

**EDGERTON CITY COUNCIL
MEETING AGENDA
CITY HALL, 404 EAST NELSON STREET
May 22, 2025
7:00 P.M.**

Call to Order

1. Roll Call

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

2. Welcome

3. Pledge of Allegiance

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

4. Approve Minutes from May 8, 2025, Regular City Council Meeting

Regular Agenda

5. Declaration. At this time Council members may declare any conflict or communication they have had that might influence their ability to impartially consider today's issues.

6. Public Comments. Members of the public are welcome to present their items of concern to the City Council. The Council will not discuss or debate these items, nor will the Council make decisions on items presented during this time. Speakers should address their comments to City Council only not members of the audience or staff.

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

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

7. Outside Agency Funding Request Presentations

- Johnson County Human Services Utility Assistance
- United Community Services of Johnson County Human Service Fund
- GEHS Project Grad
- Edgerton Frontier Days
- ElevateEdgerton!

8. New Employee Introduction – Cody Walton

Business Requiring Action

9. **CONSIDER A CONTRACT WITH LK POWER SYSTEMS FOR GENERATOR MAINTENANCE AND TESTING SERVICES**
10. **CONSIDER CHANGE ORDER #4 AND FINAL ACCEPTANCE OF CONTRACT WITH BEEMER CONSTRUCTION CO. FOR SITE #1 OF THE DWYER FARMS SANITARY SEWER EXTENSION PROJECT**
11. **Report by the City Administrator**
 - Annual Review of Water Emergency and Water Conservation Plans
12. **Report by the Mayor**
13. **Future Meeting Reminders:**
 - May 13: Planning commission Meeting
 - May 22: City Council Meeting
 - June 10: Planning Commission Meeting
 - June 12: City Council Meeting
 - June 26: City Council Meeting
14. **Adjourn**

EVENTS

May 23: Out of School Ice Cream Party
May 26: Memorial Day – City Offices Closed
June 7: Summer Kick-off Block Party
June 18: Senior Lunch & BINGO
June 19: Juneteenth – City Offices Closed
June 20-21: Edgerton Frontier Days Festival

City of Edgerton, Kansas
Minutes of City Council Regular Session
May 8, 2025

A Regular Session of the City Council was held in the Edgerton City Hall, 404 E. Nelson, Edgerton, Kansas May 8, 2025. The meeting convened at 7:02 PM with Mayor Roberts presiding.

1. ROLL CALL

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

With a quorum present, the meeting commenced.

Staff in attendance:

- City Administrator, Beth Linn
- Assistant to the city Administrator, Kara Banks
- Assistant to the city Administrator, Trey Whitaker
- Interim City Clerk, Alex Firth
- City Attorney, Todd Luckman
- Public Works Director, Dan Merkh
- CIP Project Manager, Holly Robertson
- Finance Director, Karen Kindle
- Senior Accountant, Justin Vermillion
- Development Services Director, Zach Moore
- Parks and Recreation Director, Levi Meyer
- Construction Inspector, Todd Veeman
- Public Works Foreman, Chase Forester

2. WELCOME. Mayor Roberts welcomed all in attendance.

3. PLEDGE OF ALLEGIANCE. All present participated in the Pledge of Allegiance.

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

4. Approve Minutes from April 24, 2025, Regular City Council Meeting

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

Regular Agenda

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

6. **Public Comments.**

Mr. Bill La Falce discussed the flooding along West 4th Street around his home and his neighbors' homes. He requested Council create a plan to come up with a solution. He stated he has spent thousands of dollars on foundation repairs and drainage. He stated he felt that his neighborhood is being put second after the rest of the city with maintenance and snow removal. He stated that he feels like there could be better use of the money that is being made in the city. He thanked the Council for listening and he requested the name and email address of someone to whom he can send videos and photos of his property.

There were no additional public comments.

Business Requiring Action

7. **CONSIDER THE 2024 AUDIT OF FINANCIAL STATEMENTS AS PRESENTED BY VARNEY & ASSOCIATES**

April Swartz with Varney and Associates presented the annual audit to the Council. She stated that they work for the Governing Body and explained their process. She walked through the auditor's report and stated the City received a clean audit for 2024. The audit covers each fund that the City holds, including water and sewer utilities. She stated there were no violations during the audit. All funds had either a positive or zero balance. She stated city staff provided extra information for additional transparency and specifically referenced page 16 is where the auditors demonstrated the City's compliance with Kansas Budget Law.

Council members had no questions. City Administrator Beth Linn thanked the City's finance team for their work.

Mayor Roberts requested a motion to approve the audit.

With no further questions or comments, Councilmember Longanecker moved to approve, seconded by Councilmember Malloy. The motion carried, 4-0.

8. **CONSIDER AWARD OF CONSTRUCTION TO SUNFLOWER PAVING, INC. FOR THE 2025 STREET PRESERVATION PROGRAM CURB WORK IN THE AMOUNT OF \$87,440.02**

Mr. Todd Veeman presented the item to Council. He stated that on April 23rd there was a public bid with 7 submitted bids, which included a base bid and two alternate bids. He added that later this year, staff will bring back an item for approval to complete the Pavement Condition Index as part of the City's annual Street Preservation Program. Staff recommends awarding the contract to Sunflower Paving for the base and both alternates.

Councilmember Longanecker asked if we had investigated Sunflower Paving company. Mr. Veeman replied that this company does a lot of work in Topeka and staff did check references, which all came back positive.

Councilmember Longanecker asked about the work that would be completed. Mr. Veeman responded that there is quite a bit of curb damage at LPKC that will be fixed by this project as well as curb work on the residential side.

With no further questions or comments, Mayor Roberts requested a motion to approve a contract with Sunflower Paving.

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

9. CONSIDER CHANGE ORDER #1 TO CONTRACT WITH REDFORD CONSTRUCTION INC. FOR PHASE 1 OF THE DWYER FARMS WATER CONNECTIONS PROJECT FOR \$130,645

Mr. Dan Merkh presented the change order for Redford Construction. He stated new homes have been tied into City's water system and now staff is requesting a second connection, which is considerably larger and more complex than the other. The cost for this second connect is \$130,645, but the funding would be covered by the RHID.

Councilmember Longanecker asked why the cost was so much higher. Mr. Merkh responded that the first connection required fairly simple construction over a short distance, but this one requires a much longer connection with a valve and a vault. This second connection is more than double the length of the first. He added the construction is much more complicated as well, but the total cost is still well below what the City budgeted for this project based on the engineer's estimate.

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

10. CONSIDER ORDINANCE NO. 2179 ADOPTING THE RECOMMENDATION OF THE EDGERTON PLANNING COMMISSION TO APPROVE APPLICATION PUD2025-0001 FOR A REVISED PLANNED UNIT DEVELOPMENT CONCEPT PLAN FOR 80.4 ACRES OF LAND LOCATED AT THE SOUTHWEST CORNER OF 207TH STREET/BRAUN STREET AND 8TH STREET/EDGERTON ROAD IN EDGERTON, KANSAS

Mr. Moore presented Ordinance No. 2179, which is a request for a revised PUD for the entire Dwyer Farms development. He stated that two phases of the PUD have already been approved. He stated during the design for upcoming phase three, the applicants added 4 more lots and removed one stormwater tract. Code requires Council approval any time there is an increase in density. Mr. Moore stated all the approval conditions from the initial PUD are still included in this request and added that Planning Commission recommended approval unanimously.

Councilmember Longanecker stated this change removes a planned tract for storm water retention and he is concerned that there will be an issue, especially with hearing from Mr. La

False earlier in this meeting. Councilmember Conus echoed Councilmember Longanecker's concern.

Mr. Moore responded that the engineers have looked at it and do not believe there will be any issues because the storm water will be redirected to another area.

Councilmember Longanecker stated flooding has been an issue in the past and he does not want it to be a problem going forward.

With no further comments or questions, Mayor Roberts requested a motion to approve Ordinance 2179.

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

11. CONSIDER THE PURCHASE OF A 2025 RAVO I5 STREET SWEEPER FROM RED EQUIPMENT

Mr. Chase Forester presented the request to purchase a new street sweeper. He stated the street sweeper was included in the Vehicle and Equipment Replacement schedule that the Council sees each year. The lifespan of this equipment was downgraded from 10 years to 7 years. The current street sweeper was purchased in 2016, and it is facing more downtime for repairs. He added that it is a mechanical sweeper and does not do as good of a job as staff would like. He reviewed the available options for street sweepers. Staff is recommending a vacuum truck because it would be more in line with the needs in town and at LPKC. He stated that while sweeper technology has developed significantly in the past decade, there are few retailers. Staff recommends purchasing a RAVO R5 with a price not to exceed \$330,000.

Councilmember Longanecker asked about the available options and why the City would need an articulating arm and light vacuum. Mr. Forrester stated that those would allow crews to reach into storm boxes and remove leaves and debris.

Councilmember Malloy asked if this company has local mechanics. Mr. Forrester stated they do have local repair technicians. Councilmember Malloy asked if there is a warranty and preventative maintenance plan. Mr. Forrester responded there is a warranty and local mechanics to fix it. Mr. Merkh added there is a two-year warranty on the machine, but it does not have a preventative maintenance plan.

Mayor Roberts requested a motion to approve the purchase of a RAVIO R5 Street Sweeper with a price not to exceed \$330,000.

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

Mayor Roberts recommended that staff show the new streetsweeper to Council once it is received. Councilmember Longanecker asked if there was a trade-in value on it. Mr. Merkh responded that there was not, but the City will auction the old machine online.

12. Report by the City Administrator

- CIP Project Update
 - Ms. Robertson reminded the Council about how CIP Projects are created. She stated project can be shifted based on needs, grants, funding, etc. She then reviewed all of the City's current CIP Projects.
 1. Glendell – The project is in warranty period, and they are working with the landscaping contractor to make sure plants survived the winter and the grass looks good. She stated park signage is coming soon.
 2. Greenspace – The project is substantially complete. A few items remaining, including the sidewalk concrete issue, final connection to the back-up generator and some minor punch list items.
 3. Dwyer Sanitary Sewer – This project is substantially complete. Site 2 and 3 are in active design. Once preliminary design is finished, staff will begin working on the STAG grant requirements, which will offset some of the costs.
 4. E 2nd Street Reconstruction – The contract was awarded in April 2025 and a public meeting was held on Tuesday. She stated construction could begin in early June.
 5. Street Preservation Program – She stated the 2025 contract was awarded tonight.
 6. Pavement condition index – She stated the City is still awaiting KDOT grant award notice. Once that is received, staff will put together the project documents.
 7. CDBG sanitary sewer rehab – She stated the City has not received the agreement from Johnson County yet due to confusion with president's executive order pausing grants.
 8. Lead and Copper – The service line inventory is complete, but staff is now keeping it up to date. She stated currently galvanized pipe is not required to be replaced, but it might be in the future. The City's consultant is working on creating SOP's for keeping the inventory up to date.
 9. Trails Master Plan – She stated the first draft is in review and there will be more public engagement coming this summer
 10. Martin Creek Park Exploration – This project is set to go out for bids this summer.
 11. Tech Specs – She stated the water and sanitary sewer technical specifications are complete. The City has begun drafting general specs and streets specs.

12. Space Needs Study – This study aims to utilize City Hall more efficiently and effectively to house all staff and also includes historic preservation of Grange Hall, which is City Hall.

13. Upcoming – Safe Streets 4 All – She stated that federal funding is muddled, and staff is still working on that agreement with FHWA.

14. 2026 Street Prez and 2027 CARS project in planning.

She also summarized the City's grant awards, which total roughly \$2.4 million

- **1ST Quarter Community Development Report**

- Mr. Moore presented the 1st Quarter Community Development Report. He stated there were 30 residential permits and 4 non-residential permits issued.

He stated there were 218 building inspections, the majority of which were for new home construction. The total permit valuation came in at over \$10 million last quarter.

He stated 32 homes currently have permits at Dwyer Farms and he welcomed the new residents who moved into their home today after closing.

He stated IHOP plans to open in late May next to the TA Express along Homestead and 200th Street.

He reviewed the code enforcement and animal control statistics from the 1st Quarter.

Councilmember Conus asked what projects made up the \$6 million in non-residential permits last quarter. Mr. Moore responded it was mostly Maverik and the tenant finishes at IP IX, where a new Lennox distribution center is moving in.

13. Report by the Mayor

Mayor Roberts welcomed the new residents at Dwyer Farms. He stated they do have two model homes open from 11am-6pm Tuesday through Sunday. He stated a ribbon cutting will be held before it gets too hot.

He invited the public and Council to a ribbon cutting for IHOP on May 27th at 8:30am.

He concluded his report with updates on the Maverik building site, which started pouring footings today. He believes that it will spark more development along the Homestead corridor.

14. Future Meeting Reminders

Mayor Roberts reminded the Council of the future meetings for the Council and Planning Commission. He then requested an executive session for contract negotiations and told the audience he believes there will be a motion after the executive session is complete.

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

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

The executive session will start at 8:03 PM and last 20 minutes. The open meeting will resume in the Council Chambers at 8:23 PM.

Councilmember Malloy moved to recess into executive session pursuant to K.S.A 75-4319(B)(2) for the purpose of discussing contract negotiations. Councilmember Lebakken seconded the motion. The meeting recessed into executive session at 8:03 PM, 4-0.

Councilmember Lebakken moved to return to open session with no action being taken. Second by Councilmember Conus. The motion passed unanimously and the open session resumed at 8:23 PM.

16. WALK ON ITEM: CONSIDER DEVELOPMENT AGREEMENT WITH TURNER & COMPANY, INC

Ms. Linn presented a development agreement with Turner and Company. She stated this agreement calls for a new mixed-use development at the corner of US 56/Sunflower Road and 199th Street. The agreement calls for a minimum of 600 new housing units on 44 acres and at least 60,000 sq. ft. of commercial space on 15 acres. She stated this is not an intermodal or logistics related development.

Ms. Linn stated this project requires a lot of infrastructure development that is outside of the four corners of the property that the developer owns. She added Turner and Company would be responsible for developing the intersection and sewer extension, force main and lift station. The company would also front the costs of a concept phase for proposed wastewater system improvement.

Ms. Linn stated the agreement contemplates a Reinvestment Housing Incentive District (RHID) and Community Improvement District (CID) to pay for the infrastructure upgrades. Incentives are capped at \$32.6 million. The districts will collapse once the cap is reached. She added this is the first step in many more to come, including planning and zoning and statutory requirements for RHID. The developer would qualify for sales tax exemption for construction.

Ms. Linn stated the agreement has several timelines, including an 80% completion by the end of 2034. The developer can terminate any time before December 2025.

She stated there have been two updates to the agreement: 1) adding time to cure and 2) changing the amount to \$50,000 or less for the cost of the concept plan for sewer system improvements.

Mayor Roberts invited Derek Turner to introduce himself. Derek Turner stated his dad started the company and his son also works with the company so theirs is now a third-generation family business. He stated the reason they found this project is because a friend of his in Oklahoma owns the property. He added there are several issues with the area and the land that will require problem solving, but he is excited to develop the area.

The Mayor stated that the City has checked out their developments in the Oklahoma City area and he thinks that they will be a great partner for this project.

Mayor Roberts asked Council if they had any questions. There were none. He then asked for a motion to approve with Ms. Linn's suggested changes and authorizing the Mayor to sign the agreement. Councilmember Lebakken made the motion, seconded by Councilmember Longanecker. The vote passed unanimously, 4-0.

17. Adjourn

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

Submitted by Kara Banks, Assistant to the City Administrator.

DATE: May 22, 2025

TO: Mayor and City Council Members

FROM: Beth Linn, City Administrator
Kara Banks, Assistant to the City Administrator

SUBJECT: Outside Agency Funding Requests

As part of the annual budget process, outside agencies that serve Edgerton residents are invited to make a request for a donation. For the past several years, seven outside agencies and/or groups have made requests. To more effectively plan for these requests, staff in 2025 created a new request form for each agency to fill out in advance of tonight's meeting.

Of those agencies that solicit donations from the City, five submitted requests in advance. They are:

- ElevateEdgerton!
- Johnson County Human Services Utility Assistance Fund
- United Community Services
- Project Grad
- Frontier Days Association

Two groups did not submit their requests in advance:

- Robert Cook Memorial Scholarship
- Miami County Conservation

The donation request forms are included in the Council packet. They include information about the organization or event, how the donation would be used, how many people are served, the number of Edgerton residents served, and the percentage of the event or organization's total budget that Edgerton's donation supports. A summary table is attached to this memo.

Also included with this memo is a spreadsheet showing each organization's previous five years of requests and funding awarded, as well as a memo from ElevateEdgerton! detailing the scope of their contract for 2026.

Staff would like to note a few items:

- Miami County Conservation has not invoiced the City for their approved donation for the past two years.
- Frontier Days donation does not include traffic control, staff time, overtime for safety and security personnel, and City-sponsored advertising for the event
- Robert Cook Memorial Scholarship awarded a scholarship to an Edgerton student in 2025

ACTION: Staff requests City Council provide preliminary recommendations for funding to be included in the Draft 2026 Budget. Final funding request amounts will be considered during the adoption of the 2026 Annual Budget in the fall.

Summary of 2026 Outside Funding Agencies

05.22.2025 City Council Meeting

Agency	2024 Funding Approved	24 Edgerton Residents Served	Total Served	2025 Requested	25 Edgerton Residents	25 Total Served	% of Budget From City of Edgerton
Johnson County Utility Assitance	\$ 1,500	5	1,795	\$ 1,800	10	N/A	1%
UCS Human Service Fund	\$ 5,000	76	65,000	\$ 5,000	75-100	50,000	1%
GEHS Project Grad	\$ 5,000		427	\$5,000 - \$7,000		427	12-13%
Frontier Days	\$ 30,000	150-200	500	\$ 35,000	300	700-800	40%
ElevateEdgerton!	\$ 67,500	7500	7,500	\$ 67,500	7500	7,500	25%

Funding ONLY
used for Edgerton
households.

Outside Agency Funding Requests History:

Approved Budget	2021	2022	2023	2024	2025	2026 Requested
Project Grad	\$ 2,000.00	\$ 2,000.00	\$ 5,000.00	\$ 6,000.00	\$ 5,000.00	\$ 5,000.00
Robert Cook Memorial			\$ 2,000.00	\$ 1,000.00	n/a	n/a
Frontier Days*	\$ 28,000.00	\$ 25,000.00	\$ 27,500.00	\$ 30,000.00	\$ 30,000.00	\$ 35,000.00
JoCo Utility Asst.	\$ 2,000.00	\$ 2,000.00	\$ 1,500.00	\$ 2,000.00	\$ 1,500.00	\$ 1,800.00
United Community Service	\$ 2,000.00	\$ 2,500.00	\$ 2,500.00	\$ 3,000.00	\$ 5,000.00	\$ 5,000.00
Miami Co Conservation	\$ 4,000.00	\$ 4,000.00	\$ 5,000.00	\$ 5,000.00	\$ 2,500.00	n/a
ElevateEdgerton!	\$ 65,000.00	\$ 65,000.00	\$ 65,000.00	\$ 65,000.00	\$ 67,500.00	\$ 67,500.00

Funding Request for FY 2026

Organization Name: _____

Primary Contact: _____

Phone: _____ Email: _____

Amount Requested: \$ _____ Date Funds Needed By: _____

Please note - to release approved funds, the City of Edgerton needs a current W-9 on file.

Tell us about your event or organization: _____

Number of Edgerton residents served last year: _____

Total number of people served last year: _____

If you received funding from Edgerton this year, describe how that funding is used:

Anticipated number of Edgerton residents served with the new funding request: _____

Total anticipated number of people served with this new funding request: _____

What percentage of your event/program budget is funded by the City of Edgerton? _____

Describe how you plan to use the funding requested for next year:

Applications are due by May 1. Requesting organizations/agencies are required to have a representative present the request to Council on May 22, 2025 at 7:00PM. Any presentation materials are due to cityclerk@edgertonks.org by May 16, 2025.

Please note: funding requests are not finalized until the budget is approved in September.

Funding Request for FY 2026

Organization Name: _____

Primary Contact: _____

Phone: _____ Email: _____

Amount Requested: \$ _____ Date Funds Needed By: _____

Please note - to release approved funds, the City of Edgerton needs a current W-9 on file.

Tell us about your event or organization: _____

Number of Edgerton residents served last year: _____

Total number of people served last year: _____

If you received funding from Edgerton this year, describe how that funding is used:

Anticipated number of Edgerton residents served with the new funding request: _____

Total anticipated number of people served with this new funding request: _____

What percentage of your event/program budget is funded by the City of Edgerton? _____

Describe how you plan to use the funding requested for next year:

Applications are due by May 1. Requesting organizations/agencies are required to have a representative present the request to Council on May 22, 2025 at 7:00PM. Any presentation materials are due to cityclerk@edgertonks.org by May 16, 2025.

Please note: funding requests are not finalized until the budget is approved in September.

Funding Request for FY 2026Organization Name: GEHS Project GraduationPrimary Contact: Jennie AdrianPhone: 913.485.6191 Email: jburkin@yahoo.comAmount Requested: \$ 5,000-\$7,000 Date Funds Needed By: Jan/Feb. 2026

Please note - to release approved funds, the City of Edgerton needs a current W-9 on file.

Tell us about your event or organization: Project Grad is a parent + community funded supervised event held for our high school graduates on the night of their graduation. The main goal is to provide a fun, safe, alcohol + drug free celebration during this milestone night. Activities usually include game, music, food, entertainment, + prizes (lots). We try to give each student a
Number of Edgerton residents served last year: the school said they don't have that info ^{also} \$100 to those who stay till the end of the nightTotal number of people served last year: up to 427

If you received funding from Edgerton this year, describe how that funding is used:

This year the funds were used to rent buses/drivers + a venue (Serve) for the student
The organization is also providing food + prizesAnticipated number of Edgerton residents served with the new funding request: again the school does not have this info.Total anticipated number of people served with this new funding request: up to 427What percentage of your event/program budget is funded by the City of Edgerton? approx 12-13% Sorry.Describe how you plan to use the funding requested for next year: Our vision as of now is to hold the event @ the high school + fill all the gyms + areas surrounding w/ tons of activities + entertainment. We will also have lots of food + tons of really great prizes. We also hope to give an attractive cash amount to each student who stays til the end.Applications are due by May 1. Requesting organizations/agencies are required to have a representative present the request to Council on May 22, 2025 at 7:00PM. Any presentation materials are due to cityclerk@edgertonks.org by May 16, 2025.**Please note: funding requests are not finalized until the budget is approved in September.**

Funding Request for FY 2026Organization Name: Frontier DaysPrimary Contact: Tina Mathos, treasurerPhone: 913-687-6735Email: tinamathos@gmail.comAmount Requested: \$ 35,000Date Funds Needed By: April 1, 2026

Please note - to release approved funds, the City of Edgerton needs a current W-9 on file.

Tell us about your event or organization: Edgerton Frontier Days is a local group of citizens who provide an annual festival in June for families to come together to celebrate our small town.

Number of Edgerton residents served last year: 150-200Total number of people served last year: 500

If you received funding from Edgerton this year, describe how that funding is used:

City funding allows us to offer concerts and other types of entertainment such as kids activities, food vendors, street level performances through the event

Anticipated number of Edgerton residents served with the new funding request: 300Total anticipated number of people served with this new funding request: 700-800What percentage of your event/program budget is funded by the City of Edgerton? about 40%

Describe how you plan to use the funding requested for next year:

Next year we are wanting to bring back larger performances and explore rides for the carnival again.

Applications are due by May 1. Requesting organizations/agencies are required to have a representative present the request to Council on May 22, 2025 at 7:00PM. Any presentation materials are due to cityclerk@edgertonks.org by May 16, 2025.

Please note: funding requests are not finalized until the budget is approved in September.

Funding Request for FY 2026

Organization Name: _____

Primary Contact: _____

Phone: _____ Email: _____

Amount Requested: \$ _____ Date Funds Needed By: _____

Please note - to release approved funds, the City of Edgerton needs a current W-9 on file.

Tell us about your event or organization: _____

Number of Edgerton residents served last year: _____

Total number of people served last year: _____

If you received funding from Edgerton this year, describe how that funding is used:

Anticipated number of Edgerton residents served with the new funding request: _____

Total anticipated number of people served with this new funding request: _____

What percentage of your event/program budget is funded by the City of Edgerton? _____

Describe how you plan to use the funding requested for next year:

Applications are due by May 1. Requesting organizations/agencies are required to have a representative present the request to Council on May 22, 2025 at 7:00PM. Any presentation materials are due to cityclerk@edgertonks.org by May 16, 2025.

Please note: funding requests are not finalized until the budget is approved in September.



To: Edgerton City Council

From: James Oltman – President, ElevateEdgerton!

Re: 2026 Contract for Economic Development Services

Date: 5/14/2025

Overview

ElevateEdgerton! has been operating as a 501(c)6 membership-based organization since the beginning of 2017. Since formation ElevateEdgerton! has contracted with the City of Edgerton for Economic Development Services and in consultation with the City of Edgerton, ElevateEdgerton! has focused its efforts on residential development recruitment, commercial development recruitment, workforce development efforts and being a resource in the continued growth of Logistics Park Kansas City.

Prior to the formation of ElevateEdgerton! in 2017 the City of Edgerton previously executed a contract for Economic Development Services with the Southwest Johnson County Economic Development Corporation (SWJCEDC). At that time, SWJCEDC split their efforts between the City of Edgerton, the City of Gardner, and New Century Airfield.

The purpose/mission of ElevateEdgerton! (EE!) is to promote/facilitate organized growth of the Edgerton, KS and Logistics Park Kansas City (LPKC) community by taking advantage of opportunities available because of the Burlington Northern Santa Fe Intermodal Facility.

2024-2025 ElevateEdgerton! Officers

Ben Gasper – Chair – SMH Consultants
Preston Moore – Vice-Chair – Nabholz Construction

2024-2025 ElevateEdgerton! Officers

Preston Moore – Chair – Nabholz Construction
Matt Ambrose – Vice-Chair – Ambrose



2026 Scope of Economic Development Services

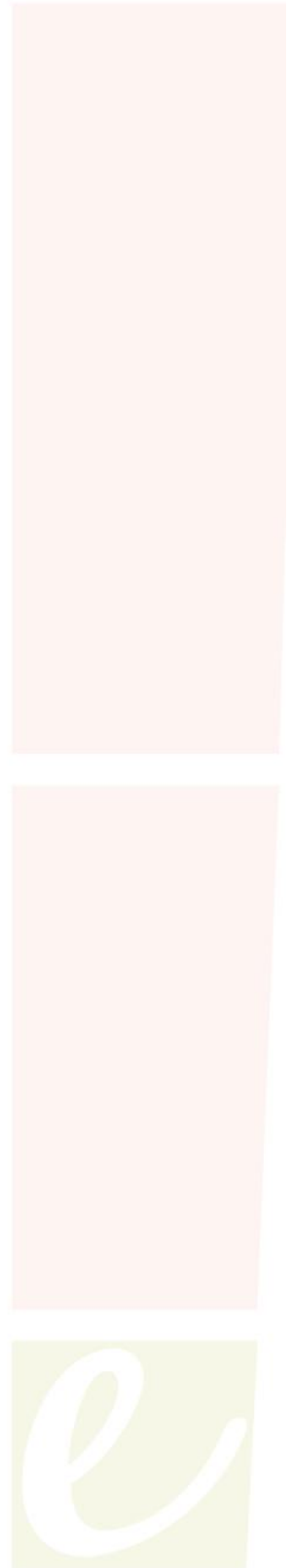
- Housing development efforts
 - Raise awareness in the development community of Edgerton as a viable development market
 - Maintain and update inventory of properties well positioned for residential development
 - Meet with potential housing developers about new residential construction in Edgerton
 - Compile data relevant to aiding housing development efforts
- Retail/commercial recruitment efforts
 - Continue to assess the needs of the community and proceed accordingly
 - Maintain and update marketing material specifically geared towards commercial recruitment
 - Attend events and meetings geared towards active recruitment of retail/commercial
- Workforce
 - Host quarterly LPKC appreciation luncheons for all LPKC tenants
 - Partner with USD 231 on apprenticeship opportunities
 - Regional marketing for LPKC employment opportunities
- Represent Edgerton within the following organizations:
 - Team Kansas
 - Kansas Economic Development Alliance
 - Kansas City Area Development Council
 - Kansas City SmartPort
 - Johnson County Economic Research Institute
 - Southern Economic Development Council
 - Greater Kansas City Foreign Trade Zone
 - Kansas Housing Association
 - Johnson County Transportation Council



Financial terms of the 2026 Contract for Economic Development Services:

\$67,500.00 cash contribution

\$10,000 in-kind contributions from City of Edgerton Marketing and Communications employee



City Council Action Item

Council Meeting Date: May 22, 2025

Department: Public Works, Utilities, Facilities

Agenda Item: Consider a Contract with LK Power Systems for Generator Maintenance and Testing Services.

Background/Description of Item:

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

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

Three quotes were submitted, as required by our purchasing policy. The quotes ranged from \$11,050 to \$15,727. Staff recommend the selection of the lowest and best bid from LK Power Systems.

This contract/agreement is for a term of 3 years and includes language summarizing the Kansas Cash Basis Law. This agreement has been reviewed by the City Attorney; all necessary changes and adjustments have been made.

Related Ordinance(s) or Statue(s):

Funding Source: General Fund – Facilities, Sewer Fund-Treatment Plant and Sewer Fund-Lift Stations

Budget Allocated: \$15,840

x Karen E. Kindle

Finance Director Approval: Karen Kindle, Finance Director

Agenda Item: Approve the Generator Maintenance Contract with LK Power Systems in the Amount of \$11,050.

Enclosed: Generator Maintenance RFP
RFP Submission
Bid Table

Prepared by: Trey Whitaker

Project: Generator Maintenance RFP RFP Due Date: April 24, 2025						Foley		LK Power Systems		Infrastructure Solutions, LLC	
Item No.	Description	Location	kW	Unit	Quantity	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	CAT C18	BBCWWTP	600	Semi	1	\$ 1,243.10	\$2,486.20	\$ 200.00	\$2,100.00	\$ 1,282.00	\$3,177.00
				Annual	1	\$ 1,243.10		\$ 1,900.00		\$ 1,895.00	
2	MTU 4R0120 DS100	BBC Lift Station	100	Semi	1	\$ 595.44	\$1,190.88	\$ 200.00	\$1,475.00	\$ 988.00	\$1,748.00
				Annual	1	\$ 595.44		\$ 1,275.00		\$ 760.00	
3	MTU 8V1600 DS400	Essex	400	Semi	1	\$ 1,354.19	\$2,708.38	\$ 200.00	\$1,950.00	\$ 1,282.00	\$2,738.00
				Annual	1	\$ 1,354.19		\$ 1,750.00		\$ 1,456.00	
4	CAT D40-6	IMF	40	Semi	1	\$ 579.89	\$1,159.78	\$ 200.00	\$1,215.00	\$ 841.00	\$1,632.00
				Annual	1	\$ 579.89		\$ 1,015.00		\$ 791.00	
5	MTU 0M924LA	Big Industrial	80	Semi	1	\$ 636.55	\$1,273.10	\$ 200.00	\$1,455.00	\$ 988.00	\$1,846.00
				Annual	1	\$ 636.55		\$ 1,255.00		\$ 858.00	
6	CAT D80-8	EWWLS	80	Semi	1	\$ 667.65	\$1,335.30	\$ 200.00	\$1,405.00	\$ 988.00	\$1,945.00
				Annual	1	\$ 667.65		\$ 1,205.00		\$ 957.00	
7	Generac SD200	Greenspace	200	Semi	1	\$ 895.39	\$1,790.78	\$ 200.00	\$1,450.00	\$ 1,282.00	\$2,641.00
				Annual	1	\$ 895.39		\$ 1,250.00		\$ 1,359.00	
Total =						\$11,944.42		\$11,050.00		\$15,727.00	



**REQUEST FOR
PROPOSAL**

FOR

GENERATOR MAINTENANCE SERVICE



April 7, 2025

REQUEST FOR PROPOSAL FOR GENERATOR MAINTENANCE SERVICE

I. INTRODUCTION

The City of Edgerton is hereby soliciting proposals from interested contractors to provide generator maintenance services for all City owned generators.

II. SCOPE OF REQUEST

The Department of Public Works and Utility is seeking bid submissions from qualified contractors for generator maintenance for seven (7) generators at seven (7) locations/city facilities in the City of Edgerton, Kansas.

Contractors are to provide the necessary labor and parts to perform routine scheduled preventative maintenance services to facility back-up generators throughout the City of Edgerton, on a semi-annual basis and/or as requested by the contract to maintain the unit in an operable condition in accordance with the specific task noted below and the Original Equipment Manufacturers (OEM) recommendations.

A complete list of the facility back-up generator locations included the specific manufacturer, model number, serial number, KW, and specific address locations are attached. The kW ranges for the facility back-up generators are from 40 to 600.

The contractor shall supply and maintain an adequate inventory of all necessary tools, equipment and normal parts and materials for the outlined preventive maintenance task under this contract. Any repairs required beyond the standard preventive maintenance task(s) identified during an inspection, shall be documented and presented to the Utility Superintendent, or their designee prior to the commencement of any repairs.

Pricing for Preventative Maintenance services shall be offered as lump sum price for each visit to a specific facility back-up generator. This lump sum price should include all costs (labor, parts, materials, equipment, travel time, etc.) required by the contractor to perform the scope of work, including Load Tests, as specified.

All generators are offered as individual line items on the Bid Proposal Forms. Bidders shall be available and capable of performing repair services on each generator for which preventive maintenance services have been bid. The contractor shall **not charge** the City for vehicle, trip or mileage charges, fuel, or fuel surcharges for the performance of preventative maintenance.

III. SCOPE OF WORK

Term:

This agreement shall be for a term of Three (3) years. This agreement will be subject to the Kansas Cash Basis Law, K.S.A. 10-1101. Any automatic renewal of the terms of the Agreement shall create no legal obligation on the part of the City of Edgerton. The City of Edgerton is obligated only to pay periodic payments or monthly installments under the Agreement as may

lawfully be made from (a) funds budgeted and appropriated for that purpose during the City of Edgerton's current budget year or (b) funds made available from any lawfully operated revenue producing source.

Either party shall have the authority to discontinue/cancel the agreement 60 days prior to the annual renewal of the agreement.

Invoices:

All invoices shall be submitted to the City of Edgerton either mailed to 404 E Nelson Street Edgerton, KS 66021, or emailed to invoice@edgertonks.org.

Equipment:

A list of all generators to be covered under this contract can be found in **Attachment A**.

Description of Services:

For the duration of this agreement, a successful bidder during normal business hours, shall inspect the equipment, one of which will include two (2) visits per year with the descriptions of services provided below: (list may not be all inclusive, the outcome is that all equipment is maintained to allow reliable, efficient operation at any time)

- A. Engine-Fuel System
 - Main fuel supply level
 - Solenoid valve operation
 - Water in the system
 - Flexible hose connectors
 - Tank vents
 - Overflow piping unobstructed
 - All piping conditions
 - Leaks
 - Fuel Samples
- B. Lubrication System
 - Oil level
 - Oil Heater if applicable
 - Crankcase Breather
 - Leaks
- C. Cooling System
 - Fluid Level (topping off to be included up to 1 gallon per year)
 - Antifreeze condition and protection level
 - Radiator air flow
 - Radiator exterior free from debris
 - Drive belts
 - Water pumps
 - Flex hoses and connections

- Engine Coolant heater
- Duct work and louvers
- Louver motor controls if applicable
- Leaks

D. Exhaust System

- Leakage
- Drain condensate trap
- Insulation and fire hazards
- Exhaust hangars and supports

E. Battery / Charging System

- Electrolyte levels
- Terminals clean and tight
- Remove Corrosion
- Install anti corrosion rings
- Battery charger and charge rate
- Test CCA Rating

F. Electrical System

- Tighten control wires
- Check Wire chafing
- Safety and alarms
- Boxes, panels, and cabinets
- Circuit Breakers and fuses

G. Ignition system

- Ignition system- plugs, plug wires, points, coil, cap, rotor

H. Generator

- Brush length, appearance
- Commutator slip rings
- Main rotor and stator
- Bearings
- Exciter rotor and stator (PMG)
- Voltage regulator
- Unusual conditions, noises,
- vibrations, temperatures,
- and deteriorations
- Enclosure or service room clean

(Note that not all items are applicable to all equipment)

In addition to the services listed, one (1) visit per year will include services described as:

A. Oil and Filter Change

Remove the existing engine oil and recharge the engine with new manufacturer approved oil.

Remove and replace oil filters, fuel filters, and water filters (if applicable)

Record contaminated oil condition.

Dispose of contaminated oil in the appropriate, safe, and legal manner.

B. Automatic Transfer Switch Inspection: inspection the following:

Main contactor pads

Control relays and circuit boards

Control loose connections

Settings of time delays

Operation of the exercise clock, recording results

Check and record voltage sensing relays/devices

C. Load Bank Testing

Conduct a 2-Hour duration test, which includes:

Visual Inspection

Start and run generator

Connection resistive load bank to generator for testing

Record Data of KW, Percent Load applied, voltage, amps, Hz, temperature, oil pressure, run time and time stamp.

Bidder's Responsibility:

Each bidder shall fully acquaint themselves with the conditions relating to the scope and restrictions attending the execution of the work under the conditions for solicitation. It is expected that this will sometimes require on-site observation. The failure or omission of a bidder to acquaint themselves with existing conditions shall in no way relieve them of any obligation with respect to this solicitation or of this contract.

Each bidder shall utilize staff that are trained, experienced and qualified to perform all necessary generator preventive maintenance activities specified. They will ensure proper safety protocols are met as required by the manufacturer of the equipment, OSHA, and/or other Federal, State, or Local Code, Laws or Regulations.

The bidder shall develop and maintain a maintenance schedule for each generator. This will also include developing and maintaining a maintenance log or log of record for each generator, that includes the listing of all work performed, date of service, and the technician that performed the work. This log shall be shared with the Utility Superintendent or their designee, as well as included with the accompanying invoice.

The bidder will provide a rate sheet for services that are identified from the maintenance inspections. Labor rates to be included are a Technician, Engineer/Project Manager, trip charges, and costs associated with after hour worked.

All insurance is to be held by the bidder.

Warranty:

The successful bidder(s) guarantee that all service and repairs provided under this agreement shall be performed in a workmanlike manner. Any claim of defective workmanship must be provided to the successful bidder(s) by written notice prior to the termination date of this contract upon which the successful bidder(s) agrees to remedy and redo any such service(s) in a timely manner without cost to the agency.

The successful bidder(s) also warrants against defects in material and workmanship of all the successful bidder(s) part(s) or component(s) supplied hereunder for a period of one (1) year from the date of installation or until the termination date of this agreement, whichever is earlier. If any part(s) or component(s) prove defective during the aforementioned warranty period, the successful bidder(s) will at its option repair or replace any such item provided they are not damaged, abused, or affected by chemical properties.

The Contractor is not the manufacturer of repair/replacement part(s). The parts used to perform any services shall be only those that are recommended by the equipment manufacturer. All part(s) provided by the Contractor carry only those written warranties made by the manufacturer of the equipment or part and are subject to any limitations or exclusions provided by such manufacturer, except subject to the one-year time period outlined in the paragraph above.

All warranties provided by the Contractor will be void if the City fails to follow manufacturer's recommended maintenance and service guidelines, equipment is operated in excess of its rated capacity or equipment is used in applications outside its recommended use. Warranties will not apply to equipment failure caused by misuse, abuse, or improper operations. Except to the extent specified in the Warranty article or a special warranty made by the Contractor in a written Quote provided by the Contractor's authorized representative.

The successful bidder's obligation to repair, replace, or perform a service, on any defective part(s), component(s) or service shall be the agency's exclusive remedy under this agreement. Part(s), component(s) or services furnished by others to the successful bidder(s) carry the same guarantee to the agency as the successful bidder(s) receives. If the City requests parts or services not included in the agreement, it is agreed that all requested parts(s), component(s) or services supplied by the successful bidder(s) will be accepted subject to the successful bidder's Condition of Sale issued with each order.

Other Items:

Should inspection(s) indicate that repairs are necessary that are outside the scope of this contract, the Contractor shall provide the City, in writing a composite price including labor, parts, materials and related expenses for the repairs. However, the city may elect to procure bids from other vendors if deemed necessary.

Before making any repairs, outside this Agreement, the successful bidder(s) must receive prior approval from the City, or the Utility Superintendent or their designee. All repair services and parts charged against this contract must be verified and approved by the City. Invoices for repairs must include a breakdown of time (how many hours worked) and parts.

IV. SUBMISSION REQUIREMENTS

All attached documents are required as part of the submission.

- a. Submit a digital submission to the City of Edgerton prior to **4:00 pm on April 24, 2025**. The submission should be completed proposals shall be clearly marked "Generator Maintenance Service" and emailed to mmabrey@edgertonks.org. Emails received after 4pm will not be acknowledged. USB drives can also be delivered to City Hall (Attention: Mike Mabrey) prior to the submission deadline.
- b. Any subsequent addenda will be compiled and made available on the city website on April 21, 2025. Addenda must be acknowledged and included in the proposal packet as an attachment. The addenda acknowledgement does not count towards the total page count.
- c. Questions during the RFP period should be directed to the contact listed below, prior to April 18th, 2025, at 4pm:

Mike Mabrey, Utility Superintendent
mmabrey@edgertonks.org
City of Edgerton, Kansas
PO Box 255
404 East Nelson Street
Edgerton, KS 66021
Phone: (913) 893-6231

Attachments:

- a. Facility & Generator Locations

ATTACHMENT A:

GENERATOR MAINTENANCE AND REPAIR BASE BID FORM

ITEM	LOCATION AND ITEM	UNIT (S)	UNIT COST	BID TOTAL
1	CAT C18 – 600 KW 20600 Homestead Ln. Edgerton, KS 66021 / BBCWWTP			
	Semi-Annual Inspection	1		
	Annual Inspection	1		
	TOTAL			
2	MTU 4R0120 DS100 – 100 KW 32590 Homestead Ln. Edgerton, KS 66021 / Big Bull Creek Lift Station			
	Semi-Annual Inspection	1		
	Annual Inspection	1		
	TOTAL			
3	MTU 8V1600 DS400 – 400 KW 19129 Essex St. Edgerton, KS 66021 / Essex Lift Station			
	Semi-Annual Inspection	1		
	Annual Inspection	1		
	TOTAL			
4	CAT D40-6 – 40 KW 32882 W 191st St. Edgerton, KS 66021 / Intermodal Lift Station			
	Semi-Annual Inspection	1		
	Annual Inspection	1		
	TOTAL			
5	MTU 0M924LA – 80 KW 18517 Waverly Rd. Edgerton, KS 66021 / Big Industrial Lift Station			
	Semi-Annual Inspection	1		
	Annual Inspection	1		
	TOTAL			
6	CAT D80-8 – 80 KW 710 E Nelson St. Edgerton, KS 66021 / Edgerton Wastewater Lift Station			
	Semi-Annual Inspection	1		
	Annual Inspection	1		
	TOTAL			

ITEM	LOCATION AND ITEM	UNIT (S)	UNIT COST	BID TOTAL
7	GENERAC SD200 – 200 KW 303 E Nelson St. Edgerton, KS 66021 / The Greenspace **New Unit			
	Semi-Annual Inspection	1		
	Annual Inspection	1		
	TOTAL			
	TOTAL BASE BID			

Preventative Maintenance Agreement



Customer Information:

Customer Name:	City of Edgerton
Address:	404 E Nelson ST, Edgerton KS 66021
Contact Person:	Mike Mabrey, Utility Superintendent
Number:	913-893-6231
Email:	mmabrey@edgertonks.org

BBCWWTP:

Make	Model	Serial Number	KW	Location
Caterpillar	C18	EKW01561	600KW	20600 Homestead Ln. Edgerton, KS 66021

Service Schedule & Pricing:

Service Type	Description	Frequency	Price
Inspection	Operation Inspection	Semi-Annual	\$200.00
Full Service	Inspection, Oil change, Oil Filters, Fuel Filters, Oil Sample, Fuel Sample, and Coolant Sample.	Annual	\$1,000.00
2 Hour Load Bank Test	2 hour load bank test	Annual	\$900.00

Schedule:

Visit 1: Full Service & 2 Hour Load Bank Test - **\$1,900.00**

Visit 2: Inspection - **\$200.00**

Total: \$2,100

Preventative Maintenance Agreement



BIG BULL CREEK LIFT STATION:

Make	Model	Serial Number	KW	Location
MTU	4R0120 DS100	95130500802	100KW	32590 Homestead Ln. Edgerton KS, 66021

Service Schedule & Pricing:

Service Type	Description	Frequency	Price
Inspection	Operation Inspection	Semi-Annual	\$200.00
Full Service	Inspection, Oil change, Oil Filters, Fuel Filters, Oil Sample, Fuel Sample, and Coolant Sample.	Annual	\$775.00
2 Hour Load Bank Test	2 hour load bank test	Annual	\$500.00

Schedule:

Visit 1: Full Service & 2 Hour Load Bank Test - **\$1,275.00**

Visit 2: Inspection - **\$200.00**

Total: \$1,475.00

Essex Lift Station:

Make	Model	Serial Number	KW	Location
MTU	8V1600 DS400	95010601634	400KW	19129 Essex St. Edgerton, KS 66021

Preventative Maintenance Agreement



Service Schedule & Pricing:

Service Type	Description	Frequency	Price
Inspection	Operation Inspection	Semi-Annual	\$200.00
Full Service	Inspection, Oil change, Oil Filters, Fuel Filters, Oil Sample, Fuel Sample, and Coolant Sample.	Annual	\$950.00
2 Hour Load Bank Test	2 hour load bank test	Annual	\$800.00

Schedule:

Visit 1: Full Service & 2 Hour Load Bank Test - **\$1,750.00**

Visit 2: Inspection - **\$200.00**

Total: \$1,950.00

INTERMODAL LIFT STATION:

Make	Model	Serial Number	KW	Location
Caterpillar	D40-6	GLD01442	40KW	32882 W 191 ST ST Edgerton, KS 66021

Service Schedule & Pricing:

Service Type	Description	Frequency	Price
Inspection	Operation Inspection	Semi-Annual	\$200.00
Full Service	Inspection, Oil change, Oil Filters, Fuel Filters, Oil Sample, Fuel Sample, and Coolant Sample.	Annual	\$575.00
2 Hour Load Bank Test	2 hour load bank test	Annual	\$440.00

Schedule:

Visit 1: Full Service & 2 Hour Load Bank Test - **\$1,015.00**

Visit 2: Inspection - **\$200.00**

Total: \$1,215.00

Preventative Maintenance Agreement



BIG INDUSTRIAL LIFT STATION:

Make	Model	Serial Number	KW	Location
MTU	OM924LA	95130600734	80KW	18517 Waverly Rd. Edgerton, KS 66021

Service Schedule & Pricing:

Service Type	Description	Frequency	Price
Inspection	Operation Inspection	Semi-Annual	\$200.00
Full Service	Inspection, Oil change, Oil Filters, Fuel Filters, Oil Sample, Fuel Sample, and Coolant Sample.	Annual	\$775.00
2 Hour Load Bank Test	2 hour load bank test	Annual	\$480.00

Schedule:

Visit 1: Full Service & 2 Hour Load Bank Test - **\$1,255.00**

Visit 2: Inspection - **\$200.00**

Total: \$1,455.00

EDGERTON WASTEWATER LIFT STATION:

Make	Model	Serial Number	KW	Location
Caterpillar	D80-8	95130500802	80KW	710 E Nelson ST Edgerton, KS 66021

Service Schedule & Pricing:

Service Type	Description	Frequency	Price
Inspection	Operation Inspection	Semi-Annual	\$200.00
Full Service	Inspection, Oil change, Oil Filters, Fuel Filters, Oil Sample, Fuel Sample, and Coolant Sample.	Annual	\$725.00
2 Hour Load Bank Test	2 hour load bank test	Annual	\$480.00

Preventative Maintenance Agreement

**Schedule:**

Visit 1: Full Service & 2 Hour Load Bank Test - **\$1,205.00**

Visit 2: Inspection - **\$200.00**

Total: \$1,405.00

THE GREENSPACE:

Make	Model	Serial Number	KW	Location
Generac	SD200	3014793963	200KW	303 E Nelson St. Edgerton, KS 66021

Service Schedule & Pricing:

Service Type	Description	Frequency	Price
Inspection	Operation Inspection	Semi-Annual	\$200.00
Full Service	Inspection, Oil change, Oil Filters, Fuel Filters, Oil Sample, Fuel Sample, and Coolant Sample.	Annual	\$750.0
2 Hour Load Bank Test	2 hour load bank test	Annual	\$600.00

Schedule:

Visit 1: Full Service & 2 Hour Load Bank Test - **\$1,250.00**

Visit 2: Inspection - **\$200.00**

Total: \$1,450.00

Total Contract Price: \$11,050.00 ***

For and in consideration of the payment of all amounts due under this Service Quotation/Agreement, LK Power Systems agrees to provide services for the equipment, as set forth above, for an initial term of 1 year with auto renewal, commencing upon acceptance. SERVICES WILL AUTOMATICALLY RENEW UNLESS OPTING OUT OF AUTO RENEWAL. SERVICES CAN BE CANCELLED WITH 30 DAYS NOTICE PRIOR TO MONTH SERVICES DUE. The attached listing which sets forth in detail the services to be performed during a Preventative Maintenance and/or an Operation Inspection Service, as well as the attached Terms and Conditions are a part of this Agreement.

*See agreement summary

** Total does not include tax

Scope of Work



GENERATOR OPERATIONAL INSPECTION SERVICE

Engine Lube System:

- Inspect for Leaks
- Repair Minor Leaks
- Check Oil Level and Fill (1 Gal)

Engine Cooling System:

- Inspect for Leaks
- Repair Minor Leaks
- Check Belts and Hoses
- Check Coolant Level and Fill (1Gal)
- Check Coolant Freeze
- Check Inhibitors (Nitrates)
- Inspect System for Obstructions
- Inspect Radiator/Exchanger
- Inspect Pulleys for Excessive Wear
- Inspect Test System (If Required)
- Lubricate Fan Drive

Engine Air System:

- Inspect Air Cleaner
- Check Air Cleaner Indicator for Proper Operation
- Check Intake System for Damage or Loose Connections
- Inspect Crank Case Breather Systems
- Service Air Box Drains (If Applicable)

Engine Fuel System:

- Inspect for Leaks
- Repair Minor Leaks
- Check Fuel Level
- Check for Water in Fuel
- Drain Water from Water Separator
- Check Day Tank Pump and Alarms
- Inspect and Lubricate Governor Linkage
- Check Governor Oil Level (If Applicable)

Engine Electrical System:

- Check Condition of Cables and Wiring
- Check Condition of Connections
- Check Engine Alternator
- Inspect Gas Engine Ignition Systems
- Check Battery Static Charge
- Check Condition of Batteries
- Load Test Batteries
- Clean Battery Post
- Check Operation Unit Heaters
- Inspect and Test Battery Charger
- Test Starter Drop

Ac Generator:

- Inspect Guard for Loose/Missing Parts
- Inspect Ac Connections for Tightness
- Inspect Exciter and Brushes/Slip Rings
- Inspect Generator Bearing

Test Generator Without Load:

- Inspect Louvers and Duct Work
- Inspect Vibration Isolators
- Check for Abnormal Noise
- Check for Excessive Crankcase Discharge
- Check Governor Response
- Check for Operation of Remote Equipment (Fan Motors, Valves, Pumps and Louvers)

Engine Exhaust System:

- Check Engine Systems for Leaks
- Inspect Exhaust Outlet Protection
- Drain Condensation Trap (If Accessible)
- Check for Broken or Missing Hardware
- Check for Engine Wet Stacking

Engine Instrumentation:

- Check All Instruments and Lamps
- Inspect Applicable Annunciator
- Check Hour Meter Operation
- Check and Record Engine Readings:
 - Tachometer
 - Hours
 - Engine Coolant Temperature
 - Voltmeter
 - Ammeter
 - Oil Pressure at Cold/Hot Temperature

Ac Instrumentation:

- Check and Record Ac Voltage
- Check and Record Ac Frequency

Engine Protection System:

- Check Over Crank Device Operation
- Test Low Oil Pressure Shutdown
- Test Water Temp Shutdown Operation
- Test Over Speed Shutdown (If Applicable)
- Test Pre-Alarms (If Applicable)
- Check Instrument Panel Operation

Switchgear/ATS: Level 1:

- Inspect General Cleanliness
- Inspect for Signs of Moisture
- Inspect Lugs/Terminals/Connections
- Check Applicable Audio Signaling
- Check Indicating Lights

Misc:

- Wipe Down Engine and Valve Covers
- Return Controls to Operating Positions
- Perform Inspection Documentation

PREVENTATIVE MAINTENANCE SERVICE

(Includes Operational Inspection Service)

Engine Lube System: Engine Cooling System: Engine Air System:

- Change Oil
- Change Oil Filters

- Change Coolant Filters (If Applicable)

- Change Oil and Clean Elements -Wet Type (If Applicable)

Engine Fuel System:

- Change Diesel Fuel Filter(s), Primary and Secondary
- Properly Dispose of Fluids and Filters

OPTIONAL SERVICES AVAILABLE UPON REQUEST

- Laboratory Fuel Analysis
- Fuel Polishing
- Load Bank Testing
- Laboratory Oil Analysis
- Laboratory Coolant Analysis

- Battery Replacement
- Air Filter Replacement
- Coolant Flush
- Belt and Hose Replacement
- Emergency System Training

- Building Load Test
- Transfer Switch Level 3 Service
- Remote Monitoring Installation
- Fuel Delivery
- UPS Testing

Accepted by:		Submitted by:	Jacob Little
Firm Name:		Firm Name:	LK Power Systems LLC
Title:		Title	Owner / Lead Technician
Date:		Date:	04-23-2025
PO#			
Signature:		Signature:	<i>Jacob Little</i>

Terms & Conditions



These Terms and Conditions apply to all sales transactions with The LK Power Systems LLC, including quotations, purchase orders, service orders, sales orders, or similar documents:

2. **Terms Exclusive.** These Terms and Conditions and the applicable quotation, purchase order, service order, sales order or similar document constitute the complete, exclusive and final agreement (collectively, the "Agreement") of the buyer ("Buyer") and The LK Power Systems, LLC ("LK Power Systems"). All other additional or conflicting terms or conditions which may now or in the future appear on Buyer's acknowledgment, purchase order, or other similar document are expressly objected to by LK Power Systems without future notification and shall be null and void. These Terms and Conditions may only be modified, superseded or altered in writing signed by both parties. Buyer's acceptance of any performance by LK Power Systems shall be taken as Buyer's acceptance of these Terms and Conditions.

3. **Prices.** Prices are subject to change or withdrawal without notice. Unless otherwise stated in the Agreement, prices may be adjusted to and invoiced at LK Power System's price list in effect at the time of the shipment of goods or furnishing of the services. Unless otherwise stated in the Agreement, prices are exclusive of applicable taxes, excises, duties, quotation fees or other governmental impositions which LK Power Systems may be required to pay or collect on behalf of Buyer.

4. **Payment Terms; Security Interest.** Extensions of credit by LK Power Systems are subject to credit approval by LK Power Systems in its sole discretion, which may be modified or revoked by LK Power Systems at any time. Unless otherwise stated in the Agreement, payment shall be due and payable in full and without setoff within 30 days following delivery of the goods or completion of the services. Any payment not made when due shall be subject to a carrying charge of one and one-half percent (1 ½%) per month on the unpaid balance until paid in full. Buyer expressly grants to LK Power Systems a security interest in any goods, or a mechanic's or garage keeper's lien, as applicable, in respect of any services, to secure payment of the purchase price therefore and any other amounts or charges owed by Buyer to LK Power Systems. Buyer authorizes LK Power Systems (but LK Power Systems is not obligated) to file a financing statement or take such action as LK Power Systems deems advisable to evidence and perfect its security interest.

5. **Delivery; Force Majeure.** Unless otherwise stated in the Agreement, delivery of the goods, and services, if any, shall be F.O.B. point of shipment. Any delivery date specified is approximate only. Acceptance of shipment by a common carrier shall constitute tender of delivery. Upon tender of delivery, risk of loss shall pass to Buyer. Title shall pass to Buyer when the full price has been paid. Partial shipments may be made and payments therefore shall become due in accordance with the terms hereof as shipments are made and invoices rendered. If LK Power Systems is not able to meet the delivery date

specified by reason of any force majeure event beyond LK Power Systems' control, including (but not limited to) war, governmental requests, restrictions or regulations, fire, flood, casualty, accident, or other acts of God, disease or illness, including but not limited to epidemic, pandemic, or quarantine, national or state declared emergency, strikes or other difficulties with employees, supplier delays, delay or inability to obtain goods, labor, equipment, material and service through LK Power Systems' usual sources, failure, refusal or delay of any carrier to transport materials, or any other similar event, LK Power Systems shall not be liable therefor and may, in its discretion without prior notice to Buyer, postpone the delivery date(s) under this Agreement for a time which is reasonable under all the circumstances. Acceptance of the goods or services shall constitute a waiver of all claims for damages.

6. **Standard Limited Warranty; Limitations of Liability.** The LK Power Systems Standard Limited Warranty and the limitations of liability contained therein, attached as Exhibit A hereto, shall apply to the purchase and sale of goods and services under this Agreement.

7. **Indemnification.** Buyer shall indemnify, defend, and hold harmless LK Power Systems, its directors, officers, employees and their respective affiliates against any claim, demand, complaint, liability, loss, cost, damage and/or expense (including attorneys' fees, costs and expenses of litigation and settlements) incurred by LK Power Systems arising out of or as a result of this Agreement, except to the extent caused by the negligence of LK Power Systems.

8. **Claims.** Unless otherwise stated in the Agreement, claims respecting the condition of goods, compliance with specifications, or any other matter affecting goods shipped or services provided to Buyer, must be made promptly and in no event later than twenty (20) days after receipt of the goods by Buyer or the furnishing of the services by LK Power Systems. Failure of Buyer to make a claim within such 20-day period shall be deemed an unqualified acceptance of the goods or services by Buyer. Buyer shall set aside, protect, and hold such goods (without charge to LK Power Systems) without further processing until LK Power Systems has an opportunity to inspect and advise of the disposition, if any, to be made of such goods. In no event shall any goods be returned, reworked, or scrapped by Buyer without the express written authorization of LK Power Systems.

9. **Default and LK Power Systems' Remedies.** If Buyer fails to make timely payment on any sale of goods or services from LK Power Systems to Buyer, LK Power Systems, in addition to any other remedies available to it, may at its option, (a) defer further shipment or services until such payments are made and satisfactory credit arrangements are reestablished or (b) cancel the balance of any order, and Buyer shall not have any cause of action or be entitled to any offset, counterclaim, or recoupment against LK Power Systems by reason of such action. In the event of Buyer's default, LK Power Systems may exercise any and all remedies set forth in

this Agreement, any other agreement between the parties, and applicable law, all of which rights and remedies are cumulative.

10. **Collection Costs and Attorney Fees.** Buyer agrees to pay all of LK Power Systems' costs and expenses incurred in collecting payments due from Buyer (including without limitation reasonable attorney fees and costs and expenses of any collection agency).

11. **Return Policy.** Returns must be accompanied by this invoice and in the original, unopened box or packaging. A 15% restocking charge will be applied to all returned items. No returns on electrical items. No returns on special order items. No returns after 30 days from invoice date.

12. **Technical Assistance.** Unless otherwise stated in the Agreement: (a) any technical advice provided by LK Power Systems with respect to the use of goods or services furnished to Buyer shall be provided as a courtesy without charge and without warranty; (b) LK Power Systems assumes no obligation and disclaims all liability for any such advice or for any results occurring as a result of the application of such advice; and (c) Buyer shall have sole responsibility for selection and specification of the goods and services appropriate for the end use of such goods or services.

13. **Miscellaneous.** This Agreement will be governed by the laws of the State of Missouri. The exclusive venue for any dispute related to this Agreement shall be the federal and state courts located in Kansas City, Missouri. If any of the provisions hereof shall be held invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby. The individual rights and remedies of LK Power Systems reserved herein shall be cumulative and additional to any other or further remedies provided in law or equity. Waiver by LK Power Systems of performance or inaction with respect to Buyer's breach of any provision hereof, or failure of LK Power Systems to enforce any provision hereof which may establish a defense or limitation of liability, shall not be deemed a waiver of future compliance therewith or a course of performance modifying such provision, and such provision shall remain in full force and effect as written.

Entire Agreement. This Agreement, including without limitation the Terms and Conditions and any other document incorporated herein by reference, constitutes the sole and entire agreement between Buyer and LK Power Systems with respect to any order or sale of goods or furnishing of services to Buyer, superseding completely any prior or contemporaneous oral or written communications.

Warranty Details



EXHIBIT A

LK Power Systems, LLC

Limited warranty for parts and equipment:

The sole warranty provided for any part or equipment sold by The LK Power Systems, LLC (“LK Power Systems”) is to assign the warranty offered by the manufacturer or supplier to the Buyer. LK POWER SYSTEMS MAKES NO REPRESENTATION OR WARRANTY TO THE EFFECTIVENESS OR EXTENT OF SUCH MANUFACTURER OR SUPPLIER WARRANTY. LK POWER SYSTEMS EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, and does not assume or authorize any other person to assume for it any liability in connection with the sale.

Limited warranty for services:

LK Power Systems warrants its workmanship for a period of ninety (90) days from the date the services are performed (the “Warranty Period”). This warranty covers defects in LK Power Systems’ workmanship that are discovered during the Warranty Period. Buyer’s sole remedy, and LK Power Systems’ only liability, for LK Power Systems’ breach of its service warranty shall be, at LK Power Systems’ option, (i) re-performing the defective services; or (ii) refunding the purchase price paid for the defective services. LK POWER SYSTEMS EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, and does not assume or authorize any other person to assume for it any liability in connection with the sale.

Limitations of Liability:

IN NO EVENT SHALL LK POWER SYSTEMS BE LIABLE FOR ANY PUNITIVE, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR UNKNOWN DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF PROPERTY OR EQUIPMENT, LOSS OF DATA, LOSS OF USE, LOSS OF TIME, LOSS OF REVENUE, LOSS OF PROFIT, OR LOSS OF INCOME, WHETHER THE DAMAGES BE IN CONTRACT OR TORT.

LK POWER SYSTEMS’ TOTAL LIABILITY FOR ANY PARTS, EQUIPMENT, OR SERVICES SOLD SHALL NOT EXCEED THE AMOUNT PAID TO LK POWER SYSTEMS FOR SUCH PARTS, EQUIPMENT, OR SERVICES CAUSING THE LIABILITY.

City Council Action Item

Council Meeting Date: May 22, 2025

Department: Public Works

Agenda Item: Consider Change Order #4 and Final Acceptance of Contract with Beemer Construction Co. for Site #1 of the Dwyer Farms Sanitary Sewer Extension Project

Background/Description of Item:

On May 23, 2024, City Council awarded the contract with Beemer Construction Co. for construction of The Dwyer Farms Sanitary Sewer Extension. \$747,900.00. Construction began in September of 2024.

On December 13, 2024, a change order was approved by City Council for a maximum not to exceed \$52,930.61 that included additional costs to stabilize the open cut section of the bore pit where soft soil and pipe settlement issues were encountered. Additionally, the project substantial completion date was extended to account for unforeseen weather delays and delays caused by outside agencies involved in the project. After completion of the bore pit stabilization the actual amount of this change order was reduced as part of the final change order.

The change order presented tonight includes the final quantities for the project including the actual cost of the first change order approved by City Council. Change Order #4 includes costs associated with fuel for a pump to lower the water level around the bore pit after excessive rain and snow from October 2024 through March 2025. Additionally, the pumps could not run during freezing temperatures early in 2025 resulting in additional labor to defrost the pumps each workday. The table below summarizes the change orders associated with the contract with Beemer Construction for the Dwyer Sanitary Sewer Extension for Site #1.

Change Order	Description	Amount	Approval
Change Order #1	Contract revision for SRF	None	Yes, City Administrator
Change Order #2	Stabilization of bore pit	MNTE - \$52,930.61	Yes, Governing Body
Change Order #3	Additional Contract Time	None	Yes, City Administrator
Change Order #4	Weather caused high-water conditions near South Lake	\$38,991.14	No, Governing Body
Original Contract Amount		\$747,900.00	
Total Change Orders		\$91,921.75	
Final Contract Amount		\$839,821.75	

The City's Purchasing Policy sets the approval authority for change orders as summarized in the table below.

Change Order Amount	Authorizing Party
<ul style="list-style-type: none">• Less than 10% of the approved amount for the project or item; and• Less than \$15,000; and• Does not cause the project/item to exceed the budget for the project/item.	City Administrator
Greater than 10% of the approved amount for the project or item	Governing Body
Greater than \$15,000	Governing Body
Causes the project/item budget to be exceeded	Governing Body

The price for Change Order #4 of \$38,991.14 includes the final true-up of quantities for the project and additional pumping costs throughout winter months.

Contract change orders total \$91,921.75. The original contract with Beemer was \$747,900, and final contract amount is \$839,821.75.

Funding for this project is anticipated to be initially funded through Kansas Department of Health and Environment (KDHE) State Revolving Loan Fund. Long-term funding source will be Rural Housing Incentive District (RHID).

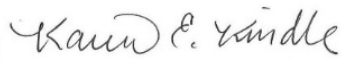
The City's contracted inspector agrees with final acceptance and will be providing a letter prior to City Council meeting.

It is the recommendation of Staff to approve Change Order #4 and approve final acceptance for Dwyer Farms Sanitary Sewer Extension project (Site #1).

Related Ordinance(s) or Statute(s):

Funding Source: KDHE State Revolving Loan Fund (short-term) and Rural Housing Incentive District (RHID) (long-term)

Budget Allocated: \$5,000,000

x 

Finance Director Approval:

Karen Kindle, Finance Director

Recommendation: Approve Change Order #4 to the Contract with Beemer Construction in the Amount of \$38,991.14 for a Final Contract Amount of \$839,821.75, and Approve Final Acceptance of Site #1 of the Dwyer Farms Sanitary Sewer Extension Project.

Enclosed:

DRAFT Change Order #4

Prepared by:

Holly Robertson, PE - CIP Project Manager

Date of Issuance: May 14, 2025

Effective Date: May 14, 2025

Owner: City of Edgerton

Owner's Contract No.:

Contractor: Beemer Construction Co., Inc.

Contractor's Project No.:

Engineer: BG Consultants, Inc.

Engineer's Project No.: 24-1021L

Project: Dwyer Sanitary Sewer Improvements


Contract Name:

The Contract is modified as follows upon execution of this Change Order:

Description: Final Quantity Adjustments, Additional Pumping Costs.

Attachments: None.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: \$ 747,900.00	Original Contract Times: Substantial Completion: <u>120</u> calendar days Ready for Final Payment: <u>150</u> calendar days
[Increase] [Decrease] from previously approved Change Orders No. <u>1</u> to No. <u>3</u> : \$ 52,930.61	[Increase] [Decrease] from previously approved Change Orders No. <u>1</u> to No. <u>3</u> : Substantial Completion: <u>130</u> calendar days Ready for Final Payment: <u>130</u> calendar days
Contract Price prior to this Change Order: \$ 800,830.61	Contract Times prior to this Change Order: Substantial Completion: <u>250</u> calendar days Ready for Final Payment: <u>280</u> calendar days
[Increase] [Decrease] of this Change Order: \$ 38,991.14	[Increase] [Decrease] of this Change Order: Substantial Completion: <u>---</u> Ready for Final Payment: <u>---</u>
Contract Price incorporating this Change Order: \$ 839,821.75	Contract Times with all approved Change Orders: Substantial Completion: <u>250</u> calendar days Ready for Final Payment: <u>280</u> calendar days

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: <u></u> Engineer (if required)	By: _____ Owner (Authorized Signature)	By: _____ Contractor (Authorized Signature)
Title: <u>Project Manager</u>	Title: _____	Title: _____
Date: <u>May 14, 2025</u>	Date: _____	Date: _____

Approved by Funding Agency (if applicable)

By: _____
Title: _____

Date: _____

**CHANGE ORDER NO. 4
DESCRIPTION OF CHANGES**

Engineer's Project. No. 24-1021L

Project: Dwyer Sanitary Sewer Improvements

Contractor: Beemer Construction Co., Inc.

Description of Changes:

Item #1 – Final Quantity Adjustments

The installed quantity of Bid Item #C03 was 306 LF less than the contract quantity.

This results in a **decrease** of **\$26,316.00** to the Construction Contract Price and no change to the Contract Times.

Item #2 – Additional Pumping Required in October/November

This item was the result of excessive rainfall in October and November that resulted in unexpected pumping needed for the project.

This results in an **increase** of **\$1,657.66** to the Construction Contract Price and no change to the Contract Times.

Item #3 – Pumping Costs due to Freezing Weather

This item was the result of below freezing weather that impacted the amount of work needed to keep the dewatering pumps running in January and February that resulted in additional costs for the project.

This results in an **increase** of **\$33,175.85** to the Construction Contract Price and no change to the Contract Times.

Item #4 – Pumping Costs in January, February and March

This item was the result of a larger 8" pump being needed to deal with stormwater and groundwater flow in and around the boring pit in January, February, and March.

This results in an **increase** of **\$30,473.63** to the Construction Contract Price and no change to the Contract Times.

Change Order #4 Quantities
Dwyer Sanitary Sewer Improvements

Bid Item No.	Description	Change in Quantity	Unit	Unit Price	Total
CO3	Pipe Trench Stabilization	-306	LF	\$ 86.00	\$ (26,316.00)
CO4	Additional Pumping Required in October/November	1	LS	\$ 1,657.66	\$ 1,657.66
CO5	Pumping Costs due to Freezing Weather	1	LS	\$ 33,175.85	\$ 33,175.85
CO6	Pumping Costs in Jan./Feb./Mar.	1	LS	\$ 30,473.63	\$ 30,473.63
				Total CO #4 =	\$ 38,991.14

DATE: May 22, 2025

TO: Mayor and City Council Members

FROM: Dan Merkh, Public Works Director

SUBJECT: Annual Review of Water Emergency, Water Conservation Plans

In September 2020, City Council Approved the Water Conservation Plan and Water Emergency Plan. The City is required to review the plans annually. If any changes are made, approval is required by City Council and submitted to the State for review and acceptance. Major revisions were completed in 2020, and no substantive revisions to the plans are recommended at this time.

In February of 2025 the City of Edgerton entered into a new contract for the purchase of water from the City of Baldwin City.

The primary objective of the Water Conservation Plan for the City of Edgerton is to develop long-term water conservation plans (Long-Term Water Use Efficiency Section) and short-term water emergency plans (Drought Response Section) to assure the City customers of an adequate water supply to meet their needs. The efficient use of water also has the beneficial effect of limiting or postponing water distribution system expansion and thus limiting or postponing the resultant increases in costs, in addition to conserving the limited water resources of the State of Kansas.

The primary objective of the Water Emergency Plan for the City is to isolate and conserve an adequate supply of potable water during emergency conditions that will be used only to sustain human life and maintain acceptable standards of hygiene and sanitation. Other topics included in the Plan include Organizational Hierarchy, Mutual Aid, Emergency Equipment and Supplies and Disaster Response. The Plan also includes critical contact information needed at time of an emergency.

Verification of Council review will be provided to the Kansas Water Office.