EDGERTON CITY COUNCIL
MEETING AGENDA
CITY HALL, 404 EAST NELSON STREET
March 27, 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 13, 2025 Regular City Council Meeting

   Motion: _____ Second: _____ Vote: ____

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. **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**

   Motion: _____ Second: _____ Vote: ____

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**

   Motion: _____ Second: _____ Vote: ____

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

    Motion: _____ Second: _____ Vote: ____

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

    Motion: _____ Second: _____ Vote: ____

12. **Report by the City Administrator**
    - Marketing & Communications Update

13. **Report by the Mayor**

14. **Future Meeting Reminders:**
    April 8: Planning Commission Meeting
    April 10: City Council Meeting
    April 24: City Council Meeting
    May 8: City Council Meeting
    May 13: Planning commission Meeting
    May 22: City Council Meeting

15. **Adjourn** Motion: _____ Second: _____ Vote: ____

EVENTS

April 3: Painting Class – Watercolor Flowers
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 13, 2025

A Regular Session of the City Council was held in the Edgerton City Hall, 404 E. Nelson, Edgerton, Kansas March 13, 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	absent
Ron Conus	present

With a quorum present, the meeting commenced.

Staff in attendance: City Clerk, Alex Clower
City Attorney, Todd Luckman
Assistant to the City Administrator, Trey Whitaker
Public Works Director, Dan Merkh
CIP Project Manager, Holly Robertson
Finance Director, Karen Kindle
Senior Accountant, Justin Vermillion
Development Services Director, Zach Moore
Parks and Recreation Director, Levi Meyer
Construction Inspector, Todd Veeman
Public Works Foreman, Chase Forrester

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 February 27, 2025 Regular City Council Meeting
5. Approve Resolution No. 03-13-24A, Establishing Fees and Rates for Permits, Licenses and Services for the City of Edgerton, Kansas

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

Regular Agenda

6. **Declarations.**

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Councilmember Lebakken stated she received an email from Michael Klamm. He expressed that his mother takes care of the younger kiddos while out of school and would love to go to the community center, but she cannot go without also paying. He stated she would only be there on a supervisor basis and would not be using the facility. He requested an option for people who are just going to supervise.

Councilmember Conus asked if they have had conversations with staff.

Councilmember Lebakken stated Beth received the same email that she did.

Councilmember Conus stated he would suggest they discuss this with staff and then they could make a recommendation to Council.

Mayor Roberts stated staff already communicated with Mr. Klamm and expressed that he should reach out to Council if he would like to see something changed. The current rules, which were set by the Council, require that to access and use the facility, you must pay the set rate even if you use the facility to watch someone else. He stated the splash pad is free and anyone can use that amenity. He stated the email indicated that it could be his mother and/or the baby-sitter, which could be difficult for navigate for the staff managing the counter.

Councilmember Lebakken agreed.

Mayor Roberts stated if we want to direct staff to come back with other options, we can do that.

Councilmember Conus agreed, asking how anyone would police that.

Mayor Roberts stated there have been other facilities that have allowed free at one point but quickly went to fees because of abuse. He stated some type of payment makes people think about it and take ownership. He believes prices for the facility are reasonable.

Councilmember Lebakken stated that is very true, to go watch a kid at a basketball game or another sport, you often have to pay.

Mayor Roberts stated if council would like to reconsider what has already been approved, they can.

All were in agreement to not change the rates at this time.

7. **Public Comments.**

Pastor Ben White of New City Church addressed the Council to discuss the Food Pantry. He gave a brief history of why the item is on the agenda. He stated the food pantry today serves about 45-50 families; this has increased by 5-10 families since 2023. He stated the

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United Methodist Church can no longer house the food pantry, and New City Church would like to step in using their 501(c)3 status. Food items would be stored at The Greenspace but distributed at New City Church. He stated he hopes that that the City Council sees the need within the community, the story and lives that have been impacted by this service and relationships built will last a lifetime. He stated with Councils permission, they would like to house the food pantry in The Greenspace and do deliveries at the church so there is no traffic interruption in front or around the Fire Station.

Mr. Riley Shepherd, 901 W 8th Street addressed the Council.
He stated he and his wife are newer residents to Edgerton and fell in love with the small town feel and wanted to raise their family here. He stated they are expecting their first child. He is concerned with the speed limits on 8th street and kids playing in the neighborhood. He stated the only visible sign is off of 199th which allows people the ability to assume the speed limit and dictate how fast they want to go. He requested that a couple more signs be put in place and that some "Children at Play" signs be added as well. The speed limit there is 35. He stated he believes this would benefit the community and safety of the children.

Mayor Roberts stated he would like them to get his card and talk about this further or hang around until the end to talk a little more about this.

Mr. Shepherd stated he noticed that when drivers are going 40-45 mph you cannot really hear the car noise, but it is quite alarming that if it can be heard in the house they are probably going over 60. He stated they are expecting their first child and do not want to have to worry about someone going over 60 near their home.

8. **Introduction** of Todd Veeman, Construction Inspector for the Public Works Department.
Mr. Merkh stated this position was brings inspections in house for construction projects allowing for costs to be minimized for outside contractors coming in for projects.

Mr. Veeman stated he lives in Gardner and has been doing inspections and project coordination for the last 13 years in Merriam.

The Governing Body welcomed him to the team.

Business Requiring Action

9. **CONSIDER RENEWAL OF CORPORATE INSURANCE POLICY FOR APRIL 1, 2025 TO MARCH 31, 2026**

Mr. Kevin O'Brien with Reilly Insurance Company, the insurance broker for the City addressed the Council. He thanked staff for their hard work in getting this information. He stated Beth has a tremendous staff and appreciates all their work.

He stated homeowners are probably seeing pretty significant increases in home insurance costs especially in wind/hail deductibles. However, municipal insurance is not seeing as much

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volatility. He stated the other driver for increased premiums is the catastrophes happening all around. EMC, the Insurance company that quoted, really focuses on Midwest so they do not get hit with claims like Fires and Hurricanes, but they do have to deal with re-insurance which involves increased costs.

He stated the City's Insurance has not changed much from last year to this year. There were decreases in the City's liability, which mitigated the increase from the addition of The Greenspace.

He stated the City's auto insurance rates increased because an older 2014 truck was replaced with a new 2024 unit. Almost the entire amount added to the premium is due to the addition of the new vehicle and how much it now costs to insure newer vehicles.

For cyber insurance, Mr. O'Brien stated a few years ago there were not many companies writing coverage due to the risk. He stated now there are protections in place to help prevent losses, so more companies are offering coverage, giving Edgerton a great quote this year with a significant reduction in premium. He stated the pollution piece has no change there, it is same as the past.

He stated in general, overall, the property values went up 6% and premium increase about 8%. This is effectively an increase in roughly 2% in the rate. This is less than a $1,500 dollar increase overall.

Councilmember Longanecker asked about the list of exclusions. He stated some of them do not apply specifically here in Kansas.

Mr. O'Brien stated a lot of exclusion that are put in may not even relate to what is being done here at the city, but they are in place as general from the company.

Councilmember Conus asked about the deductible on the cyber policy.

Mr. O'Brien stated it is listed at $2,500, but the insurance company that wrote last year increased their deductible to $5,000. So not only was the premium more expensive, but they also increased the deductible. He stated when you can get the same deductible with a lower premium, it makes sense to make the switch.

With no further questions or comments, Mayor Roberts requested motion to approve the Corporate Insurance Policy for April 1, 2025 through March 31, 2026 for a not to exceed amount of $115,500.59.

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

10. **CONSIDER FACILITY USE AND MAINTENANCE AGREEMENT WITH EDGERTON COMMUNITY FOOD PANTRY**

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Mr. Meyer stated the agreement for consideration is closely related to what the city has in place currently with the library and museum. He stated the summary of responsibilities are listed within the packet. He stated the food pantry is to establish and maintain the Edgerton Food Pantry and to only operate and access the building during open hours of the facility. He stated the item is for consideration of the agreement but to also set the annual rate for use of the facility.

Councilmember Conus asked who will have access to the facility from New City Church.

Mr. Meyer stated the governing body of the Food Pantry has been set and those three individuals will have access to the storage room with key fobs with customized access.

The Governing Body agreed that the rate be set at $2.00/year.

With no further questions or comments, Mayor Roberts requested motion to approve the agreement with the Edgerton Food Pantry for use of The Greenspace for an annual rate of $2 for 2025.

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

Mayor Roberts asked when they will be able to get in and start moving stuff.

Mr. Meyer stated they have until the 29th to move everything out and over to the new space. It is guaranteed that the next food pantry distribution will be from a different location.

Councilmember Longanecker stated the Methodist Church gave until the end of March.

Mayor Roberts thanked the food pantry volunteers and the Methodist Church for their decade of support. He wants to thank New City Church too for taking this over and continuing the operation.

11. CONSIDER AUTHORIZING THE CITY ADMINISTRATOR TO APPROVE THE PURCHASE OF A TRUCK FOR THE NEW INFRASTRUCTURE INSPECTOR POSITION

Mr. Merkh stated the next three items are for purchasing vehicles for various positions. He stated with the 2025 Budget approval, staff presented the recommendations for funding of the current vehicles and equipment program for 2025-2029. He stated outlined in this recommendation was the purchase of a Class 2 truck for the infrastructure inspector position with a budget set for $55,000 for the truck, including upfit and accessories.

He stated the new method for purchasing vehicles is off the lot, which requires staff to first obtain authorization of a not to exceed limit, and then completing the purchase with City Administrator approval. He stated the specifications for the vehicle are listed within the packet. For this position, Infrastructure Inspector, the truck needed is a ½ Ton, F-150 or similar due to the truck not being upfitted for the need of plowing snow.

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He stated the purchase of the vehicle with emergency lighting, and the contingency all total $47,043.00. The remaining aftermarket items would come from the remaining budget and are estimated at less than $3,500. These items are purchased from various vendors after comparing prices. Any remaining dollars in the budget would remain in the unencumbered fund balance. The entirety of the truck with contingency, upfit, and aftermarket are all under budget.

He stated staff recommends the City Administrator have authorization to approve a vehicle purchase, upfit, and aftermarket items for an amount, not to exceed $50,543.

With no questions or comments, Mayor Roberts requested motion to approve authorization for the City Administrator to purchase a vehicle for the Infrastructure Inspector for an amount not to exceed of $50,543.

Councilmember Longanecker moved to approve, seconded by Councilmember Lebakken. The motion carried, 3-0

12. **CONSIDER AUTHORIZING THE CITY ADMINISTRATOR TO APPROVE THE PURCHASE OF A TRUCK FOR THE REPLACEMENT OF TRUCK 530**

Mr. Merkh stated the next two items are for the purchase of a Class 3 vehicle, which would be a F350 or similar. This is the standard for towing and snow removal upfit. The process is much the same as previous item. He stated the purchase of the vehicle, the snowplow with emergency lighting, and the contingency all total $68,513. The remaining aftermarket items would come from the remaining budget and are estimated at less than $5,000. These items are purchased from various vendors after comparing prices. Any remaining dollars in the budget would remain in the unencumbered fund balance. The entirety of the truck with contingency, upfit, and aftermarket are all under budget.

He stated the existing unit 530 will be surplus as part of the purchase of the new vehicle for the Public Works Department. Staff will work with the lowest price qualified dealer to understand the trade-in value of Unit 530 and then compare this to value to the estimated online auction surplus value. Unit 530 will be surplus in the manner that provides the most value and cost recovery.

He stated staff recommends the City Administrator have authorization to approve a vehicle purchase, upfit, plow, and aftermarket items for replacement of truck 530, for an amount, not to exceed, $73,513.

With no questions or comments, Mayor Roberts requested motion to approve authorization for the City Administrator to purchase a vehicle for the replacement of truck 530 for Public Works Department for an amount not to exceed of $73,513.

Councilmember Lebakken moved to approve, seconded by Councilmember Longanecker. The motion carried, 3-0

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13. **CONSIDER AUTHORIZING THE CITY ADMINISTRATOR TO APPROVE THE PURCHASE OF A TRUCK FOR THE NEW FACILITIES POSITION**

Mr. Merkh stated the final item for consideration is a vehicle purchase for the facilities position. He stated this would be for the Class 3 standard due to this vehicle being fit for snow plow operations.

He stated staff recommends the City Administrator have authorization to approve a vehicle purchase, upfit, plow, and aftermarket items for the facilities position, for an amount, not to exceed, $73,513.

With no questions or comments, Mayor Roberts requested motion to approve authorization for the City Administrator to purchase a vehicle for the facilities position for an amount not to exceed of $73,513.

Councilmember Longanecker moved to approve, seconded by Councilmember Lebakken. The motion carried, 3-0

14. **Report by the City Administrator**
    - 4th Quarter Finance Report

    Ms. Kindle reviewed the finance report provided.

    Councilmember Conus asked for clarification on the investment income line item, questioning the discrepancy.

    Ms. Kindle stated they had incorrectly included the Capital Projects Fund in the Income Portfolio interest allocation. The Capital Projects Fund money is invested in the Capital & Bond Portfolio so it should not have been in both.

    She reviewed the remaining revenue and expenditures for the funds. She stated the year was ended within the reserve requirements and within budget authority.

    There were no further questions or comments.

    - Marketing & Communications Update

    Mr. Merkh stated we will bring this item back at the next council meeting due to Ms. Banks being out.

15. **Report by the Mayor**

    Mayor Roberts asked Chief Morley if he had any items he'd like to address.

    Chief Morley stated he wanted to take a quick second to just discuss burning and open burning. He stated a fire weather event starts tomorrow morning. He stated if anyone sees anything in the way of fire, report that early. They do have plans to have additional staffing on for the week.

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Mayor Roberts stated a lot of people reach out to staff or to the council about burn permits. He encouraged everyone to contact the fire district.

Councilmember Longanecker asked how long the burn ban is in effect.

Chief Morley stated the wind and weather for the next week does not look favorable for burning.

Councilmember Lebakken stated there are occasional posts from the public about how to get ahold of the fire department and there are times the fire department will post. She stated she thinks it would be a good idea to post some quick notes about how to's to give people something to search for on the community page.

Mayor Roberts stated he had some conversations with residents about Bridgewater Lake and that algae is starting to grow on it. He's asking that staff be productive in treatment. He stated the other comment was a thank you to public works for a sign that was damaged has already been fixed and commended the proactive nature and that this has already been taken care of.

16. **Future Meeting Reminders**
Mayor Roberts reminded the Council of the future meetings for the Council and Planning Commission.

17. **Adjourn**
Councilmember Lebakken moved to adjourn, seconded by Councilmember Longanecker. The meeting was adjourned at 8:08PM with a 3-0 vote.

Submitted by Alex Clower, City Clerk

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A PROCLAMATION DESIGNATING APRIL AS FAIR HOUSING MONTH IN THE CITY OF EDGERTON, KANSAS

WHEREAS, the Congress of the United States of America passed the Civil Rights Act of 1968, of which Title VIII declared that the law of the land would now guarantee the rights of equal housing opportunity; and

WHEREAS, the City of Edgerton, Kansas is committed to the mission and intent of Congress to provide fair and equal housing opportunities for all, and today, many realty companies and associations support fair housing laws; and

WHEREAS, the Fair Housing groups and the U.S. Department of Housing and Urban Development have, over the years, received thousands of complaints of alleged illegal housing discrimination and found too many that were proven upon investigation to be violations of the fair housing laws; and

WHEREAS, equal housing opportunity is a condition of life in our City that can and should be achieved.

NOW, THEREFORE BE IT RESOLVED, that I, Donald Roberts, Mayor of the City of Edgerton, Kansas, do hereby proclaim the month of April 2025 as FAIR HOUSING MONTH to promote fair housing practices throughout the City. In witness whereof, I have hereunto set my hand and caused the Seal of the City of Edgerton, Kansas to be affixed this 27th day of March 2025.

CITY OF EDGERTON, KANSAS

By: _____
Donald Roberts, Mayor

ATTEST:

_____
Alexandria Clower, City Clerk

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City Council Action Item

Council Meeting Date: March 27, 2025

Department: Community Development

Agenda Item: 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

Background/Description of Item:

The City of Edgerton's Uniform Development Code (UDC) was adopted to encourage the most appropriate use of land and to ensure the logical and compatible growth of various districts within the City. The UDC is intended to implement the planning goals and policies contained in the Envision Edgerton 2050 Comprehensive Plan, other planning documents, and policies of the City Council and Planning Commission.

During a recent audit of the UDC, staff identified that there are several types of signs that are either not identified in the City's UDC or are not permitted in certain zoning districts that might be appropriate based on the type of development that can occur in those districts. With this proposed update, staff is recommending updates for three types of signs in the C-2 Heavy Service Commercial District and the C-3 Highway Service Commercial District.

The first type of signs that staff is recommending be permitted in the C-2 and C-3 Districts is External Directional Signs. These signs are intended to help guide traffic to the appropriate entrances for both passenger vehicles and truck traffic and are currently only permitted in the L-P (Logistics Park) District. In addition to recommending that these signs be permitted in the C-2 and C-3 District, staff is recommending that all External Directional Signs be constructed on a solid base. The current regulations permit External Directional Signs to be constructed with posts.

The second sign type that staff is recommending be added to Article 12, is Truck Scale signs. The UDC does not currently contemplate truck scale signs as a sign type, and with the nature of development that the City is anticipating, staff recommends that regulations for Truck Scale Signs be added to Article 12. Staff is proposing that Truck Scale Signs be permitted in the C-2 and C-3 Districts, with a maximum size of 120 square feet, a maximum height of 25 feet from grade to the top of the sign, accommodating the room for a truck and trailer to pass underneath, and requiring that the posts holding the sign be wrapped in a masonry material, and that the maximum width between the outside of the posts be 20 feet.

The last update proposed is regarding signs on Freestanding Canopies, such as a canopy over fueling stations. Currently, one (1) sign is permitted on each façade of a freestanding canopy that faces a public right-of-way. Staff is proposing adding language to the UDC that permits additional signs to be placed on Freestanding Canopies, provided that they pertain to a safety matter or are directional in nature. This would allow phrases like "Enter Only", "Exit Only", or to provide clearance information without counting as the only sign that can be permitted on that façade. All signs on a Freestanding Canopy Façade would still be required to be under the maximum ten percent (10%) of the overall façade.

The enclosed draft ordinance has been reviewed by the City Attorney, and staff recommends approval of the UDC Amendments to Article 12.

A public hearing was held at the March 11, 2025 Planning Commission meeting where the Planning Commission recommended approval of the amendments to Article 12 with a 3-0 vote.

Related Ordinance(s) or Statue(s): Edgerton UDC Article 12

Funding Source: N/A

Budget Allocated: N/A

Finance Director Approval: N/A

Recommendation: Approve 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

Enclosed: Planning Commission Memo – March 27, 2025 Meeting
Draft Planning Commission Minutes – March 27, 2025 Meeting
DRAFT Ordinance 2178

Prepared by: Zachary Moore, Development Services Director

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MEMORANDUM

Date: March 11, 2025

To: City of Edgerton Planning Commission

From: Chris Clinton, Planning and Zoning Coordinator

Re: Public Hearing for UDCA2025-0001 Regarding Amendments to Article 12 (Sign Regulations) of the Edgerton Unified Development Code (UDC)

Article 12 of the Unified Development Code (UDC) includes regulations for signs that are permitted in each zoning district in addition to regulations for signs permitted in all zoning districts. Staff has recently received several proposals for signage in developments that is a) permitted in the L-P District, but not in commercial districts; and b) not currently addressed in the UDC. After staff's research and analysis, staff is proposing that sign regulations for the three (3) following specific sign types be addressed in the UDC:

1. External Directional Signs
2. Truck Scale Signs
3. Freestanding Canopy Informational/Safety Signs

The report below will describe the proposed regulations for each of these three types of signs that staff is proposing. In addition to the proposed regulations for the three types of signs described above, staff is also proposing some minor housekeeping edits to some text in Article 12 that does not impact any sign regulations.

External Directional Signs

The purpose of external directional signs is to help direct traffic to the appropriate entrance of a development. These are common signs in Logistics Park Kansas City (LPKC) as many warehouses have external directional signs to direct truck drivers to the proper side of the building and to direct employees where to park. Recently, City staff has received multiple requests from commercially zoned parcels requesting external directional signs to direct both trucks and passenger vehicles where to enter. These types of signs are currently only allowed in the L-P (Logistics Park) District. In reviewing regulations in other jurisdictions and the requests presented, City staff finds that it would be appropriate to permit external directional signs in the C-2 (Heavy Service Commercial) and the C-3 (Highway Service Commercial) Districts. These signs would help prevent the mixing of vehicular traffic and truck traffic at gas stations.

City staff reviewed the regulations of five (5) nearby municipalities (Olathe, Lenexa, Gardner, Shawnee, and Mission) as well as the sign requirements in the L-P District in drafting the proposed regulations for external directional signs in the C-2 and C-3 Districts. Please see the table on the following page outlining the requirements of external directional signs.

City	Maximum Size	Maximum Height	Maximum Number	Minimum Setback	Permit Need?	Illumination	Zoning Districts
Edgerton (L-P District)	6 square feet per building occupant	5 feet	1 per site entrance per building occupant	Can not be located in the right-of-way, sight triangle or off-premises	Yes	Internal or External	L-P (Logistics Park)
Olathe	4 square feet per face with 2 faces permitted	4 feet	Not specified	10 feet from all property lines and outside site triangle	No	Internal or External	All
Gardner	1 square foot per each 2 linear of feet of street frontage up to 25 square feet	6 feet	1 per each 200 feet of street frontage; maximum of 3 per lot	10 feet from all right-of-way and lot lines	Yes	Not specified	C-2 (General Business) C-3 (Heavy Commercial) M-1 (Restricted Industrial) M-2 (General Industrial)
Lenexa	4 square feet	4 feet	1 per driveway	5 feet from the right-of-way	No	Not specified	All
Shawnee	2 square feet per face	4 feet	2 per entrance in industrial and commercial districts	Can not be located in the right-of-way	No	Not specified	All
Mission	4 square feet per face with 2 faces permitted	5 feet	1 per entrance	Can not be located in the right-of-way or sight triangle	Yes	Not specified	All

City staff proposes the following regulations for external directional signs for the C-2 and C-3 Districts.

Maximum Size	Maximum Height	Maximum Number	Minimum Setback	Permit Need?	Illumination	Additional Requirements
6 square feet per face, can be double faced	5 feet	1 per site entrance	Can not be located in the right-of-way or sight triangle	Yes	Internal	Must be constructed on a solid base. External Directional Signs with posts are not permitted.

City staff recommends that all external directional signs in the C-2 and C-3 Districts have the additional requirement that the signs be mounted on a solid base and not be allowed to be installed on posts. Additionally, staff recommends that the regulations for External Directional Signs in the L-P District be updated to require their construction on a solid base, rather than utilizing posts.

Truck Scale Signs

Truck scales are used by truck drivers to ensure that their vehicle is within the legal weight limits. Many truck stops and convenience stores, which are permitted uses in the C-2 and C-3 Districts provide truck scale services with a scale onsite with signage above the scale. The scales are generally slightly above grade making it challenging for a drive to see the difference between the scale and the drive lane, which makes the signage very important. These signs must be tall enough for a truck and trailer to fit on the scale and under the sign, and the typical height for a truck and trailer is just under 14 feet. The scales can vary from 10 to 14 feet wide, and the sign straddles the scale with an intercom system located on a pole for the driver to interact with the operator in the store.

With the importance of these signs, City staff finds that a new classification and regulations for truck-scale signs are appropriate and proposes the following regulations:

Maximum Size	Maximum Height	Maximum Number	Permit Need?	Illumination	Notes
120 square feet per face, can be double faced	25 feet from grade to the top of the sign	1 per truck scale	Yes	Internal	• The posts must be wrapped in a masonry material such as brick, stone, or similar • The maximum width between the outside of the posts is 20 feet

Freestanding Canopy Informational/Safety Signs

Freestanding canopy façade signs are currently allowed in the C-2 and C-3 zoning districts. The UDC allows one (1) sign per façade that faces public right-of-way that can be up to ten percent (10%) of the façade area on which it is placed. City staff proposes those signs that are for public safety (such as "Enter Only",

"Exit Only", "Clearance", and similar should not be counted towards the number of signs on the façade. The sign will still need to meet the maximum size requirement of ten percent (10%) of the façade face.

Staff requests that the Commissioners provide any additional feedback regarding the proposed amendments to **Article 12** for signs. Staff will collect final comments or feedback and incorporate them into a final version of Article 12, which will be presented to the City Council for review, consideration, and adoption. Prior to presentation to the City Council, staff will provide a revised copy of the UDC to the City Attorney for review.

PLANNING COMMISSION
March 11, 2025 Minutes

A regular session of the Edgerton Planning Commission (the Commission) was held in the Edgerton City Hall, 404 E. Nelson Street, Edgerton, Kansas on March 11, 2025. The meeting convened when Vice Chair Jeremy Little called the meeting to order at 7:00PM.

1. **ROLL CALL**

Jeremy Little	present
Tina Mathos	present
Adam Draskovich	absent
Ray Soemer	present
Jordyn Mueller	absent

With a quorum present, the meeting commenced.

Staff in attendance: Zachary Moore, Development Services Director
Alex Clower, City Clerk

2. **WELCOME** Vice Chair Little welcomed all in attendance to the meeting.

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

CONSENT AGENDA

4. Minutes from the November 12, 2024 Planning Commission Meeting.
5. Temporary Construction Use Application TCU2025-0001 for Rock Crushing Operations for TSL Phase II.
6. Temporary Construction Use Application TCU2025-0002 for Temporary Construction Trailers for TSL Phase II.

Commissioner Mathos moved to approve the Consent Agenda. The motion was seconded by Commissioner Soemer. The Consent Agenda was approved, 3-0.

Regular Agenda

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

Business Requiring Action

New Business
Ms. Clower, City Clerk, gave the oaths of office to Commissioner's Mathos and Soemer.

8. **ELECTION OF PLANNING COMMISSION OFFICERS.** Due to the vacancy of the Chairperson seat, an election of Planning Commission Officers is required.
Vice Chair, Commission Little, asked if there were any nominations for a new Chairperson.

DRAFT

Commissioner Soemer made motion to nominate Tina Mathos as Chairperson of the planning Commission.

Commissioner Little, seconded the motion. The motion carried with a 3-0 vote.

Mr. Moore stated with Ms. Mathos's election into the role of Chairperson, it creates a vacancy in the Secretary chair.

Commissioner Mathos asked if there were any nominations for a new Planning Commission Secretary.

Commissioner Little nominated Commissioner Mueller to fulfill that seat, Commissioner Mathos seconded the motion. The motion carried with a 3-0 vote.

9. **<u>UDCA2025-0001:</u> AMENDMENTS TO ARTICLE 12, *SIGN REGULATIONS,* OF THE CITY OF EDGERTON UNIFIED DEVELOPMENT CODE**

a. Presentation from City Staff for Unified Development Code Amendment Application UDCA2025-0001

Mr. Moore stated Chris put together the staff report provided. He stated staff was doing an audit of the sign code as it pertains to signs allowed in the commercial districts. The memo provides staff recommendations and clarity of allowable signs in this district. There are three new recommendations for allowable signs, External Directional, Truck Scale, and Free-Standing Canopy.

External directional are not currently permitted in this zoning district, however given the area of these truck stops and uses for them, there are a lot of passenger vehicles and truck traffic that intermingle. The allowance of these signs permits entering and exiting signs so traffic flows correctly and there's limited intermingling of the two types of vehicles. He stated the same standards will be kept for the external signs, however once piece that is changing is the addition of the sign being constructed on a solid base as a requirement, similar to a monument sign. He stated when a new sign is proposed, they will be required to have a solid base instead of posts.

Mr. Moore provided some examples of what a current directional sign looks like out at the logistics park. He asked if there were any questions.

Commissioner Mathos asked if the TA Express is only allowed one per occupant per site, does that allow one sign for trucks and one for cars.

Mr. Moore stated with two entrances, there can be one a sign at each stating one entrance is for cars, leading to fuel and the other will say it's only for trucks.

Commissioner Soemer asked what the external lighting is.

Mr. Moore stated this would be something like lights in the ground spotlighting the sign.

DRAFT

Commissioner Mathos stated for clarification that internal would be more like LED built into the signs.

Mr. Moore stated yes, that is correct.

There were no further questions.

He stated the next change is for Truck Scale Signs. Currently they don't meet any requirements in the code right now. Addressing this as its own sign regulation is cleaner and more beneficial. He stated with the types of development the City gets, there could be more truck scales developed. He stated the memo is included in the packet but wanted to highlight a couple things. He stated one identifier is appropriate, meaning there doesn't need to be 3 signs showing where the scale is at. He stated there a requirement of this is also internal illumination as well as masonry material. TA is wrapped in brick now, this allows for consistency.

Commissioner Little asked if this meets dimensional loads going to and from.

Mr. Moore stated staff evaluated the conditions we have here and they meet the CAT scale requirement. It does also meet the QT certified scale, so any truck can fit through with the dimensions provided.

There were no further questions.

Mr. Moore stated the last one is for Free-Standing canopies, like what you'd see at convenient store gas stations. This will allow in the code, the sign to show where the entrance and exits are. So, for TA, if on the back side and driving away from 200th Street, turning left, you'd be going into traffic. This would allow for identifying a one way in and one way out directions and allowing safety matters like clearance height.

Commissioner Mathos asked with free standing, are there any lighting requirements.

Mr. Moore stated no external illumination will be allowed, they will be allowed the can lights that you'd typically see.

There were no further questions.

b. Public Hearing for Unified Development Code Amendment Application UDCA2025-0001

Commissioner Mathos opened the Public Hearing at 7:20PM.

With no questions or comments, Commissioner Mathos then closed the Public Hearing at 7:20PM.

c. Discussion of Unified Development Code Amendment Application UDCA2025-0001

There was no further discussion.

d. Consideration of Unified Development Code Amendment Application UDCA2025-0001

Commissioner Little moved to approve UDCA2025-0001 as presented. The motion was seconded by Commissioner Soemer. UDCA2025-0001 was recommended for approval, 3-0.

10. **FUTURE MEETING REMINDERS**

Ms. Mathos stated that the next regular sessions are scheduled for April 8, 2025 at 7:00PM, May 13, 2025 at 7:00PM, and June 10, 2025 at 7:00PM.

11. **ANNOUNCEMENTS**

There were no announcements made.

12. **ADJOURN**

Commissioner Little moved to adjourn the meeting. Commissioner Soemer seconded the motion. The meeting was adjourned at 7:22PM, 3-0.

Submitted by Alex Clower, City Clerk

DRAFT

ORDINANCE NO. 2178

AN ORDINANCE AMENDING ARTICLE 12 OF THE UNIFIED DEVELOMENT CODE OF THE CITY OF EDGERTON, KANSAS REGARDING SIGN REGULATIONS IN CERTAIN ZONING DISTRICTS AND REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT THEREWITH.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF EDGERTON, KANSAS:

SECTION 1. The Table Describing permitted signs for the C-2 District in Article 12, Section 12.12.C of the Edgerton Unified Development Code shall be amended to read as follows:

Permitted Signs in C-2 - Heavy Service Commercial District								
Type	**Perm. Or Temp.**	**Max. Size**	**Max Height (ft.)**	**Max #**	**Min. Setback**	**Permit Required**	**Illum. Type**	**Notes**
Awning	Permanent	Graphic text cannot exceed 30% of the total exterior surface area of the awning; If side panels are provided they may not carry text or images greater than 20% of the awning panel area; Text and graphics on a valance shall not be larger than 8 inches in height.	N/A – sign coverage limited to awning face.	See notes.	May not protrude from awing face.	Yes	Decorative downlights above awning only; No illumination allowed on awning.	One sign face per window or door opening as allowed by district design standards. When multiple awnings occur in a row on a building side, every other awning surface should be left free of sign graphics or text; The square footage of the text and graphics on an awning surface or valance count toward the total allowed square footage for a wall sign at the same location.
Blade Sign (AKA Projection Sign)	Permanent	12 sq. ft. in area per side; may have two sign faces	Shall maintain not less than 8 ft. clearance between	1	May not extend more than 3 ft. from the wall façade or	Yes	Internal illumination only.	May only be placed on a front façade; May not be used in

Permitted Signs in C-2 - Heavy Service Commercial District								
Type	**Perm. Or Temp.**	**Max. Size**	**Max Height (ft.)**	**Max #**	**Min. Setback**	**Permit Required**	**Illum. Type**	**Notes**
			the bottom of the sign and the finished grade; May not extend more than 2 ft. above the building parapet/roofline		into public right of way.			conjunction with a wall sign.
External Directional	Permanent	6 sq. ft. per face, can have two sign faces	5 ft. from grade	1 per site entrance	Cannot be located in the public right-of-way or sight triangle	Yes	Internal illumination only.	Must be constructed on a solid base. External Directional Signs with posts are not permitted.
Flags	Permanent	No single flag shall exceed 40 sq. ft. in area.	35 ft. above finished grade.	3 per development site.	Must meet Zoning District requirements.	No	External illumination required if flag is to fly at night; light source must be directed away or shielded from passersby, adjacent properties and motorists.	
Free-standing Canopy	Permanent	Sign area shall not exceed 10 (ten) percent of the	Cannot extend above canopy	1 per side facing public	Depth of content cannot extend a	Yes	Internal only.	Pertains to canopies for drive-through facilities.

Permitted Signs in C-2 - Heavy Service Commercial District								
Type	**Perm. Or Temp.**	**Max. Size**	**Max Height (ft.)**	**Max #**	**Min. Setback**	**Permit Required**	**Illum. Type**	**Notes**
Façade Sign		canopy façade where sign is placed.	façade roofline.	right of way.*	depth of more than 6 inches.			* *Informational or Safety Signs such as signs defining "Enter Only", "Exit Only", "Clearance", etc. do not count against the maximum number of Freestanding Canopy Façade Signs.*
Interstate/Highway Adjacent Monument Sign	Permanent	Area per face shall not exceed 200 sq. ft., maximum two faces permitted.	30 ft. above the natural or average grade	1 per parcel	Shall not be closer than 30 ft. of all property lines or located within any easement.	Yes	Internal Only	Allowed if a minimum of 50% of the site is within 800 ft. of the centerline or 500 ft. of the right of way (whichever is less) of an Interstate or Highway. May contain a changeable copy sign; No flashing, intermittent or moving lights; LED signs must display image for at least 8 seconds; Changeable copy content and logo are used to calculate total sq. ft. when calculating maximum sq. ft. per sign side;

Permitted Signs in C-2 - Heavy Service Commercial District								
Type	**Perm. Or Temp.**	**Max. Size**	**Max Height (ft.)**	**Max #**	**Min. Setback**	**Permit Required**	**Illum. Type**	**Notes**
								The width of the base of the sign shall not be less than 20% of the width of the sign face or more than 60% of the width of the sign face. Landscaping such as flowering trees, shrubs and bushes shall be provided around the base of the sign as approved. See Section 12.8 for design details regarding Monument Signs.
Interstate Pole Sign	Permanent	900 sq. ft. in area per sign side which includes total of all individual sign faces; may be single or double sided.	60 ft. above finished grade of adjacent city roadway to a maximum height of 100 ft.	1	30 ft. setback from property lines.	Yes; Conditional Use Permit also required	Internal illumination only; see notes for changeable copy illumination.	Allowed in C-2/C-3 District only and also requires a conditional use permit; May contain a changeable copy sign; No flashing, intermittent or moving lights; LED signs must display image for at least 8 seconds; Changeable copy content and logo are used to

Permitted Signs in C-2 - Heavy Service Commercial District								
Type	**Perm. Or Temp.**	**Max. Size**	**Max Height (ft.)**	**Max #**	**Min. Setback**	**Permit Required**	**Illum. Type**	**Notes**
								calculate total sq. ft. when calculating maximum sq. ft. per sign side; Allowed if a minimum of 50% of the site is within 800 ft. of the centerline or 500 ft. of the right of way (whichever is less) of an Interstate. May only be placed on premise.
Monument Sign	Permanent	.5 sq. ft. in area per linear foot of street frontage; Maximum of 250 sq. ft. in area per sign face; may be single or double faced.	25 ft. from natural grade or average grade including base.	1 per principal building per street frontage.	30 ft. setback from property lines.	Yes	Light source may be internal or external; if external, it must be directed away or shielded from passersby, adjacent properties and motorists.	See Section 12.8 for design details regarding Monument Signs.
On-Site Identification Sign	Permanent	4 sq. ft. in area per face; may be double faced.	4 ft.	1 per site or driveway entrance.	Not in right of way.	Yes	None allowed.	Must be constructed of permanent materials; May be wall mounted or installed using metal two-inch square posts;

Permitted Signs in C-2 - Heavy Service Commercial District								
Type	**Perm. Or Temp.**	**Max. Size**	**Max Height (ft.)**	**Max #**	**Min. Setback**	**Permit Required**	**Illum. Type**	**Notes**
								Wooden posts are not allowed unless they are metal wrapped.
Parked Vehicle Service Signs	Permanent	6 sq. ft. in area per face; may be installed back to back.	6 ft.	1 per order station.	Same as parking setback for applicable zoning district.	Yes	Internal illumination only.	May contain visual or auditory communication system.
Truck Scale Signs	Permanent	120 sq. ft. per face, can be double faced	25 feet from grade to the top of the sign.	1 per truck scale.	Same as building setback for zoning district.	Yes	Internal illumination only.	Posts must be wrapped in a masonry material such as stone, brick, or similar. The maximum width between the outside of the wrapped posts is 20 feet.
Vehicle Drive Lane Sign	Permanent	32 sq. feet in area	6 ft.	1 per drive lane.	Same as parking setback for applicable zoning district.	Yes	Internal illumination only.	May be attached to wall or freestanding; If freestanding, must be built on a solid base that is at least 50% of the width of the sign face; Shall be located along the sides or rear of the building; If visible from a public street, additional landscaping and/or screening is required

Permitted Signs in C-2 - Heavy Service Commercial District								
Type	**Perm. Or Temp.**	**Max. Size**	**Max Height (ft.)**	**Max #**	**Min. Setback**	**Permit Required**	**Illum. Type**	**Notes**
								to screen board from view from public street; Must be constructed to match the aesthetics of the main building including building materials used; May contain visual or auditory communication system.
Vehicle Drive Lane Accessory Sign	Permanent	15 sq. ft.	6 ft.	1 per drive through lane; Must be separated from any Vehicle Drive Lane Sign by at least 15 ft.	Must be placed within 3 ft. of adjacent drive through lane	Yes	Internal illumination alone.	May be attached to wall or freestanding; If freestanding, must be built on a solid base that is at least 50% of the width of the sign face; Shall be located along the sides or rear of the building; If visible from a public street, additional landscaping and/or screening is required to screen board from view from public street. Must be constructed to match the

Permitted Signs in C-2 - Heavy Service Commercial District								
Type	**Perm. Or Temp.**	**Max. Size**	**Max Height (ft.)**	**Max #**	**Min. Setback**	**Permit Required**	**Illum. Type**	**Notes**
								aesthetics of the main building including building materials used.
Wall Sign	Permanent	On a standalone building or a multitenant complex, the total area of the wall sign shall be one and a half square feet of sign area for each one foot of linear footage of the building façade facing the street.	Wall height; may not extend past roofline or parapet.	1 per front or side of building facing a street up to a total of 3 maximum; may not be placed on rear of building.	N/A – may not protrude off of wall of building.	Yes	External or internal illumination; decorative downlights required for external illumination; must be directed away or shielded from passersby, adjacent properties and motorists.	If a tenant is part of a multitenant complex, each tenant shall be allowed one (1) wall sign no greater than ten (10) percent of the tenant wall area upon which the sign is placed. Corner tenant spaces will be allowed one (1) additional wall sign no greater than ten (10) percent of the wall area upon which it is placed so that one may be placed on each side of a corner façade. Signs facing the rear of a building are prohibited. See section 12.8 for calculation of sign area parameters.
Wall sign for Accessory Building	Permanent	16 sq. ft in area	Wall height; may not extend past roofline.	1	N/A – may not protrude off of wall of building.	No	External only; must be directed away or shielded	1 sign per accessory building; must be constructed out of permanent material.

Permitted Signs in C-2 - Heavy Service Commercial District								
Type	**Perm. Or Temp.**	**Max. Size**	**Max Height (ft.)**	**Max #**	**Min. Setback**	**Per-mit Re-quired**	**Illum. Type**	**Notes**
							from pass-ersby, adjacent proper-ties and motor-ists.	
Window sign	Per-ma-nent	1 per window not to exceed 30% of total glass area unless no wall sign is provided.	Within window confines	1	N/A	No	External or in-ternal	Sign may be painted or etched on glass – must be on interior surface of window; Sign made from materials (not etched or painted on glass) must be hung inside; Neon signs may be used as a window sign and may encompass 30% of total glass area as long as no other window signage is pre-sent.

SECTION 2. The Table Describing permitted signs for the C-3 District in Article 12, Section 12.12.C of the Edgerton Unified Development Code shall be amended to read as follows:

Permitted Signs in C-3 - Highway Service Commercial District								
Type	**Perm. Or Temp.**	**Max. Size**	**Max Height (ft.)**	**Max #**	**Min. Set-back**	**Permit Re-quired**	**Illum. Type**	**Notes**
Awning	Perma-nent	Graphic text cannot ex-ceed 30% of the total exte-rior surface area of the awning; If side panels are provided they may not carry text or images greater than 20% of the awning panel area; Text and graphics on a valance shall not be larger than 8 inches in height.	N/A – sign coverage limited to awning face.	See notes.	May not protrude from awning face.	Yes	Decorative downlights above awning only; No illumi-nation al-lowed on awning.	One sign face per window or door open-ing as al-lowed by district de-sign stand-ards. When multi-ple awnings occur in a row on a building side, every other awn-ing surface should be left free of sign graphics or text; The square footage of the text and graphics on an awning surface or valance count to-ward the to-tal allowed square foot-age for a wall sign at the same location.
External Directional	Perma-nent	6 sq. ft. per face, can be double faced	5 ft. from grade	1 per site entrance	Cannot be lo-cated in the right-of-way or sight tri-angle	Yes	Internal illumina-tion only.	Must be constructed on a solid base. External Di-rectional Signs with posts are not permit-ted.
Blade Sign (AKA Pro-jection Sign)	Perma-nent	12 sq. ft. in area per side; may have two sign faces	Shall maintain not less than 8 ft.	1	May not extend more than 3 ft.	Yes	Internal il-lumination only.	May only be placed on a front fa-çade;

Permitted Signs in C-3 - Highway Service Commercial District								
Type	**Perm. Or Temp.**	**Max. Size**	**Max Height (ft.)**	**Max #**	**Min. Set-back**	**Permit Re-quired**	**Illum. Type**	**Notes**
			clearance between the bottom of the sign and the finished grade; May not extend more than 2 ft. above the building parapet/roofline		from the wall façade or into public right of way.			May not be used in conjunction with a wall sign.
Flags	Permanent	No single flag shall exceed 40 sq. ft. in area.	35 ft. above finished grade.	3 per development site.	Must meet Zoning District requirements.	No	External illumination required if flag is to fly at night; light source must be directed away or shielded from passersby, adjacent properties and motorists.	
Freestanding Canopy Façade Sign	Permanent	Sign area shall not exceed 10 (ten) percent of the canopy façade where sign is placed.	Cannot extend above canopy façade roofline.	1 per side facing public right of way. *	Depth of content cannot extend a depth of more than 6 inches.	Yes	Internal only.	Pertains to canopies for drive-through facilities. * *Informational or Safety Signs such as signs defining "Enter Only", "Exit Only", "Clearance", etc. do not count*

Permitted Signs in C-3 - Highway Service Commercial District								
Type	**Perm. Or Temp.**	**Max. Size**	**Max Height (ft.)**	**Max #**	**Min. Set-back**	**Permit Re-quired**	**Illum. Type**	**Notes**
								against the maximum number of Freestanding Canopy Façade Signs.
Inter-state/High-way Adja-cent Monu-ment Sign	Perma-nent	Area per face shall not ex-ceed 200 sq. ft., maximum two faces per-mitted.	30 ft. above the natural or average grade	1 per parcel	Shall not be closer than 30 ft. of all property lines or located within any ease-ment.	Yes	Internal Only	Allowed if a minimum of 50% of the site is within 800 ft. of the center-line or 500 ft. of the right of way (whichever is less) of an Inter-state or Highway. May contain a changea-ble copy sign; No flashing, intermittent or moving lights; LED signs must display im-age for at least 8 sec-onds; Changeable copy con-tent and logo are used to cal-culate total sq. ft. when calculating maximum sq. ft. per sign side; The width of the base of the sign shall not be less than

Permitted Signs in C-3 - Highway Service Commercial District								
Type	**Perm. Or Temp.**	**Max. Size**	**Max Height (ft.)**	**Max #**	**Min. Set-back**	**Permit Re-quired**	**Illum. Type**	**Notes**
								20% of the width of the sign face or more than 60% of the width of the sign face. Landscap-ing such as flowering trees, shrubs and bushes shall be provided around the base of the sign as ap-proved. See Section 12.8 for de-sign details regarding Monument Signs.
Interstate Pole Sign	Perma-nent	900 sq. ft. in area per sign side which in-cludes total of all individual sign faces; may be single or double sided.	60 ft. above finished grade of adjacent city road-way to a maximum height of 100 ft.	1	30 ft. setback from property lines.	Yes; Condi-tional Use Permit also re-quired	Internal il-lumination only; see notes for changea-ble copy il-lumination.	Allowed in C-2/C-3 District only and also re-quires a conditional use permit; May contain a changea-ble copy sign; No flashing, intermittent or moving lights; LED signs must display im-age for at least 8 sec-onds; Changeable copy con-tent and logo are used to

Permitted Signs in C-3 - Highway Service Commercial District								
Type	**Perm. Or Temp.**	**Max. Size**	**Max Height (ft.)**	**Max #**	**Min. Set-back**	**Permit Re-quired**	**Illum. Type**	**Notes**
								calculate total sq. ft. when calculating maximum sq. ft. per sign side; Allowed if a minimum of 50% of the site is within 800 ft. of the centerline or 500 ft. of the right of way (whichever is less) of an Interstate. May only be placed on premise.
Monument Sign	Permanent	.5 sq. ft. in area per linear foot of street frontage; Maximum of 250 sq. ft. in area per sign face; may be single or double faced.	25 ft. from natural grade or average grade including base.	1 per principal building per street frontage.	30 ft. setback from property lines.	Yes	Light source may be internal or external; if external, it must be directed away or shielded from passersby, adjacent properties and motorists.	See Section 12.8 for design details regarding Monument Signs.
On-Site Identification Sign	Permanent	4 sq. ft. in area per face; may be double faced.	4 ft.	1 per site or driveway entrance.	Not in right of way.	Yes	None allowed.	Must be constructed of permanent materials; May be wall mounted or installed using metal two-inch

Permitted Signs in C-3 - Highway Service Commercial District								
Type	**Perm. Or Temp.**	**Max. Size**	**Max Height (ft.)**	**Max #**	**Min. Set-back**	**Permit Re-quired**	**Illum. Type**	**Notes**
								square posts; Wooden posts are not allowed unless they are metal wrapped.
Parked Vehicle Service Signs	Perma-nent	6 sq. ft. in area per face; may be installed back to back.	6 ft.	1 per order station.	Same as parking setback for applicable zoning district.	Yes	Internal illumination only.	May contain visual or auditory communication system.
Truck Scale Signs	Perma-nent	120 sq. ft. per face, can be double faced	25 ft. from grade to the top of the sign	1 per truck scale	Same as building setback for zoning district	Yes	Internal illumination only.	The posts must be wrapped in a masonry material such as brick, stone or similar. The maximum width from the outside of the wrapped posts is 20 feet.
Vehicle Drive Lane Sign	Perma-nent	32 sq. feet in area	6 ft.	1 per drive lane.	Same as parking setback for applicable zoning district.	Yes	Internal illumination only.	May be attached to wall or free-standing; If freestanding, must be built on a solid base that is at least 50% of the width of the sign face; Shall be located along the sides or

Permitted Signs in C-3 - Highway Service Commercial District								
Type	**Perm. Or Temp.**	**Max. Size**	**Max Height (ft.)**	**Max #**	**Min. Set-back**	**Permit Re-quired**	**Illum. Type**	**Notes**
								rear of the building; If visible from a public street, additional landscaping and/or screening is required to screen board from view from public street; Must be constructed to match the aesthetics of the main building including building materials used; May contain visual or auditory communication system.
Vehicle Drive Lane Accessory Sign	Permanent	15 sq. ft.	6 ft.	1 per drive through lane; Must be separated from any Vehicle Drive Lane Sign by at least 15 ft.	Must be placed within 3 ft. of adjacent drive through lane	Yes	Internal illumination alone.	May be attached to wall or free-standing; If freestanding, must be built on a solid base that is at least 50% of the width of the sign face; Shall be located along the sides or rear of the building;

Permitted Signs in C-3 - Highway Service Commercial District								
Type	**Perm. Or Temp.**	**Max. Size**	**Max Height (ft.)**	**Max #**	**Min. Set-back**	**Permit Re-quired**	**Illum. Type**	**Notes**
								If visible from a public street, additional landscaping and/or screening is required to screen board from view from public street. Must be constructed to match the aesthetics of the main building including building materials used.
Wall Sign	Perma-nent	On a standalone building or a multitenant complex, the total area of the wall sign shall be one and a half square feet of sign area for each one foot of linear footage of the building façade facing the street.	Wall height; may not extend past roof-line or parapet.	1 per front or side of building facing a street up to a total of 3 maximum; may not be placed on rear of building.	N/A – may not protrude off of wall of building.	Yes	External or internal illumination; decorative downlights required for external illumination; must be directed away or shielded from passersby, adjacent properties and motorists.	If a tenant is part of a multitenant complex, each tenant shall be allowed one (1) wall sign no greater than ten (10) percent of the tenant wall area upon which the sign is placed. Corner tenant spaces will be allowed one (1) additional wall sign no greater than ten (10) percent of the wall area upon

Permitted Signs in C-3 - Highway Service Commercial District								
Type	**Perm. Or Temp.**	**Max. Size**	**Max Height (ft.)**	**Max #**	**Min. Set-back**	**Permit Re-quired**	**Illum. Type**	**Notes**
								which it is placed so that one may be placed on each side of a corner façade. Signs facing the rear of a building are prohibited. See section 12.8 for calculation of sign area parameters.
Wall sign for Accessory Building	Permanent	16 sq. ft in area	Wall height; may not extend past roofline.	1	N/A – may not protrude off of wall of building.	No	External only; must be directed away or shielded from passersby, adjacent properties and motorists.	1 sign per accessory building; must be constructed out of permanent material.
Window sign	Permanent	1 per window not to exceed 30% of total glass area unless no wall sign is provided.	Within window confines	1	N/A	No	External or internal	Sign may be painted or etched on glass – must be on interior surface of window; Sign made from materials (not etched or painted on glass) must be hung inside; Neon signs may be

Permitted Signs in C-3 - Highway Service Commercial District								
Type	**Perm. Or Temp.**	**Max. Size**	**Max Height (ft.)**	**Max #**	**Min. Set-back**	**Permit Re-quired**	**Illum. Type**	**Notes**
								used as a window sign and may encompass 30% of total glass area as long as no other window signage is present.

SECTION 3. The Table Describing permitted signs for the L-P District in Article 12, Section 12.12.D of the Edgerton Unified Development Code shall be amended to read as follows:

L-P Logistics Park District							
Type	**Max. Size**	**Max. Ht. (ft)**	**Max. #**	**Min. Setback**	**Per-mit Req.**	**Illum. Type**	**Notes**
External Direc-tional Sign	Maximum of 6 sq. ft. per building occupant, signs can be double faced	5 ft.	1 per site entrance per building occupant	Not located in the right of way, sight trian-gle or off-premises	Yes	Internal or external	Maximum allowed square footage is 6 SF per building oc-cupant to maxi-mum of 18 SF in total. Cannot be mounted on posts, must be mounted on a solid base.
Flags	Exempt	110’	5 per devel-opment site	A distance equal to the height of the pole	No	External illu-mination re-quired if flag is to fly at night; light source must be directed away or shielded from passersby, adjacent properties and motor-ists.	Must be shown on site plan. Building permit re-quired for pole in-stallation and elec-trical if applicable.

Internal Directional Sign	6 sq ft	5’	4 total per site	Not located in the right of way, site triangle or off-premises	No	None	Must be constructed of permanent materials. May be wall mounted or installed using metal two-inch square posts. Wooden posts are not allowed unless they are metal wrapped.

L-P Logistics Park District

Type	Max. Size	Max. Ht. (ft)	Max. #	Min. Setback	Permit Req.	Illum. Type	Notes
Kiosk	4’ width	12’	One per project site or campus entrance; additional permitted onsite as part of a comprehensive signage plan.	Not located in right of way, site triangle, or off premises	Yes	Internal	Kiosk sign structures shall be ladder type with individual sign panels of uniform design. The color of all kiosk sign structures and panel background color will be approved by the City. The City may by a duly executed services contract, grant to a qualified person or company the right to design, erect and maintain directional kiosk signs within the City. Sign panels advertising a business that has vacated the premises must be replaced with the new business or a blank panel within thirty (30) days of vacancy.

Monument Sign	1 SF per ten (10) linear feet of street frontage up to a maximum of 60 SF per sign face (does not include sign base or sign structure)	8' above natural or average grade including base, support structure or other architectural elements	1 per property; if parcel is more than 30 acres in size with more than 1 street frontage, a 2nd monument sign is permitted on the additional street frontage.	15 feet from all property lines; outside of site triangles and easements; minimum 400 feet from another freestanding sign located on the same property	Yes	Internal or External	Platted private roads may be considered a 2nd street frontage for purposes of determining the number of allowed monument signs. Base must be a minimum of two feet in height. The base shall extend a minimum of ¾ the entire length of the sign. The total area of the base and support structure shall be at least 75% of the sign face area. The base and support structure shall not exceed the sign face area by more than 10 percent. The sign face may not exceed 50% of the overall sign structure.

L-P Logistics Park District

Type	Max. Size	Max. Ht. (ft)	Max. #	Min. Setback	Permit Req.	Illum. Type	Notes
Temporary Construction/Development Signage – Highway Adjacent	325 sq ft per side	30 feet	1	Not located in the right of way	Yes	None	Maximum length – 15 feet Parcel must be highway adjacent - 50% of the site is within 800 feet of the centerline or 500 feet of the right of way (whichever is less) of an Interstate or Highway

Temporary Construction/Development Signage – Not Highway Adjacent	90 sq ft per side	20 feet	1	Not located in the right of way	Yes	None	Maximum length – 15 feet
Temporary Banner or Sign (Not Yard Sign)	12 sq ft	5'	2 allowed per building occupant per permit request	May not be located in right of way. Must be setback 5' from any property line.	Yes	External; shall not be flashing or intermittent; temporary electrical requirements shall be subject to the adopted electrical code.	Usage limited to 14 days per permit request, up to 2 permit requests per year. Applicant must remove when usage limit has expired. A banner shall not be used in lieu of a permanent sign, except in the case of new businesses where it may be used for a period not exceeding thirty (30) days. Temporary Banners shall be secured at all points of attachment. Torn or severely weathered banners are not permitted. Temporary signs or banners found to be in violation of this section must be removed or made to conform within 24 hours of notification.
Wall Sign – front façade	Min SF = 24 SF Front Max SF= 1x length of building frontage or lease space frontage	Shall not extend above the roofline or façade of the building.	1	N/A – located on building wall only	Yes	Internal	Attached signs that are internally illuminated shall be constructed only of materials that are noncombustible or slow burning in the case of plastic inserts and faces.

							A wall sign shall not extend more than twelve (12) inches from the building wall to which it is attached. Bottom of sign must be at least eight (8) feet from grade at wall where sign is installed.
L-P Logistics Park District							
Type	**Max. Size**	**Max. Ht. (ft)**	**Max. #**	**Min. Setback**	**Permit Req.**	**Illum. Type**	**Notes**
Wall Sign-side façade	Side Max SF= .5x length of side wall of building	Shall not extend above the roofline or façade of the building	3 – total SF may not exceed total allowed SF	N/A – located on building wall only	Yes	Internal	Attached signs that are internally illuminated shall be constructed only of materials that are noncombustible or slow burning in the case of plastic inserts and faces. A wall sign shall not extend more than twelve (12) inches from the building wall to which it is attached.
Window signage not readable from right of way	exempt	exempt		N/A – located in window only	No	None	
Yard Sign	6 sq ft	5 ft	4 per parcel	Not located in the right of way	Yes	None	Usage limited to 14 days per permit request, up to 4 permit requests per year.

SECTION 4. REPEAL OF CONFLICTING ORDINANCES. All ordinances or sections of ordinances in conflict herewith are hereby repealed.

SECTION 5. EFFECTIVE DATE. This ordinance shall take effect and be in force from and after its passage, approval and publication once in the City's official paper.

PASSED by the Council and APPROVED by the Mayor on this 27th Day of March, 2025.

_____
DONALD ROBERTS, Mayor

ATTEST:

_____
ALEXANDRIA CLOWER, City Clerk

APPROVED AS TO FORM:

_____
TODD LUCKMAN for
Stumbo Hanson, LLP, City Attorneys

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City Council Action Item

Council Meeting Date: March 27, 2025

Department: Public Works

Agenda Item: 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

Background/Description of Item:
On May 23, 2024, City Council approved a professional services agreement with George Butler Associates, Inc. (GBA) to provide construction administration and observation services for the Dwyer Sanitary Sewer Improvements Project (Site #1). Construction began in September of 2024.

The original contract with GBA was for 12 40-hour weeks of construction related services for an estimated maximum not to exceed cost of $105,418. The project schedule has greatly surpassed the original 12 weeks of construction due to many unforeseen factors encountered during construction including hard, shallow bedrock that required additional time and equipment to excavate, additional stabilization of poor subgrade in the South Lake area, and scheduling conflicts with railroad personnel. GBA is requesting an additional 3 weeks to complete the remaining construction observation services for the project. City 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. The original contract with GBA is for $105,418, with this change order the new contract amount would be $128,574.

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

Change Order Amount	Authorizing Party
• **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

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.

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 the Dwyer Rural Housing Incentive District (RHID).

It is the recommendation of Staff to approve Change Order #1 from GBA for construction administration and construction observation services related to Dwyer Farms Sanitary Sewer Extension project (Site #1).

Related Ordinance(s) or Statue(s):

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

Budget Allocated: $5,000,000

Finance Director Approval: x Karen E. Kindle
Karen Kindle, Finance Director

Recommendation: Approve 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 in the Amount of $23,156.

Enclosed: GBA Contract Amendment #1

Prepared by: Dan Merkh, Public Works Director

City of Edgerton, Kansas
Dwyer Sanitary Sewer Improvements Construction Phase Services

Contract Amendment 1

Sections Modified:
Exhibit 1 - Scope of Services

The City of Edgerton (CITY) requested that George Butler Associates, Inc. (ENGINEER) add additional inspection time on site. The original scheduled 12 weeks of inspection time has been completed but due to delays in construction, an additional three (3) weeks for construction inspection by the GBA Construction Observer is required. Additional time for GBA support staff to attend two (2) progress meetings, one (1) additional application for payment review, and one final acceptance inspection. This amendment modifies the contract Total Compensation amount. The previous Agreement executed on June 17, 2024, has a **Total Compensation** amount of **$105,418**.

Contract Amendment 1: This amendment modifies the length of on-site inspection with office staff support from 40 hours per week for 12 weeks to be 40 hours per week for 15 weeks. Section c. of Task 2 Construction Phase will be revised in the original Agreement executed on June 17,2024, to the following:

> c. Construction Observation. Provide full-time construction observation by a qualified resident project representative (RPR) as necessary to confirm compliance with Kansas Administrative Regulation 28-16-55 and to confirm that the completed project will conform to the project drawings and specifications. Immediately report to the City work that does not conform to the project documents. The resident construction observer will be qualified to perform the necessary duties. This task shall include support for the RPR from the project management team. **GBA will provide on-site observation for 40 hours per week for 15 weeks.** Included with the RPR duties is up to two (2) on-site wage rate interviews.
> The additional scope items are shown in Attachment A to this amendment. The additional compensation for the scope of work in Attachment A is $23,156.

The Total Compensation for the Agreement with Contract Amendment 1 is amended to **$128,574.**

IN ALL OTHER RESPECTS, the terms and conditions of the June 17, 2024, Agreement shall remain in full force and effect, except as specifically modified by this Contract Amendment No. 2, including all policies of insurance which shall cover the work authorized by this Contract Amendment No. 1.

CITY OF EDGERTON **CITY**	**GEORGE BUTLER ASSOCIATES, INC.** **ENGINEER**
By: _____	By: _____
Title: _____	Title: Principal_____
Date: _____	Date: _____

AMENDMENT 1
Dwyer Sanitary Sewer Improvements Construction Phase Services
3/18/2025
City of Edgerton, KS

Task	Task Description	Principal $290.00	Prof Leader $217.00	Senior AES $198.00	Specialist $172.00	Const Insp 3 $135.00	Admin 1 $105.00	Hours	Fee
0001	**Project Administration**								
a.	Invoices	1		2			2	5	$896.00
b.	Project Management (2 Progress Meetings)			4		4		8	$1,332.00
	TOTAL TASK 0001	1	0	6	0	4	2	**13**	**$2,228.00**
0002	**Construction Phase**								
a.	Pre-Construction Conference							0	$0.00
b.	Shop Drawing Review							0	$0.00
c.	Construction Observation - Additional 3 weeks			16		126		142	$20,178.00
d.	Application for Payment Reviews (2)/SRF Documentation							0	$0.00
e.	Change Order Assistance (2)							0	$0.00
f.	Final Acceptance							0	$0.00
g.	Record Drawings Assistance							0	$0.00
	TOTAL TASK 0002	0	0	16	0	126	0	**142**	**$20,178.00**
EXPN									
a.	Mileage								$750.00
	TOTAL EXPENSES								**$750.00**
	TOTAL CLASSIFICATION HOURS	**1**	**0**	**22**	**0**	**130**	**2**	**155**	**$23,156.00**
	TOTAL CLASSIFICATION FEE	**$290.00**	**$0.00**	**$4,356.00**	**$0.00**	**$17,550.00**	**$210.00**		
							TOTAL FEE	**155**	**$23,156.00**

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City Council Action Item

Council Meeting Date: March 27, 2025

Department: Public Works

Agenda Item: Consider Professional Services Agreement with George Butler Associates, Inc., for Design Engineering Services for the 2025 CDBG 3rd and Hulett Sanitary Sewer Rehabilitation Project.

Background/Description of Item:

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

On January 17, 2025 Johnson County notified staff 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). 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. 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.

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.

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. City Staff hosted a pre-submittal meeting on February 5, 2025 and met with interested design firms throughout that week. Statements of Qualifications were due on February 28, 2025 and seven submissions were received. The selection committee (City Engineer, Public Works Director, CIP Project Manager, and Infrastructure Inspector) reviewed all submissions and recommends George Butler Associates, Inc. (GBA) as the most qualified design consultant for this project.

City Staff recommends GBA based on their experience providing similar services to municipalities both of similar size and larger populations, as well as experience with CDBG grant funding, and recent experience providing inspection services for the Dwyer Sewer project. 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.

If approved, staff anticipates beginning the design of the project immediately with construction to be completed in 2025.

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

Funding Source: Sewer Fund, CDBG Grant

Budget Allocated: $300,000

Finance Director Approval: x Karen E. Kindle
Karen Kindle, Finance Director

Recommendation: Approve Professional Services Agreement with George Butler Associates, Inc., for Design Engineering Services for a Lump Sum of $54,592 for the 2025 CDBG 3rd and Hulett Sanitary Sewer Rehabilitation Project.

Enclosed: GBA Scope and Fee
Draft Agreement

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

EXHIBIT A

SCOPE OF SERVICES

ENGINEER: George Butler Associates, Inc. (GBA)

Owner: City of Edgerton, Kansas (CITY)

Project: 2025 Edgerton 3rd and Hulett Sanitary Sewer Rehabilitation

City Contract No:

City PROJECT No:

I. GENERAL

The following paragraphs provide a general description of the Work required of this Scope of Services. Subsequent paragraphs describe in detail the professional services to be provided by ENGINEER to facilitate of rehabilitation recommendations for reducing inflow and infiltration (I&I) flows into the sanitary sewer system in the 3rd and Hulett project area.

A. The Project. The Public Works Department of the City of Edgerton (CITY), Kansas, intends to reduce I&I flows in the sanitary sewer system by implementing rehabilitation recommendations in the 3rd and Hulett project area. As such, the CITY is contracting with ENGINEER to provide the necessary professional services.

B. Background Information. The CITY is undertaking this Project to prepare preliminary and final construction contract documents, as well as provide bidding and construction phase services for the 2025 Edgerton 3rd and Hulett Sanitary Sewer Rehabilitation Project. The project will focus on I&I reduction through rehabilitation of public sanitary sewers and manholes within the project area. The estimated footage of sewer pipe and number of manholes in the project area is approximately: **1,900 linear feet of 8-inch diameter sanitary sewer mains and 9 manholes.**

C. Follow-On Phases. At the discretion of the CITY, the ENGINEER may be requested to provide additional services for the project not listed in this scope, but this would be considered Additional Services and a fee would be negotiated at that time.

D. General Description of Activities. The Basic Scope of Services to be performed by ENGINEER consists of professional services for the development and implementation of rehabilitation recommendations for reducing I&I flow and volume in the project area. This Scope of Services includes review of closed-circuit television (CCTV) inspection once collected by the contractor, manhole inspection data, and other available data in the project area. The Work consists of the following professional services:

1. Field Data Collection and Evaluation
2. Development of Recommendations for Sewer System Rehabilitation

3. Development of Construction Contract Documents
4. Construction Phase Services

E. Task Series Listing. The Basic Scope of Services is organized under the following Task Series:

1. Task Series 100 - Project Management and Administration
2. Task Series 200 - Field Services
3. Task Series 300 - Public Involvement and Coordination
4. Task Series 400 - Data Analysis and Recommendations
5. Task Series 500 - Develop 90% and Final Construction Contract Documents
6. Task Series 600 - Bid Phase Services
7. Task Series 700 - Construction Phase Services

F. Explicit Responsibilities. The Basic Scope of Services explicitly sets forth what ENGINEER shall perform and does not implicitly put any additional responsibilities or duties upon ENGINEER. The ENGINEER agrees to provide the specific Basic Services as identified herein. Work not specifically discussed herein shall not be performed without an amendment or shall be provided as Optional Services upon written authorization from the CITY.

G. Capital or Annual Cost Opinions. Since ENGINEER has no control over the cost of labor, material or equipment furnished by others not under contract to ENGINEER, ENGINEER's opinion of probable cost for construction of the Work shall be made on the basis of experience and qualifications as an ENGINEER. ENGINEER does not guarantee that proposals, bids, or actual project cost will not vary from ENGINEER's opinions of probable construction cost. The cost opinions' level of accuracy presented by ENGINEER shall be as noted for in subsequent paragraphs of this Scope of Services.

II. PROJECT MILESTONES AND CITY REVIEW REQUIREMENTS

A. ENGINEER shall complete the services in this scope within 120 calendar days following Notice to Proceed (NTP). ENGINEER's completion schedule will be extended by the CITY for delays beyond the reasonable control of the ENGINEER as approved by the CITY.

B. The CITY hereby commits to review deliverables and provide comments within fourteen (14) calendar days after receipt of deliverables from ENGINEER. CITY will endeavor to provide consolidated written review comments to ENGINEER within a fourteen (14) calendar day period. A review meeting will be scheduled and conducted by ENGINEER no more than fourteen (14) calendar days after receipt of written consolidated CITY review comments, unless a mutually agreed upon date outside this schedule window is selected.

III. BASIC SCOPE OF SERVICES

The following Task Series describe the Basic Scope of Services to be provided by the ENGINEER under the Project.

TASK SERIES 100 - PROJECT MANAGEMENT AND ADMINISTRATION

The purpose of Project Management and Administration will be to manage, direct and oversee each element of Basic Services identified herein and subcontractors employed by the ENGINEER in completion of the Work. The following management activities will be provided by ENGINEER.

Task 101 Project Management Services (4 months)

Provide project management services necessary throughout the project to successfully manage and complete the work, including project correspondence and consultation with CITY Staff; supervision and coordination of services; implementation of a project specific Work Plan; scheduling and assignment of personnel resources; continuous monitoring of work progress; and maintenance of project controls.

Task 102 Monthly Invoicing and Project Status Reports

Prepare and submit monthly invoices on a form acceptable to the CITY and provide a monthly project status report and updated project schedule, which shall accompany the monthly invoice submittal. The CITY shall pay the ENGINEER the designated lump sum fee in amounts proportional to percentage of the project completed, as indicated on the invoices. The monthly project status report shall identify work performed by the ENGINEER; the work activities anticipated to be performed the next month; action items required by CITY; potential project scope variances with corrective action; a general assessment of the ENGINEER's ability to meet project schedule milestones, including identification of delays beyond its control; an estimate of work percent completion for each Task Series in the Basic Scope of Services based on the work completed; and the earned value of the completed work for each task series. The schedule shall be updated to reflect the progress reported in the status report.

Task 103 Quality Control

ENGINEER's Quality Control Program will be implemented on the project to provide an independent review of the work. Quality control reviews will include checks for conformance with regulatory agency requirements, completeness and correctness of evaluations, design accuracy, feasibility of implementing recommendations, and adherence to contract requirements.

Task 104 Project Kickoff Meeting

After NTP is given by CITY, ENGINEER shall organize and conduct a Project kickoff meeting with the CITY to review and establish project goals, lines of communication, project procedures, the proposed work plan, and other logistics of project execution, including anticipated Project schedule and content of subsequent progress meetings. ENGINEER shall prepare and submit an agenda to CITY staff prior to the meeting and prepare and distribute meeting minutes one week after the meeting date.

Task 105 Progress Meetings (2 meetings)

Participate in up to two (2) progress meetings with CITY held virtually via Microsoft Teams to provide updates on work progress, budget and schedule status, current issues, variances in the potential scope of work. Anticipated future activities and CITY action items shall be discussed. ENGINEER shall prepare and submit an agenda to CITY prior to each meeting and prepare/distribute meeting minutes. Up to two (2) members of ENGINEER's team shall attend including the Project Manager and the meeting is anticipated to last up to one (1) hour.

TASK SERIES 200 - FIELD SERVICES

Task 201 Manhole Inspections

Simple manhole condition assessments of up to nine (9) sanitary sewer manholes. Each inspection will include at least THREE (3) photos: General Location Photo, Topside Photo, and Channel Photo. Each inspection will include a 360-degree video that will be available for viewing by the CITY via GBA's on-line ArcGIS Portal.

TASK SERIES 300 - PUBLIC INVOLVEMENT AND COORDINATION

Task 301 Communication with Property Owners

Assist CITY with responding to inquiries from businesses and property owners throughout the duration of the Design phase of the project. Document communications with property owners and provide copies of said documentation to the CITY. The CITY shall respond to requests for information from public officials and the media.

Task 302 Utility Relocation Coordination

ENGINEER will provide for the communication with the utilities in the project area including notification of the project, requests for facility information, requests for clarifications, transmittal of drawings, and meetings to discuss the project. ENGINEER will send utility requests directly to the utility companies with copies of the requests to the CITY. ENGINEER will be responsible for setting up and updating a utility tracking log throughout the project, maintaining it throughout the project, and taking and distributing meeting notes and incorporating utility information into the design of the project. ENGINEER will be responsible for providing utilities with relevant project information to facilitate required design work for replacement or relocation of their existing infrastructure within the project area. The ENGINEER will identify one (1) person from the Project Team who will act as the singular contact throughout the project to request information from the Utilities.

Task 303 90% Utility Meeting (If Needed)

ENGINEER will conduct a 90% utility coordination meeting held in-person on-site in the event that several utilities are found to be in direct conflict with the anticipated construction. Up to two (2) team members from ENGINEER will attend the meeting, which is anticipated to last one (1) hour. ENGINEER will be responsible for organizing the meeting, preparing an agenda, and preparing a meeting summary. ENGINEER to distribute the meeting summary to attendees.

TASK SERIES 400 - DATA ANALYSIS AND RECOMMENDATIONS

Task 401 Review of CCTV from Contractor

ENGINEER shall review CCTV inspection videos provided by the selected contractor and adjust the rehabilitation plans based on the findings. A total of 12.5 hours is set aside for this effort and if more time is determined to be necessary, it will be discussed with the CITY prior to proceeding.

Task 402 Preliminary Rehabilitation Recommendations

Develop List of Anticipated Rehabilitation. Based on existing knowledge of the system and manhole inspections conducted during the field inspections portion of the project, ENGINEER shall develop recommended methods for rehabilitation of main sewer segments, manholes, and private lateral connections including:

a. Point repairs for localized defects
b. Complete replacement of manholes and main sewer segments using open cut methods or pipe bursting
c. Cured-in-place lining
d. Cementitious manhole lining
e. Alternate CITY approved rehabilitation methods

ENGINEER shall assign a method of repair to each main sewer segment and manhole being recommended for rehabilitation.

TASK SERIES 500 - CONSTRUCTION DOCUMENTS

Task 501 Develop 90% Construction Contract Opinion of Probable Cost

Prepare an Opinion of Probable Cost (OPC) based on the 90% Design Plans developed and provide to CITY for review. The 90% OPC shall include a 10% contingency reflective of the preliminary status of the design documents at this stage, to be removed for the Final OPC.

Task 502 Develop 90% Construction Contract Plans

ENGINEER shall prepare and submit 90% contract documents for review by CITY. The 90% documents shall include the plans, rehabilitation maps, and schedules for manhole, mainline, and private lateral connection rehabilitation within the CITY right of way or permanent sanitary sewer easements. ENGINEER to provide one (1) electronic (.pdf) set of 11”x17” plans for review.

Task 503 Develop 90% Construction Contract Specifications

The ENGINEER will prepare and submit updated 90% specifications, modified to reflect the specifics for the project. ENGINEER to use existing standard documents, if available and provided by the CITY, and adjust them to reflect the current project. Specifications shall include front-end contract documents as well as technical specifications for items specific to the project.

Task 504 Submit 90% Construction Contract Documents

Submit the following for CITY review:

1. One (1) electronic (.pdf) set of 90% plans, maps, and schedules.
2. One (1) electronic copy of specifications.

The CITY will distribute plans to the appropriate CITY departments and staff for review. Conduct a one-hour review meeting with the CITY (included under Task 105) to discuss comments or changes to the 90% design documents. Incorporate review comments into the final Construction Contract Documents as necessary.

Task 505 Plan in Hand Walk Through

Within 30 days of completing the 90% Construction Contract Documents ENGINEER and CITY shall conduct one (1) plan in hand walk through. Plan in hand walk through shall be up to four (4) hours long and attended by up to two (2) representatives from ENGINEER. The purpose of the walk through is to verify and analyze the accessibility of the proposed work and to identify special conditions to be included in the contract documents. ENGINEER shall document special conditions, take photographs, and propose solutions and specifications for the CITY to review.

Task 506 Final Construction Contract Documents

Address review comments received from the CITY related to the 90% design completion submittal and prepare final design documents including rehabilitation drawings with maps and rehabilitation schedules, and project specifications.

Prior to submittal of the signed and sealed Construction Contract Documents, the ENGINEER shall submit one (1) hard copy of the corrected final documents for review and acceptance by the CITY.

Task 507 Final Opinion of Probable Construction Cost

Update the 90% OPC based on the Final Construction Contract Documents and comments received from the CITY on the 90% design submittal.

Task 508 Submit Final Deliverables

Submit the following final deliverables:

1. Hard Copy Construction Drawings: 1 copy; “D” size and sealed by a registered professional engineer licensed in the State of Kansas.
2. Electronic Construction Drawings: 1 copy in PDF format.
3. Electronic Construction Specifications in PDF format.
4. Final OPC.

ENGINEER to upload the final documents to Drexel Technologies distribution room for access by contractors.

TASK SERIES 600 - BID PHASE SERVICES

Task 601 Pre-Bid Conference

Prepare and present a pre-bid meeting and be present to answer questions from contractors. Project advertisement will have a duration of approximately 30 days.

1. In coordination with CITY Project Manager, prepare for and present a pre-bid meeting at a date, time and place provided by the CITY. ENGINEER to prepare agenda and facilitate the meeting with assistance from CITY.

Task 602 Respond to and Document Questions

Respond to questions regarding interpretation of contract drawings, specifications and technical issues. ENGINEER shall develop and issue one (1) addenda to cover the questions received during the pre-bid conference.

Task 603 Submit Engineer's Opinion of Probable Construction Cost

Update the final OPC submitted under Task 507 to reflect items impacted by addenda changes or changes in market conditions, as required. The OPC shall be submitted on the bidding form included in the bidding documents and provided to the CITY in a sealed envelope. The level of accuracy shall be the same as that for the final estimate.

Task 604 Review Bids and Recommend Award

1. CITY shall accept and open bids received from contractors. ENGINEER will not be present.
2. Consult with and advise CITY as to the acceptability of the apparent successful bidder and the proposed major or specialty subcontractors. The review and evaluation shall include such factors as work previously completed for the CITY, work completed for others, contractor's proposed project manager and superintendent, financial resources, technical experience, responses from references and other relevant facts. CITY shall provide one (1) copy of each bid as well as a bid tab to ENGINEER for evaluation.
3. Make written recommendation regarding the award of construction contract.

TASK SERIES 700 - CONSTRUCTION PHASE SERVICES

Task 701 Construction Phase Project Management

The purpose of Construction Phase Project Management will be to manage, direct and oversee each element of the Construction Phase Services identified herein and subcontractors employed by the ENGINEER in completion of the Construction Phase of the project. The ENGINEER shall coordinate the overall work of the project to include field inspections, engineering analysis, and

design; and oversee the work of the contractor engaged in such activities. The ENGINEER shall provide monthly progress reports that will show the percent completion of each task, overall project percent completion, time expended, and budget expended.

This task will also include Davis Bacon Wage Rate interviews with contractor's staff.

Task 702 Review Applications for Payments

Review applications for payment with the contractor for compliance with the contract documents and submit to the CITY with a recommendation for payment. A total of three (3) pay applications are budgeted for this project.

Task 703 Weekly Progress Reports

Prepare and submit to the CITY and the contractor weekly progress reports that indicate the work completed by the contractor during the previous week, upcoming major tasks, and anticipated coordination necessary during the upcoming week. It is anticipated that construction will go on for 12 weeks resulting in 12 progress reports.

Task 704 Review Change Order Requests

Review change order requests and discuss valid issues raised by the contractor in those requests with CITY staff. Develop and process change order documents requested by the CITY staff. It is anticipated that up to three (3) change order requests will be reviewed as part of this project.

Task 705 Pre-Construction Conference

Assist the CITY in conducting a pre-construction conference with the Contractor and other necessary parties. Up to who (2) team members from ENGINEER will attend this in-person conference that is budgeted to last up to one (1) hour. ENGINEER will provide a written summary of the conference. The ENGINEER will notify affected utility companies in writing, prior to the pre-construction conference so that they have a chance to attend if they want to.

Task 706 Review Contractor's Submittals

Review shop drawings, test results, and other submittals from Contractor to show conformance to the contract documents. Maintain a submittal log to document the processing of submittals. It is anticipated that up to four (4) submittals will be reviewed.

Task 707 Pre-Construction Photos and Videos

ENGINEER will coordinate with the Contractor the taking of pre-construction photos and video tapes of the construction alignment, temporary easements, adjacent developed properties, railroads, highways, and roadways. ENGINEER will review these items at the beginning of the project. Also, ENGINEER will take construction progress photos of critical elements throughout the project.

Task 708 Final Completion Inspections

Conduct final completion inspection. Up to two (2) team members from ENGINEER will accompany both the contractor and CITY staff on-site to review project completion and determine if outstanding issues are still observed. Up to six (6) hours total are budgeted for this task. ENGINEER will document a summary of the inspection and provide to the CITY.

Task 709 As-Constructed Drawings

Utilize the as-constructed information provided by the contractor and the Resident Project Representative to update the drawings. Provide the CITY with digital PDFs of record drawings.

Task 7010 Resident Project Representative (RPR)

Provide construction observation by a qualified RPR as necessary to confirm that the completed project will conform to the project drawings and specifications. Immediately report to the CITY work that does not conform to the project documents. A total of 120 hours has been budgeted for the RPR to be on-site, which is anticipated to be utilized in 10-hours per week increments but may chance depending on requests by CITY. The RPR will only be on-site if one of the following conditions is met:

1. A CITY or Contractor's representative has contacted GBA and requested RPR to be on-site on a specific day/time. A minimum 24 hours notice is required for this instance.
2. The Contractor is performing specialized work that requires GBA RPR to be on-site. This work includes pipe-bursting, manhole construction, and open-cut point repairs.

Since the RPR may not be on-site for the entirety of the construction each day, ENGINEER will only be responsible for observations made during their time on-site.

IV. OPTIONAL SERVICES

Any work requested by the CITY that is not specifically stated in one of the Basic Scope of Services listed above shall be classified as Optional Services. ENGINEER's contract maximum upper limit for compensation does not include an allowance amount for Optional Services not yet authorized by CITY that may be required throughout the course of the work. Any additional approved amount shall not be utilized unless specifically authorized in writing by the CITY to perform Optional Services. Optional Services shall not be performed unless the CITY provides written authorization to ENGINEER that includes the scope of work for each Optional Service to be performed and a maximum billing limit for compensation that has been mutually agreed upon. Optional Services shall include, but not limited to:

A. Additional design work for rehabilitation to sewer lines or manholes outside of the boundaries of this project.

B. Survey for identifying easement limits and assisting CITY with appraisal and/or acquisition of easements.

C. Conducting topographic survey or horizontal control survey to establish the base for layout of property and lot lines for properties anticipated to require new easements or additional open-cut replacement of sewers, if required.

D. Additional assistance with easement acquisition, including but not limited to obtaining Ownership Certifications (Ownership and Encumbrance reports) and preparing legal descriptions of easements and easement exhibits, above and beyond what is already in this scope.

E. Meetings with local, State, or Federal agencies beyond those contemplated under the Basic Scope of Services.

F. Appearances at public hearings or before special boards beyond those contemplated under the Basic Scope of Services.

G. Field subsurface investigations, geotechnical investigations, environmental site assessments, or easement or right-of-way selection, preparation, negotiation, or acquisition work, requested or authorized by the CITY beyond those included in the Basic Scope of Services and established allowances.

H. Assistance with bid protests and re-bidding.

I. Changes in the general scope, extent, design, or character of the project, including, but not limited to:

   1. Changes in size or complexity;
   2. CITY's project schedule, design, or character of construction;
   3. Method of financing or availability of funding;
   4. A change to the method of construction procurement, which is assumed to be a conventional procurement approach (i.e. design-bid-build) herein; and
   5. A change to the number of bid packages, which is assumed herein to be one (1) package.

V. CITY'S RESPONSIBILITIES

CITY will furnish, as required by Basic Services and not at the expense of the ENGINEER, the following items:

A. Provide available information pertinent to the assignment, including GIS data, previous reports, drawings, specifications, and any other data relative thereto. Provide said information within 30 calendar days of receipt of a written request by ENGINEER.

B. CITY's Project Manager will coordinate meetings between CITY staff and the ENGINEER.

C. Bidding Services. CITY will provide the following bidding phase services:

   1. Provide copies of bids to ENGINEER for evaluation.

(End of Scope of Services)

EXHIBIT "C"
FEE SCHEDULE

		TASK TOTAL $	TASK TOTAL HRS	GBA TASK TOTAL $	GBA TASK TOTAL HRS	Principal $298	Associate $274	Project Leader $224	Project AES $178	Design AES $160	Senior Tech $172	Senior FT $158	Field Tech 4 $142	Assistant $110	Direct Expense	GBA Direct Expenses (Total)
NTP ~ April 1, 2025																
Contract Time of Design Phase: 120 days																
Contract Time of Construction Phase: 90 days																
TASK SERIES 100 - PROJECT MANAGEMENT AND ADMINISTRATION																
1.1 Project Management Services (4 months)		**$1,792**	**8**	**$1,792**	**8**	**0**	**0**	**8**	**0**	**0**	**0**	**0**	**0**	**0**	**$0**	**$0**
1.2 Monthly Invoicing and Project Status Reports		**$1,336**	**8**	**$1,336**	**8**	**0**	**0**	**4**	**0**	**0**	**0**	**0**	**0**	**4**	**$0**	**$0**
1.3 Quality Control		**$1,044**	**4**	**$1,044**	**4**	**2**	**0**	**2**	**0**	**0**	**0**	**0**	**0**	**0**	**$0**	**$0**
1.4 Project Kickoff Meeting		**$722**	**3**	**$722**	**3**	**0**	**1**	**2**	**0**	**0**	**0**	**0**	**0**	**0**	**$0**	**$0**
1.5 Progress Meetings (2 Meetings)		**$1,220**	**5**	**$1,220**	**5**	**0**	**2**	**3**	**0**	**0**	**0**	**0**	**0**	**0**	**$0**	**$0**
Task 1 Hours			**28**		**28**	**2**	**3**	**19**	**0**	**0**	**0**	**0**	**0**	**4**		
Task 1 Fee		**$6,114**		**$6,114**		**$596**	**$822**	**$4,256**	**$0**	**$0**	**$0**	**$0**	**$0**	**$440**	**$0**	**$0**
TASK SERIES 200 - FIELD SERVICES																
2.1 Manhole Inspections		**$2,008**	**13**	**$2,008**	**13**	**0**	**0**	**0**	**0**	**2**	**0**	**4.5**	**6.5**	**0**	**$54**	**$54**
Task 2 Hours			**13**		**13**	**0**	**0**	**0**	**0**	**2**	**0**	**4.5**	**6.5**	**0**		
Task 2 Fee		**$2,008**		**$2,008**		**$0**	**$0**	**$0**	**$0**	**$320**	**$0**	**$711**	**$923**	**$0**	**$54**	**$54**
TASK SERIES 300 - PUBLIC INVOLVEMENT AND UTILITY COORDINATIO																
3.1 Communication with Property Owners		**$704**	**4**	**$704**	**4**	**0**	**0**	**1**	**0**	**3**	**0**	**0**	**0**	**0**	**$0**	**$0**
3.2 Utility Relocation Coordination		**$1,448**	**9**	**$1,448**	**9**	**0**	**0**	**1**	**0**	**5.5**	**2**	**0**	**0**	**0**	**$0**	**$0**
3.3 90% Utility Meeting (If Needed)		**$1,000**	**4**	**$1,000**	**4**	0	1	2	1	0	0	0	0	0	$100	$100
Task 3 Hours			**17**		**17**	**0**	**1**	**4**	**1**	**8.5**	**2**	**0**	**0**	**0**		
Task 3 Fee		**$3,152**		**$3,152**		**$0**	**$274**	**$896**	**$178**	**$1,360**	**$344**	**$0**	**$0**	**$0**	**$100**	**$100**
TASK SERIES 400 - DATA ANALYSIS AND RECOMMENDATIONS																
4.1 Review of CCTV from Contractor		**$2,173**	**13**	**$2,173**	**13**	**0**	**0**	**2**	**2.5**	**8**	**0**	**0**	**0**	**0**	**$0**	**$0**
4.2 Preliminary Rehabilitation Recommendations		**$1,292**	**7**	**$1,292**	**7**	**0**	**0**	**1**	**6**	**0**	**0**	**0**	**0**	**0**	**$0**	**$0**
Task 4 Hours			**20**		**20**	**0**	**0**	**3**	**8.5**	**8**	**0**	**0**	**0**	**0**		
Task 4 Fee		**$3,465**		**$3,465**		**$0**	**$0**	**$672**	**$1,513**	**$1,280**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
TASK SERIES 500 - CONSTRUCTION DOCUMENTS																
5.1 Develop 90% Construction Contract OPC		**$1,458**	**8**	**$1,458**	**8**	**0**	**1**	**1**	**0**	**6**	**0**	**0**	**0**	**0**	**$0**	**$0**
5.2 Develop 90% Construction Contract Plans		**$2,752**	**16**	**$2,752**	**16**	**0**	**0**	**0**	**0**	**0**	**16**	**0**	**0**	**0**	**$0**	**$0**
5.3 Deveop 90% Construction Contract Specifications		**$1,920**	**12**	**$1,920**	**12**	**0**	**0**	**0**	**0**	**12**	**0**	**0**	**0**	**0**	**$0**	**$0**
5.4 Submit 90% Construction Contract Documents		**$112**	**1**	**$112**	**1**	**0**	**0**	**0.5**	**0**	**0**	**0**	**0**	**0**	**0**	**$0**	**$0**
5.5 Plan in Hand Walk Through		**$1,708**	**8**	**$1,708**	**8**	0	0	4	4	0	0	0	0	0	$100	$100
5.6 Final Construction Contract Documents		**$1,145**	**7**	**$1,145**	**7**	0	0.5	0	0	2	4	0	0	0	$0	$0
5.7 Final OPC		**$493**	**3**	**$493**	**3**	0	0.5	0	2	0	0	0	0	0	$0	$0
5.8 Submit Final Deliverables		**$272**	**2**	**$272**	**2**	0	0	0.5	0	1	0	0	0	0	$0	$0
Task 5 Hours			**55**		**55**	**0**	**2**	**6**	**6**	**21**	**20**	**0**	**0**	**0**		
Task 5 Fee		**$9,860**		**$9,860**		**$0**	**$548**	**$1,344**	**$1,068**	**$3,360**	**$3,440**	**$0**	**$0**	**$0**	**$100**	**$100**
TASK SERIES 600 - BID PHASE SERVICES																
6.1 Pre-Bid Conference		**$934**	**4**	**$934**	**4**	**0**	**1**	**2.5**	**0**	**0**	**0**	**0**	**0**	**0**	**$100**	**$100**
6.2 Respond to and Document Questions		**$1,124**	**5**	**$1,124**	**5**	**0**	**1**	**3**	**1**	**0**	**0**	**0**	**0**	**0**	**$0**	**$0**
6.3 Submit Engineer's Opinion of Probable Construction Cost		**$160**	**1**	**$160**	**1**	**0**	**0**	**0**	**0**	**1**	**0**	**0**	**0**	**0**	**$0**	**$0**
6.4 Review Bids and Recommend Award		**$864**	**5**	**$864**	**5**	**0**	**0**	**1**	**0**	**4**	**0**	**0**	**0**	**0**	**$0**	**$0**
Task 6 Hours			**15**		**15**	**0**	**2**	**6.5**	**1**	**5**	**0**	**0**	**0**	**0**		
Task 6 Fee		**$3,082**		**$3,082**		**$0**	**$548**	**$1,456**	**$178**	**$800**	**$0**	**$0**	**$0**	**$0**	**$100**	**$100**
TASK SERIES 700 - CONSTRUCTION PHASE SERVICES																
7.1 Construction Phase Project Management		**$1,440**	**8**	**$1,440**	**8**	**0**	**0**	**4.5**	**1.5**	**0**	**0**	**0**	**0**	**1.5**	**$0**	**$0**
7.2 Review Applications for Payments		**$870**	**5**	**$870**	**5**	**0**	**0**	**1.5**	**3**	**0**	**0**	**0**	**0**	**0**	**$0**	**$0**
7.3 Weekly Progress Reports		**$852**	**6**	**$852**	**6**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**6**	**0**	**$0**	**$0**
7.4 Review Change Order Requests		**$1,479**	**8**	**$1,479**	**8**	**0**	**1.5**	**0**	**6**	**0**	**0**	**0**	**0**	**0**	**$0**	**$0**
7.5 Pre-Construction Conference		**$934**	**4**	**$934**	**4**	0	1	2.5	0	0	0	0	0	0	$100	$100
7.6 Review Contractor's Submittals		**$936**	**5**	**$936**	**5**	0	0	1	4	0	0	0	0	0	$0	$0
7.7 Pre-construction Photos and Videos		**$640**	**4**	**$640**	**4**	0	0	0	2	0	0	0	2	0	$0	$0
7.8 Final Completion Inspections		**$924**	**6**	**$924**	**6**	0	0	0	2	0	0	0	4	0	$0	$0
7.9 As-Constructed Drawings		**$356**	**2**	**$356**	**2**	0	0	0	2	0	0	0	0	0	$0	$0
7.10 Resident Project Representative (RPR)		**$18,480**	**120**	**$18,480**	**120**	0	0	0	0	0	0	0	120	0	$1,440	$1,440
Task 7 Hours			**166**		**166**	**0**	**2.5**	**9.5**	**20.5**	**0**	**0**	**0**	**132**	**1.5**		
Task 7 Fee		**$26,911**		**$26,911**		**$0**	**$685**	**$2,128**	**$3,649**	**$0**	**$0**	**$0**	**$18,744**	**$165**	**$1,540**	**$1,540**
TOTAL LABOR HOURS			**313**		**313**	**2**	**11**	**48**	**37**	**45**	**22**	**5**	**139**	**6**		
TOTAL FEE		**$54,592**		**$54,592**		**$596**	**$2,877**	**$10,752**	**$6,586**	**$7,120**	**$3,784**	**$711**	**$19,667**	**$605**	**$1,894**	**$1,894**

PROFESSIONAL
SERVICES
AGREEMENT
CONSULTANT-CLIENT

THIS PROFESSIONAL SERVICES AGREEMENT (this "Agreement") is made and entered into as of the 27 day March , 2025 _ (the "Effective Date") by and between George Bulter Associates, Inc. ., party of the first part, (the CONSULTANT), and CITY OF EDGERTON, KANSAS, party of the second part, (the CLIENT).

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

Engineering Design and Construction Administration Services for the

2025 3rd and Hulett Sanitary Sewer Rehabilitation Project

WHEREAS, the CONSULTANT is licensed in accordance with the laws of the State of Kansas and is qualified to perform the Professional Services desired by the CLIENT now therefore:

IT IS AGREED by and between the two parties aforesaid as follows:

SECTION 1 – DEFINITIONS

As used in this Agreement, the following terms shall have the meanings ascribed herein unless otherwise stated or reasonably required by this contract, and other forms of any defined words shall have a meaning parallel thereto.

1.1 "Additional Services" means any Services requested by the CLIENT which are not covered by **Exhibit 1** of this Agreement.

1.2 "Agreement" means this contract and includes change orders issued in writing.

1.3 "CLIENT" or "Client" means the City of Edgerton.

1.4 "CONSULTANT" or "Consultant" means the company identified on page 1 and any additional parties they might employ (upon the approval of CLIENT) to perform pursuant to this contract.

1.5 "Contract Documents" means those documents so identified in the Agreement for this Project.. Terms defined in General Conditions shall have the same meaning when used in this Agreement unless otherwise specifically stated or in the case of a conflict in which case the definition used in this Agreement shall prevail in the interpretation of this Agreement.

1.6 "Engineering Documents" or "Architectural Documents" or "Survey Documents" means plans,

specifications, reports, drawings, tracings, designs, calculations, computer models, sketches, notes, memorandums or correspondence related to the work described in Exhibit 1 attached hereto.

1.7 "Consulting Services" or "Engineering Services" or "Architectural Services" or "Survey Services" means the professional services, labor, materials, supplies, testing and other acts or duties required of the CONSULTANT under this Agreement, together with Additional Services as CLIENT may request and evidenced by a supplemental agreement pursuant to the terms of this Agreement.

1.8 "Services" is a description of the required work as shown in **Exhibit 1**.

SECTION 2 – RESPONSIBILITIES OF CONSULTANT

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

2.2 GENERAL DUTIES AND RESPONSIBILITIES

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

Name: _____
Address: _____
_____
Phone: _____

2.2.2. **Standard of Care**: In the performance of professional Services, CONSULTANT will use that level of care and skill ordinarily exercised by reputable members of CONSULTANT's profession currently practicing in the same locality under similar conditions.

2.2.3. **Independent Contractor**: The CONSULTANT is an independent contractor and as such is not an employee of the Client.

2.2.4. **Insurance**: CONSULTANT will maintain insurance for this Agreement, as specifically provided in **Exhibit 2.**

2.2.5. **Subcontracting of Service**: The CONSULTANT shall not subcontract or assign any of the Services to be performed under this Agreement without first obtaining the approval of the Client regarding the Services to be subcontracted or assigned and the firm or person proposed to perform the Services. Neither the CLIENT nor the CONSULTANT shall assign any rights or duties under this Agreement without the prior consent of the other party.

2.2.6. **Endorsement**: When applicable, the CONSULTANT shall sign and seal final plans, specifications, estimates and data furnished by the CONSULTANT according to Kansas Statutes and Rules and Regulations.

2.2.7. **Force Majeure**: Should performance of Services by CONSULTANT be affected by causes beyond its reasonable control, Force Majeure results. Force Majeure includes, but is not restricted to, acts of God; acts of a legislative, administrative or judicial entity; fires; floods; labor disturbances; epidemics; and unusually severe weather. CONSULTANT will be granted a reasonable time extension and the parties will negotiate an equitable adjustment to the price of any affected Work Order, where appropriate, based upon the effect of the Force Majeure on performance by CONSULTANT.

2.2.8. **Inspection of Documents**: The CONSULTANT shall maintain Project records for inspection by the CLIENT during the contract period and for five (5) years from the date of final payment.

SECTION 3 – CLIENT RESPONSIBILITIES

3.1 GENERAL DUTIES AND RESPONSIBILITIES

3.1.1. **Communication**: The CLIENT shall provide to the Consultant information and criteria regarding the CLIENT's requirement for the Project; examine and respond in a timely manner to the Consultant's submissions and give notice to the Consultant whenever the CLIENT observes or otherwise becomes aware of any defect in the Services. The CLIENT represents that all information they provide is accurate. CONSULTANT'S review and use of the information will be to the standard of care and any delays or additional costs due to inaccurate information will be the responsibility of the CLIENT.

3.1.2. **Access**: The CLIENT will provide access agreements for the Consultant to enter public and private property when necessary.

3.1.3. **Duties**: The CLIENT shall furnish and perform the various duties and Services in all phases of the Project which are outlined and designated in Exhibit 1 as the CLIENT's responsibility.

3.1.4. **Program and Budget**: The CLIENT shall provide full information stating the CLIENT's objectives, schedule, budget with reasonable contingencies and necessary design criteria so that CONSULTANT is able to fully understand the project requirements.

3.1.5. **Testing**: Any additional tests required to supplement the Scope of Services or tests required by law shall be furnished by the CLIENT.

3.1.6. **Legal, Insurance, Audit**: The CLIENT shall furnish all legal, accounting and insurance counseling Services as may be necessary at any time for the Project. The CLIENT shall furnish all bond forms required for the Project.

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

Name:	Holly Robertson
Address:	404 E Nelson St PO Box 255
	Edgerton KS 66021
Phone:	(913) 424-3621

SECTION 4 – PAYMENT

4.1 COMPENSATION

4.1.1. **Fee and Expense**: The CLIENT agrees to pay the CONSULTANT a fee based on the actual hours expended on the Project at the rates indicated in the attached Fee Schedule; Exhibit 3 and the actual reimbursable expenses permitted under this Agreement and incurred on the Project. This fee is based on the scope of Services outlined in Exhibit 1 of this

Agreement. Payment is due within thirty (30) days of billing by the CONSULTANT and any late payment will incur an interest charge of one (1) percent per month.

4.1.2. **Hourly Rate**: Any Additional Services which are not set forth in this Agreement will be charged on the basis of the hourly rate schedule attached hereto as Exhibit 3. No Additional Services or costs shall be incurred without proper written authorization of the CLIENT.

4.1.3. **Reimbursable Expenses**: Reimbursable expenses shall be charged following approval by CLIENT. Reimbursable expenses include, but are not limited to, expenses of transportation in connection with the Project; expenses in connection with authorized out-of-town travel; expenses of printing and reproductions; postage; expenses of renderings and models requested by the CLIENT and other costs as authorized by the CLIENT.

4.1.4. **Billing**: CONSULTANT shall bill the CLIENT monthly for services and reimbursable expenses according to **Exhibit 3**. The bill submitted by CONSULTANT shall itemize the services and reimbursable expenses for which payment is requested, notwithstanding any claim for interest or penalty claimed in a CONSULTANT's invoice. The CLIENT agrees to pay within thirty (30) days of billing by the CONSULTANT and any late payment will incur an interest charge of one and (1) percent per month.

4.1.5. **Change in Scope**: For modifications in authorized scope of services or project scope and/or modifications of drawings and/or specifications previously accepted by the CLIENT, when requested by the CLIENT and through no fault of the CONSULTANT, the CONSULTANT shall be compensated for time and expense required to incorporate such modifications at CONSULTANT's standard hourly rates per Exhibit 3. CONSULTANT shall correct or revise errors or deficiencies in its designs, drawings or specifications without additional compensation when due to CONSULTANT's negligence, error or omission.

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

SECTION 5 – MUTUAL PROVISIONS

5.1 TERMINATION

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

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

Upon receipt of such notice from CLIENT, the CONSULTANT shall, at CLIENT's option as contained in the notice; Immediately cease all Services and meet with CLIENT to determine what Services shall be required of the CONSULTANT in order to bring the Project to a reasonable termination in accordance with the request of the CLIENT. The CONSULTANT shall also provide to the CLIENT digital and/or mylar copies of drawings and documents

completed or partially completed at the date of termination. The CONSULTANT is entitled to terminate this agreement by providing thirty (30) days written notice.

5.1.2. **Compensation for Convenience Termination**: If CLIENT shall terminate for its convenience, as herein provided, CLIENT shall compensate CONSULTANT for all Services completed to date prior to receipt of the termination notice.

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

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

5.2 DISPUTE RESOLUTION

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

5.3 OWNERSHIP OF INSTRUMENTS OF SERVICE

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

5.4 INDEMNIFY AND HOLD HARMLESS

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

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

5.5 ENTIRE AGREEMENT

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

5.6 APPLICABLE LAW

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

5.7 ASSIGNMENT OF AGREEMENT

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

5.8 NO THIRD PARTY BENEFICIARIES

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

5.9 COMPLIANCE WITH LAWS

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

5.10 TITLES, SUBHEADS AND CAPITALIZATION

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

5.11 SEVERABILITY CLAUSE

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

5.12 FIELD REPRESENTATION

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

5.13 HAZARDOUS MATERIALS

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

5.14 AFFIRMATIVE ACTION

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

5.15 SPECIAL PROVISIONS

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

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

CONSULTANT:	**CLIENT:**
_____ **(Firm Name)**	**City of Edgerton, Kansas**
By: _____	By: _____
Printed Name: _____	Printed Name: _____
Title: _____	Title: _____

END OF CONSULTANT-CLIENT AGREEMENT

EXHIBIT 1
SCOPE OF SERVICES

EXHIBIT 2

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

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

(1) COMMERCIAL GENERAL LIABILITY
$1,000,000 Per Occurrence
$2,000,000 Aggregate

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

(2) WORKERS COMPENSATION - STATUTORY & EMPLOYERS LIABILITY
$100,000 Each Accident
$500,000 Policy Limit - Disease
$100,000 Each Employee – Disease

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

(3) PROFESSIONAL LIABILITY / ERRORS & OMISSIONS
$1,000,000 Per Claim
$2,000,000 Aggregate

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

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

(4) WAIVER OF SUBROGATION

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

(5) CERTIFICATE OF INSURANCE

Prior to commencing the work, Consultant shall furnish an acceptable certificate(s) of insurance, identifying insurers that write Consultant's coverages, with minimum Best's Guide Rating of A- and Class VIII or better, and authorized to do business in the state of Kansas. Certificate will evidence the required coverage and endorsements stated above. Should any of the above described policies be cancelled or non-renewed, the City shall first be provided 30 days prior written notice, except 10 days for non-payment of premium. This cancellation provision shall be indicated on the certificate of insurance. City also reserves the right to obtain copies of Consultant's policies to validate coverage in effect if certificates are ambiguous. Annually, Consultant agrees to provide a new/replacement formal certificate of insurance five (5) days prior to the expiration date. If any portion of the work is to be subcontracted, Consultant shall require that the subcontracted Consultant(s) shall comply with the same indemnification agreement terms and be required to provide and maintain all insurance coverages and provisions as stated above, with a formal certificate of insurance acceptable to City evidencing same. Self-Insured retentions must be declared to and approved by City. If consultant is self-insured for any of the above coverages, such self-insurance must be approved by City, which may require written guarantees for payment of self insured
losses and related investigation, administration, and defense costs. And it must provide claims handling procedures acceptable to the City. Acceptance of any certificate that does not comply with the above requirements shall not operate as a waiver of Consultant's obligations hereunder. And the fact that insurance is obtained by Consultant shall not be deemed to release or diminish the liability of Consultant including, without limitation, liability under the indemnity provisions of this contract. Damages recoverable by City shall not be limited by the amount of the required insurance coverage. Consultant shall notify City in writing as soon as possible after any occurrence that could potentially lead to any lawsuit and/or after it receives notice or knowledge of any demand, claim, cause of action, lawsuit, or action arising out of the work performed under this contract.

EXHIBIT 3

COST AND SCHEDULE

EDGERTON
global routes. local roots.
404 East Nelson
Edgerton, KS 66021
P: 913.893.6231
EDGERTONKS.ORG

City Council Action Item

Council Meeting Date: March 27, 2025

Department: Public Works

Agenda Item: Consider Award of Bid for 2025 LPKC and Grade Separation Mowing to Scarecrow Farm and Lawn

Background/Description of Item:
Since the 2016 mowing season, staff has contracted out the right-of-way (ROW) mowing activities along Homestead Lane for various reasons, primarily safety and a consistent level of service. Over the last several seasons this mowing was conducted on a bi-weekly basis, this equates to sixteen (16) total mows for the 2025 season. The 2025 mowing season will continue to include curb line trimming on a biweekly basis. As in earlier years, staff proposed a bid-alternate for mowing the 207th bridge separation acreage.

In preparation for Spring and Summer maintenance activities, the City of Edgerton solicited for Right-of-Way (ROW) Mowing Services bids in January 2025.

The City of Edgerton purchasing policy requires competitive bidding of purchases over $1,000. 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 (5) local vendors and received responses from three (3) of the five (5) vendors. Each of the bids/quotes followed the provided bid/quote outline. This outline included cost per location and trimming and edging activities broken out.

All of the bids received are compiled into a bid tabulation sheet, shown below. Bids ranged from $22,320 to $49,840, including the bid-alternate.

	Bids (Annually)		
Company	**LPKC**	**207th grade Sep**	**combined annual**
Scarecrow Farm and Lawn	14,640	7,680	22,320
A Plus lawn Care	11,600	14,400	26,000
Enright Lawns	39,680	10,160	49,840

Staff recommends approving a one-year contract with Scarecrow Farm and Lawn as the preferred mowing provider for the mowing year of 2025, due to past knowledge, understanding and expectation of the service requested as well as the lowest combined overall cost.

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. 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.

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

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

Funding Source: General Fund – Public works

Budget Allocated: $27,500.00

Finance Director Approval: x Karen E. Kindle
Karen Kindle, Finance Director

Recommendation: Award the LPKC and Grade Separation Mowing Services Bid to Scarecrow Farm and Lawn in an Amount Not to Exceed $22,320

Enclosed: N/A

Prepared by: Chase Forrester, Foreman and Trey Whitaker, Assistant to the City Administrator

Marketing/Communications Update

August 2024

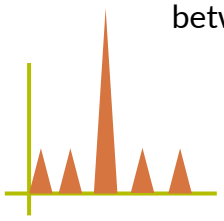
http:// EdgertonKS.org

15,241

Total number of users visiting between March 1 - July 31

42,362

Pages viewed between Aug 1- Feb 28

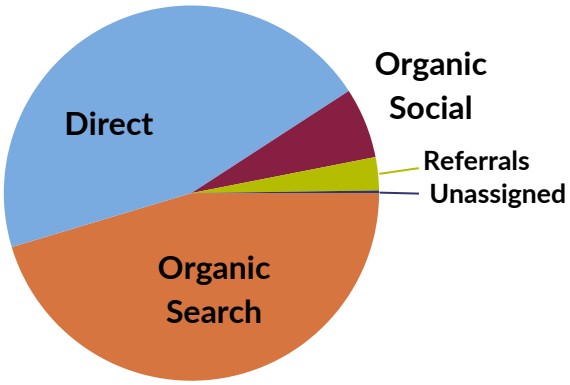


475% spike in views on Feb 22 when we opened The Greenspace

24 News Posts since Aug 1

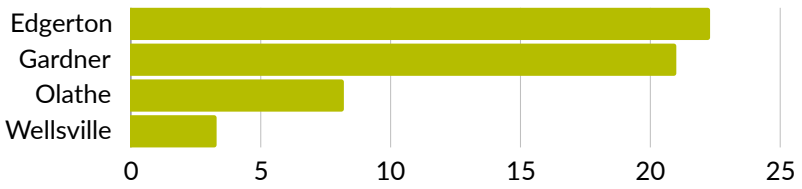
65% Majority of site traffic has been on desktop in the past six months

How People Find Us:



Social Media: Facebook

Total # of followers increase since Aug 1 **207**

People reached Aug 1-Feb 28 **67.9K**

Where do our followers live?