

**EDGERTON CITY COUNCIL  
MEETING AGENDA  
CITY HALL, 404 EAST NELSON STREET  
February 14, 2019  
7:00 P.M.**

**Call to Order**

1. **Roll Call** \_\_\_\_ Roberts \_\_\_\_ Longanecker \_\_\_\_ Brown \_\_\_\_ Conus \_\_\_\_ Lewis \_\_\_\_ Smith
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 for January 24, 2019 Regular City Council Meeting
5. Consider Cooperative Purchasing Agreement for Verizon Cellular Services
6. Consider Change Order #4 for 4<sup>th</sup> and Nelson

**Regular Agenda**

7. **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.
8. **Declaration.** At this time Council members may declare any conflict or communication they have had that might influence their ability to impartially consider today's issues.

**Business Requiring Action**

9. **CONSIDER RESOLUTION NO. 02-14-19A ESTABLISHING FEES, AND RATES FOR PERMITS, LICENSES AND SERVICES WITHIN THE EDGERTON, KANSAS.**

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

10. **CONSIDER ORDINANCE NO. 2002 AMENDING CHAPTER 7, ARTICLE 3, SECTION 7-304 REGARDINGS APPLICATION DEADLINE FOR RETAIL SALES OF FIREWORKS IN THE CITY OF EDGERTON**

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

11. **CONSIDER RESOLUTION 02-14-19B APPROVING 401 (a) SUPPLEMENTAL DEFINED CONTRIBUTION PLAN ADMINISTERED BY THE KANSAS PUBLIC EMPLOYEES RETIREMENT SYSTEM (KPERs)**

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

**12. CONSIDER APPROVAL OF AMENDMENT #1 TO OWNER-ENGINEER AGREEMENT BETWEEN THE CITY OF EDGERTON AND HDR, INC. FOR THE FINAL DESIGN OF THE 207<sup>TH</sup> STREET GRADE SEPARATION PROJECT IN AN AMOUNT NOT TO EXCEED \$741,450.00**

**13. Report by the City Administrator**

**14. Report by the Mayor**

**15. Future Meeting/Event Reminders:**

- February 18<sup>th</sup>: Presidents' Day – City Offices Closed
- February 20<sup>th</sup>: Noon – Senior Lunch
- February 28<sup>th</sup>: 7PM – City Council
- March 12<sup>th</sup>: 7PM – Planning Commission

**16. 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**

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

**City of Edgerton, Kansas  
Minutes of City Council Regular Session  
January 24, 2019**

A Regular Session of the City Council was held in the Edgerton City Hall, 404 E. Nelson Edgerton, Kansas on January 24, 2019. The meeting convened at 7:00 p.m. with Mayor Roberts presiding.

**1. ROLL CALL**

Ron Conus	present
Clay Longanecker	present
Josh Lewis	present
Katee Smith	present
Jody Brown	absent

With a quorum present, the meeting commenced.

Staff in attendance:	Assistant City Administrator Scott Peterson
	City Clerk Rachel James
	City Attorney Lee Hendricks
	Development Services Director Katy Crow
	Finance Director Karen Kindle
	Public Works Director Dan Merkh
	Public Works Superintendent Trey Whitaker
	Parks & Recreation Bob McVey

**2. WELCOME**

**3. PLEDGE OF ALLEGIANCE**

**CONSENT AGENDA**

4. Approve Minutes for January 10, 2019 Regular City Council Meeting
5. Approve Resolution No. 01-24-18C Declaring the Boundaries of the City of Edgerton, Johnson County, Kansas

Motion by Lewis, Second by Longanecker, to approve consent agenda.

Motion was approved, 4-0.

**REGULAR AGENDA**

6. **Public Comments.** None.
7. **Declaration.** None.

**BUSINESS REQUIRING ACTION**

**8. CONSIDER APPROVAL OF 63-MONTH LEASE FOR TOSHIBA E-STUDIO3515AC DIGITAL PRINTER/COPIER**

Scott Peterson, Assistant City Administrator, introduced the request for a 63-month lease for a Toshiba printer. The current printer is not currently meeting the standards of a printer used to print bills, newsletters, and other City documents. There have been repeated issues with our current printer breaking down and other maintenance issues.

Councilmember Longanecker asked for details on the current printer. Councilmember Lewis asked about specifics of the lease and the agreement. Mr. Peterson gave details on the 63-month lease but stated there will be an "out" if there are problems with this printer. Councilmember Conus asked how much time remains on the current copier lease. Mr. Peterson stated two (2) or three (3) years. Mayor Roberts commented that the workload of city staff has advanced quite a bit and a higher capacity model would be helpful.

Motion by Longanecker, Second by Smith to approve 63-month lease for Toshiba E-Studio3515AC Digital Printer/Copier

Motion was approved, 4-0.

**9. CONSIDER RESOLUTION NO. 01-24-19A CONSENTING TO SUPPLEMENTAL BOND DOCUMENTS IN CONNECTION WITH THE CITY'S INDUSTRIAL REVENUE BONDS (TRANSPEC LEASING INCORPORATED PROJECT), SERIES 2016**

Scott Anderson, Bond Attorney, introduced Resolution No. 01-24-19A which would authorize the City to enter into a Supplemental Base Lease, a Supplemental Lease Agreement and a Supplemental Trust Indenture to amend the description of the Transpec project. The amended project will consist of acquiring, constructing, improving and equipping an approximately two million sq. ft. surface container storage lot, a 4,800 sq. ft. shop and storage building, two 400 sq. ft. security buildings, a fueling station, a container washout, and a 12,000 sq. ft. maintenance shop. Transpec did not receive any property tax abatement for this project. The bonds were issued solely to provide Transpec with a sales tax exemption certificate for construction materials and equipment.

Motion by Lewis, Second by Longanecker to approve Resolution No. 01-24-19A.

Motion was approved, 4-0.

**10. CONSIDER RESOLUTION NO. 01-24-19B CONSENTING TO THE ASSIGNMENT OF BOND DOCUMENTS IN CONNECTION WITH THE CITY'S INDUSTRIAL REVENUE BONDS (TRANSPEC LEASING INCORPORATED PROJECT), SERIES 2016**

Scott Anderson, Bond Attorney, introduced Resolution No. 01-24-19B which contains the City's consent to the assignment of bond documents from Transpec Leasing Incorporated to Hastings Family Holdings, LLC. The resolution also authorizes the Mayor to sign and deliver a City consent to the assignment and assumption of bond documents.

Motion by Smith, Second by Longanecker to approve Resolution No. 01-24-19B.

Motion was approved, 4-0.

**11. Report by the City Administrator**

- Notification from KDHE for proposed change in permit limits for Big Bull Creek Wastewater Treatment Facility

Scott Peterson, Assistant City Administrator, updated the council on KDHE changing the limit requirements to 4.2 pounds per day of total phosphorous. There were also updates to the monthly ammonia and nitrogen limits.

- 2019 Kansas Rural Water Association Conference

Mr. Peterson stated the Conference is from March 26, 2019 to March 28, 2019 and a Voting Delegate and an alternate delegate need to be decided.

Motion by Longanecker, Second by Lewis to approve Wayne Kauffman as the voting delegate and Councilmember Katee Smith as voting alternate.

Motion was approved, 4-0.

- Assistance for Furloughed Federal Employee

Mr. Peterson introduced the suggestion by Mayor Roberts that the City of Edgerton should consider assistance for any Edgerton residents that are furloughed. Mayor Roberts commented that he had seen various communities in the area and across the nation offering assistance for utilities payments.

KCP&L is offering assistance in the form of a payment plan and no late charges. The Edgerton Food Pantry is offering to set up additional food pick-ups for residents needing assistance.

Mayor Roberts stated that any resident needing assistance should contact the City Offices at (913) 893-6231. The City is offering assistance through the following: All late fees associated with utility bill payments will be waived; Standard disconnection protocols will be suspended during the "shutdown" and for 30 days following the end of the "shutdown"; Allow for payment plans to be established for up to 30 days after the end of "shutdown"; this exemption will end 30 days following the end of the federal government shutdown that began on December 22, 2018.

Motion by Lewis, Second by Smith to approve City of Edgerton offering Assistance to Furloughed Federal Employees.

Motion was approved, 4-0.

- Notification of smoke testing waste water pipes

There will be additional information in the February Newsletter on streets within the targeted testing areas. Mayor Roberts stated there would be a door hanger a day or two before the testing. The Fire Department will also be notified before the process.

**12. Report by the Mayor**

- Discussion of Ordinance regulating fireworks sales in City limits

Deadline was missed by businesses for tent sales. Mayor Roberts asked if there is interest in having Staff draft an Ordinance with a small change to 7-303-d-1 from November to April 1<sup>st</sup> for applications.

**13. Future Meeting/Event Reminders:**

- January 24<sup>th</sup>: 7PM – City Council Meeting
- January 31<sup>st</sup>: 6:30PM – Public Safety Open House at City Hall

**14. Adjourn**

Motion by Lewis, Second by Longanecker to adjourn.

Motion was approved 4-0.

The meeting adjourned at 8:05 pm.

## City Council Action Item

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**Council Meeting Date:** February 14, 2019

**Department:** Public Works

### **Agenda Item: Consider Cooperative Purchasing Agreement for Verizon Cellular Services**

**Background/Description of Item:**

The City uses Verizon for cellular services used in City operations. This includes cell phone service for employees as well as cellular service for the transfer of data from the automated meters. The City has received discounted pricing under a cooperative purchasing agreement Verizon has with the GSA. The City's Verizon representative recently contacted the City to obtain approval for a new discounted pricing arrangement. The new pricing arrangement is handled through a cooperative purchasing agreement with the National Association of State Procurement Officers (NASPO) and the State of Kansas.

Participating in the new agreement would allow the City to retain the discounted pricing, and in some cases reduce costs, without having to spend staff time bidding the service. The City is able to leverage the buying power of a much larger organization.

The Purchasing Policy (Section 6: Cooperative Purchases) that was approved in May 2014 provides staff with the authority to partner with other jurisdictions to purchase items from the same vendor.

The City Attorney has reviewed and approved the documents the City would need to sign.


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

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**Funding Source:** General Fund-Facilities-Telephone, Water Fund-Administrative Water-Telephone, Sewer Fund-Administrative Sewer-Telephone

**Budget Allocated:** \$9,000

**Finance Director Approval:**

x   
Karen Kindle, Finance Director

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**Recommendation: Approve the Cooperative Purchasing Agreement with the State of Kansas via the NASPO for Verizon Cellular Services.**

**Enclosed:**

- Participating Addendum Western States Contracting Alliance/State of Kansas
- NASPO ValuePoint User Agreement
- Verizon Wireless Pricing Sheet
- City of Edgerton Purchasing Policy

**Prepared by:** Trey Whitaker, Public Works Superintendent



**PARTICIPATING ADDENDUM  
WESTERN STATES CONTRACTING ALLIANCE  
WIRELESS SERVICES 2012-2016  
Administered by the State of Nevada (hereinafter "Lead State")**

MASTER PRICE AGREEMENT  
Cellco Partnership d/b/a Verizon Wireless  
Contract Number: 1907  
(hereinafter "Contractor")

And

State of Kansas  
(hereinafter "Participating Entity")

1. Scope: Verizon Wireless ("Contractor") and the State of Nevada, for itself and on behalf of the Western States Contracting Alliance ("WSCA" and/or "Customer"), have entered into a Master Service Agreement #1907 ("Contract") with an effective date beginning on April 10, 2012. This addendum covers the WIRELESS SERVICES for use by Kansas political subdivisions and other eligible entities authorized by that state's statutes to utilize **state/entity** contracts. As of the date of execution of this Participating Addendum, State of Kansas agencies are covered by a separate, non-WSCA contract agreement.

2. Participation: Use of specific **WSCA** cooperative contracts by political subdivisions and other entities (including cooperatives and non-profits) authorized by Kansas's statutes to use **state/entity** contracts are subject to the acknowledgement of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

INDIVIDUAL CUSTOMER: Each political subdivision or other entity acting as a Participating Entity, that purchases products/services will be treated as if it was an Individual Customer. Except to the extent modified by this Participating Addendum, each political subdivision or other entity will be responsible for compliance with the terms and conditions of the Master Agreement; and they will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement. Each political subdivision or other entity will be responsible for its own charges, fees, and liabilities. Each political subdivision or other entity will have the same rights to any indemnity or to recover any costs allowed in the contract for its purchases. The Contractor will apply the charges to each Participating Entity individually.

The Individual Customer agrees to the terms and conditions of the Contract including the disclosure of limited account information as part of the contractual reporting requirements to WSCA and/or the Participating Entity for purposes of monitoring the contract and calculating the administrative fees.

3. Intentionally Omitted.

4. Lease Agreements: **NONE**

5. Primary Contacts: The primary contact individual for this participating addendum are as

follows (or their named successors):

Lead State

Name	Teri Smith, Purchasing Officer
Address	515 E. Musser St, Suite 300, Carson City, NV 89701
Telephone	775-684-0178
Fax	775-684-0188
E-mail	<a href="mailto:tlsmith@admin.nv.gov">tlsmith@admin.nv.gov</a>

Contractor

Name	Cellco Partnership d/b/a Verizon Wireless
Address	8350 East Crescent Pkwy, Attn: RJ Fenolio, Greenwood Village, CO 80111
Telephone	(702) 283-2200
Fax	(866) 917-8701
E-mail	<a href="mailto:rj.fenolio@verizonwireless.com">rj.fenolio@verizonwireless.com</a>

Participating Entity

Name	Greg Davis (on behalf of Director of Purchases)
Address	800 SW Jackson Suite 600, Topeka, KS 66612
Telephone	785-296-2770
Fax	785-296-7240
E-mail	<a href="mailto:Greg.davis@da.ks.gov">Greg.davis@da.ks.gov</a>

6. Subcontractors:

NONE

7. Purchase Order Instructions:

All Purchasing Entities issuing valid Purchase Orders will be bound by the terms and conditions of the WSCA Master Agreement including, without limitation, the obligation to pay Contractor for Service and Equipment provided. The parties acknowledge and agree that orders submitted to Contractor from a Purchasing Entity through the Purchasing Entity's Business Procurement Card are authorized Purchase Orders under the WSCA Master Agreement.

8. Price Agreement Number:

All purchase orders issued by purchasing entities within the jurisdiction of this participating addendum shall include the Participating State contract number: **12344** and the Lead State price agreement number: 1907

This Participating Addendum and the Master Price Agreement number 1907 (administered by the State of Nevada) together with its exhibits, set forth the entire agreement between the parties

with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Price Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Price Agreement and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Addendum and the Price Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms within the Participating State.

9. Compliance with reporting requirements of the "American Recovery and Reinvestment Act of 2009" ("ARRA"): If or when contractor is notified by ordering entity that a specific purchase or purchases are being made with ARRA funds, contractor agrees to comply with the data element and reporting requirements as currently defined in Federal Register Vol. 74 #61, Pages 14824-14829 (or subsequent changes or modifications to these requirements as published by the Federal OMB). Ordering entity is responsible for informing contractor as soon as the ordering entity is aware that ARRA funds are being used for a purchase or purchases. Contractor will provide the required report to the ordering entity with the invoice presented to the ordering entity for payment. The contractor, as it relates to purchases under this contract, is not a subcontractor or subgrantee, but simply a provider of goods and related services.


10. "The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 06-12), which is attached hereto, are hereby incorporated in this contract and made a part thereof."

Purposely Left Blank



The undersigned represents and warrants that he/she has the power and authority to execute this PA, bind the respective Participating Entity, and that the execution and performance of this PA has been duly authorized by all necessary parties

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating State:	Contractor:
By: 	By: 
Name: Tracey Diel	Name: Todd Loccisano
Title: Director of Purchases	Title: Executive Director, Enterprise and Government Contracts
Date: 12-13-12	Date: 12-11-2012

CONTRACTUAL PROVISIONS ATTACHMENT

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

"The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 06-12), which is attached hereto, are hereby incorporated in this contract and made a part thereof."

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

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
2. **Kansas Law and Venue:** This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.
3. **Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
4. **Disclaimer Of Liability:** No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).
5. **Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.  
  
Contractor agrees to comply with all applicable state and federal anti-discrimination laws.  
  
The provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting State agency cumulatively total \$5,000 or less during the fiscal year of such agency.
6. **Acceptance Of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.
8. **Representative's Authority To Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
9. **Insurance:** The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance"

fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.

10. Information: No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.
11. The Eleventh Amendment: "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."
12. Campaign Contributions / Lobbying: Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.

**AMENDMENT #2 TO CONTRACT**

Between the State of Nevada  
Acting By and Through Its

Various State Agencies  
Monitored By: Department of Administration  
Purchasing Division  
515 East Musser Street, Suite 300  
Carson City, NV 89701  
Contact: Teri Becker  
Phone: (775) 684-0178 Fax: (775) 684-0188  
Email: [tbecker@admin.nv.gov](mailto:tbecker@admin.nv.gov)

and

Cellco Partnership d/b/a/ Verizon Wireless  
One Verizon Way  
Basking Ridge, NJ 07920  
Contact: RJ Fenolio  
Phone: (702) 283-2200 Fax: (866) 917-7801  
Email: [RJ.Fenolio@VerizonWireless.com](mailto:RJ.Fenolio@VerizonWireless.com)

1. AMENDMENTS. For and in consideration of mutual promises and/or their valuable considerations, all provisions of the contract between the above-referenced parties resulting from Request for Proposal #1907 and dated April 16, 2012 (the "Contract"), remain in full force and effect with the exception of the following:

A. The Contract term shall be extended from October 31, 2016 to June 30, 2019 to coincide with filing requirements by Federal E-Rate customers.

2. INCORPORATED DOCUMENTS The Contract is incorporated herein by reference.

3. REQUIRED APPROVAL. This amendment to the original contract shall not become effective until and unless approved by the WSCA-NASPO Directors.

IN WITNESS WHEREOF, the parties hereto have caused this amendment to the original contract to be signed and intend to be legally bound thereby.

  
\_\_\_\_\_  
Independent Contractor's Signature

Executive Director Enterprise & Government Contracts  
Independent's Contractor's Title

On 8/27/14  
(Date)

  
\_\_\_\_\_  
Greg Smith, Administrator, State of Nevada

APPROVED BY WSCA-NASPO Directors

On \_\_\_\_\_

Approved as to form by:

(Date)

  
\_\_\_\_\_  
Deputy Attorney General for Attorney General

On 27 Aug 14  
(Date)



**NASPO ValuePoint (formerly known as WSCA) #1907**  
**AUTHORIZED USER AGREEMENT**

Verizon Wireless ("Vendor") and the State of Nevada, for itself and on behalf of the NASPO ValuePoint ("NASPO ValuePoint" and/or "Customer"), have entered into a Contract for Services of Independent Contractor #1907 ("Contract") with an effective date beginning on April 16, 2012 through and including June 30, 2019 and any and all amendments and/or addenda thereto. Pursuant to the Contract, the State of \_\_\_\_\_ has entered into a Participating Addendum ("PA") designating \_\_\_\_\_, a government entity, not for profit entity or a private education entity as an authorized user ("Authorized User").

In accordance with the definitions, terms and conditions set forth in the Contract and/or PA, the authorized entity may purchase wireless services and products under the terms, conditions, and pricing established by the Contract and/or PA for Authorized User participation. Participation is further subject to any and all applicable state and local purchasing statutes and ordinances. The Authorized User states, acknowledges and agrees, as follows:

- (1) It is an Authorized User as defined under the terms of the Contract and/or PA;
- (2) Authorized User is eligible and desires to purchase wireless services and products from Vendor pursuant to the terms and conditions of the Contract, PA, User Agreement, any and all amendments, addenda and schedules as the Customer may specify from time to time, as well as the terms and conditions of all calling plans activated under this User Agreement, which are incorporated herein by reference;
- (3) Authorized User will provide documentation and substantiate Authorized User status as appropriate and as requested from time to time by Vendor;
- (4) The Authorized User agrees to the terms and conditions of the NASPO ValuePoint Master Agreement including the disclosure of limited account information as part of the contractual reporting requirements to NASPO ValuePoint Administration and the participating state;
- (5) Authorized User will ensure that this User Agreement will be used only in support of government, not for profit or private education business;
- (6) The undersigned represents and warrants that he/she has the power and authority to execute this User Agreement, bind the respective Authorized User, and that the execution and performance of this User Agreement has been duly authorized by all necessary Authorized User action; and
- (7) The undersigned is duly authorized by the Authorized User to designate the following individual(s) (the "Authorized Contacts") who are authorized to take action with respect to the account with Vendor to purchase equipment, add lines of service, cancel lines of service and make changes to the account that financially bind the Authorized User to the terms and conditions of this User Agreement, the Contract, the PA, and execute Customer Agreements for the lines of wireless service, subject to the additional terms and conditions therein.

Customer Address:	404 E Nelson Street
Customer Phone number:	913.893.6231
Customer Email address:	twhitaker@edgertonks.org

Authorized Signature:
Name: Beth Linn
Title: City Administrator
Date:





**NASPO ValuePoint (formerly known as WSCA) #1907**  
**AUTHORIZED USER AGREEMENT**

Verizon Wireless ("Vendor") and the State of Nevada, for itself and on behalf of the NASPO ValuePoint ("NASPO ValuePoint" and/or "Customer"), have entered into a Contract for Services of Independent Contractor #1907 ("Contract") with an effective date beginning on April 16, 2012 through and including June 30, 2019 and any and all amendments and/or addenda thereto. Pursuant to the Contract, the State of \_\_\_\_\_ has entered into a Participating Addendum ("PA") designating \_\_\_\_\_, a government entity, not for profit entity or a private education entity as an authorized user ("Authorized User").

In accordance with the definitions, terms and conditions set forth in the Contract and/or PA, the authorized entity may purchase wireless services and products under the terms, conditions, and pricing established by the Contract and/or PA for Authorized User participation. Participation is further subject to any and all applicable state and local purchasing statutes and ordinances. The Authorized User states, acknowledges and agrees, as follows:

- (1) It is an Authorized User as defined under the terms of the Contract and/or PA;
- (2) Authorized User is eligible and desires to purchase wireless services and products from Vendor pursuant to the terms and conditions of the Contract, PA, User Agreement, any and all amendments, addenda and schedules as the Customer may specify from time to time, as well as the terms and conditions of all calling plans activated under this User Agreement, which are incorporated herein by reference;
- (3) Authorized User will provide documentation and substantiate Authorized User status as appropriate and as requested from time to time by Vendor;
- (4) The Authorized User agrees to the terms and conditions of the NASPO ValuePoint Master Agreement including the disclosure of limited account information as part of the contractual reporting requirements to NASPO ValuePoint Administration and the participating state;
- (5) Authorized User will ensure that this User Agreement will be used only in support of government, not for profit or private education business;
- (6) The undersigned represents and warrants that he/she has the power and authority to execute this User Agreement, bind the respective Authorized User, and that the execution and performance of this User Agreement has been duly authorized by all necessary Authorized User action; and
- (7) The undersigned is duly authorized by the Authorized User to designate the following individual(s) (the "Authorized Contacts") who are authorized to take action with respect to the account with Vendor to purchase equipment, add lines of service, cancel lines of service and make changes to the account that financially bind the Authorized User to the terms and conditions of this User Agreement, the Contract, the PA, and execute Customer Agreements for the lines of wireless service, subject to the additional terms and conditions therein.

Customer Address:	404 E Nelson Street
Customer Phone number:	913.893.6231
Customer Email address:	twhitaker@edgertonks.org

Authorized Signature:
Name: Beth Linn
Title: City Administrator
Date:

**PARTICIPATING ADDENDUM  
WESTERN STATES CONTRACTING ALLIANCE  
WIRELESS SERVICES 2012-2016  
Administered by the State of Nevada (hereinafter "Lead State")**

**MASTER PRICE AGREEMENT  
Cellco Partnership d/b/a Verizon Wireless  
Contract Number: 1907  
(hereinafter "Contractor")**

**And**

**The State of Missouri  
(hereinafter "Participating Entity")**

1. Scope: Verizon Wireless ("Contractor") and the State of Nevada, for itself and on behalf of the Western States Contracting Alliance ("WSCA" and/or "Customer"), have entered into a Master Service Agreement #1907 ("Contract") with an effective date beginning on June 13, 2012.

This addendum covers the WSCA Wireless Communication Services and Equipment Contract lead by the State of Nevada for use by political subdivisions and universities of the State of Missouri. Agencies governed by Chapter 34 RSMo are specifically prohibited from using this agreement unless specifically authorized by the Director of the Division of Purchasing and Materials Management for the State of Missouri.

2. Participation: Use of specific WSCA cooperative contracts by political subdivisions and other entities (including cooperatives) and universities authorized by Missouri's statutes to use state contracts are subject to the approval of the Director of the Division of Purchasing and Materials Management for the State of Missouri. Issues of interpretation and eligibility for participation are solely within the authority of the Director of the Division of Purchasing and Materials Management for the State of Missouri.

**INDIVIDUAL CUSTOMER:** Each State agency, political subdivision or other entity acting as a Participating Entity, that purchases products/services will be treated as if it was an Individual Customer. Except to the extent modified by this Participating Addendum, each agency, political subdivision or other entity will be responsible for compliance with the terms and conditions of the Master Agreement; and they will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement. Each agency, political subdivision or other entity will be responsible for its own charges, fees, and liabilities. Each agency, political subdivision or other entity will have the same rights to any indemnity or to recover any costs allowed in the contract for its purchases. The Contractor will apply the charges to each Participating Entity individually.

The Individual Customer agrees to the terms and conditions of the Contract including the disclosure of limited account information as part of the contractual reporting requirements to WSCA and/or the Participating Entity for purposes of monitoring the contract and calculating the administrative fees. .

3. Intentionally Omitted.

4. Lease Agreements: **NONE**

**PARTICIPATING ADDENDUM**  
**WESTERN STATES CONTRACTING ALLIANCE**  
**WIRELESS SERVICES 2012-2016**  
Administered by the State of Nevada (hereinafter "Lead State")

MASTER PRICE AGREEMENT  
Cellco Partnership d/b/a Verizon Wireless  
Contract Number: 1907  
(hereinafter "Contractor")

And

The State of Missouri  
(hereinafter "Participating Entity")

5. Primary Contacts: The primary contact individuals for this participating addendum are as follows (or their named successors):

Lead State

Name	Teri Smith, Purchasing Officer
Address	515 E. Musser St, Suite 300, Carson City, NV 89701
Telephone	775-684-0178
Fax	775-684-0188
E-mail	tlsmith@admin.nv.gov

Contractor

Name	Cellco Partnership d/b/a Verizon Wireless
Address	8350 East Crescent Pkwy, Attn: RJ Fenolio, Greenwood Village, CO 80111
Telephone	(702) 283-2200
Fax	(866) 917-8701
E-mail	<a href="mailto:rj.fenolio@verizonwireless.com">rj.fenolio@verizonwireless.com</a>

Participating Entity

Name	Brent Dixon
Address	P.O. Box 809, Jefferson City, MO 65102
Telephone	573-751-4903
Fax	573-526-9816
E-mail	<a href="mailto:Brent.dixon@oa.mo.gov">Brent.dixon@oa.mo.gov</a>

6. Subcontractors:  
NONE

7. Purchase Order Instructions:

All Purchasing Entities issuing valid Purchase Orders will be bound by the terms and conditions of the WSCA Master Agreement including, without limitation, the obligation to pay Contractor for Service and Equipment provided. The parties acknowledge and agree that orders submitted to Contractor from a

**PARTICIPATING ADDENDUM  
WESTERN STATES CONTRACTING ALLIANCE  
WIRELESS SERVICES 2012-2016  
Administered by the State of Nevada (hereinafter "Lead State")**

**MASTER PRICE AGREEMENT**  
Cellco Partnership d/b/a Verizon Wireless  
Contract Number: 1907  
(hereinafter "Contractor")

And

The State of Missouri  
(hereinafter "Participating Entity")

Purchasing Entity through the Purchasing Entity's Business Procurement Card are authorized Purchase Orders under the WSCA Master Agreement.

**8. Price Agreement Number:**

All purchase orders issued by purchasing entities within the jurisdiction of this participating addendum shall include the Participating State contract number: 1907 and the Lead State price agreement number: 1907

This Participating Addendum and the Master Price Agreement number 1907 (administered by the State of Nevada) together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Price Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Price Agreement and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Addendum and the Price Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms within the Participating State.

**9. Compliance with reporting requirements of the "American Recovery and Reinvestment Act of 2009" ("ARRA"):** If or when contractor is notified by ordering entity that a specific purchase or purchases are being made with ARRA funds, contractor agrees to comply with the data element and reporting requirements as currently defined in Federal Register Vol. 74 #61, Pages 14824-14829 (or subsequent changes or modifications to these requirements as published by the Federal OMB). Ordering entity is responsible for informing contractor as soon as the ordering entity is aware that ARRA funds are being used for a purchase or purchases. Contractor will provide the required report to the ordering entity with the invoice presented to the ordering entity for payment. The contractor, as it relates to purchases under this contract, is not a subcontractor or subgrantee, but simply a provider of goods and related services.

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**PARTICIPATING ADDENDUM**  
**WESTERN STATES CONTRACTING ALLIANCE**  
**WIRELESS SERVICES 2012-2016**  
Administered by the State of Nevada (hereinafter "Lead State")

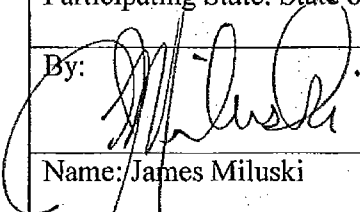
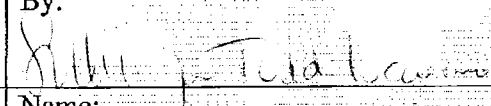
MASTER PRICE AGREEMENT  
Cellco Partnership d/b/a Verizon Wireless  
Contract Number: 1907  
(hereinafter "Contractor")

And

The State of Missouri  
(hereinafter "Participating Entity")

The undersigned represents and warrants that he/she has the power and authority to execute this PA, bind the respective Participating Entity, and that the execution and performance of this PA has been duly authorized by all necessary parties

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating State: State of Missouri	Contractor: Cellco Partnership d/b/a Verizon Wireless
By: 	By: 
Name: James Miluski	Name: <b>Todd Loccisano - Executive Director</b>
Title: Director of the Division of Purchasing and Materials Management	Title: <b>Enterprise &amp; Government Contract Management</b>
Date: 6/14/12	Date: 6/27/12

[Additional signatures as required by Participating State]

## City Council Action Item

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**Council Meeting Date:** March 8, 2018

**Department:** Public Works

**Agenda Item: Consider Change Order #4 for the 4<sup>th</sup> and Nelson Project, to include retaining wall, flowable fill, and final over/under-runs of quantities.**

**Background/Description of Item:**

On August 23, 2018, Edgerton City Council approved the 4<sup>th</sup> & Nelson Project as part of the County Assistance Road System (CARS) program and awarded the project to Linaweaver Construction Co. As part of this project the contractor is replacing the existing asphalt with a concrete roadway, also included are sidewalks, storm water improvements, and other related improvements.

The CARS program provides funds to the cities of Johnson County to construct and maintain their major arterials. Each year the cities submit a 5-year road improvement plan to Johnson County. Using a scoring system, Johnson County selects projects and allocates funds. The County pays 50% of the project's construction and construction inspection costs. Cities are responsible for design, right-of-way, and utility relocation costs. Additional change order items are also possible for 50% matching.

During construction, excavation revealed a water leak in 4<sup>th</sup> Street, a void in the subgrade between storm water infrastructure in 4<sup>th</sup> Street, a drainage issue at the parking stalls installed in front of the library and exposed the need for a retaining wall to be installed at the intersection of 4<sup>th</sup> Street and Hulett Street. Staff worked with the contractor to mitigate the problems as they arose. This caused additional cost to be incurred and additional quantities to be extended past the original bid amount. At this time, it was determined that the additional items would be beneficial to the overall project and provide an improvement to the overall project.

Per the City of Edgerton Purchasing Policy, change orders greater than 10% of the approved amount, greater than \$15,000, or changes that cause the project to be exceeded require Governing Body approval. Change Order #4 is \$23,434.76. This change order is greater than \$15,000. This change order is the final change order that coordinates all the major changes to scope as well as the items that are over/under-runs of quantities. Major changes total to \$9,020, and the final adjustments to quantities total to \$14,414.76. This project is scheduled to be completed Spring of 2019, upon installation of hand rails, and final seeding to the restored areas.

Below is a summary of the total project budget and actual costs. Staff recommends funding the change orders from the same source as the original project, the General Fund.

Budget	
Design	\$56,000
Utility Relocation	\$38,000
Inspection	\$47,127
Construction	<u>\$468,144</u>
	\$505,646
Original Contract Price	\$468,143.92
Change Order #1	\$4,456.00 (approved by City Admin.)
Change Order #2	\$2,610.00 (approved by City Admin.)
Change Order #3	<u>\$3,620.00</u> (approved by City Admin.)
Contract Price prior to Change Order #4	\$478,829.92
INCREASE of this Change Order	\$23,434.76
Contract Price incorporating this Change Order	<b>\$502,264.68</b>

Total of Change Orders No. 1-4 is \$34,121. The CARS program allows cities to submit additional eligible construction costs for inclusion in CARS grant amount. Staff will work with the County to update to the overall contract amount at the time of final acceptance of the project and request 50% reimbursement to include all approved change orders. If approved by CARS, the budgetary impact for Change Orders No. 1-4 would be \$17,060.50.

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

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<b><u>Funding Source:</u></b>	CARS grant funding	\$202,258
	General Fund	<u>\$303,387</u>
	Total	\$505,645

**Budget Allocated:** N/A

x Karen E. Kindle

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

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<b>Recommendation: Approve Change Order #4 for the 4<sup>th</sup> &amp; Nelson Project for \$23,434.76.</b>
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**Enclosed:** Change Order No. 4

**Prepared by:** Trey Whitaker, Public Works Superintendent

Change Order No. 4

Date of Issuance: January 30, 2019	Effective Date: January 30, 2019
Owner: City of Edgerton, KS	Owner's Contract No.:
Contractor: Linaweaver Construction	Contractor's Project No.:
Engineer: BG Consultants, Inc.	Engineer's Project No.: 18-1199L/18-1021L
Project: 4 <sup>th</sup> and Nelson Street Improvements	Contract Name: 4 <sup>th</sup> and Nelson Street Improvements

The Contract is modified as follows upon execution of this Change Order:

Description:

Please see the attached "Change Order #4 Description of Changes" for a description

Attachments: *Change Order #4 Description of Changes*

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: \$ 468,143.92	Original Contract Times: Substantial Completion: <u>on or before 12/3/18</u> Ready for Final Payment: <u>on or before 12/17/18</u>
[Increase] [Decrease] from previously approved Change Orders No. <u>   </u> to No. <u>   </u> : \$ <u>                    </u>	[Increase] [Decrease] from previously approved Change Orders No. <u>   </u> to No. <u>   </u> : Substantial Completion: <u>                    </u> Ready for Final Payment: <u>                    </u>
Contract Price prior to this Change Order: \$ 478,829.92	Contract Times prior to this Change Order: Substantial Completion: <u>on or before 12/20/18</u> Ready for Final Payment: <u>on or before 1/7/19</u>
INCREASE of this Change Order: \$ 23,434.76	INCREASE of this Change Order: Substantial Completion: <u>                    </u> Ready for Final Payment: <u>                    </u>
Contract Price incorporating this Change Order: \$ 502,264.68	Contract Times with all approved Change Orders: Substantial Completion: <u>                    </u> Ready for Final Payment: <u>                    </u>

RECOMMENDED:		ACCEPTED:	
By: <u>Diane Foschaugh</u>	By: <u>                    </u>	By: <u>                    </u>	By: <u>                    </u>
Engineer (if required)	Owner (Authorized Signature)	Contractor (Authorized Signature)	
Title: <u>PROJECT ENGINEER</u>	Title: <u>                    </u>	Title: <u>Project Manager</u>	
Date: <u>2/4/19</u>	Date: <u>                    </u>	Date: <u>1-30-19</u>	

Approved by Funding Agency (if applicable)

By:                      Date:                       
Title:



**CHANGE ORDER NO. 4**  
**DESCRIPTION OF CHANGES**

Engineer's Project No. 18-1199L/18-1021L

Project: 4<sup>th</sup> and Nelson Street Improvements

Contractor: Linaweaver Construction

**Description of Changes:**

- Due to cover clearance issues, the sidewalk north of the church had to be realigned. The realignment resulted in unanticipated cut and the need for a retaining wall. At the request of the City, additional flowable fill was used to fill the void created by the old storm sewer pipe that was removed under 4<sup>th</sup> Street. Additional flowable fill was also used per the City's request to repair a water leak that was encountered during construction. A trench drain was also installed in front of the library to eliminate a drainage issue that resulted from not constructing Add Alternate #1. Quantities and associated costs are as follows:

o Retaining Wall:	60 S.F @ \$75.00/S.F.	\$4,500.00
o Flowable Fill for Existing Pipe Removal:	6 S.Y. @ \$85.00/S.Y.	\$510.00
o Flowable Fill for Water Leak:	24 S.Y. @ \$85.00/S.Y.	\$2,040.00

**Library Trench Drain**

o Curb	1 L.S. @	\$420.00
o Pipe/Inlets	1 L.S. @	\$500.00
o Rock	1 L.S. @	\$250.00
o Labor	1 L.S. @	\$800.00
o Library Subtotal		\$1,970.00

**SubTotal:** **\$9,020.00**

- The following is the list of over/under-runs that were as a result of this project:

Line Item	Description	Quantity	Unit	Unit Price	Total
10.	Temporary Seeding	-1	L.S.	(\$500.00)	(\$500.00)
15.	Concrete Pavement (6" Uniform)(AE)(Driveways)	-0.85	S.Y.	\$70.00	(\$59.50)
19.	Curb and Gutter (Combined)(AE)	36	L.F.	\$21.00	\$756.00
20.	Sidewalk Construction (4")(AE)	64	S.Y.	\$45.00	\$2,880.00
22.	Sidewalk Ramp (AE)	56.13	S.Y.	\$202.00	\$11,338.26
<b>TOTAL</b>					<b>\$14,414.76</b>

**Change Order #4 Total:** **\$23,434.76**

## City Council Action Item

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**Council Meeting Date:** February 14, 2019

**Department:** Administration

### **Agenda Item: Consider Resolution No. 2-14-19A Establishing Fees and Rates for Permits, Licenses and Services Within the City of Edgerton, Kansas**

#### **Background/Description of Item:**

In September 2017, the City of Edgerton and City of Gardner approved a Settlement Agreement regarding the contractual obligations for the City of Edgerton in billing the City of Gardner for wastewater treated at Big Bull Creek Wastewater Treatment Facility. As part of that Settlement Agreement, the City of Gardner approved Raftelis Financial Consultants (RFC) as the Independent Rate Consultant as defined in the Contract between the Cities since in 2012.

Following the approval of that Settlement Agreement, Raftelis conducted a wholesale wastewater rate study that was approved by the Edgerton Governing Body on September 28, 2017 with an effective date of November 1, 2017. That rate study set the Wholesale O&M Charge (as defined in the Contract) at rate of \$3.29 per 1,000 gallons.

As discussed with the cities during the Big Bull Wastewater Treatment Plant Task Force, which by contract include Governing Body members from both cities, the City of Edgerton engaged RFC to complete an updated wholesale wastewater rate study. That study is now complete. Raftelis recommends increasing the wholesale wastewater rate from \$3.29 per 1,000 gallons to \$3.36 per 1,000 gallons, an increase of 2%.

This rate does not include any charge for major maintenance as both cities have made their Initial Deposits (as defined by the contract) into the Repair Fund for repairs and improvements recommended by the System Engineer exceeding \$50,000 necessary to protect the health, safety and welfare of the public and/or to ensure continued regulatory compliance. As detailed in the Contract, until such time as the Initial Deposit is depleted, the Cities will share equally in the costs, as certified by the System Engineer. At the time in the future at which the Initial Deposit is depleted, the Rate Consultant shall be responsible for adjusting the Major Maintenance component of the Wholesale O&M Charge to produce sufficient funds to meet future demands on the Repair Fund as described in the contract.

Staff recommends that the Governing Body increase the wholesale wastewater rate as recommended in the rate study effective with the April 1, 2019 bill. Attached is the rate study report from Raftelis as well as a draft of the fee resolution which will need to be approved in order to increase the wholesale rate. Both a redline version showing the changes as well as a clean version have been included for review. A summary of the changes to the fee resolution is listed below.

Summary of Proposed Changes

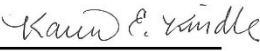
- Utilities – Wastewater
  - Add the wholesale wastewater to the fee resolution. The rate is \$3.36 per 1,000 gallons as recommended in the wholesale rate study completed by Raftelis.

**Related Ordinance(s) or Statue(s):** Ordinance No. 1006

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**Funding Source:** n/a

**Budget Allocated:** n/a

x 

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

**Recommendation: Approve Resolution No. 2-14-19A Establishing Fees and Rates for Permits, Licenses and Services Within the City of Edgerton, Kansas.**

**Enclosed:** Wholesale Wastewater Report from Raftelis  
Draft Resolution No. 2-14-19A redline version  
Draft Resolution No. 2-14-19A clean version

**Prepared by:** Karen Kindle, Finance Director



February 4, 2019

Beth Linn  
City Administrator  
City of Edgerton  
404 E. Nelson Street  
Edgerton, KS 66021

Dear Ms. Linn:

We were engaged by the City of Edgerton as the Independent Rate Consultant to update the Wholesale O&M Charge for the City of Gardner for the treatment of wastewater in accordance with the contract signed between the two cities and dated May 10, 2012. The current Wholesale O&M Charge was determined by Raftelis in a rate study report dated September 26, 2017.

We have reviewed the contract between the cities, which includes provisions for how the Wholesale O&M Charge for the City of Gardner is determined, and have determined an updated Wholesale O&M Charge based on the latest information related to operation and maintenance expenses and volumes at the wastewater treatment plant.

### **Methodology**

The methodology we used in determining the updated rate is consistent with the contract between the cities and the methodology used by Raftelis to determine the FY 2018 rate outlined in the rate study report dated September 26, 2017.

We have reviewed the City of Edgerton's operations and maintenance budget with City Staff to determine what costs should be allocated to the Wholesale O&M Charge consistent with the contract. In total it was determined that \$365,577 of the City of Edgerton's sewer budget is allocable to the treatment plant's costs that are shared with the City of Gardner.

The other important factor in determining the Wholesale O&M Charge for the City of Gardner is the amount of billable flow received by the treatment plant. For FY 2019, we assume that the flows for the City of Edgerton's retail customers other than the logistics park and intermodal facility would be similar to FY 2017, the most recent information we have analyzed. We have assumed that the City of Gardner would continue to send flow consistent with what they sent in FY 2017 of 57,630,000 gallons per year. For the logistics park and intermodal facility, we analyzed all the billing information available as of September 12, 2018 and estimated flow of 25,000,000 gallons for FY 2019 based on annualized estimates of all connected customers as of September 2018.

### **Wholesale O&M Charge**

Based on an allocated cost of \$365,577 and estimated billable flows at the treatment plant of 108,645,000 gallons in 2019 the calculated Wholesale O&M Charge for the City of Gardner is:

$$\$365,577 / 108,645,000 \text{ gallons} = \$3.36 \text{ per 1,000 gallons}$$

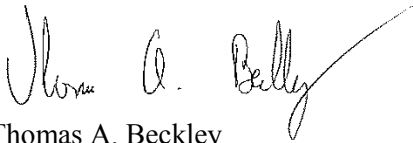
**Recommendation**

Consistent with the methodology used in the rate study report dated September 26, 2017, we recommend that the City of Gardner be charged a Wholesale O&M Charge of \$3.36 per 1,000 gallons.

We appreciate this opportunity to serve the City of Edgerton. If you have any questions please feel free to contact me at (816) 285-9024 or [tbeckley@raftelis.com](mailto:tbeckley@raftelis.com).

Sincerely,

RAFTELIS FINANCIAL CONSULTANTS, INC.

A handwritten signature in black ink, appearing to read "Thomas A. Beckley", with a long, sweeping horizontal stroke extending to the right.

Thomas A. Beckley  
Senior Manager

**RESOLUTION NO. 2-14-19A**

**A RESOLUTION ESTABLISHING FEES AND RATES FOR PERMITS, LICENSES AND SERVICES WITHIN THE CITY OF EDGERTON, KANSAS.**

**WHEREAS**, pursuant to Ordinance No. 1006, the City Council indicated that all City Fees that previously were spread throughout the City Code, and would require an Ordinance amending that particular part of the Code to change the fee, would instead be consolidated into a City Fee Resolution such that all fees could be better monitored and, any revisions thereto, could be accomplished via resolution instead of an ordinance; and

**WHEREAS**, City Staff continues to work on consolidating said fees into this Fee Resolution and, as those fees are added in, revised versions of this Resolution will be presented for Council approval.

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

**SECTION 1: FEES.**

The following fees shall be due and payable to the City Clerk:

**OPEN RECORDS**

Inspection Fee, if item is not readily available	\$20.00 per request
Copying Fee (no charge for first ten (10) pages)	\$0.10 per page after first ten
Mailing Fee	Actual mailing costs
Facsimile charges	\$1.00 / \$0.10 per page
Searches by staff, three (3) hours or more	\$25.00 per hour

**ANIMAL CONTROL**

**Animal Registration Fees:**

Neutered/Spayed dog or cat	\$5.00
Unneutered/Non-spayed dog or cat	\$25.00
Seniors (60 plus) with neutered/spayed dog or cat	\$No Charge
Chicken registration	\$50.00
Breeder Fee	\$500.00
Late Registration Fee	\$25.00
Duplicate Tag Fee	\$1.00

**Animal Redemption Fees:**

Registered	
First pick up	\$No charge
Second pick up	\$50.00
Third pick up	\$100.00

Non-Registered, Neutered/Spayed First pick up	\$50.00
Non-Registered, Unneutered/unspayed First pick up	\$100.00
City provided rabies vaccination	\$50.00
Habitual Violator (dog picked up more than three times in one year)	\$250.00
Boarding Fee	\$10.00 per day

## **BEVERAGES**

### **Cereal Malt Beverages**

General Retailer – Consumption	\$100.00
General Retailer – Not for Consumption on premises	\$35.00
Change of Location Fee	\$5.00

### **Drinking Establishments**

License Fee – Biennial occupation tax	\$500.00
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### **Private Club**

License Fee – Class A Biennial occupation tax	\$500.00
License Fee – Class B Biennial occupation tax	\$500.00

### **Special Event**

Permit Fee	\$50.00
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### **Caterer**

Permit Fee	\$250.00
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### **Retail**

Permit Fee Biennial occupation tax	\$500.00
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## BUILDINGS AND CONSTRUCTION

### Permit Fees – Non-Residential Building

<i>Total Valuation</i>	<i>Fee</i>
\$1.00 to \$500	\$22.00
\$501.00 to \$2,000.00	\$22.00 for the first \$500.00 plus \$2.75 for each additional \$100.00, or fraction thereof, to and including \$2,000.00
\$2,001.00 to \$25,000.00	\$63.00 for the first \$2,000.00 plus \$12.50 for each additional \$1,000.00, or fraction thereof, to and including \$25,000.00
\$25,001 to \$50,000.00	\$352.00 for the first \$25,000.00 plus \$9.00 for each additional \$1,000.00, or fractions thereof, to and including \$50,000.00
\$50,001.00 to \$100,000.00	\$580.00 for the first \$50,000.00 plus \$6.25 for each additional \$1,000.00, or fraction thereof, to and including \$100,000.00
\$100,001.00 to \$500,000.00	\$895.00 for the first \$100,000.00 plus \$5.00 for each additional \$1,000.00, or fraction thereof, to and including \$500,000.00
\$500,000.00 to \$1,000,000.00	\$2,855 for the first \$500,000.00 plus \$4.25 for each additional \$1,000.00, or fraction thereof, to and including \$1,000,000.00
\$1,000,000.01 and up	\$4,955.00 for the first \$1,000,000.00 plus \$2.75 for each additional \$1,000.00, or fraction thereof

### Other Inspections and Fees



Inspections outside of normal business hours (minimum charge – two hours)	\$50.00 per hour
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Re-inspection fees assessed	\$50.00 per hour
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Inspections for which no fee is specifically indicated (minimum charge – one-half hour)	\$50.00 per hour
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Additional plan review required by changes, additions or revisions to plans (or total hourly cost to the juris- diction, whichever is greatest. Cost shall include supervision, overhead, equipment, hourly wages and fringe benefits of employees involved)	\$50.00 per hour
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For use of outside consultants for plan checking Actual Costs  
or inspections (costs include administrative and  
overhead costs)

**Permit Fees – Residential Building**

<i>Total Valuation</i>	<i>Fee</i>
\$1 to \$500	\$13
\$501 to \$2,000	\$13 for first \$500.00 plus \$1.50 for each additional \$100.00 or fraction thereof, to and including \$2,000
\$2,001 to \$25,000	\$35.50 for the first \$2,000.00 plus \$8.00 for each additional \$1,000 or fraction thereof, to and including \$25,000.
\$25,001 to \$50,000	\$219.50 for the first \$25,000 plus \$6.50 for each additional \$1,000 or fraction thereof, to and including \$50,000.
\$50,001 to \$100,000	\$381.00 for the first \$50,000 plus \$4.00 for each additional \$1,000 or fraction thereof, to and including \$100,000.
\$100,001 to \$500,000	\$582.00 for the first \$100,000 plus \$3.00 for each additional \$1,000 or fraction

	thereof, to and including \$500,000.
\$500,000 and up	\$1782.00 for the first \$500,000 plus \$2.00 for each additional \$1,000 or fraction thereof.

Other Inspections and Fees

Inspections outside of normal business hours (minimum charge – two hours)	\$50.00 per hour
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Re-inspection fees assessed	\$50.00 per hour
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Inspections for which no fee is specifically indicated (minimum charge – one-half hour)	\$50.00 per hour
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Additional plan review required by changes, additions or revisions to plans (or total hourly cost to the jurisdiction, whichever is greatest. Cost shall include supervision, overhead, equipment, hourly wages and fringe benefits of employees involved)	\$50.00 per hour
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For use of outside consultants for plan checking or inspections (costs include administrative and overhead costs)	Actual Costs
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Certificate of Occupancy	\$10.00
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Fire Review and Inspection - Core and Shell 100 square feet to 12,500 square feet Multi-Family (R-3) Commercial Zoning Districts (C-D, C-1, C-2) Industrial Zoning Districts (B-P, L-P, I-G, I-H)	\$250.00
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Fire Review and Inspection - Tenant Finish 100 square feet to 12,500 square feet Multi-Family (R-3) Commercial Zoning Districts (C-D, C-1, C-2) Industrial Zoning Districts (B-P, L-P, I-G, I-H)	\$250.00
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Fire Review and Inspection - Core and Shell 12,501.00 square feet or greater Multi-Family (R-3)	\$0.02 per square foot
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Commercial Zoning Districts (C-D, C-1, C-2)  
Industrial Zoning Districts (B-P, L-P, I-G, I-H)

Fire Review and Inspection	\$0.02 per square foot
- Tenant Finish	
12,501 square feet or greater	
Multi-Family (R-3)	
Commercial Zoning Districts (C-D, C-1, C-2)	
Industrial Zoning Districts (B-P, L-P, I-G, I-H)	

#### **Permit Fees - Fuel Gas Code**

Issuance of Permit	\$50.00
Supplemental Permit	\$50.00
Inspection outside normal business hours	\$50.00 per hour
Re-inspection	\$50.00 per hour
Additional plan review required by changes, additions or revisions to approved plans (minimum charge – one hour)	\$50.00 per hour

#### **Permit Fees – Plumbing Code**

Issuance of Permit	\$50.00
Supplemental Permit	\$50.00
Inspection outside normal business hours	\$50.00 per hour
Re-inspection	\$50.00 per hour
Additional plan review required by changes, additions or revisions to approved plans (minimum charge – one hour)	\$50.00 per hour

#### **Permit Fees – Mechanical Code**

Issuance of Permit	\$50.00
Supplemental Permit	\$50.00
Inspection outside normal business hours	\$50.00 per hour
Re-inspection	\$50.00 per hour
Additional plan review required by changes, additions	\$50.00 per hour

or revisions to approved plans (minimum charge – one hour)

**Permit Fees – Electrical Code**

Issuance of Permit	\$50.00
Supplemental Permit	\$50.00
Issuance of annual permit	\$250.00
Inspection outside normal business hours	\$50.00 per hour
Re-inspection	\$50.00 per hour
Additional plan review required by changes, additions or revisions to approved plans (minimum charge – one hour)	\$50.00 per hour

**Moving Buildings**

House/building/derrick or other structure permit	\$5.00
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**Oil and Gas Wells**

Permit Fee	\$150.00 per well
License Fee	\$25.00 per well

**Fire Insurance Proceeds Fund**

Final Settlement Funds (K.S.A. 40-3901 <u>et seq.</u> )	\$5000.00 or 10% of covered claim payment, whichever is less
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**BUSINESS LICENSE**

General License	\$5.00
Solicitor's License – Investigation Fee	\$50.00
Solicitor's License – Issuance Per day	\$25.00
Solicitor's License – Six Months	\$250.00
Adult Entertainment Business License	\$250.00
Adult Entertainment Manager's License	\$20.00
Adult Entertainers License	\$20.00
Adult Entertainment Service's License	\$20.00
Mobile Food Vender License	\$100.00

Block Party

#### **FIREWORKS**

Fireworks – Temporary Retail Sale Application Fee	\$500.00
Fireworks – Temporary Retail Sale Bond	\$1000.00
Public Display Application Fee	\$100.00

#### **SOLID WASTE**

Customer Unit Charge – Monthly (One trash container and one recycle container)	\$7.50
Extra Container Charge – Monthly	\$5.00
Extra Recycle Container – Monthly	\$1.00

#### **PUBLIC PROPERTY**

Community Hall Rental – Residents (24-hrs midnight)	\$100.00
Community Hall Rental – Non-Residents (24 -hrs midnight)	\$150.00
Rental Deposit Required for Rental (Refundable) (Due at time of Reservation)	\$50.00
Overnight Camping (by special permit)	\$10.00
Martin Creek Park Lights	
-Ball field #1 Lights	\$20 / hour
-Horse Shoe Pit Lights	\$20 / hour
Right-Of-Way Permit	\$100.00

#### **PUBLIC OFFENSES**

Worthless Check/Returned Check/Dishonored Instrument	\$25.00
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## UTILITIES - WATER

### Water Rate

#### WATER

[Customer Service Charge + Vol. Rate = Monthly Bill]

#### Customer Service Charge

Meter Size	Inside City	Outside City
5/8"	\$20.02	\$30.02
3/4"	\$21.27	\$31.91
1"	\$23.80	\$35.70
1 1/2"	\$30.09	\$45.14
2"	\$37.66	\$56.49
3"	\$55.30	\$82.94
4"	\$80.49	\$120.74
6"	\$143.48	\$215.21
8"	\$219.08	\$328.61

#### Volumetric Rate

Tiers	Inside City	Outside City
0-2,000	\$4.12	\$6.18
2,001-10,000	\$9.26	\$13.89
>10,000	\$12.78	\$19.16

### Water System Development Fees

System Development Fee (based on size of water meter)

METER SIZE	CHARGES
5/8"	\$4,300
3/4"	\$6,600
1"	\$10,750
1.5"	\$21,500
2"	\$34,400
3"	\$64,500
4"	\$107,500
6"	\$215,000
8"	\$344,000

**Water Connection Fees**

Connections Charge: Inside City - Regular (¾-inch service, with ¾-inch by 5/8 inch-meter)	\$1,250.00
Connections Charge: Outside City - Regular (¾-inch service, with ¾-inch by 5/8-inch meter)	\$7,500.00
Connections Charge: Other Sizes	TBD by Governing Body
Water Service Application (inside city limits)	\$30.00
Water Service Application (outside city limits)	\$75.00
Reconnection Fee, during normal business hours	\$25.00
Reconnection Fee, during non-business hours	\$100.00
Meter Testing (if meter is correct)	\$10.00

## UTILITIES - WASTEWATER

### Wastewater Rate

#### WASTEWATER

[Customer Service Charge + Vol. Rate = Monthly Bill]

#### Customer Service Charge

\$6.45

#### Volumetric Rate

\$7.46 [per 1,000 gallons]<sup>1</sup>

LPKC Infrastructure

\$1.00 [per 1,000 gallons]

<sup>1</sup> For residential use properties, Section 15-305(b) of Article 3 of Chapter XV of the City Code will determine the level of gallons.

### Wastewater System Development Fees

System Development Fee (based on size of water meter)

METER SIZE	CHARGES
5/8"	\$4,800
3/4"	\$6,600
1"	\$12,000
1.5"	\$24,000
2"	\$38,400
3"	\$72,000
4"	\$120,000
6"	\$240,000
8"	\$384,000

### Wastewater Connection Fees

Connection Charge and Inspection Fee \$750.00

Wholesale Wastewater Rate \$3.36 [per 1,000 gallons]

### Private Disposal System Fees

Installation Permit \$250.00  
Significant Alteration and Repair Permit \$100.00  
Minor Repair \$50.00

Non-Residential Annual Operation Permit \$50.00

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Septic/Holding Tank Removal	\$100.00
Inspection, non-business hours (2-hour charge minimum, additional to inspection fee)	\$15.00 per hour

#### **ZONING AND DEVELOPMENT FEES**

Manufactured Home Park License	\$100.00
Temporary Mobile Home Fee	\$25.00
Planned Unit Development: Conceptual Plan/Preliminary Plat Fee	\$200.00 plus \$2.00 per lot
Final Plan/Final Plat Fee	\$300.00 plus \$5.00 per lot
Board of Zoning Appeals Variance or Appeal Fee	\$100.00
Rezoning Fee	\$250.00
Conditional/Special Use Permit Fee	\$250.00
Temporary Construction Activities Application	\$100.00
Temporary Construction Activities Permit Fee	\$200.00
Blasting Permit (six (6) months)	\$25.00
Blasting Permit (one (1) year)	\$50.00
Home Occupation Permit Fee	\$5.00
Site Plan Fee	\$200.00 plus \$10.00 per acre
Preliminary Plat Fee	\$300.00 plus \$10.00 per lot
Final Plat Fee	\$300.00 plus \$10.00 per lot
Lot Split Fee	\$100.00
Street Excise Tax	\$0.10 per square foot of final plat
Park Impact Fee/Residential	\$300.00 per lot
Park Impact Fee/Commercial	\$0.08 per square foot of building
Park Impact Fee/Industrial	\$0.08 per square foot of building
New Street Light Fee	\$250.00

New Public Improvement Inspection Fee	
Street/Stormwater	Actual cost of inspection + 2% administrative fee
Water/Sewer	Actual cost of inspection
Land Disturbance (greater than one acre)	\$250.00
Flood Plain Development Permit	\$75.00

#### **Sign Fees**

Home Occupation Sign	\$35.00
Temporary/Banner Sign	\$35.00
Pole Sign	\$125.00
Monument Sign	\$35.00
Façade/Wall Sign	\$35.00
Mobile Home Park Sign	\$35.00
Subdivision Name Sign	\$35.00
Apartment Complex Name Sign	\$35.00
Billboard Sign	\$125.00

**SECTION 2: Effective Date.** This Resolution shall become effective upon its approval with the ~~Wholesale Water Rate and~~ Wastewater Rate becoming effective for the City of Edgerton utility billing beginning ~~January-April~~ 1, 2019.

**SECTION 3: Repealer.** Any fees or resolutions inconsistent herewith are hereby repealed and said City Code references (along with other specific fee references throughout the City Code that will now be controlled by the Fee Resolution) will be formally withdrawn via a future ordinance.

ADOPTED BY THE GOVERNING BODY OF THE CITY OF EDGERTON, KANSAS ON THIS 1~~34~~<sup>th</sup> DAY OF ~~DECEMBER~~FEBRUARY, 201~~89~~9.

\_\_\_\_\_  
DONALD ROBERTS, MAYOR

ATTEST:

\_\_\_\_\_  
RACHEL A. JAMES, CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
LEE W. HENDRICKS, CITY ATTORNEY

## RESOLUTION NO. 2-14-19A

### A RESOLUTION ESTABLISHING FEES AND RATES FOR PERMITS, LICENSES AND SERVICES WITHIN THE CITY OF EDGERTON, KANSAS.

**WHEREAS**, pursuant to Ordinance No. 1006, the City Council indicated that all City Fees that previously were spread throughout the City Code, and would require an Ordinance amending that particular part of the Code to change the fee, would instead be consolidated into a City Fee Resolution such that all fees could be better monitored and, any revisions thereto, could be accomplished via resolution instead of an ordinance; and

**WHEREAS**, City Staff continues to work on consolidating said fees into this Fee Resolution and, as those fees are added in, revised versions of this Resolution will be presented for Council approval.

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

#### **SECTION 1: FEES.**

The following fees shall be due and payable to the City Clerk:

#### **OPEN RECORDS**

Inspection Fee, if item is not readily available	\$20.00 per request
Copying Fee (no charge for first ten (10) pages)	\$0.10 per page after first ten
Mailing Fee	Actual mailing costs
Facsimile charges	\$1.00 / \$0.10 per page
Searches by staff, three (3) hours or more	\$25.00 per hour

#### **ANIMAL CONTROL**

##### **Animal Registration Fees:**

Neutered/Spayed dog or cat	\$5.00
Unneutered/Non-spayed dog or cat	\$25.00
Seniors (60 plus) with neutered/spayed dog or cat	\$No Charge
Chicken registration	\$50.00
Breeder Fee	\$500.00
Late Registration Fee	\$25.00
Duplicate Tag Fee	\$1.00

##### **Animal Redemption Fees:**

Registered	
First pick up	\$No charge
Second pick up	\$50.00
Third pick up	\$100.00

Non-Registered, Neutered/Spayed First pick up	\$50.00
Non-Registered, Unneutered/unspayed First pick up	\$100.00
City provided rabies vaccination	\$50.00
Habitual Violator (dog picked up more than three times in one year)	\$250.00
Boarding Fee	\$10.00 per day

## **BEVERAGES**

### **Cereal Malt Beverages**

General Retailer – Consumption	\$100.00
General Retailer – Not for Consumption on premises	\$35.00
Change of Location Fee	\$5.00

### **Drinking Establishments**

License Fee – Biennial occupation tax	\$500.00
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### **Private Club**

License Fee – Class A Biennial occupation tax	\$500.00
License Fee – Class B Biennial occupation tax	\$500.00

### **Special Event**

Permit Fee	\$50.00
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### **Caterer**

Permit Fee	\$250.00
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### **Retail**

Permit Fee Biennial occupation tax	\$500.00
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## BUILDINGS AND CONSTRUCTION

### Permit Fees – Non-Residential Building

<i>Total Valuation</i>	<i>Fee</i>
\$1.00 to \$500	\$22.00
\$501.00 to \$2,000.00	\$22.00 for the first \$500.00 plus \$2.75 for each additional \$100.00, or fraction thereof, to and including \$2,000.00
\$2,001.00 to \$25,000.00	\$63.00 for the first \$2,000.00 plus \$12.50 for each additional \$1,000.00, or fraction thereof, to and including \$25,000.00
\$25,001 to \$50,000.00	\$352.00 for the first \$25,000.00 plus \$9.00 for each additional \$1,000.00, or fractions thereof, to and including \$50,000.00
\$50,001.00 to \$100,000.00	\$580.00 for the first \$50,000.00 plus \$6.25 for each additional \$1,000.00, or fraction thereof, to and including \$100,000.00
\$100,001.00 to \$500,000.00	\$895.00 for the first \$100,000.00 plus \$5.00 for each additional \$1,000.00, or fraction thereof, to and including \$500,000.00
\$500,000.00 to \$1,000,000.00	\$2,855 for the first \$500,000.00 plus \$4.25 for each additional \$1,000.00, or fraction thereof, to and including \$1,000,000.00
\$1,000,000.01 and up	\$4,955.00 for the first \$1,000,000.00 plus \$2.75 for each additional \$1,000.00, or fraction thereof

### Other Inspections and Fees

Inspections outside of normal business hours (minimum charge – two hours)	\$50.00 per hour
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Re-inspection fees assessed	\$50.00 per hour
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Inspections for which no fee is specifically indicated (minimum charge – one-half hour)	\$50.00 per hour
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Additional plan review required by changes, additions or revisions to plans (or total hourly cost to the juris- diction, whichever is greatest. Cost shall include supervision, overhead, equipment, hourly wages and fringe benefits of employees involved)	\$50.00 per hour
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For use of outside consultants for plan checking Actual Costs  
or inspections (costs include administrative and  
overhead costs)

### **Permit Fees – Residential Building**

<i>Total Valuation</i>	<i>Fee</i>
\$1 to \$500	\$13
\$501 to \$2,000	\$13 for first \$500.00 plus \$1.50 for each additional \$100.00 or fraction thereof, to and including \$2,000
\$2,001 to \$25,000	\$35.50 for the first \$2,000.00 plus \$8.00 for each additional \$1,000 or fraction thereof, to and including \$25,000.
\$25,001 to \$50,000	\$219.50 for the first \$25,000 plus \$6.50 for each additional \$1,000 or fraction thereof, to and including \$50,000.
\$50,001 to \$100,000	\$381.00 for the first \$50,000 plus \$4.00 for each additional \$1,000 or fraction thereof, to and including \$100,000.
\$100,001 to \$500,000	\$582.00 for the first \$100,000 plus \$3.00 for each additional \$1,000 or fraction

	thereof, to and including \$500,000.
\$500,000 and up	\$1782.00 for the first \$500,000 plus \$2.00 for each additional \$1,000 or fraction thereof.

#### Other Inspections and Fees

Inspections outside of normal business hours (minimum charge – two hours)	\$50.00 per hour
Re-inspection fees assessed	\$50.00 per hour
Inspections for which no fee is specifically indicated (minimum charge – one-half hour)	\$50.00 per hour
Additional plan review required by changes, additions or revisions to plans (or total hourly cost to the jurisdiction, whichever is greatest. Cost shall include supervision, overhead, equipment, hourly wages and fringe benefits of employees involved)	\$50.00 per hour
For use of outside consultants for plan checking or inspections (costs include administrative and overhead costs)	Actual Costs
Certificate of Occupancy	\$10.00
Fire Review and Inspection - Core and Shell 100 square feet to 12,500 square feet Multi-Family (R-3) Commercial Zoning Districts (C-D, C-1, C-2) Industrial Zoning Districts (B-P, L-P, I-G, I-H)	\$250.00
Fire Review and Inspection - Tenant Finish 100 square feet to 12,500 square feet Multi-Family (R-3) Commercial Zoning Districts (C-D, C-1, C-2) Industrial Zoning Districts (B-P, L-P, I-G, I-H)	\$250.00
Fire Review and Inspection - Core and Shell 12,501.00 square feet or greater Multi-Family (R-3)	\$0.02 per square foot

Commercial Zoning Districts (C-D, C-1, C-2)  
Industrial Zoning Districts (B-P, L-P, I-G, I-H)

Fire Review and Inspection	\$0.02 per square foot
- Tenant Finish	
12,501 square feet or greater	
Multi-Family (R-3)	
Commercial Zoning Districts (C-D, C-1, C-2)	
Industrial Zoning Districts (B-P, L-P, I-G, I-H)	

#### **Permit Fees - Fuel Gas Code**

Issuance of Permit	\$50.00
Supplemental Permit	\$50.00
Inspection outside normal business hours	\$50.00 per hour
Re-inspection	\$50.00 per hour
Additional plan review required by changes, additions or revisions to approved plans (minimum charge – one hour)	\$50.00 per hour

#### **Permit Fees – Plumbing Code**

Issuance of Permit	\$50.00
Supplemental Permit	\$50.00
Inspection outside normal business hours	\$50.00 per hour
Re-inspection	\$50.00 per hour
Additional plan review required by changes, additions or revisions to approved plans (minimum charge – one hour)	\$50.00 per hour

#### **Permit Fees – Mechanical Code**

Issuance of Permit	\$50.00
Supplemental Permit	\$50.00
Inspection outside normal business hours	\$50.00 per hour
Re-inspection	\$50.00 per hour
Additional plan review required by changes, additions	\$50.00 per hour



or revisions to approved plans (minimum charge – one hour)

**Permit Fees – Electrical Code**

Issuance of Permit	\$50.00
Supplemental Permit	\$50.00
Issuance of annual permit	\$250.00
Inspection outside normal business hours	\$50.00 per hour
Re-inspection	\$50.00 per hour
Additional plan review required by changes, additions or revisions to approved plans (minimum charge – one hour)	\$50.00 per hour

**Moving Buildings**

House/building/derrick or other structure permit	\$5.00
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**Oil and Gas Wells**

Permit Fee	\$150.00 per well
License Fee	\$25.00 per well

**Fire Insurance Proceeds Fund**

Final Settlement Funds (K.S.A. 40-3901 <u>et seq.</u> )	\$5000.00 or 10% of covered claim payment, whichever is less
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**BUSINESS LICENSE**

General License	\$5.00
Solicitor's License – Investigation Fee	\$50.00
Solicitor's License – Issuance Per day	\$25.00
Solicitor's License – Six Months	\$250.00
Adult Entertainment Business License	\$250.00
Adult Entertainment Manager's License	\$20.00
Adult Entertainers License	\$20.00
Adult Entertainment Service's License	\$20.00
Mobile Food Vender License	\$100.00

Block Party

## **FIREWORKS**

Fireworks – Temporary Retail Sale Application Fee	\$500.00
Fireworks – Temporary Retail Sale Bond	\$1000.00
Public Display Application Fee	\$100.00

## **SOLID WASTE**

Customer Unit Charge – Monthly (One trash container and one recycle container)	\$7.50
Extra Container Charge – Monthly	\$5.00
Extra Recycle Container – Monthly	\$1.00

## **PUBLIC PROPERTY**

Community Hall Rental – Residents (24-hrs midnight)	\$100.00
Community Hall Rental – Non-Residents (24 -hrs midnight)	\$150.00
Rental Deposit Required for Rental (Refundable) (Due at time of Reservation)	\$50.00
Overnight Camping (by special permit)	\$10.00
Martin Creek Park Lights	
-Ball field #1 Lights	\$20 / hour
-Horse Shoe Pit Lights	\$20 / hour
Right-Of-Way Permit	\$100.00

## **PUBLIC OFFENSES**

Worthless Check/Returned Check/Dishonored Instrument	\$25.00
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## UTILITIES - WATER

### Water Rate

#### WATER

[Customer Service Charge + Vol. Rate = Monthly Bill]

#### Customer Service Charge

Meter Size	Inside City	Outside City
5/8"	\$20.02	\$30.02
3/4"	\$21.27	\$31.91
1"	\$23.80	\$35.70
1 1/2"	\$30.09	\$45.14
2"	\$37.66	\$56.49
3"	\$55.30	\$82.94
4"	\$80.49	\$120.74
6"	\$143.48	\$215.21
8"	\$219.08	\$328.61

#### Volumetric Rate

Tiers	Inside City	Outside City
0-2,000	\$4.12	\$6.18
2,001-10,000	\$9.26	\$13.89
>10,000	\$12.78	\$19.16

### Water System Development Fees

System Development Fee (based on size of water meter)

METER SIZE	CHARGES
5/8"	\$4,300
3/4"	\$6,600
1"	\$10,750
1.5"	\$21,500
2"	\$34,400
3"	\$64,500
4"	\$107,500
6"	\$215,000
8"	\$344,000

**Water Connection Fees**

Connections Charge: Inside City - Regular (¾-inch service, with ¾-inch by 5/8 inch-meter)	\$1,250.00
Connections Charge: Outside City - Regular (¾-inch service, with ¾-inch by 5/8-inch meter)	\$7,500.00
Connections Charge: Other Sizes	TBD by Governing Body
Water Service Application (inside city limits)	\$30.00
Water Service Application (outside city limits)	\$75.00
Reconnection Fee, during normal business hours	\$25.00
Reconnection Fee, during non-business hours	\$100.00
Meter Testing (if meter is correct)	\$10.00

## UTILITIES - WASTEWATER

### Wastewater Rate

#### WASTEWATER

[Customer Service Charge + Vol. Rate = Monthly Bill]

#### Customer Service Charge

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\$6.45

#### Volumetric Rate

\$7.46 [per 1,000 gallons]<sup>1</sup>

LPKC Infrastructure

\$1.00 [per 1,000 gallons]

<sup>1</sup> For residential use properties, Section 15-305(b) of Article 3 of Chapter XV of the City Code will determine the level of gallons.

### Wastewater System Development Fees

System Development Fee (based on size of water meter)

<u>METER SIZE</u>	<u>CHARGES</u>
5/8"	\$4,800
3/4"	\$6,600
1"	\$12,000
1.5"	\$24,000
2"	\$38,400
3"	\$72,000
4"	\$120,000
6"	\$240,000
8"	\$384,000

### Wastewater Connection Fees

Connection Charge and Inspection Fee \$750.00

### Wholesale Wastewater Rate

\$3.36 [per 1,000 gallons]

### Private Disposal System Fees

Installation Permit \$250.00

Significant Alteration and Repair Permit \$100.00

Minor Repair \$50.00

Non-Residential Annual Operation Permit \$50.00

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Septic/Holding Tank Removal	\$100.00
Inspection, non-business hours (2-hour charge minimum, additional to inspection fee)	\$15.00 per hour

## **ZONING AND DEVELOPMENT FEES**

Manufactured Home Park License	\$100.00
Temporary Mobile Home Fee	\$25.00
Planned Unit Development: Conceptual Plan/Preliminary Plat Fee	\$200.00 plus \$2.00 per lot
Final Plan/Final Plat Fee	\$300.00 plus \$5.00 per lot
Board of Zoning Appeals Variance or Appeal Fee	\$100.00
Rezoning Fee	\$250.00
Conditional/Special Use Permit Fee	\$250.00
Temporary Construction Activities Application	\$100.00
Temporary Construction Activities Permit Fee	\$200.00
Blasting Permit (six (6) months)	\$25.00
Blasting Permit (one (1) year)	\$50.00
Home Occupation Permit Fee	\$5.00
Site Plan Fee	\$200.00 plus \$10.00 per acre
Preliminary Plat Fee	\$300.00 plus \$10.00 per lot
Final Plat Fee	\$300.00 plus \$10.00 per lot
Lot Split Fee	\$100.00
Street Excise Tax	\$0.10 per square foot of final plat
Park Impact Fee/Residential	\$300.00 per lot
Park Impact Fee/Commercial	\$0.08 per square foot of building
Park Impact Fee/Industrial	\$0.08 per square foot of building
New Street Light Fee	\$250.00

New Public Improvement Inspection Fee	
Street/Stormwater	Actual cost of inspection + 2% administrative fee
Water/Sewer	Actual cost of inspection
Land Disturbance (greater than one acre)	\$250.00
Flood Plain Development Permit	\$75.00

**Sign Fees**

Home Occupation Sign	\$35.00
Temporary/Banner Sign	\$35.00
Pole Sign	\$125.00
Monument Sign	\$35.00
Façade/Wall Sign	\$35.00
Mobile Home Park Sign	\$35.00
Subdivision Name Sign	\$35.00
Apartment Complex Name Sign	\$35.00
Billboard Sign	\$125.00

**SECTION 2: Effective Date.** This Resolution shall become effective upon its approval with the Wholesale Wastewater Rate becoming effective for the City of Edgerton utility billing beginning April 1, 2019.

**SECTION 3: Repealer.** Any fees or resolutions inconsistent herewith are hereby repealed and said City Code references (along with other specific fee references throughout the City Code that will now be controlled by the Fee Resolution) will be formally withdrawn via a future ordinance.

ADOPTED BY THE GOVERNING BODY OF THE CITY OF EDGERTON, KANSAS ON THIS 14<sup>th</sup> DAY OF FEBRUARY, 2019.

\_\_\_\_\_  
DONALD ROBERTS, MAYOR

ATTEST:

\_\_\_\_\_  
RACHEL A. JAMES, CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
LEE W. HENDRICKS, CITY ATTORNEY

## City Council Action Item

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**Council Meeting Date:** February 14, 2019

**Department:** Administration

**Agenda Item: Consider Approval of Ordinance No. 2002 Amending Chapter 7, Article 3, Section 7-304 Regarding Application Deadline for Retail Sales of Fireworks in the City of Edgerton.**

**Background/Description of Item:**

At the January 24, 2019 City Council Meeting staff had a discussion with the City Council regarding the current requirements for the retail sale of fireworks each year per the Municipal Code. As a result of that discussion, the City Council unanimously directed staff to move forward with an ordinance that would permanently change the deadline for an application for the retail sale of fireworks from the third Friday in November preceding a fireworks season to the April 1<sup>st</sup> preceding an upcoming fireworks season. The language addresses if April 1<sup>st</sup> were to fall on a Saturday or Sunday by stating that if that were the case then the deadline would be the Friday immediately before April 1<sup>st</sup>.

One other change the ordinance makes to the fireworks code is to now require that applicants wishing to sell fireworks out of a temporary tent or structure must put down a bond or cashier's check of \$1,000 payable to the City to ensure compliance with cleanup requirements. The current code language only requires a check, so in theory an applicant could write a personal check to the City for \$1,000 and then call and cancel payment on the check. Requiring a bond or cashier's check would guarantee payment of the \$1,000 should the applicant not comply with the cleanup requirements.

City Attorney Lee Hendricks has reviewed and approved this item for compliance with the current laws of the State of Kansas regarding the sale and use of fireworks. As part of coming into compliance with the State statutes, this ordinance will also prohibit by code the sale and use of bottle rockets at any time in the City of Edgerton.

**Related Ordinance(s) or Statue(s):** Chapter VII, Article 3, Section 7-304 of the Edgerton Municipal Code

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**Funding Source:** N/A

**Budget Allocated:** N/A



**Finance Director Approval:** N/A

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**Recommendation: Approve Ordinance No. 2002 Amending Chapter 7, Article 3, Section 7-304 Regarding Application Deadline for Retail Sales of Fireworks in the City of Edgerton.**

**Enclosed:** Ordinance No. 2002

**Prepared by:** Scott Peterson, Assistant City Administrator

## **ORDINANCE NO. 2002**

### **AN ORDINANCE AMENDING CHAPTER VII, ARTICLE 3, SECTION 7-303, OF THE MUNICIPAL CODE OF THE CITY OF EDGERTON, KANSAS TO ADJUST THE DATE BY WHICH APPLICATIONS FOR RETAIL SALE OF FIREWORKS MUST BE SUBMITTED FOR APPROVAL BY THE CITY AND TO REFLECT THE REPEAL OF K.S.A. § 31-155 AND ENACTMENT OF K.S.A. § 31-507 REGULATING BOTTLE ROCKETS**

WHEREAS, Chapter VII, Article 3, Section 7-303 of the Municipal Code of the City of Edgerton currently includes a final date of on or before the Third Friday in November by which an application, along with a \$500.00 non-refundable application fee, must be submitted to the City for approval for retail sales of fireworks in the following year; and

WHEREAS, The Governing Body of the City of Edgerton has determined by consensus that the final date should be extended to April 1<sup>st</sup> before each fireworks season; and

WHEREAS, The City of Edgerton has determined that the sale of fireworks from a temporary structure or premises should require a bond or cashier's check, payable to the City of Edgerton, of one thousand dollars (\$1,000.00) to ensure compliance with removal of the temporary structure or premises; and

WHEREAS, Chapter VII, Article 3, Section 7-303 of the Municipal Code of the City of Edgerton currently only requires a bond or personal check to ensure compliance with removal of the temporary structure or premises; and

WHEREAS, the Kansas Legislature repealed K.S.A. § 31-155 which formerly regulated bottle rockets and enacted K.S.A. § 31-507 which now regulates the same; and

WHEREAS, Chapter VII, Article 3, Section 7-303, subsections (c) and (d)(12) of the Municipal Code of the City of Edgerton currently reference the now repealed K.S.A. § 31-155 and the City of Edgerton wishes to amend Section 7-303 to correctly reference K.S.A. § 31-507; and

WHEREAS, the City of Edgerton wishes to amend the Municipal Code to accurately reflect these changes as directed by the Governing Body of the City of Edgerton.

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

**SECTION 1.** Section 7-303 of the Municipal Code of the City of Edgerton, which is currently titled "SAME: EXCEPTIONS", is hereby amended to reflect the following amended subsections 7-303(c), 7-303(d)(1), 7-303(d)(10) and 7-303(d)(12):

7-303

(c) Provided that the foregoing prohibition in Subsection (a) of Section 7-302

shall not apply to the keeping, storage or discharge of fireworks, as authorized under Kansas state law, on the 3<sup>rd</sup> day of July of each year, between the hours of 10:00 o'clock a.m. and 10:00 o'clock p.m., and on the 4<sup>th</sup> day of July of each year between the hours of 10:00 o'clock a.m. and midnight. Notwithstanding, the foregoing, it shall be unlawful for any person to discharge, fire off, or explode any bottle rocket, as defined in K.S.A. 31-507, within the city limits of the City of Edgerton, Kansas, at any time. The Mayor, after consultation with the City Council, the Fire Chief, and such other persons as he/she deems appropriate, may, in his/her discretion, suspend the discharge of any fireworks when, in his/her opinion, the discharge poses an unreasonable risk to the safety of the public due to fire as a result of climate or other nature conditions. To the extent practical, such suspension of permitted discharge of fireworks shall be published in the official city newspaper prior to the suspension going into effect. The following prohibitions shall apply to the discharge of fireworks as permitted by this subsection:

(d) Provided that the foregoing prohibition in Subsection (a) of Section 7-302 shall not apply to the temporary retail sale of fireworks during the hours of 8:00 o'clock a.m. and 12:00 o'clock midnight on June 27<sup>th</sup> through July 4<sup>th</sup> of each year and in accordance with regulations promulgated by the Kansas State Fire Marshal and the following requirements:

(1) On or before April 1<sup>st</sup>, or if April 1<sup>st</sup> is on a Saturday or Sunday, then the Friday immediately before April 1<sup>st</sup>, an application for sales (via the City's approved form) has been submitted to the City Clerk together with a non-refundable \$500 application fee

(10) If such sales will be made from temporary structure or premises, the structure and any other temporary materials, debris or litter remaining at the site shall be removed on or before July 7<sup>th</sup>. A bond or cashier's check made payable to the City, in the amount of one thousand dollars (\$1,000) shall be submitted no later than June 1<sup>st</sup>, which bond or cashier's check shall serve as an assurance that the permit holder complies with the removal requirement.

(12) Sales of any bottle rocket, as define in K.S.A. 31-507, is prohibited at any time.

**SECTION 5. Repeal of Conflicting Ordinances.** All ordinances or sections of ordinances in conflict herewith are hereby repealed.

**SECTION 6. Effective Date.** This Ordinance shall take effect and be in force from and after its passage, approval and publication once in the City's official paper.

PASSED by the Council and approved by the Mayor on this 14<sup>th</sup> day of February 2019.

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**DONALD ROBERTS**, Mayor

ATTEST:

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**Rachel James**, City Clerk

APPROVED AS TO FORM:

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**LEE W. HENDRICKS**, City Attorney

## City Council Action Item

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**Council Meeting Date:** February 14, 2019

**Department:** Administration

### **Agenda Item: Consider Resolution 02-14-19B Approving 401 (a) Supplemental Defined Contribution Plan Administered by the Kansas Public Employees Retirement System (KPERs)**

#### **Background/Description of Item:**

The Compensation and Benefits Study completed by city staff and approved by the Edgerton City Council at the December 27, 2018 City Council Meeting, included the addition of an employer match for contributions employees make to the 457 plan to the City's benefits structure. Under IRS regulations, the type of plan that includes employer only matching contributions is a supplemental defined contribution plan under section 401(a) of the IRS code.

Kansas Public Employees Retirement System (KPERs) offers a 401(a) plan through the same provider that administers the 457 plan. Staff has met with representatives from KPERs to set up the 401(a) plan. Governing Body approval for the 401(a) plan is handled via a resolution.

Details of the plan include:

- Employees must make contributions to the 457 plan.
- The City will match contributions made by employees up to \$40 per pay period.
- Employees fully vest in the contributions after two years of continuous employment with the City.
- Employees who are volunteering to contribute to the program will be vested immediately with the City's contribution.
- Employees will have the same investment options available to them as they do under the 457 plan.
- The same representative that services the City's 457 accounts will service the 401(a) accounts.

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

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**Funding Source:** General Fund-Employee Benefits, Water Fund-Employee Benefits, Sewer Fund-Employee Benefits.

**Budget Allocated:** Funding for this item is included in the budget allocated for implementation of the Compensation and Benefits Study.

x Karen E. Kindle

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

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<p><b>Recommendation: Approve Resolution 02-14-19B Approving a 401 (a) Supplemental Defined Contribution Plan Administered by the Kansas Public Employees Retirement System (KPERS)</b></p>
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**Enclosed:** Resolution 02-14-19B

**Prepared by:** Scott Peterson, Assistant City Administrator

**THE STATE OF KANSAS PUBLIC EMPLOYEES  
RETIREMENT SYSTEM SUPPLEMENTAL DEFINED  
CONTRIBUTION PLAN**

**RESOLUTION AND  
ADOPTION AGREEMENT**

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**[Participating Employer]**

**Administered by:  
Kansas Public Employees Retirement System  
611 South Kansas Avenue  
Suite 100  
Topeka, KS 66603  
Telephone: 785-296-6166**

## RESOLUTION

WHEREAS, the \_\_\_\_\_ of \_\_\_\_\_, Kansas, (hereinafter referred to as the "Participating Employer") has determined that in, the interest of attracting and retaining qualified employees, it wishes to offer a primary or a supplemental defined contribution plan in accordance with Section 401(a) of the Internal Revenue Code ("Code");

WHEREAS, the Participating Employer has also determined that it wishes to encourage employees' saving for retirement by offering its employees the State of Kansas ("State") Public Employees Deferred Compensation Plan as authorized by K.S.A. 74-49b01, *et seq.*, of the Kansas Statutes Annotated;

WHEREAS, the State's Public Employees Deferred Compensation Plan is intended to be an eligible deferred compensation plan in accordance with Code section 457(b) (the "457 Plan");

WHEREAS, the 457 Plan is administered by Kansas Public Employees Retirement System ("KPERS") Board of Trustees;

WHEREAS, on July 1, 2016, the State authorized KPERS to establish a qualified defined contribution plan under Code section 401(a) for local governmental units of the State to make defined contributions on behalf of their employees;

WHEREAS, accordingly, KPERS has established the KPERS' Supplemental Defined Contribution Plan (the "Plan") in which the local governmental units of the State may participate;

WHEREAS, the Plan is intended to be a qualified, governmental defined contribution plan in accordance with Code sections 401(a) and 414(d);

WHEREAS, the Plan is administered by KPERS;

WHEREAS, the Plan is only available to participating employers who also are participating in the State's 457 Plan;

WHEREAS, the Participating Employer has reviewed the Plan;

WHEREAS, the Participating Employer wishes to participate in the Plan to provide certain benefits to its employees, reduce overall administrative costs of offering a retirement plan to its employees, afford attractive investment opportunities to its employees, and encourage additional retirement savings by its employees;

WHEREAS, the Participating Employer is an Employer as defined in the Plan;

WHEREAS, the Participating Employer has executed an Adoption Agreement for the Plan; and



WHEREAS, the \_\_\_\_\_ ("Participating Employer") is authorized by law to adopt this Resolution approving the Adoption Agreement on behalf of the Participating Employer;

Therefore, the Participating Employer hereby resolves:

Section 1. The Participating Employer adopts the Plan and Trust Agreement for its Employees.

Section 2. The Participating Employer acknowledges that KPERS, including KPERS' Board of Trustees ("KPERS' Board"), are only responsible for this Plan, the 457 Plan established under K.S.A. 74-49b01, *et seq.* and the defined benefit retirement systems created under K.S.A. 74-4903. However, neither KPERS nor the KPERS Board shall have any responsibility for other employee benefit plans separately maintained and/or established by the Participating Employer. Further, the Participating Employer acknowledges and agrees that it assumes full responsibility for the operation and administration of its obligations under the Plan, in accordance with Section 4(c) of this Resolution, its status as a joint trustee of the Plan and the trust, including, but not limited to, as a party to the Trust Agreement with Wells Fargo Bank, National Association ("Trust Agreement") and any legal obligations thereunder. The participating employer also acknowledges and agrees that neither the State nor KPERS shall incur any liability by reason of this Resolution or the Adoption Agreement which is attached hereto and made a part of this Resolution ("Adoption Agreement");

Section 3. The Participating Employer hereby agrees to and adopts the terms of the Plan and the Adoption Agreement. The Plan and Adoption Agreement set forth the Employees to be covered by the Plan, the benefits to be provided by the Participating Employer under the Plan, and any conditions imposed by the Participating Employer with respect to, but not inconsistent with, the Plan. The Participating Employer reserves the right to amend its elections under the Adoption Agreement, so long as the amendment is not inconsistent with the Plan or applicable federal law including, but not limited to, Code section 401(a), or other applicable law and is approved by KPERS and the Plan's Administrative Service Provider.

Section 4.

- (a) The Participating Employer shall abide by the terms of the Plan and the Trust Agreement, including amendments to the Plan and the Trust Agreement, all investment, administrative, and other service agreements of the Plan and the Trust Agreement, and all applicable provisions of the Internal Revenue Code and other applicable law.
- (b) The Participating Employer accepts the administrative services to be provided by KPERS and any services provided by the Plan's Administrative Service Provider in accordance with the Trust Agreement. The Participating Employer acknowledges that fees will be imposed with respect to the services provided and that such fees may be deducted from the Members' accounts.
- (c) The Participating Employer shall be a joint trustee with KPERS under the Trust Agreement.

- (d) The Participating Employer shall indemnify and hold harmless KPERS from and against any claims and/or damages arising from, or related to any actions taken by or information reported by the Participating Employer to either KPERS or the Administrative Services Provider, including, but not limited to, actions or information regarding the employment status and/or termination of an Employee.
- (e) The Participating Employer shall allow KPERS and/or the Administrative Services Provider reasonable access to Employees to assist with enrollment and/or retirement planning counseling.

#### Section 5.

- (a) The Participating Employer may terminate its participation in the Plan, if it takes the following actions:
  - (i) A resolution must be adopted terminating its participation in the Plan.
  - (ii) The resolution must specify when the participation will end.

KPERS shall determine whether the resolution complies with the Plan, and all applicable federal and state laws, shall determine an appropriate effective date, and shall provide appropriate forms to terminate ongoing participation. However, distributions under the Plan of existing accounts to Members will be made in accordance with the Plan.

- (b) The Participating Employer acknowledges that the Board may involuntarily terminate the Plan.
- (c) The Participating Employer acknowledges and agrees that it shall be responsible to fund any accrued liabilities under the Plan in the event of either: i) its voluntary termination of participation in the Plan, or ii) the involuntary termination of the Plan by KPERS.

Section 6. The Participating Employer acknowledges that all assets held in connection with the Plan, including all contributions to the Plan, all property and rights acquired or purchased with such amounts and all income attributable to such amounts, property or rights shall be held in trust for the exclusive benefit of Members and their Beneficiaries under the Plan. No part of the assets and income of the Plan shall be used for, or diverted to, purposes other than for the exclusive benefit of Members and their Beneficiaries and for defraying reasonable expenses of the Plan. All contributions made pursuant to the Plan, all property and rights acquired or purchased with such amounts and all income attributable to such amounts, property or rights held as part of the Plan, shall be transferred pursuant to the Trust Agreement to be held, managed, invested and distributed as part of the Trust Fund in accordance with the provisions of the Plan. All contributions to the Plan must be transferred by the Participating Employer to the Trust Fund. All benefits under the Plan shall be distributed solely from the Trust Fund pursuant to the Plan.

Section 7. This Resolution and the Adoption Agreement shall be submitted to KPERS for its approval. KPERS shall determine whether the Resolution complies with the Plan, and, if it does, shall provide appropriate forms to the Participating Employer to implement participation in the Plan. KPERS may refuse to approve an Adoption Agreement by an Employer that does not have state statutory authority to participate in the Plan. The Participating Employer hereby acknowledges that it is responsible to assure that this Resolution and the Adoption Agreement are adopted and executed in accordance with the requirements of applicable law.

Adopted by the Participating Employer on \_\_\_\_\_, \_\_\_\_\_, in accordance with applicable law.

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

\_\_\_\_\_  
Name and Title

Attest: \_\_\_\_\_

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

**[Participating Employer should assure that all applicable law is followed in the adoption and execution of this resolution.]**

# **THE STATE OF KANSAS PUBLIC EMPLOYEES RETIREMENT SYSTEM SUPPLEMENTAL DEFINED CONTRIBUTION PLAN ADOPTION AGREEMENT**

## **ADMINISTRATOR**

Kansas Public Employees Retirement System ("KPERS")  
611 South Kansas Avenue  
Suite 100  
Topeka, KS 66603  
Telephone: 785-296-6166

## **PARTICIPATING EMPLOYER**

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

Taxpayer Identification Number ("TIN"): \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-mail: \_\_\_\_\_

Person Authorized to receive Official Notices from the Plan or KPERS \_\_\_\_\_

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

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

E-mail: \_\_\_\_\_

The Participating Employer is required to update this contact information with KPERS and the Administrative Services Provider if there are any changes related to either the Authorized Representative or his/her contact information.

## **TYPE OF ADOPTION**

This Adoption Agreement is for the purpose of the Participating Employer to participate in the KPERS' Supplemental Defined Contribution Plan (the "Plan") as follows (**check one**):

☐ **Initial Adoption**

This is a new adoption by the Participating Employer for its Employees and the effective date shall be the first day of \_\_\_\_\_, \_\_\_\_\_. The Participating Employer's adoption of this Plan does not replace or restate an existing qualified defined contribution plan.

☐ **Restatement of Pre-existing Plan**

This is an amendment and restatement of another defined contribution plan of the Participating Employer the effective date of which shall be \_\_\_\_\_. This agreement is intended to replace and serve as an amendment and restatement of the Participating Employer's pre-existing plan, which became effective on \_\_\_\_\_. The Participating Employer understands that it is the Participating Employer's responsibility to ensure that the pre-existing plan meet all applicable state and federal requirements.

☐ **Amended Adoption**

This is an amendment of an existing Adoption Agreement (reference number \_\_\_\_\_, if applicable) and the Effective Date shall be the first day of \_\_\_\_\_, \_\_\_\_\_. **Note:** Any amended Adoption Agreement shall not be effective unless it has been accepted and approved by KPERS.

☐ This is an amendment to change one or more of the Participating Employer's contribution design elections an Adoption Agreement between the Participating Employer and KPERS.

☐ This is to separate Employees from an existing division participating in the Plan into a new division, and the effective date shall be the first day of \_\_\_\_\_, \_\_\_\_\_.

☐ This is to merge the following divisions currently participating in the Plan into the following division or group: \_\_\_\_\_.

☐ **Participating Employer Disclosures**

☐ This is a new defined contribution plan adopted by the Participating Employer for its Employees. This plan does not replace or restate an existing defined contribution plan.

☐ This is an amendment and restatement of another defined contribution plan of the Participating Employer the effective date of which shall be \_\_\_\_\_. This agreement is intended to replace and serve as an amendment and restatement of the Participating Employer's pre-existing plan, which became effective on \_\_\_\_\_. The Participating Employer understands that it is the Participating Employer's responsibility to ensure that the pre-existing plan meet all applicable state and federal requirements.

- ☐ This is an amendment of the Adoption Agreement to this Plan previously adopted by the Participating Employer (**please specify type below**):
- ☐ This is an amendment to change one or more of the contribution design elections in the Adoption Agreement.
- ☐ This is an amendment to add a new department or a new class of Eligible Employees.
- ☐ This is an amendment to discontinue participation in the Plan by one or more departments or classes of Employees.
- ☐ Other (**please specify**): \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

## DISCLOSURE OF OTHER QUALIFIED DEFINED CONTRIBUTION PLAN(S)

The Participating Employer ☐ does or ☐ does not have an existing, qualified defined contribution plan. If the Participating Employer does have one or more defined contribution plans, the Participating Employer must provide the plan name and the name of the plan provider below, and all such other relevant information requested by KPERS and/or the Administrative Service Provider.

Plan Name(s) \_\_\_\_\_

\_\_\_\_\_

Plan Provider(s) \_\_\_\_\_

\_\_\_\_\_

This is ☐ or is not ☐ the only retirement plan for the Employees of the Participating Employer. **Note:** If so, is this Plan intended to be a qualified Social Security Replacement Plan for the Participating Employer? ☐ Yes or ☐ No

**VERY IMPORTANT:** All eligible plans of a Participating Employer must be aggregated for purposes of compliance with certain requirements under the Internal Revenue Code ("Code"). **Thus, if a Participating Employer has more than one defined contribution plan, the Participating Employer is responsible for ensuring that all of its aggregated plans comply with applicable Code requirements.**

## PLAN YEAR

For purposes of this Plan, Plan Year is the twelve month period ending on December 31.

## PAYROLL PERIOD

The payroll period of the Participating Employer is:

- |                          |                             |                          |              |
|--------------------------|-----------------------------|--------------------------|--------------|
| <input type="checkbox"/> | Weekly                      | <input type="checkbox"/> | Semi-Monthly |
| <input type="checkbox"/> | Bi-Weekly                   | <input type="checkbox"/> | Monthly      |
| <input type="checkbox"/> | Other (must specify): _____ |                          |              |

Contributions for an Eligible Employee with respect to a payroll period in a calendar month shall only be made if the Eligible Employee has entered into a Deferral Agreement for the State of Kansas Public Employees Deferred Compensation Plan before the beginning of such month where such deferrals are required as a condition for a matching contribution.

## EMPLOYEE PARTICIPATION

☐ **Employee Participation**

The Employer shall provide KPERS with the name, address, Social Security Number, and date of birth for each Eligible Employee, as well as any other information requested by KPERS for purposes of this Plan.

☐ **Eligible Employees**

The following Employees of the Participating Employer shall participate in the KPERS Supplemental Defined Contribution Plan:

- ☐ All Employees
- ☐ Only Employees who are Participants in the State of Kansas Public Employees Deferred Compensation Plan ("457 Plan")
- ☐ Other (**please specify by division or group**): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## NORMAL RETIREMENT AGE

Normal Retirement Age (presumed to be age 62 unless otherwise specified) \_\_\_\_\_

*If an Employee is still employed with the Participating Employer at the age specified here, their entire employer contribution balance will become 100% vested regardless of years of service.*

## VESTING

Vesting (Check one):

- ☐ Immediate
- ☐ Cliff Vesting (fully vested after below number years of service)  
☐ 1 year    ☐ 2 years    ☐ 3 years    ☐ 4 years    ☐ 5 years
- ☐ Grade Vesting

\_\_\_\_\_ % after 1 year of service  
\_\_\_\_\_ % after 2 years of service  
\_\_\_\_\_ % after 3 years of service (min 25%)  
\_\_\_\_\_ % after 4 years of service (min 50%)  
\_\_\_\_\_ % after 5 years of service (min 75%)  
\_\_\_\_\_ % after 6 years of service (min 100%)

- ☐ Other graded vesting schedule (**please specify**): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Vesting will be credited using (check one):

- ☐ Elapsed time method – Members will be credited with one vesting year for each 12 months of continuous employment from the date of hire.
- ☐ Hours reported method – Members will be credited with one vesting year for each calendar year in which \_\_\_\_\_ hours are worked
- ☐ Other (**please specify**): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

In the event of disability or death, a Member's (or his/her Beneficiary's) entire account in the Plan shall be 100% vested, to the extent that the balance of such account has not previously been vested or forfeited.

- ☐ This is an amendment and restatement of another defined contribution plan of the Participating Employer that is intended to replace and serve as an amendment and restatement of the Participating Employer's pre-existing plan, and therefore, prior service with the pre-existing plan will apply for vesting purposes.



## CONTRIBUTIONS

### Employer Contributions

a. Calculation and Contribution Frequency

☐ Weekly      ☐ Bi-Weekly      ☐ Monthly

b. Employer contribution structure (subject to limitations of Section 415(c) of the Internal Revenue Code)

☐ Percentage: Employer contributions will be \_\_\_\_\_% of the Employee's Compensation

☐ Dollar: Employer contributions will be \$\_\_\_\_ per payroll period/per month/per year.

☐ Matching: The Employer contributions will match the Employee's pre-tax and Roth contributions to the 457 Plan (up to the amount of \$\_\_\_\_\_ per payroll period/per month/per year or \_\_\_\_\_% of Compensation)

☐ Flat: The Employer will contribute the amount of \$\_\_\_\_\_ per payroll period/per month/per year or \_\_\_\_\_% of Compensation on behalf of the Employee (if the Employee contributes at least \$\_\_\_\_\_ to the KPERS 457 plan in a calendar year)

### Employee Contributions

Employees of the Participating Employer ☐ shall ☐ shall not contribute to the Plan

If Employees of the Participating Employer are required to contribute to the Plan, the mandatory employee contribution shall be \_\_\_\_\_% of compensation. **Note:** Additional forms and/or information may be required by KPERS. If Employees shall be required to make contributions to the Plan, such contributions shall be picked-up in accordance with K.S.A. 74-4919(2).

If there will be Employee Contributions in the Plan, Employees are fully vested in their individual contributions.

## ROLLOVER

Rollovers from qualified plans to this Plan ☐ are ☐ are not permitted.

## COMPENSATION

Compensation for purposes of the Plan shall be as defined by K.S.A. 74-4902(9).

**Compensation Paid After Severance From Employment** – Certain post-severance payments may be included in Compensation for purposes of computing contributions under the Plan, but only if these amounts are paid no later than 2½ months after severance from employment or, if later, the end of the calendar year that includes a Member's severance from employment, and only if it is a payment that, absent a severance from employment, would have been paid to the Member while the Member continued in employment with the Participating Employer. The Participating Employer makes the following election with respect to including post-severance payments in Compensation (Note: if the following is not completed, no post-severance payments will be included in Compensation by default):

- ☐ No post-severance payments will be included in Compensation for purposes of computing deferrals under the Plan (if this box is checked, skip to "Modification of the Terms of the Adoption Agreement" below).
- ☐ For purposes of calculating contributions under the Plan, the following post-severance payments will be included in Compensation, as long as: 1) they are paid no later than 2½ months after severance from employment or, if later, the end of the calendar year that includes the Member's severance from employment; and 2) absent a severance from employment, they would have been paid to the Member while the Member continued in employment with the Participating Employer (check all that apply):
  - ☐ regular compensation paid after severance from employment for services rendered prior to severance during the Member's regular working hours
  - ☐ compensation paid after severance from employment for services rendered prior to severance outside the Member's regular work hours (such as overtime or shift differential), commissions, bonuses, or other similar payments
  - ☐ post-severance payments for unused accrued bona fide sick, vacation or other leave, but only if the Member would have been able to use the leave if employment had continued
  - ☐ Other: \_\_\_\_\_

## **MODIFICATION OF THE TERMS OF THE ADOPTION AGREEMENT**

If a Participating Employer desires to amend any of its elections contained in this Adoption Agreement, the Participating Employer by official action must adopt a new Adoption Agreement and forward it to KPERS for approval. The new Adoption Agreement is not effective until approved by KPERS and other procedures required by the Plan have been implemented.

## **TERMINATION OF THE ADOPTION AGREEMENT**

This Adoption Agreement may be terminated only in accordance with the Plan.

## **KPERS IS THE PLAN ADMINISTRATOR**

The Participating Employer hereby agrees to the provisions of the KPERS Supplemental Defined Contribution Plan Adoption Agreement and appoints KPERS as the Plan Administrator pursuant to the terms and conditions of the KPERS Supplemental Defined Contribution Plan.

## **ENFORCEMENT**

The Participating Employer acknowledges that contributions must be submitted to KPERS in accordance with the Plan and K.S.A. 74-4920(16). The Participating Employer acknowledges that any late or missed contributions will be required to be made up, including applicable interest. In accordance with the Internal Revenue Code, should the Participating Employer fail to make its required contribution(s) when due, KPERS shall implement applicable interest charges in accordance with K.S.A. 16-204(a), and may result in KPERS deducting such amounts from any other moneys payable to such Participating Employer by any department or agency in the State of Kansas.

## **EXECUTION BY PARTICIPATING EMPLOYER**

The foregoing Adoption Agreement is hereby adopted and approved on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by the \_\_\_\_\_.

Signed:\_\_\_\_\_

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

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

Date of Signature:\_\_\_\_\_

## City Council Action Item

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**Council Meeting Date:** February 14, 2019

**Department:** Administration

**Agenda Item: Consider Approval of Amendment #1 to Owner-Engineer Agreement Between the City of Edgerton and HDR, Inc. for the Final Design of the 207<sup>th</sup> Street Grade Separation Project in an Amount Not To Exceed \$741,450.00**

### Background/Description of Item:

At the January 11, 2018 City Council Meeting, the Council approved the Preliminary Design Agreement with HDR for design services for the 207<sup>th</sup> Street Grade Separation Project. The 207<sup>th</sup> Street Grade Separation Project is a Design-Bid-Build project, meaning HDR will complete the full scope of design before the project is publicly bid to select a contractor for construction of the project. Furthermore, 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.

The Preliminary Design Agreement that was approved by City Council on January 11, 2018 was for the amount of \$145,254, and included the following Scope of Services:

1. Data collection
2. Alternative analysis and cost estimating
3. Public Engagement
4. Environmental Review
5. Project Management

The proposed amendment to the preliminary agreement, which will include the final design of the off-alignment bridge, is for an additional \$741,450 and will include the following Scope of Services:

1. Data Collection
2. Field Check Plans
3. Right of Way Plans
4. Office Check Plan
5. PS&E Plans and Bidding Services
6. Coordination

7. Construction Services
8. Project Management

With the addition of Amendment #1, the total cost for the design services of HDR for the 207<sup>th</sup> Street Grade Separation Project will be \$886,713.

The 207<sup>th</sup> Street Grade Separation Project (design, construction, inspection, utility relocations, right-of-way acquisition, etc) is funded entirely from 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.

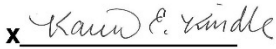
The current amendment document is being reviewed by the City Attorney and City Engineer. Staff is recommending approval of the agreement subject to compliance with their comments.

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

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**Funding Source:** Public Infrastructure Fund

**Budget Allocated:** \$15,000,000

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

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**Recommendation: Approve Amendment #1 to Owner-Engineer Agreement Between the City of Edgerton and HDR, Inc. for the Final Design of the 207th Street Grade Separation Project in an Amount Not to Exceed \$741,450.00**

**Enclosed:**

- Amendment to Owner-Engineer Agreement #1
- 207th Street Scope of Services

**Prepared by:** Scott Peterson, Assistant City Administrator

This is **EXHIBIT K**, consisting of [ 3 ] pages,  
referred to in and part of the **Agreement**  
**between Owner and Engineer for Professional**  
**Services** dated [ 01-29-2018 ].

**AMENDMENT TO OWNER-ENGINEER AGREEMENT**

**Amendment No. \_\_1\_\_**

**The Effective Date of this Amendment is: \_\_\_\_\_.**

**Background Data**

Effective Date of Owner-Engineer Agreement: **01-29-2018**

Owner: City of Edgerton

Engineer: HDR Engineering, Inc.

Project: 207<sup>th</sup> Street Grade Separation

**Nature of Amendment:**

- ☒ Additional Services to be performed by Engineer
- ☐ Modifications to services of Engineer
- ☐ Modifications to responsibilities of Owner
- ☒ Modifications of payment to Engineer
- ☒ Modifications to time(s) for rendering services
- ☐ Modifications to other terms and conditions of the Agreement

**Description of Modifications:**

*Amendment 1 is for the completion of the preliminary and final phases of the 207<sup>th</sup> Street Grade Separation project in Edgerton, Kansas, where 207<sup>th</sup> street will be improve on an offset alignment to the north with a new bridge over the BNSF railroad and Martin Creek Tributary similar to what is shown in the attached figure. Major components of the preliminary and final design are as follow:*

- A) *Data Collection*
  - *Survey*
  - *Geotechnical Investigation*
- B) *Field Check Plans (50% Design)*
  - *Preliminary Roadway and Bridge Design*
  - *Preliminary Hydrologic and Hydraulic Analysis*
  - *Public Involvement*
- C) *Right of Way Plans (60% Design)*
- D) *Office Check Plans (90% Design)*
  - *Final Roadway and Bridge Design*
  - *Final Hydrologic and Hydraulic Updates*
- E) *PS&E Plans and Bidding Services (100%)*
- F) *Coordination*
  - *Utility Coordination*
  - *Railroad*
  - *Environmental and permitting*
- G) *Construction Services*
- H) *Project Management*

Agreement Summary:

Original agreement amount:	\$__145,254__
Net change for prior amendments:	\$__0__
This amendment amount:	\$__741,459__
Adjusted Agreement amount:	\$__886,713__

Change in time for services:

Mar 2, 2020 for design services to letting. Construction Services activities is expected to take place for 1 year after Letting.

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit C.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect.

OWNER:

ENGINEER:

---

By: \_\_\_\_\_  
Print  
name: \_\_\_\_\_  
  
Title: \_\_\_\_\_  
  
Date Signed: \_\_\_\_\_

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By: \_\_\_\_\_  
Print  
name: \_\_\_\_\_  
  
Title: \_\_\_\_\_  
  
Date Signed: \_\_\_\_\_



## SCOPE OF SERVICES

The project includes design, plans, specifications and project administration duties for constructing 207<sup>th</sup> Street to a two-lane roadway from approximately 700' east of Edgerton Road to approximately 2,200' west of Sunflower Road on an offset alignment. The project also includes construction of a bridge structure over the Martin Creek Tributary within the previously described project limits, as well as a connection to Co-Op Road. The 207<sup>th</sup> Street roadway section shall generally consist of two twelve-foot wide opposing lanes with curb and gutter, 5' sidewalk, and a 10' trail. Co-Op Road shall consist of similar 2-lane roadway section with a 5' sidewalk. The bridge will be designed to accommodate 2-lane roadway with sidewalk and trail that can be converted to a 4-lane roadway section with no pedestrian accommodation without widening in the future.

This project will be designed to APWA standards in English units. Bridge design and Bridge Hydraulics shall will be designed per KDOT design criteria.

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

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

### I. Proposed Engineering Services and Assumptions

This scope of work defines the proposed engineering services to be provided by HDR Engineering, Inc. (HDR). The fee proposal for this scope of work is included in Appendix A.

#### A. Data Collection

##### A1. Topographic survey

Topographic survey will be performed by RIC. See Appendix B.

##### A2. Geotechnical Investigation and Pavement Design

Bridge and Roadway Geotechnical investigation will be performed by Terracon. See Appendix C.

Pavement design is excluded from the scope of services. It is assumed that the pavement section will consist of 10" Portland Cement Concrete Pavement (PCCP), 4" Cement Treated Base (CTB), over 6" of Lime Treated Subgrade (LTSG).

#### B. Field Check Plans

##### B1. Roadway Plans to Field Check

Roadway plans to field check will be performed by RIC. See Appendix B. HDR will provide oversight.

##### B2. Bridge Plans to Field Check

The following plans will be engineered and drafted to an approximate 50% completion level, based on a non-phased construction approach:

- Contour Map (1)
- Construction Layout (1)

- Typical Section (1)

**B3. H&H analysis**

- Data Collection and Review. HDR will obtain and review internet-available aerial topography, topographic mapping, and current FEMA flood insurance studies and floodplain mapping for Martin Creek Tributary C. HDR will formally request the effective floodplain model (HEC-RAS electronic format) directly from FEMA.
- Field Reconnaissance Visit. A site visit will be conducted to visibly identify issues and characteristics pertinent to the H&H analysis and scour conditions.
- Hydrologic Evaluation. Hydrologic evaluation of the Martin Creek Tributary C crossing will include reviewing available data from the current FEMA Flood Insurance Study and other readily available information provided by the City. It is assumed that the FEMA peak discharges will be used for analysis and design.
- Hydraulic Analysis. The Martin Creek Tributary C hydraulic model will be obtained directly from FEMA, and will be operated and compared to the current FEMA Flood Insurance Study data in order to develop the baseline water surface profiles. Hydraulic analysis will be performed using the U.S. Army Corps of Engineers HEC-RAS computer program, Version 5.0. The hydraulic analysis will include model development for the duplicate effective, existing conditions and up to three proposed conditions scenarios. Downstream boundary conditions will be obtained from the FEMA study results. The hydraulic analysis will focus on proposed conditions scenarios that achieve no-rise conditions, with minimal localized conveyance improvements where necessary.
- Scour Analysis. Scour analysis will be conducted in accordance with HEC-18. Scour depths will be determined for contraction, pier, and abutment scour using an approximate particle size or by assuming live-bed scour conditions. A total scour depth will be computed for each substructure element.
- Documentation and Permitting Support. A brief technical memorandum will be prepared to summarize the hydrologic and hydraulic evaluations and provide recommendations for the proposed structure. A floodplain development permit application will be completed along with a no-rise certificate.

**B4. Attend Field check**

2 HDR Project team members will participate in a half day field check.

**B5. Preliminary Opinion of Probable Cost**

- Develop preliminary bridge construction quantities.
- Develop preliminary opinion of probable project costs itemized by unit of work, including right-of-way and contingency.

**B6. Field Check Design Deliverables**

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

**C. Right of Way Plans**

**Right of Way Plans deliverables** will be performed by RIC. See Appendix B. HDR will provide oversight.

**D. Utility Plans & Coordination**

**D1.** Utility Plans and Coordination will be performed by RIC. See Appendix B. HDR will provide oversight.

**D2. Utility coordination meetings**  
1 HDR Staff will attend up to 3 utility coordination meetings.

**E. Office Check Plans**

**E1. Roadway Plans to Office Check**

Roadway plans to Office Check will be performed by RIC. See Appendix B. HDR will provide oversight.

**E2. Bridge Plans to Office Check**

Office Check plans will be prepared based on the revised field check plans and updated right of way plans. Special provisions and supplemental specifications that pertain to the bridge design will be updated during the final design phase of the project.

The following plan sheets will be developed to match the anticipated construction for the new bridge and demolition of the existing structure on 207th St. (just east of RR tracks):

- General Notes and Summary of Quantities
- Contour Map
- Construction Layout Sheet
- Demolition Detail (Existing bridge on 207th)
- Engineering Geology
- Abutment Details (2)
- Pier Details (4-6)
- Bearing Device Details
- Beam Layout
- Beam Details (2-4)
- Diaphragm Details
- Slab Plan and Details
- Pavement Elevations
- Superstructure Details (Plan)
- Superstructure Details (Sections)
- Barrier Curb Details
- Fence Details
- Bill of Reinforcing Steel and Bending Diagrams (1-2)

Bridge rating for the bridge will be done per the latest guidelines in the KDOT Bridge Design manual. Bridge rating report (xml and BWS report) will be provided to the City for the bridge.

**E3. Hydrologic and Hydraulic Analysis**

Updates to the H&H analysis, scour analysis, and documentation will be provided in support of office check plan development.

**E4. Prepare Final Opinion of Probable Cost**

- Develop final bridge construction quantities.

- Develop final opinion of probable project costs itemized by unit of work, including right-of-way and contingency.

**E5. Office Check Deliverables**

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

**F. Final PS&E Plans & Bidding Phase Services**

HDR will provide plans and project specific job special provisions in both hard copy and electronic (.pdf) formats to 10 bidders at cost to recover expenses of duplication and handling, as well as contract documents and supply plans to the City.

HDR will answer contractor questions during the bid period, as well as provide addenda to the bidding documents (3) as required/requested. Assumes only minor plan or specification revisions. Any significant changes shall be negotiated as additional services.

HDR will attend and prepare meeting minutes for one pre-bid and one pre-construction conference with City representatives, the successful bidder, and utility companies.

**G. Construction Services**

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

- HDR will review shop drawings and submittals (5)
- Participate in final walk though (2 staff for half day)
- Prepare minor plan revisions as necessitated (2 revisions)
- Prepare one set of final record drawings.
- Attend construction progress meetings or field visits as directed by the City (12 meetings)

**H. Railroad Coordination**

An aerial crossing agreement will be required. The City of Edgerton will be responsible for the agreement.

HDR will coordinate the key design elements with the City of Edgerton and the BNSF. For the purpose of estimating, HDR will submit plans to the BNSF during the Field Check Plan Stage. It is assumed that 2 HDR staff will attend one railroad coordination meeting.

**I. Environmental & Permitting**

**I1. Section 404/401**

HDR previously conducted a site visit to field verify the presence or absence waters of the U.S. within the project limits. For this scope of work, HDR will conduct delineations by two experienced environmental scientists. They will delineate the project footprint/anticipated construction limits in accordance with the USACE 1987 wetland delineation manual and Midwest regional supplemental delineation manual. Photo documentation will be provided to include a photo log and corresponding description of each photo. HDR will prepare a written determination/delineation report as necessary consisting of an introduction/project overview, methods, results and discussion, and

impacts. Wetland and waters of the U.S. data sheets will be completed, as well as project location map, NWI and soils mapping information, photo log, wetland/pond/stream channel delineation boundary map, and project engineering plans. HDR will request a preliminary jurisdictional determination letter from the U.S. Army Corps of Engineers (Corps). Subsequently, HDR will complete Section 404/401 permit applications. Since the Project's impacts to wetlands would likely be less than 0.5 acre of permanent fill in any single crossing, a Nationwide Permit # 14 (Linear Transportation) is anticipated to authorize road fill and bridge and culvert construction. Wetland mitigation is not anticipated. If the USACE determine during their review process that mitigation is required, this service will be provided under separate scope and fee. A conditionally certified NWP 401 water quality certification is anticipated from KDHE. No individual 404 or 401 permits are anticipated.

**Agency Coordination:** As part of the Section 404/401 permitting, coordination with the U.S. Fish and Wildlife Service (USFWS) and KDWPT regarding threatened and endangered species is required. HDR completed the online reviews and preliminary habitat reviews previously. No critical habitat was identified. However, additional pedestrian survey during the summer flowering season is needed to further evaluate potential habitat of Mead's Milkweed. In addition, the USFWS and/or KDWPT may request that habitat surveys be completed for listed bat species if any trees would be impacted by the project. HDR will conduct a habitat survey and provide a survey report to the City. Aside from pedestrian survey for Mead's Milkweed and bat habitat surveys, no other species surveys or other habitat evaluations are provided, nor are formal Section 7 consultation services with USFWS provided.

HDR previously sent a coordination letter to the Kansas State Historic Preservation Office (SHPO) regarding potential cultural, historical, and archeological issues. The SHPO determined via letter that the Project will not affect any property listed or determined to be eligible for listing in the NRHP. Therefore, Section 106 clearance has been obtained. No cultural resources surveys will be needed and are not included in this scope of services.

**12. No-Rise Certification/Floodplain Development Permit**

See Hydrologic and Hydraulic Analysis scope.

**13. NPDES Stormwater Construction Permit and Stormwater Pollution Prevention Plan:**

HDR will prepare a Kansas Department of Health and Environment (KDHE) Notice of Intent (NOI) and related submittals for Stormwater Runoff from Construction Activities and Johnson County Land Disturbance Permit. HDR will also prepare a Stormwater Pollution Prevention Plan (SWPPP) specific to construction of the project in conformance with KDHE's National Pollutant Discharge Elimination System (NPDES) Stormwater Discharge Permit Requirements for construction activities.

**14. Land Disturbance Permits:**

Due to the anticipated land disturbance activities associated with construction of the Project exceeding one acre, a KDHE National Pollutant Discharge Elimination System (NPDES) Construction Stormwater Permit for stormwater construction discharges will be provided. HDR will prepare a Stormwater

Pollution Prevention Plan (SWPPP) prior to submitting a Notice of Intent to KDHE seeking stormwater permit coverage. It is anticipated that separate land disturbance permits will be required from Johnson County and the City and HDR will complete applications for these permits.

**I5. Stream Obstruction Permit / Floodplain Fill Permit:**

HDR will obtain a Stream Obstruction Permit from KDA-DWR for new bridge piers in floodway, and related embankment fill. HDR will prepare the stream obstruction and floodplain fill applications. This scope includes occasional coordination such as telephone calls, emails, and standard mail. No face-to-face meeting is provided.

**I6. FAA Notice of Proposed Construction or Alteration:**

The City of Gardner Municipal Airport is approximately five miles northeast of the Project. Based on preliminary review of FAA regulations for activities requiring notice and FAA's Notice Criteria GIS Tool, any grade separation alternative and related tower lighting and construction crane would need to submit an FAA Notice of Proposed Construction or Alteration to ensure navigation signal reception is not impaired by the Project. HDR will prepare this notice and will obtain FAA Form 7460-1 clearances for bridge and crane lighting obstructions in navigable airspace.

**I7. Deliverables**

- Determination/delineation report
- Preliminary jurisdictional determination letter request
- Section 404/401 NWP 14 permit applications
- Habitat survey report
- Agency Coordination letters (USFWS, KDWPT, SHPO)
- NOI and SWPPP
- Land Disturbance Permits
- Stream Obstruction Permit
- Form 7460-1 permit applications

**J. Public Involvement**

HDR will assume that there will be one public involvement meeting for the Submittal of Field Check plans and one public involvement meeting at Final Plans. For estimating purposes, it will be assumed that 3 HDR staff will be present for 4 hours. HDR will develop sign in sheets, handout (1), and exhibit (1 each at 3 stations) for each meeting.

**K. Project Management and Administration Simon Sun**

**K1. Formal Project & In-Progress Meetings**

HDR anticipates twelve (12) monthly project meetings with the City in Edgerton and during the design phase design.

Up to four HDR staff will participate in each meeting. HDR will prepare an agenda and meeting minutes for each meeting. Meetings will be documented with a list of attendees, date/time/location of the meeting, major items discussed and decisions reached. Meeting minutes will be prepared and distributed to the attendees.

**K2. Project Administration and Controls**

HDR will prepare monthly progress reporting and invoicing for submittal to the City.

## **II. Assumptions**

- Lighting/pavement marking/signing
  - Lighting will be provided within the project limits. The design will follow RP-8 guidelines. Signing and pavement markings will be designed according to MUTCD guidelines.
- Bridge Assumptions
  - New bridge structure is assumed to be a five-span prestressed girder bridge, located to accommodate the stream, BNSF RR and Co-Op Road.
  - Abutments will be integral with Straight wings and founded on steel piles.
  - Piers will be round column bents with web walls and founded on drilled shafts.
- H&H Assumptions
  - The analysis and design will utilize the FEMA published peak discharges. No new hydrologic modeling, NOAA Atlas 14 analysis, or other evaluations are included.
  - The currently effective HEC-RAS hydraulic model will be available from FEMA in electronic, native file format and will match the published Flood Insurance Study information.
  - No Conditional Letter of Map Revision (CLOMR) or Letter of Map Revision (LOMR) services are included.
- Environmental & Permitting Assumptions
  - NEPA documentation/clearance will not be needed
  - Section 4(f) and Section 6(f) evaluations will not be needed.
  - A section 404 Individual permit will not be needed
  - A Phase I Environmental Site Assessment for hazardous materials will not be needed.
  - A noise analysis will not be needed.

## **III. Payment Provisions**

HDR Engineering, Inc. proposes to provide the services as outlined for a lump sum amount of \$741,459 as outlined in Appendix A.

## **IV. Completion Time**

The Consulting Engineer hereby agrees to complete the above scope of work per the schedule outlined below. This schedule assumes timely reviews, input, and data-provision by City Staff:

NTP – 02/08/19

Survey complete – 03/08/19

Field Check Plans – 05/17/19

ROW Plans – 06/21/19

Office Check Plans – 11/15/19

PS&E Plans – 01/10/20

Advertisement – 02/03/20

Letting – 03/02/20

## Appendix A

### Final Design Fee Estimate



Appendix A - Fee Estimate

City of Edgerton  
207th Street over BNSF RR  
Hour and Fee Estimate - Final Design

1/20/2019

		Hours																	Dollars					
																			Total Hrs	Budget (Labor +OH +Fixed Fee)			HDR Expenses	Total Task Budget
		Principal	Proj Mgr	QC	Sr. Rdwy Eng	Rdwy Eng	Sr. Structural Eng	Structural Eng	Sr. Water Eng	Water Eng	Sr. Env Sci	Env Sci	Sr Traffic Eng	Traffic Eng	Cad Tech	Accounting	Admin							
		Billing Rate	326.00	248.00	245.00	189.00	124.00	195.00	124.00	260.00	130.00	195.00	164.00	195.00	124.00	109.00	105.00	84.00						
A	Data Collection	Topographic survey (By RIC)	See Appendix B for fee estimate																0		\$0	\$0	\$0	
		Geotechnical Investigation (By Terracon)	See Appendix C for fee estimate																0		\$0	\$0	\$0	
		Review Topographic Survey and Geotechnical Investigation	2		4		4		4										14	\$3,072	\$0	\$3,072		
																			0	\$0	\$0	\$0		
		Subtotal	0	2	0	4	0	4	0	4	0	0	0	0	0	0	0	0	0	14	\$3,072	\$0	\$3,072	
B	Field Check Plans	Roadway Plans to Field Check																	0		\$0	\$0	\$0	
		HDR Oversight		48															48	\$11,904	\$0	\$11,904		
		QC			16														16	\$3,920	\$0	\$3,920		
																			0		\$0	\$0	\$0	
		Bridge Plans to Field Check																	0		\$0	\$0	\$0	
		Generate Contour Map					4	8							20				32	\$3,952	\$0	\$3,952		
		Generate Construction Layout					4	8							20				32	\$3,952	\$0	\$3,952		
		Generate Typical Section					4	8							16				28	\$3,516	\$0	\$3,516		
		QC			8														8	\$1,960	\$0	\$1,960		
		Address QC					4	8							12				24	\$3,080	\$0	\$3,080		
		H&H Analysis			8					40	80								128	\$22,760	\$400	\$23,160		
		Attend Field Check		4		4		4											12	\$2,528	\$0	\$2,528		
		Field Check Opinion of Probable Cost		2		2	4	2	4										14	\$2,256	\$0	\$2,256		
		Field Check deliverables and Comment Resolution		2		4		4							4				14	\$2,468	\$0	\$2,468		
																			0		\$0	\$0	\$0	
	Subtotal	0	56	32	10	4	26	36	40	80	0	0	0	0	72	0	0	356	\$62,296	\$400	\$62,696			
C	Right-of-Way Plans	Right-of-way Plans																	0		\$0	\$0	\$0	
		HDR Oversight		16															16	\$3,968	\$0	\$3,968		
		QC			4														4	\$980	\$0	\$980		
																			0		\$0	\$0	\$0	
		Legal Descriptions and Tract Maps (By RIC)	See Appendix B for fee estimate																0		\$0	\$0	\$0	
		Revisions to Legal Descriptions and Tract Maps	See Appendix B for fee estimate																0		\$0	\$0	\$0	
		Right of Way Plans Comment Resolution	2		4										4				10	\$1,688	\$0	\$1,688		
																			0		\$0	\$0	\$0	
		Subtotal	0	18	4	4	0	0	0	0	0	0	0	0	0	0	4	0	0	30	\$6,636	\$0	\$6,636	
D	Utility Plans & Coordination	Prepare Utility Coordination Plans																	0		\$0	\$0	\$0	
		HDR Oversight		16															16	\$3,968	\$0	\$3,968		
		QC			4														4	\$980	\$0	\$980		
		Utility Coordination Meetings (3)		12															12	\$2,976	\$0	\$2,976		
		Utility Coordination Comment Resolution		12															12	\$2,976	\$0	\$2,976		
																			0		\$0	\$0	\$0	
			0	40	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	44	\$10,900	\$0	\$10,900	

Appendix A - Fee Estimate

City of Edgerton  
207th Street over BNSF RR  
Hour and Fee Estimate - Final Design

1/20/2019

		Hours																	Dollars																	
																			Total Hrs	Budget (Labor +OH +Fixed Fee)			HDR Expenses	Total Task Budget												
		Principal	Proj Mgr	QC	Sr. Rdwy Eng	Rdwy Eng	Sr. Structural Eng	Structural Eng	Sr. Water Eng	Water Eng	Sr. Env Sci	Env Sci	Sr Traffic Eng	Traffic Eng	Cad Tech	Accounting	Admin																			
Billing Rate		326.00	248.00	245.00	189.00	124.00	195.00	124.00	260.00	130.00	195.00	164.00	195.00	124.00	109.00	105.00	84.00																			
E	Office Check Plans	Roadway Plans to Office Check																	0			\$0	\$0	\$0												
		HDR Oversight																	60			\$14,880	\$0	\$14,880												
		QC																	24			\$5,880	\$0	\$5,880												
		Bridge Plans to Office Check																	0			\$0	\$0	\$0												
		General Notes																	8	12			16	36		\$4,792	\$0	\$4,792								
		Summary of Quantities Sheet																	8	16			20	44		\$5,724	\$0	\$5,724								
		Generate Contour Map																	4	8			20	32		\$3,952	\$0	\$3,952								
		Finalize Construction Layout																	4	8			20	32		\$3,952	\$0	\$3,952								
		Generate Geology Sheet																	2	6			16	24		\$2,878	\$0	\$2,878								
		Deck Design & Detail																	16	32			40	88		\$11,448	\$0	\$11,448								
		Beam Design & Detail																	4	80			40	124		\$15,060	\$0	\$15,060								
		Secondary Members (Diaphragms , Fence, etc.)																	8	16			20	44		\$5,724	\$0	\$5,724								
		Camber																	8	16			20	44		\$5,724	\$0	\$5,724								
		Bolt of Slab Elevations																	8	16			20	44		\$5,724	\$0	\$5,724								
		Bridge Rail Details																	20	32			60	112		\$14,408	\$0	\$14,408								
		Fencing Details																	8	16			20	44		\$5,724	\$0	\$5,724								
		Expansion Joint Details																	8	16			20	44		\$5,724	\$0	\$5,724								
		Miscellaneous Details (Demo details, etc.)(2 sheets)																	16	24			32	72		\$9,584	\$0	\$9,584								
		Abutment Design & Detail (3 Sheets)																	32	48			60	140		\$18,732	\$0	\$18,732								
		Pier 2 & 3 Design and Detail (Fixed Pier) (2 Sheets)																	30	60			48	138		\$18,522	\$0	\$18,522								
		Pier 1 & 4 Design and Detail (Standard Exp Pier) (2 Sheets)																	30	60			48	138		\$18,522	\$0	\$18,522								
		Bearings Design and Detail																	8	16			20	44		\$5,724	\$0	\$5,724								
		Bill of Reinforcing Steel (2 Sheets)																	16	40			40	96		\$12,440	\$0	\$12,440								
		Incorporate/Modify Bridge Standards (5 sheets)																	8	24			40	72		\$8,896	\$0	\$8,896								
		Approach Slabs																		12	24			32	68		\$8,804	\$0	\$8,804							
		Bridge QC																				40			40		\$9,800	\$0	\$9,800							
		Incorporate QC Comments																		16	24			40	80		\$10,456	\$0	\$10,456							
		AASHTO BrR rating																		30	60				90		\$13,290	\$0	\$13,290							
		H&H Analysis																				1		4	12		17		\$2,845	\$0	\$2,845					
		Office Check Opinion of Probable Cost																		2		2	4	2	4		2	4		20		\$3,142	\$0	\$3,142		
		Office Check deliverables and Comment Resolution																		4		4	8	4	8		4	8		40		\$6,284	\$0	\$6,284		
																											0		\$0	\$0	\$0					
		Subtotal		0	66	65	6	12	310	666	4	12	0	0	6	12	692	0	0	1851	\$258,635	\$0	\$258,635													
		F	Final PS&E Plans & Bidding Phase Services	Prepare Bid Package																		4		4				8	16		\$2,420	\$0	\$2,420			
Prepare final plans																							4		4		\$436	\$0	\$436							
Prepare construction specs and special provisions																		2		8	16	8	16		8	16		74		\$11,080	\$0	\$11,080				
Bidding Phase RFI																		4		8		8				20		\$4,064	\$0	\$4,064						
Pre-Bid Meeting																		4		4		4				12		\$2,528	\$0	\$2,528						
																									0		\$0	\$0	\$0							
Subtotal				0	14	0	24	16	20	16	0	0	0	0	8	16	4	0	8	126	\$20,528	\$0	\$20,528													
G	Construction Services	Review Shop Drawings (5)																		2				10	10			22		\$3,686	\$0	\$3,686				
		Final walk through																		4				4			8		\$1,772	\$0	\$1,772					
		Final record drawings																		2				6	12			32		\$4,462	\$0	\$4,462				
		Monthly Progress Meeting (12)																		12				12				24		\$5,316	\$0	\$5,316				
																											0		\$0	\$0	\$0					
		Subtotal		0	20	0	0	0	32	22	0	0	0	0	0	0	12	0	0	86	\$15,236	\$0	\$15,236													
H	Railroad Coordination	RR Coordination																				8		4		20			32		\$6,640	\$0	\$6,640			
		Incorporate RR Comments																				4		4		8	8		44		\$6,480	\$0	\$6,480			
																												0		\$0	\$0	\$0				
		Subtotal		0	12	0	8	0	28	8	0	0	0	0	0	0	20	0	0	76	\$13,120	\$0	\$13,120													
I	Environmental & Permitting	Wetland Delineations / JD																								20	20		8		52		\$9,032	\$600	\$9,632	
		Section 404/401 Permits																								20	20		8		52		\$9,032	\$0	\$9,032	
		NPDES SW Constxn Permit / SWPPP																				2	2	16				22		42		\$6,460	\$60	\$6,520		
		Land Disturbance Permits (City & County)																				4					16	16		36		\$6,724	\$0	\$6,724		
		Stream Obstruction Permit																			2	6	40	16				4		4		72		\$10,796	\$250	\$11,046
		FAA Notice																			2	4	4					24		34		\$5,678	\$0	\$5,678		
																												0		\$0	\$0	\$0				
		Subtotal		0	0	18	12	60	16	0	0	0	56	106	0	0	20	0	0	288	\$47,722	\$910	\$48,632													

## Appendix A - Fee Estimate

**City of Edgerton  
207th Street over BNSF RR  
Hour and Fee Estimate - Final Design**

**1/20/2019**

			Hours																Dollars				
			Principal	Proj Mgr	QC	Sr. Rdwy Eng	Rdwy Eng	Sr. Structural Eng	Structural Eng	Sr. Water Eng	Water Eng	Sr. Env Sci	Env Sci	Sr Traffic Eng	Traffic Eng	Cad Tech	Accounting	Admin	Total Hrs	Budget +OH	(Labor +Fixed Fee)	HDR Expenses	Total Task Budget
Billing Rate			326.00	248.00	245.00	189.00	124.00	195.00	124.00	260.00	130.00	195.00	164.00	195.00	124.00	109.00	105.00	84.00					
J	Public Involvement	Prepare Exhibits (1) and Handouts		2		4	8	4	8							12		12	50		\$6,332	\$500	\$6,832
		Public Meeting		6		6		6											18		\$3,792		\$3,792
																			0		\$0	\$0	\$0
		Subtotal	0	8	0	10	8	10	8	0	0	0	0	0	0	12	0	12	68	\$10,124	\$500		\$10,624
K	Project management and Administration	Project management and administration	8	36													16	8	68		\$13,888	\$0	\$13,888
		Monthly Team Meeting		12				12		6		6		6					42		\$9,216	\$0	\$9,216
		Bi-Monthly Progress meeting (6)		12				12		6		6							36		\$8,046	\$0	\$8,046
																			0		\$0	\$0	\$0
																			0		\$0	\$0	\$0
		Subtotal	8	60	0	0	0	24	0	12	0	12	0	6	0	0	16	8	146	\$31,150	\$0		\$31,150
Total			8	256	119	78	100	470	756	60	92	68	106	20	28	836	16	28	3041	\$468,519	\$1,810		\$470,329

Labor Costs			Estimate
Category	Hours	Rate	Dollars
Principal	8	326	2,608
Proj Mgr	256	248	63,488
QC	119	245	29,155
Sr. Rdwy Eng	78	189	14,742
Rdwy Eng	100	124	12,400
Sr. Structural Eng	470	195	91,650
Structural Eng	756	124	93,744
Sr. Water Eng	60	260	15,600
Water Eng	92	130	11,960
Sr. Env Sci	68	195	13,260
Env Sci	106	164	17,384
Sr Traffic Eng	20	195	3,900
Traffic Eng	28	124	3,472
Cad Tech	836	109	91,124
Accounting	16	105	1,680
Admin	28	84	2,352

Fee (Lump Sum)			
HDR - Labor, Overhead, Profit			\$ 468,519
HDR - Dir Design Expenses (Dir Costs)			\$ 6,750
<b>HDR</b>			<b>475,269</b>
Subconsultants			
ERIC			\$ 239,690
TERRACON			\$ 26,500
<b>Total Subconsultants</b>	<b>-</b>	<b>-</b>	<b>266,190</b>

Estimated Direct Costs	
Reproduction services	5,000
Telephone/Fax	0
Mapping, photos, etc.	0
Postage & Shipping	250
Travel	1,500
<b>Total Direct Costs</b>	<b>6,750</b>

Fee Estimate	
HDR	475,269
Subconsultants (RIC)	239,690
Subconsultants (TERRACON)	26,500
<b>Total</b>	<b>741,459</b>

Total			
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Appendix B  
Subconsultant  
Final Design  
Proposal and Fee Estimate  
RIC

# EXHIBIT A SCOPE OF SERVICES

## **207th Street - Grade Separation Project**

The project includes design, plans, specifications and project administration duties for constructing 207th Street to a two-lane roadway from approximately 700' east of Edgerton Road to approximately 2,200' west of Sunflower Road. The project also includes construction of a bridge structure over the Martin Creek Tributary within the previously described project limits, as well as a connection to Co-Op Road. The 207th Street roadway section shall generally consist of two twelve-foot wide opposing lanes with curb and gutter, 5' sidewalk, and a 10' trail. Co-Op Road shall consist of similar 2-lane roadway section with a 5' sidewalk. The bridge will be designed to accommodate 2-lane roadway with sidewalk and trail that can be converted to a 4-lane roadway section with no pedestrian accommodation without widening in the future.

This project will be designed to APWA standards in English units. Bridge design and Bridge Hydraulics shall be designed per KDOT design criteria.

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

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

### **A. DATA COLLECTION**

#### **A1. Establish Horizontal and Vertical Control using Kansas State Plane Coordinate System of 1983 and NAVD 88.**

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

#### **A2. Complete Boundary Survey**

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

#### **A3. Complete Topographic Survey**

- Locate all features along survey corridor. Locate existing property pins, marked utilities, fences, signs, streets, sidewalks and other pertinent information.
- Locate all utilities along survey corridor

## EXHIBIT A SCOPE OF SERVICES

- Provide required cross sections per K-Dot Standards for H&H.
- Process topographic survey - Prepare a base map using topographic survey, utility information and boundary survey information.

### **B. FIELD CHECK PLANS**

#### **B1. Roadway Plans to Field Check**

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

- Cover Sheet. (1)
- Typical Sections (2)
- Plan Sheets
  - 207<sup>th</sup> Street (2)
  - Co-Op Road (1)
- Profile Sheets
  - 207<sup>th</sup> Street (2)
  - Co-Op Road (1)
  - Driveways (Assume up to 5) (2)
- Intersection Detail Sheets (3)
- Drainage Data Sheets
  - Drainage Area Map (1)
  - Pipe Profiles (3)
- Preliminary Construction Sequencing (2)
- Preliminary Barrier Layout (1)
- Preliminary Cross Sections at 50' Interval (With only Profile Grade Annotated, inclusive of corridor modeling)
  - 207<sup>th</sup> Street (10)
  - Co-Op Road (5)

#### **B2. Attend Field check**

3 RIC Project team members will participate in a half day field check.

#### **B3. Preliminary Opinion of Probable Cost**

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

#### **B4. Field Check Design Deliverables**

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

# EXHIBIT A

## SCOPE OF SERVICES

### C. RIGHT OF WAY PLANS

#### C1. Prepare Right of Way Plans

Preliminary right of way plans will be submitted after incorporation of Field Check review comments into the Field Check Plans. Plans will show existing and proposed right of way lines including station and offset, easements, owners, and section lines and ties. The plans will include:

- Title Sheet (1)
- Plan-Profile Sheets (8):
  - New and existing right of way and station and offsets
  - Begin and end of right of way
  - Easements
  - Section lines and ties
  - Property owners and lines, lot lines, and lot numbers
  - Construction limits
  - Alignment data including curve data
  - Survey control information
- Cross Sections at 50' Interval (With only Profile Grade, Existing Right of Way, Existing Easements, Proposed Right of Way, Proposed Easements annotated)
  - 207th Street (10)
  - Co-Op Road (5)

#### C2. Legal Descriptions and Tract Maps

Legal property descriptions and tract maps for affected parcels will be developed by RIC based on the right-of-way plans. For estimating purposes, it is assumed that legal descriptions and tract maps will be developed for 8 parcels

- Right-of-way Acquisition Assistance
- Developing Tract Maps
- Developing Legal Descriptions for R/W and Easements
- Revisions to Legal Descriptions for R/W and Easements

#### C3. Revisions to Right of Way Plans and Tract Maps

RIC will make required revisions to the plans based on negotiation between the City and the property owners. For estimating purposes it is assumed that one revision will be required for xx parcels.

#### C4. Right of Way Deliverables

RIC will provide one B&W copy of half size plans and one electronic copy of the Right of Way Plans in a portable document format (.pdf) to the City for Review. It is assumed that the City will compile all comments onto one

## EXHIBIT A SCOPE OF SERVICES

set of plans to be returned to RIC.

### **D. UTILITY PLANS & COORDINATION**

#### **D1. Prepare Utility Plans**

RIC will prepare utility plans after incorporation of Right of Way review comments. The utility plans will include:

- Title Sheet
- Plan-Profile Sheets including (but not limited to) (5):
  - New and existing right of way
  - Easements
  - Section lines and ties
  - Property owners and lines, lot lines, and lot numbers
  - Construction limits
  - Survey control information
- Cross Sections at 50' Interval (With only Profile Grade, Existing Right of Way, Existing Easements, Proposed Right of Way, Proposed Easements annotated)
  - 207th Street (10)
  - Co-Op Road (5)

#### **D2. Utility design**

Design of utility relocation is excluded

#### **D3. Utility coordination meetings**

RIC will conduct up to 3 utility coordination meetings. Owners of the utilities will be invited to participate in the meeting jointly.

#### **D4. Utility coordination deliverables**

RIC will provide one color copy of half size plans and one electronic copy of the Utility Plans in a portable document format (.pdf) to the City for Review. It is assumed that the City will compile all comments onto one set of plans to be returned to RIC.

### **E. OFFICE CHECK PLANS**

#### **E1. Roadway Plans to Office Check**

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



## EXHIBIT A

### SCOPE OF SERVICES

- Cover Sheet (1)
- Typical Sections (2)
- Foundation Treatment, Compaction & Subgrading Detail Sheets (1)
- Plan and Profile Sheets
  - 207th Street (2)
  - Co-Op Road (1)
  - Driveways (Assume up to 5) (2)
- Intersection Details (5)
- Paving Joint details
  - Approach Slab sheets(1)
  - Pavement Joint sheets (3)
- Pavement Details (5)
- Miscellaneous Details (10)
- Inlet and Manhole Details (10)
- Drainage Data
  - Drainage Area Map (1)
  - Pipe Profiles (3)
- Schedule of Inlets and Manholes (3)
- Ditch Lining (1)
- Culvert Details and Summary (5)
- Outlet Scour Protection (2)
- Fencing Plans and Fencing Details (5)
- Barrier Layout Plans and Details (3)
- Temporary Erosion and Pollution Control Plans, Details, and Quantities (10)
- Permanent Seeding (3)
- Permanent Signing (5)
- Pavement Marking (5)
- Lighting (Roadway and Bridge) 6
- Traffic Control (6)
- Construction Sequencing (4)
- Summary of Quantities (5)
- Earthwork Computation Sheet (1)
- Cross Section Sheets at 50' Interval
  - 207th Street (10)
  - Co-Op Road (5)

#### **E2. Prepare Final Opinion of Probable Cost**

- Develop final construction quantities.
- Develop final opinion of probable project costs itemized by unit of work, including right-of-way and contingency.

## EXHIBIT A SCOPE OF SERVICES

### **E3. Office Check Deliverables**

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

### **F. FINAL PS&E PLANS & BIDDING PHASE SERVICES**

RIC will provide plans and project specific job special provisions in both hard copy and electronic (.pdf) formats to 10 bidders at cost to recover expenses of duplication and handling, as well as contract documents and supply plans to the City.

RIC will answer contractor questions during the bid period, as well as provide addenda to the bidding documents (3) as required/requested. Assumes only minor plan or specification revisions. Any significant changes shall be negotiated as additional services.

RIC will attend and prepare meeting minutes for one pre-bid and one pre-construction conference with City representatives, the successful bidder, and utility companies.

### **G. CONSTRUCTION SERVICES**

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

- RIC will review shop drawings and submittals (10)
- Participate in final walk though (4 staff for half day)
- Prepare minor plan revisions as necessitated (2 revisions)
- Prepare one set of final record drawings.
- Attend construction progress meetings or field visits as directed by the City (12 meetings)

	Description	PM	Project ENG	Design ENG	Sr. Tech	RLS	Survey Crew	Survey Tech	Total Hrs
<b>TASK</b>	<b>207th Street - Grade Separation Project</b>								
<b>DATA COLLECTION &amp; SURVEY</b>									
1.1	Horizontal & Vertical Control	2				8	16		26
1.2	Property Research	4				20	60		84
1.3	Topographic Survey - Base Map Preparation	4			24	20	104	80	232
	Hours for Data Collection & Survey	10	0	0	24	48	180	80	342
<b>FIELD CHECK PLANS</b>									
2.1	Roadway Plans to Field Check	60	80	180	240				560
2.2	Attend Field Check	4	4	4					12
2.3	Preliminary Opinion of Probable Cost	4	12						16
	Hours for Field Check Plans	68	96	184	240	0	0	0	588
<b>RIGHT OF WAY PLANS</b>									
3.1	Prepare Right of Way Plans	16			20				36
3.2	Legal Descriptions & Tract Maps	8				20		16	44
3.3	Revisions to Right of Way Plans	4			2	4		2	12
	Hours for Right Of Way Plans	28	0	0	22	24	0	18	92
<b>UTILITY PLANS &amp; COORDINATION</b>									
4.1	Prepare Utility Maps	4	8		32				44
4.2	Utility Design	24	16	32					72
4.3	Utility Coordination Meetings	4	4						8
	Hours for Utility Plans & Coordination	32	28	32	32	0	0	0	124
<b>OFFICE CHECK PLANS</b>									
5.1	Roadway Plans to Office Check	160	160	240	240				800
5.2	Preliminary Final Opinion of Probable Cost	4	8						12
	Hours for Office Check Plans	164	168	240	240	0	0	0	812
<b>FINAL PS&amp;E PLANS &amp; BIDDING PHASE SERVICES</b>									
6.1	Provide Final Plans and Special Provisions	8	24						32
6.2	Answer Questions During Advertisement for Bids	4	2						6
6.3	Attend Pre-Bid Meeting	2							2
	Hours for Final Ps&E Plans & Bidding Phase Services	14	26	0	0	0	0	0	40
<b>CONSTRUCTION SERVICES</b>									
7.1	Attend Pre-Construction Meeting	2	2						4
7.2	Answer Question During Construction	16	16						32
7.3	Review Shop Drawings & Mix Designs	4	16						20
7.4	Site Visits During Construction	4	8						12
7.5	Final Walk Through	4	4						8
7.6	Preparation of Record Drawings	4	16				12	6	38
	Hours for Construction Services	34	62	0	0	0	12	6	114

<b>Labor Rate</b>	\$ 150.00	\$ 130.00	\$ 95.00	\$ 85.00	\$ 140.00	\$ 135.00	\$ 85.00	
								<b>Totals</b>
Sub-Total Labor Data Collection & Survey	\$ 1,500.00	\$ -	\$ -	\$ 2,040.00	\$ 6,720.00	\$ 24,300.00	\$ 6,800.00	\$ 41,360.00
Sub-Total Labor Field Check Plans	\$ 10,200.00	\$ 12,480.00	\$ 17,480.00	\$ 20,400.00	\$ -	\$ -	\$ -	\$ 60,560.00
Sub-Total Labor Right Of Way Plans	\$ 4,200.00	\$ -	\$ -	\$ 1,870.00	\$ 3,360.00	\$ -	\$ 1,530.00	\$ 10,960.00
Sub-Total Labor Utility Plans & Coordination	\$ 4,800.00	\$ 3,640.00	\$ 3,040.00	\$ 2,720.00	\$ -	\$ -	\$ -	\$ 14,200.00
Sub-Total Labor Office Check Plans	\$ 24,600.00	\$ 21,840.00	\$ 22,800.00	\$ 20,400.00	\$ -	\$ -	\$ -	\$ 89,640.00
Sub-Total Labor Final Ps&E Plans & Bidding Phase Services	\$ 2,100.00	\$ 3,380.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,480.00
Sub-Total Labor Construction Services	\$ 5,100.00	\$ 8,060.00	\$ -	\$ -	\$ -	\$ 1,620.00	\$ 510.00	\$ 15,290.00
								<b>Total Hours</b>
<b>207th Street - Grade Separation Project Labor Total</b>	<b>\$ 237,490.00</b>							<b>2112</b>

<b>Expenses</b>	
Printing	\$ 2,000.00
Mileage (Meetings)	\$ 200.00
<b>Total Expenses 207th Street - Grade Separation Project</b>	<b>\$ 2,200.00</b>
<b>Total Fee for 207th Street - Grade Separation Project</b>	<b>\$ 239,690.00</b>

Appendix C

Subconsultant

Final Design

Proposal and Fee Estimate

Terracon

December 5, 2018

HDR Engineering, Inc.  
10450 Holmes Road, Suite 600  
Kansas City, Missouri 64131



Attn: Mr. Simon Sun  
P: (816) 360 2756  
E: [simon.sun@hdrinc.com](mailto:simon.sun@hdrinc.com)

Re: Proposal for Geotechnical Engineering Services  
207th Street Bridge  
W 207th Street and Co-Op Road  
Edgerton, Kansas  
Terracon Proposal No. P02185320

Dear Mr. Sun:

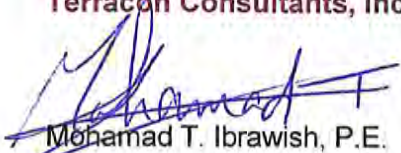
We appreciate the opportunity to submit this proposal for geotechnical engineering services to HDR Engineering, Inc. (HDR) in Kansas City, Missouri for the referenced project. The following are exhibits to the attached Task Order.


Exhibit A	Project Understanding
Exhibit B	Scope of Services
Exhibit C	Compensation and Project Schedule

Terracon will perform the scope of services described in this proposal for a lump sum fee of \$26,500. Please refer to Exhibit C for more details of our fees and consideration of additional services.

To authorize us to proceed with the scope of services described in this proposal, please sign the attached Task Order and return it via email ([mohamad.ibrawish@terracon.com](mailto:mohamad.ibrawish@terracon.com)) or mail. If you have any questions about this proposal, please contact us. This proposal is valid only if authorized within sixty days from the listed proposal date.

Sincerely,  
**Terracon Consultants, Inc.**

  
Mohamad T. Ibrawish, P.E.  
Geotechnical Department Manager

  
Kole C. Berg, P.E.  
Senior Engineer

## Proposal for Geotechnical Engineering Services

207th Street Bridge ■ Edgerton, Kansas

10450 Holmes Road, Suite 600 ■ Terracon Proposal No. P02185320



### EXHIBIT A - PROJECT UNDERSTANDING

Our scope of services is based on our understanding of the project as described by HDR and the expected subsurface conditions as described below. We have not visited the project site to confirm the information provided. Aspects of the project that are undefined or assumed are highlighted as shown below. We request the design team verify this information before we mobilize to perform our field exploration.

#### Site Location and Anticipated Conditions

Item	Description
Parcel Information	The project is located at W 207th Street and Co-Op Road in Edgerton, Kansas. Latitude/Longitude: 38.753123° N, 95.013288° W (approximate)
Existing Improvements	Agricultural areas, and vegetation with railroad and Co-Op road running north-south within the site.
Current Ground Cover	Earthen, agricultural areas and moderately vegetated
Existing Topography	Flat on the east and west with a slope within the creek area
Site Access	We expect the site, and all boring locations, are accessible with our track-mounted drilling equipment.
Expected Subsurface Conditions	Our experience near the vicinity of the proposed development indicates subsurface conditions consist of 10 to 30 feet of fat clays, underlain by bedrock.



## Proposal for Geotechnical Engineering Services

207th Street Bridge ■ Edgerton, Kansas

10450 Holmes Road, Suite 600 ■ Terracon Proposal No. P02185320



### Planned Construction

Item	Description
Project Description	<p>The project includes constructing 207<sup>th</sup> Street to a two-lane roadway from approximately 700' east of Edgerton Road to approximately 2,200' west of Sunflower Road. The project also includes construction of a bridge structure over the Martin Creek Tributary within the previously described project limits, as well as a connection to Co-Op Road. The 207<sup>th</sup> Street roadway section shall generally consist of two twelve-foot wide opposing lanes with curb and gutter, 5' sidewalk, and a 10' trail. Co-Op Road shall consist of similar 2-lane roadway section with a 5' sidewalk. The bridge will be designed to accommodate 2-lane roadway with sidewalk and trail that can be converted to a 4-lane roadway section with no pedestrian accommodation without widening in the future.</p> <p>We understand the project will be designed to APWA standards in English units. Bridge design and Bridge Hydraulics shall will be designed per KDOT design criteria. In addition, we understand that KDOT construction specifications and job special provisions will govern. Project specific job special provision will be prepared for concrete pavement, curb &amp; gutter, sidewalk and trail to meet KCMMB standard only.</p>
Maximum Loads	Design loads were not provided but based on similar projects we anticipate the loads to be on the order of 1,000 kips.
Grading/Slopes	Based on available plans, up to 10 feet of fill maybe needed on the west abutment and up to 6 feet of fill on the east abutment.
Free-Standing Retaining Walls	Retaining walls are not planned
Pavements	No information regarding anticipated vehicle types, axle loads, or traffic volumes was provided. No pavement section thickness design recommendations were requested as part of our scope. Our borings in the pavement areas are to obtain information for subgrade preparation recommendations and side slope recommendations.

## EXHIBIT B - SCOPE OF SERVICES

Our proposed scope of services consists of field exploration, laboratory testing, and engineering/project delivery. These services are described in the following sections.

### Field Exploration

The field exploration program consists of the following was discussed with HDR and agreed upon by HDR and Terracon :



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Number of Borings	Planned Boring Depth (feet)	Planned Location
2	20 (with 10 feet of rock core in each boring)	Bridge abutments
4	30 feet (with 10 feet of rock core in each boring)	Bridge intermediate bents
4	5 feet or auger refusal <sup>1</sup>	Within the proposed pavement areas

1. Borings will be advanced to the proposed depths unless practical auger refusal occurs at shallower depths. No rock coring will be performed.

**Site Access and Utility Locates:** Terracon must be granted access to the site by the property owners. If the client accepts this proposal, we will consider that the client has obtained authorization from the owners for Terracon to access the property and conduct the field exploration. Terracon will conduct field services during normal business hours (Monday through Friday between 7:00am and 5:00pm). If our exploration must take place over a weekend or at night, please contact us so we can adjust our schedule and fee.

Terracon will contact the Kansas One-Call System to locate utilities in public easements. Location of private utility lines is not included in the One-Call locate. The site owner should locate and mark all private utilities before we mobilize to perform the field exploration. Terracon is not responsible for damage to any utilities (public or private) incorrectly marked or not marked by others. The detection of underground utilities is dependent upon the composition and construction of the line of interest. Utilities detectable with standard line location techniques include most continuously connected metal pipes, cables/wires or non-metallic utilities equipped with tracer wires. Utilities composed of non-electrically conductive materials such as polyvinyl chloride (PVC), fiberglass, vitrified clay, and metal pipes with insulated connection may not be readily detected. If the owner is aware that such utilities are present, please notify us. The owner should also provide Terracon all available utility drawings for the site.

**Boring Layout and Elevations:** We will use handheld GPS equipment to locate borings with an estimated horizontal accuracy of  $\pm 20$  feet. Stakes will be placed at the locations of the borings site to allow the project surveyor to survey the locations at a later time.

**Subsurface Exploration Procedures:** We will advance the exploratory borings with a track-mounted drill rig using continuous flight augers (solid stem and/or hollow stem, as necessary, depending on soil conditions). Soil samples will be obtained using thin-wall tube and/or split-barrel sampling procedures. Four samples will generally be obtained in the upper 10 feet of each boring, and samples will be obtained at depth intervals of approximately 5 feet thereafter. Upon encountering bedrock or refusal-to-drilling conditions within the abutment and intermediate bent borings, the borings will be extended into the bedrock using N-series rock coring procedures. A minimum of 10 feet of rock coring will be performed at each bridge boring. Water will be used as a drilling fluid for rock coring and the spent water will be discharged on site. Our compensation



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and budget considers water is available on-site. We will transport the samples to our laboratory for observation, testing, and classification.

Our drill crew will prepare field boring logs, which will include sampling depths, visual classifications of materials encountered during drilling, and the drill crew's interpretation of subsurface conditions between samples. Ground water observations will also be recorded during drilling operations.

Our field crew will backfill the boreholes with auger cuttings after completion of drilling. Excess auger cuttings will be disposed of on the site by spreading in the area of each boring. Because backfill material often settles below the surface after a period of time, the site owner should observe the boreholes periodically and backfill them, if necessary. Terracon's scope of services does not include any responsibility for future maintenance or backfilling of the boreholes.

We will take reasonable efforts to reduce damage to the property as a result of our exploration activities. However, in the normal course of our services, some disturbance, such as rutting of the ground surface, may occur. We have not budgeted to restore the site beyond backfilling our boreholes. If there are any restrictions or special requirements regarding this site or exploration, please provide them with your acceptance of this proposal.

### **Safety**

We have not been advised by our client of any environmental concerns at this project site that would create health or safety hazards associated with our exploration program. Our scope is based on standard OSHA Level D Personal Protection Equipment (PPE) (e.g., hard hats, safety glasses, gloves, and steel-toed boots). Our scope of services does not include any level of environmental site assessment services. If environmental PPE or special borehole backfilling/sealing procedures become necessary, we will terminate the exploration and discuss revisions to our scope and fee with you before we commence further drilling.

### **Laboratory Testing**

The project engineer will review field data and assign laboratory tests. Based on our understanding of the project, assigned tests may include the following.

- Water content
- Dry unit weight
- Atterberg limits
- Unconfined compressive strength
- Standard Proctor
- Consolidation tests



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Our laboratory testing program will include examination of soil samples by an engineer or geologist. Based on the material's texture and plasticity, we will describe and classify soil samples in general accordance with the Unified Soil Classification System (USCS). Rock core samples will be classified using locally accepted practices for engineering purposes.

### Engineering and Project Delivery

The results of our field and laboratory programs will be evaluated and a geotechnical engineering report will be prepared under the supervision of a licensed professional engineer. The report will contain a description of the project, a summary of the drilling, sampling, and testing procedures, boring logs, and laboratory test results. The report will provide geotechnical recommendations regarding the following items:

- Earthwork considerations including site preparation, fill materials, and compaction requirements
- Design parameters and construction considerations for shallow foundations (if applicable based on soil and rock conditions encountered in the borings), including allowable bearing pressure, minimum frost depth, and estimated settlement
- Design parameters and construction considerations for deep foundations (driven steel H-piles and/or drilled shafts, if applicable based on the soil and rock conditions encountered in the borings), including allowable end bearing pressure and estimated settlement
- L-pile parameters for lateral resistance of deep foundations
- Subgrade preparation considerations for grade-supported pavements
- Lateral earth pressure parameters for design of abutment walls
- Maximum slope recommendations for the on-site soils. Slope stability analyses are not included in our scope or budget.
- AASHTO Seismic site class

Your project will be delivered using our **GeoReport®** system. Upon initiation, we will provide you and your design team the necessary link and password to access the website. Each project includes a calendar to track the schedule, an interactive site map, a listing of team members, access to the project documents as they are uploaded to the site, and a collaboration portal. The typical delivery process includes the following:

- Project Planning – Proposal information, schedule and anticipated exploration plan will be posted for review and verification
- Site Characterization – Findings of the site exploration
- Geotechnical Engineering – Recommendations and geotechnical engineering report

When utilized, our collaboration portal documents communication, eliminating the need for long email threads. This collaborative effort allows prompt evaluation and discussion of options related to the design and associated benefits and risks of each option. With the ability to inform all parties

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as the work progresses, decisions and consensus can be reached faster. In some cases, only minimal uploads and collaboration will be required, because options for design and construction are limited or unnecessary. This is typically the case for uncomplicated projects with no anomalies found at the site.

When services are complete, we upload a printable version of our completed geotechnical engineering report. The staged submittals, records of collaboration communications, and the report are maintained in our system. This allows future reference and integration into subsequent aspects of our services as the project goes through final design and construction.

### **Additional Services**

In addition to the scope of services described above, the following services are often associated with geotechnical engineering services. Fees for services described above do not include the following:

**Review of Plans and Specifications:** Our geotechnical report and associated verbal and written communications will be used by others in the design team to develop plans and specifications for construction. Review of project plans and specifications is a vital part of our geotechnical engineering services. This consists of review of project plans and specifications related to site preparation, earthwork, foundations, and pavements. Upon completion of our review, we will issue a letter that summarizes our opinions related to the consistency of the plans and specifications with respect to our geotechnical engineering recommendations.



## EXHIBIT C - COMPENSATION AND PROJECT SCHEDULE

### Compensation

Based upon our understanding of the site, the project as summarized in Exhibit A, and our planned Scope of Services outlined in Exhibit B, our fee is shown in the following table:

Task	Lump Sum Fee
Subsurface Exploration, Laboratory Testing, and Geotechnical Report	\$26,500

Additional services not part of the lump sum fee include the following:

Additional Services (see Exhibit B)	Lump Sum Fee	Initial for Authorization
Plans and Specifications Review	\$500	

If we encounter conditions that will require a revision of our scope of services or will result in substantially greater costs, we will contact you and obtain your approval prior to initiating these services. If we are authorized to proceed and the client subsequently postpones or cancels the work, we will invoice the client for the costs of project set up and mobilization incurred prior to notice of cancellation.

We are available confer with the client after submittal of our report. Consultation is beyond the scope of this proposal and would be charged at \$130 per hour for a Project Engineer and \$180 per hour for a Senior Engineer.

We understand that this proposal will be included in a negotiated agreement of services between HDR and Terracon.

### Project Schedule

We developed a schedule to complete the scope of services based upon our existing availability and understanding of your project schedule. However, this does not account for delays in field exploration beyond our control, such as weather conditions, permit delays, or lack of permission to access the boring locations. In the event the schedule provided is inconsistent with your needs, please contact us so we may consider alternatives.

<i>GeoReport</i> ® Delivery	Posting Date from Notice to Proceed <sup>1,2</sup>
Project Planning	2 days
Drilling Completion	2 weeks
Site Characterization	3 weeks

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<b>GeoReport® Delivery</b>	<b>Posting Date from Notice to Proceed <sup>1, 2</sup></b>
Geotechnical Engineering Report	4 weeks <sup>3</sup>

1. Upon receipt of your notice to proceed we will activate the schedule component of our **GeoReport®** website with specific, anticipated calendar days for the three delivery points noted above as well as other pertinent events such as field exploration crews on-site, etc.
2. We will maintain a current calendar of activities within our **GeoReport®** website. In the event of a need to modify the schedule, the schedule will be updated to maintain a current awareness of our plans for delivery.
3. If consolidation tests are performed, the delivery time will increase to 6 weeks



## MASTER SERVICES AGREEMENT

### TASK ORDER

This **TASK ORDER** is issued under the **MASTER SERVICES AGREEMENT** dated 10/23/2017 between HDR Engineering, Inc. ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the Edgerton Bridge project ("Project"), as described in the Project Information section of the Consultant's Task Order Proposal dated 12/03/2018 ("Task Order Proposal") unless the Project is otherwise described below or in Exhibit A to this Task Order (which section or Exhibit are incorporated into this Task Order). This Task Order is incorporated into and part of the Master Services Agreement.

#### 1. Project Information

See attached proposal

#### 2. Scope of Services

The scope of Services to be provided under this Task Order are described in the Scope of Services section of the Consultant's Task Order Proposal, unless Services are otherwise described below or in Exhibit B to this Task Order.

See attached proposal

#### 3. Compensation

Client shall pay compensation for the Services performed at the fees stated in the Task Order Proposal unless fees are otherwise stated below or in Exhibit C to this Task Order.

See attached proposal

All terms and conditions of the **Master Services Agreement** shall continue in full force and effect. This Task Order is accepted and Consultant is authorized to proceed.

Consultant: **Terracon Consultants, Inc.**  
By: K.C. Berg Date: **12/5/2018**  
Name/Title: **Kole C. Berg, P.E / Senior Associate**  
Address: **15620 W 113th St**  
**Lenexa, KS 66219-5102**  
Phone: **(913) 492-7777** Fax: **(913) 492-7443**  
Email: **Kole.Berg@terracon.com**

Client: **HDR Engineering, Inc.**  
By: \_\_\_\_\_ Date: \_\_\_\_\_  
Name/Title: **Simon Sun / Associate/Roadway Section Manager**  
Address: **10450 Holmes Rd Suite 600**  
**Kansas City, MO 64131**  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
Email: **simon.sun@hdrinc.com**

## KPERS' APPROVAL

The Adoption Agreement is approved by KPERS. Contributions shall first be remitted under this Adoption Agreement as follows:

- ☐ Within 15 business days after the Payroll Period ending \_\_\_\_\_, \_\_\_\_\_.
- ☐ Other (must specify) \_\_\_\_\_.
- ☐ In the case of an amendment to an existing Adoption Agreement, contributions shall continue on the existing schedule unless new employee classes are added, in which case contributions for such new employee classes shall first be remitted on \_\_\_\_\_.

Dated: \_\_\_\_\_

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

Title: \_\_\_\_\_  
on behalf of KPERS