

**EDGERTON CITY COUNCIL**  
**AMENDED MEETING AGENDA**  
**CITY HALL, 404 EAST NELSON STREET**  
**June 12, 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 May 22, 2025, Regular City Council Meeting**

**Regular Agenda**

**5. 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.

**6. 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](mailto:CityClerk@edgertonks.org). Written comments shall include name and address for the record.

**7. Presentation by Kevin O'Brien**

**Business Requiring Action**

**8. CONSIDER AWARD OF AN EMERGENCY REPAIR ON CULVERT PIPE ON 191ST STREET BETWEEN WAVERLY ROAD AND MONTROSE STREET TO KANSAS HEAVY CONSTRUCTION LLC**

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

9. **CONSIDER AN AGREEMENT WITH THE KANSAS DEPARTMENT OF COMMERCE TO ACCEPT AWARD OF A TOWNS PROGRAM GRANT OF \$10,000.00 FOR PARK FURNISHINGS**

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

10. **CONSIDER APPROVAL OF ENCROACHMENT AGREEMENT WITH KPC PIPELINE LLC RELATED TO THE EAST 2ND STREET RECONSTRUCTION PROJECT**

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

11. **CONSIDER AN AGREEMENT WITH AERIAL FX FOR FIREWORKS SHOW FOR JULY 3, 2025**

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

12. **Report by the City Administrator**

- Public Works and Utilities Q1 Report

13. **Report by the Mayor**

14. **Future Meeting Reminders:**

June 12: City Council Meeting  
June 26: City Council Meeting  
July 8: Planning Commission Meeting  
July 10: City Council Meeting  
July 24: City Council Meeting

15. **Adjourn**

## EVENTS

June 18: Senior Lunch & BINGO  
June 19: Juneteenth – City Offices Closed  
June 20-21: Edgerton Frontier Days Festival  
June 24: Toddler Gym Jam  
June 26: Pickleball with Firefighters  
July 3: 3<sup>rd</sup> of July Community Picnic and Fireworks

**City of Edgerton, Kansas**  
**Minutes of City Council Regular Session**  
**May 22, 2025**

A Regular Session of the City Council was held in the Edgerton City Hall, 404 E. Nelson, Edgerton, Kansas May 22, 2025. The meeting convened at 7:00 PM with Mayor Roberts presiding.

**1. ROLL CALL**

Donald Roberts	Present
Clay Longanecker	Present
Josh Lewis	Absent
Deb Lebakken	Present
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 Attorney, Todd Luckman
- CIP Project Manager, Holly Robertson
- Senior Accountant, Justin Vermillion
- Development Services Director, Zach Moore
- Parks and Recreation Director, Levi Meyer
- Construction Inspector, Todd Veeman
- Public Works Foreman, Chase Forester

**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 May 8, 2025, Regular City Council Meeting

Councilmember Lebakken moved to approve, seconded by Councilmember Malloy. The minutes were approved, 4-0.

**Regular Agenda**

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

**6. Public Comments.**

Mr. Bill LaFalce at 516 W 4<sup>th</sup> St addressed the Council. He thanked Council for giving him Mr. Moore's contact information to follow-up regarding the flooding in his yard and neighborhood. Mr. LaFalce brought a loaf of bread as a symbol to Council that when his issue is resolved he will break bread with City Council.

- Darel Mason, Home Sales Consultant for Rausch Coleman homes at Dwyer Farms, invited all to the Dwyer Farms grand opening on June 5<sup>th</sup> from 10:30am-1pm. Mr. Mason stated he would be happy to provide tours.
- Jason Sowers at 19911 Peppertree Ln. sent an email that was read into the record by Interim City Clerk, Alex Firth. The text is below:

Dear City of Edgerton,

I am writing to formally submit a claim regarding the incomplete planting of trees intended to serve as a landscaping screen along my property located at 19911 Pepper Tree Ln.

As part of the original landscaping plan detailed in Ordinance 905 there was commitment to install a landscape screen adjacent to my home. While some trees have been planted, the project remains unfinished, and the gaps in planting significantly reduce the intended effect of the landscape screen. The landscaping screen, in accordance with Ordinance 905, was supposed to be completed at the time of the first development of the Edgerton Crossing development of the site.

I respectfully request that the city prioritize this issue with the site's developers, and completes the tree planting as originally committed to.

Please let me know the anticipated timeline for resolving this matter. I have been working with Zachary Moore since August 2024 on this request, and would like to see this issue resolved before the weather turns hot and creates unfavorable conditions for tree survival. I would be happy to meet or discuss further to provide any additional information needed to help facilitate the completion of this project.

Thank you for your attention to this request, and I look forward to your response.

Sincerely,  
Jason Sowers

## 7. **Outside Agency Funding Request Presentations**

Mayor Roberts stated at Council's direction, staff made some changes to the outside agency budget request process for the 2026 budget. These changes include an application showing the benefits for Edgerton residents.

Ms. Banks introduced five outside agencies that requested funds this year and stated that there are 2 agencies that have requested funds in the past and did not submit fund requests this year.

- Johnson County Human Services Utility Assistance

Joanne Hayworth and Sarah Wyland presented to the council. They gave an overview of the Utility Assistance and Emergency Assistance Program for low-income residents. The program offers financial help to qualifying households for past due utility bills through a partnership with cities, utility companies, faith-based organizations and family support services. They reviewed the qualifications for residents to apply and requested \$4,000 for 2026 budget year due to increased years. They stated so far this year, eight Edgerton households have received assistance for a total of \$1517.

Mayor Roberts commented that this fund is 100% utilized in Edgerton only and if not used it carries over to the next year.

Mr. Longanecker stated that he wished that the funding request for this entity had remained at \$1,800. He understands that they are in more need now looking at the growing number of those who helped. Mr. Malloy agreed and stated that with the amount of additional people that they have helped in just May means that more funding is necessary

Councilmember Longanecker made a motion to approve the \$4,000 funding request for the 2026 budget. Councilmember Lebakken seconded the motion. The funding request was approved, 4-0.

- United Community Services (UCS) of Johnson County Human Service Fund

Erika Garcia Reyes presented to the Council. Her agency is requesting \$5,000. In existence since 1990, this fund is made up of general tax dollars awarded to non-profits on an annual basis. Edgerton has contributed since 2012. This fund helps provide aid to those that are at or near the 200% poverty line. This accounts for about 10% of the county's population, or 1 in 10 residents. This fund is a pool of general tax dollars from 14 jurisdictions and Johnson County Government including Edgerton. She emphasized that about 100 or 4% of Edgerton residents receive support through UCS programs.

Mr. Mayor stated that he did not have any questions for Ms. Reyes but that this fund is the largest combined pool.

Councilmember Conus made a motion to approve the \$5,000 funding request for the 2026 budget. Councilmember Malloy seconded the motion. The funding request was approved, 4-0.

- GEHS Project Grad

Jennie Adrian presented the Project Grad request to Council. She explained the program offers a safe, fun, and substance-free celebration for seniors on graduation night. She stated there are approximately 30 Edgerton students out of the 2026 Graduation Class out of 427 total students.

Mayor Roberts stated he did some quick math and Edgerton would pay for \$166.67 per student and with the funding request up from last year for 30 students that would be a donation of \$233.34 per student. If we were to apply that amount to Gardner per student, they would be paying \$41,665 in total if they were to donate \$233.34 per student.

Mr. Conus asked about the attendance rate for the recent 2025 celebration. Mr. Malloy stated that Ms. Adrian did not say but since Mr. Malloy had a graduate this year, he stated there was an amazing turn out. Mr. Malloy stated that he is very appreciative of the safe environment that Project Grad provides for our high school graduates.

Mr. Conus stated that he feels that this amount is way too much based on only having 7% of the graduating class being from Edgerton.

Mr. Malloy said he would feel comfortable at \$5,000. The City Council unanimously agreed that they would like to encourage Gardner to step up and fund more from previous years since they have significantly more students than Edgerton does graduating from the high school.

Mayor Roberts stated that this is a safe environment for the kids, and you cannot put a price on one life. Ms. Lebakken agreed to this and stated that it takes a village.

Councilmember Longanecker made a motion to approve the \$5,000 funding request for the 2026 budget. Councilmember Lebakken seconded the motion. The funding request was approved, 4-0.

- Edgerton Frontier Days

Tina Mathos, Treasurer of Edgerton Frontier Days, presented their request to the Council. She stated Frontier Days is a time for our community to get together and have a good time and the amount requested does not include hours of Edgerton employees. Ms. Mathos stated that Frontier Days could not be more excited to make use of the new Greenspace, and they are looking to do an "Edgerton's Got Talent" competition on Saturday. They are asking for an increase for next year from \$30,000 to \$35,000 to bring back larger performances and explore rides for the carnival again.

Mayor Roberts stated that Frontier Days put on the application that they are expecting 300 residents instead of 200 from last year. He stated that this would be a 17% increase from last year if we grant to increase for budget.

Mr. Malloy stated that he does not feel comfortable with an increase for Frontier days due to the amount of staff time and effort put into the event. Mr. Malloy suggests the amount of \$30,000 due to the amount of time and effort that city staff puts into this event as well. Ms. Lebakken agreed with this and stated that \$30,000 would be enough as the City does a lot for Frontier Days.

Councilmember Malloy made a motion to approve the \$30,000 funding request for the 2026 budget. Councilmember Lebakken seconded the motion. The funding request was approved, 4-0.

- ElevateEdgerton!

James Oltman, President of ElevateEdgerton!, presented to the Council. He reviewed some of the major highlights from the past year, including the construction and sale of more than a dozen new homes with hundreds more planned. He highlighted the new businesses in Edgerton, including Lennox at LPKC, Maverik at Edgerton Crossing, IHOP and Scoopy's Café. For 2026, Mr. Oltman requested the same amount as 2025, which is \$67,500 cash contribution and \$10,000 in-kind for Ms. Banks assistance with marketing and communications.

Mr. Conus asked what percentage of Edgerton's funding makes up the funding for ElevateEdgerton!. Mr. Oltman stated that the percentage can vary based on memberships, but it is around 25%.

Mr. Conus said that when Mr. Oltman first came in Mr. Conus was skeptical of the change and wanted to see some development from Mr. Oltman. Mr. Conus said that he is happy to see the success of the organization. Mr. Conus also thanked Mayor Roberts and Staff for their contributions to the development and growth of the city.

Ms. Linn stated that the two entities that did not make a funding request will not be added to the draft budget for next year. Mayor Roberts agreed that if they were not able to meet our deadline that they should not be rewarded for not making out deadline. We have a deadline for our budgets and must hold to that.

Councilmember Conus made a motion to approve the \$67,500 funding request for the 2026 budget for ElevateEdgerton! Councilmember Lebakken seconded the motion. The funding request was approved, 4-0.

#### **8. New Employee Introduction – Cody Walton**

Mr. Levi Meyer, Director of Parks and Recreation, introduced Cody Walton.

Mr. Walton stated he is excited about working for the city. Before this, Mr. Walton worked in special education, and he is excited to get back outside.

**Business Requiring Action**

**9. CONSIDER A CONTRACT WITH LK POWER SYSTEMS FOR GENERATOR MAINTENANCE AND TESTING SERVICES**

Trey Whitaker, Assistant to the City Administrator, presented to City Council.

On April 8, 2025, City Staff solicited bids for onsite generator maintenance for seven (7) generators. Six (6) of these units are in the Utility Department and provide backup power to the City lift stations and the Big Bull Creek Wastewater Treatment Plant (BBCWWTP). The seventh (7<sup>th</sup>) generator is the new unit that was installed with the construction of The Greenspace.

Generators are relied upon when there is an interruption of power. Maintenance includes inspections every 6 months to include the checking of oil, filters, coolant and taking fuel samples. This service contract also includes a two (2) hour load bank test, which puts the generator under load to ensure it can handle the power demands should a power interruption occur.

Three quotes were submitted, ranging \$11,050 to \$15,727. Staff recommend the selection of the lowest and best bid from LK Power Systems. This contract/agreement is for a term of 3 years.

Councilmember Longanecker asked how often they perform maintenance. Mr. Whitaker stated that it is every year. LK Power is a new group for the City. In the past, he stated the City has used Foley, but LK Power came in with the lower bid. Staff did check references.

Councilmember Longanecker asked what happens if there is a problem. Mr. Whitaker stated that there is an emergency response for this contract if there is something wrong with the generator. Councilmember Conus asked if we would have to shut off power to the Greenspace to test. Mr. Whitaker stated they would make sure maintenance is scheduled for good weather and the building would be running off normal power and would not need the generator.

Councilmember Longanecker moved to approve, seconded by Councilmember Lebakken. The motion carried, 4-0.

**10. CONSIDER CHANGE ORDER #4 AND FINAL ACCEPTANCE OF CONTRACT WITH BEEMER CONSTRUCTION CO. FOR SITE #1 OF THE DWYER FARMS SANITARY SEWER EXTENSION PROJECT**

Holly Robertson, CIP Project Manager, presented the item to the council. This is the final change order for Beemer Construction as part of the Dwyer Farms Sanitary Sewer Extension Project, Site 1.

The change order presented tonight includes the final quantities for the project and includes costs associated with fuel for a pump to lower the water level around the bore pit after excessive rain and snow from October 2024 through March 2025. Additionally, the pumps could not run during freezing temperatures early in 2025 resulting in additional labor to defrost the pumps each workday. The table included in the packet summarizes the charges.



The price for Change Order #4 is \$38,991.14. The original contract with Beemer was \$747,900, and final contract amount is \$839,821.75. She stated funding for this project initially comes through the Kansas Department of Health and Environment (KDHE) State Revolving Loan Fund. The long-term funding source will be Rural Housing Incentive District (RHID).

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

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

- Annual Review of Water Emergency and Water Conservation Plans

Mr. Whitaker presented the Annual Review of Water Emergency, Water Conservation Plans to City Council. He stated there were no major changes to the plans, except to update the language regarding the new water purchase contract Council approved with Baldwin City.

#### **12. Report by the Mayor**

- Mayor Roberts stated Council after Council tabled this item last time, they needed to consider Resolution No. 05-22-25A to approve appointments certain public officials.

The Resolution includes the following appointments to serve the City of Edgerton:

Alex Firth as Interim City Clerk  
Karen Kindle as City Treasurer  
Todd Luckman as City Attorney  
Nate Sutton as Municipal Judge  
Tom Barnes II as Municipal Prosecutor  
David Hamby as City Engineer

Councilmember Lebakken motioned to approve Resolution N. 05-22-25A, seconded by Councilmember Longanecker. The motion passed 4-0.

#### **13. Future Meeting Reminders**

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

#### **14. Adjourn**

Councilmember Longanecker moved to adjourn, seconded by Councilmember Lebakken. The meeting was adjourned at 8:41 pm with a 4-0 vote.

Submitted by Alex Firth, Interim City Clerk.

## City Council Action Item

**Council Meeting Date:** June 12, 2025

**Department:** Public Works

### **Agenda Item: Consider Award of an Emergency Repair on Culvert Pipe on 191<sup>st</sup> Street between Waverly Road and Montrose Street to Kansas Heavy Construction LLC.**

**Background/Description of Item:**

During the rain event on June 3, 2025, which resulted in heavy rain and flash flood conditions, the culvert that runs under 191<sup>st</sup> Street between Waverly and Montrose washed away base rock and a section of drainage pipe. The amount of rain for this event was 2.21 inches according to stormwatch.com.

The pictures attached show the bottom of pipe has deteriorated to the point that the best option is to replace the pipe under 191<sup>st</sup> Street. Additionally, the street base around the pipe has washed downstream and undermined the driving surface. Due to the location of the wash out and the road use, repair is urgently needed to avoid subsidence and undermining of the road section along 191<sup>st</sup> Street.

The project will remove approximately 40 linear feet of 36" CMP and replace with 36" RCP as well as install a new 36" RCP end section and rip rap. This project will also include the removal and replacement of 7" of concrete base and 2" asphalt cap. This will improve the existing conditions of the roadway and stormwater infrastructure in this area. The Public Works Department will provide traffic control and detours for this project. Staff anticipate the road closure to be one week.

As this is an emergency repair of the roadway, Staff have requested bids from three contractors and received two responses.

Company	Bid Price
Kansas Heavy Construction LLC	\$30,560.00
Bluebird Outdoors	\$36,000.00
Sunflower Paving	No Bid

**Recommendation for 191<sup>st</sup> Street Culvert Repair**

Staff recommend using unencumbered fund balance from the General Fund for this work. Council policy is to maintain between 17% and 25% of operating expenditures as a reserve for emergencies, items not covered by insurance, etc. There are adequate unencumbered funds above the required reserve available for this repair, so the reserves remain intact.

Staff have reviewed all bids and recommend approving the bid from Kansas Heavy Construction LLC. for the project as summarized below. The PSA has previously been approved by City Attorney.

Item No.	Item Description	Qty	Unit	Unit Cost	Total Cost
1	Mobilization	1	LS	\$2,000.00	\$2,000.00
2	Remove 36" CMP-Replace with 36" RCP	40	LF	\$310.00	\$12,400.00
3	Install 36" RCP End Section	2	EA	\$2,870.00	\$5,740.00
4	Install Rip Rap	10	SY	\$125.00	\$1,250.00
5	Remove Pavement – Install 7" Concrete Base	28	SY	\$185.00	\$5,180.00
Add	2" Asphalt Cap	28	SY	\$55.00	\$1,540.00
Add	Use Flowable Fill in lieu of AB-3 Backfill	1	LS	\$2,450	\$2,450.00
				Total	\$30,560.00

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

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**Funding Source:** Unencumbered Fund Balance from the General Fund

**Budget Allocated:** N/A. Staff will utilize unencumbered fund balance in the amount of \$30,560 to fund this expenditure.

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

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<b>Recommended Motion: Approve Award of an Emergency Repair on Culvert Pipe on 191<sup>st</sup> Street between Waverly Road and Montrose Street to Kansas Heavy Construction LLC. in the amount of \$30,560.00.</b>
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**Enclosed:** Map of Project Area  
Pictures on issues  
PSA - Kansas Heavy Bid

**Prepared by:** Todd Veeman – Construction Inspector

***Map of Construction Area for 191<sup>st</sup> Street Culvert Repair***





***Pictures of the 191<sup>st</sup> Street Construction Area***



**Fig. 1 – On the southside of 191<sup>st</sup> Street  
looking north**



**Fig. 2 – Bottom of pipe has deteriorated away**



**Fig. 3 – On the northside of 191<sup>st</sup> Street  
Looking south**



**Fig. 4 – Drainage pipe has separated**



**Fig. 5 – On 191<sup>st</sup> Street looking east**

**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 Kansas Heavy Construction, LLC, 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"):

191<sup>st</sup> Street Culvert Repair

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

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

## SECTION 5 – MUTUAL PROVISIONS

### 5.1 TERMINATION

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

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

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

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

### 5.2 DISPUTE RESOLUTION

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

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

### 5.3 OWNERSHIP OF INSTRUMENTS OF SERVICE

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

### 5.4 INDEMNIFY AND HOLD HARMLESS

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

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

### 5.5 ENTIRE AGREEMENT

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

### 5.6 APPLICABLE LAW

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

### 5.7 ASSIGNMENT OF AGREEMENT

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

### 5.8 NO THIRD PARTY BENEFICIARIES

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

### 5.9 COMPLIANCE WITH LAWS

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

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

5.10 TITLES, SUBHEADS AND CAPITALIZATION

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

5.11 SEVERABILITY CLAUSE

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

5.12 FIELD REPRESENTATION

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

5.13 HAZARDOUS MATERIALS

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

5.14 AFFIRMATIVE ACTION

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

5.15 SPECIAL PROVISIONS

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

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

**CONSULTANT:**

**CLIENT:**

\_\_\_\_\_  
**(Firm Name)**

**City of Edgerton,  
Kansas**

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

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

END OF CONSULTANT-CLIENT AGREEMENT

**EXHIBIT 1**  
**SCOPE OF SERVICES**



## Kansas Heavy Construction, LLC

19501 State Avenue  
Tonganoxie, Kansas 66086  
(913) 845 – 2121  
Fax: 845 – 2813

City of Edgerton, Kansas  
Attn: Todd Veeman  
191st and Waverly Emergency Pipe Replacement  
May 5th, 2025

1	Mobilization	1	LS	\$	2,000.00	\$	2,000.00
2	Remove 36" CMP - Replace with 36" RCP	40	LF	\$	310.00	\$	12,400.00
3	Install 36" RCP End Section	2	EA	\$	2,870.00	\$	5,740.00
4	Install Rip Rap	10	SY	\$	125.00	\$	1,250.00
5	Remove Pavement - Install 7" Concrete Base	28	SY	\$	185.00	\$	5,180.00
<b>Total</b>						<b>\$</b>	<b>26,570.00</b>

### Add/Deducts

Add - 2" Asphalt Cap - 28SY @ \$55.00 per SY - **\$1,540.00**

Add - Use flowable fill in lieu of AB-3 Backfill - **\$2,450.00**

Deduct - Use HP Pipe in lieu of RCP - <\$800.00>

*\$ 30,560*

This pricing included all labor, equipment, and material to complete the work as described in the onsite meeting on 6-5-25. This pricing is assuming the City of Edgerton installs and removes traffic control and detour.

We believe we could start this work as early as Tuesday, June 10th. We anticipate one week of closure to complete all work.

We appreciate the opportunity and look forward to hearing from you. Don't hesitate to call with questions.

*Matthew A. Gripha*

Matt Gripha  
Kansas Heavy Construction.

## **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 name City, its officers, officials, employees, and agents as additional insureds on a primary basis, not contributing with any insurance maintained by the additional insured, using ISO additional insured endorsement CG 2010, or its equivalent, copies of which are required to be attached to the certificate of insurance.

**(2) WORKERS COMPENSATION - STATUTORY & EMPLOYERS LIABILITY**

\$100,000 Each Accident

\$500,000 Policy Limit - Disease

\$100,000 Each Employee – Disease

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

**(3) PROFESSIONAL LIABILITY / ERRORS & OMISSIONS**

\$1,000,000 Per Claim

\$2,000,000 Aggregate

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



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



## Kansas Heavy Construction, LLC

19501 State Avenue  
Tonganoxie, Kansas 66086  
(913) 845 – 2121  
Fax: 845 – 2813

City of Edgerton, Kansas  
Attn: Todd Veeman  
191st and Waverly Emergency Pipe Replacement  
May 5th, 2025

1	Mobilization	1	LS	\$	2,000.00	\$	2,000.00
2	Remove 36" CMP - Replace with 36" RCP	40	LF	\$	310.00	\$	12,400.00
3	Install 36" RCP End Section	2	EA	\$	2,870.00	\$	5,740.00
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<b>Total</b>						<b>\$</b>	<b>26,570.00</b>

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This pricing included all labor, equipment, and material to complete the work as described in the onsite meeting on 6-5-25. This pricing is assuming the City of Edgerton installs and removes traffic control and detour.

We believe we could start this work as early as Tuesday, June 10th. We anticipate one week of closure to complete all work.

We appreciate the opportunity and look forward to hearing from you. Don't hesitate to call with questions.

*Matthew A. Gripha*

Matt Gripha  
Kansas Heavy Construction.

**EXHIBIT 4**  
**SPECIAL PROVISIONS**



## Kansas Heavy Construction, LLC

19501 State Avenue  
Tonganoxie, Kansas 66086  
(913) 845 – 2121  
Fax: 845 – 2813

City of Edgerton, Kansas  
Attn: Todd Veeman  
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*Matthew A. Gripha*

Matt Gripha  
Kansas Heavy Construction.

## City Council Action Item

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**Council Meeting Date:** June 12, 2025

**Department:** Public Works / Parks and Recreation

**Agenda Item: Consider an Agreement with the Kansas Department of Commerce to Accept Award of a TOWNS Program Grant of \$10,000.00 for Park Furnishings.**

**Background/Description of Item:**

In January of 2025 the City Administrator approved the submission of an application to the Kansas Department of Commerce (KDC) TOWNS Grant Program. The program seeks to support the community revitalization of Kansas communities under 5,000 population through investments in quality-of-life initiatives that make a community more accessible for residents and visitors. The application was submitted by City Staff for the purchase of bike racks/skateboard racks at The Greenspace and Glendell Acres and the replacement and upgrade of the trash receptacle and park bench at Bridgewater Park. Park furnishings were budgeted in the 2025 Parks budget and \$3,000 of this budget was included as a grant match if awarded.

In May 2025 Edgerton was informed by the Department of Commerce's Office of Rural Prosperity in partnership with the Sunflower Foundation that our TOWNS grant was approved for funding of \$10,000, the maximum award available through the program. In addition to our City match of \$3,000 that makes the project total \$13,000 for park furnishings. The project will require staff time to procure and install the park furnishings as well as manage the grant. The projects must be completed within 12 months.

City Staff recommend accepting this award pending City Attorney review and approval.

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

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**Funding Source:**     \$10,000 TOWNS Grant Program – Kansas Depart. of Commerce  
                                 \$3,000 Parks Budget for Park Furnishings

**Budget Allocated:** \$13,000

x Karen E. Kindle

**Finance Director Approval:**

Karen Kindle, Finance Director

---

**Recommendation: Approve an Agreement with the Kansas Department of Commerce to Accept Award of a TOWNS Program Grant of \$10,000.00 for Park Furnishings.**

**Enclosed:**

Grant Agreement

**Prepared by:**

Holly Robertson, P.E. CIP Project Manager

**THE KANSAS DEPARTMENT OF COMMERCE  
TOWNS GRANT AGREEMENT**

This Agreement is entered into between the Kansas Department of Commerce, (“Commerce”) and The City of Edgerton (the “Grantee” and collectively with Commerce shall be referred to as the “Parties”).

**WHEREAS**, the Kansas Department of Commerce seeks to support the community revitalization of Kansas communities under 5,000 population through investments in quality-of-place initiatives; and

**WHEREAS**, Commerce intends to support economic revitalization through its Towns Grant program by funding projects that refresh, reenergize and unlock the beauty in a community, support revitalization of community spaces, or make the community more accessible for residents and visitors; and

**WHEREAS**, Grantee seeks funding and has submitted an application to implement an economic revitalization project(s) in a Kansas community with a population under 5,000 (the “Project(s)”); and

**WHEREAS**, the Secretary has determined that awarding funds to Grantee will benefit the State of Kansas by supporting the quality-of-place initiatives that will revitalize rural Kansas communities and by extension the overall economy in Kansas.

**NOW, THEREFORE**, the Parties agree as follows:

**I. CONTRACT DOCUMENTS AND CONFLICT PRIORITIES.** The following documents are hereby incorporated by reference into this Agreement:

- A. This Agreement, and any amendments, executed by all parties.
- B. Contractual Provisions Attachment form (DA-146a), Attachment A
- C. Towns Community Revitalization Project Requirements, Attachment B
- D. Grantee’s Towns Program Application, timeline(s), and detailed budget(s), Attachment C

Any conflict of the foregoing documents shall be resolved by reliance upon the documents in the order listed above.

**II. PURPOSE.** The purpose of this Agreement is to establish a contractual relationship between Commerce and Grantee to utilize the Towns grant to implement Projects that support community revitalization of Kansas communities with populations under 5,000, as described in the Grantee’s Towns Application, timeline(s) and detailed budget(s), Attachment C.

**III. TERM.** The term of this Agreement shall be twelve months from the date both Parties



sign this Agreement (the “Effective Date”). Grantee shall have a continuing duty beyond the end date to provide reports, as set forth in Section VI, and retain records, as set forth in Section VII.

- IV. **GRANT FUNDS.** In consideration of the covenants to be provided by Grantee, Commerce agrees to provide grant funds in an amount not to exceed \$10,000 which shall constitute the maximum amount due by Commerce to Grantee under this Agreement. Grant funds will be distributed in two equal payments. The first payment will be payable within thirty (30) days of the Effective Date. The final and second payment will be payable within thirty (30) days of the completion of the Project(s). Commerce is providing these grant funds to Grantee for the express purposes set forth in this Agreement.

For purposes of this Agreement, the Project(s) shall be deemed completed upon Grantee’s final submission to Commerce of (1) all monthly update reports, (2) a current expense tracking sheet and receipts, (3) progress photos, and, if applicable, (4) a site visit, all of which must be deemed satisfactory by Commerce.

- V. **COVENANTS OF GRANTEE.** In consideration of the grant funds referenced in Section IV, Grantee must satisfy the covenants set forth in this Agreement. This includes, but is not limited to, the following:

- A. Utilize the grant funds for eligible project expenses to complete the Project(s) as described in Attachment C.
- B. Meet the requirements for each of the Project(s) as described in Attachment B.
- C. Implement the Project(s) according to the timeline(s) described in Attachment C. The Grantee shall request written approval for changes in the Project(s) timelines due to unknown mitigating circumstances.
- D. Provide a cash match equal to or greater than 10% of the total cost of the Project(s), as reflected in Attachment C. Matching funds must come from private sources or non-state funded grants. For communities under 1,000 population, the match may be a combination or all in-kind.
- E. Request written approval from Commerce for changes to any Project(s) budget(s) that exceed ten percent (10%) of the Project(s) budget(s). The Grantee shall also request written approval utilizing the project amendment form for changes in the Project expenses due to unknown mitigating circumstances.
- F. Establish and maintain an accounting system in accordance with generally accepted accounting principles that ensures effective control over and accountability for all grant and matching funds. A separate fund within the accounting system shall be established for the tracking of grant and matching funds.

- G. Permit Commerce on-site visits to monitor the progress of the Project(s), including, but not limited to, the site visit described in Section IV.
- H. Submit a review request to the Kansas State Historic Preservation Office (SHPO) for property that is registered in the National Register of Historic Places or the Register of Kansas Historic Places, if any of the Project(s) contemplate(s) any physical impact on property, such as construction, rehabilitation, property additions, or remodeling. Grantee shall submit any SHPO review determination letter(s) to Commerce.
- I. Comply with all other provisions set forth within this Agreement and its incorporating documents and any subsequent amendments.

**VI. REPORTING.** Grantee shall provide a project update detailing the use of the grant funds in such a way that are consistent with the Project(s) as described in Attachment C and a current expense tracking sheet and receipts by the last day of each month. Grantee's reports shall identify all grant funds remaining to be spent, project progress and outcome of the project. Such reports will be in the form reasonably requested by Commerce and submitted electronically to the location decided by Commerce. Grantee shall provide such further information as may be requested by Commerce.

Upon completion of the Project(s), a final site visit by Commerce will take place to close out the grant.

**VII. RECORD RETENTION.** Grantee shall create, maintain, and preserve sufficient records to demonstrate their compliance with the requirements of this Agreement, and Grantee shall provide such records to Commerce promptly upon written request by Commerce. Such records shall be maintained not less than three (3) years after the termination of this Agreement.

**VIII. DEFAULT.** Commerce, in its discretion, may declare Grantee in default under this Agreement upon the occurrence any of the following:

- A. Grantee's failure to apply the grant funds to the purposes set forth in Section II of this Agreement.
- B. Grantee's failure to use grant funds as described in Attachment C or for project(s) consistent with Attachment B.
- C. Grantee's failure to timely provide reports required under Section IV and VI of this Agreement.
- D. Grantee's failure to disclose that it was the recipient of grant funds under any other Commerce grant program since 2019.
- E. The failure by Grantee to otherwise satisfy, in any manner, any of the other

obligations of Grantee as set forth in Section V or any other part of this Agreement and its incorporated attachments, or any subsequent amendments.

In the event of a default under this Section, Commerce shall provide Grantee with written notice of default and an opportunity to cure such default. If the default has not been resolved within thirty (30) days of the initial notice of default, then Commerce, at its option, may terminate this Agreement and require any or all grant funds previously provided by Commerce be repaid by Grantee and/or not provide any remaining grant funds to Grantee.

- IX. TERMINATION.** Commerce may terminate this Agreement without cause upon thirty (30) days written notice before the effective termination date. Commerce may also terminate this Agreement, in whole or in part, if Grantee has failed to comply with the conditions of the Agreement, its incorporated Attachments, including Grantee's Application, timelines(s) and budget(s), or subsequent amendments. If the Agreement is terminated by Commerce, Grantee shall provide a final report within forty-five (45) days after receiving notice of termination. Termination shall be effective as of the date specified in the notice.
- X. REPAYMENT.** Commerce reserves the right to determine the eligibility of the use of grant funds and shall reserve the right to take expended or unexpended funds back from the Grantee for those uses of said funds that are considered ineligible pursuant to this Agreement and its incorporated Attachments, any subsequent amendments, and Grantee's Application and Budget. Grantee shall be required to return grant funds in the case of default consistent with Section VIII or termination consistent with Section IX. Grantee shall also be required to repay any grant funds under this Agreement for which no action has been taken by Grantee to use funds consistent with Section II.
- XI. NOTICES.** All notices, demands, requests, approvals, reports, instructions, or other communications which may be required or desired to be given by either party shall be in writing and shall be made by personal delivery, sent by United States Mail, postage prepaid, or by email. Properly addressed notices shall be presumed to be delivered on the third business day subsequent to the mailing date. If such notice is sent by email, notice shall be presumed to be received upon transmission.

- A. Notices to Commerce shall be addressed as follows:

Kansas Department of Commerce  
Attn: Trisha Purdon, Director, Office of Rural Prosperity  
107 ½ N. Penn, Suite 2AB  
Independence, Kansas 67301  
Trisha.Purdon@ks.gov

- B. Notices to Grantee shall be addressed as follows:

The City of Edgerton

Attn: Holly Robertson  
404 E Nelson PO Box 255  
Edgerton, KS 66021  
hrobertson@edgertonks.org

- XII. INDEPENDENT CONTRACTOR.** All parties hereto, in the performance of this Agreement, will be acting separately in their respective legal capacities and not as agents, employees, partners, joint venturers in a joint venture, or as associates of one another. Employees or agents of one party shall not be named or construed to be the employees or agents of the other party for any purpose whatsoever.
- XIII. ASSURANCES.** Grantee certifies that Grantee is an organization in good standing under the laws of the State of Kansas, is not the subject of any ongoing or pending bankruptcy proceedings and does not intend to file for protection under the bankruptcy laws of the United States, and is in compliance and will remain in compliance with all eligibility requirements and state and federal laws applicable to this Agreement.
- XIV. SEVERABILITY.** The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision.
- XV. ASSIGNMENT.** This Agreement shall inure to the benefit of and shall be binding in accordance with its terms upon Commerce, Grantee and their respective permitted successors and assigns provided that this Agreement may not be assigned by Grantee without the express written consent of Commerce.
- XVI. WAIVER.** In the event of breach of Agreement, or any provision thereof, the failure of Commerce to exercise any of its rights or remedies under this contract shall not be construed as a waiver of any such provision of the Agreement breached or as acquiescence in the breach. The remedies herein reserved shall be cumulative and additional to any other remedies at law or in equity.
- XVII. FUNDS AVAILABILITY.** The Agreement is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, Commerce reserves the right to terminate the Agreement upon written notice to Grantee. Said termination shall not be deemed a breach of contract by Commerce. Upon receipt of the written notice, Grantee shall cease all work associated with the Agreement. Should such an event occur, Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, Grantee shall have no right to recover from Commerce any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- XVIII. MODIFICATIONS.** Any amendment to this Agreement will not be effective without the express written agreement of all parties, except that in the event of changes in any applicable federal and state statutes, regulations, or guidance regarding the use of grant funds, this Agreement shall be deemed to be amended when the statutory requirements

**XIX. INDEMNIFICATION.** Grantee shall indemnify, defend, and hold harmless the State of Kansas and its officers and employees from any liabilities, claims, suits, judgments, and damages arising as a result of the performance of the obligations under this Agreement, or subsequent amendments by Grantee or any Third Party, contractor, subcontractor, or person. The liability of Grantee under this Agreement shall continue after the termination of the Agreement with respect to any liabilities, claims, suits, judgments, and damages resulting from acts occurring prior to termination of this Agreement.

**XX. CONTRACTUAL PROVISIONS ATTACHMENT (DA-146a).** The provisions found in the Contractual Provisions Attachment A (Form DA-146a), which is attached hereto and executed by the parties to this Agreement, are hereby incorporated in this Agreement and made a part hereof.

**XXI. GOVERNING LAW.** This Agreement shall be governed and construed in accordance with the laws of the State of Kansas.

1000 SW Jackson, Suite 100  
Topeka, Kansas 66612-1354  
Phone: (785) 296-1913

David C. Toland, Lt. Governor and Secretary \_\_\_\_\_ Date \_\_\_\_\_

**The City of Edgerton**  
Attn: Holly Robertson  
404 E Nelson PO Box 255  
Edgerton, KS 66021  
hrobertson@edgertonks.org  
913-424-3621

Grantee	Date
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**Contractual Provisions Attachment A**  
**DA-146a Rev. 07/19**

**1.1 Important**

The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 07-19), 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 tenth (10) day of May, 2025.

**1.2. 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.

**1.3. 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.

**1.4. Termination Due to Lack of Funding Appropriation**

If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year.

State agrees to give written notice of termination to contractor 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. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.

**1.5. Disclaimer of Liability**

No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101, et seq.).

**1.6. Anti-Discrimination Clause**

The contractor 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 contractor 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) Contractor agrees to comply with all applicable state and federal anti-discrimination laws and regulations; (g) Contractor 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 contractor has violated the

**Contractual Provisions Attachment A**  
**DA-146a Rev. 07/19**

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.

**1.7. Acceptance of Contract**

This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.

**1.8. Arbitration, Damages, Warranties**

Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do 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 State of Kansas or its agencies at law, including but not limited to, the implied warranties of merchantability and fitness for a particular purpose.

**1.9. Representative's Authority to Contract**

By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.

**1.10. Responsibility For Taxes**

The State of Kansas and its agencies 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.

**1.11. Insurance**

The State of Kansas and its agencies 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 contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.

**1.12. 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.

**1.13. 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 State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."

**1.14. 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.

## **ATTACHMENT B TOWNS COMMUNITY REVITALIZATION PROJECT REQUIREMENTS**

### **Generally**

Each Towns project must conform to and meet the project requirements of Community Revitalization Projects

Ineligible Activities/Costs: Towns grant funding cannot be used to support strategic planning, consultant reviews, community conversations or related activities, and one-time programming, such as speaker fees, event fees, salary costs, or building renovations beyond safety and accessibility. A project may have additional ineligible activity/expenses as described below. Commerce, in its sole discretion, shall determine whether a Towns Grantee and the Towns funded project(s) met the parameters of the Towns Project Requirements as described below.

### **Community Revitalization Projects**

Projects must refresh, re-energize, and unlock the beauty in each community. Projects should be permanent and low maintenance. Projects may include, but are not limited to, the following:

- Funds must be used for tangible projects.
- Community placemaking improvements such as downtown seating, equipment for main street sound systems, gathering places, and park and recreation equipment.
- Signage for communities, including welcome signs, downtown light pole banners (including brackets and hardware), and wayfinding signs (wayfinding, not signage for businesses.)
- Benches, signage, beautification, pocket parks, or permanent public art or murals
- Trash receptacles, planters and plants, bike racks, etc.
- Downtown building window cleanup and paint, including cleaning supplies (paint, curtains, lighting, brooms, etc. to help clean storefronts of vacant properties or downtown cleanup)
- Small downtown infrastructure needs, such as sidewalks, curbs, ADA and accessibility improvements, or pedestrian lighting (not full streetscape)



Title	<b>0056</b>	02/28/2025
	by <b>Holly Robertson</b> in <b>Towns Grant Application</b>	id. 49803861
	404 E Nelson PO Box 255 Edgerton, Kansas 66021 United States 9134243621 hrobertson@edgertonks.org	

<b>Original Submission</b>	02/28/2025
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Score	n/a
Organization Name:	The City of Edgerton
What is your organization type?	County or municipal government
Requested Amount:	10000
Primary Project Contact Name:	Holly Robertson
Primary Project Contact Phone:	+19134243621
Primary Project Contact Email:	hrobertson@edgertonks.org
Legal Organization Street Address:	404 E Nelson PO Box 255 Edgerton KS 66021 US 38.765142 -95.006808
Legal Organization Contact:	Holly Robertson
Organization Contact Phone:	+19134243621
Organization Contact Email:	hrobertson@edgertonks.org

## APPLICATION OVERVIEW

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This grant program was created to support small-scale quality of place projects that create quick, meaningful results in rural communities. Through the process, the program aims to increase capacity, grow community and youth engagement, mobilize volunteers, increase local investment in the community and businesses, and to increase the number of new communities applying for and winning Commerce grant awards.

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An applicant may apply to use funds to support a single project or multiple projects. Keep in mind, no more than 3 projects can be requested within an application.

For example, applicant may apply for \$3,000 for downtown seating, \$3,000 for park equipment and \$4,000 for wayfinding signs. The total may not exceed \$10,000 per application and no more than 3 projects.

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What is the problem you are trying to solve? How will this funding help?

The City of Edgerton is in the process of revitalizing our downtown area over multiple projects in the last few years including a new \$8 million community center, \$1.2 million park renovation, and Trails Master Plan. These projects include amenities for residents of all abilities to enjoy our new splash pad, concrete skate park, and community gathering spaces. This funding would help the City of Edgerton complete the final element of these projects by installing bike/skateboard racks and improving park furnishings. This funding would allow the City to complete three projects instead of one with the current budget available.

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Does your project(s) include construction of any kind?

No

Project Examples: This grant intends to refresh, re-energize and unlock the attractiveness in a community. Projects should be permanent and low maintenance. Projects may include but are not limited to: Community placemaking improvements such as downtown seating, equipment for main street sound systems, gathering places, and park and recreation equipment. Signage for communities, including welcome signs, downtown light pole banners (including brackets and hardware), and wayfinding signs (wayfinding, not signage for businesses.) Benches, downtown seating, signage, beautification, pocket parks, or permanent public art or murals Trash receptacles, planters and plants, bike racks, etc. Vacant building window cleanup and paint, including cleaning supplies (paint, curtains, lighting, brooms, etc. to help clean storefronts of vacant properties or downtown cleanup) Small downtown infrastructure needs, such as sidewalks, curbs, accessibility improvements, or pedestrian lighting (not full streetscape but specific areas that might need to be addressed) Ineligible Grant Project Expenses: The funding cannot be used to support one-time programming such as speaker fees, event fees, construction costs, LED or electric signs, programming, and salaries, etc.

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Please give the project(s) name and explain how your project(s) will meet the goals of this grant in the sections below.

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PROJECT #1 NAME    Downtown Bike Rack

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Project Address:    303 E Nelson St  
Edgerton  
KS  
66021  
US  
38.7648712  
-95.0081939

---

If there is more than one location for Project #1, please list it here:

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Project #1 - How will this project make the community more welcoming, attractive, or improve pride in the town?    During any given day, especially in the summer, there are usually a couple of bikes in the sidewalk or leaning against the Edgerton Library located in our downtown area. Many kids in Edgerton ride to the library and throughout town when they are off school. We will also have The Greenspace open, our new community center, which includes a free splash pad for all users. Additionally, the Greenspace is home to weekly recreation activities hosted by the City of Edgerton and annual summer festivals. By installing a new bike rack in our downtown area, this will encourage users to safely place their bikes in the rack instead of in the sidewalk, enhancing the attractiveness of the downtown area and improving safety for sidewalk users. Additionally, by being able to ride to the new facilities both in downtown and the renovated parks, residents will be able to use and be proud of these improved amenities in their community.

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Project #1 - How will this project encourage more engagement from the community as a whole to help the community prosper?    This project will encourage more use of the City of Edgerton's parks, trails, and other recreational opportunities. The City has put an emphasis on our community health and recreation recently completing a \$1.2 million park renovation and \$8 million community center in the downtown area. This project will continue in these efforts and encourage residents to explore these amenities, get outside, and improve their overall well-being. Lastly, this project will bring more visitors to the downtown area of Edgerton which will benefit the local business community in this area.

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PROJECT NAME #2    Glendell Acres Bike/Skateboard Rack

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Project #2 Address:    310 W Edgewood Dr  
Edgerton  
Kansas  
66021  
US  
38.760055  
-95.013641

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If there is more than one location for Project #2, please list it here:

Project #2 - How will this project make the community more welcoming, attractive, or improve pride in the town?	This project will expand upon our recent upgrades to Glendell Acres Park that have made this small, local park into a regional attraction since opening in November 2024. The concrete skate park constructed welcomes users with a variety of wheeled equipment and all skill levels to try something new. Since opening this park, we have already seen users from outside of Edgerton visit and share their experiences about the new skate facility. By adding an inclusive bike/skateboard rack users of the skate park will feel welcome to explore our parks system and the City of Edgerton.
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Project #2 - How will this project encourage more engagement from the community as a whole to help the community prosper?	This project will encourage more use of the City of Edgerton's parks, trails, and other recreational opportunities. The City has put an emphasis on our community health and recreation recently renovating completing a \$1.2 million park renovation and \$8 million community center in the downtown area. This project will continue in these efforts and encourage residents to explore these amenities, get outside, and improve their overall well-being. Lastly, this project will bring more visitors to Edgerton which will benefit the local business community in this area.
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PROJECT NAME #3	Bridgewater Park Furnishing Replacement
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Project #3 Address:	519 W Martin St Edgerton Kansas 66021 US 38.764391 -95.0175563
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If there is more than one location for Project #3, please list it here:

Project #3 - How will this project make the community more welcoming, attractive, or improve pride in the town?	This project will include replacing the existing park trash receptacle and bench at Bridgewater Park. The new furnishings will match furnishings recently installed at Glendell Acres Park and downtown Edgerton of higher quality materials that will last for years to come. These improvements will enhance the attractiveness of this park and instill pride in the residents surrounding the park and lake. These furnishings overlook a beautiful, quiet lake and a popular fishing spot. Funding for this project will continue to improve this area and foster community pride in Bridgewater Park.
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Project #3 - How will this project encourage more engagement from the community as a whole to help the community prosper?	This project will encourage more use of the City of Edgerton's parks, trails, and other recreational opportunities. This project specifically encourages more residents to enjoy this quiet fishing spot. The City has put an emphasis on our community health and recreation recently renovating completing a \$1.2 million park renovation and \$8 million community center in the downtown area. This project will continue in these efforts and encourage residents to explore these amenities, get outside, and improve their overall well-being.
	Overall Project(s) Narrative Each of the following questions builds the full project narrative. Rather than writing a long paragraph, use the following questions to show why this project that the town has identified will be impactful. How will this project be sustainable? Will it get the community excited to do more? Will it empower the town to try new initiatives to improve the community and make it a better place to live? These are the key things we are looking for when evaluating projects.
Why was this problem identified as a priority for the town? How will this funding help solve this problem?	These projects were identified as a priority to enhance the multiple improvements we recently completed across the City of Edgerton. Since opening both Glendell Acres Park and The Greenspace, additional amenities for wheeled equipment has been identified as a top priority for these facilities. This funding will allow our budget to go further. We have budget to provide for one of these three locations; however, if awarded a Kansas Commerce Towns Grant we could leverage our funds and the grant funding to complete three projects all of which encourage residents to be active and explore the facilities throughout town.
Will these projects help the town engage donors or attract businesses to invest in the community? Describe how these projects can grow and be sustained in the future.	Our first project that includes a bike rack in downtown Edgerton will bring more residents and visitors to our local businesses located in the downtown area. As we continue to revitalize our downtown area with safer transportation amenities, walkable and rideable travel options, and exciting recreational opportunities, we will attract more customers to our downtown area who will invest in our community. The projects at Glendell Acres Park and Bridgewater Park are in residential areas, which highlights to our residents that we are investing in all areas of town to encourage our community to enjoy the outdoor spaces and get active!

What is the current condition of the area that this project will improve? What are the goals of the project, and how will it improve the town?

Projects 1 and 2 at The Greenspace and Glendell Acres are brand new facilities in excellent condition at the City of Edgerton. By installing bike/skateboard racks at these facilities we fill in the current void that exists in these public spaces. We are encouraging residents and visitors to enjoy these facilities and want to encourage all modes of transportation. Project 3 at Bridgewater Park would replace existing furnishings that are in need of repair and replacement. By replacing the existing bench and trash receptacle at Bridgewater Park we bring the standards of this park up to similar standards that we have recently installed at other facilities in town. Additionally, we plan to select furnishings of high-quality, long-lasting materials.

These projects will encourage more use of the City of Edgerton’s parks, trails, and other recreational opportunities. The City has put an emphasis on our community health and recreation recently renovating completing a \$1.1 million park renovation and \$8 million community center in the downtown area. This project will continue in these efforts and encourage residents to explore these amenities, get outside, and improve their overall well-being.

Downtown Revitalization Related Projects - Historical Significance

Is your project(s) located in either a Registered Historic District or Registered Historic Building?

No

BUDGET

If your application includes more than one project, please complete a separate budget template for each project below. If your application includes just ONE project, disregard the additional budget templates.

Budget Template Example: Below is an example of an application that includes 2 projects. Complete 2 separate Budget forms, make sure to complete the Total of All Projects budget regardless of the number of projects.

Project Budget - Project #1

[Budget-Template.xlsx](#)

Project Budget - Project #2

[Budget-Template.xlsx](#)

## Project Budget - Project #3

[Budget-Template.xlsx](#)

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## TOTAL OF ALL PROJECTS:

[Budget Totals.xlsx](#)

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## TIMELINE

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If your application includes more than one project, please complete a separate timeline template for each project below. If your application includes just ONE project, disregard the additional timeline templates.

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Can these projects be completed in 12 months?

These projects can easily be completed in the next 12 months, the City of Edgerton staff has identified the furnishings for Bridgewater to match what we have existing at other facilities, eliminating the need to design or review different options. By beginning these projects in Spring or early Summer 2025, the procurement of these elements can be completed within a few months and installed quickly. Additionally, City Staff have allocated time and labor to perform the necessary preparations to allow installation as soon as the items are received.

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Timeline Template Example: Below is an example for project milestones. Complete a separate timeline for each project if more than one is included in the application.

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Project Timeline for Project #1:

[Towns Project Timeline & Goals template.xlsx](#)

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Project Timeline for Project #2:

[Towns Project Timeline & Goals template.xlsx](#)

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Project Timeline for Project #3:

[Towns Project Timeline & Goals template.xlsx](#)

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## LETTERS OF SUPPORT:

[Towns\\_Grant\\_Letter\\_of\\_Support\\_USD\\_231.pdf](#)

[Towns\\_Grant\\_Letter\\_of\\_Support\\_Village\\_Shop\\_KC.pdf](#)

[Towns\\_Grant\\_Letter\\_of\\_Support\\_Edgerton\\_Mayor.pdf](#)

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Proof of matching funds (10% required if town population is 1,000 or more) or letter outlining value of in-kind donations (if a town of 1,000 population or less).

PROJECT PHOTOS:

- Photos\_for\_Project\_2.jpg
- Photos\_for\_Project\_3.jpg
- Photos\_for\_Project\_1.jpg

Project Estimates from contractors (HIGHLY ENCOURAGED for construction related projects):  
Cost\_Estimate.pdf

ANY OTHER  
APPLICABLE  
DOCUMENTS:

The forms below will be required if your project is selected for funding: You can begin to complete these in the meantime to ensure that your project can move forward quickly if awarded.

The following forms are required if selected for award.	The organization will receive an email requesting the following documents if the application meets all compliance review requirements. These documents can be found here if you want to complete these documents after the application is submitted. Tax Clearance Form, ( <a href="https://www.kdor.ks.gov/apps/taxclearance/Start.aspx">https://www.kdor.ks.gov/apps/taxclearance/Start.aspx</a> ) ACH (form) or Voided Check Sexual Harassment Form W-9 Covered Technologies Form
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Statement of  
Assurances:

The Kansas Department of Commerce requires that applicants are in good standing with the Kansas Secretary of State, Kansas Department of Revenue, and the Kansas Department of Commerce. By checking this box, you understand that you may be required to provide additional documentation.	checked
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By checking this box, checked  
you understand that  
only one application  
may be awarded per  
community.



I verify that by submitting this application for consideration of funding by the Kansas Department of Commerce under the Towns program, all information provided and presented is true and accurate. I understand that if the project submitted under the Towns program is chosen to be awarded funding, I must provide proof of securing the required match funding for the project upon application submission and complete necessary forms, contracts, and financial information for the Kansas Department of Commerce to receive funding. Once funding has been awarded and the project begins, I understand the project must be complete within 12 months of the start of the project. I also understand that I will be required to submit progress reports, proof of approved expenditures, and other documents including photos per the award agreement.

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	Project name:	Total Expenses:
#1	Downtown Bike Rack	\$ 3,500
#2	Glendell Acres Bike/Skateboard Rack	\$ 3,500
#3	Bridgewater Park Furnishing Replacement	\$ 6,000
	Overall Totals	\$ 13,000

Total Capital Sources	
\$	3,500
\$	3,500
\$	6,000
\$	13,000

**PROJECT NAME (PLEASE INCLUDE NAME OF PROJECT IN BOX BELOW):**

<b>SOURCES OF CAPITAL:</b>	<b>AMOUNT:</b>
Foundation Grants/Loans	
Owner's Investment	\$ 500.00
Private Loans	
Public Grants	
Public Loans	
Grant	\$ 3,000.00
<b>Total Sources of Capital:</b>	<b>\$ 3,500.00</b>
<b>EXEPENSES:</b>	<b>AMOUNT:</b>
Advertising/Promotional Material	
Art/Signage	
Building improvements	
Equipment	
Benches/Seating	
Inventory	
Other	
Supplies	
Placemaking Improvements	\$ 3,500.00
<b>Total Expenses:</b>	<b>\$ 3,500.00</b>

**PROJECT NAME (PLEASE INCLUDE NAME OF PROJECT IN BOX BELOW):**

<b>SOURCES OF CAPITAL:</b>	<b>AMOUNT:</b>
Foundation Grants/Loans	
Owner's Investment	\$ 2,000.00
Private Loans	
Public Grants	
Public Loans	
Grant	\$ 4,000.00
<b>Total Sources of Capital:</b>	<b>\$ 6,000.00</b>
<b>EXEPENSES:</b>	<b>AMOUNT:</b>
Advertising/Promotional Material	
Art/Signage	
Building improvements	
Equipment	
Benches/Seating	\$ 2,500.00
Inventory	
Other	\$ 1,000.00
Supplies	
Placemaking Improvements	\$ 2,500.00
<b>Total Expenses:</b>	<b>\$ 6,000.00</b>

**PROJECT NAME (PLEASE INCLUDE NAME OF PROJECT IN BOX BELOW):**

<b>SOURCES OF CAPITAL:</b>	<b>AMOUNT:</b>
Foundation Grants/Loans	
Owner's Investment	\$ 500.00
Private Loans	
Public Grants	
Public Loans	
Grant	\$ 3,000.00
<b>Total Sources of Capital:</b>	<b>\$ 3,500.00</b>
<b>EXEPENSES:</b>	<b>AMOUNT:</b>
Advertising/Promotional Material	
Art/Signage	
Building improvements	
Equipment	
Benches/Seating	
Inventory	
Other	
Supplies	
Placemaking Improvements	\$ 3,500.00
<b>Total Expenses:</b>	<b>\$ 3,500.00</b>

## **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.

Brian Linn 5/22/2025  
Signature and Date

Bennett  
Printed Name



## City Council Action Item

**Council Meeting Date:** June 12, 2025

**Department:** Public Works

### **Agenda Item: Consider Approval of Encroachment Agreement with KPC Pipeline LLC Related to the East 2<sup>nd</sup> Street Reconstruction Project**

**Background/Description of Item:**

In June of 2023 City Council approved a contract with Renaissance Infrastructure Consulting, Inc. to design the 2<sup>nd</sup> Street Reconstruction project which originally extended from Nelson Street to the terminus of the Grade Separation project. However, in July 2023 City Council approved a change order for the design scope of the project to remove the road reconstruction within the County roadway and add Edgewood Drive from West 4<sup>th</sup> Street to East 2<sup>nd</sup> Street.

As it currently exists and as designed, construction related to the Edgewood portion of the project crosses the existing KPC Pipeline LLC infrastructure. KPC Pipeline's existing infrastructure consists of two high pressure natural gas, cross country pipelines, one being an 8" line and one a 10" line.

In order to rebuild Edgewood Drive including pavement, curb, and the associated utilities over the KPC infrastructure, KPC Pipeline requires an encroachment agreement. This encroachment agreement outlines the use within the KPC Pipeline easement, enclosed is the agreement submitted by KPC Pipeline.

The Agreement requires the City to reimburse KPC Pipeline at the rate of \$800 per day in connection with KPC's observation and inspection of construction activities as referred in the Agreement. Reimbursement will be required if activities require full 8-hour day inspections. Staff anticipates number of days for required inspections to be relatively low.

Staff has reviewed this agreement and recommends approval pending City Attorney review.

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

<b><u>Funding Source:</u></b>	PIF LPKC Phase 1:	\$4,762,496
	Street Excise Tax:	\$427,500
	Interest Allocation:	\$726,962
	KDOT Cost Share:	\$1,000,000

**Budget Allocated:** \$4,762,496 (E. 2<sup>nd</sup> Street/Edgewood) and \$427,500 (E. 3<sup>rd</sup> Street)  
combined total \$6,916,958

**Finance Director Approval:**

x Karen E. Kindle  
Karen Kindle, Finance Director

---

**Recommendation: Approve Encroachment Agreement with KPC Pipeline LLC Related to the East 2<sup>nd</sup> Street Reconstruction Project and Authorize Reimbursement as Required by Agreement**

**Enclosed:**

Encroachment Agreement KPC Pipeline  
23-0140 KPC-Pipeline Exhibit

**Prepared by:**

Holly Robertson, P.E. CIP Project Manager

**When Recorded Return to:**

KPC Pipeline LLC  
19970 West 161<sup>st</sup> Street  
Olathe, Kansas 66062

**ENCROACHMENT AGREEMENT**

THIS AGREEMENT made and entered into between **KPC PIPELINE LLC**, a Delaware limited liability company, ("Permitter"), located at 19970 West 161<sup>st</sup> Street, Olathe, Kansas 66062, and **City of Edgerton Kansas, A Municipal Corporation**, ("Permittee"), whose address is **404 East Nelson, Edgerton Kansas 66021**.

The Permitter has completed its encroachment oversight review relative to Permittee's **reconstruction of Edgewood Drive Street rehabilitation project, with installation of a concrete sidewalks, asphalt street, storm water drainage, electrical, fiber, telephone, water, gas, street lights, all existing and encroaching into the KPC Pipeline easement and set back area** (the proposed "Improvements") in the vicinity of, and relative impact upon, Permitter's existing steel high pressure natural gas pipelines (the "Pipelines"). Permitter hereby grants Permittee, including designated contractors, conditional approval to proceed with the proposed construction of such Improvements, subject to the Permittee agreement to the following conditions:

**WITNESSETH:**

**WHEREAS, Permitter is the current owner of two steel high pressure natural gas pipelines, (1-8" pipeline and 1-10" pipeline) both laid within a defined pipeline easement ("easement") under terms of Right of Way Contract, filed of record in the Johnson County, Register of**

Deeds Office (the “Right of Way Agreement”); and amendments thereto, located in Johnson County, State of Kansas, to-wit:

A strip of land across Edgewood Drive roadway in Glendell Acres Subdivision, Second Plat, located in the N1/2, Section 7, Township 15 South, Range 22 East, which is shown as follows:

**Exhibit “A”**

**Reconstruction of Edgewood Drive Construction Plans & Exhibits**

**Edgewood Drive Street Construction Plans with Plan and Profiles**

**Design Engineer: Renaissance Infrastructure Consulting**

**Date of Stamped and Approved Plan Sheet:**

WHEREAS, Permittee has requested Permittor to allow Permittee, to encroach into, over and across a portion of KPC’s easement with the construction of **Edgewood Drive Street Reconstruction**, (collectively the “Encroachment”); and

WHEREAS Permittor is willing to permit the Encroachments to be placed and maintained into, over and across portions of its easement subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for and in consideration Ten Dollars (\$10.00) and of the premises and of the mutual covenants and agreements herein contained, the parties hereto mutually agree as follows:

1. The permitted Encroachment shall be reconstruction of Edgewood Drive Street with curb and gutter, sidewalks crossing, repositioning utilities for said work. Construction will be with 6 to 12 inches of existing grades, over existing pipelines. No borings or additional improvements will be permitted other than what is previously stated. During construction activities it is agreed that pipeline personnel will be onsite during all related activities.
2. Except for the Encroachment expressly permitted hereunder, Permittee shall not erect, create, plant, construct or maintain any additional engineering works or other

obstruction of any kind, including but not limited to the planting of trees, fencing, landscaping, additional utilities without pipeline agreements, within Permittor's defined easement and shall not cause or permit the same to be done by others.

3. **Permittee shall release, defend, indemnify, and hold Permittor, its parent company, subsidiaries, affiliates, successors and assigns, and their respective officers, directors, employees, agents and representatives, harmless from and against any and all claims, demands, damages, liabilities, costs, expenses, actions and causes of action of whatsoever nature, for loss of or damage to any property or constructed improvements on right of way, (including, but not limited to, environmental damages), or injury to or death of any persons in any way arising out of or resulting from the construction, presence, maintenance, use, damages, repair or removal of the Encroachments permitted under this Agreement or the presence of Permittee, or Permittor's guests or invitees, servants or employees, contractors or agents, or their servants and employees on, over, and across the right of way covered by the easement, regardless of how the same may occur.**
4. All construction activities across and over the Pipeline shall be performed in a good and workmanlike manner and in compliance with the General Encroachment Guidelines attached hereto and incorporated herein and attached.
5. Specific encroachment compliance shall include:
  - a) All underground utility crossings being placed under the Pipelines shall: (i) have a minimum clearance of 24" to 26"; (ii) cross, as reasonably practicable, at 90 degrees to the Pipelines, but in no event less than 45 degrees; (iii) be encased in a minimum Schedule 40 PVC; and (iv) if open cut, be covered with a red concrete slab a minimum of 4" thick and 24" wide and over pipelines for a distance of 10 feet on both sides of the Pipelines.
  - b) Permittee shall provide additional compacted cover to a total depth of 4 feet above ground over the Pipeline at all road and temporary crossing points. Additionally, crane crossing mats shall be utilized on site and used at any time heavy equipment crosses the Pipeline. All fill material will be dumped

and bladed into place as not to allow any additional surface pressure on the existing pipelines as are currently buried in place. All fill material will be suitable for compaction and be clean fill material prohibiting rock and other unclassified fill over pipelines. No vibrating equipment will be utilized for compaction of material or fill over pipelines.

6. Prior to the commencement of construction activities, specifically including, but not limited to, utility and road grade buildup, crossings or other work, and digging or construction in the vicinity of the Pipelines, Permittee shall: (i) notify ONE CALL a minimum of 72 hours in advance of any such activity, and (ii) notify Permitter a minimum of 5 business days in advance of any such activity, in each case identifying the location of the activities so that a representative of Permitter may be on site to observe and inspect said activities. The notice required by this paragraph shall be by telephone contact as follows:

Kansas ONE CALL: Dial 811 or (800) 382-554

KPC Pipeline LLC  
Mr. Robert Clover  
Regional Manager of Operations  
19970 West 161<sup>st</sup> Street  
Olathe, Kansas 66061  
913-522-7501

7. Permittee shall reimburse Permitter at the rate of \$800 per day in connection with Permitter's observation and inspection of construction activities as referred to in paragraph 3 above. Permitter will invoice Encroachment's owner on monthly billing cycles for such inspection services. **Reimbursement will be required if activities require full 8-hour day inspections and for the duration of the project as needed.**
8. Permittee acknowledges that the Pipelines are cathodically protected, and hereby covenants and agrees: (a) that Permittee shall operate and maintain the Improvements in the vicinity of the Pipelines in such a manner as not to interfere in any way with the Pipeline's cathodic protection; and (b) that Permittee assumes the risk of any injury to the Improvements which may occur due to the proximity to or existence of Permitter's cathodic protection system, and shall indemnify, defend and hold Permitter harmless of and from any and all claims in

connection with any such injury to the Improvements.

9. **PERMITTEE FURTHER HEREBY COVENANTS AND AGREES TO PROTECT, DEFEND, INDEMNIFY AND FOREVER HOLD HARMLESS** Permittor, ITS PARENT, SUBSIDIARY, AND AFFILIATED COMPANIES, AS WELL AS THEIR RESPECTIVE OFFICERS, DIRECTORS, MEMBERS, EMPLOYEES, AGENTS, SUCCESSORS AND ASSIGNS (HEREINAFTER COLLECTIVELY REFERRED TO AS THE "INDEMNIFIED PARTIES"), FROM AND AGAINST EACH AND EVERY CLAIM, DEMAND, LIABILITY, INJURY, DAMAGE, ACTION, AND/OR CAUSE OF ACTION ARISING FROM OR IN ANY WAY CONNECTED WITH THE CONSTRUCTION ACTIVITIES, IMPROVEMENTS AND OPERATIONS CONTEMPLATED HEREBY, EXCEPT TO THE EXTENT CAUSED SOLELY BY THE INDEMNIFIED PARTIES' NEGLIGENCE OR WILLFUL MISCONDUCT.
10. No poles, towers, light poles, and vertical structures will be located at the edge of the existing pipeline right of way. All vertical structures will be a distance of 125% of their overall height away from said pipeline.
11. A safety meeting will be required before work can commence. This includes all contractors and subcontractors working on and in close proximity to said pipeline.
12. All pipeline crossings will be designated with above ground markers. Permanent above ground markers identifying the crossing pipeline or utility shall be installed and maintained at the limits of Permittor's Easement and/or at the crossing.
13. **Temporary Road Crossings.** A temporary fence to be installed 25 feet either side of the access road in a perpendicular angle to identify the approved crossing point. Pipeline crossings will require 4 feet of fill padding over existing pipelines. The 4 feet will be above existing ground elevation. All fill material will be of clean and compactable fill over pipeline. Padding and fill will continue 10 feet past each pipeline. Fill will be maintained and graded throughout the course of the project. A surface grade of clean gravel or geo grid mat material may be utilized if needed. Access road must be maintained to keep compaction and not allow pumping of fill material of super impressed loading over pipelines. When crossing the pipeline, no equipment over 15,000 pounds will cross without the installation of crane mats or a larger dirt berm to

pad the pipelines. This includes all vehicles, concrete trucks, dump trucks, and misc. machinery, etc. All fill material will be dumped and bladed into place as not to allow any additional surface pressure on the existing pipelines that are now in place. All fill material will be suitable for compaction and be clean fill material prohibiting rock and other unclassified fill over pipelines.

14. Permittee agrees to immediately contact Permittor in the event of any incident involving, or potentially involving, the pipelines at the following number:

KPC Pipeline LLC  
Mr. Robert Clover  
Regional Manager of Operations  
19970 West 161<sup>st</sup> Street  
Olathe, Kansas 66061  
913-522-7501

15. Mechanical excavation will cease once the earth has been removed to within 2 to 4 feet of Permittor's pipeline. Shovels must be used to manually clean the area above and below the pipeline. After the pipeline has been initially located, the pipeline shall be kept visible to the equipment operator during the excavation process. Permittor may require shoring or another type of support to protect the pipeline's integrity. All backfill on Permittor's easement or pipeline corridor shall be mechanically compacted to acceptable compaction ratios. No vibrating compactors are allowed within 40 feet of the pipeline(s).
16. Permittor will require each line be potholed to verify depth at centerline of proposed crossing point. Vacuum Excavation will be performed to locate pipelines. A Pipeline Company representative must be onsite during excavation. All Excavation costs will not be incurred by Permittor. Pothole measurements and distances will be supplied to the Contractor and construction company for work around the pipelines.
17. Identify pipeline alignment on plan sheets with size of pipeline, identify pipeline with owner's name, KPC Pipeline, LLC (Company Name), and (product) Caution High Pressure Natural Gas Pipeline. Show pipelines on all drawings including Grading plan,



Drainage plan, construction Plan and Profile, Cross Sections, Landscaping plan (not in pipeline easement, etc.

18. Permittor shall not be responsible for any repair or restoration of any installations of any type within our right-of-way. In the event the Permittee requires the temporary or permanent removal of such items, said replacement installations will be at their expense. But they will not obstruct pipeline right of way with any proposed improvements.
19. All improvements shall be constructed and maintained to comply with all applicable laws, rules, regulations, ordinances, codes, and industry standards and Laws of the State of Kansas and any Federal requirements thereof.
20. This Agreement will be enforced by Permittor to adhere to all pipeline safety standards and to preserve all pipeline integrity standards during the course of this project. In the event of any noncompliance with any of the requirements, conditions, or specifications of this Agreement a written notice to Permittee will be issued to comply immediately.
21. No adverse drainage will be diverted over the pipeline corridor to cause erosion. Approved concrete flumes of drainage swales are considered on a case-by-case basis.
22. No excavation activities within the pipeline corridor without a pipeline representative be present at all times.
23. List emergency contact numbers on plans and Caution High Pressure Natural Gas Pipeline.
24. Permittee and all subcontractors will agree to allow a safety meeting to be conducted with all contractors and subcontractors and all personnel prior to construction over and or near the pipeline.
25. The Permittee and/or its contractor shall furnish Permittor satisfactory evidence of insurance coverage or a Certificate of Insurance prior to beginning work across or near the Pipeline. Coverage must be in a form acceptable to the Permittor prior to

granting approval to commence construction. In the event of construction under the Pipeline, the Permittor must be named as an additional insured on such insurance policies. Any rights of subrogation or recovery will be waived in favor of the Permittor.

26. The Permittee has the right to obtain easement rights over the pipeline but said easement is subservient to the existing easement rights in place of the Permittor. The Agreement and each covenant, term and condition contained herein is intended to be binding upon the heirs, successors, and assigns of the parties hereto and will run with the land perpetually.
27. No blasting within 600 feet of the pipeline and no blasting will exceed 1.0 on certified by and approved seismograph. A seismograph is required on all blasting within 600 feet of pipelines. A blast survey must be provided before and after each shot or blast. A copy of the blasting permit must be provided to the pipeline company with a specific blasting plan criteria for each blast. Seismograph readings will be provided instantly after each blast and supplied in writing via email to the pipeline company.
28. No pipeline crossings will be allowed except those authorized by Permittor designees.
29. One equipment crossing will be allowed as part of this project. When pipeline crossings are built it will be inspected by Permittor designees for integrity and safety.
30. No fences, trees, landscaping, or buildings will be allowed within the existing pipeline easement area. No above ground structures or construction of hard surfaces except those as permitted herein. No engineering works of art will be permitted or allowed in the existing pipeline easement without the consent of the pipeline company.
31. The Permittee will supply Permittor the most current construction plans and all plans relating to the encroachment of the pipeline right of way. The plans will be submitted with the execution of this agreement on behalf of the City. No plan changes relating to the pipeline corridor will be made without supplying adequate documentation to Permittor, including addition construction techniques and the justification for the improvements of the desired plan change(s) to be justified.

32. Additional design drawings and construction drawings may be hereto attached as Exhibits "B."
33. Permittor shall give the Permittee and City of Edgerton notice prior to scheduled work activities near the pipelines. Furthermore, in case of an emergency or maintenance repair all parties agree to closure of the roadway as requested by the Permittor. Barricades and road closures including signage will be the responsibility of the City of Edgerton, Kansas. Permittor will advise the City of Edgerton when activities are completed, and the street can be reopened. The roadway closure will be 200 feet on either side of the pipelines and street intersection. In the event of an emergency all public safety concerns will be adhered to protect the public and the integrity of the pipeline.

Any waiver of any specific portion of the above must be in writing and in no way waives any other part of this Agreement.

Please process the encroachment agreement to establish acceptance of the foregoing terms and provisions by executing below and returning the three signed originals.

Permittor  
KPC Pipeline, LLC

By: \_\_\_\_\_  
Lee W.C. Bullock  
President

STATE OF KANSAS                    §  
   §  
COUNTY OF SEDGWICK        §

On this \_\_\_\_\_ day of \_\_\_\_\_, 2025, before me, the undersigned NOTARY PUBLIC, personally appeared **LEE W.C. BULLOCK**, known to me (or satisfactorily proven) to be the person whose name is subscribed as **PRESIDENT, of KPC PIPELINE LLC**, and acknowledged that he, as such being **PRESIDENT** authorized so to do, executed the foregoing instrument as the act of his principal for the purposes therein contained, by signing the name of the said **KPC PIPELINE LLC**, by himself as **PRESIDENT**.

My Commission Expires:

\_\_\_\_\_

\_\_\_\_\_  
Notary Public

Permittee  
City of Edgerton

By: \_\_\_\_\_

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

STATE OF KANSAS                   §

§

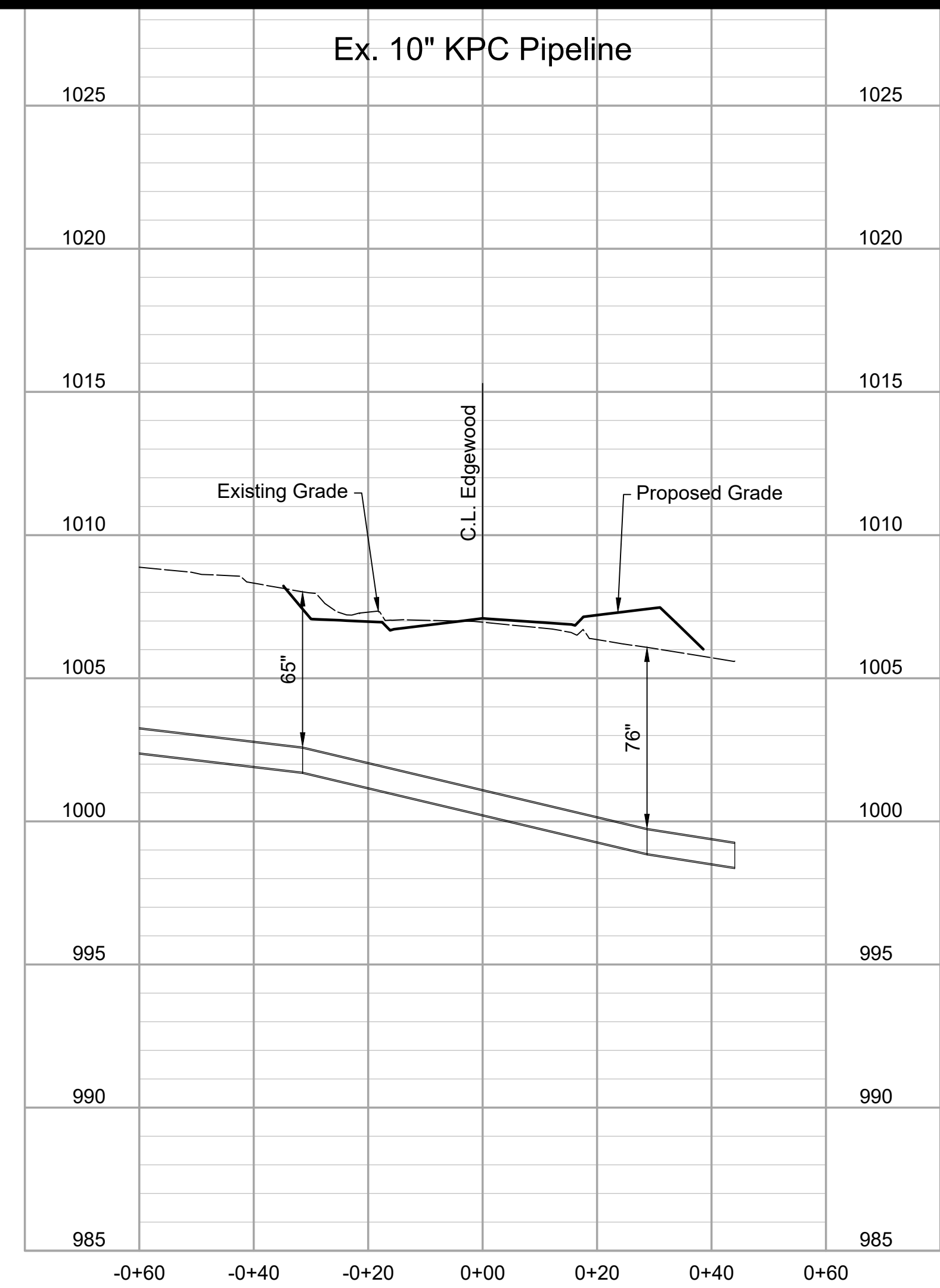
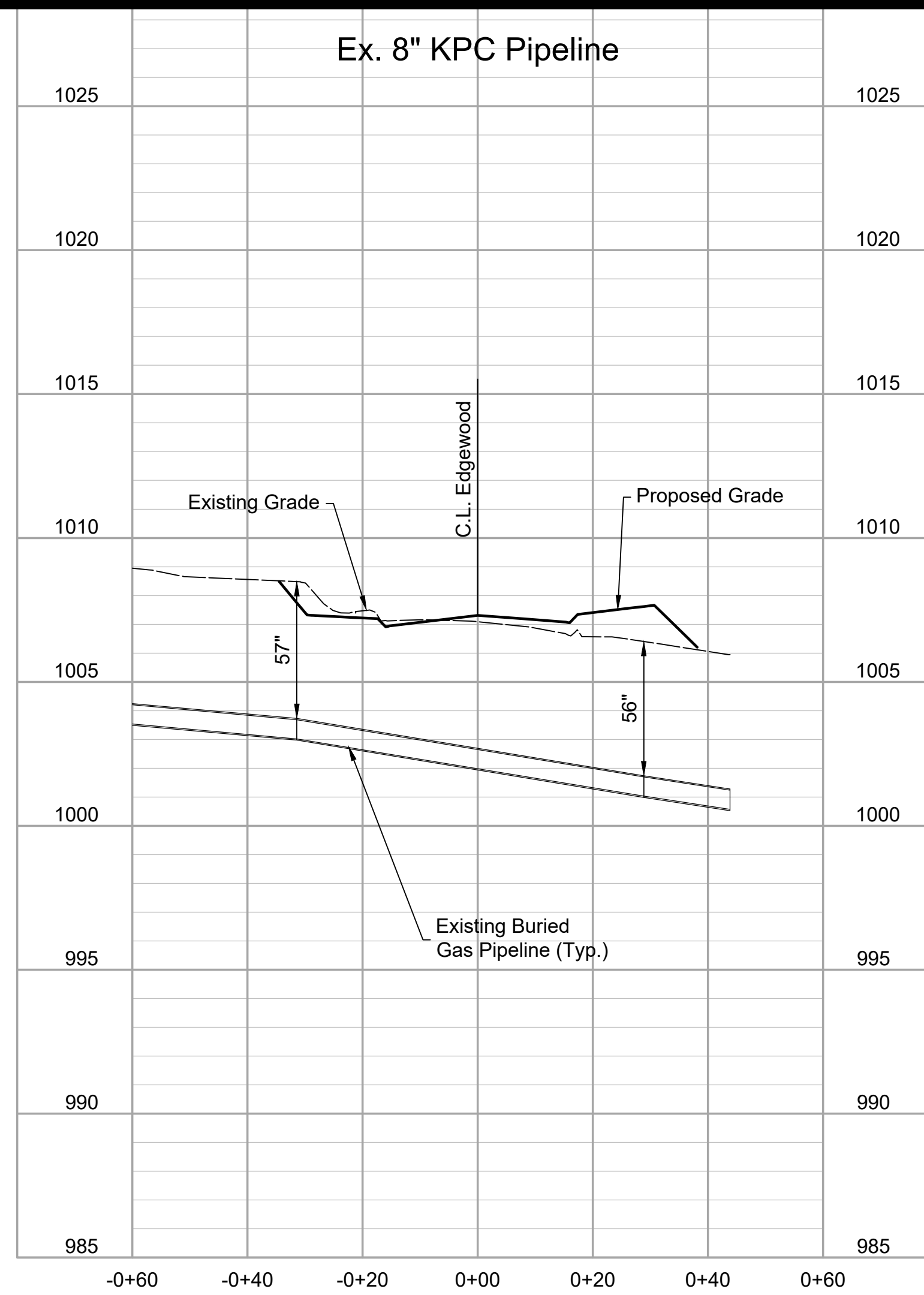
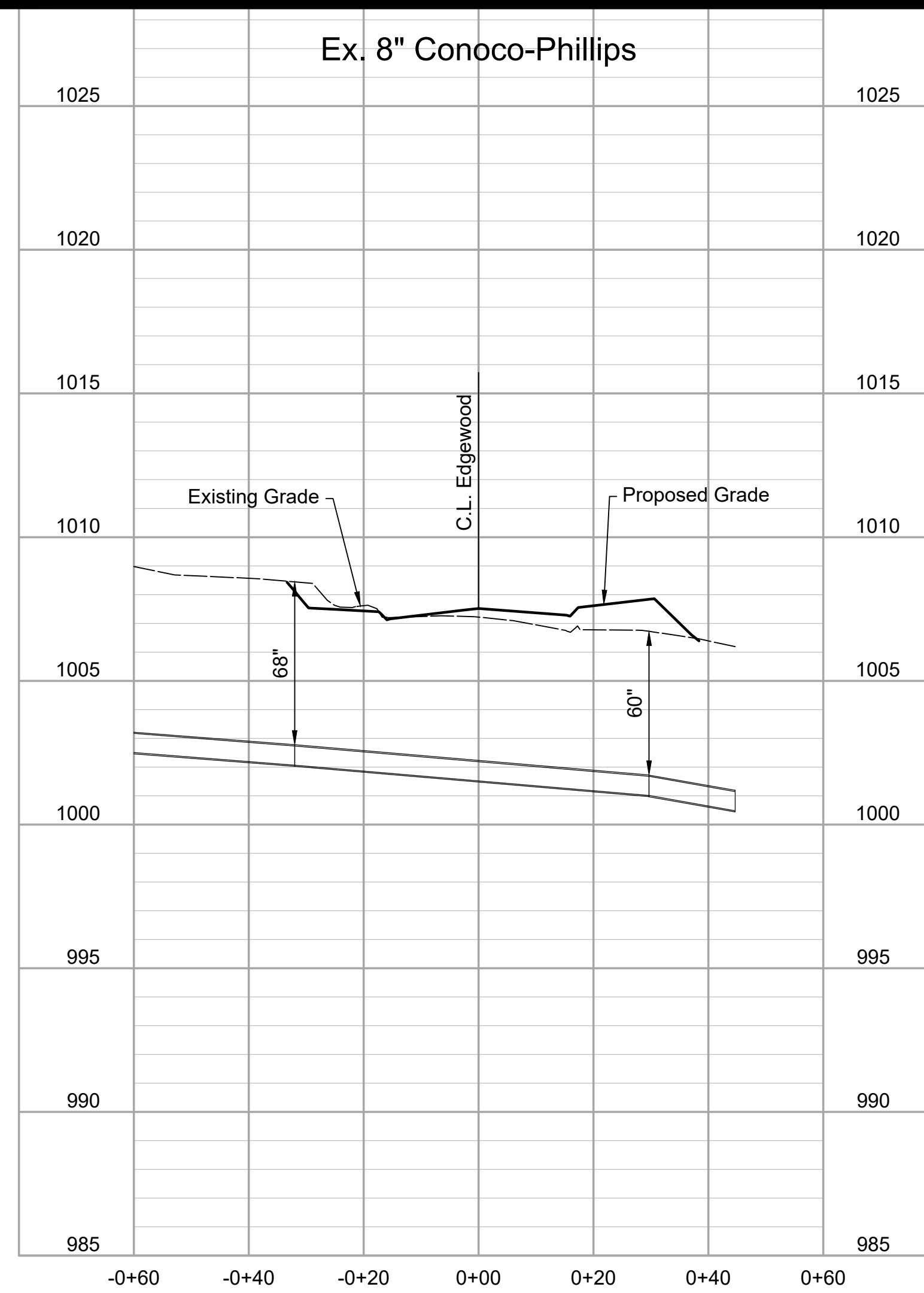
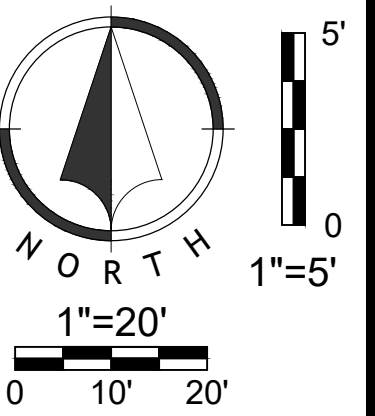
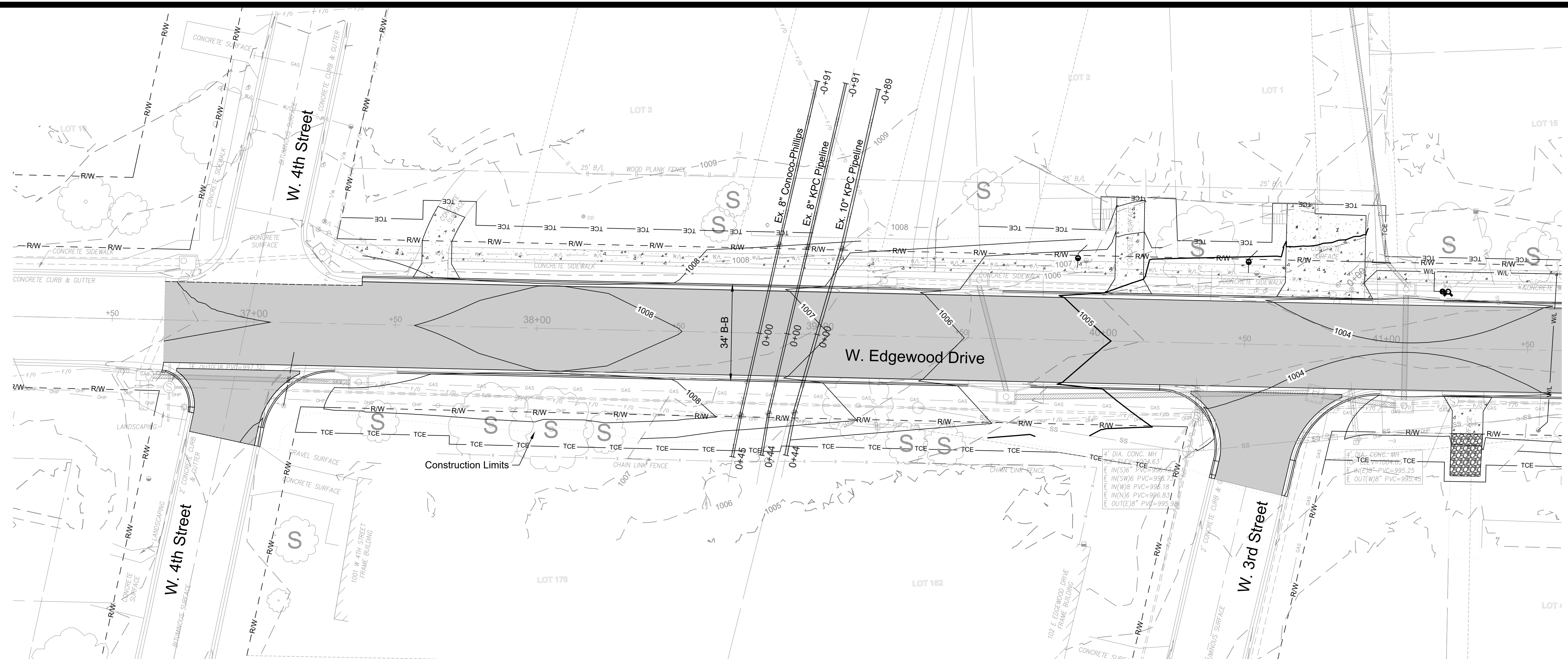
COUNTY OF JOHNSON           §

On    this       \_\_\_\_\_    day    of       \_\_\_\_\_,    2025,    personally    appeared  
\_\_\_\_\_, to me personally  
known,    who,    being    duly    sworn    did    say    that    he    /    she    is    the  
\_\_\_\_\_ **OF THE CITY OF EDGERTON, KANSAS,** a  
municipal corporation in the State of Kansas and acknowledged to me that he / she executed the  
foregoing instrument on behalf of said corporation as the free and voluntary act and deed, for the  
uses, purposes and consideration therein set forth.

Notary Public \_\_\_\_\_

Printed Name \_\_\_\_\_


My Commission Expires: \_\_\_\_\_



Natural Gas Pipeline Crossing  
23-0140  
E 2nd Street & Edgewood Drive  
Edgerton, Johnson County, Kansas

Natural Gas Pipeline  
Crossing at Edgewood Dr.

NO.	DATE	REVISION
DRAWN BY		CHECKED BY
CJT		NH



**Renaissance  
Infrastructure  
Consulting**

5015 NW CANAL STREET, SUITE 100  
RIVERSIDE, MISSOURI 64150  
816.800.0950  
[WWW.RIC-CONSULT.COM](http://WWW.RIC-CONSULT.COM)



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Edgerton, KS 66021  
P: 913.893.6231  
EDGERTONKS.ORG

## City Council Action Item

**Council Meeting Date:** June 12, 2025

**Department:** Parks and Recreation

### Agenda Item: Consider an Agreement with Aerial FX for Fireworks Show for July 3, 2025

**Background/Description of Item:**

Annually, the City of Edgerton contracts with Aerial FX to provide the fireworks show on July 3<sup>rd</sup> at the annual Community Picnic and Fireworks Show. This year, Aerial FX requested to formalize the terms with the attached agreement. The terms of the Agreement match the services provided to the City of Edgerton for the last 10+ years.

City Staff recommends accepting this award pending City Attorney review and approval.

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

**Funding Source:** General Government – Parks and Recreation – Events

**Budget Allocated:** \$10,000

x Karen E. Kindle

**Finance Director Approval:**

Karen Kindle, Finance Director

### Recommendation: Approve an Agreement with Aerial FX for Fireworks Show for July 3, 2025

**Enclosed:** Agreement

**Prepared by:** Beth Linn, City Administrator

Aerial FX, Inc.  
121 SE Turner Rd, St. Joseph, MO 64504  
Phone: 816-238-2800 Fax: 816-238-2815

This agreement entered into this 10th day of June, 2025 by and between Aerial FX, Inc., of St. Joseph, Missouri, doing business as Aerial FX. Party of the first part, and City of Edgerton, (hereinafter referred to as "Customer") party of the second part, City Edgerton State KS.

WITNESSED: AERIAL FX HEREBY ACKNOWLEDGES

the terms hereinafter set forth, and agrees to furnish Customer outdoor aerial fireworks show in accordance with the program agreed upon and approved by the parties hereto and made a part hereof including the services of Aerial FX's Operator, said display to be given on the evening of July 3<sup>rd</sup>, 2025 weather permitting.

**Weather/Postponement**

In the event of inclement weather or other adverse conditions, so as to cause postponement of said display, it is agreed and understood that Customer will notify Aerial FX regarding the postponement date or of mutually agreed upon future date within the calendar year. If Customer will not reschedule the display within the calendar year or completely cancels said display, the Customer agrees to pay Aerial FX 25 % of the cost of the displays. Cost of Displays: \$ 10,000.00 plus tax if applicable Rain Date: NA

**Customer shall furnish:**

1. Sufficient space in the judgment of Aerial FX for proper shooting of said display.
2. Necessary protection and a method to assure that spectators not go beyond a point determined by Aerial FX.
3. Other reasonable safeguards and precautions as Aerial FX directs.

**Payments**

It is further agreed and understood that the Customer is to pay Aerial FX, the sum of \$ Ten Thousand dollars & 00 cents plus tax if applicable. (\$ 10,000.00 ) under the following payment terms. due 14 days after display date.

**Insurance**

Included in the Customer's expense is the Public Liability and Property Damage insurance coverage as follows:

( X ) \$1,000,000 Combined Single Limit

**CUSTOMER WILL BE INCLUDED AS ADDITIONAL INSURED**

**Post Display**

Cleanup. At the conclusion of the Outdoor Aerial Fireworks Show, Aerial FX shall ensure that both the shooting and fallout areas of the display site are thoroughly inspected and that all un-discharged pyrotechnic materials and other fireworks-related debris are safely removed from the display site and properly disposed of. Aerial FX shall also remove all equipment and related materials from the shooting and fallout areas. Any hazardous materials shall be disposed of in accordance with law.

**Permits/Licenses**

Aerial FX shall procure, and timely provide the Customer with evidence of validly existing appropriate fireworks permits for the Outdoor Aerial Fireworks Show as required by law. Aerial FX shall, at its own expense, procure and timely provide Customer with evidence of all other federal, state, and local permits and licenses necessary for the transportation, storage and discharge of pyrotechnic materials for the Outdoor Aerial Fireworks Show. Aerial FX shall be responsible for and shall comply with all laws, rules, ordinances, or regulations of any and all governmental authorities having jurisdiction over the Outdoor Aerial Fireworks Show.

It is further agreed and mutually understood that nothing in this Agreement between Customer and Aerial FX, shall be construed or interpreted to result in a partnership or joint venture, both parties hereto being responsible for their separate and individual acts, omissions, debts and obligations and neither party shall be responsible for any agreements not set forth in this Agreement.

The Parties hereto do mutually and severally guarantee terms, conditions, and payments of this Agreement which is binding upon the parties, their heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, we hereto, set our hands and seals to duplicate copies hereof this  
\_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

AERIAL FX, INC.  
AERIAL FX

CUSTOMER

By: \_\_\_\_\_

By: \_\_\_\_\_



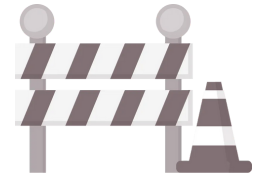


# Public Works Quarterly Update

January-May  
2025

## Departmental Programs

### Q1 & Q2 Highlights



8 linear miles

Gravel Roads Graded

85 tons

Rock used

60 sq. feet

Sidewalk Replaced

432 lane miles

Street Sweeping

12 work orders

Preparation for  
Construction Season

85 tons

Debris Removed

1.6 miles

Crack Sealing

45 tons

Asphalt Patching

### Winter Season 2024-2025

8

Activating Storms

6

Plowable events

200 tons

Treatment Applied

3,456 lane miles

Plowed this winter

492 total hours

Support Equipment Used

789 Total hours

Man Hours on Shift

## Other Duties

Other Department Support	39 Work Orders
Vehicle and Equipment Maintenance	39 Work Orders, 2 ERS
Jetting Program	15 Work Orders, 85% Complete
Valve Exercising Program	6 Work Orders, 100% Complete
Training	5 Trainings, 100 Man Hours Spent
On-Call	11 Call-outs



# Utilities Quarterly Update

January-May  
2025

## Water

10,639,000

gallons purchased through April 30



### Flushing

- 3,200 gallons so far in 2025 (chlorine residuals have been good)



0

Main Breaks

0

Failed Tests

### Testing

- Daily Chlorine
- Monthly Bac-T (Ecoli)
- Quarterly S2DBPR

### Testing Manhours

- Avg 1 hr/day
- 6 hrs/month
- 3 hr/test, 4 per year



306

Locates

locates

Locates include water and sewer lines. Of the 306 locates, 10 have been emergency locates this year.



## Staff Celebration

As of April 29<sup>th</sup>, Utilities Superintendent Michael Mabrey celebrated 35 continuous years of service to the City of Edgerton.

## Service Orders

Jan. 1 - May 20



42

turn-offs for  
non-payment



44/27

move-ins/move-outs

29

continuous flow reports

## Maintenance Highlights

17

Meter Changeout

17

New Meters Set

22

Meter Maintenance

## State Requirements

EPA Lead & Copper Rule (new regs coming soon) - Next test in 2026  
Annual Water Use Reports  
Consumer Confidence Report - Annually in June

Edgerton Utilities is committed to providing excellent water, wastewater, and stormwater services that ensure the health and safety of our community with a focus on protecting our limited water resources efficiently and effectively for generations to come.



# Utilities Quarterly Update

January-May  
2025

## Sewer

**21,582,842**  
gallons treated



**0**

Leaks

**0**

Sanitary Sewer  
Overflow

## SCADA System Alarms

The Big Bull Creek Wastewater Treatment Plant uses a system to alert operators of problems. These can be major alarms, like a lift station shut-down, or minor alerts, like a generator test or transfer switch activation. Most of the alarms that staff receives are communication failure or power failure alerts. Between January 1 and May 20, 2025, the SCADA system issued 11,622 events and alarms.

## Plant Maintenance

**515** tons of sludge removed

**10+** maintenance operations daily

- Clarifier shut down and pumped for maintenance
- New UV Bulbs purchased and installed
- Adritz Centrifuge 6K Hour Maintenance completed

## Lift Station Maintenance

- EWWLS -3 inspections/week at
- West 8th St LS - Weekly inspection
- Pump Maintenance performed on pumps at EWWLS

## Sewer Jetting Program\*

\*This program is completed by Public Works

**21.7** Linear miles jetted

## Training

KRWA Conference – Continuing Education Water and Wastewater for M. Mabrey, C. Heinz, H.

Robertson, K. Clark

KRWA General Maintenance Class – 8hrs Pump School C. Heinz

KWEA – Mini Conference and Waste Water exam 16hrs – C. Heinz

## Certifications

- 1 Class 3 Operator
- 2 Class 1 Operator (PW)
- 1 Certified Backflow Tester

## State Requirements

- KDHE Sanitary Inspection - Every 3 yrs (due in 2026)
- BBCWWTP Inspection/Collection System Inspection - Every 3 yrs (due in 2026)
- Stormwater Permit for BBCWWTP - Annually