) to perform pursuant to this contract.
- 1.5 "Contract Documents" means those documents so identified in the Agreement for this Project. Terms defined in General Conditions shall have the same meaning when used in this Agreement unless otherwise specifically stated or in the case of a conflict in which case the definition used in this Agreement shall prevail in the interpretation of this Agreement.
- 1.6 "Engineering Documents" or "Architectural Documents" or "Survey Documents" means plans, specifications, reports, drawings, tracings, designs, calculations, computer models, sketches, notes, memorandums or correspondence related to the work described in Exhibit 1 attached hereto.
- 1.7 "Consulting Services" or "Engineering Services" or "Architectural Services" or "Survey Services" means the professional services, labor, materials, supplies, testing and other acts or duties required of the CONSULTANT under this Agreement, together with Additional Services as CLIENT may request and evidenced by a supplemental agreement pursuant to the terms of this Agreement.
- 1.8 "Services" is a description of the required work as shown in **Exhibit 1**.

## SECTION 2 – RESPONSIBILITIES OF CONSULTANT

- 2.1 SCOPE OF SERVICES: The CONSULTANT shall furnish and perform the various Professional Services of the Project to which this Agreement applies, as specifically provided in **Exhibit 1** for the completion of the Project.
- 2.2 GENERAL DUTIES AND RESPONSIBILITIES
  - 2.2.1. **Personnel:** The CONSULTANT shall assign qualified personnel to perform professional Services concerning the Project. At the time of execution of this Agreement, the parties anticipate that the following individual will perform as the principal point of contact on this Project.

Name: Joseph Chick  
Address: 10901 West 84<sup>th</sup> Terrace, Suite 300  
Lenexa, KS 66214  
Phone: 913.742.5159



- 2.2.2. **Standard of Care:** In the performance of professional Services, CONSULTANT will use that level of care and skill ordinarily exercised by reputable members of CONSULTANT's profession currently practicing in the same locality under similar conditions.
- 2.2.3. **Independent Contractor:** The CONSULTANT is an independent contractor and as such is not an employee of the Client.
- 2.2.4. **Insurance:** CONSULTANT will maintain insurance for this Agreement, as specifically provided in **Exhibit 2**.
- 2.2.5. **Subcontracting of Service:** The CONSULTANT shall not subcontract or assign any of the Services to be performed under this Agreement without first obtaining the approval of the Client regarding the Services to be subcontracted or assigned and the firm or person proposed to perform the Services. Neither the CLIENT nor the CONSULTANT shall assign any rights or duties under this Agreement without the prior consent of the other party.
- 2.2.6. **Endorsement:** When applicable, the CONSULTANT shall sign and seal final plans, specifications, estimates and data furnished by the CONSULTANT according to Kansas Statutes and Rules and Regulations.
- 2.2.7. **Force Majeure:** Should performance of Services by CONSULTANT be affected by causes beyond its reasonable control, Force Majeure results. Force Majeure includes, but is not restricted to, acts of God; acts of a legislative, administrative or judicial entity; fires; floods; labor disturbances; epidemics; and unusually severe weather. CONSULTANT will be granted a reasonable time extension and the parties will negotiate an equitable adjustment to the price of any affected Work Order, where appropriate, based upon the effect of the Force Majeure on performance by CONSULTANT.
- 2.2.8. **Inspection of Documents:** The CONSULTANT shall maintain Project records for inspection by the CLIENT during the contract period and for five (5) years from the date of final payment.

## **SECTION 3 – CLIENT RESPONSIBILITIES**

### **3.1 GENERAL DUTIES AND RESPONSIBILITIES**

- 3.1.1. **Communication:** The CLIENT shall provide to the Consultant information and criteria regarding the CLIENT's requirement for the Project; examine and respond in a timely manner to the Consultant's submissions and give notice to the Consultant whenever the CLIENT observes or otherwise becomes aware of any defect in the Services. The CLIENT represents that all information they provide is accurate. CONSULTANT'S review and use of the information will be to the standard of care and any delays or additional costs due to inaccurate information will be the responsibility of the CLIENT.
- 3.1.2. **Access:** The CLIENT will provide access agreements for the Consultant to enter public and private property when necessary.
- 3.1.3. **Duties:** The CLIENT shall furnish and perform the various duties and Services in all phases of the Project which are outlined and designated in Exhibit 1 as the CLIENT's responsibility.
- 3.1.4. **Program and Budget:** The CLIENT shall provide full information stating the CLIENT's objectives, schedule, budget with reasonable contingencies and necessary design criteria so that CONSULTANT is able to fully understand the project requirements.



- 3.1.5. **Testing:** Any additional tests required to supplement the Scope of Services or tests required by law shall be furnished by the CLIENT.
- 3.1.6. **Legal, Insurance, Audit:** The CLIENT shall furnish all legal, accounting and insurance counseling Services as may be necessary at any time for the Project. The CLIENT shall furnish all bond forms required for the Project.
- 3.1.7. **Project Representative:** The CLIENT will assign the person indicated below to represent the CLIENT in coordinating this Project with the CONSULTANT, with authority to transmit instructions and define policies and decisions of the CLIENT.

Name: Scott Crain, PE  
Address: 10901 West 84<sup>th</sup> Terrace, Suite 300  
Lenexa, KS 66214  
Phone: 913.314.2830

## **SECTION 4 – PAYMENT**

### **4.1 COMPENSATION**

- 4.1.1. **Fee and Expense:** The CLIENT agrees to pay the CONSULTANT a fee based on the actual hours expended on the Project at the rates indicated in the attached Fee Schedule; Exhibit 3 and the actual reimbursable expenses permitted under this Agreement and incurred on the Project. This fee is based on the scope of Services outlined in Exhibit 1 of this Agreement. Payment is due within thirty (30) days of billing by the CONSULTANT and any late payment will incur an interest charge of one (1) percent per month.
- 4.1.2. **Hourly Rate:** Any Additional Services which are not set forth in this Agreement will be charged on the basis of the hourly rate schedule attached hereto as Exhibit 3. No Additional Services or costs shall be incurred without proper written authorization of the CLIENT.
- 4.1.3. **Reimbursable Expenses:** Reimbursable expenses shall be charged following approval by CLIENT. Reimbursable expenses include, but are not limited to, expenses of transportation in connection with the Project; expenses in connection with authorized out-of-town travel; expenses of printing and reproductions; postage; expenses of renderings and models requested by the CLIENT and other costs as authorized by the CLIENT.
- 4.1.4. **Billing:** CONSULTANT shall bill the CLIENT monthly for services and reimbursable expenses according to **Exhibit 3**. The bill submitted by CONSULTANT shall itemize the services and reimbursable expenses for which payment is requested, notwithstanding any claim for interest or penalty claimed in a CONSULTANT's invoice. The CLIENT agrees to pay within thirty (30) days of billing by the CONSULTANT and any late payment will incur an interest charge of one and (1) percent per month.
- 4.1.5. **Change in Scope:** For modifications in authorized scope of services or project scope and/or modifications of drawings and/or specifications previously accepted by the CLIENT, when requested by the CLIENT and through no fault of the CONSULTANT, the CONSULTANT shall be compensated for time and expense required to incorporate such modifications at CONSULTANT's standard hourly rates per Exhibit 3. CONSULTANT shall correct or revise errors or deficiencies in its designs, drawings or specifications without additional compensation when due to CONSULTANT's negligence, error or omission.



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

## SECTION 5 – MUTUAL PROVISIONS

### 5.1 TERMINATION

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

The CONSULTANT reserves the right to terminate this Agreement based on any material breach by the CLIENT, but only upon giving notice to CLIENT of the alleged breach and providing CLIENT thirty (30) days to cure such alleged breach.

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

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

### 5.2 DISPUTE RESOLUTION

- 5.2.1. If a claim, dispute or controversy arises out of or relates to the interpretation, application, enforcement or performance of Services under this Agreement, CONSULTANT and CLIENT agree first to try in good faith to settle the dispute by negotiations between senior management of CONSULTANT and CLIENT. If such negotiations are unsuccessful, CONSULTANT and CLIENT agree to attempt to settle the dispute by good faith mediation. If the dispute cannot be settled through mediation, and unless otherwise mutually agreed, the dispute shall be settled by litigation in an appropriate court in Kansas. Except as



otherwise provided herein, each party shall be responsible for its own legal costs and attorneys' fees.

### 5.3 OWNERSHIP OF INSTRUMENTS OF SERVICE

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

### 5.4 INDEMNIFY AND HOLD HARMLESS

5.4.1. CLIENT shall indemnify and hold CONSULTANT, its officers and employees harmless from and against any claim, judgment, demand or cause of action to the extent caused by: (i) CLIENT's breach of this Agreement; (ii) the negligent acts or omissions of CLIENT or its employees, contractors or agents.

5.4.2. CONSULTANT shall indemnify and hold CLIENT and its employees and officials from loss to the extent caused by: (i) CONSULTANT'S breach of this Agreement; (ii) incurred as a result of the negligence, errors or omissions of the CONSULTANT, its officers or employees in performance of Services pursuant to this Agreement.

### 5.5 ENTIRE AGREEMENT

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

### 5.6 APPLICABLE LAW

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

### 5.7 ASSIGNMENT OF AGREEMENT

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

### 5.8 NO THIRD PARTY BENEFICIARIES

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

### 5.9 COMPLIANCE WITH LAWS

5.10.1 CONSULTANT shall abide by known applicable federal, state and local laws, ordinances and regulations applicable to this Project until the Consulting Services required by this Agreement are completed consistent with the Professional Standard of Care. CONSULTANT



shall secure occupational and professional licenses, permits, etc., from public and private sources necessary for the fulfillment of its obligations under this Agreement.

5.10 TITLES, SUBHEADS AND CAPITALIZATION

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

5.11 SEVERABILITY CLAUSE

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

5.12 FIELD REPRESENTATION

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

5.13 HAZARDOUS MATERIALS

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

5.14 AFFIRMATIVE ACTION

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

5.15 SPECIAL PROVISIONS

5.15.1. Special Provisions may be attached and become a part of this agreement as **Exhibit 4**.



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

**CONSULTANT:**

**CLIENT:**

**Henderson Building Solutions, LLC**  
**(Firm Name)**

**City of Edgerton, Kansas**

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

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

Printed Name: Stephen E. Hancock

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

Title: President

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

END OF CONSULTANT-CLIENT AGREEMENT



## **EXHIBIT 1 SCOPE OF SERVICES**

### Scope of Services

The Consultant will provide hourly construction Owners Representative support, as may be requested by the Client, in the following areas...

1. Represent Client at Owner/Architect/Contractor progress meetings.
2. Visit construction site weekly to assess and document progress and quality of work.
3. Advise Client on the need for, and appropriateness of, scope involved in all proposed change orders. Architect shall maintain responsible for advising Client on the appropriateness of add/deduct costs presented to the Client.
4. Present updates to staff/city council, in writing or in-person, on status of project progression relative to current construction schedule. Client to define type/frequency of updates.
5. Advise Client on responses to questions from the design team or contractor during the course of construction, whether informal or formalized via RFI, etc.
6. Assist Owner in preparing correspondence requesting Client initiated change orders that may impact cost or duration of the project.
7. Represent the Client as the Architect prepares punch-list(s) and assist Client in verifying all punch list items have been appropriately resolved.
8. Other items as requested by the Client.

### Excluded services

1. Validation of construction cost appropriateness related to post-bid scope changes.
2. All responsibilities of the Architect as defined in their agreement with the Client.
3. All responsibilities of the Contractor as defined in their agreement with the Client.



## **EXHIBIT 2**

### **CITY OF EDGERTON, KS INSURANCE REQUIREMENTS FOR DESIGN & CONSULTING SERVICES - 2020**

Consultant shall procure and maintain at its sole cost and expense, the following insurance coverage for the duration of the project and for a period of at least two (2) years (five years for professional liability insurance) following termination of this agreement, with minimum acceptable limits as follows:

**(1) COMMERCIAL GENERAL LIABILITY**

\$1,000,000 Per Occurrence

\$2,000,000 Aggregate

Coverage shall be written on ISO occurrence form CG 0001 or equivalent. Endorsements or policy provisions that limit contractual liability are not acceptable. It shall also name City, its officers, officials, employees, and agents as additional insureds on a primary basis, not contributing with any insurance maintained by the additional insured, using ISO additional insured endorsement CG 2010, or its equivalent, copies of which are required to be attached to the certificate of insurance.

**(2) WORKERS COMPENSATION - STATUTORY & EMPLOYERS LIABILITY**

\$100,000 Each Accident

\$500,000 Policy Limit - Disease

\$100,000 Each Employee – Disease

Coverage shall apply to all workers and employees related to the work, including sole proprietors, partners, members of an LLC, and officers of a corporation, regardless of whether or not such persons come under the statutory requirements to carry this coverage. Firms domiciled outside the state of Kansas must have "other states" coverage in effect.

**(3) PROFESSIONAL LIABILITY / ERRORS & OMISSIONS**

\$1,000,000 Per Claim

\$2,000,000 Aggregate

This coverage, shall apply to actual or alleged negligent wrongful acts, errors or omissions resulting in claim(s) for damages related to the work involving the operations of Consultant, and/or its sub-Consultant(s) if any are utilized in the completion of the work. If such policy is "claims-made" form, the retroactive date must be shown and must be before the date of the Agreement or the beginning of work set forth in the Agreement. This insurance must be maintained and evidence of insurance must be provided for at least Five (5) years after termination of this Agreement. If coverage is canceled or non-renewed and not replaced with another "claims-made" policy form with a Retroactive Date prior to the Agreement effective date, Consultant must purchase "extended reporting period" (tail) coverage for a minimum period representing at least Five (5) years after termination of this agreement.



**CITY OF EDGERTON, KS**  
**INSURANCE REQUIREMENTS FOR DESIGN & CONSULTING SERVICES – 2020, CONT'D**

**(4) WAIVER OF SUBROGATION**

Consultant, and in addition, its insurers, through policy endorsement, and to the fullest extent permitted by law, waives all rights against City, its officers, officials, employees, and agents for recovery of damages to the extent that these damages are covered by commercial general liability, commercial umbrella liability, business auto liability or workers compensation and employers liability insurance maintained per the requirements stated above.

**(5) CERTIFICATE OF INSURANCE**

Prior to commencing the work, Consultant shall furnish an acceptable certificate(s) of insurance, identifying insurers that write Consultant's coverages, with minimum Best's Guide Rating of A- and Class VIII or better, and authorized to do business in the state of Kansas. Certificate will evidence the required coverage and endorsements stated above. Should any of the above-described policies be cancelled or non-renewed, the City shall first be provided 30 days prior written notice, except 10 days for non-payment of premium. This cancellation provision shall be indicated on the certificate of insurance. City also reserves the right to obtain copies of Consultant's policies to validate coverage in effect if certificates are ambiguous. Annually, Consultant agrees to provide a new/replacement formal certificate of insurance five (5) days prior to the expiration date. If any portion of the work is to be subcontracted, Consultant shall require that the subcontracted Consultant(s) shall comply with the same indemnification agreement terms and be required to provide and maintain all insurance coverages and provisions as stated above, with a formal certificate of insurance acceptable to City evidencing same. Self-Insured retentions must be declared to and approved by City. If consultant is self-insured for any of the above coverages, such self-insurance must be approved by City, which may require written guarantees for payment of self-insured losses and related investigation, administration, and defense costs. And it must provide claims handling procedures acceptable to the City. Acceptance of any certificate that does not comply with the above requirements shall not operate as a waiver of Consultant's obligations hereunder. And the fact that insurance is obtained by Consultant shall not be deemed to release or diminish the liability of Consultant including, without limitation, liability under the indemnity provisions of this contract. Damages recoverable by City shall not be limited by the amount of the required insurance coverage. Consultant shall notify City in writing as soon as possible after any occurrence that could potentially lead to any lawsuit and/or after it receives notice or knowledge of any demand, claim, cause of action, lawsuit, or action arising out of the work performed under this contract.



### EXHIBIT 3

### COST AND SCHEDULE

Cost: Services will be billed at the following hourly rates...

CORE RATES	
Executive	\$230.00
Director	\$215.00
Sr. Construction Manager	\$210.00
Construction Manager III	\$175.00
Construction Manager II	\$140.00
Construction Manager I	\$120.00
Administrative Specialist	\$85.00

Anticipated services include a senior construction manager @ 8 hours per week for 68 weeks + \$5,000 reimbursable expenses. Services will be billed based on actual services requested/provided.

Mileage will be billed at the rate the CONSULTANT is utilizing consistent with the time of travel.

Expenses will be billed at a 1.0 multiplier.



**EXHIBIT 4**  
**SPECIAL PROVISIONS**

**Not Used**



## City Council Action Item

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**Council Meeting Date:** December 08, 2022

**Department:** Public Works

### **Agenda Item: Consider Professional Services Agreement Between City of Edgerton and Olsson Inc. for Streetlight Study and Inventory**

**Background/Description of Item:**

On September 29, 2022 the City of Edgerton issued a Request for Qualifications seeking engineering teams for the analysis of the Streetlight Study and Inventory. The project includes the analysis of the current inventory and condition of streetlights within Edgerton City limits and the LPKC area as well.

Responses for the Request for Qualifications were due on November 03, 2022. The City received only one response to the RFQ from Olsson Inc. After reviewing the response and meeting with the team, the selection committee (Public Works Director and CIP Project Manager) recommends Olsson Inc. as the best, most qualified team for the project. Olsson has significant experience with this type of work with other municipalities of similar size and municipalities of larger populations.

The Scope of Work includes (1) existing street lighting assessment and recommendations; (2) recommendations for street lighting standards/design criteria; and (3) analysis of existing system practice and buy-out of Evergy lighting equipment. The existing street lighting assessment includes a field inventory of street lighting with information on street light pole type, luminaire type, power supply and general condition. The recommendations for street lighting standards includes working with the city to develop design criteria and specifications. These design criteria and specifications will be used to identify deficient street lighting locations and gaps within the City. Finally, Olsson will investigate the potential costs, rate of return and capital investment comparison for purchasing currently leased street lighting fixtures from Evergy. At the conclusion, Olsson will prepare a report that includes CIP plan, maps and implementation plan for all recommendations. That report will also include a summary of the buy-back review.

Enclosed is the draft Professional Services Agreement between the City of Edgerton and Olsson Inc. for the Project. The Professional Services Agreement is still under review by both Olsson and the City. All revisions are pending approval from City Engineer, City's Insurance Representative, and City Attorney.



The Project budget included in the 2023-2027 Adopted CIP is \$66,500, with 100% funding from the General Fund. Staff has reviewed the proposed scope, initially making adjustments to end up with a scope that balances good stewardship of funds while having a bill of work that still provides a reliable analysis of our inventory and tools to use in the future. After negotiation scope and fee with the consultant the price for services is \$42,385.

Upon City Attorney approval, City Staff recommends entering into a contract with Olsson Inc. to inventory the City's current streetlight assets and study the system, including overall coverage of existing lights, as well as buy-out procedures that would need to occur with Everyg.

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

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**Funding Source:** General Fund

**Budget Allocated:** \$66,500

x 

**Finance Director Approval:** Karen Kindle, Finance Director

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**Recommendation: Approve Professional Services Agreement Between City of Edgerton and Olsson Inc. for Streetlight Study and Inventory pending changes from City Attorney and Authorize the Mayor to execute the agreement.**

**Enclosed:** Draft Professional Services Agreement including Exhibit A (Scope of Services) and Exhibit B (Fee Schedule)

**Prepared by:** Brian Stanley, CIP Project Manager



**PROFESSIONAL  
SERVICES  
AGREEMENT  
CONSULTANT-CLIENT**

**THIS PROFESSIONAL SERVICES AGREEMENT (this "Agreement")** is made and entered into as of the \_\_\_\_\_ day \_\_\_\_\_, \_\_\_\_\_ (the "Effective Date") by and between \_\_\_\_\_ Olsson Inc. \_\_\_\_\_, party of the first part, (the CONSULTANT), and \_\_\_\_\_ City of Edgerton \_\_\_\_\_, party of the second part, (the CLIENT).

WHEREAS, the CLIENT is authorized and empowered to contract with the CONSULTANT for the purpose of obtaining Professional Services for the following improvement/services (hereinafter referred to as the "Project"):

Olsson Inc.

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

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



## SECTION 1 – DEFINITIONS

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

- 1.1 "Additional Services" means any Services requested by the CLIENT which are not covered by **Exhibit 1** of this Agreement.
- 1.2 "Agreement" means this contract and includes change orders issued in writing.
- 1.3 "CLIENT" or "Client" means the City of Edgerton.
- 1.4 "CONSULTANT" or "Consultant" means the company identified on page 1 and any additional parties they might employ (upon the approval of CLIENT) to perform pursuant to this contract.
- 1.5 "Contract Documents" means those documents so identified in the Agreement for this Project.. Terms defined in General Conditions shall have the same meaning when used in this Agreement unless otherwise specifically stated or in the case of a conflict in which case the definition used in this Agreement shall prevail in the interpretation of this Agreement.
- 1.6 "Engineering Documents" or "Architectural Documents" or "Survey Documents" means plans, specifications, reports, drawings, tracings, designs, calculations, computer models, sketches, notes, memorandums or correspondence related to the work described in Exhibit 1 attached hereto.
- 1.7 "Consulting Services" or "Engineering Services" or "Architectural Services" or "Survey Services" means the professional services, labor, materials, supplies, testing and other acts or duties required of the CONSULTANT under this Agreement, together with Additional Services as CLIENT may request and evidenced by a supplemental agreement pursuant to the terms of this Agreement.
- 1.8 "Services" is a description of the required work as shown in **Exhibit 1**.

## SECTION 2 – RESPONSIBILITIES OF CONSULTANT

- 2.1 SCOPE OF SERVICES: The CONSULTANT shall furnish and perform the various Professional Services of the Project to which this Agreement applies, as specifically provided in **Exhibit 1** for the completion of the Project.
- 2.2 GENERAL DUTIES AND RESPONSIBILITIES
  - 2.2.1. **Personnel:** The CONSULTANT shall assign qualified personnel to perform professional Services concerning the Project. At the time of execution of this Agreement, the parties anticipate that the following individual will perform as the principal point of contact on this Project.

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_



- 2.2.2. **Standard of Care:** In the performance of professional Services, CONSULTANT will use that level of care and skill ordinarily exercised by reputable members of CONSULTANT's profession currently practicing in the same locality under similar conditions.
- 2.2.3. **Independent Contractor:** The CONSULTANT is an independent contractor and as such is not an employee of the Client.
- 2.2.4. **Insurance:** CONSULTANT will maintain insurance for this Agreement, as specifically provided in **Exhibit 2**.
- 2.2.5. **Subcontracting of Service:** The CONSULTANT shall not subcontract or assign any of the Services to be performed under this Agreement without first obtaining the approval of the Client regarding the Services to be subcontracted or assigned and the firm or person proposed to perform the Services. Neither the CLIENT nor the CONSULTANT shall assign any rights or duties under this Agreement without the prior consent of the other party.
- 2.2.6. **Endorsement:** When applicable, the CONSULTANT shall sign and seal final plans, specifications, estimates and data furnished by the CONSULTANT according to Kansas Statutes and Rules and Regulations.
- 2.2.7. **Force Majeure:** Should performance of Services by CONSULTANT be affected by causes beyond its reasonable control, Force Majeure results. Force Majeure includes, but is not restricted to, acts of God; acts of a legislative, administrative or judicial entity; fires; floods; labor disturbances; epidemics; and unusually severe weather. CONSULTANT will be granted a reasonable time extension and the parties will negotiate an equitable adjustment to the price of any affected Work Order, where appropriate, based upon the effect of the Force Majeure on performance by CONSULTANT.
- 2.2.8. **Inspection of Documents:** The CONSULTANT shall maintain Project records for inspection by the CLIENT during the contract period and for five (5) years from the date of final payment.

## **SECTION 3 – CLIENT RESPONSIBILITIES**

### **3.1 GENERAL DUTIES AND RESPONSIBILITIES**

- 3.1.1. **Communication:** The CLIENT shall provide to the Consultant information and criteria regarding the CLIENT's requirement for the Project; examine and respond in a timely manner to the Consultant's submissions and give notice to the Consultant whenever the CLIENT observes or otherwise becomes aware of any defect in the Services. The CLIENT represents that all information they provide is accurate. CONSULTANT'S review and use of the information will be to the standard of care and any delays or additional costs due to inaccurate information will be the responsibility of the CLIENT.
- 3.1.2. **Access:** The CLIENT will provide access agreements for the Consultant to enter public and private property when necessary.
- 3.1.3. **Duties:** The CLIENT shall furnish and perform the various duties and Services in all phases of the Project which are outlined and designated in Exhibit 1 as the CLIENT's responsibility.
- 3.1.4. **Program and Budget:** The CLIENT shall provide full information stating the CLIENT's objectives, schedule, budget with reasonable contingencies and necessary design criteria so that CONSULTANT is able to fully understand the project requirements.



- 3.1.5. **Testing:** Any additional tests required to supplement the Scope of Services or tests required by law shall be furnished by the CLIENT.
- 3.1.6. **Legal, Insurance, Audit:** The CLIENT shall furnish all legal, accounting and insurance counseling Services as may be necessary at any time for the Project. The CLIENT shall furnish all bond forms required for the Project.
- 3.1.7. **Project Representative:** The CLIENT will assign the person indicated below to represent the CLIENT in coordinating this Project with the CONSULTANT, with authority to transmit instructions and define policies and decisions of the CLIENT.

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_

## SECTION 4 – PAYMENT

### 4.1 COMPENSATION

- 4.1.1. **Fee and Expense:** The CLIENT agrees to pay the CONSULTANT a fee based on the actual hours expended on the Project at the rates indicated in the attached Fee Schedule; Exhibit 3 and the actual reimbursable expenses permitted under this Agreement and incurred on the Project. This fee is based on the scope of Services outlined in Exhibit 1 of this Agreement. Payment is due within thirty (30) days of billing by the CONSULTANT and any late payment will incur an interest charge of one (1) percent per month.
- 4.1.2. **Hourly Rate:** Any Additional Services which are not set forth in this Agreement will be charged on the basis of the hourly rate schedule attached hereto as Exhibit 3. No Additional Services or costs shall be incurred without proper written authorization of the CLIENT.
- 4.1.3. **Reimbursable Expenses:** Reimbursable expenses shall be charged following approval by CLIENT. Reimbursable expenses include, but are not limited to, expenses of transportation in connection with the Project; expenses in connection with authorized out-of-town travel; expenses of printing and reproductions; postage; expenses of renderings and models requested by the CLIENT and other costs as authorized by the CLIENT.
- 4.1.4. **Billing:** CONSULTANT shall bill the CLIENT monthly for services and reimbursable expenses according to **Exhibit 3**. The bill submitted by CONSULTANT shall itemize the services and reimbursable expenses for which payment is requested, notwithstanding any claim for interest or penalty claimed in a CONSULTANT's invoice. The CLIENT agrees to pay within thirty (30) days of billing by the CONSULTANT and any late payment will incur an interest charge of one and (1) percent per month.
- 4.1.5. **Change in Scope:** For modifications in authorized scope of services or project scope and/or modifications of drawings and/or specifications previously accepted by the CLIENT, when requested by the CLIENT and through no fault of the CONSULTANT, the CONSULTANT shall be compensated for time and expense required to incorporate such modifications at CONSULTANT's standard hourly rates per Exhibit 3. CONSULTANT shall correct or revise errors or deficiencies in its designs, drawings or specifications without additional compensation when due to CONSULTANT's negligence, error or omission.



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

## SECTION 5 – MUTUAL PROVISIONS

### 5.1 TERMINATION

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

The CONSULTANT reserves the right to terminate this Agreement based on any material breach by the CLIENT, but only upon giving notice to CLIENT of the alleged breach and providing CLIENT thirty (30) days to cure such alleged breach.

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

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

### 5.2 DISPUTE RESOLUTION

- 5.2.1. If a claim, dispute or controversy arises out of or relates to the interpretation, application, enforcement or performance of Services under this Agreement, CONSULTANT and CLIENT agree first to try in good faith to settle the dispute by negotiations between senior management of CONSULTANT and CLIENT. If such negotiations are unsuccessful, CONSULTANT and CLIENT agree to attempt to settle the dispute by good faith mediation. If the dispute cannot be settled through mediation, and unless otherwise mutually agreed, the dispute shall be settled by litigation in an appropriate court in Kansas. Except as



otherwise provided herein, each party shall be responsible for its own legal costs and attorneys' fees.

### 5.3 OWNERSHIP OF INSTRUMENTS OF SERVICE

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

### 5.4 INDEMNIFY AND HOLD HARMLESS

5.4.1. CLIENT shall indemnify and hold CONSULTANT, its officers and employees harmless from and against any claim, judgment, demand or cause of action to the extent caused by: (i) CLIENT's breach of this Agreement; (ii) the negligent acts or omissions of CLIENT or its employees, contractors or agents.

5.4.2. CONSULTANT shall indemnify and hold CLIENT and its employees and officials from loss to the extent caused by: (i) CONSULTANT'S breach of this Agreement; (ii) incurred as a result of the negligence, errors or omissions of the CONSULTANT, its officers or employees in performance of Services pursuant to this Agreement.

### 5.5 ENTIRE AGREEMENT

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

### 5.6 APPLICABLE LAW

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

### 5.7 ASSIGNMENT OF AGREEMENT

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

### 5.8 NO THIRD PARTY BENEFICIARIES

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

### 5.9 COMPLIANCE WITH LAWS

5.10.1 CONSULTANT shall abide by known applicable federal, state and local laws, ordinances and regulations applicable to this Project until the Consulting Services required by this Agreement are completed consistent with the Professional Standard of Care. CONSULTANT



shall secure occupational and professional licenses, permits, etc., from public and private sources necessary for the fulfillment of its obligations under this Agreement.

5.10 TITLES, SUBHEADS AND CAPITALIZATION

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

5.11 SEVERABILITY CLAUSE

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

5.12 FIELD REPRESENTATION

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

5.13 HAZARDOUS MATERIALS

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

5.14 AFFIRMATIVE ACTION

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

5.15 SPECIAL PROVISIONS

5.15.1. Special Provisions may be attached and become a part of this agreement as **Exhibit 4**.



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

**CONSULTANT:**

**CLIENT:**

\_\_\_\_\_  
**(Firm Name)**

**City of Edgerton,  
Kansas**

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

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

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

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

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

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

END OF CONSULTANT-CLIENT AGREEMENT



# **EXHIBIT 1 SCOPE OF SERVICES**

## **City of Edgerton Street Lighting Masterplan**

This exhibit is hereby attached to and made a part of the Agreement for Professional Services dated X of X, 2022, between City of Edgerton, Kansas ("City") and Olsson, Inc. ("Olsson") providing for professional services. Olsson's Scope of Services for the Agreement is as indicated below.

### **GENERAL**

Olsson has acquainted itself with the information provided by Client relative to the project and based upon such information offers to provide the services described below for the project. Client warrants that it is either the legal owner of the property to be improved by this Project or that Client is acting as the duly authorized agent of the legal owner of such property.

### **SCOPE OF SERVICES – Complete a full assessment of the City of Edgerton's current lighting systems and provide the following:**

**Recommendations for Street Lighting Standards / Design Criteria**  
**Existing Street Lighting Assessment & Recommendations**  
**Analysis of Existing System Practice and Buy-out of Evergy Lighting Equipment**

### **Phase 100 – Project Management**

#### Project Management

Project management is responsible for coordination of the various people that are involved in the project, tracking of work completion, and project management.

#### Quality Assurance / Quality Control (QA/QC)

Quality control will be conducted throughout the project and prior to submittal of all project deliverables.

#### Monthly Progress Meetings

Olsson will lead monthly progress meetings with the city and any stakeholders to provide regular updates and resolve any outstanding questions. (Assume 10 meetings.) These meetings are in addition to item specific meetings listed below.

### **Phase 200 – Project Kick-Off and Initial Data Collection**

#### Review Existing Data and Plans

Upon notice to proceed, we will conduct a comprehensive review of any existing data and plans provided prior to the kickoff meeting. Information to be provided by the city includes but is not limited to:

- Existing GIS information
  - Existing and proposed street lighting network
  - As-built drawings
  - Known traffic street lighting deficiencies
-



#### Kick-Off Meeting

Once notice to proceed has been received, Olsson will schedule, coordinate and attend an in-person kick-off meeting with city staff. At this meeting Olsson will collect all existing traffic systems information and interview existing staff to obtain historical knowledge. The data collection checklist will also be discussed and finalized.

### **Phase 300 – Data Collection**

#### ArcGIS Field Maps App Customization

Olsson will customize the ArcGIS Field Maps mobile app for this project to automatically populate GIS with information and pictures collected in the field. The approved checklist will be in the app to ensure that all information is collected at every intersection.

Olsson will coordinate with city GIS staff to ensure the output files will easily integrate with the city's AIMS software.

#### Non-Structural Data Collection

Olsson will review existing data provided by the city prior to in-field data collection. Having this background knowledge prior to the field work will assist with understanding what is in the field and to avoid any surprises.

Olsson will perform field inventory activities to collect/confirm the following information at all street lighting locations, including any signalized intersections (Assumed 200 total locations):

- Street Light Pole Type
- Luminaire Type
- Power Supply / Feed Location & Type
- Condition (General)

All data will be collected utilizing the customized ArcGIS Field Maps mobile app.

### **Phase 400 – Standards and Specifications Review**

#### Standards and Specifications Review

Olsson will work with the city to update existing street lighting standards and design criteria. Olsson will review the existing documents, develop recommendations and ideas, then meet with the city to make decisions on technology, standards, and desires. Recommendations and ideas will be from experience with similar municipalities and the desires and needs of the city.

Olsson will update the existing design criteria and specifications (referencing KDOT standards and specifications as baseline) and submit PDFs of the draft documents.

Olsson will address any comments and resubmit final design criteria in both PDF and .doc format. and specifications in both PDF and .doc formats.

### **Phase 500 – Recommendation Development & Documentation**

#### Capital Improvement Plan and Street Lighting System Upgrades

Based on data collected in Phase 300 and existing information provided by the city, Olsson will identify deficient street lighting locations and gaps within the City based on standard criteria developed in Phase 400.



Olsson will work with the city to develop short and long-term recommendations to improve the street lighting system. Recommendations for improvements to the system and future opportunities for data management solutions will be reviewed. With any recommendations, cost estimates will be developed. These will be based on recent bid tabs. A spreadsheet will be created to increase anticipated costs based on inflation for future years. These costs will be applied to the anticipated year of needed replacement to determine financial needs in today and future dollars. Maintenance costs will be included. Priorities can be aligned with city needs to maximize the use of identified funding.

#### Street Lighting Buy-Back Review

Olsson will investigate the potential costs, rate of return, and capital investment comparisons for purchasing currently leased street lighting fixtures from Evergy as determined through Phase 300 and data provided by the City. Estimates will include capital costs for maintenance, equipment/materials, staff, energy consumption, replacement, inventory counts, etc. in comparison to current lease rates.

Olsson will prepare a report summarizing the recommendations of this task. This report will summarize tasks at an appropriate level of detail based on discussion with city staff. The report will include the CIP plan, maps, and an implementation plan for all recommendations. The report will also include summary of the buy-back review; including formatted tables showing statistical data, tabled costs, rate of return based upon options discussed, summary, and other various options (LED head replacement, anticipated expenditure increases). We will formalize all data and calculations such that based upon estimated expenses costs, it will give varying ROI based upon options selected for equipment buy-out.

A draft of the report will be prepared for review by City staff. Based on comments received, Olsson will prepare a final version of the report.

### **EXCLUSIONS**

The following tasks may be required but have been excluded. Olsson can provide budgetary numbers or include these in the proposal if requested:

- Traffic studies not specifically detailed in the scope of services.
- Topographical survey
- Utility coordination
- Review of electrical power feed equipment and condition (power supply-side)
- Review or assessment of street lighting components not specifically noted above.
- Design plans and standard details of any sort; including but not limited to, street lighting, communications, geometrics, etc.

Should Client request work in addition to the Scope of Services, Olsson shall invoice Client for such additional services (Optional Additional Services) at the standard hourly billing labor rate charged for those employees actually performing the work, plus reimbursable expenses if any. Olsson shall not commence work on Optional Additional Services without Client's prior written approval.

Olsson agrees to provide all of its services in a timely, competent and professional manner, in accordance with applicable standards of care, for projects of similar geographic location, quality and scope.



## **SCHEDULE FOR OLSSON'S SERVICES**

Unless otherwise agreed, Olsson expects to perform its services under the Agreement as follows:

### Anticipated Completion

- Notice to Proceed December 2022
- Data Collection January 2023 to February 2023
- Standards Review & Recommendation Development March 2023 to May 2023
- Draft Reports June 2023
- Final Reports July 2023

Olsson will endeavor to complete its services on the Anticipated Completion Date. However, the Anticipated Start Date, the Anticipated Completion Date, and any milestone dates are approximate only, and Olsson reserves the right to adjust its schedule and any or all of those dates at its sole discretion, for any reason, including, but not limited to, delays caused by Client or delays caused by third parties.



## COMPENSATION

Client shall pay to Olsson for the performance of the Scope of Services a fixed fee of Forty-Two Thousand, Three Hundred Eighty-Five Dollars (\$42,385). An estimated breakdown per task is in the table below. Olsson's reimbursable expenses for this Project are included in the fixed fee. Olsson shall submit invoices on a monthly basis and payment is due within 30 calendar days of invoice date.

Phase	Fee
100 - Project Management	\$6,882
200 - Project Kick-Off and Initial Data Collection	\$3,507
300 – Data Collection	\$7,086
400 – Standards and Specifications Review	\$13,585
500 – Recommendation Document	\$11,220
Expenses	\$105
<b>Total</b>	<b>\$42,385</b>

## TERMS AND CONDITIONS OF SERVICE

We have discussed with you the risks, rewards and benefits of the Project, the Scope of Services, and our fees for such services and the Agreement represents the entire understanding between Client and Olsson with respect to the Project. The Agreement may only be modified in writing signed by both parties.



## **EXHIBIT 2**

### **CITY OF EDGERTON, KS INSURANCE REQUIREMENTS FOR DESIGN & CONSULTING SERVICES -**

Consultant shall procure and maintain at its sole cost and expense, the following insurance coverage for the duration of the project and for a period of at least two (2) years (five years for professional liability insurance) following termination of this agreement, with minimum acceptable limits as follows:

**(1) COMMERCIAL GENERAL LIABILITY**

\$1,000,000 Per Occurrence

\$2,000,000 Aggregate

Coverage shall be written on ISO occurrence form CG 0001 or equivalent. Endorsements or policy provisions that limit contractual liability are not acceptable. It shall also name City, its officers, officials, employees, and agents as additional insureds on a primary basis, not contributing with any insurance maintained by the additional insured, using ISO additional insured endorsement CG 2010, or its equivalent, copies of which are required to be attached to the certificate of insurance.

**(2) WORKERS COMPENSATION - STATUTORY & EMPLOYERS LIABILITY**

\$100,000 Each Accident

\$500,000 Policy Limit - Disease

\$100,000 Each Employee – Disease

Coverage shall apply to all workers and employees related to the work, including sole proprietors, partners, members of an LLC, and officers of a corporation, regardless of whether or not such persons come under the statutory requirements to carry this coverage. Firms domiciled outside the state of Kansas must have "other states" coverage in effect.

**(3) PROFESSIONAL LIABILITY / ERRORS & OMISSIONS**

\$1,000,000 Per Claim

\$2,000,000 Aggregate

This coverage, shall apply to actual or alleged negligent wrongful acts, errors or omissions resulting in claim(s) for damages related to the work involving the operations of Consultant, and/or its sub-Consultant(s) if any are utilized in the completion of the work. If such policy is "claims-made" form, the retroactive date must be shown and must be before the date of the Agreement or the beginning of work set forth in the Agreement. This insurance must be maintained and evidence of insurance must be provided for at least Five (5) years after termination of this Agreement. If coverage is canceled or non-renewed and not replaced with another "claims-made" policy form with a Retroactive Date prior to the Agreement effective date, Consultant must purchase "extended reporting period" (tail) coverage for a minimum period representing at least Five (5) years after termination of this agreement.



**CITY OF EDGERTON, KS**  
**INSURANCE REQUIREMENTS FOR DESIGN & CONSULTING SERVICES – , CONT'D**

**(4) WAIVER OF SUBROGATION**

Consultant, and in addition, its insurers, through policy endorsement, and to the fullest extent permitted by law, waives all rights against City, its officers, officials, employees, and agents for recovery of damages to the extent that these damages are covered by commercial general liability, commercial umbrella liability, business auto liability or workers compensation and employers liability insurance maintained per the requirements stated above.

**(5) CERTIFICATE OF INSURANCE**

Prior to commencing the work, Consultant shall furnish an acceptable certificate(s) of insurance, identifying insurers that write Consultant's coverages, with minimum Best's Guide Rating of A- and Class VIII or better, and authorized to do business in the state of Kansas. Certificate will evidence the required coverage and endorsements stated above. Should any of the above described policies be cancelled or non-renewed, the City shall first be provided 30 days prior written notice, except 10 days for non-payment of premium. This cancellation provision shall be indicated on the certificate of insurance. City also reserves the right to obtain copies of Consultant's policies to validate coverage in effect if certificates are ambiguous. Annually, Consultant agrees to provide a new/replacement formal certificate of insurance five (5) days prior to the expiration date. If any portion of the work is to be subcontracted, Consultant shall require that the subcontracted Consultant(s) shall comply with the same indemnification agreement terms and be required to provide and maintain all insurance coverages and provisions as stated above, with a formal certificate of insurance acceptable to City evidencing same. Self-Insured retentions must be declared to and approved by City. If consultant is self-insured for any of the above coverages, such self-insurance must be approved by City, which may require written guarantees for payment of self insured

losses and related investigation, administration, and defense costs. And it must provide claims handling procedures acceptable to the City. Acceptance of any certificate that does not comply with the above requirements shall not operate as a waiver of Consultant's obligations hereunder. And the fact that insurance is obtained by Consultant shall not be deemed to release or diminish the liability of Consultant including, without limitation, liability under the indemnity provisions of this contract. Damages recoverable by City shall not be limited by the amount of the required insurance coverage. Consultant shall notify City in writing as soon as possible after any occurrence that could potentially lead to any lawsuit and/or after it receives notice or knowledge of any demand, claim, cause of action, lawsuit, or action arising out of the work performed under this contract.







**EXHIBIT 4**  
**SPECIAL PROVISIONS**





## **EXHIBIT A SCOPE OF SERVICES**

### **City of Edgerton Street Lighting Masterplan**

This exhibit is hereby attached to and made a part of the Agreement for Professional Services dated **X of X**, 2022, between City of Edgerton, Kansas ("City") and Olsson, Inc. ("Olsson") providing for professional services. Olsson's Scope of Services for the Agreement is as indicated below.

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Olsson has acquainted itself with the information provided by Client relative to the project and based upon such information offers to provide the services described below for the project. Client warrants that it is either the legal owner of the property to be improved by this Project or that Client is acting as the duly authorized agent of the legal owner of such property.

#### **SCOPE OF SERVICES – Complete a full assessment of the City of Edgerton's current lighting systems and provide the following:**

**Recommendations for Street Lighting Standards / Design Criteria**

**Existing Street Lighting Assessment & Recommendations**

**Analysis of Existing System Practice and Buy-out of Evergy Lighting Equipment**

#### **Phase 100 – Project Management**

##### **Project Management**

Project management is responsible for coordination of the various people that are involved in the project, tracking of work completion, and project management.

##### **Quality Assurance / Quality Control (QA/QC)**

Quality control will be conducted throughout the project and prior to submittal of all project deliverables.

##### **Monthly Progress Meetings**

Olsson will lead monthly progress meetings with the city and any stakeholders to provide regular updates and resolve any outstanding questions. (Assume 10 meetings.) These meetings are in addition to item specific meetings listed below.

#### **Phase 200 – Project Kick-Off and Initial Data Collection**

##### **Review Existing Data and Plans**

Upon notice to proceed, we will conduct a comprehensive review of any existing data and plans provided prior to the kickoff meeting. Information to be provided by the city includes but is not limited to:

- Existing GIS information
- Existing and proposed street lighting network
- As-built drawings
- Known traffic street lighting deficiencies



Kick-Off Meeting

Once notice to proceed has been received, Olsson will schedule, coordinate and attend an in-person kick-off meeting with city staff. At this meeting Olsson will collect all existing traffic systems information and interview existing staff to obtain historical knowledge. The data collection checklist will also be discussed and finalized.

**Phase 300 – Data Collection**ArcGIS Field Maps App Customization

Olsson will customize the ArcGIS Field Maps mobile app for this project to automatically populate GIS with information and pictures collected in the field. The approved checklist will be in the app to ensure that all information is collected at every intersection.

Olsson will coordinate with city GIS staff to ensure the output files will easily integrate with the city's AIMS software.

Non-Structural Data Collection

Olsson will review existing data provided by the city prior to in-field data collection. Having this background knowledge prior to the field work will assist with understanding what is in the field and to avoid any surprises.

Olsson will perform field inventory activities to collect/confirm the following information at all street lighting locations, including any signalized intersections (Assumed 200 total locations):

- Street Light Pole Type
- Luminaire Type
- Power Supply / Feed Location & Type
- Condition (General)

All data will be collected utilizing the customized ArcGIS Field Maps mobile app.

**Phase 400 – Standards and Specifications Review**Standards and Specifications Review

Olsson will work with the city to update existing street lighting standards and design criteria. Olsson will review the existing documents, develop recommendations and ideas, then meet with the city to make decisions on technology, standards, and desires. Recommendations and ideas will be from experience with similar municipalities and the desires and needs of the city.

Olsson will update the existing design criteria and specifications (referencing KDOT standards and specifications as baseline) and submit PDFs of the draft documents.

Olsson will address any comments and resubmit final design criteria in both PDF and .doc format. and specifications in both PDF and .doc formats.



## **Phase 500 – Recommendation Development & Documentation**

### Capital Improvement Plan and Street Lighting System Upgrades

Based on data collected in Phase 300 and existing information provided by the city, Olsson will identify deficient street lighting locations and gaps within the City based on standard criteria developed in Phase 400.

Olsson will work with the city to develop short and long-term recommendations to improve the street lighting system. Recommendations for improvements to the system and future opportunities for data management solutions will be reviewed. With any recommendations, cost estimates will be developed. These will be based on recent bid tabs. A spreadsheet will be created to increase anticipated costs based on inflation for future years. These costs will be applied to the anticipated year of needed replacement to determine financial needs in today and future dollars. Maintenance costs will be included. Priorities can be aligned with city needs to maximize the use of identified funding.

### Street Lighting Buy-Back Review

Olsson will investigate the potential costs, rate of return, and capital investment comparisons for purchasing currently leased street lighting fixtures from Evergy as determined through Phase 300 and data provided by the City. Estimates will include capital costs for maintenance, equipment/materials, staff, energy consumption, replacement, inventory counts, etc. in comparison to current lease rates.

Olsson will prepare a report summarizing the recommendations of this task. This report will summarize tasks at an appropriate level of detail based on discussion with city staff. The report will include the CIP plan, maps, and an implementation plan for all recommendations. The report will also include summary of the buy-back review; including formatted tables showing statistical data, tabled costs, rate of return based upon options discussed, summary, and other various options (LED head replacement, anticipated expenditure increases). We will formalize all data and calculations such that based upon estimated expenses costs, it will give varying ROI based upon options selected for equipment buy-out.

A draft of the report will be prepared for review by City staff. Based on comments received, Olsson will prepare a final version of the report.



## **EXCLUSIONS**

The following tasks may be required but have been excluded. Olsson can provide budgetary numbers or include these in the proposal if requested:

- Traffic studies not specifically detailed in the scope of services.
- Topographical survey
- Utility coordination
- Review of electrical power feed equipment and condition (power supply-side)
- Review or assessment of street lighting components not specifically noted above.
- Design plans and standard details of any sort; including but not limited to, street lighting, communications, geometrics, etc.

Should Client request work in addition to the Scope of Services, Olsson shall invoice Client for such additional services (Optional Additional Services) at the standard hourly billing labor rate charged for those employees actually performing the work, plus reimbursable expenses if any. Olsson shall not commence work on Optional Additional Services without Client's prior written approval.

Olsson agrees to provide all of its services in a timely, competent and professional manner, in accordance with applicable standards of care, for projects of similar geographic location, quality and scope.

## **SCHEDULE FOR OLSSON'S SERVICES**

Unless otherwise agreed, Olsson expects to perform its services under the Agreement as follows:

### Anticipated Completion

- |  |                               |
|--|-------------------------------|
| • Notice to Proceed                                | December 2022                 |
| • Data Collection                                  | January 2023 to February 2023 |
| • Standards Review &<br>Recommendation Development | March 2023 to May 2023        |
| • Draft Reports                                    | June 2023                     |
| • Final Reports                                    | July 2023                     |

Olsson will endeavor to complete its services on the Anticipated Completion Date. However, the Anticipated Start Date, the Anticipated Completion Date, and any milestone dates are approximate only, and Olsson reserves the right to adjust its schedule and any or all of those dates at its sole discretion, for any reason, including, but not limited to, delays caused by Client or delays caused by third parties.



**COMPENSATION**

Client shall pay to Olsson for the performance of the Scope of Services a fixed fee of Forty-Two Thousand, Three Hundred Eighty-Five Dollars (\$42,385). An estimated breakdown per task is in the table below. Olsson's reimbursable expenses for this Project are included in the fixed fee. Olsson shall submit invoices on a monthly basis and payment is due within 30 calendar days of invoice date.

<b>Phase</b>	<b>Fee</b>
100 - Project Management	\$6,882
200 - Project Kick-Off and Initial Data Collection	\$3,507
300 – Data Collection	\$7,086
400 – Standards and Specifications Review	\$13,585
500 – Recommendation Document	\$11,220
Expenses	\$105
<b>Total</b>	<b>\$42,385</b>

**TERMS AND CONDITIONS OF SERVICE**

We have discussed with you the risks, rewards and benefits of the Project, the Scope of Services, and our fees for such services and the Agreement represents the entire understanding between Client and Olsson with respect to the Project. The Agreement may only be modified in writing signed by both parties.



# EXHIBIT B FEE SCHEDULE



PROJECT: **Street Lighting Masterplan**  
CLIENT: **City of Edgerton**  
DATE: **12/2/2022**

## Labor

	Team Leader	Principal	Technical Leader	Senior Engineer	Associate Engineer	Assistant Engineer	GIS Specialist	Admin	
Rates	\$235.40	\$278.17	\$231.00	\$203.50	\$138.60	\$117.70	\$146.30	\$89.10	
Task Description									Total
<b>100 - Project Management</b>	<b>4</b>	<b>0</b>	<b>0</b>	<b>18</b>	<b>10</b>	<b>0</b>	<b>0</b>	<b>10</b>	<b>\$6,882</b>
Project Management				8				8	\$2,341
Quality Assurance / Quality Control (QA/QC)	4								\$942
Monthly Progress Meetings (assume 10 virtually)				10	10			2	\$3,599
<b>200 - Project Kick-Off and Initial Data Collection</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>6</b>	<b>8</b>	<b>10</b>	<b>0</b>	<b>0</b>	<b>\$3,507</b>
Review Existing Data and Plans				2	4	10			\$2,138
Kick-Off Meeting (In person)				4	4				\$1,368
<b>300 - Data Collection</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>2</b>	<b>10</b>	<b>40</b>	<b>4</b>	<b>0</b>	<b>\$7,086</b>
ArcGIS Field Maps Customization & Data Collection (In-Field)				2	10	40	4		\$7,086
<b>400 - Standards and Specifications Review</b>	<b>4</b>	<b>0</b>	<b>0</b>	<b>10</b>	<b>40</b>	<b>40</b>	<b>0</b>	<b>4</b>	<b>\$13,585</b>
Standards and Specifications Review	4			10	40	40		4	\$13,585
<b>500 - Recommendation Development &amp; Documentation</b>	<b>4</b>	<b>0</b>	<b>0</b>	<b>12</b>	<b>20</b>	<b>40</b>	<b>0</b>	<b>4</b>	<b>\$11,220</b>
Capital Improvement and Street Lighting System Updates	2			6	10	20		2	\$5,610
Street Lighting Buy-Back Review	2			6	10	20		2	\$5,610
<b>Total Hours / Subtotal Labor Cost</b>	<b>12</b>	<b>0</b>	<b>0</b>	<b>48</b>	<b>88</b>	<b>130</b>	<b>4</b>	<b>18</b>	<b>\$42,280</b>

## Expenses

Description	Quantity	Unit	Unit Cost	Total
Mileage	180 (2 In-Person Meetings, 4 Field Visits)	Miles	\$0.585	\$105
				<b>\$105</b>
<b>Total Project</b>				<b>\$42,385</b>



## City Council Action Item

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**Council Meeting Date:** December 8, 2022

**Department:** Administration

### **Agenda Item: Consider Facility Use and Maintenance Agreement with Edgerton Historic Society for Edgerton Community Museum**

**Background/Description of Item:** In 2013, the Edgerton Historic Society opened the Edgerton Community Museum at 406 East Nelson adjacent to City Hall. In December 2013 and annually since, Edgerton City Council has approved a Facility Use and Maintenance Agreement with the Historic Society for the use of the museum building similar to the Agreement with Johnson County Library, since it is housed in a building owned by the City.

The enclosed draft agreement continues that arrangement for this next year. The agreement contemplates that EHS would agree to pay the city a monthly Usage and Maintenance Fee. In the past years, City Council set the fee at \$1 for the entirety of that agreement year. For 2023, the City Council may determine an appropriate amount and insert it into the agreement.

The agreement has been reviewed and approved by the City Attorney. Additionally, the agreement was provided to the Edgerton Historic Society for review of questions or changes they may have. The agreement is valid for one year beginning January 1, 2023, through December 31, 2023. Either party may elect not to renew the agreement with two months prior notice.

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

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**Funding Source:** N/A

**Budget Allocated:** N/A

**Finance Director Approval:** N/A

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### **Recommendation: Approve Facility Use and Maintenance Agreement with Edgerton Historic Society for Edgerton Community Museum**

**Enclosed:** Draft Facility Use and Maintenance Agreement

**Prepared by:** Alexandria Clower, City Clerk



## **FACILITY USE AND MAINTENANCE AGREEMENT**

THIS FACILITY USE AND MAINTENANCE AGREEMENT (the Agreement) is made this 8<sup>th</sup> day of December, 2022, by and between the City of Edgerton (hereinafter the “City”) and the Board of Directors of the Edgerton Historic Society (hereinafter “EHS”). The parties agree as follows:

**SECTION ONE:** City’s Agreement to Make a Facility Available for the Edgerton Community Museum. City owns a former home located at 406 East Nelson (hereinafter “the Facility”) and desires to enter into a Use and Maintenance Agreement (hereinafter “the Agreement”) authorizing EHS to use an agreed area of the Facility (hereinafter the “Museum”) for the purposes of establishing and maintaining the Edgerton Community Museum.

**SECTION TWO:** EHS’s Agreement to Maintain a Museum at the Facility. EHS has approved the establishment and maintenance of the Edgerton Community Museum at the Facility, and EHS desires to establish and maintain a public museum at the Facility.

### **SECTION THREE: CITY’S RESPONSIBILTIES**

1. Making the Facility Ready for Use; Compliance with Codes and Laws. The City agrees that it shall, at its sole expense, prepare the Facility and the Museum Site for use by EHS. The City warrants that the Facility and the Museum Site will be completed in a manner that assures that the Facility and the Museum Site will be in compliance with all federal, state, county, and city laws and building and zoning codes (necessary ADA improvements to the second floor excepted), and that the City will, at its sole expense, bring the Facility or Museum Site into compliance with such laws or codes, in the event that the parties are advised of a violation of any one of such laws or codes.
2. Signage. The City agrees that EHS shall be permitted to place appropriate signs on the exterior of the Facility or on the property identifying the museum, subject to City zoning and building codes.
3. Maintenance of the Facility. The City agrees that it will, at its sole expense, maintain the grounds and sidewalk surrounding the Facility; mow the grass; remove snow and ice from the parking lot, ADA ramp and sidewalk areas around the Facility (not including the porch); maintain all electrical, plumbing, mechanical, heating, ventilation, and air condition systems in good repair; maintain the floors, roof, walls, windows, entry areas and common areas of the Facility in a manner that makes the Facility safe and free of hazards for use by EHS patrons; arrange for pest and insect control; and arrange for capital improvements of the Facility that are needed to assure that the Facility is in good condition for use by EHS patrons and the citizens of Edgerton. EHS may perform capital improvements to the museum but only with the written consent and approval of the City. The City may enter the Museum at any time to inspect and/or verify building structure and/or systems are functioning properly.
4. Utilities. The City will be responsible to make all payments due for utilities used at the Museum Site.



#### **SECTION FOUR: EHS'S RESPONSIBILITIES**

1. Agreement to Use the Museum Site. EHS agrees to establish and maintain a public community museum at the Museum Site of the Facility. The parties agree that museum services and selection of materials are the sole prerogative of EHS.
2. Museum Operations. During the term of this Agreement, EHS shall operate the hours of the museum as determined by EHS so long as those hours of operation are within those that the Edgerton Library is open to the public. The Edgerton Library provides public restroom facilities to the patrons of the museum. Exhibits within the museum open to the public shall only operate on the first floor of the museum until such time as accommodations for ADA accessibility requirements are made to the second floor. The second floor of the museum shall be used for storage purposes only with access to that storage limited to members of the EHS.
3. Usage of Facilities for City Functions. EHS agrees to allow the City to use the Facility for City functions following reasonable notice if the Facility is not otherwise reserved for use by another party.
4. Usage and Maintenance Fee. EHS agrees to pay the City a Usage and Maintenance Fee (hereinafter the "Fee") in the sum of \$ \_\_\_\_ per year. The Fee shall be paid annually by the first day of the year.
5. Security. EHS shall be solely responsible for securing the Museum Site and safeguarding EHS materials used in the operation of the public community museum at the Museum Site. The City agrees all such security measures are the sole prerogative of EHS. The City will control the locks for entrance into the building including providing a key for use by EHS and changing the locks as necessary.
6. Maintenance of Museum Site and Payment of Utilities. EHS agrees to maintain and keep in good repair the Museum Site (excluding capital improvements to the common areas, walls, floors, or ceiling) and agrees, at its sole expense, to contract for custodial services for the Museum Site.
7. Use of Exterior of Property. EHS may place historical artifacts on the surrounding grounds with permission from the City.

#### **SECTION FIVE: FAILURE TO MAKE REPAIRS**

The City agrees to respond promptly when advised pursuant to Section Three of this Agreement of needed repairs or service to the Facility, the surrounding grounds, sidewalks, and parking. In the event that the City does not, within a reasonable period of time, respond to the call for repair or services, EHS may undertake such repair or service on its own, and the City agrees to reimburse EHS for the reasonable cost of any such repair or service.



## SECTION SIX: TERM

The term of this Agreement shall be one year beginning January 1, 2023 through December 31, 2023. In the event that one of the parties elects not to renew this Agreement, it shall give the other party two months prior written notice of its intent not to renew.

## SECTION SEVEN: INSURANCE AND HOLD HARMLESS

1. City's Insurance. The City agrees to maintain insurance for the structure.
2. EHS's Insurance. EHS agrees to maintain throughout the term of this lease (and provide The City with a formal Accord 25 certificate of insurance documenting such coverage is in force), the following minimum coverages:
  - a. Commercial General Liability on an occurrence basis, with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 aggregate. The City shall be included as an additional insured, on a primary basis, non-contributory with any other insurance carried by The City.
  - b. Commercial Property insurance covering all items of EHS property on the premises and tenant improvements and alterations. The City and EHS hereby waive and request that their insurers waive any right of recovery/subrogation against each other on account of any loss or damage to property, to the extent covered by the commercial property insurance required above.
  - c. Workers Compensation insurance providing statutory benefits to EHS employees and employers liability insurance with limits of not less than \$500,000.
  - d. Directors & Officers and Employment Practices Liability insurance with a per claim limit of not less than \$500,000, and with defense costs provided in addition to such limit of liability. EPL coverage is also to extend to third party claimants.
3. Hold Harmless. Each party agrees to protect, defend, indemnify and hold the party and their officers, employees, and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees, or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly out of its error, omission or negligent act.
4. Waiver of Subrogation. Each of the parties releases the other party from all liability for damage due to any act or neglect of the other party (except as hereinafter provided) occasioned to property owned by the parties which is or might be incident to or the result of a fire or any other casualty against loss for which either of the parties is now carrying or hereafter may carry insurance; provided, however, that these releases shall not apply to any loss or damage occasioned by the willful, wanton, or premeditated negligence of either of the parties, and the parties hereto further covenant that any insurance that they obtain on their respective properties shall contain an appropriate provision whereby the insurance company, or companies, consent to the mutual release of liability contained in this paragraph.
5. Kansas Tort Claims Act. Nothing herein shall be construed as the City waiving its immunities and liability limitations afforded to the City by the Kansas Tort Claims Act.



**IN WITNESS WHEREOF**, the parties have set their hands this 12<sup>th</sup> day of November, 2020.

CITY OF EDGERTON, KANSAS

BOARD OF DIRECTORS OF THE  
EDGERTON HISTORIC SOCIETY

\_\_\_\_\_  
Donald Roberts, Mayor

\_\_\_\_\_  
President in lieu of Chair

ATTEST:

ATTEST:

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

\_\_\_\_\_  
Secretary

APPROVED AS TO FORM:

APPROVED AS TO FORM:

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

\_\_\_\_\_  
Attorney



## City Council Action Item

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**Council Meeting Date:** December 8, 2022

**Department:** Administration

### **Agenda Item: Consider an Agreement Renewing an Existing Facility Use and Maintenance Agreement for the Bank of Knowledge and Authorizing Its Use by the Board of Directors of the Johnson County Library as a Library Facility**

**Background/Description of Item:**

On December 12, 2009, the City of Edgerton first approved an agreement with the Board of Directors for the Johnson County Library (JCL) for the use of the Bank of Knowledge as a library facility for the citizens of Edgerton. Since then, the City has been annually approving an Agreement in compliance with Kansas Cash Basis Law.

For 2023, staff work with to update several sections of the Agreement to be more proactive related to maintenance of the building. A summary of those changes is below.

- **Communication:** JCL designated separate contact people for any building repairs or maintenance needs vs. scheduling or events.
- **Capital Improvements:** JCL and City agreed to meeting at least annually to discuss capital improvement projects. We also agreed to define "significant capital improvements" as described on Exhibit A of the Agreement. This is a Five-Year Capital Improvement Program specific to the Library. This will be a great tool for us to jointly prioritize projects and plan for related expenses. The Agreement as indicates JCL and City will split one-time expenditures related to the two approved CIP projects (roof replacement and brick repair). A separate MOU is included on the council agenda for terms of that cost-share.
- **Maintenance Items:** The City agreed to respond promptly when advised of needed repairs or service for the Facility, the surrounding grounds, sidewalks, and parking. If the City does not, within a reasonable period of time, respond to the call for repair or services, JCL may undertake such repair or service on its own. The City agreed to reimburse JCL for the reasonable cost of any such repair or service. NOTE: This Section applies to everyday maintenance items and does not apply to significant capital improvements as described in Section Five.
- **Rent:** JCL agreed to pay an increased rent of \$1500 per month. The rent was previously \$500 per month and had not been raised since the first Agreement.

The Agreement has been reviewed and approved by City Attorney



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

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**Funding Source:** N/A

**Budget Allocated:** N/A

**Finance Director Approval:** N/A

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**Recommendation: Approve Agreement Renewing an Existing Facility Use and Maintenance Agreement for the Bank of Knowledge and Authorizing Its Use by the Board of Directors of the Johnson County Library as a Library Facility**

**Enclosed:** Facility Use and Maintenance Agreement for the Bank of Knowledge

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



## **FACILITY USE AND MAINTENANCE AGREEMENT**

THIS FACILITY USE AND MAINTENANCE AGREEMENT (the Agreement) is made this \_\_\_\_\_ day of December, 2022, by and between the City of Edgerton (the City) and the Board of Directors of the Johnson County Library (JCL). The parties agree as follows:

**SECTION ONE:** City's Agreement to Make a Facility Available for a Branch Library. The City owns the former Edgerton Bank building located at 319 E. Nelson, Edgerton, KS, 66021 (hereinafter "the Facility") and desires to authorize JCL to use an agreed area of the Facility (hereinafter the "Library Site") for the purposes of establishing and maintaining a public library.

**SECTION TWO:** JCL's Agreement to Maintain a Branch Library at the Facility. JCL and the Board of County Commissioners of Johnson County, Kansas, previously approved the establishment and maintenance of a branch facility of the Johnson County Library at the Facility and JCL desires to continue maintaining a public library at the Library Site.

### **SECTION THREE: CITY'S RESPONSIBILITIES**

1. Making the Facility Ready for Use; Compliance with Codes and Laws. The City agrees that it shall, at its sole expense, maintain the Facility and the Library Site for use by JCL. The City warrants that the Facility and the Library Site will be maintained in a manner that assures that the Facility and the Library Site will be in compliance with all federal, state, county, and city laws and building and zoning codes, and that the City will, at its sole expense, bring the Facility or Library Site into compliance with such laws or codes, in the event that the parties are advised of a violation of any one of such laws or codes.
2. Signage. The City agrees that JCL shall continue to be permitted to place appropriate signs on the exterior of the Facility identifying the library, subject to City zoning and building codes.
3. Maintenance of the Facility. The City agrees that it will, at its sole expense, maintain the grounds and sidewalk surrounding the Facility; mow the grass; remove snow and ice from parking and sidewalk areas around the Facility; maintain all electrical, plumbing, mechanical, heating, ventilation, and air condition systems in good repair; maintain the floors, roof, walls, windows, entry areas and common areas of the Facility in a manner that makes the Facility safe and free of hazards for use by JCL patrons; arrange for pest and insect control; and, subject to the terms of section 5.3 below on significant capital improvements, arrange for capital improvements of the Facility that are needed to assure that the Facility is in good condition for use by JCL patrons and the citizens of Edgerton.

### **SECTION FOUR: JCL'S RESPONSIBILITIES**

1. Agreement to Use the Library Site. JCL agrees to continue to maintain a public library at the Library Site of the Facility. The parties agree that library services, selection of materials, and establishment of hours of service are the sole prerogative of JCL.



2. Library Operations. During the term of this Agreement, JCL shall operate the hours of the library as determined by JCL with no prior approval from the City. The City, however, may recommend changes to the operational hours of the library, and JCL agrees to reasonably consider such recommendations.
3. Usage of Facilities for City Functions. JCL agrees to allow the City to use the Facility for City functions upon reasonable notice, and in the event the Facility is not otherwise reserved for use by another party during regular library hours of service.
4. Usage and Maintenance Fee. JCL agrees to pay the City a Usage and Maintenance Fee (hereinafter the "Fee") in the sum of \$1,500.00 per month. The Fee shall be paid monthly by the first day of each month.
5. Security. JCL shall be solely responsible for securing the Library Site and safeguarding JCL materials used in the operation of the public library at the Library Site. The City agrees all such security measures are the sole prerogative of JCL. JCL will provide the City with appropriate keys should locks or automated access be changed.
6. Maintenance of Library Site and Payment of Utilities. JCL agrees to maintain and keep in good repair the Library Site (excluding capital improvements to the common areas, walls, floors, or ceiling) and agrees, at its sole expense, to contract for custodial services for the Library Site and to make all payments due for utilities used for the Library Site in a timely manner.

#### **SECTION FIVE: COMMUNICATION; SHARING OF EXPENSE FOR SIGNIFICANT CAPITAL IMPROVEMENTS**

1. The Library designates the Building Maintenance Engineer to be the contact for the City to discuss repairs or building maintenance needs. Requests for repairs will come from this designee.
2. The Library designates the Branch Manager of Gardner, Edgerton, and Spring Hill Libraries to be the contact for events, requests to use the Facility, or other non-maintenance related issues.
3. The Library and the City agree that they will undertake certain significant capital improvements that must be made to the Facility to keep it in good repair. For purposes of this Agreement, the Library and the City agree that "significant capital improvements" are defined to be those capital improvement projects identified in the Library Capital Improvement Program attached to this Agreement in Exhibit A. The Library and the City agree to (a) a one-time cost-share of the expenses in order to make significant capital improvements for items listed at Funded Projects on Exhibit A and (b) meet and confer regularly to reach agreement on the timetable for making the significant capital improvements listed as Unfunded Project on Exhibit A.
4. The Library and the City agree to meet once per year (in the spring) to discuss the condition of the building, plans for capital expenses, and the overall agreement.



## **SECTION SIX: FAILURE TO MAKE REPAIRS**

The City agrees to respond promptly when advised of needed repairs or service for the Facility, the surrounding grounds, sidewalks, and parking. In the event that the City does not, within a reasonable period of time, respond to the call for repair or services, JCL may undertake such repair or service on its own, and the City agrees to reimburse JCL for the reasonable cost of any such repair or service. This Section applies to everyday maintenance items and does not apply to significant capital improvements as described in Section Five.

## **SECTION SEVEN: TERM**

The term of this Agreement shall be one year beginning January 1, 2023 through December 31, 2023, upon execution by the parties of a Resolution renewing the Agreement. In the event that one of the parties elects not to renew this Agreement, it shall give the other party six months prior written notice of its intent not to renew.

## **SECTION EIGHT: INSURANCE AND HOLD HARMLESS**

1. City's Insurance. The City shall maintain commercial general liability insurance for the Facility in the amount of at least \$500,000 per occurrence. Such insurance shall include provisions providing for the City to indemnify, defend, and hold JCL harmless for all loss that may occur or be claimed on or about The Facility resulting from the City's acts or omissions, or of its agents or employees. The City also agrees to carry Workers Compensation insurance for its employees, and maintain adequate insurance on any personal property used, stored, or kept at The Facility by the City. The City agrees to furnish JCL with certificates of insurance reflecting the above requirements.
2. JCL's Insurance. JCL shall maintain commercial general liability insurance for such premises and its operations at the Facility in the amount of at least \$500,000 per occurrence, and shall name City as an additional insured. Such insurance shall also include provisions providing for JCL to indemnify, defend, and hold City harmless for all loss that may occur or be claimed on or about The Facility resulting from JCL's acts or omissions, or the acts or omissions of its agents, employees, or invitees. JCL also agrees to carry Workers Compensation insurance for its employees, and maintain adequate insurance on its personal property used, stored, or kept at The Facility. JCL agrees to furnish City with certificates of insurance reflecting the above requirements, or to provide certification that all such requirements are being met through insurance provided on behalf of JCL by Johnson County Risk Management.
3. Waiver of Subrogation. Each of the parties releases the other party from all liability for damage due to any act or neglect of the other party (except as hereinafter provided) occasioned to property owned by the parties which is or might be incident to or the result of a fire or any other casualty against loss for which either of the parties is now carrying or hereafter may carry insurance; provided, however, that these releases shall not apply to any loss or damage occasioned by the willful, wanton, or premeditated negligence of either of the parties, and the parties hereto further covenant that any insurance that they obtain on their respective properties shall contain an



appropriate provision whereby the insurance company, or companies, consent to the mutual release of liability contained in this paragraph.

4. Kansas Tort Claims Act. Nothing herein shall be construed as either the City or JCL waiving the immunities and liability limitations afforded to them by the Kansas Tort Claims Act. Additionally, the parties specifically agree that the terms of this section, and the terms of this agreement, shall be subject to and limited by the Kansas Cash Basis Law (K.S.A. 10-1101 *et seq.*) and the Kansas Budget Law (K.S.A. 79-2935 *et seq.*), and amendments thereto.

**IN WITNESS WHEREOF**, the parties have set their hands this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

CITY OF EDGERTON, KANSAS

BOARD OF DIRECTORS OF THE JOHNSON  
COUNTY LIBRARY

\_\_\_\_\_  
Donald Roberts, Mayor

\_\_\_\_\_  
Bethany Griffith, Chair

ATTEST:

ATTEST:

\_\_\_\_\_  
Alexandria K. Clower, City Clerk

\_\_\_\_\_  
David Sims, Vice Chair

APPROVED AS TO FORM:

APPROVED AS TO FORM:

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

\_\_\_\_\_  
Fred J. Logan, Jr., Attorney



## Exhibit A

**City of Edgerton  
Library Capital Improvement Program  
2022-2026**

### Funded Projects

JCL							
Priority Rating	Project Name	Project Description	CIP Budget	City Funding	JCL Funding	Anticipated Start	Anticipated Complete
1	Library Brick Repairs	Repair/replace the deteriorated brick on the Library building, primarily on the West wall, East wall adjacent to the patio and the patio walls/stair end walls.	\$ 63,500	\$ 31,750	\$ 31,750	Apr-22	Dec-22
2	Library Roof Replacement	Replace the Library roof. The existing roof is at the end of its useful life.	\$ 75,600	\$ 37,800	\$ 37,800	Apr-22	Dec-22
			<u>\$ 139,100</u>	<u>\$ 69,550</u>	<u>\$ 69,550</u>		

### Unfunded Projects

JCL			
Priority Rating	Project Name	Project Description	Estimated Cost
3	Patio stair end walls	Repair/replace patio stair end walls due to significant structural deterioration	unknown
4	South Patio	Repair problem areas where there were some high/low settlements.	unknown
5	Sidewalk Repair	Repair and/or grind sidewalk at bottom of SW entrance stair to eliminate trip hazard	unknown
7	Downspouts at South façade	Install collector boots/fittings on the downspouts along the South/SW side of the building to ensure all roof water is directed through the sub-grade	unknown
9	Repair drain pipe from SE patio	Repair or replace the PVC pipe drain coming out of the patio on the South side to prevent water leak down the foundation wall	unknown



## City Council Action Item

**Council Meeting Date:** December 8, 2022

**Department:** Administration

### **Agenda Item: Consider an Agreement between Johnson County Library and the City of Edgerton, Kansas, for the Improvement of the Edgerton Bank of Knowledge Building**

**Background/Description of Item:**

In October 2021, the Edgerton City Council approved two capital improvement projects in the 2022-2026 CIP for the Bank of Knowledge building. The Library Roof Replacement will replace the Library roof as it is at the end of its useful life. The Library Brick Repairs Project will repair/replace the deteriorated brick on the Library building, primarily on the West wall, East wall adjacent to the patio and the patio walls/stair end walls.

In October 2022, Edgerton City Council awarded construction contracts for both the Library Brick Repairs and the Library Roof Replacement projects. These projects will be funded by the City of Edgerton with fifty percent (50%) reimbursement by Johnson County Library (JCL). At the time of award, staff indicated that we had been coordinating with the JCL staff with the project and would bring a and agreement to a future council meeting with details of project administration and cost reimbursement.

- **Project Description:** The Project include the Library Brick Repairs and Library Roof Replacement as described on Exhibit A "Library Capital Improvement Program" under Funded Projects. This is the same Exhibit A included in the annual Agreement for JCL using the Bank of Knowledge building.
- **Estimated Cost and Funding of Projects:** The estimated total cost of the Projects ("Projects Costs"), are described on Exhibit A. The Projects Costs will be split equally between the City and JCL. Projects Costs include necessary costs and expenses of labor and material used in the construction of the Projects.
- **Administration of Projects:** The Projects shall be administered by the City, with its designated representative designated as Project Administrator. The Project Administrator shall assume and perform the following duties:
  - Execute all contracts for retaining consulting engineers to design and estimate the Project Costs.
  - Bid the projects as required by applicable laws/regulations.
  - Execute all construction contracts.
  - Submit to JCL a payment request with actual costs and expenses on or before the tenth day of each month following the month in which costs and expenses



have been paid. JCL will review the payment request and make payment within 30 days to City for JCL's portion of the Projects Costs.

- At completion of the Projects, submit to JCL a final accounting of all Projects Costs incurred in the Projects no later than sixty (60) days following the completion.
- **Duration and Termination of Agreement:** Agreement shall remain in full force and effect until the completion of the Projects and payment in full by both parties.

The CIP budget for Library Roof Project is \$75,600 and for the Library Brick Project is \$63,500, for a total of \$139,100 for both projects. The current project estimate for the Library Roof Project is less than budgeted amount. In October 2022, Edgerton City Council authorized re-allocating any unused budgeted dollars from the Library Roof Project to the Library Brick Project to maximize the improvement to the facility itself. JCL agreed to this approach as well.

The Agreement has been reviewed and approved by City Attorney

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

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**Funding Source:** General Fund, Reimbursement from JCL

**Budget Allocated:** Total Budget for Both Projects: \$139,100

x *Karen E. Kindle*

**Finance Director Approval:** Karen Kindle, Finance Director

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**Recommendation: Approve Agreement between Johnson County Library and the City of Edgerton, Kansas, for the Improvement of the Edgerton Bank of Knowledge Building**

**Enclosed:** Agreement between Johnson County Library and the City of Edgerton, Kansas, for the Improvement of the Edgerton Bank of Knowledge Building

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



# **Agreement between Johnson County Library and the City of Edgerton, Kansas, for the Improvement of the Edgerton Bank of Knowledge Building**

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of December, 2022 by and between the Board of Directors of the Johnson County Library ("JCL") and the City of Edgerton, Kansas, ("City").

WITNESSETH:

WHEREAS, the Edgerton Bank of Knowledge building located at 319 East Nelson serves as a branch of the Johnson County Library (the "Facility"); and

WHEREAS, the parties have determined that it is in the best interests of the general public to make certain public improvements to the Facility (the "Projects"); and

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

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

WHEREAS, the Projects has been approved, authorized, and budgeted by the City and JCL; and

WHEREAS, the Board has authorized its Chairman to execute any and all Agreements for JCL participation in the Projects which has been approved and authorized pursuant to the Policies and Guidelines adopted by the Board and for which funding has been authorized and budgeted therefore; and

WHEREAS, the governing body of the City did approve and authorize its Mayor to execute this Agreement by official vote on the \_\_\_ day of December, 2022.

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

1. **Purpose of Agreement.** The parties enter into this Agreement for the purpose of undertaking the Projects to assure a more adequate and safe Facility.



1. **Description of the Projects.** The Projects include the Library Brick Repairs and Library Roof Replacement as more specifically described on Exhibit A "Library Capital Improvement Program" under Funded Projects.
2. **Estimated Cost and Funding of Projects**
  - a. The estimated total cost of the Projects ("Projects Costs"), are described on Exhibit A.
  - b. The Projects Costs will be split equally between the City and JCL.
  - c. Projects Costs include necessary costs and expenses of labor and material used in the construction of the Projects.
3. **Administration of Projects.** The Projects shall be administered by the City, acting by and through its designated representative who shall be the City public official designated as Project Administrator. The Project Administrator shall assume and perform the following duties:
  - a. Cause the making of all contracts, duly authorized and approved, for retaining consulting engineers to design and estimate the Project Costs.
  - b. If required by applicable state or federal statutes, solicit bids for the construction of the Projects by publication in the official newspaper of the City. In the solicitation of bids, the appropriate combination of best bids shall be determined by the City.
  - c. Cause the making of all contracts and appropriate change orders, duly authorized and approved, for the construction of the Projects.
  - d. Submit to JCL a statement of actual costs and expenses in the form of a payment request, with attached copies of all invoices and supporting materials, on or before the tenth day of each month following the month in which costs and expenses have been paid. JCL shall review the statement or payment request to determine whether the statement or payment request is properly submitted and documented and, upon concurrence with the Finance Director of JCL, ("Finance Director") cause payment to be made to the City of JCL's portion of the Projects Costs within thirty (30) days after receipt of such payment request.

Upon completion of the construction of the Projects, the Projects Administrator shall submit to JCL a final accounting of all Projects Costs incurred in the Projects for the purpose of apportioning the same among the parties as provided in this Agreement. The final accounting of Projects Costs shall be submitted by the Projects Administrator no later than



sixty (60) days following the completion of the Projects construction.

4. **Duration and Termination of Agreement**

- a. The parties agree that this Agreement shall remain in full force and effect until the completion of the Projects and payment in full by both parties. The Projects shall be deemed completed and this Agreement shall be deemed terminated upon written certification to each of the parties by the Projects Administrator that the Projects has been accepted as constructed. The City shall provide a copy of the Projects Administrator's certification to both JCL within thirty (30) days of the Projects Administrator's determination that the Projects is complete.

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

**Board of Directors of the Johnson  
County Library**

**City of Edgerton, Kansas**

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Bethany Griffith  
Chair

Attest:

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Donald Roberts  
Mayor

Attest:

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David Sims  
Vice Chair

Approved as to form:

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Alexandria Clower  
City Clerk

Approved as to form:

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Fred J. Logan, Jr.  
Attorney

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Lee Hendricks  
City Attorney



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