

**LOUISBURG CITY COUNCIL
REGULAR MEETING
6:30 P.M., OCTOBER 20, 2025
CITY HALL, 215 S. BROADWAY**

Workshop – Governing Body Handbook

<https://boxcast.tv/view/louisburg-city-council-workshop-fgt3xslwwtadgbri0d5j>

Regular meeting livestream link:

<https://boxcast.tv/view/louisburg-city-council-s1ti4fqgailcpmhnoj6p>

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE
3. ADOPT AGENDA
4. APPROVE MINUTES - of the Oct. 6, 2025, regular meeting
5. APPROVAL OF BILLS
6. MAYOR’S REPORT
7. RECOGNITION OF SCHEDULED VISITORS
8. PUBLIC COMMENTS: Persons who wish to address the Mayor and City Council regarding items not on the agenda may do so at this time. Speakers will be limited to three (3) minutes. Any presentation is for informational purposes only. Please state your name and address.
9. COUNCIL/COMMISSION REPORTS
10. DEPARTMENT REPORTS
 - A. Finance
 - Investment-Diversity Offering from First National Bank
 - B. Planning
 - C. Police
 - D. Fire
 - E. Public Works

- Brush Dump
- Landscape & Bed Maintenance
- Park Fee Review

F. Administration

- Holiday Magic on Broadway Special Event Application
- Trailcats Race Event

11. CITY ATTORNEY’S REPORT

12. ADMINISTRATOR’S REPORT

A. Grass Issue from Suddenlink

B. USDI Natural Gas System Operations Agreement Review

13. ADJOURNMENT

CITY OF LOUISBURG, KANSAS
MINUTES OF REGULAR MEETING
October 6, 2025

Workshop Livestream link:

<https://boxcast.tv/view/louisburg-city-council-workshop-ngixq7nf8q7u9q4cyzav>

Council Livestream link:

<https://boxcast.tv/view/louisburg-city-council-hkmffww2t0np1qoovcho>

The Council of the City of Louisburg, Kansas, met at 6:30 p.m. in regular session in the City Hall Council Chambers. Mayor Donna Cook presiding.

Council Members Steve Town, Scott Margrave, Tiffany Ellison, Ryan Graves
Councilmember Kalee Stone was absent
City Administrator Nathan Law
City Clerk Jessica McGowin
Public Works Director Ben Miller
Planning Director Katherine Louderbaugh
Communications Coordinator Jean Carder
Finance Director Richard Mikesic - Absent
Police Chief Josh Weber
Fire Chief Gerry Rittinghouse

PLEDGE OF ALLEGIANCE

Councilmember Ryan Graves led the pledge of allegiance.

APPROVAL OF THE AGENDA

Councilmember Tiffany Ellison moved, seconded by Councilmember Steve Town and carried 4-0, to adopt the agenda as presented.

APPROVAL OF THE MINUTES

Councilmember Scott Margrave moved, seconded by Graves and carried 4-0, to approve the September 15, 2025, minutes as presented.

APPROVAL OF THE BILLS

Town moved to approve the bills. Margrave asked where the lake aerator was located and how long it had been in place. City Administrator Law said it is located on the west side of City Lake and has been there approximately seven years. Margrave asked about the Police Department impound fee. Law said a cat was captured and taken to a local veterinary. Ellison seconded the motion to approve the bills and then mentioned that with the new finance system maybe details are available that hadn't been available in past bills lists. Finance Director Mikesic was absent and unable to address the bills list. City Clerk McGowin said the new system allows for more thorough reporting and some items might be named differently. Ellison asked how many desktop computers were replaced at the Police Department. Police Chief Weber said eight with another potential replacement. Ellison asked about the generator service. Public Works Director Ben Miller said it was for the generator at the wastewater treatment plant. Ellison asked if all the seed purchased was used at the cemetery. Law said after the seed was spread, remaining seed was used in other parks locations but not enough to charge back to another park. The motion passed 4-0.

MAYOR'S REPORT

None.

SCHEDULED VISITORS

Dennis Strumberger, who lives on N. Third Street, spoke to the council regarding damage to his front yard caused when Suddenlink installed fiber. He stated that his yard previously consisted of fescue and was well-maintained, but after the work, invasive zoysia grass began growing where the yard had been torn up. He showed council members photos of the affected area.

Law confirmed this address had been on the original punch list but clarified the city did not dictate the type of grass seed used during restoration work. Mr. Strumberger said the yard looked good before the disturbance and believed the contractor should have watered and restored it properly. He also reported a water line was damaged during the installation, requiring additional digging.

Ellison asked whether Suddenlink repaired the water line. Public Works Director Miller stated City staff performed the repair. Ellison then asked if Suddenlink had been billed, and Law said he was unsure. Cook asked if the city had specified a seed type. Law confirmed no.

Mr. Strumberger said the Grass Pad advised him to treat the area with Roundup, which he has been doing. After researching, he believes complete removal is necessary. He is requesting the city treat the grass once more with Roundup or a stronger product, dig out 5–6 inches of soil, replace it with new soil, then sod and water the area.

Cook asked if Suddenlink had been contacted. Law said no and said the maintenance bond has expired. Cook asked Miller for a recommendation. Miller said removal is likely the only effective solution because zoysia is almost impossible to eradicate otherwise. Law said this is a more involved approach than a typical water repair. Law said authorization would be required before any City staff could do any work in the area. Ellison stated that Suddenlink was allowed to work in the right-of-way, and the city ensured proper restoration at the time, so she does not believe the city is liable.

Graves expressed concern about additional liability and using more chemicals. Cook asked if Law had a contact for Suddenlink and to bring information back. Mr. Strumberger said to repair about 2,300 square feet would cost about \$1,300 in sod costs but isn't sure about topsoil or labor. Cook requested the matter be brought back to the next meeting.

PUBLIC COMMENTS

None.

COUNCIL REPORTS

Graves – Graves asked about the road work being done on North Metcalf where it turns to County maintenance. He stated there is a very steep drop off where the road is being milled and asked if the County could put a caution sign stating there was a bump ahead. Law will check with the County.

Ellison – Nothing to report.

Margrave – Margrave reported being approached by a concerned citizen about the burn site being closed over the weekend. He explained the closure and invited the citizen to the council meeting. Discussion focused on notifying residents, as some do not use social media, and on staffing the site on weekends to prevent illegal dumping, though hiring for this role has been challenging. Miller and Law said there are still some items to work out including a shelter for a part-time employee, breaks and time-off. The citizen, a churchgoer, also expressed concerns about the site being open on Sundays. Cook directed staff to continue to work on this.

Town – Town asked if there was a way that everyone could sit down and go over policies/procedures with department heads. Cook asked for clarification on the question. Town said he was asking if there are revisions that might be needed. Cook said she believes that is what they are doing now. Law stated staff have been going through city code, and questions were submitted that have been forwarded to the city attorney for review, however, there will be a multi department head review.

Stone – Stone was absent.

DEPARTMENT REPORTS

Finance:

Nothing to report.

Planning:

Planning Director Katherine Louderbaugh provided an update on a house condemnation process on S. Olive Street and the steps that have taken place.

Ellison inquired about commercial properties being used for residential living. Louderbaugh stated she needs to be notified if this occurs, as it is not permitted. Law added that each reported issue is investigated individually. Cook asked whether permanent apartments above commercial buildings are allowed; both Law and Louderbaugh confirmed they are permitted in the downtown area.

Police:

Nothing to report.

Fire:

Fire Chief Gerry Rittinghouse provided the 2025 Equipment Review handout and asked for questions. He reported 455 calls to date for the City and County. Rittinghouse reported the County Commissioners approved an increase in call pay to \$40, and the City plans to match that rate effective Jan. 1. Graves asked if the engine which had suffered catastrophic failure had been repaired. Rittinghouse identified Engine 621, noting they have not yet received an invoice, but the damage was less severe than initially thought, with estimated repair costs in the \$6,000–\$7,000 range. Rittinghouse also reported that Fire Prevention Month has begun, and the department has visited local schools and home-school groups.

Public Works:

Cemetery Mowing RFP Selection - Two bids were received for cemetery mowing. Staff recommended retaining GroundsKeepers, noting their pricing has not changed. Cook asked whether cleanup is handled by GroundsKeepers or volunteers; Communications Coordinator Jean Carder stated cleanup is an extra charge by GroundsKeepers, but the National Honor Society performs cleanup twice per year.

Ellison inquired about tree trimming. Miller noted it may not be needed and is considered an optional service. Ellison requested that optional services be evaluated based on actual needs. Discussion followed regarding whether weekly mowing is more cost-effective when optional services are added. Graves asked how many times mowing occurs. Miller said typically once per week unless conditions are dry. Ellison asked about headstone cleaning. Miller confirmed it is not currently performed and would need to be requested.

Cook supported retaining GroundsKeepers. Graves requested clarification on mowing frequency and expressed interest in evaluating the cheaper option.

Graves moved, seconded by Margrave and carried 4-0, to approve the 2026 Cemetery Mowing Contract for three years with an option to extend for two additional years with GroundsKeepers LLC in the amount of \$800 per mow per week along with the optional services provided in the bid.

2026 Landscaping and Bed Maintenance Bid Award - Miller said B&M Mowing was the only bid. Cook expressed concern about committing to a three-year contract with B&M Mowing, as the city has not yet seen their work. Law noted that previous contracts included language allowing flexibility on contract length and added that B&M Mowing is not registered with the Secretary of State. A B&M Mowing representative, present at the meeting, stated the company is a registered LLC and carries insurance. Law suggested allowing staff to follow up to clarify registration status and move forward with approval based on that information being completed.

Ellison emphasized the need for proper insurance coverage to ensure the city is not liable for any incidents. Discussion occurred. The B&M Mowing representative said he was not sure he was interested in the contract any longer.

CIPP Sewer Main Lining Bid Award - Miller stated SAK Construction submitted the lowest bid. Miller contacted their references and received positive feedback. He noted the bid came in lower than he had estimated, so he is seeking council approval to expand the scope of the project to include additional areas of the city.

There were questions about using a purchase order to earmark the funds under this year's budget authority. Ellison asked when the work is expected to be completed. Miller said by the end of March. Law stated they will issue a purchase order.

Graves suggested setting a not-to-exceed amount of \$125,000 to give Miller more flexibility. Miller said he is comfortable with that amount. Graves asked whether that figure would be useful or if more or less money would be needed. Miller responded that \$125,000 would be useful.

Graves moved, seconded by Town and carried 4-0, to approve awarding the contract to SAK for an amount not to exceed \$125,000 at \$37 per foot with the possibility of additional lines to be added at the same cost per foot of \$37 per foot.

Microsurfacing Option - Miller stated a company representative for the microsurfacing contractor who lives in Louisburg had contacted him about changing the location of the micro surfacing project from Park Meadows to Broadway Street, as the rep felt that Broadway would provide the greatest benefit.

Ellison moved, seconded by Margrave and carried 4-0, to approve Vance Brothers to microsurface 6,500 square yards on South Broadway from South Third Street to the entrance at 1200 S. Broadway for \$3.55/square yard for a not-to-exceed cost of \$23,075.

North and South Lined Sewer Overflow Basin Repair – Miller said the liners in the sewer overflow basins need to be replaced. Cook asked how long ago the ballasts were purchased. Nathan stated they were installed as part of the upgrade in 2017–2018.

Ellison moved, seconded by Margrave and carried 4-0, to publish an RFP for the repair of the north and south overflow cells with weighted ballast.

Aquatic Center Painting and Bathrooms Repairs - Law said it was first discussed this project could be one RFP but as part of staff discussion thought splitting the project into two parts would provide better response. Law said the current painting scope includes power washing, not sandblasting, and if sandblasting is desired that could be added to the RFP. Cook asked whether power washing would be sufficient. Miller said yes, noting that sandblasting can sometimes be hard on cinder blocks. Ellison asked if only the interior walls were being done and not a full exterior paint job. Law confirmed and said the exterior blocks are dyed.

Ellison moved, seconded by Graves and carried 4-0, to approve publication of the RFP for the Aquatic Center painting as presented.

Ellison moved, seconded by Margrave and carried 4-0, to approve publication of the RFP for the Aquatic Center bathhouse plumbing as presented.

2025 Aquatic Center Slide Refurbishing - Miller provided comparisons for both replacing and refurbishing the slides as requested by the Council at the last meeting. Cook asked whether any other companies had been contacted. Law said no, explaining the company being considered helped build the original slides, was recommended as a sole provider, and has performed pool work for the city for years.

Ellison asked if the slide had ever been re-coated. Law said yes, about 8–9 years ago by the same company, but the work now involves fiberglass.

Cook questioned the lack of three bids. Law said that obtaining multiple bids is normally preferable but stated this is a specialized service and the recommendation is to proceed with the current company.

Ellison said the city has used a sole-source provider before, and while she thinks it is good to get more bids, the company being considered has done quality work for the city.

Cook mentioned that Safe Slides recently completed work for the City of Gardner but was unsure of the scope of work done there. Ellison asked if Splashtacular is local. Law said yes, it is based in Paola.

Town moved, seconded by Ellison and carried 4-0, to allocate \$151,275 to restore the existing slides and tower at the Louisburg Aquatic Center from the 2025 Aquatic Center and Recreation Fund.

Offer of Employment - Miller reported that he interviewed Keegan Nichols, who has prior construction experience which will be helpful. A background check has been completed, and Miller is recommending Nichols be hired.

Margrave moved to hire Keegan Nichols at pay grade 2-4C for the Public Service Worker 1 position pending a positive background check. Ellison seconded the motion and asked if Nichols is a local resident. Miller confirmed he is. She then asked if the city had lost an employee, noting the memo mentioned two openings. Miller said yes, one employee quit last week.

Motion carried 4-0.

Burn Site - Miller stated he had one person reach out to him about a part-time position manning the burn site. Margrave's concern was making sure it was a mature candidate as there can be challenges having to enforce rules. Discussion occurred. Miller said getting power to the cameras will help because the solar setup has not been working well. Graves asked what enforcement options exist if someone is caught on camera. Law said a ticket can be issued for illegal dumping. Margrave commented that even with good cameras, the damage is already done by the time it's recorded. Graves said the penalties should be expensive to deter people from dumping illegally.

Miller said he has quotes from different shed companies. Graves suggested looking into a half-shipping container size structure that could be moved with forks. The item was tabled to the next meeting for Miller to bring back more information.

Ellison said the burn site is a free service for the community, and the city has spent countless hours trying to keep it open. Now money is being spent and employees are being used, and at some point there needs to be a discussion about a funding mechanism. Ellison said this is taxpayers' money and someone has to pay for it, and the situation is becoming a gray area where the cost to taxpayers is growing. She said if this ends up functioning as its own department, they will need to look at a way to fund it.

Cook said she thinks Miller can come up with something. Ellison and Graves both noted that an employee would be an ongoing operational cost. Cook stated she believes that Miller can come up with good options.

Administration:

Headstone Restoration - Law stated the Cemetery Board had recently discussed this item and a recommendation is listed in the memo.

Ellison asked if the board would rather proceed with this project instead of the cemetery software program. Law noted the software is still budgeted for next year, just scaled back, and the intent is to move forward with the restoration.

Ellison asked if the city ever reaches out to the owners of the headstones. Carder said these stones are so old that there is no one left to contact. Law asked whether

outreach has generally been done in the past. Carder said no. Margrave added that one issue is that damage may have occurred long ago and trying to go back two generations to determine responsibility is a daunting task.

Margrave moved, seconded by Town and carried 4-0, to proceed with headstone restoration work with Four County Monument for a not-to-exceed cost of \$10,000.

Employee Policies, Evaluation Tools, and Processes – Workshop

Consideration - Law asked the council for preference of a workshop to discuss the employee policy updates or have this as part of a regular agenda. Margrave would like a workshop. Ellison asked if this was to consider HR Partners providing the information for department head training. Law said staff will be working with HR Partners for this and the 360-degree evaluation tools. Ellison stated it may take multiple workshops, and the first priority would be the policy. City Clerk McGowin will send out a survey to set a date for a workshop.

CITY ATTORNEY

Not present

ADMINISTRATOR’S REPORT

Budget Clarification - Law stated no action was needed but he wanted to clarify that the Public Works lean-to was not moving forward even though it did not get removed from the 2026 budget. Graves thought it was being kept in the budget. Law said there was no interest. Ellison stated that it could remain in the budget without requiring any action.

Amity Traffic Investigation Proposal Review for Approval - Law stated that one bid was received from JEO Consulting Group. He said the firm has worked with KDOT and is comfortable moving forward with them.

Ellison moved, seconded by Margrave and carried 4-0, to move to direct City Administrator to negotiate a contract for engineering services with JEO Consulting Group, Inc. for \$9,500, for a traffic study of the Amity Crossing at Rogers, to determine warrants for a HAWK/PHB signal, and to sign the same upon review and approval by the City Attorney.

Property and Casualty Insurance - Law asked the council to consider continuing with the same broker while having that broker bid out the coverage. He stated given the time and effort involved, bidding out the broker every other year would be more beneficial. Law also noted the broker/agent will continue to seek bids on the city's behalf for property and casualty insurance.

Council consensus was to bid out brokers/agents every other year.

ADJOURNMENT

At 8:00 p.m. Graves moved, seconded by Margrave and carried 4-0, to adjourn the meeting.

Approved:

Donna Cook, Mayor

Attest:

Jessica McGowin, City Clerk



Vendor Publication Report

Payment Date Range: 10/03/2025 - 10/16/2025

Vendor Name	Payable Description	Total Payments
ADP, INC	PAYROLL SERVICES - 10/1/25	194.73
APPLIED CONCEPTS, INC.	CABLES FOR RADAR UNITS	314.00
CHERRYROAD MEDIA	RESOURCE GUIDE/AUTUMN IN LOUISBURG AD	620.00
CITY OF LOUISBURG	CITY UTILITIES	2,345.51
COLUMN SOFTWARE	LEGAL FOR REZONE	893.73
CSG FORTE PAYMENTS	CREDIT CARD PROCESSING	2,791.16
FAMILY CENTER	JEANS/BOOTS/WEED KILLER	477.19
G-B CONSTRUCTION, LLC	MOWING - 909 S OLIVE	225.00
GRASS PAD WAREHOUSE	SEED MAT FOR RESIDENT LAWN REPAIR	98.95
GREENER EXPECTATIONS	LANDSCAPE/BED MAINTENANCE	560.00
HAMM INC	AB-3 GRAVEL/CLEAN GRAVEL	1,301.62
HEALTH EQUITY	FSA PAYMENT	187.44
HR PARTNERS	PRE-EMPLOYMENT BACKGROUND	65.00
IMAGINE IT, INC	MICROSOFT LICENSING	152.83
KANSAS DEPARTMENT OF REVENUE	WATER PROTECTION - 3RD QUARTER	2,260.27
KANSAS ONE CALL SYSTEM, INC	REGULAR LOCATE FEE- SEPTEMBER	244.72
KANSAS STATE TREASURER	COURT COLLECTIONS - SEPTEMBER	517.00
LOUISBURG ATHLETIC CLUB	MEMBERSHIPS	207.00
LOUISBURG FORD	FRONT BRAKE LINES	180.58
MARTIN, ELESHEA	DEPOSIT REFUND - FOX HALL	100.00
METRO ASPHALT	ANNUAL ASPHALT REPAIR	324,887.27
MOORE, ASHLEIGH	DEPOSIT REFUND - FOX HALL	100.00
NATIONAL SIGN CO INC	STREET SIGNS	1,218.00
NEW CENTURY	ROUTINE OIL CHANGE/TIRE ROTATION	142.72
O'REILLY AUTO PARTS	OIL/FILTER/BRAKE FLUID/MISC	459.79
STAPLES ADVANTAGE	GEL PENS/STAPLES	79.08
UTILITY SAFETY & DESIGN	MONTHLY EAGLE MONITORING SYSTEM	40.00
VERIZON	CELLULAR - ALL	2,153.89
WATERS HARDWARE	CLAMP/GLOVES/LOCK TAPE/WOOD CUTTER/MISC	581.20
	GRAND TOTAL	343,398.68



To: Governing Body

From: Danny Summa

Date: October 16, 2025

Re: Park Fee Review

Background: At the Oct. 13, 2025, Park and Tree Board meeting, city staff and the Park and Tree Board reviewed the current park rental fees to determine if any additional facilities need to be added or if the fees should be changed. To staff knowledge, there have not been any public comments of issues with the current fees. All the park facilities are available on a first-come first-serve basis unless the facility has been rented through City Staff. The table below shows the available facilities to rent, current fees and proposed changes. The Park and Tree Board, in a 5-0 vote, approved the fee structure and recommended to City Council for approval.

Park Facilities	Listed on City Website	Cost	Changes	Notes
Ron Weers Shelter	Yes	\$25 per 4 hours \$50 per day	No Changes	
City Park Bandstand	Yes	\$10 per 4 hours	Per 4 hours instead of daily	
LYP Shelter East	Yes	\$10 per 4 hours	Per 4 hours instead of daily	
LYP Shelter West	Yes	\$10 per 4 hours	Per 4 hours instead of daily	
LYP Soccer Pavilion	No	\$10 per 4 hours	Per 4 hours instead of daily, add to website	
LYP Outside Concession	No	\$10 per 4 hours	Per 4 hours instead of daily, add to website	
Pickleball/ Tennis Court	No	\$10 per hour	Per 1 hour rental, add to website	

Scout Shelter Day use only	No	\$10 per 4 hours	Per 4 hours, add to website	This has previously been open to scout camping only. The rental on the website will be for day use.
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Financial: None

Legal: None

Recommendation: Discuss and approve the Park and Tree Board's recommendation.

Sample Motion: *I move to adopt the attached resolution and approve the above-listed park fees set by City Staff and the Park and Tree Board and to update the Field Rental & Parks Reservation Policies with the approved changes.*



Field Rental & Parks Reservation Policies

City of Louisburg, KS

Approved by Resolution **05-20-2019-A**

Ball Field Rental Policy and Fees

Thank you for your interest in renting one of the City's ball fields. The goal is to make your rental activity as successful and enjoyable as possible. To assist you in this regard, please familiarize yourself with the following policies.

You are welcome to utilize the City's ball fields located at Lewis-Young Park for increments of 1 ½ hours from 6 am to 10 pm, without charge or reservation, on a first-come, first-served basis unless a permit has been secured for a reservation or a special event.

APPLICATION PROCESS

Applications will be approved according to the following priority:

1. City Partnership Activities – activities approved by the Louisburg Park & Tree Board and/or the City Council; and USD 416 sporting events. Once the school district builds its own fields, they will no longer receive priority consideration.
 2. Recreational Activities - activities originated by the Louisburg Recreation Commission to benefit youth and/or adults in the Louisburg community;
 3. General Public Activities – activities by non-profit groups, clubs, organizations and individuals other than set forth above. In the event of a scheduling conflict, General Public Activity uses of ball fields will be prioritized by the organization's number of participants living in the USD 416 school district. Those groups that have 50 percent or greater membership residing in the local school district will have priority scheduling over other groups. Sports teams must provide a roster with each coach's name, address and telephone number as well as name and address of each player on the team.
- **A permit can be denied if:** 1) The ball field is not available; 2) the applicant has an unsatisfactory use record; 3) the rental does not meet applicable laws/rules; or 4) the rental could be detrimental to the best interest of the City, as determined by the City Administrator.
 - **Each applicant shall be at least 21** years of age and act or designate one person to act as the coordinator of all rental matters.
 - **Each permit must contain complete information,** since City staff will not be responsible to supply any equipment, utilities or additional services not listed on the approved application.

FEE SCHEDULE

Park Type	Hourly Fee
Baseball/Softball (<i>rate applies if used by football</i>)	\$30
Soccer	\$20
Football	\$20
Light Fee (any field)	\$15

- All fees are due upon and as a condition of approval. Fields will not be reserved without payment. Fees are subject to change, unless paid in full, prior to the effective date of a fee change.
- Light Key Deposit: A \$25 (per key) cash deposit is required for rentals that require keys to operate field lighting at Lewis-Young Park. The key(s) must be returned within 24 hours of the last rental date to receive a refund. Use of lights for Louisburg Recreation Commission activities will be administered through the LRC Director.

GENERAL POLICIES

All renters are required to abide by the following general policies. Failure to abide by these conditions may result in the revocation of current permits and denial of future field requests.

- Rental Hours: Ball fields may be reserved each day from 6 a.m. to 10 p.m. Reserved hours include time to enter and prepare field for use, remove or secure equipment, and vacate the field. Other users may be scheduled immediately prior to and following a reservation. For light use of General Public Activities the applicant will need to pay a light key deposit as specified in the above Fee Schedule.
- Applicant shall abide by all applicable laws, including the prohibition of smoking and alcohol.
- The City is not responsible for personal injuries or for damaged or stolen property.
- The City does not provide portable mounds, bases, other sports equipment, or additional field maintenance (in-field dragging, watering or line placement) beyond routine maintenance.
- Insurance requirements: All organizations, clubs, tournaments and commercial groups renting a ball field must provide \$1 million of liability insurance coverage for the permitted dates. A certificate of liability insurance and an endorsement letter naming the City of Louisburg as additionally insured must be submitted at least two weeks in advance of the first rental date. Renters that cannot provide the correct insurance documents will have their reservation revoked.
- Notice of Non Use of Fields: Any organization that has been allocated field space and does not intend to use it per the permit issued shall notify the City Clerk so the

field may be re-allocated. Users may not sublease fields under any circumstance, nor allow shared or drop-in use by others during their permitted time unless prior approval is granted. For LRC teams, coaches should notify the LRC Director of non use of fields.

- The City does not provide storage at parks for individual teams. Property and supplies are the responsibility of the applicant. The City is not responsible for lost, stolen or damaged equipment.
- Vehicles are not permitted to drive on City fields without prior approval. This rule applies to coaches and other program administrators who want to unload game equipment or supplies for the program.
- Stages, Tents, Bounce Houses: Small tents (10'x10') are approved for set-up in appropriate areas which do not cause trip hazards to the participants or general public. Stages, bleachers, bounce houses and other prop displays must be approved separately through the Special Events permit, which may include separate conditions and fees.
- Banners shall not be hung on fences with the exception of LRC-approved banners. All banners must be no larger than 3 ft. x 5 ft. and must be constructed from mesh or have wind slits to allow the wind to pass through the banner.
- When fields must be closed due to rain or other inclement weather or for any damage due to vandalism or other conditions requiring immediate attentions, applicants may be refunded or rescheduled if other dates are available and agreed upon by both parties. It is the applicant's responsibility to notify their participants and coaches to stay off the fields until notification. Unplanned closures will be posted by sign at the field's dugout location and on the City's Facebook page: www.facebook.com/louisburgks
- Scoreboard use is allowed for organized games only with prior approval. A scoreboard training session will be conducted prior to each season for those fields with scoreboards. The scoreboard operator will also be trained on how to turn field lights on and off.

CANCELLATIONS AND CHANGES TO APPROVED APPLICATIONS

- All cancellations and changes must be submitted in writing before any request will be considered.
- A \$25 processing fee will be charged for cancellations or changes made after permit has been approved.
- The City reserves the right to cancel an approved permit in the unlikely event that the field cannot be used or there is a conflicting activity.
- The City reserves the right to terminate an activity, without refund, if it is considered necessary by a City designee or by a Police Officer for the safety and welfare of the public and City. This would include the need to clear a park in the event of a weather or emergency situation.

Camping/Structure Rental Policy and Fees

CAMPING AT LEWIS-YOUNG PARK

There are three Scout Camping areas at Lewis-Young Park that may be reserved. Please contact City Hall 913-837-5371 for more information.

An organization must complete a special events permit **must be completed** **is required** to reserve a camping area. A Certificate of Liability insurance is required in the amount of \$1 million for the permitted dates. The certificate of liability insurance and an endorsement letter naming the City of Louisburg as additionally insured must be submitted at least two weeks in advance of the first rental date.

FEE SCHEDULE

	USD 416 residents	Non-local residents
Tier 1 = 50 and under campers	No fee	\$25
Tier 2 – 51-100 campers	\$50	\$75
Tier 3 = 101-200 campers	\$100	\$150
Tier 4 = 201-300 campers	\$200	\$300
Tier 5 = over 300 campers	\$300	\$450

SHELTER HOUSE/PARK SPACE RESERVATIONS FOR RON WEERS PARK, CITY PARK AND LEWIS-YOUNG PARK

Residents are welcome to use the City's parks facilities free of charge at any time unless a reservation has been secured through City Hall. In the event of a reservation, the renter has exclusive use of the area/shelter reserved. Churches and the Louisburg Library are exempt from paying the rental fee but are still asked to reserve use.

Available shelters include the shelter house at Ron Weers Park, **the shelter houses north of the lake** Shelter House East and West, located just south of the A Field parking lot, the **concession stand area and the Soccer Shelter** at Lewis-Young Park and the bandstand at City Park. Ron Weers Park has restroom facilities. **If required**, a key may be checked out from City Hall during regular business hours with a \$25 deposit, which is returned when the key is returned to City Hall.

The tennis/pickleball court is available to rent in one-hour increments.

FEE SCHEDULE

Ron Weers Shelter	\$25/4 hours + restroom key deposit, if required
Ron Weers Shelter	\$50/all day + restroom key deposit, if required
Any other park area/shelter	\$10/4 hours

Tennis/Pickleball Courts \$10/hour

The reservation allows the renter exclusive use of the area/shelter reserved. Reservations will be posted on the City's website www.louisburgkansas.gov. Renters will use the website reservations calendar to show ability to use facility.

RESOLUTION NO. 10-20-2025

A RESOLUTION ADOPTING POLICY AND PROCEDURES FOR FIELD RENTAL AND PARKS RESERVATIONS WITHIN THE CITY OF LOUISBURG.

WHEREAS, the Governing Body of the City of Louisburg updated its Field Rental & Parks Reservation Policies in 2019 following review and recommendation by the Park and Tree Board; and

WHEREAS, the Park and Tree Board of the City of Louisburg has discussed and found appropriate to make changes to the policy governing the rental of sports fields and for reservation of various infrastructure within City parks; and

WHEREAS, the Park and Tree Board have made by motion at the regular meeting of October 13, 2025, a recommendation to the Governing Body of the City of Louisburg to update the policy for rentals and reservations of park shelters.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF LOUISBURG, KANSAS:

Section 1. The Field Rental & Parks Reservation Policies attached to this resolution is incorporated herein by reference.

Section 2. Any other policy in conflict directly with the attached policies is hereby repealed and replaced by the same.

ADOPTED by the Governing Body of the City of Louisburg, Kansas, this 20th day of October, 2025.

Donna Cook, Mayor

Attest:

Jessica McGowin, City Clerk

(SEAL)



To: Governing Body
From: Jessica McGowin
Date: Oct. 2, 2025
Re: Holiday Magic on Broadway Special Event Application

The annual Holiday Magic on Broadway is planned for Saturday, Dec. 6 in downtown Louisburg. The event is moving from Sunday to Saturday. The organizers, City of Louisburg, Chamber of Commerce, Louisburg Library and Louisburg Recreation Commission, are not planning any significant changes from years past.

The organizers are asking that Broadway close from 2-7 p.m. from Amity to S. Third for the event and from S. Third to S. Fifth at 5:45 for the light-up parade at 6 p.m.

The participant site map has not been completed yet as organizers are still lining up participants. There will be no need for additional security. Restrooms are available at Louisburg Library, Fox Hall and City Hall. Sufficient trash cans will be located on Broadway.

The special event application has been submitted and has been signed off on by appropriate departments. Signatures are on file for businesses along Broadway that indicate they are aware of the closure.

Staff is working with our insurance provider to see if any additional insurance would be needed and which sponsoring organization that would fall to.

The Council has the option to waive the cost of the special event application per the City's Donation Policy to Outside Organizations, attached.

Financial: None

Legal: None.

Recommendation: Discuss and direct staff accordingly.

Sample motion: *I move to approve the special event application and street closure for the Holiday Magic on Broadway event Dec. 6, 2025, direct staff to complete any additional insurance requirements and waive / not waive the application fee.*

8. Will alcohol or cereal malt beverages be sold, consumed, or present at the event;

Yes No

By Checking “No” you are confirming that alcohol will not be sold, consumed, or present, and that presence of such may be cited as a permit violation, a fine, or both.

Required Attachments:

- The applicant shall submit a **site plan** that includes:
- a. Any plans for fencing or barriers, and the size and location of the gates and emergency exits contained in such fence / barrier;
 - b. The plans for supplying potable water, including the source, amount available and location of outlets;
 - c. The placement, type and description of any stages;
 - d. A map of the event identifying any and all street closures and placement of any barricades, with a designation of the types of barricades to be used;
 - e. The plans for providing toilet and handwashing facilities, including the source, number and location, type, and the means of disposing of waste deposited;
 - f. The location and quantity of solid waste collection and disposal receptacles and the plan for hauling away of solid waste material;
 - g. The plans, if any, to illuminate the location of the event, including the source and amount of power and the location of lamps;
 - h. The plans and signage for parking vehicles, including size and location of lots, points of highway access, ingress/egress for emergency vehicles, and interior roads including routes between highway access and parking lots and any shuttle service;
 - i. The plans for sound and sound amplification, if any, including number, location and power of amplifiers and speakers;
 - j. The placement and size of any signage for the event (may require additional special event sign permit);
 - k. The plans for seating, tables, bleachers or seating facilities;
 - l. The plans for electrical power and generators, if applicable;
 - m. The plans and location of any tents or canopies and the size of any such tent or canopy;
 - n. The plans and location of any portable amusement park or inflatable rides;
 - o. The range of sound amplification and/or lighting.

The list of items above will be reviewed and are subject to approval by staff as part of this application process.

- Security and Logistics.** All security must be provided by certified law enforcement officers and/or approved private security. Determination for level of security will be based on multiple factors including, but not limited to, number of attendees, presence of alcohol, time and duration of event, location of venue, number of street closures, size of area where alcohol will be present, and ingress/egress. The applicant shall be responsible for all costs incurred in providing security for the event. The fee for use of City of Louisburg law enforcement officers is a minimum of \$50/hour/officer if officers are available for this purpose.

- Concessions, Vendors, Amusement/Entertainment Providers.** The plans and specific description for all **food and beverage concessionaires, any other type of vendors, or other amusement or entertainment providers** who will be allowed to operate at the event, including the names, addresses, and phone numbers, and their state or local license or permit numbers, and state sales tax ID numbers, as applicable;
- Proof of liability insurance** for the event as required by Section 12-412 as follows: The permit holder for events occurring on public or park property shall procure and maintain in full force and effect during the term of the permit a policy of insurance from an insurance company authorized to do business in the State of Kansas, which policy includes the City of Louisburg, its officers and agents, as named insured and which provides general liability coverage in an amount not less than \$1,000,000.00 per occurrence and a minimum of \$250,000.00 property damage coverage. Proof of insurance shall be submitted to the City prior to issuance of the permit and maintenance of this insurance shall be a condition of the permit.
- If the event requires street closure, signed acknowledgement from area businesses and property owners/occupants that they are aware of event and have no issues with intended street closures.
- If the event requires state highway closure, organizer must provide approval or permit from controlling authority of the highway intending to be closed and the duration allowed for the closure.
- Receipt for payment of the nonrefundable **application fee** of \$75.

Statement of Applicant: I have reviewed this application completely and everything contained herein is true and correct. I agree to hold the City of Louisburg harmless from and against any loss, cost, or damage of any nature arising out of any action or claim against the City of Louisburg or its agents or employees, in connection with this event. I acknowledge that I have received a copy of Chapter 12. Public Property, Article 4. Special Events of the Municipal Code of the City of Louisburg and I fully understand that I will be held responsible for any violations of State Laws and City of Louisburg Ordinances at the location and time specified on this permit. I further acknowledge that failure to comply with laws/ordinances or uphold any requirement for the special event may result in revocation of a permit issued pursuant to this application before or at the event by the Special Events Coordinator, Fire Chief, Police Chief, or any designee thereof, and/or may result in denial of future special event application(s).

Applicant Signature

Date

Approve Request Deny Request
By: _____

Date of Decision: _____

Date Fees/Deposit Paid: _____

Review Criteria:

- A. The proposed event does not present a safety, noise, or traffic hazard.
- B. Whether the event, sound amplification and/or lighting requires area notification; determine list.
- C. The event will not obstruct the operation of emergency vehicles or equipment in or through the particular permit area.
- C. The proposed event conforms to regulations regarding the use or allowable number of participants for the proposed venue, location, or site; and
- D. The proposed event does not violate any provisions of the Code of the City of Louisburg, the laws of the State of Kansas or the laws of the United States.
- E. If the proposed event is to occur on park or other city-owned property, the event conforms to regulations of the City of Louisburg.
- F. If the event requires the closure of public streets, such street closures must be separately approved by the Louisburg Governing Body.
- G. Determine if food trucks or other permits are required for this event.

City Hall _____ FD _____ PD _____ PW _____ B/Z _____



To: Governing Body

From: Danny Summa

Date: Oct. 16, 2025

Re: Trailcats Race Event

Elizabeth Ellis, representing the Trailcats, reached out to City Staff Monday to be placed on the Council agenda seeking approval to use the bike trails at Lewis-Young Park for a club race event next spring. Since Park & Tree Board met Monday night, that event was presented to that Board, which approved the event.

In a conversation with Ellis on Tuesday there was a bit of a mix-up in the desired dates. The event set-up is May 2, which is what Park & Tree Board recommended for approval, with the race occurring Sunday, May 3.

Ellis is asking for permission this far out to be able to add the date to the league race calendar. She will complete the Special Event Application for final approve before the event next spring.

Financial: None at this time.

Recommendation: None at this time.

Memo

To: Louisburg Governing Body

From: Nathan Law

Date: October 16, 2025

Re: Grass Issue from Suddenlink

Background: At the last meeting Mr. Dennis Strumberger provided Council information on a yard issue that follows from a water main repair due to damage during installation of underground communications infrastructure. The request is for Council to consider assisting with cost of remediation of zoysia grass by removing and replacing grass and dirt, additional chemical treatment, and helping establish new grass by sodding and watering.

Since the last meeting staff have attempted to make contact with Suddenlink / Optimum but have yet to speak with anyone. Staff will continue to seek out a contact to discuss this issue.

Financial Consideration: Presented by Mr. Strumberger was an estimate of \$1,300 for sod, but did not have an estimate for soil, chemical, or labor. In practice, the City of Louisburg has not provided for yard repair work with anything beyond filling excavations, seeding, and covering with hay or erosion control as needed.

Staff have looked for invoices to Suddenlink for this work and find that utility damage was invoiced to each subcontractor installing infrastructure on behalf of Suddenlink. The work to regrade and reseed was contracted separately at the end of the installation process to address the punch list items compiled following a citywide request by staff for pending repairs needed.

Legal Consideration: None at this time.

Recommendation: Discuss as desired and direct staff accordingly.

Memo

To: Louisburg Governing Body

From: Nathan Law

Date: October 16, 2025

Re: USDI Natural Gas System Operations Agreement Review

Background: In March 2024 Council approved a one-year contract with USDI for gas system operations that shifted more training to City employees and lowering the monthly price from \$9,750 to \$7,950. In 2025 the agreement was allowed to automatically extend for another year due to the Public Works Director still being relatively new at the time of when notice of nonrenewal is required each year. Attached is the most recent operating agreement. At this time staff is asking Council to review the agreement as to form, determine if there is need to consider any changes to the terms of the agreement, or to conduct any additional review outside of staff review and recommendation.

In speaking internally with Public Works Director and Utility Billing Clerk, who have regular involvement with USDI, the services provided have been as expected. There was one time that an invoice was requested to be adjusted based on time spent on a City of Louisburg project versus other systems similarly operated in the area and was adjusted as accordingly.

Financial: These services are budgeted each year and have been included in the 2026 budget with the Council approved standard increase in expenditure.

Legal: None at this time.

Recommendation: This is a first review item and is not seeking Council action at this time.

Sample Motion: None at this time.

OPERATING AGREEMENT

This Agreement is entered into this 1st day of April, 2024, between the City of Louisburg, Kansas, hereinafter referred to as **OWNER**, AND Utility Safety and Design, Inc., hereinafter referred to as **OPERATOR**.

WITNESSETH

WHEREAS, the **OWNER** HAS CERTAIN NATURAL GAS DISTRIBUTION FACILITIES TO PROVIDE NATURAL GAS SERVICE TO THE COMMUNITY OF Louisburg, Kansas (the "System") and

WHEREAS, the **OWNER** is a duly constituted municipal governing unit authorized by the laws of the State of Kansas to provide utility service to its residential and business community in and adjacent to the City of Louisburg, and

WHEREAS, the **OWNER** believes that adequate natural gas service at reasonable cost may be provided by contracting for the operation of the System by a responsible operator who will provide trained personnel and operating equipment for **OWNER'S** gas system, and

WHEREAS, the **OPERATOR** is normally engaged in the business of operating utilities and providing overall supervision, equipment, management, and operating personnel, and

WHEREAS, the **OPERATOR** has offered to enter into this Agreement to provide such services for the **OWNER** and the System,

NOW THEREFORE, in consideration of the several covenants, undertakings, and agreements herein to be performed by all parties, said parties agree as follows:

- I. **THE OPERATOR AGREES TO:**
 - A. Furnish operating, supervisory, and office personnel necessary to assist the **OWNER** in operating the System in a safe, and efficient manner.
 - B. Supply necessary tools and work equipment.
 - C. Procure and furnish all materials needed for System's operation, extension and maintenance. **OPERATOR** will be reimbursed for the cost of material items in the manner set out in Paragraph III, C below. Provided, however, **OWNER** at its own option may purchase and warehouse all materials used for extension and maintenance. In that event, **OPERATOR** will be reimbursed at an hourly fee for personnel and equipment as set out in Paragraph III, C below for installation of city-owned material.

D. Grant to the **OWNER** the right and privilege of examining **OPERATOR'S** books and records as applicable to **OWNER'S** System at any time upon reasonable notice.

E. Perform the following services:

1. Supervise System operations on a day-to-day basis, including System operating pressures.
2. Conduct operations, surveys, inspections and test, as set forth in Paragraph III, A, in accordance with Part 192, Minimum Federal Pipeline Safety Regulations and with the laws of the State of Kansas and usual, customary and prudent utility practices.
3. Prepare, at the request of the **OWNER**, annual reports as required by regulatory agencies. The **OWNER** shall submit approved reports to the regulatory agency.
4. Prepare and submit to the **OWNER** necessary permits and applications as may be required for System extension, replacement, or abandonment. Any cost that may arise for said permits will be paid by the **OWNER**.
5. Provide general comprehensive liability insurance with the **OWNER** named as an additional insured. **OPERATOR** shall also maintain workers compensation and vehicle liability insurance. **OPERATOR** will meet the **OWNER** insurance requirements as stated in Exhibit 1 of this contract. **OPERATOR** will furnish **OWNER** with copies or other satisfactory evidence of all insurance policies, which may not be terminated without 30 days' notice to **OWNER**.
6. Defend, indemnify and hold **OWNER** harmless from any cost, claim or expense, including reasonable attorney fees, caused by **OPERATOR'S** negligence, or its violation of this Agreement.
7. Assume all responsibility for payment of any fines and other action imposed by any governmental body or agency resulting from (i) faulty and negligent operation, (ii) operation not in conformance with this Agreement, or (iii) operation not in compliance with applicable law,

provided, however, that the **OPERATOR** will not assume responsibility for fines and other actions imposed by any governmental body or agency resulting from failure to comply with applicable law that is caused by **OWNER's** refusal to implement capital projects that are timely recommended by the **OPERATOR** and required to comply with applicable law.

8. Take all reasonable precautions, including security measures at least equal to the past security practices of the **OWNER**, to prevent damage, injury or loss to the System and property adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, equipment, structures and other utilities.

II. **OWNER AGREES TO:**

- A. Read natural gas meters monthly and send bills to its customers. Annually, a report shall be submitted to the **OPERATOR**. The report shall include the number of customers billed, the total aggregate volume of the billing and the total volume purchased from the gas supplier and delivered by the pipeline.
- B. Perform all locating of underground gas facilities in accordance with Kansas Dig Safe laws, Kansas and Federal regulations, and the Operator Qualification plan for the Louisburg Gas System. The **OWNER** will keep qualified personnel on staff to respond to locates request from Kansas 811.
- C. Make necessary service and emergency calls to customers' premises to provide safe and adequate service. Leak calls shall be made to customers' premises, and customers shall be notified to repair or cause to be repaired, malfunctioning customer equipment and facilities.
- D. Maintain personnel operator qualifications required to respond to service and emergency calls to customer premises. Maintain on-call schedule of personnel to respond to said service or emergency calls to customer premises.
- E. Maintain piping and appliance codes, and reasonable customer service rules and regulations, in conjunction with and with the advice of the **OPERATOR**, and assist the **OPERATOR** in enforcing such codes and rules. The rules and codes shall include house piping codes, turn-off notices, collection policies, delinquent notices, re-establishment of service and other rules that constitute good business practices.

- F. Prohibit other individuals, companies, and corporations, from performing similar services or work on the System and related facilities without written consent of **OPERATOR** during the term of this Agreement, except for capital or other major projects costing \$25,000 or more that are subject to competitive bid requirements.
- G. Provide to the **OPERATOR** a storage space for records and materials as they relate to the operation of the System and access to office equipment such as a copier machine to the extent they are necessary to perform only the duties of operating the System safely and efficiently.
- H. Pay for the following:
 - 1. All natural gas purchased.
 - 2. Taxes, permits, etc., pertaining to the ownership of a natural gas system.
 - 3. Labor and materials used by **OPERATOR** to extend, repair or maintain **OWNER'S** system as provided for in Paragraph III, C below.
 - 4. Construction programs, when expressly authorized by **OWNER**.
 - 5. Engineering and other fees when expressly authorized by **OWNER**.
 - 6. Salaries and/or cost of employees and agents not authorized by **OPERATOR**.
 - 7. Financial examinations, audits, etc., prepared by outside accountants at the request of **OWNER**.
 - 8. All fees associated with membership and compliance with Kansas 811 as well as Public Awareness compliance.

III. **COMPENSATION:** In consideration of the **services rendered**, the **OWNER** shall pay **OPERATOR** within 30 (thirty) days after the close of each monthly period, a fee as stated below.

- A. Distribution System Fee: \$7,950.00 per month. This base fee covers the following items:

1. Audits – At **OWNER's** request, contractor will represent Customer during Kansas Corporation Commission's (KCC) inspection of Customer's distribution system or, in the alternative, conduct an annual internal audit of Customer's pipeline system.
2. Availability – **OPERATOR** will be available for questions from Customer 24 hours a day, 7 days a week, and provide appropriate documentation of all work performed.
3. Cathodic Protection – Perform annual monitoring on pipeline, including atmospheric corrosion monitoring on above ground piping, to determine compliance with state and federal requirements to prevent external corrosion. Any corrective actions necessary will be **recommended to OWNER within 30 days of the completion of the annual monitoring on any materially significant deficiencies.** However, **OPERATOR** is under no obligation to make any repairs or to bring customer into compliance with any laws or regulations.
4. Leak Survey – Conduct an annual leak survey on the **OWNER's** pipelines to meet current federal and Kansas Pipeline Safety Regulations. Leak survey will be performed using approved and calibrated detection equipment. All leaks will be classified in accordance with the **OPERATOR's** approved procedures. The contractor will notify **OWNER** of discovery of any leaks and will provide a recommended plan of action. The contractor is under no obligation to make any repairs or to ensure compliance with any laws or regulations.
5. Patrolling – Perform casing, highway, railroad, and river crossing patrols quarterly. Perform patrols in business district bi-annually.
6. Valve Maintenance – Perform annual inspection on all valves, including operation and greasing as needed.
7. Odorization – Conduct monthly odorometer testing and check odorant level in odorizer. Fill odorizer as needed. Actual odorant installed will be considered a material and billed as outlined below.

8. Procedure Manuals – **OWNER** may utilize the **OPERATOR's** Operations Maintenance, and Emergency Procedures Manuals.
 9. Damage Prevention – At the request of the **OWNER**, perform gas line watch and protect services on high priority mains. The excavator will be responsible to locate non-locatable lines by hydro excavation to uncover said lines. The city will maintain membership in Kansas One call notification system.
 10. Service Calls – The **OPERATOR** will perform customer connects, light up's, disconnects, reconnects and general gas service orders received from customers during normal working hours.
 11. Public Awareness – Establish a continuing educational program on behalf of **OWNER** to enable customers, the public, appropriate government organizations, and persons engaged in excavation-related activities to recognize a gas pipeline emergency for the purpose of reporting it to the operator of the appropriate utility. These services include, but are not limited to, review and modification of the program as required by PHMSA, creating a brochure addressing those requirements with **OWNER's** contact information, identifying impacted property owners, excavators and contractors, mailing said brochure to the identified parties, and coordinate/conduct public official and emergency official training.
 12. Measurement & Pressure – Perform annual District Regulator inspection and testing.
 13. Operator Qualification – Qualification of **OWNER's** personnel will be performed by the **OPERATOR**.
- B. The **OPERATOR** shall not be held responsible for damage to **OWNER'S** System above or below ground caused by other persons or equipment. If damage occurs, and the lines were properly located by the **OPERATOR**, and the **OPERATOR** is called in by the **OWNER** to make repairs, the **OWNER** will be billed for the repair on a cost-plus basis set out in Paragraph III, C below. The **OWNER** may seek compensation from the party causing said damage. If damage occurs, and the lines were improperly located by the **OPERATOR**, then the **OPERATOR** will make repairs at its own expense.

- C. All activities performed outside of the base contract fee will receive prior written approval from the **OWNER**. "Do Not Exceed" estimates of said services will be provided in advance. Activities outside of the base contract fee will be paid by **OWNER** to **OPERATOR** and will be charged in accordance with the attached USDI Retainer Rates (subject to change annually). Material will be billed at cost +20% plus any freight. **OWNER** requires approval from certain personnel or governing bodies per the pricing schedule below.
- i. Service and material fees of less than \$2,000.00 may be approved by the Public Works Director.
 - ii. Service and material fees of less than \$5,000.00 may be approved by the City Administrator.
 - iii. Service and material fees of \$5,000.00 or greater must be approved by the governing body.

IV. TERMS OF AGREEMENT AND PRICE ADJUSTMENTS:

- A. This Agreement shall be for a term of one year beginning the first day of April, 2024. This Agreement will automatically extend beyond term for additional periods of one year unless written notice of termination is given by either party at least ninety (90) days prior to the expiration date.
- B. This agreement may be modified at the request of the **OWNER** for the intent of **OWNER** personnel to provide operational services listed in Paragraph III, A thus relieving responsibility of **OPERATOR**. At time of request, **OWNER** shall provide **OPERATOR** with written notice 30 days prior to relieving **OPERATOR** of said duties. At which time **OPERATOR** will provide contract adjustments in duties and compensation commensurate with proposed modifications.
- C. **OWNER** may terminate this Agreement if **OPERATOR** is or causes **OWNER** to be in non-compliance with Federal or State laws or regulations and the non-compliance is not cured within the time allowed by the Federal or State agency involved.
- D. All prices herein included will be subject to revision annually, based upon a percentage increase or decrease as reflected by "All Items Index" information from the U.S. Department of Labor, CPI-U, published by the Department of Labor Statistics. The revision will be equal to either the percentage change of the latest twelve months monthly index averaged and compared to like figures from the twelve months prior or 3%, whichever is less. Annual revisions

are also subject to the total meter count. A difference in the average number of meters over the course of one calendar year greater than 3% will allow either party to notify other party of requested revision.

For subsequent extensions thereafter, revisions will be equal to the percent change of the latest twelve months monthly index averaged and compared to like figures from the twelve month prior. While both parties recognize the necessity of tying operating costs to the changing economy, the burden of supplying statistics applicable to the change shall be placed upon the **OPERATOR**.

- V. **OPERATIONS MANAGER:** The **OPERATOR** shall assign an individual employee of the **OPERATOR** to act as the "Operations Manger". The **OWNER** reserves the right to reject the **OPERATOR'S** proposed Operations Manager. The Operations Manager shall be responsible, on a full-time basis, for the management and oversight of the safe and reliable operation of the System. The Operations Manager shall be expected to directly supervise the daily activities of **OPERATOR'S** personnel employed to operate, support and monitor all activities associated with the System and the services to be provided by the **OPERATOR** under this Agreement. The Operations Manager will be the primary **OPERATOR** liaison with the **OWNER**. The Operations Manager shall be required to have a thorough working knowledge of the requirements of all laws and regulations applicable to the services to be performed by **OPERATOR** under this Agreement. The Operations Manager shall work cooperatively with the **OWNER** with respect to service quality, providing operational data, planning future service, and responding to specific requests from the **OWNER**.

The Operations Manager shall provide weekly detailed reports on the activities performed by **OPERATOR'S** personnel covered under this contract. Detailed reports shall consist of tasks completed along with time associated with completing each task. Any tasks not covered under this contract will be detailed in the additional billing.

When requested, the Operations Manager shall attend meetings and hearings of the **OWNER** pertaining to the System. This includes, but is not limited to, City Council meetings, Utility Advisory Board meetings, and any and all citizen advisory group meetings. In the event the Operations Manager is unable to attend such meetings, the Operations Manager shall appoint a staff member with the authority to act on the **OPERATOR'S** behalf.

If the Operations Manager is unable to perform his or her duties, the Operations Manager shall appoint a staff person to serve in his or her

place. The **OPERATOR** shall provide the **OWNER** prior written notice whenever such appointment shall occur. If the Operations Manager is unable to perform his or her duties for more than two consecutive weeks, the **OPERATOR** shall assign another individual employee of the **OPERATOR** to act as a substitute Operations Manager, subject to **OWNER'S** approval.

VI. MISCELLANEOUS:

- A. It is expressly understood and agreed that the **OPERATOR** is acting as an independent contractor, and not as an agent for, or partner or co-adventurer with, the **OWNER**, and that relations between **OPERATOR** and **OWNER**, shall be governed exclusively by the terms and conditions in this Agreement.
- B. **OWNER** has entered into this Agreement based on its knowledge of and past experience with **OPERATOR**, and if this Agreement is assigned by **OPERATOR** without **OWNER'S** consent **OWNER** may terminate this Agreement at its discretion. Failure to not terminate the Agreement immediately upon such assignment shall not constitute a waiver of **OWNER'S** right to do so later.
- C. Within 60 days after the commencement date of this Agreement, **OWNER** and **OPERATOR** shall cooperatively conduct a physical inventory and prepare a current list of all equipment, inventory, mains, lines and other facilities comprising the System, which inventory and list shall be attached to and become part of this Agreement when approved by both parties.
- D. Nothing in this Agreement shall be construed to preclude **OPERATOR** from entering into similar agreements with other Kansas municipalities.
- E. This Agreement constitutes the total agreement of the parties. Any other agreements made between the parties is unenforceable unless reduced to writing and signed off by representatives of each party.
- F. If any section or paragraph in this Agreement is found to be unenforceable by a Court of Law, then only that section or provision shall be void, and the remaining paragraphs remain in full force and effect.
- G. This agreement will be governed by, and construed in accordance with the laws of the State of Kansas. Any dispute shall be heard in the Miami County Kansas District Court."

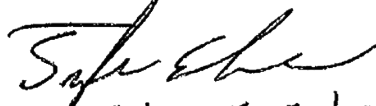
IN WITNESS WHEREOF, the parties have hereto affixed their hand and seal at
Louisburg, Kansas, this 26th day of March, 2024.

CITY OF LOUISBURG (OWNER)

BY: 

CITY AUTHORIZED SIGNATORY

**UTILITY SAFETY AND
DESIGN, INC.
(OPERATOR)**


BY: Tyler E. Enloe
VICE PRESIDENT

ATTEST:



CITY CLERK

Exhibit 1
City of Louisburg Insurance Requirements

Insurance Requirements

1. Coverage Requirements. Without limiting its other indemnities, Contractor will secure and maintain insurance coverage meeting the following requirements. Contractor may use a combination of primary and excess insurance coverage to satisfy these requirements.

a) General Liability Insurance written on ISO policy form CG 00 01 (occurrence) or its equivalent with limits of not less than the following:

- | | |
|---------------------|-------------|
| (1) Per occurrence: | \$1,000,000 |
| (2) Aggregate: | \$2,000,000 |

b) Pollution Legal Liability Coverage:

(1) Limit of not less than \$2,000,000 per occurrence covering loss (including cleanup costs) that Contractor becomes legally obligated to pay as a result of claims for bodily injury, property damage, and cleanup costs (including expenses required by environmental laws or incurred by federal, state, or local governments or third parties) resulting from pollution conditions caused by transported cargo (including waste).

(2) For the purpose of this subsection, "pollution conditions" includes the dispersal, discharge, release, or escape of any solid, liquid, gaseous or thermal irritant or contaminant (such as smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, medical waste, and waste materials) into or upon land, any structure on land, the atmosphere, or any watercourse or body of water (including groundwater), provided the conditions are not naturally present in the environment in the amounts or concentrations discovered.

(3) The liability coverage for pollution must provide contractual liability coverage, by endorsement or schedule, if necessary, for Contractor's Indemnities.

c) Automobile Liability Coverage:

- (1) With a limit of liability not less than \$2 million for each accident;
 - (2) Endorsed to delete the pollution and/or the asbestos exclusion and include pollution liability (using form CA 99 48 or its equivalent) for accidental spills and discharges while transporting and/or processing materials; and
 - (3) Covering all Vehicles (any auto).
- b) Workers' Compensation and Employers' Liability Insurance:
- (1) Workers' compensation benefits required by Kansas law; and
 - (2) Employers' Liability coverage with limits of not less than the following:
 - (a) Each accident: \$500,000
 - (b) Disease - policy limit: \$500,000
 - (c) Disease - each employee: \$500,000
- c) Umbrella Liability with policy limits of not less than \$2,000,000 in excess of the underlying General Liability, Auto Liability, and Employer Liability.
- d) If Contractor is subject to federal regulations, Contractor also will maintain any other coverage necessary to satisfy state or federal financial responsibility requirements.
- e) If Contractor fails to secure and maintain any Insurance required by the contract, at its sole option City may secure and maintain that Insurance at its expense and Contractor will pay City the City's Reimbursement Costs therefor. This remedy is in addition to City's right to declare a Default hereunder and terminate the contract.
- f) Contractor will secure insurance provided by an insurer that is an admitted company in Kansas having an A.M. Best's rating of no less than A-IX, or an insurer that is acceptable to the City.
2. Coverage Requirements for Subcontractors. Contractor will ensure each Subcontractor performing Collection by providing evidence that either:
- a) Contractor is maintaining Insurance required by this Section protecting Contractor and City interests against Liabilities caused by the acts, errors or omissions of the Subcontractor; or

- b) The Subcontractor is maintaining that Insurance itself.
3. Evidence of Coverage. Contractor will provide endorsements, schedules and other evidence of coverage with respect to Contractor and any Subcontractor requested by and acceptable to the City, on or before the Agreement Execution Date, promptly upon renewal of policies, and within 10 City Business Days of the City's request.
- a) Certificates of Insurance. Contractor will provide certificates (or other evidence of coverage) containing at a minimum, the following information with respect to Contractor and any Subcontractor:
 - (1) Agreement name: explicitly identify the contract (for example, UNDER DESCRIPTION OF OPERATIONS), and if necessary to secure contractual liability coverage as an "insured contract" or otherwise, include a schedule or endorsement that specifically identifies the contract;
 - (2) Types, policy numbers, policy effective/expiration dates and limits: explicitly reference each type and corresponding limit of coverage required under the contract, together with the following:
 - (a) Policy numbers;
 - (b) Effective/expiration dates; and
 - (c) Identification of each required ISO policy form or confirmation of its equivalency to ISO policy forms required under the contract (such as "auto liability ISO form CA 00 12"). Where the Agreement does not require a specific ISO policy form, the certificate of insurance must specifically reference the required type of coverage (such as "pollution liability" under TYPE OF INSURANCE – OTHER) together with a summary description of its coverage (such as "pollution conditions caused by transported cargo" under SPECIAL PROVISIONS).
 - (3) 30 days' Cancellation Notice: contain the express condition that City must be given written notice by mail at least 30 days in advance of cancellation for all policies evidenced on the certificate of insurance. Endorsements cannot contain mere "best effort" modifiers or relieve the insurer from its responsibility to give that Notice and the CANCELLATION

information on the certificate of insurance must delete language such as "failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives;"

- (4) Deductibles and self-insured retentions: identify any deductible and self-insured retention. Upon City request, Contractor will reduce any self-insured retention as it applies to any City or provide a letter of credit, certificate of deposit or other financial assurance acceptable to City guaranteeing payment of all retained losses and related costs and expenses related to investigations, claims administrations, and legal defense. The letter of credit or certificate of deposit must be provided by a bank satisfactory to City; and
 - (5) Claims made: if any insurance coverage is written on a claims-made form (such as pollution liability), evidence that the "retro date" is before the Agreement Execution Date. Contractor must maintain that coverage for at least 5 years after the Termination Date. Promptly upon City request, Contractor must provide City with evidence of that coverage. THIS PROVISION SURVIVES THE TERMINATION OF THE CONTRACT.
 - (6) Contractor and subcontractor must agree to maintain the General Liability Products and Completed Operations, as well as the excess coverage for General Liability for at least two years after the completion date of their services hereunder.
- b) Endorsements: Contractor must provide copies of the following endorsements or other documentation with respect to Contractor and any Subcontractor satisfactory to the City:
- (1) Additional insured endorsement to each liability policy, explicitly adding City and its "officers, agents, and employees" as additional insured;
 - (2) Waiver of subrogation; and
 - (3) Insurance is primary and not contributing with any other Insurance or self-insurance programs maintained by City and its officers and employees.
- c) Schedules: Contractor must provide schedules or other evidence that liability policies of Contractor and any Subcontractor provide contractual

liability coverage for Indemnities, such as listing the contract as an "insured contract."

d) Signature verification. At the City's request, Contractor must provide documentation verifying that the individual signing or countersigning the certificates, policies, endorsements, or other evidence of coverage of Contractor and any Subcontractor is authorized to do so and identifies his or her company affiliation and title. The City may require complete, certified copies of Contractor's insurance policies at any time.

4. Notice of claims. If any Person makes a claim against Contractor or any Subcontractor exceeding the amount of any deductibles or self-insured retentions, Contractor will promptly notify the City of the claim.
5. Accounting System. Contractor will institute a comprehensive accounting system satisfactory to the City to monitor all insurance requirements under the contract, including those of each of its Subcontractors.
6. Contractor Compliance. Contractor will comply with all requirements of its insurance policies and insurers.

USDI SERVICES

FULL-SPECTRUM NATURAL GAS SOLUTIONS

USDI is your full-service natural gas and renewable natural gas (RNG) partner – whether you operate a utility, pipeline, or master meter system we can oversee management and operations, support your in-house team, or help you respond to emergencies. More than 500 clients across the Midwest have trusted our expertise since 1969. While engineering is our foundation, we also have utility professionals on staff skilled in operations, maintenance and construction tasks who bring an operator's perspective to every project. That combined expertise helps ensure we deliver the best solutions to your project. We develop quality, progressive solutions that meet expectations today and tomorrow through our Consultation, Engineering, Construction, Operations, Corrosion Services, GIS Services, and Odorization Solutions. Our goal is to be your trusted partner!

Have questions about our services or industry experience? See the following pages or reach out to one of our experts by contacting an office close to you.

OLNEY, IL

1927 Miller Drive
Olney, IL 62450
(618) 392-5502

BELLEVILLE, IL

9 Executive Woods Ct.
Belleville, IL 62226
(618) 277-1520

UNIONVILLE, MO

28847 US HWY 136
Unionville, MO 63565
(660) 947-3316

PITTSBORO, IN

7241 N. Co Rd. 225 E.
Pittsboro, IN 46167
(317) 892-7662

SHELBYVILLE, KY

1018 Mt. Vernon Drive
Shelbyville, KY 40065
(502) 513-5127

WICHITA, KS

9540 W. Harry St.
Wichita, KS 67209
(316) 239-7317

PRINCETON, MN

31484 125 1/2 St.
Princeton, MN 55371
(660) 474-0789

KIRKSVILLE, MO

210 N Elson St. Suite C
Kirksville, MO 63501
(660) 474-0079



CONSULTATION

- *Code Compliance*
- *Operator Qualification*
- *Operations, Maintenance, and Emergency Manuals*
- *Public Awareness Solutions*
- *Transmission Integrity Management Plans (TIMP)*
- *Distribution Integrity Management Plans (DIMP)*
- *Surveying and Mapping*
- *System Supply Analysis and Network Modeling*
- *National Pipeline Mapping System (NPMS)*
- *Material Selection*
- *Construction Inspection*
- *Consultation with Regulatory Authorities*

ENGINEERING

- *Professional Engineers*
- *Pipeline Design*
- *Regulator Station Design and Sizing*
- *Odorization System Design*
- *Meter Station Design*
- *Cathodic Protection System Design*
- *Network Analysis and Modeling*

CONSTRUCTION

- *Operator Qualified Personnel*
 - *API 1104 Qualified Welders*
 - *OQ Plastic Fusion Personnel*
 - *Equipment Operators*
 - *Skilled Gas Installers*
- *Welding and Fusion*
- *Service Line and Main Installation and Repair*
- *Regulator and Metering Fabrication and Installation*
- *Mueller Tapping and Stopping*
- *Horizontal Directional Drilling (HDD)/Boring*
- *Pipeline & Distribution System Installation*
- *Emergency Response*

OPERATIONS

- *Operation, Maintenance, and Code Compliance (Plans, Manuals, and Documentation)*
- *Operator of Record*
- *Leakage Surveys and Leak Investigations*
- *Cathodic Protection Surveys*
- *Odorizer Maintenance and Refill*
- *Meter Testing*
- *Audit Representation*
- *Regulator Station and Relief Valve Inspection and Testing*
- *Valve Inspection and Maintenance*
- *Rectifier Inspections and Maintenance*
- *Atmospheric Corrosion Inspections*
- *Pipeline Patrols and Line Marker Surveys*
- *Class Location, HCA, and MCA Surveys*
- *Integrity Management Services for both Transmission and Distribution Systems*
- *ROW Clearing Administration and Inspection*
- *Odor Tests, Odorant Delivery, and Odorizer Inspection and Maintenance*
- *Line Locating and Facility Marking*
- *Excavation Monitoring and Damage Prevention Activities, including "watch and protect" services*
- *Emergency Response*

CORROSION SERVICES

- *NACE Certified CP3 and CP4 Professional Engineers*
- *Galvanic or Impressed Current System Design*
- *CP System Installation*
 - *Anodes*
 - *Rectifier & Conventional Ground Beds*
 - *AC Mitigation*
 - *Bond & Test Stations*
- *Testing and Maintenance*
- *Integrity Management Services*
 - *External Corrosion Direct Assessment (ECDA)*
 - *Close Interval Surveys (CIS)*
 - *Direct Current Voltage Gradient (DCVG) Surveys*
 - *Alternate Current Voltage Gradient (ACVG) Surveys*
 - *Depth of Cover Surveys*



GIS SERVICES

- *192.GIS* – USDI’s customizable, ESRI GIS based compliance tool set for gas utilities
- *Mapping and Surveying*
- *Data Integration*
- *AutoCad Drafting and Design*
- *National Pipeline Mapping System (NPMS) Data*

ODORIZATION SERVICES

- *Exclusive Micro-Bulk Delivery Partner of Chevron Phillips*
- *Odorizer Installation, Maintenance, and Testing*
- *Odorant Delivery*
- *Bulk Deliveries*
- *Closed-Loop, Meter Delivery Systems*
- *OQ Gas Professionals*
- *Short Lead Times*



RETAINER RATES

Effective January 1, 2024

PERSONNEL	HOURLY RATES¹
Principal	\$ 165.00
Engineering Personnel (Including OQ Services)	\$ 145.00
Technical Personnel and Drafting	\$ 135.00
Construction Labor ²	\$ 135.00
Clerical & Non-Technical	\$ 90.00

SERVICES	HOURLY RATES
Leak Survey/Atmospheric Corrosion Survey (8 hr Min)	\$ 130.00
Cathodic Protection Survey	\$ 160.00

SPECIALIZED SERVICES	DAILY RATES
Expert Witness Testimony or Court Representation	\$ 4,000.00

TRANSPORTATION	MILEAGE RATES
Auto	\$ 0.78
Construction	\$ 0.98

OVERNIGHT	RATES PER NIGHT
Overnight Expenses	\$ 250.00

OTHER	RATES
Communication	At Cost
Subsistence	At Cost
Reproduction & Miscellaneous	At Cost
EWN Annual License Fee	\$110 / user
USDI Drug & Alcohol Consortium Testing Fee	\$175 / test

¹ Hourly rates include payroll taxes, insurances, and other overheads

² Rate includes utility truck and small hand tools.



EQUIPMENT RATES

Effective January 1, 2024

PERSONNEL	HOURLY RATES⁵
Construction Labor ⁶	\$ 135.00

TRANSPORTATION	MILEAGE RATES
Construction	\$ 0.98

EQUIPMENT	HOURLY RATES
Welding Rig	\$ 35.00
Trencher	\$ 50.00
Mini-Excavator	\$ 60.00
Backhoe	\$ 75.00
Vacuum Excavator	\$ 75.00
Skid Steer	\$ 100.00
Horizontal Directional Drill (HDD) Boring Machine	\$ 250.00
Ground Penetrating Radar	\$ 100.00
Utility Terrain Vehicle (UTV)	\$ 100.00

SPECIALIZED EQUIPMENT	DAILY RATES
Air Compressor	\$ 125.00
Hydro Testing Deadweight	\$ 150.00
Hydraulic/Electric Torque Tools	\$ 250.00
Hydraulic Electrofusion Machine	\$ 150.00
Pipe Trailer with Tamer	\$ 400.00
Utility Flare Skid	\$1500.00
Utility Terrain Vehicle (UTV)	\$100/day \$400/week \$800/month
GoVac Cross Compression	Custom Rate Minimum (Less than 1 hour run time - \$1,500.00/Day)

⁵ Hourly rates include payroll taxes, insurances, and other overheads

⁶ Rate includes utility truck and small hand tools.

TAPPING AND STOPPING SERVICES

RATES PER EACH

¾" – 2" D-5 Mueller Tap	\$ 175.00
¾" – 2" D-5 Mueller Tap and Stop	\$ 295.00
3" – 4" D-5 Mueller Tap	\$ 425.00
3" – 4" D-5 Mueller Tap and Stop	\$ 575.00
4" C136 Tap and Stop (per fitting)	\$3,750.00
6" C136 Tap and Stop (per fitting)	\$4,250.00
8" C136 Tap and Stop (per fitting)	\$5,250.00

OTHER

RATES PER FOOT

Pre-Tested Pipe	\$18.00 + Pipe Cost
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