

**EDGERTON CITY COUNCIL
MEETING AGENDA
CITY HALL, 404 EAST NELSON STREET
May 26, 2016**

Call to Order

1. **Roll Call** ____ Roberts ____ Longanecker ____ Crooks ____ Troutner ____ Brown ____ Crist
2. **Welcome**
3. **Pledge of Allegiance**

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

4. Agenda Approval
5. Approve City Council Meeting Minutes May 12, 2016
6. Approve Ordinance No. 1016 Pertaining To Kansas Gas Service, A Division Of One Gas, Inc., Its Successors, And Assigns, Extending The Term Of The Current Natural Gas Franchise Current Due To Expire On June 8, 2016

Regular Agenda

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

Business Requiring Action

9. **CONSIDER PURCHASE OF MATERIALS FROM SCHULTE SUPPLY, INC. FOR AUTOMATED METER READING PROJECT**

Motion: _____ Second: _____ Vote: _____

10. **PUBLIC HEARING TO RECEIVE INPUT FROM THE PUBLIC ON THE POSSIBLE USE OF COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS IN RESOLVING LOCAL COMMUNITY DEVELOPMENT AND HOUSING NEEDS IN THE CITY OF EDGERTON**

11. **CONSIDER SUBMITTAL OF APPLICATION TO JOHNSON COUNTY FOR NELSON STREET WATERLINE PROJECT FOR COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDING FOR 2017**

Motion: _____ Second: _____ Vote: _____

12. CONSIDER AN AGREEMENT WITH BURNS & MCDONNELL/CAS CONSTRUCTION ON THE BASIS OF A STIPULATED PRICE

Motion: _____ Second: _____ Vote: _____

13. Report by the City Administrator

14. Report by the Mayor

15. Future Meeting/Event Reminders:

- May 28th 8:00 PM – Downtown Summer Movie Night – The Good Dinosaur
- June 9th 7:00 PM – City Council Meeting
- June 14th 7:00 PM – Planning Commission
- June 15th Noon – Senior Lunch
- June 17-18 – Frontier Days
- June 23rd 7:00 PM – City Council Meeting
- June 30th – City Council Budget Work Session

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

Motion: _____ Second: _____ Vote: _____

RECONVENE INTO OPEN SESSION

17. Adjourn Motion: _____ Second: _____ Vote: _____

**City of Edgerton, Kansas
Minutes of City Council Regular Session
May 12, 2016**

A Regular Session of the City Council was held in the Edgerton City Hall, 404 E. Nelson, Edgerton, Kansas on May 12, 2016. The meeting convened at 7:00 p.m. with Mayor Roberts presiding, and City Clerk Janeice L. Rawles recording.

1. ROLL CALL

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

With a quorum present, the meeting commenced.

Staff in attendance:

- City Administrator Beth Linn
- Community Development Director Kenny Cook
- City Attorney Patrick Reavey
- Public Works Superintendent Trey Whitaker
- Johnson County Sheriff Dept. Representative

2. WELCOME

3. PLEDGE OF ALLEGIANCE

CONSENT AGENDA

4. The agenda for May 12, 2016 was considered.
5. City Council Meeting Minutes April 28, 2016 were considered.
6. Resolution No. 05-12-16A Authorizing the Closure of Certain Public Streets During the Edgerton Frontier Days Festival was considered.
7. Resolution No. 05-12-16B Approving the Mayoral Appointments for the City Treasurer, City Prosecutor, Municipal Judge, and City Attorney for the City of Edgerton, Kansas was considered.
8. Application FP 2015-03, Final Plat, CY Edgerton was considered.

Mayor Roberts removed item number six (Resolution No. 05-12-16A Authorizing the closure of certain public streets during the Edgerton Frontier Days Festival) from the agenda for more discussion.

Motion by Brown, seconded by Troutner, to approve the consent agenda with noted exceptions.

Motion was approved, 5-0.

Item number six from the Consent Agenda which addresses the Approval of Resolution No. 05-12-16A authorizing the closure of certain public streets during the Edgerton Frontier Days Festival was

discussed. Mayor Roberts introduced Glyn Powers, President of Frontier Days Association. Mr. Powers presented information about this year's event including bands such as Joe Diffie, Phil Vandel and Toby's Amusement for the carnival.

Motion by Longanecker, seconded by Crist, to approve Resolution No 05-12-16A authorizing the closure of certain public streets during the Edgerton Frontier Days Festival.

Motion was approved, 5-0.

In the past years, the City of Edgerton has donated \$15,000 to the Edgerton Frontier Days Association. This year the Frontier Days Association is requesting an additional \$3,000 for a total of \$18,000. Additional dollars are needed to bring Toby's Amusement to the festival.

Motion by Crooks, seconded by Longanecker, to approve the request for an additional three thousand dollars, to come from the unencumbered fund balance from this year's budget.

Motion was approved, 5-0.

Mr. Powers asked for permission to use the house and garage at 305 E. Nelson to store items and golf carts. The old maintenance shop will be used for the beer garden for the event. The beer garden is being run by an individual group, Saints Pub.

Motion by Longanecker, seconded by Brown, to allow Frontier Days Association the use of the house and garage at 305 E Nelson during the Frontier Days Association Event of June 16 thru June 18, 2016.

Motion was approved, 5-0.

9. PUBLIC COMMENTS

None

10. DECLARATION

None

BUSINESS REQUIRING ACTION

MASTER PROFESSIONAL SERVICES AGREEMENT WITH GEORGE BUTLER ASSOCIATES

11. A MASTER PROFESSIONAL SERVICES AGREEMENT FOR PROFESSIONAL SERVICES WITH GEORGE BUTLER ASSOCIATES, INC. (GBA) FOR PLANNING AND ENGINEERING SERVICES WAS CONSIDERED

Beth Linn, City Administrator, introduced Kenny Cook, Community Development Director, and Brad Burton, George Butler Associates, who were present to explain the agreement between the City of Edgerton and GBA. George Butler Associates will be used to provide planning and engineering services on an on-call basis. The specific services that staff has discussed with GBA include: Planning Reviews (Plats, Site Plan), Regulation Updates, Building Code Review, and Building Inspection. Mr. Burton advised council that he is looking forward to working with the City of Edgerton.

Motion by Crooks, seconded by Brown, to approve the Agreement with George Butler Associates, Inc. with the changes being made by City Attorney Patrick Reavey.

Motion was approved, 5-0.

RESOLUTION NO 05-12-16C – FIVE YEAR STREET PROGRAM

12. RESOLUTION NO 05-12-16C APPROVING A FIVE YEAR CITY/COUNTY STREET IMPROVEMENT PROGRAM WAS CONSIDERED.

Beth Linn, City Administrator, introduced Trey Whitaker, Public Works Superintendent, to discuss the five year city/county street improvement program. The City of Edgerton has submitted three projects to be considered in the CARS 2017-2021 programs. As part of the submittal, each city is required to submit a resolution of support approved by the Governing Body.

Motion by Longanecker, seconded by Brown, to approve Resolution No 05-12-16C approving a five year city/county street improvement program.

Motion was approved, 5-0

13. REPORT BY THE CITY ADMINISTRATOR

The City of Edgerton Parks & Recreation Department held an open house on Monday, May 9th at the Edgerton Elementary School to receive citizen input about the Parks Master Plan. There will be more meetings about the Parks Master Plan and the community is invited to attend.

Kenny Cook, Community Development Director, updated the Mayor and City Council about the West 8th Street Sidewalk project.

The Johnson County Library location in Edgerton has requested to change the location of the book drop. The consensus of the Mayor and City Council is to place the book drop on the west side of the building.

Reminder that a City Council work session will be held on the 19th of May at 7:00 pm.

14. REPORT BY THE MAYOR

Mayor Roberts had nothing to report, however Council member Troutner requested an opportunity to speak. Mr. Troutner spoke about bee keeping. He requested a discussion be placed on a future council agenda due to the public safety concern.

15. FUTURE MEETING/EVENT REMINDERS:

- May 14th 9:00 AM – Manor Park Ribbon Cutting
- May 14th – 2:00 PM – 5:00 PM – Summer Kickoff Party at Downtown Green space
- May 18th – Noon – Senior Lunch
- May 19th – City Council Work Session – 2017 Budget – 7:00 pm
- May 26th – 7:00 PM – City Council Meeting
- May 30th Memorial Day – City Offices CLOSED

EXECUTIVE SESSION- ATTORNEY CLIENT RELATIONSHIP

16. RECESS INTO EXECUTIVE SESSION PURSUANT TO K.S.A. 75-4319 (b) (2) FOR CONSULTATION WITH AN ATTORNEY DEEMED PRIVILEGED IN THE ATTORNEY-CLIENT RELATIONSHIP TO INCLUDE CITY ATTORNEY AND CITY ADMINISTRATOR WAS CONSIDERED.

Motion by Crooks, seconded by Longanecker, to recess into executive session for ten minutes pursuant to K.S.A. 75-4319 (b)(2) for consultation with an attorney deemed privileged in the attorney-client relationship to include city attorney and city administrator.

Motion was approved, 5-0.

Meeting recessed at 8:00 pm.

Motion by Longanecker, seconded by Troutner, to reconvene regular meeting.

Motion was approved, 5-0.

Meeting reconvened at 8:11 PM.

Motion by Brown, seconded by Crist, to return to executive session under the previous criteria.

Motion was approved, 5-0.

Meeting recessed at 8:13 PM.

Motion by Brown, seconded by Longanecker, to reconvene regular meeting.

Motion was approved, 5-0.

Meeting reconvened at 8:18 PM, with no action taken.

EXECUTIVE SESSION – ACQUISITION OF REAL PROPERTY

17. RECESS INTO EXECUTIVE SESSION PURSUANT TO K.S.A. 75-4319 (b)(6) FOR PRELIMINARY DISCUSSION RELATED TO ACQUISITION OF REAL PROPERTY TO INCLUDE CITY ATTORNEY AND CITY ADMINISTRATOR WAS CONSIDERED.

Motion by Longanecker, seconded by Brown, to recess into executive session for fifteen minutes pursuant to K.S.A. 75-4319 (b)(6) for preliminary discussion related to acquisition of real property to include City Attorney and City Administrator.

Motion was approved, 5-0.

Meeting recessed at 8:20 PM.

Motion by Crooks, seconded by Brown, to reconvene regular meeting, no action taken.

Motion was approved, 5-0.

Meeting reconvened at 8:35 PM with no action taken.

EXECUTIVE SESSION- PERSONNEL MATTERS OF NONELECTED PERSONNEL

18. RECESS INTO EXECUTIVE SESSION PURSUANT TO K.S.A. 75-4319 (b)(1) PERSONNEL MATTERS OF NONELECTED PERSONNEL WAS CONSIDERED.

Motion by Brown, seconded by Crist, to recess into executive session for twenty minutes pursuant to K.S.A. 75-4319 (b)(1) personnel matters of nonelected personnel.

Motion was approved, 5-0.

Meeting recessed at 8:38 PM.

Motion by Brown, seconded by Longanecker, to reconvene regular session.

Motion was approved, 5-0.

Meeting reconvened at 9:00 PM.

Motion by Crooks, seconded by Longanecker, that after review of City Administrator's current wage and review of other public and private wage data it is the recommendation of the council to adjust City Administrator's annual wage to \$134,000.

Motion was approved, 5-0.

There were several positive comments made by Mayor and Council after the motion was approved.

19. ADJOURNMENT

Motion by Crooks, seconded by Crist, to adjourn the meeting.

Motion was approved, 5-0.

Meeting adjourned at 9:10 pm.

Janeice L. Rawles, CMC

Approved by the Governing Body on _____

AGENDA ITEM INFORMATION FORM

Agenda Item: Consider Ordinance No. 1016 Pertaining To Kansas Gas Service, A Division Of One Gas, Inc., Its Successors, And Assigns, Extending The Term Of The Current Natural Gas Franchise Current Due To Expire On June 8, 2016

Department: Administration

Background/Description of Item: The City of Edgerton has an active franchise agreement with Kansas Gas Service, a division of One Gas, Inc. This franchise is due to expire on June 8, 2016.

City Attorney has been working with representative of Kansas Gas regarding the proposed language to extend the franchise agreement. That extension will not be ready for consideration by City Council before the May 26, 2016 meeting. Therefore, staff and Kansas Gas recommend adopting Ordinance No. 1016 to extend the current franchise and allow time for completion of new language. Ordinance No. 1016 would extend the current franchise until September 20, 2016.

City Attorney has reviewed and approved Ordinance No. 1016

Enclosure: Draft Ordinance No. 1016

Related Ordinance(s) or Statute(s):

Recommendation: Approve Ordinance No. 1016 Pertaining To Kansas Gas Service, A Division Of One Gas, Inc., Its Successors, And Assigns, Extending The Term Of The Current Natural Gas Franchise Current Due To Expire On June 8, 2016

Funding Source: N/A

Prepared by: Beth Linn, City Administrator
Date: May 23, 2016

ORDINANCE NO. 1016

AN ORDINANCE PERTAINING TO KANSAS GAS SERVICE, A DIVISION OF ONE GAS, INC., ITS SUCCESSORS, AND ASSIGNS, EXTENDING THE TERM OF THE CURRENT NATURAL GAS FRANCHISE CURRENT DUE TO EXPIRE ON JUNE 8, 2016.

WHEREAS, the parties hereto wish to extend said Franchise through September 30, 2016 in order to provide the parties additional time to process a new Franchise.

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

SECTION 1. Extension.

The existing Franchise between the parties as set forth in Ordinance 814, shall be extended until September 30, 2016.

SECTION 2. Conditions of Franchise.

That in consideration of the benefits to be derived by the City and its inhabitants, the benefits to be derived by Grantee, and the desire of the parties to have additional time in which to discuss possible modifications to the Franchise between the parties, the existing Franchise is hereby reaffirmed and extended until September 30, 2016, at which time said Franchise shall expire.

SECTION 3. Payment of Costs.

Kansas Gas Service, a Division of ONE Gas, Inc. will pay all expenses of the City in connection with this ordinance, including, but not limited to, the costs and fees for the publication of this Ordinance.

PASSED by the Governing Body this 26th day of May, 2016.

APPROVED by the Mayor, this 26th day of May, 2016.

[SEAL]

Donald Roberts, Mayor

ATTEST:

Janeice Rawles, City Clerk

APPROVED AS TO FORM:

Patrick G. Reavey, City Attorney

AGENDA ITEM INFORMATION FORM

Agenda Item: Consider Purchase of Materials from Schulte Supply, Inc. for Automated Meter Reading Project

Department: Utilities

Background/Description of Item: On November 12, 2015, Edgerton City Council approved Schulte Supply, Inc. (vendor) and Neptune (brand) as the preferred vendor/brand for the automated meter reading project. Additionally, on February 25, 2016, City Council approved Resolution No. 02-25-26b authorizing the completion of an application to the Kansas Department of Health and Environment (KDHE) regarding a loan from the Kansas Public Water Supply Loan Fund.

KDHE has provided preliminary approval of the project and approved the City of Edgerton to purchase the meters as shown in the attached documents and be reimbursed for the purchase with future loan process. Once ordered, the meters will arrive in approximately 3-4 weeks.

Based on feedback from KDHE, staff anticipates receiving final loan documents for City Council to consider in June 2016.

Enclosed in packet is information from the selection of Schulte/Neptune from the City Council meeting regarding the meters, etc for reference.

Enclosure: Neptune Proposal

Schulte Supply, Inc. Contract Documents required by KDHE
November 12, 2015 City Council documents regarding Neptune

Related Ordinance(s) or Statute(s):

Recommendation: Approve Purchase of Materials from Schulte Supply, Inc. for Automated Meter Reading Project in the amount of \$205,328.10

Funding Source: Future loan funds from Kansas Department of Health and Environment for State Revolving Loan Funds

Prepared by: Beth Linn, City Administrator
Date: May 23, 2016

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

Quotation

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

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

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

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

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

Quotation

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07/01/15	S1105620
ORDER TO:	PAGE NO.
Schulte Supply, Inc. 5998 Redbud Lane PO Box 388 Edwardsville IL 62025	2

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

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CUSTOMER NUMBER		CUSTOMER ORDER NUMBER		RELEASE NUMBER		SALESPERSON			
13386						Dan Smith			
WRITER		SHIP VIA		TERMS		REQ. DATE		FREIGHT ALLOWED	
John Schulte		FREE DELIVERY		NET 30 DAYS		07/01/15		Yes	
ORDER QTY	PART NO.	DESCRIPTION				Net Pric	Est Pric		
2ea	12659	MICO 12527-200 6' Neptune Antenna Assembly for R900i Pit Radio				0.000	0.00		
1ea	10931	^ET4ARWG1 2" Flanged Neptune HP Turbine Water Meter with Integrated R900i Radio Register in Gallons for Pit Applications JCFD				882.000	882.00		
1ea	12659	12527-200 6' Neptune Antenna Assembly for R900i Pit Radio				0.000	0.00		
1ea	10922	^ED2H11RWG1 1 1/2" Flanged Neptune Trident 10 Water Meter with Integrated R900i Radio Register in Gallons in Pit Applications Public Works				642.000	642.00		
1ea	12659	12527-200 6' Neptune Antenna Assembly for R900i Pit Radio				0.000	0.00		
1ea	10924	^EC2ARWG1 2" Flanged Neptune HP Compound Tru/Flo Water Meter with Integrated R900i Radio Register in Gallons for Pit Applications Galez				1912.500	1912.50		
1ea	12659	12527-200 6' Neptune Antenna Assembly for R900i Pit Radio				0.000	0.00		
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618-656-8383 Fax 618-656-8750

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Schulte Supply, Inc. 5998 Redbud Lane PO Box 388 Edwardsville IL 62025	
PAGE NO.	
3	

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

SHIP TO:
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404 East Nelson P. O. Box 25
EDGERTON, KS 66021

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

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13386			Dan Smith	
WRITER	SHIP VIA	TERMS	BID DATE	FREIGHT ALLOWED
John Schulte	FREE DELIVERY	NET 30 DAYS	07/01/15	Yes
ORDER QTY	PART NO	DESCRIPTION	Net Pric	Ext Pric
		Bluetooth Coupling for Trimble Nomad and Ranger and DAP CE5320b One Year Factory Warranty Subsequent Years \$400.00/year ** Nonstock item **		
1ea	34224	^13193-001 Trimble Nomad 900B with Integrated Bluetooth Two Year Factory Warranty Subsequent Years \$600.00/year ** Nonstock item **	2975.000	2975.00
1ea	34225	13245-001 Trimble Nomad Charger Communications Cradle ** Nonstock item **	510.000	510.00
1ea	41773	^13525-200 Neptune N_Sight Plus V5.0 Handheld and Mobile Meter Reading Only 1-10,000 Customers Annual Maintenance After First Year - \$995.00 ** Nonstock item **	2995.000	2995.00
1ea	7145	Neptune Training	1495.000	1495.00
2ea	41761	^13458-000 Neptune R900 Gateway V4- Cellular One Year Factory Warranty Subsequent Years \$1,445.00/year ** Nonstock item **	8925.000	17850.00
2ea	38015	13070-100 Neptune UPS Outdoor System Assembly - Wall/Pole Version ** Nonstock item **	2550.000	5100.00
2ea	41772	13145-000 Neptune	120.000	240.00
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13386			Dan Smith	
ORDER	SHIP VIA	TERMS	BEG DATE	FREIGHT ALLOWED
John Schulte	FREE DELIVERY	NET 30 DAYS	07/01/15	Yes
ORDER QTY	PART NO	DESCRIPTION	Net Pric	Ext Pric
2ea	27744	RF Antenna Wall Mounting Bracket ** Nonstock item ** 13146-100	580.000	1160.00
500ft	29205	Neptune R900 Gateway RF Antenna ** Nonstock item ** ^10046-118 7/8" Helix Coax Cable for antenna heights between 100' and 200' As required - Lengths will be custom cut upon ordering. ** Nonstock item **	8.500	4250.00
2ea	27746	8138-190 Neptune Connector, Female Coax (2 connectors required installation) ** Nonstock item **	49.200	98.40
4ea	27747	10046-117 Neptune Coax Jumper 6' FOR GPRS (2 connectors required for installation) ** Nonstock item **	118.800	475.20
1ea	41885	^13525-100 Neptune N_Sight Plus V5.0 AMI Fixed Base Software 1-10,000 Customers Annual Maintenance After First Year \$3,832.00 ** Nonstock item **	9995.000	9995.00
1ea	41775	12953-001 Neptune N_Sight Plus Host Software	9995.000	9995.00
*** Continued on Next Page ***				

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13386			Dan Smith	
WRITER	SHIP VIA	TERMS	BID DATE	FREIGHT ALLOWED
John Schulte	FREE DELIVERY	NET 30 DAYS	07/01/15	Yes
ORDER QTY	PART NO	DESCRIPTION	Net P/C	Est P/C
		Training and Implementation 1-10,000 Customers ** Nonstock item ** TAXES NOT INCLUDED		
Subtotal			205328.10	
S&H CHGS			0.00	
Amount Due			205328.10	

This is a Quotation.

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

Specifications Quick Reference Review Checklist

Revision 2-24-15

Documents that must be submitted with bids

1	Kansas Act Against Discrimination Contract Certification	
2	Anti Lobbying Certification Form	

Clauses that must be included in the Advertisement for Bid or Information for Bidders Section

Bidders on this work will be required to comply with the presidents Executive Order No. 11246 (Equal Employment Opportunity) as amended. Requirements for bidders and contractors under this order are explained in the specifications.

“Bidders must fully comply with Subpart C of 2 CFR Part 180 and 2 CFR Part 1532, entitled Responsibilities of Participants Regarding Transactions. Contractors, subcontractors, or suppliers that appear on the Excluded Parties List System at www.sam.gov are not eligible for award of any contracts funded by the KDHE State Revolving Fund programs.”

All contracts and subcontracts exceeding \$100,000, at any tier under a KPWSLF Loan Agreement shall comply with the Anti-Lobbying Act, Section 319 of Public Law 101-121, and file an Anti-Lobbying Certification form, and the Disclosure of Lobbying Activities form, if required, to the next tier above.

Bidders on this work, including sub-contractors or vendors, will be required to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et. seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et. seq.)

Required Provisions

Include the entire KDHE SRF Provisions document in the specification manual.

Other Items

Does the Info for Bidders explain the basis for determining the successful bidder?

Is the KDHE SRF Contract Provisions Section defined as part of the Contract Documents in the Agreement?

KDHE SRF CONTRACT PROVISIONS FOR EQUIPMENT PURCHASES

**KDHE SRF Forms and Certifications
(Must be submitted with Bids)**

STATE OF KANSAS
ACT AGAINST DISCRIMINATION
CONTRACT PROVISION CERTIFICATION FORM

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor shall observe the provisions of the Kansas Act Against Discrimination and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, national origin, or ancestry;
- (2) In all solicitations or advertisements for employees, the contractor shall include the phrase "equal opportunity employer" or a similar phrase to be approved by the Commission;
- (3) If the contractor fails to comply with the manner in which the contractor reports to the Commission in accordance with the provisions of K.S.A.44-1031 and amendments thereto, the contractor shall be deemed to have breached the present contract and it may be cancelled, terminated, or suspended, in whole or in part, by the contracting agency;
- (4) If the contractor is found guilty of a violation of the Kansas Act Against Discrimination under a decision or order of the Commission which has become final, the contractor shall be deemed to have breached the present contract and it may be cancelled, terminated or suspended, in whole, or in part, by the contracting agency;
- (5) The contractor shall include the provisions of (1) through (4) in every applicable subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.

PROJECT/CONTRACT NAME AND NO. _____

MUNICIPALITY _____

KPWSLF NO. _____

CONTRACTOR'S
SIGNATURE

Ben Schulte

TITLE

PRESIDENT

DATE

11/24/2015



KDHE PROJECT #

CERTIFICATION REGARDING LOBBYING

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31 U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

JOHN SCHULTE, PRESIDENT

Typed Name & Title of Authorized Representative

John Schulte 11/24/15
Signature and Date of Authorized Representative

KDHE SRF Equipment Provisions

Contract Provisions for Equal Opportunity

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
2. The contractor will, in all solicitations or advancements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
3. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The contractor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7. The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States." [Sec. 202 amended by EO 11375 of Oct. 13, 1967, 32 FR 14303, 3 CFR, 1966-1970 Comp., p. 684, EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

Contract Provisions for the Kansas Act Against Discrimination

(a) Except as provided by subsection (c), every contractor for or on behalf of the State and any county or municipality or other political subdivision of the State, or any agency of or authority created by any of the foregoing, for the construction, alteration, or repair of any public building or public work or for the acquisition of materials, equipment, supplies, or services shall contain provisions by which the contractor agrees that:

- (1) The contractor shall observe the provisions of the Kansas Act Against Discrimination and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, national origin, or ancestry;
- (2) In all solicitations or advertisements for employees, the contractor shall include the phrase "equal opportunity employer" or a similar phrase to be approved by the Commission;
- (3) If the contractor fails to comply with the manner in which the contractor reports to the Commission in accordance with the provisions of K.S.A.44-1031 and amendments thereto, the contractor shall be deemed to have breached the present contract and it may be cancelled, terminated, or suspended, in whole or in part, by the contracting agency;
- (4) If the contractor is found guilty of a violation of the Kansas Act Against Discrimination under a decision or order of the Commission which has become final, the contractor shall be deemed to have breached the present contract and it may be cancelled, terminated or suspended, in whole, or in part, by the contracting agency;
- (5) The contractor shall include the provisions of subsections (a)(1) through (4) in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.

(b) The Kansas Human Rights Commission shall not be prevented hereby from requiring reports of contractors found to be not in compliance with the Kansas Act Against Discrimination.

(c) The provisions of this section shall not apply to a contract entered into by a contractor:

- (1) Who employs fewer than four employees during the term of such contract; or
- (2) Whose contracts with the governmental entity letting such contract cumulatively total \$5,000 or less during the fiscal year of such governmental entity.

Contract Provisions for Restrictions on Lobbying

The Contractor agrees to comply with Title 40 CRF Part 34, New Restrictions on Lobbying. **A Certification form must be submitted with the bid documents.**

Contract Provisions for the Trafficking Victims Protection Act of 2000

The Contractor, its employees, sub-contractors, and sub-contractors employees under any KPWSLF Loan Agreement, may not engage in severe forms of trafficking in persons during the period of time that the award is in effect; procure a commercial sex act during the period of time that the award is in effect; or use forced labor in the performance of the award or sub-awards under the award.

Contract Provisions for Suspension and Debarment

The Contractor certifies that it is not suspended or debarred from participating in federal assistance and benefit programs and further agrees to fully comply with Subpart C of 2 CFR Part 180 and 2 CFR Part 1532,

entitled "Responsibilities of Participants Regarding Transactions." The Contractor must ensure that any lower tier covered transaction, as described in Subpart B of 2 CFR Part 180 and 2 CFR Part 1532, entitled "Covered Transactions," includes a term or condition requiring compliance with Subpart C. The Contractor agrees that failing to disclose the required information in 2 CFR 180.335 may result in the delay or negation of this assistance agreement, or pursuance of legal remedies, including suspension and debarment.

Contract Provisions for Non Discrimination

The contractor must comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, and a variety of program-specific statutes with nondiscrimination requirements.

Other civil rights laws may impose additional requirements on the contractor. These laws include, but are not limited to, Title VII of the Civil Rights Act of 1964 (prohibiting race, color, national origin, religion, and sex discrimination in employment), the Americans with Disabilities Act (prohibiting disability discrimination in employment and in services provided by State and local governments, businesses, and non-profit agencies), and the Fair Housing Act (prohibiting race, color, national origin, age, family status, and disability discrimination in housing), as well as any other applicable civil rights laws.

Contract Provisions for Non Segregated Facilities

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensuring that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. This obligation extends to all contracts containing the equal opportunity clause regardless of the amount of the contract. The term "facilities," as used in this section, means waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, wash rooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees; *Provided*, That separate or single-user restrooms and necessary dressing or sleeping areas shall be provided to assure privacy between the sexes.

Purchase Agreement

The [municipality] agrees to purchase from [vendor] the following items at the following prices.
[Vendor] agrees to comply with the attached KDHE SRF Contract Provisions and complete any certifications contained in them.

Quantity	Units	Description	Price/Unit	Extended price
		SEE ATTACHED SHEETS		

Total Purchase Price

\$ 256,228.10

[Municipality] : Signature _____ Date _____

[Vendor]: Signature Bob Schulte Date 11/24/15

AGENDA ITEM INFORMATION FORM

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

Department: Utilities

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

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

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

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

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

SYSTEM RECOMMENDATION

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

R900® Fixed Network AMI

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

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

BUDGET

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

IMPLEMENTATION

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

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

years

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

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

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

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

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

NEXT STEPS

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

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

Enclosure: Neptune Proposal

Related Ordinance(s) or Statute(s):

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

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

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

AGENDA ITEM INFORMATION FORM

Agenda Item: Consider Submittal of Application to Johnson County for Nelson Street Waterline Project for Community Development Block Grant (CDBG) funding for 2017

Department: Utilities

Background/Description of Item: Each year Johnson County invites cities to submit application for Community Development Block Grant (CDBG) funds made available by the federal government. Johnson County states that the primary goal of Johnson County's Community Development program is to provide federal financial assistance to eligible applicants for the purpose of community development. Toward this goal, the County has identified a number of strategies in its Consolidated Plan that eligible applicants are to consider in applying for CDBG funds. As stated in the 2015-2019 Consolidated Plan, Johnson County's priority needs are listed below.

1. Non-housing Community Development
 - Public Facilities
 - Public Improvements
 - Infrastructure
 - Public Services
 - Economic Development
2. Affordable Housing
3. Homelessness

During the work session held on May 19th, City Council identified the Nelson Street Waterline Replacement Project as a priority for completion. This project would be an eligible Public Facilities and Improvement project by definition for use of CDBG funds. Additionally, all of Edgerton is within a Census Block Group that qualifies for funding by area benefit.

Cities who are interested in submitting a CDBG application to the County are required to obtain the views of citizens through at least one public hearing held before the city council and advertised at least fourteen (14) days in advance in the city's newspaper of record. The public comment period begins on the day after publication. The City of Edgerton published a Public Hearing Notice in the Gardner News on May 11th. At time of preparation of the packet, the City has received no comments. The City will hold a Public Hearing on Thursday, May 26th prior to considering this item.

CDBG is a reimbursement program in which cities may apply for up to \$200,000. If Edgerton applies for \$200,000 in 2017, Edgerton would be ineligible to apply for a grant in 2018. CDBG funds do not have a required match. However, the City is expected to provide leveraged funds in accordance with its financial capability. The application must contain verifiable statements indicating that the local leveraged funds represent the maximum amount available for the activity and that without the requested CDBG funds the activity could not be completed. However, those costs may be documented and used as local leveraged funds.

In preparation for the CIP work session, City Engineer prepared the enclosed Engineer's Estimate of Probable Project Costs. The total project cost is estimated at \$291,495 which includes design, construction, inspection, etc. CDBG funds may only be used on construction.

Staff would recommend using Water System Development Funds as leverage dollars for the \$91,495 over the \$200,000 allowed by CDBG. The final source of leverage funds will be determined by City Council if CDBG funding is awarded.

Enclosure: Nelson Street Waterline Replacement Project CIP project sheet
Engineer's Estimate of Probable Project Costs

Related Ordinance(s) or Statute(s):

Recommendation: Approve Submittal of Application to Johnson County for Nelson Street Waterline Project for Community Development Block Grant (CDBG) funding for 2017

Funding Source: N/A

Prepared by: Beth Linn, City Administrator
Date: May 23, 2016

City of Edgerton Capital Improvement Plan

Project Number:
Dept:
Citizen Survey:

Funding Status:
Project Status:

Project Name:

Project Description:

Operations Impact:

Estimated Cost: **Outside Funding Available?**

Notes:

	2015	2016	2017	2018	2019	2020	2021
Project Cost	& Prior	Budget	Request	Request	Request	Request	Request
Design	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Construction	-	-	-	-	-	-	-
Construction Administration	-	-	-	-	-	-	-
Utility Relocation	-	-	-	-	-	-	-
Land Acquisition	-	-	-	-	-	-	-
Other	-	-	-	-	-	-	-
Total Cost	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Project Financing							
General Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Special Highway Fund	-	-	-	-	-	-	-
Special Park & Rec Fund	-	-	-	-	-	-	-
PIF	-	-	-	-	-	-	-
CARS	-	-	-	-	-	-	-
KDOT	-	-	-	-	-	-	-
Other Cities	-	-	-	-	-	-	-
Grants	-	-	-	-	-	-	-
GO Bonds	-	-	-	-	-	-	-

Street Excise Tax	-	-	-	-	-	-	-
Park Impact Fee	-	-	-	-	-	-	-
PIF Maintenance Fee	-	-	-	-	-	-	-
System Dev Fee - Water	-	-	-	-	-	-	-
System Dev Fee - Sewer	-	-	-	-	-	-	-
Revolving Loan Fund	-	-	-	-	-	-	-
Total Funding Sources	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Project Location:

Picture, map, etc.

City of Edgerton 16-1021L
Nelson Street Waterline Replacement

Engineer's Estimate of Probable Project Costs
Preparation Date: April 21, 2016
8" Waterline on Nelson Street

Item #	Description	Quantity	Unit	Unit Price	Total Price
1.	Mobilization	1	L.S.	\$ 20,000.00	\$ 20,000.00
2.	Contractor Construction Staking	1	L.S.	\$ 10,000.00	\$ 10,000.00
3.	Clearing and Grubbing	1	L.S.	\$ 5,000.00	\$ 5,000.00
4.	Traffic Control	1	L.S.	\$ 15,000.00	\$ 15,000.00
5.	Temporary Erosion Control	1	L.S.	\$ 10,000.00	\$ 10,000.00
6.	Seeding, Fertilizing and Mulching	1	L.S.	\$ 10,000.00	\$ 10,000.00
7.	8" Waterline (PVC C900)(In-Place)	1,970	L.F.	\$ 40.00	\$ 78,800.00
8.	8" Waterline (HDD)(PVC C900)(RJ)	120	L.F.	\$ 75.00	\$ 9,000.00
9.	8" M.J. Gate Valve	1	EA.	\$ 1,350.00	\$ 1,350.00
10.	8" Tapping Valve	3	EA.	\$ 2,000.00	\$ 6,000.00
11.	Connect to Existing Waterline	3	EA.	\$ 1,500.00	\$ 4,500.00
12.	Disconnect Existing Waterline	3	EA.	\$ 1,000.00	\$ 3,000.00
13.	Connect to Existing Service	26	EA.	\$ 300.00	\$ 7,800.00
14.	Relocate Existing Meter and Pit	0	EA.	\$ 500.00	\$ -
15.	Fire Hydrant Assembly	6	EA.	\$ 3,000.00	\$ 18,000.00
16.	Remove Existing Fire Hydrant	6	EA.	\$ 500.00	\$ 3,000.00
17.	Tracer Wire	2,090	L.F.	\$ 0.50	\$ 1,045.00
Construction Subtotal =					\$ 202,495.00
+10% Contingency =					\$ 20,200.00
Construction Total =					\$ 222,695.00
Design Engineering =					\$ 32,600.00
Construction Observation =					\$ 28,800.00
Construction Engineering =					\$ 7,400.00
Total Opinion of Probable Costs =					\$ 291,495.00

AGENDA ITEM INFORMATION FORM

Agenda Item: Consider an Agreement with Burns & McDonnell/CAS Construction On The Basis Of A Stipulated Price

Department: Utilities

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

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

In November 2015, Edgerton City Council approved a Preliminary Design-Build Agreement with Burns & McDonnell/CAS Construction in the amount of \$200,800. The Preliminary Design-Build Agreement states the Contractor shall design the project to approximately 30% of the Project, which will enable the Contractor to determine a Guaranteed Maximum Price (GMP) for construction of the project.

Please find enclosed the Executive Summary submitted by Burns & McDonnell/CAS Construction for consideration by City Council. The Executive Summary of the Work includes a description of the scope of work included in this agreement. It also includes the Guaranteed Maximum Price (GMP) of \$2,787,950. A detailed item breakdown of this price proposal is included. Four items in the GMP are listed as allowances. These items the City is responsible for actual costs (either higher or lower than amount listed).

This agreement does not include the contract amount for preliminary work (\$200,800) to develop the GMP. Assuming the estimates for the allowance items are correct, total project expenses for design and construction would be \$2,988,750. This amount does not include city engineer expenses or construction inspection costs. Staff would recommend using BG Consultants for inspection and anticipates bringing that contract for services for consideration by City Council at June 9th meeting.

In February 2016, City Council approved a Charter Ordinance to exempt the City from state statute provisions regarding the issuance of bonds for the purpose of paying for sanitary sewer improvements. That Ordinance provides the City of Edgerton flexibility to use general obligation bonds for the construction of this project. Additionally, the City Council took the first step in that process by approving a resolution to authorize the offering for sale of general obligation bonds for this project. Following the closing of the 60-day waiting period after publication of the Charter Ordinance, staff anticipates bringing the resolution to authorize the project and bonds to the July 14th City Council meeting together with approving the sale of the bonds that same meeting.

City Attorney/City's Insurance Representative have reviewed the design-build agreement and terms and conditions. City Attorney and D/B team are still negotiating final terms and conditions. Previous Agreement is available upon request from the City Clerk as the document over 100 pages. City Attorney will review updates for City Council during May 26, 2016 meeting. Additionally, City Engineer and Design-Build team will be present for questions.

Enclosures: Executive Summary

Related Ordinance(s) or Statute(s):

Recommendation: Approve an Agreement with Burns & McDonnell/CAS Construction On the Basis Of A Stipulated Price with Guaranteed Maximum Price at \$2,787,950.

Funding Source: General Obligation Bonds Series 2016

Prepared by: Beth Linn, City Administrator
Date: May 23, 2016

May 23, 2016

City of Edgerton, KS Pump Station and Force Main Work-

Price - \$2,787,950.00

Executive summary of work -

- 100% Performance and payment bonds
- GL, UL, PL and builders risk insurance included
- Prevailing wages are not required for this contract.
- Sales tax exemption certificate to be provided by City.
- Phase 1 services is a separate agreement will be billed separately and is not included in this price
- Includes all labor, materials, equipment and supervision to complete the scope of the work
- Includes all design and construction administration fees for the work
- Trees along force main route will be cleared prior to June1 as a part of the Phase 1 services agreement
- Relocation of existing salt/sand storage building
- New wetwell and drywell areas to be fenced and secured
- Manholes and piping necessary to direct flow to the new wetwell before the existing plant.
- New wetwell and drywell structures.
- Mechanical basket screen system to remove trash from wetwell prior to pumping
- Wetwell submersible pumps in series with drywell pumps connecting to new force main.
- Both wetwell and drywell will be ready for installation of third set of pumps when need dictates.
- Includes approximately 13,200lf of HDPE force main, directional drilling of the creek crossing, air release valves/vaults, pipeline cleanouts, pressure regulating valve and tie into existing manhole for routing to Big Bull Creek WWTP.
- Site and force main route will be clean, fine graded and seeded upon completion.

Price Breakdown

<u>Item</u>	<u>Cost</u>
General conditions/ construction equipment/Insurances & Bonds	\$317,942.
Site excavation/backfill/yard piping	\$81,767.
Wetwell / Drywell / manhole structures	\$131,578.
Site fencing / paving / relocate ex. storage building	\$138,364.
Hoisting	\$20,410.
Force main & appurtenances	\$803,576
Allowances (detailed below)	\$222,775.
Screenings	\$120,855.
Pumps / pipe / valves	\$199,375.
HVAC	\$25,672.
Electrical/instrumentation/controls	\$460,636.
Design and Construction Administration	\$265,000.
Total Contract Value	\$2,787,950.

- Allowances are items that are covered in the lump sum total contract value for the specific budget of the item detailed. Costs for these items (labor, material, equipment and subcontractors) will be tracked at cost with no markup for overhead and profit. In the event that the costs are in excess of the amounts listed, the Owner shall pay such additional cost. In the event that the costs are less than the amounts listed, the Owner shall be entitled to the amounts remaining. Allowances included in the lump sum price above -
 - Linework – stump removal \$10,000.
 - Concrete blocks at salt/sand storage \$2,000.
 - Existing Plant Decommissioning \$74,000.
 - HDD Bull Creek & Quarry Drive \$136,775.