

**EDGERTON CITY COUNCIL  
MEETING AGENDA  
CITY HALL, 404 EAST NELSON STREET  
April 10, 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 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

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

**Regular Agenda**

8. **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.
9. **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**

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

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

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

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

**12. Report by the City Administrator**

**13. Report by the Mayor**

**14. Future Meeting Reminders:**

April 24: City Council Meeting

May 8: City Council Meeting

May 13: Planning commission Meeting

May 22: City Council Meeting

**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))**

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

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

# EVENTS

April 11: Bloom & Boogie

April 16: Senior Lunch & BINGO

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 26: Memorial Day – City Offices Closed

**City of Edgerton, Kansas**  
**Minutes of City Council Regular Session**  
**March 27, 2025**

A Regular Session of the City Council was held in the Edgerton City Hall, 404 E. Nelson, Edgerton, Kansas March 27, 2025. The meeting convened at 7:00PM with Mayor Roberts presiding.

**1. ROLL CALL**

Clay Longanecker	present
Josh Lewis	absent
Deb Lebakken	present
Bill Malloy	present
Ron Conus	present

With a quorum present, the meeting commenced.

Staff in attendance:

- City Administrator, Beth Linn
- City Clerk, Alex Clower
- 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

**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 13, 2025 Regular City Council Meeting

Councilmember Lebakken moved to approve, seconded by Councilmember Longanecker. The Consent Agenda was approved, 4-0.

**Regular Agenda**

5. **Declaration.** There were no declarations made.

**6. Public Comments.**

Mr. Jason Sowers at 19911 Peppertree Ln. addressed the Council.

He asked if there were any brightness or light transmission studies done as part of the audit involved in item 8 on tonight's agenda. He stated the TA sign emits a lot of light and ruins the appeal of Edgerton as well as being a safety hazard for those on the highway. He stated when he looks at QT, they have a more pleasant light and it puts out less illumination. He stated he would like some sign luminescent regulations on how bright lights can be, especially with the new Maverick coming soon.

Mayor Roberts stated they will not discuss any items during public comment but requested he hang around until the item so that hopefully his questions could be addressed.

Ms. Linette Rutledge at 513 W Cumberland Dr. addressed the Council.

She stated she enjoys having her windows open when the weather is nice but she has concerns with the neighbors dog. She stated the dog barks non-stop all night long. She stated last night the dog started barking at 3:30 in the morning and didn't stop till 6 this evening. She stated she has called the county after recommendation of Charlie but they did not do anything. She stated she would like to know what her options are.

Mayor Roberts thanked her for coming and stated he would be happy to discuss this tomorrow and that he would give her a call.

**7. Proclamation** Declaring April 2025 as Fair Housing Month

Mayor Roberts read the proclamation declaring April 2025 as Fair Housing Month.

**Business Requiring Action**

**8. CONSIDER ORDINANCE NO. 2178 AMENDING ARTICLE 12 – SIGN REGULATIONS - OF THE UNIFIED DEVELOPMENT CODE OF THE CITY OF EDGERTON, KANSAS AND REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT THEREWITH**

Mr. Moore addressed the Council. He stated the item is for consideration of an ordinance to update the city's sign code. He stated during a recent audit of the commercial sign code, city staff found 3 things worth clarifying within the code. This includes signs related to passenger vehicles and truck traffic as well as free standing canopies. He stated the three sign types are external directions, external canopy and truck scale. He stated at the Logistics Park, there are existing external directional signs, example given, "Employee Only", "Deliveries Here", etc. Staff recommends that we take the same standards within the LP District and apply those to C2 and C3 Districts. Those districts have uses like convenient stores where large trucks and passenger vehicles share use. He stated staff does recommend signs be constructed on a solid base moving forward.

Councilmember Conus asked why a solid base instead of a post.

Mr. Moore stated it is a cleaner, more cohesive look throughout the city. He stated it is also sturdier to withstand heavy winds.

Mayor Roberts asked what the process is for this change, from start to finish.

Mr. Moore stated staff has been doing an audit of the code on various levels, and are in the research stage of updating the entire code. He stated this is just one small piece of a larger scale. Staff brings the information to Planning Commission, Planning Commission then has a public hearing, following that it comes to Council based on Planning Commission recommendation.

Next, staff recommends allowing truck scales within the C2 and C3 Districts. He stated the details related to what is and is not allowed concerning, type, dimensions, etc. are included in the packet. He stated one sign will be allowed per truck scale. This would not intend to allow TA to put a truck scale at entrance and then further down the road, it would only allow for a sign at the truck scale. He stated it also requires masonry material, which is already there today.

He stated the final item for consideration tonight is related to free standing canopies. He stated this is not introduced as a new type, rather making a clarification. He stated the change is related to anything safety related being exempt from needing another permit.

Councilmember Longanecker asked about regulations on lighting, concerning Mr. Sowers public comment.

Mr. Moore stated there is a light meter reading that is done, and the code allows for a maximum allowance. He stated the city doesn't currently have luminary standards, but it is something that staff is considering while doing research for future code updates.

Mayor Roberts stated the code does say 0 off the property.

Mr. Moore stated that is correct.

Mayor stated this doesn't mean however, that you cannot still see the light shining from other properties.

With no further questions or comments, Mayor Roberts requested motion to approve Ordinance No. 2178.

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

**9. CONSIDER CHANGE ORDER #1 TO CONTRACT WITH GEORGE BUTLER ASSOCIATES, INC. FOR CONSTRUCTION ADMINISTRATION AND CONSTRUCTION OBSERVATION SERVICES FOR THE DWYER FARMS SANITARY SEWER EXTENSION PROJECT**

Ms. Robertson addressed the Council. She stated in May 2024, Council approved an agreement with GBA to provide construction administration and observation services for Dwyer Sanitary Sewer Improvements Project. Construction began in September 2024.

She stated the original contract with GBA was for 12, 40-hour weeks of construction related services for an estimated max not to exceed \$105,418. She stated the project schedule has greatly surpassed the original time frame given the unforeseen factors encountered during construction. GBA is requesting an additional 3 weeks to complete the remaining construction observation services for the project.

She stated staff has been working with GBA to take over some of the project close out construction inspection services to limit the change order as much as possible. The price for this change order is \$23,156. She stated the original contract with GBA is for \$105,418, with this change order the new contract amount would be \$128,574.

She stated this change order is expected to be the only and final change order from GBA with the tentative substantial completion for the project anticipated this week. She stated funding for this project is anticipated to be initially funded through the KDHE State Revolving Loan Fund, with long-term funding through the Dwyer Farms RHID.

She stated staff recommends approving the Change Order from GBA for an amount not to exceed \$23,156.

There were no questions or comments.

Mayor Roberts requested motion to approve the change order with GBA for Construction Administration and Construction Observation Services for the Dwyer Farms Sanitary Sewer Extension project for an amount of \$23,156.

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

**10. CONSIDER PROFESSIONAL SERVICES AGREEMENT WITH GEORGE BUTLER ASSOCIATES, INC., FOR DESIGN ENGINEERING SERVICES FOR THE 2025 CDBG 3<sup>RD</sup> AND HULETT SANITARY SEWER REHABILITATION PROJECT.**

Ms. Robertson stated in May 2024, Council approved the submission of an application to Johnson County for the 3<sup>rd</sup> and Hulett Sanitary Sewer Project for CDBG funding.

She stated in January, staff was notified of the proposed award of the full funding request of \$200,000. The amount is based on estimated funding, as the County has yet to receive their allocation from U.S. Department of Housing and Urban Development (HUD). She stated the program year starts at the new year, and costs can be incurred after that date. Eligible costs can be incurred prior to the execution of the subrecipient agreement with the County; however, reimbursements cannot be made until the agreement is fully executed, expected in

early fall. She stated the 2025 funding award is the maximum \$200,000 for a two-year period; therefore, the City will be ineligible to apply for the 2026 CDBG grant program.

She stated the work proposed in this project is the same as the 2021, 2023, and 2024 CDBG projects which encompassed sanitary sewer rehabilitation work in multiple areas in Edgerton. The project reduces the amount of Inflow and Infiltration (I&I) from this area. I&I is the wastewater system receiving stormwater, then conveying it to the plant for treatment. In the City's Wastewater Master Plan, this area is identified an area of emphasis for I&I reduction within the City.

She stated the 2025 CDBG project scope includes a construction administration phase within the contract for the design engineer to review submittals and revise plans based on observed conditions during pre-construction CCTV. City Staff released a Request for Qualifications on January 21, 2025. Seven submissions were received by the deadline. The selection committee (City Engineer, Public Works Director, CIP Project Manager, and Infrastructure Inspector) reviewed all submissions and recommends GBA as the most qualified design consultant for this project.

She stated staff recommends GBA based on their experience providing similar services to municipalities both of similar and larger sizes, as well as their experience with CDBG Grant funding, and their recent experience providing inspection services for the City.

The funding source for the project is identified in the CIP as the Sewer Fund and CDBG Grant. GBA provided a lump sum fee of \$54,592 for design and construction phase services and the budget for the project listed in the CIP is \$300,000. The draft scope and fee have been reviewed by City Staff and is within budget. The City of Edgerton's standard Professional Services Agreement will be used for this project and has previously been approved by the City Attorney.

With no questions or comments, Mayor Roberts requested motion to approve the agreement with GBA for design engineering services for the 2025 CDBG 3<sup>rd</sup> and Hulett Sanitary Sewer Rehab Project for a lump sum of \$54,592.

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

#### **11. CONSIDER AWARD OF BID FOR 2025 LPKC AND GRADE SEPARATION MOWING TO SCARECROW FARM AND LAWN**

Mr. Chase Forrester addressed the Council. He stated since the 2016 mowing season, staff has contracted out the right-of-way (ROW) mowing along Homestead Lane for various reason, primarily safety and consistency in level of service. He stated over the last several seasons, mowing was conducted on a bi-weekly basis, roughly 16 total mows for the 2025 season, which will include curb line trimming as well. He stated staff requested a bid-alternate for the mowing of the 207<sup>th</sup> street bridge separation acreage.

He stated in preparation for Spring and Summer maintenance activities, the City of Edgerton solicited bids for ROW Mowing Services. The City's purchasing policy requires competitive bidding of purchases over \$1,000. He stated staff contacted local contractors to submit bid/quotes for the 2025 LPKC mowing, as well as the 2025 Grade Separation mowing. Staff communicated with five local vendors and received responses from three of them. He stated each of the bids/quotes followed the provided bid/quote outline. This outline included cost per location and trimming and edging activities broken out.

He stated all of the bids received are compiled into a bid tabulation sheet, shown in the packet. Bids ranged from \$22,320 to \$49,840, including the bid-alternate.

He stated staff recommends approving a one-year contract with Scarecrow Farm and Lawn as the preferred mowing provider for the 2025 mowing season, due to past knowledge, understanding and expectation of the service requested as well as the lowest combined overall cost. He stated staff recommends approving the contract for both the base bid (LPKC ROW) and the bid alternate (207th Street Grade Separation) for a combined annual bid amount of \$22,320.

He stated the 207th Grade Separation more than doubled the amount of acreage mowed/maintained by the Parks & Recreation staff from 32 acres to 78 acres. Using the outside contractor for the 207th Grade Separation mowing/maintenance would allow the Parks & Recreation Department Staff to focus on Parks including The Greenspace and The Lawn in downtown.

He stated the combined annual bid amount of \$22,320 is within the allocated 2025 Annual Budget.

Councilmember Longanecker asked if they're mowing 78 acres all together.

Mr. Merkh stated no, 78 is the total of what parks has, 36 of that is just the 207<sup>th</sup> Street Bridge.

Councilmember Longanecker asked how much parks crews mow.

Mr. Merkh stated 42 acres.

With no further comments or questions, Mayor Roberts requested motion to approve the award of mowing in the LPKC and 207<sup>th</sup> Street Grade Separation to Scarecrow Farm and Lawn for an amount not to exceed \$22,320.

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

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

- Marketing & Communications Update
- Ms. Banks reviewed the report provided.



Councilmember Lebakken asked if the City is on TikTok and suggested adding that social media account if not.

Ms. Linn stated the platforms the City currently uses, were set by Council. She stated the immediate concern with TikTok would be the amount of staff time it would take because it requires multiple posts a day to get noticed for the algorithm.

Mayor Roberts asked if Council wanted staff to look into this.

Councilmember Lebakken stated the reason she brings it up is that TikTok is ranked number 5 and Facebook is rated number 1 for social media platforms. Twitter, or X, isn't even ranked in top 10 anymore.

Ms. Banks stated the City is on Facebook, X and LinkedIn, although posts on X and LinkedIn are rare.

Mayor Roberts stated with Facebook being number one, and without making this a burden for staff, the City should continue its current social media. If Facebook continues to climb, he believes this is the way to go.

Ms. Banks stated staff could also include the question on the 2026 Citizen Survey.

Mayor Roberts stated we have done that before and Facebook ranks second after the Newsletter.

Councilmember Lebakken stated she does not personally use TikTok but it is the trend for the younger generations. She agreed with Ms. Banks that the survey would be a great time to hear what the community wants.

The consensus of Council was to use Newsletter and Facebook as primary tools to get word out to the community.

- Discussion regarding Fire Protection Services

Ms. Linn referenced the memo provided in the packet. She reviewed the 3 options presented to the Governing Body regarding Fire Services. This stemmed from the BOCC's vote to consolidate Fire Districts 1 and 2 into a unified Fire District called Johnson County Consolidated Fire District No.1, JCCFD1.

She stated the 3 options are: 1) having fire protection services by the new consolidated fire district, 2) detaching from JCCFD1 and contracting services, similar to how we currently contract with the Sheriff's Office for policing services, and 3) detaching from JCCFD1 and creating a City Fire Department.

She reviewed the pros and cons to each of these options and stated if Council should decide on options 2 or 3, staff recommends contracting with a consultant to perform a feasibility study and request City Attorney research statutory method to detach from the fire district.

She stated staff solicited two proposals from consultants who specialize in assisting communities as subject matter experts in fire protection and emergency services. The proposals ranged from \$28,145 to \$74,750. She stated staff recommends approving the feasibility study with ESCI for an amount not to exceed \$28,145.

She then reviewed the scope of work for the feasibility study and stated this would take roughly 6 months to complete.

Mayor asked if there were any questions or comments.

Councilmember Longanecker stated this is a lot of money to spend.

Councilmember Lebakken agreed.

Mayor Roberts stated the city did a study years ago regarding water supplier, which then gave Council direction for long term needs. He stated he sees it the same as this. He voiced concerns about the governance structure because not one member of the BOCC lives within the consolidated fire district boundaries.

Mr. Luckman stated as a note for council. He stated the advisory board was a choice made by the County. The statute suggests a board of trustees, which is a governing body within the district, not having direct control like they have it. He stated there is a gap between how the two statutes are set up and there is nothing in the statute about an advisory committee.

Mayor Roberts stated this can also take on different look depending on members of the BOCC.

Councilmember Conus stated he served on the Fire Board for many years and while the consolidation makes sense financially, it adds another layer of bureaucracy. He stated the Fire Board really has no power and agreed with Mayor on the governance piece. He stated his opinion is that the board has more benefit for the County than the individuals that live within the community. He stated he is for doing the study.

Councilmember Malloy stated none of them live in the district, which he feels is wrong. He stated he agrees and stated at this point it makes sense to do the study to find out what we can do and the costs long term.

Mayor Roberts stated the BOCC is not here to misrepresent the community and they do care about safety, but they may not see the impact like someone who lives within the boundaries.

All Councilmembers agreed and came to consensus to do the study in an amount not to exceed \$28,145 with ESCI for the feasibility study.

Councilmember Conus made motion to approve the feasibility study, Councilmember Longanecker seconded the motion. The motion carried, 4-0.

Ms. Linn stated her last update tonight, is that Dwyer Farms has issued 27 building permits and there are a few lots that already have sold.

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

- **2025 Fireworks Sales and Discharge**

Mayor Roberts stated he was approved by the one fireworks tent operator. They have requested that there be an exemption to the sale and discharge of fireworks ordinance for this year. They have asked that we allow shooting and sale on Saturday for discharge over the weekend.

Ms. Linn stated the code states that fireworks can be sold between June 27<sup>th</sup> and July 4<sup>th</sup> with discharge on July 3<sup>rd</sup> and 4<sup>th</sup>.

Mayor Roberts stated his recommendation would be to extend it. He expects people will shoot off fireworks regardless and an extension could alleviate some of the pressure on the Sheriff's Office to respond to calls.

All Councilmembers agreed to bring the item back.

Mayor Roberts stated this would be to allow for sale and discharge on 5<sup>th</sup> of July and keeping the same time as what the code currently states.

### **14. Future Meeting Reminders**

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

### **15. Adjourn**

Councilmember Lebakken moved to adjourn, seconded by Councilmember Longanecker. The meeting was adjourned at 7:59PM with a 4-0 vote.

Submitted by Alex Clower, City Clerk

## City Council Action Item

**Council Meeting Date:** April 10, 2025

**Department:** Parks and Recreation

### Agenda Item: Consider an Annual Agreement for Portable Restroom Services

**Background/Description of Item:**

The Portable Restroom Agreement provides restroom amenities for Martin Creek Park and Edgerton Lake. The City enters into an agreement for these services annually. The services include portable restrooms to be placed, serviced and maintained throughout the year at each location. The contract outlines additional cleanings cost and winterization services.

The 2025 Agreement includes additional restrooms for the following events: Community Picnic and Fireworks and Meat Inferno BBQ. Other events such as Summer Block Party and Movie Nights will return to downtown at The Greenspace, no longer requiring additional restrooms.

Following the City's purchasing policy, staff contacted Gerken Rent-all, Patriot Portable Restrooms, Nationwide Waste Service, and National Construction Service for quotes.

Responses were received from Gerken Rent-All and Patriot Portable Restrooms for the annual service. Nationwide Construction Services doesn't service our area, and Nationwide Waste Service did not respond. Gerken Rent-All was the only response for the single-event rentals.

Company	Bid Amount (Annually)				Bid Amount (per event)		Total Annual
	EDG Lake	MCP	Qty.	Est. Annual	July 3rd	Meat Inferno	
Gerken Rent All	\$ 110.00	\$ 110.00	12	\$ 2,640.00	\$1,120.00	\$ 1,275.00	\$ 5,035.00
Patriot Portable Restrooms	\$ 214.00	\$ 214.00	12	\$ 5,136.00	\$ -	\$ -	\$ -
Nationwide Waste Service	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -
National Construction Services	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -

It is the staff's recommendation is to continue the agreement with Gerken Rent-all.

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

**Funding Source:** General Fund – Parks & Recreation

**Budget Allocated:** \$7,000

x Karen E. Kindle

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

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<p><b>Recommendation: Approve Agreement for Portable Restroom Services with Gerken Rent-All in an Amount not to Exceed \$5,035.</b></p>
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**Enclosed:** Annual Contract for Portable Restroom Services

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

**Date:** March 24, 2025  
**To:** Rusty Gerken – Gerken Rent All  
**From:** Levi Meyer – Parks, Recreation, and Facilities Director  
**Re:** Portable Restroom Services

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**Annual Locations:**

Units at these two locations will be in place throughout the entire year and are to be serviced weekly. Please provide the cost per-unit, per-location, as well as the cost for additional cleaning and/or emergency cleaning. These units also need to be winterized beginning November 1<sup>st</sup> or at the vendors recommendation following approval by the City.

- **Martin Creek Park:** 20200 Sunflower Rd, Edgerton, KS 66021
  - o 1 Handicap Portable Restroom
- **Edgerton Lake:** 501 E 6<sup>th</sup> Street, Edgerton, KS 66021
  - o 1 Handicap Portable Restroom

**Community Events Outline:**

Units are for community special events hosted by the City of Edgerton. Units should be dropped off and picked up according to the timeline below.

**Community Picnic and Fireworks:** 20200 Sunflower Rd, Edgerton, KS 66021

Event Date: July 3, 2025

Delivery By: Tuesday, July 1, 2025, by 12:00pm

Pick Up By: Monday, July 7, 2025, COB

Units Needed:

- 6 Standard Portable Restrooms
- 4 Handicap Accessible Hand Washing Stations
- 1 Handicap Accessible Portable Restrooms

**Meat Inferno BBQ Competition:** Downtown Edgerton (303 E Nelson St.)

Event Date: October 3 & 4, 2025

Delivery By: Wednesday, October 1, 2025, by COB.

- Delivered to Public Works Shop: INSERT ADDRESS

Pick Up By: Monday, October 6, 2025.

- Pick up at Public Works Shop: INSERT ADDRESS

Units Needed:

- 3 Handicap Accessible Portable Restrooms
- 3 Standard Portable Restrooms
- 6 Handicap Accessible Hand Washing Stations
- Please quote service charge for the evening of October 3rd.



**Renewal Option**

If no term extension language is in the Agreement, the City reserves the right to renew this Agreement for three (3) additional one-year renewal periods. Adjustments in cost at the beginning of each renewal period must be agreed upon by both parties. All requested increases must be accompanied by justification acceptable to the City to establish the increased amount. The City shall notify the Service Provider in writing of the intent to exercise the renewal option, however, failure to notify the Service Provider does not waive the City's right to exercise the renewal option. In the event the Service Provider is seeking an increase in compensation for any given renewal period, Service Provider must notify the City no less than sixty (60) days prior to the natural expiration of the existing Agreement and shall provide the justification required herein to substantiate the requested increase.

**Pricing Proposal**

Proposers should submit their price proposal that includes pricing for all products and services identified in the proposal. Please itemize the cost to service each building individually. All pricing must be provided in USD with taxes excluded.

#	Item	Cost Type	Cost
1	Martin Creek Park (1 – ADA)	Monthly	\$110
2	Edgerton Lake (1 – ADA)	Monthly	\$110
3	Community Fireworks	One-time	\$1,120
4	Meat Inferno	One-time	\$1,275

  
\_\_\_\_\_  
**Authorized Representative – Provider**  
\_\_\_\_\_  
**Date**  
\_\_\_\_\_  
**Authorized Representative – Client**4/7/2025  
\_\_\_\_\_**Date**



CONTRACTUAL PROVISIONS ATTACHMENT  
CITY OF EDGERTON, KANSAS

This form contains additional contract provisions and must be attached to or incorporated in all copies of any contractual agreement involving the City of Edgerton, Kansas.

**1. Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.

**2. Kansas Law and Venue:** This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall be in the District Court of Johnson County, Kansas, or in the United States District Court for the District of Kansas in Topeka, Kansas.

**3. Kansas Cash Basis Law:** This Contract is governed by the Kansas Cash Basis Law, K.S.A. 10-1101, et seq. Notwithstanding any other provision of the contract, Edgerton shall have the right to unilaterally terminate the contract at any time without further liability if, in the sole judgment of the City Council of Edgerton, Kansas, sufficient funds are not appropriated to continue the functions performed in the Contract and for the payment of the charges thereunder. Edgerton shall give reasonable notice of such termination, and shall be required to pay to the contractor all regular contractual payments incurred through the date of termination. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the City or the contractor.

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

**5. Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be canceled, terminated or suspended, in whole or in part, by the City; (f) if it is determined that the contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be canceled, terminated or suspended, in whole or in part, by the City. Contractor agrees to comply with all applicable state and federal anti-discrimination laws.

**6. Acceptance of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.

**7. Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation of this contract shall find that the City or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the Edgerton and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the City, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.

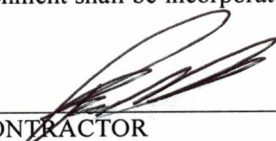
**8. Representative's Authority to Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.

**9. Responsibility for Taxes:** The City of Edgerton shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.

**10. Insurance:** The City of Edgerton shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require the City to establish a "self insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.

**11. Terms:** The terms of this Contractual Provisions Attachment shall be incorporated into the \_\_\_\_\_ as if they were part of this original agreement.

4-6-25  
\_\_\_\_\_  
DATE

  
\_\_\_\_\_  
CONTRACTOR



## City Council Action Item

**Council Meeting Date:** April 10, 2025

**Department:** Parks and Recreation

### Agenda Item: Consider an Annual Agreement for Bridgewater Lake Treatment Services

**Background/Description of Item:**

The Bridgewater Lake Treatment Agreement provides lake management services such as algae mitigation and removal at Bridgewater Lake. The City contracts these services annually, and the 2025 Agreement is unchanged from 2024.

Following the City's purchasing policy, staff contacted 5 vendors for quotes, with only one vendor requesting to not be solicited for future quotes. The City requested a minimum of 6 monthly treatments beginning in April; however, the vendors were able to respond with their recommendation on the number of treatments they felt would be best for the location.

Company	Bid Amount (Annually)		
	Cost	Qty	Est. Annual
Blue Valley Lab	\$ 319.00	6	\$ 1,914.00
Aquatic Ecosystem Consultants	\$ 331.00	6	\$ 1,986.00
Solitude Lake Management	\$ 320.00	14	\$ 4,480.00
	\$ 483.00	14	\$ 6,762.00
Midwest Lake Companies	\$ 2,400.00	10	\$ 24,000.00
Heartland Lake Management			\$ -

It is the staff's recommendation is to approve the contract with Blue Valley Labs, who was the most recent service provider and lowest bid per treatment. Additionally, staff would recommend approving the agreement not to exceed \$2,490, the 2025 allocated budget. This would allow for additional treatment if necessary.

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

**Funding Source:** General Fund – Parks & Recreation

**Budget Allocated:** \$2,490

x Karen E. Kindle

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

**Recommendation: Approve Agreement for Bridgewater Lake Treatment Services with Blue Valley Labs for an Amount not to Exceed \$2,490.**

**Enclosed:** Annual Contract for Bridgewater Lake Treatment Services, Edgerton Form Contractual Provisions Agreement.

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



*"Water Treatment Professionals Since 1973"*

## **Partial Year Aquatic Plant Control Contract**

March 19th, 2025

This agreement is made between Blue Valley Laboratories Inc. and:

**City of Edgerton, KS  
Attn. Levi Meyer, Parks & Recreation Director  
404 East Nelson  
Edgerton, KS 66021  
(after this referred to as the "Client")**

For the mutual benefits herein contained, the parties hereto agree as follows:

1. **Agreement:** Blue Valley Laboratories will provide services to the Client, for the following:

**One (1) landscape pond, termed Bridgewater Lake,  
approximately 1.44 acres in area, and a mean depth of 5 ft.**

The treatment or services of the above listed area shall include the following:

- a. Control of floating and submerged algae.
- b. Control of floating and submerged pondweeds.
- c. Limited control of emergent plants (such as cattails).
- d. Addition of beneficial bacteria cultures.
- e. Addition of lake colorant.

2. **Term of Agreement:** April 1, 2025 to September 30, 2025.

3. **Services Provided:** Field inspections shall be made at least monthly. Treatments will be made as necessary to control excessive growth of vegetation listed above. Water quality sampling (if applicable) will be performed as listed above. Reports will be made of field conditions and treatments performed during the visit. Copies of reports will be provided to the appointed contract administrator. Blue Valley Laboratories requests at least a two week notice prior to any special lake use or events (including fish stocking) in order to schedule the application of aquatic herbicides as to not interfere with the event.

4. **Lake Access and Information:** The Client agrees to make available to Blue Valley Laboratories any information it may have concerning lake conditions and the schedules of fish stocking programs. The client grants permission to use existing boat launching sites, or to launch boats and amphibious equipment from the best available site. The client grants unrestricted access during daylight hours for work, inspection, testing or sampling of the above listed lake or lakes. The client grants unrestricted parking adjacent to the above listed lake or lakes while performing work relevant of this contract.

5. **Cost and Terms of Payment:** Payment shall be made by the Client to Blue Valley Laboratories as follows: \$319.00 per month, or \$1,914.00 for the term.



*"Water Treatment Professionals Since 1973"*

**Lake Management Contract: Standard Page 2**

6. **Permits and Licenses:** It may be necessary to obtain certain state and/or local permits prior to the commencement of certain types of water management services. The provisions of this agreement are subject to all terms and conditions of all state and/or local laws or regulations. When necessary, Blue Valley Laboratories shall apply for all necessary permits for the Client. The Client will cooperate with Blue Valley Laboratories in completing such applications and obtaining such permits. Blue Valley Laboratories agrees to maintain the proper certifications, personnel training, and licenses from the appropriate governmental agencies for the commercial application of aquatic herbicides. Blue Valley Laboratories agrees to maintain insurance that may be required by the above listed licenses and/or permits.
7. **Insurance and Liability:** Blue Valley Laboratories agrees to save the Client harmless from any liability which may result from its operations for the Client. Blue Valley Laboratories agrees to maintain insurance or bonds that may be required by the above listed licenses and/or permits. Blue Valley Laboratories maintains Workers Compensation and Employers Liability Insurance. Blue Valley Laboratories also maintains general liability insurance in the amount of one million dollars.
8. **Warning Signs:** Certain lake treatment agents may require temporary water use restrictions as indicated on the package label or within federal regulations (usually from one to three days). If the material used for lake treatment should require posting the lake to restrict activities such as drinking, swimming, or fishing, Blue Valley Laboratories shall provide and install the necessary signs. The client agrees to assist Blue Valley Laboratories in the proper public notification and to strive to maintain the signs during the required notification period.
9. **Client Authorization:** The Client represents that this agreement has been duly authorized, and that the persons executing this agreement have the authority to do so on the Client's behalf.
10. **Miscellaneous:** This agreement shall be construed under and in the courts of the State of Missouri. Venue shall be in Jackson County. If the client fails to make proper payments for this contract: interest of 9% (Ref: Mo Statute 408.020), reasonable attorneys fees for collection, and court costs shall be paid by the client. This agreement constitutes the entire understanding between the parties, and it may be amended only in writing by the properly authorized representative, successors, and assigns. This agreement shall insure to the benefit of and be binding upon the parties, hereto, and their respective personal representative, successor, and assigns.

**Please sign and send back or fax at your convenience.**

**In Witness Whereof**, the parties hereunto set their hands and seals the days below indicated.

**BLUE VALLEY LABORATORIES, Inc.**

\_\_\_\_\_  
**Authorized Representative**

A handwritten signature in black ink, appearing to read "Li May", is written over a horizontal line.

\_\_\_\_\_  
**Clients Representative**

**Signature Date:** \_\_\_\_\_

**Signature Date:** 3/25/2025

CONTRACTUAL PROVISIONS ATTACHMENT  
CITY OF EDGERTON, KANSAS

This form contains additional contract provisions and must be attached to or incorporated in all copies of any contractual agreement involving the City of Edgerton, Kansas.

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.

2. **Kansas Law and Venue:** This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall be in the District Court of Johnson County, Kansas, or in the United States District Court for the District of Kansas in Topeka, Kansas.

3. **Kansas Cash Basis Law:** This Contract is governed by the Kansas Cash Basis Law, K.S.A. 10-1101, et seq. Notwithstanding any other provision of the contract, Edgerton shall have the right to unilaterally terminate the contract at any time without further liability if, in the sole judgment of the City Council of Edgerton, Kansas, sufficient funds are not appropriated to continue the functions performed in the Contract and for the payment of the charges thereunder. Edgerton shall give reasonable notice of such termination, and shall be required to pay to the contractor all regular contractual payments incurred through the date of termination. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the City or the contractor.

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

5. **Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be canceled, terminated or suspended, in whole or in part, by the City; (f) if it is determined that the contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be canceled, terminated or suspended, in whole or in part, by the City. Contractor agrees to comply with all applicable state and federal anti-discrimination laws.

6. **Acceptance of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.

7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation of this contract shall find that the City or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the Edgerton and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the City, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.

8. **Representative's Authority to Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.

9. **Responsibility for Taxes:** The City of Edgerton shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.

10. **Insurance:** The City of Edgerton shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require the City to establish a "self insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.

11. **Terms:** The terms of this Contractual Provisions Attachment shall be incorporated into the Bridgewater Pond Care Contract as if they were part of this original agreement.

4/4/25

DATE

  
CONTRACTOR



**EDGERTON**  
global routes. local roots.

404 East Nelson  
Edgerton, KS 66021  
P: 913.893.6231  
EDGERTONKS.ORG

## City Council Action Item

**Council Meeting Date:** April 10, 2025

**Department:** Administration

### **Agenda Item: Consider Approval of a Resolution No. 4-10-25A Regarding Sale And Discharge Of Fireworks Withing The City Limits For 2025**

**Background/Description of Item:**

Chapter IV, Article 20 of the Edgerton Municipal Code addresses fireworks within the city limits. The Code allows the sale of fireworks within the city limits between June 27 and July 4, from 8:00 a.m. to midnight. Vendors must obtain a permit from the City and have an inspection prior to beginning sales. The Code allows the discharge of fireworks within Edgerton City limits on July 3 between 10:00 a.m. and 10:00 p.m. and on July 4 from 10:00 a.m. until midnight.

In 2025, July 4<sup>th</sup> is on a Friday and July 5<sup>th</sup> on a Saturday. At the March 27<sup>th</sup> City Council meeting, City Council discussed the uniqueness of the calendar and provided direction to staff to draft a resolution to allow BOTH the sale and discharge of fireworks within the city limits on July 5<sup>th</sup>. The sales hours would match those cited in the Code. The hours for discharge would match those listed for July 4<sup>th</sup>.

Staff drafted the draft enclosed resolution which has not yet been reviewed by City Attorney. City Attorney will provide any recommended edits at the City Council meeting.

**Related Ordinance(s) or Statue(s):** Chapter IV, Article 20 of the Edgerton Municipal Code

**Funding Source:** N/A

**Budget Allocated:** N/A

**Finance Director Approval:** N/A

### **Recommendation: Approve Resolution No. 4-10-25A Regarding Sale And Discharge Of Fireworks Withing The City Limits For 2025**

**Enclosed:** Draft Resolution No. 04-10-25A

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

## **RESOLUTION NO. 04-10-25A**

### **A RESOLUTION REGARDING SALE AND DISCHARGE OF FIREWORKS WITHIN THE CITY LIMITS FOR 2025**

**WHEREAS**, the Article IV, Chapter 20 of the Edgerton Municipal Code allows the sale of fireworks within the city limits between June 27 and July 4, from 8:00 a.m. to midnight.

**WHEREAS**, the Article IV, Chapter 20 of the Edgerton Municipal Code allows the discharge of fireworks within Edgerton City limits on July 3 between 10:00 a.m. and 10:00 p.m. and on July 4 from 10:00 a.m. until midnight.

**WHEREAS**, July 4, 2025 is on a Friday and July 5, 2025 is on a Saturday. Edgerton City Council desires to allow the sale and discharge on Saturday, July 5<sup>th</sup> for 2025 only.

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

**Section 1. Sale of Fireworks within the City Limits for 2025.** The Governing Body of the City hereby finds and decides to allow the sale of fireworks within the Edgerton City limits on July 5, 2025, in addition to other dates as allowed in the Edgerton Municipal Code, from 8:00 a.m. to midnight.

**Section 2. Discharge of Fireworks within the City Limits for 2025.** The Governing Body hereby finds and decides to allow the discharge of fireworks within Edgerton City limits on July 5, 2025, in addition to other dates as allowed in the Edgerton Municipal Code, from 10:00 a.m. until midnight.

**Section 3. 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 10<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

DRAFT



## City Council Action Item

**Council Meeting Date:** April 10, 2025

**Department:** Public Works

### **Agenda Item: Consider Contract with Braun Intertec for \$16,028.00 to Evaluate the Concrete Scaling of Exterior Pavement at The Greenspace.**

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

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 for 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 table below.

Response	American Petrographic Services	Braun Intertec, Inc.
Includes Site Visit and Selection of Testing Locations	NO	YES
Includes Concrete Coring and Sample Shipping and Handling	NO	YES
Number of Concrete Samples Obtained	6	6
Number of Concrete Samples Tested	6	2

Includes Evaluation of Background Information (field reports, weather data, submittals, etc.)	NO	YES
Include detailed report of test results and evaluation of concrete distressed observed	Partial	Complete
Estimate	\$13,200	\$16,028

City Staff has reviewed all submissions and note the following information. The Braun Intertec proposal responded to more of the requirements requested, including the initial field evaluation, coring, and shipping of the samples as well as a more detailed evaluation of the test results. Additionally, since Braun Intertec performed field and lab tests of the construction materials during placement, they have detailed reports of the conditions during concrete placement. As indicated in the graph above, the proposal from American Petrographic Services did not include key services for the sample site selection and collection.

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.

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

**Funding Source:** GO Bonds

**Budget Allocated:** \$8,704,950

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

**Recommendation: Approve Contract with Braun Intertec for \$16,028.00 to Evaluate the Concrete Scaling of Exterior Pavement at The Greenspace.**

**Enclosed:** Braun Intertec Proposal – Concrete Scaling Evaluation  
Contractual Provisions Attachment

**Prepared by:** Holly Robertson, PE, CIP Project Manager

March 21, 2025

Proposal QTB212774

Ms. Holly Robertson  
City of Edgerton  
404 East Nelson Street  
Edgerton, KS 66021

Re: Proposal to Evaluate Concrete Cores  
The Greenspace – Concrete Scaling Evaluation  
303 East Nelson Street  
Edgerton, Kansas

Dear Ms. Robertson:

Braun Intertec Corporation respectfully submits this proposal to evaluate cores extracted from concrete pavement areas of The Greenspace in Edgerton, Kansas.

## Background

It is our understanding that concrete walkways recently placed for the new The Greenspace project in Edgerton, Kansas is displaying scaling and flaking to various degrees of severity. The City of Edgerton contacted Braun Intertec to provide this proposal for evaluating the likely cause(s) of this distress and commenting on the durability and serviceability of the remaining concrete section.

## Scope of Services

The scope of this evaluation will be conducted in the following activities.

### Activity 1.1 – Site Visit

In this activity, we will visit the site to observe the condition of the walkways and extract cores for laboratory analysis. We anticipate extracting approximately four to six cores during the site visit, but the actual number of cores will be determined by that which establishes an accurate representation of the current condition of the pavement areas in question.

### Activity 1.2 – Laboratory Analysis

This activity will include the following laboratory analysis:

- ASTM C 457, "Standard Test Method for Microscopical Determination of the Parameters of the Air-Void System of Hardened Concrete" and ASTM C 856 "Standard Practice for Petrographic Examination of Hardened Concrete". Two of the cores will be selected for this analysis.

### Activity 1.3 – Consulting and Project Management

This activity will consist of the consulting time for meetings, assembling reports, and general engineering time for this evaluation.

## Assumptions

The proposed scope of service is based on the following assumptions:

- We will have access to the entirety of the areas in question during the site visit.
- The site will be available during normal working hours (Monday through Friday, (8 am to 5 pm).

## Cost

We will furnish the services described in this proposal for an estimated fee of **\$16,028**. A tabulation showing hourly and/or unit rates associated with our proposed scope of services is attached. The coring cost is broken out if you desire to supply a coring crew to retrieve cores under our direction.

Our work may extend over several invoicing periods. As such, for work that is performed during the course of each invoicing period, we will submit partial progress invoices.

## Schedule

We can mobilize to site within two weeks of receiving authorization. The laboratory testing and analysis will require four to six weeks to complete.

If our proposed scope of services cannot be completed according to this schedule due to circumstances beyond our control, we may need to revise this proposal prior to completion.

## Safety

We assume the conditions found at the site will provide a safe working environment for our staff. If conditions are encountered that we feel are not safe, we will contact you immediately and reserve the right to not complete tasks that are felt unsafe. Our staff will supply the following items for personal safety:

- Gloves
- Hard hat
- Class II reflective safety vest
- Puncture resistance work boots
- Safety glasses

## General Remarks

We will be happy to meet with you to discuss our proposed scope of services further and clarify the various scope components.

We appreciate the opportunity to present this proposal to you. Please sign and return a copy to us in its entirety.

We based the proposed fee on the scope of services described and the assumptions that you will authorize our services within 30 days and that others will not delay us beyond our proposed schedule.

We include the Braun Intertec General Conditions, which provide additional terms and are a part of our agreement.

To have questions answered or schedule a time to meet and discuss our approach to this project further, please contact Derek Lalim at 320.226.6418 ([dlalim@braunintertec.com](mailto:dlalim@braunintertec.com)).

Sincerely,

BRAUN INTERTEC CORPORATION



Derek Lalim  
Project Engineer



Alfred J. Gardiner  
Director of Concrete Science, Principal Engineer



Jason Hanlon, PE, MLSE  
Principal Engineer

Attachments:  
Project Proposal  
General Conditions (11/1/24)

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The proposal is accepted, and you are authorized to proceed.

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**Authorizer's Firm**

---

**Authorizer's Signature**

---

**Authorizer's Name (please print or type)**

---

**Authorizer's Title**

---

**Date**

# Project Proposal

QTB212774

## The Greenspace Concrete Scaling Evaluation

### Client:

City of Edgerton - Kansas  
Holly Robertson  
404 East Nelson  
Edgerton, KS 66021

### Work Site Address:

303 East Nelson Street  
Edgerton, KS 66021

### Service Description:

Coring, Petrography

	Description	Quantity	Units	Unit Price	Extension
<b>Phase 1 Concrete Coring &amp; Petrography</b>					
<b>Activity 1.1</b>	<b>Engineering time on site</b>				<b>\$3,652.00</b>
126	Project Engineer	12.00	Hour	236.00	\$2,832.00
AIRFARE	Airfare	1.00	Each	700.00	\$700.00
Parking	Parking	1.00	Each	120.00	\$120.00
<b>Activity 1.2</b>	<b>Coring Crew</b>				<b>\$1,816.00</b>
298	Concrete/Bituminous/Masonry Coring	6.00	Hour	278.00	\$1,668.00
1858	Trip Charge	1.00	Each	40.00	\$40.00
1405	Bit wear and patch material, per core	4.00	Each	27.00	\$108.00
<b>Activity 1.3</b>	<b>Laboratory Analysis</b>				<b>\$5,768.00</b>
1460	Petrographic Examination of Harden Concrete, including Air Content (ASTM C856 and C457)	2.00	Each	2,884.00	\$5,768.00
<b>Activity 1.4</b>	<b>Project Management &amp; Reporting</b>				<b>\$4,792.00</b>
126	Project Engineer	12.00	Hour	236.00	\$2,832.00
135	Principal Consultant	4.00	Hour	335.00	\$1,340.00
138	Project Assistant	4.00	Hour	90.00	\$360.00
125	Project Control Specialist	2.00	Hour	130.00	\$260.00
<b>Phase 1 Total:</b>					<b>\$16,028.00</b>

**Proposal Total: \$16,028.00**

## SECTION 1: AGREEMENT

**1.1 Agreement.** This agreement consists of these General Conditions and the accompanying written proposal or authorization ("Agreement"). This Agreement is the entire agreement between Consultant and Client and supersedes all prior negotiations, representations or agreements, either written or oral.

**1.2 Parties to the Agreement.** The parties to this Agreement are the Braun Intertec entity ("Consultant") and the client ("Client") as described in the accompanying written proposal or authorization. Consultant and Client may be individually referred to as a Party or collectively as the Parties.

## SECTION 2: SCOPE OF SERVICES

**2.1 Services.** Consultant will provide services ("Services") in connection with the project ("Project") which are specifically described in this Agreement. Client understands and agrees that Consultant's Services are limited to those which are expressly set forth in this Agreement.

**2.2 Additional Services.** Any Services not specifically set forth in the Agreement constitute "Additional Services." Additional Services must be agreed upon in writing by the Parties prior to performance of the Additional Services and may entitle Consultant to additional compensation and schedule adjustments. Additional compensation will be based upon Consultant's then current rates and fees.

## SECTION 3: PERFORMANCE OF SERVICES

**3.1 Standard of Care.** Consultant will perform its professional Services consistent with the degree of care and skill exercised by members of Consultant's profession performing under similar circumstances at the same time and in the same locality in which the professional Services are performed. CONSULTANT DISCLAIMS ALL STATUTORY, ORAL, WRITTEN, EXPRESS, AND IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR PERFORMANCE OF SERVICES IN A GOOD AND WORKMANLIKE MANNER.

**3.2 Written Reports and Findings.** Unless otherwise agreed in writing, Consultant's findings, opinions, and recommendations will be provided to Client in writing and may be delivered via electronic format. Client agrees not to rely on oral findings, opinions, or recommendations.

**3.3 Observation or Sampling Locations.** Locations of field observations or sampling described in Consultant's report or shown on Consultant's sketches reference Project plans or information provided by others or estimates made by Consultant's personnel. Consultant will not survey, set, or check the accuracy of those points unless Consultant accepts that duty in writing. Client agrees that such dimensions, depths, or elevations are approximations unless specifically stated otherwise in the report. Client accepts the inherent risk that samples or observations may not be representative of items not sampled or seen and further that site conditions may vary over distance or change over time.

**3.4 Project Site Information.** Client will provide Consultant with prior environmental, geotechnical and other reports, specifications, plans, and information to which Client has access about the Project site and which are necessary for Consultant to carry out Consultant's Services. Client agrees to provide Consultant with all plans, changes in plans, and new information as to Project site conditions until Consultant has completed its Services.

**3.5 Subsurface Objects.** To the extent required to carry out Consultant's Services, Client agrees to provide Consultant, in a timely manner, with information that Client has regarding buried objects at the Project site. Consultant will not be responsible for locating buried objects or utilities at the Project site unless expressly set forth in this Agreement, or expressly required by applicable law. Client agrees to hold Consultant harmless, defend, and indemnify Consultant from claims, damages, losses, penalties and expenses (including attorney fees) involving buried objects or utilities that were not properly marked or identified or of which Client had or should have had knowledge but did not timely notify Consultant or correctly identify on the plans Client or others furnished to Consultant. Consultant, from time to time, may hire a third party to locate underground objects or utilities and, unless otherwise expressly stated in this Agreement, such action shall be for the sole benefit of Consultant and in no way will alleviate Client of its responsibilities hereunder.

**3.6 Hazardous Materials.** Client will notify Consultant of any knowledge or suspicion of the presence of hazardous or dangerous materials present on any Project site or in any sample or material provided to Consultant. Client agrees to provide Consultant with information in Client's possession or control relating to such samples or materials. If Consultant observes or suspects the presence of contaminants not anticipated in this Agreement, Consultant may terminate Services without liability to Client or to others, and Client will compensate Consultant for fees earned and expenses incurred up to the time of termination.

**3.7 Supervision of Others.** Consultant shall have no obligation to supervise or direct Client's representatives, contractors, or other third parties retained by Client. Consultant has no authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Client, Client's representatives, contractors, or other third parties retained by Client.

**3.8 Safety.** Consultant will provide a health and safety program for its employees as well as reasonable personal protective equipment ("PPE") typical for the performance of the Services provided by this Agreement and as required by law. Consultant shall be entitled to compensation for all extraordinary PPE required by Client. Client will provide, at no cost to

Consultant, appropriate Project site safety measures which are necessary for Consultant to perform its Services at the Project location or work areas in connection with the Project. Consultant's employees are expressly authorized by Client to refuse to work under conditions that may, in an employee's sole discretion, be unsafe. Consultant shall have no authority over or be responsible for the safety precautions and programs, or for security, at the Project site (except with respect to Consultant's own Services and those of its subconsultants).

**3.9 Project Site Access and Damage.** Client will provide or ensure access to the site. In the performance of Services some Project site damage is normal even when due care is exercised. Consultant will use reasonable care to minimize damage to the Project site. Unless otherwise expressly stated in this Agreement, the cost of restoration for such damage has not been included in the estimated fees and will be the responsibility of the Client.

**3.10 Monitoring Wells.** To the extent applicable to the Services, monitoring wells are Client's property, and Client is responsible for monitoring well permitting, maintenance, and abandonment unless otherwise expressly set forth in this Agreement.

**3.11 Contaminant Disclosures Required by Law.** Client agrees to make all disclosures related to the discovery or release of contaminants that are required by law. In the event Client does not own the Project site, Client acknowledges that it is Client's duty to inform the owner of the Project site of the discovery or release of contaminants at the site. Client agrees to hold Consultant harmless, defend, and indemnify Consultant from claims, damages, penalties, or losses and expenses, including attorney fees, related to Client's failure to make any disclosure required by law or for failing to make the necessary disclosure to the owner of the Project site.

## SECTION 4: SCHEDULE

**4.1 Schedule.** Consultant shall complete its obligations within a reasonable time and shall make decisions and carry out its responsibilities in a manner consistent with the Standard of Care. Specific periods of time for rendering Services or specific dates by which Services are to be completed are provided in this Agreement. If Consultant is delayed in the performance of the Services by actions, inactions, or neglect of Client or others for whom Client is responsible, by changes ordered in the Services, or by other causes beyond the control of Consultant, including force majeure events, then the time for Consultant's performance of Services shall be extended and Consultant shall receive payment for all expenses attributable to the delay in accordance with Consultant's then current rates and fees.

**4.2 Scheduling On-Site Observations or Services.** To the extent Consultant's Services require observations, inspections, or testing be performed at the Project site, Client understands and agrees that Client, directly or indirectly through its authorized representative, has the sole right and responsibility to determine and communicate to Consultant the scheduling of observations, inspections, and testing performed by Consultant. Accordingly, Client also acknowledges that Consultant bears no responsibility for damages that may result because Consultant did not perform such observations, inspections, or testing that Client failed to request and schedule. Client understands that the scheduling of observations, inspections, or testing will dictate the time Consultant's field personnel spend on the job site and agrees to pay for all services provided by Consultant due to Client's scheduling demands in accordance with Consultant's then current rates and fees.

## SECTION 5: COST AND PAYMENT OF SERVICES

**5.1 Cost Estimates.** Consultant's price or fees provided for in this Agreement are an estimate and are not a fixed amount unless otherwise expressly stated in this Agreement. Consultant's estimated fees are based upon Consultant's experience, knowledge, and professional judgment as well as information available to Consultant at the time of this Agreement. Actual costs may vary and are not guaranteed or warranted.

**5.2 Payment.** Consultant will invoice Client on a monthly basis for Services performed. Client will pay for Services as stated in this Agreement together with costs for Additional Services or costs otherwise agreed to in writing within thirty (30) days of the invoice date. Unless otherwise stated in this Agreement or agreed to in writing, Consultant's costs for all services performed will be based upon Consultant's then current rates, fees, and charges. No retainage shall be withheld by Client. All unpaid invoices will incur an interest charge of 1.5% per month or the maximum allowed by law.

**5.3 Other Payment Conditions.** Consultant will require Client credit approval and Consultant may require payment of a retainer fee. Client agrees to pay all applicable taxes. Client's obligation to pay for Services under this Agreement is not contingent on Client's ability to obtain financing, governmental or regulatory agency approval, permits, final adjudication of any lawsuit, Client's successful completion of any project, receipt of payment from a third party, or any other event.

**5.4 Third Party Payment.** Provided Consultant has agreed in writing, Client may request Consultant to invoice and receive payment from a third party for Consultant's Services. Consultant, in its sole discretion, may also require the third party to provide written acceptance of all terms of this Agreement. Neither payment to Consultant by a third party nor a third party's written acceptance of all terms of this Agreement will alter Client's rights and responsibilities under this Agreement. Client expressly agrees that the Agreement contains sufficient consideration notwithstanding Consultant being paid by a third party.

**5.5 Non-Payment.** If Client does not pay for Services in full as agreed, Consultant may retain work not yet delivered to Client and Client agrees to return all Project Data (as defined in this Agreement) that may be in Client's possession or under Client's control. If Client fails to pay Consultant in accordance with this Agreement, such nonpayment shall be considered a

default and breach of this Agreement for which Consultant may terminate for cause consistent with the terms of this Agreement and without liability to Client or to others. Client will compensate Consultant for fees earned and expenses incurred up to the time of termination. Client agrees to be liable to Consultant for all costs and expenses Consultant incurs in the collection of amounts invoiced but not paid, including but not limited to attorney fees and costs.

## SECTION 6: OWNERSHIP AND USE OF DATA

**6.1 Ownership.** All reports, notes, calculations, documents, and all other data prepared by Consultant in the performance of the Services ("Project Data") are instruments of Consultant's Services and are the property of Consultant. Consultant shall retain all common law, statutory and other reserved rights, including the copyright thereto, of Project Data.

**6.2 Use of Project Data.** The Project Data of this Agreement is for the exclusive purpose disclosed by Client and, unless agreed to in writing, for the exclusive use of Client. Client may not use Project Data for a purpose for which the Project Data was not prepared without the express written consent of Consultant. Consultant will not be responsible for any claims, damages, or costs arising from the unauthorized use of any Project Data provided by Consultant under this Agreement. Client agrees to hold harmless, defend and indemnify Consultant from any and all claims, damages, losses, and expenses, including attorney fees, arising out of such unauthorized use.

**6.3 Samples, Field Data, and Contaminated Equipment.** Samples and field data remaining after tests are conducted, as well as field and laboratory equipment that cannot be adequately cleansed of contaminants, are and continue to be the property of Client. Samples may be discarded or returned to Client, at Consultant's discretion, unless within fifteen (15) days of the report date Client gives Consultant written direction to store or transfer the samples and materials. Samples and materials will be stored at Client's expense.

**6.4 Data Provided by Client.** Electronic data, reports, photographs, samples, and other materials provided by Client or others may be discarded or returned to Client, at Consultant's discretion, unless within 15 days of the report date Client gives Consultant written direction to store or transfer the materials at Client's expense.

## SECTION 7: INSURANCE

**7.1 Insurance.** Consultant shall keep and maintain the following insurance coverages:

- a. Workers' Compensation: Statutory
- b. Employer's Liability: \$1,000,000 bodily injury, each accident | \$1,000,000 bodily injury by disease, each employee | \$1,000,000 bodily injury/disease, aggregate
- c. General Liability: \$1,000,000 per occurrence | \$2,000,000 aggregate
- d. Automobile Liability: \$1,000,000 combined single limit (bodily injury and property damage)
- e. Excess Umbrella Liability: \$5,000,000 per occurrence | \$5,000,000 aggregate
- f. Professional Liability: \$2,000,000 per claim | \$2,000,000 aggregate

**7.2 Waiver of Subrogation.** Client and Consultant waive all claims and rights of subrogation for losses arising out of causes of loss covered by the respective insurance policies.

**7.3 Certificate of Insurance.** Consultant shall furnish Client with a certificate of insurance upon request.

## SECTION 8: INDEMNIFICATION, CONSEQUENTIAL DAMAGES, LIABILITY LIMITS

**8.1 Indemnification.** Consultant's only indemnification obligation shall be to indemnify and hold harmless the Client, its officers, directors, and employees from and against those damages and costs incurred by Client or that Client is legally obligated to pay as a result of third party tort claims, including for the death or bodily injury to any person or for the destruction or damage to any property, but only to the extent proven to be directly caused by the negligent act, error, or omission of the Consultant or anyone for whom the Consultant is legally responsible. This indemnification provision is subject to the Limitation of Liability set forth in this Section 8.

**8.2 Intellectual Property.** Client agrees to indemnify Consultant against losses and costs arising out of claims of patent or copyright infringement as to any process or system that is specified or selected by Client or others on behalf of Client.

**8.3 Mutual Waiver of Consequential Damages.** NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREUNDER, NEITHER CONSULTANT NOR CLIENT SHALL BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, PUNITIVE, INDIRECT, INCIDENTAL OR SPECIAL DAMAGES, OR LOSS OF USE OR RENTAL, LOSS OF PROFIT, LOSS OF BUSINESS OPPORTUNITY, LOSS OF PROFIT OR REVENUE OR COST OF FINANCING, OR OTHER SUCH SIMILAR AND RELATED DAMAGE ASSERTED IN THIRD PARTY CLAIMS, OR CLAIMS BY EITHER PARTY AGAINST THE OTHER.

**8.4 Limitation of Liability.** TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL LIABILITY IN THE AGGREGATE OF CONSULTANT, CONSULTANT'S OFFICERS, DIRECTORS, PARTNERS, EMPLOYEES, AGENTS, AND SUBCONSULTANTS, TO CLIENT AND ANYONE CLAIMING BY, THROUGH OR UNDER CLIENT FOR ANY CLAIMS, LOSSES, COSTS, OR DAMAGES WHATSOEVER ARISING OUT OF, RESULTING FROM OR IN ANY WAY RELATED CONSULTANT'S PERFORMANCE OF THE SERVICES OR THIS AGREEMENT, FROM ANY CAUSE OR CAUSES, INCLUDING BUT NOT LIMITED TO NEGLIGENCE, PROFESSIONAL ERRORS AND OMISSIONS,

**STRICT LIABILITY, BREACH OF CONTRACT, INDEMNIFICATION OBLIGATIONS OR BREACH OF WARRANTY, SHALL NOT EXCEED THE TOTAL COMPENSATION RECEIVED BY CONSULTANT OR \$50,000, WHICHEVER IS GREATER.**

## SECTION 9: MISCELLANEOUS PROVISIONS

**9.1 Services Prior to Agreement.** Directing Consultant to commence Services prior to execution of this Agreement constitutes Client's acceptance of this unaltered Agreement in its entirety.

**9.2 Confidentiality.** To the extent Consultant receives Client information identified as confidential, Consultant will not disclose that information to third parties without Client consent. Additionally, any Project Data prepared in performance of the Services will remain confidential and Consultant will not release the reports to any third parties not involved in the Project. Neither of the aforesaid confidentiality obligations shall apply to any information in the public domain, information lawfully acquired from others on a nonconfidential basis, or information that Consultant is required by law to disclose.

**9.3 Relationship of the Parties.** Consultant will perform Services under this Agreement as an independent contractor, and its employees will at all times be under its sole discretion and control. No provision in this Agreement shall be deemed or construed to create a joint venture, partnership, agency or other such association between the Parties.

**9.4 Resource Conservation and Recovery Act.** To the extent applicable to the Services, neither this Agreement nor the providing of Services will operate to make Consultant an owner, operator, generator, transporter, treater, storer, or a disposal facility within the meaning of the Resource Conservation and Recovery Act, as amended, or within the meaning of any other law governing the handling, treatment, storage, or disposal of hazardous substances. Client agrees to hold Consultant harmless, defend, and indemnify Consultant from any claims, damages, penalties or losses resulting from the storage, removal, hauling or disposal of such substances.

**9.5 Services in Connection with Legal Proceedings.** Client agrees to compensate Consultant in accordance with its then current fees, rates, or charges if Consultant is asked or required to respond to legal process arising out of a proceeding related to the Project and as to which Consultant is not a party.

**9.6 Assignment.** This Agreement may not be assigned by Consultant or Client without the prior written consent of the other Party, which consent shall not be unreasonably withheld.

**9.7 Third Party Beneficiaries.** Nothing in this Agreement, express or implied, is intended, or will be construed, to confer upon or give any person or entity other than Consultant and Client, and their respective permitted successors and assigns, any rights, remedies, or obligations under or by reason of this Agreement.

**9.8 Termination.** This Agreement may be terminated by either Party for cause upon seven (7) days written notice to the other Party. Should the other Party fail to cure and perform in accordance with the terms of this Agreement within such seven-day period, the Agreement may terminate at the sole discretion of the Party that provided the written notice. The Client may terminate this Agreement for its convenience. If Client terminates for its convenience, then Consultant shall be compensated in accordance with the terms hereof for Services performed, reimbursable costs and expenses incurred prior to the termination, and reasonable costs incurred as a result of the termination.

**9.9 Force Majeure.** Neither Party shall be liable for damages or deemed in default of this Agreement to the extent that any delay or failure in the performance of its obligations (other than the payment of money) results, without its fault or negligence, from any cause beyond its reasonable control, including but not limited to acts of God, acts of civil or military authority, embargoes, pandemics, epidemics, war, riots, insurrections, fires, explosions, earthquakes, floods, adverse weather conditions, strikes or lock-outs, declared states of emergency, and changes in laws, statutes, regulations, or ordinances.

**9.10 Disputes, Choice of Law, Venue.** In the event of a dispute and prior to exercising rights at law or under this Agreement, Consultant and Client agree to negotiate all disputes in good faith for a period of 30 days from the date of notice of such dispute. This Agreement will be governed by the laws and regulations of the state in which the Project is located and all disputes and claims shall be heard in the state or federal courts for that state. Client and Consultant each waive trial by jury.

**9.11 Individual Liability.** No officer or employee of Consultant, acting within the scope of employment, shall have individual liability for any acts or omissions, and Client agrees not to make a claim against any individual officers or employees of Consultant.

**9.12 Severability.** Should a court of law determine that any clause or section of this Agreement is invalid, all other clauses or sections shall remain in effect.

**9.13 Waiver.** The failure of either Party hereto to exercise or enforce any right under this Agreement shall not constitute a release or waiver of the subsequent exercise or enforcement of such right.

**9.14 Entire Agreement.** The terms and conditions set forth herein constitute the entire understanding of the Parties relating to the provision of Services by Consultant to Client. This Agreement may be amended only by a written instrument signed by both Parties. In the event Client issues a purchase order or other documentation to authorize Consultant's Services, any conflicting or additional terms of such documentation are expressly excluded from this Agreement.



CONTRACTUAL PROVISIONS ATTACHMENT  
CITY OF EDGERTON, KANSAS

This form contains additional contract provisions and must be attached to or incorporated in all copies of any contractual agreement involving the City of Edgerton, Kansas.

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.

2. **Kansas Law and Venue:** This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall be in the District Court of Johnson County, Kansas, or in the United States District Court for the District of Kansas in Topeka, Kansas.

3. **Kansas Cash Basis Law:** This Contract is governed by the Kansas Cash Basis Law, K.S.A. 10-1101, et seq. Notwithstanding any other provision of the contract, Edgerton shall have the right to unilaterally terminate the contract at any time without further liability if, in the sole judgment of the City Council of Edgerton, Kansas, sufficient funds are not appropriated to continue the functions performed in the Contract and for the payment of the charges thereunder. Edgerton shall give reasonable notice of such termination, and shall be required to pay to the contractor all regular contractual payments incurred through the date of termination. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the City or the contractor.

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

5. **Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be canceled, terminated or suspended, in whole or in part, by the City; (f) if it is determined that the contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be canceled, terminated or suspended, in whole or in part, by the City. Contractor agrees to comply with all applicable state and federal anti-discrimination laws.

6. **Acceptance of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.

7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation of this contract shall find that the City or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the Edgerton and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the City, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.

8. **Representative's Authority to Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.

9. **Responsibility for Taxes:** The City of Edgerton shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.

10. **Insurance:** The City of Edgerton shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require the City to establish a "self insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.

11. **Terms:** The terms of this Contractual Provisions Attachment shall be incorporated into the \_\_\_\_\_ (Title of Contractor's Document) \_\_\_\_\_ as if they were part of this original agreement.

3/26/2025

DATE

  
\_\_\_\_\_  
CONTRACTOR

## City Council Action Item

**Council Meeting Date:** April 10, 2025

**Department:** Public Works

### **Agenda Item: Consider the Purchase of a Commercial Mower (72"), to be Purchased from Smitty Lawn and Garden/Hustler**

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

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.

	72"
Coleman equipment/Scag	\$ 18,507.00
Smitty lawn and garden/Hustler	\$ 14,719.00
Heritage Tractor/John Deere	\$ 16,953.09
<b>Total budget</b>	<b>\$ 16,500.00</b>

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.

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

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**Funding Source:** Equipment Reserve Fund - General

**Budget Allocated:** \$16,500

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

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**Recommendation: Approve the Purchase of Commercial Mower (72"), from Smitty Lawn and Garden/Hustler, in an amount not to exceed \$14,719.00.**

**Enclosed:** Commercial Mower Quotes

**Prepared by:** Chase Forrester, Foreman and Dan Merkh, Public Works Director

Smitty's Lawn & Garden Equipment  
2300 Rogers Rd.  
Olathe, KS. 66062  
Phone: 913-642-2489  
www.smittyslg.com



## Invoice Estimate

153297

ALL SALES ARE FINAL ON SERIALIZED EQUIPMENT, SPECIAL ORDERS AND ELECTRICAL PARTS. RETURNS FOR STOCKING PARTS MUST BE WITHIN 30 DAYS AND HAVE A RECEIPT. THANK YOU FOR YOUR BUSINESS!

Bill To				Ship To		
City Of Edgerton 404 E Nelson Edgerton, KS 66021						
Customer	Contact	Customer Tax Number	Phone	Cell Phone	Transaction	PO Number
47324	Dana Rockers	KSXYQSRU6D	(913) 893-6231	(816) 506-4447	Estimate	
Counter Person	Sales Person	Date Printed	Reference	Email Address		Department
Jim	Jim	03/17/25	153297	invoice@edgertonks.org		Sales Retail

### Section 1 SCAG MOWERS

Model	Line	Description	Ordered	B/O'd	Shipped	List	Net	Amount
SVRII-48V-22FX	SGEW	SCAG V-RIDE II 48" 22 HP KAWASAKI	1		1	\$12,758.90	\$8,900.00	\$8,900.00
STTii-72V-40BV-EFI	SGEW	TurfTiger 2 72" 40hp VanFI	1		1	\$21,173.90	\$15,275.00	\$15,275.00

Section 1 SubTotal \$24,175.00

### Section 2 HUSTLER MOWERS

Model	Line	Description	Ordered	B/O'd	Shipped	List	Net	Amount
943126	HTEW	Super S 48" FX691	1		1	\$9,414.90	\$8,559.00	\$8,559.00
943936	HTEW	Super Z 72" FX1000efi	1		1	\$14,694.90	\$13,359.00	\$13,359.00
944017	HTEW	Super Z HD 72" FX1000efi	1		1	\$16,190.90	\$14,719.00	\$14,719.00

Section 2 SubTotal \$36,637.00

Invoice Total \$60,812.00

Sales Tax \$0.00

Grand Total \$60,812.00

NO RETURNS ALLOWED ON SERIALIZED EQUIPMENT.....EQUIPMENT FAILURES WILL BE SERVICED AND HANDLED ACCORDING TO THE MANUFACTURERS WARRANTY POLICY.

Notes:

Customer acknowledges receipt thereof:

**Customer:**

**Quotes are valid for 30 days from the creation date or upon contract expiration, whichever occurs first.**

**A Purchase Order (PO) or Letter of Intent (LOI) including the below information is required to proceed with this sale. The PO or LOI will be returned if information is missing.**

Vendor: Deere & Company

- ☐ 2000 John Deere Run  
Cary, NC 27513

- ☐ Signature on all LOIs and POs with a signature line

- ☐ Contract name or number; or JD Quote ID

- ☐ Sold to street address

- ☐ Ship to street address (no PO box)

- ☐ Bill to contact name and phone number

- ☐ Bill to address

- ☐ Bill to email address (required to send the invoice and/or to obtain the tax exemption certificate)

- ☐ Membership number if required by the contract

**For any questions, please contact:**

**Kevin Bradford**

Heritage Tractor, Inc.  
915 Industrial Road  
Baldwin City, KS 66006

Tel: 785-594-6486

Fax: 785-594-6719

Email: [kbradford@heritagetractor.com](mailto:kbradford@heritagetractor.com)

Quotes of equipment offered through contracts between Deere & Company, its divisions and subsidiaries (collectively "Deere") and government agencies are subject to audit and access by Deere's Strategic Accounts Business Division to ensure compliance with the terms and conditions of the contracts.



**JOHN DEERE**

*Heritage*  
**TRACTOR**

**Quote Id:** 32478719

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**ALL PURCHASE ORDERS MUST BE MADE OUT  
TO (VENDOR):**

Deere & Company  
2000 John Deere Run  
Cary, NC 27513  
FED ID: 36-2382580  
UEID: FNSWEDARMK53

**ALL PURCHASE ORDERS MUST BE SENT  
TO DELIVERING DEALER:**

Heritage Tractor, Inc.  
915 Industrial Road  
Baldwin City, KS 66006  
785-594-6486  
hti@heritagetractor.com

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Prepared For:

**CITY OF EDGERTON**



**Proposal For:**

**Delivering Dealer:**

Kevin Bradford

Heritage Tractor, Inc.  
915 Industrial Road  
Baldwin City, KS 66006

hti@heritagetractor.com

**Quote Prepared By:**

Kevin Bradford  
kbradford@heritagetractor.com

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Date: 14 March 2025

Offer Expires: 14 April 2025

*Confidential*

**ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):**

Deere & Company  
2000 John Deere Run  
Cary, NC 27513  
FED ID: 36-2382580  
UEID: FNSWEDARMK53

**ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:**

Heritage Tractor, Inc.  
915 Industrial Road  
Baldwin City, KS 66006  
785-594-6486  
hti@heritagetractor.com

### Quote Summary

**Prepared For:**

CITY OF EDGERTON  
404 E NELSON ST  
EDGERTON, KS 66021  
Business: 913-893-6231  
Mobile: 913-292-4077  
CFORRESTER@EDGERTONKS.ORG

**Delivering Dealer:**

**Heritage Tractor, Inc.**  
Kevin Bradford  
915 Industrial Road  
Baldwin City, KS 66006  
Phone: 785-594-6486  
kbradford@heritagetractor.com

**Quote ID:** 32478719  
**Created On:** 14 March 2025  
**Last Modified On:** 18 March 2025  
**Expiration Date:** 14 April 2025

Equipment Summary	Suggested List	Selling Price	Qty	Extended
JOHN DEERE Z970R ZTrak	\$ 22,017.00	\$ 16,953.09 X	1 =	\$ 16,953.09

**Contract:** KS NASPO Ground Mtn 56920 (PG K7 CG 22)

**Price Effective Date:** March 6, 2025

**Equipment Total** **\$ 16,953.09**

Trade In Summary	Qty	Each	Extended
2015 JOHN DEERE OUTLAW - BB061ZT74002151006	1	\$ 1,800.00	\$ 1,800.00
PayOff			\$ 0.00
Total Trade Allowance			\$ 1,800.00
<b>Trade In Total</b>			<b>\$ 1,800.00</b>

\* Includes Fees and Non-contract items

**Quote Summary**

<b>Equipment Total</b>	<b>\$ 16,953.09</b>
Trade In	\$ (1,800.00)
<b>SubTotal</b>	<b>\$ 15,153.09</b>
Est. Service	\$ 0.00
Agreement Tax	
<b>Total</b>	<b>\$ 15,153.09</b>
Down Payment	(0.00)

Salesperson : X \_\_\_\_\_

Accepted By : X \_\_\_\_\_



JOHN DEERE

*Heritage*  
TRACTOR

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**ALL PURCHASE ORDERS MUST BE MADE OUT  
TO (VENDOR):**

Deere & Company  
2000 John Deere Run  
Cary, NC 27513  
FED ID: 36-2382580  
UEID: FNSWEDARMK53

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**ALL PURCHASE ORDERS MUST BE SENT  
TO DELIVERING DEALER:**

Heritage Tractor, Inc.  
915 Industrial Road  
Baldwin City, KS 66006  
785-594-6486  
hti@heritagetractor.com

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Rental Applied

(0.00)

**Balance Due**

**\$ 15,153.09**

Salesperson : X \_\_\_\_\_

Accepted By : X \_\_\_\_\_

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*Confidential*



# Selling Equipment

**Quote Id:** 32478719      **Customer Name:** CITY OF EDGERTON

**ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):**

Deere & Company  
2000 John Deere Run  
Cary, NC 27513  
FED ID: 36-2382580  
UEID: FNSWEDARMK53

**ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:**

Heritage Tractor, Inc.  
915 Industrial Road  
Baldwin City, KS 66006  
785-594-6486  
hti@heritagetractor.com

## JOHN DEERE Z970R ZTrak

**Hours:**

**Suggested List \***

**Stock Number:**

**\$ 22,017.00**

**Contract:** KS NASPO Ground Mtnc 56920 (PG K7 CG 22)

**Selling Price \***

**Price Effective Date:** March 6, 2025

**\$ 16,953.09**

\* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
2215TC	Z970R ZTrak	1	\$ 20,569.00	23.00	\$ 4,730.87	\$ 15,838.13	\$ 15,838.13
<b>Standard Options - Per Unit</b>							
001A	United States/Canada	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
1041	24x12N12 Michelin X Tweel Turf for 72 In. Decks	1	\$ 1,448.00	23.00	\$ 333.04	\$ 1,114.96	\$ 1,114.96
1506	72 In. Side Discharge Mower Deck	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
2093	Fully Adjustable Suspension Seat with Armrests (24" High Back)	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
<b>Standard Options Total</b>			<b>\$ 1,448.00</b>		<b>\$ 333.04</b>	<b>\$ 1,114.96</b>	<b>\$ 1,114.96</b>
<b>Value Added Services Total</b>			<b>\$ 0.00</b>			<b>\$ 0.00</b>	<b>\$ 0.00</b>
<b>Total Selling Price</b>			<b>\$ 22,017.00</b>		<b>\$ 5,063.91</b>	<b>\$ 16,953.09</b>	<b>\$ 16,953.09</b>

# Trade-in

**Quote Id:** 32478719**Customer Name:** CITY OF EDGERTON**ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):**

Deere & Company  
2000 John Deere Run  
Cary, NC 27513  
FED ID: 36-2382580  
UEID: FNSWEDARMK53

<b>2015 JOHN DEERE OUTLAW</b> <b>SN# BB061ZT74002151006</b>	
<b>Machine Details</b>	
<b>Description</b>	<b>Net Trade Value</b>
<b>2015 JOHN DEERE OUTLAW</b>	<b>\$ 1,800.00</b>
<b>SN# BB061ZT74002151006</b>	
<b>Your Trade In Description</b>	
<b>Additional Options</b>	
<b>Hour Meter Reading</b>	<b>314</b>
<b>Total</b>	<b>\$ 1,800.00</b>



**Sales • Rental • Service • Parts • Tools**

**Bonner Springs - Lee's Summit - Smithville**

**www.ColemanEquip.com**

PO #:	
Document #:	100-31326
Date:	3/13/2025



Salesman:	Ryland Gibbens
Ship Via:	
Location:	Bonner Springs

<b>CITY OF EDGERTON</b>		
PO BOX 255		
EDGERTON	KS	660210255
Contact:	(913) 893-6231	

Ship To:	

Item Number Description	Qty	Price	Amount	Disc	Subtotal	Sales Tax	Extended Amount	Back Order	Drop Ship
<b>Wholegoods On Order DO NOT INVOICE</b>									
STTII-72V-31DFI Scag Turf									
Tiger 72" Kawasaki Liquid	1.00	\$18,507.00	\$18,507.00		\$18,507.00		\$18,507.00		
Cooled DFI									
<b>Shipping &amp; Handling</b>									
Inbound Shipping	1.00								

Price on this sales quote is an estimate and is subject to change.

Final pricing and applicable programs will be established at delivery

Order cancellation and refund of deposits may be available in the event of a price increase for non-special ordered products between the date of the quote and the date of delivery

Summary of Charges	
\$0.00	Taxable
\$18,507.00	Non-Taxable
\$18,507.00	Subtotal
\$0.00	Sales Tax
\$18,507.00	Total

<b>Customer Signature</b>	<b>Date</b>
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Exempt Tax Cert #:	
Expiration Date:	

Printed:3/13/2025 10:22 AM