

**EDGERTON CITY COUNCIL
MEETING AGENDA
CITY HALL, 404 EAST NELSON STREET
FEBRUARY 9, 2023
7:00 P.M.**

Call to Order

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

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

4. Approve Minutes from January 26, 2023 Regular City Council Meeting.
5. Approve Concurrence to Bid The Greenspace Project

Motion: _____ Second: _____ Vote: _____

Regular Agenda

6. **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.
7. **Public Comments.** The City of Edgerton encourages public participation in local governance issues. To facilitate an efficient and effective meeting, persons wishing to address the City Council must sign-up before the meeting begins. Speakers must provide their name and address for the record and are limited to three (3) minutes. The maximum time limit for all speakers will be thirty (30) minutes. Comments on personnel matters or matters pending before court/other outside tribunals are not permitted. Any comments are for informational purposes only. No action will be taken.

The Mayor may modify these provisions, as necessary. The Mayor may limit any unnecessary, off-topic, or redundant comments or presentations. Speakers should address their comments to City Council members only and should not speak to fellow audience members. City Council members will not engage in a dialogue or debate with speakers. Speakers and audience members should conduct themselves in a civil and respectful manner. Disruptive conduct may result in removal from the meeting.

Business Requiring Action

8. **CONSIDER REVISED PURCHASING POLICY**

Motion: _____ Second: _____ Vote: _____

9. **CONSIDER A PROFESSIONAL SERVICES AGREEMENT WITH TETRA TECH TO PROVIDE DESIGN SERVICES FOR THE 2023 CDBG 1ST AND HULETT SANITARY SEWER REHABILITATION PROJECT**

Motion: _____ Second: _____ Vote: _____

10. CONSIDER THE PURCHASE OF TWO COMMERCIAL MOWERS (60" & 72"), TO BE PURCHASED FROM HERITAGE TRACTOR/JOHN DEERE

Motion: _____ Second: _____ Vote: _____

11. Report by the City Administrator

- Pavement Preservation Program Update (2023 and 2024 Street Preservation Program)
- 4th Quarter Community Development Report

12. Report by the Mayor

13. Future Meeting Reminders:

- February 14th: Planning Commission Meeting – 7:00PM
- February 23rd: City Council Meeting – 7:00PM
- March 9th: City Council Meeting – 7:00PM
- March 14th: Planning Commission – 7:00PM
- March 23rd: City Council Meeting – 7:00PM

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

EVENTS

February 14: Tales for Tots
February 10: Sweetheart Boogie
February 17: Kids Spa Morning
February 17: Kids Car Track Afternoon
February 21: Mardi Gras Beignets and Masks

City of Edgerton, Kansas
Minutes of City Council Regular Session
January 26, 2023

A Regular Session of the City Council (the Council) was held in the Edgerton City Hall, 404 E. Nelson, Edgerton, Kansas on January 26, 2023. The meeting convened at 7:00PM with Mayor Roberts presiding.

1. ROLL CALL

Clay Longanecker	present
Josh Lewis	present
Josh Beem	present via phone
Deb Lebakken	present
Bill Malloy	present

With a quorum present, the meeting commenced.

Staff in attendance:

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

2. WELCOME. Mayor Roberts welcomed all in attendance to the meeting.

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

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

4. Approve Minutes from January 12, 2023 Regular City Council Meeting.

With no questions or comments, Mayor Roberts requested motion to approve the consent agenda.

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

Regular Agenda

5. Declaration. There were no declarations made.

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

7. **Presentation** by Johnson County Department Health and Environment regarding Recycle Right Program.

Brandon Hearn with Johnson County Department of Health and Environment addressed the Council. He stated they have had preliminary talks with city staff and would like to work with the city on an educational recycling program in Edgerton. He stated one of the biggest issues in recycling is contamination because people are not aware of what is and is not accepted at recycling facilities.

He stated they started a pilot program called Recycle Right with Waste Management a few years ago to place "oops tags" on bins to let residents know of materials that should not be in the bins. He and staff at Johnson County Health and Environment (JCDHE) walk neighborhoods before recycling bins are picked up and look for items in recycling bins that should not be there. He told the Council they work with the city and the hauler to notify residents, coordinate dates and times for the review, and educate on best practices. He stated this is an education campaign designed to help residents recycle correctly. Residents are allowed to opt out of participating in the program.

Mayor Roberts stated he was amazed to find out that the Amazon bubble envelopes are not recyclable curbside.

Mr. Hearn stated a lot of people see the symbol and think that means it can be put in any recycling, but that is not the case; rather, the product itself is recyclable but may need to be disposed of at specific locations.

Mayor Roberts stated he believes the educational campaign could make a difference. He stated he would like to see about the possibility of having a glass container for the community. He stated he tried in the past but at that time Edgerton was too far out.

Mr. Hearn stated he would love to have a conversation with his contact for glass recycling and see about that possibility.

Ms. Linn stated staff will work with JCDHE to notify the community that staff from JCDHE will be out. She stated staff started researching recycling education opportunities because Tim Henry with Gardner Disposal notified staff about the amount of contamination in recycling bins. She stated there is no charge for this to the city or the residents.

Mayor Roberts stated Mr. Henry expressed that Edgerton was the worst for contamination of recycle.

Councilmember Longanecker asked how much it takes to contaminate.

Mr. Hearn stated that recycling is a business, so they want the purest product they can to then sell that where it needs to go. He stated sorting facilities try to get through as much as possible, but it adds costs when ideally the problem could be fixed at the curb. He stated

hopefully putting a few things in people's minds will cut down on the contamination. He stated this is really an opportunity to learn and give a baseline to adjust moving forward.

Mayor Roberts stated he thinks many want to do it right, they just don't know.

Councilmember Lebakken asked what percentage of material found in recycling bins is either unrecyclable or contaminated.

Mr. Hearn stated they have sorted and weighed components at a facility and right now the average is around 25%. Bagged recycling is a major problem because that goes right to the trash.

Ms. Linn stated staff is working with JCDHE to get a schedule, but they are looking to start this with better weather in the spring.

Business Requiring Action

8. CONSIDER RESOLUTION NO. 01-26-23A AUTHORIZING THE CITY OF EDGERTON, KANSAS TO ENTER INTO A DEVELOPMENT AGREEMENT FOR A HOUSING DEVELOPMENT PROJECT AND REPEALING RESOLUTION NO. 09-22-22B

Mr. Scott Anderson, Bond Counsel, addressed the Council. He stated the City previously entered into an approved agreement with the Rausch Coleman entity for a housing development that will be known as Dwyer Farms. He stated the city did previously approve an agreement in September 2022, however after approval, Rausch Coleman came back and wanted to negotiate a couple other things. He stated before Council tonight is a signed development agreement by Rausch Coleman. He stated he is asking the Council for consideration to repeal the previous resolution from September and approve the new development agreement with a new resolution. He referenced Article 7 of the agreement which states the changes made from previous versions, such as the developer agreeing to award contract for construction of project site improvements by June 1, 2024, agreement to construct first home by the end of 2024. He stated the City has also agreed to provide sewer service and the terms of this are written in such a way that the city is to provide at such a time that it does not slow down the project. He stated the agreement still contains surety bond provisions; developer must post a bond in case they do not build at a rate they're supposed to for the RHID. He stated the city did start the RHID process when originally approved, that process will have to start over with the approval of this resolution tonight.

Ms. Linn stated the newly revised development agreement does include the original ordinance that shows the development agreement as previously approved.

With no further discussion Mayor Roberts requested motion to approve the resolution.

Councilmember Longanecker moved to approve the motion, seconded by Councilmember Lebakken. Resolution No. 01-26-23A was approved, 5-0.

9. CONSIDER RESOLUTION NO. 01-26-23B DETERMINING THE INTENT OF THE CITY OF EDGERTON, KANSAS, TO ISSUE ITS TAXABLE INDUSTRIAL REVENUE BONDS IN THE APPROXIMATE AMOUNT OF \$30,000,000 TO PAY THE COST OF ACQUIRING, CONSTRUCTING AND EQUIPPING A COMMERCIAL FACILITY FOR THE BENEFIT OF TRANSPAC LEASING INCORPORATED

Mr. Anderson stated Transpac Leasing Incorporated has been operating a surface container storage lot. He stated at the time the city issued bonds in 2016 to allow sales tax exemption for constructing this project. He stated no property tax abatement was approved and the only incentive is a sales tax exemption certificate. He stated the project has not been built out as quickly as they were expecting and has asked the city to extend the exemption which requires a new bond issue. He stated the Resolution of Intent states they can use the project exemption certificate for the constructing of the remainder of the project. He stated also included is an ordinance that authorizes the execution of the bond documents. He stated these bonds are no obligation to the city.

Mayor Roberts stated he would like to stress a couple things for the benefit of the public and new councilmembers. He stated these bonds are not the obligation of the city to pay and there is no property tax abatement for this LPKC growth. He stated container storage has never been abated but does typically have sales tax exemption for construction material.

With no further discussion Mayor Roberts requested motion to approve the resolution.

Councilmember Longanecker moved to approve the motion, seconded by Councilmember Malloy. Resolution No. 01-26-23B was approved, 5-0.

10. CONSIDER ORDINANCE NO. 2129 AUTHORIZING BOND DOCUMENTS AND THE ISSUANCE OF THE CITY'S TAXABLE INDUSTRIAL REVENUE BONDS (TRANSPAC LEASING INCORPORATED PROJECT) SERIES 2023, FOR THE PURPOSE OF FINANCING THE COST OF A SURFACE CONTAINER STORAGE LOT

Mr. Anderson stated the information regarding this item was mentioned before in the description of Resolution No. 01-26-23B.

With no questions or comments Mayor Roberts requested motion to approve Ordinance No. 2129.

Councilmember Lewis moved to approve the motion, seconded by Councilmember Longanecker. Ordinance No. 2129 was approved, 5-0.

11. CONSIDER RESOLUTION NO. 01-26-23C APPOINTING ZACHARY MOORE AS ZONING ADMINISTRATOR

Ms. Linn stated this resolution is a formality for the newly hired Development Services Director position, it moves the responsibility of the Zoning Administrator from her to Zachary Moore as part of his position.

With no questions or comments Mayor Roberts requested motion to approve Resolution No. 01-26-23C, appointing Zachary Moore as Zoning Administrator.

Councilmember Lebakken moved to approve the motion, seconded by Councilmember Malloy. Resolution No. 01-26-23C was approved, 5-0.

12. CONSIDER AN AGREEMENT WITH HELPING HANDS CLEANING MINISTRY TO PROVIDE JANITORIAL SERVICES FOR THE EDGERTON CITY HALL AND AUXILIARY OFFICE SPACE

Ms. Linn stated that our current cleaning contract is a month-to-month contract and due the service quality, staff is recommending termination of the current contract and entering into the agreement with Helping Hands Cleaning Ministry. She stated the yearly cost is an increase from the previous company but there is still adequate budget.

With no questions or comments Mayor Roberts requested motion to approve the contract with Helping Hands Cleaning Ministry for janitorial services.

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

13. Report by the City Administrator

- **WALK ON:** Consider a Project Budget Adjustment for Library Roof Project and Library Brick Project

Mr. Merkh addressed the Council. He stated staff is requesting an adjustment to the previously approved project budget with an increase of \$8,000.

He stated when executing the contract with 435 Roofing, staff did not realize the contract included a range of pricing, rather than a singular contract price. He stated the lowest price point was to complete the overlay of roofing material with new roofing material, the highest price point was to completely remove the existing roof and replace with new roofing material. He stated based on the conditions of the roof, the contractor had to do a mix of both overlay and replacement. This resulted in the actual price of work being higher than the lowest end of the range, which was the approved price point. He stated staff noticed this when an invoice was received that was greater than the anticipated lower end price.

He stated the scope completed provides the most appropriate product for the longevity of the roof and staff has implemented procedures moving forward to verify pricing for future projects. He stated in working with library staff, they also identified an additional scope of work being recommended to City Council for addition to the contract with GKW for the brick repair and replacement. He stated staff would recommend a safety improvement to remove and reestablish the bricks on the back patio to remove various hazards on the walking surface. He stated this additional scope was not originally funded. He stated the quality of work provided by GKW Group has been exceptional and staff would recommend utilizing their expertise and availability while already on site to complete this work. He stated it is a proposed \$1,550 and staff would recommend increasing the budget by this amount to ensure the greatest positive impact to the facility.

He stated between the two projects the \$8,000 additional funding can be found in the General Fund.

Councilmember Lewis asked why staff did not recognize that there was a range for the price of the roof.

Mr. Merkh stated the pricing was established from minimum to maximum placement.

Councilmember Lewis asked how much the amount is over.

Mr. Merkh stated roughly \$6,000.

Councilmember Lewis stated the roof replacement ended up costing roughly \$30,000.

Mr. Merkh stated yes and the workmanship has been excellent.

Mayor Roberts stated he looks forward to seeing how they do with remainder of project. He stated the bricks there are apart of the original renovation with many members of the community names on them.

With no further discussion Mayor Roberts requested motion to approve the budget increase of \$8,000 and authorization of Mayor to execute the change order.

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

- 8th and Braun Intersection Improvements Project Update

Mr. Merkh stated they plan to pave the last two portions on Friday and what they pour will need a full 7 days to cure. He stated staff is requesting an extension of an additional week for opening the roadway. He stated the intention is to open it to traffic February 6th with the project being substantially complete that following week. He stated permanent seeding and road markings will be completed in spring with warmer weather.

- The Greenspace Project Update

Ms. Linn stated many may have noticed the yellow signs in front of the yellow house. She stated the city has reached the point where it is time for our very own project to go through development process. She stated staff submitted an official application related to The Greenspace project and four applications will be going to planning commission. The first will be the rezoning application which is requested to become downtown commercial for the entirety of the project area. She stated then the preliminary and final plats will go before planning commission to establish the lots for the project. She stated the site plan will also be going to the development team for their review to make sure everything meets city code. She stated the City purchased the house just south of the library and staff from the yellow house and a few others will move to that location as temporary office space. She stated the city has first right of refusal on property on the southwest corner.

She showed conceptual renderings of The Greenspace and draft site plan drawings to the Council.

She stated staff has been working with the team as they prepare documents for bid. She stated bidding and demolition are slated for March with construction to begin in June of this year.

Councilmember Lewis stated based on schedule, it's looking like it will be complete by end of 2024.

Ms. Linn stated hopefully.

14. Report by the Mayor

Mayor Roberts stated he had no report to give.

15. Future Meeting Reminders:

- February 9th: City Council Meeting – 7:00PM
- February 14th: Planning Commission Meeting – 7:00PM
- February 23rd: City Council Meeting – 7:00PM
- March 9th: City Council Meeting – 7:00PM
- March 14th: Planning Commission – 7:00PM
- March 23rd: City Council Meeting – 7:00PM

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

Mayor Roberts requested motion to recess into executive session for the above-mentioned exception for 15 minutes. He stated the meeting will resume in the Council Chambers.

Councilmember Lebakken moved to recess into executive session with no action taken for 15 minutes, Councilmember Lewis seconded the motion.

The meeting recessed into executive session at 8:20PM for 15 minutes.

Councilmember Lebakken moved to return to open session to request an additional 5 minutes. This motion was seconded by Councilmember Lewis.

The meeting recessed back into executive session at 8:35PM.

Councilmember Longanecker moved to return to open session with no action taken, seconded by Councilmember Malloy.

Open session resumed at 8:40PM.

17. Adjourn

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

Councilmember Lewis moved to adjourn, seconded by Councilmember Longanecker. The meeting was adjourned at 8:40PM, 5-0

Submitted by Alexandria Clower, City Clerk

City Council Action Item

Council Meeting Date: February 9, 2023

Department: Public Works

Agenda Item: Consider Concurrence to Bid The Greenspace Project

Background/Description of Item:

On August 26, 2021, City Council approved the contract with the architect Incite Design Studio. On November 18, 2021, City Council approved a contract with Henderson Building Solutions for the services of Owner's Representative. On December 9, 2021, City Council attended a work session to get familiar with early concepts of the building details.

City Council held a work session on August 25, 2022, to align scope and budget with the current vertical construction market. Following this work session, the updated project budget (\$8,704,50) and scope was approved by Council on September 9, 2022.

The Greenspace Project includes a one-story building at approximately 13,000 square feet. The building consists of a gymnasium, walking track, community rooms, fitness room/storm shelter, kitchen, City staff space, covered stage, splash pad, improvements to the lawn area, and improvements to south side of Nelson Street (East 4th to East 3rd). The Project will include bid alternates to construct the south parking lot and improvements to the north side of Nelson Street.

At a future council meeting, staff will provide the results for the bidding process. Also at this meeting staff will present an updated project budget.

For this project, staff anticipates the bidding schedule as follows: (subject to change)

- Advertisement for Bidding: April 2023
- Bid Opening: May 2023
- Award Bid: Summer of 2023
- Construction to Begin: Summer of 2023
- Construction Complete: December 2024

Funding for this project is anticipated to be GO Bonds.

Related Ordinance(s) or Statue(s):

Funding Source: General Obligation Bonds (using revenues from LPKC Phase I Maintenance Fee and roll-off of LPKC abatements for payment of annual debt service)

Budget Allocated: \$ 8,704,950

Finance Director Approval: ☒ 
Karen Kindle, Finance Director

Recommendation: Approve Concurrence to Bid The Greenspace Project.

Enclosed: N/A

Prepared by: Dan Merkh, Public Works Director

City Council Action Item

Council Meeting Date: February 9, 2023

Department: Administration

Agenda Item: Consider Revised Purchasing Policy

Background/Description of Item:

In the past couple of years as staff has worked on various projects, there have been times when items needed for projects have taken longer than expected to acquire, causing delays in the project. In other instances, the pricing of the item is volatile and changes on a daily or weekly basis, causing problems for the project budget. For higher cost items, this volatility not only effects the price of the item but also the markup by the contractor. This has occurred for organizations all over the country and many organizations have addressed this issue by allowing early procurement of these types of items.

The City's current purchasing policy does not allow early procurement. Staff recommends revising the purchasing policy to allow approval of early procurement when one or more of the following circumstances are affecting the project:

- Lead time/fabrication time
- Delivery time
- Pricing volatility/markup of item

Early procurement approval is subject to the same approval levels that exist in the purchasing policy for normal purchases. The recommended change to the policy also requires that the method of purchase be approved at the same time that the early procurement authority is granted.

Other minor updates to the purchasing policy include the following:

- Revising the title of the "Special Services & Equipment" section to be "Professional Services and Specialized Equipment.
- Clarifying that for professional services, the procurement process can also be done via RFQ.
- Removing the requirement for a resolution to be passed by the Governing Body in order to approve the use of the Design-Build Construction procurement method. Governing Body approval is still required, but it does not have to be in the form of a resolution.
- Changing the petty cash custodian from the City Clerk to a staff member designated by the City Administrator.

Related Ordinance(s) or Statute(s): n/a

Funding Source: n/a

Budget Allocated: n/a

x Karen E. Kindle

Finance Director Approval: Karen Kindle, Finance Director

Recommendation: Approve the Revised Purchasing Policy
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Enclosed: Purchasing Policy Redlined
Purchasing Policy Clean

Prepared by: Karen Kindle, Finance Director

**City of Edgerton, Kansas
Purchasing Policy**

1. Policy Objective

It is the objective of the Governing Body to maximize the purchasing power and value of public funds and ensure the purchasing process is conducted in an ethical, fair and open manner.

2. Provisions

The City is tax-exempt as a political subdivision under Section 4221(a) of the Internal Revenue Code. K.S. A. 79-3606 provides a sales tax exemption to Kansas political subdivisions on the purchase, lease or rental of tangible personal property and on the purchase of taxable services used exclusively for political subdivision purposes, as well as to contractors hired by Kansas political subdivisions who purchase tangible personal property for use in constructing, equipping, reconstructing, maintaining, repairing, enlarging, furnishing or remodeling facilities for said political subdivision. For purchases from Missouri vendors, the City's tax-exempt status is valid only when items purchased from Missouri vendors are delivered within the State of Kansas.

When applicable, the City shall furnish a sales tax exemption certificate number as supplied by the Kansas Department of Revenue. Application for the sales tax exemption certificate shall be made by the City Clerk's office. When sealed bids are not taken, it is the responsibility of the applicable department to coordinate the sales tax exemption process with the City Clerk. The successful bidder (contractor) shall be required to comply with K.S.A. 79-3606, as amended.

3. Purchasing Authority

The following table contains the levels of purchasing authority and related procedures.

Authority Level	Authorizing Party *
\$0 - \$1,000	Department Head or designee
\$1,001 - \$15,000	City Administrator <ul style="list-style-type: none">At least three (3) verbal quotes must be obtained.
Over \$15,000	Governing Body <ul style="list-style-type: none">Formal bids are required.The Governing Body may authorize the City Administrator to approve invoices for payment for purchases over \$15,000 as those invoices are received.
Over \$25,000	Governing Body must approve the item or project prior to initiating the bidding process.

* No purchase shall be approved unless there is sufficient unencumbered budget balance to cover the purchase.

4. Emergency Purchases

Exceptions from the purchasing policy will be made for the following items or circumstances:

- For emergency maintenance of structures, city infrastructure and equipment that cannot be postponed until action can be taken by the Governing Body.
- For situations where the safety of the public or employees is at-risk and prompt action is justified to prevent possible injury or death.

**City of Edgerton, Kansas
Purchasing Policy**

5. Sole Source Purchases

Sole Source Criteria

The following are the criteria that must be met in order for the purchase to qualify as a sole source purchase:

- The vendor is the original equipment provider and required parts or equipment are unavailable from another vendor;
- The compatibility or conformity with City owned equipment, materials or expertise in which non-conformance would require the expenditure of additional funds;
- No other equipment is available that shall meet the specialized needs of the Department or perform the intended function;
- Detailed justification is available which reasonably establishes that the vendor is the only source practicably available to provide the item or service required;
- Written demonstration and justification is available which reasonably and practicably establishes that the selection of a sole source vendor is in the best interest of the City.

Sole Source Approval Authority

Approval Level	Authorizing Party
\$0 - \$15,000	City Administrator
Over \$15,000	Governing Body

6. Cooperative Purchases

Cooperative purchasing is a process by which two or more jurisdictions cooperate to purchase items from the same vendor. This form of purchasing has the benefits of reducing administrative costs, eliminating duplication of effort, lowering prices, sharing information and taking advantage of expertise and information that may be available in only one of the jurisdictions.

Cooperative Purchasing Authority

- Participation in cooperative purchases as described in this section is exempted from competitive bidding and advertising requirements.
- The City Administrator, or his/her designee, is authorized to participate in, sponsor, conduct or administer a cooperative procurement agreement with one or more other public bodies.
- The City Administrator is authorized to use the Kansas Division of Purchasing or political subdivisions of the State, other governmental entities and/or purchasing cooperatives (Kansas City Regional Purchasing Cooperative, MARC, etc.) in the purchase of supplies, materials or equipment when such actions shall serve the best interest of the City.
- The City Administrator is authorized to "piggy-back" contracts entered into by other jurisdictions.
- The approval levels for purchases made via cooperative purchasing are:

Cooperative Purchasing Approval Level	Authorizing Party
\$0 - \$15,000	City Administrator
Over \$15,000	Governing Body

**City of Edgerton, Kansas
Purchasing Policy**

7. Early Procurement

The City may wish to procure certain items prior to bidding a project if one or more of the following circumstances will affect the City's ability to complete the project:

- Lead time for fabrication/delivery
- Pricing volatility
- To control markup on the item

Early procurement for each individual item must be approved, including the procurement method (as allowed by this purchasing policy), according to the following chart.

Authority Level	Authorizing Party
<u>\$0 - \$1,000</u>	Department Head or designee
<u>\$1,001 - \$15,000</u>	City Administrator
<u>Over \$15,000</u>	Governing Body <ul style="list-style-type: none">- Formal Bids are required.- The Governing Body may authorize the City Administrator to approve invoices for payment for special goods/services over \$15,000 as those invoices are received.
<u>Over \$25,000</u>	Governing Body must approve the special good/service prior to initiating the RFP process.

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7.8. Professional Services & Specialized Equipment

Recognizing that acquisition of some goods, services or professional services, are of such a unique or complex nature that a structured competitive bid process based solely upon the lowest price would detract from the City's ability to acquire the most appropriate goods or services, the City Administrator and/or Governing Body may determine that it is in the best interest of the City to base the expenditure upon criteria other than the lowest cost. In such cases the City Administrator, or designee, may prepare requests for proposals (RFP) or a request for qualifications (RFQ).

Authority Level	Authorizing Party
<u>\$0 - \$1,000</u>	Department Head or designee
<u>\$1,001 - \$15,000</u>	City Administrator
<u>Over \$15,000</u>	Governing Body <ul style="list-style-type: none">- RFP process is required.- The Governing Body may authorize the City Administrator to approve invoices for payment for special goods/services over \$15,000 as those invoices are received.
<u>Over \$25,000</u>	Governing Body must approve the special good/service prior to initiating the RFP process.

RFP Process - Special goods/services costing more than \$15,000

- A copy of the RFP/RFQ shall be sent to known vendors, published one time in the official City newspaper, posted at Edgerton City Hall and posted on the City's official website.
- A pre-proposal conference shall be held if deemed necessary by the City Administrator. The date, time and place of the pre-proposal conference shall be included in any publication of the RFP/RFQ.

**City of Edgerton, Kansas
Purchasing Policy**

- The City Administrator in conjunction with applicable City staff members may interview respondents, seek additional information or clarification from respondents and perform any other analysis necessary to evaluate the proposals received.
- Proposals may be accepted, rejected or negotiated prior to final contract approval by the Governing Body.
- The City Administrator in conjunction with applicable City staff members shall make a recommendation to the Governing Body.

8.9. Change Orders

The following chart shows the approval authority for change orders.

Change Order Amount	Authorizing Party
<ul style="list-style-type: none">• Less than 10% of the approved amount for the project or item; and• Less than \$15,000; and• Does not cause the project/item to exceed the budget for the project/item.	City Administrator
Greater than 10% of the approved amount for the project or item	Governing Body
Greater than \$15,000	Governing Body
Causes the project/item budget to be exceeded	Governing Body

9.10. Formal Bidding Requirements

These requirements shall apply to purchases of \$15,000 or more.

- A. Notice Inviting Bids – Notices inviting sealed bids shall:
- a. Include a general description of the article(s) or services to be purchased or supplied;
 - b. State where bid forms and specifications may be obtained;
 - c. State the time and place for the opening of bids;
 - d. Specify the amount and form of the bidder's security deposit if required;
 - e. State that bids shall be submitted and contracts awarded pursuant to the provisions of this policy and any other applicable rules, regulations or conditions;
 - f. State that the Governing Body may reject any and all bids for any reason;
 - ~~g.~~ Be published at least one (1) time in the official City newspaper; and
 - ~~h-g.~~ Be posted at Edgerton City Hall; and
 - ~~i-h.~~ Be posted on the City's official website.

Any other means of notice may be used in addition to those listed above.

- B. Bid Opening – Sealed bids shall be submitted as set forth in the published notice, and shall be identified as "bids" on the envelope and opened by the City Administrator, or designee, at a time and place stated in the published notice. A tabulation of all bids received shall be open for public inspection at Edgerton City Hall.
- C. Bid Rejection and Re-advertisement – The Governing Body may, at its discretion, reject any and all bids and may re-advertise for bids pursuant to the procedures prescribed by this policy.
- D. Tie Bids – If two(2) or more bids are received for the same total amount or unit price and all other applications being found equal, the Governing Body may accept either bid.

**City of Edgerton, Kansas
Purchasing Policy**

- E. Performance Bond – The City may require a performance bond in such amount as it may deem necessary to protect the interests of the City and the form and amount of such bond shall be specified in the notice inviting bids.
- F. Security Deposit – In all transactions in which sealed bids are required, the Governing Body or the City Administrator may require and specify the amount and form of the bidder's security deposit in the notice inviting bids.

The security deposit of the successful bidder shall be held to secure the capacity, readiness and willingness of the successful bidder to execute the contract. The deposits of the unsuccessful bidders shall be mailed to those bidders within ten (10) business days following the bid assignment. The successful bidder shall forfeit the deposit of bid security upon refusal or failure to execute the contract within ten (10) business days notice of award of the contract, unless otherwise specified.

10.11. Design and Construction Procurement

The Governing Body may approve use of the design-build methodology for design and construction procurement ~~following the approval of a resolution providing a determination by the Governing Body that~~ such methodology is in the best interests of the community and the public infrastructure project being considered.

14.12. Petty Cash

- The ~~City Clerk is the~~ petty cash custodian is designated by the City Administrator.
- The amount of the petty cash fund shall be approved by the City Administrator, or designee. Any changes to the amount of the petty cash fund shall be approved by the City Administrator, or designee.
- Petty cash may be used when funds are needed immediately and a procurement card cannot be used.
- When petty cash is given to an employee, a petty cash voucher shall be filled out by the City Clerk and signed by the individual receiving the money. The voucher shall indicate the amount issued to the individual and the purpose of the purchase.
- Individuals who receive petty cash must provide a sales receipt supporting the purchase made with the petty cash and return any unused petty cash. The sales receipt shall be attached to the petty cash voucher and any cash returned shall be noted on the petty cash voucher.
- The City Clerk shall request replenishment of the petty cash fund as needed depending on the amount of activity. Petty cash fund replenishment requests must be approved by the City Administrator.
- The petty cash fund shall be audited on a surprise basis at least annually by the City Administrator, or designee.
- The petty cash fund is subject to audit at any time by the City Administrator, or designee, or the external auditors.

12.13. Contracts

**City of Edgerton, Kansas
Purchasing Policy**

All contracts shall be reviewed and approved as to form by the City Attorney prior to approval/execution by the City Administrator or Governing Body according to the authorization levels outlined in the sections above.

13.14. Procurement Cards

Please refer to the Procurement Card Policy for information regarding the City's procurement card program.

14.15. Exceptions to the Purchasing Policy

Exceptions to this policy will be made for the following items or circumstances:

- A. Regular monthly utility payments; and
- B. Fuel, oil, chemicals or other commodities for which budget accounts have been established.

15.16. Responsibility for Enforcement

The City Administrator has overall responsibility for enforcement of this policy.

16.17. Effective Date

This policy shall take effect and be in force from and after its passage and approval.

**City of Edgerton, Kansas
Purchasing Policy**

1. Policy Objective

It is the objective of the Governing Body to maximize the purchasing power and value of public funds and ensure the purchasing process is conducted in an ethical, fair and open manner.

2. Provisions

The City is tax-exempt as a political subdivision under Section 4221(a) of the Internal Revenue Code. K.S. A. 79-3606 provides a sales tax exemption to Kansas political subdivisions on the purchase, lease or rental of tangible personal property and on the purchase of taxable services used exclusively for political subdivision purposes, as well as to contractors hired by Kansas political subdivisions who purchase tangible personal property for use in constructing, equipping, reconstructing, maintaining, repairing, enlarging, furnishing or remodeling facilities for said political subdivision. For purchases from Missouri vendors, the City's tax-exempt status is valid only when items purchased from Missouri vendors are delivered within the State of Kansas.

When applicable, the City shall furnish a sales tax exemption certificate number as supplied by the Kansas Department of Revenue. Application for the sales tax exemption certificate shall be made by the City Clerk's office. When sealed bids are not taken, it is the responsibility of the applicable department to coordinate the sales tax exemption process with the City Clerk. The successful bidder (contractor) shall be required to comply with K.S.A. 79-3606, as amended.

3. Purchasing Authority

The following table contains the levels of purchasing authority and related procedures.

Authority Level	Authorizing Party *
\$0 - \$1,000	Department Head or designee
\$1,001 - \$15,000	City Administrator <ul style="list-style-type: none">• At least three (3) verbal quotes must be obtained.
Over \$15,000	Governing Body <ul style="list-style-type: none">- Formal bids are required.- The Governing Body may authorize the City Administrator to approve invoices for payment for purchases over \$15,000 as those invoices are received.
Over \$25,000	Governing Body must approve the item or project prior to initiating the bidding process.

* No purchase shall be approved unless there is sufficient unencumbered budget balance to cover the purchase.

4. Emergency Purchases

Exceptions from the purchasing policy will be made for the following items or circumstances:

- For emergency maintenance of structures, city infrastructure and equipment that cannot be postponed until action can be taken by the Governing Body.
- For situations where the safety of the public or employees is at-risk and prompt action is justified to prevent possible injury or death.

**City of Edgerton, Kansas
Purchasing Policy**

5. Sole Source Purchases

Sole Source Criteria

The following are the criteria that must be met in order for the purchase to qualify as a sole source purchase:

- The vendor is the original equipment provider and required parts or equipment are unavailable from another vendor;
- The compatibility or conformity with City owned equipment, materials or expertise in which non-conformance would require the expenditure of additional funds;
- No other equipment is available that shall meet the specialized needs of the Department or perform the intended function;
- Detailed justification is available which reasonably establishes that the vendor is the only source practicably available to provide the item or service required;
- Written demonstration and justification is available which reasonably and practicably establishes that the selection of a sole source vendor is in the best interest of the City.

Sole Source Approval Authority

Approval Level	Authorizing Party
\$0 - \$15,000	City Administrator
Over \$15,000	Governing Body

6. Cooperative Purchases

Cooperative purchasing is a process by which two or more jurisdictions cooperate to purchase items from the same vendor. This form of purchasing has the benefits of reducing administrative costs, eliminating duplication of effort, lowering prices, sharing information and taking advantage of expertise and information that may be available in only one of the jurisdictions.

Cooperative Purchasing Authority

- Participation in cooperative purchases as described in this section is exempted from competitive bidding and advertising requirements.
- The City Administrator, or his/her designee, is authorized to participate in, sponsor, conduct or administer a cooperative procurement agreement with one or more other public bodies.
- The City Administrator is authorized to use the Kansas Division of Purchasing or political subdivisions of the State, other governmental entities and/or purchasing cooperatives (Kansas City Regional Purchasing Cooperative, MARC, etc.) in the purchase of supplies, materials or equipment when such actions shall serve the best interest of the City.
- The City Administrator is authorized to "piggy-back" contracts entered into by other jurisdictions.
- The approval levels for purchases made via cooperative purchasing are:

Cooperative Purchasing Approval Level	Authorizing Party
\$0 - \$15,000	City Administrator
Over \$15,000	Governing Body

**City of Edgerton, Kansas
Purchasing Policy**

7. Early Procurement

The City may wish to procure certain items prior to bidding a project if one or more of the following circumstances will affect the City's ability to complete the project:

- Lead time for fabrication/delivery
- Pricing volatility
- To control markup on the item

Early procurement for each individual item must be approved, including the procurement method (as allowed by this purchasing policy), according to the following chart.

Authority Level	Authorizing Party
\$0 - \$1,000	Department Head or designee
\$1,001 - \$15,000	City Administrator
Over \$15,000	Governing Body <ul style="list-style-type: none">- Formal Bids are required.- The Governing Body may authorize the City Administrator to approve invoices for payment for special goods/services over \$15,000 as those invoices are received.
Over \$25,000	Governing Body must approve the special good/service prior to initiating the RFP process.

8. Professional Services & Specialized Equipment

Recognizing that acquisition of some goods, services or professional services, are of such a unique or complex nature that a structured competitive bid process based solely upon the lowest price would detract from the City's ability to acquire the most appropriate goods or services, the City Administrator and/or Governing Body may determine that it is in the best interest of the City to base the expenditure upon criteria other than the lowest cost. In such cases the City Administrator, or designee, may prepare requests for proposals (RFP) or a request for qualifications (RFQ).

Authority Level	Authorizing Party
\$0 - \$1,000	Department Head or designee
\$1,001 - \$15,000	City Administrator
Over \$15,000	Governing Body <ul style="list-style-type: none">- RFP process is required.- The Governing Body may authorize the City Administrator to approve invoices for payment for special goods/services over \$15,000 as those invoices are received.
Over \$25,000	Governing Body must approve the special good/service prior to initiating the RFP process.

RFP Process - Special goods/services costing more than \$15,000

- A copy of the RFP/RFQ shall be sent to known vendors, published one time in the official City newspaper, posted at Edgerton City Hall and posted on the City's official website.
- A pre-proposal conference shall be held if deemed necessary by the City Administrator. The date, time and place of the pre-proposal conference shall be included in any publication of the RFP/RFQ.

**City of Edgerton, Kansas
Purchasing Policy**

- The City Administrator in conjunction with applicable City staff members may interview respondents, seek additional information or clarification from respondents and perform any other analysis necessary to evaluate the proposals received.
- Proposals may be accepted, rejected or negotiated prior to final contract approval by the Governing Body.
- The City Administrator in conjunction with applicable City staff members shall make a recommendation to the Governing Body.

9. Change Orders

The following chart shows the approval authority for change orders.

Change Order Amount	Authorizing Party
<ul style="list-style-type: none">• Less than 10% of the approved amount for the project or item; and• Less than \$15,000; and• Does not cause the project/item to exceed the budget for the project/item.	City Administrator
Greater than 10% of the approved amount for the project or item	Governing Body
Greater than \$15,000	Governing Body
Causes the project/item budget to be exceeded	Governing Body

10. Formal Bidding Requirements

These requirements shall apply to purchases of \$15,000 or more.

A. Notice Inviting Bids – Notices inviting sealed bids shall:

- a. Include a general description of the article(s) or services to be purchased or supplied;
- b. State where bid forms and specifications may be obtained;
- c. State the time and place for the opening of bids;
- d. Specify the amount and form of the bidder's security deposit if required;
- e. State that bids shall be submitted and contracts awarded pursuant to the provisions of this policy and any other applicable rules, regulations or conditions;
- f. State that the Governing Body may reject any and all bids for any reason;
- g. Be published at least one (1) time in the official City newspaper; and
- h. Be posted on the City's official website.

Any other means of notice may be used in addition to those listed above.

- B. Bid Opening –** Sealed bids shall be submitted as set forth in the published notice, and shall be identified as "bids" on the envelope and opened by the City Administrator, or designee, at a time and place stated in the published notice. A tabulation of all bids received shall be open for public inspection at Edgerton City Hall.
- C. Bid Rejection and Re-advertisement –** The Governing Body may, at its discretion, reject any and all bids and may re-advertise for bids pursuant to the procedures prescribed by this policy.
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City of Edgerton, Kansas
Purchasing Policy

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All contracts shall be reviewed and approved as to form by the City Attorney prior to approval/execution by the City Administrator or Governing Body according to the authorization levels outlined in the sections above.

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17. Effective Date

This policy shall take effect and be in force from and after its passage and approval.

City Council Action Item

Council Meeting Date: February 9, 2023

Department: Public Works

Agenda Item: Consider a Professional Services Agreement with Tetra Tech to Provide Design Services For The 2023 CDBG 1st and Hulett Sanitary Sewer Rehabilitation Project

Background/Description of Item:

On May 12, 2022 City Council approved the submission of an application to Johnson County for the 1st and Hulett Sanitary Sewer Project for Community Development Block Grant (CDBG) funding.

In October of 2022 Johnson County notified staff of the proposed award of the partial funding request (\$100,000). The amount is based on estimated funding, as the County has yet to receive their allocation from U.S. Department of Housing and Urban Development (HUD). The program year starts at the new year, and costs can be incurred after that date. Final authorization is dependent on Congress approving the budget, at that time City Staff will coordinate with Johnson County appropriately.

CDBG has an option to request two years' worth of funding, which would remove eligibility in the following year for a funding application. The maximum funding for one year is \$100,000 and for two years is \$200,000. In years prior the City has requested the two year amount of funding. This saved both the City and the County from excessive and repeated processing efforts. However, this year the County only awarded the one year maximum of \$100,000. In response to this drop in award, the City has reduced the scope of the project to allow for matching dollars to be available in 2024 for another submission of an application for funding. The budget listed in the CIP is \$328,500 and has since been revised to \$175,000.

The work proposed in this project is the same as the 2021 CDBG project at 7th and Nelson Street. The project reduces the amount of Inflow and Infiltration (I&I) from this area. I&I is the wastewater system receiving stormwater, then conveying it to the plant for treatment. In the City's Wastewater Master Plan, this area is identified an area of emphasis for I&I reduction within the City.

With the scope and intended goals of the project being identical to the 2021 project, City Staff reviewed the Request for Qualifications from the 2021 CDBG 7th and Nelson Project. Tetra Tech plans to utilize a project approach that minimizes design time by partnering with the contractor for field analysis efforts. Ultimately this approach should lower the cost of design,

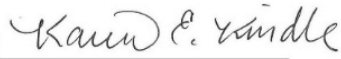
allowing the City to maximize system improvements. City Staff recommends Tetra Tech based on their experience providing services to municipalities both of similar size and larger populations, as well as experience with grant funding. The funding source for the project is identified as the Sewer Fund as well as the CDBG funding, by the CIP. The budget for the project listed in the CIP is \$175,000. The draft scope and fee have been reviewed by City Staff. The draft contract has been approved by City Attorney as well as the City's Insurance Representative.

If approved, staff anticipates beginning the design of the project immediately with construction to be completed in 2023.

Related Ordinance(s) or Statue(s):

Funding Source: Sewer Fund: \$75,000
CDBG: \$100,000

Budget Allocated: \$175,000

x 

Finance Director Approval: Karen Kindle, Finance Director

Recommendation: Approve Professional Services Agreement with Tetra Tech For Provide Design Services For The 2023 CDBG 1st and Hulett Sanitary Sewer Rehabilitation Project

Enclosed: Professional Services Agreement with Tetra Tech

Prepared by: Dan Merkh, Public Works Director

**PROFESSIONAL
SERVICES
AGREEMENT
CONSULTANT-CLIENT**

THIS PROFESSIONAL SERVICES AGREEMENT (this "Agreement") is made and entered into as of the _____ day of _____, _____ (the "Effective Date") by and between _____ Tetra Tech _____, party of the first part, (the CONSULTANT), and _____ City of Edgerton _____, party of the second part, (the CLIENT).

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

_____ 1st and Martin Sanitary Sewer Rehabilitation Project _____

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

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

The project consists of an estimated 2,300 linear feet of sanitary sewer rehabilitation. Tetra Tech will perform limited field inspections to determine the method of rehabilitation and if necessary, replacement for sewers and manholes in the project area. Tetra Tech will prepare design plans and specifications for bidding.

SECTION 1 – DEFINITIONS

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

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

SECTION 2 – RESPONSIBILITIES OF CONSULTANT

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

Name: Bridget Harper
Address: 415 Oak Street
Kansas City, MO 64016
Phone: (816) 412-1748

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

SECTION 3 – CLIENT RESPONSIBILITIES

3.1 GENERAL DUTIES AND RESPONSIBILITIES

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

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

Name: Brian Stanley
Address: 404 East Nelson Street
Edgerton, KS 66021
Phone: (913) 893-6231

SECTION 4 – PAYMENT

4.1 COMPENSATION

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

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

SECTION 5 – MUTUAL PROVISIONS

5.1 TERMINATION

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

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

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

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

5.2 DISPUTE RESOLUTION

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

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

5.3 OWNERSHIP OF INSTRUMENTS OF SERVICE

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

5.4 INDEMNIFY AND HOLD HARMLESS

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

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

5.5 ENTIRE AGREEMENT

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

5.6 APPLICABLE LAW

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

5.7 ASSIGNMENT OF AGREEMENT

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

5.8 NO THIRD PARTY BENEFICIARIES

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

5.9 COMPLIANCE WITH LAWS

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

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

5.10 TITLES, SUBHEADS AND CAPITALIZATION

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

5.11 SEVERABILITY CLAUSE

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

5.12 FIELD REPRESENTATION

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

5.13 HAZARDOUS MATERIALS

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

5.14 AFFIRMATIVE ACTION

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

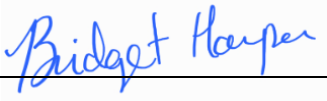
5.15 SPECIAL PROVISIONS

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

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

CONSULTANT:

TetraTech
(Firm Name)

By: 
Printed Name: Bridget Harper
Title: Project Manager

CLIENT:

**City of Edgerton,
Kansas**

By: _____
Printed Name: _____
Title: _____

END OF CONSULTANT-CLIENT AGREEMENT

EXHIBIT 1 SCOPE OF SERVICES

Exhibit 1 – Project Scope and Requirements

Client/Owner: City of Edgerton
Project Description Martin Street & 1st Street Sanitary Sewer Rehabilitation

Scope of the Project

The project consists of sewer and manhole rehabilitation and replacement within the City of Edgerton. The project area, depicted in **Attachment A**, contains an estimated 2,300 linear feet of 8-inch sewer main and approximately 10 manholes (Study Area). Tetra Tech will perform limited field inspections to determine the method of rehabilitation/replacement required for sewers and manholes in the area and prepare design plans and specifications for bidding.

Scope of Services

1.0 Project Management

1.1 Project Administration

CONSULTANT shall coordinate the overall work of the project to include all field inspections, engineering analysis, and design. CONSULTANT shall provide monthly progress reports that will show the percent completion of each task, overall project percent completion, time expended, and budget expended.

1.2 Progress meetings

CONSULTANT shall attend total of up to 6 meetings (all virtual via MS Teams) with the CITY. CONSULTANT shall prepare for the meeting by providing an agenda a minimum of 24 hours in advance and developing such supporting documents as will be needed to present the progress and findings of the project.

1.3 Quality Control

CONSULTANT's Quality Control Program will be implemented on all phases of the project to provide an independent review of the work. Quality control reviews will include checks for conformance with regulatory agency requirements, completeness and correctness of evaluations, design accuracy, feasibility of implementing recommendations, and adherence to contract requirements.

2.0 Public Involvement and Coordination

2.1 Inspection Notification

CONSULTANT shall conduct a public notification program prior to the field inspections to minimize potential alarm over the presence of field personnel in backyards.

2.2 Public Communications

CONSULTANT will respond to all telephone calls by building owners or occupants during all active phases of the project.

3.0 Field Inspections

3.1 Manhole Inspections

CONSULTANT will complete NASSCO MACP® Level 2 inspections for up to ten (10) manholes in the study area. Inspections will be performed at all manholes except where conditions do not allow. These conditions include pipes flowing more than half full dangerous gas conditions, offset manholes, etc. CITY shall be notified by phone, and inwriting, within 24 hours from the date of an inspection if a

severe defect or unsafe conditions observed. Visual Pipe (VisPipe) inspections will be completed through use of zoom camera to inspect condition of the first 10 feet of each incoming and outgoing pipe and to confirm pipe sizes and materials.

3.2 Survey

CONSULTANT will obtain the location and elevation of portions of the manhole. The manhole location will be taken as the center of the cover. Elevations will be obtained for the rim and the inverts of each incoming and outgoing pipe. Surveying accuracy shall be submeter for location and +/-5cm vertically for rim elevation in NAD83 State Plane Coordinates and NAVD88 North American Vertical Datum. Invert elevations will be obtained by measuring the distance from the rim to the invert using a survey leveling rod to obtain the depth and subtracting the depth from the rim elevation.

3.3 Acoustic Testing

CONSULTANT shall perform up to eleven (11) acoustic tests using the Sewer Line Rapid Assessment Tool (SL-RAT). Tests shall be performed for each sewer main in the study area to identify pipes that are partially blocked, which would require obstruction removal and/or point repair prior to CCTV inspection and CIPP lining. The test shall be performed by inserting the acoustic sensing equipment into consecutive upstream and downstream manholes and initiating the testing sequence. Test results consist of scoring ranging from 0 to 10, with lower scores indicative of a greater degree of blockage.

4.0 Data Analysis and Recommendations

4.1 Data Analysis

CONSULTANT to review results of manhole and SL-RAT® inspections along with any other pertinent data provided by the CITY to develop recommendations for sewer and manhole rehabilitation/replacement. CONSULTANT to develop rehabilitation schedules to be used on plan sheets. CONSULTANT will not be performing closed-circuit television (CCTV) inspection as part of contract as a result, the following assumptions will be made where no existing CCTV inspections are available:

- a. CONSULTANT will determine quantities and approximate locations of open cut point repairs based on the VisPipe inspection data and SL-RAT results.
- b. Buildings/Houses will be counted to estimate number of sewer lateral connections required for each main line scheduled for rehabilitation or replacement. Addresses will be listed in rehabilitation schedules for contractor to verify active status, size and exact location during construction.

4.2 Preliminary Plans

CONSULTANT to develop and submit preliminary plans including rehabilitation maps and schedules for manhole, mainline and private lateral connection rehabilitation within the City right of way or permanent sanitary sewer easements. One set of 11" X 17" Plans shall be submitted electronically in .pdf format.

4.3 Plan-in-Hand Walk Through

CONSULTANT and CITY shall perform a half day (4 hours) plan in hand walk through. The purpose of the walk through is to verify and analyze the accessibility of the preliminary recommendations and to identify any special conditions to be included in the contract documents. CONSULTANT shall document all special conditions, take photographs, and propose solutions and specifications for the CITY to review. Submit two hard copies and a PDF of the special conditions, photographs, and proposed solutions and specifications for CITY review.

5.0 Construction Documents

5.1 Final Plans

CONSULTANT to develop final plans including rehabilitation maps and schedules for manhole, mainline and private lateral connection rehabilitation within the City right of way or permanent sanitary sewer easements. Incorporate review comments from CITY's review preliminary recommendations. CONSULTANT to provide one electronic (.pdf) set of 11" X 17" sealed plans and three (3) 11" X 17" hard copies.

5.2 Specifications

CONSULTANT shall be responsible for development of the Project Manual (specifications), including the standard "front end" documents and Divisions 1 through 16 (CSI format). CITY shall provide the Project Manual from last year's sewer rehabilitation project to CONSULTANT to use as a go-by. CONSULTANT to submit electronic version of sealed project manual (.pdf format) and three (3) hard copies.

5.3 Engineer's Opinion of Probable Construction Cost

CONSULTANT shall prepare and submit a construction cost estimate in .pdf format.

5.4 Work Tracking Spreadsheet

CONSULTANT will prepare and submit a work tracking spreadsheet in Microsoft Excel (.xlsx format) for CITY to use during construction phase. Spreadsheet will be based on the final rehabilitation schedules and color-coded legend will be provided to track design changes during construction. Spreadsheet may be used during pay application review and to complete record drawings and/or GIS updates at the end of the project. Example spreadsheet provided in **Attachment B**.

6.0 Bid Phase Services

6.1 Pre-Bid Conference

Prepare and present a pre-bid meeting, respond to questions regarding interpretation of contract drawings, specifications and technical issues, issue addenda, evaluate bids, and make recommendation of award. Project advertisement will have a duration of approximately 30 days. In coordination with City PM, prepare for and present a pre-bid meeting at a date, time and place provided by the CITY. CONSULTANT to prepare agenda and facilitate the meeting with assistance from CITY.

6.2 Bid Assistance

Assist the CITY with interpretation of the Contract Documents and develop addenda (up to three) as required during the bid advertisement period to clarify Contract Documents. CITY will post the addenda.

6.3 Bid Evaluation

Consult with and advise CITY as to the acceptability of the apparent successful bidder and the proposed major or specialty subcontractors. The review and evaluation shall include such factors as work previously completed for the CITY, work completed for others, contractor's proposed project manager and superintendent, financial resources, technical experience, responses from references and other relevant facts. CITY shall provide one copy of each bid as well as a bid tab to CONSULTANT for evaluation. Make written recommendation regarding the award of construction contract.

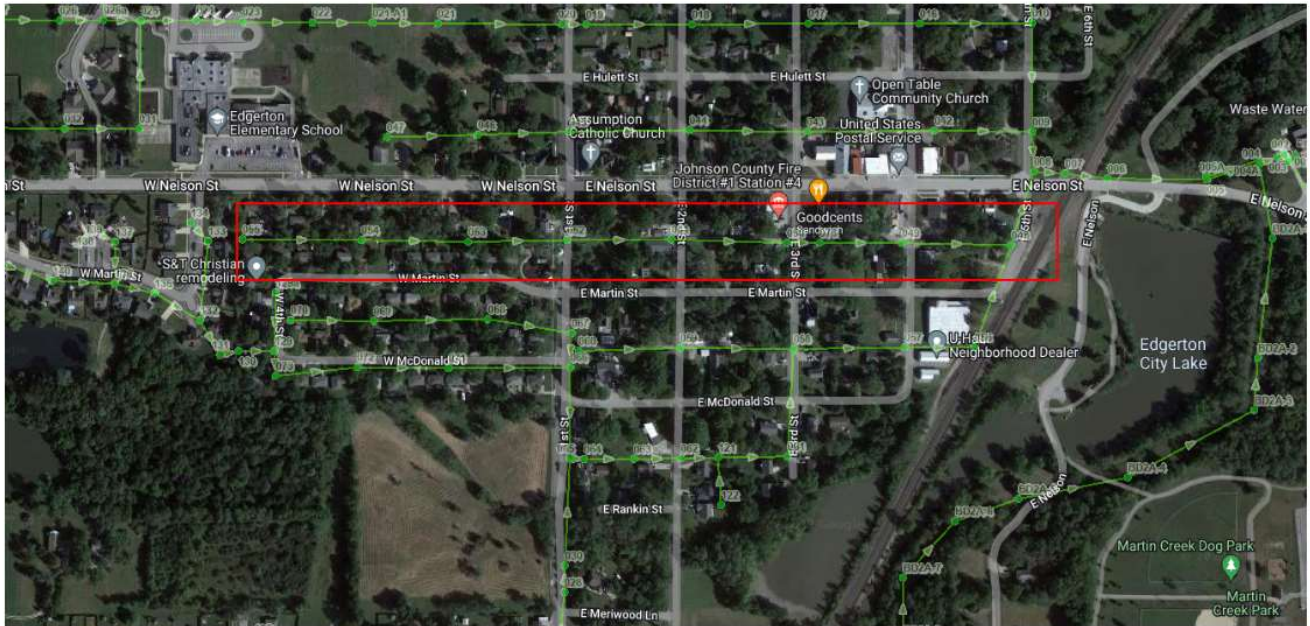
Optional Services

Any work requested by the CITY that is not specifically stated in one of the Basic Scope of Services listed above shall be classified as Optional Services. DESIGN PROFESSIONAL's contract maximum upper limit for compensation includes an allowance amount for Optional Services not yet authorized by CITY that may be required throughout the course of the work. This allowance amount shall not be utilized unless specifically authorized in writing by the CITY to perform Optional Services. Optional Services shall not be performed, nor is the CONSULTANT approved to utilize any of the allowance amount, unless the CITY provides written authorization to CONSULTANT that includes the scope of work for each Optional Service to be performed and a maximum billing limit for compensation that has been mutually agreed upon. Optional Services shall include, but are not limited to:

- A. Additional Manhole inspections, GPS survey and SL-RAT outside of project boundary.
- B. Survey for identifying easement limits and assisting City with appraisal and/or acquisition of easements.
- C. Conducting topographic survey or horizontal control survey to establish the base for layout of property and lot lines for properties anticipated to require new easements or open-cut replacement of sewers, if required.
- D. Preparation of plan and profile construction drawings for open-cut replacement of sewers.
- E. Assistance with easement acquisition, including but not limited to obtaining Ownership Certifications (Ownership and Encumbrance reports) and preparing legal descriptions of easements and easement exhibits, if required.
- F. Meetings with local, State, or Federal agencies beyond those contemplated under the Basic Scope of Services.
- G. Appearances at public hearings or before special boards beyond those contemplated under the Basic Scope of Services.
- H. Field subsurface investigations, geotechnical investigations, environmental site assessments, or easement or right-of-way selection, preparation, negotiation, or acquisition work, requested or authorized by the CITY beyond those included in the Basic Scope of Services and any established allowances.
- I. Assistance with bid protests.
- J. Provide construction administration services to review submittals and assist with processing pay requests.
- K. Provide full or part-time construction inspection services
- L. Prepare record drawings and/or GIS updates after construction is complete.

Attachment A – Project Area Map

2023 CDBG 1st & Martin Sanitary Sewer Rehabilitation Project



Attachment B – Sample Work Tracking Spreadsheet

Sheet Number	Asset Type	Pipe ID	US Manhole	DS Manhole	Surface Type	Diameter (in)	Manhole Depth (ft)	Manhole Area (SF)	Length of Repair/ Replacement (ft)	Location from US MH (ft)	Lateral Address	Work Completed	Work Completed Date	Unit Price	Cost of Repair/ Replacement	RPR Initials	Billed in Pay App	Comments
C-101	Sewer Main	015.014	015	014	Asphalt	8	-	-	150	-	-	8-Inch Main Sewer CIPP	12/1/2022	\$ 50	\$ 7,500	KND	PA2	Lining complete, 4 laterals reinstated
C-101	Sewer Lateral	015.014	015	014	Asphalt	4	-	-	1.5	25	101 E Morgan St	CIPP Full Wrap Long Liner	12/1/2022	\$ 1,200	\$ 1,200	KND	PA2	
C-101	Sewer Lateral	015.014	015	014	Asphalt	4	-	-	1.5	52	107 E Morgan St	CIPP Full Wrap Long Liner	12/1/2022	\$ 1,200	\$ 1,200	KND	PA2	Lateral location and address changed
C-101	Sewer Lateral	015.014	015	014	Asphalt	4	-	-	1.5	65	110 E McCarty St	CIPP Full Wrap Long Liner	12/1/2022	\$ 1,200	\$ 1,200	KND	PA2	Lateral location and address changed
C-101	Sewer Lateral	015.014	015	014	Asphalt	4	-	-	1.5	70	100 E 2nd St	CIPP Full Wrap Long Liner	12/1/2022	\$ 1,200	\$ 1,200	KND	PA2	
C-101	Sewer Lateral	015.014	015	014	Asphalt	4	-	-	1.5	80	104 E 2nd St	CIPP Full Wrap Long Liner	12/1/2022	\$ 1,200	\$ 1,200	KND		Lateral is not active
C-101	Sewer Manhole	015	NA	NA	Grass	48	8	101	-	-	-	Line Manhole - Cementitious		\$ 15	\$ 1,508			
C-101	Sewer Manhole	015	NA	NA	Grass	48	8	-	-	-	-	Replace Frame and Cover	11/1/2022	\$ 1,500	\$ 1,500	KND	PA1	
C-101	Sewer Manhole	014	NA	NA	Grass	48	9	113	-	-	-	Line Manhole - Cementitious		\$ 15	\$ 1,696			

LEGEND

Work is incomplete

Work is complete, quantity matches design

Work is complete, quantity changed from original

Work removed from scope

EXHIBIT 2

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

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

(1) COMMERCIAL GENERAL LIABILITY

\$1,000,000 Per Occurrence

\$2,000,000 Aggregate

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

(2) WORKERS COMPENSATION - STATUTORY & EMPLOYERS LIABILITY

\$100,000 Each Accident

\$500,000 Policy Limit - Disease

\$100,000 Each Employee – Disease

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

(3) PROFESSIONAL LIABILITY / ERRORS & OMISSIONS

\$1,000,000 Per Claim

\$2,000,000 Aggregate

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

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

(4) WAIVER OF SUBROGATION

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

(5) CERTIFICATE OF INSURANCE

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

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

EXHIBIT 3

COST AND SCHEDULE

Payment

The Client shall pay the Consultant the designated lump sum fee in amounts proportional to percentage of the project completed. The fee breakdown by task is as follows:

1.0 Project Management	\$ 4,000
2.0 Public Involvement and Coordination	\$ 4,500
3.0 Field Inspections	\$ 6,000
4.0 Data Analysis and Recommendations	\$10,500
5.0 Construction Documents	\$ 8,500
6.0 Bid Phase Services	\$ 2,500
Total Fee	\$36,000

Schedule

CONSULTANT shall complete field investigations within 60 days of Notice to Proceed (NTP). CONSULTANT shall submit Construction Documents within 120 days of NTP. Additional inspection, design, and construction milestones will be provided at the project Kick-Off Meeting.

EXHIBIT 4
SPECIAL PROVISIONS

City Council Action Item

Council Meeting Date: February 9, 2023

Department: Parks

Agenda Item: Consider the Purchase of two Commercial Mowers (60" & 72"), to be Purchased from Heritage Tractor/John Deere.

Background/Description of Item:

On July, 7, 2022 staff presented the Vehicle and Equipment Replacement Program to City Council at the annual Budget Work Session. Part of this presentation staff made recommendations for funding the Vehicle & Equipment Current Program 2023-2027. Outlined in this recommendation was the purchase of two Commercial Mowers, 60" and 72" cut widths. On September 8th, 2022 City Council approved this purchase as part 2023 Annual Budget (Current Program for Vehicle and Equipment: 2022-2023).

In 2017 the City of Edgerton purchased a 60" Hustler and 72" Hustler Commercial Mowers as part of the 2017 Flood recovery process. These mowers have been used in every facet of the ground's maintenance for Parks, Public Works, and Utilities areas. The workload of the Parks Department has grown with the addition of the additional mowing areas, this has required a shift in equipment specification from the previous procurement process. For the 2022 specification, staff is requesting to move away from rear discharge mowers and into side discharge models. Staff feel that these mowers will provide a better cut and reduce the overall mowing time, this is especially true at the times of year when it is heavy growing season.

The Vehicle and Equipment Policy requires the preparation of the specifications for the replacement of equipment with an effort for those to be as "standard" as possible to provide for economical and efficient repairs. Traditionally the City has used cooperative purchasing partnerships to access bids for this type of equipment, however; in the current equipment and procurement climate staff took the competitive bidding approach. In this competitive bidding process staff solicited 4 bids from local vendors. These vendors include Heritage Tractor (John Deere), Coleman Equipment (Scag), Blue Valley Tractor (Wright), and Kansas Golf and Turf (Hustler). All of the units outlined in this bid process are of the same specification.

Staff recommends the purchase of a new 72" and 60" John Deere Zero Turn Mowers, for a price not to exceed \$28,700. This price exceeds the allocated \$26,500 budget allocation. Staff suggest taking the \$2,200 out of the 2023 General Budget - Parks - Equipment. This line item has the funds to cover the shortfall.

Purchasing equipment in our current economic climate has changed the bidding and quoting process, for many of the vendors the lead time for these units are 5 to 6 months. Heritage Tractor/John Deere has the requested units in inventory and will be available for delivery at an appropriate time once formal purchase request has been made, staff expects delivery within 30 day. Payment for these units will be made under the 2023 budget.

Related Ordinance(s) or Statute(s):

Funding Source: \$26,500: Vehicle & Equipment Fund
 \$ 2,200: General Fund - Parks - Equipment

Budget Allocated: \$26,500

Finance Director Approval: x Karen E. Kindle
 Karen Kindle, Finance Director

Recommendation: Approve the Purchase of two Commercial Mowers (60" & 72"), to be Purchased from Heritage Tractor, in an amount not to exceed \$28,700.

Enclosed: Commercial Mower Quotes
 Requisition Form-Commercial Mowers
 Current Program 2023-2024 w/Fund Summary from 2023 Budget

Prepared by: Dan Merkh, Public Works Director



Item requested:

Date: _____

Describe need for requested item:

Describe bid process and attach documentation:

NAME / DESCRIPTION	UNIT COST	TOTAL COST	RECOMMEND	NOTES
	\$	\$	<input type="checkbox"/>	
	\$	\$	<input type="checkbox"/>	
	\$	\$	<input type="checkbox"/>	
	\$	\$	<input type="checkbox"/>	
	\$	\$	<input type="checkbox"/>	

Requested by: _____ Date: _____

Account Number: _____ Budget Available: ☐ _____

Department Head Approval: _____ Date: _____

City Administrator Approval (\$15,000): _____ Date: _____

City Council Approval (> \$15,000): _____ Date: _____



JOHN DEERE

Heritage
TRACTOR

Quote Id: 27863048

Prepared For:
CITY OF EDGERTON



Prepared By: **Justin Payne**

Heritage Tractor, Inc.
915 Industrial Road
Baldwin City, KS 66006

Tel: 785-594-6486
Fax: 785-594-6719
Email: jpayne@heritagetractor.com

Date: 01 December 2022

Offer Expires: 08 December 2022

Confidential



JOHN DEERE

Heritage
TRACTOR

Quote Summary

Prepared For:

CITY OF EDGERTON
PO BOX 255
EDGERTON, KS 66021
Business: 913-893-6801

Prepared By:

Justin Payne
Heritage Tractor, Inc.
915 Industrial Road
Baldwin City, KS 66006
Phone: 785-594-6486
jpayne@heritagetractor.com

Quote Id: 27863048

Created On: 01 December 2022

Last Modified On: 09 January 2023

Expiration Date: 08 December 2022

Equipment Summary	Suggested List	Selling Price	Qty	Extended
2022 JOHN DEERE Z970R ZTrak - 1TC970RDANT101299	\$ 19,094.00	\$ 14,500.00 X	1 =	\$ 14,500.00
2022 JOHN DEERE Z970R ZTrak - 1TC970RCCNT100425	\$ 18,714.00	\$ 14,200.00 X	1 =	\$ 14,200.00
Equipment Total				\$ 28,700.00

Quote Summary

Equipment Total	\$ 28,700.00
SubTotal	\$ 28,700.00
Est. Service Agreement Tax	\$ 0.00
Total	\$ 28,700.00
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 28,700.00

Salesperson : X _____

Accepted By : X _____

Confidential

**JOHN DEERE**

Selling Equipment

Heritage
TRACTOR

Quote Id: 27863048

Customer: CITY OF EDGERTON

2022 JOHN DEERE Z970R ZTrak - 1TC970RDANT101299				
Hours:	0			Suggested List
Stock Number:	310009			\$ 19,094.00
				Selling Price
				\$ 14,500.00
Code	Description	Qty	Unit	Extended
2213TC	2022 JOHN DEERE Z970R 72" SUSP PNEU	1	\$ 19,029.00	\$ 19,029.00
Standard Options - Per Unit				
001A	COUNTRY CODES - US/CANADA	1	\$ 0.00	\$ 0.00
1037	72" PNEUMATIC TIRE	1	\$ 0.00	\$ 0.00
1506	72" DECK	1	\$ 0.00	\$ 0.00
2093	SUSP SEAT	1	\$ 0.00	\$ 0.00
	Standard Options Total			\$ 0.00
Value Added Services Total				\$ 0.00
Other Charges				
	Freight	1	\$ 448.33	\$ 448.33
	FRT DISC	1	\$ -448.33	\$ -448.33
	MISC	1	\$ 65.00	\$ 65.00
	Other Charges Total			\$ 65.00
Suggested Price				\$ 19,094.00
Customer Discounts				
Customer Discounts Total			\$ -4,594.00	\$ -4,594.00
Total Selling Price				\$ 14,500.00

**JOHN DEERE**

Selling Equipment

Heritage
TRACTOR

Quote Id: 27863048

Customer: CITY OF EDGERTON

2022 JOHN DEERE Z970R ZTrak - 1TC970RCCNT100425				
Hours:	1			Suggested List
Stock Number:	309959			\$ 18,714.00
				Selling Price
				\$ 14,200.00
Code	Description	Qty	Unit	Extended
2213TC	2022 JOHN DEERE Z970R 60" SUSP PNEU	1	\$ 19,029.00	\$ 19,029.00
Standard Options - Per Unit				
001A	COUNTRY CODES - US/CANADA	1	\$ 0.00	\$ 0.00
1036	54-60"DK PNEUMATIC TIRES	1	\$ 0.00	\$ 0.00
1504	60" DECK	1	\$ -540.00	\$ -540.00
2093	SUSP SEAT	1	\$ 0.00	\$ 0.00
	Standard Options Total			\$ -540.00
Value Added Services Total				\$ 0.00
Other Charges				
	Freight	1	\$ 448.33	\$ 448.33
	Additional Cost	1	\$ 160.00	\$ 160.00
	FRT DISC	1	\$ -448.33	\$ -448.33
	MISC	1	\$ 65.00	\$ 65.00
	Other Charges Total			\$ 225.00
Suggested Price				\$ 18,714.00
Customer Discounts				
	Customer Discounts Total		\$ -4,514.00	\$ -4,514.00
Total Selling Price				\$ 14,200.00

Q U O T A T I O N

PAGE: 1

BLUE VALLEY TRACTOR & SUPPLY
PO BOX 219
STILWELL, KS 66085
Phone #: 9136818088
Fax #: 9136818091

PHONE #: (913)893-6231 DATE: 1/9/2023
CELL #: (913)800-0248 MADDY ORDER #: 147084
ALT. #: (913)634-5707 CUSTOMER #: 100429
P.O.#: CP: Cary R
TERMS: Net 10th EOM LOCATION: 1
SALES TYPE: Quote STATUS: Active

BILL TO 100429

CITY OF EDGERTON
TREY WHITAKER
404 E. NELSON, PO BOX 255
EDGERTON, KS 66021

SHIP TO

CITY OF EDGERTON
TREY WHITAKER
404 E. NELSON, PO BOX 255
EDGERTON, KS 66021

MFR	PRODUCT NUMBER	DESCRIPTION	QTY	PRICE	NET	TOTAL
WRI	WZXT61S61G8E1B	WRIGHT STANDER, 61" ZEROTURN MOWER, 40.0 VANGAURD BIG BLOCK	1	\$18,451.00	\$15,219.00	\$15,219.00

Prices are good only on the date of this quotation and are subject to change on any day there after. All special orders require a 10% non-refundable deposit. No returns on electrical or special ordered items. Returned items are subject to a 25% restocking fee. Parts & Accessories must be returned within 30 days in original package. Serialized equipment are non-returnable after 7 days. Equipment returned within 7 days will have a \$35.00 per hr. useage charge. Deposits or down payments are non-refundable on special order equipment. All returns must be accompanied by the original receipt.

Used Equipment Sales: All items are sold as is, not expressly warranted or guaranteed unless agreed to by dealer in writing.

AuctionTime Item Sales: All items are available for inspection prior to the auction. Everything is sold as is, not expressly warranted or guaranteed. Seller is not responsible for any expenses incurred after the auction. All sales are final. No refunds or exchanges.

Thank you for your business!

SUBTOTAL:	\$15,219.00
TAX:	\$0.00
ORDER TOTAL:	<u>\$15,219.00</u>

Authorized By: _____

Q U O T A T I O N

PAGE: 1

BLUE VALLEY TRACTOR & SUPPLY
PO BOX 219
STILWELL, KS 66085
Phone #: 9136818088
Fax #: 9136818091

PHONE #: (913)893-6231 DATE: 1/9/2023
CELL #: (913)800-0248 MADDY ORDER #: 147087
ALT. #: (913)634-5707 CUSTOMER #: 100429
P.O.#: CP: Cary R
TERMS: Net 10th EOM LOCATION: 1
SALES TYPE: Quote STATUS: Active

BILL TO 100429

CITY OF EDGERTON
TREY WHITAKER
404 E. NELSON, PO BOX 255
EDGERTON, KS 66021

SHIP TO

CITY OF EDGERTON
TREY WHITAKER
404 E. NELSON, PO BOX 255
EDGERTON, KS 66021

MFR	PRODUCT NUMBER	DESCRIPTION	QTY	PRICE	NET	TOTAL
WRI	WZXT72S61G8E1B	WRIGHT, 72" ZEROTURN MOWER, 40.0 VANGAURD BIG BLOCK EFI OIL	1	\$19,046.00	\$15,617.00	\$15,617.00

Prices are good only on the date of this quotation and are subject to change on any day there after. All special orders require a 10% non-refundable deposit. No returns on electrical or special ordered items. Returned items are subject to a 25% restocking fee. Parts & Accessories must be returned within 30 days in original package. Serialized equipment are non-returnable after 7 days. Equipment returned within 7 days will have a \$35.00 per hr. useage charge. Deposits or down payments are non-refundable on special order equipment. All returns must be accompanied by the original receipt.

Used Equipment Sales: All items are sold as is, not expressly warranted or guaranteed unless agreed to by dealer in writing.

AuctionTime Item Sales: All items are available for inspection prior to the auction. Everything is sold as is, not expressly warranted or guaranteed. Seller is not responsible for any expenses incurred after the auction. All sales are final. No refunds or exchanges.

Thank you for your business!

SUBTOTAL:	\$15,617.00
TAX:	\$0.00
ORDER TOTAL:	\$15,617.00

Authorized By: _____



Sales • Rental • Service • Parts • Tools

Bonner Springs - Lee's Summit - Smithville

www.ColemanEquip.com



PO #:	
Document #:	100-25541
Date:	11/4/2022

Salesman:	Brandon Elston
Ship Via:	
Location:	Bonner Springs

CITY OF EDGERTON		
PO BOX 255		
EDGERTON	KS	660210255
Contact:	(913) 893-6231	

Ship To:	

Item Number Description	Qty	Price	Amount	Disc	Subtotal	Sales Tax	Extended Amount	Back Order	Drop Ship
Wholegoods On Order DO NOT INVOICE									
SCAG STTII-61V-40BV-EFI	1.00	\$15,111.00	\$15,111.00		\$15,111.00		\$15,111.00		

Price on this sales quote is an estimate and is subject to change.

Final pricing and applicable programs will be established at delivery

Order cancellation and refund of deposits may be available in the event of a price increase for non-special ordered products between the date of the quote and the date of delivery

Summary of Charges	
\$0.00	Taxable
\$15,111.00	Non-Taxable
\$15,111.00	Subtotal
\$0.00	Sales Tax
\$15,111.00	Total

Customer Signature	Date
---------------------------	-------------

Exempt Tax Cert #:	
Expiration Date:	

Printed:11/4/2022 11:38 AM



Sales • Rental • Service • Parts • Tools

Bonner Springs - Lee's Summit - Smithville

www.ColemanEquip.com



PO #:	
Document #:	100-25541
Date:	11/4/2022

Salesman:	Brandon Elston
Ship Via:	
Location:	Bonner Springs

CITY OF EDGERTON		
PO BOX 255		
EDGERTON	KS	660210255
Contact:	(913) 893-6231	

Ship To:	

Item Number	Description	Qty	Price	Amount	Disc	Subtotal	Sales Tax	Extended Amount	Back Order	Drop Ship
Wholegoods On Order DO NOT INVOICE										
SCAG STTII-72V-42BV-EFI		1.00	\$15,960.00	\$15,960.00		\$15,960.00		\$15,960.00		

Price on this sales quote is an estimate and is subject to change.

Final pricing and applicable programs will be established at delivery

Order cancellation and refund of deposits may be available in the event of a price increase for non-special ordered products between the date of the quote and the date of delivery

Summary of Charges	
\$0.00	Taxable
\$15,960.00	Non-Taxable
\$15,960.00	Subtotal
\$0.00	Sales Tax
\$15,960.00	Total

Customer Signature	Date
---------------------------	-------------

Exempt Tax Cert #:	
Expiration Date:	

Printed:11/4/2022 11:40 AM



Manny Cervantes
 9900 Lackman Rd.
 Lenexa, KS 66219
 Ph 913-495-5527
 Fax 913-495-5531
 Cell 913-220-5287

TO: City of Edgerton
Attn: Tray Whitaker

Terms	Quote Date
	1/9/2023
Quote Effective Until	
30 days	

PRICE QUOTATION

QTY	MODEL #	DESCRIPTION	Per Unit	SALE PRICE
1	943050	Hustler Super Z HyperDrive 40HP Vanguard Big Block EFI with Oil Guard 60" Deck		\$16,100.00
1	943068	Hustler Super Z HyperDrive 40HP Vanguard Big Block EFI with Oil Guard 72" Deck		\$16,266.00

Sourcewell Government Pricing
 #031121-HTE

City of Edgerton
Vehicle & Equipment Replacement
Fund Summary 2021-2027

Fund 13 - General Equipment Reserve Fund

	2021	2022	2023	2024	2025	2026	2027
Beginning Balance, Jan 1	\$ 429,453	\$ 278,352	\$ 291,652	\$ 288,152	\$ 305,052	\$ 245,502	\$ 370,502
Transfers in or Other Revenues	126,775	125,000	125,000	125,000	125,000	125,000	125,000
Vehicle/Equipment Purchases	(277,876)	(111,700)	(128,500)	(108,100)	(184,550)	-	(54,500)
Ending Balance, 12/31	<u>\$ 278,352</u>	<u>\$ 291,652</u>	<u>\$ 288,152</u>	<u>\$ 305,052</u>	<u>\$ 245,502</u>	<u>\$ 370,502</u>	<u>\$ 441,002</u>

Fund 27 - Water Equipment Reserve Fund

	2021	2022	2023	2024	2025	2026	2027
Beginning Balance, Jan 1	\$ 53,006	\$ 53,006	\$ 56,126	\$ 33,626	\$ 43,226	\$ 59,576	\$ 89,576
Transfers in or Other Revenues	-	15,000	15,000	25,000	30,000	30,000	30,000
Vehicle/Equipment Purchases	-	(11,880)	(37,500)	(15,400)	(13,650)	-	(36,750)
Ending Balance, 12/31	<u>\$ 53,006</u>	<u>\$ 56,126</u>	<u>\$ 33,626</u>	<u>\$ 43,226</u>	<u>\$ 59,576</u>	<u>\$ 89,576</u>	<u>\$ 82,826</u>

Fund 37 - Sewer Equipment Reserve Fund

	2021	2022	2023	2024	2025	2026	2027
Beginning Balance, Jan 1	\$ 117,612	\$ 153,845	\$ 177,195	\$ 47,695	\$ 47,695	\$ 21,045	\$ 21,045
Transfers in or Other Revenues	53,640	25,000	-	-	-	-	-
Vehicle/Equipment Purchases	(17,407)	(1,650)	(129,500)	-	(26,650)	-	-
Ending Balance, 12/31	<u>\$ 153,845</u>	<u>\$ 177,195</u>	<u>\$ 47,695</u>	<u>\$ 47,695</u>	<u>\$ 21,045</u>	<u>\$ 21,045</u>	<u>\$ 21,045</u>

**City of Edgerton
Vehicle Equipment Replacement
Recommended Budget 2022-2023**

Exhibit A

Priority #	Budgeted in 2022-2026 Plan	Equipment Description	Dept.	Equip Type	Purch Year	Model Year	Current Mileage/ Hours	Est. Yearly Mileage/ Hours	Usage Frequency	General Condition	Approved Budget	Projected Replace Cost	Order Year	Payment Year	Alloc % Fund 13 General	Alloc % Fund 27 Water	Alloc % Fund 37 Sewer
Purchase Approval - Council																	
1	Yes	Storm Siren	PW	Storm Siren	New	New	New	New	New	New	\$ 26,000	\$ 26,000	2022	2022	100%	0%	0%
2	Yes	Storm Siren	PW	Storm Siren	New	New	New	New	New	New	\$ 26,000	\$ 26,000	2022	2022	100%	0%	0%
3	Yes	Traffic Counters	PW	Equipment	New	New	New	New	New	New	\$ 24,000	\$ 24,000	2022	2022	100%	0%	0%
4	Yes	Message Boards	PW	Equipment	New	New	New	New	New	New	\$ 34,000	\$ 34,000	2022	2022	100%	0%	0%
5	Yes	Compact Track/Wheel Loader	PW	Equipment	New	New	New	New	New	New	\$ 85,000	\$ 85,000	2023	2023	100%	0%	0%
6	Yes	Hydraulic Hammer Attachment	PW	Equipment	New	New	New	New	New	New	\$ 17,000	\$ 17,000	2023	2023	100%	0%	0%
7	Yes	Ford F-350 4WD (replacing an F-250)	UT	Vehicle	2000	2000	131863	8000 +	Daily	2	\$ 38,000	\$ 45,000	2023	2023	0%	50%	50%
8	Yes	Case 1840 Uni-Loader	UT	Equipment	?	1995	1416	?	Daily	2	\$ 30,000	\$ 30,000	2023	2023	0%	50%	50%
9	Yes	Sewer Equipment Sewer Jet (trailer)	UT	Equipment	2009	2009	105	17	Daily	2	\$ 75,000	\$ 92,000	2023	2023	0%	0%	100%
Purchase Approval - City Administrator																	
11	Yes	Edgerton Rd Tank Butterfly Valves Replacement	UT	Water Syst	1982	1982	NA	NA	Daily	2	\$ 10,230	\$ 10,230	2022	2022	0%	100%	0%
12	No	Phone System	AD	Equipment	2017	2017	N/A	N/A	Daily	1	\$ 5,000	\$ 5,000	2022	2022	34%	33%	33%
13	No	Hustler Super Z HD 60RD - HTE934935	PW	Equipment	2017	2017	338		Seasonally	2	\$ 13,000	\$ 13,000	2023	2023	100%	0%	0%
14	No	Hustler Super Z HD 72RD - HTE934976	PW	Equipment	2017	2017	438		Seasonally	2	\$ 13,500	\$ 13,500	2023	2023	100%	0%	0%
Contract Payments																	
None.																	

Changed since 2022 Budget Process



Community Development Quarterly Report

Quarter 4:
Oct-Dec 2022

Building

Building Permits Issued

22 RESIDENTIAL

9

SOLAR PANELS

2

REROOF

4

UTILITY

5

DECK

1 COMMERCIAL

\$690,222 TOTAL PERMIT
VALUATION

Building Inspections

39 RESIDENTIAL

7 COMMERCIAL

1

TEMPORARY
CERTIFICATE OF
OCCUPANCY

3

CERTIFICATES
OF
OCCUPANCY

Planning News

UDC Update: Signs

City Council recently approved an update to the sign section of the Unified Development Code (UDC). This Code section now allows commercial properties to provide non-illuminated signs oriented to individuals on site, not to exceed 4 square feet in area or letters up to 6 inches in height, without a permit. This will help improve traffic flow and wayfinding for new and existing businesses in the City.



Envision Edgerton: Comprehensive Plan Update

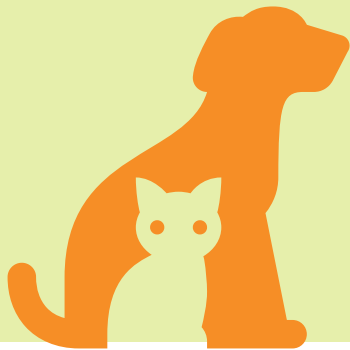
Staff is continuing their work with the City's consultant, Confluence, on the City's Comprehensive Plan update. Staff and Confluence are in the draft and evaluation phase of the update process. This phase will include meetings with the steering committee and another open house once the draft document is complete. Dates for those meetings and the open house are yet to be determined.



Community Development Quarterly Report

Quarter 4:
Oct-Dec 2022

Animal Control



43

LOOSE ANIMALS

0

DOG BITE
CASES

0

ANIMAL NEGLECT
COMPLAINTS

8

DECEASED ANIMALS
REMOVED

5

UNREGISTERED
PET VIOLATIONS

6

BARKING
COMPLAINTS

Coming Soon: Low-Cost Animal Vaccine Clinic

Each March, Edgerton Animal Control hosts a low-cost animal vaccine clinic for residents to ensure that their dogs and cats receive their annual rabies and distemper vaccines and to make sure their pets are registered with the City. This year's event is on Saturday, March 4 at City Hall from 8:00 AM to 1:30 PM, and residents may register on the City's website.

CODE ENFORCEMENT

Boat/RV	8
Inoperable Vehicles	19
Trash/Exterior Conditions/Storage	27
Public Safety	3
Parking	0
Signage	0
Tall Grass/Weeds	2
Environmental	1

60

VIOLATION
LEVEL CASES

65%

OFFICER
DRIVEN



35%

RESIDENT
DRIVEN



The Community Development Department strives to create a livable, resilient, and safe City by enhancing and guiding our community's neighborhoods and commercial areas through City planning, building supervision, code enforcement, and animal control.