

**EDGERTON CITY COUNCIL  
MEETING AGENDA  
CITY HALL, 404 EAST NELSON STREET  
February 11, 2021  
7:00 P.M.**

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

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

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

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

**Call to Order**

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

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

4. Approve Minutes from January 28, 2021 Regular City Council Meeting

**Regular Agenda**

5. **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.
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.

**Business Requiring Action**

7. **CONSIDER RECOMMENDATION TO AWARD THE BID FOR CONSTRUCTION OF THE 207<sup>TH</sup> GRADE SEPARATION AND AUTHORIZE THE MAYOR TO EXECUTE THE CONTRACT**

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

8. **CONSIDER AGREEMENT WITH BG CONSULTANTS FOR THE DESIGN OF 8<sup>TH</sup> ST. AND BRAUN ST. INTERSECTION IMPROVEMENTS**

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

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

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

10. **Report by the City Administrator**

- Fourth Quarter 2020 Financial Report
- Report on 502 E 2<sup>nd</sup> St.

11. **Report by the Mayor**

12. **Future Meeting Reminders:**

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

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

**EVENTS**

February 15<sup>th</sup>: City Hall Closed for President's Day

February 18<sup>th</sup>: Annual State of the City

March 20<sup>th</sup>: Low-Cost Animal Vaccine Clinic

**City of Edgerton, Kansas**  
**Minutes of City Council Regular Session**  
**January 28, 2021**

A Regular Session of the City Council (the Council) was held in the Edgerton City Hall, 404 E. Nelson Edgerton, Kansas on January 28, 2021. The meeting convened at 7:00 PM with Mayor Roberts presiding.

**1. ROLL CALL**

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

With a quorum present, the meeting commenced.

Staff in attendance:

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

**2. WELCOME**

**3. PLEDGE OF ALLEGIANCE**

**Consent Agenda**

4. Approve Minutes from January 14, 2021 Regular City Council Meeting
5. Accept Deed of Dedication and Temporary Construction Easement for the 207<sup>th</sup> Street Grade Separation Project

Councilmember Longanecker motioned to approve consent agenda, seconded by councilmember Smith. The consent agenda was approved 4-0.

**Regular Agenda**

6. **Public Comments.** There were no public comments made at this time.
7. **Declaration.**

Councilmember Longanecker mentioned possible conflict with scouts meeting on the same nights as city meetings, stating there is no parking for these meetings and the people attending them.

Mayor Roberts stated that he expects future planning commission and council meetings will be well attended.

With agreement from all councilmembers in attendance, Mayor gave direction to staff to reach out to both boy and girl scouts to notify them of meeting dates for council, planning commission and court dates. He stated he would like to see scouts move their programs to times that are not in conflict with city business.

#### 8. **Discussion.** Citywide Contract for Residential Solid Waste Collection and Disposal Services

Ms. Beth Linn, City Administrator, addressed the council. She stated in February 2019, the Edgerton City Council approved the current contract with Gardner Disposal for Residential Solid Waste Collection and Disposal. She stated this contract will expire December 31, 2021. Gardner Disposal has been the City's service provider since 2015.

Ms. Linn stated staff is seeking guidance from council regarding any needed changes to services so that staff can begin to prepare the bid specifications and bidding calendar.

Ms. Linn stated the current service contract provides one container for waste and one container for recyclables, curbside collection once per week and one furniture item per dwelling per week at no additional charge. She stated other items in this contract include service at city facilities, sludge removal at the wastewater treatment plant, the annual citywide clean up and disposal services for city events.

Councilmember Longanecker stated he is quite happy with the current services, only having one small complaint about the containment of trash in the recyclable's containers.

Mayor Roberts stated he would like to see the disposal of sludge be disposed of in an environmentally friendly way. The current contract does not require this and he would like to see that it is mandatory in a new contract.

Councilmember Smith agreed with the Mayor's proposal for the new contract.

Councilmember Lewis signed on at 7:07 PM.

Councilmember Lewis stated he would agree with the proposal as well to have waste disposed of in an environmentally friendly way.

Councilmember Conus agreed with waste disposal and stated he has been very pleased with the services provided.

Councilmember Longanecker asked if the contract goes to bid every 3 years and if it is renewing in 2022. Ms. Linn stated yes, the current contract with Gardner Disposal concludes at the end of this year, 2021.



Ms. Linn asked if there was any clarifying language the governing body wished to see in a contract moving forward. She stated in our current contract, we have curbside bulk collection which includes, appliances without CFGs, furniture and carpet, all of which have specifications which are included in the current contract with Gardner Disposal.

Mayor Roberts stated he would like to see the language in the contract specifying what can and cannot be picked up on city wide clean-up day and the one large item a week for residents.

Councilmember Longanecker asked what the cost might be for trash bags big enough to fit the containers to eliminate some of the trash and debris that flies around town on windy days.

Councilmember Conus asked if there were any outlets for disposal of hazardous materials. Mayor Roberts state Johnson County Waste has a place to drop off collection point. In order to be a collection point for hazardous waste, there has to be approval EPA permitting. He stated that it would be a great start to possibly partner with Johnson County waste and see if they would be available for a City Wide Clean Up day.

Councilmember Conus stated he would like to see a yearly time for collection of hazardous waste to be set up.

9. **Discussion.** All-Terrain Vehicles, Golf Carts, Low Speed Vehicles, Micro Utility Trucks and Work-Site Utility Vehicles

Ms. Linn addressed the council. She stated in September 2020, the City Council held a work session to discuss possible regulation to allow various types of vehicles on city streets. Based on reviews from the city attorney and the representative of the Sheriff's Department, staff would request City Council consider a few topics prior to finalizing the ordinance. She stated these items are Hours of Operations, Definition of All Terrain Vehicle, and Age of Operator. Ms. Linn stated these items can always be changed in the future, if council should decide to.

Ms. Linn stated during the work session, city council provided direction to draft the regulations to include the ability to operate these types of vehicles 24/7 with proper equipment. She stated based on public safety recommendation from the Sheriff's Office and the city's noise ordinance, staff recommends the Governing Body reconsider prohibiting the operation of these types of vehicles from sunset to sunrise.

Councilmember Lewis stated he would like to see the time be set based on city ordinance for noise, rather than a sunset to sunrise. He stated if noise is the biggest reason for consideration of the sunset to sundown, he suggested mirroring the noise ordinance.

Ms. Linn stated noise was some of the concern, but the hours of sunrise to sunset were based more on the safety concerns of operating these types of vehicles during daylight hours.

Councilmember Lewis stated if all vehicles to be permitted through the city must have proper equipment to operate at night and be on the road, what is preventing the city from allowing this to coincide with the noise ordinance and operate at those times.

Master Deputy Brad Johnson, Edgerton's Community Officer, stated that one of the biggest issues he sees with allowing the time to extend until late hours of the evening, is that this allows more people to be on the roads that probably should not be, and people do not always see a UTV as needing to abide by the same regulations as regular daily driver vehicles. He stated no other city who has adopted this ordinance has strayed away from sunrise to sunset.

Councilmember Conus asked if persons operating the vehicles have to have proper drivers licenses. Ms. Linn stated the guidelines set now are that the person operating the vehicle have to have proper state drivers license.

Councilmember Lewis stated residents will want to drive/ride to city events, like 3<sup>rd</sup> of July. He stated he thinks that if people do not follow the rules of the road, proper citations should be placed against the person or they should be arrested in the same fashion they would be if they were operating a regular vehicle while under the influence. He stated that because of the cost for permitting within the City of Edgerton for this vehicle, he thinks the amount of people that will improperly operate will be weeded out.

Mr. Lee Hendricks, City Attorney stated he is in favor of a slow roll out of the ordinance, once the city can see how it will work and sees positive feedback, the Governing Body can make changes, if they should see a reason to.

Councilmember Longanecker stated we have law enforcement and city attorneys here to help make decisions like these. He stated that he would like to see this slow roll out as well and revisit the idea of allowing the vehicles to be operated at events like 3<sup>rd</sup> of July and Frontier Days.

Councilmember Beem stated he would like to see a slow start to the process of this new ordinance, and he supported the operation of vehicles from sunrise to sunset. He asked what would happen to those people that become repeat offenders. Mr. Hendricks stated that it could result in immediate revocation of the permit and an increase in fines.

Councilmember Lewis stated he is not a big fan of government telling people that it is okay and safe to operate the vehicle during the day, but then tell them they have to stop at night. He stated he would like to see the ordinance consistent with noise ordinance.

Councilmember Conus asked if the ordinance, how it's drafted today, requires headlights, turn signals and seatbelts. Ms. Linn, stated the draft ordinance requires proper equipment for night use, as well as proper equipment to operate on regular roads, turn signals, mirrors, seatbelts, etc.

Councilmember Conus stated that if this ordinance requires all of those precautions to allow usage of the equipment and proper permitting by the city, he suggests the ordinance be drafted to coincide with the noise ordinance and allow for nighttime usage.

Councilmembers Longanecker and Smith agreed to Sheriff recommendations of sunrise to sunset hours of operation.

With the majority of council in favor of an approach an ordinance drafted parallel with the noise ordinance, Mayor Roberts suggested a mandatory review in first quarter of 2022.

All councilmembers were in favor of this approach. Staff is to bring back an ordinance with language to suggest a review of the hours of operation in the first quarter of 2022.

Ms. Linn stated during the work session, city council provided direction to include all types of ATVs in regulations. In addition, council stressed the requirement for proper safety equipment, such as seatbelts. She stated based on review from the city attorney and sheriff's office, staff would recommend prohibiting ATVs that can only be straddled by the operator as this type of ATV would be more difficult to install a seat belt.

Councilmember Lewis asked the difference between riding legal and illegal vehicles. Deputy Johnson stated the safety components, size of motor and how they are regulated. He stated to be street legal, the operator must have a motorcycle endorsement on their license and in order to receive that, they must take a class, pass a written test and prove they can operate a two-wheel vehicle. Councilmember Lewis stated he see's the safety component as it might relate to two wheeled straddled vehicles but does not understand why straddled 4 wheelers would be eliminated from the list of ATVs allowed.

Councilmember Smith stated when she thinks of four wheeled vehicles being allowed, she thinks of the standard straddled four-wheeler. She stated this is what she sees most often around town and thinks this is what people would think of when they hear ATV/UTV. She stated she does see the safety issue of these types of vehicles not having the same safety equipment that the side by side 4 wheelers might have. Councilmember Smith stated the safety concern conveyed by the Sheriff's Office of straddled vehicles takes precedence.

Councilmember Lewis stated he is in favor of ATV and dirt bikes for straddled vehicles.

Councilmember Smith stated she would like to see seatbelts required which are not on straddled vehicles. She stated she is in favor of Sheriffs Office recommendations of prohibiting straddled vehicles.

Councilmember Beem stated he is in favor of straddled vehicles.

Councilmember Conus stated he is in favor of straddled vehicles.

Councilmember Longanecker stated he is in favor of Sheriffs Office to require seatbelts and prohibit straddled vehicles.

Ms. Linn asked for clarification of the need for seatbelts on all vehicles, or just on those that come equipped with them.

Councilmember Lewis stated he would be in favor of seatbelts not being required on anything if it makes the ordinance easier to enforce. He stated he would also be in favor of persons needing a valid driver's license with motorcycle endorsement for straddled two wheeled vehicles.

Councilmember Beem stated he is in favor of allowing straddled vehicles, but that the operator of such vehicles must have a valid driver's license with motorcycle endorsement. He stated he is indecisive about requiring seatbelts.

Councilmember Smith stated two wheeled vehicle operators should have valid driver's licenses with a motorcycle endorsement. She stated she is okay with allowing straddled vehicles and would like to see seatbelts required on all others, as well as all proper safety equipment to operate on the roadway including lights, turn signals, mirrors, etc.

Councilmember Conus stated he is in favor of straddled vehicles, seatbelts required on those that come equipped and would like to see it required that lights, mirrors, break lights, etc. are mandatory to operate. He stated he is in favor of the operator of such vehicles having a valid driver's license and motorcycle endorsement for two wheeled vehicles.

Councilmember Longanecker stated if the ordinance is going to allow two wheeled and four wheeled straddled vehicles, he would like to require the operator to have a valid driver's license with motorcycle endorsement to operate two wheeled vehicles. He stated he is also in favor of all proper safety equipment being mandatory to operate on the roadway, lights, mirrors, etc.

The majority of the council is in favor of allowing straddled vehicles and that seatbelts are required for all vehicles that come equipped with them.

Ms. Linn stated during the work session, council provided direction to staff to draft the regulations requiring the operator to be at least 17 years of age and have a valid driver's license. For enforcement of the regulation, staff and the Sheriff's Office would recommend removing the reference to an age, and instead simply be a valid driver's license.

All councilmembers were in favor of the requirement of a valid driver's license to operate.

Ms. Linn stated with the final direction from council on these topics, staff will work with the City Attorney to finalize the draft regulations to bring forward to the Governing Body for review and consideration at an upcoming council meeting.

### **Business Requiring Action**

- There were no items to discuss.

### **10. Report by the City Administrator**

- Ms. Linn stated the Board of County Commissioners extended the mask mandate until the end of March 2021.

### **11. Report by the Mayor**

- Mayor Roberts stated council will remain virtual until notified otherwise.

- Mayor Roberts stated with the new zoning in planning commission, elected members may be receiving phone calls and emails from the community. He stated if anyone should receive any kind of communication, to please forward these to staff so this information can be added to the packet to be reviewed by all councilmembers at the same time during an open public meeting. He stated this allows transparency for all questions and comments for all members of the community.
- Mr. Lee Hendricks stated with the use of Facebook there has been some communication in other cities that has been found to be in violation of the Kansas Open Meetings Act. He stated he understands the desire to clear information up when it is seen on social media but advises council and all elected personnel to only discuss city business during open public meetings to remain compliant and transparent.

#### 12. **Future Meeting Reminders:**

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

#### 13. **Adjourn**

Councilmember Smith motioned to adjourn, seconded by councilmember Beem.  
Meeting adjourned at 8:18 PM, 5-0

#### EVENTS

February 15<sup>th</sup>: City Hall Closed for President's Day  
February 18<sup>th</sup>: Annual State of the City

## City Council Action Item

**Council Meeting Date:** February 11, 2021

**Department:** Public Works

### **Agenda Item: Consider the Award of the Bid for Construction of the 207<sup>th</sup> Grade Separation and Authorize the Mayor to Execute the Contract**

**Background/Description of Item:**

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

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

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

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

On January 20, 2021 City Staff with the City Engineer held a public bid opening. A total of four (4) bids were received, opened and read aloud to the public. A summary of those bids is below.

	Bid:
Engineer's Estimate	\$ 9,805,988.40
Clarkson	\$ 7,520,048.85
Emery Sapp and Sons	\$ 7,245,800.00
<b>Pyramid Contractors</b>	<b>\$ 7,021,895.00</b>
Miles Excavating	\$ 7,434,113.94

The project engineer (HDR) has reviewed the bid tabulations and believes Pyramid Contractors is qualified to complete the project.

Funding for this project was included in the 2020-2024 Capital Improvement Program, with an overall project cost of \$15,000,000. The bid for Pyramid Contractors is within budget.

The 207<sup>th</sup> Street Grade Separation project was bid using the City's standard construction documents. The Contract, Project Manual and corresponding documents have been reviewed and approved by the City Attorney and the City's Insurance Consultant. Due to the length of these documents, the Contract and Project Manual have not been included in packet; however, these documents are on file with the City Clerk.

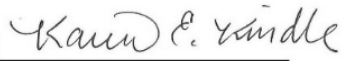
Therefore, it is the recommendation of Staff to award the construction of the 207<sup>th</sup> Grade Separation to Pyramid Contractors as they are the lowest and best bid.

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

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

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

x 

**Finance Director Approval:**

Karen Kindle, Finance Director

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<p><b>Recommendation: Approve Awarding the Bid for Construction of the 207<sup>th</sup> Grade Separation and Authorize the Mayor to Execute the Contract</b></p>
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**Enclosed:** Letter of Recommendation  
Bid Tabulation

**Prepared by:** Dan Merkh, Public Works Director



January 26, 2021

Mr. Dan Merkh  
Public Works Director  
City of Edgerton  
404 East Nelson  
Edgerton, KS 66021

Dear Mr. Merkh,

Per the results of the bid opening held on January 20, 2021, the City of Edgerton received bids from 4 bidders for the 207<sup>th</sup> Street Grade Separation Project. Pyramid Contractors, Inc. was the low bidder with a bid of \$7,021,895.00. HDR reviewed the bid tabulations and concluded that the unit prices included in the bid are in line with the unit price tabulation by the Kansas Department of Transportation.

Pyramid Contractors, Inc. is a reputable construction company and has experience building roads and bridges to the Construction Specifications of the Kansas Department of Transportation Construction Specifications and the American Public Works Association, which were specified in the technical specifications for this project.

HDR supports a recommendation to accept the bid by Pyramid Contractors, Inc. for the 207<sup>th</sup> Street Grade Separation Project.

Sincerely,  
HDR Engineering, Inc.

A handwritten signature in blue ink that reads 'Simon Sun'.

Simon Sun  
*Senior Project Manager*



**BID TABULATIONS**  
**207th Street Grade Separation**  
**Edgerton, Kansas**  
**Bid Letting January 20, 2021**  
**21-1021L**

				Engineer's Estimate		Pyramid Contractors, Inc.		Emery Sapp & Sons		Miles Excavating, Inc.		Clarkson Construction Co.											
Item #	Description	Quantity	Unit	Unit Price		Unit Price		Unit Price		Unit Price		Unit Price											
Base Bid (Road)																							
R01	Mobilization	1	Lump Sum	\$	842,940.00	\$	842,940.00	\$	300,000.00	\$	300,000.00	\$	340,000.00	\$	340,000.00	\$	51,884.65	\$	51,884.65	\$	475,000.00	\$	475,000.00
R02	Clearing and Grubbing	1	Lump Sum	\$	23,415.00	\$	23,415.00	\$	35,000.00	\$	35,000.00	\$	13,750.00	\$	13,750.00	\$	168,973.49	\$	168,973.49	\$	13,750.00	\$	13,750.00
R03	Removal of Existing Structures	1	Lump Sum	\$	87,807.00	\$	87,807.00	\$	20,000.00	\$	20,000.00	\$	6,600.00	\$	6,600.00	\$	11,587.84	\$	11,587.84	\$	6,000.00	\$	6,000.00
R04	Common Excavation	5239	C.Y.	\$	6.00	\$	31,434.00	\$	7.50	\$	39,292.50	\$	7.00	\$	36,673.00	\$	3.44	\$	18,022.16	\$	13.50	\$	70,726.50
R05	Compaction of Earthwork (Type AA) (MR 0-5)	4440	C.Y.	\$	12.00	\$	53,280.00	\$	1.75	\$	7,770.00	\$	5.00	\$	22,200.00	\$	4.65	\$	20,646.00	\$	0.10	\$	444.00
R06	Compaction of Earthwork (Type A) (MR 5-5)	40683	C.Y.	\$	5.00	\$	203,415.00	\$	1.75	\$	71,195.25	\$	2.00	\$	81,366.00	\$	2.96	\$	120,421.68	\$	0.10	\$	4,068.30
R07	Common Excavation (Contractor Furnished)	47847	C.Y.	\$	18.00	\$	861,246.00	\$	8.00	\$	382,776.00	\$	12.50	\$	598,087.50	\$	5.87	\$	280,861.89	\$	16.75	\$	801,437.25
R08	Water (Grading) (Set Price)	1	M.Gal.	\$	35.00	\$	35.00	\$	35.00	\$	35.00	\$	35.00	\$	35.00	\$	35.00	\$	35.00	\$	35.00	\$	35.00
R09	Pavement Removal	6042	Sq. Yds.	\$	12.00	\$	72,504.00	\$	7.50	\$	45,315.00	\$	5.50	\$	33,231.00	\$	4.77	\$	28,820.34	\$	8.00	\$	48,336.00
R10	Riprap (Light 18") (2')	119	Sq. Yds.	\$	92.00	\$	10,948.00	\$	70.00	\$	8,330.00	\$	65.00	\$	7,735.00	\$	90.22	\$	10,736.18	\$	46.00	\$	5,474.00
R11	Concrete Pavement (10" Uniform) (AE) (NRDJ)	8537	Sq. Yds.	\$	88.00	\$	751,256.00	\$	60.00	\$	512,220.00	\$	75.00	\$	640,275.00	\$	69.63	\$	594,431.31	\$	69.25	\$	591,187.25
R12	Cement Treated Base (4")	10291	Sq. Yds.	\$	17.00	\$	174,947.00	\$	22.00	\$	226,402.00	\$	18.00	\$	185,238.00	\$	28.42	\$	292,470.22	\$	12.00	\$	123,492.00
R13	Manipulation (Lime Treated Subgrade) (6")	10291	Sq. Yds.	\$	7.00	\$	72,037.00	\$	5.00	\$	51,455.00	\$	12.00	\$	123,492.00	\$	9.72	\$	100,028.52	\$	9.65	\$	99,308.15
R14	Lime	232	Tons	\$	252.00	\$	58,464.00	\$	305.00	\$	70,760.00	\$	200.00	\$	46,400.00	\$	216.39	\$	50,202.48	\$	200.00	\$	46,400.00
R15	Water (Lime Treated Subgrade) (Set Price)	1	M.Gal.	\$	35.00	\$	35.00	\$	35.00	\$	35.00	\$	35.00	\$	35.00	\$	35.00	\$	35.00	\$	35.00	\$	35.00
R16	HMA - Commercial Grade (Class A) (8")	176	Tons	\$	176.00	\$	30,976.00	\$	175.00	\$	30,800.00	\$	140.00	\$	24,640.00	\$	332.15	\$	58,458.40	\$	179.20	\$	31,539.20
R17	Aggregate Base (AB-3) (6")	137	Tons	\$	18.00	\$	2,466.00	\$	35.00	\$	4,795.00	\$	23.00	\$	3,151.00	\$	15.92	\$	2,181.04	\$	53.00	\$	7,261.00
R18	Concrete Pavement (6" Uniform) (AE) (Drives)	49	Sq. Yds.	\$	65.00	\$	3,185.00	\$	85.00	\$	4,165.00	\$	59.00	\$	2,891.00	\$	56.80	\$	2,783.20	\$	93.00	\$	4,557.00
R19	Surfacing Material (AB-3) (8")	91	Tons	\$	36.00	\$	3,276.00	\$	35.00	\$	3,185.00	\$	21.00	\$	1,911.00	\$	15.92	\$	1,448.72	\$	47.00	\$	4,277.00
R20	Sidewalk Const. (6") (AE) (Fiber Reinforced) (10' Path)	2137	Sq. Yd.	\$	71.00	\$	151,727.00	\$	37.00	\$	79,069.00	\$	40.00	\$	85,480.00	\$	56.80	\$	121,381.60	\$	43.00	\$	91,891.00
R21	Sidewalk Const. (4") (AE) (Fiber Reinforced) (5' Sidewalk)	1652	Sq. Yds.	\$	65.00	\$	107,380.00	\$	35.00	\$	57,820.00	\$	36.00	\$	59,472.00	\$	49.10	\$	81,113.20	\$	42.60	\$	70,375.20
R22	Sidewalk Ramps	46	Sq. Yds.	\$	293.00	\$	13,478.00	\$	115.00	\$	5,290.00	\$	184.00	\$	8,464.00	\$	85.91	\$	3,951.86	\$	189.85	\$	8,733.10
R23	Curb and Gutter (Type CG-1) (APWA)(Mod)	5892	Lin. Ft.	\$	36.00	\$	212,112.00	\$	22.50	\$	132,570.00	\$	6.00	\$	35,352.00	\$	17.27	\$	101,754.84	\$	20.65	\$	121,669.80
R24	Curb and Gutter (Type CG-1) (APWA)(Special)	54	Lin. Ft.	\$	36.00	\$	1,944.00	\$	50.00	\$	2,700.00	\$	7.00	\$	378.00	\$	33.09	\$	1,786.86	\$	32.60	\$	1,760.40
R25	Sign (Flat Sheet) (High Performance)	305	Sq. Ft.	\$	25.00	\$	7,625.00	\$	12.00	\$	3,660.00	\$	12.00	\$	3,660.00	\$	12.66	\$	3,861.30	\$	29.00	\$	8,845.00
R26	Sign Post (2" Perforated Square Steel Tube)	416	Lin. Ft.	\$	15.00	\$	6,240.00	\$	10.00	\$	4,160.00	\$	10.00	\$	4,160.00	\$	10.55	\$	4,388.80	\$	8.00	\$	3,328.00
R27	Sign Post Footing (2 1/4" Perforated Square Steel Tube)	47	Each	\$	112.00	\$	5,264.00	\$	25.00	\$	1,175.00	\$	25.00	\$	1,175.00	\$	26.39	\$	1,240.33	\$	20.00	\$	940.00
R28	Sign Post (2 lbs/ft U Steel U Tube)	54	Lin. Ft.	\$	24.00	\$	1,296.00	\$	3.50	\$	189.00	\$	3.50	\$	189.00	\$	3.69	\$	199.26	\$	9.00	\$	486.00
R29	Object Marker (Type 3)	2	Each	\$	135.00	\$	270.00	\$	50.00	\$	100.00	\$	50.00	\$	100.00	\$	52.78	\$	105.56	\$	150.00	\$	300.00
R30	Object Marker (Type 4)	28	Each	\$	135.00	\$	3,780.00	\$	55.00	\$	1,540.00	\$	55.00	\$	1,540.00	\$	58.05	\$	1,625.40	\$	10.00	\$	280.00
R31	Concrete Safety Barrier (Type I)	245	Lin. Ft.	\$	352.00	\$	86,240.00	\$	165.00	\$	40,425.00	\$	185.00	\$	45,325.00	\$	304.58	\$	74,622.10	\$	180.50	\$	44,222.50
R32	Storm Sewer (15") (RCP)	176	Lin. Ft.	\$	104.00	\$	18,304.00	\$	65.00	\$	11,440.00	\$	50.00	\$	8,800.00	\$	62.37	\$	10,977.12	\$	78.00	\$	13,728.00
R33	Storm Sewer (18") (RCP)	424	Lin. Ft.	\$	106.00	\$	44,944.00	\$	70.00	\$	29,680.00	\$	51.00	\$	21,624.00	\$	64.69	\$	27,428.56	\$	81.00	\$	34,344.00
R34	Storm Sewer (24") (RCP)	790	Lin. Ft.	\$	112.00	\$	88,480.00	\$	75.00	\$	59,250.00	\$	60.00	\$	47,400.00	\$	74.50	\$	58,855.00	\$	92.00	\$	72,680.00
R35	Storm Sewer (30") (RCP)	266	Lin. Ft.	\$	164.00	\$	43,624.00	\$	92.00	\$	24,472.00	\$	77.00	\$	20,482.00	\$	81.84	\$	21,769.44	\$	110.00	\$	29,260.00
R36	Storm Sewer (36") (RCP)	9	Lin. Ft.	\$	188.00	\$	1,692.00	\$	192.00	\$	1,728.00	\$	160.00	\$	1,440.00	\$	156.87	\$	1,411.83	\$	184.00	\$	1,656.00
R37	Storm Sewer (30"x19") (RCPHE)	345	Lin. Ft.	\$	123.00	\$	42,435.00	\$	125.00	\$	43,125.00	\$	100.00	\$	34,500.00	\$	158.29	\$	54,610.05	\$	139.00	\$	47,955.00
R38	End Section (Type 1) (15") (RC)	3	Each	\$	966.00	\$	2,898.00	\$	895.00	\$	2,685.00	\$	975.00	\$	2,925.00	\$	1,353.84	\$	4,061.52	\$	1,123.00	\$	3,369.00
R39	End Section (Type 1) (18") (RC)	1	Each	\$	972.00	\$	972.00	\$	1,200.00	\$	1,200.00	\$	1,110.00	\$	1,110.00	\$	1,389.73	\$	1,389.73	\$	1,233.00	\$	1,233.00
R40	End Section (Type 1) (24") (RC)	2	Each	\$	1,230.00	\$	2,460.00	\$	1,400.00	\$	2,800.00	\$	1,360.00	\$	2,720.00	\$	1,535.40	\$	3,070.80	\$	1,384.00	\$	2,768.00
R41	End Section (Type 1) (36") (RC)	1	Each	\$	1,757.00	\$	1,757.00	\$	1,800.00	\$	1,800.00	\$	1,870.00	\$	1,870.00	\$	1,925.97	\$	1,925.97	\$	2,028.00	\$	2,028.00
R42	End Section (Type 1) (30"x19") (RC)	2	Each	\$	1,288.00	\$	2,576.00	\$	1,500.00	\$	3,000.00	\$	1,420.00	\$	2,840.00	\$	1,591.34	\$	3,182.68	\$	2,059.00	\$	4,118.00
R43	Inlet (Type 2) (6'x4') (APWA)	18	Each	\$	4,976.00	\$	89,568.00	\$	4,200.00														

				Engineer's Estimate		Pyramid Contractors, Inc.		Emery Sapp & Sons		Miles Excavating, Inc.		Clarkson Construction Co.	
Item #	Description	Quantity	Unit	Unit Price		Unit Price		Unit Price		Unit Price		Unit Price	
R50	Electrical Lighting System	1	Lump Sum	\$ 5,854.00	\$ 5,854.00	\$ 305,000.00	\$ 305,000.00	\$ 255,600.00	\$ 255,600.00	\$ 308,425.32	\$ 308,425.32	\$ 300,000.00	\$ 300,000.00
R51	Traffic Control	1	Lump Sum	\$ 26,342.00	\$ 26,342.00	\$ 12,000.00	\$ 12,000.00	\$ 10,700.00	\$ 10,700.00	\$ 11,294.78	\$ 11,294.78	\$ 11,950.00	\$ 11,950.00
R52	Temporary Seeding (APWA)	1	Acre	\$ 5,854.00	\$ 5,854.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,055.59	\$ 1,055.59	\$ 1,000.00	\$ 1,000.00
R53	Permanent Seeding (APWA)	4	Acre	\$ 4,976.00	\$ 19,904.00	\$ 1,250.00	\$ 5,000.00	\$ 1,250.00	\$ 5,000.00	\$ 1,319.48	\$ 5,277.92	\$ 1,250.00	\$ 5,000.00
R54	Permanent Sodding (APWA)	2915	S.Y.	\$ 24.00	\$ 69,960.00	\$ 6.50	\$ 18,947.50	\$ 6.50	\$ 18,947.50	\$ 6.44	\$ 18,772.60	\$ 6.10	\$ 17,781.50
R55	Silt Fence (APWA)	9333	Lin. Ft.	\$ 5.00	\$ 46,665.00	\$ 1.25	\$ 11,666.25	\$ 2.00	\$ 18,666.00	\$ 1.32	\$ 12,319.56	\$ 1.25	\$ 11,666.25
R56	Inlet Protection (APWA)	22	Each	\$ 293.00	\$ 6,446.00	\$ 55.00	\$ 1,210.00	\$ 75.00	\$ 1,650.00	\$ 58.05	\$ 1,277.10	\$ 55.00	\$ 1,210.00
R57	Construction Entrance (APWA)	3	Each	\$ 879.00	\$ 2,637.00	\$ 2,150.00	\$ 6,450.00	\$ 1,150.00	\$ 3,450.00	\$ 3,210.25	\$ 9,630.75	\$ 3,000.00	\$ 9,000.00
R58	Ditch Checks (Rock) (APWA)	10	Each	\$ 293.00	\$ 2,930.00	\$ 200.00	\$ 2,000.00	\$ 575.00	\$ 5,750.00	\$ 532.17	\$ 5,321.70	\$ 200.00	\$ 2,000.00
R59	Erosion Control Blanket (Class 1 - Type C) (APWA)	5611	Sq. Yds.	\$ 5.00	\$ 28,055.00	\$ 1.50	\$ 8,416.50	\$ 2.00	\$ 11,222.00	\$ 1.58	\$ 8,865.38	\$ 1.50	\$ 8,416.50
R60	Temporary Surfacing Material (Aggregate)	447	C.Y.	\$ 41.00	\$ 18,327.00	\$ 45.00	\$ 20,115.00	\$ 32.00	\$ 14,304.00	\$ 46.09	\$ 20,602.23	\$ 64.00	\$ 28,608.00
R61	Steel Pipe Fence	1	Lump Sum	\$ 17,562.00	\$ 17,562.00	\$ 22,000.00	\$ 22,000.00	\$ 19,000.00	\$ 19,000.00	\$ 20,056.15	\$ 20,056.15	\$ 19,000.00	\$ 19,000.00
R62	Contractor Construction Staking	1	Lump Sum	\$ 35,123.00	\$ 35,123.00	\$ 20,000.00	\$ 20,000.00	\$ 43,125.00	\$ 43,125.00	\$ 23,222.91	\$ 23,222.91	\$ 23,500.00	\$ 23,500.00
R63	End Section (Type 1) (30") (RC)	1	Each	\$ 1,493.00	\$ 1,493.00	\$ 1,800.00	\$ 1,800.00	\$ 1,570.00	\$ 1,570.00	\$ 1,730.68	\$ 1,730.68	\$ 1,956.00	\$ 1,956.00
R64	Inlet (Type 1) (4'x4') (APWA)	1	Each	\$ 4,683.00	\$ 4,683.00	\$ 4,250.00	\$ 4,250.00	\$ 4,545.00	\$ 4,545.00	\$ 4,912.19	\$ 4,912.19	\$ 3,859.00	\$ 3,859.00
Base Bid (Road) Total =				\$ 4,548,344.00		\$ 2,864,223.10		\$ 3,078,480.00		\$ 2,962,445.87		\$ 3,449,445.78	
Base Bid (Bridge)													
B1	Class I Excavation	471.4	Cu. Yds.	\$ 53.00	\$ 24,984.20	\$ 46.00	\$ 21,684.40	\$ 10.00	\$ 4,714.00	\$ 28.35	\$ 13,364.19	\$ 39.00	\$ 18,384.60
B2	Concrete (Grade 4.0)(AE)(SA)	1324.1	Cu. Yds.	\$ 1,171.00	\$ 1,550,521.10	\$ 760.00	\$ 1,006,316.00	\$ 740.00	\$ 979,834.00	\$ 873.83	\$ 1,157,038.30	\$ 731.00	\$ 967,917.10
B3	Concrete (Grade 4.0)(AE)	390.8	Cu. Yds.	\$ 820.00	\$ 320,456.00	\$ 525.00	\$ 205,170.00	\$ 540.00	\$ 211,032.00	\$ 1,184.31	\$ 462,828.35	\$ 624.00	\$ 243,859.20
B4	Reinforcing Steel (Grade 60)(Epoxy Coated)	412754	Lbs.	\$ 2.00	\$ 825,508.00	\$ 1.25	\$ 515,942.50	\$ 1.00	\$ 412,754.00	\$ 1.34	\$ 553,090.36	\$ 1.31	\$ 540,707.74
B5	Reinforcing Steel (Grade 60)	65885	Lbs.	\$ 2.00	\$ 131,770.00	\$ 1.30	\$ 85,650.50	\$ 1.40	\$ 92,239.00	\$ 1.51	\$ 99,486.35	\$ 1.45	\$ 95,533.25
B6	Prestressed Concrete Beams (NU63)	3252	Lin. Ft.	\$ 328.00	\$ 1,066,656.00	\$ 355.00	\$ 1,154,460.00	\$ 352.00	\$ 1,144,704.00	\$ 342.77	\$ 1,114,688.04	\$ 379.00	\$ 1,232,508.00
B7	Piles (Steel)(HP14x89)	468	Lin. Ft.	\$ 100.00	\$ 46,800.00	\$ 101.00	\$ 47,268.00	\$ 77.00	\$ 36,036.00	\$ 96.64	\$ 45,227.52	\$ 91.00	\$ 42,588.00
B8	Pre-Drilled Pile Holes	351	Lin. Ft.	\$ 176.00	\$ 61,776.00	\$ 60.00	\$ 21,060.00	\$ 132.00	\$ 46,332.00	\$ 104.54	\$ 36,693.54	\$ 75.00	\$ 26,325.00
B9	Bridge Backwall Protection System	160.3	Sq. Yds.	\$ 59.00	\$ 9,457.70	\$ 45.00	\$ 7,213.50	\$ 30.00	\$ 4,809.00	\$ 84.34	\$ 13,519.70	\$ 33.00	\$ 5,289.90
B10	Abutment Aggregate Drain	301.8	Cu. Yds.	\$ 217.00	\$ 65,490.60	\$ 175.00	\$ 52,815.00	\$ 145.00	\$ 43,761.00	\$ 92.78	\$ 28,001.00	\$ 95.00	\$ 28,671.00
B11	Slope Protrection (Rip Rap Stone)	1375	Cu. Yds.	\$ 100.00	\$ 137,500.00	\$ 75.00	\$ 103,125.00	\$ 75.00	\$ 103,125.00	\$ 108.52	\$ 149,215.00	\$ 67.00	\$ 92,125.00
B12	Cast Steel Pile Points	18	Each	\$ 176.00	\$ 3,168.00	\$ 175.00	\$ 3,150.00	\$ 127.00	\$ 2,286.00	\$ 121.39	\$ 2,185.02	\$ 133.00	\$ 2,394.00
B13	Drilled Shaft (60")(Cased)	206	Lin. Ft.	\$ 1,405.00	\$ 289,430.00	\$ 975.00	\$ 200,850.00	\$ 1,090.00	\$ 224,540.00	\$ 573.31	\$ 118,101.86	\$ 930.00	\$ 191,580.00
B14	Sonic Test (Drilled Shaft)(Set Price)	1	Each	\$ 1,800.00	\$ 1,800.00	\$ 1,800.00	\$ 1,800.00	\$ 1,800.00	\$ 1,800.00	\$ 1,800.00	\$ 1,800.00	\$ 1,800.00	\$ 1,800.00
B15	Core Hole (Investigative)	97	Lin. Ft.	\$ 82.00	\$ 7,954.00	\$ 60.00	\$ 5,820.00	\$ 71.00	\$ 6,887.00	\$ 53.83	\$ 5,221.51	\$ 51.00	\$ 4,947.00
B16	Removal of Existing Structure	1	Lump Sum	\$ 29,269.00	\$ 29,269.00	\$ 15,000.00	\$ 15,000.00	\$ 18,630.00	\$ 18,630.00	\$ 11,156.01	\$ 11,156.01	\$ 15,000.00	\$ 15,000.00
B17	Multi-Layer Polymer Concrete Overlay	3388	Sq. Yds.	\$ 53.00	\$ 179,564.00	\$ 43.00	\$ 145,684.00	\$ 46.00	\$ 155,848.00	\$ 43.14	\$ 146,158.32	\$ 38.75	\$ 131,285.00
B18	Pedestrian Fence (78")	220	Lin. Ft.	\$ 164.00	\$ 36,080.00	\$ 285.00	\$ 62,700.00	\$ 260.00	\$ 57,200.00	\$ 274.45	\$ 60,379.00	\$ 260.00	\$ 57,200.00
B19	Pedestrian Fence (30")	875	Lin. Ft.	\$ 118.00	\$ 103,250.00	\$ 165.00	\$ 144,375.00	\$ 158.00	\$ 138,250.00	\$ 166.78	\$ 145,932.50	\$ 158.00	\$ 138,250.00
B20	Handrail	2190	Lin. Ft.	\$ 59.00	\$ 129,210.00	\$ 50.00	\$ 109,500.00	\$ 48.50	\$ 106,215.00	\$ 51.19	\$ 112,106.10	\$ 48.50	\$ 106,215.00
B21	Concrete Pavement (10" Uniform)(AE)(Bridge Approach)	421.6	Sq. Yds.	\$ 223.00	\$ 94,016.80	\$ 205.00	\$ 86,428.00	\$ 190.00	\$ 80,104.00	\$ 178.44	\$ 75,230.30	\$ 164.80	\$ 69,479.68
B22	Bridge Approach Slab Footing	68	Cu. Yds.	\$ 381.00	\$ 25,908.00	\$ 245.00	\$ 16,660.00	\$ 265.00	\$ 18,020.00	\$ 371.21	\$ 25,242.28	\$ 272.70	\$ 18,543.60
B23	Railroad Protection	1	Lump Sum	\$ 117,075.00	\$ 117,075.00	\$ 145,000.00	\$ 145,000.00	\$ 278,200.00	\$ 278,200.00	\$ 95,002.81	\$ 95,002.81	\$ 40,000.00	\$ 40,000.00
Base Bid (Bridge) Total =				\$ 5,257,644.40		\$ 4,157,671.90		\$ 4,167,320.00		\$ 4,471,668.07		\$ 4,070,603.07	
Base Bid Total =				\$ 9,805,988.40		\$ 7,021,895.00		\$ 7,245,800.00		\$ 7,434,113.94		\$ 7,520,048.85	

## City Council Action Item

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**Council Meeting Date:** February 11, 2021

**Department:** Public Works

### **Agenda Item: Consider Agreement With BG Consultants For The Design Of 8<sup>th</sup> St. and Braun St. Intersection Improvements**

**Background/Description of Item:**

On March 8, 2018 City Council approved the Downtown Edgerton Plan. The Plan included recommendations for the truck traffic routing through town in the near term, mid-term, and long-term. Items listed in the mid-term included the 207<sup>th</sup> Grade Separation Project and in the long-term, improvements to the intersection of 8<sup>th</sup> Street and Braun Street. An excerpt from that plan is attached.

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

This year, the construction for 207<sup>th</sup> Grade Separation will be completed. This project will likely increase the traffic that utilizes the intersection of 8<sup>th</sup> Street and Braun Street, exacerbating the problem in the area. With the economy of scale of the project, there is an opportunity to have construction within the same timeframe. The construction portion of this project came in below budget which provides available funding for this project. The agreement is for the amount of \$24,500, coming from the Public Infrastructure Funds allocated to the 207<sup>th</sup> Street Grade Separation Project.

If approved, staff anticipates beginning the design of the project immediately with construction to be completed in 2021/2022.

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

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**Funding Source:** Public Infrastructure Fund

**Budget Allocated:** N/A

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

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<b>Recommendation: Approve Agreement With BG Consultants For The Design Of 8<sup>th</sup> St. and Braun St. Intersection Improvements</b>
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**Enclosed:** Proposed Agreement with BG Consultants  
Excerpt from Downtown Edgerton Plan

**Prepared by:** Dan Merkh, Public Works Director



## AGREEMENT CONSULTANT-CLIENT

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

WITNESSETH:

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

8 <sup>th</sup> and Braun Intersection Improvements
_____
Edgerton, Kansas
_____
_____

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

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

### SECTION 1 – DEFINITIONS

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

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

- 1.7 “Consulting Services” or “Engineering Services” or “Architectural Services” or “Survey Services” means the professional services, labor, materials, supplies, testing and other acts or duties required of the CONSULTANT under this Agreement, together with Additional Services as CLIENT may request and evidenced by a supplemental agreement pursuant to the terms of this Agreement.
- 1.8 “Services” is a description of the required work as shown in **Exhibit 1**.
- 1.9 “Subsurface Borings and Testing” means borings, probings and subsurface explorations, laboratory tests and inspection of samples, materials and equipment; and appropriate professional interpretations of all the foregoing.

## SECTION 2 – RESPONSIBILITIES OF CONSULTANT

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

### 2.2 GENERAL DUTIES AND RESPONSIBILITIES

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

Name:	David Hamby, P.E., CFM
Address:	1405 Wakarusa Drive
	Lawrence, KS 66049
Phone:	785-749-4474

- 2.2.2. **Standard of Care:** In the performance of professional Services, CONSULTANT will use that level of care and skill ordinarily exercised by reputable members of CONSULTANT’s profession currently practicing in the same locality under similar conditions. No other representation, guarantee or warranty, express or implied, is included or intended in this agreement or in any communication (oral or written) report, opinion, document or instrument of service.
- 2.2.3. **Independent Contractor:** The CONSULTANT is an independent contractor and as such is not an employee of the Client.
- 2.2.4. **Insurance:** CONSULTANT will maintain: a) workers compensation insurance in an amount at least equal to that required by applicable law; (b) comprehensive general liability insurance in the amount of at least \$1,000,000.00; (c) automobile liability insurance in the amount of at least \$1,000,000.00; and (d) professional liability insurance in the amount of at least \$1,000,000.00. Such insurance will be with insurance carriers that are acceptable to the CLIENT and the policies evidencing such insurance will be in a form acceptable to the CLIENT. The comprehensive general liability insurance policy will name CLIENT as an additional insured. CONSULTANT will provide certification evidencing the insurance coverages named above. CONSULTANT agrees to inform CLIENT at least 30 days in advance of any termination or expiration of any of its insurance policies named above.
- 2.2.5. **Subsurface Borings and Material Testing:** If tests additional to those provided in Exhibit 1 are necessary for design, the CONSULTANT shall prepare a request for the necessary additional borings and procure at least two proposals, including cost, from Geotechnical firms



who engage in providing Subsurface Borings and Testing Services. The CONSULTANT will provide this information to the Client and the Client will contract directly with the Geotechnical firm. The CONSULTANT will not charge an add-on percentage for the Geotechnical firm's work. The Client will pay the Geotechnical firm separately from this Agreement.

- 2.2.6. **Service by and Payment to Others:** Any work authorized in writing by the Client and performed by a third party, other than the CONSULTANT or their subconsultants in connection with the proposed Project, shall be contracted for and paid for by the Client directly to the third party or parties. Fees for extra work shall be subject to negotiation between the CLIENT and the third party. Fees shall be approved by the CLIENT prior to the execution of any extra work. Although the CONSULTANT may assist the CLIENT in procuring such Services of third parties. Where any design services are provided by persons or entities not under CONSULTANT's direct control, CONSULTANT's role shall be limited to its evaluation of the general conformance with the design intent and the interface with CONSULTANT's design and portion of the project. Except to the extent it is actually aware of a deficiency, error, or omission in such design by others, CONSULTANT shall have no responsibility for such design and may rely upon its adequacy, accuracy, and completeness in all respects.
- 2.2.7. **Subcontracting of Service:** The CONSULTANT shall not subcontract or assign any of the architectural, engineering, surveying or consulting Services to be performed under this Agreement without first obtaining the approval of the Client regarding the Services to be subcontracted or assigned and the firm or person proposed to perform the Services. Neither the CLIENT nor the CONSULTANT shall assign any rights or duties under this Agreement without the prior consent of the other party.
- 2.2.8. **Endorsement:** The CONSULTANT shall sign and seal final plans, specifications, estimates and data furnished by the CONSULTANT according to Kansas Statutes and Rules and Regulations.
- 2.2.9. **Force Majeure:** Should performance of Services by CONSULTANT be affected by causes beyond its reasonable control, Force Majeure results. Force Majeure includes, but is not restricted to, acts of God; acts of a legislative, administrative or judicial entity; acts of contractors other than contractors engaged directly by CONSULTANT; fires; floods; labor disturbances; epidemics; and unusually severe weather. CONSULTANT will be granted a time extension and the parties will negotiate an equitable adjustment to the price of any affected Work Order, where appropriate, based upon the effect of the Force Majeure on performance by CONSULTANT.
- 2.2.10. **Inspection of Documents:** The CONSULTANT shall maintain Project records for inspection by the CLIENT during the contract period and for three (3) years from the date of final payment.

## **SECTION 3 – CLIENT RESPONSIBILITIES**

### **3.1 GENERAL DUTIES AND RESPONSIBILITIES**

- 3.1.1. **Communication:** The CLIENT shall provide to the Consultant information and criteria regarding the CLIENT's requirement for the Project; examine and respond in a timely manner to the Consultant's submissions and give notice to the Consultant whenever the CLIENT observes or otherwise becomes aware of any defect in the Services. The CLIENT represents that all information they provide is accurate. Our review and use of the information will be to

the standard of care and any delays or additional costs due to inaccurate information will be the responsibility of the CLIENT.

- 3.1.2. **Access:** The CLIENT will provide access agreements for the Consultant to enter public and private property when necessary.
- 3.1.3. **Duties:** The CLIENT shall furnish and perform the various duties and Services in all phases of the Project which are outlined and designated in Exhibit 1 as the CLIENT's responsibility.
- 3.1.4. **Program and Budget:** The CLIENT shall provide full information stating the CLIENT's objectives, schedule, budget with reasonable contingencies and necessary design criteria so that Consultant is able to fully understand the project requirements.
- 3.1.5. **Testing:** Any additional tests required to supplement the Scope of Services or tests required by law shall be furnished by the CLIENT.
- 3.1.6. **Legal, Insurance, Audit:** Except as otherwise set forth herein, the CLIENT shall furnish all legal, accounting and insurance counseling Services as may be necessary at any time for the Project. The CLIENT shall furnish all bond forms required for the Project.
- 3.1.7. **Project Representative:** The CLIENT will assign the person indicated below to represent the CLIENT in coordinating this Project with the CONSULTANT, with authority to transmit instructions and define policies and decisions of the CLIENT.

Name:	Dan Merkh
Address:	404 E. Nelson
	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 Lump Sum Fee according to **Exhibit 2** of this Agreement. The Lump Sum Fee for this project is a total of **\$24,500.00** Dollars plus reimbursable expenses as outlined in **Exhibit 2** and for the Scope of Services as shown in **Exhibit 1** of this Agreement. Payment of the Lump Sum Fee and reimbursables shall be made by the CLIENT according to the schedule and upon completion of work as shown in **Exhibit 2**. Other methods of compensation are allowed only after written approval by both parties to 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 and one-half (1½) percent per month.
- 4.1.2. **Hourly Rate:** Any Additional Services which are not set forth in this Agreement will be charged on the basis of BG Consultants, Inc. standard hourly rate schedule in effect at the time of services, unless stated otherwise in a properly executed addendum to this contract for Additional Services. No Additional Services or costs shall be incurred without proper written authorization of the CLIENT.
- 4.1.3. **Annual Rate Adjustment:** The payment amounts listed in this Agreement are based on the work being performed within one year of the contract date. Because of natural time delays that may be encountered in the administration and work to be performed for the project, each



value will be increased at the rate of 3%, compounded annually, beginning after one year from the date of the contract and ending when that item is approved for billing.

- 4.1.4. **Reimbursable Expenses:** An estimate of reimbursable expenses plus ten (10) percent shall be included in the total estimate of cost for this project and as shown in **Exhibit 2**. Total estimated cost is calculated as Lump Sum plus reimbursable expenses plus ten (10) percent. Reimbursable expenses include, but are not limited to, expenses of transportation in connection with the Project; expenses in connection with authorized out-of-town travel; expenses of printing and reproductions; postage; expenses of renderings and models requested by the CLIENT and other costs as authorized by the CLIENT. Reimbursable expenses will not include overhead costs or additional insurance premiums.
- 4.1.5. **Sales Tax:** Compensation as provided for herein is exclusive of any sales, use or similar tax imposed by taxing jurisdictions on any amount of compensation, fees or Services. Should such taxes be imposed, the CLIENT shall reimburse the CONSULTANT in addition to the contractual amounts provided. The CLIENT shall provide tax exempt number, if required, and if requested by the CONSULTANT.
- 4.1.6. **Billing:** CONSULTANT shall bill the CLIENT monthly for services and reimbursable expenses according to **Exhibit 2**. The bill submitted by CONSULTANT shall state the services and reimbursable expenses for which payment is requested, notwithstanding any claim for interest or penalty claimed in a CONSULTANT's invoice. The CLIENT agrees to pay within thirty (30) days of billing by the CONSULTANT and any late payment will incur an interest charge of one and one-half (1½) percent per month.
- 4.1.7. **Timing of Services:** CONSULTANT will perform the Services according to Exhibit 2. However, if during their performance, for reasons beyond the control of the CONSULTANT, delays occur, the parties agree that they will negotiate in writing an equitable adjustment of time and compensation, taking in to consideration the impact of such delays. CONSULTANT will endeavor to start its services on the anticipated start date and continue to endeavor to complete its services according to the schedule indicated in Exhibit 2. The start date, completion date and any milestone for project delivery are approximate only and CONSULTANT reserves the right to adjust its schedule and all of those dates at its sole discretion for delays caused by the CLIENT, Owner or third parties.
- 4.1.8. **Change in Scope:** For modifications in authorized scope of services or project scope and/or modifications of drawings and/or specifications previously accepted by the CLIENT, when requested by the CLIENT and through no fault of the CONSULTANT, the CONSULTANT shall be compensated for time and expense required to incorporate such modifications at CONSULTANT's standard hourly rates. Provided, however, that any increase in contract price or contract time must be requested by the CONSULTANT and must be approved through a written supplemental agreement prior to performing such services. CONSULTANT shall correct or revise errors or deficiencies in its designs, drawings or specifications without additional compensation when due to CONSULTANT's negligence, error or omission.
- 4.1.9. **Additional Services:** The CONSULTANT shall provide, with the CLIENT's concurrence, Services in addition to those listed in Exhibit 1 when such Services are requested in writing by the CLIENT. Prior to providing Additional Services, the CONSULTANT will submit a proposal outlining the Additional Services to be provided, and an hourly or lump sum fee adjustment. Payment to the CONSULTANT, as compensation for these Additional Services, shall be in accordance with the mutually agreed adjustment to the CONSULTANT's fee. Reimbursable expenses incurred in conjunction with Additional Services shall be paid separately and those reimbursable expenses shall be paid at cost plus ten (10) percent.

Records of reimbursable expenses and expenses pertaining to Additional Services and Services performed on an hourly basis shall be made available to the CLIENT if so requested in writing.

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

## SECTION 5 – MUTUAL PROVISIONS

### 5.1 TERMINATION

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

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

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

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

### 5.2 DISPUTE RESOLUTION

- 5.2.1. If a claim, dispute or controversy arises out of or relates to the interpretation, application, enforcement or performance of Services under this Agreement, CONSULTANT and CLIENT agree first to try in good faith to settle the dispute by negotiations between senior management of CONSULTANT and CLIENT. If such negotiations are unsuccessful, CONSULTANT and CLIENT agree to attempt to settle the dispute by good faith mediation. If the dispute cannot

be settled through mediation, and unless otherwise mutually agreed, the dispute shall be settled by litigation in an appropriate court in Kansas. Except as otherwise provided herein, each party shall be responsible for its own legal costs and attorneys' fees.

### 5.3 OWNERSHIP OF INSTRUMENTS OF SERVICE

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

### 5.4 INDEMNIFY AND HOLD HARMLESS

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

### 5.5 ENTIRE AGREEMENT

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

### 5.6 APPLICABLE LAW

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

### 5.7 ASSIGNMENT OF AGREEMENT

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

5.8 NO THIRD PARTY BENEFICIARIES

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

5.9 LIMITATION OF LIABILITY

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

5.10 COMPLIANCE WITH LAWS

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

5.11 TITLES, SUBHEADS AND CAPITALIZATION

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

5.12 SEVERABILITY CLAUSE

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

5.13 FIELD REPRESENTATION

- 5.13.1. Unless otherwise expressly agreed to in writing, CONSULTANT shall not be responsible for the safety or direction of the means and methods at the contractor's project site or their

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

5.14 HAZARDOUS MATERIALS

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

5.15 AFFIRMATIVE ACTION

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

5.16 SPECIAL PROVISIONS

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

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

**CONSULTANT:**

**CLIENT:**

**BG Consultants, Inc.**

**City of Edgerton, Kansas**

By:

  
\_\_\_\_\_

By:

\_\_\_\_\_

Printed Name:

David J. Hamby, P.E., CFM

Printed Name:

\_\_\_\_\_

Title:

Vice President

Title:

\_\_\_\_\_

END OF CONSULTANT-CLIENT AGREEMENT

## **EXHIBIT 1**

### **SCOPE OF SERVICES**

The Scope of Services described in this Exhibit 1 is for the engineering design of transportation improvements for the reconstruction of the 8<sup>th</sup> and Braun intersection in Edgerton, Kansas, hereinafter referred to as “PROJECT”. The PROJECT generally includes the replacement of asphalt pavement with concrete pavement at the intersection and including the approaches back to approximately 90 feet away from the street centerlines. The intersection geometry will be established to increase the area available for truck turning movements.

#### **i. DESIGN PHASE SERVICES**

CONSULTANT will provide the following Design Phase Services.

1. Receive any available information from CLIENT applicable to the PROJECT.
2. CONSULTANT will perform design of the PROJECT to prepare construction plans and project special provisions referencing the most current edition of the following design guides and specifications:
  - a. A Policy on Geometric Design of Highways and Streets, 6<sup>th</sup> Edition published by AASHTO.
  - b. Manual on Uniform Traffic Control Devices (MUTCD) published by the Federal Highway Admin.
  - c. Standard Specifications for State Road and Bridge Construction, 2015 Edition and applicable Special Provisions prepared by KDOT.
3. Perform a topographical survey of the PROJECT location.
4. Receive information from utility companies having facilities within the PROJECT limits. CONSULTANT will contact ONE CALL to request utility companies locate existing utility infrastructure within the area to be surveyed. Existing utilities that are marked at the time of the topographic survey may be included in the topographic survey.
5. Perform engineering design of transportation infrastructure improvements. CONSULTANT and CLIENT anticipate the transportation infrastructure will primarily include the following:
  - a. Horizontal and vertical alignment.
  - b. Typical pavement section(s) and patching details.
  - c. Storm sewer improvements.
  - d. Intersection details.
  - e. Pavement marking and permanent signing improvements.
  - f. Cross sections.
6. Pavement design is not included. CLIENT will provide desired pavement cross section details to the CONSULTANT.
7. Prepare a Storm Water Pollution Prevention Plan (SWPPP).
8. Prepare a Permanent Seeding Plan.
9. Perform traffic engineering design for permanent signing and pavement marking improvements. Design of traffic signal infrastructure is not included.

10. Prepare a temporary traffic control plan to be used during construction of the PROJECT. Temporary traffic control plan will conform to the KDOT Traffic Engineering standards and the MUTCD.
11. Prepare construction plans on 24"x36" sheets. Construction Plans will be prepared to Concept Check, Preliminary Check, and Final Check stages. Each stage will be reviewed by CLIENT and CONSULTANT will address CLIENT's review comments.
12. Assist the CLIENT with compiling a list of known utilities in the PROJECT limits and summarizing utility adjustment coordination for CLIENT records. Provide one set of construction plans to each utility owner having facilities located within the PROJECT limits.
13. Prepare project special provisions for improvements included in the PROJECT which are not specified in the KDOT Standard Specifications.
14. Prepare a Project Manual containing bidding documents, construction contract documents, and technical specifications.
15. Prepare an opinion of probable construction costs at the Concept Design, Preliminary Check and Final Check project development stages.
16. Prepare the permit application and applicable exhibits for known permits required for construction. CONSULTANT will deliver permit application(s) to CLIENT for CLIENT to submit for approval. Permit application fees will be the CLIENT's responsibility. CONSULTANT and CLIENT anticipate the following permits will be needed.
  - i. KDHE NOI Permit.
17. CLIENT and CONSULTANT anticipate up to four (4) meetings to discuss PROJECT.
18. Applying for and obtaining a Section 404 Permit from the U.S. Army Corps of Engineers is not anticipated or included in this scope of services.
19. Environmental Assessment or Environmental Impact Statement services concerning the National Environmental Policy Act are specifically excluded from this AGREEMENT. The CONSULTANT does not anticipate these services will be necessary for the PROJECT. Should the need for such services arise, the CONSULTANT can provide these services by supplemental agreement.
20. Geotechnical engineering services are not included within this scope of services. CONSULTANT will assist CLIENT in soliciting proposals for services from geotechnical engineering companies (if desired by CLIENT). CLIENT will contract directly with a qualified geotechnical engineering firm to provide geotechnical services.

## **ii. PROPERTY ACQUISITION PHASE SERVICES**

CONSULTANT will provide the following Property Acquisition Phase Services.

1. CONSULTANT will prepare property descriptions of PROJECT easements on up to four (4) private properties abutting the PROJECT.
2. Surveying of PROJECT easements is not included.

## **iii. BID PHASE SERVICES**

CONSULTANT will provide the following Bid Phase Services.

1. Assist CLIENT with advertising the PROJECT to Construction Contractors.

2. Address questions from prospective bidders regarding the PROJECT bid documents.
  3. If necessary, issue addenda prior to the bid opening.
  4. Review bids and provide a recommendation to CLIENT regarding awarding the construction contract.
- iv. **CONSTRUCTION PHASE SERVICES** – Construction Phase Services are not included but can be added by Supplemental Agreement.

**END OF EXHIBIT 1**



## **EXHIBIT 2**

### **COST AND SCHEDULE**

#### **A. ENGINEERING FEE**

1. CONSULTANT will provide services in Exhibit 1 for a lump sum fee of **twenty-four thousand five hundred and NO/100 dollars (\$24,500.00)** which includes transportation expenses in connection with the PROJECT. CLIENT will be invoiced for services in Exhibit 1 in accordance with Section 4 of this AGREEMENT. Monthly invoicing will be based on the percentage of the scope of services performed.
2. Reimbursable expenses not included in the Engineering Fee above may include, but are not limited to, expenses such as the purchase of title reports, maps, expenses of printing and reproductions, expenses to obtain copies of deeds, plots, plats, prints, plans, or other direct costs incurred by CONSULTANT. CONSULTANT and CLIENT agree to a reimbursable expenses allowance of **eight hundred and NO/100 dollars (\$800.00)**.

#### **B. ESTIMATED PROJECT SCHEDULE**

1. CONSULTANT will perform services in an effort to meet CLIENT scheduling goals. The estimated project schedule is for a bid opening date of June 15, 2021 with construction starting in July of 2021 provided Notice to Proceed is received by January 15, 2021.

**END OF EXHIBIT 2**

**EXHIBIT 3**  
**SPECIAL PROVISIONS**

None.

## MOBILITY AND CONNECTIVITY

Key issues identified by the planning team regarding mobility and connectivity are as follows:

- Heavy truck traffic generated from the LPKC and Edgerton Quarry is currently routed through Downtown and presents challenges, in particular at the intersection of 4th and Nelson St.
- The BNSF Kansas City Intermodal Facility (KCIMF) and LPKC is anticipated to add more vehicles and trucks onto the surrounding road network.
- Big Bull Creek Park is expected to increase traffic. The anticipated additional traffic could present future challenges as well as opportunities.
- There is a lack of sidewalks located in the area directly south of Downtown.
- The existing railroad east of Downtown is very active and presents a major barrier and safety challenges for pedestrians and bicyclists seeking to access the recreational activities to the east of Downtown.

### MOBILITY AND CONNECTIVITY IMPROVEMENTS RECOMMENDATIONS

The following pages present the planning team's recommendations to address the mobility and connectivity issues stated above and support the community's goals and vision for Downtown.

## TRUCK ROUTING RECOMMENDATIONS

During the engagement phase a majority of residents expressed the desire to remove truck routing from Downtown streets. However, infrastructure challenges and funding limitations prevent an immediate solution for eliminating truck traffic from Downtown. The phased strategies for re-routing traffic out of Downtown are described below:

### NEAR-TERM STRATEGIES

- Route truck traffic along Nelson St. and 4th St.
- Remove truck route through center of downtown, on Nelson St. between 2nd St. and 4th St.
- Implement infrastructure and safety improvements to the Nelson and 4th Street intersection, that allows safer truck traffic until longer term strategies can be implemented.
- Funding available through Johnson Co. County Assistance Road System (CARS) program.

### MID-TERM STRATEGIES

- Route truck traffic along 207th street and 2nd street (co-op road)
- Remove truck route along Nelson street
- Improvements would be required to the 2nd Street and 207th Street intersection as part of grade separation project.
- Funding may be available through 207th Street Grade Separation project.

### LONG-TERM STRATEGIES

- Route truck traffic along 207th Street and Edgerton Rd.
- Does not eliminate trucks along 2nd street, this would still be required for access to the Co-Op.
- Improvements needed to 207th street and Edgerton road intersection, and to existing roadways in order to support added truck traffic.
- Strategy matches Johnson County Comprehensive Arterial Road Network. Plan (CARNP)
- No funding source.

In order to accommodate truck routing at the Nelson and 4th Street intersection in the near term, this plan recommends improvements to the intersection for the purpose of handling truck-turning movements. Improvements could include installing low bumps, utilizing street painting, or mountable curbs. The graphics below show near-term and long-term intersection improvements at 4th and Nelson.



An aerial photograph of a street corner. A black lamppost stands on the right side of the frame. The pavement is decorated with a pattern of blue and green dots. A white curb separates the decorated area from the rest of the street. The shadows of the lamppost and the curb are cast onto the pavement.

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## MID-TERM TRUCK ROUTING STRATEGY



## LONG-TERM TRUCK ROUTING STRATEGY



## City Council Action Item

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**Council Meeting Date:** January 27, 2021

**Department:** Community Development

**Agenda Item: Consider Ordinance No. 2060 Adopting the Planning Commission's Recommendation to Approve an Amendment to the Edgerton Unified Development Code to Include Article 5 Section 5.2(H) and Repealing All Ordinances or Parts of Ordinances in Conflict Therewith.**

**Background/Description of Item:**

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

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

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

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

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

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

On January 12, 2021, the Planning Commission held a public hearing to discuss amending the UDC related to above ground fuel tanks. During the public hearing, an opportunity for the public to provide input was given. No public comments were provided.

Upon conclusion of the public hearing, the Planning Commission voted 3-1 to recommended adoption of this change to the Governing Body. The City Attorney has reviewed and approved the UDC change (in red) and Ordinance included in the attachment.

**Related Ordinance(s) or Statue(s):** City of Edgerton Ordinance 758

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**Funding Source:** N/A

**Budget Allocated:** N/A

**Finance Director Approval:** N/A

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**Recommendation: Approval of Ordinance No. 2060 Adopting the Planning Commission's Recommendation to Approve an Amendment to the Edgerton Unified Development Code to Include Article 5 Section 5.2(H) and Repealing All Ordinances or Parts of Ordinances in Conflict Therewith.**

**Enclosed:** Revised page of *Article 5 – Sections 5.2(H)*  
Planning Commission Staff Report – January 12, 2021  
Draft Minutes of January 12, 2021 Planning Commission Meeting  
Ordinance 2060

**Prepared by:** Katy Crow, Development Services Director

#### **H. District Regulations.**

1. All buildings with a metal exterior shall provide a façade material composed of brick, glass, stone, wood, or a combination of these materials that extends to three walls of the building unless modified by the City.
2. All operations, other than limited storage of motorized machinery and equipment, materials, products or equipment, shall be conducted within a fully enclosed building.
3. All storage of motorized machinery and equipment, materials, products or equipment shall be within a fully enclosed building, or in a storage area or yard. Said storage shall be limited to twenty percent (20%) of the ground floor area of the building or tenant space. All storage materials shall be one hundred (100) percent screened from public view, except when adjacent to another storage area, which is one hundred (100) percent screened from public view. For the purposes of this section, the phrase "screened from public view" means not visible at eye level from adjoining properties or any street right-of-way. Use of landscaping materials is encouraged in lieu of privacy fencing. All storage areas shall be paved or surfaced.
4. Any exterior fuel tank(s) must be located below ground. All below ground fuel tanks must meet, at a minimum, International Building Code (IBC), International Fire Code (IFC), and Kansas Department of Health and Environment (KDHE) requirements. Below ground fuel tanks must be shown on Final Site Plans and must meet the appropriate code requisite building line and property line setbacks. Below ground tanks may only be installed once Final Site Plan approval has been received and a building permit has been issued. This section applies to all fuel tanks installed after January 1, 2021. Any above ground fuel tanks installed prior January 1, 2021 which are moved, repaired or replaced, must be located underground and must comply with this section.



## STAFF UPDATE

Date: January 12, 2021  
To: Edgerton Planning Commission  
From: Chris Clinton, Planning and Zoning Coordinator  
Re: Application UDCA2020-01 – Revisions to Article 5 – *Industrial Zoning Districts* – Hold a public hearing to consider public comments regarding proposed amendments to the Unified Development Code

## BACKGROUND INFORMATION

The City of Edgerton's Uniform Development Code (UDC) was adopted for the purpose of encouraging the most appropriate use of land and to ensure the logical and compatible growth of various districts within the City. The UDC is intended to implement the planning goals and policies contained in the Comprehensive Plan as well as other planning documents and policies set by the Planning Commission and City Council.

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

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

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

City Staff requests the Planning Commission review the enclosed proposed amendment to the district regulations for Logistics Park (L-P) zoned parcels. In keeping with the spirit and intent of the zoning designation description, this amendment would require any fuel tanks to be buried underground. This would help retain the clean look and feel of these sites and would contribute to the overall safety of having an onsite fuel tank. Tanks installed below ground would require identification on either the Final Site Plan or a Revised Final Site Plan if installed after initial Site

Plan approval. Installation of any below ground fuel tanks would require adherence to all applicable building codes and all plans would be reviewed for code compliance.

City Staff is requesting that the public hearing be opened, any public comment be accepted, and the hearing closed. With recommendation from the Planning Commission, the final form of the amended Article will go to the Governing Body for approval and adoption. The City Attorney has reviewed and approved the code revision before you. Any changes made to this version will be reviewed by the City Attorney prior to being provided to the Governing Body for adoption.

## **EXCERPT FROM DRAFT MINUTES**

### **EDGERTON CITY HALL PLANNING COMMISSION MEETING REGULAR SESSION January 12, 2021**

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

All present participated in the Pledge of Allegiance.

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

The Planning and Zoning Coordinator announced a quorum was present.

### **PUBLIC HEARING – UNIFIED DEVELOPMENT CODE AMENDMENTS – APPLICATION UDCA2020-01**

Chairperson Daley introduced the item and opened the public hearing.

Ms. Crow stated the City of Edgerton's Unified Development Code (UDC) was adopted for the purpose of encouraging the most appropriate use of land and to ensure the logical and compatible growth of various districts within the City. The UDC is intended to implement the planning goals and policies contained in the Comprehensive Plan as well as other planning documents and policies set by the Commission and City Council. She said to date, the City has received 3 requests from Logistics Park Kansas City (LPKC) tenants to place above ground fuel tanks on their sites. 2 of the requests were made after the initial Final Site Plan was approved by the Commission. As noted in UDC Article 10 – *Site Plans and Design Standards*, these changes were considered significant modifications which required review and approval by the Commission. As part of the approval process, it was stipulated that the equipment be fully screened from the view of all adjacent parcels and any public right of way.

Ms. Crow said due to City Staff having multiple requests for the same type of Site Plan Amendment, City Staff has evaluated the UDC to see how above ground tanks should be addressed. Within the City of Edgerton, a Logistics Park (L-P) zoning designation specifically states that limitations are placed on the uses in this district to significantly restrict the outside activities and outside storage of materials, noise, vibration, smoke, pollution, fire and explosive hazards, glare, and other potentially adverse influences. This zone is intended for industrial parks and larger, cleaner types of industries and any manufacturing uses should be conducted within a totally enclosed building. She explained while the above ground fuel tanks that have been approved by the Commission process have been screened from view, the presence of this type of equipment, even with screening, detracts from the overall aesthetics of parcels in LPKC.

In addition, above ground tanks can become a safety hazard if not properly maintained.

Ms. Crow explained City Staff requests the Commission review the provided amendment to the district regulations for L-P zoned parcels. In keeping with the spirit and intent of the zoning designation description, the amendment would require any fuel tanks to be buried underground. This would help retain the clean look and feel of these sites and would contribute to the overall safety of having an onsite fuel tank. She said tanks installed below ground would require identification on either the Final Site Plan or a Revised Final Site Plan if installed after the initial Site Plan approval. Installation of any below ground fuel tanks would require adherence to all applicable building codes and all plans would be reviewed for code compliance.

Ms. Crow read the amendment. The additional regulation reads, "Any exterior fuel tank(s) must be located below ground. All below ground fuel tanks must meet, at a minimum, International Building Code (IBC), International Fire Code (IFC), and Kansas Department of Health and Environment (KDHE) requirements. Below ground fuel tanks must be shown on Final Site Plans and must meet the appropriate code requisite building line and property line setbacks. Below ground tanks may only be installed once Final Site Plan approval has been received and a building permit has been issued. This section applies to all fuel tanks installed after January 1, 2021. Any above ground fuel tanks installed prior January 1, 2021 which are moved, repaired or replaced, must be located underground and must comply with this section."

Ms. Crow stated the amendment has been reviewed and approved by the City Attorney and any changes made to the provided version will be reviewed by the City Attorney prior being presented to the Governing Body for adoption.

Chairperson Daley asked if the fuel tank would be underground and not required to be screened. Ms. Crow stated that is correct.

Commissioner Crooks asked what the benefit is of the tank being below ground. Ms. Crow replied an above ground tank distracts from the aesthetics of LPKC. Other equipment is not allowed to be exterior and thus requires screening and the tank being underground is safer than installed above ground. She stated requests have come forward for this equipment, so City Staff wanted to call out fuel tanks specifically to maintain the aesthetics and safety of LPKC.

Chairperson Daley inquired if there was any written testimony received by City Staff. Mr. Clinton answered there was not.

Chairperson Daley asked if there was anybody from the public who wished to address the Commission regarding the proposed amendment. No public comment was heard at this time. Chairperson Daley closed the public hearing.

Commissioner Lebakken motioned to recommend approval Application UDCA2020-01 which contains UDC Amendments to Article 5, Section 5.2 – *L-P Logistics Park District* of the UDC of the City of Edgerton. Commissioner Berger seconded the motion. Application UDCA2020-01 was recommended for approval, 3-1, with Commissioner Crooks voting nay.

Chairperson Daley stated the amendment will go before the Governing Body on February 11, 2021.

## **ORDINANCE NO. 2060**

### **AN ORDINANCE ADOPTING THE PLANNING COMMISSION'S RECOMMENDATION TO APPROVE AN AMENDMENT TO THE CITY OF EDGERTON UNIFIED DEVELOPMENT CODE ARTICLE 5 – SECTION 5.2(H) AND REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT THEREWITH.**

WHEREAS, on January 12, 2021 the City of Edgerton Planning Commission met, held a public hearing, and reviewed proposed updates to the City of Edgerton Unified Development Code. More specifically it considered revisions to Article 5 – *Industrial Zoning Districts, Section 5.2 L-P Logistics Park District, Section 5.2(H)*; and

WHEREAS, at that meeting the Edgerton Planning Commission voted to approve an amendment to the City of Edgerton Unified Development Code Section 5.2(H) to include an additional section regarding exterior fuel tanks and has recommended to the City Council approval of the same; and

WHEREAS, the City Governing Body, upon recommendation of the Planning Commission, and after reviewing the proposed amendments to the City of Edgerton Unified Development Code, finds that the amendments to the City of Edgerton Unified Development Code should be approved.

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

**Section 1.** That Article 5 *Industrial Zoning Districts – Section 5.2(H)* of the City of Edgerton Unified Development Code is hereby approved by the Council to read as follows:

#### **H. District Regulations.**

1. All buildings with a metal exterior shall provide a façade material composed of brick, glass, stone, wood, or a combination of these materials that extends to three walls of the building unless modified by the City.
2. All operations, other than limited storage of motorized machinery and equipment, materials, products or equipment, shall be conducted within a fully enclosed building.
3. All storage of motorized machinery and equipment, materials, products or equipment shall be within a fully enclosed building, or in a storage area or yard. Said storage shall be limited to twenty percent (20%) of the ground floor area of the building or tenant space. All storage materials shall be one hundred (100) percent screened from public view, except when adjacent to another storage area, which is one hundred (100) percent screened from public view. For the purposes of this section, the phrase "screened from public view" means not visible at eye level from adjoining properties or any street right-of-way. Use of landscaping materials is encouraged in lieu of privacy fencing. All storage areas shall be paved or surfaced.
4. Any exterior fuel tank(s) must be located below ground. All below ground fuel tanks must meet, at a minimum, International Building Code (IBC), International

Fire Code (IFC), and Kansas Department of Health and Environment (KDHE) requirements. Below ground fuel tanks must be shown on Final Site Plans and must meet the appropriate code requisite building line and property line setbacks. Below ground tanks may only be installed once Final Site Plan approval has been received and a building permit has been issued. This section applies to all fuel tanks installed after January 1, 2021. Any above ground fuel tanks installed prior January 1, 2021 which are moved, repaired or replaced, must be located underground and must comply with this section.

**Section 2.** This ordinance shall take effect and be enforced from and after its publication once in the official city newspaper. All Zoning Regulations of the City of Edgerton, Kansas which are inconsistent or in conflict herewith are hereby repealed.

**Section 3.** A copy of the above amendment to Article 5 are available to the public at City Hall and on the website for the City of Edgerton.

PASSED by the Governing Body of the City of Edgerton, Kansas, and approved by the Mayor on the 28<sup>th</sup> day of January, 2021.

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DONALD ROBERTS, MAYOR

ATTEST:

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ALEXANDRIA CLOWER, CITY CLERK

APPROVED AS TO FORM:

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LEE W. HENDRICKS, CITY ATTORNEY

**City of Edgerton - 4th Quarter 2020 Report**  
**General Fund (Unaudited)**

	YTD Actual	2020 Budget	% Used	Remaining	2020 Estimate
<b>Revenues:</b>					
Ad Valorem Tax	\$ 2,374,119	\$ 1,931,860	122.9%	\$ 442,259	\$ 1,931,860
LPKC PILOT	\$ -	\$ 483,853	0.0%	\$ (483,853)	\$ 483,853
Delinquent Tax	\$ 8,832	\$ -	n/a	\$ 8,832	\$ -
Motor Vehicle Tax	\$ 46,919	\$ 52,969	88.6%	\$ (6,050)	\$ 52,969
Recreational Vehicle Tax	\$ 994	\$ 933	106.5%	\$ 61	\$ 933
16/20M Vehicle Tax	\$ 331	\$ 372	89.0%	\$ (41)	\$ 372
Local Alcoholic Liquor Tax	\$ 1,999	\$ 2,780	71.9%	\$ (781)	\$ 1,000
City 1% Use Tax	\$ 204,506	\$ 113,600	180.0%	\$ 90,906	\$ 182,000
County Use Tax	\$ 100,652	\$ 70,000	143.8%	\$ 30,652	\$ 53,000
City 1% Sales Tax	\$ 479,593	\$ 431,000	111.3%	\$ 48,593	\$ 431,000
County Sales Tax	\$ 372,940	\$ 334,000	111.7%	\$ 38,940	\$ 242,000
Franchise Tax	\$ 197,313	\$ 110,000	179.4%	\$ 87,313	\$ 110,000
Licenses & Permits	\$ 177,152	\$ 756,300	23.4%	\$ (579,148)	\$ 336,400
Charges for Services	\$ 121,428	\$ 118,000	102.9%	\$ 3,428	\$ 118,000
Fines & Forfeitures	\$ 65,868	\$ 30,000	219.6%	\$ 35,868	\$ 30,000
Miscellaneous	\$ 103,319	\$ -	n/a	\$ 103,319	\$ 24,601
Investment Income	\$ 26,858	\$ 15,000	179.1%	\$ 11,858	\$ 17,000
Total Revenue	\$ 4,282,823	\$ 4,450,667	96.2%	\$ (167,844)	\$ 4,014,988

**Expenditures:**

General Government	\$ 843,095	\$ 961,959	87.6%	\$ 118,864	\$ 891,578
Law Enforcement	\$ 495,491	\$ 502,868	98.5%	\$ 7,377	\$ 489,063
Public Works	\$ 524,120	\$ 596,688	87.8%	\$ 72,568	\$ 564,446
Parks	\$ 152,037	\$ 253,490	60.0%	\$ 101,453	\$ 187,098
Facilities	\$ 108,876	\$ 115,450	94.3%	\$ 6,574	\$ 113,724
Fleet Maintenance	\$ 40,059	\$ 51,200	78.2%	\$ 11,141	\$ 49,605
Community Development	\$ 313,666	\$ 356,153	88.1%	\$ 42,487	\$ 278,444
Economic Development	\$ 444,551	\$ 507,200	87.6%	\$ 62,649	\$ 489,650
Information Technology	\$ 67,433	\$ 57,631	117.0%	\$ (9,802)	\$ 61,592
Employee Benefits	\$ 358,582	\$ 484,532	74.0%	\$ 125,950	\$ 410,169
Total Expenditures	\$ 3,347,910	\$ 3,887,171	86.1%	\$ 539,261	\$ 3,535,369

**Revenues Over(Under) Expenditures: \$ 934,913 \$ 563,496 \$ 479,619**

**Other Sources & Uses:**

Transfers from Other funds:					
Transfer from Capital Projects Fund	\$ 14,462	\$ -	n/a	\$ (14,462)	\$ 2,752
Transfers to Other Funds:					
Transfer to Equipment Reserve Fund-General	\$ 325,000	\$ 325,000	100.0%	\$ -	\$ 325,000
Transfer to Capital Projects Fund	\$ 295,855	\$ 150,000	197.2%	\$ (145,855)	\$ 273,441
Total Other Sources & Uses	\$ (606,393)	\$ (475,000)	127.7%	\$ 131,393	\$ (595,689)

<b>Beginning Fund Balance</b>	\$ 1,698,768	\$ 1,617,667		\$ 1,698,768
<b>Estimated Ending Fund Balance</b>		<b>\$ 1,706,163</b>		<b>\$ 1,582,698</b>
<b>Unaudited Ending Fund Balance</b>	<b>\$ 2,027,288</b>			

**Reserve Required**

17% of 2020 budgeted expenditures	\$ 710,819
25% of 2020 budgeted expenditures	\$ 1,021,793

**Budget Authority**

2020 Budget Authority	\$ 6,068,334
Remaining 2020 Budget Authority	\$ 2,099,569
% of Budget Authority Used	65.4%

**City of Edgerton - 4th Quarter 2020 Report**  
**Water Fund (Unaudited)**

	<b>YTD Actual</b>	<b>2020 Budget</b>	<b>% Used</b>	<b>Remaining</b>	<b>2020 Estimate</b>
<b>Revenues:</b>					
Charges for Services	\$ 451,247	\$ 462,450	97.6%	\$ (11,203)	\$ 475,574
Fines & Forfeitures	\$ 16,548	\$ 23,000	71.9%	\$ (6,452)	\$ 16,000
Miscellaneous	\$ 524	\$ -	n/a	\$ 524	\$ -
Investment Income	\$ 1,996	\$ 2,000	99.8%	\$ (4)	\$ 2,000
<b>Total Revenue</b>	<b>\$ 470,315</b>	<b>\$ 487,450</b>	<b>96.5%</b>	<b>\$ (17,135)</b>	<b>\$ 493,574</b>
<b>Expenditures:</b>					
Fleet Maintenance	\$ 2,597	\$ 4,200	61.8%	\$ 1,603	\$ 3,800
Information Technology	\$ 21,502	\$ 32,559	66.0%	\$ 11,057	\$ 30,930
Production	\$ 166,188	\$ 175,000	95.0%	\$ 8,812	\$ 166,530
Distribution	\$ 52,865	\$ 46,740	113.1%	\$ (6,125)	\$ 44,404
Administrative-Water	\$ 120,296	\$ 125,815	95.6%	\$ 5,519	\$ 114,685
Employee Benefits	\$ 31,510	\$ 32,042	98.3%	\$ 532	\$ 30,439
Debt Service	\$ 97,345	\$ 97,345	100.0%	\$ -	\$ 97,345
<b>Total Expenditures</b>	<b>\$ 492,303</b>	<b>\$ 513,701</b>	<b>95.8%</b>	<b>\$ 21,398</b>	<b>\$ 488,133</b>
<b>Revenues Over(Under) Expenditures:</b>	<b>\$ (21,988)</b>	<b>\$ (26,251)</b>			<b>\$ 5,441</b>
<b>Other Sources &amp; Uses:</b>					
Transfers from Other funds:					
Transfer from Water Reserve Fund	\$ 28,376	\$ -	n/a	\$ (28,376)	\$ 28,376
Transfers to Other Funds:					
Transfer to Equipment Reserve Fund-Water	\$ -	\$ -	n/a	\$ -	\$ -
Transfer to Capital Projects Fund	\$ -	\$ -	n/a	\$ -	\$ -
<b>Total Other Sources &amp; Uses</b>	<b>\$ 28,376</b>	<b>\$ -</b>	<b>n/a</b>		<b>\$ 28,376</b>
<b>Beginning Fund Balance</b>	<b>\$ 191,220</b>	<b>\$ 219,376</b>			<b>\$ 191,220</b>
<b>Estimated Ending Fund Balance</b>		<b>\$ 193,125</b>			<b>\$ 225,037</b>
<b>Unaudited Ending Fund Balance</b>	<b>\$ 197,608</b>				
<b>Reserve Required</b>					
17% of 2020 budgeted expenditures	\$ 87,329				
25% of 2020 budgeted expenditures	\$ 128,425				
<b>Budget Authority</b>					
2020 Budget Authority	\$ 706,825				
Remaining 2020 Budget Authority	\$ 214,522				
% of Budget Authority Used	69.6%				



**City of Edgerton - 4th Quarter 2020 Report**  
**Sewer Fund (Unaudited)**

	<b>YTD Actual</b>	<b>2020 Budget</b>	<b>% Used</b>	<b>Remaining</b>	<b>2020 Estimate</b>
<b>Revenues:</b>					
Charges for Services	\$ 660,579	\$ 741,000	89.1%	\$ (80,421)	\$ 651,494
Licenses & Permits	\$ 250	\$ -	n/a	\$ 250	\$ -
Miscellaneous	\$ 1,044	\$ -	n/a	\$ 1,044	\$ -
Investment Income	\$ 9,455	\$ 3,500	270.1%	\$ 5,955	\$ 3,500
<b>Total Revenue</b>	<b>\$ 671,328</b>	<b>\$ 744,500</b>	<b>90.2%</b>	<b>\$ (73,172)</b>	<b>\$ 654,994</b>
<b>Expenditures:</b>					
Fleet Maintenance	\$ 2,654	\$ 4,700	56.5%	\$ 2,046	\$ 4,700
Information Technology	\$ 21,503	\$ 33,326	64.5%	\$ 11,823	\$ 33,326
Treatment Plant	\$ 156,480	\$ 204,945	76.4%	\$ 48,465	\$ 204,945
Sewer Line Maintenance	\$ 1,536	\$ 7,100	21.6%	\$ 5,564	\$ 7,100
Lift Stations/Vaults	\$ 22,492	\$ 21,114	106.5%	\$ (1,378)	\$ 21,114
Administrative-Sewer	\$ 165,368	\$ 223,811	73.9%	\$ 58,443	\$ 193,811
Employee Benefits	\$ 54,872	\$ 56,193	97.6%	\$ 1,321	\$ 56,193
Debt Service	\$ 94,438	\$ 94,438	100.0%	\$ -	\$ 94,438
<b>Total Expenditures</b>	<b>\$ 519,343</b>	<b>\$ 645,627</b>	<b>80.4%</b>	<b>\$ 126,284</b>	<b>\$ 615,627</b>
<b>Revenues Over(Under) Expenditures:</b>	<b>\$ 151,985</b>	<b>\$ 98,873</b>			<b>\$ 39,367</b>

**Other Sources & Uses**

Transfers from Other Funds:					
Transfer from Sewer Reserve Fund	\$ 16,330	\$ -		\$ (16,330)	\$ 16,330
Transfers to Other Funds:					
Transfer to Equipment Reserve Fund-Sewer	\$ 50,000	\$ 50,000	n/a	\$ -	\$ 50,000
Transfer to Capital Projects Fund	\$ 99,991	\$ 100,000	n/a	\$ 9	\$ 100,000
<b>Total Other Sources &amp; Uses</b>	<b>\$ (133,661)</b>	<b>\$ (150,000)</b>	<b>89.1%</b>	<b>\$ (16,339)</b>	<b>\$ (133,670)</b>

**Beginning Fund Balance**

**Estimated Ending Fund Balance**

**Unaudited Ending Fund Balance**

<b>Beginning Fund Balance</b>	<b>\$ 508,001</b>	<b>\$ 476,681</b>		<b>\$ 508,001</b>
<b>Estimated Ending Fund Balance</b>		<b>\$ 425,554</b>		<b>\$ 413,698</b>
<b>Unaudited Ending Fund Balance</b>	<b>\$ 526,325</b>			

**Reserve Required**

17% of 2020 budgeted expenditures	\$ 109,757
25% of 2020 budgeted expenditures	\$ 161,407

**Budget Authority**

2020 Budget Authority	\$ 1,221,181
Remaining 2020 Budget Authority	\$ 551,847
% of Budget Authority Used	54.8%

**MEMORANDUM**

Date: February 11, 2021  
To: City of Edgerton Governing Body  
From: Katy Crow, Development Services Director  
Re: Status Update – 502 E. 2<sup>nd</sup> Street, Edgerton, Kansas

On January 14, 2021 the Edgerton City Council passed Resolution 01-14-21D which requires the owners of 502 E. 2<sup>nd</sup> Street, Edgerton, Kansas to resolve the dangerous and unfit structure which exists on said property by July 22, 2021. As part of the requirements in bringing the home into compliance with the code, the Governing Body required monthly updates from owners which show adequate progress is being made.

City staff performed a walkthrough of the home with the owner Juan Abundiz on February 5, 2021 to review the status of the project. At the December 20, 2020 Council Meeting, Mr. Abundiz represented that it was his intent to complete the exterior siding on the home prior to December 31, 2020. However, the majority of the work done since the last walkthrough on November 30, 2020 has been done to the interior of the home.

Mr. Abundiz stated that there was much more damage to the interior of the structure than what they had originally thought. Prior to the installation of OSB and exterior siding, they want to make sure all corrections are made while the framework is still visible. Additionally, Mr. Abundiz stated that he does not want to install the OSB and chance it getting wet should a rain storm occur prior to the installation of the exterior siding. They have chosen to continue work on the interior until a dry weather period presents itself for work on the exterior to continue.

The attached photos show the pile of framing and interior wood that was removed from the structure and the progress that has been made since the last walkthrough. Staff will conduct another walkthrough prior to the March 11, 2021 council meeting and provide another update at that time.





Damaged/rotted framing materials removed from interior of home



Opening for front door widened to allow addition of new door with sidelight panels.





New header beam over front picture window.



New header beam over doorway to kitchen area from front space.





New interior wall adjacent to front door. Insulation to be installed when exterior wall framing is complete/repaired.



New roof trusses in attic area.



New header beam over doorway to laundry room area.





Shoring under interior of stair well.