

**EDGERTON CITY COUNCIL
MEETING AGENDA
CITY HALL, 404 EAST NELSON STREET
February 25, 2021
7:00 P.M.**

To reduce the spread of COVID-19, Edgerton City Council members will attend virtually, using Microsoft Teams, an online meeting tool, to conduct the meeting.

In compliance with the guidance issued by the State of Kansas Attorney General, the City of Edgerton remains subject to the Kansas Open Meetings Act (KOMA) and is taking actions as necessary and reasonable under the circumstances of the emergency declaration to advance the conduct of governmental affairs and ensure the transaction of government business is open to the public.

Any resident wishing to attend City Council meeting may do so and is required to practice the social distancing guidelines as established by the State of Kansas and Center for Disease Control (CDC). The room will be set up to be in compliance with these requirements. The City Council members will not be physically present in the room.

Any member of the public wishing to provide general public comment or comment about an agenda item without attending the meeting in person may do so by email to Kara Banks (kbanks@edgertonks.org). If you are unable to email the comments, you may call the following number, and staff will report your comment on your behalf. (913) 893-6231. Any comments should be submitted by phone or email by noon (12:00 PM) on day of the scheduled meeting.

Call to Order

1. **Roll Call** ____ Roberts ____ Longanecker ____ Conus ____ Lewis ____ Smith ____ Beem
2. **Welcome**
3. **Pledge of Allegiance**

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

4. Approve Minutes from February 11, 2021 Regular City Council Meeting
5. Consider Application FP2020-04, Final Plat for Logistics Park Kansas City South, Third Plat, Generally Located Near the Northeast Corner of Waverly Road and 207th Street, Edgerton, Kansas.

Regular Agenda

6. **Public Comments.** Persons who wish to address the City Council regarding items not on the agenda and that are under the jurisdiction of the City Council may do so when called upon by the Mayor. Comments on personnel matters and matters pending before court or other outside tribunals are not permitted. Please notify the City Clerk before the meeting if you wish to speak. Speakers are limited to three (3) minutes. Any presentation is for informational purposes only. No action will be taken.
7. **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.

Business Requiring Action

8. **CONSIDER RENEWAL OF CORPORATE INSURANCE POLICY FOR APRIL 1, 2021 – MARCH 31, 2022**

Motion: _____ Second: _____ Vote: _____

9. **CONSIDER AGREEMENT WITH TREKK DESIGN GROUP LLC FOR THE DESIGN OF THE 2021 CDBG 7TH & NELSON SANITARY SEWER PROJECT**

Motion: _____ Second: _____ Vote: _____

10. **CONSIDER AN AGREEMENT WITH BG CONSULTANTS FOR CONSTRUCTION INSPECTION SERVICES FOR THE CONSTRUCTION OF THE 207TH GRADE SEPARATION AND AUTHORIZE THE MAYOR TO EXECUTE THE CONTRACT**

Motion: _____ Second: _____ Vote: _____

11. **CONSIDER RECESSING INTO EXECUTIVE SESSION PURSUANT TO K.S.A. 75-4319(B)(2) FOR CONSULTATION WITH AN ATTORNEY DEEMED PRIVILEGED IN THE ATTORNEY-CLIENT RELATIONSHIP TO INCLUDE CITY ATTORNEY, CITY ADMINISTRATOR AND INTERMODAL BOND COUNSEL FOR THE PURPOSES OF CONTRACT NEGOTIATIONS**

Motion: _____ Second: _____ Vote: _____

12. **CONSIDER AN ORDINANCE AUTHORIZING THE CITY OF EDGERTON, KANSAS, TO ISSUE HOME RULE REVENUE BONDS (LOGISTICS PARK INFRASTRUCTURE PHASE ONE PROJECTS) SERIES 2021A, AND A SERIES 2021A NOTE, FOR THE PURPOSE OF REFUNDING CERTAIN PRIOR BONDS OF THE CITY, PAYING OR REIMBURSING THE COSTS OF PUBLIC INFRASTRUCTURE IMPROVEMENTS AND FOR OTHER PURPOSES; AND APPROVING CERTAIN DOCUMENTS AND ACTIONS IN CONNECTION WITH THE ISSUANCE OF THE BONDS.**

Motion: _____ Second: _____ Vote: _____

13. **Report by the City Administrator**

14. **Report by the Mayor**

15. **Future Meeting Reminders:**

- March 9th: Planning Commission Meeting – 7:00 PM
- March 11th: City Council Meeting – 7:00 PM
- March 25th: City Council Meeting – 7:00 PM
- April 8th: City Council Meeting – 7:00 PM
- April 13th: Planning Commission Meeting – 7:00 PM
- April 22nd: City Council Meeting – 7:00 PM

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

EVENTS

March 6th: Lewis Indoor Athletics, Ribbon Cutting Ceremony at 10:00 AM

March 20th: Low-Cost Animal Vaccine Clinic

City of Edgerton, Kansas
Minutes of City Council Regular Session
February 11, 2021

A Regular Session of the City Council (the Council) was held in the Edgerton City Hall, 404 E. Nelson Edgerton, Kansas on February 11, 2021. The meeting convened at 7:00 PM with Mayor Roberts presiding.

1. ROLL CALL

Ron Conus	present via videoconference
Clay Longanecker	present
Josh Lewis	absent
Katee Smith	present via videoconference
Josh Beem	present via videoconference

With a quorum present, the meeting commenced.

Staff in attendance:

- City Administrator Beth Linn
- City Attorney Lee Hendricks
- City Clerk Alexandria Clower (via videoconference)
- Development Services Director Katy Crow
- Finance Director Karen Kindle (via videoconference)
- Accountant Justin Vermillion (via videoconference)
- Public Works Director Dan Merkh
- Marketing and Communications Manager Kara Banks

2. WELCOME

3. PLEDGE OF ALLEGIANCE

Consent Agenda

4. Approve Minutes from January 28, 2021 Regular City Council Meeting
5. Accept Deed of Dedication and Temporary Construction Easement for the 207th Street Grade Separation Project

Councilmember Longanecker motioned to approve consent agenda, seconded by Councilmember Beem. The consent agenda was approved 4-0 with Councilmember Lewis absent.

Regular Agenda

6. Public Comments.

Mayor Roberts called forward persons present to make public comment. Wayne Davis, 29080 W 199th Street came forward to comment on upcoming zoning matters at properties across the street from his house and down to 215th Street. Mr. Davis stated he wanted to share some of his thoughts about that property and also the infrastructure for that area. Mr. Davis read the

guidelines for the L-P District as they relate to adjacency to residential use. He stated they are not good neighbors. Mr. Davis represented that the Edgerton UDC discourages residential uses next to the L-P District and he also believes the opposite is true. Mr. Davis stated that 80 families are affected by rezoning of these properties. He does not want the lights, noise, or truck traffic. He stated that he believes a 1.3M SF warehouse will probably be a 24/7 operation. Mr. Davis states that the UDC says that development should not be located near areas that do not have thoroughfares capable of carrying truck traffic. Mr. Davis wants the conflict minimized by truck uses. Mr. Davis stated that his argument is that infrastructure in the area isn't good. Mr. Davis states that he has spoken with Ryan Sims at Johnson County Public Works regarding the condition of Gardner Road. Per Mr. Davis, both bridges are 2 lane bridges with allowances for shoulders and no extra lanes. Per Mr. Davis the service life of the bridges is 40-50 years. Mr. Davis stated that he was told by Mr. Sims that because Gardner and Edgerton are annexing properties along that road, Johnson County is pulling back on their commitment to improving the road. Mr. Davis states that he was told the County had plans to put shoulders on the road in spring of 2021 but they are no longer going to do that. Mr. Davis stated he was at the Planning Commission meeting on February 9 and he thought that the gentleman and lady on the committee were good to evaluate the infrastructure problems they were concerned about.

Frank Bannister, 19815 S. Gardner Road, also spoke regarding a zoning matter. Mr. Bannister stated that coming before the council on March 11 is a huge, huge issue. He stated that the council members probably knew the Planning Commission voted no to recommend approval of the rezoning of approximately 600 acres. Mr. Bannister stated that eighty-five families received letters over the Christmas holidays and a meeting was held on January 12 that was continued to this week. Mr. Bannister stated that the Planning Commission voted no and he thinks they were seeing the unreasonableness of putting logistics operations in hundreds of families front and backyards. Mr. Bannister realizes the intermodal wants to grow but not on the backs of residents that have lived in the area for as long as five generations. Mr. Bannister stated that the council should be thinking about the gravity of this issue for not just the city of Edgerton and the intermodal but the families east about four miles. Mr. Bannister stated that they are neighbors and there is a contention growing. He asked that the council consider the negative impact and the citizens in the area

7. **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.

At this time Mayor Roberts addressed persons from the public going to Planning Commissioners homes to deliver documentation. He stated that there is a risk of liability and it would help the legal process if any documents would be brought to City Hall for Staff to distribute to the Planning Commission members. Mayor Roberts stated that NorthPoint would also be required to do the same.

Mr. Bannister asked for clarification. He asked if it was illegal to visit Planning Commissioners homes.

City Attorney Lee Hendricks replied that the City's concern is that we had specific concerns brought forth by the Planning Commission regarding visits to their homes. The Planning Commission was told the importance of hearing what the public had to say and Mr. Hendricks

again reiterated that the best method to communicate that to them is through the city. Mr. Hendricks strongly echoed the mayor's concerns about the contact stating that if NorthPoint had contacted Planning Commissioners at their home, and the public had not, the public would be upset by that contact. Mr. Hendricks reiterated that everything that comes forth and is delivered to City Hall will be distributed to the council members. He stated that Planning Commissioners are unpaid volunteers who feel uncomfortable with people coming to their homes. Karen Bannister, 19815 S. Gardner Road, asked if it was illegal to do so. Mr. Hendricks told her it was not but that there should also be a realization that NorthPoint could do the same.

Business Requiring Action

8. CONSIDER RECOMMENDATION TO AWARD THE BID FOR CONSTRUCTION OF THE 207TH GRADE SEPARATION AND AUTHORIZE THE MAYOR TO EXECUTE THE CONTRACT

Mr. Dan Merkh, Public Works Director, addressed the council and requested they consider an award for bid for the construction of the 207th Street Grade Separation. He also requested the Mayor execute the contract and authorize the agreement.

Mr. Merkh reviewed the timeline for the project to date, stating that at the 2017 Capital Improvement Program Work Session, the City Council provided direction to allocate \$15,000,000 from Johnson County Assistance Roads System (CARS) and the Public Infrastructure Fund from LPKC Phase I for 2018, 2019, and 2020. At the November 8, 2017 City Council Meeting, the Council approved the design of the "Off-Alignment" bridge presented by HDR and chose to forego the acceptance of federal funding in order to free up time for staff and decrease the cost of federal prevailing wage requirements. At the January 11, 2018 City Council Meeting, the Council approved the Preliminary Design Agreement with HDR for design services for the 207th Street Grade Separation Project.

On February 14, 2018 City Council approved an amendment to the owner-engineering agreement between the City and HDR, Inc. for the Final Design of the project. The 207th Street Grade Separation Project (design, construction, inspection, utility relocations, right-of-way acquisition, etc.) is funded entirely from CARS and the Public Infrastructure Fund as part of the City's agreements with BNSF Railway and Edgerton Land Holding Company for Logistics Park Kansas City (LPKC). No city general fund dollars will be used for this project.

On January 20, 2021 City Staff with the City Engineer held a public bid opening with a total of four bids being received. The bid summary was listed in the staff memo presented for this item. Mr. Merkh reviewed that information stating that Pyramid Contractors had the lowest bid at \$7,021,895.00. The project engineer has reviewed the bid and declared that Pyramid is qualified to complete this project. The bid amount is within the amount budgeted for this project and the bid was made using the city's standard docs as approved by City Attorney. The documents are on file with the city clerk.

Mr. Merkh stated that staff recommends acceptance of the lowest and best bid for this project.

Mayor Roberts stated the off-grade crossing had been talked about since he was a young boy. He views this as a monumental step forward as the construction of the bridge will have a direct impact on public safety. He thanked staff and the engineering firms for the phenomenal amount of work performed to date with more to be done. He looks forward to the substantial completion of the grade separation project by the end of the year. Mayor Roberts reminded the council that earlier in the process they had chosen the off-alignment bridge design so that 207th Street to Braun could stay open with uninterrupted access during construction of the project. Mayor Roberts stated he looks forward to the project moving forward.

Councilmember Smith motioned to approve, motion seconded by Councilmember Longanecker. The recommendation to approve the bid for the 207th Street Grade Separation project to Pyramid Contractors was approved, 4-0.

9. CONSIDER AGREEMENT WITH BG CONSULTANTS FOR THE DESIGN OF 8TH ST. AND BRAUN ST. INTERSECTION IMPROVEMENTS

Mr. Dan Merkh, Public Works Director, addressed the council and requested they consider entering into an agreement with BG Consultants for the design of 8th Street and Braun Street intersection improvements. Mr. Merkh reminded the council that on March 8, 2018 they had approved the Downtown Edgerton Plan which included recommendations for the truck traffic routing through town in the near term, mid-term, and long-term. Items listed in the mid-term included the 207th Grade Separation Project and in the long-term, improvements to the intersection of 8th Street and Braun Street. An excerpt from that plan was included in the packet.

Mr. Merkh stated that since the approval of this plan, staff has observed the difficulty for truck traffic in particular to navigate the intersection of West 8th Street and Braun Street while remaining on the pavement. While the Downtown Edgerton Plan recommends improvements to this intersection be considered long-term, based on current conditions staff recommends limited improvements to the intersection now to improve the safety and operation of truck traffic in this area.

Mr. Merkh represented that the construction of the 207th Grade Separation this year will likely increase the traffic that utilizes the intersection of 8th Street and Braun Street. Staff is requesting that with the economy of scale of the project, there is an opportunity to have construction within the same timeframe. The construction portion of this project came in below budget which provides available funding for this project. The agreement is for the amount of \$24,500, coming from the Public Infrastructure Funds allocated to the 207th Street Grade Separation Project. If council approves, staff anticipates beginning the design of the project immediately with construction to be completed in 2021 or early 2022.

Mayor Roberts stated he had been contacted quite a bit by the resident at 8th Street and Braun. They often have truck tracks in their yard and have to repair their grass on a regular basis. Mayor Roberts stated that even farm trucks can cause damage due to the constraints of the current intersection design.

Councilmember Beem asked if this was Glyn and Janice Powers home. Mayor Roberts concurred and Councilmember Smith thanked him for clarification.

Councilmember Longanecker motioned to approve, motion seconded by Councilmember Smith. The recommendation to approve the agreement for BG Consultants to design the intersection of 8th Street and 207th Street was approved, 4-0.

10. CONSIDER ORDINANCE NO. 2060 ADOPTING THE PLANNING COMMISSION'S RECOMMENDATION TO APPROVE AN AMENDMENT TO THE EDGERTON UNIFIED DEVELOPMENT CODE

Ms. Katy Crow, Development Service Director, addressed the council. She stated the City of Edgerton's Uniform Development Code (UDC) was adopted to encourage the most appropriate use of land and to insure the logical and compatible growth of various districts within the City. She stated the UDC is intended to implement the planning goals and policies contained in the Comprehensive Plan 2000-2020, other planning documents, and policies of the City Council and Planning Commission.

Ms. Crow stated the current UDC was initially adopted in 2004 with Ordinance 758 and has been revised several times. The most recent revisions occurred in September 2019 with changes made to Article 4, Commercial Zoning Districts. She stated it has been the goal of city staff to continue reviewing and revising the UDC so that it remains relevant as it relates to the growth and development within the boundaries of the City of Edgerton, while complimenting Edgerton's Comprehensive Plan and the Governing Body's vision for the growth of Edgerton.

Ms. Crow stated to date, the City of Edgerton has received three requests from Logistics Park tenants to place above ground fuel tanks on their sites. Two of these requests were made after the initial Final Site Plan was approved by the Planning Commission. She stated, as noted in the UDC Article 10, Site Plan and Design Standards, these changes were considered significant modifications which required review and approval by the Planning Commission. As part of this approval process, it was stipulated that the equipment be fully screened from the view of all adjacent parcels and any public right of way.

Ms. Crow stated staff has received multiple requests for this same type of site plan amendment and because of this, staff has evaluated the UDC to see how above ground fuel tanks should be addressed. She stated within the City of Edgerton, a Logistics-Park (L-P) zoning designation specifically states that limitations are placed on the uses in this district to significantly restrict the outside activities and outside storage materials, noise, vibration, smoke, pollution, fire and explosive hazard, glare and other potentially adverse influences. This zone is intended for industrial parks and larger, cleaner types of industries and any manufacturing uses should be conducted within a totally enclosed building.

Ms. Crow stated while the above ground fuel tanks that have been approved through the Planning Commission process have been screened from view, the presence of this type of equipment, even with screening, detracts from the overall aesthetics of parcels in the Logistics Park. In addition, above ground fuel tanks can become a safety hazard if not properly maintained.

Ms. Crow stated in revising the content of Article 5 for Logistics Park zoned parcels, staff noted that in keeping with the intent of the zoning designation description, any fuel tanks should be buried underground. She stated this would help retain the clean look and feel of the sites and would contribute to the overall safety of having an onsite fuel tank. She stated tanks installed below ground would require identification on either the Final Site Plan or a Revised Final Site Plan if installed after the initial Site Plan approval. Installation of any below ground fuel tanks would require adherence to all applicable building codes and all plans would be reviewed for code compliance.

Ms. Crow stated on January 12, 2021, the Planning Commission held a public hearing to discuss amending the UDC related to above ground fuel tanks. During this public hearing, an opportunity for the public to provide input was given, in which no public comments were provided. Upon conclusion of the public hearing, the Planning Commission voted 3-1 to recommend the adoption of this change to the Governing Body. The City Attorney has reviewed and approved the UDC change and the Ordinance implementing such change.

Ms. Crow stated any new installation of fuel tanks at the Logistics Park would require installation to be underground. She stated if any existing fuel tanks at the Logistics Park that are currently above ground must be replaced, it would be required that the fuel tank be installed underground.

Councilmember Longanecker asked how many tanks were in the Logistics Park today. Ms. Crow told him that there are currently 3. Two are approved and installed; a third is approved but not yet installed.

Mayor Roberts asked if this would impact tanks approved but not yet installed. Ms. Crow responded that no, anything approved prior to January 1, 2021 that was not yet installed would be allowed to be above ground. However, if those tanks require repair or replacement they would need to be relocated underground.

Councilmember Longanecker motioned to approve Ordinance No. 2060, adopting the Planning Commission's recommendation to approve an amendment to the Edgerton Unified Development Code. Motion seconded by councilmember Beem. The Ordinance was approved 4-0.

11. Report by the City Administrator

- **Fourth Quarter 2020 Financial Report**

Ms. Beth Linn, City Administrator deferred to Karen Kindle, Finance Director, for a report on the fourth quarter financial statements. Ms. Kindle stated that 2020 was certainly an interesting year. She stated that in the first quarter of 2020 we were unsure of what was going to be happening and were trying to determine effects of Covid-19. Fourth quarter 2020 held some really good news. Numbers exceeded revised estimates and exceeded even exceeded what was initially budgeted. Ms. Kindle stated businesses located in Edgerton showed continued success during the pandemic and that is what is the driver behind the better numbers. 96% of property taxes and PILOTS have been collected and this is very positive considering the uncertainty at the beginning of the year.

Under expenditures, Ms. Kindle stated that most of the departments fared about where they were forecast. The Facilities expenditures came in higher but it is because those budget lines incurred expenditures related to CARES ACT like HVAC, cleaning supplies, etc. Ms. Kindle stated that the IT line also looks over budget, but several IT projects were paid using CARES ACT funding. The City of Edgerton did receive miscellaneous reimbursement dollars on the reimbursement side. Ms. Kindle stated that there is an update to the report since it was shared in the packet. Additional credit card expenses were processed as part of the year end process and IT expenses are \$22,000 higher than what they reflect here because of CARES ACT items paid for on city credit cards. Those items will be reimbursed dollar for dollar. Ms. Kindle stated that the fourth quarter financials meet budget requirements and stayed within budget authority.

Ms. Linn added a reminder about revenues related to the LPKC PILOT are included in a lump sum amount with property taxes as Johnson County does not distinguish between the two when the city receives its distribution. She wanted to echo what Ms. Kindle said about sales and use tax. The types of business located at LPKC contribute to that. Ms. Linn reminded the council of the numbers shared during the 2021 budget meetings. Council lowered the Mill Levy with the expectation that due to spending levels, the 2020 budget levels would have a more favorable actual expenditure than forecast. This was the case and the Revenues Over(Under) Expenditures line came in at approximately \$935,000 versus the \$479,000 anticipated amount.

Council member Smith asked about the CARES ACT items and wanted to know if the city purchased it and was then reimbursed. Ms. Linn stated that Edgerton is reimbursed dollar for dollar. Mayor Roberts interjected that all expenditures were approved by the county ahead of time, prior to the city spending the dollars they would be reimbursed for.

Ms. Kindle moved onto discuss the utilities funds. Ms. Kindle stated that for the water fund, 97% of what was estimated was collected. She stated that fines/forfeitures were lower than what it has been in the past due to suspension of reconnect fees during the Covid-19 pandemic. The expenses are more than anticipated because of painting the logo on the water tower, a valve replacement and a water main break. Ms. Kindle stated that the unaudited fund balance is in general in the area of where we thought it would be. It meets reserve requirements and budget authority. Ms. Linn reminded council that they had voted to not charge penalties and reconnect fees for three months in which amounted to just over \$2,000 per month in fines and forfeitures.

Ms. Kindle moved onto the sewer fund. She stated that revenues were right about where they were estimated to be and about where was budgeted. She stated that when a new business comes online with a sewer connection the City does not always have good info on how to estimate their flow. She stated that numbers were adjusted down in 2021 and currently they appear to be in line with 2021 estimates. Ms. Kindle stated that expenses related to lift stations /vaults were related to a hoist repair at a lift station and generator repairs to the intermodal lift station generator. Ms. Kindle stated that ending balances are a little bit higher than estimated but the numbers meet the reserve requirement and are within budget authority.

There were no questions.

- Monthly Progress Report on 502 E 2nd St.

Ms. Linn deferred to Katy Crow, Development Services Director, for a report on 502 E. 2nd Street. Ms. Crow stated that it has been a very rewarding experience to see the progress that has been made on this home since it was first reviewed by council last year. Ms. Crow reminded the council of action taken with Resolution 01-14-21D, passed on January 14, 2021, which requires the owners to resolve the dangerous and unfit structure by July 22, 2021. As part of the requirements to bring this home into compliance with City Code, the Governing Body requires monthly updates which show adequate progress being made.

Ms. Crow stated city staff preformed a walkthrough of the home with the owner on February 5, 2021 to review the status of the project. Ms. Crow reminded the council that at the December 20, 2020 council meeting, Mr. Abundiz, the homeowner stated his intent was to complete the exterior siding of the home prior to December 31, 2020. Ms. Crow stated while on the most recent walkthrough of the home, Mr. Abundiz stated that there was much more damage to the interior of the structure than what they had previously thought. He stated prior to the installation of OSB and exterior siding, they wanted to make all corrections while the framework was still visible. Additionally, Mr. Abundiz stated they would like to continue interior work until a dry weather period presents itself to be able to install the OSB and not risk it getting wet and ruin the progress made.

Ms. Crow provided photos showing the interior progress that has been made since the last walkthrough. She stated staff will conduct another walkthrough prior to the March 11, 2021 council meeting to provide council with another update at that time.

Councilmember Longanecker asked if there was any resolution to adding insulation to crawl space. Ms. Crow said she did not ask that question specifically, but she would on her next inspection and provide an update. Ms. Crow stated that there is one wall support that has been left exposed in the floor to show the connection to the foundation.

Mayor Roberts said that he is pleased with the progress. Councilmembers Conus, Beem and Smith concurred and thanked staff for the follow up report.

12. Report by the Mayor

- Mayor Roberts had no report to give at this time.

13. Future Meeting Reminders: Mayor read upcoming meetings

- February 25th: City Council Meeting – 7:00 PM
- March 9th: Planning Commission Meeting – 7:00 PM
- March 11th: City Council Meeting – 7:00 PM
- March 25th: City Council Meeting – 7:00 PM

14. CONSIDER RECESSING INTO EXECUTIVE SESSION PURSUANT TO K.S.A. 75-4319(B)(2) FOR CONSULTATION WITH AN ATTORNEY DEEMED PRIVILEGED IN THE ATTORNEY-CLIENT RELATIONSHIP TO INCLUDE CITY ATTORNEY AND CITY ADMINISTRATOR FOR THE PURPOSES OF CONTRACT NEGOTIATIONS

Councilmember Longanecker motioned to recess into executive session pursuant to K.S.A 75-4319(B)(2) for consultation with an attorney deemed privileged in the attorney-client relationship to include the City Attorney and the City Administrator for the purposes of contract negotiations for 15 minutes. Councilmember Smith seconded the motion. The meeting recessed into executive session at 7:55 PM, 4-0.

Councilmember Longanecker motioned to return to open session with no action being taken. Councilmember Smith seconded the motion. Open session resumed at 8:10 PM, 4-0.

Councilmember Longanecker motioned to recess into executive session pursuant to K.S.A 75-4319(B)(2) for consultation with an attorney deemed privileged in the attorney-client relationship to include the City Attorney and the City Administrator for the purposes of contract negotiations for an additional 5 minutes. Councilmember Smith seconded the motion. The meeting recessed into executive session at 8:10 PM, 4-0.

Councilmember Smith motioned to return to open session with no action being taken. Councilmember Longanecker seconded the motion. Open session resumed at 8:15 PM, 4-0. Councilmember Smith asked if it would be possible for council members to be in-person for the March 11th council date. Mayor Roberts stated by early March, many at-risk persons would have had the opportunity to receive the vaccine and with the numbers most recently being under 6 percent in Johnson County, he would like to see Council in-person for March 11th. All council members agreed with this decision.

15. Adjourn

Councilmember Longanecker motioned to adjourn, seconded by Councilmember Smith. Meeting adjourned at 8:17 PM.

EVENTS

February 15th: City Hall Closed for President's Day

February 18th: Annual State of the City

March 20th: Low-Cost Animal Vaccine Clinic

City Council Action Item

Council Meeting Date: February 25, 2021

Department: Community Development

Agenda Item: Consider Application FP2020-04, Final Plat for Logistics Park Kansas City South, Third Plat, Generally Located Near the Northeast Corner of Waverly Road and 207th Street, Edgerton, Kansas.

Background/Description of Item: On December 23, 2020 the City of Edgerton received Application FP-2020-04 for the Final Plat of *Logistics Park Kansas City South, Third Plat*, generally located near the northeast corner of Waverly Road and 207th Street, Edgerton, Kansas.

This parcel was annexed into the City of Edgerton on March 15, 2018. The Planning Commission held a public hearing for Preliminary Plat Application PP2019-02 on August 9, 2019. This Final Plat application aligns with the request made in that application and combines two smaller parcels which have not been platted into one larger lot which totals approximately 62 acres. A public hearing was held on March 12, 2019 and the Planning Commission recommended these parcels for rezoning from Johnson County RUR to City of Edgerton L-P (Logistics Park District). The Governing Body approved the rezoning on March 28, 2019 (Ordinances 2004 and 2005).

The applicant has requested the final platting of these parcels in anticipation of the construction of Inland Port 52.

Staff, including City Engineer, has reviewed the revised Final Plat submittal for compliance with the approved Preliminary Plat and requirements in Section 13.3 of Article 13 of the Edgerton UDC. The applicant's engineer has updated the Final Plat as required by stipulations listed in the staff report and the updated Final Plat is included here.

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

Funding Source: N/A

Budget Allocated: N/A

Finance Director Approval: N/A

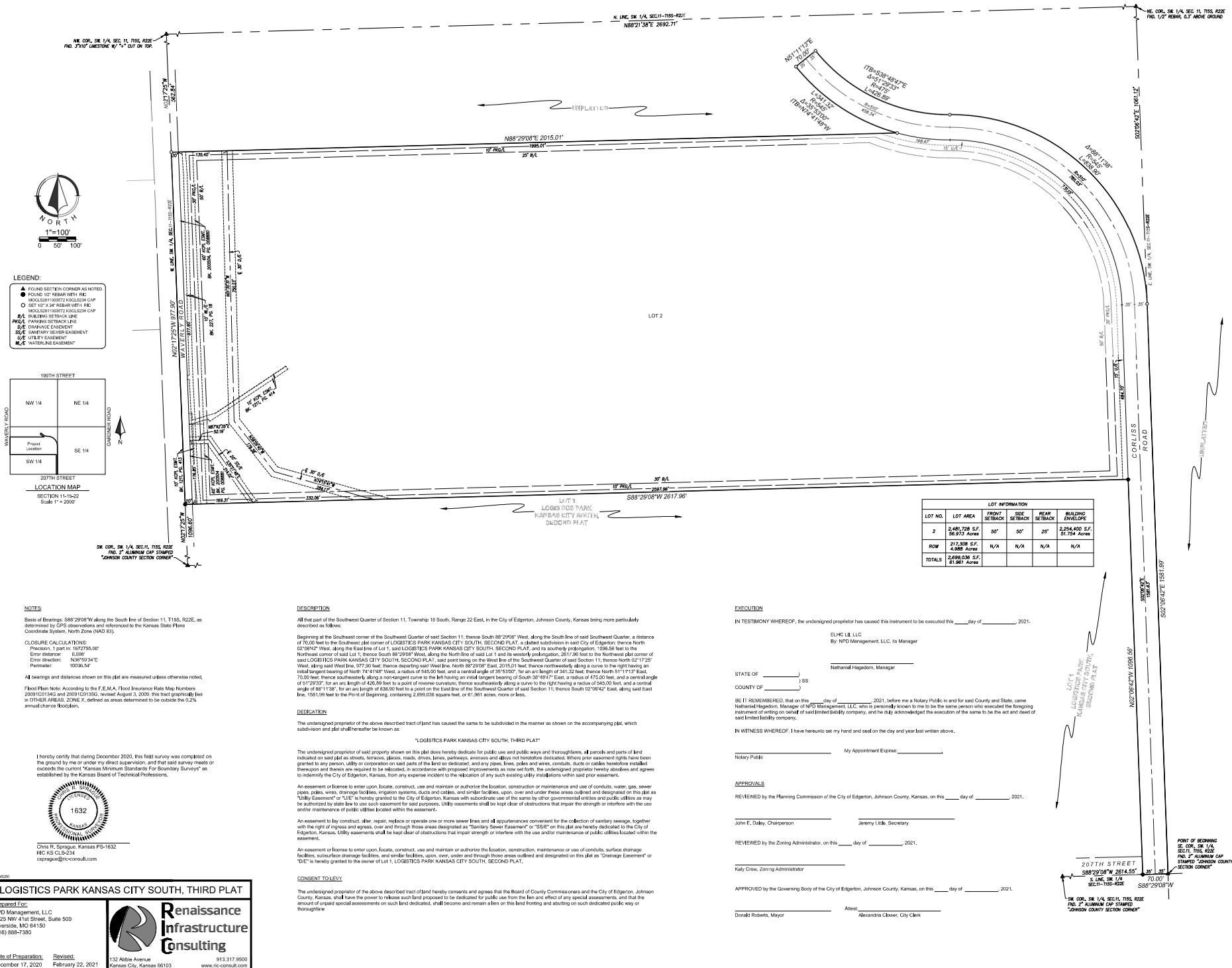
Recommendation: Approve Application FP2020-04, Final Plat for Logistics Park Kansas City South, Third Plat, Generally Located Near the Northeast Corner of Waverly Road and 207th Street, Edgerton, Kansas.

Enclosed:

- Revised Final Plat received February 22, 2021.
- Staff Report from February 9, 2021 Planning Commission including Final Plat Application FP2020-04.
- Excerpt of February 9, 2021 Planning Commission Meeting Draft Minutes – Logistics Park Kansas City South, Third Plat portion only

Prepared by: Katy Crow, Development Services Director

PART OF THE SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP 15 SOUTH, RANGE 22 EAST, IN THE CITY OF EDGERTON, JOHNSON COUNTY, KANSAS



STAFF REPORT

February 9, 2021

To: Edgerton Planning Commission
Fr: Chris Clinton, Planning and Zoning Coordinator
Re: **FP2020-04** Final Plat for *Logistics Park Kansas City South, Third Plat* located northeast of the intersection of Waverly Road and 207th Street Edgerton, Kansas.

APPLICATION INFORMATION

Applicant: Brett Powell, Agent
NPD Management
4825 NW 41st Street, Suite 500
Riverside, MO 64150

Property Owner: Hillsdale Farms, LLC
4825 NW 41st Street, Suite 500
Riverside, MO 64150

Requested Action: Final Plat approval for *Logistics Park Kansas City South, Third Plat*

Legal Description: SW Quarter of Section 11, Township 15 S, Range 22 E;
see attached application for complete legal description.

Site Address/Location: Northeast of the intersection of Waverly Road and 207th Street

Existing Zoning and Land Uses: L-P (Logistics Park) District Zoning

Existing Improvements: None

Site Size: Approximately 61.961 acres

PROJECT DESCRIPTION

Application **FP2020-04**, Final Plat for *Logistics Park Kansas City South, Third Plat*, requests approval for the final platting of one (1) lot. The west side of the new lot would front the east side of Waverly Road right-of-way. The plat indicates a proposed street on the east side of the proposed lot which would be newly constructed. This Final Plat request is being made in preparation of construction of Inland Port 52. This Final Plat request aligns with the request made with Preliminary Plat Application **PP2019-02**, which was presented to and approved by the Planning Commission on August 9, 2019. This Final Plat application combines two smaller parcels which have not been platted, into one larger lot that totals 61.961 acres. The following maps show

the parcels to be combined outlined red. The applicant has indicated the approximate location in the application attached to this Staff Report.

Subject Property

Figure 1

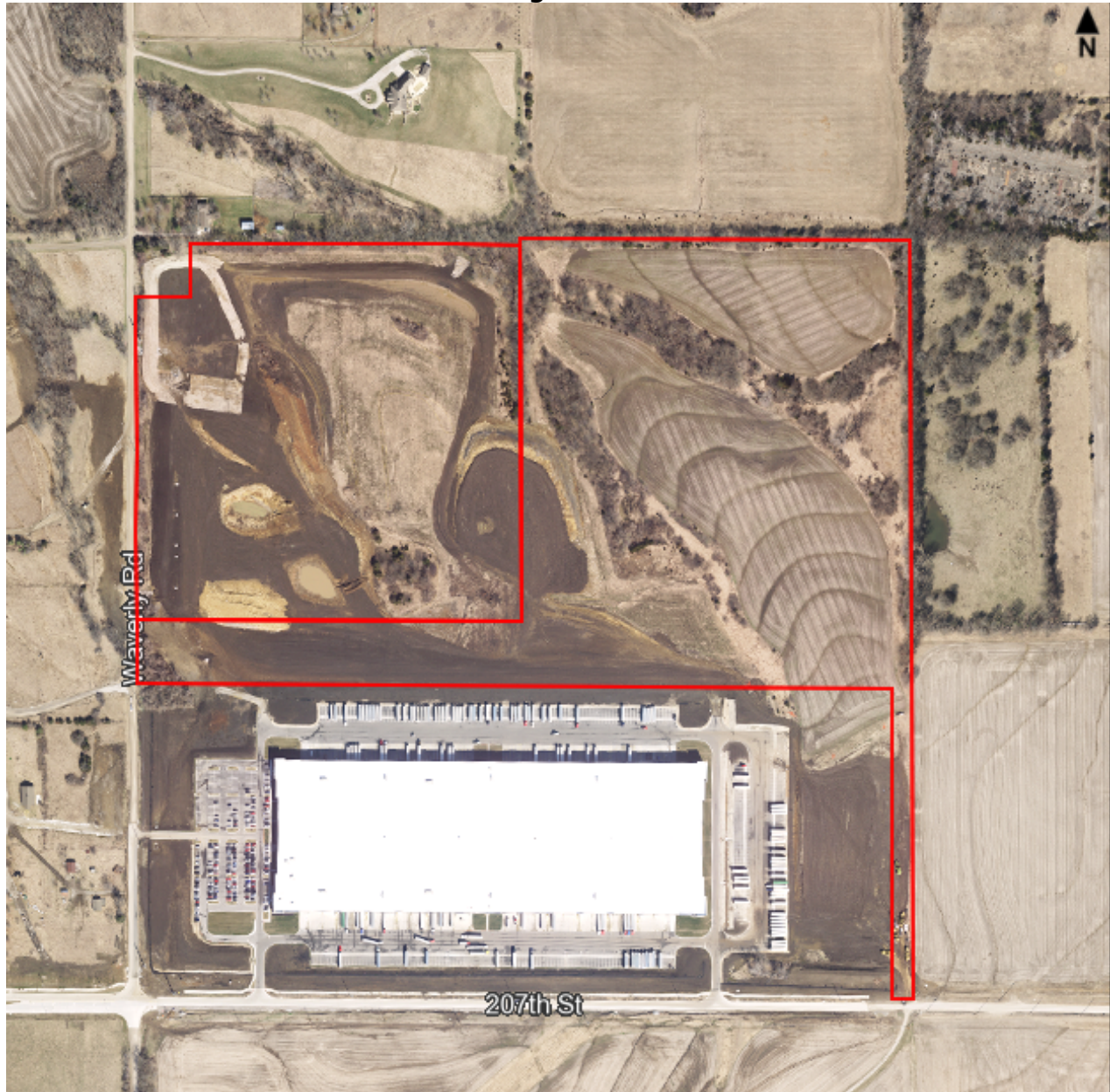
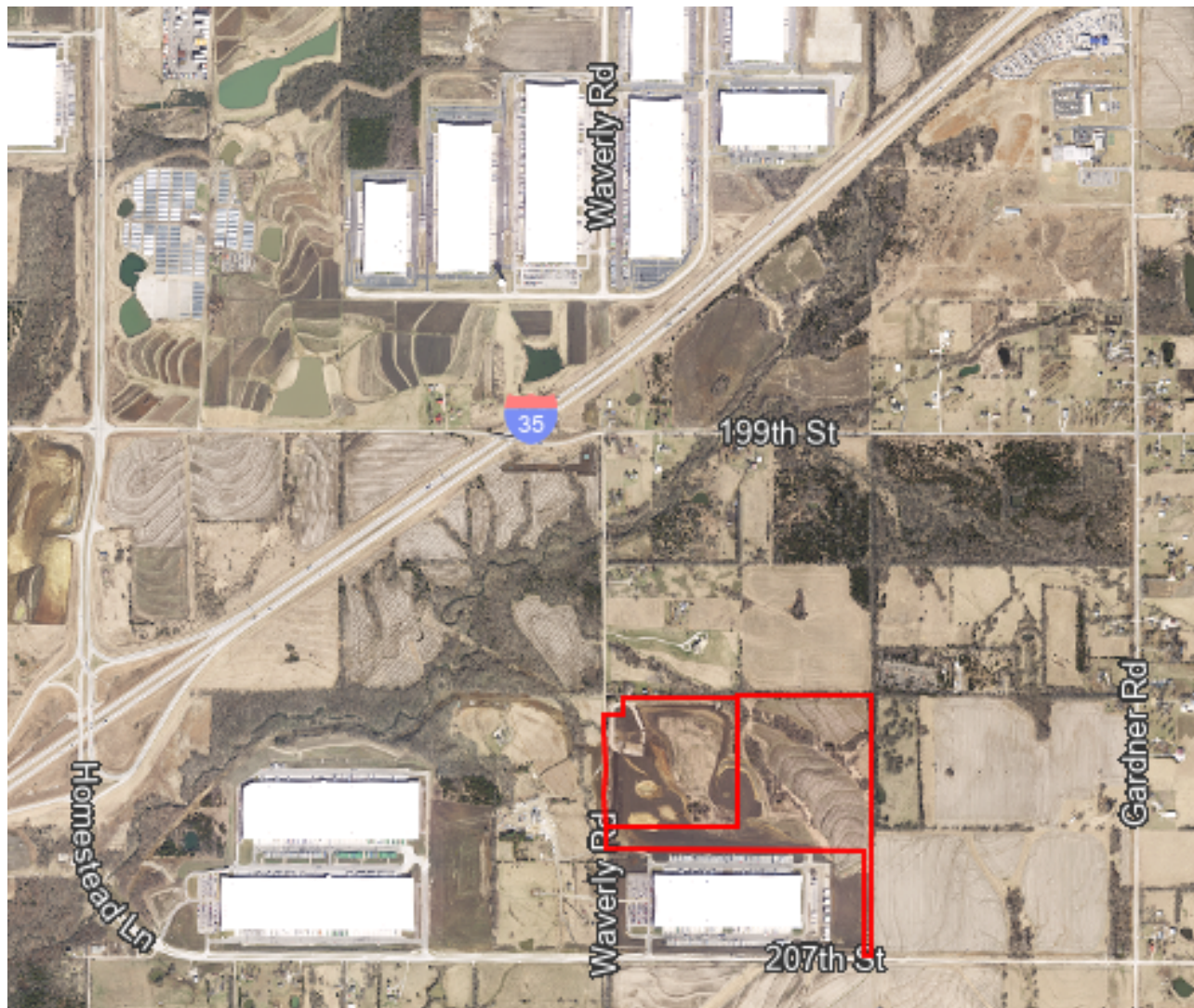


Figure 2



INFRASTRUCTURE AND SERVICES

1. Access to the site would be from Waverly Road on the west and from the proposed street A on the east.
2. Utilities and service providers.
 - a. Water Service – Johnson County Water District 7.
 - b. Sanitary Sewer – City of Edgerton.
 - c. Electrical Service – Evergy.
 - d. Gas Service – Kansas Gas Service.
 - e. Police protection is provided by the City of Edgerton through the Johnson County Sheriff's Office.
 - f. Fire protection is provided by Johnson County Fire District #1.
3. Parcel is located within the Bull Creek watershed.

FINAL PLAT REVIEW

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

1. The instrument of survey which shows the point of beginning, corners, bearings, courses, distances, exterior boundaries, interior lot boundaries, abandoned lot lines, pins, monuments found or set. All P.I.'s corners, boundaries must be monumented with a 2" x 24" metal bar. ***Upon recording of the plat, confirm monuments have been set. Applicant has acknowledged.***
2. All easements with widths, and roads with curve data. *Some of the existing easements do not have the book and page labeled. Update Final Plat. Applicant has stated records are being obtained to determine book and page. If records cannot confirm easements have been recorded, they will be recorded with this Final Plat.*
3. Certificate of the Register of Deeds. *Certificate needs to be added to plat. Upon filing Final Plat with Johnson County Records and Tax Administration the Book/Page information will be added.*
4. Surveyor's Certificate and Seal and certificate for survey review by the County Surveyor or designated Land Surveyor. *Plat is not signed or sealed by a licensed Surveyor. Update Final Plat. Applicant stated the Final Plat document will be sealed prior to Governing Body approval.*

RECOMMENDATION

City staff recommends **approval** of Application **FP2020-04** Final Plat for *Logistics Park Kansas City South, Third Plat*, subject to compliance with the following stipulations:

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

ATTACHMENTS

- Application FP2020-04
- Final Plat, *Logistics Park Kansas City South, Third Plat*

EDGERTON CITY HALL
PLANNING COMMISSION MEETING
REGULAR SESSION
February 9, 2021

The Edgerton Planning Commission met in regular session with Chairperson John Daley calling the meeting to order at 7:00 PM.

All present participated in the Pledge of Allegiance.

The Roll Call was answered, indicating those present were Chairperson John Daley, Commissioner Jeremy Little via video conference, Commissioner Deb Lebakken via video conference, Commissioner Charlie Crooks via video conference, and Commissioner Tim Berger via video conference. Also present were City Administrator, Beth Linn, Marketing and Communications Director Kara Banks, Development Services Director Katy Crow, City Attorney Lee Hendricks and Planning and Zoning Coordinator Chris Clinton.

The Planning and Zoning Coordinator announced a quorum was present.

**FINAL PLAT FOR LOGISTICS PARK KANSAS CITY SOUTH, THIRD PLAT – APPLICATION
FP2020-04**

Chairperson Daley introduced the application and requested City Staff provide the Commission with their report.

Ms. Crow stated Application FP2020-04, Final Plat for Logistics Park Kansas City South, Third Plat requests approval for the final platting of one (1) lot. The west side of the new lot would front the east side of Waverly Road right-of-way. The plat indicates a proposed street on the east side of the proposed lot which would be newly constructed. This Final Plat request is being made in preparation of construction of Inland Port 52. This Final Plat request aligns with the request made with Preliminary Plat Application PP2019-02, which was presented to and approved by the Commission on August 9, 2019. This Final Plat application combines two smaller parcels which have not been platted, into one larger lot that totals 61.961 acres.

Ms. Crow stated access to the site would be from Waverly Road on west and from the proposed street on the east. She said the water service is provided by Johnson County Water District 7, sanitary sewer is provided by the City of Edgerton, electoral service is provided by Evergy, and gas service is provided by Kansas Gas Service. Police protection is provided by the City of Edgerton through the Johnson County Sheriff's Office and fire protection is provided by Johnson County Fire District #1. Ms. Crow stated the parcel is located within the Bull Creek watershed.

Ms. Crow explained City Staff reviewed the Final Plat submittal for compliance with the Approved Final Plat requirements in Article 13, Section 13.3 of the Edgerton Unified Development Code (UDC). She said City Staff had the following comments:

- The instrument of survey which shows the point of beginning, corners, bearing, courses, distances, exterior boundaries, interior lot boundaries, abandoned lot lines, pins, monuments found or set. All P.I.'s corners, boundaries must be monumented with a 2" x 24" metal bar. The applicant has acknowledged that upon recording of the plat, confirmation of the monuments being set will be required.
- All easements with widths, and road with curve data. The applicant has not provided the book

and page on some of the exiting easements. Ms. Crow explained the applicant stated records are still being obtained to determine the book and page. If the records cannot confirm the easements, the easements will be recorded with this Final Plat.

- Certificate of the Register of Deeds. Applicant has acknowledged that the certificate will be added upon filling the Final Plat with Johnson County.
- Surveyor's Certificate and Seal and certificate for survey review by the County Surveyor or designated Land Surveyor. The plat is not currently signed by the engineer. Ms. Crow informed the Commission the applicant will have the document sealed prior to Governing Body approval.

Ms. Crow said City Staff does recommend approval of Application FP2020-04 Final Plat for Logistics Park Kansas City South, Third Plat, subject to compliance with the following stipulations:

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

Chairperson Daley asked if the applicant wanted to discuss any items regarding the Final Plat.

Mr. Robinson stated he agrees with the Staff Report with the stipulations and requested approval of the application.

Chairperson Daley said this is regarding the division of the land. He said it is zoned properly and this application is not regarding what is being built.

Commissioner Crooks motioned to approve Application FP2020-04 with the stipulations. Commissioner Little seconded the motion. Application FP2020-04 was approved, 4-0.
by Chris Clinton, Planning and Zoning Coordinator

City Council Action Item

Council Meeting Date: February 25, 2021

Department: Administration

Agenda Item: Consider Renewal of Corporate Insurance Policy for April 1, 2021 – March 31, 2022

Background/Description of Item:

Annually, the City of Edgerton considers the renewal of its corporate insurance policies. The corporate insurance policies include several coverages, such as Property, Crime (for employee theft), Inland Marine (contractor's equipment), General Liability, Public Officials Errors and Omissions, Employment Practices, Business Automobile, Pollution Liability (from the treatment plant) and Cyber Liability.

In 2019, the City had received notice that the previous insurance company, OneBeacon, would not be renewing the City's insurance policies. Mr. O'Brien, the City's insurance agent with The Reilly Group, bid the City's insurance program for the 2020-2021 renewal. Of the two companies that responded, Travelers and EMC, Mr. O'Brien recommended Travelers. The Council approved the program with Travelers at the March 26, 2020, Council meeting. City staff began working with Mr. O'Brien on the insurance renewal process for 2021-2022 in December. Mr. O'Brien worked with Travelers to renew the City's insurance program.

At the renewal in 2019, Council directed staff to determine which property was to be insured in which manner (replacement cost, actual cash value (ACV), or self-insured). A comprehensive list was developed with those methods of coverage valuation and Council adopted those methods of replacement on March 28, 2019. That same methodology has been employed with regards to the coverage for this policy year.

The property of the City can be insured in one of three ways: (1) at replacement cost, (2) actual cash value; or (3) self-insured.

Replacement Cost

- Assets insured at replacement cost are insured at a value that represents the cost to replace/rebuild including materials and labor with no deduction for depreciation.
- Council included assets at replacement cost when the cost to replace the asset is significant or when the need to replace the asset is immediate or is an emergency.
- To determine replacement cost, staff contacted contractors for pricing for assets in today's dollars, looked at prices recently paid by the City for similar items and researched the costs on the internet. For buildings, staff used a per square foot reconstruction cost

researched on the internet and multiplied it by the square footage of City buildings as noted in the County Appraiser's records.

Actual Cash Value (ACV)

- Assets insured at ACV are insured at a value that represents the asset's current market value (replacement cost less depreciation).
- Council included assets at ACV when the City would not replace the asset or replace it in the same location or with the same type of asset.
- Staff determined the current value of an asset by depreciating the asset using the straight-line method of depreciation for assets that still have more than 25% of their useful life left. The straight-line depreciation method takes the cost of the asset less any value that might be left at the end of the asset's useful life and divides the result evenly over the useful life of the asset.
- For assets with less than 25% of their useful life left, staff researched the internet for a current value.

Self-Insure

- Assets that are self-insured are not included in the City's insurance policy. The cost to replace the asset will be paid in full by the City from reserves.
- Council included assets as self-insured when the cost to replace the asset is low or when the need to replace the asset isn't immediate or an emergency.

Attached are the proposed coverages and the associated costs from Travelers. Also attached are the revised property, equipment, IT equipment and vehicle lists.

- The annual premium quote from Travelers for the 2021-2022 coverage period is \$86,185.
- Mr. O'Brien recommends the same pollution liability coverage from Crum & Forster for an amount of \$5,671, which is a zero increase in premium.
- Mr. O'Brien recommends changing the cyber liability coverage to a new company, HDI Global, due to similar coverage at a much lower premium cost. The new premium is \$1,943, a savings of \$1,687.
- Overall, the proposed cost of the City's insurance program renewal will increase \$987, or 1.2%, over the cost of the 2020-2021 program, primarily due to the 8% increase in property values from last year.

At the bottom of the attached Insurance Program Comparison Summary – 2020-21 to 2021-22, Mr. O'Brien has provided some notes regarding the coverage quote outlined. As a reminder, at the renewal last year (2020-2021), Council approved the recommendation from Mr. O'Brien to increase the wind/hail deductible from \$10,000 to \$25,000 to take advantage of significant premium savings. The deductible remains at \$25,000 for the 2021-2022 renewal. Mr. O'Brien also notes that the coverage value for computer equipment was increased to \$250,000 at no additional premium cost. Also, for no additional premium cost, the coverage value for leased/rented equipment was increased to \$75,000.

Insurance premium costs provided by Travelers compare as follows:

Insurance Type	2020-2021	2021-2022	Change
Property, Liability, Auto, Umbrella Coverage	\$75,877	\$78,551	\$2,674
Pollution Liability (Crum & Forster)	\$5,671	\$5,671	\$0
Cyber Liability (Hiscox in 2020 HDI Global in 2021)	\$3,630	\$1,943	\$(1,687)
Total Insurance Coverage Quote	\$85,178	\$86,165	\$987

The 2021 budget allocated for insurance premiums is \$105,090, so the premiums presented by Mr. O'Brien represent a significant savings to the City.

Related Ordinance(s) or Statue(s):

Funding Source: Funding for property insurance premiums is provided for in the General Fund (Administration and Parks), Water Fund (Administration) and the Sewer Fund (Treatment Plant, Lift Stations and Administration).

Budget Allocated: \$105,090

Finance Director Approval:

x 
Karen Kindle, Finance Director

Recommendation: Purchase corporate insurance policy from Travelers, purchase pollution liability policy from Crum and Forster and purchase cyber liability coverage from HDI Global for the period of April 1, 2021 – March 31, 2022, for a premium amount not to exceed \$86,165.

Enclosed:

- (1) Insurance Summary & Comparison provided by Kevin O'Brien of The Reilly Company
- (2) Various City Property Lists

Prepared by: Karen Kindle, Finance Director

City of Edgerton, Kansas
Insurance Program Comparison Summary - 2020-21 to 2021-22

<u>Item of Coverage</u>	<u>2020-21</u>	<u>2021-22</u>
Property	Travelers	Travelers
Blanket Building & Personal Property Values - RC	\$ 19,609,184	\$ 21,134,453
Earthquake (\$25,000 Deductible)	\$ 2,500,000	\$ 2,500,000
Flood (see property list) (\$25,000 Deductible)	\$ 2,500,000	\$ 2,500,000
Total Property Values Insured	\$ 19,609,184	\$ 21,134,453
Bus Interruption & Extra Expense (72 hour Deductible)	\$ 250,000	\$ 250,000
Computer Equipment Coverage	\$ 154,400	\$ 250,000
Property Deductible	\$ 5,000	\$ 5,000
Wind-Hail Deductible	\$ 25,000	\$ 25,000
Cosmetic Damage Exclusion	No	No
<i>RC=Replacement Cost / ACV=Depreciated Value</i>		
Crime	Travelers	Travelers
Employee Dishonesty (Excluding Treasurer)	\$ 200,000	\$ 200,000
Forgery & Alteration	\$ 25,000	\$ 25,000
Money & Securities	\$ 25,000	\$ 25,000
Money Orders and Counterfeit Paper Currency	\$ 25,000	\$ 25,000
Computer Fraud	\$ 25,000	\$ 25,000
Deductible	\$ 1,000	\$ 1,000
Inland Marine	Travelers	Travelers
Contractor's Equipment - Unscheduled (ACV) -	\$ 20,000	\$ 20,000
Contractor's Equipment - Scheduled (ACV)	\$ 789,757	\$ 802,579
Leased/Rented Equipment (ACV)	\$ 25,000	\$ 75,000
Flood & Earthquake (\$25,000 Deductible)	Included	Included
Total Equipment Values	\$ 834,757	\$ 897,579
Inland Marine Deductible	\$ 1,000	\$ 1,000
<i>ACV = Actual Cash Value = Market Value</i>		
General Liability (Occurrence Form)	Travelers	Travelers
Limit of General Liability - Each Occurrence	\$ 1,000,000	\$ 1,000,000
KS Tort Cap - where applicable	\$ 500,000	\$ 500,000
Annual Aggregate Limit	\$ 2,000,000	\$ 2,000,000
Employee Benefits Legal Liability (EBL)*	\$ 1,000,000	\$ 1,000,000
Sexual Abuse & Molestation	\$ 1,000,000	\$ 1,000,000
Pesticide & Herbicide Coverage	\$ 1,000,000	\$ 1,000,000
Failure to Supply	\$ 1,000,000	\$ 1,000,000
General Liability Deductible per claim	*None	*None
Sewer Backup (resulting from negligence) *	\$ 1,000,000	\$ 1,000,000
* Except \$1,000 ded for Sewer Backup and EBL		
Public Official Errors & Omissions Liability	Travelers	Travelers
Limit of Liability - Each Claim	\$ 1,000,000	\$ 1,000,000
Annual Aggregate Limit	\$ 2,000,000	\$ 2,000,000
Public Official Liability Deductible	\$ 2,500	\$ 2,500
Cyber/Network Security/Data Breach Coverage	Excluded	Excluded
Retroactive Date	4/1/2004	4/1/2004
Number of Employees - Full time / Part time	20 / 3	20 / 3

City of Edgerton, Kansas
Insurance Program Comparison Summary - 2020-21 to 2021-22

<u>Item of Coverage</u>	<u>2020-21</u>	<u>2021-22</u>
Employment Practices Liability	Travelers	Travelers
Limit of Liability - Each Claim	\$ 1,000,000	\$ 1,000,000
Annual Aggregate Limit	\$ 2,000,000	\$ 2,000,000
Employment Practices Liability Deductible	\$ 2,500	\$ 2,500
Workplace Violence Expenses	\$ -	\$ 250,000
Defense in Addition or Reduces Coverage Limit	In Addition	In Addition
Third Party Coverage - Defense Only or Full Cover	Full Coverage	Full Coverage
Retroactive Date (None or an older date is better)	4/1/2004	4/1/2004
Number of Employees - Full time / Part time	20 / 3	20 / 3
Business Automobile	Travelers	Travelers
Limit of Liability - Each Occurrence	\$1,000,000	\$1,000,000
Uninsured/Underinsured Motorist	\$1,000,000	\$1,000,000
Comprehensive Deductible	\$1,000	\$1,000
Collision Deductible	\$1,000	\$1,000
Valuation of Claim is ACV = Actual Cash Value = Market Value	ACV	ACV
Number of Vehicles Insured/Trailers	12 / 5	12 / 5
Excess Liability	Travelers	Travelers
Limit of General Liability - Each Occurrence	\$ 4,000,000	\$ 4,000,000
Annual Aggregate Limit	\$ 4,000,000	\$ 4,000,000
Excess Over: General Liability & Auto Liability	YES	YES
Employment Practices Liability	YES	YES
Public Official Liability	YES	YES
Subtotal Premium	\$ 75,877.00	\$ 78,551.00
Pollution Liability	Crum & Forster	Crum & Forster
Limit of General Liability - Each Claim	\$ 1,000,000	\$ 1,000,000
Annual Aggregate Limit	\$ 2,000,000	\$ 2,000,000
Retroactive Date	4/1/2016	4/1/2016
Deductible	\$ 5,000	\$ 5,000
Pollution Premium	\$ 5,671.00	\$ 5,671.00
Cyber Liability	Hiscox	HDI Global
Limit of General Liability - Each Claim	\$ 1,000,000	\$ 1,000,000
Annual Aggregate Limit	\$ 1,000,000	\$ 1,000,000
Deductible	\$5,000 /10 Hours	\$5,000 / 8 Hours
Cyber Premium	\$ 3,630.00	\$ 1,943.00
Total Premium	\$ 85,178.00	\$ 86,165.00

Notes:

Overall, the renewal premium is up slightly, primarily due to increased property exposures:

- 1) Property values increased by 3% for inflation and added another \$936,900 due to new exposures
- 2) Computer Equipment Coverage increased to \$250,000 at no additional premium
- 3) Equipment values increased slightly from last year and Leased / Rented value increased to \$75,000 at no cost
- 4) Workplace Violence Expense Coverage for \$250,000 was added this year at no additional premium
- 5) Auto number of vehicles stayed same but new 2021 Truck replaced a much older truck
- 6) Cyber Coverage is being moved to HDI Global due to similar coverage at much lower premium cost

Edgerton Property List 4-1-2021

Property List 2021-2022

Property List 2021-2022						Year	Year	
			Building	Contents		Built	Updated	
Item #	Asset	Asset Location	Insured Value	Insured Value	Constr			Dept
Replacement Cost (all except City Hall - Actual Cash Value)								
1-1	Community Center/City Hall	404 E. Nelson St, Edgerton, KS 66021 *	\$1,977,600	\$36,050	2s - JM	1904	2012	G
2-1	Water Tanks & Telemetry Equipment (150,000 gallons)	818 W 8th St, Edgerton, KS 66021 *	\$463,500	\$0	1s - NC	1982		WT
2-2	Fence - Water Tower	818 W 8th St, Edgerton, KS 66021 *	\$4,326	\$0	1s - NC	1982		WT
3-1	Water Tanks & Telemetry Equipment (50,000 gallons) (Mar	1st St at E. Martin St., Edgerton, KS 66021 *	\$386,250	\$0	1s - NC	1955	2015	WT
3-2	Fence - Water Tower	1st St at E. Martin St., Edgerton, KS 66021 *	\$3,090	\$0	1s - NC	1955	2015	WT
3-3	Outdoor Warning Siren - Manor Park	1st St at E. Martin St., Edgerton, KS 66021 *	\$26,780	\$0	1s - NC		2016	OW
3-4	Manor Park Playground Equipment	1st St at E. Martin St., Edgerton, KS 66021 *	\$44,465	\$0	1s - NC			PR
3-5	Manor Park Rubber Mulch at this location	1st St at E. Martin St., Edgerton, KS 66021 *	\$21,619	\$0	1s - NC			PR
3-6	Manor Park Shelter	1st St at E. Martin St., Edgerton, KS 66021 *	\$29,376	\$0	1s - Frame			PR
4-1	Parks Maint Bldg	710 E. Nelson St, Edgerton, KS 66021	\$103,000	\$5,150	1s - NC			PW
4-2	Public Works Building	710 E. Nelson St, Edgerton, KS 66021	\$324,450	\$36,050	1s - NC			PW
4-3	Fence	710 E. Nelson St, Edgerton, KS 66021	\$288,400	\$0	1s - NC	1981		PW
4-4	Barn (Lean To w/Equipment) (80x40)	710 E. Nelson St, Edgerton, KS 66021	\$77,250	\$0	1s - NC	1981		PW
4-5	Salt Storage Barn (Quonset Hut) (65x30)	710 E. Nelson St, Edgerton, KS 66021	\$22,660	\$0	1s - NC	1981		PW
4-6	Edgerton Waste Water Lift Station (EWWLS)	710 E. Nelson St, Edgerton, KS 66021	\$754,990	\$0	1s - NC	2017		SW
4-7	EWWLS Fence	710 E. Nelson St, Edgerton, KS 66021	\$35,020	\$0	1s - NC	2017		SW
4-8	EWWLS Generator	710 E. Nelson St, Edgerton, KS 66021	\$32,960	\$0	1s - NC	2017		SW
5-1	Edgerton Lake Park Shelter House #1	600 E. 6th St, Edgerton, KS 66021	\$19,388	\$0	1s - NC	1985	2011	PR
5-2	Edgerton Lake Park Shelter House #2	600 E. 6th St, Edgerton, KS 66021	\$29,376	\$0	1s - NC	1985	2011	PR
5-3	Edgerton Lake Park Shelter House #3	600 E. 6th St, Edgerton, KS 66021	\$19,388	\$0	1s - NC	1985	2011	PR
6	Maintenance Building (600 square feet)	307 E. Nelson St, Edgerton, KS 66021 *	\$72,100	\$20,600	1s - JM	1955		G
7-1	Concessions Building	Martin Creek Park, Edgerton, KS 66021 *	\$72,100	\$5,150	1s - NC	1990		PR
7-2	Poles/Lights (field 1)	Martin Creek Park, Edgerton, KS 66021 *	\$154,500	\$0	1s - NC	1990		PR
7-3	Poles/Lights (field 2)	Martin Creek Park, Edgerton, KS 66021 *	\$154,500	\$0	1s - NC			PR
7-4	Poles/Lights (field 3)	Martin Creek Park, Edgerton, KS 66021 *	\$154,500	\$0	1s - NC			PR
7-5	Shelter	Martin Creek Park, Edgerton, KS 66021 *	\$46,350	\$0	1s - NC			PR
7-6	Tennis Court Lights	Martin Creek Park, Edgerton, KS 66021 *	\$154,500	\$0	1s - NC			PR
7-7	Playground Equipment	Martin Creek Park, Edgerton, KS 66021 *	\$13,668	\$0	1s - NC			PR
7-8	Baseball backstops (field #1 & #2)	Martin Creek Park, Edgerton, KS 66021 *	\$4,367	\$0	1s - NC			PR
7-9	Baseball Fence (field #1 & #2)	Martin Creek Park, Edgerton, KS 66021 *	\$3,090	\$0	1s - NC			PR
8	8th Street Sewer Lift Station	W. 7th & W. 8th St, Edgerton, KS 66021	\$51,500	\$0	1s-MNC	1975	2000	SW
9	Library (not on historic register)	319 E. Nelson St, Edgerton, KS 66021 *	\$772,500	\$0	1s-MNC	1904	2001	G
10-1	Water Tower (200,000 gallons) (County Line)	20325 County Line Rd, Edgerton, KS 66021 *	\$618,000	\$0	1s - NC	2000		WT
10-2	Fence - Water Tower (County Line)	20325 County Line Rd, Edgerton, KS 66021 *	\$13,390	\$0	1s - NC			WT
11-1	Baldwin Booster Pump Station	200 Road, Baldwin, KS 66006	\$144,200	\$0	1s - NC	2000		WT
11-2	Fence - Baldwin Booster Pump Station	200 Road, Baldwin, KS 66006	\$9,631	\$0	1s - NC	2000		WT
12	Edgerton Community Museum (750 sq ft leased to Hist Soc	406 E. Nelson St, Edgerton, KS 66021 *	\$113,300	\$0	1s - Frame	1900	2005	G
13	Skate Park	Glendell Acres Park, 310 W. Edgewood Dr, Edgerton, KS *	\$5,216	\$0	1s - NC	2009		PR
14-1	IMF Lift Station	32882 W. 191st St, Edgerton, KS 66021 *	\$381,100	\$0	MNC	2013		SW
14-2	IMF Lift Station - Fence	32882 W. 191st St, Edgerton, KS 66021 *	\$4,553	\$0	MNC	2013		SW
14-3	IMF Lift Station - Generator	32882 W. 191st St, Edgerton, KS 66021 *	\$23,690	\$0	MNC	2013		SW
14-4	Outdoor Warning Siren-IMF Lift Station	32882 W. 191st St, Edgerton, KS 66021 *	\$26,780	\$0	MNC	2013		OW

Edgerton Property List 4-1-2021

15-1	Big Bull Creek WWTP	20600 Homestead Ln, Edgerton, KS 66021 *	\$5,934,597	\$0	1s-MNC	2013	SW
15-2	Big Bull Creek WWTP - Solids Bldg	20600 Homestead Ln, Edgerton, KS 66021 *	\$1,545,000	\$0	1s-MNC	2013	SW
15-3	Big Bull Creek WWTP - Admin Bldg	20600 Homestead Ln, Edgerton, KS 66021 *	\$880,650	\$25,750	1s-MNC	2013	SW
15-4	Big Bull Creek WWTP - Headworks Bldg	20600 Homestead Ln, Edgerton, KS 66021 *	\$545,900	\$0	1s-MNC	2013	SW
15-5	Big Bull Creek WWTP - Fence/Gate	20600 Homestead Ln, Edgerton, KS 66021 *	\$54,590	\$0	1s-MNC	2013	SW
15-6	Big Bull Creek WWTP - Generator	20600 Homestead Ln, Edgerton, KS 66021 *	\$123,600	\$0	1s-MNC	2013	SW
16	Single Family Dwelling (Yellow House-Overflow City Offices	305 E Nelson St, Edgerton, KS 66021 *	\$113,300	\$25,750	1s-Frame	2014	G
17	Outdoor Warning Siren - Braun St.	1100 W. Braun, Edgerton, KS 66021 *	\$26,780	\$0	1s-MNC	1999	2015 OW
18	Water Control Vault w/Telemetry Equipment-US 56	100 W. 8th Street, Edgerton, KS 66021 *	\$4,635	\$0	1s-MNC	2015	WT
19	Water Control Vault w/Telemetry Equipment-207th Street	900 W. Braun, Edgerton, KS 66021 *	\$3,090	\$0	1s-MNC	2015	WT
20	Traffic Signals	20365 Homestead Ln, Edgerton, KS - Northside of Intersection *	\$217,330	\$0	1s-MNC	2016	TS
21	Traffic Signals	20336 Homestead Ln, Edgerton, KS - Southside of Intersection *	\$217,330	\$0	1s-MNC	2016	TS
22	Traffic Signals	32708 W. 199th St, Edgerton, KS 66021*	\$217,330	\$0	1s-MNC	2016	TS
23	Traffic Signals	19108 Homestead Ln, Edgerton, KS 66021 *	\$217,330	\$0	1s-MNC	2016	TS
24	Street Lights	Waverly Road*	\$228,969	\$0	1s-MNC	2016	SL
25	Street Lights	Homestead Ln Interchange*	\$234,840	\$0	1s-MNC	2016	SL
26	Street Lights	207th & Homestead	\$417,640	\$0	1s-MNC	2020	SL
27	Street Lights	207th & Waverly	\$114,000	\$0	1s-MNC	2020	SL
28	Traffic Signals	191st Street & Waverly Rd.*	\$217,330	\$0	1s-MNC	2016	TS
29	Government Offices	312B E. Nelson St., Edgerton, KS *	\$0	\$15,450	1s - Frame		G
30-1	Essex Waste Water Lift Station	19129 Essex Street, Edgerton Ks. *	\$772,500	\$0	MNC	2017	SW
30-2	Essex Waste Water Lift Station - Generator	19129 Essex Street, Edgerton Ks. *	\$103,000	\$0	MNC	2017	SW
30-3	Essex Waste Water Lift Station - Vinyl Fence	19129 Essex Street, Edgerton Ks. *	\$13,133	\$0	MNC	2017	SW
31-1	Big Industrial Waste Water Lift Station	18517 Waverly Rd *	\$381,100	\$0	MNC	2017	SW
31-2	Big Industrial Waste Water Lift Station - Generator	18517 Waverly Rd *	\$23,690	\$0	MNC	2017	SW
31-3	Big Industrial Waste Water Lift Station - Vinyl Fence	18517 Waverly Rd *	\$12,721	\$0	MNC	2017	SW
32-1	BBCLS	32500 W 207th St., Edgerton, KS	\$370,000	\$0	MNC	2020	SW
32-2	BBCLS Generator	32500 W 207th St., Edgerton, KS	\$23,000	\$0	MNC	2020	SW
32-3	BBCLS Fencing	32500 W 207th St., Edgerton, KS	\$12,350	\$0	MNC	2020	SW
33-1	Spoon Creek Booster Pump Station	20690 Spoon Creek *	\$278,100	\$0	MNC	2017	WT
33-2	Fence - Spoon Creek Booster Pump Station	20690 Spoon Creek *	\$3,245	\$0	MNC	2017	WT
Total Blanket Building Values at Replacement Cost			\$20,964,503				
Total Blanket Contents Values at Replacement Cost				\$169,950			

Added since last renewal.

Total Blanket Limit of All Property Insured	\$21,134,453
Note: Earthquake limit is \$2,500,000 (\$25,000 deductible) for all above locations	
Note: Flood limit is \$2,500,000 (\$25,000 deductible) only at locations noted with an asterisk (*)	

City of Edgerton Vehicle List 4-1-2021

Edgerton Vehicles List 2021-2022 Renewal

Vehicle #	Year	Make	Model	Body Type	VIN	Dept	Purchase Date	Mileage
1	2001	Ford	F250	Pickup truck	1FTNF21L41EB39836	PW		130,470
2	2003	Chevy	Silverado	Pickup truck	1GCEC19Z43Z304694	UT		96385
3	2015	Ford	F250	Pickup truck	1FT7W2B68FEA88530	PW	6/9/2014	60375
4	2015	Ford	F350	Pickup truck	1FTRF3B61FEA88528	PW	6/9/2014	44570
5	2015	Ford	F150 Supercab 4 X 4	Pickup truck	1FTEX1EPXFKD30819	CD	5/4/2015	42150
6	2015	Ford	F150 Supercab 4 X 4	Pickup truck	1FTEX1EP9FKE51454	CD	9/9/2015	30550
7	2016	Isuzu Elgin Broom Badger	Street Sweeper	Truck	JALE5W160G7303812	PW	8/4/2016	6549
8	2017	Ford	F350 4X4 Crew Cab w/plow	Pickup truck	1FT8W3B60HEE05312	PK	8/18/2017	28590
9	2017	Mack	Granite GU 432	Truck	1M2AX34C2HM010728	PW	9/29/2017	13920
10	2018	Lamar	Utility Trailer	Trailer	5RVUC12XJP056353	PK	10/26/2017	
11	2009	Trailer	With Sewer Jetter mounted	Trailer	139KU21278C381582	UT		
12	2018	Diamond C	13DECL24X102 Flatbed	Trailer	46UFU2426J1195966	PW	4/16/2018	
13	2018	Diamond C	48HDT-LPL24x82 Road Clipper	Trailer	46UFU2423J1203361	PW	7/25/2018	
14	1987	Starlight	Utility Trailer	Trailer	1HWFS162541	UT		
15	2019	Ford	F350 4X4 Crew Cab FB w/9' plow	Pickup truck	1FD8W3H64KED68646	PW	2/28/2019	9115
16	2019	Ford	F350 W-9ft UtilityBed +Crane	Pickup truck	1FD8W3H64KED68647	UT	3/28/2019	18351
17	2021	Ford	F350 4X4 Crew Cab	Pickup truck	1FT8X3B60MEC70520	PW	1/28/2021	

Edgerton Equipment List 4-1-2021

City of Edgerton
Insurance Renewal 2021-2022

2021

Contractors Equipment

Item #	Year	Manufacturer	Model	Description	Serial #	Purchase Cost	Useful Life		Curr Hours	Life Used	Life Left	% Life Left	Amount of Ins.	Purchase Date	Purchase Yr	Dept	Type
							Years	Hours									
Heavy Equipment																	
1	2017	Kubota	RTVX1100	Utility Vehicle	A5KC2GDBAHG034584	17,280	10	5000	684	3	4316	86%	14,916	10/2/2017	2017	PK	Heavy Equip
2	2017	Caterpillar	PNG0729	12M3 AWD Motor Grader	CAT0112MHN9800409	278,000	15	10000	358	3	9642	96%	268,048	11/29/2017	2017	PW	Heavy Equip
3	2020	Caterpillar	212-6231	Motor Grader Scarifier	8AW02416	4,897	10			2	8	80%	3,918	6/15/2020	2020	PW	Heavy Equip
4	2018	Volvo	DD258	Roller	VCE0D25BF0H661034	35,490	10	5000	34	2	4966	99%	35,249	11/27/2018	2018	PW	Heavy Equip
5a	2017	Kubota	SSV75PHFRC	Skid Loader w/ Cab, Pilot Controls, Hydraulic Coupler	JKUS0751K00/23116	46,500	10	6000	632	3	5368	89%	41,602	11/29/2017	2017	PW	Heavy Equip
5b	2017	Kubota	AP-HD74	Skid Steer Tooth Bucket	1031804K	incl w/Skid Loader	13			5	8	62%	incl w/Skid Loader	11/29/2017	2017	PW	Heavy Equip
5c	2017	Kubota	AP-HD74	Skid Steer Smooth Bucket	1011803K	incl w/Skid Loader	13			5	8	62%	incl w/Skid Loader	11/29/2017	2017	PW	Heavy Equip
5d	2018	Coneqtec Universal	AP450HD	Mill Head	C13117	13,480	13			4	9	69%	9,332	7/20/2018	2018	PW	Heavy Equip
5e	2019	Kubota	AP-HB74-16	Box Broom Attachment - Skid Loader	1072694K	6,347	13			3	10	77%	4,882	10/23/2019	2019	PW	Heavy Equip
6a	2017	John Deere	50G	Compact Excavator	1FF050GXPXH284368	63,000		6000	390		5610	94%	58,905	12/21/2017	2017	PW	Heavy Equip
6b	2016	John Deere	AT439374	12" Bucket	2067093	incl w/ 50G	13			6	7	54%	incl w/ 50G	8/19/2016	2016	PW	Heavy Equip
6c	2016	John Deere	AT316565	36" (Smooth) Bucket	2045041	1,100	13			6	7	54%	592	8/19/2016	2016	PW	Heavy Equip
6d	2016	John Deere	AT316562G	18" Bucket	2380913	1,100	13			6	7	54%	592	8/19/2016	2016	PW	Heavy Equip
7a	2018	Mahindra	2555HTS Cab	Tractor Product #25554CHIL	55HCK00859	34,000		6000	154		5846	97%	33,127	8/16/2018	2018	PW	Heavy Equip
7b	2018	Mahindra	2555	Loader & Bucket	55CL K00383	incl w/tractor	13			4	9	69%	incl w/tractor	8/16/2018	2018	PW	Heavy Equip
7c	2018	Mahindra	20KPL3PT72-M	Aerator	K13361-1	3,350	13			4	9	69%	2,319	8/16/2018	2018	PW	Heavy Equip
7d	2018	KOD	KBSHD6	Heavy Duty 6' Box Blade	245749	1,172	10			4	6	60%	703	9/11/2018	2018	PW	Heavy Equip
8	1998	Case Uniloader	1840		JAF0248235	17,800		5000	n/a				8,500			UT	Heavy Equip
9a	2020	Caterpillar	926M	W/ 3yd Bucket - 360-3323	D8T628932J308897	156,879		6000	70.9	2	5929	99%	156,879	12/2/2020	2020	PW	Heavy Equip
9b	2020	Dymax	Grapple Bucket	With 2020 CAT - Model DX-BK-GL-3	170430	21,810		6000	2	6000	100%	21,810	12/2/2020	2020	PW	Heavy Equip	
9c	2020	Caterpillar	Fork Attachment	With 2020 CAT	532-8222	3,505		6000	2	6000	100%	3,505	12/2/2020	2020	PW	Heavy Equip	
10	2020	Seal Master	Crack Pro 125	Crack Seal Machine	159P1151XL0420511	57,804	13			2	11	85%	57,804	12/16/2020	2020	PW	Heavy Equip

Mowers																	
11	2011	Simplicity	17 HP Pacer	Walk Behind Mower		2,099	10	1500	200	9	1300	87%	1,819	7/12/2011	2011	CD	Mower
12	2017	Hustler	HTF934935	Super Z HD 60 RD Mower	17073115	11,172	7	1500	338	3	1162	77%	8,655	9/28/2017	2017	PK	Mower
13	2017	Hustler	HTF934976	Super Z HD 72 RD Mower	17090534	11,377	7	1500	428	3	1072	71%	8,131	9/28/2017	2017	PK	Mower
14	2018	Wright Stander	WSZK61s61E8E-49s	61" Zero Turning Mower	107296EF	9,083	10	1500	734	2	766	51%	4,638	4/26/2018	2018	PW	Mower
15	2015	Bad Boy	Outlaw	61" Zero Turn Mower	BB0612174002151006	6,954	10	1500	159	5	1341	89%	6,217	5/29/2015	2015	UT	Mower

Sign Shop Equipment																	
16	2017	Graphtec	FC8600-130	54' Cutting Plotter		13,200	7			5	2	29%	3,771	9/28/2017	2017	PW	Plotter
17	2017	HSRA	HSRA-48	Squeeze Roller	1708-3771	2,300	7			5	2	29%	657	9/28/2017	2017	PW	Plotter

Plows																	
18	2017	Kubota	V5289	72' Comm'l Plow Blade for UTV	21615504	5,278	10			5	5	50%	2,639	10/2/2017	2017	PK	Plow
19	2017	Boss	STB19200 - EXT	8' - 10' Plow w/ Rubber deflector Kit	401250953	6,960	10			5	5	50%	3,480	10/26/2017	2017	PW	Plow
20	2017	Boss	STB19200 - EXT	8' - 10' Plow w/ Rubber deflector Kit	401250652	6,960	10			5	5	50%	3,480	10/24/2017	2017	PW	Plow
21	2014	Caterpillar	230-7098	V-Plow for Cat Motor Grader	7YW03939	25,000	10			7	3	30%	7,500	2/14/2015	2015	PW	Plow
22	2017	ARM	SPX-10	10 ft Plow	7796	6,000	10			5	5	50%	3,000	9/14/2017	2017	PW	Plow
23	2017	Western	MVP - 76980	8 ft Plow	1702211-0090376980	5,700	10			5	5	50%	2,850		2017	PW	Plow
24	2019	Meyer	Lot Pro	9 ft Lot Pro	oo251809403	5,216	10			3	7	70%	3,651		2019	PW	Plow

Small Equipment																	
25	2015	Cub Cadet	31DH975W710	Snow Blower	16174B10153	3,200	15			7	8	53%	1,707		2015	PW	Small Equip
26	2016	Cornwell		Apprentice Tool Set	n/a	6,000	20			6	14	70%	4,200	12/9/2016	2016	PW	Small Equip
27	2016	Rotory	SM014	Vehicle Lift	FA7147	13,500	20			6	14	70%	9,450	12/31/2016	2016	PW	Small Equip

Spreaders																	
28	2017	Buyers	BU-1400601SS	8' Electric Stainless Steel Spreader	4780	5,100	10			5	5	50%	2,550		2017	PW	Spreader
29	2017	ARM	UTC	Tail Gate Spreader		3,000	10			5	5	50%	1,500	9/14/2017	2017	PW	Spreader

Scheduled Equip Total

802,579

Added/New since last renewal

Equipment Removed

2	1993	Case Backhoe	580	Super K	JG01788453	31,567		6000	n/a	27			14,900			PW	Heavy Equip
17	2015	Henke	EXP11AK	Snow Plow	19053	11,746	10			7	3	30%	3,524	2/27/2015	2015	PW	Plow
18	2011	Monroe		11 ft snow blade	MP36R11-ISCT	8,205	10			11	-1	-10%	-821		2011	PW	Plow
28	2015	Henke	HXC2000	V-box salt spreader	19148	23,128	10			7	3	30%	6,938	2/27/2015	2015	PW	Spreader

City of Edgerton
IT Equipment Schedule for Insurance
As of 12/29/2020

Item/Device Name	User	Location	Item/Device ID	Equipment Type	Purchase Year	Parts Cost	Labor Cost	Total
iPad	Kara	CH		iPad	2019	\$ 700.00	\$ 220.00	\$ 920.00
Front Counter PC	multiple	CH	EDG-CHDT-009	PC	2019	\$ 850.00	\$ 440.00	\$ 1,290.00
Switch - BBCWWTP		BBCWWTP		Network Component	2013	\$ 800.00	\$ -	\$ 800.00
Switch - City Hall		CH		Network Component	2015	\$ 800.00	\$ -	\$ 800.00
Switch - Yellow House		YH		Network Component	2015	\$ 450.00	\$ -	\$ 450.00
Switch - Studio B		Studio B		Network Component	2018	\$ 450.00	\$ -	\$ 450.00
Switch - Public Works		PW		Network Component	2017	\$ 450.00	\$ -	\$ 450.00
Firewall City Hall		CH		Firewall	2020	\$ 965.00	\$ 440.00	\$ 1,405.00
Firewall Yellow House		YH		Firewall	2020	\$ 965.00	\$ 440.00	\$ 1,405.00
Firewall Public Works		PW		Firewall	2020	\$ 965.00	\$ 440.00	\$ 1,405.00
Firewall BBCWWTP		BBCWWTP		Firewall	2020	\$ 965.00	\$ 440.00	\$ 1,405.00
Lenovo Thinkpad Laptop w/Docking Station	Karen	Studio B	EDG-APLT-002	Laptop	2020	\$ 1,800.00	\$ 440.00	\$ 2,240.00
Samsung Galaxy Tablet	Wayne/Mike	BBCWWTP		Android Tablet	2017	\$ 750.00	\$ 220.00	\$ 970.00
Lenovo Thinkpad Laptop	Kara	CH	EDG-CHDT-014	Laptop	2020	\$ 1,800.00	\$ 440.00	\$ 2,240.00
Lenovo Thinkpad Laptop	Katy	YH	EDG-YHLT-003	Laptop	2020	\$ 1,800.00	\$ 440.00	\$ 2,240.00
Neptune Handheld & Belt Clip Receiver	Mike/Wayne	BBCWWTP		Neptune Handheld	2016	\$ 6,120.00	\$ 220.00	\$ 6,340.00
Computer	Bldg Inspector	YH	EDG-YHDT-003	PC	2017	\$ 1,100.00	\$ 440.00	\$ 1,540.00
Computer	Chris	YH	EDG-YHDT-005	PC	2020	\$ 1,100.00	\$ 440.00	\$ 1,540.00
Lenovo Thinkpad Laptop w/Docking Station	Trey	PW	EDG-PWLT-002	Laptop	2020	\$ 1,800.00	\$ 440.00	\$ 2,240.00
Computer (Traffic CAD)	Bryce	PW	EDG-PWDT-004	PC	2017	\$ 650.00	\$ 440.00	\$ 1,090.00
ADM-PC (BBCWWTP)	Mike/Wayne	BBCWWTP	EDG-BBCDT-001	PC	2020	\$ 650.00	\$ 440.00	\$ 1,090.00
Lenovo Thinkpad Laptop w/Docking Station	Alex	CH	EDG-CHDT-013	Laptop	2020	\$ 1,800.00	\$ 440.00	\$ 2,240.00
Computer	Charlie	YH	EDG-YHDT-006	PC	2020	\$ 650.00	\$ 440.00	\$ 1,090.00
SPEB-PC (BBCWWTP)	Mike/Wayne	BBCWWTP	EDG-BBCDT-002	PC	2020	\$ 650.00	\$ 440.00	\$ 1,090.00
Multi-function Printer - City Hall (Konica)		CH		Printer	2017	\$ 500.00	\$ 440.00	\$ 940.00
Laptop	Mike	BBCWWTP	BBCWWTP-LAPTOP2	Laptop	2018	\$ 1,100.00	\$ 440.00	\$ 1,540.00
Neptune Gateway - County Line Water Tank		County Line Water Tank		Neptune Gateway	2017	\$ 3,500.00	\$ 500.00	\$ 4,000.00
Neptune Gateway - Edgerton Manor		Edgerton Manor		Neptune Gateway	2017	\$ 3,500.00	\$ 500.00	\$ 4,000.00
Lenovo Thinkpad Laptop w/Docking Station	Kathy	CH	EDG-CHDT-015	Laptop	2020	\$ 1,800.00	\$ 440.00	\$ 2,240.00
Computer	Maddie	CH	EDG-CHDT-004	PC	2018	\$ 650.00	\$ 440.00	\$ 1,090.00
Computer	Chase	PW	EDG-PWDT-003	PC	2017	\$ 650.00	\$ 440.00	\$ 1,090.00
Lenovo Thinkpad Laptop w/Docking Station	Dan	Studio B	EDG-APLT-01	Laptop	2018	\$ 1,800.00	\$ 440.00	\$ 2,240.00
Lenovo Thinkpad Laptop w/Docking Station	Veronica	CH	EDG-CHDT-12	Laptop	2020	\$ 1,800.00	\$ 440.00	\$ 2,240.00
Multi-function Printer (Brother)		YH	BRW8092D8D0F0	Printer	2018	\$ 500.00	\$ 220.00	\$ 720.00
Multi-function Printer - Public Works				Printer	2018	\$ 500.00	\$ 220.00	\$ 720.00
City Hall Server		CH	EDGE-DC1	Server	2017	\$ 3,000.00	\$ 440.00	\$ 3,440.00
Dell Laptop	Beth	CH	DESKTOP-15B1TK	Laptop	2019	\$ 1,800.00	\$ 440.00	\$ 2,240.00
Computer	Justin	Studio B	EDG-CHDT-011	PC	2020	\$ 800.00	\$ 440.00	\$ 1,240.00
Desk Phones (17)	Various	Various		Phone	2017	\$ 3,400.00	\$ 220.00	\$ 3,620.00
iPad Pro	Trey	PW		iPad	2017	\$ 750.00	\$ 220.00	\$ 970.00
iPad	Chris	YH		iPad	2015	\$ 750.00	\$ 220.00	\$ 970.00
iPad Pro	Scott	?		iPad	2017	\$ 750.00	\$ -	\$ 750.00
iPad	Dan	Studio B		iPad	2018	\$ 750.00	\$ -	\$ 750.00
Media PC (conf system)	multiple	Studio B	EDG-APDT-003	PC	2020	\$ 1,200.00	\$ 440.00	\$ 1,640.00
Computer	Admin	CH	STRATEGY-01	PC	?	\$ 1,500.00	\$ 440.00	\$ 1,940.00
Computer	CIC PC	CH	EDG-CH-OFF-04	PC	2018	\$ 1,500.00	\$ 250.00	\$ 1,750.00
Computer	CIP Proj Mgr	CH	EDG-CHDT-006	PC	2019	\$ 1,500.00	\$ 250.00	\$ 1,750.00
Conference Phone & 2 Expansion Mics	multiple	CH		Phone	2017	\$ 800.00	\$ -	\$ 800.00
Lexmark Check Printer	multiple	CH		Printer	2010	\$ 650.00	\$ 220.00	\$ 870.00
HP Multifunction Printer 7740	multiple	Studio B		Printer	2018	\$ 500.00	\$ 220.00	\$ 720.00
HP Multifunction Printer	multiple	Justin		Printer	2020	\$ 200.00	\$ 220.00	\$ 420.00
HP Multifunction Printer	multiple	Trey		Printer	2020	\$ 200.00	\$ 220.00	\$ 420.00
HP Multifunction Printer	multiple	?		Printer	2020	\$ 200.00	\$ 220.00	\$ 420.00
Multifunction Printer	Mike	BBCWWTP		Printer	2013	\$ 500.00		
Lenovo Laptop	Wayne	BBCWWTP	EDG-PWLT-005	Laptop	2020	\$ 1,800.00		\$ 1,800.00
Lenovo Laptop	Peter	PW	EDG-PWLT-006	Laptop	2020	\$ 1,800.00		\$ 1,800.00
Lenovo Laptop	Dana	PW	EDG-PWLT-007	Laptop	2020	\$ 1,800.00		\$ 1,800.00
Lenovo Laptop	Braden	PW	EDG-PWLT-008	Laptop	2020	\$ 1,800.00		\$ 1,800.00
SCADA System	Wayne/Mike	Multiple				\$ 82,000.00		\$ 82,000.00

Grand Totals

\$ 155,280.00 \$ 16,680.00 \$ 171,460.00

City Council Action Item

Council Meeting Date: February 25, 2021

Department: Public Works

Agenda Item: Consider Agreement With TREKK Design Group LLC For The Design Of The 2021 CDBG 7th & Nelson Sanitary Sewer Project

Background/Description of Item:

On May 28, 2020 City Council approved the submission of an application to Johnson County for the 7th & Nelson Sanitary Sewer Project for Community Development Block Grant (CDBG) funding.

In September of 2020 Johnson County notified staff of the proposed award of the full funding request (\$200,000). The amount is based on estimated funding, as the County has yet to receive their allocation from U.S. Department of Housing and Urban Development (HUD). The program year starts at the new year, and costs can be incurred after that date. Final authorization is dependent on Congress approving the budget, at that time City Staff will coordinate with Johnson County appropriately.

On December 11, 2020, the City of Edgerton issued a Request for Qualifications seeking engineering teams for the design of the 2021 CDBG 7th & Nelson Sanitary Sewer Project. The project includes inventory and analysis of the existing collection system, as well as design of the improvements. The majority of the proposed work will be replacement of Vitrified Clay Pipe (VCP) with Polyvinyl Chloride (PVC). Some areas within the project area will include various forms of repairs. The manholes within the project area would also be prioritized and lined (or equal improvements) as needed. To maximize the usage of the funds provided by CDBG, the proposed project area is larger than the proposed scope of the project.

The work proposed will 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. Currently the City has a Wastewater Master Plan underway. This plan identifies this project area as an area of emphasis for I&I reduction within the City.

Requests for Qualifications were due January 15, 2021 with a total of five (5) submissions. The selection committee (City Engineer, Public Works Director, Public Works Superintendent, and Utilities Superintendent) recommends TREKK Design Group, LLC as the best, most qualified team for the project. Final selection is pending final approval of the contract from City Attorney and City Engineer. The selection committee recommends the TREKK Design Group, LLC team based on their existing experience providing these services to municipalities

both of similar size and larger populations, as well as experience working with the grant funding.

The funding source for the project is identified as the Sewer Fund as well as the CDBG funding, by the CIP. The budget for the project listed in the CIP is \$518,000. The agreement with TREKK will be a not-to-exceed contract. Any changes to approved scope will need authorization, in compliance with our purchasing policies. Staff is currently working with TREKK to finalize the scope and fee for the project. Upon final approval from City Attorney and City Engineer staff recommends authorizing the Mayor to execute the agreement.

If approved, staff anticipates beginning the design of the project immediately with construction to be completed in 2021.

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

Funding Source: CDBG & Sewer Fund

Budget Allocated: \$518,000

Finance Director Approval: x 
Karen Kindle, Finance Director

Recommendation: Approve Agreement With TREKK Design Group LLC For The Design Of The 2021 CDBG 7th & Nelson Sanitary Sewer Project, Pending Approval From City Attorney and City Engineer, Authorizing The Mayor to execute the Agreement

Enclosed: Draft Agreement for Professional Services

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

EXHIBIT 2

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

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

(1) COMMERCIAL GENERAL LIABILITY

\$1,000,000 Per Occurrence

\$2,000,000 Aggregate

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

(2) WORKERS COMPENSATION - STATUTORY & EMPLOYERS LIABILITY

\$100,000 Each Accident

\$500,000 Policy Limit - Disease

\$100,000 Each Employee – Disease

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

(3) PROFESSIONAL LIABILITY / ERRORS & OMISSIONS

\$1,000,000 Per Claim

\$2,000,000 Aggregate

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

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

(4) WAIVER OF SUBROGATION

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

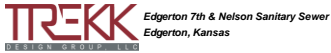
(5) CERTIFICATE OF INSURANCE

Prior to commencing the work, Consultant shall furnish an acceptable certificate(s) of insurance, identifying insurers that write Consultant's coverages, with minimum Best's Guide Rating of A- and Class VIII or better, and authorized to do business in the state of Kansas. Certificate will evidence the required coverage and endorsements stated above. Should any of the above described policies be cancelled or non-renewed, the City shall first be provided 30 days prior written notice, except 10 days for non-payment of premium. This cancellation provision shall be indicated on the certificate of insurance. City also reserves the right to obtain copies of Consultant's policies to validate coverage in effect if certificates are ambiguous. Annually, Consultant agrees to provide a new/replacement formal certificate of insurance five (5) days prior to the expiration date. If any portion of the work is to be subcontracted, Consultant shall require that the subcontracted Consultant(s) shall comply with the same indemnification agreement terms and be required to provide and maintain all insurance coverages and provisions as stated above, with a formal certificate of insurance acceptable to City evidencing same. Self-Insured retentions must be declared to and approved by City. If consultant is self-insured for any of the above coverages, such self-insurance must be approved by City, which may require written guarantees for payment of self insured

losses and related investigation, administration, and defense costs. And it must provide claims handling procedures acceptable to the City. Acceptance of any certificate that does not comply with the above requirements shall not operate as a waiver of Consultant's obligations hereunder. And the fact that insurance is obtained by Consultant shall not be deemed to release or diminish the liability of Consultant including, without limitation, liability under the indemnity provisions of this contract. Damages recoverable by City shall not be limited by the amount of the required insurance coverage. Consultant shall notify City in writing as soon as possible after any occurrence that could potentially lead to any lawsuit and/or after it receives notice or knowledge of any demand, claim, cause of action, lawsuit, or action arising out of the work performed under this contract.

EXHIBIT 3
COST AND SCHEDULE

EXHIBIT 4
SPECIAL PROVISIONS



Fee Billing Rate	Project Principal	Project Manager	Office Technician III	GIS Analyst II	GPS 1-Person Crew	Accounting Specialist II	Field Manager	Field Technician	Easement Machine (Hourly)	Heavy Clean (Hourly)	CCTV (Linear Foot)	MH Inspections (Each)	MH System Char (Each)	Mileage	Labor	Sub-Total	Direct Exp Sub-Total	TOTAL
	\$205.00	\$174.00	\$98.00	\$96.00	\$84.00	\$85.00	\$107.00	\$75.00	\$75.00	\$225.00	\$2.60	\$140.00	\$80.00	\$0.56				
WORK TASK DESCRIPTION																		
Project Administration																\$8,905.00	\$0.00	\$8,905.00
Kick-off Meeting (1 videophone conference)	2	2																
Project Administration (assumed 9 months)	4	18				9												
Bi-Monthly Progress Meetings (10 videophone conferences through bid opening)	4	15																
Field Investigations																\$7,869.00	\$22,038.40	\$29,907.40
Staging Field Maps & Inspection Forms				9														
Manhole Inspections and GIS System Characterization (up to 14 manholes)		1	8	15			1	60	10	10	6000	14	14	80				
Sewer Cleaning and CCTV Inspections (up to 6100 LF)														560				
Evaluation																\$15,964.00	\$0.00	\$15,964.00
Engineer Manhole Data Review		4																
Engineer Sewer Main Data Review		16																
Engineer Manhole Rehabilitation Recommendations		8																
Engineer Sewer Main Rehabilitation Recommendations		16																
Prepare Manhole Rehabilitation Schedule		8																
Prepare Pipe Rehabilitation Schedule		8																
Conceptual Layout Map (10% Design)				20														
Preliminary Conceptual Design		8																
Prepare Conceptual Estimate of Probable Cost		4																
QA/QC	4	4																
Preliminary Plans																\$12,980.00	\$36.40	\$13,016.40
60% Plans - Based on GIS	4	24		40														
Cover Sheet																		
General legend, layout																		
Plan Sheets																		
Rehabilitation Schedule Sheet																		
Sanitary Sewer Detail Sheets																		
QA/QC	4	8																
Prepare Estimate of Probable Cost		4																
Utility Coordination		4																
Submittal to City		2		2											65			
Final Plans																\$10,900.00	\$81.20	\$10,981.20
Final Design (100% Design) - Based on GIS		16		16														
Cover Sheet																		
General legend & layout																		
Plan Sheets																		
Rehabilitation Schedule Sheet																		
Sanitary Sewer Detail Sheets																		
Project Manual - Front End and Specifications		16																
QA/QC	4	8																
Prepare Estimate of Probable Cost		2																
Field Check		4																
Submittal to City		2		2										80				
														65				
CDBG Assistance																\$4,424.00	\$0.00	\$4,424.00
CDBG Project Coordination	8	16																
Obtain current CDBG Bid Packet Documents (GC, AFB, IFB,)																		
Obtain & Include State & Federal Wage Orders in Bids																		
Prepare list of Contractor Requirements for posting forms																		
Environmental, Historical, Cultural clearance coordination																		
Coordination on Construction Permits for project																		
Advertisement with Minority Contractors																		
Bid Phase Services																\$4,368.00	\$72.80	\$4,440.80
Preparation for Bid		4		2														
Advertisement		2																
Pre-Bid Meeting (not-mandatory to bidders)		4																
Respond to Bidder Questions & Addenda		8																
Bid Opening		4																
Prepare Bid Tab & Recommendation		2																
Construction Phase Services																\$13,176.00	\$260.40	\$13,436.40
Pre-Construction Conference (mandatory to contractor)		4																
Shop Drawing Review		6																
Virtual Monthly Progress Meetings (Assumed 1 per month for up to 3 months)		6																
Contractor Questions/Coordination with Contractor		8																
Site Visits in Response to Contractor Questions (up to 3)		12																
Substantial Completion (including site visit and review of post-con CCTV)		16																
Final Completion (including site visit)		8																
As-Built Drawings (electronic submittal with GPS of any relocated manholes)		4		16	6													
TOTAL MAN-HOURS / QUANTITY	34	306	8	122	6	9	1	60	10	10	6000	14	14	1445				
UNIT RATE	\$205.00	\$174.00	\$98.00	\$96.00	\$84.00	\$85.00	\$107.00	\$75.00	\$75.00	\$225.00	\$2.60	\$140.00	\$80.00	\$0.56				
TREKK DESIGN GROUP FEE TOTAL	\$6,970.00	\$53,244.00	\$784.00	\$11,712.00	\$504.00	\$765.00	\$107.00	\$4,500.00	\$750.00	\$2,250.00	\$15,600.00	\$1,960.00	\$1,120.00	\$809.20		\$78,586.00	\$22,489.20	\$101,075.20
Additional Services - Not Included																\$0.00	\$0.00	\$0.00
Easement Preparation																		
Topographic/Boundary Survey, Construction Staking, Project Control																		
Inspection																		
Certified Payroll Reports and Labor Interviews																		
Review schedule of values/Pay apps and keep 10% retainage																		

City Council Action Item

Council Meeting Date: February 25, 2021

Department: Public Works

Agenda Item: Consider An Agreement With BG Consultants For Construction Inspection Services for the Construction of the 207th Grade Separation and Authorize the Mayor to Execute the Contract

Background/Description of Item:

At the 2017 Capital Improvement Program Work Session, the City Council provided direction to allocate \$15,000,000 from Johnson County Assistance Roads System (CARS) and the Public Infrastructure Fund from LPKC Phase I for 2018, 2019, and 2020.

At the November 8, 2017 City Council Meeting, the Council approved the design of the "Off-Alignment" bridge presented by HDR and chose to forego the acceptance of federal funding in order to free up time for staff and decrease the cost of federal prevailing wage requirements.

At the January 11, 2018 City Council Meeting, the Council approved the Preliminary Design Agreement with HDR for design services for the 207th Street Grade Separation Project.

On February 14, 2018 City Council approved an amendment to the owner-engineering agreement between the City and HDR, Inc. for the Final Design of the project. The 207th Street Grade Separation Project (design, construction, inspection, utility relocations, right-of-way acquisition, etc) is funded entirely from CARS and the Public Infrastructure Fund as part of the City's agreements with BNSF Railway and Edgerton Land Holding Company for Logistics Park Kansas City (LPKC). No city general fund dollars will be used for this project.

On February 11, 2021, City Council approved the selection of Pyramid Contractors to construct the project. Of the four (4) bids, Pyramid Contractors was the lowest and best bid. The project includes an off-alignment road, bridge, storm inlets, storm pipes, sidewalks, street lighting, and utilities realignments.

Similar to other large infrastructure projects constructed by the City of Edgerton, a critical component to the success of the expansion of a major road and utility relocation is partnering with a firm to perform the construction administration and observation services. On January 21, 2021 City staff solicited two (2) companies for a proposal to inspect the project. Within this proposal the scope was included, the company rate sheet, an estimated cost (with 100% inspection), and a list of opportunities to capture savings to the overall inspection costs. These Requests for Proposals (RFP) were received on February 10, 2021. Both companies are highly reputable and highly skilled in Construction Inspection services. BG provided a lower

cost (\$330,547.92) as well as identified an opportunity to capture savings (\$45,630.00) by careful selection of construction items that do not typically need complete inspections, for example, forming, all of the rebar placement, and curing of the deck. Also, BG has noted they are already providing these services on a nearby project for the same contractor, allowing streamlining of the schedule. BG Consultants has been an extremely valuable member of the infrastructure team as they have extensive knowledge of the recent infrastructure constructed in Edgerton and provide a balanced approach to construction inspection and observation.

BG Consultants has prepared the attached Agreement to provide the construction inspection services for the 207th Grade Separation Project. The Agreement includes a scope of work to include such services as performing inspections, notification of the City of any significant issues/changes to the plans, providing detailed daily reports of construction activity, reviewing testing reports and pay estimates, etc.

The Proposals were based on 100% inspections, but the Agreement is structured to only pay for hours worked on the project. The Agreement includes an hourly rate schedule applicable for the term of the Agreement. The Agreement is structured like the Agreement for City Engineer services where the City is only billed for actual hours of work performed. Staff will work with BG to best prioritize the use of their services to limit the project budget.

Funding for this project was included in the 2021-2025 Capital Improvement Program, with an overall project cost of \$15,000,000. The estimate for BG to conduct construction inspection is within budget.

Therefore, it is the recommendation of Staff to award the construction inspection of the 207th Grade Separation to BG Consultants upon final approval from City Attorney.

Related Ordinance(s) or Statue(s):

Funding Source: County Assistance Road System (CARS)
Public Infrastructure Fund

Budget Allocated: \$15,000,000

x Karen E. Kindle

Finance Director Approval: Karen Kindle, Finance Director

<p>Recommendation: Approve Agreement With BG Consultants For Construction Inspection Services for the Construction of the 207th Grade Separation and Authorize the Mayor to Execute the Contract</p>
--

Enclosed: Agreement w/ BG Consultants

Prepared by: Dan Merkh, Public Works Director



AGREEMENT CONSULTANT-CLIENT

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

WITNESSETH:

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

Construction Administration and Observation Services for
207 th Street Grade Separation Improvements
Edgerton, Kansas

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

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

SECTION 1 – DEFINITIONS

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

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

- 1.8 “Services” is a description of the required work as shown in **Exhibit 1**.
- 1.9 “Subsurface Borings and Testing” means borings, probings and subsurface explorations, laboratory tests and inspection of samples, materials and equipment; and appropriate professional interpretations of all the foregoing.

SECTION 2 – RESPONSIBILITIES OF CONSULTANT

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

2.2 GENERAL DUTIES AND RESPONSIBILITIES

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

Name:	David J. Hamby, P.E., CFM
Address:	1405 Wakarusa Drive
	Lawrence, KS 66049
Phone:	785-727-7278

- 2.2.2. **Standard of Care:** In the performance of professional Services, CONSULTANT will use that level of care and skill ordinarily exercised by reputable members of CONSULTANT’s profession currently practicing in the same locality under similar conditions. No other representation, guarantee or warranty, express or implied, is included or intended in this agreement or in any communication (oral or written) report, opinion, document or instrument of service.
- 2.2.3. **Independent Contractor:** The CONSULTANT is an independent contractor and as such is not an employee of the Client.
- 2.2.4. **Insurance:** CONSULTANT will maintain: a) workers compensation insurance in an amount at least equal to that required by applicable law; (b) comprehensive general liability insurance in the amount of at least \$1,000,000.00; (c) automobile liability insurance in the amount of at least \$1,000,000.00; and (d) professional liability insurance in the amount of at least \$1,000,000.00. Such insurance will be with insurance carriers that are acceptable to the CLIENT and the policies evidencing such insurance will be in a form acceptable to the CLIENT. The comprehensive general liability insurance policy will name CLIENT as an additional insured. CONSULTANT will provide certification evidencing the insurance coverages named above. CONSULTANT agrees to inform CLIENT at least 30 days in advance of any termination or expiration of any of its insurance policies named above.
- 2.2.5. **Subsurface Borings and Material Testing:** If tests additional to those provided in Exhibit 1 are necessary for design, the CONSULTANT shall prepare a request for the necessary additional borings and procure at least two proposals, including cost, from Geotechnical firms who engage in providing Subsurface Borings and Testing Services. The CONSULTANT will provide this information to the Client and the Client will contract directly with the Geotechnical firm. The CONSULTANT will not charge an add-on percentage for the Geotechnical firm’s work. The Client will pay the Geotechnical firm separately from this Agreement.
- 2.2.6. **Service by and Payment to Others:** Any work authorized in writing by the Client and performed by a third party, other than the CONSULTANT or their subconsultants in connection with the proposed Project, shall be contracted for and paid for by the Client directly to the third party or parties. Fees for extra work shall be subject to negotiation between the CLIENT and the third

party. Fees shall be approved by the CLIENT prior to the execution of any extra work. Although the CONSULTANT may assist the CLIENT in procuring such Services of third parties. Where any design services are provided by persons or entities not under CONSULTANT's direct control, CONSULTANT's role shall be limited to its evaluation of the general conformance with the design intent and the interface with CONSULTANT's design and portion of the project. Except to the extent it is actually aware of a deficiency, error, or omission in such design by others, CONSULTANT shall have no responsibility for such design and may rely upon its adequacy, accuracy, and completeness in all respects.

- 2.2.7. **Subcontracting of Service:** The CONSULTANT shall not subcontract or assign any of the architectural, engineering, surveying or consulting Services to be performed under this Agreement without first obtaining the approval of the Client regarding the Services to be subcontracted or assigned and the firm or person proposed to perform the Services. Neither the CLIENT nor the CONSULTANT shall assign any rights or duties under this Agreement without the prior consent of the other party.
- 2.2.8. **Endorsement:** The CONSULTANT shall sign and seal final plans, specifications, estimates and data furnished by the CONSULTANT according to Kansas Statutes and Rules and Regulations.
- 2.2.9. **Force Majeure:** Should performance of Services by CONSULTANT be affected by causes beyond its reasonable control, Force Majeure results. Force Majeure includes, but is not restricted to, acts of God; acts of a legislative, administrative or judicial entity; acts of contractors other than contractors engaged directly by CONSULTANT; fires; floods; labor disturbances; epidemics; and unusually severe weather. CONSULTANT will be granted a time extension and the parties will negotiate an equitable adjustment to the price of any affected Work Order, where appropriate, based upon the effect of the Force Majeure on performance by CONSULTANT.
- 2.2.10. **Inspection of Documents:** The CONSULTANT shall maintain Project records for inspection by the CLIENT during the contract period and for three (3) years from the date of final payment.

SECTION 3 – CLIENT RESPONSIBILITIES

3.1 GENERAL DUTIES AND RESPONSIBILITIES

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

- 3.1.6. **Legal, Insurance, Audit:** Except as otherwise set forth herein, the CLIENT shall furnish all legal, accounting and insurance counseling Services as may be necessary at any time for the Project. The CLIENT shall furnish all bond forms required for the Project.
- 3.1.7. **Project Representative:** The CLIENT will assign the person indicated below to represent the CLIENT in coordinating this Project with the CONSULTANT, with authority to transmit instructions and define policies and decisions of the CLIENT.

Name:	Dan Merkh
Address:	PO Box 255, 404 E. Nelson St.
	Edgerton, KS 66021
Phone:	913-893-6231

SECTION 4 – PAYMENT

4.1 COMPENSATION

- 4.1.1. **Fee and Expense:** The CLIENT agrees to pay the CONSULTANT a fee based on the actual hours expended on the Project at the rates indicated in the attached Fee Schedule; Exhibit 2 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 and shall be completed on or before June 1, 2022. Payment is due within thirty (30) days of billing by the CONSULTANT and any late payment will incur an interest charge of one and one-half (1½) percent per month.
- 4.1.2. **Hourly Rate:** Any Additional Services which are not set forth in this Agreement will be charged on the basis of the hourly rate schedule attached hereto as Exhibit 2, and reimbursable expenses not contemplated in this Agreement will be charged at actual cost plus ten (10) percent. No Additional Services or costs shall be incurred without proper written authorization of the CLIENT.
- 4.1.3. **Annual Rate Adjustment:** The payment amounts listed in this Agreement are based on the work being performed within one year of the contract date. Because of natural time delays that may be encountered in the administration and work to be performed for the project, each value will be increased at the rate of 3%, compounded annually, beginning after one year from the date of the contract and ending when that item is approved for billing.
- 4.1.4. **Reimbursable Expenses:** Reimbursable expenses plus ten (10) percent shall be charged. Reimbursable expenses include, but are not limited to, expenses of transportation in connection with the Project; expenses in connection with authorized out-of-town travel; expenses of printing and reproductions; postage; expenses of renderings and models requested by the CLIENT and other costs as authorized by the CLIENT. Reimbursable expenses will not include overhead costs or additional insurance premiums.
- 4.1.5. **Sales Tax:** Compensation as provided for herein is exclusive of any sales, use or similar tax imposed by taxing jurisdictions on any amount of compensation, fees or Services. Should such taxes be imposed, the CLIENT shall reimburse the CONSULTANT in addition to the contractual amounts provided. The CLIENT shall provide tax exempt number, if required, and if requested by the CONSULTANT.
- 4.1.6. **Billing:** CONSULTANT shall bill the CLIENT monthly for services and reimbursable expenses according to **Exhibit 2**. The bill submitted by CONSULTANT shall 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 one-half (1½) percent per month.

- 4.1.7. **Timing of Services:** CONSULTANT will perform the Services according to Exhibit 2. However, if during their performance, for reasons beyond the control of the CONSULTANT, delays occur, the parties agree that they will negotiate in writing an equitable adjustment of time and compensation, taking in to consideration the impact of such delays. CONSULTANT will endeavor to start its services on the anticipated start date and continue to endeavor to complete its services according to the schedule indicated in Exhibit 2. The start date, completion date and any milestone for project delivery are approximate only and CONSULTANT reserves the right to adjust its schedule and all of those dates at its sole discretion for delays caused by the CLIENT, Owner or third parties.
- 4.1.8. **Change in Scope:** For modifications in authorized scope of services or project scope and/or modifications of drawings and/or specifications previously accepted by the CLIENT, when requested by the CLIENT and through no fault of the CONSULTANT, the CONSULTANT shall be compensated for time and expense required to incorporate such modifications at CONSULTANT's standard hourly rates per Exhibit 2. CONSULTANT shall correct or revise errors or deficiencies in its designs, drawings or specifications without additional compensation when due to CONSULTANT's negligence, error or omission.
- 4.1.9. **Additional Services:** The CONSULTANT shall provide, with the CLIENT's concurrence, Services in addition to those listed in Exhibit 1 when such Services are requested in writing by the CLIENT. Prior to providing Additional Services, the CONSULTANT will submit a proposal outlining the Additional Services to be provided. Payment to the CONSULTANT, as compensation for these Additional Services, shall be in accordance with the attached hourly rate schedule attached as Exhibit 2. Reimbursable expenses incurred in conjunction with Additional Services shall be paid separately and those reimbursable expenses shall be paid at cost plus ten (10) percent. Records of reimbursable expenses and expenses pertaining to Additional Services and Services performed on an hourly basis shall be made available to the CLIENT if so requested in writing.
- 4.1.10. **Supplemental Agreement:** This Agreement may be amended to provide for additions, deletions and revisions in the Services or to modify the terms and conditions thereof by written amendment signed by both parties. The contract price and contract time may only be changed by a written supplemental agreement approved by the CLIENT, unless it is the result of an emergency situation, in which case the CLIENT may give verbal, e-mail or facsimile approval which shall be the same as written and approved supplemental agreement.

SECTION 5 – MUTUAL PROVISIONS

5.1 TERMINATION

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

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

Upon receipt of such notice from CLIENT, the CONSULTANT shall, at CLIENT's option as contained in the notice; Immediately cease all Services and meet with CLIENT to determine what Services shall be required of the CONSULTANT in order to bring the Project to a reasonable termination in accordance with the request of the CLIENT. The CONSULTANT shall also provide to the CLIENT digital and/or mylar copies of drawings and documents completed or

partially completed at the date of termination. The CONSULTANT is entitled to terminate this agreement by providing thirty (30) days written notice.

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

5.2 DISPUTE RESOLUTION

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

5.3 OWNERSHIP OF INSTRUMENTS OF SERVICE

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

5.4 INDEMNIFY AND HOLD HARMLESS

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

- 5.4.3. CONSULTANT shall indemnify and hold CLIENT and its employees and officials harmless from loss to the extent caused or incurred by the negligence, errors or omissions of the CONSULTANT, its officers or employees in performance of Services pursuant to this Agreement.

5.5 ENTIRE AGREEMENT

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

5.6 APPLICABLE LAW

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

5.7 ASSIGNMENT OF AGREEMENT

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

5.8 NO THIRD PARTY BENEFICIARIES

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

5.9 LIMITATION OF LIABILITY

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

5.10 COMPLIANCE WITH LAWS

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

5.11 TITLES, SUBHEADS AND CAPITALIZATION

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

5.12 SEVERABILITY CLAUSE

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

5.13 FIELD REPRESENTATION

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

5.14 HAZARDOUS MATERIALS

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

5.15 AFFIRMATIVE ACTION

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

5.16 SPECIAL PROVISIONS

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

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

CONSULTANT:

BG Consultants, Inc.

By:



Printed Name: David J. Hamby, P.E., CFM

Title: Vice President

CLIENT:

City of Edgerton, Kansas

By: _____

Printed Name: _____

Title: _____

END OF CONSULTANT-CLIENT AGREEMENT

EXHIBIT 1
SCOPE OF SERVICES

207th Street Grade Separation Improvements
Edgerton, Kansas

I. PROJECT LOCATION AND DESCRIPTION

- a. Provide professional services described as follows: Provide construction administration and observation services for the construction of the 207th Street Grade Separation Improvements in Edgerton, Kansas.

II. INFORMATION GATHERING

- a. Meet with Edgerton staff to determine specific project needs and general project desires of the CLIENT. Receive and review available information, reports and plans.

III. CONSTRUCTION OBSERVATION

- a. Perform construction observation of the Project as required.
- b. Keep CLIENT informed of any significant issues, problems, or changes to the plans during construction.
- c. Provide detailed daily reports of construction activity, review testing reports, calculate quantities and review pay requests, provide technical support in the field to City Staff, serve as the conduit for communication between the Contractor and the CLIENT, make recommendation on disposition of questionable product and attend progress meetings with the project team.
- d. Complete and submit paperwork and documentation required during the project and final paperwork and documentation to complete the project.
- e. At completion of project, provide documented construction plan changes to the Design Engineer so they can provide record drawings to CLIENT for their permanent records.

IV. SCHEDULE

- a. Provide construction observation services on days and times as required to observe and document work being performed by the contractor.

EXHIBIT 2

COST AND SCHEDULE

Professional Fee:

For the services set forth in EXHIBIT 1, the CLIENT agrees to pay the CONSULTANT a fee based on the actual hours expended on the Project at the hourly rates indicated in the attached Fee Schedule (EXHIBIT 3).

Reimbursable Expenses:

Reimbursable expenses are in addition to the fee above and will be billed at the amount expended by BG Consultants in the interest of the project.

Schedule:

The work will commence after receipt of the signed agreement. The CONSULTANT will coordinate the work schedule with the CLIENT.

EXHIBIT 3

SPECIAL PROVISIONS

2021 BG CONSULTANTS STANDARD HOURLY RATES		
POSITION		STANDARD PER HOUR 2021
PRINCIPAL III		\$274.00
PRINCIPAL II		\$240.00
PRINCIPAL I		\$216.00
ENGINEER/ARCHITECT V		\$198.00
ENGINEER/ARCHITECT IV		\$173.00
ENGINEER/ARCHITECT III		\$162.00
ENGINEER/ARCHITECT II		\$146.00
ENGINEER/ARCHITECT I		\$125.00
INTERN ENGINEER/ARCHITECT IV		\$151.00
INTERN ENGINEER/ARCHITECT III		\$141.00
INTERN ENGINEER/ARCHITECT II		\$131.00
INTERN ENGINEER/ARCHITECT I		\$112.00
TECHNICIAN IV		\$129.00
TECHNICIAN III		\$119.00
TECHNICIAN II		\$101.00
TECHNICIAN I		\$88.00
TECHNICIAN		\$61.00
SENIOR CONSTRUCTION OBSERVER		\$117.00
CERTIFIED CONSTRUCTION OBSERVER		\$105.00
CONSTRUCTION OBSERVER		\$94.00
SENIOR PROJECT SURVEYOR		\$196.00
PROJECT SURVEYOR		\$146.00
ASSISTANT PROJECT SURVEYOR		\$123.00
FIELD SUPERVISOR		\$113.00
FIELD SURVEYOR II		\$83.00
FIELD SURVEYOR I		\$70.00
CLERICAL II		\$66.00
CLERICAL I		\$56.00
Note: 1) The hourly rates shown above are effective for services through December 31st of the contract year and are subject to revision annually.		
2) For any Federal Wage and Hour Law non exempt personnel, overtime will be billed at 1.5 times the hourly labor billing rates shown.		
3) Expert Witness and Depositions will be charged at 1.5 times the hourly labor billing rates shown.		

CITY OF EDGERTON, KANSAS

COUNCIL AGENDA ITEM

Council Meeting Date: February 25, 2021

Agenda Item: Ordinance Authorizing Series 2021A Home Rule Revenue Bonds and Note

Subject: Home Rule Revenue Bonds and Note for Public Infrastructure Improvements
Amended and Restated Master Trust Indenture

The City entered into a Master Indenture in 2015 with UMB Bank, as trustee (successor trustee to Commerce Bank). Pursuant to the Master Indenture, the City issued its Series 2015A Bonds in 2015 and its Series 2018A Bonds in 2018 (together, the “Prior Bonds”). The Prior Bonds were issued on a tax-exempt basis for the purpose of financing public infrastructure improvements at the Logistics Park. All of the Prior Bonds were purchased by ELHC.

There are approximately \$16 million in Prior Bonds outstanding. Kansas City Financial Corporation (an affiliate of UMB Bank) desires to purchase approximately \$12.5 million of the Prior Bonds at an interest rate of 2%. The current interest rate on the Prior Bonds is slightly under 6%. This low interest rate will result in significant savings to the public infrastructure fund.

As part of the refinancing, we have negotiated a new Amended and Restated Master Trust Indenture. The new Master Indenture authorizes approximately \$12.5 million in Series 2021A Bonds to be placed with Kansas City Financial Corporation and an approximately \$4.5 million Series 2021A Note that will be placed with ELHC. ELHC will then surrender all of the Prior Bonds.

The Ordinance authorizes the City to issue the Series 2021A Bonds and the Series 2021A Note. The Ordinance also authorizes the City to enter into various other documents.

The new Master Indenture does authorize additional bonds to be issued for future infrastructure, but only if future projects generate enough revenue to pay all of the outstanding obligations plus the additional bonds.

The Series 2021A Bonds and the Series 2021A Note these bonds are not general obligations of the City, but are paid solely from funds deposited in the Public Infrastructure Fund or otherwise transferred to the Trustee for such purpose.

ORDINANCE NO. 2061

AN ORDINANCE AUTHORIZING THE CITY OF EDGERTON, KANSAS, TO ISSUE HOME RULE REVENUE BONDS (LOGISTICS PARK INFRASTRUCTURE PHASE ONE PROJECTS) SERIES 2021A, AND A SERIES 2021A NOTE, FOR THE PURPOSE OF REFUNDING CERTAIN PRIOR BONDS OF THE CITY, PAYING OR REIMBURSING THE COSTS OF PUBLIC INFRASTRUCTURE IMPROVEMENTS AND FOR OTHER PURPOSES; AND APPROVING CERTAIN DOCUMENTS AND ACTIONS IN CONNECTION WITH THE ISSUANCE OF THE BONDS.

WHEREAS, the City of Edgerton, Kansas (the “City”), desires to promote, stimulate and develop the general welfare and economic prosperity of the City and its inhabitants and thereby to further promote, stimulate and develop the general welfare and economic prosperity of the State of Kansas; and

WHEREAS, the City, Edgerton Land Holding Company, LLC, a Kansas limited liability company (“ELHC”), and BNSF Railway Company, a Delaware corporation, entered into an Amended and Restated Public Infrastructure Financing plan dated July 15, 2015 (the “Financing Plan”), to provide for the financing and construction of certain Public Infrastructure Improvements (as defined in the Financing Plan) located within the Logistics Park-Kansas City; and

WHEREAS, the Financing Plan requires the City to collect certain Sources of Funds (as defined in the Financing Plan) and deposit the Sources of Funds in a Public Infrastructure Fund (as defined in the Financing Plan); and

WHEREAS, the Financing Plan anticipates that the City will utilize certain Funding Mechanisms (as defined in the Financing Plan) to fund Public Infrastructure Improvements, one of which is the issuance of home rule revenue bonds pursuant to Article 12, Section of 5 of the Kansas Constitution (the “Act”); and

WHEREAS, the Financing Plan also anticipates that the Sources of Funds held by the City in the Public Infrastructure Fund will be transferred to a trustee to be held and administered pursuant to an indenture;

WHEREAS, the City has previously entered into a Master Trust Indenture dated as of December 1, 2015 (as supplemented and amended, the “Prior Master Indenture”) with UMB Bank n.a., as successor trustee (the “Prior Trustee”), pursuant to which the Sources of Funds are held and distributed by the Prior Trustee and which provided for the issuance of home rule revenue bonds; and

WHEREAS, pursuant to the Act and the Prior Master Indenture, the City issued its Home Rule Revenue Bonds (Logistics Park Infrastructure Projects), Series 2015A, and its Home Rule Revenue Bonds (Logistics Park Infrastructure Projects), Series 2018A (collectively, the “Prior Bonds”), for the purpose of providing funds to pay or reimburse the costs of acquiring and completing the Public Infrastructure Improvements described in the Prior Master Indenture; and

WHEREAS, the City, with the consent of the owners of all of the outstanding Prior Bonds, now desires to amend and restate the Master Indenture in its entirety by entering into an Amended and Restated Master Trust Indenture (Phase One) dated as of March 1, 2021 (the “Master Indenture”), between the City and the trustee named therein (the “Trustee”); and

WHEREAS, pursuant to the Act and the Master Indenture and in furtherance of the purposes of the Financing Plan, the City proposes to issue its (a) Home Rule Revenue Bonds (Logistics Park Infrastructure Phase One Projects), Series 2021A, in the aggregate principal amount not to exceed \$26,000,000 (the “Bonds”), and (b) Note, Series 2021A (Logistics Park Infrastructure Phase One Projects), in the principal amount not to exceed \$5,000,000 (the “Note”), for the purpose of providing funds to pay or reimburse the costs of acquiring and completing the Public Infrastructure Improvements described in the Supplemental Indenture (hereafter defined) (the “Project”), to refund the Prior Bonds, to refund certain Priority Indebtedness (as defined in the Prior Master Indenture), to fund a reserve fund and to pay costs of issuance; 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 and the Note 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 and Completion of the Project. The City is hereby authorized to provide for the acquisition and completion of the Project, all in the manner and as more particularly described in the Financing Plan, the Master Indenture and the Supplemental Indenture (hereafter defined).

Section 2. Authorization of and Security for the Bonds. The City is hereby authorized to issue and sell the Bonds for the purposes described above. The Bonds shall be issued and secured pursuant to the Master Indenture and the Supplemental Indenture, and shall bear such dates, shall mature at such times, shall be in such denominations, shall bear interest at such rates (but not exceeding 2%), 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 Master Indenture and the Supplemental Indenture. The Bonds shall be payable solely out of the funds provided for in the Master Indenture and the Supplemental Indenture, which shall be pledged and assigned to the Trustee as security for payment of the Bonds as provided in the Master Indenture and the Supplemental Indenture.

Section 3. Authorization of and Security for the Note. The City is hereby authorized to issue the Note for the purposes described above. The Note shall be issued and secured pursuant to the Master Indenture and the Supplemental Indenture, and shall bear such date, shall mature at such time, shall not bear interest, shall be in such form, shall be subject to other terms and conditions, and shall be issued in such manner, subject to such provisions, covenants and agreements, as are set forth in the Master Indenture and the Supplemental Indenture. The Note shall be payable solely out of the funds provided for in the Master Indenture and the Supplemental Indenture, which shall be pledged and assigned to the Trustee as security for payment of the Note as provided in the Master Indenture and the Supplemental Indenture.

Section 4. Authorization of Documents. The City is hereby authorized to enter into the following documents, in substantially the forms presented to and reviewed by the Council 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) Master Indenture;

(b) Supplemental Master Trust Indenture No. 1 dated the date set forth therein (the “Supplemental Indenture”), between the City and the Trustee, which supplements the Master Indenture and describes the terms of the Bonds and the Note, the sources and uses of funds, and other matters;

(c) Placement Agreement dated the date set forth therein (the “Placement Agreement”), among the City, the Placement Agent named therein, and Kansas City Financial Corporation (“KCFC”), as Purchaser, pursuant to which the Bonds and the Note will be placed;

(d) Agreement Regarding Logistics Park (the “Logistics Park Agreement”), between the City and Edgerton Land Holding Company (“ELHC”), whereby ELHC agrees to surrender a portion of the Prior Bonds in exchange for receipt of the Note, and the City and ELHC agree to amend certain matters in the Financing Plan and agree on the remaining Public Infrastructure Improvements;

(e) Tax Certificate dated the date set forth therein (the “Tax Certificate”), to be delivered by the City, containing certain covenants, representations and restrictions relating to the Bonds and the Projects and the use of proceeds of the Bonds; and

(f) Escrow Deposit Agreement dated the date set forth therein (the “Escrow Agreement”), between the City and the Escrow Agent named therein, pursuant to which the City will deposit funds with the Escrow Agent to be held in trust for the payment of a portion of the Priority Indebtedness as described therein.

Section 5. Execution of Bonds, Note 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 Master Indenture and the Supplemental Indenture. The Mayor of the City is hereby authorized and directed to execute the Note and to deliver the Note to ELHC for and on behalf of and as the act and deed of the City. The Mayor of the City is hereby authorized and directed to execute the Master Indenture, the Supplemental Indenture, the Placement Agreement, the Logistics Park Agreement, the Tax Certificate, the Escrow 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 Note, the Master Indenture, the Supplemental Indenture, the Placement Agreement, the Logistics Park Agreement, the Tax Certificate, the Escrow Agreement and such other documents, certificates and instruments as may be necessary.

Section 6. 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 Note, the Master Indenture, the Supplemental Indenture, the Placement Agreement, the Logistics Park Agreement, the Tax Certificate and the Escrow Agreement.

Section 7. 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 25th day of February, 2021.

Donald Roberts, Mayor

[SEAL]

ATTEST:

Alexandria Clower, City Clerk

Approved as to form:

Scott W. Anderson, Bond Counsel