

**EDGERTON CITY COUNCIL
MEETING AGENDA
CITY HALL, 404 EAST NELSON STREET
November 12, 2015**

Call to Order

1. **Roll Call** ____ Roberts ____ Longanecker ____ Crooks ____ Troutner ____ Brown ____ Crist
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. Agenda Approval
5. Approve City Council Meeting Minutes October 22, 2015

Regular Agenda

6. **Public Comments.** Persons who wish to address the City Council regarding items not on the agenda and that are under the jurisdiction of the City Council may do so when called upon by the Mayor. Comments on personnel matters and matters pending before court or other outside tribunals are not permitted. Please notify the City Clerk before the meeting if you wish to speak. Speakers are limited to three (3) minutes. Any presentation is for informational purposes only. No action will be taken.
7. **Declaration.** At this time Council members may declare any conflict or communication they have had that might influence their ability to impartially consider today's issues
8. Consider Requests for the Use of City of Edgerton Water Towers for the Location of Equipment to Provide Wireless Internet Service

Business Requiring Action

9. **CONSIDER PRELIMINARY DESIGN/BUILD AGREEMENT WITH BURNS & MCDONNELL/CAS CONSTRUCTION FOR EDGERTON WASTEWATER TREATMENT FACILITY CONVERSION AND CONVEYANCE SYSTEM**

Motion: _____ Second: _____ Vote: _____

10. **CONSIDER SELECTION OF A VENDOR FOR AUTOMATED METER READING PROJECT AND AUTHORIZATION TO SUBMIT TO KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT AS PREFERRED PROJECT**

Motion: _____ Second: _____ Vote: _____

11. Report by the City Administrator

- Possible Upcoming Work Sessions – Capital Improvements (Nov 19) and Sheriff's Office (Dec 3rd)
- City Council Meeting Schedule – November/December
- Jet.com Hiring Fair at Learning and Career Center
- Updated Research on Breed Specific Legislation

12. Report by the Mayor

13. Future Meeting/Event Reminders:

- November 16th 4:30 – 6:30 PM – Big Bull Creek Public Open House at New Century Fieldhouse
- November 18th Noon – Senior Lunch
- November 18th 4 – 7 PM – Jet.com Hiring Fair at Learning and Career Center
- November 26th and 27th – City Hall CLOSED Thanksgiving
- December 4th 6:30 PM – Mayor's Christmas Tree Lighting and Meet Santa
- December 8th 7:00 PM – Planning Commission
- December 10th 7:00 PM – City Council Meeting
- December 16th Noon – Senior Lunch
- December 25th – City Hall Closed
- January 1st – City Hall Closed

14. Adjourn Motion: _____ Second: _____ Vote: _____

**City of Edgerton, Kansas
Minutes of City Council Regular Session
October 22, 2015**

A Regular Session of the City Council was held in the Edgerton City Hall, 404 E. Nelson, Edgerton, Kansas on October 22, 2015. The meeting convened at 7:00 p.m. with Mayor Roberts presiding, and City Clerk Janeice L. Rawles recording.

1. ROLL CALL

Charlie Troutner	present
Cindy Crooks	present
Darius Crist	present
Clay Longanecker	present

Jody Brown	absent
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With a quorum present, the meeting commenced.

Staff in attendance:	City Administrator Beth Linn
	Community Development Director Kenny Cook
	City Attorney Patrick Reavey
	City Superintendent Mike Mabrey
	Johnson County Sheriff Department Representative

2. WELCOME AND PLEDGE OF ALLEGIANCE

3. CONSENT AGENDA

- Agenda Approval
- Approve City Council Meeting Minutes October 8 , 2015
- Approve re-appointment of Ron Conus and Maria O'Neill to the planning Commission
- Approve 2016 Human Service Fund Recommendations

Motion by Crooks, seconded by Troutner, to approve the consent agenda.

Motion was approved, 4-0.

4. PUBLIC COMMENTS

1) Carl Cook, 909 W. 8th Street, was present to speak about the need for speed limit signs, stop signs, a traffic control device; and lack of sidewalks on west 8th Street. Mr. Cook explained about the school children walking and riding their bikes in the street and the cars driving too fast. City Administrator Beth Linn will look into the matter and have more information available to the Mayor and city council.

2) Kim Fibelkorn, 1106 W. 7th Street, is concerned about "no sidewalk" on West Eighth Street. She told about children walking and riding bicycles, joggers, walkers, and even people with strollers

with babies that are forced to be in the street because there is no sidewalk for them to walk on. Ms. Fibelkorn stated that the need for a sidewalk on the east side of West Eight Street is absolutely necessary.

5. DECLARATIONS BY COUNCIL MEMBERS

There were no declarations by any council members

BUSINESS REQUIRING ACTION

6. ORDINANCE NO. 1003 AMENDING ARTICLE 2 OF CHAPTER XIV OF THE EDGERTON, KANSAS MUNICIPAL CODE TO REMOVE EXISTING SECTION 14-202 PERTAINING TO THE "IDLING" OF MOTOR VEHICLES WITHIN THE CITY WAS CONSIDERED

At the October 8th, 2015 City Council meeting, city staff was directed to redraft the ordinance to remove Section 14-202 of Article 2 of Chapter XIV of the Edgerton, Kansas Municipal Code pertaining to the "Idling" of motor vehicles within the City. By removing the provisions of idling motor vehicles from the City of Edgerton Municipal Code, the State of Kansas Administrative Regulations (KAR 28-19-712 through KAR 28-19-712d) will remain enforceable by Kansas Department of Health and Environment and Johnson County Department of Environmental Health.

Motion by Longanecker, seconded by Troutner, to approve Ordinance No. 1003 amending Article 2 of Chapter XIV of the Edgerton, Kansas Municipal Code to remove existing Section 14-202 pertaining to the "Idling" of motor vehicles within the city.

Motion approved 4-0.

7. PUBLIC HEARING REGARDING RESOLUTION 10-22-15A CONSENTING TO THE PARTIAL ASSIGNMENT OF A RESOLUTION OF INTENT FROM EDGERTON LAND HOLDING COMPANY, LLC TO ELHC XV, LLC. OR ITS SUCCESSORS IN INTEREST WAS CONSIDERED

Mayor Roberts opened the public hearing at 7:24 pm. Mayor Roberts asked for comments or questions from the council or from the public. Scott Anderson with SA Legal Advisors and Jeff White with Columbia Capital were in the audience to answer questions.

There were no questions or comments.

Mayor Roberts closed the public hearing at 7:26.

8. RESOLUTION 10-22-15A CONSENTING TO THE PARTIAL ASSIGNMENT OF A RESOLUTION OF INTENT FROM EDGERTON LAND HOLDING COMPANY, LLC TO ELHC XV, LLC. OR ITS SUCCESSORS IN INTEREST WAS CONSIDERED

Motion by Crooks, seconded by Longanecker, to approve Resolution 10-22-15A consenting to the partial assignment of a resolution of intent from Edgerton Land Holding Company, LLC to ELHC XV, LLC or its successors in interest.

Motion approved 4-0.

9. RESOLUTION 10-22-15B DETERMINING THE INTENT OF THE CITY OF EDGERTON, KANSAS, TO ISSUE ITS INDUSTRIAL REVENUE BONDS IN THE APPROXIMATE AMOUNT OF \$19,000,000 TO PAY THE COST OF ACQUIRING, CONSTRUCTING AND EQUIPPING A COMMERCIAL FACILITY FOR THE BENEFIT OF TRANSPAC LEASING INCORPORATED WAS CONSIDERED

The City received an application for the issuance of industrial revenue bonds from Transpac Leasing Incorporated for its container storage facility project.

Motion by Longanecker, seconded by Crooks to approve Resolution 10-22-15B determining the intent of the City of Edgerton, Kansas to issue its industrial revenue bonds in the approximate amount of \$19,000,000 to pay the cost of acquiring, constructing and equipping a commercial facility for the benefit of Transpac Leasing Incorporated.

Motion was approved 4-0.

10. A JOINT PROPOSAL FROM COLUMBIA CAPITAL MANAGEMENT, LLC/RAFTELIS FINANCIAL CONSULTANTS, INC. TO PROVIDE UTILITY RATE ANALYSIS FOR WATER AND WASTEWATER UTILITIES AND FINANCIAL ANALYSIS IN SUPPORT FOR FUTURE LOAN APPLICATIONS WAS CONSIDERED

City Administrator Beth Linn presented some background information about the proposal from Columbia Capital Management, and introduced Jeff White with Columbia Capital Management to explain the process and answer any questions. During the 2016 Budget, process the city identified the need for a significant infrastructure project for both water and sewer. Both of these projects would be eligible for a state revolving loan fund which requires a financial capability analysis. Columbia Capital Management, the City's Financial Advisor has submitted a joint proposal with Raftelis Financial Consultants Inc. (RFC). Raftelis Financial Consultants Inc. provides many different financial and rate consulting services to help utilities meet their goals while maintaining a financially sustainable organization.

Motion by Crooks, seconded by Crist, to approve the joint proposal from Columbia Capital Management, LLC/Raftelis Financial Consultants, Inc. to provide utility rate analysis for water and wastewater utilities and financial analysis in support for future loan application.

Motion was approved, 4-0.

11. REPORT BY THE CITY ADMINISTRATOR

1) Upcoming Work Sessions – Capital Improvements – Council will make a motion at the next meeting, if a second meeting in November is necessary. If so, Capital Improvement Projects will be discussed at this time. Council member Longanecker would like to discuss sidewalks on West Eighth Street. Council member Crooks would like to discuss a swimming pool or a spray park.

2) Big Bull Creek Park Master Plan Process Update – Johnson County Parks and Recreation Department will host a Grand Opening on November 16th, 2015 from 4:40 pm- 6:30 pm. The open house will be held at the New Century Field House, New Century Parkway, New Century Kansas.

3) City Council Meeting Schedule – November/December. Discussion about the second meeting in the months of November and December, a formal motion will be made at the first meeting of each of the months to determine if a second meeting will be needed.

Ms. Linn informed the Mayor and council that the office is getting a swipe machine for credit cards, all present expressed their support for the swipe machine.

The third quarter reports were passed out to Mayor, Council and audience members. All reports were presented by City Administrator in depth. She explained the general, water and sewer funds, revenues and expenses.

12. REPORT BY THE MAYOR

- The Mayor asked Council Member Troutner to present information about the League Conference in Topeka. Council member Troutner began with thanking all present for the opportunity to attend the conference. He reported that he learned a lot and did a lot of networking with Council members from other cities. He stated that the classes were very informative.
- The Mayor informed everyone about the Red Flag Warning, which means “NO BURNING”
- The new planning commissioner member Elliott Lahn was introduced by the Mayor.

13. FUTURE MEETING/EVENT REMINDERS

- October 25th 4:00 – 7:00 – Halloween Fest
- October 29th 4:00 – 7:00pm Learning and Career Center Open House 30750 West 193rd Street (SE corner of Jet.com/Excel Industries); Ribbon Cutting at 4:30 pm
- November 10th 7:00 pm – Planning Commission Meeting
- November 12th 7:00 pm – City Council Meeting
- November 18th Noon – Senior Lunch
- November 26th and 27th – City Hall CLOSED for Thanksgiving Holiday

Council member Crooks informed the Mayor and Council that she and Tegan Meadors, Edgerton Park and Recreation Coordinator and City Administrator Beth Linn met with the Johnson County Sheriff Department about some educational sessions for Edgerton residents offered by the Johnson County Sheriff’s Department. These sessions would be held at the Edgerton Community Building.

14. EXECUTIVE SESSION

Motion by Longanecker, seconded by Troutner, to recess into executive session for fifteen minutes, for Attorney/Client privilege to include City Administrator and City Attorney.

Motion was approved, 4-0.

Meeting recessed at 8:30 pm.

Motion by Crooks, seconded by Troutner, to return to regular meeting, no action taken.

Motion was approved, 4-0.

Meeting reconvened at 8:47 pm.

Motion by Crooks, seconded by Longanecker, to recess into executive session for ten minutes for Attorney/Client privilege to include City Administrator and City Attorney.

Motion was approved, 4-0.

Meeting recessed at 8:50 pm.

Motion by Troutner, seconded by Crist, to return to regular meeting.

Motion was approved, 4-0.

Meeting reconvened at 9:00 pm.

15. PRELIMINARY DESIGN/BUILD AGREEMENT WITH BURNS & MCDONNELL/CAS CONSTRUCTION FOR EDGERTON WASTEWATER TREATMENT FACILITY CONVERSION AND CONVEYANCE SYSTEM WAS CONSIDERED

City Administrator Beth Linn introduced Jeff Keller with Burns McDonnell/CAS Construction. The discussion concerned closing, conversion, and scope of work. Council favored tabling until November 12, 2015.

Motion by Crooks, seconded by Longanecker, table matter until November 12, 2015.

Motion approved, 4-0.

16. ADJOURN

Motion by Crooks, seconded by Troutner, to adjourn. Motion was approved, 4-0.

The meeting adjourned at 9:20 p.m.

Janeice L. Rawles, CMC
City Clerk

Approved by the Governing Body on _____

AGENDA ITEM INFORMATION FORM

Agenda Item: Consider Requests for the Use of City of Edgerton Water Towers for the Location of Equipment to Provide Wireless Internet Service

Department: Community Development

Background/Description of Item: The City has been approached by two companies with requests for the leasing of space on City Water Towers to place wireless equipment to provide broadband internet service to the area. The companies that are interested in leasing space are Kansas WIFI, LLC and Mercury Wireless.

Both of these companies are proposing different structures in regards to payment for the use of the towers which are as follows:

Kansas WIFI, LLC:

No charge internet (10 mbps)

\$30 per year for each radio mounted on an Edgerton tower (city provided electricity)

Monthly payment based on the number of customers connect to radio on water tower:

# of Customers	\$ per Customer
1-100	\$2.00
101-200	\$2.50
201-300	\$3.00
301-400	\$3.50
401-500	\$4.00
501-600	\$4.50
601+	\$5.00

Mercury Wireless:

\$50.00-\$75.00 per radio per month (5 or 6 radios expected)

2 or 3 free accounts.

Some towns have negotiated a trade for providing bandwidth to the town

100-200mbps of bandwidth at community hall in exchange for tower space

Currently, the City is leasing space on one of our water towers with AT&T with which the City receives \$2,210.89 per month. AT&T currently has 9 antennas and the amount increases 3% each year. The agreement with AT&T started with \$1000 per month plus \$75 for each antenna installed.

Staff has discussed this proposal with the company that performs maintenance on our water towers and would not expect the cost of maintenance to increase due to an increase in equipment being placed on the structures. Utility Service Company requested the opportunity to review method for installation of equipment and wires placed on the towers to prevent future problems for the structures or future maintenance.

Staff requests direction from City Council regarding a desire to move forward with negotiation of agreements with either/both carriers for the use of the water towers for these types of facilities. Staff has identified several concerns for City Council to consider. First, while there is no restriction which says that the City cannot charge different rates for different entities using the same infrastructure/facility,

staff does have some concern that approving a lease agreement which is significantly less than our current agreement with AT&T could impact future negotiations with this carrier or possibly other carriers that might have a desire to locate on these facilities in the future. Second, the placement of these facilities on the tower might take space which could be desired by AT&T or other carriers or that might conflict with each other. Finally, installation of equipment on this infrastructure could alter or effect the city's long-range plan for these facilities and what abilities will be put in place that would allow for us to have these improvements removed from the water tower(s) (for maintenance or full removal) and what type of notice is required.

If City Council would provide direction to pursue contract negotiations with one or both carriers requesting use of the facilities, staff would work with City Attorney to draft an agreement for consideration at a future council meeting.

Enclosure: Kansas WIFI LLC Proposal
Mercury Wireless Proposal

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

Recommendation:

Funding Source: NA

Prepared by: Kenneth Cook, Community Development Director
Date: November 9, 2015

UPDATED INFORMATION ADDED IN BOLD TO END OF AGENDA ITEM

AGENDA ITEM INFORMATION FORM

Agenda Item: Consider Preliminary Design/Build Agreement with Burns & McDonnell/CAS Construction for Edgerton Wastewater Treatment Facility Conversion and Conveyance System

Department: Utilities

Background/Description of Item: In June 2014, the City of Edgerton received the Kansas Water Pollution Control Permit for the Edgerton Wastewater Treatment Facility (EWWTF). Section E of this permit (Schedule of Compliance) listed several requirements from the Kansas Department of Health and Environment (KDHE) including significantly more stringent nutrient removal requirements for plant effluent. Edgerton WWTF was constructed in 1981. Significant construction and upgrade would be required at EWWTF to meet the nutrient removal standards required by KDHE.

In January 2015, city staff together with City Engineer presented to City Council an alternate plan to remove the existing EWWTF out of service by June 30, 2019 by installing a pump station and force main to transport the sewage to the Big Bull Creek Wastewater Treatment Facility (BBC WWTF). Edgerton City Council approved Resolution No. 01-22-15A in support of this concept. This alternate approach was approved by Kansas Department of Health and Environment (KDHE) as shown in the attached letter dated March 2015.

Since that approval, several items have occurred prompting staff to consider accelerating the removal of the EWWTF and installation of a pump station with connection to BBC WWTF. First, Kansas City Power and Light was recently approved for a nine percent (9%) rate increase beginning October 1st. Electricity is a significant cost in the operation of a wastewater treatment facility. Second, Big Bull Creek has been operational for over a year which provides the City actual flow data that was not available in January. This flow data illustrates the ability for BBC WWTF to accept current daily flows handled by EWWTF. Finally, the influent flow meter shorted at EWWTF. The meter no longer reads accurately and is erratic at times. Replacement of the meter is estimated at \$3000 as the parts are obsolete. Additionally the pump with the belt press effluent is not functioning. These equipment failures are signs of the age of infrastructure for the EWWTF. Staff becomes increasingly concerned about the ability to service and/or replace parts at EWWTF.

Based on these items, staff explored accelerating the time schedule for conversion of the EWWTF to a pump station with a connection to BBC WWTF. This connections provides several benefits once complete including Edgerton's ability to guarantee flow to the BBC WWTF, reduce administrative costs (including personnel, chemicals, utilities, sludge removal) for operating two plants simultaneously and ability to accelerate meeting the nutrient removal requirements required by KDHE.

Staff recommends securing the same design-build team used for BBC WWTF (Burns & McDonnell/CAS Construction). Using this team would significantly decrease the time and cost involved as this project was discussed during the BBC WWTF project. The team is already familiar with city infrastructure (including both plants) and has a strong relationship with staff and City Engineer.

UPDATED INFORMATION ADDED IN BOLD TO END OF AGENDA ITEM

SCOPE OF WORK

The preliminary design-build agreement is structured very similar to BBC WWTF. The scope of the work for the preliminary d/b agreement is listed below. Staff and City Engineer has reviewed the scope of work and is in agreement.

- A. Pump Station siting evaluation, considering up to 2 locations.
- B. Evaluate the potential to eliminate the influent 8-inch sanitary sewer and utilize only the existing 10-inch overflow line. Evaluation will consist of a limited desktop hydraulic evaluation of the upstream line capacity and the potential for creating backups within the existing system. Evaluation is limited to 3 manholes upstream from the City WWTP.
- C. Pump station sizing evaluation based on average day and peak flow rates provided by Owner.
- D. Preliminary force main sizing and material assessment/recommendation
- E. Force main alignment study, assuming 1 alignment as provided by City.
- F. Preliminary hydraulic evaluation and pump sizing
- G. Assess the project permitting requirements
- H. Assess the project easement requirements
- I. Topographic survey for the selected alignment option, selected pump station site, and a limited number of key upstream manholes from the selected pump station site. Survey will include a pipeline corridor generally 100ft wide as well as the area for the proposed pump station as well as manhole lid and invert elevations immediately upstream of the City WWTP including 2 manhole locations west of 5th Street.
- J. Property identification, title research and development of strip maps in support of the City's property acquisition.
- K. Geotechnical investigation for the selected alignment option, including up to 3 borings at the potential pump station site, 2 near the local rock quarry, 2 near Bull Creek, and 8 probes to determine depth to rock. Note that this limited number of probes will be used to develop an estimated quantity of rock excavation for our subcontractor, and a unit adjustment price will be used to address any changes in final quantities.
- L. Develop and distribute letters to appropriate agencies and organizations as identified for the State's Intergovernmental Review process. It is anticipated that at least 2-3 agencies will not be able to provide approval Surveys for endangered species, wetlands, and cultural resource are to be completed in a future scope of work. No additional permitting or permitting fees are included.
- M. Develop a Preliminary Engineering Report for approval by the City and submittal to the Kansas Department of Health and Environment, describing the project, major equipment sizing, pipeline route, opinion of probable cost, project schedule, and any other key pieces of information as required for the State of Kansas' Revolving Loan Fund Program.
- N. Attend monthly design progress meeting with the City as well as three City Council meetings, including 2 public hearings.
- O. Develop a letter report to the City describing the recommended approach and key activities for decommissioning the existing City Wastewater Treatment Plant.
- P. Development of a stipulated price for the Project described to be used in the development of a subsequent Design/Build Agreement.

COST

Similar to the scope of work, the cost structure for this agreement set up very similar to the preliminary agreement for BBC WWTP. Listed below are categories of cost used to develop the total price for agreement. Three categories of work are provided for with an allowance to include subsurface

UPDATED INFORMATION ADDED IN BOLD TO END OF AGENDA ITEM

investigation, topographical survey and environmental permits. These items of work will not exceed the amount listed below, but will only be billed for services provided. Total costs not to exceed \$200,800.

- A. For professional services associated with preliminary design and Stipulated Price Development, a lump sum amount of: \$115,800
- B. For construction estimating and logistics analysis, a lump sum amount of: \$4,500
- C. For its out-of-pocket costs, for subsurface investigation, an allowance of: \$30,000
- D. For its out-of-pocket costs, for topographic survey, title research, strip maps and legal descriptions, and allowance of: \$41,200
- E. For assistance in acquiring environmental permits including preparation of letters for distribution to appropriate agencies and organizations identified as part of the State's Intergovernmental Review process for the proposed pipeline alignments and pump station site, an allowance of: \$9,300

FUNDING

In the response letter to the City, KDHE mentions the availability of Kansas Water Pollution Control Revolving Fund (KWPCRF) available for the City's use on this project. Staff has spoken to KDHE and confirmed the availability of those funds. Additionally, staff has confirmed the ability to amend our existing KDHE loan for BBC WWTF to include a design-build project for the conversion of the EWWTF and construction of a conveyance system. KDHE has confirmed the project would be eligible. Additionally, the design-build team has agreed to defer the cost of the preliminary design-build cost until approval of the design-build agreement and the guaranteed maximum price for construction. If City Council would choose not to move forward with the project at that time, the team would invoice the City for the preliminary design-build agreement costs immediately. This flexibility allows the City to secure funding through the State Revolving Loan program and complete items necessary as part of the program include a financial capability analysis. The preliminary design-build agreement costs would be eligible for reimbursement through the KWPCRF once the loan is amended.

SCHEDULE

Preliminary Design-Build Agreement includes 120 calendar days from execution of the agreement. Near the end of that time, staff together with the design-build team will bring forward the design-build agreement to include the recommended construction scope of work with guaranteed maximum price for consideration by City Council.

City Attorney has reviewed preliminary design-build agreement and terms and conditions. City Attorney and D/B team are still negotiating final terms and conditions. Staff would recommend approval of the Preliminary Design-Build Agreement with two changes to include invoice for completion of work will occur at time of approval of design-build agreement/GMP and the design year shall be 2035 with entire agreement and terms and conditions subject to final approval by City Attorney.

CITY ATTORNEY/CITY'S INSURANCE REPRESENTATIVE WORKED WITH THE DESIGN-BUILD TEAM TO REACH TERMS ON THE PRELIMINARY DESIGN-BUILD AGREEMENT. ENCLOSED IS AN UPDATED AGREEMENT. CITY ATTORNEY WILL REVIEW UPDATES FOR CITY COUNCIL DURING NOVEMBER 12, 2015 MEETING.

Enclosures: **UPDATED Preliminary Design-Build Agreement**
Correspondence from KDHE March 2015

Related Ordinance(s) or Statute(s):

UPDATED INFORMATION ADDED IN BOLD TO END OF AGENDA ITEM

Recommendation: Approve Preliminary Design/Build Agreement with Burns & McDonnell/CAS Construction for Edgerton Wastewater Treatment Facility Conversion and Conveyance System with two changes to include invoice for completion of work will occur at time of approval of design-build agreement/GMP and the design year shall be 2035 subject to final approval of Agreement and Terms and Conditions by City Attorney

Funding Source: Anticipated Kansas Water Pollution Control Revolving Loan Fund. No funding necessary until City Council considers Design-Build Agreement and Guaranteed Maximum Price

Prepared by: Beth Linn, City Administrator

Date: November 9, 2015

TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

Project:	Date of Letter, Proposal, or Agreement:
Client:	Client Signature:

1. SCOPE OF SERVICES

For the above-referenced Project, Burns & McDonnell Engineering Company / CAS Constructors, Edgerton Joint Venture 1. (The Joint Venture) will perform the services set forth in the above-referenced Letter, Proposal, or Agreement, in accordance with these Terms and Conditions. The Joint Venture has relied upon the information provided by Client in the preparation of the Proposal, and shall rely on the information provided by or through Client during the execution of this Project as complete and accurate without independent verification.

2. PAYMENTS TO THE JOINT VENTURE

A. Compensation will be as stated in the above-referenced Letter, Proposal, or Agreement. Statements will be in The Joint Venture's standard format and are payable upon receipt. Time is of the essence in payment of statements, and timely payment is a material part of the consideration of this Agreement. A late payment charge will be added to all amounts not paid within 30 days of statement date and shall be calculated at 1.5 percent per month from statement date. Client shall reimburse any costs incurred by The Joint Venture in collecting any delinquent amount, including reasonable attorney's fees. If a portion of The Joint Venture's statement is disputed, Client shall pay the undisputed portion by the due date. Client shall advise The Joint Venture in writing of the basis for any disputed portion of any statement.

B. Taxes as may be imposed on professional consulting services by state or local authorities shall be in addition to the payment stated in the above-referenced Letter, Proposal, or Agreement.

3. INSURANCE

A. During the course of performance of its services, The Joint Venture parties will be required to provide Errors and Omissions or Professional Liability Insurance with limits of \$1,000,000 per claim and in the aggregate, Worker's Compensation insurance with limits as required by statute, Employer's Liability insurance with limits of \$1,000,000, and Commercial General Liability and Automobile Liability insurance each with combined single limits of \$1,000,000.

B. If the Project involves on-site construction, construction contractors shall be required to provide (or Client may provide) Owner's Protective Liability Insurance naming Client as a Named Insured and The Joint Venture as an Additional Insured or to endorse Client and The Joint Venture using ISO form CG 20 10 11 85 endorsement or its equivalent as Additional Insureds on all construction contractor's liability insurance policies covering claims for personal injuries and property damage in at least the amounts required of The Joint Venture in 3A above. Construction contractors shall be required to provide certificates evidencing such insurance to Client and The Joint Venture. Contractor's compensation shall include the cost of such insurance including coverage for contractual and indemnification obligations herein.

C. Subject to Paragraph 5.C. herein below, Client and The Joint Venture release each other and waive all rights of subrogation against each other and their officers, directors, agents, or employees for damage covered by property insurance during and after the completion of The Joint Venture's services. A provision similar to this shall be incorporated into all construction contracts entered into by Client, and all construction contractors shall be required to provide waivers of subrogation in favor of Client and The Joint Venture for damage covered by any construction contractor's property insurance.

4. INDEMNIFICATION

A. To the extent allowed by law, Client will require all construction contractors to indemnify, defend, and hold harmless Client and The Joint Venture from any and all loss where loss is caused or alleged to be caused in whole or in part by the construction contractors, their employees, agents, subcontractors or suppliers.

B. Client may make and retain copies for information and reference in connection with the use and occupancy of the Project by Client and others; however, such documents are not intended or represented to be suitable for reuse by Client or others outside of this agreement. Any reuse without written verification or adaptation by the Joint Venture for the specific purpose intended or construction of the intended project by a builder or design builder other than the Joint Venture will be at Client's sole risk and without liability or legal exposure to the Joint Venture, or to the Joint Venture's independent professional associates or consultants, and Client shall indemnify and hold harmless the Joint Venture and the Joint Venture's independent professional associates and consultants from and against all claims, damages, losses, and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation by the Joint Venture will entitle the Joint Venture to further compensation at rates to be agreed upon by Client and the Joint Venture.

C. If this Project involves construction and The Joint Venture does not provide consulting services during construction including, but not limited to, on-site monitoring, site visits, site observation, shop drawing review, and/or design clarifications, Client agrees to indemnify and hold harmless The Joint Venture from any liability arising from this Project or Agreement, except to the extent caused by The Joint Venture's negligence.

5. PROFESSIONAL RESPONSIBILITY- LIMITATION OF REMEDIES

A. The Joint Venture will exercise reasonable skill, care, and diligence in the performance of its services and will carry out its responsibilities in accordance with customarily accepted professional practices. If The Joint Venture fails to meet the foregoing standard, The Joint Venture will perform at its own cost, the professional services necessary to correct errors and omissions reported to The Joint Venture in writing within one year from the completion of The Joint Venture's services for the Project. No warranty, express or implied, is included in this Agreement or regarding any drawing, specification, or other work product or instrument of service. Provided, however, that the one-year notice period stated herein shall not be construed as applying to, or being incorporated by, any subsequent Agreement between Client and the Joint Venture.

B. In no event will The Joint Venture be liable for any special, indirect, or consequential damages including, without limitation, damages or losses in the nature of increased Project costs, loss of revenue or profit, lost production, claims by customers of Client, and/or governmental fines or penalties.

C. The Joint Venture's aggregate liability for all damages connected with its services for the Project, not excluded by the preceding subparagraph, will not exceed the amount of applicable insurance maintained by The Joint Venture under this Agreement. Provided, that nothing herein shall be construed as allowing or requiring that any liability for damages connected with the Joint Venture's services for the Project, and which liability is covered by the amount of the Joint Venture's applicable insurance required under this Agreement, will be covered or paid by any insurance maintained by the Client.

D. These mutually negotiated obligations and remedies stated in this Paragraph 5, Professional Responsibility – Limitation of Remedies, are the sole and exclusive obligations of The Joint Venture and remedies of Client, whether liability of The Joint Venture is based on contract, warranty, strict liability, tort (including negligence), indemnity, or otherwise. Provided, however, that nothing in this Limitation of Remedies provision shall be construed as applying to, or being incorporated by, any subsequent Agreement between Client and the Joint Venture.

6. PERIOD OF SERVICE AND SCHEDULE

The provisions of this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion of the services stated in the Proposal. The Joint Venture's obligation to render services hereunder will extend for a period that may reasonably be required for the completion of said services. The Joint Venture shall make reasonable efforts to comply with deliverable schedules (if any) and consistent with The Joint Venture's professional responsibility.

7. COMPUTER PROGRAMS OR MODELS

Any use, development, modification, or integration by The Joint Venture of computer models or programs does not constitute ownership or a license to Client to use or modify such computer models or programs.

8. ELECTRONIC MEDIA AND DATA TRANSMISSIONS

A. Any electronic media (computer disks, tapes, etc.) or data transmissions furnished (including Project Web Sites or CAD file transmissions) are for Client information and convenience only. Such media or transmissions are not to be considered part of The Joint Venture's instruments of service. The Joint Venture, at its option, may remove all indicia of its ownership and involvement from each electronic display.

B. The Joint Venture shall not be liable for loss or damage directly or indirectly, arising out of Client's use of electronic media or data transmissions.

9. DOCUMENTS

A. All documents prepared by The Joint Venture pursuant to this Agreement are instruments of service in respect of the Project specified herein. They are not intended or represented to be suitable for reuse by Client or others in extensions of the Project beyond that now contemplated or on any other Project. Any reuse, extension, or completion by Client or others without written verification, adaptation, and permission by The Joint Venture for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to The Joint Venture.

B. In the event that The Joint Venture is to reuse, copy or adapt all or portions of reports, plans, or specifications prepared by others, Client represents that Client either possesses or will obtain permission and necessary rights in copyright, patents, or other proprietary rights and will be responsible for any infringement claims by others. Client warrants the completeness, accuracy, and efficacy of the information, data, and design provided by or through Client (including prepared for Client by others), for which The Joint Venture shall rely on to perform and complete its services.

10. ESTIMATES, SCHEDULES, FORECASTS, AND PROJECTIONS

Estimates, schedules, forecasts, and projections prepared by The Joint Venture relating to loads, interest rates and other financial analysis parameters, construction costs and schedules, operation and maintenance costs, equipment characteristics and performance, and operating results are opinions based on The Joint Venture's experience, qualifications, and judgment as a professional. Since The Joint Venture has no control over weather, cost and availability of labor, cost and availability of material and equipment, cost of fuel or other utilities, labor productivity, construction contractor's procedures and methods, unavoidable delays, construction contractor's methods of determining prices, economic conditions, government regulations and laws (including the interpretation thereof), competitive bidding or market conditions, and other factors affecting such estimates or projections, The Joint Venture does not guarantee that actual rates, costs, quantities, performance, schedules, etc., will not vary significantly from estimates and projections prepared by The Joint Venture.

11. POLLUTION

In view of the uncertainty involved in investigating and recommending solutions to environmental problems and the abnormal degree of risk of claims imposed upon The Joint Venture in performing such services, notwithstanding the responsibility of The Joint Venture set forth in Paragraph 5A to the maximum extent allowed by law, Client agrees to release, defend, indemnify and hold harmless The Joint Venture and its officers, directors, employees, agents, consultants and subcontractors from all liability, claims, demands, damages, losses, and expenses including, but not limited to, claims of Client and other persons and organizations, reasonable fees and expenses of attorneys and consultants, and court costs, except where there has been a final adjudication that the damages were caused by The Joint Venture's willful or careless disregard of its obligations under this Agreement. Such indemnification includes claims arising out of, or in any way relating to, the actual, alleged, or threatened dispersal, escape, or release of, or failure to detect or contain, chemicals, wastes, liquids, gases, or any other material, irritant, contaminant, or pollutant.

12. ON-SITE SERVICES

A. Project site visits by The Joint Venture during investigation, observation, construction or equipment installation, or the furnishing of Project representatives shall not make The Joint Venture responsible for construction means, methods, techniques, sequences, or procedures; for construction safety precautions or programs; or for any construction contractor(s) failure to perform its work in accordance with the contract documents.

B. Client shall disclose to The Joint Venture the location and types of any known or suspected toxic, hazardous, or chemical materials or wastes existing on or near the premises upon which work is to be performed by The Joint Venture's employees or subcontractors. If any hazardous wastes not identified by Client are discovered after a Project is undertaken, Client and The Joint Venture agree that the scope of services, schedule, and compensation may be adjusted accordingly. Client agrees to release The Joint Venture from all damages related to any pre-existing pollutant, contaminant, toxic, or hazardous substance at the site.

13. CHANGES

Client shall have the right to make changes within the general scope of The Joint Venture's services, with an appropriate change in compensation and schedule, upon execution of a mutually acceptable amendment or change order signed by authorized representatives of Client and The Joint Venture.

14. TERMINATION

Services may be terminated by Client or The Joint Venture by seven (7) days' written notice in the event of substantial failure to perform in accordance with the terms hereof by the other party through no fault of the terminating party. If so terminated, Client shall pay The Joint Venture all amounts due The Joint Venture for all services properly rendered and expenses incurred to the date of receipt of notice of termination, plus reasonable costs incurred by The Joint Venture in terminating the services. In addition, Client may terminate the services for Client's convenience upon payment of twenty percent of the yet unearned and unpaid estimated, lump sum, or not-to-exceed fee, as applicable.

15. DISPUTES, NEGOTIATIONS, MEDIATION

A. If a dispute arises relating to the performance of the services to be provided and, should that dispute result in litigation, it is agreed that the substantially prevailing party (as determined in equity by the court) shall be entitled to recover all reasonable costs of litigation, including staff time, court costs, attorney's fees and other related expenses.

B. The parties shall participate in good faith negotiations to resolve any and all disputes. Should negotiations fail, the parties agree to submit to and participate in a third party-facilitated mediation as a condition precedent to resolution by litigation. Unless otherwise agreed to, mediation shall be conducted under the rules of the American Arbitration Association and shall be held in Kansas City, Missouri.

C. The parties agree that any dispute between them, including any action against an officer, director or employee of a party, arising out of or related to this Agreement, whether in contract or tort, not resolved through direct negotiation and mediation, shall be resolved by litigation in the state or federal courts located in Johnson County, Kansas, and each party expressly consents to jurisdiction therein. Any litigation to

compel or enforce, or otherwise affect the mediation shall be in state or federal courts located in Kansas, and each party expressly consents to jurisdiction therein.

D. Causes of action between the parties shall accrue, and applicable statutes of limitation shall commence to run the date The Joint Venture's services are substantially complete.

16. WITNESS FEES

A. The Joint Venture's employees shall not be retained as expert witnesses, except by separate written agreement.

B. Client agrees to pay The Joint Venture pursuant to The Joint Venture's then current schedule of hourly labor billing rates for time spent by any employee of The Joint Venture responding to any subpoena by any party in any dispute as an occurrence witness or to assemble and produce documents resulting from The Joint Venture's services under this Agreement.

17. CONTROLLING LAW

This Agreement shall be subject to, interpreted and enforced according to the laws of the State of Kansas without regard to any conflicts of law provisions.

18. RIGHTS AND BENEFITS – NO ASSIGNMENT

The Joint Venture's services will be performed solely for the benefit of Client and not for the benefit of any other persons or entities. Neither Client nor The Joint Venture shall assign or transfer interest in this Agreement without the written consent of the other.

19. ENTIRE CONTRACT

These Terms and Conditions and the above-referenced Letter, Proposal, or Agreement contain the entire agreement between The Joint Venture and Client relative to The Joint Venture's services for the Project herein. All previous or contemporaneous agreements, representations, promises, and conditions relating to The Joint Venture's services for the Project are superseded. Since terms contained in purchase orders do not generally apply to professional services, in the event Client issues to The Joint Venture a purchase order, no preprinted terms thereon shall become part of this Agreement. Said purchase order documents, whether or not signed by The Joint Venture, shall be considered only as an internal document of Client to facilitate administrative requirements of Client's operations.

20. SEVERABILITY

Any unenforceable provision herein shall be amended to the extent necessary to make it enforceable; if not possible, it shall be deleted and all other provisions shall remain in full force and affect.

- END -

PRELIMINARY DESIGN/BUILD AGREEMENT

This **AGREEMENT**, entered this _____ day of _____, 2015, between The City of Edgerton, Kansas (hereinafter “Owner”) and Burns & McDonnell / CAS Construction, Edgerton Joint Venture 1, (hereinafter “Joint Venture”) for the preliminary design and development of a stipulated price for the City Pump Station and Force Main project in the City of Edgerton, KS (Project). The Project will include infrastructure necessary to pump all projected flows conveyed to the City’s existing WWTP to the Big Bull Creek WWTP for treatment through a design year of 2025.

The City and Joint Venture agree as follows:

1. Until such time as a complete and final contract for the entire Project is executed by the parties, Joint Venture is authorized to proceed with preliminary design to include the following:
 - A. Pump Station siting evaluation, considering up to 2 locations.
 - B. Evaluate the potential to eliminate the influent 8-inch sanitary sewer and utilize only the existing 10-inch overflow line. Evaluation will consist of a limited desktop hydraulic evaluation of the upstream line capacity and the potential for creating backups within the existing system. Evaluation is limited to 3 manholes upstream from the City WWTP.
 - C. Pump station sizing evaluation based on average day and peak flow rates provided by Owner.
 - D. Preliminary force main sizing and material assessment/recommendation
 - E. Force main alignment study, assuming 1 alignment as provided by City.
 - F. Preliminary hydraulic evaluation and pump sizing
 - G. Assess the project permitting requirements
 - H. Assess the project easement requirements
 - I. Topographic survey for the selected alignment option, selected pump station site, and a limited number of key upstream manholes from the selected pump station site. Survey will include a pipeline corridor generally 100ft wide as well as the area for the proposed pump station as well as manhole lid and invert elevations immediately upstream of the City WWTP including 2 manhole locations west of 5th Street.
 - J. Property identification, title research and development of strip maps in support of the City’s property acquisition.
 - K. Geotechnical investigation for the selected alignment option, including up to 3 borings at the potential pump station site, 2 near the local rock quarry, 2 near Bull Creek, and 8 probes to determine depth to rock. Note that this limited number of probes will be used to develop an estimated quantity of rock excavation for our subcontractor, and a unit adjustment price will be used to address any changes in final quantities.
 - L. Develop and distribute letters to appropriate agencies and organizations as identified for the State’s Intergovernmental Review process. It is anticipated

- that at least 2-3 agencies will not be able to provide approval Surveys for endangered species, wetlands, and cultural resource are to be completed in a future scope of work. No additional permitting or permitting fees are included.
- M. Develop a Preliminary Engineering Report for approval by the City and submittal to the Kansas Department of Health and Environment, describing the project, major equipment sizing, pipeline route, opinion of probable cost, project schedule, and any other key pieces of information as required for the State of Kansas' Revolving Loan Fund Program.
 - N. Attend monthly design progress meeting with the City as well as three City Council meetings, including 2 public hearings.
 - O. Develop a letter report to the City describing the recommended approach and key activities for decommissioning the existing City Wastewater Treatment Plant.
 - P. Development of a stipulated price for the Project described to be used in the development of a subsequent Design/Build Agreement.
2. Design Builder will solicit competitive proposals for Owner's review and approval prior incorporating into the stipulated price, for the following:
- A. Major Subcontractors
 - a. Pipeline Installation
 - B. Commodity materials
 - a. Pipeline Materials
 - C. Major Process Equipment
 - a. Pumps
 - b. Variable Speed Drives
 - c. Communications Equipment
3. Joint Venture will be reimbursed as stated below:
- A. For professional services associated with preliminary design and Stipulated Price Development, a lump sum amount of:
\$115,800 ;
 - B. For construction estimating and logistics analysis, a lump sum amount of:
\$4,500 ;
 - C. For its out-of-pocket costs, for subsurface investigation, an allowance of:
\$30,000 ;
 - D. For its out-of-pocket costs, for topographic survey, title research, strip maps and legal descriptions, and allowance of:
\$41,200 ;
 - E. For assistance in acquiring environmental permits including preparation of letters for distribution to appropriate agencies and organizations identified as part of the State's Intergovernmental Review process for the proposed pipeline alignments and pump station site, an allowance of:
\$9,300

4. Design / Builder will submit its invoice in its standard format based on cost incurred at the conclusion of the scope items listed above. Payment shall be due within 30 days of invoice date.
5. Time of service shall be 120 calendar days from Owners execution of this agreement and notice to proceed.
6. If the Owner should decide not to proceed with the Project, it will have no further obligation to Joint Venture other than the payment in full of the compensation set out above.
7. If an Agreement for final design and construction of the Project is executed with the Joint Venture, the costs set out above will be credited against the final contract with Joint Venture for construction.
8. The attached Terms and Conditions shall apply.

Burns & McDonnell / CAS Construction,
Edgerton Joint Venture 1

City of Edgerton, Kansas

By _____

By _____

Date _____

Date _____



Susan Mosier, MD, Acting Secretary

Department of Health & Environment

Sam Brownback, Governor

March 3, 2015

Ms. Beth Linn, City Administrator
404 E Nelson
P O Box 255
Edgerton, Kansas 66021

Re: Edgerton, Kansas
NPDES Permit No. M-MS08-OO01

Dear Ms. Linn:

This responds to your letter of January 23, 2015 (copy attached, including attachments to that letter), provided to address the Schedule of Compliance in the referenced NPDES permit for the older, small, oxidation ditch wastewater treatment facility serving the City. The Schedule of Compliance within the NPDES permit No. M-MC08-OO01 (copy attached) required the City provide a written response by no later than January 31, 2015, indicating any operational improvements or minor construction modifications to this oxidation ditch facility to improve nutrient removal to contribute toward compliance with the nutrient limitations imposed on both the City's wastewater treatment facilities – Permit Nos. M-MC08-OO01 and M-MC08-OO02. As indicated in the January 23, 2015, letter, and the attached City "Resolution 1-22-15A", the City's plan is to abandon the older, small oxidation ditch facility Permit No. M-MC08-OO01 and connect to send sewage flow to the new wastewater treatment facility Permit No. M-MC08-OO02. The schedule is to complete the project to construct the necessary pumping station and force main by no later than June 30, 2019. The Permit No. M-MC08-OO01 would then "expire" and not be reissued.

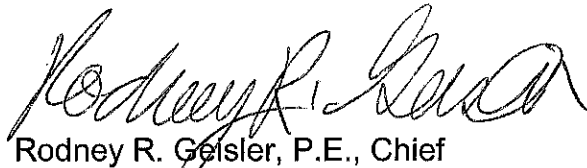
This department accepts the City's plan as proposed, including the schedule for the project. The Schedule of Compliance deadline date of January 31, 2015, is satisfied, and the deadline date of December 31, 2016, is extended to June 30, 2019, to complete the construction project. The permit(s) will not be modified, and this letter will serve as the formal acceptance of the City's plan. As always, both wastewater treatment facilities must be operated to the best of their ability to treat pollutants, and reduce the discharge of pollutants into the receiving streams. If the project is not completed by June 30, 2016, the schedule would need to be extended by a more formal enforcement action document.

Letter to the City of Edgerton
March 3, 2015
Page 2

Additional low interest loan funding is available from the Kansas Water Pollution Control Revolving Fund, if the City desires to apply. If you should have any questions, please contact me by e-mail at rgeisler@kdheks.gov or by voicephone at 785-296-5527.

Sincerely yours,

Division of Environment

A handwritten signature in black ink, appearing to read "Rodney R. Geisler", is written over the typed name.

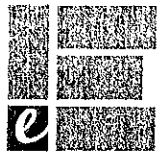
Rodney R. Geisler, P.E., Chief
Municipal Programs Section
Bureau of Water

RRG:rg

Enclosures: Copy of January 23, 2015, City letter, including attachments
Copy of NPDES Permit No. M-MC08-0001

Pc:

City Engineer -- BG Consultants -- Lawrence (Hamby) w/encls
North East District w/ encls
Rod Geisler
Permit File w/ encls



EDGERTON

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

January 23, 2015

Rodney Geisler, P.E., Chief
Municipal Programs Section, Bureau of Water
Kansas Department of Health and Environment
1000 SW Jackson Street, Suite 420
Topeka, Kansas 66612-1367

RECEIVED

JAN 26 2015

BUREAU OF WATER *bl*

Re: Permit No. M-MC08-O001
Edgerton, Kansas

Dear Mr. Geisler,

The City has received the Kansas Water Pollution Control Permit for the Edgerton Wastewater Treatment Facility (WWTF) dated June 30, 2014. Several requirements were listed in Section E – Schedule of Compliance. The City wishes to propose alternate compliance with those requirements. The City of Edgerton requested the City Engineer would with Edgerton staff to develop a plan to take the existing WWTF out of service by June 30, 2019. The attached plan and opinion of cost includes the installation of a pump station and force main to get the sewage to the Big Bull Creek Wastewater Treatment facility.

The City Engineer presented the report and opinion of cost to the City Council on January 22, 2015 during their regular council meeting. The Edgerton City Council approved a Resolution of Support indicating support of the plan to take the existing WWTF out of service by June 30, 2019 and install the appropriate infrastructure to allow treatment of the sewage at the Big Bull Creek Facility. The City plans to initiate a financial impact study in 2016, design in 2017 and construction in 2018. The City will evaluate financing options for the project but will strongly consider using the State Revolving Loan Fund for financing of the project.

Thank you for your willingness to consider alternate compliance with the requirements listed in the permit. If you have any questions, please do not hesitate to contact me at (913) 893-6231 x 115 or blinn@edgertonks.org.

Sincerely,

Beth Linn
City Administrator

Cc: David Hamby, P.E., BG Consultants, City Engineer
Michael Mabrey, City of Edgerton Utility Superintendent

Memorandum

City of Edgerton

City Engineer

TO: Beth Linn, City Administrator
FROM: David Hamby, City Engineer
CC:
DATE: January 7, 2015
RE: Kansas Water Pollution Control Permit (Edgerton WWTF)

Background

The Kansas Department of Health and Environment (KDHE) issued a permit and authorization to discharge for the Edgerton Wastewater Treatment Facility (WWTF) on June 30, 2014. The permit included a schedule of compliance that required the City to "provide KDHE with an operations review and develop a plan and design upgrades if necessary to improve the wastewater treatment operations for nutrient reductions which will also satisfy the nitrate and phosphorus waste load allocations required by the EPA-approved TMDLs for total nitrogen and phosphorus in the Marais des Cygnes River/Hillsdale Reservoir." I spoke with Rod Geisler about the permit requirements. I told him that the City planned to retire the existing facility prior to the expiration date of the permit which is June 30, 2019. He indicated an operations review and plan for upgrades would not be necessary if that was the City's plan.

We have developed a concept plan for retiring the existing WWTF. It includes a new pump station at the existing WWTF along with a proposed 10" Force Main which will connect the proposed pump station to the existing sanitary sewer manhole located just north of I-35 and west of Homestead Lane. We have completed a concept design which allowed us to prepare an Engineer's Opinion of Probable Cost (EOPC) for the project. The EOPC has been attached along with a map of the proposed improvement locations.

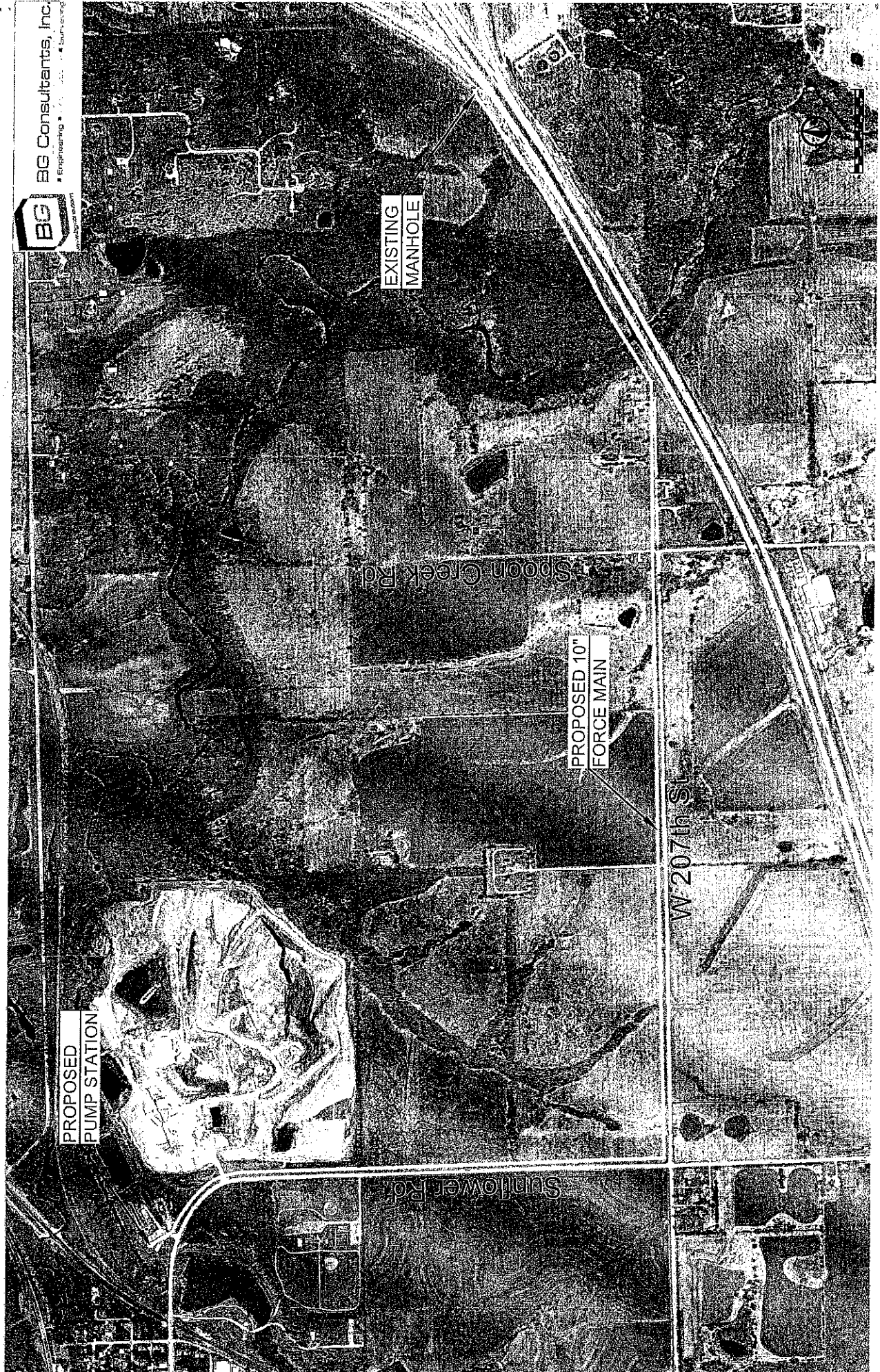
Rod indicated that the KDHE has State Revolving Loan funds available for the City to use if they desire to use that funding mechanism. A financial impact study has not been completed for this project. We can prepare one if you desire.

Action Requested

A letter needs to be prepared and submitted to Rod Geisler by January 31, 2015 which documents the City's plan for improvements along with an estimated schedule.



BG Consultants, Inc.
• Engineering • Surveying •



PROPOSED
PUMP STATION

EXISTING
MANHOLE

PROPOSED 10"
FORCE MAIN

Spoon Creek Rd

Sunflower Rd

W 207th St

Lift Station and Force Main Improvements
Opinion of Probable Costs - January 7, 2015
Edgerton, Kansas
15-1021L

<u>Item #</u>	<u>Description</u>	<u>Total Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Price</u>
1.	Mobilization	1	L.S.	\$ 25,000.00	\$ 25,000.00
2.	Clearing and Grubbing	1	L.S.	\$ 20,000.00	\$ 20,000.00
3.	Contractor Construction Staking	1	L.S.	\$ 3,500.00	\$ 3,500.00
4.	Traffic Control	1	L.S.	\$ 2,500.00	\$ 2,500.00
5.	Seeding	1	L.S.	\$ 9,000.00	\$ 9,000.00
6.	Erosion Control	1	L.S.	\$ 3,500.00	\$ 3,500.00
7.	Site Grading	1	L.S.	\$ 500.00	\$ 500.00
8.	8' Diameter Precast Wet Well	14	V.F.	\$ 1,000.00	\$ 14,000.00
9.	30-35 hp Pump Station Equipment w/ above Grade Valve Vault	1	L.S.	\$ 120,000.00	\$ 120,000.00
10.	Misc. Equip/Materials & Installation	1	L.S.	\$ 35,000.00	\$ 35,000.00
11.	Diesel Generator	1	L.S.	\$ 40,000.00	\$ 40,000.00
12.	Electrical	1	L.S.	\$ 15,000.00	\$ 15,000.00
13.	Controls	1	L.S.	\$ 10,000.00	\$ 10,000.00
14.	10" Force Main (PVC)	14,100	L.F.	\$ 35.00	\$ 493,500.00
15.	Install Air/Vacuum Relief Valve Assembly	6	Each	\$ 4,000.00	\$ 24,000.00
16.	Boring (Uncased)	150	L.F.	\$ 75.00	\$ 11,250.00
17.	Boring (Cased)(20")	100	L.F.	\$ 350.00	\$ 35,000.00
18.	Connect to Existing Manhole	1	Each	\$ 2,000.00	\$ 2,000.00
Construction Subtotal =					\$ 863,750.00
+20% Construction Contingency =					\$ 172,750.00
Construction Total =					\$ 1,036,500.00
+25% Engineering, Inspection, Admin. =					\$ 259,125.00
Project Total =					\$ 1,295,625.00

Notes: - R/W and Easement acquisition has not been included.
- Rock excavation amounts are unknown at this time and existing geology may affect the Project Total

RECEIVED

JAN 26 2015

RESOLUTION NO. 1-22-15A

BUREAU OF WATER

A RESOLUTION CONCERNING CITY'S PLAN TO HAVE ALL CITY WASTEWATER TREATED AT BIG BULL CREEK WASTEWATER PLANT BY JUNE 30, 2019, AND THEREAFTER CEASE OPERATION OF THE PLANT CURRENTLY USED AS THE CITY'S PRIMARY TREATMENT PLANT

WHEREAS, the City has received a report from the City Engineer concerning a plan to cease operating the wastewater treatment plant that has historically been (and is currently) used by the City to treat its wastewater; and

WHEREAS, it is the City's plan to make improvements to its current system so that all City wastewater will be delivered to and treated at Big Bull Creek Wastewater Plant by June 30, 2019.

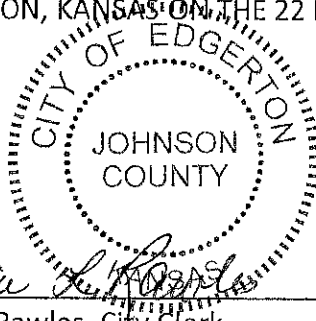
NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF EDGERTON, KANSAS, AS FOLLOWS:

SECTION ONE: It is hereby resolved that, on or before June 30, 2019, the City will have completed improvements to its wastewater treatment system so that all wastewater generated within the City will be delivered to and treated at the Big Bull Creek Wastewater Treatment Plant.

SECTION TWO: This Resolution will become effective following its adoption and approval by the Governing Body of the City of Edgerton.

ADOPTED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR OF THE CITY OF EDGERTON, KANSAS, ON THE 22 DAY OF JANUARY, 2015.

ATTEST:



Janeice Rawles
Janeice Rawles, City Clerk

CITY OF EDGERTON, KANSAS

By: Donald Roberts

Donald Roberts, Mayor

APPROVED AS TO FORM:

Patrick G. Reavey
Patrick G. Reavey, City Attorney

Kansas Permit No.: M-MC08-0001

Federal Permit No.: KS0046388

KANSAS WATER POLLUTION CONTROL PERMIT AND
AUTHORIZATION TO DISCHARGE UNDER
THE NATIONAL POLLUTANT DISCHARGE
ELIMINATION SYSTEM

Pursuant to the Provisions of Kansas Statutes Annotated 65-164 and 65-165, the Federal Water Pollution Control Act as amended, (33 U.S.C. 1251 et seq; the "Act"),

Owner: Edgerton, City of

Owner's Address: P.O. Box 255
Edgerton, Kansas 66021

Facility Name: Edgerton Wastewater Treatment Facility

Facility Location: SE $\frac{1}{4}$, NE $\frac{1}{4}$, NE $\frac{1}{4}$, Section 8, Township 15S, Range 22E
Johnson County, Kansas
Latitude: 38.76541 Longitude: -95.00238

Outfall: Latitude: 38.76574 Longitude: -95.00234

Receiving Stream & Basin: Marais des Cygnes River via Big Bull Creek via Martin Creek
Marais des Cygnes River Basin

is authorized to discharge from the wastewater treatment facility described herein, in accordance with effluent limits and monitoring requirements as set forth herein.

This permit is effective July 1, 2014, supersedes the previously issued water pollution control permit M-MC08-1001, and expires June 30, 2019.

FACILITY DESCRIPTION:

1. Lift Station
2. Comminutor with Bar Screen as Backup
3. Oxidation Ditch with Two Rotors
4. One Final Clarifier
5. UV Disinfection
6. Chemical Precipitation Phosphorus Removal
7. Sludge Belt Filter Press
8. Design P.E = 1,800
9. Design Flow = 0.18 MGD

Secretary, Kansas Department of Health and Environment

June 30, 2014
Date

A. EFFLUENT LIMITS AND MONITORING REQUIREMENTS

The permittee is authorized to discharge from outfall(s) with serial number(s) as specified in this permit. The effluent limits shall become effective on the dates specified herein. Such discharges shall be controlled, limited, and monitored by the permittee as specified. There shall be no discharge of floating solids or visible foam in other than trace amounts.

Monitoring reports shall be submitted on or before the 28th day of the following month. In the event no discharge occurs, written notification is still required.

Parameter	Final Limits	Measurement Frequency	Sample Type
<u>Monitoring Location 001AG (EDMR Code: INF001AG)- Influent to Treatment Plant</u>			
Biochemical Oxygen Demand (5-Day)- mg/l	Monitor	Once Monthly	grab
Total Suspended Solids - mg/l	Monitor	Once Monthly	grab
Total Kjeldahl Nitrogen (as N)-mg/l	Monitor	Once Monthly	grab
Total Phosphorus (as P)-mg/l	Monitor	Once Monthly	grab
<u>Outfall 001A1 (EDMR Code: EFF001A1) - Effluent at Discharge Structure</u>			
Biochemical Oxygen Demand (5-Day)*		Once Monthly	grab
Weekly Average-mg/l	45		
Monthly Average-mg/l	30		
Total Suspended Solids*		Once Monthly	grab
Weekly Average-mg/l	45		
Monthly Average-mg/l	30		
pH - Standard Units	6.0-9.0	Once Monthly	grab
Ammonia (as N)-mg/l		Once Monthly	grab
January, February and December			
Daily Maximum	9.9		
Monthly Average	9.9		
March - April			
Daily Maximum	9.9		
Monthly Average	6.5		
May			
Daily Maximum	9.9		
Monthly Average	5.1		
June			
Daily Maximum	9.9		
Monthly Average	4.0		
July			
Daily Maximum	9.9		
Monthly Average	3.3		

A. EFFLUENT LIMITS AND MONITORING REQUIREMENTS (continued)

August			
Daily Maximum	9.9		
Monthly Average	3.2		
September			
Daily Maximum	9.9		
Monthly Average	3.8		
October			
Daily Maximum	9.9		
Monthly Average	6.0		
November			
Daily Maximum	9.9		
Monthly Average	9.3		
E. coli-colonies /100 ml		Once Monthly	grab
Monthly Geometric Average	3843		
Total Phosphorus (as P)-mg/l	Monitor	Once Monthly	grab
Total Phosphorus (as P)-lbs/day	Calculate	Once Monthly	Calculate
Total Phosphorus (as P)-lbs/day (12-month rolling avg.)	Calculate	Once Monthly	Calculate
Nitrate(NO3)+Nitrite(NO2) as N-mg/l**	Monitor	Once Monthly	grab
Total Kjeldahl Nitrogen (as N) - mg/l **	Monitor	Once Monthly	grab
Total Nitrogen as N-mg/l (TKN + NO ₃ + NO ₂)	Calculate	Once Monthly	Calculate
Total Nitrogen as N-lbs/day	Calculate	Once Monthly	Calculate
Total Nitrogen as N-lbs/day (12-month rolling avg.)	Calculate	Once Monthly	Calculate
Flow to Receiving Stream - MGD	Monitor	Weekdays	meter
TMDL Calculation 001T1 [EDMR code: TMDL001T1] - Total Sum of Nutrient Discharges from this facility plus the new facility permitted as M-MC08-0002			
Total Phosphorus as P-lbs/day (12-month rolling avg.)	4.17 ***	Once Monthly	Calculate
Total Nitrogen as N-lbs/day (12-month rolling avg.)	66.7 ***	Once Monthly	Calculate

* Minimum removal of 85% required for Biochemical Oxygen Demand (5-Day) and Total Suspended Solids.

** Permittee shall sample for these tests on the same day and calculate the total nitrogen only when both test values are available. The Minimum Reportable Limit (MRL) for TKN is 1 mg/l and for nitrate + nitrite is 0.1 mg/l. Values less than the MRL shall be reported using the less than sign (<) with the MRL value but for purposes of calculating and reporting the total nitrogen result, less than values shall be defaulted to zero.

*** As an annual daily average calculated on a monthly basis. Parameters are initially monitor only and shall become enforceable limits pursuant to the Schedule of Compliance.

B. STANDARD CONDITIONS

In addition to the specified conditions stated herein, the permittee shall comply with the attached Standard Conditions dated August 1, 2010.

C. SUPPLEMENTAL CONDITIONS

Sludge disposal shall be in accordance with the 40 CFR Part 503 Sludge Regulations.

D. SPECIAL CONDITIONS

The discharge monitoring reports for this facility show this wastewater treatment facility can meet the nutrient removal target values provided herein. The permittee will operate the treatment facility to maximize the level of nutrient removal with the goal of continuing to achieve the following target effluent levels:

Total Nitrogen \leq 8.0 mg/l as an annual daily average.

Total Phosphorus \leq 1.5 mg/l as an annual daily average.

These target values are not to be considered as effluent limits for this permit. KDHE reserves the right to reopen this permit to impose limits for nutrients pursuant to Kansas law when such criteria are adopted in the Kansas Surface Water Quality Standards.

E. SCHEDULE OF COMPLIANCE

The permittee shall provide KDHE with an operations review and develop a plan and design upgrades if necessary to improve the wastewater treatment operations for nutrient reduction which will also satisfy the nitrate and phosphorus waste load allocations required by the EPA-approved TMDLs for total nitrogen and phosphorus in the Marais des Cygnes River/Hillsdale Reservoir. The review and improvements shall include to measure actual effluent discharge quantity to the receiving stream, and as recommended through KRWA have SCADA aeration controls to manage dissolved oxygen (DO) to reduce nitrate-nitrite and total phosphorus.

During the study effort to assess the ability of the existing treatment processes to further reduce total nitrogen and total phosphorus, the permittee is also encouraged to review the pollutant sources discharging into the collection system to assess the potential for source reduction of nitrogen and phosphorus.

The permittee shall submit to KDHE a study report of findings and proposed schedule for improvements no later than January 31, 2015. The permittee shall routinely meet the final limits as soon as possible but no later than December 31, 2016.

AGENDA ITEM INFORMATION FORM

Agenda Item: Consider Selection of a Vendor for Automated Meter Reading Project and Authorization to Submit to Kansas Department of Health and Environment as Preferred Project

Department: Utilities

Background/Description of Item: As part of the adoption of the 2016 Annual Budget, the Edgerton City Council allocated \$125,000 over three years for the replacement and upgrade of the existing water meter system to an automated meter reading (AMR) system and system-wide replacement of meters.

Staff formed a Selection Committee composed of the Utility Superintendent, Account Clerk and Accountant to review various vendors and the details of each system. These employees interact with the water meter system and/or utility billing system on nearly a daily basis and are very familiar with the challenges of the existing system. Together, the committee determined the criteria important in selecting a new vendor. Those criteria included:

- Scalability – Can the system be easily added to in the future as new customers are added?
- Ability to interact with existing utility billing/financial software – Can the system interact with CIC and be uploaded into the current software?
- Ability to upgrade in the future – Can the system be upgraded in the future to take advantage of advances in technology?
- Customer Services and IT support – What level of support is offered and at what cost? What investment in IT is needed to operate and/or maintain the system?
- Cost of system compared to allocated budget – Is the system within/near the allocated budget amount?

While attending the Kansas Rural Water Association Conference in Spring 2014, the Utility Superintendent interacted with three local distributors of water meter systems [Mueller, Neptune and Sensus]. These vendors are established in Kansas and would be considered local distributors for the purposes of maintenance concerns or replacement parts. The Utility Superintendent was able to view their products available and request a generic quote for 700 $\frac{5}{8}$ x $\frac{3}{4}$ meters with radio read option and fixed base option. These quotes gave the committee the information needed to screen vendors on the criteria of general cost versus available budget. Sensus was removed based on the magnitude of cost versus available budget.

In 2015, the remaining two vendors [Mueller and Neptune] were invited to provide a demonstration of their systems for the selection committee. Additionally, after initial demonstrations, the City was approached by Metron-Verizon requesting consideration of their infrastructure/software. The committee did allow a demonstration by Metron-Verizon. Following those demonstrations and additional discussion/information provided from the vendors, the selection committee used the criteria previously mentioned to unanimously select Neptune as the preferred vendor to present to the City Administrator.

SYSTEM RECOMMENDATION

The Selection Committee is recommending implementation of an Advanced Metering Infrastructure (AMI) system. A summary description of the recommended AMI system from Neptune is below.

R900® Fixed Network AMI

Neptune's R900® System offers utilities the ability to build onto existing mobile infrastructure to achieve fixed network functionality without stranding assets – providing accurate daily reads, daily flags for leak, tamper, and reverse flow detection, consumption data to assist conservation programs, and final daily reads that eliminate truck rolls for off-cycle automatic meter reading.

- Actionable Data
- Fully automated daily meter reading
- Improved meter reading safety and less turnover
- 15-minute interval flags for leak, tamper, and reverse flow detection
- Conservation program support – hourly, daily, and/or monthly consumption data available to end users
- Address high water bill complaints with historical consumption graphs (daily or monthly)
- Final daily reads for move-ins/move-outs that eliminate truck rolls for off-cycle reads
- N_SIGHT™ R900® host software fully supports contingency reads through handheld/mobile devices as well as route splitting and grouping

BUDGET

Neptune has provided a proposal for the system described above at approximately \$205,000. A copy of that proposal is enclosed. While this cost is higher than the budget cost at \$125,000 the system is significantly more sophisticated. The system quoted is a fully automated daily meter reading system. The system originally budget was a "drive-by" system. The extra investment in upgrading the system provides significant value for the city and the residents to include warnings for possible leaks or tampering; the ability to review historical consumption graphs to address high water bill concerns, data to assist in conservation programs, etc. Staff believes investment in these increased features of the system will allow both the city and its residents to be more aware of their water consumption and better resolve concerns in the future.

IMPLEMENTATION

The City of Edgerton has allocated funding in three consecutive years (2015-2017) for the water metering system to be replaced citywide. This approach was selected at the time for the following reasons:

- 1) At least one vendor offered a package deal to assist in payment for cost in first year to include a portion of meters and software with just meters in the following two

years

- 2) Budget – Staff was unsure of available outside funding available for this type of project; therefore, proposed a pay-as-you go method
- 3) Installation – Could cause work load concern for current staff
- 4) Replacement – Concern that if all meters installed same time that all will be ready for replacement at same time

However after the Selection Committee identified a preferred vendor and began to develop an implementation plan there were several negatives identified with this approach that include:

- 1) Simultaneous use of two meter reading systems which operate completely differently for both reading and utility billing purposes.
- 2) Potential for cost increases for each year postpone implementation
- 3) Simultaneous installation does not necessary equate to simultaneous replacement. Industry standard is to replace meters at 10 years or 1 million gallons. However, the City can decide to adjust that timeframe based on usage and accuracy.
- 4) Both systems offer Municipal Lease Options and may be eligible for Kansas Revolving Loan to allow complete purchase

After careful review of the positives and negatives for the implementation, the Selection Committee unanimously recommends an implementation plan that will convert all meters system-wide in shortest time possible within the budget constraints.

Additionally, staff has researched the opportunity for outside financing available for this project. The most cost effective method of finance available for this project is use of the State of Kansas Revolving Loans dedicated to water projects. This program is very similar to the program used by the City of Edgerton for construction of Big Bull Creek Wastewater Treatment Facility and Conveyance System. State Revolving Loan Funds provide a very low interest rates to cities for investment in critical utility infrastructure.

NEXT STEPS

The Selection Committee will present the preferred vendor, Neptune, and the proposed AMI system to the Edgerton City Council on November 12th. Additionally, Neptune will attend City Council meeting to showcase the identified metering system.

Staff would request City Council approve Neptune as the Preferred Vendor for the Automated Meter Reading Project (including the Advanced Metering Infrastructure as proposed). Additionally staff would request authorization to submit the project to Kansas Department of Health and Environment as a preferred project for consideration of Kansas State Revolving Loan Funds for 2016.

Enclosure: Neptune Proposal

Related Ordinance(s) or Statute(s):

Recommendation: Approve Selection of Neptune as Preferred Vendor for Automated Meter Reading Project and Authorization Staff to Submit Automated Meter Reading Project to Kansas Department of Health and Environment as Requested Project for approximately \$300,000

Funding Source: None needed at this time. Request to submit project to selection as funded project by Kansas Department of Health and Environment for State Revolving Loan Funds

Prepared by: Beth Linn, City Administrator
Date: November 9, 2015

Schulte Supply, Inc.

5998 REDBUD LANE
P.O. BOX 388
EDWARDSVILLE, IL 62025-0388

FAX (618) 656-8750
(618) 656-8383

** Fax **** Fax **** Fax **** Fax **** Fax **** Fax **** Fax **** Fax **

To : Mike Mabrey

Fax# : 1-913-893-6232

From : John Schulte

Message :
Free Delivery!

** Fax **** Fax **** Fax **** Fax **** Fax **** Fax **** Fax **** Fax **

Schulte Supply, Inc.
 5998 Redbud Lane
 PO Box 388
 Edwardsville IL 62025
 618-656-8383 Fax 618-656-8750

Quotation

QUOTE DATE	QUOTE NUMBER
07/01/15	S1105620
ORDER TO: Schulte Supply, Inc. 5998 Redbud Lane PO Box 388 Edwardsville IL 62025	PAGE NO. 1

QUOTE TO: 913-893-6231 Fax 913-893-6232
 City of Edgerton, KS
 Mike Mabrey
 404 East Nelson P. O. Box 25
 EDGERTON, KS 66021

SHIP TO:
 City of Edgerton, KS
 Mike Mabrey
 404 East Nelson P. O. Box 25
 EDGERTON, KS 66021

CUSTOMER NUMBER	CUSTOMER ORDER NUMBER	RELEASE NUMBER	SALESPERSON	
13386			Dan Smith	
WRITER	SHIP VIA	TERMS	BID DATE	FREIGHT ALLOWED
John Schulte	FREE DELIVERY	NET 30 DAYS	07/01/15	Yes
ORDER QTY	PART NO	DESCRIPTION	NET PRICE	EXT PRICE
700ea	8869	ED2B31RWG1 5/8" x 3/4" Neptune Trident 10 Water Meter with Integrated R900i Radio Register in Gallons for Pit Applications	189.950	132965.00
700ea	12659	12527-200 6' Neptune Antenna Assembly for R900i Pit Radio	0.000	0.00
1ea	10924	^EC2ARWG1 2" Flanged Neptune HP Compound Tru/Flo Water Meter with Integrated R900i Radio Register in Gallons for Pit Applications East School	1912.500	1912.50
2ea	12659	12527-200 6' Neptune Antenna Assembly for R900i Pit Radio	0.000	0.00
1ea	10924	^EC2ARWG1 2" Flanged Neptune HP Compound Tru/Flo Water Meter with Integrated R900i Radio Register in Gallons for Pit Applications West School	1912.500	1912.50
2ea	12659	12527-200 6' Neptune Antenna Assembly for R900i Pit Radio	0.000	0.00
1ea	10924	^EC2ARWG1 2" Flanged Neptune HP Compound Tru/Flo Water Meter with Integrated R900i Radio Register in Gallons for Pit Applications	1912.500	1912.50
*** Continued on Next Page ***				

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13386			Dan Smith	
WRITER	SHIP VIA	TERMS	BID DATE	FREIGHT ALLOWED
John Schulte	FREE DELIVERY	NET 30 DAYS	07/01/15	Yes
ORDER QTY	PART NO	DESCRIPTION	Net Price	Ext Price
2ea	12659	MICO 12527-200 6' Neptune Antenna Assembly for R900i Pit Radio	0.000	0.00
1ea	10931	^ET4ARWG1 2" Flanged Neptune HP Turbine Water Meter with Integrated R900i Radio Register in Gallons for Pit Applications JCFD	882.000	882.00
1ea	12659	12527-200 6' Neptune Antenna Assembly for R900i Pit Radio	0.000	0.00
1ea	10922	^ED2H11RWG1 1 1/2" Flanged Neptune Trident 10 Water Meter with Integrated R900i Radio Register in Gallons in Pit Applications Public Works	642.000	642.00
1ea	12659	12527-200 6' Neptune Antenna Assembly for R900i Pit Radio	0.000	0.00
1ea	10924	^EC2ARWG1 2" Flanged Neptune HP Compound Tru/Flo Water Meter with Integrated R900i Radio Register in Gallons for Pit Applications Galez	1912.500	1912.50
1ea	12659	12527-200 6' Neptune Antenna Assembly for R900i Pit Radio	0.000	0.00
*** Continued on Next Page ***				

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13386			Dan Smith	
WRITER	SHIP VIA	TERMS	BID DATE	FREIGHT ALLOWED
John Schulte	FREE DELIVERY	NET 30 DAYS	07/01/15	Yes
ORDER QTY	PART NO	DESCRIPTION	Net Price	Ext Price
1ea	10924	^EC2ARWG1 2" Flanged Neptune HP Compound Tru/Flo Water Meter with Integrated R900i Radio Register in Gallons for Pit Applications Trailer Park	1912.500	1912.50
1ea	12659	12527-200 6' Neptune Antenna Assembly for R900i Pit Radio	0.000	0.00
1ea	15264	^ET4HR7G8 1 1/2" Neptune HP Turbine Water Meter with Six Wheel Gallon ProRead Register 10" Laying Length Martin Creek Park ** Nonstock item **	732.000	732.00
1ea	12659	12527-200 6' Neptune Antenna Assembly for R900i Pit Radio	0.000	0.00
1ea	10923	^ED2J11RWG1 2" Neptune Trident 10 Water Meter with Integrated R900i Radio Register in Gallons for Pit Applications Belt Press	771.000	771.00
1ea	12659	12527-200 6' Neptune Antenna Assembly for R900i Pit Radio	0.000	0.00
1ea	34226	^13253-000 13302-000 Neptune R900 Belt Clip Receiver - RF Data Logging with	2635.000	2635.00
*** Continued on Next Page ***				

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13386			Dan Smith	
WRITER	SHIP VIA	TERMS	REQ DATE	FREIGHT ALLOWED
John Schulte	FREE DELIVERY	NET 30 DAYS	07/01/15	Yes
ORDER QTY	PART NO	DESCRIPTION	Net Price	Ext Price
1ea	34224	Bluetooth Coupling for Trimble Nomad and Ranger and DAP CE5320b One Year Factory Warranty Subsequent Years \$400.00/year ** Nonstock item **		
		^13193-001 Trimble Nomad 900B with Integrated Bluetooth Two Year Factory Warranty Subsequent Years \$600.00/year ** Nonstock item **	2975.000	2975.00
1ea	34225	13245-001 Trimble Nomad Charger Communications Cradle ** Nonstock item **	510.000	510.00
1ea	41773	^13525-200 Neptune N_Sight Plus V5.0 Handheld and Mobile Meter Reading Only 1-10,000 Customers Annual Maintenance After First Year - \$995.00 ** Nonstock item **	2995.000	2995.00
1ea	7145	Neptune Training	1495.000	1495.00
2ea	41761	^13458-000 Neptune R900 Gateway V4- Cellular One Year Factory Warranty Subsequent Years \$1,445.00/year ** Nonstock item **	8925.000	17850.00
2ea	38015	13070-100 Neptune UPS Outdoor System Assembly - Wall/Pole Version ** Nonstock item **	2550.000	5100.00
2ea	41772	13145-000 Neptune	120.000	240.00
*** Continued on Next Page ***				

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John Schulte	FREE DELIVERY	NET 30 DAYS	07/01/15	Yes
ORDER QTY	PART NO	DESCRIPTION	Net Price	Ext. Price
2ea	27744	RF Antenna Wall Mounting Bracket ** Nonstock item ** 13146-100	580.000	1160.00
500ft	29205	Neptune R900 Gateway RF Antenna ** Nonstock item ** ^10046-118 7/8" Helix Coax Cable for antenna heights between 100' and 200' As required - Lengths will be custom cut upon ordering. ** Nonstock item **	8.500	4250.00
2ea	27746	8138-190 Neptune Connector, Female Coax (2 connectors required installation) ** Nonstock item **	49.200	98.40
4ea	27747	10046-117 Neptune Coax Jumper 6' FOR GPRS (2 connectors required for installation) ** Nonstock item **	118.800	475.20
1ea	41885	^13525-100 Neptune N_Sight Plus V5.0 AMI Fixed Base Software 1-10,000 Customers Annual Maintenance After First Year \$3,832.00 ** Nonstock item **	9995.000	9995.00
1ea	41775	12953-001 Neptune N_Sight Plus Host Software	9995.000	9995.00
*** Continued on Next Page ***				

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John Schulte	FREE DELIVERY	NET 30 DAYS	07/01/15	Yes
ORDER QTY	PART NO	DESCRIPTION	Net Price	Ext Price
		Training and Implementation 1-10,000 Customers ** Nonstock item ** TAXES NOT INCLUDED		

This is a Quotation.

Prices are subject to change without notice.
 Applicable taxes extra.

Subtotal	205328.10
S&H CHGS	0.00
Amount Due	205328.10

jet

HIRING FAIR

Jet.com is Hiring!

Jet.com's Kansas City Fulfillment Center (Gardner/Edgerton, KS) is a fast-paced environment fully focused on getting orders out the door in a timely and accurate manner. Our fulfillment team is brand new so be prepared for rapid growth! We want employees who care and take pride in their work, and given that we're a start-up, you will need to be a jack of all trades - be prepared to wear many hats!

Hiring Fair

- ⇒ **Date: November 18th, 2015**
- ⇒ **Time: 4pm –7pm**
- ⇒ **Location: Learning and Career Center
30750 W. 193rd Street Edgerton, KS 66021**
- ⇒ **Pay starts at \$12/hour**
- ⇒ **Various Schedules**
- ⇒ **Register at www.kansasworks.com as a jobseeker**



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email at lori@jet.com

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P: 913.893.6231
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November 12, 2015

To: Mayor and City Council

From: Beth Linn, City Administrator
Kenneth Cook, Community Development Director
Charlie Lydon, Code Enforcement/Animal Control Officer

Re: Breed Specific Legislation

On September 24, 2015, Edgerton City Council held a work session discussing possible revisions to the City of Edgerton Animal Ordinances. During the work session, one topic of discussion was the City's existing ban on pit bull dogs versus removing the breed specific legislation against pit bulls and focusing on legislation for dangerous and vicious animals.

Following the work session, staff led by the City's Animal Control/Code Enforcement Officer has been researching breed specific legislation vs. dangerous dog legislation both in the Kansas City metropolitan area and nationwide. Below is a summary of that research. This research is meant as a representative sample.

Staff presents this information for review and consideration by City Council to assist in determining a consensus in how or if the staff should draft any removal or revision of the current legislation with other revisions identified during the work session.

BREED SPECIFIC LEGISLATION (BSL) is defined as a law that bans OR restricts certain types of dogs based on their appearance, usually because they are perceived as "dangerous" breeds or types of dogs.

Area Jurisdictions with no recent changes:

Olathe – Dangerous Dog ordinance – No BSL
Gardner – Dangerous Dog ordinance – No BSL
Lawrence – Dangerous Dog ordinance – No BSL
Overland Park – Pit Bull ban – unless registered prior to 2006
Prairie Village – Pit Bull ban
Shawnee – Pit Bull ban
Leawood – Pit Bull ban
De Soto – Pit Bulls allowed with restrictions

Area Jurisdictions with recently lifted bans:

Bonner Springs – 2014

Garnett – 2013

Osawatomie -2013

Topeka – 2010

Basehor – 2013

Edwardsville – 2013

Roeland Park – 2015

Spring Hill - 2014

National organizations in favor of breed neutral ordinances rather than breed specific legislation:

NACA (National Animal Control Association): provides animal control training for majority of animal control officers in the US

AVMA (American Veterinary Medical Association): represents the approx. 86,000 US veterinarians

ASPCA (American Society for Protection of Cruelty to Animals)

ABA (American Bar Association)

AKC (American Kennel Club)

CDC – (Centers for Disease Control and Protection)

Court Cases:

Overland Park 1989

The plaintiffs seek to enjoin the City of Overland Park from enforcing an ordinance regulating the ownership of pit bulls within the city. The plaintiffs are thirteen residents of Johnson County, Kansas, who own dogs kept within the City of Overland Park, Kansas. In their petition filed with the district court, the plaintiffs contended that the ordinance was unconstitutionally vague and overbroad, and violated their rights to due process and equal protection of the laws.

ROUPP v. CONRAD 2001 New York Supreme Court

The condemnation of an individual dog in the context of a dangerous dog proceeding solely by virtue of its breed is without any legal basis. We have repeatedly held that “there is no persuasive authority for the proposition that a court should take judicial notice of the ferocity of any particular type or breed of domestic animal.”

State laws passed to prohibit county or municipality BSL – Currently 19 states
TEXAS

Sec. 822.047. LOCAL REGULATION OF DANGEROUS DOGS. A county or municipality may place additional requirements or restrictions on dangerous dogs if the requirements or restrictions:

- (1) are not specific to one breed or several breeds of dogs; and
- (2) are more stringent than restrictions provided by this subchapter.

ILLINOIS

Illinois Compiled Statutes

Chapter 510 Animals

(510 ILCS 5/) Animal Control Act.

Sec. 15. (a) Vicious dogs shall not be classified in a manner that is specific as to breed.

Sec. 24. Nothing in this Act shall be held to limit in any manner the power of any municipality or other political subdivision to prohibit animals from running at large, nor shall anything in this Act be construed to, in any manner, limit the power of any municipality or other political subdivision to further control and regulate dogs, cats or other animals in such municipality or other political subdivision provided that no regulation or ordinance is specific to breed.

MICHIGAN

A bill to prohibit a local unit of government from enacting an ordinance or rule that regulates a dog based solely on breed, perceived breed, or type; and to provide for the powers and duties of certain local governmental entities. THE PEOPLE OF THE STATE OF MICHIGAN ENACT: 1 Sec. 1. (1) A local unit of government shall not enact or 2 enforce an ordinance or rule that regulates a dog based solely on 3 the breed, perceived breed, or type of dog. 4 (2) This act does not prohibit a local unit of government from 5 enacting an ordinance or rule that places restrictions or imposes 6 additional requirements on dogs or dog owners. 7 (3) As used in this act, "local unit of government" means a 8 county, city, village, or township.

Bite Statistics

Approximately 80 million dogs in the US currently. Pit Bull or Pit Bull type dogs account for roughly 4 percent or 3.2 million dogs.

- Approximately 92 percent of fatal dog attacks involved male dogs, of which, 94 percent were not neutered.
- Approximately 25 percent of fatal dog attacks involved dogs that were chained.
- Approximately 75 percent of dog bites occur on the victim's property, and most victims know the dog responsible for the attack.

BSL carries a host of negative and wholly unintended consequences:

- Dogs Suffer. Rather than give up beloved pets, owners of highly regulated or banned breeds often attempt to avoid detection by restricting their dogs' outdoor exercise and socialization—forgoing licensing, microchipping and proper veterinary care, and avoiding spay/neuter surgery and essential vaccinations. Such actions can have a negative impact on both the mental and physical health of these dogs.
- Owners Suffer. Responsible owners of entirely friendly, properly supervised and well-socialized dogs who happen to fall within the regulated breed are required to comply with local breed bans and regulations. This can lead to housing issues, legal fees or even relinquishment of the animal.

- Public Safety Suffers. Breed-specific laws have a tendency to compromise rather than enhance public safety. When animal control resources are used to regulate or ban a certain breed, the focus is shifted away from effective enforcement of laws that have the best chances of making communities safer: dog license laws, leash laws, anti-animal fighting laws, anti-tethering laws, laws facilitating spaying and neutering and laws that require all owners to control their dogs, regardless of breed. Additionally, guardians of banned breeds may be deterred from seeking routine veterinary care, which can lead to outbreaks of rabies and other diseases that endanger communities. - ASPCA