



*Small, Serene, Simply Garnett.*

**City Commission Meeting**

**AGENDA**

**March 8, 2022, 6:00 P.M.**

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- I. **Call to Order of the Regularly Scheduled City Commission Meeting (6:00 p.m.)**
  - A. Pledge of Allegiance
  - B. Invocation, Vernon Yoder, Church of the Brethren
- II. **Citizens to be Heard (Five-Minute Time Limit Per Person)**
- III. **Recognition**
  - A. Employee of the Month
- IV. **Governing Body Comments**
  - A. Student Representative Hayden Newton
  - B. Commissioner Cole
  - C. Commissioner Sheahan
  - D. Mayor Gwin
- V. **Consent Agenda**
  - A. Approval of Minutes from February 22, 2022 Regular City Commission Meeting
  - B. Approval of Semi-Monthly Bills and Payroll in the amount of \$267,907.42
- VI. **Regular Business**
  - Consideration of Appointment of Josh Mead to the Parks & Recreation Board.
  - Consideration of Appointment of Michaela Reed to the Tourism Advisory Board.
  - Consideration of TGT Request from The Chamber Players.
  - Consideration of the Cedar Valley Reservoir Engineering Proposal from McClure Engineering.
  - Presentation of KMEA Proposal.
  - Presentation by Wesley Keller and Franklin Urquhart.
- VII. **Discussion Items**
  - City Clerk update
  - Joint City/County meeting in April
- VIII. **Informational Items**
  - A. Farmer's Market Vendor meeting will be March 10<sup>th</sup> from 6:00 p.m. to 8:00 p.m. at Town Hall Center.
  - B. Gospel Music on the Square/Community Building will be March 19<sup>th</sup>.
  - C. "Doublewide, Texas" live dinner theatre performances hosted by The Chamber Players Community Theatre will be March 25 through April 1
  - D. Prairie Spirit 100 Ultra Race, 100m/100k, 50m/50k run race hosted by the Timer Guys will be March 26<sup>th</sup>.



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E. March Madness Demolition Derby hosted by the Anderson County Fair Association will be held at the North Lake Park Rodeo Arena on March 26<sup>th</sup>.

IX. **Citizens to be Heard (Five-Minute Time Limit Per Person)**

X. **Executive Session**

XI. **Adjournment**

February 22, 2022  
Garnett, Kansas

The Governing Body of the City of Garnett met in regular session on February 22, 2022, at 6:00 p.m. with the following individuals present; Greg A. Gwin, Mayor; Jody Cole and Jason Sheahan, City Commissioners; Terry J. Solander, City Attorney; and Travis Wilson, City Manager. Hayden Newton, Student Representative was absent.

### **CALL TO ORDER**

Mayor Gwin called the meeting to order at 6:00 p.m.

The Pledge of Allegiance was recited, followed by Reverend Sam Stoltzfus giving the invocation.

### **CITIZENS TO BE HEARD**

Paula Scott stated there will be a group going through data in the Archer Room at the Library on Saturday, February 26<sup>th</sup> from 4:00 p.m. to 6:00 p.m. She stated since the first question was thrown out two years, there have been 540 individuals participate in fifty-eight questions and discussions. Paula mentioned things said in 2020 are being said by different people in 2022. She stated there were 1,328 comments on Facebook over those same two years. She also commented there were 350 comments from the Garnett Elementary School and 351 surveys completed. Paula stated she will be at Harvesters Thursday and will be giving away \$50 Dollar General Gift Certificate.

Wesley Keller thanked Commissioner Cole and Commissioner Sheahan for replying to the email that was sent. He stated they are currently researching and collecting data to present it at the March 8<sup>th</sup> meeting.

### **GOVERNING BODY COMMENTS**

Student Representative Hayden Newton was absent.

Commissioner Cole asked for a half to a one cent sales tax for the November ballot. City Manager Wilson commented he asked for a list of things they would want to target and asked for ideas so he could put together a concept.

Mayor Pro-Tempore Sheahan stated he has learned a lot over the last several months. He stated he has been working on a list of objectives to include retaining quality team members long term, increase staffs pay and benefits, establish anniversary bonuses and improved efficiency bonuses, establish leadership training programs for department and assistant department heads, upgrade and modernize equipment and processes, establish KPIs for each department and position, establish documented processes, procedures, and “How to” trainings for each department and position, and develop a “challenge the process” mentality.

Mayor Gwin commended City Staff on the great job they did on the last snow removal.

### **CONSENT AGENDA**

- Approval of Minutes from the February 8<sup>th</sup> Regular City Commission Meeting. After discussion, Commissioner Sheahan made a motion to approve the minutes from the

February 8<sup>th</sup> Regular City Commission Meeting as corrected. Mayor Gwin seconded the motion. With three (3) votes aye, zero (0) nay, motion passed 3-0.

- Approval of Semi-Monthly Bills and Payroll in the amount of \$149,737.85. After discussion, Commissioner Cole made a motion to approve the Semi-Monthly Bills and Payroll in the amount of \$149,737.85. Mayor Gwin seconded the motion. With three (3) votes aye, zero (0) nay, motion passed 3-0.

### **REGULAR BUSINESS**

- Consideration of KMEA Director 2. After discussion, made a motion to nominate Joe Owens as the KMEA Director 2. Commissioner Cole seconded the nomination. With three (3) votes aye, zero (0) nay, motion passed 3-0.
- Consideration of KMEA Alternate. After discussion, Mayor Gwin made a motion to nominate Troy Hart as the KMEA Alternate. Commissioner Cole seconded the motion. With three (3) votes aye, zero (0) nay, motion passed 3-0.
- Consideration of KMEA Mid-States Maintenance Proposal. After discussion, Mayor Gwin made a motion to approve the KMEA Mid-State Maintenance Proposal. Commissioner Cole seconded the motion. With three (3) votes aye, zero (0) nay, motion passed 3-0.

### **DISCUSSION ITEMS**

The 2006 International Trash Truck was discussed.

### **INFORMATIONAL ITEMS**

The International Women’s Day Chocolate Walk hosted by Morning Mingle will be March 5<sup>th</sup> from 10:00 a.m. to 2:00 p.m.

The Farmer’s Market Vendor meeting will be March 10<sup>th</sup> from 6:00 p.m. to 8:00 p.m. at Town Hall Center.

The Growing Garnett Community Heart & Soul Gospel Music on the Square/Community Building will be March 19<sup>th</sup>.

“Doublewide, Texas” live dinner theatre performances hosted by The Chamber Players Community Theatre will be March 25<sup>th</sup> through April 3<sup>rd</sup>.

The Prairie Spirit 100 Ultra Race, 100m/100Kk, 50m/50k run race hosted by the Timer Guys will be March 26<sup>th</sup>.

The March Madness Demolition Derby hosted by the Anderson County Fair Association will be held at the North Lake Park Rodeo Arena on March 26<sup>th</sup>.

### **CITIZENS TO BE HEARD**

There were no citizens to be heard.

**ADJOURNMENT**

With no further business before The Governing Body, Commissioner Sheahan made a motion to adjourn the meeting. Commissioner Cole seconded the motion. With three (3) votes aye, and zero (0) votes nay, motion passed 3-0.

Meeting adjourned at 7:21 p.m.

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Mayor

Attest: \_\_\_\_\_  
City Clerk

**AGREEMENT FOR ENGINEERING SERVICES**  
**Cedar Creek Reservoir Emergency Spillway Repair Mitigation**  
**Garnett, Kansas**

This Agreement is made on the \_\_\_\_\_ day of \_\_\_\_\_, 2021, by and between **McClure Engineering Company, of Lenexa, Kansas** (herein referred to as "**Engineer**") and **the City of Garnett, Kansas** (hereinafter referred to as "**Owner**"). Services shall be performed per the fees, terms and conditions outlined in this Agreement and/or the Hourly Rates established on Exhibit 'A'. The **Engineer** shall provide services for the Project which consists of the services listed on Exhibit 'B'. The Project shall be described as:

**PROJECT DESCRIPTION:**

Cedar Creek Reservoir Emergency Spillway Repair Mitigation  
**Garnett, Kansas**

1. The **Owner** shall provide information, which shall set forth the **Owner's** objectives, schedule, constraints, budget with reasonable contingencies and other applicable criteria. (See Exhibit 'C' for **Owner's** Responsibilities).
2. The **Engineer** shall conduct the following services marked "Included", for approval by the **Owner**:

ITEM		INCLUDED	NOT INCLUDED
<b>SECTION 1. PRELIMINARY PLANNING/ FUNDING PHASE SERVICES</b>			
<b>1.01</b>	<b>Preliminary Planning/Schematic Design Concepts</b>		
	1. Information Gathering <ul style="list-style-type: none"> <li>• Current Aerial Photos</li> <li>• Field Investigation</li> <li>• Corridor Research</li> <li>• Review Existing Reports</li> </ul>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	2. Topographic Survey	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	3. Geotechnical Investigation- Refer to sections 4.03 and 4.04.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	4. Prepare Schematic Level Design Concepts (2 Each) <ul style="list-style-type: none"> <li>• Location/Design Concept Drawing(s)</li> <li>• Geometric Configuration</li> <li>• Presentation Graphics</li> </ul>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	3. Preliminary Opinion of Probable Costs <ul style="list-style-type: none"> <li>• Develop Opinion of Probable Cost for each Schematic Design Concept</li> </ul>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	4. Identify Potential Funding Sources and Prepare a Preliminary Sources and Uses of Funds Report	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	5. Prepare a written report which outlines the Sources of Uses of Funds, Design Concepts, and Opinions of Probable Cost.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	<b>Deliverables:</b> <i>Draft Preliminary Planning Report, sent as PDF</i> <i>Final Preliminary Planning Report, sent as PDF</i>		
<b>1.02</b>	<b>Funding Procurement</b>		
	1. Prepare Funding Applications	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	2. Monitor Funding Applications and Answer Questions	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	3. Private Sector Fund Raising.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	<b>Deliverables:</b> <i>Draft and Final Funding Applications, sent as PDF</i>		
<b>1.03</b>	<b>Meetings</b>		
	1. Meetings with City Staff/Council (1 Each)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	2. Meetings with Funding Agencies	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	<b>Deliverables:</b> <i>Draft and Final Meeting Minutes, sent as PDF</i>		

ITEM	INCLUDED	NOT INCLUDED
<b>SECTION 2. DESIGN PHASE SERVICES</b>		
<b>2.01</b> <u>Preliminary Design</u> 1. Conduct Project Kickoff Meeting with Owner. 2. Field Walk-thru with <b>OWNER</b> to review existing conditions drawings 3. Confirm Scope, Extent and Character of the Project: <ul style="list-style-type: none"> <li>▪ Review Design Criteria</li> <li>▪ Review Project Questions and Issues</li> <li>▪ Site Plans</li> </ul> 3. Topographic Survey 4. Prepare Revised "Opinion of Probable Costs". 5. Conduct Meeting with Owner to Review Preliminary Design. <b>Deliverables:</b> <i>Draft and Final Meeting Minutes, sent as PDF</i> <i>Draft Opinion of Probable Costs, sent as PDF</i> <i>Final Opinion of Probable Costs, sent as PDF</i>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>  <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/>  <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/>
<b>2.02</b> <u>Final Design</u> 1. Prepare final project drawings. 2. Prepare final project specifications. 3. Prepare written applications for permits for construction from KDHE and other agencies. 4. Prepare revised Opinion of Probable Cost based on final drawings and specifications. 5. Prepare Contract Agreement Form, General Conditions, Supplementary Conditions, Bid Forms, Invitation to Bidders and Instructions to Bidders. 6. Review 60% and 100% Final Design with the Owner ( Meetings) <b>Deliverables:</b> <i>Draft 60% Plans and associated documents, sent as PDF</i> <i>Final 90% Plans and associated documents, sent as PDF</i> <i>Draft 100% Plan Set, sent as PDF</i> <i>Final 100% Plan Set, sent as PDF</i>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>  <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/>  <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/>
<b>SECTION 3. CONSTRUCTION PHASE SERVICES</b>		
<b>3.01</b> <u>Advertising, Bidding, Contract Award</u> 1. Assist <b>OWNER</b> in advertising for and obtaining bids. 2. Conduct prebid conference at <b>OWNER'S</b> location. 3. Provide drawings, specifications, contract documents and bid documents to prospective bidders. 4. Issue addenda to interpret or clarify bid documents. 5. Review prebid submittals from bidders. 6. Attend bid opening (at <b>OWNER</b> location), prepare Bid Tabulation. ( Meetings) 7. Review bidder's qualifications, bids, and other documents and make recommendation for award of contract. 8. Attend one (1) meeting to present Bids to <b>OWNER</b> . <b>Deliverables:</b> <i>Draft and Final Sets</i> of following documents, sent as PDF. <ul style="list-style-type: none"> <li>• Minutes of prebid conference</li> <li>• Addendum's, if any</li> <li>• Bid Tabulations</li> <li>• Meeting minutes of bid presentation</li> </ul>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>  <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>  <input type="checkbox"/> <input type="checkbox"/>	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/>  <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/>  <input checked="" type="checkbox"/> <input checked="" type="checkbox"/>
<b>3.02</b> <u>Construction Administration</u> 1. Provide general administration of construction contract as <b>OWNER'S</b> representative. 2. Visit site of construction at appropriate stages to observe the Contractor's work. (This does not include On-Site Resident Project Representative Services.) 3. Issue interpretations and clarifications of contract documents. 4. Review shop drawings. 5. Act as initial interpreter of the requirements of the contract documents. 6. Review and process Contractor's application for payment. 7. Conduct <b>monthly</b> Progress Meetings. <b>Deliverables:</b> <i>Draft and Final Progress Meeting Minutes, sent as PDF.</i>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/>
<b>3.03</b> <u>Resident Project Representative</u> 1. Provide a Resident Project Representative to be on site during construction (see Exhibit 'D', A Listing of Duties, Responsibilities and Limitations of Authority of the Resident Project Representative). 2. Federal Funding and Audit Requirements 3. State Funding and Audit Requirements 4. Local Funding	<input type="checkbox"/>  <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input checked="" type="checkbox"/>  <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/>

ITEM	INCLUDED	NOT INCLUDED
<b>SECTION 4. OTHER SERVICES</b>		
<b>4.01</b> <u>Construction Staking</u> 1. Establish Field Construction Controls 2. Set Control Points	<input type="checkbox"/> <input type="checkbox"/>	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>
<b>4.02</b> <u>Permits Coordination</u> 1. Kansas Department of Agriculture (KDHE) 2. Kansas Department of Health & Environment (KDHE) 3. Kansas Department of Health & Environment (KDHE State Revolving Fund (SRF)) 4. Kansas Department of Emergency Management (KDEM) 5. Federal Emergency Management Agency (FEMA) 6. Prepare Storm Water Pollution Prevention Plan (SWPPP) 7. Apply for NPDES Permit from DNR (Owner will be operator listed on permit) <ul style="list-style-type: none"> <li>• Engineer will not be liable for fines arising from noncompliance with SWPPP.</li> <li>• The Owner shall be the Permit holder and shall pay for all costs associated with permit application.</li> </ul>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/>
<b>4.03</b> <u>Soil Boring Coordination</u> 1. Coordination and management of selected Geotechnical Subconsultant. 2. Coordinate the Work of the Subconsultant (Subconsultant will invoice McClure directly).	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
<b>4.04</b> <u>Geotechnical Design</u> 1. Prepare soil boring layout. 2. Subconsultant to complete 6 Field soil borings using track mounted rig. 3. Prepare laboratory test assignments and review laboratory test data. 4. Preparation of site characteristics report 5. Provide preliminary geotechnical design for slope stability and erosion susceptibility during schematic design stages as needed. 6. Provide preliminary geotechnical design for spillway (slope stability, settlement, subgrade, drainage), foundation design for structures, walls, etc. 7. Prepare soil sheets, special provisions, as applicable. 8. Provide geotechnical services during bid process. 9. Provide geotechnical support during construction. <b>Deliverables:</b> <i>Geotechnical Design Report</i> , sent as PDF. <i>Geotechnical notes on plans</i> included in Section 2.02 deliverables.	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/>
<b>4.05</b> <u>Rights-of-Way Negotiations</u> 1. Assist the Owner in coordinating the Request for Proposal to Appraisal Firms / Review Proposals / Recommendation for Award 2. Coordinate the Work of the Appraisal Firm (Appraisal Firm will invoice Owner directly). 3. Right-of-Way negotiations with property owners.	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/>
<b>4.06</b> <u>Acquisition Plats</u> 1. Prepare Acquisition Plats (Estimated     Plats) 2. Prepare Easement Exhibits (Estimated     Easements) 3. Public Right-of-Way meeting. <b>Deliverables:</b> <i>Acquisition Plats</i> , sent as PDF <i>Easement Exhibits</i> , sent as PDF	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/>
<b>4.07</b> <u>Storm Water Pollution Prevention Plan Observation (SWPPP)</u> 1. Perform Weekly On-Site Observations of construction site and provide written reports to Owner. 2. Storm Water Pollution Prevention Plan Services shall end not more than 1-year from the date this Agreement is originally signed. <b>NOTES:</b> (see Exhibit 'D', A Listing of Duties, Responsibilities and Limitations of Authority of the Resident Project Representative).	<input type="checkbox"/> <input type="checkbox"/>	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>
<b>4.08</b> <u>Assessments</u> 1. Prepare Preliminary Assessment Plats and Schedules. 2. Prepare information necessary to prepare legal proceedings for the Preliminary and Final Assessments. <ul style="list-style-type: none"> <li>• Preliminary Estimate of Probable Costs.</li> <li>• Prepare Preliminary Assessment Plat and Schedule</li> <li>• Prepare Final Assessment Plat and Schedule</li> </ul> 3. Conduct Hearing on Resolution of Necessity. 4. Prepare Final Assessment Plats and Schedules <b>Deliverables:</b> <i>Final Assessment Plats and Schedules</i> , 3 copies	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/>
<b>4.09</b> <u>Record Drawings</u> 1. As-Built Record Drawings. 2. Hard Copies     EA @ \$ 3. Electronic Copies     EA @ \$	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/>
<b>4.10</b> <u>Additional Meetings</u> 1. Special Meetings with Council/Staff 2. Kick-off Meeting with Public.	<input type="checkbox"/> <input type="checkbox"/>	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>



	3. One-on-One Meetings with Property Owners outside of scope. 4. Pre-Construction walk-thru with Property Owners. 5. Other meetings as requested by Owner. <b>Deliverables:</b> <i>Draft and Final Minute Meetings</i> , sent as PDF	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/>
4.11	<b>Color Presentation Exhibits</b> 1. Prepare color presentation exhibits of the project for use at public meeting and marketing a. 24" x 36" b. 11" x 17" c. 8.5" x 11" <b>Deliverables:</b> <i>Electronic Copy</i> , on CD	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4.12	<b>Funding Administration</b> 1. Coordinate with Funding Agencies. 2. Prepare funding Outlay/Reimbursement Requests. 3. Funding Closeout.	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/>
ITEM		INCLUDED	NOT INCLUDED
<b>SECTION 5. PROJECT MANAGEMENT AND COORDINATION</b>			
5.01	<b>Project Management</b> 1. Prepare Project Management Plan. 2. Setup/update project financial system. 3. Subconsultant coordination. 4. Update project schedule. 5. Prepare invoices, progress reports, budget notifications.	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
5.02	<b>Quality Control/Quality Assurance</b> 1. Prepare Project Quality Plan 2. Provide QA/QC on deliverables. 3. Provide QA/QC on sub-consultant submittals.	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
5.03	<b>Project Management Team Meetings and Conference Calls</b> 1. Coordinate monthly project management team meetings to discuss contractual issues (scope, schedule, supplemental work, client feedback, etc.) 2. Coordinate monthly project meetings with sub-consultants to discuss contractual issues. <b>Deliverables:</b> <i>Draft and Final PMT Meeting Minutes</i> , sent as PDF.	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>

3. Fee Schedule:

Fees for Services are shown below:

1.0 PRELIMINARY PLANNING/ FUNDING PHASE SERVICES.....	LS.....	\$ 26,960
2.0 DESIGN PHASE SERVICES .....	LS.....	\$ _____
3.0 CONSTRUCTION PHASE SERVICES .....	LS.....	\$ _____
4.0 OTHER SERVICES.....	LS.....	\$ 32,610
5.0 PROJECT MANAGEMENT AND COORDINATION.....	LS.....	\$ 5,025
Total Fee:		\$ 64,595

LS	Lump Sum
NTE	Not-to-Exceed
N/A	Not Applicable
NIC	Not Included
TBD	To Be Determined
T&M	Time and Materials
Est.	Estimated

The Hourly Rate Schedule is included in Exhibit 'A' and attached to this Agreement to be used for work performed on a *Time and Material* basis.

4. Past due amounts owed shall accrue interest at 1.5% per month from the 30<sup>th</sup> day. If the Owner fails to make monthly payments due the Engineer, the Engineer may, after giving (7) days written notice to the Owner, suspend services under this Agreement.
5. This Agreement represents the entire and integrated agreement between the Owner and the Engineer and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and the Engineer.
6. This Agreement is subject to all the Terms and Conditions listed on the following pages.

Exhibits		Included	Not Included
	Standard Terms and Conditions	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Exhibit 'A'	Hourly Rate Schedule	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Exhibit 'B'	Preliminary Project Scope	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Exhibit 'C'	Owner's Responsibilities	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Exhibit 'D'	Duties, Responsibilities and Limitations of Authority of the Resident Project Representative	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**SPECIAL INSTRUCTIONS:**

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**OWNER: CITY OF GARNETT  
GARNETT, KANSAS**

**ENGINEER: MCCLURE ENGINEERING COMPANY  
LENEXA, KANSAS**

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

Signed: \_\_\_\_\_  
Mark Griffin

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

Title: \_\_\_\_\_  
Senior Project Manager

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

Phone: \_\_\_\_\_  
816-944-1476

Email: \_\_\_\_\_

Email: \_\_\_\_\_  
[mgriffin@mcclurevision.com](mailto:mgriffin@mcclurevision.com)

# McCLURE ENGINEERING COMPANY STANDARD TERMS AND CONDITIONS

**ACCESS TO SITE:** The **Engineer** shall at all times have access to the site to complete his Work.

**INFORMATION PROVIDED BY OTHERS:** The **Engineer** shall be entitled to rely upon the accuracy and completeness of data provided by the **Owner** and shall not assume liability for such data. The **Engineer** does not practice law, insurance or financing, therefore, the **Owner** shall furnish all legal, accounting and insurance counseling services as may be necessary to protect themselves at any time during the Project. **Owner** shall hold **Engineer** harmless from damages that may arise as a result of inaccuracies of information or data supplied by **Owner** or others to **Engineer**.

**ADDITIONAL SERVICES:** As an Additional Service in connection with changes in the scope of the **Engineer's** work by the **Owner**, the **Engineer** shall prepare Drawings, Specifications and other documentation and data, evaluate Contractor's proposal and provide any other services made necessary by such Change Orders and Construction Change Directives. The **Engineer** will be entitled to additional compensation to coordinate such changes and schedules shall be adjusted accordingly.

**OWNERSHIP AND REUSE OF DOCUMENTS:** All documents are instruments of service, and **Engineer** shall retain an ownership and property interested therein (including the copyright and the right of reuse at the discretion of the **Engineer**) whether or not the Project is completed.

**Owner** may make and retain copies of documents for information and reference in connection with the use of the documents on the Project. **Engineer** grants **Owner** a limited license to use the documents on the Project, extensions of the Project, and for related uses of the **Owner**, subject to receipt by **Engineer** of full payment due and owing for all services relating to preparation of the documents, and subject to the following limitations: (1) **Owner** acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by **Engineer**, or for use or reuse by **Owner** or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by **Engineer**; (2) any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by **Engineer**, as appropriate for the specific purpose intended, will be at **Owner's** sole risk and without liability or legal exposure to **Engineer** or to its officers, directors, members, partners, agents, employees, and consultants; (3) **Owner** shall indemnify and hold harmless **Engineer** and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by **Engineer**; and (4) such limited license to **Owner** shall not create any rights in third parties.

If **Engineer** at **Owner's** request verifies the suitability of the documents, completes them, or adapts them for extensions of the Project or for any other purpose, then **Owner** shall compensate **Engineer** at rates or in an amount agreed upon by **Owner** and **Engineer**.

**OPINIONS OF PROBABLE COSTS:** **Engineer's** opinions (if any) of probable construction costs are to be made on the basis of **Engineer's** experience, qualifications, and general familiarity with the construction industry. However, because **Engineer** has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, **Engineer** cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by **Engineer**. If **Owner** requires greater assurance as to probable construction cost, then **Owner** agrees to obtain an independent cost estimate.

**BETTERMENT:** If a required item or component of the **Owner's** project should be omitted from **Engineer's** construction documents, **Engineer** shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. In no event will **Engineer** be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the **Owner's** project.

**SHOP DRAWING REVIEW:** If, as part of this Agreement **Engineer** reviews Contractor submittals, such as shop drawings, product data, samples and other data, as required by **Engineer**, these reviews and approvals shall be only for the limited purpose of checking for conformance with the design concept and the information expressed in the contract documents. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades or construction safety precautions, all of which are the sole responsibility of the Contractor. **Engineer** shall not be responsible for any deviations from the contract documents not brought to the attention of **Engineer** in writing by the contractor. **Engineer** shall not be required to review partial submissions or those for which submissions of correlated items have not been received.

**CONSTRUCTION OBSERVATION:** If, as part of this Agreement, **Engineer** is providing construction observation services, **Engineer** shall visit the project at appropriate intervals during construction to become generally familiar with the progress and quality of the Contractor's work and to determine if the work is proceeding in general accordance with the Contract Documents. **Engineer** shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall **Engineer** have authority over or be responsible for the means, methods, techniques, sequences, schedule, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for the security or safety at the site, nor for any failure of a contractor to comply with laws and regulations applicable to that contractor's furnishing and performing of its work. **Engineer** shall not be responsible for the acts or omissions of any contractor.

**Engineer** neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform the work in accordance with the construction contract documents.

**Engineer** shall not be responsible for any decision made regarding the construction contract documents, or any application, interpretation, clarification, or modification of the construction contract documents, other than those made by the **Engineer** or its consultants.

Unless otherwise specified in this Agreement, the **Owner** has not retained the **Engineer** to make detailed inspections or to provide exhaustive or continuous project review and observation services.

**DESIGN WITHOUT CONSTRUCTION PHASE SERVICES:** If **Engineer** is not retained for construction observation and/or on-site resident observation services, **Engineer** shall have no

design, shop drawing review, or other obligations during construction, and **Owner** assumes all responsibility for the application and interpretation of construction contract documents, review and response to contractor claims, construction contract administration, processing of change orders and submittals, revisions to the construction contract documents during construction, construction observation and review, review of contractor's payment applications, and all other necessary construction phase administrative, engineering, and professional services. **Owner** waives all claims against the **Engineer** that may be connected in any way to construction phase administrative, engineering, or professional services.

**UNDERGROUND UTILITIES:** Information for location of underground utilities may come from the **Owner**, third parties, and/or research performed by the **Engineer** or its subcontractors. Unfortunately, the information the **Engineer** must rely on from various utilities and other records may be inaccurate or incomplete. Therefore, the **Owner** agrees to indemnify and hold harmless the **Engineer** for all claims, losses, costs and damages arising out of the location of underground utilities provided by the **Engineer** under this Agreement.

**SUBSURFACE CONDITIONS:** The **Engineer** may advise the **Owner** to conduct soil and/or subsurface testing and analysis to provide information to the **Owner**, **Engineer**, and contractor(s) as to the subsurface conditions that may generally be encountered during subsurface construction.

The **Engineer** cannot warrant or guarantee that the information provided is reflective of all subsurface conditions that may be encountered, or to the extent that subsurface conditions such as soil properties, groundwater, rock, etc., may vary from location to location throughout subsurface construction.

Any unexpected change or unforeseen subsurface conditions (including those that may be caused by weather conditions) will be addressed when encountered and may result in a change in construction price and/or schedule, and the **Engineer** shall be held harmless from issues arising out of these unseen subsurface conditions.

**HAZARDOUS MATERIALS – INDEMNIFICATION:** The **Engineer** is not in the business of making environmental site assessments for purposes of determining the presence of any toxic, hazardous or other environmental damaging substances. The purpose of this provision is to be certain that the **Owner** is aware of the potential liability if toxic, hazardous or environmental damaging substances are found on or under the property. **Engineer** makes no representations regarding an environmental site assessment, relies upon **Owner** to have fully investigated the need and/or scope of such assessment and assumes no responsibility for the determination to make an environmental site assessment on the subject property.

**DISPUTE RESOLUTION:** Claims, disputes or other matters, involving a value less than \$200,000.00, in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof shall be subject to mediation unless each of the parties mutually agrees otherwise. No mediation arising out of or relating to this Agreement shall include, by consolidation, joinder or in any other manner, an additional person or entity not a party to this Agreement, except by written consent containing a specific reference to this Agreement signed by the **Owner**, **Engineer**, and any other person or entity sought to be joined. In no event shall the demand for mediation be made after the date when the institution of legal or equitable proceedings based upon such claim would be barred by the applicable statute of limitations. The award rendered in the mediation shall be non-binding.

**TERMINATION:** This Agreement may be terminated by either party upon not less than seven days written notice should the other party fail substantially to perform in accordance with the terms of the Agreement through no fault of the party initiating the termination. This Agreement may be terminated by the **Owner** upon not less than seven days' written notice to the **Engineer** in the event the Project is permanently abandoned.

Failure of the **Owner** to make payments to the **Engineer** in accordance with the Agreement shall be considered substantial non-performance and cause for termination. If the **Owner** fails to make payment when due the **Engineer** for services, the **Engineer** may, upon seven days' written notice to the **Owner**, suspend performance of services under this Agreement. Unless payment in full is received by the **Engineer** within seven days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services, the **Engineer** shall have no liability to the **Owner** for delay or damage caused the **Owner** because of such suspension of services.

In the event of termination not the fault of the **Engineer**, the **Engineer** shall be compensated for services performed prior to termination and all termination expenses. Termination expenses are in addition to compensation for *Basic and Additional Services*, and include expenses which are directly attributable to termination.

**LIMITATION OF LIABILITY:** The **Engineer's** liability shall be limited to \$50,000.00 or the fee for the work performed, whichever is greater, or as specifically agreed to by separate agreement.

**PAYMENT:** Amounts unpaid 30 days after invoice date shall bear interest from the date payment is due at a rate of 1.5% per month compounded and shall include costs for attorney fees and other collection fees related to collecting fees for service.

**WAIVERS:** The **Owner** and the **Engineer** waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, but only to the extent covered by property insurance during construction. The **Owner** and **Engineer** each shall require similar waivers from their contractors, consultants and agents.

**ASSIGNMENT:** The **Owner** and **Engineer**, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither **Owner** nor **Engineer** shall assign this Agreement without the written consent of the other.

**GOVERNING LAW:** Unless otherwise provided, the Agreement shall be governed by the laws of the State of Iowa.

**COMPLETE AGREEMENT:** This Agreement represents the entire and integrated agreement between the **Owner** and **Engineer** and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both **Owner** and **Engineer**. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the **Owner** or **Engineer**.

EXHIBIT 'A'  
 McCLURE ENGINEERING COMPANY  
 HOURLY RATE SCHEDULE  
 (Effective through December 31, 2022\*)

<u>PERSONNEL</u>	<u>HOURLY RATE</u>
Principal .....	\$270 - \$295
Project Manager .....	\$185 - \$230
Senior Professional .....	\$185 - \$285
Professional .....	\$155 - \$185
Junior Professional .....	\$125 - \$155
Senior Technician .....	\$135 - \$175
Technician .....	\$115 - \$135
Landscape Architect .....	\$120 - \$155
On-Site Representative .....	\$115 - \$155
Client/Project Liaison .....	\$135 - \$185
Administrative .....	\$65 - \$85
3 Member Survey Crew .....	\$270
2 Member Survey Crew .....	\$200
1 Member Survey Crew .....	\$135

EQUIPMENT

3D Scanner per Scan .....	\$30.00
UAV per Flight .....	\$125.00
Sonar Boat .....	\$125.00

MISCELLANEOUS EXPENSES

Survey Vehicle Mileage .....	\$0.70/Mile
Automobile Mileage (at current IRS rate) .....	Current IRS Rate
Printing .....	Per Contract
Survey Supplies (Hubs, Lath, Paint, Nails, etc.) .....	Per Contract
Out-of-Pocket Expenses (Meals, Hotels, etc.) .....	Per Contract

\*Rates are subject to change based on billing rates for future years



## EXHIBIT 'B'

### PRELIMINARY PROJECT SCOPE

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#### **Project Description:**

Provide Professional Engineering Services for the development of a Preliminary Engineering Report evaluating the emergency spillway. The emergency spillway sustained damage created during recent major rainfall events in 2018 and 2019. These rainfall events caused water to be discharged through the emergency spillway. The use of the spillway resulted in the removal of the top layer of soil from parts of the spillway. In addition, some of the underlying rock was also scoured from the spillway and deposited at the toe of the slope in the emergency discharge channel.

In order to evaluate possible remediation efforts, we propose the preparation of a Preliminary Engineering Report which will evaluate potential scenarios for repairs and improvements. The proposed scope of services includes a topographical survey of the emergency spillway and adjacent areas which have been impacted from the use of said spillway.

To determine the subsurface conditions around the emergency spillway, 6 field soil/rock borings will be taken. The collected soils and rock information shall be submitted to a laboratory for testing to determine associated characteristics of the various materials such as weathering resistance. A Geotechnical Report shall be created that defines the information collected from the field and the results of the laboratory testing to define existing conditions. We propose to utilize Terracon as a subconsultant to McClure for this work.

The survey and geotechnical information shall be used by McClure to develop a Preliminary Engineering Report and propose recommended remediation measures.

A draft Preliminary Engineering Report shall be developed and presented to City of Garnett staff. Revisions based upon the discussion of the meeting will then be made and a final Cedar Creek Reservoir Emergency Spillway Mitigation Preliminary Engineering Report shall be submitted and presented to the City of Garnett. Communication and coordination will occur with the City of Garnett and various stakeholders throughout the development of the Report. Other stakeholder agencies may include the Kansas Department of Emergency Management (KDEM), Federal Emergency Management (FEMA), Kansas Department of Agriculture (KDA), Kansas Department of Health and Environment (KDHE), United States Army Corps of Engineers (USACOE), and County Emergency Preparedness Agencies.

This Report is needed for development of a preliminary construction and project budget, and to define the scope for final engineering design of selected remediation improvements. Furthermore, it will outline the required permitting and coordination efforts with various funding agencies.

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#### **Purpose of the Project:**

To obtain and analyze the required engineering information related to the existing conditions at the Cedar Creek Reservoir Emergency Spillway to develop a Preliminary Engineering Report (PER) needed to identify recommended repairs needed to Emergency Spillway. The PER will be used to develop estimates for construction costs, and Scope of Work needed for future Phase 2 design. The PER will also be used for communicating repairs needed with regulatory agencies, future permitting, and potential funding agencies. Future Phase 3 will include construction of modifications to improve resiliency of the emergency spillway to flooding events.

**Scope and fee for design and construction phases will be negotiated after OWNER's approval and acceptance of the Engineering Report.**

## Exhibit C: OWNER's Responsibilities

**OWNER** shall do the following in a timely manner so as not to delay the services of the **ENGINEER**:

1. Designate in writing a person to act, as **OWNER'S** representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define **OWNER'S** policies and decisions with respect to **ENGINEER'S** services for the Project.
2. Provide all criteria and full information as to **OWNER'S** requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expendability, and any budgetary limitations; and furnish copies of all design and construction standards, which **OWNER** will require to be included in the drawings and specifications.
3. Assist **ENGINEER** by placing at **ENGINEER'S** disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.
4. Arrange for access to make all provisions for **ENGINEER** to enter upon public and private property as required for **ENGINEER** to perform services under this Agreement.
5. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by **ENGINEER**, obtain advice of an attorney, insurance counselor and other consultants as **OWNER** deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of **ENGINEER**.
6. Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
7. Attend the prebid conference, bid opening, preconstruction conferences, construction progress and other job related meetings and substantial completion inspection and final payment inspection.
8. Give prompt written notice to **ENGINEER** whenever **OWNER** observes or otherwise becomes aware of any development that affects the scope or timing of **ENGINEER'S** services, or any defect or non-conformance in the work of any Contractor.
9. Arrange for financing and pay for services as agreed to in this Agreement.

**2022 BG CONSULTANTS STANDARD HOURLY RATES**

<u>POSITION</u>	<u>STANDARD PER HOUR 2022</u>
PRINCIPAL III	\$280.00
PRINCIPAL II	\$245.00
PRINCIPAL I	\$222.00
ENGINEER/ARCHITECT V	\$200.00
ENGINEER/ARCHITECT IV	\$177.00
ENGINEER/ARCHITECT III	\$167.00
ENGINEER/ARCHITECT II	\$156.00
ENGINEER/ARCHITECT I	\$135.00
INTERN ENGINEER/GRADUATE ARCHITECT IV	\$153.00
INTERN ENGINEER/GRADUATE ARCHITECT III	\$146.00
INTERN ENGINEER/GRADUATE ARCHITECT II	\$136.00
INTERN ENGINEER/GRADUATE ARCHITECT I	\$117.00
TECHNICIAN IV	\$140.00
TECHNICIAN III	\$124.00
TECHNICIAN II	\$110.00
TECHNICIAN I	\$99.50
TECHNICIAN	\$74.00
SENIOR CONSTRUCTION OBSERVER	\$140.00
CERTIFIED CONSTRUCTION OBSERVER	\$114.00
CONSTRUCTION OBSERVER	\$100.00
SENIOR PROJECT SURVEYOR	\$180.00
PROJECT SURVEYOR	\$150.00
ASSISTANT PROJECT SURVEYOR	\$125.00
FIELD SUPERVISOR	\$110.00
FIELD SURVEYOR II	\$89.00
FIELD SURVEYOR I	\$76.00
CLERICAL II	\$74.00
CLERICAL I	\$59.00

- Note:
- 1) The hourly rates shown above are effective for services through December 31st of the contract year and are subject to revision annually.
  - 2) For any Federal Wage and Hour Law non exempt personnel, overtime will be billed at 1.5 times the hourly labor billing rates shown.
  - 3) Expert Witness and Depositions will be charged at 1.5 times the hourly labor billing rates shown.

# Garnett / KMEA

Generation for your city

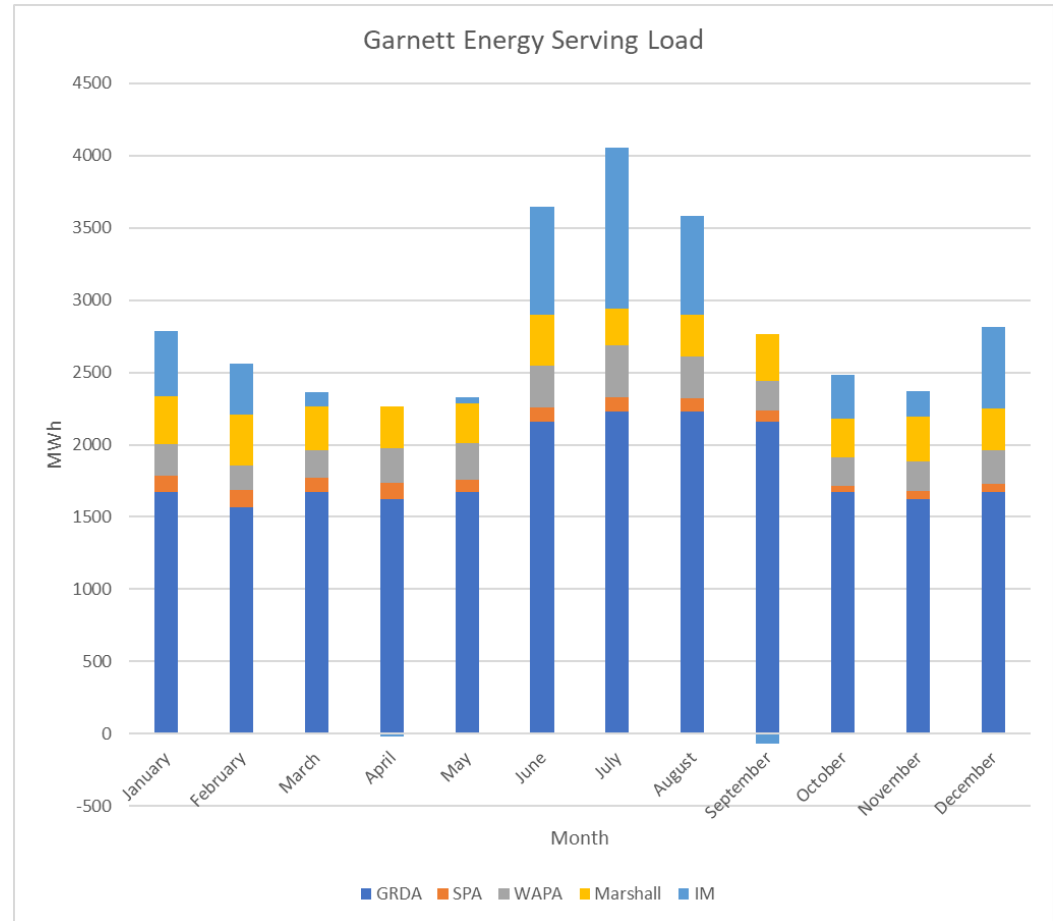
March 2022



# Energy Serving Load (2020)

	3	0.3	893	0.38		
	GRDA	SPA	WAPA	Marshall	IM	Load
January	1674	114	217	331	450	2786
February	1566	120	171	350	354	2561
March	1671	100	187	310	96	2364
April	1620	115	239	287	-20	2241
May	1674	85	251	276	41	2327
June	2160	99	288	355	743	3645
July	2232	95	360	253	1116	4056
August	2232	92	288	290	683	3585
September	2160	73	211	319	-70	2693
October	1674	38	203	263	306	2484
November	1622	57	203	312	177	2371
December	1674	58	233	287	564	2816

	GRDA	SPA	WAPA	Marshall	IM
January	60%	4%	8%	12%	16%
February	61%	5%	7%	14%	14%
March	71%	4%	8%	13%	4%
April	72%	5%	11%	13%	-1%
May	72%	4%	11%	12%	2%
June	59%	3%	8%	10%	20%
July	55%	2%	9%	6%	28%
August	62%	3%	8%	8%	19%
September	80%	3%	8%	12%	-3%
October	67%	2%	8%	11%	12%
November	68%	2%	9%	13%	7%
December	59%	2%	8%	10%	20%
					13%

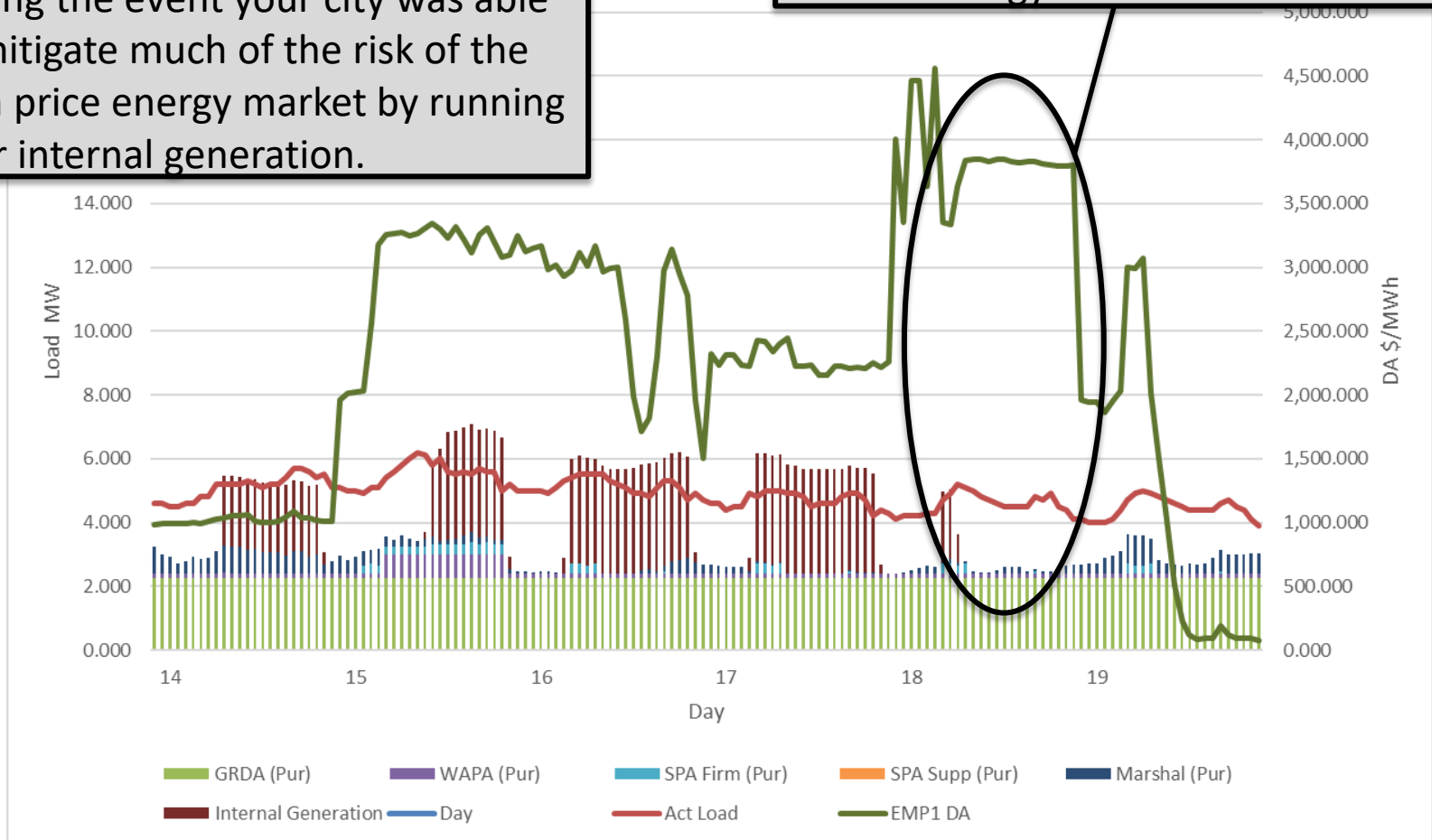


In 2020 you were exposed to market by 13%, your generation provided a cap of exposure during Emergencies.

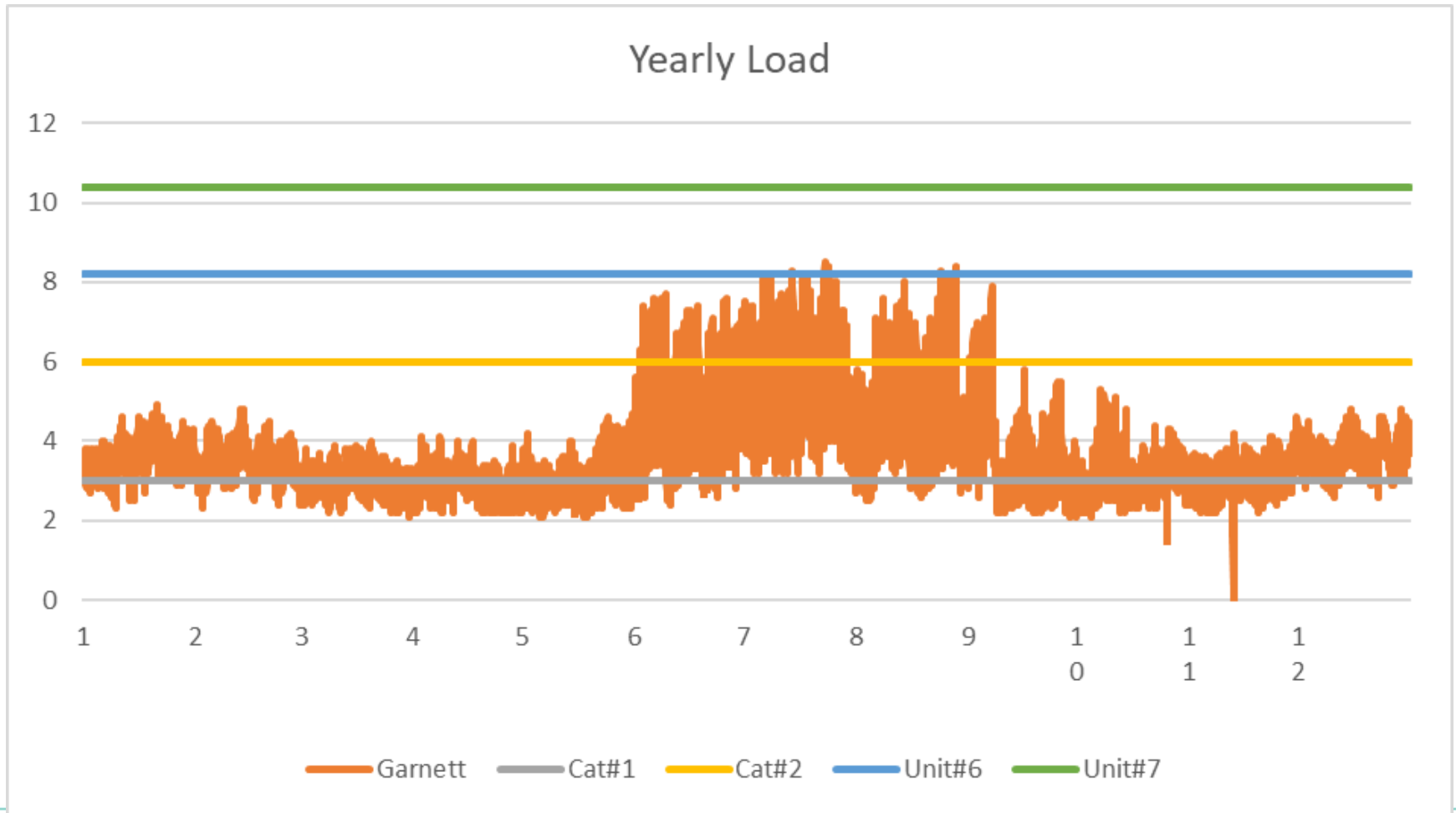
# February 2021

During the event your city was able to mitigate much of the risk of the high price energy market by running your internal generation.

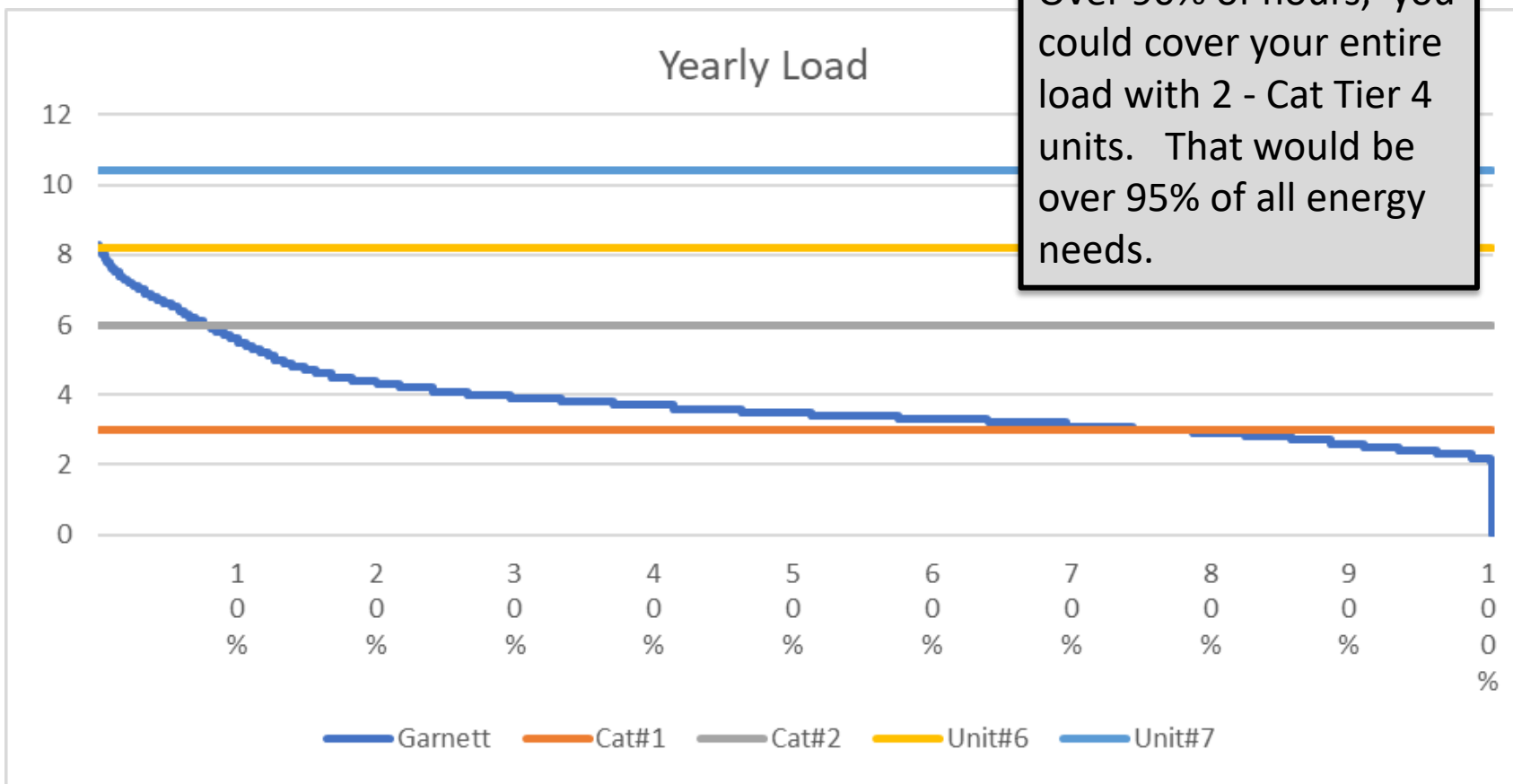
However, once the emergency event subsided, your city was forced to take units offline and purchase market energy.



# Internal Generation – 2020 Load



# Load Duration Curve - Garnett



# Internal Generation Option

2020 Actual 8500 33,077,800					
Termination	Resource	Demand	Energy	% Energy	Comment
2034	SPA	300	1,052,762	3.18%	
2054	WAPA	893	2,841,291	8.59%	
2026	GRDA	3000	21,960,000	66.39%	
2036	Marshall Wind	380	3,639,338	11.00%	
	Integrated Market		3,559,009	10.76%	
	Unit #1	1200	3,700	0.01%	
	Unit #3	1200	3,500	0.01%	
	Unit #5	1700			
	Unit #6	2200	18,200	0.06%	one meter for 5,6,7
	Unit #7	2200			
Totals		13,073	33,077,800	100.00%	

2026 Forecasted 8740 34,245,000					
Termination	Resource	Demand	Energy	% Energy	Comment
2034	SPA	300	1,052,762	3.07%	
2054	WAPA	893	2,841,291	8.30%	
2026	GRDA				Contract expires May 2026
2036	Marshall Wind	380	3,639,338	10.63%	
	Energy Only Product		21,960,000	64.13%	Purchase Product
	Integrated Market		4,502,009	13.15%	
2026	Unit #1	retire			Retire Unit
2026	Unit #3	retire			Retire Unit
2026	Unit #5	retire			Retire Unit
	Unit #6*	2200	52,800	0.15%	controls, meter , catilist insall
	Unit #7*	2200	52,800	0.15%	controls, meter , catilist insall
	Unit #8*	3000	72,000	0.21%	New Teir 4 Cat
	Unit #9*	3000	72,000	0.21%	New Teir 4 Cat
Totals		11,973	34,245,000	100.00%	

## 2026 Forecast Assumptions

- Normal Load Growth
- Units 1,2,& 5 After retirements
- GRDA expires
- Upgrade existing Units #6 & 7 with controls and Catalysts (enable to run for economics)
- Add 2 Cat Tier 4 Units
- Purchase Energy Only Product at GRDA Energy volume and prices.

# Internal Generation Option

## Caterpillar -- C175-16 Tier 4 diesel generator set with enclosure

	1 Unit - 3000 KW	2 Units - 6000 KW
Budgetary Price	\$ 1,950,000	\$ 3,900,000
Estimated Installation costs	\$ 250,000	\$ 500,000
	\$ 2,200,000	\$ 4,400,000

20 Year Financing at 4.75 %			Yearly
	\$172,811.03	\$345,622.06	
	\$14,400.92	\$28,801.84	Monthly

30 - 52 week Lead tiime on Generators

City	Peak Load	Total Load	Price \$/KW-Mth	Total Extended	\$/KW - Load
Garnett	8,740	34,245,000			
GRDA Expiring Contract	3,000			\$ (315,857)	
Generation (Equip & Install)	6,000		\$4.80	\$ 345,622	
O&M				\$ 24,000	
Upgrade Existing Units				\$ 31,420	
			\$Premium	\$ 85,185	\$ 0.00249

\* Upgrade Existing Units - assume \$400000, 20 Year, 4.75%

# 2021 Proxy Comparison

## 2021 Load Actual - Basecase

			Cost	Cost / KWh
Demand	SPA	\$ 16,305	\$ 372,011	\$ 0.01086
	WAPA	\$ 39,849		
	GRDA	\$ 315,857		
Transmssion	SPP	\$ 178,726	\$ 178,726	\$ 0.00522
Energy	SPA	\$ 10,986	\$ 1,223,887	\$ 0.03574
	WAPA	\$ 44,665		
	Marshall	\$ 100,084		
	GRDA	\$ 697,334		
	IM	\$ 370,819		
Admin. & Other	Admin	\$ 82,920	\$ 139,736	\$ 0.00408
	Other	\$ 56,816		
<b>Total</b>			<b>\$ 1,914,360</b>	<b>\$ 0.05590</b>

2021 Load \*

8.7 34,245,000

## 2021 Basecase with 2 Gen minus GRDA - ( Proxy 2026)

			Cost	Cost / KWh
Demand	SPA	\$ 16,305	\$ 457,246	\$ 0.01335
	WAPA	\$ 39,849		
	IG 2 Gen	\$ 369,672		
	Upgrade Existing	\$ 31,420		
Transmssion	SPP	\$ 178,726	\$ 178,726	\$ 0.00522
Energy	SPA	\$ 10,986	\$ 1,223,887	\$ 0.03574
	WAPA	\$ 44,665		
	Marshall	\$ 100,084		
	GRDA	\$ 697,334		
	IM	\$ 370,819		
Admin. & Other	Admin	\$ 82,920	\$ 139,736	\$ 0.00408
	Oiher	\$ 56,816		
<b>Total</b>			<b>\$ 1,999,595</b>	<b>\$ 0.058391</b>