

**EDGERTON CITY COUNCIL  
MEETING AGENDA  
CITY HALL, 404 EAST NELSON STREET  
June 8, 2023  
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 May 25, 2023 Regular City Council Meeting.

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

**Regular Agenda**

5. **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.
6. **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**

7. **CONSIDER ORDINANCE NO. 2138 AUTHORIZING BOND DOCUMENTS AND THE ISSUANCE OF THE CITY'S TAXABLE INDUSTRIAL REVENUE BONDS (ELHC IX, LLC PROJECT) SERIES 2023, FOR THE PURPOSE OF FINANCING AND PROVIDING TAX ABATEMENT FOR A WAREHOUSE AND DISTRIBUTION FACILITY.**

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

**8. CONSIDER PROFESSIONAL SERVICES AGREEMENT BETWEEN CITY OF EDGERTON AND RENAISSANCE INFRASTRUCTURE CONSULTING, INC. FOR 2<sup>ND</sup> STREET RECONSTRUCTION**

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

**9. CONSIDER DESIGN/BUILD AGREEMENT BETWEEN CITY OF EDGERTON AND AMERICAN RAMP COMPANY FOR GLENDELL ACRES PARK RENOVATION**

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

**10. Report by the City Administrator**

- Report of Road Conditions of Edgewood-2<sup>nd</sup> to 4<sup>th</sup>

**11. Report by the Mayor**

**12. Future Meeting Reminders:**

- June 13<sup>th</sup>: Planning Commission – 7:00PM
- June 22<sup>nd</sup>: City Council Meeting – 7:00PM
- July 6<sup>th</sup>: Budget Work Session – 7:00PM
- July 11<sup>th</sup>: Planning Commission – 7:00PM
- July 13<sup>th</sup>: City Council Meeting & Work Session – 7:00PM
- July 27<sup>th</sup>: City Council Meeting – 7:00PM

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

**EVENTS**

June 9: Red Cross Community Blood Drive  
June 12: Kid Craft – Succulent Pot  
June 13: Tales for Tots  
June 16-17: Frontier Days  
June 21: Senior Lunch & BINGO  
June 22: Kid Chefs – Pizza  
June 24: Intro to Karate  
June 28: Cooking Class – Chef Around the World  
June 30: Donuts & Yard Games – Horseshoes & Croquet

**City of Edgerton, Kansas**  
**Minutes of City Council Regular Session**  
**May 25, 2023**

A Regular Session of the City Council (the Council) was held in the Edgerton City Hall, 404 E. Nelson, Edgerton, Kansas May 25, 2023. The meeting convened at 7:01PM with Mayor Roberts presiding.

**1. ROLL CALL**

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

With a quorum present, the meeting commenced.

Staff in attendance:

- City Administrator, Beth Linn
- City Attorney, Lee Hendricks
- City Clerk, Alex Clower
- Assistant City Administrator, Meagan Borth
- Marketing & Communications Manager, Kara Banks
- Public Works Director, Dan Merkh present via phone
- Public Works Superintendent, Trey Whitaker
- Development Services Director, Zachary Moore
- Finance Director, Karen Kindle
- Accountant, Justin Vermillion

**2. WELCOME.** Mayor Roberts welcomed all in attendance.

**3. PLEDGE OF ALLEGIANCE.** All present participated in the Pledge of Allegiance.

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

4. Approve Minutes from May 11, 2023 Regular City Council Meeting.

Councilmember Lebakken moved to approve the Consent Agenda. Councilmember Beem seconded the motion. The consent agenda was approved, 3-0.

**Regular Agenda**

5. **Declaration.** There were no declarations made, however Mayor Roberts invited Lieutenant Barney to speak regarding the incident involving a vehicle pursuit Wednesday night that ended in Edgerton.

Lieutenant Barney with the Johnson County Sheriff's Office addressed the Council. He stated he was the Watch Commander on scene during the incident. He stated around 11:15PM officers were notified of a vehicle pursuit by local law enforcement ending in the City at 3<sup>rd</sup> and Nelson

St. with two occupants fleeing the car and remaining two occupants being apprehended. He stated with the help of 15 other law enforcement officers from 6 agencies, they began to set a perimeter to search for the other two offenders and located both within the next few hours.

Mayor Roberts asked where the vehicle pursuit originated.

Lt. Barney responded Wellsville.

Mayor Roberts stated praised the Sheriff's Office and the other law enforcement agencies. He stated he knows there's been some chatter online about notice, but he would rather law enforcement stay on the job and when time allows send necessary notice.

Lt. Barney responded they had three K9 units and two drones out. He stated they captured the last person once everything settled down.

Councilmember Longanecker stated there was a lot of chatter about someone being shot.

Lt. Barney responded that no one was shot in the incident last night.

All Councilmembers stated they were very appreciative of Lt. Barney coming and informing them of what happened in town.

Mayor Roberts stated the Sheriff's Office did use NotifyJoCo to inform those in the surrounding area of the incident. It did reach a small portion of the community, but the range selected was not wide enough. He stated the Sheriff's Office notified residents that they have since fixed that error. He stated people should sign up for this notification system. The City uses it often to notify of large-scale events, floods, road closures, water main breaks, etc.

Lt. Barney stated he is an admin of the notification system with the Sheriff's Office. He stated it is important that everyone use their current address since that is how most notifications are targeted.

Mayor Roberts stated he appreciates the efforts from all agencies in last night's incident and thanked Lt. Barney for coming.

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

7. **Presentations** by Representatives from Outside Agencies for 2024 Budget Requests  
Mayor Roberts stated the requests that are brought forward for the budget are not set in stone until budget approval.

- Project Grad, Kim Good and Beth Sebastian

Ms. Kim Good and Ms. Beth Sebastian addressed the Council. They stated they are current members of the 2024 Project Grad Committee. Ms. Good stated they are both residents of

Edgerton and their kids have come up through Edgerton Elementary. She explained Project Grad's mission to provide a safe environment for one last memory for the graduating class at no cost to the seniors. She stated there are all sorts of entertainment, games, DJ, food, etc. She stated the committee is asking the City for \$5,000-\$7,000 due to the increasing costs of everything. She stated their final goal for this year is \$35,000.

Mayor Roberts stated he thinks this is worth funding but would like to know how much the City of Gardner donates to the organization.

Ms. Good stated she does not know what they have donated or will donate this year but would be happy to follow up with an email.

Councilmember Longanecker asked how big the class is this year.

They stated they believe it is around 411 graduating. Last year they believe about 215 students showed up at Project Grad. Each student goes home with a prize, valued at \$100.

Councilmember Lebakken asked if this donation goes toward 2024 Class.

Mayor Roberts stated all budget requests tonight are for 2024 and will be formally approved during the 2024 Budget approval.

Councilmember Beem stated he is comfortable meeting in the middle and bumping this years request to \$6,000.

Mayor Roberts then requested motion for approval of \$6,000 to Project Grad for 2024 Budget approval.

Councilmember Beem moved to approve the motion, seconded by Councilmember Lebakken. All in favor, the motion was approved, 3-0.

- Robert Cook Memorial VoTech Scholarship, Jim Dean  
Mr. Jim Dean addressed the Council. He stated he came last year for the first time to request funding to provide scholarships for vo-tech students. He stated there were no Edgerton students who applied last year so the money funding in 2023 is in reserve to use for future Edgerton student. He stated they have also teamed up with Gardner Edgerton School Foundation to help get the word out. He stated last year, the primary funding was from a car show fund raiser which did really well and they were able to increase the scholarships to \$1,500 each. He stated although they received good funding, they were not able to fund as many scholarships as they had hoped. He stated this year, they plan advertise the scholarships more and get the word out. He stated last year, there was funding for four scholarships and only three were given. He stated the additional funding was given to the Gardner Edgerton school foundation to go to their emergency fund which is given back to community when someone needs help with food, bills, etc.

Councilmember Longanecker stated he is impressed with the setup of this scholarship.

Mayor Roberts stated they did not give out the two scholarships that the City previously donated to fund, but because they increased the amount to \$1,500 he would still like to donate an additional \$1,000 this year to keep the ability of funding two scholarships.

Mr. Dean stated he would appreciate the fund of \$1,000 to have \$3,000 in reserves and fund two scholarships. He stated they will work hard to get word out to more students.

Mayor Roberts stated there might be some opportunities to highlight the scholarships to through the City's channels. He asked Mr. Dean to reach out to staff to coordinate with Marketing to allow for some help with marketing the scholarship within the community.

Mayor Roberts then requested motion for approval of \$1,000 to the VoTech Scholarship for 2024 Budget approval.

Councilmember Longanecker moved to approve the motion, seconded by Councilmember Beem. All in favor, the motion was approved, 3-0.

Mr. Dean thanked Council for their funding.

Mayor Roberts stated he appreciates it when people are able to come and provide feedback to allow Council to hear how the programs are doing.

Mr. Dean stated the goal is to be able to fund more significant sized scholarships in the future.

- Frontier Days, John Daley

Mr. John Daley stated there will be a carnival and activities throughout the day and music at night. He stated like many things, costs have gone up. He stated they are priced out at carnivals and have to stick with inflatables this year, and unfortunately big-name carnivals might not come back to Edgerton. He stated they are requesting \$30,000 because other donations are drying up, insurance has gone up, they have to pay to staff carnivals, etc. He stated the costs continue to rise.

Councilmember Longanecker asked what happened to carnivals like we used to have.

Mr. Daley stated COVID really wiped out many smaller carnival companies and a lot of them do not want to travel to Kansas. He stated the entire event costs around \$75,000, with donations made from companies at the intermodal, Central Bank of the Midwest, Saint's Pub + Patio, etc.

Mayor Roberts stated a lot of carnivals closed down to insurance and inspections processes.

Councilmember Beem asked if Fun Services was bringing rides.

Mr. Daley stated they're using a competitor out of Missouri, which is bringing their own staff.

Mayor Roberts asked what the dates are.

Mr. Daley stated the third week in June, 16-17<sup>th</sup>.

Councilmember Longanecker stated he does not have a problem with the \$30,000 because the event brings a lot of fun to Edgerton.

Mayor Roberts stated they have also had to spend a little more this year on generators and will likely have to next year as well.

Mayor Roberts then requested motion for approval of \$30,000 to Frontier Days for 2024 Budget approval.

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

- Johnson County Utility Assistance, Joanne Haworth  
Ms. Joanne Haworth thanked the City for their support shown to the program. She stated this program has been around for about 30 years with a location in Gardner serving the southwest area which serves Edgerton, Gardner, and Spring Hill areas. She stated to receive assistance residents must be a Johnson County resident, and to receive Edgerton funding they must reside in Edgerton. She stated they also look at just the last 30 days of income. She stated the utility bill must be in the name of the person requesting assistance and they must show history of account payments within the last 90 days. She stated residents can qualify for \$450 per household with \$150 of that being Edgerton funds, but they want to go up to \$200 because costs are rising. She stated so far this year, 6 households have been served and \$320 of Edgerton funds have been used for utility assistance. She stated additional services are offered such as food pantry, medical vouchers, etc. She stated to date, there's roughly \$2,700 of Edgerton funds remaining and they are requesting a donation of \$1,500 for 2024.

Mayor Roberts stated it looks like it averages 10 households per year receiving assistance.

Councilmember Longanecker stated he is comfortable with the request and would be comfortable raising the donation to \$2,000. He stated he worked with this program last fall to help a resident and was very impressed with what all they do and how well they did.

Ms. Haworth stated they are not only looking at bills, but helping people with tools they need to succeed. She stated if they need help again, they are given resources so that they can succeed.

Mayor Roberts stated he is comfortable with moving to \$200 per person and \$2,000 for the funding request. He stated this does credit back to Edgerton residents and rolls over every year if any money is left over in the Edgerton fund.

Mayor Roberts then requested motion for approval of \$2,000 with \$200 per household, to the Johnson County Utility Assistance for 2024 Budget approval.

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

- United Community Services (HSF), Christina Ashie Guidry  
Ms. Christina Ashie Guidry thanked the City for their support. She stated because of the 13 other cities in Johnson County that provide funding, their services are provided throughout the county. She stated the focus tonight is the Human Service Fund which is safety based programs, mental health, transportation, and core services to allow recipients to be productive members of the community. She stated they have a competitive grant review process, supporting 20 different programs with 4 of those being grassroots based. She stated larger grants go to larger organizations for job training support, children support, and things like Salvation Army for homelessness. She stated in 2022 they saw an increase in the number of services provided, with 221 units of service compared to 158 units of service in 2021. She stated in 2021, they came and asked permission to open a small grants pool for smaller grassroots-based organizations to access up to \$5,000 with membership to build grant writing skills. She stated she's happy to say, they've been able to build and produce significant outcomes. This year they are asking for \$2,625 for 2024 to try to stay consistent with the population and growth in service requests.

Mayor Roberts stated he really appreciates UCS because they are so data driven. He stated they are not making decisions without the data to back it and the footwork they put in to know the numbers. He stated about 230 families received assistance from UCS.

Councilmember Longanecker stated their request is only \$125 more than last year, about 5%, so not asking for anything outrageous.

Councilmember Lebakken stated she would be comfortable seeing this amount increase.

Mayor Roberts stated they did not 100 percent fund every grant program, however extra money to the program does not hurt. He reiterated that all of the presentations tonight are just a request and Council has not formally adopted the budget yet, so this amount could change. He stated he is comfortable putting a line item in for \$3,000.

Councilmember Longanecker agreed and stated this does our community good.

Councilmember Lebakken stated 230 is over 10% of our population.



Mayor Roberts stated the funds help those that are Edgerton related, they may be homeless in Olathe but will receive help.

Mayor Roberts then requested motion for approval of \$3,000 to United Community Services for 2024 Budget approval.

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

- Miami County Conservation District, Kaitlin Knauss

Ms. Linn stated staff was notified this afternoon that due to some unforeseen circumstances, Ms. Knauss is unable to attend this event. She stated it is important in the budget process to receive direction from Council to include funding at this point and staff can work with them to attend a future meeting.

Mayor Roberts stated Hillsdale Lake supplies the water for Edgerton, and Miami County Conservation is the group that helps protect the lake. He stated he would recommend keeping the budget there.

Ms. Linn stated normally a representative from Miami County Conservation shares their 3 year grant cycle, which is helpful for Council to set a number to use for now and continue to work through the budget process.

Councilmember Longanecker stated he is comfortable budgeting for \$5,000, same as last year.

Mayor Roberts then requested motion for approval of \$5,000 to Miami County Conservation District for 2024 Budget approval.

Councilmember Longanecker moved to approve the motion, seconded by Councilmember Beem. All in favor, the motion was approved, 3-0.

- ElevateEdgerton!, James Oltman

Mr. James Oltman stated ElevateEdgerton! was formed in 2017 as the lead economic development organization for the City of Edgerton. He stated it is a 501(c)6, membership-based organization with the majority of funding coming from the private businesses. He stated they work with the city on contract for economic development services. He shared with Council some highlights of the last year, including the approval of Dwyer Farms development and the addition of Goodcents at the Travel Plaza. He stated they will continue to keep working to provide other food establishments in the general area. He stated ElevateEdgerton! began the Edge Grant Program last year and he is excited to see how that program progresses. He stated just recently ElevateEdgerton! worked with Edgerton Elementary PTO to construct a sensory garden at the school. He stated activity at LPKC is good, with the addition of Simmons Pet Food, and expansions at JB Hunt and TSL. He

stated a new container storage facility is working its way through Planning Commission and the next spec building at LPKC is being developed at about 1 million square feet, bringing 16.5 Million square feet of industrial to LPKC. He stated many tenants at LPKC continue to make their own financial contributions to community organizations.

He stated the scope has not changed over the last several years. He stated housing is still a priority and retail and commercial recruitment efforts are still in progress. He stated work force is a huge topic among employers. He stated they have worked hard to reconnect and forge a good continuing relationship with USD231, which recently joined as a paying dues member of ElevateEdgerton!. He stated included in the packet is the 2024 scope of services to be provided with the proposed financial terms, which is structured slightly differently with no budget increase. He stated this year, the budget is shifted to include more flexibility in the cash contributions for general operating expenses.

Councilmember Longanecker stated he thinks Elevate does good work. He stated he is surprised they are not asking for more.

Mr. Oltman stated they work hard and work to be cognizant and good stewards of their finances as they continue to add new members each year. He stated this has really helped absorb costs.

Mayor Roberts then requested motion for approval of \$65,000 of contributions, and \$10,000 in-kind from City of Edgerton for use of Marketing and Communications employee to ElevateEdgerton! for 2024 Budget approval.

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

**Funding Request added:** Mayor Roberts stated he would like to discuss an additional funding option. He stated he is a huge fan of the Edge Grant Program for housing. ElevateEdgerton! is planning to keep the commercial side of this program, but his hope is to pull the residential side into the city. He stated he would like to target \$25,000 for that grant program and begin structuring what this looks like for this next year with staff.

Ms. Linn stated this year ElevateEdgerton! will continue to run this program.

Mr. Oltman stated currently \$10,000 is allotted to this program. He stated Mayor, staff and himself have had conversations about how to make this program long-term and get more money into the program to provide more benefit to the residents. He stated they would like to move the beautification from ElevateEdgerton! to the City to allow for the programs to be funded more robustly. He stated ElevateEdgerton! would keep control of the small business and attraction grant. He stated he thinks the City could likely expand this portion faster than Elevate could and put a larger benefit back into the community with either more grant opportunities or increase in funding.

Mayor Roberts stated the focus for the City would be residential properties, not business. The concept behind this is to improve the community as a whole through this grant program. He pointed to Louisburg as a good example. He stated he would like to put this as a place holder right now and work through the details later.

Ms. Linn stated preservation of housing is a direct benefit to the city.

Councilmember Longanecker stated he is good with that amount because it enhances the community. He asked if all dollars have been awarded.

Mr. Oltman stated last year, yes, but not all has been awarded yet this year.

Mayor Roberts then requested motion for approval of \$25,000 to be listed as a place holder for the City with the Edge Grant Program for residential beautification for 2024 Budget approval.

Councilmember Longanecker moved to approve the motion, seconded by Councilmember Beem. All in favor, the motion was approved, 3-0.

**8. PUBLIC HEARING FOR ORDINANCE NO. 2137 ESTABLISHING A RURAL HOUSING INCENTIVE DISTRICT AND ADOPTING A PLAN FOR THE DEVELOPMENT OF HOUSING AND PUBLIC FACILITIES IN SUCH DISTRICT, AND MAKING CERTAIN FINDINGS IN CONJUNCTION THEREWITH**

Mayor Roberts stated he would like to reopen the Public Hearing from the previous council meeting.

He then opened the public hearing at 8:12PM

With no questions or comments, he then closed the public hearing at 8:12PM.

**9. CONSIDER ORDINANCE NO. 2137 ESTABLISHING A RURAL HOUSING INCENTIVE DISTRICT AND ADOPTING A PLAN FOR THE DEVELOPMENT OF HOUSING AND PUBLIC FACILITIES IN SUCH DISTRICT, AND MAKING CERTAIN FINDINGS IN CONJUNCTION THEREWITH**

Ms. Linn stated the City has agreed to construct certain public infrastructure to serve the housing development, the City plans to reimburse itself for the public infrastructure by creating a rural housing incentive district. She stated the City took the first step toward creating the RHID when it considered the housing study. The City has also obtained the approval of the Secretary of Commerce to create the district.

She stated as required by Kansas Statute, a public hearing notice was issued, however the hearing publication was not legible. She stated the city then adopted Resolution No. 04-13-23A

which held the same findings and called for a continuation of the public hearing to this evening. She stated notice was published of such public hearing as required.

She stated the Ordinance for approval establishes the RHID and approves the plan for development of housing and public facilities.

With no questions or comments, Mayor Roberts requested approval of Ordinance No. 2137, establishing a rural housing incentive district, and adopting a plan for the development of housing and public facilities in such district.

Councilmember Longanecker moved to approve the motion, seconded by Councilmember Lebakken. Ordinance No. 2137 was approved, 3-0.

**10. CONSIDER RESOLUTION NO. 05-25-23A AUTHORIZING THE CITY TO EXECUTE AND DELIVER A LEASE SUBORDINATION AGREEMENT IN CONNECTION WITH THE ELHC LII, LLC PROJECT**

Ms. Linn stated the City previously approved and issued an IRB for Inland Port 52, where Simmons Pet food is located on 20500 Corliss Rd. She stated this was financed on an interim basis and they would now like to obtain permanent financing.

With no questions or comments, Mayor Roberts requested approval of Resolution No. 05-25-23A, authorizing the city to execute and deliver a lease subordination agreement in connection with the ELHC LII, LLC project.

Councilmember Longanecker moved to approve the motion, seconded by Councilmember Beem. Resolution No. 05-25-23A was approved, 3-0.

**11. PUBLIC HEARING FOR THE SUBMITTAL OF E 2<sup>ND</sup> & E HULETT SANITARY SEWER PROJECT APPLICATION TO JOHNSON COUNTY FOR COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDING FOR 2024**

Mayor Roberts opened the public hearing at 8:20PM

With no questions or comments, he then closed the public hearing at 8:20PM.

**12. CONSIDER SUBMITTAL OF E 2<sup>ND</sup> & E HULETT SANITARY SEWER PROJECT APPLICATION TO JOHNSON COUNTY FOR COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDING FOR 2024**

Mr. Whitaker stated each year Johnson County invites cities to submit applications for Community Development Block Grant (CDBG) funds made available by the federal government. Johnson County states that the primary goal of Johnson County's Community Development program is to

provide federal financial assistance to eligible applicants for the purpose of community development. Toward this goal, the County has identified a number of strategic priorities.

1. Complete/advance existing projects approved by voters and the Board of County commissioners with efficiency and effectiveness.
2. Strengthen and finance the appropriate level of service to meet the needs of the County's vulnerable populations, pursuing innovative strategies.
3. Develop a creative and innovative vision for a transit plan that is fiscally stable.
4. Focus on developing innovative initiatives that enhance operational effectiveness and efficiency, levels of customer service and stewardship.

Typically, Edgerton has applied for CDBG projects every other year because the City applies for \$200,000, the two-year maximum award amount. However, in 2023 the City did not receive the max amount. In response, staff recommends applying for funding in 2024 to continue maximizing available outside funding to leverage city dollars to continue the replacement of aging city infrastructure.

The E 2<sup>nd</sup> & E Hulett Sanitary Sewer Project is an eligible Public Facilities and Improvement project for use of CDBG funds. Additionally, all of Edgerton is within a Census Block Group that qualifies for funding by area benefit. The E 2<sup>nd</sup> and E Hulett Sanitary Sewer Project area would be north of the 2023 CDBG Project. The Project would consist of Cured In Place Pipe (CIPP), Manhole Patches, and Point Repairs. Quantities of each repair type will be analyzed by an engineer but anticipated to be approximately three to six thousand (3,000-6,500) linear feet of CIPP. The project will be sized to maximize budget dollars should the market change drastically before bidding occurs or the award amount differs from the amount applied for.

The project will continue the City's replacement of aging sanitary sewer infrastructure to reduce the amount of Inflow and Infiltration (I&I) from this area. I&I is the wastewater system receiving stormwater, then conveying it to the plant for treatment.

Cities who are interested in submitting a CDBG application to the County are required to obtain the views of citizens through at least one public hearing held before the City Council and advertised at least fourteen (14) days in advance in the city's newspaper of record. The public comment period begins on the day after publication. The City of Edgerton published a Public Hearing Notice in the Gardner News on May 10th. At time of preparation of the packet, the City has received no comments. The City will hold a Public Hearing on Thursday, May 25<sup>th</sup> prior to considering this item.

CDBG is a reimbursement program in which cities may apply for up to \$200,000 every two years, or \$100,000 annually. CDBG funds do not have a required match. However, the City is expected to provide leveraged funds in accordance with its financial capability. The application must contain verifiable statements indicating that the local leveraged funds represent the maximum amount available for the activity and that without the requested CDBG funds the activity could not be completed. However, those costs may be documented and used as local leveraged funds. Staff recommends applying for \$200,000 CDBG funding for 2024, to be used together with \$53,300 of unused sewer funds from 2023 CDBG project. If the City is awarded all \$200,000, we would be ineligible to apply for funds in 2025.

This Project is not currently included in the approved 2023-2027 Capital Improvement Plan, because at time of approval the City anticipated being ineligible to apply. If the City is successful in being awarded a grant, staff will include the project with a recommendation for funding during this year's CIP discussion.

Ms. Linn stated the City applied for \$200,000 for 2023, and was awarded \$100,000. She stated the county's amounts are based on request instead of award amount, so the recommendation is to submit for \$100,000 with matching funds left at \$53,300. She stated grant funding like has significant requirements for reporting. She stated staff will report back and make decisions of how to structure projects with the awarded amount. She stated this is not included in the CIP because staff did not know they were not going to award us that amount last year.

Mayor Roberts stated the key to receiving this funding is that the City must have matching funds.

Ms. Linn stated they do not award without the matching funds.

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

**13. CONSIDER A PROJECT BUDGET ADJUSTMENT FOR THE NELSON STREET FROM EAST 3<sup>RD</sup> STREET TO WEST 8<sup>TH</sup> STREET (CARS) PROJECT, INCLUDING 2022 STREET PRESERVATION PROJECT**

Ms. Linn stated during the transition to the new software, it was discovered two project accounts were created for this program and caused an error when balancing the accounts due to the unaccounted expenditures mostly for design of the CARS project, totaling roughly \$19,000 not previously accounted for. She stated to properly close out the 2022 projects and accurately reflect the budget and expenditures, staff recommends approved a budget adjustment by allocating \$19,029 additional funds from the Unallocated Fund Balance/Reserves.

The 2022 City of Edgerton Financial Statements as presented by the auditor show \$270,025 in unallocated funds added to reserves due to 2022 receipts over 2022 expenditures.

Staff has implemented procedures to prevent this error in the future.

With no questions or comments, Mayor Roberts requested approval of the budget adjustment for the 2022 Street Preservation project.

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

**14. CONSIDER PROJECT BUDGET ADJUSTMENT FOR THE 2023 STREET PRESERVATION PROGRAM AND AWARD OF CONSTRUCTION TO HARBOUR**

**CONSTRUCTION INC. FOR THE UBAS & ASPHALT OVERLAY PORTION OF THE  
2023 STREET PRESERVATION PROGRAM**

Mr. Whitaker addressed the Council. He reviewed the description as listed within the council packet and stated the the bids received for this project were all over the engineers estimate. Staff recommends a waiver of the estimate and awarding the UBAS project to the low bid, Harbour Construction. He stated the Chip Seal bids also exceeded the engineers estimate, therefore staff is recommending waiving the engineers estimate and awarding the low bid from Vance Brothers.

He stated the combined bids for the programs total \$187,815. The project budget is \$158,063. The difference is \$29,752. The project manual allows the City to match bid quantities to align with budgeted funds. After reviewing the bids and the proposed project scope, staff recommend allocating additional funding.

Over the last several years the overall project cost related to the Street Preservation Program have been difficult to estimate. To identify trends or the reasons behind the fluctuation in pricing staff reviewed historical data over the last three (3) years. We analyzed the cost per unit as well as the size of the project. He stated the data is listed in the council packet for each and discussed three options with the governing body for moving forward with this project. He stated the pros and cons of each are also listed.

Option #1 (Contractor with Reserves): Award the 2023 Street Preservation Program in totality to the lowest/best bidders as bid.

Budget: Contracted total would be \$187,815. This exceeds the allocated project budget (\$158,063) by \$29,752. Would require a budget adjustment in the amount of \$29,752. Staff recommends use of funds from Unallocated Fund Balance/General Fund Reserves.

Option #2 (Patching by PW with Reserves): Remove the Asphalt Patching line item from Contractor. Perform that work in house by Public Works Staff.

Budget: Contracted total would be \$167,815 with removal of asphalt patching line item. Public Works would need \$12,000 in materials to perform asphalt patching in house. Total project cost \$179,815. This exceeds the allocated project budget (\$158,063) by \$21,752. Would require a budget adjustment in the amount of \$21,752. Staff recommends use of funds from Unallocated Fund Balance/General Fund Reserves.

Option #3 (Patching by PW with Operating Budget): Remove the Asphalt Patching line item from Contractor. Perform that work in house by Public Works Staff. Scope of work for Option #2 vs Option #3 is the same with the exception of method of funding.

Budget: Contracted total would be \$167,815 with removal of asphalt patching line item. Total project cost would be \$167,815. This exceeds the allocated project budget (\$158,063) by \$9,752. Would require a budget adjustment in the amount of \$9,752. Staff recommends use of funds from Unallocated Fund Balance/General Fund Reserves.

Public Works would need \$12,000 in materials to perform asphalt patching in house. This cost would be absorbed by 2023 Public Works Operating Budget for street maintenance activities. This allocation would use ALL funds dedicated in the PW Operating Budget for street maintenance.

He stated based on the analysis of each option, staff is recommending option 1 as described in the council packet and to approve the budget adjustment of \$29,752 from general fund unallocated fund balance/reserves and award the 2023 Street Preservation Program to the two lowest/best bidders.

Councilmember Longanecker stated he does not know where the time would come from for Public Works to do this work on top of the work they already do.

Councilmember Lebakken stated the other options seem to be more of a band aid, and option one makes more sense. Prices will continue to only go up.

With no further questions or comments, Mayor Roberts requested motion to move forward with Option 1 as presented.

Councilmember Longanecker made motion, seconded by Councilmember Beem. The motion was approved, 3-0.

**15. CONSIDER AWARD OF CONSTRUCTION TO VANCE BROTHERS INC. FOR THE CHIP SEAL PORTION OF THE 2023 STREET PRESERVATION PROGRAM**

Mayor Roberts stated the description was given on the prior item and asked if there were any further questions or comments.

With no questions or comments, he then requested motion to approve the item as presented with option 1.

Councilmember Longanecker made motion, seconded by Councilmember Lebakken. The motion was approved, 3-0.

**16. PUBLIC HEARING FOR RESOLUTION NO. 05-25-23B TEMPORARILY WAIVING CITY PROHIBITION AS TO THE SALE AND CONSUMPTION OF ALCOHOLIC LIQUOR ON CERTAIN PUBLIC PROPERTY**

Ms. Paddock addressed the Council. She stated to serve and consume alcohol at the Frontier Days event, the city must waive the prohibition of such within 200 feet of a church, school, nursing home, library or hospital, as listed within the city code. She stated this can be done following a public hearing and finding by the governing body.



She stated if approved, the resolution would grant the wavier requested by Frontier Days with stipulations as listed. She stated the Johnson County Sheriff's Office has already been informed that alcohol may be served.

Mayor Roberts opened the public hearing at 8:41PM.

With no questions or comments, he then closed the public hearing at 8:42PM.

**17. CONSIDER RESOLUTION NO. 05-25-23B TEMPORARILY WAIVING CITY PROHIBITION AS TO THE SALE AND CONSUMPTION OF ALCOHOLIC LIQUOR ON CERTAIN PUBLIC PROPERTY**

With no questions or comments, Mayor Roberts requested motion to approve Resolution No. 05-25-23B.

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

Mayor Roberts stated he would like to see about removing the public hearing portion of this. He stated he feels that notice of the item itself on the agenda is notice enough and asked Mr. Hendricks if there was anything surrounding that where it may cause issue to not have the public hearing.

Mr. Hendricks stated no, this was a city code rule and can be changed. He agreed that notice enough is the item on the agenda.

Mayor Roberts asked staff to work on bringing an ordinance back to council at a future date to update the code.

**18. CONSIDER RESOLUTION NO. 05-25-23C AUTHORIZING SPECIAL EVENT PERMIT FOR SALE AND CONSUMPTION OF ALCOHOLIC LIQUOR ON CERTAIN PUBLIC PROPERTY WITHIN THE CITY OF EDGERTON, KANSAS**

Ms. Paddock stated this resolution will approve the special event permit provided by Frontier Days Association to allow for their event within downtown Edgerton from June 16-17<sup>th</sup>. She stated approval of this resolution is pending review of applicable documents associated with the city permit, the approval of the alcohol permit with the state, and the insurance for the event.

With no questions or comments, Mayor Roberts requested motion to approve the resolution for the special event permit.

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

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

Ms. Linn stated The Greenspace Project is out to bid. She stated if demo of the yellow house and red garage cannot be completed before the 13<sup>th</sup> of June, they will have to wait until after Frontier Days. She stated the plan is for demo to take place anywhere from June 7<sup>th</sup>-13<sup>th</sup>. All utilities have been removed and the buildings are ready to come down. She stated the Fire Department has been using the empty buildings for some training exercises.

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

Mayor Roberts stated he does not have a report to give but would like to allow some time for Councilmember Lebakken to address her concerns.

Councilmember Lebakken stated she was absent at the last meeting but when reading the minutes from that meeting, she then had a conversation with the gentleman who sent in the comment regarding scooters. She stated she would like to revisit this policy because as it stands today, she feels it is extreme. She stated if parents are there and they are old enough or have valid license, they should know the rules of the road and drive adhering to those.

Mayor Roberts stated he would like to allow staff some time to look into what other communities do such as Olathe and Overland Park. He stated he knows there are some geographic rules regarding the scooters people can take on sidewalks around. He asked staff to do some research and bring back information and let the Klamm's know what meeting conversations will be had. He stated it may need to be a work session.

Mayor Roberts then asked Ms. Linn to discuss the email sent to Councilmembers.

Ms. Linn read the email on behalf of the citizen and discussed items throughout.

**Subject:** Signage on South Bound I-35 regarding warehouses on 207th

As you all are aware, or should be, the Johnson County Commissioners, in response to numerous complaints from southern rural Johnson County residents, have prohibited semi-truck traffic on 199th, 207th and 215th. They are now going to do the same for Gardner Road from 199th to 215th.

Back in November 2021 when 207th west of Gardner Road was closed and no detour signs were placed for the traffic to the warehouses on 207th, I sent an email regarding signage be placed on south bound I-35 to make the semi-truck drivers aware to use the multi-million dollar 4 land interchange on Homestead to access the warehouses. I received a response from Beth Linn stating the KDOT denied the request. I am somewhat reluctant to believe that a request was even sent to KDOT, but I took it at her word.

So fast forward to May, 2023. Once a semi-truck exits SB I-35 at the Gardner road exit and turns left and commits to going south on Gardner Road, there are no truck routes that allow them to access the warehouses on 207th street. Unfortunately, there is no signage on I-35 to give them a heads up. I count at least 5 trucks every day on Gardner Road turning west on 207th to access the warehouses.

If I were a tenant in one of your leased warehouses on 207th, I would be livid that the distribution chain is disrupted by the city in which the warehouses are built. Just 2 nights ago, 2 semi-trucks had to back out of 215th onto Gardner road which disrupted many local residents from getting to and from their homes. Again, as you are aware, or should be aware, Gardner Road is a narrow 2 lane road with no shoulders and some

parts have steep ditches on either side. Have all of your tenants in the warehouses on 207th been made aware of the prohibition of semi-truck traffic on the roads listed?

My question is, if KDOT denied the request for signage in 2021, has an appeal been filed? Has a new application been made? If not, why? It seems it would be a better working relationship with your tenants if you took the steps necessary to keep the supply lines open and not put the semi-truck drivers at risk of a ticket for using a prohibited road to reach your buildings.

Joyce Ghaisarnia  
21725 S Waverly Rd  
Spring Hill, KS 66083

Ms. Linn stated the Johnson County Commissioners did approve a resolution to prohibit truck traffic on Gardner Road from 199<sup>th</sup> to 215<sup>th</sup> Street. She stated the City of Edgerton has attempted numerous times to have additional signage placed but have been denied. She stated she would also like to note that the reference to no signs on I-35 is also not City of Edgerton jurisdiction. She stated there is not a formal process for requesting these signs, so there is no appeal. The City has, however, made numerous attempts to have KDOT place signs and will continue to do so. She stated KDOT in the past has voiced concerns that if they add signage here, they will then have to provide signage for numerous areas, so they continue to say no.

Ms. Linn stated the City works diligently to have strong relationships with the tenants at LPKC. She stated millions of dollars have been spent on infrastructure made for truck traffic and we would like to see them use it, however from her experience when the GPS says to go the shortest route, that's what people take.

She stated she wanted to provide clarification and if council has any questions, she's happy to answer them.

Mayor Roberts stated he would love to respond or sign a response drafted with staff. He stated she did copy Commissioner O'Hara on the email thread, so he would like to respond to both that state and federal roadways are not the jurisdiction of the city, that requests for signs have been made and denied, and to say Council discussed this tonight.

He asked if Council is supportive of that decision. All were in favor of this approach.

He stated the county did approve a letter to KDOT to place signage at all exits that are not Homestead Lane, prohibiting truck traffic. He stated he believes KDOT cannot say yes, as those are not their roadways, and it will likely get denied. He stated there have been discussions and he believes there should be more regarding 199<sup>th</sup> Street and 191<sup>st</sup> Street. He stated Council has discussed safety issues before and there is most certainly a reason to consider truck prohibition at 191<sup>st</sup> Street.

He stated it is worth watching the Board of County Commissioners meeting from today. He stated he appreciates the comments brought forward. He stated Edgerton has always been on the side of logical truck routes of people and goods across the county. He stated the Logistics Park serves all the surrounding areas with movement of goods that people order on a regular basis. He stated without things like the intermodal, prices would go up because of the demand and lack of supply or the inability to get it here.

## **Adjourn**

Councilmember Beem moved to adjourn, seconded by Councilmember Lebakken. All in favor.  
The meeting was adjourned at 9:03PM.

Submitted by Alexandria Clower, City Clerk

## CITY OF EDGERTON, KANSAS

### COUNCIL AGENDA ITEM

---

**Council Meeting Date:** June 8, 2023

**Agenda Item:** Ordinance Authorizing Bonds and Bond Documents

**Subject:** Industrial Revenue Bonds and Property Tax Abatement for ELHC IX Project

---

#### Summary:

The City received an application for property tax abatement from ELHC IX, LLC for a project located in the Logistics Park, consisting of an approximately 1,006,016 sq. ft. warehouse and distribution facility, to be located at 30500 and 30700 W. 183<sup>rd</sup> Street, Edgerton, Kansas (the "Project").

The City has previously adopted Resolution No. 07-08-10A on July 8, 2010, Resolution No. 04-25-13A on April 25, 2013, and Resolution No. 04-09-15A on April 9, 2015 (collectively, the "Resolution of Intent") expressing the intent of the City to issue its industrial revenue bonds in multiple series, the aggregate amount of all series not to exceed \$1,000,000,000, to finance the costs of acquiring, constructing, reconstructing, improving and equipping various projects within The Logistics Park-KC for the benefit of Edgerton Land Holding Company, LLC, or its assigns (the "Developer"). The City adopted Resolution No. 03-23-23A on March 23, 2023 (the "Assignment Resolution") consenting to the assignment of \$80,000,000 of the Developer's interest in the Resolution of Intent to ELHC IX, LLC for the Project. Prior to adopting the Assignment Resolution, the City held a public hearing on the Project and considered the cost-benefit report.

#### Ordinance:

The Ordinance authorizes the City to issue up to \$80,000,000 of industrial revenue bonds for the Project. This bond issue is commonly referred to as a "buy your own bonds bond issue." ELHC IX will be both the lessee on the project and the owner of the bonds. When the bonds are issued, ELHC IX will lease the project site to the City as is required by state law to give the City the necessary legal interest in the Project to issue the bonds. The City will then sublease the project back to ELHC IX. ELHC IX will be obligated to repurchase the project at the conclusion of the tax abatement.

The bonds will be limited obligations of the City. This means that the City has to make payments on the bonds to ELHC IX as the owner of the bonds only to the extent the City receives payments from ELHC IX pursuant to the lease. If lease payments from ELHC IX are insufficient to cover scheduled debt service on the bonds, the City is not obligated to make up any shortfall from any other funds of the City. The bonds are not a general obligation of the City and do not count against the City's debt limit.

The Ordinance authorizes the City to enter into the following documents:

- (a) Trust Indenture which contains the terms governing the Bonds and contains the form of the Bonds;
- (b) Base Lease Agreement whereby the City leases the project site from ELHC IX;
- (c) Lease Agreement whereby the City will lease the project to ELHC IX for the term of the tax abatement;
- (d) Bond Purchase Agreement whereby ELHC IX agrees to acquire the Bonds;
- (e) Performance Agreement whereby ELHC IX agrees to make certain payments-in-lieu of tax payments; and
- (f) Origination Fee Agreement whereby ELHC IX agrees to pay the origination fee to the City over time.

[Summary Published in *The Gardner News* on June 14, 2023]

**ORDINANCE NO. 2138**

**AN ORDINANCE AUTHORIZING BOND DOCUMENTS AND THE  
ISSUANCE OF THE CITY'S TAXABLE INDUSTRIAL REVENUE BONDS  
(ELHC IX, LLC PROJECT) SERIES 2023, FOR THE PURPOSE OF  
FINANCING AND PROVIDING TAX ABATEMENT FOR A WAREHOUSE  
AND DISTRIBUTION FACILITY.**

**WHEREAS**, the City of Edgerton, Kansas (the "City"), is authorized pursuant to the provisions of K.S.A. 12-1740 to 12-1749d, inclusive, as amended (the "Act"), to acquire, purchase, construct, install and equip certain commercial and industrial facilities, and to issue industrial revenue bonds for the purpose of paying the cost of such facilities, and to lease such facilities to private persons, firms or corporations; and

**WHEREAS**, the governing body of the City has heretofore and does now find and determine that it is desirable in order to promote, stimulate and develop the general economic welfare and prosperity of the City and the State of Kansas that the City issue its Taxable Industrial Revenue Bonds (ELHC IX, LLC Project) Series 2023, in an aggregate maximum principal amount not to exceed \$80,000,000 (the "Bonds"), for the purpose of acquiring, constructing and equipping a commercial project, consisting of an approximately 1,006,016 sq. ft. warehouse and distribution facility, to be located at 30500 and 30700 W. 183rd Street, Edgerton, Kansas, including land, buildings, structures, improvements, fixtures, machinery and equipment (the "Project"), and that the City lease the Project to ELHC IX, LLC, a Kansas limited liability company (the "Company"); and

**WHEREAS**, the governing body of the City further finds and determines that it is necessary and desirable in connection with the issuance of the Bonds that the City enter into certain agreements, and that the City take certain other actions and approve the execution of certain other documents as herein provided;

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

**Section 1. Authorization for the Acquisition, Purchase, Construction, Installation and Equipping of the Project.** The City is hereby authorized to provide for the acquisition, purchase, construction, installation, rehabilitation and equipping of the Project, all in the manner and as more particularly described in the Indenture and the Lease Agreement hereinafter authorized.

**Section 2. Authorization of and Security for the Bonds.** The City is hereby authorized to issue and sell the Bonds for the purpose of providing funds to pay the cost of acquiring, purchasing, constructing, installing and equipping the Project. The Bonds shall be issued and secured pursuant to the herein authorized Indenture and shall bear such date, shall mature at such time, shall be in such denominations, shall bear interest at such rates, shall be in such form, shall be

subject to redemption and other terms and conditions, and shall be issued in such manner, subject to such provisions, covenants and agreements, as are set forth in the hereafter defined Indenture. The Bonds shall be payable solely out of the rents, revenues and receipts derived by the City from the Project, and the Project and the net earnings derived by the City from the Project shall be pledged and assigned to the hereafter defined Trustee as security for payment of the Bonds as provided in the Indenture.

**Section 3. Authorization of Documents.** The City is hereby authorized to enter into the following documents, in substantially the forms presented to and reviewed by the Governing Body of the City (copies of which documents, upon execution thereof, shall be filed in the office of the City Clerk), with such changes therein as shall be approved by the officers of the City executing such documents, such officers' signatures thereon being conclusive evidence of their approval thereof:

(a) Trust Indenture dated the date set forth therein (the "Indenture"), between the City and UMB Bank, N.A., as trustee (the "Trustee"), pursuant to which the Bonds shall be issued and the City shall pledge the Project and assign the rents, revenues and receipts received pursuant to the hereafter defined Lease to the Trustee for the benefit of and security of the holder of the Bonds upon the terms and conditions as set forth in said form of Indenture;

(b) Base Lease Agreement dated the date set forth therein (the "Base Lease"), between the Company and the City, under which the City will lease the project site from the Company;

(c) Lease Agreement dated the date set forth therein (the "Lease Agreement"), between the City and the Company, under which the City will agree to use the proceeds derived from the sale of the Bonds for the purpose of acquiring, purchasing, constructing, installing and equipping the Project and to sublease the Project to the Company, and the Company will agree to make payments in amounts sufficient to provide for the payment of the principal of, redemption premium, if any, and interest on the Bonds as the same become due;

(d) Bond Purchase Agreement dated the date set forth therein (the "Bond Purchase Agreement"), among the City, the Company, as lessee, and the Company, as purchaser;

(e) Performance Agreement dated the date set forth therein (the "Performance Agreement"), between the City and the Company; and

(f) Origination Fee Agreement dated the date set forth therein (the "Origination Fee Agreement"), between the City and the Company.

**Section 4. Execution of Bond and Documents.** The Mayor of the City is hereby authorized and directed to execute the Bonds and to deliver the Bonds to the Trustee for authentication for and on behalf of and as the act and deed of the City in the manner provided in the

Indenture. The Mayor of the City is hereby authorized and directed to execute the Indenture, the Base Lease, the Lease Agreement, the Bond Purchase Agreement, the Performance Agreement, the Origination Fee Agreement and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance, for and on behalf of and as the act and deed of the City. The City Clerk of the City is hereby authorized and directed to attest to and affix the seal of the City to the Bonds, the Indenture, the Base Lease, the Lease Agreement, the Bond Purchase Agreement, the Performance Agreement, the Origination Fee Agreement and such other documents, certificates and instruments as may be necessary.

**Section 5. Further Authority.** The City shall, and the officers, employees and agents of the City are hereby authorized and directed to, take such action, expend such funds and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance and to carry out, comply with and perform the duties of the City with respect to the Bonds, the Indenture, the Base Lease, the Lease Agreement, the Performance Agreement, the Bond Purchase Agreement and the Origination Fee Agreement.

**Section 6. Effective Date.** This Ordinance shall take effect and be in force from and after its passage, approval and publication in summary form in the official City newspaper.

**PASSED** by the Governing Body of the City of Edgerton, Kansas, this 8<sup>th</sup> day of June, 2023.

---

Donald Roberts, Mayor

[SEAL]

ATTEST:

---

Alexandria Clower, City Clerk

Approved as to form:

---

Scott W. Anderson, Bond Counsel





**EDGERTON**  
global routes. local roots.

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

## City Council Action Item

**Council Meeting Date:** June 08, 2023

**Department:** Public Works

### **Agenda Item: Consider Professional Services Agreement Between City of Edgerton and Renaissance Infrastructure Consulting, Inc. for 2<sup>nd</sup> Street Reconstruction**

**Background/Description of Item:**

On March 23, 2023 the City of Edgerton issued a Request for Qualifications seeking engineering teams for the 2<sup>nd</sup> Street Reconstruction project. The project includes street improvements, stormwater improvements, installation of trails, streetlighting, and assistance with easement acquisition.

Request for Qualifications were due on May 02, 2023 and interviews with the short-listed teams were conducted on May 10, 2023. The selection committee recommends Renaissance Infrastructure Consulting Inc. (RIC) as the best, most qualified team for the project. The selection committee recommends the team based on their existing experience with other municipal projects of similar size.

The project scope approved in the CIP includes reconstruction of 2<sup>nd</sup> Street from Nelson Street to the terminus of the Grade Separation project. While most of this roadway is within Edgerton corporate city limits, a portion of this roadway is within unincorporated Johnson County. The level of participation from Johnson County in design and/or construction has yet to be determined. The project scope includes an initial preliminary design phase to assist the City in finalizing the cross section and project extents.

In addition to the existing scope, Staff requested RIC provide a cost estimate for design for the portion of Edgewood from 2<sup>nd</sup> Street to approximately West 4<sup>th</sup> Street due to significant degradation of that roadway. Staff will present additional information regarding Edgewood during the City Administrator Report.

Enclosed is the draft Professional Services Agreement between the City of Edgerton and RIC. for the Project. The Professional Services Agreement has been reviewed and approved by City Staff, City's Insurance Representative, and City Attorney.



The Project budget included in the 2023-2027 Adopted CIP is \$4,900,500. After negotiation scope and fee with the consultant the price for services structured as described below:

CURRENT PROJECT		
CITY	2 <sup>nd</sup> Street-Nelson to south City limits	\$ 407,025
JOCO	2 <sup>nd</sup> Street-County section	\$ 116,085
	<b>TOTAL</b>	<b>\$ 523,110</b>
ALTERNATE		
CITY	Edgewood-2 <sup>nd</sup> to 4 <sup>th</sup>	\$ 137,495


At this time, City Staff recommends entering into a contract with RIC to design the 2<sup>nd</sup> Street Reconstruction project to include both the City and County portions of the Current Project Scope for a total of \$523,110. This provides the City with the most flexibility to determine at a future date what level of construction, if any, the City chooses to authorize based on participation from the County or other relevant factors.

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

---

**Funding Source:** PIF LPKC Phase I & Other

**Budget Allocated:** Project budget \$4,900,500

x 

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

---

<p><b>Recommendation: Approve Professional Services Agreement Between City of Edgerton and Renaissance Infrastructure Consulting, Inc. for 2<sup>nd</sup> Street Reconstruction in the amount of \$523,110 and Authorize the Mayor to execute the agreement.</b></p>
--

**Enclosed:** Contract

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

**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 \_\_\_\_\_, 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"):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

## **2<sup>nd</sup> Street Reconstruction Project**

The project includes design, plans, specifications and project administration duties for the reconstruction of 2nd Street to a 28-foot two-lane roadway from Nelson Street south to the termination of the 207<sup>th</sup> Street Grade Separation project. The 2nd Street roadway section shall generally consist of two twelve-foot wide opposing lanes with curb and gutter, enclosed storm sewer, 5' sidewalk, and a 10' trail.

This project will be designed to APWA standards in English units.

It is assumed that APWA specifications, KDOT standard specifications and job special provisions will govern. Project specific job special provision will be prepared for concrete pavement, curb & gutter, sidewalk and trail to meet KCMMB standard only.

The consulting Engineer shall furnish and perform the professional duties and services required for the design and the construction services during construction in accordance with engineering services outlined below.

### **I. DATA COLLECTION & CONCEPTUAL DESIGN**

#### **A. Establish Horizontal and Vertical Control using Kansas State Plane Coordinate System of 1983 and NAVD 88.**

- Research for available control - benchmarks, land corners, property pins and horizontal control

#### **B. Complete Boundary Survey**

- Research for property ownership, easements, land corners, property pins, section corners, etc.
- Tie in all necessary section corners
- Tie in all existing property lines and corners
- Establish Railroad right-of-way.
- Process, calculate and prepare property drawing.

#### **C. Complete Topographic Survey**

- Locate all features along survey corridor. Locate existing property pins, marked utilities, fences, signs, streets, sidewalks and other pertinent information.
- Locate all utilities along survey corridor.
- Provide required cross sections per KDOT Standards for H&H.
- Process topographic survey - Prepare a base map using topographic survey, utility information and boundary survey information.
- Topographic survey limits should be from Nelson Street south to termination of 207<sup>th</sup> Grade Separation project. Edgewood Drive from 2<sup>nd</sup> Street to 4<sup>th</sup> Street. Topographic survey should go approximately 25

# EXHIBIT 1

## SCOPE OF SERVICES

beyond right-of-way on both sides, 100 feet beyond right-of-way on side streets and 100 feet upstream and downstream and crossroad culverts and existing drainage ditches.

### **D. Utility Research & Coordination**

- RIC will send letters to all utilities within the proposed project limits informing them of the project and requesting maps of existing facilities.
- RIC will create utility tracking spreadsheet to track communication with utilities and documents received.

### **E. Conceptual Design Report**

- RIC will prepare a conceptual design report for a conceptual design for 2<sup>nd</sup> Street.
- Report shall include typical sections including subgrade modifications.
- Show existing right-of-way and analyze need for additional right-of-way.
- Establish a conceptual horizontal alignment and vertical profile for 2<sup>nd</sup> Street from Nelson Street to termination of 207<sup>th</sup> Street Grade Separation project.
- Conceptual Design will analyze location for proposed sidewalks and trails, including conceptual enclosed storm sewer and crossroad culverts, conceptual street lighting and analyze phasing of construction to maintain traffic to the Co-op.
- Conceptual Design Report will include a conceptual cost estimate for 2<sup>nd</sup> Street Reconstruction within City limits, 2<sup>nd</sup> Street in the County and a per linear foot conceptual cost estimate for reconstruction of Edgewood Drive from 2<sup>nd</sup> Street to 4<sup>th</sup> Street.
- RIC will submit the Conceptual Design Report to the City for review and comment. Following review by the City, RIC will meet with the City to discuss comments from the City. RIC will revise the Conceptual Design Report based on comments received from the City.

## **II. FIELD CHECK PLANS**

### **A. Field Check Plans**

Prior to beginning Field Check plans the City will determine if portion of 2<sup>nd</sup> Street located within the County and/or Edgewood Drive will be included in Field Check Plans.

The following plans will be engineered and drafted to an approximate 50% completion level:

- Cover Sheet
- Typical Sections
- General Notes & Quantities
- Roadway Plan & Profile Sheets

# EXHIBIT 1

## SCOPE OF SERVICES

- Intersection Detail Sheets
- Storm Sewer Plan & Profile Sheets
- Drainage Area Map
- Preliminary Construction Sequencing
- Preliminary Traffic Control
- Preliminary Erosion Control
- Preliminary Cross Sections at 50' Interval

### **B. Preliminary Opinion of Probable Cost**

- Develop preliminary construction quantities.
- Develop preliminary opinion of probable project costs itemized by unit of work and contingency.

### **C. Field Check Design Deliverables**

- RIC will provide electronic copy of the Field Check Plans and field check cost estimate electronically in a portable document format (.pdf) to the City for Review. It is assumed that the City will compile all comments onto one set of plans to be returned to RIC.

### **D. Revise Field Check**

- RIC will revise Field Check plans based on comments received from City review of Field Check plans prior to Field Check.

### **E. Attend Field Check**

- 2 RIC Project team members will participate in a full day field check.

### **F. Assess Right-of-Way, Easements and Permits**

- Following Field Check, RIC will assess the need for additional right-of-way, easements and permits needed.

### **G. Utility Coordination**

- RIC will incorporate comments from Field Check and then send plans to utility companies.
- RIC will conduct a meeting with Utilities to discuss the Field Check plans, the project schedule and potential utility conflicts and relocations.

### **H. Progress Meetings**

- RIC will conduct progress meetings with City staff every other week during Field Check Phase.

# EXHIBIT 1

## SCOPE OF SERVICES

### III. FINAL DESIGN

#### A. Legal Descriptions and Tract Maps

- Legal property descriptions and tract maps for affected parcels will be developed by RIC based on the Field Check plans.
- It is assumed that legal descriptions and tract maps will be developed for 28 parcels for City portion of 2<sup>nd</sup> Street. If the County portion is included 2 additional parcels will be needed. If Edgewood Drive is included 23 additional parcels will be needed.
- RIC will stake proposed right-of-way and easements to assist the City in property acquisition.

#### B. Revisions to Right of Way Plans and Tract Maps

- RIC will make required revisions to the plans based on negotiation between the City and the property owners. It is assumed that one revision will be required for 20 parcels.

#### C. Final Plans

The following plans are anticipated to be included in the Final Plans Submittal:

- Cover Sheet
- General Notes
- Summary of Quantities
- General Layout
- Alignment Plan
- Typical Sections
- Foundation Treatment, Compaction & Subgrade Detail Sheets
- Demolition Plan
- Roadway Plan and Profile Sheets
- Intersection Details
- Paving Joint Details
- Pavement Details
- Miscellaneous Details
- Inlet and Manhole Details (10)
- Storm Sewer Plan & Profiles
- Drainage Area Map
- Drainage Calculations
- Culvert Details and Summary
- Outlet Scour Protection
- Traffic Control Plans & Details
- Street Lighting Plans & Details
- Signage & Pavement Marking Plan & Details
- Miscellaneous Details

# EXHIBIT 1

## SCOPE OF SERVICES

- Erosion and Sediment Control Plans & Details
- Cross Section Sheets

### **D. Prepare Final Opinion of Probable Cost**

- Develop final plan construction quantities.
- Develop final opinion of probable project costs itemized by unit of work.

### **E. Final Plans Deliverables**

- RIC will provide electronic copy of the Office Check Plans and office check cost estimate electronically in a pdf format (.pdf) to the City for Review.
- It is assumed that the City will compile all comments onto one set of plans to be returned to RIC.

### **F. Prepare Bid Documents**

- RIC will prepare project specifications. Bid items and project specifications shall conform to APWA specifications, KDOT standard specifications or special provisions.
- Prepare any Special Provisions to the Standard Specifications necessary for any unique bid items.
- City will provide RIC will contract and bid documents template.

### **G. Prepare SWPPP & NOI Application**

- RIC will prepare a Stormwater Pollution Prevention Plan for submittal to KDHE.
- RIC will fill out Notice of Intent application for signature by the City.
- RIC will submit signed NOI & SWPPP to KDHE for approval.

### **H. Utility Coordination**

- RIC will send final plans to utility companies.
- RIC will stake preliminary alignment and structures for utilities prior to Utility Coordination Meeting.
- RIC will conduct a meeting with Utilities to discuss the Final plans, the project schedule, utility conflicts and relocations.

### **I. Progress Meetings**

- RIC will conduct progress meetings with City staff every other week during Field Design Phase.

## **IV. BIDDING PHASE**

### **A. Answer Questions During Bidding**

- RIC will answer contractor questions during the bid period, as well as provide addenda to the bidding documents as required/requested.
- Assumes only minor plan or specification revisions. Any significant changes shall be negotiated as additional services.

# EXHIBIT 1

## SCOPE OF SERVICES

### **B. Attend Pre-Bid Meeting**

- RIC will attend a Pre-Bid meeting to discuss the project and answer questions from Bidders prior to the bid opening.

### **C. Attend Bid Opening**

- RIC will attend the bid opening.

### **D. Tabulate Bids & Recommend Best Bidder**

- RIC will tabulate bids and prepare bid summary.
- RIC will check references for lowest bidder and prepare letter to the City recommending the best bidder.

## **V. CONSTRUCTION SERVICES**

RIC will be available for discussion and consultation during construction phase, but construction observation will be the responsibility of the City of Edgerton. Construction services will include the following items:

- RIC will review shop drawings and submittals.
- Answer questions during construction.
- Help City review pay applications.
- Prepare minor plan revisions as necessitated.
- Participate in final walk through and prepare punch list.
- Prepare one set of final record drawings.
- Attend construction progress meetings or field visits as directed by the City

## **VI. MISCELLANEOUS**

### **A. Floodplain Management**

- In all cases that a hydraulic model is generated for a project, the Final hydraulic model and JOCO Hydraulic Model Submittal Form shall be submitted to the project administrator. In addition, if the project impacts a FEMA Special Flood Hazard Area and:
  - There is a rise in the Floodway elevation or greater than 1.0 foot rise in the Floodplain elevation - use FEMA Effective Model in the hydraulic analysis and submit CLOMR and LOMR to FEMA. Also, City Floodplain Development Permit should be submitted to the City Floodplain Manager.
  - There is no rise in the Floodway and less than 1.0 foot in the Floodplain - use FEMA Effective Model in the hydraulic analysis and submit City Floodplain Development Permit should be submitted to the City Floodplain Manager.

### **B. Public Outreach**

- RIC will attend two Public Outreach meetings to be conducted by the City at date of time determined by the City.



## EXHIBIT 1

### SCOPE OF SERVICES

- RIC will prepare exhibits for Public Outreach meetings.
- RIC will contact the Edgerton Co-op and conduct one-on-one meeting with owner prior to conceptual design.

#### **C. Assumptions**

- Utility design is not included in this contract.
- City will be responsible for property acquisition.
- City will designate a Project Representative to review the work of and provide direction to the Engineer.

## **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.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
05/01/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Holmes Murphy & Associates - KC  1828 Walnut Sreet Suite 700 Kansas City, MO 64108		<b>CONTACT NAME:</b> Monica Wilks <b>PHONE (A/C, No. Ext):</b> 816 857-7820 <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> mwilks@holmesmurphy.com																					
<b>INSURED</b> Renaissance Infrastructure Consulting, Inc.  8653 Penrose Lane Lenexa, KS 66219		<table border="1"><thead><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A:</td><td>HARTFORD UNDERWRITERS INS CO</td><td>30104</td></tr><tr><td>INSURER B:</td><td>NUTMEG INS CO</td><td>39608</td></tr><tr><td>INSURER C:</td><td>TRUMBULL INS CO</td><td>27120</td></tr><tr><td>INSURER D:</td><td>HARTFORD FIRE IN CO</td><td>19682</td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	HARTFORD UNDERWRITERS INS CO	30104	INSURER B:	NUTMEG INS CO	39608	INSURER C:	TRUMBULL INS CO	27120	INSURER D:	HARTFORD FIRE IN CO	19682	INSURER E:			INSURER F:		
INSURER(S) AFFORDING COVERAGE		NAIC #																					
INSURER A:	HARTFORD UNDERWRITERS INS CO	30104																					
INSURER B:	NUTMEG INS CO	39608																					
INSURER C:	TRUMBULL INS CO	27120																					
INSURER D:	HARTFORD FIRE IN CO	19682																					
INSURER E:																							
INSURER F:																							

## COVERAGES

CERTIFICATE NUMBER: 68637181

REVISION NUMBER:


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY  <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			83SBWAW8LCV	05/03/23	11/03/23	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY  <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			83UEGAG3292	05/03/23	11/03/23	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			83SBWAW8LCV	05/03/23	11/03/23	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	83WBGAL1H2M	05/03/23	11/03/23	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	<input checked="" type="checkbox"/> Professional Liability			37OH044640823	05/03/23	11/03/23	Each Claim 5,000,000 Annl Aggr 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The City of Edgerton is added as additional insured on the general liability as required by written contract.

## CERTIFICATE HOLDER

City of Edgerton  404 East Nelson  Edgerton, KS 66021  USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

## CANCELLATION

© 1988-2015 ACORD CORPORATION. All rights reserved.

ACORD 25 (2016/03)

mwilksks  
68637181

The ACORD name and logo are registered marks of ACORD

**EXHIBIT 3**  
**COST AND SCHEDULE**

**EXHIBIT 3  
FEE ESTIMATE  
2nd Street Reconstruction Plans  
Edgerton, KS**

	Description	Principal	PM	Project Engineer (PE)	Design Engineer (IE)	Landscape Architect	Sr. Tech	RLS	Survey Crew	Survey CAD Technician	Project Representative	Total Hrs
TASK	2nd Street Reconstruction Plans											
<b>Phase I - Project Kickoff, Survey, &amp; Conceptual Design Memo</b>												
1	Project Kickoff Meeting		2	2								4
2	Field Survey							16	136			152
3	Property Research							40		30		70
4	Utility Research & Coordination		8	12	12		24				12	68
5	Prepare Base Map							8		60		68
6	Prepare Conceptual Design	1	32	48	60	8	80					229
7	Prepare Conceptual Design Report	2	12	16	24		24					78
8	Meet w/ City to Discuss Conceptual Design	2	2	2								6
9	Address City comments from Conceptual Design Memo	1	4	8		2	8					23
	Hours for Data Collection & Conceptual Design	6	60	88	96	10	136	64	136	90	12	698
<b>Phase II - Field Check Plans (Nelson to City Limits)</b>												
10	Develop Field Check Plans	4	40	60	120	8	200					432
11	Conduct Progress Meetings w/ City	8	8	8								24
12	Utility Coordination		2	8	8		4					22
13	Prepare Preliminary Cost Estimate		1	4	4		4					13
14	QA/QC of Field Check Plans	2	8	8	8	2	8				4	40
15	Submit Field Check Plans to City		2									2
16	Address City Comments Before Field Check	1	2	12	16	2	24					57
17	Staking for Field Check							3	16	8		27
18	Conduct Field Check with City		8	8								16
19	Incorporate Comments from Field Check		4	16			24					44
20	Assess need for Easements		2	4			4					10
21	Assess need for Permits		2	4								6
22	Send Field Check Plans to Utilities				2							2
23	Prepare & Submit CLOMR Application to FEMA		2	8	12		8					30
24	Conduct Public Outreach Meeting		2	2	8		8					20
25	Conduct Utility Meeting		2	2								4
	Hours for Field Check Design	15	85	144	178	12	284	3	16	8	4	749
<b>Phase III - Final Design (Nelson to City Limits)</b>												
26	Conduct Progress Meetings w/ City	8	8	8								24
27	Utility Coordination		2	8	8		4					22
28	Prepare Easement Exhibits (Assumes 28 Properties @ \$500)							60		60		120
29	Prepare Final Plans	2	32	40	60	8	100					242
30	Prepare Final Cost Estimate	1	1	2	2	1	3					10
31	Prepare Project Specifications	1	4	12	16							33
32	QA/QC of Final Plans	1	8	8	8	2	4				4	35
33	Prepare SWPPP & NOI		2	8	12		8					30
34	Send Final Plans to Utilities				2							2
35	Staking for Easements							3	16	8		27
36	Staking for Utilities							3	16	8		27
37	Conduct Public Meeting		2	2								4
38	Conduct Utility Coordination Meeting		2	2								4
	Hours for Final Design	13	61	90	108	11	119	66	32	76	4	580
<b>Phase IV - Bidding Phase</b>												
39	Answer Questions During Advertisement for Bids		8	12	12	12	4					48
40	Attend Pre-Bid Meeting		2	2								4
41	Attend Bid Opening		2									2
41	Tabulate Bids & Recommend Best Bidder		1		2							3
	Hours for Bidding	0	13	14	14	12	4	0	0	0	0	57
<b>Phase V - Construction Administration Phase (Nelson to City Limits)</b>												
42	Attend Pre-Construction Meeting		3	3								6
43	RFIs, RFPs, Shop Drawing Review	4	8	16	24	4						56
44	Answer Question During Construction	2	24	32		8	20					86

**EXHIBIT 3  
FEE ESTIMATE  
2nd Street Reconstruction Plans  
Edgerton, KS**

45	Construction Administration	4	20	40							24	88
46	Final Walk Through and Develop Contractor Punch List		4	4	4	4						16
47	Prepare & Submit LOMR Application to FEMA		2	8	8		12					30
48	Preparation of Record Drawings		8	12	24	2	40	2	24	8		120
	Hours During Construction	10	69	115	60	18	72	2	24	8	24	402

<b>Labor Rate</b>	<b>\$ 240.00</b>	<b>\$ 200.00</b>	<b>\$ 150.00</b>	<b>\$ 120.00</b>	<b>\$ 120.00</b>	<b>\$ 95.00</b>	<b>\$ 150.00</b>	<b>\$ 175.00</b>	<b>\$ 95.00</b>	<b>\$ 95.00</b>	
											<b>Totals</b>
Sub-Total - Phase I - Project Kickoff, Survey, & Conceptual Design Memo	\$ 1,440.00	\$ 12,000.00	\$ 13,200.00	\$ 11,520.00	\$ 1,200.00	\$ 12,920.00	\$ 9,600.00	\$ 23,800.00	\$ 8,550.00	\$ 1,140.00	\$ 95,370.00
Sub-Total - Phase II - Field Check Plans (Nelson to City Limits)	\$ 3,600.00	\$ 17,000.00	\$ 21,600.00	\$ 21,360.00	\$ 1,440.00	\$ 26,980.00	\$ 450.00	\$ 2,800.00	\$ 760.00	\$ 380.00	\$ 96,370.00
Sub-Total - Phase III - Final Design (Nelson to City Limits)	\$ 3,120.00	\$ 12,200.00	\$ 13,500.00	\$ 12,960.00	\$ 1,320.00	\$ 11,305.00	\$ 9,900.00	\$ 5,600.00	\$ 7,220.00	\$ 380.00	\$ 77,505.00
Sub-Total - Phase IV - Bidding Phase	\$ -	\$ 2,600.00	\$ 2,100.00	\$ 1,680.00	\$ 1,440.00	\$ 380.00	\$ -	\$ -	\$ -	\$ -	\$ 8,200.00
Sub-Total - Phase V - Construction Administration Phase (Nelson to City Limits)	\$ 2,400.00	\$ 13,800.00	\$ 17,250.00	\$ 7,200.00	\$ 2,160.00	\$ 6,840.00	\$ 300.00	\$ 4,200.00	\$ 760.00	\$ 2,280.00	\$ 57,190.00

<b>Labor - 2nd Street Reconstruction Plans</b>	<b>\$ 334,635.00</b>
--	----------------------

<b>Expenses</b>	
Printing	\$ 3,000.00
Mileage	\$ 500.00
Potholing for Utilities	\$ 10,000.00
FEMA Application Fees	\$ 14,500.00
Structural Engineering	\$ 13,500.00
Geotechnical Borings	\$ 15,890.00
O&E Reports (30 @ \$500 each)	\$ 15,000.00

<b>Total Expenses 2nd Street Reconstruction</b>	<b>\$ 72,390.00</b>
---	---------------------

<b>Total Fee for 2nd Street Reconstruction</b>	<b>\$ 407,025.00</b>
--	----------------------

<b>Total Fee for 2nd Street Reconstruction (County)</b>	<b>\$ 116,085.00</b>
<b>Total Fee for Edgewood Drive</b>	<b>\$ 137,495.00</b>

**EXHIBIT 3  
FEE ESTIMATE  
2nd Street Reconstruction Plans  
Edgerton, KS**

	Description	Principal	PM	Project Engineer (PE)	Design Engineer (IE)	Landscape Architect	Sr. Tech	RLS	Survey Crew	Survey CAD Technician	Project Representative	Total Hrs
<b>TASK</b>	<b>2nd Street Reconstruction Plans</b>											
<b>Phase II - Field Check Plans (County)</b>												
1	Develop Field Check Plans	2	20	32	40	8	80					182
2	Coordination w/ County		12	8								20
3	Utility Coordination		1	2	2		4					9
4	Prepare Preliminary Cost Estimate		1	2	2		2					7
5	QA/QC of Field Check Plans	1	4	4	4	1	4				4	22
6	Address City Comments Before Field Check	1	2	12	12	1	16					44
7	Staking for Field Check							2	8	4		14
8	Conduct Field Check with City		2	2								4
9	Incorporate Comments from Field Check		4	12	12	1	16					45
	Hours for Field Check Design	4	46	74	72	11	122	2	8	4	4	347
<b>Phase III - Final Design (County)</b>												
10	Conduct Progress Meetings w/ City	8	8	8								24
11	Coordination w/ County		12	8								20
12	Utility Coordination		1	2	2		4					9
13	Prepare Easement Exhibits (Assumes 2 Properties @ \$500)							4		4		8
14	Prepare Final Plans	1	16	20	30	4	40					111
15	Prepare Final Cost Estimate	1	1	2	2	0.5	3					9.5
16	QA/QC of Final Plans	1	4	4	4	1	2				4	20
17	Staking for Easements							2	8	4		14
18	Staking for Utilities							2	8	4		14
	Hours for Final Design	11	42	44	38	5.5	49	8	16	12	4	229.5
<b>Phase V - Construction Administration Phase (County)</b>												
19	RFIs, RFPs, Shop Drawing Review		8	16	24	4						52
20	Answer Question During Construction		12	16		4	10					42
21	Construction Administration		10	20							8	38
22	Final Walk Through and Develop Contractor Punch List		2	2	2	2						8
23	Preparation of Record Drawings		8	12	24	2	40	1	8	4		99
	Hours During Construction	0	40	66	50	12	50	1	8	4	8	239

<b>Labor Rate</b>	<b>\$ 240.00</b>	<b>\$ 200.00</b>	<b>\$ 150.00</b>	<b>\$ 120.00</b>	<b>\$ 120.00</b>	<b>\$ 95.00</b>	<b>\$ 150.00</b>	<b>\$ 175.00</b>	<b>\$ 95.00</b>	<b>\$ 95.00</b>	
<b>Sub-Total - Phase II - Field Check Plans (County)</b>	<b>\$ 960.00</b>	<b>\$ 9,200.00</b>	<b>\$ 11,100.00</b>	<b>\$ 8,640.00</b>	<b>\$ 1,320.00</b>	<b>\$ 11,590.00</b>	<b>\$ 300.00</b>	<b>\$ 1,400.00</b>	<b>\$ 380.00</b>	<b>\$ 380.00</b>	<b>Totals</b>
<b>Sub-Total - Phase III - Final Design (County)</b>	<b>\$ 2,640.00</b>	<b>\$ 8,400.00</b>	<b>\$ 6,600.00</b>	<b>\$ 4,560.00</b>	<b>\$ 660.00</b>	<b>\$ 4,655.00</b>	<b>\$ 1,200.00</b>	<b>\$ 2,800.00</b>	<b>\$ 1,140.00</b>	<b>\$ 380.00</b>	<b>\$ 45,270.00</b>
<b>Sub-Total - Phase V - Construction Administration Phase (County)</b>	<b>\$ -</b>	<b>\$ 8,000.00</b>	<b>\$ 9,900.00</b>	<b>\$ 6,000.00</b>	<b>\$ 1,440.00</b>	<b>\$ 4,750.00</b>	<b>\$ 150.00</b>	<b>\$ 1,400.00</b>	<b>\$ 380.00</b>	<b>\$ 760.00</b>	<b>\$ 33,035.00</b>
<b>Sub-Total - Phase V - Construction Administration Phase (County)</b>	<b>\$ -</b>	<b>\$ 8,000.00</b>	<b>\$ 9,900.00</b>	<b>\$ 6,000.00</b>	<b>\$ 1,440.00</b>	<b>\$ 4,750.00</b>	<b>\$ 150.00</b>	<b>\$ 1,400.00</b>	<b>\$ 380.00</b>	<b>\$ 760.00</b>	<b>\$ 32,780.00</b>

<b>Labor - 2nd Street Reconstruction Plans (County)</b>	<b>\$ 111,085.00</b>
---	----------------------

<b>Expenses</b>	
Printing	\$ 500.00
Potholing for Utilities	\$ 2,000.00
Structural Engineering	\$ 2,500.00

<b>Total Expenses 2nd Street Reconstruction (County)</b>	<b>\$ 5,000.00</b>
--	--------------------

<b>Total Fee for 2nd Street Reconstruction (County)</b>	<b>\$ 116,085.00</b>
---	----------------------



**EXHIBIT 3  
FEE ESTIMATE  
2nd Street Reconstruction Plans  
Edgerton, KS**

	Description	Principal	PM	Project Engineer (PE)	Design Engineer (IE)	Landscape Architect	Sr. Tech	RLS	Survey Crew	Survey CAD Technician	Project Representative	Total Hrs
<b>TASK</b>	<b>Edgewood Drive</b>											
<b>Phase II - Field Check Plans (Edgewood Drive)</b>												
1	Develop Field Check Plans	2	20	32	40	8	80					182
2	Utility Coordination		4	8	8		8				4	32
3	Prepare Preliminary Cost Estimate		1	2	2		2					7
4	QA/QC of Field Check Plans	1	4	4	4	1	4				4	22
5	Address City Comments Before Field Check	1	2	12	12	1	16					44
6	Staking for Field Check							2	8	4		14
7	Conduct Field Check with City		2	2								4
8	Incorporate Comments from Field Check		4	12	12	1	16					45
	<b>Hours for Field Check Design</b>	<b>4</b>	<b>37</b>	<b>72</b>	<b>78</b>	<b>11</b>	<b>126</b>	<b>2</b>	<b>8</b>	<b>4</b>	<b>8</b>	<b>350</b>
<b>Phase III - Final Design (Edgewood Drive)</b>												
9	Conduct Progress Meetings w/ City	8	8	8								24
10	Utility Coordination		4	8	16		8				4	40
11	Prepare Easement Exhibits (Assumes 23 Properties @ \$500)							46		46		92
12	Prepare Final Plans	1	16	20	30	4	40					111
13	Prepare Final Cost Estimate	1	1	2	2	0.5	3					9.5
14	QA/QC of Final Plans	1	4	4	4	1	2				4	20
15	Staking for Easements							2	8	4		14
16	Staking for Utilities							2	8	4		14
	<b>Hours for Final Design</b>	<b>11</b>	<b>33</b>	<b>42</b>	<b>52</b>	<b>5.5</b>	<b>53</b>	<b>50</b>	<b>16</b>	<b>54</b>	<b>8</b>	<b>324.5</b>
<b>Phase V - Construction Administration Phase (Edgewood Drive)</b>												
17	RFIs, RFPs, Shop Drawing Review		8	16	24	4						52
18	Answer Question During Construction		12	16		4	10					42
19	Construction Administration		10	20							8	38
20	Final Walk Through and Develop Contractor Punch List		2	2	2	2						8
21	Preparation of Record Drawings		8	12	24	2	40	1	16	4		107
	<b>Hours During Construction</b>	<b>0</b>	<b>40</b>	<b>66</b>	<b>50</b>	<b>12</b>	<b>50</b>	<b>1</b>	<b>16</b>	<b>4</b>	<b>8</b>	<b>247</b>

<b>Labor Rate</b>	<b>\$ 240.00</b>	<b>\$ 200.00</b>	<b>\$ 150.00</b>	<b>\$ 120.00</b>	<b>\$ 120.00</b>	<b>\$ 95.00</b>	<b>\$ 150.00</b>	<b>\$ 175.00</b>	<b>\$ 95.00</b>	<b>\$ 95.00</b>	
											<b>Totals</b>
<b>Sub-Total - Phase II - Field Check Plans (Edgewood Drive)</b>	<b>\$ 960.00</b>	<b>\$ 7,400.00</b>	<b>\$ 10,800.00</b>	<b>\$ 9,360.00</b>	<b>\$ 1,320.00</b>	<b>\$ 11,970.00</b>	<b>\$ 300.00</b>	<b>\$ 1,400.00</b>	<b>\$ 380.00</b>	<b>\$ 760.00</b>	<b>\$ 44,650.00</b>
<b>Sub-Total - Phase III - Final Design (Edgewood Drive)</b>	<b>\$ 2,640.00</b>	<b>\$ 6,600.00</b>	<b>\$ 6,300.00</b>	<b>\$ 6,240.00</b>	<b>\$ 660.00</b>	<b>\$ 5,035.00</b>	<b>\$ 7,500.00</b>	<b>\$ 2,800.00</b>	<b>\$ 5,130.00</b>	<b>\$ 760.00</b>	<b>\$ 43,665.00</b>
<b>Sub-Total - Phase V - Construction Administration Phase (Edgewood Drive)</b>	<b>\$ -</b>	<b>\$ 8,000.00</b>	<b>\$ 9,900.00</b>	<b>\$ 6,000.00</b>	<b>\$ 1,440.00</b>	<b>\$ 4,750.00</b>	<b>\$ 150.00</b>	<b>\$ 2,800.00</b>	<b>\$ 380.00</b>	<b>\$ 760.00</b>	<b>\$ 34,180.00</b>

<b>Labor - Edgewood Drive</b>	<b>\$ 122,495.00</b>
-------------------------------	----------------------

<b>Expenses</b>	
Printing	\$ 500.00
Potholing for Utilities	\$ 3,000.00
O&E Reports (23 @ \$500 each)	\$ 11,500.00

<b>Total Expenses Edgewood Drive</b>	<b>\$ 15,000.00</b>
--------------------------------------	---------------------

<b>Total Fee for Edgewood Drive</b>	<b>\$ 137,495.00</b>
-------------------------------------	----------------------



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

## City Council Action Item

---

**Council Meeting Date:** June 08, 2023

**Department:** Public Works

### **Agenda Item: Consider Design/Build Agreement Between City of Edgerton and American Ramp Company for Glendell Acres Park Renovation**

**Background/Description of Item:**

On May 27, 2021 City Council authorized a contract with SWT for the design of the Glendell Acres Park Renovation project. Glendell Acres Park Renovation project consists of a skatepark component, this portion of design is not included in the contract with SWT. SWT reached out to several designers and worked with American Ramp Company (ARC) to build a preliminary design. This preliminary design helped identify a scope and estimate fee.

American Ramp Company is a design/construction firm dedicated to the skateboard industry. They have completed several projects of all sizes in this region. SWT and City Staff recommend ARC to complete design and construct the skate park portion of the project, in the amount of \$160,000.

This contract amount fits within the current expanded budget provided by City Council. However, as the main portion of the project has not yet been bid, final pricing is not yet available. When the bidding process is complete and ready for City Council consideration, staff will also bring updated project estimates for consideration.

The draft Contract is still under review by the City Attorney and City's Insurance Representative. Staff would recommend approval of the Contract pending any changes from these individuals.

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

---

**Funding Source:** Park Impact Fee

**Budget Allocated:** \$740,867

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

---

**Recommendation: Approve Design/Build Agreement Between City of Edgerton and American Ramp Company for Glendell Acres Park Renovation in the Amount of \$160,000 and Authorize the Mayor to Execute the Contract Pending Any Changes from City Attorney**

**Enclosed:** Contract

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

## **DESIGN-BUILD AGREEMENT**

**THIS AGREEMENT** is made this \_\_\_\_ day of \_\_\_\_\_, 2023, by and between \_\_\_\_\_ (hereinafter called "**OWNER**"), whose principal office is located at \_\_\_\_\_, and American Ramp Company, (hereinafter called "**CONTRACTOR**"), whose principal office is located at 601 S. McKinley Ave, Joplin, MO 64801.

**PROJECT:** \_\_\_\_\_  
**LOCATION:** \_\_\_\_\_  
**PROJECT NUMBER:** \_\_\_\_\_

### **W I T N E S S E T H:**

For value received, CONTRACTOR and OWNER agree as follows:

#### **ARTICLE 1 DESCRIPTION OF WORK**

1.1 The CONTRACTOR hereby covenants and agrees with the OWNER that he will well and faithfully construct the project in accordance with each and every one of the conditions, covenants, stipulations, terms and provisions contained in the specifications, drawings, and general conditions relating to the project, and will well and faithfully comply with and perform each and every obligation imposed upon him by said documents.

1.2 DESIGN: Finalize Conceptual Design

1.3 CONSTRUCTION: Skatepark structure as determined by design. Scope of work is limited to the footprint of the skatepark as included as Exhibits to this contract as follows:

- Exhibit A – Scope of Work

#### **ARTICLE 2 CONTRACT AMOUNT**

2.1 OWNER agrees to pay CONTRACTOR the sum of **One Hundred Sixty Thousand Dollars (\$160,000.00)**, plus any applicable taxes, subject to additions and deductions for changes as may be agreed upon in writing. CONTRACTOR may bill his work progressively based on quantities installed.

2.2 All portions of this contract will be billed in progress billings to be submitted to the OWNER by the CONTRACTOR based on the following milestones:

25% At Signing of Contract  
25% At Completion of Conceptual Design  
25% Upon Mobilization  
25% Upon Project Completion

All progress billings are due in full within 15 days of receipt of invoice from CONTRACTOR.

2.3 Execution of any Attachments and/or Add Alternates will be bound by all terms and conditions of the Agreement. If any changes are determined necessary, ARC will issue a change request to the owner for approval prior to performing work.

2.4 "Completion of the Project" shall be deemed the earlier of 1.) the date Owner executes Contractor's punch-list/sign-off sheet; or 2.) The date the Owner opens the Project to the public for permanent use.

### **ARTICLE 3 INSURANCE AND INDEMNITY**

3.1 CONTRACTOR shall maintain at its cost the following minimum insurance and coverage throughout the term of the Agreement: Both (1) Comprehensive General Liability and (2) Comprehensive Automobile Liability Insurance covering liabilities for property damage and bodily injury, including death, at the minimum amount of One Million and No/100 Dollars (\$1,000,000.00) per occurrence. Contractor must maintain Workers Compensation with the limits required by federal and state law and Employer's Liability Insurance of not less than \$1,000,000 per accident for injury and \$1,000,000 per employee for disease with a \$1,000,000 disease policy limit.

3.2 CONTRACTOR agrees to indemnify and hold harmless OWNER from any and all claims, loss, or expense of every kind whatsoever which may arise from CONTRACTOR's negligent acts or omissions or breach of its obligations hereunder. OWNER agrees to indemnify and hold harmless CONTRACTOR from any and all claims, loss, or expense of every kind whatsoever which may arise from OWNER's negligent acts or omissions or breach of its obligations hereunder.

### **ARTICLE 4 CONTRACTOR'S AND OWNER'S RESPONSIBILITIES**

4.1 No variation of this agreement will be recognized unless such change has been approved in writing

4.2 CONTRACTOR may assign or transfer this Agreement or any part thereof or amounts due or to become due hereunder with the written consent of OWNER, which shall not be unreasonably withheld. OWNER understands that CONTRACTOR may subcontract the installation portion of this Agreement using independent Subcontractors without the consent of OWNER.

4.3 CONTRACTOR will in no way be liable for delays in the completion of the Project which are reasonably beyond the control of CONTRACTOR, including but not limited to: Acts of God, labor strikes, shortage of materials, shipping delays or actions attributable to the Purchaser.

4.4 After the final inspection and completion of the Project, all repair/replacement issues regarding the Project and the materials shall be determined under the terms set forth in CONTRACTOR's standard warranty.

4.5 During construction the entire job site is considered hazardous. Before, during and after construction, OWNER is responsible for securing the job site. OWNER is responsible for barricading the premises and warning persons of the dangers at the jobsite. Under no circumstances may the skatepark be skated or ridden until final completion of the Project.

CONTRACTOR will not be held liable for and OWNER shall hold CONTRACTOR harmless from any accidents that occur because ramps/rails were used before the Project was complete unless accidents are caused by negligence of the CONTRACTOR.

4.6 Both during construction and after completion, CONTRACTOR shall not be held liable for damages beyond its control including but not limited to: noise generated from the Project, before and after final completion, not including construction related noise, location choice, graffiti, injuries, additional expenses incurred by Purchaser, zoning issues, etc.

4.7 Building permits and other local licenses that are required for the Project are the sole responsibility of the OWNER. If CONTRACTOR is required to purchase these licenses, such costs will be billed to the OWNER and added to the contract price hereunder.<sup>3</sup>

4.8 All materials and workmanship are to conform to the contract drawings, details and specifications and the owner's Standards for Construction.

## **ARTICLE 5 MISCELLANEOUS**

5.1 The persons signing this Agreement warrant that they are duly authorized to sign on behalf of their respective parties and to bind their respective parties hereto. This Agreement shall inure to the benefit of and be binding upon the undersigned parties and their respective heirs, executors, legal representatives, successors, and assigns. No waiver of any provision of this agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver. If any provision of this agreement is held to be invalid or unenforceable, all other provisions shall nevertheless continue in full force and effect.

5.2 The parties shall endeavor to resolve their Claims by mediation. Request for mediation shall be filed, in writing, with the other party to the Contract. The request may be made concurrently with the submission of such Claim to a court of competent jurisdiction, as provided in the paragraph below, but, in such event, mediation shall proceed in advance of such legal proceedings, which shall be stayed pending mediation for a period of 60 days from the date of submission, unless stayed for a longer period by agreement of the parties or court order.

5.3 Claims, disputes, or other matters in question between the parties arising out of or relating to this Contract and which cannot be resolved by mediation, as provided in above paragraph, shall be governed by California law, and shall be determined exclusively in the Courts of Nevada County, California without regard to its conflicts of law provisions. The prevailing party shall be entitled in any such action to recover its reasonable attorney's fees and legal expenses from the other party.

5.4 This agreement constitutes the entire agreement between the parties pertaining to its subject matter, and it supersedes all prior contemporaneous agreements, representations, and understandings of the parties. No supplement, modification, or amendment of this agreement shall be binding unless executed in writing by all parties.



**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement the day and year first above written.

**OWNER:**

Firm: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

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

Date Executed: \_\_\_\_\_

**CONTRACTOR:**

Firm: American Ramp Company

Authorized Signature: \_\_\_\_\_

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

Date Executed: \_\_\_\_\_

**\*\*\*\* NOTE -- EXHIBIT A, WHICH DESCRIBES THE WORK TO BE PERFORMED,  
ATTACHED TO THIS AGREEMENT. \*\*\*\***

## **SCOPE OF WORK**

### **TASK 1.0 – CONCEPTUAL DESIGN**

#### **1.1 SITE REVIEW**

- Review location of skatepark for opportunities and constraints
- Discuss potential locations for entry, spectator viewing, and drainage flow

#### **1.2 DESIGN REFINEMENT**

- Refine preliminary design based on feedback from initial input with project team
- Verify the design is responsive to the site and budget

#### **1.3 COST ESTIMATE**

- Provide cost estimate for construction of approved skatepark design

#### **Task 1.0 Deliverables:**

- Large poster size print of final design
- Material Quantity Take-offs
- Cost Estimate

### **TASK 2.0 – CONSTRUCTION PHASE**

#### **2.1 INCLUDES:**

- All labor, construction project management, supplies, tools, materials, and equipment required per scope of work
- Site Staking and Layout
- Cutting and shaping grades within skatepark footprint
- Installation of Rebar
- Install and Finish Shotcrete
- Concrete Flatwork
- Concrete ledges, steps, and turndown walls
- Expansion joints, Saw Cuts and Cold Joints
- Pipe coping edgings, rails
- Park Sealing
- Fine Grading

#### **2.2 EXCLUDES\*:**

- Construction Documents
- Permits
- Rough Grading
- Drainage of any kind
- Erosion and Sediment Control
- Stabilized Construction Entrance
- Landscaping, Site and Turf Restoration post skatepark construction

- Sidewalks/Walkways and Site Amenities of any Kind
- Permits, Construction Documents, fees and/or engineering and stamping.
- Utility, mechanical, electrical, plumbing work, relocation or repairs of any kind.
- Toxic or hazardous material handling or removal.
- Removal and/or replanting of any trees or shrubs or protection of trees and shrubs.

#### **CUSTOMER PROVIDES\*:**

- Geotechnical Report – If a current geo-technical report is available, it shall be the responsibility of the Client to provide ARC with the report (if applicable) prepared specifically for the project site. Should an existing report be available it shall be a maximum of 1 year old. If the report is over 1 year old, the original firm preparing the report shall issue a letter testifying that the report is still valid, and no corrections or updates need to be prepared for the report. The letter shall be dated within 30 days of ARC's receipt of the Geotechnical report. The report shall be completed and sealed by a Geotechnical Engineer registered in the state where the project site is located. At a minimum the report is to include the following: vicinity map of the project limits, plot plan/aerial showing location of borings, detailed description of the findings and recommendations, a detailed report of the laboratory tests performed, and an executive summary stating general findings and recommendations.
- Survey and Mapping – The Client shall provide ARC with a current survey locating all above and belowground utilities, appurtenances, structures, and easements. \*The survey shall be in digital format that can easily be used with AutoCAD software.
- Sufficient water and electrical power within 100 feet of work areas.
- Unobstructed, safe, and continuous access to work area with heavy equipment. All weather roads for heavy equipment.
- All necessary site information including topography, site surveying, and elevations.

**\*All items above can be provided for an additional fee.**

#### **Task 2.0 Deliverables:**

- Fully constructed skatepark. Working from preliminary design (see Exhibit A).

**Exhibit A – Initial Preliminary Design**

