

**EDGERTON CITY COUNCIL  
MEETING AGENDA  
CITY HALL, 404 EAST NELSON STREET  
April 24, 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 April 10, 2025, Regular City Council Meeting
5. Approve Master Services Agreement with George Butler Associates, Inc. (GBA) for Building Permit Plan Review and Building Permit Inspection Services
6. Approve the Resolution No. 04-24-25A Approving The Mayoral Appointment For Certain Public Officials For The City Of Edgerton, Kansas
7. Approve the Resolution No. 04-24-25B Setting Forth The Authority For Members Of The Governing Body And City Staff With Regard To The City's Accounts At Central Bank Of The Midwest
8. Approve A 5-Year Lease Agreement With Maps, INC. And Leaf, For Multi-Function Printer/Copier For City Facilities

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

**Regular Agenda**

9. **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.
10. **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.

**Business Requiring Action**

**11. CONSIDER AGREEMENT FOR LAW ENFORCEMENT SERVICES AT THE GREENSPACE IN EDGERTON, KANSAS**

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

**12. CONSIDER A BUDGET ADJUSTMENT FOR THE EAST 2ND STREET AND EDGEWOOD RECONSTRUCTION AND EAST 3RD STREET RECONSTRUCTION PROJECT**

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

**13. CONSIDER AWARD OF CONSTRUCTION CONTRACT TO KANSAS HEAVY CONSTRUCTION, LLC FOR THE EAST 2ND STREET/EDGEWOOD AND EAST 3RD STREET RECONSTRUCTION PROJECT IN THE AMOUNT OF \$5,191,817.00.**

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

**14. CONSIDER RESOLUTION NO. 04-24-25C AUTHORIZING THE CLOSURE OF A PUBLIC STREET DURING EDGERTON'S SUMMER KICKOFF BLOCK PARTY**

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

**15. CONSIDER RESOLUTION NO. 04-24-25D AUTHORIZING THE CLOSURE OF CERTAIN PUBLIC STREETS DURING THE EDGERTON FRONTIER DAYS FESTIVAL IN 2025**

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

**16. CONSIDER RESOLUTION NO. 04-24-25E FOR TEMPORARY NO PARKING RELATED TO FRONTIER DAYS**

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

**17. CONSIDER RESOLUTION NO. 04-24-25F AUTHORIZING PERMISSION TO USE REQUESTED CITY BUILDINGS/PUBLIC SPACES AND THE APPROVAL OF ADDITIONAL SERVICE REQUESTS DURING EDGERTON FRONTIER DAYS**

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

**18. CONSIDER RESOLUTION 04-24-25G RECOGNIZING THE EDGERTON FRONTIER DAYS AS A "PUBLIC FESTIVAL" FOR PURPOSES OF THE CITY'S NOISE RESTRICTIONS**

**19. PUBLIC HEARING FOR RESOLUTION NO. 04-24-25H TEMPORARILY WAIVING CITY PROHIBITION AS TO THE SALE AND CONSUMPTION OF ALCOHOLIC LIQUOR ON CERTAIN PUBLIC PROPERTY**

**20. CONSIDER RESOLUTION NO. 04-24-25H TEMPORARILY WAIVING CITY PROHIBITION AS TO THE SALE AND CONSUMPTION OF ALCOHOLIC LIQUOR ON CERTAIN PUBLIC PROPERTY**

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

**21. CONSIDER RESOLUTION NO. 04-24-25I AUTHORIZING SPECIAL EVENT PERMIT FOR SALE AND CONSUMPTION OF ALCOHOLIC LIQUOR ON CERTAIN PUBLIC PROPERTY WITHIN THE CITY OF EDGERTON, KANSAS**

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

**22. Report by the City Administrator**

- CIP Project Update
- Discussion Regarding Rental Regulations at The Greenspace for Non-Profit Organizations
- 1<sup>st</sup> Quarter Financial Report

**23. Report by the Mayor**

**24. Future Meeting Reminders:**

May 8: City Council Meeting  
May 13: Planning commission Meeting  
May 22: City Council Meeting  
June 10: Planning Commission Meeting  
June 12: City Council Meeting  
June 26: City Council Meeting

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

## EVENTS

May 2: Edgerton Movie Night at The Greenspace Lawn  
May 3: Blossom and Balance Family Yoga  
May 7: Mother's Day Handprint Flower Towel  
May 10: City-Wide Garage Sale  
May 17: City-Wide Clean Up  
May 21: Senior Lunch & BINGO  
May 23: Out of School Ice Cream Party  
May 26: Memorial Day – City Offices Closed  
June 18: Senior Lunch & BINGO  
June 19: Juneteenth – City Offices Closed

**City of Edgerton, Kansas**  
**Minutes of City Council Regular Session**  
**April 10, 2025**

A Regular Session of the City Council was held in the Edgerton City Hall, 404 E. Nelson, Edgerton, Kansas April 10, 2025. The meeting convened at 7:02 PM with Mayor Roberts presiding.

**1. ROLL CALL**

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

With a quorum present, the meeting commenced.

Staff in attendance:

- City Administrator, Beth Linn
- Assistant City Clerk, Alex Firth
- City Attorney, Todd Luckman
- Assistant to the City Administrator, Kara Banks
- Assistant to the City Administrator, Trey Whitaker
- Public Works Director, Dan Merkh
- CIP Project Manager, Holly Robertson
- Finance Director, Karen Kindle
- 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 March 27, 2025, Regular City Council Meeting
5. Approve an Annual Agreement for Portable Restroom Services
6. Approve Bridgewater Lake Treatment Contract
7. Approve Resolution No. 4-10-25A Regarding Sale And Discharge Of Fireworks Withing The City Limits For 2025

Councilmember Longanecker moved to approve, seconded by Councilmember Malloy. The Consent Agenda was approved, 3-0.

**Regular Agenda**

**8. Declaration.**

**9. Public Comments.**

William La Falce, 516 W 4<sup>th</sup> St, addressed the Council. He spoke about flooding near his home in "The Horseshoe" and asked if there was any update or actions to alleviate storm water concerns in the area this year.

Mr. La Falce explained that the grading from the development built after his neighborhood creates floods and swamping on his property and others in his neighborhood. He feels that the action to fix this is simple and would like the solution for this soon.

Mr. Charlie Troutner, 707 W Nelson St, thanked the City for mowing and maintenance of the community museum.

Write-in Public Comment from Jason Sowers was read by Assistant City Clerk Alex Firth. The email is included as an attachment to these minutes.

**Business Requiring Action**

**10. CONSIDER CONTRACT WITH BRAUN INTERTEC FOR \$16,028.00 TO EVALUATE THE CONCRETE SCALING OF EXTERIOR PAVEMENT AT THE GREENSPACE.**

Ms. Holly Robertson addressed the Council. She stated on July 13, 2023, City Council awarded the contract with Combes Construction, LLC for construction of The Greenspace Project. Construction began in August of 2023. Additionally, the project architect Incite Design Studios (IDS) subcontracted Braun Intertec, Inc. to provide third party testing and inspection services for the project.

The exterior concrete pavement including sidewalks and drives was constructed in the late summer and into fall of 2024. During the winter months, City Staff noticed areas of concrete pavement where the surface was beginning to flake or scale off. City Staff and the Contractor spoke with the concrete provider and other concrete experts in the area; however, the cause of the scaling could not be definitively confirmed. It was recommended that petrographic analysis be performed on selected concrete cores to evaluate the concrete mix, air voids, finishing and other elements of the concrete placement that could be the cause of the concrete scaling. The results of this evaluation will assist the City and Contractor to determine the cause of the scaling and the next steps towards repairing or replacing areas of distressed concrete observed to ensure high quality concrete pavement at The Greenspace.

City Staff solicited proposals from three firms and two firms responded. City Staff provided each firm with detailed information regarding conditions observed since concrete placement, material submittals, and requested each firm perform an evaluation that includes petrographic testing and a detailed report to evaluate the cause of the concrete distressed observed. The

responses from the proposals are summarized in the Council Action Item.

City Staff recommends approving the contract with Braun Intertec as the most qualified proposal for \$16,028.00. This amount is within the remaining project budget. Staff will continue to monitor the project budget and update the Governing Body once final completion is achieved. The contract will use the City Attorney approved Contractual Provisions Attachment signed by Braun Intertec.

Councilmember Longanecker asked who is going to pay for this when it is all said and done. Ms. Robertson stated that the results of the evaluation will help us be able to determine who pays.

City Administrator Beth Linn stated that the city will pay for it now and when the error is determined it gives us evidence to have a conversation with whoever made the error. The cost of the investigation is small compared to what the solution may cost.

Mayor Donald Roberts asked if we find out that there are other areas, how far does this go? City Administrator Beth Linn answers that this contract is the first step on how we know what steps to take next.

Councilmember Conus questioned why the City would choose Braun, since they were hired to make sure the pours were up to specifications initially. Ms. Robertson stated Braun was hired to test the material, not the work, and staff believes this could be a finishing issue. Mr. Merkh added that there is a lot that happens with the concrete after it is tested, including weather, water mix, etc. Mrs. Robertson added that all of the test data that Braun did during the project passed the specifications.

Mayor Roberts agreed that there are a lot of reasons that the finishing could have been bad and stated that is why the City should do the tests to determine what happened to the concrete.

With no further questions or comments, Councilmember Longanecker moved to approve, seconded by Councilmember Malloy. The motion carried, 3-0.

#### **11. CONSIDER THE PURCHASE OF A COMMERCIAL MOWER (72"), TO BE PURCHASED FROM SMITTY LAWN AND GARDEN/HUSTLER**

Public Works Foreman Mr. Chase Forester addressed the Council. He stated on August 22, 2024, staff presented the recommended 2025 Budget to City Council for approval. As part of this presentation staff made recommendations for funding the Current Vehicle & Equipment Program 2025-2029. Outlined in this recommendation was the purchase of a replacement for a 61" zero-turn mower with a 72" zero-turn mower. The budget set for this mower is \$16,500.

The Vehicle and Equipment Policy requires the preparation of the specifications for the replacement of equipment with an effort for those to be as "standard" as possible to provide for economical and efficient repairs. Traditionally the City has used cooperative purchasing partnerships to access bids for this type of equipment, however; in the current equipment and procurement climate staff took the competitive bidding approach. In this competitive bidding

process staff solicited 3 bids from local vendors, which are summarized in the Council packet.

Staff considered values for both auction site and trade-in for the old equipment and believes that an auction site will provide a greater return in value. Staff recommends approving the purchase of a Hustler 72" mower from Smitty Lawn and Garden for an amount not to exceed \$14,719.00, and disposal of the existing equipment utilizing an auction site in accordance with the Vehicle & Equipment Policy. This purchase is within approved budget.

Councilmember Longanecker asked if this mower has zero turn tracks, Mr. Forester replied that it does not.

Mayor Roberts asked about the trade-in value of the used mower. Mr. Merkh stated the City was offered about \$1800 dollars for trade-in at these locations. Mr. Forester stated he believes the City could get a higher return on the auction sites.

Councilmember Conus stated he appreciates that Mr. Forester and Mr. Merkh have taken the time to look into all of the information given in the CAI.

Councilmember Malloy moved to approve, seconded by Councilmember Conus. The motion carried, 3-0.

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

Development Services Director Mr. Zach Moore announced that building inspector Jim Brown will be retiring on April 18<sup>th</sup> at 3:30 pm. He invited Council to come to the celebration at The Greenspace. Mr. Moore stated we are happy for him but sad for us. He added the City still has a contract with GBA to cover inspections until a new hire is made.

Ms. Linn followed up Mr. Moore's announcement with another celebratory message: Utilities Superintendent Mike Mabrey had his 35-year anniversary with the city. She asked Council to congratulate him when they see him.

## **13. Report by the Mayor**

Mayor did not have any report.

## **14. Future Meeting Reminders**

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

## **15. CONSIDER RECESSING INTO EXECUTIVE SESSION PURSUANT TO THE ATTORNEY/CLIENT EXCEPTION TO INCLUDE CITY ADMINISTRATOR AND PARKS AND RECREATION DIRECTOR FOR THE PURPOSES OF CONTRACT NEGOTIATIONS (K.S.A. 75- 4319(B)(2)) Start at 7:32- 7:37**

Mayor Roberts requested motion to recess into executive session for discussions related to Contract Negotiations. The justification for such executive session is for a consultation with the City Attorney, which is deemed privileged in an attorney-client relationship (K.S.A. 75-4319B(2)). Present in the executive session will be the Governing Body and the following staff members: City Administrator, Beth Linn, Parks and Recreation Director, Levi Meyer, and City Attorney, Todd Luckman.

The executive session will start at 7:32 PM and last 5 minutes. The open meeting will resume in the Council Chambers.

Councilmember Longanecker moved to recess into executive session pursuant to K.S.A 75-4319(B)(2) for the purpose of discussing contract negotiations. Councilmember Conus seconded the motion. The meeting recessed into executive session at 7:32 PM, 3-0.

Councilmember Conus moved to return to open session with no action being taken. Second by Councilmember Malloy. The motion passed unanimously and the open session resumed at 7:37 PM.

#### **16. Adjourn**

Councilmember Malloy moved to adjourn, seconded by Councilmember Conus. The meeting was adjourned at 7:38 with a 3-0 vote.

Submitted by Alex Firth, Assistant City Clerk



## City Council Action Item

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**Council Meeting Date:** April 24, 2025

**Department:** Community Development

### **Agenda Item: Consider Master Services Agreement with George Butler Associates, Inc. (GBA) for Building Permit Plan Review and Building Permit Inspection Services.**

**Background/Description of Item:**

The City of Edgerton entered into a Master Services Agreement (MSA) with George Butler Associates, Inc. (GBA) in June 2020 for building permit plan review and building inspection services. GBA served as the City's primary building permitting service from first entering into the agreement in 2020 through October 2023, when the City hired an in-house Building Inspector.

The Building Inspector that was hired in October 2023 retired in April 2025. However, the City has kept the agreement in place for GBA to serve as 'back-up' for when the in-house Building Inspector would take vacation or be out of the office for any reason. Now that the Building Inspector position is vacant once again, GBA will resume their role as the City's primary building permitting service, performing building permit plan review and inspections for the City.

The agreement that is currently in place is set to expire in June 2025. City staff is requesting that the MSA with GBA be renewed. Some minor changes have been proposed to the agreement, including the following:

- Extending term of agreement from 5 years to 7 years
- Updating GBA's fees to reflect 2025 rates
- Updating Code references to 2018 ICC Suite
- Updating signature blocks for both City and GBA representatives

Should this agreement be approved by the Governing Body as drafted, it will expire on April 24, 2032.

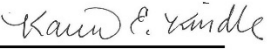
This Agreement has not yet been reviewed by City Attorney. Staff recommends approval subject to any changes from the City Attorney.

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

**Funding Source:** General Fund – Community Development

**Budget Allocated:** \$40,000

x 

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

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**Recommendation: Approve Master Services Agreement with George Butler Associates, Inc. (GBA) for Building Permit Plan Review and Building Permit Inspection Services subject to any changes from the City Attorney and authorize Mayor to sign the Agreement.**

**Enclosed:** Draft GBA Master Services Agreement

**Prepared by:** Zachary Moore, Development Services Director

**MASTER SERVICES AGREEMENT**

**BETWEEN**

**CITY OF EDGERTON, KANSAS**

**AND**

**GEORGE BUTLER ASSOCIATES, INC. (GBA)**

**April 24, 2025**

## MASTER SERVICES AGREEMENT

This Master Services Agreement (“Agreement”) is entered into on the 24<sup>th</sup> Day of April, 2025, between the City of Edgerton, Kansas, “City,” and George Butler Associates, Inc., “Consultant.” The parties to this Agreement are referred to individually as a “Party” and collectively as the “Parties.”

In consideration of the acts and promises contained in this Agreement and other valuable consideration, the Parties agree as follows:

### SECTION 1 – RESPONSIBILITY OF CONSULTANT

- A. BASIC SERVICES.** The City of Edgerton has determined to the satisfaction of its Governing Body that George Butler Associates, Inc. is qualified to undertake and perform services commonly performed in a Master Service Agreement for Professional Services and hereby selects and employs the Consultant to perform these tasks, including, but not limited to municipal ministerial functions including; building inspection, code review and enforcement, permit issuance and general professional services associated with the City’s Code Enforcement Division services (SERVICES). The City is engaging the Consultant to act as the Building Permitting Agent on their behalf for Services including but not limited to the following:
1. Serve as coordinator for the building permit services, including communication with the responsible parties of the Project as well as coordination with the City staff and other involved public agencies, such as the City Services, Publics Works Department, and other agencies that serve the City.
  2. Establish procedures to manage the building permit process with the Edgerton Code Enforcement Division and the Johnson County Fire District.
  3. Receive applications for building permits
  4. Review plans, specifications and construction documents for compliance with the current building codes, municipal code, Unified Development Code, plumbing code, electrical code and any other adopted codes in order to protect public safety. Current adopted codes include; the International Code Council (ICC) 2018 editions, the International Fire Code (IFC) 2018 edition, the NFPA 70 National Electric Code 2017 edition.
  5. Issue Building Permits.
  6. Attend design, pre-construction, and coordination meetings.
  7. Review deferred submittals
  8. Provide Building Inspections

9. Issue Temporary Certificates of Occupancy (TCO)
10. Issue Final Certificates of Occupancy (COO)
11. Provide assistance and recommendations for code variances, equivalencies, deviations, and interpretations
12. Keep records, according to the Kansas Municipal Records Retention Schedule, compile and deliver all final electronic documentation including:
  - Plan review comments
  - Permits
  - Rulings on variances, equivalencies, and deviations
  - Inspection Reports
  - TCO (Temporary Certificates of Occupancy)
  - COO (Certificate of Occupancy)
13. Provide assistance and make recommendations on enhancements for code enforcement, existing practices, policies, procedures and ordinances to improve the code enforcement program
14. Track, measure, and report on performance standards, as agreed upon.
15. Attend Code Administrator meetings as needed to provide data on projects.
16. Prepare quarterly reports on a date agreed upon between the City Representative and the Consultant Representative.
17. Provide statistical and narrative information needed for the City's Financial Report on a monthly basis to ensure transparency.
18. Coordinate and participate in necessary enforcement actions with City Code Administrator Director of Finance, City Attorney, and Municipal Court.

**B. CLARIFICATIONS OF SERVICES.**

1. Any requests for code variances, equivalencies, or deviations will be referred to the City. The consultant will document and provide a recommendation only.
2. Special Inspections or third party structural tests and inspections will be provided and performed by an independent third party as dictated by applicable codes. Consultant will review special inspection tests and reports for verification of compliance and approval.
3. Any specialty permitting, review, or inspections by other regulatory agencies will be the responsibility of the Architect/Engineer of Record, the Owner of the Project, or the Contractor as applicable. The Consultant will advise on when special permitting, review, or inspections are required and will provide recommendations for withholding Certificates of Occupancy, or directly withholding Certificates of Occupancy when granted that authority, until proper documentation is provided by the regulatory

agency that the permitting, review, or inspections are approved or complete. Such specialty permitting, review, or inspections include, but are not limited to:

- a. Any Food Establishments or related occupancies requiring a Health Department permit, review, or inspection will be coordinated with and provided by the Kansas Department of Agriculture.
  - b. The State Elevator Inspector or approved representative of the State will be responsible for any related permitting and inspections of any elevators.
  - c. The Architect and/or Engineer of Record will submit Code Footprint submittals, including forms C.2.2 and C.2.2.A as applicable to the Kansas Office of the State Fire Marshall for any projects with related occupancies requiring a Code Footprint.
  - d. Any boilers and pressure vessels installations, second hand, relocated, and/or repaired, that fall under the Kansas Boiler Safety Act will be registered by the respective contractor with the National Board of Boiler and Pressure Vessel Inspectors and reported, including any required submittals, information and schedules, to the Kansas Office of the State Fire Marshall, which will oversee, inspect, permit, and certify.
  - e. Any project requiring licensing or review by the Kansas Department of Health and Environment (KDHE), the application, process, information, and submittals will be provided by the Architect/Engineer of Record or the Owner of the project as applicable.
4. Any comments from plan reviews and inspections of the Staff of the City Code Enforcement or Johnson County Fire District will be incorporated into the review and inspection reports of the Consultant.
  5. Plan reviews, review for permitting and inspections are not a substitution for the professional responsibilities of a project Architect or Engineer of record, as required by the professional licensing board of the State of Kansas.
- C. No warranty, expressed or implied, is included in this Agreement or in the Instruments of Service produced by Consultant
- D. **MUNICIPAL MINISTERIAL FUNCTIONS.** Consultant, when performing a municipal ministerial function, shall perform to the standard of care and function as a municipal official. Consultant shall assume the roles and duties of the municipal official when the TASK ORDER assigns consultant to that role.
- E. **PLAN REVIEW IMMUNITY.** The Consultant, acting as the Client's plan reviewer, when acting in good faith in the discharge of its duties, shall not thereby render itself liable and

shall be, to the maximum extent permitted by law, relieved from all liability for any damages that may accrue to persons or property by reason of any act, error or omission in the discharge of its duties. Any suit, claim or action against the Consultant because of acts, errors or omissions by Consultant acting in its capacity of Plan Reviewer shall be defended by the City until final termination of the proceedings. The Consultant shall be entitled to all defenses and municipal immunities that are, or would be, available to the City plan reviewers if the same services were provided by a City employee.

- F. **STANDARD OF CARE.** In providing services under this Agreement, Consultant shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality.
- G. **COMPLIANCE WITH LAWS.** Consultant agrees to comply with applicable federal, state, and local laws; regulatory requirements; and codes. Consultant shall procure the professional licenses necessary to allow Consultant to perform the Services. The City shall likewise comply with such laws to the extent applicable to the City's role and performance of this Agreement.

## **SECTION 2 – SERVICE TASKS**

- A. **TASK ORDERS.** Upon execution of this Agreement by the City, the City shall issue TASK ORDERS that define the specific services requested by the City. The TASK ORDER shall ascribe the desired service, schedule, and compensation. The TASK ORDER shall follow the general form in Exhibit A. Upon execution by the City representation in Section 3-A, the TASK ORDER shall be deemed a binding contract between the Consultant and the City. The TASK ORDER shall govern the parties' rights and responsibilities specifically incorporating the terms of this Master Agreement and operating within the framework of this Master Agreement.
- B. **SUBCONTRACTED SERVICES.** Those Services not normally self-performed by the Consultant, but essential to the successful completion of a TASK ORDER, will be subcontracted by the Consultant to subconsultants, who will be selected by the Consultant and the City.
- C. **TYPICAL RATES AND CHARGES.** Exhibit B contains Consultant's Hourly Rates and Estimated Permitting Charges. The City acknowledges receipt of Exhibit B. Rates and charges for specific tasks shall be agreed upon within each TASK ORDER. Charges for ADDITIONAL SERVICES or agreed upon services outside each TASK ORDER will follow these rates and charges or as agreed upon as an amended TASK ORDER. The Consultant will

present a revised version of Exhibit B annually and the new Exhibit B shall become effective with execution of any TASK ORDER following the presentation of the schedule to the City, including its attachment to that TASK ORDER.

**D. ADDITIONAL SERVICES.**

Consultant shall provide the following additional Services (“Additional Services”) as agreed upon by the Parties in a TASK ORDER or as requested thereafter:

1. Services resulting from significant changes in the general scope of a TASK ORDER, including a project or its design, including, without limitation, changes in size, complexity, City’s schedule, Project’s schedule or character of construction; excessive reinspections, plan reviews and meetings beyond those previously approved within a Task Order by City including preparation of change orders.
2. Time spent in preparing for and attending public hearings at the request of the City.
3. Preparing to serve or serving as a consultant or witness for the City in any litigation or other legal or administrative proceeding involving a Project or Task Order.
4. Full-time construction observation services.

**SECTION 3 – RESPONSIBILITIES OF CITY**

**A. CITY REPRESENTATIVE**

1. The City hereby designates the following representative who is authorized to act on City’s behalf with respect to executing TASK ORDERS: Beth Linn, City Administrator, Zachary Moore, Development Services Director and/or Chris Clinton, Planning and Zoning Coordinator. The City or such authorized representative will make decisions in a timely manner pertaining to documents and questions submitted by the Consultant, in order to avoid delay in the orderly and sequential progress of the Services.
2. The City shall accept the decisions of the City representative as final and definitive project direction. The City may employ any process of its choice to inform the City representative of desired project outcomes.
3. The Consultant may accept TASK ORDERS executed by a City official with a similar title until informed that a new representative is appointed.

**B. AUTHORIZATIONS**



1. The City shall furnish approval, consents, and letters of authority as may be necessary for performing the Services in a timely manner.
2. The City shall furnish to the Consultant a certified copy of the legislation, ordinance or resolution authorizing signing of this Agreement and delegation of TASK ORDER signature authority.

**C. INFORMATION**

1. The City shall provide to the Consultant the following:
  - a. All available procedures, policies, reports, plans, specifications, background information, and other data pertinent to the Services or performance of a Task Order;
  - b. The names, addresses, and phone numbers of all entities, regulatory agencies or governing authorities required for coordination or performance of Services within a Task Order.
2. The Consultant shall be entitled to rely on the accuracy and completeness of all information and data provided by the City.

**D. ACCESS TO SITES (FACILITIES).** The City shall assist the Consultant in arranging for access to TASK ORDER facilities or sites for the purpose of performing the Services.

**E. USE OF CITY OFFICE SPACE OR FURNITURE.** The Consultant will not be entitled to use City office space or furniture unless the City and the Consultant reach agreement as to office space and furniture rental. The Consultant shall be permitted to utilize City conference rooms solely for City related business or conducting activities on behalf of the City..

**F. NOTICE OF DEFICIENCY OR CHANGE.**

1. The City shall report to the Consultant any suspected deficiency in the Services within twenty-one (21) days after the City becomes aware of the potential defect. City further agrees to impose a similar notification requirement in its agreements with all contractors, design professionals, subcontractors, and consultants involved in the Project. The failure of the City to notify the Consultant as required herein shall relieve the Consultant of any liability for costs of remedying the defects.

2. The City shall give prompt written notice to Consultant whenever City becomes aware of any change, fact or circumstance that is likely to affect the scope or timing of the Services.

**G. MISCELLANEOUS.**

1. The City shall obtain advice of an attorney, insurance counselor or other consultant as is necessary for the City to make decisions within a reasonable time and not delay the Services.
2. If requested by the Consultant the City shall furnish evidence of financial arrangements that have been made to fulfill City's obligations under this Agreement.
3. The City shall provide and pay, if required by the TASK ORDER, for the cost of any mutually-agreed upon subconsultants, testing, or laboratory Services identified in the Scope of Services, Section 2.
4. The Consultant shall have no obligation to the City to execute any document subsequent to the signing of this Agreement, including, without limitation, lender consent or certification, requiring knowledge, services, or responsibilities beyond the scope of this Agreement. The proposed language of any such document will be submitted to Consultant at least ten (10) days in advance of the requested date of execution. The execution of any such document shall not create any rights in favor of a lender or other third party.

**SECTION 4 - COMPENSATION**

**A. COMPENSATION.**

1. City shall compensate the Consultant for the TASK ORDER in the form agreed to in the TASK ORDER.
2. Services requested by the City outside the scope of a TASK ORDER (Additional Services) shall be compensated based on actual hours worked plus direct expenses in accordance with the Consultant's Hourly Rates schedule as shown in attached Exhibit "B", which is incorporated herein, unless another form is agreed to prior to initiating the associated Additional Services.

- B. PAYMENTS.** The City shall make payments to the Consultant on a monthly basis upon receipt of an invoice from the Consultant. The City shall make payment to the Consultant within thirty (30) days following the date of each invoice. If the City does not make

payment by the due date, the City shall pay interest at the rate of 1.5 percent per month and the collection costs, attorneys' fees and court costs, if any, of the Consultant.

## **SECTION 5 – INSURANCE**

**A. COVERAGE.** Consultant will procure and maintain, at its own expense, for the duration of the Agreement, and for three (3) years thereafter, the following types of insurance with minimal acceptable limits as specified below:

1. Commercial General Liability including premises operations, products & completed operations, blanket contractual liability, personal injury and property damage;  
\$1,000,000 Per Occurrence  
\$2,000,000 Aggregate  
Coverage shall be written on ISO occurrence form CG 0001 or equivalent, and shall cover liability arising from premises, operations, products- completed operations, and personal and advertising injury. It shall also name City, it's 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. Commercial Automobile Liability.  
\$1,000,000 Per Accident  
Coverage shall apply to all owned, hired and/or non-owned motor vehicles used in the completion of the work set forth in the Agreement, using symbol 1. It shall also name City, it's officers, officials, employees, and agents as additional insureds;
3. Excess Liability/Umbrella including products liability:  
\$1,000,000 Each Occurrence  
\$1,000,000 Aggregate  
A combined single limit of excess liability to apply over and above all coverages noted above, with terms and conditions consistent with those of the underlying coverage, not any more restrictive.
4. Workers' Compensation  
\$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.

5. Professional Liability Insurance:

\$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 services of Consultant, and/or its sub-Consultant(s) if any are utilized in the completion of the services. 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.

**B. ADDITIONAL INSURED.** The City and its divisions, subsidiaries, affiliates, directors, officers, and employees shall be an additional insured with respect to Commercial General Liability, Commercial Automobile Liability and Excess Liability on a primary basis, not contributing with any insurance maintained by the City. Upon acceptance, Consultant will prepare certificates naming the City as an additional insured.

**C. CERTIFICATES.** 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. 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, liability under the indemnity provisions of this Agreement. Total damages incurred under this Agreement recoverable by City shall not be limited by the amount of the Consultant's 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 Agreement.

- D. MUTUAL WAIVER OF SUBROGATION.** To the fullest extent permitted by law, and to the extent that damages are covered by property insurance maintained during or after the completion of the Services, the City and the Consultant, and in addition, its insurers through policy endorsement, waive all rights, including rights of subrogation, against each other and all contractors, consultants, sub-consultants, agents and employees of the other, except for rights they may have to the proceeds of that insurance. The City and the Consultant shall require the same waiver by their respective contractors, subcontractors, consultants and sub-consultants.

## **SECTION 6 - TERMINATION**

- A. TERM.** The term of this Agreement shall commence on the Effective Date and terminate seven (7) years thereafter, unless terminated sooner by either Party pursuant to Section 6.B or Section 6.C. The parties may extend this Agreement by mutual written consent. If the term of any Task Order extends beyond the termination or expiration date of this Agreement, the applicable terms and conditions of this Agreement shall extend automatically for such Task Order until such Task Order's termination or expiration date.
- B. TERMINATION BY CITY.** The City may terminate this Agreement as follows:
1. The City may terminate this Agreement at any time without cause, or with cause due to a material breach of this Agreement, upon giving the Consultant fourteen (14) calendar days' prior written notice.
  2. Within thirty (30) calendar days of a termination for convenience, the City shall pay the Consultant for all Services rendered to the date of termination and all costs

incurred or that Consultant could not reasonably avoid, including, without limitation, demobilization, reassignment of personnel, and space and equipment costs.

**C. TERMINATION BY CONSULTANT.** The Consultant may terminate this Agreement for cause upon giving the City fourteen (14) calendar days' prior written notice, for any of the following reasons:

1. A material breach by the City of this Agreement, including, without limitation, failure to make payment as required by this Agreement;
2. A transfer of ownership of this Agreement or Task Order by the City to any other persons or entities not a party to this Agreement without the prior written agreement of the Consultant; and/or
3. A material change in the conditions under which this Agreement was entered into, coupled with the failure of the Parties to agree on the fees and charges for the Additional Services required because of such change.

**C. SUSPENSION FOR NON-PAYMENT.** The Consultant may, at its option and without waiving the right to terminate, suspend all services for non-payment on seven (7) days' written notice to the City.

## **SECTION 7 - MISCELLANEOUS**

**A. INSTRUMENTS OF SERVICE.** The Consultant's reports and other deliverables, including all documents on electronic media, are instruments of professional service ("Instruments of Service") and shall remain the property of the Consultant which also retains the copyrights. During the Project, and conditioned on the City satisfying its payment obligations under this Agreement, City shall have a non-exclusive license to use the Instruments of Service with respect to the Project. City shall not assign its license to third parties without the written consent of the Consultant. However, City may provide copies of the Instruments of Service to contractors and consultants for the purpose of bidding, building or completing a project and to governmental authorities for the purpose of securing or executing permits, licenses, and approvals.

**B. REUSE OR MODIFICATION.** The Instruments of Service prepared by Consultant are not intended or represented to be suitable for reuse by the City or others on extensions to or

modifications of a project or on any other project, unless such Instruments of Service were specifically developed by a Task Order for the intent of City's reuse or modification as identified specifically in the Task Order. Any reuse or modification without the prior written consent of the Consultant will be at the City's sole risk and without any liability of Consultant. The City agrees, to the fullest extent permitted by law, to indemnify and hold the Consultant harmless from any claim, liability or cost (including reasonable attorneys' fees and defense costs) arising or allegedly arising out of any unauthorized reuse or modification of the Instruments of Service by the City or any person or entity that acquires or obtains the Instruments of Service from or through the City without the written authorization of the Consultant.

- C. CONFIDENTIALITY.** The Consultant agrees to keep confidential and not disclose to any person or entity any data and information not previously known to the Consultant and marked "CONFIDENTIAL" by the City. These provisions shall not apply to disclosure to the Consultant's employees and subconsultants, the general contractor, subcontractors, and permit authorities. Confidential information shall not include information that otherwise comes into the public domain. The Consultant will not be restricted from giving notices required by law, complying with an order to provide information or data when such order is issued by a court, administrative agency or other authority with proper jurisdiction, or reasonably using any information in the defense of any suit or claim. Consultant shall not (i) disclose to City any information which is confidential and/or proprietary to a third party without first obtaining the written consent of both such third party and City or (ii) use Confidential Information for any purpose other than that indicated in this Agreement without City's prior written approval.

**D. LIMITATION OF LIABILITY.** CONSULTANT's Liability Limited to Stated Amount, or Amount of CONSULTANT's Compensation: To the fullest extent permitted by Laws and Regulations, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of CONSULTANT and CONSULTANT's officers, directors, members, partners, agents, employees, and Consultants, to CITY and anyone claiming by, through, or under CITY for any and all injuries, claims, losses, expenses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the CONSULTANT, CONSULTANT's Services or this Agreement from any cause or causes whatsoever, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied, of CONSULTANT or CONSULTANT's officers, directors, members, partners, agents, employees, or Consultants, shall not exceed the total amount of \$500,000.00 or the total compensation received by CONSULTANT under this Agreement, whichever is greater.

- E. INDEMNIFICATION BY CONSULTANT.** Subject to the limitation of liability provision above, to the fullest extent permitted by law, the Consultant agrees to indemnify and hold the City harmless from any loss, damage, or cost, to the extent caused by the negligent acts, errors or omissions in the performance of services under this Agreement.
- F. INDEMNIFICATION BY CITY.** The City agrees, to the fullest extent permitted by law, to indemnify and hold the Consultant harmless from any loss, damage, or cost, to the extent caused by the negligent acts, errors or omissions of the City or its contractors, subcontractors, consultants or employees.
- G. MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES.** Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, City and Consultant waive any and all claims against each other and their respective officers, directors, partners, employees, contractors and subcontractors for any incidental, indirect or consequential damages, including, but not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation, punitive, or any other consequential damages that either Party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both City and Consultant shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in the Agreement or Task Orders.
- H. PARTIAL SERVICES.** If the Consultant is not authorized by a TASK ORDER to perform all required or specific Services for complete execution and closure of a permit for any project, the City is responsible for all Services including, without limitation, those Services required for complete execution and closure of a permit. The City shall defend, indemnify, and hold harmless the Consultant against all claims, losses, damages, injuries, and expenses arising out of or resulting from the performance of such Services by City or others.
- I. CONSTRUCTION ISSUES.**
1. The Parties agree the Consultant shall not be responsible for:
    - a. the contractor's construction means, methods, techniques, sequences, procedures, safety precautions, and any programs incidental thereto, which shall remain the sole responsibility of the contractor;
    - b. the contractor's failure to perform the Work in accordance with the Approved Permit Documents;



- c. acts or omissions of the contractor, its subcontractors or suppliers, or any other persons performing any of the Work.
  - 2. The construction contractor is responsible for means and methods and to ensure the construction or constructed facility meets the requirements of the permit documents.
  - 3. The construction contractor is responsible for all construction related activities, including job site safety.
  - 4. The Consultant will not have the authority to stop the Work of a contractor.
  - 5. Consultant shall not be required to execute any document that would result in Consultant guaranteeing or warranting the existence of any conditions or construction.
- J. DELIVERY OF SERVICES.** Except as provided herein, the Services shall be carried to completion without undue interruption in accordance with the schedule in the TASK ORDER.
- K. DELAY.**
- 1. The Consultant shall not be responsible for a delay in a project or performance of the Services when the delay is caused by the City, its employees, consultants or contractors, or other circumstance beyond the reasonable control of Consultant including, without limitation, abnormal weather condition, flood, earthquake, fire, pandemic, epidemic, war, riot, civil disturbance, terrorism, strike, lockout, work slowdown, and other labor disturbance, judicial restraint, and inability to procure permits, licenses, or authorization from any local, state, or federal agency.
  - 2. The Consultant shall reject any work identified that does not meet code, including but not limited to plans, specifications, documents, reports, construction, materials, equipment, or components. Such rejection of work shall not subject the Consultant to any liability or cause of action to or from the project owner, consultants, sub-consultants, contractors, sub-contractors, construction team, including but not limited to a claim for delay.
- L. GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Kansas, without regard to its principles of conflicts of laws.

- M. ACCRUAL OF CAUSES OF ACTION.** Causes of action between the Parties shall accrue and applicable statutes of limitation shall commence to run on the earliest of the date the Services are substantially complete under this Agreement or the date as provided by law.
- N. DOCUMENTS PREPARED BY OTHERS.** The Consultant shall not be responsible for any permits, certificates, estimates, reports, surveys, tests, or other documents or instruments, or any part thereof, prepared by the City, the City's other consultants, other regulatory agencies or authorities, or project related entities.
- O. RECOMMENDATIONS OF THE CONSULTANT.** If the City requires that any deviation, variance, equivalency, assembly, system, product, item of material, or design be included in any project without (or against) the Consultant's recommendation, the Consultant shall have no responsibility for such decision by the City or for the performance of such items, nor shall the Consultant be required to issue any opinion or certificate with respect to such items.
- P. HAZARDOUS MATERIALS.** The Consultant does not provide any Service related to asbestos or hazardous or toxic materials. In the event Consultant or any other party encounters asbestos or hazardous or toxic materials at a facility or site, or should it become known in any way that such materials may be present at a facility or site or any adjacent areas that may affect the performance of the Services, the Consultant may, at its option and without liability for any damages, suspend performance of its Services until the appropriate specialist consultant(s) or contractor(s) are retained by the appropriate party to identify, abate, and/or remove the asbestos or hazardous or toxic materials, and verifies that the facility or site is in full compliance with applicable laws and regulations. Hazardous materials permitting, plan/document review, or inspections or related Services are not included or covered under this Agreement.
- R. NOT A MUNICIPAL ADVISOR.** Consultant will not be acting as a fiduciary of the City and will not be serving as a "municipal advisor" to the City within the meaning of the Dodd-Frank Wall Street Reform and Consumer Protection Act and the rules and regulations of the United States Securities and Exchange Commission.
- S. NOTICES AND COMMUNICATIONS.** All notices and communications required by this Agreement shall be made in writing and delivered in person by overnight courier, or sent by certified or registered mail, return receipt requested, postage prepaid, to the respective Party at the following address:

City:

Edgerton Community Development  
404 East Nelson, Edgerton, KS 66021  
Attention: Zach Moore

Consultant:

George Butler Associates, Inc.  
9801 Renner Boulevard  
Lenexa, KS 66219-9745  
Attention: Joe Kmetz

All notices, communications, contacts and parties and the manner for which delivered, communicated or required for performance of Services on a Task Order will be identified in the Task Order.

## **SECTION 8 – DISPUTE RESOLUTION**

- A. DIRECT DISCUSSIONS.** The Parties shall attempt to amicably resolve all disputes through direct discussion and negotiation between the designated representatives of each Party.
- B. NON-BINDING MEDIATION.** If direct discussion and negotiation required by the preceding paragraph is not successful, the Parties will submit any claim or dispute arising out of or related to this Agreement or Task Order to non-binding mediation. Unless the parties mutually agree otherwise, the mediation shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Each Party shall pay their own legal fees associated with the mediation, but shall equally share the mediator's fees. It is agreed that all contractors, design professionals, subcontractors, and consultants who are involved in, and potentially liable for any claim being asserted, may participate in the mediation.
- C. LITIGATION.** If the parties are unable to resolve a dispute through negotiation and mediation required by the preceding paragraphs, the Parties may resort to litigation in a court of competent jurisdiction in the location of the project.

## **SECTION 9 – OTHER PROVISIONS**

- A. FACSIMILE OR ELECTRONIC SIGNATURES.** The Parties agree that a facsimile or electronic (PDF) copy of a signature to this Agreement or a subsequent Task Order shall be deemed to have the same force and effect as an original signature.

- B. WAIVER.** A waiver by either the City or the Consultant of any breach of this Agreement shall not affect the waiving Party's rights with respect to any other or further breach.
- C. SEVERABILITY.** The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void.
- D. INTEGRATION.** This Agreement and documents made a part hereof by reference represent the entire Agreement between the City and the Consultant. This supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this Agreement. If the City issues a purchase order or work order to the Consultant at any time, no preprinted terms thereon shall become part of this Agreement. Any purchase order or work order, whether or not signed by the Consultant will be for the sole purpose of facilitating the City's operations.
- E. HEADINGS.** The headings of the sections and subparagraphs of this Agreement are inserted for the convenience of the Parties and are neither to be taken to any part of the provisions hereof nor to control nor affect their meaning, construction, or effect.
- F. ASSIGNMENT.** Neither Party shall assign this Agreement or any rights or duties under the same without the prior written consent of the other Party. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement. Nothing contained in this Article shall prevent the Consultant from employing independent consultants, associates, and subcontractors to assist in the performance of the Services or from assigning any receivables to a third party.
- G. THIRD PARTIES.** Nothing in this Agreement shall be construed to provide any rights or benefits to anyone other than the City and the Consultant

IN WITNESS WHEREOF, City of Edgerton and George Butler Associates, Inc., by their authorized representatives, have hereunto subscribed their names this, 4<sup>th</sup> day of June 2020. Executed in duplicate with copies to the City and Consultant.

**City**

City of Edgerton

**Consultant**

George Butler Associates, Inc.

---

Donald Roberts  
Mayor

**ATTEST:        City**

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Bryan Rasmussen, P.E.  
Vice President

**Consultant**

---

Alex Firth

Assistant City Clerk

---

Joe Kmetz

Building Code Services Lead

I certify that sufficient funds of the City treasury have been appropriated and are otherwise unencumbered to meet the City's financial obligation under this Agreement.

---

City Treasurer

## Exhibit A – TASK ORDER

TASK ORDER NUMBER \_\_\_\_\_

This TASK ORDER is made as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, under the terms and conditions established in the MASTER SERVICES AGREEMENT, dated the ,24th day of April, 2025 between the City of Edgerton, Kansas, (City) and George Butler Associates, Inc. (Consultant). This TASK ORDER is made for the following purpose, consistent with the purpose of the MASTER SERVICES AGREEMENT and for the purpose of:

(Insert Project Description)

### Section A. Scope of Services

The Consultant will furnish to the City the following described services:

- a.
- b.
- c.

Clarifications and Exclusions to Services:

- a.
- b.
- c.

### Section B. Anticipated Schedule

The following is an estimated schedule based on the scope of services and information provided:

### Section C. Compensation

1. In return for the performance of the foregoing obligations, the City shall pay the Consultant the fee of \$\_\_\_\_\_, payable according to the terms in the Master Service Agreement.
2. The City shall pay the Consultant in accordance with the Schedule of Fees described in Exhibit B attached to the Master Agreement for all ADDITIONAL SERVICES not specifically included in Section A of this TASK ORDER.

### Section D. City Responsibilities

The City will provide or perform the following to facilitate the project described in this TASK ORDER.

- a.
- b.
- c.

Section E. Notification and Communication

The following GBA personnel will be the point(s) of contact for correspondence related to this TASK ORDER:

IN WITNESS WHEREOF, the City Representative and the Consultant have executed this TASK ORDER

City of Edgerton, Kansas (City)

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

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

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

Date: \_\_\_\_\_

George Butler Associates, Inc. (Consultant)

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

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

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

Date: \_\_\_\_\_

I certify that sufficient funds of the City treasury have been appropriated and are otherwise unencumbered to meet the City's financial obligation under this Agreement.

\_\_\_\_\_

Name, Title

## Exhibit B

### CONSULTANT'S HOURLY RATES

#### STANDARD HOURLY RATE SCHEDULE

Title	Rate
Associate	245.00
Senior Lead AES	245.00
Senior Specialist	245.00
Project Leader	217.00
Lead AES	217.00
Specialist	172.00
Senior AES	198.00
Senior Technician	166.00
Project AES	172.00
Project Technician	136.00
Design AES	155.00
Design Technician	125.00
Staff AES	137.00
Staff Technician	110.00
Client Management Coordinator	150.00
Project Administrator	115.00
Senior Administrative Assistant	115.00
Administrative Assistant	105.00

#### EXPENSES

Reimbursable expenses (travel, vehicle mileage, vehicle rental, printing, subsistence, long distance telephone, etc.) incurred will be charged at cost plus 10% to cover administrative overhead.

The following items will be charged as shown:

Company Pick-up Truck	0.70	per mile
Personal and Company Cars	0.70	per mile



Rates effective July 1, 2024 through June 30, 2025.

## ESTIMATED PERMITTING CHARGES

### PERMITTING FEES (CONSTRUCTION VALUATION)

#### Construction

Valuation	Fee
<\$200,000	Calculated based on estimated effort (hours*rates + expenses)
>\$200,000	Plan Review Fee = \$1.50 per \$1,000 of construction Permitting/Inspection = \$4.00 per \$1,000 of construction

### SINGLE INSPECTION VISIT (Estimated for a 2 Hour Inspection)

1 hour travel	\$166.00
2 hour inspection	\$322.00
.5 hour reporting/filing	\$ 83.00
<u>48 miles @ \$0.70/mi</u>	<u>\$ 33.60</u>
	\$604.60



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## City Council Action Item

**Council Meeting Date:** April 24, 2025

**Department:** Administration

### **Agenda Item: Consider Resolution No. 04-24-25A Approving the Mayoral Appointment for Certain Public Officials for the City of Edgerton, Kansas**

**Background/Description of Item:**

Chapter 1, Article 3, Section 301 of the Edgerton City Code states that at the first regular meeting in May of each year the Mayor, by and with the consent of the Council, shall appoint the City Clerk and City Treasurer, and may appoint a City Attorney, Municipal Judge and such other officers as deemed necessary for the best interest of the City. Due to the vacancy of the City Clerk position effective April 25, 2025, the annual appointments will need to be fulfilled prior to that date.

Draft Resolution 04-24-25A 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

**Related Ordinance(s) or Statue(s):** Article 3, Section 1-301 of the Edgerton Municipal Code.

**Funding Source:** N/A

**Budget Allocated:** N/A

**Finance Director Approval:** N/A

### **Recommendation: Approve Resolution No. 04-24-25A Approving the Mayoral Appointments for Certain Public Officials for the City of Edgerton, Kansas**

**Enclosed:** Draft Resolution No. 04-24-25A

**Prepared by:** Alex Clower, City Clerk

**RESOLUTION NO. 04-24-25A**

**A RESOLUTION APPROVING THE MAYORAL APPOINTMENTS FOR CERTAIN PUBLIC OFFICIALS FOR THE CITY OF EDGERTON, KANSAS**

**WHEREAS**, City Code requires the Mayor to appoint certain public officials;

**WHEREAS**, the appointments named below meet all qualifications set forth by City Code;

**WHEREAS**, the Mayor hereby appoints, subject to the approval of the City Council, the individuals named below to fill the public appointments for the City of Edgerton, Kansas;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EDGERTON, KANSAS:**

**SECTION ONE:** The City Council hereby approves the following Mayoral 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

**SECTION TWO: EFFECTIVE DATE**

This Resolution shall take effect and be in full force immediately after its adoption by the Governing Body.

ADOPTED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR OF THE CITY OF EDGERTON, KANSAS ON THE 24<sup>TH</sup> DAY OF APRIL, 2025.

**CITY OF EDGERTON, KANSAS**

By: \_\_\_\_\_  
Donald Roberts, Mayor

ATTEST:

\_\_\_\_\_  
Alex Firth, Assistant City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Todd Luckman, City Attorney  
for Stumbo Hanson, LLP, City Attorneys



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## City Council Action Item

**Council Meeting Date:** April 24, 2025

**Department:** Administration

### **Agenda Item: Consider Resolution No. 04-24-25B Setting Forth the Authority for Members of the Governing Body and City Staff with Regard to the City's Accounts at Central Bank of the Midwest**

**Background/Description of Item:** The City maintains accounts at Central Bank of the Midwest to carry out the business of the City. In December 2022, the Governing Body approved Resolution No.12-15-22C documenting banking authority for staff and members of the Governing Body. Due to the resignation of City Clerk, Alexandria Clower, a new resolution is needed by the bank.

Changes to the banking resolution are:

- Removed Alexandria Clower, City Clerk, due to her resignation effective April 25, 2025.
- Added updated the title for Justin Vermillion from Accountant to Senior Accountant.
- Add Kara Banks, Assistant to the City Administrator, to the list of staff authorized to discuss the Municipal Court Bond Account.

Staff will use this resolution to work with the bank to update their records for the City's accounts.

**Related Ordinance(s) or Statue(s):** Resolution No. 12-15-22C

**Funding Source:** n/a - this resolution denotes who has authority regarding the City's bank accounts at Central Bank of the Midwest.

**Budget Allocated:** n/a

**Finance Director Approval:**

x *Karen E. Kindle*  
Karen Kindle, Finance Director

**Recommendation: Approve Resolution No. 04-24-25B Setting Forth the Authority for Members of the Governing Body and City Staff with Regard to the City's Accounts at Central Bank of the Midwest.**

**Enclosed:** Draft Resolution 04-24-25B

**Prepared by:** Karen Kindle, Finance Director

## **RESOLUTION NO. 04-24-25B**

### **A RESOLUTION SETTING FORTH THE AUTHORITY FOR MEMBERS OF THE GOVERNING BODY AND CITY STAFF REGARDING THE CITY'S ACCOUNTS AT CENTRAL BANK OF THE MIDWEST.**

**WHEREAS**, the City of Edgerton, Kansas, maintains accounts at Central Bank of the Midwest; and

**WHEREAS**, the City Council wishes to designate by Resolution those members of the Governing Body and City of Edgerton Staff who are authorized to discuss accounts, withdraw funds, endorse or authorize checks, amend online banking preferences, be listed as authorized signors and take any and all other actions listed below involving City accounts at Central Bank of the Midwest.

**NOW, THEREFORE, BE IT RESOLVED**, that Central Bank of the Midwest, ("Financial Institution") is hereby designated a depository of the City of Edgerton, Kansas, for the purpose of banking services, and that with the exception of Municipal Court Account #\*\*\*82, which is described further below, the following individuals are authorized to discuss with Financial Institution any and all City accounts:

<u><b>Name</b></u>	<u><b>Title</b></u>
Donald Roberts	Mayor
Elizabeth Linn	City Administrator
Karen Kindle	Finance Director/City Treasurer
Kathy Clark	Accounting Technician
Justin Vermillion	Senior Accountant

**BE IT FURTHER RESOLVED** that the following individuals are hereby individually authorized to open any deposit or checking accounts in the name of the City; to endorse or authorize checks and orders for the payment of money; and withdraw funds on deposit with Financial Institution and shall be listed as signers on said account signature cards. This authority shall be for all City accounts with the exception of Municipal Court Account #\*\*\*82 which is described further below:

<u><b>Name</b></u>	<u><b>Title</b></u>
Donald Roberts	Mayor
Elizabeth Linn	City Administrator
Karen Kindle	Finance Director/City Treasurer

**BE IT FURTHER RESOLVED** that the following individuals acting individually, are authorized to instruct Financial Institution, either by written or verbal instructions, to make changes to the set up of the on-line banking system.

<u><b>Name</b></u>	<u><b>Title</b></u>
Donald Roberts	Mayor
Elizabeth Linn	City Administrator

**BE IT FURTHER RESOLVED** that for Municipal Court Account, account #\*\*\*82, the following individuals are hereby individually authorized to endorse or authorize checks and orders for the payment of money; and withdraw funds on deposit with Financial Institution in Municipal Court Account, account #\*\*\*82, and shall be listed as signers on said account signature cards:

<u><b>Name</b></u>	<u><b>Title</b></u>
Donald Roberts	Mayor
Elizabeth Linn	City Administrator
Karen Kindle	Finance Director/City Treasurer

**BE IT FURTHER RESOLVED** that the following individuals are hereby authorized to discuss Municipal Court Account, account #\*\*\*82:

<u><b>Name</b></u>	<u><b>Title</b></u>
Donald Roberts	Mayor
Elizabeth Linn	City Administrator
Karen Kindle	Finance Director/City Treasurer
Kathy Clark	Accounting Technician
Justin Vermillion	Senior Accountant
Kara Banks	Assistant to the City Administrator

**BE IT FURTHER RESOLVED** that the City acknowledges and agrees that Financial Institution may rely on alternative signature and verification codes issued to or obtained from the individual(s) named on this resolution. The Term “alternative signature and verification codes” includes, but is not limited to, facsimile signatures on file with the Financial Institution, personal identification numbers (PIN), and digital signatures. If a facsimile signature specimen has been provided on this resolution, (or that is filed separately by the City with Financial Institution from time to time) Financial Institution is authorized to treat the facsimile signature as the signature of the individual(s) regardless of by whom or by what means the facsimile signature may have been affixed so long as it resembles the facsimile signature on file.

**BE IT FURTHER RESOLVED** that this resolution shall continue in force and Central Bank of the Midwest may consider the facts concerning and holders of said offices, respectively, and their signatures, to be and continue as set forth herewith until written notice to the contrary is duly served on said financial institution.

ADOPTED THIS 24th DAY OF APRIL, 2025,

By: \_\_\_\_\_  
Donald Roberts, Mayor

ATTEST:

\_\_\_\_\_  
Alex Firth, Assistant City Clerk

APPROVED AS TO FORM:

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Todd Luckman  
for Stumbo Hanson, LLP, City Attorneys

## City Council Action Item

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**Council Meeting Date:** April 24, 2025

**Department:** Administration

### **Agenda Item: Consider a 5-Year Lease Agreement with MAPS, Inc. and LEAF, for Multi-Function Printer/Copier for City Facilities**

**Background/Description of Item:**

The City of Edgerton has been using MAPS, Inc for printer/copier services for several years. The City has leases on seven machines currently: City Hall (main copier and check printer), Big Bull Creek, Studio B, Public Works, The 414 and The Greenspace. The lease on the current Kyocera printer at The 414 is expiring at the end of June.

As part of an effort to streamline the number of contracts for printer/copiers, staff reviewed options with MAPS to combine the oldest leases. The new proposal combines those into one lease, which will now cover City Hall check printer, The 414, Studio B, Public Works and Big Bull Creek. The monthly price remains the same but increases the length of the lease to 63 months. There would be no additional budget dollars needed. MAPS allows for upgrades to this lease around the 48-month mark with new equipment if the City should need it.

Within the last year, the City solicited bids for printer/copiers and MAPS was the lowest bidder. All products are in inventory and, if approved before May 1, will not be subject to a 25% increase resulting from federal tariffs on imports from Japan, China, Thailand and Vietnam, where most office system products are sourced.

Furthermore, a mirrored fleet, with the exception of City Hall, also allows users to efficiently use printer/copiers in all locations.

MAPS, Inc., is located in Leavenworth with a service call response time under four hours with a phone call within the first hour to begin troubleshooting the issue with staff. MAPS monitors meter readings and toner levels to provide necessary equipment in a sufficient timeframe. MAPS Inc. stocks all parts and supplies at their warehouse in Leavenworth and have been proactive in ordering parts/supplies to avoid any shortages. MAPS also offers a recycling program for used cartridges.

The lease agreement and maintenance contract are pending City Attorney review.

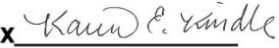
**Related Ordinance(s) or Statue(s):** n/a

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**Funding Source:** General Fund, Water Fund, Sewer Fund

**Budget Allocated:** Total = \$8,490  
General Fund - \$7,000; Water Fund - \$745; Sewer Fund - \$745

x 

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

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**Recommendation: Approve the 63-Month Lease Agreement with LEAF and Maintenance Agreement with MAPS, Inc., for Four Multi-Function Printer/Copiers, Subject to Approval by the City Attorney.**

**Enclosed:** MAPS Proposal

**Prepared by:** Kara Banks, Assistant to the City Administrator



## Proposal for City of Edgerton

### Current Analysis

#### Current Lease Information

Contract #1006569207-001

Lease Term: 48 Months - (6/25/2021 thru 6/25/2025)

Lease Payment: **\$139.23**

Equipment & Configuration: **Kyocera TASKalfa 3553ci**, dual scan document feeder, cabinet, stapling finisher, 2-3-hole punch and fax.

Location: Development Services

Contract #100-6569207-002

Lease Term: 48 Months – (12/13/2022 thru 12/13/2026)

Lease Payment: **\$311.18**

Equipment & Configuration: #3 **Kyocera TASKalfa 2554ci**, dual scan document feeder, cabinet, and searchable PDF kit.

Locations: City Hall & Studio B

**Total Monthly Lease Payment: \$450.41**

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#### Current Monthly B&W Average Usage & Expense

Maps Tag ID #10563 – TASKalfa 3553ci:	<b>\$1.14</b> (190 average monthly pages x <b>\$0.006</b> cents per page)
Maps Tag ID #11415 – TASKalfa 2554ci:	<b>\$0.00</b> (0 average monthly pages x <b>\$0.006</b> cents per page)
Maps Tag ID #11413 – TASKalfa 2554ci:	<b>\$2.31</b> (385 average monthly pages x <b>\$0.006</b> cents per page)
Maps Tag ID #11414 – TASKalfa 2554ci:	<b>\$0.68</b> (114 average monthly pages x <b>\$0.006</b> cents per page)
<b>Average Monthly B&amp;W Expense:</b>	<b>\$4.13</b>

#### Current Monthly Color Average Usage & Expense

Maps Tag ID #10563 – TASKalfa 3553ci:	<b>\$22.64</b> (566 average monthly pages x <b>\$0.04</b> cents per page)
Maps Tag ID #11415 – TASKalfa 2554ci:	<b>\$4.12</b> (103 average monthly pages x <b>\$0.04</b> cents per page)
Maps Tag ID #11413 – TASKalfa 2554ci:	<b>\$10.16</b> (254 average monthly pages x <b>\$0.04</b> cents per page)
Maps Tag ID #11414 – TASKalfa 2554ci:	<b>\$3.36</b> (84 average monthly pages x <b>\$0.04</b> cents per page)
<b>Average Monthly B&amp;W Expense:</b>	<b>\$40.28</b>

**Average Monthly Expense: \$494.82** (\$450.41 + \$41.13 + \$40.28)



## Proposal for Consideration

### New Proposed Lease Term

Lease Term: 63 Months

Lease payment: **\$450.41**

### New Proposed Equipment & Configuration

#4 – Kyocera TASKalfa 2554ci: Graphic color 25 ppm system, dual scan document feeder, cabinet, and searchable PDF kit.

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### Proposed Monthly B&W Average Usage & Expense

Kyocera TASKalfa 2554ci: **\$1.14** (190 average monthly pages x **\$0.006** cents per page)

Kyocera TASKalfa 2554ci: **\$0.00** (0 average monthly pages x **\$0.006** cents per page)

Kyocera TASKalfa 2554ci: **\$2.31** (385 average monthly pages x **\$0.006** cents per page)

Kyocera TASKalfa 2554ci: **\$0.68** (114 average monthly pages x **\$0.006** cents per page)

**Average Monthly B&W Expense: \$4.13**

### Current Monthly Color Average Usage & Expense

Kyocera TASKalfa 2554ci: **\$22.64** (566 average monthly pages x **\$0.04** cents per page)

Kyocera TASKalfa 2554ci: **\$4.12** (103 average monthly pages x **\$0.04** cents per page)

Kyocera TASKalfa 2554ci: **\$10.16** (254 average monthly pages x **\$0.04** cents per page)

Kyocera TASKalfa 2554ci: **\$3.36** (84 average monthly pages x **\$0.04** cents per page)

**Average Monthly B&W Expense: \$40.28**

***Cost per Page Service Program exactly like we already have in place for the City of Edgerton. Monthly invoice on usage generated with no minimums or overage penalties. All service calls, parts and toner are included.***

**Average Monthly Expense:** **\$494.82** (\$450.41 + <sup>\$4.13</sup>~~\$41.13~~ + \$40.28)

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### Included within our Proposal

- Delivery and network assistance
- Complete closure of both current leases
- Return shipping of all four (4) systems back to the leasing company
- **New Term Approach:** City of Edgerton will upgrade the proposed term at the 48-month mark.
- Monitoring software for monthly usage invoicing and proactive toner delivery.
- 2 Maps Kyocera Certified Service Technicians.

## City Council Action Item

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**Council Meeting Date:** April 24, 2025

**Department:** Parks and Recreation

### **Agenda Item: Consider Agreement For Law Enforcement Services At The Greenspace In Edgerton, Kansas**

#### **Background/Description of Item:**

At the December 12, 2024 City Council meeting, staff presented memo regarding recommended rental hours, rental rates, add-on fees, penalties, and reservation information for private events at The Greenspace. Following that Resolution No. 03-13-25A was approved adopting the fees for The Greenspace facility rentals as directed by the Governing Body.

In addition, Council provided direction for to Staff to coordinate security for any reservation after normal business hours and/or reservation that include alcohol. Staff met with Johnson County Sheriff's Office (JCSO) as our preferred partner for providing security for these reservations. Please find enclosed the draft Agreement with Johnson County Sheriff's Office for Law Enforcement at The Greenspace.

As part of the Agreement, the City would provide JCSO a minimum of 14-day notice prior to each event (rental reservation) that would require dedicated law enforcement/security services. These would only be for the rental reservations as described above. The normal city community events would be handled under the existing annual contract for policing services. The City will pay \$80 per hour/per Deputy for these services.

JCSO will be responsible for assigning the necessary deputy(s) to the event. The Deputies assigned to provide services under this Agreement are on-duty for the Sheriff and acting within the course and scope of their official duties while fulfilling City's requests for services. Deputies assigned to provide services under this Agreement will not be removed except for extraordinary circumstances at the direction of the Sheriff. The Sheriff retains ability to refuse City's requests, when received, for Deputies under this Agreement and is under no obligation to provide a certain number of Deputies or to accommodate any specific event(s).

The charges for the services from the Sheriff's Office will be covered entirely by the security fee included in the Fee Resolution.

The Agreement will terminate at the end of 2025, same as our existing contract for policing services. In addition, any party (JCSO or the City) may terminate this Agreement, at any time,

for convenience, without penalty or recourse, by giving the other party written notice of such termination sixty (60) days prior to termination.

**Related Ordinance(s) or Statue(s):** n/a

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**Funding Source:** Greenspace Facility Rental Fees

**Budget Allocated:** \$0 in 2025. When the 2025 Budget was adopted, this service had not yet been determined.

x Karen E. Kindle

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

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<p><b>Recommendation: Approve Agreement For Law Enforcement Services At The Greenspace In Edgerton, Kansas</b></p>
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**Enclosed:** Draft Agreement for Law Enforcement Services at The Greenspace in Edgerton, Kansas

**Prepared by:** Levi Meyer, Parks and Recreation Director

## **AGREEMENT FOR LAW ENFORCEMENT SERVICES AT THE GREENSPACE IN EDGERTON, KANSAS**

**THIS AGREEMENT**, entered into the date of last signature below (the “Effective Date”), by and among the Board of County Commissioners of Johnson County, Kansas, a body corporate and political subdivision of the state of Kansas (“County”), the Sheriff of Johnson County, Kansas (“Sheriff”), and the City of Edgerton, Kansas (“City”) (collectively, the “Parties”).

### **RECITALS:**

- A.** The City and County currently contract for the provision of ordinary law enforcement services within the City, performed by the Sheriff; and
- B.** The City owns and operates The Greenspace at 303 East Nelson Street, Edgerton, KS, Johnson County, Kansas; and
- C.** The City desires to contract with the County for the provision of additional law enforcement services for The Greenspace, to be performed by the Sheriff; and
- D.** The County, Sheriff, and City hereby agree to accept the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the above and foregoing recitals, the mutual promises and covenants hereinafter given, and for other good and valuable considerations, the parties hereto agree as follows:

### **ARTICLE I**

#### **Purpose and Scope of Services**

##### **1.0. Purpose and Scope of Services.**

**1.1. Purpose.** The purpose of this Agreement is to establish the terms and conditions under which Deputies of the Sheriff’s Office provide additional security and law enforcement assistance to The Greenspace.

**1.2. Scope of Services.** The Sheriff will provide Deputies to provide law enforcement services for specific, limited-duration events outside the normal contract for law enforcement services, held at The Greenspace, at the request of City.

## **ARTICLE II**

### **Term and Termination**

#### **2.0. Term and Termination.**

**2.1. Term.** The Term of this Agreement shall be from the Effective Date until December 31, 2025, unless this Agreement is otherwise terminated as provided below.

**2.2. Termination.** The County and City hereby agree that the following shall prevail with respect to termination of this Agreement:

**2.2.1. For lack of funds.** Should, for whatever reason, adequate funding not be made available to the City to support or justify continuation of the level of services to be provided by the Sheriff under this Agreement, the City may terminate this Agreement. In such event, the City shall notify the Sheriff in writing at least fifteen (15) days in advance of such termination or reduction of services for lack of funds, in which case, the Sheriff shall be reimbursed for all costs and expenses incurred prior to the date of such notice.

**2.2.2. For convenience.** Any party may terminate this Agreement, at any time, for convenience, without penalty or recourse, by giving the other party written notice of such termination sixty (60) days prior to termination. The Sheriff shall be entitled to just and equitable compensation for services performed by the Sheriff through the date of termination.

**2.2.3. For lack of payment.** The County reserves the right to terminate this Agreement for lack of payment by the City for services performed by the Sheriff under this Agreement and accepted by the City.

## **ARTICLE III**

### **Compensation**

#### **3.0. Compensation.**

**3.1. Compensation.** The City shall pay the Sheriff \$80.00 per hour/per Deputy for events at The Greenspace which requires Deputies under this Agreement. Payments shall be made within thirty (30) days of City receipt of invoices from the Sheriff documenting the services rendered.

## **ARTICLE IV**

### **Responsibilities**

#### **4.0. Responsibilities.**

##### **4.1. Sheriff's Responsibilities.**

- 4.1.1.** Sheriff shall have exclusive authority to make all personnel decisions pertaining to the employment of Deputies retained to provide the services described in this Agreement. The Sheriff will consider extra duty deputy work requested by the City and has the discretion to prohibit any extra deputy work.
- 4.1.2.** The Sheriff shall have sole responsibility for the payment of salary, benefits, and other compensation to the Deputies assigned to provide services under this Agreement.
- 4.1.3.** Subject to available personnel, the Sheriff will provide Deputies to perform law enforcement and security services at the The Greenspace.
- 4.1.4.** Neither the Sheriff nor the City intend to create a special duty or relationship to protect the City or any person or property. The Sheriff's duty is to the public and is not enhanced or increased by this Agreement.
- 4.1.5.** The Deputies assigned to provide services under this Agreement are on-duty for the Sheriff during such services. The Deputies are acting within the course and scope of their official duties while fulfilling City's requests for services within the county. The Sheriff retains authority to direct and redirect the Deputies' work and assignments. Deputies assigned to provide services under this Agreement will not be removed except for extraordinary circumstances at the direction of the Sheriff.



- 4.1.6.** The Sheriff retains complete discretion to refuse City's requests, when received, for Deputies under this Agreement and is under no obligation to provide a certain number of Deputies or to accommodate any specific event(s).
- 4.1.7.** Control of Services. The provision of services, the standards of performance, the discipline of officers, and other matters incident to the performance of such services and the control of personnel so employed, shall remain in the County. In the event of dispute between the City and County as to the extent of the duties and functions to be rendered hereunder, or the level or manner of performance of such services, the determination thereof made by the Sheriff shall be final and conclusive as between the City and County.
- 4.2. City Responsibilities.**
- 4.2.1.** The City will provide a request to the Sheriff a minimum 14 day notice prior to each event which will include the number of Deputies needed and the duration of the event.
- 4.2.2.** The City will pay the Sheriff for the services rendered as outlined in Article III.

## **ARTICLE V**

### **General Terms**

**5.0. General Terms.**

**5.1. Choice of Law and Venue.** This Agreement shall be interpreted under and governed by the laws of the State of Kansas. The parties agree that any dispute or cause of action arising in connection with this Agreement will be brought in the district court of Johnson County, Kansas.

**5.2. Amendment.** This Agreement may be amended by supplemental writing signed by all parties.

**5.3. Notice and Service.** All notices arising out of, or from, the provisions of this Agreement shall be in writing and given to the parties at the

address provided under this Agreement, either by regular mail, facsimile, e-mail, or delivery in person.

Sheriff: Byron Roberson  
27747 W 159<sup>th</sup> Street New Century, KS  
66031  
Byron.Roberson@jocogov.org

with a courtesy copy to:

Johnson County Legal Department  
111. S. Cherry St., Suite 3200  
Olathe, KS 66061

CITY: City of Edgerton  
404 East Nelson Street Edgerton, KS 66021  
bpaddock@edgertonks.org

**5.4. Force Majeure.** Neither party shall be liable for failure to perform under this Agreement if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays. This provision shall not be effective unless the failure to perform is beyond the control and without the fault or negligence of the nonperforming party.

**5.5. Liability.** Any assigned Deputy acting under this agreement shall be deemed to be acting within the scope of his or her duties for purposes of the Kansas Tort Claims Act. All privileges and immunities from liability and all benefits which normally apply to Deputies while in the performance of their duties shall apply to them when acting pursuant to this Agreement.

**5.6. Change in Laws.** If any law, rule, or regulation invalidates or is inconsistent with the terms of this Agreement, the parties shall use reasonable efforts to accommodate the terms and intent of this Agreement by amendment. This Agreement may be terminated upon written notice to the other party if, in connection with the performance of this Agreement, any change in law would: (a) cause a party to be in violation of any law, rule, or regulation; (b) have a significant adverse impact on a party; or (c) subject a party to sanctions or penalties under any law, rule, or regulation. As used in this provision, “change in law” means any: (a) amendment to any applicable federal, state, or local law, rule, or regulation; (b) new legislation, rule, or regulation; (c) ruling by a court of competent jurisdiction; or (d) binding administrative determination.

**5.7. Entire Agreement.** This Agreement expresses the complete understanding of the parties with respect to provision of extra law enforcement services for the City’s The Greenspace. To the extent any provisions of the “Agreement for the Provision of Law Enforcement Services for the City of Edgerton” (“Policing Contract”) between County, Sheriff, and City, dated on or about February 27, 2025, conflict with this Agreement regarding the specific subject matter of this Agreement, the provisions of this Agreement will control. In all other respects, the provisions of the Policing Contract will continue in full force and effect.

**5.8. Titles not Controlling.** Titles of paragraphs are for reference only and shall not be used to construe the language of this Agreement.

**5.9. Severability.** Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of the Agreement shall continue in full force and effect and either party may renegotiate the terms affected by the severance.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in multiple counterparts by their duly authorized representatives and made effective the day and year first above written.

**CITY OF EDGERTON, KANSAS**

**BOARD OF COUNTY  
COMMISSIONERS OF JOHNSON  
COUNTY, KANSAS**

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Donald Roberts, Mayor

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Mike Kelly, Chairman

ATTEST:

ATTEST:

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Alex Firth, Assistant City Clerk

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Lynda Sader, Deputy County Clerk

APPROVED AS TO FORM:

**SHERIFF OF JOHNSON COUNTY,  
KANSAS:**

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TODD LUCKMAN for  
Stumbo Hanson, LLP, City Attorneys

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Byron K. Roberson, Sheriff

APPROVED AS TO FORM:

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Ethan Brown  
Assistant County Counselor

## City Council Action Item

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**Council Meeting Date:** April 24, 2025

**Department:** Public Works

### **Agenda Item: Consider a Budget Adjustment for the East 2<sup>nd</sup> Street and Edgewood Reconstruction and East 3<sup>rd</sup> Street Reconstruction Project.**

#### **Background/Description of Item:**

On June 8, 2023 City Council approved the professional services agreement with Renaissance Infrastructure Consulting, Inc. (RIC) for the design of the East 2<sup>nd</sup> Street Reconstruction Project. In July of 2023 the scope of the project was adjusted to include East 2<sup>nd</sup> Street from Nelson to the south city limits, remove the County portion of East 2<sup>nd</sup> Street/COOP Road south of Ottawa Cooperative and add Edgewood Drive from East 2<sup>nd</sup> Street to West 4<sup>th</sup> Street.

During the 2025-2029 CIP Work Session, City Council identified East 3<sup>rd</sup> Street from Nelson Street to Martin as in need of replacement. The East 3<sup>rd</sup> Street Project was approved on October 24, 2024 with Street Excise tax as its funding source. In November of 2024, City Council approved a change order with RIC to include the design of East 3<sup>rd</sup> Street into the scope of the East 2<sup>nd</sup> Street and Edgewood Reconstruction Project.

In January of 2025, KDOT Awarded the City of Edgerton \$1,000,000 for the East 2<sup>nd</sup> Street and Edgewood Reconstruction Project through the KDOT Cost Share Program. The grant agreement for those funds has been fully executed.

At the time of Council approval of the CIP in 2024, the budget was \$4,762,496 for East 2<sup>nd</sup> Street and Edgewood portion of the project and \$427,500 for the East 3<sup>rd</sup> Street portion. The combined total project budget was \$5,189,996.

Later in tonight's Council meeting (4/24/2025) is the consideration of awarding the construction bid to a contractor in the amount of \$5,191,817 for construction of both the East 2<sup>nd</sup> and Edgewood Reconstruction and East 3<sup>rd</sup> Street Reconstruction Project. Utilizing that bid, expenditures for design, construction inspection, easement acquisition, utility relocation, etc., the staff recommends the project budget be amended to be \$6,916,958.

#### **Revenues**

This budget adjustment will combine the original funding sources for East 2<sup>nd</sup> Street and Edgewood (PIF LPKC Phase 1) and East 3<sup>rd</sup> Street (Street Excise Tax) into one project. It will also add two new revenue sources: KDOT Cost Share Grant and Interest Allocation. This project has had a balance since November 2022, which accounted for most of the balance in the Capital Projects Fund. In the past we have posted interest to projects, but the balances

were much less and were not available for very long as those projects were in progress and actively spending funds. Also occurring at this time was the increase in interest rates.

#### Expenditures

After receiving bids for construction, Staff updated the estimated costs for expenditures. These categories included construction, land acquisition, city engineer, etc., Please note a transfer of \$336,000 from the construction inspection budget line will be transferred to CIP Administration to fund the Construction Inspector position and related equipment, since construction inspections will be performed by City Staff. This transfer was discussed with City Council at time of approval of in-house construction inspection.

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

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<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 and revised to \$6,916,958

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

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**Agenda Item: Approve a Budget Adjustment for the East 2<sup>nd</sup> Street and Edgewood Reconstruction and East 3<sup>rd</sup> Street Reconstruction Project, Increasing the Total Project Budget to \$6,916,958.**

**Enclosed:** Project Cost Sheet

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

# City of Edgerton Project Cost Sheet

<b>Project Number:</b>	
<b>Dept:</b>	Public Works
<b>Primary Citizen Survey:</b>	1 - Streets
<b>Secondary Citizen Survey:</b>	N/A

<b>Funding Status:</b>	Funded
<b>Project Status:</b>	Concept
<b>Project Manager:</b>	Dan Merkh

**Project Name:** E. 2nd Street Reconstruction and E. 3rd Street Reconstruction

**Project Description:** This project will replace the sections of roadway from asphalt/chip seal to a concrete roadway with all supporting infrastructure. This section of roadway will be similar to the standard sections on E Nelson Street to-date. Linear feet to be replaced is 3,700. Scope revised to remove County portion and include Edgewood 7/27/2023 and E 3rd from Nelson to Martin in 2024.

**Operations Impact:**

**Additional Staff:** Holly Robertson

**Outside Funding Available?** Maybe

**Notes:** CARS ineligible and County elected to not participate. KDOT Cost share.

**Year of Design** 2022  
**Year of Construction** 2025

**Year of Completion** 2026

**Inflation Factor:**

<b>Project Cost</b>	<b>Todays \$</b>	<b>2021</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>	<b>2026</b>
Transfer to CIP Admin	336,000	-	-	-	-	336,000	-
Design	610,430	-	-	407,025	157,965	45,440	-
Construction	5,191,817	-	-	-	-	5,191,817	-
Construction Inspection	50,000	-	-	-	-	50,000	-
City Engineer	35,418	-	-	-	5,418	30,000	-
Utility Relocation	50,000	-	-	-	-	50,000	-
Land Acquisition/ROW/Easements	69,974	-	-	-	49,974	20,000	-
Permits	2,500	-	-	-	2,067	433	-
Misc. (Legal, recording fees)	10,500	-	-	-	4,661	5,839	-
Contingency	560,319	-	-	-	-	560,319	-
<b>Total Cost</b>	<b>\$ 6,916,958</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 407,025</b>	<b>\$ 220,085</b>	<b>\$ 6,289,848</b>	<b>\$ -</b>

<b>Project Financing</b>							
PIF LPKC Phase 1	4,762,496	-	4,762,496	-	-	-	-
Street Excise Tax (3rd St)	427,500				427,500		
Interest Allocation	726,962					726,962	
KDOT Cost Share	1,000,000	-	-	-		1,000,000	-
<b>Total Funding Sources</b>	<b>\$ 6,916,958</b>	<b>\$ -</b>	<b>\$ 4,762,496</b>	<b>\$ -</b>	<b>\$ 427,500</b>	<b>\$ 1,726,962</b>	<b>\$ -</b>

## City Council Action Item

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**Council Meeting Date:** April 24, 2025

**Department:** Public Works

### **Agenda Item: Consider Award of Construction Contract to Kansas Heavy Construction, LLC for the East 2<sup>nd</sup> Street/Edgewood and East 3<sup>rd</sup> Street Reconstruction Project in the amount of \$5,191,817.00.**

**Background/Description of Item:**

On June 8, 2023, City Council approved the professional services agreement with Renaissance Infrastructure Consulting, Inc. (RIC) for the design of the East 2<sup>nd</sup> Street Reconstruction Project. In July of 2023, the scope of the project was adjusted to include East 2<sup>nd</sup> Street from Nelson to the south city limits, remove the County portion of East 2<sup>nd</sup> Street/COOP Road south of Ottawa Cooperative and add Edgewood Drive from East 2<sup>nd</sup> Street to West 4<sup>th</sup> Street.

During the 2025-2029 CIP Work Session, City Council identified East 3<sup>rd</sup> Street from Nelson Street to Martin as in need of replacement. In November of 2024, City Council approved a change order with RIC to include the design of East 3<sup>rd</sup> Street into the scope of the East 2<sup>nd</sup> Street and Edgewood Reconstruction Project to align with the same construction timeline.

On December 12, 2024, City Council approved the concurrence to bid for the total combined project scope.

On April 8, 2025, the City of Edgerton held a public bid opening. A total of six (6) bids were received, opened and read aloud to the public. This project consisted of a base bid and two alternates. The first bid alternate included an add-on to replace the cement or fly-ash stabilized pavement subgrade with crushed rock and the second bid alternate included a credit to use High Density Polyethylene Pipe (HDPE) instead of reinforced concrete pipe (RCP) for stormwater pipes. The base bids ranged from a low of \$5,143,360 to a high of \$6,500,000. RIC provided an opinion of probable cost of \$6,193,946. RIC has provided a letter that recommends Kansas Heavy Construction, LLC as the lowest, most qualified bidder.

Based upon review of the bids, the letter of recommendation by RIC and relevant project experience, staff recommends the apparent low bidder, Kansas Heavy Construction, LLC, to complete the project, as they are qualified to perform the scope of work included in this project.

City Staff also recommends approving the base bid and both bid alternates for the project as summarized below. Bid Alternate #1 involves using limestone base rock instead of cement or fly-ash subgrade, this is recommended based primarily on time savings due to faster



installation time, but also alternative product availability, and less impact due to variable weather. Staff also recommend accepting Bid Alternate #2. HDPE pipe has the same life expectancy as RCP, yet allows faster installation times, over-all cost savings, as well as lower maintenance costs over the life of the pipe. The time savings during construction are critical to meeting the construction schedule.

Bid Item		Amount
Base Bid		
	East 2 <sup>nd</sup> Street/Edgewood	\$4,934,945
	East 3 <sup>rd</sup> Street	\$208,415
Alternate #1		
	Replace treated pavement subgrade with base rock	\$130,574
Alternate #2		
	Replace RCP with HDPE	-\$82,117
<b>Contract Total</b>		<b>\$5,191,817</b>

The total project funding consists of PIF LPKC Phase 1, Street Excise Tax, interest allocation, and KDOT Cost Share as described in the Council Action Item earlier tonight regarding the project budget update.

City staff recommends approval of award to Kansas Heavy Construction, LLC for the East 2<sup>nd</sup> Street/Edgewood and East 3<sup>rd</sup> Street Reconstruction Project pending KDOT approval. The project manual has previously been approved by City Attorney.

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

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<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 and revised to \$6,916,958 (pending approval 4/24/25)

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

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<p><b>Agenda Item: Approve Award of Construction Contract to Kansas Heavy Construction, LLC for the East 2<sup>nd</sup> Street/Edgewood and East 3<sup>rd</sup> Street Reconstruction Project in the amount of \$5,191,817.00.</b></p>
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**Enclosed:**

Bid tabulation  
Letter of Recommendation

**Prepared by:**

Holly Robertson, P.E. – CIP Project Manager

Project: E 2nd Street & Edgewood Drive Street & Storm Improvements Bid Open Date: April 8, 2025 2:00PM				Engineer's Estimate		Amino Brothers Co, Inc		Infrastructure Solutions, LLC		Kansas Heavy Construction, LLC		Linaweaver Construction, Inc.		Miles Excavating, Inc.		Sunflower Paving, Inc.	
Item No.	Description	Unit	Quantity	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	Traffic Control	LS	1	\$ 170,000.00	\$170,000.00	\$4,821.00	\$4,821.00	\$23,000.00	\$23,000.00	\$35,000.00	\$35,000.00	\$15,000.00	\$15,000.00	\$11,665.85	\$11,665.85	\$30,500.00	\$30,500.00
2	Mobilization	LS	1	\$ 280,000.00	\$280,000.00	\$93,055.00	\$93,055.00	\$420,000.00	\$420,000.00	\$122,667.20	\$122,667.20	\$355,000.00	\$355,000.00	\$354,937.08	\$354,937.08	\$152,500.00	\$152,500.00
3	Contractor Construction Staking	LS	1	\$ 85,000.00	\$85,000.00	\$38,567.00	\$38,567.00	\$60,000.00	\$60,000.00	\$45,000.00	\$45,000.00	\$40,000.00	\$40,000.00	\$38,573.89	\$38,573.89	\$89,100.00	\$89,100.00
4	Preconstruction Documentation	LS	1	\$ 10,000.00	\$10,000.00	\$1,115.00	\$1,115.00	\$5,250.00	\$5,250.00	\$1,250.00	\$1,250.00	\$5,000.00	\$5,000.00	\$1,476.83	\$1,476.83	\$1,980.00	\$1,980.00
5	Erosion Control	LS	1	\$ 60,000.00	\$60,000.00	\$24,466.00	\$24,466.00	\$38,600.00	\$38,600.00	\$22,800.00	\$22,800.00	\$45,000.00	\$45,000.00	\$17,612.73	\$17,612.73	\$38,500.00	\$38,500.00
6	Demolition, Clearing, Grubbing	LS	1	\$ 350,000.00	\$350,000.00	\$184,555.00	\$184,555.00	\$424,183.00	\$424,183.00	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$191,746.38	\$191,746.38	\$435,250.00	\$435,250.00
7	Unclassified Excavation	CY	8,962	\$ 10.00	\$89,620.00	\$28.25	\$253,176.50	\$11.50	\$103,063.00	\$20.00	\$179,240.00	\$15.00	\$134,430.00	\$6.94	\$62,196.28	\$12.10	\$108,440.20
8	Embankment	CY	2,829	\$ 7.00	\$19,803.00	\$5.05	\$14,286.45	\$13.00	\$36,777.00	\$5.00	\$14,145.00	\$8.00	\$22,632.00	\$10.73	\$30,355.17	\$6.50	\$18,388.50
9	Contractor Furnished Haul-Off	CY	6,133	\$ 12.00	\$73,596.00	\$1.00	\$6,133.00	\$24.00	\$147,192.00	\$10.00	\$61,330.00	\$25.00	\$153,325.00	\$17.60	\$107,940.80	\$22.00	\$134,926.00
10	6"x4" RCB Culvert Extension	LF	24	\$ 1,300.00	\$31,200.00	\$3,078.00	\$73,872.00	\$3,900.00	\$93,600.00	\$1,450.00	\$34,800.00	\$1,500.00	\$36,000.00	\$6,268.49	\$150,443.76	\$3,000.00	\$72,000.00
11	6"x4" RCB	LF	120	\$ 1,500.00	\$180,000.00	\$738.00	\$88,560.00	\$925.00	\$111,000.00	\$988.00	\$119,760.00	\$1,350.00	\$162,000.00	\$740.22	\$88,826.40	\$605.00	\$72,600.00
12	Upstream Headwalls & Apron	EA	1	\$ 80,000.00	\$80,000.00	\$56,894.00	\$56,894.00	\$38,000.00	\$38,000.00	\$45,000.00	\$45,000.00	\$30,000.00	\$30,000.00	\$75,530.43	\$75,530.43	\$26,600.00	\$26,600.00
13	Downstream Headwalls & Apron	EA	1	\$ 80,000.00	\$80,000.00	\$56,894.00	\$56,894.00	\$52,000.00	\$52,000.00	\$49,000.00	\$49,000.00	\$55,000.00	\$55,000.00	\$91,021.61	\$91,021.61	\$31,000.00	\$31,000.00
14	12" Storm Sewer (RCP)	LF	26	\$ 115.00	\$2,990.00	\$91.00	\$2,366.00	\$200.00	\$5,200.00	\$100.00	\$2,600.00	\$90.00	\$2,340.00	\$82.04	\$2,133.04	\$85.00	\$2,210.00
15	15" Storm Sewer (RCP)	LF	1,141	\$ 120.00	\$136,920.00	\$84.75	\$96,699.75	\$210.00	\$239,610.00	\$105.00	\$119,805.00	\$185.00	\$211,085.00	\$90.14	\$102,849.74	\$75.75	\$86,430.75
16	18" Storm Sewer (RCP)	LF	940	\$ 125.00	\$117,500.00	\$84.05	\$79,007.00	\$215.00	\$202,100.00	\$106.00	\$99,640.00	\$135.00	\$126,900.00	\$95.41	\$89,685.40	\$85.75	\$80,605.00
17	24" Storm Sewer (RCP)	LF	1,298	\$ 150.00	\$194,700.00	\$105.00	\$136,290.00	\$275.00	\$356,950.00	\$120.00	\$155,760.00	\$145.00	\$188,210.00	\$115.23	\$149,568.54	\$115.50	\$149,919.00
18	30" Storm Sewer (RCP)	LF	353	\$ 165.00	\$58,245.00	\$132.00	\$46,596.00	\$295.00	\$104,135.00	\$190.00	\$67,070.00	\$180.00	\$63,540.00	\$143.21	\$50,553.13	\$151.50	\$53,479.50
19	36" Storm Sewer (RCP)	LF	283	\$ 180.00	\$50,940.00	\$151.00	\$42,733.00	\$320.00	\$90,560.00	\$195.00	\$55,185.00	\$215.00	\$60,845.00	\$215.51	\$60,989.33	\$196.00	\$55,468.00
20	53"x34" Elliptical Storm Sewer (RCP)	LF	77	\$ 350.00	\$26,950.00	\$244.00	\$18,788.00	\$350.00	\$38,500.00	\$350.00	\$26,950.00	\$475.00	\$520.00	\$227.74	\$17,535.98	\$520.00	\$40,040.00
21	Nyloplast Inlet With Beehive Grate	EA	2	\$ 5,500.00	\$11,000.00	\$2,435.00	\$4,870.00	\$3,200.00	\$6,400.00	\$2,760.00	\$5,520.00	\$3,000.00	\$6,000.00	\$2,645.07	\$5,290.14	\$2,650.00	\$5,300.00
22	4"x4" Area Inlet	EA	14	\$ 7,000.00	\$98,000.00	\$5,595.00	\$78,330.00	\$10,300.00	\$144,200.00	\$6,450.00	\$90,300.00	\$119,000.00	\$19,200.00	\$6,375.89	\$89,262.46	\$9,200.00	\$128,800.00
23	4"x5" Area Inlet	EA	1	\$ 7,000.00	\$7,000.00	\$6,023.00	\$6,023.00	\$8,300.00	\$8,300.00	\$6,950.00	\$6,950.00	\$8,500.00	\$8,500.00	\$6,885.77	\$6,885.77	\$9,600.00	\$9,600.00
24	4"x4" Junction Box	EA	4	\$ 7,000.00	\$28,000.00	\$5,817.00	\$23,268.00	\$8,500.00	\$34,000.00	\$7,820.00	\$31,280.00	\$8,500.00	\$34,000.00	\$6,519.39	\$26,077.56	\$7,500.00	\$30,000.00
25	5"x4" Junction Box	EA	1	\$ 7,500.00	\$7,500.00	\$6,108.00	\$6,108.00	\$9,300.00	\$9,300.00	\$8,800.00	\$8,800.00	\$9,000.00	\$9,000.00	\$6,960.01	\$6,960.01	\$10,150.00	\$10,150.00
26	5"x5" Junction Box	EA	2	\$ 7,500.00	\$15,000.00	\$6,375.00	\$12,750.00	\$9,500.00	\$19,000.00	\$8,850.00	\$17,700.00	\$10,000.00	\$20,000.00	\$7,179.40	\$14,358.80	\$10,500.00	\$21,000.00
27	6"x4" Curb Inlet	EA	29	\$ 8,000.00	\$232,000.00	\$6,665.00	\$193,285.00	\$8,500.00	\$246,500.00	\$9,520.00	\$276,080.00	\$8,500.00	\$246,500.00	\$7,615.15	\$220,839.35	\$10,100.00	\$292,900.00
28	6"x5" Curb Inlet	EA	5	\$ 8,500.00	\$42,500.00	\$8,443.00	\$42,215.00	\$9,400.00	\$47,000.00	\$10,650.00	\$53,250.00	\$9,000.00	\$45,000.00	\$8,971.54	\$44,857.70	\$12,275.00	\$61,375.00
29	7"x5" Curb Inlet	EA	1	\$ 9,000.00	\$9,000.00	\$8,338.00	\$8,338.00	\$9,900.00	\$9,900.00	\$11,820.00	\$11,820.00	\$10,000.00	\$10,000.00	\$8,211.90	\$8,211.90	\$13,575.00	\$13,575.00
30	7"x8" Curb Inlet	EA	1	\$ 10,000.00	\$10,000.00	\$11,250.00	\$11,250.00	\$12,200.00	\$12,200.00	\$15,700.00	\$15,700.00	\$15,000.00	\$15,000.00	\$9,933.58	\$9,933.58	\$17,350.00	\$17,350.00
31	24" Flared End Section	EA	1	\$ 3,000.00	\$3,000.00	\$1,754.00	\$1,754.00	\$3,300.00	\$3,300.00	\$2,000.00	\$2,000.00	\$2,500.00	\$2,500.00	\$1,608.00	\$1,608.00	\$3,600.00	\$3,600.00
32	Connect to Headwall	EA	2	\$ 1,000.00	\$2,000.00	\$1,980.00	\$3,960.00	\$2,750.00	\$5,500.00	\$2,900.00	\$5,800.00	\$3,500.00	\$7,000.00	\$1,857.09	\$3,714.18	\$2,200.00	\$4,400.00
33	12" HDPE	LF	166	\$ 115.00	\$19,090.00	\$63.15	\$10,482.90	\$50.00	\$8,300.00	\$32.00	\$5,312.00	\$75.00	\$12,450.00	\$75.38	\$12,513.08	\$59.50	\$9,877.00
34	Raingarden Clean-Out	EA	1	\$ 1,000.00	\$1,000.00	\$1,181.00	\$1,181.00	\$1,100.00	\$1,100.00	\$1,500.00	\$1,500.00	\$750.00	\$750.00	\$5,944.91	\$5,944.91	\$900.00	\$900.00
35	Type A Concrete Curb & Gutter	LF	2,596	\$ 40.00	\$103,840.00	\$30.55	\$79,307.80	\$28.00	\$72,688.00	\$24.80	\$64,380.80	\$26.00	\$67,496.00	\$30.97	\$80,398.12	\$34.50	\$89,562.00
36	Type B Concrete Curb & Gutter	LF	4,575	\$ 40.00	\$183,000.00	\$46.20	\$211,365.00	\$26.00	\$118,950.00	\$32.80	\$150,060.00	\$26.00	\$118,950.00	\$31.90	\$145,942.50	\$30.00	\$137,250.00
37	Type C Concrete Curb & Gutter	LF	531	\$ 40.00	\$21,240.00	\$49.00	\$26,019.00	\$35.00	\$18,585.00	\$33.80	\$17,947.80	\$26.00	\$13,806.00	\$55.97	\$29,720.07	\$40.00	\$21,240.00
38	Remove, Stockpile, & Reinstall Retaining Wall	LS	1	\$ 1,000.00	\$1,000.00	\$4,520.00	\$4,520.00	\$4,000.00	\$4,000.00	\$1,500.00	\$1,500.00	\$5,000.00	\$5,000.00	\$3,632.82	\$3,632.82	\$16,000.00	\$16,000.00
39	11" Concrete Pavement (KCMMB4K)	SY	7,447	\$ 100.00	\$744,700.00	\$133.00	\$990,451.00	\$115.00	\$856,405.00	\$101.50	\$755,870.50	\$115.00	\$856,405.00	\$94.85	\$707,092.65	\$93.25	\$694,432.75
40	4" AB-1	SY	8,962	\$ 15.00	\$134,430.00	\$11.80	\$103,959.20	\$12.50	\$112,025.00	\$8.50	\$76,177.00	\$10.00	\$89,620.00	\$16.11	\$144,377.82	\$11.75	\$105,303.50
41	9" Cement Treated Subgrade	SY	14,944	\$ 12.00	\$179,328.00	\$14.85	\$221,918.40	\$11.00	\$164,384.00	\$9.00	\$134,496.00	\$10.00	\$149,440.00	\$13.15	\$196,513.60	\$9.00	\$134,496.00
42	Concrete Industrial Drive (KCMMB4K)*	SY	992	\$ 105.00	\$104,160.00	\$89.60	\$88,883.20	\$23.00	\$22,816.00	\$82.00	\$81,344.00	\$85.00	\$84,320.00	\$76.98	\$76,364.16	\$81.00	\$80,352.00
43	Gravel Industrial Drive	SY	1,296	\$ 30.00	\$38,880.00	\$20.15	\$26,114.40	\$16.00	\$20,736.00	\$22.50	\$29,160.00	\$25.00	\$32,400.00	\$12.65	\$16,394.40	\$15.50	\$20,088.00
44	Concrete Residential Driveway*	SY	1,992	\$ 85.00	\$169,320.00	\$85.65	\$170,614.80	\$80.00	\$159,360.00	\$74.00	\$147,408.00	\$65.00	\$129,480.00	\$105.08	\$209,319.36	\$62.50	\$124,500.00
45	Asphalt Residential Driveway*	SY	26	\$ 55.00	\$1,430.00	\$200.00	\$5,200.00	\$175.00	\$4,550.00	\$120.00	\$3,120.00	\$275.00	\$7,150.00	\$177.11	\$4,604.86	\$100.00	\$2,600.00
46	Gravel Residential Driveway	SY	492	\$ 15.00	\$7,380.00	\$16.25	\$7,995.00	\$15.00	\$7,380.00	\$22.50	\$11,070.00	\$20.00	\$9,840.52	\$13.81	\$6,794.52	\$14.00	\$6,888.00
47	11" Mountable Concrete Pavement (KCMMB4K)	SY	201	\$ 105.00	\$21,105.00	\$122.00	\$24,522.00	\$150.00	\$30,150.00	\$120.00	\$24,120.00	\$125.00	\$25,125.00	\$115.43	\$23,201.43	\$106.00	\$21,306.00
48	2" Asphaltic Concrete Surface (BM-2, BM-2FR)	SY	5,536	\$ 15.00	\$83,040.00	\$12.80	\$70,860.80	\$15.00	\$83,040.00	\$11.20	\$62,003.20	\$13.00	\$71,968.00	\$15.57	\$86,195.52	\$13.00	\$71,968.00
49	6" Asphaltic Concrete Base (BM-2B, BM-2BFR)	SY	1,263	\$ 50.00	\$63,150.00	\$50.15	\$63,339.45	\$28.00	\$35,364.00	\$33.00	\$41,679.00	\$33.00	\$41,679.00	\$29.32	\$37,031.16	\$36.25	\$45,783.75
50	8" Asphaltic Concrete Base (BM-2B, BM-2BFR)	SY	4,273	\$ 50.00	\$213,650.00	\$50.45	\$215,572.85	\$37.00	\$158,101.00	\$44.00	\$188,012.00	\$36.00	\$153,828.00	\$38.98	\$165,561.54	\$47.50	\$202,967.50
51	Sidewalk (KCMMB4K) (4")	SY	2,196	\$ 50.00	\$109,800.00	\$79.65	\$174,911.40	\$85.00	\$186,680.00	\$55.00	\$120,780.00	\$60.00	\$131,760.00	\$65.40	\$143,618.40	\$56.75	\$124,623.00
52	ADA Sidewalk Ramps (6")	EA	24	\$ 3,000.00	\$72,000.00	\$2,305.00	\$55,320.00	\$2,300.00	\$55,200.00	\$1,400.00	\$33,600.00	\$1,850.00	\$44,400.00	\$3,072.60	\$73,742.40	\$1,800.00	\$43,200.00
53	Street Lighting	LS	1	\$ 512,970.00	\$512,970.00	\$440,701.00	\$440,701.00	\$400,000.00	\$400,000.00	\$414,000.00	\$414,000.00	\$415,000.00	\$415,000.00	\$440,844.43	\$440,844.43	\$400,500.00	\$400,500.00
54	Permanent Signage	LS	1	\$ 19,800.00	\$19,800.00	\$50,620.00	\$50,620.00	\$7,800.00	\$7,800.00	\$11,500.00	\$11,500.00	\$8,500.00	\$8,500.00	\$8,028.88	\$8,028.88	\$8,000.00	\$8,000.00
55	Multi-Component Pavement Marking, Yellow (4")	LF	2,620	\$ 2.00	\$5,240.00	\$2.45	\$6,419.00	\$3.25</									

3 <sup>rd</sup> Street																							
88	Traffic Control	LS	1	\$ 5,000.00	\$5,000.00	\$1,205.00	\$1,205.00	\$2,000.00	\$2,000.00	\$4,500.00	\$4,500.00	\$2,500.00	\$2,500.00	\$2,038.91	\$2,038.91	\$2,035.00	\$2,035.00						
89	Erosion Control	LS	1	\$ 5,000.00	\$5,000.00	\$1,167.00	\$1,167.00	\$15,400.00	\$15,400.00	\$1,350.00	\$1,350.00	\$2,500.00	\$2,500.00	\$1,102.11	\$1,102.11	\$1,980.00	\$1,980.00						
90	Demolition, Clearing, Grubbing	LS	1	\$ 20,000.00	\$20,000.00	\$15,908.00	\$15,908.00	\$26,870.00	\$26,870.00	\$24,000.00	\$24,000.00	\$35,000.00	\$35,000.00	\$18,963.80	\$18,963.80	\$25,200.00	\$25,200.00						
91	15" Storm Sewer (RCP)	LF	107	\$ 120.00	\$12,840.00	\$109.00	\$11,663.00	\$200.00	\$21,400.00	\$200.00	\$21,400.00	\$400.00	\$42,800.00	\$256.02	\$27,394.14	\$133.50	\$14,284.50						
92	6"x4" Curb Inlet	EA	2	\$ 8,000.00	\$16,000.00	\$6,655.00	\$13,310.00	\$7,500.00	\$15,000.00	\$10,000.00	\$20,000.00	\$8,500.00	\$17,000.00	\$7,575.54	\$15,151.08	\$10,170.00	\$20,340.00						
93	Connect to Existing Junction Box	EA	1	\$ 1,000.00	\$1,000.00	\$2,873.00	\$2,873.00	\$3,800.00	\$3,800.00	\$950.00	\$950.00	\$3,500.00	\$3,500.00	\$6,130.34	\$6,130.34	\$3,250.00	\$3,250.00						
94	Type C Concrete Curb & Gutter	LF	187	\$ 40.00	\$7,480.00	\$50.20	\$9,387.40	\$40.00	\$7,480.00	\$40.00	\$7,480.00	\$26.00	\$4,862.00	\$51.11	\$9,557.57	\$41.00	\$7,667.00						
95	Type B Concrete Curb & Gutter	LF	292	\$ 40.00	\$11,680.00	\$52.40	\$15,300.80	\$45.00	\$13,140.00	\$40.00	\$11,680.00	\$26.00	\$7,592.00	\$51.17	\$14,941.64	\$42.00	\$12,264.00						
96	9" Cement Treated Subgrade	SY	1,094	\$ 12.00	\$13,128.00	\$38.95	\$42,611.30	\$11.00	\$12,034.00	\$9.50	\$10,393.00	\$10.00	\$10,940.00	\$13.15	\$14,386.10	\$12.00	\$13,128.00						
97	8" Asphaltic Concrete Base (BM-2B, BM-2BFR)	SY	926	\$ 50.00	\$46,300.00	\$52.00	\$48,152.00	\$48.00	\$44,448.00	\$50.00	\$46,300.00	\$35.00	\$32,410.00	\$50.41	\$46,679.66	\$48.00	\$44,448.00						
98	2" Asphaltic Concrete Surface (BM-2, BM-2FR)	SY	926	\$ 15.00	\$13,890.00	\$14.05	\$13,010.30	\$17.00	\$15,742.00	\$12.00	\$11,112.00	\$12.00	\$11,112.00	\$17.37	\$16,084.62	\$13.50	\$12,501.00						
99	Concrete Industrial Drive*	SY	261	\$ 105.00	\$27,405.00	\$92.00	\$24,012.00	\$110.00	\$28,710.00	\$140.00	\$36,540.00	\$85.00	\$22,185.00	\$116.94	\$30,521.34	\$81.00	\$21,141.00						
100	Sidewalk (KCMMB4K) (4")*	SY	80	\$ 50.00	\$4,000.00	\$104.00	\$8,320.00	\$85.00	\$6,800.00	\$72.00	\$5,760.00	\$60.00	\$4,800.00	\$77.07	\$6,165.60	\$51.50	\$4,120.00						
101	ADA Sidewalk Ramps (6")	EA	1	\$ 3,000.00	\$3,000.00	\$2,305.00	\$2,305.00	\$3,700.00	\$3,700.00	\$1,450.00	\$1,450.00	\$1,850.00	\$1,850.00	\$2,374.59	\$2,374.59	\$1,890.00	\$1,890.00						
102	Remove and Reset Street Signage	EA	2	\$ 1,000.00	\$2,000.00	\$361.00	\$722.00	\$450.00	\$900.00	\$650.00	\$1,300.00	\$500.00	\$1,000.00	\$385.74	\$771.48	\$385.00	\$770.00						
103	Sod*	SY	525	\$ 8.00	\$4,200.00	\$8.10	\$4,252.50	\$12.00	\$6,300.00	\$8.00	\$4,200.00	\$10.00	\$5,250.00	\$17.12	\$8,988.00	\$8.75	\$4,593.75						
*10% Quantity increase from plan		3rd Street Bid Subtotal =			\$192,923.00	\$214,199.30			\$223,724.00			\$208,415.00			\$205,301.00			\$221,250.98			\$189,612.25		
		Base Bid Total =			\$6,193,946.00	\$5,557,386.55			\$6,500,000.00			\$5,143,360.00			\$5,956,245.00			\$5,853,486.94			\$5,614,570.20		

Bid Alternate 1 –																			
AB-1 in lieu of 9" Cement Treated Base				Engineer's Estimate		Amino Brothers Co, Inc		Infrastructure Solutions, LLC		Kansas Heavy Construction, LLC		Linaweaver Construction, Inc.		Miles Excavating, Inc.		Sunflower Paving, Inc.			
Item No.	Description	Unit	Quantity	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price		
BA-1	Unclassified Excavation	CY	644	\$ 10.00	\$6,440.00	\$21.55	\$13,878.20	\$12.00	\$7,728.00	\$30.00	\$19,320.00	\$25.00	\$16,100.00	\$4.61	\$2,968.84	\$24.25	\$15,617.00		
BA-2	Embankment	CY	53	\$ 7.00	\$371.00	\$4.50	\$238.50	\$12.00	\$636.00	\$10.00	\$530.00	\$10.00	\$530.00	\$16.20	\$858.60	\$6.50	\$344.50		
BA-3	Contractor Furnished Haul-Off	CY	591	\$ 12.00	\$7,092.00	\$1.00	\$591.00	\$30.00	\$17,730.00	\$20.00	\$11,820.00	\$25.00	\$14,775.00	\$26.62	\$15,732.42	\$45.00	\$26,595.00		
BA-4	5" AB-1 (2nd St)	SY	9,266	\$ 18.75	\$173,737.50	\$10.25	\$94,976.50	\$13.00	\$120,458.00	\$12.00	\$111,192.00	\$15.00	\$138,990.00	\$14.63	\$135,561.58	\$14.00	\$129,724.00		
BA-5	9" AB-1 (Edgewood Dr. & 3rd St.)	SY	6,772	\$ 33.75	\$228,555.00	\$21.85	\$147,968.20	\$17.00	\$115,124.00	\$19.50	\$132,054.00	\$20.00	\$135,440.00	\$20.09	\$136,049.48	\$23.00	\$155,756.00		
BA-6	9" Cement Treated Base Reduction	SY	16,038	-\$ 12.00	-\$192,456.00	-\$16.45	-\$263,825.10	-\$7.00	-\$112,266.00	-\$9.00	-\$144,342.00	-\$10.00	-\$160,380.00	-\$13.15	-\$210,899.70	-\$8.25	-\$132,313.50		
Bid 1 Alternate Total =				\$223,739.50		-\$6,172.70		\$149,410.00		\$130,574.00		\$145,455.00		\$80,271.22		\$195,723.00			

Bid Alternate 2 –																			
HDPE Storm Sewer Pipe Substitution				Engineer's Estimate		Amino Brothers Co, Inc		Infrastructure Solutions, LLC		Kansas Heavy Construction, LLC		Linaweaver Construction, Inc.		Miles Excavating, Inc.		Sunflower Paving, Inc.			
Item No.	Description	Unit	Quantity	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price		
BA-7	12" Storm Sewer (HDPE)	LF	26	\$ 95.00	\$2,470.00	-\$14.95	-\$388.70	\$150.00	\$3,900.00	\$88.00	\$2,288.00	\$80.00	\$2,080.00	\$65.78	\$1,710.28	\$64.50	\$1,677.00		
BA-8	15" Storm Sewer (HDPE)	LF	1,141	\$ 100.00	\$114,100.00	-\$11.65	-\$13,292.65	\$195.00	\$222,495.00	\$90.00	\$102,690.00	\$180.00	\$205,380.00	\$77.00	\$87,857.00	\$60.00	\$68,460.00		
BA-9	18" Storm Sewer (HDPE)	LF	940	\$ 115.00	\$108,100.00	-\$8.30	-\$7,802.00	\$195.00	\$183,300.00	\$92.00	\$86,480.00	\$125.00	\$117,500.00	\$86.00	\$80,840.00	\$70.00	\$65,800.00		
BA-10	24" Storm Sewer (HDPE)	LF	1,298	\$ 125.00	\$162,250.00	-\$13.85	-\$17,977.30	\$260.00	\$337,480.00	\$95.00	\$123,310.00	\$145.00	\$188,210.00	\$101.24	\$131,409.52	\$95.00	\$123,310.00		
BA-11	30" Storm Sewer (HDPE)	LF	353	\$ 150.00	\$52,950.00	-\$18.00	-\$6,354.00	\$270.00	\$95,310.00	\$160.00	\$56,480.00	\$165.00	\$58,245.00	\$124.99	\$44,121.47	\$118.00	\$41,654.00		
BA-12	36" Storm Sewer (HDPE)	LF	283	\$ 160.00	\$45,280.00	-\$22.15	-\$6,268.45	\$290.00	\$82,070.00	\$165.00	\$46,695.00	\$200.00	\$56,600.00	\$193.40	\$54,732.20	\$148.00	\$41,884.00		
Bid 2 Alternate Total =				\$485,150.00		-\$52,083.10		\$924,555.00		\$417,943.00		\$628,015.00		\$400,670.47		\$342,785.00			

April 11, 2025

Mr. Dan Merkh  
Public Works Director  
City of Edgerton  
404 E Nelson Street.  
Edgerton, Kansas 66021

Re: **Bids for E 2<sup>nd</sup> Street & Edgewood Drive Street & Storm Improvements**

Mr. Merkh,

Renaissance Infrastructure Consulting (RIC) has reviewed the bids received for the above reference project. Kansas Heavy Construction was the low bidder with a bid of \$5,138,000 and included Bid Alternate 1 and 2 bid totals for consideration. While tabulating the bids, RIC discovered a mathematical error in the Kansas Heavy Construction bid which would increase their bid to \$5,143,360. The corrected amount is still the lowest bid.

RIC has experience working with Kansas Heavy Construction and has positive experiences of their work. In their bid, the Project Manager and Superintendent both have over 30 years of experience in the industry. RIC recommends the award of the bid by the City Council for this project to Kansas Heavy Construction as the lowest and best bidder.

Please feel free to call or email if you have any questions regarding this matter or need additional information.

**RENAISSANCE INFRASTRUCTURE CONSULTING**



Curtis R. Talcott, P.E.  
Senior Project Manager

## City Council Action Item

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**Council Meeting Date:** April 24, 2025

**Department:** Parks and Recreation

### **Agenda Item: Consider Resolution No. 04-24-25C Authorizing the Closure of A Public Street During Edgerton's Summer Kickoff Block Party**

**Background/Description of Item:**

On Saturday, June 7<sup>th</sup>, 2025, Edgerton Parks and Recreation will host the Summer Kickoff Block Party in Downtown Edgerton including the newly remodeled Lawn at The Greenspace. The block party will have inflatables, a DJ, balloon twister, face painting, ice cream, food truck and more from 5:30 PM to 8:00 PM.

To support this event, City staff is requesting the closure of Nelson Street (between East 4th Street and East 3rd Street) from 4:30 PM – 9:00 PM. The intersections at both East 4th Street/Nelson Street and East 3rd Street/Nelson Street will remain open to traffic.

City staff has reviewed the proposed street closures and does not anticipate any conflicts or issues. City staff will notify the Johnson County Sheriff's Office, Johnson County Fire District No. 1 and Johnson County Med-Act of the proposed closings.

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

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**Funding Source:** N/A

**Budget Allocated:** N/A

**Finance Director Approval:** N/A

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### **Recommendation: Approve Resolution No. 04-24-25C Authorizing the Closure of A Public Street During Edgerton's Summer Kickoff Block Party**

**Enclosed:** Draft Resolution No. 04-24-25C

**Prepared by:** Brittany Paddock, Recreation Superintendent

**RESOLUTION NO. 04-24-25C**

**A RESOLUTION APPROVING THE CLOSURE OF A PUBLIC STREET NAMED HEREIN DURING EDGERTON'S SUMMER KICKOFF BLOCK PARTY IN 2025**

**WHEREAS**, the City Council of the City of Edgerton, Kansas wishes to provide successful and safe community events in Edgerton; and

**WHEREAS**, the City has determined that the closure of a public street would be beneficial to the safety and enjoyment of the 2025 Summer Kickoff Block Party in Edgerton; and

**WHEREAS**, City staff has reviewed the proposed street closure and does not anticipate any conflicts or issues that would prevent said closure; and

**WHEREAS**, the following public streets shall be closed to vehicular traffic during Summer Kickoff Block Party between 4:30 PM until 9:00 PM on June 7, 2025:

- Nelson Street between East 4th Street and East 3rd Street

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EDGERTON, KANSAS** that the City hereby authorizes the closure of the public streets named above for the duration named above for the Edgerton Summer Kickoff Block Party.

**SECTION ONE: EFFECTIVE DATE**

This Resolution shall take effect and be in full force immediately after its adoption by the Governing Body.

ADOPTED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR OF THE CITY OF EDGERTON, KANSAS ON THE 24<sup>TH</sup> DAY OF APRIL, 2025.

ATTEST:

**CITY OF EDGERTON, KANSAS**

\_\_\_\_\_  
Alex Firth, Assistant City Clerk

By: \_\_\_\_\_  
Donald Roberts, Mayor

APPROVED AS TO FORM:

\_\_\_\_\_  
Todd Luckman for  
Stumbo Hanson, LLP, City Attorneys

## City Council Action Item

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**Council Meeting Date:** April 24, 2025

**Department:** Parks and Recreation

### **Agenda Item: Consider Resolution No. 04-24-25D Authorizing the Closure of Certain Public Streets During the Edgerton Frontier Days Festival in 2025.**

#### **Background/Description of Item:**

Edgerton Frontier Days committee has requested the following street closures for this long-standing two-day event. These road closures are needed to ensure a successful and safe event. This event takes place on Friday June 20<sup>th</sup>, 2025 5:00 PM-11:59 PM and Saturday, June 21<sup>st</sup>, 2025 from 8:00 AM-11:59 PM.

To support this event, City staff is requesting the following street closures:

- The following streets from 7:00 AM on June 20, 2025 until 12:00 PM on June 22, 2025;
  - Nelson Street between East 3rd and East 5th Street;
  - East 4th Street between Nelson Street and north to the alleyway between East Hulett Street and E McCarty Street;
  - East Hulett Street from East 4<sup>th</sup> Street to entrance of gravel lot drive entrance West of 4<sup>th</sup> Street;
  - East 4th Street between Nelson and south to the drive entrance behind the Edgerton Library;
- On Saturday, June 21<sup>st</sup>, 2025, at 8:30 AM barricades will be placed on Nelson Street from West 8th to East 5th Street for the set-up and duration of the Edgerton Frontier Days parade; the parade will conclude around 10:30 AM.

Included in the packet is a map to reference the proposed street closures and no parking zones. The proposed street closures are in blue and the barricades for the street closures are in orange.

City staff has reviewed the proposed street closures and do not anticipate any conflicts or issues. City staff will notify the Johnson County Sheriff's Office, Johnson County Fire District 1 and Johnson County Med-Act of the proposed closings.

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

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**Funding Source:** N/A

**Budget Allocated:** N/A

**Finance Director Approval:** N/A

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**Recommendation: Approve Resolution No. 04-24-25D Authorizing the Closure of Certain Public Streets During the Edgerton Frontier Days Festival in 2025.**

**Enclosed:** Resolution No. 04-24-25D  
No Parking and Road Closure Map

**Prepared by:** Brittany Paddock, Recreation Superintendent

**RESOLUTION NO. 04-24-25D**

**A RESOLUTION APPROVING THE CLOSURE OF THE PUBLIC STREETS NAMED HEREIN DURING EDGERTON FRONTIER DAY FESTIVAL IN 2025.**

**WHEREAS**, the City Council of the City of Edgerton, Kansas wishes to provide successful and safe community events in Edgerton; and

**WHEREAS**, the City has determined that the closure of certain streets would be beneficial to the safety and enjoyment of the Edgerton Frontier Days Festival; and

**WHEREAS**, City staff has reviewed the proposed street closures and does not anticipate any conflicts or issues that would prevent said closures; and

**WHEREAS**, the following public streets shall be closed to vehicular traffic during Edgerton Frontier Days between 7:00 AM on June 20, 2025 until 12:00 PM on June 23, 2025:

- Nelson Street between East 3rd and East 5th Street;
- East 4th Street between Nelson Street and north to the alleyway between East Hulett Street and E McCarty Street;
- East Hulett Street from East 4<sup>th</sup> Street to entrance of gravel lot drive entrance West of 4<sup>th</sup> Street;
- East 4th Street between Nelson and south to the drive entrance behind the Edgerton Library;

**WHEREAS**, the following public streets shall be closed to vehicular traffic during the duration of the Edgerton Frontier Days parade on June 21st, 2025:

- Nelson Street from West 8th to East 5th Street

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EDGERTON, KANSAS** that the City hereby authorizes the closure of the public streets named above for the duration of the Edgerton Frontier Days Festival.

**SECTION ONE: EFFECTIVE DATE**

This Resolution shall take effect and be in full force immediately after its adoption by the Governing Body.

ADOPTED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR OF THE CITY OF EDGERTON, KANSAS ON THE 24<sup>TH</sup> DAY OF APRIL, 2025.

ATTEST:

**CITY OF EDGERTON, KANSAS**

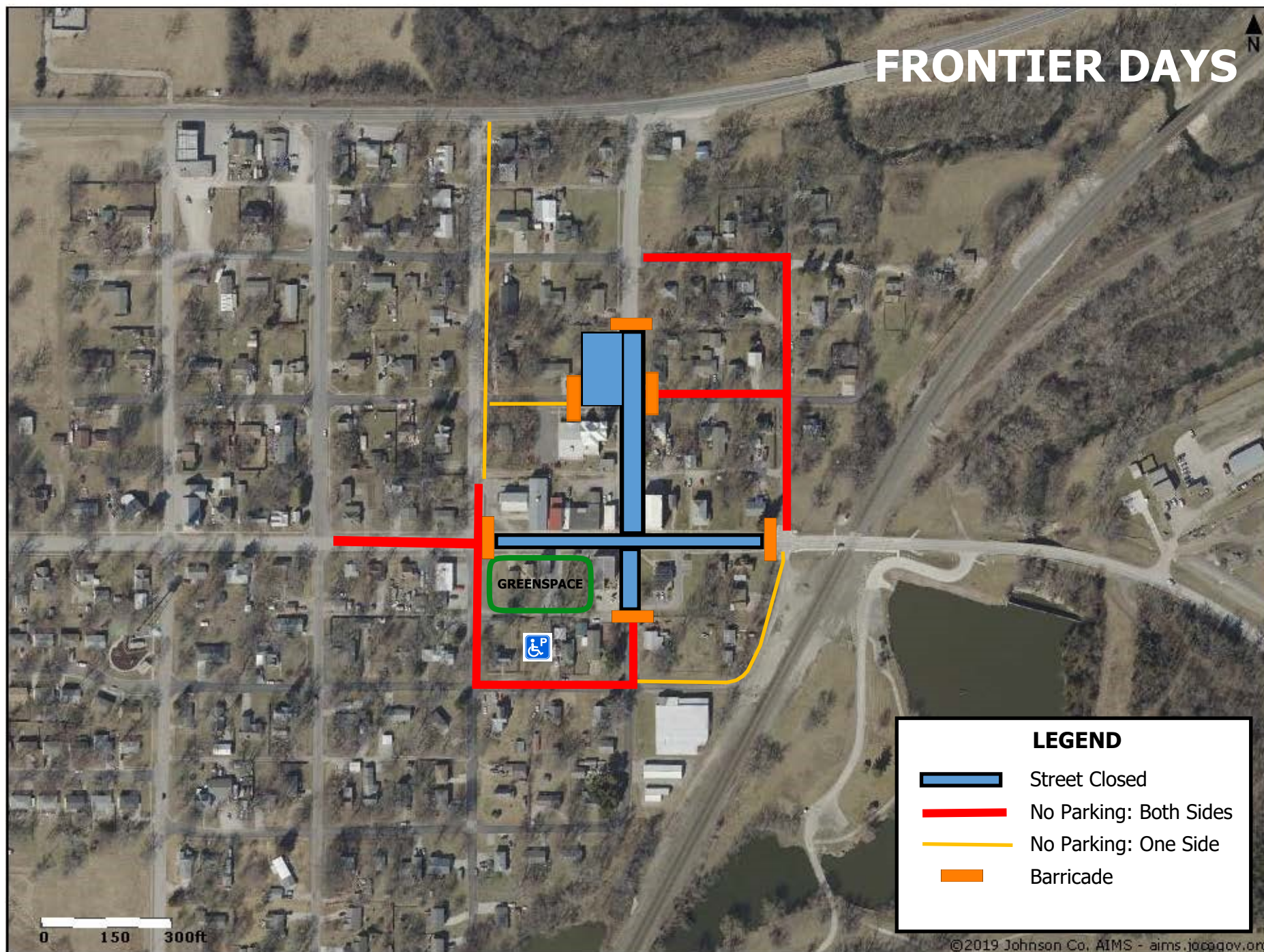
\_\_\_\_\_  
Alex Firth, Assistant City Clerk

By: \_\_\_\_\_  
Donald Roberts, Mayor

APPROVED AS TO FORM:

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Todd Luckman for  
Stumbo Hanson, LLP, City Attorneys



## City Council Action Item

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**Council Meeting Date:** April 24, 2025

**Department:** Parks and Recreation

### Agenda Item: Consider Resolution No. 04-24-25E for Temporary No Parking Related to Frontier Days

**Background/Description of Item:**

As part of the 2025 annual Edgerton Frontier Days festival, City staff is requesting that parking be prohibited along certain streets during the festival in order to help with traffic around the event and protect pedestrian safety.

Staff is requesting that the following streets be closed to parking on Friday, June 20, 2025 at 7:00 A.M. to Monday, June 23, 2025 at 9:00 A.M. **on both sides:**

1. **East 5<sup>th</sup> Street:** East McCarty Street to East Nelson Street;
2. **East McCarty Street:** East 4<sup>th</sup> Street to East 5<sup>th</sup> Street;
3. **East Nelson Street:** East 2<sup>nd</sup> Street to East 3<sup>rd</sup> Street;
4. **East Martin Street:** East 3<sup>rd</sup> Street to East 4<sup>th</sup> Street;
5. **East 3<sup>rd</sup> Street:** East Nelson to East Martin Street;
6. **East 4<sup>th</sup> Street:** from the alleyway one half block south of East Nelson Street to East Martin Street;
7. **East Hulett Street:** East 4<sup>th</sup> Street to East 5<sup>th</sup> Street;
8. **East 3<sup>rd</sup> Street:** from the alleyway one half block south of East Hulett Street to East Nelson Street.

Staff is further requesting that a no parking zone be created from Friday, June 20, 2025 at 7:00 A.M. to Monday, June 23, 2025 at 9:00 A.M. **on the side of the street notated** of the following streets:

1. **East side of East 3<sup>rd</sup> Street:** from 56 Highway (East Morgan Street) south to the alleyway one half block south of East Hulett Street;
2. **West side of 5<sup>th</sup> Street:** from East Nelson Street to East Martin Street;
3. **North side of East Martin Street:** from East 5<sup>th</sup> Street to East 4<sup>th</sup> Street;
4. **North side of East Hulett Street:** from East 3<sup>rd</sup> Street to East 4<sup>th</sup> Street, excluding that portion of East Hulett Street which shall be closed completely for the carnival.

Included in the packet is a map to reference the proposed street closures and no parking zones. The proposed no parking zones that will occur on both sides appear in red on the map.

The proposed no parking zones that will occur on one side of the street appear in yellow on the map.

**Related Ordinance(s) or Statue(s):** n/a

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**Funding Source:** N/A

**Budget Allocated:** N/A

**Finance Director Approval:** N/A

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<b>Recommendation: Approval of Resolution No. 04-24-25E for Temporary No Parking Related to Frontier Days</b>
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**Enclosed:** Draft Resolution No. 04-24-25E  
No Parking Zone Map

**Prepared by:** Brittany Paddock, Recreation Superintendent

## **RESOLUTION 04-24-25E**

### **A RESOLUTION OF THE CITY OF EDGERTON, KANSAS, PROVIDING FOR THE CREATION OF TEMPORARY NO PARKING ZONES ON CERTAIN STREETS TO PERMIT THE HOLDING OF FRONTIER DAYS 2025**

**WHEREAS**, the annual Frontier Days festival will be held in the City of Edgerton on June 20<sup>th</sup> and June 21<sup>st</sup>, 2025; and

**WHEREAS**, Frontier Days will be held in a central and convenient location for participants and that location will necessitate the creation of no parking zones to allow participants to access and enjoy the event; and

**WHEREAS**, the creation of temporary no parking zones is necessary to permit the festival to be held.

**THEREFORE, BE IT RESOLVED** by the City Council of Edgerton, Kansas;

That a no parking zone is hereby created from Friday, June 20, 2025 at 7:00 A.M. to Monday, June 23, 2025 at 9:00 A.M. **on both sides** of the following streets:

1. East 5<sup>th</sup> Street, from East McCarty Street to East Nelson Street;
2. East McCarty Street, from East 4<sup>th</sup> Street to East 5<sup>th</sup> Street;
3. East Nelson Street, from East 2<sup>nd</sup> Street to East 3<sup>rd</sup> Street;
4. East Martin Street, from East 3<sup>rd</sup> Street to East 4<sup>th</sup> Street;
5. East 3<sup>rd</sup> Street, from East Nelson to East Martin Street;
6. East 4<sup>th</sup> Street from the alleyway one half block south of East Nelson Street to East Martin Street;
7. East Hulett Street, from East 4<sup>th</sup> Street to East 5<sup>th</sup> Street;
8. East 3<sup>rd</sup> Street, from the alleyway one half block south of East Hulett Street to East Nelson Street.

That a no parking zone is hereby created from Friday, June 20, 2025 at 7:00 A.M. to Monday, June 23, 2025 at 9:00 A.M. **on the side of the street notated** of the following streets:

1. The east side of East 3<sup>rd</sup> Street, from 56 Highway (East Morgan Street) south to the alleyway one half block south of East Hulett Street;
2. The west side of 5<sup>th</sup> Street, from East Nelson Street to East Martin Street;
3. The north side of East Martin Street, from East 5<sup>th</sup> Street to East 4<sup>th</sup> Street;
4. The north side of East Hulett Street, from East 3<sup>rd</sup> Street to East 4<sup>th</sup> Street, excluding that portion of East Hulett Street which shall be closed completely for the carnival.

PASSED AND APPROVED by the City Council of Edgerton, Kansas on the 24<sup>th</sup> day of April, 2025.

ATTEST:

CITY OF EDGERTON, KANSAS

\_\_\_\_\_  
Alex Firth, Assistant City Clerk

By: \_\_\_\_\_  
Donald Roberts, Mayor

APPROVED AS TO FORM:

\_\_\_\_\_  
Todd Luckman for  
Stumbo Hanson, LLP, City Attorneys



## City Council Action Item

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**Council Meeting Date:** April 24, 2025

**Department:** Parks and Recreation

### **Agenda Item: Consider Resolution No. 04-24-25F Authorizing Permission to Use Requested City Buildings/Public Spaces and the Approval of Additional Service Requests During Edgerton Frontier Days**

**Background/Description of Item:** The Edgerton community celebrates its heritage with the annual Frontier Days celebration. Since 1971, this event has brought the town together through carnival, craft, food, music, and parade. This year's event will take place Friday, June 20th-Saturday, June 21st. The 2025 event will be the first year that the event can take advantage of the newly constructed The Greenspace building and lawn. Full schedule of details may be found at the event website at [edgertonfrontierdays.com](http://edgertonfrontierdays.com). The event is put on each year by the Edgerton Frontier Days Association.

Similar to recent years, the Edgerton Frontier Days Association has made requests to use certain city facilities/public spaces. Below is a summary of those requests. Additionally, please find enclosed a draft resolution to approve those requests.

#### **Use of City Facilities/Public Spaces**

The Edgerton Frontier Days Committee has requested permission to use the following City Facilities/Public Spaces during the time of the festival:

- The Greenspace Building, Lawn, and Parking Lot;
- Portions of East Nelson Street and East 4<sup>th</sup> Street.

#### **Additional Service Requests**

The Edgerton Frontier Days Committee has requested the following additional Service Requests to support the festival:

- Waive any City permit fees related to the event
- City to order event dumpsters for the festival days;
- No parking signage;
- Street sweeping before and after event;
- Event flyer printing;
- Provide at least two Edgerton employees to be Public Safety liaisons during event;
- Coordination of additional resources from Sheriff's Office;
- City to barricade closed streets.

City staff has reviewed the facility/public space use requests, and other service requests and does not anticipate any conflicts or issues.

City staff recommends approving all requests pending submission/proof of the following:

- Completed in Full Special Event Permit
- Food Truck Food Vendor Licenses from the Kansas Department of Agriculture and Heart of America Mobile Food Vendor Fire Inspection for all Mobile Food Vendors. Also certificates of insurance with the City of Edgerton listed as additionally insured
- Certificate of Insurance for Edgerton Frontier Days with the City of Edgerton additionally insured
- Certificate of Insurance for Vendors with the City of Edgerton additionally insured
- Signed and notarized Special Event Hold Harmless and Indemnification Agreement by a Frontier Days Committee Board Member
- A complete and accurate Frontier Days schedule

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

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**Funding Source:** N/A

**Budget Allocated:** N/A

**Finance Director Approval:** N/A

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**Recommendation: Approve Resolution No. 04-24-25F Authorizing the Closure of Certain Public Streets During the Edgerton Frontier Days Festival, Permission to use requested City Buildings/Public Spaces, and the approval of additional Service Requests.**

**Enclosed:** Draft Resolution No. 04-24-25F

**Prepared by:** Brittany Paddock, Recreation Superintendent

**RESOLUTION NO. 04-24-25F**

**A RESOLUTION AUTHORIZING PERMISSION TO USE REQUESTED CITY BUILDINGS/PUBLIC SPACES, AND THE APPROVAL OF ADDITIONAL SERVICE REQUESTS FOR THE EDGERTON FRONTIER DAYS FESTIVAL**

**WHEREAS**, the City Council of the City of Edgerton, Kansas wishes to provide a safe and enjoyable Frontier Days Festival; and

**WHEREAS**, the City has determined that the use of certain City facilities and public spaces would be beneficial to the safety and enjoyment of the Frontier Days Festival; and

**WHEREAS**, the following City owned facilities and public spaces will be reserved for the use of Edgerton Frontier Days:

- Greenspace Lawn, Building, and Parking Lot
- Portions of East Nelson Street and East 4<sup>th</sup> Street

**WHEREAS**, the following service requests will be carried out by the City:

- Barricade street closures
- Provide event dumpsters
- No parking signage
- Street sweeping before and after event
- Event flyer printing
- Provide at least two Edgerton employees to be Public Safety liaisons during event
- Coordination of additional resources from Sheriff's Office

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EDGERTON, KANSAS** that the City hereby authorizes the above-named service requests are carried out for the durations specified above for the 2025 Edgerton Frontier Days Festival.

**SECTION ONE: EFFECTIVE DATE** This Resolution shall take effect and be in full force immediately after its adoption by the Governing Body.

ADOPTED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR OF THE CITY OF EDGERTON, KANSAS ON THE 24TH DAY OF APRIL, 2025.

ATTEST:

CITY OF EDGERTON, KANSAS

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Alex Firth, Assistant City Clerk

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Donald Roberts, Mayor

APPROVED AS TO FORM:

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Todd Luckman for  
Stumbo Hanson, LLP, City Attorneys

## City Council Action Item

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**Council Meeting Date:** April 24, 2025

**Department:** Parks and Recreation

**Agenda Item: Consider Resolution 04-24-25G Recognizing the Edgerton Frontier Days as a "Public Festival" for Purposes of the City's Noise Restrictions**

**Background/Description of Item:**

The Edgerton community celebrates its heritage with the annual Frontier Days celebration. Since 1971, this event has brought the town together through carnival, craft, food, music, and parade. This year's event will take place Friday, June 20<sup>th</sup>-Saturday, June 21<sup>st</sup>. Full schedule of details may be found on the Edgerton Frontier Days Facebook page. The event is put on each year by the Edgerton Frontier Days Association.

Within this resolution is to recognize Edgerton Frontier Days as a "public festival" in order to waive the City's noise restrictions on the evenings of Friday, June 20, 2025 and Saturday, June 21, 2025.

**Related Ordinance(s) or Statue(s):** Article 6 of Chapter XI of the Code of the City of Edgerton

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**Funding Source:** N/A

**Budget Allocated:** N/A

**Finance Director Approval:** N/A

**Recommendation: Approve Resolution 04-24-25G Recognizing the Edgerton Frontier Days as a "Public Festival" for Purposes of the City's Noise Restrictions**

**Enclosed:** Resolution 04-24-25G

**Prepared by:** Brittany Paddock, Recreation Superintendent

**RESOLUTION NO. 04-24-25G**

**A RESOLUTION RECOGNIZING EDGERTON FRONTIER DAYS AS A "PUBLIC FESTIVAL" FOR THE PURPOSES OF THE CITY'S NOISE RESTRICTIONS**

**WHEREAS**, the City Council of the City of Edgerton, Kansas wishes to partner with Edgerton Frontier Days Association to provide a safe and enjoyable Edgerton Frontier Days; and

**WHEREAS**, Article 6 of Chapter XI of the Code of the City of Edgerton regulates the levels of noise and sound within the City but said regulations do not apply when the governing body recognizes the event where the noise and sound is to occur as a "public festival".

**NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF EDGERTON, KANSAS, THAT:**

**SECTION ONE: Edgerton Frontier Days a "Public Festival":** Edgerton Frontier Days is hereby recognized as a public festival and, therefore, the noise restrictions contained within Article 6 of Chapter XI of the Code of the City of Edgerton shall not apply to noise and sounds made or generated by the public festival to be held on June 20 and 21, 2025.

**SECTION TWO: Effective Date:** This Resolution shall take effect and be in full force immediately after its adoption by the Governing Body.

ADOPTED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR OF THE CITY OF EDGERTON, KANSAS ON THE 24TH DAY OF APRIL 2025.

ATTEST:

**CITY OF EDGERTON, KANSAS**

\_\_\_\_\_  
Alex Firth, Assistant City Clerk

By: \_\_\_\_\_  
Donald Roberts, Mayor

APPROVED AS TO FORM:

\_\_\_\_\_  
Todd Luckman for  
Stumbo Hanson, LLP, City Attorneys

## City Council Action Item

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**Council Meeting Date:** April 24, 2025

**Department:** Parks and Recreation

### **Agenda Item: Consider Resolution No. 04-24-25H Temporarily Waiving City Prohibition As To The Sale And Consumption Of Alcoholic Liquor On Certain Public Property**

**Background/Description of Item:**

Edgerton Frontier Days will be held June 20-21, 2025. The Edgerton Frontier Days Committee has requested permission to sell and serve alcoholic liquor (i.e. alcoholic beverages other than 3.2% beer [a/k/a cereal malt beverage]) at the Festival.

Chapter III, Article I, Section 3-202 of the Code of the City of Edgerton prohibits serving cereal malt beverages or alcoholic liquor within 200 feet of any church, school, nursing home, library, or hospital. This prohibition may be waived by the Governing Body after public notice, followed by a hearing and finding by the Governing Body that the proximity of the location, where the cereal malt beverage or alcoholic liquor will be served, is not adverse to the public welfare or safety.

City Council will hold a Public Hearing on April 24, 2025 prior to considering this resolution.

If approved, Resolution No. 04-24-25H would grant the waiver requested by the Frontier Days Association, with the following stipulations:

- The sale and consumption of alcoholic liquor shall be allowed in an area on Nelson Street between East Third Street and East Fourth Street including the intersection of East Nelson Street and East 4<sup>th</sup> Street (specifically designated and approved by the City Administrator)
- Between the hours of 5:00 pm and 11:59 pm on June 20, 2025
- Between the hours of 2:00 pm and 11:59 pm on June 21, 2025
- Point of sale for alcoholic liquor shall be on Nelson Street between East 3<sup>rd</sup> Street and East 4<sup>th</sup> Street by properly licensed individuals or groups only
- No alcoholic liquor may be sold or dispensed in glass bottles or containers, only plastic, paper cups or cans may be used.

City staff will inform the Johnson County Sheriff's Office of the proposed request to serve alcoholic liquor on the above dates and hours.

**Related Ordinance(s) or Statue(s):** Chapter III, Article I, Section 3-202

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**Funding Source:** N/A

**Budget Allocated:** N/A

**Finance Director Approval:** N/A

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<p><b>Recommendation: Approve Resolution No. 04-24-25H Temporarily Waiving City Prohibition As To The Sale And Consumption Of Alcoholic Liquor On Certain Public Property</b></p>
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**Enclosed:** Draft Resolution No. 04-24-25H

**Prepared by:** Brittany Paddock, Recreation Superintendent



## **RESOLUTION NO. 04-24-25H**

### **A RESOLUTION TEMPORARILY WAIVING CITY PROHIBITION AS TO THE SALE AND CONSUMPTION OF ALCOHOLIC LIQUOR ON CERTAIN PUBLIC PROPERTY**

**WHEREAS**, the 2025 annual celebration known as Frontier Days will be held June 20 through June 21 in the City of Edgerton, Kansas; and

**WHEREAS**, a request has been received by the City of Edgerton from the Edgerton Frontier Days Association for permission to sell and serve alcoholic liquor (i.e. alcoholic beverages other than 3.2% beer [a/k/a cereal malt beverage]) at its annual festival; and

**WHEREAS**, Chapter III, Article 1, Section 3-202 of the Code of the City of Edgerton prohibits the serving alcoholic liquor within 200 feet of a church, school, nursing home, library or hospital, but said prohibition may be waived by the governing body after public notice, followed by a hearing and finding by the Governing Body that the proximity of the location, where the cereal malt beverage or alcoholic liquor will be served, is not adverse to the public welfare or safety.

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

**SECTION ONE: Finding:** That the Governing Body, after receiving a request from the Frontier Days Association, does hereby find and conclude that the proximity of the requested location for the sale and consumption of alcoholic liquor is not adverse to the public welfare or safety and the Governing Body's conclusion in this regard is supported by the fact that the Frontier Days Association has served cereal malt beverages in this location for several years without any adversity to the public welfare or safety.

**SECTION TWO: Waiver Granted:** That the Governing Body, pursuant to Chapter III, Article I, Section 3-202 of the Edgerton City Code, hereby grants the waiver requested by the Frontier Days Association, with the following stipulations:

- a) The sale and consumption of alcoholic liquor shall be allowed in an area on Nelson Street between East Third Street and East Fourth Street including the intersection of East Nelson Street and East 4<sup>th</sup> Street (specifically designated and approved by the City Administrator) between the hours of 5:00 pm and 11:59 pm on June 20, 2025 and between the hours of 2:00 pm and 11:59 pm on June 21, 2025
- b) Point of sale for alcoholic liquor shall be from a covered tent on Nelson Street between East 3<sup>rd</sup> and East 4<sup>th</sup> Street by properly licensed individuals or groups only
- c) No alcoholic liquor may be sold or dispensed in glass bottles or containers, only plastic, paper cups or cans may be used.

**SECTION THREE - Effective Date:** This Resolution shall take effect and be in full force immediately after its adoption by the Governing Body.

ADOPTED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR OF THE CITY OF  
EDGERTON, KANSAS ON THE 24<sup>TH</sup> DAY OF APRIL 2025.

ATTEST:

CITY OF EDGERTON, KANSAS

\_\_\_\_\_  
Alex Firth, Assistant City Clerk

By: \_\_\_\_\_  
Donald Roberts, Mayor

APPROVED AS TO FORM:

\_\_\_\_\_  
Todd Luckman for  
Stumbo Hanson, LLP, City Attorneys

## City Council Action Item

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**Council Meeting Date:** April 24, 2025

**Department:** Parks and Recreation

### **Agenda Item: Consider Resolution No. 04-24-25I Authorizing Special Event Permit For Sale And Consumption Of Alcoholic Liquor On Certain Public Property Within The City Of Edgerton, Kansas**

**Background/Description of Item:**

Edgerton Frontier Days will be held June 20-21, 2025. The Edgerton Frontier Days Committee has requested permission to sell and serve alcoholic liquor (i.e. alcoholic beverages other than 3.2% beer [a/k/a cereal malt beverage]) at the Festival.

If approved, Resolution No. 04-24-25 authorize the Special Event Permit to be submitted by the Frontier Days Association, with the following stipulations:

- The sale and consumption of alcoholic liquor shall be allowed in the area on Nelson Street between East Third Street and East Fourth Street and The Greenspace Lawn (specifically designated and approved by the City Administrator)
- Between the hours of 5:00 pm and 11:59 pm on June 20, 2025
- Between the hours of 2:00 pm and 11:59 pm on June 21, 2025
- Point of sale for alcoholic liquor shall be from a covered tent on Nelson Street between East 4<sup>th</sup> Street and East 3<sup>rd</sup> Street by properly licensed individuals or groups only
- No alcoholic liquor may be sold or dispensed in glass bottles or containers, only plastic, paper cups or cans may be used.

Chapter III, Article 3-202 of the Edgerton Municipal Code prohibits the sale or service of alcoholic liquor within two hundred feet of any church, school, nursing home, library or hospital. The location requested by the Frontier Days Association is within two hundred feet of the Edgerton Library.

Section 3-202(b) allows the Governing Body to waive this distance requirement for special event permit holder following holding a public hearing, which will be held on April 24, 2025.

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**Related Ordinance(s) or Statue(s):** Chapter III, Article 5 of Edgerton Municipal Code

**Funding Source:** N/A

**Budget Allocated:** N/A

**Finance Director Approval:** N/A

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<p><b>Recommendation: Approve Resolution No. 04-24-25I Authorizing Special Event Permit For Sale And Consumption Of Alcoholic Liquor On Certain Public Property Within The City Of Edgerton, Kansas</b></p>
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**Enclosed:** Draft Resolution No. 04-24-25I

**Prepared by:** Brittany Paddock, Recreation Superintendent

## **RESOLUTION NO. 04-24-25I**

### **A RESOLUTION AUTHORIZING A SPECIAL EVENT PERMIT FOR THE SALE AND CONSUMPTION OF ALCOHOLIC LIQUOR ON CERTAIN PUBLIC PROPERTY WITHIN THE CITY OF EDGERTON, KANSAS**

**WHEREAS**, the 2025 annual celebration known as Frontier Days is scheduled for June 20 through June 21 in the City of Edgerton, Kansas; and

**WHEREAS**, Article 5 of Chapter III of the Code of the City of Edgerton requires that an entity desiring to sell and serve alcoholic liquor on public property at an event open to the public must, in addition to obtaining the required permit from the State of Kansas, also apply and obtain a Special Event Permit from the City; and

**WHEREAS**, a request has been received by the City of Edgerton from the Edgerton Frontier Days Association for a Special Event Permit to sell and serve alcoholic liquor (i.e. alcoholic beverages other than 3.2% beer [a/k/a cereal malt beverage]) at its annual festival on June 20 and 21, 2025.

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

**SECTION ONE: Special Event Permit Authorized:** That the Governing Body does hereby authorize the City Clerk, in accordance with Article 5 of Chapter III of the Edgerton City Code, to issue the Frontier Days Association a Special Event Permit for sale and consumption of alcoholic liquor per the requirements contained within Article 5 and with the following additional stipulations:

- a) The Special Event Permit provided for herein is only valid if the required Edgerton Special Event Permit is completed in full by the Frontier Days Association.
- b) The sale and consumption of alcoholic liquor shall only be allowed in the area of Nelson Street between East Third Street and East Fourth Street and The Greenspace Lawn (specifically designated and approved by the City Administrator) between the hours of 5:00 pm and 11:59 pm on June 20, 2025 and between the hours of 2:00 pm and 11:59 pm on June 21, 2025.
- c) Point of sale for alcoholic liquor shall be on Nelson Street between East Third Street and East Fourth Street by properly licensed individuals or groups only.
- d) No alcoholic liquor may be sold or dispensed in glass bottles or containers, only plastic, paper cups or cans may be used.

**SECTION TWO: Waiver of Application Fees:** The City of Edgerton, in appreciation for the many benefits enjoyed by the community from the annual Frontier Days festival, waives any City application or permit fees for issuance of the Special Event Permit.

**SECTION THREE - Effective Date:** This Resolution shall take effect and be in full force immediately after its adoption by the Governing Body.

ADOPTED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR OF THE CITY OF  
EDGERTON, KANSAS ON THE 25<sup>TH</sup> DAY OF APRIL 2024.

ATTEST:

**CITY OF EDGERTON, KANSAS**

\_\_\_\_\_  
Alex Firth, Assistant City Clerk

By: \_\_\_\_\_  
Donald Roberts, Mayor

APPROVED AS TO FORM:

\_\_\_\_\_  
Todd Luckman for

Stumbo Hanson, LLP, City Attorneys

**City of Edgerton - 1st Quarter 2025 Report**  
**General Fund (Unaudited)**

	YTD Actual	2025 Budget	% Used	Remaining
<b>Revenues:</b>				
Ad Valorem Tax	\$ 1,661,643	\$ 3,049,422	54.5%	\$ (1,387,779)
City TIF Increment	\$ (61,214)	\$ (69,531)	88.0%	\$ 8,317
Delinquent Tax	\$ 4,399	\$ -	n/a	\$ 4,399
Motor Vehicle Tax	\$ 13,396	\$ 50,377	26.6%	\$ (36,981)
Recreational Vehicle Tax	\$ 307	\$ 729	42.1%	\$ (422)
16/20M Vehicle Tax	\$ 80	\$ 141	56.4%	\$ (61)
Local Alcoholic Liquor Tax	\$ 2,305	\$ 8,500	27.1%	\$ (6,195)
Local Comp Use Tax	\$ 100,738	\$ 308,000	32.7%	\$ (207,262)
County Use Tax	\$ 43,499	\$ 157,000	27.7%	\$ (113,501)
Local Sales Tax	\$ 173,485	\$ 616,100	28.2%	\$ (442,615)
County Sales Tax	\$ 109,250	\$ 412,150	26.5%	\$ (302,900)
Franchise Tax	\$ 70,037	\$ 235,000	29.8%	\$ (164,963)
Licenses & Permits	\$ 74,412	\$ 383,976	19.4%	\$ (309,565)
Charges for Services	\$ 34,679	\$ 143,830	24.1%	\$ (109,151)
Fines & Forfeitures	\$ 14,408	\$ 120,000	12.0%	\$ (105,592)
Miscellaneous	\$ 16,403	\$ -	n/a	\$ 16,403
Investment Income	\$ 21,022	\$ 20,000	105.1%	\$ 1,022
<b>Total Revenue</b>	<b>\$ 2,278,847</b>	<b>\$ 5,435,694</b>	<b>41.9%</b>	<b>\$ (3,156,848)</b>

<b>Expenditures:</b>				
General Government	\$ 266,656	\$ 1,125,955	23.7%	\$ 859,299
Law Enforcement	\$ 9,180	\$ 698,244	1.3%	\$ 689,064
Public Works	\$ 162,705	\$ 779,614	20.9%	\$ 616,909
Parks	\$ 89,425	\$ 544,653	16.4%	\$ 455,228
Facilities	\$ 61,546	\$ 506,787	12.1%	\$ 445,241
Fleet Maintenance	\$ 12,607	\$ 80,027	15.8%	\$ 67,420
Community Development	\$ 97,109	\$ 437,770	22.2%	\$ 340,661
Economic Development	\$ 106,297	\$ 593,147	17.9%	\$ 486,850
Information Technology	\$ 53,564	\$ 143,305	37.4%	\$ 89,741
Employee Benefits	\$ 188,526	\$ 703,668	26.8%	\$ 515,142
<b>Total Expenditures</b>	<b>\$ 1,047,615</b>	<b>\$ 5,613,169</b>	<b>18.7%</b>	<b>\$ 4,565,554</b>

**Sources Over(Under) Expenditures: \$ 1,231,231 \$ (177,475)**

**Other Financing Sources & Uses**

**Transfers from Other Funds:**

Transfer from Capital Projects Fund	\$ -	\$ -	n/a	\$ -
Transfer from LPKC Ph 1 PIF	\$ -	\$ 301,211	0.0%	\$ 301,211
Transfer from TIF Funds-City TIF Fee	\$ 1,234	\$ 1,459	84.6%	\$ 225

**Transfers to Other Funds:**

Transfer to Equipment Reserve Fund-General	\$ (132,525)	\$ (125,000)	106.0%	\$ 7,525
Transfer to Capital Projects Fund	\$ -	\$ -	n/a	\$ -
Transfer to IT Equipment Reserve-General	\$ (40,000)	\$ (40,000)	100.0%	\$ -

Total Other Financing Sources & Uses \$ (171,291) \$ 137,670

<b>Beginning Fund Balance</b>	<b>\$ 2,669,938</b>	<b>\$ 2,288,368</b>
<b>Estimated Ending Fund Balance</b>		<b>\$ 2,248,563</b>
<b>Unaudited Ending Fund Balance</b>	<b>\$ 3,729,878</b>	

**Reserve Required**

17% of 2025 budgeted expenditures	\$ 954,239
25% of 2025 budgeted expenditures	\$ 1,403,292

**Budget Authority**

2025 Budget Authority	\$ 8,026,731
Remaining 2025 Budget Authority	\$ 7,150,407
% of Budget Authority Used	15.2%

## City of Edgerton - 1st Quarter 2025 Report

### Water Fund (Unaudited)

	YTD Actual	2025 Budget	% Used	Remaining
<b>Revenues:</b>				
Charges for Services	\$ 156,511	\$ 533,440	29.3%	\$ (376,928.52)
Fines & Forfeitures	\$ 1,803	\$ 8,000	22.5%	\$ (6,197.06)
Miscellaneous	\$ 33	\$ -	n/a	\$ 32.80
Investment Income	\$ 1,487	\$ 2,500	59.5%	\$ (1,012.54)
Total Revenue	\$ 159,835	\$ 543,940	29.4%	\$ (384,105.32)
<b>Expenditures:</b>				
Fleet Maintenance	\$ 102	\$ 8,763	1.2%	\$ 8,661
Information Technology	\$ 18,640	\$ 39,711	46.9%	\$ 21,071
Production	\$ 58,335	\$ 204,766	28.5%	\$ 146,431
Distribution	\$ 11,023	\$ 70,460	15.6%	\$ 59,437
Administrative-Water	\$ 36,603	\$ 178,269	20.5%	\$ 141,666
Employee Benefits	\$ 11,677	\$ 46,885	24.9%	\$ 35,209
Debt Service	\$ 7,478	\$ 14,956	50.0%	\$ 7,478
Total Expenditures	\$ 143,856	\$ 563,810	25.5%	\$ 419,954
<b>Sources Over(Under) Expenditures:</b>	<b>\$ 15,978</b>	<b>\$ (19,870)</b>		
<b>Transfer from Other Funds</b>				
Transfer from Capital Project Fund	\$ -	\$ -	n/a	\$ -
<b>Transfers to Other Funds:</b>				
Transfer to Equipment Reserve Fund-Water	\$ (25,000)	\$ (25,000)	100.0%	\$ -
Transfer to Capital Projects Fund	\$ -	\$ -	n/a	\$ -
Transfer to IT Equipment Reserve-Water	\$ (5,000)	\$ (5,000)	100.0%	\$ -
Transfer to Infrastructure Fund-Water	\$ (7,500)	\$ (7,500)	100.0%	\$ -
Total	\$ (37,500)	\$ (37,500)		
<b>Beginning Fund Balance</b>	<b>\$ 251,677</b>	<b>\$ 211,413</b>		
<b>Estimated Ending Fund Balance</b>		<b>\$ 154,043</b>		
<b>Unaudited Ending Fund Balance</b>	<b>\$ 230,155</b>			
<b>Reserve Required</b>				
17% of 2025 budgeted expenditures	\$ 95,848			
25% of 2025 budgeted expenditures	\$ 140,953			
<b>Budget Authority</b>				
2025 Budget Authority	\$ 755,352			
Remaining 2025 Budget Authority	\$ 648,996			
% of Budget Authority Used	24.0%			



## City of Edgerton - 1st Quarter 2025 Report

### Sewer Fund (Unaudited)

	YTD Actual	2025 Budget	% Used	Remaining
<b>Revenues:</b>				
Charges for Services	\$ 159,121	\$ 839,363	19.0%	\$ (680,242)
Licenses & Permits	\$ -	\$ 100	0.0%	\$ (100)
Fines & Forfeitures	\$ 3,322	\$ 10,000	33.2%	\$ (6,678)
Miscellaneous	\$ -	\$ -	n/a	\$ -
Investment Income	\$ 4,963	\$ 3,500	141.8%	\$ 1,463
<b>Total Revenue</b>	<b>\$ 167,406</b>	<b>\$ 852,963</b>	<b>19.6%</b>	<b>\$ (685,557)</b>

<b>Expenditures:</b>				
Fleet Maintenance	\$ 102	\$ 9,978	1.0%	\$ 9,876
Information Technology	\$ 20,647	\$ 50,423	40.9%	\$ 29,776
Treatment Plant	\$ 30,383	\$ 207,980	14.6%	\$ 177,597
Sewer Line Maintenance	\$ 37	\$ 13,200	0.3%	\$ 13,163
Lift Stations/Vaults	\$ 3,869	\$ 38,950	9.9%	\$ 35,081
Administrative-Sewer	\$ 57,480	\$ 310,661	18.5%	\$ 253,182
Employee Benefits	\$ 21,177	\$ 95,368	22.2%	\$ 74,191
Debt Service	\$ 45,219	\$ 195,438	23.1%	\$ 150,219
<b>Total Expenditures</b>	<b>\$ 178,914</b>	<b>\$ 921,999</b>	<b>19.4%</b>	<b>\$ 743,085</b>

**Sources Over(Under) Expenditures:**      **\$ (11,508)**      **\$ (69,036)**

<b>Transfer from Other Funds:</b>				
Transfer from Capital Projects Fund	\$ -	\$ -	n/a	\$ -
<b>Transfers to Other Funds:</b>				
Transfer to Equipment Reserve Fund-Sewer	\$ (15,000)	\$ (15,000)	100.0%	\$ -
Transfer to Capital Projects Fund	\$ (50,000)	\$ (50,000)	100.0%	\$ -
Transfer to IT Equipment Reserve-Sewer	\$ (5,000)	\$ (5,000)	100.0%	\$ -
Transfer to Infrastructure Fund-Sewer	\$ (20,000)	\$ (20,000)	100.0%	\$ -
<b>Total</b>	<b>\$ (90,000)</b>	<b>\$ (90,000)</b>		

<b>Beginning Fund Balance</b>	<b>\$ 1,006,488</b>	<b>\$ 750,791</b>
<b>Estimated Ending Fund Balance</b>		<b>\$ 591,755</b>
<b>Unaudited Ending Fund Balance</b>	<b>\$ 904,980</b>	

<b>Reserve Required</b>	
17% of 2025 budgeted expenditures	\$ 156,740
25% of 2025 budgeted expenditures	\$ 230,500

<b>Budget Authority</b>	
2025 Budget Authority	\$ 1,603,754
Remaining 2025 Budget Authority	\$ 1,514,840
% of Budget Authority Used	16.8%