

**EDGERTON CITY COUNCIL
MEETING AGENDA
CITY HALL, 404 EAST NELSON STREET
SEPTEMBER 25, 2025
7:00 P.M.**

Call to Order

1. Roll Call

____ Roberts ____ Longanecker ____ Lewis ____ Conus ____ Lebakken ____ Malloy

2. Welcome

3. Pledge of Allegiance

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

4. Approve Minutes from August 28, 2025, Regular City Council Meeting
5. Approve the State of Kansas Setoff Program Agreement

Motion: _____ Second: _____ Vote: _____

Regular Agenda

6. **Declaration.** At this time Council members may declare any conflict or communication they have had that might influence their ability to impartially consider today's issues.
7. **Public Comments.** Members of the public are welcome to present their items of concern to the City Council. The Council will not discuss or debate these items, nor will the Council make decisions on items presented during this time. Speakers should address their comments to City Council only not members of the audience or staff.

Persons wishing to address the City Council must sign-up before the meeting begins. Speakers must provide their name and address for the record and are limited to three (3) minutes. The maximum time limit for all speakers will be a total of thirty (30) minutes.

Written comments must be submitted by close of business on the day prior to the meeting at CityClerk@edgertonks.org. Written comments shall include name and address for the record.

Business Requiring Action

8. **CONSIDER A GRANT AGREEMENT BETWEEN THE KANSAS DEPARTMENT OF TRANSPORTATION AND THE CITY OF EDGERTON TO ACCEPT FUNDING THROUGH THE INNOVATIVE TECHNOLOGY GRANT PROGRAM OF \$34,000 FOR 2025 STREET PRESERVATION PROGRAM.**

Motion: _____ Second: _____ Vote: _____

9. CONSIDER PROFESSIONAL SERVICES AGREEMENT WITH ALFRED BENESCH & COMPANY FOR A LUMP SUM OF \$20,372.00 FOR THE 2025 STREET PRESERVATION PROGRAM.

Motion: _____ Second: _____ Vote: _____

10. CONSIDER PROFESSIONAL SERVICES AGREEMENT WITH STREETSCAN FOR A LUMP SUM OF \$25,830.00 FOR THE 2025 STREET PRESERVATION PROGRAM.

Motion: _____ Second: _____ Vote: _____

11. CONSIDER A GRANT AGREEMENT BETWEEN THE KANSAS DEPARTMENT OF TRANSPORTATION AND THE CITY OF EDGERTON TO ACCEPT FUNDING THROUGH THE KANSAS INFRASTRUCTURE HUB GRANT ASSISTANCE PROGRAM OF \$3,250 FOR GRANT WRITING ASSISTANCE RELATED TO STREET RECONSTRUCTION PROJECTS ADJACENT TO DWYER FARMS.

Motion: _____ Second: _____ Vote: _____

12. CONSIDER A CONTRACT WITH GOVERNMENT ASSISTANCE SERVICES FOR A LUMP SUM OF \$3,250 FOR GRANT WRITING ASSISTANCE FOR THE RURAL AND TRIBAL ASSISTANCE PILOT PROGRAM RELATED TO STREET RECONSTRUCTION PROJECTS ADJACENT TO DWYER FARMS.

Motion: _____ Second: _____ Vote: _____

13. CONSIDER AWARD OF CONSTRUCTION CONTRACT TO SAK CONSTRUCTION, LLC FOR THE 2025 CDBG – 3RD AND HULETT SANITARY SEWER REHABILITATION PROJECT IN THE AMOUNT OF \$149,150.

Motion: _____ Second: _____ Vote: _____

14. Report by the City Administrator

- Biannual Marketing & Communications Report
- Biannual Municipal Court Report
- Third Quarter Public Works Report
- 2025-2026 Winter Operations Presentation

15. Report by the Mayor

- Discussion of 2025 November/December Council Meeting Schedules

16. Future Meeting Reminders:

September 25: City Council Meeting
October 9: City Council Meeting & CIP Work Session
October 14: Planning Commission Meeting

October 23: City Council Meeting & CIP Work Session
November 13: City Council Meeting
December 11: City Council Meeting

17. Adjourn

EVENTS

September 27: Park Poker

September 29: Blood Drive

September 30: Toddler Gym Jam

October 3 & 4: Meat Inferno

October 7: Culinary Kids – Red Velvet Cupcakes

City of Edgerton, Kansas
Minutes of City Council Regular Session
August 28, 2025

A Regular Session of the City Council was held in the Edgerton City Hall, 404 E. Nelson, Edgerton, Kansas August 28, 2025. The meeting convened at 7:03 PM with City Council Mayor Roberts presiding.

1. **ROLL CALL**

Donald Roberts	Present
Clay Longanecker	Present
Josh Lewis	Present
Deb Lebakken	Absent
Bill Malloy	Present
Ron Conus	Present

With a quorum present, the meeting commenced.

Staff in attendance: City Administrator, Beth Linn
Assistant to the City Administrator, Kara Banks
Assistant to the City Administrator, Trey Whitaker
Interim City Clerk, Alex Firth
City Clerk, Dusti Callahan
Public Works Director, Dan Merkh
CIP Project Manager, Holly Robertson
City Attorney, Todd Luckman
Finance Director, Karen Kindle
Senior Accountant, Justin Vermillion
Parks and Recreation Director, Levi Meyer
Construction Inspector, Todd Veeman

2. **WELCOME.** Mayor Roberts welcomed all in attendance.

3. **PLEDGE OF ALLEGIANCE.** All present participated in the 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 August 14, 2025, Regular City Council Meeting

5. Approve Post-Issuance Tax Compliance Services Agreement

Councilmember Longanecker moved to approve, seconded by Councilmember Lewis. The motion carried 4-0 by the following vote:

Yes: Longanecker, Lewis, Malloy, Conus

Absent: Lebakken

Regular Agenda

6. **Declaration.** Council members had nothing to declare.

7. **Public Comments**

Mr. Bill LaFalce, an Edgerton resident, expressed his concerns to the council about utility contractors, like Kwikom, and suggests the building inspector could help reduce the issues. He believes the county should provide better services for taxpayers.

Ms. Olivia Baken, an Edgerton resident, told City Council she moved here wanting an affordable small town. However, she can't afford the tax increases. Ms. Baken expressed concern that Edgerton has more parks than we need. She asked the City to give the residents a tax break rather than build new parks. Ms. Baken feels the community is not about trucks and gas stations. She thinks Edgerton has declined. She questioned the salaries of staff and Mayor's salary for a town the size of Edgerton. She encouraged that since the county is not cutting taxes, then the City should consider budget cuts.

8. **Introduction of New Employee**

Assistant to the City Administrator, Kara Banks, introduced Dusti Callahan as the new City Clerk.

Business Requiring Action

9. **CONSIDER RESOLUTION NO. 08-28-2025A APPROVING THE MAYORAL APPOINTMENT FOR CERTAIN PUBLIC OFFICIALS FOR THE CITY OF EDGERTON, KANSAS**

Councilmember Lewis moved to approve, seconded by Councilmember Longanecker. The motion carried 4-0 by the following vote:

Yes: Longanecker, Lewis, Malloy, Conus
Absent: Lebakken

10. **CONSIDER ORDINANCE NO. 2184 LEVYING ASSESSMENTS ON DWYER FARMS DEVELOPMENT**

Councilmember Longanecker moved to approve, seconded by Councilmember Malloy. The motion carried 4-0 by the following vote:

Yes: Longanecker, Lewis, Malloy, Conus
No: Lebakken

11. **PUBLIC HEARING FOR THE 2025 BUDGET AMENDMENT FOR THE BOND & INTEREST FUND**

Finance Director, Karen Kindle explained the 2025 Budget Amendment in depth as it was published to the public on August 5, 2025. Mayor Roberts opened the Public Hearing at 7:17 asking for any comments. No comments were made; Mayor Roberts closed the Public Hearing.

12. CONSIDER AMENDMENT TO THE 2025 BUDGET – BOND & INTEREST FUND

Councilmember Malloy moved to approve, seconded by Councilmember Longanecker. The motion carried 4-0 by the following vote:

Yes: Longanecker, Lewis, Malloy, Conus
Absent: Lebakken

13. PUBLIC HEARING FOR RESOLUTION NO 08-28-25B TO LEVY A PROPERTY TAX RATE EXCEEDING THE REVENUE NEUTRAL RATE

Finance Director, Karen Kindle, and City Administrator, Beth Linn, explained in depth Resolution No. 08-28-25B and what is included in that. Mayor Roberts opened the Public Hearing for Resolution No. 08-28-25B at 7:23.

Mr. Bill LaFalce, an Edgerton resident, expressed his concerns with property values and taxes. He expressed frustration with the Appraiser's Office that still raise property values even with problems everyone has at their homes like cracked foundations. The City wants to ask for more taxes on top of the county asking for more taxes, when the residents were told the intermodal would offset property taxes. He said there are many people living below the poverty level. He would like more attention and care to the lifelong/long-term residences rather than HOA new neighborhoods. He encouraged the City Council to act like a small community with a vision.

Ms. Olivia Baken, an Edgerton resident, expressed her concerns, as well as others', about the property tax paid compared to other cities in the state. She mentioned that the City states the tax burden has gone to the businesses. However, because there is more infrastructure then the City needs more budget to maintain it. She also believes property values are going up because of the new infrastructure and businesses coming to town. She requested the City take more tax dollars from the businesses rather than residents. All she sees is negative from the development. She expressed concern how a new house at Dwyer Farms could be valued the same as her house. She requested budget cuts for herself and others, and hopes she can be heard. She understands that inflation happens but feels more can be done for less.

Councilmember Longanecker echoed that no one wants to pay higher taxes including himself. The City has to consider inflation and that everything has gone up. He expressed that City does not have the ability to appraise the value of homes for taxes, that comes from the county.

Councilmember Lewis invited the guests to the budget work sessions to better understand where the revenues come from and what the City can control to try and lower them. Councilmember Lewis suggested reaching out to Johnson County about tax valuations. He joined city council because of these same concerns, and staying transparent on these subjects is crucial to the community. He stated that you may not agree with the Intermodal, but when it

comes on the tax rolls it will help the City as a whole. Councilmember Lewis said we have not gotten there yet but will see the benefits in the near future.

Councilmember Conus stated that RNR is unfair to cities as it does not allow the City to capture development. If the Council approves the property tax, then revenue will increase by 14% which is much greater than new development or inflation. Councilmember Conus discussed that in 2018 his valuation went up but his taxes went down because the City lowered the mill levy. He discussed that the City can offset higher appraisals by lowering the mill levy. Councilmember Conus noted that at the budget work session he was concerned that salaries and benefits exceeded revenues over the last seven years. The City put out a graph that showed salaries and benefits exceed revenues by \$285,000 from 2017-2024. He believed that graph has since been removed. Councilmember Conus stated he is here to represent the citizens, and the referenced Facebook graph shows salaries and benefits have increased the size of the government, with no increase to the community benefits.

Mayor Roberts appreciates all parties for attending the meeting and speaking. Mayor Roberts discussed the City's Biennial Citizen Survey, which included a question about doing projects or don't do anything and just lower my taxes. He stated that often himself and the City Council hear requests for projects. Mayor Roberts mentioned that most of the increase in revenue of 14% comes from one building at LPKC that came onto the tax rolls – over \$200,000 which allows us to do projects. He mentioned that when Edgerton was only residential, they did not have money do projects. Mayor mentioned that the City has not added any new parks only renovated. Mayor supports exceeding the RNR because if the City doesn't collect any new revenue from LPKC buildings or new houses it won't have revenue to offset future obligations for road maintenance, stormsewer, etc. As for property valuations, there are steps that can be taken to get that looked at. He stated that the appraisers are required statutorily to use sales values as a comparison for valuation. There are properties that have also decreased in value, proving not all are increasing either. Mayor Roberts mentioned Edgerton's mill levy is far lower than many other cities throughout the state, and there is more information on the state website to compare mills.

14. CONSIDER RESOLUTION NO. 08-28-25B OF THE CITY OF EDGERTON, KANSAS TO LEVY A PROPERTY TAX RATE EXCEEDING THE REVENUE NEUTRAL RATE (CONSIDERED DURING PUBLIC HEARING)

Mayor Roberts asked City Attorney to confirm procedure for the vote on the resolution based on the new law. City Attorney confirmed the City Council must consider and vote on the resolution in the public hearing including a roll call vote. Councilmember Lewis moved to approve, seconded by Councilmember Longanecker. The motion carried 3-1 by the following vote:

Yes: Longanecker, Lewis, Malloy
No: Conus
Absent: Lebakken

Mayor closed the Public Hearing at 7:47.

15. PUBLIC HEARING FOR 2026 RECOMMENDED BUDGET

Ms. Kindle reviewed the changes in the 2026 Recommended Budget since the Budget Work Session as outlined in the packet. Ms. Linn reviewed three additional handouts for City Council. The first handout illustrated the spread in appraised values in Edgerton as provided by Johnson County Appraisers Office. Ms. Linn stated that 25% of the properties decreased in value from 2024 to 2025, while 75% of properties increase in value during this time. The second handout reviewed by Ms. Linn was the Estimated Tax Notice for the property with the largest decrease in value in Edgerton. This property had a decrease in property taxes of \$247 in Edgerton taxes. This sheet also showed an increase in revenue of 14% or approximately \$342,000. Ms. Linn explained of this amount 77%, or \$263,399, comes from one building at LPKC coming fully onto the tax rolls for 2026 budget. The last handout reviewed by Ms. Linn was the Estimated Tax Notice for the property with largest increase. This handout showed an increase of \$253 paid in Edgerton city taxes. Ms. Linn stated that average increase in Edgerton taxes that would be paid would be \$26.

Ms. Olivia Baken, an Edgerton resident, expressed her concern regarding amount of salaries paid to City Administrator and other City employees. She does not understand why Edgerton would pay so high when average is lower. She also expressed concern about employee cost based on population of Edgerton. She stated that if the City would lower the budget for personnel overall, then they could lower the mill. She encouraged the City Council to focus on lowering salaries. She feels there is a way to hire staff for a lower budget.

Mr. Bill LaFalce, an Edgerton resident, expressed his ideas to try to succeed from Johnson County, especially due to appraisals and taxes. He would like the city to push back against the county. Mr. LaFalce asked City Council to consider withholding money from the county in protest.

Councilmember Conus expressed his concerns about staff salaries as well. Staff salaries have increased 160% and employee benefits 156%, while revenues only increased 21%. This means other programs have less money. He stated there are eight employees since 2017 who have had salary increases of 96%, which is three times larger than the national average. Councilmember Conus stated that Mayor Roberts does a great job in leading Edgerton, better than he could do. But when it comes to budget, Councilmember Conus expressed that it's the other way around.

Mayor Roberts discussed that this takes all of us, including citizens and their input. All of the elected officials are available to listen to comment, inside and outside meetings. He stated the City uses the citizen survey to understand the largest concerns of the citizens.

Mayor stated the law does not allow taxing businesses more than residential. He encouraged the public input to come forth in all council meetings. Mayor is more than willing to listen. Growth is important for the long-term goals of Edgerton. Walkability within the community is very important for citizens. There is potential for more revenue from property abatement roll off which could be used for projects like dam replacement and lake renovations. He has personally seen an individual who had struggled before making ends meet. Now this person, working at

LPKC, makes a decent wage. This wage has brought health insurance for their family, a vehicle, and more stable living. This is a true testament for the betterment of this community.

Mayor Roberts mentioned that the City does not collect the taxes. The County sends that to the City. He encouraged that the best way for people to be heard is to attend the same public hearings for all the taxing jurisdictions.

Councilmember Longanecker would like to see a comparison of what others cities pay their employees. He feels that the city provides people enough to keep the best employees here.

Councilmember Conus expressed concern that the City benchmarks against cities 114 times the populations of Edgerton. He believes Edgerton citizens are not seeing the same increases as City employees. He asked why Mayor and City Council salaries are not benchmarked to those same cities. Councilmember Conus believes the salaries for Edgerton are the highest they've seen.

Councilmember Longanecker responded in saying everything is the highest in the history of Edgerton.

15.5 ORDINANCE APPROVING AND AUTHORIZING THE CITY OF EDGERTON, KANSAS, TO ENTER INTO AN OMNIBUS AMENDMENT OF BOND DOCUMENTS RELATING TO ITS TAXABLE INDUSTRIAL REVENUE BONDS (WOODSTONE PROPERTIES, LLC PROJECT), SERIES 2024

City Administrator, Beth Linn reviewed the information in the packet. Also in attendance for meeting were representatives from City's Bond Counsel, Gilmore Bell, and counsel for Developer, Polsinelli. Mayor Roberts states growth is important to the community.

Councilmember Longanecker moved to approve, seconded by Councilmember Conus. The motion carried 4-0 by the following vote:

Yes: Longanecker, Lewis, Malloy, Conus
Absent: Lebakken

16. Report by the City Administrator

- Lake and Dam Information
 - CIP Project Manager, Ms. Holly Robertson, presents the information regarding the spillway, land culverts, and dam. A satisfactory report on conditions was made. The city has master planned options to consider with Edgerton Lake and Dam. This project is dependent on funding and prioritization within the CIP budget.
 - Councilmember Conus asked if there was probability of failure, and Ms. Robertson stated that because it is not eminent and no longer a high hazard

- dam, it was not necessary to calculate. Ms. Robertson emphasized that the state of the dam has been the same for many years.
- Councilmember Lewis expressed his support for having knowledgeable employees to do this stuff, and this is why they are paid for their knowledge. He would rather have these employees stay, than a constant rate of turnover like other cities.
 - Councilmember Longanecker mentioned this is one example of another project that would require funding.
 - Lead and Copper Rule Revision (LCRR) Update to Council
 - CIP Project Manager, Ms. Holly Robertson, presented, explaining new plans and rules.
 - Presentation of Space Needs Study
 - Josh Conard with incite Design Studio presented the Space Needs Study including review of all existing city buildings and conceptual possibilities for City Hall. Ms. Robertson explained the steps in the process for this. Ms. Linn reminded City Council that this was simply a master plan similar to others the City. This is not a funded project. Ms. Linn stated was the first step of many steps.
 - Councilmember Longanecker questioned the potential outside piece for ADA compliance. With historic preservation, Ms. Robertson explained they would have to make the outside match the rest of the original exterior.
 - Councilmember Conus asked how the historical registry could affect these potential plans. Ms. Linn stated that it would be regarding the exterior staying original, and this is not a funded project right now.
 - Councilmember Lewis liked the idea of centralized city staff, saying it would be better for staff and efficiency.
 - Mayor Roberts stated this information will be included in the upcoming CIP Work Session to be discussed with all the other CIP projects.

17. Report by the Mayor

Mayor Roberts asked if Sheriff Roberson has any updates for the community. Sheriff Roberson will host the annual Sheriff's Town Hall at The Greenspace on October 11, 2025, at 10am with some cool equipment to show. Mayor would like to thank everyone for attending the meeting tonight and encouraged keeping the lines of communication open. Mayor recommends the Citizen's Academy to learn how the Sherriff's office operates in a 10-week course. He stated the department does so much more that most even realize.

18. CONSIDER RECESSING INTO EXECUTIVE SESSION PURSUANT TO THE ATTORNEY/CLIENT EXCPTION TO INCLUDE CITY ATTORNEY AND CITY ADMINISTRATOR FOR THE PURPOSES OF CONTRACT NEGOTIATIONS (K.S.A. 75-4319(B)(2))

Mayor Roberts requested motion to recess into executive session for discussions.
Councilmember Lewis moved to recess into executive session pursuant to K.S.A 75-4319(B)(2)

for the purpose of discussing contract negotiations. Councilmember Conus seconded the motion. Motion passed 4-0.

The executive session will start at 9:25 PM and last 20 minutes. The open meeting will resume in the Council Chambers.

Councilmember Lewis moved to return to open session with no action being taken. Seconded by Councilmember Longanecker Motion passed 4-0, and the open session resumed at 9:46 PM.

19. Future Meeting Reminders

Mayor reminded the Council of the future meetings for the City Council and Planning Commission.

20. Adjourn

Councilmember Lewis moved to adjourn, seconded by Councilmember Malloy. The meeting was adjourned at 9:47 pm with a 4-0 vote.

Submitted by Dusti Callahan, City Clerk.

DRAFT

City Council Action Item

Council Meeting Date: September 25, 2025

Department: Administration

Agenda Item: Consider Agreement with the State of Kansas Setoff Program

Background/Description of Item:

The City participates in the Kansas Department of Administration's Accounts Receivable Setoff Program to help collect unpaid utility account balances and unpaid court fines. The Kansas Department of Administration is asking all program participants to sign an updated agreement. There are no changes to the way the program functions or the fees charged for the service.

The City Attorney has reviewed and approved the agreement.

Related Ordinance(s) or Statue(s): K.S.A. 75-6201 et seq.

Funding Source: N/A


Budget Allocated: N/A

Finance Director Approval: 
Karen Kindle, Finance Director

Recommendation: Approve the Agreement with the State of Kansas Setoff Program

Enclosed: State of Kansas Setoff Program Agreement

Prepared by: Karen Kindle, Finance Director



MUNICIPAL QUALIFICATION CERTIFICATION

I certify that my organization qualifies as a Municipality under the definition provided for in K.S.A. 75-6202(h), and amendments thereto:

“Municipality’ means any municipality as defined by K.S.A. 75-1117, and amendments thereto, or any community mental health center organized pursuant to the provisions of K.S.A. 19-4001 et seq., and amendments thereto, and licensed pursuant to K.S.A. 39-2001 et seq., and amendments thereto, or any mental health clinic organized pursuant to the provisions of K.S.A. 65-211 et seq., and amendments thereto, and licensed pursuant to K.S.A. 39-2001 et seq., and amendments thereto.”

Signature

Date

Name (Printed)

Title

MUNICIPAL AGREEMENT
STATE OF KANSAS SETOFF PROGRAM

NOW on this _____ day of _____, 20____, this agreement (“Agreement”) is entered into by the Accounts Receivable Setoff Program, Department of Administration, State of Kansas (“State”) and _____ (“Municipality”).

The Municipality desires to enter into this Agreement for the purpose of utilizing the debt setoff procedures provided for in K.S.A. 75-6201, *et. seq.* Upon execution of this Agreement by both parties, and upon compliance with the terms stated in this Agreement, the State agrees to allow the Municipality to begin utilizing the State of Kansas Debt Recovery System database (“KDRS”).

TERM OF AGREEMENT

This Agreement shall be in effect beginning _____, 20____ until termination.

TERMINATION

Either party may terminate this Agreement, without cause, upon 30 days written notice to the other party. Upon termination pursuant to this paragraph, the State shall pay the Municipality any monies held by the State for the Municipality pursuant to the terms of this Agreement. Upon termination of this Agreement pursuant to this paragraph, the Municipality agrees to pay the State any fees owed to the State as of the date of termination.

COLLECTION FEES

The State shall be entitled to a 19% collection fee for all monies collected on Municipality debts submitted by interface or other electronic medium acceptable to the State, with accompanying social security numbers (“SSNs”) or employer identification numbers (“EINs”). The State shall be entitled to a 24% collection fee for all monies collected on Municipality debts without accompanying SSNs or EINs, regardless of any subsequent re-entries of the same debt into the KDRS database. The State shall place the collection fee on top of the uploaded debt balance and net out its collection fee from collections made through the Setoff Program.

The State will transfer funds collected on debts to the Municipality on the 1st and 15th of each month net the collection fee retained by the State.

DEBT SUBMISSION REQUIREMENTS

When submitting a debt to the State, the Municipality shall submit to the State such data as the State may prescribe, in a form acceptable to the State. The Municipality shall provide, at a minimum, first and last name of the debtor or full name of the business, agency account number, a 25 character description of debt (e.g., parking fine, library book fine, property tax debt), and the current dollar amount of the debt (including late fees, interest, etc, but **excluding Setoff collection fees which will be added automatically once the debt is uploaded to KDRS**). Municipalities are strongly encouraged to also include the SSN or the EIN of the debtor. In the event a municipality submits a debt without an SSN or an EIN, the municipality must include additional information such as last known address, date of birth, driver’s license number and/or spouse’s name to enable the State to research and identify the SSN or EIN for the debtor. In addition, the Municipality shall certify that the debt is past due, in an amount equal to or greater than \$25, and at least three documented attempts have been made to collect the debt prior to its submission to KDRS.

ACCOUNT ADJUSTMENTS

The Municipality agrees to update the debt balance in KDRS immediately when a debt has been settled through payment in full or compromise, or when there has been a change to the debt balance (including, but not limited to, when a payment has been made directly to the Municipality or debt interest accumulations). The Municipality agrees to review all debt balances each calendar year. Upon notification via Creditor Agency Notice of Intent (“CANOI”) email that a match has been made against a debt owed to a Municipality, the Municipality has until 1 pm the same business day to verify the validity and accuracy of the debt in KDRS so that the notice mailed to the debtor is accurately reflecting the current debt balance. If the debt is valid and accurate, no action needs to be taken by the Municipality in KDRS. If the debt is invalid or inaccurate, debt balance adjustments shall be made in KDRS. In the event the 1 pm deadline on the first business day is missed, the Municipality has until 1pm the following business day to make necessary debt balance adjustments in KDRS. In this event, while KDRS will collect the correct amount, the notice mailed to the debtor will be inaccurate. For a detailed guide on how to complete these actions, see user manual in KDRS.

DECERTIFICATION OF DEBT

The Municipality may, at any time, decertify any debt previously submitted to the State. The Municipality shall decertify immediately any debt which has been compromised or paid in full. When debts are decertified subsequent to a match being made by the State against a payment in process, the Municipality shall provide a brief explanation as to the reason for the decertification in the ‘request adjustment notes’ box on the debt balance adjustment request page. The Municipality is not required to explain the reason for decertifying a

debt which is unmatched. If the municipality is unable to decertify a debt before the NOI is sent to the debtor, the Municipality has until 1 pm the following day to decertify the debt balance before the setoff order is complete which will prevent the final setoff from occurring.

BANKRUPTCY PROCEEDINGS

The Municipality agrees to immediately update the KDRS system upon receiving notice of any bankruptcy proceedings related to any of its debts that are in the KDRS system. If the State is made aware of any pending setoff collection that is subject to an automatic stay under bankruptcy procedures, the State will reverse the pending setoff collection and update KDRS to note the bankruptcy.

COLLECTION AGENCIES

If the Municipality chooses to utilize a third-party to manage debt collections through the KDRS system, the Municipality must supply the State with written consent and contact information for the third-party entity.

SUBMISSION AND RETURN OF ACCOUNTS

For accounts which are submitted by the Municipality without a SSN or EIN, the State will use its resources to determine the debtor’s SSN or EIN. In cases where such an identifying number is not found, the account will be returned to the Municipality by deletion from KDRS. The State reserves the right to refuse or return accounts at any time, without cause. The State will not accept from the Municipality debts of the State or any State agencies or of other municipalities, except as may be specifically allowed by law.

SETOFF APPEAL PROCESS

The Municipality acknowledges that the debtor may request a hearing to determine whether the debt claim is valid as provided for in K.S.A. 75-6207. The State utilizes the Office of Administrative Hearings to conduct the hearings. If the Municipality fails to appear at an OAH hearing, the Municipality will be charged the formal hearing fees.

CONTACT INFORMATION

The Municipality agrees to keep all contacts and user profiles current with the State. This includes the addition of users for new hires or new setoff responsibilities and deletions when users are terminated or no longer have setoff responsibilities.

For purposes of communication between the State and the Municipality in regard to debts submitted by the Municipality, the respective contact people are as follows:

Municipality Contact Information:

General Contact (Internal State use only for escalations): _____

Mailing Address: _____

City: _____ State _____ Zip _____

Telephone Number: _____ Fax Number: _____

Email Address: _____

Notification Contact (Given to public for debt questions): _____

Mailing Address: _____

City: _____ State _____ Zip _____

Telephone Number: _____ Fax Number: _____

Email Address: _____

Fund Transfer Contact (Internal State use only for questions about fund transfers):

Mailing Address: _____

City: _____ State _____ Zip _____

Telephone Number: _____ Fax Number: _____

Email Address: _____

State Contact Information:

Setoff Program Contact (For all inquiries related to the Setoff Program):

Telephone Number: (785) 296-4628

Email Address: KSSetoff@ks.gov

Fax Number: (785) 296-1477

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

Accounts Receivable Setoff Program, Kansas Department of Administration,
State of Kansas

By: _____

Title: _____

Municipality: _____

By: _____

Employer's Identification Number (FEIN): _____

City Council Action Item

Council Meeting Date: September 25, 2025

Department: Public Works

Agenda Item: Consider a Grant Agreement between the Kansas Department of Transportation and the City of Edgerton to Accept Funding through the Innovative Technology Grant Program of \$34,000 for 2025 Street Preservation Program.

Background/Description of Item:

In November of 2024, City Staff applied to the Kansas Department of Transportation (KDOT) for the Innovative Technology Grant Program. This program provides financial assistance for innovative transportation-related projects that promote safety, improve access or mobility and implement new transportation technology that does not currently exist in the local community of the project. The application submitted by the City of Edgerton included using automation and machine learning to develop Pavement Condition Index (PCI). Using this technology produces more accurate, safer, and less labor-intensive inspection of the road system. A refresh to the 2020 PCI was identified in the Street Preservation Program to take place in 2025.

By leveraging these grant dollars, the City of Edgerton is able to update the PCI of the road system and manage the road related assets for 3 years. Additionally, this project includes scoping and planning future road rehabilitation projects for the next 5 to 10 years using multiple scenarios.

In June of 2025, the City of Edgerton was notified of the grant award. On September 17, 2025, City Staff received the final grant agreement which noted the \$34,000 grant through KDOT and \$12,202 City cash match for a subtotal of \$46,202. The City match is within the project budget. Please note this grant, like most others, requires additional contractual provisions, regular and detailed progress reporting, and meticulous financial documentation requiring more staff time than a project without grant funds.

Later this evening the two contracts with Benesch and Streetscan/CityLogix to perform the work related to the Pavement Condition Index will be presented for City Council Approval. The fees associated with these contracts are included in the \$46,202 subtotal for the project. A breakdown of the overall 2025 Street Preservation Program is shown in the table below.

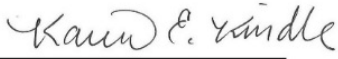
Description	Expenses		Budget
2025 Street Preservation Project Budget			\$240,716.00
Expenditures:			
Curb Work Contract		\$87,440.02	
KDOT Innovative Tech Grant Related Contracts			
Benesch Contract (PCI)	\$20,372.00		
Streetscan/CityLogix Contract (PCI)	\$25,830.00		
Total Grant Related Contracts		\$46,202.00	
Total 2025 Street Preservation Contracts			\$133,642.02
Remaining 2025 Street Preservation Budget			\$107,073.98

City Attorney has completed review of this agreement. City Staff recommends execution of the attached KDOT Innovative Technology Program grant agreement for the 2025 Street Preservation Program.

Related Ordinance(s) or Statute(s):

Funding Source: Special Highway Fund, PIF Maintenance Fee

Budget Allocated: \$240,716

x 

Finance Director Approval: Karen Kindle, Finance Director

Recommendation: Approval to Execute a Grant Agreement between the Kansas Department of Transportation and the City of Edgerton to Accept Funding through the Innovative Technology Grant Program of \$34,000 for 2025 Street Preservation Program.

Enclosed: Project No. N-0846-01 Grant Agreement

Prepared by: Holly Robertson, P.E. CIP Project Manager

PROJECT NO. N-0846-01
INNOVATIVE TECHNOLOGY PROGRAM
THE CITY OF EDGERTON, KANSAS

CONTRACT

This Grant Contract (“Contract”) is by and between the **Secretary of Transportation** (the “Secretary”), Kansas Department of Transportation (“KDOT”), and the city of **Edgerton, Kansas** (“Recipient”), collectively referred to as the “Parties.”

RECITALS:

A. As authorized by the Kansas Legislature through K.S.A. § 68-2314c(h) and K.S.A. § 75-5093, the Secretary has developed an Innovative Technology Grant Program (“Program”) under the Eisenhower Legacy Transportation Program.

B. The Program provides financial assistance to eligible applicants for eligible innovative technology projects (“Eligible Projects”) that improve safety, increase total technology investment, and help both rural and urban areas of the state improve the transportation system.

C. The Recipient desires to participate in the Program and has submitted an application to the Secretary to participate in the Program and receive financial assistance for an innovative technology project.

D. The Secretary has determined the Recipient meets the Program’s eligibility requirements and desires to grant an Award of Program funds to the Recipient to administer the Program in accordance with federal, state, and local laws and guidelines promulgated thereunder, in addition to the provisions found in and incorporated into this Contract.

E. The Secretary and the Recipient are empowered by the laws of Kansas to enter into agreements for the construction of transportation projects in the state of Kansas.

F. Cities and counties are, under certain circumstances, entitled to receive assistance in the financing of the construction and reconstruction of streets and state highways, provided however, in order to be eligible for such state aid, such work is required to be done in accordance with the laws of Kansas.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the Parties hereby agree as follows:

ARTICLE I: DEFINITIONS

The following terms as used in this Contract have the designated meanings:

1. “**Contract**” means this written document, including all attachments and exhibits,

evidencing the legally binding terms and conditions of the agreement between the Parties.

2. “**Construction**” means the work done on the Project after Letting, consisting of building, altering, repairing, improving, or demolishing any structure, building or highway; any drainage, dredging, excavation, grading, or similar work upon real property.

3. “**Construction Contingency Items**” means unforeseeable elements of cost within the defined project scope identified after the Construction phase commences.

4. “**Construction Engineering**” means inspection services, material testing, engineering consultation, and other reengineering activities required during Construction of the Project.

5. “**Consultant**” means any engineering firm or other entity retained to perform services for the Project.

6. “**Contractor**” means the entity awarded the construction contract for the Project, if applicable, and any subcontractors working for the Contractor with respect to the Project.

7. “**Design Plans**” means design plans, specifications, estimates, surveys, and any necessary studies or investigations, including, but not limited to, environmental, hydraulic, and geological investigations or studies necessary for the Project under this Contract.

8. “**Effective Date**” means the date this Contract is signed by the Secretary or the Secretary’s designee.

9. “**Encroachment**” means any building, structure, farming, vehicle parking, storage or other object or thing, including but not limited to signs, posters, billboards, roadside stands, fences, or other private installations, not authorized to be located within the Right of Way which may or may not require removal during Construction pursuant to the Design Plans.

10. “**Federal, state, and local laws**” means all applicable statutes, rules, regulations, executive orders, directives, and other laws, including all laws as presently in effect and as may be amended or otherwise altered during the term of this Contract, and all such laws which may be enacted or otherwise become effective during the term of this Contract.

11. “**Final Report**” means a summary prepared by the Recipient describing Project deployment and expected outcomes, which the Recipient shall submit to the Secretary no later than six months following completion of the project.

12. “**Innovative Technology Grant Program**” or “**Program**” means the grant program as described in K.S.A. § 68-2314c(h), which provides funding for eligible multimodal transportation-related innovative technology projects in accordance with K.S.A. § 75-5093, and amendments thereto, that meet an important transportation need such as improving safety, access, and/or mobility while increasing the state’s total technology investment in rural and urban areas of the state.

13. “**Inspector**” means an individual who is a Licensed Professional Engineer or is supervised by a Licensed Professional Engineer; is provided by the Recipient to observe the work performed and test the materials used in an approved project according to its plans and contract documents; and has successfully completed KDOT’s certified inspector training appropriate for the work being inspected.

14. “**KDOT**” means the Kansas Department of Transportation, an agency of the State of Kansas, with its principal place of business located at 700 SW Harrison Street, Topeka, KS 66603-3745.

15. “**Licensed Professional Engineer**” means a person licensed as a professional engineer by the state board of technical professions pursuant to K.S.A. § 74-7001, et seq., and amendments thereto.

16. “**MUTCD**” means the latest version of the Manual on Uniform Traffic Control Devices as adopted by the Secretary.

17. “**Non-Participating Costs**” means the costs of any items or services which the Secretary, acting on the Secretary’s own behalf, reasonably determines are not an integral part of the Project.

18. “**Participating Costs**” means expenditures for items and/or services that are (1) an integral part of the Project, as reasonably determined by the Secretary, and; (2) eligible for reimbursement by the Secretary using Program funds.

19. “**Parties**” means the Secretary of Transportation and KDOT, individually and collectively, and the Recipient.

20. “**Preliminary Engineering**” or “**PE**” means the necessary and integral Project pre-construction activities and/or services which include, but are not limited to, the preparation of Design Plans and other such work and/or services necessary for and integral to the Project before the Recipient Lets or Constructs the Project. Such activities and/or services may be performed by the Recipient but are generally performed by a consulting engineering firm.

21. “**Procurement**” means the purchase of items and/or services necessary for the Project in accordance with all applicable federal, state, and local requirements.

22. “**Project**” means the endeavor undertaken by the Recipient that is the subject of this Contract being: Automated Pavement Condition Index (PCI) and asset management for the city’s road system in the city of Edgerton, Kansas.

23. “**Project Application**” means the Recipient’s Innovative Technology Project Application for Program funds, which includes additional project details, which is incorporated into this Contract by this reference.

24. “**Project Completion Date**” means the date by which the Project shall be completed. The

Project Completion Date shall be December 31, 2027.

25. “**Project Limits**” means that area of Construction for the Project, including all areas between and within the Right of Way boundaries as shown on the Design Plans.

26. “**Recipient**” means the City of Edgerton, Kansas, with its principal place of business located at 404 E Nelson Street, Edgerton, KS 66021.

27. “**Right of Way**” means the real property and interests therein necessary for Construction of the Project, including fee simple title, dedications, permanent and temporary easements, and access rights, as shown on the Design Plans.

28. “**Secretary**” means the Secretary of Transportation of the State of Kansas, the Secretary’s successors and assigns, and KDOT, individually and collectively.

29. “**Utilities**” or “**Utility**” means all privately, publicly, or cooperatively owned lines, facilities, and systems for producing, transmitting, or distributing communications, power, electrical, light, heat, gas, oil, crude products, water, steam, waste, and other similar commodities, including non-transportation fire and police communication systems which directly or indirectly serve the public.

ARTICLE II: FUNDING

1. **Funding.** The Parties agree costs and contributions are estimates to be used for encumbrance purposes and may be subject to change.

The total estimated Project cost is \$46,202.00, and shall be apportioned as follows:

Secretary Share: \$34,000.00.

Recipient Share: \$12,202.00.

ARTICLE III: SECRETARY’S RESPONSIBILITIES

1. **Reimbursement Payments.** The Secretary will make partial payments to the Recipient for amounts not less than \$1,000.00 and no more frequently than monthly only after receipt of proper billing from the Recipient, and if the Project involves Construction, approval by a Licensed Professional Engineer, a licensed professional architect, and/or licensed landscape architect, as applicable, employed by the Recipient that the Project is being constructed within substantial compliance of the Design Plans and the Project Application.

2. **Technical Assistance.** The Secretary will provide the Recipient, upon request, with technical advice and assistance regarding the Project.

ARTICLE IV: RECIPIENT'S RESPONSIBILITIES

1. **Accountability for Funds.**

a. **Cost Accounting.** Upon request by the Secretary, and in order to enable the Secretary to report all costs of the Project to the legislature, the Recipient shall provide the Secretary an accounting of all actual Non-Participating Costs which are paid directly by the Recipient to any party outside of the Secretary and all costs incurred by the Recipient not to be reimbursed by the Secretary for any phase or any other major expense associated with the Project.

b. **Project Audits.** The Recipient shall participate and cooperate with the Secretary in any audit of the Project. The Recipient shall make its records and books available to representatives of the Secretary for audit for a period of five (5) years after date of final payment under this Contract. If any such audits reveal payments have been made with state funds by the Recipient for items considered Non-Participating Costs, the Recipient shall promptly reimburse the Secretary for such items upon notification by the Secretary.

c. **Retention of Records.** The Recipient shall maintain accounting records and other evidence pertaining to the costs incurred and make the records available at its office at all reasonable times during the period of Contract performance and for five (5) years thereafter. Such accounting records and other evidence pertaining to the costs incurred shall be made available for inspection by the Secretary or the Secretary's authorized representatives, and copies thereof shall be furnished if requested.

d. **Cancellation by Recipient.** If the Recipient cancels the Project, it shall reimburse the Secretary for any costs incurred by the Secretary prior to the cancellation of the Project. The Recipient agrees to reimburse the Secretary within thirty (30) days after receipt by the Recipient of the Secretary's statement of the cost incurred by the Secretary prior to the cancellation of the Project.

2. **Authority.** By signing this Contract, the Recipient certifies that the signatory has legal and actual authority as representative and agent for the Recipient to enter into this Contract. The Recipient shall take any administrative, legal, or other steps necessary to give full effect to the terms of this Contract.

3. **Authorization to Secure Benefits of State Funding.** The Recipient authorizes the Secretary to take such steps as deemed necessary or advisable by the Secretary to secure the benefits of state aid for this Project.

4. **Compliance with Federal and State Laws.** The Recipient shall comply with all applicable state and federal laws and regulations applicable to this Project.

5. **Contracting by Recipient.** If the Project involves Construction, the following provisions shall apply:

a. Consultant Contract Language. The Recipient shall include language requiring conformity with subsection (a)(iv) of Article IV, paragraph 7 in all contracts between the Recipient and any Consultant with whom the Recipient has contracted to perform services for the Project. In addition, any contract between the Recipient and any Consultant retained by them to perform any of the services described or referenced in this paragraph for the Project covered by this Contract must contain language requiring conformity with subsection (a)(iv) of Article IV, paragraph 7. In addition, any contract between the Recipient and any Consultant with whom the Recipient has contracted to prepare and certify Design Plans for the Project covered by this Contract must also contain the following provisions:

i. Completion of Design. Language requiring completion of all plan development stages no later than the current Project schedule's due dates as issued by KDOT, exclusive of delays beyond the Consultant's control.

ii. Progress Reports. Language requiring the Consultant to submit to the Recipient (and to the Secretary upon request) progress reports at monthly or at mutually agreed intervals in conformity with the official Project schedule.

iii. Third-Party Beneficiary. Language making the Secretary a third-party beneficiary in the agreement between the Recipient and the Consultant. Such language shall read:

“Because of the Secretary of Transportation of the State of Kansas’ (Secretary’s) obligation to administer state funds, federal funds, or both, the Secretary shall be a third-party beneficiary to this agreement between the Recipient and the Consultant. This third-party beneficiary status is for the limited purpose of seeking payment or reimbursement for damages and costs the Secretary or the Recipient or both incurred or shall incur because the Consultant failed to comply with its contract obligations under this Contract or because of the Consultant’s negligent acts, errors, or omissions. Nothing in this provision precludes the Recipient from seeking recovery or settling any dispute with the Consultant as long as such settlement does not restrict the Secretary’s right to payment or reimbursement.”

b. Performance Bond. The Recipient shall require the Contractor to provide a performance bond in a sum not less than the amount of the contract as awarded.

c. Sworn Statements of Third Parties. The Recipient shall require each third party it has retained for the Project to certify it has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the Project. The sworn statement shall be in the form of an affidavit and shall be sworn to before a person who is authorized by the laws of Kansas to administer oaths. The original of the sworn statement shall be filed with the Recipient when the proposal is submitted, a copy of which the Recipient shall submit to the Secretary upon the Secretary's request.

d. Third-Party Indemnification. The Recipient shall require all third parties the Recipient retains for the Project that are not a party to this Contract to indemnify, hold harmless, and save

the Secretary and the Recipient from all claims including, but not limited to, personal injury and property damage claims, arising out of the act of omission of any third party the Recipient retains for the project, their agents, subcontractors (at any tier), or suppliers (at any tier). If the Secretary or the Recipient defends a third party's claim, the third party, as the case may be, shall indemnify the Secretary and the Recipient for damages paid to the third party and all related expenses either the Secretary, the Recipient, or both incur in defending the claim.

6. **Inspections by Secretary; Corrective Work.** Representatives of the Secretary may make periodic inspections of the Project and the records of the Recipient as may be deemed necessary or desirable. The Recipient shall direct or cause its Contractor to accomplish any corrective action or work required by the Secretary's representative as needed for a determination of state participation. The Secretary does not undertake (for the benefit of the Recipient, the Contractor, the Consultant, or any third party) the duty to perform day-to-day detailed inspection of the Project or to catch the Contractor's errors, omissions, or deviations from the Project Application and, if applicable, the Design Plans.

7. **Design Provisions.**

a. If the Project involves Construction, the following provisions apply:

i. **Preparation and Completion of Design Plans.** The Recipient shall prepare or have prepared Design Plans for the Project, which shall comply with the Board of Technical Professions requirements and be completed no later than the Project schedule's due dates as set by the Secretary, exclusive of uncontrolled delays.

ii. **Submission of Plans to Secretary.** The Recipient shall submit to the Secretary a complete copy of the Design Plans for the Project by a Licensed Professional Engineer, a licensed professional architect, and/or licensed landscape architect, as applicable, attesting to the conformity of the Design Plans with subsection (a)(iv) of Article IV, paragraph 7 If applicable, the Design Plans shall be signed and sealed by the Licensed Professional Engineer, licensed professional architect, and/or licensed landscape architect, as applicable, responsible for preparation of the Design Plans. Geological investigations or studies shall be signed and sealed by either a licensed geologist or Licensed Professional Engineer who is responsible for the preparation of the geological investigations or studies. All technical professionals involved in the Project are required to meet the applicable licensing, certification, and other requirements as stated in K.S.A. § 74-7001, *et seq.*

iii. **Responsibility for Adequacy of Design.** The Recipient shall be responsible for and require any Consultant the Recipient retains for the Project to be responsible for the adequacy and accuracy of the Design Plans for the Project. Any review of these items performed by the Secretary or the Secretary's representatives is not intended to and shall not be construed to be an undertaking of the Recipient's or any of the Recipient's Consultant's duty to provide adequate and accurate Design Plans for the Project. Reviews by the Secretary are not done for the benefit of the Consultant, the construction

Contractor, the Recipient, any other political subdivision, or the traveling public. The Secretary makes no representation or any express or implied warranty to any person or entity concerning the adequacy or accuracy of the Design Plans for the Project, or any other work performed by the Consultant or the Recipient.

iv. Conformity of Plans. The Recipient shall accurately and adequately design and construct or have the Project accurately and adequately designed and constructed, in conformity with federal, state, and local laws and design criteria appropriate for the Project. The Secretary makes no representation or any express or implied warranty to any person or entity concerning the adequacy or accuracy of the Design Plans for the Project, or any other work performed for the Project by or for the Recipient.

v. Retention of Design Plans. The Recipient shall maintain a complete set of reproducible Design Plans, as-built prints, approved shop drawings, and structural materials certification for five (5) years after the Project's completion. The Recipient shall make such reproducible prints, drawings, and certifications available for inspection by the Secretary upon the Secretary's request. The Recipient shall provide access to or copies of all the above-mentioned documents to the Secretary.

vi. Project Testing and Deployment. The Recipient shall test and deploy the Project in accordance with the Project Application and, if applicable, the Design Plans.

b. If the Project involves software or technology infrastructure, such software or technology infrastructure shall be designed by a certified professional.

8. **Funding Terms and Conditions**.

a. Procurement. If the Project involves Procurement, the following provisions apply:

i. Methods of Procurement. The Recipient shall procure services and items including, but not limited to, any equipment and materials that are necessary to complete the Project in accordance with documented procurement methods of either the Recipient or the Secretary.

ii. Procurement of Items and Services. The Recipient shall procure all items and services necessary to complete the Project in accordance with the Project Application and Design Plans. The Recipient shall submit to the Secretary one (1) invoice showing the quantity and type of each item and/or service procured for the Project.

iii. Procurement Documentation. The Recipient shall separately list and itemize all Participating Cost procurement items and/or services from the Non-Participating procurement items and/or services on the Final Design Plans and procurement documents.

iv. Itemization of Participating Costs. The Recipient shall submit to the Secretary an

itemized list of all Participating Cost items and/or services to be used in the Project. If the Recipient submits an incomplete list of all Participating Cost items and/or services to be used for the Project, the incomplete list will be returned to the Recipient which may result in a delay of reimbursement payments to the Recipient.

b. Reimbursement Payments. Reimbursement payments made to the Recipient by the Secretary shall only be made after receipt of proper billing and approval by the Recipient that the Project is in substantial compliance with the Project Application, and if the Project involves Construction, a Licensed Professional Engineer, a licensed professional architect, and/or licensed landscape architect, employed by the Recipient that the Project is being constructed within substantial compliance of the Design Plans and Project Application.

c. Payment of Consultants and Contractors. The Recipient shall remit all payments due to each party the Recipient retains for the purpose of completing the Project which includes, but is not limited to, Consultants and Contractors, the portion of cost borne by the Secretary, in a timely manner upon the Recipient's receipt of invoices itemizing all expenses for which payment is due.

d. Repayment. If the Project involves procurement of equipment, the Recipient acknowledges and warrants equipment purchased under this Contract shall be used in accordance with the Project scope detailed in the Project Application. If the equipment is not being used during its customary useful life under industry standards or not in accordance with the Project scope, the Recipient shall reimburse the Secretary for the cost of such equipment less any depreciation value. The Recipient shall make payment within thirty (30) days after receiving notice from the Secretary for reimbursement of the purchase cost minus depreciation.

e. Prior Costs Incurred. The Recipient shall be responsible for one hundred percent (100%) of any Project costs incurred by the Recipient for the Project prior to the funding for the Project being authorized, obligated, and approved by the Secretary.

9. Incorporation of Project Application. The Recipient shall undertake and complete the Project in conformance with the Project Application, which is incorporated into this Contract by this reference, and in accordance with the terms and conditions of this Contract.

10. Indemnification by Recipient. To the extent permitted by law and subject to the maximum liability provisions of the Kansas Tort Claims Act, the Recipient shall defend, indemnify, hold harmless, and save the Secretary and the Secretary's authorized representatives from any and all costs, liabilities, expenses, suits, judgments, damages to persons or property, or claims of any nature whatsoever arising out of or in connection with the provisions or performance of this Contract by the Recipient, the Recipient's agents, employees, or subcontractors. The Recipient shall not be required to defend, indemnify, hold harmless, and save the Secretary for negligent acts or omissions of the Secretary or the Secretary's authorized representatives or employees.

11. Inspections. If the Project involves Construction, the Recipient is responsible for providing Construction Engineering for the Project in accordance with any applicable state and local rules and guidelines and the following provisions apply.

a. By Recipient Personnel. Recipient personnel who are fully qualified to perform the inspection services in a competent and professional manner may be utilized by the Recipient to inspect the Project, in which case the Recipient shall provide the Secretary with a list of such personnel who will act as the assigned inspectors and their certifications.

b. By a Consultant. If the Recipient does not have sufficient qualified engineering employees to accomplish the Construction Engineering on this Project, it may engage the professional services of a qualified consulting engineering firm to do the necessary services. The Consultant retained must represent it is in good standing and full compliance with the statutes of the State of Kansas for registration of professional engineers (K.S.A. § 74-7021), the FHWA and all federal agencies, provide personnel who are fully qualified to perform the services in a competent and professional manner, and provide the Secretary with a list of assigned inspectors and their certifications.

c. Protective Clothing. The Recipient shall require at a minimum all Recipient personnel and all Consultant personnel performing Construction Engineering to comply with the high visibility requirements of the MUTCD, Chapter 6E.02, High-Visibility Safety Apparel. If the Recipient executes an agreement for Construction Engineering, the agreement shall contain this requirement as a minimum. The Recipient may set additional clothing requirements for adequate visibility of personnel.

12. Insurance. If the Project involves Construction, the Recipient shall require the Contractor to obtain insurance only from insurers authorized to transact insurance business in Kansas as an authorized, admitted insurer. If the Contractor is unable to obtain an admitted insurer under K.S.A. § 40-214, the Recipient shall request the Secretary's permission to allow the Contractor to use a non-admitted insurer authorized to write excess surplus lines coverage under K.S.A. § 40-246e. In such cases, the Contractor must be prepared to demonstrate to the Secretary and the Kansas Insurance Commission why the Contractor was unable to use an admitted carrier as required by State statute. The Recipient shall require the Contractor to use only forms that the Kansas Insurance Commission has approved unless the Secretary has given permission to use a non-admitted insurer under K.S.A. § 40-246e. The Contractor must include any endorsements that the Kansas Insurance Commission requires. In addition, the Recipient shall require the Contractor to comply with the following insurance provisions:

a. "Commercial General Liability" insurance in an amount of a minimum of \$1,000,000.00 each occurrence, \$2,000,000.00 aggregate for bodily injury and property damage combined, and \$2,000,000.00 aggregate for products and completed operations. At a minimum, the Commercial General Liability Policy shall contain the following coverages:

- i. Premises and operations;
- ii. XCU (explosion, collapse, and underground hazards);
- iii. Products and completed operations; and

iv. Contractual liability (for Contractor's indemnification obligations).

b. "Automobile Liability" insurance in an amount at a minimum of \$1,000,000.00 each occurrence for bodily injury and property damage combined and that covers owned, hired, and non-owned vehicles.

c. "Workers' Compensation" and "Employer's Liability" insurance that complies with K.S.A. § 44-532, related statutes, and amendments thereto.

d. At the KDOT Project monitor's request, the Recipient shall provide copies of the Contractor's insurance policies and certificates of insurance showing the Contractor carries insurance in the amounts and types required and showing the effective and expiration dates of such insurance. The certificates shall provide that the insurance company endeavors to give the Recipient thirty (30) days' notice of policy cancellation, policy non-renewal, or a material change in the policy.

13. **Letting and Administration by Recipient.** If the Project involves Construction, the Recipient shall Let the contract for the Project and shall award the contract to the lowest Responsible Bidder upon concurrence in the award by the Secretary. The Recipient further agrees to administer the Construction of the Project in accordance with the Design Plans, and the current version of the Recipient's currently approved procedures, and administer the payments due the Contractor, including the portion of the cost borne by the Secretary.

14. **Project Documents.**

a. **Seals and Signatures.** If applicable, the Recipient shall comply with all federal, state, and local laws and regulations governing the requirements for the sealing and signing of Project documents in accordance with K.A.R. 66-6-1.

b. **Reports.** The Recipient shall submit to the Secretary a Final Report, which shall include a summary of Project deployment and expected outcomes, no later than six (6) months following completion of the Project.

15. **Responsibilities Upon Project Completion.** If the Project involves Construction, the following provision applies:

a. **Maintenance, Inspections, and Repairs.** When the Project is completed, the Recipient shall, at its own cost and expense, maintain, inspect, and make necessary repairs of the Project and make ample provision each year for the same. Project maintenance includes, but is not limited to, snow removal. If notified by the State Transportation Engineer of any unsatisfactory maintenance condition, the Recipient shall begin the necessary repairs within a reasonable time not to exceed thirty (30) days and prosecute the work continuously until it is satisfactorily completed. Any notification by the State Transportation Engineer, however, is not intended to and shall not be construed to be an undertaking of the Recipient's duties and obligations to maintain, inspect, and make necessary repairs to the Project.

16. **Right of Way**. If the Project involves any KDOT Right of Way, all Right of Way provided for the Project shall be used solely for public street purposes. Any disposal of or change in the use of Right of Way or in access after Construction of the Project shall require prior written approval by the Secretary.

17. **Traffic Control**. If the Project involves Construction, the Recipient agrees to the following with regard to traffic control for the Project:

a. **Temporary Traffic Control**. The Recipient shall provide a temporary traffic control plan within the Design Plans, which includes the Recipient's plan for handling multi-modal traffic during Construction, including detour routes and road closings, if necessary, and installation of alternate or temporary pedestrian accessible paths to pedestrian facilities in the public Right of Way within the Project Limits. The Recipient's temporary traffic control plan must be in conformity with the latest version of the **MUTCD**, as adopted by the Secretary, and be in compliance with the American Disabilities Act of 1990 (ADA) as amended by the ADA Amendments Act of 2008, implementing regulations at 28 C.F.R. Part 35, and Federal Highway Administration (FHWA) rules, regulations, and guidance pertaining to the same.

b. **Permanent Traffic Control**. The location, form, and character of informational, regulatory, and warning signs of traffic signals, and of curb and pavement or other markings installed or placed by any public authority, or other agency as authorized by K.S.A. § 8-2005, must conform to the latest version of the **MUTCD** as adopted by the Secretary.

c. **Parking Control**. The Recipient shall control parking of vehicles within the Project Limits throughout the length of the Project covered by this Contract.

d. **Traffic Movements**. The arterial characteristics inherent in the Project shall be uniform in information and regulations to the end that traffic may be safely and expeditiously served. The Recipient shall adopt and enforce rules and regulations governing traffic movements deemed necessary and/or desirable by the Secretary.

18. **Utilities**. If the Project involves Construction, the Recipient shall be solely responsible for determining location of and relocating and/or adjusting utilities in an expeditious manner and, if applicable, certifying that all privately owned utilities are properly permitted.

ARTICLE V: GENERAL PROVISIONS

1. **Acceptance**. No contract provision or use of items by the Secretary shall constitute acceptance or relieve the Recipient of liability in respect to any expressed or implied warranties.

2. **Amendment**. Any amendment to this Contract shall be in writing and signed by the Parties.

3. **Binding Agreement**. This Contract and all contracts entered into under the provisions of this Contract shall be binding upon the Secretary and the Recipient and their successors in office.

4. **Cash Basis and Kansas Budget Laws.** Nothing in this Contract is intended to violate the provisions of the Kansas Cash Basis Law (K.S.A. § 10-1100, *et seq.*) and the Kansas Budget Law (K.S.A. § 79-2935, *et seq.*) and at all times should be construed and interpreted so as to ensure that the Recipient is at all times in compliance with such laws.

5. **Certification of Procurement.** The Recipient shall comply with the “**Certification of Company Not Currently Engaged in The Procurement or Obtainment of Certain Equipment, Services, or Systems,**” which is attached to and made a part of this Contract.

6. **Certification Regarding No Boycott of Israel.** If the total value of this Contract exceeds \$100,000.00, a **Certification of Company Not Currently Engaged in a Boycott of Goods or Services from Israel** shall be attached to and incorporated into this Contract.

7. **Certification Regarding Sexual Harassment.** If the Recipient is not a local public authority, the Recipient shall comply with Executive Order 18-04 (February 5, 2018), by signing the **Policy Regarding Sexual Harassment Attachment**, which shall be attached to and incorporated into this Contract by this reference.

8. **Civil Rights Act.** The **Civil Rights Act Attachment** pertaining to the implementation of the Civil Rights Act of 1964, is attached to and incorporated into this Contract by this reference.

9. **Compliance with Federal and State Laws.** The Recipient shall comply with all applicable state and federal laws and regulations. The Recipient represents and warrants that any Contractor and/or Consultant performing any services on the Project shall also comply with all applicable state and federal laws and regulations.

10. **Confidentiality.** Documents and information pertaining to this Contract shall not be disclosed to any third person or entity not a Party to this Contract unless required to do so pursuant to the Kansas Open Records Act (KORA) K.S.A. § 45-215, *et seq.* or by order of court or subpoena.

11. **Contractual Provisions.** The provisions found in the current version of the **Contractual Provisions Attachment (Form DA-146a)**, which is attached hereto, are hereby incorporated into this Contract, and made a part thereof.

12. **Counterparts.** This Contract may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement.

13. **Debarment of State Contractors.** Any Contractor who defaults on delivery or does not perform in a satisfactory manner as defined in this Contract may be barred for up to a period of three (3) years, pursuant to K.S.A. § 75-37,103, or have its work evaluated for pre-qualification purposes. Contractors retained by the Recipient for the Project shall disclose any conviction or judgment for a criminal or civil offense of any employee, individual or entity which controls a company or organization or shall perform work under this Contract that indicates a lack of business integrity or business honesty. This includes (1) conviction of a criminal offense for obtaining or attempting to obtain a public or private contract or subcontract or in the performance of such

contract or subcontract; (2) conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, or receiving stolen property; (3) conviction under state or federal antitrust statutes; and (4) any other offense to be so serious and compelling as to affect responsibility as a state contractor. An individual or entity shall be presumed to have control of a company or organization if the individual or entity directly or indirectly, or acting in concert with one or more individuals or entities, owns or controls 25 % or more of its equity, or otherwise controls its management or policies. Failure to disclose an offense may result in a breach of this Contract for cause.

14. **Entire Agreement.** This Contract, with all attached documents listed in the Index of Attachments, expresses the entire agreement between the Parties with respect to the Project. No representations, promises, or warranties have been made by the Parties that are not fully expressed or incorporated by reference in this Contract.

15. **Headings.** All headings in this Contract have been included for convenience of reference only and are not to be deemed to control or affect the meaning or construction or the provisions herein.

16. **Incorporation of Design Plans.** The final Design Plans for the Project are made a part of this Contract by this reference.

17. **Independent Contractor Relationship.** The relationship of the Secretary and the Recipient shall be that of an independent contractor, and nothing in this Contract shall be construed to create a partnership, joint venture, or employee-employer relationship. The Recipient is not the agent of the Secretary and is not authorized to make any representation, contract, or commitment on behalf of the Secretary. It is expressly understood that any individual performing services under this Contract on behalf of the Recipient shall not be deemed to be an employee or independent contractor of the Secretary, and such individual shall not be entitled to tax withholding, workers' compensation, unemployment compensation or any employee benefits, statutory or otherwise, from the Secretary. The Recipient shall be solely responsible for the reporting and payment of income, social security, and other employment taxes due to the proper taxing authorities with respect to such personnel. The Recipient shall indemnify, defend and hold harmless the Secretary and its directors, officers, employees, and agents from and against any and all costs, losses, damages, liabilities, expenses, demands, and judgments, including court costs and attorney's fees, relating to the reporting and payment of income, social security, and other employment taxes and the provision of employee benefits (including but not limited to workers' compensation, unemployment insurance, and health insurance coverage or assessable payments required under state or federal laws) with respect to such individual performing services under this Contract on behalf of the Recipient. This provision shall survive the expiration or termination of this Contract.

18. **Industry Standards.** Where not otherwise provided in this Contract, materials or work called for in this Contract shall be furnished and performed in accordance with best established practice and standards recognized by the contracted industry and comply with all applicable federal, state, and local laws and rules and regulations promulgated thereunder.

19. **K.S.A. § 46-239(c) Certification**. If the Recipient is not a local public authority, the Recipient shall certify its compliance with K.S.A. § 46-239(c) by signing the **Certification of Compliance with K.S.A. § 46-239(c) Attachment**, which shall be attached to and incorporated into this Contract by this reference.

20. **No Third-Party Beneficiaries**. No third-party beneficiaries are intended to be created by this Contract and nothing in this Contract authorizes third parties to maintain a suit for damages pursuant to the terms or provisions of this Contract.

21. **Nondiscrimination and Workplace Safety**. The Recipient shall comply with all federal, state, and local laws, and rules and regulations prohibiting discrimination in employment and controlling workplace safety. Any violations of applicable laws, rules, or regulations may result in termination of this Contract,

22. **Notices**. Any notice required or submitted under this Contract shall be deemed given if personally delivered or mailed by registered or certified mail, return receipt requested and postage prepaid, to the following addresses of the Parties or such other addresses as either party shall from time to time designate by written notice. Any notice required or submitted under this Contract shall be deemed given if personally delivered or mailed by registered or certified mail, return receipt requested and postage prepaid, to the following addresses of the Parties or such other addresses as either party shall from time to time designate by written notice.

The Secretary:
Kansas Department of Transportation
Attn: Mitch Sothers
Bureau of Innovative Technologies
700 SW Harrison Street, 2nd floor
Topeka, KS 66603-3754

The Recipient:
The City of Edgerton, Kansas
Attn: Holly Robertson
404 E Nelson St.
Edgerton, KS 66021

23. **Prohibition of Certain Technologies**. The Recipient shall comply with 2 C.F.R. § 200.216 and 2 C.F.R. § 200.471 regulations. Such regulations provide that recipients and sub-recipients of federal funds are prohibited from obligating or expending loan or grant funds to 1) procure or obtain; 2) extend or renew a contract to procure or obtain, or; 3) enter into a contract to procure or obtain telecommunication or video surveillance equipment, services, or systems produced by: Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); and Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). Any expenditures for such telecommunication or video surveillance equipment, services or systems are unallowable costs and will not be reimbursed.

24. **Project Modifications**. The Recipient shall send formal notice and request for approval to the Secretary for changes to the Project that include, but are not limited to, the following:

- a. Fiscal Year the Project is to be awarded.

- b. Project description.
- c. Project scope.
- d. Project Completion Date.
- e. Project funding.

Any changes in the plans and specifications during deployment shall require the Secretary's written approval.

25. **Restriction on State Lobbying.** Funds provided by the Secretary under this Contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this Contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.

26. **Severability.** If any provision of this Contract is determined by a court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this Contract shall not be affected, and each provision of this Contract shall be enforced to the fullest extent permitted by law.

27. **Technical Advice and Assistance; Limitations.** Technical advice, assistance, or both, provided by the Secretary under this Contract shall not be construed as an undertaking by the Secretary of the duties of the Recipient or any other individual or entity, or the duties of any Consultant, Contractor, Licensed Professional Engineer, or Inspector hired by the Recipient.

28. **Termination.** If, in the judgment of the Secretary, sufficient funds are not appropriated to continue the function performed in this Contract and for the payment of the charges hereunder, the Secretary may terminate this Contract at the end of its current Fiscal Year. The Secretary will participate in all costs approved by the Secretary incurred prior to the termination of the Contract.

29. **Waiver.** A Party's failure to exercise, or delay in exercising any right, power, or privilege under this Contract shall not operate as a waiver. Further, no single or partial exercise of any right, power, or privilege shall preclude any other or further exercise thereof.

The signature page immediately follows this paragraph.

IN WITNESS WHEREOF the Parties have caused this Contract to be signed by their duly authorized officers as of the Effective Date.

Recipient: The City of Edgerton, Kansas

Kansas Department of Transportation
Secretary of Transportation

Signature

Greg M. Schieber, P.E. (Date)

Printed Name

Deputy Secretary and
State Transportation Engineer

Title

Date

Index of Attachments

- Certification of Company not Currently Engaged in the Procurement or Obtainment of Certain Equipment, Services, or Systems
- Certification of Company not Currently Engaged in a Boycott of Goods or Services from Israel
- Policy Regarding Sexual Harassment
- Civil Rights Act Attachment
- Contractual Provisions Attachment (Form DA-146a)
- Certification of Compliance with K.S.A. § 46-239(c) Attachment

**CERTIFICATION OF COMPANY NOT CURRENTLY ENGAGED IN
THE PROCUREMENT OR OBTAINMENT OF CERTAIN EQUIPMENT, SERVICES, OR SYSTEMS**

WHEREAS, pursuant to Public Law 115-232, Section 889 of the John S. McCain National Defense Authorization Act of 2019, “covered telecommunications equipment or services” is defined as:

- (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
- (2) Video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, and Dahua Technology Company (or any subsidiary or affiliate of such entities).
- (3) Telecommunications or video surveillance services provided by such entities or using such equipment.
- (4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

WHEREAS, a “covered foreign country” means any of the following: (1) The People’s Republic of China, (2) The Russian Federation, or (3) any country that is a state sponsor of terrorism¹.

WHEREAS, foreign adversaries are increasingly creating and exploiting vulnerabilities in covered telecommunications equipment which store and communicate vast amounts of sensitive information and support infrastructure and emergency services, in order to commit malicious cyber-enabled actions;

WHEREAS, the unrestricted acquisition or use in the State of Kansas of covered telecommunications equipment designed, developed, manufactured, or supplied by persons owned by, controlled by, or subject to the jurisdiction or direction of foreign adversaries augments the ability of foreign adversaries to create and exploit vulnerabilities in technological equipment, services, or systems; and

WHEREAS, the State of Kansas has an interest in protecting itself against threats related to foreign adversary’s exploitation of vulnerabilities in covered telecommunications equipment.

THEREFORE, Contractor certifies that it shall not provide or procure to the State of Kansas or any agency thereof any covered telecommunications equipment either in whole or in part of any product or during the commission of any service.

FURTHERMORE, and notwithstanding any other contracts or agreements with Contractor, if Contractor has violated, misrepresented, or otherwise fails to comply with this certification document as determined by the State, the State may terminate any contract without penalty with Contractor immediately.

¹ Designations of a “state sponsor of terrorism” may be found at the U.S. Department of State website. <https://www.state.gov/state-sponsors-of-terrorism/#:~:text=Currently%20there%20are%20four%20countries,%2C%20Iran%2C%20and%20Syria.&text=For%20more%20details%20about%20State,in%20Country%20Reports%20on%20Terrorism>.

By signing the below, Contractor acknowledges and agrees to comply with the provisions of this policy.

CONTRACTOR

Signature, Title

Date

Policy Regarding Sexual Harassment

WHEREAS, sexual harassment and retaliation for sexual harassment claims are unacceptable forms of discrimination that must not be tolerated in the workplace; and

WHEREAS, state and federal employment discrimination laws prohibit sexual harassment and retaliation in the workplace; and

WHEREAS, officers and employees of the State of Kansas are entitled to working conditions that are free from sexual harassment, discrimination, and retaliation; and

WHEREAS, the Governor and all officers and employees of the State of Kansas should seek to foster a culture that does not tolerate sexual harassment, retaliation, and unlawful discrimination.

NOW THEREFORE, pursuant to the authority vested in me as Governor of the State of Kansas, I hereby order as follows:

1. All Executive Branch department and agency heads shall have available, and shall regularly review and update at least every three years or more frequently as necessary, their sexual harassment, discrimination, and retaliation policies. Such policies shall include components for confidentiality and anonymous reporting, applicability to intern positions, and training policies.
2. All Executive Branch department and agency heads shall ensure that their employees, interns, and contractors have been notified of the state's policy against sexual harassment, discrimination, or retaliation, and shall further ensure that such persons are aware of the procedures for submitting a complaint of sexual harassment, discrimination, or retaliation, including an anonymous complaint.
3. Executive Branch departments and agencies shall annually require training seminars regarding the policy against sexual harassment, discrimination, or retaliation. All employees shall complete their initial training session pursuant to this order by the end of the current fiscal year.
4. Within ninety (90) days of this order, all Executive Branch employees, interns, and contractors under the jurisdiction of the Office of the Governor shall be provided a written copy of the policy against sexual harassment, discrimination, and retaliation, and they shall execute a document agreeing and acknowledging that they are aware of and will comply with the policy against sexual harassment, discrimination, and retaliation.
5. Matters involving any elected official, department or agency head, or any appointee of the Governor may be investigated by independent legal counsel.
6. The Office of the Governor will require annual mandatory training seminars for all staff, employees, and interns in the office regarding the policy against sexual harassment, discrimination, and retaliation, and shall maintain a record of attendance.
7. Allegations of sexual harassment, discrimination, or retaliation within the Office of the Governor will be investigated promptly, and violations of law or policy shall constitute grounds for disciplinary action, including dismissal.
8. This Order is intended to supplement existing laws and regulations concerning sexual harassment and discrimination, and shall not be interpreted to in any way diminish such laws and regulations. The Order provides conduct requirements for covered persons, and is not intended to create any new right or benefit enforceable against the State of Kansas.
9. Persons seeking to report violations of this Order, or guidance regarding the application or interpretation of this Order, may contact the Office of the Governor regarding such matters.

Agreement to Comply with the Policy Against Sexual Harassment, Discrimination, and Retaliation.

I hereby acknowledge that I have received a copy of the State of Kansas Policy Against Sexual Harassment, Discrimination, and Retaliation established by Executive Order 18-04 and agree to comply with the provisions of this policy.

Signature and Date

Printed Name

**KANSAS DEPARTMENT OF TRANSPORTATION
CIVIL RIGHTS ACT ATTACHMENT**

PREAMBLE

The Secretary of Transportation for the State of Kansas, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. § 2000d to 2000d-4) and other nondiscrimination requirements and the Regulations, hereby notifies all contracting parties that it will affirmatively ensure that this contract will be implemented without discrimination on the grounds of race, color, national origin, sex, age, disability, income-level or Limited English Proficiency (LEP).

CLARIFICATION

The term "Contractor" is understood to include the Contractor, the Contractor's assignees and successors in interest, consultants, and all other parties to contracts or agreements with the Secretary of Transportation, Kansas Department of Transportation. This Attachment shall govern should this Attachment conflict with provisions of the Document to which it is attached.

ASSURANCE APPENDIX A

During the performance of this contract, the Contractor, for itself, its assignees and successors in interest, agrees as follows:

1. **Compliance with Regulations:** The Contractor will comply with the Acts and the Regulations relative to nondiscrimination in its Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration (FHWA), the Federal Transit Administration (FTA) or the Federal Aviation Administration (FAA) as they may be amended from time to time which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontractors, Including Procurements of Material and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor will be notified by the Contractor of the Contractor's obligations under this contract and the Acts and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA, FTA, or FAA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Recipient or, the FHWA, FTA, or FAA as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA, FTA, or FAA may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - b. cancelling, terminating or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The Contractor will include the provisions of the paragraphs one (1) through six (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Recipient or the FHWA, FTA, or FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

ASSURANCE APPENDIX E

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- The Federal Aid Highway Act of 1973 (23 U.S.C. § 324 et. seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et. seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et. seq.), prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL No. 100-259), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and Contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities), (42 U.S.C. §§12131-12189as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38);
- The Federal Aviation Administration’s nondiscrimination statute (49 U.S.C. § 47123), (prohibits discrimination on the basis of race, color, national origin, and sex);
- Title IX of the Education Amendments of 1972, as amended (prohibits you from discriminating because of sex in education programs or activities), (20 U.S.C. § 1681).

CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the non-State Agency Contracting Party's standard contract form, that form must be altered to contain the following provision:

The provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 05-25), which is attached hereto, are hereby incorporated in this Contract and made a part thereof.

The Parties agree that the following provisions are hereby incorporated into the Contract to which it is attached and made a part thereof, said contract being the _____ day of _____, 20_____.

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the Contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
2. **Kansas Law and Venue:** This Contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this Contract shall reside only in courts located in the State of Kansas.
3. **Termination Due to Lack of Funding Appropriation or Funding Source:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated or no longer exist to continue the function performed in this Contract and for the payment of the charges hereunder due to the loss of the funding source, the Contracting State Agency may terminate this Contract immediately or at the end of its current fiscal year. The Contracting State Agency agrees to give written notice of termination to the non-State Agency Contracting Party at least thirty (30) days prior to the end of its current fiscal year and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this Contract, except that such notice shall not be required prior to ninety (90) days before the end of such fiscal year. The non-State Agency Contracting Party shall have the right, at the end of such fiscal year, to take possession of any equipment provided to the Contracting State Agency under the contract. The Contracting State Agency will pay to the non-State Agency Contracting Party all regular contractual payments incurred prior to the period of notification or through the end of the fiscal year as determined by period of notification given by the Contracting State Agency, plus contractual charges incidental to the return of any such equipment. Upon termination of the Contract by the Contracting State Agency, title to any such equipment shall revert to the non-State Agency Contracting Party at the end of the Contracting State Agency's current fiscal year. The termination of the Contract pursuant to this paragraph shall not cause any penalty to be charged to the Parties.
4. **Disclaimer of Liability:** No provision of this contract will be given effect that attempts to require the Contracting State Agency to defend, hold harmless, or indemnify any non-State Agency Contracting Party or third party for any acts or omissions. The liability of the Contracting State Agency is defined under the Kansas Tort Claims Act (K.S.A. 75-6101, *et seq.*).

5. **Anti-Discrimination Clause:** The non-State Agency Contracting Party agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001, *et seq.*) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111, *et seq.*) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101, *et seq.*) (ADA), and Kansas Executive Order No. 19-02, and to not discriminate against any person because of race, color, gender, sexual orientation, gender identity or expression, religion, national origin, ancestry, age, military or veteran status, disability status, marital or family status, genetic information, or political affiliation that is unrelated to the person's ability to reasonably perform the duties of a particular job or position; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the non-State Agency Contracting Party is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the Contract may be cancelled, terminated or suspended, in whole or in part, by the Contracting State Agency or the Kansas Department of Administration; (f) the non-State Agency Contracting Party agrees to comply with all applicable state and federal anti-discrimination laws and regulations; (g) the non-State Agency Contracting Party agrees all hiring must be on the basis of individual merit and qualifications, and discrimination or harassment of persons for the reasons stated above is prohibited; and (h) if it is determined that the non-State Agency Contracting Party has violated the provisions of any portion of this paragraph, such violation shall constitute a breach of contract and the Contract may be canceled, terminated, or suspended, in whole or in part, by the Contracting State Agency or the Kansas Department of Administration.
6. **Acceptance of Contract:** This Contract shall not be considered accepted, approved, or otherwise effective until the statutorily required approvals and certifications have been given.
7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation of this Contract shall find that the Contracting State Agency has agreed to binding arbitration, or the payment of damages or penalties. Further, the Contracting State Agency does not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the Contracting State Agency at law, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.
8. **Representative's Authority to Contract:** By signing this contract, the representative of the non-State Agency Contracting Party thereby represents that such person is duly authorized by the non-State Agency Contracting Party to execute this Contract on behalf of the non-State Agency Contracting Party and that the non-State Agency Contracting Party agrees to be bound by the provisions thereof.
9. **Responsibility for Taxes:** The Contracting State Agency shall not be responsible for, nor indemnify a contractor for, any federal, state, or local taxes which may be imposed or levied upon the subject matter of this Contract.
10. **Insurance:** The Contracting State Agency shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this Contract, nor shall this Contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101, *et seq.*), the non-State Agency Contracting Party shall bear the risk of any loss or damage to any property in which the non-State Agency Contracting Party holds title.

11. **Information:** No provision of this Contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101, *et seq.*
12. **The Eleventh Amendment:** The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the Contracting State Agency to reiterate that nothing related to this Contract shall be deemed a waiver of the Eleventh Amendment.
13. **Campaign Contributions / Lobbying:** Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this Contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.
14. **Restricted Funding Source:** The non-State Agency Contracting Party acknowledges and understands the Contracting State Agency's share of the Contract's total, actual, and eligible costs may be funded through the receipt of or reimbursement through federal funds. The Contracting State Agency does not assume any liability in connection with the Contract's total, actual, and eligible costs which may be paid through the receipt of or reimbursement through federal funds. The non-State Agency Contracting Party shall reimburse the Contracting State Agency for any funds approved for this Contract and expended by the Contracting State Agency for which the Contracting State Agency is not reimbursed by the Federal Government or for which such funds are determined by the Federal Government to no longer be available to be used by the Contracting State Agency for said Contract.

City Council Action Item

Council Meeting Date: September 25, 2025

Department: Public Works

Agenda Item: Consider Professional Services Agreement with Alfred Benesch & Company for a Lump Sum of \$20,372.00 for the 2025 Street Preservation Program.

Background/Description of Item:

During the 2025-2029 CIP Work Session, City Council identified the 2025 Street Preservation Program to include new curb in selected areas as determined by City Staff using tools in the Pavement Management Program. Additionally, the 2025 Street Preservation Program will include a refresh of our Pavement Condition Index (PCI) which will be brought to City Council at a later date.

On May 8th, 2025 City Council approved a contract with Sunflower Paving, Inc. for \$87,440.02 to complete the curb work portion of the 2025 Street Preservation Program.

Earlier this evening, City Council considered the grant agreement for the KDOT Innovative Technology program that provides \$34,000 towards the Pavement Condition Index (PCI) portion of the 2025 Street Preservation Program.

On July 25, 2025, submissions of qualifications were received from five qualified consultants. City Staff reviewed all submissions and interviewed the top two firms. Alfred Benesch & Company (Benesch) was selected based on their knowledge of the KDOT Innovative Technology Program and Pavement Condition Index. Additionally, the third-party consultant, Streetscan/CityLogix, which Benesch selected as their partner will provide additional road asset management services the City can leverage for the next three years. A separate contract will be presented with the subcontractor this evening.

The scope of services included in the Benesch contract include review and analysis of the data gathered by Streetscan/CityLogix, GIS coordination of the PCI results, and a 10 year Pavement Management Plan that evaluates multiple funding scenarios and treatment strategies to maintain and improve the pavement conditions of the Edgerton road network.

The scope and fee have been reviewed by City Staff and is within budget. The City of Edgerton's standard Professional Services Agreement will be used for this project and has previously been approved by the City Attorney.

If approved, staff anticipates beginning the project immediately.

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

Funding Source: Special Highway Fund and PIF Maintenance Fee

Budget Allocated: 2025 Street Preservation Program: \$240,716

Finance Director Approval: 
Karen Kindle, Finance Director

Recommendation: Approve a Professional Services Agreement with Alfred Benesch & Company for a Lump Sum of \$20,372.00 for the 2025 Street Preservation Program.

Enclosed: Contract with Scope and Fee

Prepared by: Holly Robertson, P.E. – CIP Project Manager

**PROFESSIONAL
SERVICES
AGREEMENT
CONSULTANT-CLIENT**

THIS PROFESSIONAL SERVICES AGREEMENT (this "Agreement") is made and entered into as of the _____ day _____, _____ (the "Effective Date") by and between Alfred Benesch & Company , party of the first part, (the CONSULTANT), and CITY OF EDGERTON, KANSAS, party of the second part, (the CLIENT).

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

The 2025 Street Preservation – Pavement Condition Index and Pavement Management Plan
Project will refresh the Pavement Condition Index (PCI) of the Edgerton Road System,
approximately 75 lane miles, last updated in 2020.

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 City of Edgerton.
- 1.4 "CONSULTANT" or "Consultant" means the company identified on page 1 and any additional parties they might employ (upon the approval of CLIENT) to perform pursuant to this contract.
- 1.5 "Contract Documents" means those documents so identified in the Agreement for this Project.. Terms defined in General Conditions shall have the same meaning when used in this Agreement unless otherwise specifically stated or in the case of a conflict in which case the definition used in this Agreement shall prevail in the interpretation of this Agreement.
- 1.6 "Engineering Documents" or "Architectural Documents" or "Survey Documents" means plans, specifications, reports, drawings, tracings, designs, calculations, computer models, sketches, notes, memorandums or correspondence related to the work described in Exhibit 1 attached hereto.
- 1.7 "Consulting Services" or "Engineering Services" or "Architectural Services" or "Survey Services" means the professional services, labor, materials, supplies, testing and other acts or duties required of the CONSULTANT under this Agreement, together with Additional Services as CLIENT may

- request and evidenced by a supplemental agreement pursuant to the terms of this Agreement.
- 1.8 "Services" is a description of the required work as shown in **Exhibit 1**.

SECTION 2 – RESPONSIBILITIES OF CONSULTANT

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

2.2 GENERAL DUTIES AND RESPONSIBILITIES

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

Name: Steve Roth, PE

Address: 15700 College Boulevard, Suite 202

Lenexa, KS 66219

Phone: 913-553-7237

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

SECTION 3 – CLIENT RESPONSIBILITIES

3.1 GENERAL DUTIES AND RESPONSIBILITIES

- 3.1.1. **Communication:** The CLIENT shall provide to the Consultant information and criteria regarding the CLIENT's requirement for the Project; examine and respond in a timely manner to the Consultant's submissions and give notice to the Consultant whenever the CLIENT observes or otherwise becomes aware of any defect in the Services. The CLIENT represents that all information they provide is accurate. CONSULTANT'S review and use of the information will be to the standard of care and any delays or additional costs due to inaccurate information will be the responsibility of the CLIENT.
- 3.1.2. **Access:** The CLIENT will provide access agreements for the Consultant to enter public and private property when necessary.
- 3.1.3. **Duties:** The CLIENT shall furnish and perform the various duties and Services in all phases of the Project which are outlined and designated in Exhibit 1 as the CLIENT's responsibility.
- 3.1.4. **Program and Budget:** The CLIENT shall provide full information stating the CLIENT's objectives, schedule, budget with reasonable contingencies and necessary design criteria so that CONSULTANT is able to fully understand the project requirements.
- 3.1.5. **Testing:** Any additional tests required to supplement the Scope of Services or tests required by law shall be furnished by the CLIENT.
- 3.1.6. **Legal, Insurance, Audit:** The CLIENT shall furnish all legal, accounting and insurance counseling Services as may be necessary at any time for the Project. The CLIENT shall furnish all bond forms required for the Project.
- 3.1.7. **Project Representative:** The CLIENT will assign the person indicated below to represent the CLIENT in coordinating this Project with the CONSULTANT, with authority to transmit instructions and define policies and decisions of the CLIENT.

Name: Holly Robertson
Address: City of Edgerton, KS
404 East Nelson, Edgerton, KS 66021
Phone: 913-424-3621

SECTION 4 – PAYMENT

4.1 COMPENSATION

- 4.1.1. **Fee and Expense:** The CLIENT agrees to pay the CONSULTANT a fee based on the actual hours expended on the Project at the rates indicated in the attached Fee Schedule; Exhibit 3 and the actual reimbursable expenses permitted under this Agreement and incurred on the Project. This fee is based on the scope of Services outlined in Exhibit 1 of this Agreement. Payment is due within thirty (30) days of billing by the CONSULTANT and any late payment will incur an interest charge of one (1) percent per month.
- 4.1.2. **Hourly Rate:** Any Additional Services which are not set forth in this Agreement will be charged on the basis of the hourly rate schedule attached hereto as Exhibit 3. No Additional Services or costs shall be incurred without proper written authorization of the CLIENT.
- 4.1.3. **Reimbursable Expenses:** Reimbursable expenses shall be charged following approval by CLIENT. Reimbursable expenses include, but are not limited to, expenses of

transportation in connection with the Project; expenses in connection with authorized out-of-town travel; expenses of printing and reproductions; postage; expenses of renderings and models requested by the CLIENT and other costs as authorized by the CLIENT.

- 4.1.4. **Billing:** CONSULTANT shall bill the CLIENT monthly for services and reimbursable expenses according to **Exhibit 3**. The bill submitted by CONSULTANT shall itemize the services and reimbursable expenses for which payment is requested, notwithstanding any claim for interest or penalty claimed in a CONSULTANT's invoice. The CLIENT agrees to pay within thirty (30) days of billing by the CONSULTANT and any late payment will incur an interest charge of one and (1) percent per month.
- 4.1.5. **Change in Scope:** For modifications in authorized scope of services or project scope and/or modifications of drawings and/or specifications previously accepted by the CLIENT, when requested by the CLIENT and through no fault of the CONSULTANT, the CONSULTANT shall be compensated for time and expense required to incorporate such modifications at CONSULTANT's standard hourly rates per Exhibit 3. CONSULTANT shall correct or revise deficiencies in its designs, drawings or specifications without additional compensation when due to CONSULTANT's failure to meet the Standard of Care.
- 4.1.6. **Supplemental Agreement:** This Agreement may be amended to provide for additions, deletions and revisions in the Services or to modify the terms and conditions thereof by written amendment signed by both parties. The contract price and contract time may only be changed by a written supplemental agreement approved by the CLIENT, unless it is the result of an emergency situation, in which case the CLIENT may give verbal, e-mail or facsimile approval which shall be the same as written and approved supplemental agreement.

SECTION 5 – MUTUAL PROVISIONS

5.1 TERMINATION

- 5.1.1. **Notice:** The CLIENT reserves the right to terminate this Agreement for either cause or for its convenience and without cause or default on the part of the CONSULTANT, by providing written notice of such termination to the CONSULTANT. Such notice will be with seven (7) days written notice.

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

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

- 5.1.2. **Compensation for Convenience Termination:** If CLIENT shall terminate for its convenience, as herein provided, CLIENT shall compensate CONSULTANT for all Services completed to date prior to receipt of the termination notice.
- 5.1.3. **Compensation for Default Termination:** If the CLIENT shall terminate for cause or default on the part of the CONSULTANT, the CLIENT shall compensate the CONSULTANT for the reasonable cost of Services completed to date of its receipt of the termination notice. Compensation shall not include anticipatory profit or consequential damages, neither of which will be allowed.

- 5.1.4. **Incomplete Documents:** Neither the CONSULTANT, nor its subconsultant, shall be responsible for errors or omissions in documents which are incomplete as a result of an early termination under this section, the CONSULTANT having been deprived of the opportunity to complete such documents and certify them as ready for construction and/or complete.

5.2 DISPUTE RESOLUTION

If a claim, dispute or controversy arises out of or relates to the interpretation, application, enforcement or performance of Services under this Agreement, CONSULTANT and CLIENT agree first to try in good faith to settle the dispute by negotiations between senior management of CONSULTANT and CLIENT. If such negotiations are unsuccessful, CONSULTANT and CLIENT agree to attempt to settle the dispute by good faith mediation. If the dispute cannot be settled through mediation, and unless otherwise mutually agreed, the dispute shall be settled by litigation in an appropriate court in Kansas. Except as otherwise provided herein, each party shall be responsible for its own legal costs and attorneys' fees.

5.3 OWNERSHIP OF INSTRUMENTS OF SERVICE

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

5.4 INDEMNIFY AND HOLD HARMLESS

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

5.5 ENTIRE AGREEMENT

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

5.6 APPLICABLE LAW

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

5.7 ASSIGNMENT OF AGREEMENT

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

5.8 NO THIRD PARTY BENEFICIARIES

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

5.9 COMPLIANCE WITH LAWS

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

5.10 TITLES, SUBHEADS AND CAPITALIZATION

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

5.11 SEVERABILITY CLAUSE

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

5.12 FIELD REPRESENTATION

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

5.13 HAZARDOUS MATERIALS

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

5.14 AFFIRMATIVE ACTION

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

5.15 SPECIAL PROVISIONS

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

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

CONSULTANT:

CLIENT:

Alfred Benesch & Company
(Firm Name)

**City of Edgerton,
Kansas**

By: 

By: _____

Printed Name: Robert R. Krewson

Printed Name: _____

Title: Sr. Vice President

Title: _____

END OF CONSULTANT-CLIENT AGREEMENT

EXHIBIT 1
SCOPE OF SERVICES

Exhibit 1

Scope of Services (2026 Pavement Management Program)

PROJECT BACKGROUND

The scope of this project includes the pavement data collection, data processing, GIS integration, and pavement management plan development for Edgerton’s roadway network, referred to as the “Project”.

This document is intended to provide clarification and details of the project scope and hours provided in Exhibit A. Alfred Benesch & Company (Benesch/Consultant) shall furnish and perform, for the City of Edgerton (City), the aforementioned professional duties and services required for the data collection, processing, and plan development of the Project in accordance with the current City Ordinances.

SCHEDULE

The project duration is assumed to consist of three (3) distinct tasks – (1) General Project Tasks; (2) GIS Coordination Tasks; and (3) Pavement Management Plan Services. Pavement data collection, provided by Citylogix (via separate contract with the City), is anticipated to begin in October 2025. Data collection preparation will begin immediately once Notice-to-Proceed (NTP) is received in writing from the City. Intermediate and final project milestone dates (subsequently discussed) are scheduled from NTP, subsequent milestones, and City approvals. The Consultant shall make submittals in accordance with the schedule described below:

- **General Project Tasks** | Immediately upon NTP, the Consultant will initiate a kick-off meeting (with Benesch and Citylogix) to finalize data collection schedule and coordinate upfront GIS shapefile needs.
- **GIS Coordination Tasks** | Immediately upon NTP, the Consultant will acquire existing GIS shapefile data of the Client’s existing roadway network from available public sources and pass along to Citylogix for use in pavement data collection.
- **Pavement Management Plan Services** | Within 90 days of receipt of Citylogix’s collected pavement condition data, the Consultant shall prepare, and submit for Client review, a draft 10-year Pavement Management Plan in PDF format. Within 14 days of receipt of Client comments/markups on the draft plan, the Consultant will submit a final 10-year Pavement Management Plan in PDF format.

The City shall grant time extensions for unavoidable delays beyond the control of the Consultant. Requests for extensions of time shall be in writing by the Consultant, before plans or applicable project documents are due, stating fully the reasons for the request. It is assumed that this project shall be completed by February 1, 2026.

PROJECT TASKS

Task 1 – General Project Tasks | The project will begin with an internal kick-off meeting and coordination for GIS shapefile needs.

1. Internal Project Kick-Off Meeting (Virtual)
2. Project Management & Administration

Task 1 Deliverable(s):

1. Monthly invoices throughout the duration of the Project.

Task 2 - GIS Coordination Tasks | The Consultant will acquire existing GIS shapefile data of the Client’s existing roadway network from available public sources and pass along to Citylogix for use in pavement data collection. Effort related to modification, manipulation, or “cleanup” of the shapefile data is limited to the hours shown in Exhibit A, Task 2.01. Any

additional manipulation of the shapefile data as required by Citylogix to facilitate data collection shall be the responsibility of Citylogix.

1. Download and configure publicly available GIS data layer for Data Collection.

Task 2 Deliverable(s):

2. ESRI GIS Shapefile Data (to Citylogix)

Task 3 – Pavement Management Plan Services | Utilizing the delivered pavement condition data from Citylogix, the Consultant will prepare a 10-year Pavement Management Plan. This plan shall include treatment strategies and assumed condition improvements, “planning level” project costs for maintenance and replacement activities, deterioration profiles to forecast performance, and 10-year street network scenarios based on Budget and Performance. These pavement management plan services are subsequently described, with additional details shown in the attached Exhibit A.

1. Provide pavement condition GIS layer to Johnson County AIMS.
 - a. GIS Shapefile to be provided to the City to upload into AIMS.
2. Meet with Client to discuss prioritization criteria and maintenance practices
 - a. This meeting is assumed to be virtual with a max length of two (2) hours.
3. Establish treatment strategies and costs/maintenance actions
 - a. Maintenance actions to be utilized in the plan are limited to:
 - i. Total pavement/roadway replacement
 - ii. Mill & overlay
 - iii. Surface treatment
 - b. Additional treatment strategies and/or activities may be incorporated into the plan, however the effort to incorporate the three (3) general maintenance strategies is limited to the hours shown in Exhibit A, Task 3.03.
 - c. Additional strategies and costs for the maintenance activities to be provided by City staff.
4. Compile existing City budgets, financial documents, or CIP documents to evaluate budgetary constraints
 - a. City to provide funding sources, budget information, financial program(s) and CIP documents/information to be included in the PMP.
5. Deterioration profiles shall be reviewed and utilized to forecast the performance of the City’s existing roadway network over the 10-year period.
 - a. Deterioration profiles to be utilized in the plan are limited to:
 - i. Rigid pavements
 - ii. Flexible pavements
 - iii. Composite pavements
 - b. Iterations of these profiles may be incorporated to account for variations in average daily traffic (ADT) and/or roadway classifications, however the effort to modify or manipulate the three (3) general deterioration profiles is limited to the hours shown in Exhibit A, Task 3.05.
6. Three (3) scenarios of the 10-year pavement management plan shall be developed within the Citylogix software:
 - a. Budget-based
 - i. A 10-year pavement management plan to evaluate potential network performance with static, annual budgets.
 - b. Performance-based
 - i. A 10-year pavement management plan to evaluate potential annual budgetary needs to reach a citywide average pavement condition index (PCI) score.
 - c. Cost to Maintain
 - i. A 10-year pavement management plan to evaluate potential cost to maintain the current pavement network condition state.
7. Costs used in the analysis will be calculated at present (2025) values. Only construction costs will be considered in the estimates. Preliminary engineering and construction engineering will be calculated as percentages of the construction cost. No other costs, including utility relocations, will be estimated or included.

8. Plan development, review, and presentation
 - a. The 10-year Pavement Management Plan will be provided one (1) time in a static, pdf format for City to review and provide feedback.
 - i. The report to include pavement management project description, costs and types of activities.
 - ii. Benesch to address City review comments in final report development.
 - b. The final 10-year Pavement Management Plan will be delivered and presented to the City in a virtual one (1) hour meeting.

Task 3 Deliverable(s):

1. Pavement condition ESRI GIS file (Shapefile)
2. 10-Year Pavement Management Plan (PDF)

ASSUMPTIONS/EXCLUSIONS

1. No other assets, other than the City's roadway network, shall be processed, evaluated, included, or delivered as part of the project deliverables.
2. No engineering design, surveying, geotechnical, or utility engineering/coordination is included in this Scope of Services.
3. No DBE goals are established for this scope and agreement.
4. ESRI GIS pavement condition data provided by Citylogix will be in a format that will not require any changes or modifications for use by AIMS. Modification to the data provided by Citylogix is not included in this Scope of Services.
5. Preliminary "Planning Level" project costs will be utilized for road segments included in the prioritization plan. Solely utilizing past pavement project bid tabs in Edgerton as a basis for project cost estimating purposes.
6. No presentations to the City Council or Public Involvement Meetings from Benesch are included in the cost estimate.
7. City to license software directly from Citylogix and provide access to Benesch for PMP development.
8. All direct software costs to be handled between City and Citylogix.
9. Software support to be provided by Citylogix.
10. Citylogix to provide software training for designated City staff. Benesch will develop, document, and provide a static PDF of the Pavement Management Plan (PMP) as implemented within the software.
11. City to provide Treatment Types, Costs, Funding Sources and Programmed Projects to be included in development of PMP.
12. No meeting minutes will be prepared or submitted.

EXHIBIT 2

CITY OF EDGERTON, KS INSURANCE REQUIREMENTS FOR DESIGN & CONSULTING SERVICES - 2020

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

(1) COMMERCIAL GENERAL LIABILITY

\$1,000,000 Per Occurrence

\$2,000,000 Aggregate

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

(2) WORKERS COMPENSATION - STATUTORY & EMPLOYERS LIABILITY

\$100,000 Each Accident

\$500,000 Policy Limit - Disease

\$100,000 Each Employee – Disease

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

(3) PROFESSIONAL LIABILITY / ERRORS & OMISSIONS

\$1,000,000 Per Claim

\$2,000,000 Aggregate

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

CITY OF EDGERTON, KS
INSURANCE REQUIREMENTS FOR DESIGN & CONSULTING SERVICES – 2020, CONT'D

(4) WAIVER OF SUBROGATION

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

(5) CERTIFICATE OF INSURANCE

Prior to commencing the work, Consultant shall furnish an acceptable certificate(s) of insurance, identifying insurers that write Consultant's coverages, with minimum Best's Guide Rating of A- and Class VIII or better, and authorized to do business in the state of Kansas. Certificate will evidence the required coverage and endorsements stated above. Should any of the above described policies be cancelled or non-renewed, the City shall first be provided 30 days prior written notice, except 10 days for non-payment of premium. This cancellation provision shall be indicated on the certificate of insurance. City also reserves the right to obtain copies of Consultant's policies to validate coverage in effect if certificates are ambiguous. Annually, Consultant agrees to provide a new/replacement formal certificate of insurance promptly after the expiration date. If any portion of the work is to be subcontracted, Consultant shall require that the subcontracted Consultant(s) shall comply with the same indemnification agreement terms and be required to provide and maintain all insurance coverages and provisions as stated above, with a formal certificate of insurance acceptable to City evidencing same. Self-Insured retentions must be declared to and approved by City. If consultant is self-insured for any of the above coverages, such self-insurance must be approved by City, which may require written guarantees for payment of self insured losses and related investigation, administration, and defense costs. And it must provide claims handling procedures acceptable to the City. Acceptance of any certificate that does not comply with the above requirements shall not operate as a waiver of Consultant's obligations hereunder. And the fact that insurance is obtained by Consultant shall not be deemed to release or diminish the liability of Consultant including, without limitation, liability under the indemnity provisions of this contract. Damages recoverable by City shall not be limited by the amount of the required insurance coverage. Consultant shall notify City in writing as soon as possible after any occurrence that could potentially lead to any lawsuit and/or after it receives notice or knowledge of any demand, claim, cause of action, lawsuit, or action arising out of the work performed under this contract.

EXHIBIT 3
COST AND SCHEDULE



Edgerton 2026 Pavement Management Program							
Task 1 General Project Tasks	SPM	PM	DPM	TM	TS	Designer	Subtotal
1.01 Attend Project Kick-Off Meeting (Virtual)	1 hrs.	1 hrs.	2 hrs.				\$749
1.02 Project Management & Administration (Invoicing)	1 hrs.	4 hrs.					\$930
Subtotal Task 1 Hours =				9 hrs.	Subtotal Task 1 Fee =		\$1,679

Task 2 GIS Coordination Tasks	SPM	PM	DPM	TM	TS	Designer	Subtotal
2.01 Download and Configure Publicly Available GIS Data Layer for Data Collection				2 hrs.			\$362
Subtotal Task 2 Hours =				2 hrs.	Subtotal Task 2 Fee =		\$362

Task 3 Pavement Management Plan Services	SPM	PM	DPM	TM	TS	Designer	Subtotal
3.01 Provide Pavement Condition GIS Layer to Johnson County AIMS			1 hrs.				\$181
3.02 Meet with City Staff to discuss Criteria and Maintenance Practices (Virtual)		2 hrs.	4 hrs.				\$1,086
3.03 Establish Treatment Strategies and Costs/Maintenance Actions			12 hrs.				\$2,172
3.04 City to Provide Budgets/Financials/Existing CIP Documents to be in PMP		2 hrs.	8 hrs.				\$1,810
3.05 Running Deterioration Models and Needs Calculations			4 hrs.				\$724
3.06 Develop three (3) 10-year pavement management scenarios: (a) Budget-based, (b) Performance-based, and (c) Cost to Maintain.			8 hrs.				\$1,448
3.07 Create 10-Year Pavement Management Plan document (PDF)		4 hrs.	32 hrs.				\$6,516
3.08 QCQA Pavement Management Plan	2 hrs.	1 hrs.	2 hrs.				\$955
3.09 Provide PMP to City for Review and Finalize PMP (1 Time)		1 hrs.	4 hrs.				\$905
3.10 Develop Deliverable Presentation		3 hrs.	8 hrs.				\$1,991
3.11 Present Final Deliverable to City (Virtual)		1 hrs.	2 hrs.				\$543
Subtotal Task 3 Hours =				101 hrs.	Subtotal Task 3 Fee =		\$18,331

Summary of Manhours & Fee By Classification	SPM	PM	DPM	TM	TS	Designer	Subtotal
MANHOUR SUBTOTAL	4 hrs.	19 hrs.	87 hrs.	2 hrs.	0 hrs.	0 hrs.	112 hrs.
LABOR SUBTOTAL	\$824.00	\$3,439.00	\$15,747.00	\$362.00	\$0.00	\$0.00	\$20,372.00

Direct Costs							
No expected Direct Costs							
Subtotal Direct Costs =							\$0

SUMMARY		
Task 1 General Project Tasks	Subtotal =	\$1,679
Task 2 GIS Coordination Tasks	Subtotal =	\$362
Task 3 Pavement Management Plan Services	Subtotal =	\$18,331
Direct Costs	Subtotal =	\$0

TOTAL LUMP SUM COST FOR ENGINEERING SERVICES = \$20,372

See Exhibit 1 for Schedule

- Anticipated Project Schedule:
- September 1, 2025 - Notice to Proceed
 - September 2025 - Data Gathering
 - October 2025 - PCI Analysis and Refining Results
 - November 2025 - Pavement Management Plan Scoping
 - December 2025 - Finalize Pavement Management Plan
 - January 2026 - Presentation of Findings to City Council

EXHIBIT 4
SPECIAL PROVISIONS

City Council Action Item

Council Meeting Date: September 25, 2025

Department: Public Works

Agenda Item: Consider Professional Services Agreement with Streetscan for a Lump Sum of \$25,830.00 for the 2025 Street Preservation Program.

Background/Description of Item:

During the 2025-2029 CIP Work Session, City Council identified the 2025 Street Preservation Program to include new curb in selected areas as determined by City Staff using tools in the Pavement Management Program. Additionally, the 2025 Street Preservation Program will include a refresh of our Pavement Condition Index (PCI) which will be brought to City Council at a later date.

On May 8th, 2025 City Council approved a contract with Sunflower Paving, Inc. for \$87,440.02 to complete the curb work portion of the 2025 Street Preservation Program.

Earlier this evening, City Council considered the grant agreement for the KDOT Innovative Technology program that provides \$34,000 towards the Pavement Condition Index (PCI) portion of the 2025 Street Preservation Program. Additionally, the contract with Benesch was presented for the Pavement Condition Index and Pavement Management Program.

In the Benesch Statement of Qualifications the project team included Streetscan/CityLogix using an innovative technology to gather road data and use AI/Machine learning to process the data into a Pavement Condition Index. City Staff selected using an individual contract with Streetscan/CityLogix due to the longer-term software subscription for road asset management and Pavement Condition Index.

The scope of services included in the Streetscan/CityLogix contract include vehicle mounted scan and 360 imagery of the road system, pavement condition data processing, and three years of StreetLogix Asset Management software of the road network.

The scope and fee have been reviewed by City Staff and is within budget. City Attorney has reviewed and approved the Professional Services Agreement.

If approved, staff anticipates beginning the project immediately.

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

Funding Source: Special Highway Fund and PIF Maintenance Fee

Budget Allocated: 2025 Street Preservation Program: \$240,716

Finance Director Approval: 
Karen Kindle, Finance Director

Recommendation: Approve a Professional Services Agreement with Streetscan for a Lump Sum of \$25,830.00 for the 2025 Street Preservation Program.

Enclosed: Contract with Scope and Fee

Prepared by: Holly Robertson, P.E. – CIP Project Manager

**PROFESSIONAL
SERVICES
AGREEMENT
CONSULTANT-CLIENT**

THIS PROFESSIONAL SERVICES AGREEMENT (this "Agreement") is made and entered into as of the _____ day _____, _____ (the "Effective Date") by and between STREETSCAN USA, INC., party of the first part, (the CONSULTANT), and CITY OF EDGERTON, KANSAS, party of the second part, (the CLIENT).

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

2025 Street Preservation Program – Pavement Condition Index. Services

include Roads Data Collection, Data Processing, 3 years of Streetlogix

Asset Management Software, 3 years of 360 Imagery Viewer

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 City of Edgerton.
- 1.4 "CONSULTANT" or "Consultant" means the company identified on page 1 and any additional parties they might employ (upon the approval of CLIENT) to perform pursuant to this contract.
- 1.5 "Contract Documents" means those documents so identified in the Agreement for this Project.. Terms defined in General Conditions shall have the same meaning when used in this Agreement unless otherwise specifically stated or in the case of a conflict in which case the definition used in this Agreement shall prevail in the interpretation of this Agreement.
- 1.6 "Engineering Documents" or "Architectural Documents" or "Survey Documents" means plans, specifications, reports, drawings, tracings, designs, calculations, computer models, sketches, notes, memorandums or correspondence related to the work described in Exhibit 1 attached hereto.
- 1.7 "Consulting Services" or "Engineering Services" or "Architectural Services" or "Survey Services" means the professional services, labor, materials, supplies, testing and other acts or duties required of the CONSULTANT under this Agreement, together with Additional Services as CLIENT may request and evidenced by a supplemental agreement pursuant to the terms of this Agreement.
- 1.8 "Services" is a description of the required work as shown in **Exhibit 1**.

SECTION 2 – RESPONSIBILITIES OF CONSULTANT

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

Name: _____
 Address: _____
 Phone: _____

- 2.2.2 **Standard of Care:** In the performance of professional Services, CONSULTANT will use that level of care and skill ordinarily exercised by reputable members of CONSULTANT's profession currently practicing in the same locality under similar conditions.
- 2.2.3 **Independent Contractor:** The CONSULTANT is an independent contractor and as such

is not an employee of the Client.

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

SECTION 3 – CLIENT RESPONSIBILITIES

3.1 GENERAL DUTIES AND RESPONSIBILITIES

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

furnish all bond forms required for the Project.

- 3.1.7. **Project Representative:** The CLIENT will assign the person indicated below to represent the CLIENT in coordinating this Project with the CONSULTANT, with authority to transmit instructions and define policies and decisions of the CLIENT.

Name: _____
Address: _____
Phone: _____

SECTION 4 – PAYMENT

4.1 COMPENSATION

- 4.1.1. **Fee and Expense:** The CLIENT agrees to pay the CONSULTANT a fee based on the total amount set forth in the Fee Schedule; Exhibit 3 and the actual reimbursable expenses permitted under this Agreement and incurred on the Project. This fee is based on the scope of Services outlined in Exhibit 1 of this Agreement. Early termination fees will apply if CLIENT opts out of AGREEMENT prior to term completed based on services rendered to that point. Early termination fees are detailed in Exhibit 3.
- 4.1.2. **Hourly Rate:** Any Additional Services which are not set forth in this Agreement will be charged on the basis of the hourly rate schedule attached hereto as Exhibit 3. No Additional Services or costs shall be incurred without proper written authorization of the CLIENT.
- 4.1.3. **Reimbursable Expenses:** Reimbursable expenses shall be charged following approval by CLIENT. Reimbursable expenses include, but are not limited to, expenses of transportation in connection with the Project; expenses in connection with authorized out-of-town travel; expenses of printing and reproductions; postage; expenses of renderings and models requested by the CLIENT and other costs as authorized by the CLIENT.
- 4.1.4. **Billing:** CONSULTANT shall bill the CLIENT monthly for services and reimbursable expenses according to **Exhibit 3**. The bill submitted by CONSULTANT shall itemize the services and reimbursable expenses for which payment is requested, notwithstanding any claim for interest or penalty claimed in a CONSULTANT's invoice. The CLIENT agrees to pay within thirty (30) days of billing by the CONSULTANT and any late payment will incur an interest charge of one and (1) percent per month.
- 4.1.5. **Reconciliation:** The parties hereby acknowledge that the total amount set forth in Exhibit 3 may be subject to adjustment based on the actual quantities surveyed, which will not be known until the CONSULTANT's fieldwork is complete. CLIENT agrees to pay for all services set forth in Exhibit 3 based on the actual quantities surveyed, whether more or less than set forth above or estimated in the proposal. Additional costs shall not be incurred without proper written authorization of the CLIENT.
- 4.1.6. **Change in Scope:** For modifications in authorized scope of services or project scope and/or modifications of drawings and/or specifications previously accepted by the CLIENT, when requested by the CLIENT and through no fault of the CONSULTANT, the CONSULTANT shall be compensated for time and expense required to incorporate such

modifications at CONSULTANT's standard hourly rates per Exhibit 3. CONSULTANT shall correct or revise errors or deficiencies in its designs, drawings or specifications without additional compensation when due to CONSULTANT's negligence, error or omission.

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

SECTION 5 – MUTUAL PROVISIONS

5.1 TERMINATION

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

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

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

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

5.2 DISPUTE RESOLUTION

- 5.2.1. If a claim, dispute or controversy arises out of or relates to the interpretation, application, enforcement or performance of Services under this Agreement, CONSULTANT and CLIENT agree first to try in good faith to settle the dispute by negotiations between senior

management of CONSULTANT and CLIENT. If such negotiations are unsuccessful, CONSULTANT and CLIENT agree to attempt to settle the dispute by good faith mediation. If the dispute cannot be settled through mediation, and unless otherwise mutually agreed, the dispute shall be settled by litigation in an appropriate court in Kansas. Except as otherwise provided herein, each party shall be responsible for its own legal costs and attorneys' fees.

5.3 OWNERSHIP OF INSTRUMENTS OF SERVICE

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

5.4 INDEMNIFY AND HOLD HARMLESS

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

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

5.5 ENTIRE AGREEMENT

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

5.6 APPLICABLE LAW

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

5.7 ASSIGNMENT OF AGREEMENT

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

5.8 NO THIRD PARTY BENEFICIARIES

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

5.9 COMPLIANCE WITH LAWS

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

5.10 TITLES, SUBHEADS AND CAPITALIZATION

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

5.11 SEVERABILITY CLAUSE

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

5.12 FIELD REPRESENTATION

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

5.13 HAZARDOUS MATERIALS

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

5.14 AFFIRMATIVE ACTION

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

5.15 SPECIAL PROVISIONS

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

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

CONSULTANT:

StreetScan USA Inc.

(Firm Name)

DocuSigned by:
Jon-Erik Dillon
By: _____
53656F61F0697AF...

Printed Name: Jon-Erik Dillon

Title: CEO

CLIENT:

**City of Edgerton,
Kansas**

By: _____

Printed Name: Donald Roberts

Title: Mayor

END OF CONSULTANT-CLIENT AGREEMENT

EXHIBIT 1
SCOPE OF SERVICES

EXHIBIT 2

CITY OF EDGERTON, KS INSURANCE REQUIREMENTS FOR DESIGN & CONSULTING SERVICES - 2020

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

(1) COMMERCIAL GENERAL LIABILITY

\$500,000 Per Occurrence

\$1,000,000 Aggregate

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

(2) WORKERS COMPENSATION - STATUTORY & EMPLOYERS LIABILITY

\$100,000 Each Accident

\$500,000 Policy Limit - Disease

\$100,000 Each Employee – Disease

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

(3) PROFESSIONAL LIABILITY / ERRORS & OMISSIONS

\$500,000 Per Claim

\$1,000,000 Aggregate

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

CITY OF EDGERTON, KS
INSURANCE REQUIREMENTS FOR DESIGN & CONSULTING SERVICES – 2020, CONT'D

(4) WAIVER OF SUBROGATION

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

(5) CERTIFICATE OF INSURANCE

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

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

**EXHIBIT 3
COST AND SCHEDULE**

TOTALSTREETS ANNUAL PAYMENTS				
Roads Data Collection, Data Processing, (3) years of Citylogix Software, and (3) years of 360 Imagery Viewer				
YEAR	1	2	3	Total
Pavement Management	\$14,247	\$0	\$0	\$14,247
Citylogix Essentials and 360 Imagery Viewer	\$5,861	\$2,861	\$2,861	\$11,583
Total Annual Cost	\$20,108	\$2,861	\$2,861	\$25,830
Annual Payment	<i>\$8,610</i>	<i>\$8,610</i>	<i>\$8,610</i>	\$25,830
Early Termination Fee (Calculated at time of annual renewal)	\$11,498	\$5,749	\$0	

EXHIBIT 4
SPECIAL PROVISIONS

City Council Action Item

Council Meeting Date: September 25, 2025

Department: Public Works

Agenda Item: Consider a Grant Agreement between the Kansas Department of Transportation and the City of Edgerton to Accept Funding through the Kansas Infrastructure Hub Grant Assistance Program of \$3,250 for Grant Writing Assistance Related to Street Reconstruction Projects Adjacent to Dwyer Farms

Background/Description of Item:

In August of 2025, City Staff applied to the Kansas Infrastructure Hub for the Grant Assistance Program. This program provides financial assistance for Kansas municipalities to support grant writing or grant administration services to pursue federal grant dollars.

The City of Edgerton applied for grant writing support to hire a consultant to prepare the grant application documents for the Rural and Tribal Assistance (RTA) Pilot Program. The RTA Program is through the United States Department of Transportation Grant Program that provides technical assistance like environmental review, preliminary design, project scoping and funding for transportation related projects. The RTA grant deadline is October 8, 2025, City Staff have begun preparing documentation to submit the street reconstruction projects adjacent to Dwyer Farms as the projects to be included in this application.

On September 10, 2025, the City of Edgerton was notified of the grant award and received Notice to Proceed. On September 18, 2025, City Staff received the final grant agreement which noted the \$3,250 grant through the GAP program and no City match requirement. Please note this grant, like most others, requires additional contractual provisions, regular and detailed progress reporting, and meticulous financial documentation requiring more staff time than a project without grant funds.

City Attorney has reviewed the grant agreement with no comments. City Staff recommends execution of the attached Kansas Infrastructure Hub Grant Assistance Program agreement.

Approval of this item would add this as project to our CIP, authorizing the budget of \$3,250 to be funded by reimbursement with this grant.

Related Ordinance(s) or Statue(s):

Funding Source: Kansas Infrastructure Hub Grant Assistance Program

Budget Allocated: N/A – Approval of this grant agreement will authorize the project budget of \$3,250.

x Karen E. Kindle

Finance Director Approval: Karen Kindle, Finance Director

Recommendation: Approval to Execute a Grant Agreement between the Kansas Department of Transportation and the City of Edgerton to Accept Funding through the Kansas Infrastructure Hub Grant Assistance Program of \$3,250 for Grant Writing Assistance Related to Street Reconstruction Projects Adjacent to Dwyer Farms

Enclosed: Agreement No. 2025-07 Grant Assistance Program

Prepared by: Holly Robertson, P.E. CIP Project Manager

GRANT ASSISTANCE PROGRAM
CITY OF EDGERTON, KANSAS

AGREEMENT

This Agreement is between the **Secretary of Transportation** (the “Secretary”), Kansas Department of Transportation (“KDOT”) on behalf of the Kansas Infrastructure Hub (“Hub”) and the **City of Edgerton, Kansas** (“Local Public Authority” or “LPA”), collectively, the “Parties.”

RECITALS:

- A. The Kansas Legislature, through Section 12 of Chapter 97 of the 2023 Session Laws of Kansas authorized the State of Kansas to provide funding for programs to assist local units of government in providing match dollars for federal grants and to hire grant writers and consultants to provide technical assistance through the Build Kansas matching grant fund.
- B. The LPA applied for, and the Hub Steering Committee has selected, the LPA to participate in the Grant Assistance Program (“GAP”) of the Hub as further described in this Agreement.
- C. The Secretary and the LPA are empowered by the laws of Kansas to enter into agreements for the reimbursement of funding to local agencies for the purpose of hiring consultants to provide grant application writing and grant administrative assistance.
- D. LPAs are, under certain circumstances, entitled to receive assistance in hiring consultants to provide grant application writing or grant administrative assistance, provided however, to be eligible for such state aid, such work is required to be done in accordance with the laws of Kansas.

NOW THEREFORE, in consideration of these premises and the mutual covenants set forth herein, the Parties agree to the following terms and provisions.

ARTICLE I: DEFINITIONS

The following terms as used in this Agreement have the designated meanings:

- 1. **“Agreement”** means this written document, including all attachments and exhibits, evidencing the legally binding terms and conditions of the agreement between the Parties.
- 2. **“Consultant”** means any Responsible Bidder retained by an LPA to perform services for the Project.
- 3. **“Effective Date”** means the date the Secretary or the Secretary’s designee signs this Agreement.
- 4. **“Hub”** means the Kansas Infrastructure Hub, an office of the State of Kansas, with

its principal place of business located at 700 SW Harrison Street, Suite 210, Topeka, KS, 66603-3745.

5. **“KDOT”** means the Kansas Department of Transportation, an agency of the State of Kansas, with its principal place of business located at 700 SW Harrison Street, Topeka, KS 66603-3745.

6. **“Local Public Authority” or “LPA”** means the City of Edgerton, Kansas, with its place of business at 404 E Nelson Street, PO Box 255, Edgerton, KS 66021.

7. **“Non-Participating Costs”** means the costs of any items or services which the Secretary, acting on the Secretary’s own behalf, reasonably determines are not an integral part of the Project.

8. **“Participating Costs”** means expenditures for items or services which are an integral part of grant application writing and grant administrative assistance projects, as reasonably determined by the Secretary.

9. **“Parties”** means the Secretary of Transportation and Kansas Infrastructure Hub, individually and collectively, and the LPA.

10. **“Project”** means all phases and aspects of the endeavor that is the subject of this Agreement to be undertaken by the LPA, as and when authorized by the Secretary. The LPA will select and contract with a Responsible Bidder to write a grant application and/or administer a grant for Rural and Tribal Assistance (RTA) Pilot Program, DOT-OST-2025-103.

11. **“Responsible Bidder”** means one who makes an offer to perform services for the Project in response to a request for bid with the technical capability, financial capacity, human resources, equipment, and performance record required to perform the contractual services.

12. **“Secretary”** means the Secretary of Transportation of the State of Kansas and the Secretary’s successors and assigns.

ARTICLE II: FUNDING

1. **Funding.** The table below reflects the funding commitments of each Party. The Total Actual Costs include Contingency Items. The Parties agree estimated costs and contributions are to be used for encumbrance purposes and may be subject to change.

Party	Responsibility
Secretary	100% of total actual costs of Participating Costs not to exceed \$3,250.00.
LPA	100% of total actual costs of Participating Costs after Secretary’s funding limit is reached; 100% Non-Participating Costs.

ARTICLE III: SECRETARY RESPONSIBILITIES

1. **Reimbursement Payments.** The Secretary agrees to make partial payments to the LPA for amounts not less than \$1,000.00 and no more frequently than monthly. Such payments will be made after receipt of proper billing (invoice) approved by the LPA.

ARTICLE IV: LPA RESPONSIBILITIES

1. **Accounting.** Upon request by the Secretary and in order to enable the Secretary to report all costs of the Project to the legislature, the LPA shall provide the Secretary an accounting of all actual Non-Participating Costs that are paid directly by the LPA to any party outside of the Secretary or the Hub.

2. **Audit.** If requested, the LPA shall participate and cooperate with the Secretary in an annual audit of the Project. The LPA shall make its records and books available to representatives of the Secretary for audit for a period of five (5) years after date of final payment under this Agreement. If any such audits reveal payments have been made with state funds by the LPA for items considered Non-Participating Costs, the LPA shall promptly reimburse the Secretary for such items upon notification by the Secretary.

3. **Authorization of Signatory.** The LPA shall authorize a duly appointed representative to sign for the LPA any or all routine reports as may be required or requested by the Secretary in the completion of the Project.

4. **Cancellation by LPA.** If the LPA cancels the Project, it shall reimburse the Secretary for any costs incurred by the Secretary prior to the cancellation of the Project. The LPA shall reimburse the Secretary within thirty (30) days after receipt by the LPA of the Secretary's statement of the cost incurred by the Secretary prior to the cancellation of the Project.

5. **Conformity with State, Local, and Federal Procurement Requirements.** The LPA shall be responsible for contracting to have the Project conducted in conformity with the state, local, and federal procurement requirements appropriate for the Project as well as in conformity with state, local, and federal laws applicable to the Project.

6. **Consultant Contract Language.** The LPA shall include language requiring conformity with Article IV, paragraph 5 above in all contracts between the LPA and any Consultant with whom the LPA has contracted to perform services for the Project. In addition, any contract between the LPA and any Consultant retained by LPA to perform any of the services described or referenced in this paragraph for the Project covered by this Agreement shall contain language requiring conformity with Article IV, paragraph 5 above. In addition, any contract between the LPA and any Consultant with whom the LPA has contracted to prepare materials covered by this Agreement shall also contain the following:

(a) **Progress Reports.** Language requiring the Consultant to submit to the LPA (and to the Secretary upon request) progress reports at monthly or at mutually agreed intervals in conformity with the official Project schedule.

(b) Third-Party Beneficiary. Language making the Secretary and the Hub a third-party beneficiary in the agreement between the LPA and the Consultant. Such language shall read:

“Because of the Secretary of Transportation of the State of Kansas’ (Secretary’s) and the Kansas Infrastructure Hub’s (Hub’s) obligation to administer state funds, the Secretary and the Hub shall be a third-party beneficiary to this agreement between the LPA and the Consultant. This third-party beneficiary status is for the limited purpose of seeking payment or reimbursement for damages and costs the Secretary, the Hub, the LPA, or all, incurred or will incur because the Consultant failed to comply with its contract obligations under this Agreement or because of the Consultant’s negligent acts, errors, or omissions. Nothing in this provision precludes the LPA from seeking recovery or settling any dispute with the Consultant as long as such settlement does not restrict the Secretary’s or the Hub’s right to payment or reimbursement.”

7. **Indemnification**.

(a) General Indemnification. To the extent permitted by law and subject to the maximum liability provisions of the Kansas Tort Claims Act (K.S.A. § 75-6101, *et seq.*) as applicable, the LPA shall defend, indemnify, hold harmless, and save the Secretary and the Hub and the Secretary’s and the Hub’s authorized representatives from any and all costs, liabilities, expenses, suits, judgments, damages to persons or property, or claims of any nature whatsoever arising out of or in connection with the provisions or performance of this Agreement by the LPA, the LPA’s employees, agents, subcontractors, or its consultants. The LPA shall not be required to defend, indemnify, or hold the Secretary or the Hub harmless for negligent acts or omissions of the Secretary or the Hub or the Secretary’s or the Hub’s authorized representatives or employees.

(b) Indemnification by Consultants. The LPA shall require the Consultant to indemnify, hold harmless, and save the Secretary and the Hub and the LPA from personal injury and property damage claims arising out of any act or omission of the Consultant, the Consultant’s agent(s), subcontractor(s) (at any tier), or supplier(s) (at any tier). If the Secretary or the Hub or the LPA defends a third party’s claim, the Consultant shall indemnify the Secretary and the Hub and the LPA for damages paid to the third party and all related expenses either the Secretary, the Hub, or the LPA or all incur in defending the claim.

8. **Legal Authority**. The LPA shall adopt all necessary ordinances and/or resolutions and to take such administrative or legal steps as may be required to give full effect to the terms of this Agreement.

9. **Administration by LPA**. The LPA shall select a Responsible Bidder to administer the Project in accordance with the current version of the LPA’s approved procurement procedures,

and administer the payments due the Consultant including the portion of the cost borne by the Secretary or the Hub.

10. **Period of Performance.** The LPA shall commence implementation of the Project upon receipt of a Notice to Proceed and complete the Project within 120 days of the Notice to Proceed was issued to the LPA.

ARTICLE V: GENERAL PROVISIONS

1. **Acceptance.** No contract provision or use of items by the Secretary or the Hub shall constitute acceptance or relieve the LPA of liability in respect to any expressed or implied warranties.

2. **Amendment.** Any amendment to this Agreement shall be in writing and signed by the Parties.

3. **Binding Agreement.** This Agreement and all contracts entered into under the provisions of this Agreement shall be binding upon the Secretary and the LPA and their successors in office.

4. **Certification of Procurement.** The requirements of the **“Certification of Company Not Currently Engaged in the Procurement or Obtainment of Certain Equipment, Services, or Systems”** which is attached, are hereby incorporated into, and made a part of this Agreement.

5. **Civil Rights Act.** The **“Civil Rights Act Attachment”** pertaining to the implementation of the Civil Rights Act of 1964, is attached and made a part of this Agreement.

6. **Compliance with Federal and State Laws.** The LPA shall comply with all applicable state and federal laws and regulations. The LPA represents and warrants that any Consultant performing any services on the Project shall also comply with all applicable state and federal laws and regulations.

7. **Contractual Provisions.** The provisions found in the current version of the **“Contractual Provisions Attachment (Form DA-146a),”** which is attached, are hereby incorporated into, and made a part of this Agreement.

8. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same agreement.

9. **Entire Agreement.** This Agreement, with all attached exhibits, expresses the entire agreement between the Parties with respect to the Project. No representations, promises, or warranties have been made by the Parties that are not fully expressed or incorporated by reference in this Agreement.

10. **Headings.** All headings in this Agreement have been included for convenience of reference only and are not to be deemed to control or affect the meaning or construction or the

provisions herein.

11. **Independent Contractor Relationship.** The relationship of the Secretary, the Hub, and the LPA shall be that of an independent contractor, and nothing in this Agreement shall be construed to create a partnership, joint venture, or employee-employer relationship. The LPA is not the agent of the Secretary or the Hub and is not authorized to make any representation, contract, or commitment on behalf of the Secretary or the Hub. It is expressly understood that any individual performing services under this Agreement on behalf of the LPA shall not be deemed to be an employee or independent contractor of the Secretary or the Hub, and such individual shall not be entitled to tax withholding, workers' compensation, unemployment compensation or any employee benefits, statutory or otherwise, from the Secretary or the Hub. The LPA agrees that it is solely responsible for the reporting and payment of income, social security, and other employment taxes due to the proper taxing authorities with respect to such personnel. The LPA agrees to indemnify, defend and hold harmless the Secretary and its directors, officers, employees, and agents from and against any and all costs, losses, damages, liabilities, expenses, demands, and judgments, including court costs and attorney's fees, relating to the reporting and payment of income, social security, and other employment taxes and the provision of employee benefits (including but not limited to workers' compensation, unemployment insurance, and health insurance coverage or assessable payments required under state or federal) with respect to such individual performing services under this Agreement on behalf of the LPA. This provision shall survive the expiration or termination of this Agreement.

12. **Notice of Funding Opportunity (NOFO).** Grant writing will conform to the requirements in the grant NOFO.

13. **No Third-Party Beneficiaries.** No third-party beneficiaries are intended to be created by this Agreement and nothing in this Agreement authorizes third parties to maintain a suit for damages pursuant to the terms or provisions of this Agreement.

14. **Nondiscrimination and Workplace Safety.** The LPA shall comply with all federal, state, and local laws, and rules and regulations prohibiting discrimination in employment and controlling workplace safety. Any violations of applicable laws, rules, or regulations may result in termination of this Agreement.

15. **Notices.** Any notice required or submitted under this Agreement shall be deemed given if personally delivered or mailed by registered or certified mail, return receipt requested and postage prepaid, to the following addresses of the Parties or such other addresses as either party shall from time to time designate by written notice.

The Secretary and the Hub:
Kansas Infrastructure Hub
Attn: Shawn Wesner, Executive Director
700 SW Harrison Street, Suite 210
Topeka, KS 66603-3754

The LPA:
City of Edgerton
Attn: Donald Roberts, Mayor
404 E Nelson, PO Box 255
Edgerton, KS 66021

16. **Restriction on State Lobbying.** Funds provided by the Secretary under this

Agreement shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this Agreement shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Kansas Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.

17. **Severability.** If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this Agreement shall not be affected, and each provision of this Agreement shall be enforced to the fullest extent permitted by law.

18. **Technical Advice and Assistance; Limitations.** Technical advice, assistance, or both, provided by the Secretary under this Agreement shall not be construed as an undertaking by the Secretary of the duties of the LPA or any other individual or entity, or the duties of any Consultant, Contractor, licensed professional engineer, or inspector hired by the LPA.

19. **Termination.** If, in the judgment of the Secretary, sufficient funds are not appropriated to continue the function performed in this Agreement and for the payment of the charges hereunder, the Secretary may terminate this Agreement at the end of its current fiscal year. The Secretary will participate in all costs approved by the Secretary incurred prior to the termination of the Agreement.

20. **Waiver.** A Party's failure to exercise or delay in exercising any right, power, or privilege under this Agreement shall not operate as a waiver. Further, no single or partial exercise of any right, power, or privilege shall preclude any other or further exercise thereof.

The Signature Page Immediately Follows This Paragraph.

IN WITNESS WHEREOF the Parties have caused this Agreement to be signed by their duly authorized officers as of the Effective Date.

ATTEST:

THE CITY OF EDGERTON, KANSAS

CITY CLERK (Date)

MAYOR

(SEAL)

Kansas Department of Transportation
Secretary of Transportation
Kansas Infrastructure Hub

By:

Calvin E. Reed, P.E. (Date)
Secretary of Transportation

INDEX OF EXHIBITS AND ATTACHMENTS

- Certification of Procurement
- Civil Rights Act Attachment
- Contractual Provisions Attachment (Form DA-146a)

**CERTIFICATION OF COMPANY NOT CURRENTLY ENGAGED IN
THE PROCUREMENT OR OBTAINMENT OF CERTAIN EQUIPMENT, SERVICES, OR SYSTEMS**

WHEREAS, pursuant to Public Law 115-232, Section 889 of the John S. McCain National Defense Authorization Act of 2019, “covered telecommunications equipment or services” is defined as:

- (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
- (2) Video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, and Dahua Technology Company (or any subsidiary or affiliate of such entities).
- (3) Telecommunications or video surveillance services provided by such entities or using such equipment.
- (4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

WHEREAS, a “covered foreign country” means any of the following: (1) The People’s Republic of China, (2) The Russian Federation, or (3) any country that is a state sponsor of terrorism¹.

WHEREAS, foreign adversaries are increasingly creating and exploiting vulnerabilities in covered telecommunications equipment which store and communicate vast amounts of sensitive information and support infrastructure and emergency services, in order to commit malicious cyber-enabled actions;

WHEREAS, the unrestricted acquisition or use in the State of Kansas of covered telecommunications equipment designed, developed, manufactured, or supplied by persons owned by, controlled by, or subject to the jurisdiction or direction of foreign adversaries augments the ability of foreign adversaries to create and exploit vulnerabilities in technological equipment, services, or systems; and

WHEREAS, the State of Kansas has an interest in protecting itself against threats related to foreign adversary’s exploitation of vulnerabilities in covered telecommunications equipment.

THEREFORE, Contractor certifies that it shall not provide or procure to the State of Kansas or any agency thereof any covered telecommunications equipment either in whole or in part of any product or during the commission of any service.

FURTHERMORE, and notwithstanding any other contracts or agreements with Contractor, if Contractor has violated, misrepresented, or otherwise fails to comply with this certification document as determined by the State, the State may terminate any contract without penalty with Contractor immediately.

¹ Designations of a “state sponsor of terrorism” may be found at the U.S. Department of State website. <https://www.state.gov/state-sponsors-of-terrorism/#:~:text=Currently%20there%20are%20four%20countries,%2C%20Iran%2C%20and%20Syria.&text=For%20more%20details%20about%20State,in%20Country%20Reports%20on%20Terrorism>.

By signing the below, Contractor acknowledges and agrees to comply with the provisions of this policy.

CONTRACTOR

Signature, Title

Date

**KANSAS DEPARTMENT OF TRANSPORTATION
CIVIL RIGHTS ACT ATTACHMENT**

PREAMBLE

The Secretary of Transportation for the State of Kansas, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. § 2000d to 2000d-4) and other nondiscrimination requirements and the Regulations, hereby notifies all contracting parties that it will affirmatively ensure that this contract will be implemented without discrimination on the grounds of race, color, national origin, sex, age, disability, income-level or Limited English Proficiency (LEP).

CLARIFICATION

The term "Contractor" is understood to include the Contractor, the Contractor's assignees and successors in interest, consultants, and all other parties to contracts or agreements with the Secretary of Transportation, Kansas Department of Transportation. This Attachment shall govern should this Attachment conflict with provisions of the Document to which it is attached.

ASSURANCE APPENDIX A

During the performance of this contract, the Contractor, for itself, its assignees and successors in interest, agrees as follows:

1. **Compliance with Regulations:** The Contractor will comply with the Acts and the Regulations relative to nondiscrimination in its Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration (FHWA), the Federal Transit Administration (FTA) or the Federal Aviation Administration (FAA) as they may be amended from time to time which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontractors, Including Procurements of Material and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor will be notified by the Contractor of the Contractor's obligations under this contract and the Acts and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA, FTA, or FAA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Recipient or, the FHWA, FTA, or FAA as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA, FTA, or FAA may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - b. cancelling, terminating or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The Contractor will include the provisions of the paragraphs one (1) through six (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Recipient or the FHWA, FTA, or FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

ASSURANCE APPENDIX E

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- The Federal Aid Highway Act of 1973 (23 U.S.C. § 324 et. seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et. seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et. seq.), prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL No. 100-259), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and Contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities), (42 U.S.C. §§12131-12189as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38);
- The Federal Aviation Administration’s nondiscrimination statute (49 U.S.C. § 47123), (prohibits discrimination on the basis of race, color, national origin, and sex);
- Title IX of the Education Amendments of 1972, as amended (prohibits you from discriminating because of sex in education programs or activities), (20 U.S.C. § 1681).

CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the non-State Agency Contracting Party's standard contract form, that form must be altered to contain the following provision:

The provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 05-25), which is attached hereto, are hereby incorporated in this Contract and made a part thereof.

The Parties agree that the following provisions are hereby incorporated into the Contract to which it is attached and made a part thereof, said contract being the _____ day of _____, 20_____.

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the Contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
2. **Kansas Law and Venue:** This Contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this Contract shall reside only in courts located in the State of Kansas.
3. **Termination Due to Lack of Funding Appropriation or Funding Source:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated or no longer exist to continue the function performed in this Contract and for the payment of the charges hereunder due to the loss of the funding source, the Contracting State Agency may terminate this Contract immediately or at the end of its current fiscal year. The Contracting State Agency agrees to give written notice of termination to the non-State Agency Contracting Party at least thirty (30) days prior to the end of its current fiscal year and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this Contract, except that such notice shall not be required prior to ninety (90) days before the end of such fiscal year. The non-State Agency Contracting Party shall have the right, at the end of such fiscal year, to take possession of any equipment provided to the Contracting State Agency under the contract. The Contracting State Agency will pay to the non-State Agency Contracting Party all regular contractual payments incurred prior to the period of notification or through the end of the fiscal year as determined by period of notification given by the Contracting State Agency, plus contractual charges incidental to the return of any such equipment. Upon termination of the Contract by the Contracting State Agency, title to any such equipment shall revert to the non-State Agency Contracting Party at the end of the Contracting State Agency's current fiscal year. The termination of the Contract pursuant to this paragraph shall not cause any penalty to be charged to the Parties.
4. **Disclaimer of Liability:** No provision of this contract will be given effect that attempts to require the Contracting State Agency to defend, hold harmless, or indemnify any non-State Agency Contracting Party or third party for any acts or omissions. The liability of the Contracting State Agency is defined under the Kansas Tort Claims Act (K.S.A. 75-6101, *et seq.*).

5. **Anti-Discrimination Clause:** The non-State Agency Contracting Party agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001, *et seq.*) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111, *et seq.*) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101, *et seq.*) (ADA), and Kansas Executive Order No. 19-02, and to not discriminate against any person because of race, color, gender, sexual orientation, gender identity or expression, religion, national origin, ancestry, age, military or veteran status, disability status, marital or family status, genetic information, or political affiliation that is unrelated to the person's ability to reasonably perform the duties of a particular job or position; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the non-State Agency Contracting Party is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the Contract may be cancelled, terminated or suspended, in whole or in part, by the Contracting State Agency or the Kansas Department of Administration; (f) the non-State Agency Contracting Party agrees to comply with all applicable state and federal anti-discrimination laws and regulations; (g) the non-State Agency Contracting Party agrees all hiring must be on the basis of individual merit and qualifications, and discrimination or harassment of persons for the reasons stated above is prohibited; and (h) if it is determined that the non-State Agency Contracting Party has violated the provisions of any portion of this paragraph, such violation shall constitute a breach of contract and the Contract may be canceled, terminated, or suspended, in whole or in part, by the Contracting State Agency or the Kansas Department of Administration.
6. **Acceptance of Contract:** This Contract shall not be considered accepted, approved, or otherwise effective until the statutorily required approvals and certifications have been given.
7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation of this Contract shall find that the Contracting State Agency has agreed to binding arbitration, or the payment of damages or penalties. Further, the Contracting State Agency does not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the Contracting State Agency at law, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.
8. **Representative's Authority to Contract:** By signing this contract, the representative of the non-State Agency Contracting Party thereby represents that such person is duly authorized by the non-State Agency Contracting Party to execute this Contract on behalf of the non-State Agency Contracting Party and that the non-State Agency Contracting Party agrees to be bound by the provisions thereof.
9. **Responsibility for Taxes:** The Contracting State Agency shall not be responsible for, nor indemnify a contractor for, any federal, state, or local taxes which may be imposed or levied upon the subject matter of this Contract.
10. **Insurance:** The Contracting State Agency shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this Contract, nor shall this Contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101, *et seq.*), the non-State Agency Contracting Party shall bear the risk of any loss or damage to any property in which the non-State Agency Contracting Party holds title.

11. **Information**: No provision of this Contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101, *et seq.*
12. **The Eleventh Amendment**: The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the Contracting State Agency to reiterate that nothing related to this Contract shall be deemed a waiver of the Eleventh Amendment.
13. **Campaign Contributions / Lobbying**: Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this Contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.
14. **Restricted Funding Source**: The non-State Agency Contracting Party acknowledges and understands the Contracting State Agency's share of the Contract's total, actual, and eligible costs may be funded through the receipt of or reimbursement through federal funds. The Contracting State Agency does not assume any liability in connection with the Contract's total, actual, and eligible costs which may be paid through the receipt of or reimbursement through federal funds. The non-State Agency Contracting Party shall reimburse the Contracting State Agency for any funds approved for this Contract and expended by the Contracting State Agency for which the Contracting State Agency is not reimbursed by the Federal Government or for which such funds are determined by the Federal Government to no longer be available to be used by the Contracting State Agency for said Contract.

City Council Action Item

Council Meeting Date: September 25, 2025

Department: Public Works

Agenda Item: Consider a Contract with Government Assistance Services for a Lump Sum of \$3,250 for Grant Writing Assistance for the Rural and Tribal Assistance Pilot Program Related to Street Reconstruction Projects Adjacent to Dwyer Farms

Background/Description of Item:

In August of 2025, City Staff applied to the Kansas Infrastructure Hub for the Grant Assistance Program. This program provides financial assistance for Kansas municipalities to support grant writing or grant administration services to pursue federal grant dollars.

Earlier on this agenda, City Council will consider a grant agreement with the Kansas Infrastructure Hub Grant Assistance Program for \$3,250 towards grant writing assistance. This program is a reimbursement program requiring the City of Edgerton to have a separate contract with the consultant selected. The consultant, Government Assistance Services (GAS), was selected as a recommended consultant from the Kansas Infrastructure Hub and their ability to deliver the grant application before the October 8, 2025 deadline.

The RTA Program is through the United States Department of Transportation Grant Program that provides technical assistance like environmental review, preliminary design, project scoping and funding for transportation related projects. The RTA grant deadline is October 8, 2025, City Staff have begun preparing documentation to submit the street reconstruction projects adjacent to Dwyer Farms as the projects to be included in this application.

The standard Professional Services Agreement is anticipated to be used for this contract, pending City Attorney review.

Related Ordinance(s) or Statue(s):

Funding Source: Kansas Infrastructure Hub Grant Assistance Program

Budget Allocated: \$3,250

x Karen E. Kindle

Finance Director Approval:

Karen Kindle, Finance Director

Recommendation: Approve a Contract with Government Assistance Services for a Lump Sum of \$3,250 for Grant Writing Assistance for the Rural and Tribal Assistance Pilot Program Pending City Attorney Review Related to Street Reconstruction Projects Adjacent to Dwyer Farms

Enclosed: N/A

Prepared by: Holly Robertson, P.E. CIP Project Manager

City Council Action Item

Council Meeting Date: September 25, 2025

Department: Public Works

Agenda Item: Consider Award of Construction Contract to SAK Construction, LLC for the 2025 CDBG – 3rd and Hulett Sanitary Sewer Rehabilitation Project in the amount of \$149,150.

Background/Description of Item:

On May 9, 2024, City Council approved the submission of an application to Johnson County for the 3rd and Hulett Sanitary Sewer Project for Community Development Block Grant (CDBG) funding.

In January 2025 Johnson County notified staff of the proposed award of the maximum funding request (\$200,000). The amount is based on estimated funding, as the County has yet to receive their allocation from U.S. Department of Housing and Urban Development (HUD).

On March 27, 2025, City Council approved the contract with George Butler and Associates (GBA) for the design of the project and scope.

On August 14, 2025 City Council approved the concurrence to bid.

On September 15, 2025 the City of Edgerton held a public bid opening. A total of three (3) bids were received, opened and read aloud to the public. This project consisted of a base bid and one alternate bid item. Bid Alternate #1 included lining of up to 5 feet of the service lateral lines at reconnection. The base bids ranged from a low of \$130,750.00 to a high of \$188,726.00. GBA provided an opinion of probable cost of the base bid \$190,600.00. A summary of the bid tabulations is included in the table below.

Contractor	Base Bid	Alternate #1
SAK Construction, LLC	\$130,750.00	\$18,400.00
Municipal Pipe Tool	\$159,017.00	\$18,480.00
Insituform	\$188,726.00	\$28,912.00

GBA has provided a letter to disregard the opinion of probable cost due to the volatility of the market and also recommends SAK Construction, LLC as the most qualified, apparent low bidder. City Staff recommends executing the base bid contract of \$130,750.00 and Bid Alternate #1 for \$18,400.00 for a total contract amount of \$149,150.00.

Related Ordinance(s) or Statue(s):

Funding Source: Sewer Fund, CDBG Grant

Budget Allocated: \$300,000

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

Agenda Item: Approve Award of Construction Contract to SAK Construction, LLC for the 2025 CDBG – 3rd and Hulett Sanitary Sewer Rehabilitation Project in the amount of \$149,150.

Enclosed: GBA Letter of Recommendation

Prepared by: Holly Robertson, P.E. – CIP Project Manager



September 19, 2025

Holly Robertson, PE
CIP Project Manager
City of Edgerton, KS
404 East Nelson St
Edgerton, KS 66201

Subject: **Recommendation for Award – 2025 3rd and Hulett Sanitary Sewer Rehabilitation
Project No. SAN0017-25 (GBA: 16806)**

Ms. Robertson,

The bids received for the above referenced project have been reviewed by George Butler Associates, Inc (GBA). There was a total of three(3) bids on the project. A tabulation of bids is attached. No errors were found in any of the bid packages received. The three bids submitted on the project were as follows:

Bidder	Base Bid	Bid Alternate 1
SAK Construction, LLC	\$ 130,750.00	\$ 18,400.00
Municipal Pipe Tool Co., LLC	\$ 159,017.00	\$ 18,480.00
Insituform Technologies USA, LLC	\$ 188,726.00	\$ 28,912.00
Engineer's Opinion of Probable Cost	\$ 190,600.00	\$ 24,000.00

Based on our review of the bid totals, SAK Construction, LLC submitted the lowest bid total with the base bid amount of \$130,750.00. SAK Construction, LLC provided references and showed their experience with previous sanitary sewer rehabilitation projects. SAK confirmed by email on 9/18/25 that they are comfortable with their base bid total of \$130,750.00. For comparison, the Engineer's Opinion of Probable Cost from GBA was \$190,600.00. The average bid price of the three bids was \$159,497, without the bid alternate included. This shows that the bid from SAK Construction, LLC is lower than the average bid amount, but still within 18% of the average bid total. The Engineer's Opinion of Probable Cost was higher than the bids received, but this is believed to be due to market fluctuations since the EOPC was completed.

Based on the information obtained and reviewed by GBA, we can find no evidence that would indicate that SAK Construction, LLC will not be able to complete Project SAN0017-25 3rd and Hulett Sanitary Sewer Rehabilitation in a timely and efficient manner. GBA recommends that the bid be awarded to SAK Construction, LLC and that SAK's bid total including Bid Alternate 1 be accepted for a total bid amount of \$149,150.00. SAK Construction, LLC submitted the lowest bid for the project and they met all requirements for being the lowest responsive bidder.

Sincerely,

GEORGE BUTLER ASSOCIATES, INC.



Daria Sakharova, P.E.
Lead Engineer

Enclosure:

3rd and Hulett Sanitary Sewer Rehabilitation Project Bid Tabulation

Marketing/Communications Update

September 2025

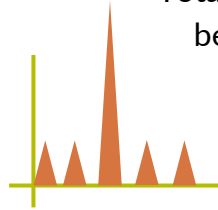
<http://EdgertonKS.org>

15,781

46,174

Total number of users visiting between April 1 - Sept 1

Pages viewed between April 1 - Sept 1

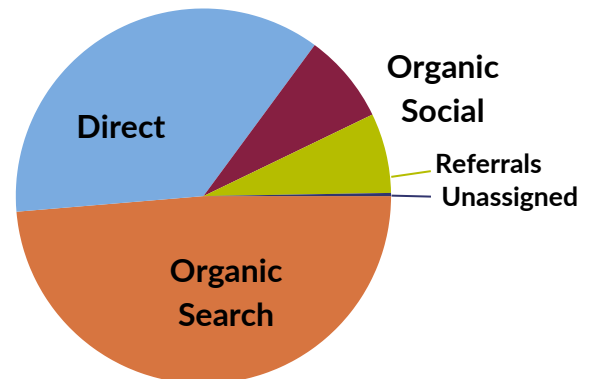


Large spike in views for July 3rd

21 News Posts since Aug 1

55% Majority of site traffic has been on desktop between April and September

How People Find Us:



Social Media: Facebook



Total # of followers increase since Apr 1

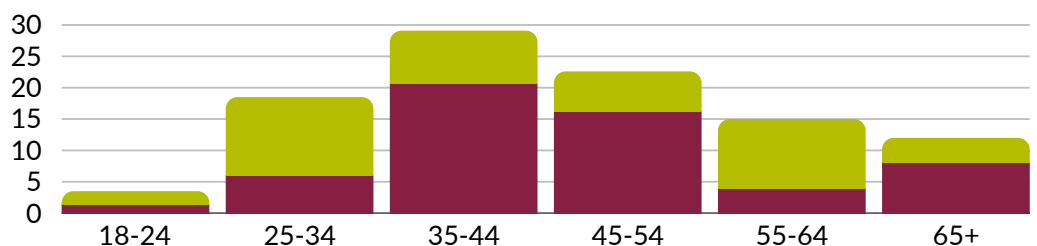
323

People reached Apr 1-Feb 28

115.3K

Who follows us?

Men Women





Municipal Court Report

Jan 1 - Aug 31 2025

City Council Meeting
September 25, 2025

Edgerton Municipal Court is held on the first and third Tuesdays of every month beginning at 2:00 p.m.
The City's Court is managed by a Court Clerk with a contracted judge and prosecutor.

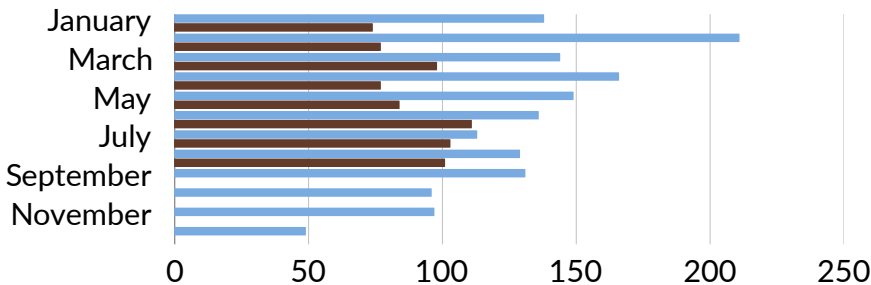
Edgerton Municipal Court



Payment Plans Managed	9
Warrants Issued	36
Warrants Cleared	22
Warrants Recalled	5

Citations By Month

● 2024 ● 2025



Time to Disposition- Jan-Aug 2025

27% within 30 days

74% within 90 days

Fines and Fees

\$61,042

fines/fees ordered

\$32,179

fines/fees collected*

*Approximately 12% of collections are remitted to the State of Kansas

90% compliance rate

State Fees Collected

Reinstatement Fixed Fee	\$15.00
Reinstatement Fee	\$85.00
Judicial Branch Docket Fee Fund	\$22.00
Judicial Branch Education Fund	\$1.00
Law Enforcement Training Center Fund	\$22.50
Community Corrections Supervision Fee - DUI	\$250.00
Seat Belt Safety Fund	\$20.00

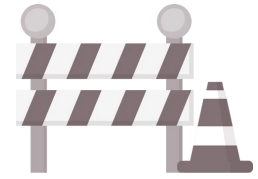




Public Works Quarterly Update

May - August
2025

Departmental Programs



Q3 Highlights

6.5 linear miles

Gravel Roads Graded

26.5 tons

Rock used

24 panel

Sidewalk Replaced

340 lane miles

Street Sweeping

5 work orders

Pavement Striping

35 cubic yards

Tree Trimming

240 cubic yards

Brush Burned

110 tons

Asphalt Patching

Signs and Traffic Control

32 Total Sign Work Orders



9 Repairs and Replacements

6 New Signs



3 Traffic Control - Detour Route Setups

Logo and Fleet Decals for New Vehicles and Equipment



Other Duties

Vehicle and Equipment Maintenance	62 Work Orders, 6 UMs & ERS
Jetting Program	3 Work Orders, 90% Complete
Valve Exercising Program	4 Work Orders
Training	5 Trainings, 136 Man Hours Spent
On-Call	9 Activations